



City Council Agenda

Regular Meeting

Wednesday, November 9, 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**

**November 9, 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** 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: *Corcoran v. Bell*; LASC BC442280.
- 3.02** CONFERENCE WITH LEGAL COUNSEL--EXISTING LITIGATION (Subdivision (a) of Section 54956.9); Name of case: *Rizzo v. Bell*; LASC BC472566.
- 3.03** CONFERENCE WITH LEGAL COUNSEL--EXISTING LITIGATION (Subdivision (a) of Section 54956.9); Name of case: *D&J Engineering v. Bell*; LASC VC059415.

**Meeting of
Bell City Council
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- 3.04 CONFERENCE WITH LEGAL COUNSEL--EXISTING LITIGATION (Subdivision (a) of Section 54956.9); Name of case: *Richard Fisher Associates v. Bell*; LASC BC 466983.
- 3.05 CONFERENCE WITH LEGAL COUNSEL--EXISTING LITIGATION (Subdivision (a) of Section 54956.9); Name of case: *Sipple et. al. v. City of Alameda et. al.*, Case No. BC462270.
- 3.06 CONFERENCE WITH LEGAL COUNSEL--Significant exposure to litigation pursuant to subdivision (b) of Section 54956.9: (5).

IV. Pledge of Allegiance

- 4.01 Pledge of Allegiance to the Flag led by the Webelos Cub Scout Pack # 921.

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.

- 6.01 Consideration of Special Bell City Council Minutes and Bell City Council, Bell Community Redevelopment, Bell Community Housing Authority and Planning Commission Minutes dated September 14, 2011.

1-10

Recommendation: Approve the minutes.

Meeting of
 Bell City Council
 Bell Community Redevelopment Agency
 Bell Community Housing Authority
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- 6.02 Consideration of General Warrants and Community Housing Authority Warrants dated October 26, 2011 through November 9, 2011. 11-21
Recommendation: Approve the warrants.
- 6.03 Consideration of settlement agreement in *Sipple et. al. v. City of Alameda et. al.*; Complaint filed by New Cingular Wireless for Refund of Utility User’s Taxes. 22-27
Recommendation: Approve the settlement agreement in Sipple et. al. v. City of Alameda et. al., Case No. BC462270.
- 6.04 Status Report on the Solid Waste Collection Service Request for Proposals. 28-31
Recommendation: Staff seeks direction.
- 6.05 Review of 2012-13 Budget Process, Calendar and Format. 32-42
Recommendation: Approve the budget process, calendar and budget document format for 2012-13.
- 6.06 Consideration of Graffiti Removal Services Request for Proposals. 43-81
Recommendation: Approve the release of a Request for Proposal for Graffiti Removal Services.
- 6.07 Consideration of Second Reading of Ordinance No. 1182 to Commit the City of Bell to Annual Remittances to the County Auditor-Controller in Compliance with ABX1 27. 82-92
Recommendation: Adopt the proposed 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 Auditor-Controller in accordance with AB1X 27.
- 6.08 Consideration of Countywide Signal Priority - Bell Memorandum of Understanding (MOU) – Atlantic Ave. Traffic Signals. 93-102
Recommendation: Approve a Memorandum of Understanding (MOU) between Bell and L.A. Co. Metropolitan Transportation Authority (METRO) for a Countywide Signal Priority System -Atlantic Ave.

VII. 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. 2011-46 Approving Conditional Use Permit No. 2011-05 to Allow a 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, APN 6318-019-038. 103-125

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

- 7.02 Consideration of Resolution No. 2011-49 Approving Conditional Use Permit No. 2011-07 to Allow a 7,000 Square Foot Adult Day Care Facility to be Located within an Existing Building; Location: 6317-6327 Otis Avenue, Bell, Ca., APN 6317-029-022 and 6317-029-021. 126-144

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

- 7.03 Consideration of Resolution No. 2011-50 Approving Conditional Use Permit No. 2011-08 to Allow a Large Recycling Collection Facility to be Located Within an Existing 2,048 Square Foot Building; Location: 3605 Gage Avenue, Bell, Ca, .APN 6318-020-018. 145-162

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

- 7.04 Consideration of Resolution No. 2011-51 Approving Conditional Use Permit No. 2011-09 to Allow a 1,000 Square Foot Hand Car Wash Facility to be Located Within an Existing Automobile Tire and Accessory Business on a 28,354 Square Foot Site; Location: 5080 GAGE Avenue, Bell, Ca, APN 6327-021-025. 163-180

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.

Meeting of
Bell City Council
Bell Community Redevelopment Agency
Bell Community Housing Authority
Planning Commission
November 9, 2011

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.

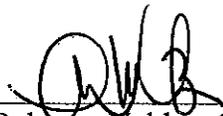
IX. Mayor and City Council Communications

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, Tuesday November 22, 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 November 4, 2011 Seventy-Two (72) hours prior to the meeting as required by law.



Rebecca Valdez, CMC
City Clerk

Meeting of
Bell City Council
Bell Community Redevelopment Agency
Bell Community Housing Authority
Planning Commission
November 9, 2011

*Special Minutes of
Bell City Council*

*September 14, 2011
6:00 PM*

*Bell Community Center
6250 Pine Avenue*

Meeting was called to order by Mayor Saleh at 6:16:28 PM.

Pledge of allegiance led by Mayor Ali Saleh.

Roll call of City Council in their capacities as Councilmembers.

Present: Mayor Saleh, Councilwoman Alvarez, Councilwoman Quintana and Councilman Valencia

Absent: Vice Mayor Harber

Also Present: Interim Chief Administrative Officer Croce, City Attorney Aleshire, City Clerk Valdez, City Engineer Alvarado and Captain Miranda

Communications From The Public on Closed Session Items

6:17:43 PM Dr. Richard Espiritu, no address stated, expressed concern about the agenda not being available to the public.

6:20:33 PM Alfred Areyan, no address stated, questioned the item listed with Best Best & Krieger

Closed Session

6:22:13 PM The City Council and the related Authorities and Agencies recessed to a closed session to confer with legal counsel regarding the following matters:

CONFERENCE WITH LEGAL COUNSEL--EXISTING LITIGATION
(Subdivision (a) of Section 54956.9);
Name of case: *McSweeney v. Bell*; LASC BC406337

CONFERENCE WITH LEGAL COUNSEL--EXISTING LITIGATION
(Subdivision (a) of Section 54956.9);
Name of case: *Bell Redevelopment Agency vs. County Records Research*, LASC VC059404

CONFERENCE WITH LEGAL COUNSEL--EXISTING LITIGATION
(Subdivision (a) of Section 54956.9);

Name of case: *Corcoran v. Bell*; LASC BC442280

CONFERENCE WITH LEGAL COUNSEL--EXISTING LITIGATION
(Subdivision (a) of Section 54956.9);

Name of case: *Mann and Cook v. Hernandez*; LASC BC454053

CONFERENCE WITH LEGAL COUNSEL--EXISTING LITIGATION
(Subdivision (a) of Section 54956.9);

Name of case: *Bell v. Best Best & Krieger*; LASC BC466436

CONFERENCE WITH LEGAL COUNSEL- EXISTING LITIGATION
(Subdivision (a) of Section 54956.9);

Name of case: *People v. Rizzo*; LASC BC445497

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

CONFERENCE WITH LEGAL COUNSEL--Significant exposure to litigation pursuant to
subdivision (b) of Section 54956.9: (6)

7:25:10 PM City Council reconvened to open session.

7:31:06 PM City Attorney Aleshire reported out of close session: The *McSweeney v. Bell* litigation was discussed. It was moved by Mayor Saleh and seconded by Councilwoman Quintana to approve the settlement for \$100,000. The vote was 4-0-1, the one vote being an absence. On the second litigation *Bell Redevelopment Agency vs. County Records Research*, a status report was provided and no action was taken. The *Corcoran v. Bell*, *Mann and Cook v. Hernandez*, *People v. Rizzo* and the three (3) anticipated litigation matters were not discussed. No reportable action was taken on the *Bell v. Best Best and Krieger* case. On the significant exposure to litigation, only two matters were discussed no reportable action taken. The remaining matters were not discussed.

Adjournment

City Council adjourned at 7:25:11 PM

APPROVED THIS 9th DAY OF NOVEMBER 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 9th day of November 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
Planning Commission*

*September 14, 2011
7:00 PM*

*Bell Community Center
6250 Pine Avenue*

Meeting was called to order by Mayor Saleh at 7:25:53 PM.

Pledge of Allegiance led by Councilman Valencia.

Moment of Remembrance for those who perished on September 11, 2001.

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

7:28:22 PM

Present: Mayor Saleh, Councilwoman Alvarez, Councilwoman Quintana and Councilman Valencia

Absent: Vice Mayor Harber

Also Present: Interim Chief Administrative Officer Croce, City Attorney Aleshire, City Clerk Valdez, City Engineer Alvarado and Captain Miranda

Presentation

Presentation of certificates to Bell High School Teacher Ms. Cindy Herrera and Bell High School students Rebecca Sanchez, Bryant Gaxiola, Ernesto Figueroa and Josefina Ortiz on the Student Exposition.

Communications From The Public on Agenda Items Only

7:34:51 PM Carmen Bella, 6332 Palm Avenue welcomed the new CAO and requested the Council to have the community more involved and be kept more informed.

7:39:16 PM Sandy Orozco, Maywood resident, expressed concern about item 5.04 and requested the Council to keep the Bell Police Department.

7:43:15 PM Alfred Areyan, expressed concern about item 5.04 and requested the Council to keep the Bell Police Department.

7:44:41 PM Nora Saenz, 6251 Woodlawn Avenue, expressed concern about the tax increase by the water company, the programs available for the kids in the community and a letter that was circulated attacking two of the Council Members. She also commended Arne Croce for the work program he placed on the agenda.

7:48:01 PM Dennis Azevedo, spoke in favor of keeping the Bell Police Department.

7:49:36 PM Ignacio Marquez, 7027 Crafton Avenue, expressed concern about the increase from the water company and requested the Council to consider what is right for the city and the community.

7:52:19 PM Margarita Limon, 4642 Bell Place, expressed concern about not keeping the police department and the high salaries.

7:55:55 PM Trina Corado, supported the recommendation from Mr. Croce and requested to keep the Bell Police Department.

7:56:52 PM Diane Oliva, expressed concern about item 5.04.

8:00:16 PM Mario Rivas, in support of item 5.04 and expressed concern about the taxes.

8:03:13 PM Jose Moreno, expressed concern about the taxes and expenses.

8:07:07 PM City council recessed.

8:33:17PM City Council reconvened to open session.

8:34:36 PM Sonnia Manzanilla, expressed concern about not keeping the police department and the taxes.

8:37:08 PM Susana Lopez, expressed concern about item 5.04 and spoke in favor of keeping the police department.

8:38:40 PM Alma Rico, 6207 Wilcox Avenue, expressed concern about item 5.04 and stated that she was in favor of doing the studies, however, was concern as to how much is going to cost to hire a Chief of Police.

8:40:29 PM Poly Rico, 6207 Wilcox Avenue, expressed concern about item 5.04 and requested to lower the taxes.

8:43:03 PM Betty Rodriguez, 6838 San Luis Avenue, Senior Class President of Bell High School, requested the Council to use the city facilities for some high school activities without charge. Also invited the Council to the homecoming game on November 4, 2011.

8:45:14 PM Richard Espiritu, in favor of 4.01 but expressed concern about the parking spaces.

8:46:43 PM Donna Gannon, 6601 Prospect Avenue, in favor of item 5.04 and expressed concern about the taxes.

8:49:41 PM Ismael Morales, in support of Mr. Croce's advice.

8:53:01 PM City Council recessed.

9:06:35 PM City Council reconvened to open session.

9:07:23 PM Willie Aguilar, 6925 Walker Avenue, expressed concern about taxes and spoke in favor of keeping the Police Department.

Public Hearing of the Planning Commission

9:11:17 PM Carlos Chacon, Assistant City Planner provided the staff report on item 4.01.

9:17:49 PM Discussion ensued among the City Council.

Mayor Saleh opened the public hearing at 9:22:38 PM regarding the approval of Resolution No. 2011-39 Approving Conditional Use Permit No. 2011-03 to allow a Private Vocational Nursing School (CIT Nursing College) to be established at 4126 Gage Avenue, Bell, Ca 90201.

9:22:52 PM Jose Moreno, spoke against the project.

9:24:43 PM Alfred Areyan, spoke in favor of the project.

9:25:42 PM Ismael Morales, in favor of the project.

9:26:24 PM Fernando Chavarria, expressed concern about the project.

9:28:14 PM Andy Rodriguez, expressed concern about the project.

9:28:55 PM Nora Saenz, expressed concern about the project.

Hearing no further discussion for or against this project, Mayor Saleh closed the public hearing at 9:30:49 PM.

9:30:54 PM Rene Aguero, Director of the School, spoke in favor of the project.

9:35:09 PM Discussion ensued among the City Council.

9:52:08 PM It was moved by Councilwoman Alvarez, seconded by Councilman Valencia, to approve Resolution No. 2011-39 and approved Conditional Use Permit No. 2011-03 to Allow a Private Vocational Nursing School (CIT Nursing College) to be Established at 4126 Gage Avenue, Bell, Ca 90201 with the condition that they get accredited within 18 months to 2 years.

9:54:04 PM

Vote: 3-0
Yes: Mayor Saleh, Councilwoman Alvarez and Councilman Valencia
No: None
Abstained: Councilwoman Quintana
Absent: Vice Mayor Harber

Motion Passed.

Council Business

It was moved by Councilwoman Alvarez, seconded by Councilman Valencia, to approve the Bell City Council Special Minutes dated July 22, 2011 and Bell City Council, Bell Community Redevelopment Agency, Bell Community Housing Authority, Planning Commission, Bell Public Finance Authority and Bell Solid Waste Authority Minutes dated July 27, 2011 with the following corrections: amending the vote on page 15 of the July 27, 2011 Minutes to reflect motion passed.

9:56:12 PM

Vote: 4-0
Yes: Mayor Saleh, Councilwoman Alvarez, Councilwoman Quintana and Councilman Valencia
No: None
Abstained: None
Absent: Vice Mayor Harber

Motion Unanimously Passed.

9:56:30 PM It was moved by Councilwoman Alvarez, seconded by Councilwoman Quintana, to approve the Warrants dated August 24, 2011 through September 14, 2011.

9:57:31 PM

Vote: 4-0
Yes: Mayor Saleh, Councilwoman Alvarez, Councilwoman Quintana and Councilman Valencia
No: None
Abstained: None
Absent: Vice Mayor Harber

Motion Unanimously Passed.

9:57:41 PM The following item was moved to the next City Council meeting:

Consideration of Agreement with a Financial Advisor With Reference to Bond Workout Plan.

9:58:06 PM Interim CAO Croce provided a report on work program objectives for 2011-12 and long term objectives.

10:30:03 PM Discussion ensued among the City Council.

10:45:41 PM There was consensus from the Council to move forward on the priority and long term objectives recommended by the Interim CAO.

Community Redevelopment Agency

10:47:56 PM The Bell Community Redevelopment Agency convened to conduct their business meeting.

10:51:26 PM It was moved by Agency Member Alvarez, seconded by Agency Member Quintana, to approve the warrants Dated August 24, 2011 through September 14, 2011.

10:52:42 PM

| | |
|------------|---|
| Vote: | 4-0 |
| Yes: | Chair Saleh, Agency Member Alvarez, Agency Member Quintana and Agency Member Valencia |
| No: | None |
| Abstained: | None |
| Absent: | Vice Chair Harber |

Motion Unanimously Passed.

10:53:22 PM Agency Member Quintana requested to look at the properties that the Redevelopment owns and provide feedback to eliminate the empty lots.

10:54:58 PM Chair Saleh requested to look into the rent collection and the empty properties.

Community Housing Authority

10:55:58 PM The Bell Community Housing Authority convened to conduct their business meeting.

It was moved by Commissioner Quintana, seconded by Commissioner Valencia, to approve the warrants Dated August 24, 2011 through September 14, 2011.

10:56:58 PM

| | |
|------------|--|
| Vote: | 4-0 |
| Yes: | Chair Saleh, Commissioner Alvarez, Commissioner Quintana and Commissioner Valencia |
| No: | None |
| Abstained: | None |
| Absent: | Vice Chair Harber |

Motion Unanimously Passed.

10:57:31 PM Commissioner Quintana asked Mr. Aleshire to look into the mobile home parks issues and provide feedback.

Communications From The Public

10:58:42 PM Ken Letourneau Bellflower resident, provided information to the Council on collecting loss revenue.

11:00:59 PM Mayor Saleh expressed concern about the water fees going up.

11:01:47 PM Juliana Chico, 6920 Woodward Avenue, expressed concern about the water fees and taxes.

11:02:59 PM Mario Rivas, expressed concern about changing the city charter and expressed concern about the interruptions in the meeting.

Mayor and City Council Communications

None.

Identification of Items for Next City Council Meeting.

11:06:27 PM Councilman Valencia, expressed the concern of residents on the property maintenance on Florence and Walker. He requested to invite the water company to speak to the community on the increase in taxes. He also expressed concern about the POA letter.

11:13:12 PM Councilwoman Quintana stated that she would like the city go back to a general law city and than a charter city.

11:15:28 PM Captain Miranda stated that the Bell Police Officers Association letter was independent from the police department

Adjournment

City Council meeting adjourned at 11:17:39 PM.

APPROVED THIS 9th DAY OF NOVEMBER 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 9th day of November 2011 by the following vote.

AYES:

NAES:

ABSTAIN:

ABSENT:

Rebecca Valdez, CMC, City Clerk

General
Warrants
for
October 26 -
November 9, 2011

| CHECK NO | DATE | BATCH | VENDOR/DESCRIPTION | AMOUNT |
|----------|----------|--------|--|------------|
| 48636 | 10/26/11 | 111101 | CITY OF BELL PAYROLL FUND PAYROLL DEPOSIT-PAY 10/28/11 | 235,580.27 |
| 48637 | 10/26/11 | 111101 | FLEET SERVICES GAS CONSUMPTION-8/30-9/20/11 BELL P. D. | 9,034.64 |
| 48638 | 10/31/11 | 111101 | VOID VOID-TEST PRINT | 0.00 |
| 48639 | 10/31/11 | 111101 | VOID VOID-TEST PRINT | 0.00 |
| 48640 | 10/31/11 | 111101 | THE GAS COMPANY GAS BILLING-9/12-10/11/11 MULTIPLE ADDRESSES GAS BILLING-9/12-10/10/11 6704 ORCHARD AVE GAS BILLING-9/12-10/10/11 4357 GAGE AVE--SKATE PARK | 240.38 |
| 48641 | 10/31/11 | 111101 | GOLDEN STATE WATER COMPANY WATER BILLING-9/21-10/20/11 4400 GAGE AVE--FOOD STATION | 23.86 |
| 48642 | 10/31/11 | 111101 | SOUTHERN CALIFORNIA EDISON ELECTRICAL BILLING-9/21-10/24 5007 FLORENCE PED ELECTRICAL BILLING-8/22-10/20 VARIOUS STREET LIGHT LOCATIONS ELECTRICAL BILLING-9/14-10/17 6901 1/2 RIVER DR ELECTRICAL BILLING-9/13-10/13 6800 OTIS AVE ELECTRICAL BILLING-9/13-10/13 6510 CLARKSON AVE ELECTRICAL BILLING-9/8-10/7/11 6707 BEAR AVE-LB PK ELECTRICAL BILLING-9/16-10/19 4357 GAGE AVE--SKB PARK | 13,236.21 |
| 48643 | 10/31/11 | 111101 | WELLS FARGO BANK W. C. ACCT RPLNISH CK#6083-6102 | 8,022.35 |
| 48644 | 11/04/11 | 111101 | VOID VOID-TEST PRINT | 0.00 |
| 48645 | 11/04/11 | 111101 | VOID VOID-TEST PRINT | 0.00 |
| 48646 | 11/04/11 | 111101 | VOID VOID-TEST PRINT | 0.00 |
| 48647 | 11/04/11 | 111101 | VOID | 0.00 |

| CHECK NO | DATE | BATCH | VENDOR/DESCRIPTION | AMOUNT |
|----------|----------|--------|--|-----------|
| | | | VOID-TEST PRINT | |
| 48648 | 11/04/11 | 111101 | WELLS FARGO BANK W. C. ACCT REPLENISH CK#6103-18 | 2,836.20 |
| 48649 | 11/09/11 | 111102 | ADMIN SURE W. C. /LIABILITY SVCS-11/1-30/11 | 2,520.00 |
| 48650 | 11/09/11 | 111102 | JOSE M. ALEGRIA AND HENRY M. REFUND-GARBAGE/REFUSE ASMNT FY 08-09, 09-10, 10-11 | 953.28 |
| 48651 | 11/09/11 | 111102 | ALESHIRE & WYNDER, LLP LEGAL SVCS-GENERAL 9/1-30/11 LEGAL SVCS-PLANNING 8/22-9/30 LEGAL SVCS-PW/ENG 9/2-9/30/11 LEGAL SVCS-FINANCE 7/28-9/30 LEGAL SVCS-POLICE 9/2-9/30/11 LEGAL SVCS-FCHSE/CABLE 9/1-30 LEGAL SVCS-AGCY PROP 8/23-9/30 LEGAL SVCS-GRNITE INS 8/8-9/30 LEGAL SVCS-D.MANGO 8/5-9/30/11 LEGAL SVCS-L.RAMIREZ 8/4-9/30 LEGAL SVCS-C.ANDERSON 8/1-9/30 LEGAL SVCS-B.GORMLEY 9/1-30/11 LEGAL SVCS-DETAINERS 8/5-9/30 LEGAL SVCS-PTCH MOTIONS 9/1-30 | 60,891.11 |
| 48652 | 11/09/11 | 111102 | ALESHIRE & WYNDER, LLP LEGAL SVCS-REDVLPMT 8/13-9/30 LEGAL SVCS-REFUSE 9/1-9/30/11 LEGAL SVCS-J.CORCORAN 8/8-9/30 LEGAL SVCS-I.RIVERA 8/8-9/30 LEGAL SVCS-FNCL INVST 8/2-9/30 LEGAL SVCS-SEC INVST 8/5-9/30 LEGAL SVCS-GO BONDS 8/1-9/30 LEGAL SVCS-DEXIA 8/8-9/30/11 | 62,378.34 |
| 48653 | 11/09/11 | 111102 | ALL ACTION SECURITY SECURITY GUARD SVCS-9/17/11 SECURITY GUARD SVCS-10/1/11 | 1,129.88 |
| 48654 | 11/09/11 | 111102 | ALL AMERICAN HOME CENTER HARDWARE SUPPLIES-HANDY WORKER 4874 GAGE AVE #16-R. REAOCH HARDWARE SUPPLIES-HANDY WORKER 5246 FLORENCE #157-M. PONCIANO | 267.74 |
| 48655 | 11/09/11 | 111102 | AMERICAN RELIANCE INC. MOBILE PC MAINT-PATROL/BELL PD | 326.11 |
| 48656 | 11/09/11 | 111102 | BETTY L. ATCHISON INSURANCE BENEFIT-OCT'11 | 75.00 |
| 48657 | 11/09/11 | 111102 | AZTECA LANDSCAPE | 1,300.00 |

13

| CHECK NO | DATE | BATCH | VENDOR/DESCRIPTION | AMOUNT |
|----------|----------|--------|---|----------|
| | | | LANDSCAPE MAINT-OCT'11 VETERANS PARK | |
| 48658 | 11/09/11 | 111102 | BELL SERVICE CENTER FLAT SERVICE FEE-OCT'11 LUBE/OIL/FILTER-UNIT#102 THERMOSTAT-UNIT#330 VARIOUS REPAIRS-UNIT#100 HEADLIGHTS/LUBE/OIL/FILTER/ REAR BRAKE PADS POWER STEERING HOSE-UNIT#337 VARIOUS REPAIRS-UNIT#361 TIRES/LUBE/OIL/FILTER/UPPER CONTROL ARM(L&R) TIRES/TOUCHMASTER-UNIT#356 VARIOUS REPAIRS-UNIT#362 REAR BRAKE PADS/WATER PUMP/ THERMOSTAT UPPER CONTROL ARM(L&R)UNIT#363 VARIOUS REPAIRS-UNIT#351 LUBE/OIL/FILTER/TIRES/SHIFTER CONTROL LUBE/OIL/FILTER-UNIT#103 SEAT UPHOLSTER&FRAME-UNIT#361 SPARK PLUG-UNIT#328 | 5,261.42 |
| 48659 | 11/09/11 | 111102 | ARGELIA CASTRO REFUND-TREDER PAVILION RENTAL | 45.00 |
| 48660 | 11/09/11 | 111102 | JERRY CLINE INSURANCE BENEFIT-OCT'11 | 75.00 |
| 48661 | 11/09/11 | 111102 | COMMUNITY REDVELOPMENT AGENCY REIMB-GENERAL TO CRA CR ERROR-BIANCA INVESTMENTS | 4,630.00 |
| 48662 | 11/09/11 | 111102 | COYLE TROPHIES PLAQUES/PLATES-BELL P. D. | 362.18 |
| 48663 | 11/09/11 | 111102 | ARNE CROCE INTERIM CAD SVCS-10/16-31/11 REIMB-PYMT TO LA/PROP TAX REIMB-AIRFARE/L. SPADY | 7,396.40 |
| 48664 | 11/09/11 | 111102 | DAPPER TIRE CO TIRE FLEET-BELL P. D. TAHOE/UNIT#355&356 | 639.31 |
| 48665 | 11/09/11 | 111102 | DEPARTMENT OF JUSTICE FINGERPRINT SVCS-SEP'11 | 160.00 |
| 48666 | 11/09/11 | 111102 | CHRISTOPHER DONAHUE POST REIM-SUBSISTENCE-11/15-17 | 30.00 |
| 48667 | 11/09/11 | 111102 | DUNN-EDWARDS CORP. | 301.96 |

