City Council Agenda

Regular Meeting

Bell City Council

Wednesday, March 21, 2012

6:00 P.M. Closed Session
7:00 P.M. Regular Session

Bell Community Center
6250 Pine Avenue

Ali Saleh
Mayor

Danny Harber
Vice Mayor

Violeta Alvarez
Council Member

Ana Maria Quintana
Council Member

Nestor E. Valencia
Council Member

Welcome to the City Council Meeting

The Bell City Council and staff welcome you. This is your City Government. Individual participation is a basic part of American Democracy and all Bell residents are encouraged to attend meetings of the City Council. Regular City Council meetings are held the first and third Wednesday of the month at 7:00 p.m., Bell Council Chambers, 6330 Pine Avenue. For more information, you may call City Hall during regular business hours 8:00 a.m. to 4:00 p.m., Monday through Friday at (323) 588-6211 Extension 217.

City Council Organization

There are five City Council members, one of whom serves as Mayor and is the presiding officer of the City Council. These are your elected representatives who act as a Board of Directors for the City of Bell. City Council members are like you, concerned residents of the community who provide guidance in the operation of your City.

Addressing the City Council

If you wish to speak to the City Council on any item which is listed or not listed on the City Council Agenda, please complete a *Request to Speak Card* available in the back of the City Council Chambers. Please submit the completed card to the City Clerk prior to the meeting. The Mayor will call you to the microphone at the appropriate time if you have filled out a *Request to Speak Card*. At that time, please approach the podium, clearly state your name and address, and proceed to make your comments.

Compliance with Americans with Disabilities Act

The City of Bell, in complying with the Americans with Disabilities Act (ADA), request individuals who require special accommodation(s) to access, attend, and or participate in a City meeting due to disability. Please contact the City Clerk's Office, (323) 588-6211, Ext. 217, at least one business day prior to the scheduled meeting to insure that we may assist you.

Statement Regarding Compensation for Members of the Bell City Council

Compensation for the members of the Bell City Council is $673 a month. In accordance with Government Code Section 54952.3, Councilmembers will not receive any additional compensation or stipend for the convening of the following regular meetings: Successor Agency to the Bell Community Redevelopment Agency, the Bell Community Housing Authority, the Bell Public Finance Authority, the Bell Surplus Property Authority, the Bell Solid Waste Authority, and the Planning Commission.

Meeting of
Bell City Council /Successor Agency to Bell Community Redevelopment Agency/
Bell Community Housing Authority

March 21, 2012

6:00 P.M. Closed Session
7:00 P.M. Open Session

INDEX

Agenda Category		Item Number	Page Numbers
CLOSED SESSION		1(a-g)	N/A
CONSENT CALENDAR		2	1 - 15
		3	16-33
		4	34-40
		5	41-44
		6	45-56
		7	57-58
COUNCIL	BUSINESS	8	59-60
		9	61-69
		10	70-92
		11	93-98

Meeting of

Bell City Council/Bell Community Housing Authority/Successor Agency to the Bell Community Redevelopment Agency

March 21, 2012

6:00 P.M. Closed Session
7:00 P.M. Open Session

Bell Community Center
6250 Pine Avenue

Call to Order

Roll Call of the City Council in their capacities as Councilmembers/ Members of the Bell Community Housing Authority/ and, Successor Agency to the Bell Community Redevelopment Agency: Alvarez, Quintana, Valencia, Harber, and Saleh

Communications from the Public on Closed Session Items

This is the time for members of the public to address the City Council and related Authorities and Agencies only on items that are listed under Closed Session.

Closed Session

1. The City Council and the related Authorities and Agencies will recess to a closed session to confer with legal counsel regarding the following matters:

   a.) CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION (Subdivision (a) of Section 54956.9); Name of case: *Lisa Ramirez, et al, County of Los Angeles, City of Bell, et al*; U.S. District Court Case No. CV 00457-JHN (M__ X)

   b.) CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION (Subdivision (a) of Section 54956.9) Name of case: *James Corcoran v. City of Bell* Case No.: Los Angeles County Superior Court BC442280

   c.) CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION (Subdivision (a) of Section 54956.9); Name of case: *Mango v. City of Maywood*; USDC CV11-5641 G GW (FFMx)

   d.) CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION (Subdivision (a) of Section 54956.9); Name of case: *D&J Engineering v. Bell*; LASC VC059415.

   e.) CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION (Subdivision (a) of Section 54956.9); Name of case: *Richard Fisher Associates v. Bell*; LASC BC 466983.

f.) CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION (Subdivision (a) of Section 54956.9); Name of case: *Ramirez v. County of Los Angeles, et al.;* USDC 11-CV04057

g.) CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION Significant exposure to litigation (Government Code Section 54956.9(b)) (three (3) potential cases)

Reconvene Regular Meeting

Pledge of Allegiance

Proclamation Recognizing March as Multiple Sclerosis Association of America "MS Awareness" Month

City Attorney Report

The City Attorney will report out on any action(s) to be taken by the City Council/Agencies on Closed Session matters.

Presentation by interim Chief of Police on the Organization of the Bell Police Department

Communications from the Public on Agenda Items Only

This is the time for members of the public to address the City Council, Bell Community Housing Authority, and the Successor Agency to the Community Redevelopment Agency, on items that are listed on the open session agenda.

State law prohibits the Council and/or its related authorities and agencies from taking any action on a matter not on this Agenda. Any matter may be referred to the Interim Chief Administrative Officer to submit a report to the Council and/or its related authorities and agencies at the next meeting.

Persons wishing to address the Council and/or its related authorities and agencies during "Communications from the Public" must submit a request on the "blue form" provided by the City Clerk; these requests may be submitted at any time before the beginning of Communications from the Public; provided, however, the requests must be submitted prior to the beginning of the first speaker's remarks.

Consent Calendar

The following Consent Calendar items are expected to be routine and non-controversial. They are acted upon by the City Council and related authorities at one time without discussion. Pursuant to the Ralph M. Brown Act, public comments may be received on these items prior to the time action is taken.

Recommendation: Approve items No. 2 through No. 7.

2. Approval of Minutes of the Regular Meeting of the City Council on March 7, 2012, and Minutes of the Special Meetings of the City Council on March 12, and March 14, 2012 ***(Council/Successor Agency to the Bell Community Redevelopment Agency/Bell Community Housing Authority)***

3. Approval of General Warrants and Community Housing Authority and Successor Agency to the Community Redevelopment Agency Warrants dated March 21, 2012. ***(Council/Community Housing Authority)***

4. **Award of a Construction Contract to E.C. Construction, Inc. for the Florence Avenue Street Rehabilitation Project (Walker Street to I-710 Freeway), Federal Aid Project No. STPL-5272 (011)** ***(Council)***

   Recommendation: That the City Council; (1) award a construction contract to EC Construction Inc in the amount of $229,409 for the Florence Avenue Street Rehabilitation Project for Federal Aid Project No. STPL-5272 (011) to E.C. Construction, Inc; (2) authorize the Interim City Manager to execute a construction contract following approval as to form by the City Attorney; and (3) authorize the City Engineer to approve the expenditure of a construction contingency, if necessary, not to exceed 10% of the contract amount or $22,941 for change orders and other unforeseen construction work that may be required to complete the project.

5. Authorization for New Local Agency Investment Fund (LAIF) Account

   Recommendation:

   Adopt a Resolution authorizing a new account for the Successor to the Community Redevelopment Agency of the City of Bell at the Local Agency Investment Fund (LAIF).

   Resolution No. 2012-31 - A Resolution of the City Council of the City of Bell, California, approving a new, Local Agency Investment Fund Account in the California State Treasury for Investing Funds Associated with the City's Role as Successor Agency to the Former Community Redevelopment Agency of the City of Bell.

6. Approval of a Resolution Accepting the Street Rehabilitation at Various Locations Project as Complete and File Notice of Completion.

   Recommendation:

   (a) Accept the street rehabilitation at Various Locations Project (Randolph Street – from Otis to Atlantic; Woodward Avenue – from Gage Avenue to Randolph; Otis Avenue – from Otis to Corona; Weik Avenue – from Otis to Corona Improvements) as Complete; and,

(b) Adopt Resolution No. 2012-33
(c) Authorize Staff to File the Notice of Completion with the Los Angeles County Recorder

Resolution No. 2012- 33 – A Resolution of the City Council of the City of Bell, California, Approving Street Rehabilitation at Various Locations Project Improvements as Complete, and Authorizing Staff to Prepare and File the Notice of Completion with the Los Angeles County Recorder.

7. Allocation of FY 2011-12 Beverage Container Recycling Grant Funds

Recommendation:

Approve an appropriation adjustment recognizing and allocating grant funds of $9,842 from the State of California Department of Resources Recycling and Recovery to the Beverage Container Recycling Grant Project.

Council Business

The following items have no legal publication requirements. Pursuant to the Ralph M. Brown Act, public comments may be received on these items prior to the time action is taken by the City Council or related Agencies.

8. Negotiations with the City of Cudahy for the City of Bell to provide police services for the City of Cudahy.

Recommendation:

Authorize the Chief Administrative Officer to work with a City Council Committee and enter into negotiations with the City of Cudahy whereby the City of Bell would provide police services for the City of Cudahy.

9. Consideration of the current Municipal Codes on Yard Sales Permits

Recommendation:

Direct staff to administer the current Codes on yard sale permits and to charge a $10 fee for each yard sale permit consistent with the fee schedule.

10. Agreement with UPRR and LAUSD to install automatic at-grade crossing improvements on Pine Street

Recommendation:

That the City Council authorize the City Manager to sign the agreement with UPRR and LAUSD to install automatic at-grade crossing improvements on Pine Street

11. Check and Wire Transfer Signing Authority

Recommendation:

Adopt a Resolution setting forth certain check and wire transfer authority

Resolution No. 2012-32 – A Resolution of the City Council of the City of Bell, California, setting forth check signing and wire and Intra-Bank Transfer Authority.

Communications from the Public on Non-Agenda Matters

This is the time members of the public may address the City Council, Bell Community Housing Authority, and the Successor Agency to the Bell Community Redevelopment Agency, on non-agenda items that are under the subject matter jurisdiction of City Council and/or its related authorities and agencies.

State law prohibits the Council and/or its related authorities and agencies from taking any action on a matter not on this Agenda. Any matter may be referred to the Interim Chief Administrative Officer to submit a report to the Council at the next meeting.

Each person who addresses the Council must do so in an orderly manner and must not make personal, impertinent, slanderous or profane remarks to any member of the council, staff or general public. Any person who makes such remarks, or utters loud, threatening, personal or abusive language or who engages in any other disorderly conduct that disrupts, disturbs or otherwise impedes the orderly conduct of the Council meeting will, at the discretion of the presiding officer or a majority of the Council, be barred from further audience before the Council during that meeting.

Mayor and City Council Communications

Pursuant to Assembly Bill 1234, this is the time and place to provide a brief report on Meetings, Seminars and Conferences attended by Mayor and City Councilmembers.

Adjournment

Next Regular Meeting, Wednesday, April 4, 2012.

I, Patricia Healy, CMC, Interim City Clerk of the City of Bell, certify that a true, accurate copy of the foregoing agenda was posted on March 16, 2012, seventy-two hours prior to the meeting as required by law.

Patricia Healy, CMC
Interim City Clerk

MINUTES

Bell City Council/Bell Community Housing Authority/Successor Agency to the Bell Community Redevelopment Agency

March 7, 2012

Bell Community Center
6250 Pine Avenue

Called to order by Mayor Saleh at 6:10 P.M.

Roll Call of the City Council in their capacities as Councilmembers/ Members of the Bell Community Housing Authority/ and, Successor Agency to the Bell Community Redevelopment Agency:

Present: Councilmember Alvarez, Councilmember Quintana, Vice Mayor Harber, and Mayor Saleh (4)

Absent: Councilmember Valencia (1)

Also Present: Interim Chief Administrative Officer Croce, City Attorney Aleshire, and Interim City Clerk Healy

Communications from the Public on Closed Session Items

None

Closed Session

1. The City Council and the related Authorities and Agencies recessed to a closed session to confer with legal counsel regarding the following matters:

   a.) CONFERENCE WITH LABOR NEGOTIATOR pursuant to Government Code Section 54956.6. (Bell Police Officers Association MOU Negotiations)

   b.) CONFERENCE WITH LEGAL COUNSEL--EXISTING LITIGATION (Subdivision (a) of Section 54956.9); Name of case: *Lisa Ramirez, et al, County of Los Angeles, City of Bell, et al*; U.S. District Court Case No. CV 00457-JHN (M__ X)

   c.) CONFERENCE WITH LEGAL COUNSEL—EXISTING LITIGATION (Subdivision (a) of Section 54956.9) Name of case: *James Corcoran v. City of Bell* Case No.: Los Angeles County Superior Court BC442280

   d.) CONFERENCE WITH LEGAL COUNSEL- EXISTING LITIGATION (Subdivision (a) of Section 54956.9) Name of Case: *Dexia Credit Local v. City of Bell, Bell Public Financing Authority*

e.) CONFERENCE WITH LEGAL COUNSEL--EXISTING LITIGATION (Subdivision (a) of Section 54956.9); Name of case: *Richard Fisher Associates v. Bell*; LASC BC 466983.

f.) CONFERENCE WITH LEGAL COUNSEL--EXISTING LITIGATION (Subdivision (a) of Section 54956.9); Name of case: *Bell v. Best Best & Krieger*; LASC BC466436

g.) CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION Significant exposure to litigation (Government Code Section 54956.9(b)) (three (3) potential cases)

Councilmember Valencia arrived during the Closed Session at 6:20 P.M; however, he recused himself and left the dais during discussion of Item 1 (c) only.

Reconvene Regular Meeting

Mayor Saleh announced the following list of upcoming events in the City: Job Recruitment Fair (March 9, 2012); Recycling of Used Oil Items at O'Reilly Auto Parts (March 11, 2012); Spring Festival at Veteran's Park (April 7, 2012); Earth Day at the Bell City Yard (April 21, 2012)

Pledge of Allegiance was led by Brooke Candelario

City Attorney Report

The City Attorney reported that all items on the Closed Session agenda were discussed except Item 1 (a) and that there was no action taken on the items discussed.

Presentation by interim City Manager on the Organization of the City of Bell

Interim Chief Administrative Office Croce gave a brief presentation on the City of Bell organization and Council/Manager plan which combines democratically elected accountability with professional management.

Communications from the Public on Agenda Items Only

Alfred Areyan spoke on items 7, 10, 11, and 12 and supported looking at additional options for refuse collection; Ismael Morales urged the Council to select the most reasonable solid waste provider for the residents; Maricela Herrera suggested that there should be a greater focus on youth programs such as baseball.

Consent Calendar

- Mayor Saleh pulled item #5 at the request of the City Attorney for clarification
- Councilmember Valencia pulled items 2, 4, and 6 for separate discussion

2. Approval of Minutes of the Regular Meeting of the City Council on February 15, 2012, and Minutes of the Special Meeting of the City Council on February 22, 2012

(Council/Successor Agency to the Bell Community Redevelopment Agency/Bell Community Housing Authority/Bell Surplus Property Authority)

3. Approval of General Warrants and Community Housing Authority Warrants dated March 7, 2012. ***(Council/Community Housing Authority)***

4. Agreement with Arbitros Unidos de Los Angeles for the provision of referees for the City of Bell youth soccer program. ***(Council)***

5. Memorandum of Agreement for the Los Angeles Regional Integrated Law and Justice Project (COPLINK) ***(Council)***

6. Florence Village After-hours Caretaker Agreement with Martha Fonseca

Motion by Councilmember Alvarez, seconded by Councilmember Valencia to approve Consent Calendar Item No. 3 was adopted by the following vote:

Ayes:	***Councilmembers Alvarez, Quintana, Valencia, Vice Mayor Harber, and Mayor Saleh (5)***
Noes:	***None (0)***
Abstained:	***None (0)***
Absent:	***None (0)***

MOTION UNANIMOUSLY ADOPTED

Motion by Councilmember Valencia, seconded by Councilmember Alvarez to approve Consent Calendar Item No. 2, as corrected to reflect that Councilmember Valencia recused himself from consideration of Closed session Item No. 1 (c), was adopted by the following vote:

Ayes:	***Councilmembers Alvarez, Quintana, Valencia, Vice Mayor Harber, and Mayor Saleh (5)***
Noes:	***None (0)***
Abstained:	***None (0)***
Absent:	***None (0)***

MOTION UNANIMOUSLY ADOPTED

Councilmembers asked staff questions related to the provision of referees for the youth soccer program (Item 4)

Motion by Councilmember Quintana, seconded by Councilmember Valencia to approve an agreement with Arbitros Unidos de Los Angeles for the provision of referees for the youth program in an amount not to exceed $25,000, was adopted by the following vote:

Ayes:	***Councilmembers Alvarez, Quintana, Valencia, Vice Mayor Harber, and Mayor Saleh (5)***
Noes:	***None (0)***
Abstained:	***None (0)***
Absent:	***None (0)***

MOTION UNANIMOUSLY ADOPTED

City Attorney Aleshire noted that the language in the section on System Maintenance in the Memorandum of Agreement for the Los Angeles Regional Integrated Law and Justice Project (Item 5) needs to be clarified to reflect that future costs would come back to the City Council for approval. Councilmembers raised concerns about protection for the City. Councilmember Quintana asked why the section on indemnification was taken out of the final proposed agreement. City Attorney Aleshire noted that he could include a cover letter expressing our concerns about the deletion of the indemnification section and if other cities wanted it restored in the agreement, the City of Bell also wants this provision to protect the City. Mr. Aleshire also noted the agreement did not expressly provide for the City Council to approve any cost to the city that could come out of the contract. He will include this provision in his transmittal letter.

Motion by Councilmember Valencia, seconded by Vice-Mayor Harber to approve a Memorandum of Agreement with the Los Angeles Regional Integrated Law and Justice Project (COPLINK) (Item 5) with the clarifications listed above, was adopted by the following vote:

Ayes:	***Councilmembers Alvarez, Quintana, Valencia, Vice Mayor Harber, and Mayor Saleh (5)***
Noes:	***None (0)***
Abstained:	***None (0)***
Absent:	***None (0)***

MOTION UNANIMOUSLY ADOPTED

Motion by Vice-Mayor Harber, seconded by Councilmember Alvarez to approve the Florence Village After-hours Caretaker Agreement with Martha Fonseca (Item 6) was adopted by the following vote:

Ayes:	***Councilmembers Alvarez, Quintana, Valencia, Vice Mayor Harber, and Mayor Saleh (5)***
Noes:	***None (0)***
Abstained:	***None (0)***
Absent:	***None (0)***

MOTION UNANIMOUSLY ADOPTED

Council/Community Housing Authority

7. Solid Waste and Recycling Request for Proposals and Franchise Agreement ***(Council)***

Mr. Bill Smith, Solid Waste Consultant, gave a presentation on the components of the proposed Request for Proposals (RFP) and franchise agreement and noted that the documents presented delineate a comprehensive solid waste hauling and recycling system. He further assured the Council that staff expects a seamless transition to occur on July 1, 2012, when the new agreement becomes effective. Residents and businesses should see improved service and lower rates. Mr. Smith also recommended that the Council approve an amendment to the current franchise agreement with Consolidated Disposal for a short term extension in the event the July 1, 2012 scheduled startup date of the new franchise cannot be met.

Council discussion ensued. The Council debated the issue of the purchase of the carts. Staff recommended that the City purchase the initial distribution of carts at a cost of $1.2 million. Councilmember Valencia recommended that the City not purchase carts at this time and include a provision in the RFP that prospective bidders provide a breakdown of costs including the cost of the vendor providing the carts; he also expressed concern about the length of the contract. Council debate continued.

Motion by Councilmember Valencia to approve the Request for Proposals (RFP), postpone the City purchase of carts, and require vendors to include the cost of providing carts in the proposals and also provide a complete breakdown of all costs associated with the bids, failed due to lack of a second.

Council discussion continued. Councilmember Quintana supported the City purchasing the carts now and noted that doing so was in tune with community's desire to not have the charges for refuse collection service included on the property tax as separate assessments, and that doing so would guarantee that the RFP process would be a fair and equal process for all bidders. She agreed that bidders should include a cost breakdown in their bid.

Motion by Councilmember Quintana, seconded by Vice Mayor Harber to approve:

(a) the Request for Proposals (RFP) and included Franchise Agreement and authorize immediate publication.

(b) an amendment to the current franchise agreement with Consolidated Disposal for a short term extension in the event the July 1, 2012 scheduled startup date of the new franchise cannot be met

(c) Require that vendors include a breakdown of all associated costs in the proposals to the City,

was adopted by the following vote:

Ayes:	***Councilmembers Alvarez, Quintana, Vice Mayor Harber, Mayor Saleh (4)***
Noes:	***Councilmember Valencia (1)***
Abstained:	***None (0)***
Absent:	***None (0)***

MOTION ADOPTED

8. Purchase and installation of LED lighting at various locations throughout the City ***(Council)***

City Engineer Terry Rodrigue provided Council with a brief explanation of this item. Council discussion ensued.

Motion by Councilmember Alvarez, seconded by Councilmember Quintana to:

(a.) Approve an appropriations adjustment allocating $148,800 from the Energy Efficiency and Conservation Block Grant

(b.) Authorize payment to Republic ITS for purchase and installation of LED lighting in various locations throughout the City,

was adopted by the following vote:

Ayes: ***Councilmembers Alvarez, Quintana, Valencia, Vice Mayor Harber, and Mayor Saleh (5)***
Noes: ***None (0)***
Abstained: ***None (0)***
Absent: ***None (0)***

MOTION UNANIMOUSLY ADOPTED

The City Council recessed the meeting at 9:35 P.M. and reconvened at 10:05 P.M.

9. Bell Community Housing Authority Policies and Guidelines ***(Bell Community Housing Authority)***

Debra Kurita, Director of Community Services gave a brief explanation of the proposed Community Housing Authority Policies and Guidelines for rent payments and, if necessary, eviction. The policies also include guidelines and procedures for the removal of Surplus property. Following this presentation, Council discussion ensued. Councilmembers asked questions relative to a provision in which City employees could purchase mobile homes, recreation vehicles or trailers if offered at public auction. The policy would prohibit employees from purchasing any mobile home sold by means other than a public auction

RESOLUTION NO. 2012-29 - A Resolution of the Bell Community Housing Authority Approving the Policies and Guidelines for Enforcement of Rent Payment and/or Eviction

Motion by Councilmember Alvarez, seconded by Vice-Mayor Harber, to adopt Resolution No. 2012-29, failed of adoption by the following vote:

Ayes: ***Councilmember Alvarez, Vice Mayor Harber (2)***
Noes: ***Councilmembers Quintana and Valencia, and Mayor Saleh (3)***
Abstained: ***None (0)***
Absent: ***None (0)***

MOTION FAILED

Motion by Councilmember Quintana, seconded by Vice-Mayor Harber to adopt Resolution No. 2012-29, and amend the policies to exclude employees from purchasing mobile homes under any circumstances, including auctions, was adopted by the following vote:

Ayes: ***Councilmembers Quintana, Valencia, Vice Mayor Harber, Mayor Saleh (4)***
Noes: ***Alvarez (1)***
Abstained: ***None (0)***
Absent: ***None (0)***

MOTION ADOPTED

10. Review of New City of Bell Logo ***(Council)***

Recommendation: That the City Council:

(a.) Direct staff to add color options to the proposed four concepts; and
(b.) Display the colorized versions on the City of Bell website to solicit public opinion via Survey Monkey, an online survey method, for a one-week period prior to the upcoming March 21, 2012 Council Meeting, at which time the Council would select a new logo design.

Item No. 10 was continued by unanimous consent to the Special City Council Meeting of March 14, 2012

11. Addendum No. 2 to City of Bell and Oldtimers Foundation Agreement for Paratransit Services for Bell Residents ***(Council)***

Recommendation: Approve the attached Addendum No. 2 to the City of Bell and Oldtimers Foundations' Agreement that authorizes the provision of Paratransit Services for the period beginning on July 1, 2010 through to such time the City completes the bid process for continuation of services and the chosen provider begins service.

Item No, 11 was continued by unanimous consent to the Special City Council Meeting of March 14, 2012

12. Consideration of actions relating to appointments to the Oversight Board to the Successor Agency to the former Bell Community Redevelopment Agency ***(Successor Agency)***

Motion by Councilmember Quintana, seconded by Councilmember Valencia that the City Council acting as Successor Agency:

(a.) Provide nominations for the Mayor to appoint as members to the Oversight Board representing the City
(b.) Authorize the Mayor to provide the nominations to the Los Angeles County Board of Supervisors office for appointments to the Oversight Board
(c.) Direct staff to reach out to Supervisor Molina and other Oversight Board members to begin a dialog concerning the dissolution process of the former Bell Community Redevelopment Agency
(d.) Direct staff to set a date and time for the first Oversight Board meeting

Was adopted by the following vote:

Ayes: ***Councilmembers Alvarez, Quintana, Valencia, Vice Mayor Harber, and Mayor Saleh (5)***
Noes: ***None (0)***
Abstained: ***None (0)***
Absent: ***None (0)***

MOTION UNANIMOUSLY ADOPTED

13. Consideration of establishing a Local Advisory Committee for the I-710 Freeway Corridor Project ***(Council)***

Recommendation: The City Council approve the following items:

(a) Establish a 5-member Local Advisory Committee.
(b) Appoint five community members where two members are from the Bell business community and 3 members are Bell residents.
(c) Direct staff to proceed with advertising the call for committee members in local newspaper, the city's website, Chamber of Commerce, and direct mailings to the interest list.
(d) Establish a deadline for application on March 23, 2012.
(e) Request the Gateway Cities Council of Government to supply staff support for the Bell Local Advisory Committee.

Item No. 13 was continued by unanimous consent to the Special City Council Meeting of March 14, 2012

14. Consideration of a resolution supporting the maintenance of adult education by the Los Angeles Unified School District (LAUSD) ***(Council)***

RESOLUTION NO. 2012-30 – a Resolution of the City Council of the City of Bell, California Urging the Los Angeles Unified School District to Reconfirm its Commitment to Adult and Career Education, and to Commit to Preserve Funding for the Division of Adult and Career Education at the 2011-2012 Funding Level.

Councilmember Quintana gave a brief explanation of this item and noted that it was particularly important for the Board of the Los Angeles Unified School District (LAUSD) to reconfirm its commitment to Adult and Career Education at this time. The construction for the Adult and Career Education Center in the City of Bell is underway and is estimated to be completed by the end of May, 2012. Plans for this center will be jeopardized if the LAUSD eliminates all funding for Adult and Career Education. Council discussion ensued.

Motion by Councilmember Valencia, seconded by Councilmember Alvarez to adopt Resolution No. 2012-30 was adopted by the following vote:

Ayes: ***Councilmembers Alvarez, Quintana, Valencia, Vice Mayor Harber, and Mayor Saleh (5)***
Noes: ***None (0)***
Abstained: ***None (0)***
Absent: ***None (0)***

MOTION UNANIMOUSLY ADOPTED

Communications from the Public on Non-Agenda Matters

Alfred Areyan asked for the Council's help in monitoring billings for water usage in the City by Golden State Water; Fernando Cheverria raised concerns about the ongoing Police Negotiations; Alma Rico expressed concern about the placement of crossing guards at some intersections; and Mario Rivas raised several general concerns about city operations.

Mayor and City Council Communications

Councilmember Quintana

- Noted that she joined Mayor Saleh and Councilmember Valencia at the Read Across America event at Orchard Academies on March 2nd
- Asked staff to investigate activities at the bar across from the school, because several students said they were afraid to walk past the bar

Councilmember Valencia

- Attended a Legislative briefing sponsored by the Los Angeles Division of the California League of Cities at the Metropolitan Water District on March 1, 2012.

Adjournment – 11:17 P.M.

Next Regular Meeting, Wednesday, March 21, 2012.

I, Patricia Healy, CMC, Interim City Clerk of the City of Bell, certify that the foregoing minutes were approved by the City Council of the City of Bell at a regular meeting held on the 21st of March, 2012.

_____

Patricia Healy, CMC
Interim City Clerk

MINUTES

Bell City Council
Special Meeting

March 12, 2012

Bell Community Center
6250 Pine Avenue

Called to Order by Mayor Saleh at 6:36 P.M.

Pledge of Allegiance to the Flag.

Roll Call of the City Council in their capacities as Councilmembers:

Present: Councilmember Alvarez, Councilmember Quintana, Councilmember Valencia, Vice Mayor Harber, and Mayor Saleh (5)

Absent: None (0)

Communications from the Public on Agenda Items

None

Closed session

1. PUBLIC EMPLOYEE PERFORMANCE EVALUATION pursuant to Government Code Section 54957:

   Title: Interim Chief Administrative Officer

Closed Session Report

None

Adjournment – 8:38 P.M.

Next Regular Meeting, Wednesday, March 21, 2012.

I, Patricia Healy, CMC, Interim City Clerk of the City of Bell, certify the foregoing minutes were approved by the City Council of the City of Bell at a regular meeting held on the 21st of March, 2012.

_____

Patricia Healy, CMC
Interim City Clerk

MINUTES

Bell City Council
Special Meeting

March 12, 2012

Bell Community Center
6250 Pine Avenue

Called to Order by Mayor Saleh at 6:36 P.M.

Pledge of Allegiance to the Flag.

Roll Call of the City Council in their capacities as Councilmembers:

Present: Councilmember Alvarez, Councilmember Quintana, Councilmember Valencia, Vice Mayor Harber, and Mayor Saleh (5)

Absent: None (0)

Communications from the Public on Agenda Items

None

Closed session

1. PUBLIC EMPLOYEE PERFORMANCE EVALUATION pursuant to Government Code Section 54957:

   Title: Interim Chief Administrative Officer

Closed Session Report

None

Adjournment – 8:38 P.M.

Next Regular Meeting, Wednesday, March 21, 2012.

I, Patricia Healy, CMC, Interim City Clerk of the City of Bell, certify the foregoing minutes were approved by the City Council of the City of Bell at a regular meeting held on the 21st of March, 2012.

_____
Patricia Healy, CMC
Interim City Clerk

11

MINUTES
Special Meeting of
Bell City Council

March 14, 2012

Bell Community Center
6250 Pine Avenue

Called to order by Mayor Saleh at 6:11 P.M.

Roll Call of the City Council in their capacities as Councilmembers:

Present: Councilmember Quintana, Councilmember Valencia, Vice Mayor Harber, and Mayor Saleh (4)

Absent: Councilmember Alvarez (1)

Also Present: Interim Chief Administrative Officer Croce, City Attorney Aleshire, and Interim City Clerk Healy

Communications from the Public on Closed Session Item

None

Closed session – Convened at 6:24 P.M.

