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**AGENDA FOR THE CONCURRENT REGULAR MEETINGS OF
THE CITY COUNCIL OF THE CITY OF COMMERCE AND
THE COMMERCE COMMUNITY DEVELOPMENT COMMISSION
COUNCIL CHAMBERS
5655 JILLSON STREET, COMMERCE, CALIFORNIA**

TUESDAY, SEPTEMBER 20, 2011 – 6:30 P.M.

CALL TO ORDER

Mayor/Chairperson Aguilar

PLEDGE OF ALLEGIANCE

Jim Jimenez
Director of Parks & Recreation

INVOCATION

Mayor Pro Tempore/Vice Chairperson
Baca Del Rio

ROLL CALL

City Clerk Olivieri

APPEARANCES AND PRESENTATIONS

1. **Presentation – 2011 Annual Beautification Committee Awards**

The **City Council** will present the 2011 Annual Beautification Awards for "Home of the Year" and "Industry of the Year".

2. **Acknowledgement of City's First-Time Homebuyer Program Participants**

At the request of Vice Chairperson Baca Del Rio, the **Commission** will acknowledge the successful participation of the First-Time Homebuyer Program applicants for fiscal year 2010-2011.

3. **Recognition of Retiring City Employees**

At the request of Mayor Pro Tempore Baca Del Rio, the **City Council** will recognize the nine City employees, who opted to retire as of September 29, 2011, under the City of Commerce PARS Supplemental Retirement Plan, for their service to the City.

PUBLIC COMMENT

Citizens wishing to address the City Council/Commission 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/Commission 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/Commission may, in their discretion, allow citizen participation on a specific item on the agenda at

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the time the item is considered by the City Council/Commission. Request to address City Council/Commission cards are provided by the City Clerk/Assistant Secretary. If you wish to address the City Council/Commission at this time, please complete a speaker's card and give it to the City Clerk/Assistant Secretary prior to commencement of the City Council/Commission meeting. 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/COMMISSION 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/Commissioner 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 Commission** will consider for approval, respectively, the minutes of the Adjourned Special Meeting of Tuesday, September 6, 2011, held at 4:30 p.m. [Council only] and Concurrent Regular Meetings of Tuesday, September 6, 2011, held at 6:30 p.m.

5. Approval of Warrant Registers No. 26 and No. 6

The **City Council and Commission** will consider for approval, respectively, the bills and claims set forth in Warrant Registers No. 26A, dated September 19, 2011; No. 6A, dated September 20, 2011, and No. 6B, for the period September 7, 2011, to September 15, 2011.

6. Commendations – City Retirees

The **City Council** will consider for approval Commendations honoring the following retiring City employees, who have met the mandatory qualifying criteria requirements for participation under the City of Commerce PARS Supplemental Retirement Plan and have voluntarily opted to retire from the City: Robert Chavez (Safety & Community Services Department), Mark Cutting (Safety & Community Services Department), Evelyn Fullmore (Library Department), Martha Philippoff (Library Department), Carol Ann Eula (Library Department), Sandra Enriquez (Parks & Recreation Department), Jim Jimenez (Parks & Recreation Department), Martha Urrea (Library Department) and Brian Wolfson (City Administration, Public Information Division).

7. Donation of Automated License Plate Recognition (“ALPR”) System to Los Angeles County Sheriff’s Department for Maintenance Purposes

The **City Council** will consider donating the Automated License Plate Recognition (“ALPR”) System, purchased by the City in late 2007, to the Los Angeles County Sheriff’s Department for maintenance purposes. The ALPR System was installed in a Sheriff’s patrol vehicle assigned to 24-hour coverage in the City. Upon donation of the system, the Sheriff’s

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Department will take full responsibility for all costs related thereto, including, but not limited to, warranty, service and software upgrades. The City will not incur any costs related to the system.

8. Approval of, and Authorization to Issue, Request for Proposal (RFP) for Cash Contract No. 1110 – Interior and Exterior Painting of City of Commerce Transportation Services Center

The **City Council** will consider for approval, the Request for Proposal for Cash Contract No. 1110 – Interior and Exterior Painting of City of Commerce Transportation Services Center, as prepared by staff; and authorizing the Community Development Department to advertise for proposals and designate Thursday, October 27, 2011, at 2:00 p.m., as the proposal opening date.

9. Approval of, and Authorization to Issue, Request for Proposal (RFP) – Cash Contract No. 1112 – Bristow Park Security Cameras

The **City Council** will consider for approval the Request of Proposal (RFP) for Cash Contract No. 1112 – Bristow Park Security Cameras, as prepared by staff for the installation of additional security cameras in various outdoor locations at Bristow Park, and authorizing the Parks & Recreation Department to advertise for proposals and designate Thursday, October 27, 2011, at 1:00 p.m. as the proposal opening date.

10. Approval of Revised Policy and Procedures for Installation of On-Street Physically Challenged Accessible Spaces

The **City Council** will consider for approval the revised Policy and Procedures for the Installation of On-street Physically Challenged Accessible Spaces, as requested and approved by the Traffic Commission at its meeting of July 6, 2011.

11. AB 1X 26 Requirement That Commerce Community Development Commission Prepare and Submit Recognized Obligation Payment Schedule by September 30, 2011

As part of the 2011-12 State budget bill, the California Legislature enacted, and the Governor signed, companion bills, Assembly Bill 1X 26 (“AB 26”) and Assembly Bill 1X 27 (“AB 27”), requiring that each redevelopment agency in the State be dissolved unless the community that created it enacts an ordinance committing it to making certain payments.

The City Council determined that it would proceed under the AB 27 Voluntary Alternative Program and approved the required Ordinance on August 16, 2011. On August 24, 2011, the Commission approved an Enforceable Obligations Payment Schedule (“EOPS”), as required under California Health and Safety Code §34169, which is contained in AB 26. The EOPS was filed with the State before the August 28, 2011 deadline and identifies the Commission’s obligations from the end of August 2011, through December 31, 2011.

Health and Safety Code §34169 (h) also requires that the Commission adopt and submit a Recognized Obligation Payment Schedule (“ROPS”) by September 30, 2011. Under the law, it appears that the ROPS will require a summary of the same information required in EOPS and a more detailed schedule of the actual payments that will be made for the obligations set forth in the EOPS through December 31, 2011.

The **Commission** will consider authorizing staff to prepare and submit the required Recognized Obligation Payment Schedule prior to the September 30, 2011, deadline.

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12. A Resolution of the City Council of the City of Commerce, California, Approving a Representation and Fee Agreement Letter and Informed Consent of Waiver of Conflicts of Interest With the Law Firm of Rutan & Tucker, LLP

As part of the 2011-12 State budget bill, the California Legislature enacted, and the Governor signed, companion bills, Assembly Bill 1X 26 ("AB 26") and Assembly Bill 1X 27 ("AB 27"), requiring that each redevelopment agency in the State be dissolved unless the community that created it enacts an ordinance committing it to making certain payments. An action challenging the constitutionality of AB 26 and AB 27 has been filed in the California Supreme Court on behalf of cities, counties and redevelopment agencies throughout the State.

The City of Commerce has also been approached by a consortium of cities, including the City of Cerritos, who have decided to consider additional litigation that will address some more specific issues confronting the consortium cities as a result of the passage of AB 26 and AB 27. The consortium cities have agreed to utilize the law firm of Rutan & Tucker, LLP to represent the cities in such matter(s).

The **City Council** will consider for approval and adoption a proposed Resolution approving a Representation and Fee Agreement Letter and Informed Consent of Waiver of Conflicts of Interest with the law firm of Rutan & Tucker, LLP, for legal representation as outlined above.

13. A Resolution of the City Council of the City of Commerce, California, Amending Resolution No. 93-7 and the Personnel Policies and Procedures, dated February 3, 1993, Relating to Absenteeism and Job Abandonment

The **City Council** will consider for approval and adoption a proposed Resolution amending Resolution No. 93-7 and the Personnel Policies and Procedures, dated February 3, 1993, adopting the revised Absenteeism Policy III-8 and revised Job Abandonment Policy III-9 and authorizing the City Administrator and the Director of Human Resources to execute the revised policies.

14. A Resolution of the City Council of the City of Commerce, California, Approving a Tow Agreement With Bob's Tow Company for Collection of Impound Service Fees

The **City Council** will consider approval and adoption a proposed Resolution approving an agreement with Bob's Tow Company for the collection of vehicle impound service fees for vehicles impounded within the City limits. The towing company was added to the Los Angeles County Sheriff's Department's tow company rotation list and has now been authorized to tow vehicles within the City limits for approximately one month. Currently, the City does not have an executed agreement with Bob's Tow Company for the collection of impound service fees.

15. A Resolution of the City Council of the City of Commerce, California, Authorizing the City Clerk to Set the Time, Date and Place for a Public Hearing for the Vacation of a Portion of Sheila Street From Arrowmill Avenue Westerly Approximately 573 Feet to the Terminus of Said Sheila Street

The City received a request for the Burlington Northern & Santa Fe Railway Company to vacate Sheila Street west of Arrowmill Avenue to its current terminus. At its May 25, 2011, meeting, the Planning Commission found the proposed vacation to be in conformity with the applicable policies of the General Plan, as required by Government Code §65402.

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The **City Council** will consider for approval and adoption a proposed Resolution authorizing the City Clerk to set the time, date and place for a public hearing to consider the proposed vacation of a portion of Sheila Street from Arrowmill Avenue westerly approximately 573 feet to the terminus of Sheila Street.

16. A Resolution of the City Council of the City of Commerce, California, Approving the Second Amendment to the City of Commerce PARS Supplementary Retirement Plan

At its June 21, 2011, regular meeting, the City Council approved Resolution No. 11-46 authorizing a Supplemental Retirement Plan (SRP) with the Public Agency Retirement Services ("PARS"). Such action was conditioned on the requirement that the SRP must meet the immediate and future fiscal, managerial and operational goals of the City. On September 6, 2011, the City Council considered the adoption of the SRP, including the employee eligibility requirements for this discretionary program and the number of interested and potentially eligible employees, and proceeded to adopt Resolution No. 11-72, which established eligibility criteria.

The City Council's action on September 6, 2011, requires an additional amendment to the SRP. The proposed Second Amendment sets forth the eligibility requirements for the SRP, time for commencement of benefits and the amount of the retirement benefit.

The City Council will consider for approval and adoption a proposed Resolution approving the Second Amendment to the City of Commerce PARS Supplementary Retirement Plan.

SCHEDULED MATTERS

17. Review of Draft Plans and Specifications for Cash Contract No. 1109 – Central Library, City Hall & Senior Center Plaza Improvements Project

The **City Council** will consider for approval the draft plans and specifications for Cash Contract No. 1109 – Central Library, City Hall & Senior Center Plaza Improvements Project, as prepared by Adrian Gaus Architects, Inc., and direct the design team to continue finalizing the plans and specifications, or the City Council may, at its discretion and as deemed appropriate, direct staff to proceed with an alternative direction, which may include placing the project on hold indefinitely or until further notice, reducing the project scope of work to include only aesthetic improvements or holding future workshops with the City Council and community to explore potential changes, including reductions, in the project scope.

18. Award of Cash Contract No. 1102 – Street Sweeping Services and Other Matters Related Thereto

The **City Council** will consider, and take the appropriate action as deemed necessary with respect to, awarding Cash Contract No. 1102, Street Sweeping Services and other matters related thereto. Options to be considered include, but are not limited to, rejecting all bids and starting the Request for Proposal ("RFP") process anew; awarding a three-year contract with an additional two-year option extension to Nationwide Environmental Services, based on the company's unsolicited proposal to provide additional sweeping services in the industrial area and alleyways on a weekly basis, which is consistent with the City's RFP; providing all bidders with the same opportunity to submit a proposal with additional services, as was provided to R.F. Dickson Company, Inc. and Nationwide, or providing further direction, at its discretion, with respect to street sweeping services for the City.

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19. Approval of Plans and Specifications for Cash Contract No. 1113 – State-funded Project No. SR2SL-5362(013) Safe Route to School Improvements, and Other Matters Related Thereto

The **City Council** will consider for approval the Plans and Specifications for Cash Contract No. 1113 – State-funded Project No. SR2SL-5362(013) Safe Route to School Improvements, as prepared by Elie Farah, Inc.; finding the proposed project categorically exempt pursuant to the State Guidelines for Implementation of the California Environmental Quality Act, and authorizing the Community Development Department to advertise for sealed bids and designate Thursday, October 27, 2011, at 3:00 p.m., as the bid opening date.

20. Green Policy/Green Zones Discussion, Including Issues and Next Steps

The **City Council** will consider for receipt and filing a report from staff, directing staff to convene a workshop by and between the City Council, Planning Commission, Environmental Justice Advisory Task Force and Commerce Industrial Council, and providing additional direction as deemed appropriate, on a Green Policy/Green Zones concept.

21. Digital Electronic Sign Displays – Scheduling of Workshop

The **City Council** will consider scheduling a workshop on digital electronic sign displays for Tuesday, October 25, 2011.

22. City Commission and Committee Appointments

The **City Council** will make the appropriate appointments to the following City Commission and Committees: Education Commission, Beautification Committee and Housing Committee.

ORDINANCES AND RESOLUTIONS

23. An Ordinance of the City Council of the City of Commerce, California, Amending Title 19 (“Zoning”) of the Commerce Municipal Code, Table 19.11.030 (5. Transportation-related Uses, Notes and Exceptions) – Second Reading

The Commerce Municipal Code currently fails to provide the City with the ability to require a Conditional Use Permit (CUP) for most warehouse projects. The requirement of a CUP for large warehouse structure projects will provide the City with more oversight and enable it to be better prepared to identify, consider and assure the mitigation of adverse impacts that may be caused to the surrounding community.

The **City Council** will consider for approval and adoption a proposed Ordinance amending Title 19 (“Zoning”) of the Commerce Municipal Code, Table 19.11.030 (5. Transportation-related Uses, Notes and Exceptions).

The proposed Ordinance was approved for first reading on August 16, 2011. The second reading of the proposed Ordinance was continued on September 6, 2011.

Staff is requesting that the City Council again continue the second reading until Tuesday, October 4, 2011.

PUBLIC HEARINGS

CIP PROGRESS REPORT

LEGISLATIVE UPDATE

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24. Report on Pending Legislation

The **City Council and Commission** will receive an update on, and provide the appropriate direction as deemed necessary with respect to, legislative items of concern to the City and Commission.

I-710 LOCAL ADVISORY COMMITTEE UPDATE

RECESS TO CLOSED SESSION

ADJOURNMENT

Adjourn in memory of Elaine Kirchner, longtime member of the Montebello-Commerce YMCA Board of Managers; Olga Flores, longtime Commerce resident and former City employee; Maria Del Carmen Duarte, mother of City employee Samuel Duarte; Janis Ann Leyden, mother of City employee Darryl Leyden; Manuel Alvarez, father-in-law of City employee Martha Alvarez; Mike Mace, brother of City employee Brendan Mace, and Henry Harkema, former City of Paramount Councilmember and former Greater Los Angeles County Vector Control District board member, who just recently celebrated his 100th birthday.

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



AGENDA REPORT

MEETING DATE: SEPTEMBER 20, 2011

TO: HONORABLE CITY COUNCIL

FROM: CITY ADMINISTRATOR

SUBJECT: PRESENTATION-2011 ANNUAL BEAUTIFICATION COMMITTEE AWARDS

RECOMMENDATION:

Present the Beautification Awards for the 2011 Home of the Year and Industry of the Year.

MOTION:

Move to approve the recommendation.

BACKGROUND:

The Beautification Committee annually selects and awards a residential property for "Home of the Year" and an industrial/commercial property for "Industry of the Year" for their outstanding efforts in maintaining the beauty of the City.

ANALYSIS:

Recipients are as follows:

"Home of the Year" Beautification Award Winner
Ricardo & Rosalba Reyes
2241 Strong Avenue
Commerce, CA 90040

"Industry of the Year" Beautification Award Winner
Zemarc Corporation
6431 Flotilla Street
Commerce, CA 90040

FISCAL IMPACT:

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

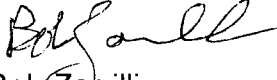
RELATIONSHIP TO 2011 STRATEGIC GOALS:

This agenda item relates to the 2011 strategic planning goal: "*Protect and Enhance Quality of Life in the City of Commerce.*" This program is consistent with the objective on increasing the effectiveness of the Keep Commerce Beautiful Committee by encouraging property owners to enhance their property thus keeping up the value of homes in Commerce.

Respectfully submitted,


Jorge Rifa
City Administrator

Recommended by:



Bob Zarrilli
Director of Community Development

Prepared by:

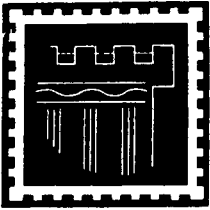


Alex Hamilton
Assistant Director of Community Development

Approved as to Form:



Eduardo Olivo
City Attorney



COMMERCE
COMMUNITY
DEVELOPMENT
COMMISSION

This item was requested by
Vice Chairperson Baca Del Rio

AGENDA REPORT

DATE: September 20, 2011

TO: HONORABLE COMMUNITY DEVELOPMENT COMMISSION
FROM: EXECUTIVE DIRECTOR
SUBJECT: ACKNOWLEDGEMENT OF THE CITY'S FIRST-TIME HOMEBUYER PROGRAM PARTICIPANTS

RECOMMENDATION:

Acknowledge the successful participation of the First-Time Homebuyer Program applicants for fiscal year 2010-2011.

BACKGROUND:

On June 15, 2010, the Commission approved the program guidelines, procedures and agreements to implement the City's First-Time Homebuyer Program. The Program provides assistance to low and moderate income households with housing opportunities and ensures the most efficient expenditure of Housing Funds and the production of affordable housing units as required by Section 33334.3, 33334.2, and 33413 of the Health and Safety Code of the California Redevelopment Law ("Law"). With the adoption of the Program, eligible housing production will be counted towards the Commission's housing obligations, specifically under the State's reporting requirements for restricted units counted annually under the Assembly Bill 987 (AB987) requirements.

The FTHB offers up to \$150,000 in downpayment assistance to qualified homebuyers. Assistance from the Commission will allow for the expansion of its affordable housing inventory by utilizing the existing housing stock in the community. The First-Time Homebuyer Program is targeted to both **Moderate-** and **Lower-income** (Up to 120% of Area Median Income) households. A 45 year affordability covenant is also required as part of the Program.

For Fiscal Year 2010-2011 the City received 19 eligible applications that participated in a lottery held on February 15, 2011, where 4 applicants were selected. The winners, Mario Coronel, Laura Miranda, Luis Mendez, and Myrna and Daniel Escobar, were all able to purchase a home before the June 30, 2011 deadline. At Council's request, staff has invited these new home owners to acknowledge and to congratulate them on the purchase of their first home. The participants purchased homes in the following neighborhoods:

Myrna and Daniel Escobar – The Village
Luis Manuel Mendez – Rosewood
Mario Coronel – Rosewood
Laura Miranda – Rosini

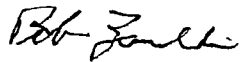
FISCAL IMPACT:

There is no fiscal impact associated with this action. Funding for the program was approved in Fiscal Year 10/11 Budget in the amount of **\$ 600,000.00**. With the successful close of escrow on the four cases mentioned above, the Commission has spent **\$ 543,705.31** to date to gain four affordable housing units.

RELATIONSHIP TO THE 2011 STRATEGIC GOALS:

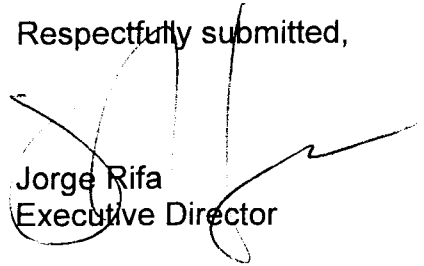
The proposed housing program activities are consistent with goals and objectives to alleviate physical blight and enhance the Quality of Life in the City of Commerce. This Program has the enthusiastic support of the Council and is an important Program for our affordable housing objectives.

Recommended by:



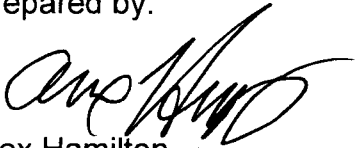
Bob Zarrilli
Director of Community Development

Respectfully submitted,



Jorge Rifa
Executive Director

Prepared by:



Alex Hamilton
Assistant Director of Community Development

Reviewed by:



Vilko Domic
Director of Finance

Approved as to Form



Eduardo Olivo
Commission Counsel



AGENDA REPORT

MEETING DATE: September 20, 2011

TO: HONORABLE CITY COUNCIL
FROM: CITY ADMINISTRATOR
SUBJECT: RECOGNITION OF RETIRING EMPLOYEES

RECOMMENDATION:

Acknowledge and present plaques to nine (9) retiring city employees in recognition of their dedicated services to the City of Commerce.

MOTION:

Move to approve the recommendation.

BACKGROUND:

The City annually recognizes retiring City employees. At the request of Mayor Pro Tem Baca Del Rio, nine (9) city employees who opted to retire as of September 29, 2011 under the City of Commerce PARS Supplemental Retirement Plan will be publicly recognized for their services to the City of Commerce.

ANALYSIS:

Nine (9) City of Commerce employees who have met the mandatory qualifying criteria requirements under the City of Commerce PARS Supplemental Retirement Plan have voluntarily opted to retire from the City of Commerce. The City of Commerce PARS Supplemental Retirement Plan was implemented and adopted by the City Council on September 6, 2011. The retiring employees are Robert Chavez (Safety & Community Services Department), Mark Cutting (Safety & Community Services Department), Evelyn Fullmore (Library Department), Martha Philippoff (Library Department), Carol Eula (Library Department), Sandra Enriquez (Parks & Recreation Department), Jim Jimenez (Parks & Recreation Department), Martha Urrea (Library Department) and Brian Wolfson (City Administration – Public Information Division).

Recognition plaques will be presented to the employees at the Council meeting.

BUDGET IMPACT:

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

Recommended by,



Teresa McAllister
Director of Human Resources

Respectfully submitted,



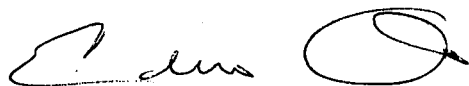
Jorge Rifa
City Administrator

Budget Impact Reviewed by:



Vilko Domic
Director of Finance

Approved as to Form:



Eduardo Olivo
City Attorney



AGENDA REPORT

MEETING DATE: September 20, 2011

TO: HONORABLE CITY COUNCIL

FROM: CITY ADMINISTRATOR

SUBJECT: RETIREE COMMENDATIONS

RECOMMENDATION:

Approve Retirement Commendations for nine (9) retiring city employees.

MOTION:

Move to approve the recommendation.

BACKGROUND:

The City annually approves Commendations for retiring City employees. This is the appropriate time to approve Commendations for the nine (9) employees who are retiring in the year 2011 under the City of Commerce PARS Supplemental Retirement Plan.

ANALYSIS:

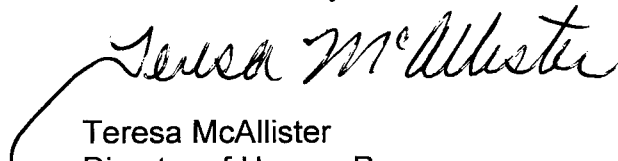
Nine (9) City of Commerce employees who have met the mandatory qualifying criteria requirements under the City of Commerce PARS Supplemental Retirement Plan have voluntarily opted to retire from the City of Commerce. The City of Commerce PARS Supplemental Retirement Plan was implemented and adopted by the City Council on September 6, 2011. The retiring employees are Robert Chavez (Safety & Community Services Department), Mark Cutting (Safety & Community Services Department), Evelyn Fullmore (Library Department), Martha Philippoff (Library Department), Carol Eula (Library Department), Sandra Enriquez (Parks & Recreation Department), Jim Jimenez (Parks & Recreation Department), Martha Urrea (Library Department) and Brian Wolfson (City Administration – Public Information Division).

The Commendations will be presented during the employee's scheduled recognition events.

BUDGET IMPACT:

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


Recommended by,


Teresa McAllister
Director of Human Resources


Respectfully submitted,


Jorge Rifa
City Administrator

Budget Impact Reviewed by:


Vilko Domic
Director of Finance

Approved as to Form:


Eduardo Olivo
City Attorney



AGENDA REPORT

Date: September 20, 2011

TO: HONORABLE CITY COUNCIL

FROM: CITY ADMINISTRATOR

SUBJECT: DONATION TO THE LOS ANGELES COUNTY SHERIFF'S DEPARTMENT OF THE PREVIOUSLY PURCHASED AUTOMATED LICENSE PLATE RECOGNITION SYSTEM

RECOMMENDATION:

That the City Council authorizes a donation to the Los Angeles County Sheriff's Department of the previously purchased Automated License Plate Recognition System.

MOTION:

Move to approve the recommendation.

BACKGROUND:

At its meeting of November 20, 2007, the City Council authorized the purchase of an Automated License Plate Recognition (ALPR) System to be installed in a Sheriff's patrol vehicle assigned to 24-hour coverage in the City of Commerce. The system has since been installed in the vehicle and is being utilized by the Sheriff's Department. It has proven to be extremely useful in solving crimes and addressing criminal acts.

The Sheriff's Department has requested that the City donate to them the previously purchased ALPR System. Upon donating the system, the Sheriff's Department will take full responsibility for all costs related to the ALPR System including, but not limited to, warranty, service, and software upgrades. The City will not incur any costs related to this system.

If the City wishes to purchase additional ALPR Systems in the future, it will be considered a "line item" on the service contract between the City and the L.A. County Sheriff's Department.

ANALYSIS:

It will be beneficial for the City to donate the previously purchased ALPR System that is currently installed in a Sheriff's vehicle. By doing so, the City will no longer be responsible for any costs related to the system and will still continue to benefit from its use while the Sheriff's unit is patrolling the City.

FISCAL IMPACT:

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

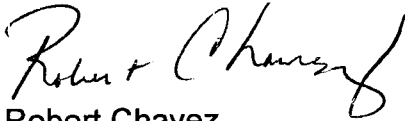
RELATIONSHIP TO 2009 STRATEGIC GOALS:

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

Respectfully submitted,



Jorge J. Rifa
City Administrator

Recommended by,



Robert Chavez
Director of Safety and Community Services

Reviewed by:


Vilko Domic
Director of Finance

Approved as to Form:


Eduardo Olivo
City Attorney



AGENDA REPORT

REQUEST FOR PROPOSAL IS AVAILABLE FOR VIEWING IN THE CITY CLERK'S OFFICE

MEETING DATE: September 20, 2011

TO: HONORABLE CITY COUNCIL

FROM: CITY ADMINISTRATOR

SUBJECT: APPROVAL OF REQUEST FOR PROPOSAL FOR CASH CONTRACT NO. 1110 – INTERIOR AND EXTERIOR PAINTING OF CITY OF COMMERCE TRANSPORTATION SERVICES CENTER

RECOMMENDATION:

That the City Council:

1. Approve the Request for Proposal as named above, prepared by staff; and
2. Authorize the Department of Community Development to advertise for proposals and designate Thursday, October 27, 2011, at 2:00 p.m., as the bid opening date.

MOTION:

Move to approve the recommendation.

BACKGROUND:

The City of Commerce Transportation Services Center was last painted in 1996, when constructed. The facility is over thirteen (13) years old and the paint is starting to crack and peel, which is noticeable throughout the facility.

As part of the FY 2011/12 Capital Improvement Project Budget, the City Council appropriated \$90,000 to paint both the exterior and interior of the building.

ANALYSIS:

The Request for Proposal for the proposed project has been completed and is available for review in the City's Community Development Department.