14

| CHECK NO | DATE | BATCH | VENDOR/DESCRIPTION | AMOUNT |
|----------|----------|--------|---|-----------|
| | | | PAINT SUPPLIES-HANDYMAN PROGM 4874 GAGE AVE #33/P. SYLVA | |
| 48668 | 11/09/11 | 111102 | EJM DIGITAL LLC TUITION-11/14-16/11 R. RODARTE | 350.00 |
| 48669 | 11/09/11 | 111102 | NORDIS PARENTE CASH RECEIPTS-COMMUNITY CENTER ENVELOPES-GENERAL | 751.46 |
| 48670 | 11/09/11 | 111102 | FASULO INVESTIGATIONS BACKGROUND INVESTIGATION-S. B. 10/3-11/11 | 807.50 |
| 48671 | 11/09/11 | 111102 | FEDERAL EXPRESS DELIVERY SVCS-CITY CLERK 10/5 | 25.02 |
| 48672 | 11/09/11 | 111102 | FIRST 5 LA REFUND-HALL RENTAL DEPOSIT 9/19/11-COMMUNITY MEETING | 100.00 |
| 48673 | 11/09/11 | 111102 | GALLS SAFETY VEST-J. JIMENEZ | 587.90 |
| 48674 | 11/09/11 | 111102 | INTEGRATED OFFICE TECHNOLOGY COPIER OVERAGE W/SUPPLIES-C. H. | 495.90 |
| 48675 | 11/09/11 | 111102 | INTELLIBRIDGE PARTNERS LLC ACCOUNTING CONSULTANT-C. S. 9/1-30/11 | 13,600.00 |
| 48676 | 11/09/11 | 111102 | INTERWEST CONSULTING GROUP INC PLAN CHECK SVCS-SEP '11 PC#45436 | 142.94 |
| 48677 | 11/09/11 | 111102 | J. P. M. GLASS CO. SCREENS-4874 GAGE AVE#23 | 304.29 |
| 48678 | 11/09/11 | 111102 | LA ARNI DOCTOLERO FERNANDEZ REFUND-KUNG FU-J. FIGUEROA | 30.00 |
| 48679 | 11/09/11 | 111102 | LA COUNTY SHERIFF DEPT. FOOD SVCS/CUSTODY-SEP '11 | 671.30 |
| 48680 | 11/09/11 | 111102 | ANANCA LARIOS PETTY CASH REIMB-C. H. | 783.43 |
| 48681 | 11/09/11 | 111102 | LEAD TECH ENVIRONMENTAL LEAD/ASBESTOS TESTING 5246 FLORENCE AVE#157 LEAD/ASBESTOS TESTING 4874 E. GAGE AVE #33-P. SYLVA | 1,070.00 |
| 48682 | 11/09/11 | 111102 | MACIAS GINI & O'CONNELL LLP PROFESSIONAL SERVICES-9/30/11 | 37,777.44 |

| CHECK NO | DATE | BATCH | VENDOR/DESCRIPTION | AMOUNT |
|----------|----------|--------|---|----------|
| | | | AUDIT OF FINANCIAL STATEMENTS | |
| 48683 | 11/09/11 | 111102 | WILFREDO MORALES REFUND-KUNG FU-F&X MORALES | 60.00 |
| 48684 | 11/09/11 | 111102 | NELLY MUNOZ REFUND-PARENT&ME-A. FIGUEROA | 10.00 |
| 48685 | 11/09/11 | 111102 | OCE IMAGISTICS INC. COPIER-MAINT/SUPPLIES LITTLE BEAR PK COPIER-MAINT USAGE/SUPPLIES COMMUNITY CENTER COPIER-MAINT USAGE/SUPPLIES COPIER-MAINT SUPPLIES BELL P. D. | 835.13 |
| 48686 | 11/09/11 | 111102 | ORANGE COUNTY SHERIFF'S DEPT TUITION-11/18/11 S. B. /M. L. | 66.00 |
| 48687 | 11/09/11 | 111102 | OMAR PERALTA REFUND-PARKING CITE#10001667 | 145.00 |
| 48688 | 11/09/11 | 111102 | PRINT & MAIL 4U MAIL HOUSE DISTRIBUTION SVCS | 1,456.21 |
| 48689 | 11/09/11 | 111102 | PUBLIC ENGINEERING SERVICES PROFESSIONAL SVCS-AUG-SEP '11 NPDES CLEAN WATER ACT | 6,786.00 |
| 48690 | 11/09/11 | 111102 | QUICK DISPENSE MISC SUPPLIES-BELL P. D. MISC SUPPLIES-BELL P. D. MISC SUPPLIES-BELL P. D. | 597.15 |
| 48691 | 11/09/11 | 111102 | QUICK DISPENSE MISC SUPPLIES-BELL P. D. | 191.62 |
| 48692 | 11/09/11 | 111102 | QUILL CORPORATION OFFICE SUPPLIES-ADMIN SVCS OFFICE SUPPLIES-GEN/ADMIN/WC OFFICE SUPPLIES-CODE ENFORCE OFFICE SUPPLIES-HOUSING OFFICE SUPPLIES-ADMIN SVCS | 2,015.03 |
| 48693 | 11/09/11 | 111102 | MARIA RAMIREZ REFUND-HALL RENTAL DEP 10/22 | 300.00 |
| 48694 | 11/09/11 | 111102 | RELIA-TECH COMPUTER MAINT/HARD DRIVE & POWER SUPPLY-BELL P. D. FLASH DRIVES-BELL P. D. POWER SUPPLY-BELL P. D. COMPUTER-CHIEF/BELL P. D. SVC CALL COMPUTER MAINT | 6,220.73 |

| CHECK NO | DATE | BATCH | VENDOR/DESCRIPTION | AMOUNT |
|----------|----------|--------|--|-----------|
| | | | DISPATCH/BELL P. D. SVC CALLS COMPUTER MAINT VETERANS PARK PRINTER-CHIEF/BELL P. D. PREPAID MAINT CONTRACT-NOV'11 | |
| 48695 | 11/09/11 | 111102 | RIVERSIDE COUNTY SHERIFF'S TUITION-11/15-17/11 C. D. | 107.00 |
| 48696 | 11/09/11 | 111102 | ROBERTSON INDUSTRIES, INC. STATE IMPROV PROJ-VETS PK 7/1-31/11 | 51,734.09 |
| 48697 | 11/09/11 | 111102 | RODRIGO RODARTE POST REIM-SUBSISTENCE-11/14-16 | 30.00 |
| 48698 | 11/09/11 | 111102 | ROSE CLEANERS & LAUNDRY BLANKET CLEANING SVCS BELL P. D. -SEP'11 BLANKET/UNIFORM CLEANING SVCS BELL P. D. -SEP'11 BLANKET CLEANING SVCS BELL P. D. -SEP'11 BLANKET CLEANING SVCS BELL P. D. -SEP'11 BLANKET CLEANING SVCS BELL P. D. -SEP'11 | 173.00 |
| 48699 | 11/09/11 | 111102 | RSCC ENGINEERING, INC ENGINEERING SVCS-OCT'11 ENGINEERING SVCS-10/8-24/11 ST REHAB PROP1B&FILMORE/ FLORENCE OVERLAY/CONCRETE IMPR /RSAP/GOLDEN STATE/REPROD COST | 16,445.72 |
| 48700 | 11/09/11 | 111102 | SUN RIDGE SYSTEMS, INC. RIMS ANNUAL SPRT SVCS-FY 11/12 | 17,212.50 |
| 48701 | 11/09/11 | 111102 | TOSHIBA AMERICA BUSINESS SOLUT COPIER LEASE-NOV'11 C. H. | 391.50 |
| 48702 | 11/09/11 | 111102 | UNDERGROUND SERVICE ALERT UNDERGROUND FAX NOTICES-SEP'11 | 25.50 |
| 48703 | 11/09/11 | 111102 | UNIFIED TRANSLATION SERVICES INTERPRETING SVCS-10/19/11 CITY COUNCIL MEETING INTERPRETING SVCS-10/12/11 CITY COUNCIL MEETING | 725.00 |
| 48704 | 11/09/11 | 111102 | MARIO & MARIA VALENCIA REFUND-GARBAGE/REFUSE ASMINT FY 08-09, 09-10, 10-11 | 953.28 |
| 48705 | 11/09/11 | 111102 | WELLS LOCK & KEY | 119.00 |

| CHECK NO | DATE | BATCH | VENDOR/DESCRIPTION | AMOUNT |
|----------|-----------|--------|---|------------|
| | | | SERVICE CALL-GENERAL SVCS 3 KEYS SERVICE CALL-PERSONNEL CABINET 2 KEYS | |
| 48706 | 11/09/11 | 111102 | ROBERTSON INDUSTRIES, INC. STATE IMPROV PROJ-VETS PK RETENTION PYMT 7/1-31/11 | 5,748.23 |
| TOTAL | 71 CHECKS | | | 587,561.51 |
| W0000641 | 11/01/11 | 111103 | CITY OF BELL PAYROLL FUND FICA & MEDI TAXES-PAY 10/28/11 | 10,111.02 |
| W0000642 | 11/01/11 | 111103 | CAL-PUBLIC EMPLOYEE RETIREMENT AMENDMENT VALUATIONS-FY 11-12 | 300.00 |
| W0000643 | 11/03/11 | 111103 | CAL-PUBLIC EMPLOYEE RETIREMENT RETIREMENT PYMNT-PAY 10/28/11 NORMAL & HOLIDAY PAY | 65,206.29 |
| W0000644 | 11/03/11 | 111103 | PUBLIC EMPLOYEES' RETIREMENT HEALTH PREMIUM-NOV'11 ACTIVE & RETIRED MEMBERS | 100,070.49 |
| TOTAL | 4 WIRES | | | 175,687.80 |
| TOTAL | | | | 763,249.31 |

**BCHA -
Bell Community
Housing Authority**

**Warrants
for**

**October 26 -
November 9, 2011**

| CHECK NO | DATE | BATCH | VENDOR/DESCRIPTION | AMOUNT |
|----------|----------|--------|---|----------|
| 1601 | 10/31/11 | 111121 | VOID VOID-TEST PRINT | 0.00 |
| 1602 | 10/31/11 | 111121 | VOID VOID-TEST PRINT | 0.00 |
| 1603 | 10/31/11 | 111121 | THE GAS COMPANY GAS BILLING-9/12-10/11/11 6633 PINE AVE/LAUNDRY-BCHA GAS BILLING-9/12-10/10/11 4209 BELL AVE-BCHA | 33.47 |
| 1604 | 10/31/11 | 111121 | GOLDEN STATE WATER COMPANY WATER BILLING-9/21-10/20/11 6712-18 OTIS AVE-BCHA WATER BILLING-9/21-10/20/11 4207 BELL AVE-BCHA WATER BILLING-9/21-10/20/11 6633 PINE AVE/LAUNDRY-BCHA WATER BILLING-9/21-10/20/11 4416 GAGE AVE-BCHA | 320.65 |
| 1605 | 10/31/11 | 111121 | SOUTHERN CALIFORNIA EDISON ELECTRICAL BILLING-9/13-10/14 6633 PINE AVE-BCHA | 45.19 |
| 1606 | 10/31/11 | 111131 | THE GAS COMPANY GAS BILLING-9/13-10/11/11 5162 FLORENCE AVE-FVMHP | 377.18 |
| 1607 | 11/09/11 | 111132 | VOID VOID-TEST PRINT | 0.00 |
| 1608 | 11/09/11 | 111132 | VOID VOID-TEST PRINT | 0.00 |
| 1609 | 11/09/11 | 111132 | CITY OF BELL REIMB-BCHA TO GENERAL VARIOUS EXPENDITURES 11/4/11 | 530.31 |
| 1610 | 11/09/11 | 111132 | FIRST CHOICE MISC SUPPLIES-FVMHP MISC SUPPLIES-BMHP | 166.48 |
| 1611 | 11/09/11 | 111132 | G. T. CONSTRUCTION & LANDSCAPING LANDSCAPING SVCS-10/21-22/11 5162 FLORENCE AVE-FVMHP GARDENING SVCS-OCT'11 4874 GAGE AVE-BMHP GARDENING SVCS-OCT'11 5162 FLORENCE AVE-FVMHP | 4,160.00 |
| 1612 | 11/09/11 | 111132 | VOID VOID-PRINT ERROR | 0.00 |

| CHECK NO | DATE | BATCH | VENDOR/DESCRIPTION | AMOUNT |
|----------|-----------|--------|--|----------|
| 1613 | 11/09/11 | 111132 | VOID VOID-TEST PRINT | 0.00 |
| 1614 | 11/09/11 | 111132 | VOID VOID-TEST PRINT | 0.00 |
| 1615 | 11/09/11 | 111132 | CHRISTINA PENA PETTY CASH REIMB-BCHA | 200.00 |
| 1616 | 11/09/11 | 111132 | PETERSEN POOL & SPA POOL MAINT/SUPPLIES-OCT'11 5162 FLORENCE AVE-FVMHP | 275.00 |
| 1617 | 11/09/11 | 111132 | MARIA SAAVEDRA REFUND-FVMHP CLUBHOUSE 9/19/11 | 25.00 |
| 1618 | 11/09/11 | 111132 | WELLS LOCK & KEY 4 KEYS-BMHP #185 | 6.00 |
| TOTAL | 18 CHECKS | | | 6,139.28 |



TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL OF THE CITY OF BELL; ARNE CROCE, CHIEF ADMINISTRATIVE OFFICER

FROM: DAVID J. ALESHIRE, CITY ATTORNEY
CHRISTY MARIE LOPEZ, DEPUTY CITY ATTORNEY

DATE: NOVEMBER 9, 2011

RE: COMPLAINT FILED BY NEW CINGULAR WIRELESS FOR REFUND OF UTILITY USER'S TAXES (*SIPPLE ET AL V. CITY OF ALAMEDA ET AL*)

I. INTRODUCTION

In November of 2010, AT&T alleges it sent to the City a claim for a tax refund ("Claim") from AT&T (on behalf of its affiliates). Recently, New Cingular (an AT&T affiliate) has filed suit against the City and 134 other local entities ("Complaint") alleging that New Cingular/AT&T has improperly collected a portion of the Utility User Tax (UUT) in violation of the federal Internet Tax Freedom Act ("ITFA"). The Complaint also indicates that New Cingular/AT&T has entered into a class action settlement with the settlement class (its customers) with respect to the refunds claimed.

This memo addresses the pending litigation and our office recommends that the City settle the case with AT&T. AT&T has taken the position the claim amount is \$30,848.61 under the City's one year statute of limitations. At this time, AT&T is willing to settle for 50% less than the amount claimed; that is AT&T is willing to settle for \$15,424.30.

II. RECOMMENDATION

Originally, AT&T was only willing to negotiate settlements for 90 cents on the dollar. We have pleaded Bell's special financial situation and gotten an agreement for a 50% reduction. Additionally, given the national moratorium on taxes for internet access, the City would be unlikely to prevail. Accordingly, at this time, we recommend the City Council do the following:

1. Authorize settlement of the case for \$15,424.30 (50%).
2. Direct staff to prepare an amendment to the BMC to prohibit class claims for tax refunds.

III. BACKGROUND

In November of 2010, AT&T alleges that the City received a letter claiming refunds for AT&T cellular customers of certain portions of the City's telephone utility users' tax charged by AT&T Mobility LLC (or its applicable affiliate) ("AT&T") to its customers and remitted to the City ("Claim"). Our office has spoken to AT&T and it recognizes there is a 1 year statute of

limitations per section 3.28.160(A) of the Bell Municipal Code (BMC). Accordingly, the claim amount is \$30,848.61.

On May 27, 2011, one of AT&T's affiliates, New Cingular, filed a "Complaint for Refund of Taxes Erroneously Paid and Collected in Violation of Law" in Los Angeles Superior Court against 135 local entities in California ("Defendants") on behalf of its customers as a class action. The Complaint alleges that New Cingular paid to the named Defendants taxes New Cingular erroneously believed to be due on wireless data services providing internet access in violation of the federal Internet Tax Freedom Act ("ITFA"). Pursuant to the ITFA there is a national moratorium on state and local government taxation on internet access.

By way of background, New Cingular was named as a defendant in a series of lawsuits throughout various federal courts nationwide. The lawsuits were consolidated into a proceeding before the Northern District of Illinois and were settled without notice to the City. Pursuant to the settlement agreement, New Cingular is filing the current Complaint to fund the settlement by suing cities and counties for refunds of the UUT.

Class claims and the Ardon Case

Recently, the California Supreme Court decided the case of *Ardon v. City of Los Angeles* (2011 Cal. LEXIS 7681, 15-16 (Filed July 25, 2011)). In this case, the issue was whether a class claim could be brought for a refund of taxes. Unfortunately, the Court concludes that Section 910 of the Government Claims Act authorizes class claims for refunds of taxes and fees and nothing in Article XIII, section 32 of the State Constitution prohibits that result. However, the court's decision suggests that local ordinances may prohibit class claims. Accordingly, our office recommends amending the BMC to add language prohibiting class claims for tax refunds. Although the amendment to the BMC will have no effect on this case, it may prevent future class claims.

IV. CONCLUSION

By this claim, AT&T has sought to recover utility tax charges on wireless data services from Bell and 134 other local entities. The US Congress has established a moratorium on such charges. The Settlement Agreement requires that AT&T ("Claimant") promptly return to customers the refundable amount. We have been unable to determine what specific refund amounts might be to individual customers.

**AGREEMENT OF SETTLEMENT & RELEASE BETWEEN
NEW CINGULAR WIRELESS PCS LLC
AND THE CITY OF BELL, CALIFORNIA**

New Cingular Wireless PCS LLC (“Claimant”) the Settlement Class as described below and the City of Bell (“City”) enter into the following Agreement of Settlement and Release (“Agreement”) with regard to the Claim described and defined below.

WHEREAS, the Claimant and Settlement Class submitted to City a claim dated November 1, 2010 seeking the refund of \$66,704.97 in Local Utility User Surcharge (“Tax”), which Tax had previously been collected by the Claimant from its customers on charges for data services between November 1, 2005 and September 30, 2010, and which Tax previously was remitted by the Claimant to City (the “Claim”); and

WHEREAS, City has asserted various defenses to the Claim, including but not limited to an assertion that certain portions of the Claim are outside the 1 year limitations period for which a refund of Tax is available under the City Municipal Code; and

WHEREAS, the Claimant is a party-defendant to the Global Class Action Settlement Agreement approved by the United States District Court for the Northern District of Illinois in Case No. 10-CV02278, pursuant to which the rights of the customers included in the Settlement Class (the “Settlement Class”) have been established; and

WHEREAS, the Settlement Class includes customers from whom the Tax was collected, which Tax is sought in the Claim; and

WHEREAS, the Claimant and City desire to promptly return to the Settlement Class customers the refundable amount of Tax sought in the Claim, and to resolve this matter fully and finally as between the Claimant and City.

NOW, THEREFORE, the parties hereto mutually agree:

FIRST, the Claimant Settlement Class and City agree that this Agreement shall be final with regard to any liability for Tax sought in the Claim.

SECOND, City agrees to pay, and the Claimant and Settlement Class agrees to accept payment of \$15,424.30 in full satisfaction of any and all obligations with respect to the Claim. In exchange for this payment, the Claimant and Settlement Class agrees to release City from any and all further liability with regard to the Claim.

THIRD, City shall issue a check in the amount of \$15,424.30 in the name of AT&T Mobility Settlement Fund (escrow acct) and shall within 15 days of the final execution of this agreement send such check via certified mail to John Brophy, ARPC, 1200 19th Street, NW, Washington, DC 20036, for deposit in an escrow account for the benefit of the Settlement Class as prescribed by the Global Class Action Settlement Agreement referenced above. A copy of that check shall simultaneously be mailed to Thomas Giltner, Esq., AT&T Mobility, 2180 Lake Blvd., Room 12B54, Atlanta, GA 30319 and James P. Frickleton, Bartimus, Frickleton, Robertson & Gorny, P.C., 11150 Overbrook Road, Suite 200, Leawood, KS 66211.

FOURTH, this Agreement sets forth the entire understanding between the Claimant, Settlement Class and City with respect to the subject matter hereof and supersedes any prior negotiations, agreements, understandings or arrangements between them.

FIFTH, this Agreement shall be binding upon an inure to the benefit of the Claimant, Settlement Class, and all of their respective former and current officers, employees and directors, and respective successors and assigns.

SIXTH, With respect to any claims related to or arising out of the Claim, the Recitals to the Agreement, and/or the Agreement, the Agreeing Parties expressly waive the rights afforded under California Civil Code section 1542, which provides that:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR.

The Agreeing Parties represent and warrant that they have had the opportunity to seek and receive the advice of an attorney with respect to the advisability of making the release provided for herein, and the meaning of California Civil Code section 1542 and released rights at law and in equity. Being aware of California Civil Code section 1542, as outlined above, the Parties hereby expressly waive and relinquish any benefits they may have pursuant to Civil Code section 1542, as well as under any other state or federal statutes or common law principles of similar effect.

SEVENTH, each of the undersigned represents and warrants that he or she is fully authorized to execute and deliver this Agreement on behalf of the party and in the capacity identified below.

EIGHTH, this Agreement may be signed in one or more counterparts.

NINTH, Class Counsel will request that the United States District Court for the Northern District of Illinois in Case No. 10-CV02278 order that following the distribution procedures set forth in the settlement documents approved in the Global Class Action Settlement Agreement above, in the event that there remain funds that could not be distributed to the Class members or from checks that are not negotiated, deposited or cashed, such funds will be returned to City.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the dates shown below.

NEW CINGULAR WIRELESS PCS LLC

Date: _____

By: _____

Title: _____

CITY OF BELL, CALIFORNIA

Date: _____

Title: _____

ACKNOWLEDGMENT OF CONSENT TO AGREEMENT:

THE SETTLEMENT CLASS, BY AND
THROUGH SETTLEMENT CLASS
COUNSEL

Date: _____

By: _____

Title: _____

City of Bell Agenda Report

DATE: November 9, 2011
TO: Mayor and Members of the City Council
FROM: William Smith, Pro Bono Consultant

APPROVED

BY: _____
Arne Croce, Interim Chief Administrative Officer

SUBJECT: Recommended Process, Schedule, and Preliminary Issues Concerning New Solid Waste and Recycling Hauling Franchise

Purpose

The purpose of this report is to appraise the City Council of the status of the "Request for Proposals" (RFP) process that is underway to award a solid waste and recycling franchise. Direction will be requested from the Council after a community meeting is held.

Background

The current exclusive franchise agreement was awarded to CDS (Consolidated Disposal Services) and effective January 18, 1995. This agreement was amended once in 1998. A six month extension was agreed to in April, 2011. In September the Council approved an extension through June 30, 2012; CDS has executed this extension. The extension provides time for the City to conduct a competitive selection process for a new solid waste franchise agreement. While this is eight months from now, this agreement is one of the more complicated and expensive of any city's contracts and thus careful consideration and direction from the Council is needed to insure an open and competitive process occurs which will provide the citizens of Bell the highest possible level of service at the lowest possible cost. This process has not been chosen as a negative reflection of CDS. The service CDS provides the City appears to be very good. The new City Council and administration are conducting a competitive selection process for all major contract services.

Process

The process to produce an RFP for solid waste and recycling is an iterative one. This is an important process that will require several reports to the Council along the way to insure the staff is following the direction of the Council on behalf of the citizens of Bell. There are many reasons for this and they include the necessity for public input which could alter the content of the RFP. The goal is to develop an RFP that will attract qualified bidders and allow the Council to select the hauler that will provide the specified service levels at the lowest cost to the customers. Generally the process will consist of the following steps:

- Gather and review background information provided by the City of Bell relating to the existing waste, recyclables, and yard waste collection practice as well as the commercial and industrial waste collection practice. (This task has been underway and is essentially complete. The most significant factor appears to be

the amount charged through the property tax compared to the amount charged by the hauler.)

- Visit the premises used by the current hauler (CDS). Conduct interviews with the principals, review and evaluate equipment, capital properties, and processes, reporting procedures, personnel, and costs. Review expected future impacts including landfill availability and costs associated with same as well as anticipated regulatory changes. (This task has been underway. The initial review took place on November 3, 2011 at the CDS Santa Fe Springs facility.)
- Contact surrounding municipalities and review current exclusive trash hauling and recycling franchise agreements. Insure review of billing procedures and establish hauler and city experience. (This task has been underway and will continue.)
- Contact hauling companies which work Los Angeles County. Consider issuing "Notice of Intention to Issue RFP." (This task has not been started at this writing.)
- Isolate options for City Council consideration to be included in RFP beyond what is contained in current franchise agreement. Some examples of these are: food waste recycling from restaurants, additions to diversion programs, variable rates, customer service efforts, public education and outreach programs, transition plan, emergency plan, cost reduction for citizens programs, and optional services offered. (This is a continuing task.)
- Contact major users of hauling services in City of Bell to include schools, major commercial and industrial users and elicit input on current operations and potential changes to future requirements.
- Propose public input meeting. (This is discussed below.)
- Produce draft RFP. (This will be accomplished after the first public input meeting.)
- Evaluate the need for and recommend, if appropriate a contract Solid Waste consultant RFP evaluator. (This task will be completed prior to developing the final RFP.)
- Introduce the recommended RFP to the Bell City Council. (This task should occur at the March 7, 2012 Council meeting.)
- Hold a pre-proposal conference as soon as possible after approval by the City council. Encourage all interested bidders to attend.
- Complete evaluation and award process not later than May 15, 2012. (This would include public meetings and/or hearings.)

- Negotiate with selected bidder as directed by City Council.
- Award a new franchise agreement

The Schedule

A proposed schedule for the indicated events in this process is provided below:

| <u>TASK</u> | <u>DATE</u> |
|---|--------------------|
| ▪ Complete background work. | 12/31/2011 |
| ▪ Hold citizens meeting on solid waste/recycling. | TBD |
| ▪ Submit draft RFP to CAO. | 02/15/2012 |
| ▪ Recommend RFP evaluation consultant to CAO. | 03/01/2012 |
| ▪ Introduce RFP to Bell City Council. | 03/14/2012 |
| ▪ Issue RFP. | 03/15/2012 |
| ▪ Hold bidders Pre-Proposal Conference. | 03/15/2012 |
| ▪ Close bids. | 05/01/2012 |
| ▪ Evaluate and award new franchise agreement. | 05/15/2012 |
| ▪ Commence new hauling franchise agreement. | 07/01/2012 |

Initial Council Consideration and Direction Solid Waste and Recycling RFP

As stated above, these type agreements are complex and expensive. They address a myriad of issues. These issues include cost, convenience, waste reduction, environmental concerns, recycling, sanitation, public health, education, noise, traffic, state regulatory compliance and public appearance, just to name a few. At this early point in the process, the following items are extremely important. Some items will need specific direction from the Council and some just general direction. The direction given by the Council will impact the content of the RFP. Staff recommends Council give specific direction on these and these and other items following a well-publicized public meeting and reporting the results to Council. (Input can also be taken through the City’s web site.) A date for this meeting has not yet been selected. A summary of three items follows:

A. Level of Service. Staff has assumed the current level of service for Bell's 5, 899 residential customers, 547 commercial customers and 17 industrial customers meets the requirements of Bell's citizens. CDS has provided weekly service to the City for 22 years and has met AB 939 recycling requirements as well. Complaints about trash hauling services are minimal. Frequency of service, size of containers, customer service availability and performance, state regulatory issues, automation, public education and special collection (bulky items, batteries, etc.) appear to be handled well.

Council Direction on Level of Service: Council should identify the services and service levels to be contained in the RFP.

B. Service Billing: The City collects the fees for solid waste and recycling hauling services through the property tax. This is an uncommon practice. Only five of CDS's twenty-seven municipal customers use the property tax arrangement. The more common practice is direct billing by the waste hauler to the customers. There are a number of advantages and disadvantages to each system. Collection on the property tax is the most efficient and least costly way to bill; it also provides the City the power to lien the property in the event of non-payment. A downside of property tax billing is that it requires larger payments in two installments versus smaller payments on a monthly or bi-monthly billing system. Direct billing by the hauler requires initial and ongoing costs for development and administration of a billing system. On the positive side, direct billing reinforces the responsibility for service is with the hauler and residents get a single bill tied directly to the service.

Council Direction on Direct Billing: This is an important aspect of the RFP. Does the Council have a preference for one system? The RFP could be structured to provide for bids using both systems.

C. Franchise Fee: Currently the City collects a franchise fee only on the services provided to commercial customers. The current fee generates approximately \$183,000 annually to the General Fund. Franchise fees are paid for the exclusive right to serve all customers and are also acknowledged to pay the City for the wear and tear of solid waste collection vehicles on City streets. Staff is doing research on the various practices in other communities for solid waste franchise fees. We will complete this analysis prior to the public meeting.

Council Direction on Franchise Fee: The City Council will need to identify the scope and amount (usually a percent of gross billings) of franchise fee to include in the RFP.

Additional Considerations

The City Council may have additional considerations about the RFP process at this time. Staff should be informed of them as soon as possible. As stated above, this is a complicated process. It is iterative in nature. The current target for RFP issuance is March 15, 2012. The RFP must address the issues carefully and thoroughly and the evaluation process of the bids needs the same. Meetings with the public, CDS, our neighboring cities and other stakeholders are essential to provide a solid, citizen supported and fair RFP process. Staff will keep the Council informed of the process through intermittent staff reports as necessary.



Council Agenda Report

November 9, 2011

TO: City Council

FROM: Arne Croce, Interim City Administrative Officer 
Bill Statler, Pro Bono Budget Advisor

SUBJECT: 2012-13 BUDGET PROCESS, CALENDAR AND FORMAT

RECOMMENDATION

Approve the budget process, calendar and budget document format for 2012-13.

DISCUSSION

The proposed budget process for 2012-13 is based on meeting three goals, while recognizing the City's limited staff resources:

- Meaningful community engagement and participation in the process
- Early Council direction on budget goals and objectives
- Effective staff input and technically sound analysis

Provided in Attachment 1 is a graphic depiction of the proposed process. As discussed below, it consists of three main policy steps:

- Budget process preparation
- Community engagement and Council goal-setting
- Preliminary budget preparation and adoption

● Budget Process Preparation

Building the Foundation (Tuesday December 6 or Wednesday, December 7 2011: Special Budget Meeting)

This special budget workshop will cover four main topics:

- **City "Finance 101."** Given the newness of Council members to city government, we plan to provide a brief overview of key municipal financial management concepts and principles. It will closely follow the excellent publication from the Institute for Local Government (ILG): "Financial Management for Elected Officials: Questions to Ask." This publication is available at no cost (in both English and Spanish) from the ILG on their web site at: <http://www.ca-ilg.org/financialmanagement>

- **Budget and fiscal policies.** Clearly articulated fiscal policies provide an essential foundation for effective financial decision-making and in protecting an organization’s fiscal health. Fiscal health is a lot like your personal health: it’s not what you live for, but it’s hard to enjoy your life without it. Cities don’t exist to be fiscally healthy: they exist to make communities better places to live, work and play. However, this requires the fiscal capacity to link community goals with the resources needed to achieve them. In short, fiscal health is not an end in itself; but it’s an important part of the tool kit in achieving “ends.”

Like personal health, fiscal health is rarely luck. The strength of the local economy is obviously an important fiscal health factor – just as genes are in personal health. However, regardless of the strength of its local economy, no agency is immune from economic downturns.

Formal statements of key budget and fiscal policies provide the foundation for assuring long-term fiscal health by establishing a clear framework for effective and prudent financial decision-making.

Policies are an agency’s “north star” in guiding the preparation and implementation of budgets and financial plans. They help make tough decisions easier by stating an organization’s values before they are placed under stress by adverse circumstances. The organization might still choose to do something different – effective policies are guides, not straightjackets – but they are a powerful starting point: *but for “this,” the organization should do what?*

Stated simply, articulating and then following prudent fiscal policies is the most effective and proven way for government agencies to ensure their long-term fiscal health. They are both preventative and curative: clearly articulated policies help prevent problems from arising in the good times; and help respond to bad times when they do occur.

Adopting key fiscal policies is an essential factor for effective stewardship of the City’s resources, both in the short and long-term. Based on “best practices” recommended by professional organizations like the Governments Finance Officers Association of the United States and Canada (GFOA) and the California Society of Municipal Finance Officers (CSMFO) as well as the major rating agencies, likely fiscal policy areas for the City include:

- Balanced budget (and what this means)
- Long-term financial planning
- Council versus staff budget authority
- Revenue management, such as earmarking and the use of one-time revenues
- User fee cost recovery: when should user fees fund services versus general purpose revenues?
- Financial reporting (annual and interim reports)
- Investments
- Appropriations limit
- Minimum fund balance
- Capital improvement plan (CIP) management
- Capital financing and debt management

- Equipment and major systems replacement
- Contracting-out

After their adoption by the Council, the City's "Budget and Fiscal Policies" will be included in the budget document.

- **Status of current objectives and other budget inputs.** Along with the status of key objectives for the current year, this will include an update on 2011-12 priority objectives that will be significant "inputs to the 2012-13 Budget, such as: the compensation study; Police Memorandum of Understanding (MOU); supplemental retirement plan; Police Department assessment; city-wide organizational structure; solid waste franchise; and lighting/landscape maintenance assessments.
- **Goal-setting process for 2012-13.** As discussed below, we plan to provide an overview of the proposed structure and process for the proposed Community Forum (January 21, 2012) and Council goal-setting workshop (January 28, 2012).

General Fund Five-Year Fiscal Forecast (January 11, 2012: Regular Meeting)

Like virtually all other local governments in California, the City of Bell has been faced with major fiscal challenges over the past several years in the wake of the worst recession since the Great Depression. On top of this, the City is experiencing other deep fiscal challenges due to its own unique circumstances.

Just as the City's current financial situation developed over several years, emerging from this condition is likely to take several years as well. For this reason, we believe that the City will benefit from taking a longer look at its fiscal outlook as part of the 2012-13 Budget by preparing a five-year fiscal forecast for the General Fund.

Stated simply, making good resource decisions for 2012-13 requires taking into account their impact on the City's fiscal condition down the road. Developing good solutions requires knowing the size of the problem we are trying to solve: the City can't fix a problem it hasn't defined. And in this economic and fiscal environment, looking only one year ahead is almost certain to misstate the size and nature of the fiscal challenges ahead of us.

For those cities that have prepared longer-term forecasts and follow-on financial plans, this did not magically make their fiscal problems disappear: they still had tough decisions to make. However, it allowed them to better assess their longer term outlook, more closely define the size and duration of the fiscal challenges facing them, and then make better decisions accordingly for both the short and long run. We believe that this will be true for the City of Bell as well.

