

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

Agendas and other writings that will be distributed to the Councilmembers/ Board Members in connection with a matter subject to discussion or consideration at this meeting and that are not exempt from disclosure under the Public Records Act, Government Code Sections 6253.5, 6254, 6254.3, 6254.7, 6254.15, 6254.16, or 6254.22, are available for inspection following the posting of this agenda in the City Clerk/Secretary's Office, at Commerce City Hall, 2535 Commerce Way, Commerce, California, and the Central Library, 5655 Jillson Street, Commerce, California, or at the time of the meeting at the location indicated below.

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

COUNCIL CHAMBERS
5655 JILLSON STREET, COMMERCE, CALIFORNIA

TUESDAY, SEPTEMBER 4, 2012 – 6:30 P.M.

CALL TO ORDER

Mayor/Chairperson Leon

PLEDGE OF ALLEGIANCE

Beatriz Sarmiento
Interim Director of Library Services

INVOCATION

Councilmember/Board Member Robles

ROLL CALL

City Clerk/Secretary Olivieri

APPEARANCES AND PRESENTATIONS

1. Presentation – Recognition of Participants of 2nd Annual "Clean Up Commerce" Community Event

The **City Council** will receive a presentation from Steve Craig, of Craig Realty Group/Citadel LLC, owner of the Citadel Outlets, on the 2nd Annual "Clean-Up Commerce" Community Event, which was held on August 11, 2012, and acknowledge those involved in the event.

2. Presentation – Relay for Life

The **City Council** will receive a presentation from a representative of the American Cancer Society on the Relay for Life event held on August 3-4, 2012, at Veterans Memorial Park, acknowledging those involved and the generous support from the City.

3. Proclamation – "Suicide Prevention Week"

The **City Council** will receive a presentation from Gina Found, of the Suicide Prevention Center, on the resources available at the Didi Hirsch Mental Health Services Center and consider designating the week of September 9-15, 2012, as "Suicide Prevention Week" in the City of Commerce.

PUBLIC COMMENT

Citizens wishing to address the City Council and Successor Agency on any item on the agenda or on any matter not on the agenda may do so at this time. However, State law (Government Code Section 54950 et seq.) prohibits the City Council/Successor Agency from acting upon any item not contained on the agenda posted 72 hours before a regular meeting and 24 hours before a special meeting. Upon request, the City Council/Successor Agency may, in their discretion, allow citizen participation on a specific item on the agenda at the time the item is considered by the City Council/Successor Agency. Request to address City Council/Successor Agency cards are provided by the City Clerk/Secretary. If you wish to address the City Council/Successor Agency at this time, please complete a speaker's card and give it to the City Clerk/Secretary prior to commencement of the City Council/ Successor Agency meetings. Please use the microphone provided, clearly stating your name and address for the official record and courteously limiting your remarks to five (5) minutes so others may have the opportunity to speak as well.

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

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

CITY COUNCIL/SUCCESSOR AGENCY REPORTS

CONSENT CALENDAR

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

4. Approval of Minutes

The **City Council and Successor Agency** will consider for approval, respectively, the minutes of the Special Meeting of Tuesday, August 14, 2012, held at 5:00 p.m. [Council only]; Concurrent Special Meetings of Tuesday, August 21, 2012, held at 5:00 p.m. and Concurrent Regular Meetings of Tuesday, August 21, 2012, held at 6:30 p.m.

5. Approval of Warrant Register Nos. 4 and 29

The **City Council and Successor Agency** will consider for approval, respectively, the bills and claims set forth in Warrant Registers No. 4A, dated September 4, 2012; No. 4B, for the period August 22, 2012, to August 30, 2012, and No. 29A, dated September 3, 2012.

6. Use of Successor Agency-owned [Formerly Commerce Community Development Commission-owned] Real Properties by Craig Realty Group, et al./Citadel LLC for Special and Holiday Event Parking

The **Successor Agency** will consider for approval the use of Successor Agency-owned [formerly Commerce Community Development Commission-owned] real properties located at 5801, 5819 and 5823 Telegraph Road; 2309, 2320 and 2366 Travers Avenue and 2240 Gaspar Avenue for customer and/or employee parking purposes for The Citadel's special and holiday events on weekends from October 6, 2012, through Monday, December 31, 2012, inclusive, and on Thursday, November 22, 2012, and

Friday, November 23, 2012, on a no-cost basis, with Craig Realty Group, et al./Citadel, LLC, to provide the requisite evidence of insurance for the use of said properties.

7. Approval of Plans and Specifications for Cash Contract No. 1202 – Construction of New Emergency Operations Center for the City of Commerce Project and Other Matters Related Thereto

The **City Council** will consider authorizing the City Administrator to approve the final project Plans and Specifications for Cash Contract No. 1202 – Construction of Emergency Operations Center for the City of Commerce Project, as prepared by WLC Architects, Inc., when ready, and advertise for sealed bids.

8. Denial of Additional Claim for Damages – Mayans Development, Inc./Los Jardines, LLC

Mayans Development, Inc. and Los Jardines, LLC filed a claim against the former Commerce Community Development Commission on January 31, 2012, arising out of claimants having been notified on October 21, 2011, by the California Department of Toxic Substances Control (“DTSC”) that, following soil and gas sampling conducted at the property located at 1350, 1362 and 1368 South Eastern Avenue, Commerce (the “Site”), it had discovered environmental contamination in the sampling and ordered the remediation of the contamination or it would pursue an enforcement action.

Claimants alleged that said contaminants existed on the Site prior to the transfer of ownership thereof from the former Commission to claimants and, as a result of the DTSC’s investigation at the Site, they incurred experts’ and attorneys’ fees and that they requested the former Commission to remediate said contamination.

The initial claim was denied by the Successor Agency on April 3, 2012.

Mayans Development, Inc. and Los Jardines, LLC filed an additional claim for damages against the Successor Agency on August 2, 2012, for damages arising out of an alleged rescission and breach of the January 20, 2004, Owner Participation Agreement (“OPA”) between the City and Mayans and the amendments thereto, alleging that the former Commission has not complied with their request that it remediate any hazardous materials on the subject Site and otherwise work with the DTSC for compliance with respect thereto.

Claimants allege that not only have they suffered damages, but the potential liability, experts’ and attorneys’ fees will increase if the former Commission refuses to defend and indemnify them and that they are entitled to reasonable attorney’s fees and expenses, in addition to damages, due to the City’s failure to indemnify them and acknowledge rescission of the OPA.

The **Successor Agency** will consider denying the additional claim for damages as recommended by the Agency Counsel.

9. Fiscal Year 2012-2013 Capital Improvement Program Update

The **City Council** will consider for receipt and filing, and provide appropriate direction as deemed necessary with respect to, an update on the 2012-2013 fiscal year Capital Improvement Program.

10. Surplus Vehicles

The **City Council** will consider declaring Vehicle Fleet Unit Numbers 218, 222, 239, 241 and 545 as surplus and authorizing staff to sell said vehicles at public auction.

11. A Resolution of the City Council of the City of Commerce, California, Approving Reimbursement Agreement With the National Forest Association and Request to Obtain Proposals For Timber Contractor to Trim Trees at Camp Commerce

The **City Council** will consider for approval and adoption a proposed Resolution approving a reimbursement agreement with the National Forest Association. Further, the **City Council** will consider authorizing staff to seek proposals for a licensed timber contractor to trim trees at Camp Commerce, in accordance with standards provided by the National Forest Association.

12. A Resolution of the City Council of the City of Commerce, California, Approving the Execution of Cash Contract No. 1206 – Phase II – Painting Transportation Service Center Garage and Maintenance Area with C.T. Georgiou Painting Company of Wilmington, California

The **City Council** will consider for approval and adoption a proposed Resolution approving the execution of Cash Contract No. 1206 – Phase II – Painting of Transportation Service Center Garage and Maintenance Area with C.T. Georgiou Painting Company, of Wilmington, California.

13. A Resolution of the City Council of the City of Commerce, California, Approving the Exchange of Proposition A Funds With the City of West Covina and Approving the Fund Trade Agreement Therefor

The **City Council** will consider for approval and adoption a proposed Resolution approving the exchange of Proposition A Funds with the City of West Covina, exchanging \$750,000 of the City's General Funds for \$1,000,000 of West Covina's Prop A Funds for fiscal year 2012-2013, and authorizing the Mayor and City Clerk to execute the Fund Trade Agreement therefor.

Prop A Funds in the County of Los Angeles are restricted for transit purposes only. By exchanging unrestricted General Fund dollars for other cities' Prop A Funds, the City is able to minimize the amount of subsidy the General Fund must provide to the City's Transit Fund.

14. A Resolution of the Successor Agency to the Commerce Community Development Commission Approving An Agreement with Block Environmental for Well Abandonment Services at the Property Located at 6300 East Washington Boulevard, Commerce, California

On March 18, 2008, the Commission and Costco entered into a Disposition and Development Agreement ("DDA") for the development of the property located at 6333 E. Washington Boulevard and the possible future development of the Satellite Parcel located at 6300 E. Washington Boulevard. The parties agreed that the Commission would continue its remediation efforts and that, when completed, Costco would be provided notice and have a certain amount of time to exercise the option to purchase the Satellite Parcel for \$1,000,000.

On July 2, 2012, the Los Angeles Regional Water Quality Control Board ("Water Board") provided the Successor Agency with a No-Further Action Letter which concludes that the corrective actions required at the Satellite Parcel have been properly performed. The Water Board has advised that

if the Satellite Parcel has groundwater wells or vapor extraction wells, the Successor Agency must take action to abandon the wells and that a report on the abandonment must be submitted to the Water Board by October 15, 2012.

The **Successor Agency** will consider for approval and adoption a proposed Resolution approving an agreement with Block Environmental for well abandonment services at the property located at 6300 E. Washington Boulevard, Commerce, California.

PUBLIC HEARINGS None.

SCHEDULED MATTERS

15. Report – Recreational Vehicle Parking

The **City Council** will consider for receipt and filing, and provide appropriate direction as deemed necessary with respect to, recreational vehicle parking on City streets.

16. Commission Appointment

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

ORDINANCES AND RESOLUTIONS – None.

CIP PROGRESS REPORT – See Consent Calendar

I-710 LOCAL ADVISORY COMMITTEE UPDATE – None.

RECESS TO CLOSED SESSION – None.

ADJOURNMENT

Adjourn in memory of Carmen Rivera Luna, wife of former City employee Marcos Luna, to Tuesday, September 18, 2012 at 5:00 p.m. in the City Council Chambers.

<p>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.</p>



AGENDA REPORT

MEETING DATE: September 4, 2012

TO: HONORABLE CITY COUNCIL
FROM: CITY ADMINISTRATOR
SUBJECT: 2nd ANNUAL "CLEAN UP COMMERCE" COMMUNITY EVENT

RECOMMENDATION:

Receive and file.

MOTION:

Move to approve the recommendation.

BACKGROUND:

On Saturday, August 11, 2012, the Citadel Outlets sponsored the 2nd annual "Clean Up Commerce" event that brought together volunteers and local businesses to make our community sparkle. At the request of the City Council, tonight's presentation offers Council and Steve Craig of the Citadel Outlets, the opportunity to acknowledge all involved in either sponsoring or volunteering for this event.

ANALYSIS:

On Saturday, August 11, 2012, the Citadel Outlets sponsored a "Clean Up Commerce" summer event, from 6:00 a.m. to 1:00 p.m., in the beautification district that stretched through Camfield Avenue, Flotilla Street, Smithway Street, Tubeway Avenue, and Telegraph Road. Volunteers from the various Commerce groups, competitive teams and volunteer residents worked tirelessly, picking up trash, pulling weeds, scrubbing curbs and removing debris throughout the area. Several local businesses also contributed generously to the cleanup effort, as follows:

- The City of Commerce Graffiti Crew and **Bruin Paint** skillfully repainted the old Frazee Paint building and the adjacent building;
- **Cal Water** donated time and materials to adjust all water valves in the area.
- **CAM Services** donated the machines and labor for steam cleaning the curbs.
- **Columbia Sportswear** donated 195 volunteer t-shirts.
- **Larry Russell Construction** donated over 40 new brooms and shovels to be used for Clean Up Commerce
- **Nationwide Environmental Services** donated the street sweeper and labor to prep the streets for repaving.
- **Ben's Asphalt** donated over \$250,000 worth of labor, supplies, equipment for the Clean Up Commerce event, providing 4,312,000 (4.3 million) pounds of asphalt and over 20 employees and approximately 10 trucks.
- **Waste Management** provided (3) 40-yard dumpsters and 10 "Bagsters" for clean-up. The bagsters held 3,300 lbs/each!
- Over 80 gallons of paint were used to repaint curbs and the building that previously was occupied by Frazee Paint.

Other companies who donated time and resources included: **A1 Party Rental, Apelinc Landscape Service Inc., Ruby's Diner, Transtech Engineers, Twin Valet, UDM, Ultra-Signs, Waste Management, Xigent Printing, 99 Cents Only Store, and Commerce Industrial Council.** Participants enjoyed breakfast and lunch, prepared by

Ruby's Diner and the event provided an opportunity to educate teens about the impact of littering, graffiti as well as the importance of giving back to the community.

The City Council will also like to acknowledge Steve Craig of the Citadel Outlets for his generous donation of \$7,500.00 for the 75 teens from the following various volunteer groups:

- Adventure Club
- Bandini Park Teen Club
- Bristow Park Teen Club
- Commerce Boxing
- Commerce Crush 14
- Commerce Crush 16
- Commerce Swim Team
- Commerce United Soccer
- Downey Key Club
- Downey Kiwins
- Saint Marcellinus Catholic Church
- Travel Baseball
- Veterans Park Teen Club

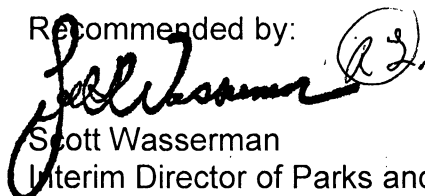
FISCAL IMPACT:

The city provided Painters and Park Maintenance Workers to assist with the "Clean Up Commerce" event. The city had a working agreement with Craig Realty, approved by City Council, to provide funding for the work completed for this event.

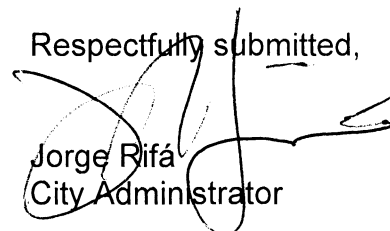
RELATIONSHIP TO STRATEGIC GOALS:

The cleanup event is associated with Council's goal of protecting and enhancing the quality of life in the City of Commerce.

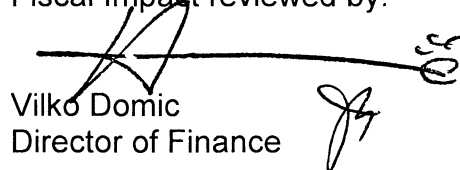
Recommended by:


Scott Wasserman
Interim Director of Parks and Recreation

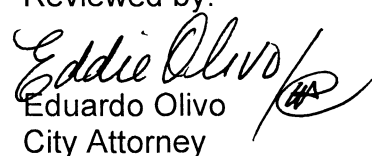
Respectfully submitted,


Jorge Rifa
City Administrator

Fiscal Impact reviewed by:


Vilko Domic
Director of Finance

Reviewed by:


Eduardo Olivo
City Attorney



AGENDA REPORT

Meeting Date: 09/04/2012

TO: HONORABLE CITY COUNCIL
FROM: CITY ADMINISTRATOR
SUBJECT: PRESENTATION – RELAY FOR LIFE

RECOMMENDATION:

Receive the Presentation and participate in photo session.

MOTION:

Approve the recommendation.

BACKGROUND:

The American Cancer Society would like to thank the City Council for their generous support by hosting the first Relay for Life event in the City of Commerce. This overnight event was held August 3-4, 2012 at Veterans Memorial Park. A slide show featuring highlights of the event will be presented.

ANALYSIS:

This event "Relay for Life" raises awareness of cancer in the community and raises funds to fight cancer. At Relay for Life, teams of friends, neighbors, families and coworkers commit to keeping at least one member walking the track for a period of 24 hours.

FISCAL IMPACT:

This item can be completed without any fiscal impact.

RELATIONSHIP TO STRATEGIC GOALS:

This agenda item relates to Strategic Goal #2: Protect and enhance the quality of life in the City of Commerce.

Recommended by:

Scott Wasserman
Interim Director of Parks & Recreation

Respectfully Submitted,

Jorge Rifa
City Administrator

Fiscal Impact reviewed by:

Vilko Domic
Director of Finance

Approved as to Form:

Eduardo Olivo
City Attorney



AGENDA REPORT

DATE: September 4, 2012

TO: HONORABLE CITY COUNCIL
FROM: CITY ADMINISTRATOR
SUBJECT: A PROCLAMATION DESIGNATING THE WEEK OF SEPTEMBER 9-15, 2012 AS "SUICIDE PREVENTION WEEK"

RECOMMENDATION:

Approve a Proclamation to proclaim the week of September 9-15, 2012 as "Suicide Prevention Week" in the City of commerce.

MOTION:

Approve the recommendation.

BACKGROUND:

The Commerce community values the prevention of suicide. It is crucial to provide the youth of our community with information on available resources related to this issue.

As part of the YES Program, Social Services staff coordinated a training/presentation session for the YES workers on "Suicide Prevention." The training was conducted by Gina Found from the Suicide Prevention Center at Didi Hirsch Mental Health Services. During the presentation, Ms. Found explained to the youth what suicide is, the leading causes, and the resources that are available to prevent someone from committing suicide.

Suicide Prevention Week is recognizes internationally and is supported by the World Health Organization. At tonight's meeting, Ms. Found will make a short presentation about the resources that are available at the Didi Hirsch Mental Health Services.

ANALYSIS:

The Suicide Prevention Center at Didi Hirsch Mental Health Services would like the City of Commerce to support them with suicide prevention efforts by proclaiming the week of September 9-15, 2012 as "Suicide Prevention Week" in the City of Commerce. During that week, the City's Library Services Department will set up a display table with information on suicide prevention and available resources. City staff will coordinate a training session for parents and adults to educate them on suicide, signs to look for in a person who might commit suicide, and available resources.

The City Council has great concern over the welfare of its residents, including the youth. The City Council will consider proclaiming the week of September 9-15, 2012 as "Suicide Prevention Week."

FISCAL IMPACT:

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

RELATIONSHIP TO 2009 STRATEGIC GOALS:

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

Recommended by:




Loretta Gutierrez
Interim Director of Safety and Community Services

Respectfully submitted,



Jorge J. Rifa
City Administrator

Reviewed by:



Vilko Domic
Director of Finance

Approved As To Form:



Eduardo Olivo
City Attorney

**A Proclamation of the City Council
of the
City of Commerce
Designating the Week of September 9-15, 2012
as
SUICIDE PREVENTION WEEK**

WHEREAS, suicide is the 10th leading cause of all deaths in the United States and the 3rd leading cause of death among individuals between the ages of 15 to 24; and

WHEREAS, in the United States, one person completes suicide every 14.2 minutes; and

WHEREAS, it is estimated that 4.73 million people in the United States are survivors of suicide (those who have lost a loved one to suicide); and

WHEREAS, 50.8% of people who die by suicide use a firearm, and guns stored in the house are used for suicide 40 times more often than for self-protection; and

WHEREAS, an increase in the overall suicide rate in our country was seen in 2009, representing a change in the recent pattern of stability or slight declines, and the suicide rate for those 15-24 years old has more than doubled since the mid-1950s; and

WHEREAS, the stigma associated with mental illness and suicidality works against suicide prevention by discouraging persons at risk for suicide from seeking life-saving help, and further traumatizes survivors of suicide; and

WHEREAS, the City of Commerce recognizes the importance of educating its residents about suicide prevention and available resources; and

WHEREAS, the City of Commerce appreciates the suicide prevention efforts including resources by the Suicide Prevention Center at the Didi Hirsch Mental Health Services; and

WHEREAS, the week of September 9-15, 2012 will be proclaimed as Suicide Prevention Week internationally and supported by the World Health Organization;

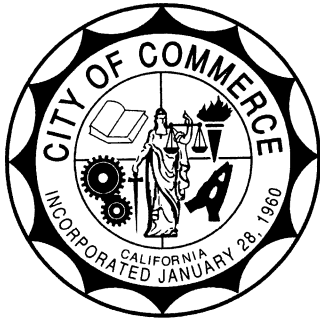
THEREFORE BE IT RESOLVED that the City of Council of the City of Commerce, hereby proclaims September 9-15, 2012 as Suicide Prevention Week in the City of Commerce.