The Public Notice inviting sealed bids for this project is ready for advertisement, and the project funding is scheduled to expire on June 30, 2012. The project schedule is established as follows:

TASK	ESTIMATED DATE
APPROVE ISSUANCE OF NOTICE INVITING PROPOSALS	September 20, 2011
ISSUE NOTICE INVITING PROPOSAL	September 21, 2011
BID ADVERTISEMENT PERIOD	30 Days
MANDATORY PRE-BID MEETING	October 11, 2011 at 1:00 p.m.
RESPONSES TO BIDDER QUESTIONS FROM CITY	by October 21, 2011
PROPOSALS DUE AND OPENED IN PUBLIC BY CITY PURCHASING MANAGER	October 27, 2011 at 2:00 p.m.
AWARD OF CONTRACT	November 15, 2011
CONTRACT, BONDS AND INSURANCE TO CITY	15 calendar days after Notice of Award
PRE-CONSTRUCTION MEETING	December 29, 2011
ISSUE NOTICE TO PROCEED WITH CONSTRUCTION	January 3, 2012
CONSTRUCTION DURATION	30 working days from Notice to Proceed

FISCAL IMPACT

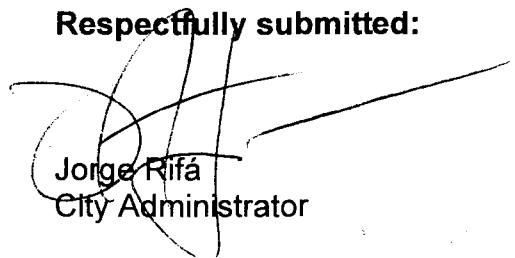
At this time, this activity can be carried out without additional impact on the current operating budget. The City Council appropriated \$90,000 for the completion of the project, as follows:

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

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 general maintenance and upkeep of all city buildings.

Respectfully submitted:



Jorge Rifa
City Administrator

Recommended by:



Robert Zarrilli
Director of Community Development

Prepared by:



Danilo Batson
Assistant Director of Public Services

Reviewed by:



Vilko Domic
Director of Finance

Approved as to Form:



Eduardo Olivo
City Attorney



AGENDA REPORT

REQUEST FOR PROPOSAL IS AVAILABLE FOR VIEWING IN THE CITY CLERK'S OFFICE

MEETING DATE: September 20, 2011

TO: Honorable City Council

FROM: City Administrator

SUBJECT: ISSUANCE OF REQUEST FOR PROPOSAL (RFP) TO INSTALL ADDITIONAL SECURITY CAMERAS AT BRISTOW PARK

RECOMMENDATION:

The City Council will consider for approval the issuance of the Request of Proposal (RFP) to install additional security cameras in various outdoor locations at Bristow Park.

MOTION:

Move to approve the recommendation.

BACKGROUND:

The current park security camera system was originally installed to protect the playground and restroom areas of each center. Bristow Park is in need to improve the existing system by adding an additional 16 cameras. The security system has proven to deter crime and identify individuals caught on video removing or damaging private and public property.

ANALYSIS:

The new cameras will work in conjunction with the existing system currently in place at Bristow Park.

Following issuance of the RFP and upon receipts of bids, staff will return to the City Council with a recommendation to award project and execute contract.

RFP task dates to complete the installation of the Bristow Park security system:

TASK	ESTIMATED DATE
ISSUE NOTICE INVITING BIDS	September 27, 2011
BID ADVERTISEMENT PERIOD	30 Days
MANDATORY PRE-BID MEETING	October 11, 2011 @ 10 AM
RESPONSES TO BIDDER QUESTIONS FROM CITY	by October 18, 2011
BIDS DUE AND OPENED IN PUBLIC BY CITY CLERK	October 27, 2011 @ 1 PM
AWARD OF CONTRACT	November 15, 2011
CONTRACT, BONDS AND INSURANCE TO CITY	15 calendar days after Notice of Award
PRE-CONSTRUCTION MEETING	December 12, 2011
ISSUE NOTICE TO PROCEED	December 14, 2011
PROCURE PERMIT	February 06, 2012
CONSTRUCTION DURATION	20 days from issuance of permit

FISCAL IMPACT:

\$21,000.00 has been allocated for this project from the 2011/2012 Capital Improvement Project fund.

Recommended by:



Jim Jimenez
Director of Parks and Recreation

Fiscal Impact reviewed by:



Vilko Domic
Director of Finance

Respectfully submitted,



Jorge Rifa
City Administrator

Approved as to Form:



Eduardo Olivo
City Attorney



AGENDA REPORT

MEETING DATE: September 20, 2011

TO: HONORABLE CITY COUNCIL

FROM: CITY ADMINISTRATOR

SUBJECT: POLICY AND PROCEDURES FOR THE INSTALLATION OF ON-STREET PHYSICALLY CHALLENGED ACCESSIBLE SPACES

RECOMMENDATION:

That the City Council approve the revised Policy and Procedures for the Installation of On-Street Physically Challenged Accessible Spaces, as requested and approved by the Traffic Commission at its meeting of July 6, 2011.

MOTION:

Move to approve recommendation.

BACKGROUND:

In January 2007, the Traffic Commission was given a copy of the City of San Mateo's Curb Marking Policy and Procedures and the Policy and Procedures for the Installation of On-Street Physically Challenged Accessible Spaces, to use as a sample or guide to revise the then existing Commerce's policy and application for Curbside Handicapped Parking Permit.

On September 19, 2007, the Traffic Commission approved the first Policy and Procedures for the Installation of On-Street Physically Challenged Accessible Spaces. On January 16, 2008, as allowed under the Commerce Municipal Code, the Acting City Administrator approved and implemented the Commission revisions and recommendations to the policy and procedures.

During the months of May, June and July 2009, the Commission with staff assistance, made several modifications to the existing policy and procedures. At its meeting of July 1, 2009, the Traffic Commission approved the final revisions to the policy and directed staff to present them to City Council for final review and adoption. At its meeting of September 8, 2009, the City Council approved all changes recommended by the Traffic Commission.

Beginning with their meeting of November 2010, the Traffic Commission began reviewing the current policy and procedures. At its meeting of July 6, 2011, after several meetings and careful consideration, the Commission approved the final revisions to the policy and directed staff to present them to City Council for final review and adoption.

ANALYSIS:

After using the current policy and procedures for approximately two years, the Traffic Commission came to the conclusion that a few modifications and clarifications to the existing policy and application forms were necessary for practical reasons and ease of use. The changes have been incorporated into the new policy and highlighted in the attached document, and both the Commission and staff are ready to begin implementation.

FISCAL IMPACT:

This activity can be carried out at this time without additional impact on the current operating budget. Funding for the placement and removal of on-street parking physically challenged accessible parking spaces are already incorporated into the Community Development Department Maintenance and Operation Budget.

RELATIONSHIP TO 2009 STRATEGIC GOALS:

The agenda report is consistent and in furtherance of Council's strategic goal to "Protect and Enhance Quality of Life in the City of Commerce." The City's ability to enhance and maintain the quality of life of physically challenged individuals, as well as all its residents, is of vital importance to the community.

Respectfully submitted:



Jorge Rifa
City Administrator

Recommended by:



Robert Zarrilli
Director of Community Development

Prepared by:




Danilo Batson
Assistant Director of Public Services

Reviewed by:

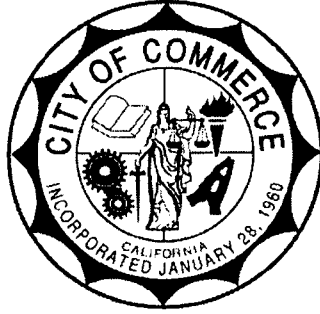


Vilko Domic
Finance Director

Approved As To Form:



Eduardo Olivo
City Attorney



City of Commerce

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

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

Approved by City Council
September 20, 2011

I. POLICY

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

A. Principles:

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

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

II. PROCEDURES

A. Screening

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

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

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

B. Submittal Requirements

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

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

C. Analysis of Application

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

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

D. Appeals

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

E. Annual Re-Application

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

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

F. Application for Removal

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

G. Procedure Review

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

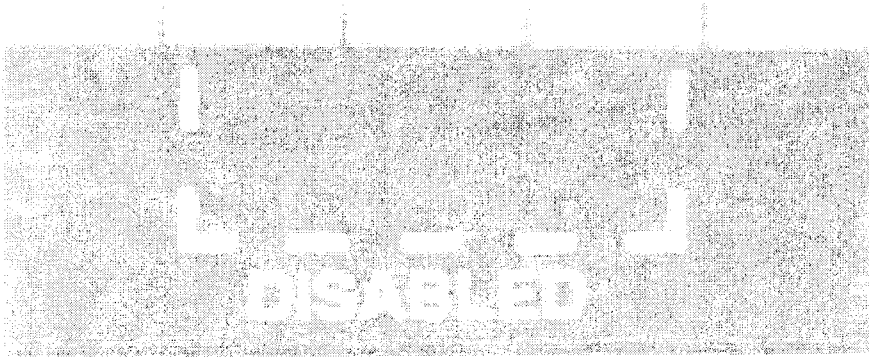
H. Tracking

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

DIAGRAM

ON-STREET PHYSICALLY CHALLENGED ACCESSIBLE SPACES

|← 18 FT →|



**City of Commerce
Department of Community Development**



Application for On-Street Physically Challenged Accessible Parking Space

Name: _____ **Phone No.:** _____

Address: _____ **City:** Commerce **Zip Code:** 90040

Accessible Parking Space (Blue Curb) Location: _____

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

Vehicle License Number: _____ **(Note: Only if Vehicle has a Disabled Person's License Plate)**
Valid Disabled Person's Placard Number: _____ Expiration Date: _____

Identification Provided: Resident Activity Card
(Current & Valid) California Driver's License or California I.D. Card
Do you currently drive? Yes No

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

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

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

Number of available parking spaces on property: _____ Garage _____ In driveway/Carport

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

1. Can your driveway be used for access by the physically challenged person's vehicle?
 Yes No If not, why? _____
2. Is there an existing on-street physically challenged accessible parking space in close proximity that you can use? If so, where is it located?
 Yes No If so, please give location: _____
Address _____
3. Is there any other information you would like to provide?

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

Applicant's Signature: _____ Date: _____

Field Investigation

Date: _____

Investigator: _____

Driveway Measurements: _____

Field Observations: _____

Recommendations: _____

Signature: _____

Date: _____

Traffic Commission Action

Meeting Date: _____

Action Taken: _____

Comments: _____

City of Commerce
Department of Community Development



Annual Re-Application for On-Street Physically Challenged Accessible Parking Space

Name: _____ **Phone No.:** _____

Address: _____ **City:** Commerce **Zip Code:** 90040

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

Existing Accessible Parking Space (Blue Curb) Location: _____

Vehicle License Number: _____ **(Note: Only if Vehicle has a Disabled Person's License Plate)**
Valid Disabled Person's Placard Number: _____ Expiration Date: _____

Identification Provided: Resident Activity Card
(Current & Valid) California Driver's License or California I.D. Card
Do you currently drive? Yes No

Why do you still need an On-Street Physically Challenged Accessible Parking Space? (Select all that apply)

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

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

Number of available parking spaces on property: _____ In driveway/Carport
_____ Garage

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

Applicant's Signature: _____ Date: _____

**City of Commerce
Department of Community Development**



Removal of On-Street Physically Challenged Accessible Parking Space

Name of Person (requesting removal of parking space): _____

Relationship to Current Applicant: Spouse Other family member No relationship

Applicant's Name (person that originally requested the parking space): _____

Address: _____ (Existing Location of Accessible Parking Space)

City: Commerce Zip Code: 90040

Telephone: _____

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

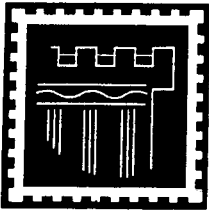
Reason for requesting the removal of the existing On-Street Physically Challenged Accessible Parking Space? (Select all that apply)

Person deceased Person moved No longer needed

Other (please explain): _____

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

Applicant's Signature: _____ Date: _____



COMMERCE
COMMUNITY
DEVELOPMENT
COMMISSION

AGENDA REPORT

DATE: September 20, 2011

TO: HONORABLE COMMUNITY DEVELOPMENT COMMISSION
FROM: EXECUTIVE DIRECTOR
SUBJECT: AB 1X 26 REQUIREMENT THAT THE COMMERCE COMMUNITY DEVELOPMENT COMMISSION PREPARE AND SUBMIT A RECOGNIZED OBLIGATION PAYMENT SCHEDULE BY SEPTEMBER 30, 2011

RECOMMENDATION:

Authorize staff to prepare and submit the required the Recognized Obligation Payment Schedule.

MOTION:

Move to approve the recommendation.

BACKGROUND:

Assembly Bill 1X 26 ("AB 26") and Assembly Bill 1X 27 ("AB 27"), were approved by the California Legislature on June 15, 2011, and signed by the Governor on June 28, 2011. AB 26 and AB 27 added Parts 1.8, 1.85 and 1.9 of Division 24 to the California Health and Safety Code. Part 1.85 of the Health and Safety Code, which is contained in AB 26, requires all redevelopment agencies to dissolve as of October 1, 2011, and provides for the establishment of a successor entity to administer the enforceable obligations of the redevelopment agency. Part 1.8 of the Health and Safety Code, which is also contained in AB 26, restricts activities of redevelopment agencies to meeting their enforceable obligations, preserving assets and meeting other goals in the interim period prior to dissolution.

AB 27 provided cities with the option of opting out of AB 26 by adopting an ordinance that would allow their redevelopment agencies to participate in a "Voluntary Alternative Redevelopment Program" that would require certain annual remittances to the Los Angeles County Auditor-Controller. The City Council of Commerce determined that it would proceed under the AB 27 Voluntary Alternative Program and, therefore, has approved the ordinance required by AB 27, entitled "An Ordinance of the City Council of the City of Commerce, California, Determining That it Will Comply with the 'Voluntary Alternative Redevelopment Program' Pursuant to Part 1.9 of Division 24 of the California Health and Safety Code in Order to Permit the Continued Existence and Operation of the Commerce Community Development Commission" (the "Continuation Ordinance").

Section 34169 of the Health and Safety Code, which is contained in AB 26, required redevelopment agencies to adopt an Enforceable Obligations Payment Schedule by August 28, 2011. Section 34167 of the Health and Safety Code, which is also contained in AB 26, prohibits redevelopment agencies from making any payment which is not listed on the Enforceable Obligations Payment Schedule.

On August 11, 2011, the California Supreme Court issued an order in the case of *California Redevelopment Association, et al. v. Ana Matasantos, et al.* Case No. S19486, which stayed AB 26, except for Part 1.8, and all of AB 27 (the "Stay"). On August 17, 2011, the California Supreme Court issued an additional order which modified the Stay order and clarifying ambiguities in the order. Among other things, the Supreme Court has now made it clear that Section 34169 of the Health and Safety Code, which required the preparation of the Enforceable Obligations Payment Schedule (the "EOPS") was no longer subject to the Stay.

On August 24, 2011, the City Council approved an EOPS. [A copy of the EOPS is attached]. The EOPS was filed before the August 28, 2011, deadline and identifies the

following obligations of the Commission from the end of August through December 31, 2011:

1. Bonds, including the required debt service, reserve set-asides and any other required payments.
2. Loans of moneys borrowed by the Commission including, but not limited to, money borrowed from the Low and Moderate Income Housing Fund.
3. Payments required by the federal government, preexisting obligations to the state or obligations imposed by state law, or legally enforceable payments required in connection with the Commission's employees, including, but not limited to, pension payments, pension obligation debt service, and unemployment payments.
4. Judgments or settlements entered by a competent court of law or binding arbitration decisions against the Commission.
5. Any legally binding and enforceable agreement or contract that does not violate the Commission's debt limit.
6. Contracts or agreements necessary for the continued administration or operation of the Commission.

The EOPS was posted on the City's website and submitted by mail or electronic means to the County Auditor-Controller, the State Controller's Office and the State Department of Finance.

Section 34169 (h) of the Health and Safety Code also requires that the Commission adopt and submit a Recognized Obligation Payment Schedule ("ROPS") by September 30, 2011. The law provides very little guidance regarding the details required in the ROPS. Nevertheless, it appears that the ROPS will require a summary of the same information required in the EOPS and a more detailed schedule of the actual payments that will be made for the obligations set forth in the EOPS through December 31, 2011.

The Commission does not meet again until October 4, 2011. Staff will have to complete and submit the ROPS before that date, by September 30, 2011. Staff will provide the Commission with a draft of the ROPS at the Commission meeting on September 20, 2011, and report of any further work that will be required before submittal.

FISCAL IMPACT:

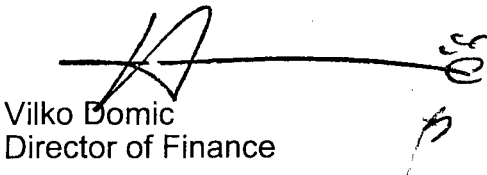
The preparation and submittal of the ROPS will not result in any additional financial obligations. There will be no additional financial impact as a result of the Commission's compliance with this requirement of AB 1X 26.

Reviewed by:



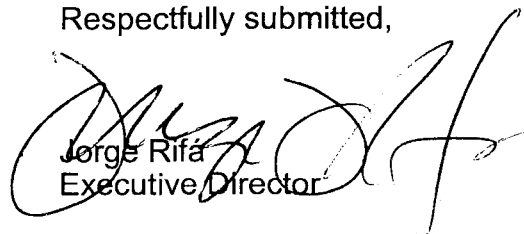
Robert Zarrilli
Director of Community Development

Fiscal impact reviewed by,



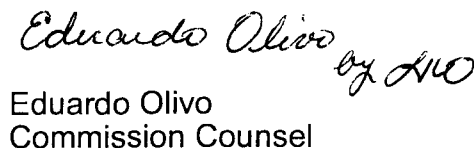
Vilko Domic
Director of Finance

Respectfully submitted,



Jorge Rifa
Executive Director

Approved as to form



Eduardo Olivo
Commission Counsel

A RESOLUTION OF THE COMMERCE COMMUNITY DEVELOPMENT COMMISSION
APPROVING THE ENFORCEABLE OBLIGATIONS PAYMENT SCHEDULE
REQUIRED BY SECTION 34167 OF THE CALIFORNIA HEALTH AND SAFETY CODE

WHEREAS, the Commerce Community Development Commission ("Commission") is authorized to transact business and exercise the powers of a redevelopment agency pursuant to action of the City Council of the City of Commerce; and

WHEREAS, Assembly Bill 1X 26 ("AB 26") and Assembly Bill 1X 27 ("AB 27"), were approved by the California Legislature on June 15, 2011, and signed by the Governor on June 28, 2011; and

WHEREAS, AB 26 and AB 27 added Parts 1.8, 1.85 and 1.9 of Division 24 to the California Health and Safety Code; and

WHEREAS, Part 1.85 of the Health and Safety Code, which is contained in AB 26, requires all redevelopment agencies to dissolve as of October 1, 2011, provides for the establishment of a successor entity to administer the enforceable obligations of the redevelopment agency; and

WHEREAS, Part 1.8 of the Health and Safety Code, which is also contained in AB 26, restricts activities of redevelopment agencies to meeting their enforceable obligations, preserving assets and meeting other goals in the interim period prior to dissolution; and

WHEREAS, AB 27 provided cities with the option of opting out of AB 26 by adopting an ordinance that would allow their redevelopment agencies to participate in a "Voluntary Alternative Redevelopment Program" that would require certain annual remittances to the Los Angeles County Auditor-Controller; and

WHEREAS, on August 1, 2011, the City Council of the City of Commerce, California determined that it would proceed under the AB 27 Voluntary Alternative Program and, therefore, approved the first reading of the Ordinance required by AB 27, entitled "An Ordinance of the City Council of the City of Commerce, California, Determining That it Will Comply with the 'Voluntary Alternative Redevelopment Program' Pursuant to Part 1.9 of Division 24 of the California Health and Safety Code in Order to Permit the Continued Existence and Operation of the "Commerce Community Development Commission" (the "Continuation Ordinance"); and

WHEREAS, on August 16, 2011, the City Council of the City of Commerce, California approved the second reading of the Continuation Ordinance. Pursuant to Government Code Section 36937, the Continuation Ordinance would, under normal circumstances, become effective 30 days after the second reading; and

WHEREAS, Section 34169 of the Health and Safety Code, which is contained in AB 26, required the redevelopment agencies to adopt an Enforceable Obligations Payment Schedule by August 28, 2011; and

WHEREAS, Section 34167 of the Health and Safety Code, which is also contained in AB 26, prohibits redevelopment agencies from making any payment which is not listed on the Enforceable Obligations Payment Schedule; and

WHEREAS, on August 11, 2011, the California Supreme Court issued an order in the case of *California Redevelopment Association, et al. v. Ana Matsonantos, et al.* Case No. S19486, which stayed AB 26, except for Part 1.8, and all of AB 27 (the "Stay"); and

WHEREAS, on August 17, 2011, the California Supreme Court issued an additional order which modified the Stay order and clarifying ambiguities in that order. Among other things, the Supreme Court has now made it clear that Section 34169 of the Health and Safety Code, which required the preparation of the Enforceable Obligations Payment Schedule, was no longer subject to the Stay; and

WHEREAS, the current status of AB 26 and AB 27, as impacted by the Stay, requires the Commission to adopt an Enforceable Obligations Payment Schedule on or before August 28, 2011.

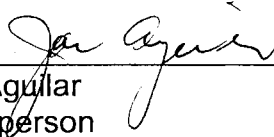
NOW, THEREFORE, BE IT RESOLVED, BY THE COMMERCE COMMUNITY DEVELOPMENT COMMISSION AS FOLLOWS:

Section 1. The Commission hereby finds and determines that the recitals set forth above are true and correct.

Section 2. The Enforceable Obligations Payment Schedule, which is attached hereto as Exhibit "A", is hereby approved and adopted. The Commission Executive Director is hereby authorized and directed to transmit the Schedule to the Los Angeles County Auditor-Controller, the State Controller and the State Department of Finance in accordance with Section 34169 of the Health and Safety Code.

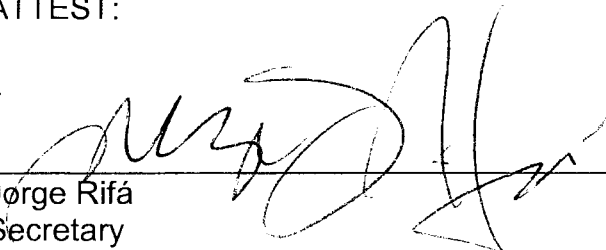
Section 3. The Commission Secretary shall certify to the passage of this Resolution and thereupon and thereafter the same shall be in full force and effect.

PASSED, APPROVED AND ADOPTED this 24th day of August 2011.



Joe Aguilar
Chairperson

ATTEST:



Jorge Rifá
Secretary

ENFORCEABLE OBLIGATION PAYMENT SCHEDULE
 Per AB 26 - Section 34167 and 34169 (*)

Project Name / Debt Obligation	Payee	Description	Total Outstanding Debt or Obligation	Total Due During Fiscal Year	Payments by month						Total
					Aug**	Sept	Oct	Nov	Dec		
1) 2003 Tax Allocation Rev Bonds	Wells Fargo	Bonds issue to fund both non-housing and housing related projects	10,010,000.00	749,457.30	439,728.65						\$ 439,728.65
2) City Loan entered into on 3/3/1992	City of Commerce	Property Purchase	6,000,000.00	450,000.00							\$ -
3) City Loan entered into on 6/16/1986	City of Commerce	Defray admin and project related costs	600,000.00	45,000.00							\$ -
4) 2007 Tax Allocation Rev Bonds	Wells Fargo	Refunding of the 2003 bond issue	62,185,000.00	5,679,421.25	4,289,710.63						\$ 4,289,710.63
5) Employee Costs	Employees of Agency	Payroll for employees	1,217,042.00	1,217,042.00	101,420.00	101,420.00	101,420.00	101,420.00	101,420.00	101,420.00	\$ 507,100.00
6) Maintenance & Operations	Various	Utilities, Supplies, Repairs, Insurance	819,397.00	819,397.00	68,283.00	68,283.00	68,283.00	68,283.00	68,283.00	68,283.00	\$ 341,415.00
7) Contract for Consulting Svcs	Project Consultant	Project Administration	206,183.00	206,183.00							102,591.50
8) Property Maintenance	Various	Agency Owned Property Maintenance	75,000.00	75,000.00	6,250.00	6,250.00	6,250.00	6,250.00	6,250.00	6,250.00	\$ 31,250.00
9)											\$ -
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26)											\$ -
27)											\$ -
28)											\$ -
Totals - Other Obligations			\$ 81,114,622.00	\$ 9,240,500.55	\$ 4,905,392.28	\$ 175,953.00	\$ 175,953.00	\$ 175,953.00	\$ 175,953.00	\$ 278,544.50	\$ 5,711,795.78

* This Enforceable Obligation Payment Schedule (EOPS) is to be adopted by the redevelopment agency no later than late August. It is valid through 12/31/11. It is the basis for the Preliminary Draft Recognized Obligation Payment Schedule (ROPS), which must be prepared by the dissolving Agency by 9/30/11. (The draft ROPS must be prepared by the Successor Agency by 11/30/11.)
 If an agency adopts a continuation ordinance per ABX1 Z7, this EOPS will not be valid and there is no need to prepare a ROPS.
 ** Include only payments to be made after the adoption of the EOPS.
 *** All payment amounts are estimates

ENFORCEABLE OBLIGATION PAYMENT SCHEDULE
 Per AB 26 - Section 34167 and 34169 (*)

Project Name / Debt Obligation	Payee	Description	Total Outstanding Debt or Obligation	Total Due During Fiscal Year	Payments by month						Total	
					Jan	Feb	Mar	Apr	May	June		
1) 2003 Tax Allocation Rev Bonds	Wells Fargo	Bonds issue to fund both non-housing and housing related projects	10,010,000.00	749,457.30		305,706.88						\$ 305,706.88
2) City Loan entered into on 3/31/1992	City of Commerce	Property Purchase	6,000,000.00	450,000.00						450,000.00		\$ 450,000.00
3) City Loan entered into on 6/16/1986	City of Commerce	Defray admin and project related costs	600,000.00	45,000.00						45,000.00		\$ 45,000.00
4) 2007 Tax Allocation Rev Bonds	Wells Fargo	Refunding of the 2003 bond issue	62,185,000.00	5,679,421.25								\$ 5,679,421.25
5) Employee Costs	Employees of Agency	Payroll for employees	1,217,042.00	1,217,042.00	101,420.00	1,316,403.13	101,420.00	101,420.00	101,420.00	101,420.00		\$ 1,316,403.13
6) Maintenance & Operations	Various	Utilities, Supplies, Repairs, Insurance	819,397.00	819,397.00	68,283.00	68,283.00	68,283.00	68,283.00	68,283.00	68,283.00		\$ 409,698.00
7) Contract for Consulting Svcs	Project Consultant	Agency Administration	205,183.00	205,183.00	68,283.00	68,283.00	68,283.00	68,283.00	68,283.00	68,283.00		\$ 102,591.50
8) Property Maintenance	Various	Agency Owned Property Maintenance	75,000.00	75,000.00	6,250.00	6,250.00	6,250.00	6,250.00	6,250.00	6,250.00		\$ 37,500.00
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26)												\$ -
27)												\$ -
28)												\$ -
Totals - Other Obligations			\$ 81,111,622.00	\$ 9,240,500.55	\$ 175,953.00	\$ 1,798,063.01	\$ 175,953.00	\$ 175,953.00	\$ 175,953.00	\$ 175,953.00	\$ 773,544.50	\$ 3,275,419.51

* This Enforceable Obligation Payment Schedule (EOPS) is to be adopted by the redevelopment agency no later than late August. It is valid through 12/31/11. It is the basis for the Preliminary Draft Recognized Obligation Payment Schedule (ROPS), which must be prepared by the dissolving Agency by 9/30/11. (The draft ROPS must be prepared by the Successor Agency by 11/30/11.)
 ** Include only payments to be made after the adoption of the EOPS.
 *** All Payment amounts are estimates

ENFORCEABLE OBLIGATION PAYMENT SCHEDULE
 Per AB 26 - Section 34167 and 34169 (*)

Project Name / Debt Obligation	Payee	Description	Total Outstanding Debt or Obligation	Total Due During Fiscal Year	Payments by month					Total		
					Aug**	Sept	Oct	Nov	Dec			
1) 2003 Tax Allocation Rev Bonds	Wells Fargo	Bonds issue to fund both non-housing and housing related projects	13,090,000.00	1,112,157.55	698,578.78						\$ 698,578.78	
2) 1996A Tax Allocation Rev Bonds	Wells Fargo	Refunding of the 1991 bond issue	7,430,000.00	691,537.50	473,268.75						\$ 473,268.75	
3) Employee Costs	Employees of Agency	Payroll for employees	401,419.00	401,419.00	33,452.00						\$ 167,260.00	
4) Maintenance & Operations	Various	Utilities, Supplies, Repairs, Insurance	270,263.00	270,263.00	22,522.00						\$ 112,610.00	
5) Contract for Consulting Svcs	Project Consultant	Project Administration	480,000.00	480,000.00							\$ 240,000.00	
6) Contract for Consulting Svcs	Legal Services	Legal Administration	400,000.00	400,000.00							\$ 200,000.00	
7) Contract for Eng/Contract Svcs	General Contractor	Site Demolition / Clearance costs	750,000.00	750,000.00							\$ -	
8) Property Purchase Settlement	Property Owner	Telegraph Corridor Project	1,300,000.00	1,300,000.00							\$ -	
9) Property Maintenance	Various	Agency Owned Property Maintenance	75,000.00	75,000.00	6,250.00	6,250.00	6,250.00	6,250.00	6,250.00	6,250.00	\$ 31,250.00	
10)											\$ -	
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25)											\$ -	
26)											\$ -	
Totals - Other Obligations			\$ 24,196,682.00	\$ 5,480,377.05	\$ 1,234,071.53	\$ 62,224.00	\$ 62,224.00	\$ 62,224.00	\$ 62,224.00	\$ 62,224.00	\$ 502,224.00	\$ 1,922,967.53

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 *** All payment amounts are estimates.

