City Council Agenda

Regular Meeting

Wednesday, October 12, 2011
6:30 PM-Closed Session
7:30 PM-Open Session

Bell Community Center
6250 Pine Avenue

Ali Saleh
Mayor

Danny Harber
Vice Mayor

Violeta Alvarez
Council Member

Ana Maria Quintana
Council Member

Nestor E. Valencia
Council Member

Welcome to the City Council Meeting

The Bell City Council and staff 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

October 12, 2011
6:30 P.M. Closed Session
7:30 P.M. Open Session

Bell Community Center
6250 Pine Avenue

I. Call to Order

1.01 Pledge of Allegiance to the Flag led by Alejandra A. Martinez.

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 Closed Session Items

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

III. Closed Session

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

3.01 CONFERENCE WITH LEGAL COUNSEL--EXISTING LITIGATION (Subdivision (a) of Section 54956.9); Name of case: *Sipple et al v. City of Alameda et al*; Complaint Filed By New Cingular Wireless For Refund of Utility User's Taxes.

3.02 CONFERENCE WITH LEGAL COUNSEL--EXISTING LITIGATION (Subdivision (a) of Section 54956.9); Name of case: *Granite State Insurance co. v. City of bell*; LASC CASE NO. 10C02353.

3.03 CONFERENCE WITH LEGAL COUNSEL--EXISTING LITIGATION (Subdivision (a) of Section 54956.9); Name of case: *Ismael Rivera, An Individual v. Albert Neesan, An Individual, Arthur Neesan, An Individual; Robert Shaw-Will, An Individual; The Redevelopment Agency Of The City Of Bell*; LASC CASE NO. BC059199.

3.04 CONFERENCE WITH LEGAL COUNSEL--EXISTING LITIGATION (Subdivision (a) of Section 54956.9); Name of case: *David Mango v. City of Maywood*; U.S. District Court Case No. CV 11-05641 GW (FFMX).

3.05 CONFERENCE WITH LEGAL COUNSEL--EXISTING LITIGATION (Subdivision (a) of Section 54956.9); Name of case: *Olivia Camargo v. City of Bell*; L.A.S.C. Case No. 11C00168

3.06 CONFERENCE WITH LEGAL COUNSEL--EXISTING LITIGATION (Subdivision (a) of Section 54956.9); Name of case: *Lisa Ramirez, et al, County of Los Angeles, City of Bell, et al*; U.S. District Court Case No. CV 0457-JHN (M__ X)

3.07 CONFERENCE WITH LEGAL COUNSEL--ANTICIPATED LITIGATION; Initiation of litigation pursuant to Section 54956.9: (3).

IV. Presentations

4.01 Proclamation Proclaiming October 28, 2011 as "National Immigrant's Day".

4.02 Consideration of Proclamation with California Association of School Health Educators supporting and proclaiming October 16-22, 2011 as National Health Education Week.

Recommendation: Approve the proclamation.

4.03 Presentation to Bell High School student Jeanett Garcia and Nimitz Middle School student Alejandra A. Martinez for winning first place for the 2011 Latino Heritage Month contest.

V. 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.

VI. 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.

1-14

6.01 Appointment of Interim Chief of Police.

Recommendation: The City Council approve the appointment of Steven R. Belcher as Interim Chief of Police for the City of Bell; and Approve the employment contract with Steven R. Belcher to retain his services at the rate of $13,000 per month with no employee benefits.

6.02 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. *(Continued from 09/28/11 meeting)* 15-27

Recommendation: Approve the minutes.

6.03 Consideration of General Warrants, Community Redevelopment Warrants and Community Housing Authority Warrants dated September 28, 2011 through October 12, 2011. 28-40

Recommendation: Approve the warrants.

6.04 Consideration of Agreement with the Los Angeles County Metropolitan Transportation (LACMTA) for use of Local Return Capital Reserves. 41-48

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

6.05 Consideration of Extension of Services Agreement for West Coast Arborists, Inc. from July 1-June 30, 2012 49-66

Recommendation: Approve the amendment and authorize the Interim CAO to execute upon approval as to form by the City Attorney.

6.06 Extension of Services Agreement for Environmental Services (NPDES) National Pollutant Discharge Elimination System to Public Engineering Services from July 1-June 30, 2012 67-90

Recommendation: Approve the amendment and authorize the Interim CAO to execute upon approval as to form by the City Attorney.

6.07 Consideration of an ordinance and accompanying urgency measure to commit the City of Bell to annual remittances to the County Auditor-Controller in compliance with ABX1 27. 91-105

Recommendation: Adopt the proposed urgency ordinance no. 1181; and introduce the proposed companion regular ordinance no. 1182 to continue the existence of the Bell Community Redevelopment Agency and commit the City to pay annual remittances to the Los Angeles County Auditory-Controller in accordance with AB1X 27.

6.08 Approval of Conflict Waiver for the Attorney General Litigation *People of the State of California v. Robert Rizzo, et al.* Case No.: Los Angeles County Superior Court, BC445497. 106-120

***Recommendation: Approve a conflict waiver letter for Aleshire & Wynder, LLP regarding: People of the State of California v. Robert Rizzo, et al.* Case No.: Los Angeles County Superior Court, BC445497.**

VII. 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.

7.01 Consideration of Resolution No. 2011-45 Approving Conditional Use Permit No. 2011-04 to Allow a Retail Shoe Store to be Located within an Existing 13,000 Square Foot Front Building and Convert the Existing 4, 680 Square Foot Repair Bays into Retail/Used Car Dealership; Location: 6400 Atlantic Avenue, Bell, CA 90201. 121-150

Recommendation: Review the application, the public hearing be conducted and adopt the resolution.

7.02 Consideration of Resolution No. 2011-46 Approving Conditional Use Permit No. 2011-05 to Allow Large Recycling Collection Facility to be Located within an Existing 5,018 Square Foot Warehouse and an Attached 1,140 Square Foot Office; Location: 6216 Maywood Avenue, Bell, CA 90201. 151-182

Recommendation: Review the application, the public hearing be conducted and adopt the resolution.

VIII. 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.

IX. 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.

X. Adjournment

Next Regular Meeting, Wednesday, October 26, 2011 at 6:30 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 October 7, 2011 Seventy-two (72) hours prior to the meeting as required by law.

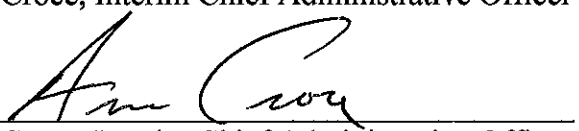
Rebecca Valdez, CMC
City Clerk

City of Bell
Agenda Report

DATE: October 12, 2011

TO: Mayor and Members of the City Council

FROM: Arne Croce, Interim Chief Administrative Officer

APPROVED BY: 

Arne Croce, Interim Chief Administrative Officer

SUBJECT: Appointment of Interim Chief of Police

RECOMMENDATION

The City Council approve the appointment of Steven R. Belcher as Interim Chief of Police for the City of Bell; and Approve the employment contract with Steven R. Belcher to retain his services at the rate of $13,000 per month with no employee benefits

BACKGROUND

I am pleased to recommend that the City Council approve the appointment of Chief Steven Belcher as Interim Chief of Police of Bell. Chief Belcher brings outstanding experience to this position. His career included 32 years with the City of Santa Cruz Police Department, the last nine years as Chief. Since leaving the Santa Cruz Police Department in 2003, Chief Belcher has served as Interim Chief in the cities of Soledad (71% Hispanic population), East Palo Alto (64% Hispanic population) and Marina. Chief Belcher's resume is attached. Chief Belcher will be present at the October 12 Council meeting and will begin his service on October 26, 2011.

It is anticipated that Chief Belcher will serve as interim Chief for a minimum of six months. His main task is to do a thorough assessment of the Police Department and present that assessment and recommendations regarding any changes in staffing, organizational structure, operations and policies to the City Council. On September 29, 2011 the City Council interviewed Chief Belcher and unanimously agreed that he was the best candidate for the position. The City Council accepted the recommendation of the ICAO that no candidates be considered that had worked previously for the City of Bell or in adjacent communities. This criterion was established to ensure that the interim Chief would come to the position without any preconception of Bell or the Bell PD, and to avoid pre-judgment of the interim Chief by community members or department personnel based upon previous experience. This is only an interim position; there will be an open recruitment and community participatory process for selection of a permanent Chief.

Chief Belcher has accepted the offer to serve as the City of Bell's Interim Chief as a contract employee. The recommended compensation for Chief Belcher is $13,000 per month, with no employee benefits. Chief Belcher and his wife will relocate to the area during his service; he is assuming responsibility for all temporary housing expenses.

At the September 14, 2011 City Council meeting, the Interim Chief Administrative Officer was directed to retain an Interim Chief of Police with experience outside of the police department to conduct an assessment of the current department. The California Association of Chiefs of Police (Cal Chiefs) has a relationship with the executive recruiting firm of Bob Murray Associates to maintain a current data base of candidates to serve as Interim Police Chiefs. After discussion with Cal Chiefs and Bob Murray Associates, they agreed to waive the $1000 fee charged for this service. I requested three to five resumes of candidates, with a preference expressed for candidates that spoke Spanish or had experience in Hispanic majority communities. The interim chief recruitment service provided me with five resumes. After a review of the candidate's experience, initial reference checks and discussions with the most qualified applicants, I identified Chief Belcher as the most qualified candidate. Chief Belcher possessed the broadest experience of the applicants; I was particularly impressed with his experience as an Interim Chief in Hispanic majority communities, his broad experience in community oriented policing and the organizational analysis process he has developed from his experience as an Interim Chief.

Following the interview with the City Council and a re-confirmation of Chief Belcher's interest in the position, I authorized the background check required for any Chief, regardless of previous experience, by the California Commission on Peace Officer Standards and Training (POST). The background investigation should be formally completed by October 12, 2011. I have talked with the POST investigator and have confirmation that Chief's Belchers background is clear and references are very favorable.

Chief Belcher has a Master's Degree in Public Administration, a Bachelor's Degree in Administration of Justice and is a graduate of the FBI National Academy. In addition to serving several communities as interim Chief, Chief Belcher has done consulting with public and private entities in budgeting, communication and personnel. He has been a part-time instructor for the University of California teaching public administration and management courses and for the South Bay Regional Public Safety Consortium in the areas of training, leadership and ethics. He is currently in the process of earning certification as a Law Enforcement Auditor.

ATTACHMENTS
Steve Belcher application cover letter
Steve Belcher Resume
Employment Agreement

Steve Belcher

Mr. Arne Croce
Interim Chief Administrative Officer
City of Bell
6330 Pine Ave.
Bell, Ca. 90201

September 19, 2011

I am interested in discussing the opportunity to serve in the capacity of Interim Chief of Police for the City of Bell.

I have over 35 years of experience in law enforcement. I started my full time law enforcement career with the Sheriffs Department in Fresno, California in 1970 working primarily in men's detention (jail). I served with the Santa Cruz Police Department for 32 ½ years, the last 9 ½ as Chief of Police. As chief I was in charge of an approximately 16 million dollar budget and 135 personnel. I was responsible for hiring, promotions and dismissals. I worked closely with the city police review board for 9 years. During my tenure we implemented a number of innovative programs, with our community policing initiatives being one of the best. I thoroughly enjoyed my years in Santa Cruz. At the time of my retirement the department was running well, was respected in the community and I simply wanted to try other adventures and challenges.

Since leaving Santa Cruz I have started two companies, Belcher & Associates Consulting Services and Belcher, Ehle, Medina and Associates. I (we) have provided consulting services to both private and public sector clients in the areas of budget, communications and personnel issues. I have served as Interim Chief of Police for the City of Capitola, Interim Chief of Police for the City of East Palo Alto, Interim Chief of Police (& Recreation Director) for the City of Marina Department of Public Safety (police/fire) and Interim Chief of Police for the City of Soledad. I have been a part time instructor for the University of California, teaching public administration management courses and for the South Bay Regional Public Safety Training Consortium, in the areas of training, leadership and ethics. I have stayed current with all POST requirements. Since retiring I have been awarded a certificate in "Police Litigation" after completing course work in lethal and less lethal force, discipline, internal investigations and agency compliance. I am currently in the process of earning my certification as a Law Enforcement Auditor. I have enjoyed these new experiences.

Each of the interim positions has had its own unique challenges. These challenges have ranged from difficult fiscal times, personnel issues, reorganizing and rebuilding to very serious crime problems. I have had the opportunity to be involved in an organizational assessment of three of the four agencies. This has allowed me to assist the city manager

and the new chief of police in developing an understanding of where the agency currently is and helping plan where they may want to focus their energies toward building a better department in the future.

I am still very enthused about public safety, service to the community and municipal government. I look forward to the opportunity to discuss the interim position as Chief of Police for the City of Bell with you.

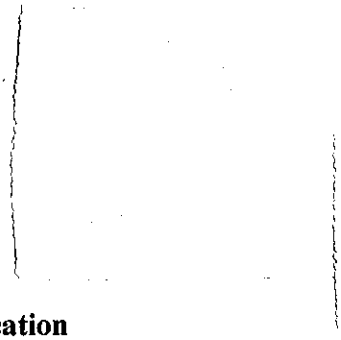
I have attached my resume for your consideration.

Sincerely,

Steve Belcher

Steve Belcher

Steve Belcher ***Resume***



Education

Masters Degree Public Administration, Golden Gate University
Bachelors Degree Administration of Justice, Fresno State College
Associate Arts Degree Administration of Justice, Cabrillo College
FBI National Academy, Quantico Virginia

Law Enforcement Experience

I began my career in law enforcement over thirty five years ago starting as a campus police officer at Cabrillo College, Aptos Ca. in 1968. I worked as a provisional deputy for the Fresno County Sheriff's Office in 1970/71 in corrections & patrol. I was hired by the Santa Cruz Police Department in 1971 as a patrol officer. Over the years I worked all of the various assignments including patrol, foot patrol, traffic and investigations. I promoted to sergeant, lieutenant, deputy chief and completed my full time career as the Chief of Police of the Santa Cruz Ca. Police Department (1994-2003). Since retiring I have worked in four departments as interim chief of police and in several departments on a consulting basis.

Management Consultant, (Belcher & Associates Management Consulting Services) July 2004-Present.

Interim Chief of Police, Capitola Ca. Police Department, July 2004.

Interim Chief of Police, East Palo Alto Ca. Police Department, August 2004-May 2005.

Interim Chief of Police (& Recreation Director), Marina Ca. Department of Public Safety, November 2005-December 2006.

Interim Chief of Police, Soledad Ca. Police Department, July 2008-December 2009.

Belcher, Ehle, Medina & Associates Inc. President, November 2010-Present Management Consulting

Certificates/Experience (past & present)

College Instructor (12 years). Police Academy & In-service Burglary, robbery, theft, ethics and performance.
State of California, POST National Accreditation Evaluation Committee Member
Police Records Managers certificate.
California Highway Patrol, motor officer certificate.
University of California, Santa Cruz; Instructor, Police/Public Management
South Bay Regional Training Consortium; Instructor Ethics, Leadership and Field Training Officer Management
Certified Litigation Professional Certificate - Lethal & Less Lethal Force, Discipline & Internal Investigations, Agency Compliance & Management Auditing, Jail & Prisoner Legal Issues.
Background Investigators certificate POST
Internal Affairs certificate POST
Private Investigators License, State of California
Concepts in Law Enforcement Auditing

Professional Memberships (past & present)

Police Planners and Research Officers Association of Ca. Vice President.
Department of Justice, Megan's Law Committee Member.
California Peace Officers Association, member.
American Society of Industrial Security, member.
California Police Chief's Association, member.
International Association of Chief's of Police, member.
Anti-Terrorism Task Force member. County Chief's Association representative.
Criminal Justice Council of Santa Cruz County, Chair.
Santa Cruz County Emergency Communications Committee, Chair.
Santa Cruz Metro Consolidated Records System Committee, Chair.
Americans for Effective Law Enforcement, member.
Police Executive Research Forum, member.
California Peace Officers Association, member.
Peace Officers Research Association of California, member.
International Law Enforcement Auditors Association, member.

Professional Accomplishments

During my career I have had the opportunity to experience a wide variety of situations and challenges. Listed below is a snapshot of some of those issues and experiences.

Original committee member for establishing the Domestic Violence Council and written law enforcement domestic violence response protocols.

Integrated/Implemented Community Policing within the Police Department(s).

Worked with downtown business group to establish neighborhood police station.

Implemented internal advisory group including union representative input.

Designed & implemented Community Service Officer Program.

Designed & implemented private security partnership with business community.

Worked with City Manager's Office to introduce Community Government to other city departments and community.

Revised hiring standards that exceeded POST requirements.

Served as Chair of the California Peace Officers Associations Standards & Ethics Committee

Implemented geographic commands for patrol managers to increase communication and accountability.

Increased training and succession planning for all levels of the department.

Urgent Response Team (SWAT) assistant commander.

Worked to obtain state of the art equipment for department.

Worked closely with other local police agencies to increase efficiencies and coordinate and consolidate services where practical (SWAT, bomb disposal, crime scene and records consolidation).

Integrated code enforcement, crime reduction and blight reduction into community policing and city wide neighborhood quality of life programs.

Assisted in implementation of and worked with city police review board. Revised professional standards citizen complaint process.

Implemented/conducted internal audits of various police operations.

Instrumental in obtaining/building new police facility, Santa Cruz, Ca.

Lead agency in nationally recognized racial profiling study.

Served on POST committee to establish standards for law enforcement executives.

Graduate of FBI Law Enforcement Executive Development training.

Implemented the first community chief's advisory committee.

Served as advisory member Megan's Law (Sex Offender Tracking) State of California

Started department's first citizens' police academy, including an academy for high school students and monolingual Spanish speaking residents academy.

Served as Chair of the Emergency Communications Committee and involved in the evaluation of, and later the establishment of the consolidated communications dispatch center in Santa Cruz County.

Community volunteer, Beach Flats Community Center

I have served as interim chief of police in four departments since my retirement from Santa Cruz. Each of the departments were unique and three of the four certainly had significant challenges. Typically one of the first challenges is to stabilize the department. I worked closely with police staff and city management on short term immediate needs, conducting an internal assessment of both personnel and policy issues, looked at best practices and prior to departing completed a basic needs assessment to assist the city manager and new chief in setting direction and priorities for the future. I also assisted with the recruitment process for the new police chief.

Since retirement I have established two private consulting businesses in areas of police policy, communications technology/revenue enhancements and internal affairs and liability issues. Our clients have been both in the private and public sector.

INTERIM POLICE CHIEF AGREEMENT

This INTERIM POLICE CHIEF AGREEMENT ("Agreement") is entered into this 31st day of October, 2011, by and between the CITY OF BELL ("City"), a California charter city and municipal corporation, and STEVEN R. BELCHER ("Belcher"), an individual.

RECITALS

WHEREAS, the City desires to retain Belcher to serve in the position of Interim Police Chief for the City of Bell, California, and Belcher desires to perform and assume responsibility for the provisions of professional services to the City as Interim Police Chief to temporarily fill the position of the Police Chief, which position is prescribed by state law and the City's Municipal Code;

WHEREAS, the parties wish to have Belcher perform the services of Interim Police Chief, while the City conducts its recruitment for a permanent Police Chief, and will terminate such services upon the City's recruitment of a permanent Police Chief; and

WHEREAS, the City desires to establish the terms and conditions of Belcher's services to the City through this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, City and Belcher hereby agree as follows:

AGREEMENT

1.0 DUTIES

1.1 Duties. City hereby employs Belcher beginning on October 26, 2011, to serve as the Interim Police Chief of the City. As Interim Police Chief, Belcher shall perform the functions and duties of police chief, City's Charter and Municipal Code and in the Government Code of the State of California, and to perform such other legally permissible and proper duties and functions as the City Chief Administrative Officer shall, from time-to-time, direct or assign. Belcher shall devote his best efforts and full-time attention to performance of these duties.

1.2 Work Schedule. It is recognized that Belcher is expected to engage in the hours of work that are necessary to fulfill the obligations of the position, must be available at all times, and must devote a great deal of time outside the normal office hours to the business of the City. Belcher acknowledges that proper performance of the duties of the Interim Police Chief will require the Interim Police Chief to generally observe normal business hours, 8:00 a.m. to 5:00 p.m. Monday through Friday, as set by the City and may be duly revised from time-to-time and will also often require the performance of necessary services outside of normal business hours. Notwithstanding the foregoing, the City will permit Belcher such reasonable "time off" as is customary for exempt employees of the City so long as the time off does not interfere with normal business. Accordingly, although Belcher's duties may require in excess of forty hours per week, Belcher shall not be entitled to additional compensation for such extra time.

1.3 Employment Status. Belcher shall serve at the will and pleasure of the Chief Administrative Officer subject to approval by the City Council, understands that he is a retired CalPERS annuitant, and is subject to summary dismissal in accordance with the provisions of the Public Safety Officers Procedural Bill of Rights Act, California Government Code Section 3304(c). Belcher expressly agrees that the City may terminate this contract with Belcher at any time, as set forth in Section 2.2 below.

1.4 City Documents. All data, studies, reports and other documents prepared by Belcher while performing his duties during the term of this Agreement shall be furnished to and become the property of the City, without restriction or limitation on their use. All ideas, memoranda, specifications, plans, procedures, drawings, descriptions, computer program data, input record data, written information, and other materials either created by or provided to Belcher in connection with the performance of this Agreement shall be held confidential by Belcher to the extent permitted by applicable law. Such materials shall not, without the prior written consent of the City Council, be used by Belcher for any purposes other than the performance of his duties. Nor shall such materials be disclosed to any person or entity not connected with the performance of services under this Agreement, except as required by law.

2.0 TERM

2.1 Term. To enable Belcher to continue receiving employment and other benefits pursuant to the California Public Employees Retirement System ("PERS"), the term of this Agreement shall in no event be in an amount of hours greater than that allowed pursuant to California Government Code Section 21221, which limits Belcher to working no more than 960 hours per fiscal year unless an extension is granted prior to the expiration of the 960 hour period. Belcher shall keep a log of his daily work start and stop times for purposes of hours accounting to ensure compliance with California Government Code Section 21221. Belcher represents and warrants that his execution of this Agreement with a commencement date of October 26, 2011 will not cause a violation of the limitations of Government Code Section 21221 for fiscal year 2011-2012. Moreover, the City and Belcher agree that this Agreement shall terminate no later than April 30, 2012; provided that:

(a) If the City Council appoints a permanent Police Chief before April 30, 2012, Belcher's services shall terminate within such time thereafter as the parties shall agree upon in writing.

(b) If the City Council does not appoint a permanent Police Chief prior to April 30, 2012, the term herein may be extended for so long as is required for the City Council to identify and appoint a permanent Police Chief if timely approval of such extension is obtained from PERS pursuant to Government Code section 21221(h), as such extension would cause Belcher's services hereunder to exceed a total of 960 hours in fiscal year 2011-2012. Should an extension be desired, the City and Belcher shall cooperate to take any necessary action to secure such approval from PERS.

2.2 Termination by City or Belcher. The City Council may terminate this Agreement at any time consistent with the provisions of the Public Safety Officers Procedural Bill of Rights Act, California Government Code Section 3304(c). Additionally, Belcher may

terminate this Agreement at any time, provided he provides City Council with at least two (2) weeks' advance written notice prior to the effective date of termination, unless a shorter period is acceptable to the City Council. Belcher expressly agrees that he shall not be entitled to any severance pay as the result of the termination of this Agreement for any reason whatsoever.

3.0 COMPENSATION AND REIMBURSEMENT

3.1 Compensation. For the services rendered pursuant to this Agreement, Belcher shall be compensated Thirteen Thousand Five Hundred Dollars ($13,000.00) per month, beginning the October 26, 2011 which shall be paid in installments at the same time that other City employees are paid, with the understanding that Belcher shall be solely responsible for the payment of all taxes and similar matters himself. For any hours worked that are a fraction of a whole month, Belcher shall be compensated at the rate of $77.88 per hour. Such amounts shall be Belcher's sole compensation for his services under this Agreement. Belcher is not entitled to additional compensation for attendance at meetings outside of normal business hours, including, but not necessarily limited to, City Council and Commission regular and special meetings and workshops. The parties understand and hereby agree that Belcher shall not be entitled to the benefits provided by the City to its employees, including but not limited to, paid vacation, medical insurance, dental insurance, life insurance, deferred compensation, disability insurance, PERS benefits, PARS benefits, unemployment insurance or retirement. Belcher shall not be subject to the City's Civil Service Rules and Regulations.

3.2 Reimbursable Expenses. City acknowledges that occasional travel outside of the City may be required of Belcher to tend to City business; and that participation by Belcher in professional meetings and conferences is in the interest of City. If Belcher attends conferences or travels out of town for City business, the City shall reimburse Belcher for the reasonable non-personal business expenses incurred during performance of the aforementioned work, including mileage at the IRS reimbursement rate, provided written documentation of all expenses are provided by Belcher pursuant to the established policies and customary practices of the City. Business travel that will exceed more than one night lodging will be approved in advance by the Mayor and the City Council shall be notified of such approval.

4.0 CONDITIONS OF BELCHER'S SERVICES

4.1 Conflicts Prohibited. During the term of this Agreement, Belcher shall not engage in any business or transaction or maintain a financial interest which conflicts, or reasonably might be expected to conflict, with the proper discharge of Belcher's duties under this Agreement.

4.2 Relationship of Parties. Belcher agrees and understands that the work/services performed under this Agreement are performed as a retired CalPERS annuitant and Belcher acquires none of the rights, privileges, powers or advantages of regular City employees.

4.3 Automobile. Belcher shall be provided with use of a City vehicle use while on duty and serving in the capacity of Interim Chief of Police.

5.0 BONDS AND INDEMNIFICATION

5.1 Indemnification. City shall defend, hold harmless and indemnify Belcher against any tort, professional liability, claim or demand, or other legal action arising out of an alleged act or omission occurring in the performance of Belcher's services under this Agreement. This section shall not apply to any intentional tort or crime committed by Belcher, to any action outside the course and scope of the services provided by Belcher under this Agreement, or any other intentional or malicious conduct or gross negligence of Belcher.

5.2 Bonds. City shall bear the full cost of any fidelity or other bonds which may be required in the performance of Belcher's services under this Agreement.

6.0 GENERAL PROVISIONS

6.1 Entire Agreement. This Agreement represents the entire agreement between the parties and supersedes any and all other agreement, either oral or in writing, between the parties with respect to Belcher's contract by City and contains all of the covenants and agreements between the parties with respect to the services provided by Belcher under this Agreement. Each party to this Agreement acknowledges that no representations, inducements, promises or agreements, orally or otherwise, have been made by either party, or anyone acting on behalf of either party, which are not embodied herein, and that no other agreement, statement or promises not contained in this Agreement shall be valid or binding upon either party.

6.2 Notices. Any notice required or permitted by this Agreement shall be in writing and shall be personally served or shall be sufficiently given when served upon the other party as sent by United States Postal Service, postage prepaid and addressed as follows:

To City:	To Belcher:
Chief Administrative Officer City of Bell 6330 Pine Ave Bell, California 90201	

Notices shall be deemed given as of the date of personal service or upon the date of deposit in the course of transmission with the United States Postal Service.

6.3 Effect of Waiver. The failure of either party to insist on strict compliance with any of the terms, covenants, or conditions of this Agreement by the other party shall not be deemed a waiver of that term, covenant, or condition, nor shall any waiver or relinquishment of any right or power at any one time or times be deemed a waiver or relinquishment of that right or power for all or any other times.

6.4 Partial Invalidity. If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions shall nevertheless continue in full force without being impaired or invalidated in any way.

6.5 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of California, which are in full force and effect as of the date of execution.

6.6 Independent Legal Advice. City and Belcher represent and warrant to each other that each has received legal advice from independent and separate legal counsel with respect to the legal effect of this Agreement and, City and Belcher further represent and warrant that each has carefully reviewed this entire Agreement and that each and every term thereof is understood and that the terms of this Agreement are contractual and not a mere recital. This Agreement shall not be construed against the party or its representatives who drafted it or who drafted any portion thereof.

IN WITNESS WHEREOF, the City of Bell has caused this Agreement to be signed and executed on its behalf by its Mayor, and duly attested by its City Clerk, and Belcher has signed and executed this Agreement, the day and year below written.

[SIGNATURES ON FOLLOWING PAGE]

CITY OF BELL

_____

Mayor Ali Saleh

INTERIM POLICE CHIEF

_____

Steven R. Belcher

ATTEST:

_____

Rebecca Valdez, City Clerk

APPROVED AS TO FORM

_____

David J. Aleshire, City Attorney

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 12th DAY OF OCTOBER 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 12th day of October 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 12th DAY OF OCTOBER 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 12th day of October 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 with the following directives: 1) Change the term of the contract to a month to month term; 2) Have a consistency on page 36 on all the contracts being proposed; 3) Clarification on page 37 regarding the reimbursable expenses; 4) Ensure that the contractor understand the clauses in sections 4 and 5; 5) Verify if the city has complied with section 9.2 regarding the books and records; 6) Provide the addresses on page 43 regarding the notices; and 7) Reflect the compensation amount correctly.

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. Rodriguez 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 12th DAY OF OCTOBER 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 12th day of October 2011 by the following vote.