② Community Engagement and Council Goal-Setting

Community Forum (Saturday, January 21, 2012: Special Budget Meeting)

The purpose of the "forum" is to provide the community with an opportunity to share with the Council what they believe are the "most important, highest" priority things" for the City to

accomplish in the coming year. This will be heavily advertised, with direct “invitations” to key stakeholder groups and interested individuals. At this meeting, the Council’s role is to listen and process the input in preparation for their “goal-setting workshop” to follow on January 28.

Additionally, community groups and interested individuals will be invited to provide written suggestions to the Council. Other forms of engagement and outreach will be made, which may include a community newsletter, surveys and community group presentations.

Council Goal-Setting Workshop (Saturday, January 28, 2012: Special Budget Meeting)

The purpose of this Saturday workshop is for the Council to set goals for 2012-13: what are the most important, highest priority things for the City to accomplish in the coming year? The proposed Budget will then ensure that resources are provided to achieve these “major city goals.” At the end of the day, this is the singular importance of the budget process: to align goals and resources.

Based on our experience, the goals for the forum and the Council goal-setting workshop will best be achieved through the use of an outside facilitator. This allows all Council members to participate fully in the process; and allows staff to devote their efforts to listening and learning. The ILG has offered to do so “pro bono.” Ken Hampian (former interim CAO), Bill Statler and Mike Multari have also offered to assist with this process on a “pro bono” basis.

⑤ Preliminary Budget Preparation and Adoption

Strategic Budget Direction (Wednesday, March 21, 2012: Special Budget Meeting)

The purpose of this meeting is to present to the Council the proposed framework for balancing the budget: this will include factors such as compensation, staffing and expenditure reductions; new revenues; use of reserves; and other budget-balancing strategies. This will also be an opportunity to share with the Council the proposed approach to responding to the Council goals set at the January 28 workshop in the Preliminary Budget.

Publication of Preliminary 2012-13 Budget (Friday, May 25, 2012)

This is the target publication and distribution date for the Preliminary Budget. This will meet the charter requirement for the proposed budget to be submitted to the Council and available for public review at least 35 days before the beginning of the new fiscal year.

Preliminary Budget Review (Wednesday, June 6, 2012: Special Budget Meeting)

As reflected in the “Budget Process” chart provided in Attachment 1, we plan to issue the Preliminary Budget for Council and public review by May 25, 2012. The purpose of this special budget workshop is to review the Preliminary Budget with the Council. If things went well at the previous workshops, there should be no surprises here – but three meetings are scheduled for Council review and adoption to make sure that adequate time is available for Council consideration and for follow-up on any questions that they may have.

Continued Budget Review (June 13, 2012: Regular Meeting)

Continued review of the budget as needed in presenting key issues and responding to Council questions.

Budget Adoption (June 27, 2012: Regular Meeting)

This is the final public hearing on the Budget leading to its adoption.

Council Meeting Summary

The following recaps proposed Council meeting dates as part of this process:

| Purpose | Meeting Type | Date |
|--|-------------------------|--------------------------|
| • Building the Foundation | Special Budget Workshop | December 7, 2011 |
| • General Fund Five-Year Fiscal Forecast | Regular Meeting | January 11, 2011 |
| • Community Forum | Special Budget Workshop | January 21, 2012 |
| • Council Goal-Setting | Special Budget Workshop | January 28, 2012 |
| • <i>Mid-Year Budget Review*</i> | <i>Regular Meeting</i> | <i>February 22, 2012</i> |
| • Strategic Budget Direction | Special Budget Workshop | March 21, 2012 |
| <i>Preliminary Budget Issuance</i> | | <i>May 25, 2012</i> |
| • Preliminary Budget Review | Special Budget Workshop | June 6, 2012 |
| • Continued Budget Review | Regular Meeting | June 13, 2012 |
| • Budget Adoption | Regular Meeting | June 27, 2012 |

** While not technically part of the 2012-13 Budget process, the mid-year budget review provides the latest information about the City's financial condition for 2011-12, which will in turn drive revenue and expenditure assumptions in the 2012-13 Budget.*

Budget Document Format

Effective budget documents serve four roles:

- ***Policy Document.*** Identifies the key financial issues facing the agency; sets forth goals and objectives to be accomplished; and articulates the fundamental fiscal principles upon which the budget is prepared.
- ***Financial Plan.*** Identifies and appropriates the resources necessary to accomplish objectives and deliver services; and shows the agency's fiscal condition.
- ***Operations Guide.*** Describes the basic organizational units and activities of the agency in delivering services.
- ***Communications Tool.*** Provides the public with a blueprint of how public resources are being used and how these allocations were made.

As discussed when the previous Interim CAO (Ken Hampian) submitted the 2011-12 “Bridge Budget” to the Council, the City’s budget document is not oriented to serve any of these purposes well. Accordingly, for 2012-13, we propose a budget format that is more policy-oriented and program-focused. It will still provide detailed financial information as appropriate; however, its expenditure focus will change from line items to a more meaningful presentation of what the City does and why.

The programs provided by the City are shown in the sidebar. We recommend providing the following information for each program in the 2012-13 budget document:

- Program description: purpose, goals and activities in delivering services
- Program costs
- Funding source
- Program staffing levels
- Responsible department
- Significant expenditure changes
- Program objectives for improving service delivery
- Program workload and performance indicators

This doesn’t mean “reinventing the wheel” in identifying programs. In fact, as shown in the sidebar, it makes sense to align them with the budget units already in place. However, as reflected in the sidebar, we propose organizing the budget by functional area, grouping programs into one of six major categories used by the State Controller’s Office in its required annual reporting of city financial transactions.

A sample operating program budget for Police patrol services is provided in Attachment 2.

Budget Organization

We propose organizing the budget document into nine main sections. The first three sections will provide key fiscal and policy overviews:

1. **Introduction.** Includes the Budget Message from the CAO that highlights key fiscal issues facing the City and the budget responds to them.

Sample Budget Programs

Police

- Patrol
- Detectives
- Jail
- Support Services
- Parking Enforcement
- Administration

Community Development

- Planning
- Building
- Code Enforcement
- Engineering
- Community Redevelopment Agency
- Economic Development

Community Services

- Recreation Programs
- Park Maintenance
- Street Maintenance
- Sewers Maintenance
- Solid Waste and Recycling
- Landscape and Lighting
- Social Service Programs
- CDBG Programs
- Housing and Property Management

General Government

- City Council
- City Administrative Officer
- City Attorney
- City Clerk
- Finance and Treasurer
- Human Resources
- Risk Management

2. ***Policies and Objectives.*** As discussed above, presents the fiscal policies that guide preparation and management of the budget and includes “major City goals” adopted by the Council.
3. ***Budget Graphics and Summaries.*** Provides simple pie charts and tables that highlight key financial relationships and summarize the overall budget.

The next three sections will focus on expenditures, linked to the accomplishment of City goals and objectives:

4. ***Operating Programs.*** As discussed above, presents the City’s operating programs that form the City’s basic organizational units for the delivery of day-to-day services.
5. ***Capital Improvement Plan.*** Summarizes the City’s capital improvement plan (CIP), which includes all of the City’s construction projects and equipment purchases that cost \$15,000 or more.
6. ***Debt Service Requirements.*** Presents the City’s debt obligations at the beginning of the Financial Plan period and summarizes any proposed changes.

The last three sections will provide more detailed financial information, supplemental schedules and budget reference materials.

7. ***Changes in Financial Position.*** Provides combined and individual statements of revenues, expenditures and changes in fund balance/working capital for each of the City’s funds.
8. ***Financial and Statistical Tables.*** Includes supplemental financial and statistical information such as revenue estimates and assumptions, interfund transactions, authorized staffing levels, expenditures by department and type, appropriations limit history and general demographic information about the City.
9. ***Budget Reference Materials.*** Describes the major policy documents and preparation guidelines used in developing and executing the budget, including the budget calendar; and provides a Budget Glossary of terms that may be unique to local government finance or the City’s budget document.

SUMMARY

The City’s budget – and the process it uses to develop and adopt it – is one the City’s most important policy documents. At the end of the day, budgets determine how the resources entrusted to the City will be used in meeting its highest priority goals: what will get done; and more importantly these days, what won’t get done in the coming year. The process – and the resulting budget document – can be implicit or explicit; but it will have this result in either case.

The purpose of the proposed budget process and document format is to make this process and outcome more transparent to the community, Council and staff. Hopefully, it will result in meaningfully engaging the community in its development and provide the Council with the

opportunity for early direction on budget goals and objectives. It should also provide for effective staff input and technically sound analysis of the City's revenues, expenditures and financial condition. Lastly, the resulting budget document will better tell the City's financial story to the community, Council and staff by focusing on what the City does and why: in short, how its resources are being used in doing important things that matter and make a difference to the community.

Next Steps

With Council approval of the budget process and document, staff will begin preparing for the upcoming budget workshops and forum; and developing internal procedures and "budget instructions" that will lead to timely issuance of the preliminary budget document and its approval by the Council in June 2012.

ATTACHMENTS

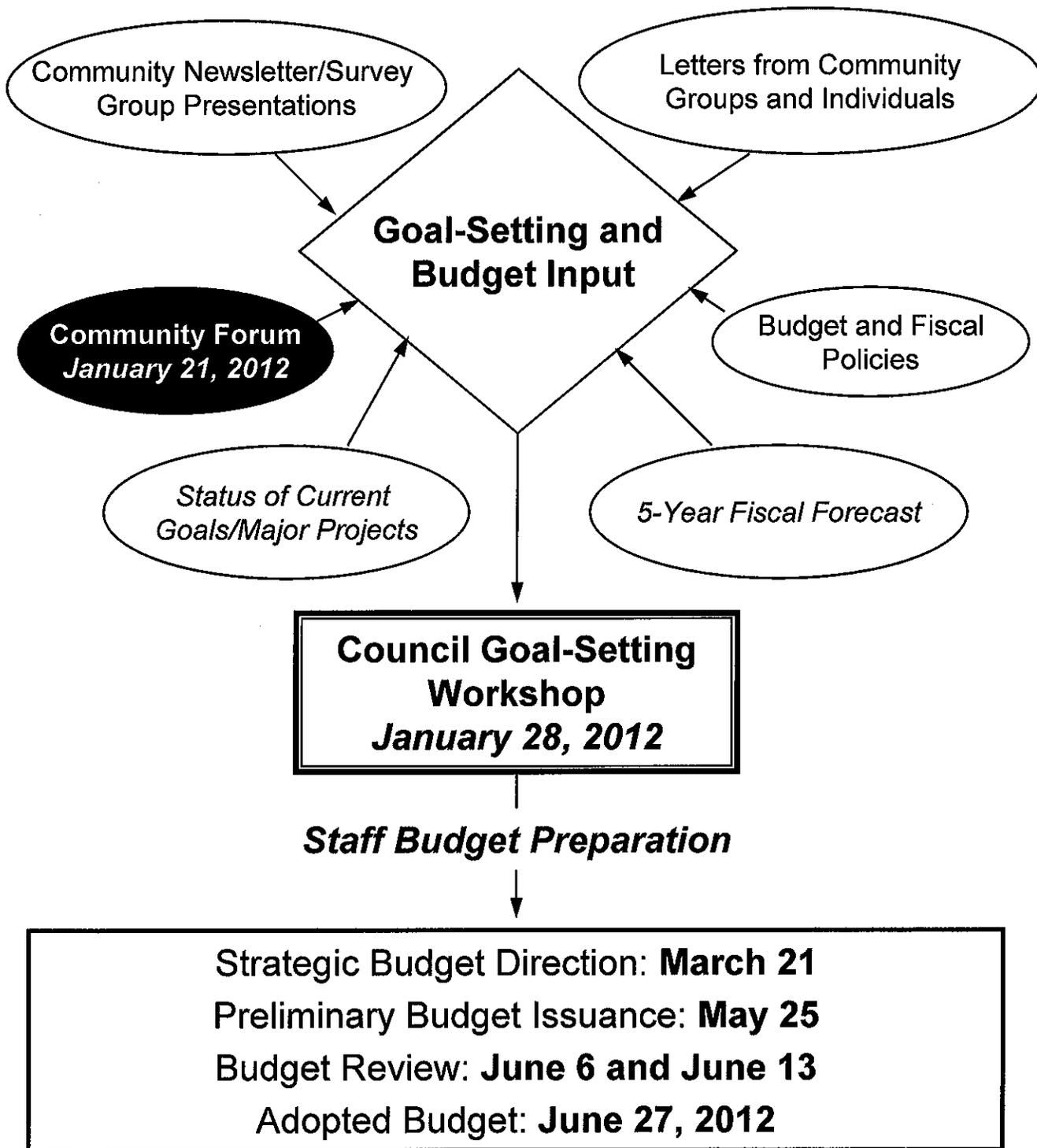
1. Proposed 2012-13 Budget Process
2. Sample Operating Program Budget





City of Bell

FY 2012-13 Budget Process



POLICE**Sample Operating Program Budget**

PROGRAM: Patrol Services
DEPARTMENT: Police
FUND: General Fund

| PROGRAM COSTS | Actual | Actual | Estimated | Budget |
|------------------------------|--------------------|--------------------|--------------------|--------------------|
| | 2009-10 | 2010-11 | 2011-12 | 2012-13 |
| Staffing | 2,969,200 | 3,041,900 | 2,216,100 | 2,216,100 |
| Contract Services | 359,700 | 303,600 | 300,000 | 300,000 |
| Other Operating Expenditures | 65,000 | 60,000 | 53,700 | 53,700 |
| Minor Capital | 1,500 | | | |
| Total | \$3,395,400 | \$3,405,500 | \$2,569,800 | \$2,569,800 |

PROGRAM DESCRIPTION

The police patrol services program uses uniformed officers to respond to emergency situations and calls for service; conduct preliminary investigations of criminal activity; enforce state and City laws and statutes; apprehend criminals; enforce traffic laws; conduct routine traffic collision investigations; control disturbances; manage unusual incidents; implement crime prevention strategies; and provide other public safety related services as directed. Program goals are to: 1) safeguard the lives and property of the Bell community; 2) reduce the incidence and fear of crime; 3) enhance public safety while working with the community to improve their quality of life; and to do so with honor and integrity, while at all times conducting ourselves with the highest ethical standards to maintain public confidence. This program has four major activities:

- **General patrol.** Driving or walking assigned sectors; conducting pro-active patrols to discover criminal activity in progress or prevent its occurrence; responding to calls-for-service, apprehending criminals and traffic law violators.
- **Directed patrol.** Providing targeted vehicle and foot patrol to respond to known criminal patterns or locations of occurrences.
- **Special events.** Plan development and coordination of special events with event organizers and other City departments.
- **Traffic enforcement.** Conducting proactive traffic enforcement by issuing warnings and citations for violations, and conducting collision investigations.

| PROGRAM STAFFING SUMMARY | Actual | Actual | Estimated | Projected |
|-----------------------------|------------|------------|-------------|-------------|
| | 2009-10 | 2010-11 | 2011-12 | 2010-11 |
| Regular Positions | | | | |
| Police Captain | x.x | x.x | 1.0 | 1.0 |
| Police Lieutenant | x.x | x.x | 1.0 | 1.0 |
| Police Sergeant | x.x | x.x | 1.0 | 1.0 |
| Patrol Officer | x.x | x.x | 15.0 | 15.0 |
| Motor Officer | x.x | x.x | 1.0 | 1.0 |
| Total | x.x | x.x | 19.0 | 19.0 |
| Temporary Positions | | | | |
| Full-Time Equivalents (FTE) | x.x | x.x | 0.5 | 0.5 |

| | |
|---------------|--|
| POLICE | Sample Operating Program Budget |
|---------------|--|

PROGRAM: Patrol Services
 DEPARTMENT: Police
 FUND: General Fund

SIGNIFICANT PROGRAM CHANGES

Reductions Required to Balance the Budget

- Description of any reductions
- Description of any reductions
- Description of any reductions

Increases Required to Support Basic Services Levels or Achieve Major City Goals

- Description of any significant expenditure additions
- Description of any significant expenditure additions
- Description of any significant expenditure additions

2012-13 PROGRAM OBJECTIVES

- Description of 2012-13 program objectives, including assigned Council goals if applicable
- Description of 2012-13 program objectives, including assigned Council goals if applicable
- Description of 2012-13 program objectives, including assigned Council goals if applicable

| WORKLOAD MEASURES | Actual 2009-10 | Actual 2010-11 | Estimated 2011-12 | Projected 2012-13 |
|--------------------------|-------------------|-------------------|----------------------|------------------------------|
| Calls for Service | xxxx | xxxx | xxxx | xxxx |
| Felony Arrests | xxxx | xxxx | xxxx | xxxx |
| Total Arrests | xxxx | xxxx | xxxx | xxxx |
| Traffic Citations Issued | xxxx | xxxx | xxxx | xxxx |
| Traffic Collisions | xxxx | xxxx | xxxx | xxxx |
| DUI Arrests | xxxx | xxxx | xxxx | xxxx |

City of Bell Agenda Report

DATE: November 9, 2011

TO: Mayor and Members of the City Council

FROM: Debra Kurita, Interim Community Services Director

APPROVED
BY:



Arne Croce, Interim Chief Administrative Officer

SUBJECT: Graffiti Removal Services Request for Proposals

RECOMMENDATION:

Approve the release of a Request for Proposal for Graffiti Removal Services

BACKGROUND AND DISCUSSION:

In 1974, the U.S. Congress introduced the Community Development Block Grant (CDBG) Program as part of the Housing and Community Development Act. The CDBG program is funded by the U.S. Department of Housing and Urban Development (HUD). Although the Act has been amended in recent years, the primary objective continues to be developing viable urban communities by providing decent housing, a suitable living environment, and expanding economic opportunities, principally for low- and moderate-income persons.

The CDBG Program has three primary objectives:

- Benefit those with low- and moderate-incomes;
- Aid in preventing neighborhood deterioration; and
- Meet other urgent community development needs due to natural disasters or other emergencies.

The CDBG funding for smaller cities, those with a population under 50,000, is administered through counties; the City of Bell's funding is programmed through the Los Angeles County Community Development Commission (LACDC). The funding allocation for cities is calculated by a population-based formula; the City of Bell's annual amount of new CDBG funds is approximately \$600,000. In FY 2011-12, due to the reallocation of funds that were not spent in previous years, the City was able to budget \$892,854 for CDBG eligible programs.

There are a number of restrictions and requirements related to programs eligible for CDBG funding. One of these requirements is that not more than 15 percent of the City's annual new funds allocation may be appropriated for activities that are classified by HUD as public services. These programs include recreation and education programs, public safety services, drug abuse counseling and graffiti removal services.

In the FY 2011-12 budget for CDBG funded programs, the City allocated the full 15 percent of \$88,580 to the Graffiti Removal Program. In FY 2010-11, when the CDBG allocation was higher, the City expended \$100,217 for the program. This Graffiti Removal Program is designed to eradicate graffiti, within 24 hours of being reported, from public right-of-ways and from private property where the graffiti is visible from the public right-of-way. Additionally, the RFP specifies that the contractor will patrol and clean all commercial streets, alleys and walkways, bike path walls, areas surrounding school properties, and main neighborhood streets.

Currently, the graffiti removal services are being provided by Graffiti Protective Coatings, Inc (GPC) on a month-to-month basis, as the previous contract with this firm expired in June, 2011. Staff has prepared the attached Request for Proposals (RFP) to solicit responses from graffiti removal firms to provide these services for the remaining of this fiscal year. The RFP provides that the City Council may, on an annual basis, extend the award for two additional years, depending on the performance of the contractor and the availability of funding.

The RFP, which has been reviewed by the staff at LACDC, specifies that the proposals must be returned by December 8, 2011. Staff anticipates that the recommendation for approval of the contract will be presented to the City Council for consideration and award at the meeting of January 11, 2012.

FINANCIAL IMPACT

Funds in the amount of \$88,580 are allocated in the FY 2011-12 CDBG Graffiti Removal Program (account no. 30-525-0065-0235). However, the actual cost will depend on the proposal selected by the City.



**CITY OF BELL
REQUEST FOR PROPOSAL
GRAFFITI REMOVAL SERVICES
2011-2012**

SUBMITTAL: One (1) original and six (6) copies must be received on or before 3:00 p.m., December 8, 2011.

Addressed to: **Ms. Rebecca Valdez,
City Clerk**

Address: **City of Bell
6330 Pine Avenue
Bell, CA 90201
(323) 588-6211**

Mark envelopes: PROPOSAL FOR GRAFFITTI REMOVAL SERVICES

PROPOSALS RECEIVED AFTER THE TIME AND DATE STATED ABOVE SHALL BE DEEMED NONRESPONSIVE AND RETURNED UNOPENED TO THE PROPOSER:

INQUIRIES:

Direct questions for clarification regarding this Request for Proposals document in writing to:
Ms. Debra Kurita, Interim Community Services Director at Dkurita@CityofBell.org

**City of Bell
Request for Proposals
GRAFFITI REMOVAL SERVICES**

**SECTION ONE
GENERAL INFORMATION**

1.01 PURPOSE

The City of Bell ("City") is soliciting proposals from qualified and experienced proposers to provide professional graffiti removal services on private and public property within the City limits for the 2011-2012 program year, and two additional years based on performance and the availability of funding. The City's goal is to remove graffiti from the public right-of-way and on private property where the graffiti is visible from the public right-of-way throughout the City.

1.02 ISSUING OFFICE

This request is issued for the City of Bell by the Interim Community Services Director, Ms. Debra Kurita. All questions pertaining to this Request For Proposal shall be directed in writing to:

Ms. Debra Kurita
Interim Community Services Director
City of Bell
6330 Pine Avenue
Bell, CA 90201
(323) 773-1596
DKurita@cityofbell.org

1.03 COST INCURRED

The City of Bell will assume no responsibility for any costs incurred by an individual/firm in the preparation and or presentation of a proposal in response to this Request.

1.04 SUBMITTING A PROPOSAL

To be considered, respondents must submit a complete response in accordance with the requirements referenced in Section 5 of this Request. Proposals must be signed by the individual or an officer of the firm authorized to bind the firm to its provisions. All proposals, associated costs and agreements shall be considered valid and binding on the individual/firm for a period of sixty (60) days after the proposal due date.

All proposals and supporting materials become the property of the Bell upon its receipt by the City.

1.05 RIGHT OF REFUSAL

The City reserves the right to reject any or all proposals received, or to request additional information from any or all of the respondents for the purpose of ascertaining the most qualified individual/firm for the service requested.

1.06 RESPONSE DATE

To be considered, a complete proposal must be received by the City of Bell no later than 3 pm on

December 8, 2011. Proposals are to be submitted to:

Ms. Rebecca Valdez
City Clerk
City of Bell
6330 Pine Avenue
Bell, CA 90211

Proposals must be sealed and clearly state on the outside of the package or envelope: **GRAFFITI REMOVAL PROGRAM.**

The City assumes no responsibility for errors or delays by public or private carriers in delivering proposals. Late proposals will not be accepted.

1.07 CITY HALL HOURS

For the purpose of inquiry or delivering proposals, the City of Bell City Hall is open to the public from 8:00 am to 4:00 pm Monday through Friday. City Hall is closed on holidays and weekends.

1.08 OPENING OF PROPOSALS

The City Clerk will open all proposals received at 3:00 pm on December 8, 2011 at the City Clerk's Office at City Hall.

1.09 SELECTION OF FIRM

The City will select an individual/firm to provide the services pursuant to their Request for Proposal based on evaluation of the proposals and references. The award of this contract will be made to the most advantageous proposal that complies with all the prescribed requirements. However, until an award is made, the City reserves the right to reject any and all proposals, and to waive any technical errors, irregularities or discrepancies, if to do so is deemed to serve the best interests of the City. In no event will an award be made until all necessary investigations are made as to the responsibility and qualification of the bidder to whom it is proposed to make such an award.

Selection will be based on a determination of the individual/firm deemed most qualified to provide the services outlined in this Request and utilizing, but not limited to, the following criteria:

- A. Completeness of the Proposal;
- B. Experience implementing similar programs;
- C. Proven knowledge of and Compliance with Federal Community Development Block Grant (CDBG) Program requirements;
- D. Recommendations from prior clients;
- E. Ability to communicate with diverse populations, particularly in English and Spanish; and
- F. Cost.

Some or all of the respondents may also be asked to make an oral presentation of their qualifications.

1.10 AGREEMENT

The selected consultant will be required to enter into an agreement with the City. The agreement will require the selected individual/firm comply with all Housing and Urban Development (HUD), Community Development Block Grant (CDBG), County of Los Angeles Community Development Commission (CDC), City, and all environmental requirements.

The agreement for the provision of services under this RFP will commence on about January 1, 2012 and expire on June 30, 2012 and may be awarded for up to two additional years based on the availability of funding and performance. A termination clause will be included in the agreement providing for termination with 30 days notice from either party.

An agreement with the selected bidder shall be signed and returned to the City within fifteen (15) days after it has been delivered or mailed to them, or their authorized agent. The Professional Services Agreement has been included for review as a sample agreement as Appendix A of this RFP.

1.11 DISQUALIFICATION OF PROPOSALS

More than one proposal for the same work from any individual, firm, firm partnership, corporation or association under the same or different names will not be accepted; and reasonable grounds for believing that any bidder is interested in more than one proposal for the work will be cause for rejecting proposals in which such bidder is interested. Apparent collusion among bidders will likewise be sufficient cause for rejecting any or all bids, and the participants in such collusion may be barred from future bidding.

Proposals in which the costs for services provided appear to be disproportionate to their value or well beyond fair market value for service may be rejected.

1.12 QUESTIONS

Any individual, firm, firm partnership, corporation, or association that submits a question with regard to this proposal will receive a written response. Further, this question will also be forwarded to those other firms on the respective distribution list as well as any firm that may have submitted a proposal for consideration.

1.13 EXAMINATION OF REQUESTS FOR PROPOSALS

The bidder is required to carefully examine the Scope of Work. It will be assumed that the bidder has thoroughly investigated the work to be completed and is satisfied as to the conditions to be encountered and as to the quality and quantities of work to be performed. The submission of a proposal shall be considered conclusive evidence that the bidder has made such examination.

Any questions regarding the information contained in the RFP should be addressed in writing to **Interim Community Services Director, Ms. Debra Kurita at DKurita@cityofbell.org**.

1.14 PROPOSAL FORM

Please submit one (1) original and six (6) copies of the proposal. All proposals must contain and address all items described under Proposal Content.

All proposals must contain the prices proposed and must be otherwise properly acknowledged by the bidder. If the bids are made by a partnership, the name(s) and address(es) of the general partner(s) and the managing partner(s) must be shown. If made by a corporation, the bids must show the name of the State under which the laws of the corporation were chartered, and the names, titles and

address of the president, secretary, treasurer, manager and agent for service of process.

All proposals shall be submitted in sealed envelopes bearing on the outside the name of the bidder, their address and the name of the project for which the proposal is submitted. It is the sole responsibility of the bidder to ensure that the proposal is submitted in a timely manner. Any proposal received after the scheduled closing time for receipt of proposals will be returned to the bidder unopened.

Submit proposal to:

Ms. Rebecca Valdez, City Clerk
City of Bell
6330 Pine Avenue
Bell, CA 90201
(323) 588-6211

J. REJECTION OF PROPOSALS CONTAINING ALTERATIONS, ERASURES, OR IRREGULARITIES

Proposals may, at the City's option, be rejected if they contain any alterations, additions, erasures, conditional terms or alternatives, are incomplete, show any irregularities of any kinds, or contain any additions or conditional or alternate bids that are not called for or otherwise permitted. The City reserves the right to reject any and all proposals.

**City of Bell
Request for Proposals
GRAFFITI REMOVAL SERVICES**

**SECTION TWO
SCOPE OF SERVICES**

2.01 GENERAL DESCRIPTION

The City of Bell is seeking an individual/firm qualified to provide professional graffiti removal services within the City of Bell for the remainder of the 2011-2012 program year, and two additional years based on availability and performance. ***Please note, the term of the contract will encompass approximately six (6) months, or the remainder of the current fiscal year.***

The City of Bell participates in the US Department of Housing and Urban Development (HUD) Community Development Block Grant (CDBG) program through the County of Los Angeles Community Development Commission (CDC). These CDBG monies are utilized to fund various municipal services, including the City's graffiti abatement program.

The services to be provided under this Proposal include, but not necessarily limited to, the following;

1. Graffiti Removal

The Contractor shall remove graffiti from all City-owned, private residential, commercial, and industrial structures, up to forty (40') feet in height. Contractor shall inspect all referrals to determine the method to be used for the graffiti removal. Methods of removal may include water blasting or other pressurized removal systems, matching existing painted surfaces or other eradication procedures as approved by the City. Contractor shall determine the most effective method(s) for removal of the graffiti at each location. The method(s) of removal will vary depending upon the type of graffiti and condition of the surface. Contractor must use care to avoid damages to existing improvements (e.g., buildings, windows, doors, walls, etc.). Existing improvements damaged by the Contractor shall be repaired at the Contractor's sole expense to the satisfaction of the City.

Prior to contract award, at the discretion of the City, Proposer must demonstrate graffiti removal to City staff at designated locations, at no cost to the City.

2. Processes, Materials and Equipment

- A. Preparation. Contractor shall properly prepare all stucco, masonry, metal, wood or other exterior surfaces in a manner that will result in an acceptable bonding of the applied paint and deter the visibility of graffiti. Contractor will use new and/or recycled water based paint. The City encourages the use of recycled paint. However, no lead-based paints will be used.
- B. Application Quality. The materials shall be applied in such a manner as will ensure smooth, even, uniform coats free of dirt, drips, ridges, waves, drops, runs, brush marks, sags, and laps. If any of these existed before, they shall be properly corrected and prepared before painting. When completed, the painting shall represent a first class, workman-like appearance. All work areas shall be cleaned of all debris, residue and excess paint immediately after completion of work.