PASSED AND ADOPTED this 4th day of September 2012.

Lilia R. Leon, Mayor

ATTEST:

Linda Kay Olivieri, CMC/MMC



AGENDA REPORT

Meeting Date: 09/04/2012

TO: Honorable Successor Agency
FROM: Executive Director
SUBJECT: Use of Successor Agency-owned Real Properties by Craig Realty Group, et al./Citadel LLC for Special and Holiday Event Parking

RECOMMENDATION:

Approve the use of Successor Agency-owned [formerly Commerce Community Development Commission-owned] real properties located at 5801, 5819 and 5823 Telegraph Road; 2309, 2320 and 2366 Travers Avenue and 2240 Gaspar Avenue for customer and/or employee parking purposes for The Citadel's special and holiday events on various weekends from October 6, 2012, through Monday, December 31, 2012, inclusive, and on Thursday, November 22, 2012, and Friday, November 23, 2012, on a no-cost basis, with Craig Realty Group, et al./Citadel, LLC, to provide the requisite evidence of insurance for the use of said properties.

MOTION:

Move to approve the recommendation.

BACKGROUND:

Craig Realty Group, et al./Citadel LLC, owner of The Citadel Outlets & Office Park, holds various special and holiday events at The Citadel during the last three months of each year. These events include the Shopping Extravaganza, Moonlight Madness and Tree Lighting as well as their holiday shopping weekends.

ANALYSIS:

Craig Realty Group, et al./Citadel LLC is requesting the use of Successor Agency-owned [former Commission-owned] real property located at 5801, 5819 and 5823 Telegraph Road; 2309, 2320 and 2366 Travers Avenue and 2240 Gaspar Avenue for customer and/or employee parking purposes for its special and holiday events. These events will be held on weekends from October 6, 2012, through Monday, December 31, 2012, inclusive, and on Thursday, November 22, 2012, and Friday, November 23, 2012.

Craig Realty Group, et al./Citadel LLC will provide the requisite insurance coverage for the use of these properties.

For the past several years, the former Commission has permitted the use of some, or all, of its properties in the vicinity of The Citadel to be used for parking purposes for these special and holiday events on a no-cost basis.

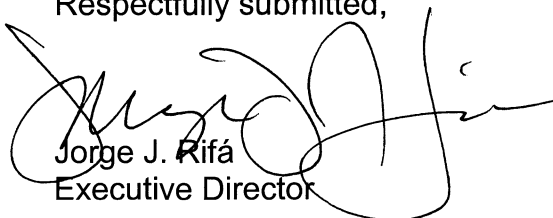
FISCAL IMPACT:

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

RELATIONSHIP TO 2009 STRATEGIC GOALS:

This item is not specifically related to any of the 2009 Strategic Goals.

Respectfully submitted,



Jorge J. Rifa
Executive Director

Recommended by:



Linda Kay Olivieri
Agency Secretary

Reviewed as to form:



Eduardo Olivo
Agency Counsel

Fiscal impact reviewed by:



Vilko Domic
Director of Finance



AGENDA REPORT

MEETING DATE: September 4, 2012

TO: HONORABLE CITY COUNCIL
FROM: CITY ADMINISTRATOR
SUBJECT: APPROVE PLANS AND SPECIFICATIONS FOR CASH CONTRACT NO. 1202 CONSTRUCTION OF A NEW EMERGENCY OPERATIONS CENTER FOR THE CITY OF COMMERCE

RECOMMENDATION:

That the City Council:

1. Authorize the City Administrator to approve the final project Plans and Specifications for the Construction of a new Emergency Operations Center for the City of Commerce, as prepared by WLC Architects, Inc., when they are ready, and advertise for sealed bids.

MOTION:

Move to approve the recommendation.

BACKGROUND:

The Federal Government recognizes the need to provide agencies with the necessary equipment to manage and respond to emergencies and disasters in an effective manner. Grand funds were made available to agencies to use towards upgrading existing Emergency Operations Centers (EOC) or construct new ones. City staff has felt that the existing EOC is not adequate to serve its purpose for managing emergency incidents.

At its meeting of January 5, 2010, the City Council authorized staff to pursue Emergency Operation Center funding offered by the U.S. Department of Homeland Security.

On August 17, 2010, the City Council approved a Resolution to authorize the submittal of an application for the Fiscal Year 2010 EOC Grant funds in the amount of \$1,000,000 and designating agents authorized to prepare and execute any documents under the California Emergency Management Agency (Cal-EMA) Subgrant Program.

On October 10, 2011, the City received a letter from Cal-EMA, stating that the City's application for grant funds was approved in the amount of \$1,000,000.

On December 6, 2011, the City Council approved the Request for Proposals for design and engineering services for a new EOC, under Grant No. 2010-0016, Cal-EMA #037-14974.

On March 6, 2012, the City Council awarded a Professional Services Agreement to WLC Architects, Inc., for architectural and engineering services for the new Commerce Emergency Operations Center.

On May 15, 2012, the City Council received and filed a report and presentation on the final design of the new Emergency Operations Center. The design meets the grant guidelines and does not impact the existing fields used for recreational activities between City Hall and Rosewood Community Center.

On June 19, 2012, as part of the Fiscal Year 2012/13 Capital Improvement Program, the City Council appropriated \$1,333,333 for the design and construction of a new Emergency Operations Center.

ANALYSIS:

At this time, the project Plans and Specifications nearly completed. Since time is of the essence and in order to meet the grant deadline and timetable, staff is requesting that the City Council authorize the City Administrator to approve the final project Plans and Specifications, when they are ready, and advertise for sealed bids. The Plans and Specifications are scheduled to be completed by September 10, 2012. The project consists of building and furnishing a standalone Emergency Operations Center for the City of Commerce to be used during an emergency/disaster event.

The selected contractor will be responsible for delivering a turn-key system that meets all City needs, as well as meet all grant guidelines and Federal, State and local regulations for essential buildings.

FISCAL IMPACT

This activity can be carried out at this time without additional impact on the current operating budget, as funding for this activity has been approved and included in the FY 2012/13 Capital Improvement Project Budget. As part of CIP budget, the City Council approved a project funding level of \$1,333,333 for design and construction, as follows:

Design & Engineering Services	\$ 155,550 (existing agreement with WLC Architects Inc.)
Design Contingency	\$ 23,333
Inspection Services	\$ 50,000
Construction	\$ 734,397
Construction Contingency	\$ 36,720
In-kind Contributions (City Match)	\$ 333,333
Total Funding	\$1,333,333

The cost of the proposed improvements is estimated at \$1,333,333, which will be covered by the project budget indicated above. No City funds have been appropriated for this project.

RELATIONSHIP TO 2009 STRATEGIC GOALS:

The issue before the Council is applicable to the following Council's strategic goal: *"Protect and Enhance Quality of Life in the City of Commerce."* Although, there are no specific objectives connected to this issue, the City is responsible for the maintenance and care of city-owned buildings.


Recommended by:


Loretta Gutierrez
Interim Director of Safety & Community Services


Respectfully submitted:


Jorge Rifa
City Administrator

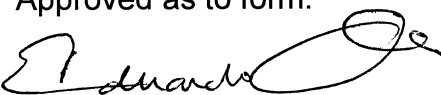
Recommended and prepared by:


Danilo Batson
Assistant Director of Public Services

Fiscal impact reviewed by:


Vilko Domic
Director of Finance

Approved as to form:


Eduardo Olivo
City Attorney



AGENDA REPORT

Meeting Date: 09/04/2012

TO: Honorable Successor Agency to the Commerce Community Development Commission

FROM: Executive Director

SUBJECT: Denial of Additional Claim For Damages – Mayans Development, Inc./Los Jardines, LLC

RECOMMENDATION:

Deny the additional claim for damages as recommended by the Agency Counsel.

MOTION:

Move to approve the recommendation.

BACKGROUND:

On or about January 31, 2012, Mayans Development, Inc. and Los Jardines, LLC, by and through their legal counsel, Best Best & Kreiger, LLP, filed a claim against the former Commerce Community Development Commission arising out of claimants having been notified on October 21, 2011, by the California Department of Toxic Substances Control (“DTSC”) that, following soil and gas sampling conducted at the property located at 1350, 1362 and 1368 South Eastern Avenue, Commerce (the “Site”), it had discovered environmental contamination in said sampling and ordered the remediation of said contamination or it would pursue an enforcement action.

Pursuant to Section 208.5 of the January 20, 2004, Owner Participation Agreement (“OPA”) by and between the City and Mayans relating to the Los Jardines project, claimants are attempting to tender to the former Commission the defense of any enforcement proceeding that may be brought by the DTSC. Claimants alleged that said contaminants existed on the Site prior to the transfer of ownership thereof from the former Commission to claimants and, as a result of the DTSC’s investigation at the Site, they have incurred experts’ and attorneys’ fees.

Claimants further alleged that they have requested the former Commission to remediate said contamination but the former Commission as of yet has failed to comply. It is also alleged that damages and fees will increase should the former Commission refuse to defend and indemnify claimants.

The Successor Agency denied the claim at its regular meeting of April 3, 2012.

ANALYSIS:

On or about August 2, 2012, Mayans Development, Inc. and Los Jardines, LLC, by and through their legal counsel, Best Best & Kreiger, LLP, filed an additional claim for damages against the Successor Agency arising out of an alleged rescission and breach of the subject OPA and the amendments thereto, alleging that the former Commission has not complied with their request that it remediate any hazardous materials on the subject Site and otherwise work with the DTSC for compliance with respect thereto.

Claimants allege that they have incurred damages and the potential liability, experts' and attorneys' fees will increase if the former Commission refuses to defend and indemnify them.

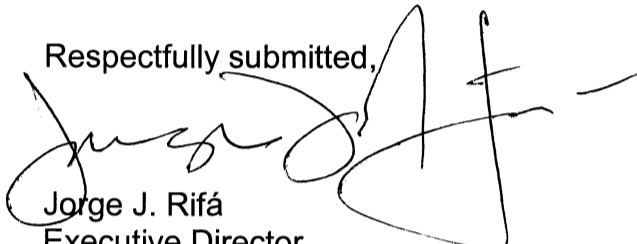
Claimants further allege that, pursuant to the terms of the OPA, they are entitled to reasonable attorney's fees and legal expenses, in addition to damages, due to the City's failure to indemnify the claimants and acknowledge rescission of the OPA.

After initial review and investigation of the allegations made by claimants, Agency Counsel has recommended that the additional claim for damages be denied.

FISCAL IMPACT:

At the present time, this item can be carried out without additional impact on the current operating budget. Should claimants proceed with a legal action against the former Commerce Community Development Commission, additional legal costs could be incurred in an undetermined amount.

Respectfully submitted,



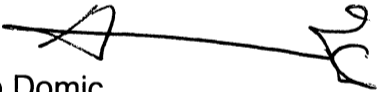
Jorge J. Rifá
Executive Director

Prepared by:




Linda Kay Olivieri
Agency Secretary

Fiscal impact reviewed by:



Vilko Domic
Director of Finance

Reviewed as to form:



Eduardo Olivo
Agency Counsel



BEST BEST & KRIEGER
ATTORNEYS AT LAW

18101 Von Karman Avenue, Suite 1000, Irvine, CA 92612
Phone: (949) 263-2600 | Fax: (949) 260-0972 | www.bbklaw.com

RECEIVED
AUG 2
2012 JUL 30 AM 11:31
CITY OF COMMERCE
CITY CLERK

Sacramento
(916) 325-4000
San Diego
(619) 525-1300
Walnut Creek
(925) 977-3300
Washington, DC
(202) 785-0600

Indian Wells
(760) 568-2611
Los Angeles
(213) 617-8100
Ontario
(909) 989-8584
Riverside
(951) 686-1450

Jeffrey V. Dunn
(949) 263-2616
jeffrey.dunn@bbklaw.com

July 30, 2012

City Clerk and Members of the City Council
City of Commerce
2535 Commerce Way
Commerce, California 90040

Eddie Olivo
City Attorney
City of Commerce
2535 Commerce Way
Commerce, California 90040

Jorge Rifa
City Administrator
City of Commerce
2535 Commerce Way
Commerce, California 90040

Re: Los Jardines, LLC - City of Commerce, Successor Agency to the
Commerce Community Development Commission
File No. 06445.003

Dear Sirs/Madams:

ADDITIONAL CLAIM FOR DAMAGES

This Additional Claim for Damages is submitted on behalf of Los Jardines, LLC (“Los Jardines”) and Mayans Development (“Mayans”) against the City of Commerce, Successor Agency to the Commerce Community Development Commission (“City”) arising out of the rescission and breach of the (“OPA”) and amendments thereto. As a result of the City’s breach of the OPA and amendments thereto, Mayans and Los Jardines has been damaged in an amount no less than \$698,480, and they are also entitled to recover attorney's fees and legal expenses.

FACTUAL BASIS OF THE CLAIM

As you are aware in the previous Claim for Damages dated January 31, 2012, in September 2011, the California Department of Toxic Substances Control (“DTSC”) conducted soil and gas sampling at the property located at 1350, 1362 and 1368 South Eastern Avenue in the City of Commerce (“Site”), where Los Jardines is in the process of developing residential housing pursuant to the January 20, 2004 Owner Participation Agreement (“OPA”). On October 21, 2011, DTSC advised Mayans Development and Los Jardines that DTSC had discovered environmental contamination in its soil and gas sampling, and that the contamination at the Site must be remediated, or DTSC would pursue an enforcement action. While DTSC has not yet initiated an enforcement proceeding, we anticipate that it will do so soon.



BEST BEST & KRIEGER
ATTORNEYS AT LAW

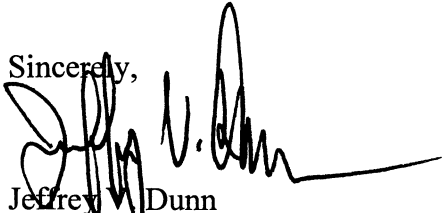
City Clerk and Members of the City Council
July 30, 2012
Page 2

On January 31, 2012, Los Jardines and Mayans submitted their written claim for damages pursuant to Government Code Section 905 *et seq.* As indicated in the previous correspondence, as a result of DTSC's investigation at the Site, and the threat of an enforcement action and potential liability, Mayans and Los Jardines have incurred experts' and attorneys' fees. Mayans and Los Jardines requested that the Commission remediate any hazardous materials on the Site and otherwise work with DTSC for compliance, and the Commission has not yet complied with that request. Los Jardines and Mayans have therefore incurred damages, and the potential liability, experts' and attorneys' fees will increase if the Commission refuses to defend and indemnify them. The amount claimed in the previous notice dated January 31, 2012 was and is in excess of \$10,000, and any lawsuit between these parties will exceed the jurisdictional minimum of the Superior Court.

Pursuant to the terms of the OPA, in addition to the damages they will suffer based upon the City's breach or rescission of the OPA, Los Jardines and Mayans are entitled to recover their reasonable attorney's fees and legal expenses because of the City's failure to indemnify and acknowledge rescission of the OPA. Accordingly, based upon the City's breach of the OPA and the failure to acknowledge the rescission, Los Jardines and Mayans are entitled to recover at least \$698,480 from the City plus reasonable attorney's fees and legal expenses. Attached as Exhibit "A" hereto is an itemization of certain costs incurred by Los Jardines and Mayans arising out of the rescinded OPA through May, 2012. Please be advised that damages and monetary claims are increasing and will increase until the City acknowledges the rescission.

All notices regarding this claim may be sent to my attention at the above address. Please let me know the Commission's decision regarding its decision on this additional claim within 45 days pursuant to Government Code Section 912.4.

Please contact the undersigned if you have any questions or need additional information in support of this claim.

Sincerely,

Jeffrey W. Dunn
of BEST BEST & KRIEGER LLP

Enclosure

cc: Ismael Mayans
Mark Lobb

27323.00000\7531100.1

EXHIBIT "A"

EASTERN AVENUE – COSTS
 Sept.2004 – May 2012

Land:		
Initial Site Acquisition	9/21/2004	604,500
Per Unit (40 units)		<u>15,113</u>
Cost for eastern Site (16 units)		241,800
Interest Expense		142,703
Property Taxes		62,395
Insurance		8,000
Site Clean Up and Maintenance		12,000
Professional Fees: Legal		22,650
Professional Fees: Environmental		2,780
Plans, Designs, Engineering		44,500
Entitlement Fees		8,152
Overhead		153,500
Includes: City Meetings, County Meetings, Caltrans Meetings, Proposals, Proformas, Administrative, Accounting, DTSC Meetings, Fire Department Meetings, Meeting Prep., Correspondence, Analysis, Accounting, Travel		
Total Costs		<u>698,480</u>



AGENDA REPORT

MEETING DATE: September 4, 2012

TO: HONORABLE CITY COUNCIL
 FROM: CITY ADMINISTRATOR
 SUBJECT: FISCAL YEAR 2012/13 CAPITAL IMPROVEMENT PROGRAM UPDATE

RECOMMENDATION:

Receive and file report.

MOTION:

Move to approve recommendation.

BACKGROUND/ANALYSIS:

On June 19, 2012, the City Council approved the Fiscal Year 2012/13 Capital Improvement Program Budget. The approved budget includes 4 transportation-related projects and 18 general fund related projects as shown on Table 1 & Table 2.

TABLE 1 – TRANSPORTATION & SPECIAL PROJECT FUNDS APPROVED PROJECTS

Project Consultant (Mobility Advancement)	\$ 45,000
Commerce MetroLink Station Improvement	\$ 250,000
Replace Bus Washer	\$ 317,467
Telegraph Road Street Improvement (MTA Measure R)	\$2,004,000
TOTAL	\$2,616,467

TABLE 2 – GENERAL FUNDS & OTHER SOURCES APPROVED PROJECTS

Street Reconstruction (Rosini Residential)	\$ 2,000,000
Street Reconstruction (Bristow Residential / East of I-710 FWY)	\$ 805,000
Safe Route to School (Cycle 7)	\$ 57,210
Railroad Crossing Improvements (HSIP Cycle 4 Grant)	\$ 56,000
Resident Card System and Services Tracking Program	\$ 113,000
Camp Commerce Water Line Improvements	\$ 130,000
Camp Commerce Driveway Improvements	\$ 40,000
Geotechnical Analysis Camp Commerce Snow Drop	\$ 30,000
Supplemental Filtration and Replastering (Small Pool)	\$ 150,000
Emergency System Upgrade	\$ 30,000
Emergency Dispenser/Fuel Line	\$ 65,000
City Hall Security/Electronic Card System	\$ 100,000
Teen Center Improvements	\$ 100,000
Municipal Code Update	\$ 45,000
Greenwood Library Improvements	\$ 28,300
Construction Management Services (Swinerton)	\$ 146,827
Engineering Services (Transtech)	\$ 63,000
Project Consultant (Tierra West)	\$ 87,000
TOTAL	\$4,046,969

Today's agenda includes City Council action on the proposed New Emergency Operations Center, which has a budget of \$1,333,333 (Grant - \$1,000,000, City in-kind contribution match - \$333,333).

Staff continues to work diligently on the implementation of this year's Capital Improvement Program. Attached is a spreadsheet with updates on all projects.

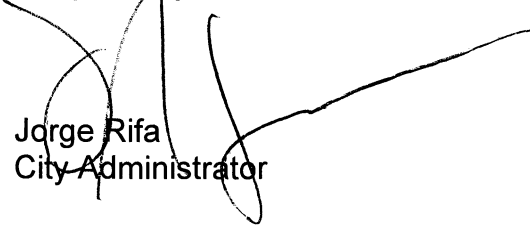
FISCAL IMPACT:

The proposed activities can be carried out at this time without additional impact on the current operating budget, as funding for this activity has been approved and included in the FY 2012/13 Capital Improvement Program Budget.

RELATIONSHIP TO 2009 STRATEGIC GOALS:

The issue before the Council is applicable to the following Council's strategic goal: *"Make Financial and Economically Sound Decisions Consistent with Economic Conditions."* Although, there are no specific objectives connected to this issue, the City is responsible for the upkeep of the City's infrastructure and establishing the annual Capital Improvement Project Budget.