ENFORCEABLE OBLIGATION PAYMENT SCHEDULE
 Per AB 26 - Section 34167 and 34169 (*)

Project Name / Debt Obligation	Payee	Description	Total Outstanding Debt or Obligation	Total Due During Fiscal Year	Payments by month						Total		
					Jan	Feb	Mar	Apr	May	June			
1) 2003 Tax Allocation Rev Bonds	Wells Fargo	Bonds issue to fund both non-housing and housing related projects	13,090,000.00	1,112,157.55		404,768.60						404,768.60	
2) 1998A Tax Allocation Rev Bonds	Wells Fargo	Refunding of the 1991 bond issue	7,430,000.00	691,537.50		211,192.50						211,192.50	
3) Employee Costs	Employees of Agency	Payroll for employees	401,419.00	401,419.00	33,452.00	33,452.00	33,452.00	33,452.00	33,452.00	33,452.00	33,452.00	200,712.00	
4) Maintenance & Operations	Various	Utilities, Supplies, Repairs, Insurance	270,263.00	270,263.00	22,522.00	22,522.00	22,522.00	22,522.00	22,522.00	22,522.00	22,522.00	135,132.00	
5) Contract for Consulting Svcs	Project Consultant	Project Administration	480,000.00	480,000.00								240,000.00	
6) Contract for Consulting Svcs	Legal Services	Project Administration	400,000.00	400,000.00								200,000.00	
7) Contract for Eng/Contract Svcs	General Contractor	Site Demolition / Clearance costs	750,000.00	750,000.00								750,000.00	
8) Property Purchase Settlement	Property Owner	Telegraph Corridor Project	1,300,000.00	1,300,000.00								1,300,000.00	
9) Property Maintenance	Various	Agency Owned Property Maintenance	75,000.00	75,000.00	6,250.00	6,250.00	6,250.00	6,250.00	6,250.00	6,250.00	6,250.00	37,500.00	
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Totals - Other Obligations			\$ 24,196,682.00	\$ 5,480,377.05	\$ 62,224.00	\$ 678,165.10	\$ 62,224.00	\$ 62,224.00	\$ 62,224.00	\$ 62,224.00	\$ 62,224.00	\$ 2,552,224.00	\$ 3,479,305.10

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 ** If an agency adopts a continuation ordinance per ABX1 27, this EOPS will not be valid and there is no need to prepare a ROPS.
 *** All payment amounts are estimates.

ENFORCEABLE OBLIGATION PAYMENT SCHEDULE
 Per AB 26 - Section 34167 and 34169 (*)

Project Name / Debt Obligation	Payee	Description	Total Outstanding Debt or Obligation	Total Due During Fiscal Year	Payments by month						Total
					Aug**	Sept	Oct	Nov	Dec		
1) 1994 ABAG Tax Allocation Bond	Wells Fargo	Bonds issue to fund various non-housing related projects	1,017,303.00	130,297.00						130,297.00	\$ 130,297.00
2) City Loan entered into on 6/16/1986	City of Commerce	De/ray admin and project related costs	100,000.00	7,500.00							\$ -
3) Employee Costs	Employees of Agency	Payroll for employees	61,363.00	61,363.00	5,114.00	5,114.00	5,114.00	5,114.00	5,114.00	5,114.00	\$ 25,570.00
4) Maintenance & Operations	Various	Utilities, Supplies, Repairs, Insurance	41,314.00	41,314.00	3,443.00	3,443.00	3,443.00	3,443.00	3,443.00	3,443.00	\$ 17,215.00
5) Contract for Consulting Svcs	Project Consultant	Project Administration	185,000.00	185,000.00							\$ 92,500.00
6) 2003 Tax Allocation Rev Bonds	Wells Fargo	Bonds issue to fund both non-housing	13,090,000.00	1,112,157.55							\$ -
7)											\$ -
8)											\$ -
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26)											\$ -
Totals - Other Obligations			\$ 14,494,980.00	\$ 1,537,631.55	\$ 8,557.00	\$ 8,557.00	\$ 8,557.00	\$ 8,557.00	\$ 8,557.00	\$ 231,354.00	\$ 265,582.00

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ENFORCEABLE OBLIGATION PAYMENT SCHEDULE
 Per AB 26 - Section 34167 and 34169 (*)

Project Name / Debt Obligation	Payee	Description	Total Outstanding Debt or Obligation	Total Due During Fiscal Year	Payments by month						Total	
					Jan	Feb	Mar	Apr	May	June		
1) 1994 ABAG Tax Allocation Bond	Wells Fargo	Bonds issue to fund various non-housing and housing related projects	1,017,303.00	130,297.00	404,768.60							\$ 404,768.60
2) City Loan entered into on 6/16/1986	City of Commerce	Defray admin and project related costs	100,000.00	7,500.00								\$ 7,500.00
3) Employee Costs	Employees of Agency	Payroll for employees	61,363.00	61,363.00	5,114.00	5,114.00	5,114.00	5,114.00	5,114.00	5,114.00		\$ 30,684.00
4) Maintenance & Operations	Various	Utilities, Supplies, Repairs, Insurance	41,314.00	41,314.00	3,443.00	3,443.00	3,443.00	3,443.00	3,443.00	3,443.00		\$ 20,658.00
5) Contract for Consulting Svcs	Project Consultant	Project Administration	185,000.00	185,000.00								\$ 92,500.00
6) 2003 Tax Allocation Rev Bonds	Wells Fargo	Bonds issue to fund both non-housing	13,090,000.00	1,112,157.55	404,768.60							\$ 404,768.60
7)												\$ -
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24)												\$ -
25)												\$ -
26)												\$ -
Totals - Other Obligations			\$ 14,494,980.00	\$ 1,537,631.55	\$ 8,557.00	\$ 818,094.20	\$ 8,557.00	\$ 8,557.00	\$ 8,557.00	\$ 8,557.00	\$ 108,557.00	\$ 960,879.20

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ENFORCEABLE OBLIGATION PAYMENT SCHEDULE
 Per AB 26 - Section 34167 and 34169 (*)

Project Name / Debt Obligation	Payee	Description	Total Outstanding Debt or Obligation	Total Due During Fiscal Year	Payments by month						Total
					Aug**	Sept	Oct	Nov	Dec		
1) 2003 Tax Allocation Rev Bonds	Wells Fargo	Bonds issue to fund various non-housing related projects	24,375,000.00	1,962,040.40	1,196,020.20					130,297.00	\$ 1,326,317.20
2) City Loan entered into on 4/16/2002	City of Commerce	Property Purchase	5,700,000.00	427,500.00							\$ -
3) City Loan entered into on 11/21/1999	City of Commerce	Property Purchase	5,000,000.00	375,000.00							\$ -
4) City Loan entered into on 6/16/2002	City of Commerce	Payroll admin and project related costs	400,000.00	30,000.00							\$ -
5) Employee Costs	Employees of Agency	Payroll for employees	876,986.00	876,986.00	73,082.00	73,082.00	73,082.00	73,082.00	73,082.00	73,082.00	\$ 365,410.00
6) Maintenance & Operations	Various	Utilities, Supplies, Repairs, Insurance	590,448.00	590,448.00	49,204.00	49,204.00	49,204.00	49,204.00	49,204.00	49,204.00	\$ 246,020.00
7) Contract for Consulting Svcs	Project Consultant	Project Administration	675,000.00	675,000.00							\$ 337,500.00
8) Contract for Consulting Svcs	Legal Services	Project Administration	80,000.00	80,000.00							\$ 40,000.00
9) Contract for Eng/Contract Svcs	General Contractor	Site Demolition / Clearance costs	500,000.00	\$00,000.00							\$ -
10) DDA	Costco	Disposition of land, fees, offsite improvements demolition, and site preparation	1,000,000.00	1,000,000.00	400,000.00						\$ 400,000.00
11)											\$ -
12)											\$ -
13) Property Maintenance	Various	Agency Owned Property Maintenance	75,000.00	75,000.00	6,250.00	6,250.00	6,250.00	6,250.00	6,250.00	6,250.00	\$ 31,250.00
14)											\$ -
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24)											\$ -
25)											\$ -
26)											\$ -
27)											\$ -
28)											\$ -
Totals - Other Obligations			\$ 39,272,434.00	\$ 6,591,974.40	\$ 1,724,556.20	\$ 128,536.00	\$ 128,536.00	\$ 128,536.00	\$ 128,536.00	\$ 636,333.00	\$ 2,746,497.20

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 *** All payment amounts are estimates

ENFORCEABLE OBLIGATION PAYMENT SCHEDULE
 Per AB 26 - Section 34167 and 34169 (*)

Project Name / Debt Obligation	Payee	Description	Total Outstanding Debt or Obligation	Total Due During Fiscal Year	Payments by month						Total	
					Jan	Feb	Mar	Apr	May	June		
1) 2003 Tax Allocation Rev Bonds	Wells Fargo	Bonds issue to fund both non-housing and housing related projects.	24,375,000.00	1,962,040.40		752,741.20						752,741.20
2) City Loan entered into on 4/15/2002	City of Commerce	Debtly admin and project related costs	5,700,000.00	427,500.00								427,500.00
3) City Loan entered into on 11/21/99	City of Commerce	Property Purchase	5,000,000.00	375,000.00								375,000.00
4) City Loan entered into on 6/15/2002	City of Commerce	Debtly admin and project related costs	400,000.00	30,000.00								30,000.00
5) Employee costs	Employees of Agency	Payroll for employees	876,996.00	876,996.00								876,996.00
6) Maintenance & Operations	Various	Utilities, Supplies, Repairs, Insurance	590,448.00	590,448.00								590,448.00
7) Contract for Consulting Svcs	Project Consultant	Project Administration	675,000.00	675,000.00								675,000.00
8) Contract for Consulting Svcs	Legal Services	Project Administration	80,000.00	80,000.00								80,000.00
9) Contract for Eng/Contract Svcs	General Contractor	Site Demolition / Clearance costs	500,000.00	500,000.00								500,000.00
10) DDA	Costco	Disposition of land, fees, on-site improvements, demolition, and site preparation	1,000,000.00	1,000,000.00								1,000,000.00
11)												
12)												
13) Property Maintenance	Various	Agency Owned Property Maintenance	75,000.00	75,000.00								75,000.00
14)												
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28)												
Totals - Other Obligations			\$ 39,272,434.00	\$ 6,591,974.40	\$ 128,536.00	\$ 881,277.20	\$ 128,536.00	\$ 128,536.00	\$ 128,536.00	\$ 128,534.00	\$ 2,438,636.00	\$ 3,833,955.20

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 *** All payment amounts are estimates

OTHER OBLIGATION PAYMENT SCHEDULE
Per AB 26 - Section 34167 and 34169 (*)

Project Name / Debt Obligation	Payee	Description	Total Outstanding Debt or Obligation	Total Due During Fiscal Year	Payments by month					Total
					Aug**	Sept	Oct	Nov	Dec	
1) Statutory Pass Through Payments	Los Angeles County General	Payments per CRJ 33607.7	6,739,614.68	250,572.46						\$
2) Statutory Pass Through Payments	Los Angeles County Fire - FFW	Payments per CRJ 33607.7	122,790.53	4,665						\$
3) Statutory Pass Through Payments	LA County Flood Control	Payments per CRJ 33607.7	270,387.00	10,052.73						\$
4) Statutory Pass Through Payments	Greater LA County Vector Control	Payments per CRJ 33607.7	8,334.58	309.87						\$
5) Statutory Pass Through Payments	County Sanitation District No. 2	Payments per CRJ 33607.7	274,407.22	10,202.20						\$
6) Statutory Pass Through Payments	City of Commerce	Payments per CRJ 33607.7	818,491.87	30,430.75						\$
7) Statutory Pass Through Payments	Water Replenishment District	Payments per CRJ 33607.7	2,833.81	105.36						\$
8) Statutory Pass Through Payments	County School Services	Payments per CRJ 33607.7	21,400.63	795.66						\$
9) Statutory Pass Through Payments	Childrens Institutional Tuition Fund	Payments per CRJ 33607.7	42,472.82	1,579.10						\$
10) Statutory Pass Through Payments	Cerritos Community College District	Payments per CRJ 33607.7	22,788.21	847.24						\$
11) Statutory Pass Through Payments	LA Community College District	Payments per CRJ 33607.7	433,924.01	16,132.88						\$
12) Statutory Pass Through Payments	LA Unified School District	Payments per CRJ 33607.7	4,722.44	175.58						\$
13) Statutory Pass Through Payments	LA Unified School District	Payments per CRJ 33607.7	27,702.07	1,029.94						\$
14) Statutory Pass Through Payments	Dev. Center Handicapped Minor - LA	Payments per CRJ 33607.7	1.55	0.06						\$
15) Statutory Pass Through Payments	County School Services Fund - LA	Payments per CRJ 33607.7	156.25	5.81						\$
16) Statutory Pass Through Payments	LA Childrens Center	Payments per CRJ 33607.7	454.54	16.90						\$
17) Statutory Pass Through Payments	Montebello Unified School District	Payments per CRJ 33607.7	3,141,944.52	116,814.51						\$
18) Statutory Pass Through Payments	County School Services Fund - Montebello	Payments per CRJ 33607.7	112,192.63	4,171.22						\$
19) Statutory Pass Through Payments	Dev. Center Handicapped Minor - Montebello	Payments per CRJ 33607.7	5,230.28	194.46						\$
20)										\$
21)										\$
22)										\$
23)										\$
24)										\$
25)										\$
26)										\$
27)										\$
28)										\$
Totals - Other Obligations			\$ 8,789,871.42	\$ 326,798.83	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

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 ** Include only payments to be made after the adoption of the EOPS.
 *** All payment amounts are estimates.

OTHER OBLIGATION PAYMENT SCHEDULE
 Per AB 26 - Section 34167 and 34169 (*)

Project Name / Debt Obligation	Payee	Description	Total Outstanding Debt or Obligation	Total Due During Fiscal Year	Payments by month					Total
					Aug**	Sept	Oct	Nov	Dec	
1) Statutory Pass Through Payments	Los Angeles County General	Payments per CRL 33607.7	6,859,842.95	257,372.52						\$ -
2) Statutory Pass Through Payments	Los Angeles County Fire - FFW	Payments per CRL 33607.7	124,984.72	4,689.16						\$ -
3) Statutory Pass Through Payments	LA County Flood Control	Payments per CRL 33607.7	275,207.28	10,326.43						\$ -
4) Statutory Pass Through Payments	Greater LA County Vector Control	Payments per CRL 33607.7	8,483.15	318.28						\$ -
5) Statutory Pass Through Payments	County Sanitation District No. 2	Payments per CRL 33607.7	279,299.03	10,478.94						\$ -
6) Statutory Pass Through Payments	City of Commerce	Payments per CRL 33607.7	832,997.50	31,253.00						\$ -
7) Statutory Pass Through Payments	Water Replenishment District	Payments per CRL 33607.7	2,884.34	108.21						\$ -
8) Statutory Pass Through Payments	County School Services	Payments per CRL 33607.7	21,782.17	817.23						\$ -
9) Statutory Pass Through Payments	Childrens Institutional Tuition Fund	Payments per CRL 33607.7	43,229.94	1,621.93						\$ -
10) Statutory Pass Through Payments	LA Community College District	Payments per CRL 33607.7	464,864.03	17,440.72						\$ -
11) Statutory Pass Through Payments	LA Community College Child Center	Payments per CRL 33607.7	1,885.51	180.34						\$ -
12) Statutory Pass Through Payments	Montebello Unified School District	Payments per CRL 33607.7	3,224,521.04	120,979.90						\$ -
13) Statutory Pass Through Payments	County School Services Fund - Montebello	Payments per CRL 33607.7	115,141.30	4,319.95						\$ -
14) Statutory Pass Through Payments	Dev. Center Handicapped Minor - Montebello	Payments per CRL 33607.7	5,367.75	201.39						\$ -
15)										\$ -
16)										\$ -
17)										\$ -
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22)										\$ -
23)										\$ -
24)										\$ -
25)										\$ -
26)										\$ -
27)										\$ -
28)										\$ -
Totals - Other Obligations			\$ 12,260,480.71	\$ 460,107.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

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 If an agency adopts a continuation ordinance per ABX1 27, this EOPS will not be valid and there is no need to prepare a ROPS.
 ** Include only payments to be made after the adoption of the EOPS.
 *** All payment amounts are estimates

OTHER OBLIGATION PAYMENT SCHEDULE
 Per AB 26 - Section 34167 and 34169 (*)

Project Name / Debt Obligation	Payee	Description	Total Outstanding Debt or Obligation	Total Due During Fiscal Year	Payments by month					Total
					Aug**	Sept	Oct	Nov	Dec	
1) Statutory Pass Through Payments	Los Angeles County General	Payments per CRL 33607.7	599,373.78	14,677.38						\$ -
2) Statutory Pass Through Payments	Los Angeles County Fire - FFW	Payments per CRL 33607.7	10,519.95	267.41						\$ -
3) Statutory Pass Through Payments	LA County Flood Control	Payments per CRL 33607.7	24,046.47	588.85						\$ -
4) Statutory Pass Through Payments	Greater LA County Vector Control	Payments per CRL 33607.7	741.22	18.15						\$ -
5) Statutory Pass Through Payments	County Sanitation District No. 2	Payments per CRL 33607.7	24,403.99	597.60						\$ -
6) Statutory Pass Through Payments	City of Commerce	Payments per CRL 33607.7	72,796.28	1,782.60						\$ -
7) Statutory Pass Through Payments	Water Replenishment District	Payments per CRL 33607.7	252.02	6.17						\$ -
8) Statutory Pass Through Payments	County School Services	Payments per CRL 33607.7	1,903.24	46.61						\$ -
9) Statutory Pass Through Payments	Childrens Institutional Tuition Fund	Payments per CRL 33607.7	3,777.25	92.50						\$ -
10) Statutory Pass Through Payments	LA Community College District	Payments per CRL 33607.7	40,617.01	994.62						\$ -
11) Statutory Pass Through Payments	LA Community College Child Center	Payments per CRL 33607.7	419.98	10.28						\$ -
12) Statutory Pass Through Payments	Los Angeles Unified School District	Payments per CRL 33607.7	3,761.00	92.10						\$ -
13) Statutory Pass Through Payments	County School Services Fund - Los Angeles	Payments per CRL 33607.7	0.21	0.01						\$ -
14) Statutory Pass Through Payments	Dev. Center Handicapped Minor - L.A.	Payments per CRL 33607.7	21.21	0.52						\$ -
15) Statutory Pass Through Payments	L.A. Childrens Center Fund	Payments per CRL 33607.7	61.71	1.51						\$ -
16) Statutory Pass Through Payments	Montebello Unified School District	Payments per CRL 33607.7	278,201.74	6,812.57						\$ -
17) Statutory Pass Through Payments	County School Services Fund - Montebello	Payments per CRL 33607.7	9,934.04	243.26						\$ -
18) Statutory Pass Through Payments	Dev. Center Handicapped Minor - Montebello	Payments per CRL 33607.7	463.11	11.34						\$ -
19) Statutory Pass Through Payments										\$ -
20) Statutory Pass Through Payments										\$ -
21) Statutory Pass Through Payments										\$ -
22) Statutory Pass Through Payments										\$ -
23) Statutory Pass Through Payments										\$ -
24) Statutory Pass Through Payments										\$ -
25) Statutory Pass Through Payments										\$ -
26) Statutory Pass Through Payments										\$ -
27) Statutory Pass Through Payments										\$ -
28) Statutory Pass Through Payments										\$ -
Totals - Other Obligations			\$ 783,032.61	\$ 19,174.80	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

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OTHER OBLIGATION PAYMENT SCHEDULE
 Per AB 26 - Section 34167 and 34169 (*)

Project Name / Debt Obligation	Payee	Description	Total Outstanding Debt or Obligation	Total Due During Fiscal Year	Payments by month					Total
					Aug**	Sept	Oct	Nov	Dec	
1) Statutory Pass Through Payments	Los Angeles County General	Payments per CRL 33607.7	65,706,472.57	851,470.18						\$
2) Statutory Pass Through Payments	Los Angeles County Fire - FFW	Payments per CRL 33607.7	1,200,943.77	15,662.66						\$
3) Statutory Pass Through Payments	LA County Flood Control	Payments per CRL 33607.7	2,653,717.49	34,388.72						\$
4) Statutory Pass Through Payments	Greater LA County Vector Control	GREATER LA CO VECTOR CONTROL	81,963.52	1,082.14						\$
5) Statutory Pass Through Payments	County Sanitation District No. 2	CO SANITATION DIST NO 2 OPERAT	2,672,723.52	34,633.01						\$
6) Statutory Pass Through Payments	City of Commerce	COMMERCE - RP# 4	8,315,139.84	107,753.37						\$
7) Statutory Pass Through Payments	Water Replenishment District	WTR REPLENISHMENT DIST OF SO CAL	27,796.32	360.20						\$
8) Statutory Pass Through Payments	County School Services	COUNTY SCHOOL SERVICES	209,066.37	2,709.23						\$
9) Statutory Pass Through Payments	Childrens Institutional Tuition Fund	CHILDRENS INSTL TUITION FUND	427,635.76	5,541.60						\$
10) Statutory Pass Through Payments	LA Community College District	LA CITY COMMUNITY COLLEGE DIST	4,478,296.74	58,032.88						\$
11) Statutory Pass Through Payments	LA Community College Child Center	LA COMM COLL CHILDRENS CTR FD	46,208.42	598.80						\$
12) Statutory Pass Through Payments	Los Angeles Unified School District	LOS ANGELES UNIFIED SCHOOL DIST	32,742,476.84	424,299.79						\$
13) Statutory Pass Through Payments	County School Services Fund - Los Angeles	CO SCH SERV FD - LOS ANGELES	1,824.58	23.64						\$
14) Statutory Pass Through Payments	Dev Center Handicapped Minor - L.A.	DEV CTR HDOPD MINOR L A UNIF	184,678.07	2,393.19						\$
15) Statutory Pass Through Payments	L.A. Childrens Center Fund	LOS ANGELES CHILDRENS CENTER FD	537,241.18	6,961.94						\$
16) Statutory Pass Through Payments	Montebello Unified School District	MONTEBELLO UNIFIED SCHOOL DIST	31,233,862.80	404,750.12						\$
17) Statutory Pass Through Payments	County School Services Fund - Montebello	CO SCH SERV FD - MONTEBELLO	111,529.96	1,445.28						\$
18) Statutory Pass Through Payments	Dev Center Handicapped Minor - Montebello	DEV CTR HDOPD MINOR MONTEBELLO	51,993.26	673.76						\$
19)										\$
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23)										\$
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25)										\$
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27)										\$
28)										\$
Totals - Other Obligations			\$ 118,748,943.81	\$ 1,538,831.41	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

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OTHER OBLIGATION PAYMENT SCHEDULE
Per AB 26 - Section 34167 and 34169 (*)

Project Name / Debt Obligation	Payee	Description	Total Outstanding Debt or Obligation	Total Due During Fiscal Year	Payments by month							Total
					Aug**	Sept	Oct	Nov	Dec			
1) Substantial Rehabilitation Housing Program	Raymond Marquez	Home improvements	100,000.00	100,000.00		25,000.00	25,000.00	25,000.00	25,000.00	25,000.00	100,000.00	\$
2) Substantial Rehabilitation Housing Program	2 units	Home improvements	200,000.00	200,000.00		0.00	100,000.00	100,000.00	100,000.00	0.00	200,000.00	\$
3) Fix Up Grant	50 units	Home improvements	50,000.00	50,000.00		10,000.00	10,000.00	10,000.00	10,000.00	10,000.00	40,000.00	\$
4) Senior Rental Subsidy	43 units	Rent subsidies to low income seniors	103,200.00	103,200.00	8,600.00	8,600.00	8,600.00	8,600.00	8,600.00	8,600.00	43,000.00	\$
5) Senior Yard Maintenance	27 units	Yard maintenance to low income seniors	27,540.00	27,540.00	2,295.00	2,295.00	2,295.00	2,295.00	2,295.00	2,295.00	11,475.00	\$
6) Supplemental Educational Revenue Aug Fund	All Taxing Entities	Repayment of SERAF per CRL 33690 (c)	7,963,181.00	1,992,816.90								\$
7)												\$
8)												\$
9)												\$
10)												\$
11)												\$
12)												\$
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23)												\$
24)												\$
25)												\$
26)												\$
27)												\$
28)												\$
Totals - Other Obligations			\$ 8,443,921.00	\$ 2,403,556.90	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 45,895.00	\$ 394,475.00	\$

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AGENDA REPORT

Meeting Date: September 20, 2011

TO: Honorable City Council

FROM: City Administrator

SUBJECT: A Resolution of the City Council of the City of Commerce, California, Approving a Representation and Fee Agreement Letter and Informed Consent of Waiver of Conflicts of Interest with the Law Firm of Rutan & Tucker, LLP

RECOMMENDATION:

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

MOTION:

Move to approve the recommendation.