1. The City Council recessed to a closed session to confer with legal counsel regarding the following matter:

   (a) CONFERENCE WITH LABOR NEGOTIATOR pursuant to Government Code Section 54956.6. (Bell Police Officers Association MOU Negotiations)

Councilmember Alvarez arrived during the Closed Session at 6:33 P.M.

Reconvene Special Meeting at 7:10 P.M. – with all members present

City Attorney Report

The City Attorney reported that instructions were given to the Labor Negotiator; there were no action(s) to be reported on this matter.

Pledge of Allegiance to the Flag was led by Joe Carmona

Communications from the Public on Agenda Items Only

Ismael Morales addressed the item on Budget policies and asked if any other logos were considered under Item 4; Alfred Areyan recommended keeping the current logo (Item 4); Sandy Orozco announced to the Council and residents that March was Multiple Sclerosis Association of America "MS Awareness" month; Jose Moreno expressed concern that Council be frugal

when considering contract negotiations; Norma Saenz noted that it was premature to look at a new logo for the city.

Special Meeting Agenda

2. Budget Policies - **continued from the Special Meeting of February 22, 2012**

Bill Statler, Budget Advisor, provided the Council with proposed Budget and Fiscal Policies in guiding preparation of the Preliminary Budget. It is anticipated that final adoption of the policies will be in June 2012 in conjunction with approval of the 2012-13 Budget. In his presentation he focused on six budget and fiscal policies: budget purpose and organization, revenue management, user fee cost recovery, minimum fund balance and reserves, financial reporting and budget administration, and, contracting for services. Following his presentation, Council discussion ensued and the Council conceptually approved the proposed budget policies in guiding preparation of the preliminary budget.

3. Consideration of establishing a Local Advisory Committee for the I-710 Freeway Corridor Project - **continued from the Regular Meeting of March 7, 2012**

Nancy Fong, Interim Community Development Director, provided the Council with background history on the status of the I-710 Corridor project and explained the value in forming a new Local Advisory Committee to monitor the status of the freeway project, review the project design and to provide feedback to Councilmember Quintana, the designated Bell representative, and subsequently, to Metro on local preferences and concerns. Following Ms. Fong's presentation, Council discussion ensued. Bell residents and the business community were encouraged to apply to be appointed to the 5-member Local Advisory Committee.

Motion by Councilmember Quintana, seconded by Vice-Mayor Harber, to:

(a) Establish a 5-member Local Advisory Committee.

(b) Appoint five community members where two members are from the Bell business community and 3 members are Bell residents.

(c) Direct staff to proceed with advertising the call for committee members in local newspaper, the city's website, Chamber of Commerce, and direct mailings to the interest list.

(d) Establish a deadline for application on April 2, 2012.

(e) Request the Gateway Cities Council of Government to supply staff support for the Bell Local Advisory Committee was adopted by the following vote:

Ayes: ***Councilmembers Alvarez, Quintana, Valencia, Vice-Mayor Harber, Mayor Saleh (5)***
Noes: ***None (0)***
Abstained: ***None (0)***
Absent: ***None (0)***

MOTION UNANIMOUSLY ADOPTED

4. Review of New City of Bell Logo - **continued from the Regular Meeting of March 7, 2012**

Magdalena Prado, Senior Management Analyst, presented background information on the efforts taken to identify a new logo design concept. She noted that Mayor Saleh,

Councilmember Valencia and staff met with the City's website administrators to provide background from which to base their initial design concepts. Three designs were presented to the City Council for their review and input. Following the presentation, Council discussion ensued and the Council debated whether a new logo was desirable at this time.

Motion by Councilmember Alvarez, seconded by Councilmember Valencia to:

(a) ***Direct staff to add color options to the proposed four concepts; and***

(b) ***Display the colorized versions on the City of Bell website to solicit public opinion via Survey Monkey, an online survey method, for a one-week period prior to a future Council Meeting, at which time the Council would select a new logo design was adopted by the following vote:***

Ayes:	***Councilmembers Alvarez, Valencia, Mayor Saleh (3)***
Noes:	***Councilmember Quintana, Vice-Mayor Harber (2)***
Abstained:	***None (0)***
Absent:	***None (0)***

MOTION ADOPTED

5. Addendum No. 2 to City of Bell and Oldtimers Foundation Agreement for Paratransit Services for Bell Residents - ***Continued* from the Regular Meeting of March 7, 2012**

Pamela Easter, Co-interim Finance Director, provided the Council with background information of the status of the Oldtimers Foundation agreement for Paratransit service for Bell residents executed in 1996. She noted that the Los Angeles County Metropolitan Transportation Authority (MTA) audits the City's expenditure of Proposition A and C as well as Measure R funds, and that MTA requires a Council approved agreement between the City and the Provider for the expenditure of funds to be allowed. For the period beginning July 1, 2010, such a Council approved agreement was not in place for Oldtimers Foundation. The addendum would provide the official Council action required for the period from July 1, 2010 through such time in 2012 a new Paratransit services contract is awarded. Council discussion ensued

Motion by Vice-Mayor Harber, seconded by Councilmember Quintana, to approve Addendum No. 2 to the City of Bell and Oldtimers Foundations' Agreement that authorizes the provision of Paratransit Services for the period beginning on July 1, 2010 through to such time the City completes the bid process for continuation of services and the chosen provider, was adopted by the following vote:

Ayes:	***Councilmembers Alvarez and Quintana, Vice-Mayor Harber (3)***
Noes:	***Mayor Saleh (1)***
Abstained:	***Valencia (1))***
Absent:	***None (0)***

MOTION ADOPTED

6. Proposed Council Policies/Procedures

Interim Chief Administrative Officer Arne Croce reviewed the proposed draft City Council and Expense Reimbursement policies and procedures. Following his presentation, Council discussion ensued and Councilmembers provided comments and direction to staff on the draft

Council and expense reimbursement policies and procedures for further consideration by the Council at a future Council meeting.

Adjournment – 9:15 P.M.

Next Regular Meeting, Wednesday, March 21, 2012.

I, Patricia Healy, CMC, Interim City Clerk of the City of Bell, certify the foregoing minutes were approved by the City Council of the City of Bell at a regular meeting held on the 21st of March, 2012.

_____

Patricia Healy, CMC
Interim City Clerk

General

Warrants
for

March 21, 2012

CHECK NO	DATE	BATCH	VENDOR/DESCRIPTION	AMOUNT
49361	03/05/12	120306	WELLS FARGO REMITTANCE CENTER LODGING-CITY COUNCIL/ICAO	1,554.97
49362	03/09/12	120306	MMASC SEMINAR FEE-3/9/12 FOR A TOTAL OF 7 STAFF MEMBERS	100.00
49363	03/09/12	120306	HOME DEPOT CREDIT SERVICES HARDWARE SUPPLIES-HW B. HERNANDEZ-4874 GAGE AVE #163 HARDWARE SUPPLIES-HW B. HERNANDEZ-4874 GAGE AVE #163 HARDWARE SUPPLIES-VETS PK HARDWARE SUPPLIES-PARKS HARDWARE SUPPLIES-C. CTR HARDWARE SUPPLIES-HW R. BRUNDAGE-5246 FLORENCE #118 HARDWARE SUPPLIES-PW/C. H. HARDWARE SUPPLIES-HW B. HERNANDEZ-4874 GAGE AVE #163 CREDIT-HARDWARE SUPPLIES-HW B. HERNANDEZ-4874 GAGE AVE #163 HARDWARE SUPPLIES-PW/LIBRARY	619.39
49364	03/09/12	120306	SCPMA-HR REGISTRATION FEE-3/22/12 R. V.	149.00
49365	03/09/12	120306	WELLS FARGO BANK W. C. ACCT REPLENISH CK#6350-61	3,481.54
49366	03/09/12	120306	VOID VOID-TEST PRINT	0.00
49367	03/09/12	120306	VOID VOID-TEST PRINT	0.00
49368	03/09/12	120306	AT&T MOBILITY TELEPHONE BILLING-1/21-2/20/12 BELL P. D. TELEPHONE BILLING-1/24-2/23/12 BELL P. D.	1,147.81
49369	03/09/12	120306	AT&T TELEPHONE BILLING-1/27-2/26/12 BELL P. D.	281.65
49370	03/09/12	120306	CALIFORNIA WATER SERVICE WATER BILLING-2/1-29/12 BNDNI-AMLAERHT AVE WATER BILLING-2/1-29/12 RICKBKE & EASTERN	240.73
49371	03/09/12	120306	THE GAS COMPANY GAS BILLING-1/11-2/14/12	492.41

CHECK NO	DATE	BATCH	VENDOR/DESCRIPTION	AMOUNT
			MULTIPLE ADDRESSES	
49372	03/09/12	120306	GOLDEN STATE WATER COMPANY WATER BILLING-1/24-2/22/12 7006 WALKER WATER BILLING-1/26-2/27/12 6707 FP BEAR AVE WATER BILLING-1/26-2/27/12 FLORENCE & WALKER WATER BILLING-1/26-2/27/12 6330 PINE AVE WATER BILLING-1/26-2/27/12 FLORENCE AVE & CHANSLOR WATER BILLING-1/26-2/27/12 6702 FP ORCHARD WATER BILLING-1/26-2/27/12 4460 GAGE AVE WATER BILLING-1/26-2/27/12 6330 PINE AVE WATER BILLING-1/26-2/27/12 3782 GAGE AVE WATER BILLING-1/26-2/27/12 6250 PINE AVE WATER BILLING-1/26-2/27/12 ATLANTIC & GAGE WATER BILLING-1/26-2/27/12 5234 GAGE AVE WATER BILLING-1/26-2/27/12 6707 IRR BEAR AVE WATER BILLING-1/26-2/27/12 6500 FP WILCOX AVE WATER BILLING-1/26-2/27/12 6707 BEAR AVE	2,709.08
49373	03/09/12	120306	GOLDEN STATE WATER COMPANY WATER BILLING-1/26-2/27/12 5320 GAGE AVE WATER BILLING-1/26-2/27/12 ATLANTIC & BECK WATER BILLING-1/26-2/27/12 6420 WILCOX AVE WATER BILLING-1/26-2/27/12 6526 WILCOX AVE WATER BILLING-1/26-2/27/12 6301 CLARKSON WATER BILLING-1/26-2/27/12 4377 GAGE AVE WATER BILLING-1/26-2/27/12 4200 GAGE AVE WATER BILLING-1/26-2/27/12 RIVER DR/SOUTHALL LN WATER BILLING-1/26-2/27/12 4403 GAGE AVE	3,440.94
49374	03/09/12	120306	MAYWOOD MUTUAL WATER CO	552.20

CHECK NO	DATE	BATCH	VENDOR/DESCRIPTION	AMOUNT
			WATER BILLING-12/17-2/16/12 GAGE/CASITAS LANDSCAPE WATER BILLING-12/17-2/16/12 5200 RANDOLPH STREET WATER BILLING-12/16-2/15/12 4501,05,09 E GAGE AVE WATER BILLING-12/17-2/16/12 WILCOX/GAGE PARKWAY WATER BILLING-12/16-2/15/12 SO OF 6240 ATLANTIC	
49375	03/09/12	120306	NEXTEL COMMUNICATIONS CELLULAR BILLING-1/2-2/1/12 BCHA/BELL P.D.	252.58
49376	03/09/12	120306	KARINA SALAS-PETTY CASH REIMB PETTY CASH REIMB-C.CTR	20.62
49377	03/09/12	120306	SOUTHERN CALIFORNIA EDISON ELECTRICAL BILLING-12/22-2/17 VARIOUS STREET LIGHT ACCOUNTS ELECTRICAL BILLING-1/24-2/23 5007 FLORENCE PED	6,105.78
49378	03/09/12	120306	TELEPACIFIC COMMUNICATIONS TELEPHONE BILLING-2/23-3/22/12 BELL P.D.	3,848.98
49379	03/09/12	120306	U.S. POSTAL SERVICE POSTAGE METER REFILL	2,000.00
49380	03/14/12	120306	CITY OF BELL PAYROLL FUND PAYROLL DEPOSIT-PAY OF 3/16/12	228,639.83
49381	03/14/12	120306	GRANITE STATE INSURANCE CO SETTLEMENT	3,000.00
49382	03/14/12	120306	VOID VOID-PRINTER ERROR	0.00
49383	03/14/12	120306	VOID VOID-PRINTER ERROR	0.00
49384	03/14/12	120306	VOID VOID-PRINTER ERROR	0.00
49385	03/14/12	120306	VOID VOID-TEST PRINT	0.00
49386	03/14/12	120306	VOID VOID-TEST PRINT	0.00
49387	03/14/12	120306	AT&T TELEPHONE BILLING-2/2-3/1/12 MTA CONNECTION/SVCS @BELL P.D.	4,035.14

CHECK NO	DATE	BATCH	VENDOR/DESCRIPTION	AMOUNT
			TELEPHONE BILLING-2/2-3/1/12 MTA CONNECTION/SVCS @CITY HALL TELEPHONE BILLING-2/2-4/1/12 6330 PINE AVE-CITY HALL	
49388	03/14/12	120306	CITY OF HUNTINGTON PARK WATER BILLING-1/5-3/5/12 CARMELITA & RANDOLPH	415.57
49389	03/14/12	120306	COUNTY OF LOS ANGELES ANIMAL HOUSING SVCS-JAN'12	5,336.31
49390	03/14/12	120306	INTERWEST CONSULTING GROUP INC GRANT ADMIN& PROJ MANGEMNT SVC	13,160.00
49391	03/14/12	120306	LEADING EDGE SOUND & SECURITY AUDIO VIDEO SYS SVC AGREEMENT 4TH QUARTER BILLING-LB PK	450.00
49392	03/14/12	120306	REPUBLIC ITS INC CITYWIDE LED ST LIGHT UPGRADE	121,981.50
49393	03/14/12	120306	ANGELICA SIMENTAL REFUND-PARKING CIT #10021015	361.50
49394	03/14/12	120306	SOUTHERN CALIFORNIA EDISON ELECTRICAL BILLING-2/1-3/1/12 VARIOUS ACCOUNTS ELECTRICAL BILLING-2/3-3/16/12 6590 WILCOX PED	2,422.20
49395	03/14/12	120306	REPUBLIC ITS INC LED ST LIGHT UPGRADE-RETENTION	13,553.50
49396	03/21/12	120307	ADMIN SURE W.C./LIABILITY SVCS-JAN'12 W.C./LIABILITY SVCS-MAR'12	5,040.00
49397	03/21/12	120307	ALESHIRE & WYNDER, LLP LEGAL SVCS-VARIOUS MATTERS	87,762.22
49398	03/21/12	120307	AMERICAN RENTALS, INC. EQUIPMENT RENTAL-2/25/12 C.CTR EQUIPMENT RENTAL-2/29/12	677.39
49399	03/21/12	120307	BETTY L. ATCHISON INSURANCE BENEFIT-MAR'12	75.00
49400	03/21/12	120307	AZTECA LANDSCAPE LANDSCAPE MAINTENANCE-FEB'12 LANDSCAPE MAINTENANCE-FEB'12	6,400.00
49401	03/21/12	120307	BELCHER & ASSOCIATES SUBSISTENCE-4/25-27/12	6,590.00

CHECK NO	DATE	BATCH	VENDOR/DESCRIPTION	AMOUNT
			INTERIM CHIEF OF POLICE DEPT MARCH 1-15, 2012	
49402	03/21/12	120307	BELL SERVICE CENTER VARIOUS REPAIRS-UNIT #101 MOUNT TIRES LUBE/OIL/FILTER VARIOUS REPAIRS-UNIT #100 LUBE/OIL/FILTER REPLACE AIR FILTER FLUSH COOLING SYSTEM	889.76
49403	03/21/12	120307	CALIFORNIA BUILDING STANDARDS BSAF FEE REPORT	1,060.20
49404	03/21/12	120307	CANNING'S TRUEVALUE HARDWARE P.D. REQUEST-CLAMPS P.D. ELECTRIC OUTLET COVER STREET MAINTENANCE	22.49
49405	03/21/12	120307	CITY OF GARDENA C/O LACPCA REGISTRATION FEE-4/25-27/12	300.00
49406	03/21/12	120307	CITY OF INGLEWOOD CITATION PROCESSING-SEP'11 CITATION PROCESSING-JAN'12	2,758.21
49407	03/21/12	120307	JERRY CLINE INSURANCE BENEFIT-MAR'12	75.00
49408	03/21/12	120307	COMSERCO, INC. MAINTENANCE BILLING-MAR'12	1,071.00
49409	03/21/12	120307	CONSOLIDATED DISPOSAL WASTE/RECYCLING SVCS-FEB'12	96,389.66
49410	03/21/12	120307	ARNE LOUIS CROCE INTERIM CAO SVCS-3/1-15/12	7,000.00
49411	03/21/12	120307	CSG CONSULTANTS, INC. PLAN REVIEW SVCS-JAN'12 PC #45630,45628,45674	401.37
49412	03/21/12	120307	DEPARTMENT OF JUSTICE FINGERPRINT SVCS-DEC'11	32.00
49413	03/21/12	120307	DUNN-EDWARDS CORP. PAINT SUPPLIES-HANDYMAN PROGRM 6600 WOODWARD AVE PAINT SUPPLIES-HANDYMAN PROGRM 6600 WOODWARD AVE-P.MEDINA PAINT SUPPLIES-HANDYMAN PROGRM 5162 FLORENCE #15-A.RODRIGUEZ PAINT SUPPLIES-HANDYMAN PROGRM 4874 GAGE AVE #163-B.HERNANDEZ	796.77

CHECK NO	DATE	BATCH	VENDOR/DESCRIPTION	AMOUNT
			PAINT SUPPLIES-HANDYMAN PRGRM 5246 FLORENCE #118-R. BRUNDAGE PAINT SUPPLIES-HANDYMAN PRGRM 5236 FLORENCE #118-R. BRUNDAGE PAINT SUPPLIES-C. CTR PAINT SUPPLIES-C. CTR PAINT SUPPLIES-HANDYMAN PRGRM 5246 FLORENCE #118-R. BRUNDAGE PAINT SUPPLIES-HANDYMAN PRGRM 5246 FLORENCE #118-R. BRUNDAGE PAINT SUPPLIES-HANDYMAN PRGRM 4874 GAGE AVE #163-B. HERNANDEZ	
49414	03/21/12	120307	NORDIS PARENTE CASH RECEIPTS BOOKS-CITY HALL BUSINESS CARDS-T. RODRIGUE & T. ZMURA BUSINESS LICENSE APPLICATION BUSINESS CARDS-T. RODRIGUE ENVELOPES/LETTER HEAD-C. HALL	2,634.74
49415	03/21/12	120307	FEDERAL EXPRESS DELIVERY SVCS-A. GUTIERREZ	25.37
49416	03/21/12	120307	STEVEN FINKLESTEIN REIMB-ASSAULT KIT DROP FRIDGE	10.66
49417	03/21/12	120307	FLATIRON CAPITAL 2011-2012 LIABILITY INSURANCE 9TH INSTALLMENT PAYMENT	23,305.45
49418	03/21/12	120307	G4S SECURE SOLUTIONS (USA)INC. JAIL SVCS-BELL P.D. /JAN'12	14,151.73
49419	03/21/12	120307	GLENDALE FIRE SYSTEMS, INC. ALARM MONITORING & TESTING APR-JUN 2012/CAMP LITTLE BEAR ALARM MONITORING & TESTING APR-JUN 2012/VETS PARK	516.00
49420	03/21/12	120307	MANUEL GOMEZ WASTE MANAGEMENT DEPOSIT	500.00
49421	03/21/12	120307	GRAFFITI CONTROL SYSTEMS GRAFFITI REMOVAL SVCS-FEB'12	9,245.00
49422	03/21/12	120307	GRAFFITI PROTECTIVE COATINGS GRAFFITI REMOVAL-JAN'12 PAINT REIMBURSEMENT-JAN'12 SIDEWALK STEAM CLEANING-JAN'12 FUEL SURCHARGE-JAN'12 BUS SHELTER CLEANING-JAN'12 FUEL SURCHARGE-JAN'12 STREET SWEEPING-JAN'12 FUEL SURCHARGE-JAN'12	37,974.32

CHECK NO	DATE	BATCH	VENDOR/DESCRIPTION	AMOUNT
49423	03/21/12	120307	KENNETH C. HAMPIAN REIMB-MILEAGE/LODGING 12/14/11, 1/20-21/12, 1/20&27/12	688.00
49424	03/21/12	120307	HYATT REGENCY SACRAMENTO LODGING-4/25-27/12	336.42
49425	03/21/12	120307	INTELLIBRIDGE PARTNERS LLC ACCOUNTING CONSULTANT-C.S. 10/3-7/11	3,400.00
49426	03/21/12	120307	INTERWEST CONSULTING GROUP INC PLAN REVIEW SVCS-DEC'11 PC #45589,45590	1,757.65
49427	03/21/12	120307	J. BERRY COMPANY, INC. A.C./MAINT & REPAIR-C.CTR A.C./MAINT & REPAIR-VETS PARK	2,484.90
49428	03/21/12	120307	JB CONSTRUCTION VARIOUS IMPVMNTS-HOUSING REHAB 4911 BELL AVE-R.GONZALEZ	14,855.00
49429	03/21/12	120307	L.A. COUNTY SHERIFF'S DEPT. INMATE MEAL SVCS-JAN'12	218.85
49430	03/21/12	120307	L.A. METRO AUTO APPRAISERS APPRAISAL FEE-J.MORALES	125.00
49431	03/21/12	120307	LARRY SAVALA III 5 YR FINANCIAL FORECAST VIDEO	800.00
49432	03/21/12	120307	LEAD TECH ENVIRONMENTAL LEAD/ASBESTOS TESTING 4916 BROMPTON AVE-Z.DIAZ LEAD/ASBESTOS TESTING 4867 BECK AVE-V.INGRAM LEAD/ASBESTOS TESTING 6807 RIVER DR-F.TOPETE ASBESTOS TESTING 4911 BELL AVE-R.GONZALEZ	2,086.00
49433	03/21/12	120307	LEAGUE OF CALIFORNIA CITIES GENERAL MEETING-3/1/12 A.CROCE/N.VALENCIA	70.00
49434	03/21/12	120307	BILL MCCULLAH SUBSISTENCE-4/17-19/12	30.00
49435	03/21/12	120307	MEDINA CONSTRUCTION LANDSCAPE MAINT-MAR'12 INSTALLATION OF NEW ROOF REBUILD FRONT STAIR CASE LANDSCAPING MAINT-MAR'12	31,075.00

CHECK NO	DATE	BATCH	VENDOR/DESCRIPTION	AMOUNT
			CITY FACILITIES PW GEN MAINT SVCS-MAR'12 LANDSCAPING MAINT-MAR'12 GAGE TO LIVE OAK	
49436	03/21/12	120307	RAYMOND MOLINARI SETTLEMENT	10,000.00
49437	03/21/12	120307	NORMS REFRIGERATION & ICE REFRIGERATOR MAINT-BELL P.D.	483.57
49438	03/21/12	120307	NORTHEAST WISCONSIN TECHNICAL TUITION-4/10/12	350.00
49439	03/21/12	120307	OFSI COPIER LEASE-3/1-31/12 PAYMENT #34 FAX LEASE-3/1-31/12 PYT #9	500.43
49440	03/21/12	120307	OCE IMAGISTICS INC. COPIER MAINT/USAGE-1/1-31/12 BELL P.D.	13.19
49441	03/21/12	120307	OLDTIMERS FOUNDATION PARATRANSIT SVCS-FEB'12	35,848.80
49442	03/21/12	120307	ORANGE COUNTY SHERIFF'S DEPT TUITION-4/18/12	99.00
49443	03/21/12	120307	P.W. STEPHENS, INC. ASBESTOS ABTMNT-4911 BELL AVE	350.00
49444	03/21/12	120307	PLAN REVIEW CONSULTANTS, INC. PLAN REVIEW SVCS PC #45701 PLAN REVIEW SVCS PC #45608,45605,45598,45633	3,897.32
49445	03/21/12	120307	PRAXAIR DISTRIBUTION INC EQUIPMENT RENTAL-C.CTR FINANCE CHARGE	42.08
49446	03/21/12	120307	PUBLIC ENGINEERING SERVICES PROFESSIONAL SVCS-JAN'12 NPDES CLEAN WATER ACT	3,393.00
49447	03/21/12	120307	QUICK DISPENSE MISC SUPPLIES-BELL P.D.	340.00
49448	03/21/12	120307	QUILL CORPORATION OFFICE SUPPLIES-HOUSING REHAB OFFICE SUPPLIES-BUILDING OFFICE SUPPLIES-BELL P.D. OFFICE SUPPLIES-BELL P.D. OFFICCE SUPPLIES-BUILDING	915.32

CHECK NO	DATE	BATCH	VENDOR/DESCRIPTION	AMOUNT
			OFFICE SUPPLIES-PLANNING	
			OFFICE SUPPLIES-PLANNING	
			OFFICE SUPPLIES-PLANNING	
			OFFICE SUPPLIES-C. ENFORCEMENT	
			OFFICE SUPPLIES-RECORDS	
			OFFICE SUPPLIES-RECORDS	
49449	03/21/12	120307	RELIA-TECH	193.74
			COMPUTER MAINT/SUPPLIES	
			ADMIN-SWITCHBOARD COMP	
49450	03/21/12	120307	RIVERSIDE COUNTY SHERIFF'S	234.00
			TUITION-4/17-19/12	
49451	03/21/12	120307	ROSE CLEANERS & LAUNDRY	94.00
			BLANKET/TOWEL CLEANING SVCS	
			BELL P.D.-JAN'12	
49452	03/21/12	120307	ANGELA RUIZ	169.60
			FLIGHT TICKET RESERVATIONS	
49453	03/21/12	120307	SANDRA SALAS	120.00
			SUBSISTENCE-4/2-5/12	
49454	03/21/12	120307	VOID	0.00
			VOID-PRINTER ERROR	
49455	03/21/12	120307	VOID	0.00
			VOID-TEST PRINT	
49456	03/21/12	120307	VOID	0.00
			VOID-TEST PRINT	
49457	03/21/12	120307	SAN FRANCISCO AIRPORT MARRIOTT	750.79
			LODGING-4/2-5/12	
49458	03/21/12	120307	SJC 3 CONSULTING	5,160.00
			CONSULTING SVCS-FEB'12	
			CDBG/CDBG-R	
49459	03/21/12	120307	STANLEY PEST CONTROL CO	389.00
			PEST CONTROL-02/12	
			3700 GAGE AVE	
			PEST CONTROL-02/12	
			6707 BEAR AVE	
			PEST CONTROL-02/12	
			6326-6330 PINE AVE	
			PEST CONTROL-02/12	
			6250 PINE AVE	
			PEST CONTROL-02/12	
			6326-6330 PINE AVE	
			PEST CONTROL-02/12	
			4357 GAGE AVE	
			PEST CONTROL-02/12	
			6500 WILCOX AVE	

CHECK NO	DATE	BATCH	VENDOR/DESCRIPTION	AMOUNT
			PEST CONTROL-02/12 5320 GAGE AVE PEST CONTROL-02/12 7100 WALKER AVE STANLEY PEST CONTROL-02/12 4400 GAGE AVE	
49460	03/21/12	120307	WILLIAM C. STATLER EXPENSE REIMB-12/14/11-2/22/12 PROF SVCS-5 YR FISCAL FORECAST	7,153.63
49461	03/21/12	120307	TRANSTECH ENGINEERS, INC PLAN CHECK SVCS PC #45658,45659 PLAN CHECK SVCS PC #45717,45718	461.94
49462	03/21/12	120307	U.S. HEALTH WORKS BLOOD ALCOHOL DR#12-560	25.00
49463	03/21/12	120307	UNDERGROUND SERVICE ALERT UNDERGROUND FAX NOTICES-MAR'12	49.50
49464	03/21/12	120307	UNITED SITE SERVICES PROF SVCS-6/22/11-2/28/12 RSAP	3,160.86
49465	03/21/12	120307	REYNALDO VIRBIA SETTLEMENT	2,000.00
49466	03/21/12	120307	JONATHAN WALKER SUBSISTENCE-4/17-19/12	30.00
49467	03/21/12	120307	WASTE SYSTEMS MANAGEMENT, LLC RFP DRAFT-SOLID WASTE/RECYCLIN	5,000.00
49468	03/21/12	120307	WELLS LOCK & KEY 2 KEYS-BELL P.D. ADMIN FILE CASE KEYS-BELL P.D. PATROL EQUIPMENT-BELL P.D.	16.50
49469	03/21/12	120307	WEST COAST ARBORISTS, INC. TREE MAINT SVCS-2/1-15/12	11,920.00
49470	03/21/12	120307	WESTERN CITY MAGAZINE RENEWAL-24 ISSUES	63.00
TOTAL	110 CHECKS			877,208.66

CRA-
Community Redevelopment Agency

Warrants for

March 21, 2012

CHECK NO	DATE	BATCH	VENDOR/DESCRIPTION	AMOUNT
5479	03/21/12	120317	VOID VOID-TEST PRINT	0.00
5480	03/21/12	120317	VOID VOID-TEST PRINT	0.00
5481	03/21/12	120317	ROSENOW SPEVACEK GROUP SUCCESSOR AGENCY TRANSITION	8,785.00
TOTAL	3 CHECKS			8,785.00

BCHA 1 -
Bell Community Housing Authority
(Rental Units)

Warrants for

March 21, 2012

CHECK NO	DATE	BATCH	VENDOR/DESCRIPTION	AMOUNT
1768	03/09/12	120326	VOID VOID-TEST PRINT	0.00
1769	03/09/12	120326	VOID VOID-TEST PRINT	0.00
1770	03/09/12	120326	GOLDEN STATE WATER COMPANY WATER BILLING-1/26-2/24/12 6327 PINE AVE-BCHA WATER BILLING-1/23-2/21/12 4207 BELL AVE-BCHA WATER BILLING-1/23-2/22/12 4416 GAGE AVE-BCHA WATER BILLING-1/23-2/21/12 6633 PINE AVE-LAUNDRY WATER BILLING-12/20-1/23/12 6712-18 OTIS AVE-BCHA WATER BILLING-1/23-2/21/12 6712-18 OTIS AVE-BCHA	838.47
1771	03/09/12	120326	MAYWOOD MUTUAL WATER CO WATER BILLING-12/12/11-2/6/12 5107 FILMORE ST-BCHA WATER BILLING-12/16/11-2/15/12 6304 KING AVE-BCHA	228.80
1772	03/09/12	120326	SOUTHERN CALIFORNIA EDISON ELECTRICAL BILLING-2/6-2/28/12 6419 PROSPECT AVE-BCHA	16.78
* 1785	03/21/12	120327	WELLS LOCK & KEY LOCKSMITH SVCS-6624 FLORA AVE SERVICE CALL/3 LOCKS/2 KEYS	157.00
TOTAL		6 CHECKS		1,241.05

