

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

**Agendas and other writings that will be distributed to the Councilmembers 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'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 CITY COUNCIL OF THE CITY OF COMMERCE AS SUCCESSOR  
AGENCY TO THE COMMERCE COMMUNITY DEVELOPMENT  
COMMISSION  
COUNCIL CHAMBERS  
5655 JILLSON STREET, COMMERCE, CALIFORNIA**

**TUESDAY, MARCH 20, 2012 – 6:30 P.M.**

**CALL TO ORDER**

Mayor Aguilar

**PLEDGE OF ALLEGIANCE**

Teresa McAllister  
Director of Human Resources

**INVOCATION**

Councilmember Leon

**ROLL CALL**

City Clerk Olivieri

**PRESENTATION OF CERTIFICATE & OATH OF OFFICE**

1. Presentation of Certificate of Appointment and Oath of Office for Newly Appointed Councilmember

At its adjourned regular meeting of March 13, 2012, the City Council interviewed qualified individuals who filed applications to be considered for appointment to fill the vacancy on the City Council for the remainder of its unexpired term, to expire in conjunction with the March 5, 2013, General Municipal Election. Following the interviews, the City Council voted to appoint Ivan Altamirano to fill said vacancy.

The **City Clerk** will present a Certificate of Appointment to newly appointed Councilmember Ivan Altamirano and immediately following the presentation, administer the Oath of Office.

**REORGANIZATION OF CITY COUNCIL**

2. Annual Reorganization of City Council

The **City Council** will make its annual selection of Mayor and Mayor Pro Tempore for the period of March 2012 to March 2013.

**APPEARANCES AND PRESENTATIONS**

3. Recognition of Employees Service Award Recipients with 30 and 40 Years of Service with the City of Commerce

The **City Council** will publically recognize Award Recipients Vincent Baltierra, Jr. and Luncinda Blancarte for their service of 30 and 40 years to the City of Commerce and its residents, respectively.

**PUBLIC COMMENT**

Citizens wishing to address the City Council and City Council as Successor Agency to the Commerce Community Development Commission (“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. 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 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 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 desire to consider any item separately he/she should so indicate to the Mayor. 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 City Council as Successor Agency to the Commerce Community Development Commission** will consider for approval, respectively, the minutes of the Concurrent Adjourned Regular Meetings of Tuesday, March 6, 2012, held at 5:00 p.m.; Concurrent Regular Meetings of Tuesday, March 6, 2012, held at 6:30 p.m.; Concurrent Adjourned Regular Meetings of Tuesday, March 13, 2012, held at 3:00 p.m., and Concurrent Adjourned Regular Meetings of Tuesday, March 13, 2012, held at 5:00 p.m.

5. Approval of Warrant Register No. 18

The **City Council and City Council as Successor Agency to the Commerce Community Development Commission** will consider for

# CONCURRENT REGULAR COUNCIL/SUCCESSOR AGENCY AGENDA

3/20/2012 – 6:30 p.m.

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approval, respectively, the bills and claims set forth in Warrant Registers No. 18A, dated March 20, 2012, and No. 18B, for the period March 7, 2012, to March 15, 2012.

## 6. Proclamation - Autism Awareness Month

The month of April is recognized in the United States as a special opportunity to educate the public about autism and issues within the autism community. The Proclamation affords the library the opportunity to bring national awareness to the local Commerce community. The Library Services Department, together with the support of the Education Commission, will commemorate Autism Awareness Month by highlighting the books and resources available on this subject for parents and the public at large through special displays at each library location as well as informational handouts in both English and Spanish for patrons to take home.

With the consent of the **Council**, the Mayor will proclaim the month of April 2012 as Autism Awareness Month in the City of Commerce.

## 7. Letter of Support for Californians For A Cure In Supporting California Cancer Research Act on June Primary Ballot

The California Cancer Research Act (CCRA) will place a \$1 per pack tax on cigarettes, which will make it more difficult for younger smokers to purchase. It is believed by many organizations that the CCRA will protect kids, save lives and protect tax dollars. The monies obtained by this tax will be used towards cancer research, tobacco education and cessation and efforts that stop tobacco smuggling. The Californians For A Cure (CFAC) are requesting that cities join them in their efforts.

At the request of Mayor Aguilar, the **City Council** will consider for approval a formal position letter supporting *Californians For A Cure* and join them in supporting the California Cancer Research Act on the June Primary Ballot.

## 8. Legislative Report – State Audit of Central Basin Municipal Water District

The **City Council** will consider for receipt and filing a legislative report on the recent action taken by the California State Joint Legislative Audit Committee to formally audit the Central Basin Municipal Water District (CBMWD).

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

The Los Angeles Regional Food Bank provides the City with canned and frozen food, at no cost, for monthly distribution to qualifying low income City residents. This program has been in effect for over two decades.

The **City Council** will consider for approval and adoption a proposed Resolution approving an Agreement with the Los Angeles Regional Food Bank

## 10. A Resolution of the City Council of the City of Commerce, California, Appointing ING National Trust as the Trustee of the City of Commerce Deferred Compensation Plan and Approving the 457 Trust Agreement By and Between the City of Commerce and ING National Trust For and on Behalf of the City

The City maintains a 457 Deferred Compensation Plan for eligible City employees. The City previously entered into an agreement with ING Life Insurance and Annuity Company (“ING”) to provide investment options, recordkeeping and/or other administrative services to the Plan.

On March 6, 2012, the City Council approved a new 457(b) Deferred Compensation Plan, a 457(b) Specimen Adoption Agreement and a Contract Holder Direction and Acknowledgement Letter in order to implement certain Plan upgrades. The City is also required to approve a 457 Plan Trust Agreement in order to move forward with said upgrades. The **City Council** will consider for approval and adoption a proposed Resolution appointing ING National Trust (“ING”) as the Trustee of the City of Commerce Deferred Compensation Plan and approving the 457 Trust Agreement by and between the City and ING for and on behalf of the City.

## **PUBLIC HEARINGS**

### **SCHEDULED MATTERS**

**11. Appeal of Traffic Commission Decision – Denial of Curbside Parking for Physically Challenged Person - Robert Villanueva**

The **City Council** will consider an appeal of the December 7, 2011, Traffic Commission decision to deny a request from Robert Villanueva for Curbside Parking for a Physically Challenged Person. Staff is recommending that the City Council uphold the Traffic Commission decision, which was based on the grounds that Mr. Villanueva’s property has a driveway in excess of 14 feet per Commerce’s Policy and Procedures for the Installation of On-Street Physically Challenged Accessible Spaces.

**12. Approval of “Working Blueprint” for, and Appointments to, Blue Ribbon Committee**

At the request of Mayor Pro Tempore Baca Del Rio, the **City Council** will consider for approval a “Working Blueprint” that will guide both the Blue Ribbon Committee and staff through the advisory process and consider appointing nominees to the Committee.

**13. Commission Appointment**

The **City Council** will make the appropriate appointment to the following Commission: Education Commission.

## **ORDINANCES AND RESOLUTIONS**

### **CIP PROGRESS REPORT**

### **RECESS TO CLOSED SESSION**

### **ADJOURNMENT**

Adjourn in memory of Michael Haro, longtime Commerce resident, former City Commissioner and father of former Miss Commerce Vanessa Haro; and Rodney Blonien, Commerce Casino Lobbyist, to Tuesday, April 3, 2012, 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: 03/20/2012

TO: Honorable City Council

FROM: City Administrator

SUBJECT: PRESENTATION OF CERTIFICATE OF APPOINTMENT AND OATH OF OFFICE FOR NEWLY APPOINTED COUNCILMEMBER

RECOMMENDATION:

None required.

MOTION:

None required.

BACKGROUND:

At its meeting of March 13, 2012, the City Council interviewed 22 eligible applicants who submitted an Application for Appointment to the City Council by the 5:00 p.m. filing deadline on March 8, 2012.

ANALYSIS:

Following the interview process, the City Council appointed Ivan Altamirano to fill the vacancy on the City Council for the remainder of the unexpired term, which will expire in conjunction with the March 5, 2013, General Municipal Election. Following his appointment and as a formality, Mr. Altamirano was immediately administered the Oath of Office by the City Clerk to enable him to participate with the City Council on official City business prior to the swearing-in ceremony on March 20, 2012.

The City Clerk will administer the Oath of Office to the newly appointed Councilmember immediately following the presentation of the Certificate of Appointment.

FISCAL IMPACT:

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

Respectfully submitted,



Jorge J. Rifá  
City Administrator

Recommended by:



Linda Kay Olivieri  
City Clerk

Approved as to form:



Eduardo Olivo  
City Attorney

ELECSUM5B.DOC





# AGENDA REPORT

Meeting Date: 03/20/2012

TO: Honorable City Council

FROM: City Administrator

SUBJECT: ANNUAL REORGANIZATION OF CITY COUNCIL

RECOMMENDATION:

Select Mayor and Mayor Pro Tempore for period of March 2012 to March 2013.

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. In 2011, this took place on March 22<sup>nd</sup>.

Following tradition, it is recommended that the Council conduct its annual reorganization at this time.

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 new Mayor will present the outgoing Mayor's plaque to Councilmember Aguilar in recognition of his service as Mayor during 2009-10.

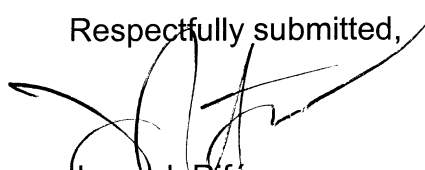
FISCAL IMPACT:

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

RELATIONSHIP TO 2009 STRATEGIC GOALS:

Not applicable.

Respectfully submitted,



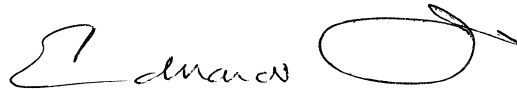
Jorge J. Rifa  
City Administrator

Recommended by:



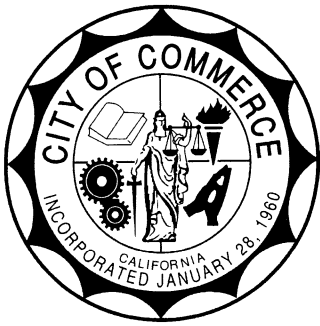
Linda Kay Olivieri  
City Clerk

Approved as to form:



Eduardo Olivo  
City Attorney





# AGENDA REPORT

MEETING DATE: MARCH 20, 2012

**TO:** HONORABLE CITY COUNCIL

**FROM:** CITY ADMINISTRATOR

**SUBJECT:** 2011 EMPLOYEE SERVICE ACKNOWLEDGEMENT OF 30 AND 40 YEAR RECIPIENTS

**RECOMMENDATION:**

Acknowledge publically long term service recognition provided by our 2011 Employee Service Award Recipients, Vincent Baltierra Jr. and Lucinda Blancarte serving the City for 30 and 40 years respectively.

**MOTION:**

Move to approve the recommendation.

**BACKGROUND:**

Annually the City of Commerce recognizes employees for their years of service to the City of Commerce and its residents, starting at five years and above. The City of Commerce recognized employees and retirees for their years of service on Wednesday, February 29, 2012 as part of the annual recognition program.

**ANALYSIS:**

The City of Commerce is unique in that several employees have reached milestones while serving their community for over 30 years. Although these employees were recognized on Wednesday, February 29, 2012 among their peers and coworkers, it is recommended that they be publicly acknowledged and thanked for their outstanding years of service and contributions to the City of Commerce, residents and the community. Their dedication and commitment is greatly appreciated and commended.

**FISCAL IMPACT:**

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

**RELATIONSHIP TO 2009 STRATEGIC GOALS:**

Not applicable.

Recommended by:

Teresa McAllister  
Director of Human Resources

Respectfully submitted,

Jorge Rifa  
City Administrator

Approved as to Form:

Eduardo Olivo  
City Attorney





# AGENDA REPORT

Meeting Date: March 20, 2012

**TO:** Honorable City Council

**FROM:** City Administrator

**SUBJECT:** A Proclamation of the City Council of the City of Commerce Proclaiming the month of April 2012 as Autism Awareness Month in the City of Commerce

**RECOMMENDATION:**

The City Council proclaims the month of April 2012 as Autism Awareness Month in the City of Commerce.

**MOTION:**

To move and approve the recommendation.

**BACKGROUND AND ANALYSIS:**

The Library Services Department will commemorate Autism Awareness Month by highlighting the books and resources available on this subject for parents and the public at large. There will be special displays at each library location as well as informational handouts in both English and Spanish for patrons to take home.

In order to highlight the growing need for concern and awareness about autism, the United States recognizes April as a special opportunity to educate the public about autism and issues within the autism community. This City proclamation affords the library the opportunity to bring national awareness to the local Commerce community.

**FISCAL IMPACT:**

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

**RELATIONSHIP TO 2009 STRATEGIC GOALS:**

The issue before the Council is applicable to the following Council's strategic goal: "Protect and Enhance Quality of Life in the City of Commerce".

