

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

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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, SEPTEMBER 3, 2013 – 6:30 P.M.

CALL TO ORDER

Mayor/Chairperson Aguilar

PLEDGE OF ALLEGIANCE

Beatriz Sarmiento
Director of Library Services

INVOCATION

Councilmember/Board Member Altamirano

ROLL CALL

Deputy City Clerk Alexander

APPEARANCES AND PRESENTATIONS

1. Commendation- Honoring Danilo Batson for His Service to the City of Commerce

The **City Council** will present a Commendation honoring Danilo Batson for his service to the City of Commerce as Assistant Director of Public Services.

2. Certificate of Recognition -- Honoring Andrea E. Perez, Local Teen Artist

At the request of Councilmember Baca Del Rio, the **City Council** will present a Certificate of Recognition to student-artist Andrea Perez, a local teen, on her acceptance to the prestigious Los Angeles County High School for the Arts (LACHSA), and for the selection of one of her artworks that was used for the cover of the 2012-2013 Rosewood Park School yearbook.

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.

3. Approval of Warrant Register Nos. 28A, 3A and 3B

The **City Council and Successor Agency** will consider for approval, respectively, the bills and claims set forth in Warrant Registers No. 28A, dated September 3, 2013, and No. 3A, dated September 3, 2013, and 3B for the period August 21, 2013 to August 29, 2013.

4. Commendation – Honoring Linda Kay Olivieri Upon Her Retirement

The **City Council** will consider for approval a Commendation honoring Linda Kay Olivieri, upon her retirement from the City of Commerce.

5. Proclamation - "National Preparedness Month"

The U.S. Department of Homeland Security and other agencies have proclaimed the month of September 2013, as "National Preparedness Month." The purpose of this designation is to promote basic steps that all Americans can take to prepare for emergencies. The City of Commerce is committed to increase public awareness for its Community regarding procedures to follow during any emergency or disaster.

The **City Council** will consider proclaiming the month of September 2013, as "National Preparedness Month" in the City of Commerce.

6. Amendment to the Personnel Classification and Compensation Plan

The **City Council** will consider for approval an Amendment to the Personnel Classification and Compensation Plan revising the Classification Specifications for City Clerk and Recreation Manager; and adding the new classification of Recreation Coordinator.

CONCURRENT REGULAR COUNCIL/SUCCESSOR AGENCY AGENDA

09/3/2013 – 6:30 p.m.

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7. A Resolution of the City Council of the City of Commerce, California, Approving a Contract With Geosyntec Consultants, Inc. to Revise the City's Industrial and Commercial Facilities Program and to Perform Routine Site Assessments for Stormwater Compliance as Required by the National Pollutant Discharge Elimination System (NPDES) Permit, Order No. R4-2012-0175

The **City Council** will consider for approval and adoption a proposed Resolution approving a contract with Geosyntec Consultants, Inc., to revise the City's Industrial and Commercial Facilities Program and to perform routine site assessments for stormwater compliance as required by the National Pollutant Discharge Elimination System (NPDES) Permit, Order No. R4-2012-0175.

8. A Resolution of the City Council of the City of Commerce, California, Approving a Professional Services Agreement with JM Diaz, Inc., for Design and Engineering Services for City Project No. 1305 - Telegraph Road Street Improvement Project

The **City Council** will consider for approval and adoption a proposed Resolution approving a Professional Services Agreement with JM Diaz, Inc., for design and engineering services for City project No. 1305 - Telegraph Road Street Improvement Project.

9. A Resolution of the City Council of the City of Commerce, California, Approving the Fourth 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 Fourth amendment to the Professional Services Agreement for design and engineering services with RBF Consulting for the Washington Boulevard Widening and Reconstruction project.

10. A Resolution of the City Council of the City of Commerce, California, Authorizing Additional Expenditures Related to the Completion of All Work Performed Under the Bristow Park Neighborhood Street Rehabilitation Project

The **City Council** will consider for approval and adoption a proposed Resolution authorizing additional expenditures related to the completion of all work performed under the Bristow Park Neighborhood Street Rehabilitation Project.

PUBLIC HEARINGS

11. Public Hearing – A Resolution of the City Council of the City of Commerce, California, Adopting An Amendment to Section 3.5.2, Table 3-1, Table 3-2, and Section 3.5.4.7 of the City of Commerce General Plan

The **City Council** will conduct a public hearing on, and thereafter consider for approval and adoption a proposed Resolution adopting an Amendment to Section 3.5.2, Table 3-1, Table 3-2, and Section 3.5.4.7 of the City of Commerce General Plan.

12. Public Hearing -- An Ordinance of the City Council of the City of Commerce, California, Amending Title 19 ("Zoning") of the Commerce Municipal Code, Changing the Title of Chapter 19.13, and Amending Section 19.13.010 (Intent and Purpose), Section 19.13.020 (Use Regulations), Table 19.13.020A (Permitted Uses), Section 19.13.030 (Development Standards), Table 19.13.030A (Development Standards),

Table 19.13.040A (Permitted Projections into Required Open Space), and Section 19.13.070 (Other Applicable Regulations) – First Reading

The **City Council** will consider for first reading a proposed Ordinance amending Title 19 (“Zoning”) of the Commerce Municipal Code, changing the title of Chapter 19.13, and amending Section 19.13.010 (Intent and Purpose), Section 19.13.020 (Use Regulations), Table 19.13.020A (Permitted Uses), Section 19.13.030 (Development Standards), Table 19.13.030A (Development Standards), Table 19.13.040A (Permitted Projections Into Required Open Space), and Section 19.13.070 (Other Applicable Regulations).

SCHEDULED MATTERS

13. Council Consideration of Special Investigation

At the request of Mayor Pro Tempore Leon, the **City Council** will consider, and take the appropriate action as may be deemed necessary with respect to, authorizing an investigation of an anonymous written complaint letter read into the record during Public Comment portion of the July 16, 2013, Concurrent Regular City Council and Successor Agency meeting agenda.

At its meeting of August 20, 2013, the City Council continued this item.

14. Camp Commerce City Council VIP Cabin Use

At the request of Councilmember Robles, the **City Council** will consider, and take the appropriate action as deemed necessary with respect to, the City’s Policy regarding the Council use of the VIP cabin in Camp Commerce, the use of the cabins on a fee-basis and use only during regular scheduled sessions.

At its meeting of August 20, 2013, the City Council continued this item.

15. Commission and Committee Appointments

The **City Council** will make the appropriate appointments to the following Commission and Committee: Library Commission and I-710 Local Advisory Committee (Ad Hoc).

16. Selection of Firm to Conduct Organizational Assessment of the Public Works and Development Services Department

The **City Council** will consider, and take the appropriate action as may be deemed necessary with respect to, the selection of Kelly Associates Management Group, to conduct an Organizational Assessment of the Public Works and Development Services Department.

ORDINANCES AND RESOLUTIONS

17. An Ordinance of the City Council of the City of Commerce, California Amending Section 2.04.080 (“Powers and Duties”) of Title 2 (“Administration and Personnel”) of the Commerce Municipal Code – First Reading

The **City Council** will consider for first reading a proposed Ordinance amending Section 2.04.080 (“Powers and Duties”) of Title 2 (“Administration and Personnel”) of the Commerce Municipal Code.

18. A Resolution of the City Council of the City of Commerce, California, Approving a Professional Services Agreement with PCR to Assist Staff with Review of Environmental Documentation in Compliance with CEQA for the Proposed Commerce Retail Center Project at the Southwest Corner of Atlantic Boulevard and Washington Boulevard

The **City Council** will consider for approval and adoption a proposed Resolution approving a Professional Services Agreement with PCR to assist staff with review of environmental documentation in compliance with CEQA for the proposed Commerce Retail Center Project at the southwest corner of Atlantic Boulevard and Washington Boulevard.

19. A Resolution of the Successor Agency to the Commerce Community Development Commission, Authorizing a New Environmental Site Liability Insurance Policy for 5675 Telegraph Road Including the Addition of 5710 Smithway Street in Accordance with the Disposition and Development Agreement dated June 30, 2003

The **Successor Agency** will consider for approval and adoption a proposed Resolution authorizing a new Environmental Site Liability Insurance policy for 5675 Telegraph Road including the addition of 5710 Smithway Street in accordance with the Disposition and Development Agreement dated June 30, 2003.

CIP PROGRESS REPORT – None

I-710 LOCAL ADVISORY COMMITTEE UPDATE – None

RECESS TO CLOSED SESSION – No Items

ADJOURNMENT

Adjourn to Tuesday, September 10, 2013, at 3:30 p.m. in the 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: September 3, 2013

TO: HONORABLE CITY COUNCIL

FROM: CITY ADMINISTRATOR

SUBJECT: COMMENDATION- HONORING DANILO BATSON FOR HIS SERVICE TO THE CITY OF COMMERCE AS ASSISTANT DIRECTOR OF PUBLIC SERVICES

RECOMMENDATION:

Approve Commendation for city employee Danilo Batson, Assistant Director of Public Works.

MOTION:

Move to approve the recommendation.

BACKGROUND:

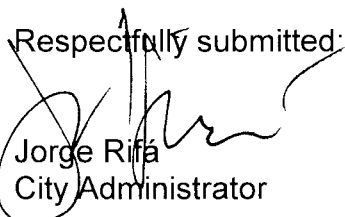
Danilo Batson was hired as an Assistant Director of Public Services on March 26, 2007. He has Bachelor degrees in Economics and Sociology from Stanford University in Stanford CA. Prior to joining the City of Commerce Mr. Batson worked for the City of Riverside as a Field Service Operations Manager from January 2005 to March 2007. Prior to accepting a promotion with the City of Riverside he worked for the City of Glendale as a Senior Street Maintenance Supervisor.

FISCAL IMPACT:

There is no fiscal impact associated with this agenda item report.

RELATIONSHIP TO 2012 STRATEGIC GOALS:

This agenda item is not applicable to a specific 2012 strategic goal.

Respectfully submitted:

Jorge Rifa
City Administrator

**COMMENDATION OF THE CITY COUNCIL
OF THE CITY OF COMMERCE
HONORING
DANILO BATSON
ASSISTANT DIRECTOR OF PUBLIC SERVICES
FOR HIS EXCEPTIONAL SERVICE
TO THE CITY OF COMMERCE**

Whereas, Danilo Batson has earned a well-deserved reputation for integrity and hard work as the Assistant Director of Public Services in the City of Commerce; and

Whereas, Danilo Batson was assigned to oversee the operation and maintenance of the city water system, street cleaning, refuse collection and recycling services, tree maintenance, street and sidewalk maintenance, sanitary sewers and industrial waste and storm drains; and

Whereas, Danilo Batson, continuously went above and beyond the scope of his assigned duties to include proposing new and innovative ideas and practices Citywide; and

Whereas, Danilo Batson who holds a Bachelor of Arts Degree in Economics and a Bachelor of Arts Degree in Sociology from Stanford University generously shared his knowledge and expertise to benefit the City and the projects he worked on; and

Whereas, Danilo Batson also brought extensive community development and public service experience from his tenure as a Senior Street Maintenance Supervisor in the City of Glendale and as a Field Service Operations Manager in the City of Riverside; and

Whereas, Danilo Batson is a member of the esteemed American Public Works Association (APWA) and a member of the Administrative Entity of Southeast Water Coalition; and

Whereas, Danilo Batson's dedication and professionalism earned him the respect of the Commerce City Council, the Industrial Council Chamber of Commerce, the City's civic and service organizations and residents who all acknowledge and admire his integrity, sound judgment and character:

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF COMMERCE IS HONORED TO COMMEND DANILO BATSON FOR HIS DEDICATED SERVICE TO THE SAFETY AND BEAUTIFICATION OF THE CITY OF COMMERCE. HIS NOTEWORTHY EFFORTS HAVE ENSURED THAT THE CITY OF COMMERCE WILL CONTINUE TO BE A GREAT PLACE FOR FAMILIES AND BUSINESSES TO GROW. WE GREATLY APPRECIATE HIS DEDICATED SERVICE AND WISH HIM THE VERY BEST IN HIS FUTURE ENDEAVORS.

Signed this 3rd day of September, 2013

ATTEST:

Joe Aguilar
Mayor

Victoria Alexander
Deputy City Clerk



AGENDA REPORT

MEETING DATE: September 3, 2013

TO: HONORABLE CITY COUNCIL
FROM: CITY ADMINISTRATOR
SUBJECT: CERTIFICATE OF RECOGNITION HONORING ANDREA E. PEREZ,
LOCAL TEEN ARTIST

RECOMMENDATION:

At the request of Councilmember Baca Del Rio, the **City Council** will present a Certificate of Recognition to student-artist Andrea Perez, a local teen, on her acceptance to the prestigious Los Angeles County High School for the Arts (LACHSA), and for the selection of one of her artworks that was used for the cover of the 2012-2013 Rosewood Park School yearbook.

MOTION:

City Council discretion.

BACKGROUND:

Local teen artist Andrea Perez's acceptance into LACHSA's Visual Arts Department is a significant accomplishment. Although nearly 200 young artists auditioned, Andrea was one of 35 students accepted into the program.

Andrea's family and community played an important role by providing a solid educational foundation and instilling a sense of community pride. Recently, Rosewood Park School Principal Robert Cornejo selected one of Andrea's artworks entitled "Preserving Our Planet" as the cover art for the Rosewood Park School 2012-2013 yearbook.


FISCAL IMPACT:

There is no fiscal impact associated with this agenda item report.

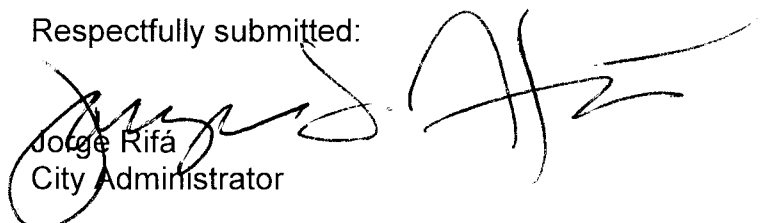
RELATIONSHIP TO 2012 STRATEGIC GOALS:

This agenda report is not applicable to a specific 2012 strategic goal.

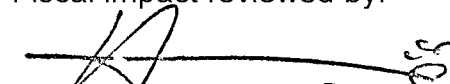
Prepared by:


Fernando Mendoza
Deputy City Administrator

Respectfully submitted:


Jorge Rifa
City Administrator

Fiscal impact reviewed by:


Vilko Domic
Finance Director

Approved as to form:


Eduardo Olivo
City Attorney

The Commerce City Council
Commends

Andrea Perez

On her acceptance to the Los Angeles County High School for the Arts and for her inspiring work of art entitled "Preserving Our Planet" that served as the cover art for the Rosewood Park School 2012-2013 yearbook. We wish you continued growth and success as a student and budding artist.

Congratulations,

Mayor Joe Aguilar
Presented this 3rd Day of September, 2013



AGENDA REPORT

MEETING DATE: September 3, 2013

TO: HONORABLE CITY COUNCIL
FROM: CITY ADMINISTRATOR
SUBJECT: RETIREE COMMENDATION

RECOMMENDATION:

Approve Retirement Commendation for city employee Linda Kay Olivieri, City Clerk.

MOTION:

Move to approve the recommendation.

BACKGROUND:

Linda Kay Olivieri was hired to join the City of Commerce as a Part – Time Library Page on December 28, 1970. She worked various positions in the Library department and transferred to the City Clerk office as a deputy City Clerk on March 23, 1982. Ms. Olivieri was promoted to City Clerk effective November 3, 1986. In August 2006 Ms. Olivieri was assigned to the position of City Administrator on an acting basis until January 2008. In January 2008 Ms. Olivieri returned to the position title of City Clerk. Ms. Olivieri retired from the City of Commerce on July 7, 2013 after serving approximately 42.5 years of service.

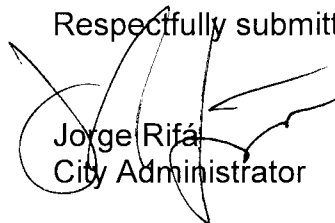
FISCAL IMPACT:

There is no fiscal impact associated with this agenda item report.

RELATIONSHIP TO 2012 STRATEGIC GOALS:

This agenda item is not applicable to a specific 2012 strategic goal.

Respectfully submitted:


Jorge Rifa
City Administrator

**COMMENDATION OF THE CITY COUNCIL
OF THE CITY OF COMMERCE
HONORING
LINDA KAY OLIVIERI
CITY CLERK ON THE OCCASION OF HER RETIREMENT
AND FOR 42 YEARS OF EXCEPTIONAL SERVICE
TO THE CITY OF COMMERCE**

Whereas, Linda Kay Olivieri is a former resident who, while growing up in Commerce developed an enduring sense of love and commitment to the Model City; and

Whereas, Linda Kay Olivieri humbly began her storied and successful career with the City of Commerce on December 28, 1970 as a part-time library page; and

Whereas, Linda Kay Olivieri held titles that included library clerk and deputy city clerk before being named 'City Clerk' in 1986, a capacity in which she honorably served the City of Commerce for more than 25 years; and

Whereas, Linda Kay Olivieri is a consummate professional who took great pride in her work as the City Clerk, earning accreditation as a certified municipal clerk and master municipal clerk, as well as earning a law degree, all of which enhances her service to the City; and

Whereas, Linda Kay Olivieri was appointed Acting City Administrator in August of 2006 by the Commerce City Council, a capacity in which she served until January of 2008, because of her sterling reputation, professionalism and deep knowledge of the organization; and

Whereas, Linda Kay Olivieri served as the City's human 'Wikipedia' database during city council meetings thanks to her flawless memory and vast knowledge of Commerce history, which allowed her to recall events from decades ago in specific detail; and

Whereas, Linda Kay Olivieri's strong character and exemplary work ethic has left a profound and lasting impact on the organization, the people and the community she served so proudly, unfailingly and honorably:

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF COMMERCE IS HONORED TO COMMEND LINDA KAY OLIVIERI ON THE OCCASION OF HER RETIREMENT AND FOR 42 YEARS OF EXCEPTIONAL SERVICE TO THE CITY OF COMMERCE. THE CITY IS GRATEFUL FOR HER MANY CONTRIBUTIONS AND UNPARALLELED COMMITMENT TO THE CITY. WE WISH YOU THE BEST IN YOUR RETIREMENT.

Signed this 3rd day of September, 2013

ATTEST:

Joe Aguilar
Mayor

Victoria Alexander
Deputy City Clerk



AGENDA REPORT

DATE: September 3, 2013

TO: HONORABLE CITY COUNCIL
FROM: CITY ADMINISTRATOR
SUBJECT: A PROCLAMATION DESIGNATING THE MONTH OF
SEPTEMBER 2013 AS "NATIONAL PREPAREDNESS MONTH"

RECOMMENDATION:

Approve a Proclamation to proclaim the month of September 2013 as "National Preparedness Month."

MOTION:

Approve the recommendation.

BACKGROUND:

The U.S. Department of Homeland Security, American Red Cross, American Prepared Campaign, National Association of Broadcasters, U.S. Department of Education have proclaimed the month of September 2013, as National Preparedness Month. The City of Commerce Emergency Preparedness Program is dedicated and committed to the safety and security of its residents, business community and employees. In the past nineteen years, the Program has included education, training and emergency resources for the City of Commerce Community and Employees. The City values the importance of increasing public awareness of procedures to follow during any emergency or disaster.

ANALYSIS:

The City of Commerce Emergency Preparedness Program will continue to educate, train and exercise its emergency resources in keeping with the City of Commerce commitment to be prepared for any emergency. The month of September 2013 has been declared by our nation as National Preparedness Month. However, the City of Commerce Emergency Preparedness Program believes that every month is Preparedness Month.

The City of Commerce continues its commitment to enhance the knowledge and awareness of the community and employees by continuously providing proper training and information on emergency preparedness. Efforts to increase public awareness regarding procedures to follow during any emergency disaster are currently being made by distributing tri-pamphlets and emergency cards to city residents, introducing CERT refresher courses to CERT members, and assisting local companies and agencies with emergency action and evacuation plans, drills, and other pertinent emergency preparedness information that remains vital for their safety and well-being.

FISCAL IMPACT:

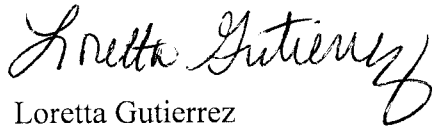
This activity can be carried without additional impact to the current operating budget.

RELATIONSHIP TO 2012 STRATEGIC GOALS:

This report relates to the 2012 strategic planning goal: "Protect and Enhance the Quality of Life in the City of Commerce," as it addresses a community public safety issue of concern.

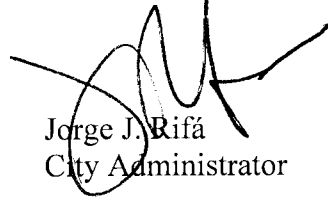
This proposed Resolution is not connected to any specific 2012 strategic goal objective.

Recommended by:



Loretta Gutierrez
Director of Safety and Community Services

Respectfully submitted,



Jorge J. Rifá
City Administrator

Agenda 2013-16 Proclamation Nat'l Preparedness Month Sept 2013

**A Proclamation of the City Council of the
City of Commerce
Designating the Month of September 2013
As
NATIONAL PREPAREDNESS MONTH**

WHEREAS, the U.S. Department of Homeland Security, American Red Cross, American Prepared Campaign, The National Association of Broadcasters, and The U.S. Department of Education have proclaimed the month of September 2013, as "National Preparedness Month"; and

WHEREAS, during "National Preparedness Month" the City of Commerce along with The Department of Homeland Security and its coalition partners will promote the basic steps all Americans can take to prepare for emergencies by educating, training and preparing the communities within the City of Commerce; and

WHEREAS, lifesaving procedures and techniques will be highly emphasized during the month of September as the Governor's Office of Emergency Services, with the assistance of city and county emergency services offices and other governmental agencies, service organizations, educational institutions, businesses and Neighborhood Watch groups, and the California State Department of Homeland Security, provides emergency preparedness information to citizens throughout the state; and

WHEREAS, the information provided by the City of Commerce Emergency Preparedness Office, "National Emergency Preparedness Month" should increase public awareness regarding procedures to follow during any emergency disaster; and

WHEREAS, this important safety information should be studied and observed throughout the year in order to reduce injuries, loss of life and property damage during an emergency or disaster;

NOW THEREFORE, I, Joe Aguilar, Mayor of the City of Commerce, do hereby proclaim the month of September 2013, as "National Preparedness Month" and encourage all citizens and employees to enhance their knowledge and awareness of proper safety measures to follow before, during, and after an emergency or disaster.

PASSED AND ADOPTED this _____ day of _____, 2013.

By: _____
Joe Aguilar, Mayor

ATTEST:

Victoria M. Alexander
Deputy City Clerk



AGENDA REPORT

MEETING DATE: September 3, 2013

TO: HONORABLE CITY COUNCIL

FROM: CITY ADMINISTRATOR

SUBJECT: PROPOSED AMENDMENT TO THE PERSONNEL CLASSIFICATION AND COMPENSATION PLAN TO REVISE THE CLASSIFICATION SPECIFICATION FOR CITY CLERK AND RECREATION MANAGER; AND ADDING THE NEW CLASSIFICATION SPECIFICATION OF RECREATION COORDINATOR

RECOMMENDATION:

City staff is recommending the City Council amend the Classification and Compensation Plan by revising the classification specification for Recreation Manager and City Clerk; and to approve the new job classification specification and salary schedule for Recreation Coordinator.

MOTION:

Move to approve the recommendation.

BACKGROUND:

The classification specifications for Recreation Manager and City Clerk currently exist within the City's classification plan. The classification of Recreation Manager was recently reviewed by both City staff and the CCEA and has been revised to better reflect the anticipated duties of this position. Revisions are also being proposed for the City Clerk position prior to filling this vacancy. Staff is recommending revisions to the City Clerk classification specification to reflect the duties that have changed or been reassigned (the removal of Risk Management) and reflect that this position will administratively report to the City Administrator.

Additionally, as part of the 2013-14 Budget adoption process, staff proposed a new position, Recreation Coordinator. Staff is recommending the City Council approve the new classification specification for Recreation Coordinator and authorize the appropriate salary schedule to this position.

ANALYSIS:

Personnel Policy and Procedure's *Employee Positions* provides the procedure for implementing or revising the City of Commerce Classification Plan within the City's workforce. The Recreation Manager is a new position that will replace the prior position of Senior Recreation Supervisor. The position was originally approved by the City Council on July 2, but staff and the CCEA Board identified several issues with the classification specification that needed revision before a recruitment could be conducted.

The current City Clerk vacancy required a transfer of the Risk Management function to Human Resources. Additionally, staff has proposed the City Clerk administratively report to the City Administrator.

Staff is also recommending the City Council approve the creation of the new position of Recreation Coordinator. This full-time permanent position will provide invaluable assistance to the Recreation Department by coordinating various recreation programs and special events. Staff is recommending the salary level be set at Range 19.5 (\$3,960.657 - \$4,827.266).

FISCAL IMPACT/ALTERNATIVES:

The funding for the two Parks and Recreation positions were approved as part of the 2013-14 budget process. The Parks & Recreation Director presented an extensive review of the department's staffing level prior to the economic downturn and PARS retirements and explained what his recommendations are to keep service levels at an optimum going forward.

The funding for the City Clerk position was approved as part of the 2013-14 budget process.

Prepared by:



Michael A. Casalou
Director of Human Resources

Respectfully submitted by,



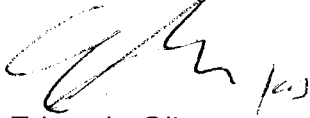
Jorge Rifa
City Administrator

Budget Impact Reviewed by:



Vilko Domic
Director of Finance

Approved as to Form:



Eduardo Olivo
City Attorney



City of Commerce

CITY CLERK

Department: **City Clerk**

Class Code:

1015

Revised Date:

FLSA Status:

Exempt

GENERAL PURPOSE: Under the supervision of the City Administrator, serves as City Clerk for the City of Commerce and performs the full duties of the office as defined by law; performs technical, legal and administrative duties in managing the official records of the City, maintaining the required historical municipal data, and conducting municipal elections; assures technical compliance with City and state regulations.

PRIMARY DUTIES AND RESPONSIBILITIES:

*The following duties **ARE NOT** intended to serve as a comprehensive list of all duties performed by all employees in this classification, only a representative summary of the primary duties and responsibilities. Incumbent(s) may not be required to perform all duties listed and may be required to perform additional, position-specific duties.*

- Plans, manages and coordinates the operations of the City Clerk's office; assures official City activities are in compliance with Federal, state, and City policies and practices.
- Reviews, approves, compiles, prepares and distributes public meeting information packets; directs the technical preparation, recordation and transcribing of proceedings during special and regular meetings and public hearings of the City Council, Boards and Commissions; attends meetings and assures completion of required follow-up on meeting action items.
- Reviews, and prepares meeting agendas, ordinances, resolutions, agreements and supporting documentation, and assures the proper technical approvals and distribution.
- Reviews and approves official documents, adopted Resolutions, Ordinances and meeting minutes.
- Acts as official custodian of records, and assures the accuracy of technical files and official records; directs the City records management program, and assures City records management program is in compliance with California statutes.
- Manages the publication of official notices, agendas, ordinances and resolutions; receives, processes and responds to legal and technical documents and requests for information.
- Plans and conducts City elections, and maintains election records.
- Provides administrative support and special research functions for the City Council, Boards and Commissions, other government agencies and the general public.
- Collects technical and administrative information and compiles data for reports; prepares and distributes regular and special reports; identifies and researches compliance issues, and recommends solutions.
- Supervises assigned staff; prioritizes and assigns tasks and projects; meets regularly with staff to resolve workload and technical issues; monitors work and evaluates work performance.
- Coordinates communications between the City Council and other City departments; clarifies issues relating to City Council meetings and formal meeting procedures; assists departments as needed.
- Assures the absolute confidentiality of privileged and confidential records and information.
- Monitors and reviews trends in municipal government issues, and recommends procedural changes.
- Accepts claims and litigation filed against the City; serves as Filing Official for conflict of interest statements and campaign statements.

JOB DESCRIPTION

Job Description - City Clerk 9-3-13.doc

MINIMUM QUALIFICATIONS:

Education and Experience:

Bachelor's Degree in Public or Business Administration, Political Science or related field; AND five years progressively responsible experience in a municipal or county clerk's office, preferably in California.

Required Licenses or Certifications:

- Must possess a valid California Driver's License. Registration as a Certified Municipal Clerk is preferred;

Required Knowledge of:

- City organization, operations, policies and procedures.
- Federal, state and City laws, statutes, and ordinances governing City operations and open meetings.
- Principles and practices of records retention, record keeping, and municipal contract administration.
- Municipal election process and regulations.
- City ordinances, codes, policies, resolutions, and agreements.
- Legal, ethical and professional rules of conduct for public sector employees and elected officials.

Required Skill in:

- Analyzing technical and statutory issues, evaluating alternatives, and making decisions based on findings.
- Understanding and applying statutory standards and procedures, and applicable Federal rules and regulations.
- Reviewing, correcting and maintaining complex and extensive records.
- Investigating, analyzing and resolving complex and sensitive issues and complaints.
- Assuring the City's compliance with all laws, regulations, and rules.
- Supervising staff, and delegating tasks and authority.
- Assessing and prioritizing multiple tasks, projects and demands.
- Operating a personal computer utilizing standard and specialized software.
- Establishing and maintaining effective working relationships with other City employees, public officials, government agency representatives, and the public.
- Effective verbal and written communication.

Physical Demands / Work Environment:

- Work is performed in a standard office environment.



City of Commerce

Recreation Manager

Department: **Parks & Recreation**

Class Code:

5605

Revised Date:

FLSA Status:

Non-Exempt

GENERAL PURPOSE: Under general supervision, participates in the development, administration, and evaluation of recreation programs; plans and organizes recreation activities and supervises personnel.

PRIMARY DUTIES AND RESPONSIBILITIES:

The following duties ARE NOT intended to serve as a comprehensive list of all duties performed by all employees in this classification, only a representative summary of the primary duties and responsibilities. Incumbent(s) may not be required to perform all duties listed and may be required to perform additional, position-specific duties.

- Plans, develops, organizes, supervises and evaluates recreation divisions, programs and city-wide events.
- Participates in the selection, training and evaluation of employees.
- Coordinates and manages budget preparation, administration and expenditure control.
- Schedules activities and supervises the preschool program.
- Assesses program participation, hours of operation and performance in determining community needs and priorities.
- Conducts facility inspections and reviews activity reports.
- Makes recommendations for program changes that have an overall affect on services offered to the community.
- Makes presentations and prepares precise reports.
- Performs special assignments.
- Performs related duties as required.

MINIMUM QUALIFICATIONS:

Education and Experience:

Equivalent to a Bachelor's Degree with a major in recreation administration, physical education, or a related field; AND six years supervisory experience in planning, organizing and supervising a variety of sports, recreation, and arts and crafts programs.

Required Licenses or Certifications:

- Must possess a valid California Driver's License, and First Aid CPR AED certifications. Required to pass a background investigation; may be required to obtain specific training and technical certifications.

Required Knowledge of:

- City organization, operations, policies and procedures.
- State and Federal statutes, rules, codes, regulations and resources for Recreation programs.
- Principles and practices of recreation program development and administration.
- Principles and practices of administrative management, including personnel rules, cost accounting, budgeting, procurement, and employee supervision.
- Policies, rules and regulations governing the conduct and safety of parks and recreation programs and facilities.
- Techniques and protocols for researching online technical databases.
- Business computers, and specialized software applications for management of parks and recreation systems.
- Record keeping and file maintenance principles and procedures.

Required Skill in:

- Interpreting and applying Parks and Recreation standards and City policies and procedures.
- Assessing community needs and developing solutions.
- Developing, coordinating and conducting recreation programs and activities.
- Planning, organizing, and coordinating the work of professional, technical and clerical personnel.
- Analyzing problems, identifying alternative solutions, projecting the consequences of proposed actions, and implementing recommendations in support of Department goals.
- Using initiative and independent judgment within established procedural guidelines.
- Assessing and prioritizing multiple tasks, projects and demands.
- Establishing and maintaining cooperative working relationships with City employees, officials, and representatives from other local, state and Federal agencies.
- Effective verbal and written communication.

Physical Demands / Work Environment:

- Work is performed in a Recreation Center and a standard office environment.



City of Commerce

Recreation Coordinator

Department: **Parks & Recreation**

Class Code:

Revised Date:

FLSA Status:

Non-Exempt

GENERAL PURPOSE: Under general supervision, plans, organizes, coordinates and supervises special events and various Recreation Programs.

PRIMARY DUTIES AND RESPONSIBILITIES:

*The following duties **ARE NOT** intended to serve as a comprehensive list of all duties performed by all employees in this classification, only a representative summary of the primary duties and responsibilities. Incumbent(s) may not be required to perform all duties listed and may be required to perform additional, position-specific duties.*

- Plans, develops, organizes, recreation programs and classes
- Conducts field inspections and reviews and monitors work in progress
- Plans, coordinates , develops, schedules, provides feedback and evaluates special events for effectiveness and recommends program changes
- Assists in the development of the annual calendar of special events
- Develops program formats
- Conducts meetings with staff, community groups, school representatives, and residents as needed to coordinate programs
- May assist in organizing various recreation programs
- Establishes program, staff schedules and monitors staffing levels
- Provides recommendations to the Recreation Manager regarding staff training and development
- Works under the Recreation Manager to plan and organize special events and programs
- Performs related duties as required

MINIMUM QUALIFICATIONS:

Education and Experience:

Associate's Degree in Social Services, Psychology, Child Development or related field; AND three year's work experience in recreation programs involving services to Teens, Adults, Children or Seniors, including supervisory experience.

Required Licenses or Certifications:

- Must possess a valid California Driver's License, and First Aid CPR AED certifications. Required to pass a background investigation; may be required to obtain specific training and technical certifications.

Required Knowledge of:

- City policies and procedures.
- City policies, rules and regulations governing the conduct and safety of persons using municipal recreational facilities, programs and equipment.
- Purpose, use and benefits of municipal recreational activities.
- Legal liabilities and responsibilities for recreation services staff.
- Community resources and community services programs.
- Record keeping and bookkeeping principles and procedures.
- Occupational hazards and safety precautions

Required Skill in:

- Supervising and controlling recreation activities and participants.

JOB DESCRIPTION
Recreation Coordinator

- Coordinating work activities and training recreation staff and volunteers.
- Promoting a positive recreation environment and good personal behavior, and enforcing safety rules.
- Providing effective customer service, and dealing tactfully and courteously with the public.
- Operating a personal computer utilizing standard and specialized software.
- Establishing and maintaining effective working relationships with co-workers and the public.
- Effective verbal and written communication.

Physical Demands / Work Environment:

- Work is performed indoors and outdoors at City recreation facilities and venues; required to perform moderate physical work, and lift and carry up to 50 pounds.



AGENDA REPORT

DATE: September 3, 2013

TO: HONORABLE CITY COUNCIL

FROM: CITY ADMINISTRATOR

SUBJECT: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMMERCE, CALIFORNIA, APPROVING A CONTRACT WITH GEOSYNTEC CONSULTANTS, INC. TO REVISE THE CITY'S INDUSTRIAL AND COMMERCIAL FACILITIES PROGRAM AND TO PERFORM ROUTINE SITE ASSESSMENTS FOR STORMWATER COMPLIANCE AS REQUIRED BY THE NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM (NPDES) PERMIT, ORDER NO. R4-2012-0175

RECOMMENDATION:

Approve and adopt the Resolution approving a contract with Geosyntec Consultants, Inc. to revise the City's Industrial and Commercial Facilities Program and to perform routine site assessments for stormwater compliance as required by the National Pollutant Discharge Elimination System (NPDES) Permit, Order No. R4-2012-0175 and assign the number next in order.

MOTION:

Move to approve the recommendation.

BACKGROUND

The National Pollutant Discharge Elimination System (NPDES) MS4 Permit requires the City to inspect and assess business operations and maintenance practices who qualify under the State Water Board's critical sources criteria. Namely, business types such as gas stations that the State considers more likely to produce harmful pollutants that may reach our waterways in the event of a spill. There are approximately 778 businesses who qualify in the City of Commerce for such an inspection. The purpose of the inspections is to review their Best Management Practices (BMPs) and employee training and document their compliance with MS4 Permit requirements. The MS4 Permit requires the City to conduct two inspections during the 5 year permit cycle. Some businesses may require a follow-up visit. The City is also required to document that all such inspections were completed in its annual report to the Regional Water Quality Control Board. The MS4 Permit typically requires a new series of inspections every 5 years when a new MS4 Permit is adopted. The City conducted inspections under the former MS4 Permit in 2004. However, because the Water Board delayed adoption of the new MS4 Permit until December 2012, the City was in compliance with its inspections under the former MS4 Permit requirements.

ANALYSIS:

In February 2013, staff solicited proposals from three (3) MS4 consulting firms: CWE, GeoSyntec Consultants, Inc. and John L. Hunter and Associates, Inc. As required by the MS4 Permit, the scope of work includes revising the City's Industrial and Commercial Facilities Program considered Minimum Control Measures (MCMs) and performing routine site assessments for stormwater compliance. This includes updating the City's inventory of critical sources, notifying each business of BMPs applicable to their business, conducting at least two inspections and follow-up visits if necessary, reviewing of the State's SMARTS database for those businesses inspected by the State who then do not need a City inspection, and conducting an inspection of at least 25% of businesses who filed a No Exposure Certification. One proposer proposed to conduct inspections for only 20% of the 778 businesses and did not respond to the needs as expressed by the Request for Proposals nor the Permit requirements.