- C. Application Process. Paint shall be applied under dry, dust free conditions and shall not be applied when the temperature is below 40 degrees Fahrenheit. All primer and intermediate coats of paint shall be unscarred and completely integral as well as completely dry at the time of the application of each succeeding coat. Contractor shall match the existing surface color when painting over or obscuring graffiti whenever possible. Paint shall be neatly feathered in all areas. If residents/businesses request a specific color, Contractor may provide labor as long as paint has been provided by the resident/business.
- D. Supplies and Equipment. The Contractor shall provide its own vehicle, equipment, supplies and materials necessary to perform the work outlined. Further, the Contractor shall have an aerosol spray unit (minimum 2500 p.s.i.) and standard extension ladder on the Contractor vehicle and such other equipment as may be necessary to perform graffiti removal (e.g., brushes, etc.). The Contractor shall have the ability to remove graffiti from difficult locations. The Contractor must have extension ladders on every vehicle and 24 hours a day, seven days a week, access to a bucket truck with a minimum extension height of forty feet.
- E. Manufacturer Directions. Manufacturer's recommendations for mixing, thinning, applying, type of exposure, surface to be covered, and type of surface wear to which the paint will be subjected shall be explicitly followed.
- F. Paint Match. The Contractor shall verify, to the satisfaction of the City, its method for matching paint. All repainted surfaces shall reasonably match wall color to the satisfaction of the Community Services Director or designee
- G. Definition of Terms.
- Painted Surface. Previously painted surfaces such as stucco, block walls, tilt ups, fences, etc.
 - Porous Surface. Natural unpainted surfaces such as block walls, concrete walls, curbs, sidewalks, marble, concrete light standards, etc.
 - Non-Porous Surface: Glass, windows, mirrors, metal, street signs, poles, light standards, baked enamel, mail boxes, traffic control boxes, street signs, etc.

3. **Technology**

The ability to use technology, such as cell phones applications and their interface with Web pages and Web based data bases, that would allow the public to report graffiti to the City and/or Contractor using cell phones and other electronic devices is highly desirable. The Contractor shall provide a description of the technological system that will be provided by the Contractor to encourage and allow the public to provide this information.

4. **Response and Removal Time**

The Contractor shall provide a 24-hour turnaround from time of notification and/or survey and shall provide emergency services (removal of vulgar, racial or pornographic images, etc within one hour of notification). On a case-by-case basis, a 48 hour turnaround time may be acceptable, at the City's discretion, to provide color-matching if necessary.

5. **Contractor Responsibility**

The contractor is to assume the responsibility for all work and tenant and property owner relations.

6. **Right of Entry**

A. Private Property. Graffiti removal from private property will require a release from the property owner consenting to graffiti removal. The Contractor and/or City must obtain written approval to enter and release of liability prior to starting the graffiti removal. Graffiti to be removed from private property must be visible from the public right-of-way.

B. Public Right-of-Way Property. Authorization shall be given by the Community Services Director for the removal of graffiti on public property.

C. Commercial signage. Graffiti found on commercial signage shall only be removed with the owner's/occupant's specific, written approval and with the owner's/occupant's understanding that the Contractor is not responsible, under this contract, for replacing any original lettering, pictures, etc., on a commercial sign. With the owner's/occupant's approval, the Contractor shall proceed with diligence to remove the graffiti with as little damage to the commercial sign as possible. Graffiti to be removed from private commercial property must be visible from the public right-of-way.

7. **Clean up**

All finished surfaces of the building shall be left clean and reasonably dust free. At completion of work, Contractor shall clean all exposed surfaces soiled by the work; repair all damage caused by the work at no extra cost to the property owner or the City of Bell; remove all debris created as a direct result of the work from the job site; and leave the entire installation ready for use.

8. **Public Relations and Safety**

The Contractor shall at all times conduct services with the utmost of courtesy to the public. All employees of the Contractor shall wear clean clothing in the performance of duties, and equipment shall be clean and maintained in a safe operating manner. All equipment shall be subject to inspection by the Director of Community Services, or designee. All personnel shall wear appropriate safety gear at all times while removing graffiti in the City of Bell.

9. **Photographic Documentation**

The contractor shall photographically document all locations prior to removal of graffiti and shall maintain said photographs. Upon removal of graffiti, the Contractor shall take an additional photograph of the same area. Digital photos of the abated sites and an accompanying photo disk are to be provided along with the monthly billing. The City prefers a web-based photo system that updates in real time while in the field.

10. **Daily Logs**

Daily logs shall be maintained identifying graffiti removal site by census tract and block group. Monthly program reports shall be submitted within five (5) days of the end of the month. Information on total graffiti removal in square feet and number of sites shall be provided.

Should accomplishment target not be met for the reporting period, steps to remedy the situation shall be provided along with an implementation schedule.

11. Schedule of Work

- A. Contractor shall patrol and clean five days a week, Monday through Friday, all commercial streets, alleys and walkways, bike path walls, areas surrounding school properties, main neighborhood streets including, but not limited to Bell Ave., Salt Lake Ave., Filmore Ave., River Dr., Randolph Ave., Clarkson St., Southhall/Chanslor Ave., Loma Vista Pl., Woodward Ave., Bear Ave., and Corona Ave., and any additional service requests from City. Isolate areas that are vandalized consistently on Fridays after 1:00 p.m. and re-patrol and clean those specific areas as needed.
- B. Patrol and clean the east river wall and all residential streets at least once per week.
- C. Every Saturday, or by preference Sunday, perform a complete sweep of Florence Ave., Salt Lake Ave., Gage Ave., Atlantic Ave., Wilcox Ave., bike path near Florence Ave., Federal Alley, Knoll Tract, and Walker-Crafton walkway.

12. Air and Water Pollution. The Contractor shall be required to conform to all current regulations of the South Coast Air Quality Management District (AQMD). The Contractor is also required to adhere to the provisions of the Federal Clean Water Act as regulated by the U.S. Environmental Protection Agency (EPA) in Code 40, Code of Federal Regulations (CFR) Parts 122, 123, 124, the Porter-Cologne Act (California Water Act), and the National Pollutant Discharge Elimination System (NPDES) requirements. Suitable Best Management Practices (BMPs) shall be applied to prevent any chemical, debris or any non-storm water discharges from entering the storm drain system (storm drains and gutters).

2.02 STORM WATER AND URBAN RUN OFF POLLUTION PREVENTION

The City of Bell has a Storm Water and Urban Run-off Pollution Control Ordinance codified in Section 13.08.080 of the Municipal Code, pursuant to the Federal Water Pollution Control Act, also known as the Clean Water Act, as amended, 33 U.S.C. Section 1251 et al. Copies of the Storm Water and Urban Run-off Pollution Control Ordinance are available from the City Clerk.

All work performed under this contract shall conform to the above referenced Bell Municipal Code. In addition the Contract is required to comply with all applicable local, state and federal clean water regulations, laws, provisions, etc. in the performance of their work.

The Contractor shall implement all applicable Best Management Practices. Best Management Practices (BMPs) are techniques used to control storm water runoff, sediment control, and soil stabilization, as well as management decision to prevent or reduce nonpoint source pollution. The EPA defines BMP as a "technique, measure or structural control that is used for a given set of conditions to manage the quantity and improve the quality of storm water runoff in the most cost-effective manner." The Contractor shall implement all applicable BMPs and ensure that all staff are properly trained and understand the BMPs.

The Contractor shall:

- Transport paint and materials to and from job sites in containers with secure lids and tied down to the transport vehicle;

- Not transfer or load paint near storm drain inlets or watercourses;
- Test and inspect spray equipment prior to starting to paint. Tighten all hoses and connections and not overfill paint container;
- Capture all clean-up water, and dispose of properly;
- Not remove graffiti during a rain event;
- Protect nearby storm drain inlets prior to removing graffiti from walls, signs, sidewalks, or other structures needing graffiti abatement. Clean up afterwards by sweeping or vacuuming thoroughly, and or by using absorbent and properly disposing of the absorbent;
- Direct runoff from sand blasting and high pressure washing (with no cleaning agents) into a landscaped or dirt area. If such an area is not available, filter runoff;
- Through an appropriate filtering device (e.g. filter fabric) to keep sand, particles, and debris out of storm drains;
- Plug nearby storm drains and vacuum/pump wash water to the sanitary sewer if a graffiti abatement method generates wash water containing a cleaning compound (such as high pressure washing with a cleaning compound); and
- Consider using a waterless and non-toxic chemical cleaning method for graffiti removal (e.g. gels or spray compounds).

The Contractor may be asked to:

- Plug nearby storm drain inlets prior to the start of painting where there is significant risk of a spill reaching storm drains. Remove plugs when job is completed.
- Cover nearby storm drain inlets if sand blasting is used to remove paint, prior to starting work.
- Use a sander with a vacuum filter bag.

2.03 COMPLIANCE WITH REGULATIONS-EQUAL OPPORTUNITY EMPLOYER

The service requested in this proposal will be funded under the Community Development Block Grant Program (CDBG). The selected firm shall be required to comply with all applicable Federal regulations including, but not limited to, the following:

1. Contractor shall not discriminate against any employee or applicant of reemployment because of race, color, religion, sex, national origin, age or handicap. Contractor shall take affirmative action to insure that applicants are employed, and that employees are treated equally during employment, without regard to their race, color, religion, sex, national origin, age or handicap. Such action shall include, but not limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, routes of pay or other forms of compensation and selection for training, including apprenticeships, as per the Civil Rights Act of 1964, Title VI and Section 109 of the Housing and Community Development Act of 1974, as amended, Contractor agrees to post in conspicuous places, available to employers and applicants for employment, notices setting forth the provisions of this non discrimination clause. If Contractor hires additional staff to implement the funded program, Contractor will provide, to the greatest extent feasible, opportunities for training low and moderate-income persons residing within the City of Bell, as per Section 3 of the Housing and Urban Development Act of 1968.

Contractor shall, in all solicitations or advertisements for employees placed by or on behalf of Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin, age or handicap.

Contractor shall not discriminate on the basis of age in violation of any provision of the Age Discrimination Act of 1975, 42 USC Section 6101 et seq. or with respect to any otherwise qualified handicapped individual as provided in Section 504 of the Rehabilitation Act of 1973, 29 USC Section 794.

Contractor agrees that in connection with such public services:

- A. It will not discriminate against any employee or applicant for employment on the basis of religion and will not limit employment or give preference employment to persons on the basis of religion;
- B. It will not discriminate against any person applying for such public services on the basis of religion and will not limit such services or give preferences to persons on the basis of religion;
- C. It will provide no religious instruction or counseling, conduct no religious worship or services, engage in no religious proselytizing, and exert to no other religious influence in the provision of such public services;
- D. The portion of a facility used to provide services assisted in whole or in part under this agreement shall not contain no sectarian or religious symbols or decorations; and
- E. The funds received under this Agreement shall not be used to construct, rehabilitate, or restore any facility which is owned by the Contractor and in which the public services are to be provided.

2.04 RETENTION OF FINANCIAL RECORDS

Contractor agrees to maintain financial records and accounts to assure proper accounting for all CDBG Program funds and to support all program expenditures for a period of five (5) years. These records and accounts shall include, but not be limited to, the following: A double-entry General Ledger that supports the costs charged to the CDBG Program;

- A. Records documenting procurement of goods and services;
- B. Lease or Rental Agreements;
- C. Invoices;
- D. Billing Statements;
- E. Cancelled Checks;
- F. Timecards signed by employees and supervisors;
- G. Personnel Authorization Records;
- H. Payroll Registers;
- I. Payroll Tax Records;
- J. Bank Statements;
- K. Bank reconciliations; and
- L. Documentation to support the allocation of costs.

**City of Bell
Request for Proposals
GRAFFITI REMOVAL SERVICES**

**SECTION THREE
GENERAL QUALIFICATIONS**

3.01 GENERAL QUALIFICATIONS

The selected individual/firm will have previous graffiti removal experience that shows the firm can provide professional, first class workmanship. This individual/firm should have knowledge of the proper preparation of all stucco, masonry, metal, wood, or other exterior surfaces that would result in the bonding of the applied paint and obstruct the visibility of graffiti. All personnel assigned to the work must possess appropriate certifications, licenses, or registrations as required by State agencies.

3.02 PRINCIPAL

The account manager, or contact person, assigned to the City will be a consideration in the selection. Qualifications and prior experience in similar programs and activities must be demonstrated in the proposal. Once selected, the account manager, or contact person, assigned to the project or contract shall not be changed without the prior written consent of the City. An organizational chart, if applicable, shall be submitted with the proposal. Other staff or sub-contractors may be identified as the specialist in the specific areas or for specific tasks. These individuals must, within reasonable limitations, be accessible to City staff during business hours (currently Monday – Friday, 8 a.m. to 5 p.m.).

3.03 COMPLIANCE WITH FEDERAL CDBG PROGRAM REQUIREMENTS

Demonstrated experience in administrating CDBG Program funded activities for a period of three (3) years. Compliance with applicable Federal requirements including, but not limited to, financial record keeping, protection of historic properties, and reporting.

3.04 PROFESSIONAL EXPERIENCE

Contractor is required to have experience within the last five (5) years in graffiti removal or related industrial clearing work or service contract. At the time of the proposal submittal, the contractor must provide, in writing, references from at least three cities served within the last five years.

3.05 APPROPRIATE LICENSES OR CERTIFICATIONS

The individual or firm is licensed by the Contractors State License Board to perform graffiti removal services, the employer ID number and Contractors' License number shall be submitted with the proposal. Contractor is required to have in full force and affect all licenses and permits required by the applicable laws to perform graffiti removal services within the City of Bell. Contractor must possess and maintain a valid State of California C-33 Painting License and a State of California C-61 D38 Sand/Water Blasting License during the term of the contract.

The individual or firm must obtain all required City of Bell licenses Contractor shall obtain a City of Bell Business License during the term of the contract.

3.06 SAFETY AND EQUIPMENT OPERATING PROCEDURES MANUAL

A copy of the Safety and Equipment Operating Procedures Manual shall be submitted with the proposal, in addition to a summary of training provided to employees who are responsible for graffiti abatement.

3.07 BILINGUAL SPEAKING CAPABILITY

The ability to effectively communicate with the public in English and Spanish is highly desirable.

3.08 PREFERENCE FOR HIRING LOCAL RESIDENTS

Should the selected individual/firm require the hire of new employees as a result of a graffiti removal services contract with the City, the selected individual/firm agrees to conduct outreach in the City and give preference for qualified applicants residing in the City of Bell. The selected individual/firm will provide evidence of job recruitment efforts.

**City of Bell
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GRAFFITI REMOVAL SERVICES**

**SECTION FOUR
LEGAL AND INSURANCE REQUIREMENTS**

4.01 LEGAL AND INSURANCE REQUIREMENTS

The following are the legal and insurance requirements of the City of Bell for the selected firm;

1. The firm's proposal, along with the Request For Proposal, and all subsequent modifications to either document, will be included as appendices to a final contract.
2. The firm will not assign, transfer, convey or otherwise dispose of its contract or rights, title or interest in or to the same, without prior written consent of the City.
3. The firm agrees to hold the harmless from any and all liability or loss resulting from suits, claims, or actions brought against the City, which result directly or indirectly from the wrongful or negligent actions of the firm in the performance of the Contract.
4. At the time of execution of the contract, the firm will be required to carry the following insurance:
 - A. **Commercial General Liability/Umbrella Insurance:** The person or company shall obtain, at its sole cost prior to exercising any right of performing any obligation, a policy or policies of general liability insurance, or certificate of such insurance, satisfactory to the City Attorney, which provides coverage not less than that provided against liability for any and all claims and suits for damages or injuries to persons or property resulting from or arising out of operations. Insurance shall provide coverage for both bodily injury and property damage. Total limits shall be not less than one million dollars (\$1,00,000) per occurrence for all coverage and two million dollars (2,000,000) general aggregate. Said general liability policy and certificate thereof shall name the City of Bell and its policy shall be primary to any insurance carried by the City.
 - B. **Workers Compensation:** The person or company shall furnish the City with an insurance certificate from its Workers' Compensation insurance carrier, certifying that it carried such insurance in accordance with the requirements of state law, and the policy shall not be cancelled nor the coverage reduced during the term of the contract.
 - C. **Business Auto/Umbrella Liability Insurance:** Primary coverage shall be written on ISO Business Auto Coverage from CA 00 06 92 including symbol 1 (any auto). Limits shall be no less than one million dollars (\$1,00,000) per accident. Starting and ending dates shall be concurrent. If contractor owns no autos, a non owned auto endorsement to the General Liability policy described above is acceptable.
 - i. Employers Liability Insurance of at least \$500,000
Any deductibles or self-insurance retention must be declared to and approved by the City. At the option of the City, either the insurer shall reduce or eliminate such deductible or self-insurance retention as respects the City, its officers, employees and volunteers; or the firm shall procure a bond guaranteeing payment of losses and related investigations, claims administration and defense expenses.

5. The general liability policy is to contain, or be endorsed to contain, the following provisions:
 - A. The City, its officers, officials, employees, agents and volunteers are to be covered as insured as respects liability arising out of activities performed by or on behalf of the firm.
 - B. For any claims related to the services requested the firm's insurance coverage shall be primary insurance as respects the City, its officers, officials, employees, agents and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, agents or volunteers shall be excess of the firm's insurance and shall not contribute with it.
 - C. Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to the City, its officers, officials, employees, agents or volunteers.
 - D. The Firms' insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
 - E. Each insurance policy required by this Section shall also contain a provision that no termination, cancellation or change of coverage of insured or additional insured shall be effective until thirty (30) days notice thereof has been given in writing to the City. Party shall give the City prompt and timely notice of any claim made or suit instituted.
6. Insurance is to be placed with insurers with a current AM Best's rating of no less than A: VII, unless otherwise acceptable to the City.
7. The firm shall provide the City complete, certified copies of all required insurance policies, including endorsements, affecting the coverage required by these specifications.

**City of Bell
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**SECTION FIVE
PROPOSAL SUBMITTAL REQUIREMENTS**

5.01 SUBMITTAL PACKAGE:

In order to be considered, all proposals must include the following materials:

1. The submittal form contained as Section 6 to this Request.
2. Information on the qualifications of the individual/firm to perform the services requested herein describing the Contractor' work history, related experience, and capabilities for providing graffiti removal services, including staffing and types of equipment. Also include principal officers, owners, address, telephone number and required license numbers.
3. Listing of at least three (3) cities or businesses in which work has been performed within the past five years that are of a similar nature to the services requested herein.
4. Three (3) client references with a brief description of services provided and the name of the contact person, address and telephone number for projects undertaken within the past two years, including a list of employee positions and hourly rates for each position.

5.02 COPIES OF PROPOSAL

The original and six (6) copies of the proposal package are to be provided, including the cost proposal. Once copy shall bear original signatures and shall be so indicated on the cover of that proposal. The proposal should include the following information:

Introductions: This should be a brief introduction to the proposal and firm.

Qualifications: Submitting parties must be thoroughly competent and capable of satisfactorily performing the scope of work covered by this proposal. A description of the firm's related work experience should be included. Please detail work experience with CDC and HUD, capability in implementing CDBG administrative programs and projects, and in preparing and analyzing grant-funded financial documents.

Client references must be included, with a brief description of services provided, dates of activity and the name of a contact person and phone number for each referenced job

Personnel: Describe the management and staffing configuration to be utilized to complete the Scope of Work. Resumes of all proposed project personnel must be included. The proposal must indicate a staff representative assigned to act as Project Manager, who will have primary responsibility for this program.

Contract: The firm must file a Conflict of Interest Statement with the City Clerk of the City of Bell. The firm must report investments and interest in real property in the City of Bell. No officer or employee of the City may become financially interested in the Contract.

Budgeted Cost: This section shall include the proposed staff hourly rates, plus any additional project costs, for the remainder of the 2011-12 fiscal year and an annualized amount for the 2012-13 and 2013-14 fiscal years.

The Proposer agrees to furnish all labor, supervision, equipment, materials and transportation necessary to provide graffiti removal services to properties in the City of Bell as directed in conformance with all terms and conditions set forth in this proposal

Prices will include all transportation, applicable taxes, fees, labor, and material.

General Painting for surface requiring paint covering, including custom color matching

Porous Surface requiring sandblasting for graffiti removal, if applicable

Nonporous Surface requiring Chemical removal of graffiti, if applicable

**PROPOSAL
GRAFFITI REMOVAL**

Pursuant to the Notice inviting proposals for the above described work, the undersigned as a Contractor, declares that he/she has carefully examined the proposed described work and that he/she has read and examined the contract documents and is familiar with all proposal requirements and hereby proposed and agrees, if the proposal is accepted by the City Bell, that within ten (10) days, excluding Saturdays, after written notice of award of contract is mailed to Contractor, Contractor will execute and deliver to the City Clerk the contract form provided in the contract documents, the insurance certificates and the special endorsements required therein in a form approved by the City Attorney. Contractor will also furnish all labor, materials, and services necessary to perform and complete all work required by the contract documents and all addenda thereto issued by the City of Bell prior to the receipt of the proposals, for the above described work for the lump sum or unit price set forth in the proposals schedule which is attached hereto and by this reference is incorporated herein.

Said Contractor further agrees to complete all work required under the contract within the time stipulated in said contract documents and to accept in full payment therefore the price in the Proposal Schedule.

Dated: _____

Name _____ of
Contractor _____
(Complete Corporate, Partnership, and Fictitious or Sole Proprietorship name)

By: _____
(Signature)

Name
Printed: _____

Title: _____
(Proof of authority to bind Contractor must be submitted with proposal)

Address: _____

Telephone: _____

**City of Bell
Request for Proposals
GRAFFITI REMOVAL SERVICES**

Name of Company _____

Contact Person _____

Address _____

City _____ Zip _____

Phone _____ Fax _____

Contractor's Signature _____

Title _____ Date _____

REMOVAL OF GRAFFITI FROM PRIVATE PROPERTY:

Using the contractor's complete schedule of graffiti removal fees, please enter the cost per location for each of the following graffiti removal methods.

| Type | Minimum Cost | Additional Cost Over Minimum Cost |
|--|------------------|-----------------------------------|
| Sandblasting \$ _____ | For _____ sq. ft | \$ _____ For _____ sq. ft |
| Water blasting \$ _____ | For _____ sq. ft | \$ _____ For _____ sq. ft |
| Water blasting with baking soda \$ _____ | For _____ sq. ft | \$ _____ For _____ sq. ft |
| Painting- "matching paint" \$ _____ | For _____ sq. ft | \$ _____ For _____ sq. ft |
| Chemical/Solvents \$ _____ | For _____ sq. ft | \$ _____ For _____ sq. ft |
| Other (describe): \$ _____ | For _____ sq. ft | \$ _____ For _____ sq. ft |

Please complete the following schedule of fees:

| | | Cost per sq. ft | Charge per sq. ft | Minimum Charge per sq. ft |
|----|--------------------|-----------------|-------------------|---------------------------|
| A. | Non-Porous Surface | | | |
| B. | Painted Surface | | | |
| C. | Porous Surface | | | |
| D. | Emergency Call out | | | |

Definitions of the terms used above:

Non-Porous Surface

Glass windows, mirrors, metal, street signs, poles, baked enamel, traffic control boxes, etc.

Painted Surface

Previously painted surfaces such as stucco, block walls, tilt ups, fences, etc.

Porous Surface

Natural unpainted surfaces such as block walls, concrete walls, curbs, sidewalks, etc.

Emergency Call Out

Sending a work crew out of schedule.

| Schedule of fees for sidewalk power washing services | | |
|--|--------------------------|-----------------------------|
| Cost Per square foot OR linear foot | Charged in increments of | Minimum charge per location |
| | | |

APPENDIX A

CITY OF BELL

CONTRACT SERVICES AGREEMENT FOR GRAFFITI REMOVAL SERVICES

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

NOW, THEREFORE, the parties hereto agree as follows:

1. SERVICES OF CONTRACTOR

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

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

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

1.4 Warranty. The Contractor shall adopt reasonable methods during the life of the Agreement to furnish continuous protection to the work, and the equipment, materials, papers, documents, plans, studies and/or other components thereof to prevent losses or damages, and shall be responsible for all such damages, to persons or property, until acceptance of the work by City, except such losses or damages as may be caused by City's own negligence. Contractor warrants all work under the Agreement to be of good quality and free from any defective or faulty material and workmanship. Contractor agrees that for a period of one year (or the period of time specified elsewhere in the Agreement or in any guarantee or warranty provided by any manufacturer or supplier of equipment or materials incorporated into the work,

whichever is later) after the date of final acceptance, Contractor shall within ten (10) days after being notified in writing by the City of any defect in the work or nonconformance of the work to the Agreement, commence and prosecute with due diligence all work necessary to fulfill the terms of the warranty at his sole cost and expense. The 1-year warranty may be waived in Exhibit "A" if the services hereunder do not include construction of any improvements or the supplying of equipment or materials.

2. COMPENSATION

2.1 Contract Sum. For the services rendered pursuant to this Agreement, Contractor shall be compensated in accordance with the "Schedule of Compensation" attached hereto as Exhibit "B" and incorporated herein by this reference, but not exceeding the maximum contract amount of _____ Dollars (\$____,____) for the Fiscal Year 2011-12 in Community Development Block Grant Funds without prior authorization.

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

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

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

2.4 Prevailing Wages. Contractor is aware of the requirements of California Labor Code Section 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8, Section 1600, et seq., ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on "Public Works" and "Maintenance" projects. If the Services are being performed as part of an applicable "Public Works" or "Maintenance" project, as defined by the Prevailing Wage Laws, and if the total compensation is \$1,000 or more, Contractor agrees to fully comply with such Prevailing Wage Laws. Contractor shall determine the applicable prevailing rates and make copies of the

prevailing rates of per diem wages for each craft, classification or type of worker needed to execute the Services available to interested parties upon request, and shall post copies at the Contractor's principal place of business and at the project site. Contractor shall defend, indemnify and hold the City, its elected officials, officers, employees and agents free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws. The provisions of this Section may be waived in Exhibit "A" if inapplicable to the serves provided hereunder.

3. PERFORMANCE SCHEDULE

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

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

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

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

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

4. COORDINATION OF WORK

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

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

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

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

5. INSURANCE AND INDEMNIFICATION

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

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

(b) Worker's Compensation Insurance. A policy of worker's compensation insurance in such amount as will fully comply with the laws of the State of California and which shall indemnify, insure and provide legal defense for both the Contractor and the City against

any loss, claim or damage arising from any injuries or occupational diseases occurring to any worker employed by or any persons retained by the Contractor in the course of carrying out the work or services contemplated in this Agreement.

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

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

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

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

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

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

6. RECORDS, REPORTS, AND RELEASE OF INFORMATION

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

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

7. ENFORCEMENT OF AGREEMENT AND TERMINATION

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

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

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

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

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

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

4450 E. 60th St

8. FEDERAL REQUIRMENTS

8.1 EQUAL EMPLOYMENT OPPORTUNITY CLAUSE. During the Performance of this Agreement, the Contractor agrees as follows:

8.2 The Contractor will not discriminate against any employee or applicant of reemployment because of age, race, creed, sex, color or national origin. The Contractor will take affirmative action to ensure that the applicants are employed, and that employees are treated during employment, without regard to their age, race, creed, sex color or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; rates of pay of other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and

applicants for employment, notices to be provided by the City setting forth the provisions of this non-discrimination clause.

8.3 The Contractor will, in all solicitation of advertisement for employees be placed by or on behalf of the Contractor; state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color sex, or national origin.

8.4 The Contractor will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this Agreement so that such provision will be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

8.5 The Contractor will comply with all provisions of the Executive Order 11246 of September 24, 1965 and of the rules, regulations, and relevant order of Secretary of Labor.

8.6 The Contractor will furnish all information and reports required by Executive Order 11246 of September 25, 1965, and by the rules, regulations and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records and accounts by the City and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.

8.7 In the event of the Contractor's non-compliance with the equal opportunity clauses o the Agreement or with any such rules, regulations or orders, this Agreement may be canceled, terminated, or suspended in whole or in part and the Contractor maybe declared ineligible for further government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

8.8 The Contractor will include the provisions of paragraph (a) through (f) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 2965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the City may direct as a means of enforcing such provisions including sanctions for non compliance; provided, however, that in the event the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such directions by the City, the Contractor may request the United States to enter into such litigation to protect the interest of the United States.

8.9 CIVIL RIGHTS ACT OF 1964. Under Title VI the Civil Rights Act of 1964, no person shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program activity receiving federal financial assistance.

8.10 SECTION 109 OF THE HOUSING AND COMMUNITY DEVELOPMENT ACT OF 1974. No person in the United States shall, on the grounds of race, color, national origin, or sex be excluded from participation in, be denied the benefits, or be subjected to discrimination under any program or activity funded in whole in part with funds made available under this title.

8.11 AGE DISCRIMINATION ACT OF 1975 AND REHABILITATION ACT OF 1973. Any prohibition against discrimination of the basis of age under the Age Discrimination Act of 1975, or with respect to an otherwise qualified handicapped individual, as provided in Section 504 of the Rehabilitation Act of 1973, shall also apply to any such program or activity.

8.12 "SECTION 3" COMPLIANCE IN THE PROVISION OF TRAINING, EMPLOYMENT AND BUSINESS OPPORTUNITIES. The work to be performed under this Agreement is on a project assisted under a program providing direct federal financial assistance from the Department of Housing and Urban Development and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u. Section 3 requires that, to the greatest extent feasible, opportunities for training and employment be given to lower income residents of the project area and contract for work in connection with the project be awarded to business concerns which are located in or owned in substantial part by persons residing in the area of the project.

8.13 The parties of the agreement will comply with the provision of said Section 3 and the regulations issued pursuant thereto by the Secretary of Housing and Urban development set forth in 24 CFR 135, and all applicable rules and orders of the Department issued there under prior to the execution of the Agreement. The parties to this Agreement Certify and agree that they are under contractual or other disability which would prevent them from complying with these requirements.

8.14 The Contractor will send to each labor organization or representative of workers with which he has a collective bargaining agreement or other contract or understanding , if any, a notice advising the said labor organization of workers' representatives of his commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment of training.

8.15 The Contractor will include this Section 3 clause in every subcontract for work in connection with the project and will, at the direction of the applicant for or receipt of federal financial assistance, take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations under 24 CFR Pat 135 and will not let any subcontract unless the subcontractor has first provided him with a preliminary statement of availability to comply with the requirement of these regulations.

8.16 Compliance with provision of Section 3, the regulations set forth in 24 CFR Part 135, and all applicable rules and orders of the contract, shall be in condition of the federal financial assistance provide to the project, binding upon the applicant or recipient for such assistance, its successors, and assigns. Failure to fulfill these requirements shall subject the applicant or recipient, its Contractors and subcontractor, it successors and assigns to those sanctions specified by the grant or loan agreement or contract through which federal assistance is provided, and to such sanction as are specified by 24 CFR Part 135.

