City Council Agenda

Regular Meeting

Wednesday, September 28, 2011
7:00 PM

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 welcomes 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.

Regularly City Council meetings are held the second and fourth 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.

Meeting of
Bell City Council
Bell Community Redevelopment Agency
Bell Community Housing Authority
Planning Commission

September 28, 2011
7:00 P.M.

Bell Community Center
6250 Pine Avenue

I. Call to Order

1.01 Pledge of Allegiance to the Flag.

1.02 Roll call of City Council in their capacities as Councilmembers, Community Redevelopment Agency Members, Community Housing Authority Commissioners and Planning Commissioners.

Ms. Alvarez _____
Ms. Quintana _____
Mr. Harber _____
Mr. Valencia _____
Mr. Saleh _____

II. Communications From The Public on Agenda Items Only

This is the time for members of the public to address the City Council, Community Redevelopment Agency, the Community Housing Authority, the Public Finance Authority and the Bell Solid Waste Authority 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, that requests must be submitted prior to the beginning of the first speaker's remarks.

III. Public Hearing of the Planning Commission

The following items have been posted as a Public Hearing as required by law. The Chair will open the Public Hearing to receive testimony from the members of the public.

3.01 Consideration of Resolution No. 2011-42 Approving Conditional Use Permit 2011-02 to Allow a Religious Worship and Education Center known as Bell Islamic Center; Location 5232-5250 Gage Avenue, Bell, CA 90201. 1-50

Recommendation: After receiving public testimony and closing the Public Hearing, adopt the resolution and approve the conditional use permit.

IV. 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.

4.01 Consideration of Special Bell City Council Minutes dated July 29, 2011, Special Bell City Council Minutes dated August 8, 2011 and Bell City Council, Bell Community Redevelopment Agency and Bell Community Housing Authority Minutes dated August 10, 2011. 51-63

Recommendation: Approve the minutes.

4.02 Consideration of Warrants dated September 14-28, 2011. 64-76

Recommendation: Approve the warrants.

4.03 Consideration of Resolution No. 2011-41 Setting the Dates and Times of the City Council's Regular Meetings from October through December 2011. 77-79

Recommendation: Adopt the resolution.

4.04 Consideration of Bid Results for Street Rehabilitation Projects at Various Locations and Resolution No. 2011-40 Appropriation Funding and Budget Amendment for Fiscal Year 2011-2012. 80-102

Recommendation: Adopt the resolution and authorize the Interim CAO to enter into a contract with Hardy & Harper, Inc.

4.05 Consideration of Agreement with a Financial Advisor With Reference to Bond Workout Plan. 103-132

Recommendation: Approve the agreement and authorize the Mayor to execute upon approval as to form by the City Attorney.

4.06 Consideration of Extension of Solid Waste Collection Franchise and Competitive Franchise Selection Process. 133-134

Recommendation: Approve an extension of the franchise with Consolidated Disposal through June 30, 2012 and authorize the ICAO to conduct a competitive selection process for a new franchise

4.07 Consideration of Remittance Agreement per AB 27 Between City and Bell Community Redevelopment Agency. 135-144

Recommendation: Approve the agreement and authorize the Mayor to execute upon approval as to form by the City Attorney.

4.08 Consideration of Resolution No. 2011-43 Committing City to Adoption of Ordinance Complying with AB 27 Before November 1, 2011. 145-149

Recommendation: Adopt the resolution.

4.09 Consideration of Agenda Transmittal/File & Receive: Preliminary Draft Recognized Obligation Payment Schedule (PDROPS). 150-152

Recommendation: Receive and File.

V. Community Redevelopment Agency

The Bell Community Redevelopment Agency will convene to conduct their business meeting. Pursuant to the Ralph M. Brown Act public comments may be received on agenda items prior to the Board of Directors taking action.

5.01 Consideration of Resolution No. 2011-44 and Approval of Remittance Agreement per AB 27 Between City and Bell Community Redevelopment Agency. 153-162

Recommendation: Adopt the resolution and approve the agreement and authorize the Chair to execute upon approval as to form by the Agency Counsel.

5.02 Consideration of Agenda Transmittal/File & Receive: Preliminary Draft Recognized Obligation Payment Schedule (PDROPS). 163-165

Recommendation: Receive and file.

VI. Community Housing Authority

The Bell Community Housing Authority will convene to conduct their business meeting. Pursuant to the Ralph M. Brown Act public comments may be received on agenda items prior to the Board of Directors taking action.

6.01 Consideration of Warrants dated September 14-28, 2011. 166-171

Recommendation: Approve the warrants.

VII. Communications From The Public

This is the time, members of the public may address the City Council, Community Redevelopment Agency, the Community Housing Authority, the Public Finance Authority and the Bell Solid Waste Authority 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.

VIII. 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.

IX. Adjournment

9.01 Adjourn in memory of Jo Shoup.

Next Regular Meeting, Wednesday, October 12, 2011 at 7:00 P.M.

I, Rebecca Valdez, CMC, City Clerk of the City of Bell, certify that a true, accurate copy of the foregoing agenda was posted on September 23, 2011 Seventy-two (72) hours prior to the meeting as required by law.

Rebecca Valdez, CMC
City Clerk

DATE: September 28, 2011

TO: Honorable Chair and Planning Commission Members

FROM: Arne Croce, Interim Chief Administrative Officer

BY: Carlos M. Chacon, Assistant City Planner

SUBJECT: CONSIDERATION OF PUBLIC HEARING FOR CONDITIONAL USE PERMIT NO 2011-02 TO ALLOW THE CONSTRUCTION OF A TWO STORY, 5,955 SQUARE FOOT BUILDING TO BE USED AS A PLACE OF WORSHIP AND RELIGIOUS EDUCATION CENTER KNOWN AS THE BELL ISLAMIC CENTER, ON AN EXISTING 22,761 SQUARE FOOT SITE LOCATED AT 5232-5250 GAGE, BELL, CA.

RECOMMENDATION

Staff recommends that the application be reviewed, the public hearing be opened, and that the Planning Commission Adopt Planning Commission Resolution No. PC 2011-42 entitled:

A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF BELL APPROVING CONDITIONAL USE PERMIT NO. 2011-02 TO ALLOW THE CONSTRUCTION OF A TWO STORY, 5,955 SQUARE FOOT BUILDING TO BE USED AS A PLACE OF WORSHIP AND RELIGIOUS EDUCATION CENTER KNOWN AS THE BELL ISLAMIC CENTER, ON AN EXISTING 22,761 SQUARE FOOT SITE LOCATED AT 5232-5250 GAGE, BELL, CA.

Alternatively, the Council may: (1) Direct staff to draft an appropriate resolution of denial and continue the item to the next meeting or (2) Continue the item for further discussion.

SUMMARY

The applicant, Bell Islamic Center (the "Applicant"), is requesting that the City of Bell Planning Commission consider the Applicant's request for Conditional Use Permit No. 2011-02 to allow the construction of a two story, 5,955 square foot building to be used as a Place of Worship and religious education known as the Bell Islamic Center, on an existing 22,761 square foot site located at 5232-5250 Gage, bell, ca..

Bell Municipal Code, Section 17.96.030.16 governs the uses for which a conditional use permit is required.

BACKGROUND

The Bell Islamic Center organization acquired the properties located at 5232, 5234, and 5250 Gage Avenue on August 16, 2010. The properties are legally described as Lot 1 of Tract 4620 and Lots 1 & 2 of Tract 10075 which are located on the south west corner of Chanslor and Gage Avenues. The current zoning of the site is known as a C-3R Zone, which was established in order to provide areas within the City where commercial uses and residential uses (subject to a Conditional Use Permit) can be developed.

The Applicant is proposing to construct a new two story 5,955 square foot building to become the Bell Islamic Center providing the city's local community with a place for worship, prayer, counseling, and weekend religious education classes. At any given time during the week there will be 2 staff members per shift to provide access to the facility for patrons to utilize. The proposed schedule of activities occurring on the site on a weekly basis is included in Table 1 below.

Table 1: Proposed Operations for Bell Islamic Center

Days of the Week	Times	Activity	No. of People
Monday – Friday	8:00 a.m. – 7:00 p.m.	Office Hours	2 +
Monday – Friday	4:00 a.m. – 10:00 p.m.	Prayer Available	20-100
Friday	12:00 p.m. – 2:00 p.m.	Main Prayer Service	Max. Capacity
Friday/Saturday	Sunset - 2 hrs. after	weekly family event	Max. Capacity
Saturday/Sunday	10:00 a.m. – 3:00 p.m.	Weekend School	varies w/enrollment

DESCRIPTION OF PROPERTY AND IMPROVEMENTS

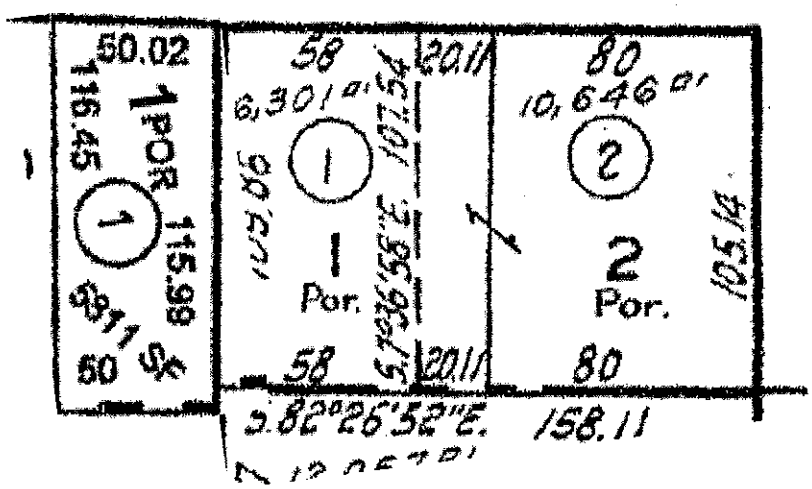
The project site is composed of three parcels on the southwest corner of Gage Avenue and Chanslor Avenue. The site is currently surrounded by commercial uses on the west property line and residential properties on the south property line. The site parcels are recorded as APN 6327-030-001, 6327-032-001, and 6327-032-002 on which three structures exist, one being the site of the previous tenant Ashley Electric Company. The site is relatively flat and has concrete pads sporadically placed throughout the parcels. Before the demolition of and grading phase of the project is conducted, the applicant will provide a waste management plan to verify compliance with the mandated recycling Ordinance 1157 which requires that all projects recycle at least 50% of the total project waste.

The project site has area equal to 22,761 square feet which will include parking facilities that will accommodate 43 vehicles (33 standard stalls, 8 compact stalls and 2 handicap stalls). The parking lot will be improved with landscaping, lighting and new drive way approaches. The percent required for landscaping by the Bell

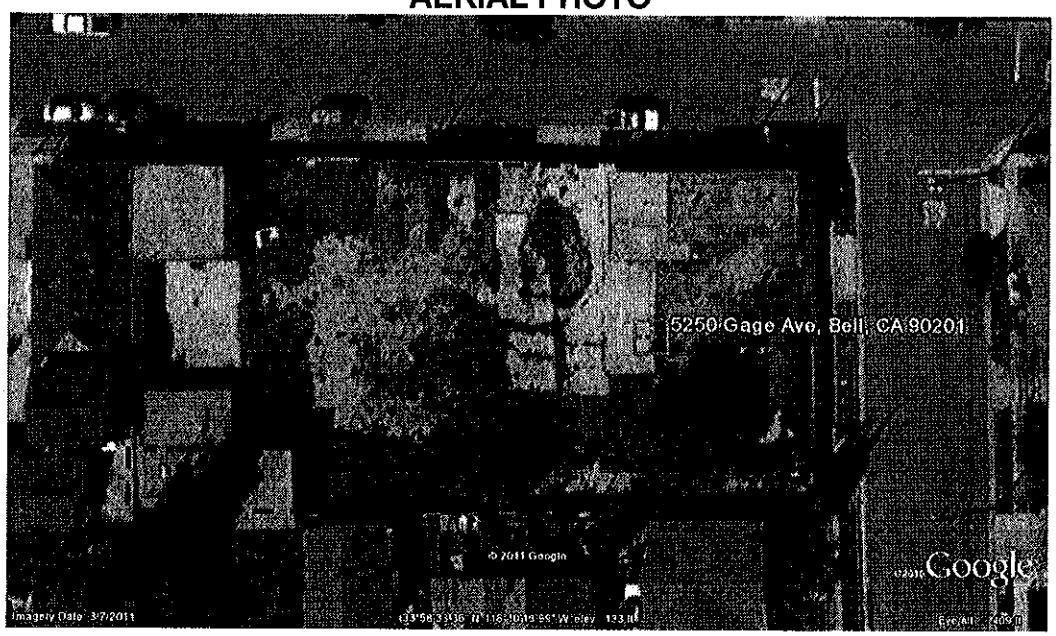
Municipal Code currently stands at 6%. However the applicant has allotted 8% of the lot to be landscaped with Coast Live Oaks trees, Toyon bushes, Bermuda grass and a variety of flower species including but not limited to Cleveland Sage, Jasmine, and California Poppies.

The project site also includes some landscaping near the corner street frontage of Chanslor and Gage Avenues to screen the proposed transformers and trash enclosure. The project site will propose to replace three driveway approaches along Gage Avenue with 2 new driveway approaches and keep the existing driveway approach on Chanslor Avenue. The site will have one ingress and one egress approach on Gage Avenue and one Egress approach on the Chanslor Avenue side.

LA COUNTY ASSESOR'S PARCEL MAP

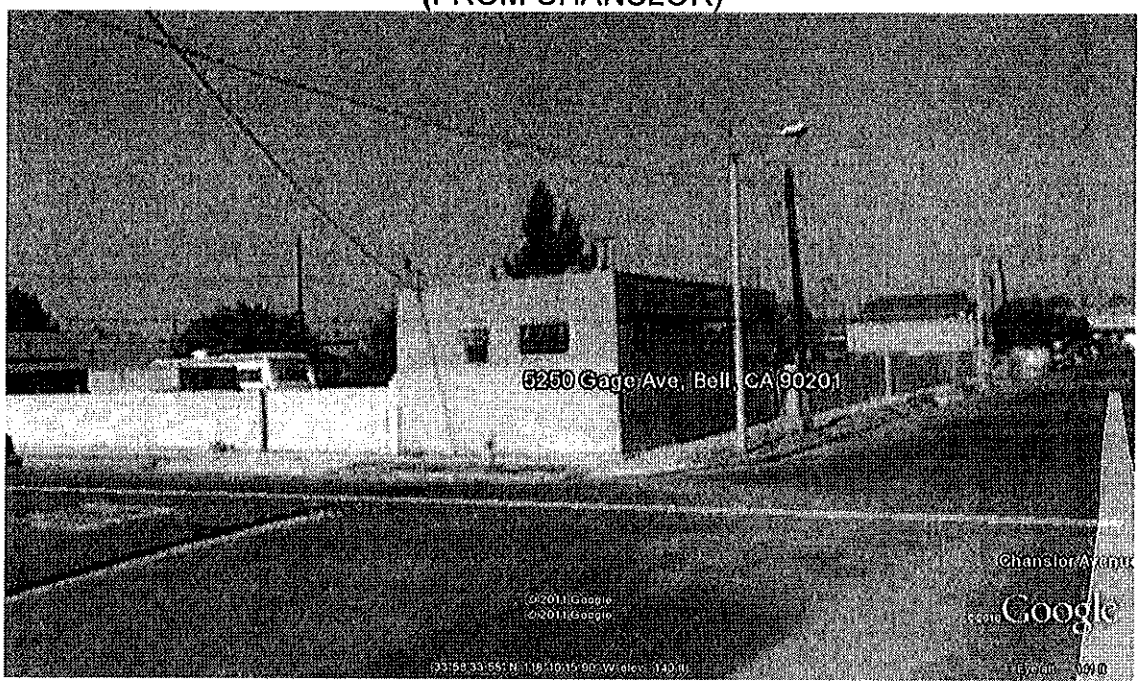


AERIAL PHOTO

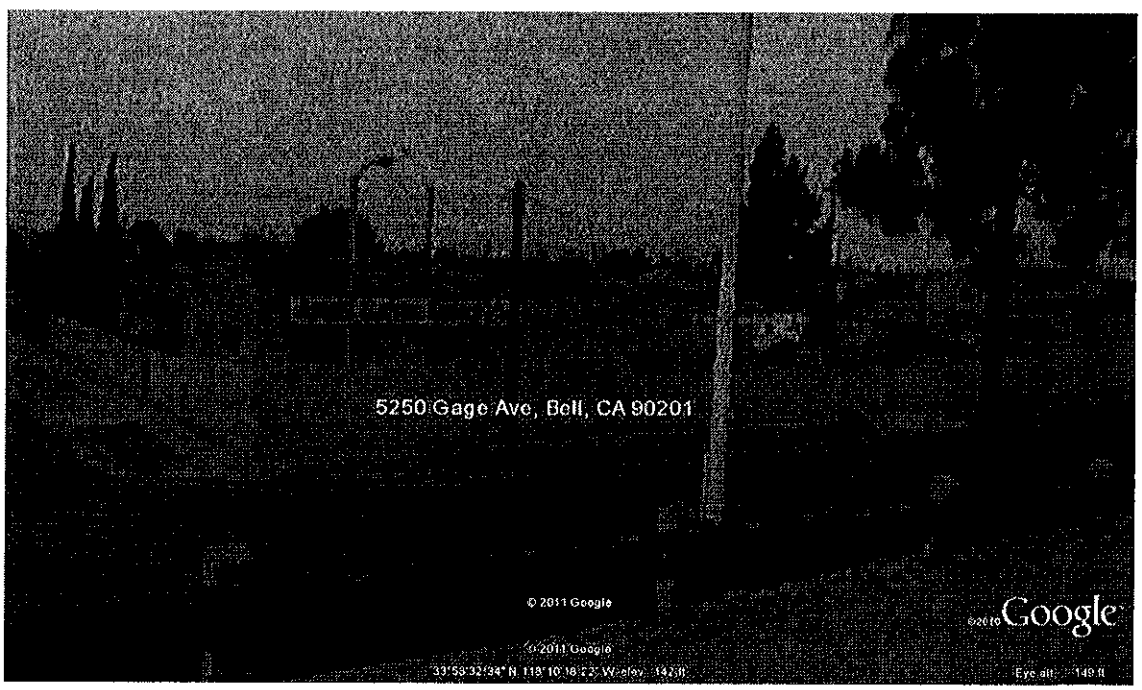


STREET VIEW

(FROM CHANSLOR)



STREET VIEW
(FROM GAGE)



A summary of the project site's general land use statistics are as follows:

LAND USE STATISTICS

Total Lot Area (square feet)	22,761 sq. ft.
New Two Story Building Area (square feet)	5,955 Sq. ft.
Number of Required Parking Stalls	43
Total Number Parking Handicap Spaces	2 stalls
Total Number of Standard Spaces Provided	33 spaces
Total Number of Compact Spaces Provided	8 spaces
Landscaping Percent Required	6%
Landscaping Percent Provided	8%

ARCHITECTURAL REVIEW

The Applicant proposes to construct a two story 5,955 square foot building which will include a main gathering assembly area of 1,250 square feet designated as a prayer hall, a Library and Sound Control Area measuring 400 square feet, 1,016 square feet of office space, a total of 750 square feet divided into 3 class rooms, 1,130 square feet of General use areas including lobby, activity and receptions areas, and 1,649 square feet for 4 bathrooms, and 4 storage areas, including the proposed elevator and stairs. The building has been designed with round corners, arched windows, and a roof mounted golden dome bringing the overall height of the building to 59 feet in height.

The project includes many design elements typically found in customary Islamic architecture. The applicant has chosen to build a golden dome, and a tile mosaic band has been proposed for the exterior wall surrounding the building. Stucco will have a smooth finish and will be incorporated into the arches and columns in the project. The stucco will use three different neutral colors to create accents for different architectural features of the structure. The first floor walls will receive one base color, while the second floor walls will receive a different lighter color. The architectural arches and columns will also be a contrasting stucco color. The tile that is proposed to be located on the building will be placed between the first and second floor and will be a ceramic medallion tile in nature. The unique design feature of the building is the dome and spherical accents that are proposed to be made of fiberglass and painted in a golden hue. The height limit for structures in the C-3R Zone is 70 feet. However, the overall building height including the dome feature of the project does not exceed a height of 60 feet.

PARKING AND CIRCULATION

Bell Municipal Code section 17.76.020 (1)(a) requires one parking space per 200 square feet of gross floor area of a building of less than 5,000 square feet in a C Zone. Additionally, pursuant to section 17.76.020.3, Assembly uses require 1 parking space for every 4 fixed seats If there are no fixed seats (as is the case with this development), the requirement is one for every 50 square feet of gross floor area devoted to the assembly use. The project as proposed will require a total of 43 parking spaces. The parking tabulation on the site plan shows the required parking spaces per floor area. For the 1,250 square foot assembly area the required number of parking stalls is 1 per 50 square feet of gross floor area devoted to such use. Any principal use will require 1 parking stall for every 200 square feet of gross floor area. Lastly, all other areas that are considered as joint use areas such as storages and non-habitable areas are considered at 1 parking stall per 1,000 square feet of gross floor area.

GENERAL PLAN AND ZONING CONSISTENCY

The City's General Plan Land Use Element designates the subject property for Commercial and Residential use. The proposed use would be consistent with the General Plan and does not conflict with the established goals and objectives of the Land Use Element as noted in the findings below. The project site is within the C-3R Zone. Pursuant to Section 17.96.030 (16) of the Bell Municipal Code, a Place of Worship may be located in any zone, including the C-3R zone, with a valid Conditional Use Permit. The proposed project is also compatible with the surrounding land uses, which are summarized in the chart below.

SURROUNDING LAND USES

Direction	Land Use Designation	Use
North	C-3R	Commercial Mixed Use
South	R-3	Multi-Family Residential Use
East	C-3R	Commercial Mixed Use
West	C-3R	Commercial Mixed Use

PUBLIC NOTICE

In conformance with applicable law, staff sent out notices to all the surrounding property owners within 300 feet of the project location. A total of 57 owners were notified of the proposed application and project proposal. The notices were also posted at three specific sites and were published on September 8, 2011 in a newspaper of general circulation.

ENVIRONMENTAL REVIEW

Staff has reviewed the Conditional Use Permit application and determined that the proposed project will require the adoption of a Negative Declaration in accordance with the California Environmental Quality Act, CEQA Guidelines, Title 14, Chapter 3 of the California Code of Regulations; declaring that adoption of the project will not have an adverse effect upon the environment. Consequently, the staff has prepared a Notice of Determination.

FINDINGS OF FACT

The Applicant has submitted responses to the required findings pursuant to Chapter 17.96.040 of the Bell Zoning Code. Staff notes that the following circumstances are applicable to the subject site:

1. The site for the proposed use is adequate in size, shape and topography to accommodate the proposed use. The site is adequate in size in that it is able to accommodate the required number of parking spaces for the intended use. Furthermore the site fulfills the General Plan's land use policy 9 which provides incentives for the consolidation of lots, such as this project is proposing.

2. The subject site has sufficient access to public streets and highways adequate in width and pavement type, to carry the quantity and quality of vehicular and pedestrian traffic expected to be generated by the proposed use. The subject site is located on Gage Avenue which is a major arterial street that can handle the current and future generated traffic for the existing facility. The site has been designed to have three driveways to allow for sufficient ingress and egress from the property. Furthermore, the site is located on the most southerly portion of Gage Avenue which has a substantially less amount of traffic versus if the property was located on the main thoroughfare. Therefore the traffic impact will be less than significant.

3. The new buildings and structures will remain architecturally compatible with existing and prospective uses of land located in the immediate vicinity of the site. Specifically, the proposed new Building and facility will encourage a high level of quality in construction and site design features including using standard materials for the exterior of the building as reflected in the land use policy 4 of the Bell General Plan. The colors of the exterior have been designed with earth tones to blend with the surrounding properties.

4. The location of the proposed use on the site is compatible with existing and proposed uses along the commercial corridor along Gage Avenue. Places of Worship are permitted in the C-3R Zone, subject to receiving approval of a Conditional use Permit, and are compatible with the commercial mixed uses including the existing churches/places of worship currently located along in the C-3R Zones around the city and surrounding the project site.

5. The conduct of the proposed use is in compliance with the applicable provisions of the General Plan of the City of Bell. The proposed use will be promoting cultural solidity through the provision the property's rehabilitation and of additional services to Bell residents desiring to attend an Islamic place of worship as stated in policy 11 of the General Plan.

CONDITIONS OF APPROVAL

If the Conditional Use permit is granted, Staff recommends that the following conditions be attached to the Conditional Use Permit:

1. The property shall be maintained in accordance with:

    A. The Application and Exhibits thereto ("A" through "D") attached to this Agenda Report, and on file in the office of the Clerk of the City of Bell; and

    B. All applicable laws, including, but not limited to, Bell Municipal Code and the Bell Zoning Code, specifically Chapter 17, as the same may be amended from time to time; and

    C. All of the conditions of approval as set forth in this Conditional Use Permit No. 2011-02.

2. The Bell Islamic Center is the sole holder of this entitlement.

3. The Bell Islamic Center will be allowed to construct the 5,955 square foot building with a valid conditional use permit (CUP No. 2011-02), and any approvals that

may be required by other entities having jurisdiction over the construction of the building including but limited to public utility providers and fire department.

4. This Conditional Use Permit is subject to annual review by the appropriate City of Bell Department, including but not limited to Police, Building and Safety, Planning, Public Works, Finance, CAO.

5. Any violation of any of the conditions of approval may subject the Conditional Use Permit to the revocation procedures established by Bell Municipal Code Section 17.96.170. Upon recommendation of the Chief Administrative Officer or designee, the body which originally granted the Conditional Use Permit shall conduct a noticed public hearing to determine whether such permit should be revoked.

6. Any additional (i) substantial modification to a building or structure located on the property, or (ii) intensification of use so as to make the parking inadequate, as determined by the Chief Administrative Officer or designee, shall be referred to the Planning Commission for review and approval.

7. Prior to the issuance of building permits the applicant will submit two sets of plans to the department of building and safety for plan check review and shall obtain approval of such plans by all agencies pertinent to the project proposal.

8. The Applicant shall also be responsible for paying any required City fees and fees from other associated agencies prior to the issuance of a building, grading, demolition or encroachment permits.

9. The applicant shall observe all city ordinances during the construction of the site, specifically Chapter 8.28 as it pertains to noise nuisances. Additionally, the City will require that the applicant comply with construction equipment that has adequate noise reduction devices (i.e.: mufflers) and they are properly tuned to minimize noise pollution to the surrounding properties.

10. All textures, materials, and colors utilized on exterior elevations of the building are subject to review by the City of Bell Architectural Review Board.

11. Before the issuance of any permits for this project, that the applicant shall consolidate the lots with parcel numbers 6327-030-001, 6327-032-001 and 6327-032-002 to be held as one by filing a lot merger application with the City Engineer's Office

12. All exterior building surfaces, including but not limited to doors and windows shall be properly cleaned and maintained at all times, and

13. Any graffiti placed on any building or structure located on the property shall be removed promptly after its placement. Failure on the Applicant's behalf to remove such graffiti upon twenty-four (24) hours written notice shall empower the City to enter upon the property and cause such removal, or painting over, of said graffiti, at the expense of the Applicant. The Applicant shall promptly pay, upon receipt of an invoice from the City, all the City's reasonable costs of such work.

14. No vehicles (commercial or otherwise) shall be:

    a. Parked on the property except in marked parking spaces; and

    b. Parked on the property unless owned and operated by patrons and/or employees of the building; or

    c. Parked overnight.

15. The Applicant guarantees that there will be no deviation from the approved minimum number of parking spaces, including reserved parking, compact parking, loading spaces, car and vanpool parking and any other ancillary forms of parking provided, and that the project will at all times conform to the parking plan indicated in Exhibit "A" -"Site Plan".

16. The Applicant agrees to maintain the property and all related on-site improvements and landscaping thereon, including, without limitation, buildings, parking areas, lighting, signs and walls in a first class condition and repair, free of rubbish, debris and other hazards to persons using the same, and in accordance with all applicable laws, rules, ordinances and regulations of all Federal, State, County and local bodies and agencies having jurisdiction, at applicant's sole cost and expense. Such maintenance and repair shall include, but not be limited to, the following: (i) sweeping and trash removal; (ii) the care and replacement of all shrubbery, plantings, and other landscaping in a healthy condition; and (iii) the repair, replacement and restriping of asphalt or concrete paving using the same type of material originally installed, to the end that such paving, at all times be kept in a level and smooth condition.

17. The Applicant shall remove and replace all offsite improvements including but not limited to all driveway approaches, full width sidewalks, curb and gutter, and new handicap ramps along both street frontages (Gage and Chanslor Avenues). Plan shall be submitted for review and approval by the City Engineer.

18. The proposed project shall comply with the provisions outlined in the National Pollution Discharge Elimination System (NPDES).

19. Clarifiers or filters shall be placed at strategic locations in the parking area to prevent illicit discharge of substances into storm drains.

20. The Applicant agrees to maintain proper security lighting on the property that promotes a secure and safe environment. Prior to the installation of any new exterior lighting, a lighting plan shall be submitted for review and approval by the City's Police Chief and the Planning and Building Department. Any new and existing exterior lighting shall be fully shielded to ensure no glare will be emitted to the surrounding properties.

21. The Applicant agrees that all new improvements shall be in accordance with all necessary local, state and federal guidelines for handicapped access including, but not limited to the Americans with Disabilities Act, and the 2010 California Building Code.

22. The cost of any required inspections shall be the responsibility of the Applicant and, when requested by the Applicant, shall be requested 48 hours in advance.

23. All activities related to the business shall be conducted inside of the proposed structure.

24. Adequate security fencing shall be installed before construction begins.

25. No storage shall occur on the premises outside of the building storage area.

26. The applicant and each of his agents, contractors, and subcontractors engaged in construction activities on the property shall obtain proper permits, business licenses, and contractor's licenses from the City of Bell.

27. Before the demolition of and grading phase of the project is conducted, the applicant will provide a waste management plan to verify compliance of the mandated recycling ordinance 1157 which requires that all projects recycle at least 50% of the total project waste.

28. Any work shall be performed in accordance with the requirements of the *Standard Specifications for Public Works Construction,* 2010 edition, and any supplements or amendments thereto.

29. Any public improvements damaged as a result of construction activities on the site shall be removed and replaced in accordance with City Standards

30. The Applicant agrees that any subsequent tenant improvements shall be in accordance with all necessary local, state and federal guidelines for handicapped access including, but not limited to the Americans with Disabilities Act, and the 2010 California Building Code.

31. There shall be no public telephones located on the property except within an enclosed building. The term "building," as used herein, shall not include telephone booths.

32. All trash enclosures shall be maintained in accordance with the standards of the City and shall be architecturally compatible with principal structures and shall be located in a manner that will not impede vehicular motion on the property and shall be properly screened with department approved materials including but not limited to landscaping, shrubs, trees and or vines.

33. Any additional signage shall require that a signage plan be submitted separately and approved by the Architectural Review Board, pursuant to the provisions outlined in the Bell Zoning Code.

34. The Applicant or an authorized representative shall execute an Affidavit indicating that he/she is aware of all of the terms of this Conditional Use Permit, and accepts all the conditions imposed by this Conditional Use Permit.

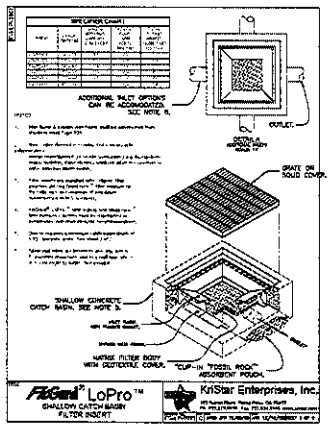
35. The applicant shall be responsible for filing any and all pertinent documents with the Los Angeles County Recorder's Office and that copies of said licenses and certifications shall be maintained on file with the City of Bell.

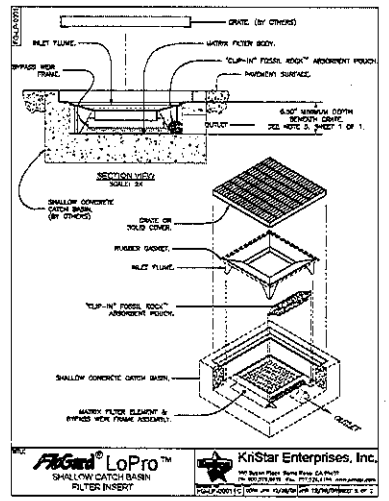
36. The Applicant shall agree to defend, indemnify and hold harmless, the City of Bell, its agents, officers and employees from any claim, action or proceeding against the City of Bell or its agents, officers or employees to attach, set aside, void or annul, an approval of the City of Bell, its legislative body, advisory agencies, or administrative officers concerning the subject Application. The City of Bell will promptly notify the applicant of any such claim, action or proceeding against the City of bell and the applicant will either undertake defense of the matter and pay the City's associated legal or other consultant costs or will advance funds to pay for defense of the matter by the City Attorney. If the City of Bell fails to promptly notify the applicant of any such claim, action or proceeding, or fails to cooperate fully in the defense, the applicant shall not, thereafter, be responsible to defend, indemnify or hold harmless the City of Bell.

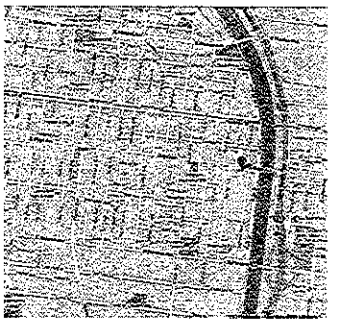
Notwithstanding the foregoing, the City retains the right to settle or abandon the matter without the applicant's consent, but should it do so, the City shall waive the indemnification herein, except, the City's decision to settle or abandon a matter following an adverse judgment or failure to appeal, shall not cause a waiver of the indemnification rights herein.

Attachments

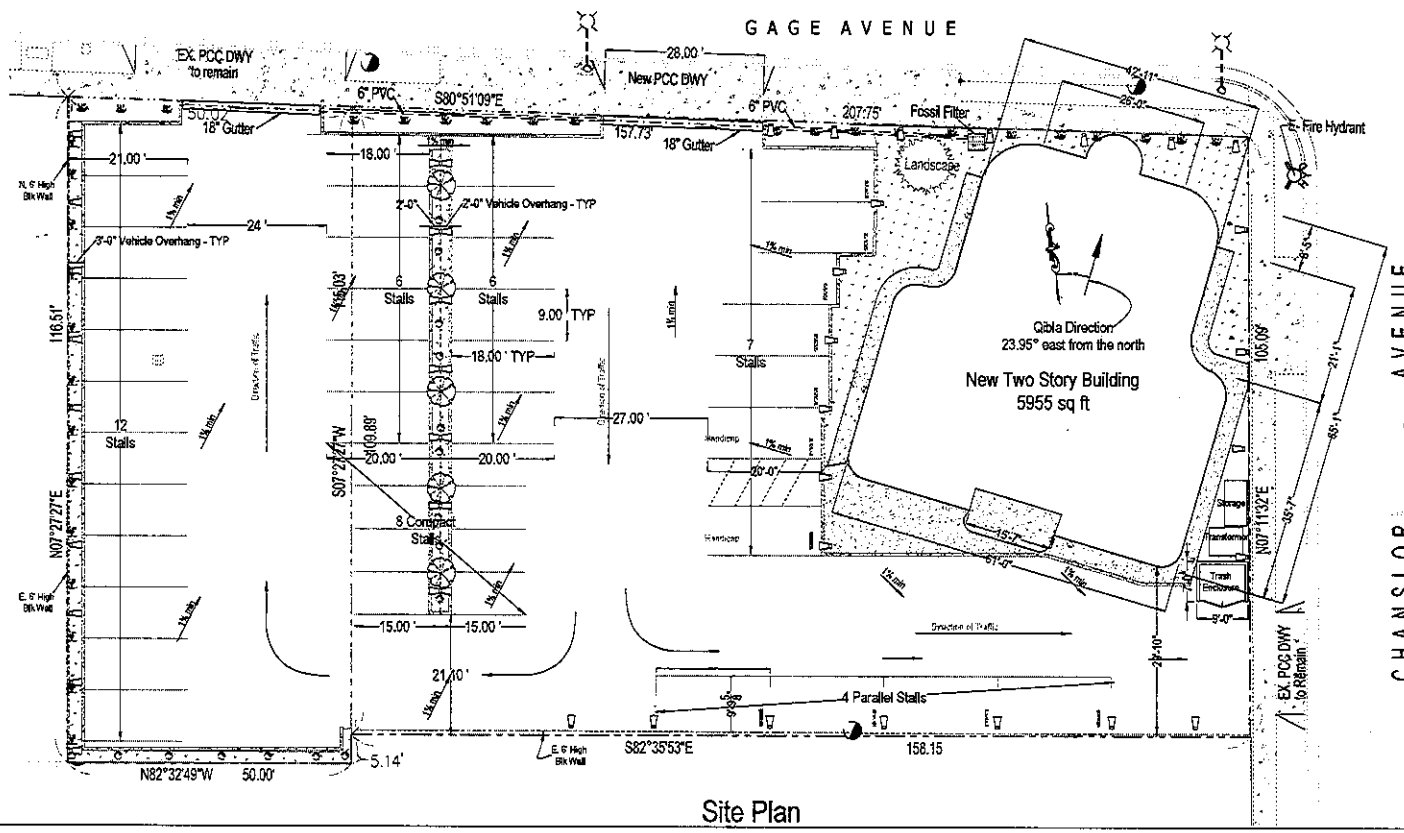
Exhibits:
- "A" – Floor Plan, Site Plan, Elevations, and Renderings
- "B" – Environmental Notice of Determination & Negative Declaration
- "C" – Conditional Use Permit Application
- "D" - Radius Map







Vicinity Map



Site Plan

Sheet Index:

Sheet No.	Description
A-0	Site Plan & Cover Sheet
A-0.5	Colored Rendering
A-0.75	Site Photos
A-1	1st Floor Plan Door & Window Schedules
A-2	2nd Floor Plan
A-3	North & South Elevations Exterior Finish Specifications
A-4	East & West Elevations

Project Description:
Construct new two story building, new parking lot, provide new landscape, remove existing driveways, construct new driveways, remove existing block fence.