The total cost of the remaining two proposals submitted for one inspection of 778 businesses is as follows:

| <u>Name</u> | <u>Cost</u> |
|-----------------------------|-------------|
| GeoSyntec Consultants, Inc. | \$203,270 |
| CWE | \$280,000 |

The City's project team, comprised of Community Development staff, reviewed the proposals submitted. Both firms are qualified to perform the tasks requested and have prior experience working with the City of Commerce. Based on the criteria of selection, including approach and project understanding, qualifications and specialization of experience, staff recommends awarding a contract to GeoSyntec Consultants, Inc., a full service engineering firm that provides a range of engineering and MS4 consulting services in both solid waste and water quality management.

Due to the large quantity of businesses needing inspections and site assessments, staff recommends conducting the first round of inspections over two fiscal years. Assessing the results of the inspections and businesses during the third year and conducting the second round of inspections during the fourth and fifth year of the MS4 Permit. The term of their agreement would be through June 30, 2015 with the option to extend the agreement at the City's discretion.

FISCAL IMPACT:

The total fiscal impact is \$203,270 for the first cycle of inspections. The inspections will be conducted over two fiscal years. \$100,000 was budgeted in FY 2013/14 for one half of the inspections.

RELATIONSHIP TO 2009 STRATEGIC GOALS:

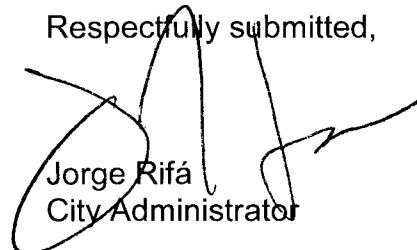
This agenda report item complies with the City Council's Strategic Goal #2 – Protect and Enhance Quality of Life in the City of Commerce.

Recommended by:



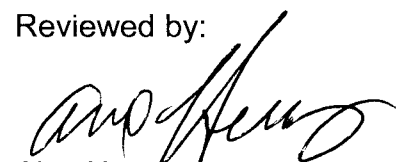
Patrick Malloy
Special Assistant to the City Administrator

Respectfully submitted,



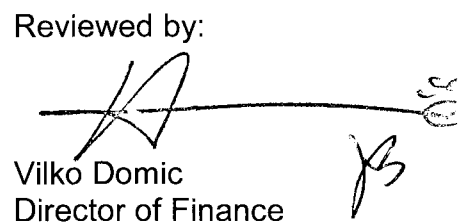
Jorge Rifá
City Administrator

Reviewed by:



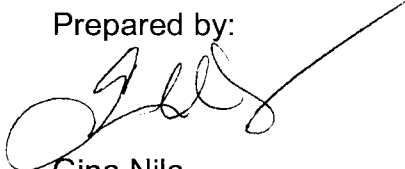
Alex Hamilton
Assistant Director of Community Development

Reviewed by:



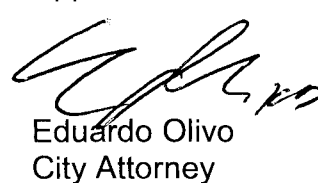
Vilko Domic
Director of Finance

Prepared by:



Gina Nila
Environmental Services Manager

Approved as to Form:



Eduardo Olivo
City Attorney

Attachments: Resolution
Agreement

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMMERCE, CALIFORNIA, APPROVING A CONTRACT WITH GEOSYNTEC CONSULTANTS, INC. TO REVISE THE CITY'S INDUSTRIAL AND COMMERCIAL FACILITIES PROGRAM AND TO PERFORM ROUTINE SITE ASSESSMENTS FOR STORMWATER COMPLIANCE AS REQUIRED BY THE NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM (NPDES) PERMIT, ORDER NO. R4-2012-0175

WHEREAS, the National Pollutant Discharge Elimination System (NPDES) MS4 Permit requires the City to inspect and assess business operations and maintenance practices who qualify under the State Water Board's critical sources criteria twice during the 5-year permit cycle; and

WHEREAS, there are approximately 778 businesses who qualify in the City of Commerce for such an inspection; and

WHEREAS, the purpose of the inspections is to review their Best Management Practices (BMPs) and employee training and document their compliance with MS4 Permit requirements; and

WHEREAS, the City is also required to document that all such inspections were completed in its annual report to the Regional Water Quality Control Board; and

WHEREAS, in February 2013, staff solicited proposals from three (3) MS4 consulting firms: CWE, GeoSyntec Consultants, Inc. and John L. Hunter and Associates, Inc.; and

WHEREAS, as required by the MS4 Permit, the scope of work includes revising the City's Industrial and Commercial Facilities Program considered Minimum Control Measures (MCMs) and performing routine site assessments for stormwater compliance, which includes updating the City's inventory of critical sources, notifying each business of BMPs applicable to their business, conducting at least two inspections and follow-up visits if necessary, reviewing of the State's SMARTS database for those businesses inspected by the State who then do not need a City inspection, and conducting an inspection of at least 25% of businesses who filed a No Exposure Certification; and

WHEREAS, two proposers submitted proposals that met the requirements of the City's Request for Proposals and permit requirements; and

WHEREAS, the City's project team, comprised of Community Development staff, reviewed the proposals submitted of both qualified firms and based on their approach, project understanding, ability to perform the tasks requested, related experience and cost, staff recommends awarding a contract to GeoSyntec Consultants, Inc., a full service engineering firm that provides a range of engineering and MS4 consulting services in both solid waste and water quality management; and

WHEREAS, due to the large quantity of businesses (approximately 778) needing inspections and site assessments, staff recommends conducting the required inspections over multiple fiscal years. As such, the term of the agreement would be through June 30, 2015 with the option to extend the agreement at the City's discretion.

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

Section 1. The City's Industrial and Commercial Facilities Program is hereby revised to provide for routine site inspections and assessments for stormwater compliance in accordance with the MS4 Permit.

Section 2. The Agreement between the City of Commerce and GeoSyntec Consultants, Inc. is hereby approved. The Mayor is authorized to sign the Agreement for and on behalf of the City.

Section 3. Previously appropriated funds in Fiscal Year 2013/14 in the amount of \$100,000 will be utilized to begin the first cycle of inspections.

PASSED, APPROVED and ADOPTED this _____ day of _____, 2013.

Joe Aguilar
Mayor

ATTEST:

Victoria M. Alexander
Deputy City Clerk

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT ("Agreement") entered into this ____ day of _____, 2013, ("Effective Date") is by and between Geosyntec Consultants, Inc., a Florida Corporation ("CONSULTANT") located at 2100 Main Street, Suite 150, Huntington Beach CA 92648 and the City of Commerce, a Municipal Corporation ("CITY") located at 2535 Commerce Way, Commerce CA 90040;

WITNESSETH

This Agreement is made and entered into with respect to the following facts:

WHEREAS, the City has determined that it requires the services of a professional that can provide assist the City with Industrial and Commercial Facilities Program;

WHEREAS, CONSULTANT represents that it is fully qualified to perform such professional services by virtue of its experience and the training, education and expertise of its principals and employees;

WHEREAS, CONSULTANT further represents that it is willing to accept responsibility for performing such services in accordance with the terms and conditions set forth in this Agreement.

1. Scope of Services and Schedule of Performance

CONSULTANT shall provide City with such professional services as are set forth in Exhibit A, "Scope of Services," which is attached hereto and incorporated herein by this reference. NOTE: the Appendices that are prepared in response to the RFP and/or the Proposal by the successful bidder will be used as the Scope of Services attachment.

2. Warranty

CONSULTANT warrants that the services provided under this Agreement will be performed with the degree of skill and judgment normally exercised by recognized professionals performing services of a similar nature at the time the services were rendered.

3. Term of Agreement

The term of this Agreement shall be until June 30, 2015. The City shall have the option to extend the Agreement at its discretion. If the City desires to exercise such option(s), the City shall advise CONSULTANT at least thirty (30) days prior to the expiration of the initial term.

4. Compensation and Payment

4.1. So long as CONSULTANT is discharging CONSULTANT's obligations in conformance with the terms of this Agreement, CONSULTANT shall be paid such compensation rates as are set forth in CONSULTANT's Proposal dated April 5, 2013 attached hereto as Exhibit A and incorporated herein by this reference. CONSULTANT will not be eligible for any paid benefits for federal, social security, state workers' compensation, unemployment insurance, professional insurance, medical/dental, or fringe benefits offered by City.

4.2. Such fees shall be payable following receipt of an itemized invoice for services rendered submitted to City in a timely manner. CONSULTANT shall send and address its bill for fees, expenses, and costs to City to the attention of the Environmental Services Manager upon completion of services invoiced to City on a monthly basis.

4.3. Payment by the City to CONSULTANT shall be within 30-days of receipt of approved invoices. Payments will be based on approved invoices which include all required reports and detailed back-up information on all expenses. City shall pay the full amount of such invoice; provided, however, that if City objects to any portion of an invoice, City shall notify CONSULTANT of City's objection and the grounds therefore within thirty (30) days of the date of receipt of the invoice, and the parties immediately shall make every effort to settle the disputed portion of the invoice.

5. Financial Records

CONSULTANT shall maintain complete and accurate records with respect to fees and costs incurred under this Agreement. All such records shall be maintained on a generally accepted accounting basis and be clearly identified and readily accessible for audit or examination. CONSULTANT shall keep, maintain and provide free access to such books and records to examine and audit the same, and to make transcripts thereof as necessary, and to allow inspection of all work data, documents, proceedings and activities related to this Agreement for a period of four (4) years from the date of final payments under this Agreement. All accounting records shall readily provide a breakdown of fees and costs charged to this Agreement.

6. Right of Termination

6.1. City may in its sole discretion terminate this Agreement by providing CONSULTANT with a thirty (30) day written notice.

6.2. CONSULTANT may terminate this Agreement by giving the City a 60-day advance written notice if such termination is necessary.

6.3. With the 60-day written notice of termination, CONSULTANT shall give City a written explanation of the reason that the CONSULTANT believes termination is necessary, and cooperate with the City in an effort to resolve the issue.

6.4. Termination by either party hereunder, shall not relieve CONSULTANT from providing services required to be performed up to the effective date of such termination, nor relieve City of its duty to pay the approved costs, prorated as necessary, to the effective date of such termination, or any other reimbursements, fees or expenses to be paid to CONSULTANT by the terms of this Agreement.

7. Independent CONSULTANT

CONSULTANT is and shall perform its services under this Agreement as a wholly independent CONSULTANT. CONSULTANT shall not act nor be deemed an agent, employee, officer or legal representative of City. Except as otherwise expressly set forth herein, CONSULTANT shall not at any time or in any manner represent that it or any of its agents, employees, officers or legal representatives are in any manner agents, employees, officers or legal representatives of City. CONSULTANT has no authority to assume or create any commitment or obligations on behalf of City or bind City in any respect. This Agreement is not intended to and does not create the relationship of partnership, joint venture or association between City and CONSULTANT. None of the foregoing shall affect any privilege or protection against disclosure which applies to the services CONSULTANT undertakes under this Agreement.

8. CONSULTANT to Provide Required Personnel; Subcontracting

CONSULTANT shall provide and direct the necessary qualified personnel to perform the services required of and from it pursuant to the express and implied terms hereof, with the degree of skill and judgment normally exercised by recognized professional firms performing services of a similar nature at the time the services are rendered, and to the reasonable satisfaction of City. CONSULTANT may not have a subconsultant perform any services required under this Agreement unless the subconsultant is first approved and authorized to perform such work by the City.

9. Responsible Principal and Project Manager

CONSULTANT shall be required to identify a Project Manager for CONSULTANT who shall be responsible for complying with CONSULTANT's obligations under this Agreement and shall serve as principal liaison between City and CONSULTANT. Designation of another responsible principal or project manager by CONSULTANT shall not be made without the prior written consent of City.

10. City Liaison

CONSULTANT shall direct all communications to the Director of Community Development of City or his designee. All communications, instructions and directions on the part of City shall be communicated exclusively through the Director of Community Development or the City Administrator of City or their designees.

11. Licenses

CONSULTANT warrants that it and its employees have obtained all valid licenses and/or certifications generally required of professionals providing services such as the services required under this Agreement by all applicable regulating governmental agencies and are in good standing with such applicable regulating governmental agencies.

12. Compliance with Laws

CONSULTANT shall, and shall ensure that its employees and sub-CONSULTANTS comply with all applicable City, county, state, and federal laws and regulations (including occupational safety laws and regulations) in performing the services required under this Agreement, and shall comply with any directions of governmental agencies and City relating to safety, security, and the like as they pertain to the performance of this Agreement.

13. Insurance

CONSULTANT shall maintain insurance and provide evidence thereof as required by Exhibit B hereto (the "Required Insurance"). CONSULTANT shall also require each of its subconsultants to maintain insurance coverage that meets all of the requirements of this Agreement.

14. Indemnification

14.1 CONSULTANT shall indemnify and hold City and its respective officials, officers, agents and employees harmless from and against any and all liabilities, including but not limited to losses, damages, demands, claims, actions, fees, costs, and expenses City's respective officials, officers, agents and employees hereafter may suffer in connection with any claim, action, or right or action (at law or in equity) because of any injury (including death) or damage to person or property proximately caused by any negligent acts, errors, or omissions by CONSULTANT, its employees, its subconsultants or its agents in the performance of CONSULTANT's obligations under this Agreement. CONSULTANT shall not be liable to the extent that any liability, loss, damage, cost, and expense is caused from an act of negligence or willful misconduct by City or its respective officials, officers, employees or agents. Upon demand, CONSULTANT shall promptly provide a defense to such claims, actions or right of action (at law or equity) and shall promptly pay for all associated and resulting costs, damages, settlements, penalties, judgments, fees and expenses, including attorneys' fees and costs.

14.2. City shall have the right to offset against the amount of any compensation due CONSULTANT under this Agreement any amount due City from CONSULTANT as a result of CONSULTANT's failure to pay City promptly any indemnification arising under this Section and related to CONSULTANT's

CONSULTANT failure to either (i) pay taxes on amounts received pursuant to this Agreement or (ii) comply with applicable workers' compensation laws.

14.3. CONSULTANT agrees to obtain executed indemnity agreements with provisions identical to those set forth here in this Section 16 from each and every subconsultant or any other person or entity involved by, for, with or on behalf of CONSULTANT in the performance of this Agreement. CONSULTANT agrees to be fully responsible and indemnify, hold harmless and defend City, its officers, agents, employees and volunteers from and against any and all claims and losses, costs or expenses for any damage due to death or injury to any person and injury to any property resulting from any alleged intentional, reckless, negligent, or otherwise wrongful acts, errors or omissions of CONSULTANT's subconsultants or any other person or entity involved by, for, with or on behalf of CONSULTANT in the performance of this Agreement. Such costs and expenses shall include reasonable attorneys' fees incurred by counsel of City's choice.

14.4. City does not, and shall not, waive any rights that it may possess against CONSULTANT because of the acceptance by City, or the deposit with City, of any insurance policy or certificate required pursuant to this Agreement. This hold harmless and indemnification provision shall apply regardless of whether or not any insurance policies are determined to be applicable to the claim, demand, damage, liability, loss, cost or expense.

15. Confidentiality

CONSULTANT shall maintain as confidential and not disclose to others, either before or after the termination of this Agreement, any data, documents, reports, or other information provided to CONSULTANT by City, or employees or agents of City, or any data, documents, reports, or other information produced by CONSULTANT during its performance hereunder, except as expressly authorized in writing by City, or to the extent required for: (1) compliance with professional standards of conduct for the preservation of the public safety, health, and welfare, but only after CONSULTANT notifies City of such need for disclosure; and (2) compliance with any court order or other government directive or requirement, but only after CONSULTANT notifies City of such an order, directive, or requirement. CONSULTANT shall keep all "Confidential" materials received or generated under this Agreement in separate files marked "Confidential." Any non-compliance by CONSULTANT with this part of the Agreement shall be deemed a material breach of this Agreement. The obligations of this paragraph shall survive the termination of this Agreement.

16. Ownership of Documents

All original documents, designs, drawings, methodological explanations, computer programs, reports, notes, data, materials, services and other products prepared in the course of providing the services under this Agreement (collectively, the "products") shall become the sole property of City except as prohibited by law, and City shall have authority to publish, disclose, distribute, use, reuse or disposed of the Products in whole

or in part, without the permission of CONSULTANT except as prohibited by law. In the event that this Agreement is terminated by City or CONSULTANT, CONSULTANT shall provide City with any finished or unfinished Products. No documents, designs, drawings, methodological explanations, computer programs, reports, notes, data, materials, services and other products prepared in whole or in part under this Agreement shall be the subject of an application for copyright or submitted for publication by or on behalf of CONSULTANT. Notwithstanding such ownership, CONSULTANT shall be entitled to make and obtain copies or reproductions of such Products for its own files or internal reference.

17. Data and Services to be Furnished by City

All information, data, records, reports and maps as are in possession of City and necessary for the carrying out of this work shall be made available to CONSULTANT without charge. City shall make available to CONSULTANT members of its staff for consultation with CONSULTANT in the performance of this Agreement. City does not warrant that the information data, records, reports and maps heretofore to be provided to CONSULTANT are complete or accurate and CONSULTANT shall satisfy itself as to such accuracy and completeness. City and CONSULTANT agree that City shall have no liability should any of the information, data, records, reports, and maps be inaccurate, incomplete or misleading.

18. Covenant Against Contingent Fees

CONSULTANT warrants that it has not employed or retained any company or person to solicit or secure this Agreement and that it has not paid or agreed to pay any company or person any fee, commission or percentage from the award or making of this Agreement. For breach or violation of this warranty, City shall have the right to terminate this Agreement without liability, or in its discretion, to deduct from the consideration payable to CONSULTANT, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.

19. Conflict of Interest

CONSULTANT covenants that neither it nor any officer or principal of its firm have any interests, nor shall they acquire any interest, directly or indirectly which will conflict in any manner or degree with the performance under this Agreement. CONSULTANT further warrants its compliance with the Political Reform Act (Gov. Code § 81000, et seq.) and all other laws, if applicable, respecting this Agreement and that no services shall be performed by either an employee, agent, or a subconsultant of CONSULTANT, who has a conflict relating to City or the performance of services on behalf of City.

20. Other Agreements

CONSULTANT warrants that CONSULTANT is not a party to any other existing agreement that would prevent CONSULTANT from entering into this Agreement or that

would adversely affect CONSULTANT's ability to perform the services under this Agreement. During the term of this Agreement, CONSULTANT shall not, without City's prior written consent, perform services for any person, firm, or corporation other than City if such services could lead to a conflict with CONSULTANT's obligations under this Agreement.

21. Waiver of Breach

No waiver of any term, condition or covenant of this Agreement by City shall occur unless signed by the City Administrator of City and such writing identifies the provision which is waived and the circumstances or period of time for which it is waived. Such waiver shall be for the specified period of time only and shall not apply to any subsequent breach. In addition, such waiver shall not constitute a waiver of any other term, condition or covenant of this Agreement nor shall it eliminate any remedies available to City for any breaches of this Agreement which are not excused by such waiver. A delay in communicating a failure of CONSULTANT to satisfy a term, condition or covenant in no way waives that term or any remedies available for its breach.

22. No Discrimination

In the performance of this Agreement, CONSULTANT shall not discriminate against any employee, subconsultant, or applicant for employment because of race, color, creed, religion, sex, marital status, national origin, ancestry, age, physical or mental handicap, medical condition or sexual orientation. CONSULTANT will take affirmative action to ensure that subconsultants and applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, religion, sex, marital status, national origin, ancestry, age, physical or mental handicap, medical condition or sexual orientation.

23. Captions

The captions appearing at the commencement of the sections hereof, and in any paragraph thereof, are descriptive only and for convenience in reference to this Agreement. Should there be any conflict between such heading, and the section or paragraph thereof at the head of which it appears, the section or paragraph thereof, as the case may be, and not such heading, shall control and govern in the construction of this Agreement. Masculine or feminine pronouns shall be substituted for the neuter form and vice versa, and the plural shall be substituted for the singular form and vice versa, in any place or places herein in which the context requires such substitution(s).

24. Waiver

The waiver by City or CONSULTANT of any breach of any term, covenant or condition herein contained shall not be deemed to be a waiver of such term, covenant or condition or of any subsequent breach of the same or any other term, covenant or

condition herein contained. No term, covenant or condition of this Agreement shall be deemed to have been waived by City or CONSULTANT unless in writing.

25. Cumulative Remedies

Each right, power and remedy provided for herein or now or hereafter existing at law, in equity, by statute, or otherwise shall be cumulative and shall be in addition to every other right, power, or remedy provided for herein or now or hereafter existing at law, in equity, by statute, or otherwise. The exercise, the commencement of the exercise, or the forbearance of the exercise by any party of any one or more of such rights, powers or remedies shall not preclude the simultaneous or later exercise by such party of any of all of such other rights, powers or remedies. In the event legal action shall be necessary to enforce any term, covenant or condition herein contained, the party prevailing in such action, whether reduced to judgment or not, shall be entitled to its reasonable court costs, including accountants' fees, if any, and attorneys' fees expended in such action. The venue for any litigation shall be San Bernardino County, California.

26. Assignment

Neither this Agreement nor any rights or obligations hereunder may be assigned or otherwise transferred by CONSULTANT. Any attempt to so assign or transfer this Agreement or any rights or obligations hereunder without such consent shall be void and of no effect.

27. Attorneys' Fees

In the event arbitration or a judicial proceeding is brought to enforce the terms of this Agreement, the prevailing party shall be entitled to recover from the other party its reasonable costs and attorneys' fees incurred in connection therewith.

28. Notices

Notices provided hereunder shall be delivered by certified First Class U.S. Mail, postage prepaid, or by personal service as required in judicial proceedings, directed to the address provided below:

For City:
City of Commerce
2535 Commerce Way
Commerce, California 90040
Attn: Jorge Rifa, City Administrator

For CONSULTANT:
GeoSyntec Consultants, Inc.
2100 Main Street, Suite 150
Huntington Beach CA 92648

Attn: Bertrand Palmer, P.E., Ph.D., Vice President

Notice shall be deemed received three (3) days after its mailing to the above address or upon actual receipt as indicated by return receipt, whichever is earlier. Personal service shall be deemed received the same day personal delivery is affected.

29. Governing Law

The validity, performance and construction of this Agreement shall be governed by and interpreted in accordance with the laws of the State of California applicable to contracts made to be performed therein. Any litigation commenced by either party to this Agreement shall be venued in Los Angeles County, California.

30. Severability

Should any part of this Agreement be declared by a final decision by a court or tribunal of competent jurisdiction to be unconstitutional, invalid, or beyond the authority of either party to enter into or carry out, such decision shall not affect the validity of the remainder of this Agreement, which shall continue in full force and effect, provided that the remainder of this Agreement, absent the unexercised portion, can be reasonably interpreted to give effect to the intentions of the parties.

31. No Construction of Agreement Against any Party

Each Party has cooperated in the drafting and preparation of this Agreement. Hence, in any construction to be made of this Agreement, it shall not be construed against any Party on the basis such Party drafted this Agreement or any provision thereof.

32. Entire Agreement and Amendments to Agreement

This Agreement contains the entire understanding and agreement between the parties hereto with respect to the subject matter hereof and supersedes all previous communications, negotiations, and agreements, whether oral or written, between the parties with respect to such subject matter, and no addition to or modification of this Agreement or waiver of any provisions of this Agreement shall be binding on either party unless made in writing and executed by CONSULTANT and City.

33. No Representations Except as Expressly Stated in this Agreement

Except as expressly stated in this Agreement, no Party, nor its employees, agents or attorneys have made any statement or representation to any other Party or its employees, agents or attorneys regarding any fact relied upon in entering into this Agreement, and each Party does not rely upon any statement, representation and/or promise of any other Party, its respective employees, agents or attorneys in executing this Agreement.

34. Counterpart Signatures


This Agreement may be executed in one or more counterparts. When this Agreement has been properly signed by an authorized representative of each of the Parties hereto, it shall constitute a valid Agreement, though each of the signatories may have executed separate counterparts hereof.

IN WITNESS WHEREOF, the parties hereto have each executed or caused to be executed this Agreement as of the Effective Date.

CITY OF COMMERCE

CONSULTANT NAME

By: _____
Joe Aguilar, Mayor

By:  _____
Bertrand Palmer, P.E., Ph.D., Vice
President

ATTEST:

Victoria Alexander
Deputy City Clerk

APPROVED AS TO FORM:

Eduardo Olivo
City Attorney

EXHIBIT A

SCOPE OF SERVICES

April 5, 2013

Ms. Gina Nila, Environmental Services Manager
City of Commerce
2535 Commerce Way
Commerce, CA 90040

Subject: Proposal for Industrial and Commercial Facilities Program

Dear Ms. Nila:

Geosyntec Consultants (Geosyntec) is pleased to submit this proposal to the City of Commerce (City) to revise the City's Industrial and Commercial Facilities Program and to perform routine site assessments for stormwater compliance at Industrial/Commercial facilities as required by the new National Pollutant Discharge Elimination System (NPDES) Permit for Municipal Separate Storm Sewer System (MS4) Discharges within the Coastal Watersheds of Los Angeles County (MS4 Permit), Order No. R4-2012-0175. Geosyntec will visit these facilities on behalf of the City to assess each facility in accordance with Part VI.D.6 of the MS4 Permit.

SCOPE OF WORK

It is our understanding that the scope of work addresses approximately 780 facilities that require initial, routine compliance visits prior to December 28, 2014. Approximately 40% of these 780 facilities fall under the standard industrial categories of either 'motor freight transportation and warehousing' or 'wholesale trade and durable goods', with the rest consisting of miscellaneous commercial and industrial facilities).

The scope of work will include the following tasks:

- Task 1: Creation of Industrial and Commercial Facility Database
- Task 2: Facility Notification
- Task 3: Customized Facility Checklists
- Task 4: Commercial and Industrial Facility Visits
- Task 5: Database Update and Determination of Industrial General Permit Coverage

Task 1 – Creation of Industrial and Commercial Facility Database

The new MS4 Permit requires that each Permittee maintain an updated database of all industrial and commercial facilities within its jurisdiction that may be critical sources of storm water pollution. The permit recommends but does not require that the facility information be incorporated into geographical information systems. Geosyntec will build upon the spreadsheet of commercial and industrial facilities provided by the City of Commerce via an e-mail dated February 19, 2013 to produce a Microsoft Excel spreadsheet database consistent with the requirements of the MS4 Permit. If the City maintains its own GIS system, Geosyntec will coordinate with City's GIS analyst to create a spreadsheet format which can readily be imported into the City's GIS. Geosyntec is currently exploring user-friendly online database solutions and if an online solution could be utilized at no additional cost to the City, we will also present this option for City staff's consideration as an alternative to the spreadsheet.

Geosyntec will add fields to meet the minimum eleven required fields specified in the MS4 Permit including: fields for facility North American Industry Classification System (NAICS) codes, for Industrial General Permit (IGP) coverage, No Exposure Certification, and potential to generate pollutants associated with 303(d) listings of relevant receiving waters. Additional fields will be included to facilitate tracking of facility assessments and need for follow up visits. The IGP coverage field will be populated initially by conducting online searches for facilities within the City's jurisdiction listed in the State Water Board's Storm Water Multiple Application and Report Tracking System (SMARTS) database. Results of these searches will then be confirmed during facility visits to be conducted in Task 4. Remaining fields will be populated as part of Task 5 based on information generated from field visits. This task assumes that all commercial and industrial facilities within the City's jurisdiction are included in the spreadsheet that was provided to Geosyntec as noted above, and that information on any additional facilities will be transmitted to Geosyntec by the City in a like manner prior to notice to proceed.

Task 2 - Facility Notification

At least once during the five-year period covered by the MS4 Permit, each Permittee is required to notify owners/operators of commercial and industrial facilities identified in their database of the best management practice requirements applicable to potential sources of storm water pollution at their sites.

Subtask 2.1 – Draft Notification Letters

To assist the City in meeting the facility notification requirement, Geosyntec will prepare draft letters for the City to mail to commercial and industrial facilities in the spreadsheet database. The letters will notify the facilities of upcoming visits and of the best management practice (BMP) requirements that may be applicable to each facility based on business type, as well as the provide website link to the California BMP Handbook for Industrial Facilities. This task includes preparing a draft generic letter that may be sent to any facility type, as well as draft letters customized for up to five facility categories (as identified by SIC codes) that comprise greater than 10% of the facilities within the City’s jurisdiction. It is assumed that City staff will finalize and mail the letters along with relevant BMP brochures to the facilities in the spreadsheet database prior to facility visits.

Subtask 2.2 - Update Existing BMP Brochures (optional)

At the City’s option, Geosyntec will review and update the City’s existing BMP brochures to address new permit requirements for implementing the appropriate Source Control BMPs in Table 10 of the MS4 Permit. The City could then include the updated brochures with the letters to be sent as developed in Task 2.1. It is assumed that the City will provide the existing BMP brochures in an electronic format that can be edited. Up to five (5) updated brochures are assumed in this subtask with allowance for one review and revision to address City staff comments. It is assumed that the City will procure directly for printing of final brochures.

Task 3 – Facility Checklists

The Permit specifies certain scope elements for assessments of commercial and industrial facilities, such as confirmation that storm water and non-storm water BMPs are being effectively implemented and verification that operators are implementing effective source control BMPs for certain activities, among others. In order to ensure that required scope items are covered during facility visits and to assist in record-keeping and updating the City’s spreadsheet database, this task will include creation of a generic assessment checklist that may be used for any industrial/commercial facility. In addition, customized assessment checklists will be created for “critical source” categories of commercial and industrial facilities in the City’s inventory (as identified by SIC codes) that comprise greater than 10% of the facilities within the City’s jurisdiction. Based on Geosyntec’s review of the City’s facility list, approximately 40% of these 780 facilities fall under the standard industrial categories of either ‘motor freight transportation and warehousing’ or ‘wholesale trade and durable goods’, with

the rest consisting of miscellaneous commercial and industrial facilities. It is assumed that up to five (5) customized checklists will be created with one review and revision to address City staff comments

Task 4 – Commercial and Industrial Facility Visits

This task includes initial assessments of facilities as required by the MS4 Permit, with a completed checklist produced for each facility visited. Original completed checklists will be transmitted monthly to City staff.

Upon notice to proceed with facility visits, Geosyntec will commence with preparatory activities which include:

- internal refresher training of Geosyntec inspectors on stormwater industrial/commercial assessment protocols;
- health and safety plan update and training; and
- field team kickoff meeting.

A week prior to conducting visits at specific facilities, Geosyntec will search the SMARTS database to identify whether industrial facilities in the City have been subject to an inspection by the Regional Water Board within the past two years, in which case they will be excluded from visits.

Based on our previous experience with industrial/commercial stormwater site assessments for other clients, and the scope of the new MS4 Permit requirements, Geosyntec has assumed 1 to 2 hours on average per facility for visits depending on the size and complexity of the facility, travel time between facilities, the need for a second attempt due to limited operational hours, project management and administration, and quality assurance review. This task assumes that Geosyntec will be contracted to assess a minimum of 100 facilities.

Geosyntec assumes that this project does not include acting as enforcing agent for the City of Commerce. In the event that Geosyntec is denied access to a facility, this will be communicated promptly to the City of Commerce Environmental Services Manager. If a serious violation is observed at the time of visit, Geosyntec staff shall report to the Commerce Environmental Services Manager immediately via phone at (323) 722-4805 x-2839. For other violations that do not pose an immediate threat to water quality, it is assumed that City staff will conduct follow-up visits to address the violations in accordance with the City's progressive enforcement policy.

The Permit requires that the City inspect all commercial facilities identified as potential “critical sources” of stormwater pollution under Part VI.D.6.b twice during the five years covered by the Permit, and all industrial facilities at least once within the two years following the effective date of the Permit (December 28, 2012). Following the required initial visit, industrial sources that have not filed a No Exposure Certification with the State Water Board must be inspected a second time within the five year term covered by the Permit as well as 25% of the No Exposure Certified Facilities; the second visit must not occur sooner than six months following the initial visit. The scope of Task 4 includes the initial visit of all facilities, but does not include a second additional visit for commercial facilities or industrial facilities. Upon completion of the initial visits, Geosyntec would be pleased to provide a proposal to conduct the required second additional visits once the number of facilities that require this effort is identified.

Task 5 – Database Update and Determination of Industrial General Permit Coverage

This task includes effort to update the Industrial/Commercial Facility spreadsheet database created in Task 1 with the information obtained through facility assessments as recorded on the completed checklists in Task 4. The Permit also requires that applicable industrial facilities that are identified during visits as not having either a current Waste Discharge Identification (WDID) number for coverage under the IGP or No Exposure Certification be notified that they must obtain coverage under the IGP. Under this task, after every 100 visits, Geosyntec will update the spreadsheet database based on information recorded on the completed checklists and will also identify in the spreadsheet database those facilities that do not currently have coverage under the IGP that do require coverage. A list of the facilities that are identified will be compiled and transmitted to the City.

It is assumed that referral of these facilities to the Regional Water Board, as required by the Permit, will be done by the City. Based on Geosyntec’s preliminary review of the list of facilities provided by the City by SIC code in comparison with the State Water Resources Control Board’s Storm Water Multiple Application and Report Tracking System (SMARTS), it appears that a significant number of these facilities are industrial facilities that do not currently maintain coverage under the Industrial General Permit—only 48 facilities in Commerce are listed on the SMARTS IGP database.

COST PROPOSAL

Geosyntec will perform the work outlined in the Scope of Work on a unit cost basis as described in the enclosed cost breakdown. The Task 4 unit cost per facility for visits is

City-Commerce-Indust-Comm-Program-(FINAL).docx

engineers | scientists | innovators

Ms. Gina Nila
April 5, 2013
Page 6

\$235 per industrial/commercial facility, assuming that Geosyntec will be contracted to assess a minimum of 100 facilities and that Geosyntec will have control over the scheduling of visits. This cost includes mileage as well as costs to print checklists.

Geosyntec appreciates the opportunity to assist the City of Commerce on this important project. It is the nature of regulatory-driven programs to be subject to variation due to unpredictable events such as changes in regulatory requirements, emerging issues, enforcement action, the adoption of the new MS4 Permit creates even greater uncertainty. If such unpredictable event(s) or additional needs arise Geosyntec stands ready to assist the City in responding to these issues.

If you have any questions or wish to discuss this scope of work further, please contact Kathleen McGowan at (714) 465-1255.

Yours truly,



Kathleen McGowan, P.E.
Project Manager



Ken Susilo, P.E., D.WRE, CPSWQ
Principal

Cost Breakdown
City of Commerce
Industrial/Commercial Facilities Program

| Description | Unit | Unit Cost | # | Cost |
|--------------------------------------------------------------------------------|--------------------|------------|-----|------------|
| Task 1 Creation of Industrial and Commercial Facility Database | lump sum | \$2,500.00 | 1 | \$ 2,500 |
| Total Task 1 | | | | |
| Task 2 Facility Notification | | | | |
| 2.1 Draft Notification Letters | lump sum | \$5,500.00 | 1 | \$ 5,500 |
| 2.2 Update Existing BMP Brochures (optional, per brochure) | brochure | \$1,250.00 | 5 | \$ 6,250 |
| Total Task 2 (including optional task) | | | | |
| Total Task 2 (excluding optional task) | | | | |
| Task 3 Facility Checklists | lump sum | \$1,048.00 | 5 | \$ 5,240 |
| Total Task 3 | | | | |
| Task 4 Commercial and Industrial Facility Visits ^{1,2} | facility | \$235.00 | 778 | \$ 182,830 |
| Total Task 4 | | | | |
| Task 5 Database Update and Determination of Industrial General Permit Coverage | per 100 facilities | \$900.00 | 8 | \$ 7,200 |
| Total Task 5 | | | | |
| Tasks 1 through 5 Total Labor (including optional task) | | | | |
| Tasks 1 through 5 Total Labor (excluding optional task) | | | | |

¹ Cost assumes that Geosyntec will be contracted to assess a minimum of 100 facilities.

² Cost includes mileage and costs for printing checklists.

EXHIBIT B

REQUIRED INSURANCE

On or before beginning any of the services called for by any term of this Agreement, CONSULTANT, at its own cost and expense, shall carry, maintain for the duration of this Agreement, and provide proof thereof that is acceptable to City of its procurement of the insurance specified below from insurers and under forms of insurance satisfactory in all respects to City. Such insurance shall not be in derogation of CONSULTANT's obligations to provide indemnity under Section 18 of this Agreement.

1. Comprehensive General Liability And Automobile Liability Insurance Coverage

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

Minimum coverage: Bodily injury limits of \$2,000,000 for each person and \$2,000,000 for each occurrence; property damage limits of \$2,000,000 for each occurrence, \$2,000,000 aggregate.

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

2. Errors And Omissions Insurance Coverage

CONSULTANT shall carry and maintain Errors and Omissions Coverage Insurance which provides a minimum coverage of at least \$2,000,000 for each occurrence, \$2,000,000 aggregate, triggered by manifestation of injury.

3. Worker's Compensation

Before execution of the Agreement, CONSULTANT shall file with the City the following signed certification:

"I am aware of the provisions of Section 3700 Labor Code which require every employer to be insured against liability for

workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this Service Agreement".