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

File: 2012 City Council Agenda Reports
FY 2012/13 Capital Improvement Program – Agenda Reports

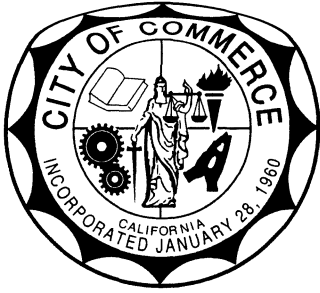
FY 2012/13 TRANSPORTATION & SPECIAL PROJECT FUNDS PROJECTS

PROJECT NAME	BUDGET	STATUS
PROJECT CONSULTANT (MOBILITY ADVANCEMENT)	\$ 45,000	Mobility Advancement is providing consultation services and assistance to Transportation on various grants and transit related projects.
COMMERCE METROLINK STATION IMPROVEMENT	\$ 250,000	City is awaiting FTA approval and funding for this project, which is not scheduled until October 2012, as part of their Fiscal Year.
REPLACE BUS WASHER	\$ 317,467	Approval of Request for Proposal is scheduled for City Council consideration at 8/21/12. Bids/proposals are due 9/27/12.
TELEGRAPH ROAD STREET IMPROVEMENT (MTA MEASURE R)	\$ 2,004,000	City Council approved contract with JPA I-5 Consortium on 8/6/12.
PAINT TRANSPORTATION DEPARTMENT BUILDING	\$ 90,000	PHASE I - PAINTING OF INTERIOR OFFICES AND BUILDING EXTERIOR COMPLETED, CITY COUNCIL ACCEPTED WORK ON 8/6/12. City Council to award PHASE II - Painting of Garage Interior on 9/4/12.
BUS STOPS -- CITYWIDE	\$ 500,000	Work scheduled to begin on 8/27/12.
REPLACE HEAVY VEHICLE LIFT (TRANSPORTATION)	\$ 120,000	IMPROVEMENTS COMPLETED.
	\$ 3,326,467	

TIER I - FY 2010/11 CIP APPROVED AND FUNDED PROJECTS (TRANSPORTATION & SPECIAL PROJECTS)

PROJECT NAME	BUDGET	STATUS
STREET RECONSTRUCTION (ROSINI RESIDENTIAL)	\$ 2,000,000	Selaed bids due on 8/30/12 at 3pm.
STREET RECONSTRUCTION (BRISTOW RESIDENTIAL)	\$ 805,000	Engineer is finalizing Plans and Specifications and incorporating staff comments. PS&E are scheduled for approval in September 2012.
SAFE ROUTE TO SCHOOL (CYCLE 7)	\$ 57,210	City Council awarded a contract to Transtech Engineers for inspection services on July 3, 2012. Staff is scheduling a meeting with Caltrans due to the closure of Laguna Nueva and the proposed improvements at this site.
RAILROAD CROSSING IMPROVEMENTS (HSIP CYCLE 4 GRANT)	\$ 56,000	Awaiting MOU Agreement with Caltrans.
RESIDENT CARD SYSTEM AND SERVICES TRACKING PROGRAM	\$ 113,000	IT is on standby until Parks & Recreation replaces all the resident's old ID cards with the updated version that will work with our tracking software. Parks and Recreation indicated that they were on schedule to complete the change-over by November 2012.
CAMP COMMERCE WATER LINE IMPROVEMENTS	\$ 130,000	Staff and the Engineer met with the water district at Camp, they provided additional information for the water line project. On 8/6/12, the City Council approved the 1st Amendment to the agreement with the engineer to include the snow drop evaluation and the improvements to the driveway and entrance block wall.
CAMP COMMERCE DRIVEWAY IMPROVEMENTS	\$ 40,000	
GEOTECHNICAL ANALYSIS CAMP COMMERCE SNOW DROP	\$ 30,000	
SUPPLEMENTAL FILTRATION AND REPLASTERING (SMALL POOL)	\$ 150,000	Four proposals received on 8/20/12 at 3pm. They are under review by staff.

EMERGENCY SYSTEM UPGRADE	\$ 30,000	Staff will begin work on this project in October 2012.
EMERGENCY DISPENSER/FUEL LINE	\$ 65,000	Staff will begin work on this project in October 2012.
CITY HALL SECURITY/ELECTRONIC CARD SYSTEM	\$ 100,000	Staff will begin work on this project in November 2012.
TEEN CENTER IMPROVEMENTS	\$ 100,000	Staff is currently working on project scope. Staff has obtained and is reviewing proposals for certain improvements.
MUNICIPAL CODE UPDATE	\$ 45,000	Staff is currently working on this project.
GREENWOOD LIBRARY IMPROVEMENTS	\$ 28,300	Staff is currently working on project RFQ.
CONSTRUCTION MANAGEMENT SERVICES (SWINERTON)	\$ 146,827	Swinerton is providing construction management and support on various capital improvement projects.
ENGINEERING SERVICES (TRANSTECH)	\$ 63,000	Transtech is providing engineering services and support services to the City both on a daily basis and on capital improvement projects.
PROJECT CONSULTANT (TIERRA WEST)	\$ 87,000	Tierra West is providing consultation and support services to Community Development on various projects.
WASHINGTON BLVD MAJOR IMPROVEMENT	\$ 32,000,000	City Council awarded the design and engineering agreement to RBF Consulting on June 19, 2012. Staff has met twice to discuss project parameters, utility notification, roadway geometry and overall design.
RENOVATION OF THE CENTRAL LIBRARY	\$ 7,100,000	Architect continues to revised Plans & Specifications as required by new codes and scope of work.
EMERGENCY OPERATION CENTER CONSTRUCTION (EOC GRANT)	\$ 1,333,333	Council on 9/4/12 approved advertising for bids once project plans & specifications are completed on 9/10/12.
MUNICIPAL CODE UPDATE	\$ 45,000	The current Municipal Code is now available online at the City Website. Staff is currently working on text revisions to the Municipal Code.
ENERGY EFFICIENT UPGRADES/LIGHTING RETROFIT	\$ 111,988	IMPROVEMENTS COMPLETED, CITY COUNCIL ACCEPTED WORK ON 7/17/12.



AGENDA REPORT

Meeting Date: September 4, 2012

TO: Honorable City Council
FROM: City Administrator
SUBJECT: SURPLUS VEHICLES

Unit	Year	Make	Description	License Number	VIN Number
218	1996	FORD	E350 SUPER VAN 15 PASS.	E041851	1FDJE30GXTHA17748
222	1990	FORD	15 PASS CLUB WAGON	E331303	1FBJS1G6LHB75357
239	N/A	OLATHE	SWEEPER MODEL #48HL	N/A	480653
241	1996	FORD	F150	E037850	1FTEF15Y6TLA55094
545	1999	FORD	CROWN VICTORIA POLICE	E053990	2FAFP71W3XX128851

RECOMMENDATION:

Declare the vehicles surplus and authorize staff to sell them at a public auction.

MOTION:

Move to approve recommendation.

BACKGROUND:

This equipment is in extremely poor condition and is no longer cost effective to maintain. The auction value of units 218, 222, 239, 241 and 545 is minimal.

Unit 218 (Camp Commerce Van) shall be replaced by Unit 370 (Medi-Van). Once the new Medi-van arrives, Unit #370 shall be reassigned to Camp Commerce. Unit 545 has been replaced by unit 553.

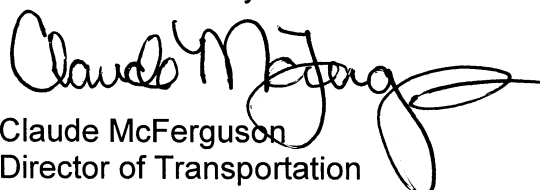
FISCAL IMPACT:

This activity can be carried out without additional impact on the current operating budget. All funds received from the sale of the surplus vehicles will be forwarded to Finance for further processing.

STRATEGIC GOALS:

The proposed recommendation relates to City Council's 2009 Strategic Goal: "Make Financial and Economically Sound Decisions Consistent with Economic Conditions". The surplus vehicles noted above have reached their service life and are no longer cost effective to maintain.

Recommended by:


Claude McFerguson
Director of Transportation

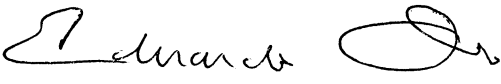
Respectfully submitted,


Jorge Rifá
City Administrator

Budget Impact Reviewed by:


Vilko Domic
Director of Finance

Approved as to Form:


Eduardo Olivo
City Attorney



AGENDA REPORT

DATE: September 4, 2012

TO: HONORABLE CITY COUNCIL
FROM: CITY ADMINISTRATOR
SUBJECT: 1. A Resolution of the City Council of the City of Commerce, California, Approving the Reimbursement Agreement with the National Forest Association. 2. Request to obtain proposals for a timber contractor to trim trees at Camp Commerce.

RECOMMENDATION:

1. Approve the Resolution and assign the number next in order.
2. Authorize staff to seek proposals for a licensed timber contractor to trim trees at Camp Commerce, in accordance with standards provided by the National Forest Association.

MOTION:

Move to approve the recommendations.

BACKGROUND AND ANALYSIS:

Each year, a clearance letter from the San Bernardino County Fire Marshal is needed to operate Camp Commerce. This year, the Fire Marshal approved Camp Commerce for operation during the current year, but stated that the camp would need to have the trees trimmed and thinned out prior to January, 2013, before a clearance letter would be issued to operate in 2013. Although a few dead trees have been removed from Camp Commerce in recent years, the trees have not been trimmed in over 10 years.

According to the National Forest Association, the fire suppression policies of the past 100 years have led to the forest becoming unnaturally dense, to the point that it poses an enormous fire hazard and compromises the forest's ability to remain healthy and resist attacks from pests (such as the bark beetle). While a healthy forest is one that has between 50-150 mature trees per acre, most of the surrounding forest has more than 400-500 trees per acre.

There are three options to trim the trees at Camp Commerce:

1. National Forest Association's Forest Care Program- The National Forest Association is a nonprofit organization that develops new resources and partnerships to focus on conservation, education, and recreation opportunities in the national forest. The Association operates the Forest Care program, which is a \$4 million outreach effort to increase fire-resistance around homes and businesses while thinning the forest to healthy densities. Through Forest Care, property owners are reimbursed for up to \$8,100 or 75% of the cost of trimming trees and thinning the forest (whichever is less). This is the last year of the program, as funds are drying up.

Camp Commerce qualifies for the Forest Care Program because the camp property is considered densely forested, with many trees sitting less than 10 feet apart. To achieve more natural densities and reduce the fire hazard, Forest Care standards call for removing low undergrowth that can act as a ladder for flames,

preventing fire from leaping into the forest canopy. In addition, some trees that are 12 inches or less in diameter may be removed.

To participate in the Forest Care Program and be eligible for the reimbursement, the city may complete the tree thinning itself or hire a licensed timber operator to complete the trimming. If the city chooses to complete the work itself, Forest Care will reimburse the city at a fair market rate for rental costs of equipment, such as chain saws and chipper trucks. However, the city's labor will not be eligible for reimbursement.

Staff has received the attached estimate from Forest Care for \$10,800 for a licensed timber operator to trim the trees at Camp Commerce. The city would be reimbursed for approximately \$8,100, leaving the final expense around \$2,700.

It should be noted that the above estimate was provided by Forest Care and that the actual cost of having the trees trimmed will be determined by the actual timber contractor selected to perform the work. Because the expense of trimming the trees exceeds \$5,000, staff will secure 3 bid estimates before awarding a contract to complete the work.

Because the Forest Care Program employs specific criteria for tree trimming in forested areas, it is likely that the local Fire Marshal will accept the completed work as sufficient to allow Camp Commerce to operate in FY 2013-14. The Forest Care Program has provided a list of licensed timber contractors that trim trees in accordance with their standards.

The tree trimming performed in accordance with Forest Care standards will include the following:

- All low hanging branches will be trimmed or removed;
 - Small trees will be removed to give larger trees room to grow;
 - Where tree density is heaviest, the forester will leave trees in a zigzag pattern to maintain a pleasant appearance;
 - Trees will be left to maintain the a diversity of species;
 - All cut trees and trimmed branches will be removed from the property.
2. The second option to complete the tree trimming is to do so with city staff, using reimbursement funds from the Forest Care Program. With this alternative, the city would only be reimbursed for the use of equipment and would not receive any reimbursement for personnel costs. In addition, there is no guarantee that the Fire Marshal would accept the completed work, since it would not be completed using the standards employed by the Forest Care Program.
 3. The third option to complete the tree trimming is to hire a licensed timber contractor without accepting reimbursement funds from the Forest Care Program. With this alternative, the city would be responsible for 100% of the cost. In addition, we would need to ensure that the contractor trims enough of the trees to satisfy the Fire Marshal. It is uncertain if the Fire Marshal would accept the completed work by a local contractor, if it is not done in accordance with the standards employed by the Forest Care Program.

FISCAL IMPACT:

If the city accepts reimbursement funds from the Forest Care Program (approximately \$8,100.00 or 75% of the total project cost, whichever is less) and uses a licensed timber contractor to complete the work, the Fiscal Impact will be approximately \$2,700.00. The current budget contains sufficient funds for this expenditure and an additional budget allocation will not be necessary.

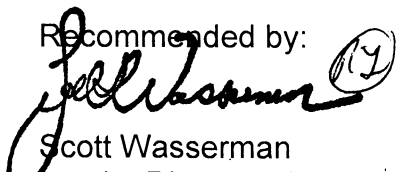
If Council elects to complete the tree trimming using funds from the Forest Care Program and completing the work using city forces, the exact cost is unknown, although it will exceed \$2,700.00 since personnel expenses do not qualify for reimbursement. If Council elects to use city forces to complete the work, the city will only be reimbursed for the cost of equipment.

If Council elects to complete the tree trimming without the use of reimbursement funds from the Forest Care Program, the cost will be approximately \$10,800.00 and a new budget allocation will be required to complete the work.

RELATIONSHIP TO STRATEGIC GOALS:

This agenda item relates to Strategic Goals 2 and 3: Protecting and enhancing the quality of life in the city of Commerce and making financially and economically sound decisions that are consistent with economic conditions. Camp Commerce is enjoyed by many residents throughout the year it makes sense to benefit from the reimbursement from the Forest Care Program.

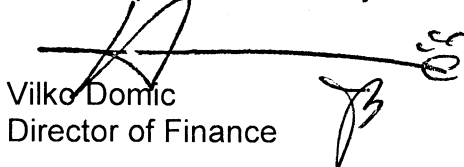
Recommended by:


Scott Wasserman
Interim Director of Parks & Recreation

Respectfully Submitted,


Jorge Rifa
City Administrator

Fiscal Impact reviewed by:


Vilko Domic
Director of Finance

Approved as to Form:


Eduardo Olivo
City Attorney

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMMERCE,
CALIFORNIA, APPROVING REIMBURSEMENT AGREEMENT WITH THE NATIONAL
FOREST ASSOCIATION

WHEREAS, each year, a clearance letter from the San Bernardino County Fire Marshal is needed to operate Camp Commerce; and

WHEREAS, this year, the Fire Marshal approved Camp Commerce for operation during the current year, but stated that the camp would be required to have the trees trimmed and thinned out prior to January 2013, before a clearance letter would be issued to operate in 2013; and

WHEREAS, the trees at Camp Commerce have not been trimmed in over 10 years; and

WHEREAS, there are three options to trim trees at Camp Commerce: (1) complete the tree trimming using a licensed timber contractor and using reimbursement funds provided by the National Forest Association's Forest Care Program; (2) complete tree trimming by using city staff and using reimbursement funds from the Forest Care Program; or (3) hire a licensed timber contractor to complete the tree trimming, without accepting reimbursement funds from the Forest Care Program, leaving the city responsible for 100% of the cost.

WHEREAS, if the City accepts reimbursement funds from the Forest Care Program, the City will need to sign a reimbursement agreement with the National Forest Association.

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

Section 1. The Agreement between the City of Commerce and the National Forest Association is hereby approved. The Mayor is authorized to sign the Agreement for and on behalf of the City.

APPROVED AND ADOPTED this _____ day of _____, 2012.

Lilia R. Leon, Mayor

ATTEST:

Linda Kay Olivieri, MMC
City Clerk

FOREST CARE PROPERTY OWNER'S AGREEMENT

BASIC PROVISIONS

The following sets forth the basic provisions of this Property Owner's Agreement. In the event of any discrepancy between the provisions set forth on this Basic Provisions page and the provisions set forth in the main body of the Property Owner's Agreement, the provisions set forth on the Basic Provisions page shall control.

a) Date of Agreement:	8/14/2012
b) Landowner -- Name and Contact Information:	Name: Camp Commerce Address: <u>PO Box 2205</u> 2535 Commerce Wy <u>Lake Arrowhead</u> 92352 Commerce, Ca 90040 Phone: <u>Jeremy Stetson</u> 323-680-0784
c) Property Location:	Address: 465 Hwy. 173 Lake Arrowhead, CA 92352 Assessor's Parcel Number: 033513301
d) Forest Care Representative -- Name and Contact Information:	Name: Robert Allen Address: PO Box 687 McCloud, CA 96057 Phone: (530) 409-7028
e) Registered Professional Forester ("RPF") -- Name and Contact Information:	Name: Pete Feller License Number: 2574 Address: PO Box 687 McCloud, CA 96057 Phone: (530) 964-9756
e) Maximum Reimbursement Amount:	$\$5,000.00$ = per Acre Cost $\$3,750.00$ = per Acre Reimbursement $\$10,800.00$ = Total Project Cost $\$8,100$ = Maximum Reimbursement
f) Submittal Deadline:	Ninety (90) days from the date of this Agreement, subject to possible extension in accordance with Section 3.
g) SBNFA Contact Information:	San Bernardino National Forest Association P.O. Box 746 Blue Jay, CA 92317 Attn: Forest Care Regional Program Coordinator Phone: (888) 883-THIN (8446)

TABLE OF CONTENTS

- 1. Maximum Available Reimbursement 1
- 2. Landowner to Cut Trees 2
- 3. Extension of Completion Deadline 2
- 4. Failure to Accomplish Removal 2
- 5. Compliance with Program Requirements 2
- 6. Landowner Payment 2
- 7. Reimbursement Request..... 2
- 8. Post-Removal Inspection 3
- 9. Further Work, If Required..... 3
- 10. Invoice Submittal Deadline..... 3
- 11. Indemnity of SBNFA / Insurance..... 3
- 12. Permits and Approvals 4
- 13. RPF 4
- 14. Notices..... 4
- 15. Good Faith 4
- 16. Applicable Law/Venue 5
- 17. Attorneys' Fees..... 5
- 18. Integrated Agreement 5
- 19. Successors and Assigns 5
- 20. Force Majeure..... 5
- 21. Severability..... 5
- 22. Counterparts..... 5
- 23. Waiver 5
- 24. Interpretation..... 5

AGREEMENT

This Agreement is made and entered into as of the date set forth in Section (a) of the Basic Provisions by and between SAN BERNARDINO NATIONAL FOREST ASSOCIATION, a California non profit corporation ("SBNFA"), and the landowner identified in Section (b) of the Basic Provisions ("Landowner").

RECITALS

This Agreement is made with reference to the following facts:

A. SBNFA is a participant in the Forest Care program (the "Program"), a joint program of the SBNFA and the California Department of Forestry and Fire Protection (CAL FIRE).

B. The Program assists property owners whose property meets Program guidelines and who are willing to remove small diameter trees from their property and to remove brushy fuel and ladder fuel (*i.e.*, removing flammable brush and de-limbing larger trees) from their property (collectively, "Removal") by reimbursing a portion of the approved costs of removal.

C. Landowner's property identified in Section (c) of the Basic Provisions has been evaluated by the CAL FIRE Representative identified in Section (e) of the Basic Provisions ("CAL FIRE Representative") and found to be suitable for participation in the Program.

D. The Landowner identified in Section (a) of the Basic Provisions is not employed by the SBNFA, CAL FIRE, or the United States Forest Service.

E. The Registered Professional Forester ("RPF"), identified in Section (e) of the Basic Provisions has prepared a Removal Plan for the trees and brush located on the Property, has appropriately marked all trees and brush located on the Property which have been found appropriate for inclusion within the Program (the "RPF Marked Trees")

F. The CAL FIRE Representative has determined the Maximum Contract Amount To Which 75% Reimbursement available to Landowner through the Program ("Maximum Allowable Contract Amount ") to be the amount set forth in Section (f) of the Basic Provisions.

OPERATIVE PROVISIONS

NOW THEREFORE, the parties hereby agree as follows:

1. **Maximum Available Reimbursement.** The maximum available reimbursement which may be received by Landowner through the Program is agreed to be seventy five percent (75%) of Maximum Allowable Contract Amount set forth in Section (f) of the Basic Provisions. Landowner acknowledges that reimbursement is available only if Removal is accomplished in accordance with the requirements of the Program, and that failure to comply with the Program requirements may be a basis for denial of reimbursement. Landowner further acknowledges that reimbursement through the Program is available only for Removal of RPF Marked Trees, and that the cost of removal or de-limbing of trees which are not RPF Marked Trees shall not be subject to reimbursement under the Program.