Land Use Zone:
C-3R

Occupancy Group:
A-3, E, S

Area of Lot:

Lot 1 Parcel 4520:	5790 sq ft
Lot 1 Parcel 10072:	8480 sq ft
Lot 2 Parcel 10072:	8531 sq ft
Total Lot Area:	22791 sq ft

Square footage of new building:

1st Floor:	3395 sq ft
2nd Floor:	2560 sq ft
Total:	5955 sq ft

% of lot coverage:	15%
Landscape area:	18968 sq ft
% of Landscape:	83%

LEGAL DESCRIPTION

PARCEL 1:

LOT 1 OF TRACT NO. 4520, IN THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 50, PAGE 15 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

PARCEL 2:

LOT 1 AND 2 OF TRACT NO. 10072, IN THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 155, PAGE 33 TO 36 INCLUSIVE OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

Parking Tabulation:

1st Floor:

Assembly = 1250	Required parking spaces= 1250/50 =25
Any principal use = 1395 sq ft	Required parking spaces = 1395/200= 7
Misc. = 700 sq ft	Required parking spaces = 700/1000=1

2nd Floor:

Classrooms: 3	Required parking spaces = 3
Any principal use = 1200 sq ft	Required parking spaces = 1200/200 =6
Misc = 675 sq ft	Required parking spaces = 675/1000 = 1

Total 2nd floor area. = 2560 sq ft. Total Classroom area = 750

Total parking spaces required for 1st floor = 33
Total parking spaces required for 2nd floor = 10

Total parking spaces required for the building = 43
Provided parking spaces:

Type	Quality	Size
Standard	35	9' x 20'
Compact	10	7'-6" x 15'
Handicap	02	9' x 20'

Total parking spaces provided = 45

Bermuda Grass
California Poppies
Jasmine
Cleveland Sage
California Wild Rose
Toyon
Coast Live Oak
Wall mounted exterior flourescent light
Flourescent parking lot light
Flourescent parking lot double sided light

Site Plan & Cover Sheet

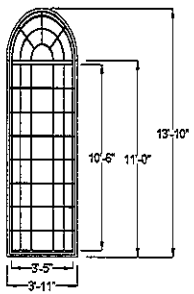
Owner: Bell Islamic Center
Project Address:
5232 Gage Ave.
Bell, CA 90201

www.Hafeez Consulting.com
1451 S. Valencia St
Anaheim, CA 92804
Project Engineer: Haitham A. Hafeez, P.E.
Tel (714) 225 - 4565 Fax (714) 776-5949 engineer@hafeezconsulting.com

Scale: 1"=10'
Date: 09/21/2011

A-0

14



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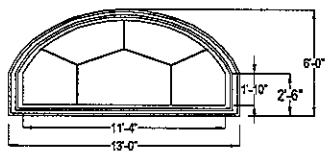

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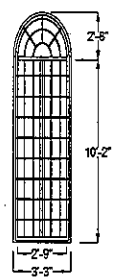

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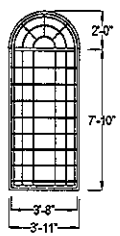

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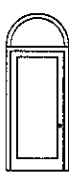
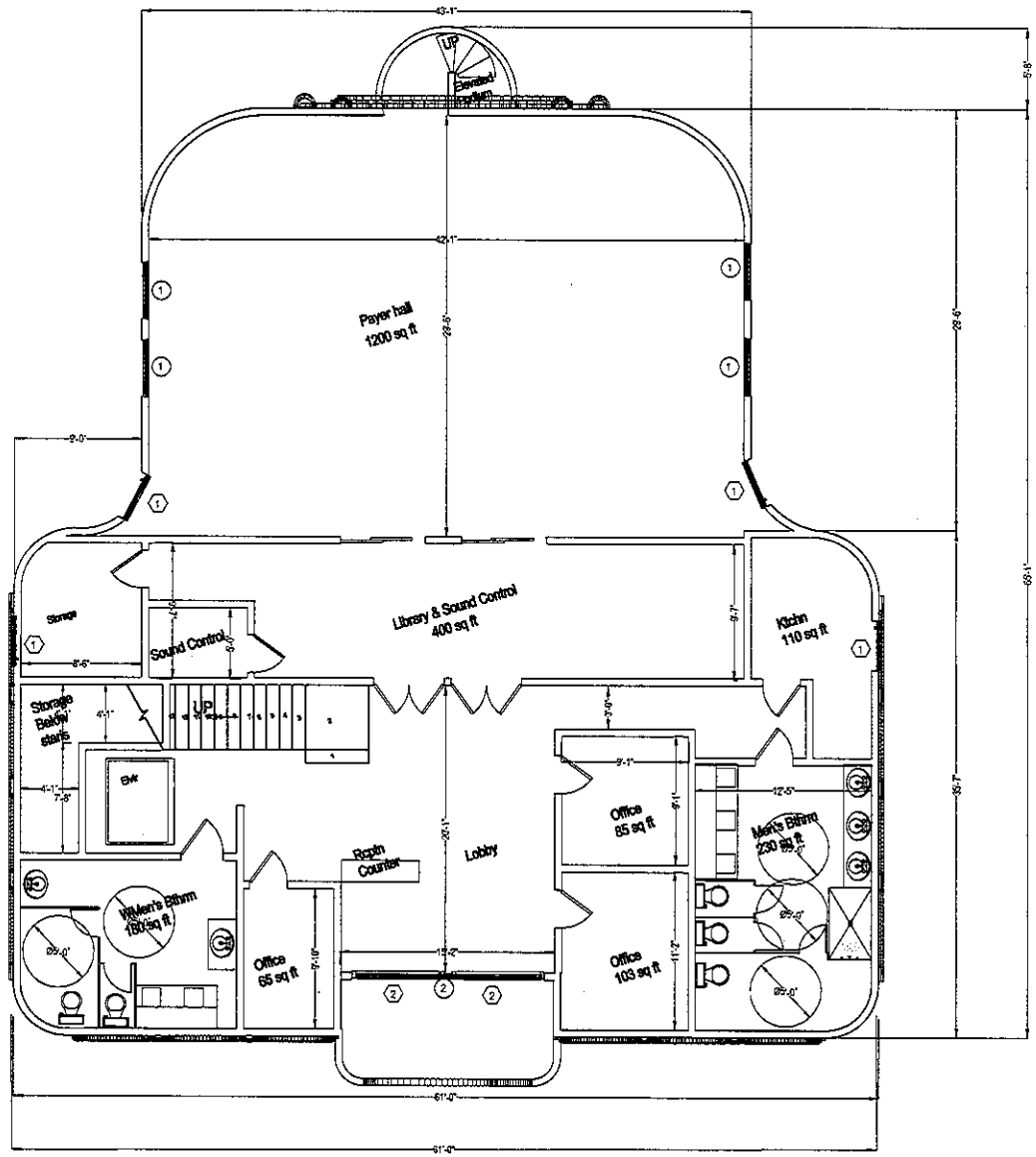


1

2

Window Schedule (#)			
No.	Size (WxH)	Material	Remarks
All windows	As shown	Vinyl Frame/Tinted Plexi Glass	Vinyl color same as dome. No trimming

Door Schedule (#)			
No.	Size	Material	Remarks
1	As shown	Wood Solid Core	Vinyl Frame same color as dome. No trimming
2	As shown	Olive green Aluminum Tinted Plexi Glass	



1st Floor Plan

Owner: Bell Islamic Center
Project Address:
5232 Gage Ave.
Bell, CA 90201

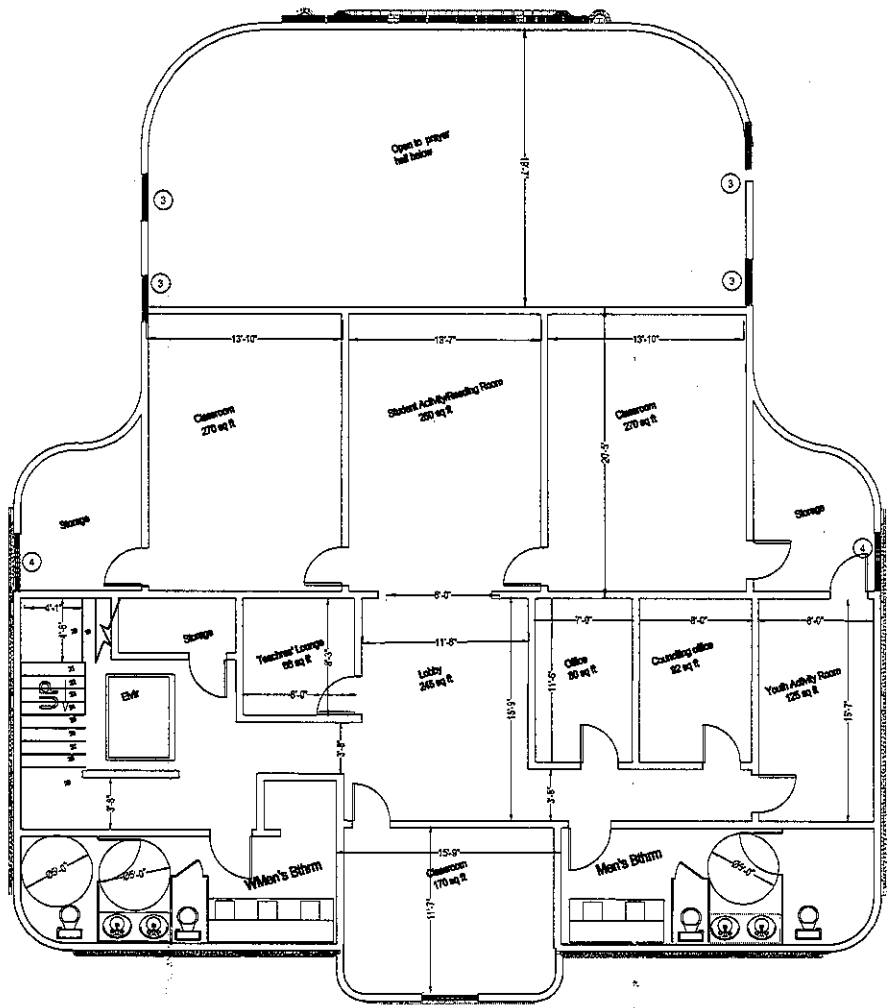
www.Halaez Consulting.com
1451 S. Hacienda St
Anaheim, CA 92804
Project Engineer: Haitham A. Halaez, P.E.
Tel (714) 226 - 4965 Fax (714) 917-2977 engineer@halaezconsulting.com

Scale: 1/4" = 1' UNO
Date: 08/06/2011

A-1

15

For Door and Window Schedule see Sheet A-1



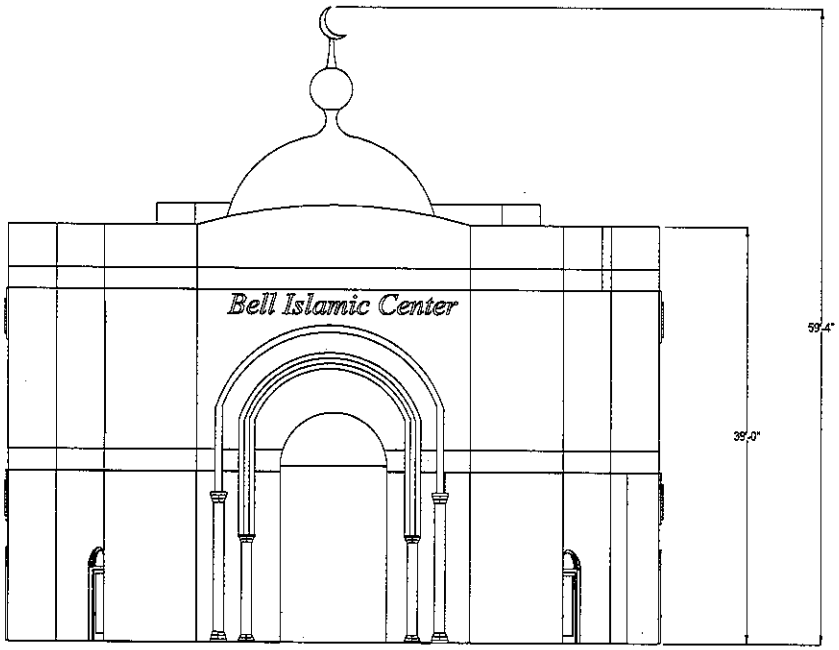
2nd Floor Plan

Owner: Bell Islamic Center
Project Address:
6232 Gage Ave.
Bell, CA 90201

www.Halesc.Consulting.com
143 S. Harbord St.
Anaheim, CA 92804
Project Engineer: Haitham A. Haloz, P.E.
Tel (714) 225-4555 Fax (714) 917-2977 engineer@halescconsulting.com

Scale: 1/4" = 1' UNO
Date: 09/08/2011

A-2



North Elevation Scale 3/16" = 1'

Exterior Finishes:

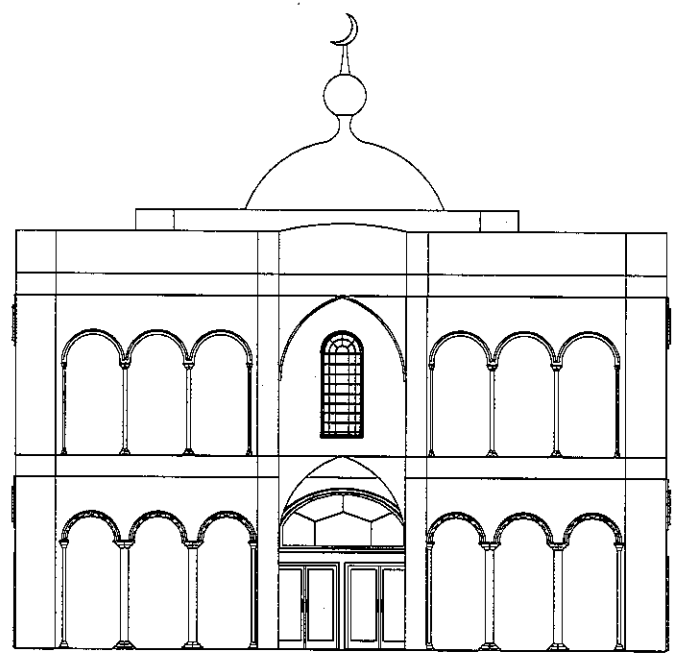
First floor walls:
- Material: Stucco
- Finish: Smooth
- Color: Misty
- Color number: XX-17 Misty
- Product Code: SBMF Base (200)
- Manufacturer: La Habra Stucco

Second floor Walls:
- Material: Stucco
- Finish: Smooth
- Color: Fallbrook
- Color number: XXX-434 Fallbrook
- Product Code: SBMF Base (200)
- Manufacturer: La Habra Stucco

Dome & Spherical Surfaces:
- Material: Fiberglass
- Color: Gold
- Color code: PPG Gold
- Manufacturer: Fiberglass Specialties, Inc.

Architectural Arches and Columns:
- Material: Stucco
- Finish: Smooth
- Color: Misty
- Color Code: XXX-17 Misty
- Manufacturer: La Habra Stucco

Separation between floors:
- Material: Ceramic Medallion Tile



South Elevation Scale 3/16" = 1'

Elevations Plan

Owner: Bell Islamic Center
Project Address:
5232 Gage Ave.
Bell, CA 90201

www.Hafeez Consulting.com
1451 S. Hacienda St
Anaheim, CA 92804
Project Engineer: Haitham A. Hafeez, P.E.
Tel (714) 225 - 4565 Fax (714) 917-2877 engineer@hafeezconsulting.com

Scale: 1/4" = 1' UNO
Date: 08/06/2011

A-3

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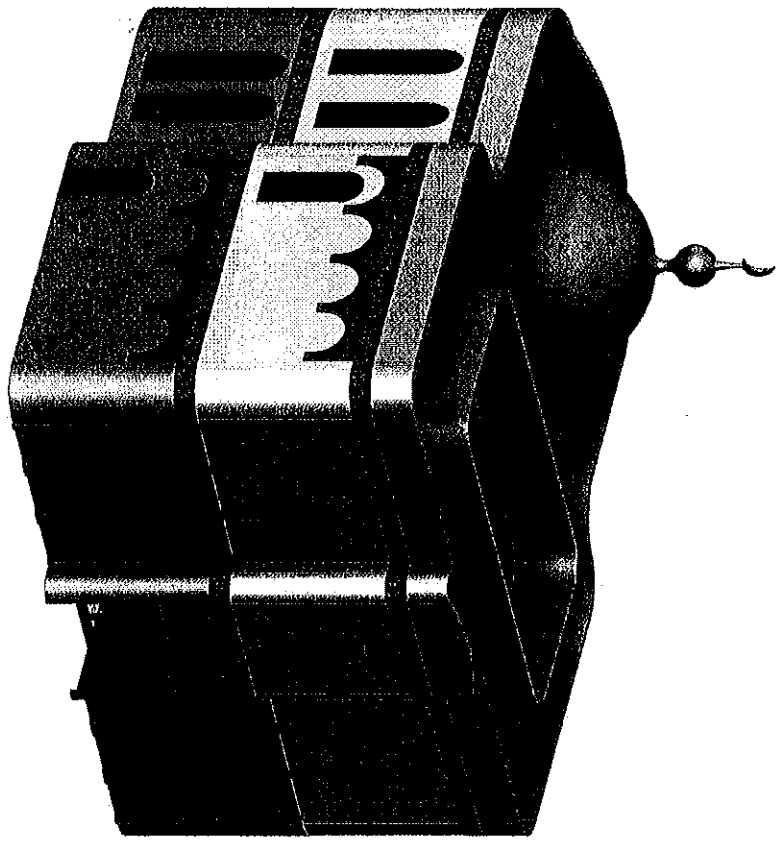
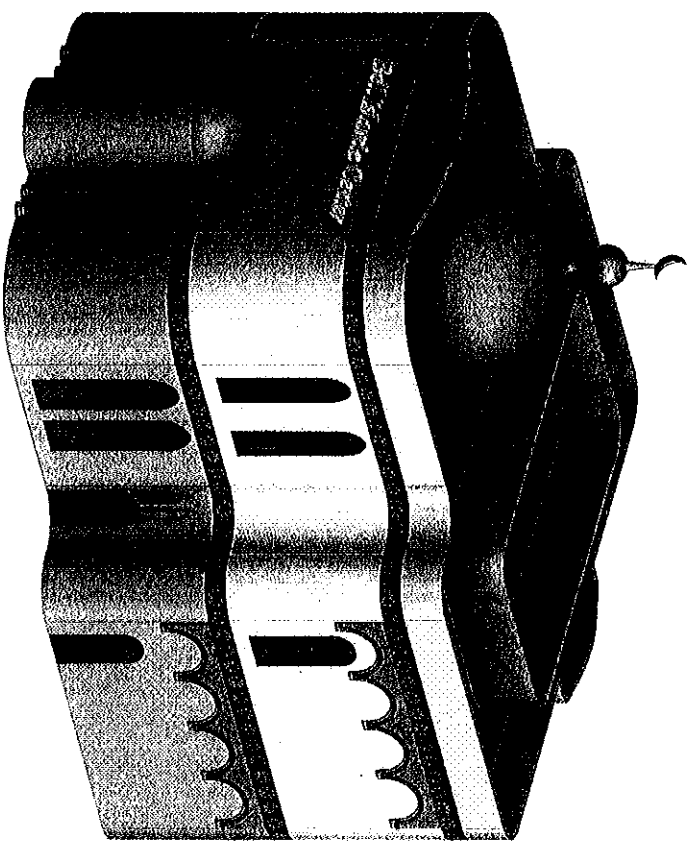




Scale: No Scale

Date: 09/06/2011

www.Hafeez Consulting.com
1451 S. Hacienda St
Anaheim, CA 92804

Project Engineer: Haitham A. Hafeez, P.E.
Tel (714) 225 - 4565 Fax (714) 776-6648 engineer@hafeezconsulting.com

Owner: Bell Islamic Center
Project Address:
5232 Gage Ave.
Bell, CA 90201

Rendered Elevations Plan

NOTICE OF DETERMINATION

TO: [ ] **Office of Planning and Research**
1400 Tenth Street, Room 121
Sacramento, CA 95814

[X] **County Clerk**
County of Los Angeles
12400 Imperial Highway
Norwalk, CA 90650

FROM: **City of Bell**
6330 Pine Avenue
Bell, CA 90201

SUBJECT: Filing of Notice of Determination in compliance with Section 21108 or 21152 of the Public Resources Code

PROJECT TITLE: Conditional Use Permit No. 2011-02

STATE CLEARINGHOUSE NUMBER (If submitted to State Clearinghouse): N/A

CONTACT PERSON: Carlos Chacon, Assistant City Planner
323.588.6211

PROJECT LOCATION: 5232-5250 Gage Avenue
Bell, CA 90201

PROJECT DESCRIPTION: Proposed two story, 5,955 square foot Temple/Worship Building with surface parking to be utilized as the Bell Islamic Center.

This is to advise that the City of Bell Planning Commission has approved the above described project on September 28, 2011 and has made the following determination regarding the above described project:

1. The project [ ] will have a significant effect on the environment.
   [X] will not have a significant effect on the environment.
2. [ ] An Environmental Impact Report was prepared for this project pursuant to the provisions of CEQA.
   [X] A Negative Declaration was prepared for this project pursuant to the provisions of CEQA.
3. Mitigation measures [x] were [ ] , were not, made a condition of the approval of the project.
4. A statement of Overriding Considerations [ ] was, [x] was not, adopted for this project.

This is to certify that the final EIR with comments and responses and record of project approval is available to the General Public at: N/A

Date Received for filing and posting at OPR: N/A

Carlos M. Chacon, Assistant City Planner
Signature (Public Agency) Title

ENVIRONMENTAL QUALITY ACT
NEGATIVE DECLARATION

APPLICANT: Bell Islamic Center
335 N. Brookhurst Street
Anaheim, CA 92801

PROJECT ADDRESS: 5232-5250 Gage Avenue, Bell, CA 90201

TYPE OF PERMIT: Conditional Use Permit

FILE No.: CUP 2011-02

DESCRIPTION OF PROPOSED PROJECT:

Consideration of Conditional Use Permit No. 2011-02 to allow the construction of a two story, 5,955 square foot building to be used as a Temple/ Place of Worship and religious education known as the Bell Islamic Center, on an existing 22,761 square foot site located at 5232-5250 Gage Ave, Bell, CA.

I declare that I have examined the plans for the above captioned project as submitted by the applicant, and on the basis of the "Assessment of Environmental Impact Questionnaire" on file in my office as a public document, it is my opinion that this project will have no significant impact upon the environment within the meaning of the Environmental Quality Act of 1970.

Dated: 9/8/11 Signature: _____

CARLOS CHACON _ ASSISTANT CITY PLANNER
Director of Planning
City of Bell

ANY PERSON MAY FILE PROTEST TO THE NEGATIVE DECLARATION WITH THE PLANNING DEPARTMENT PRIOR TO THE ISSUANCE OF THE PERMIT OR APPROVAL OF THE PROJECT. THE PROTEST MUST BE IN WRITING AND MUST STATE THE ENVIRONMENTAL FACTORS ON WHICH THE PROTEST IS BASED ON ONE OR MORE SIGNIFICANT ENVIRONMENTAL FACTORS NOT PREVIOUSLY CONSIDERED OR WHICH, IN THE OPINION OF THE REVIEWER, SHOULD BE RECONSIDERED, AND WHICH MAY HAVE A SUBSTANTIAL ADVERSE EFFECT ON THE ENVIRONMENT, THE PERMIT SHALL BE SUSPENDED AND AN EIR SHALL BE PROCESSED. THE DECISION OF THE REVIEWER SHALL BE FINAL. COPIES OF THE NEGATIVE DECLARATION MAY BE OBTAINED FOR ONE DOLLAR ($1.00) (PRICE BASED ON COST OF REPRODUCTION).

POSTED ON: 9/8/11

CITY OF BELL
ENVIRONMENTAL CHECKLIST FORM
INITIAL STUDY

PURSUANT TO GUIDELINES FOR CALIFORNIA ENVIRONMENTAL QUALITY ACT §15063 (F), THIS FORM, ALONG WITH THE ENVIRONMENTAL INFORMATION FORM COMPLETED BY THE APPLICANT, MEETS THE REQUIREMENTS FOR AN INITIAL STUDY.

This form is comprised of five parts:

- **Part 1 Background**
- **Part 2 Summary of Environmental Factors Potentially Affected**
- **Part 3 Determinations**
- **Part 4 Evaluations of Environmental Impacts**
- **Part 5 Discussions of Environmental Impacts**

BACKGROUND

1. **City Project Number**: Conditional Use Permit No.2011-02

2. **Project Address/Location**: 5232-5250 Gage Avenue, City of Bell, County of Los Angeles, California, 90201

3. **Date of Environmental Information Form submittal**: August 30, 2011

4. **Applicant**: Haithem Hafeez
   Firm Name: Bell Islamic Center
   Address: 335 N. Brookhurst St
   City/State/Zip: Anaheim, CA 92801
   Phone (714) 491- 2556

5. **Lead Agency**: City of Bell
   Contact: Carlos M. Chacon, Assistant City Planner
   Address: 6330 Pine Avenue
   City/State/Zip: Bell, California, 90201
   Phone: (323) 588-6211
   Fax: (323) 771-9473

6. General Plan Designation: Commercial Mixed Use

7. Zoning: C-3R

8. Description of the Project: (Describe the whole action involved, including but not limited to later phases of the project, and any secondary, support, or off-site features necessary for its implementation. Attach additional sheets if necessary)

This project proposes to build 5,955 square feet Temple/Place of Worship and religious education.

9. Surrounding Land Uses and Setting: (Briefly describe the project's surroundings)
commercial to the north. Commercial to the east.

10. Other public agencies whose approval is required (e.g. permits, financing approval, or participation agreement). n/a

11. List City of Bell related applications for this project that must be processed simultaneously: n/a

12. List prior projects for this parcel: n/a

ENVIRONMENTAL FACTORS POTENTIALLY AFFECTED:

The following Initial Study indicates that the project may result in potential environmental impacts in the following marked categories:

Aesthetics		**Agricultural Resources**		**Air Quality**	
Biological Resources		**Cultural Resources**		**Geology/Soils**	
Hazards/Hazardous Materials		**Hydrology/Water Quality**		**Land Use/Planning**	
Mineral Resources		**Noise**		**Population/Housing**	
Public Services		**Recreation**		**Transportation/Traffic**	
Utilities & Service Systems		**Mandatory Findings of Significance**			

ENVIRONMENTAL DETERMINATION:

On the basis of this initial evaluation:

[X] I find that the proposed project COULD NOT have a significant effect on the environment and a NEGATIVE DECLARATION will be prepared.

[ ] I find that although the proposed project could have a significant effect on the environment, there will not be a significant effect in this case because revisions have been made by or agreed to by the project proponent. A MITIGATED NEGATIVE DECLARATION has been prepared.

[ ] I find that the proposed project MAY have a significant effect on the environment, and an ENVIRONMENTAL IMPACT REPORT is required.

[ ] I find that the proposed project MAY have a "potentially significant impact" or "potentially significant unless mitigated" impact on the environment, but at least one effect: (a) has been adequately analyzed in an earlier document pursuant to applicable legal standards, and (b) has been addressed by mitigation measures based on the earlier analysis as described on the attached sheets. An ENVIRONMENTAL IMPACT REPORT is required, but it must analyze only the effects that remain to be addressed.

[ ] I find that although the proposed project could have a significant effect on the environment, because all potentially significant effects (a) have been adequately analyzed in an earlier EIR or Negative Declaration pursuant to applicable standards, and (b) have been avoided or mitigated pursuant to that earlier EIR or Negative Declaration, including revisions or mitigation measures that are imposed upon the proposed project, nothing further is required.

Signature _____ Date _____

Director of Planning

EVALUATION OF ENVIRONMENTAL IMPACTS:

1) A brief explanation is required for all answers except "No Impact" answers that are adequately supported by the information sources a lead agency cites in the parentheses following each question. A "No Impact" answer is adequately supported if the referenced information sources show that the impact simply does not apply to projects like the one involved (e. g. the project falls outside a fault rupture zone). A "No Impact" answer should be explained where it is based on project-specific factors as well as general standards (e.g. the project will not expose sensitive receptors to pollutants, based on a project-specific screening analysis).

2) All answers must take account of the whole action involved, including off-site as well as on-site, cumulative as well as project-level, indirect as well as direct, and construction as well as operational impacts.

3) Once the lead agency has determined that a particular physical impact may occur, then the checklist answers must indicate whether the impact is potentially significant, less than significant with mitigation, or less than significant. "Potentially Significant Impact' is appropriate if there is substantial evidence that an effect may be significant. If there are one or more "Potentially Significant Impact" entries when the determination is made, an EIR is required.

4) "Negative Declaration: Less Than Significant With Mitigation Incorporated" applies where the incorporation of mitigation measures has reduced an effect from "Potentially Significant Impact" to a "Less than Significant Impact." The lead agency must describe the mitigation measures, and briefly explain how they reduce the effect to a less than significant level (mitigation measures from Section 17, "Earlier Analyses," may be cross-referenced).

5) Earlier analysis may be used where, pursuant to the tiering, program EIR, or other CEQA process, an effect has been adequately analyzed in an earlier EIR or negative declaration. Section 15063 (c) (3) (D). In this case, a brief discussion should identify the following:

a) Earlier Analysis Used. Identify and state where they are available for review.
b) Impacts Adequately Addressed. Identify which effects from the above checklist were within the scope of and adequately analyzed in an earlier document pursuant to applicable legal standards and state whether such effects were addressed by mitigation based on the earlier analysis.
c) Mitigation Measures. For effects that are "Less Than Significant with Mitigation Measures Incorporated," describe the mitigation measures which were incorporated or refined from the earlier document and the extent to which they address site-specific conditions for the project.

6) Lead agencies are encouraged to incorporate into the checklist references to information sources for potential impacts (e.g. general plans, zoning ordinances). Reference to a previously prepared or outside document should, where appropriate, include a reference to the page or pages where the statement is substantiated.

7) Supporting Information Sources. A source list should be attached, and other sources used or individuals contacted should be cited in the discussion.

8) This is only a suggested form, and lead agencies are free to use different formats; however, lead agencies should normally address the questions from this checklist that are relevant to a project's environmental effects in whatever format is selected.

9) The explanation of each issue should identify:

a) the significance criteria or threshold, if any, used to evaluate each question; and
b) the mitigation measure identified, if any, to reduce the impact to less than significant.

INITIAL STUDY

A. INITIAL STUDY CHECKLIST

IMPACT CATEGORY		Potentially Significant Impact	Less than Significant w/Mitigation Incorporated	Less Than Significant Impact	No Impact

1. AESTHETICS -- Would the project:

a) Have a substantial adverse effect on a scenic vista?					X
b) Substantially damage scenic resources, including, but not limited to, trees, rock outcroppings, and historic buildings within a state scenic highway?					X
c) Substantially degrade the existing visual character or quality of the site and its surroundings?					X
d) Create a new source of substantial light or glare which would adversely affect day or nighttime views in the area?					X

2. AGRICULTURE RESOURCES (In determining whether impacts to agricultural resources are significant environmental effects, lead agencies may refer to the California Agricultural Land Evaluation and Site Assessment Model (1997) prepared by the California Dept. of Conservation as an optional model to use in assessing impacts on agriculture and farmland.) Would the project:

a) Convert Prime Farmland, Unique Farmland, or Farmland of Statewide Importance, as shown on the maps prepared pursuant to the Farmland Mapping and Monitoring Program of the California Resources Agency, to non-agricultural use?					X
b) Conflict with existing zoning for agricultural use, or a Williamson Act contract?					X
c) Involve other changes in the existing environment which, due to their location or nature, could result in conversion of Farmland to non-agricultural use?					X

3. AIR QUALITY – (Where available, the significance criteria established by the applicable air quality management or air pollution control district may be relied upon to make the following determinations.) Would the project:

a) Conflict with or obstruct implementation of the applicable air quality plan?					X
b) Violate any air quality standard or contribute substantially to an existing or projected air quality violation?					X
c) Result in a cumulatively considerable net increase of any criteria pollutant for which the project region is non-attainment under an applicable federal or state ambient air quality standard (including releasing emissions which exceed quantitative thresholds for ozone precursors)?					X

IMPACT CATEGORY		Potentially Significant Impact	Less than Significant w/Mitigation Incorporated	Less Than Significant Impact	No Impact
d) Expose sensitive receptors to substantial pollutant concentrations?					X
e) Create objectionable odors affecting a substantial number of people?					X

4. BIOLOGICAL RESOURCES -- Would the project:

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

5. CULTURAL RESOURCES -- Would the project:

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

IMPACT CATEGORY		Potentially Significant Impact	Less than Significant w/Mitigation Incorporated	Less Than Significant Impact	No Impact

6. GEOLOGY AND SOILS -- Would the project:

a) Expose people or structures to potential substantial adverse effects, including the risk of loss, injury, or death involving:					X
i) Rupture of a known earthquake fault, as delineated on the most recent Alquist-Priolo Earthquake Fault Zoning Map issued by the State Geologist for the area or based on other substantial evidence of a known fault? (Refer to Div. of Mines and Geology Special Pub. 42.)					X
ii) Strong seismic ground shaking?					X
iii) Seismic-related ground failure, including liquefaction?					X
iv) Landslides?					X
b) Result in substantial soil erosion or the loss of topsoil?					X
c) Be located on a geologic unit or soil that is unstable, or that would become unstable as a result of the project, and potentially result in on- or off-site landslide, lateral spreading, subsidence, liquefaction or collapse?					X
d) Be located on expansive soil, as defined in Table 18-1-B of the Uniform Building Code (1994), creating substantial risks to life or property?					X
e) Have soils incapable of adequately supporting the use of septic tanks or alternative waste water disposal systems where sewers are not available for the disposal of waste water?					X

7. HAZARDS AND HAZARDOUS MATERIALS -- Would the project:

a) Create a significant hazard to the public or the environment through the routine transport, use, or disposal of hazardous materials?					X
b) Create a significant hazard to the public or the environment through reasonably foreseeable upset and accident conditions involving the release of hazardous materials into the environment?					X
c) Emit hazardous emissions or handle hazardous or acutely hazardous materials, substances, or waste within one-quarter mile of an existing or proposed school?					X
d) Be located on a site which is included on a list of hazardous materials sites compiled pursuant to Government Code Section 65962.5 and, as a result, would it create a significant hazard to the public or the environment?					X

IMPACT CATEGORY		Potentially Significant Impact	Less than Significant w/Mitigation Incorporated	Less Than Significant Impact	No Impact
e) For a project located within an airport land use plan or, where such a plan has not been adopted, within two miles of a public airport or public use airport, would the project result in a safety hazard for people residing or working in the project area?					X
f) For a project within the vicinity of a private airstrip, would the project result in a safety hazard for people residing or working in the project area?					X
g) Impair implementation of or physically interfere with an adopted emergency response plan or emergency evacuation plan?					X
h) Expose people or structures to a significant risk of loss, injury or death involving wildland fires, including where wildlands are adjacent to urbanized areas or where residences are intermixed with wildlands?					X

8. HYDROLOGY AND WATER QUALITY -- Would the project:

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

IMPACT CATEGORY		Potentially Significant Impact	Less than Significant w/Mitigation Incorporated	Less Than Significant Impact	No Impact
i) Expose people or structures to a significant risk of loss, injury or death involving flooding, including flooding as a result of the failure of a levee or dam?					X
j) Inundation by seiche, tsunami, or mudflow?					X

9. LAND USE AND PLANNING -- Would the project:

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

10. MINERAL RESOURCES -- Would the project:

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

11. NOISE -- Would the project result in:

a) Exposure of persons to or generation of noise levels in excess of standards established in the local general plan or noise ordinance, or applicable standards of other agencies?					X
b) Exposure of persons to or generation of excessive groundborne vibration or groundborne noise levels?					X
c) A substantial permanent increase in ambient noise levels in the project vicinity above levels existing without the project?					X
d) A substantial temporary or periodic increase in ambient noise levels in the project vicinity above levels existing without the project?				X	
e) For a project located within an airport land use plan or, where such a plan has not been adopted, within two miles of a public airport or public use airport, would the project expose people residing or working in the project area to excessive noise levels?					X

IMPACT CATEGORY		Potentially Significant Impact	Less than Significant w/Mitigation Incorporated	Less Than Significant Impact	No Impact
f) For a project within the vicinity of a private airstrip, would the project expose people residing or working in the project area to excessive noise levels?					X

12. POPULATION AND HOUSING -- Would the project:

a) Induce substantial population growth in an area, either directly (for example, by proposing new homes and businesses) or indirectly (for example, through extension of roads or other infrastructure)?					X
b) Displace substantial numbers of existing housing, necessitating the construction of replacement housing elsewhere?					X
c) Displace substantial numbers of people, necessitating the construction of replacement housing elsewhere?					X

13. PUBLIC SERVICES: Would the project result in substantial adverse physical impacts associated with the provision of new or physically altered governmental facilities, need for new or physically altered governmental facilities, the construction of which could cause significant environmental impacts, in order to maintain acceptable service ratios, response times or other performance objectives for any of the public services:

Fire protection?					X
Police protection?					X
Schools?					X
Parks?					X
Other public facilities?					X

14. RECREATION:

a) Would the project increase the use of existing neighborhood and regional parks or other recreational facilities such that substantial physical deterioration of the facility would occur or be accelerated?					X
b) Does the project include recreational facilities or require the construction or expansion of recreational facilities which might have an adverse physical effect on the environment?					X

15. TRANSPORTATION/TRAFFIC -- Would the project:

a) Cause an increase in traffic which is substantial in relation to the existing traffic load and capacity of the street system (i.e., result in a substantial increase in either the number of vehicle trips, the volume to capacity ratio on roads, or congestion at intersections?				X	
b) Exceed, either individually or cumulatively, a level of service standard established by the county congestion management agency for designated roads or highways?					X

IMPACT CATEGORY		Potentially Significant Impact	Less than Significant w/Mitigation Incorporated	Less Than Significant Impact	No Impact
c) Result in a change in air traffic patterns, including either an increase in traffic levels or a change in location that results in substantial safety risks?					X
d) Substantially increase hazards due to a design feature (e.g., sharp curves or dangerous intersections) or incompatible uses (e.g., farm equipment)?					X
e) Result in inadequate emergency access?					X
f) Result in inadequate parking capacity?					X
g) Conflict with adopted policies, plans, or programs supporting alternative transportation (e.g., bus turnouts, bicycle racks)?					X

16. UTILITIES AND SERVICE SYSTEMS -- Would the project:

a) Exceed wastewater treatment requirements of the applicable Regional Water Quality Control Board?					X
b) Require or result in the construction of new water or wastewater treatment facilities or expansion of existing facilities, the construction of which could cause significant environmental effects?					X
c) Require or result in the construction of new storm water drainage facilities or expansion of existing facilities, the construction of which could cause significant environmental effects?					X
d) Have sufficient water supplies available to serve the project from existing entitlements and resources, or are new or expanded entitlements needed?					X
e) Result in a determination by the wastewater treatment provider which serves or may serve the project that it has adequate capacity to serve the project's projected demand in addition to the provider's existing commitments?					X
f) Be served by a landfill with sufficient permitted capacity to accommodate the project's solid waste disposal needs?					X
g) Comply with federal, state, and local statutes and regulations related to solid waste?					X

17. MANDATORY FINDINGS OF SIGNIFICANCE:

a) Does the project have the potential to degrade the quality of the environment, substantially reduce the habitat of a fish or wildlife species, cause a fish or wildlife population to drop below self-sustaining levels, threaten to eliminate a plant or animal community, reduce the number or restrict the range of a rare or endangered plant or animal or eliminate important examples of the major periods of California history or prehistory?					X

IMPACT CATEGORY		Potentially Significant Impact	Less than Significant w/Mitigation Incorporated	Less Than Significant Impact	No Impact
b) Does the project have impacts that are individually limited, but cumulatively considerable? ("Cumulatively considerable" means that the incremental effects of a project are considerable when viewed in connection with the effects of past projects, the effects of other current projects, and the effects of probable future projects)?					X
c) Does the project have environmental effects which will cause substantial adverse effects on human beings, either directly or indirectly?					X

B. EXPLANATIONS OF CHECKLIST RESPONSES:

1. Aesthetics: The site will be improved with a New 5,955 square foot building whose overall height will be 59 feet. The maximum height allowed for any structure within this zone is 70 feet.

2. Agricultural Resources: There are no agricultural resources on the site and therefore no significant impacts.

3. Air Quality: The project parameters are minimal. This traffic is not substantial and not expected to have a significant impact on air quality.

4. Biological Resources: All proposed improvements are to be built within the existing site. There are no natural habitat areas in the vicinity of the site that would be negatively impacted by the lighting. In addition, due to the limited hours of operation of the project (10:00 p.m. shutoff time) and use of current technology in glare control and light shielding, no biological resource significant impacts are envisioned.
5. Cultural Resources: The project will not disturb paleontological or archaeological resources, have the potential to cause physical change to which would affect unique ethnical cultural values, or restrict existing religious or sacred uses. Therefore, there will be no impact on cultural resources.

6. Geology and Soils: The project is located in Southern California, an active seismic region. There are two active faults, the Newport-Inglewood Fault and the Whittier Fault. Even though the project site is subject to seismic activity, the project does not have a higher risk of ground shaking than currently exists. In order to reduce potential impacts, all structural design components shall meet Office of the State Architect and 2010 California Building Code standards.

7. Hazards and Hazardous Materials: The project parameters will not create significant incidents of hazards or hazardous materials. Any hazardous materials found will be appropriately handled per Los Angeles County Fire Department requirements.

8. Hydrology and Water Quality: The project parameters will not change or modify drainage discharge patterns, ground water, or water quality. Therefore, no significant impacts are anticipated.

9. Land Use and Planning: The project improvements are consistent with the City General Plan and land use standards and design guidelines.

10. Mineral Resources: There are no known mineral resources on site therefore there are no significant impacts.

11. Noise: The project as proposed is for a place of worship, religious counseling and prayer facility whose activities are periodic throughout the week but will be conducted strictly indoors. This project will increase noise beyond current use due to the fact that the site has been vacant for a long period of times. However, the noise created as a result of the project will not exceed the current allowed decibel threshold of 65dB. However, during the construction process, there will be short term noise impacts to the adjacent residential properties. This will be mitigated through the City's established noise ordinance, BMC code section 8.28.040, which stipulates that no noise may be created within 50 feet or more from the building during the hours of 10 PM to 7AM. Additionally, the City will require mufflers and proper tuning of construction equipment. Violations will be managed by the City of Bell Police Department and the City of Bell Chief Administrators Office. The City of Bell will oversee all construction activities at the project site.

12. Population and Housing: The project will not impact or increase population growth. Therefore, no significant impacts are anticipated.

13. Public Services: The project will not have any significant impact on public services.

14. Recreation: The project will not have any impact on existing recreational facilities.

15. Transportation: The hours of operation for the new Bell Islamic Center are fairly periodic where the establishment is open to patrons every day of the week for prayer. The primary gathering day for the Center will be on Fridays in the afternoon. Therefore, a minimal increase in vehicle trips is expected to and from the facility. This traffic is not substantial and not expected to impact street capacities. Parking improvements are to be made on the site including new driveway approaches where the site will have two ingress and three egress methods on site. .

16. Utilities and Service Systems: Southern California Edison Company electrical services already exist and no significant impacts will be associated with the project.

17. Mandatory findings of Significance: The scope of the project is such that impacts related to degradation of the quality of the environment and cumulative impacts, from this project in addition to planned or potential future projects, are considered to be less than significant. Currently, there are no projects within the vicinity that will create a negative impact on the site or the street traffic along Gage and or Chanslor Avenues.