BACKGROUND:

As part of the 2011-12 State budget bill, the California Legislature enacted and the Governor has signed companion bills, Assembly Bill 1X 26 ("AB 26") and Assembly Bill 1X 27 ("AB 27"), requiring that each redevelopment agency in the State be dissolved unless the community that created it enacts an ordinance committing it to making certain payments. An action challenging the constitutionality of AB 26 and AB 27 has been filed in the California Supreme Court on behalf of cities, counties and redevelopment agencies throughout the State.

The City of Commerce has been approached by a group of consortium of cities, including the City of Cerritos, that have decided to consider additional litigation that will address some more specific issues confronting the consortium cities as a result of the passage of AB 26 and AB 27. The consortium cities have agreed to utilize the law firm of Rutan & Tucker, LLP to represent the cities in such matter(s).

The issues raised by the passage of AB 26 and AB 27 are extremely important to the City and Commerce Community Development Commission. It is critical that such issues be properly addressed by the courts. Staff therefore believes that it is in the best interests of the City and the Commission to join with the consortium cities and to approve the retainer agreement with the law firm of Rutan & Tucker.

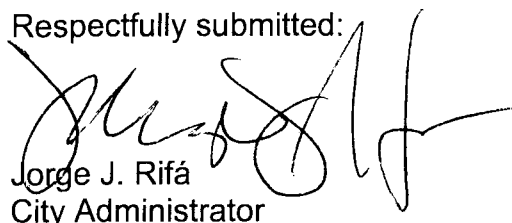
ANALYSIS:

The Rutan & Tucker Agreement provides for the following rates: a composite billing rate of \$375 per hour for attorney time; \$175 to \$215 per hour for paralegals; and \$60 to \$80 per hour for document clerks. The consortium cities will be billed on a pro rata basis that will be based on the amount of tax increment revenues received by the individual cities in fiscal year 2008-2009. Based on that formula and based on the number of cities participating at this time (10), the City of Commerce will be billed a pro rata share of 12.12% for the work done by the law firm on behalf of the consortium cities. The Agreement also provides that the law firm is not aware of any actual conflicts at this time. The law firm, however, is required by law to advise of the potential for conflicts and to have the City expressly recognize such potential in the Agreement.

FISCAL IMPACT:

The lawsuit is estimated to cost \$200,000; however, it could be more or less. Based on the City's pro rata payment requirement, the City's share of such total would be \$24,240. The payment will be made from Account No. 10-1050-53030 (Other Legal Services), since, due to the limitations of AB 1X 26, it cannot include Commission (or redevelopment) funds. Once the Supreme Court has rendered its decision, a review of this account will be made to determine if it can be reimbursed from other available funds.

Respectfully submitted:



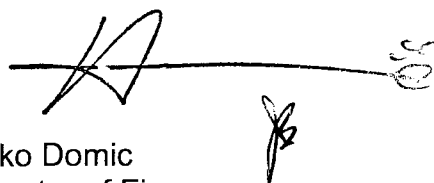
Jorge J. Rifá
City Administrator

Prepared by and
Approved as to form:

Eduardo Olivo by NW

Eduardo Olivo
City Attorney

Fiscal impact reviewed by:



Vilko Domic
Director of Finance

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMMERCE,
CALIFORNIA, APPROVING A REPRESENTATION AND FEE AGREEMENT LETTER
AND INFORMED CONSENT OF WAIVER OF CONFLICTS OF INTEREST WITH THE
LAW FIRM OF RUTAN & TUCKER, LLP

WHEREAS, as part of the 2011-12 State budget bill, the California Legislature enacted and the Governor has signed companion bills, Assembly Bill 1X 26 ("AB 26") and Assembly Bill 1X 27 ("AB 27"), requiring that each redevelopment agency in the State be dissolved unless the community that created it enacts an ordinance committing it to making certain payments; and

WHEREAS, an action challenging the constitutionality of AB 26 and AB 27 has been filed in the California Supreme Court on behalf of cities, counties and redevelopment agencies throughout the State; and

WHEREAS, the City of Commerce has been approached by a consortium of cities, including the City of Cerritos, who have decided to consider additional litigation that will address some more specific issues confronting the consortium cities as a result of the passage of AB 26 and AB 27; and

WHEREAS, the consortium cities have agreed to utilize the law firm of Rutan & Tucker, LLP to represent the cities in such matter(s); and

WHEREAS, the City Council believes that the issues raised by the passage of AB 26 and AB 27 are extremely important to the City and Commerce Community Development Commission and that it is critical that such issues be properly addressed by the courts; and

WHEREAS, the City Council believes that it is in the best interests of the City and the Commission to join with the consortium cities and to approve the retainer agreement with the law firm of Rutan & Tucker.

NOW, THEREFORE, BE IT RESOLVED, BY THE CITY COUNCIL OF THE CITY OF COMMERCE AS FOLLOWS:

Section 1. The recitals set forth above are true and correct and incorporated herein by reference.

Section 2. The Representation and Fee Agreement Letter and Informed Consent of Waiver of Conflicts of Interest with the law firm of Rutan & Tucker, LLP is hereby approved and the Mayor is hereby authorized to execute the Agreement for and on behalf of the City of Commerce.

PASSED, APPROVED AND ADOPTED this _____ day of _____ 2011.

Joe Aguilar
Mayor

ATTEST:

Linda Kay Olivieri, MMC
City Clerk

September 12, 2011

**VIA E-MAIL AND
FIRST CLASS MAIL**

Mr. Jorge Rifa
City Manager
City of Commerce
2535 Commerce Way
Commerce, CA 90040

Re: City of Commerce & Commerce Redevelopment Agency -- Representation and
Fee Agreement Letter and Request for Informed Consent of Waiver of Conflicts
of Interest

Dear Mr. Rifa:

As you know, Rutan & Tucker, LLP ("Rutan") was selected to represent the City of Cerritos and nine other cities (Carson, Commerce, Cypress, Downey, Lakewood, Paramount, Placentia, Santa Fe Springs, and Signal Hill) and their respective redevelopment agencies (collectively, the "Cities") to challenge the constitutionality of AB1X26 and AB1X27, the two redevelopment bills enacted by the Legislature on June 15, 2011 and signed into law by Governor Brown on June 28, 2011 (the "AB1X26/27 Litigation"). Additional clients who will be petitioners/plaintiffs in the lawsuit will be Cuesta Villas Housing Corporation, a private California nonprofit public benefit corporation (formed by the City of Cerritos) that is the developer of an affordable housing project in Cerritos, and Bruce W. Barrows, a resident of Cerritos and a member of the City Council of the City of Cerritos, to be named as a taxpayer petitioner/plaintiff. Cuesta Villas Housing Corporation and Mr. Barrows are collectively referred to herein as the "Additional Clients."

A. Purpose of This Retainer Letter; Payment of Legal Fees and Costs

Because the City of Commerce and its redevelopment agency (collectively, "City") have agreed to participate with Cerritos and the other Cities, and with the Additional Clients, in the AB1X26/27 Litigation and to have Rutan represent the City in this matter, Rutan is required to obtain your signature on this written representation and fee agreement letter which also includes a request for your informed written consent of a waiver of conflicts of interest.

With this retainer letter, the City is confirming its retention of Rutan to represent the City in the AB1X26/27 Litigation and for the City to join in both tracks of the litigation: (1) as a Petitioner/Plaintiff in a petition for writ of mandate/complaint to be filed in Sacramento Superior

Mr. Jorge Rifa
September 12, 2011
Page 2

Court challenging the constitutionality of AB1X26 and AB1X27, and (2) as a party to an *amicus curiae* (“friend of the court”) brief to be filed with the California Supreme Court in support of the petition challenging AB1X26 and AB1X27 filed by the League of California Cities (“League”) and the California Redevelopment Association (“CRA”). In both the petition and the *amicus* brief we intend to present constitutional claims not raised by the League/CRA as well as repeating and supporting claims raised by the League/CRA.

This retainer letter, including the attached Statement of Engagement Terms and Billing Practices (“Statement”) incorporated herein, serves as the representation and fee agreement and also provides for the City’s informed written consent of waivers of any actual or potential conflicts of interest that may be created (i) by Rutan’s joint representation of the Cities and the Additional Clients and/or (ii) as a result of Rutan’s representation of other clients adverse to the City on matters unrelated to the AB1X26/27 Litigation. Please review both this letter and the attached Statement as they contain important terms and conditions, including an arbitration provision and general waiver pertaining to Rutan & Tucker’s continuing or future representation of *other* clients whose matters, or positions taken, may adversely affect your interests or positions. **If the agreement set forth herein is acceptable, please sign and date below and return this entire letter agreement, including the Statement, to me.**

With respect to the monthly billing of legal fees, normally the hourly rate to be charged depends on the rate of the attorney working on the matter (in general, our rates for attorney time depend on the seniority of the attorney and range from approximately \$220 per hour to approximately \$635 per hour). We have, however, agreed to provide representation to the Cities for a composite rate of \$375 per hour for attorney time. Rate for paralegals in our office range from approximately \$175-\$215 per hour and rates for document clerks in our office range from approximately \$60-\$80 per hour. The rates for paralegals and document clerks may increase as of January 1st of each year without notice. The rate for attorney time will not increase without the prior consent of the Cities. In addition to fees, our clients are also billed for all necessary costs incurred in connection with the representation, such as document copying costs, clerk and reporter’s transcript fees and costs, service fees, telecopying fees, long distance telephone costs, mileage, computer assisted research, filing fees, expert and consultant fees and costs, administrative record fees, and other related litigation costs and out-of-pocket expenses.

As to payment of our bills, the City of Cerritos has agreed to administer the payment of bills and to be responsible for payment, with each City reimbursing Cerritos on a pro rata basis in accordance with a percentage allocation as shown on **Exhibit “A”** to this letter. If the City determines to drop out of the litigation, the City shall be responsible for the costs and fees incurred up to the time it withdraws from the proceedings, including the costs and fees to effectuate the withdrawal, if any. In such case the percentage allocation would then be adjusted. Monthly invoices showing the costs and fees incurred will be sent to the City of Cerritos.

Mr. Jorge Rifa
September 12, 2011
Page 3

Because some of the claims we intend to present to the court are best presented by a private party, one of the Additional Clients is Cuesta Villas Housing Corporation, a private nonprofit public benefit corporation formed by the City of Cerritos but which has been determined by a final decision of the California Court of Appeal to be a private corporation. (*City of Cerritos v. Cerritos Taxpayer Association* (2010) 183 Cal.App.4th 1417.) The allocation of fees and costs to the City of Cerritos shown on Exhibit "A" to this letter includes fees and costs which otherwise would be allocated to Cuesta Villas Housing Corporation.

Because some of the claims we intend to present to the court may require the "standing" of an individual taxpayer petitioner/plaintiff, as noted above Bruce W. Barrows, a resident of the City of Cerritos, a member of the Cerritos City Council, and the current President of the Los Angeles Division of the League of California Cities, has agreed to be our taxpayer petitioner/plaintiff—provided the Cities indemnify and hold Mr. Barrows and his property harmless from any judgments, fees, or costs which may be assessed against the Cities and Additional Clients, or any of them, as a result of the AB1X26/27 Litigation. It is possible that the Cities and Additional Clients could be ordered by the court to pay a litigation judgment, fee, and/or cost amount in the AB1X26/27 Litigation, which could include, but not be limited to, the State's attorneys' fees and cost for preparation of an administrative record. By signing this letter the City is agreeing that any such amounts that otherwise would be allocable to Mr. Barrows would be required to be paid by the Cities and apportioned according to the percentages shown on Exhibit "A" and Mr. Barrows shall not be liable for, and the Cities shall indemnify and hold him harmless for, the payment of any such amounts.

B. Informed Written Consent of Waiver of Conflicts of Interest

With respect to our request for informed written consent of a waiver of actual or potential current and future conflicts of interests, there are two aspects that derive from Rule 3-310 of the Rules of Professional Conduct of the California State Bar: (1) jointly representing multiple clients in the same matter, as is the case here, and (2) representing a client in a matter (e.g., in this case the City in the AB1X26/27 Litigation) while currently or in the future representing other clients adverse to the first client on matters that are unrelated to the matter in which we are representing the first client (i.e., unrelated to the AB1X26/27 Litigation).

Rule 3-310 of the Rules of the Professional Conduct of the State Bar of California generally permits clients to give informed written consent to representation in conflict of interest situations. Informed written consent under these Rules requires written disclosure to the clients of the relevant circumstances, and of the actual and reasonably foreseeable adverse consequences to the client arising by reason, of the actual or potential conflict of interest. The pertinent subsections of Rule 3-310 state:

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(C) A member [i.e., the lawyer] shall not, without the informed written consent of each client:

(1) Accept representation of more than one client in a matter in which the interests of the clients potentially conflict; or

(2) Accept or continue representation of more than one client in a matter in which the interests of the clients actually conflict; or

(3) Represent a client in a matter and at the same time in a separate matter accept as a client a person or entity whose interest in the first matter is adverse to the client in the first matter.

(D) A member who represents two or more clients shall not enter into an aggregate settlement of the claims of or against the clients without the informed written consent of each client.

(E) A member [i.e., the lawyer] shall not, without the informed written consent of the client or former client, accept employment adverse to the client or former client where, by reason of the representation of the client or former client, the member has obtained confidential information material to the employment.

1. Joint Representation

Concerning the first issue of joint representation of multiple clients on the same matter, we request the City provide its informed written consent to waive any current or future conflicts that may arise as a result of our joint representation of the Cities and Additional Clients in this matter. Although we are not aware that any of the Cities or Additional Clients, as between or among them, have any conflicts, our duty is to alert you to certain issues about joint representation and conflicts that could arise in the future. The following are not all potential scenarios that could arise but are examples that describe some important issues.

a. Information and documents obtained by us from the City as necessary for the AB1X26/27 Litigation, which could include attorney-client privileged communications, confidential information, and attorney work product, will not be confidential with respect to, and may be shared with, the other Cities and Additional Clients.

b. Although communications between our office and the City and other attorneys for the City, and with any expert witnesses and consultants, if any, retained by the City, will remain privileged and confidential and subject to a joint defense privilege, common

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interest doctrine, and all other potentially applicable privileges and non-waiver doctrines, such communications may be shared with the other Cities and Additional Clients.

c. Our office, prior to the City's execution of this retainer letter, has had discussions with, and received documents from, representatives and/or attorneys of some of the Cities, which may include the City, with regard to facts and circumstances relevant to the proposed petition/complaint and amicus brief for the AB1X26/27/ Litigation. The City, by signing this retainer letter, agrees that the provisions of clauses (a) and (b) immediately above apply with respect to those prior communications.

d. It is the intent that all information exchanged in connection with the common interest of the Cities and Additional Clients is subject to the attorney-client privilege and the attorney work product doctrine and any such exchange of information is not intended to, or shall, constitute a waiver of any such privilege. Each of the Cities and Additional Clients, including the City, agrees not to waive the attorney-client privilege as to any communications, information, or documents we obtain from any of the Cities or Additional Clients, including the City.

e. There is a potential for the interests of the Cities and Additional Clients with respect to the AB1X26/27 Litigation to become adverse in the future. As an example, a potential conflict could arise if one or more of the Cities or Additional Clients wishes to proceed with a strategy in the AB1X26/27 Litigation that is beyond what other Cities/Additional Clients this office represents believe are reasonable or appropriate under the circumstances. Although at this time there is no indication that, with respect to the AB1X26/27 Litigation, such a conflict exists or that the interests of the Cities and Additional Clients are in any way presently adverse, such a potential for adverse interests exists and could cause a dispute as to the litigation strategy to pursue in the AB1X26/27 Litigation. Specifically with respect to subdivision (D) of Rule 3-310, because the claims being pursued are constitutional in nature, we do not anticipate any potential for settlement of the claims although should a settlement be proposed we would consult with all of the Cities/Additional Clients as to any settlement proposal. If, however, a conflict among the Cities/Additional Clients did arise, by signing this letter the City is agreeing that Rutan may continue with its representation of the City of Cerritos and those Cities/Additional Clients that are taking positions consistent with the City of Cerritos, and Rutan may withdraw from its representation of the conflicted city, with the conflicted city then being permitted to substitute in new counsel, if it so desires.

2. Representation of Other Clients on Unrelated Matters Adverse to the City

There are two additional general circumstances that give rise to conflicts of interest and require the City's informed written consent of a waiver of those conflicts.

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First, because Rutan is a large law firm with many clients, we require that fee agreements contain a general waiver with respect to our representation of other clients. Therefore, please note that the attached Statement, incorporated herein, includes the following provision:

Representation in Other Matters. Rutan & Tucker, LLP is a large law firm with many attorneys and have more than one office. We represent many business entities in varied industries, individuals, and government entities with varied interests in many different locales. It is possible that during the time we are representing your interests in the matter or matters for which you have retained us, you may become involved in transactions and/or disputes in which your interests are adverse to those of one or more of the firm's present or future clients. Therefore, as a condition to our undertaking this engagement, you have agreed that Rutan & Tucker may continue to represent, or may undertake in the future to represent, other existing or new clients in any matter, other than a matter in which we represent you, which may adversely affect you or your interests. We agree, however, that your prospective consent to conflicting representation contained in the preceding sentence shall not apply in any instances where as a result of our representation of you we have obtained confidential information of a non-public nature which would be material to our employment by any such other existing or new clients, except as may otherwise be waived by a conflict of interest waiver. Thus, by signing this fee agreement letter, you knowingly waive any actual or apparent conflict of interest resulting from such adverse representation. You should be aware of your right to seek independent legal advice regarding the nature and effect of the foregoing waiver and consent.

Second, Rutan represents Cerritos, Cypress, Downey, and Cuesta Villas Housing Corporation as general or special counsel on an ongoing basis, Rutan represents Signal Hill as special counsel in certain matters, and Rutan represents one or more broad coalitions of cities on certain other matters which coalitions include one or more of the Cities. We also represent numerous private parties and governmental entities who may in the future have a matter unrelated to the AB1X26/27 Litigation that is adverse to the City, including in litigation. The following numbered subparagraphs describe some of the actual and reasonably foreseeable consequences of our firm representing the City as part of the coalition of Cities and Additional Clients for the AB1X26/26 Litigation while representing current or future clients adverse to the City in unrelated matters, as well as potential conflicts as between the Cities. As with describing issues related to joint representation, the following are not all the potential scenarios that could occur but the following do describe a range of reasonable issues that could arise:

(1) It is possible that, in the future, one or more of the Cities or Additional Clients our firm is representing in the AB1X26/27 Litigation, including but not limited to those

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Cities or Additional Clients for whom we currently serve in an ongoing capacity as general or special counsel, could be adverse to the City on a matter, unrelated to the AB1X26/27 Litigation, that has arose prior to the filing of the petition/complaint and amicus brief, or that arises during the course of the AB1X26/27 litigation, or that arises after the conclusion of the AB1X26/27 Litigation. As illustrations only, one of the other Cities could have a dispute over a land use or environmental matter occurring in the City, or have a dispute over a Local Agency Formation Commission proceeding, or perhaps be adverse with respect to another local or regional issue. In such instances, the City is providing, by signing this representation letter, its informed written consent to Rutan representing the other City or Cities or Additional Clients that is/are adverse to the City on such unrelated matter, including in any litigation, that may arise out of such adverse matter.

(2) Our firm represents numerous private parties, including but not limited to developers, property owners, and business owners, as well as numerous governmental agencies. Matters may include, but not be limited to, land use and environmental issues, real property acquisition and development, property rights, tort claims, construction matters, bankruptcy issues, intellectual property rights, and other legal issues. It is possible that in the future such parties could be adverse to the City on a matter unrelated to the AB1X26/27 Litigation that arose prior to the filing of the petition/complaint and amicus brief, or that arises during the course of the AB1X26/27 litigation, or that arises after the conclusion of the AB1X26/27 Litigation. In such instances, the City is providing, by signing this representation letter, its informed written consent to Rutan representing such other parties adverse to the City on such unrelated matter, including in any litigation, that may arise out of such adverse matter

(3) By representing the City while continuing to represent current or future clients adverse to the City on matters unrelated to the AB1X26/27 Litigation, Rutan may have acquired, or may in the future acquire, confidential information in the representation of either the City or the other client which might ethically require disclosure to one party but also require privileged nondisclosure and confidentiality duties to the other party (e.g., disclosure to City but not to the other client, or vice-versa).

(4) Rutan's representation of the City in the AB1X26/27 Litigation while representing current or future clients on matters adverse to the City unrelated to the AB1X26/27 Litigation could result in reluctance to zealously represent the interests of the City on the AB1X26/27 Litigation even though Rutan is collectively representing the Cities' interests in the AB1X26/27 Litigation. Although we do not believe our representation of other clients whose interests may be adverse to the City on unrelated matters would affect our representation of the Cities and Additional Clients on the AB1X26/27 Litigation, the City should be aware of this generalized concern when a law firm represents a client in one matter while also representing another client in a different unrelated matter that is adverse to the first client.

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We also make this request for the City's informed written consent because of the general rule that a lawyer owes a client a duty of loyalty which, among other things, requires a lawyer to exercise judgment that is not influenced by factors other than the client's best interests. The courts and the California State Bar are concerned that the attorney might favor one client over the other in the work being done in the conflicting matter, or at least that the attorney might give less than undivided loyalty to the client in the matter because of other existing or good relations with the other party. The judicial system wants to promote the confidence of the public in their relationship with their attorneys. And, of course, they want clients and attorneys both to be on guard against the possibility of a bias or ulterior motive in the attorney's representation of the client.

To ameliorate concerns that may arise from all of the foregoing descriptions, we agree as follows:

1. This firm will represent only the interests of the Cities and Additional Clients in connection with the AB1X26/27 Litigation.

2. All correspondence and legal work product in connection with the AB1X26/27 Litigation will be treated as privileged and confidential to the Cities and Additional Clients. Parties adverse to the City in unrelated matters will not be provided with copies of such correspondence or legal work product nor with any disclosure of such confidential information except as consented to by the City or required by final court order after expiration of any applicable appeals.

3. All correspondence and legal work product in connection with matters in which we represent other clients adverse to the City on matters unrelated to the AB1X26/27 Litigation will be treated as privileged and confidential to those clients and the Cities and Additional Clients will not be provided with copies of such correspondence or legal work product nor with any disclosure of such confidential information except as consented to by such other client or as required by final court order after expiration of any applicable appeals.

4. Rutan shall be permitted to represent other current or future clients on any current or future matters unrelated to the AB1X26/27 Litigation, including in litigation, where the City is not an adverse party.

5. Rutan shall be permitted to represent other current or future clients on any current or future matters unrelated to the AB1X26/27 Litigation, including in litigation, where the City is an adverse party.

6. The City, subject to the terms set forth above concerning withdrawal from the AB1X26/27 Litigation, may terminate the services of Rutan with respect to the AB1X26/27

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Litigation any time without affecting the foregoing parameters with respect to services previously rendered.

Subject to the parameters above regarding privilege and confidentiality, if Rutan attorneys or other personnel are required to be witnesses, or requested by the City to be witnesses, relating to the work or activities of Rutan for the City in connection with the Ab1X26/27 Litigation, such attorneys or other personnel shall have the right to serve as such a witness.

Your signature on this letter will confirm that you have read and understand the matters set forth herein and in the attached Statement, including the waiver set forth above. **You should be aware of your right to obtain independent legal counsel concerning entering into this retainer letter/fee agreement.** A copy of this letter has been sent to your City Attorney and we advise that you should consult with your City Attorney concerning this letter prior to signing it.

If the foregoing correctly sets forth our mutual understanding, please sign and date this letter agreement on the next page and return this entire letter agreement, including the attached Statement, to me.

Thank you.

Very truly yours,

RUTAN & TUCKER, LLP



Dan Slater

cc: Eduardo Olivo, Esq., City Attorney

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CITY OF COMMERCE
ACCEPTANCE OF TERMS OF REPRESENTATION/FEE LETTER AND
INFORMED CONSENT/WAIVER OF CONFLICT OF INTEREST


On behalf of the City of Commerce and its redevelopment agency (collectively, "City"), I have read and understand the contents of this letter and approve the terms of Rutan & Tucker LLP's representation of the City in the AB1X26/27 Litigation, and hereby consent to, and hereby knowingly and expressly waive, any conflict of interest arising from the law firm of Rutan & Tucker, LLP representing the City with respect to the AB1X26/27 Litigation as described in and subject to the terms of the foregoing letter, including but not limited to the advance general waiver as well as to specific conflicts that do, or may, exist now or in the future. In signing below I also acknowledge that I have had the opportunity to consult with counsel of my choosing concerning the foregoing letter and have so consulted with counsel, or have voluntarily, knowingly, and expressly waived my right to consult with counsel concerning the foregoing letter.

By: _____
Joe Aguilar, Mayor

Date: _____

[STATEMENT COMMENCES ON FOLLOWING PAGE AND EXHIBIT "A" FOLLOWS STATEMENT]

Approved as to form:


Eduardo Olivo, City Attorney

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RUTAN & TUCKER, LLP

Attorneys at Law

STATEMENT OF ENGAGEMENT TERMS AND BILLING PRACTICES

In the event of any conflict between the terms of this Statement and the terms set forth in the fee agreement cover letter to which this Statement is attached, the terms of the letter shall apply.

Fees. Our general policy is to calculate fees for legal services on the basis of a range of hourly billing rates for each lawyer and legal assistant engaged in providing such services, multiplied by the number of hours (or fractions thereof, in increments of one-tenth of one hour) devoted to the rendering of such services by each such lawyer or legal assistant. In serving the client we attempt to utilize those lawyers and legal assistants having the legal knowledge and level of experience required in order to achieve the client's objective. The selection of those lawyers and legal assistants who will render services will be made by the lawyer having overall supervisory responsibility for each engagement, taking into consideration the nature of the engagement, the degree of legal experience and knowledge required in order to achieve the client's objectives, the availability of lawyers and legal assistants to work on the engagement and their hourly billing rates. A range of hourly billing rates is determined for each of our lawyers and legal assistants on the basis of that person's seniority and experience or area of practice. The hourly billing rates may be adjusted annually, usually as of January 1. We do not generally send any notice of a change in hourly rates, other than as reflected in the bills themselves. If you would like to receive a revised range of rates at any time, we will provide you with an updated schedule upon request. The hourly billing rates for attorneys in our office range from \$220 to \$635 per hour.

Representation in Other Matters. Rutan & Tucker, LLP is a large law firm with many attorneys and have more than one office. We represent many business entities in varied industries, individuals, and government entities with varied interests in many different locales. It is possible that during the time we are representing your interests in the matter or matters for which you have retained us, you may become involved in transactions and/or disputes in which your interests are adverse to those of one or more of the firm's present or future clients. Therefore, as a condition to our undertaking this engagement, you have agreed that Rutan & Tucker may continue to represent, or may undertake in the future to represent, other existing or new clients in any matter, other than a matter in which we represent you, which may adversely affect you or your interests. We agree, however, that your prospective consent to conflicting representation contained in the preceding sentence shall not apply in any instances where as a result of our representation of you we have obtained confidential information of a non-public

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nature which would be material to our employment by any such other existing or new clients, except as may otherwise be waived by a conflict of interest waiver. Thus, by signing this fee agreement letter, you knowingly waive any actual or apparent conflict of interest resulting from such adverse representation. You should be aware of your right to seek independent legal advice regarding the nature and effect of the foregoing waiver and consent.

Termination of Engagement. You may terminate our engagement with or without cause at any time on written notice to us. Termination of our services will not affect your responsibility to pay for legal services rendered and all expenses and other charges incurred up to the date when we receive notice of termination, and for any further work required of us in order to facilitate an orderly turnover of matters in process at the time of termination.