8.17 LOBBYING CERTIFICATION. The Contractor certifies that no Federal appropriated funds have been paid or will be paid, by or on behalf of the Contractor, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an making of any cooperative

agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan or cooperative agreement.

8.18 The Contractor certifies that if any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of any agency in connection with this Federal contract, grant, loan, or cooperative agreement, the Contractor shall complete and submit Standard Form-LLL," Disclosures Form to Report Lobbying." In accordance with its instructions.

8.19 The Contractor shall require that the language of this certification be included in all subcontracts and that all subcontractors shall certify and disclose accordingly.

9. COUNTY OF LOS ANGELES REQUIREMENT

9.1 The Contractor certifies that it is understood that each person/entity/firm who applies for a Community Development Commission contract, and as part of that process, shall certify that they are familiar with the requirements of Los Angeles County Chapter 2.160, (Los Angeles County Ordinance 93-0031) and;

9.2 That all persons/entities/firms acting on behalf of the above named firm have and will comply with the County Code, and;

9.3 That any person/entity/firm who seeks a contract with the Community Development Commission shall be disqualified therefrom and denied the contract and, shall be liable in civil action, if any lobbyist, lobbying firm, lobbyist employer or any other person or entity acting on behalf of the above named firm fails to comply with the provisions of the County Code.

10. MISCELLANEOUS

10.1 Business License The Contractor agrees to obtain a City of Bell Business License in order to provide services. This Business license shall be issued by the City of Bell's Business License Department upon approval of the Business License Application and payment of Business License Tax.

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

10.3 Non-liability of City Officers and Employees. No officer or employee of the City shall be personally liable to the Contractor, or any successor in interest, in the event

of any default or breach by the City or for any amount, which may become due to the Contractor or to its successor, or for breach of any obligation of the terms of this Agreement.

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

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

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

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

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

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

[Signatures on the following page.]

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

CITY:

CITY OF BELL, a municipal corporation

Interim Chief Administrative Officer

ATTEST:

City Clerk

APPROVED AS TO FORM:
ALESHIRE & WYNDER, LLP

David J. Aleshire, City Attorney

CONTRACTOR:

By: _____
Name:
Title:

By: _____
Name:
Title:

Address: _____

Two signatures are required if a corporation

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

[END OF SIGNATURES]

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

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

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

WITNESS my hand and official seal.

Signature: _____

OPTIONAL

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

CAPACITY CLAIMED BY SIGNER

DESCRIPTION OF ATTACHED DOCUMENT

- INDIVIDUAL
 - CORPORATE OFFICER
- _____
- TITLE(S)

TITLE OR TYPE OF DOCUMENT

- PARTNER(S) LIMITED
- GENERAL

NUMBER OF PAGES

- ATTORNEY-IN-FACT
 - TRUSTEE(S)
 - GUARDIAN/CONSERVATOR
 - OTHER _____
- _____

DATE OF DOCUMENT

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

SIGNER(S) OTHER THAN NAMED ABOVE

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

STATE OF CALIFORNIA

COUNTY OF _____

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

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

WITNESS my hand and official seal.

Signature: _____

OPTIONAL

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

CAPACITY CLAIMED BY SIGNER

DESCRIPTION OF ATTACHED DOCUMENT

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- GENERAL

NUMBER OF PAGES

- ATTORNEY-IN-FACT
 - TRUSTEE(S)
 - GUARDIAN/CONSERVATOR
 - OTHER _____
- _____

DATE OF DOCUMENT

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

SIGNER(S) OTHER THAN NAMED ABOVE

EXHIBIT "A"
SCOPE OF SERVICES

I.

EXHIBIT "B"

SCHEDULE OF COMPENSATION

I. Contractor shall perform the following tasks:

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

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

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

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

- A. Line items for all personnel describing the work performed, the number of hours worked, and the hourly rate.
- B. Line items for all materials and equipment properly charged to the Services.
- C. Line items for all other approved reimbursable expenses claimed, with supporting documentation.
- D. Line items for all approved subcontractor labor, supplies, equipment, materials, and travel properly charged to the Services.

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

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

EXHIBIT "C"
SCHEDULE OF PERFORMANCE

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

| | | <u>Days to Perform</u> | <u>Deadline Date</u> |
|----|--------|------------------------|----------------------|
| A. | Task A | _____ | _____ |
| B. | Task B | _____ | _____ |
| C. | Task C | _____ | _____ |
| D. | Task D | _____ | _____ |
| E. | Task E | _____ | _____ |

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

- A.
- B.
- C.
- D.
- E.

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

City of Bell Agenda Report

DATE: November 9, 2011

TO: Mayor and Members of the City Council

FROM: Aleshire & Wynder, LLP

SUBJECT: Assembly Bill 27 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 second reading of 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 Auditor-Controller in accordance with AB1X 27. The ordinances are titled as follows:

- 1) 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 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 is attached hereto and presented concurrently with this Staff Report. Over time, the analysis shows that there is a substantial financial gain to continuing the Agency. However, it takes about five to six years to see any positive revenues to the Agency (excluding the housing set aside amounts).

Consequences of Not Opting-Into the AB 27 Scheme—Dissolution & Loss of RDA Assets:

The deadline for opting-into the AB 27 scheme via the attached ordinances is November 1, 2011 (subject to a decision by the Supreme Court on the judicial stay and constitutional challenges to AB 26 and AB 27, as discussed in the last section of this staff report). If the City Council does not opt-into the AB 27 scheme by the prescribed deadline (either November 1, 2011, or such other time as might be prescribed by the Supreme Court, if any), then the Redevelopment Agency will be subjected to the dissolution and "wind-up" provisions of AB 26. Assuming the Supreme Court upholds the AB 26 and AB 27 schemes as written, the City of Bell and its Redevelopment Agency will face the following consequences:

- The Redevelopment Agency will be deemed "dissolved" immediately (or deemed dissolved as of October 24, 2011) and barred from taking any action to manage, transfer

or buy any redevelopment assets, including land. At that time, all agency property and obligations would be transferred to the successor agency (generally, the city or county which formed the redevelopment agency).

- Although redevelopment assets will be transferred in name to the successor agency (i.e., City), the City will *not* have power to manage or transfer such assets without permission of the "Oversight Board". The successor agency will be directly controlled and overseen by the Oversight Board, the county auditor-controller and the Department of Finance. In general, "Oversight Boards" will consist of (i) a member appointed by the county board of supervisors, (ii) a member appointed by the largest special district in the territorial jurisdiction, (iii) a member appointed by the mayor of the city that formed the agency, (iv) a member appointed by the county superintendent of education to represent schools, (v) a representative from the Chancellor of California Community Colleges, (vi) a county-appointed member of the public, and (vii) a member representing employees of the former agency appointed by the mayor.
- The successor agency may continue to meet their "enforceable obligations". "Enforceable obligations" refers to actual *contractual obligations to third-parties* that *pre-exist June 29, 2011* (i.e., the date of AV 26's passage). These include existing bonds, existing loans, payments required by the federal government, and any other "legally binding and enforceable agreement or contract that is not otherwise void as violating the debt limit or public policy." Contracts that contemplate future negotiations, such as exclusive negotiation agreements, may not be deemed "enforceable obligations" because they do not establish firm and final commitments.
- *All Agency assets and properties that were not encumbered under a contract with a third party before June 29, 2011, will be sold or transferred to the Oversight Board for distribution to other taxing entities. For example, lands that are currently owned by the Agency will likely be sold via "fire sale". Proceeds from such "fire sale" will be transferred to the County-Auditor Controller for ultimate distribution to other taxing entities.*
- Tax increment will no longer exist, but property taxes will continue to be allocated to pay previously-incurred enforceable obligations of the redevelopment agency. When all indebtedness of a redevelopment agency has been paid, the Oversight Board automatically dissolves.

In sum, if the Agency is forced into the AB 26 process without recourse under AB 27, all redevelopment assets that were not otherwise committed to a third-party before June 29, 2011, will probably be lost to other taxing entities, either by direct payment or "fire sale". *The attached analysis by RSG reviews the Agency's fiscal outlook should the Agency dissolve under AB 26. As noted therein, under AB 26, the Agency might lose the current \$3 million balance in its Housing Fund (absent a transfer of such assets to the Housing Authority, if possible) and would very likely lose all properties currently owned by the Agency (including City Hall and the Community Center). Clearly, loss of these assets would be very deleterious to the City.*

Proposed Ordinance:

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 ordinance 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.

Notably, the City can withdraw from its commitment to the AB 27 scheme. Both AB 26 and AB 27 provide a mechanism for automatic withdrawal from the AB 27 program should the City fail to make any remittance of funds required by AB 27:

In the event that a city or county fails to make the remittance required pursuant to the agreement specified in Section 34194 or 34194.5 and the Director of Finance makes the determination described in those sections, the following shall apply:

(a) The city or county shall no longer be authorized to engage in voluntary redevelopment pursuant to [AB 26]. . .

(Health & Safety Code § 34195.) Therefore, the City may opt-out of AB 27 and undertake the AB 26 dissolution process 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).

We have received many questions from various clients as to *why* the City should commit to the AB 27 scheme *now* given the fact that the Supreme Court may change the legislative timeframes

upon lifting its judicial stay. The answer is that no one can currently predict how the Court will rule or how it will interpret its own stay. If the Court does not set new legislative timeframes when it renders a final decision, or if it upholds the current deadlines, then any agency that has not entered the AB 27 program by November 1 will likely be barred from doing so. By contrast, if the Council adopts the ordinances presented now, the worst that could happen is that the Council might have to "re-adopt" them later should the Supreme Court uphold AB 27 and set new legislative timeframes. Therefore, out of an abundance of caution, we recommend that the City Council should treat this matter as though the current legislative timeframes are valid notwithstanding the ongoing judicial stay.

ATTACHMENTS:

2. Ordinance No. 1182

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 26th day of October, 2011, by the following vote:

AYES: Councilmember Alvarez, Quintana, Valencia, Vice Mayor Harber and Mayor Saleh

NAYS: None

ABSENT: None

ABSTAIN: None

Ali Saleh, Mayor

ATTEST:

Rebecca Valdez, CMC, City Clerk

PASSED AND ADOPTED as to the Second Reading at a regular meeting of the City Council on the 9th day of November, 2011, by the following vote:

AYES:

NAYS:

ABSENT:

ABSTAIN:

Ali Saleh, Mayor

ATTEST:

Rebecca Valdez, CMC, City Clerk

City of Bell Agenda Report

DATE: November 9, 2011
TO: Mayor and Members of the City Council
FROM: Carlos Alvarado, City Engineer

APPROVED
BY:

Arne Croce, Interim Chief Administrative Officer

SUBJECT: Countywide Signal Priority - Bell Memorandum of Understanding (MOU) – Atlantic Ave. Traffic Signals

RECOMMENDATION:

Approval of a Memorandum of Understanding (MOU) between Bell and L.A. Co. Metropolitan Transportation Authority (METRO) for a Countywide Signal Priority System -Atlantic Ave.

BACKGROUND:

City Engineering Staff has been working with members of MTA for the purpose of enhancing the efficiency of the METRO-Bus (Red Line) along Atlantic Ave. in the City of Bell. MTA has submitted a Proposal to increase the efficiency of the bus line by enabling the buses to actuate the signals with more modern traffic signal controllers and equipment on Atlantic Ave. MTA therefore is proposing to improve six (6) controllers which will have more function capacity at no cost to the City. We believe this proposal benefits both the City and MTA. The timeline to accomplish this change-out is in the next two (2) years as MTA works with other local communities that will use Atlantic Ave. as Red Line Rapid Bus Route.

FINANCIAL IMPACT

Metropolitan Transportation Authority (METRO) is funding the project; there is no cost to the City.

ATTACHMENTS

Memorandum of Understanding (MOU) between Bell and L.A. Co. Metropolitan Transportation Authority (METRO)



Metro

May 19, 2011

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

Dear Mr. Alvarado:

Attached is the Inter-Agency Countywide Signal Priority Memorandum of Understanding between the City of Bell and Los Angeles County Metropolitan Transportation Authority with 3 signature pages. The MOU has been approved by our legal counsel. Please review and seek approval from your mayor and city attorney. Thank you again for all of your continued support towards this effort. Please feel free to contact me at (213)922-2231 if you have any questions, comments or concerns.

Sincerely,

Reinland Jones
Los Angeles County Metropolitan Transportation Authority

Attachment

**INTER-AGENCY COUNTYWIDE SIGNAL PRIORITY
MEMORANDUM OF UNDERSTANDING**

**CITY OF BELL
AND
LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION
AUTHORITY**

This Memorandum of Understanding ("MOU") is a no cost agreement entered into effective June 1, 2011 by and between the City of Bell ("City") and the Los Angeles County Metropolitan Transportation Authority ("LACMTA") to provide inter-agency guidelines, responsibilities and procedures for the installation, operations and maintenance of Countywide Signal Priority (CSP) to support METRO Rapid operations.

RECITALS

- A. The City has responsibility for the operation and maintenance of its local traffic control system.
- B. LACMTA is deploying its Metro Rapid bus service, which will be running through certain corridors in the City. A component of this Rapid bus program is to provide signal priority for Rapid buses at signalized intersections along the Rapid bus route. LACMTA uses Countywide Signal Priority ("CSP") technologies to implement the signal priority element of the Rapid service.
- C. The implementation of CSP technologies have been successfully demonstrated to enhance Metro Rapid services, resulting in substantial travel time savings for the public without negatively impacting the overall transportation network.
- D. CSP was prepared in accordance with state and federal traffic signal safety requirements. The implementation of CSP does not affect or alter the safety parameters of the local traffic control system.
- E. The City desires to participate in the Metro Rapid service by allowing LACMTA to make certain improvements on City traffic control equipment at targeted intersections as described herein.
- F. The purpose of this MOU is to establish the following items to facilitate the implementation and ongoing operations of CSP for Metro Rapid services along Atlantic Avenue between Randolph Street and Florence Avenue in the City of Bell:

- Clear delineation of roles and responsibilities of each agency
- Standard operating procedures for each agency
- Maintenance responsibilities for agencies
- Acceptance of mutual cooperation to resolve technical and institutional issues during the design, implementation, operation and maintenance of the CSP project.
- Communication protocols (along with contact names and phone numbers)

AGREEMENT

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereby agree as follows:

1.0 CITY AGREES:

1.1 ROLES AND RESPONSIBILITIES

- 1.1.1 If available, the City will provide or make available to LACMTA existing traffic signal plans for targeted intersections in order for LACMTA to prepare final as-built drawings. Such traffic signal plans shall be provided in an electronic format, if available.
- 1.1.2 The City will provide coordination support during the design, installation and testing of all CSP elements. Such support may include, without limitation, timely review of design, access to necessary equipment for installation, providing timely approvals and inspections and making staff available on an as-needed basis.
- 1.1.3 The City shall work with LACMTA to make space available for the installation of CSP WLAN equipment within traffic controller cabinets and on traffic signal poles and mast arms as necessary.
- 1.1.4 The City shall issue permits, if required, at no cost to LACMTA or its contractors for all work directly related to the installation of CSP.
- 1.1.5 The City shall assist with the installation of updated traffic signal control programs required for the CSP operation. The City shall remain responsible for tasks directly related to day-to-day traffic signal operations.
- 1.1.6 The City hereby authorizes LACMTA to obtain the applicable traffic signal control firmware for the City in order to operate the CSP system.
- 1.1.7 The City shall retain exclusive ownership and control over all local traffic signal control equipment. Other than the CSP WLAN and related equipment, the City shall also retain exclusive ownership

and control over all other equipment, firmware, software and improvements that LACMTA makes to the City traffic signals.

1.2 OPERATIONS & MAINTENANCE

- 1.2.1 The City shall retain responsibility for the operations and maintenance of the local traffic control system, including those intersections receiving traffic signal cabinet, controller hardware and firmware upgrades. Nothing in this MOU is intended to change or be construed to change City's responsibilities in operating and maintaining its traffic control system, including, without limitation, traffic timing/signal issues at City intersections.
- 1.2.2 The City reserves the right to disconnect CSP hardware as deemed necessary as part of normal local traffic signal control operations and maintenance.
- 1.2.3 The City will notify LACMTA if CSP hardware is disconnected during the normal course of traffic signal control operations and maintenance.

1.3 COOPERATION

- 1.3.1 The City supports the deployment of the CSP System and will cooperate with LACMTA in order to successfully deploy signal priority along Atlantic Avenue between Randolph Street and Florence Avenue in the City of Bell.

1.4 COMMUNICATIONS

- 1.4.1 The City appoints the following individual to serve as the principal point of contact under this MOU:

City Engineer
City of Bell
6330 Pine Ave.
Bell, CA 90201
(323) 588-6211 Ext.228 Office

2.0 LACMTA AGREES:

2.1 ROLES AND RESPONSIBILITIES

- 2.1.1 To the extent, LACMTA obtains traffic signal plans from the City, LACMTA shall update such traffic signal plans with the proposed signal priority improvements and provide final as built plans to the City upon completion of installation.
- 2.1.2 At LACMTA's sole cost and expense, LACMTA shall procure, test, and in coordination with the City, integrate, and install all elements necessary to implement CSP at each targeted intersection, including installing traffic signal controller and firmware upgrades when necessary. LACMTA shall not install any CSP equipment until LACMTA has received (i) City's approval on the design and (ii) the applicable City permits.
- 2.1.3 LACMTA and its contractors will obtain all necessary permits and coordinate with the City prior to commencing fieldwork.
- 2.1.4 LACMTA will retain exclusive ownership and control over the CSP WLAN and related equipment.
- 2.1.5 LACMTA will coordinate with the Los Angeles County Department of Public Works who will be responsible for updating and the initial entering of signal timing with CSP parameters along Atlantic Avenue between Randolph Street and Florence Avenue in the City of Bell.

2.2 OPERATIONS & MAINTENANCE

- 2.2.1 LACMTA shall work with the City to develop appropriate signal priority implementation strategies acceptable to both agencies. The parties understand and agree that the City is ultimately responsible for the traffic timing sheets that control all intersections.
- 2.2.2 LACMTA will coordinate all operations and maintenance directly attributable to the signal priority deployment with the City.

2.3 COOPERATION

- 2.3.1 LACMTA will work closely with the City to ensure that the deployment of signal priority does not impact traffic conditions or increase normal operations and maintenance requirements at signal prioritized intersections.

2.4 COMMUNICATIONS

- 2.4.1 LACMTA appoints the following individual to serve as the principal point of contact:

Steve Gota
Los Angeles County Metropolitan Transportation Authority
One Gateway Plaza
Mail Stop: 99-22-9
Los Angeles, CA 90012
(213) 922-3043
gotas@metro.net

3.0 MUTUALLY AGREED:

- 3.1 The recitals above are incorporated by reference and hereby made a part of this MOU.
- 3.2 By accepting this MOU, the City and LACMTA recognize that it is impractical to make provisions for every contingency that may arise during the term of this MOU. The City and LACMTA agree in principle that the MOU shall operate with fairness and without detriment to the interest of all parties, and if in the course of the performance of this MOU, an infringement of this principle is anticipated or disclosed, the City and LACMTA shall promptly meet in good faith and shall determine what actions need to take place to remove the cause or causes of such infringement.
- 3.3 Neither the City nor any officer or employee thereof is responsible for any damages or liability occurring by reason of anything done or omitted to be done by LACMTA under or in connection with any work authority or jurisdiction delegated to LACMTA under this MOU. It is understood and agreed that, pursuant to Government Code Section 895.4, LACMTA shall fully defend, indemnify and save harmless the City and their respective officers and employees from all claims, suits or action of every name, kind and description brought for or on account of injury (as defined in Government Section 810.8) occurring by reason of anything done or omitted to be done by LACMTA under or in connection with any work, authority, responsibility or jurisdiction delegated to LACMTA under this MOU.
- 3.4 Neither LACMTA nor any officer or employee thereof is responsible for any damages or liability occurring by reason of anything done or omitted to be done by the City under or in connection with any work authority or jurisdiction delegated to the City under this MOU. It is understood and agreed that, pursuant to Government Code Section 895.4, the City shall fully defend, indemnify and save harmless LACMTA and their respective officers and employees from all claims, suits or action of every name, kind and description brought for or on account of injury (as defined in Government Section 810.8) occurring by reason of anything done or omitted to be done by the City under or in connection with any work,

authority, responsibility or jurisdiction delegated to the City under this MOU.

- 3.5 This MOU, along with its attachment, constitutes the entire understanding between the parties, with respect to the subject matter herein. The MOU shall not be amended, nor any provisions or breach hereof waived, except in writing signed by the parties who agreed to the original MOU or the same level of authority.
- 3.6 This MOU shall be governed by California law. If any provision of this MOU 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.
- 3.7 The covenants and agreements of this MOU shall inure to the benefit of, and shall be binding upon, each of the parties and their respective successors and assigns.
- 3.8 This MOU shall remain in effect for 3 years from the execution date, to the extent that project funds are available.

IN WITNESS WHEREOF, the parties have caused this MOU to be executed by their duly authorized representatives as of the dates indicated below:

LACMTA:

LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY

By: _____
Arthur T. Leahy Date
Chief Executive Officer

APPROVED AS TO FORM:

Andrea Sheridan Ordin
County Counsel

By: _____ 5/17/11
Deputy Date

GRANTEE:

CITY OF BELL

By: _____
Ali Saleh Date
Mayor

APPROVED AS TO FORM:

City Attorney

By: _____
David Aleshire Date

Attachment A

The following list of intersections is targeted for Countywide Signal Priority system upgrades. Wireless equipment are planned to be placed along all six intersections to provide coverage for the Rapid Buses. The wireless equipment will provide a wireless backbone infrastructure network in absence of interconnect. We will be upgrading controller hardware to 170E ATC/HC11 equipped with LACO-4 firmware when necessary. Each intersection will be equipped with either as an access point or as a client device associated CSP hardware.

| | Signalized Intersection | Owning Agency | Controller Type | Firmware | Controller Hardware Requirements | Firmware Requirements | WLAN Device |
|------------------------|-------------------------|---------------|-----------------|----------|----------------------------------|-----------------------|-------------|
| Atlantic Avenue | Randolph St | Bell | 170 | LACO | Possible 170 E ATC/HC11 Upgrade | LACO-4 Upgrade | TBD |
| | Bell Plaza | Bell | 170 | LACO | Possible 170 E ATC/HC11 Upgrade | LACO-4 Upgrade | TBD |
| | Gage Ave | Bell | 170 | LACO | Possible 170 E ATC/HC11 Upgrade | LACO-4 Upgrade | TBD |
| | Bell Ave / Brompton Ave | Bell | 170 | LACO | Possible 170 E ATC/HC11 Upgrade | LACO-4 Upgrade | TBD |
| | Shopping Center Drive | Bell | 170 | LACO | Possible 170 E ATC/HC11 Upgrade | LACO-4 Upgrade | TBD |
| | Florence Ave | Bell | 170 | LACO | Possible 170 E ATC/HC11 Upgrade | LACO-4 Upgrade | TBD |

Note: Wireless LAN hardware upgrades are subject to change.

City of Bell Agenda Report

DATE: November 9, 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, APN 6318-019-038.

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.

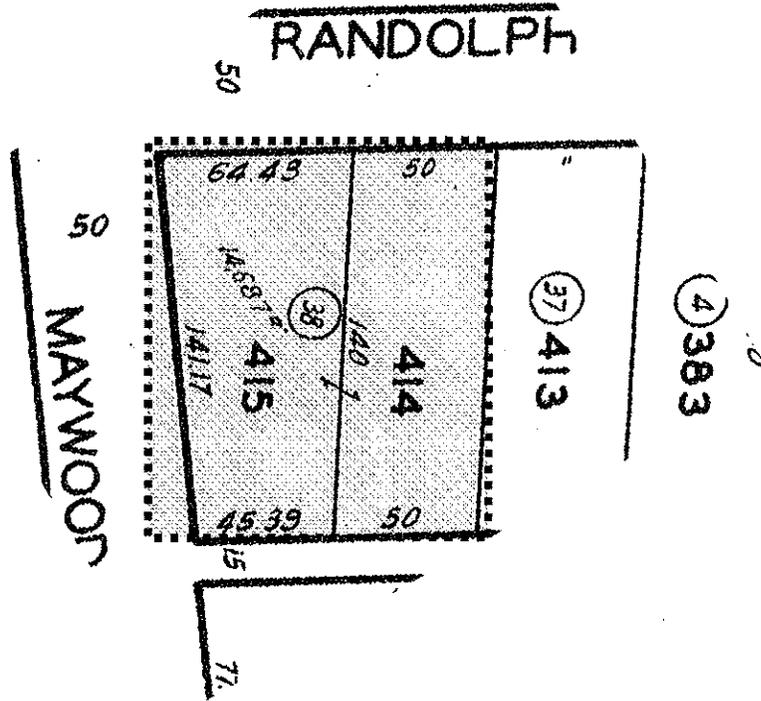
DESCRIPTION OF PROPERTY AND IMPROVEMENTS

The property is located on the south east corner of Maywood Avenue and Randolph Place. The 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 ASSESSOR'S PARCEL MAP



BUSINESS OPERATIONS

The proposed recycling facility proposes to buy back plastic, aluminum and glass that have a redemption value from the CRV program implemented by the state of California to encourage the general public to recycle. The business will cater to the average resident to bring their recyclables and receive a monetary value for the materials at a state mandated redemption rate. The proposed facility will collect these materials and store them into a large container which will be picked on a daily basis to prevent odors and vermin. The noise will be mitigated due to the truck picking the container and no transfer of material from truck to container will be conducted. Attached to the report is a letter from the applicant outlining the process which was submitted to the Planning Commission for review.

COMPATIBILITY OF USE

The site is currently located adjacent to several types of uses. To the west of the site there is a lumber yard that processes lumber through various procedures that emit noise and odors. To the south of the site, there are several uses that produce noises such as mechanic shops, manufacturing and warehouse uses. To the north of the site there are several heavy commercial shops. All of these uses are similar in nature as they relate to the proposed recycling facility. However, the use located to the east of the site is zoned commercial C-3R and currently has an apartment building located on it. The proposed use may present a potential negative impact on these residential uses

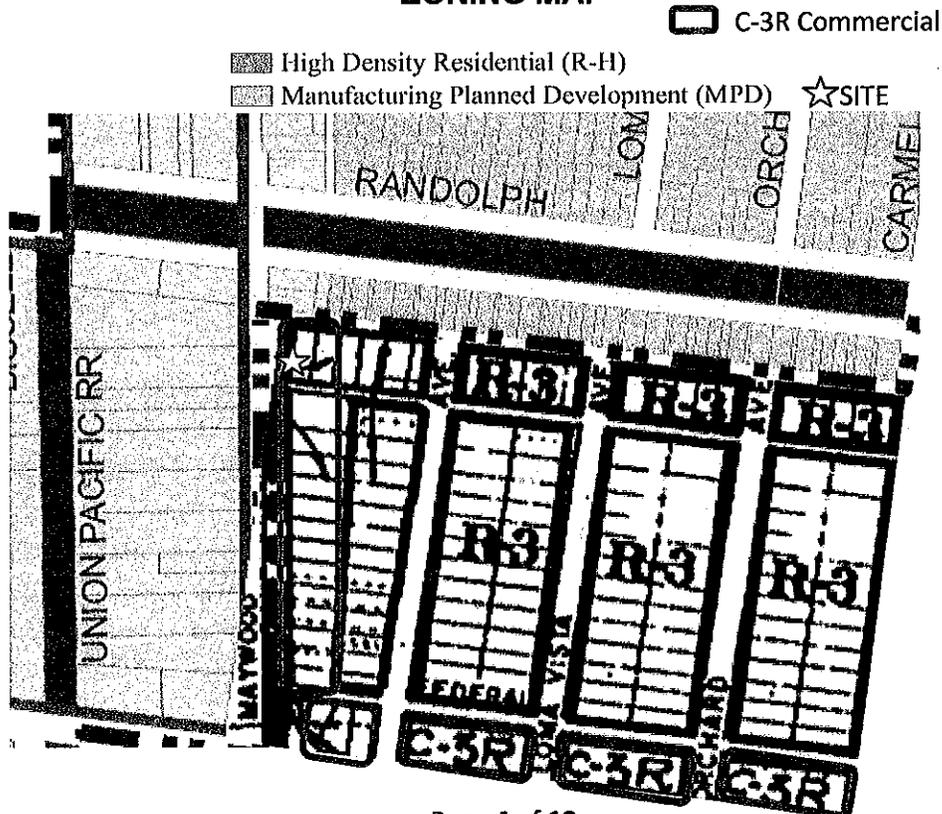
directly adjacent to the site. Therefore if the project is considered for approval, staff has set some conditions of approval that would require the applicant to exercise best management practices to minimize any odor or noise impacts on adjacent properties. In the event of any complaints concerning the business operations, the operator will be required to work with staff to develop a mitigation and improvement plan. If a mitigation plan cannot remedy such impacts, then this permit may be revoked by the Planning Commission.