AYES:

NAES:

ABSTAIN:

ABSENT:

_____
Rebecca Valdez, CMC, City Clerk

General

Warrants for

September 28 – October 12, 2011

CHECK NO	DATE	BATCH	VENDOR/DESCRIPTION	AMOUNT
48504	09/28/11	111001	CITY OF BELL PAYROLL FUND PAYROLL DEPOSIT-PAY OF 9/30/11	275,163.90
48505	09/28/11	111001	WELLS FARGO BANK W.C. ACCT REPLENISH CK#6033-36 W.C. ACCT REPLENISH CK#6037-39	8,188.38
48506	09/29/11	111001	VOID VOID-TEST PRINT	0.00
48507	09/29/11	111001	VOID VOID-TEST PRINT	0.00
48508	09/29/11	111001	AT&T-LONG DISTANCE TELEPHONE BILLING-8/4-9/2/11 VARIOUS ACCOUNTS	17.86
48509	09/29/11	111001	THE GAS COMPANY GAS BILLING-8/11-9/12/11 4357 GAGE AVE-SK8 PARK GAS BILLING-8/11-9/13/11 MULTIPLE ADDRESSES	254.08
48510	09/29/11	111001	GOLDEN STATE WATER COMPANY WATER BILLING-8/24-9/8/11 6522 ATLANTIC AVE WATER BILLING-8/19-9/22/11 7006 WALKER AVE-RSAP WATER BILLING-8/18-9/21/11 4400 GAGE AVE-FOOD STATION	163.51
48511	09/29/11	111001	SOUTHERN CALIFORNIA EDISON ELECTRICAL BILLING-8/22-9/21 5007 FLORENCE PED ELECTRICAL BILLING-6/30-9/19 VARIOUS STREET LIGHT LOCATIONS ELECTRICAL BILLING-8/8-9/8/11 6707 BEAR AVE-CAMP LITTLE BEAR	13,628.37
48512	09/30/11	111001	WELLS FARGO BANK W.C. ACCT REPLENISH CK#6040-45	402.18
48513	10/06/11	111001	VOID VOID-TEST PRINT	0.00
48514	10/06/11	111001	VOID VOID-TEST PRINT	0.00
48515	10/06/11	111001	AT&T MOBILITY TELEPHONE BILLING-8/21-9/20/11 DISPATCH-BELL P.D. TELEPHONE BILLING-8/24-9/23/11 POLICE CAR MODEMS-BELL P.D.	1,071.85

CHECK NO	DATE	BATCH	VENDOR/DESCRIPTION	AMOUNT
48516	10/06/11	111001	GOLDEN STATE WATER COMPANY WATER BILLING-8/24-9/27/11 5234 GAGE AVE WATER BILLING-8/24-9/27/11 4403 GAGE AVE WATER BILLING-8/24-9/27/11 6330 PINE AVE WATER BILLING-8/24-9/27/11 6250 PINE AVE WATER BILLING-8/24-9/27/11 6301 CLARKSON WATER BILLING-8/24-9/27/11 4200 GAGE AVE WATER BILLING-8/24-9/27/11 3782 GAGE AVE WATER BILLING-8/24-9/27/11 4460 GAGE AVE WATER BILLING-8/24-9/27/11 ATLANTIC & GAGE WATER BILLING-8/24-9/27/11 4377 GAGE AVE WATER BILLING-8/24-9/27/11 6500 WILCOX AVE WATER BILLING-8/24-9/27/11 RIVER DR/SOUTHALL LN WATER BILLING-8/24-9/27/11 6526 WILCOX AVE WATER BILLING-8/24-9/27/11 6420 WILCOX AVE	6,417.36
48517	10/06/11	111001	GOLDEN STATE WATER COMPANY WATER BILLING-8/24-9/27/11 6707 FP BEAR AVE WATER BILLING-8/24-9/27/11 6707 BEAR AVE WATER BILLING-8/24-9/27/11 6707 IRR BEAR AVE WATER BILLING-8/24-9/27/11 6702 FP ORCHARD WATER BILLING-8/24-9/27/11 FLORENCE AVE & CHANSLOR WATER BILLING-8/24-9/27/11 FLORENCE & WALKER WATER BILLING-8/24-9/27/11 5320 GAGE AVE WATER BILLING-8/24-9/27/11 6330 PINE AVE WATER BILLING-8/24-9/27/11 ATLANTIC & BECK	2,563.09
48518	10/06/11	111001	PRINT & MAIL 4U DEPOSIT-MAIL HOUSE DIST SVCS	1,134.00
48519	10/06/11	111001	SOUTHERN CALIFORNIA EDISON	4,237.57

CHECK NO	DATE	BATCH	VENDOR/DESCRIPTION	AMOUNT
			ELECTRICAL BILLING-8/16-9/16 4357 GAGE AVE-SKB PARK ELECTRICAL BILLING-8/1-9/1/11 VARIOUS ADDRESSES ELECTRICAL BILLING-8/15-9/14 6901 1/2 RIVER DR	
48520	10/06/11	111001	STANDARD INSURANCE COMPANY LIFE/ACCIDENTAL INS-SEP'11 LIFE/ACCIDENTAL INS-OCT'11	2,050.00
48521	10/06/11	111001	TELEPACIFIC COMMUNICATIONS TELEPHONE BILLING-9/23-10/22 BELL P.D.	3,698.44
48522	10/06/11	111001	VISION SERVICE PLAN (CA) VISION INS CLAIMS-SEP'11	993.84
48523	10/06/11	111001	WELLS FARGO BANK W.C. ACCT REPLENISH CK#6046-69	11,566.48
48524	10/06/11	111001	WELLS FARGO REMITTANCE CENTER NATURAL GAS BILLING COMMUNITY CENTER/BELL P.D.	449.24
48525	10/12/11	111002	VOID VOID-TEST PRINT	0.00
48526	10/12/11	111002	VOID VOID-TEST PRINT	0.00
48527	10/12/11	111002	ADMIN SURE W.C./LIABILITY SVCS-OCT'11	2,520.00
48528	10/12/11	111002	AMERICAN PAPER PLASTIC JANITORIAL SUPPLIES-GENERAL	2,653.99
48529	10/12/11	111002	AMERICAN RENTALS, INC. EQUIPMENT RENTAL-9/14/11 WEED MAINT-CHANSLOR & FLORENCE	108.68
48530	10/12/11	111002	ANGEL'S SANDBLASTING INC. REFUND-DEPOSIT TUP#2011-27	500.00
48531	10/12/11	111002	AT&T TELEPHONE BILLING-BELL P.D. 6/7-7/7/11 8/7-9/6/11 9/7-10/6/11 TELEPHONE BILLING-GENERAL 5/2-7/1/11 8/2-10/1/11	11,208.96
48532	10/12/11	111002	AZTECA LANDSCAPE LANDSCAPE MAINT-SEP'11	6,400.00

CHECK NO	DATE	BATCH	VENDOR/DESCRIPTION	AMOUNT
			MEDIANS & SLOPES LANDSCAPE MAINT-SEP'11 VETERANS PK	
48533	10/12/11	111002	CHANGE COMMUNITIES CITY CLERK WEBSITE SVCS-SEP'11	300.00
48534	10/12/11	111002	CITY OF HUNTINGTON PARK WATER BILLING-3/5-9/5/11 CARMELITA & RANDOLPH	259.73
48535	10/12/11	111002	CITY OF INGLEWOOD CITATION PROCESSING-JUN'11 CITATION PROCESSING-JUL'11	2,947.86
48536	10/12/11	111002	L.A. COUNTY ANNUAL HEALTH PERMIT-C.CTR	348.00
48537	10/12/11	111002	ARNE CROCE INTERIM CAO SVCS-9/16-30/11	7,000.00
48538	10/12/11	111002	CSG CONSULTANTS, INC. PLAN CHECK SVCS-8/1-31/11 PC#45380	1,359.02
48539	10/12/11	111002	DAILY JOURNAL CORP. HEARING NOTICE-CUP#2011-02	307.75
48540	10/12/11	111002	DATASTREAM BUSINESS SOLUTIONS, SOFTWARE MAINT AGMT-10/1-12/31 OPERATING SYSTEM & UTILITIES APPLICATION SOFTWARE HP ELOQUENCE HP9000/D210 PROGRAMMING-8/1-31 ACCOUNTS PAYABLE-2009 10995	1,242.50
48541	10/12/11	111002	DIRECTV SATELLITE SVCS-7/22-9/21/11 CITY HALL/BELL P.D.	96.94
48542	10/12/11	111002	WENDY ESPARZA REFUND-PLAYSCHOOL/B.ESPARZA REFUND-BALLET CLASS/JS & BE	110.00
48543	10/12/11	111002	MAYAHUEL ESPINOZA REFUND-PLAYSCHOOL/O.ESPINOZA	50.00
48544	10/12/11	111002	NORDIS PARENTE BUSINESS CARDS-CODE ENFOR/M.D.	48.94
48545	10/12/11	111002	FIRST 5 LA REFUND-HALL RENTAL DEPOSIT 8/15/11-COMMUNITY MEETING	100.00
48546	10/12/11	111002	FLATIRON CAPITAL	23,305.45

CHECK NO	DATE	BATCH	VENDOR/DESCRIPTION	AMOUNT
			2011-2012 LIABILITY INSURANCE 4TH INSTALLMENT PAYMENT	
48547	10/12/11	111002	ERICA HERNANDEZ REFUND-HALL RENTAL DEPOSIT9/17	300.00
48548	10/12/11	111002	HUB INTERNATIONAL INSURANCE LIABILITY INSURANCE-C.CTR JULY-AUG 2011	1,320.03
48549	10/12/11	111002	INTERWEST CONSULTING GROUP INC PLAN CHECK SVCS-8/1-31/11 PC#45399	871.61
48550	10/12/11	111002	KELDON PAPER COMPANY PAPER-C.H. COMPUTER PAPER-C.H.	1,174.01
48551	10/12/11	111002	ANANCA LARIOS PETTY CASH REIMB-C.H.	730.74
48552	10/12/11	111002	LEAD TECH ENVIRONMENTAL LEAD/ASBESTOS TESTING 4818 BECK AVE-J.GOMEZ LEAD/ASBESTOS TESTING 4874 GAGE AVE #16-R.READCH	1,230.00
48553	10/12/11	111002	LEADING EDGE SOUND & SECURITY AUDIO/VIDEO SYS SVC AGREEMENT 2ND QUARTER BILLING-LB PK AUDIO/VIDEO SYS SVC AGREEMENT 3RD QUARTER BILLING-LB PK	900.00
48554	10/12/11	111002	LORMAN EDUCATION SERVICES REGISTRATION-SEMINAR 11/15 EP	319.00
48555	10/12/11	111002	MACIAS GINI & O'CONNELL LLP PROFESSIONAL SERVICES-8/31/11 AUDIT OF FINANCIAL STATEMENTS	8,440.00
48556	10/12/11	111002	MEDINA CONSTRUCTION SIDEWALK REPAIRS-4150 GAGE AVE TREE TRIM SIDEWALK REPAIRS-3720 WEIK AVE REMOVE TREE	3,394.75
48557	10/12/11	111002	NEXTEL COMMUNICATIONS CELLULAR BILLING-7/2-8/1/11 BCHA/BELL P.D. CELLULAR BILLING-8/2-9/1/11 BCHA/BELL P.D.	501.37
48558	10/12/11	111002	OCE IMAGISTICS INC. COPIER MAINT-8/1-31 LB PK COPIER MAINT/SUPP-8/1-31 LB PK	1,321.52

CHECK NO	DATE	BATCH	VENDOR/DESCRIPTION	AMOUNT
			COPIER MAINT-9/1-11/30/11 CH COPIER MAINT/SUP-7/1-11/30 CCT COPIER MAINT/SUP-7/1-10/31 VPK	
48559	10/12/11	111002	PRAXAIR DISTRIBUTION INC EQUIPMENT RENTAL-C. CTR	37.20
48560	10/12/11	111002	QUICK DISPENSE MISC SUPPLIES-C. H.	117.92
48561	10/12/11	111002	RSCC ENGINEERING, INC ENGINEERING SVCS-9/17-27/11 STREET REHAB PROJ-FILMORE	9,025.00
48562	10/12/11	111002	SAM'S CLUB MISC SUPPLIES-C. CTR/SNACK BAR	1,783.07
48563	10/12/11	111002	STANLEY PEST CONTROL CO PEST CONTROL-9/11 3700 GAGE AVE-DEBS PK PEST CONTROL-9/11 6707 BEAR AVE-LB PK PEST CONTROL-9/11 6326-6330 PINE AVE-PD & CH PEST CONTROL-9/11 6250 PINE AVE-C. CTR PEST CONTROL-9/11 6326-6330 PINE AVE-PD & CH PEST CONTROL-9/11 4357 GAGE AVE-SKB PK PEST CONTROL-9/11 6526 WILCOX AVE-VETS PK PEST CONTROL-9/11 5320 GAGE AVE-CITY YARD PEST CONTROL-9/11 7100 WALKER AVE-RSAP PEST CONTROL-9/11 4400 GAGE AVE-FOOD STATION PEST CONTROL-9/11 4974 GAGE AVE-BMHP	434.00
48564	10/12/11	111002	ROSEMARY TAJIBOY REFUND-PLAYSCHOOL/O. GUERRERO	50.00
48565	10/12/11	111002	TNT FIREWORKS REFUND-DEPOSIT TUP#2011-16 -19	2,000.00
TOTAL	62 CHECKS			426,818.19
*W0000637	10/04/11	111003	CITY OF BELL PAYROLL FUND FICA & MEDI TAXES-PAY 9/30/11	10,927.37
W0000638	10/06/11	111003	CAL-PUBLIC EMPLOYEE RETIREMENT RETIREMENT PYT-PAYROLL 9/30/11	78,822.52

CHECK NO	DATE	BATCH	VENDOR/DESCRIPTION	AMOUNT
			NORMAL, HOLIDAY & UNIFORM PAY	
TOTAL		2 WIRES		89,749.89
TOTAL				516,568.08

CRA-
Community Redevelopment Agency
Warrants for

September 28 - October 12, 2011

CHECK NO	DATE	BATCH	VENDOR/DESCRIPTION	AMOUNT
5470	10/12/11	111012	VOID VOID-TEST PRINT	0.00
5471	10/12/11	111012	VOID VOID-TEST PRINT	0.00
5472	10/12/11	111012	ROSENOW SPEVACEK GROUP IPLEM PLAN/PROF SVCS-8/11-29	3,885.00
TOTAL	3 CHECKS			3,885.00

BCHA -
Bell Community Housing Authority

Warrants for

September 28 – October 12, 2011

CHECK NO	DATE	BATCH	VENDOR/DESCRIPTION	AMOUNT
1553	09/29/11	111021	VOID VOID-TEST PRINT	0.00
1554	09/29/11	111021	VOID VOID-TEST RPINT	0.00
1555	09/29/11	111021	VOID VOID-TEST PRINT	0.00
1556	09/29/11	111021	VOID VOID-TEST PRINT	0.00
1557	09/29/11	111021	SOUTHERN CALIFORNIA EDISON ELECTRICAL BILLING-8/18-9/19 6304 KING AVE-BCHA	11.05
1558	09/29/11	111021	SOUTHERN CALIFORNIA EDISON ELECTRICAL BILLING-8/12-9/13 6633 PINE AVE HSE-BCHA	47.88
1559	09/29/11	111031	CONSOLIDATED DISPOSAL SRVS#902 WASTE/RECYCLING SVCS-SEP'11 4874 GAGE AVE-BMHP	2,787.41
1560	09/29/11	111031	THE GAS COMPANY GAS BILLING-8/11-9/12/11 6503 WILCOX AVE-BMHP	447.98
1561	09/29/11	111031	SOUTHERN CALIFORNIA EDISON ELECTRICAL BILLING-8/2-31/11 4874 GAGE AVE-BMHP	2,523.10
1562	10/06/11	111031	VOID VOID-TEST PRINT	0.00
1563	10/06/11	111031	VOID VOID-TEST PRINT	0.00
1564	10/06/11	111031	AT&T TELEPHONE BILLING-8/4-9/3/11 BELL MOBILE HOME PARK	132.59
1565	10/06/11	111031	THE GAS COMPANY GAS BILLING-8/9-9/9/11 4874 GAGE AVE-BMHP	701.07
1566	10/06/11	111031	GOLDEN STATE WATER COMPANY WATER BILLING-8/19-9/21/11 4874 GAGE AVE-BMHP WATER BILLING-8/19-9/21/11 4874 GAGE AVE-BMHP	8,502.08
1567	10/06/11	111031	SOUTHERN CALIFORNIA EDISON ELECTRICAL BILLING-8/26-9/28	1,948.51

CHECK NO	DATE	BATCH	VENDOR/DESCRIPTION	AMOUNT
			5162 FLORENCE AVE-MMHP/FVMHP	
1568	10/06/11	111031	SOUTHERN CALIFORNIA EDISON ELECTRICAL BILLING-8/27-9/28 5162 FLORENCE AVE-DRMHP/FVMHP	8,768.59
1569	10/12/11	111022	VOID VOID-TEST PRINT	0.00
1570	10/12/11	111022	VOID VOID-TEST PRINT	0.00
1571	10/12/11	111022	CITY OF BELL REIMB-BCHA TO GEN NEXTEL BILL CELL BILLING-7/2-8/1/11 REIMB-BCHA TO GEN NEXTEL BILL CELL BILLING-8/2-9/1/11	446.77
1572	10/12/11	111022	NORDIS PARENTE RECEIPT BOOKS-BCHA	309.94
1573	10/12/11	111022	HECTOR E. GIRON GARDENING SVCS-SEP'11 VARIOUS BCHA PROPERTIES(14)	960.00
1574	10/12/11	111032	AMERICAN PAPER PLASTIC JANITORIAL SUPPLIES-FVMHP	226.28
1575	10/12/11	111032	CITY OF BELL REIMB-BCHA TO GENERAL VARIOUS EXPENDITURES 5/13/11 REIMB-BCHA TO GENERAL VARIOUS EXPENDITURES 7/15/11 REIMB-BCHA TO GENERAL VARIOUS EXPENDITURES 8/4/11	570.67
1576	10/12/11	111032	LIDIA CRUZ REFUND-BMHP CLUBHOUSE 9/25/11	25.00
1577	10/12/11	111032	EMMA DIAZ REFUND-FVMHP CLUBHOUSE 9/10/11	25.00
1578	10/12/11	111032	G.T. CONSTRUCTION & LANDSCAPING LANDSCAPING SVCS-SEP'11 4874 GAGE AVE-BMHP LANDSCAPING SVCS-SEP'11 5162 FLORENCE AVE-FVMHP	2,960.00
1579	10/12/11	111032	MARIA SAAVEDRA REFUND-FVMHP CLUBHOUSE 9/3/11	25.00
TOTAL		27 CHECKS		31,418.92

City of Bell
Agenda Report

DATE: October 12, 2011

TO: Mayor and Members of the City Council

FROM: Carlos Alvarado, City Engineer

APPROVED BY: Arnie Croce, Interim Chief Administrative Officer

SUBJECT: Capital Reserve agreement for Proposition "C" Local Return Funds

RECOMMENDATION:

City Council approve the Agreement between City of Bell and Los Angeles County Metropolitan Transportation Authority (LACMTA) for use of Local Return Capital Reserves.

BACKGROUND:

In March of this year, the City received notification from Metro that $286,517 of proposition C Funds were in jeopardy of lapsing if these funds could not be extended prior to June 30th, 2011. City's consultant, Diana Cho and Metro Program Manager, Susan Richan exchanged e-mails and concluded that a method of preserving the funds from lapsing (see attached e-mail) was to submit a Form A for a Public Works Project which could be delayed beyond the June 30th date through a mutual Agreement. The Agreement known as Capital Reserve Agreement allows the City to preserve the fund thru June 30th, 2014. The funds are to implement a project to install missing pavement markers on arterial roadways, i.e. Atlantic Ave., Gage Ave., Florence Ave., Eastern Ave. and Wilcox Ave.

FINANCIAL IMPACT

The project is funded in the current City Budget FY 2011-2012. If for any reason the project is not completed before June 30th of next year, staff would recommend funds be carried over for the following year.

ATTACHMENTS

E-Mail from Susan Richan from Metro, Dated 3/28/11
Letter from Susan Richan from Metro, Dated 8/1/11
Capital Reserve Agreement

From: deecho@aol.com
To: RichanS@metro.net
Bcc: DEECHO@aol.com
Subject: Re: City of Bell Lapsing of Prop C Funds
Date: Fri, Apr 15, 2011 3:12 pm
Attachments: StripingProject-Gage_Ave__Atlantic_Ave___Florence_-form_A_CapitalReserve.xls (75K)

Good Afternoon Susan.
The City of Bell would like to establish a Capital Reserve Fund for the Striping Project-Gage Avenue, Atlantic Avenue, and Florence Avenue Project 440-04.
This project was previously approved as a new project for FY 2010-2011.
Please let me know if it is possible to put these funds into Capital Reserve in order to avoid lapsing of Prop C funds?
Thank you.

Diana Cho
Consultant
City of Bell
(323) 588-6211 ext. 222

-----Original Message-----
From: Richan, Susan <RichanS@metro.net>
To: 'deecho@aol.com' <deecho@aol.com>
Sent: Mon, Mar 28, 2011 5:22 pm
Subject: RE: City of Bell Lapsing of Prop C Funds

Submit a Form A for the Capital reserves and I'll see what I can do.

Susan Richan
Planning Manager, LACMTA
One Gateway Plaza (MS 99-24-4)
Los Angeles, CA 90012

tel#: (213) 922-3017

From: deecho@aol.com [mailto:deecho@aol.com]
Sent: Monday, March 28, 2011 4:51 PM
To: Richan, Susan
Subject: City of Bell Lapsing of Prop C Funds

Good afternoon Susan
I have received your letter for the City of Bell regarding the lapsing of funds on June 30, 2011.
We need to spend a minimum of $286,517 in order to avoid lapse. The City has expended $177,137 year to date.
Due to the difficulties in starting new projects due to the turmoil in the City, would it be possible to put any of the funds into Capital Reserves or is it too late?
Please let me know.
Thank you,
Diana Cho

Los Angeles County
Metropolitan Transportation Authority

One Gateway Plaza
Los Angeles, CA 90012-2952

213.922.2000 Tel
metro.net

Metro

August 1, 2011

Mr. Carlos Alvarado
City Engineer
City of Bell
6330 Pine Avenue
Bell, CA 90201-1291

Subject: Capital Reserve – Capital Reserve Agreement

Dear Mr. Alvarado,

Enclosed are three original Capital Reserve Agreements (CRA) between our agencies for use of Local Return capital reserves. These were developed as a result of your jurisdiction's request to establish a capital reserve from you Proposition A and or Proposition C Local Return funds (Form A). The Los Angeles County Metropolitan Transportation Authority (LACMTA) Board approved your request, via Board Item #12, on June 23, 2011.

Our legal counsel has signed, and now your agency needs to sign all originals, to be returned back to LACMTA for further processing. Our Chief Planning Officer, or designee, will then sign the originals, and I will return one of them back to you for your files.

Please note the termination date for your CRA. Should your Proposition C funded project need an additional time extension, contact LACMTA approximately three months before the deadline so that an extension may be made.

Should you have any questions or concerns, please contact me at (213) 922-3017 or e-mail me at RichanS@metro.net.

Sincerely,

Susan Richan
Program Manager

Enclosures

CAPITAL RESERVE AGREEMENT

This Capital Reserve Agreement (this "Agreement") is entered into as of June 30, 2011, by and between the Los Angeles County Metropolitan Transportation Authority ("LACMTA") and the City of Bell (the "City").

RECITALS:

A. The City receives Proposition C local return funds (the "Local Return Funds") from LACMTA.

B. Pursuant to the Proposition A and Proposition C Local Return Guidelines (the "Guidelines"), which are incorporated herein by reference, the City has three years, beginning the last day of the Fiscal Year in which funds were originally allocated, to expend the Local Return Funds. By method of calculation, each jurisdiction has three years plus the Fiscal Year of allocation to expend the Local Return funds. This period is identified in the Guidelines as Timely Use of Funds.

C. As of Fiscal Year 2010-11, the City desires to commit and accumulate its Local Return Funds beyond the Timely Use of Funds period in order to provide the funds for a future local match for the Gage Ave, Atlantic Ave and Florence Ave Project as more particularly described in City's project description attached hereto as Exhibit A (the "Project").

D. The LACMTA Board at its June 23, 2011, board meeting approved the City's establishment of a capital reserve fund for the Project.

NOW, THEREFORE, the parties hereby desire to agree to the following terms and conditions:

AGREEMENT

1. The City acknowledges that establishing a capital reserve fund for the Project constitutes a long term financial and planning commitment.

2. The City shall establish a separate interest bearing account or sub-account to be designated as the Capital Reserve Account for the Project. The City desires to set aside $100,000 of its Local Return Funds into the Capital Reserve Account. Commencing with Fiscal Year 2010-11 and for each Fiscal Year thereafter, the City shall deposit into the Capital Reserve Account the amount specified in its Project Annual Update submitted to LACMTA for that fiscal year, provided, however, if the City fails to submit its Project Annual Update, the City shall deposit into the Capital Reserve Account its Local Return Funds in an amount equal to the amount deposited into the Capital Reserve Account for the immediately preceding fiscal year. In no event will the total aggregate amount deposited by City into the Capital Reserve Account exceed $100,000.

3. All interest accruing on the Capital Reserve Account shall remain in such account.

4. The City shall complete the Project by June 30, 2014. If the Project is not completed by this date, any unexpended funds shall lapse and be returned to LACMTA for further programming.

5. The City shall comply with all terms and conditions for the Capital Reserve Account as provided in the Proposition A and Proposition C Local Return Guidelines, including, without limitation, the following:

   A. Each fiscal year, submitting the following items:

      (i) an updated Project Description Form (Form A); and
      (ii) an Annual Project Update (Form B), including the amount to be reserved and the current project status;

   B. Every three years commencing with the Commencement Date of this Agreement, LACMTA will evaluate the Capital Reserve Account, the status of the Project and the projected amount of available funds. Based on this evaluation, LACMTA may require the City to take certain actions including, without limitation, terminating the Capital Reserve Account.

   C. If the City uses the Local Return Funds in the Capital Reserve Account for a project different from the Project described above, the City shall return an amount equal to the improperly used funds to the Proposition A or Proposition C Central Account held by LACMTA. If the City fails to return the amount within 30 days from the date LACMTA notifies City that it must return the funds, the City hereby authorizes LACMTA to offset future Local Return allocations to the City in an amount equal to the improperly used funds.

   D. If the City fails to complete the Project as specified by the date in paragraph 4 above, the Local Return Funds in the Capital Reserve Account may be subject to lapse unless otherwise agreed to in writing by the parties.

   E. If the Project is a rail project, LACMTA may decide that the rail corridor is no longer a high priority. LACMTA can then terminate this Agreement and the City shall:

      (i) close the Capital Reserve Account and return the outstanding balance of the Capital Reserve Account, including accrued interest (the "Returned Funds"), to the City's local return account; and
      (ii) reprogram the Returned Funds to be used within three years from the termination date of this Agreement. Any funds remaining after such three-year period shall lapse.

F. If the City, independent of LACMTA action, desires to reprogram all or part of the funds in the Capital Reserve Account, the City must prior to such reprogramming, receive LACMTA's written approval. The City shall provide LACMTA with notice of its desire to reprogram the funds in the Capital Reserve Account and indicate the proposed use of the funds to be reprogrammed and the effect of such reprogramming on the Project. LACMTA approval may be based on, among other things, whether after exhausting all Local Return funds, additional funds are necessary to meet the City's critical immediate or pending transit needs. If LACMTA approves reprogramming the funds, this Agreement shall be amended or terminated as appropriate. If LACMTA does not approve reprogramming the funds, the City must continue the Capital Reserve Account as provided herein or draw the funds down for LACMTA approved capital related project.

6. This Agreement shall commence on June 30, 2011. This Agreement shall continue until such time as terminated by either party with a 30 day written notice under the conditions set forth in the Proposition A and Proposition C Local Return Guidelines.

IN WITNESS WHEREOF, the parties have executed this Capital Reserve Agreement by their duly authorized representatives as of the date above.

City of Bell

By:_____

Name:_____

Its:_____

Approved as to form:

_____

Name:_____

Its:_____

Los Angeles County Metropolitan Transportation Authority

By:_____

Name:_____

Its:_____

Approved as to form:

Andrea Sheridan Ordin
County Counsel

By:_____

Deputy

LOS ANGELES COUNTY
METROPOLITAN TRANSPORTATION AUTHORITY
Proposition A and Proposition C Local Return Program

Form A

PROJECT DESCRIPTION FORM

(Required for all new and amended projects)

Local Jurisdiction			Fiscal Year
Bell			2010-2011
Contact Person	**Telephone No.**	**Extension**	**E-Mail Address**
CARLOS ALVARADO	(626) 960-1889		rsccengr@aol.com

Project Title

STRIPING PROJECT - GAGE AVE., ATLANTIC AVE., & FLORENCE AVE.

Project Code:	440	Category:	*Street Repair And Maintenance*			
Sequence Number:	04	Type:	☑ Capital ☐ Operating	☐ New ☑ Amended	Est Start Date:	10/1/2011
					Est Compl Date:	10/31/2012

Project Description and Justification

Replace all raised pavement markers that are missing from arterial roadways. MTA Bus Routes: 110, 111, 260, 711, and 762.

Project Revenues

Fund Source(s)	Proposition A Amount	Proposition C Amount	Other Amount	Total
Local Return		100,000		100,000
Project Generated Revenue				-
Other (Specify)				-
Total Project Revenues	-	100,000	-	100,000

Accessibility Features (For Bus Stop Improvement Projects only)

☐ Curb Cut ☐ Bus Pad ☐ Installation Sidewalk ☐ Removal of sidewalk Barrier

☑ For Bikeways and Pedestrian Improvements, Street Repair and Maintenance or Street Improvement projects (project codes 430, 440 or 450), please check to indicate a **Pavement Management System (PMS) Self Certification Form** (See Appendix III) has been submitted to LACMTA.

☐ For Intelligent Transportation Systems (ITS) projects, or projects which include an ITS element, please check box to indicate a **Self Certification Form** (See Appendix VI) has been completed and submitted to Metro.

Pedro Carmona	Interim Chief Administrative Officer	4-15-11
Authorized Signature	Title	Date

City of Bell
Agenda Report

DATE: October 12, 2011

TO: Mayor and Members of the City Council

FROM: Carlos Alvarado, City Engineer

APPROVED BY: Arne Croce, Interim Chief Administrative Officer

SUBJECT: Extension of Services Agreement for West Coast Arborists, Inc. – From July 1st to June 30, 2012

RECOMMENDATION:

Authorize the Chief Administrative Officer to execute an amendment, upon approval as to form by the City Attorney, extending the Agreement with West Coast Arborists, Inc. (WCA) to continue providing tree maintenance services through June 30, 2012 in an amount not to exceed $130,000. These services are budgeted (Account No. 45-525-3740-0235.)

BACKGROUND:

In January 2004, under the Consent Calendar, the City approved a Tree Maintenance Agreement with WCA to provide tree maintenance services, at a cost not to exceed $130,000. WCA's contract expired on June 30, 2010. Since the expiration of the Agreement, and on a limited basis, WCA has continued providing tree maintenance. As per the attached letter from WCA dated April 6, 2011, WCA has confirmed its willingness to continue with the tree maintenance at the same unit prices. Staff is requesting that the WCA contract be extended for an additional period starting July 1st, 2011 through June 30, 2012. This will allow Staff time to prepare an RFP and return to Council with a recommendation. WCA is qualified to continue with the contract.

THAT THE CITY COUNCIL BY MOTION:

1. Authorize the Chief Administrative Officer to execute an amendment, upon approval as to form by the City Attorney, extending the exiting agreement with West Coast Arborist, Inc., in an amount not to exceed $130,000 for Fiscal Year 2011-2012

ATTACHMENTS

Amendment No. 1 to Maintenance Agreement
West Coast Arborist, Inc.- Confirmation Letter, Dated April 6, 2011
West Coast Arborist, Inc. Tree Maintenance Agreement (copy unsigned by City)

AMENDMENT NO. 1 TO SERVICES AGREEMENT (NPDES)
BETWEEN CITY OF BELL AND PUBLIC ENGINEERING SERVICES INC.

This AMENDMENT NO. 1 TO SERVICES AGREEMENT-NPDES ("Amendment") is made and entered into effective as of April 27, 2011 ("Effective Date") by and between the City of Bell, a municipal corporation (the "City") and Public Engineering Services, Inc. ("Consultant"). The City and Consultant are hereinafter collectively referred to as "Parties."

RECITALS

A. On or about January 5, 2004, a Services Agreement by and between the City and Consultant, hereinafter referred to as "Agreement," was executed between the City and PES for the provision of NPDES services as described therein ("Services").

B. The initial term of the Agreement ended on June 30, 2011. City and Consultant have informally arranged for Contractor to continue providing Services since that time. Contractor has been paid in full for all services performed, including services performed since June 30, 2011.

C. City and Contractor now desire to enter into this amendment to extend the existing Agreement until the City completes a bid process for continuation of NPDES services.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants, promises, and agreements set forth, the Parties agree as follows:

Section 1. Amendments to the Agreement.

The Parties agree to amend Section 5 of the Agreement, "Term of Agreement" to read, in its entirety:

> This contract shall be in effect from the effective date until June 30, 2012. From July 1, 2011 to June 30, 2012, the rate of compensation shall be:
>
> As "Schedule of Compensation", Exhibit "A"

Section 2. Remaining Portions of the Agreement.

Except as otherwise expressly set forth in this Amendment No. 1, all other provisions of the Agreement, as amended, remain unchanged and in full force and effect between the City and the Contractor.

IN WITNESS WHEREOF, the Parties have caused this Amendment to be executed the day and year first written above.

DATED: October ___, 2011

WEST COAST ARBORISTS, INC.:

_____

By: _____

DATED: October ___, 2011

CITY:
CITY OF BELL

_____

Ali Saleh, Mayor

ATTEST:

_____

Rebecca Valdez, CMC, City Clerk

APPROVED AS TO FORM:

_____

David J. Aleshire, City Attorney

April 6, 2011

City of Bell
ATTN: Pedro Carrillo, Interim Chief Administrative Officer
6330 Pine Avenue
Bell, CA 90201

RE: TREE MAINTENANCE AGREEMENT FOR FY 2011-12

Dear Mr. Carrillo,

We sincerely appreciate the work you and your staff has provided during this past several years to help make this venture a success for the residents of Bell. Since 2003, we have worked with the City to develop a "team effort" approach in the care of the Cities' urban forest.

The initial term of the contract expired on June 30, 2010 with the City having the option to continue in one-year increments upon mutual consent. The purpose of this letter is to confirm our interest in continuing the current Agreement under the same conditions, and **with no increase in price, for Fiscal Year 2011-2012.** We recognize that municipalities remain challenged by substantial reductions in revenue and increased operating costs. By not increasing the price, we can help to ease the current financial strain, promote contractor stability and guarantee residents with quality tree care & customer service.

We look forward to continuing the strong relationship built between us, and to maintaining quality urban tree care service. Should you have any questions or require additional information, please contact me at (800) 521-3714.

Sincerely,

Victor M. Gonzalez
Vice-President, Director of Marketing

West Coast Arborists, Inc.
2200 E. Via Burton Street • Anaheim, CA 92806 • 714.991.1900 • 800.521.3714 • Fax 714.956.3745

COPY

TREE MAINTENANCE AGREEMENT

THIS AGREEMENT is made and entered by and between the CITY OF BELL, a municipal corporation (hereinafter "City"), and WEST COAST ARBORISTS, INC. (hereinafter "Contractor").

WHEREAS, the City Council of the City at a meeting held on the _____ of December, 2003 authorized the Mayor and City Clerk to enter into this Contract after public bidding.

NOW, THEREFORE, it is hereby agreed by and between the parties that:

1. Defined Terms

Terms used in this Contract which are defined in the General Conditions/Specifications have the meaning assigned to them therein.

On or about November 10, 2003, the City of BELL issued its Notice Inviting Bids whereby it solicited proposals for municipal tree maintenance for fiscal years 2004-2005 THROUGH 2009-2010 with options for extensions. CONTRACTOR submitted its bid to the City of BELL on November 24, 2003, and was subsequently awarded the contract by the City of BELL.

2. Performance of Work

The Contractor shall furnish all of the labor, materials, tools, equipment, services and transportation necessary to perform all of the work described as follows: Tree trimming, tree & stump removal, and inventory services (hereinafter "work").

The Contractor shall perform all of the work in strict accordance with the Contract Documents as enumerated in Article 7 hereof.

The Contractor shall be liable to the City for any damages arising from, or as a result of, a failure to fully comply with the Contract Documents. Contractor shall not be excused with respect to any failure to so comply by any act or omission of the City, its officers, employees or agents, unless such act or omission actually prevents the Contractor from fully complying with the requirements of the Contract Documents.

3. Contract Price

The City shall pay to the Contractor for completed work as directed by the City, in accordance with the Schedule of Compensation included in the Contract Documents. Such compensation shall not exceed budgeted amount in any fiscal year (July 1 through June 30) without prior written authorization.

4. Payments

The Contractor shall submit an itemized invoice to the City on the 15th and following the close of each month. The City shall pay an invoice within thirty-five (35) days of submission or resolution of disputed items.