Recommended by:

Beatriz Sarmiento  
Interim Director of Library Services

Respectfully submitted,

  
Jorge Rifa  
City Administrator

Reviewed by:

Vilko Domic  
Director of Finance

Approved as to form:

Eduardo Olivo  
City Attorney

PROCLAMATION OF THE CITY COUNCIL  
OF THE CITY OF COMMERCE  
PROCLAIMING APRIL 2012  
AUTISM AWARENESS MONTH  
IN THE CITY OF COMMERCE

*Whereas*, autism has gained national attention through organizations like Autism Speaks who work to inform the public about autism and the resources available for families; and,

*Whereas*, experts estimate that two to six children out of every 1,000 will have autism. Males are four times more likely to have autism than females; and,

*Whereas*, autism was added as a special education exceptionality in 1991 and is now the sixth most commonly classified disability in the United States; and,

*Whereas*, autism is a spectrum disorder that ranges from mild to severe. The Commerce Public Library is here to provide information and educational resources for its community on a variety of topics, including autism. Parents and families can come to the library and read through the many resources available about this subject; and,

NOW, THEREFORE, I, JOE AGUILAR, AS THE MAYOR OF THE CITY OF COMMERCE, CALIFORNIA, DO HEREBY DECLARE ON THIS 20<sup>TH</sup> DAY OF MARCH 2012 THAT THE MONTH OF APRIL 2012, IS OFFICIALLY DESIGNATED AS THE OBSERVANCE OF "AUTISM AWARENESS" IN THE CITY OF COMMERCE AND I ENCOURAGE ALL RESIDENTS TO VISIT THEIR LOCAL COMMERCE PUBLIC LIBRARY BRANCH TO USE THE MANY RESOURCES AVAILABLE ABOUT THE SUBJECT OF AUTISM.

Signed this 20<sup>th</sup> day of March, 2012.

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Joe Aguilar  
Mayor

ATTEST:

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Linda Kay Olivieri, MMC  
City Clerk



# AGENDA REPORT

Meeting Date: March 20, 2012

**TO: HONORABLE CITY COUNCIL**

**FROM: CITY ADMINISTRATOR**

**SUBJECT: CONSIDERATION TO PROVIDE "CALIFORNIANS FOR A CURE"  
WITH A LETTER SUPPORTING THE CALIFORNIA CANCER RESEARCH  
ACT ON THE JUNE PRIMARY ELECTION**

**RECOMMENDATION:**

At the Mayor's request, the City Council will consider, and take the appropriate action with respect to, a letter of support for Californians For A Cure to join them in supporting the California Cancer Research Act on the June Primary Election.

**MOTION:**

Council discretion.

**BACKGROUND:**

In February 2012, the Mayor received a letter from Don Perata, a cancer survivor and California Senate Pro-Tempore, Retired, requesting that the City join the efforts of Californians For A Cure in supporting the California Cancer Research Act (CCRA) on the June Primary Election. The CCRA ballot initiative will place a \$1 tax on each pack of cigarettes, making it more difficult for young people to purchase cigarettes. The CCRA will lead to a decrease in youth smoking and will prevent over 228,000 California kids from becoming addicted. It is believed by many organizations including the American Cancer Society, American Lung Association, American Heart Association, Stand Up To Cancer, Livestrong, doctors, researchers, and health advocates, that the CCRA will protect our kids, save lives, and protect our tax dollars. The tax money received will be spent on cancer research, facilities and equipment to support the research, education to help smokers quit and protect kids from smoking, efforts to stop tobacco smuggling and illegal sales to minors, and to protect existing tobacco tax revenue streams.

**ANALYSIS:**

The City expresses great concern in the future health of its younger residents who may be affected by tobacco smoking. The City is very supportive of anti smoking campaigns and programs that focus on the protection of kids and their health.

At the Mayor's request, the City will authorize a letter of support for Californians For A Cure to join them in supporting the California Cancer Research Act on the June Primary Election.

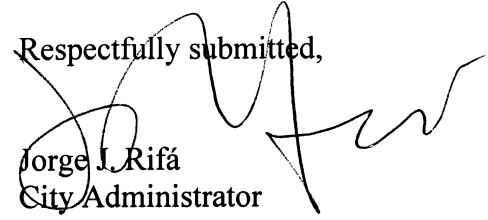
**FISCAL IMPACT:**

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

**RELATIONSHIP TO 2009 STRATEGIC GOALS:**

This report relates to the 2009 strategic planning goal: "Protect and Enhance the Quality of Life in the City of Commerce".

Respectfully submitted,



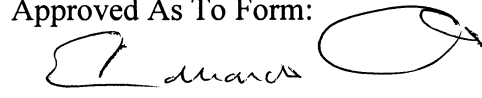
Jorge I. Rifá  
City Administrator

Recommended by:



Loretta Gutierrez  
Interim Director of Safety and Community Services

Approved As To Form:



Eduardo Olivo  
City Attorney

Attachment: Letter of Support  
Correspondence Received from Don Perata

PROPOSED DRAFT LETTER

March 20, 2012

Californians For A Cure  
61 Moraga Way, Suite 4  
Orinda, CA 94563

On behalf of the City Council of the City of Commerce, we are in support of the California Cancer Research Act (CCRA) on the June Primary Election.

The City of Commerce takes concern over the future health and welfare of its residents, including the younger persons. Because the CCRA's primary focus is to protect our kids and save lives, we support this effort.

Sincerely,

Mayor





# CALIFORNIA CANCER RESEARCH ACT



Co-Chairs

Sen. Don Perata  
*State President Pro Tem*

Lance Armstrong  
*Live STRONG*

Steering Committee

Dr. Elizabeth H. Blackburn  
*Nobel Laureate, UCSF*

Dr. Balazs I. Bodai, M.D.  
*Founder Breast Cancer Stamp*

Roman Bowser  
*American Heart Association*

Eli Dansky  
*Stand Up 2 Cancer*

Dr. Beth Y. Karlan, M.D.  
*Cedars Sinai Medical Center*

Dr. Regis Kelly, Ph.D.  
*California Institute for  
Quantitative Biosciences (QB3)*

Sherry Lansing  
*The Sherry Lansing Foundation*

Beverly May  
*Campaign for Tobacco Free Kids*

Hon. Gavin Newsom  
*Lieutenant Governor  
State of California*

Sung Pobleto, Ph.D.  
*Stand Up 2 Cancer*

Carmen A. Polly  
*Five Fines LLC, Casa Plena*

Hon. Tom Torlakson  
*California Superintendent of  
Public Instruction*

David F. Veneziano  
*American Cancer Society CA*

Jane Warner  
*American Lung Association CA*

January 20, 2012

Dear Mayor Joe Aguilar:

Cities have led the charge against smoking, banning smoking in public places to reduce the harmful effects of secondhand smoke. We write to request your support for the California Cancer Research Act on the June Primary Election.

CCRA is a unique opportunity for California to solidify its historical position as America's Number One anti-smoking state.

CCRA will raise \$780M a year for cancer research in California institutions and our highly effective anti-smoking campaigns to protect our children. But Big Tobacco is spending tens of millions to defeat a one-dollar per pack increase in the cost of cigarettes. It will use scurrilous arguments and misleading advertising, as it always does when its profits are threatened. Big Tobacco costs lives and billions of dollars in health care costs – and we pay for it.

It's time for Big Tobacco to pay for the suffering and death smoking causes. CCRA will do it.

This is Big Tobacco vs. the Public. Voters will decide. We welcome your leadership to make the choice clear and unmistakable. Thank you for your consideration.

Sincerely,

Don Perata  
Cancer Survivor & CA Senate Pro-Tempore, Retired

P.S. All services presently provided under existing anti-smoking programs are secured by CCRA.

[www.CaliforniansForACure.org](http://www.CaliforniansForACure.org)  
61 MORAGA WAY, SUITE 4 • ORINDA, CA 94563 • (925) 254-3913

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# CALIFORNIA CANCER RESEARCH ACT



## What is the California Cancer Research Act (CCRA)?

The CCRA is a ballot initiative that will be placed before California voters on June 5, 2012. Through a \$1 per-pack tax on cigarettes – the first time California’s tobacco tax has been adjusted in 14 years – the CCRA will deliver over **\$855 million** per year to pursue potential cures of cancers, heart disease, and other tobacco-attributed illnesses, drive down smoking rates, and assist law enforcement.

## Why do we need the CCRA?

**To Protect Our Kids** by keeping California's anti-smoking programs strong. Big Tobacco has to recruit our kids because their customers die or quit. The CCRA will lead to a 13.7% decrease in youth smoking, and prevent more than 228,000 Californian kids from becoming addicted.

**To Save Lives** by helping leading medical researchers & reducing smoking. Tobacco-attributed diseases are the leading causes of death in California. Independent studies show that the additional \$1 cost of smoking alone will save over 104,500 Californians from an early smoking-attributed death.

**To Protect Your Tax Dollars** by saving taxpayers' money. Californians are paying \$618 per household in taxes for smoking-attributed healthcare costs, irrespective of whether or not you smoke. The CCRA will save \$5.1 billion in long-term health costs from resulting declines in smoking.

## How will CCRA money be spent?

- 60% on **Cancer and tobacco-attributed Disease Research** (approximately \$468 million annually) to support research into prevention, detection, treatment, and cures.
- 15% on **facilities and equipment** (approximately \$117 million annually) to support research.
- 20% on **tobacco education and cessation** (approximately \$156 million annually) to help smokers quit and protect our kids from smoking.
- 3% on helping police **stop tobacco smuggling & enforce** tobacco laws (approximately \$23 million annually), which includes preventing illegal sales of tobacco to minors.
- **Protect existing tobacco tax revenue streams** (approximately \$75 million annually) to ensure that programs funded by existing tobacco taxes are not negatively impacted by the projected decline in tobacco-use resulting from the CCRA.
- No more than 2% on administration, including the costs of collecting and distributing CCRA revenue.

## Who are the CCRA decision makers?

CCRA puts decisions in the hands of medical doctors, researchers, and health advocates. A nine-member oversight committee will award all funds. That committee will be composed of:

- Three **University of California Chancellors** whose campuses have medical research expertise.
- Three **Directors from California's National Cancer Institute Cancer Centers**.
- One **practicing California physician** with expertise in cardiovascular diseases.
- Two representatives from **Health & Patient Advocacy Organizations**.

Help pass this live-saving ballot initiative at  
[www.CaliforniansForACure.org](http://www.CaliforniansForACure.org)



# AGENDA REPORT

MEETING DATE: March 20, 2012

**TO:** Honorable City Council

**FROM:** City Administrator

**SUBJECT:** Legislative Report: State Audit of Central Basin Municipal Water District

**RECOMMENDATION:**

Receive and file.

**MOTION:**

Receive and file.

**BACKGROUND/ANALYSIS:**

On Wednesday, March 7, 2012, Deputy City Administrator, Fernando Mendoza traveled to Sacramento to attend the California Joint Legislative Audit Committee (JLAC) hearing, chaired by Assembly Member Ricardo Lara.

A copy of the City's letter, dated November 8, 2011, addressed to Assembly Member Lara, formally requesting a state audit of Central Basin Municipal Water District (CBMWD) was submitted into the record, along with a copy of a 2009 community petition opposing CBMWD's approved water rate hike, which contains approximately one-thousand community signatures.

The JLAC unanimously approved Assembly Member Lara's request to direct the state auditor to move forward with an audit of several water agencies in the Los Angeles County region. Identified in the submitted audit request was CBMWD. The state audit will take approximately nine-months to complete. Our state lobbyist, Jason Gonsalves will keep us apprised of any activity from the Committee and/or the state auditor's office.

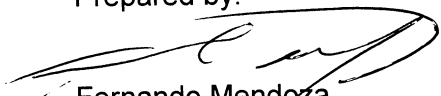
**FISCAL IMPACT:**

The preparation of this report does not present an impact on the current operating budget.

**STRATEGIC PLAN SIGNIFICANCE:**

No specific strategic plan is associated with this agenda report.

Prepared by:

  
Fernando Mendoza  
Deputy City Administrator

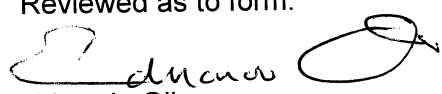
Respectfully submitted,

  
Jorge J. Rifa  
City Administrator

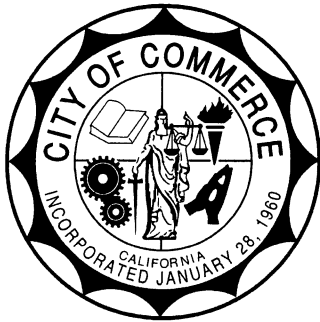
Fiscal impact reviewed by:

  
Vilko Domic  
Director of Finance

Reviewed as to form:

  
Eduardo Olivo  
City Attorney





# AGENDA REPORT

**TO: HONORABLE CITY COUNCIL**

**DATE: March 20, 2012**

**FROM: CITY ADMINISTRATOR**

**SUBJECT: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMMERCE, CALIFORNIA, APPROVING AN AGREEMENT WITH THE LOS ANGELES REGIONAL FOOD BANK**

**RECOMMENDATION:**

Approve a Resolution approving an Agreement with the Los Angeles Regional Foodbank, for participation in the Emergency Food Assistance Program (EFAP).

