City Council Agenda

Regular Meeting

Bell City Council

Wednesday, October 17, 2012

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

Bell Community Center
6250 Pine Avenue

Ali Saleh
Mayor

Violeta Alvarez
Vice-Mayor

Danny Harber
Council Member

Ana Maria Quintana
Council Member

Nestor E. Valencia
Council Member

Welcome to the City Council Meeting

The Bell City Council and staff welcome you. This is your City Government. Individual participation is a basic part of American Democracy and all Bell residents are encouraged to attend meetings of the City Council. Regular City Council meetings are held the first and third Wednesday of the month at 7:00 p.m., Bell Community Center, 6250 Pine Avenue. For more information, you may call City Hall during regular business hours 8:00 a.m. to 4:00 p.m., Monday through Friday at (323) 588-6211 Extension 217.

City Council Organization

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

Addressing the City Council

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

Compliance with Americans with Disabilities Act

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

Statement Regarding Compensation for Members of the Bell City Council

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

CITY OF BELL, CALIFORNIA

REGULAR MEETING OF THE

Bell City Council/Bell Community Housing Authority/Successor Agency to the Bell Community Redevelopment Agency/ Bell Public Finance Authority/Bell Planning Commission

October 17, 2012

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

Bell Community Center
6250 Pine Avenue

Call to Order

Roll Call of the City Council in their capacities as Councilmembers/Members of all Related Agencies: Harber, Quintana, Valencia, Alvarez, and Saleh

Communications from the Public on Closed Session Items

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

Closed Session

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

   a) CONFERENCE WITH LEGAL COUNSEL- EXISTING LITIGATION (Subdivision (a) of Section 54956.9) Name of Case: *Dexia Credit Local v. City of Bell, Bell Public Financing Authority*
   b) CONFERENCE WITH LEGAL COUNSEL--EXISTING LITIGATION (Subdivision (a) of Section 54956.9); Name of case: *Bell v. Best Best & Krieger; LASC BC466436*

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

   d) CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION (Subdivision (a) of Section 54956.9); Name of case: *David Mango v. City of Maywood et. al.* (Case No. CV 11-05641 GW (FFMX))

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

f) CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION (Subdivision (a) of Section 54956.9); Name of case: *Luis Ramirez v. Bell (Supplemental Retirement Plan) BC 474118.*

g) CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION Significant exposure to litigation (Government Code Section 54956.9(b)) (five (5) potential case)

Reconvene Regular Meeting

Pledge of Allegiance

City Attorney Report

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

Communications from the Public

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

Presentations

Proclamation Proclaiming October 28, 2011 as "National Immigrant's Day". *(Requested by Councilmember Valencia)*

Consent Calendar

The following Consent Calendar items are expected to be routine and non-controversial. They are acted upon by the City Council and related authorities at one time without discussion.

Recommendation: Approve items No. 2 and 3

2. Approval of General Warrants, Successor Agency to the Bell Community Redevelopment Agency Warrants and Community Housing Authority Warrants dated October 17, 2012. *(Council/Successor Agency to the Bell Community Redevelopment Agency /Bell Community Housing Authority)*

3. Receive and File City of Bell, Bell Successor Agency and Bell Surplus Property Authority Investment Reports at August 31, 2012.

Public Hearing

The following items have been posted as a Public Hearing as required by law. The Mayor will open the meeting to receive public testimony only on the Public Hearing item.

4. Consideration of Development of a Proposed 3,393 Square Foot Retail Building, located at 4714 Gage Avenue. Applicant: Angelo Karmos. *(Planning Commission) Continued from 09/19/12 meeting.*

Recommendation: Approved the proposed development and adopt the following resolutions in the following sequence.

1. **Resolution No. 2012-64PC Approving Architectural Review Board No. 2012-03.**

RESOLUTION NO. 2012-64PC: A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF BELL APPROVING ARCHITECTURAL REVIEW BOARD NO. 2012-03 FOR THE KARMOS PLAZA DEVELOPMENT PROJECT. THE ARCHITECTURAL REVIEW BOARD PROVIDES THE STANDARDS FOR CONSTRUCTION AND OPERATION OF A 3,393 SQUARE FOOT COMMERCIAL RETAIL BUILDING WITH 21 VEHICULAR PARKING SPACES, 1 LOADING SPACE AND 924 SQUARE FEET OF LANDSCAPING; TO BE CONSTRUCTED ON ONE 12,500 SQUARE FOOT PARCEL; GENERALLY LOCATED BETWEEN PROSPECT AND VINEVALE AVENUES; 4714 GAGE AVENUE, CITY OF BELL, CA 90201 (APN: 6326-007-012).

2. **Resolution No. 2012-66PC Approving Mitigated Negative Declaration and Mitigation Monitoring Program.**

RESOLUTION NO. 2012-66PC: A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF BELL APPROVING A MITIGATED NEGATIVE DECLARATION AND MITIGATION MONITORING AND REPORTING PROGRAM FOR THE KARMOS PLAZA DEVELOPMENT PROJECT, INCLUDING ARCHITECTURAL REVIEW BOARD NO. 2012-03 FOR THE CONSTRUCTION AND OPERATION OF 3,393 SQUARE FOOT COMMERCIAL RETAIL BUILDING WITH 21 VEHICULAR PARKING SPACES, 1 LOADING SPACE AND 924 SQUARE FEET OF LANDSCAPING; TO BE CONSTRUCTED ON ONE 12,500 SQUARE FOOT PARCEL; GENERALLY LOCATED BETWEEN PROSPECT AND VINEVALE AVENUES' 4714 GAGE AVENUE, CITY OF BELL, CA 90201 (APN: 6326-007-012).

Business Calendar

5. Consideration of Resolution No. 2012-74 Approving the Housing Due Diligence Review and Authorizing the Transmittal of the Review to the Oversight Board and Other Agencies as Required by Law. *(Council/Successor Agency of the Bell Community Redevelopment Agency) Continued from the 10/03/12 meeting.*

Recommendation: Adopt the resolution authorizing the transmittal of the Housing Due Diligence Review (DDR) and other related documents to the Oversight Board and to other affected entities as required by Section 34179.6 of the California Health and Safety Code.

RESOLUTION NO. 2012-74: A RESOLUTION OF THE SUCCESSOR AGENCY TO THE BELL COMMUNITY REDEVELOPMENT AGENCY APPROVING THE DUE DILIGENCE REVIEW OF THE AMOUNT TRANSFERRED FROM THE BELL COMMUNITY REDEVELOPMENT AGENCY TO THE BELL HOUSING SUCCESSOR AGENCY AND AUTHORIZING STAFF TO TRANSMIT THE REVIEW, ALONG WITH THE RECOGNIZED OBLIGATION PAYMENT SCHEDULE, TO THE OVERSIGHT BOARD AND OTHER ENTITIES AS REQUIRED BY SECTION 34179.6 OF THE CALIFORNIA HEALTH AND SAFETY CODE.

6. Consideration of Creation of a New Management Analyst Position in the Community Development Department. *(Council)*

Recommendation: Authorize the creation of a new Management Analyst position in the Community Development Department beginning this fiscal year 2012-2013.

7. Consideration of an Exempt/At-Will Housing Manager Position. *(Council)*

Recommendation: Authorize the creation of a Housing Manager position beginning this fiscal year 2012-2013.

8. Consideration of Five Year Pavement Management Work Plan. *(Council)*

Recommendation: Approve the Five Year Pavement Management Work Plan, including the list of pavement maintenance projects for the next two years, and the 2012/2013 Pavement Rehab Project projects at a cost of $2,120,000.

9. Consideration of a Contract Agreement with Martin & Chapman to provide Election Consulting Services. *(Council)*

Recommendation: Approve the contract agreement with Martin & Chapman in the amount not to exceed $36,590.75 for Election Consulting Services, effective October 17, 2012 through June 30, 2013.

10. Consideration of the Lobbyist Services Request For Proposal (RFP). *(Council)*

Recommendation:

1) Approve the RFP for Lobbyist Services and authorize staff to release the document; or

2) Provide staff with comments on the RFP for Lobbyist Services and authorize staff to release the RFP once Council comments have been incorporated.

11. Consideration of the New City of Bell Website Design Concepts. *(Council)*

Recommendation:

1. Receive the results from the New City of Bell Website Design Survey; and

2. Identify a preferred Website Design concept and authorize staff to implement the design; or

3. Provide recommendations to staff regarding the preferred Website Design Concept and authorize staff to implement the design once Council recommendations have been incorporated.

12. Jail Facility Update. *(Council)*

Recommendation: Receive and file.

13. The Utility User Tax- An Introduction. *(Council)*

Recommendation: Receive and file.

14. Discussion regarding Charter Reform Commission. *(Requested by Councilmember Quintana)*

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 the Mayor and City Councilmembers

Adjournment

Next Regular Meeting, Wednesday, November 7, 2012

I, Rebecca Valdez, CMC, City Clerk of the City of Bell, certify that a true, accurate copy of the foregoing agenda was posted on October 12, 2012, at least seventy-two (72) hours prior to the meeting as required by law.

Rebecca Valdez, CMC
City Clerk

MEETING OF THE

BELL CITY COUNCIL/BELL COMMUNITY HOUSING AUTHORITY/SUCCESSOR AGENCY TO THE BELL COMMUNITY REDEVELOPMENT AGENCY/PLANNING COMMISSION

October 17, 2012

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

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General

Warrants
(10/3-12/12)

City Council Meeting of October 17, 2012

CHECK NO	DATE	BATCH	VENDOR/DESCRIPTION	AMOUNT
50718	10/03/12	121004	ICSC CONFERENCE-10/10-11/12 J. PEREZ	475.00
50719	10/05/12	121004	STEVEN FINKLESTEIN LODGING-10/29-11/2/12 SUBSISTENCE-10/8-12/12	616.45
50720	10/08/12	121004	STANDARD INSURANCE COMPANY LIFE/ACCIDENTAL INS-SEP'12 LIFE/ACCIDENTAL INS-OCT'12	2,255.00
50721	10/08/12	121004	VOID VOID-TEST PRINT	0.00
50722	10/08/12	121004	AT&T TELEPHONE BILLING-9/7-10/6/12 BELL P.D.	64.32
50723	10/08/12	121004	AT&T MOBILITY TELEPHONE BILLING-8/21-9/20/12 BELL P.D. TELEPHONE BILLING-8/24-9/23/12 BELL P.D.	1,110.45
50724	10/08/12	121004	THE GAS COMPANY GAS BILLING-8/10-9/11/12 MULTIPLE ADDRESSES	162.40
50725	10/08/12	121004	GOLDEN STATE WATER COMPANY WATER BILLING-8/23-9/25/12 7006 WALKER AVE-RSAP WATER BILLING-8/21-9/21/12 4400 GAGE AVE-FOOD STATION	38.21
50726	10/08/12	121004	HOME DEPOT CREDIT SERVICES HARDWARE SUPPLIES HARDWARE SUPPLIES HARDWARE SUPPLIES HARDWARE SUPPLIES HARDWARE SUPPLIES HARDWARE SUPPLIES HARDWARE SUPPLIES HARDWARE SUPPLIES HARDWARE SUPPLIES HARDWARE SUPPLIES HARDWARE SUPPLIES HARDWARE SUPPLIES HARDWARE SUPPLIES	852.52
50727	10/08/12	121004	JUST TIRES TIRES-BELL P.D.	863.21
50728	10/08/12	121004	SOUTHERN CALIFORNIA EDISON ELECTRICAL BILLING-8/21-9/20	14,930.64

CHECK NO	DATE	BATCH	VENDOR/DESCRIPTION	AMOUNT
			5007 FLORENCE PED ELECTRICAL BILLING-7/23-9/18 VARIOUS STREET LIGHT ACCOUNTS ELECTRICAL BILLING-8/16-9/17 4357 GAGE AVE-SKB PARK	
50729	10/08/12	121004	TELEPACIFIC COMMUNICATIONS TELEPHONE BILLING-9/23-10/22	3,838.19
50730	10/08/12	121004	WELLS FARGO REMITTANCE CENTER NATURAL GAS-PUBLIC WORKS ICSC REGISTRATION-CITY MANAGER LODGING-N. VALENCIA CREDIT/LODGING-CITY MANAGER	734.89
50731	10/10/12	121004	CITY OF BELL PAYROLL FUND PAYROLL DEPOSIT-PAY 10/12/12	236,214.17
50732	10/12/12	121004	VOID VOID-TEST PRINT	0.00
50733	10/12/12	121004	VOID VOID-TEST PRINT	0.00
50734	10/12/12	121004	AT&T TELEPHONE BILLING-8/27-9/26/12 BELL P.D.	286.97
50735	10/12/12	121004	DELTA DENTAL SERVICE DENTAL INS ADM FEE-SEP'12 DENTAL INS CLAIMS-SEP'12	4,296.20
50736	10/12/12	121004	VISION SERVICE PLAN (CA) VISION INS ADM FEE-OCT'12 VISION INS CLAIMS-SEP'12	2,562.73
50737	10/12/12	121004	VOID VOID-TEST PRINT	0.00
50738	10/12/12	121005	VOID VOID-TEST PRINT	0.00
50739	10/12/12	121005	A-1 ENGRAVING CO, INC ENGRAVED CASE-P.D.	120.00
50740	10/12/12	121005	ADMIN SURE WORKER'S COMP SVCS-OCT'12	1,900.00
50741	10/12/12	121005	FRANCISCO AGUILERA REFUND-PARKING CITE#100032830	56.50
50742	10/12/12	121005	ALESHIRE & WYNDER, LLP LEGAL SVCS-7/3-9/12 ASSESSMENT/BOND LEGAL SVCS-6/1-7/25/12	63,321.53

CHECK NO	DATE	BATCH	VENDOR/DESCRIPTION	AMOUNT
			FINANCIAL INVESTIGATIONS	
			LEGAL SVCS-7/17-24/12	
			SEC INVESTIGATIONS	
			LEGAL SVCS-7/2-31/12	
			DEXIA VS BELL	
			LEGAL SVCS-7/5-31/12	
			UNLAWFUL DETAINERS	
			LEGAL SVCS-7/3-31/12	
			LABOR	
			LEGAL SVCS-7/2-31/12	
			D7J ENGINEERING VS BELL	
			LEGAL SVCS-7/16-31/12	
			RICHARD FISHER VS BELL	
			LEGAL SVCS-7/2-31/12	
			RAMIREZ,LUIS VS BELL	
			LEGAL SVCS-7/2-31/12	
			RIZZO, ROBERT VS BELL	
			LEGAL SVCS-7/2-31/12	
			SORIA MARIA VS BELL	
			LEGAL SVCS-7/3-31/12	
			ATTORNEY GENERAL LITIGATION	
			LEGAL SVCS-6/5-7/27/12	
			MARTINEZ,RENE VS BELL	
			LEGAL SVCS-7/3-31/12	
			FIGUEROA,ELVIA VS BELL	
50743	10/12/12	121005	ALESHIRE & WYNDER, LLP	29,653.19
			LEGAL SVCS-7/5-31/12	
			LITIGATION	
			LEGAL SVCS-6/6-7/31/12	
			PERSONNEL	
			LEGAL SVCS-6/11-7/30/12	
			PUBLIC WORKS/ENGINEERING	
			LEGAL SVCS-7/5-31/12	
			AGENCY	
			LEGAL SVCS-HOUSING	
			LEGAL SVCS-7/9-31/12	
			REFUSE	
			LEGAL SVCS-7/20-26/12	
			REIMBURSABLE	
			LEGAL SVCS-7/3-31/12	
			RISK MANAGEMENT	
			LEGAL SVCS-7/3-31/12	
			AGENCY REAL PROPERTY	
			LEGAL SVCS-7/9-31/12	
			CORCORAN,JAMES VS BELL	
			LEGAL SVCS-3/14-3/31/12	
			MANGO,DAVID VS MAYWOOD	
			LEGAL SVCS-7/10-31/12	
			RAMIREZ,LISA VS CO OF LA	
			LEGAL SVCS-7/13-27/12	
			SPACCIA ANGELA VS BELL	
			LEGAL SVCS-4/16-5/15/12	
			BB&K,EDWARD LEE VS BELL	

CHECK NO	DATE	BATCH	VENDOR/DESCRIPTION	AMOUNT
50744	10/12/12	121005	ALESHIRE & WYNDER, LLP LEGAL SVCS-7/1-31/12 GENERAL LEGAL SVCS-6/1-7/31/12 PLANNING LEGAL SVCS-7/5-18/12 GO BONDS LEGAL SVCS-7/27/12 PITCHESS MOTIONS LEGAL SVCS-7/31/12 POLICE INVESTIGATONS	10,056.89
50745	10/12/12	121005	ALL ACTION SECURITY SECURITY GUARD SVCS-9/1,8,15 COMMUNITY CENTER SECURITY GUARD SVCS-9/22 & 27	2,652.19
50746	10/12/12	121005	OMAR ALVARADO REFUND-PARKING CITE#4046151	969.00
50747	10/12/12	121005	GABRIELA ANDRADE REFUND-PLAYSCHOOL G. ANDRADE	50.00
50748	10/12/12	121005	BETTY L. ATCHISON INSURANCE BENEFIT-SEP'12	75.00
50749	10/12/12	121005	AVERY ASSOCIATES LABOR RELATIONS-AUG'12	547.61
50750	10/12/12	121005	BELCHER & ASSOCIATES INTERIM CHIEF OF PD-10/1-15	6,500.00
50751	10/12/12	121005	BELL SERVICE CENTER FLAT SERVICE FEE-AUG'12 OIL PRESSURE SWITCH-UNIT #354 VARIOUS REPAIRS-UNIT #355 LUBE/OIL/FILTER,MOUNT TIRES VARIOUS REPAIRS-UNIT #353 LUBE/OIL/FILTER AIR CONDITIONING SYSTEM VARIOUS REPAIRS-UNIT #341 SPARK PLUGS REPLACED VARIOUS REPAIRS-UNIT #343 DOOR OPERATION CHECK/TEST COOLING SYSTEM-UNIT #363 CODE 3 LIGHTS-UNIT #359 VARIOUS REPAIRS-UNIT #100 MOUNT TIRES LUBE/OIL/FILTER TIRES-UNIT #335 VARIOUS REPAIRS-UNIT #363 LUBE/OIL/FILTER REPLACE WATER PUMP	2,759.68