We may terminate our engagement for any of the reasons permitted under and in accordance with the requirements of the California Rules of Professional Conduct, including, without limitation, your failure to pay our bills, misrepresentations of (or failure to disclose) any material facts, action taken contrary to our advice, or any other conduct or situation that in our judgment impairs an effective attorney-client relationship between us or presents conflicts with our professional responsibilities. Other grounds for termination our representation are set forth in Rule 3-700 of the California Rules of Professional Conduct, a copy of which we will provide you on request. We may request a stipulation executed by you allowing us to withdraw as your attorney in any judicial, arbitration or similar proceedings, subject to our compliance with the California Rules of Professional Conduct, in which even you agree in advance to our withdrawal.

Our attorney-client relationship will also terminate when a matter for which Rutan & Tucker was hired has been completed, whether or not our bill to you for services has been rendered or paid. Upon termination of our relationship, neither you nor Rutan & Tucker has a duty to accept new engagements or to continue representation in any matters unless mutually agreed in writing.

Future Representation. In the event our engagement necessitates that we prepare an agreement which provides for ongoing rights and obligations on your part, a dispute concerning the interpretation or enforceability of that agreement may subsequently arise after our engagement has been terminated. In the absence of our express written agreement, you may not assume that Rutan & Tucker will continue to be free to represent you in a future dispute concerning such agreement.

Retention of Files. Generally, we keep each client's legal files for seven years after we close the file. After seven years, we are entitled to destroy those files unless the client tells us otherwise. If you want us to keep your files for a longer period of time, please tell us.

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Errors and Omissions. Rutan & Tucker maintains errors and omissions insurance coverage applicable to the services to be rendered hereunder. This coverage complies with the requirements of California Business and Professions Code sections 6147(a)(6) and 6148(a)(4).

Arbitration of Disputes. By signing and returning the engagement letter, you agree that should any dispute arise out of or relate to this agreement, our relationship, any billing statements forwarded to you, or our services, including but not limited to any alleged claims for legal malpractice, breach of fiduciary duty, breach of contract or other claim against Rutan & Tucker for any alleged inadequacy of such services, all such disputes will be resolved by submission to final and binding arbitration in Orange County, California before a retired judge or justice. By agreeing to arbitrate, you waive any right to a court or jury trial. If we are unable to agree on a retired judge or justice, each party will name on retired judge or justice and the two named persons will select a neutral judge or justice who will act as the sole arbitrator.

Arbitration is, as you likely know, a process by which both parties to a dispute agree to submit the matter to a retired judge or other arbitrator who has expertise in the area and to abide by the arbitrator's decision, instead of litigating in court. In arbitration, there is no right to a trial by jury and the arbitrator's legal and factual determinations are generally not subject to appellate review. Arbitration rules of evidence and procedure are often less formal and rigid than in a court trial. Arbitration usually results in a decision much more quickly than proceedings in court, and the attorneys' fees and other costs incurred by both sides are usually substantially less.

Both the United States Supreme Court and California Supreme Court have endorsed arbitration as an accepted and favored method of resolving disputes, because it is economical and expeditious. Arbitration is also less acrimonious and more confidential than traditional litigation and is, therefore, particularly suited to resolution of disputes between attorneys and their clients.

Your agreement to arbitrate disputes is not a condition of our agreeing to represent you, and if you do not wish to agree to arbitrate, you should advise me before signing the copy of this letter. You are free to discuss the advisability of arbitration with us or your independent counsel or any of your other advisors and to ask any questions which you have.

The parties shall be entitled to take discovery in accordance with the provisions of the California Code of Civil Procedure, but either party may request that the arbitrator limit the amount or scope of such discovery, and in determining whether to do so, the arbitrator shall balance the need for the discovery against the parties' mutual desire to resolve disputes expeditiously and inexpensively.

Under California law, you have the right, if you desire, to request arbitration of any fee dispute before an arbitrator or panel of arbitrators selected by a local bar association or the State Bar ("Bar Arbitration") and a trial *de novo* in court if dissatisfied with the result. If you do

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request a Bar Arbitration, the law provides that evidence of any claim of malpractice or professional misconduct is admissible only concerning the fees or costs in dispute and that the Bar Arbitrators shall not award any affirmative relief in the, form of damages, offset or otherwise on account of such claim. By signing this Agreement, you agree that if a Bar Arbitration is conducted, that Bar Arbitration or any trial *de novo* in Court thereafter shall determine only the issue of the amount of fees properly chargeable to you, if any, and that such Bar Arbitration or trial *de novo* in Court thereafter shall have no effect on the provisions set forth above which require arbitration before a retired judge or justice of any claims for affirmative relief based on alleged professional malpractice, errors or omissions, breach of conduct, breach of fiduciary duty, fraud or violation of any statute. Any such claims shall be solely determined by a retired judge or justice in an arbitration without regard to the result of any Bar Arbitration or trial *de novo* thereafter.

You are urged to discuss the advisability of arbitration with Rutan & Tucker or your independent counsel or any of your other advisors and to ask any questions which you have. Your execution and delivery of the engagement letter will confirm that you have either obtained independent legal advice with respect to the binding arbitration clause, or you have decided to enter into this engagement without seeking such advice.

Charges. Our statements to our clients are normally rendered on a monthly basis, and ordinarily include certain charges other than fees for legal services. These charges may include third-party expenses (such as filings fees, courier and messenger charges, court reporters and travel/mileage) and internal expenses (such as document copying costs, long distance telephone charges, computer-assisted research costs and similar out-of-pocket expenses). Clients may be asked to pay larger third-party invoices directly or provide us with an advance payment of such costs. Other third-party expenses will be added to our bills with no markup.

Applicable Law. Our attorney-client relationship will be governed by California law, including the California Rules of Professional Conduct.

[end]

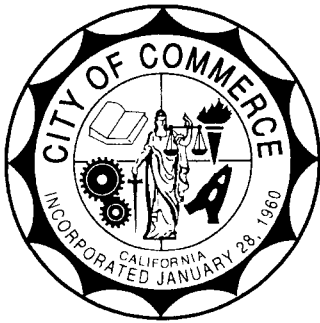
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EXHIBIT "A"

PROPORTIONAL PERCENTAGE CHARGES

CITY	2008-09 GROSS \$ TAX INCREMENT	PERCENTAGE ALLOCATION
Carson	\$33,249,076	20.59%
Cerritos	\$33,711,139	20.87%
Commerce	\$19,565,956	12.12%
Cypress	\$ 6,614,712	4.10%
Downey	\$ 4,575,986	2.83%
Lakewood	\$ 8,638,103	5.35%
Paramount	\$12,472,439	7.72%
Placentia	\$ 2,351,280	1.46%
Santa Fe Springs	\$31,542,884	19.53%
Signal Hill	\$ 8,772,830	5.43%
TOTAL	\$161,494,385	100.00%

- *Percentages will be adjusted if additional cities join between now the date the petition and amicus brief are filed.*
- *The lawsuit is estimated to cost approximately \$200,000; however, it could be more or less. Cost shares will be adjusted accordingly.*
- *The City of Cerritos will invoice each City when payment is due.*
- *The City of Cerritos allocation includes amounts that otherwise would be allocated to Cuesta Villas Housing Corporation.*
- *The Cities' respective allocation includes fees and costs that otherwise would be allocated to taxpayer petitioner/plaintiff Bruce W. Barrows.*



AGENDA REPORT

MEETING DATE: September 20, 2011

TO: HONORABLE CITY COUNCIL

FROM: CITY ADMINISTRATOR

SUBJECT: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMMERCE, CALIFORNIA, AMENDING RESOLUTION NO. 93-7 AND THE PERSONNEL POLICIES AND PROCEDURES, DATED FEBRUARY 3, 1993, RELATING TO ABSENTEEISM AND JOB ABANDONMENT

RECOMMENDATION:

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

MOTION:

Move to approve the recommendation.

BACKGROUND:

The Human Resources Department manages and maintains the City's Personnel Policies and Procedures Manual. The last comprehensive review of the Human Resources Policies and Procedures Manual was conducted in 1993. The Human Resources Department has committed to a comprehensive review of these policies and procedures. Policies requiring a meet and confer process are presented to the City of Commerce Employees Association Executive Board in order to meet in good faith and to receive employee comment regarding the adoption of such policies and procedures.

On September 7, 2011, City staff presented representatives of the City of Commerce Employee Association the attached policies. These policies were presented to the CCEA on August 4, 2011, suggestions and recommendations from the Association were incorporated and re-presented on September 7, 2011. No further comments or concerns were received as of September 13, 2011. The following Policies and Procedures are being submitted to the City Council for consideration and adoption:

- Revised Absenteeism Policy III-8
- Revised Job Abandonment Policy III-9

ANALYSIS:

A comprehensive review of the City of Commerce Personnel Policies and Procedures Manual was last conducted in 1993. Due to changes in federal, state and court decisions, there is a need to review all personnel policies. In an effort to address personnel matters that are not appropriately defined in current policies, there is also a need to develop clear written policies and procedures for consistent application and interpretation.

FISCAL IMPACT:

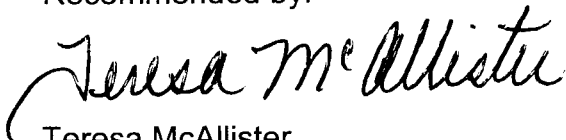
This activity can be carried out without additional impact on the current operating budget.

RELATIONSHIP TO 2009 STRATEGIC GOALS:

This agenda item report relates to the 2009 strategic planning goal: *Ensure the city will have a trained, quality workforce to efficiently provide services to City of Commerce residents for the future.*

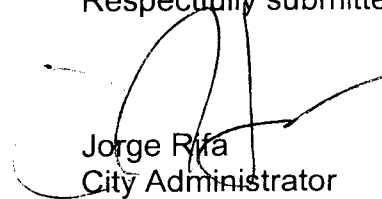
This issue is related to adopting essential revised policies which ensures that the City maintains a compliant and quality workforce to efficiently provide services to City of Commerce residents for the future.

Recommended by:



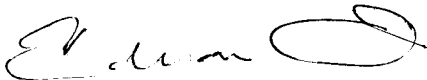
Teresa McAllister
Director of Human Resources

Respectfully submitted,



Jorge Rifa
City Administrator

Approved as to Form:



Eduardo Olivo
City Attorney

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMMERCE, CALIFORNIA,
AMENDING RESOLUTION NO. 93-7 AND THE PERSONNEL POLICIES AND
PROCEDURES, DATED FEBRUARY 3, 1993, RELATING TO ABSENTEEISM AND JOB
ABANDONMENT

WHEREAS, the City Council adopted Resolution No. 93-7 on February 3, 1993, approving the Personnel Policies and Procedures, dated February 3, 1993; and

WHEREAS, the City Council finds that, from time-to-time, said Personnel Policies and Procedures require amendment; and

WHEREAS, the Director of Human Resources presented representatives of the City of Commerce Employee Association ("CCEA") the attached policies relating to absenteeism and job abandonment for review and comment; and

WHEREAS, the CCEA submitted recommendations to the Director of Human Resources on August 4, 2011, regarding revisions to personnel policy and procedure language included in said policies; and

WHEREAS, on September 7, 2011, suggestions and recommendations from the CCEA were incorporated into said policies; which were then re-submitted to CCEA for further review and comment, and

WHEREAS, as of September 13, 2011, no further comments or concerns were received from the CCEA.

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

Section 1. The following revised Personnel Policies and Procedures, a true copy of which are attached hereto and incorporated herein by reference as Appendix A, are hereby approved, enacted and incorporated into the Personnel Policies and Procedures Manual, dated February 3, 1993:

- Absenteeism Policy III-8
- Job Abandonment Policy III-9

Section 2. The City Administrator and Director of Human Resources are hereby authorized to execute the revised policies.

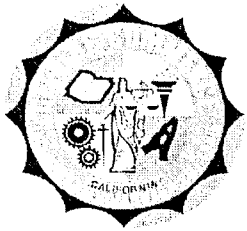
Section 3. This Resolution shall take full force and effect immediately upon adoption by the City Council

PASSED, APPROVED AND ADOPTED this _____ day of _____, 2011.

Joe Aguilar, Mayor

ATTEST:

Linda Kay Olivieri, MMC
City Clerk



Approved:

**City of Commerce, California
Human Resources Policy and Procedure Manual**

Director of Human Resources

City Administrator

Number: III-8 Effective Date: 9/20/11

SUBJECT: ABSENTEEISM POLICY

PURPOSE:

To establish uniform standards for all employees for reporting to work on time under their established work schedule; and to establish a system to enforce these standards and guidelines.

POLICY: To maintain a safe and productive work environment, the City expects employees to be reliable and punctual in reporting for scheduled work. In the rare instances when employees cannot avoid being late to work or are unable to work as scheduled, they should notify their supervisor on duty as soon as possible in advance of the anticipated tardiness or absence. Poor attendance and excessive tardiness are disruptive and either may lead to disciplinary action, up to and including termination of employment.

1. Notification of Absenteeism

Should a situation arise that will cause an employee to be unable to work as scheduled, the employee should notify his/her supervisor on duty preferably at least 15 minutes before, but in no case later than one hour after his/her scheduled start time. If the employee has not called by one hour after his/her regular start time his/her absence will be considered to be unexcused. The employee may not call and leave a message with any other employee, but must contact his/her supervisor on duty or leave a message on his/her supervisor's voice mail. If the employee expects to be absent for more than one schedule work day, the employee must let his/her supervisor know how long he/she expects to be absent.

The above provisions shall apply unless otherwise specified in a written department policy that has been approved by the City Administrator. This must be done so that work schedules can be arranged to fill the vacancy created by employee's absence.

2. Unexcused Absenteeism Violations

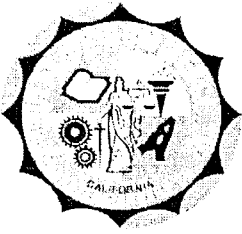
During any *rolling twelve (12) month period, action shall be taken as follows for unexcused absences in reporting to work:

- First Occurrence: One step (5%) reduction in pay rate until the equivalent of twenty-four (24) hours pay has been forfeited.
- Second Occurrence: One step (5%) reduction in pay rate until the equivalent of eighty (80) hours pay has been forfeited.
- Third Occurrence: Termination

*Rolling – means that each incident that is older than (12) twelve months reduces the disciplinary action by (1) level.

PROCEDURE:

Responsibility	Action
Department	1. Approves authorized work schedules.
Employee	2. Notifies supervisor of inability to report to work within 15 minutes before start time, but in no case later than one hour after scheduled start time.
	Or
	Notifies supervisor of inability to report to work in accordance with written departmental policy that has been approved by the City Administrator
Supervisor	3. Documents and maintains records of violations of employees under his/her supervision.
Department Head	4. Approves formal notices of absenteeism violations and corrective action.
	5. Informs employee of disciplinary action being taken.
Human Resources Department	6. Places notices and/or disciplinary action in employee's personnel file.



Approved:

**City of Commerce, California
Human Resources Policy and Procedure Manual**

Director of Human Resources

City Administrator

Number: III-9 Effective Date: 9/20/11

SUBJECT: JOB ABANDONMENT POLICY

PURPOSE:

To establish uniform standards for all employees for reporting to work on time under their established work schedule; and to establish a system to enforce these standards and guidelines.

POLICY: If an employee is absent without notifying his/her supervisor for three (3) consecutive scheduled work days (except in extraordinary circumstances), it will be understood that the employee has quit without notice, and he/she will be automatically terminated.

If the terminated employee believes that an extraordinary circumstance has occurred, he/she may appeal the termination decision to the Human Resources Director as outlined in the disciplinary appeal procedures.

PROCEDURE:

Responsibility

Action

Department

1. Approves authorized work schedules.

Supervisor

2. Documents and maintains records of violations of employees under his/her supervision.

Department Head

3. Approves formal notice of job abandonment and notice of termination.

4. Informs employee of disciplinary action being taken.

Employee

5. May appeal the termination decision in accordance with the disciplinary appeal procedures.

Who It Applies To	Disciplinary Level	Who Can Apply It
Full-time	5% Reduction equal to 24hrs pay	Department Head
Part-time	5% Reduction equal to 80hrs pay	Department Head
Temporary	Termination	City Administrator

The Policy

Should a situation arise that will cause an employee to be unable to work as scheduled, the employee should notify his/her supervisor on duty preferably at least 15 minutes before, but in no case later than one hour after his/her scheduled start time. If the employee has not called by one hour after his/her regular start time his/her absence will be considered to be unexcused. The employee may not call and leave a message with any other employee, but must contact his/her supervisor on duty or leave a message on his/her supervisor's voice mail. If the employee expects to be absent for more than one scheduled work period, the employee must let his/her supervisor know how long he/she expects to be absent. *day*

During a *rolling** twelve (12) month period, action shall be taken as follows for unexcused absence:

FIRST OCCURRENCE: One step (5%) reduction in pay rate until the equivalent of twenty-four (24) hours pay has been forfeited.

SECOND OCCURRENCE: One step (5%) reduction in pay rate until the equivalent of eighty (80) hours pay has been forfeited.

THIRD OCCURRENCE: Termination.

**rolling* means that each incident that is older than (12) twelve months reduces the disciplinary action by (1) one level.

6.003 Job Abandonment

Version 1

Effective Date: 02-01-00

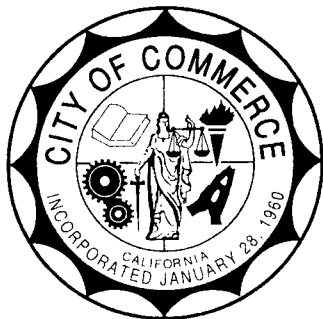
Revision Date: 00-00-00

Who It Applies To	Disciplinary Level	Who Can Apply It
Full-time	Termination	City Administrator
Part-time		
Temporary		

The Policy

If an employee is absent without notifying his/her supervisor for three consecutive scheduled work *days* periods (except in extraordinary circumstances), it will be understood that the employee has quit without notice, and he/she will be automatically terminated.

If the terminated employee believes that an extraordinary circumstance has occurred, he/she may appeal the termination decision to the Human Resources Director within (7) seven days of the termination date. The Human Resources Director shall consider the facts presented and determine whether or not an extraordinary circumstance has occurred. The Human Resources Director's decision may be appealed to the City Administrator within (10) ten days of the Human Resources Director's decision. The City Administrator's decision shall be final.



AGENDA REPORT

Meeting Date: September 20, 2011

TO: HONORABLE CITY COUNCIL

FROM: CITY ADMINISTRATOR

SUBJECT: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMMERCE, CALIFORNIA, APPROVING A TOW AGREEMENT WITH BOB'S TOW COMPANY FOR COLLECTION OF IMPOUND SERVICE FEES

RECOMMENDATION:

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

Motion:

Move to approve the recommendation.

BACKGROUND:

In 1999, the Los Angeles County Sheriff's Department and the City's Public Safety Supervisor Division commenced impounding vehicles in the City limits. Vehicles were impounded for a variety of reasons, including illegal parking, and public nuisance, among other things. A service fee was charged pursuant to Section 22658 of the California Vehicle Code.

Tow companies that are dispatched by East Los Angeles Sheriff's Substation are contracted and are dispatched Sheriff Personnel on a rotating basis between each of the contracted tow companies. The only fees collected by the tow companies are from those impounded within the City Limits.

In 1999, the City established a service of \$ 80.00 for all vehicles impounded within the City limits. In or about 2009, the City conducted a survey of the impound charges established by other local cities and, based on the survey results, concluded that an increase was appropriate. On November 17, 2009, the City Council passed a resolution that increased the service fee to \$ 190.00.

Each contract towing company collects \$ 190.00 per vehicle impounded in the City and turns funds over to the City on a Quarterly basis. The City then reimburses each tow company an administrative fee of \$50.00 for each quarter. Each towing company is required to prepare and submit a quarterly report to the City on their towing activities in the City.

ANALYSIS:

Bob's Towing Company, located at 7856 Salt Lake Ave, in the City of Cudahy, was added to the Los Angeles County Sheriff's contract tow company rotation list. Bob's Tow Company has now been authorized to pick up towed vehicles within the City limits for approximately one month. The tow company and the City have recognized that impound fees are due to the City for vehicles impounded within City limits and that the City will pay an administrative fee to Bob's Tow Company.

The City does not currently have an executed agreement with Bob's Tow Company for the collection of impound service fees. However, an agreement is required in order for

the City to ensure that it receives the impound fees. The proposed agreement will provide that Bob's Towing will collect \$ 190.00 per vehicle impounded in the City and then turn such funds over to the City on a Quarterly basis. Bob's Towing will be required to prepare and submit a quarterly report to the City on their towing activities in the City. The City will then reimburse Bob's Towing an administrative fee of \$50.00 for each quarter. Once the agreement is approved, the City's Public Safety Division will notify the Los Angeles County Sheriff's Department to ensure that the impound fees are paid to the City.

FISCAL IMPACT:

This activity can be carried out without additional negative impact to the current operating budget. The City will receive the collection fees as revenue and reimburse a portion of collected fees to Bob's Tow Company. The reimbursement amount to Bob's Tow Company is \$50.00 per quarter for preparing quarterly reports. For the fiscal year 2010/2011 the city collected \$ 49,590.00 in vehicle impound fees from our contract towing companies. For the fiscal year 2011/2012, it is projected that the city will collect an additional \$ 56,320 in vehicle impound fees.

RELATIONSHIP TO 2009 STRATEGIC GOALS:


This report relates to the 2009 strategic planning goal to "Protect and Enhance the Quality of Life in the City Of Commerce" as it addresses a community public safety issue of concern.

Respectfully submitted,



Jorge J. Rifa
City Administrator

Recommended by: 



Robert Chavez
Director of Safety and
Community Services

Prepared by:



Mark Cutting
Public Safety Supervisor

Approved as to form:



Eduardo Olivo
City Attorney

Fiscal impact reviewed by:



Vilko Domic
Director of Finance

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMMERCE,
CALIFORNIA, APPROVING A TOW AGREEMENT WITH BOB'S TOW COMPANY
FOR COLLECTION OF IMPOUND SERVICE FEES

WHEREAS, in 1999, the Los Angeles County Sheriff's Department and the City's Public Safety Supervisor Division commenced impounding vehicles in the City limits; and

WHEREAS, a service fee is charged in connection with such impounds pursuant to Section 22658 of the California Vehicle Code; and

WHEREAS, tow companies that are dispatched by East Los Angeles Sheriff's Substation are dispatched by the Sheriff on a rotating basis; and

WHEREAS, in 1999, the City established a service fee of \$80.00 for all vehicles impounded within the City limits. In or about 2009, the City conducted a survey of the impound charges established by other local cities and, based on the survey results, concluded that an increase was appropriate. On November 17, 2009, the City Council passed a resolution that increased the service fee to \$190.00; and

WHEREAS, each contract towing company collects \$190.00 per vehicle impounded in the City and then turns funds over to the City on a quarterly basis. Each towing company is required to prepare and submit a quarterly report to the City on their towing activities in the City and are reimbursed an administrative fee by the City of \$50.00 for each quarter; and

WHEREAS, Bob's Towing Company, located at 7856 Salt Lake Ave, in the City of Cudahy, was added to the Los Angeles County Sheriff's contract tow company rotation list and is therefore authorized to pick up towed vehicles within the City limits; and

WHEREAS, an agreement is required with Bob's Tow Company for the collection of impound service fees.

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

Section 1. The City Council hereby approves the Tow Agreement with Bob's Tow Company for the collection of impound service fees. The Mayor is hereby authorized to execute the Agreement for and on behalf of the City of Commerce.

PASSED, APPROVED AND ADOPTED this _____ day of _____, 2011.

Joe Aguilar
Mayor

ATTEST:

Linda Kay Olivieri, MMC
City Clerk

**CITY OF COMMERCE AGREEMENT FOR
COLLECTION OF IMPOUND SERVICE FEES**

THIS AGREEMENT, is made and entered into this 20th day of September, 2011, between the City of Commerce ("CITY"), a body corporate and politic, located at 2535 Commerce Way, Commerce, California and Bob's Tow Company ("TOW COMPANY"), located at 7856 Salt Lake Avenue, Cudahy, California.

RECITALS

WHEREAS, in 1999, law enforcement and CITY public safety personnel caused vehicles within the CITY limits to be impounded for a variety of reasons, including illegal parking, public nuisance and other matters; and

WHEREAS, CITY has previously conducted a study to determine the costs incurred by CITY in connection with impounding vehicles; and

WHEREAS, on November 17, 2009, after CITY staff conducted a survey of impound fees charged by other local cities, the City Council imposed a \$190.00 service fee on all vehicles impounded by law enforcement or public safety personnel within the CITY limits; and

WHEREAS, the impound service fee charged by CITY must be paid prior to the release of the impounded vehicle; and

WHEREAS, CITY believes that the most efficient manner for collecting such impound service fees is to have TOW COMPANY collect the fees for any vehicle towed and stored in its storage facility for TOW COMPANY to then forward such fees to CITY.

Section 1. Term of Agreement.

This Agreement will become effective on September 6, 2011, and will continue year to year, unless sooner terminated pursuant to the terms of this Agreement.

Section 2. Services to be Performed by Tow Company.

A. TOW COMPANY agrees to collect a One Hundred and Ninety Dollar (\$190.00) impound service fee for every vehicle impounded by TOW COMPANY within CITY limits at the direction of law enforcement or CITY public safety personnel. TOW COMPANY shall collect such service fee prior to releasing the impounded vehicle. TOW COMPANY shall not collect the impound service fee provided for in this Agreement for any vehicle other than one impounded within CITY limits at the direction of either law enforcement or CITY public safety personnel.

B. TOW COMPANY shall submit to CITY, on a quarterly basis, a check in an amount equal to the impound service fees collected by TOW COMPANY for all vehicles

impounded within CITY limits as provided for in this Section. Such checks shall be accompanied by a report, which must include the following information:

- (1) The license plate number and vehicle identification number of every vehicle which was impounded within CITY limits.
- (2) The date and time on which the vehicle was impounded.
- (3) The name and address of every individual who was required to pay CITY's impound service fee.
- (4) The name and title of the individual who directed TOW COMPANY to impound the effected vehicle and the law enforcement agency or CITY department he or she is employed by.

Section 3. Individuals in Charge of Contract Responsibilities.

A. Taz Albabawi, the owner of Bob's Towing Company, shall serve as principal-in-charge of TOW COMPANY'S obligation under this Agreement.

B. The Supervisor of Public Safety, or his/her designee, shall serve as CITY'S Contract Manager regarding the subject matter of this Agreement. The Contract Manager, or his/her designee, shall have the right to review, coordinate, and approve all work to be performed by TOW COMPANY pursuant to the terms of this Agreement.

Section 4. Compensation.

As sole and complete consideration for the services to be performed by TOW COMPANY under this Agreement, CITY shall pay TOW COMPANY a fee of Fifty Dollars (\$50.00) per quarter. Such fee shall be paid upon receipt by CITY of the quarterly report and check for towing fees collected by TOW COMPANY.

Section 5. CITY Obligations.

CITY agrees to comply with all reasonable requests by TOW COMPANY in connection with the by TOW COMPANY of its duties under this Agreement.

Section 6. Termination of Agreement.

A. Either party may terminate this Agreement upon giving thirty days written notice. In the event of such termination, TOW COMPANY shall, no later than 7 days after the date of such written notice of termination, submit a check to CITY in an amount equal to the impound service fees collected by TOW COMPANY for all vehicles impounded within CITY limits that were not previously paid to CITY. The check shall be accompanied with the report required by subsection "B" of Section 2 of this Agreement. Upon receipt of such check, CITY shall pay TOW COMPANY the administrative fee required by Section 4 of this Agreement.

B. TOW COMPANY shall not assign this Agreement or any duties or obligations provided for by this Agreement without the prior written consent of CITY. This Agreement shall terminate automatically if such assignment is made without prior approval by CITY.

Section 7. Insurance.

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

Section 8. General Provisions.