ARB # 2011-36

CITIY OF BELL

CONDITIONAL USE PERMIT APPLICATION

(Note: Obtain instructions as to the preparation of maps and other information required for this application from the Planning Department before filing this petition)

REF NO. (CUP 2011-02) RCPT # 128853

PLANNING COMMITION,
CITY OF BELL, CALIFORNIA

The applicant **Bell Islamic Center** is the owner of the property situated at:
5232, 5234 & 5250 Gage Ave between Walker Ave and Chanslor Ave.

Exact legal description of the said property:
Parcel: Lot 1 of Tract No. 4620, in the County of Los Angeles, State of California, as per map recorded in Book 50, Page 15 of Maps, in the office of the County Recorder of said County
Parcle2: Lot 1 and 2 of Tract No. 10075, in the County of Los Angeles, State of California, as per map recorded in Book 186, Page 33 to 35 inclusive of Maps, in the office of the County Recorder of said County.

A. Above described property was acquired by applicant on August 16, 2010

B. What original deed restrictions concerning type of improvements permitted, if any, were placed on the property involved? Give date said restrictions expire. **NONE**

C. REQUEST; The applicant requests that a Conditional Use Permit be granted to use the above described property for the following purposes:

1. PROPOSED USE: **Temple/Place of Worship and Religious Education**

2. PRESENT ZONING: **C-3R**

3. NATURE OF BUSINESS: **Temple/ Place of worship and Religious Education**

(Use this space ONLY to state exactly what is intended to be done on or with the property which does not conform with existing zoning regulations. I a building is involved, a sketch or plan to scale with photographic or other suitable description should accompany this application)

PROPERTY OWNER'S AFFIDAVIT

COUNTY OF LOS ANGELES)
) SS.
STATE OF CALIFORNIA)

I Bell Islamic Center authorized signor Being duly sworn depose and say that I am an owner of property involved in this petition and that the foregoing statements and answers herein contained and the information herewith submitted are in all respects true and correct to the best of my knowledge and belief.

Signed Thomas ALKAM

~~335 N. Brookhurst Street~~
Mailing Address

Phone Number (714) 491-2556

Anaheim CA 92801
City State Zip

Subscribed and sworn to before me this 23rd day of June, 19 2011

Notary Public

ADAM K. MEZIED
COMM. #1931124
Notary Public - California
Orange County
My Comm. Expires Apr. 1, 2015

CITIY OF BELL

PLANNIG COMMISSION

Note: The Code requires that the conditions set forth in the following three Sections 1, 2, 3 below MUST be established before a Conditional Use Permit can be granted. (Explain in detail wherein your case conforms to the following requirements.)

I. THAT THE SITE FOR THIS PROPSOED USE IS ADEQUATE IN SIZE AND SHAPE AND TOPOGRAPHY: (EXPLAIN)

a. **Size: the site area, width, depth and yards comply with the requirements of zone C-3R Development Standards as outlined in Chapter 17.28, section17.28.040 of the City of Bell Zoning Code.**

b. **Shape & Topography: The site is rectangular and flat which make it adequate for the proposed use.**

II. THAT THE SITE HAS SUFFICIENT ACCESS TO STREET AND HIGHWAY, ADEQUATE WIDTH AND PAVEMENT TYPE TO CARRY THE QUANTITY AND QUALITY OF TRAFFIC GENERATED BY THE PROPOSED USE:

a. **The site is a corner lot and has access to both corner streets via two driveways.**

b. **Highways: Direct access to I-5 via Gage Ave and to I-710 via Chanslor Ave to Florence Ave.**

c. **Pavement type: Site pavement will designed to meet current applicable standards for the intended use.**

III. THAT THE PROPOSED USE WILL NOT HAVE AN ADVERSE EFFECT UPON ADJACENT PROPERTIES:

a. **The proposed the use will convert an abandoned land into a community service type of facility which will add value to the adjacent properties.**

b. **Noise: No adverse noise effect as Bell Islamic Center functions will primarily be indoor**

c. **Parking: No adverse effect as the proposed project includes adequate parking spaces that meet the municipal code requirements.**

ENVIRONMENTAL INFORMATION

(To be completed by applicant.)

Date filed: 6/23/11

Project Permit Number: CUP 2011-02

Subject Site Zone: C-3R

GENERAL INFORMATION:

1. Name, address, and telephone number of developer or project sponsor:
   a. Bell Islamic Center
2. Name, address, and telephone number of person to be contacted concerning this project if different from above:
   a. Haitham A. Hafeez, 1451 S. Hacienda St, Anaheim Ca 92804
   b. (714) 225-4565
3. Address of project: **5232, 5234 & 5250 Gage Ave**
   Assessor's Block and Lot Number: **Lot 1 of Tract 4620, Lots 1 & 2 of Tract 10075**
4. Proposed project description:
   5955 square foot building to be utilized as a Temple/Place of Worship and Religious Education
5. List and describe an other related permits and/or other public approvals required for this project, including those required by city, regional, state and federal agencies:
   Fire Department

PROJECT DESCRIPTION:

6. Site Size: **22761 sq ft**
7. Square footage: **5955 sq ft**
8. Number of floors of construction: **2**
9. Amount of off-street parking provided: **48**
10. Are project Plans attached: **Yes**
11. Proposed scheduling:
12. Associated projects: **None**

13. Anticipated incremental development:
One new driveway on the north side

14. If residential, include the number of units, schedule of unit sizes, range of sale prices or rents, and type of household size expected: **N/A**

15. If commercial, indicate type, whether neighborhood, city, or regionally oriented, square footage of sales area, and loading facilities: **N/A**

16. If industrial, indicate type, estimated employment per shit, and loading facilities: **N/A**

17. If institutional, indicate the major functions, estimated employment per shift, estimated occupancy, loading facilities, and community benefits to be derived from the project:
Major functions: typical religious functions such as prayer services, counseling, weekend school,
Estimated employment per shift: Two
Estimated occupancy: 400

18. If project involves a variance, conditional use or rezoning application, state this and indicate clearly why the application is required:
Pursuant to Bell Municipal Code Title 17 (Zoning Code), section 17.96.030.16 churches, temples, and other places of worship, require the approval of a Conditional Use Permit.

Are the following applicable to the project or its effects? Discuss below all the items checked YES (attach additional sheets as necessary)

YES NO
___ **NO** 19. Change in existing features of any bays, tidelands, beaches, lakes or hills, or substantial alteration of ground contours
___ **NO** 20. Change in scenic views or vistas from existing residential areas or public lands or roads
___ **NO** 21. Change in pattern, scale or character of general area of project
___ **NO** 22. Significant amounts of solid waste or litter
___ **NO** 23. Change in dust, ash, smoke, fumes or odors in vicinity
___ **NO** 24. Change in ocean, bay, lake, stream or round water quality or quantity, or alteration of existing drainage patterns
___ **NO** 25 Substantial change in existing noise or vibration levels in the vicinity
___ **NO** 26. Site on filled land or on slope of 10 percent or more
___ **NO** 27. Use of disposal of potentially hazardous materials such as, toxic substances, flammables, or explosives

___ NO 28. Substantial change in demand for municipal services (police, fire, water, sewage, etc.)
___ NO 29. Substantially increased fossil fuel consumption (electricity, oil, natural gas, etc.)
___ NO 30. Relationship to a larger project or series of projects.

ENVIRONMENTAL SETTING

31. Describe the project site as it exists before the project, including information on topography, soil stability, plants and animals, and any cultural, historical or scenic aspects. Describe any existing structures on the site, and the use of the structures. Attach photographs of the site. Snapshots or Polaroid photos will be required:

General: The site is composed of three abandoned commercial lots.
Topography: Flat
Plans & animals: Weeds and a few trees
Scenic aspects: None
Existing structures: abandoned show room, bathroom, two-car garage and storage

32. Describe the surrounding properties, including information on plants and animals, any cultural, historical or scenic aspects. Indicate the type of land use (residential, commercial, etc.), intensity of land use (one-family, apartment houses, shops, department stores, etc.), and scale of development (height, frontage, set-back, rear yard, etc.). Attach photographs of the vicinity. Snapshots or Polaroid will be required:

Type of land use: Residential
Intensity: One-Family
Plants & animals: No animals,
Setbacks: property to the south 5ft, property to the west 3ft

CERTIFICATION: I hereby certify that the statements furnished above and in the attached exhibits present the date and information required for this initial evaluation to the best of my ability and that the facts, statements, and information presented are true and correct to the best of my knowledge and belief.

Date: 6/23/2011 Signature: Haitham A. Hafeez
Title: Project Engineer

Owner's Name: Bell Islamic Center
Owner's Representative:
Name: Thomas ALKAM
Signature: Date: 6/23/11

NOTARIZATION

STATE OF CALIFORNIA }
COUNTY OF ORANGE } SS:

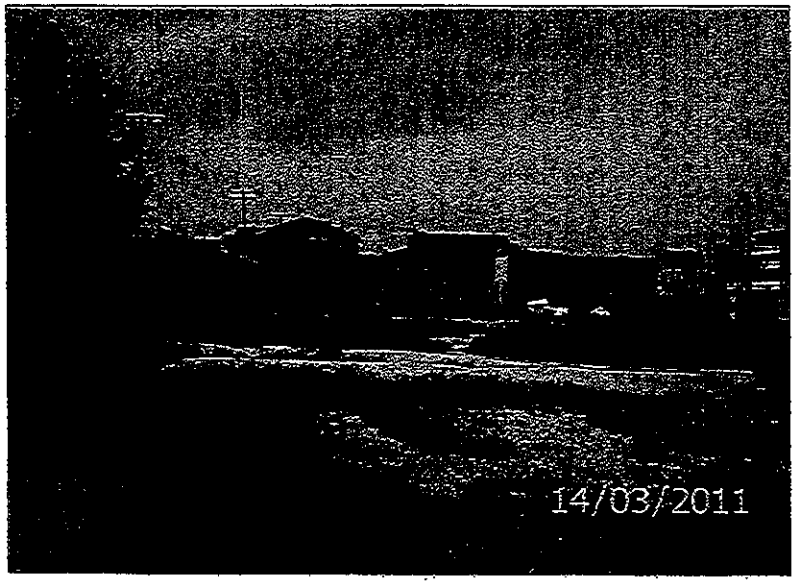
On June 23, 2011, before me, ADAM K. MEZIED, a notary public for the state, personally appeared Thomas Alkam , who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument, and acknowledged to me he executed the same in his authorized capacity, and that by his signature on the instrument, the person, or the entity on behalf of which the person acted, executed the instrument.

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

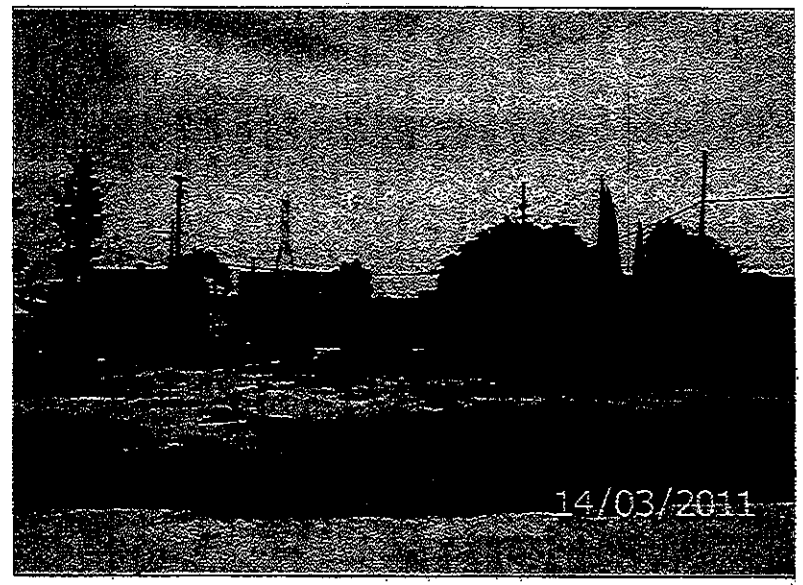
WITNESS my hand and official seal.

ADAM K. MEZIED

NRO1 ADAM K. MEZIED COMM. #1931124 Notary Public - California Orange County My Comm. Expires Apr. 1, 2015 NRO1



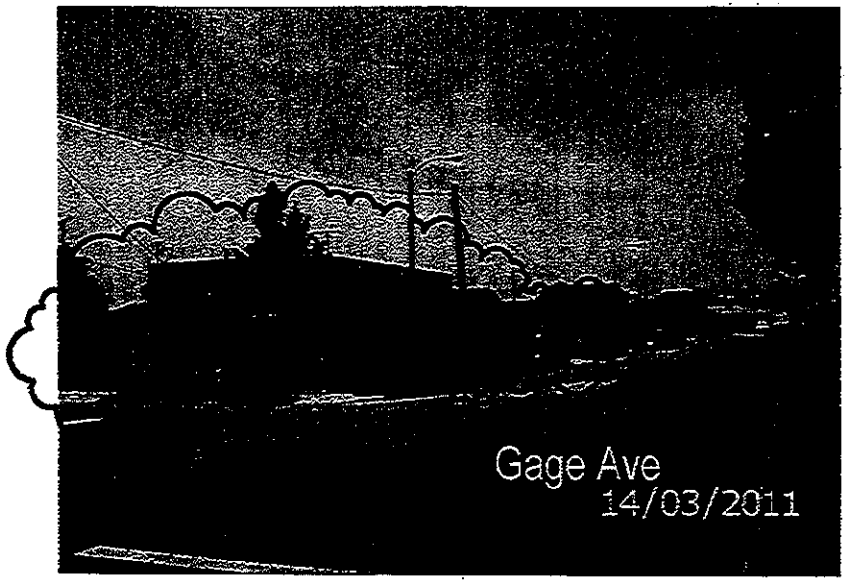
View looking toward west



View looking toward east

View looking toward south

View looking toward north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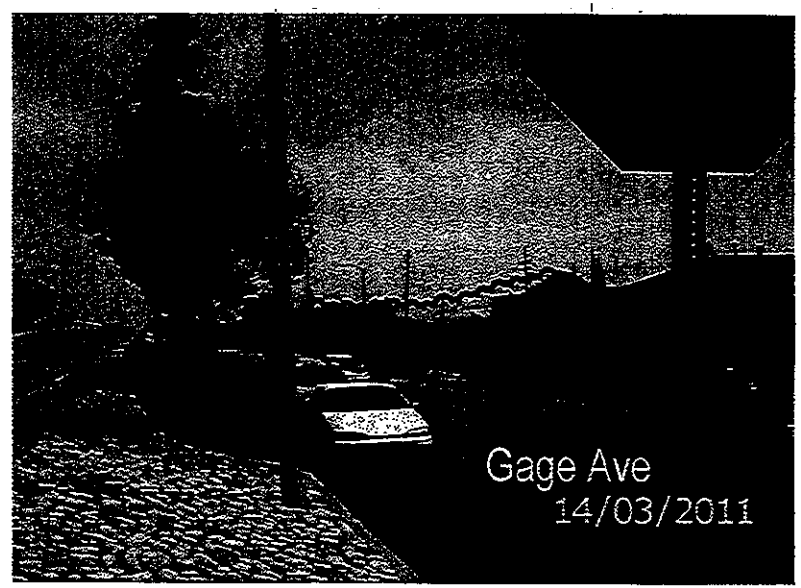
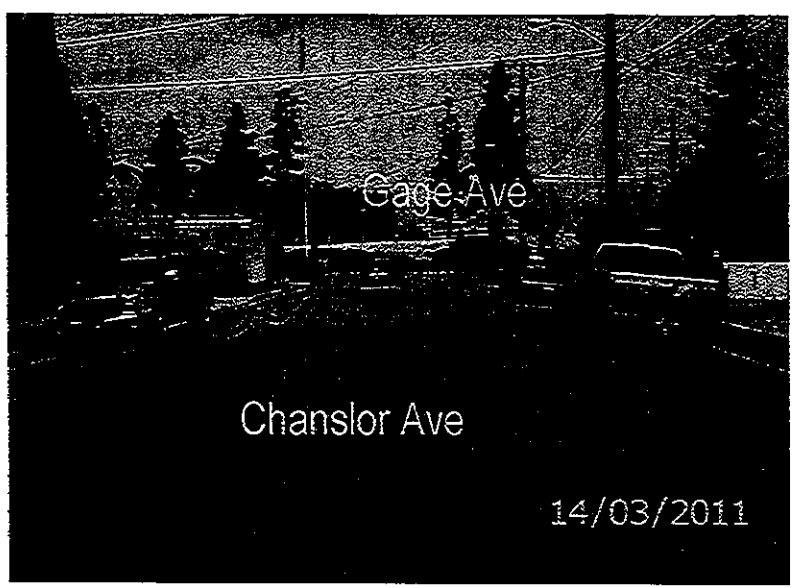
14/03/2011


Gage Ave
14/03/2011


Gage Ave
Chanslor Ave
14/03/2011

Chanslor Ave
Gage Ave
14/03/2011

0 75 150 300 Feet

300 - FOOT VICINITY MAP
FROM AIN # 6327-030-001
6327-032-001 & 6327-032-002

Assessor Los Angeles County

Los Angeles County Office of the Assessor
500 W Temple Street, Room 291
Los Angeles, CA 90012

RESOLUTION 2011-42

A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF BELL APPROVING CONDITIONAL USE PERMIT NO. 2011-02 TO ALLOW THE CONSTRUCTION OF A TWO STORY, 5,955 SQUARE FOOT BUILDING TO BE USED AS A PLACE OF WORSHIP AND RELIGIOUS EDUCATION CENTER KNOWN AS THE BELL ISLAMIC CENTER, ON AN EXISTING 22,761 SQUARE FOOT SITE LOCATED AT 5232-5250 GAGE, BELL, CA.

A. RECITALS

WHEREAS, The Bell Islamic Center (the Applicant") filed a complete application requesting the approval of Conditional Use Permit 2011-02 described herein ("Application");

WHEREAS, the Application pertains to an approximate 22,761 square foot site on Los Angeles County Assessor's Parcel numbers 6327-030-001, 6327-032-001, and 6327-032-002 more commonly known as 5232, 5234 and 5250 Gage Avenue, Bell, California ("Property") respectively;

WHEREAS, the Applicant requests approval of a Conditional Use Permit to allow a place of worship and religious education center pursuant to Bell Municipal Code, Chapter 17.96.030.; and

WHEREAS, an environmental assessment form was submitted by the Applicant pursuant to pertinent City requirements. Based upon the record as a whole, including, without limitation, information received and Staff's assessment, it is the City Council's independent judgment and analysis that there is no substantial evidence that the project will have a significant environmental impact on the environment. Staff has determined that the proposed project will require the adoption of a Negative Declaration in accordance with the California Environmental Quality Act, CEQA Guidelines, Title 14, Chapter 3 of the California Code of Regulations; declaring that adoption of the project will not have an adverse effect upon the environment. Consequently, the staff has prepared a Notice of Determination; and

WHEREAS, on September 28, 2011, the Planning Commission of the City of Bell conducted a duly noticed Public Hearing on the Application, and all legal pre-requisites to the adoption of this resolution have occurred.

B. RESOLUTION

NOW, THEREFORE, THE PLANNING COMMISSION DOES HEREBY FIND, DETERMINE AND DECLARE AS FOLLOWS:

1. All of the facts set forth in the recitals, Part A of this resolution, are true and correct and are incorporated herein by reference.

2. All necessary public hearings and opportunities for public testimony and comment have been conducted in compliance with State law and the Municipal Code of the City of Bell.

3. Upon independent review and consideration of all pertinent information and the information contained in the Notice of Determination for the CUP, the Planning Commission hereby finds and determines that the proposed project will require the adoption of a Negative Declaration in accordance with the California Environmental Quality Act, CEQA Guidelines, Title 14, Chapter 3 of the California Code of Regulations; declaring that adoption of the project will not have an adverse effect upon the environment. The Planning Commission further finds that the proposed project will not result in direct or indirect significant impact on the environment. Accordingly, the Planning Commission adopts the Negative Declaration and directs the Staff to file the Notice of Determination as required by law.

4. Based upon substantial evidence presented to this Commission during the September 28, 2011 public hearing, including public testimony and written and oral staff reports, this Commission finds as follows:

The Applicant has submitted responses to the required findings pursuant to Chapter 17.96.040 of the Bell Zoning Code. Staff notes that the following circumstances are applicable to the subject site:

a. The site for the proposed use is adequate in size, shape and topography to accommodate the proposed use. The site is adequate in size in that it is able to accommodate the required number of parking spaces for the intended use. Furthermore the site fulfills the General Plan's land use policy 9 which provides incentives for the consolidation of lots, such as this project is proposing.

b. The subject site has sufficient access to public streets and highways adequate in width and pavement type, to carry the quantity and quality of vehicular and pedestrian traffic expected to be generated by the proposed use. The subject site is located on Gage Avenue which is a major arterial street that can handle the current and future generated traffic for the existing facility. The site has been designed to have three driveways to allow for sufficient ingress and egress from the property. Furthermore, the site is located on the most southerly portion of Gage Avenue which has a substantially less amount of traffic versus if the property was located on the main thoroughfare. Therefore the traffic impact will be less than significant.

c. The new buildings and structures will remain architecturally compatible with existing and prospective uses of land located in the immediate vicinity of the site. Specifically, the proposed new Building and facility will encourage a high level of quality in construction and site design features including using standard materials for the exterior of the building as

reflected in the land use policy 4 of the Bell General Plan. The colors of the exterior have been designed with earth tones to blend with the surrounding properties.

d. The location of the proposed use on the site is compatible with existing and proposed uses along the commercial corridor along Gage Avenue. Places of Worship are permitted in the C-3R Zone, subject to receiving approval of a Conditional use Permit, and are compatible with the commercial mixed uses including the existing churches/places of worship currently located along in the C-3R Zones around the city and surrounding the project site.

e. The conduct of the proposed use is in compliance with the applicable provisions of the General Plan of the City of Bell. The proposed use will be promoting cultural solidity through the provision the property's rehabilitation and of additional services to Bell residents desiring to attend an Islamic place of worship as stated in policy 11 of the General Plan.

Based upon the foregoing findings, the Planning Commission hereby approves Conditional Use Permit No. 2011-02, subject to the following conditions:

C. CONDITIONS OF APPROVAL

1. The property shall be maintained in accordance with:

   A. The Application and Exhibits thereto ("A" through "D") attached to this Agenda Report, and on file in the office of the Clerk of the City of Bell; and

   B. All applicable laws, including, but not limited to, Bell Municipal Code and the Bell Zoning Code, specifically Chapter 17, as the same may be amended from time to time; and

   C. All of the conditions of approval as set forth in this Conditional Use Permit No. 2011-02.

2. The Bell Islamic Center is the sole holder of this entitlement.

3. The Bell Islamic Center will be allowed to construct the 5,955 square foot building with a valid conditional use permit (CUP No. 2011-02), and any approvals that may be required by other entities having jurisdiction over the construction of the building including but limited to public utility providers and fire department.

4. This Conditional Use Permit is subject to annual review by the appropriate City of Bell Department, including but not limited to Police, Building and Safety, Planning, Public Works, Finance, CAO.

5. Any violation of any of the conditions of approval may subject the Conditional Use Permit to the revocation procedures established by Bell Municipal Code Section 17.96.170. Upon recommendation of the Chief Administrative Officer or designee,

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the body which originally granted the Conditional Use Permit shall conduct a noticed public hearing to determine whether such permit should be revoked.

6. Any additional (i) substantial modification to a building or structure located on the property, or (ii) intensification of use so as to make the parking inadequate, as determined by the Chief Administrative Officer or designee, shall be referred to the Planning Commission for review and approval.

7. Prior to the issuance of building permits the applicant will submit two sets of plans to the department of building and safety for plan check review and shall obtain approval of such plans by all agencies pertinent to the project proposal.

8. The Applicant shall also be responsible for paying any required City fees and fees from other associated agencies prior to the issuance of a building, grading, demolition or encroachment permits.

9. The applicant shall observe all city ordinances during the construction of the site, specifically Chapter 8.28 as it pertains to noise nuisances. Additionally, the City will require that the applicant comply with construction equipment that has adequate noise reduction devices (i.e.: mufflers) and they are properly tuned to minimize noise pollution to the surrounding properties.

10. All textures, materials, and colors utilized on exterior elevations of the building are subject to review by the City of Bell Architectural Review Board.

11. Before the issuance of any permits for this project, that the applicant shall consolidate the lots with parcel numbers 6327-030-001, 6327-032-001 and 6327-032-002 to be held as one by filing a lot merger application with the City Engineer's Office

12. All exterior building surfaces, including but not limited to doors and windows shall be properly cleaned and maintained at all times, and

13. Any graffiti placed on any building or structure located on the property shall be removed promptly after its placement. Failure on the Applicant's behalf to remove such graffiti upon twenty-four (24) hours written notice shall empower the City to enter upon the property and cause such removal, or painting over, of said graffiti, at the expense of the Applicant. The Applicant shall promptly pay, upon receipt of an invoice from the City, all the City's reasonable costs of such work.

14. No vehicles (commercial or otherwise) shall be:

    a. Parked on the property except in marked parking spaces; and

    b. Parked on the property unless owned and operated by patrons and/or employees of the building; or

    c. Parked overnight.

15. The Applicant guarantees that there will be no deviation from the approved minimum number of parking spaces, including reserved parking, compact parking, loading spaces, car and vanpool parking and any other ancillary forms of parking provided, and that the project will at all times conform to the parking plan indicated in Exhibit "A" -"Site Plan".

16. The Applicant agrees to maintain the property and all related on-site improvements and landscaping thereon, including, without limitation, buildings, parking areas, lighting, signs and walls in a first class condition and repair, free of rubbish, debris and other hazards to persons using the same, and in accordance with all applicable laws, rules, ordinances and regulations of all Federal, State, County and local bodies and agencies having jurisdiction, at applicant's sole cost and expense. Such maintenance and repair shall include, but not be limited to, the following: (i) sweeping and trash removal; (ii) the care and replacement of all shrubbery, plantings, and other landscaping in a healthy condition; and (iii) the repair, replacement and restriping of asphalt or concrete paving using the same type of material originally installed, to the end that such paving, at all times be kept in a level and smooth condition.

17. The Applicant shall remove and replace all offsite improvements including but not limited to all driveway approaches, full width sidewalks, curb and gutter, and new handicap ramps along both street frontages (Gage and Chanslor Avenues). Plan shall be submitted for review and approval by the City Engineer.

18. The proposed project shall comply with the provisions outlined in the National Pollution Discharge Elimination System (NPDES).

19. Clarifiers or filters shall be placed at strategic locations in the parking area to prevent illicit discharge of substances into storm drains.

20. The Applicant agrees to maintain proper security lighting on the property that promotes a secure and safe environment. Prior to the installation of any new exterior lighting, a lighting plan shall be submitted for review and approval by the City's Police Chief and the Planning and Building Department. Any new and existing exterior lighting shall be fully shielded to ensure no glare will be emitted to the surrounding properties.

21. The Applicant agrees that all new improvements shall be in accordance with all necessary local, state and federal guidelines for handicapped access including, but not limited to the Americans with Disabilities Act, and the 2010 California Building Code.

22. The cost of any required inspections shall be the responsibility of the Applicant and, when requested by the Applicant, shall be requested 48 hours in advance.

23. All activities related to the business shall be conducted inside of the proposed structure.

24. Adequate security fencing shall be installed before construction begins.

25. No storage shall occur on the premises outside of the building storage area.

26. The applicant and each of his agents, contractors, and subcontractors engaged in construction activities on the property shall obtain proper permits, business licenses, and contractor's licenses from the City of Bell.

27. Before the demolition of and grading phase of the project is conducted, the applicant will provide a waste management plan to verify compliance of the mandated recycling ordinance 1157 which requires that all projects recycle at least 50% of the total project waste.

28. Any work shall be performed in accordance with the requirements of the *Standard Specifications for Public Works Construction,* 2010 edition, and any supplements or amendments thereto.

29. Any public improvements damaged as a result of construction activities on the site shall be removed and replaced in accordance with City Standards

30. The Applicant agrees that any subsequent tenant improvements shall be in accordance with all necessary local, state and federal guidelines for handicapped access including, but not limited to the Americans with Disabilities Act, and the 2010 California Building Code.

31. There shall be no public telephones located on the property except within an enclosed building. The term "building," as used herein, shall not include telephone booths.

32. All trash enclosures shall be maintained in accordance with the standards of the City and shall be architecturally compatible with principal structures and shall be located in a manner that will not impede vehicular motion on the property and shall be properly screened with department approved materials including but not limited to landscaping, shrubs, trees and or vines.

33. Any additional signage shall require that a signage plan be submitted separately and approved by the Architectural Review Board, pursuant to the provisions outlined in the Bell Zoning Code.

34. The Applicant or an authorized representative shall execute an Affidavit indicating that he/she is aware of all of the terms of this Conditional Use Permit, and accepts all the conditions imposed by this Conditional Use Permit.

35. The applicant shall be responsible for filing any and all pertinent documents with the Los Angeles County Recorder's Office and that copies of said licenses and certifications shall be maintained on file with the City of Bell.

36. The Applicant shall agree to defend, indemnify and hold harmless, the City of Bell, its agents, officers and employees from any claim, action or proceeding against the City of Bell or its agents, officers or employees to attach, set aside, void or annul, an

approval of the City of Bell, its legislative body, advisory agencies, or administrative officers concerning the subject Application. The City of Bell will promptly notify the applicant of any such claim, action or proceeding against the City of bell and the applicant will either undertake defense of the matter and pay the City's associated legal or other consultant costs or will advance funds to pay for defense of the matter by the City Attorney. If the City of Bell fails to promptly notify the applicant of any such claim, action or proceeding, or fails to cooperate fully in the defense, the applicant shall not, thereafter, be responsible to defend, indemnify or hold harmless the City of Bell. Notwithstanding the foregoing, the City retains the right to settle or abandon the matter without the applicant's consent, but should it do so, the City shall waive the indemnification herein, except, the City's decision to settle or abandon a matter following an adverse judgment or failure to appeal, shall not cause a waiver of the indemnification rights herein.

D: That the City of Bell Clerk shall certify the adoption of this Resolution and shall forward a copy of this Resolution to Bell Islamic Center.

ADOPTED this 28th Day of September, 2011

_____
Mayor

ATTEST:

_____
Rebecca Valdez
City Clerk

I CERTIFY that the foregoing Resolution No. 2011-42 was adopted by the Planning Commission of the City of Bell at a regular meeting thereof held on the 28th day of September, 2011 by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

_____
Rebecca Valdez
City Clerk

Special Minutes of the
Bell City Council

July 29, 2011–7:30 A.M.

City Council Chambers
6330 Pine Avenue

Meeting was called to order by Mayor Saleh at 7:34:40 AM.

7:35:10 AM Pledge of Allegiance led by Vice Mayor Harber.

Roll call of City Council in their capacities as Councilmembers.

Present:	Mayor Saleh, Vice Mayor Harber, Councilwoman Alvarez, Councilwoman Quintana and Councilman Valencia
Absent:	None
Also Present:	Interim Chief Administrative Officer Hampian, Assistant City Attorney Bertrand and Deputy City Clerk Perez

Communications from the Public

7:35:48 AM Ismael Morales, no address stated, expressed concern about having the meeting early and not making the contract available for review. He also wished Mr. Hampian the best.

7:40:02 AM Donna Gannon, no address stated, welcomed the change and hoped that with the experience that Mr. Hampian has that the City Council will listen to him and make the right decisions.

7:41:30 AM Fernando Chavarria, no address stated, requested the City Council to approve Mr. Hampian's contract and welcomed him to the city. He also requested them to expand the youth programs.

Council Business

It was moved by Councilman Valencia, seconded by Vice Mayor Harber, to approve the Agreement for Interim Chief Administrative Officer services with Ken Hampian.

Vote:	5-0
Yes:	Mayor Saleh, Vice Mayor Harber, Councilwoman Alvarez, Councilwoman Quintana and Councilman Valencia

No:	None
Abstained:	None
Absent:	None

Motion Unanimously Passed.

7:52:23 AM City Council recessed to closed session to continue to confer with legal counsel regarding the following matters from the July 27, 2011 Council meeting:

PUBLIC EMPLOYMENT
(Government Code Section 54957(b)(1))
Title: Interim Chief Administrative Officer

CONFERENCE WITH LEGAL COUNSEL--EXISTING LITIGATION
(Government Code Section 54956.9(a))
Mango v. City of Maywood, et al.
US District Court, Central District, Case No.CV11-5641-GW

CONFERENCE WITH LEGAL COUNSEL--EXISTING LITIGATION
(Government Code Section 54956.9(a))
Ramirez, *et al.* v. County of Los Angeles, *et al.*
US District Court, Central District, Case No.CV11-04057-JHN

CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION
Significant exposure to litigation
(Government Code Section 54956.9(b))
(Two (2) potential cases)

9:14:33 AM The City Council reconvened to open session.

9:14:48 AM Assistant City Attorney Bertrand provided a report from closed session.

As to items 3.01, 3.02, 3.03 and 3.04 direction was given to the Interim CAO and the City Attorney's office. No further action was taken and there was no further action to report.

Adjournment

City Council meeting adjourned at 9:16:05 AM.

APPROVED THIS 28th DAY OF SEPTEMBER 2011.

Ali Saleh, Mayor

ATTEST:

_____

Ericka Perez, Deputy City Clerk

I, Ericka Perez, Deputy City Clerk of the City of Bell, California, do hereby certify that the foregoing minutes were approved by the City Council of the City of Bell at a regular meeting held on this 28th day of September 2011 by the following vote.

AYES:

NAES:

ABSTAIN:

ABSENT:

_____

Ericka Perez, Deputy City Clerk

Special Minutes of
Bell City Council

August 8, 2011
7:00 P.M

Bell Community Center
6250 Pine Avenue

Meeting was called to order by Mayor Saleh at 7:02:31 PM.

7:02:58 PM Pledge of allegiance led by Vice Mayor Harber.

Roll call of City Council in their capacities as Councilmembers.

7:03:29 PM

Present:	Mayor Saleh, Vice Mayor Harber, Councilwoman Alvarez, Councilwoman Quintana and Councilman Valencia
Absent:	None
Also Present:	Interim Chief Administrative Officer Hampian, Assistant City Attorney Bertrand, City Clerk Valdez and Captain Miranda

Study Session – Budget Workshop

Interim CAO Hampian and Dave Bass provided the presentation and discussion regarding 2011-2012 Fiscal Year Budget for the City of Bell and its related Authorities and Agencies.

7:35:33 PM Discussion ensued among the City Council.

Communications from the Public

8:07:04 PM Jose Moreno, no address stated, thanked Mr. Hampian for addressing the budget and expressed concern about the expenses in the police department, high salaries and the bonds.

8:10:36 PM Donna Gannon, 6601 Prospect Avenue, expressed concern regarding employee benefits.

8:13:02 PM Fernando Chavarria, thanked Mr. Hampian and Mr. Bass, expressed concern about the property taxes. Requested the City Council to vote in favor of Mr. Hampian's direction to adopt a bridge budget and appoint department staff.

8:18:41 PM Nora Saenz, 6251 Woodlawn Avenue, thanked Mr. Hampian and Mr. Bass, expressed concern about not having the community involved with the budget and the bonds. She also requested the Council to keep the community members in mind.

8:22:22 PM Carmen Bella, 6332 Palm Avenue, expressed concern about the past administration and salaries.

8:25:09 PM Diane Olivas, no address stated, expressed concern about the salaries and requested the power point to be online.

8:31:14 PM Interim CAO Hampian suggested the following recommendations to the City Council:

1) Not to adopt the Proposed Budget presented to the City Council on July 27, 2011.
2) Direct staff to prepare a "Bridge Budget" for Fiscal Year 2011-12 for consideration by the Council at the August 24, 2011 meeting, that would allow for amendments during the Fiscal Year, after appropriate community input.
3) Affirm the new Interim CAO's plan to:

    a) Bring Analytic resources to the City to study key issues (pro bono, as much possible);
    b) After review of the bonds, consider Request for Proposals (RFP) to engage financial advisor;
    c) Return in Fall with improvements to the budget process and format for the Fiscal Year 2012-13; and
    d) With employees to develop plan to reduce benefit costs, especially retirement and post-retirement (and return with amendments this fiscal year)

8:33:16 PM It was moved by Councilman Valencia, seconded by Vice Mayor Harber to support Interim CAO Hampian's recommendations on the budget.

8:40:43 PM

Vote:	5-0
Yes:	Mayor Saleh, Vice Mayor Harber, Councilwoman Alvarez, Councilwoman Quintana and Councilman Valencia
No:	None
Abstained:	None
Absent:	None

Motion Unanimously Passed.

Adjournment

City Council meeting adjourned at 8:42:07 PM.

APPROVED THIS 28th DAY OF SEPTEMBER 2011.

Ali Saleh, Mayor

ATTEST:

Rebecca Valdez, CMC, City Clerk

I, Rebecca Valdez, City Clerk of the City of Bell, California, do hereby certify that the foregoing minutes were approved by the City Council of the City of Bell at a regular meeting held on this 28th day of September 2011 by the following vote.

AYES:

NAES:

ABSTAIN:

ABSENT:

Rebecca Valdez, CMC, City Clerk

Minutes of
Bell City Council
Bell Community Redevelopment Agency
Bell Community Housing Authority

August 10, 2011
Closed Session – 2:00 PM
Open Session - 7:00 PM

Bell Community Center
6250 Pine Avenue

Meeting was called to order by Vice Mayor Harber at 2:06:37 PM.

2:06:49 PM Pledge of Allegiance led by Police Captain Tony Miranda.

2:07:13 PM Roll call of City Council in their capacities as Council members, Community Redevelopment Agency Members and Community Housing Authority Commissioners.

2:08:54 PM

Present:	Vice Mayor Harber, Councilwoman Alvarez and Councilman Valencia
Absent:	None
Also Present:	Interim Chief Administrative Officer Hampian, Assistant City Attorney Bertrand, City Clerk Valdez, Captain Miranda and City Engineer Alvarado

Communications From The Public on Closed Session Items

None.

Closed Session

2:07:56 PM The City Council and the related Authorities and Agencies recessed to a closed session at to confer with legal counsel regarding the following matters:

PUBLIC EMPLOYMENT
(Government Code Section 54957(b)(1))
Title: Interim Chief Administrative Officer (Longer Term)

CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION
Significant exposure to litigation
(Government Code Section 54956.9(b))
(Four (4) potential cases)

Councilwoman Quintana arrived at 2:25 PM.

Mayor Saleh arrived at 2:27 PM.

The City Council reconvened to open session at 7:04:17 PM.

7:04:20 PM Assistant City Attorney Bertrand provided a report from close session.

As to item 3.01 there was no reportable action. As to item 3.02 the item was moved after the open portion of the meeting.

Communications From The Public on Agenda Items Only

7:05:41 PM Douglas Swain, Bell High School, informed the City Council of the Bell High Alumni Golf tournament to be held on August 19, 2011.

7:09:11 PM Mayor and the City Council provided a proclamation to Mr. Swain.

7:10:14 PM Jose Moreno, commented on the public employment for the ICAO position, the budget and expressed concern about the budget for the Police Department. He also suggested to the Council to consider to lowering the wages, and benefits.

7:12:16 PM Mayor Saleh, responded to Mr. Moreno's comment.

7:13:23 PM Dr. Richard Espiritu, expressed concern about the appointment of the ICAO, the stock exchange, and the CRA loan.

Council Business

7:16:23 PM Discussion ensued among the City Council regarding the Treasurer's Quarterly report.

7:19:58 PM It was moved by Councilwoman Quintana, seconded by Vice Mayor Harber, to approve the Treasurer's Quarterly report ending March 31, 2011.

7:20:47 PM

Vote:	3-2
Yes:	Vice Mayor Harber, Councilwoman Alvarez and Councilwoman Quintana
No:	Mayor Saleh and Councilman Valencia
Abstained:	None
Absent:	None

Motion Passed.

7:21:17 PM Captain Finkelstein provided a staff report to the Council regarding the 2011 Justice Assistance Grant.

7:24:00 PM Discussion ensued among the City Council regarding the 2011 Justice Assistance Grant.

7:28:02 PM It was moved by Councilwoman Quintana, seconded by Councilwoman Alvarez, to receive and file the staff report regarding the 2011 Justice Assistance Grant.

7:28:33 PM

Vote:	5-0
Yes:	Mayor Saleh, Vice Mayor Harber, Councilwoman Alvarez, Councilwoman Quintana and Councilman Valencia
No:	None
Abstained:	None
Absent:	None

Motion Unanimously Passed.

7:28:39 PM Discussion ensued among the City Council regarding the warrants.

7:29:35 PM Vice Mayor Harber requested to pull warrant no. 48162.

7:30:59 PM Councilman Valencia also requested to pull check 48162 from the warrants.

7:35:49 PM It was moved by Vice Mayor Harber, seconded by Councilwoman Alvarez, to approve the warrants dated July 27 2011 trough august 10, 2011 and pull warrant no. 48162.

7:36:00 PM

Vote:	5-0
Yes:	Mayor Saleh, Vice Mayor Harber, Councilwoman Alvarez, Councilwoman Quintana and Councilman Valencia
No:	None
Abstained:	None
Absent:	None

Motion Unanimously Passed.

