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

COUNCIL CHAMBERS
5655 JILLSON STREET, COMMERCE, CALIFORNIA

TUESDAY, APRIL 2, 2013 – 6:30 P.M.

CALL TO ORDER

Mayor/Chairperson Aguilar

INVOCATION

Councilmember/Board Member Altamirano

ROLL CALL

City Clerk/Secretary Olivieri

APPEARANCES AND PRESENTATIONS

1. Presentation of Outgoing Mayor's Plaque

On behalf of the **City Council**, Mayor Aguilar will present the outgoing Mayor's Plaque to Mayor Pro Tempore Lilia R. Leon in recognition of her service to the City as Mayor for 2012-2013.

2. Proclamation – Student Government Day and Introduction of Student Council

With the consent of the **City Council**, the Mayor will proclaim Thursday, April 4, 2013, as Student Government Day in the City of Commerce. The 2013 Student City Councilmembers will also be introduced.

3. Introduction – Miss Commerce 2013 & Royal Court

The Pageant Steering Committee will introduce Miss Commerce 2013 and her Royal Court and the 2013 Young Man of the Year to the City Council. The **City Council** will congratulate Miss Commerce and her Court and the Young Man of the Year for their accomplishments and recognize the young ladies and young men who participated in this year's Miss Commerce Pageant and Young Man of the Year competition, respectively. The City Council will also extend a special thank you to the Pageant Steering Committee for another successful event and thank Miss Commerce 2012 and her Court and the 2012 Young Man of the Year for their fine job in representing the City.

4. Commendation – Honoring Adelita Zepeda on Being Recognized by Human Services Association for Volunteer Work

At the request of Mayor Pro Tempore Leon, the **City Council** will present a Commendation to Adelita Zepeda on being recognized by the Human Services Association for her volunteer work at its Spirit of Service Gala held on March 14, 2013.

5. Commendation – Lorenzo Cardoza, Jr. – Purple Heart Recipient

At the request of Councilmember Baca Del Rio, the **City Council** will present a Commendation to Lorenzo Cardoza, Jr. in recognition of receiving the Purple Heart Award from the United States Armed Forces for military merit and wounds received in action on December 13, 1952, as a member of the U.S. Army during the Korean War. Despite being wounded by shrapnel and a bullet, Mr. Cardoza continued to defend his unit's position from an enemy charge. His heroic efforts helped save the lives of his fellow soldiers. Mr. Cardoza has lived in the City of Commerce since prior to 1960.

6. Commendation – Sandra Jimenez for Being Recognized as 58th Assembly District "Distinguished Woman of the Year"

At the request of Councilmembers Baca Del Rio and Robles and Mayor Pro Tempore Leon, the **City Council** will present a Commendation to Sandra Jimenez in recognition of being selected as one of the 58th Assembly District's Distinguished Women of the Year.

7. Recognition of Employee Service Award Recipients with 20 or More Years of Service to the City of Commerce and Retirees

The **City Council** will publically recognize the following 2013 Employee Service Award Recipients with 20 or more years of service to the City of Commerce. Jaime Cervantes (Bus Operator II), John Chavez Jr.(Service Worker), Carmenlinda Galvan (Receptionist), Larry Garcia (Public Services Maintenance Supervisor), Mary R. Jacquez (Bus Operator II), Hector Magallon (Senior Library Assistant), Gabriel Martinez (Water Polo Coach), Leonard Mendoza (Lead Painter), Marcos Ortega (Park Maintenance Worker), Christopher Pacillas (Bus Operator II), Mary Ann Perez (Class Instructor), Jesus Ramirez (Bus Operator II), Veronica Rubalcava (Cashier), Sylvia Vilhauer (Senior Office Assistant); Magdalena Aguilar (Community Safety Dispatcher), Steve Aragon (Custodian), Yolanda Cardenas-Parra (Library Section Supervisor), Elizabeth Chavez (Senior Employment Services Representative); Marco Armienta Jr. (Recreation Leader), James A. Mojica (Central Stores Assistant), Maria Villasenor (Business License Officer), Linda Wright (Administrative Assistant); Alfredo Vela (I.T. Manager) and Clara Miranda (Recreation Leader).

The following retirees will also be recognized: Willie Williams (Custodian) and Robert Zarrilli (Director of Community Development).

PUBLIC COMMENT

Citizens wishing to address the City Council and Successor Agency on any item on the agenda or on any matter not on the agenda may do so at this time. However, State law (Government Code Section 54950 et seq.) prohibits the City Council/Successor Agency from acting upon any item not contained on the agenda posted 72 hours before a regular meeting and 24 hours before a special meeting. Upon request, the City Council/Successor Agency may, in their discretion, allow citizen participation on a specific item on the agenda at the time the item is considered by the City Council/Successor Agency. Request to address City Council/Successor

Agency cards are provided by the City Clerk/Secretary. If you wish to address the City Council/Successor Agency at this time, please complete a speaker's card and give it to the City Clerk/Secretary prior to commencement of the City Council/ Successor Agency meetings. Please use the microphone provided, clearly stating your name and address for the official record and courteously limiting your remarks to five (5) minutes so others may have the opportunity to speak as well.

To increase the effectiveness of the Public Comment Period, the following rules shall be followed:

No person shall make any remarks which result in disrupting, disturbing or otherwise impeding the meeting.

CITY COUNCIL/SUCCESSOR AGENCY REPORTS

CONSENT CALENDAR

Items under the Consent Calendar are considered to be routine and may be enacted by one motion. Each item has backup information included with the agenda, and should any Councilmember or Board Member desire to consider any item separately he/she should so indicate to the Mayor/ Chairperson. If the item is desired to be discussed separately, it should be the first item under Scheduled Matters.

8. Approval of Minutes

The **City Council and Successor Agency** will consider for approval, respectively, the minutes of the Concurrent Regular Meetings of Tuesday, March 5, 2013, held at 6:30 p.m.; Concurrent Regular Meetings of Tuesday, March 19, 2013, held at 6:30 p.m. and Concurrent Adjourned Regular Meetings of Tuesday, March 26, 2013, held at 5:00 p.m.

9. Approval of Warrant Register No. 18

The **City Council and Successor Agency** will consider for approval, respectively, the bills and claims set forth in Warrant Registers No. 18A, dated April 2, 2013, and No. 18B, for the period March 20, 2013, to March 28, 2013.

10. 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 Services Department with the opportunity to bring national awareness to the local Commerce community. The Department, together with the support of the Education Commission, will commemorate Autism Awareness Month by highlighting 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.

The **City Council** will consider designating the month of April 2013 as Autism Awareness Month in the City of Commerce.

11. Proclamation – Safety Seat Checkup Week

SafetyBeltSafe U.S.A. is a National organization dedicated to advocate for child passenger safety. The organization is requesting that the City of Commerce join with it in promoting child passenger safety and support it by proclaiming the week of March 31-April 6, 2013, as "Safety Seat Checkup Week. The organization believes that properly restrained safety

seats can help save children from suffering tragic injuries caused by automobile collisions. It is inviting families to attend Safety Seat Checkup Day on April 6, 2013, at the Peterson Automotive Museum in Los Angeles.

The **City Council** will consider proclaiming the week of March 31-April 6, 2013, as “Safety Seat Checkup Week” in the City of Commerce.

12. Proclamation – Sexual Assault Awareness Month and Denim Day

The **City Council** will consider designating the month of April 2013 as “Sexual Assault Awareness Month” and April 24, 2013, as “Denim Day” in the City of Commerce. This campaign is to raise awareness and educate the public about rape and sexual assault.

13. Approval of Additional 2013 Service Organization Renewal

The **City Council** will approve additional 2013 Service Organizations, as recommended by the Parks & Recreation Commission on March 21, 2013. These organizations include the First Baptist Church of Commerce and the Los Angeles Communities Advocating for Unity, Social Justice and Action, Inc.

14. Seasonal Swimming Lessons

The **City Council** will consider for approval additional funding in the amount of \$12,433.00 for spring swimming lessons at the Brenda Villa Aquatic Center from the CIP Project Account for supplemental filtration for small pool.

15. 2013/14 YES Program Guidelines

The **City Council** will consider, and provide appropriate direction as deemed necessary with respect to, the 2013/14 City of Commerce Summer Youth Education and Service (Y.E.S.) Leadership & Mentoring Program, which will commence on July 1, 2013.

16. A Resolution of the City Council of the City of Commerce, California, Approving the Second Amendment to the Professional Services Agreement for Design and Engineering Services with RBF Consulting for the Washington Boulevard Widening and Reconstruction Project

The **City Council** will consider for approval and adoption a proposed Resolution approving the Second Amendment to the Professional Services Agreement for Design and Engineering Services with RBF Consulting for the Washington Boulevard Widening and Reconstruction Project.

17. A Resolution of the City Council of the City of Commerce, California, Approving a Letter Agreement Amending Exhibit “A” of the July 6, 2010 Services Agreement Between the City of Commerce and Clean Energy

Clean Energy provides the regular fuel supply and performs the operations and maintenance for the City’s public access liquefied natural gas (“LNG”) and compressed natural gas (“CNG”) fueling station, located at 5940 Sheila Street, Commerce. Clean Energy has advised the City that utilizing a methane number specification, as opposed to a percentage specification, is the most appropriate way to ensure the necessary, and applicable, fuel quality specifications are met for the City and is proposing that the contract specifications in the original July 6, 2010, Services Agreement between the City and the company be changed from a percentage base to a methane number base standard.

The **City Council** will consider for approval and adoption a proposed Resolution approving a Letter Agreement amending Exhibit "A" of the July 6, 2010, Services Agreement between the City and Clean Energy.

18. A Resolution of the City Council of the City of Commerce, California, Approving a Real Estate Donation Agreement With BNSF Railway Company

BNSF Railway Company is the owner of certain property located behind the City Hall North Annex. The City needs this property for use as an access road to connect the North Annex parking lot to the City Hall west parking lot. BNSF has agreed to donate the property to the City. In exchange, the City will be required to pay a processing fee and minimal closing costs related to the conveyance of the property.

The **City Council** will consider for approval and adoption a proposed Resolution approving a Real Estate Donation Agreement with BNSF Railway Company.

PUBLIC HEARINGS – None

SCHEDULED MATTERS

19. 2013/2014 Fiscal Year Budget Overview

The **City Council** will receive an overview on, and provide appropriate direction as deemed necessary with respect to, the 2013/2014 fiscal year budget. This presentation will provide the springboard for the upcoming 2013/2014 fiscal year budget process.

20. Relationship Between City of Commerce and Commerce Sister City Association

At the request of Councilmember Baca Del Rio, the **City Council** will discuss, and provide appropriate direction as deemed necessary with respect to, the City's relationship with the Commerce Sister City Association.

21. Commission and Committee Appointments

The **City Council** will make the appropriate appointments to the following Commissions and Committees: Community Services Commission, Education Commission, Library Commission, Parks & Recreation Commission, Planning Commission, Senior Citizens Commission, Traffic Commission, Youth Advisory Commission, Beautification Committee, Pageant Steering Committee, I-710 Local Advisory Committee (Ad Hoc) and Environmental Justice Advisory Task Force.

22. Delegate and Alternate Appointments

The City Council annually selects from among its members who will serve as delegates and alternates on various boards.

The City Council will make the following delegate and alternate appointments for the period April 2013 to April 2014, unless otherwise specified:

California Cities for Self-Reliance Joint Powers Authority, California Contract Cities Association, California Joint Powers Insurance Authority, Central Basin Water Association, Child Care Council Sub-committee, City Selection Committee, Commerce Refuse to Energy Authority (CREA) [indefinite term], Council Finance and Budget Oversight Committee [participation for 2013 relinquished per Council action of 01/15/2013], County

CONCURRENT REGULAR COUNCIL/SUCCESSOR AGENCY AGENDA

04/02/2013 – 6:30 p.m.

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Sanitation Districts of Los Angeles County, Employment Task Force, Gateway Cities Council of Governments (GCCOG), Greater Los Angeles County Vector Control District [appointment made on 12/6/2011, term expires 01/06/2014], I-5 Consortium, I-710 EIR/EIS Project Committee, League of California Cities, Los Angeles Gateway Region Integrated Regional Water Management Joint Powers Authority Board, National League of Cities, Southeast Community Development Corporation (SCDC), Southeast Water Coalition Joint Powers Authority and Southern California Association of Governments (SCAG).

ORDINANCES AND RESOLUTIONS – None

CIP PROGRESS REPORT – None

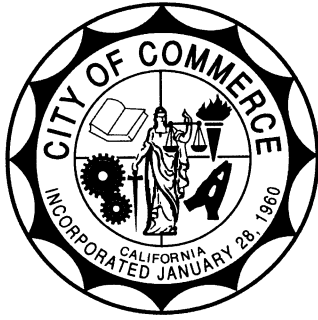
I-710 LOCAL ADVISORY COMMITTEE UPDATE – None

RECESS TO CLOSED SESSION – No Items

ADJOURNMENT

Adjourn in memory of Alfredo Vela, 35-year City employee and former Commerce resident, to Tuesday, April 16, 2013, at 5:00 p.m. in the City Council Chambers.

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



AGENDA REPORT

Meeting Date: 04/02/2013

TO: Honorable City Council

FROM: City Administrator

SUBJECT: Presentation of Outgoing Mayor's Plaque

RECOMMENDATION:

Present Outgoing Mayor's Plaque to Mayor Pro Tempore Leon.

MOTION:

None required.

BACKGROUND:

Pursuant to Government Code §36801, at its meeting of March 19, 2013, the City Council conducted its annual reorganization, for March 2013 to March 2014, effective April 2, 2013. Councilmember Joe Aguilar was elected as Mayor and Mayor Lilia R. Leon was elected as Mayor Pro Tempore.

ANALYSIS:

It would be appropriate at this time for Mayor Aguilar to present the Outgoing Mayor's Plaque to Mayor Pro Tempore Leon in recognition of her service to the City as Mayor for 2012-2013.

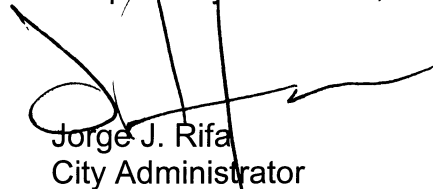
FISCAL IMPACT:

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

RELATIONSHIP TO 2012 STRATEGIC GOALS:

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

Respectfully submitted,



Jorge J. Rifa
City Administrator

Recommended by:



Linda Kay Olivieri
City Clerk

Approved as to form:



Eduardo Olivo
City Attorney

SUM (OUTGOING MAYOR'S PLAQUE).DOC
03/28/2013 lko

AGENDA ITEM No. 1



AGENDA REPORT

Meeting date: April 2, 2013

TO: Honorable City Council

FROM: City Administrator

SUBJECT: Proclamation – Designate April 4, 2013 as Student Government Day

RECOMMENDATION:

With the consent of the City Council, the Mayor will proclaim Thursday, April, 4, 2013, as Student Government Day in the City of Commerce. The 2013 Student City Council will be introduced.

MOTION:

Move to approve the recommendation.

BACKGROUND:

The City of Commerce sponsors a Student Government Day whereby the graduating seniors of our local high schools take over the operations of city government for the day. Student participants will receive a personalized copy of the attached Proclamation from their employee counterpart during the day's activities.

ANALYSIS:

None.

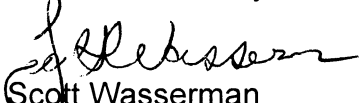
FISCAL IMPACT:

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

RELATIONSHIP TO STRATEGIC GOALS:

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


Recommended by:


Scott Wasserman
Director of Parks and Recreation

Respectfully submitted,


Jorge Rifa
City Administrator

Approved as to Form:


Eduardo Olivo
City Attorney

Attachment: Proclamation

Proclamation
The City Of Commerce
Proclaiming April 4, 2013
as
Student Government Day

Whereas, Commerce Youth will be among the leaders of tomorrow;

Whereas, with encouragement, training and opportunity, tomorrow's young leaders can take on the responsibility of running the nation with courage, efficiency and enthusiasm;

Whereas, through the help of civic leaders in the City of Commerce, these young people can gain valuable experience and insight into the inner-workings of city government which will prepare them for the task of leadership in the future;

NOW, THEREFORE, I, JOE AGUILAR, MAYOR OF THE CITY OF COMMERCE, DO HEREBY PROCLAIM APRIL 4, 2013, AS STUDENT GOVERNMENT DAY IN THE CITY OF COMMERCE. WE, THE CITY COUNCIL AND THE COMMUNITY, COMMEND OUR YOUTHS' INTEREST IN GOVERNMENT AND ENCOURAGE THEM TO CONTINUE TO EDUCATE THEMSELVES ON CIVIC CONCERNS AND PREPARE THEMSELVES FOR LEADERSHIP ROLES IN THE FUTURE. IT IS FURTHER PROCLAIMED THAT A COPY OF THIS RESOLUTION, ENDORSED BY THE CITY COUNCIL SHALL BE PRESENTED TO

(student)

In witness thereof, we have hereunto set our hand and cause the seal of the City of Commerce to be affixed this 2nd day of April 2013.

Joe Aguilar, Mayor

Lilia R. Leon, Mayor Pro-Tem

Ivan Altamirano, Councilmember

Tina Baca Del Rio, Councilmember

Denise M. Robles, Councilmember

ATTEST:

Linda Kay Olivieri, MMC
City Clerk



AGENDA REPORT

Meeting date: April 2, 2013

TO: Honorable City Council

FROM: City Administrator

SUBJECT: Introduction of the 2013 Miss Commerce and her Court and the 2013 Young Man of the Year, by the Pageant Steering Committee

RECOMMENDATION:

Introduce and congratulate the 2013 Royal Court and the 2013 Young Man of the Year, recognize the Pageant Steering Committee for another successful Miss Commerce Pageant, and thank the 2012 Miss Commerce and Court for their service.

MOTION:

None needed.

BACKGROUND:

The 2013 Miss Commerce Pageant was held on March 23, 2013 to select a new queen and court to represent the City of Commerce in 2013-2014. The Pageant Steering Committee worked behind the scenes with Acting Senior Recreation Supervisor Adolfo Marquez to ensure a successful and enjoyable experience for the participants of the pageant, their parents and families.

ANALYSIS:

The participants, their parents, civic organizations and industry should be commended for their enthusiastic contributions to the success of this event.

FISCAL IMPACT:

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

RELATIONSHIP TO STRATEGIC GOALS:

This agenda item relates to Council's ongoing commitment to enhancing the quality of life for city residents by providing quality recreation programs and services. The annual Miss Commerce Pageant has been held since 1960.

Recommended by:

Scott Wasserman
Director of Parks & Recreation

Respectfully submitted,

Jorge Rifá
City Administrator

Approved as to Form:

Eduardo Olivo
City Attorney



AGENDA REPORT

Meeting date: April 2, 2013

TO: Honorable City Council
FROM: City Administrator
SUBJECT: Commendation – Adelita Zepeda

RECOMMENDATION:

At the request of Mayor Leon, the City Council will present a commendation from the City of Commerce to Adelita Zepeda, who was recognized by the Human Services Association for her volunteer work at the Spirit of Service Gala held March 14, 2013.

MOTION:

Move to approve the recommendation.

BACKGROUND AND ANALYSIS:

Adelita Zepeda, resident of the City of Commerce, was recognized at the Spirit of Service Gala held March 14, 2013 for her volunteer work with the Human Services Association. Adelita has been a star volunteer, averaging 750 volunteer hours a year. She has supported the Human Services Association in many capacities and is also one of their most versatile volunteers. She has helped with set-up of registration tables, set-up for the hot lunch program, packing of home delivered meals and clean-up of the congregate meal site. She helps Monday through Friday with the congregate meal program and is always willing to help the staff at special events.

FISCAL IMPACT:

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

RELATIONSHIP TO STRATEGIC GOALS:

This agenda item is consistent with Council's past practice of recognizing committed volunteers who give back to the community.

Recommended by:

Scott Wasserman
Director of Parks and Recreation

Respectfully submitted,

Jorge Rifa
City Administrator

Approved as to Form:

Eduardo Olivo
City Attorney

COMMENDATION OF THE CITY COUNCIL
OF THE CITY OF COMMERCE
HONORING COMMERCE RESIDENT
ADELITA ZEPEDA
FOR BEING RECOGNIZED AS A SPIRIT OF SERVICE
VOLUNTEER OF THE YEAR
BY THE HUMAN SERVICES ASSOCIATION

WHEREAS, longtime Commerce Resident Adelita Zepeda is being honored as a 2013 Spirit of Service Award recipient for serving as a dedicated volunteer for the last 11 years; and

WHEREAS, Adelita Zepeda's journey of volunteerism began in 2001 when she started attending the Commerce Senior Center and became a volunteer for the Human Services Association's Commerce Senior Congregate Meal Site; and

WHEREAS, Adelita Zepeda has averaged 750 volunteer hours a year doing anything and everything needed to make the program successful, including greeting and registering program participants, assisting with special events, as well as packaging and coordinating Home Delivered Meals; and

WHEREAS, Adelita Zepeda also plays an important role as a member of the Advisory Committee for the Human Services Association to provide suggestions to the organization to ensure its continued success; and

WHEREAS, Adelita Zepeda, a former Library Commissioner, who was honored in 2005 by the Los Angeles County Area Agency on Aging at the Older Americans Recognition Ceremony is also a devoted member of numerous local civic organizations, including the Commerce Auld Lang Syne Club, Commerce Social Club, Commerce Senior Club and the Woman's Club of Rosewood Park; and

WHEREAS, Adelita Zepeda continues to make her community a better place as a volunteer dedicated to assisting Commerce residents and her fellow seniors at the Commerce Senior Citizens Center:

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF COMMERCE HEREBY COMMENDS ADELITA ZEPEDA FOR BEING HONORED AS A SPIRIT OF SERVICE VOLUNTEER OF THE YEAR BY THE HUMAN SERVICES ASSOCIATION. YOUR DEDICATION AND UNPARALLELED COMMITMENT TO HELPING OTHERS SERVES AS AN INSPIRATION TO ALL. THANK YOU.

Dated this 14th day of March 2013.

ATTEST:

Lilia R. Leon
Mayor

Linda Kay Olivieri, MMC
City Clerk



AGENDA REPORT

TO: HONORABLE CITY COUNCIL

DATE: April 2, 2013

FROM: CITY ADMINISTRATOR

SUBJECT: COMMENDATION – HONORING COMMERCE RESIDENT LORENZO CARDOZA, JR. FOR BELATEDLY RECEIVING THE PURPLE HEART AWARD FROM THE UNITED STATES ARMED FORCES

RECOMMENDATION:

Present the Commendation to resident Lorenzo Cardoza, Jr. for receiving the Purple Heart award from the United States Armed Forces.

MOTION:

Move to approve the recommendation.

ANALYSIS:

The City Council will present a Commendation to resident Lorenzo Cardoza, Jr. for receiving the Purple Heart Award for military merit and for wounds received in action as a member of the United States Army. During a Korean War battle on December 13, 1952, Private First Class Lorenzo Cardoza, Jr. was struck by shrapnel and a bullet, while defending his unit's position from enemy charge. Despite his wounds and the death of a fellow soldier in the same foxhole, he continued to fire his weapon to hold off the oncoming enemy force. His heroic efforts saved the lives of other fellow soldiers. In addition to being a model soldier, Mr. Cardoza, Jr. is also a model resident, having lived in the City of Commerce since prior to 1960. Mr. Cardoza, Jr. received the Purple Heart belatedly, at the age of 82 years.

At tonight's meeting, the City Council will present the Commendation to Mr. Cardoza, Jr.

FISCAL IMPACT:

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

RELATIONSHIP TO STRATEGIC GOALS:

This activity does not relate to a specific goal.

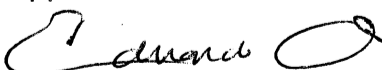
Recommended by:


Loretta Gutierrez
Director of Safety and Community Services

Respectfully submitted,


Jorge J. Rifa
City Administrator

Approved as to form:


Eduardo Olivo
City Attorney



COMMENDATION OF THE CITY COUNCIL
OF THE CITY OF COMMERCE
HONORING COMMERCE RESIDENT
LORENZO CARDOZA, JR.
FOR RECEIVING THE PURPLE HEART AWARD FOR
MILITARY MERIT AND FOR WOUNDS RECEIVED IN
ACTION AS A MEMBER OF THE UNITED STATES ARMY

WHEREAS, Private First Class Lorenzo Cardoza, Jr. of the 224th Infantry Company A, has earned the Purple Heart from the United States Armed Forces for military merit and wounds received in action in the Korean War; and

WHEREAS, Lorenzo Cardoza, Jr. during a battle in Satae-Ri, Korea on December 13, 1952, was struck by shrapnel from a mortar shell explosion and also struck by a bullet, while defending his unit's position from an enemy charge; and

WHEREAS, Lorenzo Cardoza, Jr. despite his wounds and the death of a fellow soldier in the same foxhole, fought on, firing his weapon to hold off the oncoming enemy force; and

WHEREAS, Lorenzo Cardoza, Jr.'s heroic actions helped his unit hold their position until reinforcements arrived thus saving lives and routing the attack by Korean soldiers; and

WHEREAS, Lorenzo Cardoza, Jr. at 82 years-of-age belatedly received the Purple Heart, which is the oldest military award still given to members of the U.S. Military, as well as a marksmanship medal, thanks to seven years of painstaking research by his nephew Fernando Galarze who located copies of original military records destroyed in a fire; and

WHEREAS, Lorenzo Cardoza, Jr. who in addition to being a model soldier, is a model resident of the City of Commerce where he has resided since prior to the City's 1960 incorporation and where he and his wife of 54 years, Horalia raised their children Ana, Victor, Eric, Sharon and Sandra; and

WHEREAS, Lorenzo Cardoza, Jr. is a courageous veteran of the United States Armed Forces and an honorable man, beloved by his family, friends and fellow residents to whom he never failed to extend a helping hand:

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF COMMERCE HEREBY COMMENDS LORENZO CARDOZA, JR. FOR RECEIVING THE PURPLE HEART AND FOR BRAVELY AND SELFLESSLY SERVING HIS COUNTRY. YOUR COURAGE AND COMPASSION HAVE MADE YOU A LEADER IN THE COMMUNITY AND A MODEL RESIDENT OF THE MODEL CITY. THANK YOU FOR SERVING AS AN INSPIRATION TO US ALL.

Dated this 2nd day of April 2013.

ATTEST:

Joe Aguilar
Mayor

Linda Kay Olivieri, MMC
City Clerk



AGENDA REPORT

Meeting Date: April 2, 2013

TO: HONORABLE CITY COUNCIL
FROM: CITY ADMINISTRATOR
SUBJECT: COMMENDATION - SANDRA JIMENEZ, RECIPIENT OF A DISTINGUISHED WOMEN OF THE YEAR AWARD FROM THE 58TH ASSEMBLY DISTRICT

RECOMMENDATION:

Present the commendation.

MOTION:

Move to approve recommendation.

BACKGROUND:

Assemblymember Cristina Garcia has selected Sandra Jimenez as one of the 58th Assembly District's Distinguished Women of the Year. The award is given to one woman in each of the district's nine cities as a way of honoring those who make a positive impact in their communities.