2. Landowner to Cut Trees. Landowner shall promptly cause all of the RPF Marked Trees to be cut and/or de-limbed, all brush described in the Removal Plan to be removed, and all detritus removed from Landowner's property ("Removal") in accordance with the Removal Plan prepared by the RPF and attached hereto as Exhibit "B". Removal may be performed either by Landowner or by a licensed tree removal contractor hired by Landowner ("Contractor"), provided that under no circumstances will reimbursement be made for Landowner's labor. Landowner acknowledges that a list of Contractors is maintained by the Program and available through the CAL FIRE Representative, but Landowner is not required to utilize a Contractor from that list, so long as the Contractor utilized is properly licensed and insured to perform the work. Whether performed by Landowner or by a Contractor, Removal shall be performed in a manner which is safe and in compliance with all applicable laws and regulations, and shall be completed not later than ninety (90) days following the date set forth in Section (e) of the Basic Provisions. Landowner acknowledges that neither SBNFA, CAL FIRE nor the RPF have surveyed or will be surveying Landowner's Property in connection with the Program. Landowner's indication of property boundaries will be relied on by the RPF in the preparation of the Removal Plan, and Landowner shall defend, indemnify and hold SBNFA, CAL FIRE and the RPF, and each of them, harmless from and against any cost, expense, liability or damages resulting out of any claim by a third party that the de-limbing or removal of trees pursuant to the Program extended beyond the boundaries of Landowner's Property.

3. Extension of Completion Deadline. Landowner may request that SBNFA grant one (1) extension of the completion deadline. In the event of a request, one (1) extension may be granted by SBNFA in its discretion for good cause, but in no event shall such extension delay the completion deadline for more than thirty (30) days, subject to such adjustment for *force majeure* as SBNFA may deem appropriate. Final deadline for SBNFA to receive reimbursement requests eligible for payment through the Program is April 15, 2013 at 5pm (17:00) PST.

4. Failure to Accomplish Removal. In the event that Landowner should fail to accomplish the Removal described in the Removal Plan on a timely basis, SBNFA will require Landowner to reimburse the costs of the RPF in inspecting Landowner's property, marking the trees for removal, and preparing the Removal Plan.

5. Compliance with Program Requirements. Landowner acknowledges receipt of a copy of the Program Management Standards, attached hereto as Exhibit "A," and acknowledges that Removal will be performed in accordance with the Program Management Standards. Landowner understands that under no circumstances will reimbursement be made for Landowner's labor.

6. Landowner Payment. Landowner shall be responsible for the payment of any contractor or laborer engaged by Landowner in connection with the Removal. Direct payment to contractors, laborers or other third parties will not be made under the Program.

7. Reimbursement Request. Following completion of the Removal process, Landowner may make request for reimbursement under the program. No request shall be considered under the Program unless Removal has been completed. The Request for Reimbursement shall be submitted to SBNFA at the address set forth in Section (h) of the Basic Provisions. Reimbursement will not exceed seventy five percent (75%) of the Maximum Allowable Contract Amount set forth in Section (f) of the Basic Provisions, and will be available only with respect to the net amount actually paid by the landowner after adjustment for any discounts, rebates or other adjustments available from Landowner's Contractor.

Any request for reimbursement shall be accompanied by documentation of such payment to the satisfaction of SBNFA, which may consist of paid receipts, cancelled checks or other documentation acceptable to SBNFA. In no event will any reimbursement in excess of one thousand dollars (\$1,000.00) be made without cancelled checks or other documentation acceptable to SBNFA confirming payment.

Final deadline for SBNFA to receive reimbursement requests eligible for payment through the Program is April 15, 2013 at 5pm (17:00) PST.

8. Post-Removal Inspection. Following completion of Removal and the Landowner's submission of a request for reimbursement, the CAL FIRE Representative shall inspect Landowner's property to determine completion of the Removal and compliance with the Removal Plan and the requirements of the Program ("Proper Completion of Removal"). If the CAL FIRE Representative determines that Proper Completion of Removal has been accomplished, the CAL FIRE Representative shall promptly submit confirmation of Proper Completion of Removal to SBNFA.

9. Further Work, If Required. In the event that the post-Removal inspection by the CAL FIRE Representative determines that Proper Completion of Removal has not been accomplished, whether because the Removal is incomplete, because the Removal was not performed in compliance with the requirements of the program or both, the CAL FIRE Representative shall prepare and deliver to the Landowner a description of the additional steps required to be taken before Proper Completion of Removal can be certified (the "Additional Work"). Landowner agrees to promptly complete the Additional Work described by the CAL FIRE Representative in order to attain Proper Completion of Removal. Following completion of the required Additional Work, Landowner shall contact SBNFA and request an additional inspection. SBNFA shall arrange for a follow-up inspection by the CAL FIRE Representative. If the CAL FIRE Representative determines that Proper Completion of Removal has been accomplished, the CAL FIRE Representative shall promptly submit confirmation of Proper Completion of Removal to SBNFA. In the event that the additional inspection determines that Proper Completion of Removal has not been accomplished, the CAL FIRE Representative shall prepare and deliver to the Landowner a further description of the Additional Work remaining to be taken before Proper Completion of Removal can be certified, and upon completion of the Additional Work the Landowner may arrange for an additional inspection by the CAL FIRE Representative by contacting SBNFA.

10. Invoice Submittal Deadline. Landowner acknowledges that the Program is not perpetual, and that requests for reimbursement which are not submitted on a timely basis cannot be paid. In the event that a request for reimbursement is not submitted on or before the date set forth in Section (g) of the Basic Provisions (the "Submittal Deadline"), no reimbursement under the Program will be paid. In the event that a request for reimbursement is submitted prior to the Submittal Deadline, but the post removal inspection by the CAL FIRE Representative determines that Proper Completion of Removal has not been attained, Landowner must complete the Additional Work and attain Proper Completion of Removal within thirty (30) days following the Landowner's receipt of the CAL FIRE Representative's description of the Additional Work required to be performed.

11. Indemnity of SBNFA / Insurance. SBNFA shall not be deemed a partner or joint venturer with Landowner in the performance of the work associated with Removal, notwithstanding the promise of reimbursement under the Program. Landowner shall defend, indemnify and hold SBNFA harmless from and against any and all cost, liability or expense (including fees of attorneys and costs of litigation, arbitration or other dispute resolution process) which may arise out of or be connected with the Removal process, including but not limited to claims for death, bodily injury or financial harm of any kind. If Landowner utilizes a

Contractor to perform the Removal, Landowner shall require that the Contractor maintain throughout the Removal process

- (a) Commercial liability insurance in the commercial general liability form, including products and completed operations coverage, covering events or occurrences on or in the Property, against claims for personal injury or death and property damage upon, in or about the Property, with combined single limit primary coverage of not less than One Million Dollars (\$1,000,000.00),
- (b) Automotive liability with combined single limit primary coverage of not less than One Million Dollars (\$1,000,000.00), and
- (c) Worker's compensation insurance with statutory limits, and employee liability insurance with combined single limit primary coverage of not less than One Million Dollars (\$1,000,000.00).

Each policy shall name the SBNFA as an additional insured, and the Landowner shall require that Contractor provide a certificate of insurance to SBNFA in which the insurance carrier agrees that coverage will not be cancelled or modified unless at least thirty (30) days prior written notice of such modification or cancellation is provided by the insurance carrier to SBNFA.

If Landowner does not utilize a Contractor to perform the Removal, Landowner shall maintain throughout the process of Removal a policy of liability insurance (which may be contained within a standard Homeowner's policy) with limits of liability of not less than One Million Dollars (\$1,000,000.00). The Landowner shall either (i) provide a certificate of insurance to SBNFA in which the insurance carrier agrees that coverage will not be cancelled or modified unless at least thirty (30) days prior written notice of such modification or cancellation is provided by the insurance carrier to SBNFA or (ii) deliver the original of the Landowner's insurance policy to SBNFA for verification and copying, after which the original shall be returned to the Landowner. Prior to commencing any work Landowner shall confirm with SBNFA that the required insurance certificate or policy has been received. Until such time as SBNFA has confirmed receipt of the required insurance certificate or policy, this Agreement shall not be deemed effective, and no work performed prior to such confirmation will be reimbursed.

12. Permits and Approvals. Landowner shall be responsible for obtaining any and all permits and approvals required in connection with the Removal process.

13. RPF. Landowner's point of contact for the Program shall be SBNFA. SBNFA will arrange all inspections with CAL FIRE Representative. SBNFA's contact information is set forth in Section (h) of the Basic provisions.

14. Notices. Any and all notices or other communications required or permitted by this Agreement or by law to be given by any of the parties hereto shall be in writing and shall be deemed duly served and given when personally delivered to the party to whom such notice or communication is directed or, in lieu of such personal service, when deposited in the United States mail, certified, return receipt requested, postage prepaid, addressed as set forth in the Basic Provisions. Each party may change its address for purposes of this paragraph by giving written notice of such change in the manner provided for in this paragraph.

15. Good Faith. All approvals required to be given by any party shall be given or denied on good faith and may not be unreasonably denied. Each party shall use due diligence in its attempt to accomplish any act required to be accomplished by that party.

16. Applicable Law/Venue. This Agreement shall be construed and interpreted in accordance with the internal laws of the State of California, with proper venue for any litigation or arbitration in San Bernardino County, California.

17. Attorneys' Fees. In the event that it should become necessary for any party to bring an action, including arbitration, either at law or in equity, to enforce or interpret the terms of this Agreement, the party not prevailing in such dispute shall pay any and all costs and expenses incurred by the other party in enforcing or establishing its rights hereunder, including, without limitation, court costs and reasonable attorneys' fees. The prevailing party shall include, without limitation, (i) a party who dismisses an action in exchange for sums allegedly due, (ii) the party who received performance from the other party where such performance is substantially equal to the relief sought in an action, or (iii) the party determined to be the prevailing party by a court of law, and the "party not prevailing" shall be the other party.

18. Integrated Agreement. This Agreement constitutes the entire agreement of the parties with respect to the subject matter of this Agreement.

19. Successors and Assigns Subject to any restriction on assignment contained herein, this Agreement shall be binding upon and shall inure to the benefit of the respective party's successors and assigns.

20. Force Majeure No party shall be considered in breach of, or in default of, the obligations set forth herein in the event of actual delay in the performance of or inability to perform such obligations due to circumstances beyond the control of such party (excluding, however, financial inability), such as general strikes or other labor troubles, fires, floods, earthquakes, epidemics, government moratoriums and quarantine restrictions, unusually severe weather and any delay which is caused by any act or omission of the other party.

21. Severability. Any provision in this Agreement which is illegal, invalid or unenforceable in any jurisdiction, shall, as to such jurisdiction, be ineffective to the extent of such illegality, invalidity or unenforceability without invalidating the remaining provisions hereof or affecting the legality, validity or enforceability of such provision in any other jurisdiction. The parties hereto agree to negotiate in good faith to replace any illegal, invalid or unenforceable provision of this Agreement with a legal, valid and enforceable provision that, to the extent possible, will preserve the economic bargain of this Agreement, or otherwise to amend this Agreement, including the provision relating to choice of law, to achieve such result.

22. Counterparts. This Agreement may be executed in multiple counterparts, and when so executed by each of the parties hereto shall constitute a single agreement binding upon all of the parties hereto.

23. Waiver. The waiver by either party of any default in the performance by the other party of any covenant contained herein shall not be construed to be a waiver of any preceding or subsequent default of the same or any other covenant contained herein. The subsequent acceptance of any payment or other sums hereunder by either party shall not be deemed a waiver of any preceding default other than the failure to pay the particular sum or portion thereof so accepted, regardless of the knowledge by such party of such preceding default at the time of acceptance of such sum.

24. Interpretation. Should any provision of this Agreement require interpretation, it is agreed that the person or persons interpreting or construing the same shall not apply a presumption that the terms of this Agreement shall be more strictly construed against one party

by reason of the rule of construction that a document is to be construed more strictly against the party who itself or through its agent or counsel prepared the same or caused the same to be prepared; it being agreed that the agents and counsel of all of the parties have participated equally in the negotiation and preparation of this Agreement. The language in all parts of this Agreement shall be in all cases construed simply, fairly, equitably and reasonably, according to its plain meaning and not strictly for or against any of the parties.

Executed to be effective as of the date first set forth above.

**SAN BERNARDINO NATIONAL LANDOWNER
FOREST ASSOCIATION,
A CALIFORNIA NON PROFIT
CORPORATION**

**BY: *SARA WIGGINS*
ITS: EXECUTIVE DIRECTOR
DATE: _____**

[TYPED NAME]: _____
DATE: _____

Exhibit "A"

Management Standards

Who May Do the Work?

- Any work hired or contracted out must be conducted by an appropriately licensed Timber Operator (A or B licensed Timber Operator).
- The value of labor conducted by a landowner is not eligible for reimbursement.
- The value of any other labor, other than that of the above referenced Timber operator is not eligible for reimbursement.
- Reimbursement to the landowner will be available only for the actual allowed cost to the landowner, taking into consideration any rebates, discounts or other incentives provided by the LTO.
- Landowners are strongly encouraged to verify a contractor's liability insurance and workers compensation insurance before starting the job.
- A list of Contractors meeting minimum licensing standards and showing proof of liability and workers compensation insurance will be maintained by the Program for reference by landowners

Management Standards

Minimum standards for acceptance of a completed project are as follows:

- Given that trees greater than 12 inches Diameter at Breast Height (DBH) will not be cut in the Program, overall stand density can not be completely controlled. The following standards for spacing shall be the target spacing excluding overstory trees and trees greater than 12 inches DBH. In stands that have trees greater than 12 inches DBH, the thinning shall be conducted to avoid trees less than 12 inches DBH remaining as ladder fuel to mid- and upper level canopy trees.
 - Tree (including seedlings), less than 12 inch DBH shall be thinned to a minimum of 15 feet on center from adjacent trees.
 - Trees spacing may in some cases be less than 15 feet on center so long as the total trees per acre does not exceed 100 trees per acre.
- Trees shall be thinned as much as possible to retain a mixed aged class and mixed species composition in the residual stand.
- Trees shall be thinned so as to retain the best phenotypes that will promote a healthy vigorous stand.
- Trees shall be thinned so that residual trees and brush do not serve as ladder fuels for overstory trees. Minimum clearance to eliminate a ladder fuel effect shall generally be 3 times the height of the understory vegetation.
- Residual trees shall be pruned to a uniform height so that no branches hang lower than 8 feet above the ground, measured on the uphill side. Trees shall be pruned to 8 feet in height or to 1/2 of their total height, whichever is less.
- Thinning within 100 feet of a permitted structure shall meet all state and local Defensible Space/Hazardous Fuels ordinances.

Slash Treatment:

- Slash shall be removed from the site
- Where there is exposed soil, either as a result of operations or as a preexisting condition may be covered with up to 2 inches of wood chips.
 - If wood chips are distributed on site, they shall be raked back a minimum of 3 feet from the bole of the tree and 5 feet from any structure.
- All work shall comply with California Forest Practice Rules. (See Below)
- Work shall comply with all State and Local regulations (See Below)

Erosion control standards

- On slopes of 30 percent or less, soil exposed or disturbed by tree removal work shall be covered with chips from a native source or sterile straw.
- On slopes over 30 percent additional erosion control practices may be required by the inspector for CAL FIRE and SBNFA.

Stumps

- All stumps greater than 6" diameter shall be treated within 6 hours of cutting with a registered borate compound for the prevention of Annosus Root Disease (*Heterobasidion annosum*). All treatments shall follow manufacturer specifications.
- All stumps shall be cut as close to the ground as practical but no higher than 8 inches. Stumps should be cut in such a manner to prevent a sharp point from being left, especially on small diameter stems.

Equipment limitations

- Use of equipment shall follow all California Forest Practice Rules. This includes landowners conducting their own work and operating equipment.

Tree size limitations

- No work done on thinning trees greater than 12 inches DBH shall be eligible for reimbursement. Trees greater than 12 inches DBH are potentially commercial in size and this creates difficulty in calculating the value of the tree and subtracting it from the value of the reimbursement available from Forest Care.
- Cutting trees larger than 12 inches DBH may require additional steps to comply with state forest practice rules.
- Pruning trees larger than 12 inches DBH shall be eligible for reimbursement up to the maximum allowed.

Firewood

- Processing of Forest Care project material for firewood is not reimbursable by Forest Care.
- Firewood cut from Forest Care project material must be cut in firewood length (24 inches or less).
- Firewood cut from Forest Care project material must be stacked at least 10 feet from residual trees to minimize potential threat of beetle infestation in adjacent trees.

- Firewood cut from Forest Care project material must be stacked at least 30 feet from adjacent structures to minimize threat as a radiant heat source in the event of a fire.

Federal, State, and Local Regulations

The following regulations are summaries of the California Department of Forestry and Fire Prevention Requirements, California Forest Practice Rules, and the Public Resources Code Division 4 as they pertain to Forest Care. These rules must be followed by the contractors.

California Department of Forestry and Fire Protection Fire Protection Requirements

Chainsaw Requirements

- One shovel, or fire extinguisher, located within 25 feet of the operating saw.

Spark Arresters

- Internal combustion engines shall be equipped with functioning spark arresters, except for vehicles equipped with mufflers.

Fire Cache Requirements

- All tools must be contained in a sealed box
- One backpack, pump type fire extinguisher, filled with water
- Two axes (Pulaski's are an acceptable alternative)
- Two McLeod's
- Enough shovels to provide one to each employee at the job site

Mobile Equipment Requirements

- Passenger vehicles operated by the company must have one shovel and one axe
- Tractors, loaders, cranes, skid-steers all need to have one shovel. (If shovel cannot be mounted to a piece of equipment, the operator shall be able to readily identify location of their shovel.)

Stationary Equipment Requirements

- One shovel
- One backpack, pump type fire extinguisher, filled with water.
- 10 feet of clearance around equipment

Smoking

- Must be confined to areas of bare soil at least 3 feet in diameter.
- Burning material shall be extinguished in such area prior to discarding.

Notes

A shovel is defined as having a round point and a handle not less than 46" in length. Square point shovels will not meet the above requirements. Also, pressurized water fire extinguishers will not meet the requirements for the backpack pump type fire extinguisher.

California Forest Practice Rules
(Adapted from Title 14 California Code of Regulations, for a complete set of rules that must be followed, go to: <http://www.fire.ca.gov/>)

895.1 Saturated Soil Conditions

When soil has reached full saturation it means that soil is wet and muddied. Soil can be easily displaced during forestry operations. Reduced traction often is a sign of saturated or muddied soils. Operation during these periods should be completely avoided in order to prevent soil from entering nearby waterways through runoff.

954.1 Felling Practices

Stumps must be kept as close to the ground as possible and no higher than a height of 8" (measured on the uphill side) except where safety or embedded metal make this impractical.

954.6 Waterbreaks

If heavy machinery is being used during operations and soil compaction becomes severe, then waterbreaks in the compacted soil areas may be necessary to mitigate erosion on these sites. Waterbreaks are small swales on an impervious surface that help move water into an area where it can spread out evenly and seep into the ground preventing erosion. It is best to place waterbreaks in locations where the water will flow into a vegetated area. Use the information guide on erosion control practices included in this packet for further guidance if serious soil compaction occurs.

954.7 Winter Operation

If implementing Forest Care measures during the winter, do not operate during fully saturated soil conditions. All bare soil must be covered or protected by erosion control measures if there is a 30% chance of rain before the next day. This is to prevent large amounts of sediments from entering roadways and eventually into waterways.

956.3 General Limitations Near Watercourses, Lakes, Meadows and Wet Areas

The timber operator shall not place, discharge or dispose of soil, silt, bark, slash, sawdust or petroleum in quantities that impact the uses of the water body. If an accident does occur, it must be cleaned immediately.

1038 Dead, Dying, Diseased Exemption Requirements

- No heavy equipment can operate on slopes greater than 50% or on known slides and unstable areas.
- No known sites of rare, threatened or endangered plants or animals will be disturbed threatened or damaged.
- No timber operations will occur within the buffer zone of a sensitive species.
- No timber operations will occur on any site that meets the criteria for a significant archaeological or historical site.