5. Contract Documents

The contract entered into consists of the following Contract Documents, all of which are component parts of the contract as if herein set forth in full or attached hereto:

(a) Contract

(b) Schedule of Compensation

(c) Verification of California Contractor's License

6. Independent Contractor

The Contractor is and shall at all times remain as to the City a wholly-independent Contractor. Neither the City nor any of its officers, employees, or agents shall have control over the conduct of the Contractor or any of the Contractors officers, employees, servants, agents or subcontractors, except as set forth in the Contract Documents. The Contractor shall not at any time or in any manner, represent that it or any of its officers, employees, agents, or subcontractors, are in any manner, officers, employees, agents or subcontractors of the City.

7. Indemnification

The Contractor hereby agrees to indemnify, defend and hold harmless the City, and its officers, employees, servants and agents from and against any and all claims, liability, loss, damage, cost and expense, including court costs and attorney's fees, whether or not litigation be commenced, because of injury or death to any person whomsoever or damage to any property whatsoever, arising out of or in any way connected with the performance of the work by the Contractor or any of the Contractor's officers, employees, servants or agents or any subcontractor.

The City does not, and shall not, waive any rights against Contractor which it may have by reason of the aforesaid indemnification agreement, because of the acceptance by the City, or the deposit with the City by Contractor, of any of the insurance polices specified in this Contract or other Contract Document.

The aforesaid indemnification agreement shall apply regardless of whether or not the insurance policies specified in this Contract or other Contract Document shall have been determined to be applicable to the claim, liability, loss, damage, cost or expense.

8. Insurance

The Contractor shall secure from a good and responsible company or companies doing insurance business in the State of California, pay for, and maintain in full force and effect for the duration of this Contract the policies of insurance required by this Article and shall furnish to the Department of Public Works a completed certificate of insurance together with the executed copies of this Contract.

Notwithstanding any inconsistent statement in any of said policies or any subsequent endorsement attached thereto, the protection offered by the policies shall:

(A) Name the City and its officers, employees, servants and agents as additional insured with the Contractor, whether liability is attributable to the Contractor or the City.

(B) Insure the City and the Contractor and their respective officers, employees, servants and agents while acting in the scope of their duties under this Agreement against all claims, demands, damages, liabilities, losses, costs or expenses arising from, or in any way connected with, the performance of this Agreement by the Contractor or the City.

(C) Bear an endorsement or have attached a rider, executed by a duly authorized officer of the insurance company, whereby it is provided that such policy provides primary coverage and that any other policy that may afford coverage to the City shall be excess over, and not concurrent with, such policy.

(D) Bear an endorsement or have attached a rider, executed by a duly authorized officer of the insurance company, whereby it is provided that, in the event of proposed cancellation or amendment of such policy for any reason whatsoever, the City shall be notified by certified or registered mail, postage prepaid, return receipt requested, not less than thirty (30) days before the cancellation is effective.

a. Consistent with the provisions of Paragraphs 10.1 and 10.2 of this Article, the Contractor shall provide public liability and property damage insurance as follows:

General Liability.....$ 500,000 each person

	$1,000,000	each occurrence
	$1,000,000	aggregate products and complete operations
Property Damage	$ 500,000	each occurrence
	$1,000,000	aggregate

A combined single limit policy with aggregate limits in the amount of $1,000,000 will be considered equivalent to the required minimum limits.

The public liability and property damage insurance shall specifically provide:

(A) That the City of Bell as respects any agreement, contract, activity, omission, operation or undertaking of the named insured with the City whether liability is attributable to the insured or to the City, excepting the sole negligence of the City, insofar as and to the extent that such agreement is permitted by the applicable laws. The insurance companies hereunder further agree to defend the City, including investigation and attorney's fees, until a legal determination is made that is was not obligated to do so because of the sole negligence of the City.

(B) That the contractual liability of the named insured as assumed under the terms of its contract with the City, subject to policy terms and conditions.

(C) Broad form property damage including but not limited to underground coverage, explosion and collapse.

(D) Owners or contractors protective, manufactures and contractors, and elevator liability.

(E) Minimum standards of comprehensive general and auto liability.

b. Contractor, and every subcontractor, shall provide complete workers' compensation insurance consistent with the provisions of Paragraph 10.1 of this Article, or a certificate of consent to self-insurance by the Director of Industrial Relations in accordance with the requirements of Section 3700 of the California Labor Code. Contractor shall indemnify, defend and hold harmless the City and its officers, employees, servants and agents from any claim resulting from failure of either Contractor or any subcontractor to take out or maintain such insurance. (Labor Code § 3700.)

9. Term

This contract shall be in effect from the effective date until June 30, 2010. With concurrence of both the City and the Contractor, it may be extended for an additional five (5 years) in one (1) year periods at the rates contained in the Schedule of Compensation included in the Contract Documents.

The term of this Agreement shall commence as of January 1, 2004, and continue through June 30, 2010 ("Initial Term"), with an option authorizing the Director of Public Works or his/her representative to continue said agreement up to five years on a year-to-year basis on the same terms and conditions as prescribed in this Agreement, subject to any change in the rate of compensation to be paid to CONTRACTOR as hereinafter provided. If CITY desires to exercise its renewal option, CITY shall advise CONTRACTOR in writing of its intent to extend the Agreement by not later than September 1st of the term then expiring. If CONTRACTOR desires to adjust the rates as set forth in the then current Schedule of Rates for such extension period, CONTRACTOR shall give CITY written notice of such adjustment by September 15th of the term then expiring. If CONTRACTOR gives notice of any adjustment in the Schedule of Rates, CITY may then rescind the exercise of its option, provided, however, written notice of such rescission must be issued by CITY to CONTRACTOR no later than October 1st of the term expiring.

The CITY, at its option and with CONTRACTOR concurrence, may renew this contract for an additional five-year periods, in one year increments, on the same terms and conditions as provided herein. This option may be exercised only if the CONTRACTOR demonstrates superior performance in the provision of tree maintenance services during the prior five-year contract term, assuming all of the annual renewal options were awarded.

10. City's Right To Terminate

If the Contractor refuses or fails to prosecute the work or any separable part thereof with such diligence as will insure its completion within the term specified or any extension thereof, or fails to complete said work within sueh time, or fails to perform the work in a satisfactory manner, or if the Contractor should be adjudged a bankrupt, or if he should make a general assignment for the benefit of his creditors, or if a receiver should be appointed on aecount of his insolvency, or if he should persistently or repeatedly refuse or should fail, except in cases for which extension of time is provided, to supply enough properly skilled workers or proper materials to complete the work in the time specified, or if he should fail to make prompt payment to subcontractors or for material or labor, or persistently disregard laws, ordinances or instructions of the City, or otherwise breach this contract, the Director of Public Works shall serve written notice on the Contractor of the intention that this contract be terminated together with the reasons therefor. Unless within 30 days after the service of such notice such condition or violation shall cease or satisfactory arrangements for the correction thereof be made, this contract shall upon the expiration of said 30 days, cease and terminate. In such case, Contractor shall not be entitled to receive any further payment until the work is finisbed.

In event of any such termination, the City shall immediately serve written notice thereof upon surety and Contraetor, and surety shall have the right to take over and perform this contract, provided, however, that if surety within five (5) days after service upon it of said notice of termination does not give the City written notice of its intention to take over and perform this

contract or does not commence performance thereof within ten (10) days from the date of serving such notice, the City may take over the work and prosecute the same to completion by contract or by any other method it may deem advisable for the account and at the expense of Contractor, and he and his surety shall be liable to the City for any excess cost or other damages occasioned the City thereby.

If the City takes over the work as hereinabove provided, the City may, without liability for so doing, take possession of, and utilize in completing the work, such materials, appliance, plant, and other property belonging to the Contractor as may be on the site of the work and necessary therefor.

11. Arbitration

Except as otherwise expressly provided herein, the Parties hereto agree that any claim or dispute between them arising out of or relating to the terms of this agreement shall be resolved by compulsory binding arbitration conducted by a retired Superior Court Judge of the State of California or other qualified person the Parties mutually agree upon. The claim or dispute being arbitrated shall be resolved in accordance with California law.

The arbitration proceedings shall be governed by the laws and procedures governing civil judicial proceedings in this state. Each party shall comply with all applicable laws relating to binding and compulsory arbitration, the directions given by the Arbitrator, and the provisions of this agreement. The determinations made by the Arbitrator, if within the scope of the Arbitration and the Arbitrator's function, shall be binding and conclusive on the Parties and shall be enforceable in the manner provided by law.

Arbitrator shall be selected in the following manner:

a. The party initiating the arbitration ("Initiating Party") shall prepare and submit to the other party a list ("List") containing the names of not to exceed three (3) retired Superior Court Judges, all of whom the Initiating Party believes are qualified to serve as Arbitrator. The names of the judges on the List shall be numbered consecutively.

b. The party upon whom the List is served, within ten (10) calendar days after service of the List, shall either:

   i. select one of the named retired judges to act as Arbitrator, in which case that retired judge shall serve as the Arbitrator; or

   ii. strike one (1) name from the List.

c. Upon expiration of said ten- (10-) day period, if no selection is made, the Arbitrator shall be tbe retired judge on the List with the lowest number next to his name, unless that judge's name was stricken during the ten- (10-) day period by the non-initiating party.

d. If for any reason the retired judge designated as the Arbitrator is unwilling or unable to serve as the Arbitrator, the judge on the List with the next lower number whose name was not stricken shall be the Arbitrator. In the event that none of the three retired judges named on the List are willing or able to serve as the Arbitrator, the Initiating Party shall prepare and submit a new List containing the names of not to exceed three (3) different retired judges, and the above-described procedure shall be followed until an Arbitrator is selected.

Each party hereto hereby agrees to pay one-half of the eompensation to be paid to the Arbitrator and, except as otherwise expressly provided herein, each party shall bear its own costs and expenses of arbitration, including, but not limited to, attorneys' fees and related costs.

By way of illustration, if the List served by the Initiating Party upon the other party has the name of three (3) retired judges, A, B, and C, numbered 1, 2, and 3, respectively, and number 1 is stricken, then B, Number 2, shall be deemed, for all purposes, to be the selected Arbitrator.

12. Claims

Prior to initiating any arbitration proceedings, the contractor must comply with the following procedures for all claims:

a) The claim shall he in writing and include the documents necessary to substantiate the claim. Claims must be filed on or before the date of final payment. The requirements of this section do not extend or supercede notice requirements otherwise provided by the contract for the filing of claims.

b) Within 10 days of receipt of the claim, the City may request additional documentation supporting the claim.

c) Regardless of whether the City requests additional documentation supporting the claim, the City may respond in writing to the claim within 30 days of reeeipt of the claim. If the City does not respond within said 30 day period, then the claim shall be deemed denied.

d) If the City responds in writing to the claim and the claimant disputes the written response by the City, then, upon demand by the contractor, the City may, but is not required to, schedule a meet and confer conference within 20 days of receipt of said demand.

e) This section does not change the time periods or filing requirements for filing claims against public entities as required by Government Code Section 900, et seq.

13. Waiver

No waiver of any provision of this Contract shall be deemed, or shall constitute, a waiver of any other provision, whether or not similar, nor shall any such waiver constitute a continuing or subsequent waiver of the same provision. No waiver shall be binding, unless executed in writing by the party making the waiver.

14. Notice

Whenever it shall be necessary for either party to serve notice on the other respecting the contract, such notice shall be served by registered mail, postage prepaid, return receipt requested, addressed to the Director of Public Works, 6330 Pine Avenue, Bell, CA 90201, and to the Contractor at 2200 E. Via Burton Street, Anaheim, CA 92806 unless and until different addresses may be furnished in writing by either party to the other.

Notice shall be deemed to have been served as of the third (3rd) day after the same has been deposited in the United States postal service. This shall be a valid and sufficient service of notice for all purposes.

15. Assignment

The Contractor shall not assign the performance of the contract, nor any part thereof, nor any monies due or to become due hereunder, without the prior written consent of the City. It is understood and acknowledged by the parties that the Contractor is the most responsible bidder qualified to perform the work.

Subject to the provision of this Article regarding assignment, the contract shall be binding upon the heirs, executors, administrators, successors, and assigns of the Contractor.

17. Miscellaneous Provisions

Should a change be contemplated in the name or nature of the Contractor's legal entity, the Contractor shall first notify the City in order that proper steps may be taken to have the change reflected in the Contract Documents.

The contract shall be effective from and after the date that this Contract is signed by the representatives of the City.

This Contract is made in three (3) original counterparts.

The captions of the articles, sections, subsections, paragraphs and subparagraphs of the Contract Documents are for reference only and are not to be construed in any way as a part of the contract.

The remedies contained in this Contract are cumulative, and in addition to and not in limitation of, any remedy at law or in equity to which the City may be entitled.

18. Entire Agreement

The Contract Documents integrate all terms and conditions in connection with the work called for herein and supersede all negotiations and prior understandings, either oral or in writing, in respect to the subject matter hereof.

The Contract Documents are intended to be complementary. Work required by one of the Contract Documents and not by others shall be done as if required by all.

Each and every provision of law and clause required to be inserted into the Contract Documents shall be deemed to be inserted therein, and if through mistake or otherwise any such provision is not inserted, or is not inserted correctly, then upon application of either party, the Contract Documents shall forthwith be amended in writing to make such insertion or correction.

The Contract Documents shall not be amended except by a writing duly executed by the parties.

This Contract shall be effective upon the date executed by the Mayor, which execution shall not take place until this Contract is executed by Contractor and all necessary documents are provided to City.

CONTRACTOR:

A Corporation

West Coast Arborists, Inc.
(Corporation Name)

California
(State of Incorporation)

By: Patrick Mahoney
(Person Authorized to Sign)

President
(Title)

March 4, 2004
Date

Signature

(Corporate Seal)

Attest: Rose Epperson
(Secretary)

Business address: 2200 E. Via Burton St.

Anaheim, CA 92806

Telephone Number: (800) 521-3714

March 4, 2004
Date

Signature

CITY OF BELL

By _____
Mayor

Date _____

ATTEST:

_____
City Clerk

VERIFICATION OF CALIFORNIA

CONTRACTOR'S LICENSE

I certify, under penalty of perjury, that I have a valid California Contractor's license issued pursuant to Business and Professions Code section 7000 et seq. and was so licensed at the time that the bid was awarded:

California Contractor's License:

366764	D49/C61 C27	12/31/04
License Number	Class	Expiration Date

West Coast Arborists, Inc.
CONTRACTOR (PRINT OR TYPE)

March 4, 2004
Date

Signature Patrick Mahoney, President

City of Bell
Work Summary

WorkType	Unit	FY04-05	FY05-06	FY06-07	FY07-08	FY08-09	FY09-10	FY10-11	Average
Grid/Annual Pruning	Each	2651	2890	2609	2488	2577	2625		2640
Svc Rqst Pruning >16 DSH	Each					38	6	2	22
Svc Rqst Pruning 0-6 DSH	Each					1	30		16
Svc Rqst Pruning 7-16 DSH	Each					25	5	0	15
Stump Only Removal	Dia. Inch	3		41		50			31
Tree and Stump Removal	Dia. Inch	199	222	814	630	140	352	383	393
Tree Only Removal	Dia. Inch			22					22
Plant 24" Box w/o RB	Each			2					2
Crew Rental - 1 man	Hour	6	2		5		19	4	8
Crew Rental - 2 man	Hour		24	12			6		14
Crew Rental - 3 man	Hour	39	27	6			5		19
Emergency Call Out	Hour		7	4	6	4		5	5
Total Budget Amount		**$ 125,879.00**	**$ 138,890.00**	**$ 130,751.00**	**$ 122,322.00**	**$ 124,338.00**	**$ 129,246.00**	**$ 8,855.00**	**$ 128,571.00**

Averages do not include figures from FY10-11

SCHEDULE OF COMPENSATION

	UNIT	UNIT PRICE
Grid or Annual Tree Maintenance	Each	$ 44.00
EXTRA WORK:		
Tree Raising	Each	$ 22.00
Standard Tree Inventory with Tree Maintenance Contract	Lump Sum	No Fee
Complete tree and stump removal	Inch (DBH)	$ 15.00
Stump only removal	Inch	$ 5.00
Palm Tree Skinning	Per foot	$ 7.00
Tree Planting:		
15 gallon tree with root barrier	Each	$ 95.00
15 gallon tree without root barrier	Each	$ 80.00
24 inch box with root barrier	Each	$ 195.00
24 inch box without root barrier	Each	$ 160.00
Tree Watering	Day	$ 360.00
Crew Rental (3 men, aerial unit, dump truck and chipper)	Hourly	$ 150.00
Crew Rental (2 men with equipment)	Hourly	$ 100.00
Crew Rental (1 man with equipment)	Hourly	$ 50.00
Emergency call out (Evening, Holiday And or Weekend)	Hourly	$ 200.00
Tree Maintenance - Service Requests (based on Crew Rental Rate)		
Small variety, (0-6" dbh)	per tree	$ 35.00
Medium variety, (7-16" dbh)	per tree	$ 75.00
Large variety, (over 16")	per tree	$ 155.00

West Coast Arborists, Inc.
2200 E. Via Burton Street • Anaheim, CA 92806 • 714.991.1900 • 800.521.8734 • Fax 714.956.2745

City of Bell
Agenda Report

DATE: October 12, 2011

TO: Mayor and Members of the City Council

FROM: Carlos Alvarado, City Engineer

APPROVED BY: _____
Arne Croce, Interim Chief Administrative Officer

SUBJECT: Extension of Services Agreement for Environmental Services (NPDES) National Pollutant Discharge Elimination System to Public Engineering Services, Inc. From July 1st to June 30, 2012

RECOMMENDATION:

Authorize the Chief Administrative Officer to execute an amendment, upon approval as to form by City Attorney, extending the Agreement with Public Engineering Services, Inc. to continue providing NPDES services until June 30, 2012 in an amount not to exceed $40,000.

BACKGROUND:

In April of this Year, the City approved a Services Agreement with Public Engineering Services to provide NPDES services at a cost not to exceed $20,000. This represented approximately one half of the cost of the former Consultant. Public Engineering Services was given approval at the April 27th meeting thru June 30th, 2011. Since the expiration of the Agreement, Public Engineering has continued providing NPDES Services. Staff is requesting for the current contract be extended through the end of Fiscal Year 2011-2012 or June 30, 2012. This will allow Staff time to prepare an RFP and return to the Council with recommendation for a permanent consultant. This consultant is qualified to continue with the contract and is currently providing NPDES Services to the Cities of Huntington Park and Maywood. For detail of scope of work, please see Proposal from Public Engineering Services to continue with NPDES Services.

FINANCIAL IMPACT

Funding for these services are included in the adopted 2011-12 budget. (Account No. 01-525-3200-0235.)

ATTACHMENTS

Proposal to Continue Providing Services from Public Engineering Services.
Amendment No. 1 to Service Agreement
Current Proposal from Public Engineering Services.

AGENDA ITEM NO. 6.06

July 25, 2011

Mr. Carlos Alvarado, City Engineer
City of Bell
6330 Pine Avenue
Bell, CA. 90201

PROPOSAL TO CONTINUE PROVIDING NPDES SERVICES FOR TO THE CITY OF BELL.

General Understanding and Approach:

This proposal outlines the various services that Public Engineering Services, Inc. (PES) will provide to the City of Bell to comply with the Los Angeles County Municipal National Pollutant Discharge Elimination System (NPDES) Permit and State and Federal Clean Water Act (CWA)/Water Quality regulatory programs. PES will immediately report to and seek guidance from the City staff where concerns, issues, or alternatives for additional regulatory activities occur.

The Los Angeles Countywide Municipal NPDES Municipal Storm Water Permit issued by the California Water Quality Control Board, Los Angeles Region

(Regional Board) in Order No. 01-182 (Permit) established many ongoing compliance activities both on a day to day as well as on an annual basis. While the current Permit (Order No. 01-182) is now expired, it remains effective until a new Permit is issued. The existing Permit was amended by Order R4-2009-0130, with Total maximum Daily Load (TMDL) provisions for trash in the Los Angeles River Watershed. The Regional Board has indicated that it will be incorporating all existing and new TMDLs into the new Los Angeles County NPDES Permit in addition to increasing reporting compliance and monitoring requirements. The new Permit is not expected until sometime in the next calendar next year.

The County has notified the Regional Board that it no longer will serve as the Principal Permittee for the County. The Regional Board now has to make a choice of (a) force the County to be the Principal Permittee, (b) find a substitute for the County as the Principal Permittee, (c) have water shed Principal Permittees, (d) have individual Permits for each jurisdiction (e) or have some combination of these. In

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any event, at sometime in the next year, the Permit situation could change and that could present a whole new situation for each jurisdiction to deal with for the Permit.

1. PES will assist the City in it's ongoing implementation of the primary programs under the Permit: (a) Program Management (regulatory reviews, reporting, and meetings; (b) Public Information and Participation Program; (c) industrial and Commercial Facility Inspections; (d) Development Planning Assessments; (e) Development Construction Reviews; (f) Public Agency Activities Monitoring and Reporting; and (g) Illicit Connection/Illicit Discharges tracking and investigations.

2. Assume a role in addressing special technical issues as they arise. These presently in clued: (a) Los Angeles River Trash TMDL oversight, development, and implementation; (b) Los Angeles River Metals TMDL oversight , development, and implementation; (c) Los Angeles River Monitoring Sites and Special Studies; and (d) Monitoring Permit litigation issues.

3. Future Los Angeles River Bacterial TMDL: the Regional Board expects the completion date of the Los Angeles River Bacterial TMDL to be in the near future. The City of Bell is located in segment B (upper and middle Reach 2 – Figueroa Street to Rosecrans Avenue) with the highest level of coliform bacteria in the Los Angeles River. An Implementation Plan has to be submitted by segment B agencies in 30 months after the effective date of the TMDL and complete implementation four years after the Executive Officer (EO) approval of the Implementation Plan. Regional Board will assign bacteria waste load allocations (WLA) and load allocations (LA) to each city of segment B in accordance with the dry-weather implementation plan approved. City of Bell is responsible for meeting dry-weather bacteria WLAs assigned in the Los Angeles River Bacteria TMDL. PES has been participating in meetings and work shops Cleaner Rivers through Effective Stakeholder – led TMDL (CREST) created a draft Dry-weather Implementation Plan which will serve as the template for the Regional Board's development of the LA River Bacteria TMDL Implementation Plan. The Regional Board has indicated that it will be incorporating all existing and future TMDLs into the new Los Angeles County NPDES Permit in addition to increasing reporting compliance and monitoring requirements.

4. PES will assist the City in meeting the Trash TMDL waste allocation requirements.

5. PES will assist the City in developing a monitoring and maintenance program of the full capture storm drain catch basins devices for the trash TMDL. This monitoring is mandatory by the Regional Board and the City is responsible for the maintenance of both City and County owned catch basins that are fitted with the full capture devises.

6. PES will work with the City to implement the Low Impact Development (LID) requirements on new projects and provide technical assistance in the selection of efficient structural post-construction BMPs .

Sincerely,

This section describes the primary categories of tasks and subtasks as the scope of work proposed by PES. The City of Bell may elect to have PES implement the full scope of work described or any combination of task categories.

PART I - ADMINISTRATIVE REQUIRMENTS AND REPORTING REQUIRMENTS

TASK DESCRIPTION	SCHEDULE
ANNUAL REPORT - PES will assist the City in documenting program activities undertaken during the current reproting period. Pes will collect program implementation inforamtion from appropriate City staff in support of the Annaul Report. PES will submit an electronic copy of the Annual Report to the LACDPW. Two bound copies and one CD Rom of the report will be transmitted to the City staff.	60 hours $6,480
CITY STAFF COORDINATION - PES will coordinate and provide City staff regular status reports detailing program managmentnt and overall program implementation. PES will attend meetings and training sessions. PES will document upcoming tasks that staff will have to implement. PES will work with staff to layout a schedule for accomplishing major complliance milestones associated with the Permit and TMDLS.	30 hours $3,240
CO-PERMITTEE COORDINATION - PES will coordiante with other Permittees in the Los Angeles river Watershed. Attend required meetings on behalf of the City of Bell, including monthly Executive Advisory Committee (EAC) monthly watershed Permittee meetings and quarterly Public Outreach Strategy meetings.	56 hours $6,048
NPDES NEW PERMIT DEVELOPMENT - PES will represent the City's interests at meetings pertaining to the development of the new NPDES Permit and other storm water regulations meetings. PES will review, prepare comments, attend meetings associated with the proposed new Permit and other relevant regulations. PES will discuss relavent issues with the City staff and provide recommendations to City staff.	24 hours $2,592
	170 hours $18,360

PART 2 - TMDL DEVELOPMENT

TASK DESCRIPTION	SCHEDULE
TMDL DEVELOPMENT - PES will represent the City's interests at meeting pertaining to the implementation of the Los Angeles River TMDLS. PES will review, prepare comments and attend meetings associated with the proposed Implementation and Monitoring Plans. Based on the Monitoring Program and the Special Studies for the Los Angeles River, PES will provide guidance as to source reduction strategies that the City may want to implement to reduce metals in discharges to the Los Angeles River.	124 hours $13,392
Based on past documentation, the Los Angeles River exceeds some of the Sections of the CWA, Section 303d list of water quality impairments and PES will continue to work on the various TMDL programs to assist the City in developing responsible programs. The County may not be the Permittee in the new Permit so the disposition and make-up of the new Permit is unknown at this time. The Regional Board has at least four options for the new Permit. TRASH TMDL DEVELOPMENT - PES will assist the City in monitoring of the full capture systems for the trash to comply with the Trash TMDL.	24 hours $2,592
	148 hours $15,984

PART 3 - PUBLIC EDUCATION PROGRAM

TASK DESCRIPTION	SCHEDULE
PUBLIC EDUACTION PROGRAM - PES will assist the City in coordinating and participating in the County-wide Public Education program. The County-wide program may cease and takeon another format in the near future if the County no longer is the Principal Permittee for the new Permit.	8 hours $864
	8 hours $864

PART 4 - INDUSTRIAL/COMMERCIAL FACILITIES CONTROL PROGRAM

PAGE 3 OF 5

TASK DESCRIPTION	SCHEDULE	
TRAIN STAFF - PES will train appropriate new City staff on the inspection procedures and database management. DATABASE MANAGEMENT - PES will maintain the City's database program	4 hours $432 10 hours $1,080	
	14 hours	$1,512

PART 5 - DEVELOPMENT PLANNING PROGRAM

PAGE 3 OF 5

TASK DESCRITPION	SCHEDULE	
DEVELOPMENT PLANNING PROGRAM - PES will assist City staff in the continuing implementation of the Development Planning Program. PES will work with the City staff to implement the requirements for Low Impact Development (LID) on projects and to provide technical assistance in the selection of structural post-construction BMPS, and develop an inspection program to verify maintenance and operation of the structural BMPs.	16 hours $1,728	
DPP Training - PES will conduct training of City and/or contract staff in the DPP Training.	4 hours $432	
	20 hours	$2,160

PART 6 - PUBLIC AGENCY ACTIVITIES PROGRAM

TASK DEVELOPMENT	SCHEDULE	
PUBLIC AGENCY ACTIVITIES PROGRAM - PES will conduct training of City and/or contract staff in PAAP implementation.	2 hours $216	
	2 hours	$216

PART 7 - ILLICIT CONNECTIONS/ILLICIT DISCHARGES PROGRAM PAGE 4 OF 5		
TASK DESCRIPTION	**SCHEDULE**	
IC/ID ELIMINATION PROGRAM - PES will assist the City in the continued implementation of an IC/ID Program based on the Countywide model program and Permit requirements.	6 hours $648	
TRACTING AND MAPPING IC/IDS - PES will provide oversight of the development and annual updating of a list of illegal discharges and illegal connections to the City storm drain system. PES will develop a GIS map identifying the locations of IC/ID Program within the City	7 hours $756	
IC/ID TRAINING - PES will conduct training of City and/or contract staff in IC/ID Program Implementation.	2 hours $216	
	15 hours	$1,620

SUMMARY OF RATES AND FEES

PES services persuant to this agreement will primarily be provided by at $108.00 per hour. PES will provide the tasks for a not to exceed amount of $40, 716.00. For ease of invoicing and accounting, the amount will be invoice monthly at the monthly rate of $3,476.33.

The City may choose to eliminate any of the tasks from this agreement prior to the implementation of the work. The total contract amount and the monthly amount will be adjusted as necessary to reflect the sum of the parts selected by the City .

BUDGET PROPOSAL

FISCAL YEAR 2011/1012

SECTION	BUDGET
Project Management and Reporting	$18,360
TMDL Development	$15,984
Public Education Program	$864
Industrial/Commercial Facilty Inspection Program	$1,512
Development Planning Program	$2,160
Public Agency Activities Program	$216
Illicit Connection/Illicit Discharge Elimination Program	$1,620
Total Budget	**$40,716**

AMENDMENT NO. 1 TO SERVICES AGREEMENT (NPDES)
BETWEEN CITY OF BELL AND PUBLIC ENGINEERING SERVICES INC.

This AMENDMENT NO. 1 TO SERVICES AGREEMENT-NPDES ("Amendment") is made and entered into effective as of April 27, 2011 ("Effective Date") by and between the City of Bell, a municipal corporation (the "City") and Public Engineering Services, Inc. ("Consultant"). The City and Consultant are hereinafter collectively referred to as "Parties."

RECITALS

A. On or about April 27, 2011, a Services Agreement by and between the City and Consultant, hereinafter referred to as "Agreement," was executed between the City and PES for the provision of NPDES services as described therein ("Services").

B. The initial term of the Agreement ended on June 30, 2011. City and Consultant have informally arranged for Consultant to continue providing Services since that time. Contractor has been paid in full for all services performed, including services performed since June 30, 2011.

C. City and Contractor now desire to enter into this amendment to extend the existing Agreement until the City completes a bid process for continuation of NPDES services.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants, promises, and agreements set forth, the Parties agree as follows:

Section 1. Amendments to the Agreement.

The Parties agree to amend Section 5 of the Agreement, "Term of Agreement" to read, in its entirety:

> This contract shall be in effect from the effective date until June 30, 2012. From July 1, 2011 to June 30, 2012, the rate of compensation shall be:
>
> As "Summary of Rates and Fees", Exhibit "A"

Section 2. Remaining Portions of the Agreement.

Except as otherwise expressly set forth in this Amendment No. 1, all other provisions of the Agreement, as amended, remain unchanged and in full force and effect between the City and the Contractor.

IN WITNESS WHEREOF, the Parties have caused this Amendment to be executed the day and year first written above.

DATED: October ___, 2011

PUBLIC ENGINEERING SERVICES:

_____

By: _____

DATED: October ___, 2011

CITY:
CITY OF BELL

_____

Ali Saleh, Mayor

ATTEST:

_____

Rebecca Valdez, CMC, City Clerk

APPROVED AS TO FORM:

_____

David J. Aleshire, City Attorney

AGREEMENT FOR SERVICES

This Agreement for Services is made and entered in the City of Bell on this 27th day of April, 2011 by and between the CITY OF BELL, a municipal corporation (hereinafter referred to as "City"), and , Public Engineering Services, Inc. a private corporation (hereinafter referred to as "Consultant")

WITNESSETH

WHEREAS, Consultant is recognized as fully competent and qualified to provide geotechnical consulting services for the Los Angeles County Municipal National Pollutant Discharge Elimination System (NPDES) Permit Compliance in the City of Bell, as herein specified.

NOW, THEREFORE, in consideration of their mutual obligations, the parties hereto agree as follows:

1. Parties to the Agreement:

   The parties to this agreement, and their respective representatives to who formal notice, demands and communications shall be given, are as follows:

   a) City: City of Bell

   6330 Pine Avenue

   Bell, California 90201

   b) Consultant: Public Engineering Services, Inc.

   149 East Saint Joseph St.

   Arcadia, CA 91006

2. Scope of Services:

   1. The *Proposal to Continue Providing NPDES Permit Compliance Services* dated March 10, 2010 from CAA includes the Scope of Services. This Proposal in reference is hereby incorporated and made part of this Agreement for Services (Exhibit A). Public Engineer Services, Inc. has agreed to accept an assignment in conformance with CAA Proposal as to its task descriptions and scheduling for the remaining Fiscal Year (2010-2011).

3. Independent Contractor:

The Consultant is an independent contractor and shall have no power or authority to incur debt, obligation or liability on behalf of the City. No act or omission of Consultant in the course of performing any services under this Agreement shall be deemed or construed to make Consultant an agent, employee, associate, partner or joint venturer of the City. Consultant shall be responsible for determining the means and method for performing the services required hereunder.

Consultant shall not be eligible for nor claim benefits under the Public Employees Retirement System, State Unemployment Insurance, Disability Insurance, Workers Compensation Insurance, or other benefits commonly conferred upon employees of the City.

4. Consultant's Compensation:

The City will compensate Consultant for services provided an amount not to exceed Twenty Thousand Dollars and 00/100 ($20,00.00) in accordance to Consultant's Schedule of Fees, attached and made part hereto as Exhibit "B"

Consultant shall have sole responsibility for reporting all compensation received to the Federal and State governments. City shall have no responsibility for submitting reports for income tax purposes.

5. Term of Agreement:

This agreement shall become effective upon the date of execution and shall remain in full force and effect through the end of FY 2010/2011, subject to the termination provision set forth below.