ANALYSIS:

Sandra Jimenez devotes much of her time to helping the City in numerous ways, including serving as a Community Services Commissioner, Comcat, fundraiser, and member of the Evening Lion's Club and the Sister City Association.

The City Council will present Sandra Jimenez with a commendation to recognize and congratulate her for receiving the 58th Assembly District's "Distinguished Women of the Year" award.

FISCAL IMPACT:


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

RELATIONSHIP TO STRATEGIC GOALS:

This item does not relate to a specific goal.

Respectfully submitted,


Jorge J. Rifá
City Administrator



City of
Commerce
State of California



COMMENDATION OF THE CITY COUNCIL
OF THE CITY OF COMMERCE
HONORING COMMERCE RESIDENT

SANDRA JIMENEZ
FOR BEING RECOGNIZED AS A 58TH ASSEMBLY DISTRICT
'DISTINGUISHED WOMAN OF THE YEAR'

WHEREAS, Sandra Jimenez has been honored as a 'Distinguished Woman of the Year' of the 58th Assembly District for her outstanding service to the community by Assemblywoman Cristina Garcia; and

WHEREAS, Sandra Jimenez is deeply involved in many facets of her community ranging from her participation in civic and service organizations, raising funds for her children's sports and recreation programs, and volunteering to help others in need; and

WHEREAS, Sandra Jimenez believes strongly in giving back to her City, as well as working with other communities to promote cultural exchange as an active member of both the Commerce Evening Lions Club and the Commerce Sister Cities Association; and

WHEREAS, Sandra Jimenez is an outstanding advocate for public safety issues working on policy recommendations as a Community Services Commissioner, as a certified graduate of the Community Emergency Response Team Training provided by the Los Angeles County Sheriff's Department; and through her service as a five-year volunteer with the Commerce Community Assistance Team also known as the ComCATs; and

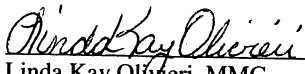
WHEREAS, Sandra Jimenez despite her involvement in so many activities, still makes it a priority to find time to volunteer in numerous local programs, including the Commerce City Employees Children's Holiday Party and the City's Food Distribution Program; and


WHEREAS, Sandra Jimenez is indeed a 'Distinguished Woman' of the 58th Assembly District because of her volunteer efforts, compassion and desire to make her community a better place through her dedicated service:

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF COMMERCE COMMENDS SANDRA JIMENEZ FOR BEING RECOGNIZED AS A 58TH ASSEMBLY DISTRICT 'DISTINGUISHED WOMAN OF THE YEAR' AND FOR HER OUTSTANDING SERVICE TO THE COMMUNITY. YOUR EFFORTS SERVE AS AN INSPIRATION TO US ALL AND HAVE MADE THE CITY A BETTER PLACE FOR ALL WHO VISIT, WORK OR LIVE IN COMMERCE.

Dated this 25th day of March 2013.

ATTEST:


Linda Kay Olivieri, MMC
City Clerk


Lilia R. Leon
Mayor

CRISTINA GARCIA

ASSEMBLY MEMBER

58TH DISTRICT

CAPITOL OFFICE
P.O. BOX 943849
SACRAMENTO, CA 95834-0088
PHONE: (916) 319-2058

E-MAIL: ASSEMBLYMEMBER.GARCIA@ASSEMBLY.CA.GOV



DISTRICT OFFICE
18747 CLARKDALE AVENUE
ARTESIA, CA 90701

WEBSITE: WWW.ASSEMBLY.CA.GOV/GARCIA

Press Release

Press Availability:
March 25, 2013

**Contact: Dennise Silva (562)
774-2358 or Tim Reardon
(916) 319-2058**

Assemblymember Cristina Garcia Honors her "Women of the Year"

(Artesia) - Assemblymember Cristina Garcia announced her 2013 Women of the Year awardees at a special Women's Month luncheon, held Monday at the Cerritos Library.

Nine women were honored for service to their communities - one from each city that comprises the 58th Assembly District. "While these women come from very different backgrounds they all have one important thing in common - giving back to their communities," Assemblymember Garcia said.

This year's Woman of the Year awardees include: Susie Gomes, *Artesia*; Rita Lara, *Bellflower*; Martha Cabral, *Bell Gardens*; Katherine Chu, *Cerritos*; Sandra Jimenez, *Commerce*; Dr. Mary Stauffer, *Downey*; Kathy Brenozal, *Montebello*; Eileen Sandoval, *Norwalk* and April Saucedo Hood, *Pico Rivera*.

Joining Assemblymember Garcia in honoring the group of distinguished women was Congresswoman Linda Sanchez (D-Lakewood) and City Council members from all of the nine cities who introduced the awardees from their respective cities.

"Women have always been the backbone of our communities, focusing on getting things done," Garcia said. "These are extraordinary women who serve their communities in extraordinary ways and I am proud to recognize and honor them as the Women of the Year," she concluded.

###

NOTE: Bios & photos for all Woman of the Year awardees & group photo are attached to this email.

The 58th Assembly District includes the cities of Montebello, Pico Rivera, Commerce, Bell Gardens, Downey, Norwalk, Bellflower, Cerritos and Lakewood.



AGENDA REPORT

MEETING DATE: APRIL 2, 2013

TO: HONORABLE CITY COUNCIL

FROM: CITY ADMINISTRATOR

SUBJECT: 2012 EMPLOYEE SERVICE ACKNOWLEDGEMENT OF 20 - 40 YEAR RECIPIENTS

RECOMMENDATION:

Acknowledge publically our 2012 Employee Service Award Recipients for the many years of dedicated service they have given to the City of Commerce. The following employees are being recognized for serving the City for 20, 25, 30, 35 and 40 years respectively:

20 Year Recipients:

Jaime Cervantes Bus Operator II June 1, 1992 Transportation	Hector Magallon Senior Library Assistant June 15, 1992 Library Services	Mary Ann Perez Class Instructor May 21, 1992 Parks and Recreation
John Chavez Jr. Service Worker April 13, 1992 Transportation	Gabriel Martinez Waterpolo Coach July 3, 1991 Parks and Recreation	Jesus Ramirez Bus Operator II July 24, 1991 Transportation
Carmenlinda Galvan Receptionist March 16, 1992 Community Services	Leonard Mendoza Lead Painter April 13, 1992 Community Development	Veronica Rubalcava Cashier March 17, 1992 Parks and Recreation
Larry Garcia Public Services Maintenance Supervisor April 6, 1992 Community Development	Marcos Ortega Park Maintenance Worker July 6, 1992 Parks and Recreation	Sylvia Vilhauer Senior Office Assistant July 8, 1991 Parks and Recreation
Mary R. Jacquez Bus Operator II June 19, 1992 Transportation	Christopher Pacillas Bus Operator II March 27, 1992 Transportation	

25 Year Recipients:

Magdalena Aguilar Community Safety Dispatcher March 16, 1987 Community Services	Yolanda Cardenas-Parra Library Section Supervisor November 5, 1987 Library Services
Steve Aragon Custodian September 25, 1987 Community Development	Elizabeth Chavez Senior Employment Services Representative April 27, 1987 Community Services

30 Year Recipients:

Marco Armienta Jr. Recreation Leader June 17, 1982 Parks and Recreation	Maria Villasenor Business License Officer May 10, 1982 Finance
James A. Mojica Central Stores Assistant December 13, 1982 Parks and Recreation	Linda Wright Administrative Assistant January 4, 1982 Finance

35 Year Recipient:

Alfredo Vela I.T. Manager September 26, 1977 Finance

40 Year Recipient:

Clara Miranda Recreation Leader July 31, 1972 Parks and Recreation

2 Retirees:

Willie Williams Custodian Community Development	Robert Zarrilli Director of Community Development Community Development
---	--

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 milestones. The City of Commerce recognized employees and retirees for their years of service on Friday, March 8, 2013 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 20 years. Although these employees were recognized on Friday, March 8, 2013 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 2012 STRATEGIC GOALS:

This agenda item report relates to the 2012 strategic planning goal:
"Implement employee rewards and recognition program to create achievement-driven culture."

Recommended by:



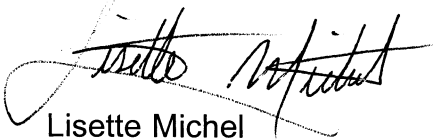
Michael Casalou
Director of Human Resources

Respectfully submitted,



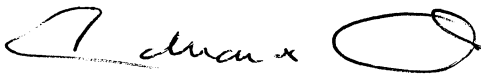
Jorge Rifa
City Administrator

Prepared by:



Lisette Michel
Senior Human Resources Analyst

Approved as to Form:



Eduardo Olivo
City Attorney



AGENDA REPORT

MEETING DATE: APRIL 2, 2013

TO: HONORABLE CITY COUNCIL

FROM: CITY ADMINISTRATOR

SUBJECT: A PROCLAMATION OF THE CITY COUNCIL OF THE CITY OF COMMERCE PROCLAIMING THE MONTH OF APRIL 2013 AS AUTISM AWARENESS MONTH IN THE CITY OF COMMERCE

RECOMMENDATION:

The City Council proclaims the month of April 2013 as Autism Awareness Month in the City of Commerce.

MOTION:

To move and approve the recommendation.

BACKGROUND:

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 and we hope to have informational handouts for patrons to take home as well.

ANALYSIS:

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 2012 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."

Reviewed by:

Vilko Domic
Director of Finance

Respectfully submitted,

Jorge Riza
City Administrator

Recommended by:

Beatriz Sarmiento
Director of Library Services

Approved as to form:

Eduardo Olivo
City Attorney

PROCLAMATION OF THE CITY COUNCIL
OF THE CITY OF COMMERCE
PROCLAIMING APRIL 2013
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 three 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,

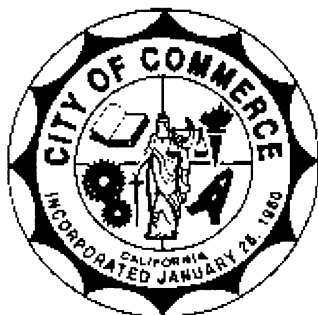
NOW, THEREFORE, I, JOE AGUILAR, AS THE MAYOR OF THE CITY OF COMMERCE, CALIFORNIA, DO HEREBY DECLARE ON THIS 2nd DAY OF APRIL 2013 THAT THE MONTH OF APRIL 2013, IS OFFICIALLY DESIGNATED AS THE OBSERVANCE OF "AUTISM AWARENESS" IN THE CITY OF COMMERCE AND I ENCOURAGE ALL RESIDENTS TO VISIT THEIR LOCAL COMMERCE PUBLIC LIBRARY BRANCH TO USE THE MANY RESOURCES AVAILABLE ABOUT THE SUBJECT OF AUTISM.

Signed this 2nd day of April, 2013.

Joe Aguilar
Mayor

ATTEST:

Linda Kay Olivieri, MMC
City Clerk



AGENDA REPORT

Meeting Date: April 2, 2013

TO: Honorable City Council
FROM: City Administrator
SUBJECT: A Proclamation of the City Council Proclaiming the Week of March 31-April 6, 2013 as "Safety Seat Checkup Week" in the City of commerce

RECOMMENDATION:

Approve a proclamation proclaiming the week of March 31-April 6, 2013 as "Safety Seat Checkup Week" in the City of Commerce.

BACKGROUND:

SafetyBeltSafe U.S.A. is a National organization dedicated to advocate for child passenger safety. They believe that properly restrained safety seats can help save children from suffering tragic injuries caused by automobile collisions. They are requesting that the City of Commerce join them in supporting their cause by proclaiming the week of March 31-April 6, 2013 as "Safety Seat Checkup Week." SafetyBeltSafe U.S.A. invites all families in the Commerce Community to attend Safety Seat Checkup Day on April 6, 2013, from 10:00 a.m. to 2:00 p.m. at the Petersen Automotive Museum in Los Angeles. Trained volunteers will conduct detailed inspections of the installation and use of safety seats. They will advise parents if the safety seats have been recalled or need replacement parts, and will show them how to use them correctly.

ANALYSIS:

The City of Commerce takes great concern over the safety and well being of its residents, including children. The City Council encourages families to attend the event on April 6th, to ensure that their children's safety seats are safe and properly used.

FISCAL IMPACT:

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

RELATION TO CITY 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."

Prepared and Recommended by,

Loretta Gutierrez
Loretta Gutierrez
Director of Safety and Community Services

Respectfully Submitted,

Jorge J. Bifa
Jorge J. Bifa
City Administrator

Approved As To Form:

Eduardo Olivo
Eduardo Olivo
City Attorney

**A Proclamation of the City Council of the
City of Commerce
Designating the Week of March 31 – April 6, 2013 as
SAFETY SEAT CHECKUP WEEK**

WHEREAS, the number one preventable cause of death and injury of children and young adults is the automobile collision, and

WHEREAS, more than 90 child passengers under fifteen are killed and more than 10,000 injured in automobile collisions in California in each year; and

WHEREAS, 71% of small children killed in crashes would be alive today if they had been properly restrained in child safety seats, and

WHEREAS, 45% of injuries to child occupants ages four to eight could be prevented with the use of booster seats; and

WHEREAS, more than 90% of child safety seats are used incorrectly; and

WHEREAS, California's child safety seat usage rate reached a record high of 95% in 2010, up from 90.9% in 2009; and

WHEREAS, the State of California requires that all occupants be properly restrained in safety seats or safety belts with children in the back seat until at least age eight; and

WHEREAS, the State of California requires all occupants of motor vehicles to be buckled up correctly on every ride; and

WHEREAS, crash-tested safety seats are moderately priced and widely available for purchase at retail stores and at low cost from safety seat distribution programs throughout California, and

WHEREAS, SafetyBeltSafe U.S.A. has been dedicated for more than 30 years to protecting children from injury or death while being transported in a motor vehicle:

NOW THEREFORE BE IT RESOLVED that the City of Commerce does hereby proclaim the week of March 31 - April 6, 2013, as "Safety Seat Checkup Week", and urges families to ensure that their children are properly restrained when riding in an automobile.

PASSED AND ADOPTED this 2th day of April 2013.

Joe Aguilar
Mayor

ATTEST:

Linda Kay Olivieri, MMC
City Clerk

SafetyBeltSafe U.S.A.



Safety Seat Checkup Day

Saturday, April 6 • 10:00 a.m. to 2:00 p.m.*

*For a checkup appointment, call 310/222-6860. If you do not have an appointment, there may be a wait of more than one hour or you may be turned away.

11:30 a.m. Welcome Ceremony and Recognition of Notable Guests

Petersen Automotive Museum

6060 Wilshire Blvd., Los Angeles 90036 (Wilshire at Fairfax parking lot)



Buckling up is a family affair.

Safety Seat Checkup Week March 31 to April 6, 2013

Sponsors: California Office of Traffic Safety, Pomona Police Department, Toyota Motor Sales, U.S.A.

Major Supporter: Peace Officers Association of Los Angeles County

FREE SAFETY SEAT CHECKUP

More than 90% of the car seats we check have one or more errors.

Meet Bucklebear and his friends.

Petersen Museum discount coupons available for families participating in the checkup.

Help save children's lives with your tax-deductible support.

SafetyBeltSafe U.S.A. Box 553 Altadena, CA 91003 310/222-6860 www.carseat.org

SafetyBeltSafe U.S.A. is the national, non-profit, member-supported organization for child passenger safety.

Funding for this program was provided by a grant from the California Office of Traffic Safety, through the National Highway Traffic Safety Administration.

SafetyBeltSafe U.S.A.



Día de Inspección de Sillas de Seguridad

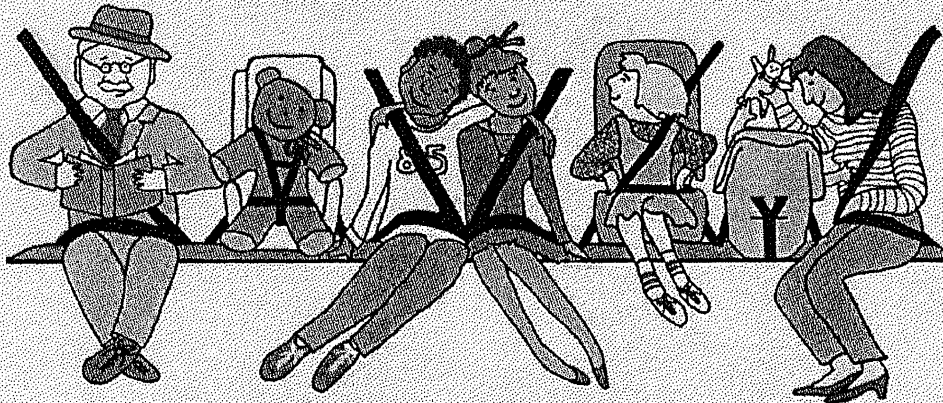
Sábado, 6 de Abril • 10:00 a.m. a 2:00 p.m.*

*Llame a 310/222-6862 un día anterior para una cita para la inspección. Si usted no tiene cita, el tiempo de espera puede ser más de una hora o puede que se le niegue este servicio.

11:30 a.m. Ceremonia de Bienvenida y Reconocimiento de Invitados de Honor

Petersen Automotive Museum

6060 Wilshire Blvd., Los Angeles 90036
(Estacionamiento en la esquina de Wilshire y Fairfax)



El abrocharse el cinturón es algo que conlleva a toda la familia.

Semana de Inspección de Sillas de Seguridad

Del 31 de Marzo al 6 de Abril, 2013

Patrocinadores: California Office of Traffic Safety, Pomona Police Department, Toyota Motor Sales, U.S.A.

Partidario Principal: Peace Officers Association of Los Angeles County

INSPECCIÓN GRATIS DE SILLAS DE SEGURIDAD

Más del 90% de las sillas de seguridad que inspeccionamos tienen uno o más errores.

Conozca al oso "Bucklebear" y a sus amiguitos.

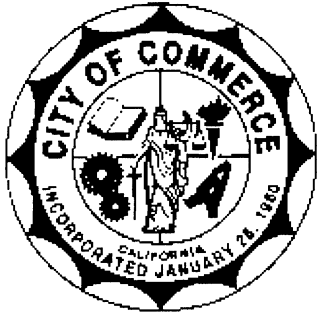
Tenemos cupones de descuento disponibles para el Museo Petersen para las familias que participen en la inspección.

Ayude a salvar la vida de niños por medio de su donación, la cual puede ser deducible de sus impuestos.

SafetyBeltSafe U.S.A. Box 553 Altadena, CA 91003 310/222-6862 www.carseat.org

SafetyBeltSafe U.S.A. es una organización nacional, no lucrativa, dedicada a la seguridad de los pasajeros menores, sostenida por sus miembros.

Los fondos para éste programa fueron proveídos por un donativo de California Office of Traffic Safety y National Highway Traffic Safety Administration.



AGENDA REPORT

Meeting Date: April 2, 2013

TO: Honorable City Council
FROM: City Administrator
SUBJECT: A Proclamation of the City Council Proclaiming the Month of April 2013 as "Sexual Assault Awareness Month" and April 24, 2013 as "Denim Day" in the City of commerce

RECOMMENDATION:

Approve a proclamation proclaiming April 2013 as "Sexual Assault Awareness Month" and April 24, 2013 as "Denim Day" in the City of Commerce.

BACKGROUND:

The United States Government has declared April as "Sexual Assault Awareness Month" and Peace Over Violence has declared April 24, 2013 as "Denim Day" in Los Angeles. This campaign protests an Italian Supreme Court decision to overturn a rape conviction because the victim wore jeans. In that decision, the justices reasoned that the victim must have helped her attacker remove her jeans, implying consent. The campaign draws attention to the fact that rape and sexual assault remains a serious issue in our society.

ANALYSIS:

Government agencies are asked to support "Denim Day" and take a public stand against sexual violence. The City Council strongly supports the efforts of Peace Over Violence to educate persons in our community about the true impact of rape and sexual violence in Southern California.

FISCAL IMPACT:

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

RELATION TO CITY 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."

Prepared and Recommended by,

Loretta Gutierrez mm
Loretta Gutierrez
Director of Safety and Community Services

Respectfully Submitted,

Jorge J. Rifa
Jorge J. Rifa
City Administrator

Approved As To Form:

Eduardo Olivo
Eduardo Olivo
City Attorney

**A Proclamation of the City Council of the
City of Commerce
Designating the Month of April 2013 as “Sexual Assault Awareness”
Month And Designating April 24, 2013 as “Denim Day”**

WHEREAS, the United States Government has declared April 2013 as “Sexual Assault Awareness Month” and Peace Over Violence has declared April 24, 2013 as “Denim Day” in Los Angeles County; and

WHEREAS, both events are intended to draw attention to the fact that rape and sexual assault remains a serious issue in our society; and

WHEREAS, harmful attitudes about rape and sexual assault allow these crimes to persist and allow victim/survivors to be re-victimized; and

WHEREAS, “Sexual Assault Awareness Month” and “Denim Day” were also instituted to call attention to misconceptions and misinformation about rape and sexual assault, and the problem that many in society remain disturbingly uninformed with respect to issues of assault and forcible rape; and

WHEREAS, every two minutes in America, someone is sexually assaulted and approximately 1-in-6 women are raped during their lifetime and youths under 18 account for about 44% of all reported; and

WHEREAS, with proper education on the matter, there is compelling evidence that we can be successful in reducing incidents of this alarming and psychologically damaging crime; and

WHEREAS, the members of the City of Commerce City Council strongly support the efforts of Peace Over Violence to educate persons in our community about the true impact of rape and sexual assault in Southern California.

NOW, THEREFORE, BE IT RESOLVED that the City of Commerce does hereby proclaim the month of April 2013 as “Sexual Assault Awareness Month”, designates April 24, 2013 as “Denim Day”, and urges everyone to wear jeans on April 24, 2013 to help communicate the message that there is “no excuse and never an invitation to rape.”

PASSED AND ADOPTED this 2nd day of April 2013.

Joe Aguilar
Mayor

ATTEST:

Linda Kay Olivieri, MMC
City Clerk



AGENDA REPORT

Meeting date: April 2, 2013

TO: Honorable City Council

FROM: City Administrator

SUBJECT: Approval of 2013 Service Organization Applications

RECOMMENDATION:

Approve additional Service Organizations for the 2013 year as recommended by the Parks & Recreation Commission on March 21, 2013.

MOTION:

Move to approve recommendation.

BACKGROUND:

The City of Commerce through the Department of Parks and Recreation officially recognizes civic and service organizations of the City of Commerce that provide a benefit to the community and members it serves. Officially recognized civic and service organizations are entitled to privileges bestowed upon them by the City to assist the organizations in achieving their goals and missions.

ANALYSIS:

The Department of Parks and Recreation received the Civic/Service Organization application form after the City Council approved the 2013 Official Civic and Service list. The following service organizations have submitted their applications.

- First Baptist Church of Commerce
- Los Angeles Communities Advocating for Unity, Social Justice and Action, Inc.

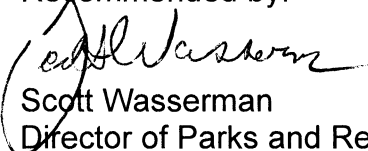
FISCAL IMPACT:

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

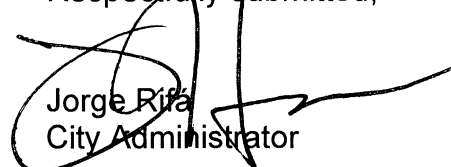
RELATIONSHIP TO STRATEGIC GOALS:

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

Recommended by:


Scott Wasserman
Director of Parks and Recreation

Respectfully submitted,


Jorge Rifa
City Administrator

Approved as to Form:


Eduardo Olivo
City Attorney

DEPARTMENT OF PARKS AND RECREATION

CIVIC/SERVICE ORGANIZATIONS
OFFICER LISTING FORM

(PLEASE PRINT OR TYPE AND INCLUDE ALL INFORMATION)

Official Name of Organization: FIRST BAPTIST CHURCH of COMMERCE

CIVIC

SERVICE

LIST OF CURRENT ELECTED OFFICERS:

	NAME	ADDRESS (STREET, CITY, ZIP)	AREA CODE/PHONE
PRESIDENT	<u>VICTOR VEGA SR.</u>	<u>5102 Kinsie St. Commerce 17526 FAIRFORD 90040</u>	<u>310-560-3168</u>
VICE PRESIDENT	<u>DANIEL ROSALES</u>	<u>Hacienda Hgts. Ca. 91775 17526 FAIRFORD.</u>	<u>562-544-6621</u>
TREASURER	<u>SIMON CAMPOS</u>	<u>NORWALK CA. 90650. 461 So. McBride Ave</u>	<u>323-565-2824</u>
SECRETARY	<u>VICTORIA HERNANDEZ</u>	<u>Los Angeles CA 90022 6008 JILSON ST.</u>	<u>323-823-3354</u>
		<u>Commerce Ca 90040</u>	

Please inform the Department of Parks & Recreation office immediately (extension 2223) when there is a change of officers.

The Organization is registered 501 3 c non-profit.

3-12-13
~~3-12-13~~
Date

Victor Vega Sr.
Authorized signature

PRESIDENT
Title

**FIRST BAPTIST CHURCH OF COMMERCE
MEMBERSHIP LIST 2013**

<u>NAME</u>	<u>ADDRESS</u>	<u>PHONE #</u>
BOHNE, RUTH	Rosemead CA	626-278-8378
CAMPOS, SIMON	461 So. Mc Bride Ave Los Angeles CA 90022	323-265-2824
DE LA CRUZ, DALIA DE LA CRUZ, VANESSA	5044 Astor Ave. Commerce CA 90040	
HERNANDEZ, VICTORIA HERNANDEZ, DANIELLE	6008 Jillson St. Commerce CA 90040	323-823-3384
FERNANDEZ, YEMILE FERNANDEZ, ZENEIDA FERNANDEZ, JADE	2310 Cowlin Ave Commerce CA 90040	323-629-5751
LIRA, JOHN LIRA, MARK	11736 Cardell St. Norwalk CA 90650	
MUNIZ, OLGA L.	5044 Astor Ave Commerce CA 90040	
RAYA, SARAH	14526 Fairford Ave. Norwalk CA 90650	562-863-5504
ROSALES, DANIEL ROSALES, ELAINE ROSALES, DAVID ROSALES, DARRELL	14526 Fairford Ave. Norwalk CA 90650	562-863-5504
VEGA, VICTOR VEGA, LILY VEGA, PHILIP	15212 Shadybend Dr #43 Hacienda Heights CA 91745	626-968-3514

CITY OF COMMERCE
DEPARTMENT OF PARKS AND RECREATION

REGISTRATION FORM
"COMMERCE ~~CIVIC~~ ORGANIZATIONS"

Official Name of Organization FIRST BAPTIST CHURCH OF COMMERCE

Date of Application FEB-4-2013 Incorporated: Yes No (Check One)

Location of Meetings 5102 KINSIE ST. Non-profit Yes No (Check One)

Meeting Dates 4 - ANNUAL Times 5

PLEASE SUBMIT:

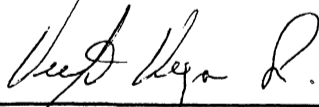
1. Copy of the Organization By-Laws and/or a complete resume of the rules formulated by the Organization.
2. The Organization goals, objectives & purpose (use space below or on reverse side).
3. Attach a complete membership roster (include name, complete address and phone number).

Goals/Objectives/Purpose of the Organization: TO SERVICE THE COMMUNITY.