CONSULTANT shall carry and maintain worker's compensation as required by the California Labor Code for all persons employed directly or indirectly in connection with this Agreement by CONSULTANT or any subconsultant.

4. Additional Insureds

The City of Commerce, their officers, agents and employees must be named as additional insureds or as additional loss payees in all insurance policies required by this Agreement. An endorsement to this effect shall be delivered to City prior to the commencement of any work. Satisfaction of any deductible requirement shall be the responsibility of CONSULTANT. Such insurance shall be primary, and noncontributory with any other insurance by the City of Commerce.

5. Cancellation Clause

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

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

6. Severability Clause

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

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

7. Qualifications of Insurer

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

8. Approval of Insurer

The insurance carrier providing the insurance shall be chosen by CONSULTANT

subject to approval by City, provided that such approval shall not be unreasonably withheld.

9. Payment of Premiums

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

10. Evidence of Insurance and Claims

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



AGENDA REPORT

DATE: September 3, 2013

TO: HONORABLE CITY COUNCIL

FROM: CITY ADMINISTRATOR

SUBJECT: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMMERCE, CALIFORNIA, APPROVING A PROFESSIONAL SERVICES AGREEMENT WITH JMDIAZ, INC. FOR DESIGN AND ENGINEERING SERVICES FOR CITY PROJECT NO. 1305 - TELEGRAPH ROAD STREET IMPROVEMENT PROJECT

RECOMMENDATION:

Adopt a resolution approving a professional services agreement with JMDIAZ, Inc., for design and engineering services for City Project No. 1305 - Telegraph Road Street Improvement Project and assign the number next in order.

MOTION:

Move to approve the recommendation.

BACKGROUND:

On January 28, 2010, the I-5 Consortium Cities Joint Powers Authority ("Consortium") entered into a Proposition C Memorandum of Understanding ("Grant Agreement") with the Los Angeles County Metropolitan Transportation Authority, by which the Consortium will receive Six Million Six Hundred Forty-Five Thousand dollars (\$6,645,000) for the I-5 pre-construction mitigation project ("Project").

On March 22, 2012, the Grant Agreement was amended to add an additional segment of the Project, Sub-Project 500. Sub-Project 500 included the rehabilitation of Telegraph Road, including portions between the Atlantic/Eastern Intersection south to the City limit of the City of Commerce (the "City"). The Consortium previously entered into subrecipient agreements with the City of Norwalk, the City of La Mirada, and the City of Santa Fe Springs to complete certain engineering, construction and management services for the Project. The Consortium now desires to enter into a subrecipient agreement with the City to complete certain engineering, construction and management services for the rehabilitation of Telegraph Road.

Pursuant to the agreement, the Consortium will reimburse the City a total cost of One Million Eight Hundred Thousand dollars (\$1,800,000) for the design and engineering, public works inspection, construction management, materials acceptance and testing, and construction services. In return, the City will provide the professional services required to implement the Project.

On August 6, 2012, the City Council approved the subrecipient agreement between the City of Commerce and the I-5 Consortium Cities Joint Powers Authority.

ANALYSIS:

On November 5, 2012, the City Council approved the Request for Proposals, prepared by staff, requesting proposals for design, engineering services and other services.

On February 7, 2013, nine proposals for design and engineering services were received from the following companies:

| Contractor Name |
|-----------------------------------------------|
| 1. APA Engineering, Inc., Irvine, CA |
| 2. CNC Engineering, Co., City of Industry, CA |
| 3. Elie Farah, Inc., Corona, CA |
| 4. GHD Inc., Irvine, CA |
| 5. Infrastructure Engineers, Orange, CA |
| 6. JMDIAZ, Inc., City of Industry, CA |

| |
|-------------------------------------------------|
| 7. Onward Engineering, Anaheim, CA |
| 8. TMAD Taylor & Gaines, Pasadena, CA |
| 9. W.Z. Zimmerman Engineering, Inc., Walnut, CA |

The selected firm will be responsible for preparing the project Plans, Specifications & Estimates (PS&E) and assisting the City in selecting a Construction Contractor to performed the final work.

A panel consisting of Gina Nila (Environmental Services Manager), Mike Halsey (Swinerton Project Manager) and Danilo Batson (Assistant Director of Public Services) reviewed all proposals. Proposals were evaluated on completeness of proposal, compliance with the RFP format, project understanding, relevant experience and knowledge in public agency procedures and requirements. Their combined scores are as follows:

| Contractor Name | Score |
|----------------------------------|-------|
| JMDIAZ, Inc. | 95.0 |
| Onward Engineering | 92.0 |
| APA Engineering, Inc. | 90.0 |
| GHD Inc. | 87.0 |
| CNC Engineering, Co | 85.0 |
| TMAD Taylor & Gaines | 85.0 |
| Infrastructure Engineers | 83.0 |
| Elie Farah, Inc., | 80.0 |
| W.Z. Zimmerman Engineering, Inc. | 80.0 |

Based on the above scores, staff recommends that the City Council approve an agreement with JMDIAZ, Inc., for design and engineering services for the Telegraph Road Street Improvement Project (Project No. 1305) in the amount of \$150,000. When the project's plans and specifications; they will include a detailed cost estimate.

FISCAL IMPACT:

On August 5, 2013, as part of the FY 2013/14 Capital Improvement Program Budget, the City Council approved \$1,800,000 for the proposed improvements on Telegraph Road, including design and engineering services.

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.

Reviewed by:

Patrick Malloy
Special Assistant to the City Administrator

Respectfully submitted:

Jorge Rifa
City Administrator

Recommended and prepared by:

Danilo Batson
Assistant Director of Public Services

Fiscal impact reviewed by:

Vilko Domc
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 PROFESSIONAL SERVICES AGREEMENT WITH
JMDIAZ, INC. FOR DESIGN AND ENGINEERING SERVICES FOR CITY PROJECT
NO. 1305 - TELEGRAPH ROAD STREET IMPROVEMENT PROJECT

WHEREAS, on November 5, 2012, the City Council approved a Request for Proposals (RFP) for Design and Engineering Services for City Project No. 1305 - Telegraph Road Street Improvement Project; and

WHEREAS, after analyzing all of the proposals that were received in response to the RFP, City staff recommended that the City Council approved an agreement with JMDIAZ, Inc. for the required services.

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

Section 1. The Agreement between the City of Commerce and JMDIAZ, Inc. for design and engineering services for the Telegraph Road Street Improvement Project (City Project No. 3505) is hereby approved. The Mayor is hereby authorized to execute the Agreement for and on behalf of the City of Commerce.

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

Joe Aguilar, Mayor

ATTEST:

Victoria M. Alexander
Deputy City Clerk

THIS AGREEMENT (the "Agreement") dated as of June _____, 2013 (the "Effective Date") is made by and between JMDiaz, Inc. ("Consultant") and the City of Commerce, a municipal corporation (the "City").

RECITALS

WHEREAS, Consultant represents that it is specially trained, experienced and competent to perform the special services that will be required by this Agreement; and

WHEREAS, Consultant is willing to render such Services, as hereinafter defined, on the terms and conditions below.

AGREEMENT

1. **Scope of Services and Schedule of Performance.**

Consultant shall perform the services (the "Services") set forth in Exhibit A, which is attached hereto and incorporated herein by this reference, in accordance with the schedule set forth therein.

2. **Term.**

Except as otherwise provided by Section 20 hereof, the term of this Agreement shall be for a period of 548 days from the Effective Date. If the City desires to extend this period, the City shall advise Consultant at least thirty (30) days prior to the expiration of the original period.

3. **Compensation.**

So long as Consultant is discharging its obligations in conformance with the terms of this Agreement, Consultant shall be paid a fee by the City in accordance with the fee schedule set forth in Exhibit A and with the other terms of this Agreement. The fees payable hereunder shall be subject to any withholding required by law.

Such fees shall be payable following receipt of an itemized invoice for services rendered. Consultant shall send and address its bill for fees, expenses, and costs to the City to the attention of the City Administrator. The City shall pay the full amount of such invoice; provided, however, that if the City or its City Administrator object to any portion of an invoice, the City shall notify Consultant of the City's objection and the grounds therefore within thirty (30) days of the date of receipt of the invoice; the parties shall immediately make every effort to settle the disputed portion of the invoice.

4. **Financial Records.**

Consultant shall maintain complete and accurate records with respect to fees and costs incurred under this Agreement. All such records shall be maintained on a generally accepted accounting basis and be clearly identified and readily accessible. Consultant shall keep, maintain

and provide free access to such books and records to examine and audit the same, and to make transcripts thereof as necessary, and to allow inspection of all work data, documents, proceedings and activities related to this Agreement for a period of three years from the date of final payments under this Agreement. All accounting records shall readily provide a breakdown of fees and costs charged to this Agreement.

5. Independent Consultant.

Consultant is and shall perform its services under this Agreement as a wholly independent contractor. Consultant shall not act nor be deemed an agent, employee, officer or legal representative of the City. Consultant shall not at any time or in any manner represent that it or any of its agents, employees, officers or legal representatives are in any manner agents, employees, officers or legal representatives of the City. Consultant has no authority to assume or create any commitment or obligations on behalf of the City or bind the City in any respect. This Agreement is not intended to and does not create the relationship of partnership, joint venture or association between the City and Consultant. None of the foregoing shall affect any privilege or protection against disclosure which applies to the services Consultant undertakes under this Agreement.

6. Consultant to Provide Required Personnel; Subcontracting.

Consultant shall provide and direct the necessary qualified personnel to perform the Services required of, and from, it pursuant to the express and implied terms hereof, with the degree of skill and judgment normally exercised by recognized professional firms performing services of a similar nature at the time the Services are rendered, and to the reasonable satisfaction of the City.

Consultant may not have a subcontractor perform any Services except for the subcontractors identified in Exhibit A as such. Such identified subcontractors shall perform only those Services identified in Exhibit A as to be performed by such subcontractor. All labor, materials, fees and costs of such identified subcontractors shall be paid exclusively by Consultant. No subcontractors may be substituted for any of the identified subcontractors except with the prior written approval of the City Administrator.

7. Responsible Principal and Project Manager.

Consultant shall have a Responsible Principal and a Project Manager who shall be principally responsible for Consultant obligations under this Agreement and who shall serve as principal liaison between the City and Consultant. Designation of another Responsible Principal or Project Manager by Consultant shall not be made without the prior written consent of the City. The names of the Responsible Principal and the Project Manager are listed in Exhibit A.

8. City Liaison.

Consultant shall direct all communications to the City Administrator or his designee. All communications, instructions and directions on the part of the City shall be communicated exclusively through the City Administrator or his designee.

9. Licenses.

Consultant warrants that it and its employees have obtained all valid licenses and/or certifications generally required of professionals providing services such as the Services, by all applicable regulating governmental agencies, and are in good standing with such applicable regulating governmental agencies.

10. Compliance with Laws.

Consultant shall, and shall ensure that its employees and its subcontractors, if any, comply with all applicable city, county, state, and federal laws and regulations (including occupational safety and environmental laws and regulations) in performing the Services and shall comply with any directions of governmental agencies and the City relating to safety, security, and the like.

11. Insurance.

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

12. Warranty and Liability.

Consultant warrants that the Services provided under this Agreement will be performed with the degree of skill and judgment normally exercised by recognized professionals performing services of a similar nature at the time the services were rendered. Consultant shall be liable for injury or loss caused by the negligence of, or breach of this warranty by Consultant, its employees, its subcontractors, if any, and/or its agents hereunder. This warranty survives the completion and/or termination of this Agreement.

13. Indemnification.

Consultant shall indemnify and hold the City and their respective officials, officers, agents and employees harmless from and against any and all liabilities, losses, damages, costs and expenses the City and their respective officials, officers, agents and employees hereafter may suffer in connection with any claim, action, or right of action (at law or in equity) because of any injury (including death) or damage to person or property proximately caused by any negligent acts, errors, or omissions by Consultant, its employees, its subcontractors or its agents in the performance of the Services hereunder. Consultant shall not be liable to the extent that any liability, loss, damage, cost, and expense is caused solely from an act of negligence or willful misconduct by the City or its respective officials, officers, employees or agents. Upon demand, Consultant shall promptly provide a defense to such claims, actions or right of action (at law or equity) and shall promptly pay for all associated and resulting costs, damages, settlements, penalties, judgments, fees and expenses, including attorneys' fees and costs.

14. Confidentiality.

Consultant shall maintain as confidential and not disclose to others, either before or after the termination of this Agreement, any data, documents, reports, or other information provided to Consultant by the City, or employees or agents of the City, or any data, documents, reports, or other information produced by Consultant during its performance hereunder, except as expressly authorized in writing by the City, or to the extent required for: (1) compliance with professional standards of conduct for the preservation of the public safety, health, and welfare, but only after Consultant notifies the City of such need for disclosure; and (2) compliance with any court order or other government directive or requirement, but only after Consultant notifies the City of such an order, directive, or requirement. Consultant shall keep all "Confidential" materials received or generated under this Agreement in separate files marked "Confidential." Any non-compliance by Consultant with this part of the Agreement shall be deemed a material breach of this Agreement. The obligations of this paragraph shall survive the termination of this Agreement.

15. Ownership of Documents.

All original documents, designs, drawings, methodological explanations, computer programs, reports, notes, data, materials, services and other products prepared in the course of providing the Services (collectively, "Products") shall become the sole property of the City and the City shall have authority to publish, disclose, distribute, use, reuse or disposed of the Products in whole or in part, without the permission of Consultant. In the event that this Agreement is terminated by the City, Consultant shall provide the City with any finished or unfinished Products. No documents, designs, drawings, methodological explanations, computer programs, reports, notes, data, materials, services and other products prepared in whole or in part under this Agreement shall be the subject of an application for copyright or submitted for publication by or on behalf of Consultant. Notwithstanding such ownership, Consultant shall be entitled to make and obtain copies or reproductions of such Products for its own files or internal reference.

16. Data and Services to be Furnished by the City.

All information, data, records, reports and maps as are in possession of the City, and necessary for the carrying out of this work, shall be made available to Consultant without charge. The City shall make available to Consultant, members of the City's staff for consultation with Consultant in the performance of this Agreement. The City does not warrant that the information data, records, reports and maps heretofore to be provided to Consultant are complete or accurate; Consultant shall satisfy itself as to such accuracy and completeness. The City and Consultant agree that the City shall have no liability should any of the information, data, records, reports, and maps be inaccurate, incomplete or misleading.

17. Covenant against Contingent Fees.

Consultant warrants that it has not employed or retained any company or person to solicit or secure this Agreement and that it has not paid or agreed to pay any company or person any fee, City or percentage from the award or making of this Agreement, except for subcontractors listed in this Agreement. For breach or violation of this warranty, the City shall have the right,

among other available legal remedies, to terminate this Agreement without liability, or in its discretion, to deduct from the consideration payable to Consultant, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.

18. Conflict of Interest.

Consultant covenants that neither it nor any officer or principal of its firm have any interests, nor shall they acquire any interest, directly or indirectly which will conflict in any manner or degree with the performance under this Agreement. Consultant further warrants its compliance with the Political Reform Act (Government Code § 81000, *et seq.*) and all other laws, respecting this Agreement and that no Services shall be performed by either an employee, agent, or a subcontractor of Consultant, who has a conflict relating to the City or the performance of Services on behalf of the City.

19. Other Agreements.

Consultant warrants that it is not a party to any other existing agreement that would prevent Consultant from entering into this Agreement or that would adversely affect Consultant's ability to perform the Services under this Agreement. During the term of this Agreement, Consultant shall not, without City's prior written consent, perform services for any person, firm, or corporation other than City if such services could lead to a conflict with Consultant's obligations under this Agreement.

20. Termination.

This Agreement may be terminated, prior to the expiration of its term, only in the following manner:

- a. by the written mutual agreement of the parties hereto; or
- b. by the City, with or without cause, upon 5 days written notice to Consultant pursuant to Section 25 of this Agreement.

Upon receipt of a notice of termination, Consultant shall immediately cease all work and promptly deliver to the City the work product or other results obtained by Consultant up to that time. In the event of termination without cause by the City, the City shall pay Consultant for work completed prior to the date of such termination (based on the percentage of the overall work satisfactorily completed by Consultant in relation to the work required by the entire Agreement or the hours worked by Consultant, as applicable), provided such work is in a form usable by the City.

21. Waiver of Breach.

No waiver of any term, condition or covenant of this Agreement by the City shall occur unless signed by the City Administrator and such writing identifies the provision which is waived and the circumstances or period of time for which it is waived. Such waiver shall be for the specified period of time only and shall not apply to any subsequent breach. In addition, such

waiver shall not constitute a waiver of any other term, condition or covenant of this Agreement nor shall it eliminate any remedies available to the City for any breaches of this Agreement which are not excused by such waiver. A delay in communicating a failure of Consultant to satisfy a term, condition or covenant in no way waives that term or any remedies available for its breach.

22. Assignment.

Neither this Agreement nor any rights or obligations hereunder may be assigned or otherwise transferred by Consultant, nor shall this Agreement inure to the benefit of any trustee in bankruptcy, receiver, or creditor or Consultant, whether by operation of law or otherwise, without the prior written consent of the City which may be withheld in its sole discretion. Any attempt to so assign or transfer this Agreement or any rights or obligations hereunder without such consent shall be void and of no effect.

23. Arbitration.

If any dispute arises out of or relates to this Agreement, or the breach thereof, and if such a dispute cannot be settled through direct discussions, the parties agree to settle any disputes involving only monetary amounts less than \$100,000 by binding arbitration pursuant to the rules of the American Arbitration Association by an arbitrator sitting in Los Angeles County.

24. Attorneys' Fees.

In the event an arbitration or a judicial proceeding is brought to enforce the terms of this Agreement, the prevailing party shall be entitled to recover from the other party its reasonable costs and attorneys' fees incurred in connection therewith.

25. Notices.

Notices provided hereunder shall be delivered by certified First Class U.S. Mail, postage prepaid, or by personal service as required in judicial proceedings, directed to the address provided below:

For the City:

City of Commerce
2535 Commerce Way
Commerce, California 90040
Attn: City Administrator

For Consultant:

JMDiaz, Inc.
18645 East Gale Avenue, Suite 212
City of Industry, California 91748

Attn: Juan M. Diaz, President/CEO

Notice shall be deemed received three days after its mailing to the above address or upon actual receipt as indicated by return receipt, whichever is earlier. Personal service shall be deemed received the same day personal delivery is effected.

26. Governing Law.

The validity, performance and construction of this Agreement shall be governed by and interpreted in accordance with the laws of the State of California applicable to contracts made to be performed therein. Any litigation commenced by either party to this Agreement shall be venued in Los Angeles County, California.

27. Severability.

Should any part of this Agreement be declared by a final decision by a court or tribunal of competent jurisdiction to be unconstitutional, invalid, or beyond the authority of either party to enter into or carry out, such decision shall not affect the validity of the remainder of this Agreement, which shall continue in full force and effect, provided that the remainder of this Agreement, absent the unexercised portion, can be reasonably interpreted to give effect to the intentions of the parties.

28. No Construction of Agreement against any Party.

Each party has cooperated in the drafting and preparation of this Agreement. Hence, in any construction to be made of this Agreement, it shall not be construed against any party on the basis such party drafted this Agreement or any provision thereof.

29. Entire Agreement and Amendments to Agreement.

This Agreement contains the entire understanding and agreement between the parties hereto with respect to the subject matter hereof and supersedes all previous communications, negotiations, and agreements, whether oral or written, between the parties with respect to such subject matter, and no addition to or modification of this Agreement or waiver of any provisions of this Agreement shall be binding on either party unless made in writing and executed by Consultant and the City.

30. No Representations Except as Expressly Stated in this Agreement.

Except as expressly stated in this Agreement, no party, nor its employees, agents or attorneys have made any statement or representation to any other party or its employees, agents or attorneys regarding any fact relied upon in entering into this Agreement, and each party does not rely upon any statement, representation and/or promise of any other party, its respective employees, agents or attorneys in executing this Agreement.

31. Counterpart Signatures.

This Agreement may be executed in one or more counterparts. When this Agreement has been properly signed by an authorized representative of each of the parties hereto, it shall constitute a valid Agreement, though each of the signatories may have executed separate counterparts hereof.

IN WITNESS WHEREOF, the parties hereto have each executed or caused to be executed this Agreement as of the Effective Date.

CITY OF COMMERCE

DATED: June __, 2013

By: _____
Joe Aguilar, Mayor

ATTEST:

Linda K. Olivieri, City Clerk

JMDIAZ, INC.

DATED: June __, 2013

By: _____
Juan M. Díaz, President/CEO

APPROVED AS TO FORM

By: Eduardo Olivo
Title: City Attorney

EXHIBIT A



Scope of Work

Our proposed scope of work consists of the following tasks:

Phase I – Preliminary Design (35%)

Task I-1 – Project Administration, Coordination and Meetings

The JMD Team will meet with City staff and confirm the project scope, establish key communication personnel, refine the project schedule and finalize design criteria. After review of the process to be followed, agreement on the design concept and schedule will be reached. This will avoid confusion and delays later in the project development process and facilitate timely review and approval of submittals.

Meetings between the City and JMD will be held to keep all parties informed, resolve issues and successfully complete the project. Written progress reports will be prepared monthly to assess project progress, identify issues and outline planned work tasks and submittals. A monthly schedule, in MS Project, will also be provided.

Coordination meetings with City staff will include entities such as Montebello, Pico Rivera, CPUC, UPRR and Caltrans to provide sufficient advance notification prior to the commencement of construction activities.

This task assumes up to one (1) kickoff and five (5) coordination meetings.

Task I-2 – Research/Data Collection/Utility Coordination/Permitting

JMD will obtain documentation available from the City and/or County records as well as those from Caltrans pertaining to this project. We will assemble, sort and review existing available information on the project area, including "as-built" plans, maps, studies, existing right-of-way and utility information in order to become familiar with the project, ascertain the completeness and accuracy of available information and determine additional information requirements. Although not anticipated, JMD can assist in identifying any easement documents for any traffic signal equipment that may be located in private property. Field reviews will be performed, as necessary, to verify that existing information is correct and current.

Due to the straightforward nature of the project, field review(s) for the project could consist of the following:

- The project site will be field inventoried to determine proposed locations of signal equipment,

signing and striping adjacent to the intersection, right-of-way, curb and gutter, sidewalk and miscellaneous topographic features. Caltrans, City, County and UPRR right of way boundaries will be identified as appropriate. This inventory will also identify potential utility conflicts.

- Any recommended additions or deletions to the project will be developed at this time. A recommendation will be made regarding improvements necessary to achieve the City's objectives and available funding.
- After determination of the desired objectives for the roadway improvements, affected entities will be contacted regarding specific requirements that they have and also if they have committed to related improvements which would be implemented within the time frame of the City's project. Any concurrent projects encountered will be identified.

JMD will coordinate with utility companies involved to identify existing underground and overhead utility lines that may interfere with the proposed improvements. JMD will send a preliminary notice to each utility company with facilities in each project area. The notices will request plans for any existing or planned improvements, prior rights information and, if required, a preliminary cost estimate and schedule for each company for any required relocation. JMD will also review the information obtained from the City and utility companies and make recommendations of the locations for underground investigations, including potholing, to determine utility locations and depth. This task assumes six (6) pothole locations.

JMD will provide deliverables to Caltrans to process encroachment permit(s) and obtain timely project approval. Six (6) one week review cycles during each project milestone are estimated for Caltrans permitting purposes.

Task I-3 – Geotechnical Analysis/Report

JMD's geotechnical subconsultant, LaBelle Marvin, will conduct an investigation and prepare a geotechnical report documenting project findings.

The investigation will utilize a combination of in place deflection testing to define the current roadway strength combined with pavement core sampling to explore and define present street conditions, layer thicknesses and where detectable, prior resurfacing history. Pavement core data will be combined with laboratory soil strengths and projections of future traffic use to develop appropriate replacement sections. The existing sections will be compared to the required replacement sections,



providing a basis for development of current structural needs and reinforcement requirements.

The following are the specific subtasks to be performed by LaBelle Marvin:

Pavement Deflection (Strength) Testing Along Existing Pavements

- Non-destructive pavement deflection data shall be gathered from the right wheel path of each through traveled lane at 100 to 200 foot intervals to define present roadway strength.
- Pavement strengths will be measured utilizing the JLS Falling Weight Deflectometer, imposing a series of 9,000 pound loads per California Test Method 356.
 - Data obtained will be obtained at ten (10) sensor locations spaced 6" to 12" on center at each test point defining the pavement deflection basin under loading.
 - Visual pavement conditions and/or distress, cross streets, presence or absence of curb and gutter, and other such observations shall be documented.
 - Correlating data will include pavement surface temperature and GPS spatial location at each test point.
 - Field data collected shall be returned to our office for computer modeling and analysis.

Pavement Core Sampling within Existing Roadway

- LaBelle Marvin will obtain an Encroachment Permit from the City (if required), adhering to the City's requirements for Traffic Control, hours of operations, method of patching, etc.
- Representative core sample locations will be selected marked on the pavement surface and Underground Service Alert notified to avoid conflict with buried utilities.
- Core sample locations will be relocated which may interfere with buried lines or pipes.
- Coring and subsurface sampling will be performed at twenty (20) pre-selected locations within the roadway to determine the thickness of the existing structural section including but not limited to asphalt concrete layer(s), Portland cement concrete layer(s) if any, and aggregate base layer, if any.
- Borings will extend to a maximum four (4') foot depth from the surface to obtain bulk samples of the underlying subgrade soils.

- Bulk subgrade soil samples will be placed in plastic bags, sealed, and transported to our laboratory for further analysis.
- LaBelle Marvin, Inc., shall provide traffic control adequate to protect the traveling public and work force, consistent with the Encroachment Permit requirements.
- All sample locations will be backfilled and patched in accordance with Encroachment Permit requirements prior to leaving the site.

Laboratory Testing

- Bulk subgrade soil samples will be visually classified and the in-situ moisture content determined upon receipt in the laboratory.
- Representative subgrade sample(s) will be selected and tested for R-Value strength testing, per California Test Method 301, and aid in defining the most probable long term moisture conditions following construction.

Engineering Services

- Perform site reconnaissance,
 - compare field conditions with measured pavement strengths determined during deflection testing.
 - compare field conditions with thickness data obtained during core sampling.
 - compare field conditions with component analysis based on laboratory subgrade strength testing.
- Data developed during R-value testing will be utilized to project probable field support conditions during construction and highlight where appropriate special care may be required during roadway preparation.
- Evaluation of the present pavement thicknesses utilizing component analysis with R-value strength data will be combined with future traffic estimates (Traffic Index provided by JMD) for design and development of suitable, alternative replacement sections.
- Field Strength (deflection) data shall be reviewed for establishing representative statistical sample limits (80th percentile deflection) and shall include:
 - Tabulation of all deflection measurements at all sensors at each test location.
 - Equivalent Traveling Deflectometer deflection value at the loading point.



- All field notes locating cross streets, pertinent landmarks, field conditions, etc.
- Pavement surface temperature measurements at each test location.
- Global Position System (GPS) spatial data corresponding to each test location.

Final Report

The Final Report will include:

- All data developed during the investigation.
- Engineered recommendations for alternate methods of pavement rehabilitation for the lane(s) studied.
- Replacement structural section recommendations for areas of reconstruction.
- All services will be supervised by Civil Engineer specializing in the evaluation and design of pavement systems and Registered in the State of California.

Task I-4 – Surveying (Optional for Resurfacing)/ ROW Engineering/Base Plans

JMD's surveying subconsultant, Coast Surveying, Inc., will perform the following tasks if needed for minor segments requiring reconstruction:

- Perform survey research at the City of Commerce, the County of Los Angeles, and Caltrans District 7 for horizontal and vertical control, record maps, centerline ties, right of way maps, and any other pertinent information.
- Perform design surveys in the field along Washington Blvd. from I-5 Freeway to the westerly City Limits line, all with cross sections every 50 feet. Provide AutoCAD .dwg digital file of survey points including breaklines. Prepare an ASCII text .txt file of all the survey points with point number, X, Y, Z and descriptor.
- Perform design surveys in the field to obtain a 10-foot grid at the intersections of Washington Blvd. with Eastern Avenue and Washington Blvd. with Atlantic Blvd.
- Recover, tie-in, and position centerline monuments and centerline ties on Washington Blvd. from I-5 Freeway to the westerly City Limits line.
- Prepare pre-construction Corner Records for the found centerline monuments and centerline ties and process through the Los Angeles County

Surveyor's Office. Deliver a copy of the filed Corner Records to the City of Commerce.

- Perform centerline survey analysis using the found centerline monuments.
- Prepare a record boundary for the property located at the northwesterly corner of Washington Blvd. and Ayers Avenue.
- Prepare a legal description and sketch signed by a California Licensed Land Surveyor, including one governmental review each for the property acquisition at the northwesterly corner of Washington Blvd. and Ayers Avenue. The legal description and sketch dimensions will be provided in feet. Title reports, appraisals, right of way negotiations and acquisitions are not included in this proposal.
- All surveys will be tied into the appropriate existing horizontal and vertical control datums utilizing both GPS Receivers and digital levels.

Utilizing the survey data and base mapping provided by Coast, JMD will prepare base plans for the project.

Hydrology/Hydraulic Analysis Report (Optional)

Due to the straightforward nature of the project, a hydrology and hydraulic analysis and report are not anticipated for the project.

Task I-5 – Traffic Analysis/Traffic Index

JMD will obtain current traffic counts at key intersections and provide a concise yet comprehensive traffic analysis, utilizing Synchro or TRAFFIX, of existing, project year and horizon year (2035) to assess current and traffic needs. SCAG's current model traffic volumes will be utilized and validated with traffic volumes obtained. The results of the analysis will be utilized to determine turn lane capacities and lengths to be included during the PS&E design process.

JMD will also utilize traffic volumes to calculate a traffic index for Telegraph Road. The existing traffic counts will be projected 20 years to develop a structural pavement section that meets a 20-year design life. This pavement section will be coordinated with our geotechnical subconsultant, LaBelle Marvin, to determine the optimal structural pavement section.

This task assumes analysis of up to 2 intersections.

Task I-6 Landscaping Concept (Optional)

JMD's landscape architect subconsultant, Tatsumi and Partners, may develop the landscaping concept in accordance with the following subtasks:



Landscape Opportunities and Constraints Plan

Tatsumi personnel will prepare sketch opportunities and constraints plan to illustrate areas where landscape can occur and where it cannot occur. Factors involved in assessing whether constraints exist include, but are not limited to: non-removal of existing sidewalks, safety clear view lines, safety setbacks, maintenance safety considerations, utility obstructions, driveways, business signage, and business entries. These would be illustrated on this plan and serve as the in-house basis for the landscape base plan.

Prepare Landscape Concepts

Based on the opportunities and constraints plan, Tatsumi would prepare a maximum of two landscape concepts for the preferred engineering alternative. These concepts would both feature the Queen Palm tree but attempt to investigate diverse avenues of utilizing these trees as well as investigating various visual/landscaping themes within the center median islands. Hardscape, lighting, and site furnishings designs are not included in Tatsumi's landscape concepts.

Preferred Landscape Concept

Tatsumi would assist the team and the City in selecting elements of the concepts that addresses most of the project goals and objectives. These concepts would involve the landscape at the intersection treatments, new landscaping within parkways (tree wells) and/or median islands.

Task I-7 Right of Entry (ROE) Permit Application (Optional)

As an optional task, JMD may prepare a Right of Entry (ROE) permit application required to allow the City and JMD Team to enter the UPRR railroad corridor to conduct field activities within 25 feet from the nearest track. The cost for preparing the ROE application, including obtaining flagging and Railroad Protective Liability Insurance (RLPI), are not included in this task.

Task I-8 Diagnostic Meeting (Optional)

JMD would schedule a follow up diagnostic meeting with the City of Commerce, UPRR and CPUC to evaluate and discuss existing conditions and proposed grade crossing improvements. The diagnostic meeting presents the preliminary design plans to all parties for the purpose of obtaining input from all rail entities prior to beginning the final design effort. The diagnostic meeting would confirm the basis for the proposed improvements and would initiate the agency review process. This task assumes two diagnostic related meetings.

Phase II – 65% Design

Task II-1 – Preliminary Plans

After review and approval of the detailed recommendations, JMD will prepare preliminary construction plans for the proposed roadway improvements. JMD will develop a conceptual exhibit to confirm that the proposed roadway improvements will not encroach within County, Caltrans or UPRR right of way. In addition, plans will comply with the regulations and standards of the City and State of California, as applicable. The following outlines the specific details of the design plans:

Title Sheet

JMD will prepare a title sheet containing a vicinity map, general and construction notes, construction legend, list of affected utilities, a drawing list and other details covering the project limits.

Typical Sections and Detail Plans

JMD will prepare typical sections and details at appropriate scales to illustrate existing and proposed roadway and structural pavement sections as well as provide miscellaneous construction sections and details.

Roadway Improvement Plans

JMD will prepare detailed roadway plans consisting of plan and profile at a scale of 1"=20', on City title block and detailing existing and proposed roadway features and details. The roadway plans will include recommended access ramps, driveways, and sidewalk improvements.

Intersection Plans

JMD will prepare detailed intersection plans at a scale of 1"=10', including intersection grids with elevations. The intersection plans will detail proposed widening and include curb ramps.

Signing and Striping Plans

JMD will prepare detailed signing and striping plans at a scale of 1"=40' using the City-provided title block. These plans will identify existing and proposed signing and striping features including bikeway features, if any. Traffic signal loop replacements will also be shown on these plans.

Traffic Control Plans

JMD will prepare detailed traffic control plans at a scale of 1"=40' for up to two construction phases for roadway segments and up to nine construction stages at major intersections.



Optional Drawings

The following drawings are not currently included in this proposal due to the straightforward nature of the project as confirmed with City staff. JMD, however, can prepare optional plans described below following negotiation and scope amendment with City staff.

Landscaping and Irrigation Plans

As an option, our landscape architect subconsultant, Tatsumi and Partners, can prepare landscaping and irrigation plans at appropriate scales to detail proposed landscaping features and related irrigation within proposed sidewalks and raised median islands, as appropriate.

Grade Crossing Plan

JMD may prepare a detailed grade crossing plan consisting of plan and profile at a scale of 1"=20', on City title block and detailing existing and proposed grade crossing protection, features and details. The grade crossing plans would be prepared to comply with UPRR and CPUC requirements.

Storm Drain Modification Plans

JMD may prepare storm drain modification plans for proposed catch basin relocations. The plans would consist of plan and profile and would be prepared at a scale of 1"=20' (horizontal) and 1"=4' (vertical). The plans would detail catch basin relocations.

Traffic Signal Modification Plans

JMD may prepare traffic signal modification plans for the six signalized intersections modified. The traffic signal modification plans would be prepared at a scale of 1"=20' and would include equipment schedules, conductor schedules as well as detail signal equipment modifications and traffic signal loop replacement.

Traffic Signal Interconnect Plans

JMD may prepare traffic signal interconnect plans covering the signalized intersections nearest the I-710 Freeway. The traffic signal interconnect plan would be prepared at a scale of 1"=40' and would include interconnected signal details.

Street Lighting Plans

JMD may analyze illumination levels required and prepare street lighting plans at a scale of 1"=40' and detailing the proposed undergrounding of existing roadway lighting with standard pull boxes and light standards. Lighting plan designs would be coordinated with our landscape architect, Tatsumi and Partners, to ensure that proposed trees do not conflict and impede illumination levels required for proposed lighting.

Utility Relocation Plans

Due to the limited nature of the rehabilitation improvements, JMD has assumed that major utility relocation plans may not be necessary and are, therefore, not included in this proposal. However, JMD would assist in identifying potential conflicts, if any, with the City.

Storm Water Pollution Prevention Plans (SWPPP)

If the City prefers SWPPP be prepared by the design consultant and not the Contractor, JMD may prepare storm water pollution prevention plans for the project.

Deliverables

The following are the estimated plan sheets and related quantities for the project:

| Plan Sheets | Qty |
|-----------------------------------|-----------|
| Title Sheet | 1 |
| Typical Sections and Detail Plans | 2 |
| Roadway Improvement Plans | 7 |
| Intersection Detail Plans | 4 |
| Cross Sections | 3 |
| Signing and Striping Plans | 5 |
| Traffic Control Plans | 10 |
| Total | 32 |
| Total Plan Set* | 29 |

* Excludes cross sections.

Task II-2 Notice of Intent and SWPPP Construction Booklet (Optional)

JMD may prepare a notice of intent (NOI) to be filed with the State Water Resources Control Board (SWRCB). In addition, JMD would prepare a Storm Water Pollution Prevention Plan (SWPPP) booklet designed to provide a guide for the Contractor to follow. The booklet would include items such as Best Management Practices (BMPs) to be followed for the project.

Task II-3 Construction Bid Items and Opinion of Probable Construction Cost

JMD will prepare a list of construction bid item quantities and construction cost estimates for the project elements, which will include a proposed item list, estimated quantities, and current unit cost resulting in line-item cost estimates. At the first plan check, a preliminary cost estimate will be developed for comparison with previous project budget estimates. Back-up of cost estimate calculations showing quantities and unit costs per sheet will be provided to the City for review with each submittal. During final



design, JMD will prepare a final estimate to validate construction bids by contractors during the bidding process.