Public Resources Code Division 4
(Adapted from Chapter 6)

4442 Spark Arresters

No operation of internal combustion engine (examples: chainsaw, auger, or drill) which uses hydrocarbon fuels can occur on any forest-covered land, brush-covered land, or grass-covered land unless the engine is equipped with a spark arrester, or the engine was specifically constructed, equipped, and maintained for the prevention of fire (pursuant to section 4443). A spark arrester is a device constructed of nonflammable materials specifically for the purpose of removing and retaining carbon and other flammable particles over 0.0232 of an inch in size from the exhaust flow of an internal combustion engine that uses hydrocarbon fuels. Engines used to provide motive power for trucks, truck tractors, buses, and passenger vehicles (except motorcycles) are not subject to needing a spark arrester if the exhaust system is equipped with a muffler.

Landowners Performing Work on Their Own Property

- Landowners may perform work under the Forest Care Program and seek reimbursement for equipment used to complete the project. Only the equipment listed in the table below is eligible for reimbursement.
- If the landowner desires to use equipment not listed, they must seek written approval from the Forest Care Program. The written approval will contain an equipment rate and maximum total reimbursement allowed.
- Equipment used that is not listed in the Equipment Reimbursement Table or for which written approval is not received is not eligible for reimbursement.
- The Landowner must fill out the Forest Care Equipment Tracking Worksheet and provide receipts for all equipment which is rented.
- Maximum mileage allowed for vehicles will be based on round trip miles to the nearest transfer station from a central location in the general area of the landowner's property. Receipts for each trip to the transfer station must be submitted to Forest Care with the Equipment Tracking Worksheet.
- The Forester will determine the total reimbursement allowable for the property prior to signing the contract. If the landowner decides to conduct their own work, the amount for equipment reimbursement may not exceed the percentage of the total reimbursement as listed below:
 - 30% for Chainsaws and pruning saws
 - 25% for Chipper, vehicles and Roll-off Bins
 - 20% for Dozers and Skid Steers
 - For example if the forester determines the total reimbursement for a property is \$1,000, the maximum amount that will be reimbursed to the landowner for chainsaw and pruning saw time is \$300.

Forest Care Equipment Reimbursement Rates					
Chainsaws	\$/hour	\$/mile	\$/day	\$/week	
Chain saw	8.75		70		
Pruning Saw	\$/hour		\$/day		
Pole Saw	5.63		45		
Chipper	\$/hour		\$/day		
Chipper (6" material)	24.38		195		
Dozers	\$/hour		\$/day		
Dozer Type II	177.88		1,423		
Skid Steer	\$/hour		\$/day		
50-69 HP	64.00		512		
Pick-ups		\$/mile			
Pick-up		0.98			
Stakeside		1.64			
Roll-off Bins				\$/week	
Roll-off Bins (30 cu. yard)				424.76	(1 dump)
Roll-off Bins (40 cu. yard)				444.47	(1 dump)
Rates includes all consumables, including but not limited to gas, oil and chain					



AGENDA REPORT

Meeting Date: September 4, 2012

TO: Honorable City Council

FROM: City Administrator

SUBJECT: RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMMERCE, CALIFORNIA, APPROVING THE EXECUTION OF CASH CONTRACT NO. 1206 – PAINTING OF THE TRANSPORTATION SERVICE CENTER GARAGE WITH C.T. GEORGIU PAINTING COMPANY OF WILMINGTON, CALIFORNIA

RECOMMENDATION:

Approve the Resolution and assign the number next in order.

MOTION:

Move to approve recommendation.

BACKGROUND:

On May 1, 2012 the City Council of the City of Commerce approved Cash Contract No. 1110R with C.T. Georgiou Painting Company of Wilmington, to paint the interior and exterior of the Transportation Center. The project was completed in July and is in the process of being closed.

When the original Request for Proposal (RFP) was issued on September 20, 2011, the RFP did not include the painting of the interior of the garage in the Transportation Center, due to cost considerations. The bid submitted by C.T. Georgiou Painting and approved by Council on May 1, 2012 was \$39,500, or 44% below budget.

Since the project came in significantly below budget, staff requested quotes from painting contractors to paint the interior of the garage.

ANALYSIS:

Federal Transit Administration (FTA) Procurement regulations¹ classify procurements between \$2,500 and \$100,000 as a small purchase. If these procedures are used, price or rate quotations shall be obtained from an adequate number of qualified sources.

The City's procurement staff received the following three quotes from painting contractors to paint the interior of the garage of the Transportation Center:

Name	City	Bid Amount
C.T. Georgiou Painting Co.	Wilmington, CA	\$31,600
GDL Best Contractors, Inc.	Whittier, CA	\$67,134
Somerset General Builders	Los Angeles, CA	\$141,588

Based on the evaluation of quotes and C.T. Georgiou's recent performance in painting the Transportation Center, staff has found that C.T. Georgiou Painting Company submitted the lowest, responsible and responsive quote for providing the requested service.

C.T. Georgiou has previously submitted all required insurance documentation, bid bond,

¹ FTA Circular 4220.1E

and FTA-required paperwork for this project.

FISCAL IMPACT:

This activity can be carried out without additional impact on the current operating budget. The City Council appropriated \$90,000 for the completion of the project, as follows:

FTA 5307 Capital	\$45,000
<u>PTMISEA</u>	<u>\$45,000</u>
TOTAL FUNDING	\$90,000

C.T. Georgiou Painting Co. quote is \$31,600. To date, \$39,500 has been spent on this project, leaving \$53,500 for the second phase of the project and any contingencies.

RELATIONSHIP TO THE 2009 STRATEGIC GOALS:


The issue before the Council is applicable to the following Council's strategic goal: *"Protect and Enhance Quality of Life in the City of Commerce."* Although, there are no specific objectives connected to this issue, the City is responsible for the general maintenance and upkeep of all City buildings.

Respectfully submitted,



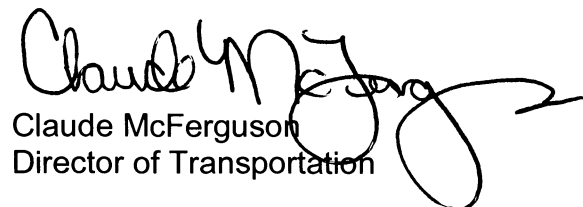
Jorge Rifa
City Administrator

Recommended by:



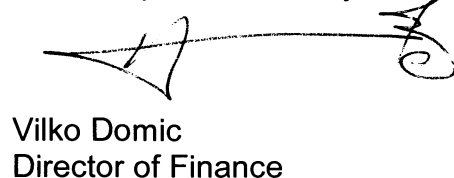
Danilo Batson
Assistant Director of Public Services

Recommended and prepared by:



Claude McFerguson
Director of Transportation

Fiscal Impact Review by:



Vilko Domic
Director of Finance

Approved as to Form:



Eduardo Olivo
City Attorney

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMMERCE, CALIFORNIA, APPROVING THE EXECUTION OF CASH CONTRACT NO. 1206 – PHASE II - PAINTING TRANSPORTATION SERVICE CENTER GARAGE AND MAINTENANCE AREA WITH C.T. GEORGIU PAINTING COMPANY OF WILMINGTON, CALIFORNIA.

WHEREAS, the City of Commerce accepted a proposal on May 1, 2012, from C.T. Georgiou Painting Company (Cash Contract No. 1110R) for the interior and exterior painting of the Commerce Transportation Center; and

WHEREAS, the above contract was completed significantly under budget; and

WHEREAS, the Transportation Department requested quotes to paint the interior of the garage and maintenance area which was not included in the just-completed project; and

WHEREAS, the City of Commerce received three quotes to paint the interior of the garage; and

WHEREAS, after careful examination, evaluation of all quotes received and reference checks, City staff determined that C.T. GEORGIU PAINTING COMPANY OF WILMINGTON, California, is the lowest, responsible and most responsive bidder.

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

Section 1: The quote by C.T. GEORGIU PAINTING COMPANY is hereby accepted. A standard contract between the City and C.T. GEORGIU PAINTING COMPANY is hereby approved. The Mayor is hereby authorized to execute the Contract for and on behalf of the City of Commerce.

Section 2: The remaining quotes received are hereby rejected.

PASSED, APPROVED and ADOPTED this _____ day of _____, 2012.

Lilia R. Leon, Mayor

ATTEST:

Linda Kay Olivieri, MMC
City Clerk



AGENDA REPORT

MEETING DATE: September 4, 2012

TO: HONORABLE CITY COUNCIL

FROM: CITY ADMINISTRATOR

SUBJECT: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMMERCE, CALIFORNIA, APPROVING THE EXCHANGE OF PROPOSITION A FUNDS WITH THE CITY OF WEST COVINA AND APPROVING AND AUTHORIZING EXECUTION OF FUND TRADE AGREEMENT THEREFOR

RECOMMENDATION:

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

ACTION:

Move to approve the recommendation.

BACKGROUND:

Prop "A" funds in the County of Los Angeles are restricted for transit purposes only. Many cities have had difficulties expending the Prop A funds that have been allocated to them. The Los Angeles Metropolitan Transportation Authority (LAMTA), which administers such funds, has allowed cities that can expend the restricted Prop "A" funds to exchange their unrestricted revenues for the right to use another city's Prop "A" funds for approved projects. Such exchanges usually involve an agreement by a city that can utilize the restricted funds to pay the city that has available Prop A funds a sum that is less than the amount of the Prop A funds. The city that can utilize the restricted Prop A funds is therefore able to obtain such funds at a discounted rate. On the other hand, the city that cannot utilize its Prop A funds is able to receive unrestricted funds that can be put to use for other purposes. The arrangement is deemed beneficial to both cities.

ANALYSIS:

The City of Commerce is proposing to provide ongoing operating funding providing fixed route, medi-ride, and recreation services to the residents of the City and to provide for certain capital projects that are eligible for Prop A Funds. Adequate Proposition A Local Return funding for such services is not available to the City of Commerce because of the City's Local Return allocation. The City of West Covina has uncommitted funding authority for its Fiscal Year 2012-13 allocation of Proposition "A" Local Return funds that can be made available to Commerce to assist in providing these services. West Covina is willing to assign One Million Dollars (\$1,000,000) of its uncommitted Proposition "A" Local Return funding to Commerce in exchange for the assignment by Commerce of Seven Hundred and Fifty Thousand Dollars (\$750,000) of its general funds to West Covina. The transaction, which is documented in the attached agreement, is contingent upon approval by the LAMTA.

The ratio contained in the proposed Agreement is an exchange of 75 cents of the City's unrestricted general fund for each dollar of Prop "A" funds to be received and expended by the City for its transit operations. Thus, the City will receive One Million Dollars (\$1,000,000) of Prop A funds in exchange for the payment of Seven Hundred and Fifty Thousand Dollars (\$750,000). This exchange will result in a Two Hundred and Fifty Thousand Dollar (\$250,000) benefit for the City of Commerce. The City of West Covina plans to approve the Agreement in September 2012.

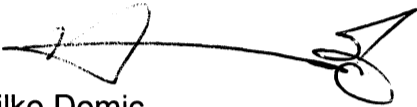
FISCAL IMPACT:

The City Council approved an amount of Seven Hundred and Fifty (\$750,000) in account #10-8804-73980 for Prop A Exchanges during the fiscal year 2012-13 budget process. The exchanged dollar amounts are then recognized in account #025-5400-30120.

RELATIONSHIP TO 2009 STRATEGIC GOALS:

The proposed Fund Trade Agreement is associated with Council's goal of making financially and economically sound decisions consistent with economic conditions.

Recommended by:



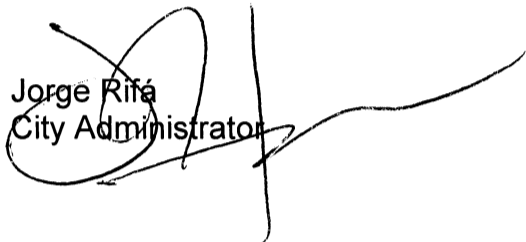
Vilko Domic
Director of Finance

Approved as to Form



Eduardo Olivo
City Attorney

Respectfully submitted,



Jorge Rifa
City Administrator

Attachment: Resolution
Agreement

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMMERCE,
CALIFORNIA, APPROVING THE EXCHANGE OF PROPOSITION A FUNDS
WITH THE CITY OF WEST COVINA AND APPROVING THE
FUND TRADE AGREEMENT THEREFOR

WHEREAS, Proposition A ("Prop A") Funds in the County of Los Angeles are restricted for transit purposes only; and

WHEREAS, many cities have had difficulties expending allocated Prop A Funds due to said restricted purposes; and

WHEREAS, the Los Angeles Metropolitan Transportation Authority ("LACMTA"), which administers such funds, has allowed cities that can expend the restricted Prop A Funds to exchange unrestricted revenues for the right to use another city's Prop A Funds for approved projects; and

WHEREAS, such exchanges usually involve an agreement by a city that can utilize the restricted Prop A Funds to pay the city that has available Prop A Funds a sum that is less than the amount of the Prop A Funds; and

WHEREAS, the city that can utilize the restricted Prop A Funds is therefore able to obtain these funds at a discounted rate while the other city that cannot utilize its Prop A Funds is able to receive unrestricted funds that can be put to use for other purposes; and

WHEREAS, the City of Commerce is proposing to provide ongoing operating funding for fixed route, Medi-ride and recreation services to the residents of the City and certain capital projects that are eligible for Prop A Funds; and

WHEREAS, adequate Proposition A Local Return funding for such services is not available to the City of Commerce because of the City's Local Return allocation; and

WHEREAS, the City of West Covina has uncommitted funding authority for its Fiscal Year 2012-13 allocation of Proposition A Local Return Funds that can be made available to the City of Commerce to assist in providing these services; and

WHEREAS, the City of West Covina is willing to assign one million dollars (\$1,000,000) of its uncommitted Proposition A Local Return Funds to the City of Commerce in exchange for the assignment by the City of Commerce of seven hundred and fifty thousand dollars (\$750,000) of its general funds to the City of West Covina; and

WHEREAS, the transaction set forth above is contingent upon approval by the LACMTA, and

WHEREAS, the ratio contained in the proposal calls for an exchange of 75 cents of the City of Commerce's unrestricted general fund dollars for each dollar of Prop A Funds to be received from the City of West Covina and expended by the City of Commerce for its transit operations, resulting in a two hundred and fifty thousand dollar (\$250,000) benefit for the City of Commerce.

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

Section 1. The Proposition A Fund exchange delineated herein by and between the City of Commerce and the City of West Covina is hereby approved.

Section 2. The Fund Trade Agreement between the City of West Covina and the City of Commerce, California, is hereby approved and the Mayor is authorized to execute the Agreement on behalf of the City.

PASSED, APPROVED AND ADOPTED this _____ day of _____, 2012.

Lilia R. Leon
Mayor

ATTEST:

Linda Kay Olivieri, MMC
City Clerk

FUND TRADE AGREEMENT

BETWEEN THE CITY OF WEST COVINA AND THE CITY OF COMMERCE, CALIFORNIA

This Assignment Agreement is made and entered into this _____ day of _____, 2012, by and between the City of West Covina California ("West Covina") and the City of Commerce, California ("Commerce") with respect to the following facts:

- A. Commerce proposes to provide ongoing operating funding providing fixed route, medi-ride, and recreation services to the residents of Commerce and to provide for certain capital projects eligible for Prop A Funds. Adequate Proposition A Local Return funding for such services is not available given the limited amount of Commerce's Local Return allocation.
- B. West Covina has uncommitted funding authority for its Fiscal Year 2012-13 allocation of Proposition "A" Local Return funds that can be made available to Commerce to assist in providing the services discussed in Paragraph above. . West Covina is willing to assign uncommitted Proposition "A" Local Return funding to Commerce for the purpose identified in Paragraph A in exchange for the assignment by Commerce of the amount of its general funds indicated in Section I below.

Now, therefore, in consideration of the mutual benefits to be derived by the parties and of the premises herein contained, it is mutually agreed as follows:

1. Exchange. West Covina agrees to assign One Million Dollars (\$1,000,000) of its Fiscal Year 2012-13 Proposition "A" Local Return funding authority to Commerce. In return, Commerce agrees to assign Seven Hundred and Fifty Thousand Dollars (\$750,000) of its general funds to West Covina.
2. Consideration. West Covina shall assign the agreed upon Proposition "A" Local Return funds to Commerce in one lump sum payment. Commerce shall also assign the agreed upon general funds to West Covina in one lump sum payment. The lump sum payment by Commerce shall be due and payable upon approval by the Los Angeles Metropolitan Transportation Authority (LAMTA) of West Covina' project description covering the services discussed in Paragraph A.
3. Term. This Agreement is effective on the date above written and for such time as is necessary for both parties to complete their mutual obligations set forth herein.
4. Termination. Termination of this Agreement may be made by either party so long as written Notice of Intent to terminate is given to the other party at least 5 days prior to the termination.
5. Notices. Notices shall be given pursuant to this Agreement by personal service on the party to be notified or by written notice upon such party by certified mail deposited in the custody of the United States Postal Service addressed as follows:

CITY OF WEST COVINA
1444 West Garvey Avenue
West Covina, CA 91790
Attn: Andrew Pasmant, City Manager

CITY OF COMMERCE
2535 Commerce Way
Commerce, CA 90040
Attn: Jorge Rifá, City Administrator

6. Assurances.

- a. Commerce shall use the assigned Proposition "A" Local Return funds only for the purpose of providing the services discussed in Paragraph A of this Agreement and within the time limits specified in LAMTA's Proposition "A" Local Return Program Guidelines.
- b. Concurrently with the execution of this Agreement Commerce shall provide LAMTA with the Standard Assurances and Understandings Regarding Receipt and Use of Proposition "A" funds specified in the Guidelines regarding the use of the assigned Proposition "A" Local Return Funds.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective officers, duly authorized, on the day and year above written.

CITY OF WEST COVINA

CITY OF COMMERCE

By _____
Andrew Pasmant
City Manager

By _____
Lilia R. Leon
Mayor

ATTEST:

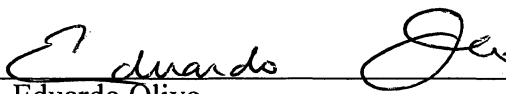
Sue Rush
Assistant City Clerk

Linda Kay Olivieri, MMC
City Clerk

Approved as to Form:

Approved as to Form:

Arnold M. Alvarez-Glasman
City Attorney



Eduardo Olivo
City Attorney



AGENDA REPORT

DATE: September 4, 2012

TO: Honorable Successor Agency

FROM: Executive Director

SUBJECT: A RESOLUTION OF THE SUCCESSOR AGENCY TO THE COMMERCE COMMUNITY DEVELOPMENT COMMISSION APPROVING AN AGREEMENT WITH BLOCK ENVIRONMENTAL FOR WELL ABANDONMENT SERVICES AT THE PROPERTY LOCATED AT 6300 EAST WASHINGTON BOULEVARD, COMMERCE, CALIFORNIA

RECOMMENDATION

Adopt the Resolution.

MOTION:

Move to approve and adopt the Resolution and assign the number next in order.

BACKGROUND:

In 2008, the Commerce Community Development Commission (the "Commission") entered into negotiations with Costco Wholesale Corporation ("Costco") for the development of a business-to-business Costco store in the City of Commerce. The Commission and Costco agreed that Costco would purchase and develop a 130,000 square foot Costco store on property owned by the Commission at 6333 Telegraph Road (the "Property"). The parties agreed that the development by Costco of a fast food type restaurant on another parcel of property owned by the Commission, which was located southwest of and adjacent to the Property at 6300 East Washington Boulevard (the "Satellite Parcel"), would be highly desirable.

The Commission was in the process of remediating environmental issues on the Satellite Property while the negotiations with Costco were taking place. Costco was concerned about unknown liabilities that might exist in connection with such environmental issues. In order to address these concerns, the parties agreed that, instead of proceeding with the sale of the Satellite Property to Costco at that time, Costco would have the option to purchase the Satellite Parcel after the Commission had accomplished such clean up goals.

On March 18, 2008, the Commission and Costco entered into a Disposition and Development Agreement ("DDA") for the development of the Property and the possible future development of the Satellite Parcel. The parties agreed that the Commission would continue its remediation efforts and that, when completed, Costco would be provided notice and have a certain amount of time to exercise the option to purchase the Satellite Parcel for \$1,000,000. [DDA § 24.3].

The Commission's remediation responsibilities were set forth in the following DDA sections:

Section 16.2 (Commission Obligation to Remediate Hazardous Materials) provided that:

[The] Commission shall be obligated to remove or otherwise remediate any Hazardous Substances affecting the Satellite Parcel at its sole cost and expense in accordance with Environmental Laws and pursuant to a further testing and remediation plan and a schedule approved by Developer and all applicable authorities; provided, however, that in no event shall Commission be obligated to expend in excess of Four Hundred Thousand Dollars (\$400,000) on remediation of the Satellite Parcel.