CHECK NO	DATE	BATCH	VENDOR/DESCRIPTION	AMOUNT
			LUBE/OIL/FILTER-UNIT #352 FLAT SERVICE FEE-SEP'12	
50752	10/12/12	121005	CALIFORNIA BUILDING STANDARDS BSAF FEE REPORT-JUL-SEP'12	36.00
50753	10/12/12	121005	VERONICA CASTANEDA SUBSISTENCE-10/29-31/12	30.00
50754	10/12/12	121005	LUCIA CASTILLO BALLET INSTRUCTOR-9/10-10/15	596.00
50755	10/12/12	121005	CCCA-CALIFORNIA CONTRACT CITY MANAGER MEETING-9/27/12 D. WILLMORE	31.75
50756	10/12/12	121005	CHANGE COMMUNITIES CITY CLERK WEBSITE SVCS-SEP'12	500.00
50757	10/12/12	121005	JERRY CLINE INSURANCE BENEFIT-SEP'12	75.00
50758	10/12/12	121005	COMSERCO, INC. MAINT BILLING-OCT'12 BELL P.D.	1,071.00
50759	10/12/12	121005	CSULB FOUNDATION TUITION-11/5-9/12 A.RUIZ	395.00
50760	10/12/12	121005	DATASTREAM BUSINESS SOLUTIONS, SOFTWARE MAINTENANCE AGRMNT 10/1-12/31/12 HP 9000/HP ELOQUENCE DATA STREAM SOFTWARE HP 9000 PROGRAMMING-8/1-31/12 ACCOUNTS PAYABLE/PAYROLL	1,337.50
50761	10/12/12	121005	DEPT. OF CONSERVATION SMIP FEE REPORT-JUL-SEP'12	27.75
50762	10/12/12	121005	VINCENT DIAZ KUNG FU INSTRUCTOR-9/11-10/18	156.80
50763	10/12/12	121005	DUNN-EDWARDS CORP. PAINT SUPPLIES-BELL P.D. PAINT SUPPLIES-BELL P.D. PAINT SUPPLIES-BELL P.D. PAINT SUPPLIES-BELL P.D. PAINT SUPPLIES-BELL P.D. PAINT SUPPLIES-C.CTR	186.56
50764	10/12/12	121005	ELITE SPECIAL EVENTS HALLOWEEN EVENT-10/27/12	5,670.00
50765	10/12/12	121005	CORINA ENRIQUEZ REFUND-BELL PLAYSCHOOL	50.00

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CHECK NO	DATE	BATCH	VENDOR/DESCRIPTION	AMOUNT
			J. LIZARRAGA	
50766	10/12/12	121005	NORDIS PARENTE BUSINESS CARDS-Y. PARK BUSINESS CARDS-A. QUINTANA BUSINESS CARDS-J. BETTA	190.31
50767	10/12/12	121005	FEDERAL EXPRESS DELIVERY SVCS-CDD/ENGINEERING/ FINANCE	107.70
50768	10/12/12	121005	GREGORIO FERNANDEZ REFUND-PARKING CITE#4037390	118.00
50769	10/12/12	121005	MARICELLA GARCIA REFUND-PARKING CITE#100021759	145.00
50770	10/12/12	121005	GRAFFITI CONTROL SYSTEMS GRAFFITI REMOVAL SVCS-SEP'12	7,819.00
50771	10/12/12	121005	HUB INTERNATIONAL INSURANCE LIABILITY INSURANCE-C. CTR OCTOBER 2012	586.68
50772	10/12/12	121005	INDEPENDENT CITIES ASSOCIATION MEMBERSHIP DUES-'12 D. WILLMORE	1,632.00
50773	10/12/12	121005	INTELESYS COMMUNICATIONS TELEPHONE SERVER-LB PK MISC PARTS-C. HALL/C. CTR	2,601.31
50774	10/12/12	121005	INTELLI-TECH WRLS ACCESS POINT-C. HALL/P. D.	2,164.13
50775	10/12/12	121005	INTERWEST CONSULTING GROUP INC PROF SVCS-8/1-31/12 CONTRACT MGMT STAFF SUPPORT	13,200.00
50776	10/12/12	121005	KELDON PAPER COMPANY PAPER-FINANCE	623.25
50777	10/12/12	121005	L. B. JOHNSON HARDWARE CO #1 HARDWARE SUPPLIES-SIGN POLES HARDWARE SUPPLIES BUILDING REPAIRS CITY HALL J. PEREZ	57.04
50778	10/12/12	121005	LAW OFFICES OF VINCENT W. DAVIS SETTLEMENT AGREEMENT	400.00
50779	10/12/12	121005	LAW OFFICES OF VINCENT W. DAVIS SETTLEMENT AGREEMENT	400.00
50780	10/12/12	121005	LAW OFFICES OF VINCENT W. DAVIS	400.00

CHECK NO	DATE	BATCH	VENDOR/DESCRIPTION	AMOUNT
			SETTLEMENT AGREEMENT	
50781	10/12/12	121005	LAW OFFICES OF VINCENT W. DAVIS SETTLEMENT AGREEMENT	400.00
50782	10/12/12	121005	LAW OFFICES OF VINCENT W. DAVIS SETTLEMENT AGREEMENT	400.00
50783	10/12/12	121005	LAW OFFICES OF VINCENT W. DAVIS SETTLEMENT AGREEMENT	400.00
50784	10/12/12	121005	LAW OFFICES OF VINCENT W. DAVIS SETTLEMENT AGREEMENT	400.00
50785	10/12/12	121005	MAD HAUS CREATIVE, INC. WEB UPDATES-SEP'12	382.50
50786	10/12/12	121005	MEDINA CONSTRUCTION LANDSCAPING MAINT-OCT'12 RIVER BED TO LIVE OAK P.W/GEN MAINT SVCS-OCT'12 LANDSCAPING MAINT-OCT'12 CITY FACILITIES CHANSLOR & FLORENCE REPAIRS WHEELCHAIR RAMP-4941 MANSFIELD	33,485.00
50787	10/12/12	121005	NALEO MEMBERSHIP DUES-A. QUINTANA	100.00
50788	10/12/12	121005	NLM CONSULTING SERVICES CONSULTING SVCS-GRANT U.S. SOCCER FOUNDATION FOOTPRINT FIELD GRANT PROGRAM GRANT	1,850.00
50789	10/12/12	121005	OCE IMAGISTICS INC. COPIER MAINT/SUPPLIES-AUG'12 C.CTR	34.00
50790	10/12/12	121005	OLDTIMERS FOUNDATION PARATRANSIT SVCS-SEP'12	34,699.80
50791	10/12/12	121005	ORANGE COUNTY SHERIFF'S DEPT TUITION-11/7/12 SC/GB	70.00
50792	10/12/12	121005	VOID VOID-PRINTER ERROR	0.00
50793	10/12/12	121005	VOID VOID-TEST PRINT	0.00
50794	10/12/12	121005	VOID VOID-TEST PRINT	0.00
50795	10/12/12	121005	VOID	0.00

CHECK NO	DATE	BATCH	VENDOR/DESCRIPTION	AMOUNT
			VOID-TEST PRINT	
50796	10/12/12	121005	PC MALL GOV CAL WINDOW LICENSES-USERS VIRTUAL SERVER-WINDOW LICENSE CITY HALL UPGRADES 5 PC'S/2 MONITORS	12,102.28
50797	10/12/12	121005	PRAXAIR DISTRIBUTION INC EQUIPMENT RENTAL-C.CTR	41.08
50798	10/12/12	121005	PRICON ENTERPRISE TECHNOLOGIES THINKPAD-M.PRADO	85.91
50799	10/12/12	121005	QUICK DISPENSE MISC SUPPLIES-BELL P.D. MISC SUPPLIES-C.HALL MISC SUPPLIES-BELL P.D.	582.30
50800	10/12/12	121005	QUILL CORPORATION OFFICE SUPPLIES-FINANCE OFFICE SUPPLIES-TECH CTR OFFICE SUPPLIES-FINANCE OFFICE SUPPLIES-CDD OFFICE SUPPLIES-PARKS & REC	843.58
50801	10/12/12	121005	ANA MARIA QUINTANA TRAVEL REIMB-9/5-6/12 NATIONAL LEAGUE OF CITIES SAN DIEGO	115.95
50802	10/12/12	121005	REPUBLIC ITS INC TRAFFIC SIGNAL MAINT-AUG'12 TRAFFIC SIGNAL-AUG'12 RESPONSE CALL OUTS & REPAIRS	3,924.00
50803	10/12/12	121005	RAFAEL C. REYES REFUND-PARKING CITE#4043520	399.25
50804	10/12/12	121005	RIO HONDO COLLEGE TUITION-SUMMER'12 C.VIZCARRA	184.00
50805	10/12/12	121005	JOSEFINA RIVAS AEROBICS INSTRUCTOR-9/10-10/18	1,024.00
50806	10/12/12	121005	RIVERSIDE COUNTY SHERIFF'S TUITION-10/29-31 V.CASTANEDA	148.00
50807	10/12/12	121005	ROSE M. ROMO REFUND-PARKING CITE#4036505	118.00
50808	10/12/12	121005	RODOLFO RUBIO REFUND-PARKING CITE#10004250	145.00
50809	10/12/12	121005	ANGELA RUIZ	50.00

CHECK NO	DATE	BATCH	VENDOR/DESCRIPTION	AMOUNT
			SUBSISTENCE-11/5-9/12	
50810	10/12/12	121005	ANA SARAVIA REFUND-PLAYSCHOOL K. SANCHEZ-SARAVIA	50.00
50811	10/12/12	121005	SAVAS SIGNWORKS DOOR INSTALLATION-P. D.	118.75
50812	10/12/12	121005	SECURITY SIGNAL DEVICES SECURITY ALARM MONITORING 10/1-12/31/12 BELL P. D. CCTV SVC CONTRACT-10/1-12/31	474.60
50813	10/12/12	121005	FABIOLA SERNA REFUND-HALL DEPOSIT 9/29/12	300.00
50814	10/12/12	121005	DAVID SERRANO REFEREE SVCS-BASEBALL SEP'12	1,344.00
50815	10/12/12	121005	SGX MEDIA HALLOWEEN EVENT FLYER	301.70
50816	10/12/12	121005	STATEWIDE TRANSCRIPTION SVCS TRANSCRIPTION SVCS-P. D.	107.25
50817	10/12/12	121005	CURTIS STEPHAN RISK MGMT CONTRACT-9/18-27/12	1,557.50
50818	10/12/12	121005	TASER INTERNATIONAL MISC EQUIPMENT-P. D.	18,501.74
50819	10/12/12	121005	TONY'S BODY SHOP VARIOUS REPAIRS-BELL P. D. 2008 CHARGER VARIOUS REPAIRS-BELL P. D. 2008 CHARGER	1,656.74
50820	10/12/12	121005	TOSHIBA AMERICA BUSINESS SOLUT TAXES-LEASED COPIER C. H.	95.84
50821	10/12/12	121005	MIGUEL VARGAS REFUND-PARKING CITE#100032994	232.50
50822	10/12/12	121005	WASTE SYSTEMS MANAGEMENT, LLC RFP FRANCHISE ROLL OUT SVCS	3,200.00
50823	10/12/12	121005	WELLS LOCK & KEY SERVICE CALL-FINANCE 17 FILE CABINET LOCKS SERVICE CALL-LB PK 4 KEYS 2 CORE PLUGS PLUG REPIN LOCKSMITH SVCS-P. D.	568.60

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CHECK NO	DATE	BATCH	VENDOR/DESCRIPTION	AMOUNT
			SERVICE CALL-VETS PK 6 KEYS	
TOTAL	106 CHECKS			549,064.59
*W0000722	09/20/12	121006	WELLS FARGO BANK EXCESS LIABILITY-3RD DEPO/CK# 6670-6674,6676-6678,6680-6682	9,000.00
W0000723	10/01/12	121007	CITY OF BELL PAYROLL FUND FICA & MEDI TAXES-PAY 9/28/12	12,038.45
W0000724	10/01/12	121007	WELLS FARGO BANK EXCESS LIABILITY-4TH DEPOSIT CK#6683-6699	9,000.00
W0000725	10/02/12	121007	WELLS FARGO BANK EXCESS LIABLITY-5TH DEPOSIT CK#6699-6719	9,000.00
W0000726	10/03/12	121007	CAL-PUBLIC EMPLOYEE RETIREMENT RTRMNT PAYMENT-PAY OF 9/28/12	82,714.10
W0000727	10/08/12	121007	WELLS FARGO BANK EXCESS LIABILITY-6TH DEPOSIT CK#6675,6679,6719-6775	65,000.00
W0000728	10/09/12	121007	PUBLIC EMPLOYEES' RETIREMENT HEALTH PREMIUM-OCT'12	112,551.10
TOTAL	7 WIRES			299,303.65
TOTAL				848,368.24

11

BCHA 1-
(Rental Units)
Bell Community Housing Authority

Warrants
(10/3-12/12)

City Council Meeting of October 17, 2012

CHECK NO	DATE	BATCH	VENDOR/DESCRIPTION	AMOUNT
2067	10/08/12	121024	VOID VOID-TEST PRINT	0.00
2068	10/08/12	121024	VOID VOID-TEST PRINT	0.00
2069	10/08/12	121024	THE GAS COMPANY GAS BILLING-8/10-9/11/12 4209 BELL AVE/BCHA GAS BILLING-8/10-9/11/12 6633 PINE AVE-LAUNDRY/BCHA	24.40
2070	10/08/12	121024	GOLDEN STATE WATER COMPANY WATER BILLING-8/21-9/21/12 6633 PINE AVE-LAUNDRY/BCHA WATER BILLING-8/21-9/21/12 4207 BELL AVE/BCHA WATER BILLING-8/23-9/25/12 6419 PROSPECT AVE/BCHA WATER BILLING-8/31-9/21/12 6633-B PINE AVE/BCHA WATER BILLING-8/21-9/21/12 6712-18 OTIS AVE/BCHA WATER BILLING-8/21-9/21/12 4416 GAGE AVE/BCHA WATER BILLING-8/21-9/21/12 6633-A PINE AVE/BCHA	633.10
2071	10/08/12	121024	SOUTHERN CALIFORNIA EDISON ELECTRICAL BILLING-8/13-9/12 6633 1/2 PINE AVE/BCHA ELECTRICAL BILLING-8/17-9/18 6304 KING AVE/BCHA	17.91
2072	10/08/12	121024	SOUTHERN CALIFORNIA EDISON ELECTRICAL BILLING-8/13-9/12 6633 PINE AVE/BCHA	52.26
TOTAL	6 CHECKS			727.67

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

Warrants
(10/3-12/12)

City Council Meeting of October 17, 2012

CHECK NO	DATE	BATCH	VENDOR/DESCRIPTION	AMOUNT
2073	10/08/12	121034	AT&T TELEPHONE BILLING-8/4-9/3/12 FLORENCE VILLAGE MHP TELEPHONE BILLING-8/4-9/3/12 BELL MHP	285.74
2074	10/08/12	121034	THE GAS COMPANY GAS BILLING-8/13-9/12/12 5246 FLORENCE AVE/FVMHP GAS BILLING-8/13-9/12/12 5162 FLORENCE AVE/FVMHP GAS BILLING-8/9-9/10/12 4874 GAGE AVE/BMHP GAS BILLING-8/10-9/11/12 6503 WILCOX AVE/BMHP	1,613.35
2075	10/08/12	121034	SOUTHERN CALIFORNIA EDISON ELECTRICAL BILLING-8/27-9/27 5162 FLORENCE AVE-MMHP/FVMHP	2,067.97
2076	10/12/12	121035	VOID VOID-TEST PRINT	0.00
2077	10/12/12	121035	VOID VOID-TEST PRINT	0.00
2078	10/12/12	121035	DOWNEY POOL SUPPLY POOL SUPPLIES-FVMHP	366.88
2079	10/12/12	121035	FIRST CHOICE MISC SUPPLIES-BMHP	183.42
2080	10/12/12	121035	MARTHA FONSECA MANAGEMENT SVCS-10/1-31/12 EVENINGS/WEEKENDS-FVMHP	585.00
2081	10/12/12	121035	G.T.CONSTRUCTION & LANDSCAPING GARDENING SVCS-SEP'12 BMHP GARDENING SVCS-SEP'12 FVMHP	3,380.00
2082	10/12/12	121035	WELLS LOCK & KEY SVC CALL/LOCKOUT/MAKE KEY-BMHP KEYS-FVMHP	107.75
TOTAL	10 CHECKS			8,590.11

City of Bell
Agenda Report

DATE: October 17, 2012

TO: Mayor and Members of the City Council

FROM: Ana Gutierrez, City Treasurer
Josh Betta, Finance Director

APPROVED BY:
Doug Willmore, City Manager

SUBJECT: **City of Bell, Bell Successor Agency and Bell Surplus Property Authority Investment Reports at August 31, 2012**

RECOMMENDATION:

Receive and file.

DISCUSSION OR BACKGROUND:

Per the requirements of the California Government Code and the City of Bell's Investment Policy, a monthly investment report is published that discloses the status of investments on a monthly basis.

The report includes types of investments, issuers, maturity dates, par values, and the current market value of each component of the portfolio.

While not a requirement, additional information is presented on City and Agency debt managed in a third-party trustee capacity.

The attached Investment Reports for the City, Successor Agency and Surplus Property Authority reflect the portfolio at the above-referenced date and are in conformity with the Statement of Investment Policy adopted by the City Council on May 2, 2005.

FISCAL IMPACT

None.

ATTACHMENTS

City Investment Report
Successor Agency Investment Report
Surplus Property Authority Investment Report
Investment Report Support Documentation

CITY OF BELL

INVESTMENT REPORT

August 31, 2012

City of Bell Investment Report

LAIF Deposit and Core Investments

August 2012

Report Date: 08/31/12

CUSIP	Issuer / Security	Par Amount	Coupon	Market Value *	Maturity Date	Call Date	Acquisition Cost	% of Portfolio	Acquisition Price	Days to Final	Days to Call	YTM (Purchase Y)	Final Wtd. Avg. Maturity	Effective Wtd. Avg. Maturity	Weighted Average Yield
	LAIF	1,485,988.15		1,485,988.15	09/01/12		1,485,988.15	77.21%	100.00	1		0.377%	0.77	0.77	0.291%
	Money Market	438,673.16		438,673.16	09/01/12		438,673.16	22.79%	100.00	1		0.010%	0.23	0.23	0.002%
	Totals	**$ 1,924,661.31**		**$ 1,924,661.31**			**$ 1,924,661.31**	**100.00%**					**1.00**	**1.00**	**0.293%**

Bank Balance (Wells Fargo General Checking): 5,734,119.99

Bank Balance (Wells Fargo Commercial Checking): 798,223.20

The City's investment and banking liquidity is sufficient for it to meet its expenditure requirements for the next 180 days. There have been no variances to the City Investment Policy.

* Current market valuation is required for investments with maturities of more than twelve months.