SURROUNDING LAND USES

TABLE 1

| Subject Property | General Plan | Zoning District | Land Use |
|------------------|---|-----------------|---------------------------------|
| North | Commercial General (Huntington Park) | C-G | Retail Shops |
| South | Commercial Mixed Use | C-3R | Light Manufacturing/ Industrial |
| East | Commercial Mixed Use | C-3R | Residential (Apartments) |
| West | Manufacturing Planned Development (Huntington Park) | MPD | Lumber Warehouse |

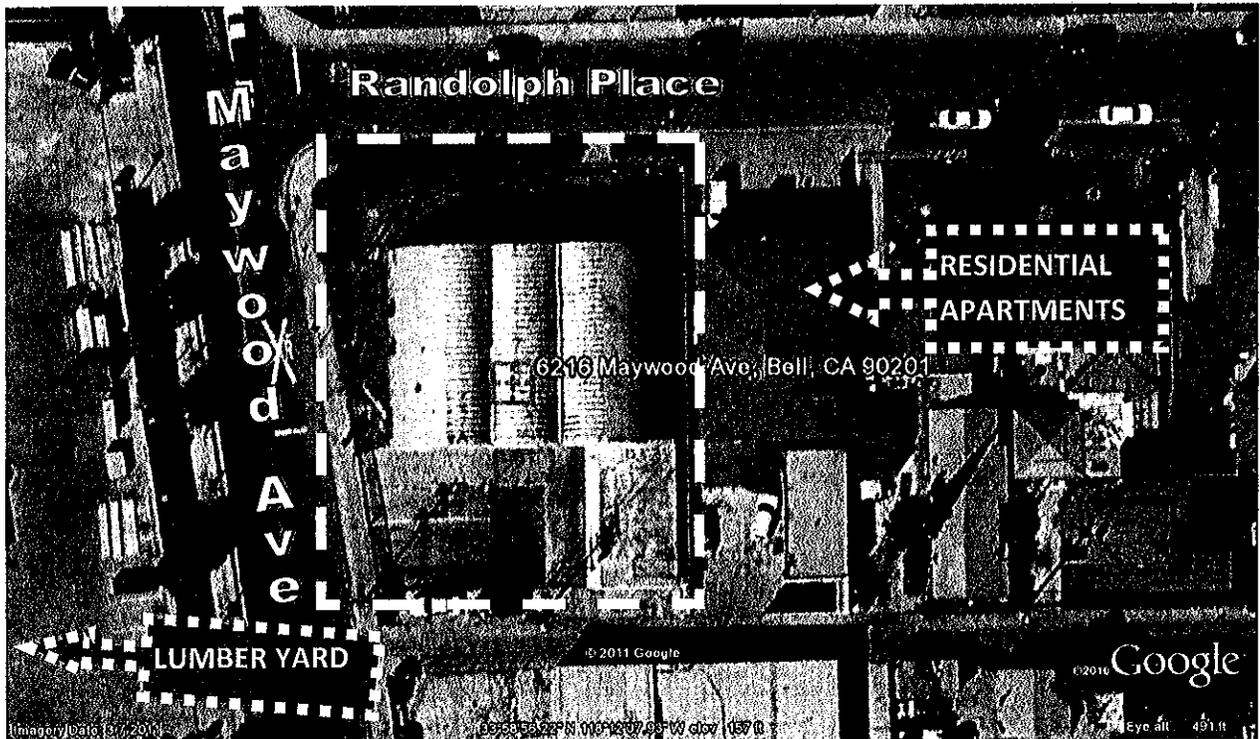
ZONING MAP



**AERIAL PHOTO
(VICINITY)**



AERIAL PHOTO (SITE)

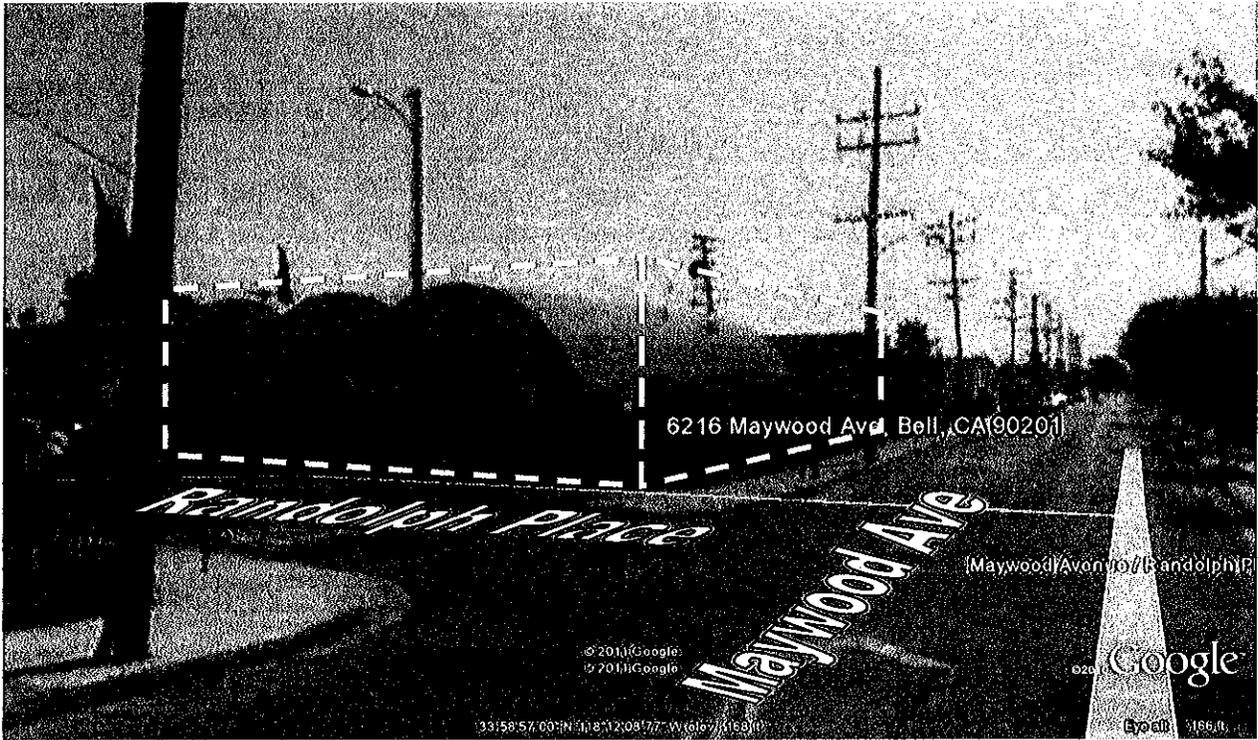


STREET VIEW (WEST OF SITE)



| LAND USE REQUIREMENTS | | |
|---|-----------------|---|
| | REQUIRED | PROVIDED |
| Minimum Lot Area (square feet) | 5,000 | 14,687 sq. ft. |
| Building Area (square feet) | No Minimum | 6,158 sq. ft. |
| PARKING REQUIREMENTS | | |
| | REQUIRED | PROVIDED |
| Parking Spaces for Office Use (1/200) | 5 spaces | 5 spaces |
| Parking Spaces Warehouse Use (1/1000) | 5 spaces | 5 spaces |
| Total Number of Parking | 10 Spaces | 7 Standard + 2 Compact + 1 Handicap Accessible = 10 spaces |

**STREET VIEW
(SITE VIEW)**



**STREET VIEW
(NORTH OF SITE)**



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. Additionally, at the request of the planning commission, the applicant also submitted labels to notify the surrounding occupants within the 300 foot radius for a total of 38 tenants that were notified of the public hearing.

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 site for the proposed use is adequate in size, shape and topography to accommodate the proposed use. The existing site has a fully approved building that will accommodate the proposed use. The use will not warrant modifications to the current layout of the existing building. The proposed use will utilize the existing layout to conduct the recycling business within the existing building footprint, and will provide parking at the rear of the property accommodating the use to the site.
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 existing building to be utilized in conjunction with the use will be architecturally compatible with the existing and prospective uses of land located in the immediate vicinity of the site. The applicant will not modify the exterior of the building other than to paint the exterior surfaces to renew the appearance of the existing building.
4. 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.
5. The conduct of the proposed use is in compliance with the applicable provisions of the general plan of the City of Bell. The proposed use will be promoting 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.

ALTERNATE FINDING

At the September 28, 2011 City Council Meeting, staff was directed to work with the project applicant to address the issues that the Planning Commission discussed during the meeting.

The issues that were brought forth during the City Council meeting included the following:

- The potential nuisances and their negative impact on the adjacent residential uses, including the impact of additional noise, odors and pests generated by the nature of the use.

- The general design compatibility with the surrounding properties.

The project applicant met with staff on several occasions and was in contact to discuss and address the project parameters. The applicant has included a letter addressing the planning commissioners' concerns which is attached to the agenda report.

Based upon evidence presented to the Commission during the September 28, 2011 public hearing, including public testimony, staff prepared an alternate resolution which outlines separate findings in support of a project denial which is attached to the agenda packet.

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:
 - i. Monday through Friday: 8:00 AM – 6:00 PM
 - ii. Saturday: 8:00 AM – 5:00 PM
 - iii. Sunday: 8:00 AM – 2:00 PM
 - iv. Daily pick up hours for the containers shall occur no earlier than 8:00 AM and no later than 7:00PM.
 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 the permit to be subject to the revocation process as noted in Bell Municipal Code section 17.96.170 ; 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. Applicant shall exercise best management practices to minimize any odor or noise impacts on adjacent properties. In the event of any complaints concerning the business operations, the operator shall work with staff to develop a mitigation and improvement plan. If a mitigation plan cannot remedy such impacts, than this permit may be revoked by the Planning Commission.
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
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.

Attachments

Exhibits: "A" – Conditional Use Permit Application "B" – Environmental Notice of Exemption
 "C" – Site Plan, Floor Plan and Elevations "D" – Radius Map

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 September 28, 2011, the Planning Commission of the City of Bell conducted a duly noticed Public Hearing on the Application, and continued to the November 9, 2011 Planning Commission meeting for the applicant to work with staff to address project concerns; and

WHEREAS, on November 9, 2011, the Planning Commission of the City of Bell concluded a duly noticed continued 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 November 9, 2011 public hearing, including public testimony and written and oral staff reports, this Commission finds as follows:
 - a) The site for the proposed use is adequate in size, shape and topography to accommodate the proposed use. The existing site has a fully approved building that will accommodate the proposed use. The use will not warrant modifications to the current layout of the existing building. The proposed use will utilize the existing layout to conduct the recycling business within the existing building footprint, and will provide parking at the rear of the property accommodating the use to the site.
 - 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 existing building to be utilized in conjunction with the use will be architecturally compatible with the existing and prospective uses of land located in the immediate vicinity of the site. The applicant will not modify the exterior of the building other than to paint the exterior surfaces to renew the appearance of the existing building.

- d) 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.
- e) The conduct of the proposed use is in compliance with the applicable provisions of the general plan of the City of Bell. The proposed use will be promoting 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. 2011-05, 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:
 - i. Monday through Friday: 8:00 AM – 6:00 PM
 - ii. Saturday: 8:00 AM – 5:00 PM
 - iii. Sunday: 8:00 AM – 2:00 PM
 - iv. Daily pick up hours for the containers shall occur no earlier than 8:00 AM and no later than 7:00PM.

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 the permit to be subject to the revocation process as noted in Bell Municipal Code section 17.96.170 ; 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. Applicant shall exercise best management practices to minimize any odor or noise impacts on adjacent properties. In the event of any complaints concerning the business operations, the operator shall work with staff to develop a mitigation and improvement plan. If a mitigation plan cannot remedy such impacts, than this permit may be revoked by the Planning Commission.
9. 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
10. 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
11. 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
12. 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

13. 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
14. 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
15. That the applicant agrees to maintain proper lighting on the property that promotes a secure and safe environment; and
16. 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
17. 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
18. 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
19. 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
20. 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
21. 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

22. 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
23. 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
24. 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 Marco Rivera.

ADOPTED this 9th Day of November, 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 9Th day of November, 2011 by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

Rebecca Valdez, CMC
City Clerk

RESOLUTION 2011-46

A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF BELL DENYING 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 requested review 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 September 28, 2011, the Planning Commission of the City of Bell conducted a duly noticed Public Hearing on the Application, and continued to the November 9, 2011 Planning Commission meeting for the applicant to work with staff to address project concerns; and

WHEREAS, on November 9, 2011, the Planning Commission of the City of Bell concluded a duly noticed continued 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.
4. Based upon substantial evidence presented to this Commission during the September 28, 2011 public hearing, including public testimony and written and oral staff reports, this Commission finds as follows:
 - a) The site for the proposed use is adequate in size, shape and topography to accommodate the proposed use. The existing site has a fully approved building that will accommodate the proposed use. The use will not warrant modifications to the current layout of the existing building. The proposed use will utilize the existing layout to conduct the recycling business within the existing building footprint, and will provide parking at the rear of the property accommodating the use to the site.
 - 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 existing building to be utilized in conjunction with the use will be architecturally compatible with the existing and prospective uses of land located in the immediate vicinity of the site. The applicant will not modify the exterior of the building other than to paint the exterior surfaces to renew the appearance of the existing building. The building is antiquated and the proposed use may generate a significant amount of noise that when combined with the type of corrugated metal building, may amplify the noise from the interior of the building, and if not mitigated, may cause an adverse noise impact on the adjacent residential uses.
 - d) The location of the proposed use on the site is compatible with existing and proposed uses along the commercial corridor along Maywood

Avenue. However, the proposed Large Recycling Collection Facility may adversely affect or be materially detrimental to the adjacent residential uses, buildings or structures or to the public health, safety or general welfare in that the surrounding area.

- e) The operation of the proposed use is in compliance with the applicable provisions of the general plan of the City of Bell by promoting recycling as a means of reducing solid waste, however it does not generally attempt to comply with the intent of the zoning designation of the site which is considered to be C-3R for Commercial retail with a mixed use potential. The proposed use may potentially promote incompatibility among land uses for the health and safety of occupants and the protection of property values.

Based upon the foregoing findings, the Planning Commission hereby denies Conditional Use Permit No. 2011-05.

C. 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 9th Day of November, 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 9th day of November, 2011 by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

Rebecca Valdez, CMC
City Clerk

City of Bell Agenda Report

DATE: November 9, 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 2011-07 TO ALLOW AN ADULT DAY CARE TO BE ESTABLISHED AT 6317-6327 OTIS AVENUE IN 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 2011-49 entitled:

A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF BELL APPROVING CONDITIONAL USE PERMIT NO. 2011-07 TO ALLOW A 7,000 SQUARE FOOT ADULT DAY CARE FACILITY TO BE LOCATED WITHIN AN EXISTING BUILDING. THE SUBJECT PROPERTY IS LOCATED AT 6317-6327 OTIS AVENUE IN BELL CA. APN 6317-029-022 AND 6317-029-021.

DISCUSSION

The applicant, Imelda Ochoa of Buena Vida Care Services Inc. dba Training for Tomorrow, is requesting that the City of Bell Planning Commission consider a request for Conditional Use Permit (Conditional Use Permit (CUP 2011-07) to allow a 7,000 square foot Adult Day Care facility to be located within an existing building, pursuant to Bell Municipal Code, Chapter 17.96.030.23. The Subject property is located at 6317-6327 Otis Avenue and is located on the west side of Otis Avenue and north of Gage Avenue and south of Randolph Place. The property is located within the R-3 zoning district.

BACKGROUND

The applicant, Buena Vida Care Services dba "Training for Tomorrow" is a new endeavor that is being proposed by the applicant's representative Imelda Ochoa and Judy Canterbury. Imelda Ochoa has ten years of experience in adult day services programs. Some of which include serving as a program director, coordinating staff training and daily operations and opening a non-profit organization which provides free meals to underserved children in the City of Maywood.

Her business partner in this project is Judy Canterbury who has more than 34 years in the field of adult day services, where she has served as a program nurse, program director and administrator in Adult Day Programs. She has also served in Alzheimer's Day Care Resource Centers and Adult Day Health Care Centers. She has started three adult day centers and has also purchased and renovated centers.

The building on which they proposed to start this project was the previous site known as the Post Office for the City of Bell. The site is currently located at 6317-6327 Otis Avenue has been vacant since October 21, 2011. Pursuant to section 17.96.030.23 any Day Care Centers located in any zone require a Conditional Use Permit.

DESCRIPTION OF PROPERTY AND IMPROVEMENTS

The property is located at 6317-6327 Otis Avenue and is located on the west side of Otis Avenue and north of Gage Avenue and south of Randolph Place. The property consists of parcel number 6317-029-022 and 6317-029-021 with a total of 30,400 square feet. The lot measures 190 linear feet of street frontage along Otis Avenue and 160 linear feet facing Federal Alley. The site is currently developed with an old 10,000 square foot single story building with basement approximately of equal size used for storage. The building has existing offices that will be remodeled as part of the improvements that will be completed on the building.

The site is currently improved with 6 foot high chain link fence along Otis Avenue and Federal Alley. There is an existing entrance to the site from the Alley and Otis Avenue. This existing improvement aides in the overall circulation of the rear and front parking areas 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/storage uses, this use only requires 1 parking stall for every 1,000 square feet of gross floor area.

BUSINESS OPERATIONS

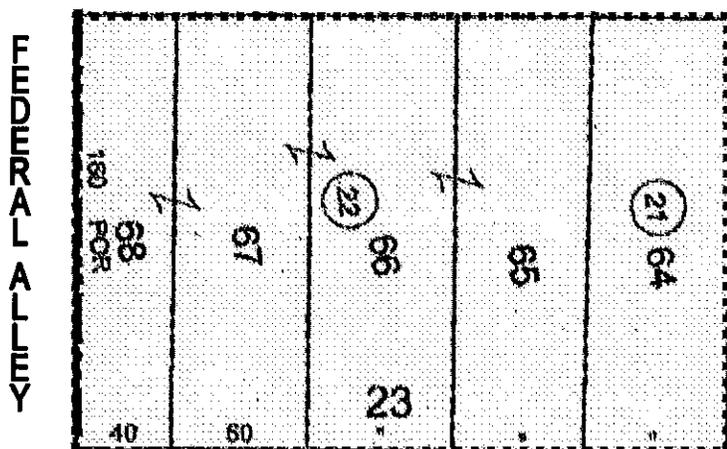
The program that the applicants are proposing to locate at this facility will be licensed adult day care designed to serve up to 100 individuals between the ages of 18 and older frail adults and the developmentally disabled population. The program is called "Training for Tomorrow" and they propose to commence operations upon acquiring department of health care services license. They plan to start with 24 consumers and expect to be fully operational within two years of their opening. The adult day care center will contract with South Regional Center to provide transportation who will then arrange transportation for the participants. Each bus will transport between 15-20 participants per trip. The program consists of the clients will be dropped off at the center between 8:00 and 9:00 AM. Programming for the participants will be planned in intervals of 6 hours. They will be picked up between 2:00 and 3:00 PM. Full Program details are attached to the report for your review.

COMPATIBILITY OF USE

The site is currently located adjacent to several types of uses. To the west and east of the site there are residential units within the multi-family residential R-3 Zone. To the south of the site, there are several businesses such as dental offices, fast food and medical facilities. To the north of the site there are more multi family dwelling properties.

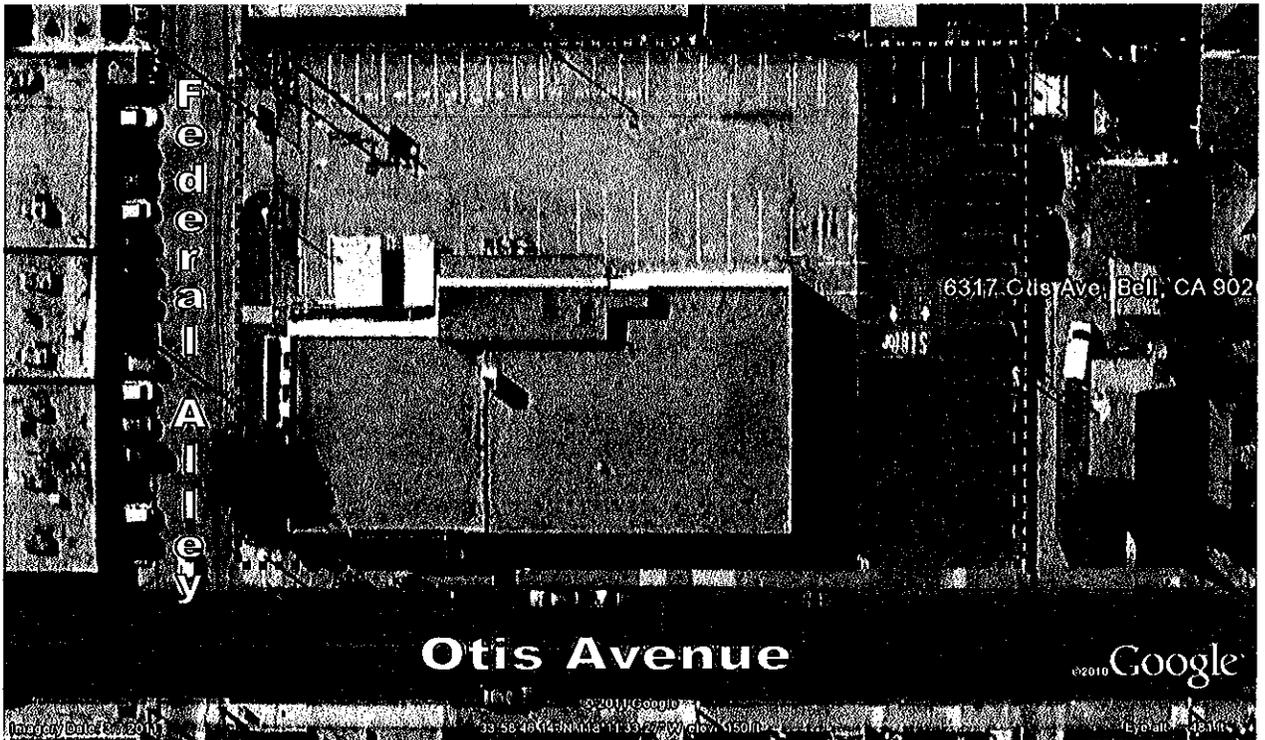
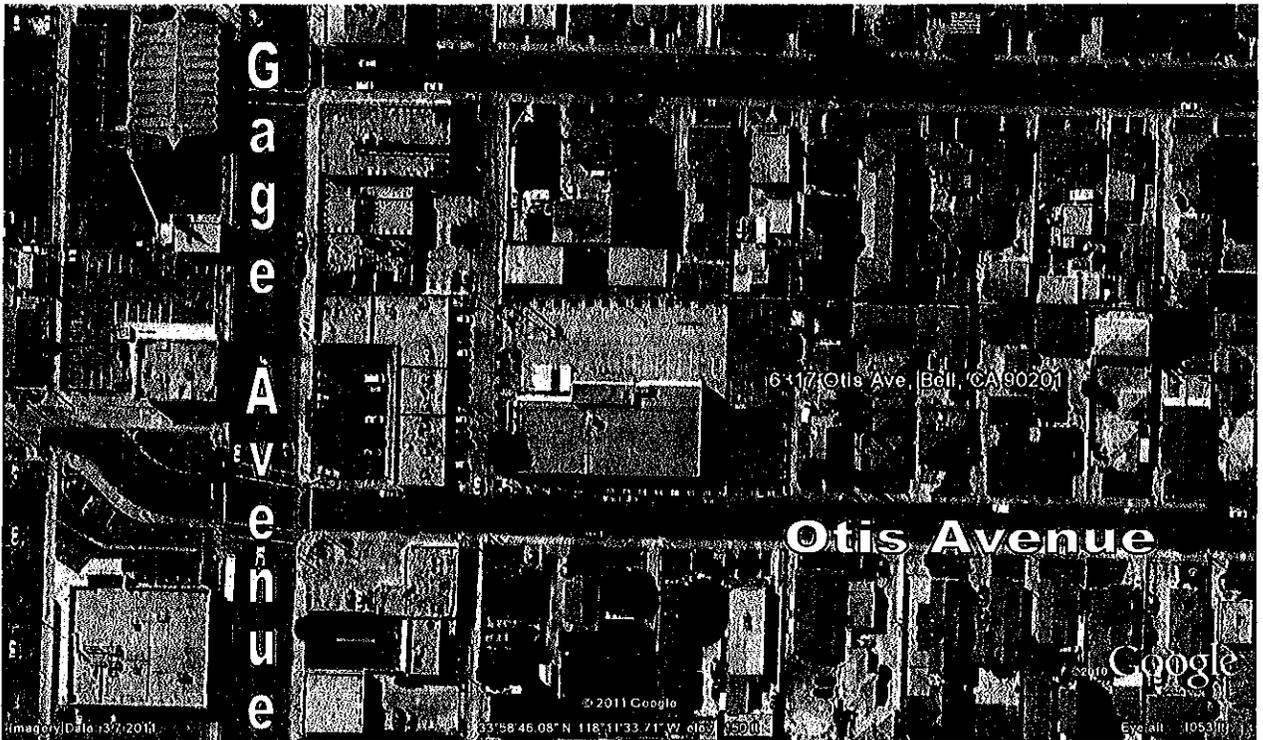
The proposed adult day care will be an asset to the community in that it will provide a local solution to a service that may ordinarily be out of reach for current residents. The use will be compatible to its surroundings in that it will not affect the general business corridor located on Gage Avenue. Furthermore the use will only generate approximate 10 total vehicle trips in the morning and about 10 vehicle trips in the afternoon, drastically reducing the original traffic flow that once was generated by the post office.

LA COUNTY ASSESOR'S PARCEL MAP

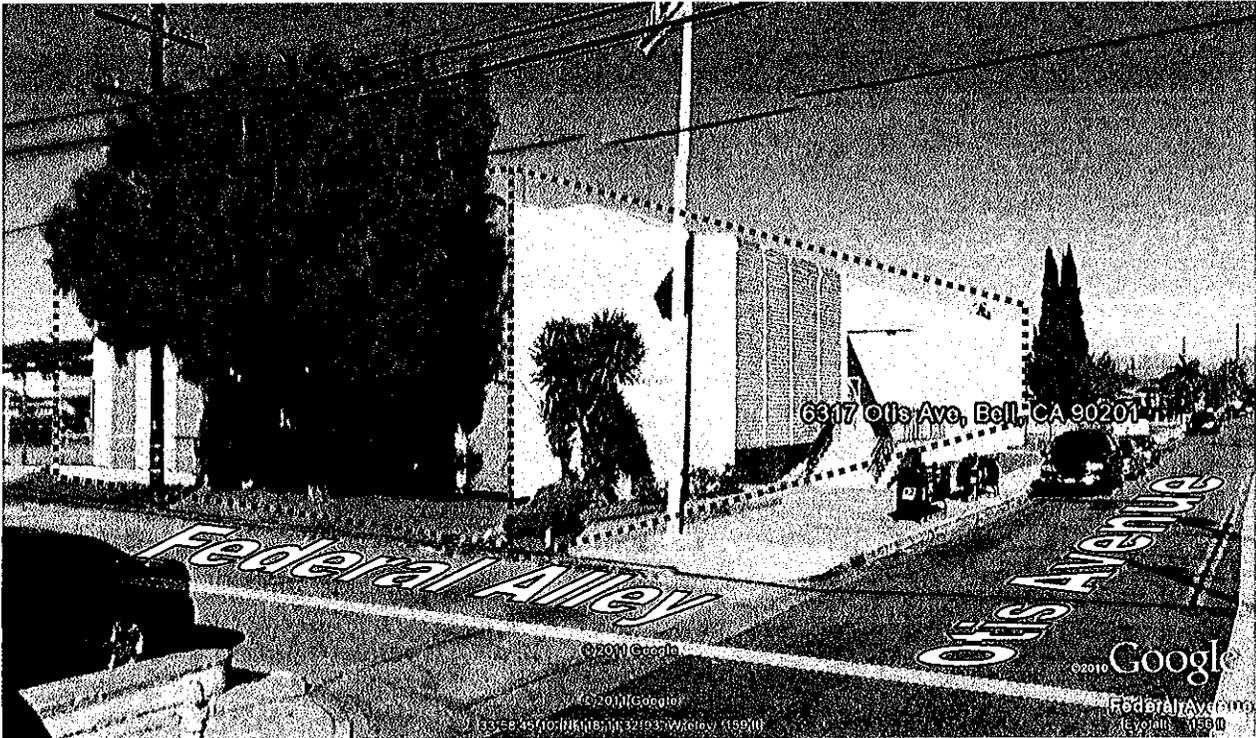
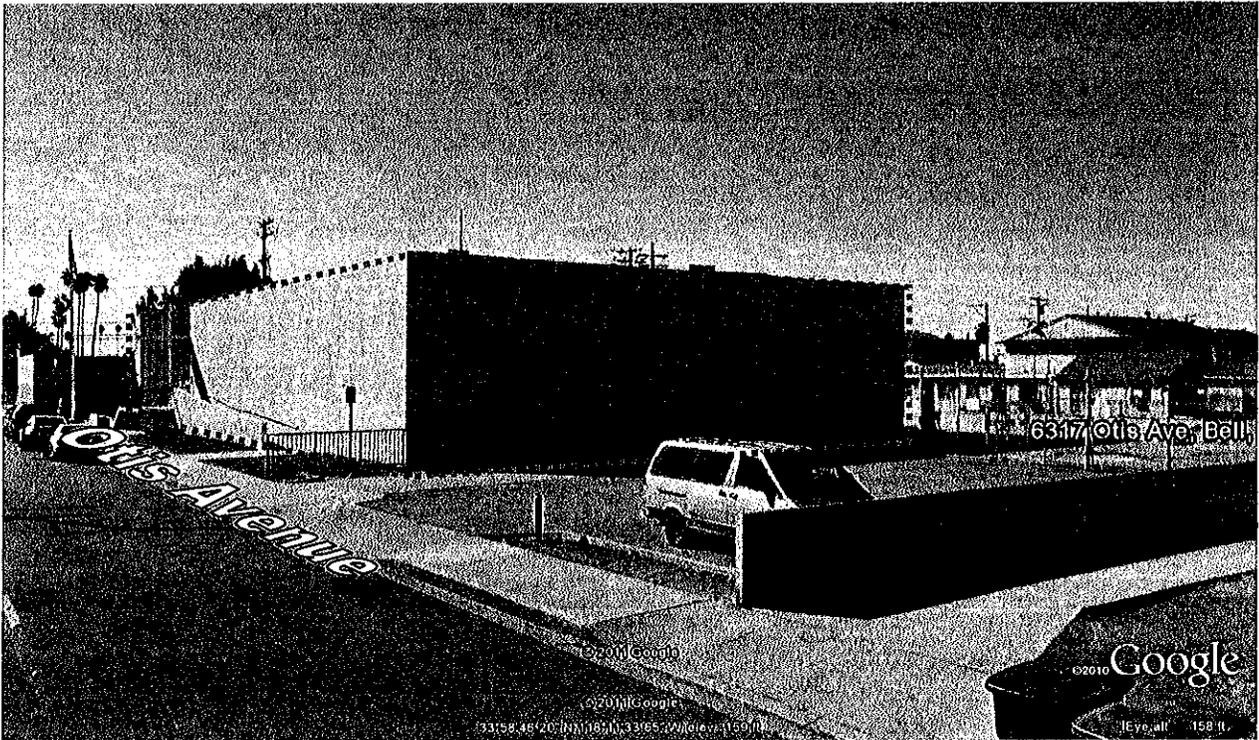