Section 16.3.1 (Remediation Plan) provided that:

[The] Commission and Developer acknowledge the existence of soils located on the Satellite Parcel, and underlying groundwater, which are contaminated with hydrocarbons, and that the Los Angeles Regional Quality Control Board or California Department of Toxic Substance Control has primary jurisdiction over the remediation of such contamination. Commission shall, at its sole cost and expense, retain the services of a mutually acceptable consultant to develop a further testing and remediation plan for the cleanup of hydrocarbon-containing soil and groundwater which will comply with Environmental Agency's requirements regarding the contamination. The remediation plan as initially prepared by Commission's consultant shall provide for (a) the removal and disposal of soil from the areas on the Satellite Parcel shown in the Existing Environmental Reports and any subsequent tests or investigations performed by the Commission to contain hydrocarbons subsequent tests or investigations performed by the Commission to contain hydrocarbons and other compounds in excess of regulatory actionable levels and (b) such groundwater remediation as is customarily required under the applicable circumstances.

Section 16.6 (Coordination with Option) provides that:

As soon as the remediation required under this Article 16 is completed, Commission shall provide Developer with evidence satisfactory to Developer (including, without limitation, closure documentation from applicable governmental authorities) that all the Hazardous Substances have been removed, transported and stored or otherwise remediated in accordance with the approved remediation plan and all Environmental Laws.

Costco's option rights were set forth in the following DDA sections:

Section 24.1 (Grant and Exercise of Option) provides that:

Commission hereby grants to Developer the sole and exclusive right and option (the "Option") to purchase the Satellite Parcel, together with all Satellite Improvements located thereon, at the price and on the terms and conditions set forth below. To exercise the Option, Developer shall deliver written notice (the "Notice of Exercise") to Commission not later than 150 days after the "Trigger Date" set forth in Section 24.2 (the "Notice Period"). If the Notice of Exercise is not given during the Notice Period, the Option shall lapse and Developer shall have no further rights under this Option.

Section 24.2 (Trigger Date) provides that:

The term "Trigger Date" means that date the matters set forth in Article 16 above have been satisfied including, without limitation, completion of the Remediation Plan and issuance of a No-Action Letter.

Notwithstanding the foregoing, if upon the initial completion of the Remediation Plan pursuant to Section 16 above, the Environmental Agency has issued a No Action Letter which contains a requirement of additional testing or groundwater remediation after the date of the letter, Developer may elect to either: (a) consider the Trigger Date not to have occurred and to await the Commission's obtaining of

a No Action Letter which does not require such further testing or work (b) notify the Commission that Developer wishes to acquire the Satellite Parcel in which event the Notice of Exercise must be given within 180 days following the date of the Trigger Date would have occurred if the No Action Letter had not been qualified by a requirement of additional testing or work. Developer's election to so acquire the Satellite Parcel shall not be deemed a waiver as limitation on the post-closing obligation or the commission under Section 16.3 above or elsewhere in this Agreement.

Pursuant to AB 1X 26, enforceable obligations include any legally binding and enforceable agreement or contract that is not otherwise void as violating the debt limit or public policy. *Health & Safety Code* §§ 34167, 34171. The DDA is a legally binding and enforceable contract. Therefore, the Successor Agency to the Commission has been and continues to be required to take action to comply with the obligations imposed on the Commission by the DDA.

On July 2, 2012, after several years of remediation activities, the Los Angeles Regional Water Quality Control Board ("Water Board") provided the Commission with a No-Further Action Letter. The Water Board concluded that the Commission properly performed the corrective actions required at the Satellite Parcel. The Water Board has advised that if Satellite Parcel has groundwater wells or vapor extraction wells, the City must comply with the following:

1. All wells must be located and properly abandoned.
2. Well abandonment permits must be obtained from the Los Angeles County Department of Public Health, Environmental Health Division, and all other necessary permits must be obtained from the appropriate agencies prior to the start of work.
3. A report must be submitted on the abandonment of the wells to the Water Board by October 15, 2012. This report must include, at minimum, a site map, a description of the well abandonment process, and copies of all signed permits.

The Satellite Property contains groundwater wells that must be removed pursuant to the directives of the Water Board. The abandonment report is due to the Water Board by October 15, 2012.

ANALYSIS:

On July 10, 2012, the City Staff obtained a cost estimate from Block Environmental for the well abandonment activities. Block Environmental is proposing the following work:

- Prepare a work plan for submittal to the Water Board.
- Obtain well abandonment permits from the Los Angeles County Department of Public Health for the destruction of 5 groundwater monitoring wells.
- Five groundwater monitoring wells located on the Satellite Parcel will be abandoned.
- Dispose of soil cuttings and auger rinse water generated during the well abandonment activities at appropriate facilities.
- Prepare a final well abandonment report.

Block Environmental estimates that the estimated cost for the well abandonment will be \$24,555 and that waste disposal fees will cost an additional \$7,500.

Staff recommends that the Successor Agency approve the Agreement with Block Environmental so that the Successor Agency can conclude the process of abandoning the wells at the Satellite Parcel. Pursuant to Section 24.1 of the DDA, Staff will provide Costco with notice of the receipt of the No Further Action Letter. Costco may decide to

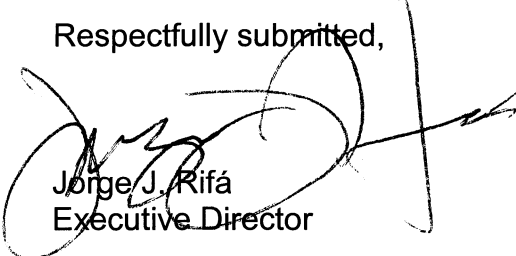
delay the start of the option period until the well-abandonment work is completed or take action to exercise its option rights within 180 days from the date of the notice. Staff will report back on Costco's decision regarding the option.

FISCAL IMPACT:

The estimated cost for the well abandonment is \$24,555. There will be an additional cost of \$7,500 for waste disposal fees. The total cost is estimated to be \$32,055. Funds are available in Account Number 88-9800-54027 for the tasks outlined in the Block estimate.

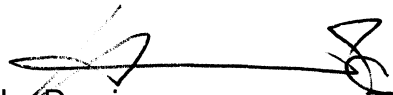
This item was approved by the Oversight Board as part of the ROPS II July to December 2012, Project Area 4, Line Z "Costco Ongoing Site Evaluation/Testing". \$80,000 was allocated for this expense.

Respectfully submitted,




Jorge J. Rifá
Executive Director

Fiscal impact reviewed by,



Vilke Domic
Director of Finance

Approved as to form,



Eduardo Olivo
Agency Counsel

RESOLUTION NO. _____

A RESOLUTION OF THE SUCCESSOR AGENCY TO THE COMMERCE COMMUNITY DEVELOPMENT COMMISSION APPROVING AN AGREEMENT WITH BLOCK ENVIRONMENTAL FOR WELL ABANDONMENT SERVICES AT THE PROPERTY LOCATED AT 6300 EAST WASHINGTON BOULEVARD, COMMERCE, CALIFORNIA

WHEREAS, in 2008, the Commerce Community Development Commission (the "Commission") entered into negotiations with Costco Wholesale Corporation ("Costco") for the development of a business-to-business Costco on Commission-owned property located at 6333 Telegraph Road (the "Property"). The parties agreed that the development by Costco of a fast food type restaurant on another parcel of property owned by the Commission, which was located southwest of and adjacent to the Property at 6300 East Washington Boulevard (the "Satellite Parcel"), would be highly desirable; and

WHEREAS, the Commission was in the process of remediating environmental issues on the Satellite Property while the negotiations with Costco were taking place; and

WHEREAS, because of liability concerns by Costco related to environmental issues on the Satellite Property, the parties agreed that Costco would have the option to purchase the Satellite Parcel after the Commission had accomplished its' clean-up activities; and

WHEREAS, on March 18, 2008, the Commission and Costco entered into a Disposition and Development Agreement ("DDA") for the development of the Property and the possible future development of the Satellite Parcel. The parties agreed that the Commission would continue its remediation efforts and that, when completed, Costco would be provided notice and have a certain amount of time to exercise the option to purchase the Satellite Parcel; and

WHEREAS, pursuant to AB 1X 26, enforceable obligations include any legally binding and enforceable agreement or contract that is not otherwise void as violating the debt limit or public policy. *Health & Safety Code* §§ 34167, 34171. The DDA is a legally binding and enforceable contract. Therefore, the Successor Agency has been and continues to be required to take action to comply with the obligations imposed on the Commission by the DDA; and

WHEREAS, on July 2, 2012, the Los Angeles Regional Water Quality Control Board ("Water Board") provided the Successor Agency with a No-Further Action Letter which concludes that the corrective actions required at the Satellite Parcel have been properly performed. The Water Board has advised that if the Satellite Parcel has groundwater wells or vapor extraction wells, the Successor Agency must take action to abandon the wells and that a report on the abandonment must be submitted to the Water Board by October 15, 2012; and

WHEREAS, Staff obtained a cost estimate from Block Environmental for the well abandonment activities and recommends that the Successor Agency approve the proposed agreement with Block Environmental for such work.

NOW, THEREFORE, THE SUCCESSOR AGENCY TO THE COMMERCE COMMUNITY DEVELOPMENT COMMISSION, DOES HEREBY ORDAIN AS FOLLOWS:

Section 1. The Agreement between the Successor Agency and Block Environmental is hereby approved. The Successor Agency Chairperson is authorized to sign the Agreement for an on behalf of the Successor Agency.

PASSED, APPROVED AND ADOPTED this _____ day of _____, 2012.

Lilia R. Leon
Chairperson

ATTEST:

Linda Kay Olivieri, MMC
Secretary

THIS AGREEMENT (the "Agreement") dated as of _____, 2012 (the "Effective Date") is made by and between Block Environmental ("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 commencing on the Effective Date until the completion by Consultant of all the Services, to the satisfaction of the City.

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 Contractor.

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:

Block Environmental
23 Musick, Suite 100
Irvine, California 92618
Attn: Erik M. Block, President

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: _____, 2012

By: _____
Lilia R. Leon, Mayor

ATTEST:

Linda K. Olivieri, MMC, City Clerk

CONSULTANT

DATED: _____, 2012

By: _____
Erick M. Block, President

APPROVED AS TO FORM

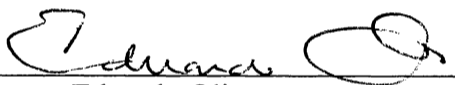

By: Eduardo Olivo
Title: City Attorney

EXHIBIT A

BLOCK ENVIRONMENTAL

July 10, 2012

Mr. Alex Hamilton
City of Commerce
2335 Commerce Way
Commerce, California 90040

SUBJECT: COST ESTIMATE FOR WELL ABANDONMENT ACTIVITIES

**SITE: FORMER FIRESTONE #7182 (PRIORITY A-2 SITE)
6300 EAST WASHINGTON BOULEVARD
COMMERCE, CALIFORNIA
CASE NO. I-04061A**

Dear Mr. Hamilton:

Block Environmental submits this cost estimate for well abandonment activities for the above-mentioned property. Based on a "Case Closure" issued on July 2, 2012, by the Los Angeles Regional Water Quality Control Board (RWQCB), the following scope of work is proposed:

- Prepare a work plan for submittal to the Los Angeles RWQCB.
- Following approval, a site specific Health and Safety Plan will be generated, as required by Cal OSHA.
- Obtain well abandonment permits from the Los Angeles County Department of Public Health for the destruction of 5 groundwater monitoring wells.
- 5 groundwater monitoring wells located on the property will be abandoned (MW-1 through MW-5) according to standard procedures.
- Dispose of soil cuttings and auger rinse water generated during the well abandonment activities at appropriate facilities. Documentation of proper disposal will be included in the final well abandonment report. Estimate based on classification of hydrocarbon-affected soil and water as non-hazardous.
- Prepare a final well abandonment report for submission to the Los Angeles RWQCB including a site map, description of the well abandonment procedures, and copies of all signed permits.

WELL ABANDONMENT PROCEDURES

The following procedures will be applied:

- Use hollow stem augers to drill out well annulus and PVC well casings in 5 wells to a depth of 110 feet below grade;
- Place well annulus and well casing materials in 55 gallon drums;
- Backfill open borehole with bentonite grout or Portland cement to grade;
- Complete and submit all required forms.

COST ESTIMATE

The proposed tasks and estimated costs are listed below and are based on the January 1, 2012, Block Environmental Time and Material Pricing Schedule.

<u>Task</u>	<u>Estimated Cost</u>
1. Prepare a work plan outlining the well abandonment procedures for submittal to the RWQCB. Fixed Price:	\$500.00
2. Prepare a site specific Health and Safety Plan as required by Cal OSHA. Fixed Price:	\$500.00
3. Obtain well abandonment permits from the Los Angeles County Department of Public Health for the destruction of 5 groundwater monitoring wells. Estimate includes permit fees and labor:	\$3,860.00
4. Abandon 5 onsite groundwater monitoring wells according to standard procedures. Estimate includes drilling subcontractor fees and labor:	\$18,555.00
5. Sample annulus material for waste profiling. Costs include coordination with laboratory and disposal company. <u>Laboratory fees for waste profiling will be direct billed by City of Commerce vendor (laboratory cost estimated at \$750.00).</u> Time and Material Estimate.	\$1,000.00
6. Dispose of soil cuttings and auger rinse water generated during the well abandonment activities at appropriate facilities. Estimate based on as many as 40 drums of waste material classified as non-hazardous. Documentation of proper disposal will be included in the well abandonment report. <u>Disposal fees will be direct billed by City of Commerce vendor (disposal cost estimated at \$7,500.00).</u>	Direct Billed

7. Prepare a final well abandonment report for submission to the Los Angeles RWQCB including a site map, description of the well abandonment procedures, and copies of all signed permits. Fixed Price: \$1,500.00

ESTIMATED TOTAL: \$24,555.00

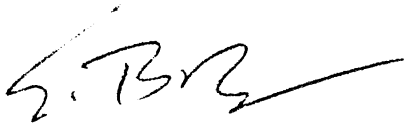
SCHEDULE

Client requested meetings; telephone conferences and additional documentation will be charged at on a time and material basis in addition to the costs above. This cost proposal is valid for a period of 60 days. If you are in agreement with this proposal, and Block Environmental Terms and Conditions, please acknowledge by endorsement below and return original copy to us.

Please call me at (949) 455-0325 if you have any questions concerning this proposal or require any additional information.

Sincerely,

BLOCK ENVIRONMENTAL



Erik M. Block, RG, REA
President

ACCEPTANCE

TO: Block Environmental

The undersigned hereby accepts the above proposal, Terms and Conditions, and acknowledges authorized site access for Block Environmental personnel, or their agents, to conduct the activities specified herein.

Name

Signature

Position

Company

Date

PRICE SCHEDULE

January 1, 2012

Professional Rates per hour:

Principal Geologist/Engineer	\$200.00
Registered Geologist/Engineer	\$190.00
Senior Project Geologist/Engineer	\$175.00
Project Manager	\$150.00
Project Geologist/Engineer	\$125.00
Staff Geologist/Engineer	\$105.00

Technical Rates per hour:

Senior Technician	\$ 95.00
Technician	\$ 85.00
Draftsperson	\$ 85.00
Clerical Assistant	\$ 75.00

Legal Testimony/Expert Witness:

Court appearances and depositions at professional rate plus 75% one-half day minimum.

Administrative, accounting, reproduction, and secretarial costs are included in the above rates.

Professional Travel:

Auto: \$0.75 per mile plus the employee rate per hour.

Air Fares: Actual Cost.

Per Diem: \$75 per day plus lodging (\$150.00 minimum).

Permit fees, subcontracted services and equipment (drilling, laboratory analysis, e.g.): Actual cost plus 15%.

Equipment Rentals per day:

2" submersible pump with variable speed controller:	\$150.00
Purge bailer:	\$ 25.00
Teflon sampling bailer:	\$ 15.00
Diaphragm pump:	\$ 25.00
5000w generator:	\$ 48.00
Survey equipment	\$ 80.00
Combustible gas indicator:	\$ 25.00
Electric jackhammer:	\$ 85.00
pH, conductivity, temperature meter	\$ 35.00
Infrared hydrocarbon analyzer	\$ 75.00
Water level meter:	\$ 25.00
Electronic interface probe:	\$ 75.00
Photo ionization detector:	\$ 80.00

Ancillary equipment: buckets, brushes, hand auger, hard hat, traffic cones, goggles, latex gloves, tyvek suit, and tyvek booties, respirator.

Supplies per unit:

Stainless steel or brass soil sample tubes	\$ 6.00
Disposable Teflon sampling bailer	\$ 10.00
Tedlar sampling bags	\$ 20.00
4" Water-tight locking well cap with neoprene seal	\$ 40.00
6" Water-tight locking well cap with neoprene seal	\$ 75.00
Padlocks	\$ 8.00
1" Well stinger	\$ 20.00
55-Gallon DOT17H drums	\$ 40.00
12" Monitoring well vault	\$105.00
100 Lb. bag #3 filter pack sand	\$ 10.00
Rapid set grout (per bag)	\$ 12.00
Benonite chips/powder (per bag)	\$ 12.00
Portland cement (per bag)	\$ 8.00
Ready-mix concrete (per bag)	\$ 10.00

BLOCK ENVIRONMENTAL

TERMS AND CONDITIONS JANUARY 1, 2012

1. DEFINITIONS

- A. Block Environmental shall be referred to hereafter as the "Company".
- B. The "Client" shall mean any entity which has or proposes to contract for the services of the Company.
- C. "Proposal" means the Company's latest written offer to perform services for Client.

2. COMPANY'S DUTIES - GENERAL

- A. To direct and control work contracted for in accordance with all applicable codes, laws and regulations.
- B. To supervise all Company employees and to direct the work of all Company's subcontractors.
- C. To perform work in a safe and workmanlike manner.
- D. To advise the Client promptly if concealed conditions are ascertained which require additional work and proceed in such event in accordance with this agreement.
- E. To provide all field equipment and docked storage for tools or other property used by the Company in the performance of this agreement, unless otherwise agreed upon in writing.
- F. To defend, indemnify, and hold harmless Client and its principal, employees, agents, subcontractors, and representatives from and against any and all claims, suits, causes of action, liabilities, losses, damages, injuries and deaths (including litigation costs and attorney fees actually incurred in connection therewith) directly resulting from, or arising out of, the presence of, or the performance of any work by, the Company or its Subcontractors on or about the job site. The above indemnification shall not apply to the limited extent, and only to the limited extent, that such claims, suits, causes of action, liabilities, losses, damages, injuries and death are the direct result of Client's principals' or employees' negligence or willful misconduct.

3. CLIENT'S DUTIES - GENERAL

- A. To advise the Company of any conditions of the property which affects the Company's ability to perform.
- B. To provide the Company access to all sites for drilling or other field services as required.
- C. To provide the Company with correct and up-to-date maps, drawings and records depicting the exact locations of underground lines, pipes, utilities and tanks.
- D. To reimburse the Company for any damages arising from the Client's failure to accurately locate underground facilities.
- E. To protect Client's real and personal property, and third party property, by removal or covering while field services are being performed. The Company will not be responsible for property not adequately protected or for any damage to landscaping.

- F. To defend, indemnify, and hold harmless Company and its principal, employees, agents, subcontractors, and representatives from and against any and all claims, suits, causes of action, liabilities, losses, damages, injuries and deaths (including litigation costs and attorney fees actually incurred in connection therewith) directly or indirectly resulting from, or arising out of, the presence of, or the performance of any work by, any person(s) on or about the job site, and/or the presence of any contamination or dangerous condition on or about the job site. The above indemnification shall not apply to the limited extent, and only to the limited extent, that such claims, suits, causes of action, liabilities, losses, damages, injuries and death are the direct result of Company's or Company's principals' or employees' gross negligence or willful misconduct.
- G. To timely pay all amounts due Company in accordance with this agreement.
- H. Client shall be entitled to make periodic inspections of the work site when accompanied by a representative of the Company provided such inspections do not interfere with the work and can, in the sole judgment of the Company, be made safely. All entry onto the work site shall be at the Client's own risk.
- I. Reports prepared by the Company, which are required to be submitted to regulatory agencies, shall be submitted by Client unless otherwise agreed upon.