Either party may terminate this Agreement at any time upon providing the other party with no less than thirty (30) days prior written notice, unless a shorter period is acceptable to both parties.

In the event of termination hereunder, Consultant shall be entitled to compensation for all services rendered pursuant to this Agreement up to the effective date of termination.

6. Indemnification and Insurance:

Consultant shall defend, indemnify and hold harmless the City, its officers, agents and employees, from and against any liability, claims, demands, damages, suits, causes of action, losses, cost or expenses including, but not limited to, court costs and attorneys' fees, arising out of or attributable to the Consultant's negligent performance of this Agreement.

7. Resolution of Disputes:

   Disputes regarding the interpretation or application of any provision of this Agreement shall, to the extent reasonably feasible, be resolved through good faith negotiations between the parties.

   If any action at law or in equity is brought to enforce or interpret any provisions of this Agreement, the prevailing party in such action shall be entitled to reasonable attorney fees, costs, and necessary disbursement, in addition to such other relief as may be sought and awarded.

8. Governing Law:

   This Agreement shall be governed by the laws of the State of California.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and attested by their respective officers or representatives thereunto duly authorized.

CITY OF BELL	CONSULTANT
Pedro Carrillo	Les Lind
Interim Chief Administrative Officer	PES, Inc. President
Dated: 06/09/2011	Dated: 5/5/2011

PROPOSAL TO CONTINUE PROVIDING NPDES PERMIT COMPLIANCE

SERVICES FOR THE CITY OF BELL

GENERAL UNDERSTANDING AND APPROACH

This proposal outlines the various services that Charles Abbott Associates, Inc. ("CAA") will provide to the City of Bell to comply with the Los Angeles County Municipal National Pollutant Discharge Elimination System Permit and State and Federal Clean Water Act/Water Quality regulatory programs. CAA will immediately report to and seek guidance from City staff where concerns, issues, or alternatives for additional regulatory activities occur.

The Los Angeles Countywide Municipal National Pollutant Discharge Elimination System ("NPDES") Municipal Storm Water Permit issued by the California Water Quality Control Board, Los Angeles Region (Regional Board) in Order No. 01-182 ("Permit") establishes many ongoing compliance activities both on a day-to-day as well as on an annual basis. While the current Permit (Order No. 01-182) is now expired it remains effective until a new Permit is issued. The existing Permit was recently amended on December 10, 2009 by Order R4-2009-0130 with Total Maximum Daily Load provisions for trash in the Los Angeles River Watershed. The Regional Board has indicated in recent meetings that it will be incorporating all existing and new TMDLs into the draft Los Angeles County NPDES Permit in addition to increasing reporting compliance and monitoring requirements. While a draft Permit is not expected until the end of 2010, CAA will need to attend all related meetings and review documents, to ensure that the City's interests and concerns are adequately addressed. With this in mind CAA will:

1. Continue to assist the City in its ongoing implementation of the primary programs under the Permit: (1) Program Management (regulatory reviews, reporting, meetings, etc.); (2) Public Information and Participation Program; (3) Industrial and Commercial Facility Inspections; (4) Development Planning Assessments; (5) Development Construction Reviews; (6) Public Agency Activities Monitoring and Reporting, and (7) Illicit Connection/Illicit Discharge tracking and investigations.

2. Assume a leading role in addressing special technical issues as they arise. These presently include: (1) Los Angeles River Trash TMDL oversight, development, and implementation; (2) Los Angeles River Metals TMDL oversight, development, and implementation; (3) Los Angeles River Monitoring Sites and Special Studies; (4) monitoring Permit litigation issues.

3. Future Los Angeles River Bacteria TMDL: the Regional Board expects the completion date of the Los Angeles River Bacteria TMDL by the end of 2010. The City of Bell is located in segment B (upper and middle Reach 2 – Figueroa Street to Rosecrans Avenue) with the highest level of coliform bacteria in the Los Angeles River. An Implementation Plan has to be submitted by segment B Agencies in 30 months after effective date of the TMDL and complete implementation 4 years after the Executive Officer (EO) approval of the Implementation Plan. Regional Board will assign bacteria waste load

allocations (WLA) and load allocations (LA) to each city of segment B in accordance with the dry-weather implementation plan approved. The City of Bell is responsible for meeting dry-weather bacteria WLAs assigned in the Los Angeles River Bacteria TMDL. CAA has been actively participating in meetings and workshops since the Cleaner Rivers through Effective Stakeholder – led TMDL (CREST) created a draft Dry-weather Implementation Plan which will serve as the template for the Regional Board's development of the LA River Bacteria TMDL Implementation Plan. CAA will continue to provide a leading role in addressing special technical issues arise with this future Los Angeles River Bacteria TMDL. There are currently two (2) contaminants/303(d) listed pollutants for which TMDLs must be developed by 2012, in accordance with the 1999 Consent Decree. The Regional Board has indicated in recent meetings that it will be incorporating all existing and future TMDLs into the draft Los Angeles County NPDES Permit in addition to increasing reporting compliance and monitoring requirements.

4. Assist the City in conducting the Trash Daily Generation Rate (DGR) study during the month of July 2010 in accordance with Trash TMDL requirements for Los Angeles River. CAA will assist the City in meeting the Trash TMDL waste allocation requirements for the third compliance deadline of September 30th, 2010.

5. Assist the City in installing full capture certified catch basin inserts on all catch basins by 2011. Total funding has been awarded to the City from the Gateway Integrated Regional Water Management Authority (IRWM) for catch basin inserts that LARWQCB has certified as full capture devices. IRWM funds will cover to cost of installation of catch basin inserts. However the City will be responsible for ongoing maintenance of full-capture devices to this end, CAA will assist the City in developing a monitoring and maintenance program for the full capture systems for trash. Monitoring and maintenance program of the full capture devices for trash is mandatory to comply with Regional Board full capture device certification.

6. CAA will work with the City to clarify Low Impact Development (LID) requirements on the new projects and provide technical assistance in the selection of efficient structural post-construction BMPs in accordance with LID requirements for new development and redevelopment projects.

FY 2010-2011 TASK DESCRIPTIONS, SCHEDULING, AND BUDGETS

This section describes the primary categories of tasks and subtasks as the scope of work proposed by CAA. The City of Bell may elect to have CAA implement the full scope of work described or any combination of task categories.

PART 1 – ADMINISTRATIVE REQUIREMENTS AND REPORTING REQUIREMENTS	
Task Description	**Schedule**
Annual Report – CAA will assist the City in documenting program activities undertaken during the 2009-2010 reporting period. We will collect program implementation information from appropriate City staff in support of the Annual Report. CAA will submit an electronic copy of the Annual Report to the LACDPW by September 7, 2010. In addition, we will provide the City 2 bound copies, and one CD Rom copy of the Annual Report.	July - September 2010 (60 hrs.)
City Staff Coordination – Coordinate and provide City staff with regular status reports detailing program management and overall program implementation; meetings attended and training conducted; and document upcoming tasks. CAA will work with the City to layout a schedule for accomplishing major compliance milestones associated with the Permit and TMDLs.	Continue to provide assistance as needed on an ongoing basis. (30 hrs.)
Co-Permittee Coordination – Coordinate with other Permittees in the Los Angeles River Watershed. Attend required meetings on behalf of the City of Bell, including monthly Executive Advisory Committee meetings, monthly watershed Permittee meetings and quarterly Public Outreach Strategy meetings.	Continue to provide assistance as needed on an ongoing basis. (56 hrs.)
NPDES New Permit Development – CAA staff will represent the City's interests at meetings pertaining to the development of the New NPDES Permit and other storm water regulations. CAA will review, prepare comments and attend meetings associated with the proposed Permit and other relevant regulations. Our staff will discuss issues with City staff and provide recommendations through verbal communication and written correspondence.	Continue to provide assistance as needed on an ongoing basis. (24 hrs.)
TOTAL BUDGET	~~$ 18,360~~

PART 2 – TMDL DEVELOPMENT	
Task Description	**Schedule**
TMDL Development – CAA environmental staff will represent the City's interests at meetings pertaining to the implementation of the Los Angeles River Metals TMDL. CAA will review, prepare comments and attend meetings associated with the proposed implementation and Monitoring Plans. Based on the Monitoring Program and the Special Studies for Los Angeles River, CAA will provide source reduction strategies to reduce significantly metals in discharges to the Los Angeles River. Based on the 2008 CWA Section 303(d) List of water quality impairments, Los Angeles River Reaches 2 and 5 are impaired for Oil. In accordance with the 1999 Consent Decree the USEPA will adopt a TMDL to address this pollutant by March 24, 2012. Also, Los Angeles River Reach 2 (Carson to Figueroa Street) is listed as impaired by coliform bacteria. City of Bell is responsible for meeting the dry-weather bacteria WLA assigned in the Los Angeles River Bacteria TMDL. CAA has been actively participating in meetings and workshops since the Cleaner Rivers through Effective Stakeholder – led TMDL (CREST) created a draft Dry-weather Implementation Plan as the basis for the Regional Board's development of the LA River Bacteria TMDL Implementation Plan. CAA will actively participate in meetings and assist the City in development comments for Oil and Bacteria reduction in Los Angeles River Reach 2 (City of Bell is located in Reach 2).	Continue to provide assistance as needed on an ongoing basis. (124 hrs.)
Trash TMDL Development – Full Capture an Implementation. CAA will assist the City to perform the Trash Daily Generation Rate (DGR) study for the month of July 2010. CAA will assist the City to meet the 40% reduction in the Trash Waste Load Allocation in accordance with the Trash Implementation Schedule, Year 3 Implementation, on September 30, 2010. CAA will assist the City in developing a monitoring and maintenance program for full capture systems for trash. Monitoring and maintenance program of the full capture devices for trash is mandatory to comply with Regional Board full capture device certification.	(24 hrs.)
TOTAL BUDGET	~~$ 15,984~~

PART 3 – PUBLIC EDUCATION PROGRAM	
Task Description	**Schedule**
Public Education Program – Assist the City in coordinating and participating in the County-wide Public Education program. CAA will assist the City in updating the environmental web page of the City with information regarding new water regulations and outreach articles.	Continue to provide assistance as needed on an ongoing basis (8 hrs.)
TOTAL BUDGET	~~$ 864~~

PART 4 – INDUSTRIAL/COMMERCIAL FACILITIES CONTROL PROGRAM (ICFCP)	
Task Description	**Schedule**
Train Staff – CAA will train appropriate new City staff (personnel involved in conducting site visits and business license renewal) on the inspection procedures, and database management.	(4 hrs.)
Database Management - CAA will maintain the City's database program for industrial/commercial facilities.	(10 hrs.)
TOTAL BUDGETED	~~$ 1,512~~

PART 5 – DEVELOPMENT PLANNING PROGRAM	
Task Description	**Schedule**
Development Planning Program – Coordinate with City staff to assist in implementation of the Development Planning Program. - CAA will work with the City to clarify the requirements of Low Impact Development (LID) on the projects and to provide technical assistance in the selection of adequate and efficient structural post-construction BMPs in accordance with LID and SUSMP requirements for new construction projects. - Develop an electronic tracking system for post-construction BMPs, and develop an inspection program to verify proper maintenance and operation of structural BMPs.	Continue to provide assistance as needed on an ongoing basis. (16 hrs.)
DPP Training – Conduct training of City and/or contract staff in the DPP program.	Annually (4 hrs.)
TOTAL BUDGETED	~~$ 2,160~~

PART 6 – PUBLIC AGENCY ACTIVITIES PROGRAM	
Task Description	**Schedule**
Public Agency Activities Program – Conduct training of City and/or contract staff in PAAP implementation.	Annually (2 hrs.)
TOTAL BUDGETED	~~$ 216~~

PART 7 – ILLICIT CONNECTIONS/ILLICIT DISCHARGES PROGRAM	
Task Description	**Schedule**
IC/ID PROGRAM TASKS	
IC/ID Elimination Program – Assist the City in the implementation of an IC/ID Program based on the Countywide model program and Permit requirements. Coordinate with code enforcement, building inspection, and maintenance staff in identifying and documenting appropriate City procedures.	Continue to provide assistance as needed on an ongoing basis. (6 hrs.)
Tracking and Mapping IC/IDs – Provide oversight of the development and annual updating of a listing of illegal discharges and illicit connections to the storm drain system. CAA will develop a GIS map identifying the locations of IC/IDs with the City.	(7 hrs.)
IC/ID Training – Conduct training of City and/or contract staff in IC/ID Program implementation.	Annually (2 hrs.)
TOTAL BUDGETED	~~$ 1,620~~

SUMMARY OF RATES AND FEES

CAA' services under this agreement will primarily be provided by our Environmental Scientist/Engineer at a billing rate of $108 per hour. CAA will assist the City in the performance of all of the above tasks for a not-to-exceed contract amount of $40,716.

The City may choose to eliminate any of the parts from the above-described scope of work prior to program implementation. The total not-to-exceed contract amount will be adjusted as necessary to reflect the sum of the parts selected by the City for CAA implementation. Should the City later select additional parts, the not-to-exceed contract amount will be adjusted in accordance with costs indicated in this proposal.

BUDGET PROPOSAL

Fiscal Year 2010/2011

SECTION	BUDGET
Project Management and Reporting	$18,360
TMDL Development	$15,984
Public Education Program	$864
Industrial/Commercial Facility Inspection Program	$1,512
Development Planning Program	$2,160
Public Agency Activities Program	$216
Illicit Connection/Illicit Discharge Elimination Program	$1,620
TOTAL BUDGETED:	~~$40,716~~

HOURLY RATE SCHEDULE

Effective January 1, 2011 through December 01, 2011

OFFICE PERSONNEL	HOURLY RATE
Principal - Licensed Engineer	$175.00
Associate Engineer	$125.00
Field Inspector	$125.00
Plan Checker	$100.00
CAD Operator	$95.00
Specification Typist	$65.00

FIELD PERSONNEL	
2 Person Survey Crew or 1 Man robotic *	$175.00
2 Person Survey Crew or 1 Man Robotic Overtime	$225.00

* Public Engineering Services, inc. reserves the right to provide a 1 (one) man robotic Survey crew in lieu
Of a 2 (two) man Survey crew.

Non-contract survey services with prior authorization by client will be billed at a time and material rate, and will be a minimum of (4) four hours per request.

149 East St. Joseph St. ◆ Arcadia, CA 91006 ◆ Tel: (626) 447-4274 Fax: (626) 447-4276

EXHIBIT "B"

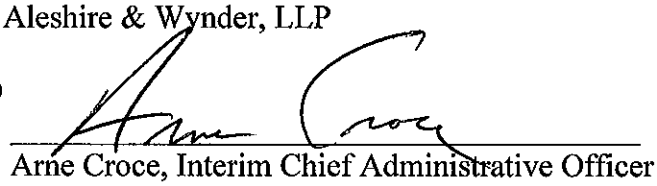
NOTE: Blueprinting, reproduction, computer plotting, messenger service and other direct expenses will be charged at cost plus 10%. No additional charges for mileage, supplies, or telephone expenses will be included.

City of Bell
Agenda Report

DATE: October 12, 2011

TO: Mayor and Members of the City Council

FROM: Aleshire & Wynder, LLP

APPROVED BY: 

Arne Croce, Interim Chief Administrative Officer

SUBJECT: Assembly Bill 27 Urgency and Companion Regular Ordinances Continuing the Existence of the Bell Community Redevelopment Agency and Committing the City to Annual Remittances Pursuant to AB 27.

RECOMMENDATION:

That the City Council (1) adopt the proposed urgency ordinance; and (2) introduce the proposed companion regular ordinance to continue the existence of the Bell Community Redevelopment Agency and commit the City to pay annual remittances to the Los Angeles County Auditory-Controller in accordance with AB1X 27. The ordinances are titled as follows:

1) AN URGENCY ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BELL, CALIFORNIA, DETERMINING IT WILL COMPLY WITH THE VOLUNTARY ALTERNATIVE REDEVELOPMENT PROGRAM PURSUANT TO PART 1.9 OF DIVISION 24 OF THE CALIFORNIA HEALTH AND SAFETY CODE IN ORDER TO PERMIT THE CONTINUED EXISTENCE AND OPERATION OF THE COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF BELL

2) AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BELL, CALIFORNIA, DETERMINING IT WILL COMPLY WITH THE VOLUNTARY ALTERNATIVE REDEVELOPMENT PROGRAM PURSUANT TO PART 1.9 OF DIVISION 24 OF THE CALIFORNIA HEALTH AND SAFETY CODE IN ORDER TO PERMIT THE CONTINUED EXISTENCE AND OPERATION OF THE COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF BELL

BACKGROUND:

As part of the 2011-12 State budget bill, the California Legislature enacted and the Governor signed, companion bills Assembly Bill 1X 26 ("AB 26") and Assembly Bill 1X 27 ("AB 27"),

requiring that each redevelopment agency be dissolved unless the City that created it enacts an ordinance committing it to making certain payments.

AB 26 prohibits redevelopment agencies from taking numerous actions effective on June 29, 2011, and purportedly retroactively and additionally provides that agencies are deemed to be dissolved as of October 1, 2011. Once a redevelopment agency is dissolved, AB 26 makes its existing assets and future property tax revenues available for use by a successor agency to wind-down existing obligations and for distribution of any residual funds to the appropriate taxing entities.

AB 27 provides that a community may participate in an "Alternative Voluntary Redevelopment Program," in order to enable a redevelopment agency within that community to remain in existence and carry out the provisions of the Community Redevelopment Law. This is done by enacting an "opt-in" ordinance no later than November 1, 2011, and agreeing to make certain "voluntary" community remittance payments. If the City does not adopt an "opt-in" ordinance by October 1, 2011, or a "non-binding" resolution of intent to adopt an "opt-in" ordinance by November 1, 2011, automatic dissolution of the Redevelopment Agency occurs, based on current law. *Notably, the Bell City Council adopted the "non-binding" resolution of intent on September 28, 2011, to extend its deadline for adopting the binding ordinances to November 1.*

The Alternative Voluntary Redevelopment Program requires that the City agree by ordinance to remit specified annual amounts to the county auditor-controller. In the case of the City of Bell, it would have to agree make a Fiscal Year 2011-2012 community remittance in the amount of $1,100,812 as well as subsequent annual community remittances estimated at $261,017.

Financial Payment:

Continuing the Redevelopment Agency pursuant to AB 27 will enable the Agency's budgeted capital projects (and potentially others) to be constructed using existing tax-exempt bond proceeds. If Agency funds are not available for the payment of these projects, the remaining source to pay for these projects would be the City's General Fund. Since the City's General Fund is fully burdened, this approach is not recommended. Alternatively, staff is recommending that the Redevelopment Agency not be dissolved under AB 26, but instead be continued as set forth under AB 27.

AB 27 states that the annual remittance payment is an obligation of the City, and not of the Agency. However, it does provide for a separate agreement whereby the Agency will reimburse the City for the remittance payment. On September 28, 2011, the City and Agency approved a "Remittance Agreement" to put this reimbursement arrangement into place.

The "voluntary" remittance payment required by the State to continue the Bell Community Redevelopment Agency is $1,100,812 for Fiscal Year 2011-12 and estimated at $261,017 per year in subsequent fiscal years. In regards to the future annual payments of approximately $261,017, City/Agency staff will be reviewing the various financial options, and will provide a staff recommendation at the appropriate time. If at any point the Agency/City is unable to make the payments required by AB 27, the Agency/City can withdraw from the program in which case the Agency would follow the provisions of AB 26, wind-down, and cease operations. In such a

case, AB 26 would be the guiding legislation for the orderly winding-down of the Agency's operations.

The City/Agency's Financial Consultant, RSG, Inc., has prepared a financial analysis of the AB 27 payments over time, the impact of such payments on the Agency's funds, and the feasibility of such payments for purposes of continuing the Agency's existence. That analysis will be presented concurrently with this Staff Report.

Proposed Ordinances:

In light of the above financial analysis and under the threat of dissolution of the Redevelopment Agency, it is staff's recommendation that the City Council adopt the requisite ordinance so that the City (with the assistance of the Redevelopment Agency, over the next few years) can continue to implement a variety of redevelopment projects and programs for the purpose of eliminating and preventing blight, stimulating and expanding the Bell Redevelopment Project Area's economic growth, creating and developing local job opportunities and contributing to much needed public infrastructure.

While the proposed ordinances express the City's intent to make the required community remittances, in order to prevent a total loss of benefits provided by the Agency to the taxpayers, property owners and residents of the City, the ordinances make it clear that the required remittances shall be made "under protest and without prejudice to the City's and Agency's right to recover such amounts and interest thereon, to the extent there is a final determination that AB 26 and AB 27 are unconstitutional or otherwise illegal or repealed." In other words, the City will reserve the right, regardless of any community remittance made pursuant to the ordinances, to challenge the legality of AB 26 and AB 27 on behalf of the City and/or Agency. The ordinances also reserve the City's right to appeal the amounts of the remittance payments, as those amounts have been determined or set by the Department of Finance, at any time.

Urgency Findings:

Two ordinances are presented to the City Council: (1) an urgency ordinance and (2) a companion regular ordinance. California Government Code Section 36937(b) provides that an urgency ordinance for the immediate preservation of the public peace, health or safety may take effect immediately. Staff and City Counsel believes that an urgency ordinance is needed in this instance to insure that the City (with the continued assistance of the Redevelopment Agency) can immediately continue with implementing a variety of pending redevelopment projects and current programs that eliminate and prevent blight, stimulate and expand economic growth throughout the City, create and develop local job opportunities and alleviate deficiencies in the City's public infrastructure.

Moreover, the Agency has only until November 1, 2011, to enact an Ordinance in compliance with AB 27 or else face potential dissolution (depending on the outcome of the CRA Lawsuit and application of the Supreme Court stay order arising therefrom). The City of Bell has faced, in the last year, severe economic, political and administrative crises which have effectively prevented the City from taking any prior action in re AB 27 due to the absence of an active and able legislative body. Given the totality of these circumstances, the City's need to adopt this

Ordinance now has become dire in order to preserve the City's intent to maintain and continue the public benefit programs associated with redevelopment.

The purpose of the companion regular ordinance is to insure that in the event the City is challenged for adopting an urgency ordinance the regular ordinance will be in effect at the time a challenge is filed, which will make the challenge moot.

Lawsuit Challenging AB IX 26 and 27:

On July 18, 2011, the League of California Cities and the California Redevelopment Association filed a petition on behalf of cities, counties and redevelopment agencies asking the California Supreme Court to overturn AB IX 26 and AB IX 27. This case of *California Redevelopment Association, et al. v. Matosantos, et al.,* California Supreme Court Case No. S194861 (the "CRA Lawsuit") was brought on the following grounds:

- AB 27 violates the State Constitution because it requires redevelopment agencies to use their tax increment funds for the benefit of the state and other local jurisdictions;
- AB 26's attempt to restrict the use of redevelopment agencies' funds pending their dissolution violates the State Constitution;
- AB 26's attempt to dissolve the redevelopment agencies violates the State Constitution;
- The AB 27 payments violate the State Constitution to the extent they are made with property tax proceeds;
- The payments violate the State Constitution to the extent they are made with proceeds of local taxes other than property taxes; and
- Requiring local governments to responsibility to shoulder part of the state responsibility to fund schools constitutes an unfunded state mandate.

Other lawsuits challenging the validity of AB 26 and AB 27 also 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. 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 that the recommended ordinances shall be conditioned upon the outcome of the CRA Lawsuit and stay. 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, the ordinances shall be null and void and of no effect and the City shall not be obligated to make any community remittance for the duration of such injunction, restraint, or stay (including the ongoing Supreme Court stay).

ATTACHMENTS:

1. Urgency Ordinance No. 1181
2. Ordinance No. 1182

ORDINANCE NO. 1181

AN URGENCY ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BELL, CALIFORNIA, DETERMINING IT WILL COMPLY WITH THE VOLUNTARY ALTERNATIVE REDEVELOPMENT PROGRAM PURSUANT TO PART 1.9 OF DIVISION 24 OF THE CALIFORNIA HEALTH AND SAFETY CODE IN ORDER TO PERMIT THE CONTINUED EXISTENCE AND OPERATION OF THE COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF BELL

WHEREAS, on June 30, 1986, by Ordinance No. 920, the City Council of the City of Bell ("City") approved and adopted the Redevelopment Plan for the City of Bell Redevelopment Project ("Redevelopment Plan") covering certain properties within the City (the "Project Area"); and

WHEREAS, the Community Redevelopment Agency of the City of Bell ("Agency") is engaged in activities to execute and implement the Redevelopment Plan pursuant to the provisions of the California Community Redevelopment Law (Health and Safety Code § 33000, et seq.) ("CRL"); and

WHEREAS, since adoption of the Redevelopment Plan, the Agency has undertaken redevelopment projects in the Project Area to eliminate blight, to improve public facilities and infrastructure, to renovate and construct affordable housing, and to enter into partnerships with private industries to create jobs and expand the local economy; and

WHEREAS, over the next few years, the Agency hopes to implement a variety of redevelopment projects and programs to continue to eliminate and prevent blight, stimulate and expand the Project Area's economic growth, create and develop local job opportunities and alleviate deficiencies in public infrastructure, to name a few; and

WHEREAS, as part of the 2011-12 State budget bill, the California Legislature has recently enacted and the Governor has signed, companion bills AB1X 26 ("AB 26") and AB1X 27 ("AB 27"), requiring that each redevelopment agency be dissolved unless the community that created it enacts an ordinance committing it to making certain payments; and

WHEREAS, specifically, AB 26 prohibits agencies from taking numerous actions, effective immediately and purportedly retroactively, and additionally provides that agencies are deemed to be dissolved as of October 1, 2011; and

WHEREAS, AB 27 provides that a community may participate in an "Alternative Voluntary Redevelopment Program," in order to enable a redevelopment agency within that community to remain in existence and carry out the provisions of the CRL, by enacting an ordinance agreeing to comply with Part 1.9 of Division 24 of the Health and Safety Code; and

WHEREAS, the Alternative Voluntary Redevelopment Program requires that the community agree by ordinance to remit specified annual amounts to the county auditor-controller. To this end, on September 28, 2011, the City Council adopted a resolution stating its intent to comply with AB 27 by adopting the required ordinance, and setting the deadline to adopt such ordinance to November 1, 2011; and

WHEREAS, under the threat of dissolution pursuant to AB 26, and upon the contingencies and reservations set forth herein, the City shall make the Fiscal Year 2011-2012 community remittance, currently estimated to be $1,100,812, as well as the subsequent annual community remittances as set forth in the CRL; and

WHEREAS, the City reserves the right to appeal the California Director of Finance's determination of the Fiscal Year 2011-12 community remittance, as provided in Health and Safety Code Section 34194; and

WHEREAS, City understands that an action challenging the constitutionality of AB 26 and AB 27 has been filed on behalf of cities, counties and redevelopment agencies. To wit, 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; and

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 Ordinance shall be conditioned upon the outcome of the CRA Lawsuit and stay. 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 Ordinance shall be null and void and of no effect and the City shall not be obligated to make any community remittance for the duration of such injunction, restraint, or stay (including the ongoing Supreme Court stay); and

WHEREAS, while the City currently intends to make these community remittances, they 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 that AB 26 and AB 27 are unconstitutional; and

WHEREAS, the City reserves the right, regardless of any community remittance made pursuant to this Ordinance, to challenge the legality of AB 26 and AB 27; and

WHEREAS, all other legal prerequisites to the adoption of this Ordinance have occurred.

THE CITY COUNCIL OF THE CITY OF BELL, CALIFORNIA, DOES ORDAIN AS FOLLOWS:

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

Section 2. Participation in the Alternative Voluntary Redevelopment Program. In accordance with Health and Safety Code Section 34193, and based on the Recitals set forth above, the City Council hereby determines that the City shall, to the extent required by law, comply with the provisions of Part 1.9 of Division 24 of the Health and Safety Code, as enacted by AB 27.

Section 3. Payment Under Protest. Except as set forth in Section 4, below, the City Council hereby determines that the City shall make the community remittances set forth in Health and Safety Code section 34194 *et seq.*

Section 4. Effect of Stay or Determination of Invalidity. City shall not make any community remittance pending the current Supreme Court stay per the CRA Lawsuit, nor in the event any other court of competent jurisdiction either grants a stay on the enforcement of AB 26 and AB 27 or determines that AB 26 and AB 1X 27 are unconstitutional and therefore invalid, and all appeals therefrom are exhausted or unsuccessful, or time for filing an appeal therefrom has lapsed. Any community remittance shall be made under protest and without prejudice to the City's right to recover such amount and interest thereon in the event that there is a final determination that AB 26 and AB 27 are unconstitutional. If there is a final determination that AB 26 and AB 27 are invalid, this Ordinance shall be deemed to be null and void and of no further force or effect. This Ordinance shall not effect or give rise to any waiver of rights or remedies that the City may have, whether in law or in equity, to challenge AB 26 or AB 27. This Ordinance shall not be construed as the City's willing acceptance of, or concurrence with, either AB 26 or AB 27; nor does this Ordinance evidence any assertion or belief whatsoever on the part of the City that said bills are constitutional or lawful.

Section 5. Implementation. The City Council hereby authorizes and directs the City Manager to take any action and execute any documents necessary to implement this Ordinance, including but not limited to notifying the Los Angeles County Auditor-Controller, the Controller of the State of California, and the California Department of Finance of the adoption of this Ordinance and the City's agreement to comply with the provisions of Part 1.9 of Division 24 of the Health and Safety Code, as set forth in AB 27.

Section 6. Additional Understandings and Intent. It is the understanding and intent of the City Council that, once the Agency is again authorized to enter into agreements under the CRL, the City will, or has already, enter(ed) into an agreement with the Agency as authorized pursuant to Section 34194.2, whereby the Agency will transfer annual portions of its tax increment to the City in amounts not to exceed the annual community remittance payments to enable the City, directly or indirectly, to make the annual remittance payments. The City Council does not intend, by enactment of this Ordinance, to pledge any of its general fund revenues or assets to make the remittance payments. The City reserves the right to withdraw

from making the payments required by AB 27 should 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 7. CEQA. The City Council finds, under Title 14 of the California Code of Regulations, Section 15378(b)(4), that this Ordinance is exempt from the requirements of the California Environmental Quality Act ("CEQA") in that it is not a "project," but instead consists of the creation and continuation of a governmental funding mechanism for potential future projects and programs, and does not commit funds to any specific project or program. The City Council, therefore, directs that a Notice of Exemption be filed with the County Clerk of the County of Los Angeles in accordance with CEQA Guidelines.

Section 8. Custodian of Records. The documents and materials that constitute the record of proceedings on which these findings are based are located at the City Clerk's office located at 6330 Pine Ave., Bell, CA 90201. The Bell City Clerk is the custodian for these records.

Section 9. Severability. If any provision of this Ordinance or the application thereof to any person or circumstance is held invalid, such invalidity shall not affect other provisions or applications of this Ordinance which can be given effect without the invalid provision or application, and to this end the provisions of this Ordinance are severable. The City Council hereby declares that it would have adopted this Ordinance irrespective of the invalidity of any particular portion thereof.

Section 10. Certification; Publication. The City Clerk shall certify to the adoption of this Ordinance and cause it, or a summary of it, to be published once within 15 days of adoption in a newspaper of general circulation printed and published within the City of Bell, and shall post a certified copy of this Ordinance, including the vote for and against the same, in the Office of the City Clerk in accordance with Government Code § 36933.

Section 11. Urgency Findings. The adoption of this Urgency Ordinance is necessary for the immediate protection of the public peace, health and safety. In accordance with California Government Code Section 36937 and in order to protect the public peace, health and safety, the City Council of the City of Bell finds and determines as follows:

(a) AB 26 prohibits agencies from taking numerous actions, until the City Council adopts an ordinance agreeing to comply with Part 1.9 of Division 24 of the Health and Safety Code, including but not limited to incurring any new monetary or legal obligations or expanding any existing monetary or legal obligations, entering into agreements with any person for any purpose or amending or modifying any existing agreements and taking any action with respect to a redevelopment plan;

(b) Prior to the enactment of an ordinance agreeing to comply with Part 1.9 of Division 24 of the Health and Safety Code, the Agency will be unable to continue efforts to eliminate and prevent blight (including remediation of buildings and structures which are

unhealthy or unsafe to occupy or properties with hazardous waste), stimulate and expand the Project Area's economic growth, create and develop local job opportunities and alleviate deficiencies in public infrastructure;

(c) Blighting conditions in the Project Area constitute substantial threats to public peace, health and safety, and are so prevalent they cannot be eliminated without Agency action, including but not limited to the use of Agency funds and authorization of redevelopment projects and programs;

(d) During the current economic crisis, the Agency must have the ability to act and continue the efforts set forth in (b) above. The Agency must have all tools available in order to eliminate and prevent blighting conditions, including implementation of the Agency's economic development programs.

(e) The Agency is actively engaged in efforts to rehabilitate housing units, to provide assistance for property improvements and to provide safe and affordable housing. Adoption of this Urgency Ordinance will permit the Agency to continue these efforts immediately.

(f) The Agency has only until November 1, 2011, to enact an Ordinance in compliance with AB 27 or else face potential dissolution (depending on the outcome of the CRA Lawsuit and application of the Supreme Court stay order arising therefrom). The City of Bell has faced, in the last year, severe economic, political and administrative crises which have effectively prevented the City from taking any prior action in re AB 27 due to the absence of an active and able legislative body. Given the totality of these circumstances, the City's need to adopt this Ordinance now has become dire in order to preserve the City's intent to maintain and continue the public benefit programs associated with redevelopment.