BCHA 2-
Bell Community Housing Authority
(Mobile Home Parks)

Warrants for

March 21, 2012

CHECK NO	DATE	BATCH	VENDOR/DESCRIPTION	AMOUNT
1773	03/09/12	120336	GOLDEN STATE WATER COMPANY WATER BILLING-1/23-2/22/12 4874 GAGE AVE-BMHP WATER BILLING-1/23-2/22/12 4874 GAGE AVE-BMHP	5,111.26
1774	03/09/12	120336	SOUTHERN CALIFORNIA EDISON ELECTRICAL BILLING-1/31-3/1/12 5162 FLORENCE AVE-FVMHP	1,533.87
1775	03/09/12	120336	TRACT 180 WATER COMPANY WATER BILLING-1/1-2/29/12 4738 FLORENCE AVE-FVMHP WATER BILLING-1/1-2/29/12 5246 FLORENCE AVE-FVMHP WATER BILLING-1/1-2/29/12 5246 FLORENCE AVE-FVMHP WATER BILLING-1/1-2/29/12 5246 FLORENCE AVE-FVMHP WATER BILLING-1/1-2/29/12 5220 FLORENCE AVE-FVMHP WATER BILLING-1/1-2/29/12 5162 FLORENCE AVE-FVMHP WATER BILLING-1/1-2/29/12 5162 FLORENCE AVE-FVMHP	4,991.66
1776	03/14/12	120336	VOID VOID-TEST PRINT	0.00
1777	03/14/12	120336	VOID VOID-TEST PRINT	0.00
1778	03/14/12	120336	AT&T TELEPHONE BILLING-2/4-3/3/12 BMHP TELEPHONE BILLING-2/4-3/3/12 FVMHP	411.77
1779	03/14/12	120336	VOID VOID-PRINTER ERROR	0.00
1780	03/14/12	120336	VOID VOID-TEST PRINT	0.00
1781	03/14/12	120336	VOID VOID-TEST PRINT	0.00
1782	03/14/12	120336	CONSOLIDATED DISPOSAL SRVS#902 WASTE/RECYCLING SVCS-MAR'12 4874 GAGE AVE-BMHP WASTE/RECYCLING SVCS-MAR'12 5162 FLORENCE AVE-MMHP/FVMHP WASTE/RECYCLING SVCS-MAR'12 5246 FLORENCE AVE-DRMHP/FVMHP	5,971.38

CHECK NO	DATE	BATCH	VENDOR/DESCRIPTION	AMOUNT
1783	03/14/12	120336	SOUTHERN CALIFORNIA EDISON ELECTRICAL BILLING-2/2-3/6/12 4874 GAGE AVE-BMHP ELECTRICAL BILLING-2/2-3/6/12 4874 GAGE AVE-BMHP	3,179.41
1784	03/14/12	120336	SOUTHERN CALIFORNIA EDISON ELECTRICAL BILLING-1/31-3/1/12 5246 FLORENCE AVE-FVMHP	5,001.71
* 1786	03/21/12	120337	AMERICAN PAPER PLASTIC JANITORIAL SUPPLIES-BMHP JANITORIAL SUPPLIES-FVMHP	687.21
1787	03/21/12	120337	BELL GLASS SHOP MAINT-SLIDING DOOR ROLLERS	35.00
1788	03/21/12	120337	SYLVIA CASTANEDA REFUND-CLUBHOUSE DEPOSIT	25.00
1789	03/21/12	120337	FIRST CHOICE MISC SUPPLIES-FVMHP	34.65
1790	03/21/12	120337	JAIME MORA LEPE JANITORIAL SVCS-JAN'12 BMHP JANITORIAL SVCS-FEB'12 BMHP	2,080.00
1791	03/21/12	120337	METERMAN SERVICES, INC METER READING-FEB'12 5162 FLORENCE AVE-FVMHP METER READING-FEB'12 BMHP	874.61
1792	03/21/12	120337	QUILL CORPORATION OFFICE SUPPLIES-BMHP	200.47
1793	03/21/12	120337	CELIA ROMERO VALDEZ REFUND-CLUBHOUSE	25.00
1794	03/21/12	120337	STANLEY PEST CONTROL CO PEST CONTROL-02/12 4874 GAGE AVE-BMHP	45.00
1795	03/21/12	120337	TENANT SCREENING CENTER TENANT SCREENING-BMHP/FVMHP O. ROA/L. FERNANDEZ	65.00
1796	03/21/12	120337	WELLS LOCK & KEY RESTROOM KEY-FLORENCE VILLAGE	30.00
TOTAL	23 CHECKS			30,303.00

City of Bell
Agenda Report

DATE: March 21, 2012

TO: Mayor and Council Members

FROM: Terry Rodrigue, PE, City Engineer

APPROVED By:

Arne Croce, Interim City Manager

SUBJECT: Award of a Construction Contract to E.C. Construction, Inc. for the Florence Avenue Street Rehabilitation Project (Walker Street to I-710 Freeway), Federal Aid Project No. STPL-5272 (011)

RECOMMENDATION:

Staff recommends that the City Council; (1) award a construction contract to EC Construction Inc in the amount of $229,409 for the Florence Avenue Street Rehabilitation Project for Federal Aid Project No. STPL-5272 (011) to E.C. Construction, Inc; (2) authorize the Interim City Manager to execute a construction contract following approval as to form by the City Attorney; and (3) authorize the City Engineer to approve the expenditure of a construction contingency, if necessary, not to exceed 10% of the contract amount or $22,941 for change orders and other unforeseen construction work that may be required to complete the project.

BACKGROUND:

The Florence Avenue Street Rehabilitation Project will provide for street and sidewalk improvements to the east and west bound lanes on Florence Avenue from Walker Avenue to the I-710 Freeway. The scope of work includes asphalt concrete pavement removal, new concrete pavement placement, new curb & gutter, sidewalk repair, new driveway approaches and new handicap ramps. Project plans, specifications and estimates were completed by RSCC Engineering, submitted to Caltrans for review and approved.

Since this project is partially funded with federal money from the Surface Transportation Local (STPL) Program, there are additional requirements and procedures in the plan preparation and bidding process that the City must follow in order for project costs to be eligible for reimbursement. These additional requirements are established and administered by the California Department of Transportation (Caltrans) on behalf of the federal government. In contrast, projects funded with local money are not subject to these additional steps and can generally be completed in a shorter timeframe. Below is a chronology for the Florence Avenue Project.

Updated Project Chronology and Schedule:

- July 2011: Project is approved in the 2011 – 2012 City of Bell Capital Improvement Program and Budget

- August 2011: RSCC Engineering authorized to proceed with the design of roadway improvements.
- November 2011: Plans, Specifications, and Estimate submitted to Caltrans. Caltrans approval required before the project can be advertised for bids.
- December 2011: Caltrans, Federal-Aid Program, issued Authorization Agreement (E-76) and approved project for advertisement of construction bids on December 23
- January 2012: Council approves and authorizes the advertising of the project on January 25
- February 2012: Advertisement of project for construction bids and public bid opening on March 6
- March 2012: Award of construction contract on March 21
- March 2012: Preconstruction meeting with contractor, utility representatives and city staff to review schedule, traffic control plans and sequence of work on March 28
- May 2012: Estimated start of construction May 7
- June 2012: Estimated completion of construction June 15. Construction contract stipulates 30 working days for the project.
- July 2012: Anticipated final project close-out, completion of Caltrans required documentation.
- September 2012: Anticipated date of final reimbursement through the STPL Program

On January 25, 2012, the City Council authorized the City Engineer to publically advertise the Notice Inviting Bids. The project was advertised for bids and the City Clerk received eight bids on Tuesday, March 6, 2012 at 11:00am as follows:

Contractor Name	Bid Amount
E.C. Construction Company	$229,409.00
Silvia Construction, Inc.	$267,394.00
Hardy & Harper, Inc.	$274,000.00
Sequel Contractors, Inc.	$278,222.00
Excel Paving	$282,525.00
Shawnan	$314,950.00
All-American Asphalt	$368,432.50
United Paving	$380,678.00

The Engineer's Opinion of Construction Costs for this project was $275,000.00.

Staff has reviewed the bids and determined that E.C. Construction Company is the lowest responsive and responsible bidder. E.C. Construction holds a valid Class A, C-8, and C-12 General Contractor's license in the State of California, with no enforcement actions listed. Their

license expires in November 30, 2012. The Experience/Qualifications Statement that was submitted with the bid documents indicate that E.C. Construction has engaged in contracting under the current name for thirty-four years, and has never failed to satisfactorily complete a contract. E.C. Construction Company listed three similar street resurfacing and improvement projects since 2010 ranging in value from $150,000 to $1.5 million. These projects were completed for the Cities of South Pasadena, Monrovia, and Glendale.

FISCAL IMPACTS:

The Project is funded with $30,000 from Prop C (Fund 68) and $275,000 from Federal Aid STPL funds totaling $305,000. The Project expenditure summary is provided in the table below.

Project Budget	$305,000
Engineering	$20,000
Construction Management	$35,000
Construction	$229,409
Total	**$279,409**

ATTACHMENTS:

1. Vicinity Map
2. Improvement Plans

Attachment #1

Project Vicinity Map

CITY OF BELL

FLORENCE AVE. STREET REHABILITATION PROJECT

(FROM WILCOX AVE. TO WALKER AVE.)

PROJECT No. 32-525-7006-0925

GENERAL NOTES

1. ALL WORK SHALL BE PERFORMED IN ACCORDANCE WITH THE STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION ("SPECIFICATIONS") 2000 EDITION, AND AMERICAN PUBLIC WORKS ASSOCIATION STD. PLANS, 2000 EDITION AND CURRENT AMENDMENTS.
2. THE CONTRACTOR SHALL NOTIFY THE CITY ENGINEER FORTY-EIGHT (48) HOURS PRIOR TO STARTING ANY WORK; TELEPHONE NUMBER (323) 588-6211, EXT. 220.
3. THESE PLANS ARE HEREBY MADE A PART OF THE SPECIFICATIONS AND CONTRACTUAL AGREEMENT.
4. NO REVISION SHALL BE MADE TO THESE PLANS WITHOUT THE PRIOR APPROVAL OF THE CITY ENGINEER.
5. THE CONTRACTOR SHALL APPLY FOR ALL NECESSARY CONSTRUCTION PERMITS FOR ALL WORK AS SHOWN ON THESE PLANS FROM THE CITY OF BELL.
6. ANY CONTRACTOR PERFORMING WORK AS INDICATED HEREIN FOR THIS PROJECT SHALL FAMILIARIZE HIMSELF WITH THE SITE AND SHALL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO EXISTING FACILITIES RESULTING-DIRECTLY OR INDIRECTLY FROM HIS OPERATIONS, WHETHER OR NOT SUCH FACILITIES ARE SHOWN ON THESE PLANS.
7. THE CONTRACTOR'S ATTENTION IS EXPRESSLY DIRECTED TO ALL THE REQUIREMENTS AND PROVISIONS OF THE STATE OF CALIFORNIA SAFETY REGULATIONS. CONFORMANCE THERETO SHALL BE STRICTLY ENFORCED DURING THE ENTIRE LIFE OF THE CONTRACT.
8. THE CONTRACTOR SHALL DISPOSE OF ALL SURPLUS EARTH EXCAVATION OUTSIDE OF THE PROJECT AREA UNLESS APPROVED OTHERWISE BY THE CITY ENGINEER. ALL AC AND CONCRETE REMOVALS SHALL BE DISPOSED OF OFF-SITE.
9. THE CONTRACTOR SHALL REVIEW AND VERIFY ALL CONDITIONS AND DIMENSIONS AT THE JOB SITE BEFORE COMMENCING ANY PORTION OF THE WORK; COMPARE ACTUAL CONDITIONS WITH DRAWINGS TO ASCERTAIN CONDITIONS UNDER WHICH WORK IS TO BE PERFORMED; CHECK AND CONFIRM LOCATION OF EXISTING STRUCTURES, EQUIPMENT AND UTILITIES WHICH MAY AFFECT WORK. COMMENCEMENT OF WORK SHAL, CONSTITUTE FULL ACCEPTANCE OF EXISTING SITE CONDITIONS. THE CONTRACTOR SHALL REPORT ALL DISCREPANCIES TO THE CITY ENGINEER PRIOR TO THE COMMENCEMENT OF WORK.
10. THE CONTRACTOR SHALL ENACT ALL MEASURES TO PROTECT AND SAFEGUARD WORKERS AND THE GENERAL PUBLIC FROM INJURY DURING THE ENTIRE TIME OF CONSTRUCTION; MAINTAIN THE JOB SITE IN A ORDERLY, CLEAN MANNER THROUGHOUT THE COURSE OF WORK AND NOT BLOCK LEGAL EXITS OR ENTRANCES; LEAVE WORK AREA CLEAN, FREE OF DEBRIS AT THE END OF EACH DAY; AND COMPLY WITH ALL APPLICABLE CODES.
11. ALL CONCRETE AND ASPHALT CONCRETE PAVEMENT TO BE REMOVED SHALL BE REMOVED UTILIZING A SAW CUT (MINIMUM CUT DEPTH 1 1/2" AND/OR OTHER METHODS AS APPROVED BY THE CITY ENGINEER.
12. THE CONTRACTOR SHALL ADJUST ALL UTILITY VALVE BOXES, MANHOLES, ETC. TO GRADE UPON COMPLETION OF PAVING. CONCRETE PAVEMENT SHALL BE USED TO PATCH AROUND RAISED UTILITIES IN CONCRETE STREETS; ASPHALT CONCRETE PAVEMENT IN ASPHALT CONCRETE STREETS.
13. THE CONTRACTOR SHALL REPLACE IN KIND, TO THE SATISFACTION OF THE CITY ENGINEER, ANY PAVING, CURB AND GUTTER OR OTHER IMPROVEMENTS CUT, REMOVED, OR DAMAGED IN CONJUNCTION WITH THIS PROJECT.
14. THE CONTRACTOR AGREES THAT HE SHALL ASSUME SOLE AND COMPLETE RESPONSIBILITY FOR JOB SITE CONDITIONS DURING THE COURSE OF CONSTRUCTION OF THIS PROJECT, INCLUDING SAFETY OF ALL PERSONS AND PROPERTY; THAT THIS REQUIREMENT SHALL APPLY CONTINUOUSLY AND NOT BE LIMITED TO NORMAL WORKING HOURS; AND THAT THE CONTRACTOR SHALL DEFEND, INDEMNIFY AND HOLD THE CITY, THE CITY ENGINEER AND THEIR REPRESENTATIVE, HARMLESS FROM ANY AND ALL LIABILITY, REAL OR ALLEGED, IN CONNECTION WITH THE PERFORMANCE OF WORK ON THIS PROJECT, EXCEPTING FOR LIABILITY ARISING FROM THE SOLE NEGLIGENCE OF THE CITY OR THE CITY ENGINEER.
15. THE CONTRACTOR SHALL PROVIDE DUST CONTROL AND TRAFIC CONTROL AT ALL TIMES TO THE SATISFACTION OF THE CITY ENGINEER AND SHALL BE IN COMPLIANCE WITH SOUTH COAST AIR QUALITY MANAGEMENT DISTRICT (A.Q.M.D.) RULE 403 FOR MITIGATING DUST CONTROL.
16. BARRICADES WITH FLASHING LIGHTS ARE TO BE MAINTAINED IN ALL OBSTRUCTIONS WITHIN EXISTING STREET RIGHT-OF-WAYS AT ALL TIMES. CONSTRUCTION WARNING SIGNS AND FLAGMEN ARE TO BE PRESENT AT THE JOB SITE.
17. UPON COMPLETION OF THIS PROJECT, THE CONTRACTOR SHALL BE RESPONSIBLE FOR REPAIRING ANY DAMAGE INCURRED DUE TO ITS OPERATION.
18. THE CONTRACTOR SHALL NOTIFY UNDERGROUND SERVICE ALERT AT (800) 422-4133 TWO (2) DAYS PRIOR TO BEGINNING WORK.
19. ABBREVIATIONS INDICATED ON THE PLANS SHALL BE IN ACCORDANCE WITH SECTION 1-3 OF THE "SPECIFICATIONS".
20. CIRCLED NUMBERS (FOR EXAMPLE (1)) REFER TO CONSTRUCTION LEGEND NUMBERS.

NOTICE TO CONTRACTOR(S)

1. ALL AVAILABLE RECORDS FROM THE CITY AND UTILITY COMPANIES INVOLVED HAVE BEEN INVESTIGATED AND ALL KNOWN UTILITY CONDUITS AND SUBSTRUCTURES ARE SHOWN HEREON. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO LOCATE ALL UTILITY CONDUITS AND SUBSTRUCTURES SHOWN OR NOT SHOWN ON THESE PLANS. THE CONTRACTOR SHALL BEAR THE TOTAL EXPENSE OF REPAIR AND/OR REPLACEMENT OF SAID UTILITY CONDUITS AND SUBSTRUCTURES DAMAGED BY HIS OPERATION IN CONNECTION WITH THE LIMITS OF THIS PROJECT.
2. EXISTING UTILITIES SHALL BE MAINTAINED IN PLACE BY THE CONTRACTOR, UNLESS OTHERWISE NOTED. RELOCATION OR REMOVAL OF ANY EXISTING UTILITIES NOT COVERED BY THESE PLANS SHALL BE PERFORMED BY OR UNDER THE DIRECTION OF THE RESPECTIVE UTILITY OWNERS AT THE EXPENSE OF THE CONTRACTOR.
3. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PRESERVATION OF ALL, IF ANY, EXISTING SURVEY MONUMENTS.
4. THE CONTRACTOR SHALL POSSESS A VALID STATE CONTRACTOR'S LICENSE AND SHALL BE REQUIRED TO POSSESS A VALID CITY BUSINESS LICENSE WHILE PERFORMING WORK ON THIS PROJECT.
5. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL REQUIRED PERMITS PRIOR TO COMMENCEMENT OF ANY WORK COVERED BY THESE PLANS.
6. THE ENGINEER SHALL NOT BE RESPONSIBLE FOR, OR LIABLE FOR UNAUTHORIZED CHANGES TO OR USES OF THESE PLANS. ALL CHANGES TO THE PLANS MUST BE IN WRITING AND MUST BE APPROVED BY THE ENGINEER.

PRIVATE ENGINEER'S NOTICE TO CONTRACTOR(S)

THE EXISTENCE AND LOCATION OF ANY UNDERGROUND UTILITY PIPES OR STRUCTURES SHOWN ON THESE PLANS WERE OBTAINED BY A SEARCH OF AVAILABLE RECORDS. THE CONTRACTOR IS REQUIRED TO TAKE DUE PRECAUTIONARY MEASURES TO PROTECT THE UTILITIES SHOWN AND ANY OTHER LINES OR STRUCTURES NOT SHOWN ON THESE PLANS.

ALL CONTRACTORS AND SUBCONTRACTORS PERFORMING WORK SHOWN ON OR RELATED TO THESE PLANS SHALL CONDUCT THEIR OPERATIONS SO THAT ALL EMPLOYEES ARE PROVIDED A SAFE PLACE TO WORK AND THE PUBLIC IS PROTECTED. ALL CONTRACTORS AND SUBCONTRACTORS SHALL COMPLY WITH THE "OCCUPATIONAL SAFETY AND HEALTH REGULATION" OF THE U.S. DEPARTMENT OF LABOR, AND THE STATE OF CALIFORNIA DEPARTMENT OF INDUSTRIAL RELATIONS' "CONSTRUCTION SAFETY ORDERS."

THE CITY ENGINEER SHALL NOT BE RESPONSIBLE IN ANY WAY FOR THE CONTRACTORS' AND SUBCONTRACTORS' COMPLIANCE WITH THE "OCCUPATIONAL SAFETY AND HEALTH REGULATIONS" OF THE U.S. DEPARTMENT OF LABOR OR WITH THE STATE OF CALIFORNIA DEPARTMENT OF INDUSTRIAL RELATIONS' "CONSTRUCTION SAFETY ORDERS."

CONTRACTOR FURTHER AGREES THAT HE SHALL ASSUME SOLE AND COMPLETE RESPONSIBILITY FOR JOB SITE CONDITIONS DURING THE COURSE OF CONSTRUCTION OF THIS PROJECT, INCLUDING SAFETY OF ALL PERSONS AND PROPERTY; THAT THIS REQUIREMENT SHALL APPLY CONTINUOUSLY AND NOT BE LIMITED TO NORMAL WORKING HOURS; AND THAT THE CONTRACTOR SHALL DEFEND, INDEMNIFY AND HOLD THE OWNER AND THE ENGINEER HARMLESS FROM ANY AND ALL LIABILITY, REAL OR ALLEGED, IN CONNECTION WITH THE PERFORMANCE OF WORK ON THIS PROJECT, EXCEPTING FOR LIABILITY ARISING FROM THE SOLE NEGLIGENCE OF THE OWNER OR THE ENGINEER.

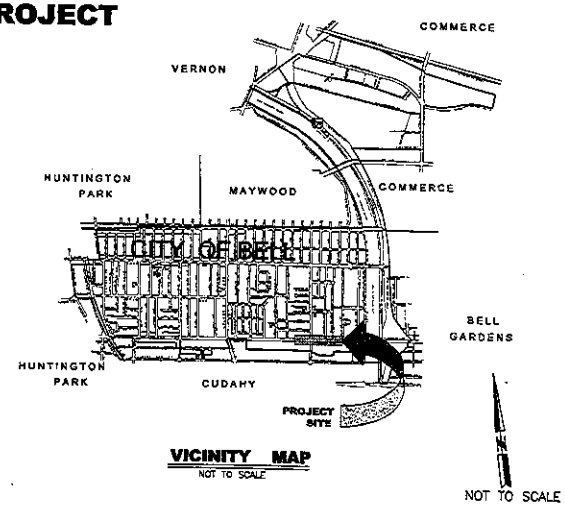
LIST OF STANDARD DRAWINGS

- STANDARD PLANS FOR CONSTRUCTION OF LOCAL STREETS AND ROADS, JULY 2005 (STATE OF CALIFORNIA).
- STANDARD PLANS FOR PUBLIC WORKS CONSTRUCTION - 2000 EDITION AMERICAN PUBLIC WORKS ASSOCIATION-SOUTHERN CALIFORNIA CHAPTER.

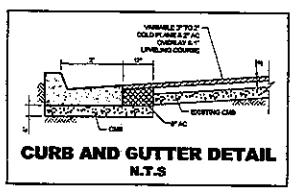
TITLE	PLAN No.
100-1	DRIVEWAY APPROACHES
111-2	CURB RAMP
112-1	CURB AND SIDEWALK JOINTS
113-1	SIDEWALK AND DRIVEWAY REPLACEMENT
120-1	CURB AND GUTTER - BARRIER
300-2	CURB OPENING CATCH BASIN
302-2	CURB OPENING CATCH BASIN WITH GRATING(S)
313-2	LOCAL DEPRESSIONS AT CATCH BASINS

CONTRUCTION NOTES:

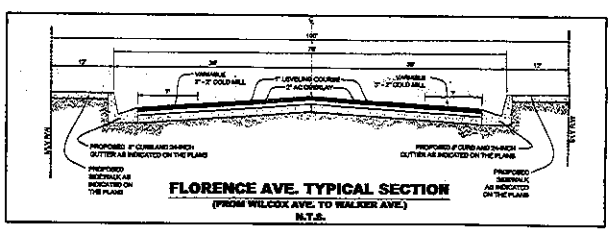
1. COLD MILL 3-INCH TO 2-INCH VARIABLE THICKNESS AC PAVEMENT.
2. CONSTRUCT 2-INCH THICK PAVEMENT ARHM GG-C (PG 64-16) OVER 1 INCH LEVELING COURSE D1 (PG 64-10)
3. REMOVE 6-INCH OF EXISTING PAVEMENT AND REPLACE WITH 4-INCH OF AC B (PG 64-16) BASE COURSE.
4. REMOVE EXISTING AND CONSTRUCT 4-INCH THICK PCC SIDEWALK, PER APWA STD PLAN 113-2.
5. REMOVE EXISTING AND CONSTRUCT PCC DRIVEWAY APPROACH PER APWA STD PLAN 110-2.
6. REMOVE, DISPOSE EXISTING AND CONSTRUCT 6-INCH PCC CURB & 24 INCH GUTTER PER APWA STD PLAN 120-1.
7. REMOVE AND REPLACE MANHOLE FRAME & COVER LOCKING TYPE PER APWA 210-3, "RADIAL BLOCK TRED" PATTERN MARKED "S" FOR SEWER AND ADJUST TO GRADE. (SEE NOTE TO CONTRACTOR 2 ON SHEET 2 OF 3)
8. ADJUST WATER/ GAS VALVE WATER METER BOX TO GRADE.
9. TO BE ADJUSTED BY OTHERS, CONTRACTOR SHALL COORDINATE WITH UTILITY COMPANY.
10. PROTECT IN PLACE.
11. CONSTRUCT PCC BUS PAD PER APWA STD PLAN 131-2.
12. REMOVE EXISTING AND CONSTRUCT 6-INCH THICK PCC SIDEWALK, PER APWA STD PLAN 113-2.
13. ADJUST TO GRADE SEWER MANHOLE PER APWA STD PLAN 206-2.



VICINITY MAP
NOT TO SCALE



CURB AND GUTTER DETAIL
N.T.S



FLORENCE AVE. TYPICAL SECTION
(FROM WILCOX AVE. TO WALKER AVE.)
N.T.S.

INDEX TO DRAWINGS

1 OF 3 ..... TITLE SHEET.
2 OF 3 ..... FLORENCE AVE. STREET REHABILITATION (FROM WILCOX AVE. TO WALKER AVE.).
3 OF 3 ..... STRIPING PLAN.

DIGALERT
CALL TOLL FREE
1-800-227-2600
2 Working Days Before You Dig

PROJECT CONTACTS

WATER: SOUTHERN CALIFORNIA WATER COMPANY
12205 S. BURKE STREET, SUITE 1
SANTA FE SPRINGS, CA 90670
(562) 907-4200, EXT 417
(562) 907-7050 FAX
CONTACT: KEITH McCOY

TRACK 180 WATER COMPANY
4544 FLORENCE AVE.
CUDAHY, CA 90201
(323) 771-6682, EXT 417
(323) 771-4185 FAX
CONTACT: JESSIE BARRERAS

GAS: SOUTHERN CALIFORNIA GAS COMPANY
701 N. BUULIS ROAD
COMPTON, CA 90221-2253
(310) 687-0221
(310) 605-7983 Fax
(310) 366-4102 Pg.
CONTACT: GAIL ETHERLY

ELECTRICITY: SOUTHERN CALIFORNIA EDISON COMPANY
1904 CASHDAN ST.
COMPTON, CA 90220
(310) 608-5153
(310) 606-6033 FAX
CONTACT: MIKE FRAZER

TELEPHONE: AT&T CALIFORNIA
100 N. STONEMAN AVE.
ALHAMBRA, CA 91801
(626) 308-4042
(626) 576-7167 FAX
CONTACT: ALAN SETTLES

TV CABLE: TIME WARNER CABLE
14336 LAKEWOOD BLVD.
BELLFLOWER, CA 90706
(562) 259-2059
(562) 259-2199 FAX
CONTACT: GENE HARRIGAN

STORM DRAIN: CITY OF BELL
CITY SEWER: 6330 PINE AVENUE
BELL, CA 90201-1291
(323) 583-0765
(323) 771-6473 FAX
CONTACT: LUIS MEDINA

REVISIONS					REFERENCES
NUMBER	DATE	REVISE		APPVD.	

RSCC Engineering, INC.
10808 E. CHAL PLACE SUITE 100
ENTERPRISE, CALIFORNIA 91766
TELEPHONE: (626) 960-1889
FAX (626) 960-9002

DRAWN BY:
DESIGN BY:
CHECKED BY:

CITY OF BELL
APPROVED BY :
CARLOS ALVARADO, RCE 19857
CITY ENGINEER
DATE: 11/30/10

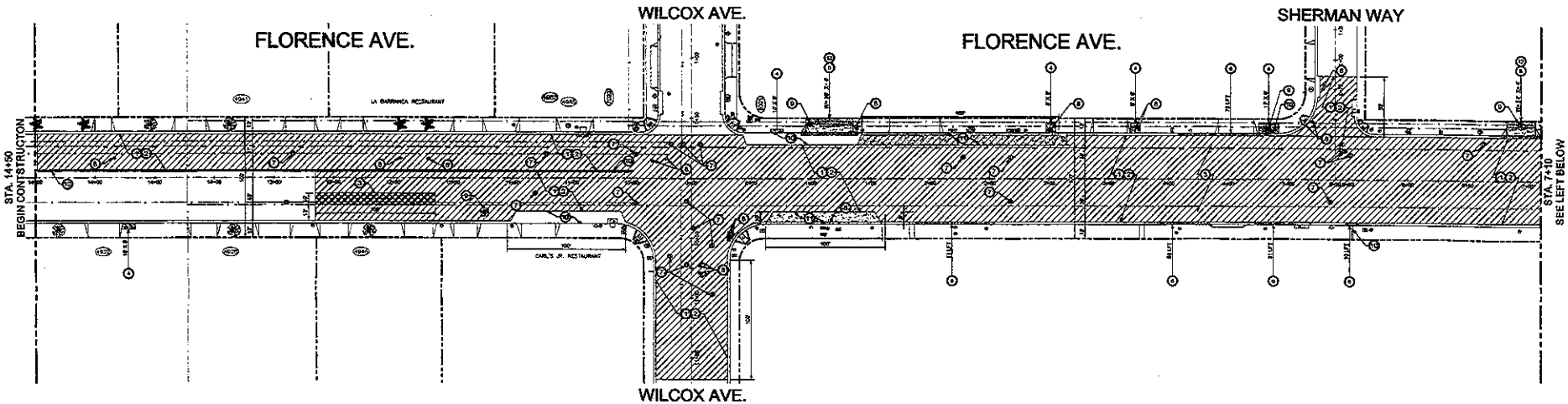
FLORENCE AVE. STREET REHABILITATION PROJECT
(FROM WILCOX AVE. TO WALKER AVE.)