LIST CURRENT ELECTED OFFICERS:

	Name	Address	Phone
President	<u>VICTOR VEGA SR.</u>	<u>5102 KINSIE ST 5112 SHAWBEND DR PLACENA HILLS, CA. 90040</u>	<u>90690310-560 3168.</u>
Vice President	<u>DANIEL ROSALES.</u>	<u>14526 FAIRFORD. NORWALK CA.</u>	<u>562-544-6621</u>
Treasurer	<u>SIMON CAMPOS.</u>	<u>461 So McBride Ave Los Angeles, CA 90022</u>	<u>323-565-2824</u>
Secretary	<u>VICTORIA HERNANDEZ.</u>	<u>6008 JILSON ST COMMERCE, CA. 90040</u>	<u>323-823-3354</u>

PLEASE INFORM THE DEPARTMENT OF PARKS AND RECREATION OFFICE (Ext. 2223) WHEN THERE IS A CHANGE OF OFFICERS.

FEB-5-2013.  PRESIDENT.
Date Authorized Signature Title

DEPARTMENT OF PARKS AND RECREATION

"CIVIC/SERVICE ORGANIZATIONS"
OFFICER LISTING FORM

(PLEASE PRINT OR TYPE AND INCLUDE ALL INFORMATION)

Official name of Organization: Los Angeles Communities Advocating for
Unity, Social Justice, and Action, Inc. CIVIC SERVICE

LIST OF CURRENT ELECTED OFFICERS:

	NAME	ADDRESS (STREET, CITY, ZIP)	AREA CODE/PHONE
PRESIDENT	<u>RICHARD ASKEW</u>	<u>5400 E. OLYMPIC BLD # 210</u> <u>LOS ANGELES, CA 90022</u>	<u>626-660-4450</u>
VICE PRESIDENT	_____	_____	_____
TREASURER	<u>DELMY LOPEZ</u>	<u>5400 E. OLYMPIC BLD # 210</u> <u>LOS ANGELES, CA 90022</u>	<u>481-0804</u>
SECRETARY	<u>VACANT</u>	<u>-</u> <u>-</u>	<u>-</u>

Please inform the Department of Parks & Recreation office immediately (extension 2223) when there is a change of officers.

The Organizations bylaws have not changed, please use the most current on file.

Date 2/27/13

Jenny Sanchez-Garcia
Authorized signature

Executive Director
Title

CITY OF COMMERCE
DEPARTMENT OF PARKS AND RECREATION

REGISTRATION FORM
"COMMERCE SERVICE ORGANIZATIONS"

Official Name of Organization Los Angeles Communities Advocating for
Unity, Social Justice, and Action (LACAUSA)

Official Street Address of Organization (if applicable) 5400 E. Olympic Blvd., Ste. 210
L.A. CA 90022

Date of Application _____ Incorporated: Yes No _____ (Check One)

Location of Meetings LA CAUSA

Meeting Dates _____ Times _____

PLEASE SUBMIT:

1. Copy of the Organization By-Laws and/or a complete resume of the rules formulated by the Organization.
Attached
2. The Organization goals and objectives. Use space below or on reverse side.
Attached
3. Attach a complete membership roster (Include: Name, complete address and phone number)
Attached

LIST CURRENT ELECTED OFFICERS:

Name	Address	Phone
President <u>See attachment</u>		
Vice President _____		
Treasurer _____		
Secretary _____		
Other _____		

**PLEASE INFORM THE DEPARTMENT OF PARKS AND RECREATION OFFICE (Ext. 2223)
WHEN THERE IS A CHANGE OF OFFICERS.**

2/27/13
Date

Juan Sanchez-Garcia
Authorized Signature

Executive Director
Title



LA CAUSA

Youth Build

BOARD OF DIRECTORS

Chair

Richard Askew
LOS ANGELES POLICE DEPARTMENT
(626)660-4450
raskewj@gmail.com

Secretary

Open

Treasurer

Delmy Lopez
MILLER, KAPLAM & ARASE, LLP
Certified Public Accountants
(323) 481-0804
delmy.lopez@hotmail.com

Board Member

Ruben Gonzales
CENTER FOR THE STUDY OF SOCIAL POLICY
(310)721-4895
Rubengonzls@aol.com

Board Member

Martin Flores
LOS ANGELES YOUTH OPPORTUNITY MOVEMENT-WATTS
(213)280-9171
Flores.martinm@gmail.com

Board Member

Mina Trujillo
CHRAFT PR
(626) 488-2642
mina@chraftpr.com



LA CAUSA

Youth Build

Board Member

Javier Beltran
INNER CITY LAW CENTER
(213) 891-2880
jbeltran@innercitylaw.org

Special Advisor

Robert Sainz
LOS ANGELES CITY COMMUNITY DEVELOPMENT DEPARTMENT
(213)359-9218
robert.sainz@lacity.org

Pro Bono Attorney

Steve Hernandez
BARNES & THORNBURG, LLP
(310)284-3775
shernandez@btlaw.com



AGENDA REPORT

Meeting Date: 04/02/13

TO: HONORABLE CITY COUNCIL
FROM: CITY ADMINISTRATOR
SUBJECT: SEASONAL SWIMMING LESSONS

RECOMMENDATION:

Approve the additional funding in the amount of \$12,433.00 for spring swimming lessons at the Brenda Villa Aquatic Center from the CIP Project Account for supplemental filtration for small pool.

MOTION:

Council discretion.

BACKGROUND AND ANALYSIS:

Ordinarily, the Aquatic Division provides swimming lessons throughout the year. In anticipation of closing the lap pool this spring to repair the filtration system, the Aquatic Division reprogrammed the spring swimming lessons to last November, 2012 and January, 2013. There were a total of 134 participants in November and 72 participants in January. When the swimming lessons are offered in March and April, they typically serve 180 youth per month (for a total of 360).

It has recently become evident that the CIP to add additional filtration to the lap pool is behind schedule and that the pool will remain open during the spring. Accordingly, the department is requesting \$12,433 to offer swimming lessons in April and May, to serve approximately 360 youth (180 per month). If funds are approved by Council, staff will conduct the swim lesson registration during the last week of April and offer the lessons in May and June. This schedule will ensure that staff has adequate time to publicize the registration date before swim lessons are offered.

The CIP Project to add supplemental filtration to the lap pool was funded at \$150,000 as part of the FY 2012/2013 approved CIP budget and was to include the design phase, construction and the cost of re-paving the pool deck and re-plastering the pool. Council awarded the design portion of the project to Aquatic Design Group of Carlsbad, California at its meeting of October 16, 2012 in the amount of \$18,000. After conducting its assessment of the existing pool equipment, maintenance procedures and water quality issues, the consultant determined that additional filtration alone will not improve the water quality, as desired by the City.

Additional improvements are required to the pool, which include:

- adding additional skimmers;
- adding additional returns;
- additional electrical and plumbing work;
- additional concrete work (or reconstruction of the pool deck); and
- additional design and engineering services.

It is anticipated that these improvements will cost an additional \$150,000 beyond what has already been allocated for the project. Staff will return to Council during the FY 2013-2014 CIP budget process to request funds for the entire estimated cost of all improvements.

FISCAL IMPACT:

The \$12,433 for spring swimming lessons can be taken from the CIP project account to add supplemental filtration to the small pool. Staff will be returning to Council as part of the FY 2013-2014 CIP budget process to request additional funding to complete this project.

RELATIONSHIP TO STRATEGIC GOALS:

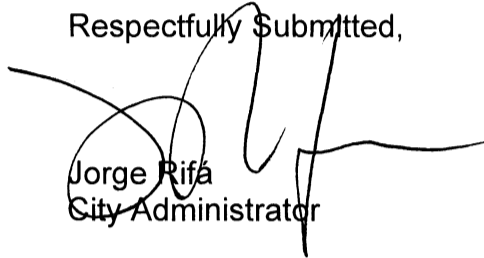
This agenda item relates to Strategic Goal #2: Improving and maintaining the city's infrastructure. The lap pool is used for swimming lessons, classes, and water polo and swimming competitions and improving the water quality will provide a safer and healthier environment for aquatic patrons.

Recommended by:



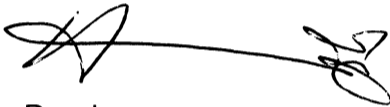
Scott Wasserman
Director of Parks & Recreation

Respectfully Submitted,



Jorge Rifa
City Administrator

Fiscal Impact reviewed by:



Vilko Domic
Director of Finance

Approved as to form:



Eduardo Olivo
City Attorney



AGENDA REPORT

MEETING DATE: April 2, 2013

TO: HONORABLE CITY COUNCIL

FROM: CITY ADMINISTRATOR

SUBJECT: 2013 YOUTH EDUCATION AND SERVICE (Y.E.S.) LEADERSHIP & MENTORING PROGRAM

RECOMMENDATION:

The City Council will consider and take the appropriate action with respect to the 2013 Commerce Summer Youth Education and Service (Y.E.S.) Leadership & Mentoring Program beginning July 1, 2013.

MOTION:

Move to approve the recommendation.

BACKGROUND:

Over the past sixteen (16) summers, the City of Commerce, Human Resources Department has administered a very successful and valuable Summer Youth Education and Service Program. This program affords Commerce youth meaningful job/volunteer placements and created an awareness of City services. The program has been mutually enriching to both youth and the City. In 2012, the City placed 85 youth in positions around the City.

This Leadership & Mentoring program is designed to provide Commerce youth with an opportunity to gain valuable volunteer experience and serve their City. City of Commerce staff who supervise the youth, also serve as mentors and pass on valuable work/life experience to the students they manage. Both youth and supervisor gain dividends from participating in the program.

In 2010, the City Council approved by Resolution No. 10-23 the following criteria for this program:

- Current City Resident Activity Card is required for program participation.
- Grandparent Resident Activity Cards are excluded from eligibility.
- Pre-qualified applicants will be selected for employment with participating departments based upon a lottery process. Those applicants not selected by any of the departments will be replaced with applicants from additional lottery drawings.
- Ages 14 to 19 years old are eligible to participate in the program.
- Two (2) summers maximum eligibility period.

Youth receive a \$500 dollar stipend at the completion of the YES Leadership & Mentoring program and volunteer in entry-level services as identified by various departments supporting this endeavor. The Human Resources Department takes the leading role in administering the YES Leadership & Mentoring program.

ANALYSIS:

The Y.E.S. Program is now approaching its 17th year, and has become a "Model" program for the City of Commerce. It is more than just a summer volunteer program; it is one of the building blocks that young people are using in their transition to adulthood and decreases idle time of Commerce youth during the summer months.



AGENDA REPORT

MEETING DATE: April 2, 2013

TO: HONORABLE CITY COUNCIL

FROM: CITY ADMINISTRATOR

SUBJECT: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMMERCE, CALIFORNIA, APPROVING THE SECOND AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT FOR DESIGN AND ENGINEERING SERVICES WITH RBF CONSULTING FOR THE WASHINGTON BOULEVARD WIDENING AND RECONSTRUCTION PROJECT

RECOMMENDATION:

Approve the Resolution approving the Second Amendment to the Professional Services Agreement for Design and Engineering Services with RBF Consulting for the Washington Boulevard Widening and Reconstruction Project in order to complete various design changes required by Caltrans because of work in Caltrans right-of-way (at the I-5 and I-710 freeway ramps) in order for Caltrans to review and approve the project plans and drawings and ensure compliance with Caltrans design standards and the California Transportation Commission grant funding requirements, 80% of the amendment related cost will be paid by Federal grant funds (SAFETEA-LU Grant), and assign the number next in order.

MOTION:

Move to approve recommendation.

BACKGROUND:

On July 29, 2005, as part of a special appropriation from Congresswoman Lucille Roybal-Allard, the City of Commerce received \$2,400,000 for the Washington Boulevard Widening and Reconstruction Project under the Safe, Accountable, Flexible, Efficient Transportation Equity Act: A Legacy for Users (SAFETEA-LU).

On January 25, 2007, the City of Commerce submitted an application with the Los Angeles County Metropolitan Transportation Authority (LACMTA) for their 2007 Call for Projects. The application requested \$17.8 million of the estimated \$32,000,000 required to perform all the improvements associated with widening and reconstructing Washington Boulevard.

On September 27, 2007, the LACMTA Board of Directors approved a one-time grant funds in the amount of \$13,362,000.00 for Washington Boulevard. The project boundaries are Washington Boulevard from westerly City limits (with Vernon) to the I-5 Freeway.

On February 19, 2008, the City Council approved the execution of the Memorandum of Understanding (MOU) between the City of Commerce and the LACMTA for the Project.

On July 1, 2008, the City Council approved the execution of the Trade Corridors Improvement Fund (TCIF) Project Baseline Agreement between the City of Commerce and the California Department of Transportation, which secured \$5.8 million from the State of California to complete this project.

On May 4, 2010, the City Council approved the Environmental Impact Report (EIR) for the Project.

On October 18, 2011, the City Council approved the execution Program Supplement Agreement No. N011 to the Administering Agency-State Agreement between the City of

Commerce and the State of California Department of Transportation (or Caltrans) for this project.

On January 3, 2012, the City Council received a report and update on the Project. As stated in the report, on November 23, 2011, staff submitted a Pre-Award Letter to Caltrans for review and approval, as required prior to award of any professional services agreement over \$1,000,000.

On May 3, 2012, the City received a letter dated April 30, 2012, from Caltrans waiving the pre-award audit at this time and authorizing the City to proceed with a professional services agreement for engineering and design services for the proposed project. The Caltrans letter provided that the total amount under the proposed agreement shall not exceed \$1,442,679 and that if the City and Consultant agree to increase or modify the terms of the agreement, a properly executed amendment will be required.

On June 19, 2012, the City Council awarded a Professional Services Agreement to RBF Consulting for design and engineering services for this project, in the amount of \$1,442,679.

On December 4, 2012, the City Council approved the First Amendment to the Services Agreement with RBF Consulting for the aforementioned project.

On March 26, 2013, the City Council received a presentation on the proposed improvements for Washington Boulevard.

ANALYSIS:

The proposed project seeks to widen and reconstruct Washington Boulevard from the I-5 Freeway (on the east) to 350 feet west of Indiana Street (Commerce City Limit). The project will add an additional lane in each direction, reconstruct the roadway in concrete, increase turning radius, install landscape medians, improve the railroad crossing (west of Commerce Way), upgrade traffic signals/street lighting, improve storm drain systems, install new curb & gutters, repair damaged sidewalks, install ADA-compliant ramps at intersections, and install new trees and directional signage.

For the past several months, RBF Consulting staff has been working on the preliminary design phase of the project. On September 20, 2012, they completed the Geometric Approval Drawing (GAD) and Construction Analysis Report and submitted to City staff.

In order to proceed with the preparation of final plans, specifications and estimates (PS&E) the following additional information and services are required:

- Caltrans PEER Document\$6,100.00
Prepare a Caltrans Permit Engineering Evaluation Report (PEER) document for the processing of the Washington Boulevard Improvements for encroachment within Caltrans ROW for the processing of the Washington Boulevard Improvements for encroachments within Caltrans ROW for the I-710 and I-5 Freeways. The PEER shall follow Caltrans Project Development Procedures Manual, Appendix I format. It is assumed the project costs will be around \$1.3 million dollars which falls within the discretionary limits for providing the PEER documents.
- Water Quality Data Sheet – Short Form Preparation and Review of I-710 Corridor Study\$7,900.00
Prepare a Storm Water Data Sheet (Caltrans Short Form) for the I-710 and I-5 Freeways right-of-way. The Storm Water Data Sheet shall include the disturbed acreage based on the proposed improvements for Washington Boulevard. It is anticipated the impact footprint should be less than one-acre for both sites, In addition the Consultant shall review the I-710 Corridor Study to identify any proposed

water quality BMP improvements for Washington Boulevard. It is assumed that Caltrans District 7 shall provide the Corridor Study.

- Caltrans “Fact Sheet” Design Exceptions.....\$26,800.00
Prepare a general listing of non-standard design exceptions as an overall write-up covering the proposed design for Washington Boulevard. This general write-up will identify the non-standard items and address these items as it pertains to the proposed EIR and the proposed final design improvements for Washington Boulevard. This work effort includes documenting existing non-standard features encountered currently at the ramps, documenting any/all non-standard features that can be addressed by the project, and any/all not addressed with the project and reasons why the project cannot address them.
- Additional Drainage Work at the I-710 Northbound Ramp to resolve Flooding Concerns (Extension of 24-inch mainline east of I-710)\$27,500.00
 - A. *Base Data Research and Review* – research, investigate existing storm drain improvements “as built” plans, and hydrology/hydraulic data related to the project in the vicinity of the I-710 on/off ramps, collect and review storm drain plans, watershed investigations including previous hydrology studies, adjacent development, land use or other reports to aid hydrology analysis.
 - B. *Alternatives Feasibility Analysis* – investigate potential solutions to help alleviate flooding at the I-710 on/off-ramps, including review of up two design alternatives to identify options to minimize the flooding at the I-710 Freeway on/off-ramps; prepare hydrological and hydraulic sizing of proposed facilities; prepare cost estimates of alternatives; prepare preliminary matrix for each alternative investigated identifying the advantages, disadvantages, special design constraints, preliminary construction cost, potential construction problems and any identifiable intangible costs. The storm drain system will be laid out and sized to capture flows prior to the I-710 Freeway on/off-ramp locations, per direction of LACPW. The additional drainage facilities should be sized to minimize interception of flows beyond that which is currently intercepted by the existing system downstream.
 - C. *Hydrology Update* – the Consultant shall update the existing condition hydrology to reflect the proposed additional catch basin(s). The analysis will be performed to determine the peak storm water runoff for 10-year and 50-year storm events.
 - D. *Street Hydraulics* – the Consultant shall determine the flow depths in the vicinity of the I-710 on/off ramps. This information will be used to estimate the flooded widths and each basin interception. These calculations will assume 100% capture of flows in existing catch-basins upstream. The street hydraulics will be based on hydrology previously prepared for the project and hydrology from the Hydrology Update.
 - E. *Pipe Hydraulics* – the Consultant shall prepare the pipe hydraulic calculations for the pipe extension. The pipe hydraulics will be prepared using the Los Angeles County Flood Control WSPG computer program. The analysis will be performed using the design discharge (10-year) of the existing drainage system that the proposed improvements will tie into. The storm drain hydraulics will use the hydraulic grade line (HGL) shown on the as-built drawings for the mainline system the proposed system will tie into. If a HGL is not available, the soffit elevation of the mainline at the proposed hydraulic analysis of the existing storm drain systems will be performed as part of this project.
 - F. *Report Preparation* – the Consultant shall prepare one (1) “Hydrology and Hydraulics Report” for the onsite storm drain design. This report will include the analysis of the peak storm water runoff for 10-year and 50-year storm events. The report shall include documentation for local design hydrology for storm drains and catch basins, design criteria, constraints, and design assumptions in a format acceptable for review by the jurisdictional agencies. All hydrology and hydraulics studies shall be completed in conformance with the latest available design,

drafting, and policy and procedures manuals of the Los Angeles County Public Works.

- G. *Storm Drain Improvement Plans* – the Consultant shall prepare storm drain improvement plans to provide relief to existing flooding at the I-710 Freeway on/off-ramps. This work item is based on the preparation of one plan set for the onsite storm drain system

TOTAL CHANGE ORDER/AMENDMENT (80% Federal Funds).....\$68,300.00

The Federal SAFETEA-LU grant funds will pay for 80% of the cost related to this amendment (or \$54,640.00).

Staff recommends approval of the Second Amendment adjusting the contract amount from \$1,551,319.00 to \$1,619,619.00. On June 19, 2012, the City Council appropriated a contingency of \$216,400 (or 15%) for design and engineering services. The contingency will be used to cover the additional services/costs listed in the Second Amendment.

FISCAL IMPACT:

At this time, this activity can be carried out without additional impact on the current operating budget. The approved budget and funding sources for this project are as follows:

WASHINGTON BLVD. RECONSTRUCTION PROJECT	
Preliminary Design & Scope of Work (MTA Prop C 25%)	\$77,000
Preliminary Design & Scope of Work (City Match 35% - 2007 Bonds Funds)	\$46,000
Design Specification 60% RDA	\$180,000
City Match 40% - 2004 Bond Funds	\$120,000
Construction Management 50% RDA	\$200,000
City Match 50% - 2004 Bond Funds	\$200,000
Construction (Phase I) Prop C 25% (MTA Funds)	\$13,285,000
Construction Fed. Highway Funds (SAFETEA-LU HPP 3085)	\$2,220,000
SAFETEA-LU Match	\$220,000
California Transportation Commission (CTC Grant)	\$5,800,000
California Transportation Commission (City ROW Match)	\$3,198,000
Construction (Phase I) City Remaining Match (35%) - \$3 million (General Fund Reserves; \$3,453,460 RDA)	\$6,454,000
	\$32,000,000

The proposed professional services agreement will be funded as follows:

	Original Agreement	1 st Amendment	2 nd Amendment	New Totals
Federal Funds (SAFETEA-LU)	\$1,154,143.00	\$86,912.00	\$54,640.00	\$1,241,055.00
Local (City Match)	\$288,536.00	\$21,728.00	\$13,660.00	\$310,264.00
TOTAL	\$1,442,679.00	\$108,640.00	\$68,300.00	\$1,619,619.00

The Commerce Community Development Commission had approved the payment of redevelopment funds as part of the local match for the Project. Pursuant to AB X1 26, the Department of Finance (DOF) determined that the Commission’s local match for the Project was not an “enforceable obligation.” Successor Agency staff requested a meet-and-confer with the DOF in connection with that determination and is currently awaiting the DOF’s determination. Due to existing contractual obligations with LACMTA and Caltrans, in order not to jeopardize any other funding, staff recommends that the City continue with the engineering and design of the project. Currently, City staff, the MTA, the Gateway COG and The Dardanelle Group are exploring other potential sources of funds (such as, funding allocation by the I-710 Early Action Program), if the DOF determines that the redevelopment fund contributions to the Project is not an “enforceable obligation” under AB X1 26.

RELATIONSHIP TO 2012 STRATEGIC GOALS:

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

Respectfully submitted:


Jorge Rifa
City Administrator

Recommended and prepared by:


Danilo Batson
Assistant Director of Public Services

Reviewed by:


Vilko Domic
Director of Finance

Approve as to form:


Eduardo Olivo
City Attorney

File: 2013 City Council Agenda Reports
Washington Blvd. Widening and Reconstruction Project – Agenda Reports File

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMMERCE,
CALIFORNIA, APPROVING THE SECOND AMENDMENT TO THE PROFESSIONAL
SERVICES AGREEMENT FOR DESIGN AND ENGINEERING SERVICES WITH RBF
CONSULTING FOR THE WASHINGTON BOULEVARD WIDENING AND
RECONSTRUCTION PROJECT

WHEREAS, on June 19, 2012, the City Council awarded a Professional Services Agreement (Agreement) to RBF Consulting for design and engineering services for the Washington Boulevard Widening and Reconstruction Project; and

WHEREAS, the City of Commerce and RBF Consulting desire to amend the exiting Agreement to include additional services necessary to complete the project design.

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

Section 1. The Second Amendment to the Professional Services Agreement is hereby approved. The Mayor is hereby authorized to execute the Second Amendment for and on behalf of the City.

PASSED, APPROVED AND ADOPTED this ____ day of _____, 2013.

Joe Aguilar, Mayor

ATTEST:

Linda Kay Olivieri, MMC
City Clerk

SECOND AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT BETWEEN
THE CITY OF COMMERCE AND RBF CONSULTING FOR DESIGN AND
ENGINEERING SERVICES FOR THE WASHINGTON BOULEVARD WIDENING AND
RECONSTRUCTION PROJECT

This Second Amendment is made and entered into as of the ____ day of _____ 2013, ("Effective Date") by and between the CITY OF COMMERCE, a Municipal Corporation (the "CITY") and RBF CONSULTING ("CONSULTANT").

WITNESSETH

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

- A. On June 19, 2012, the CITY and CONSULTANT entered into a Services Agreement for Design and Engineering Services associated with the widening and reconstruction of Washington Boulevard (the "Agreement");
- B. RBF Consulting has provided all necessary services required under the Agreement in order to prepare and complete the project Plans and Specifications;
- C. In order to complete all preliminary design and engineering services required for the project, additional services are necessary;
- D. On August 9, 2012, the CONSULTANT provided the CITY with a no-fee proposal to prepare five simulations and provide paint mark-up of new curb alignment at the selected locations;
- E. On October 25, 2012, the CONSULTANT provided the CITY with a second proposal to provide various preliminary design and engineering services required by the project;
- F. On December 4, 2012, the City Council approved the First Amendment to the Professional Services Agreement for Design and Engineering Services with RBF Consulting; and
- F. CITY and CONTRACTOR need to modify the Scope of Services and Compensation set forth in the Agreement in order to address the changed conditions.

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

1. Section 1: Scope of Services and Schedule of Performance

The Scope of Services that was set forth in Exhibit "A" and that was referenced in Section 1 of the Agreement is hereby expanded to include the Scope of Services set forth in the attached Exhibit "A-1" which is incorporated herein by reference.

2. Section 4: Compensation

The fees to be paid by the CITY for the additional services to be provided by CONSULTANT are also set forth in the attached Exhibit "A-1."

3. All other terms and conditions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have each executed or caused to be executed, this Second Amendment on the dates set forth below.

CITY OF COMMERCE

Dated: _____

By: _____
Joe Aguilar, Mayor

ATTEST:

APPROVED AS TO FORM:

Linda Kay Olivieri, MMC
City Clerk

Eduardo Olivo
City Attorney

RBF CONSULTING ("CONSULTANT")

Dated: _____

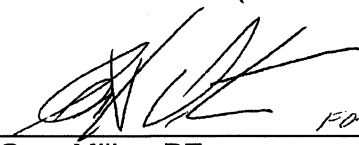
By:  _____
Gary Miller, PE
Vice President Public Works

EXHIBIT A-1

In order to proceed with the preparation of final plans, specifications and estimates (PS&E) the following additional information and services are required:

- 1) Caltrans PEER Document\$6,100.00
Prepare a Caltrans Permit Engineering Evaluation Report (PEER) document for the processing of the Washington Boulevard Improvements for encroachment within Caltrans ROW for the processing of the Washington Boulevard Improvements for encroachments within Caltrans ROW for the I-710 and I-5 Freeways. The PEER shall follow Caltrans Project Development Procedures Manual, Appendix I format. It is assumed the project costs will be around \$1.3 million dollars which falls within the discretionary limits for providing the PEER documents.
- 2) Water Quality Data Sheet – Short Form Preparation and Review of I-710 Corridor Study\$7,900.00
Prepare a Storm Water Data Sheet (Caltrans Short Form) for the I-710 and I-5 Freeways right-of-way. The Storm Water Data Sheet shall include the disturbed acreage based on the proposed improvements for Washington Boulevard. It is anticipated the impact footprint should be less than one-acre for both sites. In addition the Consultant shall review the I-710 Corridor Study to identify any proposed water quality BMP improvements for Washington Boulevard. It is assumed that Caltrans District 7 shall provide the Corridor Study.
- 3) Caltrans “Fact Sheet” Design Exceptions.....\$26,800.00
Prepare a general listing of non-standard design exceptions as an overall write-up covering the proposed design for Washington Boulevard. This general write-up will identify the non-standard items and address these items as it pertains to the proposed EIR and the proposed final design improvements for Washington Boulevard. This work effort includes documenting existing non-standard features encountered currently at the ramps, documenting any/all non-standard features that can be addressed by the project, and any/all not addressed with the project and reasons why the project cannot address them.
- 4) Additional Drainage Work at the I-710 Northbound Ramp to resolve Flooding Concerns (Extension of 24-inch mainline east of I-710)\$27,500.00
 - A. *Base Data Research and Review* – research, investigate existing storm drain improvements “as built” plans, and hydrology/hydraulic data related to the project in the vicinity of the I-710 on/off ramps, collect and review storm drain plans, watershed investigations including previous hydrology studies, adjacent development, land use or other reports to aid hydrology analysis.
 - B. *Alternatives Feasibility Analysis* – investigate potential solutions to help alleviate flooding at the I-710 on/off-ramps, including review of up two design alternatives to identify options to minimize the flooding at the I-710 Freeway on/off-ramps; prepare hydrological and hydraulic sizing of proposed facilities; prepare cost estimates of alternatives; prepare preliminary matrix for each

alternative investigated identifying the advantages, disadvantages, special design constraints, preliminary construction cost, potential construction problems and any identifiable intangible costs. The storm drain system will be laid out and sized to capture flows prior to the I-710 Freeway on/off-ramp locations, per direction of LACPW. The additional drainage facilities should be sized to minimize interception of flows beyond that which is currently intercepted by the existing system downstream.