4. STANDARDS OF WORK

- A. The Company will be responsible only for using reasonable professional judgment in the performance of this agreement. No warranty, express or implied, is given and no guarantee is made that specific levels of decontamination can be achieved or specific limits on contamination can be met.
- B. The Company is responsible to perform in accordance with applicable law. Both the Client and the Company agree that this agreement shall be modified to comply with new and revised government regulations instituted during the term of this agreement and that Company shall receive reasonable compensation from Client for any additional work required as a consequence of any such new revised laws or regulations.

5. SUBCONTRACTORS

- A. The Client acknowledges that Company shall select certain subcontractors, in its discretion, to complete this agreement. Any subcontractor selected by the Company shall have all requisite licenses for the work to be done by such subcontractor. The Company shall issue subcontracts in writing whose specifications are consistent with this agreement. The Company acknowledges that certain other contractors and subcontractors may be hired directly by the Client. The Company accepts no liability associated with contractors and subcontractors directly hired by Client.
- B. Subject to Company's timely receipt of payments due from Client, Company shall pay its subcontractors on a timely basis and obtain any necessary documentation required to release their lien rights, if any, as work proceeds.
- C. The Company shall exercise reasonable care in the selection of subcontractors and materials used by Company and its subcontractors, but shall not be responsible for latent or subsequently discovered defects in materials or damages not reasonably ascertainable at the time of installation.

6. EXTRAS - HIDDEN, CONCEALED AND UNFORESEEABLE CONDITIONS

Any extra work or materials desired by the Client shall be agreed upon in writing and upon such agreement; such extras shall become a part of this agreement. Unless otherwise agreed, extras shall be paid for as performed. Failure of the Client to sign an extra work or material order shall not preclude recovery of reasonable compensation for the same by Company and acceptance of said extra work and/or materials shall be presumed, unless there is written notice to the contrary. The Company shall advise Client at the time of agreement on any extra work or material as to any additional time required to perform this agreement. In the event the Company discovers a condition requiring any extra cost, the parties shall proceed as follows:

The Company shall notify the Client verbally, at once, to expedite agreements as to the charge to correct or cure such condition and provide a written estimate as soon as practical. The parties must agree in writing to such extra charges, or, at Company's election, this agreement may be canceled or Company may refrain from performing the extra work.

7. DELAYS

The Company shall not be responsible for delays or inability to perform caused by events beyond the reasonable control of the Company, including, but not limited to: lack of availability of necessary supplies, labor or transportation, stormy and inclement weather, strikes, war acts of God, riots and government orders, restrictions, laws and regulations. Delays caused by the Client's failure to make the job site available shall likewise be an excusable delay. Delay time shall be added to the time for completion of Company's work by a fair and reasonable allowance. Any additional cost and expenses, including demurrage incurred as a consequence of any delay caused by non-availability of the job site to Company or its subcontractors or vendors shall be charged to the Client.

8. TERMINATION

This agreement may be terminated by the Client or the Company, without cause, provided that seven (7) days prior written notice of such termination is given. Client will pay all charges incurred up to the termination date. If Client terminates this agreement and any additional or further costs, expenses or charges incurred due to such termination, the Client will be responsible to pay all of such costs, expenses or charges.

9. PAYMENT

Payment is due net 30 days from the invoice date unless otherwise specified in the Proposal. Overdue payments will be charged interest at a rate of 1.5% per month on the outstanding invoice amount, or the maximum rate allowed by law, whichever is less. In the event any invoice is not paid on time, further work may be discontinued. Company's Price Schedule for all work for which a fixed price has not been agreed to, in writing, is subject to change upon 30 days written notice to Client.

10. MAXIMUM LIABILITY

Liability of the Company and its employees shall not exceed \$1,000,000 in the aggregate with respect to claims made by the Client and third party claims.

11. SEVERABILITY

If any portion of this agreement is found invalid or unenforceable, the remaining provisions shall remain in force between the parties.

12. ARBITRATION

All disputes arising under this agreement shall be subject to binding arbitration before the American Arbitration Association in Orange County, California, in accordance with the commercial rules of arbitration of such association. Any award of the arbitrator(s) may be entered and enforced as a judgment in any appropriate court of law.

13. TITLES AND HEADINGS

All title, section and paragraph headings in this agreement are for reference only and shall have no effect upon the terms and conditions set forth in this agreement.

14. NOTICES

Notices may be sent to either party or mailed by certified or registered mail. Any mailed notice shall be deemed given as the second day after mailing.

15. ENTIRE AGREEMENT

This agreement consists of these Terms and Conditions, the Company's Price Schedule and the Proposal. It can be modified only by further written agreement of both parties.

16. ATTORNEY FEES

In the event of any arbitration or litigation between the parties, the prevailing party shall be entitled to receive, in addition to any award from the arbitrators and/or court, its reasonable attorney fees and litigation/arbitration costs and expenses from the other party.

END OF TERMS AND CONTIONS

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 \$1,000,000 for each person and \$2,000,000 for each occurrence; property damage limits of \$500,000 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 \$1,000,000 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

DATE: September 4, 2012

TO: HONORABLE CITY COUNCIL
FROM: CITY ADMINISTRATOR
SUBJECT: REPORT ON RECREATIONAL VEHICLE PARKING

RECOMMENDATION:

The City Council will receive a report on Recreational Vehicle parking and provide appropriate direction to staff with respect thereto.

MOTION:

City Council discretion.

BACKGROUND AND DISCUSSION:

The Commerce Municipal Code (CMC) includes standards for Recreational Vehicle (RV) parking. RV parking has become a problem in some cities and typically the concerns associated with it include safety, sight impacts (line of sight), appearance, maintenance and interference with street sweeping. This report will outline the City's current standards and discuss some of the issues associated with RV parking.

Throughout Commerce, RVs are parked on City streets, in driveways, and in residential yard areas. Currently, the City of Commerce Municipal Code (CMC) does not have a definition for RVs. However, there are various sections of the CMC, as well as a Resolution of the City Council that address RVs. The City's existing standards include the following:

- Section 10.44.025 (Stopping, standing or parking in residential front and side yard setback areas prohibited) states, no person shall stop, stand or park a vehicle in any residentially zoned area, within the required front or side yard setback areas, except upon a paved driveway area, not exceeding twenty feet in width, established in accordance with Title 19, Zoning.
- Section 10.44.050 (Use of streets for storage of vehicles prohibited) states, no person who owns or has possession, custody or control of any vehicle shall park the vehicle upon any street or alley for more than a consecutive period of seventy-two hours.
- Section 10.44.145 (Parking of large vehicles) states, the parking of any vehicle having a gross weight of more than fourteen thousand pounds, a length of more than twenty-five feet, or a width of more than ninety-six inches in total outside width (vehicle or load, or a combination of both), laden or unladen, is prohibited except on any street listed in, and only during any hours specified in, a resolution of the city council adopted pursuant to the provisions of this section. The superintendent of streets shall place appropriate signs giving notice of this prohibition and of the streets and time periods where such parking is permitted by council resolution. This section shall not prohibit the parking of such vehicles while loading or unloading or used in the performance of a service on or to a property in the block in which such vehicle is parked for such time as is reasonably required to complete such loading, unloading, or service, nor shall it prohibit the parking of recreational vehicles which are privately owned and operated and not held for the purpose of sale or hire.

- Section 10.44.210 (All night parking prohibited—Exception) states, no person shall stop, stand or park a vehicle on any street for a period of time longer than thirty minutes between the hours of two a.m. and four a.m. of any day, provided that this section shall not apply to a vehicle of any regularly licensed physician when actually engaged in making professional calls.
- Section 19.07.070 (A and B) states, no motorized vehicle, either operable or inoperable, shall be permitted to be parked within any front yard area other than on a paved driveway leading directly to a garage or other approved vehicle parking area. Furthermore, no vehicle with a gross vehicular weight of ten thousand pounds or greater shall be parked on any portion of a lot within a residential zone. This restriction shall not apply to delivery, service, or similar vehicles providing temporary service.
- Section 19.19.030 (1) states, abandoned and inoperable automobiles, recreational vehicles, camper shells, or boats shall not be kept on the driveways of private property for more than seven (7) days.
- Resolution No. 99-32 states, on-street parking shall be prohibited between the hours of 2:00 a.m. and 6:00 a.m. on the following designated streets:
 1. East Village Drive
 2. Fairgrounds Street
 3. East Mission Way
 4. Plaza Street
 5. Entrada Street
 6. East Joaquin Court
 7. East Pueblo Court
 8. East Everington Street from Eastern Avenue to Plaza Street
 9. Schoolhouse Court

Many cities have parking standards specifically for RVs. These standards cover topics such as, but are not limited to, the duration a vehicle can be parked on a street, location of RV parking on a private property, permit requirements, and use of these vehicles. City staff has dealt with a number of issues related to RV parking and examples of some of some of the complaints received include the following:

- On-street RV parking interfering with traffic and street sweeping.
- On-street RV parking blocking views.
- People living in RVs.
- Unpermitted “hook ups” and waste from RVs being dumped onto streets.
- Rvs being parked in yard areas.
- Rvs encroaching onto public sidewalks.

PLANNING COMMISSION DISCUSSION:

On three separate occasions, the Planning Commission discussed this matter (6/23/10, 8/25/10 and 10/27/10). Commission discussion and comments focused on the following:

- The origin of this issue and the reasons behind dealing with this issue.
- The belief of some Commissioners that any fee associated with RV parking would be too burdensome on residents.
- The belief by some Commissioners that the City should be more permissive of RVs.
- Visual impacts created by on-street RV parking, such as at street corners.
- Creating a clear definition of Recreational Vehicles to ensure that vehicles such as standard passenger vans are not considered RVs.
- Allowing unlimited RV parking in driveways, as long as vehicles are maintained in good operating condition and vehicle registration is current.
- Eliminating the prohibition on overnight parking and allowing for on street parking for a period of 72 hours.
- Allowing for on-site parking in areas other than driveways, as long as the area is paved and the vehicle does not create a negative impact to a neighbor.
- Allowing for a temporary permit for on-street parking for guests. A 7-day maximum period per permit was proposed, with no limit to the number of permits that could be issued per year.
- Existing enforcement and the desire for increased enforcement throughout the City, including staff routinely checking vehicle registration.
- Receiving input from the Traffic Commission.
- Potentially increasing the maximum weight limit for vehicles parked on residential properties.
- Considering each case on its own merit.
- The use of alternative paving materials (for parking in areas other than driveways) such as “stepping stones”.

Residents also provided staff and the Planning Commission with feedback on this matter. The feedback from residents is summarized as follows:

- Larger issues, such as overcrowding, garage conversions, and dilapidated buildings should be addressed prior to dealing with RV parking.
- Vehicle vandalism has caused some to park their RVs on private property.
- If parking is restricted on City streets, owners should be able to park on their own properties.
- Paying for vehicle storage would make it difficult to maintain RVs and pay for vacations in them.
- On-street RV parking can create some visual impacts.

- On-street RV parking should not block any Americans with Disabilities Act (ADA) parking.
- More public notice for meetings is necessary.
- Commerce specific standards should be created and the City should not use other cities for comparison.
- The desire for a City owned and operated RV parking lot to be created
- Allowing for on-site RV parking if the vehicle is in good repair and not negatively impacting neighbors.
- Amending the City's existing standards is necessary due to their confusing nature.
- The secondary uses of RVs, such as for shelter during emergency situations.
- Verifying vehicle registration to ensure that nonresidents do not park on City streets is necessary.
- There is a need to focus on other parking issues.
- There is a need for consistent enforcement.
- Allowing for visiting RVs to park on City streets should be allowed.
- Crime and vandalism is forcing some residents to park RVs on private property.
- Some residents have made modifications to their properties in order accommodate on site RV parking.
- On-street RV parking should be permitted.
- Fees for off-site storage are too high.
- The City should allow for unlimited parking in driveways if no negative impacts or encroachments onto other properties are created.
- RV owners would see increases in insurance costs if required to park off-site, as opposed to on one's private property.

STAFF ANALYSIS/ISSUES:

Staff previously contacted a number of local cities to determine what sort of standards, if any, they had in place for RV parking. Feedback from 16 cities was obtained and is displayed in the table attached to this staff report. Based on the information gathered from other cities as well as previous discussions on this matter, there are a number of issues related to RV parking and ordinances regulating them. They include, but may not be limited to the following:

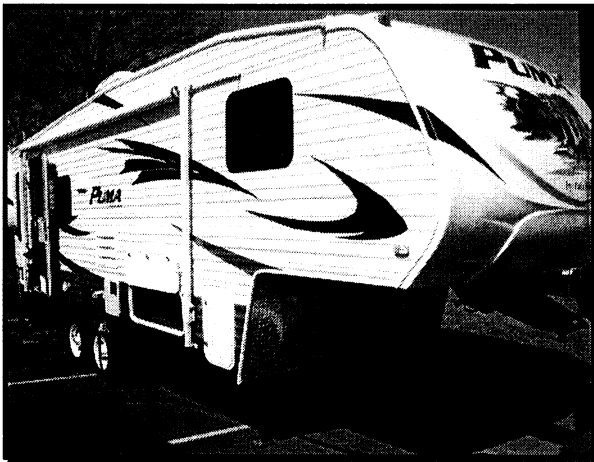
1. Current Standards
2. Defining RVs
3. Permissibility (Permitted or Not Permitted)

4. Permanent or Temporary Parking
5. Permit Requirements
6. On-Site Storage
7. Off-Site Storage
8. Size
9. Safety
10. Appearance/Maintenance
11. Impacts to on Street Parking

Below is some additional information on the issues listed above:

Current Standards

The Background/Discussion section of this report details the basic standards regulating RV parking in the City. For on-site parking, the current standards seem to limit RV parking only to driveway areas for no longer than 7 days (19.19.030) and no vehicle weighing 10,000 pounds or greater can be parked anywhere on a residential property. Examples of vehicles weighing approximately 10,000 pounds are shown below:



http://www.powersportsnetwork.com/powersportsdrimages/happytrailsrvs/AP1608407_1.jpg



<http://rvbasics.com/iv-press-release/Rachael-Ray-Fleetwood-Motorhome.html>

The City's current on-street parking standards seem to be contradictory in that Section 10.44.050 (Use of streets for storage of vehicles prohibited) states, no person who owns or has possession, custody or control of any vehicle shall park the vehicle upon any street or alley for more than a consecutive period of seventy-two hours. However, Section 10.44.210 (All night parking prohibited—Exception) states, no person shall stop, stand or park a vehicle on any street for a period of time longer than thirty minutes between the hours of two a.m. and four a.m. of any day, provided that this section shall not apply to a vehicle of any regularly licensed physician when actually engaged in making professional calls. Further, Section 10.44.145 (Parking of large vehicles) states, the parking of any vehicle having a gross weight of more than fourteen thousand pounds, a length of more than twenty-five feet, or a width of more than ninety-six inches in total outside width (vehicle or load, or a combination of both), laden or unladen, is prohibited except on any street listed in, and only during any hours specified in, a resolution. This section shall not prohibit the parking of such vehicles while loading or unloading or used in the performance of a service on or to a property in the block in which such vehicle is parked for such time as is reasonably required to complete such loading, unloading, or service, nor shall it prohibit the parking of recreational vehicles which are privately owned and operated and not held for the purpose of sale or hire.

Defining RVs

As stated earlier this report, the CMC does not include a definition of recreational vehicles. Moving forward, the City could consider creating a definition in order to ensure that vehicles such as standard passenger vans are not considered RVs.

Permissibility (Permitted or Not Permitted)

On residential properties, the CMC currently allows RVs to be parked only in driveway areas for a maximum of 7 days. The City's current standards for on-street parking appear to contradict one another, but the intent behind the standards seems to call for limiting on-street parking in some way. At minimum, the City should consider clarifying on-street parking policies.

Permanent or Temporary Parking

Of the cities that allow RV parking, only three (3) limit the time period one can be parked on a property. Huntington Park allows RV parking for no more than fourteen (14) continuous days within any 90 day period. Montebello only allows parking for two (2) consecutive days and Rosemead fourteen (14) days.

Permit Requirements

Only three (3) of the cities that permit RV parking require permits. Requiring a permit of some sort would allow City staff to track the number of RVs parked in the City and potentially generate some revenue (depending on whether or not a fee would be associated with the permit). However, with this could come a significant amount of additional responsibility. Staff would have to routinely monitor the RVs to insure they are parked in proper locations and that the time limit for parking has not expired. Currently, street parking enforcement within the City of Commerce is performed by the Los Angeles County Sheriff's Department and the City's Community Safety Specialists. In regards to private property, the CMC's parking standards are overseen by the City's Code Enforcement Division.

On-Site Storage

As stated, the CMC currently allows for temporary RV parking on private property within driveway areas. City's such as Cerritos, allow for permanent RV parking as long as the vehicle is parked in the rear yard, setback five (5) feet from any property line, and not visible from the public right-of-way. Other cities allow for similar parking situations, but also require the RV to be screened by a six (6) foot high fence or shrubs. Staff researched the possibility of implementing similar measures here in Commerce. However, it does not seem feasible to implement them due to the fact that cities such as Cerritos have minimum residential lot size requirements (5,000 square feet) that are at least 1,000 square feet greater than Commerce's (4,000 square feet). The additional square footage required in these cities allows for greater space on residential properties for things such as RV parking in rear yards, while being shielded from view of the public right-of-way.

Off-Site Storage

The CMC does allow for some storage options as set forth in Chapter 19.11. This Chapter sets forth the development standards and permitted uses for the City's Manufacturing zones. This chapter lists the dead storage of vehicles as a use that is either permitted by right or subject to conditional use permit (CUP) review in the M-2 zone (Heavy Industrial), depending on the site's distance from residential property. Generally speaking, if RV storage is proposed on a property within 1,000 feet of residential zone, approval of a CUP would be required. However, the following exceptions apply:

- Any user proposing to occupy an existing warehouse facility containing less than 35,000 square feet shall be exempt from the CUP requirement.
- Where a major road separates the project site from the nearest residential district and such separation is equal to or greater than 300 feet, no CUP shall be required.
- Where an active railroad right-of-way separates the project site from the nearest residential district and the director of community development determines that the project truck traffic will not circulate through the residential district, no CUP shall be required.

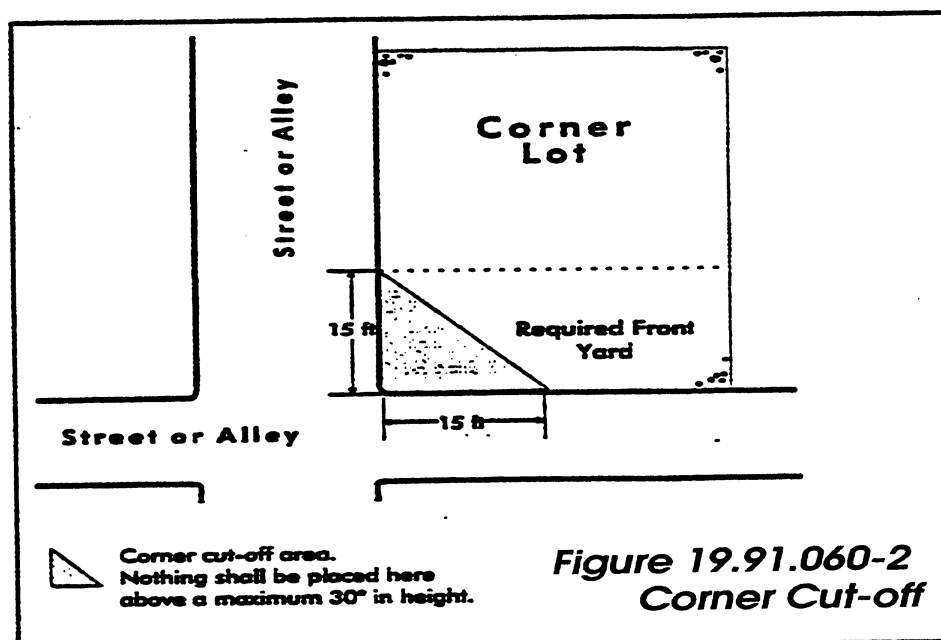
Approval of RV parking at an industrial site would also be predicated on the existing use not losing any of its required parking to make way for RV storage. For example, the property at 7400 East Slauson Avenue (GEHR Industries Inc.) has approval to allow for the storage of trucks, trailers and RVs. This business is in the M-2 zone and approval allows for a total of fifty-six (56) spaces to be dedicated to the vehicle parking.