City of Bell
Funds and Investments Managed by Contracted (Third) Parties
August 2012

	Account Description	Acct #	Amount
Bell Community Housing Authority	Revenue Account	791640000	-
Lease Revenue Refunding Bonds	Interest Account	791640001	-
Issue of 2005	Principal Account	791640002	-
Trustee: US Bank	Reserve Account	791640003	1.00
Bell Public Financing Authority	Lease Payment Account	95447470	1.00
1998 Certificates of Participation	Reserve Account	95447471	1.00
Trustee: US Bank			
Bell Public Financing Authority	Revenue Fund	792338000	-
2005 Taxable Pension Revenue Bonds	Trust Fund	792338001	-
Trustee: US Bank			
Bell Public Financing Authority	Payment Account	119388000	1.00
Taxable Lease Revenue Bonds	Reserve Account	119388001	-
Issue 2007	Project Fund	119388005	1,990.58
Trustee: US Bank			
Total City Third Party Accounts			$ 1,994.58

BELL SUCCESSOR AGENCY

INVESTMENT REPORT

August 31, 2012

Bell Successor Agency Investment Report
All Investments
August 2012

Report Date: 08/31/12

CUSIP	Issuer / Security	Par Amount	Coupon	Purchase Date	Maturity Date	Call Date	Acquisition Cost	% of Portfolio	Acquisition Price	Days to Final	Days to Call	YTM (Purchase Y	Final Wtd. Avg. Maturity	Effective Wtd. Avg. Maturity	Weighted Average Yield
	LAIF	431.44			09/01/12		431.44	100.00%	100.00	1		0.377%	1.00	1.00	0.377%
	Totals	**$ 431.44**					**$ 431.44**	**100.00%**					**1.00**	**1.00**	**0.377%**

Bank Balance (Wells Fargo General Checking): 3,789,687.57

The Agency's investment and banking liquidity is sufficient for it to meet its expenditure requirements for the next 180 days. There have been no variances to the City Investment Policy.

* Current market valuation is required for investments with maturities of more than twelve months.

Successor Agency
Funds and Investments Managed by Contracted (Third) Parties
August 2012

	Account Description	Acct #	Amount
Bell Community Redevelopment Agency	Debt Service Fund	94689700	-
Project Area Tax Allocation Refunding Bonds	Interest Account	94689701	147.56
Issue 2003	Principal Account	94689702	-
Trustee: US Bank	Reserve Account	94689703	1.00
Total Agency Third Party Accounts			$ 148.56

BELL SURPLUS PROPERTY AUTHORITY

INVESTMENT REPORT

August 31, 2012

Bell Surplus Property Authority
All Investments
August 2012

Report Date: 08/31/12

CUSIP	Issuer / Security	Par Amount	Coupon	Purchase Date	Maturity Date	Call Date	Acquisition Cost	% of Portfolio	Acquisition Price	Days to Final	Days to Call	YTM (Purchase Y	Final Wtd. Avg. Maturity	Effective Wtd. Avg. Maturity	Weighted Average Yield
	LAIF	1,775.56			09/01/12		1,775.56	100.00%	100.00	1		0.377%	1.00	1.00	0.377%
	Totals	**$ 1,775.56**					**$ 1,775.56**	**100.00%**					**1.00**	**1.00**	**0.377%**

SUPPORTING DOCUMENTS TO THE INVESTMENT REPORTS

August 31, 2012

Local Agency Investment Fund
P.O. Box 942809
Sacramento, CA 94209-0001
(916) 653-3001

www.treasurer.ca.gov/pmia-laif
October 05, 2012

CITY OF BELL

CITY TREASURER
6330 PINE AVENUE
BELL, CA 90201

PMIA Average Monthly Yields

Account Number:
98-19-059

Tran Type Definitions

August 2012 Statement

Account Summary

Total Deposit:	0.00	Beginning Balance:	1,485,988.15
Total Withdrawal:	0.00	Ending Balance:	1,485,988.15

Local Agency Investment Fund
P.O. Box 942809
Sacramento, CA 94209-0001
(916) 653-3001

www.treasurer.ca.gov/pmia-laif
October 05, 2012

BELL COMMUNITY REDEVELOPMENT AGENCY

PMIA Average Monthly Yields

CITY TREASURER
6330 PINE AVENUE
BELL, CA 90201

Account Number:
65-19-011

Tran Type Definitions

August 2012 Statement

Account Summary

Total Deposit:	0.00	Beginning Balance:	431.44
Total Withdrawal:	0.00	Ending Balance:	431.44

Local Agency Investment Fund
P.O. Box 942809
Sacramento, CA 94209-0001
(916) 653-3001

www.treasurer.ca.gov/pmia-laif
October 05, 2012

SURPLUS PROPERTY AUTHORITY

PMIA Average Monthly Yields

CITY TREASURER
6330 PINE AVENUE
BELL, CA 90201

Account Number:
40-19-007

Tran Type Definitions

August 2012 Statement

Account Summary

Total Deposit:	0.00	Beginning Balance:	1,775.56
Total Withdrawal:	0.00	Ending Balance:	1,775.56

Bill Lockyer, State Treasurer

Inside the State Treasurer's Office

Local Agency Investment Fund (LAIF)

2012 LAIF CONFERENCE REGISTRATION

PMIA Performance Report

Date	Daily Yield*	Quarter to Date Yield	Average Maturity (in days)
9/13/2012	0.35	0.37	255
9/14/2012	0.35	0.37	254
9/15/2012	0.35	0.37	254
9/16/2012	0.35	0.37	254
9/17/2012	0.35	0.37	251
9/18/2012	0.35	0.37	249
9/19/2012	0.35	0.37	248
9/20/2012	0.35	0.37	247
9/21/2012	0.34	0.36	247
9/22/2012	0.34	0.36	247
9/23/2012	0.34	0.36	247
9/24/2012	0.34	0.36	244
9/25/2012	0.34	0.36	247
9/26/2012	0.34	0.36	252

*Daily yield does not reflect capital gains or losses

LAIF Performance Report

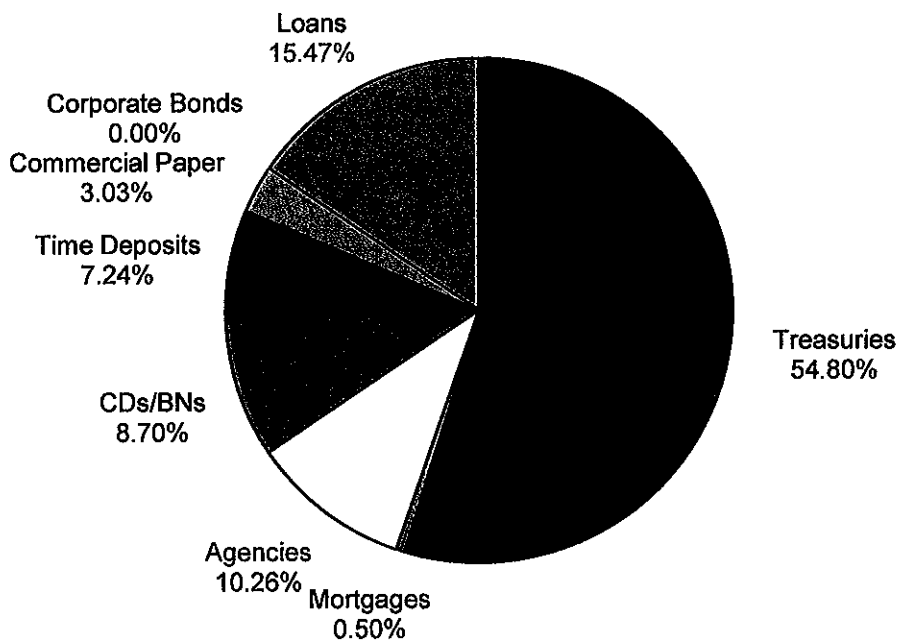
Quarter ending 06/30/2012

Apportionment Rate:	0.36%
Earnings Ratio:	.00000976192855700
Fair Value Factor:	1.001219643
Daily:	0.36%
Quarter To Date:	0.36%
Average Life:	268

PMIA Average Monthly Effective Yields

AUGUST 2012	**0.377%**
JULY 2012	0.363%
JUNE 2012	0.358%

Pooled Money Investment Account
Portfolio Composition
$60.3 Billion
08/31/12



Pooled Money Investment Account

PMIA Average Monthly Effective Yields

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
1977	5.770	5.660	5.660	5.650	5.760	5.850	5.930	6.050	6.090	6.090	6.610	6.730
1978	6.920	7.050	7.140	7.270	7.386	7.569	7.652	7.821	7.871	8.110	8.286	8.769
1979	8.777	8.904	8.820	9.082	9.046	9.224	9.202	9.528	9.259	9.814	10.223	10.218
1980	10.980	11.251	11.490	11.480	12.017	11.798	10.206	9.870	9.945	10.056	10.426	10.961
1981	10.987	11.686	11.130	11.475	12.179	11.442	12.346	12.844	12.059	12.397	11.887	11.484
1982	11.683	12.044	11.835	11.773	12.270	11.994	12.235	11.909	11.151	11.111	10.704	10.401
1983	10.251	9.887	9.688	9.868	9.527	9.600	9.879	10.076	10.202	10.182	10.164	10.227
1984	10.312	10.280	10.382	10.594	10.843	11.119	11.355	11.557	11.597	11.681	11.474	11.024
1985	10.579	10.289	10.118	10.025	10.180	9.743	9.656	9.417	9.572	9.482	9.488	9.371
1986	9.252	9.090	8.958	8.621	8.369	8.225	8.141	7.844	7.512	7.586	7.432	7.439
1987	7.365	7.157	7.205	7.044	7.294	7.289	7.464	7.562	7.712	7.825	8.121	8.071
1988	8.078	8.050	7.945	7.940	7.815	7.929	8.089	8.245	8.341	8.397	8.467	8.563
1989	8.698	8.770	8.870	8.992	9.227	9.204	9.056	8.833	8.801	8.771	8.685	8.645
1990	8.571	8.538	8.506	8.497	8.531	8.538	8.517	8.382	8.333	8.321	8.269	8.279
1991	8.164	8.002	7.775	7.666	7.374	7.169	7.098	7.072	6.859	6.719	6.591	6.318
1992	6.122	5.863	5.680	5.692	5.379	5.323	5.235	4.958	4.760	4.730	4.659	4.647
1993	4.678	4.649	4.624	4.605	4.427	4.554	4.438	4.472	4.430	4.380	4.365	4.384
1994	4.359	4.176	4.248	4.333	4.434	4.623	4.823	4.989	5.106	5.243	5.380	5.528
1995	5.612	5.779	5.934	5.960	6.008	5.997	5.972	5.910	5.832	5.784	5.805	5.748
1996	5.698	5.643	5.557	5.538	5.502	5.548	5.587	5.566	5.601	5.601	5.599	5.574
1997	5.583	5.575	5.580	5.612	5.634	5.667	5.679	5.690	5.707	5.705	5.715	5.744
1998	5.742	5.720	5.680	5.672	5.673	5.671	5.652	5.652	5.639	5.557	5.492	5.374
1999	5.265	5.210	5.136	5.119	5.086	5.095	5.178	5.225	5.274	5.391	5.484	5.639
2000	5.760	5.824	5.851	6.014	6.190	6.349	6.443	6.505	6.502	6.517	6.538	6.535
2001	6.372	6.169	5.976	5.760	5.328	4.958	4.635	4.502	4.288	3.785	3.526	3.261
2002	3.068	2.967	2.861	2.845	2.740	2.687	2.714	2.594	2.604	2.487	2.301	2.201
2003	2.103	1.945	1.904	1.858	1.769	1.697	1.653	1.632	1.635	1.596	1.572	1.545
2004	1.528	1.440	1.474	1.445	1.426	1.469	1.604	1.672	1.771	1.890	2.003	2.134
2005	2.264	2.368	2.542	2.724	2.856	2.967	3.083	3.179	3.324	3.458	3.636	3.808
2006	3.955	4.043	4.142	4.305	4.563	4.700	4.849	4.946	5.023	5.098	5.125	5.129
2007	5.156	5.181	5.214	5.222	5.248	5.250	5.255	5.253	5.231	5.137	4.962	4.801
2008	4.620	4.161	3.777	3.400	3.072	2.894	2.787	2.779	2.774	2.709	2.568	2.353
2009	2.046	1.869	1.822	1.607	1.530	1.377	1.035	0.925	0.750	0.646	0.611	0.569
2010	0.558	0.577	0.547	0.588	0.560	0.528	0.531	0.513	0.500	0.480	0.454	0.462
2011	0.538	0.512	0.500	0.588	0.413	0.448	0.381	0.408	0.378	0.385	0.401	0.382
2012	0.385	0.389	0.383	0.367	0.363	0.358	0.363	0.377				

30

STAGECOACH SWEEP

WELLS FARGO BANK, N.A.
P.O. BOX 63020
SAN FRANCISCO, CA 94163

RECEIVED
SEP 10 2012
BY:.....

CITY OF BELL
ATTN CITY TREASURER
6330 PINE AVE
BELL CA 90201-1221

THIS STATEMENT COVERS 08/01/2012 THROUGH 08/31/2012

FDIC DISCLOSURES. THE FDIC REQUIRES EACH BANK TO DISCLOSE IF SWEPT FUNDS ARE DEPOSITS AND, IF NOT, THE STATUS OF THE FUNDS IF THE BANK FAILS.
*STAGECOACH SWEEP MONEY MARKET MUTUAL FUNDS ("MMMF") OPTION. FUNDS HELD ON COMPANY'S BEHALF IN THE OMNIBUS DEPOSIT ACCOUNT AT BANK ARE DEPOSITS AND INSURED UNDER APPLICABLE FDIC INSURANCE RULES AND LIMITS. COMPANY'S MMMF SHARES HELD IN THE OMNIBUS INVESTMENT ACCOUNT IN BANK'S NAME AT THE CUSTODIAN OF THE MMMF ARE NOT DEPOSITS AND ARE NOT ELIGIBLE FOR FDIC INSURANCE. COMPANY IS THE OWNER OF ITS MMMF SHARES.

WELLS FARGO ADVANTAGE TREASURY PLUS

FUND SUMMARY

Dividends Earned YTD	617.86
Federal Withholding YTD	.00
7-Day Simple Yield	.01000 %
Federal Withholding	.00

Beginning Balance	7,878,079.25
Prior Months Dividends Reinvested	91.51 +
Shares Purchased	658,670.49 +
Shares Redeemed	2,802,721.26 -
Ending Balance	5,734,119.99
Dividends Earned in Current Month	52.84
Funds Pending Investment	23,244.47

Transaction Detail

8-01-2012	Beginning Balance	7,878,079.25
8-01-2012	Sweep Funds Return To DDA	61,523.35
8-01-2012	Reinvested Dividend	91.51
8-02-2012	Sweep Funds Return To DDA	882,551.85
8-03-2012	Sweep Funds Return To DDA	377,851.54
8-06-2012	Sweep Funds Return To DDA	207,741.15
8-07-2012	Next Day Sweep Purchase	313,924.81
8-08-2012	Sweep Funds Return To DDA	28,048.86
8-09-2012	Next Day Sweep Purchase	12,483.70
8-10-2012	Sweep Funds Return To DDA	163,075.27
8-13-2012	Sweep Funds Return To DDA	81,426.23
8-14-2012	Sweep Funds Return To DDA	82,537.74
8-15-2012	Sweep Funds Return To DDA	208,741.31
8-16-2012	Sweep Funds Return To DDA	215,122.63
8-17-2012	Next Day Sweep Purchase	4,971.27
8-20-2012	Next Day Sweep Purchase	168,021.46
8-21-2012	Sweep Funds Return To DDA	27,935.39
8-22-2012	Sweep Funds Return To DDA	13,455.85
8-23-2012	Sweep Funds Return To DDA	10,320.90
8-24-2012	Sweep Funds Return To DDA	32,780.57
8-27-2012	Sweep Funds Return To DDA	116,910.24
8-28-2012	Next Day Sweep Purchase	24,308.14
8-29-2012	Sweep Funds Return To DDA	20,416.76
8-30-2012	Sweep Funds Return To DDA	272,281.62
8-31-2012	Next Day Sweep Purchase	134,961.11
8-31-2012	Ending Balance	5,734,119.99

Daily Balance Information

Date	Investment Balance	Annualized Fund Yield	Daily Dividend Factor	Daily Accrual
08-01	7,816,647.41	.010 %	.000000274	2.14
08-02	6,934,095.56	.010 %	.000000274	1.90
08-03	6,556,244.02	.010 %	.000000274	1.80
08-04*	6,348,502.87	.010 %	.000000274	1.74
08-05*	6,348,502.87	.010 %	.000000274	1.74
08-06	6,348,502.87	.010 %	.000000274	1.74
08-07	6,662,427.68	.010 %	.000000274	1.83
08-08	6,634,378.82	.010 %	.000000274	1.82
08-09	6,646,862.52	.010 %	.000000274	1.82
08-10	6,483,787.25	.010 %	.000000274	1.78
08-11*	6,402,361.02	.010 %	.000000274	1.75
08-12*	6,402,361.02	.010 %	.000000274	1.75
08-13	6,402,361.02	.010 %	.000000274	1.75
08-14	6,319,823.28	.010 %	.000000274	1.73
08-15	6,111,081.97	.010 %	.000000274	1.67
08-16	5,895,959.34	.010 %	.000000274	1.62
08-17	5,900,930.61	.010 %	.000000274	1.62
08-18*	5,900,930.61	.010 %	.000000274	1.62
08-19*	5,900,930.61	.010 %	.000000274	1.62
08-20	6,068,952.07	.010 %	.000000274	1.66
08-21	6,041,016.68	.010 %	.000000274	1.66
08-22	6,027,560.83	.010 %	.000000274	1.65
08-23	6,017,239.93	.010 %	.000000274	1.65
08-24	5,984,459.36	.010 %	.000000274	1.64
08-25*	5,867,549.12	.010 %	.000000274	1.61
08-26*	5,867,549.12	.010 %	.000000274	1.61
08-27	5,867,549.12	.010 %	.000000274	1.61
08-28	5,891,857.26	.010 %	.000000274	1.61
08-29	5,871,440.50	.010 %	.000000274	1.61
08-30	5,599,158.88	.010 %	.000000274	1.53
08-31	5,734,119.99	.010 %	.000000274	1.57
			TOTAL MTD	**52.85**

* Indicates non-business day

THANK YOU FOR BANKING WITH WELLS FARGO

NOT FDIC INSURED. NO BANK GUARANTEE. MAY LOSE VALUE.

An investment in a money market fund is not insured or guaranteed by the Federal Deposit Insurance Corporation or any other government agency. Although the Wells Fargo Advantage Money Market Funds seek to preserve the value of your investment at $1.00 per share, it is possible to lose money by investing in a money market fund.

Wells Fargo Funds Management, LLC, a wholly-owned subsidiary of Wells Fargo & Company, provides investment advisory and administrative services for *Wells Fargo Advantage Funds*®. Other affiliates of WellsFargo & Company provide sub-advisory and other services for the Funds. The Funds are distributed by **Wells Fargo Funds Distributor, LLC**, Member FINRA/SIPC, an affiliate of Wells Fargo & Company.

This material must be accompanied or preceded by a current prospectus for name of the Fund(s) selected. Please read the prospectus carefully before investing.

Choice IV-Public F nds {NIB}

WELLS FARGO

DCWC11DTIL 009417

CITY OF BELL
SUCCESSOR TO RDA
ATTN CITY TREASURER
6330 PINE AVE
BELL CA 90201-1221

RECEIVED
SEP 0 6 2012
BY:

Questions?