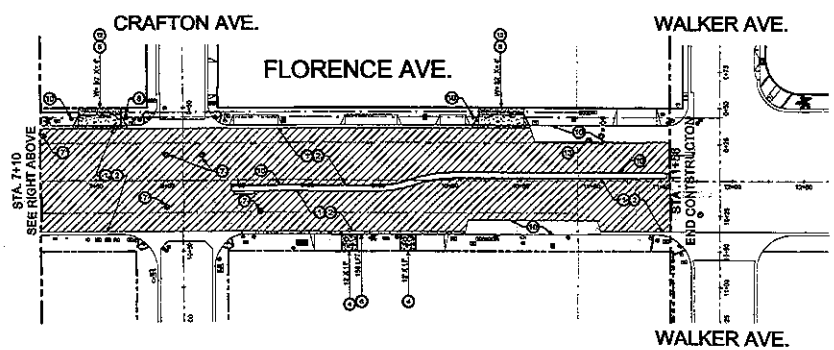
TITLE SHEET

CITY OF BELL

1 OF 3

38





CONTRUCTION NOTES:

1. COLD MILL 3-INCH TO 2-INCH VARIABLE THICKNESS AC PAVEMENT.
2. CONSTRUCT 2-INCH THICK PAVEMENT ARHM CG-C (PG 64-16) OVER 1 INCH LEVELING COURSE D1 (PG 64-10)
3. REMOVE 6-INCH OF EXISTING PAVEMENT AND REPLACE WITH 4-INCH OF AC B (PG 64-10) BASE COURSE.
4. REMOVE EXISTING AND CONSTRUCT 4-INCH THICK PCC SIDEWALK, PER APWA STD PLAN 113-2.
5. REMOVE EXISTING AND CONSTRUCT PCC DRIVEWAY APPROACH PER APWA STD PLAN 110-2.
6. REMOVE, DISPOSE EXISTING AND CONSTRUCT 6-INCH PCC CURB & 24 INCH GUTTER PER APWA STD PLAN 120-1.
7. REMOVE AND REPLACE MANHOLE FRAME & COVER LOCKING TYPE PER APWA 210-3, "RADIAL BLOCK TREO" PATTERN MARKED "S" FOR SEWER AND ADJUST TO GRADE. (SEE NOTE TO CONTRACTOR 2 BELOW)
8. ADJUST WATER/ GAS VALVE WATER METER BOX TO GRADE.
9. TO BE ADJUSTED BY OTHERS, CONTRACTOR SHALL COORDINATE WITH UTILITY COMPANY.
10. PROTECT IN PLACE.
11. CONSTRUCT PCC BUS PAD PER APWA STD PLAN 131-2.
12. REMOVE EXISTING AND CONSTRUCT 6-INCH THICK PCC SIDEWALK, PER APWA STD PLAN 113-2.
13. ADJUST TO GRADE SEWER MANHOLE PER APWA STD PLAN 205-2.

DIGALERT
Call Toll Free
1-800-227-2600
2 Working Days Before You Dig

LEGEND

- PROPOSED AC OVERLAY
- PROPOSED AC PATCH
- PROPOSED PCC AREAS
- WATER VALVE
- GAS VALVE
- WATER METER PULLBOX
- ELECTRIC METER BOX
- POWER POLE
- SEWER MANHOLE
- ADDRESS

NOTE TO CONTRACTOR
FOR CONSTRUCTION OF IMPROVEMENTS

1. THE CITY WILL LAYOUT THE PRECISE LOCATION OF ALL CONCRETE REMOVALS AND OTHER IMPROVEMENTS SHOWN ON THE PLANS. THESE IMPROVEMENTS AS SHOWN MAY VARY SLIGHTLY AS TO LOCATION. CONTRACTOR SHALL BE RESPONSIBLE FOR CONSTRUCTION AND QUANTITIES AS MARKED OUT BY THE CITY.
2. THE REPLACEMENT OF SEVEN (7) MANHOLE FRAME & COVER WILL BE SHOWN IN THE FIELD BY THE PUBLIC WORKS INSPECTOR.

REGISTERED PROFESSIONAL ENGINEER No. 19857 CARLOS ALVARADO CIVIL STATE OF CALIFORNIA

SCALE 1" = 40'

REVISIONS	REFERENCES
NUMBER / DATE / BRIEF DESCRIPTION / APPVD.	

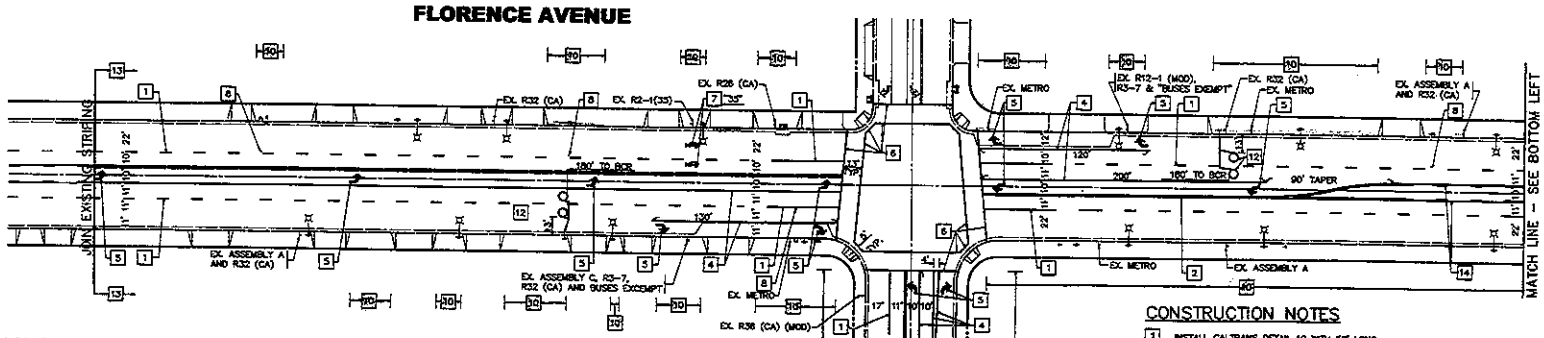
RSCC Engineering, INC.
17806 E. Gale Road, Suite 105
Rowland, California 91748
Telephone (626) 960-7660
Fax (626) 960-8002

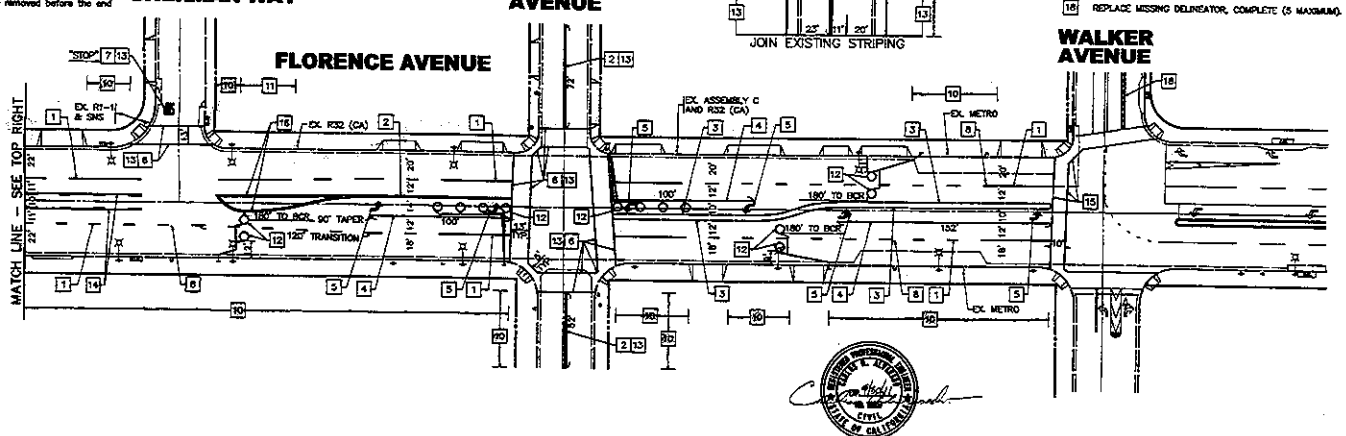
CITY OF BELL
APPROVED BY :
CARLOS ALVARADO, RCE 19857
CITY ENGINEER
DATE: 4/30/10

FLORENCE AVE. STREET REHABILITION PROJECT
(FROM WILCOX AVE. TO WALKER AVE.)

CITY OF BELL

SHEET 2 OF 3





GENERAL NOTES

1. All striping and pavement markings shall be the responsibility of the CONTRACTOR and shall conform to Section 84 and 85 of the latest edition of the Caltrans Standard Specifications and the appropriate details in the Caltrans Standard Plans.
2. For all references to details or figures shown hereon, refer to the latest edition of the Caltrans Standard Plans A20A – A20D and A24A – A24E.
3. All lane striping at intersection approaches without crosswalks or limit lines shall end 10 feet from the extension of the intersecting curb line.
4. Lane widths shall be measured between the center lines of each adjacent single or double stripe or top of curb as appropriate.
5. All lane lines at intersection approaches and departures shall begin and end with 50 feet of continuous raised pavement markers.
6. All curb markings shall be re-painted with 2 coats of paint.
7. Paint shall be applied under suitable weather conditions and per the paint manufacturers label recommendations for pavement and ambient temperature requirements. Paint shall not be applied if rain is forecasted within 24 hours.
8. Thinning of paint shall not be allowed.
9. All striping shall include raised pavement markers (RPMs) per the appropriate Caltrans Standard Plans details.
10. Raised pavement markers (RPMs) shall be ceramic or ABS (Acrylonitrile-Butadiene-Styrene) plastic. Approved RPM types are as follows:
    a) Type A and AY ceramic – four inch diameter (4") (white or yellow).
    b) 1 – or 2-way reflective ABS – four inches by four inches (4" x 4") Square.

    Minimum RPM thickness shall be 15 mils.
    RPMs shall be affixed with machined applied hot bitumen or standard set epoxy (part A and B).
11. CONTRACTOR shall remove all conflicting painted lines, markings, pavement legends by sandblasting. Sandblasting debris shall be removed before the end of each work day.
12. The CONTRACTOR shall obtain approval from the City Engineer on the cat track layout before the start of any striping details.
13. The CONTRACTOR shall notify the City Engineer upon the completion of striping and signing.
14. Section 84-3.02 "Materials" of the latest edition of the Caltrans Standard Specifications is amended to read as follows:

    Paint for traffic stripes shall conform to the following Caltrans Specifications:

    Rapid Dry Water-borne, white and yellow 8010-42L-30 or 8010-61C-10 (low VOC (Volatile Organic Compound) and lead-based paints are prohibited).

    Glass beads shall conform to Caltrans Standard Specifications No. 8010-51J-22 (Type I – Moisture Proof).

    Copies of the latest edition of the Caltrans Standard Specifications for traffic paint and glass beads may be obtained from the Transportation Laboratory, P.O. Box 19128, Sacramento, CA 95819: (916) 739-2400.
15. The CONTRACTOR shall re-paint all curb markings as shown on the plan. All conflicting curb markings shall be sandblasted.
16. All crosswalks, limit lines and pavement markings shall be thermoplastic.
17. All new signs shall be standard size with diamond grade sheeting and graffiti film.
18. Existing equipment not to be reused shall be salvaged and delivered to the City of Bell maintenance yard by the CONTRACTOR.

CONSTRUCTION NOTES

1. INSTALL CALTRANS DETAIL 10 WITH 50' LONG BREAK LINES AT INTERSECTION.
2. INSTALL CALTRANS DETAIL 23.
3. INSTALL CALTRANS DETAIL 28.
4. INSTALL CALTRANS DETAIL 38C.
5. INSTALL CALTRANS TYPE IV(LT/RT) ARROW.
6. INSTALL 12" WIDE YELLOW CROSSWALK LINE.
7. INSTALL PAVEMENT MARKING AS SHOWN.
8. INSTALL BLUE REFLECTIVE RAISED MARKER.
9. INSTALL SIGN(S) ON EXISTING POST AS SHOWN.
10. REMOVE EXISTING RED CURB BY WET SANDBLASTING. INSTALL RED CURB WITH TWO COATS OF PAINT AS SHOWN.
11. REMOVE EXISTING GREEN CURB BY WET SANDBLASTING. INSTALL GREEN CURB WITH TWO COATS OF PAINT AS SHOWN.
12. INSTALL 6" DIAMETER TYPE E INDUCTIVE LOOP. (PAYMENT UNDER BID ITEM No. 16).
13. REMOVE CONFLICTING STRIPING BY WET SANDBLASTING.
14. INSTALL CALTRANS DETAIL 33.
15. INSTALL 12" WIDE WHITE CROSSWALK LINE.
16. INSTALL CALTRANS DETAIL 30.
17. INSTALL NEW SIGN AND POST AS SHOWN.
18. REPLACE MISSING DELINEATOR, COMPLETE (5 MAXIMUM).

REVISIONS	REFERENCES	D & J ENGINEERING	RSCC Engineering, INC.	CITY OF BELL	FLORENCE AVENUE REHABILITATION PROJECT WILCOX AVENUE TO WALKER AVENUE
		21900 OXNARD CENTER DR. SUITE 190 DIAMOND BAR, CALIFORNIA 91765 TELEPHONE (909) 396-8864 FAX (909) 396-7854	17300 E. FERN PLACE SUITE 105 AZUSA, CALIFORNIA 91702 TELEPHONE (626) 960-1889 FAX (626) 960-8002 DESIGN BY : J. — OCTOBER 2010 DRAWN BY : J. — OCTOBER 2010 CHECKED BY: CA — OCTOBER 2010 DRAWING FILE: S1 FLORENCE	APPROVED BY : CARLOS ALVARADO, RCE 19857 CITY ENGINEER DATE: 11/30/10	**SIGNING AND STRIPING PLAN** CITY OF BELL SHEET 3 OF 3

10-4-10

40

City of Bell
Agenda Report

DATE: March 21, 2012

TO: Mayor and Members of the City Council

FROM: Anita Lawrence, Co Interim Finance Director

APPROVED BY: _____
Arne Croce, Interim Chief Administrative Officer

SUBJECT: Authorization for New Local Agency Investment Fund (LAIF) Account

RECOMMENDATION:

Adopt a Resolution authorizing a new account for the Successor to the Community Redevelopment Agency of the City of Bell at the Local Agency Investment Fund (LAIF).

BACKGROUND AND DISCUSSION:

The City of Bell recently dissolved its Redevelopment Agency in response to actions of the California Legislature to eliminate all redevelopment agencies in the State. Once it became clear that this event was going to occur, the State Treasurer's Office notified all redevelopment agencies with LAIF accounts that those accounts would close since the Redevelopment Agencies themselves would no longer be valid. The notification by the State Treasurer did not allow enough time for agencies to establish new LAIF accounts for the redevelopment monies then being held at LAIF under the names of the redevelopment agencies before the February 1, 2012 deadline.

In response to the notification by the State Treasurer, many agencies withdrew all of their funds out of their respective LAIF redevelopment accounts and deposited those funds in their bank accounts. Bell was among those agencies that took that step. Consequently, the City of Bell now has all of the funds that were formerly in the LAIF redevelopment account sitting in a non interest bearing account at Wells Fargo Bank.

Staff is recommending that the City, acting as the successor agency, open a new LAIF account for deposit of those funds, entitled City of Bell Successor Agency Account. LAIF requires a resolution be adopted by the governing body.

FINANCIAL IMPACT

There is over $3 million in the account that will be transferred if approved, therefore, at the current annualized interest rate at LAIF, the annual earnings are estimated to be over $11,000.

Attachments:

1. Resolution

RESOLUTION 2012 – 31

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BELL, CALIFORNIA, APPROVING A NEW, LOCAL AGENCY INVESTMENT FUND ACCOUNT IN THE CALIFORNIA STATE TREASURY FOR INVESTING FUNDS ASSOCIATED WITH THE CITY'S ROLE AS SUCCESSOR AGENCY TO THE FORMER COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF BELL

WHEREAS, on December 29, 2011, the California Supreme Court issued its opinion in the case *California Redevelopment Association, et al. v. Ana Matosantos, etc., et al.*, Case No. S196861, and upheld the validity of Assembly Bill 1x26 ("AB1x26") and invalidated Assembly Bill 1x27; and

WHEREAS, the Court's decision results in the implementation of AB1x26 which dissolves all the redevelopment agencies in the State of California as of February 1, 2012; and

WHEREAS, the City is, by operation of law, the Successor Agency to the Redevelopment Agency for purposes of winding-down the Redevelopment Agency under AB1x26; and

WHEREAS, the City, as Successor Agency to the Redevelopment Agency, was notified by the California State Treasurer that the Local Agency Investment Fund (LAIF) account established in the name of the Community Redevelopment Agency of the City of Bell would be closed effective February 1, 2012, and

WHEREAS, all funds in the LAIF account were transferred to Wells Fargo Bank, and

WHEREAS, the LAIF account in the name of the Community Redevelopment Agency of the City of Bell was closed as of January 31, 2012, and

WHEREAS, Pursuant to Chapter 730 of the statutes of 1976 Section 16429.1 was added to the California Government Code to create a Local Agency Investment Fund in the State Treasury for the deposit of money of a local agency for purposes of investment by the State Treasurer; and

WHEREAS, the City of Bell, acting as successor agency to the former Community Redevelopment Agency of the City of Bell, does hereby find that the deposit and withdrawal of money in the Local Agency Investment Fund in accordance with the provisions of Section16429.1 of the Government Code for the purpose of investment as stated therein as in the best interests of the City of Bell.

NOW THEREFORE, BE IT RESOLVED, that the City of Bell, as successor agency to the former Community Redevelopment Agency of the City of Bell, does hereby authorize the deposit and withdrawal of monies in the Local Agency Investment Fund in the State Treasury in accordance with the provisions of Section 16429.1 of the

Government Code for the purpose of investment as stated therein, and verification by the State Treasurer's Office of all banking information provided in that regard.

BE IT FURTHER RESOLVED, that the following City of Bell officers **or their successors in office** shall be authorized to order the deposit or withdrawal of monies in the Local Agency Investment Fund:

Ali Saleh	Mayor
Danny Harber	Vice Mayor
Ana Gutierrez	City Treasurer
Arne Croce	Chief Administrative Officer (or City Manager)

ADOPTED AND APPROVED this 21st day of March 2012.

Ali Saleh, Mayor

APPROVED AS TO FORM:

David Aleshire, City Attorney

CERTIFICATE OF ATTESTATION AND ORIGINALITY

I, Patricia Healy, Interim City Clerk of the City of Bell, hereby attest to and certify that the foregoing resolution is the original resolution adopted by the Bell City Council at its regular meeting held on the 21st day of March, 2012, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Patricia Healy, Interim City Clerk

City of Bell
Agenda Report

DATE: March 21, 2012

TO: Mayor and Council Members

FROM: Terry Rodrigue, PE, City Engineer

APPROVED By:

Arne Croce, Interim Chief Administrative Officer

SUBJECT: Approval of a Resolution Accepting the Street Rehabilitation at Various Locations Project as Complete and File Notice of Completion.

RECOMMENDATION:

1. Accept the street rehabilitation at Various Locations Project (Randolph Street – from Otis to Atlantic; Woodward Avenue – from Gage Avenue to Randolph; Otis Avenue – from Otis to Corona; Weik Avenue – from Otis to Corona Improvements) as Complete; and,
2. Authorize Staff to File the Notice of Completion with the Los Angeles County Recorder

BACKGROUND:

On May 11, 2011, the City Council authorized RSCC (the former city engineer) to prepare plans, specifications and estimates (PS&E) for the Street Rehabilitation at Various Locations Project. On August 11th and 18th, 2011, the City Clerk publically advertised the Notice Inviting Bids and on August 23, 2011, at 11:00am, the City received six sealed bid proposals. In the presence of all proposers eight bid proposals were opened, read aloud, and recorded by the City Clerk.

On September 28, 2011, the City Council awarded a construction contract to the lowest responsive and responsible bidder, Hardy & Harper, Inc. in the amount of $356,900. The project roadway improvements consisted of street pavement asphalt overlay, minor concrete drainage improvements, traffic striping and street pavement markings at Randolph Street, Woodward Avenue, Otis Avenue and Weik Avenue locations.

At this time, all work has been completed in a total amount of $356,900 and there were no contract change orders. This amount is below the Engineer's Opinion of Construction Costs of $550,000 which is within the project construction budget and no additional funding is needed.

Hardy and Harper, Inc. has completed all work required under the contract and the project is ready for formal acceptance and filing of the Notice of Completion. If no liens or claims have been filed within 35 days of filing the Notice of Completion with the Los Angeles County Recorder, the City will release the retained funds due to Hardy & Harper, Inc.

FISCAL IMPACTS:

The Project is funded by $626,998 from Proposition 1B (Transportation Bond). The Project budget summary is provided in the table below.

Prop 1B Project Budget	$626,999
Engineering (PS&E)	$ 30,000
City Finance Department	$ 42,000
Construction Management	$ 30,000
Construction Cost	$ 356,900
Project Subtotal	**$ 458,900**
Project Funding Balance	**$ 168,099**

ATTACHMENTS:

1. Resolution No. 2012-
2. Improvement Plans
3. Notice of Completion

RESOLUTION NO. 2012-33

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BELL, CALIFORNIA, APPROVING STREET REHABILITATION AT VARIOUS LOCATIONS PROJECT IMPROVEMENTS AS COMPLETE, AND AUTHORIZING STAFF TO PREPARE AND FILE THE NOTICE OF COMPLETION WITH THE LOS ANGELES COUNTY RECORDER

WHEREAS, on September 28, 2011, the City Council authorized the award of a construction contract to the lowest responsive and responsible bidder, Hardy and Harper , Inc. to construct the Street Rehabilitation at Various Locations Projects; Randolph Street , Project No. 04-525-3737-0926; Woodward Avenue Project No. 04-525-3737-0928; Otis Avenue Project No. 04-525-3737-0988 and Weik Avenue Project No. 04-525-3737-0929 and;

WHEREAS, there were no contract change orders; and

WHEREAS, Hardy and Harper, Inc. has completed the work in accordance with the contract documents for the Project; and

WHEREAS, if no liens or claims have been filed within 35 days of filing the Notice of Completion, the retained payment funds and any remaining amount due will be released to Hardy and Harper, Inc.

NOW THEREFORE, BE IT RESOLVED, DETERMINED AND ORDERED by the City Council, in regular session assembled on March 21,2012, that:

1. The Project is accepted as complete; and
2. The City Engineer is authorized to prepare a Notice of Completion and the City Clerk is authorized to file a Notice of Completion with the Los Angeles County Recorder

PASSED, APPROVED, AND ADOPTED this 21st^{h} day of March 2012

_____
Mr. Ali Saleh
Mayor

APPROVED AS TO FORM:

_____

City Attorney

CERTIFICATE OF ATTESTATION AND ORIGINALITY

I, Patricia Healy, Interim City Clerk of the City of Bell, hereby attest to and certify that the foregoing resolution is the original resolution adopted by the Bell City Council at its regular meeting held on the 21st day of March, 2012, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

_____

Patricia Healy, Interim City Clerk

ATTACHMENT 2

CITY OF BELL

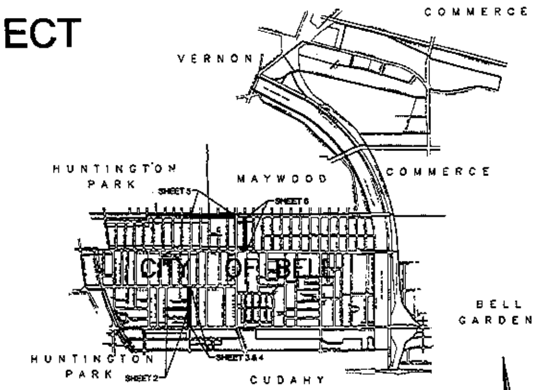
STREET REHABILITATION PROJECT

(VARIOUS LOCATIONS)*

PROJECT NO. 04-525-3737-0927

*STREET NAMES:

1. WEIK AVE. (FROM OTIS AVE. TO CORONA AVE.)
2. OTIS AVE. (FROM FLORENCE AVE. TO BELL AVE.)
3. RANDOLPH ST. (FROM OTIS AVE. TO ATLANTIC AVE.)
4. WOODWARD AVE. (FROM GAGE AVE. TO RANDOLPH ST.)



VICINITY MAP
NOT TO SCALE

NOT TO SCALE

GENERAL NOTES

1. ALL WORK SHALL BE PERFORMED IN ACCORDANCE WITH THE STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION ("SPECIFICATIONS") 2009 EDITION, AND AMERICAN PUBLIC WORKS ASSOCIATION STD. PLANS, 2009 EDITION AND CURRENT AMENDMENTS.
2. THE CONTRACTOR SHALL NOTIFY THE CITY ENGINEER FORTY-EIGHT (48) HOURS PRIOR TO STARTING ANY WORK; TELEPHONE NUMBER (323) 588-6211, EXT. 226.
3. THESE PLANS ARE HEREBY MADE A PART OF THE SPECIFICATIONS AND CONTRACTUAL AGREEMENT.
4. NO REVISION SHALL BE MADE TO THESE PLANS WITHOUT THE PRIOR APPROVAL OF THE CITY ENGINEER.
5. THE CONTRACTOR SHALL OBTAIN ALL NECESSARY CONSTRUCTION PERMITS FOR ALL WORK AS SHOWN ON THESE PLANS FROM THE CITY OF BELL.
6. ANY CONTRACTOR PERFORMING WORK AS INDICATED HEREON FOR THIS PROJECT SHALL FAMILIARIZE HIMSELF WITH THE SITE AND SHALL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO EXISTING FACILITIES RESULTING DIRECTLY OR INDIRECTLY FROM HIS OPERATIONS, WHETHER OR NOT SUCH FACILITIES ARE SHOWN ON THESE PLANS.
7. THE CONTRACTORS ATTENTION IS EXPRESSLY DIRECTED TO ALL THE REQUIREMENTS AND PROVISIONS OF THE STATE OF CALIFORNIA SAFETY REGULATIONS. CONFORMANCE THERETO SHALL BE STRICTLY ENFORCED DURING THE ENTIRE LIFE OF THE CONTRACT.
8. THE CONTRACTOR SHALL DISPOSE OF ALL SURPLUS EARTH EXCAVATION OUTSIDE OF THE PROJECT AREA UNLESS APPROVED OTHERWISE BY THE CITY ENGINEER. ALL AC AND CONCRETE REMOVALS SHALL BE DISPOSED OF OFF-SITE.
9. THE CONTRACTOR SHALL REVIEW AND VERIFY ALL CONDITIONS AND DIMENSIONS AT THE JOB SITE BEFORE COMMENCING ANY PORTION OF THE WORK; COMPARE ACTUAL CONDITIONS WITH DRAWINGS TO ASCERTAIN CONDITIONS UNDER WHICH WORK IS TO BE PERFORMED; CHECK AND CONFIRM LOCATION OF EXISTING STRUCTURES, EQUIPMENT, AND UTILITIES WHICH MAY AFFECT WORK. COMMENCEMENT OF WORK SHALL CONSTITUTE FULL ACCEPTANCE OF EXISTING SITE CONDITIONS. THE CONTRACTOR SHALL REPORT ALL DISCREPANCIES TO THE CITY ENGINEER PRIOR TO THE COMMENCEMENT OF WORK.
10. THE CONTRACTOR SHALL ENACT ALL MEASURES TO PROTECT AND SAFEGUARD WORKERS AND THE GENERAL PUBLIC FROM INJURY DURING THE ENTIRE TIME OF CONSTRUCTION; MAINTAIN THE JOB SITE IN A ORDERLY, CLEAN MANNER THROUGHOUT THE COURSE OF WORK AND NOT BLOCK LEGAL EXITS OR ENTRANCES; LEAVE WORK AREA CLEAN, FREE OF DEBRIS AT THE END OF EACH DAY; AND COMPLY WITH ALL APPLICABLE CODES.
11. ALL CONCRETE AND ASPHALT CONCRETE PAVEMENT TO BE REMOVED SHALL BE REMOVED UTILIZING A SAW CUT, MINIMUM CUT DEPTH 1 1/2" AND/OR OTHER METHODS AS APPROVED BY THE CITY ENGINEER.
12. THE CONTRACTOR SHALL ADJUST ALL UTILITY VALVE BOXES, MANHOLES, ETC. TO GRADE UPON COMPLETION OF PAVING. CONCRETE PAVEMENT SHALL BE USED TO PATCH AROUND RAISED UTILITIES IN CONCRETE STREETS; ASPHALT CONCRETE PAVEMENT IN ASPHALT CONCRETE STREETS.
13. THE CONTRACTOR SHALL REPLACE IN KIND, TO THE SATISFACTION OF THE CITY ENGINEER, ANY PAVING, CURB AND GUTTER OR OTHER IMPROVEMENTS CUT, REMOVED, OR DAMAGED IN CONJUNCTION WITH THIS PROJECT.
14. THE CONTRACTOR AGREES THAT HE SHALL ASSUME SOLE AND COMPLETE RESPONSIBILITY FOR JOB SITE CONDITIONS DURING THE COURSE OF CONSTRUCTION OF THIS PROJECT, INCLUDING SAFETY OF ALL PERSONS AND PROPERTY; THAT THIS REQUIREMENT SHALL APPLY CONTINUOUSLY AND NOT BE LIMITED TO NORMAL WORKING HOURS; AND THAT THE CONTRACTOR SHALL DEFEND, INDEMNIFY AND HOLD THE CITY, THE CITY ENGINEER, AND THEIR REPRESENTATIVE, HARMLESS FROM ANY AND ALL LIABILITY, REAL OR ALLEGED, IN CONNECTION WITH THE PERFORMANCE OF WORK ON THIS PROJECT, EXCEPTING FOR LIABILITY ARISING FROM THE SOLE NEGLIGENCE OF THE CITY OR THE CITY ENGINEER.
15. THE CONTRACTOR SHALL PROVIDE DUST CONTROL AND TRAFFIC CONTROL AT ALL TIMES TO THE SATISFACTION OF THE CITY ENGINEER, AND SHALL BE IN COMPLIANCE WITH SOUTH COAST AIR QUALITY MANAGEMENT DISTRICT (A.Q.M.D.) RULE 403 FOR MITIGATING DUST CONTROL.
16. BARRICADES WITH FLASHING LIGHTS ARE TO BE MAINTAINED ON ALL OBSTRUCTIONS WITHIN EXISTING STREET RIGHT-OF-WAYS AT ALL TIMES. CONSTRUCTION WARNING SIGNS AND FLAGMEN ARE TO BE PRESENT AT THE JOB SITE.
17. UPON COMPLETION OF THIS PROJECT, THE CONTRACTOR SHALL BE RESPONSIBLE FOR REPAIRING ANY DAMAGE INCURRED DUE TO HIS OPERATION.
18. THE CONTRACTOR SHALL NOTIFY UNDERGROUND SERVICE ALERT AT (800) 422-4133 TWO (2) DAYS PRIOR TO BEGINNING WORK.
19. ABBREVIATIONS INDICATED ON THE PLANS SHALL BE IN ACCORDANCE WITH SECTION 1-3 OF THE "SPECIFICATIONS".
20. CIRCLED NUMBERS (FOR EXAMPLE, ①) REFER TO CONSTRUCTION LEGEND NUMBERS.