Section 12. Effective Date. The City Council hereby declares, on the basis of the findings set forth above, that an emergency exists and that this Ordinance is necessary to preserve the public peace, health and safety. Accordingly, this Ordinance is adopted as an emergency ordinance and shall take effect and be in force immediately upon its adoption.

PASSED AND ADOPTED at a regular meeting of the City Council on the 12th day of October, 2011, by the following vote:

AYES:

NAYS:

ABSENT:

ABSTAIN:

_____
Ali Saleh, Mayor

ATTEST:

_____
Rebecca Valdez, CMC, City Clerk

ORDINANCE NO. 1182

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BELL, CALIFORNIA, DETERMINING IT WILL COMPLY WITH THE VOLUNTARY ALTERNATIVE REDEVELOPMENT PROGRAM PURSUANT TO PART 1.9 OF DIVISION 24 OF THE CALIFORNIA HEALTH AND SAFETY CODE IN ORDER TO PERMIT THE CONTINUED EXISTENCE AND OPERATION OF THE COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF BELL

WHEREAS, on June 30, 1986, by Ordinance No. 920, the City Council of the City of Bell ("City") approved and adopted the Redevelopment Plan for the City of Bell Redevelopment Project ("Redevelopment Plan") covering certain properties within the City (the "Project Area"); and

WHEREAS, the Community Redevelopment Agency of the City of Bell ("Agency") is engaged in activities to execute and implement the Redevelopment Plan pursuant to the provisions of the California Community Redevelopment Law (Health and Safety Code § 33000, et seq.) ("CRL"); and

WHEREAS, since adoption of the Redevelopment Plan, the Agency has undertaken redevelopment projects in the Project Area to eliminate blight, to improve public facilities and infrastructure, to renovate and construct affordable housing, and to enter into partnerships with private industries to create jobs and expand the local economy; and

WHEREAS, over the next few years, the Agency hopes to implement a variety of redevelopment projects and programs to continue to eliminate and prevent blight, stimulate and expand the Project Area's economic growth, create and develop local job opportunities and alleviate deficiencies in public infrastructure, to name a few; and

WHEREAS, as part of the 2011-12 State budget bill, the California Legislature has recently enacted and the Governor has signed, companion bills AB1X 26 ("AB 26") and AB1X 27 ("AB 27"), requiring that each redevelopment agency be dissolved unless the community that created it enacts an ordinance committing it to making certain payments; and

WHEREAS, specifically, AB 26 prohibits agencies from taking numerous actions, effective immediately and purportedly retroactively, and additionally provides that agencies are deemed to be dissolved as of October 1, 2011; and

WHEREAS, AB 27 provides that a community may participate in an "Alternative Voluntary Redevelopment Program," in order to enable a redevelopment agency within that community to remain in existence and carry out the provisions of the CRL, by enacting an ordinance agreeing to comply with Part 1.9 of Division 24 of the Health and Safety Code; and

WHEREAS, the Alternative Voluntary Redevelopment Program requires that the community agree by ordinance to remit specified annual amounts to the county auditor-controller. To this end, on September 28, 2011, the City Council adopted a resolution stating its intent to comply with AB 27 by adopting the required ordinance, and setting the deadline to adopt such ordinance to November 1, 2011; and

WHEREAS, under the threat of dissolution pursuant to AB 26, and upon the contingencies and reservations set forth herein, the City shall make the Fiscal Year 2011-2012 community remittance, currently estimated to be $1,100,812, as well as the subsequent annual community remittances as set forth in the CRL; and

WHEREAS, the City reserves the right to appeal the California Director of Finance's determination of the Fiscal Year 2011-12 community remittance, as provided in Health and Safety Code Section 34194; and

WHEREAS, City understands that an action challenging the constitutionality of AB 26 and AB 27 has been filed on behalf of cities, counties and redevelopment agencies. To wit, 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; and

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 Ordinance shall be conditioned upon the outcome of the CRA Lawsuit and stay. 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 Ordinance shall be null and void and of no effect and the City shall not be obligated to make any community remittance for the duration of such injunction, restraint, or stay (including the ongoing Supreme Court stay); and

WHEREAS, while the City currently intends to make these community remittances, they 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 that AB 26 and AB 27 are unconstitutional; and

WHEREAS, the City reserves the right, regardless of any community remittance made pursuant to this Ordinance, to challenge the legality of AB 26 and AB 27; and

WHEREAS, all other legal prerequisites to the adoption of this Ordinance have occurred.

THE CITY COUNCIL OF THE CITY OF BELL, CALIFORNIA, DOES ORDAIN AS FOLLOWS:

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

Section 2. Participation in the Alternative Voluntary Redevelopment Program. In accordance with Health and Safety Code Section 34193, and based on the Recitals set forth above, the City Council hereby determines that the City shall, to the extent required by law, comply with the provisions of Part 1.9 of Division 24 of the Health and Safety Code, as enacted by AB 27.

Section 3. Payment Under Protest. Except as set forth in Section 4, below, the City Council hereby determines that the City shall make the community remittances set forth in Health and Safety Code section 34194 *et seq.*

Section 4. Effect of Stay or Determination of Invalidity. City shall not make any community remittance pending the current Supreme Court stay per the CRA Lawsuit, nor in the event any other court of competent jurisdiction either grants a stay on the enforcement of AB 26 and AB 27 or determines that AB 26 and AB 1X 27 are unconstitutional and therefore invalid, and all appeals therefrom are exhausted or unsuccessful, or time for filing an appeal therefrom has lapsed. Any community remittance shall be made under protest and without prejudice to the City's right to recover such amount and interest thereon in the event that there is a final determination that AB 26 and AB 27 are unconstitutional. If there is a final determination that AB 26 and AB 27 are invalid, this Ordinance shall be deemed to be null and void and of no further force or effect. This Ordinance shall not effect or give rise to any waiver of rights or remedies that the City may have, whether in law or in equity, to challenge AB 26 or AB 27. This Ordinance shall not be construed as the City's willing acceptance of, or concurrence with, either AB 26 or AB 27; nor does this Ordinance evidence any assertion or belief whatsoever on the part of the City that said bills are constitutional or lawful.

Section 5. Implementation. The City Council hereby authorizes and directs the City Manager to take any action and execute any documents necessary to implement this Ordinance, including but not limited to notifying the Los Angeles County Auditor-Controller, the Controller of the State of California, and the California Department of Finance of the adoption of this Ordinance and the City's agreement to comply with the provisions of Part 1.9 of Division 24 of the Health and Safety Code, as set forth in AB 27.

Section 6. Additional Understandings and Intent. It is the understanding and intent of the City Council that, once the Agency is again authorized to enter into agreements under the CRL, the City will, or has already, enter(ed) into an agreement with the Agency as authorized pursuant to Section 34194.2, whereby the Agency will transfer annual portions of its tax increment to the City in amounts not to exceed the annual community remittance payments to enable the City, directly or indirectly, to make the annual remittance payments. The City Council does not intend, by enactment of this Ordinance, to pledge any of its general fund revenues or assets to make the remittance payments. The City reserves the right to withdraw

from making the payments required by AB 27 should 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 7. CEQA. The City Council finds, under Title 14 of the California Code of Regulations, Section 15378(b)(4), that this Ordinance is exempt from the requirements of the California Environmental Quality Act ("CEQA") in that it is not a "project," but instead consists of the creation and continuation of a governmental funding mechanism for potential future projects and programs, and does not commit funds to any specific project or program. The City Council, therefore, directs that a Notice of Exemption be filed with the County Clerk of the County of Los Angeles in accordance with CEQA Guidelines.

Section 8. Custodian of Records. The documents and materials that constitute the record of proceedings on which these findings are based are located at the City Clerk's office located at 6330 Pine Ave., Bell, CA 90201. The Bell City Clerk is the custodian for these records.

Section 9. Severability. If any provision of this Ordinance or the application thereof to any person or circumstance is held invalid, such invalidity shall not affect other provisions or applications of this Ordinance which can be given effect without the invalid provision or application, and to this end the provisions of this Ordinance are severable. The City Council hereby declares that it would have adopted this Ordinance irrespective of the invalidity of any particular portion thereof.

Section 10. Certification; Publication. The City Clerk shall certify to the adoption of this Ordinance and cause it, or a summary of it, to be published once within 15 days of adoption in a newspaper of general circulation printed and published within the City of Bell, and shall post a certified copy of this Ordinance, including the vote for and against the same, in the Office of the City Clerk in accordance with Government Code § 36933.

Section 11. Effective Date. This Ordinance shall become effective thirty (30) days from its adoption.

PASSED AND ADOPTED as to the First Reading at a regular meeting of the City Council on the 12th day of October, 2011, by the following vote:

AYES:

NAYS:

ABSENT:

ABSTAIN:

_____
Ali Saleh, Mayor

ATTEST:

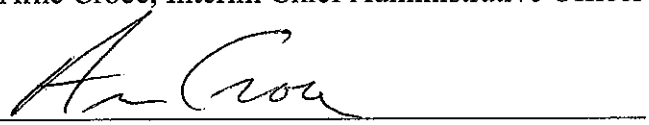
_____
Rebecca Valdez, CMC, City Clerk

City of Bell
Agenda Report

DATE: October 12, 2011

TO: Mayor and Members of the City Council

FROM: Arne Croce, Interim Chief Administrative Officer

APPROVED BY: 

Arne Croce, Interim Chief Administrative Officer

SUBJECT: Approval of Conflict Waiver Regarding: *People of the State of California v. Robert Rizzo, et al., Los Angeles County Superior Court, Case No.:* BC445497

RECOMMENDATION:

That the City Council approve a conflict waiver letter for Aleshire & Wynder, LLP Regarding: People of the State of California v. Robert Rizzo, et al., Los Angeles County Superior Court, Case No.: BC445497

DISCUSSION:

In approving the contract with the law firm of Aleshire and Wynder on July 27, 2011 Aleshire and Wynder, LLP was asked to execute a conflict waiver letter in regards to the legal assistance the firm provided to BASTA prior to their appointment as City Attorney for Bell. The conflict waiver letter was to be presented to the City Council for approval. The waiver was deemed necessary for the firm to represent the City in People of the State of California v. Robert Rizzo, et al., Los Angeles County Superior Court, Case No.: BC445497.

Councilmember Quintana and David Aleshire, City Attorney have not been able to reach agreement on the appropriate wording for the conflict waiver letter. They agreed that both letters would be submitted to the City Council for selection.

Attached is a draft that compares the differences between the two letters—Councilmember Quintana **in bold**, Mr. Aleshire *in italics.* Also attached are complete copies of each respective letter.

ATTACHMENTS

Comparative Letter
Letter recommended by Councilmember Quintana
Letter Recommended by Mr. Aleshire

Comparative

October 6, 2011

Arne Croce, Interim Chief Administrative Officer
City of Bell
6330 Pine Avenue
Bell, CA 90201

Re: Conflict Waiver Regarding: *People of the State of California v. Robert Rizzo, et al.*, Los Angeles County Superior Court, Case No.: BC445497

Dear Mr. Croce:

On July 28, 2011 Aleshire & Wynder ("A&W") was appointed as City Attorney for the City of Bell ("Bell" or the "City"). Prior to this, in September 2010, the California Attorney General ("AG") initiated litigation against Bell and a number of then current and former Bell officials, including Robert Rizzo, Pier'Angela Spaccia, Randy Adams, Oscar Hernandez, Teresa Jacobo, George Cole, Victor Bello and George Mirabal. The AG's lawsuit made various claims, including that those officials engaged in certain illegal activities that caused harm to Bell and its residents by paying themselves excessive salaries. The AG also included the City as a defendant.

The underlying AG litigation was dismissed, according to the publicly available records that we have reviewed, on July 26, 2011 after the AG failed to plead a valid cause of action against the defendants in the lawsuit. The remaining portions of the case include: (i) demands for costs against the State by the defendants, (ii) the City's cross-complaint against Mr. Rizzo for improperly paying himself an excessive salary and for the Court to determine that he is not entitled to payment of his legal fees and defense costs in the case from the City, and (iii) cross-complaints by other defendants concerning payment of their legal fees and defense costs by the City because they were sued by the AG in their official and personal capacities.

Based on the court records we have reviewed, we anticipate that a jury trial might be necessary to determine if the City is responsible for the payment of the individual defendants' legal fees and defense costs because they were sued by the AG in their official and personal capacities. The City's exposure to these claims for legal fees and defense costs likely exceeds $1 million.

As you know, A&W formerly represented BASTA, a Bell-based community group that helped lead the recall against the officials named in the AG's lawsuit. In that

representation, A&W reviewed a declaration by current Bell Mayor Ali Saleh, who at the time was a private citizen and member of BASTA. The Attorney General, as a part of their action sought to have a monitor appointed to monitor the City's actions until the March election, as all of the then serving councilmembers were subject to election or recall. The Attorney General obtained the declarations of the only unindicted councilmember, Lorenzo Velez, and Mr. Saleh in support of appointment of the monitor. The motion to appoint a monitor was not granted and has become moot with the successful election of a new council.

Aleshire & Wynder wishes to disclose its prior representation of BASTA and Mr. Saleh to the Council. We are writing to give the Bell City Council the opportunity to give its informed written consent to our firm's representation of Bell in the AG litigation should the City Council choose to have us handle the matter, given that BASTA is a former client of A&W and because BASTA assisted the AG against Bell. This may be compelled under the ethical rules governing the conduct of attorneys in California, if we, as BASTA's former attorneys, are considered to have been adverse to Bell. (Councilmember Quintana)

Aleshire & Wynder wishes to disclose its prior representation of BASTA and Mr. Saleh to the Council. We have done this extensively in a letter dated June 22, 2011 which describes the services we provided to BASTA and Mr. Saleh, and we incorporate that letter by reference and will not repeat its contents. Additionally, we have obtained a letter from our former client, BASTA, acknowledging that we have been retained as Bell's City Attorney and will not in the future represent BASTA. Although BASTA felt that the Attorney General's lawsuit was in many respects supportive of the residents of Bell and the City itself, particularly in its request to appoint a monitor to serve until the March election, and was supported in this conclusion by the only unindicted councilmember, City staff without council action chose to oppose the Attorney General's efforts. This could mean that technically the filing of Mr. Saleh's declaration in support of the Attorney General's request for a monitor and the review A&W performed of the declaration, may have made BASTA and A&W adverse to the City, though there was no legitimate City Council sitting to determine the City's interest.

The Council may wish to have A&W handle these matters, which with the dismissal of most of the original causes of action brought by the Attorney General now consist primarily of claims by the City against former officials and counterclaims by the public officials. Accordingly, we are writing to give the Bell City Council the opportunity to give its informed written consent to our firm's representation of Bell in the AG litigation should the City Council choose to have us handle the matter, given that BASTA is a former client of A&W and because BASTA assisted the AG against Bell. This may be

compelled under the ethical rules governing the conduct of attorneys in California, if we, as BASTA's former attorneys, are considered to have been adverse to Bell. (Mr. Aleshire)

The California Rules of Professional Conduct provide in relevant part as follows:

> Rule 3-310(C): A member shall not, without the informed written consent of each client:..
>
> (3) Represent a client in a matter and at the same time in a separate matter accept as a client a person or entity whose interest in the first matter is adverse to the client in the first matter.
>
> Rule 3-310(E): A member shall not, without the informed written consent of the client or former client, accept employment adverse to the client or former client where, by reason of the representation of the client or former client, the member has obtained confidential information material to the employment.

With regard to Rule 3-310(C), our proposed representation of Bell in connection with the AG's litigation described above will not result in our representing Bell and BASTA at the same time or in the same matter.

In an opinion obtained by the City from Roeca Haas Hager, LLP supporting the argument that A&W may be adverse to the City of Bell due to their assisting with the AG claim but, ultimately concluding that A&W does not at present have a conflict of interest, the opinion raised the possibility under 3-310(E) that informed written consent would be required if BASTA were adverse to the City in the future and A&W had received information material to the future representation against BASTA. (Councilmember Quintana)

In an opinion obtained by the City from Roeca Haas Hager, LLP concluding that A&W does not at present have a conflict of interest, the opinion raised the possibility under 3-310(E) that informed written consent would be required if BASTA were adverse to the City in the future and A&W had received information material to the future representation against BASTA.(Mr. Aleshire)

Therefore, and since we have a professional duty of undivided loyalty to our clients, given A&W's past representation of BASTA, we need the informed written consent of both BASTA and Bell before we can represent Bell in the above captioned AG litigation.

With reference to Rule 3-310(E), we have not obtained any confidential information from BASTA that would be material to the above described litigation in which we would

represent Bell, or from Bell that would be material to our representation of BASTA in other non-related matters. The Declaration which we assisted the Attorney General and Mr. Saleh in preparing is attached as Exhibit B and parallels that of the existing Councilmember Velez. We had no information relevant to the AG monitoring litigation not publicly disclosed in this Declaration.

However, the parties may believe we have or may receive such material confidential information in the future as suggested by the opinion. Consequently, before representing Bell in the above captioned AG lawsuit, we request each entity's informed written consent. There is no dual representation as our pro bono BASTA representation ceased with the successful recall (see Exhibit A). In connection with our proposed representation of Bell in this matter and to assist you in determining whether or not to consent to such representation, we do not anticipate any actual or reasonably foreseeable adverse effects upon Bell by reason of our proposed representation of Bell. We will continue to zealously represent the interest of Bell in any and all matters.

We also commit, as we would with any client, to, at a minimum, seek any additional waivers necessary if, in the future, an actual conflict should arise between Bell and BASTA, within the meaning of California Rules of Professional Conduct Rule 3-310(C). Likewise, we would, at a minimum, consult in good faith with Bell and BASTA about standard measures to protect confidentiality in the unlikely event that a conflict should arise between them.

We request that Bell consider this written request carefully. You may wish to confer with independent legal counsel regarding this consent, and should feel free to do so. If, after reviewing and considering the foregoing, Bell consents to our representation of it in the above captioned lawsuit, please sign the enclosed copy of this letter and return it to me as soon as possible.

Please do not hesitate to call me if you have any questions or concerns about the foregoing.

Very truly yours,

[Name]

The City of Bell consents to the representation described above.

_____ Dated_____
By: Mayor, Ali Saleh

_____ Dated_____
By: Vice Mayor, Danny Harber

_____ Dated_____
By: Councilwoman, Violeta Alvarez

_____ Dated_____
By: Councilwoman Ana Maria Quintana

_____ Dated_____
By: Councilman, Nestor Valencia

Quintana
October 6, 2011

Arne Croce, Interim Chief Administrative Officer
City of Bell
6330 Pine Avenue
Bell, CA 90201

Re: Conflict Waiver Regarding: *People of the State of California v. Robert Rizzo, et al.*, Los Angeles County Superior Court, Case No.: BC445497

Dear Mr. Croce:

On July 28, 2011 Aleshire & Wynder ("A&W") was appointed as City Attorney for the City of Bell ("Bell" or the "City"). Prior to this, in September 2010, the California Attorney General ("AG") initiated litigation against Bell and a number of then current and former Bell officials, including Robert Rizzo, Pier'Angela Spaccia, Randy Adams, Oscar Hernandez, Teresa Jacobo, George Cole, Victor Bello and George Mirabal. The AG's lawsuit made various claims, including that those officials engaged in certain illegal activities that caused harm to Bell and its residents by paying themselves excessive salaries. The AG also included the City as a defendant.

The underlying AG litigation was dismissed, according to the publicly available records that we have reviewed, on July 26, 2011 after the AG failed to plead a valid cause of action against the defendants in the lawsuit. The remaining portions of the case include: (i) demands for costs against the State by the defendants, (ii) the City's cross-complaint against Mr. Rizzo for improperly paying himself an excessive salary and for the Court to determine that he is not entitled to payment of his legal fees and defense costs in the case from the City, and (iii) cross-complaints by other defendants concerning payment of their legal fees and defense costs by the City because they were sued by the AG in their official and personal capacities.

Based on the court records we have reviewed, we anticipate that a jury trial might be necessary to determine if the City is responsible for the payment of the individual defendants' legal fees and defense costs because they were sued by the AG in their official and personal capacities. The City's exposure to these claims for legal fees and defense costs likely exceeds $1 million.

As you know, A&W formerly represented BASTA, a Bell-based community group that helped lead the recall against the officials named in the AG's lawsuit. In that

representation, A&W reviewed a declaration by current Bell Mayor Ali Saleh, who at the time was a private citizen and member of BASTA. The Attorney General, as a part of their action sought to have a monitor appointed to monitor the City's actions until the March election, as all of the then serving councilmembers were subject to election or recall. The Attorney General obtained the declarations of the only unindicted councilmember, Lorenzo Velez, and Mr. Saleh in support of appointment of the monitor. The motion to appoint a monitor was not granted and has become moot with the successful election of a new council.

Aleshire & Wynder wishes to disclose its prior representation of BASTA and Mr. Saleh to the Council. we are writing to give the Bell City Council the opportunity to give its informed written consent to our firm's representation of Bell in the AG litigation should the City Council choose to have us handle the matter, given that BASTA is a former client of A&W and because BASTA assisted the AG against Bell. This may be compelled under the ethical rules governing the conduct of attorneys in California, if we, as BASTA's former attorneys, are considered to have been adverse to Bell.

The California Rules of Professional Conduct provide in relevant part as follows:

> Rule 3-310(C): A member shall not, without the informed written consent of each client:..
>
> (3) Represent a client in a matter and at the same time in a separate matter accept as a client a person or entity whose interest in the first matter is adverse to the client in the first matter.
>
> Rule 3-310(E): A member shall not, without the informed written consent of the client or former client, accept employment adverse to the client or former client where, by reason of the representation of the client or former client, the member has obtained confidential information material to the employment.

With regard to Rule 3-310(C), our proposed representation of Bell in connection with the AG's litigation described above will not result in our representing Bell and BASTA at the same time or in the same matter.

In an opinion obtained by the City from Roeca Haas Hager, LLP supporting the argument that A&W may be adverse to the City of Bell due to their assisting with the AG claim but, ultimately concluding that A&W does not at present have a conflict of interest, the opinion raised the possibility under 3-310(E) that informed written consent would be required if BASTA were adverse to the City in the future and A&W had received information material to the future representation against BASTA. Therefore, and since we have a professional duty of undivided loyalty to our clients, given A&W's past representation of BASTA, we need the informed written consent of both BASTA and Bell before we can represent Bell in the above captioned AG litigation.

With reference to Rule 3-310(E), we have not obtained any confidential information from BASTA that would be material to the above described litigation in which we would represent Bell, or from Bell that would be material to our representation of BASTA in other non-related matters. The Declaration which we assisted the Attorney General and Mr. Saleh in preparing is attached as Exhibit B and parallels that of the existing Councilmember Velez. We had no information relevant to the AG monitoring litigation not publicly disclosed in this Declaration.

However, the parties may believe we have or may receive such material confidential information in the future as suggested by the opinion. Consequently, before representing Bell in the above captioned AG lawsuit, we request each entity's informed written consent. There is no dual representation as our pro bono BASTA representation ceased

with the successful recall (see Exhibit A). In connection with our proposed representation of Bell in this matter and to assist you in determining whether or not to consent to such representation, we do not anticipate any actual or reasonably foreseeable adverse effects upon Bell by reason of our proposed representation of Bell. We will continue to zealously represent the interest of Bell in any and all matters.

We also commit, as we would with any client, to, at a minimum, seek any additional waivers necessary if, in the future, an actual conflict should arise between Bell and BASTA, within the meaning of California Rules of Professional Conduct Rule 3-310(C). Likewise, we would, at a minimum, consult in good faith with Bell and BASTA about standard measures to protect confidentiality in the unlikely event that a conflict should arise between them.

We request that Bell consider this written request carefully. You may wish to confer with independent legal counsel regarding this consent, and should feel free to do so. If, after reviewing and considering the foregoing, Bell consents to our representation of it in the above captioned lawsuit, please sign the enclosed copy of this letter and return it to me as soon as possible.

Please do not hesitate to call me if you have any questions or concerns about the foregoing.

Very truly yours,

[Name]

The City of Bell consents to the representation described above.

_____ Dated_____

By: Mayor, Ali Saleh

_____ Dated_____

By: Vice Mayor, Danny Harber

_____ Dated_____

By: Councilwoman, Violeta Alvarez

_____ Dated_____

By: Councilwoman Ana Maria Quintana

_____ Dated_____

By: Councilman, Nestor Valencia

Alshire

October 6, 2011

Arne Croce, Interim Chief Administrative Officer
City of Bell
6330 Pine Avenue
Bell, CA 90201

Re: Conflict Waiver Regarding: *People of the State of California v. Robert Rizzo, et al.*, Los Angeles County Superior Court, Case No.: BC445497

Dear Mr. Croce:

On July 28, 2011 Aleshire & Wynder ("A&W") was appointed as City Attorney for the City of Bell ("Bell" or the "City"). Prior to this, in September 2010, the California Attorney General ("AG") initiated litigation against Bell and a number of then current and former Bell officials, including Robert Rizzo, Pier'Angela Spaccia, Randy Adams, Oscar Hernandez, Teresa Jacobo, George Cole, Victor Bello and George Mirabal. The AG's lawsuit made various claims, including that those officials engaged in certain illegal activities that caused harm to Bell and its residents by paying themselves excessive salaries. The AG also included the City as a defendant.

The underlying AG litigation was dismissed, according to the publicly available records that we have reviewed, on July 26, 2011 after the AG failed to plead a valid cause of action against the defendants in the lawsuit. The remaining portions of the case include: (i) demands for costs against the State by the defendants, (ii) the City's cross-complaint against Mr. Rizzo for improperly paying himself an excessive salary and for the Court to determine that he is not entitled to payment of his legal fees and defense costs in the case from the City, and (iii) cross-complaints by other defendants concerning payment of their legal fees and defense costs by the City because they were sued by the AG in their official and personal capacities.

Based on the court records we have reviewed, we anticipate that a jury trial might be necessary to determine if the City is responsible for the payment of the individual defendants' legal fees and defense costs because they were sued by the AG in their official and personal capacities. The City's exposure to these claims for legal fees and defense costs likely exceeds $1 million.

As you know, A&W formerly represented BASTA, a Bell-based community group that helped lead the recall against the officials named in the AG's lawsuit. In that representation, A&W reviewed a declaration by current Bell Mayor Ali Saleh, who at the

time was a private citizen and member of BASTA. The Attorney General, as a part of their action sought to have a monitor appointed to monitor the City's actions until the March election, as all of the then serving councilmembers were subject to election or recall. The Attorney General obtained the declarations of the only unindicted councilmember, Lorenzo Velez, and Mr. Saleh in support of appointment of the monitor. The motion to appoint a monitor was not granted and has become moot with the successful election of a new council.

Aleshire & Wynder wishes to disclose its prior representation of BASTA and Mr. Saleh to the Council. We have done this extensively in a letter dated June 22, 2011 which describes the services we provided to BASTA and Mr. Saleh, and we incorporate that letter by reference and will not repeat its contents. Additionally, we have obtained a letter from our former client, BASTA, acknowledging that we have been retained as Bell's City Attorney and will not in the future represent BASTA. Although BASTA felt that the Attorney General's lawsuit was in many respects supportive of the residents of Bell and the City itself, particularly in its request to appoint a monitor to serve until the March election, and was supported in this conclusion by the only unindicted councilmember, City staff without council action chose to oppose the Attorney General's efforts. This could mean that technically the filing of Mr. Saleh's declaration in support of the Attorney General's request for a monitor and the review A&W performed of the declaration, may have made BASTA and A&W adverse to the City, though there was no legitimate City Council sitting to determine the City's interest.

The Council may wish to have A&W handle these matters, which with the dismissal of most of the original causes of action brought by the Attorney General now consist primarily of claims by the City against former officials and counterclaims by the public officials. Accordingly, we are writing to give the Bell City Council the opportunity to give its informed written consent to our firm's representation of Bell in the AG litigation should the City Council choose to have us handle the matter, given that BASTA is a former client of A&W and because BASTA assisted the AG against Bell. This may be compelled under the ethical rules governing the conduct of attorneys in California, if we, as BASTA's former attorneys, are considered to have been adverse to Bell.

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With regard to Rule 3-310(C), our proposed representation of Bell in connection with the AG's litigation described above will not result in our representing Bell and BASTA at the same time or in the same matter.

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We request that Bell consider this written request carefully. You may wish to confer with independent legal counsel regarding this consent, and should feel free to do so. If, after reviewing and considering the foregoing, Bell consents to our representation of it in the above captioned lawsuit, please sign the enclosed copy of this letter and return it to me as soon as possible.

Please do not hesitate to call me if you have any questions or concerns about the foregoing.

Very truly yours,

The City of Bell consents to the representation described above.

_____ Dated_____
By: Mayor, Ali Saleh

_____ Dated_____
By: Vice Mayor, Danny Harber

_____ Dated_____
By: Councilwoman, Violeta Alvarez

_____ Dated_____
By: Councilwoman Ana Maria Quintana

_____ Dated_____
By: Councilman, Nestor Valencia

City of Bell
Agenda Report

DATE: October 12, 2011

TO: Honorable Chair and Planning Commission Members

FROM: Carlos M. Chacon, Assistant City Planner

APPROVED BY: Arne Croce, Interim Chief Administrative Officer

SUBJECT: PUBLIC HEARING FOR AND CONSIDERATION OF CONDITIONAL USE PERMIT NO 2011-04 TO ALLOW A RETAIL SHOE STORE TO BE LOCATED WITHIN AN EXISTING 13,000 SQUARE FOOT BUILDING. THE SUBJECT PROPERTY IS LOCATED AT 6400 ATLANTIC AVENUE.

RECOMMENDATION

Staff recommends that the application be reviewed, the public hearing be conducted, and that the Planning Commission adopt Planning Commission Resolution No. PC 2011-45 entitled:

A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF BELL APPROVING CONDITIONAL USE PERMIT NO. 2011-04 TO ALLOW A RETAIL SHOE STORE TO BE LOCATED WITHIN AN EXISTING 13,000 SQUARE FOOT BUILDING. THE SUBJECT PROPERTY IS LOCATED AT 6400 ATLANTIC AVENUE, BELL CA.

DISCUSSION

The applicant, Leedy Ying on behalf of Shoe City 2010 Inc., is requesting that the City of Bell Planning Commission consider a request for Conditional Use Permit (Conditional Use Permit (CUP 2011-04) to allow a Retail Shoe Store to be located within an existing 13,000 square foot building. The Subject property is located at 6400 Atlantic Avenue and is located on the Southeast Corner of Atlantic and Gage Avenues. The property is located within the C-3 zoning district.

BACKGROUND

The applicant, Mr. Leedy Ying, owner of Shoe City, has 32 retail stores located in the Los Angeles, Orange, Riverside, and San Bernardino counties. Shoe City has been in business for over 30 years. The property on which the proposed project will be located was acquired in September 2009. The property continued to be used as the Sopp Chevrolet Dealership facility until they closed down their business on January 1, 2011.

Since then the property has been vacant, for a period longer than six months. Pursuant to section 17.100.060(A) (5), voluntary discontinuance of the utilization of a pre-existing legal non-conforming use, for a period over six months or more, deems the use of the building for that use as abated. Therefore, any new use of the property will require a Conditional Use Permit pursuant to section 17.96.030.17.

DESCRIPTION OF PROPERTY AND IMPROVEMENTS

The property is located on the south east corner of Atlantic and Gage Avenues. The property consists of parcel numbers 6326-001-016, 6326-001-400, 6326-001-401, 6326-001-402, 6326-001-406, and 6326-001-407 with a total of 95,830 square feet. The lot measures 355 linear feet of street frontage along Gage Avenue and 360 linear feet facing Atlantic Avenue. The site is currently developed with three buildings; building A which is located on the corner of Gage and Atlantic, building B which is faces Atlantic Avenue, and Building C which faces Gage Avenue.