- C. *Hydrology Update* – the Consultant shall update the existing condition hydrology to reflect the proposed additional catch basin(s). The analysis will be performed to determine the peak storm water runoff for 10-year and 50-year storm events.
- D. *Street Hydraulics* – the Consultant shall determine the flow depths in the vicinity of the I-710 on/off ramps. This information will be used to estimate the flooded widths and each basin interception. These calculations will assume 100% capture of flows in existing catch-basins upstream. The street hydraulics will be based on hydrology previously prepared for the project and hydrology from the Hydrology Update.
- E. *Pipe Hydraulics* – the Consultant shall prepare the pipe hydraulic calculations for the pipe extension. The pipe hydraulics will be prepared using the Los Angeles County Flood Control WSPG computer program. The analysis will be performed using the design discharge (10-year) of the existing drainage system that the proposed improvements will tie into. The storm drain hydraulics will use the hydraulic grade line (HGL) shown on the as-built drawings for the mainline system the proposed system will tie into. If a HGL is not available, the soffit elevation of the mainline at the proposed hydraulic analysis of the existing storm drain systems will be performed as part of this project.
- F. *Report Preparation* – the Consultant shall prepare one (1) “Hydrology and Hydraulics Report” for the onsite storm drain design. This report will include the analysis of the peak storm water runoff for 10-year and 50-year storm events. The report shall include documentation for local design hydrology for storm drains and catch basins, design criteria, constraints, and design assumptions in a format acceptable for review by the jurisdictional agencies. All hydrology and hydraulics studies shall be completed in conformance with the latest available design, drafting, and policy and procedures manuals of the Los Angeles County Public Works.
- G. *Storm Drain Improvement Plans* – the Consultant shall prepare storm drain improvement plans to provide relief to existing flooding at the I-710 Freeway on/off-ramps. This work item is based on the preparation of one plan set for the onsite storm drain system.

TOTAL CHANGE ORDER/AMENDMENT (80% Federal Funds).....\$68,300.00

Many of our past Y.E.S. Program participants have obtained good jobs and started their lives as responsible adults. The Y.E.S. Program has played a pivotal role in the transition of their lives.

FISCAL IMPACT/ALTERNATIVES:

As proposed, the cost of this program is \$42,500 and those funds will be included in the 2013-14 budget.


CONCLUSION:

The Summer Youth Employment Service Program has been a highly visible and viable program for Commerce youth and families. Studies of youth job training programs show that although these programs make less of a short-term impact, they may have a much greater impact over the long term. It provides opportunities for youth to identify and cultivate their interest and is extremely important in building a base for future advancement in the work force.

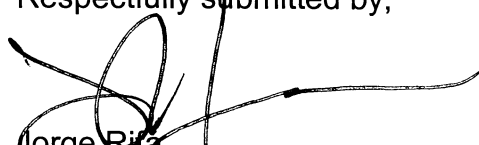
RELATIONSHIP TO 2012 STRATEGIC GOALS:

This agenda item report relates to the 2012 strategic planning goal:
"Review and update services and activities to increase efficiency."

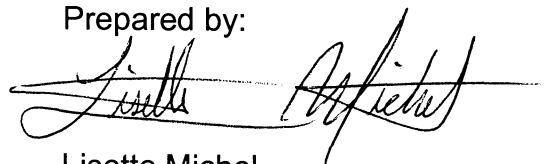
Recommended by:


Michael Casalou
Director of Human Resources

Respectfully submitted by,


Jorge Rifa
City Administrator

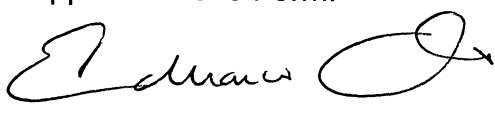
Prepared by:


Lisette Michel
Senior Human Resources Analyst

Budget Impact Reviewed by:


Vilko Domic
Director of Finance

Approved as to Form:


Eduardo Olivo
City Attorney



AGENDA REPORT

MEETING DATE: April 2, 2013

TO: HONORABLE CITY COUNCIL

FROM: CITY ADMINISTRATOR

SUBJECT: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMMERCE, CALIFORNIA, APPROVING THE SECOND AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT FOR DESIGN AND ENGINEERING SERVICES WITH RBF CONSULTING FOR THE WASHINGTON BOULEVARD WIDENING AND RECONSTRUCTION PROJECT

RECOMMENDATION:

Approve the Resolution approving the Second Amendment to the Professional Services Agreement for Design and Engineering Services with RBF Consulting for the Washington Boulevard Widening and Reconstruction Project in order to complete various design changes required by Caltrans because of work in Caltrans right-of-way (at the I-5 and I-710 freeway ramps) in order for Caltrans to review and approve the project plans and drawings and ensure compliance with Caltrans design standards and the California Transportation Commission grant funding requirements, 80% of the amendment related cost will be paid by Federal grant funds (SAFETEA-LU Grant), and assign the number next in order.

MOTION:

Move to approve recommendation.

BACKGROUND:

On July 29, 2005, as part of a special appropriation from Congresswoman Lucille Roybal-Allard, the City of Commerce received \$2,400,000 for the Washington Boulevard Widening and Reconstruction Project under the Safe, Accountable, Flexible, Efficient Transportation Equity Act: A Legacy for Users (SAFETEA-LU).

On January 25, 2007, the City of Commerce submitted an application with the Los Angeles County Metropolitan Transportation Authority (LACMTA) for their 2007 Call for Projects. The application requested \$17.8 million of the estimated \$32,000,000 required to perform all the improvements associated with widening and reconstructing Washington Boulevard.

On September 27, 2007, the LACMTA Board of Directors approved a one-time grant funds in the amount of \$13,362,000.00 for Washington Boulevard. The project boundaries are Washington Boulevard from westerly City limits (with Vernon) to the I-5 Freeway.

On February 19, 2008, the City Council approved the execution of the Memorandum of Understanding (MOU) between the City of Commerce and the LACMTA for the Project.

On July 1, 2008, the City Council approved the execution of the Trade Corridors Improvement Fund (TCIF) Project Baseline Agreement between the City of Commerce and the California Department of Transportation, which secured \$5.8 million from the State of California to complete this project.

On May 4, 2010, the City Council approved the Environmental Impact Report (EIR) for the Project.

On October 18, 2011, the City Council approved the execution Program Supplement Agreement No. N011 to the Administering Agency-State Agreement between the City of

Commerce and the State of California Department of Transportation (or Caltrans) for this project.

On January 3, 2012, the City Council received a report and update on the Project. As stated in the report, on November 23, 2011, staff submitted a Pre-Award Letter to Caltrans for review and approval, as required prior to award of any professional services agreement over \$1,000,000.

On May 3, 2012, the City received a letter dated April 30, 2012, from Caltrans waiving the pre-award audit at this time and authorizing the City to proceed with a professional services agreement for engineering and design services for the proposed project. The Caltrans letter provided that the total amount under the proposed agreement shall not exceed \$1,442,679 and that if the City and Consultant agree to increase or modify the terms of the agreement, a properly executed amendment will be required.

On June 19, 2012, the City Council awarded a Professional Services Agreement to RBF Consulting for design and engineering services for this project, in the amount of \$1,442,679.

On December 4, 2012, the City Council approved the First Amendment to the Services Agreement with RBF Consulting for the aforementioned project.

On March 26, 2013, the City Council received a presentation on the proposed improvements for Washington Boulevard.

ANALYSIS:

The proposed project seeks to widen and reconstruct Washington Boulevard from the I-5 Freeway (on the east) to 350 feet west of Indiana Street (Commerce City Limit). The project will add an additional lane in each direction, reconstruct the roadway in concrete, increase turning radius, install landscape medians, improve the railroad crossing (west of Commerce Way), upgrade traffic signals/street lighting, improve storm drain systems, install new curb & gutters, repair damaged sidewalks, install ADA-compliant ramps at intersections, and install new trees and directional signage.

For the past several months, RBF Consulting staff has been working on the preliminary design phase of the project. On September 20, 2012, they completed the Geometric Approval Drawing (GAD) and Construction Analysis Report and submitted to City staff.

In order to proceed with the preparation of final plans, specifications and estimates (PS&E) the following additional information and services are required:

- Caltrans PEER Document\$6,100.00
Prepare a Caltrans Permit Engineering Evaluation Report (PEER) document for the processing of the Washington Boulevard Improvements for encroachment within Caltrans ROW for the processing of the Washington Boulevard Improvements for encroachments within Caltrans ROW for the I-710 and I-5 Freeways. The PEER shall follow Caltrans Project Development Procedures Manual, Appendix I format. It is assumed the project costs will be around \$1.3 million dollars which falls within the discretionary limits for providing the PEER documents.
- Water Quality Data Sheet – Short Form Preparation and Review of I-710 Corridor Study\$7,900.00
Prepare a Storm Water Data Sheet (Caltrans Short Form) for the I-710 and I-5 Freeways right-of-way. The Storm Water Data Sheet shall include the disturbed acreage based on the proposed improvements for Washington Boulevard. It is anticipated the impact footprint should be less than one-acre for both sites, In addition the Consultant shall review the I-710 Corridor Study to identify any proposed

water quality BMP improvements for Washington Boulevard. It is assumed that Caltrans District 7 shall provide the Corridor Study.

- Caltrans “Fact Sheet” Design Exceptions.....\$26,800.00
 Prepare a general listing of non-standard design exceptions as an overall write-up covering the proposed design for Washington Boulevard. This general write-up will identify the non-standard items and address these items as it pertains to the proposed EIR and the proposed final design improvements for Washington Boulevard. This work effort includes documenting existing non-standard features encountered currently at the ramps, documenting any/all non-standard features that can be addressed by the project, and any/all not addressed with the project and reasons why the project cannot address them.
- Additional Drainage Work at the I-710 Northbound Ramp to resolve Flooding Concerns (Extension of 24-inch mainline east of I-710)\$27,500.00
 - A. *Base Data Research and Review* – research, investigate existing storm drain improvements “as built” plans, and hydrology/hydraulic data related to the project in the vicinity of the I-710 on/off ramps, collect and review storm drain plans, watershed investigations including previous hydrology studies, adjacent development, land use or other reports to aid hydrology analysis.
 - B. *Alternatives Feasibility Analysis* – investigate potential solutions to help alleviate flooding at the I-710 on/off-ramps, including review of up two design alternatives to identify options to minimize the flooding at the I-710 Freeway on/off-ramps; prepare hydrological and hydraulic sizing of proposed facilities; prepare cost estimates of alternatives; prepare preliminary matrix for each alternative investigated identifying the advantages, disadvantages, special design constraints, preliminary construction cost, potential construction problems and any identifiable intangible costs. The storm drain system will be laid out and sized to capture flows prior to the I-710 Freeway on/off-ramp locations, per direction of LACPW. The additional drainage facilities should be sized to minimize interception of flows beyond that which is currently intercepted by the existing system downstream.
 - C. *Hydrology Update* – the Consultant shall update the existing condition hydrology to reflect the proposed additional catch basin(s). The analysis will be performed to determine the peak storm water runoff for 10-year and 50-year storm events.
 - D. *Street Hydraulics* – the Consultant shall determine the flow depths in the vicinity of the I-710 on/off ramps. This information will be used to estimate the flooded widths and each basin interception. These calculations will assume 100% capture of flows in existing catch-basins upstream. The street hydraulics will be based on hydrology previously prepared for the project and hydrology from the Hydrology Update.
 - E. *Pipe Hydraulics* – the Consultant shall prepare the pipe hydraulic calculations for the pipe extension. The pipe hydraulics will be prepared using the Los Angeles County Flood Control WSPG computer program. The analysis will be performed using the design discharge (10-year) of the existing drainage system that the proposed improvements will tie into. The storm drain hydraulics will use the hydraulic grade line (HGL) shown on the as-built drawings for the mainline system the proposed system will tie into. If a HGL is not available, the soffit elevation of the mainline at the proposed hydraulic analysis of the existing storm drain systems will be performed as part of this project.
 - F. *Report Preparation* – the Consultant shall prepare one (1) “Hydrology and Hydraulics Report” for the onsite storm drain design. This report will include the analysis of the peak storm water runoff for 10-year and 50-year storm events. The report shall include documentation for local design hydrology for storm drains and catch basins, design criteria, constraints, and design assumptions in a format acceptable for review by the jurisdictional agencies. All hydrology and hydraulics studies shall be completed in conformance with the latest available design,

drafting, and policy and procedures manuals of the Los Angeles County Public Works.

- G. *Storm Drain Improvement Plans* – the Consultant shall prepare storm drain improvement plans to provide relief to existing flooding at the I-710 Freeway on/off-ramps. This work item is based on the preparation of one plan set for the onsite storm drain system

TOTAL CHANGE ORDER/AMENDMENT (80% Federal Funds).....\$68,300.00

The Federal SAFETEA-LU grant funds will pay for 80% of the cost related to this amendment (or \$54,640.00).

Staff recommends approval of the Second Amendment adjusting the contract amount from \$1,551,319.00 to \$1,619,619.00. On June 19, 2012, the City Council appropriated a contingency of \$216,400 (or 15%) for design and engineering services. The contingency will be used to cover the additional services/costs listed in the Second Amendment.

FISCAL IMPACT:

At this time, this activity can be carried out without additional impact on the current operating budget. The approved budget and funding sources for this project are as follows:

WASHINGTON BLVD. RECONSTRUCTION PROJECT	
Preliminary Design & Scope of Work (MTA Prop C 25%)	\$77,000
Preliminary Design & Scope of Work (City Match 35% - 2007 Bonds Funds)	\$46,000
Design Specification 60% RDA	\$180,000
City Match 40% - 2004 Bond Funds	\$120,000
Construction Management 50% RDA	\$200,000
City Match 50% - 2004 Bond Funds	\$200,000
Construction (Phase I) Prop C 25% (MTA Funds)	\$13,285,000
Construction Fed. Highway Funds (SAFETEA-LU HPP 3085)	\$2,220,000
SAFETEA-LU Match	\$220,000
California Transportation Commission (CTC Grant)	\$5,800,000
California Transportation Commission (City ROW Match)	\$3,198,000
Construction (Phase I) City Remaining Match (35%) - \$3 million (General Fund Reserves; \$3,453,460 RDA)	\$6,454,000
	\$32,000,000

The proposed professional services agreement will be funded as follows:

	Original Agreement	1 st Amendment	2 nd Amendment	New Totals
Federal Funds (SAFETEA-LU)	\$1,154,143.00	\$86,912.00	\$54,640.00	\$1,241,055.00
Local (City Match)	\$288,536.00	\$21,728.00	\$13,660.00	\$310,264.00
TOTAL	\$1,442,679.00	\$108,640.00	\$68,300.00	\$1,619,619.00

The Commerce Community Development Commission had approved the payment of redevelopment funds as part of the local match for the Project. Pursuant to AB X1 26, the Department of Finance (DOF) determined that the Commission’s local match for the Project was not an “enforceable obligation.” Successor Agency staff requested a meet-and-confer with the DOF in connection with that determination and is currently awaiting the DOF’s determination. Due to existing contractual obligations with LACMTA and Caltrans, in order not to jeopardize any other funding, staff recommends that the City continue with the engineering and design of the project. Currently, City staff, the MTA, the Gateway COG and The Dardanelle Group are exploring other potential sources of funds (such as, funding allocation by the I-710 Early Action Program), if the DOF determines that the redevelopment fund contributions to the Project is not an “enforceable obligation” under AB X1 26.

RELATIONSHIP TO 2012 STRATEGIC GOALS:

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

Respectfully submitted:


Jorge Rifa
City Administrator

Recommended and prepared by:


Danilo Batson
Assistant Director of Public Services

Reviewed by:


Vilko Domic
Director of Finance

Approve as to form:


Eduardo Olivo
City Attorney

File: 2013 City Council Agenda Reports
Washington Blvd. Widening and Reconstruction Project – Agenda Reports File

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMMERCE,
CALIFORNIA, APPROVING THE SECOND AMENDMENT TO THE PROFESSIONAL
SERVICES AGREEMENT FOR DESIGN AND ENGINEERING SERVICES WITH RBF
CONSULTING FOR THE WASHINGTON BOULEVARD WIDENING AND
RECONSTRUCTION PROJECT

WHEREAS, on June 19, 2012, the City Council awarded a Professional Services Agreement (Agreement) to RBF Consulting for design and engineering services for the Washington Boulevard Widening and Reconstruction Project; and

WHEREAS, the City of Commerce and RBF Consulting desire to amend the exiting Agreement to include additional services necessary to complete the project design.

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

Section 1. The Second Amendment to the Professional Services Agreement is hereby approved. The Mayor is hereby authorized to execute the Second Amendment for and on behalf of the City.

PASSED, APPROVED AND ADOPTED this ____ day of _____, 2013.

Joe Aguilar, Mayor

ATTEST:

Linda Kay Olivieri, MMC
City Clerk

SECOND AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT BETWEEN
THE CITY OF COMMERCE AND RBF CONSULTING FOR DESIGN AND
ENGINEERING SERVICES FOR THE WASHINGTON BOULEVARD WIDENING AND
RECONSTRUCTION PROJECT

This Second Amendment is made and entered into as of the ____ day of _____ 2013, ("Effective Date") by and between the CITY OF COMMERCE, a Municipal Corporation (the "CITY") and RBF CONSULTING ("CONSULTANT").

WITNESSETH

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

- A. On June 19, 2012, the CITY and CONSULTANT entered into a Services Agreement for Design and Engineering Services associated with the widening and reconstruction of Washington Boulevard (the "Agreement");
- B. RBF Consulting has provided all necessary services required under the Agreement in order to prepare and complete the project Plans and Specifications;
- C. In order to complete all preliminary design and engineering services required for the project, additional services are necessary;
- D. On August 9, 2012, the CONSULTANT provided the CITY with a no-fee proposal to prepare five simulations and provide paint mark-up of new curb alignment at the selected locations;
- E. On October 25, 2012, the CONSULTANT provided the CITY with a second proposal to provide various preliminary design and engineering services required by the project;
- F. On December 4, 2012, the City Council approved the First Amendment to the Professional Services Agreement for Design and Engineering Services with RBF Consulting; and
- F. CITY and CONTRACTOR need to modify the Scope of Services and Compensation set forth in the Agreement in order to address the changed conditions.

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

1. Section 1: Scope of Services and Schedule of Performance

The Scope of Services that was set forth in Exhibit "A" and that was referenced in Section 1 of the Agreement is hereby expanded to include the Scope of Services set forth in the attached Exhibit "A-1" which is incorporated herein by reference.

2. Section 4: Compensation

The fees to be paid by the CITY for the additional services to be provided by CONSULTANT are also set forth in the attached Exhibit "A-1."

3. All other terms and conditions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have each executed or caused to be executed, this Second Amendment on the dates set forth below.

CITY OF COMMERCE

Dated: _____

By: _____
Joe Aguilar, Mayor

ATTEST:

APPROVED AS TO FORM:

Linda Kay Olivieri, MMC
City Clerk

Eduardo Olivo
City Attorney

RBF CONSULTING ("CONSULTANT")

Dated: _____

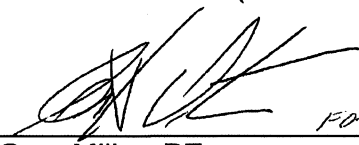
By:  _____
Gary Miller, PE
Vice President Public Works

EXHIBIT A-1

In order to proceed with the preparation of final plans, specifications and estimates (PS&E) the following additional information and services are required:

- 1) Caltrans PEER Document\$6,100.00
Prepare a Caltrans Permit Engineering Evaluation Report (PEER) document for the processing of the Washington Boulevard Improvements for encroachment within Caltrans ROW for the processing of the Washington Boulevard Improvements for encroachments within Caltrans ROW for the I-710 and I-5 Freeways. The PEER shall follow Caltrans Project Development Procedures Manual, Appendix I format. It is assumed the project costs will be around \$1.3 million dollars which falls within the discretionary limits for providing the PEER documents.
- 2) Water Quality Data Sheet – Short Form Preparation and Review of I-710 Corridor Study\$7,900.00
Prepare a Storm Water Data Sheet (Caltrans Short Form) for the I-710 and I-5 Freeways right-of-way. The Storm Water Data Sheet shall include the disturbed acreage based on the proposed improvements for Washington Boulevard. It is anticipated the impact footprint should be less than one-acre for both sites. In addition the Consultant shall review the I-710 Corridor Study to identify any proposed water quality BMP improvements for Washington Boulevard. It is assumed that Caltrans District 7 shall provide the Corridor Study.
- 3) Caltrans “Fact Sheet” Design Exceptions.....\$26,800.00
Prepare a general listing of non-standard design exceptions as an overall write-up covering the proposed design for Washington Boulevard. This general write-up will identify the non-standard items and address these items as it pertains to the proposed EIR and the proposed final design improvements for Washington Boulevard. This work effort includes documenting existing non-standard features encountered currently at the ramps, documenting any/all non-standard features that can be addressed by the project, and any/all not addressed with the project and reasons why the project cannot address them.
- 4) Additional Drainage Work at the I-710 Northbound Ramp to resolve Flooding Concerns (Extension of 24-inch mainline east of I-710)\$27,500.00
 - A. *Base Data Research and Review* – research, investigate existing storm drain improvements “as built” plans, and hydrology/hydraulic data related to the project in the vicinity of the I-710 on/off ramps, collect and review storm drain plans, watershed investigations including previous hydrology studies, adjacent development, land use or other reports to aid hydrology analysis.
 - B. *Alternatives Feasibility Analysis* – investigate potential solutions to help alleviate flooding at the I-710 on/off-ramps, including review of up two design alternatives to identify options to minimize the flooding at the I-710 Freeway on/off-ramps; prepare hydrological and hydraulic sizing of proposed facilities; prepare cost estimates of alternatives; prepare preliminary matrix for each

alternative investigated identifying the advantages, disadvantages, special design constraints, preliminary construction cost, potential construction problems and any identifiable intangible costs. The storm drain system will be laid out and sized to capture flows prior to the I-710 Freeway on/off-ramp locations, per direction of LACPW. The additional drainage facilities should be sized to minimize interception of flows beyond that which is currently intercepted by the existing system downstream.

- C. *Hydrology Update* – the Consultant shall update the existing condition hydrology to reflect the proposed additional catch basin(s). The analysis will be performed to determine the peak storm water runoff for 10-year and 50-year storm events.
- D. *Street Hydraulics* – the Consultant shall determine the flow depths in the vicinity of the I-710 on/off ramps. This information will be used to estimate the flooded widths and each basin interception. These calculations will assume 100% capture of flows in existing catch-basins upstream. The street hydraulics will be based on hydrology previously prepared for the project and hydrology from the Hydrology Update.
- E. *Pipe Hydraulics* – the Consultant shall prepare the pipe hydraulic calculations for the pipe extension. The pipe hydraulics will be prepared using the Los Angeles County Flood Control WSPG computer program. The analysis will be performed using the design discharge (10-year) of the existing drainage system that the proposed improvements will tie into. The storm drain hydraulics will use the hydraulic grade line (HGL) shown on the as-built drawings for the mainline system the proposed system will tie into. If a HGL is not available, the soffit elevation of the mainline at the proposed hydraulic analysis of the existing storm drain systems will be performed as part of this project.
- F. *Report Preparation* – the Consultant shall prepare one (1) “Hydrology and Hydraulics Report” for the onsite storm drain design. This report will include the analysis of the peak storm water runoff for 10-year and 50-year storm events. The report shall include documentation for local design hydrology for storm drains and catch basins, design criteria, constraints, and design assumptions in a format acceptable for review by the jurisdictional agencies. All hydrology and hydraulics studies shall be completed in conformance with the latest available design, drafting, and policy and procedures manuals of the Los Angeles County Public Works.
- G. *Storm Drain Improvement Plans* – the Consultant shall prepare storm drain improvement plans to provide relief to existing flooding at the I-710 Freeway on/off-ramps. This work item is based on the preparation of one plan set for the onsite storm drain system.

TOTAL CHANGE ORDER/AMENDMENT (80% Federal Funds).....\$68,300.00



AGENDA REPORT

DATE: April 2, 2013

TO: HONORABLE CITY COUNCIL

FROM: CITY ADMINISTRATOR

SUBJECT: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMMERCE, CALIFORNIA, APPROVING A LETTER AGREEMENT AMENDING EXHIBIT "A" OF THE JULY 6, 2010 SERVICES AGREEMENT BETWEEN THE CITY OF COMMERCE AND CLEAN ENERGY

RECOMMENDATION:

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

MOTION:

Move to approve the recommendation.

ANALYSIS:

On July 6, 2010, the City of Commerce (the "City") and the Clean Energy entered into a professional services agreement to provide regular fuel supply, operations and maintenance of the City's public access liquefied natural gas ("LNG") and compressed natural gas fueling station, located at 5940 Sheila Street, Commerce, California (the "Agreement").

On March 27, 2013, Clean Energy advised the City about the recent changes to the chemical composition of natural gas being produced domestically and liquefied at Clean Energy owned and/or contracted liquefaction plants. Clean Energy advised that the proliferation of shale gas production in areas rich in natural gas liquids throughout the United States of America has resulted in higher content of ethane in pipeline gas. Early in the development of shale gas there was a market for ethane such that gas producers found value in extracting the excess ethane and selling it into a separate market. However, the increase in supply for ethane is now being left in the gas stream of interstate pipelines across the nation. In fact, many producers of natural gas are now leaving the maximum amount of ethane that the pipelines will accept and still comply with pipeline quality specifications.