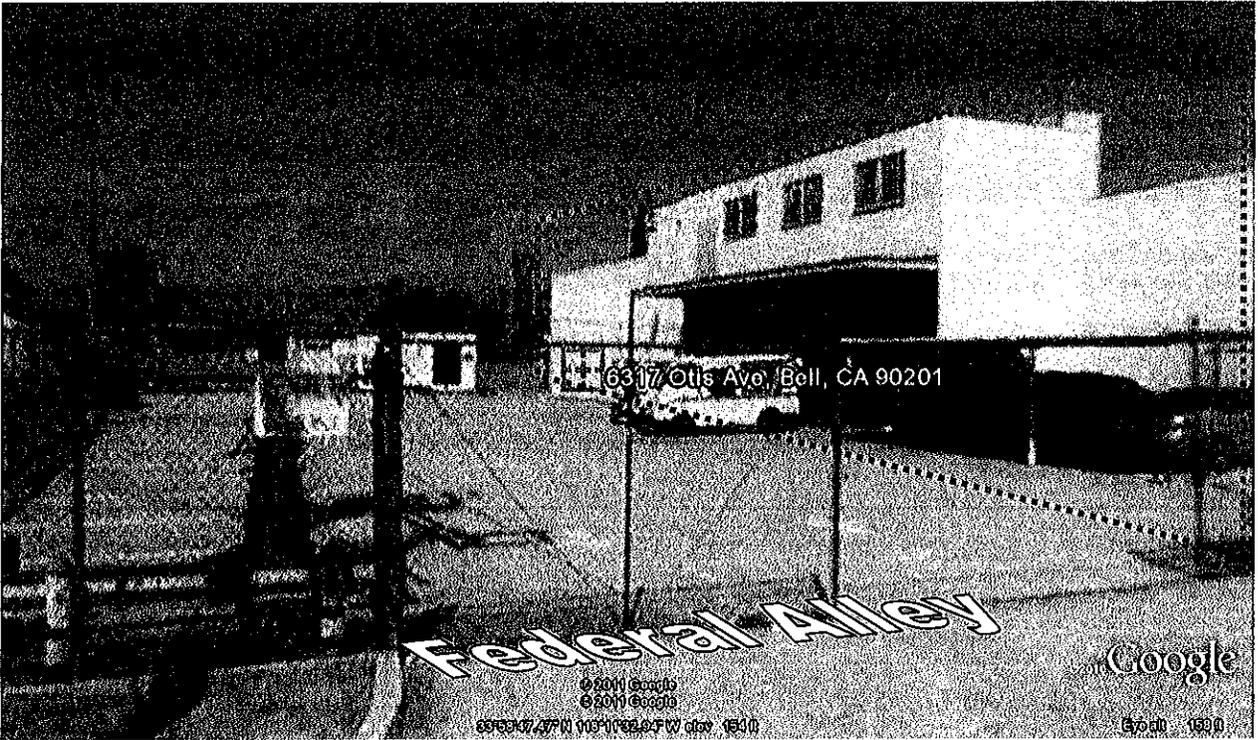
OTIS AVENUE

AERIAL PHOTOS



STREET VIEWS





| LAND USE REQUIREMENTS | | |
|---|---------------------------------------|-------------------|
| | REQUIRED | PROVIDED |
| Minimum Lot Area (square feet) | 5,000 | 30,400 sq. ft. |
| Building Area (square feet) | No Minimum | 7,000 sq. ft. |
| PARKING REQUIREMENTS | | |
| | REQUIRED | PROVIDED |
| Parking Spaces for Office Use (1/200) up to 5,000 | 25 spaces | 40 spaces |
| Parking Spaces above 5,000 (1/250) | 8 spaces | 17 spaces |
| Total Number of Parking | 31 spaces + 2 HC spaces= 33 spaces | 57+3HC= 60 spaces |

| Subject Property | General Plan | Zoning District | Land Use |
|-------------------------|--------------------------|------------------------|------------------------------------|
| North | Multi-Family Residential | R-3 | Residential Units |
| South | Commercial Mixed Use | C-3R | Light Manufacturing/ Industrial |
| East | Multi-Family Residential | R-3 | Residential Units |
| West | Multi-Family Residential | R-3 | Residential Units |

GENERAL PLAN CONSISTENCY

The City's General Plan Land Use Element designates the subject property for Residential use. The proposed use would be consistent with the General Plan and does not conflict with the established goals and objectives of the Land Use Element which states that the City should pursue opportunities to influence development decisions concerning [previously] federally owned land such as this site. The proposed use will be encouraging quality mixed residential developments and support a good transitional use for the residential corridor. This will also provide an incentive for the consolidation of the existing lots. Pursuant to Section 17.96.030.23 of the Bell Municipal Code, any Day Care Center may be permitted with a valid Conditional Use Permit without zoning restrictions.

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 Otis Avenue. There will be no additions made to the building. The only modification that will be made to building will be the remodel of existing square footage to be utilized as offices and facilities for new adult program participants.

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 61 owners were notified of the proposed application and project proposal. The notices were also posted at three specific sites and were published on October 28, 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 site for the proposed use is adequate in size, shape and topography to accommodate the proposed use. The existing site has a fully approved building that will accommodate the proposed use. The proposed use will not utilize the entire floor plan of the existing building. The project will only modify 7,000 square feet to the current layout of existing building to accommodate the proposed use. The approval of the use will be similar in nature as the previously approved post office 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 Otis Avenue which is an arterial street that can handle the current and future generated traffic for this existing facility being such that the use of the facility will provide transportation to participants and therefore minimal parking will be required. Additionally, the site is arranged to provide adequate circulation for ingress and egress from Otis Avenue, effectively eliminating any direct traffic incidents on Gage Avenue.
3. The existing building to be utilized in conjunction with the use will be architecturally compatible with the existing and prospective uses of land located in the immediate vicinity of the site. The applicant will not modify the exterior of the building only the interior of the existing building for the proposed 7,000 square foot adult day care center.
4. The location of the proposed use on the site is compatible with existing and proposed uses along the along Otis Avenue and the adjacent Gage Avenue corridor. The proposed Adult Day Care Center 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 proposed use will create less vehicle trips per day, will create a transitional use or buffer from the adjacent commercial corridor to the residential uses currently existing along Otis Avenue.
5. The proposed use is in compliance with the applicable provisions of the general plan of the City of Bell. The proposed use may prevent incompatibility among land uses for the health and safety of occupants and the protection of property values. The project will also provide an incentive for the consolidation of existing lots.

CONDITIONS OF APPROVAL

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

- A. The Applications and Exhibits thereto, "A" through "F" 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. 2011-07; and
1. That Buena Vida Care Services Inc. dba "Training For Tomorrow" is the sole holder of this entitlement; and
 2. That Buena Vida Care Services Inc. dba "Training For Tomorrow" shall hold the appropriate licensing and certification to operate an adult day care center including but not limited to Department of Social Services approval, Community Care Licensing as an adult Day Care Program, and only with a valid conditional use permit (CUP No. 2011-07); and
 3. This CUP governs the entire site though the only current known occupancy is for the 7,000 square foot adult day care center known as 6317 Otis Avenue. Any use proposed in other parts of the existing building shall necessitate an amendment to this CUP. It is contemplated that any future use shall require rehabilitation or remodel of the existing building. Until these future projects occur, applicant shall maintain the entire site in a good, first class condition as provided in condition 19. Additionally, when the future development occurs, the exterior of the entire building may be further modified to conform in architectural appearance with the ultimate project.
 4. The hours of operation for the Adult Day Care Center will be as follows:
 - a. Monday through Friday: 8:00 AM – 5:00 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 the permit to be subject to the revocation process as noted in Bell Municipal Code section 17.96.170 ; and

7. That any increase in the use permitted as a part of this Conditional Use Permit shall be cause to review the Conditional Use Permit; and
8. That before the issuance of any permits for this project, that the applicant shall consolidate the lots with parcel numbers 6317-029-022 and 6317-029-021 to be held as one by filing a lot merger application with the City Engineer's Office; and
9. 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
10. 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 California Building Code 2010, 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
11. 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
12. That no vehicles (commercial or otherwise) shall be:
 - a. Parked on the property except in marked parking spaces; and
 - b. Parked on the property unless owned and operated by patrons and/or employees of the building; and
 - c. Parked overnight; and
13. That all exterior building surfaces, including but not limited to doors and windows shall be properly cleaned and maintained at all times, and
14. 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

15. 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
16. That the applicant agrees to maintain proper lighting on the property that promotes a secure and safe environment; and
17. 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
18. 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
19. That all trash enclosures shall be maintained in accordance with the standards of the City and shall be architecturally compatible with principal structures and shall be located in a manner that will not impede vehicular motion on the property; and
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 paving at all times be kept in a level and smooth condition; and
21. 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
22. 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

23. That copies of said licenses and certifications shall be maintained on file with the City of Bell in perpetuity; and
24. That it shall be the responsibility of the Applicant to obtain a resolution pertaining to this Planning Commission action, Conditional Use Permit No. 2011-07; and
25. 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
26. 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
27. That the Applicant shall be responsible for filing any and all pertinent documents with the Los Angeles County Recorder's Office.
28. That the applicant shall comply with all Federal, State, County, and Local laws and ordinances that may apply to this permit.

Attachments

- Exhibits:
- "A" – Conditional Use Permit Application
 - "B" – Environmental Notice of Exemption
 - "C" – Floor Plan
 - "D" – Radius Map
 - "E" – Program Description
 - "F" – Applicant backgrounds

RESOLUTION 2011-49

A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF BELL APPROVING CONDITIONAL USE PERMIT NO. 2011-07 TO ALLOW A 7,000 SQUARE FOOT ADULT DAY CARE FACILITY TO BE LOCATED WITHIN AN EXISTING BUILDING. THE SUBJECT PROPERTY IS LOCATED AT 6317-6327 OTIS AVENUE IN BELL CA. APN 6317-029-022 AND 6317-029-021.

A. RECITALS

WHEREAS, Buena Vida Care Services dba "Training for Tomorrow" (the Applicant") filed a complete application requesting the approval of Conditional Use Permit 2011-07 described herein ("Application");

WHEREAS, the Application pertains to an approximate 30,400 square foot property on Los Angeles County Assessor's Parcel numbers 6317-029-021 and 6317-029-022, more commonly known as 6317 and 6327 Gage Avenue respectively, Bell, California ("Property");

WHEREAS, the Applicant requests approval of a Conditional Use Permit to allow a 7,000 square foot Adult Day Care facility to be located within an existing building, pursuant to Bell Municipal Code, Chapter 17.96.030.23.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 November 9, 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 November 9, 2011 public hearing, including public testimony and written and oral staff reports, this Commission finds as follows:
 - a. The site for the proposed use is adequate in size, shape and topography to accommodate the proposed use. The existing site has a fully approved building that will accommodate the proposed use. The proposed use will not utilize the entire floor plan of the existing building. The project will only modify 7,000 square feet to the current layout of existing building to accommodate the proposed use. The approval of the use will be similar in nature as the previously approved post office 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 Otis Avenue which is an arterial street that can handle the current and future generated traffic for this existing facility being such that the use of the facility will provide transportation to participants and therefore minimal parking will be required. Additionally, the site is arranged to provide adequate circulation for ingress and egress from Otis Avenue, effectively eliminating any direct traffic incidents on Gage Avenue.
 - c. The existing building to be utilized in conjunction with the use will be architecturally compatible with the existing and prospective uses of land located in the immediate vicinity of the site. The applicant will not modify the exterior of the building only the interior of the existing building for the proposed 7,000 square foot adult day care center.
 - d. The location of the proposed use on the site is compatible with existing and proposed uses along the along Otis Avenue and the adjacent Gage Avenue corridor. The proposed Adult Day Care Center 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 proposed use will create less vehicle trips per day, will create a transitional use or buffer from the adjacent commercial corridor to the residential uses currently existing along Otis Avenue.

- e. The proposed use is in compliance with the applicable provisions of the general plan of the City of Bell. The proposed use may prevent incompatibility among land uses for the health and safety of occupants and the protection of property values. The project will also provide an incentive for the consolidation of existing lots.

Based upon the foregoing findings, the Planning Commission hereby approves Conditional Use Permit No. 2011-07, 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 "F" 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. 2011-07; and
1. That Buena Vida Care Services Inc. dba "Training For Tomorrow" is the sole holder of this entitlement; and
2. That Buena Vida Care Services Inc. dba "Training For Tomorrow" shall hold the appropriate licensing and certification to operate an adult day care center including but not limited to Department of Social Services approval, Community Care Licensing as an adult Day Care Program, and only with a valid conditional use permit (CUP No. 2011-07); and
3. This CUP governs the entire site though the only current known occupancy is for the 7,000 square foot adult day care center known as 6317 Otis Avenue. Any use proposed in other parts of the existing building shall necessitate an amendment to this CUP. It is contemplated that any future use shall require rehabilitation or remodel of the existing building. Until these future projects occur, applicant shall maintain the entire site in a good, first class condition as provided in condition 19. Additionally, when the future development occurs, the exterior of the entire building may be further modified to conform in architectural appearance with the ultimate project.

4. The hours of operation for the Adult Day Care Center will be as follows:
 - a. Monday through Friday: 8:00 AM – 5:00 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 the permit to be subject to the revocation process as noted in Bell Municipal Code section 17.96.170 ; and
7. That any increase in the use permitted as a part of this Conditional Use Permit shall be cause to review the Conditional Use Permit; and
8. That before the issuance of any permits for this project, that the applicant shall consolidate the lots with parcel numbers 6317-029-022 and 6317-029-021 to be held as one by filing a lot merger application with the City Engineer's Office; and
9. 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
10. 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 California Building Code 2010, 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
11. 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
12. That no vehicles (commercial or otherwise) shall be:
 - a. Parked on the property except in marked parking spaces; and
 - b. Parked on the property unless owned and operated by patrons and/or employees of the building; and

- c. Parked overnight; and
13. That all exterior building surfaces, including but not limited to doors and windows shall be properly cleaned and maintained at all times, and
 14. 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
 15. 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
 16. That the applicant agrees to maintain proper lighting on the property that promotes a secure and safe environment; and
 17. 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
 18. 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
 19. That all trash enclosures shall be maintained in accordance with the standards of the City and shall be architecturally compatible with principal structures and shall be located in a manner that will not impede vehicular motion on the property; and
 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 paving at all times be kept in a level and smooth condition; and

21. 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
22. 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
23. That copies of said licenses and certifications shall be maintained on file with the City of Bell in perpetuity; and
24. That it shall be the responsibility of the Applicant to obtain a resolution pertaining to this Planning Commission action, Conditional Use Permit No. 2011-07; and
25. 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
26. 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
27. That the Applicant shall be responsible for filing any and all pertinent documents with the Los Angeles County Recorder's Office.
28. That the applicant shall comply with all Federal, State, County, and Local laws and ordinances that may apply to this permit.

- D. That the City of Bell Clerk shall certify the adoption of this Resolution and shall forward a copy of this Resolution to Buena Vida Care Services Inc. dba "training for Tomorrow".**

ADOPTED this 9th Day of November, 2011

Ali Saleh
Mayor

ATTEST:

Rebecca Valdez, CMC
City Clerk

I CERTIFY that the foregoing Resolution No. 2011-49 was adopted by the Planning Commission of the City of Bell at a regular meeting thereof held on the 9th day of November, 2011 by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

Rebecca Valdez, CMC
City Clerk

City of Bell Agenda Report

DATE: November 9, 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 2011-08 TO ALLOW LARGE RECYCLING COLLECTION FACILITY TO BE LOCATED WITHIN AN EXISTING 2,048 SQUARE FOOT BUILDING TO BE ESTABLISHED AT 3605 GAGE 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 2011-50 entitled:

A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF BELL APPROVING CONDITIONAL USE PERMIT NO. 2011-08 TO ALLOW LARGE RECYCLING COLLECTION FACILITY TO BE LOCATED WITHIN AN EXISTING 2,048 SQUARE FOOT BUILDING TO BE ESTABLISHED AT 3605 GAGE AVENUE BELL CA. APN 6318-020-018

DISCUSSION

The applicant, Edwin Claros, is requesting that the City of Bell Planning Commission consider a request for Conditional Use Permit (Conditional Use Permit (CUP 2011-08) to allow Large Recycling Collection facility to be located within an existing 2,048 square foot building, pursuant to Bell Municipal Code, Chapter 17.96.030.66. The Subject property is located at 3605 Gage Avenue and is located on the Northwest Corner of Loma Vista and Gage Avenues. The property is located within the C-3R zoning district.

BACKGROUND

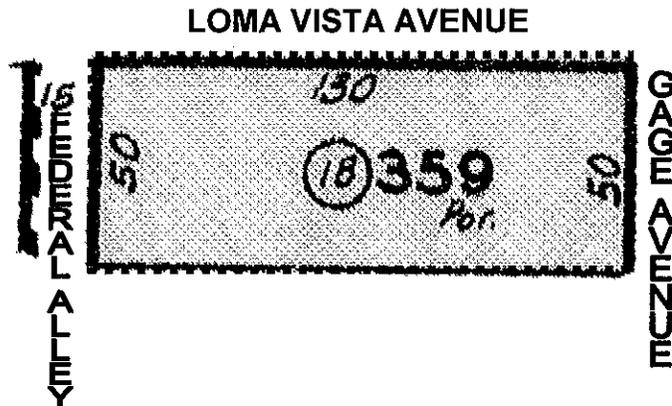
The property was previously utilized by a retail home interior accessories store named "El Remate". The applicant, Edwin Claros is seeking to install a large recycling collection facility at this location within the 2,048 square foot building which pursuant to Bell Municipal Code section 17.96.030.66 requires a conditional use permit.

DESCRIPTION OF PROPERTY AND IMPROVEMENTS

The property is located on the northwest corner of Loma Vista and Gage Avenue. The property consists of parcel number 6318-020-018 with a total of 6,500 square feet. The lot measures 50 linear feet of street frontage along Gage Avenue and 130 linear feet facing Loma Vista Avenue. The site is currently developed with a single story office building. The building measures approximately 2,048 square feet. The building has access from the rear of the property off of Loma Vista Avenue through the Alley. The site is currently improved with 6 foot high chain link fencing along Loma Vista Avenue.

Pursuant to Bell Municipal Code section 17.76.020, warehousing uses require 1 parking stall for every 1,000 square feet of gross floor area. The total square footage of the building that will be utilized for the recycling collection facility is 2,048 square feet. The parking requirement for that use will be one parking space for every 1,000 square feet of gross floor area for a total of 2 spaces.

LA COUNTY ASSESOR'S PARCEL MAP



BUSINESS OPERATIONS

The proposed recycling facility proposes to buy back plastic, aluminum and glass that have a redemption value from the CRV program implemented by the state of California to encourage the general public to recycle. The business will cater to the average resident to bring their recyclables and receive a monetary value for the materials at a state mandated redemption rate. The proposed facility will collect these materials and store them into a large container which will be picked on a weekly basis.

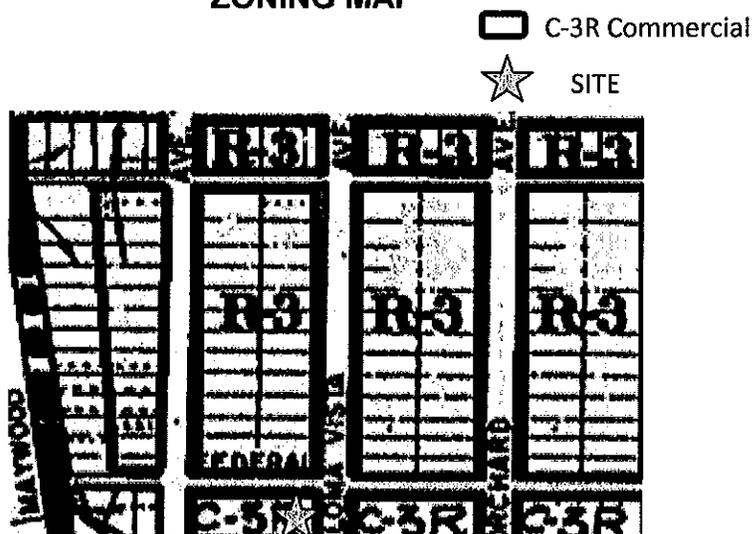
COMPATIBILITY OF USE

The site is currently located adjacent to several types of uses. To the west of the site there is an insurance business and a tutoring program business. To the east of the site there is an existing bar lounge. To the south of the site, there is a middle school that was recently built. However, the use located directly to the north of the site is zoned multi-family residential R-3 and currently has multiple units located on it. The proposed use may present a potential negative impact on these residential uses directly adjacent to the site. Therefore if the project is considered for approval, staff has set some conditions of approval that would require the applicant to exercise best management practices to minimize any odor or noise impacts on adjacent properties. In the event of any complaints concerning the business operations, the operator will be required to work with staff to develop a mitigation and improvement plan. If a mitigation plan cannot remedy such impacts, then this permit may be revoked by the Planning Commission.

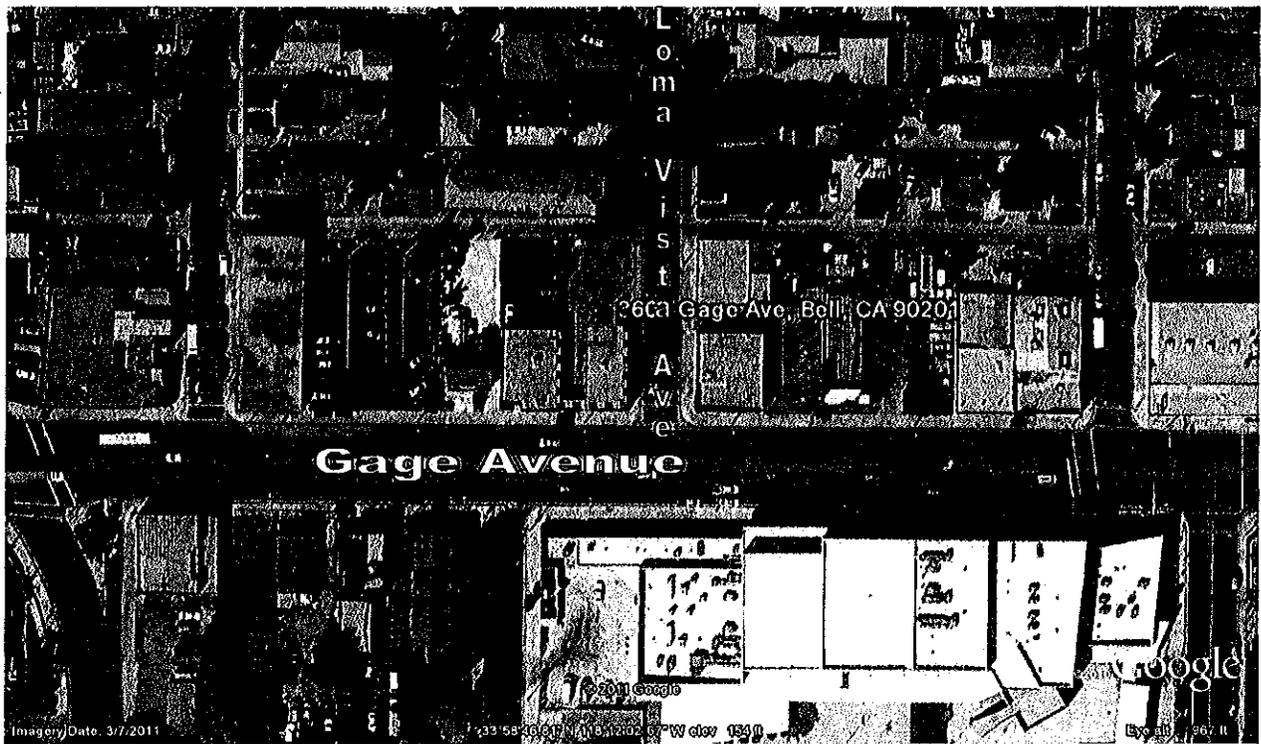
SURROUNDING LAND USES

| Subject Property | General Plan | Zoning District | Land Use |
|------------------|--------------------------|-----------------|--------------------------|
| South | Multi-family Residential | R-3 | Multiple Dwelling Units |
| North | Commercial Mixed Use | C-3R | Middle School |
| East | Commercial Mixed Use | C-3R | Bar |
| West | Commercial Mixed Use | C-3R | Commercial/ Retail Units |

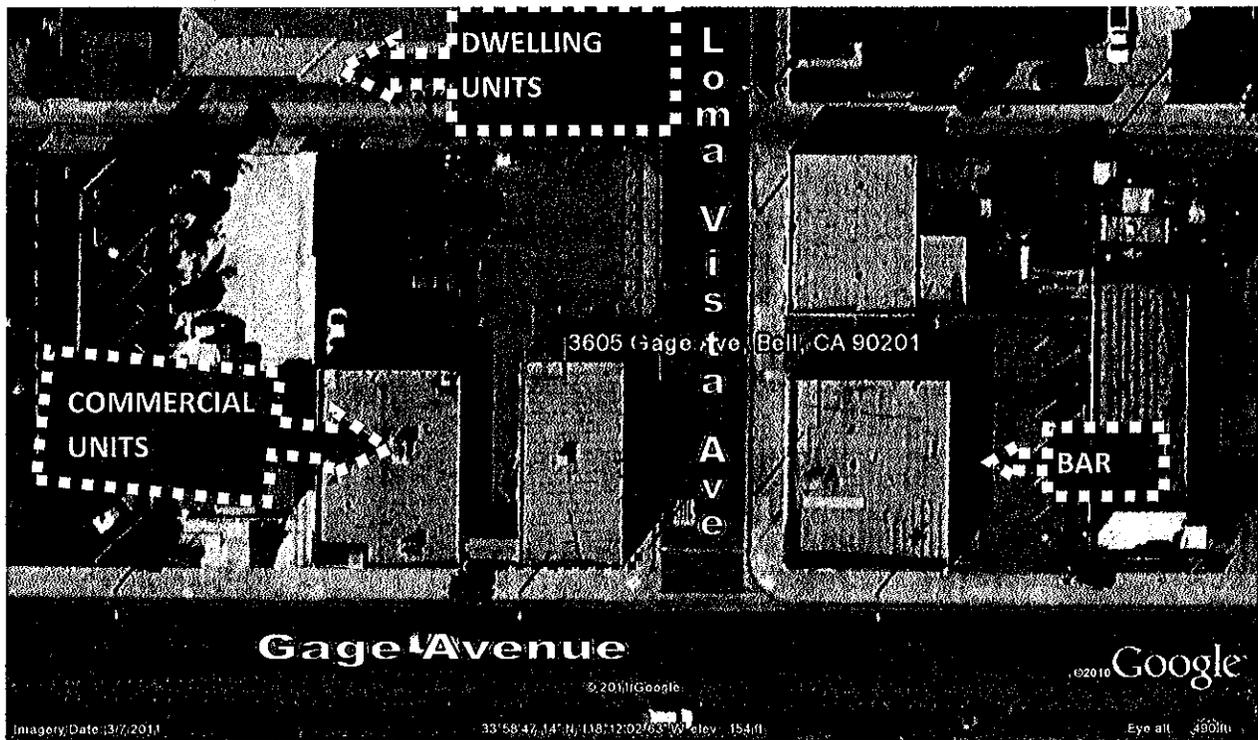
ZONING MAP



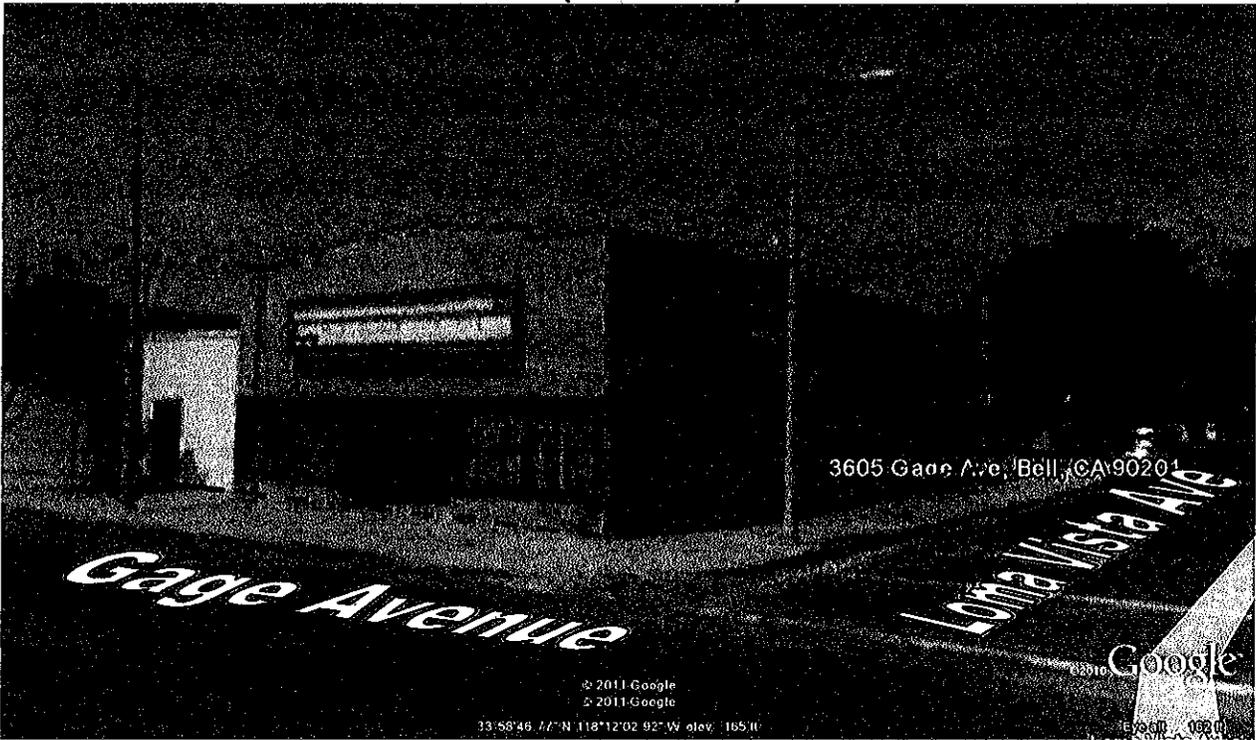
AERIAL PHOTO (VICINITY)