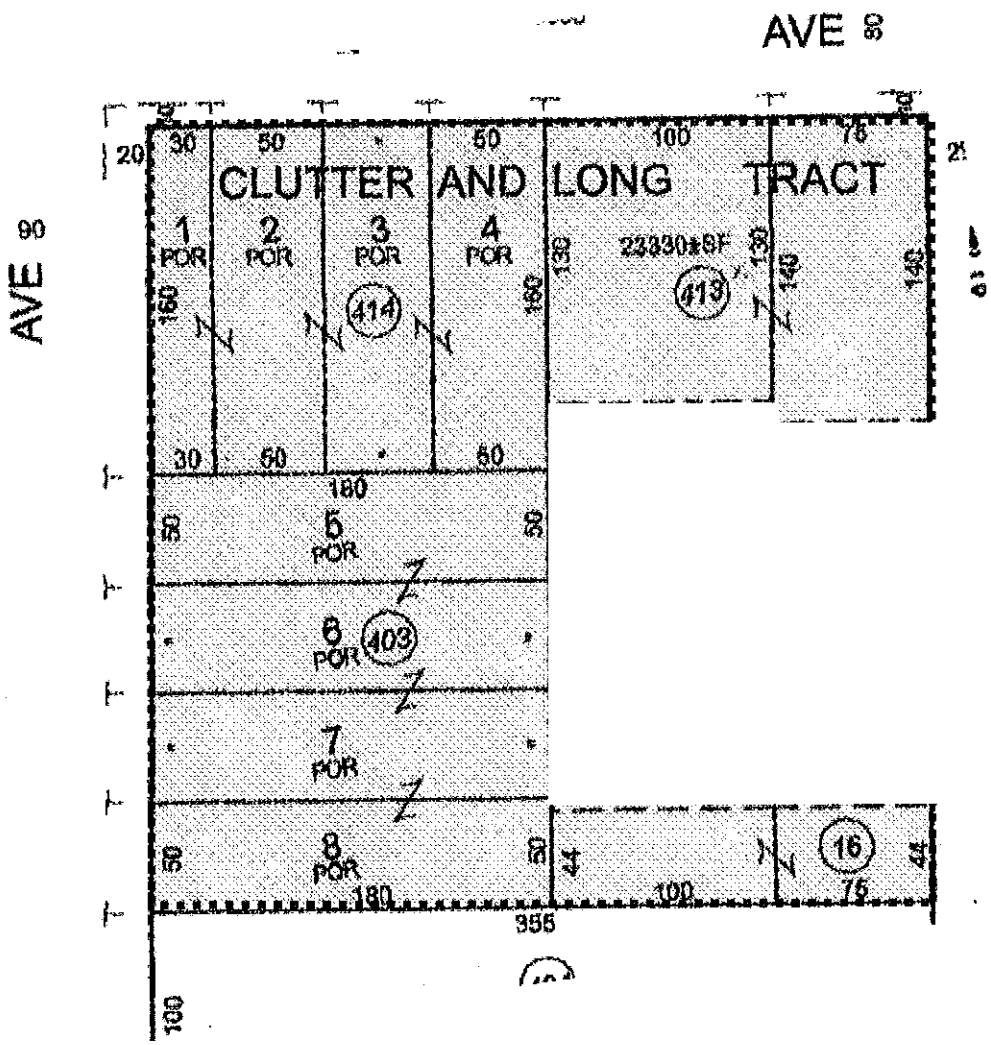
Building A measures a total of 10,000 square feet and is approximately 30 feet high. This building was the previous office for the Sopp Dealership. Building B was utilized for the repair bays for the old Sopp dealership which measures 4,680 square feet and is 15 feet high. Building C located off of Gage Avenue on the southwest corner of Gage and Woodward Avenue, measures 13,000 square feet and is 15 feet high as well.

The site has multiple access driveways along Gage Avenue and along Atlantic Avenue. There are 2 ingress and egress driveways located on the Atlantic Avenue side, 1 ingress and egress driveway facing the gage avenue side, and there is one driveway of egress and ingress on the Woodward avenue facing side.

The applicant proposes to locate a Shoe City Retail Store in Building C as reflected on attachment 'c'. As for the other buildings, the applicant would like to lease out to potential retail users. However, pursuant to Bell Municipal Code section 17.96.030.66, any new use of the property will require a Conditional Use Permit. The applicant has agreed that if his Shoe Store is approved to be located within Building C, it is in the City's best interest that Building A and Building B be approved for specific users only with prior submittal and approval of a Conditional Use Permit by the Planning Commission. Once any tenant receives approval of their Conditional Use Permit, and the Commission has approved a development plan, the applicant will remodel Building C to match the new developments on the reminder of the properties. The purpose of this

entitlement is to allow the applicant to locate his business in the City and occupy building C, and to stimulate the site's business potential with the ultimate goal in acquiring an anchor tenant.

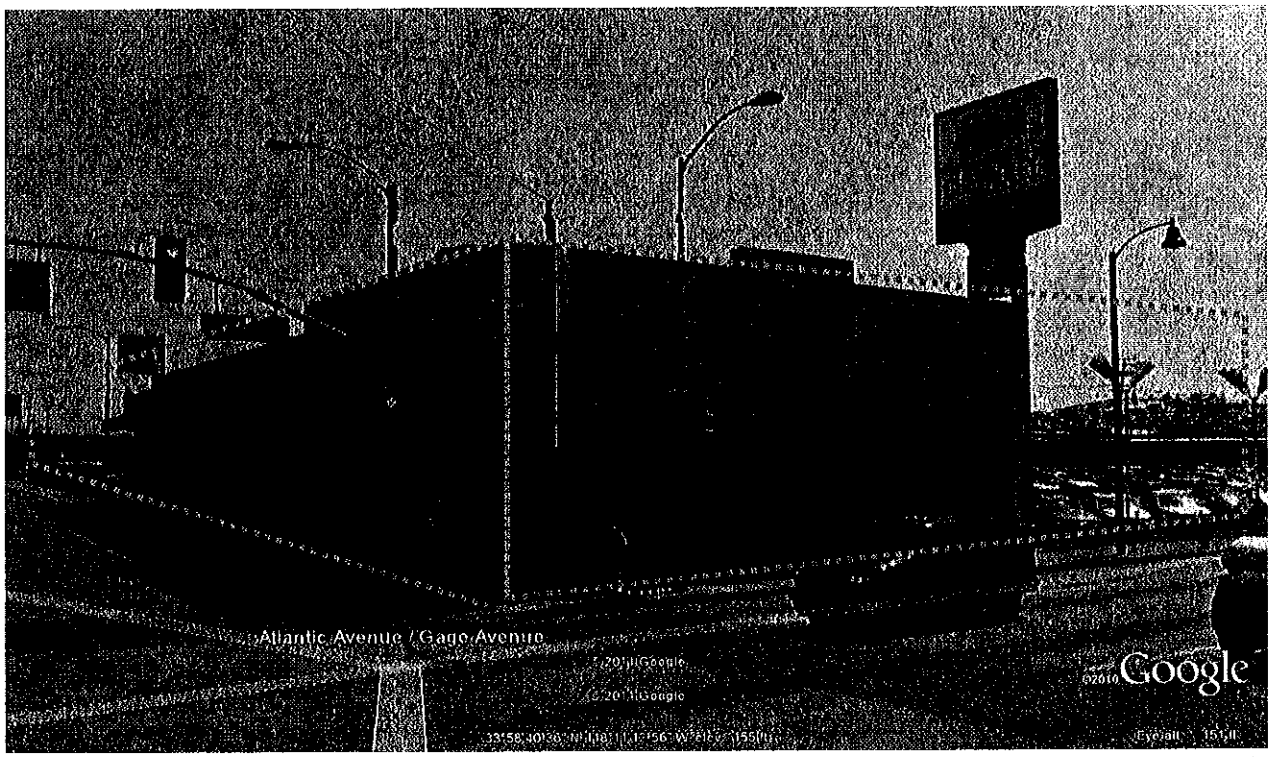
LA COUNTY ASSESOR'S PARCEL MAP



123

AERIAL PHOTO

STREET VIEW



SURROUNDING LAND USES

Direction	Land Use Designation	Use
North	C-3	Heavy Commercial
South	C-3	Heavy Commercial
East	C-3R	Commercial Mixed Use
West	C-3	Heavy Commercial

PARKING

Bell Municipal Code section 17.76.020, General Commercial and Office Areas only require a parking ratio of 1 parking stall for every 200 square feet of gross floor area. However, the Code also stipulates that there are specific requirements that are set forth in Bell Municipal Code section 17.76.020.1 that address buildings that are larger than 5,000 square feet. Specifically, for a spaces devoted in a building for commercial retail use, it requires 25 parking spaces and 1 space for every 250 square feet in excess of 5,000 square feet up to 20,000 square feet. Using this ratio, staff determined the parking requirement for each building as noted on the Land Use Statistics table below.

LAND USE STATISTICS

Total Lot Area (square feet)	95,830 sq. ft.
Parking Spaces Required for Building A	45 spaces
Parking Spaces required for Building B	23 spaces
Parking Spaces Required for Building C	57 spaces
Total Building Area (square feet)	27,909 sq. ft.
Total Number Parking Spaces Required	125 spaces
Total Number of Parking Spaces	142 spaces

GENERAL PLAN CONSISTENCY

The City's General Plan Land Use Element designates the subject property for Commercial 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 which states that Retail Shoe Stores are a permitted use in the C-3R zone in which the subject property is located. Pursuant to section 17.96.030.66, any new use of the property will require a Conditional Use Permit. The proposed Shoe Store location Commercial tenant improvement will be adequate for the site and will meet the general Plan policy 2 in which the project will promote economic stability through the diversification of the commercial base and will develop new employment opportunities.

ARCHITECTURAL REVIEW

The structures are pre-existing commercial buildings with access being provided by existing parking driveways and parking lots at the rear and the side of the property. There will be no additions made to the buildings. The only modification that will be made will be to Building C, where the applicant proposes to locate the Shoe City store in which he will be remodeling the existing square footage to accommodate the shoe store.

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 37 owners were notified of the proposed application and project proposal. The notices were also posted at three specific sites and were published on September 1, 2011 in a newspaper of general circulation which is adjudicated in the city for public notice.

ENVIRONMENTAL REVIEW

Staff has reviewed the Conditional Use Permit application and determined that the proposed project qualifies for a Class 1 Categorical Exemption pursuant to Section 15301 (Existing Facilities) of the California Environmental Quality Act ("CEQA") Guidelines, Title 14, Chapter 3 of the California Code of Regulation and is thereby exempt from CEQA, Public Resources Code Sections 21000 et seq. Consequently, the staff has prepared a Notice of Exemption.

FINDINGS OF FACT

Pursuant to Chapter 17.96.040 of the Bell Zoning Code, staff has provided the following findings that the following circumstances are applicable to the subject site:

1. The proposed use is consistent with the project site being that the proposed site plan showed no substantial modifications to the current layout of existing building. The approval of the use will be similar in nature as the previously approved school and therefore will not be considered as an intensification of such use.

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 and Atlantic Avenue which are major arterial streets that can handle the current and future generated traffic for this existing facility. Additionally, the site is arranged to provide adequate circulation for ingress and egress from Gage and Atlantic Avenues, effectively eliminating any direct traffic incidents on Woodward Avenue.

3. The location of the proposed use on the site is compatible with existing and proposed uses along the commercial corridor along Atlantic and Gage Avenues. The proposed Shoe City Shoe Store will not adversely affect or be materially detrimental to the adjacent uses, buildings or structures or to the public health, safety or general welfare in that the surrounding area is composed of other similar vocational schooling uses that will complement the proposed use.

4. 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 economic stability through the provision of an additional service to patrons which will result in the diversification of the commercial base along the Gage and Atlantic Avenue corridors.

CONDITIONS OF APPROVAL

If the Conditional Use permit is granted, that the following conditions be attached to the Conditional Use Permit:
That the property shall be maintained in accordance with:

A. The Applications and Exhibits thereto, "A" through "D" included in this report 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 exist as of the date of approval of this Application or as the same may hereafter be amended; and

C. All of the conditions of approval as set forth in this Conditional Use Permit No. 2011-04; and

1. That Leedy Ying, of Shoe City 2010 Inc., is the sole holder of this entitlement; and

2. That Leedy Ying, Shoe City 2010 Inc. will operate a retail Shoe Store only with a valid conditional use permit (CUP No. 2011-04); and

3. That this approval does not constitute approvals for any other building occupancy on the site as described on Exhibit "C" (Site Plan) attached to the agenda report; and that any potential applicants for occupancies on Building "A" or Building "B" will require approval through a valid Conditional Use Permit by the Planning Commission; and

4. That 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; and

5. That any violation of any of the conditions of approval shall constitute a revocation of this permit; and

6. That any (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; and

7. That 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; and

8. That all conditions of approval, as requested in writing by the Los Angeles County Fire Department, the Los Angeles County Health Department, and in compliance with the 2010 California Building Code, regarding but not limited to hazardous/flammable storage of chemicals and/or materials, access, fire flow, and maximum occupancy requirements for the property shall be complied with or guaranteed prior to the issuance of building permits for improvements of the property; and

9. That 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; and

10. That no vehicles (commercial or otherwise) shall be:

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

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

iii. Parked overnight; and

11. That all textures, materials, and colors utilized on exterior elevations of the building are subject to review by the City of Bell Architectural Review Board and/or Planning Commission; and

12. That the Applicant guarantees that there will be no deviation from the approved 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 "C" to the Agenda Report accompanying this Resolution; and

13. That the applicant agrees to maintain proper lighting on the property that promotes a secure and safe environment; and

14. That the Applicant agrees that all 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; and

15. That there shall be no public telephones located on the property except within an enclosed building. Building as used herein shall not include telephone booths; and

16. That all trash enclosures shall be maintained in accordance with the standards of the City and shall be architecturally compatible with principal structures, shall be located in a manner that will not impede vehicular motion on the property, and shall conform to the site plan attached as Exhibit "C" to the Agenda Report accompanying this Resolution; and

17. That any 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; and

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

19. 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 pavings at all times be kept in a level and smooth condition; and

20. 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; and

21. That the Applicant or a representative shall execute an Affidavit indicating that he/she is aware of all of the terms and accepts all the conditions imposed upon this Conditional Use Permit; and

22. That 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" – Conditional Use Permit Application
"B" – Environmental Notice of Exemption
"C" – Site Plan, Floor Plan and Elevations
"D" – Radius Map

A

CITY 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.)

CONDITIONAL USE PERMIT 2011-04
rcpt # 1292-97

PLANNING COMMISSION,
CITY OF BELL, CALIFORNIA

The applicant (s) SHOE CITY 2010 INC
is/are OWNER
(State whether owner, lessee, purchaser, or agent for any of the foregoing. If applicant is the agent for any of the foregoing, written authorization must be attached, together with a copy of the contract to purchase where appropriate.)

of the property situated at 6400 ATLANTIC AVE, BELL CA 90201
(street address)

between _____ (street) and _____ (street)

exact legal description of the said property _____

APN PARCEL # 6326-001-016 ; 6326-001-400 ;
AND xxx 401 ; xxx 402, xxx 406, xxx 407
(take legal description from deed or policy of title insurance)

A. Above described property was acquired by applicant on SEP 2009
(month, day, year)

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

(You may attach copy of original printed restrictions in answer to this question after properly underscoring those features governing the type and class of uses permitted thereby.)

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: SHOE CITY

2. PRESENT ZONING: GENERAL COMMERCIAL

3. NATURE OF BUSINESS: RETAIL SHOE STORE

(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. If 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 MARDY YING, 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 _____

Mailing Address 12550 WHITTIER BLVD
WHITTIER CA 90602

Phone Number _____

City State Zip

Subscribed and sworn to before me this 14 day of JULY, 2011

_____
Notary Public

MARDY YING
Commission # 1808639
Notary Public - California
Los Angeles County
My Comm. Expires Aug 29, 2012

CITY OF BELL
PLANNING 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 PROPOSED USE IS ADEQUATE IN SIZE AND SHAPE AND TOPOGRAPHY: (EXPLAIN)

HAS ADEQUATE PARKING FOR THE REAR 13,000 BLDG. THE FRONT 2/3 OF THE LOT IS RESEARVED FOR WALGREENS

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

THE CURRENT PARKING LOT IS IN EXCELLENT CONDITION & HAS ACCESS TO ALL THREE STREETS

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

THE USE WILL NOT ADVERSLY EFFECT ADJACENT PROPERTIES.

ENVIRONMENTAL INFORMATION FORM

(To be completed by applicant)

Date filed 7/28/11

Project Permit Number CUP 2011-04

Subject Site Zone C-3

GENERAL INFORMATION

1. Name, address, and telephone number of developer or project sponsor:
LEEDY YUNG, 12550 WHITTIER BLVD, WHITTIER CA 90602
562-698-2400 x 124

2. Name, address, and telephone number of person to be contacted concerning this project if different from above:

3. Address of project: 6326-001-016, ALSO xxx 400; xxx 401, xxx 402,
Assessor's Block and Lot Number: xxx 406, xxx 407

4. Proposed project description:
SHOE CITY

5. List and describe any other related permits and/or other public approvals required for this project, including those required by city, regional, state and federal agencies:
RESALE PERMIT

PROJECT DESCRIPTION

6. Site Size: 96,000 SQ

7. Square footage: 13,000 SQ REAR BLDG

8. Number of floors of construction: ONE

9. Amount of off-street parking provided: 100

10. Are Project Plans attached: YES

11. Proposed scheduling: SEP 2011

12. Associated projects: WALGREENS

13. Anticipated incremental development:
UPON WALGREEN'S APPROVED ELEVATION, APPLICANT WILL REMODEL THIS 13,000 SQ BLDG TO MATCH WALGREEN'S ARCHITECTURAL FEATURES

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 the type, whether neighborhood, city, or regionally oriented, square footage of sales area, and loading facilities:
REGIONAL RETAIL BLDG, 13,000 SF WITH 3000 SF AS STORAGE AREA AND 10,000 SF AS SALES AREA

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

17. If institutional, indicate the major function, estimated employment per shift, estimated occupancy, loading facilities, and community benefits to be derived from the project:
N/A

18. If the project involves a variance, conditional use or rezoning application, state this and indicate clearly why the application is required:
CONDITIONAL THAT THE BLDG BE REMODELED TO MATCH WALGREENS WHEN WALGREEN'S PLAN IS APPROVED.

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

YES	NO	
___	X	19. Change in existing features of any bays, tidelands, beaches, lakes or hills, or substantial alteration of ground contours.
___	X	20. Change in scenic views or vistas from existing residential areas or public lands or roads.
___	X	21. Change in pattern, scale or character of general area of project.
___	X	22. Significant amounts of solid waste or litter.
___	X	23. Change in dust, ash, smoke, fumes or odors in vicinity.
___	X	24. Change in ocean, bay, lake, stream or round water quality or quantity, or alteration of existing drainage patterns.
___	X	25. Substantial change in existing noise or vibration levels in the vicinity.
___	X	26. Site on filled land or on slope of 10 percent or more.
___	X	27. Use of disposal of potentially hazardous materials such as, toxic substances, flammables, or explosives.
___	X	28. Substantial change in demand for municipal services (police, fire, water, sewage, etc.)

___ X 29. Substantially increased fossil fuel consumption (electricity, oil, natural gas, etc.)

___ X 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.

EXISTING AUTO DEALER SHOW ROOM & REPAIR BLDG. OF 13,000 SF

PROPOSE TO USE 13,000 BLDG AS A SHOE STORE.

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 photos will be required.

RETAIL TO THE SOUTH, NORTH, WEST & EAST.

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: 7.13.11 Signature: [signature] LEEDY YANG

Title: V.P.

NOTICE OF EXEMPTION

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

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

☒ **County Clerk**
County of Los Angeles
12400 Imperial Highway
Norwalk, CA 90650

PROJECT TITLE: CUP 2011-04

PROJECT LOCATION - Specific: 6400 Atlantic Ave

PROJECT LOCATION – City: Bell, CA 90201

PROJECT LOCATION – County: Los Angeles County

DESCRIPTION OF NATURE, PURPOSE, AND BENEFICIARIES OF PROJECT:
Project proposes to allow A RETAIL SHOE STORE TO BE LOCATED WITHIN AN EXISTING 13,000 SQUARE FOOT BUILDING

NAME OF PUBLIC AGENCY APPROVING PROJECT: City of Bell
NAME OF PERSON OR AGENCY CARRYING OUT PROJECT: City of Bell

EXEMPT STATUS: (Check one)
____ Ministerial (Sec.21080(b))(1):15268);
____ Declared Emergency (Sec. 21080(b)(3); 15269(a));
____ Emergency Project (Sec. 21080(b)(4); 15269(b)(c));
__x__ Categorical Exemption. State type and section number: 15301
____ Statutory Exemption. Sate code number:

REASONS WHY THE PROJECT EXEMPT:
The project, as proposed involves negligible or no expansion of an existing commercial building and negligible or no expansion of use as a Retail Shoe Store beyond that existing at this time. The entitlement permit will only allow the building to be occupied by Shoe City Retail Store.

LEAD AGENCY CONTACT PERSON: Carlos M. Chacon (323) 588-6211
IF FILED BY APPLICANT:
1. **Attach certified document of exemption finding.**
2. **Has a notice of exemption been filed by the public agency approving the project?**

YES ☒ **NO** ☐

SIGNATURE: _____
DATE: 10/3/11
TITLE: ASSISTANT CITY PLANNER

☒ **Signed By Lead Agency**

Date Received for filing at OPR: _____

☐ **Signed By Applicant**

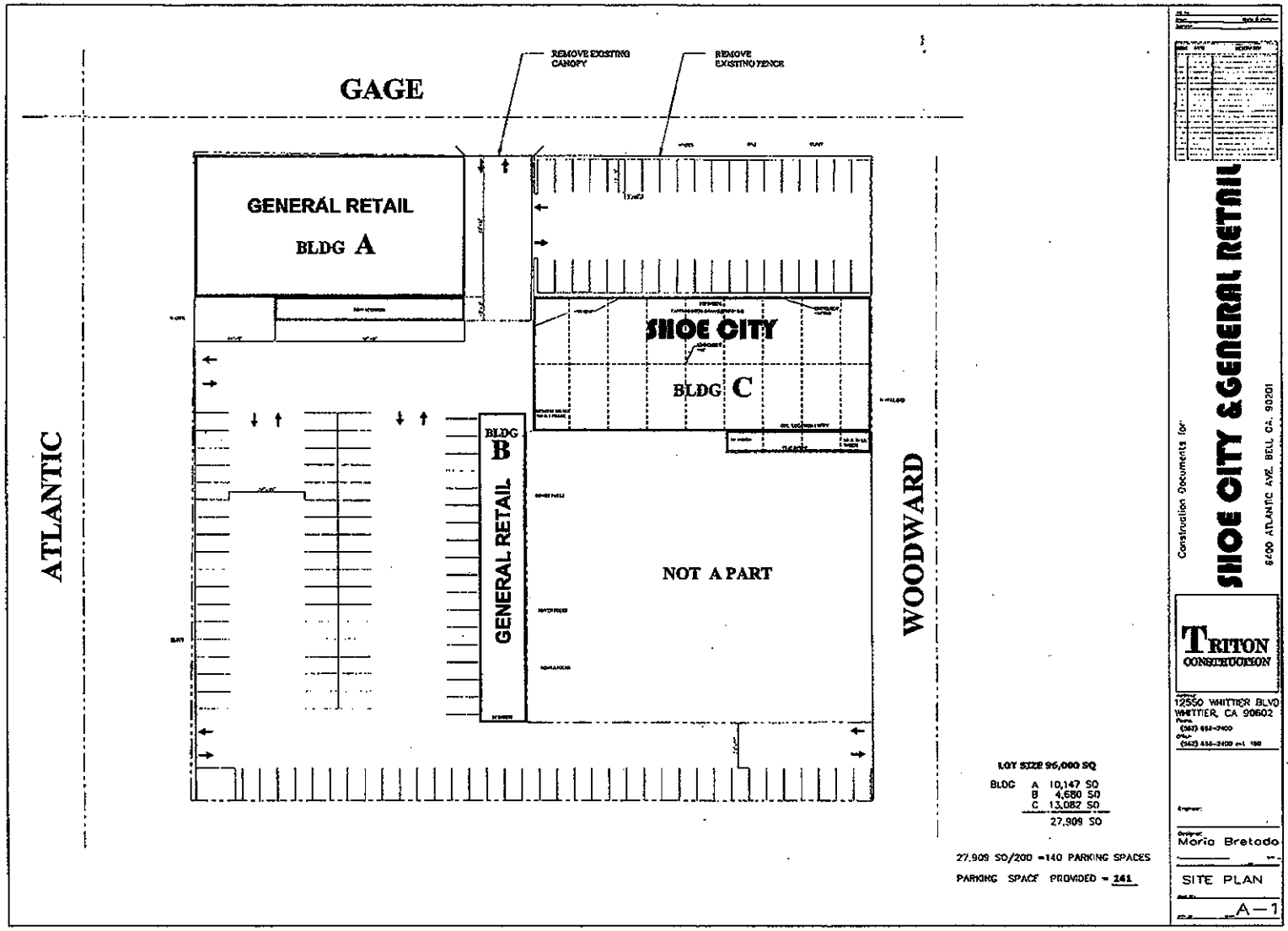
300' Radius Map

6400 Atlantic

N

150 ft

LandVision



Construction Documents for

SHOE CITY & GENERAL RETAIL

6400 ATLANTIC AVE. BELL CA. 90201

TRITON CONSTRUCTION

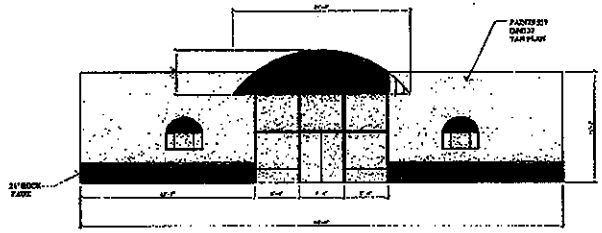
12550 WHITTIER BLVD
WHITTIER, CA 90602

Designer: Maria Bretado

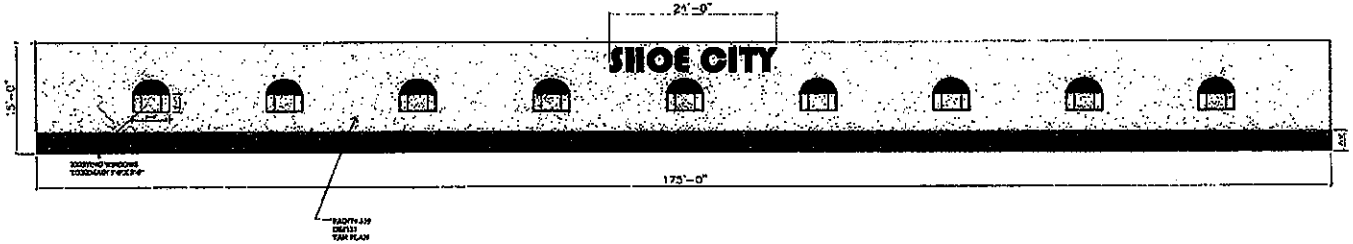
SITE PLAN

A-1

621



SHOE CITY WEST ELEVATION BLDG 'C'



SHOE CITY NORTH ELEVATION BLDG 'C'

SHOE CITY & GENERAL RETAIL

6400 ATLANTIC AVE. BELL CA. 90201

Construction Documents for:

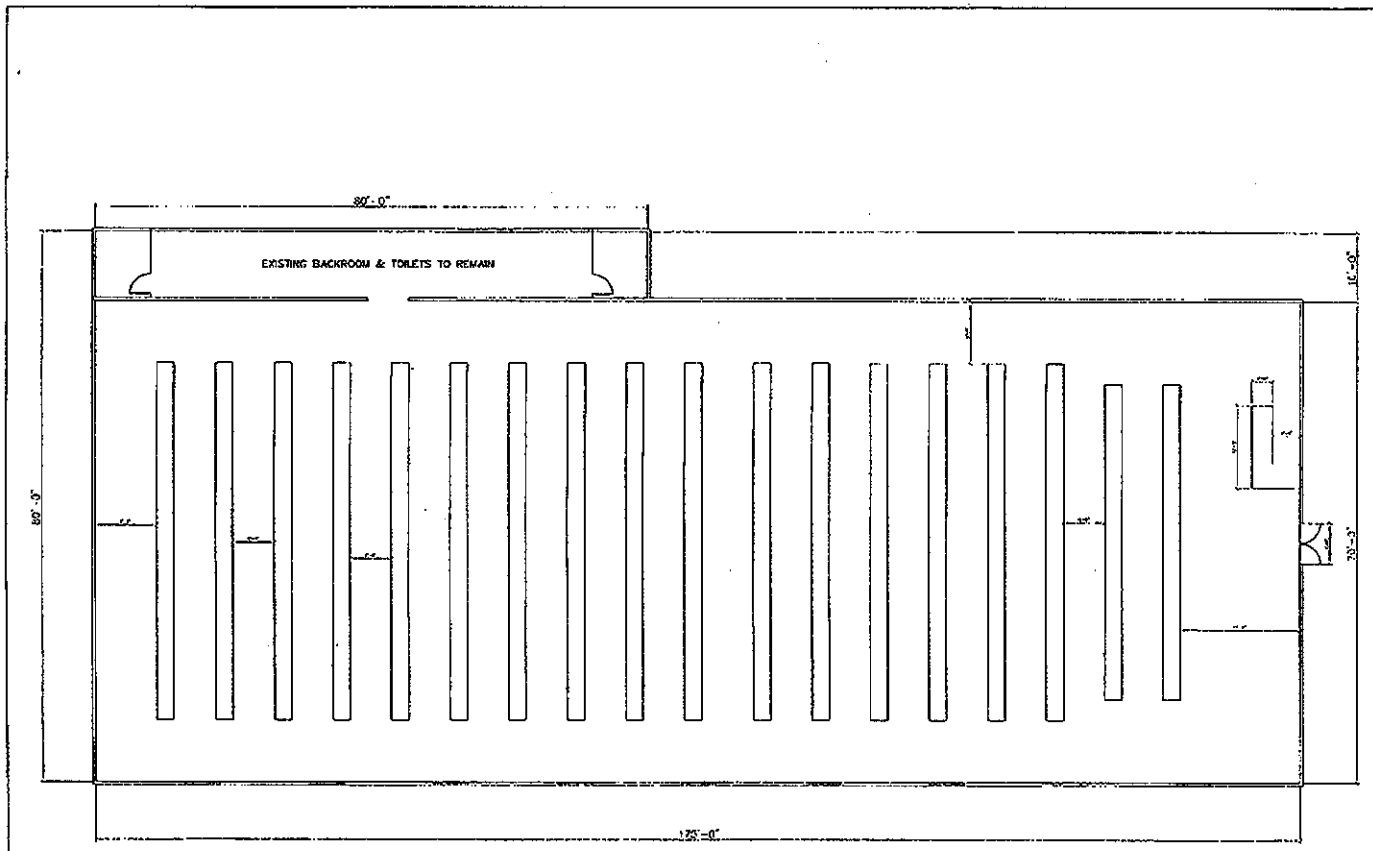
TRITON CONSTRUCTION

12550 WHITTIER BLVD
WHITTIER, CA 90602

Designer: Mario Bretado

ELEVATIONS

A-2



FLOOR PLAN

Construction Documents for:

SHOE CITY & GENERAL RETAIL

6400 ATLANTIC AVE. BELL CA. 90201

TRITON CONSTRUCTION

12550 WHITTIER BLVD
WHITTIER, CA 90602

Mario Bretodo

FLOOR PLAN

A-3

111

SHOE CITY & GENERAL RETAIL
6400 ATLANTIC AVE. BELL CA. 90201
Construction Documents for:
TRITON CONSTRUCTION
12550 WHITTIER BLVD
WHITTIER, CA 90602
Maria Bretado
ELEVATIONS
A-4

WEST ELEVATION BLDG 'B'

Construction Documents for:

SHOE CITY & GENERAL RETAIL

8409 ATLANTIC AVE. BELL CA. 90201

TRITON CONSTRUCTION

12550 WHITTIER BLVD
WHITTIER, CA 90602
Phone
(562) 698-2400
Office
(562) 698-2400 ext. 120

Engineer

Author
Mario Bretado

ELEVATIONS

A--5

NOTICE OF EXEMPTION

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

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

☒ **County Clerk**
County of Los Angeles
12400 Imperial Highway
Norwalk, CA 90650

PROJECT TITLE: CUP 2011-04

PROJECT LOCATION - Specific: 6400 Atlantic Ave

PROJECT LOCATION – City: Bell, CA 90201

PROJECT LOCATION – County: Los Angeles County

DESCRIPTION OF NATURE, PURPOSE, AND BENEFICIARIES OF PROJECT:
Project proposes to allow A RETAIL SHOE STORE TO BE LOCATED WITHIN AN EXISTING 13,000 SQUARE FOOT BUILDING

NAME OF PUBLIC AGENCY APPROVING PROJECT: City of Bell
NAME OF PERSON OR AGENCY CARRYING OUT PROJECT: City of Bell

EXEMPT STATUS: (Check one)
____ Ministerial (Sec.21080(b))(1):15268);
____ Declared Emergency (Sec. 21080(b)(3); 15269(a));
____ Emergency Project (Sec. 21080(b)(4); 15269(b)(c));
__x__ Categorical Exemption. State type and section number: 15301
____ Statutory Exemption. Sate code number:

REASONS WHY THE PROJECT EXEMPT:
The project, as proposed involves negligible or no expansion of an existing commercial building and negligible or no expansion of use as a Retail Shoe Store beyond that existing at this time. The entitlement permit will only allow the building to be occupied by Shoe City Retail Store.

LEAD AGENCY CONTACT PERSON: Carlos M. Chacon (323) 588-6211
IF FILED BY APPLICANT:

1. **Attach certified document of exemption finding.**
2. **Has a notice of exemption been filed by the public agency approving the project?**

YES ☒ **NO** ☐

SIGNATURE: _____
DATE: _____
TITLE: _____

☒ **Signed By Lead Agency**

Date Received for filing at OPR: _____

☐ **Signed By Applicant**

RESOLUTION 2011-45

A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF BELL APPROVING CONDITIONAL USE PERMIT NO. 2011-04 TO ALLOW A RETAIL SHOE STORE TO BE LOCATED WITHIN AN EXISTING 13,000 SQUARE FOOT BUILDING. THE SUBJECT PROPERTY IS LOCATED AT 6400 ATLANTIC AVENUE, BELL CA.