A. Independent Contractor. TOW COMPANY is and at all times shall remain a wholly independent contractor. TOW COMPANY shall not, at any time or in any manner, represent that it or any of its principals or employees are officers, employees or agents of CITY. TOW COMPANY shall comply with all applicable provisions of the Workers' Compensation Act and Labor Code of the State of California. TOW COMPANY shall not have any claim or right to any benefits or privileges available to an employee of CITY such as retirement, health insurance and other similar benefits and shall be responsible for all such benefits, at its own cost and expense.

B. Waiver. No waiver of the breach of any of the covenants, agreements, restrictions, or conditions of this Agreement by either party to this Agreement shall be construed to be a waiver of any succeeding breach of the same or other covenants, agreements, restrictions or conditions of this Agreement. No delay or omission of either party to this Agreement in exercising any right, power or remedy herein provided in the event of default shall be construed as a waiver thereof or acquiescence therein, or be construed as a waiver of a variation of any of the terms of this Agreement.

C. Indemnification. TOW COMPANY and CITY agree that CITY, its employees, agents, and officials should be fully protected from any loss, injury, damage, claim, lawsuit, cost, expense, attorneys' fees, litigation costs, court costs or any other cost arising out of or in any way related to TOW COMPANY'S negligent, reckless, or wrongful performance of this, Agreement. TOW COMPANY shall defend, indemnify, and hold harmless CITY, its employees, agents, and officials from any liability, claims, suits, actions, proceedings, losses, expenses or costs of any kind (including attorney fees) incurred in relation to, as a consequence of or arising out of or in any way related to TOW COMPANY'S negligent, reckless, or wrongful performance of this Agreement.

D. Notices. Any notice to be given hereunder by either party to the other shall be provided either by personal delivery in writing, or by certified mail, postage prepaid, return receipt requested. Mailed notices shall be addressed to the CITY in care of Robert Chavez, Director of Community Services, City of Commerce, 2535 Commerce Way, Commerce, California 90040 and to TOW COMPANY, in care of _____**7856 Salt Lake Avenue, Cudahy. However, each party may change its address by providing written notice

in accordance with this section. Notices delivered personally will be deemed served as of the date of actual receipt; mailed notices will be deemed served as of the 2nd business day after mailing.

E. Entire Agreement. This Agreement supersedes any and all Agreements, either oral or written, between the parties hereto with respect to the rendering of services by TOW COMPANY to CITY and contains all of the covenants and agreements between the parties with respect to the rendering of such services in any manner whatsoever. Each party to this Agreement acknowledges that no representations, inducements, promises, or agreements, oral or otherwise, have been made by any party or anyone acting on behalf of any party, which are not embodied herein and that no other agreement, statement, or promise not contained in this Agreement shall be valid or binding. Any modification of this Agreement will be effective only if it is in writing executed by the parties hereto.

F. Successors and Permitted Assigns. The covenants and agreements contained herein are binding on the parties hereto, their legal representatives, heirs, successors and assigns.

G. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of California.

H. Attorney's Fees. In the event that either of the parties to this Agreement institute any action or proceeding against the other relating to the provisions of this Agreement, the unsuccessful party in such action or proceeding shall reimburse the prevailing party for the expenses of reasonable attorneys' fees and disbursements incurred therein by the prevailing party.

I. Venue. This Agreement is made, entered into, executed and is to be performed in Commerce, Los Angeles County, California, and any action filed in any court or for arbitration for the interpretation, enforcement and/or otherwise of the terms, covenants and conditions referred to herein shall be filed in the applicable court in Los Angeles County, California.

IN WITNESS WHEREOF, the parties have executed and entered into this Agreement as of the date set forth above.

Bob's Towing Company

Date: 9-14-11

By: T. Al-Badawi

Name: Taz Al Badawi

Title: Owner

CITY OF COMMERCE

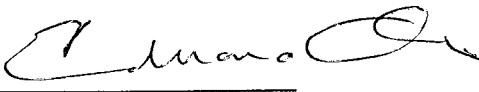
Date: _____

Joe Aguilar, Mayor

Attest:

Approved as to Form:

Linda Kay Olivieri, MMC
City Clerk



Eduardo Olivo
City Attorney

EXHIBIT A

REQUIRED INSURANCE

On or before beginning any of the services called for by any term of this Agreement, TOW COMPANY, at its own cost and expense, shall carry, maintain for the duration of this Agreement, and provide proof thereof that is acceptable to CITY of its procurement of the insurance specified below from insurers and under forms of insurance satisfactory in all respects to CITY. Such insurance shall not be in derogation of TOW COMPANY's obligations to provide indemnity under Section 8, subsection C of this Agreement.

1. Comprehensive General Liability and Automobile Liability Insurance Coverage.

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

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

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

3. Worker's Compensation.

TOW COMPANY 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 TOW COMPANY or any subcontractor.

4. Additional Insureds.

The City of Commerce, their officers, agents and employees must be named as

additional insureds or as additional loss payees in all insurance policies required by this Agreement. An endorsement to this effect shall be delivered to CITY prior to the commencement of any work. Satisfaction of any deductible requirement shall be the responsibility of TOW COMPANY. Such insurance shall be primary, and noncontributory with any other insurance by the City of Commerce.

5. Cancellation Clause.

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

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

6. Severability Clause.

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

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

7. Qualifications of Insurer.

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

8. Approval of Insurer.

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

9. Payment of Premiums.

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

10. Evidence of Insurance and Claims.

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



AGENDA REPORT

DATE: September 20, 2011

TO: HONORABLE CITY COUNCIL

FROM: DIRECTOR OF COMMUNITY DEVELOPMENT

SUBJECT: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMMERCE, CALIFORNIA, AUTHORIZING THE CITY CLERK TO SET THE TIME, DATE AND PLACE FOR A PUBLIC HEARING FOR THE VACATION OF A PORTION OF SHEILA STREET FROM ARROWMILL AVENUE WESTERLY APPROXIMATELY 573 FEET TO THE TERMINUS OF SAID SHEILA STREET

RECOMMENDATION:

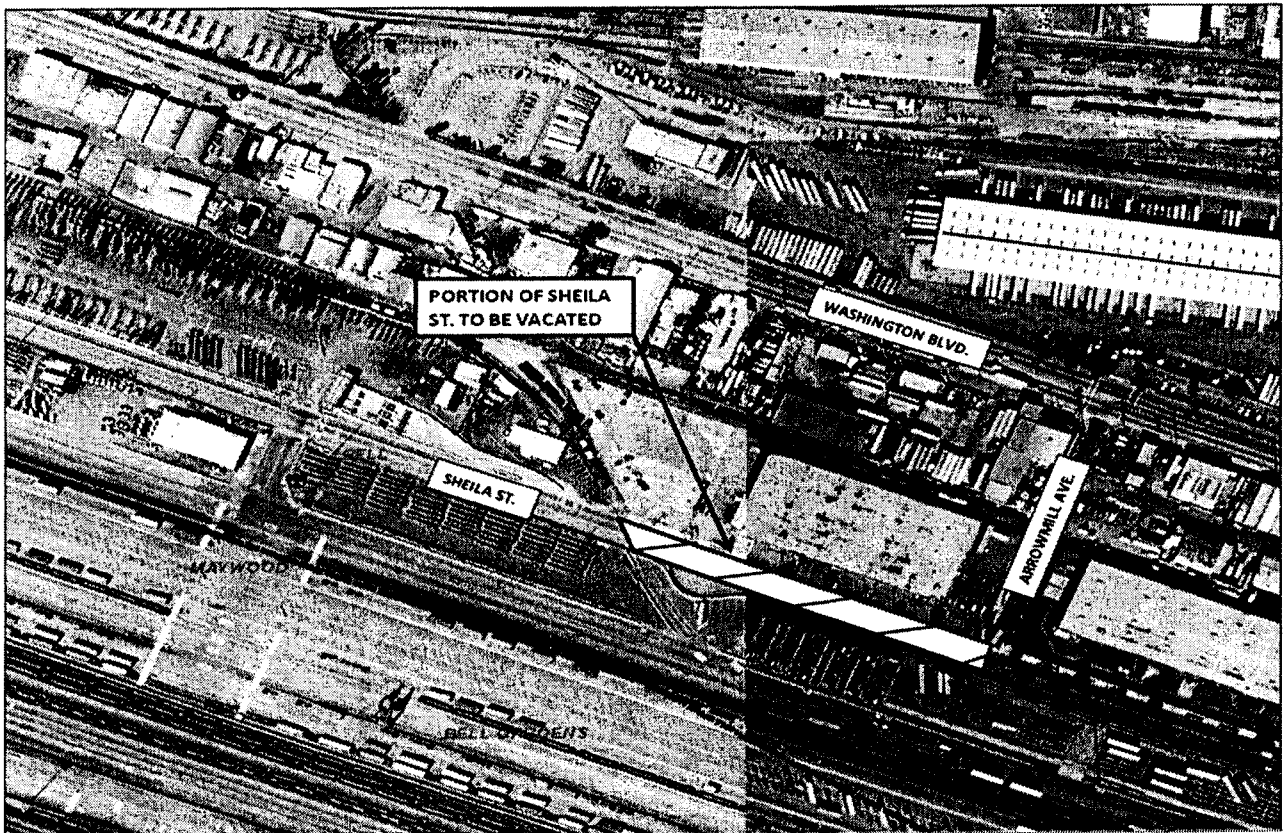
Approve the Resolution and assign the number next in order.

MOTION:

Move to approve the recommendation.

BACKGROUND/ANALYSIS:

In 1992, at the request of BNSF Railway, the City of Commerce vacated a portion Sheila Street from Indiana Street east stopping approximately 573 feet short of Arrowmill Avenue. BNSF has requested the City vacate the remainder of Sheila Street to Arrowmill Avenue. BNSF owns the properties in the immediate vicinity of the proposed vacation and it is home to their intermodal facility. See the map below for the location of the proposed vacation:



The street vacation process may solve development-related problems caused by the existence of unneeded public right-of-way. As a result of the 1992 vacation, the only vehicles using the proposed vacation area are trucks accessing the BNSF Intermodal facility. In general the public does not use this portion of Sheila Street, as it does not provide through access between Arrowmill and Indiana Avenues. For this reason, there is no anticipated interference with public access. The vacation will allow for an overall better functionality and access to the site, as this serves as the primary access to the BNSF facility. Attached are the Exhibits with the required legal descriptions to process the vacation request.

The proposed vacation is being processed in accordance with the Streets and Highways Code Section 8300 et. seq. as well as applicable sections of Government Code Section 64000 et. seq.

Planning Commission Finding:

On May 25, 2011, the Planning Commission adopted a Resolution making a determination that the vacation of a portion of Sheila Street conforms to the City of Commerce General Plan as required by State Government Code Section 65402. More specifically, the Planning Commission found that the vacation is consistent with the following General Plan including polices in the Plan that call for the use of circulation strategies that create a transportation system that is sensitive to the City's aim for continued economic development. Furthermore, the General Plan calls for the implementation of a plan for a coordinated street circulation system that will allow for the efficient movement of goods.

California Environmental Quality Act (CEQA) Review

The proposed vacation and related conditions will not have a significant impact on the environment because the project is located in an area where there are adequate public services and facilities. Furthermore the proposed vacation request is categorically exempt pursuant to CEQA Guidelines Section 15301, Class 1 Minor Alterations of Existing Facilities. Should the vacation (after a duly noticed public hearing in accordance with all applicable state and local laws) be approved by the City Council, a Notice of Exemption will be filed with the Office of the County Recorder pursuant to the provisions of CEQA.

Public Notices

If the City Council adopts the proposed resolution authorizing the City Clerk to set a public hearing for the proposed street vacation, the City Clerk will set the time, date, and place of the public hearing and arrange to have the public notice of the public hearing published and posted as required by California Streets & Highways Code Section 8300 et seq.

The attached Resolution of Intent provides for a public hearing on the matter on November 15, 2011, at 6:30 p.m. or thereafter as soon as practicable, as required by Section 8322 of the California Streets and Highways Code.

Conditions of Proposed Vacation

If the City Council adopts the proposed resolution, all City departments, public utilities, and adjacent property owners within a 500' radius of the subject property will be notified of the Public Hearing and will advise the City of their concerns, conditions to be addressed or easements that may need to be reserved. This information will be included in the Resolution Ordering the Vacation.

RELATIONSHIP TO 2009 STRATEGIC GOALS

This agenda item report is in furtherance of Goal #1- *Maintain and Diversify Local Economy*. The proposed street vacation will help to retain an existing long-established Commerce business as it will add land area to their site and allow them to improve overall site layout and function thereby improving their operational efficiencies.

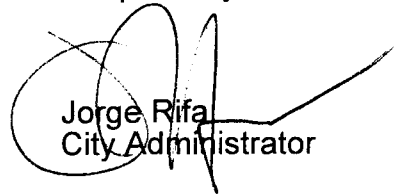
FISCAL IMPACT:

The actions proposed in this report have no fiscal impact to the City, as it merely sets a date for a public hearing for the proposed vacation of public right of way.

Recommended by:


Bob Zarrilli
Director of Community Development

Respectfully submitted,


Jorge Rifa
City Administrator


Prepared by:


Alex Hamilton
Assistant Director of Community Development

Reviewed by:


Vilko Domic
Director of Finance

Approved as to Form:


Eduardo Olivo
City Attorney

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMMERCE,
CALIFORNIA, AUTHORIZING THE CITY CLERK TO SET THE TIME, DATE AND
PLACE FOR A PUBLIC HEARING FOR THE VACATION OF A PORTION OF SHEILA
STREET FROM ARROWMILL AVENUE WESTERLY APPROXIMATELY 573 FEET TO
THE TERMINUS OF SAID SHEILA STREET**

WHEREAS, the City has received a request from BNSF to vacate Sheila Street west of Arrowmill Avenue to its current terminus; and

WHEREAS, on May 25, 2011 the Planning Commission considered the vacation request and found that the proposed vacation of the portion of Sheila Street westerly from Arrowmill Avenue for an approximate distance of 573 feet to the current terminus of Sheila Street is in conformity with applicable policies of the General Plan of the City of Commerce as required by Section 65402 of the Government Code of the State of California; and

WHEREAS, the City Council hereby elects to schedule a public hearing in order to consider the proposed vacation of a portion of the City's street.

NOW, THEREFORE, THE CITY COUNCIL DOES HEREBY RESOLVE AND DETERMINES AS FOLLOWS:

SECTION 1. Notice is hereby given that a public hearing shall be held on such proposed vacation on Tuesday, November 15, 2011 at the hour of 6:30 p.m. or as soon thereafter as practicable in the City Council Chambers of City Hall, 5655 Jillson Street, Commerce, California at which time any and all interested persons may present evidence or object to the proposed vacation.

SECTION 2. The City Council hereby directs that the notice of the public hearing be published pursuant to Section 8322 of the California Streets and Highways code and be posted conspicuously along the portion of the right-of-way on Sheila Street proposed to be vacated pursuant to Section 8323 of the California Streets and Highways Code.

SECTION 3. This resolution shall take effect immediately upon its adoption.

PASSED, APPROVED AND ADOPTED this ____ day of _____, 2011.

Joe Aguilar
Mayor

ATTEST:

Linda Kay Olivieri, MMC
City Clerk

DRAFT

SHEILA STREET
(To Be Vacated)

That certain portion of Sheila Street, in the City of Commerce, County of Los Angeles, State of California, described as being Southerly of those Tracts shown and designated as Lots Twenty-five (25) and Thirty-Two (32), Block Eighteen (18), and Lot Thirty-Three (33), Block Eighteen (18), all of the Official Map of the County of Los Angeles Region 48, Divisions 103, 104 & 105 O.M. 3-19-27, Tract No. 8107, said tract being more particularly described as follows:

BEGINNING at a point on the Northerly right of way line of Sheila Street at the intersection of Arrowmill Street, said point being on the Easterly boundary line of said Lot 25, whence the Southeast corner of said Lot 25, Block 18 bears South $32^{\circ}48'34''$ West 66.41 feet distant; thence,

South $21^{\circ}59'52''$ West a distance of 145.29 feet to a point on the Southerly right of way line of said Sheila Street; thence along said Southerly right of way line of Sheila Street,

North $67^{\circ}43'20''$ West a distance of 353.52 feet to a point of curvature; thence

44.32 feet along the arc of said curve to the Left, having a Radius of 93.00 feet, a Central Angle of $27^{\circ}30'68''$ and a Chord of 43.91 feet which bears North $81^{\circ}22'32''$ West to a point of tangency; thence,

South $84^{\circ}58'16''$ West a distance of 50.52 feet to a point of curvature; thence,

94.17 feet along the arc of said curve to the Right, having a Radius of 52.44 feet, a Central Angle of $102^{\circ}88'78''$ and a Chord of 82.02 feet which bears North $43^{\circ}35'06''$ West to a point of non-tangency; thence,

North $67^{\circ}43'20''$ West a distance of 50.71 feet to a point; thence leaving said Southerly right of way line of Sheila Street,

North $22^{\circ}44'41''$ West a distance of 91.96 feet to a point on said Northerly right of way line of Sheila Street; thence along said Northerly right of way line of Sheila Street,

South $67^{\circ}43'20''$ East a distance of 577.89 feet to a point; thence,

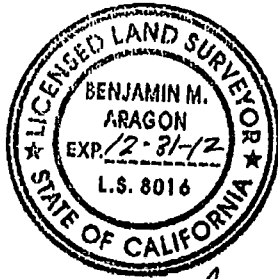
81.49 feet along the arc of said curve to the Left, having a Radius of 65.00 feet, a Central Angle of $71^{\circ}82'99''$ and a Chord of 76.26 feet which bears North $64^{\circ}57'03''$ East to a point of compound curvature; thence,

24.28 feet along the arc of said curve to the Left, having a Radius of 200.00 feet, a Central Angle of $6^{\circ}95'44''$ and a Chord of 24.26 feet which bears North $25^{\circ}33'31''$ East to the Point of Beginning.

DRAFT

Said tract contains 43,360 Square Feet or 0.9954 Acres, more or less.

Excepting and Reserving an easement for public utility purposes over and under the above described 0.9954 acre parcel.



Benjamin M. Aragon
8-24-11



Steven J. Metro
8-24-11



AGENDA REPORT

MEETING DATE: September 20, 2011

TO: HONORABLE CITY COUNCIL

FROM: CITY ADMINISTRATOR

SUBJECT: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMMERCE, CALIFORNIA, APPROVING THE SECOND AMENDMENT TO THE CITY OF COMMERCE PARS SUPPLEMENTARY RETIREMENT PLAN

RECOMMENDATION:

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

MOTION:

Move to approve the recommendation

BACKGROUND:

At its June 21, 2011 regular meeting, the City Council approved Resolution No. 11-46 authorizing a Supplemental Retirement Plan (SRP) with the Public Agency Retirement Services ("PARS"). Such action was conditioned on the requirement that the SRP must meet the immediate and future fiscal, managerial and operational goals of the City. On September 6, 2011, the City Council considered the adoption of the SRP. The City Council considered the employee eligibility requirements for this discretionary program and the number of interested and potentially eligible employees. The City Council proceeded to adopt Resolution No. 11-72, which established the following eligibility criteria:

- (1) The employee must be a Miscellaneous or Executive employee;
- (2) The employee must be employed with the City as of June 21, 2011;
- (3) The employee must be fifty (50) years of age with five (5) years of City service as of December 31, 2011;
- (4) The employee must resign from City employment effective no later than September 29, 2011;
- (5) The employee must retire under PERS effective no later than September 30, 2011;
- (6) The employee must be in "good standing" with the City as of the date of the City Council's approval of the SRP and not be the subject of any disciplinary proceedings, and
- (7) The employee is not subject to full-time rehire by the City.

Pursuant to Resolution No. 11-72, the City Council also determined that, based on the number of eligible employees and the financial and operational impact that would result to the City, the City Council approved the implementation of the PARS SRP for such eligible employees.

ANALYSIS:

On July 1, 2010, the City approved the City of Commerce PARS Supplementary Retirement Plan Amended and Restated (the "SRP"). Such action was taken by the City

Council in connection with its attempts to balance the 2010-2011 Fiscal Year Budget. On June 28, 2011, the City approved the Amendment to the City of Commerce PARS Supplementary Retirement Plan. The Amendment as required in order to comply with certain recent legislation and regulations that had become applicable to the SRP.

The City Council's decision on September 6, 2011, to approve the SRP for certain eligible employees, requires an additional amendment to the SRP. The proposed Second Amendment sets forth the eligibility requirements for the SRP; the time for the commencement of benefits; and the amount of the retirement benefit. Consistent with City Council action, as reflected in Resolution No. 11-72, the Second Amendment establishes the following eligibility criteria:

- (1) The employee must be a Miscellaneous or Executive employee;
- (2) The employee must be employed with the City as of June 21, 2011;
- (3) The employee must be fifty (50) years of age with five (5) years of City service as of December 31, 2011;
- (4) The employee must resign from City employment effective no later than September 29, 2011;
- (5) The employee must retire under PERS effective no later than September 29, 2011;
- (6) The employee must be in "good standing" with the City as of the date of the City Council's approval of the PARS SRP and not be the subject of any disciplinary proceedings, and
- (7) The employee is not subject to full-time rehire by the City.

Staff is recommending that the City Council approve the Second Amendment to the City of Commerce PARS Supplementary Retirement Plan and authorize/ratify the execution of the Second Amendment by the City Administrator for and on behalf of the City.

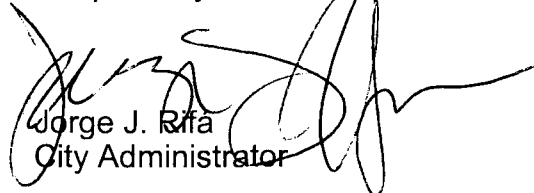
FISCAL IMPACT:

For FY 2011-12, the General Fund is projected to benefit from the SRP on an annual basis to the tune of \$670,000 (\$502,500 based on 9 months left in the fiscal year); however, a liability (in the first year) comes with these retirements – a leave payout totaling almost \$400,000. These savings may diminish over the next two or three fiscal years as the City may find a need to replace positions above and beyond the initial estimated replacement ratio.

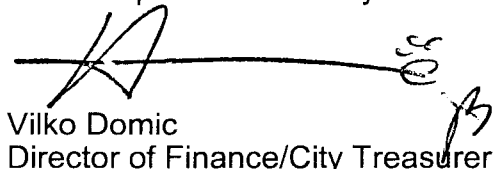
RELATIONSHIP TO 2009 STRATEGIC GOALS:

The Supplemental Retirement Plan makes a nexus to the Council's goal of making financially and economically sound decisions consistent with economic conditions.

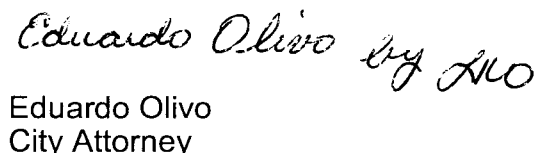
Respectfully submitted,


Jorge J. Rifa
City Administrator

Fiscal impact reviewed by:


Vilko Domic
Director of Finance/City Treasurer

Approved as to Form


Eduardo Olivo
City Attorney

RESOLUTION NO. 11-72

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMMERCE, CALIFORNIA,
DETERMINING THAT THE CITY WILL MOVE FORWARD WITH THE
IMPLEMENTATION OF A SUPPLEMENTAL RETIREMENT PLAN SUBJECT TO
CERTAIN MANDATORY QUALIFYING CRITERIA

WHEREAS, on June 21, 2011, the City Council authorized the City Administrator to advise potentially eligible City employees that the City Council was considering offering a Supplementary Retirement Plan ("SRP") to eligible employees and to take steps necessary for the City Council to consider and determine whether it should approve an SRP with Public Agency Retirement Services ("PARS"); and

WHEREAS, consistent with the City Council's request, the City Administrator then caused information and enrollment packets to be sent to 42 City employees who would potentially be interested in and able to retire and who may be determined to be qualified for participation in the SRP; and

WHEREAS, on July 6, 2011 and July 12, 2011, the City's Human Resources Department held orientation meetings during which PARS and the California Public Employees' Retirement System ("PERS") provided information that would allow interested employees to better understand the potential benefits of the SRP and for the City to determine whether the SRP would allow it to realize its long-term budget goals. City employees were advised that the SRP was not approved yet, but that the City Council had authorized staff to begin the process of analyzing the benefits to the City of such a program and that a decision would be made by the City Council after that process was completed; and

WHEREAS, employees that were interested in participating in the SRP were asked to submit necessary documentation to PARS by August 5, 2011. Ten employees responded to this request; and

WHEREAS, the City Council is not legally obligated to adopt the SRP or any other supplemental retirement program. The City Council's purpose in studying and considering the potential adoption of the SRP was to determine whether the Program would be mutually beneficial to the City and the employee. If the City Council approves the SRP, employees that are eligible to participate will be provided a very significant and unique early retirement incentive. The ability to participate in the SRP is a privilege. The City will be required to expend significant funds to make the SRP available for the individual qualified employees. Nevertheless, the SRP will only be made available if the City Council decides that it is in the best interests of the City. Thus, it is important to recognize that the City Council approval process involves an analysis of the criteria that, from a PARS and a PERS perspective, would allow employees to participate, as well as any additional and relevant criteria that the City Council determines must be a condition of participation in the SRP; and

WHEREAS, based on the City's goals in considering the SRP, City staff recommends that the employees who are requesting participation must be in "good standing" with the City as of the date of the City Council's approval of the SRP, that they must not be the subject of any pending disciplinary proceedings, and that they not be subject to rehire by the City. In addition to the financial considerations that are contained in the City staff report, City staff recommends that the City Council approve the following eligibility criteria for participation in the SRP:

- (1) The employee must be a Miscellaneous or Executive employee;
- (2) The employee must be employed with the City as of June 21, 2011;
- (3) The employee must be fifty (50) years of age with five (5) years of City service as of December 31, 2011;

- (4) The employee must resign from City employment effective no later than September 29, 2011; and
- (5) The employee must retire under PERS effective no later than September 30, 2011; and
- (6) The employee must be in "good standing" with the City as of the date of the City Council's approval of the SRP and not be the subject of any disciplinary proceedings.

WHEREAS, pursuant to the criteria set forth above, only nine of the ten employees that responded would be considered to be eligible. The following is a list of the classifications and/or positions that would be eligible to participate in the SRP pursuant to the proposed eligibility criteria:

Library

Director of Library Services
Senior Librarian
Branch Library Supervisor
Library Database Specialist

Community Services

Director of Community Services
Community Safety Supervisor

Parks & Recreation

Director of Parks & Recreation
Recreation Center Supervisor

Public Information

Public Information Officer; and

WHEREAS, as set forth in more detail in the Staff Report, City staff has determined that the implementation of a PARS SRP for the above-referenced eligible employees, can meet certain fiscal and operational objectives. Staff therefore recommends that the City Council move forward with implementation of the program for employees who are deemed to be in good standing with the City and that meet the other eligibility criteria for the SRP.

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

Section 1. That the recitals set forth above are true and correct.

Section 2. The City Council hereby adopts the following eligibility criteria for participation by City employees in the SRP:

- (1) The employee must be a Miscellaneous or Executive employee;
- (2) The employee must be employed with the City as of June 21, 2011;
- (3) The employee must be fifty (50) years of age with five (5) years of City service as of December 31, 2011;
- (4) The employee must resign from City employment effective no later than September 29, 2011; and
- (5) The employee must retire under PERS effective no later than September 30, 2011; and
- (6) The employee must be in "good standing" with the City as of the date of the City Council's approval of the SRP and not be the subject of any disciplinary proceedings.