Call your Customer Service Officer or Client Services
1-800-AT WELLS (1-800-289-3557)
5:00 AM TO 6:00 PM Pacific Time Monday - Friday

Online: wellsfargo.com

Write: Wells Fargo Bank, N.A. (182)
PO Box 63020
San Francisco, CA 94163

Account summary

Choice IV-Public Funds {NIB}

Account number	*Beginning balance*	*Total credits*	*Total debits*	*Ending balance*
	$3,803,883.87	$0.00	-$14,196.30	$3,789,687.57

Debits

Checks paid

Number	*Amount*	*Date*	*Number*	*Amount*	*Date*	*Number*	*Amount*	*Date*
5496	4,030.00	08/01	5499*	8,556.30	08/17	5502*	1,610.00	08/22

$14,196.30 Total checks paid

* *Gap in check sequence.*

$14,196.30 Total debits

Daily ledger balance summary

Date	*Balance*	*Date*	*Balance*	*Date*	*Balance*
07/31	3,803,883.87	08/17	3,791,297.57	08/22	3,789,687.57
08/01	3,799,853.87				

Average daily ledger balance $3,795,194.37

DCWC11DTIL 009417 NNNNNNNNNNN NNN NNN 001 001 182 029533 10353058.1.1

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WELLS FARGO SECURITIES

Wells Fargo Securities, LLC
230 W MONROE ST
29TH FLOOR, SUITE 2900
CHICAGO, IL 60606-4703

TAMMI COWAN
(312)762-9048

Statement Perio

Your Investment Account(s)

08/01/2012 - 08/31/201

CITY OF BELL
6330 PINE AVENUE

Account Value Summary

This summary does not reflect the value of unpriced securities. Repurchase agreements are reflec at par value.

	Amount Last Statement Period	Amount This Statement Period	% Portfolio
Cash	$ 0.00	$ 0.00	0%
Money Market Mutual Funds	438,669.43	438,673.16	100%
Bonds	0.00	0.00	0%
Stocks	0.00	0.00	0%
Total Account Value	**$ 438,669.43**	**$ 438,673.16**	**100%**

Value Change Since Last Statement Period	**$ 3.73**
Percent Increase Since Last Statement Period	**0%**
Value Last Year-End	**$ 438,643.80**
Percent Increase Since Last Year-End	**0%**

Income Summary

	This Period	Year-To-Date
Interest	$ 0.00	$ 0.00
Dividends/Capital Gains	0.00	0.00
Money Market Mutual Funds Dividends	3.73	29.36
Other	0.00	0.00
Income Total	**$ 3.73**	**$ 29.36**

Money Market Mutual Funds Summary

Description	Amount
Opening Balance	**$ 438,669.43**
Deposits and Other Additions	0.00
Distributions and Other Subtractions	0.00
Income Earned	3.73
Closing Balance	**$ 438,673.16**

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Important Information

This statement is provided to customers of Wells Fargo Securities, LLC ("WFS"). Statements are provided monthly for accounts with transactions and/or security positions. The account statement contains a list of securities held in safekeeping by WFS as of the statement date and provides details of purchase and sale transactions, the receipt and disbursement of cash and securities, and other activities relating to the account during the statement period.

For WFS customers who choose to maintain a safekeeping account at Wells Fargo Bank, N.A. ("Bank"), this statement is accompanied by a separate Bank safekeeping statement. The Bank safekeeping statement, if applicable, contains a list of securities held in safekeeping by the Bank as of the statement date.

Pricing: Security and brokered certificate of deposit ("CD") prices shown on the statement are obtained from independent vendors or internal pricing models. While we believe the prices are reliable, we cannot guarantee their accuracy. For exchange-listed securities, the price provided is the closing price at month end. For unlisted securities, it is the "bid" price at month end. The prices of CDs that mature in one year or less are shown at last price traded. The price of CDs that mature in greater than one year and of other instruments that trade infrequently are estimated using similar securities for which prices are available. Prices on the statement may not necessarily be obtained when the asset is sold.

Brokered CD Pricing: Like bonds, brokered CDs are subject to price fluctuation and the value of a CD, if sold prior to maturity, may be less than at the time of its purchase. Significant loss of principal could result. While WFS generally makes a market in CDs it underwrites, the secondary market for CDs that it does not underwrite may be very limited. In those cases, WFS will use its best efforts to help investors find a buyer.

SIPC: WFS is a member of the Securities Investor Protection Corporation ("SIPC"). In the event of insolvency or liquidation of WFS, securities held in safekeeping at WFS are covered by SIPC against the loss, but not investment risk, up to a maximum of $500,000 per customer, which includes a $100,000 limit on claims for cash held in the account. SIPC protection does not provide any protection whatsoever against investment risk, including the loss of principal on an investment. This coverage does not apply to securities held in safekeeping by the Bank. Additional information about SIPC, including a SIPC brochure, may be obtained by visiting www.sipc.org or by calling SIPC at 202-371-8300.

FINRA BrokerCheck Program: WFBS is a member of the Financial Industry Regulatory Authority (FINRA). Under its BrokerCheck program, FINRA provides certain information regarding the disciplinary history of broker/dealers and their associated persons. Information can be obtained from the FINRA BrokerCheck program hotline number (800-289-9999) or the FINRA web site (www.finra.org). A brochure describing the FINRA BrokerCheck program will be furnished upon written request.

Free Credit Balances: Any customer free credit balances may be used in the business of WFS subject to limitation of 17 CFR Section 240 § 15c(3)2 under the Securities Exchange Act of 1934. In the course of normal business operations, a customer has the right to receive delivery of the following: any free credit balances to which he or she is entitled, any fully paid securities to which he or she is entitled, and any securities purchased on margin upon full payment of indebtedness to WFS.

Equity Order Routing: WFS will route equity orders taking into consideration among other factors, the quality and speed of execution, as well as the credits, cash or other payments it may receive from any exchange, broker/dealer or market center. This may not be true if a customer has directed or placed limits on any orders. Whenever possible, WFS will route orders in an attempt to obtain executions at prices equal or superior to the nationally displayed best bid or offer. WFS will also attempt to obtain the best execution regardless of any compensation it may receive. WFS uses the compensation received to help keep costs competitive and provide customers with quality execution services. The nature and source of credits and payments WFS receives in connection with specific orders will be furnished to a customer upon request. WFS prepares quarterly reports describing its order routing practices for non-directed orders routed to a particular venue for execution. A printed copy of this report is available upon written request or by visiting: www.tta.thomson.com/reports/1-6/wchv/. WFS will provide more detailed information relating to the routing of any order executed within six months of the request.

Equity Extended Hours Trading: See important information relating to equities trading before and after regular trading hours at: www.wellsfargo.com/com/securities/regulatory.

Equity Open Orders: Open orders will remain in effect until executed or canceled by you. Failure to cancel an open order may result in the transaction being executed for your account. WFS has no responsibility to cancel an open order at its own initiative.

Dividend Reinvestment: In any dividend reinvestment transaction, WFS acted as agent. Additional information regarding transactions of this nature will be furnished to a customer upon written request.

Account Transfers: A fee will be charged to customers transferring their existing WFS account to another broker/dealer or any other financial institution.

Non-deposit investment products recommended, offered or sold by WFS, including mutual funds, are not federally insured or guaranteed by or obligations of the Federal Deposit Insurance Corporation ("FDIC"), the Federal Reserve System or any other agency; are not bank deposits; are not obligations of, or endorsed or guaranteed in any way by any bank or WFIS; and are subject to risk, including the possible loss of principal, that may cause the value of the investment and investment return to fluctuate. When the investment is sold, the value may be higher or lower than the amount originally invested. WFS is a subsidiary of Wells Fargo & Company, is not a bank or thrift, and is separate from any other affiliated bank or thrift. WFS is a registered broke-dealer and member of FINRA. No affiliate of WFS is responsible for the securities sold by WFS.

Mutual Funds: The distributor of Wells Fargo Advantage Funds is affiliated with WFS. Mutual funds are sold by prospectus only. Please read the prospectus for further information including sales charges, deferred sales charges, withdrawal charges and management or other fees.

Financial Statements: WFS financial statements are available upon request.

Trade Confirmations: Investment purchases and sales are subject to the terms and conditions stated on the trade confirmation relating to that transaction. In the event of a conflict between the trade confirmation and this statement, the trade confirmation will govern.

Customer Complaints and Reporting Discrepancies: Customer complaints, or discrepancies should be promptly reported in writing to:

Customer Support
301 South Tryon Street
Bldg T, 7th FLR, MAC D1130-072
Charlotte, NC 28288
CMClientSupport@ wellsfargo.com

Customers may also report complaints, inaccuracies or discrepancies by calling 1-800-326-5897. International callers should call 877-856-8878. To further protect their rights, including rights under the Securities Investor Protection Act, customers should also re-confirm in writing to the above address any oral communications with WFS relating to the inaccuracies or discrepancies.

Eurodollar Deposits: Funds invested in a Eurodollar Deposit are held on deposit at the Bank's Grand Cayman Island branch, a foreign branch of the Bank. As an offshore deposit liability payable at the Bank's Grand Cayman Island branch, the deposits are subject to Grand Cayman Island laws, regulations and governmental actions regarding exchange controls, assets seizures and other restrictions. Deposits payable only outside the U.S. also have a lower priority than deposits payable at a U.S. branch in liquidation. In addition, deposits held in a foreign U.S. bank branch are not insured by the FDIC or otherwise guaranteed by the U.S. government or any of its agencies.

CITY OF BELL
Account Number:

Statement Ending: **August 31, 2012**

Money Market Fund Activity

All transactions are traded at $1.00 per share

Wells Fargo Adv Treasury Plus
*As of August 31, 2012

Dividend earned this period	7 day* simple yield	30 day* simple yield
3.73	0.01%	0.01%

Transaction Date	Activity	Principal Amount	Dividend Amount	Balance
	Beginning Balance			**438,669.43**
08/31/12	.01000%31 DAYS,BAL= 438669		3.73	438,673.16
	Ending Balance			**438,673.16**

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City of Bell
Agenda Report

DATE: October 17, 2012

TO: Mayor and Members of the City Council

FROM: Joe Perez, Community Development Director

BY: Carlos M. Chacon, Assistant City Planner

APPROVED: _____
BY Doug Willmore, City Manager

SUBJECT: Development of a proposed 3,393 square foot retail building, located at 4714 Gage Avenue (Applicant: Angelo Karmos)

RECOMMENDATION

Approve the proposed development and adopt the following resolutions in the following sequence:

1. Resolution No. 2012-64 approving Architectural Review Board No. 2012-03
2. Resolution No. 2012-66 approving Mitigated Negative Declaration and Mitigation Monitoring Program

SITE AND PROJECT DESCRIPTION

Site Description

The Karmos Plaza Development site is located at 4714 Gage Avenue, in the C-3R Commercial Zone. The site has an area of 12,500 square feet of land and is currently developed with a 1,412 square foot single family dwelling with a detached garage.

Project Description:

The proposed project consists of the demolition of all existing residential buildings and the construction of a 6 unit, 3,393 square foot retail building. The new retail building will provide office and retail establishments, including a fast food take out only tenant.

Surrounding Land Uses and Zoning

Site - Existing Single Family Dwelling (C-3R – Commercial Zone)
North - General Retail (C-3R Commercial zone)
South - Residential Homes (R-3 – Multi Family Residential Zone)

East - General Retail (C-3R Commercial Zone)
West - General Retail (C-3R Commercial Zone)

ANALYSIS AND DISCUSSION

Development Standards

The project complies with the development standards of the C-3R-Zone as follows:

Development Standard	Project
Min. lot area 5,000 Sq. Ft.	Lot area 12,500 sq. ft.
Min. Width 50 Ft.	Width 100 Ft.
Min. Depth 100 Ft.	Depth 125 Ft.
Building Height 70 Ft.	Building height 23 ft. 8 inches

Parking and Circulation

The Municipal Code requires 1 parking space per 200 square feet of gross floor area for retail and office use and 1 parking space per 100 square feet for restaurant use. For the proposed 3,393 square foot building a total of 19 spaces are required. The proposed project includes 21 parking spaces, which exceeds the code requirement.

The parking calculations for the proposed building are shown in the table below:

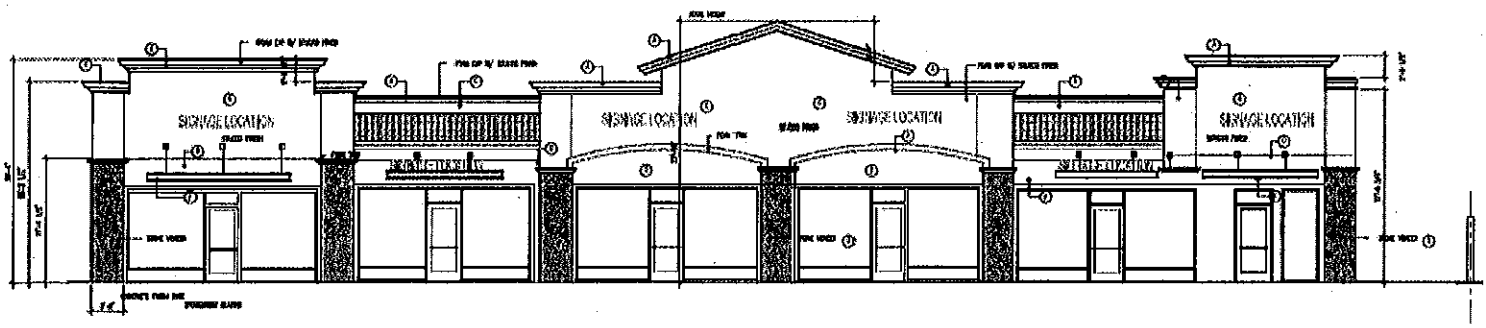
Type of Use	Floor Area (SF)	Parking Ratio	Spaces Required	Spaces Provided
Proposed Building				
Restaurant	642	1/100	6	6
Office/Retail	2,751	1/200	13	15
Total Square Feet	**3,393**			
Total Required			**19**	
Total Provided				**21**

In addition to the required vehicle parking spaces, a loading space is provided as required by Code. The loading space is located at the rear of the property for better circulation throughout the site.

Architectural Review

The project required the review and approval of site plan, landscape plans and architectural and design features through the Architectural Review Board. The review included the incorporation of metal awnings for a modern appearance including glazing along the front of the rear wall of the building to provide a faux facade, and architectural moldings throughout the building. The design also incorporates multi-level roof lines, decorative wainscoting, elevation pop-outs to create a sense of building depth (in the front and rear of the building), lightly tint infused storefront glazing, planters lined with stone veneer, and clay tile roof to highlight the modern stucco finish.

Below are the elevations of the proposed Architectural Design:



1 WEST ELEVATION

Site Improvements

The site will be improved with over 924 square feet of landscaping in the front yard area, rear setback, and parking lot planters. A new six foot high stuccoed wall will be installed along the east, south, and west property lines. Along the west property line, the wall will drop to 4 feet at the front yard area. The building is set back 10 feet from the rear property line as required by Code. Although the Municipal Code does not require a commercial building to be set back from the front property line, the proposed building will be set back two feet to allow landscaping to be installed on the street front elevation. The landscaping requirement by Code is 6 % of the total gross lot area (750 square feet). However, the project will actually have 7.39% (924 square feet) of landscaping throughout the site. In addition the driveway will receive a decorative stamped and stained concrete finish.

Environmental Assessment

During the review of the project, it was determined that a mitigated negative declaration would be required based on a few impacts that the project has on the surrounding properties.

One of these impacts included the demolition of the existing single family dwelling and detached garage. Although this scope of work is not uncommon for development projects within a C-3R Zone which allows residential uses, upon review of the project's consistency with the City's General Plan, it was determined that the site was listed as a historical structure. A further analysis of the site determined that the building is of negligible historical significance, but it does display an architectural significance of the era in which it was built.

Therefore, as a condition of approval, the developer, prior to the issuance of a demolition permit for the site, will be required to hire an architectural design consultant that will create a set of construction drawing plans, document photos, and file the historical significance of the site with the City and the local public library. Additionally, a technical report must be prepared to include a catalogue of the items noted.

In accordance with the California Environmental Quality Act (CEQA) Guidelines, an Initial Study/Mitigated Negative Declaration (IS/MND) has been prepared for the proposed project.

1) As the lead agency, under CEQA, the City of Bell determined that a Mitigated Negative Declaration was the appropriate level of environmental analysis. The Initial Study/Mitigated Negative Declaration is attached to this report. The focus of the city's review of the Initial Study/Mitigated Negative Declaration is to ensure that the document reflects the City's independent judgment and analysis.

2) Mitigation Monitoring and Reporting Program - The Initial Study/Mitigated Negative Declaration contains mitigation measures which modify the project itself or require actions by the developer to mitigate the environmental impacts associated with the proposed project. The mitigations include specific conditions that address aesthetics of the site (light and glare effects on the surroundings), air quality (during construction), cultural resources (preservation of architectural site), and hydrology (state compliant drainage off the site). The City is required to monitor the measures during the project and has included a Mitigation Monitoring and Reporting Program (MMRP), which is also attached to this report.

3) Notice of Determination – The proposed resolution adopting the Initial Study/Mitigated Negative Declaration for the Karmos Plaza Development Project directs the Community Development Director to file a Notice of Determination with the County Recorder's Office. This notice provides to the public a record of the City Council's action on the Initial Study/Mitigated Negative Declaration and establishes the time frame for potential appeals.

CONCLUSION

Based on the above analysis of the proposed project and together with the conditions of approval and environmental mitigations, it is recommended that the City Council approve the Mitigated Negative Declaration and Mitigation Monitoring and Reporting Program, Architectural Review Board No. 2012-03 through adoption of the attached Resolutions of approval with conditions.