Community Redevelopment Agency

7:38:42 PM It was moved by Agency Member Quintana, seconded by Vice Chair Haber, to approve warrants dated July 27, 2011 through August 10, 2011 and not approve the Reconsideration of warrant no. 5460.

7:38:38 PM

Vote:	5-0
Yes:	Chair Saleh, Vice Chair Harber, Agency Member Alvarez, Agency Member Quintana and Agency Member Valencia
No:	None
Abstained:	None
Absent:	None

Motion Unanimously Passed.

7:39:38 PM Assistant Agency Counsel Bertrand informed the Agency Members of laws changes that have been made in the past regarding the Redevelopment and that it will be brought at the meeting. One of the items would consist of a resolution extending the time for the city to take additional actions to preserve any redevelopment funds and receive a file accounting reports to certain actions the city must take to protect the CRA funds.

Community Housing Authority

It was moved by Commissioner Alvarez, seconded by Commissioner Valencia, to approve the warrants dated July 27, 2011 through August 10, 2011.

7:41:52 PM

Vote:	5-0
Yes:	Chair Saleh, Vice Chair Harber, Commissioner Alvarez, Commissioner Quintana and Commissioner Valencia
No:	None
Abstained:	None
Absent:	None

Motion Unanimously Passed.

7:42:05 PM Discussion ensued among the Community Housing Authority Commissioners regarding the maintenance agreement with Jaime Lepe for Janitorial Services at Bell Mobile Home Park and Florence Village.

7:43:24 PM Commissioner Quintana requested to change the term of the contract to a month to month term, have a consistency on page 36 on all the contracts being proposed, clarification on page 37 regarding the reimbursable expenses, expressed concern about section 4 regarding the insurance clause and section 5, questioned section 9.2 regarding the books and records and wanted to verify if the city has done this, requested for the addresses to be provided on page 43 regarding the notices and address the compensation amount correctly.

7:43:45 PM Commissioner Valencia expressed concern about the insurance clause and the validity of the contract. Requested a clarification if the individuals that are being hired are city employees or contractors and expressed concern about not complying with labor laws. He also suggested to the City Council to hold off on making any decisions.

7:58:26 PM Commissioner Quintana provided a directive to take the contracts back and make all the necessary changes as requested.
7:59:13 PM Assistant Authority Counsel Bertrand suggested to the Community Housing Authority Commissioners to direct them to draft the contracts according to the directives given.

8:01:59 PM It was moved by Commissioner Quintana, seconded by Councilwoman Alvarez, to approve the Maintenance Agreement with Jaime Lepe for Janitorial Services at Bell Mobile Home Park and Florence Village; Agreement with Betsy Balderama for After Hours Caretaker Services at Florence Village Mobile Home Parks; and Agreement with Rudy and Juanita Davila for Interim Residential Managers at Florence Village Mobile Home Park approved as to form by the Authority's Counsel and include the directives given.

8:03:15 PM

Vote:	3-2
Yes:	Mayor Saleh, Councilwoman Alvarez and Councilwoman Quintana
No:	Vice Mayor Harber and Councilman Valencia
Abstained:	None
Absent:	None

Motion Passed.

The consideration of Agreement with Olga Rodriguez for After Hours Caretaker Services at Florence Village Mobile Home Park was withdrawn: Ms. Rodgriguez was no longer able to fulfill this role. Notice was posted at the park and on the City's website for a new Florence Village Mobile Home Park night time and evening caretaker".

8:05:00 PM No items were identified for the next Community Housing Authority meeting.

Communications From The Public

8:05:52 PM Alfred Areyan, no address stated, requested to increase the public comment to 5 minutes, expressed concern about the properties being sold by Robert Rizzo and requested the city to look into it. He also inquired on the status of the proposal from the City of Cudahy for police services.

8:10:12 PM Sandy Orozco, 4108 54th Street, Maywood, requested the Council to keep the Bell Police Department and expressed concern about the past administration.

8:17:20 PM Dr. Richard Espiritu, spoke in favor of favor of item 5.02 and expressed concern the Disability Act and address the City Attorney to enforce the city to comply with the laws.

8:21:37 PM Jose Moreno, expressed concern about the warrants.

Interim Chief Administrative Officer's Report

8:27:25 PM Interim CAO Hampian informed the Council that they are at work with the budget, working to bring as much pro-bono services in the city, the bond services and working with Mr. Aleshire and Mr. Bertrand and recommendations for much improve budget process.

Mayor and City Council Communications

8:28:52 PM Councilman Valencia provided a report on the Child Development Meeting he attended on July 27, 2011 and thanked the police department for their work on the national night out event. He also informed them of the 19th Bell High School golf tournament.

8:31:42 PM Vice Mayor Harber thanked the Bell Police Department for the national night out great turned out.

8:32:21 PM Councilwoman Quintana commended the Bell Police Department for the great event they had.

Identification of Items for Next City Council Meeting.

8:33:02 PM Councilwoman Alvarez requested to present certifications for the recommendation of qualifying industries that are located in the City of Bell.

8:33:26 PM Councilwoman Quintana requested to recognize students who were going away to college.

8:34:01 PM Mayor Saleh requested to look into buying headsets and requested the residents to thank Interim CAO Hampian and Mr. Venegas for offering their time to help out.

8:35:28 PM City Council recessed to closed session.

8:35:17 PM Assistant City Attorney Bertrand, provided a report from closed session. As items 3.02 conference with the legal Council 4 items anticipated litigation.

10:14:23 PM City Council reconvened to open session.

10:14:32 PM Assistant City Attorney Bertrand, there were 4 items on the significant exposures litigation that was not aware of the facts surrounding the potential litigation, one direction was given to City Attorney, and given to ICAO, in the other matter direction was given to the City Attorney and ICAO, the 3rd matter direction was given to the City Attorney and ICAO, 4th matter direction and authority was given to the City Attorney to settle for a potential litigation.

Adjournment

City Council meeting adjourned at 10:15:43 PM in memory of Officer Henword from the San Diego Police Department.

APPROVED THIS 28th DAY OF SEPTEMBER 2011.

_____
Ali Saleh, Mayor

ATTEST:

_____
Rebecca Valdez, CMC, City Clerk

I, Rebecca Valdez, City Clerk of the City of Bell, California, do hereby certify that the foregoing minutes were approved by the City Council of the City of Bell at a regular meeting held on this 28th day of September 2011 by the following vote.

AYES:

NAES:

ABSTAIN:

ABSENT:

_____
Rebecca Valdez, CMC, City Clerk

General

Warrants
for

September 14-28, 2011

CHECK NO	DATE	BATCH	VENDOR/DESCRIPTION	AMOUNT
48390	09/14/11	110907	CITY OF BELL PAYROLL FUND PAYROLL DEPOSIT-PAY OF 9/16/11	218,510.84
48391	09/15/11	110907	WELLS FARGO BANK W.C. ACCT REPLENISH CK#5990-94 WC ACCT REPLENISH CK#5995-6004 W.C. ACCT REPLENISH CK#6005-08	59,976.73
48392	09/15/11	110907	ANANCA LARIOS PETTY CASH REIMB-C.H.	693.23
48393	09/21/11	110907	VOID VOID-TEST PRINT	0.00
48394	09/21/11	110907	VOID VOID-TEST PRINT	0.00
48395	09/21/11	110907	AT&T TELEPHONE BILLING-MTA EQUIPMNT 8/2-9/1/11	41.49
48396	09/21/11	110907	AT&T MOBILITY TELEPHONE BILLING-7/24-8/23/11 POLICE CAR MODEMS TELEPHONE BILLING-7/21-8/20/11 DISPATCH-BELL P.D.	1,070.93
48397	09/21/11	110907	AT&T TELEPHONE BILLING-7/27-8/26/11 BELL P.D.	281.27
48398	09/21/11	110907	CALIFORNIA WATER SERVICE WATER BILLING-7/30-8/26/11 BNDNI-AMLAERHT AVE WATER BILLING-7/30-8/26/11 RICKBKE & EASTERN	346.76
48399	09/21/11	110907	DELTA DENTAL SERVICE DENTAL INS CLAIMS-AUG'11 DENTAL INS ADM FEE-AUG'11	12,599.09
48400	09/21/11	110907	EMPLOYMENT DEVELOPMENT DEPT. UNEMPLOYMENT INS-2ND QTR 2011	11,490.73
48401	09/21/11	110907	FLEET SERVICES GAS CONSUMPTION-7/28-8/30/11 BELL P.D.	10,044.87
48402	09/21/11	110907	THE GAS COMPANY GAS BILLING-8/10-9/12/11 6704 ORCHARD AVE GAS BILLING-7/13-8/11/11 4357 GAGE AVE-SKB PARK GAS BILLING-7/5-8/12/11	256.57

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HECK NO	DATE	BATCH	VENDOR/DESCRIPTION	AMOUNT
			3700/4401/5320 GAGE AVE 6330/6250 PINE AVE	
48403	09/21/11	110907	GOLDEN STATE WATER COMPANY WATER BILLING-7/27-8/24/11 6420 WILCOX AVE WATER BILLING-7/27-8/24/11 6526 WILCOX AVE WATER BILLING-7/27-8/24/11 5234 GAGE AVE WATER BILLING-7/27-8/24/11 4403 GAGE AVE WATER BILLING-7/27-8/24/11 6330 PINE AVE WATER BILLING-7/27-8/24/11 6250 PINE AVE WATER BILLING-7/27-8/24/11 6301 CLARKSON WATER BILLING-7/27-8/24/11 4200 GAGE AVE WATER BILLING-7/27-8/24/11 3782 GAGE AVE WATER BILLING-7/27-8/24/11 4460 GAGE AVE WATER BILLING-7/27-8/24/11 ATLANTIC & GAGE WATER BILLING-7/27-8/24/11 4377 GAGE AVE WATER BILLING-7/27-8/24/11 RIVER DR/SOUTHALL LN WATER BILLING-7/27-8/24/11 6707 FP BEAR AVE	6,145.47
48404	09/21/11	110907	GOLDEN STATE WATER COMPANY WATER BILLING-7/27-8/24/11 6522 ATLANTIC WATER BILLING-7/27-8/24/11 6330 PINE AVE WATER BILLING-7/27-8/24/11 ATLANTIC & BECK WATER BILLING-7/27-8/24/11 6707 BEAR AVE WATER BILLING-7/27-8/24/11 IRR BEAR AVE WATER BILLING-7/27-8/24/11 6702 FP ORCHARD WATER BILLING-7/27-8/24/11 FLORENCE AVE & CHANSLOR WATER BILLING-7/27-8/24/11 FLORENCE & WALKER WATER BILLING-7/27-8/24/11 5320 GAGE AVE	2,392.82
48405	09/21/11	110907	MAYWOOD MUTUAL WATER CO WATER BILLING-6/18-8/22/11	586.95

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CHECK NO	DATE	BATCH	VENDOR/DESCRIPTION	AMOUNT
			SO OF 6240 ATLANTIC AVE WATER BILLING-6/21-8/24/11 GAGE/CASITAS LANDSCAPE WATER BILLING-6/21-8/24/11 WILCOX/GAGE PARKWAY WATER BILLING-7/18-8/24/11 5200 RANDOLPH ST WATER BILLING-6/18-8/22/11 4501, 05, 09 E GAGE AVE	
48406	09/21/11	110907	RSCC ENGINEERING, INC 2011-2012 ASSESSMENT ENG SVCS SEWER MAINTENANCE LIGHTING AND LANDSCAPE WASTE COLLECTION,RECYCLING	8,000.00
48407	09/21/11	110907	SAM'S CLUB SHELF STORAGE RACKS-C.H.	394.70
48408	09/21/11	110907	SOUTHERN CALIFORNIA EDISON ELECTRICAL BILLING-8/12-9/13 4400 GAGE AVE ELECTRICAL BILLING-8/11-9/13 6800 OTIS AVE ELECTRICAL BILLING-8/11-9/13 6510 CLARKSON AVE ELECTRICAL BILLING-7/1-8/1/11 VARIOUS LOCATIONS ELECTRICAL BILLING-7/15-8/15 6901 1/2 RIVER DR ELECTRICAL BILLING-7/21-8/22 5007 FLORENCE PED ELECTRICAL BILLING-6/22-8/18 VARIOUS LOCATIONS ELECTRICAL BILLING-7/18-8/16 4357 GAGE AVE-SK8 PARK ELECTRICAL BILLING-8/2-9/1/11 6590 WILCOX PED	15,670.82
48409	09/21/11	110907	TELEPACIFIC COMMUNICATIONS TELEPHONE BILLING-8/8-9/22/11 BELL P.D.	3,695.89
48410	09/21/11	110907	VISION SERVICE PLAN (CA) VISION INS CLAIMS-AUG'11 VISION INS ADM FEE-SEP'11	3,529.83
48411	09/21/11	110907	WELLS FARGO BANK W.C. ACCT REPLENISH CK#6026-32 W.C. ACCT REPLENISH CK#6009-25	8,598.79
48412	09/21/11	110907	GOLDEN STATE WATER COMPANY WATER BILLING-7/22-8/19/11 7006 WALKER WATER BILLING-7/21-8/18/11	39.20

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HECK NO	DATE	BATCH	VENDOR/DESCRIPTION	AMOUNT
			4400 GAGE AVE	
48413	09/21/11	110907	GOLDEN STATE WATER COMPANY WATER BILLING-6/14-7/27/11 6526 WILCOX AVE WATER BILLING-6/24-7/27/11 6420 WILCOX AVE WATER BILLING-6/24-7/27/11 6522 ATLANTIC WATER BILLING-6/24-7/27/11 6250 PINE AVE WATER BILLING-6/26-7/27/11 6330 PINE AVE WATER BILLING-6/24-7/27/11 5320 GAGE AVE WATER BILLING-6/24-7/27/11 4403 GAGE AVE WATER BILLING-6/24-7/27/11 6330 PINE AVE WATER BILLING-6/24-7/27/11 ATLANTIC & BECK	4,269.26
48414	09/28/11	110908	VOID VOID-TEST PRINT	0.00
48415	09/28/11	110908	VOID VOID-TEST PRINT	0.00
48416	09/28/11	110908	A.R.ZEFF BACKFLOW TESTING CO. TESTED BACKFLOW VALVES-C.H.	972.85
48417	09/28/11	110908	ADMIN SURE W.C./LIABILITY SERVICES-9/1-30	2,520.00
48418	09/28/11	110908	AIMS, INC. ESPON PRINTER REPAIR-BELL P.D. HP LASERJET 3600N REPAIR-P.D. HP LASERJET P3005N REPAIR-P.D.	806.71
48419	09/28/11	110908	ALESHIRE & WYNDER, LLP LEGAL SVCS-GENERAL 7/28-29/11 LEGAL SVCS-LITIGATION 7/28-29 LEGAL SVCS-PERSO/LABOR 7/28-29 LEGAL SVCS-FINANCE 7/28-29/11 LEGAL SVCS-REFUSE 7/29/11	5,567.50
48420	09/28/11	110908	ALL ACTION SECURITY SECURITY GUARD SVCS-8/6 & 8/13 SECURITY GUARD SVCS-8/20/11 SECURITY GUARD SVCS-9/10/11	1,673.25
48421	09/28/11	110908	AMERICAN GUARD SERVICES, INC. CROSSING GUARD SVCS-JUL'11 CROSSING GUARD SVCS-AUG'11	9,080.06

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CHECK NO	DATE	BATCH	VENDOR/DESCRIPTION	AMOUNT
48422	09/28/11	110908	AMERICAN PAPER PLASTIC JANITORIAL/MAINT SUPPLIES	2,223.88
48423	09/28/11	110908	AMERICAN RELIANCE INC. MOBILE PC MAINT-BELL P.D.	723.13
48424	09/28/11	110908	AMERICAN SOCCER COMPANY, INC. SOCCER UNIFORMS SOCCER UNIFORMS SOCCER UNIFORMS SOCCER UNIFORMS SOCCER UNIFORMS SOCCER UNIFORMS	355.01
48425	09/28/11	110908	CARLOS ARTEAGE REFUND-PARKING CITES# 4041570/4040280	264.00
48426	09/28/11	110908	JAEL VICTORIA MARTINEZ ARZOLA REFUND-SAFE KEEPING DR#11-2290 R.ARZOLA(O.OROZCO)	1,137.50
48427	09/28/11	110908	BETTY L. ATCHISON INSURANCE BENEFIT-SEP'11	75.00
48428	09/28/11	110908	AZTECA LANDSCAPE LANDSCAPE MAINT-AUG'11 MEDIANS/SLOPES LANDSCAPE MAINT-AUG'11 VETERANS PARK	6,400.00
48429	09/28/11	110908	BELL SERVICE CENTER FLAT SERVICE FEE-AUG'11 VARIOUS REPAIRS-UNIT#104 LUBE/OIL/FILTER/MOUNT TIRES VARIOUS REPAIRS-UNIT#100 LUBE/OIL/FILTER/MOUNT TIRES/ POWER STEERING FLUSH VARIOUS REPAIRS-UNIT#328 LUBE/OIL/FILTER/FUEL & AIR FILTER/AUTO TRANSMISSION SERVICE VARIOUS REPAIRS-UNIT#355 ARROW STICK/LUBE/OIL/FILTER VARIOUS REPAIRS-UNIT#43 LUBE/OIL/FILTER/FRONT BRAKE PADS/MOUNT TIRES VARIOUS REPAIRS-UNIT#363 SPOTLIGHT/ENGINE PREFORMANCE/ HYDRAULIC CONNECTOR/TIRE ROTATION VARIOUS REPAIRS-UNIT#344 LUBE/OIL/CODE 3 LIGHTS/ HEADLIGHTS	4,919.42

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CHECK NO	DATE	BATCH	VENDOR/DESCRIPTION	AMOUNT
			VARIOUS REPAIRS-UNIT#3 LUBE/OIL/FILTER/FLUSH COOLING SYSTEM VARIOUS REPAIRS-UNIT#361 LUBE/OIL/FILTER/LOWER CONTROL ARM L&R/STRUT ARMS/MOUNT TIRES /SPOTLIGHT VARIOUS REPAIRS-UNIT#363 LUBE/OIL/FILTER/SPOTLIGHT VARIOUS REPAIRS-UNIT#332 LUBE/OIL/FILTER/TAIL LIGHTS VARIOUS REPAIRS-UNIT#352 LUBE/OIL/FILTER/THERMOSTAT HOUSING/CODE 3 LIGHTS	
48430	09/28/11	110908	BELL SERVICE CENTER A/C BLOWER MOTOR-UNIT#353	438.80
48431	09/28/11	110908	BOB BARKER COMPANY, INC. MISC SUPPLIES-SORE THROAT/P.D. MISC SUPPLIES-SINUS PAIN/P.D.	32.00
48432	09/28/11	110908	CANNING'S TRUEVALUE HARDWARE MAINTENANCE SUPPLIES MAINTENANCE SUPPLIES	177.65
48433	09/28/11	110908	CHANGE COMMUNITIES CITY CLERK WEBSITE SVCS-AUG'11	300.00
48434	09/28/11	110908	VOID VOID-PRINT ERROR	0.00
48435	09/28/11	110908	JERRY CLINE INSURANCE BENEFIT-SEP'11	75.00
48436	09/28/11	110908	COMSERCO, INC. EQUIPMENT-BATTERY/BELL P.D. MAINTENANCE BILLING-SEP'11	1,305.90
48437	09/28/11	110908	CONSOLIDATED DISPOSAL WASTE/RECYCLING SVCS-AUG'11	96,389.66
48438	09/28/11	110908	ARNE CROCE INTERIM CAO SVCS-9/1-15/11	7,000.00
48439	09/28/11	110908	DAILY JOURNAL CORP. BID NOTICE-STREET REHAB PROJ	943.80
48440	09/28/11	110908	VOID VOID-PRINT ERROR	0.00
48441	09/28/11	110908	VOID VOID-PRINT ERROR	0.00
48442	09/28/11	110908	VOID	0.00

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CHECK NO	DATE	BATCH	VENDOR/DESCRIPTION	AMOUNT
			VOID-PRINT ERROR	
48443	09/28/11	110908	VOID VOID-PRINT ERROR	0.00
48444	09/28/11	110908	VOID VOID-PRINT ERROR	0.00
48445	09/28/11	110908	VOID VOID-PRINT ERROR	0.00
48446	09/28/11	110908	VOID VOID-TEST PRINT	0.00
48447	09/28/11	110908	VOID VOID-TEST PRINT	0.00
48448	09/28/11	110908	DAPPER TIRE CO TIRE FLEET-CODE ENFOR/P.D. TIRE FLEET-CODE ENFORCEMENT	924.11
48449	09/28/11	110908	DATAQUICK INFORMATION SYSTEMS DATA INFORMATION-AUG'11	75.00
48450	09/28/11	110908	DATASTREAM BUSINESS SOLUTIONS, HP9000 PROGRAMMING 6/1-30/11 GENERAL LEDGER/PAYROLL HP9000 PROGRAMMING-7/1-31/11 PAYROLL HP9000 PROGRAMMING-GEN LEDGER	2,517.50
48451	09/28/11	110908	COUNTY OF LOS ANGELES ANIMAL HOUSING SVCS-AUG'11	8,590.16
48452	09/28/11	110908	DUNCAN SOLUTIONS, INC PKING CITATIONS & ENVELOPES ANNUAL MAINT-PKING CITE SYS APRIL 2011-MARCH 2012	4,652.76
48453	09/28/11	110908	VOID VOID-PRINT ERROR	0.00
48454	09/28/11	110908	VOID VOID-TEST PRINT	0.00
48455	09/28/11	110908	VOID VOID-TEST PRINT	0.00
48456	09/28/11	110908	DUNN-EDWARDS CORP. PAINT SUPPLIES	93.43
48457	09/28/11	110908	NORDIS PARENTE PARKING CITATIONS PAYROLL CHECKS BUSINESS CARDS-ICAO/A.CROCE	3,538.25

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CHECK NO	DATE	BATCH	VENDOR/DESCRIPTION	AMOUNT
48458	09/28/11	110908	FEDERAL EXPRESS DELVERY SVCS-PKING 8/19 DELIVERY SVCS-CITY CLERK 8/25 & 8/26 DELIVERY SVCS-PKING 9/2 DELIVERY SVCS-CITY CLERK 9/8	126.89
48459	09/28/11	110908	THE FLAG SHOP FLAG/POLE/ACCESSORIES	176.50
48460	09/28/11	110908	G4S SECURE SOLUTIONS (USA)INC. JAIL SERVICES-BELL P.D. 8/1-31	15,833.09
48461	09/28/11	110908	GALLS UNIFORM-A.MINJAREZ	70.60
48462	09/28/11	110908	GLENDALE FIRE SYSTEMS, INC. ALARM MONITORING & TESTING OCT-DEC 2011/VETS PARK ALARM MONITORING & TESTING OCT-DEC 2011/CAMP LITTLE BEAR	516.00
48463	09/28/11	110908	GRAFFITI PROTECTIVE COATINGS GRAFFITI REMOVAL-AUG'11 PAINT REIMBURSEMENT-AUG'11 SIDEWALK STEAM CLEANING-AUG'11 FUEL SURCHARGE-AUG'11 BUS SHELTER CLEANING-AUG'11 FUEL SURCHARGE-AUG'11 STREET SWEEPING-AUG'11 FUEL SURCHARGE-AUG'11	38,431.39
48464	09/28/11	110908	IJSS INC. DBA TONERZONE INK CARTRIDGE-BELL P.D.	179.94
48465	09/28/11	110908	INTELLIBRIDGE PARTNERS LLC ACCOUNTING CONSULTANT-C.S. 8/1-31/11	15,640.00
48466	09/28/11	110908	KELDON PAPER COMPANY PAPER-BELL P.D.	862.39
48467	09/28/11	110908	LA COUNTY SHERIFF DEPT. FOOD SVCS/CUSTODY-AUG'11	291.30
48468	09/28/11	110908	LACKIE DAMMEIER& MCGILL CLIENT SETTLEMENT PAYMENT-MCSWEENEY	37,689.00
48469	09/28/11	110908	ANTONIO LOPEZ POST REIMB-SUBSISTENCE 9/19-23	50.00
48470	09/28/11	110908	MARSAN TURF & IRRIGATION IRRIGATION TIMERS-ATLANTIC MEDIANS	263.18

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CHECK NO	DATE	BATCH	VENDOR/DESCRIPTION	AMOUNT
48471	09/28/11	110908	ROBERT MCSWEENY SETTLEMENT PAYMENT	62,311.00
48472	09/28/11	110908	MEDINA CONSTRUCTION 25% TAX WITHHELD ORDER PW/GEN MAINT SVCS-SEP'11 LANDSCAPING MAINT-SEP'11 RIVER BED-GAGE TO LIVE OAK INCLUDING FLORENCE	14,156.25
48473	09/28/11	110908	MARIA J. MEDINA REFUND-HALL RENTAL DEPOSIT9/10	300.00
48474	09/28/11	110908	MERRILL COMMUNICATIONS LLC ELECTRONIC PROCESSING-AUG'11	137.06
48475	09/28/11	110908	LINDA MONTES REFUND-TREDER PAVILION RENTAL	90.00
48476	09/28/11	110908	JESUS MUNOZ REFEREE SERVICES-8/1-31/11 BASEBALL GAMES	1,505.00
48477	09/28/11	110908	OCE IMAGISTICS INC. COPIER MAINT-5/1-7/31 BELL PD COPIER MAINT-8/1-10/31 VETS PK COPIER USAGE-8/1-31/11 BELL PD	457.88
48478	09/28/11	110908	OLDTIMERS FOUNDATION PARATRANSIT SERVICES-AUG'11	40,904.40
48479	09/28/11	110908	ORANGE COUNTY SHERIFF'S DEPT TUITION-9/19-23/11 A.LOPEZ TUITION-10/7 J.JIMENEZ/A.RUSAS TUITION-10/26 M.SANCHEZ	131.60
48480	09/28/11	110908	PRAXAIR DISTRIBUTION INC EQUIPMENT RENTAL-C.CTR	37.20
48481	09/28/11	110908	PUBLIC ENGINEERING SERVICES PROFESSIONAL SVCS-JUL-AUG'11 NPDES-CLEAN WATER ACT	3,393.00
48482	09/28/11	110908	QUICK DISPENSE MISC SUPPLIES-BELL P.D. MISC SUPPLIES-C.H.	280.06
48483	09/28/11	110908	QUILL CORPORATION OFFICE SUPPLIES-PARK & REC OFFICE SUPPLIES-JAIL OFFICE SUPPLIES-JAIL OFFICE SUPPLIES-JAIL OFFICE SUPPLIES-CITY COUNCIL OFFICE SUPPLIES-CITY COUNCIL	1,956.21

CHECK NO	DATE	BATCH	VENDOR/DESCRIPTION	AMOUNT
			OFFICE SUPPLIES-JAIL	
48484	09/28/11	110908	RELIA-TECH LCD WIDESCREEN PANEL-DISPATCH SVC CALL-NEW PC/DISPATCH INSTALLED PRINTER SVC CALL-RIMS MACHINE/SOFTWARE BELL P.D. SVCS CALL-DISPATCH/PORT SWITCH SVC CALL-DISPATCH MAINTENANCE CONTRACT-SEP'11 SVC CALL-INSTALL PRINTER DISPATCH WIRELESS RANGE EXTENDER COUNCIL CHAMBERS	3,711.66
48485	09/28/11	110908	REPUBLIC ITS INC TRAFFIC SIGNAL MAINT-AUG'11 TS RESPONSE CALLS/REPAIRS AUGUST 2011	4,082.66
48486	09/28/11	110908	RESTOCKIT.COM SANITARY SUPPLIES-JAIL	9.09
48487	09/28/11	110908	RIVERSIDE COUNTY SHERIFF'S TUITION-10/19 J.TATRO/T.CARRER	104.00
48488	09/28/11	110908	RODRIGO RODARTE POST REIM-SUBSISTENCE 10/24-27	40.00
48489	09/28/11	110908	ROSE CLEANERS & LAUNDRY BLANKETS/TOWELS CLEANING SVCS BELL P.D.-AUG'11 BLANKETS/TOWELS CLEANING SVCS BELL P.D.-AUG'11 BLANKETS/TOWELS CLEANING SVCS BELL P.D.-AUG'11	176.00
48490	09/28/11	110908	RSCC ENGINEERING, INC ENGINEERING SVCS-8/26-9/16/11 SPORTS COMPLEX-FLORENCE/WALKER STREET REHAB PROJ FLORENCE AC OVERLAY PROJ ENGINEERING SVCS-SEP'11	6,995.00
48491	09/28/11	110908	JESUS SAAVEDRA REFUND PKING CITE#100017333	145.00
48492	09/28/11	110908	SECURITY SIGNAL DEVICES SECURITY ALARM MONITORING 10/1-12/31/11-P.D. STORAGE CCTV SVC CONTRACT 10/1-12/31/11 BELL P.D.	474.60
48493	09/28/11	110908	SOUTHERN CALIFORNIA	3,590.00

CHECK NO	DATE	BATCH	VENDOR/DESCRIPTION	AMOUNT
			DUES ASSESSMENT-FY 2011-2012	
48494	09/28/11	110908	STANLEY PEST CONTROL CO	434.00
			PEST CONTROL-8/11	
			3700 E GAGE AVE	
			PEST CONTROL-8/11	
			6707 BEAR AVE	
			PEST CONTROL-8/11	
			6326-6330 PINE AVE	
			PEST CONTROL-8/11	
			6250 PINE AVE	
			PEST CONTROL-8/11	
			6326-6330 PINE AVE	
			PEST CONTROL-8/11	
			4357 E GAGE AVE	
			PEST CONTROL-8/11	
			6526 WILCOX AVE	
			PEST CONTROL-8/11	
			5320 E GAGE	
			PEST CONTROL-8/11	
			7100 WALKER AVE	
			PEST CONTROL-8/11	
			4400 GAGE AVE	
			PEST CONTROL-8/11	
			4874 E GAGE AVE	
48495	09/28/11	110908	STATE OF CALIFORNIA	4,718.75
			25% TAX WITHELD ORDER-L.M.	
48496	09/28/11	110908	WILLIAM C. STATLER	398.67
			EXPENSE REIMB-8/21-25/11	
			LODGING/MILEAGE	
48497	09/28/11	110908	TOSHIBA AMERICA BUSINESS SOLUT	491.13
			TAXES-LEASED COPIER C.H.	
			COPIER LEASE-OCT'11 C.H.	
48498	09/28/11	110908	U.S. HEALTH WORKS	50.00
			MED SVCS/DUI ARREST-DR#11-2732	
			G. FLORES	
			MED SVCS/DUI ARREST-DR#11-2739	
			J. SALAZAR	
48499	09/28/11	110908	UNDERGROUND SERVICE ALERT	33.00
			UNDERGROUND FAX NOTICES-AUG'11	
48500	09/28/11	110908	UNIFIED TRANSLATION SERVICES	2,070.00
			INTERPRETING SVCS-6/6/11	
			INTERPRETING SVCS/EQUIP-6/7/11	
			INTERPRETING SVCS-7/27/11	
			INTERPRETING SVCS-9/14/11	
48501	09/28/11	110908	WELLS FARGO REMITTANCE CENTER	59.13
			NATURAL GAS BILLING-C.CTR	

CHECK NO	DATE	BATCH	VENDOR/DESCRIPTION	AMOUNT
48502	09/28/11	110908	WEST COAST ARBORISTS, INC. TREE MAINTENANCE SVCS-JUL'11 TREE MAINTENANCE SVCS-AUG'11	1,400.00
48503	09/28/11	110908	YUHL/STONER/CARR LLP LEGAL SVCS-LITIGATION 6/7-8/15	16,354.40
TOTAL	114 CHECKS			813,535.60
*W0000632	09/20/11	110909	CITY OF BELL PAYROLL FUND FICA & MEDI TAXES-PAY 9/16/11	9,117.05
W0000633	09/22/11	110909	CAL-PUBLIC EMPLOYEE RETIREMENT RTRMNT PYT-PY 9/16/11 9-2011-3	59,991.95
W0000634	09/22/11	110909	CAL-PUBLIC EMPLOYEE RETIREMENT RTRMNT PYT-PY 9/16/11 9-2011-3	2,518.18
W0000635	09/28/11	110910	PUBLIC EMPLOYEES' RETIREMENT HEALTH PREMIUM-OCT'11	94,239.26
W0000636	09/28/11	110910	PUBLIC EMPLOYEES' RETIREMENT HEALTH PREMIUM-OCT'11	3,570.93
TOTAL	5 WIRES			169,437.37
TOTAL				982,972.97

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City of Bell
Agenda Report

DATE: September 28, 2011

TO: Mayor and Members of the City Council

FROM: Arne Croce, Interim Chief Administrative Officer

BY: Rebecca Valdez, City Clerk

SUBJECT: CONSIDERATION OF A RESOLUTION SETTING THE DATES AND TIMES OF THE CITY COUNCIL'S REGULAR MEETINGS FROM OCTOBER THROUGH DECEMBER 2011.

DISCUSSION:

Section 506 of the City of Bell's Charter provides that the "City Council shall hold regular meetings at least once each month" and at times fixed by a resolution. Accordingly, the staff responses the following schedule for the Council's regular meetings from October through December 2011.

Wednesday, October 12, 2011 at 6:30 PM

Wednesday, October 26, 2011 at 6:30 PM

Wednesday, November 9, 2011 at 6:30 PM

*Tuesday, November 22, 2011 at 6:30 PM

Wednesday, December 14, 2011 at 6:30 PM

RECOMMENDATION:

Staff recommends that:

1. The City Council adopt Resolution No. 2011-41;

*(*Intentionally scheduled on a Tuesday as Wednesday is the eve of the Thanksgiving Holiday)*

RESOLUTION NO. 2011-41

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BELL SETTING THE DATES AND TIMES OF THE CITY COUNCIL'S REGULAR MEETINGS FROM OCTOBER THROUGH DECEMBER 2011

WHEREAS, the City of Bell's Charter authorizes the City Council of the City of Bell ("the City") to set and fix the dates and times for the regular meetings of the Council; and

WHEREAS, Section 506 of the City of Bell's Charter that the "City Council shall hold regular meetings at least once each month" and at times fixed by a resolution; and

WHEREAS, the City Council desires to set the dates and times for the regular meetings for October through December 2011; and

THE CITY COUNCIL OF THE CITY OF BELL DOES HEREBY FIND AND RESOLVE AS FOLLOWS:

SECTION 1. OCTOBER – DECEMBER 2011 SCHEDULE OF CITY COUNCIL MEETINGS.

Pursuant to Section 506 of the City of Bell's Charter, the City Council fixes and sets the following dates and times for the Council's regular meetings during October through December of 2011:

Wednesday, October 12, 2011 at 6:30 PM

Wednesday, October 26, 2011 at 6:30 PM

Wednesday, November 9, 2011 at 6:30 PM

Tuesday, November 22, 2011 at 6:30 PM

Wednesday, December 14, 2011 at 6:30 PM

SECTION 2. EFFECTIVE DATE.

This Resolution shall take effect immediately upon adoption.

SECTION 3. SEVERABILITY CLAUSE.

The provisions of this Resolution are severable and if any provision, clause, sentence, word or part thereof is held illegal, invalid, unconstitutional, or inapplicable to any person or

circumstances, such illegality, invalidity, unconstitutionality, or inapplicability shall not affect or impair any of the remaining provisions, clauses, sentences, sections, words or parts thereof of the Resolution or their applicability to other persons or circumstances.

PASSED, APPROVED AND ADOPTED this 28th day of September, 2011, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Ali Saleh, Mayor

ATTEST:

Rebecca Valdez, CMC, City Clerk

APPROVED AS TO FORM:

Dave Aleshire, City Attorney

City of Bell
Agenda Report

DATE: September 28, 2011

TO: Mayor and Members of the City Council

FROM: Arne Croce, Interim Chief Administrative Officer

SUBJECT: Bid Results for Street Rehabilitation Projects at Various Locations - Project Nos. 04-525-3737-0926, 04-525-3737-0928, 04-525-3737-0988, and 04-525-3737-0929 and Resolution No. 2011- Appropriating Funding and Budget Amendment for F.Y. 2011-2012

RECOMMENDATION:

Authorize the Chief Administrative Officer to enter into a contract with Hardy & Harper, Inc. of Santa Ana, CA for the amount of $ 356,900.00 for Street Rehabilitation Project at Various Locations, authorize a contingency of $35,690.00 (10% of contract), and authorize an amount not to exceed $9,000 for additional engineering fees. Funds are to be provided from Prop 1B Funds under Account No. 04-525-3737-0926, 04-525-3737-0928, 04-525-3737-0988, and 04-525-3737-0929. Also adopt a Resolution for the Use of Proposition 1B Funding, "A Resolution of the City of Bell, California approving appropriations for the use of Proposition 1B Funding and Adopting the Appropriations as Budget Amendments for the Fiscal Year 2011-2012".

FISCAL IMPACT

The City of Bell received a Proposition 1B allocation in the amount of $626,999 on October 20, 2008. The City originally submitted proposed project costs to the State reflecting the use of the entire allocation. The original estimated costs were:

1) Randolph Street – 04-525-3737-0926 – $100,000
2) Woodward Avenue – 04-525-3737-0928 – $206,999
3) Otis Avenue – 04-525-3737-0988 – $200,000
4) Weik Avenue – 04-525-3737-0929 – $120,000

Subsequently, the City Engineer forecast a new estimate in the amount of $525,000.00. The City solicited bids and the low bid is $356,900 for the four projects. The City Engineer also requests a ten percent (10%) contingency, $35,690. The City Engineer also requests an amount not to exceed $9,000 for additional engineering costs related to inspection and administration during construction. The City has incurred total engineering costs associated with the project of $28,500 in previous fiscal years. The

total engineering and construction costs may be $401,590. if the contingency is utilized. Since the low bid is below the initial estimates, the City Engineer will, in the next few weeks, be proposing other eligible projects and seeking City Council approval in order to further utilize the entire Prop 1B allocation. The estimated amount of residual funds available is $225,404. Additional budget amendments will be required to appropriate funds for any additional projects.

BACKGROUND:

In 2007 the State of California approved Senate Bill 78 and 88 by the Voters of California. These Bills were combined and have been normally called Proposition 1B for which the City of Bell received a onetime allocation of $626,998.00. The allocation was based on City's population as well as road miles within the City. Attached is League of California Cities Summary regarding the purpose and use of these funds by Cities and Counties.

The City Engineer was authorized to identify and commence the preparation of plans and specification for four streets which require rehabilitation with new asphalt cap and other improvements. The streets identified are:

- RANDOLPH ST. from Otis Ave. to Atlantic Ave, length 1,200 ft. – 04-525-3737-0926
- WOODWARD AVE. from Gage Ave. to Randolph St., length 1200 feet – 04-525-3737 0928
- OTIS AVE. from Florence Ave. to Bell Ave. length 1400 feet – 04-525-3737-0988
- WEIK AVE. from Otis Ave. to Corona Ave, length 750 feet – 04-525-3737-0929

The City Engineer's Office has completed the Plans and Specifications. These improvements involve the construction of four (4) streets with handicap ramps meeting the latest standards of the American with Disability Act (ADA). The project also will improve the streets with a new asphalt cap over the entire roadway, striping and other amenities. The project is proposed to be completed within 45 working days.

After Plans and Specifications were completed, bids were solicited and, on August 23, 2010 at 11:00 a.m. in the Office of the City Clerk, bids were opened. Seven (7) sealed bids were submitted with the following results:

CONTRACTOR	AMOUNT
1. HARDY & HARPER, INC. Santa Ana, CA	$356,900.00
2. EC CONSTRUCTION, INC. South El Monte, CA	$368,197.19
3. SULLY MILLER CONTRACTING, CO Brea, CA	$369,963.00

4. SEQUEL CONTRACTORS, INC. $376,748.25
   Santa Fe Springs, CA

5. SILVIA CONSTRUCTION, INC. $394,921.19
   Rancho Cucamonga, CA

6. Gentry Brothers, Inc. $414,028.19
   Irwindale, CA

7. PALP, Inc. DBA EXCEL PAVING CO. $422,769.20
   Long Beach, CA

RECOMMENDATION

That the City Council by motion:

Award the Contract to HARDY & HARPER, INC. of Santa Ana, CA who has submitted the lowest responsible bid. This company possesses a current contractor's license with the State of California License Board and has performed previously satisfactory work in this Community.

ATTACHMENTS

Bid Analysis
Resolution No. 2011-40
Contract Services Agreement

CITY OF BELL
STREET REHABILITATION PROJECT AT VARIOUS LOCATIONS
PROJECT No. 04-525-3737-0927
BID ANALYSIS - August 23rd, 2011 at 11:00 a.m.