Section 3. Pursuant to the above-referenced eligibility criteria, the City Council hereby determines that the City will proceed with a SRP with PARS and approves participation in the SRP by the following employee classifications and/or positions:

Library

Director of Library Services
Senior Librarian
Branch Library Supervisor
Library Database Specialist

Community Services

Director of Community Services
Community Safety Supervisor

Parks & Recreation

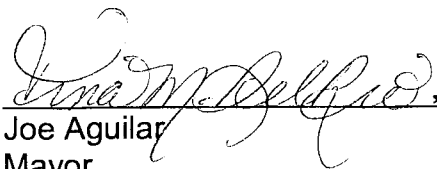
Director of Parks & Recreation
Recreation Center Supervisor

Public Information


Public Information Officer.

Section 4. The City Administrator is hereby authorized to take action necessary to implement the SRP as herein approved.

PASSED, APPROVED AND ADOPTED this 6th. day of September, 2011.


for Joe Aguilar Mayor
Mayor Pro Tem,

ATTEST:


Linda Kay Olivieri, MMC
City Clerk

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMMERCE,
CALIFORNIA, APPROVING THE SECOND AMENDMENT TO THE CITY OF
COMMERCE PARS SUPPLEMENTARY RETIREMENT PLAN

WHEREAS, at its June 21, 2011, regular meeting, the City Council approved Resolution No. 11-46 authorizing a Supplemental Retirement Plan (SRP) with the Public Agency Retirement Services ("PARS"). Such action was conditioned on the requirement that the SRP must meet the immediate and future fiscal, managerial and operational goals of the City; and

WHEREAS, on September 6, 2011, the City Council adopted Resolution No. 11-72, which, among other things, established the eligibility criteria for the SRP and approved implementation of the SRP for eligible employees; and

WHEREAS, the City Council had previously, on July 1, 2010, approved the "City of Commerce PARS Supplementary Retirement Plan Amended and Restated" (the "SRP") in connection with its attempts to balance the 2010-2011 Fiscal Year Budget; and

WHEREAS, on June 28, 2011, the City approved the "Amendment to the City of Commerce PARS Supplementary Retirement Plan", which was required in order to comply with certain recent legislation and regulations that had become applicable to the SRP; and

WHEREAS, the City Council's decision on September 6, 2011, to establish mandatory eligibility requirements for participation by employees in the SRP and to approve the SRP for eligible employees, requires the City to approve the "Second Amendment to the City of Commerce PARS Supplementary Retirement Program"; and

WHEREAS, consistent with City Council action, as reflected in Resolution No. 11-72, the "Second Amendment to the City of Commerce PARS Supplementary Retirement Program" establishes the following eligibility criteria:

- (1) The employee must be a Miscellaneous or Executive employee;
- (2) The employee must be employed with the City as of June 21, 2011;
- (3) The employee must be fifty (50) years of age with five (5) years of City service as of December 31, 2011;
- (4) The employee must resign from City employment effective no later than September 29, 2011; and
- (5) The employee must retire under PERS effective no later than September 29, 2011;
- (6) The employee must be in "good standing" with the City as of the date of the City Council's approval of the PARS SRP and not be the subject of any disciplinary proceedings; and
- (7) The employee is not subject to full-time rehire by the City.

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

Section 1. That the recitals set forth above are true and correct.

Section 2. The City Council hereby approves the "Second Amendment to the City of Commerce PARS Supplementary Retirement Program." The City Admin-

istrator's execution of the Second Amendment for and on behalf of the City is hereby approved and ratified.

PASSED, APPROVED AND ADOPTED this _____ day of _____, 2011.

Joe Aguilar
Mayor

ATTEST:

Linda Kay Olivieri, MMC
City Clerk

RESO (PARS – SECOND AMENDMENT) – 09-20-2011.DOC

**SECOND AMENDMENT TO THE
CITY OF COMMERCE
PARS SUPPLEMENTARY RETIREMENT PLAN**

WHEREAS, the City of Commerce (the "Employer") has previously adopted the City of Commerce PARS Supplementary Retirement Plan (the "Plan"); and

WHEREAS, the Employer has the right to amend said Plan in accordance with Section 5.3 of the Plan; and

WHEREAS, the Employer deems it to be in the best interest of the Employer and the Plan to amend the Plan to provide a voluntary retirement incentive program to eligible miscellaneous and executive employees.

NOW, THEREFORE, the Plan is hereby amended as follows:

1. Article I, Section 1.1, Eligibility for Benefits, is hereby amended to add a Tier III of eligibility as follows:

1.1 Eligibility for Benefits.

Tier III

(a) is classified as a Miscellaneous or Executive Employee (excluding the City Manager and City Attorney) employed by the Employer as of June 21, 2011;

(b) has completed at least five (5) years of service with the Employer as of December 31, 2011;

(c) is eligible to retire under CalPERS (age fifty (50) with five (5) years of CalPERS service) as of September 30, 2011;

(d) is in "good standing" with the City as of the date of the City Council's approval of the Plan and is not the subject of any City disciplinary proceedings;

(e) has terminated employment with the Employer effective no later than September 29, 2011;

(f) has applied for benefits under this Plan;

(g) has retired under CalPERS effective no later than September 30, 2011; and

(h) is not subject to full-time rehire by the City.

2. Article I, Section 1.2, Commencement of Benefits, is hereby amended to read as follows:

1.2 Commencement of Benefits.

Benefits shall commence as of the first day of the month after an Employee meets the eligibility requirements of Section 1.1, Tier I & Tier III, and may be made retroactive to such date. Benefits shall commence as of August 1, 2010 for Employees who meet the eligibility requirements of Section 1.1, Tier II, and may be made retroactive to such date.

3. Article II, Section 2.1, Retirement Benefits, is hereby amended to add a Tier III of benefits as follows:

2.1 Retirement Benefits.

Tier III

For Members eligible under Section 1.1, Tier III, the monthly benefit commencing pursuant to Section 1.2 shall be paid in the Normal Form of Benefit and in an amount equal to one-twelfth (1/12) of seven percent (7%) of the Member's Final Pay.

4. Article VII, Section 7.1, Definitions, is hereby amended to read as follows:

7.1 Definitions.

“Final Pay” for Tier II Participants means the Member’s rate of base annual salary as of April 20, 2010, modified to exclude differential pay, special duty pay, special assignment pay, and educational incentive pay. For Tier III Participants, Final Pay means the Member’s rate of base annual salary as of June 21, 2011, modified to exclude differential pay, special duty pay, special assignment pay, and educational incentive pay.

IN WITNESS WHEREOF, this Amendment is hereby adopted effective as of September 6, 2011.

Executed this _____ day of _____, 2011.

By: _____

Title: City Administrator



AGENDA REPORT

DRAFT PLANS & SPECS ARE AVAILABLE FOR
VIEWING IN THE CITY CLERK'S OFFICE

MEETING DATE: SEPTEMBER 20, 2011

TO: HONORABLE CITY COUNCIL
FROM: CITY ADMINISTRATOR
SUBJECT: REVIEW DRAFT PLANS AND SPECIFICATIONS FOR CASH
CONTRACT NO. 1109 – THE CENTRAL LIBRARY, CITY HALL AND
SENIOR PLAZA IMPROVEMENTS PROJECT

RECOMMENDATION:

That the City Council:

1. Approve the draft project plans and specifications, as prepared by Adrian-Gaus Architects, Inc., and direct the design team to continue finalizing the plans and specifications;
2. At City Council discretion direct staff to proceed with an alternative option.

MOTION:

Move to approve recommendation.

BACKGROUND:

Central Library Renovation Project – Chronological History

On August 22, 2006, the City Council held a Special Meeting and received presentations from two architectural firms on the Central Library Renovation Project.

On September 5, 2006, City Council selected Providence, as the architectural firm for the project. After their selection, Providence and library staff conducted a series of community focus group meetings throughout the City to gain input from library patrons, community groups, school officials, and library staff members, on the project's final design.

On June 19, 2007, Providence made a presentation to the City Council on their focus group findings and their proposed design plan. After additional meetings and discussion with staff, Providence made their final design plan presentation to the City Council for approval and funding.

On November 20, 2007, the City Council received a presentation from Providence on the proposed renovation design plan for the Commerce Central Library; and approved the minimum design plan for the Central Library Renovation Project at a cost of \$5,600,000.

On September 16, 2008, the City Council authorized the termination of the Services Agreement with Providence in connection with the Central Library Renovation Project due to unsatisfactory performance and project delays; and directed staff to explore a relationship with a new architect.

On January 6, 2009, the City Council authorized the issuance of a Request for Proposal (RFP) for architectural design and project support services related to Central Library renovation design.

On March 19, 2009, as part of the Fiscal Year 2008-09 Capital Improvement Project Budget, the City Council appropriated \$6,600,000 for the completion of the Central Library renovation.

On April 21, 2009, the City Council awarded a Service Agreement to Adrian-Gaus Architects, Inc. for architectural design and project support services related to Commerce Central Library renovation.

On July 28, 2009, Adrian-Gaus Architects conducted a public presentation for the Central Library preliminary design. A second presentation in Spanish was held on September 17, 2009. These meetings served as a means to gain additional public comment on the project scope and design.

On November 3, 2009, the City Council received a presentation from Adrian-Gaus Architects, Inc., and Swinerton Management & Consulting, for the final architectural design of the Central Library renovation.

On November 17, 2009, the City Council approved the architectural design for the Commerce Central Library renovation.

On April 20, 2010, the City Council received a presentation from Adrian-Gaus Architects, Inc., and Swinerton Management & Consulting, for an update on the final architectural design related to the Central Library renovation. The presentation also provided information related to additional scope which included: HVAC, roofing, electrical and structural upgrades as required by the current building code. The concept of combining the Library Renovation with the City Hall / Senior Plaza project was also presented.

On June 7, 2011, the City Council received a presentation from Adrian-Gaus Architects and Swinerton Management & Consulting for the final design, budget, schedule and phasing for the combined Central Library Renovation, City Hall and Senior Plaza projects.

City Hall Frontage / Senior Plaza Project – Chronological History

On March 4, 2008, the City Council authorized the issuance of a Request for Proposal (RFP) for architectural design and project support services related to Commerce City Hall Frontage and Senior Plaza Improvement Project.

On August 04, 2008, the City Council awarded a Service Agreement to Black, O'Dowd and Associates (BOA) for architectural design and project support services related to Commerce City Hall Frontage and Senior Plaza Improvement Project.

On December 17, 2008, the City Council received a presentation from BOA for the preliminary design of the City Hall / Senior Plaza project.

On April 1, 2010, the City Council received a presentation from Black, O'Dowd and Associates for the final design and budget related to the City Hall / Senior Citizen Frontage Project.

On April 20, 2010, the City Council received a presentation recommending combining the City Hall Frontage and Senior Plaza project with the Central Library Renovation project.

Project Scope Development – General History

- *Preliminary Architectural Design*

In 2009, after preliminary architectural design, the Library Project was valued engineered to reduce costs by eliminating a reflecting pool and a full service café. Additionally, in order to comply with current ADA requirements, the

renovation of the council chamber restrooms and new handicap accessible entrance doors were added. To take further advantage of the economies of scale while working in council chamber lobby area, renovations of the lobby were also added.

The City of Commerce is committed to environmental excellence and recognizes the importance of protecting the local and global environment and natural resources; therefore, the Library Project has been designed to be a LEED-Certified project. LEED (or Leadership in Energy and Environmental Design) is an internationally-recognized green building certification system developed by the U.S. Green Building Council (USGBC). LEED provides building owners and operators with a framework for identifying and implementing practical and measurable green building design, construction, operations and maintenance solutions. LEED promotes sustainable buildings and development practices through a suite of rating systems.

- *HVAC System and Electrical Upgrades*

In 2010, investigations into the HVAC system revealed that several of the roof-mounted units are at the end of their useful life and would soon need to be replaced. Again, the City would realize substantial savings by having them replaced as part of this project as opposed to replacing later. In addition, since a new roof is being considered, all piping and roof penetrations required by an HVAC system upgrade can be performed more effectively and efficiently while a new roof is being constructed.

Also, the 2010 investigations revealed that the transformer located in the electrical room next to Building and Safety would need to be upgraded in order to meet current code. The electrical room would also be upgraded to have a one-hour fire resistive rating and the transformer would be replaced with a more efficient model. In 2005, when the City Hall Addition was constructed the City elected not to perform this work due to funding constraints. Today, due to the size and scope of the proposed project, these improvements are necessary to comply with the current Building Code and life-safety considerations.

- *Seismic and Structural Upgrades*

During the final design and plan check process, it was determined that the scope and breadth of the Library Project required additional structural upgrades. The last structural upgrade to the City Hall facility was performed in 1998. The Building Code has changed since then and requires additional structural upgrades to City Hall, due to the size and scope of the project, the library occupancy type and life-safety considerations. These upgrades involve digging underneath existing footings and installing seismic strengthening and structural attachments.

Seismic strengthening and attachments on building support columns to the roof are also required. A new diaphragm system will also be required, meaning new 4' x 8' plywood sheets would need to be laid out over the existing decking. Since the existing roof was to be removed, this gave the City the opportunity to add insulation to the entire City Hall South Building, not just the library portion as was proposed in the initial plan. This also required a whole new roofing system to be placed on the City Hall South Building.

- *Temporary Library and Consolidation of Projects*

In addition to the scope of work noted above, in order to continue to provide the services offered by the City to its community, the project design includes a 5,300 SF temporary Library facility and a 1,620 temporary Literacy Center. These facilities will consist of temporary trailers placed just west of City Hall in the west

parking lot. These facilities will house 60-70% of the Library's collection and would be removed once the project is completed.

In 2011, it was decided that (again, for savings via economies of scale) combining two projects, the Senior Center Plaza Renovation and the Central Library Renovation (including HVAC replacement, structural code upgrade and electrical room upgrade) should all be combined into one project as it is proposed today.

Final approval of plans by LA County Public Works was not obtained until July 28, 2011 due to additional changes to plans as required by LA County, especially regarding electrical and structural upgrades.

At its meeting of September 6, 2011, the City Council continued this item to September 19, 2011 to review and conduct a workshop on the project scope of work.

At its meeting of September 19, 2011, the City Council conducted a workshop on the project scope of work and continued this item until September 20, 2011.

ANALYSIS:

The project plans and specifications are nearly ready and complete. At this time, the City Council may direct staff to continue with finalizing the plans and specifications or elect to pursue one of the following three alternatives (of which Alternative 3 is the best option):

Alternative 1

Place the project on hold indefinitely or until further notice.

Alternative 2

Request staff to reduce the project scope of work to include only aesthetic improvements, such as new paint, carpet, furniture, acoustic ceiling and roof patching. Staff will prepare a Request for Proposal (RFP) and solicit construction bids for interior painting, re-carpeting, furnishing, installation of a new acoustic ceiling and minor roof repair to eliminate leaks. Such a project will require ADA improvements to the Council restrooms (as they also served the Central Library) and both library entrances. Moreover, as long as these improvements are not significant in size, value or scope, they will not require additional structural, roof, electrical or HVAC improvements.

Alternative 3

Direct staff to schedule future workshops with the City Council and Community to explore potential changes (including reductions) in the project scope. Final recommendations from the workshops will be presented at a future City Council meeting for final review and approval.

FISCAL IMPACT:

The proposed improvements are estimated as follows (a detailed cost breakdown is attached):

<u>Estimated Cost Summary</u>	
Central Library	\$ 5,284,444
Senior Plaza	\$ 455,883
Other	<u>\$ 1,359,798</u>
TOTAL	<u>\$ 7,100,125</u>

At this time, the proposed project can be carried out without additional impact on the current operating budget. Funding for this project is available in the following accounts:

Central Library Renovation Project (040-5180-54043-10134).....	\$6,600,000
Council Chambers/Sr. Center Walkway Project (040-5180-57010-10144)...	\$ 500,000
Total Funding.....	\$7,100,000

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 ensuring that city-owned buildings and grounds are in good and safe order for public and staff use.

Respectfully submitted,




Jorge Rifa
City Administrator

Recommended by:



Robert Zarrilli
Director of Community Development

Prepared by:



Michael Halsey, Construction Manager
Swinerton Management & Consulting

Reviewed by:




Danilo Batson
Assistant Director of Public Services

Reviewed by:



Vilko Domic
Director of Finance

Approved As To Form:



Eduardo Olivo
City Attorney



AGENDA REPORT

MEETING DATE: September 20, 2011

TO: HONORABLE CITY COUNCIL

FROM: CITY ADMINISTRATOR

SUBJECT: AWARD OF CASH CONTRACT NO. 1102 – STREET SWEEPING SERVICES AND OTHER MATTERS RELATED THERETO

RECOMMENDATION:

City Council discretion.

MOTION:

Move to approve City Council decision.

BACKGROUND:

At its meeting of September 21, 2010, the City Council approved the Request for Proposal for Street Sweeping Services and authorized staff to advertise for proposals.

At its meeting of November 16, 2010, the City Council rejected all bids received and directed staff to provide additional information regarding street sweeping services in other communities, especially with regards to the following items:

1. Term (or length) of Contract
2. Pricing Strategy (automatic annual escalator or fixed pricing)
3. Approval authority (City Administrator or City Council)
4. Public Works Contract Clarification

At its meeting of February 15, 2011, the City Council received staff findings and recommendations with regards to the aforementioned items. The City Council then directed staff to revise the Street Sweeping Request for Proposal in the following manner:

1. Term of Contract – 3 year contract with a 2-year option
2. Pricing Strategy – Contractor will be allowed to request annual CPI adjustment
3. Authority – City Council to approve annual request for CPI adjustment
4. Public Works Contract Clarification – use LA County Public Works evaluation criteria as part of the RFP evaluation process.

The City Council also approved the following criteria for the evaluation of the proposals by a three member committee:

- | | |
|----------------------------|-----------------|
| ○ Proposed Fee/Price..... | 50 points |
| ○ References..... | 15 points |
| ○ Experience..... | 10 points |
| ○ Financial Resources..... | 5 points |
| ○ Work Plan..... | 10 points |
| ○ Equipment | 5 points |
| ○ Record Keeping..... | <u>5 points</u> |
| Total..... | 100 points |

The above scoring system is also used by L. A. County Public Works Department.

At its meeting of April 5, 2011, the City Council approved the Request for Proposals for Street Sweeping and authorized staff to advertise and issuance the Notice Inviting Bids/Proposals. The RFP was advertised appropriately and in accordance with existing regulations. The RFP included the evaluation criteria approved by the City Council, but advised that it was not exclusive and that the City reserved the right to apply additional evaluation criteria. A mandatory pre-bid meeting was held on Thursday May 5, 2011 in the City Hall North Conference Room at 10:00 a.m.

On June 2, 2011 at 10:00 a.m., the City Clerk received and opened all bids/proposals. The following six (6) proposals were received:

- | | |
|---|--------------|
| 1. R.F. Dickson Co., Inc. of Downey | \$ 88,504.00 |
| 2. Webco Sweeping LB LLC of Long Beach | \$ 93,015.20 |
| 3. Nationwide Environmental Services of Norwalk | \$121,206.24 |
| 4. Athens Services of City of Industry | \$124,349.00 |
| 5. CleanStreet of Gardena | \$126,230.16 |
| 6. DeAngelo Brothers, Inc., of Ontario | \$359,580.00 |

At its meeting of August 1, 2011, the City Council continued this item to its next regular meeting.

At its meeting of August 16, 2011, the City Council opted to award a 1-year probationary contract to R.F. Dickson for \$88,504 and directed staff to explore the opportunity of increasing the frequency of sweeping services in industrial areas or areas in needs.

ANALYSIS:

A. Bidder Evaluations and Scores

As approved in the RFP, staff assembled a three-member evaluation committee to evaluate all proposals. The following participants were part of the committee: 1) Robert Ashworth, Integrated Waste Supervisor for the City of Glendale (supervises the in-house street sweeping operation for Glendale), 2) Gina Nila, Environmental Services Manager for the City of Commerce and 3) Danilo Batson, Assistant Director of Public Services.

On July 7, 2011, the committee visited all 6 contractors' offices and met with a contractor representative to view first-hand their operation and capacity to successfully perform all work called for in the RFP. The committee ranked and rated each contractor's proposal as follows:

	AVAILABLE POINTS	RF DICKSON	WEBCO	NATIONWIDE ENV. SERVCS	ATHENS SERVICES	CLEAN STREET	DEANGELO BROTHERS
Proposed Price	50*	50	47	32	30	21	0
References	15	15	12	15	15	15	10
Experience	10	10	7	10	10	10	10
Financial Resources	5	5	3	4	3	5	5
Work Plan	10	8	4	10	10	10	3
Equipment	5	5	3	5	5	5	2
Record Keeping	5	5	3	4	5	5	3
TOTAL SCORE	50	98	79	80	78	71	33

* Score is based on proposed/bid price. $\$88,504/50 = \$1,770.08$ PER POINT

Based on the above scores, the proposals rank as follows:

- | | |
|---|----|
| 1. R.F. Dickson Co., Inc. of Downey | 98 |
| 2. Nationwide Environmental Services of Norwalk | 80 |

3. Webco Sweeping LB LLC of Long Beach	79
4. Athens Services of City of Industry	77
5. CleanStreet of Gardena	71
6. DeAngelo Brothers, Inc., of Ontario	33

The biggest factor (or weight) is the “proposed price” with 50 out of 100 points (or 50%). RF Dickson submitted the lowest price; consequently, they received all 50 points. The “proposed price” points assigned to all other proposers is based on the lowest submitted price.

RF Dickson has been the City’s street sweeping provider for the majority of years since the City was incorporated. Nationwide Environmental Services provided street sweeping services in Commerce between the years of 2000 and 2005.

Webco Sweeping provides sweeping services to various transportation district facilities, Union Pacific Railroad yards, private shopping centers and business complexes, and since 2009 they have provided sweeping services to LA County in San Pedro.

R.F. Dickson, Nationwide Environmental Services, Athens Services and CleanStreet have years of street sweeping experience, use essentially the same type of street sweepers (Tymco 600) and have parts department at their facilities. They provide contractual street sweeping services to most municipalities that contract for these services in Los Angeles and Orange counties.

DeAngelo Brothers is new to street sweeping services in Southern California, although they provide these services in other states. Their proposal included leasing the street sweepers.

Based on the scoring criteria in the RFP, RF Dickson (98) received the highest possible number of points; followed by Nationwide Environmental Services (80), Webco Sweeping (79) and Athens Services (77).

B. City Council Options

Competitive bidding for public works contracts for “public projects” over \$5000 is required for general law cities. [Public Contracts Code § 20162] Public Contracts Code § 20160 (c) defines a “public project” as including “[s]treet or sewer work except maintenance or repair.” The sweeping of streets is part of the “maintenance” of the streets. The City Attorney has therefore advised that such services are not “public projects” as that term is defined in the Public Contracts Code. The City may nevertheless, as it has done in this case, choose to proceed with some type of request for proposal process.

The evaluation criteria were established by the City Council as part of the RFP. However, the RFP expressly advised that such criteria were not exclusive and that the City reserved the right to apply additional evaluation criteria. Although the City can consider other factors, it would, under normal circumstances, make its decision regarding the award of the contract primarily based on the RFP evaluation criteria. Nevertheless, there has been an unusual development in this case.

On July 19, 2011, the City Council received a public complaint about the sweeping services by the City’s current street sweeping contractor, RF Dickson, who also received the highest amount of points for its bid in response to the RFP. The complaint was made by a major developer and the owner of the Citadel Outlets in the City. The City Council was provided with photographs that appeared to show significant neglect of the street sweeping duties in the subject area on Telegraph Road. The City Council was rightfully disturbed and concerned about the situation. Since then RF Dickson has taken action to correct the problems on Telegraph Road.

Before the most recent complaints, the City has received on average 2 to 3 complaints annually regarding RF Dickson's street sweeping performance. Although RF Dickson received the highest amount of points, the City Council may consider the most recent complaint as a significant part of its selection criteria.

At its meeting of August 16, 2011, the City Council opted to award a 1-year probationary contract to R.F. Dickson for \$88,504.00 and directed staff to explore the opportunity of increasing the frequency of sweeping services in industrial areas (or areas in need).

The current RFP calls for the following frequency of street sweeping:

- Weekly Sweeping: Residential streets
Arterial streets
City parking lots

- Monthly Sweeping: Industrial streets
Alleys

As directed by the City Council, staff contacted R.F. Dickson and requested pricing for increasing the frequency of street sweeping services in the industrial areas and alleyways. R.F. Dickson submitted, in writing, the following pricing option:

<u>Weekly Services</u>	
Industrial Streets.....	\$ 36,660.00
Alleys.....	\$ 4,940.76
Based Contract Fee.....	\$ 88,504.00 (original RFP Proposed Fee/Price)
TOTAL FEES	\$130,104.76

Nationwide Environmental Services contacted staff and submitted the following an unsolicited price proposal:

<u>Weekly Services</u>	
Industrial Streets.....	No added cost
Alleys.....	No added cost
Based Contract Fee.....	\$121,206.24* (original RFP Proposed Fee/Price)
TOTAL FEES	\$121,206.24

As of August 24, 2011, both R.F. Dickson and Nationwide Environmental Services agreed, in writing, to enter into a 1-year contract with the understanding that this could be considered by the City Council as the first year of a 3-year contract with a 2-year extension option. However, on September 1, 2011, the City received a letter from R.F. Dickson (dated August 31, 2011) withdrawing their offer. Dickson's request made it necessary for staff to require additional time to consider and evaluate the City's alternatives.

Based on the aforementioned information, the City Council may consider the following options:

1. Reject all bids and start anew with a request for proposal that follows the Public Works model/guidelines under which the price is the determining factor and the contract awarded to the lowest, responsive and responsible bidder. If this option is selected a new contractor will begin providing sweeping services in approximately 90 days (or December 2011).
2. Award a 3-year contract with an additional 2-year option extension to Nationwide Environmental Services, based on their unsolicited proposal to provide additional sweeping services in the industrial areas and alleyways on a weekly basis, and that is consistent with the City's Request for Proposal. If this option is selected, Nationwide

would begin providing sweeping services in November 2011, pending final contract award on October 6, 2011.

3. Provide all bidders with the same opportunity to submit a proposal with additional services, as provided to R.F. Dickson and Nationwide Environmental Services. If this option is selected, all bidders will be given 30 days to submit a proposal and then staff will need to evaluate each proposal.
4. City Council discretion.

FISCAL IMPACT:

During the budget process, \$130,000 was appropriated for street sweeping services in the Community Development Department Maintenance and Operations Budget for Fiscal Year 2011/12.

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."*

There are no specific objectives connected to this issue. The City's ability to deliver quality street sweeping services with alternative-fuel powered vehicles to the community within the context of the FY 2010/2011 approved budget and available resources is in keeping with the identified 2009 Strategic Goals.

Recommended by:



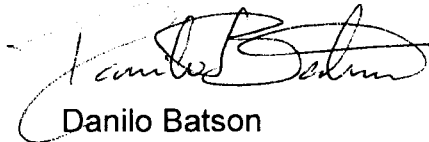
Robert Zarrilli
Director of Community Development

Respectfully submitted,



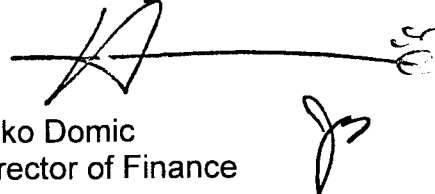
Jorge Rifa
City Administrator

Prepared by:




Danilo Batson
Assistant Director of Public Services

Reviewed by:



Vilko Domic
Director of Finance

Approved As To Form:



Eduardo Olivo
City Attorney

Attachments: R.F. Dickson and Nationwide Env. Services RFP Proposal and Letters



AGENDA REPORT

PLANS & SPECS ARE AVAILABLE FOR
VIEWING IN THE CITY CLERK'S OFFICE

MEETING DATE: September 20, 2011

TO: HONORABLE CITY COUNCIL

FROM: CITY ADMINISTRATOR

SUBJECT: APPROVAL OF PLANS AND SPECIFICATIONS FOR CASH CONTRACT NO. 1113 – STATE-FUNDED PROJECT NO. SR2SL-5362(013) SAFE ROUTE TO SCHOOL IMPROVEMENTS, AND OTHER MATTERS RELATED THERETO

RECOMMENDATION:

That the City Council:

1. Approve the Project Plans and Specifications, as prepared by Elie Farah, Inc.;
2. Find the proposed project categorically exempt pursuant to the State Guidelines for implementation of the California Environmental Quality Act; and
3. Authorized the Department of Community Development to advertise for sealed bids and designate Thursday, October 27, 2011, at 3:00 p.m., as the bid opening date.