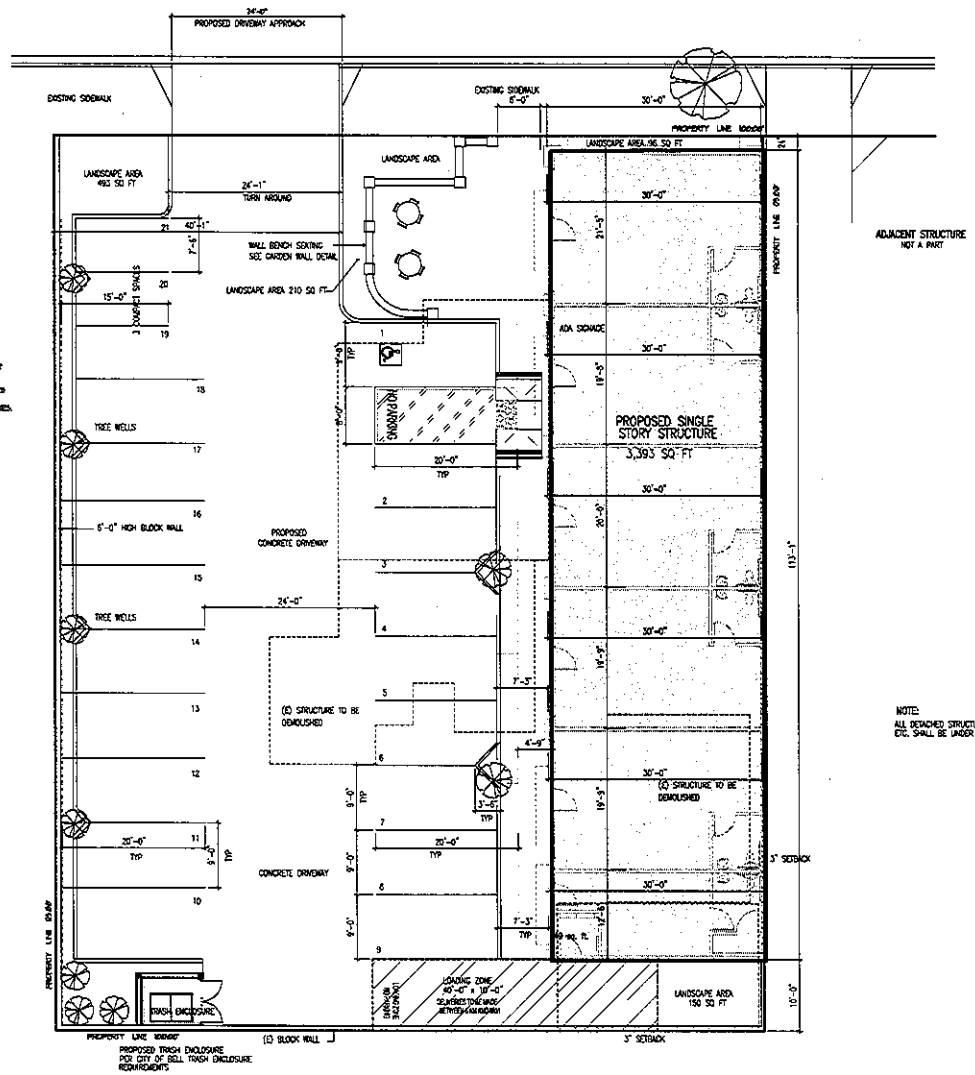
ATTACHMENTS

1. Development Plans
2. Resolution No. 2012-64 approving Architectural Review Board No. 2012-03
3. Resolution No. 2012-66 approving a Mitigated Negative Declaration and Mitigation Monitoring

4714 GAGE AVENUE

FIRE DEPARTMENT NOTES:

1. ACCESS SHALL COMPLY WITH SECTION 503 OF THE FIRE CODE, WHICH REQUIRES ALL WEATHER ACCESS. ALL WEATHER ACCESS MAY REQUIRE PAVING.
2. FIRE DEPARTMENT ACCESS SHALL BE EXTENDED TO WITHIN 150 FEET DISTANCE OF ANY EXTERIOR PORTION OF ALL STRUCTURES.
3. WHERE DRIVEWAYS EXTEND RATHER THAN 150 FEET AND ARE OF SINGLE ACCESS DESIGN, TURNAROUNDS SUITABLE FOR FIRE PROTECTION EQUIPMENT USE SHALL BE PROVIDED AND SHOWN ON THE FINAL MAP. TURNAROUNDS SHALL BE DESIGNED, CONSTRUCTED AND MAINTAINED TO INSURE THERE INTEGRITY FOR FIRE DEPARTMENT USE. WHERE TOPOGRAPHY DICTATES, TURNAROUNDS SHALL BE PROVIDED FOR DRIVEWAYS THAT EXTEND OVER 150 FEET IN LENGTH.
4. VEHICULAR ACCESS MUST BE PROVIDED AND MAINTAINED SERVICEABLE THROUGHOUT CONSTRUCTION TO ALL REQUIRED FIRE HYDRANTS. ALL REQUIRED FIRE HYDRANTS SHALL BE INSTALLED, TESTED AND ACCEPTED PRIOR TO CONSTRUCTION.
5. PROVIDE FIRE DEPARTMENT OR CITY APPROVED STREET SIGNS AND BUILDING ACCESS NUMBERS PRIOR TO OCCUPANCY.
6. THE REQUIRED FIRE FLOW FOR PUBLIC FIRE HYDRANTS AT THIS LOCATION IS 1,500 GALLONS PER MINUTE AT 20 psi FOR A DURATION OF 2 HOURS, OVER AND ABOVE MAXIMUM DAILY DOMESTIC DEMAND. 2 HYDRANT(S) FLOWING SIMULTANEOUSLY MAY BE USE TO ACHIEVE THE REQUIRED FIRE FLOW.
7. FIRE HYDRANT REQUIREMENTS ARE AS FOLLOWS:
   VERIFY (Flow test) 2 EXISTING PUBLIC FIRE HYDRANT(S).
8. ALL HYDRANTS SHALL MEASURE 6"x4"x2-1/2" BRASS OR BRONZE, CONFORMING TO CURRENT AWWA STANDARDS C503 OR APPROVED EQUAL. ALL ON-SITE HYDRANTS SHALL BE INSTALLED A MINIMUM OF 25 FEET FROM A STRUCTURE OR PROTECTED BY A 1500 CU HOUR RATED FIREWALL.
   LOCATION: AS PER MAP ON FILE WITH THE OFFICE.
   OTHER LOCATION: 1. ON THE SOUTH SIDE FLORENCE AVE. WEST OF THE PROPOSED DEVELOPMENT NEAREST THE PROPERTY LINE.
   2. AT THE SOUTH EAST CORNER OF THE INTERSECTION OF FLORENCE AVE. AND IRA AVE.
9. ALL REQUIRED FIRE HYDRANTS SHALL BE INSTALLED, TESTED AND ACCEPTED OR BONDED FOR PRIOR TO FINAL APPROVAL. VEHICULAR ACCESS SHALL BE PROVIDED AND MAINTAINED SERVICEABLE THROUGHOUT CONSTRUCTION.
10. ADDITIONAL WATER SYSTEM REQUIREMENTS WILL BE REQUIRED WHEN THIS LAND IS FURTHER SUBDIVIDED AND/OR DURING THE BUILDING PERMIT PROCESS.
11. FIRE HYDRANT UPGRADE IS NOT NECESSARY, IF EXISTING HYDRANT(S) MEETS FIRE FLOW REQUIREMENT. SUBMIT ORIGINAL WATER AVAILABILITY FORM TO THIS OFFICE.
12. BUILDING ADDRESS NUMBERS SHALL BE PROVIDED AND MAINTAINED SO AS TO BE VISIBLE AND LEGIBLE FROM THE STREET FRONTING THE PROPERTY. THE NUMBERS SHALL BE A MINIMUM OF 4 INCHES HIGH WITH A MINIMUM STROKE WIDTH OF 0.5 INCH. FIRE CODE 505.1
13. EGRESS DOORS SHALL BE READILY OPERABLE FROM THE EGRESS SIDE WITHOUT THE USE OF A KEY OR ANY SPECIAL KNOWLEDGE OR EFFORT. BUILDING CODE 1008.1.9.
14. THE MEANS OF EGRESS TRAVEL SHALL BE ILLUMINATED AT ANY TIME THE BUILDING IS OCCUPIED WITH A LIGHT INTENSITY OF NOT LESS THAN 1 FOOT-CANDLE AT THE WALKING SURFACE LEVEL. BUILDING CODE 1006.2.
15. THE POWER SUPPLY FOR MEANS OF EGRESS ILLUMINATION SHALL NORMALLY BE PROVIDED BY THE PREMISES ELECTRICAL SUPPLY. IN THE EVENT OF A POWER SUPPLY FAILURE, THE EMERGENCY POWER SYSTEM SHALL PROVIDE POWER FOR A DURATION OF NOT LESS THAN 90 MINUTES AND SHALL CONSIST OF STORAGE BATTERIES, UNIT EQUIPMENT OR AN ON-SITE GENERATOR. BUILDING CODE 1006.3.



LEGAL DESCRIPTION

SAN ANTONIO RANCHO 0.25 ac COM AT INTERSECTION OF W LINE OF TR # 2650 WITH S LINE OF GAGE AVE, 80 FT WIDE TH W ON SD S LINE 100 FT WITH A UNIFORM DEPTH OF 125 FT S 74°43' W PART OF SEC 19 T 2S R 12W.

ASSESSOR'S ID. No. 6328-007-012

PROJECT SUMMARY

GROSS AREA:	12,500.00	SQ. FT.
PROPOSED BUILDING	3,393	SQ. FT.

LOT COVERAGE: (STRUCTURE)

3,393.00 / 12,500.00 = 0.271 x 100 = 27.14 %

F.A.R.

3,393.00 / 12,500.00 = 0.271

UNIT BREAKDOWN:

UNIT #1 – PROPOSED FAST FOOD RESTAURANT	642 SQ FT
UNIT #2 – PROPOSED RETAIL	591 SQ FT
UNIT #3 – PROPOSED RETAIL	589 SQ FT
UNIT #4 – PROPOSED RETAIL	593 SQ FT
UNIT #5 – PROPOSED RETAIL	593 SQ FT
UNIT #6 – PROPOSED RETAIL	326 SQ FT

PARKING:

REQUIRED:

1 SPACE PER 1 SQ FT (RESTAURANT)
1 SPACE PER 200 SQ FT (RETAIL)

642 / 100 = 6.4 (6 SPACES)
2,751 / 200 = 13.75 (13 SPACES)

TOTAL REQUIRED = 19 SPACES

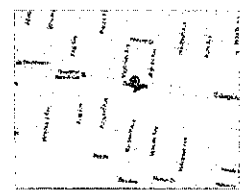
PARKING PROVIDED

COMPACT SPACES (20%) = 3 SPACES
STANDARD SPACES: 18 SPACES
TOTAL= 21 SPACES

LANDSCAPING

REQUIRED: 6% OF GROSS LOT AREA
12,500 * 6% = 750 SQ FT REQUIRED
PROVIDED: 924 SQ FT

OCCUPANCY: M- MERCANTILE
B- BUSINESS
ZONE: C-3R
CONSTRUCTION TYPE: TYPE – V-B
STORIES: 1 STORY
HEIGHT: 23'-6"



VICINITY MAP

NOTE:
ALL DETACHED STRUCTURES SUCH AS CANOPIES, BLOCK WALLS, TRASH ENCLOSURE, LIGHT POLES, RETAINING WALLS ETC. SHALL BE UNDER SEPERATE PLANS SUBMITTAL AND PERMIT RESUBMITTAL

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

NORTH

AD STUDIOS, Inc.

CONSULTANT:

OWNER INFORMATION:

KARMOS PLAZA DEVELOPMENT

ANGELO KARMOS
4800 E. GAGE AVENUE
BELL, CA, 90201
323-773-2727

PROJECT LOCATION:

ANGELO KARMOS
4714 GAGE AVENUE
BELL, CA

ISSUE / DATE:

DESIGN REVIEW SUBMITTAL 10/22/07
DESIGN REVIEW CORRECTIONS 02/05/08
09/12/12 – SITE REVISION PLANNING
10/22/12 – SITE REVISION PLANNING

REVISION:

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Written dimensions on these drawings shall have precedence over scaled dimensions. Contractor shall verify and be responsible for all dimensions and conditions on the job and this office must be notified of any variations from dimensions or conditions shown by these drawings. Only definite record dimensions to be utilized when ordering materials or building components.

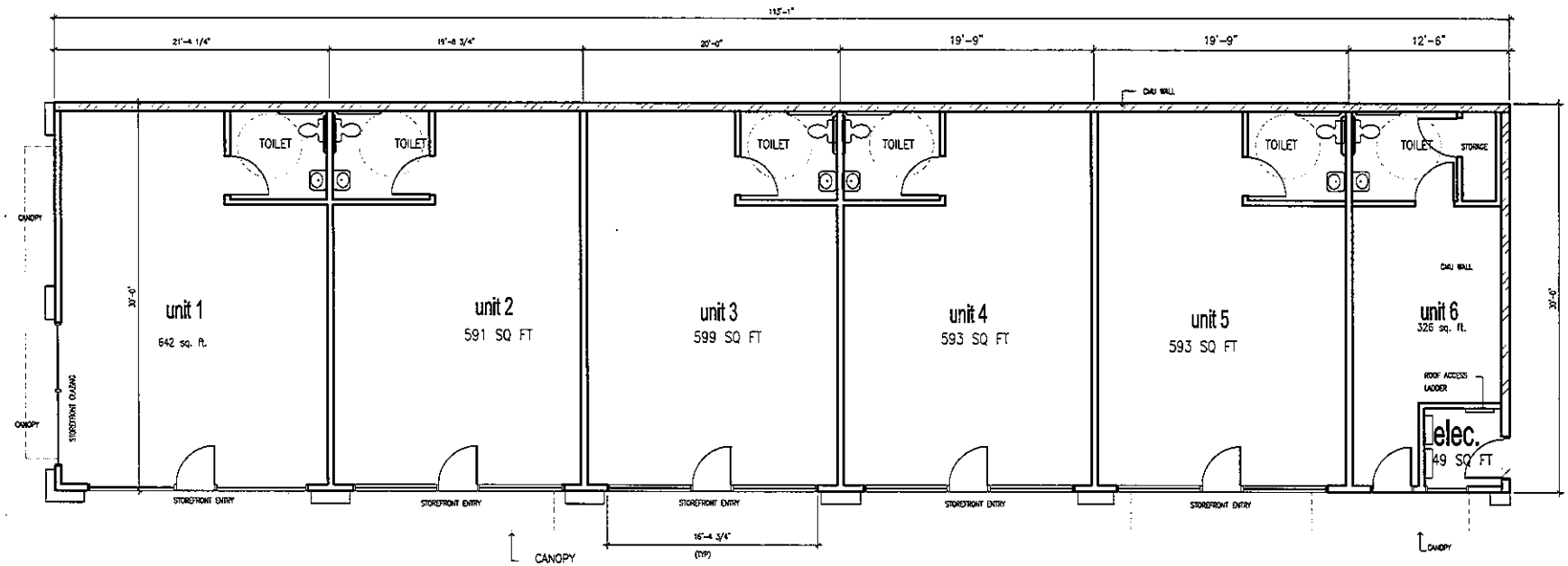
project no: 6328-007
phase: DSR
date: 09/12/2012
scale: 1/8"=1'-0"
drawn by: RB

SHEET TITLE:

SITE PLAN

SP1

SHEET NO.:



1 FLOOR PLAN

WALL LEGEND

8" CONCRETE BLOCK WALL
COMBINATION SPLIT FACE CONCRETE AND SMOOTH BLOCK FINISH
SEE ELEVATIONS FOR LOCATION
10/A3

DEMISING WALL
2x6 WOOD STUDS @ 16" OC
5/8" GYPSUM WALLBOARD EACH SIDE
BUILT TO UNDERSIDE OF ROOF
4/A3 4/A3 2/A3

EXTERIOR WALL
2x6 WOOD STUDS @ 16" OC
5/8" GYPSUM WALLBOARD EACH SIDE
EXTERIOR FINISH TO BE LATH AND PLASTER
EXTERIOR WALL TO HAVE R-13 INSULATION
15/D1

AD STUDIOS, Inc.

CONSULTANT:

OWNER INFORMATION:

KARMOS PLAZA DEVELOPMENT

ANGELO KARMOS
4060 E. GAGE AVENUE
BELL, CA. 90201
323-779-2727

PROJECT LOCATION:

ANGELO KARMOS
4714 GAGE AVENUE
BELL CA

ISSUE / DATE:

REVISION:

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project no: 6028-SC7
phase: DBR
date: 12/12/2011
scale: 1/4"=1'-0"
drawn by: RB

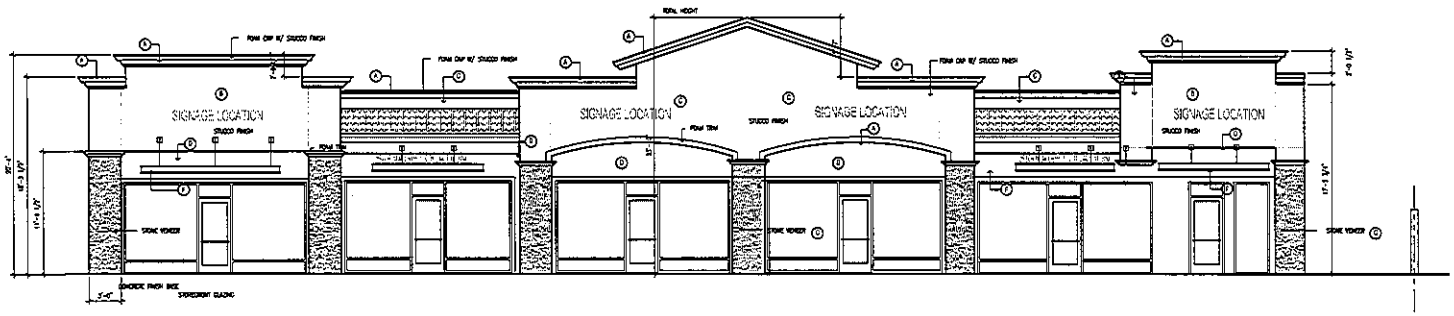
SHEET TITLE:

FLOOR PLAN

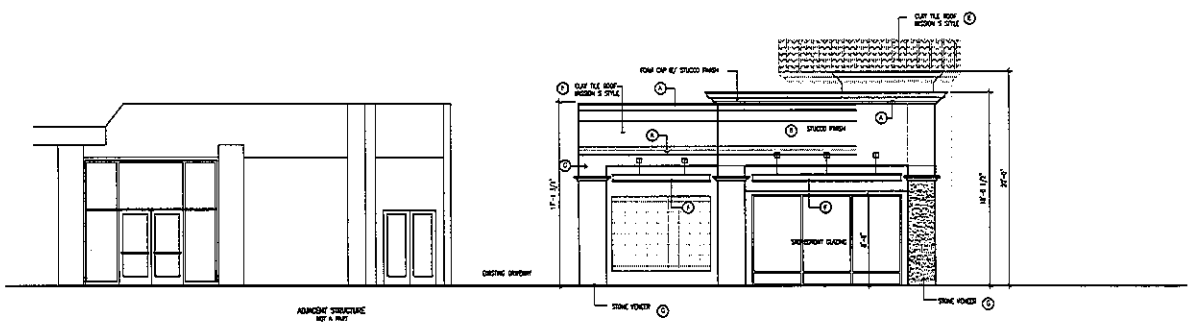
A1

SHEET NO.:

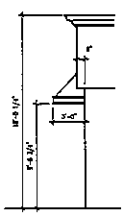
42



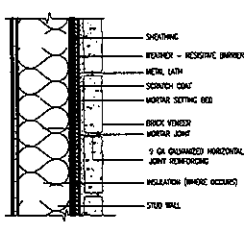
1 WEST ELEVATION
SCALE: 1/8"=1'-0"