A. RECITALS

WHEREAS, Leedy Ying, of Shoe City 2010 Inc. (the Applicant") filed a complete application requesting the approval of Conditional Use Permit 2011-04 described herein ("Application");

WHEREAS, the Application pertains to an approximate 95,830 square foot property on Los Angeles County Assessor's parcel numbers 6326-001-016, 6326-001-400, 6326-001-401, 6326-001-402, 6326-001-406, and 6326-001-407, more commonly known as 6400 Atlantic Avenue, Bell, California ("Property");

WHEREAS, the Applicant requests approval of a Conditional Use Permit to allow a Retail Shoe Store to be located within an existing 13,000 square foot building, pursuant to Bell Municipal Code, Chapter 17.96.030.17.and

WHEREAS, an environmental assessment form was submitted by the Applicant pursuant to pertinent City requirements. Based upon the information received and Staff's assessment, the project was determined not to have a significant environmental impact on the environment and is categorically exempt from the California Environmental Quality Act ("CEQA") (Public Resources Code Section 210000 et seq.) and pursuant to Section 15301 of the CEQA guidelines, Title 14, Chapter 3 of the California Code of Regulation; and

WHEREAS, on October 12, 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 Exemption for the CUP, the Planning Commission hereby finds and determines that the proposed project is exempt from California Environmental Quality Act ("CEQA") (Public Resources Code Section 21000 et seq.) pursuant to the Class 1 categorical exemption in Section 15301(a) of the CEQA Guidelines (Title 14, Chapter 3 of the California Code of Regulations) in that the project involves the occupation of an existing building. 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 Notice of Exemption and directs the Staff to file the Notice of Exemption as required by law.

4. Based upon substantial evidence presented to this Commission during the October 12, 2011 public hearing, including public testimony and written and oral staff reports, this Commission finds as follows:

   a) The proposed use is consistent with the project site being that the proposed site plan showed no substantial modifications to the current layout of existing building. The approval of the use will be similar in nature as the previously approved school and therefore will not be considered as an intensification of such use.

   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 and Atlantic Avenue which are major arterial streets that can handle the current and future generated traffic for this existing facility. Additionally, the site is arranged to provide adequate circulation for ingress and egress from Gage and Atlantic Avenues, effectively eliminating any direct traffic incidents on Woodward Avenue.

   c) The location of the proposed use on the site is compatible with existing and proposed uses along the commercial corridor along Atlantic and Gage Avenues. The proposed Shoe City Shoe Store will not adversely affect or be materially detrimental to the adjacent uses, buildings or structures or to the public health, safety or general welfare in that the surrounding area is composed of other similar vocational schooling uses that will complement the proposed use.

   d) 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 economic stability through the provision of an additional service to patrons which will result in the

diversification of the commercial base along the Gage and Atlantic Avenue corridors.

Based upon the foregoing findings, the Planning Commission hereby approves Conditional Use Permit No. 2011-04, subject to the following conditions:

C. CONDITIONS OF APPROVAL

1. That the property shall be maintained in accordance with:
   A. The Applications and Exhibits thereto, "A" through "D" included in this report 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 exist as of the date of approval of this Application or as the same may hereafter be amended; and

   C. All of the conditions of approval as set forth in this Conditional Use Permit No. 2011-04; and

2. That Leedy Ying, of Shoe City 2010 Inc., is the sole holder of this entitlement; and

3. That Leedy Ying, Shoe City 2010 Inc. will operate a retail Shoe Store only with a valid conditional use permit (CUP No. 2011-04); and

4. That this approval does not constitute approvals for any other building occupancy on the site as described on Exhibit "C" (Site Plan) attached to the agenda report; and that any potential applicants for occupancies on Building "A" or Building "B" will require approval through a valid Conditional Use Permit by the Planning Commission; and

5. That 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; and

6. That any violation of any of the conditions of approval shall constitute a revocation of this permit; and

7. That any (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; and

8. That 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; and

9. That all conditions of approval, as requested in writing by the Los Angeles County Fire Department, the Los Angeles County Health Department, and in compliance with the 2010 California Building Code, regarding but not limited to hazardous/flammable storage of chemicals and/or materials, access, fire flow, and maximum occupancy requirements for the property shall be complied with or guaranteed prior to the issuance of building permits for improvements of the property; and

10. That 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; and

11. That no vehicles (commercial or otherwise) shall be:

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

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

    iii. Parked overnight; and

12. That all textures, materials, and colors utilized on exterior elevations of the building are subject to review by the City of Bell Architectural Review Board and/or Planning Commission; and

13. That the Applicant guarantees that there will be no deviation from the approved 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 "C" to the Agenda Report accompanying this Resolution; and

14. That the applicant agrees to maintain proper lighting on the property that promotes a secure and safe environment; and

15. That the Applicant agrees that all 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; and

16. That there shall be no public telephones located on the property except within an enclosed building. Building as used herein shall not include telephone booths; and

17. That all trash enclosures shall be maintained in accordance with the standards of the City and shall be architecturally compatible with principal structures, shall be located in a manner that will not impede vehicular motion on the property, and shall conform to the site plan attached as Exhibit "C" to the Agenda Report accompanying this Resolution; and

18. That any 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; and

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

20. 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 pavings at all times be kept in a level and smooth condition; and

21. 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; and

22. That the Applicant or a representative shall execute an Affidavit indicating that he/she is aware of all of the terms and accepts all the conditions imposed upon this Conditional Use Permit; and

23. That 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 Leedy Ying of Shoe City 2010 Inc.

ADOPTED this 12th Day of October, 2011

_____
Ali Saleh
Mayor

ATTEST:

_____
Rebecca Valdez, CMC
City Clerk

I CERTIFY that the foregoing Resolution No. 2011-45 was adopted by the Planning Commission of the City of Bell at a regular meeting thereof held on the 12Th day of October, 2011 by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

_____
Rebecca Valdez, CMC
City Clerk

City of Bell
Agenda Report

DATE: October 12, 2011

TO: Honorable Chair and Planning Commission Members

FROM: Carlos M. Chacon, Assistant City Planner

APPROVED BY: _____
Arne Croce, Interim Chief Administrative Officer

SUBJECT: PUBLIC HEARING FOR AND CONSIDERATION OF CONDITIONAL USE PERMIT NO 2011-05 TO ALLOW LARGE RECYCLING COLLECTION FACILITY TO BE LOCATED WITHIN AN EXISTING 5,018 SQUARE FOOT WAREHOUSE AND AN ATTACHED 1,140 SQUARE FOOT OFFICE TO BE ESTABLISHED AT 6216 MAYWOOD AVENUE BELL CA.

RECOMMENDATION

Staff recommends that the application be reviewed, the public hearing be conducted, and that the Planning Commission adopt Planning Commission Resolution No. PC 2011-46 entitled:

A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF BELL APPROVING CONDITIONAL USE PERMIT NO. 2011-05 TO ALLOW LARGE RECYCLING COLLECTION FACILITY TO BE LOCATED WITHIN AN EXISTING 5,018 SQUARE FOOT WAREHOUSE AND AN ATTACHED 1,140 SQUARE FOOT OFFICE TO BE ESTABLISHED AT 6216 MAYWOOD AVENUE BELL CA.

DISCUSSION

The applicant, Marco Rivera, is requesting that the City of Bell Planning Commission consider a request for Conditional Use Permit (Conditional Use Permit (CUP 2011-05) to allow Large Recycling Collection facility to be located within an existing 5,018 square foot warehouse and an attached 1,140 square foot office, pursuant to Bell Municipal Code, Chapter 17.96.030.66. The Subject property is located at 6216 Maywood Avenue and is located on the Southeast Corner of Maywood Avenue and Randolph Place. The property is located within the C-3R zoning district.

BACKGROUND

The applicant, Marco Rivera currently has a Special Use Permit to operate a small recycling facility located at 6805 Salt Lake Avenue in the City of Bell. He has been in operation since July 2011. However, his current business is expanding and has determined to expand his business and pursue a Large Recycling Collection facility proposed to be located at this new site.

The building located at 6216 Maywood has been vacant for a period longer than six months. Pursuant to section 17.100.060(A) (5), voluntary discontinuance of the utilization of a pre-existing legal non-conforming use, for a period over six months or more, deems the use of the building for that use as abated. Therefore, any new use of the property located at 6216 Maywood Avenue will require a Conditional Use Permit pursuant to section 17.96.030.66 and pursuant to section 17.96.030(9) as well.

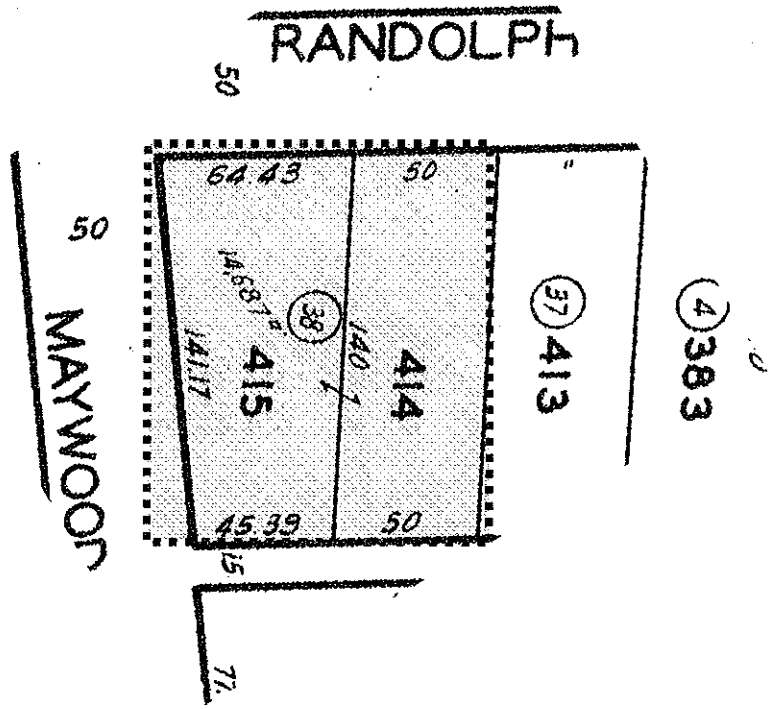
DESCRIPTION OF PROPERTY AND IMPROVEMENTS

The property is located on the south east corner of Maywood Avenue and Randolph Place. The property consists of parcel number 6318-019-038 with a total of 14,687 square feet. The lot measures 141 linear feet of street frontage along Maywood Avenue and 114 linear feet facing Randolph Place. The site is currently developed with an old 23 foot high metal building resembling an aircraft hangar with three dome shaped roof area and a 12' high single story office building. The metal building measures approximately 5,018 square feet and the office building measures 1,140 square feet. The metal building has access from multiple areas including access from Maywood Avenue and from Randolph Place, while the office building only has access from Maywood Avenue.

The site is currently improved with 6 foot high wrought iron fencing along Maywood Avenue and Randolph Place. The fence is lined with shrubbery to screen the existing and minimize the overall size and aspect of the buildings. There is an existing driveway along Randolph Place and along Maywood Avenue. The applicant proposes to provide egress from the property along the Maywood Avenue side by designating the driveway entrance as a one way parkway that will exit the premises on the most southerly property line into the alley. This improvement will aide in the overall circulation of the parking area and facilitate ingress and egress of the property.

Pursuant to Bell Municipal Code section 17.76.020, General Commercial and Office Areas only require a parking ratio of 1 parking stall for every 200 square feet of gross floor area. As for warehousing uses, this use only requires 1 parking stall for every 1,000 square feet of gross floor area. The total square footage of the warehouse use that will be utilized for the recycling collection facility is 5,018 square feet. The parking requirement for that warehouse use will be one parking space for every 1,000 square feet of gross floor area for a total of 5 spaces. The office area measuring 1,140 square feet will require one parking space for every 200 square feet of gross floor area for a total of 5 parking spaces.

LA COUNTY ASSESOR'S PARCEL MAP

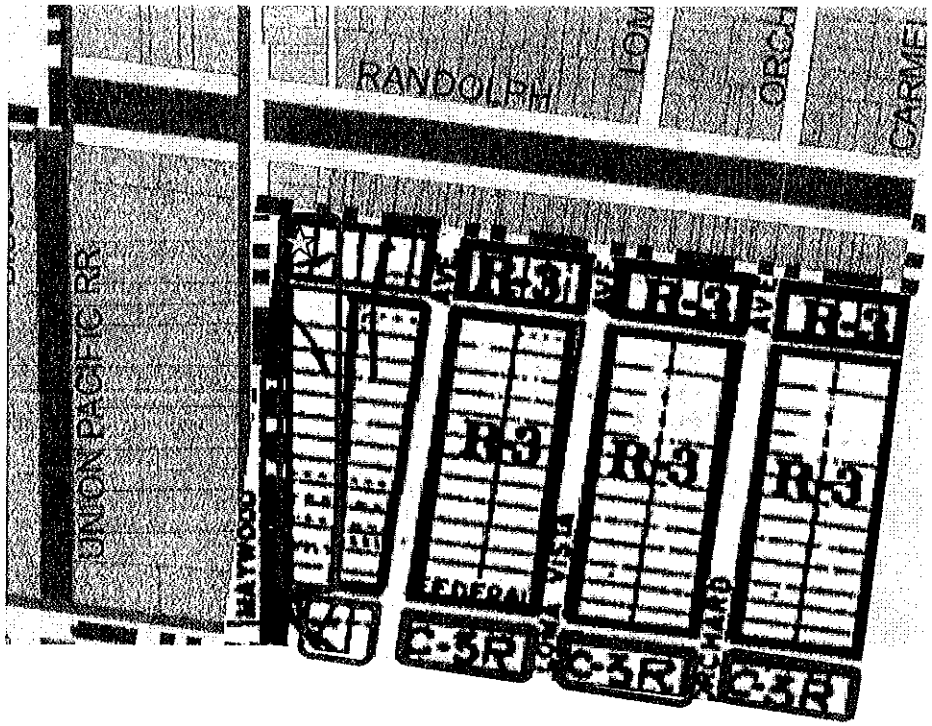


SURROUNDING LAND USES

Direction	Land Use Designation	Use
North	C-G	Commercial General (Huntington Park)
South	C-3R	Commercial Mixed Use
East	C-3R	Commercial Mixed Use
West	MPD	Manufacturing Planned Development (Huntington Park)

ZONING MAP

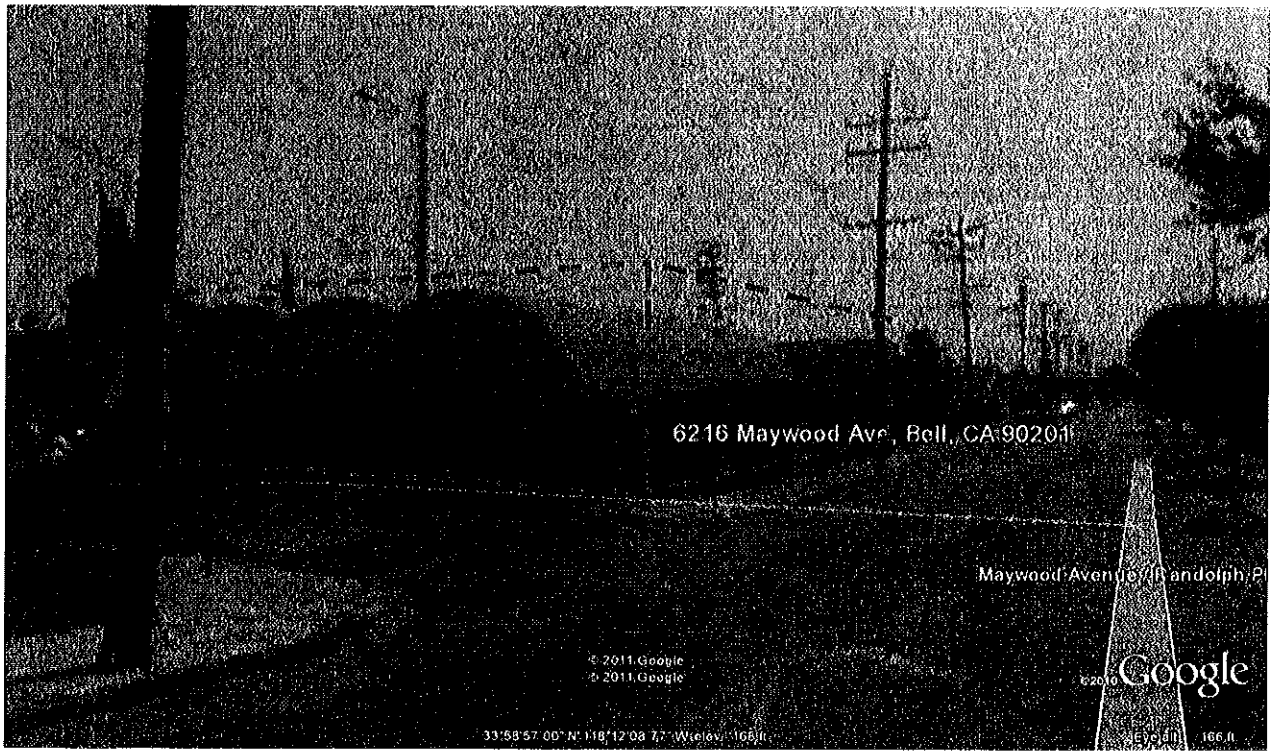
High Density Residential (R-H) C-3R Commercial
Manufacturing Planned Development (MPD) ☆SITE



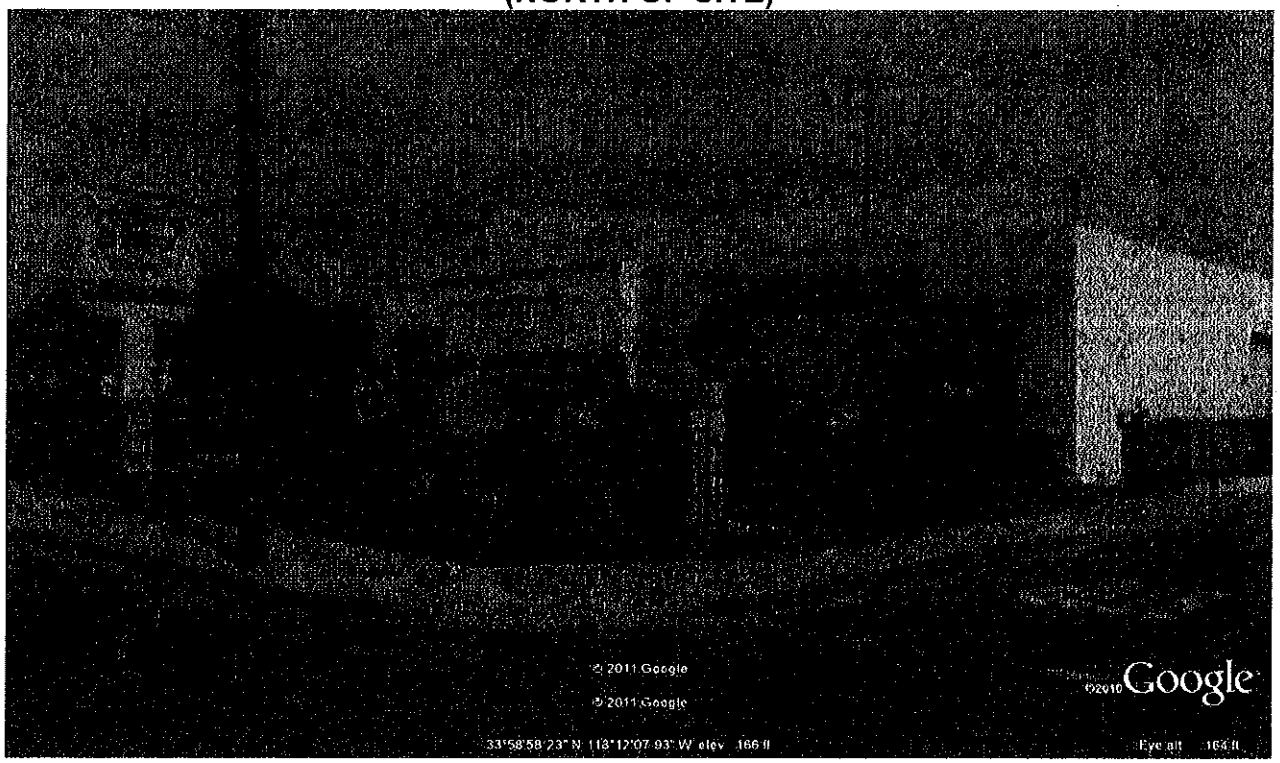
AERIAL PHOTO (VICINITY)

AERIAL PHOTO (SITE)

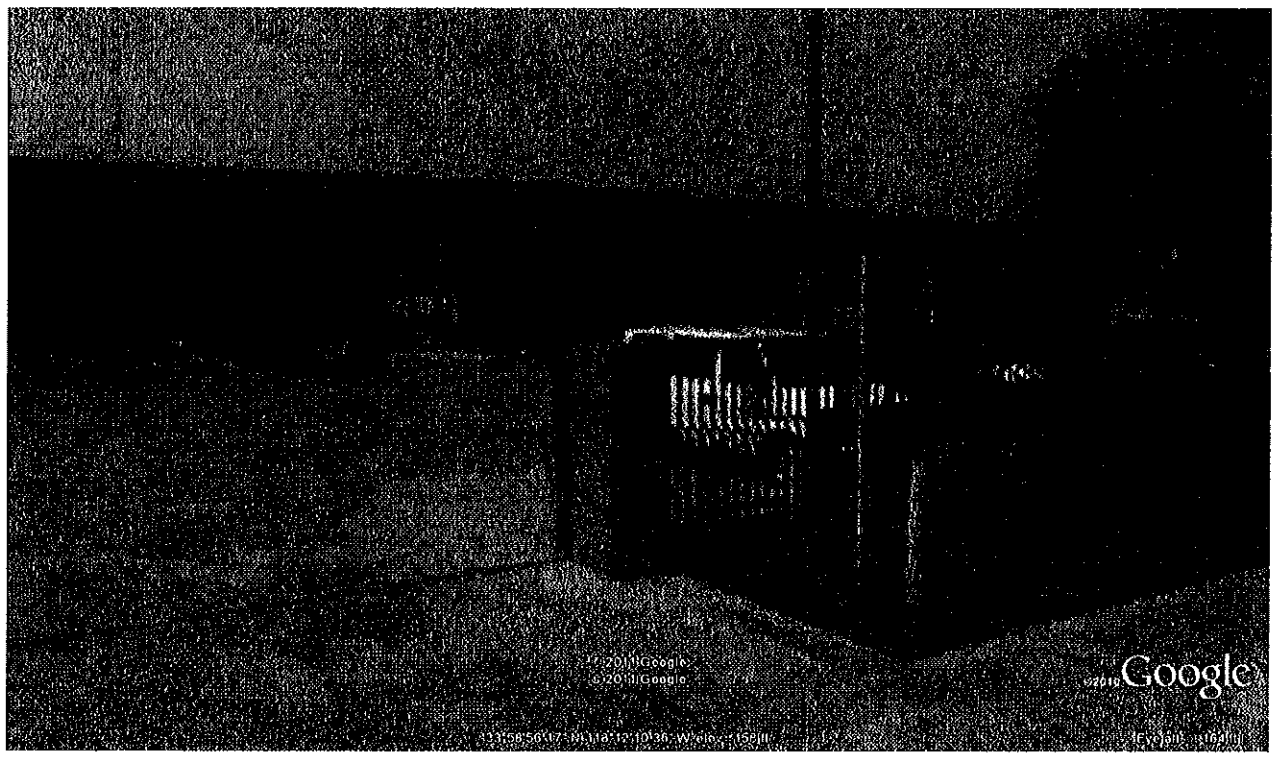
STREET VIEW
(SITE VIEW)



STREET VIEW
(NORTH OF SITE)



STREET VIEW (WEST OF SITE)



LAND USE STATISTICS

Total Lot Area (square feet)	14,687 sq. ft.
Building Area (square feet)	6,158 sq. ft.
Parking Spaces Required for Office Use (1/200)	5 spaces
Parking Spaces Required for Warehouse Use (1/1000)	5 spaces
Total Number Parking Spaces Required	10 spaces
Total Number of Parking Spaces Provided (existing)	7 Standard + 2 Compact + 1 Handicap Accessible = 10 spaces

GENERAL PLAN CONSISTENCY

The City's General Plan Land Use Element designates the subject property for Commercial 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 which according to policy 18 of the land use policies state that the City needs to recognize that recycling refuse is a viable method of managing solid waste. Pursuant to Section 17.96.030.66 of the Bell Municipal Code, any large recycling collection facility may be permitted with a valid Conditional Use Permit in any C zones.

ARCHITECTURAL REVIEW

The structure is a pre-existing commercial building with access being provided by an existing parking lot at the side of the property on Maywood Avenue. There will be no additions made to the building. The only modification that will be made to property will be the back filling of existing dock bay to provide adequate parking spaces and overall site circulation.

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 36 owners were notified of the proposed application and project proposal. The notices were also posted at three specific sites and were published on September 30, 2011 in a newspaper of general circulation which is adjudicated in the city for public notice.

ENVIRONMENTAL REVIEW

Staff has reviewed the Conditional Use Permit application and determined that the proposed project qualifies for a Class 1 Categorical Exemption pursuant to Section 15301 (Existing Facilities) of the California Environmental Quality Act ("CEQA") Guidelines, Title 14, Chapter 3 of the California Code of Regulation and is thereby exempt from CEQA, Public Resources Code Sections 21000 et seq. Consequently, the staff has prepared a Notice of Exemption.

FINDINGS OF FACT

Pursuant to Chapter 17.96.040 of the Bell Zoning Code, staff has provided the following findings that the following circumstances are applicable to the subject site:

1. The proposed use is consistent with the project site being that the proposed site plan showed no substantial modifications to the current layout of existing building. The approval of the use will be similar in nature as the previously warehousing use and therefore will not be considered as an intensification of such use.

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 Maywood Avenue which is an arterial street that can handle the current and future generated traffic for this existing facility. Additionally, the site is arranged to provide adequate circulation for ingress and egress from Maywood Avenue, effectively eliminating any direct traffic incidents on Randolph Place.

3. The location of the proposed use on the site is compatible with existing and proposed uses along the commercial corridor along Maywood Avenue. The proposed Large Recycling Collection Facility will not adversely affect or be materially detrimental to the adjacent uses, buildings or structures or to the public health, safety or general welfare in that the surrounding area is composed of other similar commercial industrial uses that will complement the proposed use.

4. 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 economic stability through the provision of an additional service to patrons which will result in the diversification of the commercial base along the Maywood Avenue corridor. Furthermore, the project will be in compliance with Land Use policy Number 23, by promoting recycling as a means of reducing solid waste.

CONDITIONS OF APPROVAL

If the Conditional Use permit is granted, that the following conditions be attached to the Conditional Use Permit:
That the property shall be maintained in accordance with:

A. The Applications and Exhibits thereto, "A" through "D" included in this report 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 exist as of the date of approval of this Application or as the same may hereafter be amended; and

C. All of the conditions of approval as set forth in this Conditional Use Permit No. 2011-05; and

1. That Marco Rivera, of Rivera Recycling, is the sole holder of this entitlement; and

2. That Marco Rivera, Rivera Recycling shall hold a Certificate from the Department of Resources Recycling and Recovery to operate a Large Recycling Collection Facility only with a valid conditional use permit (CUP No. 2011-05); and

3. The hours of operation for the Large recycling facility will be as follows:
   a. Monday through Friday: 8:00 AM – 6:00 PM
   b. Saturday: 8:00 AM – 5:00 PM
   c. Sunday: 8:00 AM – 2:00 PM

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; and

5. That any violation of any of the conditions of approval shall constitute a revocation of this permit; and

6. That any (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; and

7. That 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; and

8. That all conditions of approval, as requested in writing by the Los Angeles County Fire Department, the Los Angeles County Health Department, and in compliance with the 2010 California Building Code, regarding but not limited to hazardous/flammable storage of chemicals and/or materials, access, fire flow, and maximum occupancy requirements for the property shall be complied with or guaranteed prior to the issuance of building permits for improvements of the property; and

9. That 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; and

10. That no vehicles (commercial or otherwise) shall be:

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

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

    iii. Parked overnight; and

11. That all textures, materials, and colors utilized on exterior elevations of the building are subject to review by the City of Bell Architectural Review Board; and

12. That the Applicant guarantees that there will be no deviation from the approved 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 "C" to the Agenda Report accompanying this Resolution; and

13. That the applicant agrees to maintain proper lighting on the property that promotes a secure and safe environment; and

14. That the Applicant agrees that all 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; and

15. That there shall be no public telephones located on the property except within an enclosed building. Building as used herein shall not include telephone booths; and

16. That all trash enclosures shall be maintained in accordance with the standards of the City and shall be architecturally compatible with principal structures, shall be located in a manner that will not impede vehicular motion on the property, and shall conform to the site plan attached as Exhibit "C" to the Agenda Report accompanying this Resolution; and

17. That any 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; and

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

19. 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 pavings at all times be kept in a level and smooth condition; and

20. 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; and

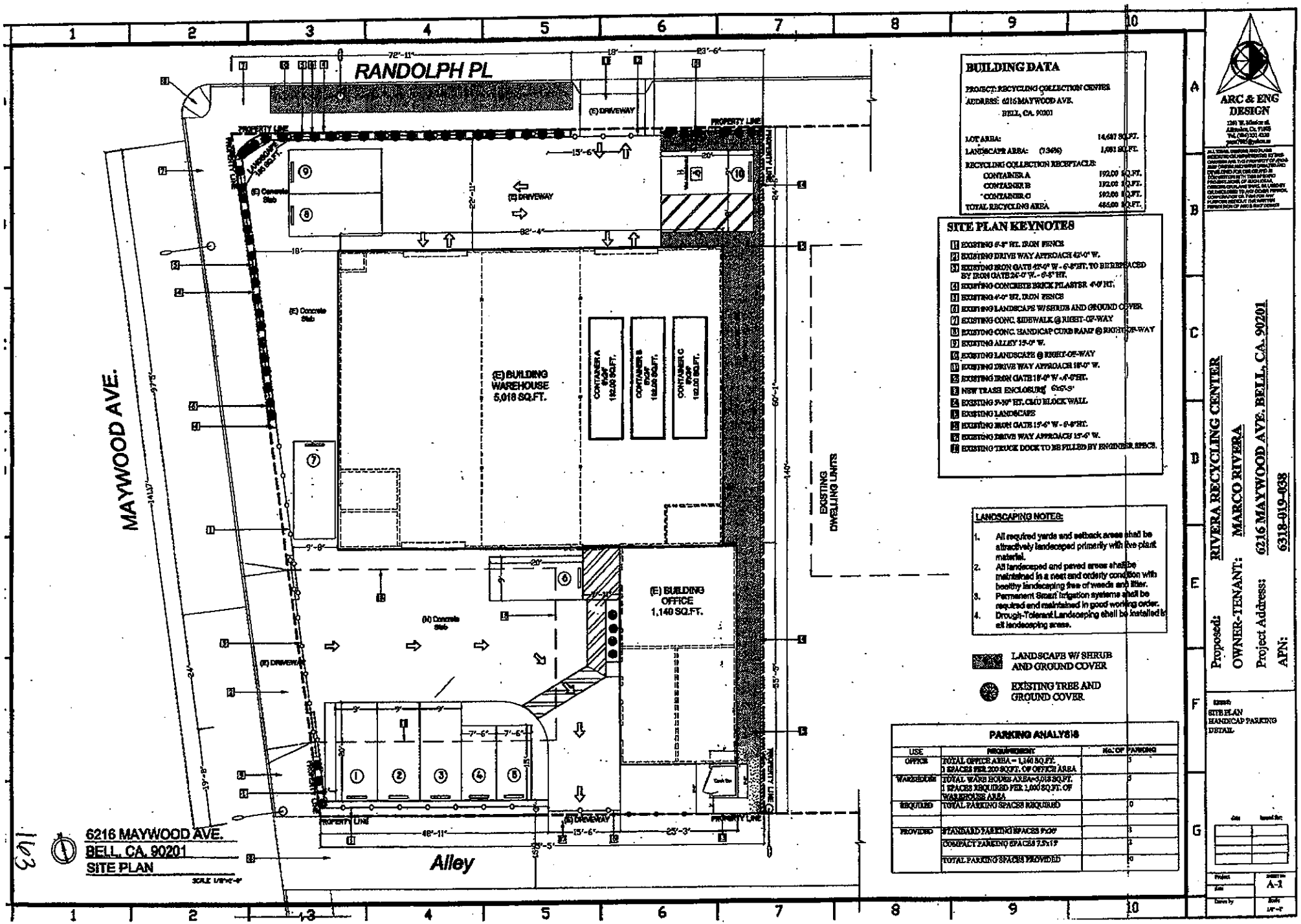
21. That the Applicant or a representative shall execute an Affidavit indicating that he/she is aware of all of the terms and accepts all the conditions imposed upon this Conditional Use Permit; and

22. That 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" – Conditional Use Permit Application
"B" – Environmental Notice of Exemption
"C" – Site Plan, Floor Plan and Elevations
"D" – Radius Map



6216 MAYWOOD AVE.
BELL, CA. 90201
SITE PLAN

SCALE 1/8"=1'-0"

BUILDING DATA

PROJECT: RECYCLING COLLECTION CENTER
ADDRESS: 6216 MAYWOOD AVE.
BELL, CA. 90201

LOT AREA:	14,687 SQ.FT.
LANDSCAPE AREA: (7.36%)	1,081 SQ.FT.
RECYCLING COLLECTION RECEPTACLE:	
CONTAINER A	192.00 SQ.FT.
CONTAINER B	192.00 SQ.FT.
CONTAINER C	192.00 SQ.FT.
TOTAL RECYCLING AREA	486.00 SQ.FT.