Tasks II-4 Specifications

JMD will prepare technical specifications and Bid Package using Greenbook format as provided by the City. JMD will provide hard copy and digital (MS Word) formatted specifications to the City. This task assumes that the City will provide boilerplate and ultimate packaging of the specifications.

Task II-5 Easement/License Coordination (Optional)

JMD may coordinate with UPRR for the preparation of easements or licenses required for new improvements to be constructed within UPRR property. The easements or licenses are assumed to be prepared and executed by UPRR.

Task II-6 Construction and Maintenance (C&M) Agreement (Optional)

JMD may coordinate the preparation of a Construction and Maintenance (C&M) agreement defining the roles and responsibilities of the City and BNSF, if any. The C&M agreement would define payment responsibilities for construction of the grade crossing improvements and require an estimate for railroad signal improvements to be prepared by UPRR.

Task II-7 CPUC Application (Optional)

JMD may prepare one (1) application to be submitted to the CPUC for the proposed grade crossing modifications. There are two types of applications that can be prepared depending on the extents of the improvements. The preparation of a CPUC application would cover the ultimate (i.e., permanent) improvements and not interim improvements during construction.

Due to the proposed improvements, this task assumes a General Order 88B (i.e., GO 88B) application would be required. The application would include exhibits detailing the proposed crossing protection and improvements.

Phase III – 95% Design

Task III-1 – Address/Incorporate Comments and Prepare 95% Submittal

JMD will address and incorporate review comments provided by the City departments for the project. We anticipate a submittal of six (6) sets of plans (hard

copies and digital pdf) for each submittal to the City for review. Separate plan sets will be submitted to utility agencies for review and comment.

Phase IV – Final (100%) Design

Task IV-1 – Address/Incorporate Comments and Prepare Final Submittal

JMD will address and incorporate review comments provided by the City departments for the project.

JMD will submit sealed original ink on mylar plan sheets and digital engineering plans and drawings on CD's in CAD format; sealed original hard copy and CD in MS Word and Excel format of the bid items, cost estimates, calculations and notes generated by the project.

The following are the proposed deliverables:

1. One (1) set of original plans on 24"x36" mylar sheets, one (1) set of reproducible half size plans, specifications, construction bid items and cost estimates.
2. Digital files of project plans in AutoCAD format.

Phase V – Post Design

Task V-1 – Bidding and Preconstruction Assistance

JMD will assist in answering questions regarding omissions or conflicts in the design during the bidding process, pre-bid meeting and preconstruction meeting. This task includes the preparation of minutes and addenda regarding omissions or conflicts in the design as well as answering questions, in writing, during the bid process. JMD will verify and evaluate bids, including accuracy/quality checks as well as provide input to the recommended lowest bidder for contract award.

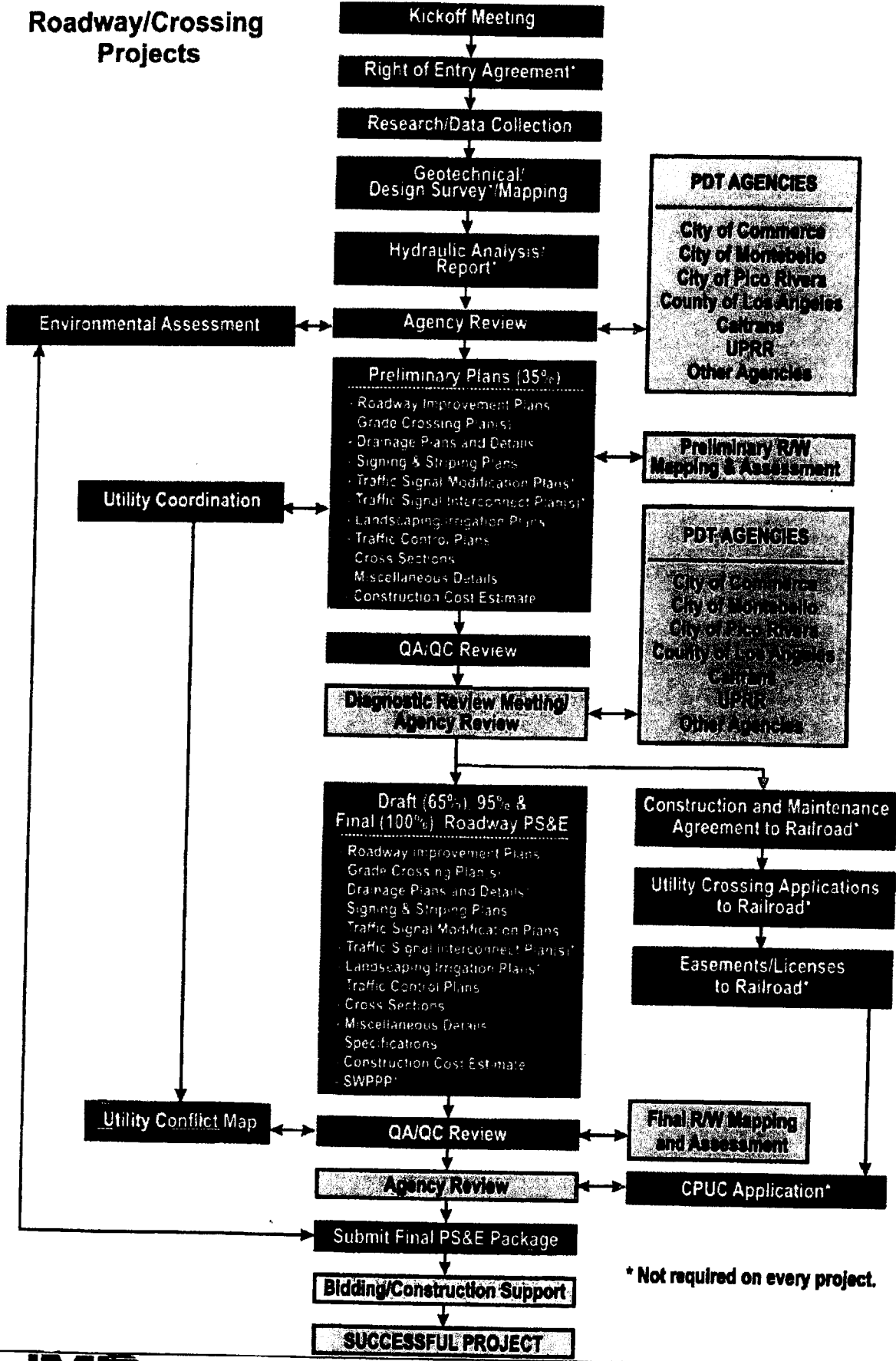
Task V-2 – Design Support During Construction

JMD will assist the City by reviewing Requests for Information (RFIs) and shop drawings as well as addressing, as needed, design adjustments related to the project's construction activities.

Task V-3 – As-Built Plans

Upon construction completion, JMD will assist the City by preparing as-built plans and including design modifications recorded during construction. The as-built plans will be submitted to the City for record purposes.

The process flow chart on the following page illustrates proposed tasks and their sequence:





Fee Proposal
Telegraph Road Street Improvement Project
 City of Commerce

Submitted by: JTD
 February 7, 2013

| TASK | DESCRIPTION | THURCO MANAGER | CAJUP. MANAGER | REL. ENG. | SR. DEL. ENG. | DEL. ENG. | PER. MNT. | INTER. MNT. | TOTAL LABOR HOURS | PROJECT COSTS | REMARKS |
|------------------------------------------------------|---------------------------------------------------------------------|----------------|----------------|-----------|---------------|-----------|-----------|-------------|-------------------|---------------------|-------------------------------------------|
| PHASE I - PRELIMINARY DESIGN (10%) | | | | | | | | | | | |
| I-1 | Project Administration/Coordination/Meetings ^a | 18 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | \$100 | * Deliver/Mileage/Reproduction |
| I-2 | Research/Data Collection/Utility Coordination/Permitting | 2 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | \$0 | * Polishing at 4 locations (Optional) |
| I-3 | Geotechnical Analysis/Report | 2 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | \$0 | * LeBallis Marvin |
| I-4 | Surveying/ROW Engineering/Right of Way | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | \$28,276 | * Coast Surveying, Inc. or FHA Consulting |
| I-5 | Traffic Analysis/Traffic Index - up to 2 freeway ramp intersections | 1 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | \$0 | * Traffic Counts by NDS |
| I-6 | Landscape Concept (Optional) | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | \$1,000 | * Tatum and Partners |
| I-7 | Community Outreach (Optional) | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | \$0 | * Anilimo Associates |
| I-8 | Right of Entry Permit (Optional) | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | \$0 | * Deliver/Mileage/Reproduction |
| I-9 | Diagnostic Meeting - 1 meeting max. (Optional) | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | \$0 | * Deliver/Mileage/Reproduction |
| PHASE II (30% DESIGN) | | | | | | | | | | | |
| I-1a | Title Sheet (1 sheet) | 1 | 1 | 1 | 2 | 0 | 0 | 0 | 0 | \$40 | * Deliver/Mileage/Reproduction |
| I-1b | Typical Sections and Detail Plans (2 sheets) | 1 | 1 | 1 | 2 | 0 | 0 | 0 | 0 | \$40 | * Deliver/Mileage/Reproduction |
| I-1c | Rightway Improvement Plans (7 sheets) | 6 | 6 | 6 | 12 | 0 | 0 | 0 | 0 | \$100 | * Deliver/Mileage/Reproduction |
| I-1d | Grade Closing Plan (1 sheet) (Optional) | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | \$0 | * Deliver/Mileage/Reproduction |
| I-1e | Storm Drain Modification Plans (Optional) ^b | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | \$0 | * Deliver/Mileage/Reproduction |
| I-1f | Intersection Detail Plans (4 sheets) | 2 | 2 | 2 | 4 | 0 | 0 | 0 | 0 | \$0 | * Deliver/Mileage/Reproduction |
| I-1g | Cross Sections (3 sheets) | 2 | 2 | 2 | 4 | 0 | 0 | 0 | 0 | \$12,320 | * Deliver/Mileage/Reproduction |
| I-1h | Signaling and Striping Plans (5 sheets) | 2 | 2 | 2 | 4 | 0 | 0 | 0 | 0 | \$40 | * Deliver/Mileage/Reproduction |
| I-1i | Traffic Signal Identification Plans (Optional) | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | \$100 | * Deliver/Mileage/Reproduction |
| I-1j | Traffic Signal Interconnect Plan (Optional) | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | \$0 | * Deliver/Mileage/Reproduction |
| I-1k | Street Lighting Plans (Optional) | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | \$0 | * Deliver/Mileage/Reproduction |
| I-1l | Landscaping and Irrigation Plans (Optional) | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | \$0 | * Deliver/Mileage/Reproduction |
| I-1m | Traffic Control Plans (10 sheets) | 6 | 6 | 6 | 12 | 0 | 0 | 0 | 0 | \$0 | * Tatum and Partners |
| I-2 | Notice of Intent and SWPPP Construction Booklet (Optional) | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | \$18,320 | * Deliver/Mileage/Reproduction |
| I-3 | Construction Bid Items and Option of Probable Construction Cost | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | \$0 | * Deliver/Mileage/Reproduction |
| I-4 | Specifications | 2 | 2 | 2 | 4 | 0 | 0 | 0 | 0 | \$0 | * Deliver/Mileage/Reproduction |
| I-5 | Essential License Coordination (Optional) | 4 | 4 | 4 | 8 | 0 | 0 | 0 | 0 | \$3,180 | * Deliver/Mileage/Reproduction |
| I-6 | Construction & Maintenance (CAM) Agreement (Optional) | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | \$4,000 | * Deliver/Mileage/Reproduction |
| I-7 | CPUC Application (Optional) | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | \$0 | * Deliver/Mileage/Reproduction |
| PHASE III (65% DESIGN) | | | | | | | | | | | |
| I-11 | Address/Incorporate Comments and Prepare 95% Submittal | 6 | 6 | 6 | 12 | 0 | 0 | 0 | 0 | \$150 | * Deliver/Mileage/Reproduction |
| PHASE IV (FINAL DESIGN) | | | | | | | | | | | |
| I-12 | Address/Incorporate Comments and Prepare Final Submittal | 4 | 4 | 4 | 8 | 0 | 0 | 0 | 0 | \$145 | * Deliver/Mileage/Reproduction |
| PHASE V (POST DESIGN) | | | | | | | | | | | |
| V-1 | Bidding and Procurement Assistance | 6 | 6 | 6 | 12 | 0 | 0 | 0 | 0 | \$2,440 | * Deliver/Mileage/Reproduction |
| V-2 | Design Support During Construction | 4 | 4 | 4 | 8 | 0 | 0 | 0 | 0 | \$4,320 | * Deliver/Mileage/Reproduction |
| V-3 | As-Built Plans | 2 | 2 | 2 | 4 | 0 | 0 | 0 | 0 | \$100 | * Deliver/Mileage/Reproduction |
| TOTAL ESTIMATED LABOR HOURS | | | | | | | | | | 1,468 | |
| TOTAL ESTIMATED DESIGN COST (WITHOUT OPTIONS) | | | | | | | | | | \$158,068.00 | |

^a Rates are subject to a 5% annual increase on January 1.
^b Assumes six (6) meetings for the entire project.
^c Hydrology/Hydraulic Analysis is not included.
^d Individual limited survey only for reconstruction areas (up to amount shown in fee proposal).

Telegraph Road Rehabilitation Project
 City of Commerce
 August 28, 2013

| ID | Task Name | Duration | Start | Finish |
|----|------------------------------------------------------------------|-----------------|--------------------|---------------------|
| 1 | Project Administration/Coordination/Meetings | 325 days | Mon 9/23/13 | Fri 12/19/14 |
| 2 | Kickoff Meeting | 1 day | Mon 9/23/13 | Mon 9/23/13 |
| 3 | Research/Data Collection/Utility Coordination/Permitting | 170 days | Mon 9/23/13 | Fri 5/16/14 |
| 4 | Geotechnical Analysis/Report | 30 days | Mon 9/23/13 | Fri 11/1/13 |
| 5 | Surveying/ROW Engineering/Base Plans | 90 days | Mon 9/23/13 | Fri 1/24/14 |
| 6 | Traffic Analysis/Traffic Index | 30 days | Mon 9/23/13 | Fri 11/1/13 |
| 7 | Right of Entry Permit Application (Optional) | 50 days | Mon 10/21/13 | Fri 12/27/13 |
| 8 | Diagnostic Meeting (one meeting) | 5 days | Mon 10/28/13 | Fri 11/1/13 |
| 9 | 30% Base Plan Submittal | 15 days | Mon 10/14/13 | Fri 11/1/13 |
| 10 | Agency Review | 10 days | Mon 11/4/13 | Fri 11/15/13 |
| 11 | 65% Preliminary Plans | 40 days | Mon 11/18/13 | Fri 1/10/14 |
| 12 | Construction Bid Items and Opinion of Probable Construction Cost | 40 days | Mon 11/18/13 | Fri 1/10/14 |
| 13 | Specifications | 40 days | Mon 11/18/13 | Fri 1/10/14 |
| 14 | Agency Review | 15 days | Mon 1/13/14 | Fri 1/31/14 |
| 15 | Easement/License Coordination (Optional) | 60 days | Mon 1/13/14 | Fri 4/4/14 |
| 16 | Construction and Maintenance (C&M) Agreement (Optional) | 60 days | Mon 1/13/14 | Fri 4/4/14 |
| 17 | CPUC Application (Optional) | 60 days | Mon 1/13/14 | Fri 4/4/14 |
| 18 | 95% PS&E | 35 days | Mon 2/3/14 | Fri 3/21/14 |
| 19 | Notice of Intent and SWPPP Construction Booklet | 81 days | Mon 1/13/14 | Mon 5/5/14 |
| 20 | Agency Review | 15 days | Mon 3/24/14 | Fri 4/11/14 |
| 21 | 100% PS&E | 20 days | Mon 4/14/14 | Fri 5/9/14 |
| 22 | Agency Review and Approval | 15 days | Mon 5/12/14 | Fri 5/30/14 |
| 23 | Submit Final Contract Documents | 10 days | Mon 6/2/14 | Fri 6/13/14 |
| 24 | Bidding and Advertising | 35 days | Mon 6/16/14 | Fri 8/1/14 |
| 25 | Construction | 100 days | Mon 8/4/14 | Fri 12/19/14 |



Project: Schedule1
 Date: Wed 8/28/13

| | | | | | |
|--------------------|--|-----------------------|--|----------------|--|
| Task | | Inactive Task | | Manual Summary | |
| Split | | Inactive Task | | Start-only | |
| Milestone | | Inactive Milestone | | Finish-only | |
| Summary | | Inactive Summary | | Progress | |
| Project Summary | | Manual Task | | Deadline | |
| External Tasks | | Duration-only | | | |
| External Milestone | | Manual Summary Rollup | | | |

EXHIBIT B

REQUIRED INSURANCE

On or before beginning any of the Services called for by any term of this Agreement, Consultant, at its own cost and expense, shall carry, maintain for the duration of this Agreement, and provide proof thereof that is acceptable to the City of its procurement of the insurance specified below from insurers and under forms of insurance satisfactory in all respects to the City. Consultant shall not allow any subcontractor to commence work on any subcontract under this Agreement until all insurance required of Consultant have also been obtained for the or by the subcontractor. Such insurance shall not be in derogation of Consultant's obligations to provide indemnity under Section 13 of this Agreement.

1. Comprehensive General Liability and Automobile Liability Insurance Coverage.

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

Minimum coverage: Bodily injury limits of \$2,000,000 for each person and \$2,000,000 for each occurrence; property damage limits of \$2,000,000 for each occurrence, \$2,000,000 aggregate.

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

2. Errors and Omissions Insurance Coverage.

Consultant shall carry and maintain Errors and Omissions Coverage Insurance which provides a minimum coverage of at least \$2,000,000 for each occurrence, \$2,000,000 aggregate, triggered by manifestation of injury.

3. Worker's Compensation.

Consultant shall carry and maintain worker's compensation as required by the California Labor Code for all persons employed directly or indirectly in connection with this Agreement by Consultant or any subcontractor.

4. Additional Insureds.

The City, its officers, agents and employees must be named as additional insureds or as additional loss payees in all insurance policies required by this Agreement. An endorsement to

this effect shall be delivered to the City prior to the commencement of any work. Satisfaction of any deductible requirement shall be the responsibility of Consultant.

5. Cancellation Clause.

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

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

6. Severability Clause.

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

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

7. Qualifications of Insurer.

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

8. Approval of Insurer.

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

9. Payment of Premiums.

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

10. Evidence of Insurance and Claims.

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



AGENDA REPORT

MEETING DATE: September 3, 2013

TO: HONORABLE CITY COUNCIL

FROM: CITY ADMINISTRATOR

SUBJECT: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMMERCE, CALIFORNIA, APPROVING THE FOURTH 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 Fourth Amendment to the Professional Services Agreement for Design and Engineering Services with RBF Consulting (RBF) for the Washington Boulevard Widening and Reconstruction Project (Project) to complete revisions to traffic control, traffic signal and landscape plans on the project and to provide professional support service for the selection of a qualified Construction Management firm for the pre-construction and construction phases of the project.

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 (the "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 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 of the 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 the 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 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 the consultant agree to increase or modify the terms of the agreement, a properly executed amendment would be required.

On June 19, 2012, the City Council awarded a Professional Services Agreement to RBF Consulting (RBF) for design and engineering services for the 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 Project.

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

On April 2, 2013, the City Council approved the Second Amendment to the Services Agreement with RBF Consulting for the Project.

On July 16, 2013, the City Council approved the Third Amendment to the Services Agreement with RBF Consulting for the Project.

ANALYSIS:

The Project will 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.

Status of Plan Design.

RBF Consulting has submitted design plans to Caltrans for 95% design review. Staff and RBF will be meeting with Caltrans staff to complete this review in the next couple of weeks.

Design Plan revisions

During easement negotiations with Property owners in the vicinity of 4400 Washington the issue of ingress and egress to the properties became part of the negotiations. The property owners are requesting ingress and egress from both east and westbound traffic lanes on Washington Boulevard. In order to accommodate this request, and for the property owners to agree to the dedication of easements fronting their property, the landscaped median on this segment of the street will need to be removed from the design plans. This will require changes to traffic control, signal and landscape plans that have already been prepared. The cost to accommodate this redesign is estimated at \$8,900.

Caltrans ADA Ramp Revisions

As of July 19, 2013, Caltrans has revised its current design standards for ADA access ramps and pedestrian path access within their right of way, making it necessary for additional revisions to the plans. RBF will modify the ADA ramps at 12 locations; modify the ADA channelized access routes at I-5 FWY; and revise plan view and typical sections showing revised gradients; produce plan details and cross-sections for all 12 ADA ramps, revise Traffic Striping and Traffic Signal plans; and Revise Technical Specification to include new section required by Caltrans. The cost to perform these Caltrans-required revisions is estimated at \$15,700.

Construction Management and Administration

Staff is requesting authorization from City Council to proceed in the selection process for a construction management firm for the pre-construction and construction phases of the project. This firm will provide professional construction management services including: construction management and oversight, coordination, scheduling and tracking, administration, inspection and quality assurance, cost estimating, value engineering, and record keeping for the Project. Staff will need assistance in the development and implementation of the selection process and has requested a proposal from RBF to provide professional services in support of this work. Attached to this report is RBF's proposal to provide Professional services in support of a Construction Management and Inspection (CM/CI) Prequalification process and award assistance. The cost for this service is proposed at \$32,570.

TOTAL AMENDMENT.....\$57,170.00

The Federal SAFETEA-LU grant funds will pay for 80% of the cost related to Task #1 and Task #2 of this amendment (or \$19,680.00). The MTA Grant will pay for 80% of the cost related to Task #3 (or \$26,056.00). The City will pay for 20% of the cost related to all Tasks (or \$11,434). Staff recommends approval of the Fourth Amendment adjusting the contract amount from \$1,987,639.00 to \$2,044,809.00.

Due to limits placed on this Agreement by Caltrans Audits, future amendments to the Agreement with RBF Consulting may be necessary as the project progresses and goes into full implementation and construction. For instance, no optional services or contingency could be included in the initial Agreement.

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 the 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 , 2 nd & 3 rd Amendments | 4 th Amendment | New Totals |
|----------------------------|-----------------------|----------------------------------------------------------------|---------------------------|-----------------------|
| Federal Funds (SAFETEA-LU) | \$1,154,143.00 | \$435,968 | \$19,680.00 | \$1,609,791.00 |
| MTA Grant | \$0.00 | \$0.00 | \$26,056.00 | \$26,056.00 |
| Local (City Match) | \$288,536.00 | \$108,992 | \$11,434.00 | \$408,962.00 |
| TOTAL | \$1,442,679.00 | \$554,960.00 | \$57,170.00 | \$2,044,809.00 |

RELATIONSHIP TO 2012 STRATEGIC GOALS:

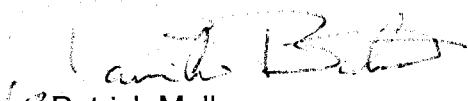
The issue before the Council is applicable to the following Council's strategic goal: *"Improve and maintain infrastructure and beautify our community"* as identified in the 2012 Strategic Plan.

Respectfully submitted:



Jorge Rifa
City Administrator

Reviewed by:



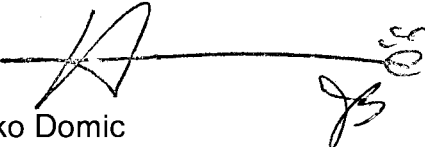
Patrick Malloy
Special Assistant to the City Administrator

Recommended and prepared by:



Danilo Batson
Assistant Director of Public Services

Fiscal impact reviewed by:



Vilko Domic
Director of Finance

Approved as to form:

Eduardo Olivo
City Attorney

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMMERCE,
CALIFORNIA, APPROVING THE FOURTH 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, on December 4, 2012, the City Council approved the First Amendment to the Professional Services Agreement for Design and Engineering Services with RBF Consulting, increasing the contract amount by \$108,640.00 and adding additional services; and

WHEREAS, on April 2, 2013, the City Council approved the Second Amendment to the Professional Services Agreement for Design and Engineering Services with RBF Consulting, increasing the contract amount by \$68,300.00 and adding additional services; and

WHEREAS, on July 16, 2013, the City Council approved the Third Amendment to the Professional Services Agreement for Design and Engineering Services with RBF Consulting, increasing the contract amount by \$368,020 and adding additional services; 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 Fourth Amendment to the Professional Services Agreement is hereby approved. The Mayor is hereby authorized to execute the Fourth Amendment for and on behalf of the City.

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

Joe Aguilar, Mayor

ATTEST:

Victoria M. Alexander
Deputy City Clerk

FOURTH 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 Fourth 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 Fourth 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, increasing the contract amount by \$108,640.00 and adding additional services; and
- G. On April 2, 2013, the City Council approved the Second Amendment to the Professional Services Agreement for Design and Engineering Services with RBF Consulting, increasing the contract amount by \$68,300.00 and adding additional services;
- H. On July 16, 2013, the City Council approved the Third Amendment to the Professional Services Agreement for Design and Engineering Services with RBF Consulting, increasing the contract amount by \$368,020 and adding additional services;
- I. 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 Third Amendment on the dates set forth below.

CITY OF COMMERCE

RBF CONSULTING ("CONSULTANT")

By: _____
Joe Aguilar
Mayor
Dated: _____

By: _____
Gary Miller, PE
Vice President Public Works
Dated: _____

ATTEST:

Victoria M. Alexander
Deputy City Clerk

APPROVED AS TO FORM:

Eduardo Olivo
City Attorney

EXHIBIT "A-1"

Change Request

To: City of Commerce

Project Name: Washington Boulevard
Reconstruction – Amendment #4
(Task Number/Fee Revisions)

Danilo Batson, City Engineer

Project No.: 132964

Date: August 28, 2013

From: Gary Miller, Project Manager

Signature: _____

Description of Changes: Contract Amendment #4

This revised additional work was a result of requests by the City to provide Construction Management and Construction Inspection services, revisions to the plans resulting from a meeting with the City on August 27, 2013 and plan changes, as referenced in Amendment #3, needed to conform with current Caltrans ADA standards. The additional work includes providing:

SUMMARY- Amendment #4 Tasks

Task 1 – Support Services to Select a Construction Management/Construction Inspection (CM/CI) firm (See Attached proposal letter dated August 28, 2013)

Task 2 – Plan Revisions to Eliminate Median (Ash Street to Arrowmill)

Task 3 – I-710 and I-5 at Washington Blvd. Interchange – ADA Ramp modifications consistent with Caltrans July 19, 2013 revised Standard plans and specifications (Post Amendment #3 Approval)

Potential Future Amendment Tasks

- Support During Construction (Per Original Council approval – Optional Task)

DETAIL SCOPE OF SERVICES Amendment #4 Task Descriptions

Task 1 – Support Services to Select a Construction Management/Construction Inspection firm
RBF will provide services in support of the development and implementation of a CM/CI Prequalification Process and recommendation of selection of a qualified CM/CI consultant. This process would entail providing the Request for Prequalification, review of the package, recommending a short list of consultants, providing a Request for Proposal, coordinating the interview process, reviewing the proposal, assisting in the negotiation of the services and fees with the recommended consultant.

It is expected that the services to be provided will include:

SUPPORT SERVICES TO BE PROVIDED

1. Initial Consultation Phase

- Kick off meeting
- Review of Contract Documents
- Schedule review

4. Award Phase

- Assist in the preparation of the Agenda Item
- Attend the Council Meeting

2. Prequalification Implementation Phase

- Development of Prequalification Package
- Review meeting with City of Commerce of Draft Prequalification Package
- Produce Final Prequalification Package
- Assist in the advertisement phase of the Prequalification Package
- Respond to Questions
- Review up to 10 Prequalification Packages
- Meet and confer with the City of Commerce to recommend short list of consultants

5. Consultants Scope of Services Assumptions:

- Design / Engineering Services
- Appeal process of the Pre Qualification Submittal Package
- Litigation Support Services
- All other work not specifically in this scope of services
- No DBE Requirements
- Not a Federally funded construction project

- 3. Request for Proposal Phase**
- Develop Request for Proposal
 - Distribute Request for Proposal to Prequalified Consultants
 - Receive proposal and coordinate up to 5 interviews if needed
 - Chair interviews
 - Meet and confer with the City of Commerce
 - Review Scope and open fee of highest ranked consultant, and negotiate if required

It is anticipated that RBF will provide services in support to the City in the selection of the CM/CI firm. The following table describes the anticipated responsibilities to be provided by the City and the responsibilities to be provided by RBF.

| CM/CI RFQ & SELECTION RESPONSIBILITIES | | |
|-----------------------------------------------------------------------------------------------------------------|-----------------------|-----------------------------------------|
| DESCRIPTION OF WORK | RESPONSIBILITY | PROPOSED SCHEDULE FOR COMPLETION |
| Authorization to Advertise for CM/CI Services | CITY | September 3, 2013 |
| Identify Potential Firms to receive Request for Qualifications (RFQ) | CITY & RBF | September 6 |
| Prepare CM/CI RFQ Package & Prequalification Criteria | RBF | September 6 |
| Approve Criteria and Advertise RFQ | CITY | September 18 |
| Receive RFQ's | CITY | October 9 |
| Review RFQ and determine most qualified for shortlist (4-5 firms) | RBF & CITY | October 18 |
| Prepare Draft invitation to shortlisted consultants for Interview (Including Assessment Criteria for Interview) | RBF | October 21 |
| Approve Invitation and send request for interview (Includes request of fees in separate sealed envelope) | CITY | October 22 |
| Interview Consultants | CITY & RBF | November 5 thru November 7 |
| Select and Negotiate scope and fee with highest ranked | CITY & RBF | November 12 to November 18 |
| Assistance in the preparation of the Council Agenda for Contract Award | CITY & RBF | November 21 |
| Council Award of CM/CI Consultant | | December 3 |

Deliverables

- Identify Prospective CM/CI firms to receive RFQ
- Prepare Selection Criteria
- Assist City to review submittals and select shortlist of firms for interview
- Assist City in interview process
- Assist City with negotiations and selection of CM/CI firm

- Assist City with Council Agenda for contract Award

Task 2 – Plan Revisions to Eliminate Median (ArrowMill to Ash)

Pursuant to the City's request on August 27, 2013, RBF will re-design the proposed median between Ash Street & Arrowmill Avenue from a 4-foot-wide raised median to a single-double yellow stripe. The configuration of the proposed striping shall provide for left turn movements at ArrowMill and Ash. The double yellow stripe configuration would allow for the ability for ingress and egress and will also provide for parking at 4400 Washington Boulevard and will maintain the parking that was provided by the 4 foot raised median.

The impacted drawings include:

ST007 through ST009 (Plan and Profile), UT-005 through UT-006 (Utility), traffic signal plan at Arrowmill, "TS-017", PD-004 (Signing and Striping), LP-004 through LP-005 (Landscape Planting), and LI-004 through LI-005 (Landscape Irrigation)

Deliverables:

- Revised Project plan sheets (11 Sheets)
- Revised Quantities and Cost Estimates

Task 3 – Caltrans ADA Ramp Revisions (Post Amendment #3 Design requirements)

As a result of recent changes in the design standards for ADA Ramps, revisions the previously designed ramps are necessary within the CT ROW. As of July 19, 2013, Caltrans has revised its current design standards for ADA access ramps and pedestrian path access within their right of way. The new ramp design requires an increase in the detail required to satisfy required design tolerances and geometrics.

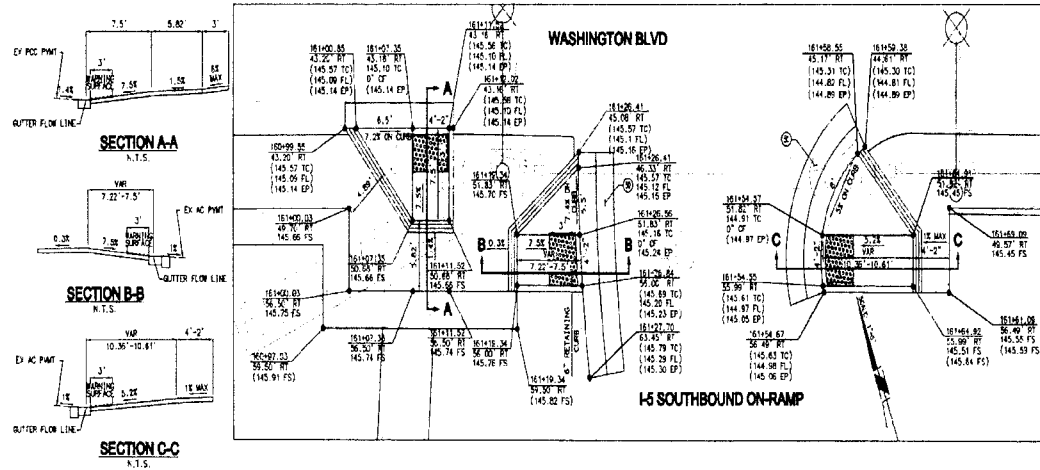
The Washington Boulevard design plans and specifications required updating and modifications including:

- a. Reducing the gradient slopes (i.e. reducing ramp grades from 8.33% to 7.5%);
- b. Reducing sidewalk cross-falls (i.e. reduced cross-fall grades from 2% to 1.5%);
- c. Widening ramp landing pads (i.e. from 4' to 4.5')
- d. Reconstructing roadway grades and gutter pan grades to flatten access approach at cross-walks;
- e. Widening ADA within roadway medians (cross walk locations);
- f. Repositioning pedestrian push-button locations to accommodate the new ADA ramp configurations;
- g. Moving Traffic signal poles to accommodate larger ADA ramp configurations;
- h. Re-striping Cross-walk markings;
- i. Providing additional horizontal and vertical information for each ADA ramp including enlarged details;
- j. Providing cross-sections of the proposed ADA ramps to confirm revised gradients;
- k. Modifying layout of ramps within the plan view of the design documents;
- l. Showing revised layout of ADA tile warning surfaces;
- m. Revise Roadway Typical Sections;
- n. Revising the Technical Specifications to update reference to changed Caltrans SSP's

RBF will modify the ADA ramps at twelve (12) ramp locations; modify the ADA channelized access routes at I-5; and revise plan view and typical sections showing revised gradients; produce plan details and cross-sections for all (12) ADA ramps; revise Traffic Striping and Traffic Signal plans; and Revise Technical Specification to include new section of the Caltrans SSP's.

Deliverables

- Revise 12 ADA Ramps at I-5 and I-710 right of way encroachments;
- Revise traffic Signal plans at I-710 and I-5 ramp intersections;
- Revise Technical Specifications;
- Update Quantity Calculations;



Caltrans ADA Ramp Typical Detailing

| EXHIBIT "A" | | |
|-----------------------------------------|-----------------------------------------------------------------------------------|-----------------|
| FEE SCHEDULE | | |
| Task # | Task Description | Fee Requested |
| Amendment #4 Requested Tasks | | |
| 1 | Support Services to Select a Construction Management/Construction Inspection firm | \$32,570 |
| 2 | Plan Revisions to Eliminate Median (ArrowMill to Ash) | \$8,900 |
| 3 | Caltrans ADA Ramp Revisions (Post Amendment #3 Design requirements) | \$15,700 |
| AMENDMENT #4 - TOTAL (TASKS 1-3) | | \$57,170 |

Reason for Changes: These services are being requested by the City to complete the final design documents for the Washington Boulevard Reconstruction Project. The purpose for these services is to facilitate processing for other Agencies or to provide clarification or cost effective modifications. This request is for the purpose of obtaining approvals for tasks that require immediate written approval from the City in order to achieve the schedule required to obtain funding and for Caltrans District 7 approvals.

Approval to Proceed:

City of Commerce By: _____ **Jorge Rifa – City Administrator** _____ **Date**



14725 Alton Parkway
 Irvine, CA 92618-2027
 949.472.3505
 949.472.8373 Fax
 www.rbf.com
 www.mbakercorp.com

August 28, 2013

JN 10107909 (132964)

Mr. Patrick Malloy
City of Commerce
 2535 Commerce Way
 Commerce, CA 90040

Subject: Amendment #4 - Professional Services in support of CM/CI Prequalification and Award Assistance in support of Washington Blvd. Construction Project.

Dear Mr.Malloy:

RBF Consulting, (RBF), is pleased to present this Proposal to the City of Commerce to provide professional services in support of the development and implementation of a CM/CI Prequalification Process and recommendation of selection of a qualified CM/CI consultant. This process would entail providing the Request for Prequalification, review of the package, recommending a short list of consultants, providing a Request for Proposal, coordinating the interview process, reviewing the proposal, assisting in the negotiation of the services and fees with the recommended consultant.

We at RBF are uniquely qualified to provide these services with the assistance of our Construction Services Manager with 28 years of Construction and Inspection Services.