NOTICE TO CONTRACTOR(S)

1. ALL AVAILABLE RECORDS FROM THE CITY AND UTILITY COMPANIES INVOLVED HAVE BEEN INVESTIGATED AND ALL KNOWN UTILITY CONDUITS AND SUBSTRUCTURES ARE SHOWN HEREON. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO LOCATE ALL UTILITY CONDUITS AND SUBSTRUCTURES SHOWN OR NOT SHOWN ON THESE PLANS. THE CONTRACTOR SHALL BEAR THE TOTAL EXPENSE OF REPAIR AND/OR REPLACEMENT OF SAID UTILITY CONDUITS AND SUBSTRUCTURES DAMAGED BY HIS OPERATION IN CONNECTION WITH THE LIMITS OF THIS PROJECT.
2. EXISTING UTILITIES SHALL BE MAINTAINED IN-PLACE BY THE CONTRACTOR, UNLESS OTHERWISE NOTED. RELOCATION OR REMOVAL OF ANY EXISTING UTILITIES NOT COVERED BY THESE PLANS SHALL BE PERFORMED BY OR UNDER THE DIRECTION OF THE RESPECTIVE UTILITY OWNERS AT THE EXPENSE OF THE CONTRACTOR.
3. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PRESERVATION OF ALL, IF ANY, EXISTING SURVEY MONUMENTS.
4. THE CONTRACTOR SHALL POSSESS A VALID STATE CONTRACTOR'S LICENSE AND SHALL BE REQUIRED TO POSSESS A VALID CITY BUSINESS LICENSE WHILE PERFORMING WORK ON THIS PROJECT.
5. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL REQUIRED PERMITS PRIOR TO COMMENCEMENT OF ANY WORK COVERED BY THESE PLANS.
6. THE ENGINEER SHALL NOT BE RESPONSIBLE FOR, OR LIABLE FOR UNAUTHORIZED CHANGES TO OR USES OF THESE PLANS. ALL CHANGES TO THE PLANS MUST BE IN WRITING AND MUST BE APPROVED BY THE ENGINEER.

PRIVATE ENGINEER'S NOTICE TO CONTRACTORS

THE EXISTENCE AND LOCATION OF ANY UNDERGROUND UTILITY PIPES OR STRUCTURES SHOWN ON THESE PLANS WERE OBTAINED BY A SEARCH OF AVAILABLE RECORDS. THE CONTRACTOR IS REQUIRED TO TAKE DUE PRECAUTIONARY MEASURES TO PROTECT THE UTILITIES SHOWN AND ANY OTHER LINES OR STRUCTURES NOT SHOWN ON THESE PLANS.

ALL CONTRACTORS AND SUBCONTRACTORS PERFORMING WORK SHOWN ON OR RELATED TO THESE PLANS SHALL CONDUCT THEIR OPERATIONS SO THAT ALL EMPLOYEES ARE PROVIDED A SAFE PLACE TO WORK AND THE PUBLIC IS PROTECTED. ALL CONTRACTORS AND SUBCONTRACTORS SHALL COMPLY WITH THE "OCCUPATIONAL SAFETY AND HEALTH REGULATION" OF THE U.S. DEPARTMENT OF LABOR, AND THE STATE OF CALIFORNIA DEPARTMENT OF INDUSTRIAL RELATIONS' "CONSTRUCTION SAFETY ORDERS."

THE CITY ENGINEER SHALL NOT BE RESPONSIBLE IN ANY WAY FOR THE CONTRACTORS' AND SUBCONTRACTORS' COMPLIANCE WITH THE "OCCUPATIONAL SAFETY AND HEALTH REGULATIONS" OF THE U.S. DEPARTMENT OF LABOR OR WITH THE STATE OF CALIFORNIA DEPARTMENT OF INDUSTRIAL RELATIONS' "CONSTRUCTION SAFETY ORDERS."

CONTRACTOR FURTHER AGREES THAT HE SHALL ASSUME SOLE AND COMPLETE RESPONSIBILITY FOR JOB SITE CONDITIONS DURING THE COURSE OF CONSTRUCTION OF THIS PROJECT, INCLUDING SAFETY OF ALL PERSONS AND PROPERTY; THAT THIS REQUIREMENT SHALL APPLY CONTINUOUSLY AND NOT BE LIMITED TO NORMAL WORKING HOURS; AND THAT THE CONTRACTOR SHALL DEFEND, INDEMNIFY AND HOLD THE OWNER AND THE ENGINEER HARMLESS FROM ANY AND ALL LIABILITY, REAL OR ALLEGED, IN CONNECTION WITH THE PERFORMANCE OF WORK ON THIS PROJECT, EXCEPTING FOR LIABILITY ARISING FROM THE SOLE NEGLIGENCE OF THE OWNER OR THE ENGINEER.

LIST OF STANDARD DRAWINGS

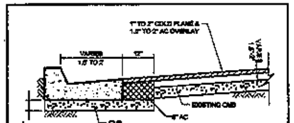
- STANDARD PLANS FOR CONSTRUCTION OF LOCAL STREETS AND ROADS, JULY 2009 (STATE OF CALIFORNIA) AND CURRENT AMENDMENTS.
- STANDARD PLANS FOR PUBLIC WORKS CONSTRUCTION - 2009 EDITION AMERICAN PUBLIC WORKS ASSOCIATION-SOUTHERN CALIFORNIA CHAPTER AND CURRENT AMENDMENTS.

TITLE	PLAN No.
110-2	DRIVEWAY APPROACHES
111-2	CURB RAMP
112-2	CURB AND SIDEWALK JOINTS
113-2	SIDEWALK AND DRIVEWAY REPLACEMENT
120-2	CURB AND GUTTER - BARRIER
205-2	SEWER MANHOLE FRAME & COVER ADJUSTMENT
520-4	TREE PLANTING

DIGALERT
Call Toll Free
1-800-227-2600
2 Working Days Before You Dig

STRIPING GENERAL NOTES

1. All striping and pavement markings shall be the responsibility of the CONTRACTOR and shall conform to Section 84 and 85 of the latest edition of the Caltrans Standard Specifications and the appropriate details in the Caltrans Traffic Manual.
2. For all references to details or figures shown hereon, refer to the latest edition of the Caltrans Standard Plans A20A - A20D and A24A - A24E.
3. All lane striping at intersection approaches without crosswalks or limit lines shall end 10 feet from the extension of the intersecting curb line.
4. Lane widths shall be measured between the center lines of each adjacent single or double stripe or top of curb as appropriate.
5. All lane lines at intersection approaches and departures shall begin and end with 50 feet of continuous raised pavement markers.
6. All curb markings shall be re-painted with 2 coats of paint.
7. Paint shall be applied under suitable weather conditions and per the paint manufacturers label recommendations for pavement and ambient temperature requirements. Paint shall not be applied if rain is forecasted within 24 hours.
8. Thinning of paint shall not be allowed.
9. All striping shall include raised pavement markers (RPMs) per the appropriate Caltrans Traffic Manual details.
10. Raised pavement markers (RPMs) shall be ceramic or ABS (Acrylonitrile-Butadiene-Styrene) plastic. Approved RPM types are as follows: a) Type A and AY ceramic - four inch diameter (4") (white or yellow), b) 1 - or 2-way reflective ABS - four inches by four inches (4" x 4") Square. Minimum RPM thickness shall be 15 mils. RPMs shall be affixed with machined applied hot bitumen or standard set epoxy (part A and B).
11. CONTRACTOR shall remove all conflicting painted lines, markings, pavement legends by sandblasting. Sandblasting debris shall be removed before the end of each work day.
12. The CONTRACTOR shall obtain approval from the City Engineer on the cat track layout before the start of any striping details.
13. The CONTRACTOR shall notify the City Engineer upon the completion of striping and signing.
14. Section 84-3.02 "Materials" of the latest edition of the Caltrans Standard Specifications is amended to read as follows: Paint for traffic stripes shall conform to the following Caltrans Specifications: Rapid Dry Water-borne, white and yellow 8010-42L-30 or 8010-61G-10 (low VOC (Volatile Organic Compound) and lead-based paints are prohibited). Glass beads shall conform to Caltrans Standard Specifications No. 8010-51J-22 (Type I - Moisture Proof). Copies of the latest edition of the Caltrans Standard Specifications for traffic paint and glass beads may be obtained from the Transportation Laboratory, P.O. Box 19128, Sacramento, CA 95819; (916) 739-2400.
15. The CONTRACTOR shall re-paint all curb markings as shown on the plan. All conflicting curb markings shall be sandblasted.
16. All crosswalks, limit lines and pavement markings shall be thermoplastic.
17. All new signs shall be standard size with diamond grade sheeting and graffiti film.
18. Installation of in-road warning lighting system shall not be done without the written approval of the City Engineer, public works inspector, or designee. In-road lights shall be placed 18 inches from the outer edge of the crosswalk and 5' apart as shown on plan. The City Engineer or designee must approve any changes due to plan discrepancies or revisions.
19. Existing equipment not to be reused shall be salvaged and delivered to the City of Bell maintenance yard by the CONTRACTOR.



CURB AND GUTTER DETAIL
N.T.S

PROJECT CONTACTS

WATER:	GOLDEN STATE WATER COMPANY 12035 S. BURKE STREET, SUITE 1 SANTA FE SPRINGS, CA 90670 (562) 907-6200, EXT 417 (562) 907-7060 FAX CONTACT: KEITH McCOY
GAS:	SOUTHERN CALIFORNIA GAS COMPANY 701 N. BULLIS ROAD COMPTON, CA 90221-2253 (310) 687-2021 (310) 605-7866 Fax (310) 366-4152 Pg. CONTACT: GAIL ETHERLY
ELECTRICITY:	SOUTHERN CALIFORNIA EDISON COMPANY 1924 CASHDAN ST. COMPTON, CA 90220 (310) 608-5153 (310) 608-5033 FAX CONTACT: MIKE FRAZER
TELEPHONE:	AT&T CALIFORNIA 100 N. STONEMAN AVE. ALHAMBRA, CA 91801 (626) 308-4642 (626) 576-7167 FAX CONTACT: ALAN SETTLES
TV CABLE:	TIME WARNER CABLE 14338 LAKEWOOD BLVD. BELLFLOWER, CA 90706 (562) 259-2209 (562) 259-2190 FAX CONTACT: GENE HARRICAN
STORM DRAIN:	CITY OF BELL 6330 PINE AVENUE BELL, CA 90201-1291 (323) 588-6211 EXT. 220 (323) 771-9473 FAX CONTACT: LUIS MEDINA

CARLOS ALVARADO No. 19657 Exp. 3/31/11 CIVIL STATE OF CALIFORNIA REGISTERED PROFESSIONAL ENGINEER

INDEX TO DRAWINGS

1 OF 6............TITLE SHEET.
2 OF 6............WEIK AVE. (FROM OTIS AVE. TO CORONA AVE.)
3 OF 6............OTIS AVE. (FROM FLORENCE AVE. TO STA. 10+50)
4 OF 6............OTIS AVE. (STA. 10+50 TO BELL AVE.)
5 OF 6............RANDOLPH ST. (FROM OTIS AVE. TO ATLANTIC AVE.)
6 OF 6............WOODWARD AVE. (FROM GAGE AVE. TO RANDOLPH ST.)

REVISIONS				REFERENCES
NUMBER	DATE	REVISION	APPR.	

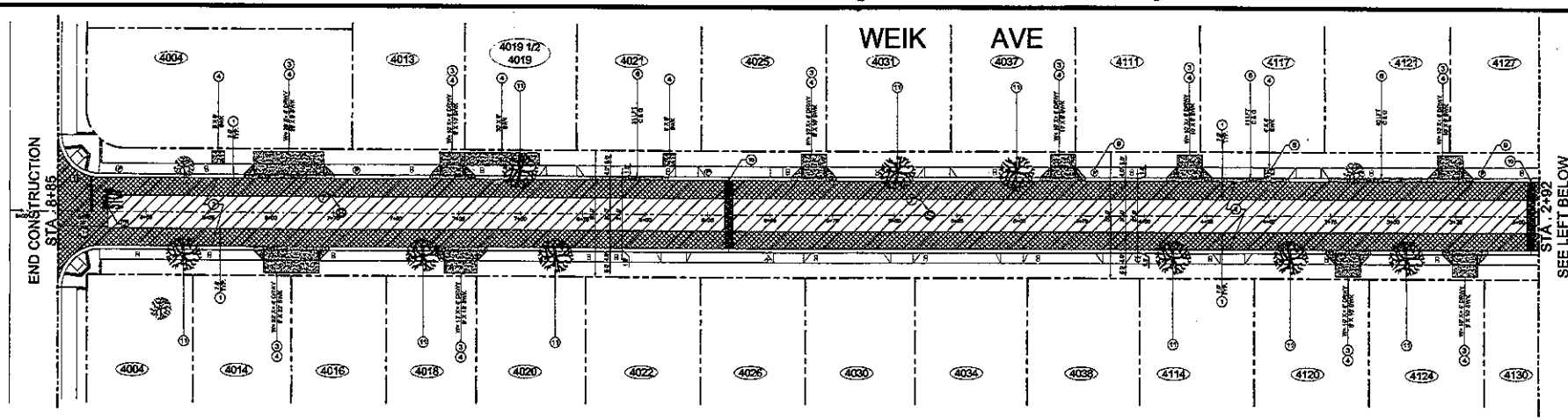
RSCC Engineering, INC.
15900 E. EDNA PLACE SUITE 100
IRWINDALE, CALIFORNIA 91706

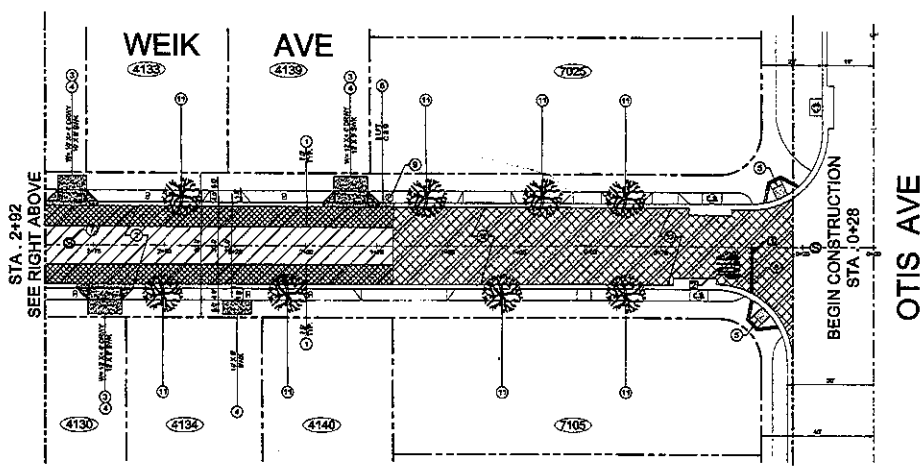
DRAWN BY: BN	JULY, 2011
DESIGNED BY: RP	JULY, 2011
CHECKED BY: RP	JULY, 2011

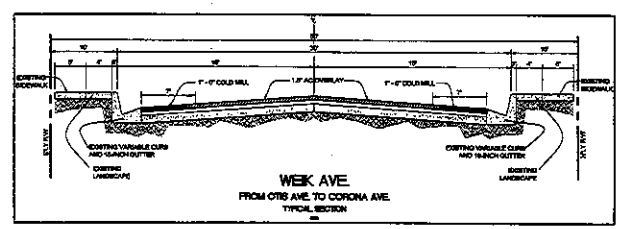
CITY OF BELL
APPROVED BY:
CARLOS ALVARADO, RCE 19657
CITY ENGINEER
DATE: 8/2/11

STREET REHABILITATION PROJECT
(VARIOUS LOCATIONS)
TITLE SHEET
CITY OF BELL
1 OF 6

49







STRIPING NOTES

1. INSTALL 12" WIDE WHITE LANE PER CALTRANS STD. PLAN A24E, "THERMOPLASTIC"
2. INSTALL LEGEND PER CALTRANS STD. PLAN A24G, "THERMOPLASTIC"

LEGEND

- PROPOSED AC OVERLAY
- PROPOSED AC PATCH
- PROPOSED COLDMILL
- PROPOSED PCC AREAS
- WATER VALVE
- GAS VALVE
- WATER METER PULLBOX
- ELECTRIC METER BOX
- POWER POLE
- SEWER MANHOLE
- ADDRESS
- FIRE HYDRANT
- STORM DRAIN MANHOLE
- EDISON VAULT /COVER

CONSTRUCTION NOTES

(ALL NOTES MAY NOT APPLY TO THIS SHEET)

1. VARIABLE COLD MILL 1-INCH TO 0-INCH (EXISTING PAVEMENT SEE CROSS SECTION PER DETAIL.
2. CONSTRUCT 1.5-INCH AC ARHM (G)-C (PG 64-16).
3. REMOVE EXISTING AND CONSTRUCT PCC DRIVEWAY APPROACH PER APWA STD. PLAN 110-2. (INCLUDING DEPRESSED CURB AND GUTTER.)
4. REMOVE EXISTING AND CONSTRUCT 4-INCH THICK PCC SIDEWALK OVER COMPACTED NATIVE PER APWA STD. PLAN 113-2 .
5. CONSTRUCT "TRUNCATED DOME/DETECTABLE WARNING SURFACE, (COLOR "YELLOW"). SAFETY STEP TO TYPE OR APPROVED EQUAL.
6. REMOVE EXISTING AND CONSTRUCT 5-INCH TO 8-INCH VARIABLE CURB AND 16-INCH GUTTER PER APWA STD PLAN 120-2.
7. ADJUST TO GRADE SEWER/ STORM DRAIN MANHOLE FRAME & COVER PER APWA STD PLAN 205-2.
8. ADJUST GASWATER VALVE TO GRADE.
9. PROTECT IN PLACE.
10. REMOVE, SALVAGE AND RE-INSTALL SPEED HUMP IN KIND.
11. PLANT 24-INCH BOX BRADFORD PEAR TREE PER APWA STD. PLAN 520-4 .
12. REMOVE 6-INCH EXISTING AC PAVEMENT AND CONSTRUCT 3-INCH BASE COURSE S-PG 64-10.

CARLOS M. ALVARADO
NO. 19957
EXP. 12/31/11

SCALE 1" = 20'

NOTE TO CONTRACTOR

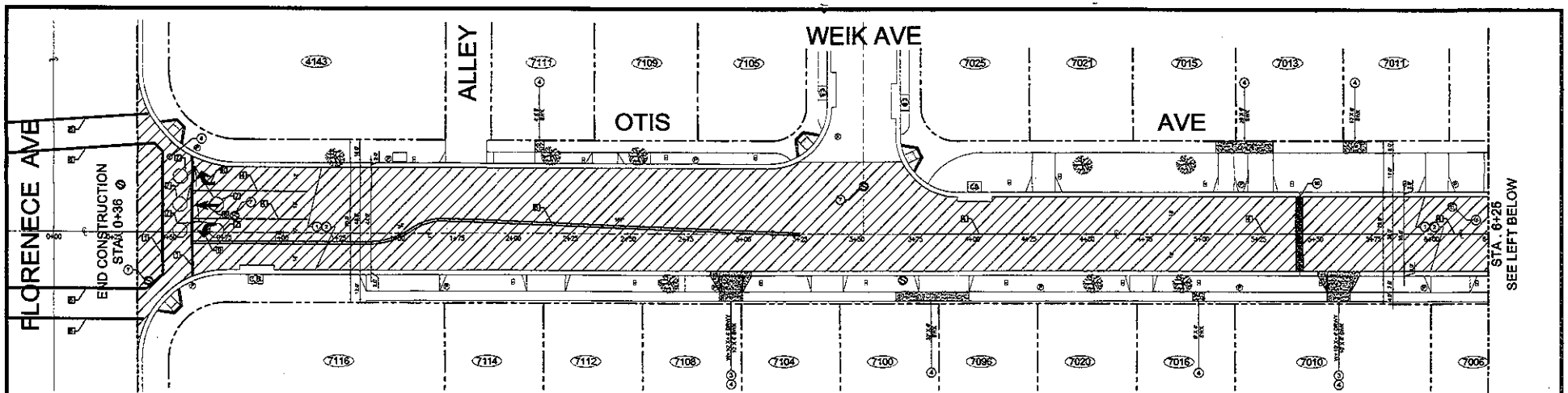
FOR CONSTRUCTION OF IMPROVEMENTS

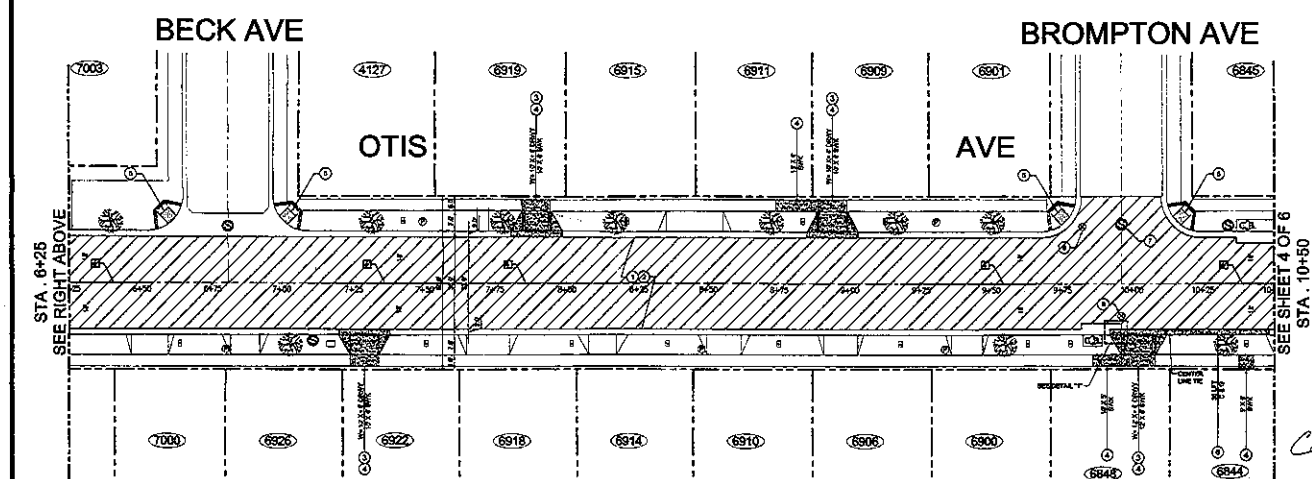
THE CITY WILL LAYOUT THE PRECISE LOCATION OF ALL CONCRETE REMOVALS AND OTHER IMPROVEMENTS SHOWN ON THE PLANS. THESE IMPROVEMENTS AS SHOWN MAY VARY SLIGHTLY AS TO LOCATION. CONTRACTOR SHALL BE RESPONSIBLE FOR CONSTRUCTION AND QUANTITIES AS MARKED OUT BY THE CITY.

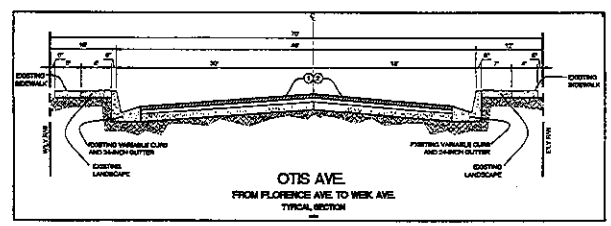
DIGALERT
Call Toll Free
1-800-227-2600
2 Working Days Before You Dig

REVISIONS	REFERENCES	RSCC Engineering, INC.	CITY OF BELL	WEIK AVE. STREET REHABILITATION PROJECT
		DRAWN BY: RM JULY, 2011	APPROVED BY: CARLOS ALVARADO, RCE 19957 CITY ENGINEER	(FROM OTIS AVE. TO CORONA AVE.)
		DESIGNED BY: RP JULY, 2011	DATE: 8/2/11	CITY OF BELL
		CHECKED BY: RP JULY, 2011		2 OF 6

50







CONSTRUCTION NOTES

(ALL NOTES MAY NOT APPLY TO THIS SHEET)

1. VARIABLE COLD MILL 1.5-INCH EXISTING PAVEMENT SEE CROSS SECTION PER DETAIL.
2. CONSTRUCT 2-INCH AC ARHM GG-C (PG 64-16).
3. REMOVE EXISTING AND CONSTRUCT PCC DRIVEWAY APPROACH PER APWA STD. PLAN 110-2. (INCLUDING DEPRESSED CURB AND GUTTER.)
4. REMOVE EXISTING AND CONSTRUCT 4-INCH THICK PCC SIDEWALK OVER COMPACTED NATIVE PER APWA STD. PLAN 113-2.
5. CONSTRUCT TRUNCATED DOME/DETECTABLE WARNING SURFACE. (COLOR "YELLOW"). SAFETY STEP TO TYPE OR APPROVED EQUAL.
6. REMOVE EXISTING AND CONSTRUCT 5-INCH TO 8-INCH VARIABLE CURB AND 18-INCH GUTTER PER APWA STD PLAN 120-2.
7. ADJUST TO GRADE SEWER/STORM DRAIN MANHOLE FRAME & COVER PER APWA STD PLAN 205-2.
8. ADJUST GAS/WATER VALVE TO GRADE.
9. PROTECT IN PLACE.
10. REMOVE, SALVAGE AND RE-INSTALL SPEED HUMP IN KIND.
11. PLANT 24-INCH BOX BRADFORD PEAR TREE PER APWA STD. PLAN 320-4.
12. REMOVE 6-INCH EXISTING AC PAVEMENT AND CONSTRUCT 6-INCH BASE COURSE B-PG 64-10.
13. CONSTRUCT PCC CURB RAMP PER APWA STD. PLAN 111-4 CASE A, TYPE 1, 30-IN.
14. BY OTHERS. CONTRACTOR SHALL CONTACT SCE PER ADJUSTMENT. CONTACT MIKE FRAZER AT (310) 608-6163.

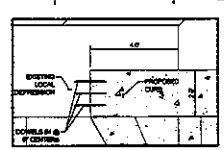
LEGEND

- PROPOSED AC OVERLAY
- PROPOSED AC PATCH
- PROPOSED COLDMILL
- PROPOSED PCC AREAS
- WATER VALVE
- GAS VALVE
- WATER METER PULLBOX
- ELECTRIC METER BOX
- POWER POLE
- SEWER MANHOLE
- ADDRESS
- FIRE HYDRANT
- STORM DRAIN MANHOLE
- EDISON VAULT/COVER

SCALE 1" = 20'

STRIPING NOTES

1. INSTALL 12" WIDE WHITE LINE PER CALTRANS STD. PLAN A24E, "THERMOPLASTIC"
2. INSTALL LEGEND PER CALTRANS STD. PLAN A24D, "THERMOPLASTIC"
3. INSTALL CALTRANS DETAIL 21 & 23 50-FOOT BREAK LINE AT INTERSECTIONS. "THERMOPLASTIC"
4. INSTALL CALTRANS DETAIL 1 & 4 W/ 50-FOOT BREAK LINE AT INTERSECTIONS. "THERMOPLASTIC"
5. INSTALL 12" WIDE YELLOW LINE PER CALTRANS STD. PLAN A24E. "THERMOPLASTIC"
6. REPAINT EXISTING STRIPING. "THERMOPLASTIC"
7. ABANDON LOOPS
8. INSTAL CALTRANS TYPE I ARROW.
9. INSTAL CALTRANS TYPE IV (LT) ARROW.
10. INSTAL CALTRANS TYPE IV (RT) ARROW.



CURB TO LOCAL DEPRESSION JOIN
DETAIL "1"

DIGALERT
Call Toll Free
1-800-227-2600
2 Working Days Before You Dig

NOTE TO CONTRACTOR
FOR CONSTRUCTION OF IMPROVEMENTS

THE CITY WILL LAYOUT THE PRECISE LOCATION OF ALL CONCRETE REMOVALS AND OTHER IMPROVEMENTS SHOWN ON THE PLANS. THESE IMPROVEMENTS AS SHOWN MAY VARY SLIGHTLY AS TO LOCATION. CONTRACTOR SHALL BE RESPONSIBLE FOR CONSTRUCTION AND QUANTITIES AS MARKED OUT BY THE CITY.