**MOTION:**

Move to approve the recommendation.

**BACKGROUND:**

The City is in agreement with the Los Angeles Regional Food Bank to provide canned and frozen food for distribution to qualifying low income residents. The food is provided by the United States Department of Agriculture (USDA) to the Food Bank who then provides them to the City, at no cost. On a monthly basis, City staff distributes the food and items to qualifying City residents. Qualifying low income residents include senior citizens, families, the needy, ill, homeless, or single parents with infants as defined by IRS Code §501(c)3 and tax court interpretations.

**ANALYSIS:**

The Agreement, titled Emergency Food Distribution Agencies (EFAP) Commodities Agreement, provides the terms and conditions the City must follow in order to participate in the program. The food distribution event has been in place for over two decades.

**FISCAL IMPACT:**

This activity can be carried out without additional impact to the City's current operating budget.

**RELATIONSHIP TO 2009 STRATEGIC GOALS:**

This report relates to the 2009 strategic planning goal: "Protect and Enhance the Quality of Life in the City of Commerce, as it relates to a social services issue of concern.

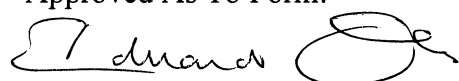
Recommended by:

  
Loretta Gutierrez  
Interim Director of Safety & Community Services

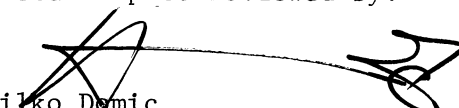
Respectfully submitted,

  
Jorge J. Rifa  
City Administrator

Approved As To Form:

  
Eduardo Olivo  
City Attorney

Fiscal impact reviewed by:

  
Vilko Domic  
Director of Finance



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

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMMERCE,  
CALIFORNIA, APPROVING AN AGREEMENT WITH THE LOS ANGELES REGIONAL  
FOOD BANK

WHEREAS, the City of Commerce has participated in the distribution of canned and frozen food to qualifying low income residents to the Los Angeles Regional Food Bank for two decades; and

WHEREAS, the food is provided by the United States Department of Agriculture to the Food Bank who then provides them to the City, at no cost; and

WHEREAS, in order to continue participation in the program, the City must enter into the agreement entitled Emergency Food Distribution Agencies Commodities Agreement.

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

Section 1. The Agreement between the City of Commerce and the Los Angeles Regional Food Bank is hereby approved.

Section 2. The Mayor is hereby authorized to execute the Agreement for and on behalf of the City of Commerce.

PASSED, APPROVED and ADOPTED this \_\_\_\_\_ day of \_\_\_\_\_, 2012.

\_\_\_\_\_  
Joe Aguilar, Mayor

ATTEST:

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







## AGENCY AGREEMENT

This agreement is between (Agency name) City of Commerce  
 ("Agency") located at (Agency address) 2535 Commerce Way  
Commerce, CA 90040

and the Los Angeles Regional Food Bank ("Food Bank") located at 1734 E. 41<sup>st</sup> Street Los Angeles, California 90058.

### **The Agency agrees:**

1. To have current ruling Letter of Determination from the Internal Revenue Service IRS 501 (c)(3) (not a private 501c3 foundation) and California Franchise Tax Board 2370(1)(d) verifying tax exempt status. Agency acknowledges that it intends to comply with the restrictions on the use and transfer of donated property, as described in Section 170(e) and any amendments to the code.
2. To provide the Food Bank with copies of documents described above.
3. To serve the needy, ill, or infants as defined by IRS Code Section 501(c)(3) and tax court interpretations (In California, infants include individuals up to the age of 18).
4. To be licensed by the state, county, and/or city according to the service(s) that the agency provides.
5. To abide by all applicable federal, state and local laws, rules and regulations.
6. To ensure that the donated food and other product conforms to any applicable provisions of the Federal Food, Drug and Cosmetic Act (as amended) and any regulations that follow. Agency must store and distribute food and other product in a manner consistent with the Federal Food, Drug and Cosmetic Act (as amended) and its regulations.
7. Not to discriminate with respect to clients on the basis of race, sex, age, color, national origin, religion, sexual preference, veteran status, marital status, disability or medical condition.
8. To ensure that the agency and its representatives treat all clients, volunteers, staff and Food Bank representatives in a professional manner in demeanor, language and actions.
9. To give (at no charge) food and other items obtained from the Food Bank directly to agency's clients regardless if agency paid shared maintenance fees or purchased items from the Shop, Smart and Save program. Agency can not request or require donations from clients. Agency can not request or require clients to exchange service time for food or other items received from the Food Bank.

10. To ensure that agency staff and/or volunteers only receive food and other items obtained from the Food Bank if they are considered low-income. Staff and/or volunteers receive the same food items and number of food items as all other clients. Staff and/or volunteers will not receive preferential treatment and are not allowed to select their own items.
11. Not to directly or indirectly sell, exchange, barter, transfer or charge a fee of any kind for food or other items received from the Food Bank. Not to share food or other items received from the Food Bank with any other non-profit or religious organization without prior written approval from the Food Bank.
12. Not to proselytize in conjunction with the agency's food distribution.
13. To keep documented records (e.g. Food Bank invoices, reports and sign-in sheets) as to the use of food and other items received from the Food Bank and participants served. These records must be kept at the agency site and are subject to periodic review by representatives of the Food Bank, food donors, and appropriate government entities.
14. To pay shared maintenance fees and/or other fees as specified by the Food Bank for food and/or other items per Food Bank payment terms.
15. To inform the Food Bank in writing of any changes of name, address, telephone number, type of service, stated purpose, or contact person before change takes effect.
16. To permit periodic on-site inspections by the Food Bank's representatives at Food Bank discretion with or without notice. To permit periodic on-site inspections by food donors or government agencies with or without notice.
17. To adhere to the Food Bank's established pick up schedule and procedures using only authorized agency representatives to pick up food and other items at the Food Bank's warehouse.
18. To provide and utilize cold and dry storage space to ensure the integrity of the food until it is used and/or distributed. Agency will store food and other items received from the Food Bank at the agency's distribution location unless otherwise approved in writing by the Food Bank.
19. To obtain food from only one Food Bank affiliated with Feeding America.
20. Not to distribute food and other product received from the Food Bank outside of Los Angeles County.
21. To obtain and keep in force a liability insurance policy naming the Food Bank as an additional insured. To execute and deliver to the Food Bank any liability releases as the Food Bank may require.
22. To send an agency representative to necessary Food Bank sponsored meetings held from time to time.

- 23. If agency does not use the Food Bank for a period of ninety (90) consecutive days, it is subject to termination, unless permission to continue Food Bank participation is granted by the Food Bank in writing.
- 24. To give thirty (30) days written notice of intention to terminate Food Bank participation.
- 25. When applying to the Food Bank, to send a \$50.00 application processing fee. An agency check must be made out to the Los Angeles Regional Food Bank.

*For Agency designated as a "Food Pantry":*

- 26. Food pantry agrees to serve the general public and hold food distribution(s) as stated on their submitted distribution agreement. Food pantry's distribution schedule is considered public information and will be shared appropriately with the public and other agencies.
- 27. Food pantry agrees to serve clients who live outside its service area once and to then refer clients to the 211 hotline, Food Bank or appropriate pantry servicing the client(s)' area. Food pantry agrees to post service area, client requirements and distribution information during every distribution.
- 28. All food pantries are required to submit monthly service reports.
- 29. Food pantries must have at least one agency representative complete the Food Bank's food safety course every year. Food pantries with a Certified Food Handler or California Food Handler are not required to take this course while their food safety certificate is still active.

*For Agency designated as an "On-Site Agency":*

- 30. On-Site agency must have at least one agency representative who is a Certified Food Handler. Agency must provide a copy of the Certified Food Handler certificate to the Food Bank.

ANY VIOLATION OF THIS AGREEMENT MAY SUBJECT AGENCY TO IMMEDIATE SUSPENSION OR TERMINATION.


\*\*\*\*\* I Accept and Agree to All of the Terms \*\*\*\*\*

For Agency:

\_\_\_\_\_  
Chief Executive (e.g. Executive Director, Board President, Pastor, etc.)      Date

\_\_\_\_\_  
Print Name of Chief Executive      Print Title

For Los Angeles Regional Food Bank:



\_\_\_\_\_  
Michael Flood, President/CEO (or designee)

1/24/12

\_\_\_\_\_  
Date

**COMMERCE:**

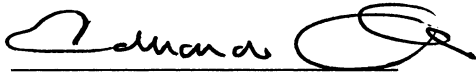
Date: \_\_\_\_\_

\_\_\_\_\_  
Joe Aguilar  
Mayor

Attest:

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

Approved As To Form:



\_\_\_\_\_  
Eduardo Olivo  
City Attorney



Fighting Hunger. Giving Hope.

# Liability Release

The undersigned authorized agent of City of Commerce  
(Agency Name)

(Herein referred to as "Agency") hereby warrants that the following release and indemnity will apply during any and all periods in which said agency receives assorted foods or other items from the Los Angeles Regional Food Bank ("Food Bank"). Said agency warrants that its authorized representative upon delivery will duly inspect the donated food and other items to ensure all items are found fit for human consumption. It is further agreed that:

1. Agency accepts the donated food and other items "as is."
2. Food Bank, Feeding America and the original donor expressly disclaim any implied or express warranties that said donated food and other items are fit for human use or consumption.
3. Agency releases Food Bank, Feeding America and original donor from any liability resulting from the condition of the donated food, except for liability resulting from gross negligence or intentional misconduct of Food Bank. Agency further agrees to indemnify, defend and hold Food Bank free and harmless from and against all and any liabilities, damages, losses, claims, causes of action, suits at law or in equity or any obligation whatsoever and all costs and expenses including attorneys fees arising out of or attributed to any action of agency in connection with agencies storage or use, including distribution of donated food.

ANY VIOLATION OF THIS AGREEMENT MAY SUBJECT AGENCY TO IMMEDIATE SUSPENSION OR TERMINATION.

\*\*\*\*\* I Accept and Agree to All of the Terms \*\*\*\*\*

For Agency:

\_\_\_\_\_  
Signature of Chief Executive (e.g. Executive Director, Pastor, etc.)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name of Chief Executive

\_\_\_\_\_  
Title

For Los Angeles Regional Food Bank:

\_\_\_\_\_  
Michael Flood, President/CEO (or designee)  
Los Angeles Regional Food Bank

\_\_\_\_\_  
Date

**COMMERCE:**

Date: \_\_\_\_\_

\_\_\_\_\_  
Joe Aguilar  
Mayor

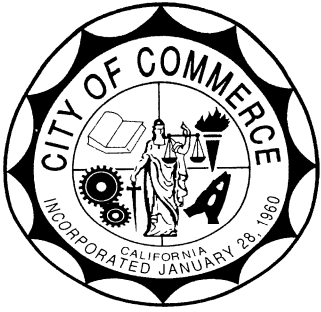
Attest:

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

Approved As To Form:



\_\_\_\_\_  
Eduardo Olivo  
City Attorney



# AGENDA REPORT

DATE: March 20, 2012

**TO:** Honorable City Council

**FROM:** City Administrator

**SUBJECT:** A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMMERCE, CALIFORNIA, APPOINTING ING NATIONAL TRUST AS THE TRUSTEE OF THE CITY OF COMMERCE DEFERRED COMPENSATION PLAN AND APPROVING THE 457 TRUST AGREEMENT BY AND BETWEEN THE CITY OF COMMERCE AND ING NATIONAL TRUST FOR AND ON BEHALF OF THE CITY

**RECOMMENDATION:**

Approve the Resolution and assign the number next in order.

**MOTION:**

Move to approve the recommendation.

**BACKGROUND:**

The City of Commerce (the "City") maintains a 457 Deferred Compensation Plan (the "Plan") for eligible City employees. The City previously entered into an agreement with ING Life Insurance and Annuity Company ("ING") to provide investment options, record keeping and/or other administrative services to the Plan.

On March 6, 2012, the City Council approved a new 457(b) Deferred Compensation Plan, a 457(b) Specimen Adoption Agreement, and a Contract Holder Direction and Acknowledgment Letter in order to implement certain Plan upgrades. The City is required to approve one more agreement, a 457 Plan Trust Agreement, in order to move forward with the Plan upgrades. Thus, staff recommends that the City Council approve the 457 Plan Trust Agreement between the City and ING National Trust

**FISCAL IMPACT:**

The City will not benefit monetarily from the upgrade from the current product, administratively we should witness less paper transactions and thus less of a burden on finance staff. In addition, employees will experience a savings in their 457 accounts because they will no longer be paying the fees associated with the current platform.