Size

The CMC does not currently permit vehicles with a gross vehicular weight of 10,000 pounds or greater to be parked on any portion of a lot within a residential zone, as heavier vehicles can cause damage to streets, sidewalks, curbs and properties. The average weight for a compact vehicle, similar to a Honda Civic, is approximately 3,000 to 4,500 pounds. A mid-size car may weigh between 4,000 and 5,500 pounds and light duty trucks (SUVs, minivans, etc) may weigh somewhere between 5,000 and 7,000 pounds. In contrast, motorhomes in the eighteen (18) foot range typically weigh around 10,000 pounds.

Safety

RVs can impact the public health safety and welfare of the City's residents. For example, if RVs are parked on both sides of narrow streets, the area between them used for vehicle traffic may be limited. Parking at or near corners is also an area of concern, as RVs can block views of drivers and/or pedestrians. The CMC has a corner cut-off standard as shown below, but it does not pertain to vehicle parking:



If this same standard is applied to RVs, negative sight impacts at corners could be reduced.

In the past, staff has also received complaints related to individuals living in RVs as well as illegal “hook ups” and dumping of waste. These types of activities could potentially create hazardous situations for those individuals participating in them, as well as their neighbors, as the dumping of waste on properties or on City streets is prohibited.

Appearance/Maintenance

Generally, all properties are required to be maintained in an orderly manner. The City does not permit dilapidated vehicles to be stored in an unsightly manner on someone’s property. In regards to RVs, it is important that they remain in good working condition as the CMC currently allows them to be parked only on a temporary basis. Therefore, they must remain operable in order to be moved accordingly.

Impacts To On-Street Parking

Parking issues in the City were discussed by the Council at a recent meeting. The City’s development pattern has contributed to what some believe is a parking problem. Factors such as, but not limited to, larger family sizes, a greater reliance on automobiles, and garage conversions can impact on on-street parking. These factors can serve to limit the available space for vehicles to be parked on City streets. Combine these factors with others like RV parking, and the potential impact can be even greater. The size of RVs is typically greater than the average passenger vehicle and they therefore require more area to park. Plus, depending on where they are parked, they can limit one’s line of sight. Furthermore, as with any vehicle, if not moved in a timely manner they can interfere with regular street sweeping activities.

SUMMARY AND NEXT STEPS:

Staff is seeking direction from the City Council on this matter. Options could include direction to prepare a minor amendment to the City’s existing standards that could create an RV definition, eliminate inconsistencies related to on-street parking, and limit RV parking near street corners. Another option could include a study session with members of the Traffic and Planning Commissions.

FISCAL IMPACT:

None at this time.

Recommended by:


Alex Hamilton
Assistant Director of Community Development

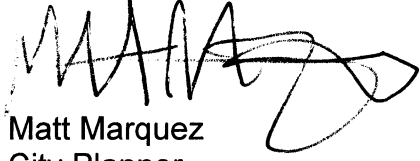
Respectfully submitted:


Jorge Rifa
City Administrator

Recommended by:

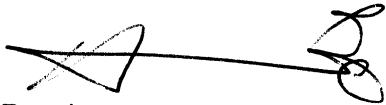

Loretta Gutierrez
Interim Director of Community Services

Prepared by:



Matt Marquez
City Planner

Fiscal impact reviewed by:



Vilko Domic
Director of Finance

Approved as to Form



Eduardo Olivo
City Attorney

CITY POLICIES ON RECREATIONAL VEHICLES

CITY	REGULATIONS/CONDITIONS					
	SETBACK	SIZE	LOCATION	MISCELLANEOUS/ NOTES	Other Parts of City	RV Storage
Cerritos				Screened by a 6' high fence.	• Not prohibited in code, but standard practice by staff is to prohibit them in non-residential areas.	RV owners have to find a private facility for RV storage.
Huntington Park			Driveway	<ul style="list-style-type: none"> • Not permitted within the front fifty percent of a parcel, or within the area between the front property line and the front of a residential building. • Inoperable motor vehicles may only be parked in an enclosed garage or be completely screened from the public or private properties. 	<ul style="list-style-type: none"> • RV parking is prohibited on the following streets: 5900-7100 block of Wilmington; 5900-7100 block of Alameda; 5900-6000 block of Regent; 5900-7100 Pacific Blvd.; 5900-7100 Miles/Soto; 5900-8000 State St.; 7200-8000 California Ave.; 6400-8000 Salt Lake Ave.; 1900-3000 E. Slauson Ave.; 1900-2700 Belgrave Ave.; 1900-3800 Randolph St.; 1900-2500 Clarendon Ave.; 1900-3600 Gage Ave.; 1900-2100 64th St.; 1900-2100 65th St.; 1900-2100 67th St.; 1900-3700 E. Florence Ave. • RV parking is also prohibited in all municipal parking lots and City Parks 	RV owners have to find a private facility for RV storage.
La Mesa	<ul style="list-style-type: none"> • At least 10' from the existing or planned face of curbs of adjacent streets, not beyond property line. • Must be located at least 10 feet from neighbor's door or window. 	<ul style="list-style-type: none"> • In no case shall a vehicle over 6' in height be located within 10' in any direction from a doorway or window of the habitable area of a dwelling unit located on an adjacent property and not beyond the property line. 	<ul style="list-style-type: none"> • In approved parking area anywhere on the property except within an access driveway or aisle to other parking • Not beyond the property line • Approximately 90° from the street. 	<ul style="list-style-type: none"> • Parking areas within 10' of an adjacent residential property shall provide a 6' (or 4' in the front setback) view-obscuring fence or wall, or dense landscaping, along such property line. • This requirement shall be waived when there is a driveway, parking area, or solid building wall on the adjacent property. • Recreational vehicles may not be stored within a required common driveway easement on panhandle or easement access lots. 	<ul style="list-style-type: none"> • Parking of a RV outside the approved space or on street is limited to 72 hours. • If you cannot store your RV in compliance with these regulations due to some unique characteristic of one's property, one may apply for a Community Development Director's determination if it can be demonstrated that a waiver of a portion of these regulations will not impact an adjoining property or cause a site distance problem. 	If RV cannot be stored in any of the designated areas, it will have to be stored at another location.
Lakewood			<ul style="list-style-type: none"> • Driveway leading to a detached garage at the rear of the property, provided that it does not encroach within 16' of the front property line. • Any such vehicle may be parked or stored in a driveway leading to an attached one or two-car garage, provided that it does not encroach into the public right-of-way, and that it is parked or stored in such a manner that it allows at least one off-street parking space on the driveway for a passenger automobile. 	<p>Ordinance No. 2007-2008. The parking or storage of motorized vehicles, trailers, or semi-trailers shall be restricted to those vehicles which are operable, licensed to be driven on the street, and registered to the property on which such vehicles are parked or stored, unless otherwise authorized by law.</p> <ul style="list-style-type: none"> • There shall not be a time limit on the parking or storage of any operable and licensed vehicle, in any location on residential properties where parking or storage is allowed. 	<ul style="list-style-type: none"> • There is no policy for off-street parking, and no restrictions. • In commercial areas it is up to commercial owners. • Public street parking do require a permit for temporary/unloading a duration of 4 hours is allowed for, 3 consecutive days, a 1 day gap, and a maximum of 52 days. • Out of town people need someone in town has to pull permit. 14 cons days , a 1 day gap, off street and a maximum of 30 days. 	Commercial RV storage yards.

CITY POLICIES ON RECREATIONAL VEHICLES

CITY	REGULATIONS/CONDITIONS					
	SETBACK	SIZE	LOCATION	MISCELLANEOUS/ NOTES	Other Parts of City	RV Storage
Long Beach		<ul style="list-style-type: none"> • Not exceed 7 tons in dry weight, 36' in length or 11 feet, 6 inches in (11'6") height, not including rooftop equipment. 	In any location in which passenger vehicles may be parked, stored or loaded, unless otherwise restricted.	<ul style="list-style-type: none"> • May be parked, stored or loaded in locations where passenger vehicles may not be parked, stored or loaded, provided no other location on the site ordinarily available to accommodate the recreational vehicle because access to those locations is blocked by a permanent building such as structural wall, an eave or roof. • These locations are: <ol style="list-style-type: none"> 1. In areas blocking access to required parking spaces, provided that the spaces being blocked are for a single-family dwelling only and the owner of the recreational vehicle resides in the dwelling; and 2. In the side yard setback area, provided that: <ol style="list-style-type: none"> a. the recreational vehicle is located as far as physically feasible from the side lot line, consistent with the requirements for light and ventilation into adjoining rooms. b. The RV is located as far to the rear of the lot as is physically consistent with maintaining access to the garage. 	<ul style="list-style-type: none"> • No formal policy for non-residential parking of RVs. However, they do prohibit oversized vehicle parking for more than 72 hours at a time on any public street. 	RV owners have to find a private facility for RV storage.
Monterey Park			Enclosed garage or side yard, rear yard or driveway provided it is hard-surfaced area and perpendicular to the street.	<ul style="list-style-type: none"> • For side/rear yard or driveway parking no part shall extend over the public sidewalk on any lawn or landscaped area. • It shall not be used for temporary or permanent dwelling purposes. • Not connected to sewer lines, water lines or electricity, not be used for storage of food, materials or equipment other than those items considered to be a part of the unit for its use. • Any separate access to a parking pad must be constructed of landscaped materials such as perforated ground blocks. 	<ul style="list-style-type: none"> • No formal policy on RVs in nonresidential areas, but standard practice by staff is to prohibit it in non-residential areas. • On private property, it is up to owners, but staff address issue if there is a complaint. 	RV owners have to find a private facility for RV storage.
Paramount			<ul style="list-style-type: none"> • Only on paved surface in rear of required front yard or rear of the property. • Not in the front setback area. 	Must be Screened.	<ul style="list-style-type: none"> • No person shall park or leave standing any recreational vehicle on any public street or right-of-way within the City, or on any City-owned off-street parking facility. • Recreational vehicles parked on private property shall comply with applicable development standards for the zone in which they are located, including parking location and proper screening. 	RV owners have to find a private facility for RV storage.
Pasadena			<ul style="list-style-type: none"> • Backyard or rear yard, but only on paved areas. • Driveway but cannot prevent access to garage. 	No permit is required for operational vehicles.	<ul style="list-style-type: none"> • In public right of way up to the discretion of the public works division. • For parking in commercial areas, subject to a temporary use permit and if it is for permanent parking subject to zoning requirements of district. 	RV owners have to find a private facility for RV storage.

CITY POLICIES ON RECREATIONAL VEHICLES

CITY	REGULATIONS/CONDITIONS					
	SETBACK	SIZE	LOCATION	MISCELLANEOUS/ NOTES	Other Parts of City	RV Storage
Montebello			The oversized vehicle is parked on the street immediately adjacent to the property upon which the person requesting the permit resides.	<p>Permit process for temporary parking permits for oversized vehicles.</p> <p>The police chief or his or her designee, shall issue a temporary parking permit to any resident of the city, for parking of an oversized vehicle that belongs to that resident, or a guest of the household in which such resident resides, provided the following conditions are met:</p> <p>A. The permit is obtained by a resident of the property where the oversized vehicle will be parked in accordance with this section.</p> <p>B. The oversized vehicle is parked on the street immediately adjacent to the property upon which the person requesting the permit resides.</p> <p>C. The duration of the permit shall not exceed forty-eight hours.</p> <p>D. Not more than four permits shall be issued for any specific oversized vehicle within any given calendar month. Permits may not be issued for consecutive periods, and there must be a minimum of forty-eight consecutive hours between the issuance of permits for a specific property or a specific oversized vehicle.</p> <p>E. The oversized vehicle shall not be used for overnight camping, lodging, residing in, or any use for accommodation purposes.</p> <p>F. The oversized vehicle shall not visibly block or obscure any existing safety or traffic control device and shall otherwise meet all other parking requirements for the street upon which it is parked.</p> <p>G. The police chief or his or her designee determines that the parking of the oversized vehicle would not create a public safety hazard. Such a determination may be made based on factors, including, without limitation, the size of the oversized vehicle, the configuration of the street or the location of any nearby trees, improvements or structures.</p> <p>(Ord. 2294 § 1 (part), 2006)</p>	<ul style="list-style-type: none"> • Prohibited on any public street, alley, or right-of-way in the city any oversized vehicle for a period longer than 4 consecutive hours. • If staff receives a complaint then issue is addressed. 	RV owners have to find a private facility for RV storage.

CITY POLICIES ON RECREATIONAL VEHICLES

CITY	REGULATIONS/CONDITIONS					
	SETBACK	SIZE	LOCATION	MISCELLANEOUS/ NOTES	Other Parts of City	RV Storage
Norwalk		Maximum width of 8', and a maximum length of 32'.	Front yard, side yard, corner lot rear yard, or in a yard clearly visible to a public right-of-way provided that vehicles are: (misc/notes box)	<p>A. Subject to the requirements of subsection B of this section, automobiles, buses, motor homes, motor trucks, vans, campers/camper shells mounted on a vehicle, camp trailers, boats on trailers, and tent trailers: 1. Fully operable, completely assembled, supported by inflated tires, and not supported by blocks, jacks or similar supports, except that such vehicles may be safely leveled to maintain the proper flow of propane or other gas to built-in appliances; 2. Currently registered for operation on public streets; 3. Owned or leased by residents of the premises; 4. Maintained clean and neat and not significantly damaged nor continuously under repair; 5. Not more than one and one-half ton load capacity if a motor truck; 6. Located entirely on the subject property with no overhang or encroachment permitted into (a) the public right-of-way, or (b) the area formed by a triangle bordered by five-foot segments of the side lot line and the street line as measured from the point of intersection of the side lot line and the street line if such side lot line is within five feet of a driveway or an approved parking space located on an adjacent lot; and 7. Parked or stored on an approved residential parking space or on an approved residential driveway.</p> <p>B. Subject to the requirements of subsection (A) of this section, recreational vehicles may be parked in a front or side yard if there is no access to the rear yard and no other approved location can be made available on the property for parking; and: 1. No more than one such vehicle or piece of equipment is located in a front or side yard; 2. Buses have a maximum capacity of no more than 18 adult persons; 3. Motor homes have a maximum width of 8 feet and a maximum length of 32 feet; 4. Unmounted campers are placed on dollies with lockable wheels and the lowest portion of such camper does not exceed a height of 12 inches above the ground and, at such height, cannot be located within the garage due to the limiting height of the garage door; 5. Any area used for parking or storing vehicles or equipment shall be paved with concrete or asphalt; 6. Site plan approval is obtained for any area, in excess of the residential driveway, to be used for parking vehicles or equipment; 7. Site plan approval is obtained for any orientation of the vehicles or equipment other than perpendicular to the street that abuts the front lot line; and 8. No portion of any vehicle or equipment is located on that part of a corner lot within a front or side yard and between the driveway and the property line nearest to the driveway.</p> <p>C. Recreational vehicles may be parked in a required rear yard or on any other portion of a property, if such portion is not otherwise regulated by this Section 10.08.120; provided that: 1. The equipment or vehicles are owned or leased by residents of the premises; 2. The equipment or vehicles are maintained clean and neat and not significantly damaged nor continuously under repair; 3. Motor trucks have not more than a one and one-half ton load capacity; 4. The equipment or vehicles are located entirely on the subject property; and 6. Unmounted campers/camper shells are placed on blocks, jacks or similar supports and the lowest portion of such camper does not exceed a height of twelve (12) inches above the ground.</p>	* Must be screened or subject to Precise Development Plan approval by the Planning Commission.	RV owners have to find a private facility for RV storage.

CITY POLICIES ON RECREATIONAL VEHICLES

CITY	REGULATIONS/CONDITIONS					
	SETBACK	SIZE	LOCATION	MISCELLANEOUS/ NOTES	Other Parts of City	RV Storage
Pico Rivera	Minimum 20' from front property line.		Driveway or Garage and not within 20' of property line.	"Driveway" means a paved area providing vehicular access from a public street or alley leading or adjacent to parking required by Chapter Eighteen.	<ul style="list-style-type: none"> Standard practice by staff is to prohibit RV parking in non-residential areas. Vehicles over 6' are allowed in some commercial areas (policy made to provide flexibility for truck parking). Parking of vehicles over 6 feet in other areas is subject to city council approval. 	RV owners have to find a private facility for RV storage.
Rosemead				<ul style="list-style-type: none"> Shall not be used for living purposes. A temporary, non-fee permit is required, not to exceed two weeks in any six months for use by the owner of the property or invited guests. A residential travel trailer in code refers to recreational vehicle. 	<ul style="list-style-type: none"> A residential travel trailer maybe stored, provided it is not visible from the street. At no time used for living or business purposes. A nonresidential trailer may be used for a year maximum as a temporary office. All nonresidential trailers shall be architecturally compatible with surrounding buildings and lifted with appropriate skirting, landscaping, and other screening devices. 	RV owners have to find a private facility for RV storage.
Santa Fe Springs		No vehicle over 40' is allowed.		<ul style="list-style-type: none"> No vehicle that exceeds twenty-three feet in length or eighty inches in width shall stop, stand or park on any street within a residentially zoned area for a period of time longer than 30 minutes between the hours of 2:00 am and 4:00 am of any day. City Planner is working on ordinance to address hours, habitation, and temporary parking of recreational vehicles. City tried to adopt an ordinance but not well received politically. 	<ul style="list-style-type: none"> Not allowed to park in shopping centers, or on street per code. If there is extra parking it is allowed in commercial centers, but dependent on the percentage of open space for parking and subject to conditional use permit. 	RV owners have to find a private RV storage facility for storage.
South Gate	---	---	---	No	No	RV owners have to find a private facility for RV storage.
Downey			Driveway area within the front yard or street side yard area; provided vehicular access to a required garage or carport is not obstructed by such vehicles.	<ul style="list-style-type: none"> Recreational Vehicles require a valid license and being in an operable condition. Self-propelled and other types of recreational vehicles may be parked or stored on a lot behind the front yard or street side yard area provided vehicular access to a required garage or carport is not obstructed by such vehicles, the vehicles are not parked within a side setback, and they are not parked within five (5) feet of any window or door of a habitable structure. The use of recreational vehicle covers is permitted; however, the covers shall be kept in a well-maintained condition. Vehicular access to a required garage or carport means that the garage is fully accessible by a vehicle, without requiring movement of the recreational vehicle. 	It is not referred in the code, so it is not allowed.	RV owners have to find a private facility for RV storage.

CITY POLICIES ON RECREATIONAL VEHICLES

CITY	REGULATIONS/CONDITIONS					
	SETBACK	SIZE	LOCATION	MISCELLANEOUS/ NOTES	Other Parts of City	RV Storage
Bell Gardens			Driveway or Garage or Carport	<ul style="list-style-type: none"> • Cannot be stored within the front yard parcel of land used for residential purposes. • No person in possession of land used for residential purposes shall permit another person to so park or store such vehicles thereon. 	<ul style="list-style-type: none"> • No person shall place on [public streets, driveways, parks] any vehicle upon such property permanently or temporarily including [recreational vehicle], which is required to be licensed pursuant to the provisions of the Vehicle Code of the state and which is used for the purpose of allowing one or more persons to reside therein, permanently or temporarily. • No person shall park on any residentially zoned property any vehicle, truck, or special equipment vehicle or combination or motor vehicles used in commerce to transport property or passengers that has a weight rating capacity of more than 10,000 pounds. 	RV owners have to find a private facility for RV storage.

Downey

Recreational vehicle" shall mean a camp car, truck pickup camper, truck-mounted camper, converted bus or van, motor home, travel trailer, or tent trailer designed for human habitation for recreational or emergency occupancy, with a living area of less than three hundred twenty (320) square feet, excluding built-in equipment, such as wardrobes, closets, cabinets, kitchen units, baths, toilet rooms, and driver's areas, which vehicle may be moved upon the public highway without a special permit or chauffeur's license. For the purposes of this section "recreational vehicle" shall not include boats, boat trailers, dune buggies, and off-road vehicles.

Montebello

"Recreational vehicle" shall be defined as a motor home, slide-in camper, travel trailer, truck camper, or camping trailer, with or without motive power, designed for human habitation for recreational or emergency occupancy. Recreational vehicle shall also include: camping trailer, motor home, slide-in camper, travel trailer.



AGENDA REPORT

DATE: September 4, 2012

TO: Honorable City Council
FROM: City Administrator
SUBJECT: Commission Appointment

RECOMMENDATION:

Make the appropriate appointment.

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 at this time, with all terms to expire March 19, 2013, unless otherwise indicated:

Education Commission

Councilmember Aguilar

FISCAL IMPACT:

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

Recommended by:

Linda Kay Olivieri
City Clerk

Respectfully submitted,

Jorge J. Rifá
City Administrator

Prepared By:

Angie Verdin
Senior Office Assistant