SITE PLAN KEYNOTES

1. EXISTING 6'-8" HT. IRON FENCE
2. EXISTING DRIVE WAY APPROACH 42'-0" W.
3. EXISTING IRON GATE 42'-0" W - 6'-8"HT. TO BE REPLACED BY IRON GATE 24'-0" W. - 6'-8" HT.
4. EXISTING CONCRETE BRICK PILASTER 4'-0" HT.
5. EXISTING 4'-0" HT. IRON FENCE
6. EXISTING LANDSCAPE W/ SHRUB AND GROUND COVER
7. EXISTING CONC. SIDEWALK @ RIGHT-OF-WAY
8. EXISTING CONC. HANDICAP CURB RAMP @ RIGHT-OF-WAY
9. EXISTING ALLEY 15'-0" W.
10. EXISTING LANDSCAPE @ RIGHT-OF-WAY
11. EXISTING DRIVE WAY APPROACH 18'-0" W.
12. EXISTING IRON GATE 18'-0" W - 6'-0"HT.
13. NEW TRASH ENCLOSURE 6'x5'-5"
14. EXISTING 5'-10" HT. CMU BLOCK WALL
15. EXISTING LANDSCAPE
16. EXISTING IRON GATE 15'-6" W - 6'-8"HT.
17. EXISTING DRIVE WAY APPROACH 15'-6" W.
18. EXISTING TRUCK DOCK TO BE FILLED BY ENGINEER SPECS.

LANDSCAPING NOTES:

1. All required yards and setback areas shall be attractively landscaped primarily with live plant material.
2. All landscaped and paved areas shall be maintained in a neat and orderly condition with healthy landscaping free of weeds and litter.
3. Permanent Smart Irrigation systems shall be required and maintained in good working order.
4. Drough-Tolerant Landscaping shall be installed in all landscaping areas.

LANDSCAPE W/ SHRUB AND GROUND COVER

EXISTING TREE AND GROUND COVER

PARKING ANALYSIS

USE	REQUIREMENT	No. OF PARKING
OFFICE	TOTAL OFFICE AREA = 1,140 SQ.FT. 1 SPACES PER 200 SQ.FT. OF OFFICE AREA	5
WAREHOUSE	TOTAL WARE HOUSE AREA=5,018 SQ.FT. 1 SPACES REQUIRED PER 1,000 SQ.FT. OF WAREHOUSE AREA	5
REQUIRED	TOTAL PARKING SPACES REQUIRED	10
PROVIDED	STANDARD PARKING SPACES 9'x20'	5
	COMPACT PARKING SPACES 7.5'x15'	5
	TOTAL PARKING SPACES PROVIDED	10

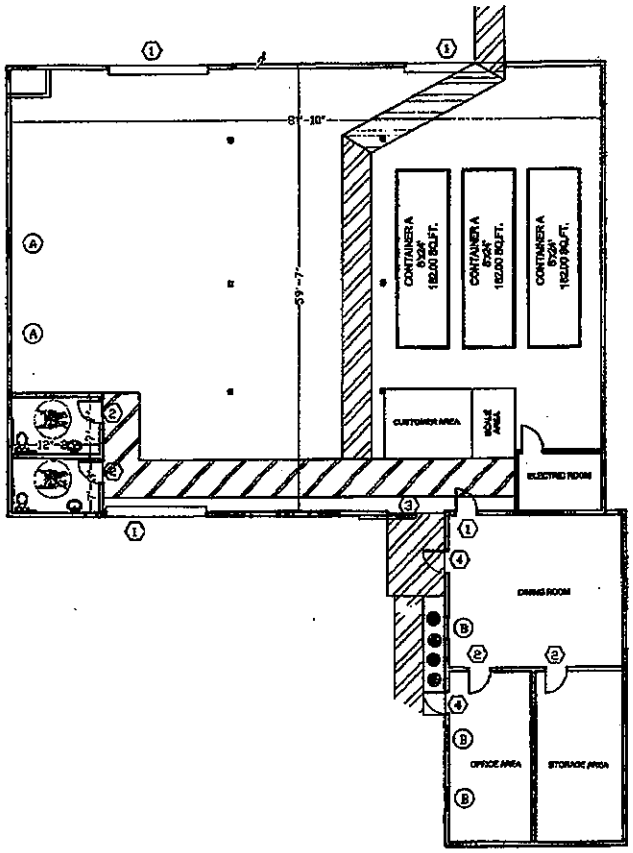
ARC & ENG DESIGN
1301 W. Mission st.
Alhambra, Ca. 91803
Tel. (626)331-4288
gmail7902@yahoo.com

ALL IDEAS, DESIGNS, AND PLANS INDICATED OR REPRESENTED BY THIS DRAWINGS ARE, AND SHALL REMAIN THE PROPERTY OF ARC & ENG DESIGN AND WERE CREATED AND DEVELOPED FOR USE ON THE SPECIFIED PROJECT. NONE OF SUCH IDEAS, DESIGNS, PLANS OR SPECIFICATIONS SHALL BE DISCLOSED TO ANY OTHER PERSON, FIRM OR CORPORATION, NOR USED BY THEM ON ANY OTHER PROJECT WITHOUT THE WRITTEN PERMISSION OF ARC & ENG DESIGN

Proposed: RIVERA RECYCLING CENTER
OWNER-TENANT: MARCO RIVERA
Project Address: 6216 MAYWOOD AVE. BELL, CA. 90201
APN: 6318-019-038

SITE PLAN
HANDICAP PARKING DETAIL

Project
Date
Drawn by
Sheet No. A-1
Scale 1/8"=1'-0"



FLOOR PLAN

SCALE 1/4"=1'-0"

DOOR SCHEDULE (#)			
No	SIZE	MATERIAL	REMARKS
1	13'-9"x 14'-0"	STEEL	CURTAIN DOOR - EXISTING
2	3'-0"x 6'-8"	WOOD HOLLOW CORE	INTERIOR-SELF CLOSING-EXISTING
3	8'-0"x8'-0"	STEEL	CURTAIN DOOR - EXISTING
4	3'-0"x 6'-8"	WOOD SOLID CORE	EXTERIOR-SELF CLOSING-EXISTING

WINDOW SCHEDULE (#)			
No	SIZE	MATERIAL	REMARKS
A	4'-0"x 4'-0"	ALUMINUM	EXTERIOR WINDOW - TEMP. GLASS
B	3'-0"x 3'-0"	ALUMINUM	EXTERIOR WINDOW - TEMP. GLASS

ARC & ENG DESIGN

RIVERA RECYCLING CENTER

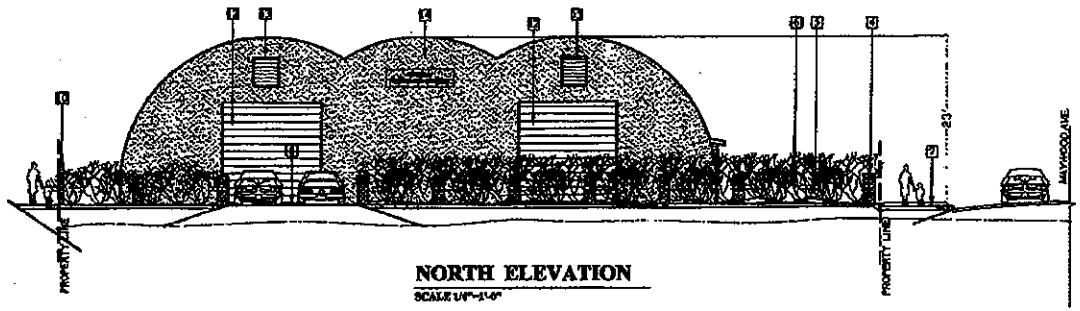
Tenant: **MARCO RIVERA**

Project Address: 6216 MAYWOOD AVE., BELL, CA. 90201

APN: 6318-019-038

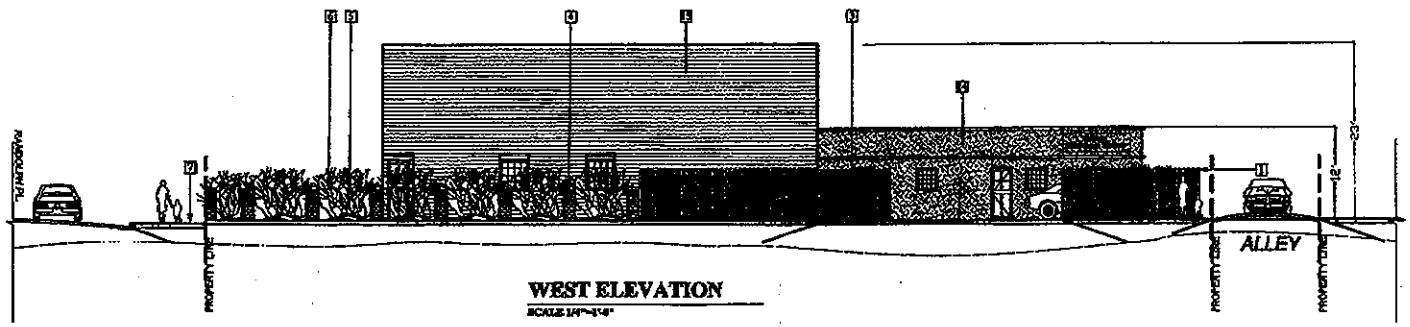
SHEET: FLOOR PLAN

A-2



NORTH ELEVATION

SCALE 1/8"=1'-0"

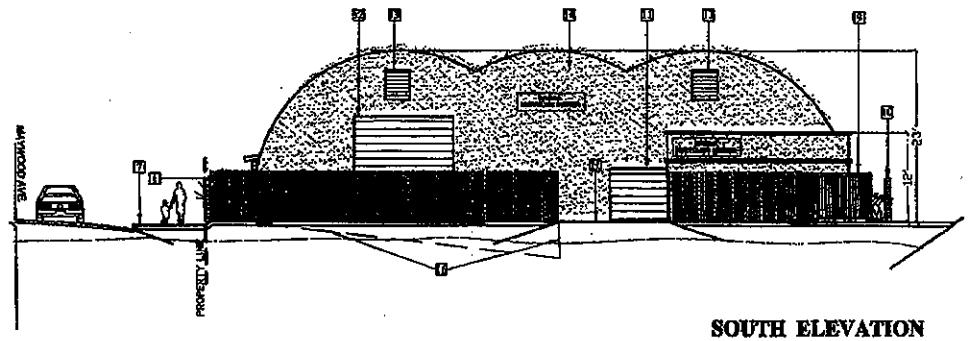


WEST ELEVATION

SCALE 1/8"=1'-0"

ELEVATION KEYNOTES

1. EXISTING 6'-0" HT. IRON FENCE
2. EXISTING DRIVE WAY APPROACH 42'-0" W.
3. EXISTING IRON GATE 47'-0" W - 6'-0"HT. TO BE REPLACED BY IRON GATE 24'-0" W. - 6'-0" HT.
4. EXISTING CONCRETE BROCK PILASTER 4'-0 HT.
5. EXISTING 4'-0" HT. IRON FENCE
6. EXISTING LANDSCAPE W/ SHRUB AND GROUND COVER
7. EXISTING CONC. SIDEWALK @ RIGHT-OF-WAY
8. EXISTING DRIVE WAY APPROACH 18'-0" W.
9. NEW TRASH ENCLOSURE 8'-0"x7'-0"
10. EXISTING 5'-10" HT. CMU BLOCK WALL
11. EXISTING DRIVE WAY APPROACH 15'-0" W.
12. EXISTING ROLL-UP DOOR 13'-9" x 14'-0"
13. EXISTING ROOF VENT
14. EXISTING STUCCO COLOR - WHITE
15. EXISTING STEEL WALL - COLOR WHITE
16. EXISTING TRUCK DOCK TO BE FILLED BY ENGINEER SPECS.



SOUTH ELEVATION

SCALE 1/8"=1'-0"

ARC & ENG DESIGN

RIVERA RECYCLING CENTER

Tenant: MARCO RIVERA

Project Address: 6216 MAYWOOD AVE, BELL, CA. 90201

APN: 6318-019-038

SHEET: ELEVATIONS

SHEET NO: A-3

SCALE: 1/8"=1'-0"

CITY OF BELL

CONDITIONAL USE PERMIT APPLICATION

2011-05 (2/16/11)

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

PLANNING COMMISSION,
CITY OF BELL, CALIFORNIA

The applicant (s) MARCO CESAR RIVERA
is/are LESSEE
(State whether owner, lessee, purchaser, or agent for any of the foregoing. If applicant is the agent for any of the foregoing, written authorization must be attached, together with a copy of the contract to purchase where appropriate.)

of the property situated at 6216 HAYWOOD AVE BELL CA 90201
(street address)

between RANDOLPH PL (street) and ALLEY (E) (street)

exact legal description of the said property APN 6318/019/038

TRACT # 2420 LOTS 414/415

(take legal description from deed or policy of title insurance)

A. Above described property was acquired by applicant on June 1, 2011
(month, day, year)

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

(You may attach copy of original printed restrictions in answer to this question after properly underscoring those features governing the type and class of uses permitted thereby.)

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: RECYCLING CENTER "Collection Facilities"
We buy Plastic, CANS, GLASS
2. PRESENT ZONING: C-3
3. NATURE OF BUSINESS: LARGE RECYCLING CENTER

(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. If a building is involved, a sketch or plan to scale with photographic or other suitable description should accompany this application.)

RCPH 12482
CUP 2011-05

PROPERTY OWNER'S AFFIDAVIT

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

I Eshagh. YAGHOUBIEH, 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 [signature]

P.O. Box 64473
Mailing Address

310-477-3223
Phone Number 213-392-0242

LA CA 90064
City State Zip

Subscribed and sworn to before me this 15TH day of AUGUST, ~~19~~ 2011

Penelope Johnson
Notary Public

PENELOPE JOHNSON
COMM. # 1813292
NOTARY PUBLIC - CALIFORNIA
LOS ANGELES COUNTY
COMM. EXPIRES SEPT. 16, 2012

MGC1 MGC1

CITY OF BELL
PLANNING 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 PROPOSED USE IS ADEQUATE IN SIZE AND SHAPE AND TOPOGRAPHY: (EXPLAIN)

YES THE LOT IS FLAT AND. ADEQUATE FOR RECYCLING CENTER AND EXCED THE MINIMUM SIZE.

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

YES WE HAVE FOR 3 DIFFERENT WAYS RANDOLF PL. MAYWOOD AVE AND ALLEY ON SOUTH SIDE.

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

NO THE PROPOSED USE DON'T AFFECT IT IS COMERCIAL SITE.

ENVIRONMENTAL INFORMATION FORM

(To be completed by applicant)

Date filed 8/16/11

Project Permit Number CUP 2011-05

Subject Site Zone C-3R

GENERAL INFORMATION

1. Name, address, and telephone number of developer or project sponsor:
   MARCO CESAR RIVERA · 6004 WOODWARD AVE MAYWOOD CA 90270 (323) 459 78 35

2. Name, address, and telephone number of person to be contacted concerning this project if different from above:

3. Address of project: 6216 MAYWOOD AVE BELL CA 90201
   Assessor's Block and Lot Number: 6318 - 019 - 038 414-415

4. Proposed project description:
   CONVERT TO WAREHOUSE TO RECYCLING CENTER.

5. List and describe any other related permits and/or other public approvals required for this project, including those required by city, regional, state and federal agencies:
   RESTRIPING PARKING AND (N) TRASH BIN

PROJECT DESCRIPTION

6. Site Size: 14,687

7. Square footage: OFFICE AREA 1,140 - WAREHOUSE 3,019

8. Number of floors of construction: 1

9. Amount of off-street parking provided: 10

10. Are Project Plans attached: YES

11. Proposed scheduling: RECYCLING CENTER

12. Associated projects: ARC AND ENG DESIGN 1201 W MISSION RD. ALHAMBRA CA. 91803 (626) 253 9820

13. Anticipated incremental development:

/

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

/

15. If commercial, indicate the type, whether neighborhood, city, or regionally oriented, square footage of sales area, and loading facilities:
FRONT AND SIDE COMMERCIAL AND BACK RESIDENCIAL

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

17. If institutional, indicate the major function, estimated employment per shift, estimated occupancy, loading facilities, and community benefits to be derived from the project:
N/A

18. If the project involves a variance, conditional use or rezoning application, state this and indicate clearly why the application is required:
BECAUSE IS CORNER LOT / LARGE RECYCLING COLLECTION FACILITIES REQUIRE A CUP.

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

YES	NO	
___	X	19. Change in existing features of any bays, tidelands, beaches, lakes or hills, or substantial alteration of ground contours.
___	X	20. Change in scenic views or vistas from existing residential areas or public lands or roads.
___	X	21. Change in pattern, scale or character of general area of project.
___	X	22. Significant amounts of solid waste or litter.
___	X	23. Change in dust, ash, smoke, fumes or odors in vicinity.
___	X	24. Change in ocean, bay, lake, stream or round water quality or quantity, or alteration of existing drainage patterns.
___	X	25. Substantial change in existing noise or vibration levels in the vicinity.
___	X	26. Site on filled land or on slope of 10 percent or more.
___	X	27. Use of disposal of potentially hazardous materials such as, toxic substances, flammables, or explosives.
___	X	28. Substantial change in demand for municipal services (police, fire, water, sewage, etc.)

___ X 29. Substantially increased fossil fuel consumption (electricity, oil, natural gas, etc.)

___ X 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.

SEE PICTURES ATTACH AND REPORTS.

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 photos will be required.

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: 08-12-11 Signature: Marco C. Rivera

Title: LESSE

CalRecycle

DEPARTMENT OF RESOURCES RECYCLING AND RECOVERY

801 K STREET, MS 19-01, SACRAMENTO, CALIFORNIA 95814 • (916) 322-4027 • WWW.CALRECYCLE.CA.GOV

Marco Rivera
Rivera Recycling
6004 Woodward Avenue
Maywood, CA 90270

Dear Mr. Rivera:

Congratulations! Your application for certification to operate a recycling center at 6216 Maywood in Bell has been approved. Your certification number is RC144796.001 When you contact us, you will need to refer to this number. Please check the enclosed certificate for accuracy, and if corrections are required, contact the certification specialist listed below.

This is a probationary certification, and it expires 07/31/2013. During the probationary period, transactions and recordkeeping will be monitored to ensure that you can operate in accordance with the California Beverage Container Recycling and Litter Reduction Act, Public Resources Code, Division 12.1, (Act) and Title 14 of the California Code of Regulations (regulations).

This certification number is valid only at the above address. Operation of a facility at any other address requires a separate certification number.

In order to activate your certification, you must tell us the date your facility begins operating. This must be done in writing and within 5 calendar days of the operational date. It cannot be before your approval date and future dates are not accepted. You have 60 calendar days from the approval date to become operational. The deadline is 10/22/2011. Your aluminum certification sign or decal will be mailed to you once we receive your operational date. If we do not receive it by the deadline, we will invalidate your certification and payments of "California Refund Value" (CRV) will be disallowed.

Enclosed are highlights of your responsibility as a certified operator. These highlights do not attempt to cover every aspect of the law. It is your responsibility to read and understand the Act and all applicable regulations. Failure to comply with Act and/or regulations may result in fines and possible civil penalties.

If you have any questions regarding this letter, please contact Wendy Mirazo at (916) 327-4393.

Sincerely,

Margo Wildman

Margo Wildman, Supervisor
Certification Services Section

Enclosures

OP ID: 18803
Case ID: 205956

ORIGINAL PRINTED ON 100% POST-CONSUMER CONTENT, PROCESSED CHLORINE FREE PAPER

State of California

CalRecycle

Beverage Container Certification & Registration Branch

Certification is Non-Transferable

Certified Recycling Center

Certificate issued to:

Contact Person: **Marco Rivera**
Organization: **Rivera Recycling**
Facility/DBA: **Rivera Recycling**
6216 Maywood Ave
Bell, CA 90201

For Collection Of:
Aluminum
Glass
Plastic
Bimetal

Issued by:

Karen Harris

Branch Chief
Beverage Container Certification & Registration Branch

Certification Number: **RC144796.001**
Expiration Date: **07/31/2013**

NOTICE OF EXEMPTION

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

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

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

PROJECT TITLE: CUP 2011-05

PROJECT LOCATION - Specific: 6216 Maywood Ave

PROJECT LOCATION – City: Bell, CA 90201

PROJECT LOCATION – County: Los Angeles County

DESCRIPTION OF NATURE, PURPOSE, AND BENEFICIARIES OF PROJECT:
Project proposes to allow Large Recycling Collection facility to be located within an existing 5,018 square foot warehouse and an attached 1,140 square foot office

NAME OF PUBLIC AGENCY APPROVING PROJECT: City of Bell
NAME OF PERSON OR AGENCY CARRYING OUT PROJECT: City of Bell

EXEMPT STATUS: (Check one)
____ Ministerial (Sec.21080(b))(1):15268);
____ Declared Emergency (Sec. 21080(b)(3); 15269(a));
____ Emergency Project (Sec. 21080(b)(4); 15269(b)(c));
__x__ Categorical Exemption. State type and section number: 15301
____ Statutory Exemption. Sate code number:

REASONS WHY THE PROJECT EXEMPT:
The project, as proposed involves negligible or no expansion of an existing commercial building and negligible or no expansion of use as a Large recycling Center beyond that existing at this time. The entitlement permit will only allow the building to be occupied by Rivera Recycling Center.

LEAD AGENCY CONTACT PERSON: Carlos M. Chacon (323) 588-6211
IF FILED BY APPLICANT:

1. **Attach certified document of exemption finding.**
2. **Has a notice of exemption been filed by the public agency approving the project?**

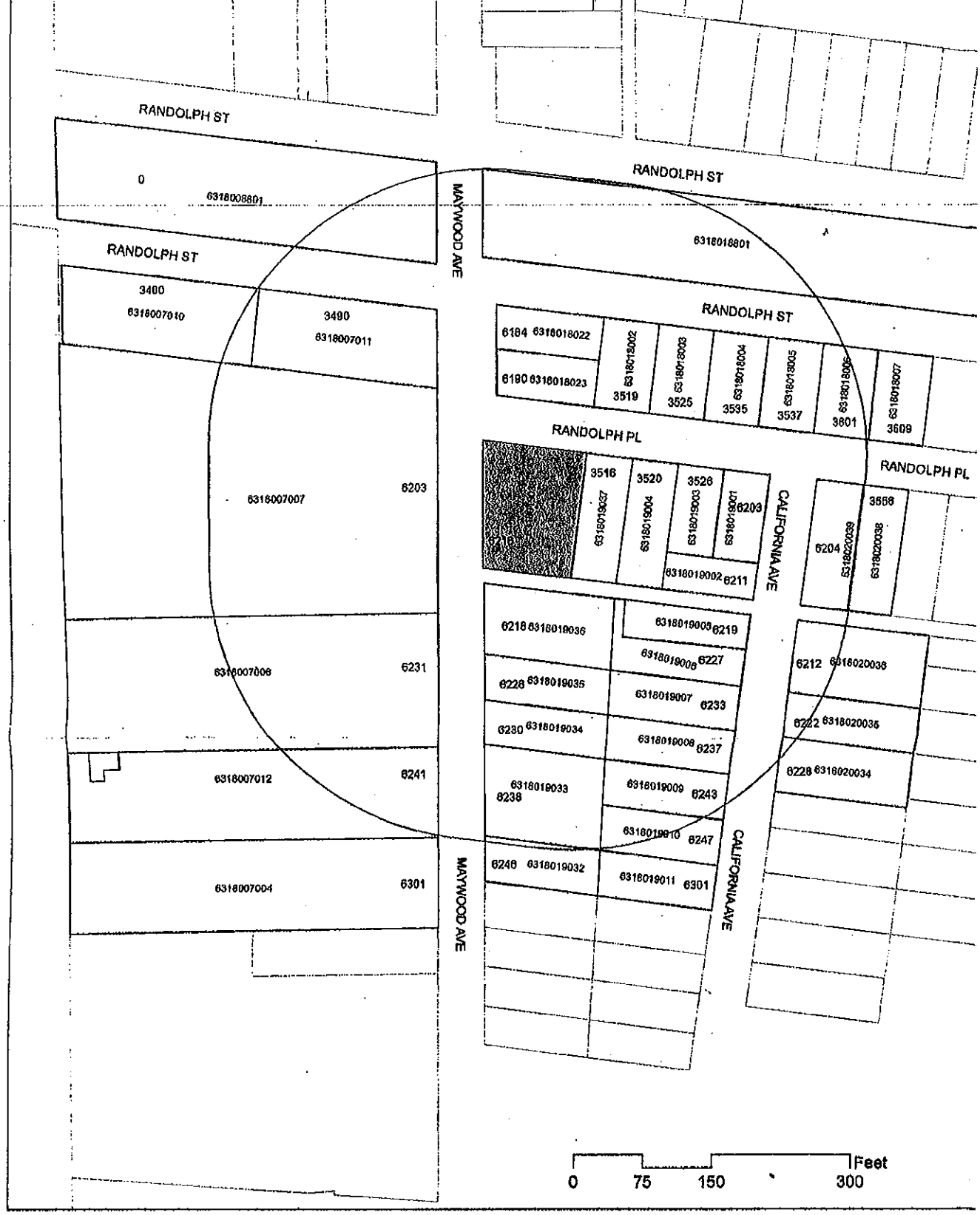
YES [x] **NO** [ ]

SIGNATURE: _____
DATE: 10/31/11
TITLE: ASSISTANT CITY PLANNER

[x] **Signed By Lead Agency**

Date Received for filing at OPR: _____

[ ] **Signed By Applicant**



6216 MAYWOOD AVE
CITY OF BELL

300' OWNERSHIP

OWNER_LABELS
300' OWNERS
6316019038 SITE
300' RADIUS

Map Prepared by:
Leon Mapping & GIS Services
15031 Chatsworth St, Ste 17
Mission Hills, CA 91345
818-235-7649 Fax 866-299-7934
leonmapping@hotmail.com
www.laradiusmaps.com

CASE #
DATE: 07/14/2011
USES: FIELD
CONTACT: MARCO RIVERA
PHONE: 323-4597-836

N

NOTICE OF EXEMPTION

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

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LEAD AGENCY CONTACT PERSON: Carlos M. Chacon (323) 588-6211
IF FILED BY APPLICANT:

1. **Attach certified document of exemption finding.**
2. **Has a notice of exemption been filed by the public agency approving the project?**

YES ☒ **NO** ☐

SIGNATURE: _____
DATE: _____
TITLE: _____

☒ **Signed By Lead Agency**

Date Received for filing at OPR: _____

☐ **Signed By Applicant**

RESOLUTION 2011-46

A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF BELL APPROVING CONDITIONAL USE PERMIT NO. 2011-05 TO ALLOW LARGE RECYCLING COLLECTION FACILITY TO BE LOCATED WITHIN AN EXISTING 5,018 SQUARE FOOT WAREHOUSE AND AN ATTACHED 1,140 SQUARE FOOT OFFICE TO BE ESTABLISHED AT 6216 MAYWOOD AVENUE BELL CA.

A. RECITALS

WHEREAS, Marco Rivera, of Rivera Recycling (the Applicant") filed a complete application requesting the approval of Conditional Use Permit 2011-05 described herein ("Application");

WHEREAS, the Application pertains to an approximate 14,687 square foot property on Los Angeles County Assessor's Parcel numbers 6318-019-038, more commonly known as 6216 Maywood Avenue, Bell, California ("Property");

WHEREAS, the Applicant requests approval of a Conditional Use Permit to allow Large Recycling Collection facility to be located within an existing 5,018 square foot warehouse and an attached 1,140 square foot office, pursuant to Bell Municipal Code, Chapter 17.96.030.66.and

WHEREAS, an environmental assessment form was submitted by the Applicant pursuant to pertinent City requirements. Based upon the information received and Staff's assessment, the project was determined not to have a significant environmental impact on the environment and is categorically exempt from the California Environmental Quality Act ("CEQA") (Public Resources Code Section 210000 et seq.) and pursuant to Section 15301 of the CEQA guidelines, Title 14, Chapter 3 of the California Code of Regulation; and

WHEREAS, on October 12, 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 Exemption for the CUP, the Planning Commission hereby finds and determines that the proposed project is exempt from California Environmental Quality Act ("CEQA") (Public Resources Code Section 21000 et seq.) pursuant to the Class 1 categorical exemption in Section 15301(a) of the CEQA Guidelines (Title 14, Chapter 3 of the California Code of Regulations) in that the project involves the occupation of an existing building. 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 Notice of Exemption and directs the Staff to file the Notice of Exemption as required by law.

4. Based upon substantial evidence presented to this Commission during the October 12, 2011 public hearing, including public testimony and written and oral staff reports, this Commission finds as follows:

   a) The proposed use is consistent with the project site being that the proposed site plan showed no substantial modifications to the current layout of existing building. The approval of the use will be similar in nature as the previously warehousing use and therefore will not be considered as an intensification of such use.

   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 Maywood Avenue which is an arterial street that can handle the current and future generated traffic for this existing facility. Additionally, the site is arranged to provide adequate circulation for ingress and egress from Maywood Avenue, effectively eliminating any direct traffic incidents on Randolph Place.

   c) The location of the proposed use on the site is compatible with existing and proposed uses along the commercial corridor along Maywood Avenue. The proposed Large Recycling Collection Facility will not adversely affect or be materially detrimental to the adjacent uses, buildings or structures or to the public health, safety or general welfare in that the surrounding area is composed of other similar commercial industrial uses that will complement the proposed use.

   d) 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 economic stability through the provision of an additional service to patrons which will result in the diversification of the commercial base along the Maywood Avenue

corridor. Furthermore, the project will be in compliance with Land Use policy Number 23, by promoting recycling as a means of reducing solid waste.

Based upon the foregoing findings, the Planning Commission hereby approves Conditional Use Permit No. 2011-03, subject to the following conditions:

C. CONDITIONS OF APPROVAL

1. That the property shall be maintained in accordance with:
   A. The Applications and Exhibits thereto, "A" through "D" included in this report 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 exist as of the date of approval of this Application or as the same may hereafter be amended; and

   C. All of the conditions of approval as set forth in this Conditional Use Permit No. 2011-05; and

2. That Marco Rivera, of Rivera Recycling, is the sole holder of this entitlement; and

3. That Marco Rivera, Rivera Recycling shall hold a Certificate from the Department of Resources Recycling and Recovery to operate a Large Recycling Collection Facility only with a valid conditional use permit (CUP No. 2011-05); and

4. The hours of operation for the Large recycling facility will be as follows:
   a. Monday through Friday: 8:00 AM – 6:00 PM
   b. Saturday: 8:00 AM – 5:00 PM
   c. Sunday: 8:00 AM – 2:00 PM

5. 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; and

6. That any violation of any of the conditions of approval shall constitute a revocation of this permit; and

7. That any (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; and

8. That 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; and

9. That all conditions of approval, as requested in writing by the Los Angeles County Fire Department, the Los Angeles County Health Department, and in compliance with the 2010 California Building Code, regarding but not limited to hazardous/flammable storage of chemicals and/or materials, access, fire flow, and maximum occupancy requirements for the property shall be complied with or guaranteed prior to the issuance of building permits for improvements of the property; and

10. That 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; and

11. That no vehicles (commercial or otherwise) shall be:

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

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

    iii. Parked overnight; and

12. That all textures, materials, and colors utilized on exterior elevations of the building are subject to review by the City of Bell Architectural Review Board; and

13. That the Applicant guarantees that there will be no deviation from the approved 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 "C" to the Agenda Report accompanying this Resolution; and

14. That the applicant agrees to maintain proper lighting on the property that promotes a secure and safe environment; and

15. That the Applicant agrees that all 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; and

16. That there shall be no public telephones located on the property except within an enclosed building. Building as used herein shall not include telephone booths; and

17. That all trash enclosures shall be maintained in accordance with the standards of the City and shall be architecturally compatible with principal structures, shall be located in a manner that will not impede vehicular motion on the property, and shall conform to the site plan attached as Exhibit "C" to the Agenda Report accompanying this Resolution; and

18. That any 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; and

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

20. 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 pavings at all times be kept in a level and smooth condition; and

21. 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; and

22. That the Applicant or a representative shall execute an Affidavit indicating that he/she is aware of all of the terms and accepts all the conditions imposed upon this Conditional Use Permit; and

D. That the City of Bell Clerk shall certify the adoption of this Resolution and shall forward a copy of this Resolution to Marco Rivera.

ADOPTED this 12th Day of October, 2011

_____
Ali Saleh
Mayor

ATTEST:

_____
Rebecca Valdez, CMC
City Clerk

I CERTIFY that the foregoing Resolution No. 2011-46 was adopted by the Planning Commission of the City of Bell at a regular meeting thereof held on the 12Th day of October, 2011 by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

_____
Rebecca Valdez, CMC
City Clerk