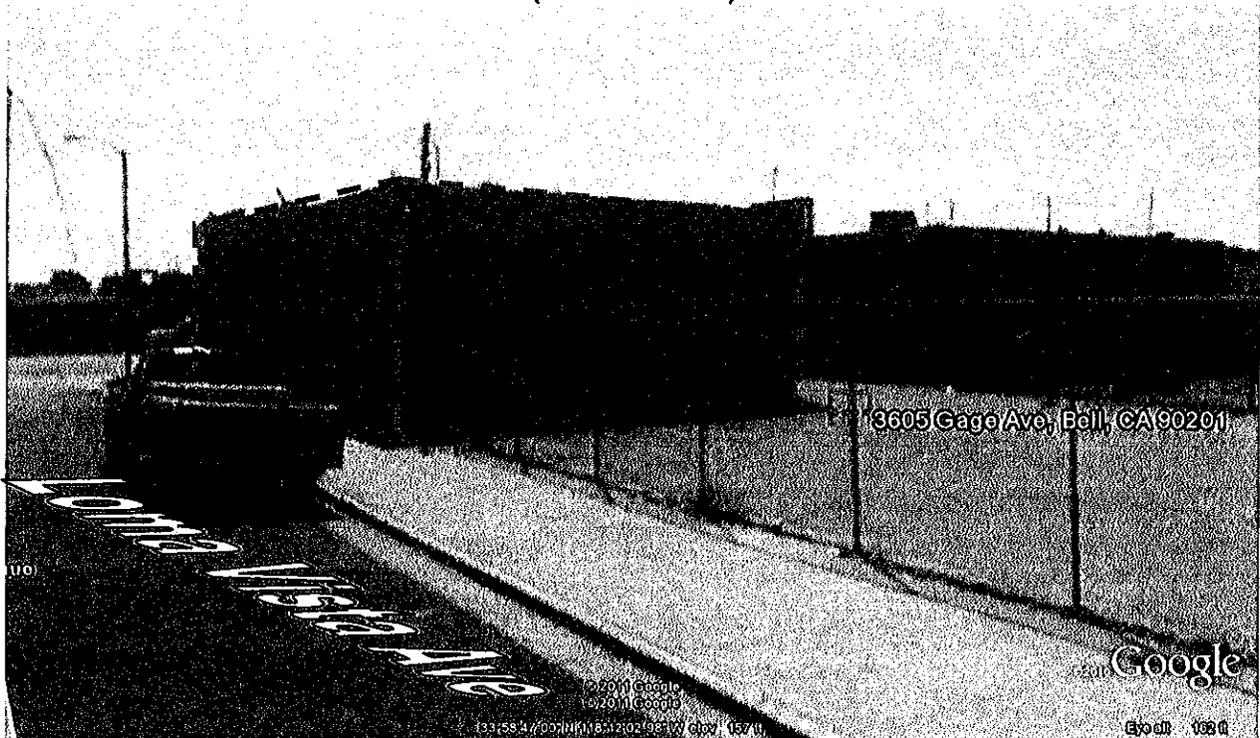
AERIAL PHOTO (SITE)



**STREET VIEW
(SITE VIEW)**



**STREET VIEW
(REAR OF SITE)**



| LAND USE REQUIREMENTS | | |
|---|-----------------|--|
| | REQUIRED | PROVIDED |
| Minimum Lot Area (square feet) | 5,000 | 6,500 sq. ft. |
| Building Area (square feet) | No Minimum | 2,048 sq. ft. |
| PARKING REQUIREMENTS | | |
| | REQUIRED | PROVIDED |
| Parking Spaces for Office Use (1/200) | 1 space | 2 spaces |
| Parking Spaces Warehouse Use (1/1000) | 2 spaces | 2 spaces |
| Total Number of Parking | 3 Spaces | 4 Standard + 1 Handicap Accessible = 5 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 43 owners were notified of the proposed application and project proposal. The notices were also posted at three specific sites and were published on October 28, 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 site for the proposed use is adequate in size, shape and topography to accommodate the proposed use. The existing site has a fully approved building that will accommodate the proposed use. The use will not warrant modifications to the current layout of the existing building. The proposed use will utilize the existing layout to conduct the recycling business within the existing building footprint, and will provide parking at the rear of the property accommodating the use to the site.
2. The subject site has sufficient access to public streets and highways adequate in width and pavement type, to carry the quantity and quality of vehicular and pedestrian traffic expected to be generated by the proposed use. The subject site is located on Gage Avenue which is 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 Loma Vista Avenue, via the alley, effectively eliminating any direct traffic access from the site on to Gage Avenue.
3. The existing building to be utilized in conjunction with the use will be architecturally compatible with the existing and prospective uses of land located in the immediate vicinity of the site. The applicant will not modify the exterior of the building other than to paint the exterior surfaces to renew the appearance of the existing building.

4. The location of the proposed use on the site is compatible with existing and proposed uses along the commercial corridor along Gage 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.
5. The conduct of the proposed use is in compliance with the applicable provisions of the general plan of the City of Bell. The proposed use will be promoting economic stability through the provision of an additional service to patrons which will result in the diversification of the commercial base along the Gage 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. 2011-08; and
1. That Edwin Claros is the sole holder of this entitlement; and
 2. That Edwin Claros 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. 2011-08); and
 3. The hours of operation for the Large recycling facility will be as follows:
 - a. Monday through Saturday: 8:00 AM – 5:00 PM
 - b. Sunday: 8:00 AM – 3:00 PM
 - c. Weekly pick up hours for the containers shall occur no earlier than 8:00 AM and not later than 7:00PM any day of the week.
 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 the permit to be subject to the revocation process as noted in Bell Municipal Code section 17.96.170 ; 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. Applicant shall exercise best management practices to minimize any odor or noise impacts on adjacent properties. In the event of any complaints concerning the business operations, the operator shall work with staff to develop a mitigation and improvement plan. If a mitigation plan cannot remedy such impacts, than this permit may be revoked by the Planning Commission.
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 paving 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.

Attachments

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

RESOLUTION 2011-50

A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF BELL APPROVING CONDITIONAL USE PERMIT NO. 2011-08 TO ALLOW LARGE RECYCLING COLLECTION FACILITY TO BE LOCATED WITHIN AN EXISTING 2,048 SQUARE FOOT BUILDING TO BE ESTABLISHED AT 3605 GAGE AVENUE BELL CA. APN 6318-020-018.

A. RECITALS

WHEREAS, Edwin Claros (the Applicant”) filed a complete application requesting the approval of Conditional Use Permit 2011-08 described herein (“Application”);

WHEREAS, the Application pertains to an approximate 6,500 square foot property on Los Angeles County Assessor’s Parcel numbers 6318-020-018, more commonly known as 3605 Gage 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 2,048 square foot building, 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 November 9, 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 November 9, 2011 public hearing, including public testimony and written and oral staff reports, this Commission finds as follows:
 - a. The site for the proposed use is adequate in size, shape and topography to accommodate the proposed use. The existing site has a fully approved building that will accommodate the proposed use. The use will not warrant modifications to the current layout of the existing building. The proposed use will utilize the existing layout to conduct the recycling business within the existing building footprint, and will provide parking at the rear of the property accommodating the use to the site.
 - b. The subject site has sufficient access to public streets and highways adequate in width and pavement type, to carry the quantity and quality of vehicular and pedestrian traffic expected to be generated by the proposed use. The subject site is located on Gage Avenue which is 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 Loma Vista Avenue, via the alley, effectively eliminating any direct traffic access from the site on to Gage Avenue.
 - c. The existing building to be utilized in conjunction with the use will be architecturally compatible with the existing and prospective uses of land located in the immediate vicinity of the site. The applicant will not modify the exterior of the building other than to paint the exterior surfaces to renew the appearance of the existing building.
 - d. The location of the proposed use on the site is compatible with existing and proposed uses along the commercial corridor along Gage 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.

- e. The conduct of the proposed use is in compliance with the applicable provisions of the general plan of the City of Bell. The proposed use will be promoting economic stability through the provision of an additional service to patrons which will result in the diversification of the commercial base along the Gage 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. 2011-08, 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. 2011-08; and
1. That Edwin Claros is the sole holder of this entitlement; and
2. That Edwin Claros 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. 2011-08); and
3. The hours of operation for the Large recycling facility will be as follows:
 - a. Monday through Saturday: 8:00 AM – 5:00 PM
 - b. Sunday: 8:00 AM – 3:00 PM
 - c. Weekly pick up hours for the containers shall occur no earlier than 8:00 AM and no later than 7:00PM any day of the week.
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 the permit to be subject to the revocation process as noted in Bell Municipal Code section 17.96.170 ; 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. Applicant shall exercise best management practices to minimize any odor or noise impacts on adjacent properties. In the event of any complaints concerning the business operations, the operator shall work with staff to develop a mitigation and improvement plan. If a mitigation plan cannot remedy such impacts, than this permit may be revoked by the Planning Commission.
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 paving 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 Edwin Claros.

ADOPTED this 9th Day of November, 2011

Mayor

ATTEST:

Rebecca Valdez, CMC
City Clerk

I CERTIFY that the foregoing Resolution No. 2011-50 was adopted by the Planning Commission of the City of Bell at a regular meeting thereof held on the 9th day of November, 2011 by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

Rebecca Valdez, CMC
City Clerk

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 Edwin Claros.

ADOPTED this 9th Day of November, 2011

Ali Saleh
Mayor

ATTEST:

Rebecca Valdez, CMC
City Clerk

I CERTIFY that the foregoing Resolution No. 2011-50 was adopted by the Planning Commission of the City of Bell at a regular meeting thereof held on the 9th day of November, 2011 by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

Rebecca Valdez, CMC
City Clerk

City of Bell Agenda Report

DATE: November 9, 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 2011-09 TO ALLOW A 1,000 SQUARE FOOT HAND CAR WASH FACILITY TO BE LOCATED WITHIN AN EXISTING AUTOMOBILE TIRE AND ACCESSORY BUSINESS ON A 28,354 SQUARE FOOT SITE LOCATED AT 5080 GAGE AVENUE IN BELL, CA. APN 63274-021-025

RECOMMENDATION

Staff recommends that the application be reviewed, the public hearing be conducted, and that the Planning Commission adopt Planning Commission Resolution No. PC 2011-51 entitled:

A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF BELL APPROVING CONDITIONAL USE PERMIT NO. 2011-09 TO ALLOW A 1,000 SQUARE FOOT HAND CAR WASH FACILITY TO BE LOCATED WITHIN AN EXISTING AUTOMOBILE TIRE AND ACCESSORY BUSINESS ON A 28,354 SQUARE FOOT SITE. THE SUBJECT PROPERTY IS LOCATED AT 5080 GAGE AVENUE IN BELL CA. APN 6327-021-025.

DISCUSSION

The applicant, Israel Vasquez is requesting that the City of Bell Planning Commission consider a request for Conditional Use Permit Conditional Use Permit (CUP 2011-09) to allow a 1,000 square foot Hand Car Wash facility to be located within an existing Automobile Tire and Accessory Business on a 28,354 square foot site pursuant to Bell Municipal Code, Chapter 17.96.030.08. The Subject property is located at 5080 Gage Avenue and is located on the south side of Gage Avenue and between Sherman Way and Crafton Avenue. The property is located within the C-3R zoning district.

BACKGROUND

The applicant, Israel Vasquez is proposing to install a hand car wash facility on an existing 28,354 square foot site that is home to a tire and car accessory business located at 5080 Gage Avenue. The site is currently located at 5080 Gage Avenue has been vacant for a period over 6 months. The site was previously occupied by a hand carwash but was discontinued for a period longer than six months. Pursuant to section 17.100.060(A) (5), voluntary discontinuance of the utilization of a non-conforming use for a period over six months or more, deems the use of the building as abated. Pursuant to section 17.96.030.08 any Car wash facilities located in any zone C zone will require a Conditional Use Permit.

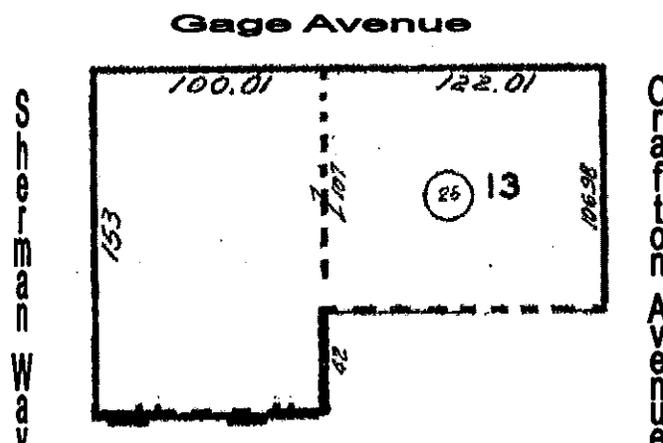
DESCRIPTION OF PROPERTY AND IMPROVEMENTS

The property is located within the C-3R zoning district. The property consists of parcel number 6327-021-025 with a total of 28,354 square feet. The lot measures 222 linear feet of street frontage along Gage Avenue and 106 linear feet facing Crafton Avenue and 153 linear feet facing Sherman Way. The site is currently developed with a 11,824 square foot single story warehouse type building with a majority of the gross floor area used for the shop and storage. The building has existing office space within the gross floor area that attends to the rest of the facility.

The site is currently improved with 5 foot white wrought iron fence along Sherman Way and fencing along Crafton Avenue. There are existing entrances to the site from the Gage Avenue, Sherman Way, and Crafton Avenue. These existing improvements are essential to the overall circulation of the parking areas that 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/storage uses, this use only requires 1 parking stall for every 1,000 square feet of gross floor area.

Parking will not be an impact on this particular project due to the nature of the operation is to hand wash cars and any vehicle patronizing the site will have their vehicle in one of the 3 bays proposed to handle any hand car washing. Employee parking has been designated within the lot and vehicles waiting to be washed may park in any one of the 6 stalls currently existing on the site area. The anticipated size of the facility will be at 1,000 square feet.

LA COUNTY ASSESOR'S PARCEL MAP



BUSINESS OPERATIONS

The proposed hand car wash facility will be an auxiliary use the main use of the site which is an automotive tire and accessory business. The hand car wash business although owned and operated separately will work in conjunction with the rest of the facility. When potential costumers purchase a set of wheels and/or tires they will have the option to purchase a hand car wash for their vehicle. All work will be performed within the covered area composed of 3 wash bays where vehicles will be washed and even detailed. This proposed use will provide an additional service to the existing automotive care center.

COMPATIBILITY OF USE

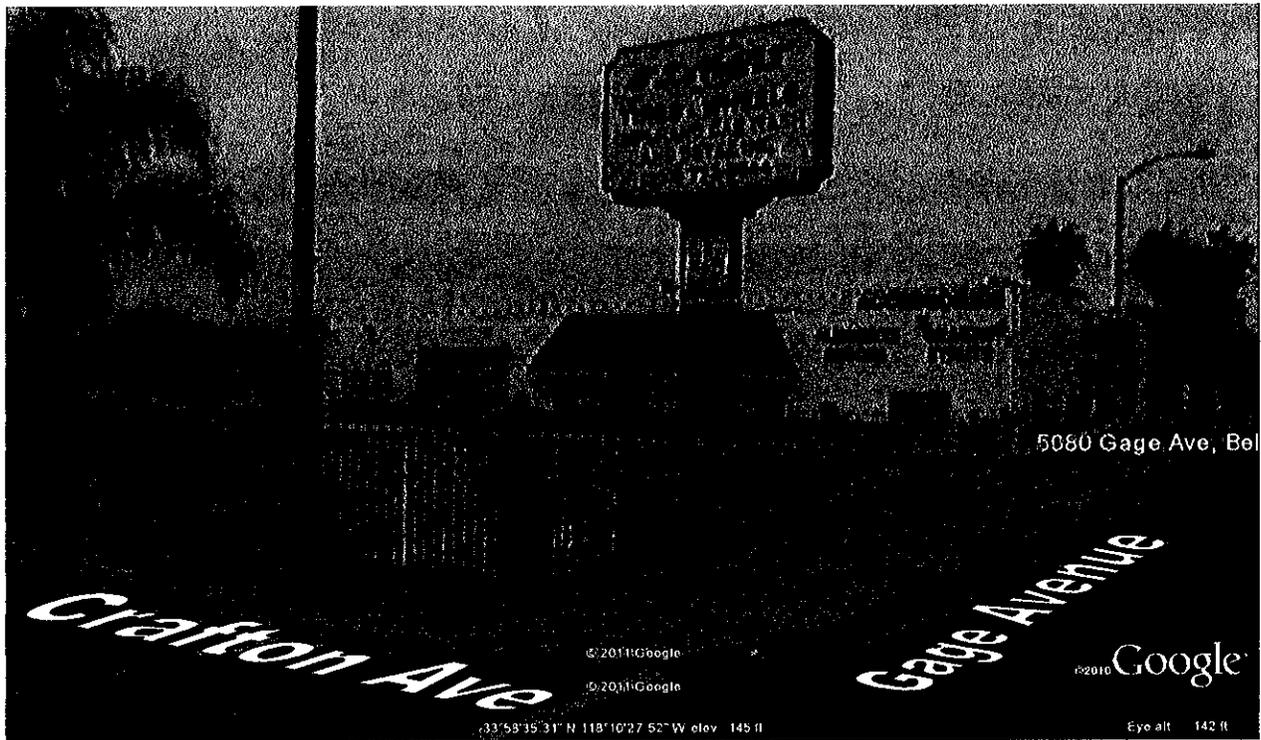
The site is currently located adjacent to several businesses located east and west of the facility. To the south of the site, the properties are zoned multi-family residential R-3 and currently have multiple units located on it. The site area that is to hold the car wash facility will be located to the rear part of the property set back from the front façade which will minimize any potential overspray from the vehicles being washed to affect oncoming traffic on Gage Avenue. Access to the facility is provided through various strategically located driveway approaches. There are driveway approaches on Crafton Avenue, Gage Avenue and Sherman Way that will aide in the ingress and egress of the site patrons regardless of the services they choose to utilize.

AERIAL PHOTOS





STREET VIEWS





SURROUNDING LAND USES

| Subject Property | General Plan | Zoning District | Land Use |
|------------------|--------------------------|-----------------|--------------------------|
| South | Multi-family Residential | R-3 | Multiple Dwelling Units |
| North | Commercial Mixed Use | C-3R | Middle School |
| East | Commercial Mixed Use | C-3R | Bar |
| West | Commercial Mixed Use | C-3R | Commercial/ Retail Units |

LAND USE STATISTICS

| LAND USE REQUIREMENTS | | |
|--------------------------------|------------|----------------|
| | REQUIRED | PROVIDED |
| Minimum Lot Area (square feet) | 5,000 | 28,354 sq. ft. |
| Building Area (square feet) | No Minimum | 1,000 sq. ft. |

| PARKING REQUIREMENTS | | |
|---------------------------------------|-----------------|---|
| | REQUIRED | PROVIDED |
| Parking Spaces for Office Use (1/200) | 4 spaces | 10 spaces |
| Parking Spaces Warehouse Use (1/1000) | 11 spaces | 14 spaces |
| Total Number of Parking | 15 Spaces | 24 Standard + 2 Handicap Accessible = 26 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 this will promote economic stability through the diversification of the commercial base and develop employment opportunities. Pursuant to Section 17.96.030.23 of the Bell Municipal Code, any Car Wash facility may be permitted with a valid Conditional Use Permit in C or M zones.

ARCHITECTURAL REVIEW

The structure is a pre-existing covered bay building with access being provided by an existing parking lot at the side of the property on Sherman Way and Gage Avenue. There will be no additions made to the building. There is an existing 3 compartment filtering system that was approved by the County Sanitation districts of Los Angeles County as a hand car wash and an existing bay area that will handle up to three vehicles at a time. There will be no additions to the existing structures on the site.

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 73 owners were notified of the proposed application and project proposal. The notices were also posted at three specific sites and were published on October 28, 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 site for the proposed use is adequate in size, shape and topography to accommodate the proposed use. The existing site has a fully approved building that will accommodate the proposed use. The use will not warrant modifications to the current layout of the existing building. The proposed use will utilize the existing layout to conduct the hand car wash within the existing structure footprint, and will provide parking at the rear of the property accommodating the use to the site.
2. The subject site has sufficient access to public streets and highways adequate in width and pavement type, to carry the quantity and quality of vehicular and pedestrian traffic expected to be generated by the proposed use. The subject site is located on Gage Avenue which is an arterial street that can handle the current and future generated traffic for this existing facility being such that the use of the facility is a Car wash business and therefore any patrons utilizing the service will have their vehicle parked within the car wash bay area and not within any designated parking facility. Additionally, the site is arranged to provide adequate circulation for ingress and egress from Sherman Way, effectively eliminating any direct traffic incidents on Gage Avenue directly off the site.
3. The existing building to be utilized in conjunction with the use will be architecturally compatible with the existing and prospective uses of land located in the immediate vicinity of the site. The applicant will not modify the exterior of the building other than to paint the exterior surfaces to renew the appearance of the existing building.
4. The location of the proposed use on the site is compatible with existing and proposed uses along the along Gage Avenue. The proposed hand Car wash 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 uses that will complement the proposed use. Furthermore, the surrounding commercial/retail businesses and restaurants will benefit from the patronization of the traffic generated by the car wash patrons.
5. The conduct of the proposed use is in compliance with the applicable provisions of the general plan of the City of Bell. The proposed use will promote economic

stability through the diversification of the commercial base and develop employment opportunities.

CONDITIONS OF APPROVAL

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

- 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. 2011-09; and
1. That Israel Vasquez is the sole holder of this entitlement; and
 2. That the applicant shall hold the appropriate licensing and certification to operate hand car wash facility including but not limited to obtaining approval from the County Sanitation Districts, and comply with the National Pollutant Discharge Elimination System requirements, and only with a valid conditional use permit (CUP No. 2011-07); and
 3. This CUP governs the entire site though the only proposed occupancy for this entitlement is for the 1,000 square foot Hand Car Wash known as 5080 Gage Avenue. Any intensification of use proposed in other parts of the existing building shall necessitate an amendment to this CUP. The applicant shall maintain the entire site in a good, first class condition as provided in condition 18. Additionally, if future developments are proposed, the exterior of the entire building may be further modified to conform in architectural appearance with the entire site project.
 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 the permit to be subject to the revocation process as noted in Bell Municipal Code section 17.96.170 ; and
 6. That any increase in the use permitted as a part of this Conditional Use Permit shall be cause to review the Conditional Use Permit; 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 California Building Code 2010, 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. 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:
 - a. Parked on the property except in marked parking spaces; and
 - b. Parked on the property unless owned and operated by patrons and/or employees of the building; and
 - c. Parked overnight; and
11. That all exterior building surfaces, including but not limited to doors and windows shall be properly cleaned and maintained at all times, 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, employee parking and any other ancillary forms of parking provided; 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 and shall be located in a manner that will not impede vehicular motion on the property; and
18. Applicant, agrees to maintain the property and all related on-site improvements and landscaping thereon, including, without limitation, buildings, parking areas, lighting, signs and walls in a first class condition and repair, free of rubbish, debris and other hazards to persons using the same, and in accordance with all applicable laws, rules, ordinances and regulations of all Federal, State, County and local bodies and agencies having jurisdiction, at applicant's sole cost and expense. Such maintenance and repair shall include, but not be limited to, the following: (i) sweeping and trash removal; (ii) the care and replacement of all shrubbery, plantings, and other landscaping in a healthy condition; and (iii) the repair, replacement and restriping of asphalt or concrete paving using the same type of material originally installed, to the end that such paving at all times be kept in a level and smooth condition; and
19. 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
20. 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
21. That copies of said licenses and certifications shall be maintained on file with the City of Bell in perpetuity; and
22. That it shall be the responsibility of the Applicant to obtain a resolution pertaining to this Planning Commission action, Conditional Use Permit No. 2011-09; 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

24. 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
25. That the Applicant shall be responsible for filing any and all pertinent documents with the Los Angeles County Recorder's Office.
26. That the applicant shall comply with all Federal, State, County, and Local laws and ordinances that may apply to this permit.

Attachments

- Exhibits:
- "A" – Conditional Use Permit Application
 - "B" – Environmental Notice of Exemption
 - "C" – Floor Plan
 - "D" – Radius Map

RESOLUTION 2011-51

A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF BELL APPROVING CONDITIONAL USE PERMIT NO. 2011-09 TO ALLOW A 1,000 SQUARE FOOT HAND CAR WASH FACILITY TO BE LOCATED WITHIN AN EXISTING AUTOMOBILE TIRE AND ACCESSORY BUSINESS ON A 28,354 SQUARE FOOT SITE. THE SUBJECT PROPERTY IS LOCATED AT 5080 GAGE AVENUE IN BELL CA. APN 6327-021-025.

A. RECITALS

WHEREAS, Israel Vasquez (the Applicant") filed a complete application requesting the approval of Conditional Use Permit 2011-09 described herein ("Application");

WHEREAS, the Application pertains to an approximate 28,354 square foot property on Los Angeles County Assessor's Parcel number 6327-021-025, more commonly known as 5080 Gage Avenue, Bell, California ("Property");

WHEREAS, the Applicant requests approval of a Conditional Use Permit) to allow a 1,000 square foot Hand Car Wash facility to be located within an existing building, pursuant to Bell Municipal Code, Chapter 17.96.030.23.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 November 9, 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 November 9, 2011 public hearing, including public testimony and written and oral staff reports, this Commission finds as follows:
 - a. The site for the proposed use is adequate in size, shape and topography to accommodate the proposed use. The existing site has a fully approved building that will accommodate the proposed use. The use will not warrant modifications to the current layout of the existing building. The proposed use will utilize the existing layout to conduct the hand car wash within the existing structure footprint, and will provide parking at the rear of the property accommodating the use to the site.
 - b. The subject site has sufficient access to public streets and highways adequate in width and pavement type, to carry the quantity and quality of vehicular and pedestrian traffic expected to be generated by the proposed use. The subject site is located on Gage Avenue which is an arterial street that can handle the current and future generated traffic for this existing facility being such that the use of the facility is a Car wash business and therefore any patrons utilizing the service will have their vehicle parked within the car wash bay area and not within any designated parking facility. Additionally, the site is arranged to provide adequate circulation for ingress and egress from Sherman Way, effectively eliminating any direct traffic incidents on Gage Avenue directly off the site.
 - c. The existing building to be utilized in conjunction with the use will be architecturally compatible with the existing and prospective uses of land located in the immediate vicinity of the site. The applicant will not modify the exterior of the building other than to paint the exterior surfaces to renew the appearance of the existing building.
 - d. The location of the proposed use on the site is compatible with existing and proposed uses along the along Gage Avenue. The proposed hand Car wash 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 uses that will complement the proposed use. Furthermore, the surrounding commercial/retail businesses and restaurants will benefit from the patronization of the traffic generated by the car wash patrons.

- e. The conduct of the proposed use is in compliance with the applicable provisions of the general plan of the City of Bell. The proposed use will promote economic stability through the diversification of the commercial base and develop employment opportunities.

Based upon the foregoing findings, the Planning Commission hereby approves Conditional Use Permit No. 2011-07, 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. 2011-09; and
- 1. That Israel Vasquez is the sole holder of this entitlement; and
- 2. That the applicant shall hold the appropriate licensing and certification to operate hand car wash facility including but not limited to obtaining approval from the County Sanitation Districts, and comply with the National Pollutant Discharge Elimination System requirements, and only with a valid conditional use permit (CUP No. 2011-07); and
- 3. This CUP governs the entire site though the only proposed occupancy for this entitlement is for the 1,000 square foot Hand Car Wash known as 5080 Gage Avenue. Any intensification of use proposed in other parts of the existing building shall necessitate an amendment to this CUP. The applicant shall maintain the entire site in a good, first class condition as provided in condition 18. Additionally, if future developments are proposed, the exterior of the entire building may be further modified to conform in architectural appearance with the entire site project.
- 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 the permit to be subject to the revocation process as noted in Bell Municipal Code section 17.96.170 ; and
6. That any increase in the use permitted as a part of this Conditional Use Permit shall be cause to review the Conditional Use Permit; 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 California Building Code 2010, 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. 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:
 - a. Parked on the property except in marked parking spaces; and
 - b. Parked on the property unless owned and operated by patrons and/or employees of the building; and
 - c. Parked overnight; and
11. That all exterior building surfaces, including but not limited to doors and windows shall be properly cleaned and maintained at all times, 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, employee parking and any other ancillary forms of parking provided; 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 and shall be located in a manner that will not impede vehicular motion on the property; and
18. Applicant, agrees to maintain the property and all related on-site improvements and landscaping thereon, including, without limitation, buildings, parking areas, lighting, signs and walls in a first class condition and repair, free of rubbish, debris and other hazards to persons using the same, and in accordance with all applicable laws, rules, ordinances and regulations of all Federal, State, County and local bodies and agencies having jurisdiction, at applicant's sole cost and expense. Such maintenance and repair shall include, but not be limited to, the following: (i) sweeping and trash removal; (ii) the care and replacement of all shrubbery, plantings, and other landscaping in a healthy condition; and (iii) the repair, replacement and restriping of asphalt or concrete paving using the same type of material originally installed, to the end that such paving at all times be kept in a level and smooth condition; and
19. 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
20. 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
21. That copies of said licenses and certifications shall be maintained on file with the City of Bell in perpetuity; and

22. That it shall be the responsibility of the Applicant to obtain a resolution pertaining to this Planning Commission action, Conditional Use Permit No. 2011-09; 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
24. 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
25. That the Applicant shall be responsible for filing any and all pertinent documents with the Los Angeles County Recorder's Office.
26. That the applicant shall comply with all Federal, State, County, and Local laws and ordinances that may apply to this permit.

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

ADOPTED this 9th Day of November, 2011

Ali Saleh
Mayor

ATTEST:

Rebecca Valdez, CMC
City Clerk

I CERTIFY that the foregoing Resolution No. 2011-51 was adopted by the Planning Commission of the City of Bell at a regular meeting thereof held on the 9th day of November, 2011 by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

Rebecca Valdez, CMC
City Clerk