Clean Energy has indicated that natural gas engines and stations can utilize LNG that is produced with this content of ethane. The increases existence of ethane will not adversely affect natural gas engine performance or operability. Natural gas engine manufacture, Cummins-Westport, for example, has made it clear that the "methane number" specification is the only specification that matters as far as engine operability and performance goes. The minimum methane number is 75. A methane number is a function of the percentage of methane, ethane and other chemicals typically found in natural gas. Utilizing a methane number specification as opposed to a percentage specification is the most appropriate way to ensure the necessary, and applicable, fuel quality specifications are met.

Clean Energy proposes the Agreement specification be changed from a percentage to a methane number based standard. This will ensure that the City receives the appropriate fuel quality standard while eliminating the issue of ever changing natural gas fuel composition.

Clean Energy proposes modifying the following language found in Exhibit "A" of the Agreement: "Clean Energy's LNG fuel deliveries to the facility will meet or exceed the City's minimum product specifications of 97% methane, no more than 2% ethane, and ½ % other hydrocarbons, with the balance to be inert gas." This language shall be replaced with the following language: "The delivered LNG fuel shall have a minimum methane number of 75."

City staff has reviewed the contents of Clean Energy's March 27, 2013 letter and recommends approval of the letter agreement, which will amend Exhibit "A" to the Agreement.

FISCAL IMPACT:

The proposed activity can be carried out with no cost to the City or impact on the current operating budget.

RELATIONSHIP TO 2012 STRATEGIC GOALS:

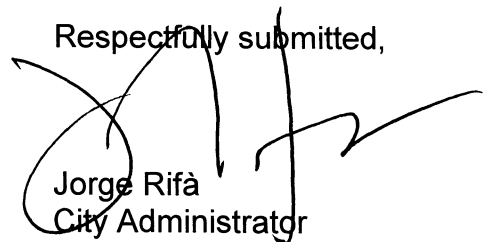
This agenda item relates to the 2012 strategic planning goal: "review and update services and activities to increase efficiency", as the proposed recommendation outlined in this report assist in mitigating the City's transportation operating cost.

Recommended by,



Claude McFerguson
Director of Transportation

Respectfully submitted,



Jorge Rifa
City Administrator

Budget Impact Review by:



Vilko Domic
Director of Finance

Approved as to Form:



Eduardo Olivo
City Attorney

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMMERCE, CALIFORNIA, APPROVING A LETTER AGREEMENT AMENDING EXHIBIT "A" OF THE JULY 6, 2010 SERVICES AGREEMENT BETWEEN THE CITY OF COMMERCE AND CLEAN ENERGY

WHEREAS, on July 6, 2010, the City of Commerce (the "City") and the Clean Energy entered into a professional services agreement to provide regular fuel supply, operations and maintenance of the City's public access liquefied natural gas and compressed natural gas fueling station, located at 5940 Sheila Street, Commerce, California (the "Agreement"); and

WHEREAS, on March 27, 2013, Clean Energy advised the City that utilizing a methane number specification, as opposed to a percentage specification, is the most appropriate way to ensure the necessary, and applicable, fuel quality specifications are met for the City; and

WHEREAS, Clean Energy proposes the contract specifications in the Agreement be changed from a percentage base to a methane number based standard; and

WHEREAS, Clean Energy proposes modifying the following language found in Exhibit "A" of the Agreement: "Clean Energy's LNG fuel deliveries to the facility will meet or exceed the City's minimum product specifications of 97% methane, no more than 2% ethane, and ½% other hydrocarbons, with the balance to be inert gas." This language shall be replaced with the following language: "The delivered LNG fuel shall have a minimum methane number of 75"; and

WHEREAS, City staff has reviewed the proposed amendment and has recommended that the City Council approve the March 27, 2013 Letter Agreement with Clean Energy, which will amend Exhibit "A" to the Agreement.

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

Section 1. The March 27, 2013 Letter Agreement, Amending Exhibit A to the July 6, 2010 Professional Services Agreement between the City of Commerce and Clean Energy, is hereby approved.

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

PASSED, APPROVED and ADOPTED this 2nd day of April 2013.

Joe Aguilar, Mayor

Attest:

Linda K. Olivieri, MMC
City Clerk





March 27, 2013

Mr. Claude McFerguson
Director of Transportation
City of Commerce
5555 Jillson Street
Commerce, CA 90040

Re: Liquefied Natural Gas (LNG) Specifications

Dear Mr. McFerguson,

Clean Energy (CE) appreciates the partnership it has developed with the City of Commerce (Commerce) and its transit operations as your LNG fuel provider. As we discussed on the phone Friday, we are writing to inform Commerce about recent changes to the chemical composition of natural gas being produced domestically and liquefied at CE owned and/or contracted liquefaction plants.

The proliferation of shale gas production in areas rich in natural gas liquids throughout the United States of America has resulted in a higher content of ethane in pipeline gas. Early in the development of shale gas there existed a market for ethane such that gas producers and processors found value in extracting the excess ethane and selling it into a separate market for that product. However, the increase in supply for ethane has far exceeded the increase in demand; therefore, an increasing amount of ethane is now being left in the gas stream of interstate pipelines across the nation. In fact, many producers of natural gas are now leaving the maximum amount of ethane that the pipelines will accept and still comply with pipeline quality specifications. This is forecasted to be a common occurrence for the next 2-3 years if not longer.

Natural gas engines and stations can utilize LNG that is produced with this content of ethane. The increased existence of ethane will not adversely affect natural gas engine performance or operability. Natural gas engine manufacturer, Cummins-Westport, for example, has made it clear that the "methane number" specification is the only specification that matters as far as engine operability and performance goes. For today's Cummins-Westport natural gas engines, the minimum methane number is 75. A methane number is a function of the percentage of methane, ethane and other chemicals typically found in natural gas. Given the changes discussed herein, utilizing a methane number specification as opposed to a percentage specification is the most appropriate way to ensure the necessary, and applicable, fuel quality specifications are met. For further information on the Cummins Westport specification and calculating the methane number of natural gas fuel, please visit <http://www.cumminswestport.com/fuel-quality-calculator>.

Since Cummins Westport's stated methane number requirement is a minimum of 75, CE proposes the contract specification be changed from a percentage base to a methane number based standard. This will ensure that Commerce receives the appropriate fuel quality standard while eliminating the issue of ever changing natural gas fuel composition.

Thus, CE proposes modifying the following language found in Exhibit A of the Professional Services Agreement entered into by the parties and dated July 6, 2010:

"CE's LNG fuel deliveries to the facility will meet or exceed the City's minimum product specifications of 97% methane, no more than 2% ethane, and 1/2% other hydrocarbons, with the balance to be inert gas."

This language shall be replaced with the following language: *"The delivered LNG fuel shall have a minimum methane number of 75."* All other language shall remain unchanged.

After reviewing, please sign and return a copy of this letter acknowledging Commerce's acceptance of the revised fuel requirements (such acknowledgement shall amend the LNG contract between Clean Energy and Commerce).

Sincerely,



Charles E Love Jr.
Business Development, Transit

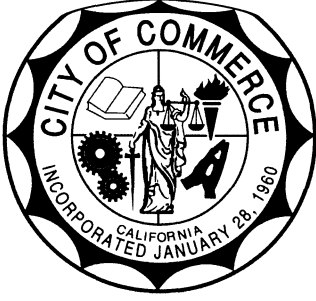
ACKNOWLEDGED AND AGREED

City of Commerce

By: _____

Name: _____

Title: _____



AGENDA REPORT

DATE: April 2, 2013

TO: HONORABLE CITY COUNCIL
FROM: CITY ADMINISTRATOR
SUBJECT: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMMERCE, CALIFORNIA, APPROVING A REAL ESTATE DONATION AGREEMENT WITH BNSF RAILWAY COMPANY

RECOMMENDATION:

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

MOTION:

Move to approve the recommendation.

ANALYSIS:

The City needs the property located at that portion of Lot 63 of Rancho Laguna in the City of Commerce, California, as shown on map recorded in Book 6387, Page 1 of Deeds in the Office of the Recorder of said County (the "Property"), for use as an access road to connect the City Hall North Annex Parking Lot to the City Hall West Parking Lot (Aquatorium). The BNSF Railway Company ("BNSF") owns the Property. The BNSF has agreed to donate the Property to the City of Commerce (the "City"). In exchange, the City will be required to pay minimal closing, escrow and other incidental costs related to the conveyance of the Property. The City will also have to pay BNSF a processing fee in the amount of \$2,000.

The Real Estate Donation Agreement between the City and BNSF has been finalized with all the legal provisions necessary to carry out the donation of the Property to the City. It must be noted that BNSF has included a provision (Section 7) in the agreement that provides that the City will be taking the Property "as-is" and will be responsible for any potential contamination under the soil or other hazardous waste under the soil. The City will be responsible for any environmental contamination issues that may arise with the Property and will not be able to pursue BNSF for the indemnification of such costs.

City staff has conducted a Phase I and Phase II Environmental Assessment of the Property. Based on the Phase I and Phase II Environmental Assessments, it appears that the Property does not have obvious contamination issues. Staff has reviewed and considered the issues and recommends the City agreement.

FISCAL IMPACT:

The City will pay a \$2,000 processing fee and closing costs related to the conveyance of the Property.

Respectfully submitted,


Jorge Rifa
City Administrator

Reviewed by,


Vilko Domic
Finance Director

Approved as to form,


Eduardo Olivo
City Attorney

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMMERCE,
CALIFORNIA, APPROVING A REAL ESTATE DONATION AGREEMENT WITH BNSF
RAILWAY COMPANY

WHEREAS, the City of Commerce (the "City") needs the property located at that portion of Lot 63 of Rancho Laguna in the City of Commerce, California, as shown on map recorded in Book 6387, Page 1 of Deeds in the Office of the Recorder of said County (the "Property"), for use as an access road to connect the City Hall North Annex Parking Lot to the City Hall West Parking Lot (Aquatorium); and

WHEREAS, BNSF Railway Company ("BNSF") is the owner of the Property; and

WHEREAS, BNSF has agreed to donate the Property to the City of Commerce (the "City"). In exchange, the City is required to pay a processing fee and minimal closing costs related to the conveyance of the Property.

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

Section 1. The Real Estate Donation Agreement between the City of Commerce and BNSF Railway Company 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 _____, 2013.

Joe Aguilar, Mayor

ATTEST:

Linda Kay Olivieri, MMC
City Clerk

BNSF RAILWAY COMPANY

REAL ESTATE DONATION AGREEMENT

This Real Estate Donation Agreement (“**Agreement**”) is entered into as of the Effective Date (defined below) between the **CITY OF COMMERCE, CALIFORNIA**, a California municipality (“**Donee**”) and **BNSF RAILWAY COMPANY**, a Delaware corporation (“**Donor**”). This Agreement shall not be binding upon either party unless and until both parties have executed and delivered this Agreement. The submission of this document by Donor to Donee shall not constitute an offer to sell by Donor.

In consideration of the mutual covenants set forth in this Agreement, the receipt and sufficiency of which are hereby acknowledged, Donor and Donee agree as follows:

GENERAL TERMS AND DEFINITIONS

1. The following terms shall have the meanings set forth below:

Closing. The consummation of the transaction contemplated by this Agreement, which shall be deemed to have occurred when both parties have delivered the items contemplated in Section 4 of this Agreement.

Closing Date The date after the expiration of the Review Period selected by Donor in a written notice to Donee which date shall be no later than 30 days after the expiration of the Review Period and no earlier than five (5) business days after such notice to Donee provided, however, that Donor may subsequently extend the Closing Date to a date no later than 30 additional days by written notice to Donee.

Effective Date The date of Donor’s execution of this Agreement as indicated below Donor’s signature hereto.

Property That parcel of land situated in or near the City of Commerce, County of Los Angeles and State of California, shown hatched black on map marked Exhibit A dated October 6, 2011, being further described in the survey and legal description as Exhibit A-1 and A-2, attached hereto and made a part hereof, subject to revision as set forth below in Section 3.

Review Period The period commencing on the Effective Date and expiring at 5:00 p.m. on April 5, 2013.

DONATION

2. Subject to the terms and conditions set forth in this Agreement, Donor agrees to donate to Donee, and Donee agrees to accept from Donor all of Donor’s right, title and interest (if any), in and to the Property.

INSPECTION

3. (a) Donor has prepared a legal description of the Property and has forwarded such description to Donor for Donor’s review and approval. Donor has reviewed and approved such legal description and survey which are attached as Exhibit A and A-1 to this Agreement Donor and Donee agree that Exhibit A and A-1 shall be the definition of the Property for all purposes under this Agreement. Donee prepared a

survey of the Property as certified to Donor, which shows the boundaries of the Property and any improvements located thereon (the “**Survey**”). . Donor agrees in writing that the Survey description is accurate and the description thereon shall be the definition of the Property for all purposes under this Agreement. In the event a city, county, or other governing authority where the Property is located (a “**Municipality**”) requires a survey or plat to convey the Property (a “**Plat**”), the Donee shall obtain, at Donee's sole cost and expense, such Plat and the approval of such Municipality.

(b) Donee shall have until the end of the Review Period to examine title to the Property. If Donee elects to obtain a title commitment for the Property Donee may deliver to Donor no later than the expiration of the Review Period written notice of any objections to the status of title or matters reflected on the Survey that Donee may have together with a copy of such title commitment, Survey and all matters referenced therein. Donor shall have no obligation to cure any such objection. If Donor notifies Donee in writing that Donor will cure any such objection Donor (a) shall make good faith efforts to cure such matter by the Closing Date and if not cured by such date Donee may terminate this Agreement and neither party shall have any further obligation hereunder except those that expressly survive termination, and (b) may effect such cure by causing the title company issuing the title commitment to remove such matter as an exception from coverage by paying additional premium therefore or otherwise. If Donor at any time notifies Donee in writing that Donor is not willing or able to cure any of the such objections (including those which Donor has previously endeavored to cure) then Donee or Donor may terminate this Agreement by written notice to the other delivered within five (5) days after Donor so notifies Donee that Donor is unwilling or unable to cure such objection. In the event of such termination neither party shall have any further obligation hereunder except those that expressly survive termination. If this Agreement is not so terminated, the parties shall proceed to Closing according to the remaining provisions of this Agreement.

(c) Donor shall pay such lien if and when it is judicially determined to be valid, and Donor hereby indemnifies the Donee for all loss arising out of Donor's failure to have a judgment lien so settled and satisfied. Notwithstanding the foregoing provisions of Section 3(b),

CLOSING

4. Subject to the terms of this Agreement, the Closing shall occur on the Closing Date. On or before the Closing Date Donee shall execute and deliver to Donor the Donee (i) Acknowledgement Section of Internal Revenue Service Form 8283, attached as Exhibit B to this Contract, (ii) a Charitable Contribution Receipt, attached as Exhibit C to this Contract. Donor shall deliver to Donee (1) a Quitclaim Deed in recordable form, subject to all matters of record and restating the exceptions and reservations set forth in Section 8 (the “**Deed**”) conveying to Donee Donor’s interest, if any, in and to the Property, and (2) such other affidavits and certificates as is reasonably necessary or customary to consummate the transaction in form and substance acceptable to Donor.

PRORATIONS AND CLOSING COSTS

5. (a) Real estate taxes and assessments payable or paid in the year of Closing shall be prorated by Donor and Donee as of the Closing Date on the basis of the most recent ascertainable taxes assessed against the Property. If the Property is not separately assessed for tax purposes then there shall be no proration of taxes between Donee and Donor, the parties shall cooperate post-Closing to cause the Property to be separately assessed and each party shall indemnify the other for any failure to pay real estate taxes and assessments due with respect to the properties constituting the tax parcel to which the Property is a part. Notwithstanding the foregoing, there shall be no proration for taxes to the extent the payment of same has been assumed by a tenant under an existing lease to be assigned to Donee. All

outstanding assessments on the Property levied or due in the year of Closing and afterward shall be paid by Donee.

(b) The parties shall cooperate so that utilities serving the Property that are not the responsibility of a tenant under a lease to be assigned to Donee at Closing, to the extent feasible, shall be switched into the name of Donee as of the Closing Date, so that a final statement can be issued to Donor for the billing period ending on the Closing Date, and so that the first day of the first billing cycle in Donee's name can begin on the Closing Date. If, however, the final statement covering the final period of ownership by Donor also includes periods of ownership by Donee, Donee shall pay Donor at Closing the amount attributable to Donee's period of ownership. Donee shall be responsible to pay all utilities serving the Property due after Closing.

(c) Donee shall pay all closing costs associated with Closing including, but not limited to, any ½ escrow fees, documentary stamps and other recording costs associated with this transaction, excise taxes, the cost of any state, county or local transfer taxes, the cost of the Survey, and the costs associated with any title insurance obtained by Donee.

(d) Donor represents to the Donee that, except as described in this paragraph, it has not entered into an agreement with any person for the sale of the Property which would entitle such person to a commission or other compensation for the sale of the Property. If any real estate broker or agent can establish a valid claim for commission or other compensation as a result of Donee having used their services in connection with the purchase of the Property, all such commission or other compensation shall be paid by Donee. Donor shall not be liable for any real estate commissions or finders fees to any party with respect to the sale of the Property, except amounts due to Jones Lang LaSalle Brokerage Inc ("**Broker**") pursuant to a separate agreement. Donee acknowledges that Broker has advised, and hereby advises, Donee that the Broker is acting as on behalf of the Donor, with the duty to represent Donor's interest, and Broker is not the agent of the Donee. If a policy of title insurance is to be obtained, Donee should obtain a commitment for title insurance which should be examined prior to closing by an attorney of Donee's choice. Prior to the execution of this Agreement, Broker has advised and hereby advises the principals of this transaction, that this Agreement is binding on them, and the principals hereby acknowledge that they have been so advised. Broker has no authority to execute any document on behalf of Donor, make representations on behalf of Donor or bind Donor in any manner.

(e) The obligations of the parties in this Section 5, to the extent incurred, shall survive any termination of this Agreement.

DEFAULT AND REMEDIES

6. (a) In the event of a default by Donee under the terms of this Agreement, Donor's sole and exclusive remedies shall be: (a) terminate this Agreement whereupon the parties shall have no further obligations hereunder except those that expressly survive termination, or (b) waive such default and proceed Closing. Notwithstanding the foregoing, nothing contained herein shall waive or diminish any right or remedy Donor may have at law or in equity for Donee's default or breach of any obligation hereunder to be performed by Donee after Closing.

(b) In the event of a default by Donor under the terms of this Agreement, Donee's sole and exclusive remedies hereunder shall be to terminate this Agreement and receive an amount from Donor not to exceed Five Thousand Dollars equal to the out-of-pocket expenses (including attorneys' fees) incurred by Donee in connection with this Agreement as evidenced by copies of third party invoices delivered to Donor. Upon such termination and the payment of such sums by Donor the parties shall have no further obligations hereunder except those that expressly survive termination. Notwithstanding the foregoing,

nothing contained herein shall waive or diminish any right or remedy Donee may have at law or in equity for Donor's default or breach of any obligation hereunder to be performed by Donor after Closing. Nothing contained herein shall limit any right Donee might otherwise have to condemn the Property.

NATURE OF DONATION

7. (a) General The provisions of this Section 7 shall be binding on Donee, and its heirs, successors and assigns, shall be included in the Deed, shall be covenants running with the land and an equitable servitude on the land.

(b) Donee acknowledges that prior to entering into this Agreement it has had an opportunity to inspect and investigate the Property, including, but not limited to, the environmental condition of the Property. **DONEE SPECIFICALLY ACKNOWLEDGES THAT DONOR IS NOT MAKING AND DONEE IS NOT RELYING ON ANY REPRESENTATION OR WARRANTIES, EXPRESS OR IMPLIED, OF ANY KIND WHATSOEVER FROM DONOR AS TO ANY MATTERS CONCERNING THE PROPERTY**, including, but not limited to the physical condition of the Property; zoning status; tax consequences of this transaction; utilities; operating history or projections or valuation; compliance of the Property, including any operations and activities conducted on the Property, with Environmental Laws (defined below) or other laws, statutes, ordinances, decrees, regulations and other requirements applicable to the Property; the presence of any Hazardous Substances (defined below), wetlands, lead, lead-based paint or other lead containing structures, urea formaldehyde, or other environmentally sensitive building materials in, on, under, or in proximity to the Property; the condition or existence of any above ground or underground structures or improvements, including tanks and transformers in, on or under the Property; the developmental potential of the Property, and Property's use, habitability, merchantability, or fitness, suitability, value or adequacy of the Property for any particular purpose; the quality, nature, adequacy, and physical condition of soils, geology and any groundwater; the condition of title to the Property, and the leases, easements, permits, orders, licensees, or other agreements, affecting the Property (collectively, the "**Condition of the Property**"). Donee represents and warrants to Donor that Donee has not relied and will not rely on, and Donor is not liable for or bound by, any warranties, guaranties, statements, representations or information pertaining to the Property or relating thereto made or furnished by Donor, the manager of the Property, or any real estate broker or agent representing or purporting to represent Donor, to whomever made or given, directly or indirectly, orally or in writing.

(c) As between Donee and Donor, Donee assumes the risk that Hazardous Substances may impact soil and groundwater at the Property. Donee assumes and agrees to pay for, perform and discharge in due course all liabilities for all environmental, ecological, health or other claims pertaining to the Property which relate to Condition of the Property or operations and activities conducted at the Property on or after the closing date (or relative to any time periods where the time of causation is uncertain), including, but not limited to, conducting any investigation, removal or remedial actions or implementing any institutional controls required by any state, federal or local authority or required by any Environmental Law imposing liability on any person for the existence of Hazardous Substances at the Property.

(d) Release. Donee hereby unconditionally waives, releases, covenants not to sue, and discharges forever Donor and Donor's officers, directors, shareholders, employees and agents from any and all present or future claims, demands, suits, damages, Losses (defined below), injuries, liabilities, causes of actions, costs, expenses, fines, penalties, judgments (including, without limitation, attorneys' fees and legal costs) of any and every kind or character, known or unknown, which Donee could presently or in the future assert or allege against Donor and Donor's officers, directors, shareholders, employees and agents arising from or in any way related, in whole or part, to the condition of the Property.

(e) Definitions The term "**Losses**" means without limitation (a) the cost of any investigation, removal, remedial or other response action that is required by any Environmental Law, that is required by judicial order or by order of or agreement with any governmental authority, or that is necessary or otherwise is reasonable under the circumstances, (b) expenditures necessary to cause the Donor's remaining property or the operations or business of the Donor on its remaining property to be in compliance with the requirements of any Environmental Law, and (c) damages for injury or death of any person. The term "**Environmental Law**" means any past, present or future federal, state or local statute, regulation, code, rule, ordinance, order, judgment, decree, injunction or common law pertaining in any way to the protection of human health or the environment, including, but not limited to, the Resource Conservation and Recovery Act, the Comprehensive Environmental Response, Compensation and Liability Act, the Toxic Substances Control Act, the Clean Air Act, the Clean Water Act, the Emergency Planning and Community Right-To-Know Act, the Hazardous Materials Transportation Act, the Oil Pollution Act and any similar or comparable state or local law. The term "**Hazardous Substance**" means any "hazardous substance," "hazardous material," "solid waste," "hazardous waste," "oil," "pollutant," "contaminant," "hazardous air pollutant," "toxic chemical," "radioactive substance," "infectious substance," petroleum or petroleum product," "extremely hazardous substance," "pesticide," "chemical substance," "asbestos," "microorganism," or related substance in any quantity as those terms are generally understood or as those terms are now or hereafter defined in, or regulated by, any Environmental Law.

RESERVATIONS

8. The obligations in this Section 8 shall be binding upon Donee and its heirs, successors and assigns, shall be included in the Deed and shall be covenants running with the land benefiting Donor and Donor's successors and assigns. For purposes of this Section 8, Donor shall mean Donor and Donee shall mean Donee. Donee may object to the reservations set forth in Section 8(a) below in accordance with the provision of Section 3 and if Donor is unwilling or unable to cure such objection either party may terminate this Agreement as set forth in Section 3.

(a) Donee's interest shall be subject any Existing rights at the time of execution of this agreement to the rights and interests of Donor, Donor's licensees, permittees and other third parties in and to all existing driveways, roads, utilities, fiber optic lines, tracks, wires and easements of any kind whatsoever on the Property whether owned, operated, used or maintained by the Donor, Donor's licensees, permittees or other third parties and whether or not of public record

(b) Any improvements, previously located and constructed or altered on the Property after the date Donor quitclaims its interest to Donee shall be constructed or altered in such a manner to not prevent or restrict adequate drainage of water away from any of Donor's railroad tracks on nearby property.

(c) This Property shall be used by Donee for City related uses.

(d) BY ACCEPTING THIS DONATION, DONEE ACKNOWLEDGES THAT DONOR, AS SUCCESSOR IN INTEREST TO THE NORTHERN PACIFIC RAILWAY COMPANY, ACQUIRED A DETERMINABLE OWNERSHIP INTEREST IN THE PROPERTY FROM THE UNITED STATES OF AMERICA, PURSUANT TO SECTION 2 OF THE NORTHERN PACIFIC LAND GRANT ACT JULY 2, 1864, AND DONEE AGREES TO THE CONDITIONS AND LIMITATIONS IMPOSED BY THIS NORTHERN PACIFIC LAND GRANT ACT.

REPRESENTATIONS

9. Donee represents and warrants to Donor that if Donee is other than a natural person or persons that it is a validly formed municipality under the laws of the State of California; that it is in good standing in the state of its organization and in the state in which the Property is located; that it has all requisite authorizations to enter into this Agreement; and that the parties executing this Agreement on behalf of Donee are duly authorized to so do. Donee represents and warrants to Donor that it is not subject to any bankruptcy proceeding. Donor represents and warrants to Donee that it is a validly formed corporation under the laws of the State of Delaware; that it is in good standing in the state of its organization and in the state in which the Property is located; that it is not subject to any bankruptcy proceeding; that it has all requisite corporate authorizations to enter into this Agreement; and that the parties executing this Agreement on behalf of Donor are duly authorized to so do. It shall be a condition of each party's obligations to Close this transaction that the representations and warranties of the other party contained herein are true and accurate as of Closing, provided, however that if one party waives such condition by proceeding to Close with knowledge that any of the second party's representations or warranties are inaccurate, the second party shall have no liability with respect to such inaccuracy known by the first party.

MISCELLANEOUS

10. (a) Any notice under this Agreement must be written. Notices must be either (i) hand-delivered; (ii) placed in the United States certified mail, return receipt requested, addressed to the recipient; (iii) deposited with a nationally recognized overnight delivery service, addressed to the recipient as specified below; or (iv) telecopied by facsimile transmission to the party at the telecopy number listed below, provided that such transmission is followed with a copy sent by overnight delivery or regular mail to the address specified below. Any notice is effective upon deposit with the U.S. Postal Service or with the overnight delivery service, as applicable; all other notices are effective when received. All notices shall be addressed to the address of the recipient indicated below the signature of such party below. Either party may change its address for notice by proper notice to the other party.

(b) If the approval of any governmental agency is required for the sale of Donor's interest (if any) in the Property, it is understood and agreed that Donor's obligations under this Agreement are conditioned upon obtaining such approval and that both parties shall use their best efforts to obtain such approval. If such approval cannot be obtained by the Closing Date, Donor may elect to extend the Closing Date to a date no later than ninety (90) days after the original Closing Date. In the event said approval cannot be obtained by such extended date, either party may terminate this Agreement without liability to the other, except that thereafter neither party shall have any obligation hereunder except those that expressly survive termination.