Hardy & Harper, Inc. **#1**

ITEM	DESCRIPTION	UNIT	QTY	UNIT COST	TOTAL COST
1	Clearing & Grubbing.	LS	1.00	$ 24,000.00	$ 24,000.00
2	Place Compacted Selected Fill	CY	50.00	$ 50.00	$ 2,500.00
3	Earthwork, Roadway, Excavation & Fill.	LS	1.00	$ 3,000.00	$ 3,000.00
4	Cold Mill Variable Thickness 1.0 Inches to 2.0 Inches.	SF	134,201.00	$ 0.13	$ 17,446.13
5	Construct 1.0 Inches to 2.0 Inches thick ARHM-GG-C Overlay	TONS	2,000.00	$ 86.50	$ 173,000.00
6	Remove 6-Inch existing AC/Native and Construct 4-Inch B PG 64-10 Base Course over 90% Compacted Native.	SF	10,480.00	$ 3.00	$ 31,440.00
7	Construct PCC Curb Ramp per SPPWC Std. Plan 111-3.	EA	2.00	$ 3,500.00	$ 7,000.00
8	Install Detectable Warning Surface Only	EA	26.00	$ 345.00	$ 8,970.00
9	Remove Existing and Install 4-inch thick PCC Sidewalk.	SF	2,674.00	$ 5.55	$ 14,840.70
10	Remove Existing and Construct Variable High (6 inches to 8 inches) PCC Curb and Gutter per SPPWC Std. Plan 120-1.	LF	264.00	$ 45.00	$ 11,880.00
11	Remove Existing and Construct PCC Cross and Longitudinal Gutter Per SPPWC Std Plan 122-2.	SF	300.00	$ 15.00	$ 4,500.00
12	Remove Existing and Construct PCC Driveway Approach per SPPWC Std. Plan 110-2.	SF	2,150.00	$ 7.50	$ 16,125.00
13	Adjust Sewer/Strom Drain Manhole Frame and Cover to Grade per SPPWC Std. Plan 205-1 & 206-1.	EA	14.00	$ 400.00	$ 5,600.00
14	Adjust Water Valve/Gas Valve to Grade	EA	13.00	$ 100.00	$ 1,300.00
15	Install Traffic Striping, Traffic Signal Loops, Pavement Markers and appurtenances.	LS	1.00	$ 11,398.17	$ 11,398.17
16	Remove, Salvage and Reinstall Speed Hump.	EA	5.00	$ 1,200.00	$ 6,000.00
17	Install Survey Centerline Tie Monuments and lot line property tag.	EA	1.00	$ 6,000.00	$ 6,000.00
	TOTAL BASE BID				**$ 345,000.00**
	ALTERNATE BID ITEM No. 1				
18	Install 24-Inches Box Bradford Pear Tree Including 90 days Maintenance	EA	17.00	$ 700.00	$ 11,900.00
	ALTERNATE BID PRICE				**$ 11,900.00**
	TOTAL PRICE INCLUDING BASE AND ALTERNATE				**$ 356,900.00**

EC Construction, Inc. **#2**

ITEM	DESCRIPTION	UNIT	QTY	UNIT COST	TOTAL COST
1	Clearing & Grubbing.	LS	1.00	$ 11,500.00	$ 11,500.00
2	Place Compacted Selected Fill	CY	50.00	$ 2.00	$ 100.00
3	Earthwork, Roadway, Excavation & Fill.	LS	1.00	$ 14,000.00	$ 14,000.00
4	Cold Mill Variable Thickness 1.0 Inches to 2.0 Inches.	SF	134,201.00	$ 0.19	$ 25,498.19
5	Construct 1.0 Inches to 2.0 Inches thick ARHM-GG-C Overlay	TONS	2,000.00	$ 95.00	$ 190,000.00
6	Remove 6-Inch existing AC/Native and Construct 4-Inch B PG 64-10 Base Course over 90% Compacted Native.	SF	10,480.00	$ 2.30	$ 24,104.00
7	Construct PCC Curb Ramp per SPPWC Std. Plan 111-3.	EA	2.00	$ 2,800.00	$ 5,600.00
8	Install Detectable Warning Surface Only	EA	26.00	$ 275.00	$ 7,150.00
9	Remove Existing and Install 4-inch thick PCC Sidewalk.	SF	2,674.00	$ 5.00	$ 13,370.00
10	Remove Existing and Construct Variable High (6 inches to 8 inches) PCC Curb and Gutter per SPPWC Std. Plan 120-1.	LF	264.00	$ 35.00	$ 9,240.00
11	Remove Existing and Construct PCC Cross and Longitudinal Gutter Per SPPWC Std Plan 122-2.	SF	300.00	$ 15.00	$ 4,500.00
12	Remove Existing and Construct PCC Driveway Approach per SPPWC Std. Plan 110-2.	SF	2,150.00	$ 10.80	$ 23,220.00
13	Adjust Sewer/Strom Drain Manhole Frame and Cover to Grade per SPPWC Std. Plan 205-1 & 206-1.	EA	14.00	$ 400.00	$ 5,600.00
14	Adjust Water Valve/Gas Valve to Grade	EA	13.00	$ 30.00	$ 390.00
15	Install Traffic Striping, Traffic Signal Loops, Pavement Markers and appurtenances.	LS	1.00	$ 11,900.00	$ 11,900.00
16	Remove, Salvage and Reinstall Speed Hump.	EA	5.00	$ 1,395.00	$ 6,975.00
17	Install Survey Centerline Tie Monuments and lot line property tag.	EA	1.00	$ 4,000.00	$ 4,000.00
	TOTAL BASE BID				**$ 357,147.19**
	ALTERNATE BID ITEM No. 1				
18	Install 24-Inches Box Bradford Pear Tree Including 90 days Maintenance	EA	17.00	$ 650.00	$ 11,050.00
	ALTERNATE BID PRICE				**$ 11,050.00**
	TOTAL PRICE INCLUDING BASE AND ALTERNATE				**$ 368,197.19**

Sully-Miller Contracting Company **#3**

ITEM	DESCRIPTION	UNIT	QTY	UNIT COST	TOTAL COST
1	Clearing & Grubbing.	LS	1.00	$ 20,152.00	$ 20,152.00
2	Place Compacted Selected Fill	CY	50.00	$ 30.00	$ 1,500.00
3	Earthwork, Roadway, Excavation & Fill.	LS	1.00	$ 2,500.00	$ 2,500.00
4	Cold Mill Variable Thickness 1.0 Inches to 2.0 Inches.	SF	134,201.00	$ 0.20	$ 26,840.20
5	Construct 1.0 Inches to 2.0 Inches thick ARHM-GG-C Overlay	TONS	2,000.00	$ 93.00	$ 186,000.00
6	Remove 6-Inch existing AC/Native and Construct 4-Inch B PG 64-10 Base Course over 90% Compacted Native.	SF	10,480.00	$ 3.20	$ 33,536.00
7	Construct PCC Curb Ramp per SPPWC Std. Plan 111-3.	EA	2.00	$ 2,200.00	$ 4,400.00
8	Install Detectable Warning Surface Only	EA	26.00	$ 360.00	$ 9,360.00
9	Remove Existing and Install 4-inch thick PCC Sidewalk.	SF	2,674.00	$ 5.70	$ 15,241.80
10	Remove Existing and Construct Variable High (6 inches to 8 inches) PCC Curb and Gutter per SPPWC Std. Plan 120-1.	LF	264.00	$ 32.00	$ 8,448.00
11	Remove Existing and Construct PCC Cross and Longitudinal Gutter Per SPPWC Std Plan 122-2.	SF	300.00	$ 21.00	$ 6,300.00
12	Remove Existing and Construct PCC Driveway Approach per SPPWC Std. Plan 110-2.	SF	2,150.00	$ 9.40	$ 20,210.00
13	Adjust Sewer/Strom Drain Manhole Frame and Cover to Grade per SPPWC Std. Plan 205-1 & 206-1.	EA	14.00	$ 395.00	$ 5,530.00
14	Adjust Water Valve/Gas Valve to Grade	EA	13.00	$ 115.00	$ 1,495.00
15	Install Traffic Striping, Traffic Signal Loops, Pavement Markers and appurtenances.	LS	1.00	$ 9,000.00	$ 9,000.00
16	Remove, Salvage and Reinstall Speed Hump.	EA	5.00	$ 850.00	$ 4,250.00
17	Install Survey Centerline Tie Monuments and lot line property tag.	EA	1.00	$ 5,000.00	$ 5,000.00
	TOTAL BASE BID				**$ 359,763.00**
	ALTERNATE BID ITEM No. 1				
18	Install 24-Inches Box Bradford Pear Tree Including 90 days Maintenance	EA	17.00	$ 600.00	$ 10,200.00
	ALTERNATE BID PRICE				**$ 10,200.00**
	TOTAL PRICE INCLUDING BASE AND ALTERNATE				**$ 369,963.00**

Sequel Contractors, Inc. **#4**

ITEM	DESCRIPTION	UNIT	QTY	UNIT COST	TOTAL COST
1	Clearing & Grubbing.	LS	1.00	$ 17,750.00	$ 17,750.00
2	Place Compacted Selected Fill	CY	50.00	$ 10.00	$ 500.00
3	Earthwork, Roadway, Excavation & Fill.	LS	1.00	$ 2,000.00	$ 2,000.00
4	Cold Mill Variable Thickness 1.0 Inches to 2.0 Inches.	SF	134,201.00	$ 0.25	$ 33,550.25
5	Construct 1.0 Inches to 2.0 Inches thick ARHM-GG-C Overlay	TONS	2,000.00	$ 90.00	$ 180,000.00
6	Remove 6-Inch existing AC/Native and Construct 4-Inch B PG 64-10 Base Course over 90% Compacted Native.	SF	10,480.00	$ 3.75	$ 39,300.00
7	Construct PCC Curb Ramp per SPPWC Std. Plan 111-3.	EA	2.00	$ 2,200.00	$ 4,400.00
8	Install Detectable Warning Surface Only	EA	26.00	$ 400.00	$ 10,400.00
9	Remove Existing and Install 4-inch thick PCC Sidewalk.	SF	2,674.00	$ 7.00	$ 18,718.00
10	Remove Existing and Construct Variable High (6 inches to 8 inches) PCC Curb and Gutter per SPPWC Std. Plan 120-1.	LF	264.00	$ 35.00	$ 9,240.00
11	Remove Existing and Construct PCC Cross and Longitudinal Gutter Per SPPWC Std Plan 122-2.	SF	300.00	$ 12.00	$ 3,600.00
12	Remove Existing and Construct PCC Driveway Approach per SPPWC Std. Plan 110-2.	SF	2,150.00	$ 8.00	$ 17,200.00
13	Adjust Sewer/Strom Drain Manhole Frame and Cover to Grade per SPPWC Std. Plan 205-1 & 206-1.	EA	14.00	$ 500.00	$ 7,000.00
14	Adjust Water Valve/Gas Valve to Grade	EA	13.00	$ 400.00	$ 5,200.00
15	Install Traffic Striping, Traffic Signal Loops, Pavement Markers and appurtenances.	LS	1.00	$ 12,000.00	$ 12,000.00
16	Remove, Salvage and Reinstall Speed Hump.	EA	5.00	$ 700.00	$ 3,500.00
17	Install Survey Centerline Tie Monuments and lot line property tag.	EA	1.00	$ 1,000.00	$ 1,000.00
	TOTAL BASE BID				**$ 365,358.25**
	ALTERNATE BID ITEM No. 1				
18	Install 24-Inches Box Bradford Pear Tree Including 90 days Maintenance	EA	17.00	$ 670.00	$ 11,390.00
	ALTERNATE BID PRICE				**$ 11,390.00**
	TOTAL PRICE INCLUDING BASE AND ALTERNATE				**$ 376,748.25**

Silvia Construction, Inc. **#5**

ITEM	DESCRIPTION	UNIT	QTY	UNIT COST	TOTAL COST
1	Clearing & Grubbing.	LS	1.00	$ 23,000.00	$ 23,000.00
2	Place Compacted Selected Fill	CY	50.00	$ 128.00	$ 6,400.00
3	Earthwork, Roadway, Excavation & Fill.	LS	1.00	$ 6,108.00	$ 6,108.00
4	Cold Mill Variable Thickness 1.0 Inches to 2.0 Inches.	SF	134,201.00	$ 0.19	$ 25,498.19
5	Construct 1.0 Inches to 2.0 Inches thick ARHM-GG-C Overlay	TONS	2,000.00	$ 91.45	$ 182,900.00
6	Remove 6-Inch existing AC/Native and Construct 4-Inch B PG 64-10 Base Course over 90% Compacted Native.	SF	10,480.00	$ 4.30	$ 45,064.00
7	Construct PCC Curb Ramp per SPPWC Std. Plan 111-3.	EA	2.00	$ 2,130.00	$ 4,260.00
8	Install Detectable Warning Surface Only	EA	26.00	$ 338.00	$ 8,788.00
9	Remove Existing and Install 4-inch thick PCC Sidewalk.	SF	2,674.00	$ 5.75	$ 15,375.50
10	Remove Existing and Construct Variable High (6 inches to 8 inches) PCC Curb and Gutter per SPPWC Std. Plan 120-1.	LF	264.00	$ 58.50	$ 15,444.00
11	Remove Existing and Construct PCC Cross and Longitudinal Gutter Per SPPWC Std Plan 122-2.	SF	300.00	$ 16.45	$ 4,935.00
12	Remove Existing and Construct PCC Driveway Approach per SPPWC Std. Plan 110-2.	SF	2,150.00	$ 9.95	$ 21,392.50
13	Adjust Sewer/Strom Drain Manhole Frame and Cover to Grade per SPPWC Std. Plan 205-1 & 206-1.	EA	14.00	$ 310.00	$ 4,340.00
14	Adjust Water Valve/Gas Valve to Grade	EA	13.00	$ 100.00	$ 1,300.00
15	Install Traffic Striping, Traffic Signal Loops, Pavement Markers and appurtenances.	LS	1.00	$ 11,700.00	$ 11,700.00
16	Remove, Salvage and Reinstall Speed Hump.	EA	5.00	$ 690.00	$ 3,450.00
17	Install Survey Centerline Tie Monuments and lot line property tag.	EA	1.00	$ 4,800.00	$ 4,800.00
	TOTAL BASE BID				**$ 384,755.19**
	ALTERNATE BID ITEM No. 1				
18	Install 24-Inches Box Bradford Pear Tree Including 90 days Maintenance	EA	17.00	$ 598.00	$ 10,166.00
	ALTERNATE BID PRICE				**$ 10,166.00**
	TOTAL PRICE INCLUDING BASE AND ALTERNATE				**$ 394,921.19**

Gentry Brothers **#6**

ITEM	DESCRIPTION	UNIT	QTY	UNIT COST	TOTAL COST
1	Clearing & Grubbing.	LS	1.00	$ 18,270.00	$ 18,270.00
2	Place Compacted Selected Fill	CY	50.00	$ 45.60	$ 2,280.00
3	Earthwork, Roadway, Excavation & Fill.	LS	1.00	$ 6,640.00	$ 6,640.00
4	Cold Mill Variable Thickness 1.0 Inches to 2.0 Inches.	SF	134,201.00	$ 0.19	$ 25,498.19
5	Construct 1.0 Inches to 2.0 Inches thick ARHM-GG-C Overlay	TONS	2,000.00	$ 98.00	$ 196,000.00
6	Remove 6-Inch existing AC/Native and Construct 4-Inch B PG 64-10 Base Course over 90% Compacted Native.	SF	10,480.00	$ 4.30	$ 45,064.00
7	Construct PCC Curb Ramp per SPPWC Std. Plan 111-3.	EA	2.00	$ 2,400.00	$ 4,800.00
8	Install Detectable Warning Surface Only	EA	26.00	$ 380.00	$ 9,880.00
9	Remove Existing and Install 4-inch thick PCC Sidewalk.	SF	2,674.00	$ 5.00	$ 13,370.00
10	Remove Existing and Construct Variable High (6 inches to 8 inches) PCC Curb and Gutter per SPPWC Std. Plan 120-1.	LF	264.00	$ 54.00	$ 14,256.00
11	Remove Existing and Construct PCC Cross and Longitudinal Gutter Per SPPWC Std Plan 122-2.	SF	300.00	$ 15.00	$ 4,500.00
12	Remove Existing and Construct PCC Driveway Approach per SPPWC Std. Plan 110-2.	SF	2,150.00	$ 12.00	$ 25,800.00
13	Adjust Sewer/Strom Drain Manhole Frame and Cover to Grade per SPPWC Std. Plan 205-1 & 206-1.	EA	14.00	$ 1,240.00	$ 17,360.00
14	Adjust Water Valve/Gas Valve to Grade	EA	13.00	$ 75.00	$ 975.00
15	Install Traffic Striping, Traffic Signal Loops, Pavement Markers and appurtenances.	LS	1.00	$ 12,660.00	$ 12,660.00
16	Remove, Salvage and Reinstall Speed Hump.	EA	5.00	$ 585.00	$ 2,925.00
17	Install Survey Centerline Tie Monuments and lot line property tag.	EA	1.00	$ 5,250.00	$ 5,250.00
	TOTAL BASE BID				**$ 405,528.19**
	ALTERNATE BID ITEM No. 1				
18	Install 24-Inches Box Bradford Pear Tree Including 90 days Maintenance	EA	17.00	$ 500.00	$ 8,500.00
	ALTERNATE BID PRICE				**$ 8,500.00**
	TOTAL PRICE INCLUDING BASE AND ALTERNATE				**$ 414,028.19**

Excel Pavement #7

ITEM	DESCRIPTION	UNIT	QTY	UNIT COST	TOTAL COST
1	Clearing & Grubbing.	LS	1.00	$ 45,000.00	$ 45,000.00
2	Place Compacted Selected Fill	CY	50.00	$ 20.00	$ 1,000.00
3	Earthwork, Roadway, Excavation & Fill.	LS	1.00	$ 45,000.00	$ 45,000.00
4	Cold Mill Variable Thickness 1.0 Inches to 2.0 Inches.	SF	134,201.00	$ 0.20	$ 26,840.20
5	Construct 1.0 Inches to 2.0 Inches thick ARHM-GG-C Overlay	TONS	2,000.00	$ 88.00	$ 176,000.00
6	Remove 6-Inch existing AC/Native and Construct 4-Inch B PG 64-10 Base Course over 90% Compacted Native.	SF	10,480.00	$ 3.50	$ 36,680.00
7	Construct PCC Curb Ramp per SPPWC Std. Plan 111-3.	EA	2.00	$ 1,800.00	$ 3,600.00
8	Install Detectable Warning Surface Only	EA	26.00	$ 300.00	$ 7,800.00
9	Remove Existing and Install 4-inch thick PCC Sidewalk.	SF	2,674.00	$ 6.00	$ 16,044.00
10	Remove Existing and Construct Variable High (6 inches to 8 inches) PCC Curb and Gutter per SPPWC Std. Plan 120-1.	LF	264.00	$ 45.00	$ 11,880.00
11	Remove Existing and Construct PCC Cross and Longitudinal Gutter Per SPPWC Std Plan 122-2.	SF	300.00	$ 12.00	$ 3,600.00
12	Remove Existing and Construct PCC Driveway Approach per SPPWC Std. Plan 110-2.	SF	2,150.00	$ 6.00	$ 12,900.00
13	Adjust Sewer/Strom Drain Manhole Frame and Cover to Grade per SPPWC Std. Plan 205-1 & 206-1.	EA	14.00	$ 400.00	$ 5,600.00
14	Adjust Water Valve/Gas Valve to Grade	EA	13.00	$ 25.00	$ 325.00
15	Install Traffic Striping, Traffic Signal Loops, Pavement Markers and appurtenances.	LS	1.00	$ 8,500.00	$ 8,500.00
16	Remove, Salvage and Reinstall Speed Hump.	EA	5.00	$ 2,500.00	$ 12,500.00
17	Install Survey Centerline Tie Monuments and lot line property tag.	EA	1.00	$ 1,000.00	$ 1,000.00
	TOTAL BASE BID				**$ 414,269.20**
	ALTERNATE BID ITEM No. 1				
18	Install 24-Inches Box Bradford Pear Tree Including 90 days Maintenance	EA	17.00	$ 500.00	$ 8,500.00
	ALTERNATE BID PRICE				**$ 8,500.00**
	TOTAL PRICE INCLUDING BASE AND ALTERNATE				**$ 422,769.20**

RESOLUTION NO. 2011-40

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BELL, CALIFORNIA, APPROVING APPROPRIATIONS FOR THE USE OF PROPOSITION 1B FUNDING AND ADOPTING THE APPROPRIATIONS AS BUDGET AMENDMENTS FOR THE FISCAL YEAR 2011-2012

WHEREAS, during the 2007-2008 legislative session, the State of California approved Senate Bills 78 and 88 (Chapter 172 (the "2007 Budget Bill") and 181 (the "2007 Trailer Bill") respectively); and

WHEREAS, the 2007 Budget Bill included a $600 million appropriation for support of the Local Streets and Road Improvement, Congestion Relief and Traffic Safety Account of 2006 and the Highway Safety, Traffic Reduction, Air Quality, and Port Security Fund of 2006, created by voters during the 2006 election as part of the Proposition 1B Transportation Bond; and

WHEREAS, the 2007 Trailer Bill, included an additional appropriation of $350 million from the Local Street and Road Improvement, Congestion Relief, and Traffic Safety Account created by Proposition 1B, for allocation to cities and counties as an augmentation to funds appropriated from that account by the Budget Bill; and

WHEREAS, the City submitted a list of proposed Proposition 1B projects; and

WHEREAS, the City of Bell received a one-time allocation equal to $626,590 from Proposition 1B funding; and

WHEREAS, for purposes of Proposition 1B compliance, the City desires these projects to be included in the City's budget, adopted by the City Council at a regular public meeting; and

WHEREAS, the City adopted the Fiscal Year 2011-2012 "Bridge" Budget on August 24, 2011; and

WHEREAS, it is necessary to amend the City's FY 2011-2012 Budget to add the following Proposition 1B projects and the anticipated costs as an attachment thereto: Randolph Street (Otis - Atlantic); Woodward Avenue (Gage - Randolph); Otis Avenues (Florence - Bell); and Weik (Otis - Corona); and

WHEREAS, the foregoing Proposition 1B projects, and each of them will be completed no later than the end of the FY 2011-2012 budget year; and

WHEREAS, the estimated life of these improvements is 20 Years.

NOW, THEREFORE, IT IS HEREBY RESOLVED, by the City Council of the City of Bell, California, that Proposition 1B funds are hereby appropriated for the following street rehabilitation projects and that said appropriations constitute budget amendments to the FY 2011-2012 budget as follows:

1. Randolph Street (Otis - Atlantic) 04-525-3737-0926 - $127,866.
2. Woodward Avenue (Gage - Randolph) 04-525-3737-0928 - $69,274.
3. Otis Avenues (Florence - Bell) 04-525-3737-0888 - $117,545.
4. Weik Ave. (Otis - Corona) - 04-525-3737-0929 - $86,905

ADOPTED AND APPROVED this 28th day of September 2011.

Ali Saleh, Mayor

ATTEST:

Rebecca Valdez, CMC, City Clerk

I, Rebecca Valdez, City Clerk of the City of Bell, California, certify that the foregoing Resolution No. 2011-xx was adopted by the City Council of the City of Bell at a regular meeting of the City Council on September 28th, 2011, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Rebecca Valdez, CMC, City Clerk

CITY OF BELL

CONTRACT SERVICES AGREEMENT FOR

_____ SERVICES

THIS CONTRACT SERVICES AGREEMENT (herein "Agreement") is made and entered into this _____ day of _____, 2011, by and between the CITY OF BELL, a California municipal corporation herein ("City") and _____ (herein "Contractor").

NOW, THEREFORE, the parties hereto agree as follows:

1. SERVICES OF CONTRACTOR

1.1 Scope of Services. In compliance with all of the terms and conditions of this Agreement, the Contractor shall perform the work or services set forth in the "Scope of Services" attached hereto as Exhibit "A" and incorporated herein by reference. Contractor warrants that it has the experience and ability to perform all work and services required hereunder and that it shall diligently perform such work and services in a professional and satisfactory manner.

1.2 Compliance With Law. All work and services rendered hereunder shall be provided in accordance with all ordinances, resolutions, statutes, rules, and regulations of the City and any Federal, State or local governmental agency of competent jurisdiction.

1.3 Licenses, Permits, Fees and Assessments. Contractor shall obtain at its sole cost and expense such licenses, permits, and approvals as may be required by law for the performance of the services required by the Agreement.

1.4 Warranty. The Contractor shall adopt reasonable methods during the life of the Agreement to furnish continuous protection to the work, and the equipment, materials, papers, documents, plans, studies and/or other components thereof to prevent losses or damages, and shall be responsible for all such damages, to persons or property, until acceptance of the work by City, except such losses or damages as may be caused by City's own negligence. Contractor warrants all work under the Agreement to be of good quality and free from any defective or faulty material and workmanship. Contractor agrees that for a period of one year (or the period of time specified elsewhere in the Agreement or in any guarantee or warranty provided by any manufacturer or supplier of equipment or materials incorporated into the work, whichever is later) after the date of final acceptance, Contractor shall within ten (10) days after being notified in writing by the City of any defect in the work or nonconformance of the work to the Agreement, commence and prosecute with due diligence all work necessary to fulfill the terms of the warranty at his sole cost and expense. The 1-year warranty may be waived in Exhibit "A" if the services hereunder do not include construction of any improvements or the supplying of equipment or materials.

2. COMPENSATION

2.1 Contract Sum. For the services rendered pursuant to this Agreement, Contractor shall be compensated in accordance with the "Schedule of Compensation" attached hereto as Exhibit "B" and incorporated herein by this reference, but not exceeding the maximum contract amount of _____Dollars ($___,____) ("Contract Sum").

2.2 Invoices. Each month Contractor shall furnish to City an original invoice for all work performed and expenses incurred during the preceding month in a form approved by City's Director of Finance. The invoice shall detail charges for all necessary and actual expenses by the following categories: labor (by sub-category), travel, materials, equipment, supplies, and sub-contractor contracts. Sub-contractor charges shall also be detailed by such categories.

City shall independently review each invoice submitted by the Contractor to determine whether the work performed and expenses incurred are in compliance with the provisions of this Agreement. Except as to any charges for work performed or expenses incurred by Contractor which are disputed by City. City will use its best efforts to cause Contractor to be paid within forty-five (45) days of receipt of Contractor's correct and undisputed invoice. In the event any charges or expenses are disputed by City, the original invoice shall be returned by City to Contractor for correction and resubmission.

2.3 Additional Services. City shall have the right at any time during the performance of the services, without invalidating this Agreement, to order extra work beyond that specified in the Scope of Services or make changes by altering, adding to or deducting from said work. No such extra work may be undertaken unless a written order is first given by the Contract Officer to the Contractor, incorporating therein any adjustment in (i) the Contract Sum, and/or (ii) the time to perform this Agreement, which said adjustments are subject to the written approval of the Contractor. Any increase in compensation of up to ten percent (10%) of the Contract Sum but not exceeding a total contract amount of $ _____ or in the time to perform of up to one hundred eighty (180) days may be approved by the Contract Officer. Any greater increases, taken either separately or cumulatively must be approved by the City.

2.4 Prevailing Wages. Contractor is aware of the requirements of California Labor Code Section 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8, Section 1600, et seq., ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on "Public Works" and "Maintenance" projects. If the Services are being performed as part of an applicable "Public Works" or "Maintenance" project, as defined by the Prevailing Wage Laws, and if the total compensation is $1,000 or more, Contractor agrees to fully comply with such Prevailing Wage Laws. Contractor shall determine the applicable prevailing rates and make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to execute the Services available to interested parties upon request, and shall post copies at the Contractor's principal place of business and at the project site. Contractor shall defend, indemnify and hold the City, its elected officials, officers, employees and agents free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws. The provisions of this Section may be waived in Exhibit "A" if inapplicable to the serves provided hereunder.

3. PERFORMANCE SCHEDULE

3.1 Time of Essence. Time is of the essence in the performance of this Agreement.

3.2 Schedule of Performance. Contractor shall commence the services pursuant to this Agreement upon receipt of a written notice to proceed and shall perform all services within the time period(s) established in the "Schedule of Performance" attached hereto as Exhibit "C" and incorporated herein by this reference. When requested by the Contractor, extensions to the time period(s) specified in the Schedule of Performance may be approved in writing by the Contract Officer but not exceeding thirty (30) days cumulatively.

3.3 Force Majeure. The time period(s) specified in the Schedule of Performance for performance of the services rendered pursuant to this Agreement shall be extended because of any delays due to unforeseeable causes beyond the control and without the fault or negligence of the Contractor, including, but not restricted to, acts of God or of the public enemy, unusually severe weather, fires, earthquakes, floods, epidemics, quarantine restrictions, riots, strikes, freight embargoes, wars, litigation, and/or acts of any governmental agency, including the Agency, if the Contractor shall within ten (10) days of the commencement of such delay notify the Contract Officer in writing of the causes of the delay. The Contract Officer shall ascertain the facts and the extent of delay, and extend the time for performing the services for the period of the enforced delay when and if in the judgment of the Contract Officer such delay is justified. The Contract Officer's determination shall be final and conclusive upon the parties to this Agreement. In no event shall Contractor be entitled to recover damages against the City for any delay in the performance of this Agreement, however caused, Contractor's sole remedy being extension of the Agreement pursuant to this Section.

3.4 Inspection and Final Acceptance. City may inspect and accept or reject any of Contractor's work under this Agreement, either during performance or when completed. City shall reject or finally accept Contractor's work within forty five (45) days after submitted to City. City shall accept work by a timely written acceptance, otherwise work shall be deemed to have been rejected. City's acceptance shall be conclusive as to such work except with respect to latent defects, fraud and such gross mistakes as amount to fraud. Acceptance of any work by City shall not constitute a waiver of any of the provisions of this Agreement including, but not limited to, Article 5, pertaining to indemnification and insurance, respectively.

3.5 Term. Unless earlier terminated in accordance with Article 7 of this Agreement, this Agreement shall continue in full force and effect until completion of the services but not exceeding Sixty (60) days from the date hereof, except as otherwise provided in the Schedule of Performance (Exhibit "C").

4. COORDINATION OF WORK

4.1 Representative of Contractor. _____ is hereby designated as being the representative of Contractor authorized to act in its behalf with respect to the work and services specified herein and make all decisions in connection therewith. All personnel of Contractor and any authorized agents shall be under the exclusive direction of the representative of Contractor. Contractor shall make every reasonable effort to maintain the stability and continuity of Contractor's staff and subcontractors, and shall keep City informed of any changes.

4.2 Contract Officer. Arne Croce is hereby designated as being the representative the City authorized to act in its behalf with respect to the work and services specified herein and to make all decisions in connection therewith ("Contract Officer"). The Chief Administrative Officer of City shall have the right to designate another Contract Officer by providing written notice to Contractor.

4.3 Prohibition Against Subcontracting or Assignment. Contractor shall not contract with any entity to perform in whole or in part the work or services required hereunder without the express written approval of the City. Neither this Agreement nor any interest herein may be assigned or transferred, voluntarily or by operation of law, without the prior written approval of City. Any such prohibited assignment or transfer shall be void.

4.4 Independent Contractor. Neither the City nor any of its employees shall have any control over the manner, mode or means by which Contractor, its agents or employees, perform the services required herein, except as otherwise set forth. Contractor shall perform all services required herein as an independent contractor of City with only such obligations as are consistent with that role. Contractor shall not at any time or in any manner represent that it or any of its agents or employees are agents or employees of City, or that it is a member of a joint enterprise with City.

5. INSURANCE AND INDEMNIFICATION

5.1 Insurance Coverages. The Contractor shall procure and maintain, at its sole cost and expense, in a form and content satisfactory to City, during the entire term of this Agreement including any extension thereof, the following policies of insurance which shall cover all elected and appointed officers, employees and agents of City:

(a) Comprehensive General Liability Insurance (Occurrence Form CG0001 or equivalent). A policy of comprehensive general liability insurance written on a per occurrence basis for bodily injury, personal injury and property damage. The policy of insurance shall be in an amount not less than $1,000,000.00 per occurrence or if a general aggregate limit is used, either the general aggregate limit shall apply separately to this contract/location, or the general aggregate limit shall be twice the occurrence limit.

(b) Worker's Compensation Insurance. A policy of worker's compensation insurance in such amount as will fully comply with the laws of the State of California and which shall indemnify, insure and provide legal defense for both the Contractor and the City against any loss, claim or damage arising from any injuries or occupational diseases occurring to any

worker employed by or any persons retained by the Contractor in the course of carrying out the work or services contemplated in this Agreement.

(c) Automotive Insurance (Form CA 0001 (Ed 1/87) including "any auto" and endorsement CA 0025 or equivalent). A policy of comprehensive automobile liability insurance written on a per occurrence for bodily injury and property damage in an amount not less than either (i) bodily injury liability limits of $100,000 per person and $300,000 per occurrence and property damage liability limits of $150,000 per occurrence or (ii) combined single limit liability of $1,000,000. Said policy shall include coverage for owned, non-owned, leased and hired cars.

All of the above policies of insurance shall be primary insurance and shall name the City, its elected and appointed officers, employees and agents as additional insureds and any insurance maintained by City or its officers, employees or agents shall apply in excess of, and not contribute with Contractor's insurance. The insurer is deemed hereof to waive all rights of subrogation and contribution it may have against the City, its officers, employees and agents and their respective insurers. All of said policies of insurance shall provide that said insurance may not be amended or cancelled by the insurer or any party hereto without providing thirty (30) days prior written notice by certified mail return receipt requested to the City. In the event any of said policies of insurance are cancelled, the Contractor shall, prior to the cancellation date, submit new evidence of insurance in conformance with this Section 5.1 to the Contract Officer. No work or services under this Agreement shall commence until the Contractor has provided the City with Certificates of Insurance or appropriate insurance binders evidencing the above insurance coverages and said Certificates of Insurance or binders are approved by the City

The insurance required by this Agreement shall be satisfactory only if issued by companies qualified to do business in California, rated "A" or better in the most recent edition of Best Rating Guide, The Key Rating Guide or in the Federal Register, and only if they are of a financial category Class VII or better, unless such requirements are waived by the City's Interim Chief Administrative Officer or other designee of the City due to unique circumstances.

5.2 Indemnification. To the full extent provided by law, Contractor agrees to indemnify, defend and hold harmless the City, its officers, employees and agents against, any and all actions, suits, claims, damages to persons or property, losses, costs, penalties, obligations, errors, omissions or liabilities, including paying any legal costs, attorneys fees, or paying any judgment (herein "claims or liabilities") that may be asserted or claimed by any person, firm or entity arising out of or in connection with the negligent performance of the work or services of Contractor, its officers, agents, employees, agents, subcontractors, or invitees, provided for herein ("indemnitors"), or arising from Contractor's indemnitors' negligent performance of or failure to perform any term, provision, covenant, or condition of this Agreement, except claims or liabilities to the extent caused by the negligence or willful misconduct of the City indemnitees.

5.3 General Insurance Requirements. All of the above policies of insurance shall be primary insurance and shall name the City, its elected and appointed officers, employees and agents as additional insureds and any insurance maintained by City or its officers, employees or agents shall apply in excess of, and not contribute with Contractor's insurance. The insurer is deemed hereof to waive all rights of subrogation and contribution it may have against the City, its officers, employees and agents and their respective insurers. All of said policies of insurance shall provide that said insurance may not be amended or cancelled by the

insurer or any party hereto without providing thirty (30) days prior written notice by certified mail return receipt requested to the City. In the event any of said policies of insurance are cancelled, the Contractor shall, prior to the cancellation date, submit new evidence of insurance in conformance with Section 5.1 to the Contract Officer. No work or services under this Agreement shall commence until the Contractor has provided the City with Certificates of Insurance or appropriate insurance binders evidencing the above insurance coverages and said Certificates of Insurance or binders are approved by the City. City reserves the right to inspect complete, certified copies of all required insurance policies at any time. Any failure to comply with the reporting or other provisions of the policies including breaches or warranties shall not affect coverage provided to City.

6. RECORDS, REPORTS, AND RELEASE OF INFORMATION

6.1 Records. Contractor shall keep, and require subcontractors to keep, such ledgers books of accounts, invoices, vouchers, canceled checks, reports, studies or other documents relating to the disbursements charged to City and services performed hereunder (the "books and records"), as shall be necessary to perform the services required by this Agreement and enable the Contract Officer to evaluate the performance of such services and shall keep such records for a period of three years following completion of the services hereunder. The Contract Officer shall have full and free access to such books and records at all times during normal business hours of City, including the right to inspect, copy, audit and make records and transcripts from such records.

6.2 Reports. Contractor shall periodically prepare and submit to the Contract Officer such reports concerning the performance of the services required by this Agreement or as the Contract Officer shall require.

7. ENFORCEMENT OF AGREEMENT AND TERMINATION

7.1 California Law. This Agreement shall be interpreted, construed and governed both as to validity and to performance of the parties in accordance with the laws of the State of California. Legal actions concerning any dispute, claim or matter arising out of or in relation to this Agreement shall be instituted in the Superior Court of the County of Los Angeles, State of California.

7.2 Disputes; Default. In the event that Contractor is in default under the terms of this Agreement, the City shall not have any obligation or duty to continue compensating Contractor for any work performed after the date of default. Instead, the City may give notice to Contractor of the default and the reasons for the default. The notice shall include the timeframe in which Contractor may cure the default. This timeframe is presumptively thirty (30) days, but may be extended, if circumstances warrant. During the period of time that Contractor is in default, the City shall hold all invoices and shall, when the default is cured, proceed with payment on the invoices. If Contractor does not cure the default, the City may take necessary steps to terminate this Agreement under this Article.

7.3 Legal Action. In addition to any other rights or remedies, either party may take legal action, in law or in equity, to cure, correct or remedy any default, to recover damages for any default, to compel specific performance of this Agreement, to obtain declaratory or injunctive relief, or to obtain any other remedy consistent with the purposes of this

Agreement. Except with respect to rights and remedies expressly declared to be exclusive in this Agreement, the rights and remedies of the parties are cumulative and the exercise by either party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default or any other default by the other party.

7.4 Termination Prior to Expiration of Term. This Section shall govern any termination of this Contract except as specifically provided in the following Section for termination for cause. The City reserves the right to terminate this Contract at any time, with or without cause, upon thirty (30) days' written notice to Contractor, except that where termination is due to the fault of the Contractor, the period of notice may be such shorter time as may be determined by the Contract Officer. In addition, the Contractor reserves the right to terminate this Contract at any time, with or without cause, upon sixty (60) days' written notice to Agency, except that where termination is due to the fault of the Agency, the period of notice may be such shorter time as the Contractor may determine. Upon receipt of any notice of termination, Contractor shall immediately cease all services hereunder except such as may be specifically approved by the Contract Officer. Except where the Contractor has initiated termination, the Contractor shall be entitled to compensation for all services rendered prior to the effective date of the notice of termination and for any services authorized by the Contract Officer thereafter in accordance with the Schedule of Compensation or such as may be approved by the Contract Officer. In the event the Contractor has initiated termination, the Contractor shall be entitled to compensation only for the reasonable value of the work product actually produced hereunder, but not exceeding the compensation provided therefore in the Schedule of Compensation Exhibit "B". In the event of termination without cause pursuant to this Section, the terminating party need not provide the non-terminating party with the opportunity to cure pursuant to Section 7.2.

7.5 Termination for Default of Contractor. If termination is due to the failure of the Contractor to fulfill its obligations under this Agreement, City may, after compliance with the provisions of Section 7.2, take over the work and prosecute the same to completion by contract or otherwise, and the Contractor shall be liable to the extent that the total cost for completion of the services required hereunder exceeds the compensation herein stipulated (provided that the City shall use reasonable efforts to mitigate such damages), and City may withhold any payments to the Contractor for the purpose of set-off or partial payment of the amounts owed the City as previously stated.

8. MISCELLANEOUS

8.1 Covenant Against Discrimination. Contractor covenants that, by and for itself, its heirs, executors, assigns and all persons claiming under or through them, that there shall be no discrimination against or segregation of, any person or group of persons on account of race, color creed, religion, sex, marital status, national origin, or ancestry in the performance of this Agreement. Contractor shall take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color creed, religion, sex, marital status, national origin, or ancestry.

8.2 Non-liability of City Officers and Employees. No officer or employee of the City shall be personally liable to the Contractor, or any successor in interest, in the event of any default or breach by the City or for any amount, which may become due to the Contractor or to its successor, or for breach of any obligation of the terms of this Agreement.

8.3 Notice. Any notice, demand, request, document, consent, approval, or communication either party desires or is required to give to the other party or any other shall be in writing and either served personally or sent by prepaid, first-class mail, in the case of the City, to the Chief Administrative Officer and to the attention of the Contract Officer, at City of Bell City Hall, 6330 Pine Avenue, Bell, California 90201 and in the case of the Contractor, to the person at the address designated on the execution page of this Agreement.

8.4 Integration; Amendment. It is understood that there are no oral agreements between the parties hereto affecting this Agreement and this Agreement supersedes and cancels any and all previous negotiations, arrangements, agreements and understandings, if any, between the parties, and none shall be used to interpret this Agreement. This Agreement may be amended at any time by the mutual consent of the parties by an instrument in writing.