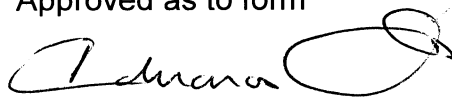
Respectfully submitted,

  
Vilko Domic  
Finance Director

Reviewed by,

  
Jorge Rifa  
City Administrator

Approved as to form

  
Eduardo Olivo  
City Attorney

**AGENDA ITEM No. 10**

Attachments: Resolution  
457 Plan Trust Agreement





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

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMMERCE,  
CALIFORNIA, APPOINTING ING NATIONAL TRUST AS THE TRUSTEE OF THE CITY  
OF COMMERCE DEFERRED COMPENSATION PLAN AND APPROVING THE 457  
TRUST AGREEMENT BY AND BETWEEN THE CITY OF COMMERCE AND ING  
NATIONAL TRUST FOR AND ON BEHALF OF THE CITY

WHEREAS, the City of Commerce must adopt a resolution appointing ING National Trustee as the Trustee of the City of Commerce Deferred Compensation plan, or as soon as assets are received thereafter; and

WHEREAS, the City Administrator for the City of Commerce will be authorized and empowered to enter into agreements necessary to implement this resolution.

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

Section 1. ING National Trust is hereby appointed as the Trustee of the City of Commerce Deferred Compensation Plan, or as soon as assets are received thereafter.

Section 2. The City Administrator for the City of Commerce is hereby authorized to execute the Plan Documents and/or amendments and will sign the trust/custodial agreements, including the 457 Trust Agreement by and between the City of Commerce and ING National Trust for and on behalf of the City.

PASSED, APPROVED and ADOPTED this \_\_\_\_\_ day of \_\_\_\_\_, 2012.

\_\_\_\_\_  
Joe Aguilar, Mayor

ATTEST:

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



**457 PLAN**

**TRUST AGREEMENT**

by and between

City of Commerce

and

ING National Trust

**CITY OF COMMERCE 457 DEFERRED COMPENSATION PLAN  
TRUST AGREEMENT**

**THIS TRUST AGREEMENT**, effective as of the **15th** day of **March, 2012** between **City of Commerce** (the "Employer") in its corporate capacity and as the Plan Sponsor of the **City of Commerce 457 Deferred Compensation Plan** (the "Plan"), acting by and through \_\_\_\_\_, as the person/body authorized by Section [\_\_\_\_] of the Plan document to act on the Employer's behalf in Plan matters (the "Authorized Representative") and ING National Trust (the "Trustee").

WITNESSETH:

**WHEREAS**, the Employer has adopted the Plan which is intended to meet the requirements of Section 457(b) and Section 414(d) of the Internal Revenue Code of 1986, as amended ("Code"), for the benefit of the employees therein described; and

**WHEREAS**, the Employer has established or desires to establish a trust constituting a part of the Plan, pursuant to which assets are held to provide for the funding of and payment of benefits under the Plan; and

**WHEREAS**, the Authorized Representative is identified as such in the Plan, or identified as an authorized representative pursuant to a procedure specified in the Plan, and has the power and authority to manage and control the assets of the Plan; and

**WHEREAS**, the Authorized Representative has elected to invest the assets of the Plan by means of an investment program (the "Program") offered by ING Life Insurance and Annuity Company ("ILIAC") through its broker-dealer affiliate ING Financial Advisors, LLC (the "Broker"), and in connection therewith, has appointed ILIAC as a recordkeeper to the Plan and the Broker to provide brokerage services to the Plan; and

**WHEREAS**, the Authorized Representative wishes to appoint the Trustee as a trustee to the Plan solely with respect to Program assets in accordance with the terms and conditions of this Agreement;

**NOW, THEREFORE**, the Authorized Representative, and the Trustee, each intending to be legally bound, agree as follows:

**SECTION 1 - ESTABLISHMENT AND OPERATION OF TRUST**

1.1 **Appointment and Acceptance of Trustee.** The Authorized Representative hereby establishes with the Trustee a trust consisting of such sums of money and such other property acceptable to the Trustee as shall from time to time be paid or delivered to the Trustee, and hereby appoints the Trustee as trustee with respect to the assets invested through the Program and held pursuant to this Agreement as such assets shall exist from time to time (the "Fund"). For purposes of this Agreement, Plan assets invested through the Program in a self-directed brokerage account shall be considered to be part of the Fund. The Fund shall be held by the Trustee in trust and dealt with in accordance with the provisions of this Agreement. The Fund shall not include any interest in any direct or indirect investments in real property, leaseholds, mineral interests or participations in a real estate investment trust or corporation organized under Section 501(c) or 501(c)(25) of the Code. The Trustee shall have no responsibility for any property until it is received and accepted by the Trustee, or for any property of the Plan not delivered to the Trustee and accepted by the Trustee to be a part of the Fund. The Trustee hereby accepts its appointment, acknowledges that it assumes the duties established by this Agreement, and agrees to be bound by the terms contained herein.

1.2 **Trustee Responsibilities.** The Trustee shall receive and hold the assets of the Fund on behalf of Plan participants and beneficiaries in accordance with the terms of this Agreement. The duties of the Trustee hereunder are as a directed trustee and the Trustee shall act solely in accordance with the instructions of the Authorized Representative or Authorized Parties in accordance with Sections 2.2 and 2.3 of this Agreement ("Authorized Instructions"). Nothing in this Agreement is intended to give the Trustee any discretionary responsibility, authority or control with respect to the management or administration of the Plan or the management

of the assets of the Plan. Further, the Trustee is not a party to the Plan and has no duties or responsibilities other than those that may be expressly contained in this Agreement. In any case in which a provision of this Agreement conflicts with any provision in the Plan, this Agreement shall control.

1.3 Exclusive Benefit. Except as may be permitted by law, by the terms of the Plan, or by this Agreement, at no time prior to the satisfaction of all liabilities with respect to participants and their beneficiaries under the Plan shall any part of the Fund be used for or diverted to any purpose other than for the exclusive benefit of the participants and their beneficiaries. The assets of the Fund shall be held for the exclusive purposes of providing benefits to participants of the Plan and their beneficiaries and defraying the reasonable expenses of administering the Plan and the Trust.

1.4 Standard of Care. The Trustee shall discharge its duties under this Agreement with the care and skill under the circumstances then prevailing that a prudent man acting in a like capacity and familiar with such matters would use in the conduct of an enterprise of a like character and with like aims. The Trustee shall not be liable for any acts or omissions of another person other than the negligent acts or omissions of its own employees and agents. The Trustee shall not be responsible for the title, validity or genuineness of any property or evidence of title thereto received by it or delivered by it pursuant to this Agreement and shall be held harmless in acting upon any notice, request, direction, instruction, consent, certification or other instrument believed by it to be genuine and delivered by the proper party or parties.

1.5 Contributions. The Trustee shall receive contributions or other amounts for deposit to the Plan that are delivered to the Trustee for deposit to or for the benefit of the Plan. The Trustee shall transmit contributions received to the Broker for the purpose of settling the Plan's investment transactions. The Authorized Representative shall have sole duty and responsibility for the determination of the accuracy or sufficiency of the contributions to be made under the Plan and for the transmittal of contributions or other amounts to the Plan. The Trustee shall have no duty or responsibility (a) to determine the amounts to be contributed to or transferred to the Plan or on behalf of the participants of the Plan, (b) to collect any contributions or transfers to the Plan or to enforce the collection of any such contributions or transfers, or (c) for the adequacy of amounts deposited to the Fund to meet and discharge any of the Plan's liabilities.

1.6 Return of Contributions. Notwithstanding any other provision of this Agreement contributions made by the Authorized Representative based upon mistake of fact may be returned to the Employer within one year of such contribution, provided that the return of contributions under this Section 1.6 may not violate any provision of the Plan. The Trustee shall return contributions under this Section 1.6 only in accordance with Authorized Instructions and the Trustee shall have no duty to determine whether the return of such contributions is permitted under this Section 1.6 and the Plan.

1.7 Distributions. The Trustee shall make distributions and disbursements from the Fund solely in accordance with Authorized Instructions. The Authorized Representative agrees that the Trustee shall not have any responsibility or duty under this Agreement to see to the proper application of any payment, to determine the tax effect of any payment, or to determine whether a distribution or disbursement to any person paid in accordance with Authorized Instructions is appropriate under the terms of the Plan and applicable law.

1.8 Compliance with Law. The Trust is intended to be tax-exempt under Section 501(a) of the Code. The Employer represents that it intends that the Plan constitute an eligible deferred compensation plan under Section 457(b) and Section 414(d) of the Code. The Employer and the Authorized Representative each agree to immediately notify the Trustee if the Plan ceases to be so eligible.

## **SECTION 2 - AUTHORITIES**

2.1 Authority to Execute Agreement. The Authorized Representative hereby certifies that it has the power and authority to enter into this Agreement on behalf of the Plan. The person(s) signing below on behalf of the Authorized Representative warrant, as individuals, that each is an authorized representative of the Employer and the Authorized Representative, all signatures are genuine and the persons indicated are authorized to sign.

2.2 Authorized Parties. The Authorized Representative shall furnish the Trustee with a written list of the names, signatures, extent of authority of all persons authorized to direct the Trustee and otherwise act on behalf of the Employer under the terms of this Agreement as "Authorized Parties." The Authorized Representative hereby confirms to the Trustee that ILIAC and the Broker are Authorized Parties, for purposes of making distributions and disbursements from the Fund to pay Plan benefits and settling Plan investment transactions, respectively. The Trustee shall be entitled to rely on and shall be fully protected in acting upon directions, instructions, and any information provided by an Authorized Party until notified in writing by the Authorized Representative of a change of the identity or extent of authority of an Authorized Party.

2.3 Authorized Instructions. All directions and instructions to the Trustee from an Authorized Party ("Authorized Instructions") shall be in writing, transmitted by mail (including electronic mail) or by facsimile. The Trustee shall be entitled to rely on and shall be fully protected in acting in accordance with all such directions and instructions which it reasonably believes to have been given by an Authorized Party and in failing to act in the absence thereof.

### **SECTION 3 - POWERS AND DUTIES**

3.1 General Powers and Duties of Trustee. In administering the Trust, the Trustee shall be specifically authorized to:

(a) In accordance with Authorized Instructions, receive, hold and maintain custody of, and disburse Plan assets;

(b) Hold securities or other Plan property in book entry form or through another agent or nominee, including without limitation in an omnibus account arrangement, provided that the Trustee's records clearly indicate that such securities or other property are held for the exclusive benefit of the Plan and its participants and beneficiaries;

(c) Appoint domestic agents, sub-trustees, sub-custodians or depositories (including affiliates of the Trustee) as to part or all of the Fund, except that the indicia of ownership of any asset of the Fund shall not be held outside the jurisdiction of the District Courts of the United States unless in compliance with the standards of Section 404(b) of ERISA and regulations thereunder;

(d) Collect income payable to and dividends or other distributions due to the Fund and sign on behalf of the Plan any declarations, affidavits, and certificates of ownership required to collect income and principal payments;

(e) Collect proceeds from assets of the Fund that may mature or be called;

(f) Until Authorized Instructions are received, hold the assets of the Fund uninvested, or invest the assets of the Fund in bank accounts of any bank, and the Trustee may retain any earnings on such deposits as part of its compensation for services hereunder;

(g) Submit or cause to be submitted to the Authorized Representative all information received by the Trustee regarding ownership rights pertaining to property held in the Fund;

(h) Exercise all voting rights relating to securities held in the Fund as directed by the Authorized Representative; provided that, with respect to securities allocated to the accounts of Plan participants, unless otherwise directed by the Authorized Representative in writing, the Trustee shall mail to each Plan participant who has shares of such securities credited to his or her account a copy of the notice and all proxy solicitation materials together with a voting instruction form for return to the Trustee or its designee, and the Trustee shall vote the shares as directed by each participant and shall not vote shares for which it has not received instructions from a participant. Unless the Authorized Representative instructs the Trustee to vote shares not voted by participants, the Trustee shall not be liable and shall be held harmless for not voting such shares.

(i) Commence or defend suits or legal proceedings and represent the Fund in all suits or legal proceedings in any court or before any other body or tribunal as the Trustee shall deem necessary to protect the Fund, and the Trustee shall be indemnified by the Employer and the Plan against all expenses and liabilities sustained in connection with such action;

(j) Employ suitable agents and legal counsel and, as part of its reimbursable expenses under this Agreement, pay their reasonable compensation and expenses. The Trustee shall be entitled to rely on and may act upon advice of counsel on all matters, and, if the use of such counsel is authorized by the Authorized Representative, the Trustee shall be without liability for any action reasonably taken or omitted pursuant to such advice;

(k) Make, execute and deliver any and all documents, agreements or other instruments in writing as are necessary or desirable for the accomplishment of any of the powers and duties in this Agreement; and

(l) Generally take any action, whether or not expressly authorized, which the Trustee may deem necessary or desirable for the fulfillment of its duties hereunder.