2 GAGE STREET ELEVATION
SCALE: 1/8"=1'-0"

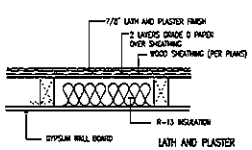


3 ELEVATIONS PROFILE
SCALE: 1/8"=1'-0"

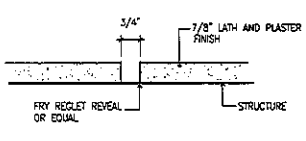


STONE VENEER DETAIL

NOTE:
TWO LAYERS OF GRADE D PAPER SHALL BE APPLIED OVER ALL WOOD BASE SHEATHING



TYPICAL EXTERIOR WALL DETAIL



REVEAL DETAIL

MATERIAL SCHEDULE

	MATERIAL	MANUFACTURER	COLOR	NOTES
A	STUCCO	MONLEX	P-171 FLAMINGO	MEDIUM SAND FLOAT FINISH
B	STUCCO	MONLEX	P-828 TOMAGOTA	MEDIUM SAND FLOAT FINISH
C	STUCCO	MONLEX	P-1412 TOFFEE	MEDIUM SAND FLOAT FINISH
D	STUCCO	MONLEX	P-1412 TOFFEE	MEDIUM SAND FLOAT FINISH
E	ROOF	US TILE	TUSCANY	ONE PIECE (OR EQUAL)
F	METAL AWNING	PREFINISHED	BLACK	
G	STONE VENEER	CORONADO STONE	MESAVERDE BRICK CHARCOL	
	METAL DOOR / FRAME	ALUMINUM FRAME	ANODIZED ALUMINUM	OR EQUAL
	STOREFRONT GLASS	PEDERSON 1/4" FLOAT	CLEAR	OR EQUAL

AD STUDIOS, Inc.
ARCHITECTURE · DESIGN · CONSULTATION · PROJECT MANAGEMENT
1407 FOOTHILL AVE, SUITE "D", SONOMA, CA. 95476
TEL. 707-935-9000 FAX. 707-935-9001
info@adstudios.com

CONSULTANT:

OWNER INFORMATION:

KARMOS PLAZA DEVELOPMENT

ANGELO KARMOS
4000 S. GAGE AVENUE
BELL, CA. 90201
323-771-2727

PROJECT LOCATION:

ANGELO KARMOS
4714 GAGE AVENUE
BELL, CA

ISSUE / DATE:

REVISION:

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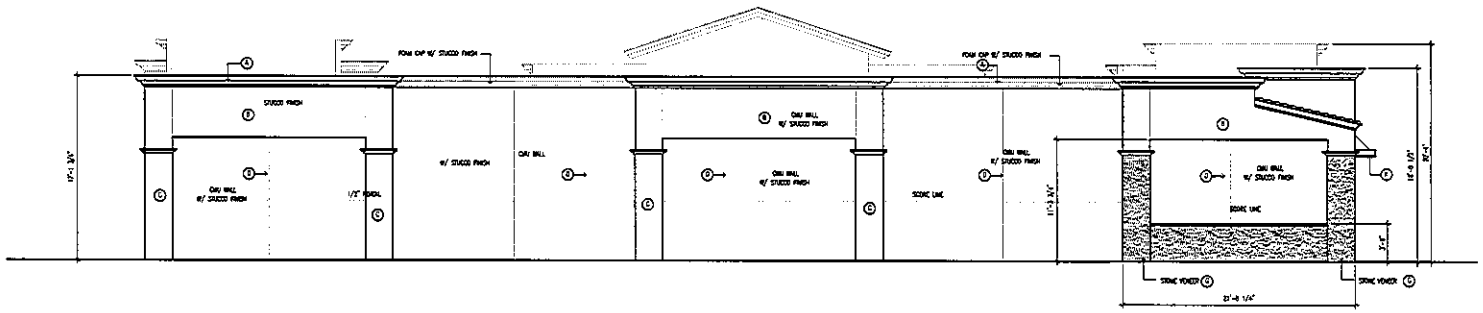
project no: 9204-007
phase: DBR
date: 12/12/2011
scale: 1/8"=1'-0"
drawn by: RB

SHEET TITLE:

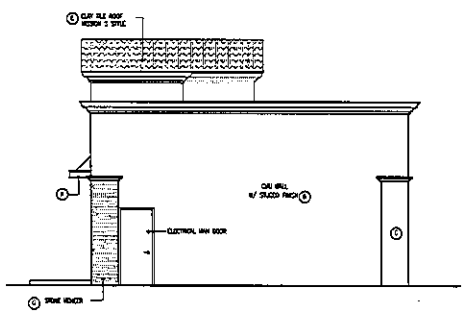
ELEVATIONS

SHEET NO.: 3

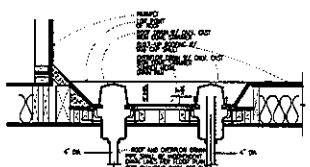
43



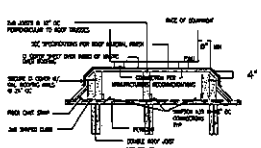
2 EAST ELEVATION
SCALE: 1/8"=1'-0"



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



ROOF DRAIN & OVERFLOW - 2
N.T.S.



MECHANICAL EQUIPMENT PAD - 1
N.T.S.

MATERIAL SCHEDULE

	MATERIAL	MANUFACTURER	COLOR	NOTES
A	STUCCO	MORUX	P-471 PLANTROOE	MEDIUM SAND FLOAT FINISH TRIM / EDF
B	STUCCO	MORUX	P-805 TERRACOTTA	MEDIUM SAND FLOAT FINISH
C	STUCCO	MORUX	P-1412 TORREZ	MEDIUM SAND FLOAT FINISH
D	STUCCO	MORUX	P-1412 TORREZ	MEDIUM SAND FLOAT FINISH
E	ROOF	LIS TILE	TUSCANY	ONE PIECE (OR EQUAL)
F	METAL AWNING	FABRICATED	BLACK	
G	STONE VENEER	CORONADO STONE	WEATHERED EDGE DRESS	
	METAL DOOR / FRAME	ALUMINUM FRAME	ANODIZED ALUMINUM	OR EQUAL
	STOREFRONT GLASS	PILKINGTON 1/4" FLOAT	CLEAR	OR EQUAL

STUDIOS, Inc.
ALVARADO DESIGN STUDIOS INC.
10637 DOWNEY AVE SUITE "D", DOWNEY, CA. 90241
TEL. 323/923-9000 FAX 562/861-1820
alvaradodesign@yahoo.com

CONSULTANT:

OWNER INFORMATION:

KARMOS PLAZA DEVELOPMENT
ANGELO KARMOS
4600 E. GAGE AVENUE
BELL, CA. 90201
323/771-2727

PROJECT LOCATION:

ANGELO KARMOS
4714 GAGE AVENUE
BELL, CA

ISSUE / DATE:

REVISION:

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Written dimensions on these drawings shall have precedence over scaled dimensions. Contractor and trades are to be responsible for all dimensions and conditions on jobsite and no deviations are to be made from the drawings and specifications shown by contractors. Shop details must be submitted to the office for approval before proceeding on installation.

project no: 0505-SC7
phase: DSR
date: 12/12/2011
scale: 1/8"=1'-0"
drawn by: HG

SHEET TITLE:

ELEVATIONS

A3

SHEET NO.:

RESOLUTION NO. 2012-64-PC

A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF BELL APPROVING ARCHITECTURAL REVIEW BOARD NO. 2012-03 FOR THE KARMOS PLAZA DEVELOPMENT PROJECT. THE ARCHITECTURAL REVIEW BOARD PROVIDES THE STANDARDS FOR CONSTRUCTION AND OPERATION OF A 3,393 SQUARE FOOT COMMERCIAL RETAIL BUILDING WITH 21 VEHICULAR PARKING SPACES, 1 LOADING SPACE AND 924 SQUARE FEET OF LANDSCAPING; TO BE CONSTRUCTED ON ONE 12,500 SQUARE FOOT PARCEL,; GENERALLY LOCATED BETWEEN PROSPECT AND VINEVALE AVENUES; 4714 GAGE AVENUE, CITY OF BELL, CA 90201 (APN: 6326-007-012)

WHEREAS, an application for Architectural Review Board No. 2012-03, for the Karmos Plaza Development, including construction and operation of a 6 unit, 3,393 square foot retail building, including the review of building elevations and other site improvements. The project site is located within the southwestern portion of the City of Bell at 4714 Gage Avenue in the City of Bell, more generally located on the south side of Gage Avenue between Prospect Avenue to the west and Vinevale Avenue to the east; and

WHEREAS, the activity anticipated by the proposed Architectural Review Board permit is considered a "Project" as defined by the California Environmental Quality Act, Public Resources Code §21000 et seq. ("CEQA"); and

WHEREAS, after completion of an Initial Study, the Community Development Director determined that the Project required preparation of a Mitigated Negative Declaration, attached as Exhibit 2 and Mitigation Monitoring and Reporting Program, attached as Exhibit 3, for the proposed project in compliance with the provisions of CEQA; and

WHEREAS, based on information contained in the final Initial Study/Mitigated Negative Declaration, the impacts of the Karmos Plaza Development Project have been reduced to a less than significant level; and

WHEREAS, the City of Bell on October 5, 2012, published a legal notice in compliance with State law concerning Architectural Review Board No. 2012-03, in a local newspaper of general circulation. In addition, a public hearing notice was mailed to each property owner within a 300-foot radius of the project site, indicating the date and time of the public hearing for Architectural Review Board No. 2012-03 in accordance with state law; and

WHEREAS, the Planning Commission conducted a duly noticed public hearing on October 17, 2012 at which public testimony was received concerning the Architectural Review Board No. 2012-03, at which time the Planning Commission considered the environmental impacts as analyzed in the final Initial Study/Mitigated Negative Declaration for the proposed project; and

WHEREAS, no new environmental impacts or issues were raised during the public hearing.

NOW, THEREFORE, the Planning Commission of the City of Bell does hereby resolve, determine and order as follows:

Section 1 - The Planning Commission, in light of the whole record before it including but not limited to the City's local CEQA Guidelines and Thresholds of Significance, the proposed Mitigated Negative Declaration and documents incorporated therein by reference, any written comments received and responses provided, the proposed Mitigation Monitoring and Reporting Program and other substantial evidence (within the meaning of Public Resources Code § 21080(e) and § 21082.2) within the record and/or provided at the public hearing, hereby finds and determines as follows:

a) Review Period: That the City has provided the public review period for the Mitigated Negative Declaration for the duration required under CEQA Guidelines Sections 15073 and 15105; and

b) Compliance with Law: That the Mitigated Negative Declaration and Mitigation Monitoring Program were prepared, processed, and noticed in accordance with the California Environmental Quality Act (Public Resources Code Section 21000 et seq.), the CEQA Guidelines (14 California Code of Regulations Section 15000 et seq.) and the local CEQA Guidelines; and

c) Independent Judgment: That the Initial Study/Mitigated Negative Declaration for the Karmos Plaza Development Project represents the independent judgment of the City of Bell; and

d) Mitigation Monitoring and Reporting Program: That the Mitigation Monitoring and Reporting Program is designed to ensure compliance during project implementation in that changes to the project and/or mitigation measures have been incorporated into the project and are fully enforceable through permit conditions, agreements or other measures; and

e) No Significant Effect: That revisions made to the project plans agreed to by the applicant and mitigation measures imposed as conditions of approval on the project, avoid or mitigate any potential significant effects on the environment identified in the Initial Study to a point below the threshold of significance. Furthermore, after taking into consideration the revisions to the project and the mitigation measures imposed, the Planning Commission finds that there is no substantial evidence, in light of the whole record, from which it could be fairly argued that the proposed improvements are not likely to cause substantial environmental damage or substantially and avoidably injure fish or wildlife or their habitat. Therefore, the Planning Commission determines that the project will not have a significant effect on the environment.

Section 2 - Pursuant to the Bell Municipal Code and in light of the record before it including the staff report dated October 17, 2012, and all evidence and testimony heard at the public hearing for this item, the City Council make the following findings pertaining to Architectural Review Board No. 2012-03:

Finding 1: The Site for the proposed use is adequate in size, shape and topography to accommodate the proposed use.

Evidence: The site is flat and has been developed previously as a single family dwelling site with detached garage. The site is surrounded by other commercial retail and office uses and the development of a commercial retail building as proposed is compatible with the surrounding land uses. The site is currently comprised of one parcel with 12,500 square feet, which is above the 5,000 square foot minimum parcel size required in the C-3R Zone. The parcel size and shape are adequate to construct the proposed commercial retail building and accommodate all associated parking, landscaping and circulation needs for the proposed project.

Finding 2: The 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.

Evidence: The site is served by an existing driveway on Gage Avenue. The Driveway will be relocated to the western side of the property for access into the proposed parking lot. This proposed driveway is adequate to provide movement of vehicles, trucks and pedestrians on and off local streets serving the project. The proposed project has been designed to meet all City standards applicable to commercial uses which include satisfactory pedestrian, vehicular, and truck circulation, emergency vehicle access and on-site and off-site public improvements. Further, all streets, utilities, and drainage facilities have been designed and are required to be constructed in conformance with applicable standards of the City of Bell.

Finding 3: All buildings and structures proposed to be constructed or utilized in conjunction with the use will be architectural compatible with existing and prospective uses of land located in the immediate vicinity of the site.

Evidence: The site is located in a commercial corridor of the City and is surrounded on three sides by other commercial uses. The architectural plans for the proposed structure were reviewed by an Architectural Review Board assembled for this particular project, which included city staff, who reviewed the elevation and recommended changes and enhancements that are reflected in the proposed elevations. The proposed building is a typical type V framing structure that has been enhanced through the introduction of various materials, colors and textures to created a harmonious and modern appearance that is architecturally compatible with existing and prospective used of land located in the immediate vicinity of the site.

Finding 4: The location of the proposed use on the site will be compatible with existing and prospective uses of land in the immediate vicinity of the site.

Evidence: The site is located in a commercial area of the City and is surrounded on three sides by other retail, office, and commercial uses. The adjacent land uses include commercial to the north, commercial to the east, residential uses to the south and commercial to the west. Access to the site is achieved through proposed relocated driveway entrance on Gage Avenue. The entrance design and traffic circulation to and from the project have been reviewed to the satisfaction of the City Engineering Division. The proposed commercial use and project design, with applied conditions of approval, will ensure that the proposed development of the use on the site will be compatible with existing and prospective uses of land located in the immediate vicinity of the site.

Finding 5: That the conduct of the proposed use will be in compliance with the applicable provisions of any specific plan applicable to such site, and with the City's General Plan. (ord. 1129 (part), 1997: prior code § 9266)

Evidence: The Current General Plan Land Use Designation for the project site is "Commercial", which is consistent with its zoning designation of "C-3R" (Commercial) Zone. Development standards for parcels in the "C-3R" Zone allow commercial uses as proposed. The project meets the development standards of the "C-3R" Zone, relative to setbacks, parking, loading, and landscaping. The project site is not in a specific plan.

Section 3: Based upon the findings outlined in Section 2 above, the Planning Commission of the City of Bell hereby takes the following actions:

a) Approve Permits: Approve Architectural Review Board No. 2012-03 for the construction and operation of a 6 unit 3,393 square foot retail building, including the review of building elevations and other site improvements.; to be constructed on one 12,500 square foot parcel, subject to the Conditions of Approval attached and incorporated herein by reference as Exhibit 1 ; and

b) Filing Notice: Authorizes the filing of a Notice of Determination; and

c) Location of Document: The development plans and documents incorporated therein and forming the record of decision therefore, shall be filed with the City of Bell Community Development Department at the Bell City Hall, located at 6330 Pine Avenue, Bell, California, 90201, and shall be made available for public review upon request.

PASSED, APPROVED AND ADOPTED this 17th day of October, 2012.

_____
Ali Saleh, Chairman

Approved as to form:

_____
David Aleshire, City Attorney

(Attestation by City Clerk on Separate Page)

CERTIFICATE OF ATTESTATION AND ORIGINALITY

I, Rebecca Valdez, City Clerk of the City of Bell, hereby attest to and certify that the foregoing resolution is the original Resolution No. 2012-64-PC adopted by the Bell City Council at its regular meeting held on the 17th day of October, 2012, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

_____

Rebecca Valdez, CMC, City Clerk

PROJECT #: ARB 2012-03

SUBJECT: Karmos Plaza Development

APPLICANT: Angelo Karmos

LOCATION: 4714 Gage Avenue, Bell CA 90201 • APN: 6326-007-012

A. ***ALL OF THE FOLLOWING CONDITIONS APPLY TO YOUR PROJECT.*****APPLICANT SHALL CONTACT THE PLANNING DIVISION, (323) 588-6211, FOR COMPLIANCE WITH THE FOLLOWING CONDITIONS:** General Requirements — Completion Date

1. ☒ If any of the Conditions of Approval alter a commitment made by the applicant in another document, the conditions enumerated herein shall take precedence unless superseded by a Development Agreement, which shall govern over any conflicting provisions of any other approval. ___/___/___

2. ☒ All approvals by City, unless otherwise specified, shall be by the department head of the department requiring the condition. All agreements, covenants, easements, deposits and other documents required herein where City is a party shall be in a form approved by the City Attorney. The Developer shall pay the cost for review and approval of such agreements and deposit necessary funds pursuant to a deposit agreement. All applicable development fees are due prior to the issuance of building permits.

3. ☒ A trust deposit account shall be established for all deposits and fees required in all applicable conditions of approval of the project. The trust deposit shall be maintained no deficits. The trust deposit shall be governed by a deposit agreement. The trust deposit account shall be maintained separate from other City funds and shall be non-interest bearing. City may make demands for additional deposits to cover all expenses over a period of 60 days and funds shall be deposited within 10 days of the request therefore, or work may cease on the Project

4. ☒ Indemnification. The applicant shall indemnify the City and its elected boards, commissions, officers, agents and employees and will hold and save them and each of them harmless from any and all actions, suites, claims, liabilities, losses, damages, penalties, obligations and expenses (including but not limited to attorneys' fees and costs) against the City and/or Agent for any such Claims or Litigation and shall be responsible for any judgment arising therefrom. The City shall provide the applicant with notice of the pendency of such action and shall request that the applicant defend such action. The applicant may utilize the City Attorney's office or use legal counsel of its choosing, but shall reimburse the City for any necessary legal cost incurred by City. The applicant shall provide a deposit in the amount of 100% of the City's estimate, in its sole and absolute discretion, of the cost of litigation, including the cost of any award of

attorney's fees, and shall make additional deposits as requested by City to keep the deposit at such level. The City may ask for further security in the form of a deed of trust to land of equivalent value. If the applicant fails to provide or maintain the deposit, the City may abandon the action and the applicant shall pay all costs resulting therefrom and City shall have no liability to the applicant. The applicant's obligation to pay the cost of the action, including judgment, shall extend until judgment. After judgment in a trial court, the parties must mutually agree as to whether any appeal will be taken or defended. The applicant shall have the right, within the first 30 days of the service of the complaint, in its sole and absolute discretion, to determine that it does not want to defend any litigation attacking the City's approvals in which case the City shall allow the applicant to settle the litigation on whatever terms the applicant determines, in its sole and absolute discretion, but applicant shall confer with City before acting and cannot bind City. In that event, the applicant shall be liable for any costs incurred by the City up to the date of settlement but shall have no further obligation to the City beyond the payment of those costs. In the event of an appeal, or a settlement offer, the Parties shall confer in good faith as to how to proceed. Notwithstanding the applicant's indemnity for claims and litigation, the City retains the right to settle any litigation brought against it in its sole and absolute discretion and the applicant shall remain liable.