REVISIONS	REFERENCES
NUMBER / DATE / REVISION / APPROVE	

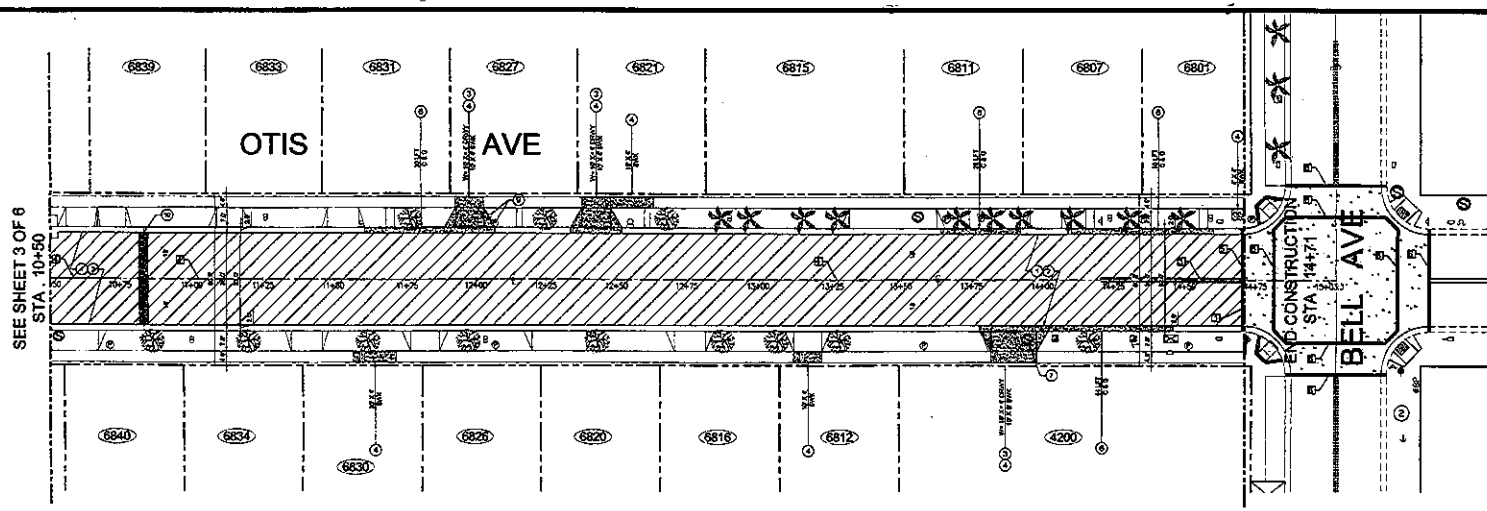
RSCC Engineering, INC.
12000 E. SERRA PLACE SUITE 100
BARNDALE, CALIFORNIA 91708
T: (626) 960-1888
F: (626) 960-8022

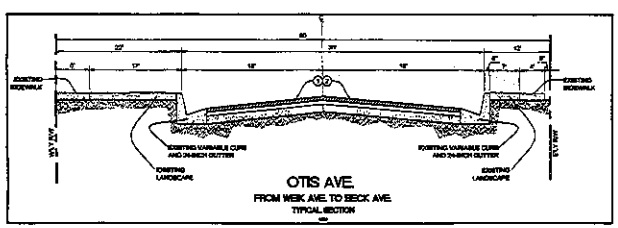
DRAWN BY: SM	JULY, 2011
DESIGNED BY: RF	JULY, 2011
CHECKED BY: RF	JULY, 2011

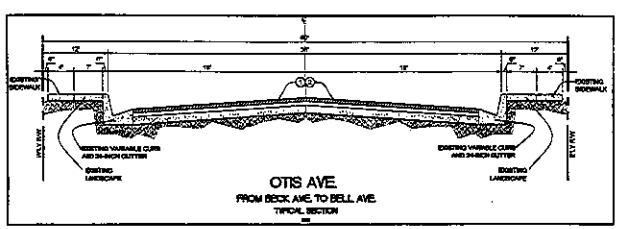
CITY OF BELL
APPROVED BY:
CARLOS ALVARADO, RCE 19857
CITY ENGINEER
DATE: 8/2/11

OTIS AVE.
STREET REHABILITATION PROJECT
(FROM FLORENCE AVE. TO STA. 10+50)
CITY OF BELL

51







CONSTRUCTION NOTES

(ALL NOTES MAY NOT APPLY TO THIS SHEET)

1. VARIABLE COLD MILL 1.5-INCH EXISTING PAVEMENT SEE CROSS SECTION PER DETAIL.
2. CONSTRUCT 3-INCH AC ARHM GG-C (PG 64-16).
3. REMOVE EXISTING AND CONSTRUCT PCC DRIVEWAY APPROACH PER APWA STD. PLAN 110-2. (INCLUDING DEPRESSED CURB AND GUTTER.)
4. REMOVE EXISTING AND CONSTRUCT 4-INCH THICK PCC SIDEWALK OVER COMPACTED NATIVE PER APWA STD. PLAN 113-2 .
5. CONSTRUCT TRUNCATED DOME/DETECTABLE WARNING SURFACE, (COLOR "YELLOW"), SAFETY STEP TO TYPE OR APPROVED EQUAL.
6. REMOVE EXISTING AND CONSTRUCT 5-INCH TO 6-INCH VARIABLE CURB AND 18-INCH GUTTER PER APWA STD PLAN 120-2.
7. ADJUST TO GRADE SEWER/ STORM DRAIN MANHOLE FRAME & COVER PER APWA STD PLAN 206-2.
8. ADJUST GASWATER VALVE TO GRADE.
9. PROTECT IN PLACE.
10. REMOVE, SALVAGE AND RE-INSTALL SPEED HUMP IN KIND.
11. PLANT 24-INCH BOX BRADFORD PEAR TREE PER APWA STD. PLAN 520-4 .
12. REMOVE 6-INCH EXISTING AC PAVEMENT AND CONSTRUCT 5-INCH BASE COURSE B-PG 64-10.
13. CONSTRUCT PCC CURB RAMP PER APWA STD. PLAN 111-4 CASE A, TYPE 1, X=4'.
14. BY OWNERS. CONTRACTOR SHALL CONTACT SCE PER ADJUSTMENT. CONTACT MIKE FRAZER AT (310) 608-6153.

STRIPING NOTES

1. INSTALL 12" WIDE WHITE LINE PER CALTRANS STD. PLAN A24E. "THERMOPLASTIC"
2. INSTALL LEGEND PER CALTRANS STD. PLAN A24D. "THERMOPLASTIC"
3. INSTALL CALTRANS DETAIL 21 & 22 50-FOOT BREAK LINE AT INTERSECTIONS. "THERMOPLASTIC"
4. INSTALL CALTRANS DETAIL 1 & 4 W 50-FOOT BREAK LINE AT INTERSECTIONS. "THERMOPLASTIC"
5. INSTALL 12" WIDE YELLOW LINE PER CALTRANS STD. PLAN A24E. "THERMOPLASTIC"
6. REPAINT EXISTING STRIPING. "THERMOPLASTIC"
7. ABANDON LOOPS
8. INSTAL CALTRANS TYPE I ARROW.
9. INSTAL CALTRANS TYPE IV (LT) ARROW.
10. INSTAL CALTRANS TYPE IV (RT) ARROW.

LEGEND

- PROPOSED AC OVERLAY
- PROPOSED AC PATCH
- PROPOSED COLDMILL
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- WATER VALVE
- GAS VALVE
- WATER METER PULLBOX
- ELSCTRIC METER BOX
- POWER POLE
- SEWER MANHOLE
- ADDRESS
- FIRE HYDRANT
- STORM DRAIN MANHOLE
- EDISON VAULT /COVER

DIGALERT

Call Toll Free
1-800-227-2600
2 Working Days Before You Dig

NOTE TO CONTRACTOR
FOR CONSTRUCTION OF IMPROVEMENTS

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No. 19957
Exp. 8/26/11

SCALE 1"=20'

REVISIONS	REFERENCES
NUMBER / DATE / REVISION / APPVD.	

RSCC Engineering, INC.
13309 S. EDNA PLACE SUITE 103
BONNOCKLE, CALIFORNIA 91709
T: (626) 850-4850
F: (626) 850-4062

DRAWN BY: BM	JULY, 2011
DESIGNED BY: RF	JULY, 2011
CHECKED BY: RF	JULY, 2011

CITY OF BELL
APPROVED BY :
CARLOS ALVARADO, RCE 19957
CITY ENGINEER
DATE: 8/26/11

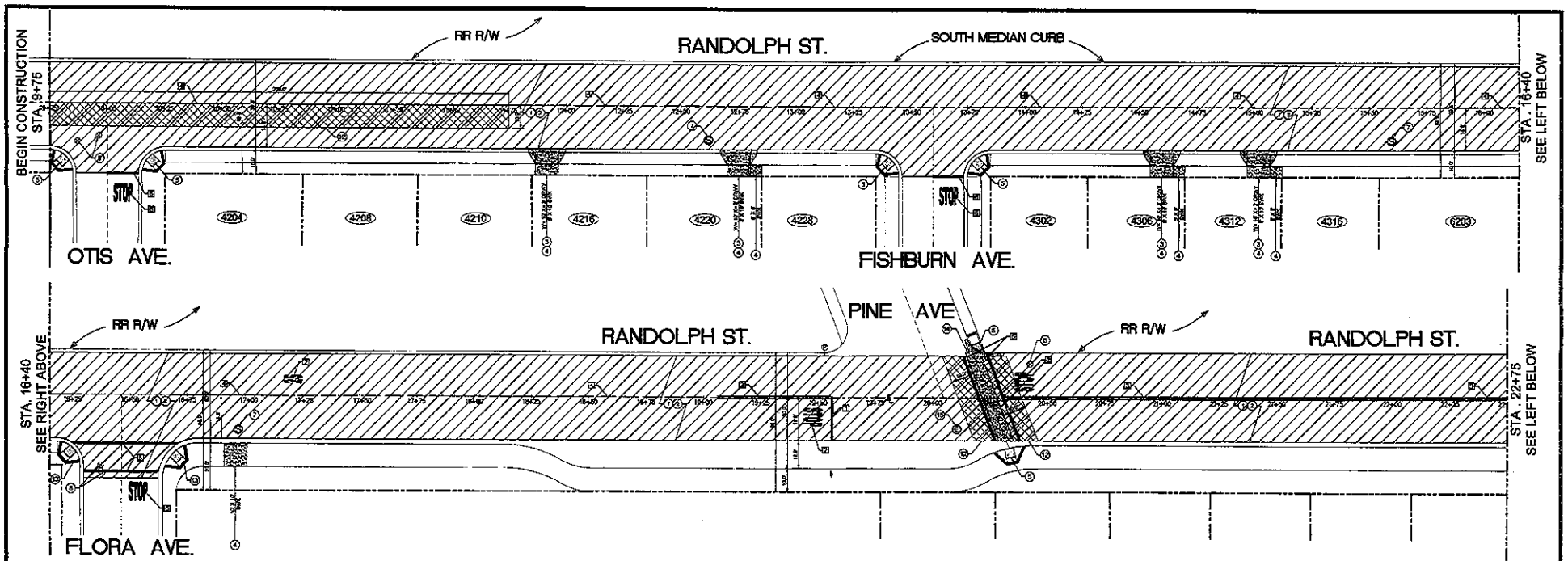
OTIS AVE. STREET REHABILITATION PROJECT

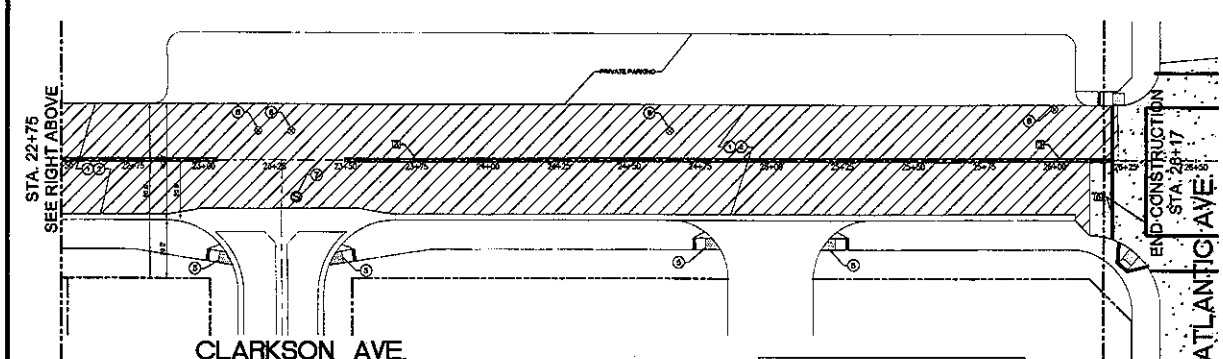
(STA. 10+50 TO BELL AVE.)

CITY OF BELL

4 OF 6

52





LEGEND

- PROPOSED AC OVERLAY
- PROPOSED AC PATCH
- PROPOSED COLDMILL
- PROPOSED PCC AREAS
- WATER VALVE
- GAS VALVE
- WATER METER PULLBOX
- ELECTRIC METER BOX
- POWER POLE
- SEWER MANHOLE
- ADDRESS
- FIRE HYDRANT
- STORM DRAIN MANHOLE
- EDISON VAULT/COVER

CONSTRUCTION NOTES

(ALL NOTES MAY NOT APPLY TO THIS SHEET)

1. VARIABLE COLD MILL 2-INCH TO 0-INCH EXISTING PAVEMENT SEE CROSS SECTION PER DETAIL.
2. CONSTRUCT 2-INCH AC ARHM GG-C (PG 64-16).
3. REMOVE EXISTING AND CONSTRUCT PCC DRIVEWAY APPROACH PER APWA STD. PLAN 110-2. (INCLUDING DEPRESSED CURB AND GUTTER.)
4. REMOVE EXISTING AND CONSTRUCT 4-INCH THICK PCC SIDEWALK OVER COMPACTED NATIVE PER APWA STD. PLAN 113-2.
5. CONSTRUCT TRUNCATED DOME/DETECTABLE WARNING SURFACE. (COLOR:"YELLOW"). SAFETY STEP TO TYPE OR APPROVED EQUAL.
6. REMOVE EXISTING AND CONSTRUCT 5-INCH TO 6-INCH VARIABLE CURB AND 18-INCH GUTTER PER APWA STD PLAN 120-2.
7. ADJUST TO GRADE SEWER/ STORM DRAIN MANHOLE FRAME & COVER PER APWA STD PLAN 205-2.
8. ADJUST GAS/WATER VALVE TO GRADE.
9. PROTECT IN PLACE.
10. ~~REMOVE CRACKED AND RE-INSTALL SPEED RAMP IN KIND.~~
11. ~~PLANTER CHECKER STAMPED PAINT PER PER APWA STD. PLAN 525-1.~~
12. REMOVE 6-INCH EXISTING AC PAVEMENT AND CONSTRUCT 5-INCH BASE COURSE B-PG 64-10.
13. CONSTRUCT PCC CURB RAMP PER APWA STD. PLAN 111-4 CASE A, TYPE I, X=4'.
14. REMOVE AND CONSTRUCT CROSS AND LONGITUDINAL GUTTER PER APWA STD. PLAN 122-2.
15. BY OTHERS. CONTRACTOR SHALL CONTACT SCE PER ADJUSTMENT. CONTACT MIKE FRAZER AT (310) 606-5153.

STRIPING NOTES

1. INSTALL 12" WIDE WHITE LINE PER CALTRANS STD. PLAN A24E. "THERMOPLASTIC"
2. INSTALL LEGEND PER CALTRANS STD. PLAN A24D. "THERMOPLASTIC"
3. INSTALL CALTRANS DETAIL 21 & 23 W/ 50-FOOT BREAK LINE AT INTERSECTIONS. "THERMOPLASTIC"
4. INSTALL CALTRANS DETAIL 1 & DETAIL 4. "THERMOPLASTIC"
5. INSTALL 12" WIDE YELLOW LINE PER CALTRANS STD. PLAN A24E. "THERMOPLASTIC"
6. REPAINT EXISTING STRIPING. "THERMOPLASTIC"

DIGALERT
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NOTE TO CONTRACTOR

FOR CONSTRUCTION OF IMPROVEMENTS

THE CITY WILL LAYOUT THE PRECISE LOCATION OF ALL CONCRETE REMOVALS AND OTHER IMPROVEMENTS SHOWN ON THE PLANS. THESE IMPROVEMENTS AS SHOWN MAY VARY SLIGHTLY AS TO LOCATION. CONTRACTOR SHALL BE RESPONSIBLE FOR CONSTRUCTION AND QUANTITIES AS MARKED OUT BY THE CITY.

REVISIONS					REFERENCES
NUMBER	DATE	DETAILS		APPROV.	

RSCC Engineering, INC.
12800 S. SONA PLACE SUITE 100
SOUTHGATE, CALIFORNIA 91708
T: (323) 890-0888
F: (323) 890-0007

DRAWN BY: SM	JULY, 2011
DESIGNED BY: HV	JULY, 2011
CHECKED BY: RP	JULY, 2011

CITY OF BELL
APPROVED BY:
CARLOS ALVARADO, RCE 19867
CITY ENGINEER
DATE: 8/16/11

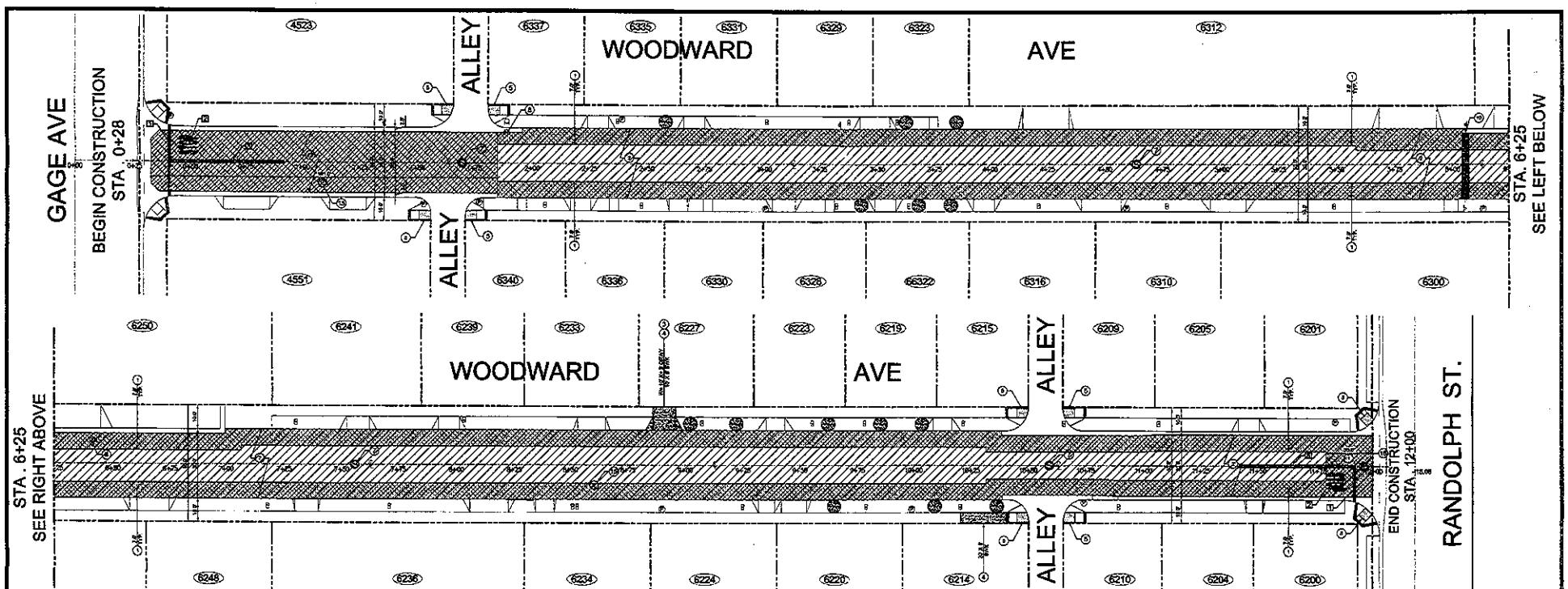
RANDOLPH ST. STREET REHABILITATION PROJECT

(FROM OTIS AVE. TO CLARKSON AVE.)

CITY OF BELL

5 OF 6

53



CONSTRUCTION NOTES

(ALL NOTES MAY NOT APPLY TO THIS SHEET)

1. VARIABLE COLD MILL 1-INCH TO 3-INCH EXISTING PAVEMENT SEE CROSS SECTION PER DETAIL.
2. CONSTRUCT 1.5-INCH AC ARHM GG-C (PG 64-16).
3. REMOVE EXISTING AND CONSTRUCT PCC DRIVEWAY APPROACH PER APWA STD. PLAN 110-2. (INCLUDING DEPRESSED CURB AND GUTTER.)
4. REMOVE EXISTING AND CONSTRUCT 4-INCH THICK PCC SIDEWALK OVER COMPACTED NATIVE PER APWA STD. PLAN 113-2.
5. CONSTRUCT TRUNCATED DOME/DETECTABLE WARNING SURFACE. (COLOR "YELLOW"). SAFETY STEP TO TYPE OR APPROVED EQUAL.
6. ~~REMOVE EXISTING AND CONSTRUCT 6-INCH PCC HIGH VARIABLE CURB AND 18-INCH GUTTER PER APWA STD. PLAN 120-2.~~
7. ADJUST TO GRADE SEWER/ STORM DRAIN MANHOLE FRAME & COVER PER APWA STD PLAN 205-2.
8. ADJUST GAS/WATER VALVE TO GRADE.
9. PROTECT IN PLACE.
10. REMOVE, SALVAGE AND RE-INSTALL SPEED HUMP IN KIND.
11. ~~PLANT 24-INCH BOX SHADE TREE PER APWA STD. PLAN 400-4.~~
12. REMOVE 5-INCH EXISTING AC PAVEMENT AND CONSTRUCT 5-INCH BASE COURSE 8-PG 64-10.
13. ~~CONSTRUCT PCC CURB RAMP PER APWA STD. PLAN 111-2, SHEET A, TYPE 1, R-1.~~
14. ~~CONSTRUCT GRADE HUB LOCATION AS PER PER APWA STD. PLAN 122-2.~~
15. BY OTHERS. CONTRACTOR SHALL CONTACT SCE PER ADJUSTMENT. CONTACT MIKE FRAZER AT (310) 608-6153.

STRIPING NOTES

1. INSTALL 12" WIDE WHITE LINE PER CALTRANS STD. PLAN A24E. "THERMOPLASTIC"
2. INSTALL LEGEND PER CALTRANS STD. PLAN A24D. "THERMOPLASTIC"
3. INSTALL CALTRANS DETAIL 21 & 25 SHIPOOT BREAK LINE AT INTERSECTIONS. "THERMOPLASTIC"

LEGEND

- PROPOSED AC OVERLAY
- PROPOSED AC PATCH
- PROPOSED COLDMILL
- PROPOSED PCC AREAS
- WATER VALVE
- GAS VALVE
- WATER METER PULLBOX
- ELECTRIC METER BOX
- POWER POLE
- SEWER MANHOLE
- ADDRESS
- FIRE HYDRANT
- STORM DRAIN MANHOLE
- EDISON VAULT /COVER

SCALE 1" = 20'

DIGALERT
Call Toll Free
1-800-227-2600
2 Working Days Before You Dig

NOTE TO CONTRACTOR
FOR CONSTRUCTION OF IMPROVEMENTS

THE CITY WILL LAYOUT THE PRECISE LOCATION OF ALL CONCRETE REMOVALS AND OTHER IMPROVEMENTS SHOWN ON THE PLANS. THESE IMPROVEMENTS AS SHOWN MAY VARY SLIGHTLY AS TO LOCATION. CONTRACTOR SHALL BE RESPONSIBLE FOR CONSTRUCTION AND QUANTITIES AS MARKED OUT BY THE CITY.

REVISIONS				REFERENCES
NUMBER	DATE	DETAILS	APPROV.	

RSCC Engineering, INC.
10624 E. STONE PLACE SUITE 100
WHITTIER, CALIFORNIA 91601
T: (626) 962-1499
F: (626) 962-8007

DRAWN BY: BM	JULY, 2011
DESIGNED BY: RF	JULY, 2011
CHECKED BY: RF	JULY, 2011

CITY OF BELL
APPROVED BY:
CARLOS ALVARADO, RCE 19857
CITY ENGINEER
DATE: 8/2/11

WOODWARD AVE.
STREET REHABILITATION PROJECT
(FROM GAGE AVE. TO RANDOLPH ST.)
CITY OF BELL

6 OF 6

54

RECORDING REQUESTED BY
ATTACHMENT 3
CITY OF BELL

WHEN RECORDED MAIL TO:
City of Bell
6330 Pine Ave.
Bell, CA 90201
Attn: Rebecca Valdez, City Clerk

_____SPACE ABOVE THIS LINE FOR RECORDER'S USE_____

NOTICE OF COMPLETION

NOTICE PURSUANT TO CIVIL CODE SECTION 3093. MUST BE FILED WITHIN 10 DAYS AFTER COMPLETION

Notice is hereby given that:

1. The undersigned is owner of or corporate officer of the owner of the interest or estate stated below in the property hereinafter described:

2. The full name of the owner is CITY OF BELL

3. The full address of the owner is 6330 Pine Ave., Bell, California 90201.

4. The nature of the interest or estate is; in fee.

5. The work of improvement(s) on the property hereinafter described was completed on December 16, 2011. The work done was street Rehabilitation at Various Locations, Project No. 04-525-3737-0927

6. The name of the contractor for such work improvement was Hardy & Harper, Inc., Santa Ana, California.

7. The property on which said work of improvement was completed is in the City of Bell, County of Los Angeles, State of California, and is described as follows: Construction of A.C. Overlay, Sidewalk, Curb and Gutter Repair, Striping and other related work at Randolph Street from Otis to Atlantic, Woodward Ave. from Gage Ave. to Randolph, Otis Ave. from Florence to Bell and Weik Ave. from Otis to Corona.

DATE: March___, 2012

CITY OF BELL

_____

ARNE CROCE
Interim City Manager

VERIFICATION

I, the undersigned, say: I am Interim City Manager of the City of Bell, the declarant of the foregoing Notice of Completion; I have read said Notice of Completion and know the contents thereof; the same is true of my own knowledge.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on March___, 2012, at Bell, California.

_____

ARNE CROCE
Interim City Manager

City of Bell
Agenda Report

DATE: March 21, 2012

TO: Mayor and Members of the City Council

FROM: Debra Kurita, Interim Community Services Director

APPROVED BY: Arne Croce, Interim Chief Administrative Officer

SUBJECT: Allocation of FY 2011-12 Beverage Container Recycling Grant Funds

RECOMMENDATION:

Approve an appropriation adjustment recognizing and allocating grant funds of $9,842 from the State of California Department of Resources Recycling and Recovery to the Beverage Container Recycling Grant Project.

BACKGROUND AND DISCUSSION:

The California Division of Recycling administers funding programs to assist cities and counties with establishing convenient beverage container recycling and litter abatement projects, as well as expansion activities for beverage container materials. Funds for this program are made available through the Beverage Container Recycling Grant program which is administered by the California Department of Resources Recycling and Recovery (CalRecycle). CalRecycle seeks to fund projects that implement new programs, or enhance existing ones, that provide convenient beverage container recycling opportunities. Eligible projects include those located at community events and parks/recreational areas. Specifically, the grant program is designed to address recycling challenges, aid in increasing beverage container collection, and reduce beverage container litter in the waste stream.

Funding from the Beverage Container Recycling Grant is made available to all cities and counties in California. Each city is eligible to receive a minimum of $5,000 or an amount calculated by CalRecycle based on per capita, whichever is greater. For several grant cycles the annual awards for the City of Bell have been approximately $10,000. However, due to changes in administration, the City did not apply for the Beverage Container Recycling Grant in FY 2010-11.

For FY 2011-12, the City has been awarded $9,842 for the following two activities:

- The repair and installation of beverage recycling bins in City parks; and
- Recycling education and promotional materials centered around the City's Earth Day community event.

The City has several park sites where additional bins would promote and increase recycling by the community members. Additionally, there are existing bins with lids in need of replacement. The portion of funds allocated to the replacement of recycling bin lids and the provision of new bins is $3,842.

A total of $6,000 will be dedicated towards recycling education and the April 21st Earth Day community event. The Earth Day community event will provide the public with educational programming that actively promotes recycling. This programming will include a participatory arts and crafts demonstration in which community members will learn techniques to construct crafts made from recycled materials. Community members will also receive information brochures describing the local, regional, and personal benefits of recycling beverage containers. The grant funds will also be applied to an Earth Day riverbed community beautification project.

FINANCIAL IMPACT

Upon approval of the proposed appropriations adjustment, these funds will be available in the Beverage Recycling Grant account (fund no. 32). There is no impact on the General Fund by this action.

City of Bell
Agenda Report

DATE: March 7, 2012

TO: Mayor and City Council

FROM: Arne Croce, Interim city Manager

APPROVED BY: _____
Arne Croce, Interim Chief Administrative Officer

SUBJECT: Authorize the Bell Chief Administrative Officer to enter into negotiations with the City of Cudahy for the City of Bell to provide police services for the City of Cudahy.

RECOMMENDATION

Authorize the Chief Administrative Officer to work with a City Council Committee and enter into negotiations with the City of Cudahy whereby the City of Bell would provide police services for the City of Cudahy.

BACKGROUND

Recently the City of Cudahy City Manager Hector Rodriguez and the City of Bell Interim Chief Administrative Officer Arne Croce met and discussed the possibility of the City of Bell providing police services for Cudahy. Out of that discussion each agreed that this item should be discussed on a more formal basis. On March 5th 2012, the Bell CAO received communication from the City of Cudahy Manager requesting the City of Bell to take the next step in the process of exploring what would be required for this to occur both in staffing and costs. On March 2012, at my direction Interim Chief Belcher wrote a letter to the Cudahy City Manager requesting information as it relates to police activity and current policing costs for the City of Cudahy. We are now in the process of compiling the information that would be required for both cities to make an informed decision as it relates to contracting for police services.

The financial condition of the City of Bell makes reducing the costs of City services necessary to continue to provide the full range of services expected by the community. A preliminary analysis of the financial impacts on the City of Bell of providing police services to Cudahy indicates that substantial cost savings would be achieved. This results from the ability to use the same command structure and support services necessary to operate the Bell Police Department to provide service to Cudahy.

I am requesting council authorization to formally enter negotiations with the City of Cudahy whereby the City of Bell would become the provider of police services for the City of Cudahy. As it is anticipated negotiations may involve meetings with representatives of the Cudahy City Council, appointment of a committee of two Councilmembers to work with the ICAO and Police Chief is recommended. Two Councilmembers have expressed interest in serving on this committee: Mayor Saleh and Councilmember Valencia.

I will report back to council the progress of the negotiations and any proposals for council consideration. Given the need for the Bell City Council to make important budget decisions in preparation for the 2012-fiscal year, it is recommended that if agreement to provide service to Cudahy is not reached by April 30, the City proceed with a more detailed analysis of other options to achieve a reduction in the cost of polices services.

FISCAL IMPACT

There is no fiscal impact at this time.

City of Bell
Agenda Report

DATE: March 21, 2012

TO: Mayor and Members of the City Council

FROM: Nancy Fong, AICP, Interim Community Development Director

APPROVED: BY Arne Croce, Interim City Manager

SUBJECT: Consideration of the Current Municipal Codes on Yard Sales Permits

RECOMMENDATION:

Direct staff to administer the current Codes on yard sale permits and to charge $10 fee for each yard sale permit consistent with the fee schedule.

BACKGROUND:

At the February 25, 2012 regular meeting, Councilmember Alvarez reported that she has observed the weekend yard sales are occurring more often and at more places in the City. She raised concerns that the city could become a perpetual yard sales city, which will have a negative affect to the image of the city. Councilmember Alvarez requested a report on the proliferation of yard sales and the recommendations to alleviate the problems.

ANALYSIS AND DISCUSSION:

A. Current Municipal Codes on Yard Sales:

Current Bell Municipal Code Section17.16.030 allows one yard sale permit per six-month period. This is equivalent to two yard sales a calendar year for each property in the City. The fee for the yard sale permit is $10 per permit. Approximately in 2009, city staff was directed by the former administrator to allow up to four yard sale permits a calendar year for each property and to waive the permit fee. Staff has researched the City Council minutes and actions for the past 3 years and did not find any action or direction by the previous City Council to support the direction of the former administrator.

B. Current Yard Sale Permit Process:

The applicant comes to the Finance Department in City Hall and completes an application form. Finance staff will review the application against past issuance of yard sale permits for the applicant's address in a log book. If the address has been issued 4 yard sale permits, then staff will not issued another permit for that address. The homeowner or residents would have to wait for a new calendar year to begin the request for yard sale permits. Additionally, staff will check for the proof of residency with a picture identification and a copy of a utility bill. The reason for a copy of the utility bill is to ensure that the applicant is residing at the address listed on the application form, and that the yard sales is truly for a resident or homeowner to sell off unwanted items stored

AGENDA ITEM NO. 61

in the garage. To use the yard sales as a business and/or to sell new items or products are not allowed according to the Municipal Code.