MOTION:

Approve the Resolution and assign the number next in order.

BACKGROUND:

The City applied for state funding under the Safe Route to School Program for various improvements around our elementary schools. The intent of the program is to improve and enhance the safety of pedestrians, motorists and related infrastructure near Bandini Elementary School, Laguna Nueva School and Rosewood Park School.

At its meeting of July 20, 2010, the City Council approved the execution of the Master and Program Supplemental Agreements between the City of Commerce and the State of California Transportation Department (Caltrans) for this project.

At its meeting of September 21, 2010, the City Council received an update on the Safe Route to School Program.

At its meeting of December 21, 2010, the City Council awarded a Professional Services Agreement to Elie Farah, Inc., for design and engineering services related to the preparation and development of the proposed project plans and specifications.

Individual meetings with the principal of each schools and other Montebello Unified School District have taken placed. They reviewed the design and proposed improvements and are in favor of the improvements.

At its meeting of May 4, 2011, the Traffic Commission approved the design and proposed improvements contemplated under this project. They are also looking forward to the implementation of the project.

ANALYSIS:

The project plans and specifications are ready and available in the Community Development Department. The proposed improvements are in accordance with the State of California Safe Route to School Program (SR2S) and the Manual of Uniform Traffic Control Devices (MUTCD). The Notice Inviting Sealed Bids is ready for advertisement. Therefore, it is recommended that the City Council approve the project plans and specifications,

advertise for bids, and authorize staff to set the bid opening date. The project schedule is established as follows:

TASK	ESTIMATED DATE
ISSUE NOTICE INVITING BIDS	September 21, 2011
BID ADVERTISEMENT PERIOD	30 Days
RESPONSES TO BIDDER QUESTIONS FROM CITY	by October 20, 2011
BIDS DUE AND OPENED IN PUBLIC BY CITY CLERK	October 27, 2011
AWARD OF CONTRACT	November 15, 2011
CONTRACT, BONDS AND INSURANCE TO CITY	15 calendar days after Notice of Award
PRE-CONSTRUCTION MEETING	December 22, 2011
ISSUE NOTICE TO PROCEED WITH CONSTRUCTION	January 03, 2012
CONSTRUCTION DURATION	40 working days from Notice to Proceed

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 2008/09 Capital Improvement Project Budget. As part of CIP budget, the City Council approved a project funding level of \$572,100, with a 10% City Match, as follows:

Sate Grant	\$514,890
City Match	\$ 57,210
Total Funding	\$572,210

The cost of the proposed improvements would is estimated at \$510,000, which will be paid/covered by the SR2S project budget, and have minimal impact on City Funds. There will be a small impact on future operating budget as some funds may be required for the maintenance of the in-pavement lights and associated electrical system.

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 general pedestrian and motorist safety, as well as, the proper upkeep and maintenance of streets and sidewalks.

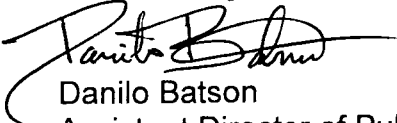
Recommended by:


 Robert Zarrilli
 Director of Community Development

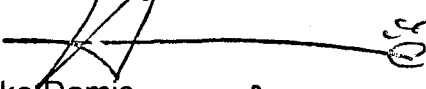

Respectfully submitted,


 Jorge Rifa
 City Administrator

Prepared by:


 Danilo Batson
 Assistant Director of Public Services

Reviewed by:


 Vilko Domic
 Director of Finance 

Approved As To Form:


 Eduardo Olivo
 City Attorney



AGENDA REPORT

DATE: September 20, 2011

TO: HONORABLE CITY COUNCIL

FROM: CITY ADMINISTRATOR

SUBJECT: GREEN POLICY/GREEN ZONES DISCUSSION WITH CITY COUNCIL
INCLUDING ISSUES AND NEXT STEPS

RECOMMENDATION:

Receive and file a report from staff and direct staff to convene a workshop by and between the City Council, Planning Commission, Environmental Justice Advisory Task Force and Commerce Industrial Council on a Green Policy/Green Zones concept.

MOTION:

Approve the recommendation.

BACKGROUND/ANALYSIS:

At its meeting on June 22, 2011, the City Council directed staff to engage the Environmental Justice Advisory Task Force (EJ Task Force) and other stakeholders regarding an EJ Task Force request that the City consider a series of land use strategies to create "Green Zones" which provide an incentive and framework to promote green jobs and grow the green economy as well as provide for buffer zones to address environmental burdens and incompatible land uses.

On August 1, 2011, staff provided an update on the effort to further facilitate this discussion. However after the two meetings, it has become apparent that there is some ambiguity as to Council direction especially relating to the next steps in this effort. For example, some on the EJ Task Force and other stakeholders believe the Council direction has been to immediately work on developing a Green Policy/Green Zones initiative to address the concerns and schedule a convening meeting as soon as possible. On the other hand, given the scope of such a wide ranging initiative, and the major land use and zoning as well legal and policy implications associated with it, staff believes that the primary question of the need for a Green Policy/Green Zones must first be answered.

In addition to this, there are a number of other issues/questions for which staff needs further clarification and the direction of City Council before taking the next steps in this effort:

- What are the goals and objectives of this effort and what is the desired outcome? Before engaging in this type of comprehensive effort, it is critical that goals and objectives be identified and clearly articulated.
- What are we doing now? Commerce has implemented numerous "green" policies and practices.
- What can we do? The proposed solutions must be fair and objective as well as predictable and measureable and must be guided by an incentive based approach or a regulatory scheme. The solutions must be attainable in a realistic time frame respecting the commitment of staff time and resources necessary to implement the solutions.
- A possible framework for discussion includes the following:
 - Policy
 - Guidelines

- Zoning including possible amendments to the Commerce Municipal Code (CMC). This involves working through complex zoning and legal issues.
- How do we get there? There must be a model of outreach to all stakeholders including the business community. It is critical that a moderator be selected to assist in outreach and community participation efforts and they have the credibility and experience to moderate discussions where there may be many competing goals, values and objectives. To assist in this regard, both Eastyard Communities for Environmental Justice and the Environmental Protection Agency (EPA Region 9) have agreed to assist in selecting and retaining a moderator to help in the outreach efforts.

Next Steps

Ultimately it was the intent of the City Council that a workshop be convened this Fall between the Council, Planning Commission, EJ Advisory Task Force and Commerce Industrial Council to discuss these strategies. The Council also directed staff to engage the Environmental Justice Advisory Task Force in the discussion in order to kick-off this initiative.

Given the above considerations, staff is recommending the first step in this process will be to actively assist in selecting a moderator working closely with Eastyards and EPA. Once that is done, a workshop could be set for later this year.

FISCAL IMPACT:

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

RELATIONSHIP TO 2009 STRATEGIC GOALS:

The issue before the Council is applicable to the following Council strategic goal to *"Protect and Enhance Quality of Life in the City of Commerce"*. The recommendations contained in this report are intended to insure that Commerce residents are afforded the most efficient and effective opportunity to engage in meaningful public participation on matters concerning their quality of life.

Recommended by:



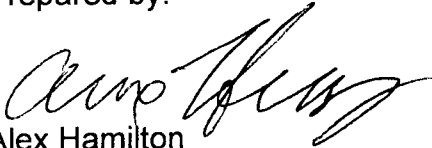
Bob Zarrilli
Director of Community Development

Respectfully submitted,



Jorge Rifa
City Administrator

Prepared by:



Alex Hamilton
Assistant Director of Community Development

Reviewed by:



Vilko Domic
Director of Finance

Approved as to Form:



Eduardo Olivo
City Attorney



AGENDA REPORT

DATE: September 20, 2011

TO: HONORABLE CITY COUNCIL

FROM: CITY ADMINISTRATOR

SUBJECT: DIGITAL ELECTRONIC SIGN DISPLAYS – SCHEDULING OF WORKSHOP

RECOMMENDATION:

At the request of the City Council a workshop on digital electronic sign displays will be scheduled on October 25, 2011.

MOTION:

City Council discretion.

BACKGROUND/ANALYSIS:

The City Council has received a proposal from Clear Channel Outdoor regarding electronic sign displays. The City Council has requested that staff convene a workshop to discuss and give direction on this topic. This item was originally on the agenda for the City Council's meeting of August 1, 2011. At that meeting the City Council did not take action on the item but staff has since then been researching and compiling information on this topic. A report will be prepared and presented to the Council at the workshop. Topics to be discussed include, but may not be limited to the following:

1. Billboard inventory.
2. Standard/Model ordinances.
3. State and federal laws.
4. Options for a new ordinance.
5. Impacts to the community.

Staff is now asking the

City Council to set a date for the subject workshop. As stated, staff is currently compiling information on this matter. Staff is estimating completing its research by late September and would therefore recommend a workshop on October 25, 2011.

FISCAL IMPACT:

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

RELATIONSHIP TO 2009 STRATEGIC GOALS:

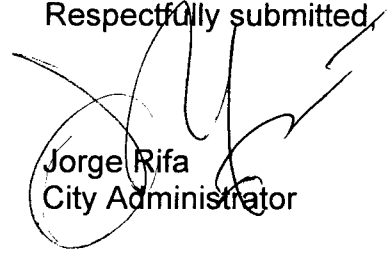
Goal #2 – Protect and Enhance Quality of Life in the City of Commerce.

Recommended by:



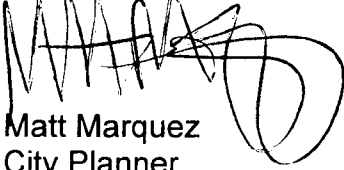
Bob Zarrilli
Director of Community Development

Respectfully submitted,



Jorge Rifa
City Administrator

Prepared by:



Matt Marquez
City Planner

Fiscal impact reviewed by:



Vilko Domic
Director of Finance

Approved as to Form



Eduardo Olivo
City Attorney



AGENDA REPORT

DATE: September 20, 2011

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

RECOMMENDATION:

Make the appropriate appointments.

MOTION:

Council discretion.

BACKGROUND:

Pursuant to Resolution No. 97-15, as amended, each Councilmember makes one appointment to the various Commissions and Committees of the City, with the terms of office of each appointee being for a period not to exceed two years, expiring at the next General Municipal Election. The term of office shall continue until the appointment and qualification of successor appointees. The Council makes the appointments of any sixth or more members, industrial member and Council member of the applicable Commission and Committees.

ANALYSIS:

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

Education Commission

Mayor Pro Tempore Baca Del Rio

Housing Committee

Mayor Pro Tempore Baca Del Rio
Mayor Aguilar

Beautification Committee

Councilmember Leon
Mayor 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. Rifa
City Administrator



AGENDA REPORT

DATE: September 20, 2011

TO: HONORABLE CITY COUNCIL

FROM: CITY ADMINISTRATOR

SUBJECT: AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COMMERCE, CALIFORNIA. AMENDING TITLE 19 ("ZONING") OF THE COMMERCE MUNICIPAL CODE, TABLE 19.11.030 (5. TRANSPORTATION-RELATED USES, NOTES AND EXCEPTIONS).- SECOND READING

RECOMMENDATION:

Move to approve and adopt the Ordinance.

MOTION:

1. Move to read the Ordinance by title only.
2. Move to approve and adopt the Ordinance and assign the number next in order.

ROLL CALL VOTE

BACKGROUND:

Pursuant to the City of Commerce's General Plan, over 60% of the City's land area is dedicated to industrial uses. A significant challenge has been to identify strategies to enable industrial activities and businesses to coexist with homes. Through past planning efforts, the City has preserved and enhanced its neighborhoods, while at the same time, accommodated the rapidly changing demands of industry and commerce. The City is committed to continuing these efforts.

Warehouses typically represent a large volume of space with a significant number of loading or dock doors. The truck trips generally associated with warehouses can have significant impacts to the City's infrastructure and pose problems and dangers to surrounding uses. Typically, environmental analysis for new warehouse facilities focuses on the number of truck trips generated and how this affects air quality and infrastructure. A significant amount of emissions from these facilities is generally caused by truck trips to and from the facility and truck idling. A report by the Los Angeles County Metropolitan Transportation Authority (METRO) states, "15 minutes of idling caused emissions that were 50% more than one truck trip's emissions". According to this same report, recent studies estimated that warehouse/distribution centers generate between 330 and 530 daily truck trips per million square feet of warehouse. Therefore, for a 100,000 square foot warehouse, an estimate of average daily truck trips would be somewhere between 33 and 53.

Over the last few years, the largest warehouse building approved in the City measures approximately 400,000 square feet. A review of the project's environmental document indicated the estimated total number of daily truck trips to be 124.

The Commerce Municipal Code (CMC) currently defines a warehouse as follows:

"Warehouse" means a building or portion thereof used for the shipping, receiving, storage, or wholesaling of goods and merchandise and any incidental or accessory activities. An area where goods are processed, manufactured, or serviced, or where equipment for rent or lease is stored is not considered a warehouse.

The CMC also contains development standards related to warehouses and warehouse uses. However, it was determined that there is a need to review the existing requirements for establishing new warehouses as well as additions thereto. As the local ports and railroad industry continue to expand, cities like Commerce must prepare for a potential increased desire to build new warehouse facilities and the resulting negative impacts of such facilities on surrounding uses.

Currently, the entitlement process for a warehouse is via a Site Plan review. A Site Plan is required of any new building or structure in excess of 25,000 square feet and for the enlargement of any existing building or structure that adds more than 25,000 square feet of building area (CMC Section 19.39.650). This review process was established to provide a visual and factual document that may be used to determine and control the physical layout, design, and use of a lot or parcel of land, buildings, or structures. A determination must be made that a particular site is suitable for the use or development intended. In addition, review pursuant to the California Environmental Quality Act (CEQA) would be required.

Staff believes that the requirement of a conditional use permit (CUP) for large warehouse projects will provide the City with a better opportunity to address the potential negative impacts that such facilities may have on surrounding uses. Typically, following a list of permitted uses in each zoning district, a city's zoning ordinance will provide for other uses that are not permitted as a matter of right, but for which a CUP must be obtained. The City recognizes that certain uses, due to the nature of use, intensity, or size, require special review to determine if the use proposed, or the location of that use, is compatible with surrounding uses, or through the imposition of development and use conditions, can be made compatible with surrounding uses. A CUP is provided for this purpose. "The decision to allow a conditional use permit is an issue of vital public interest. It affects the quality of life of everyone in the area of the proposed use" (Curtin, 2009). Establishing a CUP requirement for warehouse buildings exceeding a certain threshold would give the City more oversight in the planning process of these structures. To ensure compatibility with zoning regulations and surrounding properties, conditional uses require special consideration. The City's Planning Commission is empowered to grant and deny applications for CUPs and to impose reasonable conditions upon the granting of such permit. The Planning Commission must determine if a proposed conditional use would not impair the integrity and character of the zone in which it is located. They also must determine if a proposed site is physically suitable for the proposed development and that it's compatible with surrounding uses. Provisions for adequate public access must be made and it must be consistent with the City's General Plan. The design of such a project must preserve and maximize the image, character and visual quality of the surrounding neighborhood. Plus, a conditional use may not be detrimental to the public health, safety and welfare. Additionally, CEQA review would also be required.

On June 22, 2011, the Planning Commission considered the matter. At the completion of their discussion, the Commission concluded that a CUP should be required for all new warehouses measuring 100,000 square feet or greater and additions to existing warehouses where the total square footage of all structures would measure 100,000 square feet or greater. The Planning Commission has therefore recommended that the City Council approve the subject ordinance.

On August 16, 2011, the City Council conducted the required public hearing and approved the proposed Ordinance for first reading. At that meeting, members of the Industrial Council including Mr. Eddie Tafoya were present to indicate concerns with the proposed new requirements as it would impose another layer of "bureaucracy" on projects potentially exposing them to additional uncertainty and delays. In response to these concerns, staff attempted to meet with Mr. Tafoya and others on the Industrial Council to seek a potential solution to the issues but due to scheduling conflicts said meeting has not yet occurred. At this point, staff recommends moving forward with the City Council action to consider the proposed ordinance as presented for second reading and adoption. If after adoption of this ordinance, and as a result of staff outreach to the Industrial Council, it is determined that changes to the adopted ordinance are feasible and practical, amendments can be brought back to the Planning Commission and City Council in the near future for consideration and adoption.

ANALYSIS:

Pursuant to Table 19.11.030 of the CMC, new warehouses are allowed in the M-2 zone (Heavy Industrial). A majority of properties in the City have this zoning designation. Currently, a CUP is only required if a proposed warehouse would be located within 1,000 feet of the nearest residential district. However, the following exceptions currently apply:

1. Any user proposing to occupy an existing warehouse facility containing less than 35,000 square feet shall be exempt from the CUP requirement.
2. 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.
3. Where an active railroad right-of-way separates the project site from the nearest residential district and the director of community development determines that project truck traffic will not circulate through the residential district, no CUP shall be required.

As discussed in the Background section of this report, establishing a CUP requirement for warehouse buildings exceeding a certain threshold would give the City more oversight in the planning process of these structures. Any impacts associated with warehouses would have to be fully analyzed prior to approval and the findings for such an approval would be more stringent than those for Site Plan approval. The CUP requirement would also provide another basis for triggering a CEQA review in order to assure that environmental impacts are properly studied and considered and appropriate conditions can be imposed.

The proposed ordinance would amend Table 19.11.030 of the CMC. Specifically, the notes and exceptions column related to "Transportation-related uses) would be amended. Below is the subject table. The proposed text to be added is highlighted and in bold italics:

Use	C/M-1	M-1	M-2	*Notes and Exceptions
5. Transportation-related uses	X	X	C	a. For SIC code 495, only one such facility is permitted in the city per 12,000 residents, as reported in the most recent U.S. Census.
5.1 SIC code 40 (Railroad Transportation)	P	P	P	b. Helipads require a conditional use permit in the C/M-1, M-1, and M-2 zones.
5.2 SIC codes 41, 43, 491, 494	X	X	P/C*	Must be located a minimum of 500 feet from residential zones.
5.2 SIC code 42 (Trucking and Warehousing)	X	X	X	c. For trucking and warehousing uses, the distancing requirement set forth in Section 19.11.030(C) shall be 1,000 feet, meaning that any such use proposed to be located within 1,000 feet of the nearest residential district shall require conditional use permit review. The following exceptions shall apply:
5.3 SIC code 45 (Air transportation, except helipads)	X	X	P/C	
5.5 SIC codes 492, 493, 496	X	X	C	
5.6 SIC codes 495*, 496				i. Any user proposing to occupy an existing warehouse facility containing less than 35,000 square feet shall be exempt from the CUP

				requirement.
				ii. 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.
				iii. Where an active railroad right-of-way separates the project site from the nearest residential district and the director of community development determines that project truck traffic will not circulate through the residential district, no CUP shall be required. d. SIC code 4225 (General Warehousing and Storage), also known as mini-warehousing, self-storage or public storage warehousing, is permitted in the M-2 (Heavy Manufacturing) zone with a conditional use permit. <i>e. A CUP shall be required for any new warehouse building or development and additions to existing warehouse buildings and developments, where the total square footage of all structures measures 100,000 square feet or greater.</i>

The Industrial Council was unable to meet with staff. Therefore staff is recommending that this item be continued to the first meeting in October.

PROPOSED FINDINGS:

Commerce Municipal Code Section 19.39.310 requires that all of the following findings be made before approving a zoning ordinance text amendment:

1. That the proposed zoning ordinance text amendment is consistent with the goals, policies, and objectives of the general plan. ***The proposed text amendment is consistent with the City of Commerce General Plan. The General Plan aims to ensure land use compatibility within each of the City's planning areas. The subject amendment would require a more detailed review process than what is currently applicable. This enhanced review would help to ensure an orderly pattern of development in the City, while at the same time accommodating future growth.***
2. That the proposed zoning ordinance text amendment will not adversely affect surrounding properties. ***The subject text amendment would serve to better protect surrounding properties from overdevelopment and the potential negative effects associated with it. The proposed amendment would require a more detailed review process for warehouses of a certain size. Therefore, the impacts associated with these warehouses would be fully analyzed prior to approval. Thus, surrounding properties would not be adversely affected.***

That the proposed zoning ordinance text amendment promotes the public health, safety, and general welfare and serves the goals and purposes of this Title 19. ***The***

subject text amendment would serve to help better protect the health, safety and general welfare of the residents of the City of Commerce. This amendment would help to ensure development that is in line with the vision of the City's future as set forth in the General Plan and zoning ordinance. This amendment would help to ensure new development that does not adversely affect surrounding properties. It will also help to create orderly development throughout the City and greater land use compatibility.

ENVIRONMENTAL ASSESSMENT:

The project qualifies for a Class 8 Categorical Exemption under the provisions of the California Environmental Quality Act (CEQA) Guidelines Section 15308. Class 8 consists of actions taken by regulatory agencies, as authorized by local ordinance, to assure the maintenance, restoration, enhancement, or protection of the environment.

FISCAL IMPACT:

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

RELATIONSHIP TO 2009 STRATEGIC GOALS:

- Goal #2 – *Protect and Enhance Quality of Life in the City of Commerce.*

Recommended by:



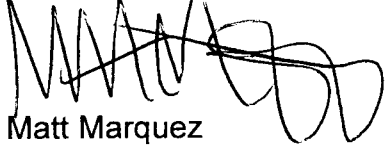
Bob Zarrilli
Director of Community Development

Respectfully submitted,



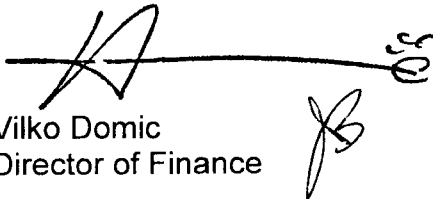
Jorge Rifa
City Administrator

Prepared by:



Matt Marquez
City Planner

Fiscal impact reviewed by:



Vilko Domic
Director of Finance

Approved as to Form



Eduardo Olivo
City Attorney

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COMMERCE, CALIFORNIA, AMENDING TITLE 19 ("ZONING") OF THE COMMERCE MUNICIPAL CODE, TABLE 19.11.030 (5. TRANSPORTATION-RELATED USES, NOTES AND EXCEPTIONS)

WHEREAS, the City Commerce Municipal Code contains existing standards which regulate development in the City; and

WHEREAS, the Commerce Municipal Code currently fails to provide the City with the ability to require a Conditional Use Permit for most warehouse projects; and

WHEREAS, the construction of large warehouse structures, or large expansions to existing structures, can cause a significant increase in truck traffic in the surrounding areas, including residential areas and in the proximity of exiting schools; and

WHEREAS, the requirement of a Conditional Use Permit for large warehouse structure projects will provide the City with more oversight and enable the City to be better able to identify, consider and assure the mitigation of adverse impacts that may be caused to the surrounding community; and

WHEREAS, on July 27, 2011 the Planning Commission held a public hearing for the purpose of considering an Ordinance to amend Title 19 ("Zoning") of the Commerce Municipal Code, Table 19.11.030 (5. Transportation-related uses, Notes and Exceptions); and

WHEREAS, the Planning Commission has recommended that the City Council adopt the Ordinance.

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

SECTION 1: Table 19.11.030 (5. Transportation-related uses, Notes and Exceptions) is hereby amended to read as follows:

Use	C/M-1	M-1	M-2	*Notes and Exceptions
5. Transportation-related uses	X	X	C	a. For SIC code 495, only one such facility is permitted in the city per 12,000 residents, as reported in the most recent U.S. Census.
5.1 SIC code 40 (Railroad Transportation)	P	P	P	b. Helipads require a conditional use permit in the C/M-1, M-1, and M-2 zones. Must be located a minimum of 500 feet from residential zones.
5.2 SIC codes 41, 43, 491, 494	X	X	P/C*	
5.2 SIC code 42 (Trucking and Warehousing)	X	X	X	c. For trucking and warehousing uses, the distancing requirement set forth in Section 19.11.030(C) shall be 1,000 feet, meaning that any such use proposed to be located within 1,000 feet of the nearest residential district shall require conditional use permit review. The following exceptions shall apply:
5.3 SIC code 45 (Air transportation, except helipads)	X	X	P/C	
5.5 SIC codes 492, 493, 496	X	X	C	
5.6 SIC codes 495*, 496				i. Any user proposing to occupy an existing warehouse facility containing less than

				35,000 square feet shall be exempt from the CUP requirement.
				ii. 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.
				iii. Where an active railroad right-of-way separates the project site from the nearest residential district and the director of community development determines that project truck traffic will not circulate through the residential district, no CUP shall be required. d. SIC code 4225 (General Warehousing and Storage), also known as mini-warehousing, self-storage or public storage warehousing, is permitted in the M-2 (Heavy Manufacturing) zone with a conditional use permit. e. A Conditional Use Permit shall be required for any new warehouse building or development and additions to existing warehouse buildings and developments, where the total square footage of all structures measures 100,000 square feet or greater.

SECTION 9: If any section, subsection, sentence, clause, phrase or portion of this Ordinance is for any reason held to be invalid or unconstitutional by any court of competent jurisdiction, such decision shall not affect the validity of the remainder of the Ordinance. The City Council hereby declares that it would have adopted this Ordinance, and each section, subsection, sentence, clause, phrase, or portion thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses, phrases, or portions may be declared invalid or unconstitutional.

Section 10: This Ordinance shall take effect on the thirty-first (31st) day after its adoption.

PASSED, APPROVED AND ADOPTED this ____ day of _____, 2011.

Joe Aguilar
Mayor

ATTEST:

Linda Kay Olivieri, MMC
City Clerk



AGENDA REPORT

DATE: 09/20/2011

TO: Honorable City Council and Community Development Commission

FROM: City Administrator/Executive Director

SUBJECT: REPORT ON LEGISLATIVE ITEMS

RECOMMENDATION:

Council/Commission discretion.

MOTION:

Council/Commission discretion.

BACKGROUND

From time to time, legislation is considered by the State Legislature that affects local government and redevelopment agencies.

ANALYSIS:

The Council and Commission will receive an update on, and be requested to take the appropriate action with respect to, legislative items of concern to the City and Commission.

Staff recommends the Council and Commission direct staff to work with organizations such as the League of California Cities in reviewing proposed legislation and legislative issues and making recommendations concerning the City's position to the Council and Commission. The positions adopted by the Council and Commission will direct the City's lobbying efforts during the 2011 Legislative Session.

FISCAL IMPACT:

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

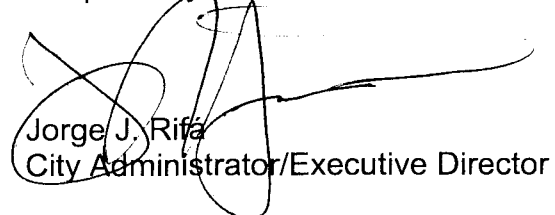
STRATEGIC GOALS:

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

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

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

Respectfully submitted,



Jorge J. Rifa
City Administrator/Executive Director