8.5 Severability. In the event that part of this Agreement shall be declared invalid or unenforceable by a valid judgment or decree of a court of competent jurisdiction, such invalidity or unenforceability shall not affect any of the remaining portions of this Agreement which are hereby declared as severable and shall be interpreted to carry out the intent of the parties hereunder unless the invalid provision is so material that its invalidity deprives either party of the basic benefit of their bargain or renders this Agreement meaningless.

8.6 Waiver. No delay or omission in the exercise of any right or remedy by non-defaulting party on any default shall impair such right or remedy or be construed as a waiver. A party's consent to or approval of any act by the other party requiring the party's consent or approval shall not be deemed to waive or render unnecessary the other party's consent to or approval of any subsequent act. Any waiver by either party of any default must be in writing and shall not be a waiver of any other default concerning the same or any other provision of this Agreement.

8.7 Attorneys' Fees. If either party to this Agreement is required to initiate or defend or made a party to any action or proceeding in any way connected with this Agreement, the prevailing party in such action or proceeding, in addition to any other relief which any be granted, whether legal or equitable, shall be entitled to reasonable attorney's fees, whether or not the matter proceeds to judgment.

8.8 Corporate Authority. The persons executing this Agreement on behalf of the parties hereto warrant that (i) such party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Agreement on behalf of said party, (iii) by so executing this Agreement, such party is formally bound to the provisions of this Agreement, and (iv) the entering into this Agreement does not violate any provision of any other Agreement to which said party is bound.

[Signatures on the following page.]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date and year first-above written.

CITY:

CITY OF BELL, a municipal corporation

_____
Interim Chief Administrative Officer

ATTEST:

_____
City Clerk

APPROVED AS TO FORM:
ALESHIRE & WYNDER, LLP

_____
David J. Aleshire, City Attorney

CONTRACTOR:

_____

By:_____
Name:
Title:

By:_____
Name:
Title:

Address:_____
_____
_____

Two signatures are required if a corporation

NOTE: CONTRACTOR'S SIGNATURES SHALL BE DULY NOTARIZED, AND APPROPRIATE ATTESTATIONS SHALL BE INCLUDED AS MAY BE REQUIRED BY THE BYLAWS, ARTICLES OF INCORPORATION, OR OTHER RULES OR REGULATIONS APPLICABLE TO CONTRACTOR'S BUSINESS ENTITY.

[END OF SIGNATURES]

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

On _____, 2011 before me, _____, personally appeared _____, proved to me on the basis of satisfactory evidence to be the person(s) whose names(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature: _____

OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form

CAPACITY CLAIMED BY SIGNER

☐ INDIVIDUAL
☐ CORPORATE OFFICER

_____
TITLE(S)

☐ PARTNER(S) ☐ LIMITED
☐ GENERAL

☐ ATTORNEY-IN-FACT
☐ TRUSTEE(S)
☐ GUARDIAN/CONSERVATOR
☐ OTHER_____

_____

SIGNER IS REPRESENTING:
(NAME OF PERSON(S) OR ENTITY(IES))

_____

_____

DESCRIPTION OF ATTACHED DOCUMENT

_____
TITLE OR TYPE OF DOCUMENT

_____
NUMBER OF PAGES

_____
DATE OF DOCUMENT

_____
SIGNER(S) OTHER THAN NAMED ABOVE

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

STATE OF CALIFORNIA

COUNTY OF

On _____, ____ before me, _____, personally appeared _____, proved to me on the basis of satisfactory evidence to be the person(s) whose names(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature: _____

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☐ INDIVIDUAL
☐ CORPORATE OFFICER

_____
TITLE(S)

☐ PARTNER(S) ☐ LIMITED ☐ GENERAL
☐ ATTORNEY-IN-FACT
☐ TRUSTEE(S)
☐ GUARDIAN/CONSERVATOR
☐ OTHER_____

_____

SIGNER IS REPRESENTING:
(NAME OF PERSON(S) OR ENTITY(IES))

_____

_____

DESCRIPTION OF ATTACHED DOCUMENT

_____
TITLE OR TYPE OF DOCUMENT

_____
NUMBER OF PAGES

_____
DATE OF DOCUMENT

_____
SIGNER(S) OTHER THAN NAMED ABOVE

EXHIBIT "A"
SCOPE OF SERVICES

I. Contractor will perform the following Services:

A.

B.

C.

II. As part of the Services, Contractor will prepare and deliver the following tangible work products to the City:

A.

B.

C.

III. In addition to the requirements of Section 6.2, during performance of the Services, Contractor will keep the City appraised of the status of performance by delivering the following status reports:

A.

B.

C.

IV. All work product is subject to review and acceptance by the City, and must be revised by the Contractor without additional charge to the City until found satisfactory and accepted by City.

V. Contractor will utilize the following personnel to accomplish the Services:

A.
B.
C.

VI. The following provisions of the Agreement are revised as shown below.

A.
B.
C.

EXHIBIT "B"

SCHEDLE OF COMPENSATION

I. Contractor shall perform the following tasks:

		RATE	TIME	SUB-BUDGET
A.	**Task A**	_____	_____	_____
B.	**Task B**	_____	_____	_____
C.	**Task C**	_____	_____	_____
D.	**Task D**	_____	_____	_____
E.	**Task E**	_____	_____	_____

II. A retention of ten percent (10%) shall be held from each payment as a contract retention to be paid as a part of the final payment upon satisfactory completion of services.

III. Within the budgeted amounts for each Task, and with the approval of the Contract Officer, funds may be shifted from one Task subbudget to another so long as the Contract Sum is not exceeded per Section 2.1, unless Additional Services are approved per Section 2.3.

VI. The City will compensate Contractor for the Services performed upon submission of a valid invoice. Each invoice is to include:

A. Line items for all personnel describing the work performed, the number of hours worked, and the hourly rate.

B. Line items for all materials and equipment properly charged to the Services.

C. Line items for all other approved reimbursable expenses claimed, with supporting documentation.

D. Line items for all approved subcontractor labor, supplies, equipment, materials, and travel properly charged to the Services.

V. The total compensation for the Services shall not exceed $___,000, as provided in Section 2.1 of this Agreement.

VI. The Contractor's billing rates for all personnel are attached as Exhibit B-1.

EXHIBIT "C"
SCHEDULE OF PERFORMANCE

I. Contractor shall perform all services timely in accordance with the following schedule:

		Days to Perform	Deadline Date
A.	Task A	_____	_____
B.	Task B	_____	_____
C.	Task C	_____	_____
D.	Task D	_____	_____
E.	Task E	_____	_____

II. Contractor shall deliver the following tangible work products to the City by the following dates.

A.

B.

C.

D.

E.

III. The Contract Officer may approve extensions for performance of the services in accordance with Section 3.2.

Council Agenda Report

DATE: September 28, 2011

TO: City Council

FROM: Arne Croce, Interim City Administrative Officer
Bill Statler, Bond Work-Out Team

SUBECT: GENERAL OBLIGATION BOND WORK-OUT PLAN:
FINANCIAL ADVISOR SELECTION

RECOMMENDATION

Award the contract for financial advisor services for the General Obligation Bond work-out plan to Kellig Northcross & Nobriga and authorize the Mayor to execute the Agreement.

DISCUSSION

Background

At its August 24, 2011 meeting, the Council was presented with an overview of the City's eight outstanding bond issues. While each one has its own unique challenges, the most pressing at the time was the general obligation (G.O.) bond issue. In 2003, City voters approved a G.O. bond issuance of $70 million. Of this amount, $50 million in G.O. bonds has been issued to-date: $15 million in 2004 and an additional $35 million in 2007. There is approximately $20 million remaining in unspent bond proceeds.

The challenge facing the City is that while the current property tax levy is $2.1 million, annual debt service payments will be $3.5 million in 2012-13. To avoid the tax increase that would be required under the bond terms to fund this level of debt service, the Council was presented with the strategy of not pursuing further projects with the remaining proceeds, but instead, to use the $20 million in unspent funds to reduce the principal outstanding. This would reduce annual debt service requirements, with the goal of mitigating the need for any future tax levy increases.

To further evaluate the feasibility of this strategy and better identify possible savings, the Council directed staff return to with a work-out plan within a 60-day window with the goal of lower debt service payments in 2012-13 and related reduction in the tax levy that would otherwise be required. Bill Statler was retained by the interim CAO at a fixed fee of $4,750 to be the manager the workout process. Mr. Statler is the former Director of Finance & Information in San Luis Obispo. He has expertise in coordinating this type of project. He is also familiar with the City's G.O. bond issue, having volunteered his service as part of the Bond Focus Group convened in August 2011.

AGENDA ITEM NO. ____

As discussed with the Council on August 24, in additon to the overall project management that will be provided by Mr. Statler, the City will need the specific expertise of a Financial Advisor in the development of the workout plan.

Financial Advisor Workscope

Financial advisor services are needed to prepare a detailed analysis of the structural options available in reducing the outstanding amount of bonds and projected debt service. As set forth in the request for proposals (RFP) sent to prospective firms, the workscope includes:

- Review the documentation related to the City's G.O. bonds.
- Identify and evaluate financing options.
- Provide the quantitative analysis related to the financing options.
- Participate in discussions, as appropriate, with the various parties to each transaction and others, including banks or other lenders, bond Insurance providers, attorneys, underwriting firms, bondholders, among others.
- Help develop reports and presentations and participate in discussions with the City's governing bodies and senior management, as appropriate.
- Participate in other tasks and discussions as may be requested or prudent to accomplish the goal of developing an effective work-out plan.

Stated simply, the goal of the work-out plan is to reduce the outstanding debt by the amount of the remaining proceeds (approximately $20 million), and thus reduce by a commensurate amount annual debt service payments and related tax levies, to amount that will be equal to or less than the current approved levy of $2.1 million. Accordingly, the "work-out" analysis will need to address:

- The financing vehicle that will best achieve this goal.
- Based on the current municipal bond market, the resulting savings from defeasing $20 million in remaining proceeds (or other debt reduction vehicle).
- The action steps required to implement the recommended plan and related schedule.

As reflected in the tasks above, it important to note that the workscope does not include financial advisor services that might be required in any follow-up financing or implementation plan: if needed, that will be a subsequent and distinctly separate selection process.

Additionally, it is important to stress that there is no intent to retain any portion of the remaining proceeds for future projects: the goal is to achieve maximum annual debt service reductions and thus reduce related property tax levies.

Selection Process

The RFP was initially sent to three firms:

- C.M.de Crinis & Company (CMdC)
- Montague DeRose & Associates (MDA)
- Harrell & Company Advisors

Proposals CMdC and MDA were received by the closing date of September 6, 2011. Both firms proposed that compensation be based on "time and materials," with similar hourly billing rates. However, CMdC proposed a maximum fee of $10,000, whereas MDA estimated that fees would be about $20,000, but with no "cap" on their fees.

On one hand, the level of uncertainty regarding the workscope is understandable. On the other hand, due to the significant difference in proposed compensation, the closing date was extended to September 21, 2011, and proposals were requested from two additional firms with deep experience in the municipal bond market and excellent reputations:

- Public Financial Management (PFM)
- Kellig Northcross & Nobriga (KNN)

Both firms submitted proposals by the closing date. During the course of the selection process, MDA withdrew their proposal from consideration. This left three proposals for the City's evaluation: CMdC, PFM and KNN.

Proposal Evaluation

The three proposals were evaluated based on the following criteria:

- Understanding of the work required by the City.
- Quality, clarity and responsiveness of the proposal.
- Demonstrated competence and professional qualifications necessary for successfully performing the work required by the City.
- Recent experience in successfully performing similar services.
- Proposed approach in completing the work.
- References.
- Background and related experience of the specific individuals to be assigned to this project.
- Proposed compensation.

As reflected above, firm selection should not be based solely on price, but on a combination of factors that will provide the City with the best overall value.

Proposal Overview

All three proposals were technically solid, from experienced firms and competitively priced. The following summarizes the proposed compensation:

Firm	Proposed Compensation
• C.M.de Crinis & Company (CMdC)	Time and materials, not to exceed $10,000
• Kellig Northcross & Nobriga (KNN)	Time and materials, not to exceed $15,000
• Public Financial Management (PFM)	Time and materials, not to exceed $17,500

Compensation in all three of the proposals is based on time and materials, with "not to exceed" maximums. This compares with MDA's subsequently-withdrawn proposal of time and materials, but only with an estimate of $20,000 and no "not to exceed" maximum.

While all three proposals met the content requirements, the PFM and KNN proposals are very comprehensive and surface preliminary options in some detail. While the "not to exceed" maximum of CMdC's proposal is the lowest of the three proposals, the KNN proposal is potentially less expensive: KNN believes that based on the work they have already done in preparing their proposal, it is possible that finalizing their analysis may only cost $5,000 (depending on other options or constraints that may arise as they complete the analysis).

When compared with three key evaluation criteria – 1) understanding of the work required by the City, 2) approach to the work and 3) proposal quality – the KNN and PFM proposals are stronger than the one from CMdC.

Between the KNN and PFM proposals, we believe that the one from KNN has a slight edge over the one from PFM: while the PFM proposal also provides an excellent description of the problem and alternative solutions, the one from KNN took this a step further and prepared detailed analyses for each of the options they surfaced. (This is one of the reasons they believe that finishing-up the work might only cost $5,000; moreover, depending on the option, they believe that their fees for implementation might only be an added $3,000)

Lastly, while modest, the KNN maximum fee is slightly less than the one proposed by PFM ($15,000 compared with 17,500).

In summary, all three proposals were from experienced firms, responsive to the City's RFP and competitively priced. Based on their more detailed proposal and quantitative analysis of options (which provides the basis for potentially lower fees the maximum), we recommend awarding the contract for financial advisor services for the G.O. bond work-out plan to KNN.

Next Steps

Work will begin immediately after Council award of the contract. Presentation of the final report to the Council is planned for the November 9, 2011 meeting.

Alternatives

There are three basics alternatives to the proposed contract award to KNN:

- **Award the Contract to Another Firm.** As noted above, while all three of the proposals were from experienced firms, responsive to the City's RFP and competitively priced, we believe that KNN provided the best overall proposal.

- **Solicit Additional Proposals.** As noted above, we believe that the City received three very competitive proposals to select from. Accordingly, we do not believe there is value in soliciting additional proposals, especially since doing so will delay completing the work-out plan.

- **Do Not Go Forward with Financial Advisor Services.** The expertise that the financial advisor brings to the table is essential in preparing an effective work-out plan. Without this service, lower debt service obligations and corresponding tax levy mitigations will not be possible.

Financial Impact

The total cost for development of the bond workout plan will not exceed $19,750. This includes $4,750 for Mr. Statler's services and not to exceed $15,000 for the services of Kellig Northcross and Nobriga. The cost of these services will be charged to the bond account. Implementation of a workout plan, once approved by the City Council, is not included in this phase. Estimated implementation costs will be presented to the Council along with the recommended workout plan.

ATTACHMENTS

1. Agreement with Kellig Northcross & Nobriga
2. Proposal from Kellig Northcross & Nobriga (incorporated into the Agreement by reference)
3. G.O. Bond Work-Out Presentation from the August 24, 2011 Council Meeting

ON FILE IN THE CITY CLERK'S OFFICE

Proposals from:

- Public Financial Management
- C.M.de Crinis & Company
- Montague DeRose & Associates (subsequently withdrawn)

CITY OF BELL

CONTRACT SERVICES AGREEMENT FOR

FINANCIAL ADVISOR SERVICES

This Contract Services Agreement ("Agreement") is made and entered into this 28th day of September, 2011, by and between the City of Bell, a municipal corporation ("City"), and Kellig Northcross & Nobriga ("Consultant").

NOW, THEREFORE, the parties hereto agree as follows:

1.0 SERVICES OF CONSULTANT

Scope of Services. In compliance with all of the terms and conditions of this Agreement, Consultant shall perform the work or services set forth in the "Scope of Services" attached hereto as *Exhibit "A"* and incorporated herein by reference. Consultant warrants that all work or services set forth in the Scope of Services will be performed in a competent, professional and satisfactory manner. As a material inducement to the City entering into this Agreement, Consultant represents and warrants that Consultant is a provider of first class work and services and Consultant is experienced in performing the work and services contemplated herein and, in light of such status and experience, Consultant covenants that it shall follow the highest professional standards in performing the work and services required hereunder.

1.1 Compliance With Law. All work and services rendered hereunder shall be provided in accordance with all ordinances, resolutions, statutes, rules and regulations of the City and any federal, state or local governmental agency of competent jurisdiction.

1.2 Licenses, Permits, Fees and Assessments. Consultant shall obtain, at its sole cost and expense, such licenses, permits and approvals as may be required by law for the performance of the services required by this Agreement.

2.0 COMPENSATION

2.1 Contract Sum. For the services rendered pursuant to this Agreement, Consultant shall be compensated in accordance with the "Schedule of Compensation" attached hereto as *Exhibit "C"* and incorporated herein by this reference, but not exceeding the maximum contract amount of $15,000.00 ("Contract Sum").

2.2 Method of Payment. Provided that Consultant is not in default under the terms of this Agreement, Consultant shall be paid upon completion and acceptance of the work by the City.

3.0 COORDINATION OF WORK

3.1 Representative of Consultant. David Brodsly is hereby designated as being the representative of Consultant authorized to act on its behalf with respect to the work or services specified herein and make all decisions in connection therewith.

3.2 Contract Officer. The City's Chief Administrative Officer is hereby designated as being the representative the City authorized to act in its behalf with respect to the work and services specified herein and make all decisions in connection therewith ("Contract Officer"). The City may designate another Contract Officer by providing written notice to Consultant.

3.3 Prohibition Against Subcontracting or Assignment. Consultant shall not contract with any entity to perform in whole or in part the work or services required hereunder without the express written approval of the City. Neither this Agreement nor any interest herein may be assigned or transferred, voluntarily or by operation of law, without the prior written approval of City. Any such prohibited assignment or transfer shall be void.

3.4 Independent Contractor. Neither the City nor any of its employees shall have any control over the manner, mode or means by which Consultant, its agents or employees, perform the services required herein, except as otherwise set forth on *Exhibit "A"*. Consultant shall perform all services required herein as an independent contractor of City and shall remain under only such obligations as are consistent with that role. Consultant shall not at any time or in any manner represent that it or any of its agents or employees are agents or employees of City.

4.0 INSURANCE AND INDEMNIFICATION

4.1 Insurance. Consultant shall procure and maintain, at its sole cost and expense, in a form and content satisfactory to City, during the entire term of this Agreement including any extension thereof, the following policies of insurance:

(a) Commercial General Liability Insurance. A policy of commercial general liability insurance using Insurance Services Office "Commercial General Liability" policy form CG 00 01, with an edition date prior to 2004, or the exact equivalent. Coverage for an additional insured shall not be limited to its vicarious liability. Defense costs must be paid in addition to limits. Limits shall be no less than $1,000,00.00 per occurrence for all covered losses and no less than $2,000,000.00 general aggregate.

(b) Workers' Compensation Insurance. A policy of workers' compensation insurance on a state-approved policy form providing statutory benefits as required by law with employer's liability limits no less than $1,000,000 per accident for all covered losses.

(c) Automotive Insurance. A policy of comprehensive automobile liability insurance written on a per occurrence basis in an amount not less than $1,000,000.00 per accident, combined single limit. Said policy shall include coverage for owned, non owned, leased and hired cars.

(d) Professional Liability or Error and Omissions Insurance. A policy of insurance in an amount not less than $1,000,000.00 per claim or as is customary for the work to performed under this contract with respect to loss arising from the actions of Consultant performing professional services hereunder on behalf of the City.

All of the above policies of insurance shall be primary insurance. The general liability policy shall name the City, its officers, employees and agents ("City Parties") as additional insureds and shall waive all rights of subrogation and contribution it may have against the City and the City's Parties and their respective insurers. All of said policies of insurance shall provide that said insurance may be not cancelled without providing ten (10) days prior written notice by registered mail to the City. In the event any of said policies of insurance are cancelled or amended, Consultant shall, prior to the cancellation or amendment date, submit new evidence of insurance in conformance with this Section 4.1 to the Contract Officer. No work or services under this Agreement shall commence until Consultant has provided City with Certificates of Insurance or appropriate insurance binders evidencing the above insurance coverages and said Certificates of Insurance or binders are approved by City.

Consultant agrees that the provisions of this Section 4.1 shall not be construed as limiting in any way the extent to which Consultant may be held responsible for the payment of damages to any persons or property resulting from Consultant's activities or the activities of any person or persons for which Consultant is otherwise responsible.

The insurance required by this Agreement shall be satisfactory only if issued by companies qualified to do business in California, rated "A" or better in the most recent edition of Best Rating Guide, The Key Rating Guide or in the Federal Register, and only if they are of a financial category Class VII or better, unless such requirements are waived by the Risk Manager of the City due to unique circumstances.

In the event that the Consultant is authorized to subcontract any portion of the work or services provided pursuant to this Agreement, the contract between the Consultant and such subcontractor shall require the subcontractor to maintain the same policies of insurance that the Consultant is required to maintain pursuant to this Section 4.1.

4.2 Indemnification. To the fullest extent permitted by law, Consultant agrees to indemnify, defend and hold harmless the City, its officers, employees and agents against, any and all actions, suits, claims, damages to persons or property, losses, costs, penalties, obligations, errors, omissions or liabilities, including paying any legal costs, attorneys fees, or paying any judgment (herein "claims or liabilities") that may be asserted or claimed by any person, firm or entity arising out of or in connection with the negligent performance of the work or services of Consultant, its officers, agents, employees, agents, subcontractors, or invitees, provided for herein ("indemnitors"), or arising from Consultant's indemnitors' negligent performance of or failure to perform any term, provision, covenant, or condition of this Agreement, except claims or liabilities to the extent caused by the negligence or willful misconduct of the City indemnitees.

2. TERM

2.1 Term. Unless earlier terminated in accordance with Section 5.2 below, this Agreement shall continue in full force and effect until completion and acceptance of the work by the City.

2.2 Termination Prior to Expiration of Term. Either party may terminate this Agreement at any time, with or without cause, upon seven (7) days' written notice to the other party. Upon receipt of the notice of termination, the Consultant shall immediately cease all work or services hereunder except as may be specifically approved by the Contract Officer. In the event of termination by the City, Consultant shall be entitled to compensation for all services rendered prior to the effectiveness of the notice of termination and for such additional services specifically authorized by the Contract Officer and City shall be entitled to reimbursement for any compensation paid in excess of the services rendered.

3. MISCELLANEOUS

3.1 Covenant Against Discrimination. Consultant covenants that, by and for itself, its heirs, executors, assigns and all persons claiming under or through it, that there shall be no discrimination against or segregation of, any person or group of persons on account of race, color, creed, religion, sex, marital status, national origin, or ancestry in the performance of this Agreement. Consultant shall take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, creed, religion, sex, marital status, national origin or ancestry.

3.2 Non-liability of City Officers and Employees. No officer or employee of the City shall be personally liable to the Consultant, or any successor in interest, in the event of any default or breach by the City or for any amount which may become due to the Consultant or to its successor, or for breach of any obligation of the terms of this Agreement.

3.3 Conflict of Interest. No officer or employee of the City shall have any financial interest in this Agreement nor shall any such officer or employee participate in any decision relating to the Agreement which affects his financial interest or the financial interest of any corporation, partnership or association in which he is, directly or indirectly, interested, in violation of any state statute or regulation. The Consultant warrants that it has not paid or given and will not pay or give any third party any money or other consideration for obtaining this Agreement. When requested by the Contract Officer, prior to the City's execution of this Agreement, Consultant shall provide the City with an executed statement of economic interest.

3.4 Notice. Any notice or other communication either party desires or is required to give to the other party or any other person shall be in writing and either served personally or sent by prepaid, first class mail, in the case of the City, to the Chief Administrative Officer and to the attention of the Contract Officer, City of Bell, _____, and in the case of the Consultant, to the person at the address designated on the execution page of this Agreement.

3.5 Interpretation. The terms of this Agreement shall be construed in accordance with the meaning of the language used and shall not be construed for or against either

party by reason of the authorship of this Agreement or any other rule of construction which might otherwise apply.

3.6 Integration; Amendment. It is understood that there are no oral agreements between the parties hereto affecting this Agreement and that this Agreement supersedes and cancels any and all previous negotiations, arrangements, agreements and understandings, if any, between the parties, and none shall be used to interpret this Agreement. This Agreement may be amended at any time by a writing signed by both parties.

3.7 Severability. In the event that part of this Agreement shall be declared invalid or unenforceable by a valid judgment or decree of a court of competent jurisdiction, such invalidity or unenforceability shall not affect any of the remaining portions of this Agreement which are hereby declared as severable and shall be interpreted to carry out the intent of the parties hereunder unless the invalid provision is so material that its invalidity deprives either party of the basic benefit of their bargain or renders this Agreement meaningless.

3.8 Waiver. No delay or omission in the exercise of any right or remedy by a non-defaulting party on any default shall impair such right or remedy or be construed as a waiver. A party's consent to or approval of any act by the other party requiring the party's consent or approval shall not be deemed to waive or render unnecessary the other party's consent to or approval of any subsequent act. Any waiver by either party of any default must be in writing and shall not be a waiver of any other default concerning the same or any other provision of this Agreement.

3.9 Attorneys' Fees. If either party to this Agreement is required to initiate, defend or made a party to any action or proceeding in any way connected with this Agreement, the prevailing party in such action or proceeding, in addition to any other relief which may be granted, shall be entitled to reasonable attorneys' fees, whether or not the matter proceeds to judgment.

3.10 Corporate Authority. The persons executing this Agreement on behalf of the parties hereto warrant that (i) such party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Agreement on behalf of said party, (iii) by so executing this Agreement, such party is formally bound to the provisions of this Agreement, and (iv) the entering into this Agreement does not violate any provision of any other Agreement to which said party is bound.

3.11 Confidentiality. Employees of Consultant, in the course of their duties, may have access to financial, accounting and statistical data provided by Agency. Consultant covenants that all data, documents, discussion, or other information developed or received by Consultant or provided for performance of this Agreement are deemed confidential and shall not be disclosed by Consultant without written authorization by City. Agency shall grant such authorization if disclosure is required by law. Upon request, all Agency data shall be returned to Agency upon the termination of this Agreement. Consultant's covenant under this section shall survive the termination of this Agreement.

3.12 Ownership of Work Product. All reports, documents or other written material developed by Consultant in the performance of this Agreement shall be and remain the property of Agency without restriction or limitation upon its use or dissemination by Agency provided that Consultant may retain a record copy for its file, subject to confidentiality requirements stated above.

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

ATTEST:

By: _____
City Clerk

"CITY"
CITY OF BELL

By: _____
Mayor

APPROVED AS TO FORM:

ALESHIRE & WYNDER, LLP

_____
City Attorney

"CONSULTANT"
KELLIG NORTHCROSS & NOBRIGA

By: _____
Signature

_____
Print Name and Title

By: _____
Signature

_____
Print Name and Title

ATTACHMENT 2
Exhibt A of the Agreement

Proposal for Financial Advisory Services

City of Bell

General Obligation Bond Work-Out Plan

September 21, 2011

KNN public finance

1333 Broadway, Suite 1000, Oakland, CA 94612
phone 510-839-8200 | **fax** 510-208-8282

A Division of Zions First National Bank

1. Work Program

Description of your approach to completing the work.

Based on the material provided, it appears that the City's goals are fairly simple: applying remaining bond proceeds to the reduction of outstanding debt. Because the debt is not currently callable, the funds would be invested in an escrow of securities sufficient to pay debt service until the first optional call date, and then used to redeem bonds. We do not see the need for the City to issue any new debt to accomplish their goal of tax-rate reduction.

A defeasance with cash can be a very simple process. What will complicate it is the extent to which the City desires to consider alternatives to a standard approach that may be more efficient, and thus provide further tax rate relief. The other complications arise from the City's current political environment, where a high level of process may be required in decision making.

Attached to our proposal (and presumably outside the page limit) is an analysis of a standard cash defeasance. The approximately $20.6 million of remaining 2007 general obligation ("GO") bond proceeds would allow the City to defease $16.885 million of 2007 general obligation bonds. Note that the difference in those numbers—$3.7 million—represents negative arbitrage in the escrow. Because current Treasury yields are extremely low, and the bonds are not callable until 2017, the defeasance escrow is rather inefficient. The bonds to be defeased have 4% and 5% coupons, while at current rates a defeasance escrow would earn less than 1%.

Under this "base case," debt service on all the City's GO bonds would be reduced to $2.22 million a year, slightly higher than the City's goal. We have assumed a defeasance structured such that the overall debt service remains level. The defeasance could be refined to ensure that debt service was reduced to $2.1 million in the early years, but that would of course require higher debt service in later years.

There are a number of potential ways to improve on the efficiency of the defeasance and further reduce the tax levy. These alternatives will require some additional analysis to fully develop, and will require discussion with the City's bond counsel. To the extent the City has not selected counsel we would strongly recommend it do so. The key alternatives that we can identify at this point, and would examine as part of this assignment, are as follows:

1. **Defeasance of the 2004 bonds.** While the interest rates on the 2007 bonds are higher, the longer period until the call date (the 2004 bonds are callable 2014) actually makes the 2007 bonds defeasance more expensive. If the City could use the remaining bond proceeds to defease all of the 2004 bonds ($14.3 million outstanding) and apply what is left to defease approximately $3.7 million in 2007 bonds, then you would be able to defease $17.985 in bonds, lowering annual debt service to $2.175 million a year. We have assumed that the proceeds remaining are from the second bond issue; bond counsel would need to be consulted to confirm that the proceeds could be applied to the 2004 bonds.
2. **Economic rather than legal defeasance.** The above discussion assumes that bonds would be legally defeased in accordance with their terms, which means that an escrow is invested in federal Treasury securities. It would be possible to create an escrow of higher yielding securities,

such as federal agencies, reducing the negative arbitrage and thereby defeasing more bonds. Under such a scenario, the bonds would remain outstanding, but the tax levy could presumably be lower as funds are already available from investments in the debt service fund. We are not aware of this mechanism having been used for general obligation bonds, so we would need to work with counsel to ensure it is feasible. But we believe it would be worth exploring as a mechanism to further lower debt service.

3. **Purchase of bonds from investors.** The most efficient option would be to pay off the bonds at par; unfortunately, they are not currently callable. However, it might be possible to purchase the bonds at par, or something close to par, from current investors. Given the junk-level ratings of the 2007 bond insurer, CIFG, and the City's own credit deterioration, it is likely that investors would be eager for the City to purchase their bonds. We have been able to identify one holder of your bonds, a Franklin fund, which has a $5 million position. We would explore the costs associated with conducting a tender program to identify additional holders, as it might prove the most efficient alternative.

The above are four alternatives we can identify as a matter of first impression. To the extent that we identify others, they would be added to our analysis.

Tentative schedule by phase and task for completing the work

The following is a schedule to accomplish the analysis phase of the engagement. Execution of the defeasance would take another 30 to 75 days, depending on the option pursued.

Date	Activity	Responsibility
September 30	Conference call with City and bond counsel to review alternatives (Note: September 29 is Rosh Hashanah)	All
October 12	First draft analysis sent to City and bond counsel	KNN
October 19	Meeting at the City to review draft analysis, meet with other City officials as appropriate	All
October 25	Second draft analysis circulated	KNN
October 28	Submit final report	KNN
Week of October 31	Briefings with City officials as appropriate	TBD
November 9th	Presentation to City Council	All

Services or data to be provided by the City.

We don't believe we need additional data from the City, except for confirmation of the amount of funds available for defeasance. We will require feedback from the City, as well as access to its bond counsel.

Any other information that would assist us in making this contract award decision

We recognize that most elected officials and many professional staff are inexperienced in matters of municipal debt. Furthermore, the special circumstances of Bell require clear and detailed explanation of alternatives. It is important that decision-makers not only understand the benefits of alternatives, but also any risks posed by these alternatives.

We are particularly skilled at communicating the important features of alternatives in a manner that is clear but not condescending, laying the foundation for genuinely informed and transparent decision making. David Brodsly, in particular, has conducted numerous training workshops for elected officials to help them in understanding municipal finance, and would represent KNN before the City Council.

2. Qualifications

Experience of your firm in performing similar services

KNN has extensive expertise and unrivaled experience in the structuring of general obligation bonds. Year after year, no firm completes more general obligation bond issues than KNN. Much of that experience comes from our work with school districts, the major issuer of GO bonds in California. But our experience with city and other general obligations is also unsurpassed; we have helped manage such large GO bond programs as those of the cities of Los Angeles, Oakland, San Francisco, and San Jose and the East Bay Regional Park District. Between January 1, 2008 and September 9, 2011 KNN served as financial advisor on 116 general obligation bond issues, representing a par value of $8.4 billion. While the City of Bell will not need to issue such bonds, we clearly bring a wealth of experience with this particular instrument.

During this same period of time, KNN has served as financial advisor on 61 refundings, with a par value of $3.1 billion. Each of these refundings required the management of a bond defeasance, the same tasks that will be required by the City of Bell. We know this element of the business inside and out.

Resumes of the individuals who would be assigned to this project

KNN's team approach to client coverage helps us meet several goals. First, we are able to rely on the strengths of the various individuals to maximize the quality of our service. Second, we are able to ensure that an advisor with real knowledge of your activities is available to meet your needs at all times. For this engagement, we would assign David Brodsly, Jon Armstrong and Nedko Nedev. David would serve as engagement manager and lead author of any report, and would represent the firm at meetings and presentations. Jon would lead our analytic efforts, supported by Nedko. Brief resumes follow.

David Brodsly, Managing Director

David has over 30 years experience in municipal finance. He joined KNN early in 1998 to head up KNN's city, redevelopment and special district consulting practice, and he serves as financial advisor to a number of cities and agencies throughout the State, including the cities of Los Angeles, San Diego, San Francisco, Oakland and Fresno.

For nearly six years, David was a Vice President and Senior Credit Officer with Moody's Investors Service. He served as a senior member of the analytic and management team responsible for all types of local government bond and note ratings on the Pacific Coast, and was a member of Moody's national rating committee. Prior to joining Moody's, David spent over twelve years with the City of Los Angeles, where he was responsible for financial planning, debt issuance and bond administration for general government departments of the City of Los Angeles.

Jon Armstrong, Vice President

He has been a public finance investment banker since 1977, and joined KNN in 1990. He has structured and managed a variety of tax-exempt general fund, enterprise fund and tax supported financings. He has structured general obligation bond and other special tax levy formulas and assessments, and has provided tax impact statements and advised issuers and their campaign consultants for financings requiring voter approval.

Jon received a B.A. degree from George Williams College, an M.A. degree in psychology and an M.A. degree in philosophy from Duquesne University, and an M.B.A. degree in finance from the Wharton School of Finance and Commerce of the University of Pennsylvania.

Nedko Nedev, Assistant Vice President

Nedko joined KNN in the summer of 2006 as an analyst with no prior public finance experience. In the five years since, he has become a critical part of the firm's team-oriented approach to serving California cities and special districts. Armed with a strong mathematical background, Nedko is the primary source of quantitative and analytic support for the senior advisors in KNN's City and Special District Practice Group. His experience includes a wide range of transactions, including lease revenue, revenue, and tax-supported financings for a variety of clients including the cities of Fresno, Oakland and Los Angeles, City and County of San Francisco, and the California State University system.

Nedko earned his B.A. in Economics from the University of California, Davis, where he was honored with the Distinguished Undergraduate Student in Economics award.

References for at least three clients for whom you have provided similar services.

City of Los Angeles

Natalie Brill, Chief Debt Management Tel: (213) 473-7526
Natalie.brill@lacity.org

Financial Advisor(s): David Brodsly, Nedko Nedev

Work Performed: General financial advisor, including financial planning and policy development, disclosure, general obligation, judgment obligation, lease revenue, parking revenue bonds, and commercial paper program. Most relevant to the City of Bell engagement, we have provided analysis of several potential bond defeasances, including of the City's parking revenue and certain lease revenue bonds.

City of Oakland
Katano Kasaine, Treasury Manager Tel: (510) 238-2989
kkasaine@oaklandnet.com

Financial Advisor(s): David Brodsly, Nedko Nedev

Work Performed: Financial advisor for general obligation, redevelopment agency financings, assessment district financing, and tax and revenue anticipation note financing. Most relevant to the City of Bell, we worked on a taxable refunding of tax allocation bonds to mediate a change of use. We identified an opportunity to take an open market purchase of securities instead of a defeasance, and saved the City over $2 million.

City of Fremont
Harriet Commons, Finance Director Tel: (510) 284-4010
hcommons@fremont.gov

Financial Advisor(s): Jon Armstrong

Work Performed: Financial advisor for general obligation, general fund fixed and variable rate certificates of participation, judgment obligations, redevelopment agency financings, Mello-Roos and assessment district financing, and tax and revenue anticipation note financing. Most relevant to the City of Bell, are multiple refundings of many types of issues for the City of Fremont, and three series of new money general obligation bonds (and currently a general obligation refunding issue underway) for the City of Fremont.

3. Compensation

We submit a compensation structure based on hours worked. Our billing rates listed below are significantly discounted, recognizing the City's fiscal condition.

This engagement could prove to be relatively simple; in some respects, we have completed the core of the required work in preparing this proposal. It is quite possible that we could complete this engagement for $5,000, and execute it for only $3,000 more (recognizing that execution was not part of this RFP). While we can reasonably anticipate the work involved in preparing a report on alternatives, it is difficult to know the unique needs of the City, including meetings with officials. Therefore, we propose a not-to-exceed fee of $15,000, with an additional $2,000 allowances for expenses, which would include travel to the City.