We understand that the City of Commerce wishes to engage a qualified CM/CI firm for this estimated \$30 million construction project which is anticipated to advertise for construction this December with a construction start in the first quarter of 2014. We anticipate that the materials testing, and survey services will be provided by professionals engaged by the City. We believe an effective approach to identifying and recommending engagement of a CM/CI by use of a **Quality Based Selection Process** for professional services as follows:

| CM/CI RFQ & SELECTION RESPONSIBILITIES | | |
|----------------------------------------------------------------------|-----------------------|-----------------------------------------|
| DESCRIPTION OF WORK | RESPONSIBILITY | PROPOSED SCHEDULE FOR COMPLETION |
| Authorization to Advertise for CM/CI Services | CITY | September 3, 2013 |
| Identify Potential Firms to receive Request for Qualifications (RFQ) | CITY & RBF | September 6 |
| Prepare CM/CI RFQ Package & Prequalification Criteria | RBF | September 6 |
| Approve Criteria and Advertise RFQ | CITY | September 18 |
| Receive RFQ's | CITY | October 9 |
| Review RFQ and determine most qualified for shortlist (4-5 firms) | RBF & CITY | October 18 |

PLANNING ■ DESIGN ■ CONSTRUCTION

14725 Alton Parkway, Irvine, CA 92618-2027 ■ P.O. Box 57057, Irvine, CA 92619-7057 ■ 949.472.3505 ■ FAX 949.472.8373
 Offices located throughout California, Arizona & Nevada ■ www.RBF.com

| CM/CI RFQ & SELECTION RESPONSIBILITIES | | |
|-----------------------------------------------------------------------------------------------------------------|-----------------------|-----------------------------------------|
| DESCRIPTION OF WORK | RESPONSIBILITY | PROPOSED SCHEDULE FOR COMPLETION |
| Prepare Draft invitation to shortlisted consultants for Interview (Including Assessment Criteria for Interview) | RBF | October 21 |
| Approve Invitation and send request for interview (Includes request of fees in separate sealed envelope) | CITY | October 22 |
| Interview Consultants | CITY & RBF | November 5 thru November 7 |
| Select and Negotiate scope and fee with highest ranked | CITY & RBF | November 12 to November 18 |
| Assistance in the preparation of the Council Agenda for Contract Award | CITY & RBF | November 21 |
| Council Award of CM/CI Consultant | | December 3 |

Additional Items for Construction Support Services:

- Council Award RBF Construction Support Services – December 3, 2013
- Project Construction Advertising December 10 to December 31
- Award Construction Contract February, 2014

Since it is unknown at this time how many packages we will be reviewing, we are estimating up to 10 packages for this first review, and up to 5 short listed firms for proposal review and possible interviews. We propose a budget not to exceed of \$32,570 for these services within the 3 month estimated period to select a qualified firm for CM/CI services.

We have enclosed the following additional information for your review and consideration: Exhibit "A" Scope of Services, Exhibit "B" Compensation. Thank you for the opportunity to submit this proposal. We look forward to working with you and to continuing our relationship with the City of Commerce. Should you have any questions, please contact me at 949.855.3605.

Should you need additional information, please contact me directly at 949/855-3605 or [gmiller@rbf.com](mailto:gmill@rbf.com).

Sincerely,



Gary Miller, PE

Vice President, Public Works

Pc: Danilo Batson DaniloB@ci.commerce.ca.us

Alex Hamilton alex@ci.commerce.ca.us

Ali Cayir ali.cayir@transtech.org

Jerome Ruddins, RBF

DRAFT
EXHIBIT "A"

SCOPE OF WORK
Revised 8/28/13

CM/CI PRE QUALIFICATION AND AWARD SERVICES

As the Consultant, RBF will provide the following professional services in support of the project:

Initial Consultation Phase

- Kick off meeting
- Review of Contract Documents
- Schedule review

Prequalification Implementation Phase

- Development of Prequalification Package
- Review meeting with City of Commerce of Draft Prequalification Package
- Produce Final Prequalification Package
- Assist in the advertisement phase of the Prequalification Package
- Respond to Questions
- Review up to 10 Prequalification Packages
- Meet and confer with the City of Commerce to recommend short list of consultants

Request for Proposal Phase

- Develop Request for Proposal
- Distribute Request for Proposal to Prequalified Consultants
- Receive proposal and coordinate up to 5 interviews if needed
- Chair interviews
- Meet and confer with the City of Commerce
- Review Scope and open fee of highest ranked consultant, and negotiate if required

Award Phase

- Assist in the preparation of the Agenda Item
- Attend the Council Meeting

Exclusions to Consultants Scope of Services:

- Design / Engineering Services
- Appeal process of the Pre Qualification Submittal Package
- Litigation Support Services
- All other work not specifically in this scope of services
- No DBE Requirements
- Not a Federally funded construction project

Exhibit "A" Scope of Services
Client Initials _____

EXHIBIT "B"

COMPENSATION

CM/CI PRE QUALIFICATION AND AWARD SERVICES

RBF Consulting agrees to perform and the City of Commerce agrees to compensate RBF for services on a percent complete basis not to exceed fee. RBF has budgeted the following for the services outlined in this proposal. Billing shall be monthly based upon "Percent Complete basis", for hours and expenses expended over the estimated 3 month time period.

| Classification | Hourly Rate | Initial Consultation | Prequalification | RFP | Award | Total Budget |
|--------------------------|-------------|----------------------|------------------|-----|-------|------------------|
| Principal-in-Charge | \$225 | 8 | 16 | 8 | 4 | \$ 8,100 |
| Program Manager | \$215 | 12 | 40 | 40 | 8 | \$21,500 |
| Construction Coordinator | \$95 | 4 | 10 | 8 | 4 | \$ 2,470 |
| | | | | | | |
| Reimbursable | | | | | | \$ 500 |
| | | | | | | |
| Total Budget | | | | | | \$ 32,570 |

Out of pocket expenses (reproduction and printing, etc.) will be invoiced at direct cost plus 10%.

Exhibit "B" Compensation
Client Initials _____



AGENDA REPORT

MEETING DATE: September 3, 2013

TO: HONORABLE CITY COUNCIL

FROM: CITY ADMINISTRATOR

SUBJECT: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMMERCE, CALIFORNIA, AUTHORIZING ADDITIONAL EXPENDITURES RELATED TO THE COMPLETION OF ALL WORK PERFORMED UNDER THE BRISTOW PARK NEIGHBORHOOD STREET REHABILITATION PROJECT

RECOMMENDATION:

Approve the Resolution authorizing additional expenditures related to the completion of all work performed under the Bristow Park Neighborhood Street Rehabilitation Project and assign the number next in order.

MOTION:

Move to approve the recommendation.

BACKGROUND:

On June 19, 2012, as part of the Fiscal Year 2012/13 Capital Improvement Program Budget, the City Council allocated \$1,000,000 for the design and rehabilitation of streets in the Bristow Park Neighborhood Areas (between Bristow Park and the I-710 FWY).

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

On February 15, 2013, in accordance with the Notice Inviting Sealed Bids, the City Clerk received 6 proposals.

On March 19, 2013, the City Council awarded a Contract to Sequel Contractors, Inc., of Santa Fe Springs, California, in the amount of \$745,550 and established a project contingency of 19% or \$143,262.

ANALYSIS:

Sequel Contractors has completed the work in conformance with the project Plans and Specifications and the Contract Documents. The contractor provided all labor, materials, equipment, tools and incidentals necessary for the improvements, which included the reconstruction (with cement-treated base) of McDonnell Avenue, McBride Avenue, Dunham Street, and Noakes Street; the reconstruction (without cement-treated base) of Triggs Street, and Duncan Avenue; sidewalk repairs, curb & gutter repairs; and installation of several ADA-compliant curb cuts in the project areas.

Several additions and deletions to the project scope of work were necessary in order to complete the project within the time allotted by Los Angeles County Community Development Department, under the Community Development Block Grant Program. At this time, the contractor and construction manager are reviewing the final project cost and will submit this item to the City for final review and acceptance.

On June 18, 2013, in order to prevent a potential loss of project CDBG funds, the City Council authorized the City Administrator to review and accept, for and on behalf of the City Council, all work performed by Sequel Contractors, including the issuance of the final 5% retention.

Council Agenda Report – Meeting of 6/18/13
 Resolution Authorizing City Administrator to Accept All Work Under City Project No. 1209 –
 Bristow Park Neighborhood Street Rehabilitation Project
 Page 2 of 2

The final project cost including engineering services, geotechnical analysis, Saturday overtime work (to expedite work and reduce project impacts on residents and meet County CDBG deadline), adjustment of pressurized sewer manhole covers, extended overnight security for resident vehicles parked at Bristow Park, etc., have resulted in a total project cost of approximately \$1,217,600, exceeding the total project budget by \$171,830 (see table below). Residents in the area were pleased with the final work product and improvements.

| | Budget | Expenditures | Difference |
|-----------------------------------------------------------------------------------------|-------------|--------------|-------------|
| Budgeted Appropriation (805,000 + 240,760) | \$1,045,760 | | |
| Onward (design & engineering, geotechnical analysis, labor compliance) | | \$229,668 | |
| Sequel Contractors (asphalt/concrete repairs, sewer/storm manhole adjustment, striping) | | \$970,000 | |
| Securitas (overnight security at park) | | \$9,888 | |
| National Plant Video of RC Box (video of storm drains) | | \$6,780 | |
| LA County Flood Control Permit (for storm drain work) | | \$1,254 | |
| TOTAL | | \$1,217,590 | |
| | | | (\$171,830) |

On May 7, 2013, the City Council approved an agreement with the Los Angeles County Metropolitan Transportation Authority (LACMTA) for the exchange Surface Transportation Program Local Funds (STP-L Funds) in the amount of \$189,815. The funds exchanged were more restrictive Federal funds that could be used only on major arterial streets. The City received less restrictive MTA funds that could be used on residential or major arterial streets.

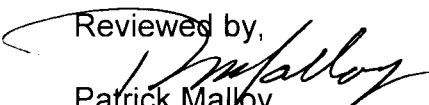
Staff is recommending that the STP-L funds already received by the City be used to fund all additional expenditures related to the improvements completed under the Bristow Park Neighborhood Street Rehabilitation Project.

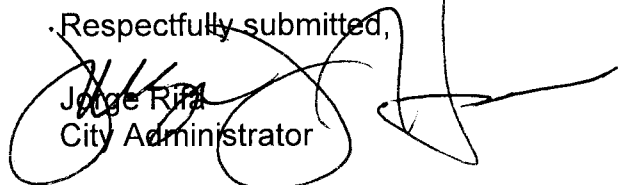
FISCAL IMPACT:

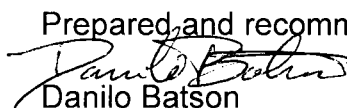
This activity can be carried out without additional impact on the current operating budget. Funds for this activity have been approved and included in the FY 2012/13 Capital Improvement Project Budget. Staff is recommending City Council approval of the proposed Resolution and funds utilization.

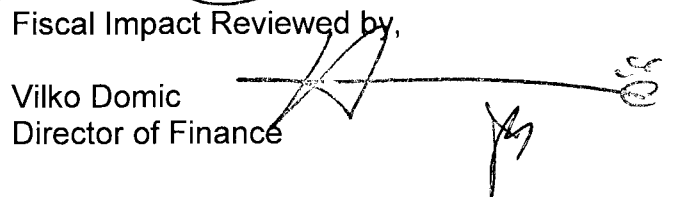
RELATIONSHIP TO 2012 STRATEGIC GOALS:

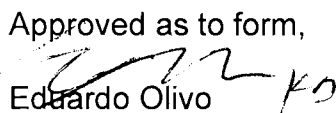
The issue before the Council is applicable to the following Council’s strategic goal: *“Improve and maintain infrastructure and beautify our community”* as identified in the 2012 Strategic Plan.

Reviewed by,

 Patrick Malloy
 Special Assistant to the City Administrator

Respectfully submitted,

 Jorge Rifa
 City Administrator

Prepared and recommended by,

 Danilo Batson
 Assistant Director of Public Services

Fiscal Impact Reviewed by,

 Vilko Domic
 Director of Finance

Approved as to form,

 Eduardo Olivo
 City Attorney

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMMERCE,
CALIFORNIA, AUTHORIZING ADDITIONAL EXPENDITURES RELATED TO THE
COMPLETION OF ALL WORK PERFORMED UNDER THE BRISTOW PARK
NEIGHBORHOOD STREET REHABILITATION PROJECT

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

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

WHEREAS, on March 19, 2013, the City Council awarded a Contract to Sequel Contractors, Inc., of Santa Fe Springs, California, in the amount of \$745,550 and established a project contingency of 19% or \$143,262; and

WHEREAS, the work has been completed and performed in accordance with the Project Plans and Specifications as of June 14, 2013; and

WHEREAS, On June 18, 2013, in order to prevent a potential loss of project CDBG funds, the City Council to authorized the City Administrator to review and accept, for and on behalf of the City Council, all work performed by Sequel Contractors, including the issuance of the final 5% retention; and

WHEREAS, at this time, the Contractor and the Construction Manager have completed their review of all work and expenditures for the Project, with a total project expenditure of \$1,217,600.

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

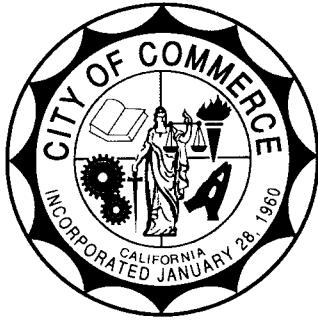
Section 1. The City Council hereby authorizes use of Surface Transportation Program Local Funds (STP-L Funds) to pay for all project expenditures for City Project No. 1209 – Bristow Park Neighborhood Street Rehabilitation Project.

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

Joe Aguilar, Mayor

ATTEST:

Victoria M. Alexander
City Clerk



AGENDA REPORT

DATE: September 3, 2013

TO: HONORABLE CITY COUNCIL

FROM: CITY ADMINISTRATOR

SUBJECT: PUBLIC HEARING – A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMMERCE, CALIFORNIA, ADOPTING AN AMENDMENT TO SECTION 3.5.2, TABLE 3-1, TABLE 3-2, AND SECTION 3.5.4.7 OF THE CITY OF COMMERCE GENERAL PLAN

RECOMMENDATION:

1. Open the public hearing on the subject matter.
2. Continue the public hearing to the City' Council's September 17, 2013 meeting.

MOTION:

Move to approve the recommendation.

BACKGROUND:

In 2011, the City Council initiated discussions on digital billboards to determine if there were benefits to allowing them in Commerce. After several discussions on the matter, the City Council directed staff to work on drafting an ordinance that would allow for digital billboards. While the ordinance is a few months away from being before the Planning Commission and City Council, other components related to the ordinance are currently moving forward. This General Plan Amendment (GPA), along with a corresponding Zoning Ordinance Text Amendment (ZOTA), serve as the first steps in a process that if approved, will allow for digital billboards in the City (under certain regulations), while ensuring consistency between the City's Zoning Ordinance and General Plan.

California state law requires each city and county to adopt a General Plan for the "physical development of the county or city, and any land outside its boundaries which bears relation to its planning" (Governor's Office of Planning and Research). The General Plan expresses the community's development goals and embodies public policy relative to the distribution of future land uses both public and private. The policies of the General Plan are intended to underlie most land use decisions. Pursuant to state law, subdivisions, capital improvements, development agreements, and many other land use actions must be consistent with the adopted General Plan. The City of Commerce 2020 General Plan serves as the blueprint for the planning and development of the City.

State law not only requires every city to prepare and adopt a comprehensive General Plan, but planning case law has placed the General Plan atop the hierarchy of local government laws that regulate land use and development. Consequently, state planning law mandates consistency between the General Plan and all other land use plans, such as the City's zoning ordinance. The proposed changes to Chapter 19.13 of the CMC must therefore be consistent with the City's General Plan and therefore, staff is proposing minor amendments to 4 areas of the Plan. These amendments are discussed in the Analysis section of this report.

On August 28, 2013 the Planning Commission reviewed the subject General Plan Amendment. At that time, the Commission unanimously recommended approval to the City Council.

ANALYSIS:

The Community Development Element of the General Plan indicates the location and extent of development and land uses throughout the City. The land use designations indicate the

type of development that is permitted for specific areas of the City. State law requires that these land use designations include a description of standards for *development intensity* and *population density*. The reason for these standards is to ensure that the types of development permitted under the various land use designations are understood by the public, decision-makers, and prospective developers. Each land use designation corresponds to a zoning designation. Proposed changes to Chapter 19.13 of the CMC would change the name of the Public Facility Zone (PF) to Commercial Public Facility Zone (CPF) as well as list billboards (digital), outdoor advertising, as a permitted use in the zone. In response, the following amendments to the General Plan are being proposed at this time (amendments shown in bold underlined text):

1) 3.5.2 General Plan Land Use Designations:

The proposed amendment to Chapter 19.13 of the CMC would change the name of the Public Facility Zone to the Commercial Public Facility Zone. In order for the General Plan and CMC to remain consistent in this regard, the land use designation in the Plan should change as follows:

- **Commercial Public Facilities.** This designation corresponds to the **commercial** public facilities (**CPF**) zone designation. School sites, government offices, **billboards**, utility and transportation easements, and libraries all fall within the **commercial public facilities** land use designation. These uses are scattered throughout the city. Building intensities within this land use designation will vary, although intensities cannot exceed a FAR of 2.0:1.0. The plan also provides for an overlay zone for the utility easements that would permit limit use of these areas.

2) Land Use Designations and Development Standards:

Table 3-1 of the General Plan lists the City's different land use designations and their corresponding development standards. The existing table includes development standards for the "Public Facilities" land use designation. The proposed change to this table, adding the word "Commercial", is shown in bold underlined text. This minor change would serve to ensure consistency throughout the document.

**Table 3-1
 Land Use Designations and Development Standards**

| Land Use | Description of Typical Land Use and/or Development | Development Standards | Zone District | Land Area (in acres) | |
|---------------------------------|----------------------------------------------------|------------------------------|---------------------------|----------------------|-------|
| Low-Density Residential | Single-Family Residential Units | 0-11 du/acre | R-1 | 151 | 3.6% |
| Medium-Density Residential | Single-Family & Duplex Units | 0-17 du/acre | R-2 | 93 | 2.2% |
| High-Density Residential | Multiple-Family Residential Units | 0-27 du/acre | R-3 | 74 | 1.8% |
| Commercial (includes Mixed-Use) | General Commercial/Office Mixed Use. | 0.5: 1.0 FAR 0-27 du/acre | C-1, C-2 MU | 216 | 5.2% |
| Commercial/Manufacturing | Manufacturing and Distribution Uses | 1.0: 1.0 FAR | CM | 93 | 2.2% |
| Housing Opportunity | Manufacturing use/Residential | 4.0: 1.0 FAR 0-27 du/acre | M-2 with HO Overlay | | |
| Commercial/Entertainment | Offices, Retail, Entertainment | 4.0: 1.0 FAR | NA | 95 | 2.3% |
| Industrial | Manufacturing and Distribution Uses | 4.0: 1.0 FAR | M-1, M-2 | 2,558 | 61.1% |

| | | | | | |
|-------------------------------------|------------------------------------|--------------|----|-------|-------|
| Commercial Public Facilities | Schools and Park Facilities | 4.0: 1.0 FAR | PF | 200 | 4.8% |
| Transportation | Freeways, Highways, and Rail yards | - | - | 706 | 16.9% |
| Total | - | -- | -- | 4,186 | 100% |

Source: City of Commerce, 2007

3) Development Intensity:

The table below lists the development intensities for each land use category. These densities are shown in dwelling units per acre and a theoretical development for each land use category is provided. The proposed GPA would only add the word "Commercial" to the table and would not serve to change the development intensity of any land use category.

**Table 3-2
 Development Intensity**

| Land Use | Area (acres) | Intensity Standard | Theoretical Development |
|-------------------------------------|--------------|--------------------|-------------------------|
| Low-Density Residential | 151 | 0-11 du/acre | 1,661 units |
| Medium-Density Residential | 93 | 0-17 du/acre | 1,581 units |
| High-Density Residential | 74 | 0-27 du/acre | 1,998 units |
| Mixed Use | 21 | 0-27 du/acre | 567 units |
| Housing Opportunity Overlay | 44 | 0-27 du/acre | 1,188 units |
| Commercial | 216 | 0.5 FAR | 4,704,580 sq. ft. |
| Commercial/Manufacturing | 93 | 1.0 FAR | 4,051,080 sq. ft. |
| Commercial/Entertainment | 95 | 4.0 FAR | 2,009,100 sq. ft. |
| Manufacturing | 2,558 | 4.0 FAR | 55,713,240 sq. ft. |
| Commercial Public Facilities | 200 | 4.0 FAR | 435,600 sq. ft. |
| Transportation | 706 | -- | -- |
| Total Residential. (units) | | | 5,240 units |
| Total Non-Residential (sq. ft.) | | | 66,913,600 sq. ft. |

* Assumes all of the industrial land is developed at a FAR of 0.5 to 1.0

** Assumes a total floor area of 0.5 to 1.0

4) 3.5.4.7 Atlantic/Washington Planning Area:

The General Plan breaks down the City into different planning areas. Each planning area is described in the document and a brief description of policies for each area is provided. The Atlantic/Washington Planning Area covers the area located along Atlantic Boulevard and Washington Boulevard. Sheila Street general forms the southern boundary of the planning area. The text below provides discusses compatibility of future uses in the area and the proposed amendment to the text is minor in nature.

- The land use map designates a portion of the planning area as industrial. Because these areas abut residential neighborhoods, future industrial uses consist of low-intensity uses that are more consistent to the surrounding residential environment. Uses should also be compatible with Rosewood Park (designated parkland) and city hall (designated **commercial** public facilities).

PROPOSED FINDINGS:

Prior to approving a General Plan Amendment, the City shall make the following findings pursuant to Commerce Municipal Code Section 19.39.370:

1. That the proposed amendment is in the public interest and that there will be a community benefit resulting from the amendment. ***The proposed amendment will not have a negative impact on the environment. It will serve to further policies set forth in the General Plan related to economic development and commercial activities. By increasing opportunities for new commercial activities, the ability to fund public improvements and services is strengthened.***
2. That the proposed amendment is consistent with the other goals, policies, and objectives of the general plan. ***State law requires that every city prepare and adopt a comprehensive general plan to serve as a guide for development. There is very little vacant land that remains in the City and development in the future will involve the recycling of land. The proposed project is consistent with goals, policies and objectives in the Plan. The project will help to create opportunities for additional commercial activities that will contribute to the City's economic base. The project will serve to continue the City's efforts to encourage continued revitalization, economic development and growth.***
3. That the proposed amendment will not conflict with provisions of the zoning ordinance or subdivision regulations. ***Planning case law has placed the General Plan atop the hierarchy of local government laws that regulate land use and development. Consequently, state planning law mandates consistency between the General Plan and all other land use plans. The zoning ordinance is simultaneously being amended to ensure consistency between the two documents and therefore no conflict will arise.***
4. In the event that the proposed amendment is a change to the land use policy map, that the amendment will not adversely affect surrounding properties. ***The proposed amendment is not a change to the land use policy map and will therefore not adversely affect surrounding properties.***

PUBLIC HEARING NOTICE:

The Public Hearing Notice was published in the Commerce Comet on August 15, 2013 and mailed to the necessary property owners.

ENVIRONMENTAL ASSESSMENT:

This project qualifies for a Class 4 Categorical Exemption under the provisions of the California Environmental Quality Act ("CEQA"), Guidelines Section 15304. Class 4 consists of minor public or private alterations in the condition of land, water, and/or vegetation which do not involve removal of healthy, mature, scenic trees except for forestry or agricultural purposes.

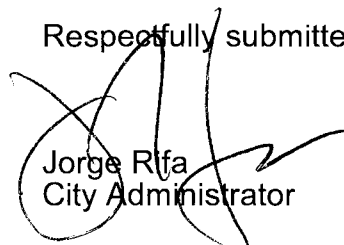
FISCAL IMPACT:

None.

RELATIONSHIP TO 2009 STRATEGIC GOALS:

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

Respectfully submitted,



Jorge Rifa
City Administrator

Recommended by:



Alex Hamilton
Assistant Director of Community Development

Prepared by:




Matt Marquez
City Planner

Fiscal impact reviewed by:



Vilko Domic
Director of Finance

Approved as to form



Eduardo Olivo
City Attorney

Attachments: Proposed Resolution
Notice of Exemption

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMMERCE, CALIFORNIA, ADOPTING AN AMENDMENT TO SECTION 3.5.2, TABLE 3-1, TABLE 3-2, AND SECTION 3.5.4.7 OF THE CITY OF COMMERCE GENERAL PLAN

WHEREAS, the City recognizes the need to create opportunities for additional commercial activities; and

WHEREAS, the City continues to encourage revitalization, economic development, and growth; and

WHEREAS, the City recognizes the need to accommodate the rapidly-changing demands of the business community; and

WHEREAS, on August 28, 2013 the Planning Commission held a public hearing on the subject matter and recommended that the City Council adopt the subject General Plan Amendment; and

WHEREAS, the City Council conducted a public hearing on the subject matter, has reviewed all facts concerning the subject matter, and has considered all evidence submitted at said public hearing.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Commerce as follows:

Section 1. The project qualifies for a Class 4 Categorical Exemption pursuant to the provisions of the California Environmental Quality Act (CEQA) Section 15304. Class 4 consists of minor public or private alterations in the condition of land, water, and/or vegetation which do not involve removal of healthy, mature, scenic trees except for forestry or agricultural purposes.

Section 2. A portion of Section 3.5.2 of the City of Commerce General Plan is hereby amended to read as follows:

- *Commercial Public Facilities.* This designation corresponds to the commercial public facilities (CPF) zone designation. School sites, government offices, billboards, utility and transportation easements, and libraries all fall within the commercial public facilities land use designation. These uses are scattered throughout the city. Building intensities within this land use designation will vary, although intensities cannot exceed a FAR of 2.0:1.0. The plan also provides for an overlay zone for the utility easements that would permit limit use of these areas.

Section 3. Table 3-1 of the City of Commerce General Plan is hereby amended to read as follows:

Table 3-1
Land Use Designations and Development Standards

| Land Use | Description of Typical Land Use and/or Development | Development Standards | Zone District | Land Area (in acres) | |
|---------------------------------|----------------------------------------------------|------------------------------|----------------|----------------------|------|
| Low-Density Residential | Single-Family Residential Units | 0-11 du/acre | R-1 | 151 | 3.6% |
| Medium-Density Residential | Single-Family & Duplex Units | 0-17 du/acre | R-2 | 93 | 2.2% |
| High-Density Residential | Multiple-Family Residential Units | 0-27 du/acre | R-3 | 74 | 1.8% |
| Commercial (includes Mixed-Use) | General Commercial/Office Mixed Use. | 0.5: 1.0 FAR 0-27 du/acre | C-1, C-2 MU | 216 | 5.2% |

| | | | | | |
|------------------------------|-------------------------------------|------------------------------|---------------------------|-------|-------|
| Commercial/Manufacturing | Manufacturing and Distribution Uses | 1.0: 1.0 FAR | CM | 93 | 2.2% |
| Housing Opportunity | Manufacturing use/Residential | 4.0: 1.0 FAR 0-27 du/acre | M-2 with HO Overlay | | |
| Commercial/Entertainment | Offices, Retail, Entertainment | 4.0: 1.0 FAR | NA | 95 | 2.3% |
| Industrial | Manufacturing and Distribution Uses | 4.0: 1.0 FAR | M-1, M-2 | 2,558 | 61.1% |
| Commercial Public Facilities | Schools and Park Facilities | 4.0: 1.0 FAR | PF | 200 | 4.8% |
| Transportation | Freeways, Highways, and Rail yards | - | - | 706 | 16.9% |
| Total | - | -- | -- | 4,186 | 100% |

Source: City of Commerce, 2007

Section 4. Table 3-2 of the City of Commerce General Plan is hereby amended to read as follows:

**Table 3-2
Development Intensity**

| Land Use | Area (acres) | Intensity Standard | Theoretical Development |
|---------------------------------|--------------|--------------------|-------------------------|
| Low-Density Residential | 151 | 0-11 du/acre | 1,661 units |
| Medium-Density Residential | 93 | 0-17 du/acre | 1,581 units |
| High-Density Residential | 74 | 0-27 du/acre | 1,998 units |
| Mixed Use | 21 | 0-27 du/acre | 567 units |
| Housing Opportunity Overlay | 44 | 0-27 du/acre | 1,188 units |
| Commercial | 216 | 0.5 FAR | 4,704,580 sq. ft. |
| Commercial/Manufacturing | 93 | 1.0 FAR | 4,051,080 sq. ft. |
| Commercial/Entertainment | 95 | 4.0 FAR | 2,009,100 sq. ft. |
| Manufacturing | 2,558 | 4.0 FAR | 55,713,240 sq. ft. |
| Commercial Public Facilities | 200 | 4.0 FAR | 435,600 sq. ft. |
| Transportation | 706 | -- | -- |
| Total Residential. (units) | | | 5,240 units |
| Total Non-Residential (sq. ft.) | | | 66,913,600 sq. ft. |

* Assumes all of the industrial land is developed at a FAR of 0.5 to 1.0

** Assumes a total floor area of 0.5 to 1.0

Section 5. A portion of Section 3.5.4.7 of the Commerce General Plan is hereby amended to read as follows:

- The land use map designates a portion of the planning area as industrial. Because these areas abut residential neighborhoods, future industrial uses consist of low-intensity uses that are more consistent to the surrounding residential environment. Uses should also be compatible with Rosewood Park (designated parkland) and city hall (designated commercial public facilities).

Section 6. Pursuant to the Commerce Municipal Code, the City Council finds as follows:

1. That the proposed amendment is in the public interest and that there will be a community benefit resulting from the amendment. ***The proposed amendment will not have a negative impact on the environment. It will serve to further policies set forth in the General Plan related to economic development and commercial activities. By increasing opportunities for***

new commercial activities, the ability to fund public improvements and services is strengthened.

2. That the proposed amendment is consistent with the other goals, policies, and objectives of the general plan. ***State law requires that every city prepare and adopt a comprehensive general plan to serve as a guide for development. There is very little vacant land that remains in the City and development in the future will involve the recycling of land. The proposed project is consistent with goals, policies and objectives in the Plan. The project will help to create opportunities for additional commercial activities that will contribute to the City's economic base. The project will serve to continue the City's efforts to encourage continued revitalization, economic development and growth.***

3. That the proposed amendment will not conflict with provisions of the zoning ordinance or subdivision regulations. ***Planning case law has placed the General Plan atop the hierarchy of local government laws that regulate land use and development. Consequently, state planning law mandates consistency between the General Plan and all other land use plans. The zoning ordinance is simultaneously being amended to ensure consistency between the two documents and therefore no conflict will arise.***

4. In the event that the proposed amendment is a change to the land use policy map, that the amendment will not adversely affect surrounding properties. ***The proposed amendment is not a change to the land use policy map and will therefore not adversely affect surrounding properties.***

Section 7. This resolution shall take effect upon its adoption.

PASSED, APPROVED and ADOPTED this ____ day of _____, 2013

Joe Aguilar
Mayor

ATTEST:

Victoria M. Alexander
Deputy City Clerk

NOTICE OF CEQA EXEMPTION

CITY OF COMMERCE
2535 COMMERCE WAY
COMMERCE, CALIFORNIA 90040

To: ✓ Office of Planning and Research
1400 Tenth Street, Room 121
Sacramento, CA 95814

From: City of Commerce
2535 Commerce Way
Commerce, California 90040

✓ County Clerk: County of Los Angeles
12400 Imperial Highway
Norwalk, CA 90650

Project Title: Commercial Public Facilities Zone – Zoning Ordinance Text Amendment and General Plan Update.

Project Location: Citywide.

Project Location - City: Commerce. **Project Location - County:** Los Angeles.

Description of Nature, Purpose, and Beneficiaries of Project: Zoning Ordinance Text Amendment and General Plan Amendment.

Name of Public Agency Approving Project: City of Commerce.

Name of Person or Agency Carrying Out Project: City of Commerce, 2535 Commerce Way, Commerce, California 90040.

Exempt Status: *(check one)*

- Ministerial (Sec. 21080(b)(1); 15268); NA.
- Declared Emergency (Sec. 21080(b)(3); 15269(a)); NA.
- Emergency Project (Sec. 21080(b)(4); 15269(b)(c)); NA.
- Categorical Exemption. State type and section number: Class 4, Minor Alterations to Land.
- Statutory Exemptions. State code number: NA.

Reasons why project is exempt: See Attachment

Lead Agency Contact Person: Alex Hamilton, Assistant Director of Development Services

Area Code/Telephone: 323-722-4805

If filed by applicant:

1. Attach certified document of exemption finding. (Refer to Attachment)
2. Has a Notice of Exemption been filed by the public agency approving the project? Yes No

Signature:

Title: Assistant Director of
Development Services

Date:

Signed by the Lead Agency

Signed by the Applicant

NOTICE OF CEQA EXEMPTION

CITY OF COMMERCE
2535 COMMERCE WAY
COMMERCE, CALIFORNIA 90040

**ATTACHMENT FOR THE NOTICE OF CEQA EXEMPTION
Commercial Public Facilities Zone – Municipal Code Text Amendment and General
Plan Update
(COMMERCE, CALIFORNIA)**

1. INTRODUCTION

Pursuant to the California Environmental Quality Act (CEQA) Guidelines, a Notice of Exemption (NOE) may be filed if the City of Commerce, in its capacity as the Lead Agency, determines that a proposed action or project is exempt from CEQA. According to the CEQA Guidelines, a NOE must contain the following information:

- A brief description of the proposed action or project;
- A finding that the proposed action or project is exempt, including a citation of the State CEQA Guidelines section or statute under which the project is found to be exempt; and,
- A brief statement in support of the finding.¹

This NOE provides a description of the proposed Commercial Public Facilities Zone Municipal Code Text Amendment and corresponding General Plan Amendment, indicates the applicable sections of CEQA that support the findings for the CEQA exemption, and discusses the Lead Agency’s findings that are applicable to the proposed project.

2. PROJECT DESCRIPTION

The proposed project involves: 1) Amending the City’s Municipal Code (Chapter 19.13) to change the name of the existing “Public Facilities Zone” (PF) to “Commercial Public Facilities Zone” (CPF); 2) Amending Table 19.13.020A of the Municipal Code to include billboards (digital and static) as a permitted use in the CPF Zone subject to certain requirements set forth in the Municipal Code; 3) Amending Section 19.13.010 (Intent and purpose), Section 19.13.020 (Use regulations), Section 19.13.030 (Development Standards), Table 19.13.030A (Development Standards), Table 19.13.040A (Permitted Projections into Required Open Space), and Section 19.13.070 (Other applicable regulations); and 3) Amending the City’s General Plan to ensure consistency between it and the Municipal Code due to the subject Zoning Ordinance Text Amendment.

3. APPLICABLE CEQA EXEMPTION(S)

The City of Commerce has reviewed the proposed project and determined that it is categorically exempt and qualifies for a *Class 4* Categorical Exemption (Minor Alterations to Land).

3.1 CLASS 4 EXEMPTION (MINOR ALTERATIONS TO LAND)

Class 4 consists of minor public or private alterations in the condition of land, water, and/or vegetation which do not involve removal of healthy, mature, scenic trees except for forestry or agricultural purposes. Examples include, but are not limited to:

- (a) Grading on land with a slope of less than 10 percent, except that grading shall not be exempt in a waterway, in any wetland, in an officially designated (by federal, state, or local government action) scenic area, or in officially mapped areas of severe geologic hazard such as an Alquist-Priolo Earthquake Fault Zone or within an official Seismic Hazard Zone, as delineated by the State Geologist.
- (b) New gardening or landscaping, including the replacement of existing conventional landscaping with water efficient or fire resistant landscaping.
- (c) Filling of earth into previously excavated land with material compatible with the natural features of the site.

¹ CEQA Guidelines California Code of Regulations, Title 14, Division 6, Chapter 3, Article 19. Categorical Exemptions. (Section 15300).

NOTICE OF CEQA EXEMPTION

CITY OF COMMERCE
2535 COMMERCE WAY
COMMERCE, CALIFORNIA 90040

- (d) Minor alterations in land, water, and vegetation on existing officially designated wildlife management areas or fish production facilities which result in improvement of habitat for fish and wildlife resource or greater fish production.
- (e) Minor temporary use of land having negligible or no permanent effects on the environment, including carnivals, sales of Christmas trees, etc.
- (f) Minor trenching and backfilling where the surface is restored.
- (g) Maintenance dredging where the spoil is deposited in a spoil area authorized by all applicable state and federal regulatory agencies.
- (h) The creation of bicycle lanes on existing rights-of-way.
- (i) Fuel management activities within 30 feet of structures to reduce the volume of flammable vegetation, provided that the activities will not result in the taking of endangered, rare, or threatened plant or animal species or significant erosion and sedimentation of surface waters. This exemption shall apply to fuel management activities within 100 feet of a structure if the public agency having fire protection responsibility for the area has determined that the 100 feet of fuel clearance is required due to extra hazardous fire conditions.

4. FINDINGS SUPPORTING THE APPLICABLE CEQA EXEMPTION(S)

The City of Commerce determined, following a preliminary evaluation of the proposed project, that the proposed project would not result in any significant effects on the environment. This determination is based on the following:

4.1 CLASS 4 EXEMPTION FINDINGS

The City of Commerce, in its capacity as Lead Agency for the project, may make the following findings related to the project's qualifying for a Class 4 Exemption:

- The proposed project will not involve major public or private alterations in the condition of land, water, and/or vegetation which would involve the removal of healthy, mature, scenic trees except for forestry or agricultural purposes.
- The proposed project would not allow for the interruption of an eligible or officially designated State or County scenic highway.