(c) Nothing in this Agreement shall prevent Donor from discontinuing service over any railroad line or lines by which rail service may be provided to the Property.

(d) If, prior to Closing, the Property or any portion thereof is destroyed or damaged, or becomes subject to a taking by virtue of eminent domain to any extent whatsoever then either party may terminate this Agreement by written notice to the other within thirty (30) days after notice of such fact (but in any event prior to Closing). If so terminated, neither party shall have any further obligations hereunder except those that expressly survive termination. If not so terminated the parties shall proceed with the Closing.

(e) Time is of the essence of each of the party's respective obligations under this Agreement. Whenever a date specified in this Agreement falls on a Saturday, Sunday, or federal holiday, the date will be extended to the next business day.

(f) This Agreement and, to the extent executed, the Entry Agreement, contains the entire Agreement between Donor and Donee with respect to the Property. Oral statements or prior written matters not specifically incorporated into this Agreement are superseded hereby. No variation, modification, or change to this Agreement or the Entry Agreement shall bind either party unless set forth in a document signed by both parties. No failure or delay of either party in exercising any right, power or privilege hereunder shall operate as a waiver of such party's right to require strict compliance with any term of this Agreement. The captions above the section numbers of this Agreement are for reference only and do not modify or affect this Agreement. Each party has had the opportunity to have counsel review this Agreement and the Entry Agreement and, therefore, no rule of construction that any ambiguities are to be resolved against the drafting party must not be employed to interpret this Agreement, the Entry Agreement or any closing document. This Agreement and the Entry Agreement may be executed in multiple counterparts, each of which shall be deemed an original and all of which shall constitute the same Agreement. This Agreement and the Entry Agreement are intended to be performed in accordance with, and only to the extent permitted by, all applicable laws, ordinances, rules and regulations. If any term or provision of this Agreement or the Entry Agreement or the application thereof to any person or circumstance shall for any reason and to any extent be held to be invalid or unenforceable, then such term or provision shall be ignored, and to the maximum extent possible, this Agreement and the Entry Agreement (to the extent executed) shall continue in full force and effect, but without giving effect to such term or provision.

(g) Donee may not assign its interest in this Agreement or the Entry Agreement without Donor's prior written consent. The provisions of this Agreement and, to the extent executed, the Entry Agreement, shall bind Donor, the Donee, and their heirs, executors, administrators, successors and assigns and shall inure to the benefit of the Donor, the Donee and their heirs, executors, administrators, permitted successors and assigns. If Donee is more than one person or entity, Donee's obligations under this Agreement and, to the extent executed, the Entry Agreement shall be joint and several.

(h) This Agreement relates only to land. Unless otherwise herein provided, any conveyance shall exclude Donor's railroad tracks and appurtenances thereto, Donor's buildings and any other improvements on the Property, all of which may be removed by Donor within 90 days following conveyance of the Property, and if not removed, shall be deemed abandoned by the Donor without obligation on the Donor's part and shall thereafter be and become the Property of the Donee in place. Notwithstanding the foregoing, Donor shall not have to remove any improvements or fixtures for which an easement has been reserved hereunder or in the deed.

(i) Donor is not a foreign person as the term is used and defined in Section 1445 of the Internal Revenue Code of 1986, as amended and the regulations promulgated there under. Donor shall, upon request of Donee, complete an affidavit to this effect and deliver it to Donee on or before closing of said sale.

(j) The provisions of Sections 5-8 and Section 10 of this Agreement shall survive Closing and shall not be merged into the Deed or any other document delivered at Closing. The provisions of Section 9 of this Agreement shall survive Closing for a period of one year and shall not be merged into the Deed or any other document delivered at Closing. Nothing in this section shall alter any requirement in any other Section of this Agreement for the provisions of such section to be incorporated into the Deed, such as Sections 7 and 8.

(k) If any action at law or in equity is necessary to enforce or interpret this Agreement, the prevailing party will be entitled to reasonable attorneys' fees, costs, and discovery or investigation expenses in addition to any other relief to which that party may be entitled.

(l) DONOR AND DONEE IRREVOCABLY AND UNCONDITIONALLY WAIVE ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY ACTION, SUITE OR COUNTERCLAIM ARISING IN CONNECTION WITH, OUT OF OR OTHERWISE RELATING TO, THIS AGREEMENT.

(m) Donee will not object to or participate in any objection to any present or future use by the Donor of the adjoining Donor property or to any efforts which Donor may undertake to obtain permits, variances, zoning changes or to meet any other requirements to enable Donor to utilize its remaining property in any manner it wishes.

ADMINISTRATIVE FEE

11. Donee acknowledges that a material consideration for this agreement, without which it would not be made, is the agreement between Donee and Donor that the Donee shall pay upon return of this Agreement signed by Donee to Donor's Broker a processing fee in the amount of \$2,000.00. Said fee shall be made payable to BNSF Railway Company by a separate check.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, Donee and Donor have executed this Agreement to be effective as of the Effective Date.

DONEE:

CITY OF COMMERCE, CALIFORNIA,
a California Municipality

Donee's name as it is to appear on deed
(PRINTED/TYPED)

By: _____
Print Name: _____
Title: _____

Donee's Address:

City of Commerce
2535 Commerce Way
Commerce, CA 90040
Attn: City Administrator _____
Fax: 323-887-4441 _____
Phone: 323-722-4805

Donee's SSN or EIN: _____

DONOR:

BNSF RAILWAY COMPANY

By: _____
Print Name: _____
Title: _____

Donor's Address:

c/o Jones Lang LaSalle Brokerage Inc.
3017 Lou Menk Drive, Suite 100
Fort Worth, Texas 76131
Attn: Regional Manager
Fax: (312) 470-4449
Phone: (817)230-2603

Date of Donor's Execution (Effective Date)

EXHIBIT A

[Attach Map showing Property cross-hatched in black].

EXHIBIT A-1

[Attach Survey showing Property]

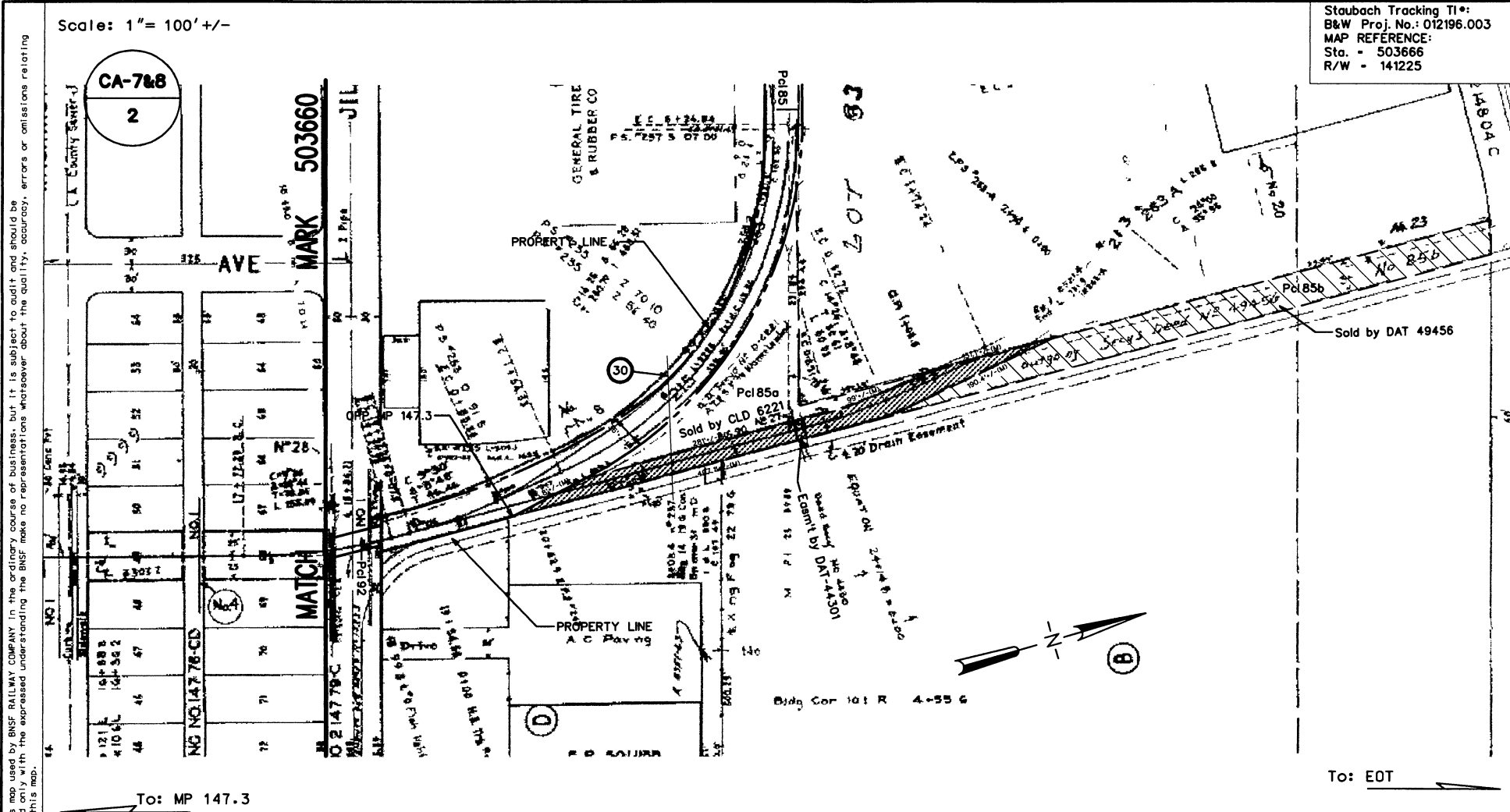
Exhibit A To BNSF Railway Company - Real Estate Donation Agreement

EXHIBIT "A"

Staubach Tracking TI*:
 B&W Proj. No.: 012196.003
 MAP REFERENCE:
 Sta. - 503666
 R/W - 141225

Scale: 1" = 100'+/-

This map used by BNSF RAILWAY COMPANY in the ordinary course of business, but it is subject to audit and should be used only with the expressed understanding the BNSF make no representations whatsoever about the quality, accuracy, errors or omissions relating to this map.



To: CITY OF COMMERCE, CA
 At: COMMERCE
 LOS ANGELES County,
 CALIFORNIA

Legend:
 DONATION AREA

MEASUREMENTS BASED ON PROVIDED SURVEYS
 (S) MEASUREMENTS TAKEN OFF SURVEY
 (M) MEASUREMENT

CALIFORNIA AND LA Division
 SAN BERNARDINO Subdivision
 Val. Sec. 48190 - L.S. 7600-4
 CA-7&8, Map S-2
 Sec. -, T-N/S, R-E/W SBM
 OCTOBER 6, 2011
 OPP M.P. 147.3 DES

TANGENT TABLE		
NO.	BEARING	DISTANCE
L1	S07° 33' 10"W	212.50'
L2	N07° 33' 10"E	242.48'
L3	N07° 33' 10"E	93.30'
L4	N02° 35' 58"W	192.89'
L5	S07° 33' 10"W	122.00'
L6	S01° 14' 40"E	59.91'
L7	S07° 33' 10"W	204.35'
L8	S07° 33' 10"W	335.78'
L9	S67° 42' 15"E	35.16'
L10	S07° 33' 10"W	25.67'
L11	N01° 14' 50"W	79.09'

EXHIT A-1
 BNSF RAILWAY COMPANY
 REAL ESTATE DONATION AGREEMENT

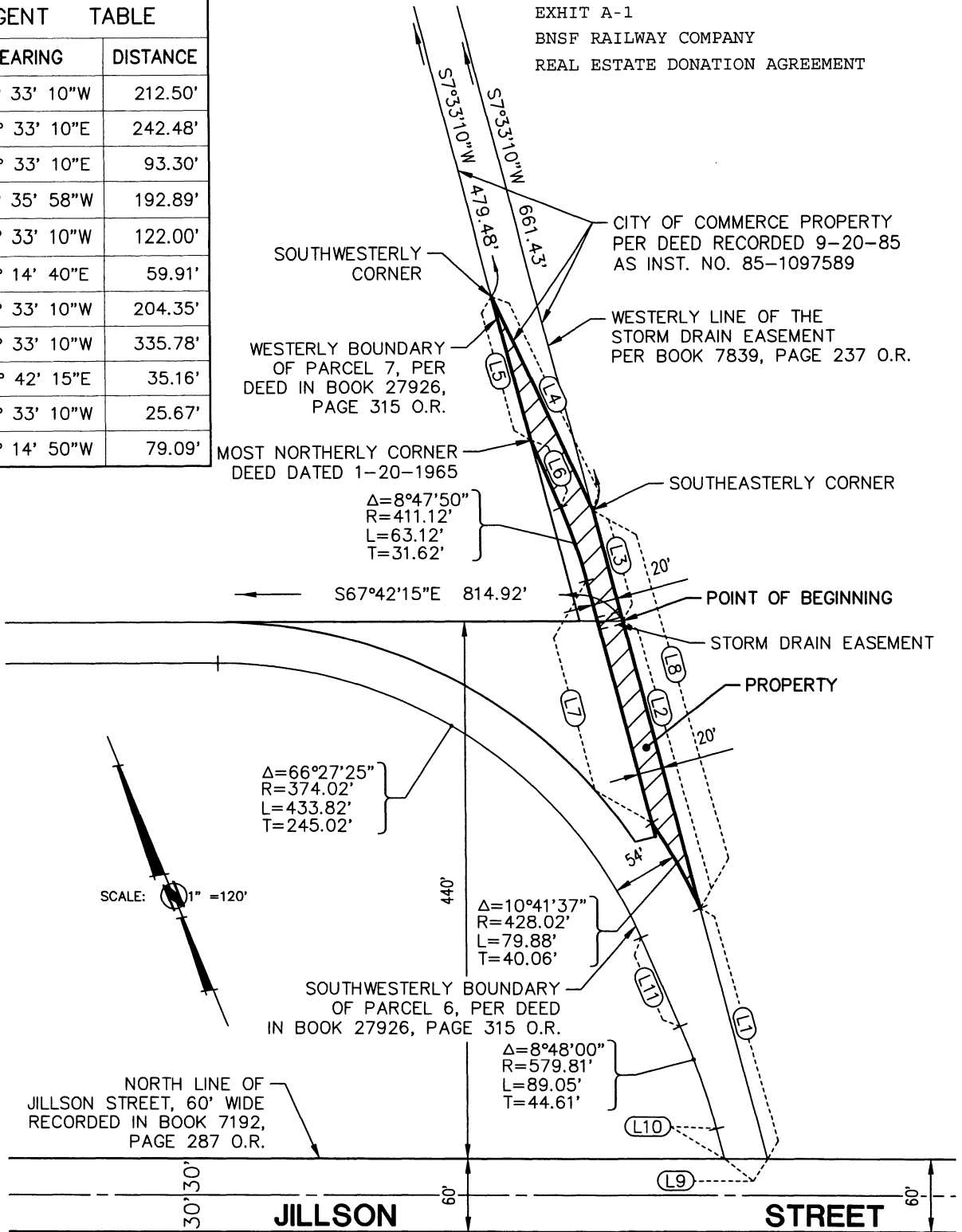


EXHIBIT "B"

EXHIBIT A-2

[Attach Legal Description of Property]

TO

BNSF RAILWAY COMPANY - REAL ESTATE DONATION AGREEMENT

EXHIBIT "A"
LEGAL DESCRIPTION

THAT PORTION OF LOT 63 OF RANCHO LAGUNA IN THE CITY OF COMMERCE, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS SHOWN ON MAP RECORDED IN BOOK 6387, PAGE 1 OF DEEDS IN THE OFFICE OF THE RECORDER OF SAID COUNTY, DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF A LINE WHICH IS PARALLEL WITH AND DISTANT 440.0 FEET NORTHERLY AT RIGHT ANGLES FROM THE NORTH LINE OF JILLSON STREET, 60 FEET WIDE, AS SAID STREET IS DESCRIBED IN DEED RECORDED IN BOOK 7192, PAGE 287, OFFICIAL RECORDS OF SAID COUNTY, WITH THE WESTERLY LINE OF THAT CERTAIN EASEMENT FOR STORM DRAIN PURPOSES, 20 FEET WIDE, AS DESCRIBED IN BOOK 7839, PAGE 237 OF OFFICIAL RECORDS OF SAID COUNTY; THENCE ALONG SAID EASEMENT FOR STORM DRAIN PURPOSES, 20.00 FEET WIDE, NORTH 07°33'10" EAST 93.30 FEET TO THE SOUTHEASTERLY CORNER OF THE CERTAIN PARCEL OF LAND DESCRIBED IN DEED DATED APRIL 12, 1984 FROM THE ATCHISON, TOPEKA AND SANTA FE RAILWAY COMPANY TO THE CITY OF COMMERCE RECORDED SEPTEMBER 20, 1985 AS INSTRUMENT NO. 85-1097589 OF OFFICIAL RECORDS OF SAID COUNTY; THENCE ALONG THE SOUTHWESTERLY BOUNDARY OF SAID DEED, DATED APRIL 12, 1984, NORTH 02°35'58" WEST 192.89 FEET TO THE SOUTHWESTERLY CORNER OF SAID DEED, DATED APRIL 12, 1984; ALSO BEING ON THE WESTERLY LINE OF PARCEL 7, IN DEED TO SAID RAILWAY COMPANY RECORDED AUGUST 6, 1948, IN BOOK 27926, PAGE 315 OF OFFICIAL RECORDS OF SAID COUNTY; THENCE ALONG SAID WESTERLY LINE OF SAID PARCEL 7, SOUTH 07°33'10" WEST 122.00 FEET TO THE MOST NORTHERLY CORNER OF THAT CERTAIN PARCEL OF LAND DESCRIBED IN DEED DATED JANUARY 20, 1965 FROM THE ATCHISON, TOPEKA AND SANTA FE RAILWAY COMPANY TO WARNER LAMBERT PHARMACEUTICAL COMPANY; THENCE ALONG THE EASTERLY BOUNDARY OF SAID PARCEL, DATED JANUARY 20, 1965, SOUTH 01°14'40" EAST 59.91 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE WESTERLY, HAVING A RADIUS OF 411.12 FEET; THENCE SOUTHERLY ALONG SAID LAST MENTIONED CURVE THROUGH A CENTRAL ANGLE OF 08°47'50", AN ARC DISTANCE OF 63.12 FEET; THENCE SOUTH 07°33'10" WEST 204.35 FEET TO A LINE PARALLEL AND DISTANT, MEASURED RADIALLY, NORTHEASTERLY 54.00 FEET, FROM THE SOUTHWESTERLY BOUNDARY OF PARCEL 6 OF SAID RAILWAY COMPANY DEED, RECORDED AUGUST 6, 1948; THENCE SOUTHEASTERLY ALONG SAID PARALLEL LINE, 79.88 FEET TO THE WESTERLY LINE OF SAID EASEMENT FOR STORM DRAIN PURPOSES, 20.00 FEET WIDE, ALSO BEING THE EASTERLY BOUNDARY OF SAID PARCEL 6; THENCE ALONG LAST SAID WESTERLY LINE OF SAID EASEMENT FOR STORM DRAIN PURPOSES, 20 FEET WIDE, NORTH 07°33'10" EAST 242.48 FEET TO THE POINT OF BEGINNING.

SUBJECT TO ANY CC&R AND EASEMENTS OF RECORDS.

EXHIBIT B

IRS FORM 8283

[To be attached]

Noncash Charitable Contributions

▶ **Attach to your tax return if you claimed a total deduction of over \$500 for all contributed property.**

▶ **Information about Form 8283 and its separate instructions is at www.irs.gov/form8283.**

OMB No. 1545-0908

Attachment Sequence No. **155**

Name(s) shown on your income tax return

Identifying number

Note. Figure the amount of your contribution deduction before completing this form. See your tax return instructions.

Section A. Donated Property of \$5,000 or Less and Certain Publicly Traded Securities—List in this section **only** items (or groups of similar items) for which you claimed a deduction of \$5,000 or less. Also, list certain publicly traded securities even if the deduction is more than \$5,000 (see instructions).

Part I Information on Donated Property—If you need more space, attach a statement.

1	(a) Name and address of the donee organization	(b) If donated property is a vehicle (see instructions), check the box. Also enter the vehicle identification number (unless Form 1098-C is attached)	(c) Description of donated property (For a donated vehicle, enter the year, make, model, condition, and mileage, unless Form 1098-C is attached.)
A	City of Commerce 2535 Commerce Way Commerce, CA 90040	<input type="checkbox"/>	
B		<input type="checkbox"/>	
C		<input type="checkbox"/>	
D		<input type="checkbox"/>	
E		<input type="checkbox"/>	

Note. If the amount you claimed as a deduction for an item is \$500 or less, you do not have to complete columns (e), (f), and (g).

	(d) Date of the contribution	(e) Date acquired by donor (mo., yr.)	(f) How acquired by donor	(g) Donor's cost or adjusted basis	(h) Fair market value (see instructions)	(i) Method used to determine the fair market value
A						
B						
C						
D						
E						

Part II Partial Interests and Restricted Use Property—Complete lines 2a through 2e if you gave less than an entire interest in a property listed in Part I. Complete lines 3a through 3c if conditions were placed on a contribution listed in Part I; also attach the required statement (see instructions).

- 2a Enter the letter from Part I that identifies the property for which you gave less than an entire interest ▶ _____
If Part II applies to more than one property, attach a separate statement.
- b Total amount claimed as a deduction for the property listed in Part I: (1) For this tax year ▶ _____
(2) For any prior tax years ▶ _____
- c Name and address of each organization to which any such contribution was made in a prior year (complete only if different from the donee organization above):
 Name of charitable organization (donee)
City of Commerce
 Address (number, street, and room or suite no.)
2535 Commerce Way
 City or town, state, and ZIP code
Commerce, CA 90040
- d For tangible property, enter the place where the property is located or kept ▶ _____
- e Name of any person, other than the donee organization, having actual possession of the property ▶ _____

	Yes	No
3a Is there a restriction, either temporary or permanent, on the donee's right to use or dispose of the donated property?		
b Did you give to anyone (other than the donee organization or another organization participating with the donee organization in cooperative fundraising) the right to the income from the donated property or to the possession of the property, including the right to vote donated securities, to acquire the property by purchase or otherwise, or to designate the person having such income, possession, or right to acquire?		
c Is there a restriction limiting the donated property for a particular use?		

Name(s) shown on your income tax return

Identifying number

Section B. Donated Property Over \$5,000 (Except Certain Publicly Traded Securities)—List in this section only items (or groups of similar items) for which you claimed a deduction of more than \$5,000 per item or group (except contributions of certain publicly traded securities reported in Section A). An appraisal is generally required for property listed in Section B (see instructions).

Part I Information on Donated Property—To be completed by the taxpayer and/or the appraiser.

4 Check the box that describes the type of property donated:

- a Art* (contribution of \$20,000 or more)
b Qualified Conservation Contribution
c Equipment
d Art* (contribution of less than \$20,000)
e Other Real Estate
f Securities
g Collectibles**
h Intellectual Property
i Vehicles
j Other

*Art includes paintings, sculptures, watercolors, prints, drawings, ceramics, antiques, decorative arts, textiles, carpets, silver, rare manuscripts, historical memorabilia, and other similar objects.

**Collectibles include coins, stamps, books, gems, jewelry, sports memorabilia, dolls, etc., but not art as defined above.

Note. In certain cases, you must attach a qualified appraisal of the property. See instructions.

Table with 5 main columns: (a) Description of donated property, (b) If tangible property was donated, give a brief summary of the overall physical condition of the property at the time of the gift, (c) Appraised fair market value, (d) Date acquired by donor, (e) How acquired by donor, (f) Donor's cost or adjusted basis, (g) For bargain sales, enter amount received, (h) Amount claimed as a deduction, (i) Average trading price of securities.

Part II Taxpayer (Donor) Statement—List each item included in Part I above that the appraisal identifies as having a value of \$500 or less. See instructions.

I declare that the following item(s) included in Part I above has to the best of my knowledge and belief an appraised value of not more than \$500 (per item). Enter identifying letter from Part I and describe the specific item. See instructions.

Signature of taxpayer (donor)

Date

Part III Declaration of Appraiser

I declare that I am not the donor, the donee, a party to the transaction in which the donor acquired the property, employed by, or related to any of the foregoing persons, or married to any person who is related to any of the foregoing persons. And, if regularly used by the donor, donee, or party to the transaction, I performed the majority of my appraisals during my tax year for other persons.

Also, I declare that I perform appraisals on a regular basis; and that because of my qualifications as described in the appraisal, I am qualified to make appraisals of the type of property being valued. I certify that the appraisal fees were not based on a percentage of the appraised property value. Furthermore, I understand that a false or fraudulent overstatement of the property value as described in the qualified appraisal or this Form 8283 may subject me to the penalty under section 6701(a) (aiding and abetting the understatement of tax liability). In addition, I understand that I may be subject to a penalty under section 6695A if I know, or reasonably should know, that my appraisal is to be used in connection with a return or claim for refund and a substantial or gross valuation misstatement results from my appraisal. I affirm that I have not been barred from presenting evidence or testimony by the Office of Professional Responsibility.

Sign Here

Signature

Title

Date

Business address (including room or suite no.)

Identifying number

City or town, state, and ZIP code

Part IV Donee Acknowledgment—To be completed by the charitable organization.

This charitable organization acknowledges that it is a qualified organization under section 170(c) and that it received the donated property as described in Section B, Part I, above on the following date

Furthermore, this organization affirms that in the event it sells, exchanges, or otherwise disposes of the property described in Section B, Part I (or any portion thereof) within 3 years after the date of receipt, it will file Form 8282, Donee Information Return, with the IRS and give the donor a copy of that form. This acknowledgment does not represent agreement with the claimed fair market value.

Does the organization intend to use the property for an unrelated use? Yes No

Name of charitable organization (donee)

Employer identification number

City of Commerce

Address (number, street, and room or suite no.)

City or town, state, and ZIP code

2535 Commerce Way

Commerce, CA 90040

Authorized signature

Title

Date

EXHIBIT C

CHARITABLE CONTRIBUTION RECEIPT

[To be attached]

CHARITABLE CONTRIBUTION RECEIPT

Substantiation for Charitable Donations of \$250 or More

Internal Revenue Code Section 170(f)(8) requires that the recipient (Donee) of any single charitable gift of \$250 or more give the donor written confirmation of the receipt of such a gift, including a description and a good faith estimate of the value of any goods and services provided by the recipient (Donee) in exchange for the donor making the gift.

In order to comply with this code section, City of Commerce, CA ___ hereby certifies that we received the following contribution from BNSF Railway Company:

Cash or check in the amount of: \$ _____

Or

Property consisting of: _____

Date contribution received: _____

Were any goods and/or services **provided to** BNSF Railway Company in return for this contribution?