By Friday of each week, Finance staff will prepare a list of yard sale permits and addresses and give the list to the Code Compliance staff for routine inspections to confirm that the addresses did have a yard sale for the weekend and that the yard sales are of used items. If the Code Compliance staff found non-compliance such as the selling of new products or products that are not allowed, the extending of hours for the yard sales beyond 6 pm, the posting of too many yard sale signs, etc., then the Code Compliance staff will issue a Notice of Violation. Further the Code Compliance officer may require the resident or homeowner to cease the operation of the yard sale immediately.

C. Problems and Issues with Yard Sales:

There are problems and issues inherent in yard sales. Homeowners or residents have the tendencies of conducting more yard sales than allowed or they would bring in new products and other not allowed items for the yard sales. The frequencies of the yard sales could turn into a business. It is unfair for business owners who have "brick and motor" stores, abide by the rules, pay the taxes and then have to compete with yard sales businesses. Sometimes visitors to yard sales are not very courteous to the neighborhoods in that they will park wherever or whenever and may block the streets or driveways. This becomes a nuisance and an annoyance to the neighborhood, which is not fair to the neighbors. Having too may yard sales in too many properties in the city could lead to a negative perception of the quality of neighborhoods.

Month - Year	No. of Yard Sale Permit
November - 2011	78
December - 2011	137
January - 2012	126
February - 2012	149
March – 2012 (2 wks)	92
total	581

Between November 2011 and mid-March 2012, the total number of yard sale permits issued by the city is 581 permits. This is equivalent to approximately an average of 129 yard sale permits per month for the weekends and about 32 yard sale permits per weekend. The majority of the yard sale permits was issued most often to these streets as follows: Bear, Bell, California, Crafton, Fishburn, Heliotrope, Gifford, King, Loma Vista, Orchard, Otis, Randolph, Walker, and Woodward. According to the 2010 Census, City has a population of 35,477 and the total number of legal properties is 4141 parcels.

Staff conducted a quick phone survey of 5 surrounding cities regarding the subject of yard sale permits and to compare whether the average number of monthly yard sale permit is above or below the surveyed cities.

City	Average Yard Sales/month	Restrictions	Population	# Housing Units
Bell	129	2 permits/property/year (allow up to 4 permits in practice)	35,477**	9,217**
Downey	445	2 permits/resident/year	111,772	35,601
Paramount	58	1 permit/property/year	54,098	14,571
Carson	36	2 permits/property/year	91,714	26,226
Norwalk	126	2 permits/resident/year	105,549	28,083

(** Based on US 2010 Census)

The above surveyed cities have similar restrictions on the number of permitted yard sale permits except that City of Bell has allowed up to 4 yard sale permits per year. Some surveyed cities have no formal permitting process, rather they have established specific weekends, typically once every quarter, when residents are allowed to have yard sales. For the surveyed cities, the enforcement of yard sale permit only requires periodic monitoring. Because the City has been allowing up to 4 yard sale permits per year, the number of yard sale permits issued were significantly higher than cities within the surrounding area, with the exception of the City of Downey.

D. Fiscal and Resources Impact to City:

Typically, it may take a minimum of 15 minutes for staff to review, check and log in an application for the yard sale permit. The Code Compliance officer on duty for the weekend may take between 15 minutes to half an hour for visiting and checking each property with a yard sale permit for compliance. The $10 fee does not pay for the Finance and Code Compliance staff time for the yard sale permit.

E. Conclusion and Recommendation:

The primary issue is that the City Council should discuss whether the City should fall back onto the current Municipal Code which allows one yard sale permit per six-month period for a legal property. The secondary issue is that the yard sale permit should be issued to a property and not to a dwelling unit. This would prevent multiple yard sales on the same property because of multiple units, which in essence the property could become a perpetual yard sales.

City Council may wish to discuss the appropriateness of the fee for a yard sale permit. As mention above, the $10 fee will not cover the staff time in handling each permit. However, the subject of fees in general should be a separate discussion item as it may lead to policy decisions by the City Council for a full Fee Study that may involve the assistance of a consultant. In general, the increase of the fee for yard sale permit may discourage a homeowner or resident from having a yard sale, but it could also have the opposite effect in that the homeowner or resident may just conduct a yard sale without a permit.

Staff recommends that the City Council direct staff to administer the current Codes on yard sales, which is one yard sale permit per six-month period and that a yard sale permit should be issued to a legal property and not by the individual units within the

same property. Staff recommends that the $10 fee should be collected for the yard sale permit consistent with the fee schedule. With administering the current Codes on yard sales, staff believes that the number could be reduced. Staff has refined and improved the informational notice for Yard Sale Permit and the Application Form. The new notice and form will have Spanish version.

ATTACHMENTS:

1. Current information notice for Yard Sale Permit
2. Draft New informational notice for Yard Sale Permit
3. Current Yard Sale Permit Form
4. Draft New Yard Sale Permit Application Form
5. Yard Sale Permit to be displayed at property (no change)

YARD SALE PERMIT

Name:
ADDRESS:
DATE OF SALE:
ISSUED BY:

NOTE: RAINCHECKS WILL BE PROVIDED DUE TO UNFORESEEN WEATHER CONDITIONS ONLY FOR DAYS AFFECTED.
****

The under signed is the owner/tenant of the above real property and applied for a permit for the sale of personal property subject to the following conditions pursuant to Bell Zoning Regulations, Section 17.16.030 (E).

1. No person shall sell or offer to sell at a garage/yard sale any personal property unless they have obtained a permit from the city.
2. The terms of the permit are:
   a. The applicant has paid the established processing fee of $10; and
   b. All of the personal property to be sold is his/her property. SELLING CONSIGNED PROPERTY IS PROHIBITED.
3. A citation may be issued on sales without a permit. Violator may be cited up to $1,000 plus penalties.
4. Applicant may be issued a permit every six (6) months.
5. A permit shall only be valid for two (2) consecutive weekend days as noted on the permit.
6. The hours of sales may be from 6 a.m. to 6 p.m. on assigned days: Property may be displayed only during these hours.
7. These provisions shall not apply to sale of personal property made under a court order.
8. Sale of the following is prohibited: new items, live animals, food, tobacco products, alcoholic beverages, weapons, controlled substances or any item which are illegal to possess.
9. Temporary signed posted the day(s) of the sale shall not exceed nine square feet in overall size and applicant may have only two (2) signs. Signs must be removed **immediately** after the sale. Signs shall **NOT** be posted on telephone poles, trees, public property or public rights-of-way.
10. The City of Bell Permit shall be displayed at the site so that it is clearly visible to the public.
11. Any person who violates or fails to comply with any provision stated herein is guilty of an infraction.
12. My signature on this permit indicates that I agree to the items listed above.

City of Bell Yard Sale Permit

Owner Name: _____ ID/Driver Lic# _____

ID Address: _____ 2nd ID Address: Telephone/Gas/Light

Issue Date: _____ Sale Dates _____

The under signed is the owner/tenant of the above real property and has applied for a Yard Sale Permit for the sale of personal property subject to the following conditions pursuant to Bell Zoning Regulations, Section 17.16.030 (E).

1. No person shall sell or offer to sell at a garage/yard sale any personal property unless they have obtained a permit from the City.
2. The terms of the permit are:
   a. The applicant has paid the established processing fee of $10; and
   b. All of the personal property to be sold is his/her property. SELLING CONSIGNED PROPERTY IS PROHIBITED.
3. A citation may be issued on sales without a permit. Violator may be cited up to $1,000 plus penalties.
4. Applicant may be issued a permit every six (6) months.
5. A permit shall only be valid for two (2) consecutive weekend days as noted on the permit.
6. The hours of sales may be from 6 a.m. to 6 p.m. on assigned days: Property may be displayed only during these hours.
7. These provisions shall not apply to sale of personal property made under a court order.
8. Sale of the following is prohibited: new items, live animals, food, tobacco products, alcoholic beverages, weapons, controlled substances or any item which are illegal to possess.
9. Temporary signs posted the day(s) of the sale shall not exceed nine square feet in overall size and applicant may have only two (2) signs. Signs must be removed **immediately** after the sale. Signs shall **NOT** be posted on telephone poles, trees, public property or public rights-of-way.
10. The City of Bell Permit shall be displayed at the site so that it is clearly visible to the public.
11. Any person who violates or fails to comply with any provision stated herein is guilty of an infraction.

My signature on this permit indicates that I agree to the conditions listed above.

_____ _____

Applicant's Signature Approved By

_____

Cash Receipt No

YARD SALE PERMIT

THE YARD SALE PERMIT PROCESS, PLEASE HAVE THE FOLLOWING ACCESSIBLE FOR ISSUANCE OF PERMIT:

1. California driver license or California Identification
2. A Utility Bill (Edison, Gas, Telephone, Water)

IMPORTANT-Both the identification card and utility bill must have the same information. If they do not match, please provide two (2) utility bills showing proof of current residency with name matching the identification card.

PERMISO PARA VENTA DE GARAJE

PARA FACILITAR EL PROCESO DEL PERMISO PARA VENTA DE GARAJE, POR FAVOR TENGA LOS SIGUINTES DOMCUMENTOS A MANO CUANDO APLIQUE POR EL PERMISO:

1. Licencia de Conducir o Tarjeta do Identificacion del Estado de California
2. Un Recibo de la Edison, Gas, Telefono o Agua

IMPORTANTE-El nombre y la direccion en la Licencia o Identificacion y en el recibo deben de ser iguales. Si no son iguales, presente dos (2) recibos con el nombre de la Licencia o Identificacion y la direccion donde vive actualmente.

YARD SALE PERMITS ARE ISSUED FROM 8:00AM TO 3:30 PM MONDAY-FRIDAY
LOS PERMISOS DE VENTA DE GARAJE SE EXTIENDEN DE LUNES A VIERNES DE 8:00AM A 3:30PM

YARD SALE PERMIT
APPLICATION FORM

City of Bell, 6330 Pine Ave, Bell, CA 90201, (323) 588-6211

Application Date: _____ Proposed Sale Date(s): _____

Address: _____
Proof of Residency is required: Please Bring Picture ID and One Utility Bill to Show City Staff

Property Owner Name: _____ Phone: _____

Applicant Name: _____ Phone: _____
(If Different Than Legal Property Owner Name)

The under signed is the owner and/or tenant of the above referenced real property, and has applied for a Yard Sale Permit as defined on the Bell Municipal Code for the sale of personal property. **Pursuant to Bell Zoning Code(s) Section(s) 17.16.030 (E), 17.20.030 (E), and 17.24.030 (E), Restrictions and Permit Requirements for Garage and Yard Sales**, all activities are subject to the following provisions:

1. No person shall sell or offer to sell at a yard sale any personal property unless a permit has been approved and issued by the City of Bell.
2. Approved permits are valid for two (2) consecutive weekend days as noted on this application.
3. The permit shall be displayed/posted at an inconspicuous location clearly visible from the public right of way at the above noted address.
4. The hours of display and sales of personal items are 6:00 am to 6:00 pm on the proposed and approved dates only.
5. Two (2) temporary signs may be posted at the location of the yard sale on the dates of the sale **ONLY**. Signs shall not be posted on public property or right of ways, utility poles or city trees. Signs shall not exceed nine (9) square feet in overall size. All signs shall be removed immediately after the sale.
6. All personal property being sold shall be personal property. **SELLING CONSIGNED PROPERTY/ITEMS IS PROHIBITED, NO EXCEPTIONS.**
7. **THE SALE OF THE FOLLOWING ITEMS IS STRICTLY PROHIBITED: NEW ITEMS/MERCHANDISE, LIVE ANIMALS, FOOD, TOBACCO PRODUCTS, ALCOHOLIC BEVERAGES, WEAPONS, AND CONTROLLED OR ILLEGAL SUBSTANCES.**
8. Any person violating or failing to comply with any of the provisions stated herein shall be subject to the general penalty under BMC Section 1.16.010. **IF A VIOLATION IS OBSERVE**
9. **D BY A CITY CODE COMPLIANCE OFFICER, A PERMIT MAY BE REVOKED AND ALL SALES SHALL CEASE IMMEDIATELY.**
10. The listed provisions shall not apply to court ordered sale of personal property.

Affidavit: I declare, under penalty of perjury, by signing this application that I understand and agree to abide by all the provisions listed above. I understand that any violation of the aforementioned conditions will be sufficient cause of revoking this permit.

_____ _____
Applicant's Signature Date

FOR OFFICE USE ONLY

Residency Verification: ☐ Picture ID ☐ Phone Bill ☐ Gas Bill ☐ Electricity Bill ☐ Water Bill

Verified/Approved By: _____ Date: _____ Fee Paid: _____

DRAFT COPY

Dear Applicant:

In the past Years City staff, as directed by former administrator, has been flexible in allowing up to four yard sale permits for each address and the $10 permit fee was waived. However, the current Bell Municipal Code Section 17.16.030E allows only one yard sale per six-month period for a property. The fee for the yard sale permit is $10 per permit.

Per the direction of current City Council, staff is to administer the current Codes on yard sale permit effective immediately and as follows:

1. One yard sale permit per six-month period for each legal property.

2. Property or properties with multiple units but constitute a single residential complex or compound will be issued one yard sale permit per six-month period. The Property Manager and/or residents of the residential complex or compound should consider the coordination of the date for a yard sale permit.

3. The permit fee is $10 for each permit as listed in current fee schedule.

Attached to this notice is the Yard Sale Permit Application Form for your use. If you need further information or assistance, please call Planning Division at 323-588-6211.

DRAFT COPY

Working Together to Promote and Maintain an Attractive Community
You can help by...

City of Bell
Agenda Report

DATE: March 21, 2012

TO: Mayor and Council Members

FROM: Terry Rodrigue, City Engineer

APPROVED:
BY Arne Croce, Interim Chief Administrative Officer

SUBJECT: Authorize the City Manager to Sign Agreement with Union Pacific Railroad (UPRR) and the Los Angeles Unified School District (LAUSD) for the Improvement of Pine Street at-grade Crossing.

RECOMMENDATION:
Staff recommends that the City Council authorize the City Manager to sign the agreement, (Attachment 1), with UPRR and LAUSD to install automatic at-grade crossing improvements on Pine Street.

BACKGROUND:
The LAUSD is interested in improving the Pine Street at-grade rail crossing to improve pedestrian and vehicular safety in the vicinity of Maywood Academy High School.

To accomplish this, they have contacted UPRR and together have drafted an agreement that specifies the improvements to be made, who pays for those improvements, and what each entity's responsibilities are. Improvements include LED flashing lights and gates across Pine Street, together with the appropriate related equipment to control the gates. A location map, sketches for the installation, and a construction estimate are included as an attachment to the agreement. UPRR will do all of the work and the LAUSD will pay for 100% of the installation of the crossing improvements.

As specified in Section 11 of the proposed agreement, the City is agreeing to split the cost of the automatic grade-crossing protection as allowed under the California Public Utilities Code (CPUC Section 1202.2) and as allocated by the Public Utilities Commission (PUC). The cost of the City's share of this maintenance is estimated to be $4,165 per year. The CPUC also provides a provision that the City's share of the costs can be offset by State funds set aside for this purpose, provided the City is party to the agreement.

By entering into this agreement UPRR will have the documentation to verify the claim and thus be able to apply for the funding described above. Because of this funding arrangement, the City of Bell will not be billed, nor be responsible to pay, the annual maintenance share of the automatic grade-crossing improvements.

FISCAL IMPACT:
There is no fiscal impact.

ATTACHMENTS:
1. Proposed Agreement

AGENDA ITEM N0. 70

UPRR Folder No. 1716-43
UPRR Audit No. **206801**

SUPPLEMENTAL AGREEMENT
(EXISTING PUBLIC ROAD CROSSING IMPROVEMENT)

AMONG

UNION PACIFIC RAILROAD COMPANY

THE

CITY OF BELL

AND THE

LOS ANGELES UNIFIED SCHOOL DISTRICT

COVERING THE

PROPOSED IMPROVEMENTS TO THE EXISTING PINE AVENUE
AT-GRADE PUBLIC ROAD CROSSING

AT

RAILROAD MILE POST 6.20 – ON THE LA HABRA SUBDIVISION
DOT NO. 761-600C

IN

BELL,
LOS ANGELES COUNTY,
CALIFORNIA

71

UPRR Folder No.: 1716-43
UPRR Audit No. **206801**

SUPPLEMENTAL AGREEMENT
(EXISTING PUBLIC ROAD CROSSING IMPROVEMENT)

THIS SUPPLEMENTAL AGREEMENT is made as of the _____ day of _____, 2012, by and between **UNION PACIFIC RAILROAD COMPANY**, a Delaware corporation, or its predecessor in interest, (hereinafter the "Railroad"), the **CITY OF BELL**, a municipal corporation of the State of California with a mailing address at 6330 Pine Avenue, Bell, CA 90201 (hereinafter the "City"), and the **LOS ANGELES UNIFIED SCHOOL DISTRICT**, a political subdivision of the State of California, with a mailing address of 1055 West 7th Street, 8th Floor, Los Angeles, CA 90017 (hereinafter the "District").

RECITALS:

By instrument dated August 18, 1998, the Railroad and the City, or their predecessors in interest (if any), entered into a *New Public Highway Crossing Agreement* (herein the "Basic Agreement") identified as Railroad's Folder No. 1716-43, Audit No. 206801, covering the rehabilitation of the existing Pine Avenue at-grade public road crossing located at Railroad Mile Post 6.20 on its La Habra Subdivision in or near Bell, Los Angeles County, California.

The District has requested the Railroad to improve the existing Pine Avene crossing, at grade, over and across the Railroad's track and right of way to which the Railroad is agreeable, but solely upon terms and conditions hereinafter set forth.

AGREEMENT:

NOW THEREFORE, in consideration of the premises and of the promises and conditions hereinafter set forth, the parties hereto agree as follows:

SECTION 1.

The Railroad shall furnish all labor, material, equipment and supervision for:

- the installation of LED flashing signals with gates and CWT in a new cabin,
- Engineering, and
- Flagging,

all at the intersection of the Railroad's LaHabra Subdivision main track with Pine Avenue at the location heretofore described, as shown generally on Railroad's location print marked **Exhibit A**, and detailed print marked **Exhibit A-1**, each hereto attached and hereby made a part hereof.

SECTION 2.

The District agrees to reimburse the Railroad for one hundred percent (100%) of Railroad's actual labor and material costs associated with the work and materials described in Section 1 above. The Railroad estimates such cost to be _____ Dollars ($_____), as set forth in the Railroad's Material and Force Account Estimate marked **Exhibit B**, attached hereto and hereby made a part hereof (the "Estimate"). During the performance of such work the Railroad will provide progressive billing to the District based on Railroad's actual costs. Actual costs to the Railroad shall include customary additives to materials, services and labor provided by the Railroad. Within 120 Days after Railroad has completed its work, the Railroad will submit a final billing to the District for any balance owed. The District shall pay the Railroad within thirty (30) days of its receipt of all bills submitted by the Railroad.

SECTION 3.

The Railroad, at its cost, shall maintain the crossing between the track tie ends, with the City, at its expense, maintaining the remaining portions of the crossing approaches as defined under CPUC GO 72-B. Section VIII. If, in the future, the City elects to have the surfacing material between the track tie ends replaced with paving or some surfacing material other than timber planking, the Railroad, at the City's expense, shall install such replacement surfacing.

SECTION 4.

The District, at its sole cost and expense, shall provide traffic control, barricades, and all detour signing for the crossing work, provide all labor, material and equipment to install concrete or asphalt street approaches, and if required, will install advanced warning signs, and pavement markings in compliance and conformance with the Manual on Uniform Traffic Control Devices.

SECTION 5.

If City elects to hire a contractor to perform the work described in Section 4 above, then the City shall require its contractor(s) to execute the Railroad's standard and current form of Contractor's Right of Entry Agreement attached hereto as **Exhibit C** and hereby made a part hereof. The City acknowledges receipt of a copy of the Contractor's Right of Entry Agreement and understanding of its terms, provisions, and requirements, and will inform its contractor(s) of the need to execute the Agreement. Under no circumstances will the City's contractor(s) be allowed onto the Railroad's premises without first executing the Contractor's Right of Entry Agreement.

SECTION 6.

Fiber optic cable systems may be buried on the Railroad's property. Protection of the fiber optic cable systems is of extreme importance since any break could disrupt service to users resulting in business interruption and loss of revenue and profits. The City or its contractor(s) shall telephone the Railroad during normal business hours (7:00 a.m. to 9:00 p.m., Central Time, Monday through Friday, except holidays) at 1-800-336-9193 (also a 24-hour number, 7 day number for emergency

calls) to determine if fiber optic cable is buried anywhere on the Railroad's premises to be used by the City or its contractor(s). If it is, the City or its contractor(s) will telephone the telecommunications company(ies) involved, arrange for a cable locator, and make arrangements for relocation or other protection of the fiber optic cable prior to beginning any work on the Railroad's premises.

SECTION 7.

The City, for itself and for its successors and assigns, hereby waives any right of assessment against the Railroad, as an adjacent property owner, for any and all improvements made under this agreement.

SECTION 8.

Covenants herein shall inure to or bind each party's successors and assigns; provided, no right of the City shall be transferred or assigned, either voluntarily or involuntarily, except by express written agreement acceptable to the Railroad.

SECTION 9.

The City and the District shall, when returning this agreement to the Railroad (signed), cause same to be accompanied by such Order, Resolution, or Ordinance of the governing body of the City and the District, passed and approved as by law prescribed, and duly certified, evidencing the authority of the person executing this agreement on behalf of the City and the District with the power so to do, and which also will certify that funds have been appropriated and are available for the payment of any sums herein agreed to be paid by the District.

SECTION 10.

Upon execution and delivery of this Agreement, the District shall pay to the Railroad an administrative handling charge of **ONE THOUSAND HUNDRED DOLLARS ($1,000.00)**.

SECTION 11.

The City and the Railroad agree to split equally the cost of maintenance of the automatic grade crossing protection as provided for in California Public Utilities Code Section 1202.2 and as allocated by the California Public Utilities Commission.

IN WITNESS WHEREOF, the parties hereto have caused this Supplemental Agreement to be executed as of the day and year first hereinabove written.

UNION PACIFIC RAILROAD COMPANY
(Federal Tax ID #94-6001323)

By:_____
Title: _____

CITY OF BELL

By:_____
Title: _____

LOS ANGELES UNIFIED SCHOOL DISTRICT

By:_____
Title: _____

EXHIBIT A

To Supplemental Agreement
(Existing At-Grade Public Road Crossing Improvement)

Cover Sheet for the
Railroad Location Print

EXHIBIT A-1

To Supplemental Agreement
(Existing At-Grade Public Road Crossing Improvement)

Cover Sheet for the
Railroad Detailed Print

EXHIBIT B

To Supplemental Agreement
(Existing At-Grade Public Road Crossing Improvement)

Cover Sheet for the
Estimate of Material and Force Account Work

EXHIBIT C

To Supplemental Agreement
(Existing At-Grade Public Road Crossing Improvement)

Cover Sheet for the Form of
Contractor's Right of Entry Agreement

CONTRACTOR'S
RIGHT OF ENTRY AGREEMENT

THIS AGREEMENT is made and entered into as of the _____ day of _____, 20_____, by and between **UNION PACIFIC RAILROAD COMPANY**, a Delaware corporation ("Railroad"); and _____ _____, a _____ corporation ("Contractor").

RECITALS:

Contractor has been hired by _____ to perform work relating to _____ _____(the "work"), with all or a portion of such work to be performed on property of Railroad in the vicinity of Railroad's Milepost _____ on Railroad's _____ [Subdivision] [Branch] [at or near DOT No. _____] located at or near _____, in _____ County, State of _____, as such location is in the general location shown on the print marked **Exhibit A**, attached hereto and hereby made a part hereof, which work is the subject of a contract dated _____ between Railroad and _____.

Railroad is willing to permit Contractor to perform the work described above at the location described above subject to the terms and conditions contained in this Agreement

AGREEMENT:

NOW, THEREFORE, it is mutually agreed by and between Railroad and Contractor, as follows:

ARTICLE 1 - DEFINITION OF CONTRACTOR.

For purposes of this Agreement, all references in this agreement to Contractor shall include Contractor's contractors, subcontractors, officers, agents and employees, and others acting under its or their authority.

ARTICLE 2 - RIGHT GRANTED; PURPOSE.

Railroad hereby grants to Contractor the right, during the term hereinafter stated and upon and subject to each and all of the terms, provisions and conditions herein contained, to enter upon and have ingress to and egress from the property described in the Recitals for the purpose of performing the work described in the Recitals above. The right herein granted to Contractor is limited to those portions of Railroad's property specifically described herein, or as designated by the Railroad Representative named in Article 4.

ARTICLE 3 - TERMS AND CONDITIONS CONTAINED IN EXHIBITS B, C AND D.

The terms and conditions contained in **Exhibit B, Exhibit C** and **Exhibit D**, attached hereto, are hereby made a part of this Agreement.

ARTICLE 4 - ALL EXPENSES TO BE BORNE BY CONTRACTOR; RAILROAD REPRESENTATIVE.

A. Contractor shall bear any and all costs and expenses associated with any work performed by Contractor, or any costs or expenses incurred by Railroad relating to this Agreement.

B. Contractor shall coordinate all of its work with the following Railroad representative or his or her duly authorized representative (the "Railroad Representative"):

_____
_____
_____
_____

C. Contractor, at its own expense, shall adequately police and supervise all work to be performed by Contractor and shall ensure that such work is performed in a safe manner as set forth in Section 7 of **Exhibit B**. The responsibility of Contractor for safe conduct and adequate policing and supervision of Contractor's work shall not be lessened or otherwise affected by Railroad's approval of plans and specifications involving the work, or by Railroad's collaboration in performance of any work, or by the presence at the work site of a Railroad Representative, or by compliance by Contractor with any requests or recommendations made by Railroad Representative.

ARTICLE 5 - SCHEDULE OF WORK ON A MONTHLY BASIS.

The Contractor, at its expense, shall provide on a monthly basis a detailed schedule of work to the Railroad Representative named in Article 4B above. The reports shall start at the execution of this Agreement and continue until this Agreement is terminated as provided in this Agreement or until the Contractor has completed all work on Railroad's property.

ARTICLE 6 - TERM; TERMINATION.

A. The grant of right herein made to Contractor shall commence on the date of this Agreement, and continue until _____, unless sooner terminated as herein provided, or at such time as Contractor has completed its work on Railroad's property, whichever is earlier. Contractor agrees to notify the Railroad Representative in writing when it has completed its work on Railroad's property.

B. This Agreement may be terminated by either party on ten (10) days written notice to the other party.

ARTICLE 7 - CERTIFICATE OF INSURANCE.

A. Before commencing any work, Contractor will provide Railroad with the (i) insurance binders, policies, certificates and endorsements set forth in **Exhibit C** of this Agreement, and (ii) the insurance endorsements obtained by each subcontractor as required under Section 12 of **Exhibit B** of this Agreement.

B. All insurance correspondence, binders, policies, certificates and endorsements shall be sent to:

Union Pacific Railroad Company
_____
[Insert mailing address]
_____
_____
Attn:_____
Folder No. _____

ARTICLE 8 - DISMISSAL OF CONTRACTOR's EMPLOYEE.

At the request of Railroad, Contractor shall remove from Railroad's property any employee of Contractor who fails to conform to the instructions of the Railroad Representative in connection with the work on Railroad's property, and any right of Contractor shall be suspended until such removal has occurred. Contractor shall indemnify Railroad against any claims arising from the removal of any such employee from Railroad's property.

ARTICLE 9- ADMINISTRATIVE FEE.

Upon the execution and delivery of this Agreement, Contractor shall pay to Railroad _____ Dollars ($_____) as reimbursement for clerical, administrative and handling expenses in connection with the processing of this Agreement.

ARTICLE 10 - CROSSINGS.

No additional vehicular crossings (including temporary haul roads) or pedestrian crossings over Railroad's trackage shall be installed or used by Contractor without the prior written permission of Railroad.

ARTICLE 11.- EXPLOSIVES.

Explosives or other highly flammable substances shall not be stored or used on Railroad's property without the prior written approval of Railroad.

IN WITNESS WHEREOF, the parties hereto have duly executed this agreement in duplicate as of the date first herein written.

UNION PACIFIC RAILROAD COMPANY

By:_____
Title:_____

_____
(Name of Contractor)

By:_____
Title:_____

EXHIBIT A

Exhibit A will be a print showing the general location of the work site.

EXHIBIT B
TO
CONTRACTOR'S RIGHT OF ENTRY AGREEMENT

Section 1. NOTICE OF COMMENCEMENT OF WORK - FLAGGING.

A. Contractor agrees to notify the Railroad Representative at least ten (10) working days in advance of Contractor commencing its work and at least thirty (30) working days in advance of proposed performance of any work by Contractor in which any person or equipment will be within twenty-five (25) feet of any track, or will be near enough to any track that any equipment extension (such as, but not limited to, a crane boom) will reach to within twenty-five (25) feet of any track. No work of any kind shall be performed, and no person, equipment, machinery, tool(s), material(s), vehicle(s), or thing(s) shall be located, operated, placed, or stored within twenty-five (25) feet of any of Railroad's track(s) at any time, for any reason, unless and until a Railroad flagman is provided to watch for trains. Upon receipt of such thirty (30)-day notice, the Railroad Representative will determine and inform Contractor whether a flagman need be present and whether Contractor needs to implement any special protective or safety measures. If flagging or other special protective or safety measures are performed by Railroad, Railroad will bill Contractor for such expenses incurred by Railroad, unless Railroad and a federal, state or local governmental entity have agreed that Railroad is to bill such expenses to the federal, state or local governmental entity. If Railroad will be sending the bills to Contractor, Contractor shall pay such bills within thirty (30) days of Contractor's receipt of billing. If Railroad performs any flagging, or other special protective or safety measures are performed by Railroad, Contractor agrees that Contractor is not relieved of any of its responsibilities or liabilities set forth in this Agreement.

B. The rate of pay per hour for each flagman will be the prevailing hourly rate in effect for an eight-hour day for the class of flagmen used during regularly assigned hours and overtime in accordance with Labor Agreements and Schedules in effect at the time the work is performed. In addition to the cost of such labor, a composite charge for vacation, holiday, health and welfare, supplemental sickness, Railroad Retirement and unemployment compensation, supplemental pension, Employees Liability and Property Damage and Administration will be included, computed on actual payroll. The composite charge will be the prevailing composite charge in effect at the time the work is performed. One and one-half times the current hourly rate is paid for overtime, Saturdays and Sundays, and two and one-half times current hourly rate for holidays. Wage rates are subject to change, at any time, by law or by agreement between Railroad and its employees, and may be retroactive as a result of negotiations or a ruling of an authorized governmental agency. Additional charges on labor are also subject to change. If the wage rate or additional charges are changed, Contractor (or the governmental entity, as applicable) shall pay on the basis of the new rates and charges.