#### **SECTION 4 - INVESTMENT OF THE FUND**

4.1 **Investment of the Fund.** The assets of the Fund shall be invested and reinvested among the investments selected by the Authorized Representative. The Authorized Representative shall have sole responsibility for the investment and reinvestment of the assets of the Fund, except to the extent that the Plan permits participants to instruct the Authorized Representative with respect to the investment of their individual accounts among investment options selected by the Authorized Representative for the Plan. The Trustee shall have no duty or responsibility for (a) selecting or providing advice with respect to the selection of any investment options offered under the Plan, (b) determining or reviewing any securities or other property purchased for or held by the Plan, or (c) providing advice with respect to the purchase, retention, redemption, or sale of any securities or other property for the Plan. In the event the Authorized Representative has selected particular investment options offered through the Program into which Plan assets previously invested with another investment provider are to be placed (a procedure known as "mapping"), the Trustee shall bear no duty or responsibility for determining the suitability of the Program investment offerings selected for this purpose.

4.2 **Investment Transactions.** Under the plan services agreement, the Broker receives instructions from the Authorized Representative or, if the Plan so provides, from the Plan participants, and executes plan-level trade instructions. All investment transactions for the Fund shall be effected by the Broker and the Trustee's sole responsibility therefor shall be to, solely in accordance with Authorized Instructions, (a) receive and hold title to securities purchased on the Plan's behalf, (b) cooperate with the Broker in the transfer of securities or other property of the Plan in connection with the redemption or sale of securities or other property, and (c) collect from the Broker proceeds received upon such redemptions or sales.

#### **SECTION 5 - REPORTING AND RECORDKEEPING**

5.1 **Records and Reports.** The Trustee shall keep accurate records of all amounts received by and disbursed from the Fund and the investments and other transactions of the Fund for at least six years following the date of such transaction. The Trustee shall provide a report of the assets of the Fund to the Authorized Representative from time to time, but at least annually. The Trustee may rely on the fair market value of the property of the Fund as reported by ILIAC and the Trustee shall be fully protected in relying on such values.

5.2 **Review of Reports.** If, within ninety (90) days after the Trustee mails to the Authorized Representative a statement with respect to the Fund, the Authorized Representative has not given the Trustee written notice of any exception or objection thereto, the statement shall be deemed to have been approved, and in such case, the Trustee shall not be liable for any matters in such statements. The Authorized Representative or its agent, upon giving prior written notice to Trustee, shall have the right at its own expense to inspect the Trustee's books and records directly relating to the Fund during normal business hours. Trustee shall be reimbursed its actual costs for making such books and records available for inspection.

5.2 Non-Fund Assets. The duties of the Trustee shall be limited to the assets held in the Fund, and the Trustee shall have no duties with respect to assets held by any other person including, without limitation, any other trustee for the Plan. The Employer hereby agrees that the Trustee shall not serve as, and shall not be deemed to be, a co-trustee under the circumstances, and shall have no co-fiduciary liability for any other person or trustee.

#### **SECTION 6 - COMPENSATION, EXPENSES, TAXES, INDEMNIFICATION**

6.1 Compensation and Expenses. The Trustee shall be entitled to compensation for services under this Agreement as set forth in Exhibit A. The Authorized Representative acknowledges that the Trustee may increase the amount of compensation on an annual basis with sixty (60) days' prior written notice to the Authorized Representative. The Trustee shall also be entitled to receive as part of its compensation any amounts earned under Section 3.1(f) and to reimbursement for expenses incurred by it in the discharge of its duties under this Agreement in accordance with Section 3.1. The Trustee is authorized to charge and collect from the Fund any and all such fees and expenses, unless the Authorized Representative objects within 30 days' of receiving notice of the Trustee's intent to collect its fees and expenses from the Fund.

6.2 Tax Obligations. To the extent an Authorized Party has provided necessary information to the Trustee, the Trustee may use reasonable efforts to assist such Authorized Party to notify the Employer or the Authorized Representative (as appropriate) of any responsibility for payment of taxes, withholding, certification and reporting requirements, claims for exemptions or refund, interest, penalties and other related expenses of the Fund ("Tax Obligations"). Notwithstanding the foregoing, the Trustee shall have no responsibility or liability for any Tax Obligations now or hereafter imposed on the Employer or the Fund by any taxing authorities, domestic or foreign, except as provided by applicable law. To the extent the Trustee is responsible under any applicable law for payment of any Tax Obligation on behalf of the Fund or the Trust, the Authorized Representative shall cause the appropriate Authorized Party to inform the Trustee of all Tax Obligations, shall direct the Trustee with respect to the performance of such Tax Obligations, and shall provide the Trustee with all information required by the Trustee to meet such Tax Obligations.

6.3 Indemnification. The Employer, and to the extent permitted by law, the Plan, shall indemnify and hold harmless the Trustee from all claims, liabilities, losses, damages and expenses, including reasonable attorney's fees and expenses (including Tax Obligations) incurred by the Trustee in connection with this Agreement, except as a result of the Trustee's own negligence or willful misconduct. This indemnification shall survive the termination of this Agreement.

6.4 Force Majeure. The Trustee shall not be responsible or liable for any losses to the Fund resulting from nationalization, expropriation, devaluation, seizure, or similar action by any governmental authority, de facto or de jure; or enactment, promulgation, imposition or enforcement by any such governmental authority of currency restrictions, exchange controls, levies or other charges affecting the Fund's property; or acts of war, terrorism, insurrection or revolution; or acts of God; or any other similar event beyond the control of the Trustee or its agents. This Section shall survive the termination of this Agreement.

#### **SECTION 7 - AMENDMENT, TERMINATION, RESIGNATION, REMOVAL**

7.1 Amendment. The Trustee may amend this Agreement as necessary to comply with the provisions of applicable law and regulations. The Trustee shall deliver written notice of any such amendment to the Named Fiduciary. Other amendments may be made by written agreement signed by the parties hereto.

7.2 Removal or Resignation of Trustee. The Trustee may be removed with respect to all or part of the Fund upon receipt of sixty (60) days' written notice from the Authorized Representative. The Trustee may resign as Trustee hereunder upon sixty (60) days' written notice delivered to the Authorized Representative. In the event of such removal or resignation, the successor trustee will be appointed by the Authorized Representative, and the retiring Trustee shall transfer the Fund, less such amounts as may be reasonable and necessary to cover its compensation and direct expenses including but not limited to, a pro-rata share of the fees described in Section 6.1. In the event the Employer fails to appoint a successor trustee within sixty (60) days of receipt of written notice of



resignation, the Trustee reserves the right to seek the appointment of a successor trustee from a court of competent jurisdiction. The Employer shall indemnify the Trustee from any costs incurred by the Trustee in seeking such appointment. The Trustee shall have no duties, responsibilities or liability with respect to the acts or omissions of any successor trustee.

7.3 Merger or Consolidation of Trustee. Any entity into which the Trustee may be merged or with which it may be consolidated, or any entity resulting from any merger or consolidation to which the Trustee is a party, or any entity succeeding to the trust business of the Trustee, shall become the successor of the Trustee hereunder, without the execution or filing of any instrument or the performance of any further act on the part of the parties hereto.

7.4 Plan Termination. Upon termination of the Plan, the Trustee shall distribute all assets then constituting the Fund, less any fees and expenses payable from the Fund, pursuant to the instructions of the Authorized Representative. The Trustee shall be entitled to assume that such distributions are in full compliance with and not in violation of the terms of the Plan or any applicable law.

7.5 Property Not Transferred. The Trustee reserves the right to retain such property as is not suitable for distribution or transfer at the time of the termination of the Plan or this Agreement and shall hold such property for the benefit of those persons or other entities entitled to such property until such time as the Trustee is able to make distribution. The Employer shall indemnify the Trustee from any costs incurred by the Trustee for retaining the property until it can be distributed. Upon the appointment and acceptance of a successor trustee, the Trustee's sole duties shall be those of a custodian with respect to the property not transferred.

#### **SECTION 8 - ADDITIONAL PROVISIONS**

8.1 Assignment or Alienation. Except as may be provided by law, the Fund shall not be subject to any form of attachment, garnishment, sequestration or other actions of collection afforded creditors of the Employer, participants or beneficiaries under the Plan. The Trustee shall not recognize any assignment or alienation of benefits unless an Authorized Instruction is received.

8.2 Governing Law. This Agreement shall be construed in accordance with and governed by the laws of the State of Connecticut, to the extent not preempted by Federal law.

8.3 Shareholder Communication. Until such time as the Trustee receives a written notice to the contrary with respect to a particular security, the Trustee may release the identity and the address of the Trust to the security issuer which requests such information pursuant to the Shareholder Communications Act of 1985 for the specific purpose of the direct communication between such security issuer and shareholder.

8.4 Necessary Parties. The Trustee reserves the right to seek a judicial or administrative determination as to its proper course of action under this Agreement. Nothing contained herein will be construed or interpreted to deny the Trustee, the Authorized Representative, or the Employer the right to have the Trustee's account judicially determined. To the extent permitted by law, only the Trustee, the Authorized Representative and the Employer shall be necessary parties in any application to the courts for an interpretation of this Agreement or for an accounting by the Trustee, and no participant under the Plan or other person having an interest in the Fund shall be entitled to any notice or service of process. Any final judgment entered in such an action or proceeding shall, to the extent permitted by law, be conclusive upon all persons. The Employer shall indemnify the Trustee for any costs incurred by the Trustee in seeking such judgment.

8.5 Notices. All notices and other communications hereunder shall be in writing and shall be sufficient if delivered by hand or if sent by telefax or mail (including electronic mail), postage prepaid, addressed:

(a) If to the Trustee:

Christopher H. Rand  
Vice President  
ING National Trust  
One Orange Way  
Windsor, CT 06095

(b) If the Authorized Representative:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

The parties may by like notice, designate any future or different address to which subsequent notices shall be sent. Any notice shall be deemed given when received.

8.6 No Third Party Beneficiaries. The provisions of this Agreement are intended to benefit only the parties hereto, their respective successors and assigns, and participants and their beneficiaries under the Plan. There are no other third party beneficiaries.

8.7 Execution in Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, and said counterparts shall constitute but one and the same instrument and may be sufficiently evidenced by one counterpart.

#### **SECTION 9 DESIGNATED ROTH CONTRIBUTIONS**

9.1 Designated Roth Contributions defined. Pursuant to Section 402A of the Code, a Designated Roth Contribution is an elective deferral that is:

- Designated irrevocably by the participant at the time of the cash or deferred election as a Designated Roth Contribution that is being made in lieu of all or a portion of the pre-tax elective deferrals the participant is otherwise eligible to make under the Plan; and
- Treated by the employer as includible in the participant's income at the time the participant would have received that amount in cash if the participant had not made a cash or deferred election.

9.2 Participant Roth Account. This Account shall be credited with any Designated Roth Contributions, the portion of any transfer or rollover attributable to such amounts, and any related earnings (gains, losses, dividends or interest) and shall be debited with withdrawals of Designated Roth Contributions. No contributions other than Designated Roth Contributions and properly attributable earnings (gains, losses, dividends or interest) will be credited to a Participant Roth Account. Unless specifically stated otherwise in this Agreement, the Participant Roth Account shall be treated in the same manner as the non-Roth portion of the Participant Custodial Account.

9.3 Participant's Custodial Account or Employee's Trust Account. The Participant's Trust Account or Employee's Trust Account, as applicable, under this Agreement shall include both non-Roth pre-tax elective deferrals (the "non-Roth portion") and the Participant Roth Account described in Section 3 above. Amounts

held under the Participant Roth Account must be segregated from the amounts held under the non-Roth portion of the Participant's Custodial Account or Employee's Custodial Account, as applicable.

Gains, losses, and other credits or charges must be separately allocated on a reasonable and consistent basis to the Participant Roth Account and the non-Roth portion of the Participant's Custodial Account or Employee's Custodial Account, as applicable.

No transaction or accounting methodology involving the Participant Roth Account or non-Roth portion of the Participant's Custodial Account or Employee's Custodial Account, as applicable, shall have the effect of directly or indirectly transferring value into the Participant Roth Account.

9.4 Rollovers from the Participant Roth Account. A direct rollover of a distribution from a Participant Roth Account will only be made to another Designated Roth Contribution account under an applicable retirement plan described in 402A(e)(1) or to a Roth IRA described in Section 408A of the Code, and only to the extent the rollover is permitted under the rules of Section 402(c) of the Code.

9.5 Rollovers to the Participant Roth Account. Unless otherwise provided by the Plan, a rollover contribution to a Participant Roth Account shall be accepted only if it is a direct rollover from another Designated Roth Contribution account under an applicable retirement plan described in Section 402A(e)(1) of the Code and only to the extent the rollover is permitted under the rules of Section 402(c) of the Code.

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement as of the effective date set forth above.