5. DISCUSSION OF LEAD AGENCY'S FINDINGS

The City of Commerce may make the following findings with regard to the proposed project's exemption from the environmental review requirements outlined in CEQA:

- The proposed project will be confined to the project area and no dislocation of off-site uses will occur.
- The proposed project does not have a possibility of creating any significant environmental effect. The basis for this determination was discussed in the preceding section.
- The proposed project will not result in any impacts to sensitive resources.
- The proposed project will not result in any impacts on sensitive resources; result in any cumulative impacts; have the potential for damaging scenic resources; involve the placement of a project over a site the Department of Toxic Substances Control (DTSC) and the Secretary for Environmental Protection has identified as being affected by hazardous waste; or result in any impacts on historic resources.

NOTICE OF CEQA EXEMPTION

CITY OF COMMERCE

2535 COMMERCE WAY

COMMERCE, CALIFORNIA 90040

6. PREPARERS AND REFERENCES

The following individuals were responsible for the preparation of this NOE:

City of Commerce

Public Works & Development Services Department

Alex Hamilton, Assistant Director

Project CEQA Consultant

Blodgett/Baylosis Associates, Inc.

Marc Blodgett, Project Manager

Rosalyn Perry, Project Planner

NOTICE OF CEQA EXEMPTION

CITY OF COMMERCE
 2535 COMMERCE WAY
 COMMERCE, CALIFORNIA 90040

ENVIRONMENTAL CHECKLIST

**Table 1
 (Environmental Checklist)**

| Environmental Issues Area Examined | Potentially Significant Impact | Less Than Significant Impact With Mitigation | Less Than Significant Impact | No Impact |
|---------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------|----------------------------------------------|------------------------------|-----------|
| Section 3.1 Aesthetic Impacts. Would the project: | | | | |
| a) Have a substantial adverse affect on a scenic vista? | | | | ✗ |
| b) Substantially damage scenic resources, including but not limited to, trees, rock outcroppings, and historic buildings within a State scenic highway? | | | | ✗ |
| c) Create a new source of substantial light or glare that would adversely affect day- or night-time views in the area? | | | ✗ | |

Discussion of Findings

The proposed project will not result in any significant adverse aesthetic impacts and there are no designated State scenic highways in the City. With adherence to the City's zoning requirements, the proposed project will not result in any adverse light and glare impacts on light sensitive land uses.

Section 3.2 Agriculture and Forestry Resources Impacts. Would the project:

| | | | | |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|--|--|---|
| a) Convert Prime Farmland, Unique Farmland or Farmland of Statewide Importance (Farmland), as shown on the maps prepared pursuant to the Farmland Mapping and Monitoring Program of the California Resources Agency, to non-agricultural use? | | | | ✗ |
| b) Conflict with existing zoning for agricultural use, or a Williamson Act Contract? | | | | ✗ |
| c) Conflict with existing zoning for or cause rezoning of, forest land (as defined in Public Resources Code §4526), or zoned timberland production (as defined by Government Code §51104(g))? | | | | ✗ |
| d) Result in the loss of forest land or the conversion of forest land to a non-forest use? | | | | ✗ |
| e) Involve other changes in the existing environment that, due to their location or nature, may result in conversion of farmland to non-agricultural use? | | | | ✗ |

Discussion of Findings

The proposed project will not result in the loss or conversion of agricultural or forestry resources. The City is located within an urbanized area and there are no active agricultural activities located within its boundaries. No rezoning of any land would occur and no forest land would be converted or impacted.

Section 3.3 Air Quality Impacts. Would the project:

| | | | | |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|--|--|---|
| a) Conflict with or obstruct implementation of the applicable air quality plan? | | | | ✗ |
| b) Violate any air quality standard or contribute substantially to an existing or projected air quality violation? | | | | ✗ |
| c) Result in a cumulatively considerable net increase of any criteria pollutant for which the project region is in non-attainment under an applicable Federal or State ambient air quality standard (including releasing emissions, which exceed quantitative thresholds for ozone precursors)? | | | | ✗ |
| d) Expose sensitive receptors to substantial pollutant concentrations? | | | | ✗ |
| e) Create objectionable odors affecting a substantial number of people? | | | | ✗ |

NOTICE OF CEQA EXEMPTION

CITY OF COMMERCE
 2535 COMMERCE WAY
 COMMERCE, CALIFORNIA 90040

**Table 1
 (Environmental Checklist)**

| Environmental Issues Area Examined | Potentially Significant Impact | Less Than Significant Impact With Mitigation | Less Than Significant Impact | No Impact |
|------------------------------------|--------------------------------|----------------------------------------------|------------------------------|-----------|
|------------------------------------|--------------------------------|----------------------------------------------|------------------------------|-----------|

Discussion of Findings

The proposed project will not result in any significant adverse air quality impacts. No significant additional new long-term emissions will result from the proposed project's implementation and no objectionable odors would be created. As a result, no adverse impacts on air quality will result from the proposed project's implementation.

Section 3.4 Biological Resources Impacts. *Would the project have a substantial adverse effect:*

| | | | | |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|--|--|---|
| a) Either directly or through habitat modifications, on any species identified as a candidate, sensitive or special status species in local or regional plans, policies, or regulations, or by the California Department of Fish and Game or U. S. Fish and Wildlife Service? | | | | X |
| b) On any riparian habitat or other sensitive natural community identified in local or regional plans, policies, regulations, or by the California Department of Fish and Game or U.S. Fish and Wildlife Service? | | | | X |
| c) On Federally protected wetlands as defined by Section 404 of the Clean Water Act (including, but not limited to, marsh, vernal pool, coastal, etc.) through direct removal, filling, hydrological interruption, or other means? | | | | X |
| d) In interfering substantially with the movement of any native resident or migratory fish or wildlife species or with established native resident or migratory life corridors, or impede the use of native wildlife nursery sites? | | | | X |
| e) Conflict with any local policies or ordinances, protecting biological resources, such as a tree preservation policy or ordinance? | | | | X |
| f) Conflict with the provisions of an adopted Habitat Conservation Plan, Natural Community Conservation Plan, or other approved local, regional, or state habitat conservation plan? | | | | X |

Discussion of Findings

The proposed project will not result in any significant adverse impacts on biological resources. The project area does not contain, nor is it located adjacent to, any suitable habitat for any sensitive species. The proposed project will not impact any *Waters of the U.S.* and no wetland resources will be affected. No areas within the City are located within an area governed by a habitat conservation or community conservation plan. As a result, no adverse impacts on local, regional, or State habitat conservation plans will result from the proposed project's implementation.

Section 3.5 Cultural Resources Impacts. *Would the project:*

| | | | | |
|--------------------------------------------------------------------------------------------------------------------------------------|--|--|--|---|
| a) Cause a substantial adverse change in the significance of a historical resource as defined in §15064.5 of the CEQA Guidelines? | | | | X |
| b) Cause a substantial adverse change in the significance of an archaeological resource pursuant to §15064.5 of the CEQA Guidelines? | | | | X |
| c) Directly or indirectly destroy a unique paleontological resource, site or unique geologic feature? | | | | X |
| d) Disturb any human remains, including those interred outside of formal cemeteries? | | | | X |

NOTICE OF CEQA EXEMPTION

CITY OF COMMERCE
 2535 COMMERCE WAY
 COMMERCE, CALIFORNIA 90040

**Table 1
 (Environmental Checklist)**

| Environmental Issues Area Examined | Potentially Significant Impact | Less Than Significant Impact With Mitigation | Less Than Significant Impact | No Impact |
|------------------------------------|--------------------------------|----------------------------------------------|------------------------------|-----------|
|------------------------------------|--------------------------------|----------------------------------------------|------------------------------|-----------|

Discussion of Findings

There are no historic structures or objects within the project area or in the adjacent areas. The proposed project will not have an adverse impact on any historic site and no archaeological or historical resources are expected to be found, as the City is in an urban area and almost completely built-out. The potential for paleontological resources in the area is considered low given the alluvial character of the soils (no resources have been uncovered in the vicinity). As a result, no adverse impacts on cultural resources will result from the proposed project's implementation.

Section 3.6 Geology Impacts. *Would the project result in or expose people to potential impacts involving:*

| | | | | |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|--|--|---|
| a) The exposure of people or structures to potential substantial adverse effects, including the risk of loss, injury, or death involving rupture of a known earthquake fault (as delineated on the most recent Alquist-Priolo Earthquake Fault Zoning Map issued by the State Geologist for the area or based on other substantial evidence of a known fault), ground-shaking, liquefaction, or landslides? | | | | X |
| b) Substantial soil erosion or the loss of topsoil? | | | | X |
| c) Location on a geologic unit or a soil that is unstable, or that would become unstable as a result of the project, and potentially result in on- or off-site landslide, lateral spreading, subsidence, liquefaction or collapse? | | | | X |
| d) Location on expansive soil, as defined in California Building Code (2012), creating substantial risks to life or property? | | | | X |
| e) Soils incapable of adequately supporting the use of septic tanks or alternative wastewater disposal systems where sewers are not available for the disposal of wastewater? | | | | X |

Discussion of Findings

Standard building code requirements will help reduce the risk to levels that are less than significant. There are no areas within the City located within a designated Alquist-Priolo Special Studies Zone. Given the developed character of the City, no significant adverse constraints related to expansive soils are anticipated. No septic tanks will be used as part of the proposed project. As a result, no adverse impacts on geologic resources will result from the proposed project's implementation.

Section 3.7 Greenhouse Gas Emissions Impacts. *Would the project:*

| | | | | |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------|--|--|--|---|
| a) Result in the generation of greenhouse gas emissions, either directly or indirectly, that may have a significant impact on the environment? | | | | X |
| b) Increase the potential for conflict with an applicable plan, policy, or regulation adopted for the purpose of reducing emissions of greenhouse gasses? | | | | X |

Discussion of Findings

The project will not result in the generation of any significant daily CO₂ emissions. The proposed project will not involve or require any variance from an adopted plan, policy, or regulation governing GHG emissions. As a result, no significant adverse impacts related to a potential conflict with an applicable plan, policy, or regulation adopted for the purpose of reducing emissions of greenhouse gasses are anticipated.

Section 3.8 Hazards and Hazardous Materials Impacts. *Would the project:*

| | | | | |
|-----------------------------------------------------------------------------------------------------------------------------------------|--|--|--|---|
| a) Create a significant hazard to the public or the environment through the routine transport, use, or disposal of hazardous materials? | | | | X |
|-----------------------------------------------------------------------------------------------------------------------------------------|--|--|--|---|

NOTICE OF CEQA EXEMPTION

CITY OF COMMERCE
 2535 COMMERCE WAY
 COMMERCE, CALIFORNIA 90040

**Table 1
 (Environmental Checklist)**

| Environmental Issues Area Examined | Potentially Significant Impact | Less Than Significant Impact With Mitigation | Less Than Significant Impact | No Impact |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------|-----------------------------------------------------|-------------------------------------|------------------|
| b) Create a significant hazard to the public or the environment or result in reasonably foreseeable upset and accident conditions involving the release of hazardous materials into the environment? | | | | × |
| c) Emit hazardous emissions or handle hazardous or acutely hazardous materials, substances, or waste within one-quarter mile of an existing or proposed school? | | | | × |
| d) Be located on a site, which is included on a list of hazardous material sites compiled pursuant to Government Code Section 65962.5, and as a result, would it create a significant hazard to the public or the environment? | | | | × |
| e) Be located within an airport land use plan, or where such a plan has not been adopted, within two miles of a public airport or a public use airport, would the project result in a safety hazard for people residing or working in the project area? | | | | × |
| f) Within the vicinity of a private airstrip, result in a safety hazard for people residing or working in the project area? | | | | × |
| g) Impair implementation of, or physically interfere with, an adopted emergency response plan, emergency response plan or emergency evacuation plan? | | | | × |
| h) Expose people or structures to a significant risk of loss, injury, or death involving wild lands fire, including where wild lands are adjacent to urbanized areas or where residences are intermixed with wild lands? | | | | × |

Discussion of Findings

The project will not lead to the release of hazardous materials into the environment, nor would it impact a site included on a list of hazardous material sites compiled with Government Code Section 65962.5. The project area is not near a private airstrip and would not interfere with an adopted emergency response plan. The City of Commerce is not located near a wild land area and therefore the project would not expose people or structures to a risk involving a wild lands fire.

Section 3.9 Hydrology and Water Quality Impacts. Would the project:

| | | | | |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|--|--|----------|
| a) Violate any water quality standards or waste discharge requirements? | | | | × |
| b) Substantially deplete groundwater supplies or interfere substantially with groundwater recharge in such a way that would cause a net deficit in aquifer volume or a lowering of the local groundwater table level (e.g., the production rate of pre-existing nearby wells would drop to a level which would not support existing land uses or planned uses for which permits have been granted)? | | | | × |
| c) Substantially alter the existing drainage pattern of the site or area, including the alteration of the course of a stream or river, in a manner, which would result in substantial erosion or siltation on- or off-site? | | | | × |
| d) Substantially alter the existing drainage pattern of the site or area, including the alteration of the course of a stream or river, in a manner that would result in flooding on- or off-site? | | | | × |
| e) Create or contribute runoff water, which would exceed the capacity of existing or planned storm water drainage systems or provide substantial additional sources of polluted runoff? | | | | × |
| f) Substantially degrade water quality? | | | | × |
| g) Place housing within a 100-year flood hazard area as mapped on a Federal Flood Hazard Boundary, Flood Insurance Rate Map or other flood hazard delineation map? | | | | × |

NOTICE OF CEQA EXEMPTION

CITY OF COMMERCE
 2535 COMMERCE WAY
 COMMERCE, CALIFORNIA 90040

**Table 1
 (Environmental Checklist)**

| Environmental Issues Area Examined | Potentially Significant Impact | Less Than Significant Impact With Mitigation | Less Than Significant Impact | No Impact |
|-----------------------------------------------------------------------------------------------------|--------------------------------|----------------------------------------------|------------------------------|-----------|
| h) Place within a 100-year flood hazard area, structures that would impede or redirect flood flows? | | | | ✗ |
| i) Expose people or structures to a significant risk of flooding because of dam or levee failure? | | | | ✗ |
| j) Result in inundation by seiche, tsunami, or mudflow? | | | | ✗ |

Discussion of Findings

The proposed project will not generate excessive runoff to the storm water system. The City of Commerce is within a completely urbanized area and is not located near the shoreline or other water body. There are no lakes or streams within the area that would be affected by the proposed project. No natural stream channels remain within the immediate area. The proposed project will not impede or redirect the flows of potential floodwater. Furthermore, the project site is not located within a designated flood hazard area, as defined by FEMA's Flood Insurance Mapping Program (FIRM).

Section 3.10 Land Use and Planning Impacts. Would the project:

| | | | | |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|--|--|---|
| a) Physically divide an established community, or otherwise result in an incompatible land use? | | | | ✗ |
| b) Conflict with an applicable land use plan, policy, or regulation of an agency with jurisdiction over the project (including, but not limited to, a general plan, specific plan, local coastal program, or zoning ordinance) adopted for the purpose of avoiding or mitigating an environmental effect? | | | | ✗ |
| c) Conflict with any applicable habitat conservation or natural community conservation plan? | | | | ✗ |

Discussion of Findings

Access to the surrounding and nearby residences and properties will be unaffected by the proposed project. As a result, the proposed project will not result in any significant adverse environmental impacts related to the division of a residential community. The project is in line with City's policies to further diversify its economic base and allow for a wider range of commercial activities. Finally, the proposed project would not result in any impact on a habitat conservation plan or community conservation plan. Therefore, the project would not result in adverse land use and planning impacts.

Section 3.11 Mineral Resources Impacts. Would the project:

| | | | | |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|--|--|---|
| a) Result in the loss of availability of a known mineral resource that would be of value to the region and the residents of the State? | | | | ✗ |
| b) Result in the loss of availability of a locally important mineral resource recovery site delineated on a local general plan, specific plan, or other land use plan? | | | | ✗ |

Discussion of Findings

The project would not result in the loss of availability of a known mineral resource of value to the region and the residents of the State. The number of properties affected by the subject project is limited and thus, the proposed project will not result in any significant adverse effects on mineral resources in the region.

Section 3.12 Noise Impacts. Would the project result in:

| | | | | |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|--|--|---|
| a) Exposure of persons to, or the generation of, noise levels in excess of standards established in the local general plan or noise ordinance, or applicable standards of other agencies? | | | | ✗ |
| b) Exposure of people to, or the generation of, excessive ground-borne noise levels? | | | | ✗ |
| c) Substantial permanent increase in ambient noise levels in the project vicinity above noise levels existing without the project? | | | | ✗ |

NOTICE OF CEQA EXEMPTION

CITY OF COMMERCE
 2535 COMMERCE WAY
 COMMERCE, CALIFORNIA 90040

**Table 1
 (Environmental Checklist)**

| Environmental Issues Area Examined | Potentially Significant Impact | Less Than Significant Impact With Mitigation | Less Than Significant Impact | No Impact |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------|----------------------------------------------|------------------------------|-----------|
| d) Substantial temporary or periodic increases in ambient noise levels in the project vicinity above levels existing without the project? | | | | × |
| e) For a project located with an airport land use plan or, where such a plan has not been adopted, within two miles of a public airport or public use airport, would the project expose people residing or working in the project area to excessive noise levels? | | | | × |
| f) For a project within the vicinity of a private airstrip, would the project expose people residing or working in the project area to excessive noise levels? | | | | × |

Discussion of Findings

The subject project will not result in any significant adverse noise impacts, as the project consists of amendments to the City of Commerce Municipal Code and General Plan. All construction within the City shall conform to its noise ordinance that limits the hours of construction activities. No portion of the City is located within an airport land use plan area or within the vicinity of a private airstrip. Therefore, the proposed project will not result in adverse noise impacts.

Section 3.13 Population and Housing Impacts. Would the project:

| | | | | |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|--|--|----------|
| a) Induce substantial growth in an area either directly or indirectly (e.g., through projects in an undeveloped area or extension of major infrastructure)? | | | | × |
| b) Displace substantial numbers of existing housing, necessitating the construction of replacement housing elsewhere? | | | | × |
| c) Displace substantial numbers of people, necessitating the construction of replacement housing elsewhere? | | | | × |

Discussion of Findings

The subject project would not allow for the construction of facilities that would induce growth either directly or indirectly. No housing would be displaced; therefore the construction of replacement housing would not be necessary. The project does not call for the displacement of any residents; therefore, combined with the other items mentioned above, there will be no adverse impacts to population and housing.

Section 3.14 Public Services Impacts. Would the project result in substantial adverse physical impacts associated with the provision of new or physically altered governmental facilities, the construction of which would cause significant environmental impacts in order to maintain acceptable service ratios, response times or other performance objectives in any of the following areas:

| | | | | |
|----------------------------------------|--|--|--|----------|
| a) Fire protection services? | | | | × |
| b) Police protection services? | | | | × |
| c) School services? | | | | × |
| d) Other governmental services? | | | | × |

Discussion of Findings

The proposed project will not result in any significant adverse impacts on public services. No increase in the demand for emergency and/or law enforcement will result from the proposed project. The project does not call for the construction of any facilities that would create adverse impacts to existing school services. The implementation of the project would not lead to impacts to service ratios, response times or performance objectives related to City's public services.

Section 3.15 Recreation Impacts. Would the project:

| | | | | |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|--|--|----------|
| a) Increase the use of existing neighborhood and regional parks or other recreational facilities such that substantial physical deterioration of the facility would occur or be accelerated? | | | | × |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|--|--|----------|

NOTICE OF CEQA EXEMPTION

CITY OF COMMERCE
 2535 COMMERCE WAY
 COMMERCE, CALIFORNIA 90040

**Table 1
 (Environmental Checklist)**

| Environmental Issues Area Examined | Potentially Significant Impact | Less Than Significant Impact With Mitigation | Less Than Significant Impact | No Impact |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------|----------------------------------------------|------------------------------|-----------|
| b) Affect existing recreational facilities or require the construction or expansion of recreational facilities that might have an adverse physical effect on the environment? | | | | × |

Discussion of Findings

The subject project will not result in any significant impacts on parks or recreational services as no facilities are proposed that would increase the use of existing parks or necessitate the expansion of existing parks. Furthermore, the project will not necessitate the construction of new park facilities and therefore no adverse impacts to recreation uses would be created.

Section 3.16 Transportation Impacts. Would the project:

| | | | | |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|--|--|----------|
| a) Cause a conflict with an applicable plan, ordinance, or policy establishing measures of effectiveness for the performance of the circulation system, taking into account all modes of transportation including mass transit and non-motorized travel and relevant components of the circulation system, including but not limited to, intersections, streets, highways and freeways, pedestrian and bicycle paths, and mass transit? | | | | × |
| b) Exceed, either individually or cumulatively, a level of service standard established by the County Congestion Management Agency for designated roads or highways? | | | | × |
| c) A change in air traffic patterns, including either an increase in traffic levels or a change in the location that results in substantial safety risks? | | | | × |
| d) Substantially increase hazards due to a design feature (e.g., sharp curves or dangerous intersections) or incompatible uses (e.g., farm equipment)? | | | | × |
| e) Result in inadequate emergency access? | | | | × |
| f) Conflict with adopted policies, plans, or programs regarding public transit, bicycle, or pedestrian facilities, or otherwise decrease the performance or safety of such facilities? | | | | × |

Discussion of Findings

The subject project would not result in any significant adverse traffic impacts. The only traffic associated with the proposed project would involve construction worker trips and maintenance vehicles trips. The Los Angeles County *Congestion Management Program* (CMP) indicates that a traffic analysis is required at designated CMP intersections if it is anticipated that a proposed project would contribute 50 or more vehicle trips to the intersection during either the morning or afternoon peak hours. The proposed project would not result in any changes in air traffic patterns and the overall local circulation system will remain unchanged. Finally, the proposed project will not impact any existing bus stops. As a result, no significant adverse impacts will occur.

Section 3.17 Utilities Impacts. Would the project:

| | | | | |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|--|--|----------|
| a) Exceed wastewater treatment requirements of the applicable Regional Water Quality Control Board? | | | | × |
| b) Require or result in the construction of new water or wastewater treatment facilities or expansion of existing facilities, the construction of which could cause significant environmental impacts? | | | | × |
| c) Require or result in the construction of new storm water drainage facilities or expansion of existing facilities, the construction of which could cause significant environmental effects? | | | | × |
| d) Have sufficient water supplies available to serve the project from existing entitlements and resources, or are new or expanded entitlements needed? | | | | × |
| e) Result in a determination by the provider that serves or may serve the project that it has inadequate capacity to serve the project's projected demand in addition to the provider's existing commitments? | | | | × |

NOTICE OF CEQA EXEMPTION

CITY OF COMMERCE
 2535 COMMERCE WAY
 COMMERCE, CALIFORNIA 90040

**Table 1
 (Environmental Checklist)**

| Environmental Issues Area Examined | Potentially Significant Impact | Less Than Significant Impact With Mitigation | Less Than Significant Impact | No Impact |
|--------------------------------------------------------------------------------------------------------------------------|--------------------------------|----------------------------------------------|------------------------------|-----------|
| f) Be served by a landfill with insufficient permitted capacity to accommodate the project's solid waste disposal needs? | | | | X |
| g) Comply with Federal, State, and local statutes and regulations related to solid waste? | | | | X |
| h) Result in a need for new systems, or substantial alterations in power or natural gas facilities? | | | | X |
| i) Result in a need for new systems, or substantial alterations in communication systems? | | | | X |

Discussion of Findings

No additional wastewater will be generated as part of the proposed project. As a result, no potential waste water impacts will occur. No new off-site water or wastewater infrastructure will be required due to the implementation of the subject project. No additional off-site flood control infrastructure will be required. No additional treatment capacity will be required as part of the proposed project's operation. As a result, no significant adverse impacts will occur.

Section 3.18 Mandatory Findings of Significance. *The approval and subsequent implementation of the proposed project:*

| | | | | |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|--|--|---|
| a) Will not have the potential to degrade the quality of the environment, with the implementation of the recommended standard conditions and mitigation measures included herein. | | | | X |
| b) Will not have the potential to achieve short-term goals to the disadvantage of long-term environmental goals, with the implementation of the recommended standard conditions and mitigation measures referenced herein. | | | | X |
| c) Will not have impacts that are individually limited, but cumulatively considerable, when considering planned or proposed development in the immediate vicinity, with the implementation of the recommended standard conditions and mitigation measures contained herein. | | | | X |
| d) Will not have environmental effects that will adversely affect humans, either directly or indirectly, with the implementation of the recommended standard conditions and mitigation measures contained herein. | | | | X |

NOTICE OF CEQA EXEMPTION

CITY OF COMMERCE

2535 COMMERCE WAY

COMMERCE, CALIFORNIA 90040



AGENDA REPORT

DATE: September 3, 2013

TO: HONORABLE CITY COUNCIL

FROM: CITY ADMINISTRATOR

SUBJECT: PUBLIC HEARING – AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COMMERCE, CALIFORNIA, AMENDING TITLE 19 (“ZONING”) OF THE COMMERCE MUNICIPAL CODE, CHANGING THE TITLE OF CHAPTER 19.13, AND AMENDING SECTION 19.13.010 (INTENT AND PURPOSE), SECTION 19.13.020 (USE REGULATIONS), TABLE 19.13.020A (PERMITTED USES), SECTION 19.13.030 (DEVELOPMENT STANDARDS), TABLE 19.13.030A (DEVELOPMENT STANDARDS), TABLE 19.13.040A (PERMITTED PROJECTIONS INTO REQUIRED OPEN SPACE), AND SECTION 19.13.070 (OTHER APPLICABLE REGULATIONS) – FIRST READING

RECOMMENDATION:

Conduct a public hearing regarding the subject Ordinance and consider the proposed Ordinance for first reading.

MOTIONS:

1. Conduct the required public hearing;
2. Move to read the Ordinance by title only; and
3. Move to approve the Ordinance for first reading.

BACKGROUND:

In 2011, the City Council initiated discussions on digital billboards to determine if there were benefits to allowing them in Commerce. After several discussions on the matter, the City Council directed staff to work on drafting an ordinance that would allow for digital billboards. While the ordinance is a few months away from being before the Planning Commission and City Council, other components related to the ordinance are currently moving forward. This Zoning Ordinance Text Amendment (ZOTA), along with a corresponding General Plan Amendment (GPA), serve as the first steps in a process that could allow for digital billboards in the City (under certain regulations), while ensuring consistency between the City’s Zoning Ordinance and General Plan.

The General Plan serves as the blueprint for the planning and development of the City. The General Plan expresses the community’s development goals and embodies public policy relative to the distribution of future land uses both public and private. The City’s Zoning Ordinance, as well as any other land use plan, must be consistent with the General Plan. The policies of the General Plan are intended to underlie most land use decisions, including amendments to the Zoning Ordinance. The main components of the proposed ZOTA include changing the name of the City’s Public Facility Zone (PF) to Commercial Public Facility Zone (CPF), as well as listing billboards (digital), outdoor advertising, as a permitted use in the Zone subject to certain requirements set forth in the Municipal Code.

The General Plan sets forth a number of goals, policies and objectives. Land use decisions must be consistent with these. At minimum, the proposed text amendment would help to further the following key objectives of the General Plan.

- The development of a wide range of commercial activities;

- The creation of a strong employment and commercial base to finance public improvements and services; and
- The city of Commerce will continue to promote the maintenance and preservation of industrial activities and business that contribute to the city's economic and employment base.

On August 28, 2013 the Planning Commission reviewed the subject ordinance. At that time, the Commission unanimously recommended approval to the City Council.

ANALYSIS:

As stated in the Background section of this report, the main components of the proposed text amendment include changing the name of the PF zone, as well as including billboards (digital), outdoor advertising, as a permitted use in the zone. Below is a list of all of the amendments being proposed at this time (shown in bold underlined text):

1) Chapter 19.13 Commercial Public Facility Zone:

Currently Chapter 19.13 of the Municipal Code is titled "Chapter 19.13 Public Facility Zone". The proposed amendment includes adding billboards to the list of permitted uses in the zone. In response, staff is recommending the name of the zone be changed as follows:

- CHAPTER 19.13 **COMMERCIAL** PUBLIC FACILITY ZONE

2) Intent and Purpose:

Section 19.13.010 of the Municipal Code sets forth the intent and purpose of the City's existing Public Facility Zone. The proposed name change must be reflected throughout the entire Chapter 19.13, including this section as shown below:

19.13.010 Intent and purpose.

The **commercial** public facility (**CPF**) zone is intended to provide adequate space for public and quasi-public community facilities. These facilities are to be conveniently located to serve the needs of the community and protected from intrusion of other land uses. The types of uses allowed include municipal and other government buildings, public educational facilities, religious facilities, and recreational areas. Other uses, such as public service facilities, utilities and easements, and hospitals, may be permitted under certain conditions outlined in this Title 19.

3) Use Regulations:

Section 19.13.020 of the Municipal Code provides an introduction to the list of permitted uses in Table 19.13.020A. Here, a minor amendment is proposed that would reflect the change to the name of the zoning designation (PF to CPF).

19.13.020 Use regulations.

- A. Table 19.13.020A identifies the uses permitted in the **commercial** public facility (**CPF**) zone.
- B. Certain permitted uses and conditionally permitted uses may be subject to special conditions regarding the location, operation, or design of the use. Such uses are marked in Table 19.13.020A with an asterisk (*), and the special conditions that apply are contained in Chapter 19.31 (Standards for Specific Land Uses) of this Title 19.

- C. When a use is not specifically listed, the community development director shall have the authority to determine what use the proposed use is most similar to and whether such proposed use is permitted within the context of existing regulations.

4) Permitted Uses:

Table 19.13.020A of the Municipal Code lists the permitted uses in the CPF zone. The proposed amendment would change the title of the subject table as well as list billboards (digital), outdoor advertising, as a permitted use subject to requirements set forth in Chapter 19.25 of the Code.

Table 19.13.020A
 Permitted Uses—**Commercial** Public Facility Zone

| Use | PF |
|-----------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------|
| Billboard (Digital), outdoor advertising | P*subject to the requirements of Chapter 19.25 of this Title 19 |
| Cemeteries, Crematories, Mausoleums, and Columbariums | C* |
| Churches and Similar Religious Institutions | P |
| Community Care Facilities (see <u>Chapter 19.07</u> , Division 2 for regulations) | C* |
| Dwelling, Accessory or Caretaker, including those for churches or religious facilities | C |
| Electric Distribution and Transmission Substation | P |
| Energy Support Facilities | P |
| Fire Station | P |
| Flood Control Channels, Basins, Facilities | P |
| Food Commissary, for employees | P |
| Government Buildings | P |
| Greenhouses | A |
| Heliports, Airports or Landing Strips | C* |
| Highway Patrol Offices and Facilities | P |
| Hospitals | C |
| Libraries | P |
| Nursery (plant) - Wholesale and growing stock | P |
| Parks, Playgrounds | P |
| Police Station | P |
| Public Educational Facilities | P |
| Public Parking Structures | P |
| Public or Quasi-Public Uses of Educational/Recreational Nature | P |
| Public or Quasi-Public Uses of Religious, Cultural, Public Service Nature | P |
| Transmission Towers (>60 ft.), Radio, Television, Cellular Telephone, and Microwave (see <u>Chapter 19.27</u>) | C |
| Water Pumping, Water Works, Treatment Plants, and Public Utilities | C |

Key: P = Permitted Use

A = Permitted as an Accessory Use

C = Conditional Use Permit Required (See Chapter 19.39, Division 7)

T = Temporary Use

* = Special use conditions and/or development standards apply

5) Development Standards:

Section 19.13.030 and Table 19.13.030A of the Municipal Code set forth basic development standards for the CPF zone. At this time there are no proposed changes to the development standards. However there are minor changes necessary to reflect the renaming of the Zone.

19.13.030 Development standards.

Table 19.13.030A identifies the development standards for uses in the **commercial** public facility (**CPF**) zone **that require buildings**.

Table 19.13.030A
 Development Standards—**Commercial** Public Facility Zone

| Development Standard | PF |
|-------------------------------------|-----------------------|
| 1. Minimum Lot Area | 15,000 sf |
| 2. Maximum Building Height | 35 ft. |
| 3. Front Yard Setback (minimum) | 15 ft. |
| 4. Side Yard Setback (minimum) | 10 ft. |
| 5. Rear Yard Setback (minimum) | 20 ft. |
| 6. Open Space Requirement (minimum) | 5% of total lot area |
| 7. Lot Coverage (maximum) | 50% of total lot area |
| 8. Floor Area Ratio (maximum) | 0.5 : 1 |

6) Permitted Projections:

Table 19.13.040A of the Municipal Code sets forth the permitted projections into open space on CPF zoned properties. There are no proposed changes to the Table, other than its title as shown below:

19.13.040 Permitted projections.

Architectural and structural features on a building or structure are permitted to project into required setback areas as set forth in Table 19.13.040A.

Table 19.13.040A
 Permitted Projections into Required Open Space—**Commercial** Public Facility Zone

| Feature | PF |
|-----------------------------------------------|----------------|
| Eaves, cornices, other architectural features | 2 ft. maximum |
| Fireplace structures, 8 ft. wide or less | 2 ft. maximum |
| Stairways, fire escapes | No restriction |
| Uncovered porches at first floor level | 6 ft. maximum |
| Balconies | 3 ft. maximum |
| Planting boxes, planters | No restriction |
| Guard railings around ramps | No restriction |
| | |

7) Other Applicable Regulations:

Development in the CPF zone is not only subject to those standards contained in Chapter 19.13 of the Municipal Code, but also regulations contained in other Chapters. Section 19.13.070 of the Code lists those other sections. No additional Chapters would be added to the list, but a minor change to the introductory text would be made as follows:

19.13.070 Other applicable regulations.

In addition to the requirements contained in this Chapter 19.13, regulations contained in the following chapters of this Title 19 shall apply to development in the commercial public facility (CPF) zone:

Chapter 19.01: General Provisions

Chapter 19.19: Site Planning and General Development Standards

Chapter 19.21: Off-Street Parking and Loading

Chapter 19.23: Landscaping Standards

Chapter 19.25: Signs

Chapter 19.31: Standards for Specific Land Uses

Chapter 19.37: Nonconforming Uses and Structures

As stated earlier in this report, the proposed amendments were drafted in response to direction from the City Council. There may be an opportunity for the City to not only get additional revenue from these signs, but also eliminate some sign clutter. Over the next few months, staff will work to finalize a draft ordinance to be brought back to the Planning Commission and City Council. This ordinance will set forth development standards for the placement of digital billboards in the City.

PROPOSED FINDINGS:

Prior to approving a Zoning Ordinance Text Amendment, Commerce Municipal Code Section 19.39.310 requires that all of the following findings be made:

1. That the proposed zoning ordinance text amendment is consistent with the goals, policies, and objectives of the general plan. ***State law requires that every city prepare and adopt a comprehensive general plan to serve as a guide for development. There is very little vacant land that remains in the City and development in the future will involve the recycling of land. The proposed project is consistent with goals, policies and objectives in the Plan. The project will help to create opportunities for additional commercial activities that will contribute to the City's economic base. The project will serve to continue the City's efforts to encourage continued revitalization, economic development and growth.***
2. That the proposed zoning ordinance text amendment will not adversely affect surrounding properties. ***The subject text amendment would not adversely affect surrounding properties and would not have a negative impact on the environment. It will serve to further policies set forth in the General Plan related to economic development and commercial activities. By increasing opportunities for new commercial activities, the ability to fund public improvements and services is strengthened.***
3. That the proposed zoning ordinance text amendment promotes the public health, safety, and general welfare and serves the goals and purposes of this Title 19. ***The subject text amendment would serve to help protect the health, safety and general welfare of the residents of the City of Commerce. The project will not have a negative impact on the environment and will serve to further policies set***

forth in the General Plan related to economic development and commercial activities. By increasing opportunities for new commercial activities, the ability to fund public improvements and services is strengthened, while contributing to the City's economic base.

PUBLIC HEARING NOTICE:

The Public Hearing Notice was published in the Commerce Comet on August 15, 2013 and mailed to the necessary property owners.

ENVIRONMENTAL ASSESSMENT:

This project qualifies for a Class 4 Categorical Exemption under the provisions of the California Environmental Quality Act ("CEQA"), Guidelines Section 15304. Class 4 consists of minor public or private alterations in the condition of land, water, and/or vegetation which do not involve removal of healthy, mature, scenic trees except for forestry or agricultural purposes.

FISCAL IMPACT:

None.