5. ☒ All planning conditions of approval shall be blue printed as general notes on the front page of the approved set of building plans. ___/___/___

6. ☒ Except as set forth in conditions, development shall take place as shown on the approved set of plans and elevations. Any deviations must be approved by the Community Development Director before construction. ___/___/___

7. ☒ Except as set forth in conditions, development shall take place as shown on the approved site plans and elevations. Any deviations must be approved by the Community Development Director before construction.

8. ☒ Copies of the signed Planning Commission Resolutions of Approval of Conditions of Approval; and all environmental mitigations shall be included on the plans (full size). The sheet(s) are for information only to all parties involved in the construction/grading activities and are not required to be wet sealed/stamped by a licensed Engineer/Architect ___/___/___

9. ☒ The applicant shall be required to pay any applicable Fish and Game fees as shown below. The project planner will confirm which fees apply to this project. All checks are to be made payable to the Clerk of the Board Supervisors and submitted to the Planning Commission Secretary prior to the Planning Commission hearing: ___/___/___

   a) ☐ Notice of Exemption - $50 _____

   b) ☒ Notice of Determination - $50 _____

   c) ☒ Mitigated Negative Declaration - $ 2,151.50_____

   d) ☐ Environmental Impact Report - $2,969.00 _____

10. ☒ Prior to issuance of building permits, the following note shall be shown of the final site plan: ___/___/___

    Vehicular and truck traffic shall not be blocked or restricted except as noted on the approved site plan or as approved by the Community Development Director and County of Los Angeles Fire Department.

B. Time Limits

1. ☒ Conditional Use Permit, Architectural Review Board approval shall expire if building permits are not issued or approved use has not commenced within 1 year from the date of approval. ___/___/___

C. Site Development

1. ☒ The site shall be developed and maintained in accordance with the approved plans which include, site plans, architectural elevations, exterior materials and colors, landscaping and grading on file in the Community Development Department, the conditions contained herein, and the Zoning Code. No exterior structural alteration or building color change, other than those colors or building treatments originally approved by this application, shall be permitted without the prior approval of the Director of Community Development. ___/___/___

2. ☒ Prior to any use of the project site or business activity being commenced thereon, all Conditions of Approval shall be completed to the satisfaction of the Community Development Director. ___/___/___

3. ☒ Occupancy of the facilities shall not commence until such time as all Uniform Building Code and State Fire regulations have been complied with. Prior to occupancy, plans shall be submitted to the County of Los Angeles County Fire Department and the Building and Safety Division to show compliance. The buildings shall be inspected for compliance prior to occupancy. ___/___/___

4. ☒ Revised site plans and building elevations incorporating all Conditions of Approval shall be submitted for Community Development Director for review and approval prior to the issuance of building permits. ___/___/___

5. ☒ All site, grading, landscape, irrigation, and street improvement plans shall be coordinated for consistency with each other and for consistency with the requirements and standards of the City of Bell; prior to issuance of any permits (such as grading, tree removal, encroachment, building, etc.). ___/___/___

6. ☒ Approval of this request shall not waive compliance with all sections of the Bell Municipal Code, all other applicable City Ordinances, and Development Codes in effect at the time of building permit issuance. ___/___/___

7. ☒ A lighting plan, including a photometric diagram, shall be submitted with the building and site plans prior to issuance of a building permit. The lighting plan shall demonstrate that all on-site lighting will be shielded and that direct light will be confined within site boundaries. Parking lot and security lighting shall be clearly identified and be full cut-off fixtures preventing light above the horizontal plane of the fixture. Direct light spill-off shall not be permitted onto public rights of way or adjacent properties or be allowed to create a public nuisance. All such light fixtures shall be noted on project plans. The Plan shall be reviewed and approved by the Community Development Director and Police Department prior to the issuance of building permits. ___/___/___

8. ☒ Trash receptacle(s) are required and shall meet City standards. The trash enclosure shall include a decorative cover and automatic locking solid metal doors. The final design, locations, and the number of trash receptacles shall be subject to Community Development Director review and approval prior to the issuance of building permits. ___/___/___

9. ☒ All ground-mounted utility appurtenances such as transformers, AC condensers, back flow prevention devices, etc., shall be located out of public view and adequately screened through the use of a combination of concrete or masonry walls, berming, and/or landscaping to the satisfaction of the Community Development Director. The location of all electrical panels and meters shall be approved by the City prior to installation. Electrical panels and meters are prohibited in the front yard setback. Electrical panels and meters shall be screened with landscaping as approved by the City. ___/___/___

10. ☒ Stamped and stained concrete shall be installed within the front setback of each entry driveway. The color and design shall be approved by the Community Development Department. ___/___/___

11. ☒ All parkways, open areas, and landscaping shall be permanently maintained by the property owner, or other means acceptable to the City. ___/___/___

12. ☒ All driveway and parking areas shall not incorporate center swales. All drainage in common and private use areas shall be underground and shall not incorporate open gutters or center swales. ___/___/___

13. ☒ Walls and fencing shall be developed consistent with the approved site plan and any applicable conditions of approval.

14. ☒ Tarps are prohibited from use as carports, patio covers, shade covers, and covers for outdoor storage in all front and side yard setback areas, rear yard areas and over driveways and in parking and circulation areas. ___/___/___

15. ☒ Graffiti shall be removed within 72 hours at the sole cost and expense of the property owner. ___/___/___

16. ☒ The entire site shall be kept free from trash and debris at all times and in no event shall trash and debris remain for more than 24 hours. ___/___/___

D. Building Design

1. ☒ Prior to issuance of building permits the applicant shall demonstrate that the project is designed and will be built to meet the California 2010 Green Building Standards Code (CALGREEN) requirements for the appropriate building size category and use type. ___/___/___

2. ☒ The installation of exterior security doors, gates and window coverings, including but not limited to bars, grills, gates, and overhead roll down doors, or any exterior mounted covering of any type, shall be prohibited.

3. ☒ All roof appurtenances, including air conditioners and other roof mounted equipment and/or projections shall be screened from all sides and the sound shall be buffered from adjacent properties and streets as required by the Planning Division. Such screening shall be architecturally integrated with the building design and constructed to the satisfaction of the Community Development Director. Any roof-mounted mechanical equipment and/or ductwork, that projects vertically more than 18 inches above the roof or roof parapet, shall be screened by an architecturally designed enclosure which exhibits a permanent nature with the building design and is detailed consistent with the building. Any roof-mounted mechanical equipment and/or ductwork, that projects vertically less than 18 inches above the roof or roof parapet shall be painted consistent with the color scheme of the building. All building drainage shall be interior with no exterior downspouts or gutters. All building Details shall be included in building plans. ___/___/___

E. Parking and Vehicular Access (indicate details on building plans)

1. ☒ Handicap accessible stalls shall be provided as called for in the Bell Municipal Code. ___/___/___

2. ☒ Prior to Issuance of Building Permits, the applicant shall demonstrate compliance with the parking requirements for the project at the following ratios: ___/___/___

   a. *Office - 1 space per 200 square feet*

   b. *Commercial - 1 space per 200 square feet*

   c. *Restaurant- 1 space per 100 square feet*

F. Landscaping

1. ☒ A detailed landscape and irrigation plan, shall be prepared by a licensed landscape architect and submitted for Community Development Director for review and approval prior to the issuance of building permits. ___/___/___

2. ☒ A minimum of 20% of trees planted within industrial projects shall be specimen size trees - 24-inch box or larger. ___/___/___

3. ☒ Within parking lots, trees shall be planted at a rate of one 15-gallon tree for every two parking stalls. ___/___/___

4. ☒ The final design of the parkways, walls, landscaping, and sidewalks shall be included in the required landscape plans and shall be subject to Community Development Director review and approval and coordinated for consistency with any parkway landscaping plan which may be required by the Cities of Bell ___/___/___

5. ☒ Landscaping and irrigation systems required to be installed within the public right-of-way on the perimeter of this project area shall be continuously maintained by the developer. ___/___/___

6. ☒ Landscaping and irrigation shall be designed to conserve water through the principles of water efficient landscaping and meet all applicable standards for the Cities of Bell. ___/___/___

G. Signs

1. ☒ The signs indicated on the submitted plans are conceptual only and not a part of this approval. Any signs proposed for this development shall comply with the Sign Ordinance and shall require separate application and approval by the Community Development Director prior to installation of any signs. ___/___/___

H. Environmental

1. ☒ Mitigation measures are required for the project. The applicant is responsible for the cost of implementing said measures, including monitoring and reporting according to the approved Mitigation Monitoring and Reporting Program. Applicant shall be required to post cash, letter of credit, or other forms of guarantee acceptable to the Community Development Director, prior to the issuance of building permits, guaranteeing satisfactory performance and completion of all mitigation measures. These funds may be used by the City to retain consultants and/or pay for City staff time to monitor and report on the mitigation measures. Failure to complete all actions required by the approved environmental documents shall be considered grounds for forfeit. ___/___/___

2. ☒ In those instances requiring long term monitoring (i.e.) beyond final certificate of occupancy), the applicant shall provide a written monitoring and reporting program to the Community Development Director prior to issuance of building permits. Said program shall identify the reporter as an individual qualified to know whether the particular mitigation measure has been implemented. ___/___/___

3. ☒ The following measures shall be implemented during construction to substantially reduce NOX related emissions. They shall be included in the Grading Plan, Building Plans, and contract specifications. Contract specification language shall be reviewed by the City prior to issuance of a grading permit. ___/___/___

   a. *Off-road diesel equipment operators shall be required to shut down their engines rather than idle for more than five minutes, and shall ensure that*

all off-road equipment is compliant with the CARB in-use off-road diesel vehicle regulation and SCAQMD Rule 2449.

b. *Require the use of 2010 and newer diesel haul trucks (e.g., material delivery trucks and soil import/export) and if the lead agency determines that 2010 model year or newer diesel trucks cannot be obtained the lead agency shall use trucks that meet EPA 2007 model year NOX emissions requirements*

c. *The following note shall be included on all grading plans: During project construction, all internal combustion engines/construction, equipment operating on the project site shall meet EPA-Certified Tier 3 emissions standards, or higher according to the following:*

   1) *January 1, 2012, to December 31, 2014: All off-road diesel-powered construction equipment greater than 50 hp shall meet Tier 3 off-road emissions standards. In addition, all construction equipment shall be outfitted with BACT devices certified by CARB. Any emissions control device used by the contractor shall achieve emissions reductions that are no less than what could be achieved by a Level 3 diesel emissions control strategy for a similarly sized engine as defined by CARB regulations.*

   2) *Post-January 1, 2015: All off-road diesel-powered construction equipment greater than 50 hp shall meet the Tier 4 emission standards, where available. In addition, all construction equipment shall be outfitted with BACT devices certified by CARB. Any emissions control device used by the contractor shall achieve emissions reductions that are no less than what could be achieved by a Level 3 diesel emissions control strategy for a similarly sized engine as defined by CARB regulations.*

   3) *A copy of each unit's certified tier specification, BACT documentation, and CARB or SCAQMD operating permit shall be provided at the time of mobilization of each applicable unit of equipment.*

d. *The contractor and applicant, if the applicant's equipment is used, shall maintain construction equipment engines by keeping them tuned and regularly serviced to minimize exhaust emissions.*

e. *Use low sulfur fuel for stationary construction equipment. This is required by SCAQMD Rules 431.1 and 431.2.*

f. *Utilize existing power sources (i.e., power poles) when available. This measure would minimize the use of higher polluting gas or diesel generators.*

g. *Configure construction parking to minimize traffic interference.*

h. *Minimize obstruction of through-traffic lanes and provide temporary traffic controls such as a flag person during all phases of construction when needed to maintain smooth traffic flow. Construction shall be planned so that lane closures on existing streets are kept to a minimum.*

i. *Schedule construction operations, affecting traffic, for off-peak hours to the*

greatest extent possible.

j. *Develop a traffic plan to minimize traffic flow interference from construction activities (the plan may include advance public notice of routing, use of public transportation and satellite parking areas with a shuttle service.)*

k. *Construction-related equipment, including heavy-duty equipment, motor vehicles, and portable equipment, shall be turned off when not in use for more than five minutes.*

APPLICANT SHALL CONTACT THE BUILDING AND SAFETY DIVISION, FOR COMPLIANCE WITH THE FOLLOWING CONDITIONS:

NOTE: ANY REVISIONS MAY VOID THESE REQUIREMENTS AND NECESSITATE ADDITIONAL REVIEW(S)

I. General Requirements

1. ☒ Submit three complete sets of plans including the following: ___/___/___

   a. *Site/Plot Plan;*

   b. *Foundation Plan;*

   c. *Floor Plan;*

   d. *Ceiling and Roof Framing Plan;*

   e. *Electrical Plans including the size of the main switch, number and size of service entrance conductors, panel schedules, and single line diagrams;*

   f. *Plumbing and Sewer Plans, including isometrics, underground diagrams, water and waste diagram, sewer system location, fixture units, and heating and air conditioning; and*

   g. *Planning Division Project Number (i.e., CUP#, ARB #) clearly identified on the outside of all plans.*

2. ☒ Submit two sets of structural calculations, energy conservation calculations, and a soils report. Architect's/Engineer's stamp and "wet" signature are required prior to plan check submittal. ___/___/___

3. ☒ Contractors must show proof of State and City licenses and Workers' Compensation coverage to the City prior to permit issuance. ___/___/___

4. ☒ Separate permits are required for fencing and/or walls. ___/___/___

5. ☒ Business shall not open for operation prior to posting the Certificate of Occupancy issued by the Building and Safety Division. ___/___/___

J. Site Development

1. ☒ Plans shall be submitted for plan check and approved prior to construction. All plans shall be marked with the project file number. The applicant shall comply with the latest adopted California Codes, and all other applicable codes, ___/___/___

ordinances, and regulations in effect at the time of permit application.

2. ☒ Prior to issuance of building permits for a new commercial or industrial development project or major addition, the applicant shall pay development fees at the established rate. Applicant shall provide a copy of the school fees receipt to the Building and Safety Division prior to permits issuance. ___/___/___

3. ☒ Construction activity shall not occur between the hours of 8:00 p.m. and 6:00 a.m. Monday through Saturday, with no construction on Sunday or holidays. ___/___/___

4. ☒ Construction related truck trips shall not occur between the hours of 7:00 – 9:00 AM and 4:00 – 6:00 PM. ___/___/___

K. New Structures

1. ☒ Provide compliance with the 2010 California Building Code (CBC) for property line clearances considering use, area, and fire-resistiveness. ___/___/___

2. ☒ Provide compliance with the 2010 California Building Code for required occupancy separations. ___/___/___

3. ☒ Upon tenant improvement plan check submittal, additional requirements may be needed. ___/___/___

L. Existing Structures

1. ☒ Existing sewage disposal facilities shall be removed, filled and/or capped to comply with the California Building and Plumbing Codes. ___/___/___

2. ☒ Underground on-site utilities are to be located and shown on building plans submitted for building permit application. ___/___/___

3. ☒ Upon tenant improvement plan check submittal, additional requirements may be required. ___/___/___

4. ☒ Prior to the issuance of a grading or building permit, a Certified Environmental Professional shall confirm the presence or absence of ACMs and LBPs prior to structural demolition/renovation activities. Should ACMs or LBPs be present, demolition materials containing ACMs and/or LBPs shall be removed and disposed of at an appropriately permitted facility. ___/___/___

M. Grading

1. ☒ Grading of the subject property shall be in accordance with California Building Code, City Grading Standards, and accepted grading practices. Prior to issuance of grading permit by the City of Bell, the final grading (precise grading) plan shall be in substantial conformance with the approved grading plan showing building footprints, new and revised pads and elevations of finished grades, drainage routes, retaining walls, erosion and sediment control, Best Management Practices (BMPs) conforming to the approved Standard Urban Stormwater Management Plan (SUSMP), and other pertinent information. ___/___/___

2. ☒ A soils report shall be prepared by a qualified engineer licensed by the State of California to perform such work. ___/___/___

3. ☒ Prior to grading plan approval, the Project Applicant shall ensure that the project complies with Chapter 13.08, Stormwater and Urban Runoff Control, of the City of Bell Municipal Code. Water quality features intended to reduce construction-related erosion impacts shall be clearly denoted on the grading plans for implementation by the construction contractor.

4. ☒ Prior to issuance of any grading permit, the Grading Plan shall incorporate all engineering identified by the City Engineer. ___/___/___

5. ☒ Prior to issuance of any Grading Permit, the City Engineer and the Chief Building Official shall confirm that the Grading Plan, Building Plans, and specifications stipulate that, in compliance with SCAQMD Rule 403, excessive fugitive dust emissions shall be controlled by regular watering or other dust prevention measures, as specified in the SCAQMD's Rules and Regulations. In addition, SCAQMD Rule 402 requires implementation of dust suppression techniques to prevent fugitive dust from creating a nuisance off-site. Implementation of the following measures will reduce short-term fugitive dust impacts on nearby sensitive receptors and shall be noted on the grading plans: ___/___/___

   a. *All active portions of the construction site shall be watered every three hours during daily construction activities and when dust is observed migrating from the project site to prevent excessive amounts of dust;*

   b. *Pave or apply water every three hours during daily construction activities or apply non-toxic soil stabilizers on all unpaved access roads, parking areas, and staging areas. More frequent watering shall occur if dust is observed migrating from the site during site disturbance;*

   c. *Any on-site stockpiles of debris, dirt, or other dusty material shall be enclosed, covered, or watered twice daily, or non-toxic soil binders shall be applied;*

   d. *All grading and excavation operations shall be suspended when wind speeds exceed 25 miles per hour;*

   e. *Disturbed areas shall be replaced with ground cover or paved immediately after construction is completed in the affected area;*

   f. *Gravel bed trackout aprons (3 inches deep, 25 feet long, 12 feet wide per lane and edged by rock-berm or row of stakes) shall be installed to reduce mud/dirt trackout from unpaved truck exit routes;*

   g. *On-site vehicle speed shall be limited to 15 miles per hour;*

   h. *All on-site roads shall be paved as soon as feasible, watered twice daily, or chemically stabilized;*

   i. *Visible dust beyond the property line which emanates from the project shall be prevented to the maximum extent feasible;*

   j. *All material transported off-site shall be either sufficiently watered or*

securely covered to prevent excessive amounts of dust prior to departing the job site;

k. *Reroute construction trucks away from congested streets or sensitive receptor areas;*

l. *Track-out devices shall be used at all construction site access points; and*

m. *All delivery truck tires shall be watered down and/or scraped down prior to departing the job site.*

6. ☒ The final grading plan, appropriate certifications and compaction reports shall be completed, submitted, and approved by the Building and Safety Division prior to the issuance of building permits. ___/___/___

7. ☒ A separate grading plan check submittal is required for all new construction projects and for existing buildings where improvements being proposed will generate 50 cubic yards or more of combined cut and fill. The grading plan shall be prepared, stamped, and signed by a California registered Civil Engineer. ___/___/___

8. ☒ The following note shall be places on the grading plan prior to issuance of grading permit: ___/___/___

   In the event human remains are found during construction, no further excavation or disturbance of the site or any nearby area reasonably suspected to overlie adjacent remains shall occur until the County Coroner has made a determination of origin and disposition pursuant to Public Resources Code Section 5097.98 and California Health and Safety Code Section 7050.5.determined; within two working days of notification of the discovery. If the County Coroner determines that the remains are or believed to be Native American, the County Coroner shall notify the Native American Heritage Commission in Sacramento within 48 hours. In accordance with Section 5097.98 of the California Public Resources Code, the NAHC must immediately notify those persons it believes to be the most likely descended from the deceased Native American. The descendents shall complete their inspection within 48 hours of being granted access to the site. The designated Native American representative would then determine, in consultation with the property owner, the disposition of the human remains

9. ☒ The following note shall be places on the grading plan prior to issuance of grading permit: ___/___/__

   The final grading plan for this parcel shall be substantially the same, specifically with regard to pad elevations, size, and configuration. If there is a significant deviation between the two plans the Community Development Director and the City Engineer will review the plans and determine if a finding of substantial conformance can be made prior to the issuance of a grading permit. The Community Development Director and the City Engineer may refer the matter to the Planning Commission for an opinion before making a decision.