**City of Commerce**

**ING National Trust**

By: \_\_\_\_\_  
[Name of Authorized Representative]

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

**EXHIBIT A**

**FEES**

In consideration for services rendered according to the terms of this Agreement, the Trustee shall be paid according to the following fee schedule:

[Fees will be paid by ILIAC]



# AGENDA REPORT

MEETING DATE: March 20, 2012

**TO:** HONORABLE CITY COUNCIL

**FROM:** CITY ADMINISTRATOR

**SUBJECT:** APPEAL OF TRAFFIC COMMISSION DECISION – DENIAL OF CURBSIDE PARKING FOR PHYSICALLY CHALLENGED PERSON – ROBERT VILLANUEVA

**RECOMMENDATION:**

The City Council will hear and consider:

1. Appeal of Traffic Commission decision to deny a request by Mr. Robert Villanueva for Curbside Parking for Physically Challenged Person.
2. That the City Council uphold the Traffic Commission's decision to deny the request by Mr. Robert Villanueva for Curbside Parking for Physically Challenged Person.

**MOTION:**

Move to approve recommendation.

**BACKGROUND/ANALYSIS:**

Mr. Robert Villanueva submitted a request to the City for curbside physically challenged person's parking by providing the proper proof of a valid disabled person vehicle placard identification card (expires June 30, 2013) issued pursuant to Section 22511.5 or Section 9105 of the State of California Vehicle Code.

At its meeting of December 7, 2011, the Traffic Commission reviewed and discussed all pertinent information regarding Mr. Villanueva's request. After the discussion, the Commission approved staff's recommendation to deny Mr. Villanueva's request on the following grounds:

1. The subject property has a driveway approximately 17 feet wide. The Policy and Procedures states in Section II – Procedures, Item A-1, "If the applicant's existing driveway is fourteen feet (14') in width or wider, the application shall not be approved." (See Street Level Photo attached in the Traffic Commission Report).

It is staff's recommendation that the City Council uphold the Traffic Commission's decision and deny Mr. Villanueva's appeal on this matter.

**FISCAL IMPACT**

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

**RELATIONSHIP TO 2009 STRATEGIC GOALS:**

The issue before the Council is applicable to the following Council's strategic goal: "Protect and Enhance Quality of Life in the City of Commerce". Although, there are no specific objectives connected to this issue; the City is responsible for enforcing curbside parking in the City.

Respectfully submitted,

  
Jorge Rifa  
City Administrator

**Recommended by:**

  
for Robert Zarrilli  
Director of Community Development

**Prepared by:**

  
Danilo Batson  
Assistant Director of Public Services

**Fiscal Impact Reviewed by:**

  
Vilko Domic  
Director of Finance

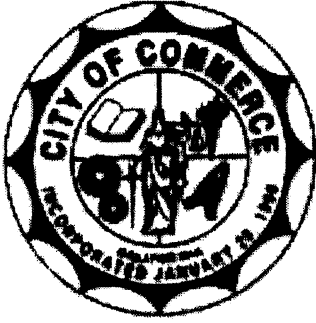
**Approved As To Form:**

  
Eduardo Olivo  
City Attorney

Attachments: Traffic Commission Agenda Report dated 12/07/11  
Policy & Procedures dated 07/06/11 – Installation of On-Street Challenged Accessible Spaces  
Traffic Commission Meeting Minutes of 12/07/11  
City of Commerce Work Order No. 1107  
Appeal Letter dated 12/22/11 from R. Villanueva  
Response Letter dated 03/12/12 from City Clerk

File: 2011 City Council Agenda Reports  
Appeal of Traffic Commission Decision to Deny Request for Curbside Parking for Physically Challenged Person (Robert Villanueva)

# AGENDA REPORT



## TRAFFIC COMMISSION

Meeting Date: December 7, 2011

TO: Traffic Commission  
FROM: Traffic Commission Liaison  
SUBJECT: REQUEST FOR ON-STREET PHYSICALLY CHALLENGED ACCESSIBLE PARKING SPACE AT 7524 WELLMAN STREET

### RECOMMENDATION:

That the Traffic Commission consider for approval staff's recommendation to deny a request to provide an on-street physically challenged accessible parking space at 7524 Wellman Street.

### MOTION:

Move to approve recommendation.

### BACKGROUND:

Robert Villanueva submitted a request to the City for curbside physically challenged person's parking by providing the proper proof of a valid disabled person vehicle placard identification card (expires June 30, 2013) issued pursuant to Section 22511.5 or Section 9105 of the State of California Vehicle Code.

### ANALYSIS:

In accordance with Commerce's Policy and Procedures for the Installation of On-Street Physically Challenged Accessible Spaces approved by City Council on September 20, 2011, staff recommends that this request be denied. A field review of the subject property found the following: 1) the subject property is a single-family dwelling; 2) the driveway is approximately 17 feet and located on Wellman Street; 3) there is no existing on-street physically challenged parking space on block; and 4) available on-street parking appears not to be limited on the block. Mrs. Villanueva stated that at night the street is heavily parked and at times her neighbors block her driveway. An option would be to 3 feet of red curb on both side of the driveway.

### FISCAL IMPACT:

Estimated cost: None

Respectfully submitted,

  
Danilo Batson  
Traffic Commission Liaison

Attachment: Site Photos  
Documentation submitted by applicant  
File: 2011 Traffic Commission





7524 WELLMAN STREET- STREET LEVEL VIEW (1)



7524 WELLMAN STREET - STREET LEVEL VIEW (2)



7524 WELLMAN STREET - DRIVEWAY



12/02/2011

City of Commerce  
Department of Community Development



2011 NOV -1 PM 4: 31

Application for On-Street Physically Challenged Accessible Parking Space

Name: Robert Villanueva Phone No.: 323 7267880

Address: 7524 Wellman St City: Commerce Zip Code: 90040

Accessible Parking Space (Blue Curb) Location: IN FRONT OF HOUSE

Who is the parking space for?:  Self  Child (name): \_\_\_\_\_  
 Parent (name): \_\_\_\_\_

Vehicle License Number: 5BEN 830 (Note: Only if Vehicle has a Disabled Person's License Plate)  
Valid Disabled Person's Placard Number: \_\_\_\_\_ Expiration Date: 1013

Identification Provided:  Resident Activity Card  
(Current & Valid)  California Driver's License or  California I.D. Card

Do you currently drive?  Yes  No

Why do you need an on-street physically challenged accessible parking? (Select all that apply):

- Medical Condition
- Wheelchair Bound
- Cannot walk far (or limited mobility)
- Must use cane or walker
- Other (please explain): \_\_\_\_\_

Number of vehicles in household or at this address: 3 Operating \_\_\_\_\_ Non-operating (or stored)

Number of available parking spaces on property: \_\_\_\_\_ Garage 1 In driveway/Carport

Please answer the following questions to help us determine feasibility of your request:

1. Can your driveway be used for access by the physically challenged person's vehicle?  
 Yes  No If not, why? TO SMALL FOR ME

2. Is there an existing on-street physically challenged accessible parking space in close proximity that you can use? If so, where is it located?  
 Yes  No If so, please give location: N  
Address

3. Is there any other information you would like to provide? N/A

I certify that the answers to the questions contained in this Application Form are true and correct to the best of my knowledge and that I have read and understand the Policies and Procedures for On-Street Physically Challenged Accessible Parking Space.

Applicant's Signature: [Signature]

Date: 11/1/11

**Field Investigation**

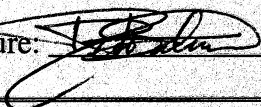
Date: 12/2/11

Investigator: DANILO BATSON

Driveway Measurements: APPROX 17 FT

Field Observations: (1) SINGLE FAMILY DWELLING, (2) DRIVEWAY ON WELLMAN APPROX 17 FEET, (3) NO ON-STREET PARKING SPACE ON BLOCK, (4) NOT LIMITED PARKING

Recommendations: DENY REQUEST

Signature: 

Date: 12/2/11

**Traffic Commission Action**

Meeting Date: DECEMBER 7, 2011

Action Taken: MOVED BY VICE-CHAIRPERSON STOKES, SECOND BY COMMISSIONER CADENAS, AND UNANIMOUSLY CARRIED TO APPROVE STAFF'S RECOMMENDATION TO DENY THE REQUEST TO PROVIDE AN ON-STREET PHYSICALLY CHALLENGED ACCESSIBLE PARKING SPACE AT 7524 WELLMAN AVENUE; HOWEVER <sup>BUT TO</sup> INSTALL 3 FEET OF RED CURB ON EACH SIDE OF THE DRIVEWAY AT SAID ADDRESS. (m)

Comments: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Revised: 7/11 av

**DEPARTMENT OF MOTOR VEHICLES**

**PLACARD NUMBER: A528609**

**DISABLED PERSON  
PLACARD IDENTIFICATION  
CARD/RECEIPT**

**EXPIRES: 06/30/2013**

**DATE ISSUED: 03/09/2011**

This identification card or facsimile copy is to be carried by the placard owner. Present it to any peace officer upon demand. Immediately notify DMV by mail of any change of address. When parking, hang the placard from the rear view mirror, remove it from the mirror when driving.

**When your placard is properly displayed,  
you may park in or on:**

**TYPE: N1                      TV: 92                      CO: 19**

**DOB: 11/27/1963**

- \* Disabled person parking spaces (blue zones)
- \* Street metered zones without paying.
- \* Green zones without restrictions to time limits.
- \* Streets where preferential parking privileges are given to residents and merchants.

**ISSUED TO**

**VILLANUEVA ROBERT J  
7524 WELLMAN ST**

**You may not park in or on:**

**COMMERCE                      CA 90040**

- \* Red, Yellow, White or Tow Away Zones.
- \* Crosshatch marked spaces next to disabled person parking spaces.

**It is considered misuse to:**

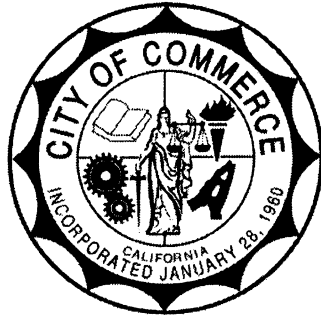
- \* Display a placard unless the disabled owner is being transported.
- \* Display a placard which has been cancelled or revoked.
- \* Loan your placard to anyone, including family members.

**Purchase of fuel  
(Business & Professions Code 13660):**

State law requires service stations to refuel a disabled person's vehicle at self-service rates, except self-service facilities with only one cashier.

Misuse is a misdemeanor (section 4461VC) and can result in cancellation or revocation of the placard, loss of parking privileges, and/or fines.





**City of Commerce**

**Policy and Procedures**  
**for the**  
**Installation of On-Street Physically**  
**Challenged Accessible Spaces**

Approved by City Council  
September 20, 2011

Approved by the City of Commerce Traffic Commission  
July 6, 2011

# I. POLICY

**Objective:** It is the objective of this policy to accommodate the needs of the community for the installation of on-street physically challenged accessible spaces on residential streets/areas when no off-street parking option is available. Industrial and commercial streets/areas shall not be considered for review.

## A. Principles:

1. The decision to install an on-street physically challenged accessible parking space will be based on an evaluation of the available options and the specific needs of the applicant.
2. On-street physically challenged accessible parking spaces are not intended as a means to reserve a private parking space in front of an individual's house.
3. Requests for on-street physically challenged accessible parking space on industrial and commercial streets shall not be considered.
4. Requests for on-street physically challenged accessible parking space for apartments (or dwellings) with 5 or more units shall not be considered.
5. The standard on-street parking space shall be 18 feet. If after painting the curb the remaining space between driveways cannot accommodate another parked vehicle, the remaining space shall be painted red to prevent drivers from parking illegally or blocking a driveway.
6. An on-street physically challenged accessible parking space must comply with ADA requirements.
7. The City of Commerce prefers that parking for the physically challenged be located off-street whenever feasible and appropriate.
8. On-street physically challenged accessible parking spaces will be considered when parking demands in the neighborhood do not allow the applicant to have general use of on-street parking convenient to their residence.
9. All existing on-street physically challenged accessible parking spaces will be documented and evaluated by staff for utilization. If the spaces are determined to be no longer required they will be removed.
10. An on-street physically challenged accessible parking space is available for use by anyone possessing a valid Disabled Person's placard and/or Disabled Person's license plate issued by the DMV, and is not a reserved parking space for the applicant.



11. On-street physically challenged accessible parking spaces shall provide the shortest, and most reasonable, accessible path of travel to the residence.
12. The number of physically challenged accessible parking spaces allowed per block may be limited by the number of existing physically challenged accessible parking spaces in proximity to the proposed physically challenged accessible parking space location. Utilization of any existing space will be taken into consideration along with the specific needs of the applicant.
13. Applications for on-street physically challenged accessible parking spaces may not be processed for temporary or short-term use by the applicant.

## **II. PROCEDURES**

### **A. Screening**

To process an application for on-street physically challenged accessible parking, the following questions must all be addressed:

1. Can the applicant's driveway be used for access by the physically challenged person's vehicle? If the applicant's existing driveway is fourteen feet (14') in width or wider, the application shall not be approved.
2. If the applicant's driveway is less than ten (10'), can the applicant's driveway be widened to accommodate the need for an additional parking space? If the applicant's driveway can be made accessible to accommodate an additional off-site parking space, the application may not be approved.
3. Is the driveway of adequate length to accommodate a parked vehicle (minimum 20'-0" from face of structure to back of walk)?
4. Staff shall review requests for handicapped parking permits within a city block based on existing parking conditions, number of currently active handicapped parking permits, proximity of handicapped parking spaces and other field conditions, which are relevant to handicapped parking, and make a recommendation to the Traffic Commission accordingly.
5. Is the request for the space of a long-term nature and not for temporary use? On-street spaces for a short term or temporary use shall not be approved.
6. Will the on-street space be located in a flat area accessible by wheelchair?