Yes _____ No X _____

If yes, a description of those goods and services is provided below with a statement of monetary value: _____

Value: \$ _____

Organization Name: City of Commerce
Address: 2535 Commerce Way, Commerce, CA 90040
Telephone/Fax: 323-722-4805 / 323/867-4441

Organization Tax ID#: _____

Signature: _____ Date: _____

Name: _____ Title: _____

WHEN RECORDED MAIL TO:

City of Commerce, California
2535 Commerce Way
Commerce, CA 90040
Attn: City Clerk

MAIL TAX STATEMENTS TO:

City of Commerce, California
2535 Commerce Way
Commerce, CA 90040
Attn: City Clerk

**SPACE ABOVE THIS LINE FOR RECORDER'S USE
NO RECORDING FEE PURSUANT TO GOVERNMENT CODE SECTION 6103
DOCUMENTARY TRANSFER TAX \$ _____**

...Computed on the consideration or value of Property conveyed, OR
...Computed on the consideration or value less liens or encumbrances
remaining at time of sale.

Signature of Declarant or Agent determining Tax - Firm Name

QUITCLAIM DEED
(Donation)

The Grantor, **BNSF RAILWAY COMPANY**, a Delaware corporation, (formerly known as The Burlington Northern and Santa Fe Railway Company and successor by merger to The Atchison, Topeka and Santa Fe Railway Company), of 2500 Lou Menk Drive, Fort Worth, Texas 76131-2830, Grantor hereinafter called "Donor", for and in consideration of the mutual covenants set forth herein, the receipt and sufficiency of which is hereby acknowledged, does hereby donate, remise, release and forever quitclaim to **CITY OF COMMERCE, CALIFORNIA**, a California municipality, of 2535 Commerce Way, Commerce, California 90040, Grantee hereinafter called "Donee", without any covenants of warranty whatsoever and without recourse to the Grantor, its successors and assigns, all its right, title and interest, if any, in and to the following described real property, subject, however, to all existing interests, including but not limited to all reservations, rights-of-way and easements of record, in the State of California, County of Los Angeles, hereinafter called "Property", additional legal description begins on Page 7 being more particularly described in **EXHIBIT "A"** attached hereto and by this reference made a part hereof.

Donor and Donee agree as follows:

NATURE OF DONATION

1. (a) Donee acknowledges that it has been allowed to inspect and investigate the Property, including, but not limited to, the environmental condition of the Property. **DONEE SPECIFICALLY ACKNOWLEDGES THAT DONOR IS NOT MAKING AND DONEE IS NOT RELYING ON ANY REPRESENTATION OR WARRANTIES, EXPRESS OR IMPLIED, OF ANY KIND WHATSOEVER FROM DONOR AS TO ANY MATTERS CONCERNING THE PROPERTY**), including, but not limited to the physical condition of the Property; zoning status; tax consequences of this transaction; utilities; operating history or projections or valuation; compliance of the Property, including any operations and activities conducted on the Property,

with Environmental Laws (defined below) or other laws, statutes, ordinances, decrees, regulations and other requirements applicable to the Property; the presence of any Hazardous Substances (defined below), wetlands, lead, lead-based paint or other lead containing structures, urea formaldehyde, or other environmentally sensitive building materials in, on, under, or in proximity to the Property; the condition or existence of any above ground or underground structures or improvements, including tanks and transformers in, on or under the Property; the developmental potential of the Property, and Property's use, habitability, merchantability, or fitness, suitability, value or adequacy of the Property for any particular purpose; the quality, nature, adequacy, and physical condition of soils, geology and any groundwater; the condition of title to the Property, and the leases, easements, permits, orders, licensees, or other agreements, affecting the Property (collectively, the "**Condition of the Property**"). Donee represents and warrants to Donor that Donee has not relied and will not rely on, and Donor is not liable for or bound by, any warranties, guaranties, statements, representations or information pertaining to the Property or relating thereto made or furnished by Donor, the manager of the Property, or any real estate broker or agent representing or purporting to represent Donor, to whomever made or given, directly or indirectly, orally or in writing.

(b) As between Donee and Donor Donee assumes the risk that Hazardous Substances may impact soil and groundwater at the Property. Donee assumes and agrees to pay for, perform and discharge in due course all liabilities for all environmental, ecological, health or other claims pertaining to the Property which relate to Condition of the Property or operations and activities conducted at the Property on or after the closing date (or relative to any time periods where the time of causation is uncertain), including, but not limited to, conducting any investigation, removal or remedial actions or implementing any institutional controls required by any state, federal or local authority or required by any Environmental Law imposing liability on any person for the existence of Hazardous Substances at the Property.

(c) Release Donee hereby unconditionally waives, releases, covenants not to sue, and discharges forever Donor and Donor's officers, directors, shareholders, employees and agents from any and all present or future claims, demands, suits, damages, Losses (defined below), injuries, liabilities, causes of actions, costs, expenses, fines, penalties, judgments (including, without limitation, attorneys' fees and legal costs) of any and every kind or character, known or unknown, which Donee could presently or in the future assert or allege against Donor and Donor's officers, directors, shareholders, employees and agents arising from or in any way related, in whole or part, to the condition of the Property.

(d) Definitions The term "**Losses**" means without limitation (a) the cost of any investigation, removal, remedial or other response action that is required by any Environmental Law, that is required by judicial order or by order of or agreement with any governmental authority, or that is necessary or otherwise is reasonable under the circumstances, (b) expenditures necessary to cause the Donor's remaining property or the operations or business of the Donor on its remaining property to be in compliance

with the requirements of any Environmental Law, and (c) damages for injury or death of any person. The term "**Environmental Law**" means any past, present or future federal, state or local statute, regulation, code, rule, ordinance, order, judgment, decree, injunction or common law pertaining in any way to the protection of human health or the environment, including, but not limited to, the Resource Conservation and Recovery Act, the Comprehensive Environmental Response, Compensation and Liability Act, the Toxic Substances Control Act, the Clean Air Act, the Clean Water Act, the Emergency Planning and Community Right-To-Know Act, the Hazardous Materials Transportation Act, the Oil Pollution Act and any similar or comparable state or local law. The term "**Hazardous Substance**" means any "hazardous substance," "hazardous material," "solid waste," "hazardous waste," "oil," "pollutant," "contaminant," "hazardous air pollutant," "toxic chemical," "radioactive substance," "infectious substance," petroleum or petroleum product," "extremely hazardous substance," "pesticide," "chemical substance," "asbestos," "microorganism," or related substance in any quantity as those terms are generally understood or as those terms are now or hereafter defined in, or regulated by, any Environmental Law.

The provisions set forth above in **Section 1(a) through (d)** shall be binding on Donee, and its heirs, successors and assigns, shall be covenants running with the land and an equitable servitude on the land.

RESERVATIONS

2. (a) Donee's interest shall be subject to any existing rights at the time of execution of that certain Real Estate Donation Agreement dated effective _____, 2013, to the rights and interests of Donor's licensees and, permittees in and to existing utilities, fiber optic lines, wires and easements on the Property used or maintained by Donor's licensees and, permittees of public record.

(b) Any improvements constructed or altered on the Property after the date Donor quitclaims its interest to Donee shall be constructed or altered in such a manner to not prevent or restrict adequate drainage of water away from any of Donor's railroad tracks on nearby property.

(c) This Property shall be used by Donee for a City related uses..

(d) **BY ACCEPTING THIS DONATION, DONEE ACKNOWLEDGES THAT DONOR, AS SUCCESSOR IN INTEREST TO THE NORTHERN PACIFIC RAILWAY COMPANY, ACQUIRED A DETERMINABLE OWNERSHIP INTEREST IN THE PROPERTY FROM THE UNITED STATES OF AMERICA, PURSUANT TO SECTION 2 OF THE NORTHERN PACIFIC LAND GRANT ACT JULY 2, 1864, AND DONEE AGREES TO THE CONDITIONS AND LIMITATIONS IMPOSED BY THIS NORTHERN PACIFIC LAND GRANT ACT.**

The obligations in this **Section 2 (a) through (d)** shall be binding upon Donee and its heirs, successors and assigns, shall be covenants running with the land benefiting Donor and Donor's successors and assigns.

TO HAVE AND TO HOLD the Property unto the said Donee, its successors and assigns, forever.

IN WITNESS WHEREOF, the said Grantor has caused this instrument to be signed by its authorized representative, attested by its Assistant Secretary, and its corporate seal to be affixed hereto on the _____ day of April _____, 2013__.

BNSF RAILWAY COMPANY

By: _____
Kurt Geringer
Its: General Director Real Estate

ATTEST:

By: _____
Tammy K. Herndon
Its: Assistant Secretary

ACCEPTED:

**CITY OF COMMERCE,
CALIFORNIA**

By: _____
Name: _____
Title: _____

ATTEST:

By: _____
Name: _____
Title: _____

STATE OF CALIFORNIA

§

§ ss.

§

COUNTY OF LOS ANGELES

On _____, 201_ before me, _____,
a Notary Public in and for said County and State, personally appeared,
_____, who proved to me on
the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed
to the within instrument and acknowledged to me that he/she/they executed the same in
his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the
instrument the person(s), or the entity upon behalf of which the person(s) acted,
executed the instrument.

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

WITNESS my hand and official seal.

Signature: _____

(Notary Seal)

STATE OF TEXAS

COUNTY OF TARRANT

§
§ ss.
§

On _____, 201_ before me, _____,
a Notary Public in and for said County and State, personally appeared, Kurt Geringer
and Tammy K. Herndon, who proved to me on the basis of satisfactory evidence to be
the persons whose names are subscribed to the within instrument and acknowledged to
me that they executed the same in their authorized capacities, and that by their
signatures on the instrument the persons, or the entity upon behalf of which the persons
acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature: _____

(Notary Seal)

FORM APPROVED BY LAW

APPROVED LEGAL	
APPROVED FORM	ReDraft 3-22-13rb
APPROVED	

EXHIBIT "A"
LEGAL DESCRIPTION

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BEGINNING AT THE INTERSECTION OF A LINE WHICH IS PARALLEL WITH AND DISTANT 440.0 FEET NORTHERLY AT RIGHT ANGLES FROM THE NORTH LINE OF JILLSON STREET, 60 FEET WIDE, AS SAID STREET IS DESCRIBED IN DEED RECORDED IN BOOK 7192, PAGE 287, OFFICIAL RECORDS OF SAID COUNTY, WITH THE WESTERLY LINE OF THAT CERTAIN EASEMENT FOR STORM DRAIN PURPOSES, 20 FEET WIDE, AS DESCRIBED IN BOOK 7839, PAGE 237 OF OFFICIAL RECORDS OF SAID COUNTY; THENCE ALONG SAID EASEMENT FOR STORM DRAIN PURPOSES, 20.00 FEET WIDE, NORTH 07°33'10" EAST 93.30 FEET TO THE SOUTHEASTERLY CORNER OF THE CERTAIN PARCEL OF LAND DESCRIBED IN DEED DATED APRIL 12, 1984 FROM THE ATCHISON, TOPEKA AND SANTA FE RAILWAY COMPANY TO THE CITY OF COMMERCE RECORDED SEPTEMBER 20, 1985 AS INSTRUMENT NO. 85-1097589 OF OFFICIAL RECORDS OF SAID COUNTY; THENCE ALONG THE SOUTHWESTERLY BOUNDARY OF SAID DEED, DATED APRIL 12, 1984, NORTH 02°35'58" WEST 192.89 FEET TO THE SOUTHWESTERLY CORNER OF SAID DEED, DATED APRIL 12, 1984; ALSO BEING ON THE WESTERLY LINE OF PARCEL 7, IN DEED TO SAID RAILWAY COMPANY RECORDED AUGUST 6, 1948, IN BOOK 27926, PAGE 315 OF OFFICIAL RECORDS OF SAID COUNTY; THENCE ALONG SAID WESTERLY LINE OF SAID PARCEL 7, SOUTH 07°33'10" WEST 122.00 FEET TO THE MOST NORTHERLY CORNER OF THAT CERTAIN PARCEL OF LAND DESCRIBED IN DEED DATED JANUARY 20, 1965 FROM THE ATCHISON, TOPEKA AND SANTA FE RAILWAY COMPANY TO WARNER LAMBERT PHARMACEUTICAL COMPANY; THENCE ALONG THE EASTERLY BOUNDARY OF SAID PARCEL, DATED JANUARY 20, 1965, SOUTH 01°14'40" EAST 59.91 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE WESTERLY, HAVING A RADIUS OF 411.12 FEET; THENCE SOUTHERLY ALONG SAID LAST MENTIONED CURVE THROUGH A CENTRAL ANGLE OF 08°47'50", AN ARC DISTANCE OF 63.12 FEET; THENCE SOUTH 07°33'10" WEST 204.35 FEET TO A LINE PARALLEL AND DISTANT, MEASURED RADially, NORTHEASTERLY 54.00 FEET, FROM THE SOUTHWESTERLY BOUNDARY OF PARCEL 6 OF SAID RAILWAY COMPANY DEED, RECORDED AUGUST 6, 1948; THENCE SOUTHEASTERLY ALONG SAID PARALLEL LINE, 79.88 FEET TO THE WESTERLY LINE OF SAID EASEMENT FOR STORM DRAIN PURPOSES, 20.00 FEET WIDE, ALSO BEING THE EASTERLY BOUNDARY OF SAID PARCEL 6; THENCE ALONG LAST SAID WESTERLY LINE OF SAID EASEMENT FOR STORM DRAIN PURPOSES, 20 FEET WIDE, NORTH 07°33'10" EAST 242.48 FEET TO THE POINT OF BEGINNING.

SUBJECT TO ANY CC&R AND EASEMENTS OF RECORDS.



AGENDA REPORT

MEETING DATE: April 2, 2013

TO: HONORABLE CITY COUNCIL

FROM: CITY ADMINISTRATOR

SUBJECT: FISCAL YEAR 2012-13 FINANCIAL STATUS AND THE FISCAL YEAR 2013-14 INITIAL GENERAL FUND PROJECTED NUMBERS

RECOMMENDATION:

Receive and File

MOTION:

Council discretion.

EXECUTIVE SUMMARY:

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

I can't underscore how difficult the last 4 budget cycles have been -- the City Council (along with staff) have arduously and painstakingly implemented various ways in which to address the budget deficit, including Operational reductions of approximately \$6 million, implementation of an early retirement program (2 consecutive years), full-time employee wage reduction of 2%, and part-time reduction is hours.

One important part of this discussion that will definitely come into play with this year's budget process will be the Measure 'AA' funds that are projected to generate anywhere between \$4 and \$5 million annually. It is my hope that the City Council will adopt criteria that will allocate a majority of the funds towards one-time, capital improvement (infrastructure related) type projects as opposed to the enhancement of current programming and/or services.

DISCUSSION:

The initial preliminary projection for the upcoming budget cycle stands at a surplus of just over **\$300,000**. This is far and away a better picture than the one I presented at this time last year -- the council and staff had the daunting task of eliminating **\$4 million** in one budget process as opposed to the three years it took to implement just over \$5 million of operational costs reductions.

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

The Finance Director will provide more detail via a slide show presentation at the meeting of April 2, 2013.

BUDGET IMPACT:

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

Mindful of the organizational and financial impact involving last years' budget process (FY 2012-2013), staff will continue to make a concerted effort to keep the integrity of the services we provide the community during the upcoming process.

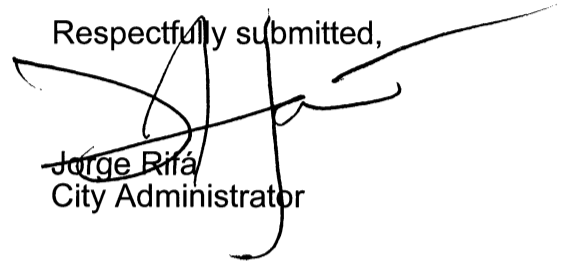
RELATIONSHIP TO 2009 STRATEGIC GOALS:

The item is related to the City Council's goal of making financially and economically sound decisions consistent with economic conditions.


Reviewed by,


Vilko Domic
Finance Director/City Treasurer

Respectfully submitted,


Jorge Rifa
City Administrator

Approved as to Form


Eduardo Olivo
City Attorney



AGENDA REPORT

Meeting Date: 04/02/13

TO: Honorable City Council

FROM: City Administrator

SUBJECT: Relationship between the City of Commerce and Commerce Sister City Association

RECOMMENDATION:

At the request of Councilmember Baca Del Rio, the City Council can discuss, and provide appropriate direction as may be deemed necessary with respect to the City's relationship with the Commerce Sister City Association.

MOTION:

Council discretion.

BACKGROUND:

The Sister Cities movement began in 1956, when President Dwight D. Eisenhower founded the program in the United States. The mission, to foster international relations on a person to person basis, has grown across the country. Today in the United States 1,065 cities have 1,909 sister city relationships with 117 countries. In California, we have over 90 cities with a U.S./Mexico Sister City affiliation.

A Sister Cities agreement comes about when a U.S. community forms a lasting partnership with a community in another country. The process takes several years of contact and planning to complete. A well-planned program helps to improve the quality of life, breaks down cultural barriers for successful business ventures, and contributes to finding the solutions to common problems facing the people of the world today.

On January 6, 1964, at a regularly scheduled City Council meeting Mr. James Valdez addressed the Council and proposed that the City of Aguascalientes, Aguascalientes, Mexico become a "Sister City" of Commerce as part of the National Sister City Program. A Council committee was established to discuss and investigate the proposal.

On April 6, 1964, at a regularly scheduled City Council meeting, Mayor Pro Tem Scheibler reported to the Council that the Sister City Committee had been proceeding in establishing contact and relations with the City of Aguascalientes, Aguascalientes, Mexico.

On July 20, 1964, the City Council, under adoption of Resolution Number 64-22, formally established the Commerce Sister City Association as an official city organization.

On January 27, 2003, the City of Commerce, Commerce Sister City Association, City of Aguascalientes, and the Aguascalientes Sister City Association formally ratified and endorsed the agreement of the Sister City union between both cities.

ANALYSIS:

According to the Commerce Sister City Association Bylaws: *The Mayor of the City of Commerce shall be, ex-officio, a member of this Association and the membership dues for said membership shall be waived.*

Currently, two (2) City Council Members participate as members of the Association.

In addition, City staff provides staff liaison support to the Commerce Sister City Association early in the year in preparation of the annual visit of our sister city delegation from Aguascalientes to Commerce.

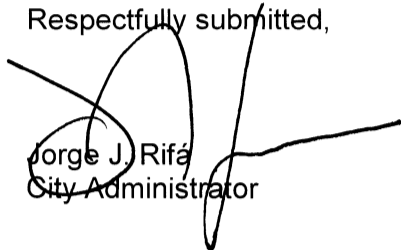
BUDGET IMPACT:

There is no fiscal impact associated with this agenda item report

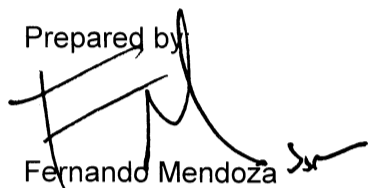
RELATIONSHIP TO 2012 STRATEGIC GOALS:

This agenda report before Council is not identified as a 2012 Strategic Goal.

Respectfully submitted,



Jorge J. Rifa
City Administrator

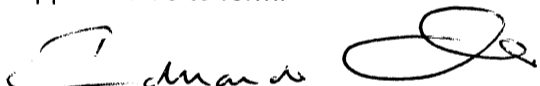
Prepared by

Fernando Mendoza
Deputy City Administrator

Fiscal impact reviewed by:

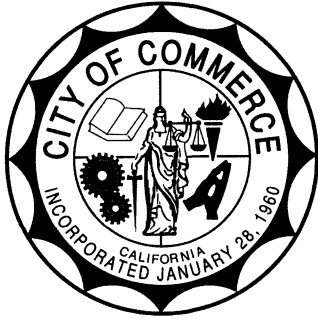


Vilko Domic
Finance Director

Approved as to form:



Eduardo Olivo
City Attorney



AGENDA REPORT

Meeting Date: 04/02/2013

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

RECOMMENDATION:

Make the appropriate appointments to the various City Commissions and Committees.

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 members and Council members of the applicable Commissions and Committees.

ANALYSIS:

Under the provisions of Resolution No. 97-15, as amended, the current terms of all Commissioners and Committee Members expired on March 19, 2013.

It is recommended that appointments be made to the following Commissions and Committees at this time, with all terms to expire March 17, 2015, unless otherwise indicated: Community Services Commission, Education Commission, Library Commission, Parks & Recreation Commission, Planning Commission, Senior Citizens Commission, Traffic Commission, Youth Advisory Commission, Beautification Committee, Pageant Steering Committee, I-710 Local Advisory Committee (Ad Hoc) and Environmental Justice Advisory Task Force.

A list of the current Commissioners and Committee Members is attached for Council's convenience.

FISCAL IMPACT:

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

RELATIONSHIP TO 2012 STRATEGIC GOALS:

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

Respectfully submitted,

Jorge J. Rifa
City Administrator

Approved as to form:

Eduardo Olivo
City Attorney

Recommended by:

Linda Kay Olivieri
City Clerk

Attachments: Current Commission/Committee Roster

AGENDA ITEM No.

21

CITY OF COMMERCE
COMMUNITY SERVICES COMMISSION

<u>NAME, ADDRESS & PHONE NUMBER</u>	<u>ORIGINAL APPT. DATE</u>	<u>LAST REAPPT. DATE</u>	<u>TERM EXPIRES</u>	<u>TAKEN OATH AND COMPLETED APPL.</u>	<u>FINGER-PRINTED</u>	<u>APPOINTED BY</u>
CHAIRPERSON JOANNA FLORES	5/3/11		3/19/13	A/O	Y	Robles
VICE CHAIRPERSON SANDRA JIMENEZ	4/5/11		3/19/13	A/O	Y	Del Rio
YOLIE ACOSTA	3/22/11		3/19/13	A/O	Y	Aguilar
JOSE ALVARADO, JR.	6/5/12		3/19/13	A/O	Y	Altamirano
VACANCY			3/19/13			Leon

COMMENTS:

Staff Liaison: Loretta Gutierrez, Interim Director of Community Services (Ext. 2386)

Meets: 2nd Thursday of each month at 6:00 p.m. Council Chambers

CITY OF COMMERCE
EDUCATION COMMISSION

<u>NAME, ADDRESS & PHONE NUMBER</u>	<u>ORIGINAL APPT. DATE</u>	<u>LAST REAPPT. DATE</u>	<u>TERM EXPIRES</u>	<u>TAKEN OATH AND COMPLETED APPL.</u>	<u>FINGER- PRINTED</u>	<u>APPOINTED BY</u>
CHAIRPERSON ED MILES	9/6/11		3/19/13	A/O	Y	Aguilar
VICE CHAIRPERSON MARCO HERRERA	4/19/11		3/19/13	A/O	Y	Robles
LIBBY STOKES	3/26/12		3/19/13	A/O	Y	Del Rio
CARMEN MARQUEZ COOPER	8/21/12		3/19/13	A/O	Y	Leon
EVELYN DIAZ	4/3/12		3/19/13	A/O	Y	Altamirano

COMMENTS:

Staff Liaison: Beatriz Sarmiento, Interim Director of Library Services (Ext. 2217)

Meets: 2nd Monday of each month at 6:00 p.m. in the Council Chambers

CITY OF COMMERCE

LIBRARY COMMISSION

<u>NAME, ADDRESS & PHONE NUMBER</u>	<u>ORIGINAL APPT. DATE</u>	<u>LAST REAPPT. DATE</u>	<u>TERM EXPIRES</u>	<u>TAKEN OATH AND COMPLETED APPL.</u>	<u>FINGER- PRINTED</u>	<u>APPOINTED BY</u>
CHAIRPERSON DANIEL LARIOS	3/22/11		3/19/13	A/O	Y	Robles
VICE CHAIRPERSON LETTIE JARAMILLO	4/7/09	4/3/12	3/19/13	A/O	Y	Altamirano
JOSIE BETANCOURT	10/20/10	3/22/11	3/19/13	A/O	Y	Aguilar
BEATRIZ MANCIA	6/2/09	3/22/11	3/19/13	A/O	Y	Del Rio
ERNIE VELA	12/1/09	3/22/11	3/19/13	A/O	Y	Leon

COMMENTS:

Staff Liaison: Beatriz Sarmiento, Interim Director of Library Services (Ext. 2217)

Meets:4th Tuesdays of each month at 5:30 p.m. Council Chambers

CITY OF COMMERCE
PARKS & RECREATION COMMISSION

<u>NAME, ADDRESS & PHONE NUMBER</u>	<u>ORIGINAL APPT. DATE</u>	<u>LAST REAPPT. DATE</u>	<u>TERM EXPIRES</u>	<u>TAKEN OATH AND COMPLETED APPL.</u>	<u>FINGER- PRINTED</u>	<u>APPOINTED BY</u>
CHAIRPERSON NICKY ANN LEON	12/16/08	3/22/11	3/19/13	A/O	Y	Leon
VICE CHAIRPERSON RUDY TORRES	3/22/11		3/19/13	A/O	Y	Robles
CHRIS GRIEGO	4/17/12		3/19/13	A/O	Y	Altamirano
LAURA PEREZ	3/17/09	3/22/11	3/19/13	A/O	Y	Del Rio
STEVE VIESCA	1/17/06	3/22/11	3/19/13	A/O	Y	Aguilar

COMMENTS:

Staff Liaison: Scott Wasserman, Interim Director of Parks & Recreation (Ext. 2368)

Meets: 1st Thursday of each month at 6:00 p.m. Council Chambers

CITY OF COMMERCE
PLANNING COMMISSION

<u>NAME, ADDRESS & PHONE NUMBER</u>	<u>ORIGINAL APPT. DATE</u>	<u>LAST REAPPT. DATE</u>	<u>TERM EXPIRES</u>	<u>TAKEN OATH AND COMPLETED APPL.</u>	<u>FINGER-PRINTED</u>	<u>APPOINTED BY</u>
CHAIRPERSON JONATHAN GARZA	3/22/11		3/19/13	A/O	Y	Leon
VICE CHAIRPERSON JOHN DIAZ	5/3/11		3/19/13	A/O	Y	Del Rio
ANNELLE GRAJEDA	4/3/12		3/19/13	A/O	Y	Aguilar
JULISSA ALTAMIRANO	11/28/2012		3/19/13	A/O	Y	Altamirano
JORGE MONTES	4/10/12		3/19/13	A/O	Y	Robles

COMMENTS:

Staff Liaison: Matt Marquez, City Planner (Ext. 2349)

Meets: 4th Wednesday of each month at 6:30 p.m. Council Chambers

CITY OF COMMERCE
SENIOR CITIZENS COMMISSION

<u>NAME, ADDRESS & PHONE NUMBER</u>	<u>ORIGINAL APPT. DATE</u>	<u>LAST REAPPT. DATE</u>	<u>TERM EXPIRES</u>	<u>TAKEN OATH AND COMPLETED APPL.</u>	<u>FINGER-PRINTED</u>	<u>APPOINTED BY</u>
CHAIRPERSON CHARLES CALDERON	4/5/11		3/19/13	A/O	Y	Robles
VICE CHAIRPERSON HORTENCIA RUBALCAVA	5/17/05	3/22/11	3/19/13	A/O	Y	Aguilar
FLORA OCHOA	3/17/09	3/22/11	3/19/13	A/O	Y	Del Rio
SHARON ROWE	4/3/12		3/19/13	A/O	Y	Altamirano
SANDY CORNEJO	7/3/12		3/19/13	A/O	Y	Leon

COMMENTS:

Staff Liaison: Scott Wasserman, Interim Director of Parks & Recreation (Ext. 2368)