Hourly Rates

Title	Hourly Fee
Managing Director	$275
Vice President	$250
AVP/Senior Associate	$225
Associate	$175
Analyst	$150

SUMMARY OF BONDS REFUNDED

CITY OF BELL
Defeasance of General Obligation Bonds
Scenario 1: 2007 Bonds Only; Level Unrefunded Debt Service

Bond	Maturity Date	Interest Rate	Par Amount	Call Date	Call Price
General Obligation Bonds, Series 2007, 2007:					
SER_NC	08/01/2012	4.000%	420,000.00		
	08/01/2013	4.000%	460,000.00		
	08/01/2014	4.000%	495,000.00		
	08/01/2015	4.000%	515,000.00		
	08/01/2016	5.000%	535,000.00		
	08/01/2017	5.000%	555,000.00		
SER_CALL	08/01/2018	5.000%	570,000.00	08/01/2017	100.000
	08/01/2019	5.000%	590,000.00	08/01/2017	100.000
	08/01/2020	5.000%	605,000.00	08/01/2017	100.000
	08/01/2021	5.000%	630,000.00	08/01/2017	100.000
	08/01/2022	5.000%	660,000.00	08/01/2017	100.000
	08/01/2023	5.000%	680,000.00	08/01/2017	100.000
	08/01/2024	5.000%	710,000.00	08/01/2017	100.000
	08/01/2025	5.000%	740,000.00	08/01/2017	100.000
	08/01/2026	5.000%	770,000.00	08/01/2017	100.000
	08/01/2027	5.000%	800,000.00	08/01/2017	100.000
T1_29	08/01/2028	5.000%	835,000.00	08/01/2017	100.000
	08/01/2029	5.000%	875,000.00	08/01/2017	100.000
T2_32	08/01/2030	5.000%	905,000.00	08/01/2017	100.000
	08/01/2031	5.000%	945,000.00	08/01/2017	100.000
	08/01/2032	5.000%	1,000,000.00	08/01/2017	100.000
T3_37	08/01/2033	5.000%	1,045,000.00	08/01/2017	100.000
	08/01/2034	5.000%	1,100,000.00	08/01/2017	100.000
	08/01/2035	5.000%	135,000.00	08/01/2017	100.000
	08/01/2036	5.000%	140,000.00	08/01/2017	100.000
	08/01/2037	5.000%	140,000.00	08/01/2017	100.000
			16,855,000.00		

ESCROW COST

CITY OF BELL
Defeasance of General Obligation Bonds
Scenario 1: 2007 Bonds Only; Level Unrefunded Debt Service

Type of Security	Maturity Date	Par Amount	Rate	Total Cost
SLGS	02/01/2012	383,803		383,803.00
SLGS	08/01/2012	748,265	0.040%	748,265.00
SLGS	02/01/2013	320,065	0.070%	320,065.00
SLGS	08/01/2013	780,177	0.120%	780,177.00
SLGS	02/01/2014	311,445	0.170%	311,445.00
SLGS	08/01/2014	806,710	0.220%	806,710.00
SLGS	02/01/2015	302,697	0.310%	302,697.00
SLGS	08/01/2015	818,166	0.440%	818,166.00
SLGS	02/01/2016	294,666	0.580%	294,666.00
SLGS	08/01/2016	830,521	0.730%	830,521.00
SLGS	02/01/2017	285,177	0.880%	285,177.00
SLGS	08/01/2017	14,716,432	1.010%	14,716,432.00
		20,598,124		20,598,124.00

Purchase Date	Cost of Securities	Cash Deposit	Total Escrow Cost	Yield
12/01/2011	20,598,124	0.58	20,598,124.58	0.923460%
	20,598,124	0.58	20,598,124.58	

ESCROW DESCRIPTIONS

CITY OF BELL
Defeasance of General Obligation Bonds
Scenario 1: 2007 Bonds Only; Level Unrefunded Debt Service

	Type of Security	Type of SLGS	Maturity Date	First Int Pmt Date	Par Amount	Rate	Max Rate
Dec 1, 2011:							
	SLGS	Certificate	02/01/2012	02/01/2012	383,803		
	SLGS	Certificate	08/01/2012	08/01/2012	748,265	0.040%	0.040%
	SLGS	Note	02/01/2013	02/01/2012	320,065	0.070%	0.070%
	SLGS	Note	08/01/2013	02/01/2012	780,177	0.120%	0.120%
	SLGS	Note	02/01/2014	02/01/2012	311,445	0.170%	0.170%
	SLGS	Note	08/01/2014	02/01/2012	806,710	0.220%	0.220%
	SLGS	Note	02/01/2015	02/01/2012	302,697	0.310%	0.310%
	SLGS	Note	08/01/2015	02/01/2012	818,166	0.440%	0.440%
	SLGS	Note	02/01/2016	02/01/2012	294,666	0.580%	0.580%
	SLGS	Note	08/01/2016	02/01/2012	830,521	0.730%	0.730%
	SLGS	Note	02/01/2017	02/01/2012	285,177	0.880%	0.880%
	SLGS	Note	08/01/2017	02/01/2012	14,716,432	1.010%	1.010%
					20,598,124		

SLGS Summary

SLGS Rates File	20SEP11
Total Certificates of Indebtedness	1,132,068.00
Total Notes	19,466,056.00
Total original SLGS	20,598,124.00

ESCROW CASH FLOW

CITY OF BELL
Defeasance of General Obligation Bonds
Scenario 1: 2007 Bonds Only; Level Unrefunded Debt Service

Date	Principal	Interest	Net Escrow Receipts	Present Value to 12/01/2011 @ 0.9234602%
02/01/2012	383,803.00	28,122.42	411,925.42	411,293.37
08/01/2012	748,265.00	83,659.61	831,924.61	826,830.40
02/01/2013	320,065.00	83,460.08	403,525.08	399,210.85
08/01/2013	780,177.00	83,348.05	863,525.05	850,366.41
02/01/2014	311,445.00	82,879.95	394,324.95	386,531.38
08/01/2014	806,710.00	82,615.22	889,325.22	867,741.68
02/01/2015	302,697.00	81,727.84	384,424.84	373,371.05
08/01/2015	818,166.00	81,258.66	899,424.66	869,547.55
02/01/2016	294,666.00	79,458.69	374,124.69	360,034.62
08/01/2016	830,521.00	78,604.16	909,125.16	870,865.16
02/01/2017	285,177.00	75,572.76	360,749.76	343,979.56
08/01/2017	14,716,432.00	74,317.98	14,790,749.98	14,038,351.97
	20,598,124.00	915,025.43	21,513,149.43	20,598,124.00

Escrow Cost Summary

Purchase date	12/01/2011
Purchase cost of securities	20,598,124.00
Target for yield calculation	20,598,124.00

UNREFUNDED BOND DEBT SERVICE

CITY OF BELL
Defeasance of General Obligation Bonds
Scenario 1: 2007 Bonds Only; Level Unrefunded Debt Service

Period Ending	Principal	Coupon	Interest	Debt Service	Annual Debt Service
02/01/2012			768,161.17	768,161.17	
08/01/2012	685,000	4.000%	768,157.58	1,453,157.58	2,221,318.75
02/01/2013			754,461.17	754,461.17	
08/01/2013	710,000	4.000%	754,457.58	1,464,457.58	2,218,918.75
02/01/2014			740,261.17	740,261.17	
08/01/2014	740,000	4.000%	740,257.58	1,480,257.58	2,220,518.75
02/01/2015			725,461.17	725,461.17	
08/01/2015	770,000	4.000%	725,457.58	1,495,457.58	2,220,918.75
02/01/2016			710,061.17	710,061.17	
08/01/2016	800,000	** %	710,057.58	1,510,057.58	2,220,118.75
02/01/2017			692,286.17	692,286.17	
08/01/2017	835,000	** %	692,282.58	1,527,282.58	2,219,568.75
02/01/2018			673,736.17	673,736.17	
08/01/2018	875,000	** %	673,732.58	1,548,732.58	2,222,468.75
02/01/2019			654,286.17	654,286.17	
08/01/2019	910,000	** %	654,282.58	1,564,282.58	2,218,568.75
02/01/2020			634,036.17	634,036.17	
08/01/2020	955,000	** %	634,032.58	1,589,032.58	2,223,068.75
02/01/2021			612,761.17	612,761.17	
08/01/2021	995,000	** %	612,757.58	1,607,757.58	2,220,518.75
02/01/2022			590,248.13	590,248.13	
08/01/2022	1,040,000	** %	590,245.62	1,630,245.62	2,220,493.75
02/01/2023			566,366.88	566,366.88	
08/01/2023	1,090,000	** %	566,364.37	1,656,364.37	2,222,731.25
02/01/2024			541,329.38	541,329.38	
08/01/2024	1,140,000	** %	541,326.87	1,681,326.87	2,222,656.25
02/01/2025			514,750.64	514,750.64	
08/01/2025	1,190,000	** %	514,749.36	1,704,749.36	2,219,500.00
02/01/2026			487,000.00	487,000.00	
08/01/2026	1,245,000	** %	487,000.00	1,732,000.00	2,219,000.00
02/01/2027			457,550.00	457,550.00	
08/01/2027	1,305,000	** %	457,550.00	1,762,550.00	2,220,100.00
02/01/2028			426,675.00	426,675.00	
08/01/2028	1,365,000	** %	426,675.00	1,791,675.00	2,218,350.00
02/01/2029			394,375.00	394,375.00	
08/01/2029	1,430,000	5.000%	394,375.00	1,824,375.00	2,218,750.00
02/01/2030			358,625.00	358,625.00	
08/01/2030	1,505,000	5.000%	358,625.00	1,863,625.00	2,222,250.00
02/01/2031			321,000.00	321,000.00	
08/01/2031	1,580,000	5.000%	321,000.00	1,901,000.00	2,222,000.00
02/01/2032			281,500.00	281,500.00	
08/01/2032	1,655,000	5.000%	281,500.00	1,936,500.00	2,218,000.00
02/01/2033			240,125.00	240,125.00	
08/01/2033	1,740,000	5.000%	240,125.00	1,980,125.00	2,220,250.00
02/01/2034			196,625.00	196,625.00	
08/01/2034	1,825,000	5.000%	196,625.00	2,021,625.00	2,218,250.00
02/01/2035			151,000.00	151,000.00	
08/01/2035	1,915,000	5.000%	151,000.00	2,066,000.00	2,217,000.00

UNREFUNDED BOND DEBT SERVICE

CITY OF BELL
Defeasance of General Obligation Bonds
Scenario 1: 2007 Bonds Only; Level Unrefunded Debt Service

Period Ending	Principal	Coupon	Interest	Debt Service	Annual Debt Service
02/01/2036			103,125.00	103,125.00	
08/01/2036	2,010,000	5.000%	103,125.00	2,113,125.00	2,216,250.00
02/01/2037			52,875.00	52,875.00	
08/01/2037	2,115,000	5.000%	52,875.00	2,167,875.00	2,220,750.00
	32,425,000		25,297,318.75	57,722,318.75	57,722,318.75

ATTACHMENT 2
Exhibt A of the Agreement

September 23, 2011

City of Bell
c/o William C. Statler

Dear Mr. Statler:

This letter confirms our conversation today regarding the following two points:

- We are willing to sign a contract substantially in the form attached to your request for proposals.
- Our fee proposal is amended so that our not-to-exceed fee will be $15,000, inclusive of any expense reimbursement.

I look foreward to working with you and the City.

Very truly yours,

David Brodsly
Managing Director

1333 Broadway, Suite 1000 | Oakland, CA 94612 | Main 510-839-8200 | Fax 510-208-8282 | www.knninc.com
A Division of Zions First National Bank

ATTACHMENT 3

CITY OF BELL

Bond Focus Group Results

August 24, 2011

1

Overview

- Outstanding Debt Issuances
  - 1995 Lease Revenue Bonds
  - 1998 Certificates of Participation
  - 1998 Tax Allocation Bonds
  - 2005 Pension Obligation Bonds
  - 2007 Lease Revenue Bonds
  - 2009 Promissory Note
  - General Obligation Bonds
    - 2004 Series
    - 2007 Series
- Significant Challenges Presented by
  - 2007 Lease Revenue Bonds
  - General Obligation Bonds

2

ATTACHMENT 3

G.O. Bonds Background

- Approved by voters in 2003
- Authorized amount: Up to $70 million
- Amount issued to-date: $50 million
  - 2004: $15 million – 30 years
  - 2007: $35 million – 30 years
- City's obligation to the bond holders under the bond issue terms and conditions: Levy full amount of required debt service payments

3

Purpose

- General City improvements as set forth in ballot measure., including:
  - Bell Sports Complex
  - Community Center
  - Performing Arts Center
  - New Library
  - Other parks, recreational and cultural facilities
  - Public safety and civic facilities

4

ATTACHMENT 3

Uses To Date

Bond Proceeds		50,000,000
Interest Earned		324,706
Cost of Issuance		(1,116,607)
Net Bond Proceeds		49,208,099
Projects		
Project Management	1,093,443	
Civic Center	664,080	
Bell Sport Complex	7,294,984	
Debs Park	796,068	
Vet's Park Clubhouse	2,788,956	
City Monument	2,192	
Skate Park	191,014	
Little Bear Park	8,502,686	
Nueva Vista Park	1,363,089	
Treder Park	65,670	
Total Projects		22,762,182
Used to Pay Debt Service		5,846,823
Balance		$20,599,094

5

Challenges

- No tax levy assessed for first five years
- Progressive increases in levy since then, but last year's levy of $1.4 million is still far short of covering debt service obligations
  - Accumulated unfunded debt service payment of $5.8 million
  - Debt service "gap" funded by bond proceeds
- Desire to mitigate the added tax obligation posed by these bonds

6

ATTACHMENT 3

Debt Service and Levy Summary

Retain 2010-11 Levy		
In Millions	2011-12	2012-13
Tax Levy	1.4	1.4
Debt Service	2.7	3.5
Gap	**($1.3)**	**($2.1)**

Already Approved 2011-12 Levy		
In Millions	2011-12	2012-13
Tax Levy	2.1	2.1
Debt Service	2.7	3.5
Gap	**($0.6)**	**($1.4)**

7

Possible Tax Mitigation Strategy

- Do not pursue remaining projects
  - $20.6 million balance inadequate to fully them
  - Significant added operation and maintenance costs
  - Unclear community support for them, especially in light of fiscal challenges facing the City
- Refinance the existing bonds for only the proceeds used to-date, reducing the outstanding balance from $50 million to $30 million.
- This will reduce debt service payments by about 40%

8

ATTACHMENT 3

Advantages

- Reduced debt service payments due to:
  - Lower principal balance
  - Potentially lower interest costs
- This strategy will avoid the legal requirement of assessing the full $3.5 million levy next year.
- Subject to the results of a detailed work-out plan, the goal is to avoid any further increases beyond the already-approved $2.1 million levy.

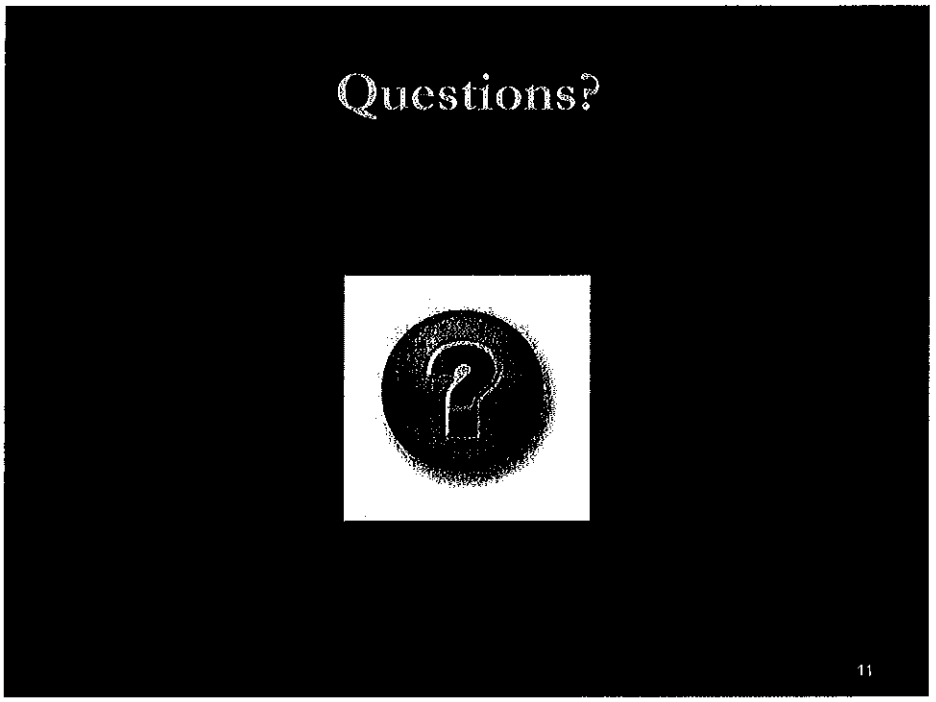
9

Recommendation

- Direct staff to return to the Council within next 60 days with recommended "work-out" plan.

10

ATTACHMENT 3



City of Bell

Agenda Report

DATE: September 28, 2011

TO: Mayor and Members of the City Council

FROM: Arne Croce, Interim Chief Administrative Officer

SUBJECT: Solid Waste Collection Service

RECOMMENDATITION

1. The City Council extend the solid waste franchise agreement with Consolidated Disposal Systems through June 30, 2012
2. The City Council direct the interim Chief Administrative Officer to conduct a competitive selection process for a new solid waste franchise with the intent to complete the process by June 30, 2012

BACKGROUND

Extension

In January 1995 the City Council awarded a solid waste collection franchise to Consolidated Disposal Systems, a division of Republic Systems. The franchise was amended in 1998. In February 2011, the interim Chief Administrative Officer and Consolidated signed a letter extending the franchise agreement through August 2011.

On August 31, 2011 the Interim CAO and City Attorney met with representatives of Consolidated/Republic and proposed a six month extension of the franchise and informed Consolidated/Republic of staff's intention to recommend a competitive franchise selection process to the City Council. On September 1 ,2011 the Interim CAO and Deputy City Attorney met again with representatives from Consolidated/Republic. At this meeting Republic committed to drop their claim that the franchise remained in effect in exchange for a twelve month extension.

Members of the the City Council have expressed an interest in having a competitive selection process completed before the Council would need to take action establishing a sanitation assessment for the 2012-13 tax year. After evaluation of this item, staff concluded that the competitive selection process would best be concluded by June 30, 2012. This recommendation was conveyed to Russell Dix, Republic Services General Manager by the Interim CAO on September 21, 2011. Mr. Dix accepted the June 30 extension.

Selection Process

A competitive selection process for a solid waste franchise is the best practice to ensure that the service users and the City get the desired services at the best price. Such a process entails many steps:

- The City Council must establish the levels of service desired, how rates will be determined, how users will be charged for service (tax assessment vs. direct billing by the provider), the length of the franchise and other basic franchise terms.
- A Request for Proposals must be drafted, approved by the City Council and distributed to potential service providers
- Potential service providers must have adequate time to prepare and submit responses to the RFP
- An evaluation of the proposals received must be conducted
- The proposals must be reviewed with the City Council and a preferred provider selected
- Public hearings must be held on the recommended provider
- After award of the franchise by the Council all legal documents must be prepared and signed
- The City Council, after a public hearing, must establish rates for service
- The franchise operator must have adequate time to prepare for service delivery

If the Council approves the recommendation for a competitive selection process, staff will secure the resources necessary to develop and manage the selection process. This may be accommodated either through contract or employment of a temporary staff member.

City of Bell
Agenda Report

DATE: September 28, 2011

TO: Mayor and Members of the City Council

FROM: David Aleshire, City Attorney

SUBJECT: Approval of Remittance Agreement per AB 27 Between City and Bell Community Redevelopment Agency

RECOMMENDATION:

That the Agency and City respectively adopt and execute the attached "Remittance Agreement" as between the Agency and the City. For City Council to approve that Resolution entitled:

> A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BELL APPROVING A REMITTANCE AGREEMENT WITH THE BELL COMMUNITY REDEVELOPMENT AGENCY IN ACCORDANCE WITH ASSEMBLY BILL ABX1 27

BACKGROUND:

As part of the State's budget bills, the California Legislature has adopted, and the Governor has signed, AB X1 26 (AB 26) and AB 27 into law. AB 26 essentially dissolves Redevelopment Agencies across the State, and AB 27 provides for an Alternative Voluntary Redevelopment Program ("AVRP") that essentially allows the Agency to continue normal operations if the City adopts an "opt-in" ordinance that requires the City to divert local tax increment revenues to the State. With the adoption of a resolution of intent to comply with AB 27, the City's deadline to adopt the "opt in" ordinance is November 1, 2011.

Concurrent with, or prior to, the Council's consideration of this item, the Council is considering a resolution (the "Resolution") to commit to the an "opt-in" ordinance; the Resolution commits the City to adopt such ordinance before November 1, 2011. Both the Resolution and ultimate ordinance are based on the determination that the City will comply with the AVRP pursuant to AB 27, thus requiring the City to make payments to the State totaling $1,100,812 in FY 2011-12, as published by the State Department of Finance (the "DOF") on August 1, 2011. In subsequent years, the payments would be calculated based on the Agency's share of the statewide total of $400,000,000, with adjustments based on the growth or decline of tax increment revenue, along with additional payments if the Agency were to incur additional debt. Staff estimates the subsequent-year payments based on current information for FY 2012-13 would be approximately $261,017.

Although the City is ultimately responsible for making the payments required to participate in the AVRP pursuant to AB 27, AB 27 provides that the Agency may enter into an agreement with the City that authorizes the transfer of Agency funds to the City, which transferred funds are ultimately utilized to make the payments necessary to participate in the AVRP. Basically, the Agency would agree to reimburse the City for AVRP payments. A form of such "Remittance Agreement" between the City and Agency is presented herewith for your approval and the accompanying City Council resolution approves the Remittance Agreement.

As previously discussed with the Council and Board, litigation is currently before the California Supreme Court challenging the validity of AB 26 and AB 27. The Supreme Court has issued a stay on most provisions of AB 26 and 27, however, the stay does not impact the Agency's required annual preparation of an annual Statement of Indebtedness ("SOI"). Despite the stay, the Remittance Agreement is required now for reporting purposes pursuant to the Agency's preparation of a SOI.

The Remittance Agreement, if adopted, would become effective only if and when the stay ordered by the California Supreme Court in the lawsuit has been lifted or dissolved; provided, however, if the decision on the merits in the lawsuit or any other lawsuit challenging the validity of AB 26 and/or 27 holds that provisions of AB 27 are invalid for any reason, the Remittance Agreement may be null and void.

ATTACHMENTS:

1. City Council Resolution Approving Remittance Agreement
2. Remittance Agreement

CITY OF BELL

RESOLUTION NO. 11-44

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BELL APPROVING A REMITTANCE AGREEMENT WITH THE BELL COMMUNITY REDEVELOPMENT AGENCY IN ACCORDANCE WITH ASSEMBLY BILL ABX1 27

WHEREAS, the Bell Community Redevelopment Agency (the "Agency") administers the implementation of various redevelopment projects, programs, and activities within the redevelopment project area in the City of Bell (the "City"); and

WHEREAS, on June 15, 2011, the State Legislature passed Assembly Bill X1 26 ("AB 26") and Assembly Bill X1 27 ("AB 27"), and on June 29, 2011, Governor Edmund G. Brown Jr. signed AB 26 and AB 27; and

WHEREAS, AB 26 generally prevents redevelopment agencies from entering into new or amended obligations or contracts, and eliminates redevelopment agencies and winds down their operations; and

WHEREAS, AB 27 allows redevelopment agencies to remain in existence, and to gain an exemption from the provisions of AB 26, in exchange for the payment of substantial sums of money on an annual basis to the Los Angeles County Auditor-Controller (County Auditor); and

WHEREAS, AB 27 codified Part 1.9 of Division 24 of the California Health and Safety Code ("Part 1.9"), which now comprises a portion of the California Community Redevelopment Law; and

WHEREAS, AB 27 establishes a "voluntary alternative redevelopment program" ("Alternative Program"), whereby the Agency is authorized to continue to exist upon the City's enactment of an ordinance to comply with the provisions of Part 1.9; and

WHEREAS, AB 27 provides that, in order to enable the Agency to be included in the Alternative Program, the City must notify the County Auditor, the State Controller, and the State Department of Finance, on or before November 1, 2011, that the City will comply with the provisions of Part 1.9 by adoption of an ordinance consistent with Part 1.9; and

WHEREAS, the City Council intends to adopt an ordinance to comply with Part 1.9 ("Ordinance") before November 1, 2011, and notify the County Auditor, the State Controller and the State Department of Finance of such adoption; and

WHEREAS, AB 27 requires the City to make specified remittances to the County Auditor in order to continue the existence of the Agency, as prescribed in Part 1.9 and to be prescribed in the Ordinance; and

WHEREAS, Section 34194.2 of AB 27 authorizes the Agency to enter into an agreement with the City, whereby the Agency will transfer a portion of its tax increment to the City, in an amount not to exceed the amount of the City's annual remittance to the County Auditor ("Remittance Agreement"), for the purpose of financing activities within the City's redevelopment area that are related to accomplishing the Agency's project goals; and

WHEREAS, the purpose of the Remittance Agreement is to provide for the transfer of funds by the Agency to the City in an amount not to exceed the amount of the remittance payments required by Part 1.9, utilizing net available tax increment and other funds in this current fiscal year and forthcoming fiscal years; and

WHEREAS, the validity of AB 26 and AB 27 is being challenged in a lawsuit entitled *California Redevelopment Association, et al. v. Matosantos, et al.,* California Supreme Court Case No. S194861 (the "CRA Lawsuit") and other lawsuits challenging the validity of AB 26 and AB 27 may be filed; and

WHEREAS, pending a decision on the merits in the CRA Lawsuit, the California Supreme Court has stayed the effectiveness of portions of AB 26 and AB 27, including, but not limited to, Sections 34194, 34194.1 and 34194.2; and

WHEREAS, it is the intention of the City for the Remittance Agreement to become effective only if and when the stay ordered by the California Supreme Court in the CRA Lawsuit has been lifted or dissolved; provided, however, if the decision on the merits in the CRA Lawsuit or any other lawsuit challenging the validity of AB 26 and/or 27 is that provisions of AB 27 authorizing the making of remittances to the County Auditor are invalid for any reason, this Agreement shall be null and void and of no effect; and

WHEREAS, the City Council has reviewed and duly considered the Staff Report, documents and other evidence presented at the meeting and believes that it will be in the best interest of the City and the health, safety, morals and welfare of its residents, and in accord with the public purpose and provisions of applicable state and local law and requirements, for the City to enter into a Remittance Agreement with the Agency and to allow the Agency to participate in the Alternative Program.

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

SECTION 1. The above recitals are true and correct and incorporated herein by this reference.

SECTION 2. The City Council hereby approves the Remittance Agreement attached hereto as Exhibit "A" and incorporated herein by this reference.

SECTION 3. The Mayor, or designee, is authorized on the City's behalf, to execute the Remittance Agreement.

SECTION 4. The City Manager, or designee, is authorized, on the City's behalf, to execute and deliver all other documents and take all actions necessary and appropriate to facilitate the Agency's continued participation in the Alternative Program, after the City has enacted the Ordinance and while the Ordinance remains in effect.

PASSED, APPROVED, AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF BELL THIS 28th DAY OF September, 2011.

_____
Mayor

Attest:

_____
City Clerk

I HEREBY CERTIFY that the foregoing Resolution was passed and adopted by the City Council of the City of Bell at a regular meeting thereof held on September 28, 2011, by the following vote.

AYES: _____

NOES: _____

ABSTAIN: _____

ABSENT: _____

_____
City Clerk

AGREEMENT NO. _____

REMITTANCE AGREEMENT

THIS REMITTANCE AGREEMENT ("AGREEMENT") is made and entered into on September 28, 2011, by and between the **CITY OF BELL** (referred to herein as "City"), and the **BELL COMMUNITY REDEVLOPMENT AGENCY**, a public body, corporate and politic ("Agency"), with reference to the following facts:

RECITALS

WHEREAS, Assembly Bills X1 26 ("AB 26") and X1 27 ("AB 27") were passed by the State Legislature on June 15, 2011, and signed by the Governor on June 29, 2011.

WHEREAS, upon enactment, AB 27 codified Part 1.9 of Division 24 of the California Health and Safety Code, commencing with section 34192 ("Part 1.9").

WHEREAS, AB 27 established a "voluntary alternative redevelopment program" whereby the City may choose to continue the operation of the Agency pursuant to Part 1.9, upon the enactment of an ordinance by the City to comply with the provisions of Part 1.9 and make certain remittances described in California Health and Safety Code Section 34194 to the Los Angeles County Auditor-Controller ("County Auditor"). All section references in this Agreement are to the California Health and Safety Code, unless otherwise specified.

WHEREAS, the City Council of the City of Bell (the "City Council") intends to adopt an Ordinance stating its intentions to comply with Part 1.9 and, concurrent with this agreement, adopted or is adopting a resolution concurrently stating such intention (the "Ordinance"). The Ordinance, when adopted, will commit the City to comply with and make the remittances required by Part 1.9 and continue the existence and activities of the Agency after enactment of AB 27.

WHEREAS, pursuant to Section 34194.1, in making remittances to the County Auditor pursuant to Section 34194, the City may use any available funds not otherwise obligated for other uses.

WHEREAS, pursuant to Section 34194.2, the City may enter into an agreement with the Agency, whereby the Agency will transfer a portion of its tax increment to the City, in an amount not to exceed the annual remittance required each year pursuant to Chapter 3 of Part 1.9, for the purpose of financing activities within the Agency's adopted redevelopment area that area that are related to accomplishing the Agency's project goals.

WHEREAS, the purpose of this Agreement is to provide for the transfer of funds pursuant to Section 34194.2 to enable the City to make the remittances required by Part 1.9.

WHEREAS, the obligations of the Agency under this Agreement shall constitute an indebtedness of the Agency for the purpose of carrying out the redevelopment plan for the Bell Redevelopment Project Area, as currently constituted or as it may be amended.

WHEREAS, the validity of AB 26 and AB 27 is being challenged in a lawsuit entitled *California Redevelopment Association, et al. v. Matosantos, et al.,* California Supreme Court Case No. S194861 (the "CRA Lawsuit") and other lawsuits challenging the validity of AB 26 and AB 27 may be filed.

WHEREAS, pending a decision on the merits in the CRA Lawsuit, the California Supreme Court has stayed the effectiveness of portions of AB 26 and AB 27, including, but not limited to, Sections 34194, 34194.1 and 34194.2.

WHEREAS, it is the intention of the City and the Agency for this Agreement to become effective only if and when the stay ordered by the California Supreme Court in the CRA Lawsuit has been lifted or dissolved; provided, however, if the decision on the merits in the CRA Lawsuit or any other lawsuit challenging the validity of AB 26 and/or 27 is that provisions of AB 27 authorizing the making of remittances to the County Auditor are invalid for any reason, this Agreement shall be null and void and of no effect.

NOW, THEREFORE, CITY and AGENCY mutually agree as follows:

1. EFFECT OF RECITALS.

The recitals above are an integral part of this Agreement and set forth the intentions of the Parties and the premises on which the Parties have decided to enter into this Agreement.

2. OBLIGATIONS OF THE PARTIES.

A. For purposes of this Agreement, the term "Net Available Tax Increment" means any tax increment funds allocated to the Agency, net of (1) existing debt service payments, (2) existing third-party contractual obligations, and (3) any funds on deposit in or to be deposited in the Agency's Low and Moderate Income Housing Trust Fund ("Housing Fund"). Notwithstanding the foregoing definition, for the purpose of making the remittance payments for the 2011-2112 Fiscal Year only, "Net Available Tax Increment" includes tax increment funds to be allocated for the 2011-2012 Fiscal Year to the Housing Fund pursuant to Sections 33334.2, 33334.4 and 33334.6 to the extent the Agency makes a finding that there are insufficient other moneys to meet its debt and other obligations, current priority program needs or its obligation to transfer funds to the City under Section 34194.2 or pursuant to this Agreement.

B. The Agency shall transfer to the City Net Available Tax Increment or other funds which will be used by the City to make the remittance payments required by Part 1.9 and due in equal installments on January 15 and May 15 of each fiscal year. The amount transferred to the City in each fiscal year shall not exceed the amount required for the City to pay the remittance amount for that fiscal year determined by the State Director of Finance pursuant to Part 1.9. The transfers shall be made in two installments each year to coincide with the January 15 and May 15 due dates for the installments of the remittance payments.

C. The City shall timely remit to the County Auditor the payments required by Part 1.9 as provided by the Ordinance. The City's obligation to make such remittances shall be a special limited obligation of the City payable solely from Net Available Tax Increment or any other available funds. Nothing contained in this Agreement shall be deemed to be a pledge of the City's general fund revenues or other assets to make the remittance payments contemplated by Part 1.9. The City may choose to fund the remittance payments solely from Agency funds and assets and is not obligated to use other funds to make those payments.

D. The obligations of the Agency under this Agreement shall be payable in the first instance out of Net Available Tax Increment, as defined in the above recitals and/or as defined or provided in any applicable constitutional provision, statute or other provision of law now existing or adopted in the future, levied by or for the benefit of taxing agencies in the Agency's redevelopment project areas, and allocated to the Agency and/or any lawful successor entity of the Agency and/or any entity established by law to carry out the redevelopment plan for the redevelopment project areas and/or expend tax increment or pay indebtedness of the Agency to be repaid with tax increment, pursuant to Section 33670 or any applicable constitutional provision, statute or other provision of law now existing or adopted in the future. If Net Available Tax Increment in a given fiscal year is insufficient to pay the entire amount of the remittance payment, then the Agency may also transfer to the City income received by the Agency from its projects and programs or any other additional funds available to it.

3. LIABILITY AND INDEMNIFICATION.

In contemplation of the provisions of California Government Code section 895.2 imposing certain tort liability jointly upon public entities solely by reason of such entities being parties to an agreement as defined by Government Code section 895, each of the Parties, as between themselves, pursuant to the authorization contained in Government Code sections 895.4 and 895.6, shall each assume the full liability imposed upon it, or any of its officers, agents or employees, by law for injury caused by negligent or wrongful acts or omissions occurring in the performance of this Agreement to the same extent that such liability would be imposed in the absence of Government Code section 895.2. To achieve the above-stated purpose, each Party indemnifies, defends and holds harmless the other Party for any liability, losses, costs or expenses that may be incurred by such other party solely by reason of Government Code section 895.2.

4. RESERVATION OF RIGHTS; EFFECTIVE DATE; TERMINATION FOR INVALIDITY OF AB 27.

By this Agreement the City is not warranting or guaranteeing the payment of money to any other entity, and the City reserves the right to cease making the payments required by AB 27 should the amount of such payments (as determined by the Department of Finance) prove to be in excess of the available funds not otherwise obligated for other uses or for any other reason. Moreover, this Agreement shall in no way be construed as requiring the City to abide by AB 26 or AB 27 in the event either, or both, bills are found unconstitutional or otherwise legally invalid in whole or in part, nor shall this Agreement have the effect or give rise to any waiver of rights or remedies that the City or Agency may have, whether in law or in equity, to challenge AB 26 or AB 27. This Agreement shall not be construed as the City's or Agency's willing acceptance of, or concurrence with, either

AB 26 or AB 27, nor does this Agreement evidence any assertion or belief whatsoever on the part of the City that said bills are constitutional or lawful.

While the City intends to make the remittances as provided for in AB 27 and pursuant to this Agreement, the remittances shall be made under protest and without prejudice to the City's right to recover such amounts and interest thereon, to the extent there is a final determination by a court of competent jurisdiction that AB 26 or AB 27, or both, are unconstitutional or otherwise unlawful. The City and the Agency reserve the right, regardless of any remittance made pursuant to this Agreement, to challenge the legality of AB 26 or AB 27, or both.

The CRA Lawsuit and/or other actions challenging the validity of AB 26 and AB 27 has, or have been, or may be filed on behalf of cities, counties and redevelopment agencies. The California Supreme Court has issued a stay of the effectiveness of portions of AB 26 and AB 27 in the CRA Lawsuit. Until and unless the stay issued by the California Supreme Court has been lifted or dissolved, this Agreement shall not become effective, the City shall not be obligated to make any community remittance for the duration of such stay and the Agency shall not be obligated to remit funds to the City to enable the City to make such payments. Moreover, to the extent that the California Supreme Court or any court of competent jurisdiction determines that the provisions of AB 27 regarding the making of remittances to the County Auditor are invalid for any reason, this Agreement shall be deemed null and void and of no further force and effect when all petitions for rehearing and appeals from such determination are exhausted or unsuccessful, or time for filing petitions for rehearing and appeals therefrom has lapsed.

5. <u>ENTIRE AGREEMENT; WAIVERS; AND AMENDMENTS</u>.

A. This Agreement shall be executed in duplicate originals, each of which is deemed to be an original. This Agreement constitutes the entire understanding and agreement of the Parties with respect to the subject matter hereof.

B. This Agreement integrates all of the terms and conditions mentioned herein or incidental hereto, and supersedes all negotiations or previous agreements between the parties with respect to the subject matter of this Agreement.

C. This Agreement is intended solely for the benefit of the City and the Agency. Notwithstanding any reference in this Agreement to persons or entities other than the City and the Agency, there shall be no third party beneficiaries under this Agreement.

D. Any waiver or amendment of the provisions of this Agreement must be in writing and signed by the authorized representative of the parties.

6. <u>SEVERABILITY</u>.

If any term, provision, covenant or condition of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions of this Agreement shall continue in full force and effect unless the rights and obligations of the Parties have been materially altered or abridged by such invalidation, voiding or unenforceability.

7. <u>BINDING ON SUCCESSORS</u>.

This Agreement shall be binding on and shall inure to the benefit of all successors and assigns of the Parties, whether by agreement or operation of law. This Agreement shall survive any full or partial merger of the City and the Agency and shall remain in full force and effect and be fully enforceable according to its terms.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed, the day and year first-above written.

"CITY"

CITY OF BELL

By:_____
Mayor

ATTEST:

_____
City Clerk

APPROVED AS TO FORM:

_____
David J. Aleshire, City Attorney

"AGENCY"

BELL COMMUNITY REDEVELOPMENT AGENCY

By:_____
Agency Chair

ATTEST:

_____
Agency Secretary

APPROVED AS TO FORM:

_____
David J. Aleshire, Agency Counsel

City of Bell
Agenda Report

DATE: September 28, 2011

TO: Mayor and Members of the City Council

FROM: David Aleshire, City Attorney

SUBJECT: Approval of Resolution Committing City to Adoption of Ordinance Complying With AB 27 Before November 1, 2011

RECOMMENDATION:

That the City adopt the attached Resolution entitled:

> A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BELL, CALIFORNIA, STATING THE CITY'S INTENTION TO MAKE REMITTANCES REQUIRED BY ABX1 27 IN ORDER TO AVOID DISSOLUTION OF THE BELL REDEVELOPMENT AGENCY

BACKGROUND:

On June 15, 2011, the State Legislature passed Assembly Bill X1 26 (AB 26) and Assembly Bill X1 27 (AB 27). AB 26 prescribes strict limits on what redevelopment agencies may do between its effectiveness date and October 1, 2011, when all redevelopment agencies will be legally dissolved unless the legislative body (City Council) enacts an ordinance pursuant to AB 27. AB 27 allows redevelopment agencies to remain in existence, and to gain an exemption from the dissolution provisions of AB 26, in exchange for the remittance of substantial sums of money to special districts that provide fire protection services, transit districts, and school entities serving redevelopment project areas.

If the Bell Community Redevelopment Agency were to continue its existence by opting-in to the AB 27 payment scheme, the City's total payment obligation to the State for Fiscal Year 2011-2012 would be $1,100,812; in subsequent fiscal years, the AB 27 payments would be calculated based on the Agency's share of the statewide total budget shortfall of $400,000,000, with adjustments based on the growth or decline in tax increment revenue, along with additional payments if the Agency were to incur additional debt. Staff estimates the subsequent-year payments based on current information for FY 2012-13 would be approximately $261,017.

If a city is unable to enact the AB 27 ordinance before October 1, 2011, it may still take advantage of AB 27 by adopting a non-binding resolution of intent to adopt an ordinance before October 1 (the "Resolution"). Such non-binding Resolution—a copy of which is attached hereto—extends the deadline for an ordinance to November 1, 2011. Importantly, the Resolution proposed for your consideration tonight does not finalize the City/Agency's commitment to

AB 27, rather the Resolution simply extends the deadline for adopting a binding AB 27 ordinance to November 1, 2011.

Due to ongoing analyses of the City's options with respect to AB 26 and AB 27, the City has been unable to enact an ordinance before October 1, 2011. Therefore, the attached non-binding Resolution of intent is proposed for adoption as a means of extending the ordinance deadline to November 1, 2011. Under AB 27, this Resolution shall also delay the dissolution of the Bell Community Redevelopment Agency until November 1, 2011.

Although the City intends to enact an ordinance to comply with the provisions of AB 27, it bears emphasis that the California League of Cities and the California Redevelopment Association have filed suit against the State challenging the constitutionality of AB 26 and AB 27. The California Supreme Court has issued a partial stay of the bills, but it is uncertain whether the stay prevents the Agency from taking the measures needed to adopt AB 27 should the bill be ultimately upheld by the Court. This resolution is presented for the Council's consideration now, out of an abundance of caution, in case the Supreme Court upholds the resolution/ordinance deadlines currently established by AB 27.

ATTACHMENTS:

1. City Council Resolution Stating City's Intention to Comply with AB 27.

RESOLUTION NO. 2011-43

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BELL STATING THE CITY'S INTENTION TO MAKE REMITTANCES REQUIRED BY ABX1 27 IN ORDER TO AVOID DISSOLUTION OF THE BELL COMMUNITY REDEVELOPMENT AGENCY

WHEREAS, on June 30, 1986, by Ordinance No. 920, the City Council of the City of Bell ("City Council") and the Governing Board of the Bell Community Redevelopment Agency ("Agency") adopted the Redevelopment Plan ("Redevelopment Plan") for the Bell Project Area ("Project Area").

WHEREAS, the Agency, through the exercise of its powers under the California Community Redevelopment Law (Health & Safety Code §§ 33000 *et seq.*) ("CRL") has made major contributions to the physical and economic development of the City and has strengthened the City's ability to meet the needs of its citizens and contributed to the quality of life throughout the City; and

WHEREAS, the California Legislature has adopted, and the Governor has signed ABX1 26 (2011) and ABX1 27 (2011), legislation that would dissolve the Agency effective as of October 1, 2011, unless the City agrees to make certain payments to the State Department of Finance and the County Auditor-Controller; and

WHEREAS, now that the Governor has signed ABX1 26, redevelopment agencies' powers purportedly are suspended and redevelopment agencies purportedly are now prohibited from taking a number of actions, including making loans and entering into or modifying contracts; and

WHEREAS, Section 34193, subdivision (a), of the California Health & Safety Code, as added by ABX1 27, states that a city must adopt an ordinance on or before October 1, 2011, committing the city/agency to make payments to the Los Angeles County Auditor-Controller pursuant to ABX1 27.

WHEREAS, If the Bell Community Redevelopment Agency were to continue its existence by opting-in to the AB 27 payment scheme, the City's total payment obligation to the State for Fiscal Year 2011-2012 would be $1,100,812; in subsequent fiscal years, the AB 27 payments would be calculated based on the Agency's share of the statewide total budget shortfall of $400,000,000, with adjustments based on the growth or decline in tax increment revenue, along with additional payments if the Agency were to incur additional debt. It is currently estimated that the Agency's subsequent-year AB 27 payments based on current information for FY 2012-13 would be approximately $261,017.

WHEREAS, if a city is unable to enact a committal AB 27 ordinance before October 1, 2011, Section 34193, subdivision (b), of the California Health & Safety Code,

as added by ABX1 27, permits that a city may alternatively enact a resolution declaring that the city intends to enact such ordinance, which resolution will extend the deadline for an ordinance to November 1, 2011. Such is the intent and purpose of this Resolution; and

WHEREAS, the validity of AB 26 and AB 27 is being challenged in a lawsuit entitled *California Redevelopment Association, et al. v. Matosantos, et al.,* California Supreme Court Case No. S194861 (the "CRA Lawsuit") and other lawsuits challenging the validity of AB 26 and AB 27 may be filed. Pending a decision on the merits in the CRA Lawsuit, the California Supreme Court has stayed the effectiveness of portions of AB 26 and AB 27.