7. Is the on-street space located in proximity to a curb ramp or driveway approach for access to the sidewalk or walkway? If not, the requested space location may need to be revised.
8. Is there a park strip or landscape area between the curb and sidewalk? For van accessible loading and unloading, a concrete landing area may need to be constructed adjacent to the proposed space between curb and sidewalk. Funds may be available from the General Fund's annual sidewalk repair and replacement account for any necessary improvement.
9. Is there an existing on-street physically challenged accessible space in proximity that can be utilized by the applicant? An on-street space may not be approved if there is an existing space in proximity to the requested space. Utilization of any existing space will be taken into consideration along with the specific needs of the applicant.

#### **B. Submittal Requirements**

For staff analysis of the request, the following information is required to be submitted:

1. A completed application.
2. Proof of a physically challenged parking placard from the applicant, (including number and color) or Disabled Person's license plate number.
3. Proof of residency – both current Commerce Resident Activity Card and California Driver's License (or California Identification Card).
4. There shall be no fee for staff processing of an on-street physically challenged accessible parking space request.
5. Written justification from the applicant for requesting the installation of an on-street physically challenged accessible parking space in-lieu of using the driveway.
6. If approved, there shall be no fee for the installation of an approved on-street physically challenged accessible parking space.

#### **C. Analysis of Application**

1. Review submitted material from applicant.
2. Based on this policy, determine if there is adequate justification to allow an on-street space to be installed in-lieu of the applicant using the driveway.
3. If not justified, explore alternative options with the applicant including the widening of the driveway. Funds may or may not be available from the General Fund's annual sidewalk repair and replacement account for any necessary driveway widening.

4. Review the existing accessibility of the applicant's driveway. If the driveway is currently fourteen feet (14') or wider, the application shall be denied.
5. Conduct site investigation with consultation of the applicant. The site is surveyed for parking utilization and existing physically challenged accessible parking space in the area.
6. Evaluate existing parking conditions (shortage of parking, etc) on the street block.
7. A curb ramp or driveway must be located in proximity to the physically challenged accessible on-street parking space to comply with ADA requirements. If not, one must be constructed where an on-street accessible space is installed. Funds may or may not be available from the General Fund's annual sidewalk repair and replacement account for any necessary curb ramp installation.
8. Review any written support documents submitted by the applicant from neighbors in the area. If necessary, confer with the adjacent neighbor, property owner and Community Safety Specialist regarding the possible installation.
9. The Community Development Department will complete the necessary office and field work, and respond to the applicant within four (4) weeks from the date of a complete application submittal.
10. If approved, a service request for installation is issued. High priority should be identified on the work order so that the space can be installed within ten (10) working days.
11. The actual limits of the on-street physically challenged accessible space and sign location are marked in the field by traffic engineering staff for proper installation by the Community Development Department.

#### **D. Appeals**

1. If the request is denied by the Traffic Commission, the request may be appealed by the applicant to the City Council. The applicant shall submit their request for appeal in writing to the City Clerk's Office within fourteen (14) calendar days from the date of action.

#### **E. Annual Re-Application**

1. For an on-street physically challenged accessible space to remain, the applicant will be required to fill out and submit an annual re-application form to the Community Development Department. This re-application form will be mailed to all applicants with a previously approved space, and property owners who have an on-street physically challenged parking space in front of their property.

2. If no reapplication form is received within fifteen (15) working days, staff will attempt a second means of contact. This may include a second letter, a phone call, an e-mail or a personal visit by staff to the residence. Should no response be forthcoming from the applicant within a reasonable amount of response time, a service request may be processed for the space markings and sign to be removed.
3. The annual re-application period shall be from July to August every year.

#### **F. Application for Removal**

1. An on-street physically challenged accessible space can be removed following the submittal of a written application for removal.
2. If a party other than the person who requested the space installation submits the application for removal, the original applicant is contacted to determine if the space is still being used.
3. The Community Development Department may obtain Community Safety Specialist input as necessary regarding observations of on-street physically challenged accessible space utilization.
4. If the on-street physically challenged accessible space is no longer necessary or the person to which the permit was issued is deceased, the applicant or a family member shall contact the Community Development Department for removal of on-street physically challenged accessible space within 30 days.

#### **G. Procedure Review**

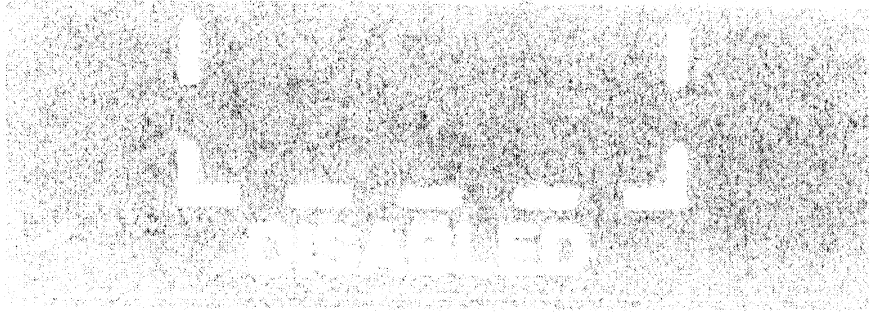
1. The on-street physically challenged accessible parking space procedures will be reviewed by the Community Development Department periodically to determine their applicability and approach to customer service. Any significant changes to the procedures will be submitted to the Traffic Commission for review.

#### **H. Tracking**

1. The Community Development Department will conduct both a database query and field survey to determine the number and location of all existing on-street physically challenged accessible parking spaces.
2. A database will be created, and maintained by the Community Development Department, for the tracking of pertinent information related to all on-street physically challenged accessible parking spaces.
3. If the Community Development Department is contacted about a space that is no longer needed or utilized, it shall follow up by contacting the original requestor (or their family member) as to the need for the parking space and take the appropriate action.

DIAGRAM  
ON-STREET PHYSICALLY CHALLENGED ACCESSIBLE  
SPACES

|← 18 FT →|





# MINUTES

REGULAR MEETING OF THE  
CITY OF COMMERCE TRAFFIC COMMISSION  
WEDNESDAY, DECEMBER 7, 2011, AT 6:30 P.M.  
CITY COUNCIL CHAMBERS  
5655 JILLSON STREET  
COMMERCE, CA 90040

**CALL TO ORDER** Chairperson Gonzalez called the meeting to order at 6:30 p.m.

**PLEDGE OF ALLEGIANCE & INVOCATION** Chairperson Gonzalez led those present in the pledge of allegiance and gave the invocation.

## ROLL CALL

### Present:

### Commission:

Chairperson Gonzalez, Vice-Chairperson Stokes,  
Commissioners Cadenas and Vazquez

### Staff:

Traffic Commission Liaison Batson  
Traffic Commission Clerk Gomez  
East Los Angeles Sheriff's Deputy Gutierrez

### Absent:

Commissioner Lopez  
Public Safety Supervisor Cutting

## PUBLIC COMMENTS

Mrs. Ofelia Avila of 4870 Astor Avenue will address the Commission when her item is presented under Scheduled Matters.

## APPROVAL OF MINUTES

It was moved by Vice-Chairperson Stokes, second by Commissioner Vazquez, and unanimously carried to approve the Minutes as amended for the regular meeting held on November 2, 2011.

## SCHEDULED MATTERS

- 1. REQUEST FOR PARKING RESTRICTIONS ON TRIGGS STREET BELOW THE I-710 FREEWAY OVERPASS BRIDGE BETWEEN DUNCAN AVENUE AND SYDNEY DRIVE - THE TRAFFIC COMMISSION WILL CONSIDER A REQUEST MADE BY AREA RESIDENTS TO PROHIBIT PARKING OR STOPPING ON BOTH SIDES OF TRIGGS STREET BELOW THE I-710 FREEWAY OVERPASS BRIDGE BETWEEN DUNCAN AVENUE AND SYDNEY DRIVE, BY INSTALLING "NO STOPPING ANYTIME" SIGNS.**

Liaison Batson informed the Commission that Los Angeles County Traffic Advisor Irena Guilmette will present this item.

Traffic Advisor Guilmette presented the PowerPoint presentation to the Commission and responded to questions and comments.

After a brief discussion, it was moved by Vice-Chairperson Stokes, second by Commissioner Vazquez, and unanimously carried to approve staff's recommendation to adopt "No Stopping Anytime" prohibitions and post signs on both sides of Triggs Street between Sydney Drive and Duncan Avenue. It is further recommended these sign installations be forwarded to Yunus Ghausi of Caltrans for his review and approval. Once Caltrans has agreed to these recommendations, "No Stopping Anytime" signs should be posted as follows:

- 1) Install R28 (S) with left arrow facing westbound traffic on the north side of Triggs Street at a point 15 feet west of the west curb line of Duncan Avenue.
- 2) Install R28 (S) with right arrow facing eastbound traffic on the south side of Triggs Street at a point 18 feet west of the west curb line of Duncan Avenue.

**REQUEST FOR PARKING RESTRICTIONS ON TRIGGS STREET BELOW THE I-710 FREEWAY OVERPASS BRIDGE BETWEEN DUNCAN AVENUE AND SYDNEY DRIVE – (CONTINUED)**

- 3) Install R28(S) with double arrow facing westbound traffic on north side of Triggs Street at a point 165 feet west of the west curb line of Duncan Avenue.
- 4) Install R28(S) with double arrow facing eastbound traffic on south side of Triggs Street at a point 165 feet west of the west curb line of Duncan Avenue.
- 5) Install R28 (S) with left arrow facing eastbound traffic on the south side of Triggs Street at a point 12 feet east of the east curb line of Sydney Drive.
- 6) Install R28 (S) with right arrow facing westbound traffic on the north side of Triggs Street at a point 15 feet west of the west curb line of Sydney Drive.

**2. REQUEST FOR SPEED HUMPS ON KINSIE STREET BETWEEN COUTS AVENUE AND COWLIN AVENUE - THE TRAFFIC COMMISSION WILL CONSIDER A REQUEST MADE BY COMMERCE RESIDENT ROSE MATSUMURA OF 5048 KINSIE STREET BETWEEN COUTS AVENUE AND COWLIN AVENUE.**

Liaison Batson informed the Commission that Los Angeles County Traffic Advisor Irena Guilmette will present this item.

Traffic Advisor Guilmette presented a detail PowerPoint presentation to the Commission and responded to questions and comments.

After a brief discussion, it was moved by Vice-Chairperson Stokes, second by Commissioner Vazquez, and unanimously carried to approve staff's recommendation to:

- 1) Install RADAR ENFORCED plaque (R48-1 (CA)) below existing SPEED LIMIT 25 sign (R2-1(25)) on the south side of Kinsie Street at a point 100 feet east of the east curb line of Coutts Avenue;
- 2) Install RADAR ENFORCED plaque (R48-1 (CA)) below existing SPEED LIMIT 25 sign (R2-1(25)) on the north side of Kinsie Street at a point 50 feet west of the west curb line of Cowlin Avenue; and
- 3) Deny request for speed humps on Kinsie Street between Coutts Avenue and Cowlin Avenue.

**3. REQUEST FOR AN ON-STREET PHYSICALLY CHALLENGED ACCESSIBLE PARKING SPACE - THE TRAFFIC COMMISSION WILL CONSIDER A REQUEST BY ROBERT VILLANUEVA FOR AN ON-STREET PHYSICALLY CHALLENGED ACCESSIBLE PARKING SPACE AT 7524 WELLMAN STREET.**

Liaison Batson presented a request received from Robert Villanueva of 7524 Wellman Street. He said that staff visited said location and based on a field review of subject property, concluded recommending denial of said request.

After a brief discussion, it was moved by Vice-Chairperson Stokes, second by Commissioner Cadenas, and unanimously carried to approve staff's recommendation to deny request to provide curbside parking for a physically challenged person at 7524 Wellman Avenue, but to approve the option to install three (3) feet of red curb on both sides of the driveway in order to eliminate vehicles from blocking applicant's driveway.

**4. REQUEST FOR AN ON-STREET PHYSICALLY CHALLENGED ACCESSIBLE PARKING SPACE - THE TRAFFIC COMMISSION WILL CONSIDER A REQUEST BY OFELIA AVILA FOR AN ON-STREET PHYSICALLY CHALLENGED ACCESSIBLE PARKING SPACE AT 4870 ASTOR AVENUE.**

Commerce residents Mrs. Ofelia Avila (mother and applicant) and Ofelia Avila (daughter) of 4870 Astor Avenue addressed the Commission. Mrs. Avila asked the Commission in Spanish (daughter translated) to reconsider approving her request for a blue curb due to the painful condition of her knees and the limited walking she can perform. Although there is an existing blue curb two houses south of her address on Jardine Street, it is too far for her to walk.