Meets: 1st Wednesday of each month at 12:30 p.m. Council Chambers

CITY OF COMMERCE
TRAFFIC COMMISSION

<u>NAME, ADDRESS & PHONE NUMBER</u>	<u>ORIGINAL APPT. DATE</u>	<u>LAST REAPPT. DATE</u>	<u>TERM EXPIRES</u>	<u>TAKEN OATH AND COMPLETED APPL.</u>	<u>FINGER-PRINTED</u>	<u>APPOINTED BY</u>
CHAIRPERSON ANTONIO R. GONZALEZ, SR.	4/17/07	3/22/11	3/19/13	A/O	Y	Aguilar
VICE CHAIRPERSON ART A. GONZALEZ	3/6/12		3/19/13	A/O	Y	Leon
CARL N. BAKER	4/10/12		3/19/13	A/O	Y	Del Rio
NANCY A. BARRAGAN	5/1/12		3/19/13	A/O	Y	Altamirano
JAVIER VAZQUEZ	5/3/11		3/19/13	A/O	Y	Robles

COMMENTS:

Staff Liaison: Danilo Batson, Assistant Director of Public Services (Ext. 2335)

Meets: 2nd Wednesday of each month at 6:30 p.m. Council Chambers

CITY OF COMMERCE
YOUTH ADVISORY COMMISSION

<u>NAME, ADDRESS & PHONE NUMBER</u>	<u>ORIGINAL APPT. DATE</u>	<u>LAST REAPPT. DATE</u>	<u>TERM EXPIRES</u>	<u>TAKEN OATH AND COMPLETED APPL.</u>	<u>FINGER-PRINTED</u>	<u>APPOINTED BY</u>
CHAIRPERSON To Be Determined						
VICE CHAIRPERSON MARILYN ARROYO	11/19/09	3/22/11	3/19/13	A/O	Y	Aguilar
JONATHAN GONZALEZ	12/18/12		3/19/13			Del Rio
ALYSSA MATAS	10/20/10	3/22/11	3/19/13	A/O	Y	Altamirano
MONICA RODARTE	4/3/12		3/19/13	A/O	Y	Leon
VANESSA GONZALEZ	1/15/13		3/19/13	A/O		Robles

COMMENTS: **Members of this Commission MUST submit to fingerprint requirements if at 18 yrs. of age or older at time of appointment.**

Staff Liaison: Lucinda Blancarte, Recreation Specialist (Ext. 4435)

Meets: 1st Monday of each month at 7:00 p.m. Teen Center

CITY OF COMMERCE
BEAUTIFICATION COMMITTEE

<u>NAME, ADDRESS & PHONE NUMBER</u>	<u>ORIGINAL APPT. DATE</u>	<u>LAST REAPPT. DATE</u>	<u>TERM EXPIRES</u>	<u>TAKEN OATH AND COMPLETED APPL.</u>	<u>FINGER-PRINTED</u>	<u>APPOINTED BY</u>
CHAIRPERSON To be determined						
VICE CHAIRPERSON To be determined						
VACANT			3/19/13			Del Rio
VACANT			3/19/13			Leon
VACANT			3/19/13			Aguilar
RON PEREZ	4/7/09	3/22/11	3/19/13	A/O	Y	Vacant (appointed by former C/M Fierro)
CONNIE GARCIA	4/5/11		3/19/13	A/O	Y	Robles

COMMENTS:

Staff Liaison: Alex Hamilton, Assistant Director of Community Development

Meets: 2nd Tuesday of each month at 3:30 p.m. City Hall North Conference Room

CITY OF COMMERCE
PAGEANT STEERING COMMITTEE

<u>NAME, ADDRESS & PHONE NUMBER</u>	<u>ORIGINAL APPT. DATE</u>	<u>LAST REAPPT. DATE</u>	<u>TERM EXPIRES</u>	<u>APPOINTED BY</u>
CHAIRPERSON LEILANI DAVIS	7/6/10	3/22/11	3/19/13	Aguilar
VICE CHAIRPERSON ROSA RODRIGUEZ	3/22/11		3/19/13	Robles
CHRISTINA OLIVAS	4/17/12		3/19/13	Altamirano
SANDRA CORNEJO	3/22/11		3/19/13	Leon
ARACELI RIVAS	5/7/09	3/22/11	3/19/13	Del Rio

COMMENTS: Pageant Steering Committee does not require Oath/Application or Fingerprinting.

Staff Liaison: Adolfo Marquez, Interim Senior Recreation Supervisor (Ext. 2343)

Meets: Unscheduled

CITY OF COMMERCE

I-710 LOCAL ADVISORY COMMITTEE (AD HOC)

<u>NAME, ADDRESS & PHONE NUMBER</u>	<u>ORIGINAL APPT. DATE</u>	<u>LAST REAPPT. DATE</u>	<u>TERM EXPIRES</u>	<u>TAKEN OATH AND COMPLETED APPL.</u>	<u>FINGER- PRINTED</u>	<u>APPOINTED BY</u>
CHAIRPERSON JOE AGUILAR						Council
VICE CHAIRPERSON (to be determined)						
BOB EULA	8/6/03	3/22/11	3/19/13	N	N/A	Aguilar
NORMA MACIAS	4/5/11		3/19/13	N	N/A	Robles
ED MILES	4/3/12	3/22/11	3/19/13	N	Y	Altamirano
LEONARD MENDOZA	3/22/11		3/19/13	N	Y	Del Rio
MIKE ALVARADO	2/1/11	3/22/11	3/19/13	A/N	Y	Leon
COMMUNITY BASED ORGANIZATION APPOINTEE East Yard Communities for Environmental Justice						
ANGELO LOGAN 2317 Atlantic Ave. 323-263-2113 alogan@eycej.org (Designated Alternate – Isella Ramirez; iramirez@eycej.org)	9/7/04	3/22/11	3/19/13	N	Y	Council

CITY OF COMMERCE

I-710 LOCAL ADVISORY COMMITTEE (AD HOC) (Continued)

Page 2

COMMUNITY BASED ORGANIZATION APPOINTEE

United Families of Bristow Park JESUS CERVANTES 3/22/11 (Designated Alternate – Pending)	3/19/13	N	N/A	Council
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INDUSTRIAL APPOINTEE

EDDIE TAFOYA Industrial Council 6055 Washington Blvd., Ste 110 323-728-7222 eddie@industrialcouncil.org (Designated Alternate – Pending)	3/19/13	N	Y	Council
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INDUSTRIAL APPOINTEE

JON R. RENO 5/17/11 Heger Industrial 5701 S. Eastern Ave., Ste 101 323-727-1144 (Designated Alternate – Robert G. Thornburgh)	3/19/13	A/O	N/A	Council
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PLANNING COMMISSION APPOINTEE

JONATHAN GARZA 3/22/11	3/19/13	A/O	Y	Planning Comm
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TRAFFIC COMMISSION APPOINTEE

NANCY A. BARRAGAN (alternate)6/6/2012	3/19/13	A/O	Y	Traffic Comm
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MEMBER AT-LARGE

XOCHILT YBARRA 4/5/11	3/19/13	A/O	N/A	Council
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CITY OF COMMERCE

I-710 LOCAL ADVISORY COMMITTEE (AD HOC) (Continued)

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MEMBER AT-LARGE

JIM PARROWS
99 Cent Store
4000 Union Pacific Ave
323-980-8154
(Designated Alternate – Don Arter)

6/21/11

3/19/13

N/A

Council

COMMENTS: Fingerprinting is not a requirement of the I-710 Local Advisory Committee.

Staff Liaison: Alex Hamilton, Assistant Director of Community Development (Ext. 2330)

Meets: 2nd & 4th Tuesday of each month at 6:30 p.m. City Hall Emergency Operations Center (EOC) **[Committee only meets on as needed basis.]**

CITY OF COMMERCE

ENVIRONMENTAL JUSTICE ADVISORY TASK FORCE

<u>NAME, ADDRESS & PHONE NUMBER</u>	<u>ORIGINAL APPT. DATE</u>	<u>LAST REAPPT. DATE</u>	<u>TERM EXPIRES</u>	<u>TAKEN OATH AND COMPLETED APPL.</u>	<u>FINGER- PRINTED</u>	<u>APPOINTED BY</u>
CHAIRPERSON <u>PROFESSIONAL MEMBER</u> ANGELO LOGAN East Yard Communities for Environmental Justice 2317 Atlantic Blvd. 323-263-2113	10/5/04	3/22/11	3/19/13	N	Y	Council
VICE CHAIRPERSON (to be determined)						
MIGUEL ORTEGA	5/15/12		3/19/13	N	Y	Altamirano
FERNANDO BONADA	11/20/07	3/22/11	3/19/13	N	Y	Leon
VACANT			3/19/13			Aguilar
NORMA DAMAS	6/21/11		3/19/13	A/	N	Del Rio
KRISTINA SANTANA	6/21/11		3/19/13	A/O	N	Robles

CITY OF COMMERCE

ENVIRONMENTAL JUSTICE ADVISORY TASK FORCE (Continued)

Page 2

PROFESSIONAL MEMBER

ANDREA M. HRICKO	6/5/07	3/22/11	3/19/13	N	Y	Council
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Keck School of Medicine, USC/
 Director of Community Outreach and
 Education Programs, Southern California
 Environmental Health Sciences Center and
 Children's Environmental Health Center
 1540 Alcazar St., CHP 236
 Los Angeles, CA 90033
 323-442-3077

**LARGE/SMALL BUSINESS & INDUSTRIAL/
 ORGANIZED LABOR MEMBER**

EDDIE TAFOYA	6/19/07	3/22/11	3/19/13	N	Y	Council
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Industrial Council of the
 City of Commerce
 6055 Washington Blvd., Ste. 110
 323-728-7222
 Fax: 728-7565
eddie@industrialcouncil.org

**LARGE/SMALL BUSINESS & INDUSTRIAL/
 ORGANIZED LABOR MEMBER**

STEPAN ALTOUNIAN	5/3/11		3/19/13	A/O	N	Council
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Sealwize
 7136 East Slauson Ave
 323-720-9077

COMMENTS: Application, Oath and Fingerprinting **are** a requirement of the Environmental Justice Advisory Task Force.

Staff Liaison: Alex Hamilton, Assistant Director of Community Development (Ext. 2330)

Meets: to be determined at later date.



AGENDA REPORT

Meeting Date: 04/02/2012

TO: Honorable City Council
FROM: City Administrator
SUBJECT: DELEGATE AND ALTERNATE APPOINTMENTS

RECOMMENDATION:

Make the appropriate delegate and alternate appointments to the outside boards identified below.

MOTION:

Council discretion.

BACKGROUND:

Annually, at its first meeting in April, the City Council selects from among its members who will serve as delegates and alternates on various boards.

ANALYSIS:

The following delegate and alternate appointments should be made at this time, for the period April 2013 to April 2014, unless otherwise specified:

California Cities for Self-Reliance Joint Powers Authority, California Contract Cities Association, California Joint Powers Insurance Authority, Central Basin Water Association, Child Care Council Sub-committee, City Selection Committee, Commerce Refuse to Energy Authority (CREA) [indefinite term], Council Finance and Budget Oversight Committee [participation for 2013 relinquished per Council action of 01/15/2013], County Sanitation Districts of Los Angeles County, Employment Task Force, Gateway Cities Council of Governments (GCCOG), Greater Los Angeles County Vector Control District [appointment made on 12/6/2011, term expires 01/06/2014], I-5 Consortium, I-710 EIR/EIS Project Committee, League of California Cities, Los Angeles Gateway Region Integrated Regional Water Management Joint Powers Authority Board, National League of Cities, Southeast Community Development Corporation (SCDC), Southeast Water Coalition Joint Powers Authority and Southern California Association of Governments (SCAG).

A list of the current delegate and alternate appointments is attached for Council's convenience. This current list reflects the changes made that correspond to the annual City Council reorganization, effective April 2, 2013.

FISCAL IMPACT:

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

RELATIONSHIP TO 2012 STRATEGIC GOALS:

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

Respectfully submitted,

Jorge J. Rifa
City Administrator

Recommended by:

Linda Kay Olivieri
City Clerk

Approved as to form:

Eduardo Olivo
City Attorney

Attachments: Roster of Council Delegates & Alternates

AGENDA ITEM No.

22

CITY OF COMMERCE

ROSTER OF COUNCIL DELEGATES AND ALTERNATES

<u>ASSOCIATION</u>	<u>DELEGATE/ ALTERNATE</u>	<u>TERM EXPIRES</u>
<u>CALIFORNIA CITIES FOR SELF-RELIANCE JOINT POWERS AUTHORITY</u>		
Filing Required (Form 700)	Councilmember Baca Del Rio Representative	04/2013
Legal Counsel: Jimmy L. Gutierrez, Esq. Violet Topete, Secretary 12616 Central Ave. El Central Real Plaza Chino, CA 91710 Phone: (909) 591-6336 Fax: (909) 628-9803	Mayor Pro Tempore Leon Alternate	04/2013
Executive Director: Frank J. Marquez Phone: (626) 617-5894		
Meet: To be announced When: 3 rd Wednesday of month Time: 10:00 a.m.		
<u>CALIFORNIA CONTRACT CITIES ASSOCIATION</u>		
No Filing Required	Councilmember Robles Delegate	04/2013
11027 Downey Ave. Downey, CA 90241 Phone: (562) 622-5533 Fax: (562) 622-9555 www.contractcities.org	Mayor Pro Tempore Leon Alternate	04/2013
Meet: To be announced When: 3rd Wednesday of month Time: 6:00 p.m. Social Hour 7:00 p.m. Dinner		
<u>CALIFORNIA GAMING CITIES COALITION [Inactive]</u>		
No Filing Required		
City Administrator Jorge J. Rifa 2535 Commerce Way Commerce, CA 90040 Phone: (323) 722-4805	Delegate	
Meet: Commerce City Hall When: To be determined Time: To be determined	Alternate	
	City Administrator Jorge J. Rifa Delegate	

CALIFORNIA JOINT POWERS INSURANCE AUTHORITY (JPIA)

No Filing Required Form 700 if on Executive Committee or Alternate)	Councilmember Altamirano Delegate	04/2013
8081 Moody St. La Palma, CA 90623 Phone: (562) 467-8700 Fax: (562) 860-4992	Councilmember Robles Alternate (Alternate files only if Delegate is on Executive Committee)	04/2013
Meet: JPIA Office, La Palma When: 4 th Wednesday of month Time: 5:30 p.m.		

CENTRAL BASIN WATER ASSOCIATION

No Filing Required	Councilmember Baca Del Rio Delegate	04/2013
Ms. Carol Williams, Exec. Sec. 725 N. Azusa Ave. Azusa, CA 91702 Phone: (626) 815-1305 Fax: (626) 815-1303	Mayor Pro Tempore Leon Alternate	04/2013
Meet: Rio Hondo Events Center in Downey When: 1 st Thursday of February, May and November 1 st Thursday of August is an outdoor (BBQ) event, location to be announced Time: 11:30 a.m.		

CHILD CARE COUNCIL SUBCOMMITTEE

No Filing Required	Councilmember Baca Del Rio Member	04/2013
2535 Commerce Way Commerce, CA 90040 Phone: (323) 722-4805	Mayor Pro Tempore Leon Member	04/2013
Meet: City Hall Conference Room When: 4 th Wednesday of month, Quarterly – January, April, July & October (as needed) Time: 10:00 a.m.	Loretta Gutierrez Director of Community Services Member	Indefinite
	Vacant Community Development Coordinator Member	Indefinite

CITY SELECTION COMMITTEE

No Filing Required
(Mayor)

Mayor Aguilar
Delegate

04/2014

500 West Temple St., Room 383
Los Angeles, CA 90012
Phone: (213) 974-1431

Councilmember Altamirano
Alternate

04/2013

Meet: At call of Chairman for
sole purpose of selecting
members to other local
agencies (e.g. Coastal
Authority)

When:
Time:

COMMERCE REFUSE TO ENERGY AUTHORITY (CREA)

NO TERM EXPIRATION

Filing Required (Form 700)

Mayor Pro Tempore Leon
Director
(appt. 4/9/09)

Principal Executive Office:
5926 E. Sheila St.
Commerce, CA 90040

Mayor Aguilar
Director
(appt. 4/3/07)

Mail:
Ms. Kimberly S. Compton, Sec. to the Bds. of Dirs.
P.O. Box 4998
Whittier, CA 90607
Phone: (562) 699-7411
kcompton@lacs.org

City Administrator Jorge J. Rifá
Director
(appt. 1/28/08)

Meet: Commerce City Hall
When: 2nd Thursday of month
Time: 12:30 p.m.

Alex Hamilton
Assistant Dir. of Community Development
Alternate-at-large
(appt. 4/3/12)

COUNCIL FINANCE AND BUDGET OVERSIGHT COMMITTEE

Appointed by Mayor & approved by Council
No Filing Required

Participation relinquished for 2013* 04/2014
Member

2535 Commerce Way
Commerce, CA 90040
Phone: (323) 722-4805

Participation relinquished for 2013* 04/2014
Member

Meet: City Hall Conference Room
When: 2nd Tuesday of month
[Monthly (minimum)]
Time: 10:00 a.m.
[Afternoon prior to regularly
Scheduled Council meeting or TBD
as appropriate by Committee]

*Per Council action on 01/15/2013.

COUNTY SANITATION DISTRICTS OF LOS ANGELES COUNTY

Filing Required (Form 700) (Mayor)	Mayor Aguilar Director	04/2014
Ms. Kimberly S. Compton, Sec. to the Bds. of Dirs. P. O. Box 4998 Whittier, CA 90607 Phone: (562) 699-7411	Councilmember Robles Alternate (Will remain Alternate as long as he is on Council or becomes Mayor)	04/2013
Meet: 1955 Workman Mill Rd. Whittier, CA 90607		
When: 2 nd & 4 th Wednesday of month		
Time: 1:30 p.m.		

EMPLOYMENT TASK FORCE

No Filing Required	Mayor Pro Tempore Leon Member	04/2013
2535 Commerce Way Commerce, CA 90040 Phone: (323) 722-4805	Mayor Aguilar Member	04/2013
Meet: City Hall EOC		
When: Quarterly		
Time: 2:00 p.m.		

GATEWAY CITIES COUNCIL OF GOVERNMENTS (GCCOG)

Filing Required (Form 700)	Mayor Aguilar Board Representative	04/2013
Genny Cisneros c/o Gateway Cities Council of Governments 16401 Paramount Blvd. Paramount, CA 90723 Phone: (562) 663-6850 Fax: (562) 634-8216 www.gatewaycog.org	Councilmember Altamirano Alternate Board Representative	04/2013
Executive Committee (Members selected from Board of Directors):		
Meet: GCCOG Office 16401 Paramount Blvd. Paramount, CA 90723		
When: 1 st Wednesday of month		
Time: 6:00 p.m. (5:30 p.m. buffet)		
Board of Directors (Council Delegates):		
Meet: GCCOG Office 16401 Paramount Blvd. Paramount, CA 90723		
When: 1 st Wednesday of month		
Time: 6:30 p.m. (5:30 p.m. buffet)		

(GCCOG continued on next page)

GATEWAY CITIES COUNCIL OF GOVERNMENTS (GCCOG (continued))

City Manager Policy Advisory Committee
(City Administrator):

Meet: Holiday Inn
La Mirada
When: 3rd Wednesday of month
Time: 8:15 a.m.

GREATER LOS ANGELES COUNTY VECTOR CONTROL DISTRICT **TWO-YEAR TERM**

Filing Required (Form 700)
(2 year term - new appointment
accepted during term upon
resignation of Trustee) Councilmember Baca Del Rio 01/06/2014
Trustee (@ 11:59 a.m.)
No Alternate

Mr. Kenneth L. Bayless, General Manager
Ms. Abby Schaal
District Headquarters
12545 Florence Ave.
Santa Fe Springs, CA 90670
Phone: (562) 944-9656
Fax: (562) 944-7976
www.glacvcd.org

Meet: District Headquarters
When: 2nd Thursday of month
Time: 7:00 p.m.

I-5 CONSORTIUM

No Filing Required Mayor Aguilar 04/2013
Delegate
Ernie V. Garcia, City Manager
[Contact Adriana Figueroa in Administration] Mayor Pro Tempore Leon 04/2013
Norwalk City Hall **Alternate**
12700 Norwalk Blvd.
Norwalk, CA 90650
Phone: (562) 929-5700

Policy Board Meeting (Council & City
Manager **Delegates**):

Meet: Norwalk City Hall, Rm 4
When: 4th Monday, every month
Time: 2:00 p.m.

Administrative Entity (City Managers
only):

Meet: Norwalk City Hall, Rm 3
When: 2nd Wednesday, every month
Time: 3:30 p.m.

(I-5 Consortium continued on next page)

I-5 CONSORTIUM (continued)

Steering Committee (La Mirada,
Santa Fe Springs & Norwalk)

Meet: Norwalk City Hall
When: Last Friday of month
Time:

I-710 EIR/EIS PROJECT COMMITTEE

No Filing Required

Councilmember Robles
Member 04/2013

Genny Cisneros
c/o Gateway Cities Council of Governments
16401 Paramount Blvd.
Paramount, CA 90723
Phone: (562) 663-6850
Fax: (562) 634-8216

Councilmember Altamirano
Alternate 04/2013

Meet: Gateway Cities Office
16401 Paramount Blvd.
Paramount, CA 90723
or to be determined
When: 5th Thursday of months containing
five Thursdays
Time: 6:30 pm

LEAGUE OF CALIFORNIA CITIES

No Filing Required

Mayor Pro Tempore Leon
Delegate 04/2013

Los Angeles Division, Gateway Cities
Kristine Guerrero, Regional Manager
P.O. Box 3482
Lakewood, CA 90711
Phone 626-716-0076
Fax:
E-mail: kguerrero@cacities.org
www.cacities.org

Councilmember Baca Del Rio
Alternate 04/2013

Meet: Luminaras Restaurant
3500 Ramona Blvd.
Monterey Park, CA 91754
When: 1st Thursday of month
Time: 6:30 p.m. Social Hour
7:00 p.m. Dinner

**LOS ANGELES GATEWAY REGION INTEGRATED REGIONAL WATER
MANAGEMENT JOINT POWERS AUTHORITY BOARD** **TWO-YEAR TERM**

Filing Required (Form 700) City Administrator Jorge J. Rifá 04/2013
Governing Board Member

Clearwater Building
16401 Paramount Blvd.
Paramount, CA 90723
Phone: 562-904-2180
Fax: 562-923-6388
Attn: Grace J. Kast
Executive Officer
gracekast.gateway@gmail.com

Meet: Clearwater Building
2nd Floor
16401 Paramount Blvd.
Paramount, CA 90723

When: 2nd Thursday of month
Time: 12:00 p.m.

Gina Nila
Environmental Services Manager 04/2013
Designated Representative

NATIONAL LEAGUE OF CITIES

No Filing Required Mayor Pro Tempore Leon 04/2013
Delegate

1301 Pennsylvania Ave., N.W.
Washington, D.C. 20004
Phone: (202) 626-3105

TBD if necessary 04/2013
Alternate

Conference Registration:
Ralph Whitener Co.
Dulles International Airport
P.O. Box 17413
Washington, D.C. 20041
Phone: (202) 626-3100

Meet: To be announced
When: Varies
Time:

SOUTHEAST COMMUNITY DEVELOPMENT CORPORATION (SCDC)

Continuation of membership to be determined by Council at future meeting.

No Filing Required 04/2013
Delegate (Councilmember or staff member)

Cesar Zaldivar-Motts, Executive Director
2965 E. Gage Ave.
Huntington Park, CA 90255
Mail: P.O. Box 327
Huntington Park, CA 90255

Asst. Dir. of Community Development 04/2013
Alternate (for Councilmember Delegate)

Phone: (323) 585-4579
Fax: (323) 585-0833
E-mail: mottscz@scdcorp.org

(SCDC continued on next page)

SOUTHEAST COMMUNITY DEVELOPMENT CORPORATION (SCDC) (continued)

Meet: To be announced, rotated quarterly
When: 4th Thursday of month
Time: 3:30 p.m.

SOUTHEAST WATER COALITION JOINT POWERS AUTHORITY

Filing Required (Form 700) Councilmember Altamirano 04/2013
Delegate

MAILING ADDRESS: Arturo Cervantes Councilmember Robles 04/2013
Director of Public Works **Alternate**
City of Pico Rivera

6615 Passions Boulevard
Pico Rivera, CA 90660
Attn: Gladis Deras
Phone: (562) 801-4351
Fax: (562) 949-2525
E-mail: gderas@pico-rivera.org

Ralph H. Webb
5981 Midiron Circle
Huntington Beach, CA 92649
Phone: (714) 840-5338
Cell: (714) 333-5898
Fax: (866) 220-4649
E-mail: rwebb@tfgnet.com
rwebb@socal.rr.com

The Ferguson Group
1130 Connecticut Ave., N.W., Ste 200
Washington, D.C. 20036
Phone: (202) 331-8500
Fax: (202) 331-1598
Website: www.fergusongroup.us

Policy Board Meeting (Council & City
Manager Delegates):

Meet: Town Center Hall
Social Hall
11740 Telegraph Road
Santa Fe Springs, CA
When: 1st Thursday every-even month
Time: 7:00 p.m.

Administrative Entity (City Managers or designee
only, no Councilmembers) City Administrator Jorge J. Rifá
Designated Member

Filing Required (Form 700) Danilo Batson
Assistant Dir. of Public Services
Designated Alternate

Meet: Town Center Hall
11740 Telegraph Road
Santa Fe Springs, CA
When: 3rd Wednesday of every odd month
Time: 12:00 p.m.

SOUTHERN CALIFORNIA ASSOCIATION OF GOVERNMENTS (SCAG)

Filing Required (Form 700)

Councilmember Robles 04/2013
General Assembly Representative

818 West 7th Street
12th Floor
Los Angeles, CA 90017
Phone: (213) 236-1800

Councilmember Baca Del Rio 04/2013
General Assembly Alternate

Meet: To be announced
When: Once a year/Announced
Time:

COMMERCE REFUSE TO ENERGY AUTHORITY

MEMBERS

Chairperson	Mayor Joe Aguilar City of Commerce (appt. 4/3/07)
Vice Chairperson	Robert Cormack (County Sanitation Districts of Los Angeles County appointee)
Directors	Mayor Pro Tempore Lilia R Leon City of Commerce (appt. 4/9/09) City Administrator Jorge J. Rifá City of Commerce (appt. 1/28/08) Mike Mendez (County Sanitation Districts of Los Angeles County appointee) Jim Stahl County Sanitation Districts of Los Angeles County
Alternate-at-large	Alex Hamilton Assistant Dir. of Community Development City of Commerce (appt. 4/3/2012)
Alternate Councilmember	Ken Cleveland (County Sanitation Districts of Los Angeles County appointee)
Alternate – County Sanitation Districts of Los Angeles County	Grace Chan Chief Engineer County Sanitation Districts of Los Angeles County
Secretary/Treasurer	Kimberly S. Compton County Sanitation Districts of Los Angeles County

cc: City Council
Jorge J. Rifa
Rebecca Kuhn
Rose Cervantes
Fernando Mendoza

Alex Hamilton
Danilo Batson
Gina Nila
Loretta Gutierrez

03/28/2013

DELEGATE ROSTER.DOC