WHEREAS, it remains unclear how the CRA Lawsuit and judicial stay will ultimately impact the ability of cities and redevelopment agencies to opt-in to the AB 27 scheme. It is therefore the intention of the City and the Agency that this Resolution shall be conditioned upon the outcome of the CRA Lawsuit and stay. This Resolution shall be effective upon the date of its adoption should AB 27 be upheld. However, if the decision on the merits in the CRA Lawsuit or any other lawsuit challenging the validity of AB 26 and/or 27 holds that provisions of AB 27 authorizing the making of remittances to the County Auditor are invalid for any reason, this Resolution shall be null and void and of no effect.

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

SECTION 1. The above recitals are true and correct and incorporated herein by this reference.

SECTION 2. Based on the foregoing recitations and all evidence presented to and considered by the City Council, and in accordance with Health and Safety Code Section 34193, subdivision (b), the City Council hereby declares by this non-binding Resolution that it intends to adopt an ordinance (the "Ordinance") on or before November 1, 2011, declaring it will make the payments required by ABX1 27.

SECTION 3. This non-binding Resolution of intent in no way warrants or guarantees any payment of money by the City to any other entity, and the City reserves the right to withdraw from making the payments required by ABX1 27 should at any time the amount of such payments (as will be determined by the State Department of Finance) prove to be in excess of the City's available funds not otherwise obligated for other uses.

SECTION 4. This non-binding Resolution shall in no way be construed as requiring the City to abide by ABX1 26 or ABX1 27 in the event either, or both, bills are found unconstitutional or otherwise legally invalid in whole or in part, nor shall this Resolution effect or give rise to any waiver of rights or remedies that the City may have,

whether in law or in equity, to challenge ABX1 26 or ABX1 27. This Resolution shall not be construed as the City's willing acceptance of, or concurrence with, either ABX1 26 or ABX1 27; nor does this Resolution evidence any assertion or belief whatsoever on the part of the City that said bills are constitutional or lawful.

SECTION 5. The Mayor, Chief Administrative Officer and Treasurer of the City are hereby authorized to take all action necessary to effectuate this Resolution.

SECTION 6. The City Clerk is hereby ordered to and notify the State Department of Finance, the State Controller, and the county auditor-controller before October 1, 2011, concerning the passage of this Resolution.

I HEREBY CERTIFY that the foregoing Resolution was passed and adopted by the City Council of the City of Bell at a regular meeting thereof held on September 28, 2011, by the following vote.

AYES: _____

NOES: _____

ABSTAIN: _____

ABSENT: _____

_____
MAYOR

ATTEST:

_____
CITY CLERK

APPROVED AS TO FORM:
Aleshire & Wynder

By:_____
David J. Aleshire, Agency Counsel

98390

City of Bell
Agenda Report

DATE: September 28, 2011

TO: Mayor and Members of the City Council

FROM: David Aleshire, City Attorney

SUBJECT: Agenda Transmittal/File & Receive: Preliminary Draft Recognized Obligation Payment Schedule (PDROPS)

RECOMMENDATION:

That the Agency file and the City receive the attached Preliminary Draft Recognized Obligation Payment Schedule (PDROPS) Pursuant to Part 1.8 of Division 24 of the California Health and Safety Code.

BACKGROUND:

As part of the State's budget bills, the California Legislature has adopted, and the Governor has signed, AB 26 X1 (AB 26) and AB 27 X1 (AB 27) into law. AB 26 requires Redevelopment Agencies to prepare a Preliminary Draft Recognized Obligation Payment Schedule (PDROPS) by September 30, 2011. On August 11, 2011, the California Supreme Court issued a partial stay on the effectiveness of AB 26 and AB 27 until the Court can rule on the constitutionality of the two bills. The stay issued on August 11 was updated on August 17, 2011, as the Court issued a revised stay. In light of the pending litigation, adopting a PDROPS is prudent and would only be valid if the Agency were dissolved. Agency and City legal counsel has advised staff to file the PDROPS with the City by September 30, 2011.

The PDROPS must list the minimum amounts that must be paid by a successor Agency (in the event of dissolution) over a six (6) month period to fulfill its enforceable obligations during that period, with the first schedule covering January 1, 2012 through June 30, 2012. The PDROPS also includes sources of payment for each obligation.

The PDROPS includes the following items:

- Debt Service Payments on Existing Bonds and Loans
- Pass-Through Payments
- Employee Costs
- Audit Costs
- Project Costs
- Administrative Costs

ATTACHMENTS:

PDROPS

Name of Redevelopment Agency: City of Bell Community Redevelopment Agency

Project Area(s) Merged Bell Community Redevelopment Project Area

PRELIMINARY DRAFT RECOGNIZED OBLIGATION PAYMENT SCHEDULE

Per AB 26 - Section 34169(h)

	Project Name / Debt Obligation	Payee	Description	Payment Period (*) 10/1/11 - 12/31/11	Payment Period (*) 1/1/12 - 6/30/12	Total Due	Funding Source
1)	2003 Tax Allocation Refunding Bonds	U.S. Bank	Bonds issued to fund non-housing and housing projects	1,441,684.38	576,684.38	$ 1,441,684.38	Housing and Non-Housing Tax Increment Revenue
2)	Werrlein Promissory Note	Pete Werrlein Childrens' Private Annuity Trust	Monthly installment payments on promissory note	116,452.23	232,904.46	$ 194,087.05	Non-Housing Tax Increment Revenue
3)	Contract for Consulting Services	Rosenow Spevacek Group	Fiscal Consulting Services	2,240.00	0.00	$ 5,740.00	Housing and Non-Housing Tax Increment Revenue
4)	Contract for Legal Services	Aleshire and Wynder	Legal Services	90,000.00	180,000.00	$ 150,000.00	Housing and Non-Housing Tax Increment Revenue
5)	Audit Service	Marcus, Gini & O'Connell, LLP	Financial Audit Services	35,300.00	0.00	$ 35,300.00	Non-Housing Tax Increment Revenue
6)	Portion of ICAO Salary	City of Bell	Employee Salary	6,000.00	12,000.00	$ 10,000.00	Non-Housing Tax Increment Revenue
7)						$ -	
8)						$ -	
9)						$ -	
10)						$ -	
11)						$ -	
12)						$ -	
13)						$ -	
14)						$ -	
15)						$ -	
16)						$ -	
17)						$ -	
18)						$ -	
19)						$ -	
20)						$ -	
21)						$ -	
						$ -	
	Totals - This Page			$ 1,691,676.61	$ 1,001,588.84	$ 1,836,811.43	
	Totals - Other Obligations			$ 126,795.00	$ -	$ 126,795.00	
	Grand total - All Pages			$ 1,818,471.61	$ 1,001,588.84	$ 1,963,606.43	

* Some Payments are Estimates

Name of Redevelopment Agency: City of Bell Community Redevelopment Agency

Project Area(s) Merged Bell Community Redevelopment Project Area

OTHER OBLIGATION PAYMENT SCHEDULE

Per AB 26 - Section 34169

	Project Name / Debt Obligation	Payee	Description	Payment Period (*) 10/1/11 - 12/31/11	Payment Period (*) 1/1/12 - 6/30/12	Total Due	Funding Source
1)	Statutory Payment	Los Angeles County Vector Control	Payments Per CRL 33607.5 and .7	132.00	0.00	$ 132.00	Non-Housing Tax Increment Revenue
2)	Statutory Payment	Los Angeles County Sanitation District	Payments Per CRL 33607.5 and .7	4,502.00	0.00	$ 4,502.00	Non-Housing Tax Increment Revenue
3)	Statutory Payment	Bell Lighting District	Payments Per CRL 33607.5 and .7	1,861.00	0.00	$ 1,861.00	Non-Housing Tax Increment Revenue
4)	Statutory Payment	City of Bell General Fund	Payments Per CRL 33607.5 and .7	19,399.00	0.00	$ 19,399.00	Non-Housing Tax Increment Revenue
5)	Statutory Payment	City of Bell Pension Fund	Payments Per CRL 33607.5 and .7	90,614.00	0.00	$ 90,614.00	Non-Housing Tax Increment Revenue
6)	Statutory Payment	Central Basin Municipal Water District	Payments Per CRL 33607.5 and .7	1,533.00	0.00	$ 1,533.00	Non-Housing Tax Increment Revenue
7)	Statutory Payment	Water Replenishment District of So Cal	Payments Per CRL 33607.5 and .7	63.00	0.00	$ 63.00	Non-Housing Tax Increment Revenue
8)	Statutory Payment	Los Angeles County Schools	Payments Per CRL 33607.5 and .7	1,428.00	0.00	$ 1,428.00	Non-Housing Tax Increment Revenue
9)	Statutory Payment	Los Angeles Community College	Payments Per CRL 33607.5 and .7	7,263.00	0.00	$ 7,263.00	Non-Housing Tax Increment Revenue
10)						$ -	
11)						$ -	
12)						$ -	
13)						$ -	
14)						$ -	
15)						$ -	
16)						$ -	
17)						$ -	
18)						$ -	
19)						$ -	
20)						$ -	
21)						$ -	
22)						$ -	
23)						$ -	
24)						$ -	
	Totals - Other Obligations			**$ 126,795.00**	**$ -**	**$ 126,795.00**	

*** All payment amounts are estimates**

Bell Community Redevelopment Agency
Agenda Report

DATE: September 28, 2011

TO: Chairman and Board of the Bell Community Redevelopment Agency

FROM: David Aleshire, City Attorney

SUBJECT: Approval of Remittance Agreement per AB 27 Between City and Bell Community Redevelopment Agency

RECOMMENDATION:

That the Agency and City respectively adopt and execute the attached "Remittance Agreement" as between the Agency and the City. For City Council to approve that Resolution entitled:

> A RESOLUTION OF THE BELL COMMUNITY REDEVELOPMENT AGENCY APPROVING A REMITTANCE AGREEMENT WITH THE CITY OF BELL IN ACCORDANCE WITH ASSEMBLY BILL AB X1 27

BACKGROUND:

As part of the State's budget bills, the California Legislature has adopted, and the Governor has signed, AB X1 26 (AB 26) and AB 27 into law. AB 26 essentially dissolves Redevelopment Agencies across the State, and AB 27 provides for an Alternative Voluntary Redevelopment Program ("AVRP") that essentially allows the Agency to continue normal operations if the City adopts an "opt-in" ordinance that requires the City to divert local tax increment revenues to the State. With the adoption of a resolution of intent to comply with AB 27, the City's deadline to adopt the "opt in" ordinance is November 1, 2011.

Concurrent with, or prior to, the Council's consideration of this item, the Council is considering a resolution (the "Resolution") to commit to the an "opt-in" ordinance; the Resolution commits the City to adopt such ordinance before November 1, 2011. Both the Resolution and ultimate ordinance are based on the determination that the City will comply with the AVRP pursuant to AB 27, thus requiring the City to make payments to the State totaling $1,100,812 in FY 2011-12, as published by the State Department of Finance (the "DOF") on August 1, 2011. In subsequent years, the payments would be calculated based on the Agency's share of the statewide total of $400,000,000, with adjustments based on the growth or decline of tax increment revenue, along with additional payments if the Agency were to incur additional debt. Staff estimates the subsequent-year payments based on current information for FY 2012-13 would be approximately $261,017.

Although the City is ultimately responsible for making the payments required to participate in the AVRP pursuant to AB 27, AB 27 provides that the Agency may enter into an agreement with

the City that authorizes the transfer of Agency funds to the City, which transferred funds are ultimately utilized to make the payments necessary to participate in the AVRP. Basically, the Agency would agree to reimburse the City for AVRP payments. A form of such "Remittance Agreement" between the City and Agency is presented herewith for your approval and the accompanying City Council resolution approves the Remittance Agreement.

As previously discussed with the Council and Board, litigation is currently before the California Supreme Court challenging the validity of AB 26 and AB 27. The Supreme Court has issued a stay on most provisions of AB 26 and 27, however, the stay does not impact the Agency's required annual preparation of an annual Statement of Indebtedness ("SOI"). Despite the stay, the Remittance Agreement is required now for reporting purposes pursuant to the Agency's preparation of a SOI.

The Remittance Agreement, if adopted, would become effective only if and when the stay ordered by the California Supreme Court in the lawsuit has been lifted or dissolved; provided, however, if the decision on the merits in the lawsuit or any other lawsuit challenging the validity of AB 26 and/or 27 holds that provisions of AB 27 are invalid for any reason, the Remittance Agreement may be null and void.

ATTACHMENTS:

1. Agency Board Resolution Approving Remittance Agreement
2. Remittance Agreement

CITY OF BELL

RESOLUTION NO. 11-45 CRA

A RESOLUTION OF THE BELL COMMUNITY REDEVELOPMENT AGENCY APPROVING A REMITTANCE AGREEMENT WITH THE CITY OF BELL IN ACCORDANCE WITH ASSEMBLY BILL AB X1 27

WHEREAS, the Bell Community Redevelopment Agency (the "Agency") administers the implementation of various redevelopment projects, programs, and activities within the redevelopment project area in the City of Bell (the "City"); and

WHEREAS, on June 15, 2011, the State Legislature passed Assembly Bill X1 26 ("AB 26") and Assembly Bill X1 27 ("AB 27"), and on June 29, 2011, Governor Edmund G. Brown Jr. signed AB 26 and AB 27; and

WHEREAS, AB 26 generally prevents redevelopment agencies from entering into new or amended obligations or contracts, and eliminates redevelopment agencies and winds down their operations; and

WHEREAS, AB 27 allows redevelopment agencies to remain in existence, and to gain an exemption from the provisions of AB 26, in exchange for the payment of substantial sums of money on an annual basis to the Los Angeles County Auditor-Controller ("County Auditor"); and

WHEREAS, AB 27 codified Part 1.9 of Division 24 of the California Health and Safety Code ("Part 1.9"), which now comprises a portion of the California Community Redevelopment Law; and

WHEREAS, AB 27 establishes a "voluntary alternative redevelopment program" ("Alternative Program"), whereby the Agency is authorized to continue to exist upon the City's enactment of an ordinance to comply with the provisions of Part 1.9; and

WHEREAS, AB 27 provides that, in order to enable the Agency to be included in the Alternative Program, the City must notify the County Auditor, the State Controller, and the State Department of Finance, on or before November 1, 2011, that the City will comply with the provisions of Part 1.9 by adoption of an ordinance consistent with Part 1.9; and

WHEREAS, the City Council intends to adopt an ordinance to comply with Part 1.9 ("Ordinance") before November 1, 2011, and notify the County Auditor, the State Controller and the State Department of Finance of such adoption; and

WHEREAS, AB 27 requires the City to make specified remittances to the County Auditor in order to continue the existence of the Agency, as prescribed in Part 1.9 and to be prescribed in the Ordinance; and

WHEREAS, Section 34194.2 of AB 27 authorizes the Agency to enter into an agreement with the City, whereby the Agency will transfer a portion of its tax increment to the City, in an amount not to exceed the amount of the City's annual remittance to the County Auditor ("Remittance Agreement"), for the purpose of financing activities within the City's adopted redevelopment area that are related to accomplishing the Agency's project goals; and

WHEREAS, the purpose of the Remittance Agreement is to provide for the transfer of funds by the Agency to the City in an amount not to exceed the amount of the remittance payments required by Part 1.9, utilizing net available tax increment and other funds in this current fiscal year and forthcoming fiscal years; and

WHEREAS, the validity of AB 26 and AB 27 is being challenged in a lawsuit entitled *California Redevelopment Association, et al. v. Matosantos, et al.,* California Supreme Court Case No. S194861 (the "CRA Lawsuit") and other lawsuits challenging the validity of AB 26 and AB 27 may be filed; and

WHEREAS, pending a decision on the merits in the CRA Lawsuit, the California Supreme Court has stayed the effectiveness of portions of AB 26 and AB 27, including, but not limited to, Sections 34194, 34194.1 and 34194.2; and

WHEREAS, it is the intention of the Agency for the Remittance Agreement to become effective only if and when the stay ordered by the California Supreme Court in the CRA Lawsuit has been lifted or dissolved; provided, however, if the decision on the merits in the CRA Lawsuit or any other lawsuit challenging the validity of AB 26 and/or 27 is that provisions of AB 27 authorizing the making of remittances to the County Auditor are invalid for any reason, this Agreement shall be null and void and of no effect; and

WHEREAS, the Agency Board has reviewed and duly considered the Staff Report, documents and other evidence presented at the meeting and believes that it will be in the best interest of the Agency and the health, safety, morals and welfare of the residents of the City, and in accord with the public purpose and provisions of applicable state and local law and requirements, for the Agency to enter into a Remittance Agreement with the City and for the Agency to participate in the Alternative Program.

NOW, THEREFORE, BE IT RESOLVED BY THE BELL COMMUNITY REDEVELOPMENT AGENCY AS FOLLOWS:

SECTION 1. The above recitals are true and correct and incorporated herein by this reference.

SECTION 2. The Agency Board hereby approves the Remittance Agreement attached hereto as Exhibit "A" and incorporated herein by this reference.

SECTION 3. The Executive Director, or designee, is authorized, on the Agency's behalf, to execute and deliver all other documents and take all actions necessary and appropriate to facilitate the Agency's continued participation in the Alternative Program, after the City has enacted the Ordinance and while the Ordinance remains in effect.

PASSED, APPROVED, AND ADOPTED BY THE COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF BELL THIS 28th DAY OF SEPTEMBER, 2011.

_____
Agency Chair

Attest:

_____
Agency Secretary

I **HEREBY CERTIFY** that the foregoing Resolution was passed and adopted by the Community Redevelopment Agency of the City of Bell at a regular meeting thereof held on September 28, 2011, by the following vote.

AYES: _____

NOES: _____

ABSTAIN: _____

ABSENT: _____

_____
Agency Secretary

AGREEMENT NO. _____

REMITTANCE AGREEMENT

THIS REMITTANCE AGREEMENT ("AGREEMENT") is made and entered into on September 28, 2011, by and between the **CITY OF BELL** (referred to herein as "City"), and the **BELL COMMUNITY REDEVLOPMENT AGENCY**, a public body, corporate and politic ("Agency"), with reference to the following facts:

RECITALS

WHEREAS, Assembly Bills X1 26 ("AB 26") and X1 27 ("AB 27") were passed by the State Legislature on June 15, 2011, and signed by the Governor on June 29, 2011.

WHEREAS, upon enactment, AB 27 codified Part 1.9 of Division 24 of the California Health and Safety Code, commencing with section 34192 ("Part 1.9").

WHEREAS, AB 27 established a "voluntary alternative redevelopment program" whereby the City may choose to continue the operation of the Agency pursuant to Part 1.9, upon the enactment of an ordinance by the City to comply with the provisions of Part 1.9 and make certain remittances described in California Health and Safety Code Section 34194 to the Los Angeles County Auditor-Controller ("County Auditor"). All section references in this Agreement are to the California Health and Safety Code, unless otherwise specified.

WHEREAS, the City Council of the City of Bell (the "City Council") intends to adopt an Ordinance stating its intentions to comply with Part 1.9 and, concurrent with this agreement, adopted or is adopting a resolution concurrently stating such intention (the "Ordinance"). The Ordinance, when adopted, will commit the City to comply with and make the remittances required by Part 1.9 and continue the existence and activities of the Agency after enactment of AB 27.

WHEREAS, pursuant to Section 34194.1, in making remittances to the County Auditor pursuant to Section 34194, the City may use any available funds not otherwise obligated for other uses.

WHEREAS, pursuant to Section 34194.2, the City may enter into an agreement with the Agency, whereby the Agency will transfer a portion of its tax increment to the City, in an amount not to exceed the annual remittance required each year pursuant to Chapter 3 of Part 1.9, for the purpose of financing activities within the Agency's adopted redevelopment area that area that are related to accomplishing the Agency's project goals.

WHEREAS, the purpose of this Agreement is to provide for the transfer of funds pursuant to Section 34194.2 to enable the City to make the remittances required by Part 1.9.

WHEREAS, the obligations of the Agency under this Agreement shall constitute an indebtedness of the Agency for the purpose of carrying out the redevelopment plan for the Bell Redevelopment Project Area, as currently constituted or as it may be amended.

WHEREAS, the validity of AB 26 and AB 27 is being challenged in a lawsuit entitled *California Redevelopment Association, et al. v. Matosantos, et al.,* California Supreme Court Case No. S194861 (the "CRA Lawsuit") and other lawsuits challenging the validity of AB 26 and AB 27 may be filed.

WHEREAS, pending a decision on the merits in the CRA Lawsuit, the California Supreme Court has stayed the effectiveness of portions of AB 26 and AB 27, including, but not limited to, Sections 34194, 34194.1 and 34194.2.

WHEREAS, it is the intention of the City and the Agency for this Agreement to become effective only if and when the stay ordered by the California Supreme Court in the CRA Lawsuit has been lifted or dissolved; provided, however, if the decision on the merits in the CRA Lawsuit or any other lawsuit challenging the validity of AB 26 and/or 27 is that provisions of AB 27 authorizing the making of remittances to the County Auditor are invalid for any reason, this Agreement shall be null and void and of no effect.

NOW, THEREFORE, CITY and AGENCY mutually agree as follows:

1. EFFECT OF RECITALS.

The recitals above are an integral part of this Agreement and set forth the intentions of the Parties and the premises on which the Parties have decided to enter into this Agreement.

2. OBLIGATIONS OF THE PARTIES.

A. For purposes of this Agreement, the term "Net Available Tax Increment" means any tax increment funds allocated to the Agency, net of (1) existing debt service payments, (2) existing third-party contractual obligations, and (3) any funds on deposit in or to be deposited in the Agency's Low and Moderate Income Housing Trust Fund ("Housing Fund"). Notwithstanding the foregoing definition, for the purpose of making the remittance payments for the 2011-2112 Fiscal Year only, "Net Available Tax Increment" includes tax increment funds to be allocated for the 2011-2012 Fiscal Year to the Housing Fund pursuant to Sections 33334.2, 33334.4 and 33334.6 to the extent the Agency makes a finding that there are insufficient other moneys to meet its debt and other obligations, current priority program needs or its obligation to transfer funds to the City under Section 34194.2 or pursuant to this Agreement.

B. The Agency shall transfer to the City Net Available Tax Increment or other funds which will be used by the City to make the remittance payments required by Part 1.9 and due in equal installments on January 15 and May 15 of each fiscal year. The amount transferred to the City in each fiscal year shall not exceed the amount required for the City to pay the remittance amount for that fiscal year determined by the State Director of Finance pursuant to Part 1.9. The transfers shall be made in two installments each year to coincide with the January 15 and May 15 due dates for the installments of the remittance payments.

C. The City shall timely remit to the County Auditor the payments required by Part 1.9 as provided by the Ordinance. The City's obligation to make such remittances shall be a special limited obligation of the City payable solely from Net Available Tax Increment or any other available funds. Nothing contained in this Agreement shall be deemed to be a pledge of the City's general fund revenues or other assets to make the remittance payments contemplated by Part 1.9. The City may choose to fund the remittance payments solely from Agency funds and assets and is not obligated to use other funds to make those payments.

D. The obligations of the Agency under this Agreement shall be payable in the first instance out of Net Available Tax Increment, as defined in the above recitals and/or as defined or provided in any applicable constitutional provision, statute or other provision of law now existing or adopted in the future, levied by or for the benefit of taxing agencies in the Agency's redevelopment project areas, and allocated to the Agency and/or any lawful successor entity of the Agency and/or any entity established by law to carry out the redevelopment plan for the redevelopment project areas and/or expend tax increment or pay indebtedness of the Agency to be repaid with tax increment, pursuant to Section 33670 or any applicable constitutional provision, statute or other provision of law now existing or adopted in the future. If Net Available Tax Increment in a given fiscal year is insufficient to pay the entire amount of the remittance payment, then the Agency may also transfer to the City income received by the Agency from its projects and programs or any other additional funds available to it.

3. LIABILITY AND INDEMNIFICATION.

In contemplation of the provisions of California Government Code section 895.2 imposing certain tort liability jointly upon public entities solely by reason of such entities being parties to an agreement as defined by Government Code section 895, each of the Parties, as between themselves, pursuant to the authorization contained in Government Code sections 895.4 and 895.6, shall each assume the full liability imposed upon it, or any of its officers, agents or employees, by law for injury caused by negligent or wrongful acts or omissions occurring in the performance of this Agreement to the same extent that such liability would be imposed in the absence of Government Code section 895.2. To achieve the above-stated purpose, each Party indemnifies, defends and holds harmless the other Party for any liability, losses, costs or expenses that may be incurred by such other party solely by reason of Government Code section 895.2.

4. RESERVATION OF RIGHTS; EFFECTIVE DATE; TERMINATION FOR INVALIDITY OF AB 27.

By this Agreement the City is not warranting or guaranteeing the payment of money to any other entity, and the City reserves the right to cease making the payments required by AB 27 should the amount of such payments (as determined by the Department of Finance) prove to be in excess of the available funds not otherwise obligated for other uses or for any other reason. Moreover, this Agreement shall in no way be construed as requiring the City to abide by AB 26 or AB 27 in the event either, or both, bills are found unconstitutional or otherwise legally invalid in whole or in part, nor shall this Agreement have the effect or give rise to any waiver of rights or remedies that the City or Agency may have, whether in law or in equity, to challenge AB 26 or AB 27. This Agreement shall not be construed as the City's or Agency's willing acceptance of, or concurrence with, either

AB 26 or AB 27, nor does this Agreement evidence any assertion or belief whatsoever on the part of the City that said bills are constitutional or lawful.

While the City intends to make the remittances as provided for in AB 27 and pursuant to this Agreement, the remittances shall be made under protest and without prejudice to the City's right to recover such amounts and interest thereon, to the extent there is a final determination by a court of competent jurisdiction that AB 26 or AB 27, or both, are unconstitutional or otherwise unlawful. The City and the Agency reserve the right, regardless of any remittance made pursuant to this Agreement, to challenge the legality of AB 26 or AB 27, or both.

The CRA Lawsuit and/or other actions challenging the validity of AB 26 and AB 27 has, or have been, or may be filed on behalf of cities, counties and redevelopment agencies. The California Supreme Court has issued a stay of the effectiveness of portions of AB 26 and AB 27 in the CRA Lawsuit. Until and unless the stay issued by the California Supreme Court has been lifted or dissolved, this Agreement shall not become effective, the City shall not be obligated to make any community remittance for the duration of such stay and the Agency shall not be obligated to remit funds to the City to enable the City to make such payments. Moreover, to the extent that the California Supreme Court or any court of competent jurisdiction determines that the provisions of AB 27 regarding the making of remittances to the County Auditor are invalid for any reason, this Agreement shall be deemed null and void and of no further force and effect when all petitions for rehearing and appeals from such determination are exhausted or unsuccessful, or time for filing petitions for rehearing and appeals therefrom has lapsed.

5. <u>ENTIRE AGREEMENT; WAIVERS; AND AMENDMENTS</u>.

A. This Agreement shall be executed in duplicate originals, each of which is deemed to be an original. This Agreement constitutes the entire understanding and agreement of the Parties with respect to the subject matter hereof.

B. This Agreement integrates all of the terms and conditions mentioned herein or incidental hereto, and supersedes all negotiations or previous agreements between the parties with respect to the subject matter of this Agreement.

C. This Agreement is intended solely for the benefit of the City and the Agency. Notwithstanding any reference in this Agreement to persons or entities other than the City and the Agency, there shall be no third party beneficiaries under this Agreement.

D. Any waiver or amendment of the provisions of this Agreement must be in writing and signed by the authorized representative of the parties.

6. <u>SEVERABILITY</u>.

If any term, provision, covenant or condition of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions of this Agreement shall continue in full force and effect unless the rights and obligations of the Parties have been materially altered or abridged by such invalidation, voiding or unenforceability.

7. <u>BINDING ON SUCCESSORS</u>.

This Agreement shall be binding on and shall inure to the benefit of all successors and assigns of the Parties, whether by agreement or operation of law. This Agreement shall survive any full or partial merger of the City and the Agency and shall remain in full force and effect and be fully enforceable according to its terms.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed, the day and year first-above written.

"CITY"	**"AGENCY"**
CITY OF BELL	**BELL COMMUNITY REDEVELOPMENT AGENCY**
By:_____ **Mayor**	By:_____ **Agency Chair**
ATTEST:	ATTEST:
_____ City Clerk	_____ Agency Secretary
APPROVED AS TO FORM:	APPROVED AS TO FORM:
_____ David J. Aleshire, City Attorney	_____ David J. Aleshire, Agency Counsel

City of Bell Community Redevelopment Agency
Agenda Report

DATE: September 28, 2011

TO: Chairman and Board of the City of Bell Community Redevelopment Agency

FROM: David Aleshire, City Attorney

SUBJECT: Agenda Transmittal/File & Receive: Preliminary Draft Recognized Obligation Payment Schedule (PDROPS)

RECOMMENDATION:

That the Agency file and the City receive the attached Preliminary Draft Recognized Obligation Payment Schedule (PDROPS) Pursuant to Part 1.8 of Division 24 of the California Health and Safety Code.

BACKGROUND:

As part of the State's budget bills, the California Legislature has adopted, and the Governor has signed, AB 26 X1 (AB 26) and AB 27 X1 (AB 27) into law. AB 26 requires Redevelopment Agencies to prepare a Preliminary Draft Recognized Obligation Payment Schedule (PDROPS) by September 30, 2011. On August 11, 2011, the California Supreme Court issued a partial stay on the effectiveness of AB 26 and AB 27 until the Court can rule on the constitutionality of the two bills. The stay issued on August 11 was updated on August 17, 2011, as the Court issued a revised stay. In light of the pending litigation, adopting a PDROPS is prudent and would only be valid if the Agency were dissolved. Agency and City legal counsel has advised staff to file the PDROPS with the City by September 30, 2011.

The PDROPS must list the minimum amounts that must be paid by a successor Agency (in the event of dissolution) over a six (6) month period to fulfill its enforceable obligations during that period, with the first schedule covering January 1, 2012 through June 30, 2012. The PDROPS also includes sources of payment for each obligation.

The PDROPS includes the following items:

- Debt Service Payments on Existing Bonds and Loans
- Pass-Through Payments
- Employee Costs
- Audit Costs
- Project Costs
- Administrative Costs

ATTACHMENTS:

PDROPS

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AGENDA ITEM NO.

Name of Redevelopment Agency: City of Bell Community Redevelopment Agency

Project Area(s) Merged Bell Community Redevelopment Project Area

PRELIMINARY DRAFT RECOGNIZED OBLIGATION PAYMENT SCHEDULE

Per AB 26 - Section 34169(h)

	Project Name / Debt Obligation	Payee	Description	Payment Period (*) 10/1/11 - 12/31/11	Payment Period (*) 1/1/12 - 6/30/12	Total Due	Funding Source
1)	2003 Tax Allocation Refunding Bonds	U.S. Bank	Bonds issued to fund non-housing and housing projects	1,441,684.38	576,684.38	$ 1,441,684.38	Housing and Non-Housing Tax Increment Revenue
2)	Werrlein Promissory Note	Pete Werrlein Childrens' Private Annuity Trust	Monthly installment payments on promissory note	116,452.23	232,904.46	$ 194,087.05	Non-Housing Tax Increment Revenue
3)	Contract for Consulting Services	Rosenow Spevacek Group	Fiscal Consulting Services	2,240.00	0.00	$ 5,740.00	Housing and Non-Housing Tax Increment Revenue
4)	Contract for Legal Services	Aleshire and Wynder	Legal Services	90,000.00	180,000.00	$ 150,000.00	Housing and Non-Housing Tax Increment Revenue
5)	Audit Service	Marcus, Gini & O'Connell, LLP	Financial Audit Services	35,300.00	0.00	$ 35,300.00	Non-Housing Tax Increment Revenue
6)	Portion of ICAO Salary	City of Bell	Employee Salary	6,000.00	12,000.00	$ 10,000.00	Non-Housing Tax Increment Revenue
7)						$ -	
8)						$ -	
9)						$ -	
10)						$ -	
11)						$ -	
12)						$ -	
13)						$ -	
14)						$ -	
15)						$ -	
16)						$ -	
17)						$ -	
18)						$ -	
19)						$ -	
20)						$ -	
21)						$ -	
						$ -	
	Totals - This Page			$ 1,691,676.61	$ 1,001,588.84	$ 1,836,811.43	
	Totals - Other Obligations			$ 126,795.00	$ -	$ 126,795.00	
	Grand total - All Pages			$ 1,818,471.61	$ 1,001,588.84	$ 1,963,606.43	

* Some Payments are Estimates

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Name of Redevelopment Agency: City of Bell Community Redevelopment Agency

Project Area(s) Merged Bell Community Redevelopment Project Area

OTHER OBLIGATION PAYMENT SCHEDULE

Per AB 26 - Section 34169

	Project Name / Debt Obligation	Payee	Description	Payment Period (*) 10/1/11 - 12/31/11	Payment Period (*) 1/1/12 - 6/30/12	Total Due	Funding Source
1)	Statutory Payment	Los Angeles County Vector Control	Payments Per CRL 33607.5 and .7	132.00	0.00	$ 132.00	Non-Housing Tax Increment Revenue
2)	Statutory Payment	Los Angeles County Sanitation District	Payments Per CRL 33607.5 and .7	4,502.00	0.00	$ 4,502.00	Non-Housing Tax Increment Revenue
3)	Statutory Payment	Bell Lighting District	Payments Per CRL 33607.5 and .7	1,861.00	0.00	$ 1,861.00	Non-Housing Tax Increment Revenue
4)	Statutory Payment	City of Bell General Fund	Payments Per CRL 33607.5 and .7	19,399.00	0.00	$ 19,399.00	Non-Housing Tax Increment Revenue
5)	Statutory Payment	City of Bell Pension Fund	Payments Per CRL 33607.5 and .7	90,614.00	0.00	$ 90,614.00	Non-Housing Tax Increment Revenue
6)	Statutory Payment	Central Basin Municipal Water District	Payments Per CRL 33607.5 and .7	1,533.00	0.00	$ 1,533.00	Non-Housing Tax Increment Revenue
7)	Statutory Payment	Water Replenishment District of So Cal	Payments Per CRL 33607.5 and .7	63.00	0.00	$ 63.00	Non-Housing Tax Increment Revenue
8)	Statutory Payment	Los Angeles County Schools	Payments Per CRL 33607.5 and .7	1,428.00	0.00	$ 1,428.00	Non-Housing Tax Increment Revenue
9)	Statutory Payment	Los Angeles Community College	Payments Per CRL 33607.5 and .7	7,263.00	0.00	$ 7,263.00	Non-Housing Tax Increment Revenue
10)						$ -	
11)						$ -	
12)						$ -	
13)						$ -	
14)						$ -	
15)						$ -	
16)						$ -	
17)						$ -	
18)						$ -	
19)						$ -	
20)						$ -	
21)						$ -	
22)						$ -	
23)						$ -	
24)						$ -	
	Totals - Other Obligations			**$ 126,795.00**	**$ -**	**$ 126,795.00**	

*** All payment amounts are estimates**

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BCHA 1 -
Bell Community Housing Authority

Warrants for

September 14-28, 2011

CHECK NO	DATE	BATCH	VENDOR/DESCRIPTION	AMOUNT
1528	09/22/11	110927	VOID VOID-TEST PRINT	0.00
1529	09/22/11	110927	VOID VOID-TEST PRINT	0.00
1530	09/22/11	110927	THE GAS COMPANY GAS BILLING-8/11-9/12/11 6633 PINE AVE-LAUNDRY GAS BILLING-8/11-9/12/11 4209 BELL AVE GAS BILLING-8/10-9/9/11 6304 KING AVE-LAUNDRY	59.56
1531	09/22/11	110927	MAYWOOD MUTUAL WATER CO WATER BILLING-6/21-8/24/11 5107 FILMORE STREET	17.55
1532	09/22/11	110927	TRACT 180 WATER COMPANY WATER BILLING-7/1-8/31/11 4738 FLORENCE AVE	18.01
* 1539	09/28/11	110928	VOID VOID-TEST PRINT	0.00
1540	09/28/11	110928	VOID VOID-TEST PRINT	0.00
1541	09/28/11	110928	BELL GLASS SHOP REMOVED/INSTALLED GLASS (LEFT) 4738 FLORENCE AVE REMOVED/INSTALLED GLASS(RIGHT) 4738 FLORENCE AVE	327.04
1542	09/28/11	110928	CITY OF BELL REIMB-BCHA TO GEN EXP ON 4/21 COIN BOXES-BCHA/6304 KING AVE	60.00
1543	09/28/11	110928	HECTOR E. GIRON GARDENING SVCS-AUG'11 VARIOUS BCHA PROPERTIES	960.00
1544	09/28/11	110928	J. CASTILLO/HANDYMAN MAINTENANCE SVCS-6624 FLORA #F UNPLUGGED KITCHEN SINK AND LAUNDRY DRAIN MAINTENANCE SVCS-6419 PROSPE#A INSTALLED NEW KITCHEN FAUCET TO REPLACE THE BROKEN ONE MAINTENANCE SVCS-6304 KING #C INSTALLED A NEW SCREEN FOR KITCHEN WINDOW/INSTALLED PLYWOOD TO DIVIDE TWO GARAGES MAINTENANCE SVCS-6420 CHANSLOR	818.90

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CHECK NO	DATE	BATCH	VENDOR/DESCRIPTION	AMOUNT
			REPAIR GARAGE DOOR & SPRINGS MAINTENANCE SVCS-6304 KING #A FIXED ELECTRICAL PROBLEM IN THE KITCHEN MAINTENANCE SVCS-6317 PINE AVE REPLACED BROKEN GLASS WINDOW	
1545	09/28/11	110928	QUILL CORPORATION OFFICE SUPPLIES-BCHA	351.06
TOTAL		12 CHECKS		2,612.12

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BCHA 2 -
Bell Community Housing Authority

Warrants for

September 14-28, 2011

CHECK NO	DATE	BATCH	VENDOR/DESCRIPTION	AMOUNT
1533	09/22/11	110937	AT&T TELEPHONE BILLING-8/4-9/3/11 FLORENCE VILLAGE MHP	156.35
1534	09/22/11	110937	CONSOLIDATED DISPOSAL SRVS#902 WASTE/RECYCLING SVCS-8/1-31/11 5246 FLORENCE AVE-DRMHP/FVMHP WASTE/RECYCLING SVCS-8/1-31/11 5162 FLORENCE AVE-MMHP/FVMHP WASTE/RECYCLING SVCS-8/1-31/11 4874 GAGE AVE-BMHP WASTE/RECYCLING SVCS-SEP'11 5162 FLORENCE AVE-MMHP/FVMHP WASTE/RECYCLING SVCS-SEP'11 5246 FLORENCE AVE-DRMHP/FVMHP	9,156.10
1535	09/22/11	110937	THE GAS COMPANY GAS BILLING-8/12-9/13/11 5162 FLORENCE AVE-FVMHP	415.92
1536	09/22/11	110937	SOUTHERN CALIFORNIA EDISON ELECTRICAL BILLING-7/28-8/26 5162 FLORENCE AVE-MMHP/FVMHP ELECTRICAL BILLING-8/2-31/11 4874 GAGE AVE-BMHP	2,340.58
1537	09/22/11	110937	SOUTHERN CALIFORNIA EDISON ELECTRICAL BILLING-7/28-8/27 5162 FLORENCE AVE-DRMHP/FVMHP	8,262.09
1538	09/22/11	110937	TRACT 180 WATER COMPANY WATER BILLING-7/1-8/31/11 5162 FLORENCE AVE WATER BILLING-7/1-8/31/11 5220 FLORENCE AVE-FVMHP WATER BILLING-7/1-8/31/11 5246 FLORENCE AVE-FVMHP WATER BILLING-7/1-8/31/11 5246 FLORENCE AVE-FVMHP WATER BILLING-7/1-8/31/11 5162 FLORENCE AVE-FVMHP WATER BILLING-7/1-8/31/11 5246 FLORENCE AVE-FVMHP	6,454.57
1546	09/28/11	110938	A.R.ZEFF BACKFLOW TESTING CO. TESTED BACKFLOW-8/29/11 5162 & 5246 FLORENCE AVE	44.95
1547	09/28/11	110938	RODOLFO G. & JUANITA DAVILA MANAGEMENT SVCS-9/1-30/11 FLORENCE VILLAGE MHP	5,400.00
1548	09/28/11	110938	FIRST CHOICE MISC SUPPLIES-BMHP	206.76

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CHECK NO	DATE	BATCH	VENDOR/DESCRIPTION	AMOUNT
			PURIFIED WATER-FVMHP PURIFIED WATER-FVMHP	
1549	09/28/11	110938	G. T. CONSTRUCTION & LANDSCAPING GARDENING SERVICES-JUL'11 GARDENING SERVICES-JUL'11	2,960.00
1550	09/28/11	110938	PETERSEN POOL & SPA POOL MAINT SVCS/CHLORINE-SEP11 FLORENCE VILLAGE MHP	624.00
1551	09/28/11	110938	TENANT SCREENING CENTER TENANT SCREENING-FVMHP C. MARROQUIN/A. IBARRA/ L. RODRIGUEZ/J. BAZ/J. JIMENEZ	110.00
1552	09/28/11	110938	HILDA VILLALOBOS REFUND-CLUBHOUSE DEPOSIT	25.00
TOTAL	13 CHECKS			36,156.32

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