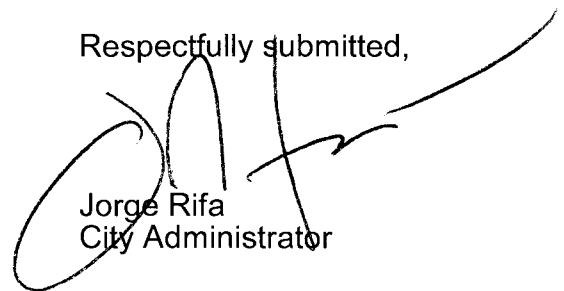
RELATIONSHIP TO 2009 STRATEGIC GOALS:

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

Recommended by:


Alex Hamilton
Assistant Director of Community Development

Respectfully submitted,


Jorge Rifa
City Administrator

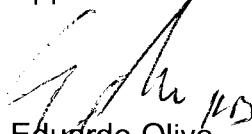
Prepared by:


Matt Marquez
City Planner

Fiscal impact reviewed by:


Vilko Domic
Director of Finance

Approved as to form


Eduardo Olivo
City Attorney

Attachments: Proposed Ordinance
Notice of Exemption

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COMMERCE, CALIFORNIA, AMENDING TITLE 19 ("ZONING") OF THE COMMERCE MUNICIPAL CODE, CHANGING THE TITLE OF CHAPTER 19.13, AND AMENDING SECTION 19.13.010 (INTENT AND PURPOSE), SECTION 19.13.020 (USE REGULATIONS), TABLE 19.13.020A (PERMITTED USES), SECTION 19.13.030 (DEVELOPMENT STANDARDS), TABLE 19.13.030A (DEVELOPMENT STANDARDS), TABLE 19.13.040A (PERMITTED PROJECTIONS INTO REQUIRED OPEN SPACE), AND SECTION 19.13.070 (OTHER APPLICABLE REGULATIONS)

WHEREAS, the City recognizes the need to create opportunities for additional commercial activities; and

WHEREAS, the City continues to encourage revitalization, economic development, and growth; and

WHEREAS, the City recognizes the need to accommodate the rapidly-changing demands of the business community; and

WHEREAS, on August 28, 2013 the Planning Commission held a public hearing on the subject matter and recommended that the City Council adopt the subject Ordinance

WHEREAS, the City Council conducted a public hearing on the subject matter, has reviewed all facts concerning the subject matter, and has considered all evidence submitted at said public hearing.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF COMMERCE, CALIFORNIA, DOES ORDAIN AS FOLLOWS;

SECTION 1: The project qualifies for a Class 4 Categorical Exemption pursuant to the provisions of the California Environmental Quality Act (CEQA) Section 15304. Class 4 consists of minor public or private alterations in the condition of land, water, and/or vegetation which do not involve removal of healthy, mature, scenic trees except for forestry or agricultural purposes.

SECTION 2: The title of Chapter 19.13 of the Commerce Municipal Code is hereby amended to read as follows:

Chapter 19.13 Commercial Public Facility Zone

SECTION 3: Section 19.13.010 of the Commerce Municipal Code is hereby amended to read as follows:

The commercial public facility (CPF) zone is intended to provide adequate space for public and quasi-public community facilities. These facilities are to be conveniently located to serve the needs of the community and protected from intrusion of other land uses. The types of uses allowed include municipal and other government buildings, public educational facilities, religious facilities, and recreational areas. Other uses, such as public service facilities, utilities and easements, and hospitals, may be permitted under certain conditions outlined in this Title 19. (Ord. 544 § 1(part), 2000).

SECTION 4: Section 19.13.020 of the Commerce Municipal Code is hereby amended to read as follows:

- A. Table 19.13.020A identifies the uses permitted in the commercial public facility (CPF) zone.
- B. Certain permitted uses and conditionally permitted uses may be subject to special conditions regarding the location, operation, or design of the use. Such uses are marked in Table 19.13.020A with an asterisk (*), and the special conditions that apply are contained in Chapter 19.31 (Standards for Specific Land Uses) of this Title 19.
- C. When a use is not specifically listed, the community development director shall have the authority to determine what use the proposed use is most similar to and whether such proposed use is permitted within the context of existing regulations.

SECTION 5: Table 19.13.020A of the Commerce Municipal Code is hereby amended to read as follows:

**Table 19.13.020A
Permitted Uses—Commercial Public Facility Zone**

| Use | PF |
|---------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------|
| Billboard (Digital), outdoor advertising | P*subject to the requirements of Chapter 19.25 of this Title 19 |
| Cemeteries, Crematories, Mausoleums, and Columbariums | C* |
| Churches and Similar Religious Institutions | P |
| Community Care Facilities (see Chapter 19.07, Division 2 for regulations) | C* |
| Dwelling, Accessory or Caretaker, including those for churches or religious facilities | C |
| Electric Distribution and Transmission Substation | P |
| Energy Support Facilities | P |
| Fire Station | P |
| Flood Control Channels, Basins, Facilities | P |
| Food Commissary, for employees | P |
| Government Buildings | P |
| Greenhouses | A |
| Heliports, Airports or Landing Strips | C* |
| Highway Patrol Offices and Facilities | P |
| Hospitals | C |
| Libraries | P |
| Nursery (plant) - Wholesale and growing stock | P |
| Parks, Playgrounds | P |
| Police Station | P |
| Public Educational Facilities | P |
| Public Parking Structures | P |
| Public or Quasi-Public Uses of Educational/Recreational Nature | P |
| Public or Quasi-Public Uses of Religious, Cultural, Public Service Nature | P |
| Transmission Towers (>60 ft.), Radio, Television, Cellular Telephone, and Microwave (see Chapter 19.27) | C |
| Water Pumping, Water Works, Treatment Plants, and Public Utilities | C |

Key: P = Permitted Use
A = Permitted as an Accessory Use
C = Conditional Use Permit Required (See Chapter 19.39, Division 7)
T = Temporary Use
* = Special use conditions and/or development standards apply

SECTION 6: Section 19.13.030 and Table 19.13.030A of the Commerce Municipal Code are hereby amended to read as follows:

Table 19.13.030A identifies the development standards for uses in the commercial public facility (CPF) zone that require buildings.

**Table 19.13.030A
Development Standards—Commercial Public Facility Zone**

| Development Standard | PF |
|-------------------------------------|-----------------------|
| 1. Minimum Lot Area | 15,000 sf |
| 2. Maximum Building Height | 35 ft. |
| 3. Front Yard Setback (minimum) | 15 ft. |
| 4. Side Yard Setback (minimum) | 10 ft. |
| 5. Rear Yard Setback (minimum) | 20 ft. |
| 6. Open Space Requirement (minimum) | 5% of total lot area |
| 7. Lot Coverage (maximum) | 50% of total lot area |
| 8. Floor Area Ratio (maximum) | 0.5 : 1 |

Abbreviations: sf = square feet; ft. = feet

(Ord. 544 § 1(part), 2000).

SECTION 7: Table 19.13.040A of the Commerce Municipal Code is hereby amended to read as follows:

**Table 19.13.040A
Permitted Projections into Required Open Space—Commercial Public Facility Zone**

| Feature | PF |
|-----------------------------------------------|----------------|
| Eaves, cornices, other architectural features | 2 ft. maximum |
| Fireplace structures, 8 ft. wide or less | 2 ft. maximum |
| Stairways, fire escapes | No restriction |
| Uncovered porches at first floor level | 6 ft. maximum |
| Balconies | 3 ft. maximum |
| Planting boxes, planters | No restriction |
| Guard railings around ramps | No restriction |

(Ord. 544 § 1(part), 2000).

SECTION 8: Table 19.13.070 of the Commerce Municipal Code is hereby amended to read as follows:

In addition to the requirements contained in this Chapter 19.13, regulations contained in the following chapters of this Title 19 shall apply to development in the commercial public facility (CPF) zone:

Chapter 19.01: General Provisions

Chapter 19.19: Site Planning and General Development Standards

Chapter 19.21: Off-Street Parking and Loading

Chapter 19.23: Landscaping Standards

Chapter 19.25: Signs

Chapter 19.31: Standards for Specific Land Uses

Chapter 19.37: Nonconforming Uses and Structures

(Ord. 544 § 1(part), 2000).

Section 9: Pursuant to Commerce Municipal Code Section 19.39.310 the City Council finds as follows:

1. That the proposed zoning ordinance text amendment is consistent with the goals, policies, and objectives of the general plan. **State law requires that every city prepare and adopt a comprehensive general plan to serve as a guide for development. There is very little vacant land that remains it the City and development in the future will involve the recycling of land. The proposed project is consistent with goals, policies and objectives in the Plan. The project will help to create opportunities for additional commercial activities that will contribute to the City's economic base. The project will serve to continue the City's efforts to encourage continued revitalization, economic development and growth.**
2. That the proposed zoning ordinance text amendment will not adversely affect surrounding properties. **The subject text amendment would not adversely affect surrounding properties and would not have a negative impact on the environment. It will serve to further policies set forth in the General Plan related to economic development and commercial activities. By increasing opportunities for new commercial activities, the ability to fund public improvements and services is strengthened.**
3. That the proposed zoning ordinance text amendment promotes the public health, safety, and general welfare and serves the goals and purposes of this Title 19. **The subject text amendment would serve to help protect the health, safety and general welfare of the residents of the City of Commerce. The project will not have a negative impact on the environment and will serve to further policies set forth in the General Plan related to economic development and commercial activities. By increasing opportunities for new commercial activities, the ability to fund public improvements and services is strengthened, while contributing to the City's economic base.**

SECTION 10: If any section, subsection, sentence, clause, phrase or portion of this Ordinance is for any reason held to be invalid or unconstitutional by any court of competent jurisdiction, such decision shall not affect the validity of the remainder of the Ordinance. The City Council hereby declares that it would have adopted this Ordinance,

and each section, subsection, sentence, clause, phrase, or portion thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses, phrases, or portions may be declared invalid or unconstitutional.

SECTION 11: This Ordinance shall take effect on the thirty-first (31st) day after its adoption.

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

Joe Aguilar
Mayor

ATTEST:

Victoria M. Alexander
Deputy City Clerk

NOTICE OF CEQA EXEMPTION

CITY OF COMMERCE
2535 COMMERCE WAY
COMMERCE, CALIFORNIA 90040

To: ✓ Office of Planning and Research
1400 Tenth Street, Room 121
Sacramento, CA 95814

From: City of Commerce
2535 Commerce Way
Commerce, California 90040

✓ County Clerk: County of Los Angeles
12400 Imperial Highway
Norwalk, CA 90650

Project Title: Commercial Public Facilities Zone – Zoning Ordinance Text Amendment and General Plan Update.

Project Location: Citywide.

Project Location - City: Commerce. **Project Location - County:** Los Angeles.

Description of Nature, Purpose, and Beneficiaries of Project: Zoning Ordinance Text Amendment and General Plan Amendment.

Name of Public Agency Approving Project: City of Commerce.

Name of Person or Agency Carrying Out Project: City of Commerce, 2535 Commerce Way, Commerce, California 90040.

Exempt Status: *(check one)*

- Ministerial (Sec. 21080(b)(1); 15268); NA.
- Declared Emergency (Sec. 21080(b)(3); 15269(a)); NA.
- Emergency Project (Sec. 21080(b)(4); 15269(b)(c)); NA.
- Categorical Exemption. State type and section number: Class 4, Minor Alterations to Land.
- Statutory Exemptions. State code number: NA.

Reasons why project is exempt: See Attachment

Lead Agency Contact Person: Alex Hamilton, Assistant Director of Development Services

Area Code/Telephone: 323-722-4805

If filed by applicant:

1. Attach certified document of exemption finding. (Refer to Attachment)
2. Has a Notice of Exemption been filed by the public agency approving the project? Yes No

Signature:

Title: Assistant Director of
Development Services

Date:

Signed by the Lead Agency

Signed by the Applicant

NOTICE OF CEQA EXEMPTION

CITY OF COMMERCE
2535 COMMERCE WAY
COMMERCE, CALIFORNIA 90040

ATTACHMENT FOR THE NOTICE OF CEQA EXEMPTION Commercial Public Facilities Zone – Municipal Code Text Amendment and General Plan Update (COMMERCE, CALIFORNIA)

1. INTRODUCTION

Pursuant to the California Environmental Quality Act (CEQA) Guidelines, a Notice of Exemption (NOE) may be filed if the City of Commerce, in its capacity as the Lead Agency, determines that a proposed action or project is exempt from CEQA. According to the CEQA Guidelines, a NOE must contain the following information:

- A brief description of the proposed action or project;
- A finding that the proposed action or project is exempt, including a citation of the State CEQA Guidelines section or statute under which the project is found to be exempt; and,
- A brief statement in support of the finding.¹

This NOE provides a description of the proposed Commercial Public Facilities Zone Municipal Code Text Amendment and corresponding General Plan Amendment, indicates the applicable sections of CEQA that support the findings for the CEQA exemption, and discusses the Lead Agency's findings that are applicable to the proposed project.

2. PROJECT DESCRIPTION

The proposed project involves: 1) Amending the City's Municipal Code (Chapter 19.13) to change the name of the existing "Public Facilities Zone" (PF) to "Commercial Public Facilities Zone" (CPF); 2) Amending Table 19.13.020A of the Municipal Code to include billboards (digital and static) as a permitted use in the CPF Zone subject to certain requirements set forth in the Municipal Code; 3) Amending Section 19.13.010 (Intent and purpose), Section 19.13.020 (Use regulations), Section 19.13.030 (Development Standards), Table 19.13.030A (Development Standards), Table 19.13.040A (Permitted Projections into Required Open Space), and Section 19.13.070 (Other applicable regulations); and 3) Amending the City's General Plan to ensure consistency between it and the Municipal Code due to the subject Zoning Ordinance Text Amendment.

3. APPLICABLE CEQA EXEMPTION(S)

The City of Commerce has reviewed the proposed project and determined that it is categorically exempt and qualifies for a *Class 4* Categorical Exemption (Minor Alterations to Land).

3.1 CLASS 4 EXEMPTION (MINOR ALTERATIONS TO LAND)

Class 4 consists of minor public or private alterations in the condition of land, water, and/or vegetation which do not involve removal of healthy, mature, scenic trees except for forestry or agricultural purposes. Examples include, but are not limited to:

- (a) Grading on land with a slope of less than 10 percent, except that grading shall not be exempt in a waterway, in any wetland, in an officially designated (by federal, state, or local government action) scenic area, or in officially mapped areas of severe geologic hazard such as an Alquist-Priolo Earthquake Fault Zone or within an official Seismic Hazard Zone, as delineated by the State Geologist.
- (b) New gardening or landscaping, including the replacement of existing conventional landscaping with water efficient or fire resistant landscaping.
- (c) Filling of earth into previously excavated land with material compatible with the natural features of the site.

¹ CEQA Guidelines California Code of Regulations, Title 14, Division 6, Chapter 3, Article 19. Categorical Exemptions. (Section 15300).

NOTICE OF CEQA EXEMPTION

CITY OF COMMERCE
2535 COMMERCE WAY
COMMERCE, CALIFORNIA 90040

- (d) Minor alterations in land, water, and vegetation on existing officially designated wildlife management areas or fish production facilities which result in improvement of habitat for fish and wildlife resource or greater fish production.
- (e) Minor temporary use of land having negligible or no permanent effects on the environment, including carnivals, sales of Christmas trees, etc.
- (f) Minor trenching and backfilling where the surface is restored.
- (g) Maintenance dredging where the spoil is deposited in a spoil area authorized by all applicable state and federal regulatory agencies.
- (h) The creation of bicycle lanes on existing rights-of-way.
- (i) Fuel management activities within 30 feet of structures to reduce the volume of flammable vegetation, provided that the activities will not result in the taking of endangered, rare, or threatened plant or animal species or significant erosion and sedimentation of surface waters. This exemption shall apply to fuel management activities within 100 feet of a structure if the public agency having fire protection responsibility for the area has determined that the 100 feet of fuel clearance is required due to extra hazardous fire conditions.

4. FINDINGS SUPPORTING THE APPLICABLE CEQA EXEMPTION(S)

The City of Commerce determined, following a preliminary evaluation of the proposed project, that the proposed project would not result in any significant effects on the environment. This determination is based on the following:

4.1 CLASS 4 EXEMPTION FINDINGS

The City of Commerce, in its capacity as Lead Agency for the project, may make the following findings related to the project's qualifying for a Class 4 Exemption:

- The proposed project will not involve major public or private alterations in the condition of land, water, and/or vegetation which would involve the removal of healthy, mature, scenic trees except for forestry or agricultural purposes.
- The proposed project would not allow for the interruption of an eligible or officially designated State or County scenic highway.

5. DISCUSSION OF LEAD AGENCY'S FINDINGS

The City of Commerce may make the following findings with regard to the proposed project's exemption from the environmental review requirements outlined in CEQA:

- The proposed project will be confined to the project area and no dislocation of off-site uses will occur.
- The proposed project does not have a possibility of creating any significant environmental effect. The basis for this determination was discussed in the preceding section.
- The proposed project will not result in any impacts to sensitive resources.
- The proposed project will not result in any impacts on sensitive resources; result in any cumulative impacts; have the potential for damaging scenic resources; involve the placement of a project over a site the Department of Toxic Substances Control (DTSC) and the Secretary for Environmental Protection has identified as being affected by hazardous waste; or result in any impacts on historic resources.

NOTICE OF CEQA EXEMPTION

CITY OF COMMERCE

2535 COMMERCE WAY

COMMERCE, CALIFORNIA 90040

6. PREPARERS AND REFERENCES

The following individuals were responsible for the preparation of this NOE:

City of Commerce

Public Works & Development Services Department

Alex Hamilton, Assistant Director

Project CEQA Consultant

Blodgett/Baylosis Associates, Inc.

Marc Blodgett, Project Manager

Rosalyn Perry, Project Planner

ENVIRONMENTAL CHECKLIST

**Table 1
 (Environmental Checklist)**

| Environmental Issues Area Examined | Potentially Significant Impact | Less Than Significant Impact With Mitigation | Less Than Significant Impact | No Impact |
|---------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------|----------------------------------------------|------------------------------|-----------|
| Section 3.1 Aesthetic Impacts. Would the project: | | | | |
| a) Have a substantial adverse affect on a scenic vista? | | | | ✗ |
| b) Substantially damage scenic resources, including but not limited to, trees, rock outcroppings, and historic buildings within a State scenic highway? | | | | ✗ |
| c) Create a new source of substantial light or glare that would adversely affect day- or night-time views in the area? | | | ✗ | |

Discussion of Findings

The proposed project will not result in any significant adverse aesthetic impacts and there are no designated State scenic highways in the City. With adherence to the City's zoning requirements, the proposed project will not result in any adverse light and glare impacts on light sensitive land uses.

Section 3.2 Agriculture and Forestry Resources Impacts. Would the project:

| | | | | |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|--|--|---|
| a) Convert Prime Farmland, Unique Farmland or Farmland of Statewide Importance (Farmland), as shown on the maps prepared pursuant to the Farmland Mapping and Monitoring Program of the California Resources Agency, to non-agricultural use? | | | | ✗ |
| b) Conflict with existing zoning for agricultural use, or a Williamson Act Contract? | | | | ✗ |
| c) Conflict with existing zoning for or cause rezoning of, forest land (as defined in Public Resources Code §4526), or zoned timberland production (as defined by Government Code §51104(g))? | | | | ✗ |
| d) Result in the loss of forest land or the conversion of forest land to a non-forest use? | | | | ✗ |
| e) Involve other changes in the existing environment that, due to their location or nature, may result in conversion of farmland to non-agricultural use? | | | | ✗ |

Discussion of Findings

The proposed project will not result in the loss or conversion of agricultural or forestry resources. The City is located within an urbanized area and there are no *active* agricultural activities located within its boundaries. No rezoning of any land would occur and no forest land would be converted or impacted.

Section 3.3 Air Quality Impacts. Would the project:

| | | | | |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|--|--|---|
| a) Conflict with or obstruct implementation of the applicable air quality plan? | | | | ✗ |
| b) Violate any air quality standard or contribute substantially to an existing or projected air quality violation? | | | | ✗ |
| c) Result in a cumulatively considerable net increase of any criteria pollutant for which the project region is in non-attainment under an applicable Federal or State ambient air quality standard (including releasing emissions, which exceed quantitative thresholds for ozone precursors)? | | | | ✗ |
| d) Expose sensitive receptors to substantial pollutant concentrations? | | | | ✗ |
| e) Create objectionable odors affecting a substantial number of people? | | | | ✗ |

NOTICE OF CEQA EXEMPTION

CITY OF COMMERCE
 2535 COMMERCE WAY
 COMMERCE, CALIFORNIA 90040

**Table 1
 (Environmental Checklist)**

| Environmental Issues Area Examined | Potentially Significant Impact | Less Than Significant Impact With Mitigation | Less Than Significant Impact | No Impact |
|------------------------------------|--------------------------------|----------------------------------------------|------------------------------|-----------|
|------------------------------------|--------------------------------|----------------------------------------------|------------------------------|-----------|

Discussion of Findings

The proposed project will not result in any significant adverse air quality impacts. No significant additional new long-term emissions will result from the proposed project's implementation and no objectionable odors would be created. As a result, no adverse impacts on air quality will result from the proposed project's implementation.

Section 3.4 Biological Resources Impacts. Would the project have a substantial adverse effect:

| | | | | |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|--|--|---|
| a) Either directly or through habitat modifications, on any species identified as a candidate, sensitive or special status species in local or regional plans, policies, or regulations, or by the California Department of Fish and Game or U. S. Fish and Wildlife Service? | | | | X |
| b) On any riparian habitat or other sensitive natural community identified in local or regional plans, policies, regulations, or by the California Department of Fish and Game or U.S. Fish and Wildlife Service? | | | | X |
| c) On Federally protected wetlands as defined by Section 404 of the Clean Water Act (including, but not limited to, marsh, vernal pool, coastal, etc.) through direct removal, filling, hydrological interruption, or other means? | | | | X |
| d) In interfering substantially with the movement of any native resident or migratory fish or wildlife species or with established native resident or migratory life corridors, or impede the use of native wildlife nursery sites? | | | | X |
| e) Conflict with any local policies or ordinances, protecting biological resources, such as a tree preservation policy or ordinance? | | | | X |
| f) Conflict with the provisions of an adopted Habitat Conservation Plan, Natural Community Conservation Plan, or other approved local, regional, or state habitat conservation plan? | | | | X |

Discussion of Findings

The proposed project will not result in any significant adverse impacts on biological resources. The project area does not contain, nor is it located adjacent to, any suitable habitat for any sensitive species. The proposed project will not impact any *Waters of the U.S.* and no wetland resources will be affected. No areas within the City are located within an area governed by a habitat conservation or community conservation plan. As a result, no adverse impacts on local, regional, or State habitat conservation plans will result from the proposed project's implementation.

Section 3.5 Cultural Resources Impacts. Would the project:

| | | | | |
|---------------------------------------------------------------------------------------------------------------------------------------------|--|--|--|---|
| a) Cause a substantial adverse change in the significance of a historical resource as defined in §15064.5 of the CEQA Guidelines? | | | | X |
| b) Cause a substantial adverse change in the significance of an archaeological resource pursuant to §15064.5 of the CEQA Guidelines? | | | | X |
| c) Directly or indirectly destroy a unique paleontological resource, site or unique geologic feature? | | | | X |
| d) Disturb any human remains, including those interred outside of formal cemeteries? | | | | X |

NOTICE OF CEQA EXEMPTION

CITY OF COMMERCE
 2535 COMMERCE WAY
 COMMERCE, CALIFORNIA 90040

**Table 1
 (Environmental Checklist)**

| Environmental Issues Area Examined | Potentially Significant Impact | Less Than Significant Impact With Mitigation | Less Than Significant Impact | No Impact |
|------------------------------------|--------------------------------|----------------------------------------------|------------------------------|-----------|
|------------------------------------|--------------------------------|----------------------------------------------|------------------------------|-----------|

Discussion of Findings

There are no historic structures or objects within the project area or in the adjacent areas. The proposed project will not have an adverse impact on any historic site and no archaeological or historical resources are expected to be found, as the City is in an urban area and almost completely built-out. The potential for paleontological resources in the area is considered low given the alluvial character of the soils (no resources have been uncovered in the vicinity). As a result, no adverse impacts on cultural resources will result from the proposed project's implementation.

Section 3.6 Geology Impacts. *Would the project result in or expose people to potential impacts involving:*

| | | | | |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|--|--|---|
| a) The exposure of people or structures to potential substantial adverse effects, including the risk of loss, injury, or death involving rupture of a known earthquake fault (as delineated on the most recent Alquist-Priolo Earthquake Fault Zoning Map issued by the State Geologist for the area or based on other substantial evidence of a known fault), ground-shaking, liquefaction, or landslides? | | | | X |
| b) Substantial soil erosion or the loss of topsoil? | | | | X |
| c) Location on a geologic unit or a soil that is unstable, or that would become unstable as a result of the project, and potentially result in on- or off-site landslide, lateral spreading, subsidence, liquefaction or collapse? | | | | X |
| d) Location on expansive soil, as defined in California Building Code (2012), creating substantial risks to life or property? | | | | X |
| e) Soils incapable of adequately supporting the use of septic tanks or alternative wastewater disposal systems where sewers are not available for the disposal of wastewater? | | | | X |

Discussion of Findings

Standard building code requirements will help reduce the risk to levels that are less than significant. There are no areas within the City located within a designated Alquist-Priolo Special Studies Zone. Given the developed character of the City, no significant adverse constraints related to expansive soils are anticipated. No septic tanks will be used as part of the proposed project. As a result, no adverse impacts on geologic resources will result from the proposed project's implementation.

Section 3.7 Greenhouse Gas Emissions Impacts. *Would the project:*

| | | | | |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------|--|--|--|---|
| a) Result in the generation of greenhouse gas emissions, either directly or indirectly, that may have a significant impact on the environment? | | | | X |
| b) Increase the potential for conflict with an applicable plan, policy, or regulation adopted for the purpose of reducing emissions of greenhouse gasses? | | | | X |

Discussion of Findings

The project will not result in the generation of any significant daily CO₂ emissions. The proposed project will not involve or require any variance from an adopted plan, policy, or regulation governing GHG emissions. As a result, no significant adverse impacts related to a potential conflict with an applicable plan, policy, or regulation adopted for the purpose of reducing emissions of greenhouse gasses are anticipated.

Section 3.8 Hazards and Hazardous Materials Impacts. *Would the project:*

| | | | | |
|-----------------------------------------------------------------------------------------------------------------------------------------|--|--|--|---|
| a) Create a significant hazard to the public or the environment through the routine transport, use, or disposal of hazardous materials? | | | | X |
|-----------------------------------------------------------------------------------------------------------------------------------------|--|--|--|---|

NOTICE OF CEQA EXEMPTION

CITY OF COMMERCE
 2535 COMMERCE WAY
 COMMERCE, CALIFORNIA 90040

**Table 1
 (Environmental Checklist)**

| Environmental Issues Area Examined | Potentially Significant Impact | Less Than Significant Impact With Mitigation | Less Than Significant Impact | No Impact |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------|----------------------------------------------|------------------------------|-----------|
| b) Create a significant hazard to the public or the environment or result in reasonably foreseeable upset and accident conditions involving the release of hazardous materials into the environment? | | | | ✗ |
| c) Emit hazardous emissions or handle hazardous or acutely hazardous materials, substances, or waste within one-quarter mile of an existing or proposed school? | | | | ✗ |
| d) Be located on a site, which is included on a list of hazardous material sites compiled pursuant to Government Code Section 65962.5, and as a result, would it create a significant hazard to the public or the environment? | | | | ✗ |
| e) Be located within an airport land use plan, or where such a plan has not been adopted, within two miles of a public airport or a public use airport, would the project result in a safety hazard for people residing or working in the project area? | | | | ✗ |
| f) Within the vicinity of a private airstrip, result in a safety hazard for people residing or working in the project area? | | | | ✗ |
| g) Impair implementation of, or physically interfere with, an adopted emergency response plan, emergency response plan or emergency evacuation plan? | | | | ✗ |
| h) Expose people or structures to a significant risk of loss, injury, or death involving wild lands fire, including where wild lands are adjacent to urbanized areas or where residences are intermixed with wild lands? | | | | ✗ |

Discussion of Findings

The project will not lead to the release of hazardous materials into the environment, nor would it impact a site included on a list of hazardous material sites compiled with Government Code Section 65962.5. The project area is not near a private airstrip and would not interfere with an adopted emergency response plan. The City of Commerce is not located near a wild land area and therefore the project would not expose people or structures to a risk involving a wild lands fire.

Section 3.9 Hydrology and Water Quality Impacts. *Would the project:*

| | | | | |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|--|--|---|
| a) Violate any water quality standards or waste discharge requirements? | | | | ✗ |
| b) Substantially deplete groundwater supplies or interfere substantially with groundwater recharge in such a way that would cause a net deficit in aquifer volume or a lowering of the local groundwater table level (e.g., the production rate of pre-existing nearby wells would drop to a level which would not support existing land uses or planned uses for which permits have been granted)? | | | | ✗ |
| c) Substantially alter the existing drainage pattern of the site or area, including the alteration of the course of a stream or river, in a manner, which would result in substantial erosion or siltation on- or off-site? | | | | ✗ |
| d) Substantially alter the existing drainage pattern of the site or area, including the alteration of the course of a stream or river, in a manner that would result in flooding on- or off-site? | | | | ✗ |
| e) Create or contribute runoff water, which would exceed the capacity of existing or planned storm water drainage systems or provide substantial additional sources of polluted runoff? | | | | ✗ |
| f) Substantially degrade water quality? | | | | ✗ |
| g) Place housing within a 100-year flood hazard area as mapped on a Federal Flood Hazard Boundary, Flood Insurance Rate Map or other flood hazard delineation map? | | | | ✗ |

NOTICE OF CEQA EXEMPTION

CITY OF COMMERCE
 2535 COMMERCE WAY
 COMMERCE, CALIFORNIA 90040

**Table 1
 (Environmental Checklist)**

| Environmental Issues Area Examined | Potentially Significant Impact | Less Than Significant Impact With Mitigation | Less Than Significant Impact | No Impact |
|-----------------------------------------------------------------------------------------------------|--------------------------------|----------------------------------------------|------------------------------|-----------|
| h) Place within a 100-year flood hazard area, structures that would impede or redirect flood flows? | | | | ✗ |
| i) Expose people or structures to a significant risk of flooding because of dam or levee failure? | | | | ✗ |
| j) Result in inundation by seiche, tsunami, or mudflow? | | | | ✗ |

Discussion of Findings

The proposed project will not generate excessive runoff to the storm water system. The City of Commerce is within a completely urbanized area and is not located near the shoreline or other water body. There are no lakes or streams within the area that would be affected by the proposed project. No natural stream channels remain within the immediate area. The proposed project will not impede or redirect the flows of potential floodwater. Furthermore, the project site is not located within a designated flood hazard area, as defined by FEMA's Flood Insurance Mapping Program (FIRM).

Section 3.10 Land Use and Planning Impacts. Would the project:

| | | | | |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|--|--|---|
| a) Physically divide an established community, or otherwise result in an incompatible land use? | | | | ✗ |
| b) Conflict with an applicable land use plan, policy, or regulation of an agency with jurisdiction over the project (including, but not limited to, a general plan, specific plan, local coastal program, or zoning ordinance) adopted for the purpose of avoiding or mitigating an environmental effect? | | | | ✗ |
| c) Conflict with any applicable habitat conservation or natural community conservation plan? | | | | ✗ |

Discussion of Findings

Access to the surrounding and nearby residences and properties will be unaffected by the proposed project. As a result, the proposed project will not result in any significant adverse environmental impacts related to the division of a residential community. The project is in line with City's policies to further diversify its economic base and allow for a wider range of commercial activities. Finally, the proposed project would not result in any impact on a habitat conservation plan or community conservation plan. Therefore, the project would not result in adverse land use and planning impacts.

Section 3.11 Mineral Resources Impacts. Would the project:

| | | | | |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|--|--|---|
| a) Result in the loss of availability of a known mineral resource that would be of value to the region and the residents of the State? | | | | ✗ |
| b) Result in the loss of availability of a locally important mineral resource recovery site delineated on a local general plan, specific plan, or other land use plan? | | | | ✗ |

Discussion of Findings

The project would not result in the loss of availability of a known mineral resource of value to the region and the residents of the State. The number of properties affected by the subject project is limited and thus, the proposed project will not result in any significant adverse effects on mineral resources in the region.

Section 3.12 Noise Impacts. Would the project result in:

| | | | | |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|--|--|---|
| a) Exposure of persons to, or the generation of, noise levels in excess of standards established in the local general plan or noise ordinance, or applicable standards of other agencies? | | | | ✗ |
| b) Exposure of people to, or the generation of, excessive ground-borne noise levels? | | | | ✗ |
| c) Substantial permanent increase in ambient noise levels in the project vicinity above noise levels existing without the project? | | | | ✗ |

NOTICE OF CEQA EXEMPTION

CITY OF COMMERCE
 2535 COMMERCE WAY
 COMMERCE, CALIFORNIA 90040

**Table 1
 (Environmental Checklist)**

| Environmental Issues Area Examined | Potentially Significant Impact | Less Than Significant Impact With Mitigation | Less Than Significant Impact | No Impact |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------|----------------------------------------------|------------------------------|-----------|
| d) Substantial temporary or periodic increases in ambient noise levels in the project vicinity above levels existing without the project? | | | | ✗ |
| e) For a project located with an airport land use plan or, where such a plan has not been adopted, within two miles of a public airport or public use airport, would the project expose people residing or working in the project area to excessive noise levels? | | | | ✗ |
| f) For a project within the vicinity of a private airstrip, would the project expose people residing or working in the project area to excessive noise levels? | | | | ✗ |

Discussion of Findings

The subject project will not result in any significant adverse noise impacts, as the project consists of amendments to the City of Commerce Municipal Code and General Plan. All construction within the City shall conform to its noise ordinance that limits the hours of construction activities. No portion of the City is located within an airport land use plan area or within the vicinity of a private airstrip. Therefore, the proposed project will not result in adverse noise impacts.

Section 3.13 Population and Housing Impacts. Would the project:

| | | | | |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------|--|--|--|---|
| a) Induce substantial growth in an area either directly or indirectly (e.g., through projects in an undeveloped area or extension of major infrastructure)? | | | | ✗ |
| b) Displace substantial numbers of existing housing, necessitating the construction of replacement housing elsewhere? | | | | ✗ |
| c) Displace substantial numbers of people, necessitating the construction of replacement housing elsewhere? | | | | ✗ |

Discussion of Findings

The subject project would not allow for the construction of facilities that would induce growth either directly or indirectly. No housing would be displaced; therefore the construction of replacement housing would not be necessary. The project does not call for the displacement of any residents; therefore, combined with the other items mentioned above, there will be no adverse impacts to population and housing.

Section 3.14 Public Services Impacts. Would the project result in substantial adverse physical impacts associated with the provision of new or physically altered governmental facilities, the construction of which would cause significant environmental impacts in order to maintain acceptable service ratios, response times or other performance objectives in any of the following areas:

| | | | | |
|---------------------------------|--|--|--|---|
| a) Fire protection services? | | | | ✗ |
| b) Police protection services? | | | | ✗ |
| c) School services? | | | | ✗ |
| d) Other governmental services? | | | | ✗ |

Discussion of Findings

The proposed project will not result in any significant adverse impacts on public services. No increase in the demand for emergency and/or law enforcement will result from the proposed project. The project does not call for the construction of any facilities that would create adverse impacts to existing school services. The implementation of the project would not lead to impacts to service ratios, response times or performance objectives related to City's public services.

Section 3.15 Recreation Impacts. Would the project:

| | | | | |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|--|--|---|
| a) Increase the use of existing neighborhood and regional parks or other recreational facilities such that substantial physical deterioration of the facility would occur or be accelerated? | | | | ✗ |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|--|--|---|

NOTICE OF CEQA EXEMPTION

CITY OF COMMERCE

2535 COMMERCE WAY

COMMERCE, CALIFORNIA 90040

**Table 1
(Environmental Checklist)**

| Environmental Issues Area Examined | Potentially Significant Impact | Less Than Significant Impact With Mitigation | Less Than Significant Impact | No Impact |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------|----------------------------------------------|------------------------------|-----------|
| b) Affect existing recreational facilities or require the construction or expansion of recreational facilities that might have an adverse physical effect on the environment? | | | | ✘ |

Discussion of Findings

The subject project will not result in any significant impacts on parks or recreational services as no facilities are proposed that would increase the use of existing parks or necessitate the expansion of existing parks. Furthermore, the project will not necessitate the construction of new park facilities and therefore no adverse impacts to recreation uses would be created.

Section 3.16 Transportation Impacts. Would the project:

| | | | | |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|--|--|---|
| a) Cause a conflict with an applicable plan, ordinance, or policy establishing measures of effectiveness for the performance of the circulation system, taking into account all modes of transportation including mass transit and non-motorized travel and relevant components of the circulation system, including but not limited to, intersections, streets, highways and freeways, pedestrian and bicycle paths, and mass transit? | | | | ✘ |
| b) Exceed, either individually or cumulatively, a level of service standard established by the County Congestion Management Agency for designated roads or highways? | | | | ✘ |
| c) A change in air traffic patterns, including either an increase in traffic levels or a change in the location that results in substantial safety risks? | | | | ✘ |
| d) Substantially increase hazards due to a design feature (e.g., sharp curves or dangerous intersections) or incompatible uses (e.g., farm equipment)? | | | | ✘ |
| e) Result in inadequate emergency access? | | | | ✘ |
| f) Conflict with adopted policies, plans, or programs regarding public transit, bicycle, or pedestrian facilities, or otherwise decrease the performance or safety of such facilities? | | | | ✘ |

Discussion of Findings

The subject project would not result in any significant adverse traffic impacts. The only traffic associated with the proposed project would involve construction worker trips and maintenance vehicles trips. The Los Angeles County *Congestion Management Program* (CMP) indicates that a traffic analysis is required at designated CMP intersections if it is anticipated that a proposed project would contribute 50 or more vehicle trips to the intersection during either the morning or afternoon peak hours. The proposed project would not result in any changes in air traffic patterns and the overall local circulation system will remain unchanged. Finally, the proposed project will not impact any existing bus stops. As a result, no significant adverse impacts will occur.