C. Reimbursement to Railroad will be required covering the full eight-hour day during which any flagman is furnished, unless the flagman can be assigned to other Railroad work during a portion of such day, in which event reimbursement will not be required for the portion of the day during which the flagman is engaged in other Railroad work. Reimbursement will also be required for any day not actually worked by the flagman following the flagman's assignment to work on the project for which Railroad is required to pay the flagman and which could not reasonably be avoided by Railroad by assignment of such flagman to other work , even though Contractor may not be working during such time. When it becomes necessary for Railroad to bulletin and assign an employee to a flagging position in compliance with union collective bargaining agreements, Contractor must provide Railroad a minimum of five (5) days notice prior to the cessation of the need for a flagman. If five (5) days notice of cessation is not given, Contractor will still be required to pay flagging charges for the five (5) day notice period required by union agreement to be given to the employee, even though flagging is not required for that period. An additional thirty (30) days notice must then be given to Railroad if flagging services are needed again after such five day cessation notice has been given to Railroad.

Section 2. **LIMITATION AND SUBORDINATION OF RIGHTS GRANTED**

A. The foregoing grant of right is subject and subordinate to the prior and continuing right and obligation of the Railroad to use and maintain its entire property including the right and power of Railroad to construct, maintain, repair, renew, use, operate, change, modify or relocate railroad tracks, roadways, signal, communication, fiber optics, or other wirelines, pipelines and other facilities upon, along or across any or all parts of its property, all or any of which may be freely done at any time or times by Railroad without liability to Contractor or to any other party for compensation or damages.

B. The foregoing grant is also subject to all outstanding superior rights (whether recorded or unrecorded and including those in favor of licensees and lessees of Railroad's property, and others) and the right of Railroad to renew and extend the same, and is made without covenant of title or for quiet enjoyment.

Section 3. **NO INTERFERENCE WITH OPERATIONS OF RAILROAD AND ITS TENANTS.**

A. Contractor shall conduct its operations so as not to interfere with the continuous and uninterrupted use and operation of the railroad tracks and property of Railroad, including without limitation, the operations of Railroad's lessees, licensees or others, unless specifically authorized in advance by the Railroad Representative. Nothing shall be done or permitted to be done by Contractor at any time that would in any manner impair the safety of such operations. When not in use, Contractor's machinery and materials shall be kept at least fifty (50) feet from the centerline of Railroad's nearest track, and there shall be no vehicular crossings of Railroads tracks except at existing open public crossings.

B. Operations of Railroad and work performed by Railroad personnel and delays in the work to be performed by Contractor caused by such railroad operations and work are expected by Contractor, and Contractor agrees that Railroad shall have no liability to Contractor, or any other person or entity for any such delays. The Contractor shall coordinate its activities with those of Railroad and third parties so as to avoid interference with railroad operations. The safe operation of Railroad train movements and other activities by Railroad takes precedence over any work to be performed by Contractor.

Section 4. **LIENS.**

Contractor shall pay in full all persons who perform labor or provide materials for the work to be performed by Contractor. Contractor shall not create, permit or suffer any mechanic's or materialmen's liens of any kind or nature to be created or enforced against any property of Railroad for any such work performed. Contractor shall indemnify and hold harmless Railroad from and against any and all liens, claims, demands, costs or expenses of whatsoever nature in any way connected with or growing out of such work done, labor performed, or materials furnished. If Contractor fails to promptly cause any lien to be released of record, Railroad may, at its election, discharge the lien or claim of lien at Contractor's expense.

Section 5. **PROTECTION OF FIBER OPTIC CABLE SYSTEMS.**

A. Fiber optic cable systems may be buried on Railroad's property. Protection of the fiber optic cable systems is of extreme importance since any break could disrupt service to users resulting in business interruption and loss of revenue and profits. Contractor shall telephone Railroad during normal business hours (7:00 a.m. to 9:00 p.m. Central Time, Monday through Friday, except holidays) at 1-800-336-9193 (also a 24-hour, 7-day number for emergency calls) to determine if fiber optic cable is buried anywhere on Railroad's property to be used by Contractor. If it is, Contractor will telephone the telecommunications company(ies) involved, make arrangements for a cable locator and, if applicable, for relocation or other protection of the fiber optic cable. Contractor shall not commence any work until all such protection or relocation (if applicable) has been accomplished.

b. In addition to other indemnity provisions in this Agreement, Contractor shall indemnify, defend and hold Railroad harmless from and against all costs, liability and expense whatsoever (including, without limitation, attorneys' fees, court costs and expenses) arising out of any act or omission of Contractor, its agents and/or employees, that causes or

contributes to (1) any damage to or destruction of any telecommunications system on Railroad's property, and/or (2) any injury to or death of any person employed by or on behalf of any telecommunications company, and/or its contractor, agents and/or employees, on Railroad's property. Contractor shall not have or seek recourse against Railroad for any claim or cause of action for alleged loss of profits or revenue or loss of service or other consequential damage to a telecommunication company using Railroad's property or a customer or user of services of the fiber optic cable on Railroad's property.

Section 6. **PERMITS - COMPLIANCE WITH LAWS.**

In the prosecution of the work covered by this Agreement, Contractor shall secure any and all necessary permits and shall comply with all applicable federal, state and local laws, regulations and enactments affecting the work including, without limitation, all applicable Federal Railroad Administration regulations.

Section 7. **SAFETY.**

A. Safety of personnel, property, rail operations and the public is of paramount importance in the prosecution of the work performed by Contractor. Contractor shall be responsible for initiating, maintaining and supervising all safety, operations and programs in connection with the work. Contractor shall at a minimum comply with Railroad's safety standards listed in **Exhibit D**, hereto attached, to ensure uniformity with the safety standards followed by Railroad's own forces. As a part of Contractor's safety responsibilities, Contractor shall notify Railroad if Contractor determines that any of Railroad's safety standards are contrary to good safety practices. Contractor shall furnish copies of **Exhibit D** to each of its employees before they enter the job site.

B. Without limitation of the provisions of paragraph A above, Contractor shall keep the job site free from safety and health hazards and ensure that its employees are competent and adequately trained in all safety and health aspects of the job.

C. Contractor shall have proper first aid supplies available on the job site so that prompt first aid services may be provided to any person injured on the job site. Contractor shall promptly notify Railroad of any U.S. Occupational Safety and Health Administration reportable injuries. Contractor shall have a nondelegable duty to control its employees while they are on the job site or any other property of Railroad, and to be certain they do not use, be under the influence of, or have in their possession any alcoholic beverage, drug or other substance that may inhibit the safe performance of any work.

D. If and when requested by Railroad, Contractor shall deliver to Railroad a copy of Contractor's safety plan for conducting the work (the "Safety Plan"). Railroad shall have the right, but not the obligation, to require Contractor to correct any deficiencies in the Safety Plan. The terms of this Agreement shall control if there are any inconsistencies between this Agreement and the Safety Plan.

Section 8. **INDEMNITY.**

A. To the extent not prohibited by applicable statute, Contractor shall indemnify, defend and hold harmless Railroad, its affiliates, and its and their officers, agents and employees (individually an "Indemnified Party" or collectively "Indemnified Parties") from and against any and all loss, damage, injury, liability, claim, demand, cost or expense (including, without limitation, attorney's, consultant's and expert's fees, and court costs), fine or penalty (collectively, "Loss") incurred by any person (including, without limitation, any Indemnified Party, Contractor, or any employee of Contractor or of any Indemnified Party) arising out of or in any manner connected with (i) any work performed by Contractor, or (ii) any act or omission of Contractor, its officers, agents or employees, or (iii) any breach of this Agreement by Contractor.

b. The right to indemnity under this Section 8 shall accrue upon occurrence of the event giving rise to the Loss, and shall apply regardless of any negligence or strict liability of any Indemnified Party, except where the Loss is caused by the sole active negligence of an Indemnified Party as established by the final judgment of a court of competent jurisdiction. The sole active negligence of any Indemnified Party shall not bar the recovery of any other Indemnified Party.

c. Contractor expressly and specifically assumes potential liability under this Section 8 for claims or actions brought by Contractor's own employees. Contractor waives any immunity it may have under worker's compensation or industrial insurance acts to indemnify the Indemnified Parties under this Section 8. Contractor acknowledges that this waiver was mutually negotiated by the parties hereto.

d. No court or jury findings in any employee's suit pursuant to any worker's compensation act or the Federal Employers' Liability Act against a party to this Agreement may be relied upon or used by Contractor in any attempt to assert liability against any Indemnified Party.

e. The provisions of this Section 8 shall survive the completion of any work performed by Contractor or the termination or expiration of this Agreement. In no event shall this Section 8 or any other provision of this Agreement be deemed to limit any liability Contractor may have to any Indemnified Party by statute or under common law.

Section 9. RESTORATION OF PROPERTY.

In the event Railroad authorizes Contractor to take down any fence of Railroad or in any manner move or disturb any of the other property of Railroad in connection with the work to be performed by Contractor, then in that event Contractor shall, as soon as possible and at Contractor's sole expense, restore such fence and other property to the same condition as the same were in before such fence was taken down or such other property was moved or disturbed. Contractor shall remove all of Contractor's tools, equipment, rubbish and other materials from Railroad's property promptly upon completion of the work, restoring Railroad's property to the same state and condition as when Contractor entered thereon.

Section 10. WAIVER OF DEFAULT.

Waiver by Railroad of any breach or default of any condition, covenant or agreement herein contained to be kept, observed and performed by Contractor shall in no way impair the right of Railroad to avail itself of any remedy for any subsequent breach or default.

Section 11. MODIFICATION - ENTIRE AGREEMENT.

No modification of this Agreement shall be effective unless made in writing and signed by Contractor and Railroad. This Agreement and the exhibits attached hereto and made a part hereof constitute the entire understanding between Contractor and Railroad and cancel and supersede any prior negotiations, understandings or agreements, whether written or oral, with respect to the work to be performed by Contractor.

Section 12. ASSIGNMENT - SUBCONTRACTING.

Contractor shall not assign or subcontract this Agreement, or any interest therein, without the written consent of the Railroad. Contractor shall be responsible for the acts and omissions of all subcontractors. Before Contractor commences any work, the Contractor shall, except to the extent prohibited by law; (1) require each of its subcontractors to include the Contractor as "Additional Insured" in the subcontractor's Commercial General Liability policy and Business Automobile policies with respect to all liabilities arising out of the subcontractor's performance of work on behalf of the Contractor by endorsing these policies with ISO Additional Insured Endorsements CG 20 26, and CA 20 48 (or substitute forms providing equivalent coverage; (2) require each of its subcontractors to endorse their Commercial General Liability Policy with "Contractual Liability Railroads" ISO Form CG 24 17 10 01 (or a substitute form providing equivalent coverage) for the job site; and (3) require each of its subcontractors to endorse their Business Automobile Policy with "Coverage For Certain Operations In Connection With Railroads" ISO Form CA 20 70 10 01 (or a substitute form providing equivalent coverage) for the job site.

EXHIBIT C
TO
CONTRACTOR'S
RIGHT OF ENTRY AGREEMENT

Union Pacific Railroad Company
Insurance Provisions For
Contractor's Right of Entry Agreement

Contractor shall, at its sole cost and expense, procure and maintain during the course of the Project and until all Project work on Railroad's property has been completed and the Contractor has removed all equipment and materials from Railroad's property and has cleaned and restored Railroad's property to Railroad's satisfaction, the following insurance coverage:

A. **Commercial General Liability** insurance. Commercial general liability (CGL) with a limit of not less than $5,000,000 each occurrence and an aggregate limit of not less than $10,000,000. CGL insurance must be written on ISO occurrence form CG 00 01 12 04 (or a substitute form providing equivalent coverage).

The policy must also contain the following endorsement, which must be stated on the certificate of insurance:

- Contractual Liability Railroads ISO form CG 24 17 10 01 (or a substitute form providing equivalent coverage) showing "Union Pacific Railroad Company Property" as the Designated Job Site.
- Designated Construction Project(s) General Aggregate Limit ISO Form CG 25 03 03 97 (or a substitute form providing equivalent coverage) showing the project on the form schedule.

B. **Business Automobile Coverage** insurance. Business auto coverage written on ISO form CA 00 01 10 01 (or a substitute form providing equivalent liability coverage) with a combined single limit of not less $5,000,000 for each accident and coverage must include liability arising out of any auto (including owned, hired and non-owned autos).

The policy must contain the following endorsements, which must be stated on the certificate of insurance:

- Coverage For Certain Operations In Connection With Railroads ISO form CA 20 70 10 01 (or a substitute form providing equivalent coverage) showing "Union Pacific Property" as the Designated Job Site.
- Motor Carrier Act Endorsement - Hazardous materials clean up (MCS-90) if required by law.

C. **Workers' Compensation and Employers' Liability** insurance. Coverage must include but not be limited to:

- Contractor's statutory liability under the workers' compensation laws of the state where the work is being performed.
- Employers' Liability (Part B) with limits of at least $500,000 each accident, $500,000 disease policy limit $500,000 each employee.

If Contractor is self-insured, evidence of state approval and excess workers compensation coverage must be provided. Coverage must include liability arising out of the U. S. Longshoremen's and Harbor Workers' Act, the Jones Act, and the Outer Continental Shelf Land Act, if applicable.

The policy must contain the following endorsement, which must be stated on the certificate of insurance:

- Alternate Employer endorsement ISO form WC 00 03 01 A (or a substitute form providing equivalent coverage) showing Railroad in the schedule as the alternate employer (or a substitute form providing equivalent coverage).

D. **Railroad Protective Liability** insurance. Contractor must maintain "Railroad Protective Liability" (RPL) insurance written on ISO occurrence form CG 00 35 12 04 (or a substitute form providing equivalent coverage) on behalf of Railroad as named insured, with a limit of not less than $2,000,000 per occurrence and an aggregate of $6,000,000. The

definition of "JOB LOCATION" and "WORK" on the declaration page of the policy shall refer to this Agreement and shall describe all WORK or OPERATIONS performed under this agreement. Contractor shall provide this Agreement to Contractor's insurance agent(s) and/or broker(s) and Contractor shall instruct such agent(s) and/or broker(s) to procure the insurance coverage required by this Agreement. A BINDER STATING THE POLICY IS IN PLACE MUST BE SUBMITTED TO RAILROAD BEFORE THE WORK MAY COMMENCE AND UNTIL THE ORIGINAL POLICY IS FORWARDED TO UNION PACIFIC RAILROAD.

E. **Umbrella or Excess** insurance. If Contractor utilizes umbrella or excess policies, these policies must "follow form" and afford no less coverage than the primary policy.

F. **Pollution Liability** insurance. Pollution liability coverage must be included when the scope of the work as defined in the Agreement includes installation, temporary storage, or disposal of any "hazardous" material that is injurious in or upon land, the atmosphere, or any watercourses; or may cause bodily injury at any time.

If required, coverage may be provided in separate policy form or by endorsement to Contractors CGL or RPL. Any form coverage must be equivalent to that provided in ISO form CG 24 15 "Limited Pollution Liability Extension Endorsement" or CG 28 31 "Pollution Exclusion Amendment" with limits of at least $5,000,000 per occurrence and an aggregate limit of $10,000,000.

If the scope of work as defined in this Agreement includes the disposal of any hazardous or non-hazardous materials from the job site, Contractor must furnish to Railroad evidence of pollution legal liability insurance maintained by the disposal site operator for losses arising from the insured facility accepting the materials, with coverage in minimum amounts of $1,000,000 per loss, and an annual aggregate of $2,000,000.

Other Requirements

G. All policy(ies) required above (except worker's compensation and employers liability) must include Railroad as "Additional Insured" using ISO Additional Insured Endorsements CG 20 26, and CA 20 48 (or substitute forms providing equivalent coverage). The coverage provided to Railroad as additional insured shall, to the extent provided under ISO Additional Insured Endorsement CG 20 26, and CA 20 48 provide coverage for Railroad's negligence whether sole or partial, active or passive, and shall not be limited by Contractor's liability under the indemnity provisions of this Agreement.

H. Punitive damages exclusion, if any, must be deleted (and the deletion indicated on the certificate of insurance), unless the law governing this Agreement prohibits all punitive damages that might arise under this Agreement.

I. Contractor waives all rights of recovery, and its insurers also waive all rights of subrogation of damages against Railroad and its agents, officers, directors and employees. This waiver must be stated on the certificate of insurance.

J. Prior to commencing the work, Contractor shall furnish Railroad with a certificate(s) of insurance, executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements in this Agreement.

K. All insurance policies must be written by a reputable insurance company acceptable to Railroad or with a current Best's Insurance Guide Rating of A- and Class VII or better, and authorized to do business in the state where the work is being performed.

L. The fact that insurance is obtained by Contractor or by Railroad on behalf of Contractor will not be deemed to release or diminish the liability of Contractor, including, without limitation, liability under the indemnity provisions of this Agreement. Damages recoverable by Railroad from Contractor or any third party will not be limited by the amount of the required insurance coverage.

EXHIBIT D
TO
CONTRACTOR'S RIGHT OF ENTRY AGREEMENT

MINIMUM SAFETY REQUIREMENTS

The term "employees" as used herein refer to all employees of Contractor as well as all employees of any subcontractor or agent of Contractor.

I. Clothing

A. All employees of Contractor will be suitably dressed to perform their duties safely and in a manner that will not interfere with their vision, hearing, or free use of their hands or feet.

Specifically, Contractor's employees must wear:

(i) Waist-length shirts with sleeves.
(ii) Trousers that cover the entire leg. If flare-legged trousers are worn, the trouser bottoms must be tied to prevent catching.
(iii) Footwear that covers their ankles and has a defined heel. Employees working on bridges are required to wear safety-toed footwear that conforms to the American National Standards Institute (ANSI) and FRA footwear requirements.

B. Employees shall not wear boots (other than work boots), sandals, canvas-type shoes, or other shoes that have thin soles or heels that are higher than normal.

C. Employees must not wear loose or ragged clothing, neckties, finger rings, or other loose jewelry while operating or working on machinery.

II. Personal Protective Equipment

Contractor shall require its employees to wear personal protective equipment as specified by Railroad rules, regulations, or recommended or requested by the Railroad Representative.

(i) Hard hat that meets the American National Standard (ANSI) Z89.1 – latest revision. Hard hats should be affixed with Contractor's company logo or name.
(ii) Eye protection that meets American National Standard (ANSI) for occupational and educational eye and face protection, Z87.1 – latest revision. Additional eye protection must be provided to meet specific job situations such as welding, grinding, etc.
(iii) Hearing protection, which affords enough attenuation to give protection from noise levels that will be occurring on the job site. Hearing protection, in the form of plugs or muffs, must be worn when employees are within:

- 100 feet of a locomotive or roadway/work equipment
- 15 feet of power operated tools
- 150 feet of jet blowers or pile drivers
- 150 feet of retarders in use (when within 10 feet, employees must wear dual ear protection – plugs and muffs)

(iv) Other types of personal protective equipment, such as respirators, fall protection equipment, and face shields, must be worn as recommended or requested by the Railroad Representative.

III. On Track Safety

Contractor is responsible for compliance with the Federal Railroad Administration's Roadway Worker Protection regulations – 49CFR214, Subpart C and Railroad's On-Track Safety rules. Under 49CFR214, Subpart C, railroad contractors are responsible for the training of their employees on such regulations. In addition to the instructions contained in Roadway Worker Protection regulations, all employees must:

(i) Maintain a distance of twenty-five (25) feet to any track unless the Railroad Representative is present to authorize movements.
(ii) Wear an orange, reflectorized workwear approved by the Railroad Representative.
(iii) Participate in a job briefing that will specify the type of On-Track Safety for the type of work being performed. Contractor must take special note of limits of track authority, which tracks may or may not be fouled, and clearing the track. Contractor will also receive special instructions relating to the work zone around machines and minimum distances between machines while working or traveling.

IV. Equipment

A. It is the responsibility of Contractor to ensure that all equipment is in a safe condition to operate. If, in the opinion of the Railroad Representative, any of Contractor's equipment is unsafe for use, Contractor shall remove such equipment from Railroad's property. In addition, Contractor must ensure that the operators of all equipment are properly trained and competent in the safe operation of the equipment. In addition, operators must be:

- Familiar and comply with Railroad's rules on lockout/tagout of equipment.
- Trained in and comply with the applicable operating rules if operating any hy-rail equipment on-track.
- Trained in and comply with the applicable air brake rules if operating any equipment that moves rail cars or any other railbound equipment.

B. All self-propelled equipment must be equipped with a first-aid kit, fire extinguisher, and audible back-up warning device.

C. Unless otherwise authorized by the Railroad Representative, all equipment must be parked a minimum of twenty-five (25) feet from any track. Before leaving any equipment unattended, the operator must stop the engine and properly secure the equipment against movement.

D. Cranes must be equipped with three orange cones that will be used to mark the working area of the crane and the minimum clearances to overhead powerlines.

V. General Safety Requirements

A. Contractor shall ensure that all waste is properly disposed of in accordance with applicable federal and state regulations.

B. Contractor shall ensure that all employees participate in and comply with a job briefing conducted by the Railroad Representative, if applicable. During this briefing, the Railroad Representative will specify safe work procedures, (including On-Track Safety) and the potential hazards of the job. If any employee has any

questions or concerns about the work, the employee must voice them during the job briefing. Additional job briefings will be conducted during the work as conditions, work procedures, or personnel change.

C. All track work performed by Contractor meets the minimum safety requirements established by the Federal Railroad Administration's Track Safety Standards 49CFR213.

D. All employees comply with the following safety procedures when working around any railroad track:

(i) Always be on the alert for moving equipment. Employees must always expect movement on any track, at any time, in either direction.
(ii) Do not step or walk on the top of the rail, frog, switches, guard rails, or other track components.
(iii) In passing around the ends of standing cars, engines, roadway machines or work equipment, leave at least 20 feet between yourself and the end of the equipment. Do not go between pieces of equipment of the opening is less than one car length (50 feet).
(iv) Avoid walking or standing on a track unless so authorized by the employee in charge.
(v) Before stepping over or crossing tracks, look in both directions first.
(vi) Do not sit on, lie under, or cross between cars except as required in the performance of your duties and only when track and equipment have been protected against movement.

E. All employees must comply with all federal and state regulations concerning workplace safety.

City of Bell
Agenda Report

DATE: March 21, 2012

TO: Mayor and Members of the City Council

FROM: Anita Lawrence, Co Interim Finance Director

APPROVED BY: _____
Arne Croce, Interim Chief Administrative Officer

SUBJECT: Check and Wire Transfer Signing Authority

RECOMMENDATION:

Adopt a Resolution setting forth certain check and wire transfer authority.

BACKGROUND AND DISCUSSION:

The current authority to sign checks and approve wire and intra-bank transfers requires two signatures. Intra-bank transfers include transferring from the payroll account to the general checking account within the same bank. The positions included in the current signing authority are the Mayor, the Vice Mayor and the City Treasurer. By practice, the two parties required for signing have been the City Treasurer as one of the signatures and either the Mayor or the Vice-Mayor for the other signature.

Public agencies handle check signing in many different ways. Often there are signature stamps that are kept in a vault and used once the checks have been approved by the elected body at a public meeting. Another method is to require one signature for checks under a certain amount and an additional signature if checks are greater than that amount. Attached is a survey located on the California Society of Municipal Finance Officers website (www.csmfo.org), conducted in 2008, which shows 44 public agencies and their check signing requirements. You can see by the survey that having elected officials sign checks is less common than delegating the responsibility to staff members. The reason is because staff members are more readily available to sign and asking elected officials to participate often requires that they make a special trip to City Hall which is less efficient for the workflow of the public agency.

Staff is recommending that one additional staff member, the Chief Administrative Officer (CAO) be added to the list of approved signers. This would allow the CAO to sign in the event the City Treasurer is unavailable. Currently, if the City Treasurer is unavailable, it would mean that two elected officials would need to sign in order to release the check or wire transfer. It would be very unusual for a public agency to opt that two elected officials be the two required signers for any transaction.

Further, staff is recommending that all checks or wires greater than $10,000 require the signature of at least one elected official. This would enable two staff members to sign checks and approve intra-bank and wire transfers up to $10,000, but would require that at least one elected official sign checks and approve intra-bank and wire transfers over $10,000. This will

improve the efficiency of paying invoices, since the majority of payments fall below the $10,000 threshold and will reduce the number of trips elected officials are requested to make to City Hall for the purpose of signing checks and wires.

This recommendation was discussed with the City's auditors and they agree having an additional staff signer is a prudent action to take. Additionally, having one elected official signature for checks and intra-bank and wire transfers greater than $10,000 would provide an extra layer of elected official oversight (additional to formal City Council action approving disbursements) for larger disbursements.

It should be noted that all disbursements will continue to be approved by the City Council at a public meeting.

FINANCIAL IMPACT

It is expected that the approval of this resolution will result in some efficiency savings, but has not been quantified.

Attachments:

1. Resolution
2. 2008 Check Signing Survey From www.csmfo.org

RESOLUTION 2012 –32

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BELL, CALIFORNIA, SETTING FORTH CHECK SIGNING AND WIRE AND INTRA-BANK TRANSFER AUTHORITY

WHEREAS, the City of Bell, the City of Bell as the Successor Agency of the Community Redevelopment Agency of the City of Bell, the Bell Public Finance Authority and the Bell Surplus Property Authority are required to issue checks and process wire and intra-bank transfers in the course of everyday business; and

WHEREAS, the City of Bell acting on behalf of all of these agencies desires to set forth signing requirements for the release of such checks and transfers.

NOW THEREFORE, BE IT RESOLVED, that the City of Bell, acting on behalf of the above named agencies, does hereby approve the following positions and their successors, including interim appointees, with check signing and wire and intra-bank transfer authority:

1. Mayor
2. Vice Mayor
3. City Treasurer
4. Chief Administrative Officer

BE IT FURTHER RESOLVED, that all checks and wire and intra-bank transfers require two signatures, of which at least one signature shall be from either the 1) City Treasurer or 2) the Chief Administrative Officer, and

BE IT FURTHER RESOLVED, that any check or wire or intra-bank transfer exceeding $10,000 shall require, in addition to either the City Treasurer or Chief Administrative Officer, one signature of either the Mayor or Vice Mayor.

ADOPTED AND APPROVED this 21st day of March 2012.

_____
Ali Saleh, Mayor

APPROVED AS TO FORM:

_____
David Aleshire, City Attorney

CERTIFICATE OF ATTESTATION AND ORIGINALITY

I, Patricia Healy, Interim City Clerk of the City of Bell, hereby attest to and certify that the foregoing resolution is the original resolution adopted by the Bell City Council at its regular meeting held on the 21st day of March, 2012, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

_____

Patricia Healy, Interim City Clerk

Check Signing Policy Survey

	Agencies	Number of Signatures	Dollar Limitations	Authorized Signers
1	City of Beverly Hills*	2	No	Chief Financial Officer, Treasurer
2	City of Campbell*	2	No	City Clerk, Mayor, Finance Director, Finance Manager, City Manager
3	City of Carpinteria	2	No	City Manager, Administrative Services Director, City Clerk, Finance Supervisor, H.R. Administrator
4	City of Culver City	2	No	Finance Director, Mayor, RDA
5	City of Elk Grove	2	No	Finance Director, City Manager
6	City of Hermosa Beach*	Unknown	No	Mayor, City Clerk, City Treasurer
7	City of Lake Forest* **	Unknown	No	Finance Director, City Manager, Asst. City Manager
8	City of Larkspur	1	2 signatures required over $5000	Finance Director, City Manager, Fire Chief
9	City of Lemoore*	2	No	Finance Director, City Manager
10	City of Lodi*	1	No	Treasurer
11	City of Los Altos Hills	2	No	Finance Director, City Manager, City Council Members
12	City of Montebello* **	3	No	Mayor, City Clerk, City Treasurer
13	City of Morro Bay*	2	No	Finance Director, Mayor
14	City of Palo Alto* **	1	2 signatures required over $5000	Director of Administrative Services, Treasury staff member
15	City of Rancho Cordova* **	2	No	Finance Director, City Manager, Assistant City Manager, City Council Members
16	City of Rancho Mirage* **	2	No	Mayor, City Manager, three department heads
17	City of Rocklin*	2	No	Unknown
18	City of San Luis Obispo*	1	No	Finance Director
19	City of Santa Clara*	2	No	Finance Director, City Clerk
20	City of Shafter* **	2	No	Mayor, City Treasurer, City Clerk, City Manager
21	City of Tracy*	2	No	Mayor, Mayor Pro Tem, Finance Director, City Manager, City Treasurer
22	City Of Visalia	2	No	Administrative Services Director, Finance Manager, City Manager, Accountant
23	City of Watsonville	Unknown	No	City Manager, Admin Srvs. Director, Asst. Finance Office. and 2 Financial Analyst
24	City of West Sacramento*	1	No	District Manager
25	City of Yountville	2	No	Finance Director, Town Manager, Mayor, Vice Mayor, Planning Director
26	King City	Unknown	No	Staff, Mayor
27	Town of Atherton* **	2	No	Finance Director, City Manager, Mayor

Check Signing Policy Survey

	Agencies	Number of Signatures	Dollar Limitations	Authorized Signers
28	Town of Tiburon	2	1 of the signatures must be Council Member if over $2500	Town Manager, Director of Administrative Services, Town Attorney, Council Members
29	Town of Truckee	1	No	Administrative Services Director, three other signers (no Council members)
30	Laguna Beach County Water District	2	No	General Manager, Manager of Finance, Commissioner
31	South Orange County Waste Water Authority*	2	No	Finance Director, General Manager
32	Rosamond Community Services Department	2	1 of the signatures must be Board Member if over $25,000	Staff
33	Regional Government Services Authorities	1	No	Chief Executive
34	San Mateo County Harbor District	2	1 of the signatures must be Board Member if over $10,000	General Manager, Finance Director (up to $5000), Board members
35	County of Riverside	1	Manual checks require 2 signatures	Treasurer/Tax Collector's office, Auditor/Controller's Office, School District
36	Hi-Desert Water District	1	2 signatures required over $15,000	General Manager, Board members
37	Palmdale Water District*	1	No	General Manager, Board members
38	Montecito Water District	2	No	General Manager, Business Manager, Board members
39	Calaveras County Water District	2	No	Finance Dept., Admin Dept.
40	Marina Coast Water District	1	2nd signature by Board Member if over $25,000	General Manager, Finance Director
41	Mesa Consolidated Water District	2	2nd signature by Board Member if over $25,000	General Manager,Board Member, Administrative Services Manager, Financial Services Manager
42	Western Municipal Water District* **	1	2nd signature required if over $10,000	General Manager, Chief Financial Officer, Controller, Chief Adminstrative Officer, Asst General Manager
43	South Bay Regional Public Communications Authority	2	No	Finance Manager, Executive Director, 2 Managers
44	San Elijo Joint Powers Authority	2	No	General Manager, Assistant General Manager

* Use electronic signature or signature plate

** May require at least one wet signature