Liaison Batson presented a request received from Ofelia Avila of 4870 Astor Avenue. He said that staff visited said location and based on a field review of subject property, concluded recommending denial of said request.



**REQUEST FOR AN ON-STREET PHYSICALLY CHALLENGED ACCESSIBLE PARKING SPACE – (CONTINUED)**

After some discussion, it was moved by Vice-Chairperson Stokes, second by Commissioner Vazquez, and unanimously carried to approve staff's recommendation to deny request to provide curbside parking for a physically challenged person at 4870 Astor Avenue.

**STAFF REPORTS**

Liaison Batson responded to an inquiry by Commissioner Cadenas regarding the blue curb in front of the duplex 5814 and 5816 Jillson Street. He mentioned that there is only one request and it was made by the resident who resides at 5814 Jillson Street.

Liaison Batson gave a brief update on the Telegraph Road improvements in front of the Citadel, which included adding two southbound left turn pockets at Citadel Drive and resurfacing of southbound Telegraph Road, only the lane closes to the I-5 Freeway. Striping and markings were also installed. The costs of these improvements will be shared between the City of Commerce and Steve Craig of the Citadel. Lastly, Liaison Batson informed the Commission that the Safe Routes to School Improvements Project is scheduled for the City Council Meeting of December 20, 2011, for award of contract. He also mentioned that the next five City Council Meetings will be held in the Senior Center, while the Council Chambers is undergoing ADA improvements, and staff will find a location to hold the Traffic Commission meetings for January, February and March.

**COMMUNITY SAFETY SPECIALIST'S REPORT**

Public Safety Supervisor Cutting - No report due to absence. However, Chairperson Gonzalez mentioned that he briefly spoke with Mr. Cutting at the City's recent annual Community Christmas Tree Lighting regarding his attendance at the Traffic Commission meetings and inquired if he was coming back. Cutting responded that he is looking into having his schedule changed so that he can attend the meetings.

**SHERIFF'S REPORT**

Deputy Yee – No report due to absence. However, Deputy Gutierrez was sitting in for Deputy Yee and introduced himself to the Commission. Chairperson Gonzalez inquired about the number of citations written on Washington Boulevard by the motorcycle officer which he has observed pulling over a number of motorists.

**COMMISSIONER'S REPORTS**

**Commissioner Cadenas** inquired what work was being done at the Rosewood Park/Aquatorium Community Center. Liaison Batson responded that the contractor was working on replacing an exhaust fan at the Snack Bar. He also thanked Chairperson Gonzalez for his gift and card, and wished everyone a happy holiday.

**Vice-Chairperson Stokes** mentioned that when she was looking through the Penny Saver she noticed an advertisement for the Pachanga Casino bus pick-up location in Commerce on Commerce Way and Shelia Street, and was wondering where the vehicles would park due to limited parking. She asked if the Pachanga Casino makes arrangements with the City for these pick-ups. She asked staff to look into this and also find out if there are other pick-up locations and where. Vice-Chairperson Stokes wished everyone a Merry Christmas and a Happy New Year.

**Commissioner Vazquez** reported that the railroad tracks on Washington Boulevard located near the McDonald's establishment are still in critical condition and in need of repairs. He also requested if a meeting can be held with the

## **COMMISSIONER'S REPORTS (CONTINUED)**

Commerce residents on Ferguson Drive, City staff and the traffic officer(s) regarding parking issues in the area, especially in the cul-de-sacs, and the citations being issued. Liaison Batson said he would look into arranging a meeting as requested by Commissioner Vazquez in order to address the concerns of the residents and hopefully come to a solution that will work for everyone.

**Chairperson Gonzalez** suggested placing a freeway entrance sign for southbound Eastern Avenue at the I-5 on and off-ramps to hopefully avoid further confusion and accidents with motorists using the outside left-turn pocket to merge onto Eastern Avenue. He acknowledged the patchwork being done on southbound Eastern Avenue by the underpass, but no repairs noted for northbound Eastern Avenue and inquired if repairs are scheduled soon. He also made a suggestion to extend the left turn lane on Atlantic Boulevard (northbound) to turn left onto Shelia Street in order to alleviate traffic and restrictions for all semi-trucks. Lastly, Chairperson Gonzalez suggested posting speed limit signs on Senta Avenue in hopes of reducing speeding and keeping pedestrians (mostly school children) safe.

## **ADJOURNMENT**

Chairperson Gonzalez announced that the next regularly scheduled meeting of the Traffic Commission is Wednesday, January 4, 2012, at 6:30 p.m. in the **City Council Chambers, 5655 Jillson Street, Commerce or another City facility location as designated by staff, which will be announced prior to meeting.**

Meeting adjourned at 7:30 p.m. in memory of those who lost their lives fighting for our freedom in Pearl Harbor. Chairperson wished everyone a Merry Christmas and Happy New Year and thanked everyone for their support throughout the year.



# CITY OF COMMERCE WORK ORDER

To: Leonard Mendoza

Work Order No. 1107

From: Danilo Batson

Date: 12/09/11

Routine

Urgent

**Job Description:**

- NEW
- ADDITIONAL
- EXISTING

**Type of Request:**

- NEW INSTALLATION
- REMOVAL
- REPAINT
- MODIFICATION

**Job Ordered:**

- CURB MARKING
- STREET MARKING
- STREET SIGNING
- OTHER

**Specifications:**

- RED
- WHITE
- GREEN
- YELLOW
- BLUE

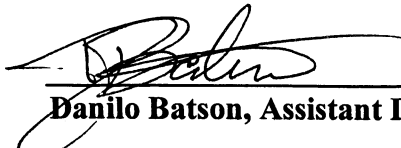
**Address/Location:** 7524 Wellman St.

**Special Instructions:** Install 3 ft of red curb on both sides of driveway

**Requesting Party Information:** Traffic Commission

**Reason:** Resident Robert Villanueva's application for blue curb was denied at Traffic Commission meeting of Dec. 7, 2011. Traffic Commission has requested 3 ft of red curbing to be installed on both sides of driveway to eliminate the neighbors from parking too close to driveway.

**ORDERED BY:**

  
 \_\_\_\_\_  
 Danilo Batson, Assistant Director of Public Services

**PLEASE NOTIFY THE PUBLIC SERVICES OFFICE AT THE COMPLETION OF THIS JOB.**

 \_\_\_\_\_  \_\_\_\_\_ 12/14/11   
 Signature Actual Completion Date

Traffic Commission Meeting Approval Date: 12/07/11

**Comments:** Traffic Commission added the following as part of the recommendation:  
 Install 3 feet of red curb on both sides of the driveway

**File:** Work Orders 2011

December 22, 2011

City Of Commerce  
City Clerk's Office  
Linda Olivieri

RECEIVED  
2011 DEC 22 PM 3:51  
CITY OF COMMERCE  
CITY CLERK

Dear Linda,

This letter is intended to dispute/appeal the denial of my curbside parking application for 7524 Wellman St. Commerce CA 90040.

I am requesting you reconsider this request. My household has 3 Cars with parking allowance for 2. I have feet problems limiting my mobility. The street accumulates many vehicles and I am having to park far down my street , sometimes making multiple trips if I have groceries, etc.

I thank you in advance for your consideration on this matter and I look forward to your response.

Sincerely,

Robert Villanueva  
323-726-7880

LEFT VOICE-MAIL/MESSAGE  
ON 3/12/12 @ 1:53 PM  
-Jamil



# City of Commerce

Linda Kay Olivieri,  
MMC  
City Clerk

**CERTIFIED MAIL – RETURN RECEIPT REQUESTED**

March 12, 2012

Mr. Robert Villanueva  
7524 Wellman Street  
Commerce, California 90040

Re: Appeal of Traffic Commission Denial of Installation of On-street  
Accessible Parking Space for Physically Challenged Person

Dear Mr. Villanueva:

This will acknowledge receipt of your letter dated December 22, 2011, appealing the December 7, 2011, decision of the Traffic Commission in the above referenced matter. Your letter will be considered by the City Council at its meeting of **Tuesday, March 20, 2012, at 6:30 p.m.**, in the Council Chambers, located at 5655 Jillson Street, Commerce, California 90040.

If you wish to appear and present to the City Council reasons for your appeal, you may do so at this date and time.

If you have any questions regarding this matter, please feel free to give me a call.

Sincerely,

A handwritten signature in cursive script that reads "Linda Kay Olivieri".

Linda Kay Olivieri, MMC  
City Clerk

cc: Danilo Batson  
Assistant Director of Public Services

TRAFFIC COMM APPEAL.DOC

2535 Commerce Way  
Commerce, CA 90040  
Phone: 323•722•4805  
Fax: 323•375•0329  
E-mail: [linda@ci.commerce.ca.us](mailto:linda@ci.commerce.ca.us)

*“Where Quality Service Is Our Tradition”*





# AGENDA REPORT

MEETING DATE: MARCH 20, 2012

**TO:** HONORABLE CITY COUNCIL  
**FROM:** CITY ADMINISTRATOR  
**SUBJECT:** WORKING BLUEPRINT OF THE BLUE RIBBON ADVISORY COMMITTEE

**RECOMMENDATION:**

At the request of the Mayor Pro Tem Tina Baca Del Rio, the City Council is asked to consider the following "Working Blueprint" that will guide both the Committee and staff through the advisory process and consider appointing nominees.

**MOTION:**

Council discretion.

**BACKGROUND:**

At the March 6<sup>th</sup> City Council meeting Council directed the formation of a Blue Ribbon Advisory Panel with the task of examining and recommending new revenue sources outside the scope given the first edition of the committee to assist with the projected \$3.5 million revenue shortfall in FY 2012-13. Potential revenue sources to be investigated by the panel include, but are not limited to: Utility Users Taxes, Parcel Taxes, Franchise Fees and Special District Taxes.

**ANALYSIS:**

**Blue Print of the Process**

- The committee will consist of 5 residential, 3 Industrial Council, and 1 Employee Association representative
- The committee members will be appointed on March 20, 2012
- Meetings are tentatively set to start the week of April 2nd
- Meetings will be held twice a month
- The Blue Ribbon Advisory Panel recommendations will be presented to City Council at the June 12th Council Meeting

In order to make informed decisions and recommendations the committee needs to understand the financial impact of the various revenue enhancement options. To that end, the committee will receive comprehensive presentations on the following topics:

- The City's budget process / FY 2012-13 budget projection
- City Finances / What impact the current economic climate has had on the organization?
- City of Commerce Expenditure and Revenue Trends (5 Year)
- An overview of various revenue enhancement options (i.e. Utility Users Taxes, Parcel Taxes, Franchise Fees and Special District Taxes). Many of the new potential revenue streams would likely not be realized until Calendar year 2013 at the earliest as many would require significant lead time to implement.

**FISCAL IMPACT:**

Given the end of redevelopment, consideration of new revenue resources is essential for the City to address future infrastructure needs throughout the community, as well as equipment and programmatic needs.

**RELATIONSHIP TO STRATEGIC CITY GOALS:**

The staff recommendations presented in this report are associated with Council’s goal of making financial and economically sound decisions consistent with economic conditions.

For years, the City has maintained a very high level of “quality of life” services for its residents. Commerce residents have enjoyed a significant array of services in recreation, library, public safety, and housing at little or no cost. Recovery from the recession continues to take place, but there are no guarantees as to the time-line, thus fueling concern as to how the City will be able to pay for existing programs, services, and infrastructure needs without controlling expenditures and expanding (diversifying) the current revenue base.

**CONCLUSION:**

It is believed that the expansion in the role of the Blue Ribbon Panel could play a significant role in the City’s future ability to sustain existing programs and services. The Panel, working in unison with city staff, will be asked to consider the viability of all new revenue sources. Commerce continues to address a budget shortfall, which has been laid bare by the recession, however, most recently, compounded with the dismantling of the City’s Redevelopment Program. What becomes clear is that if we do nothing, the gap will continue to grow, impacting the City’s ability to serve the community’s overall needs in facilities, infrastructure, and programs. The focus and challenge remains creating a balance between steadily-increasing expenditures while considering new revenue sources.

Respectfully submitted,

  
Jorge J. Rifa  
City Administrator

Recommended and Prepared by:

  
Vilko Domic  
Director of Finance

Approved as to form:

  
Eduardo Olivo  
City Attorney





# AGENDA REPORT

DATE: March 20, 2012

**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 appointments be made to the following Committees at this time, with all terms to expire March 19, 2013, unless otherwise indicated:

Education Commission

Mayor Pro Tempore Baca Del Rio

**FISCAL IMPACT:**

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

Recommended by:

*Linda Kay Olivieri*

Linda Kay Olivieri  
City Clerk

Respectfully submitted,

*Jorge J. Rifa*  
Jorge J. Rifa  
City Administrator

Prepared By:

*Victoria M. Alexander*  
Victoria M. Alexander  
Deputy City Clerk