Section 3.17 Utilities Impacts. Would the project:

| | | | | |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|--|--|---|
| a) Exceed wastewater treatment requirements of the applicable Regional Water Quality Control Board? | | | | ✘ |
| b) Require or result in the construction of new water or wastewater treatment facilities or expansion of existing facilities, the construction of which could cause significant environmental impacts? | | | | ✘ |
| c) Require or result in the construction of new storm water drainage facilities or expansion of existing facilities, the construction of which could cause significant environmental effects? | | | | ✘ |
| d) Have sufficient water supplies available to serve the project from existing entitlements and resources, or are new or expanded entitlements needed? | | | | ✘ |
| e) Result in a determination by the provider that serves or may serve the project that it has inadequate capacity to serve the project's projected demand in addition to the provider's existing commitments? | | | | ✘ |

NOTICE OF CEQA EXEMPTION

CITY OF COMMERCE

2535 COMMERCE WAY

COMMERCE, CALIFORNIA 90040

**Table 1
(Environmental Checklist)**

| Environmental Issues Area Examined | Potentially Significant Impact | Less Than Significant Impact With Mitigation | Less Than Significant Impact | No Impact |
|--------------------------------------------------------------------------------------------------------------------------|--------------------------------|----------------------------------------------|------------------------------|-----------|
| f) Be served by a landfill with insufficient permitted capacity to accommodate the project's solid waste disposal needs? | | | | X |
| g) Comply with Federal, State, and local statutes and regulations related to solid waste? | | | | X |
| h) Result in a need for new systems, or substantial alterations in power or natural gas facilities? | | | | X |
| i) Result in a need for new systems, or substantial alterations in communication systems? | | | | X |

Discussion of Findings

No additional wastewater will be generated as part of the proposed project. As a result, no potential waste water impacts will occur. No new off-site water or wastewater infrastructure will be required due to the implementation of the subject project. No additional off-site flood control infrastructure will be required. No additional treatment capacity will be required as part of the proposed project's operation. As a result, no significant adverse impacts will occur.

Section 3.18 Mandatory Findings of Significance. *The approval and subsequent implementation of the proposed project:*

| | | | | |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|--|--|----------|
| a) Will not have the potential to degrade the quality of the environment, with the implementation of the recommended standard conditions and mitigation measures included herein. | | | | X |
| b) Will not have the potential to achieve short-term goals to the disadvantage of long-term environmental goals, with the implementation of the recommended standard conditions and mitigation measures referenced herein. | | | | X |
| c) Will not have impacts that are individually limited, but cumulatively considerable, when considering planned or proposed development in the immediate vicinity, with the implementation of the recommended standard conditions and mitigation measures contained herein. | | | | X |
| d) Will not have environmental effects that will adversely affect humans, either directly or indirectly, with the implementation of the recommended standard conditions and mitigation measures contained herein. | | | | X |

NOTICE OF CEQA EXEMPTION

CITY OF COMMERCE

2535 COMMERCE WAY

COMMERCE, CALIFORNIA 90040



AGENDA REPORT

MEETING DATE: SEPTEMBER 3, 2013

TO: HONORABLE CITY COUNCIL

FROM: CITY ADMINISTRATOR

SUBJECT: COUNCIL CONSIDERATION OF SPECIAL INVESTIGATION

RECOMMENDATION:

The Council will exercise its discretion to authorize an investigation of an anonymous written complaint.

MOTION:

Council discretion.

BACKGROUND:

At the July 16, 2013, City Council meeting, Mayor Pro Tem Lilia Leon requested that the City look into allegations contained in an anonymous letter dated June 16, 2013, that was read into the record during public comment.

Consistent with California Government Code Section 54954.2, and Council's request, this item has been scheduled for the Council's consideration and direction. If authorized by the City Council, staff will begin working on the matter. Should the Council authorize an investigation, staff will begin working on the matter and return at the September 3rd meeting with a professional services agreement retaining the services of an independent investigator to conduct the investigation.

On August 20, 2013, the City Council continued this agenda item.

LEGAL ANALYSIS:

The complaint was raised during the public comment portion of the City Council meeting on July 16, 2013. Pursuant to Government Code Section 54954.2 (a) (2), the Mayor Pro Tem addressed the complaint by asking the City Administrator if we could look into the allegations. The City Council did not take "action" on the item (see Section 54952.6) at that time because the matter was not on the agenda. Pursuant to Government Code Section 54954.2 (a), this matter is now being agendized for consideration by the City Council.

FISCAL IMPACT:

At this time, the complexity of the investigation has yet to be determined, and its fiscal impact is uncertain. A preliminary estimated range of direct costs could potentially reach between \$20,000 to \$50,000. If directed by the Council to begin the investigation, the September 3rd Council report engaging an independent investigator may add some degree of certainty to this cost range.

In any event, should the Council direct staff to proceed at the September 3rd meeting, the investigation services agreement will include a recommended appropriation from the City's contingency for FY 2013/2014 or the City's reserve.

Respectfully submitted,



Jorge J. Rifá
City Administrator

Approved As To Form:



Eduardo Olivo
City Attorney

Attachments:

Letter of Complaint
Email to Deputy City Clerk

June 16, 2013

Joe Aguilar, Mayor
Lela Leon, Mayor Pro Tem
Tina Baca Del Rio, City Councilmember
Ivan Altamirano, City Councilmember

WE ARE EMPLOYEES OF THE CITY OF COMMERCE AND ASK THAT THIS LETTER BE READ AS PART OF PUBLIC COMMENTS DURING THE CITY COUNCIL MEETING FOR JULY 16, 2013

For about one year now, we have been harassed, off and on, by Richard Robles, an employee of Home Depot in Commerce and the husband of City Councilmember Denise Robles.

As part of our jobs we are required to go to Home Depot to pick up materials that may be needed for the City. We do this as City employees. On several occasions, as we are trying to do our jobs, we have been confronted by Richard Robles, who happens to work for Home Depot. As an example, when we were preparing for the Miss Commerce Pageant, we needed to buy certain materials from Home Depot for the event. He saw us and made comments to us such as "don't you think you are taking too much?" and "are you taking some of the materials to your home?" He also stares at us and points to his watch, as if to tell us that we are taking too much time in doing our jobs. On other occasions he has made comments about political matters that are critical of other City Councilmembers and the City.

After a few of these occasions, we were told by our supervisor that he was aware that we had gone to Home Depot and that we had been asked questions by Richard Robles. We understand

Mr. Mayor and the City Council, we ask that you do something about this situation. We ask that you protect us, prevent this harassment and bullying from continuing. We trust that we will be safe with you. Please do not allow us to be treated like this by Councilwoman Robles and her husband. Please help us!!!

Yours truly.

Very concerned City of Commerce Employees

VICTORIA ALEXANDER

From: Steve Lopez [rosewood_bandini@aol.com]
Sent: Monday, July 15, 2013 9:53 PM
To: VICTORIA ALEXANDER
Cc: Joe Aguilar; Ivan Altamirano; Lilia R. Leon; Tina Baca Del Rio
Subject: Fwd: PLEASE HELP US
Attachments: City_Council.docx

Hello Victoria, Please read this in public comment at council meeting. We have been going through a tuff time and the time has come where we will stand up for what is right. We want to remain anonymous until we feel safe and know that council will protect us.

Thank you Victoria. We know you will look out for our best interest. We have copied 4 councilmembers.

THANK YOU!
-----Original Message-----

To: Steve Lopez <rosewood_bandini@aol.com>
Sent: Mon, Jul 15, 2013 9:34 pm
Subject: Re: PLEASE HELP US

I have known these council members for a very long time. They are good people and will protect us all!

Sent from my blackberry

On Jul 15, 2013, at 9:33 PM, Steve Lopez <rosewood_bandini@aol.com> wrote:

we as a group do not want to lose our jobs.

Sent from my blackberry
-----Original Message-----

To: Steve Lopez <rosewood_bandini@aol.com>
Sent: Mon, Jul 15, 2013 9:30 pm
Subject: Re: PLEASE HELP US

Yes, go ahead and send this. The rest of Council will protect you. Send to Victoria.

Sent from my blackberry

On Jul 15, 2013, at 9:28 PM, Steve Lopez <rosewood_bandini@aol.com> wrote:

<City Council.docx>



AGENDA REPORT

MEETING DATE: September 03, 2013

TO: HONORABLE CITY COUNCIL
FROM: CITY ADMINISTRATOR
SUBJECT: CAMP COMMERCE: CITY COUNCIL VIP CABIN USE

RECOMMENDATION:

At the request by Councilmember Robles, the City Council will provide appropriate action as deemed necessary with respect to, the City's policy regarding the Council use of the VIP cabin in Camp Commerce, the use of the cabins on a fee basis and use only during regular sessions.

MOTION:

City Council discretion.

BACKGROUND:

On August 5, 2013, the City Council formally took action to limit the use of the Council VIP Cabin at Camp Commerce for City employees only during the "Employee Weekend" which is traditionally held during the Labor Day weekend, and not have any Councilmembers in attendance during this time.

ANALYSIS:

At this time, Councilmember Robles is requesting Council discuss, and provide appropriate direction with respect to the use of the VIP cabin in Camp Commerce, the use of the cabin on a fee basis, and the use of the cabin only during regular sessions.

Additionally, Councilmember Robles is requesting clarification on whether the Council policy on the use of the cabins had been discussed prior to the August 5th Council meeting.

On August 20, 2013, the City Council continued this agenda item.

FISCAL IMPACT:

There is no fiscal impact associated with this agenda item report.

RELATIONSHIP TO 2012 STRATEGIC GOALS:

This report before the Council is not applicable to any Council strategic goals.


Fiscal impact reviewed by:


Vilko Domic
Finance Director

Respectfully submitted:


Jorge Rifa
City Administrator

Approved as to form:


Eduardo Olivo
City Attorney



AGENDA REPORT

DATE: September 3, 2013

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

RECOMMENDATION:

Make the appropriate appointments.

MOTION:

Council discretion.

BACKGROUND:

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

ANALYSIS:

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

Library Commission

Mayor Pro Tem Leon

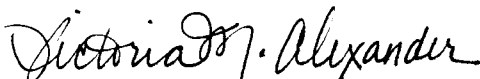
I-710 Local Advisory Committee

Mayor Pro Tem Leon

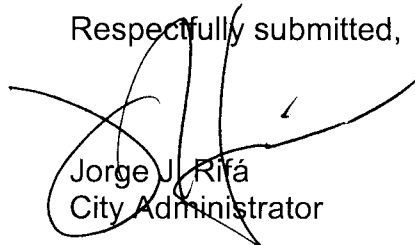
FISCAL IMPACT:

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

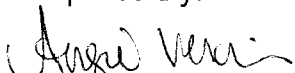
Recommended by:


Victoria M. Alexander
Deputy City Clerk

Respectfully submitted,


Jorge J. Rifá
City Administrator

Prepared By:


Angie Verdin
Senior Office Assistant



AGENDA REPORT

MEETING DATE: September 3, 2013

TO: HONORABLE CITY COUNCIL

FROM: CITY ADMINISTRATOR

SUBJECT: SELECTION OF A FIRM TO CONDUCT AN ORGANIZATIONAL ASSESSMENT OF THE PUBLIC WORKS AND DEVELOPMENT SERVICES DEPARTMENT

RECOMMENDATION:

Select firm to conduct an Organizational Assessment of the Public Works and Development Services Department.

MOTION:

Move to approve the recommendation.

BACKGROUND:

Per City Council direction, staff issued a Request for Proposals on March 28, 2013 for firms interested in conducting an Organizational Assessment of the Public Works and Development Services Department. Staff received a total of nine (9) responses from a variety of well respected firms experienced in conducting similar studies. An internal committee was formed to review and evaluate the proposals. Based on a scoring system developed by staff, the top three firms were then brought in for interviews. Due to the importance of this study, staff then recommended two of those firms (Matrix Consulting Group and Kelly Associates Management Group) provide presentations to the City Council directly. Both firms met with the City Council on August 19, 2013 in open session and provided a presentation of their experience and plans for this particular study.

ANALYSIS:

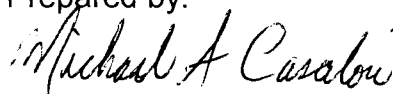
Though both firms are extremely qualified and have performed similar studies, staff is recommending that the City Council select the firm of Kelly Associates Management Group. Kelly Associates Management Group distinguished themselves from Matrix Consulting Group by their significant focus and care on the importance of staff interviews during the data collection process. Additionally, the principals that will conduct this study are all former municipal employees with direct experience overseeing both Public Works and Development Services departments.

Should the City Council approve staff's recommendation, staff will return at the September 17, 2013 City Council Meeting with a resolution requesting approval of an agreement with Kelly Associates Management Group.

FISCAL IMPACT/ALTERNATIVES:

The fee for Kelly Associates Management Group to perform this study is \$38,000 (Matrix Consulting Group's fee is \$40,000). Sufficient funds were allocated in the 2013-14 Budget for this project.

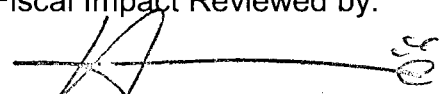
Prepared by:


Michael A. Casalou
Director of Human Resources

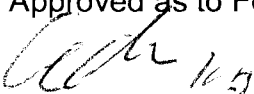
Respectfully submitted by,

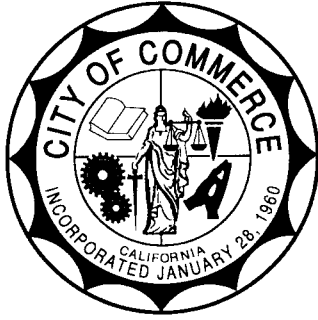

Jorge Rifa
City Administrator

Fiscal Impact Reviewed by:


Vilko Domic
Director of Finance

Approved as to Form:


Eduardo Olivo
City Attorney



AGENDA REPORT

DATE: September 3, 2013

TO: HONORABLE CITY COUNCIL

FROM: CITY ADMINISTRATOR

SUBJECT: AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COMMERCE, CALIFORNIA AMENDING SECTION 2.04.080 ("POWERS AND DUTIES") OF TITLE 2 ("ADMINISTRATION AND PERSONNEL") OF THE COMMERCE MUNICIPAL CODE

RECOMMENDATION:

Read the Ordinance by title only and approve for first reading.

MOTION:

Move to approve the recommendation.

ANALYSIS:

The City of Commerce (the "City") desires to change the reporting structure for the City Clerk so that he or she will be supervised by the City Administrator, but still serve at the pleasure of the City Council. The City Council believes that it will be beneficial for the City Clerk to report to and be supervised by the City Administrator so that he may review the City Clerk's performance and to directly manage the City Clerk. Pursuant to *Government Code* § 34856, the City Council may authorize the City Administrator to directly manage the City Clerk as a direct subordinate. Section 2.04.080 of the Commerce Municipal Code currently provides:

CMC Section 2.04.080 – Powers and Duties.

The city administrator shall be the administrative head of the city government, under the direction and control of the city council, except as otherwise provided in this code. He shall be responsible for the efficient administration of all the affairs of the city which are under his control. In addition to his general powers as administrative head, and not as a limitation thereon, it is his duty and he shall have the power:

- (1) To see that the laws of the state of California pertaining to the city and all laws and ordinances of the city are duly enforced, and that all franchises, permits, and privileges granted by the city are faithfully observed.
- (2) To appoint, promote, direct, classify, transfer, discipline, suspend, demote, remove and take other actions affecting the employees of the city as may be reasonably necessary; provided, however, that the hiring and dismissal of the assistant city administrator, department heads and assistant department heads shall be done by the city council after receipt and consideration of the recommendation of the city administrator. Hiring selections shall be made from the highest band of candidates, as determined by the city's standard recruitment and testing procedures. These powers vested in the city administrator may be delegated as necessary for effective operation of the city department. The city clerk, city treasurer, and city attorney are not subject to the powers of the city administrator.

- (3) To exercise control over and to supervise in general all departments and divisions of the city government and all appointive officers and employees thereof except the city clerk, the city attorney, and the city treasurer.
- (4) To attend all meetings of the city council and its committees unless excused therefrom by the city council.
- (5) To recommend to the city council for adoption such measures and ordinances as he deems necessary or expedient.
- (6) To keep the city council at all times fully advised as to the financial conditions and needs of the city.
- (7) To prepare and submit to the city council the annual budget and to administer it after adoption.
- (8) To prepare and to recommend to the city council a salary plan.
- (9) To purchase or cause to be purchased all supplies for all of the departments or divisions of the city. No expenditure shall be submitted or recommended to the city council except upon report or approval of the city administrator.
- (10) To make investigations into the affairs of the city and any department or divisions thereof, and any contract or the proper performance of any obligation running to the city.
- (11) To investigate all complaints in relation to matters concerning the administration of the government of the city and in regard to the service maintained by public utilities, and to see that all franchises, permits and privileges granted by the city are faithfully observed.
- (12) To exercise general supervision over all public buildings, public parks, streets, and other public property which are under the control and jurisdiction of the city council.
- (13) To devote his entire time to the duties and interests of the city.
- (14) To act as local director of civilian defense.
- (15) To make reports and recommendations as may be desirable or as requested by the city council.
- (16) To serve in any appointed office or head of department within the city government to which he may be qualified when appointed thereto by the city council and to hold and perform the duties thereof at the pleasure of the city council.
- (17) To perform such other duties and exercise such other powers as may be delegated to him from time to time by ordinance or resolution of the city council.

Pursuant to Section 2.04.080, the City Clerk is not supervised by the City Administrator. In order to change the reporting structure the City code needs to be amended to include the City Administrator as a supervisor for the City Clerk. The proposed ordinance will amend the City Code to provide for such supervision.

Agenda Report
September 3, 2013

FISCAL IMPACT:

There will be no fiscal impact as a result of the adoption of this Ordinance.

Reviewed by,

Vilko Domic
Finance Director

Respectfully submitted,



Jorge Rifa
City Administrator

Approved as to form,



Eduardo Olivo
City Attorney

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COMMERCE, CALIFORNIA AMENDING SECTION 2.04.080 ("POWERS AND DUTIES") OF TITLE 2 ("ADMINISTRATION AND PERSONNEL") OF THE COMMERCE MUNICIPAL CODE

WHEREAS, the City desires to change the reporting structure for the City Clerk so that the he or she will be supervised by the City Administrator, but still serve at the pleasure of the City Council; and

WHEREAS, the City Council believes that it will be beneficial for the City Clerk to report to and be supervised by the City Administrator so that he may review the City Clerk's performance and to directly manage the City Clerk; and

WHEREAS, pursuant to *Government Code* § 34856, the City Council may authorize the City Administrator to directly manage the City Clerk as a direct subordinate.

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

SECTION 1. Section 2.04.080 of the Commerce Municipal Code is hereby amended to read as follows:

The City Administrator shall be the administrative head of the City government, under the direction and control of the City Council, except as otherwise provided in this code. He shall be responsible for the efficient administration of all of the affairs of the City which are under his control. In addition to his general powers as administrative head, and not as a limitation thereon, it is his duty and he shall have the power:

- (1) To see that the laws of the State of California pertaining to the City and all laws and ordinances of the City are duly enforced, and that all franchises, permits, and privileges granted by the City are faithfully observed.
- (2) To appoint, promote, direct, classify, transfer, discipline, suspend, demote, remove and take other actions affecting the employees of the City as may be reasonably necessary; provided, however, that the hiring and dismissal of the City Clerk, assistant City Administrator, department heads and assistant department heads shall be done by the City Council after receipt and consideration of the recommendation of the City Administrator. Hiring selections shall be made from the highest band of candidates, as determined by the City's standard recruitment and testing procedures. These powers vested in the City Administrator may be delegated as necessary for effective operation of the City department. The City Treasurer and City Attorney are not subject to the powers of the City Administrator.
- (3) To exercise control over and to supervise in general all departments and divisions of the City government and all appointive officers and employees thereof, except the City Attorney and the City Treasurer.
- (4) To attend all meetings of the City Council and its committees unless excused there from by the City Council.
- (5) To recommend to the City Council for adoption such measures and Ordinances as he deems necessary or expedient.
- (6) To keep the City Council at all times fully advised as to the financial conditions and needs of the City.
- (7) To prepare and submit to the City Council the annual budget and to administer it after adoption.
- (8) To prepare and to recommend to the City Council a salary plan.

- (9) To purchase or cause to be purchased all supplies for all of the departments or divisions of the City. No expenditure shall be submitted or recommended to the City Council except upon report or approval of the City Administrator.
- (10) To make investigations into the affairs of the City and any department or divisions thereof, and any contract or the property performance of any obligation running to the City.
- (11) To investigate all complaints in relation to matters concerning the administration of the government of the City and in regard to the service maintained by public utilities, and to see that all franchises, permits and privileges granted by the City are faithfully observed.
- (12) To exercise general supervision over all public buildings, public parks, streets, and other public property which are under the control and jurisdiction of the City Council.
- (13) To devote his entire time to the duties and interests of the City.
- (14) To act as local director of civilian defense.
- (15) To make reports and recommendations as may be desirable or as requested by the City Council.
- (16) To serve in an appointed office or head of department within the City government to which he may be qualified when appointed thereto by the City Council and to hold and perform the duties thereof at the pleasure of the City Council.
- (17) To perform such other duties and exercise such other powers as may be delegated to him from time to time by Ordinance or Resolution of the City Council.

SECTION 2. Severability. If any section, subsection, paragraph, sentence, clause or phrase of this Chapter is declared by a court of competent jurisdiction to be unconstitutional or otherwise invalid, such decision shall not affect the validity of the remaining portions of this Chapter. The City Council declares that it would have adopted this Chapter, and each section, subsection, sentence, clause, phrase or portion thereof, irrespective of the fact that any one or more sections, subsections, phrases, or portions be declared invalid or unconstitutional.

SECTION 3. Effective Date. This Ordinance shall become effective thirty (30) calendar days from and after its adoption.

SECTION 4. The City Clerk shall attest to the adoption of this Ordinance and shall cause this Ordinance to be posted in the manner required by law.

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

CITY OF COMMERCE

By: _____
Joe Aguilar, Mayor

ATTEST:

Victoria M. Alexander
Deputy City Clerk



AGENDA REPORT

MEETING DATE: September 3, 2013

TO: HONORABLE CITY COUNCIL

FROM: CITY ADMINISTRATOR

SUBJECT: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMMERCE, CALIFORNIA APPROVING A PROFESSIONAL SERVICES AGREEMENT WITH PCR TO ASSIST STAFF WITH REVIEW OF ENVIRONMENTAL DOCUMENTATION IN COMPLIANCE WITH CEQA FOR THE PROPOSED COMMERCE RETAIL CENTER PROJECT AT THE SOUTHWEST CORNER OF ATLANTIC BOULEVARD AND WASHINGTON BOULEVARD

RECOMMENDATION:

The City Council will consider approval and adoption of a resolution approving a Professional Services Agreement with PCR, to assist staff with review of environmental documentation in compliance with (CEQA) for the proposed Commerce Retail Center project located at the southwest corner of Atlantic Boulevard and Washington Boulevard.

MOTION:

Move to approve recommendation.

BACKGROUND/ANALYSIS:

The project developer, Venture Retail Group is proposing a retail project on an approximately 13.3 acre site bounded on the north by Washington Boulevard, east by Atlantic Boulevard, south by Sheila Street, and on the west by the 1-710 Freeway. The site also includes approximately 3.92 acres which are owned by the Commerce Successor Agency ("Commission Properties"). Venture Retail Group has expressed an interest in acquiring these properties to complete site assembly. The purchase and sale of the 3.92 acres would be subject to Commission/Successor Agency final approval as well as the Oversight Board and the State Department of Finance (DOF). This consideration would be part of the overall entitlement processing for the proposed project. The Planning Commission and City Council would review and consider various entitlements and discretionary actions on the proposed project subject to all applicable standards of the Commerce Municipal Code (CMC).

Insofar as the proposed project is subject to CEQA, an Initial Study will be required and subsequent environmental document will be necessary concurrent with the project entitlements. The proposed project would consist of an approximately 149,000 square foot destination retail center with an approximately 128,000 square foot anchor tenant. Walmart is the prospective anchor tenant.

Given the complexity and scope of the proposed project, it is necessary for additional expertise to assist staff in evaluating the CEQA documentation (including an Initial Study) for the project. This is particularly the case with traffic, air quality, and noise considerations.

Staff obtained quotes from two reputable firms that specialize in this type of assistance:

- Environmental Science Associates (ESA) in the amount of \$13,095.00; and
- PCR in the amount of \$15,500.00

Both firms have an extensive amount of experience in evaluating environmental documents for projects of this scope and magnitude.

After evaluating both proposals, staff recommends that PCR be retained. Their proposal is slightly higher than the base proposal from ESA, but includes the services of the full service traffic engineering firm of Fehr and Peers. Both firms have current experience with Commerce. PCR (including Fehr and Peers) have current relevant experience in Commerce as the team successfully assisted staff in evaluating the DEIR/DEIS for the I-710 Freeway Improvement Project.

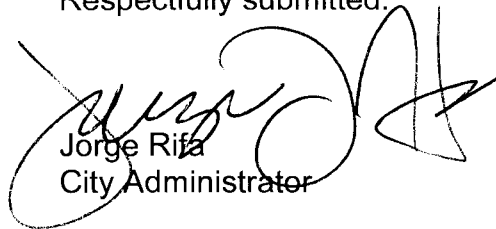
FISCAL IMPACT:

Staff recommends that a Professional Services Agreement be awarded to PCR to assist with the environmental review in an amount not to exceed \$15,500.00. No direct fiscal impact to the City will occur for this specialized assistance. Staff has requested that the project developer pay for this oversight and assistance. This would be set up as a “developer deposit” restricted revenue account, which would be drawn down by the City to make progress payments to PCR.

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”. PCR will provide specialized technical expertise to staff in reviewing CEQA documentation to be prepared for the proposed project. This will ensure that the City is provided an opportunity to thoroughly and objectively evaluate proposed projects and study and where possible mitigate environmental impacts to the maximum extent possible.

Respectfully submitted:



Jorge Rifa
City Administrator

Recommended and prepared by:




Alex Hamilton
Assistant Director of Community Development

Fiscal impact reviewed by:



Vilko Domic
Director of Finance

Approve as to form:



Eduardo Olivo
City Attorney

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMMERCE, CALIFORNIA,
APPROVING A PROFESSIONAL SERVICES AGREEMENT WITH PCR TO ASSIST STAFF
WITH REVIEW OF ENVIRONMENTAL DOCUMENTATION IN COMPLIANCE WITH CEQA
FOR THE PROPOSED COMMERCE RETAIL CENTER PROJECT AT THE SOUTHWEST
CORNER OF ATLANTIC BOULEVARD AND WASHINGTON BOULEVARD

WHEREAS, Venture Retail Group is proposing a retail project on an approximately 13.3 acre site bounded on the north by Washington Boulevard, east by Atlantic Boulevard, south by Sheila Street, and on the west by the I-710 Freeway;

WHEREAS, the proposed project will be subject to CEQA review and an Initial Study will be required and subsequent environmental documentation will be necessary concurrent with the project entitlements;

WHEREAS, given the complexity and scope of the proposed project, it is necessary for additional expertise to assist staff in evaluating the CEQA documentation (including an Initial Study) for the project especially for traffic, air quality, and noise considerations;

WHEREAS, staff obtained proposals from two reputable firms that specialize in this type of assistance including Environmental Science Associates (ESA) in the amount of \$13,095.00 and PCR in the amount of \$15,500.00;

WHEREAS, both firms have an extensive amount of experience in evaluating environmental documents for projects of this scope and magnitude;

WHEREAS, while the PCR proposal is slightly higher than the ESA proposal, it includes the services of the full service traffic engineering firm of Fehr and Peers;

WHEREAS, after evaluating both proposals, staff recommends PCR be retained as PCR has current relevant experience in Commerce as their team (including Fehr and Peers) successfully assisted staff in evaluating the DEIR/DEIS for the I-710 Freeway Improvement Projects;

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

Section 1. The Professional Services Agreement by and between PCR and the City of Commerce is hereby approved. The Mayor is hereby authorized and directed to execute the Professional Services Agreement for and on behalf of the City of Commerce.

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

Joe Aguilar
Mayor

ATTEST:

Victoria M. Alexander
Deputy City Clerk



AGENDA REPORT

DATE: September 3, 2013

TO: HONORABLE SUCCESSOR AGENCY

FROM: EXECUTIVE DIRECTOR

SUBJECT: A RESOLUTION OF THE SUCCESSOR AGENCY TO THE COMMERCE COMMUNITY DEVELOPMENT COMMISSION AUTHORIZING A NEW ENVIRONMENTAL SITE LIABILITY INSURANCE POLICY FOR 5675 TELEGRAPH ROAD INCLUDING THE ADDITION OF 5710 SMITHWAY STREET IN ACCORDANCE WITH THE DISPOSITION AND DEVELOPMENT AGREEMENT DATED JUNE 30, 2003

RECOMMENDATION:

Approve and adopt a Resolution authorizing a new Environmental Site Liability Insurance Policy for 5675 Telegraph Road including the addition of 5710 Smithway Street in accordance with the Disposition and Development Agreement (DDA) dated June 30, 2003.

MOTION:

Move to approve the recommendation.

BACKGROUND/ ANALYSIS:

The former Commerce Community Development Commission (Commission) and Commerce Citadel Development Authority entered into a Disposition and Development Agreement (DDA) with Craig Realty Group Citadel, LLC (Developer) on June 30, 2003 for the purpose of developing the site located at 5675 Telegraph Road and 5710 Smithway Street in multiple phases. As part of the DDA, the former Commission agreed to "unconditionally and fully indemnify, defend, protect, and hold Developer and their respective officers, employees, contractors and agents, harmless from and against any and all Claims which might, at any time, directly or indirectly, or in whole or in part, be caused by, arise out of or be related to the presence of Hazardous Materials."

The site consists of approximately 35.5 acres located at 5675 Telegraph Road on which a former tire manufacturing facility operated from 1929 to 1978 and later developed into retail, office, and hotel space in 1990. Areas of concern identified at the site included underground storage tanks (USTs), an aboveground storage tank (AST), a paint booth, sump pits, a clarifier, and a waste storage area. Previous site assessment data indicated that the soils were impacted with total petroleum hydrocarbons (TPH), and the groundwater impacted with chlorinated volatile organic compounds (VOCs) and metals. All structures associated with the former tire manufacturing plant were removed and cleanup activities completed.

As a result of the completed cleanup activities, the Los Angeles County Fire Department and the Los Angeles County Department of Public Works issued closure letters for previous investigation activities and referred the oversight for Underground Storage Tank (UST) and groundwater cleanup to the Regional Water Quality Control Board. The Water Board issued two No Further Action letters dated December 18, 1996 for UST issues and December 4, 2002 for groundwater impacted with VOCs for 5675 Telegraph Road. The Water Board determined that groundwater contamination detected did not result from on-site sources but from upgradient sources. The Water Board required that groundwater monitoring continue and that the existing monitoring wells be maintained. Since this time, the former Commission assumed ownership of adjacent property located north of the Citadel at 5710 Smithway Street, the former Pacific Tube Company site. This property is upgradient of the Citadel and requires groundwater monitoring. In 2002, the former Commission sold this property to Craig Realty Group Citadel, LLC for outlet retail expansion and development.

In accordance with the aforementioned DDA, the former Commission entered into an Agreement with Block Environmental for groundwater monitoring following an approved Work Plan dated January 1, 2003 and a revised Agreement dated February 15, 2011 for additional phase II site assessment to determine if soil contamination is present. The soils appear to not be an issue. Staff is working with Block Environmental to seek closure and a

No Further Action letter from the California Department of Toxic Substances (DTSC), the oversight regulatory agency. Until the DTSC provides such a letter, the City needs to continue with an Environmental Site Liability Policy for the site including the former Pacific Tube Company property. The term of the policy was for ten years and is due to expire on September 15, 2013. The purpose of the policy is to indemnify the Developer and insure the City in the event that a claim is filed for bodily injury, property damage or remediation costs resulting from a pollution incident. Staff requested the insurance broker to provide quotes for shorter term policy options. However, the terms and costs of the options may not be available until the week prior to expiration of the existing policy.

FISCAL IMPACT:

The fiscal impact would be a maximum of \$100,000. Staff request Successor Agency authorization for a new Environmental Site Liability Insurance Policy for a maximum of 5 years at a cost not to exceed \$100,000. Staff will pursue initial approval and appropriation from the Oversight Board via the ROPS 13/14B process. Final determination will come from the Department of Finance.

RELATIONSHIP TO 2009 STRATEGIC GOALS:


This agenda report item complies with Goal #2 – *Protect and Enhance Quality of Life in the City of Commerce.*

Respectfully submitted,



Jorge Rifa
City Administrator

Recommended by:



Patrick Malloy
Special Assistant to the City Administrator

Reviewed by:



Alex Hamilton
Assistant Director of Community Development

Prepared by:



Gina Nila
Environmental Services Manager

Reviewed by:



Vilko Domic
Finance Director

Approved as to Form:



Eduardo Olivo
City Attorney

Attachment: Resolution

RESOLUTION NO. _____

A RESOLUTION OF THE SUCCESSOR AGENCY TO THE COMMERCE COMMUNITY DEVELOPMENT COMMISSION AUTHORIZING A NEW ENVIRONMENTAL SITE LIABILITY INSURANCE POLICY FOR 5675 TELEGRAPH ROAD INCLUDING THE ADDITION OF 5710 SMITHWAY STREET IN ACCORDANCE WITH THE DISPOSITION AND DEVELOPMENT AGREEMENT DATED JUNE 30, 2003.

WHEREAS, the former Commerce Community Development Commission (Commission) and Commerce Citadel Development Authority entered into a Disposition and Development Agreement (DDA) with Craig Realty Group Citadel, LLC (Developer) on June 30, 2003 for the purpose of developing the site located at 5675 Telegraph Road and 5710 Smithway Street in multiple phases; and

WHEREAS, the people of the State of California have enacted the California Oil Recycling Enhancement Act that provides funds to cities and counties for establishing and maintaining local used oil collection programs that encourage recycling or appropriate disposal of used oil; and

WHEREAS, as part of the DDA, the former Commission agreed to “unconditionally and fully indemnify, defend, protect, and hold Developer and their respective officers, employees, contractors and agents, harmless from and against any and all Claims which might, at any time, directly or indirectly, or in whole or in part, be caused by, arise out of or be related to the presence of Hazardous Materials;” and

WHEREAS, the site consists of approximately 35.5 acres located at 5675 Telegraph Road on which a former tire manufacturing facility operated from 1929 to 1978 and later developed into retail, office, and hotel space in 1990; and

WHEREAS, areas of concern identified at the site included underground storage tanks (USTs), an aboveground storage tank (AST), a paint booth, sump pits, a clarifier, and a waste storage area and previous site assessment data indicated that the soils were impacted with total petroleum hydrocarbons (TPH), and the groundwater impacted with chlorinated volatile organic compounds (VOCs) and metals. All structures associated with the former tire manufacturing plant were removed and cleanup activities completed; and

WHEREAS, as a result of the completed cleanup activities, the Los Angeles County Fire Department and the Los Angeles County Department of Public Works issued closure letters for previous investigation activities and referred the oversight for Underground Storage Tank (UST) and groundwater cleanup to the Regional Water Quality Control Board; and

WHEREAS, the Water Board issued two No Further Action letters dated December 18, 1996 for UST issues and December 4, 2002 for groundwater impacted with VOCs for 5675 Telegraph Road and further determined that groundwater contamination detected did not result from on-site sources but from upgradient sources; and

WHEREAS, the Water Board required that groundwater monitoring and maintenance continue; and

WHEREAS, since this time, the former Commission assumed ownership of adjacent property located north of the Citadel at 5710 Smithway Street, the former Pacific Tube Company site. This property is upgradient of the Citadel and requires groundwater monitoring. In 2002, the former Commission sold this property to Craig Realty Group Citadel, LLC for outlet retail expansion and development; and

WHEREAS, in accordance with the aforementioned DDA, the former Commission entered into an Agreement with Block Environmental for groundwater monitoring following an approved Work Plan dated January 1, 2003 and a revised Agreement dated February 15, 2011 for additional phase II site assessment to determine if soil contamination is present. The soils appear to not be an issue; and

WHEREAS, staff is working with Block Environmental to seek closure and a No Further Action letter from the California Department of Toxic Substances (DTSC), the oversight regulatory agency, but until the DTSC provides such a letter, the City needs to continue with an Environmental Site Liability Policy for the site including the former Pacific Tube Company property; and

WHEREAS, the term of the policy was for ten years and is due to expire on September 15, 2013, staff recommends a shorter term of a maximum of five years; and

WHEREAS, the purpose of the policy is to indemnify the Developer and insure the City in the event that a claim is filed for bodily injury, property damage or remediation costs resulting from a pollution incident.

NOW, THEREFORE, BE IT RESOLVED BY THE SUCCESSOR AGENCY TO THE COMMERCE COMMUNITY DEVELOPMENT COMMISSION AS FOLLOWS:

Section 1: Successor Agency staff is hereby authorized to purchase a new Environmental Site Liability Policy for 5675 Telegraph Road and 5710 Smithway Street in accordance with the DDA dated June 30, 2003.

Section 2: The City Administrator, or a designee, is hereby authorized and empowered to execute in the name of the Successor Agency of the City of Commerce all necessary applications, contracts, payment requests, agreements and amendments hereto for the purposes of securing an Environmental Site Liability Policy.

PASSED, APPROVED and ADOPTED this _____ day of _____, 2013.

Joe Aguilar
Mayor

ATTEST:

Victoria M. Alexander
Deputy City Clerk