10. ☒ The following note shall be places on the grading plan prior to issuance of grading permit: ___/___/___

In the event that paleontological resources are unearthed during subsurface construction activities, a Los Angeles County-certified paleontologist shall be retained to evaluate the discovery prior to resuming grading in the immediate vicinity of the find. If the paleontological resources are found to be significant, the paleontologist shall determine appropriate actions, in cooperation with the City of Bell and property owner, which ensure proper exploration and/or salvage. A technical report shall be prepared and include the period of inspection, a catalogue and analysis of the fossils found, and the present repository of the fossils. The Project Applicant shall prepare excavated material to the point of identification and shall offer excavated finds for curatorial purposes to the County of Los Angeles, or its designee, on a first refusal basis.

11. ☒ Prior to issuance of a grading permit, the developer shall guarantee completion of grading by posting adequate security and entering into a grading agreement with the City. ___/___/___

APPLICANT SHALL CONTACT THE ENGINEERING DIVISION, FOR COMPLIANCE WITH THE FOLLOWING CONDITIONS:

N. Traffic

1. ☒ All approved project driveways shall remain open to traffic during business hours and all other times when vehicles are expected to enter or exit the site. ___/___/___

2. ☒ On-street parking or staging of vehicles will not be permitted to occur in conjunction with operation of the project facility. If actual parking or loading demand exceeds that provided, the project applicant shall either reconfigure the site to accommodate the demand or provide additional parking offsite within a reasonable walking distance. The design and construction of any site reconfiguration is subject to City review and approval. The arrangements for offsite parking, as well as any associated design and construction, are subject to City review and approval. ___/___/___

3. ☒ Prior to issuance of a Certificate of Occupancy by the City of Bell, the project applicant shall construct/reconstruct improvements as necessary to provide sidewalk across the entire Gage Avenue frontage to the satisfaction of the City Engineer. Obstructions such as power poles shall be relocated as part of these improvements. ___/___/___

O. Street Improvements

1. ☒ Prior to issuance of Certificate of Occupancy, Improvement Plans and Construction shall be completed:

   a. *Prior to any work being performed in public right-of-way, fees shall be paid and a construction permit shall be obtained from the Engineering Services Division, in addition to any other permits required.* ___/___/___

b. *Concentrated drainage flows shall not cross sidewalks. Under sidewalk drains shall be installed to City Standards.* ___/___/___

c. *All driveway approaches, ADA ramps, sidewalk, curb, gutter, signs, median, landscape and street lights shall conform to the applicable City of Bell standards, ordinances and policies.* ___/___/___

2. ☒ Water improvement plans including distribution system and appurtenances shall be approved by the County of Los Angeles Fire Marshal, the Water District/Company, and the City Engineer. Sanitary sewer plans shall be approved by the Los Angeles Sanitary Sewer District and the City Engineer. ___/___/___

P. Drainage and Flood Control

1. ☒ Prior to the issuance of a grading permit, the applicant shall prepare a Standard Urban Stormwater Mitigation Plan (SUSMP) specifically identifying the Best Management Practices (BMP's) that will be used on site to control predictable pollutant runoff. The plan shall identify the types of structural and non-structural measures to be used. The plan shall comply with the Los Angeles County Stormwater Management Plan. Particular attention should be addressed to the appendix section "Best Management Practices for New Development." The SUSMP shall clearly show the locations of structural BMP's, and assignment of long term maintenance responsibilities (which shall also be included in the Maintenance Agreement). The plan shall be prepared to the general form and content shown in the Los Angeles County SUSMP template and shall be submitted to the City Engineer for review and approval. ___/___/___

2. ☒ Prior to the issuance of a certificate of occupancy, the developer shall demonstrate that all structural Best Management Practices (BMP) described in the project's Standard Urban Stormwater Management Plan (SUSMP) have been constructed and installed. In addition, the developer is prepared to implement all non-structural BMP's described in the project's SUSMP. Two (2) copies of the SUSMP shall be available on-site. Prior to the issuance of a certificate of occupancy, all equipment shall be in place and in good working order as indicated in the SUSMP. ___/___/___

3. ☒ Upon completion of project construction, the project applicant shall submit a Notice of Termination (NOT) to the State Water Resources Quality Control Board (SWRCB) to indicate that construction is completed. ___/___/___

Q. Utilities

1. ☒ Provide underground utility services including sanitary sewerage system, water, gas (optional), electric power, telephone, and cable TV in accordance with the Utility Standards. Easements shall be provided as required. ___/___/___

2. ☒ The developer shall be responsible for the relocation of existing utilities as necessary. ___/___/___

3. ☒ Water and sewer plans shall be designed and constructed to meet the requirements of the Los Angeles County Sanitation District (Sanitation District), California Water Service Company (Cal Water), and the County of Los Angeles Fire Department (Fire Department). Letters of compliance from the Sanitation ___/___/___

District, Golden State Water, and the Fire Department are required.

4. ☒ Prior to the release of utilities or service connections, final building, electrical, plumbing, and/or mechanical approval, the owner or general contractor shall submit a list of all contractors and/or subcontractors performing work on this project or development to the Community Development Department. All Contractors shall obtain a business license to work and/or do business in the City of Bell. ___/___/___

R. General Requirements and Approvals

1. ☒ All improvement and grading plans shall be drawn on twenty-four (24) inch by thirty-six (36) inch mylar and signed by a registered civil engineer or other registered/licensed professional as required. ___/___/___

2. ☒ Prior to issuance of Certificate of Occupancy, all existing and new utilities including overhead power lines adjacent to and on-site shall be placed underground. ___/___/___

3. ☒ The applicant shall consult the Public Works Department regarding such required off-site improvements as streets lights, sidewalks, street trees, parkway improvements and curb and gutters. Plans shall illustrate all required public improvements.

APPLICANT SHALL CONTACT THE POLICE DEPARTMENT AND OBTAIN WRITTEN APPROVAL FOR COMPLIANCE WITH THE FOLLOWING CONDITIONS:

S. Security Lighting

1. ☒ All parking, common, and storage areas shall be lighted to maintain a minimum of 1-foot candle power. These areas should be lighted from sunset to sunrise and be on photo sensor cells. ___/___/___

2. ☒ All buildings shall have minimal security lighting to eliminate dark areas around the buildings, with direct lighting to be provided by all entryways. Lighting shall be consistent around the entire development. ___/___/___

3. ☒ Lighting in exterior areas shall be in vandal-resistant fixtures. ___/___/___

T. Building Numbering

1. ☒ Numbers and the backgrounds shall be of contrasting color and shall be reflective for nighttime visibility. ___/___/___

U. County of Los Angeles Fire Department

1. ☒ APPLICANT SHALL CONTACT THE LOS ANGELES COUNTY FIRE DEPARTMENT, FOR COMPLIANCE WITH FIRE REGULATIONS. PRIOR TO ISSUANCE OF BUILDING PERMIT PROOF OF PLAN CHECK INCLUDING FIRE SPRINKLER PLAN APPROVAL IS REQUIRED. ___/___/___

EXHIBIT 2
Mitigated Negative Declaration

AND

EXHIBIT 3
Mitigated Monitoring and Reporting Program

ARE UNDER SEPARATE COVER

RESOLUTION NO. 2012-66-PC

A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF BELL APPROVING A MITIGATED NEGATIVE DECLARATION AND MITIGATION MONITORING AND REPORTING PROGRAM FOR THE KARMOS PLAZA DEVELOPMENT PROJECT, INCLUDING ARCHITECTURAL REVIEW BOARD NO. 2012-03 FOR THE CONSTRUCTION AND OPERATION OF 3,393 SQUARE FOOT COMMERCIAL RETAIL BUILDING WITH 21 VEHICULAR PARKING SPACES, 1 LOADING SPACE AND 924 SQUARE FEET OF LANDSCAPING; TO BE CONSTRUCTED ON ONE 12,500 SQUARE FOOT PARCEL,; GENERALLY LOCATED BETWEEN PROSPECT AND VINEVALE AVENUES; 4714 GAGE AVENUE, CITY OF BELL, CA 90201 (APN: 6326-007-012)

WHEREAS, the Planning Commission of the City of Bell has reviewed the Karmos Plaza Development Project, at a meeting of October 17, 2012; and

WHEREAS, an Initial Study/Mitigated Negative Declaration was prepared for this project and was circulated to the public on October 5, 2012 and is included as Exhibit 1 to this Resolution; and

WHEREAS, the Initial Study/Mitigated Negative Declaration contained mitigation measures designed to reduce environmental impacts to a less than significant level; and,

WHEREAS, based on information contained in the final Initial Study/Mitigated Negative Declaration, the impacts of the Karmos Plaza Development Project have been reduced to a less than significant level; and

WHEREAS, the Planning Commission on October 17, 2012 conducted a duly noticed public hearing for the project and considered the environmental impacts as analyzed in the final Initial Study/Mitigated Negative Declaration; and

WHEREAS, no new environmental impacts or issues were raised during the public hearing.

NOW, THEREFORE, the Planning Commission of the City of Bell does hereby resolve, determine and order as follows:

Section 1 – The Planning Commission, in light of the whole record before it including but not limited to the City's local CEQA Guidelines and Thresholds of Significance, the proposed Mitigated Negative Declaration and documents incorporated therein by reference, any written comments received and responses provided, the proposed Mitigation Monitoring and Reporting Program and other substantial evidence (within the meaning of Public Resources Code § 21080(e) and § 21082.2) within the record and/or provided at the public hearing, hereby finds and determines as follows:

a. Review Period: That the City has provided the public review period for the Mitigated Negative Declaration for the duration required under CEQA Guidelines Sections 15073 and 15105; and

b. Compliance with Law: That the Mitigated Negative Declaration and Mitigation Monitoring Program were prepared, processed, and noticed in accordance with the California Environmental Quality Act (Public Resources Code Section 21000 et seq.), the CEQA Guidelines (14 California Code of Regulations Section 15000 et seq.) and the local CEQA Guidelines; and

c. Independent Judgment: That the Initial Study/Mitigated Negative Declaration for the Karmos Plaza Development Project represents the independent judgment of the City of Bell; and

d. Mitigation Monitoring Program: That the Mitigation Monitoring Program, included as Exhibit 2 to this Resolution, is designed to ensure compliance during project implementation in that changes to the project and/or mitigation measures have been incorporated into the project and are fully enforceable through permit conditions, agreements or other measures; and

e. No Significant Effect: That revisions made to the project plans agreed to by the applicant and mitigation measures imposed as conditions of approval on the project, avoid or mitigate any potential significant effects on the environment identified in the Initial Study to a point below the threshold of significance. Furthermore, after taking into consideration the revisions to the project and the mitigation measures imposed, the Planning Commission finds that there is no substantial evidence, in light of the whole record, from which it could be fairly argued that the project may have a significant effect on the environment. Therefore, the Planning Commission determines that the project will not have a significant effect on the environment; and

Section 2: Based upon the findings outlined in Section 1 above, the Planning Commission of the City of Bell hereby takes the following actions:

a. Adopt Mitigated Negative Declaration: Adopt the Mitigated Negative Declaration for the Karmos Plaza Development Project; and

b. Filing Notice: Authorize the filing of a Notice of Determination; and

c. Location of Document: The development plans and documents incorporated therein and forming the record of decision therefore, shall be filed with the City of Bell Community Development Department at the Bell City Hall, located at 6330 Pine Avenue, Bell, California, 90201, and shall be made available for public review upon request.

PASSED, APPROVED AND ADOPTED this 17th day of October, 2012.

_____
Ali Saleh, Chairman

Approved as to form:

_____
David Aleshire, City Attorney

(Attestation by City Clerk on Separate Page)

CERTIFICATE OF ATTESTATION AND ORIGINALITY

I, Rebecca Valdez, City Clerk of the City of Bell, hereby attest to and certify that the foregoing resolution is the original Resolution No. 2012-66-PC adopted by the Bell City Council at its regular meeting held on the 17th day of October, 2012, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

_____

Rebecca Valdez, CMC, City Clerk

EXHIBIT 1
Mitigated Negative Declaration (Under Separate Cover)

EXHIBIT 2
Mitigation Monitoring and Reporting Program

CITY OF BELL
INTIAL STUDY/MITIGATED NEGATIVE DECLARATION

1. Project Title: Karmos Plaza Development

2. Lead Agency Name and Address: City of Bell
   6330 Pine Ave., Bell, CA 90201
3. Contact Person and Phone Number: Carlos Chacon (323) 588-6211

4. Project Location: 4714 Gage Ave.
   Bell, Ca, 90201

5. Project Sponsor's Name: Angelo Karmos
   and Address 4660 E. Gage Ave.
   Bell, CA, 90201

6. General Plan Designation: The General Plan designation is considered Commercial.

7. Zoning: C-3R

8. Description of the Project: (Describe the whole action involved, including but not limited to later phases of the project, and any secondary, support, or off-site features necessary for its implementation. Attach additional sheets if necessary)
   Karmos Plaza Development is proposing the construction of a 6-unit retail space along Gage Ave. between Mayflower and Vinevale. If approved, the project will contain the following improvements:
   - Demolition of existing 1,412 sq ft single family residence
   - Construction of 3,393 sq. ft. of single story retail space consisting of 6 units divided as follows:
     - unit #1- proposed fast food restaurant 642 sq ft
     - unit #2- proposed retail 591 sq ft
     - unit #3- proposed retail 599 sq ft
     - unit #4- proposed retail 593 sq ft
     - unit #5- proposed retail 593 sq ft
     - unit #6- proposed retail 326 sq ft
   - Construction of 21 parking spaces covering approx. 6,400 sq ft.
   - Construction of 24 ft wide driveway approach along Gage Ave.
   - Landscaping of 7.39% of gross lot area, equivalent to 924 sq ft.
   - Construction of approx. 1037 sq ft. of 4" thick concrete pedestrian walk

9. Surrounding Land Uses and Setting: (Briefly describe the project's surroundings)
   The project site is located along the commercial corridor of Gage Ave. in between the residential streets of Prospect Ave. and Vinevale Ave. The site is bordered by medium density residential to the south, and commercial to the West, East and North.

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

    California Environmental Quality Site Plan Review, Architectural Review Board

ENVIRONMENTAL FACTORS POTENTIALLY AFFECTED:

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

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

ENVIRONMENTAL DETERMINATION:

On the basis of this initial evaluation:

☐ I find that the proposed project COULD NOT have a significant effect on the Environment and a NEGATIVE DECLARATION will be prepared.

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

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

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

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

Signature _____ Date _____

Joe Perez
Director of Community Development

EVALUATION OF ENVIRONMENTAL IMPACTS:

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

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

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

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

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

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

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

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

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

9) The explanation of each issue should identify:

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

INITIAL STUDY

A. INITIAL STUDY CHECKLIST

IMPACT CATEGORY	Sources*	Potentially Significant Impact	Less than Significant w/Mitigation Incorporated	Less Than Significant Impact	No Impact
***See Source References at the end of this Checklist.**					

1. AESTHETICS -- Would the project:

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

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

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

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

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

IMPACT CATEGORY	Sources*	Potentially Significant Impact	Less than Significant w/Mitigation Incorporated	Less Than Significant Impact	No Impact
***See Source References at the end of this Checklist.**					
d) Expose sensitive receptors to substantial pollutant concentrations?				x	
e) Create objectionable odors affecting a substantial number of people?					x

4. BIOLOGICAL RESOURCES -- Would the project:

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

5. CULTURAL RESOURCES -- Would the project:

a) Cause a substantial adverse change in the significance of a historical resource as defined in §15064.5	1. pg 10 tbl 1		x		
b) Cause a substantial adverse change in the significance of an archaeological resource pursuant to §15064.5?					x
c) Directly or indirectly destroy a unique paleontological resource or site or unique geologic feature?					x
d) Disturb any human remains, including those interred outside of formal cemeteries?					x

IMPACT CATEGORY	Sources*	Potentially Significant Impact	Less than Significant w/Mitigation Incorporated	Less Than Significant Impact	No Impact
*See Source References at the end of this Checklist.					

6. GEOLOGY AND SOILS -- Would the project:

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

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

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

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

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

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

IMPACT CATEGORY	Sources*	Potentially Significant Impact	Less than Significant w/Mitigation Incorporated	Less Than Significant Impact	No Impact
***See Source References at the end of this Checklist.**					
i) Expose people or structures to a significant risk of loss, injury or death involving flooding, including flooding as a result of the failure of a levee or dam?					x
j) Inundation by seiche, tsunami, or mudflow?					x

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

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

10. MINERAL RESOURCES -- Would the project:

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

11. NOISE -- Would the project result in:

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

IMPACT CATEGORY	Sources*	Potentially Significant Impact	Less than Significant w/Mitigation Incorporated	Less Than Significant Impact	No Impact
***See Source References at the end of this Checklist.**					
f) For a project within the vicinity of a private airstrip, would the project expose people residing or working in the project area to excessive noise levels?					x

12. POPULATION AND HOUSING -- Would the project:

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

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

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

14. RECREATION:

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

15. TRANSPORTATION/TRAFFIC -- Would the project:

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

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

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

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

17. MANDATORY FINDINGS OF SIGNIFICANCE:

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

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

SOURCE REFERENCES:

1.	City of Bell General Plan, Adopted April 6, 1987, amended October 7, 1996
2.	City of Bell General Plan EIR, October 1, 1986
3.	CEQA Air Quality Handbook, South Coast Air Quality Management District, April 1993
4.	Intentionally left blank
5.	Field Observations of the site and the surrounding area
6.	
Note: The preceding source documents are available for public review at the City of Bell Administrative Offices, 6330 Pine Avenue, Bell, CA 90201	

Aesthetics

Project activities likely to create an impact:

- Mobilization of construction equipment
- Redirection of traffic
- Movement of vehicles and trucks to transport personnel and materials to the site during construction
- Noise and dust from demolition operations
- Lighting for night work

C.) *Substantially degrade the existing visual character or quality of the site and its surroundings?*
Demolition of existing infrastructure will degrade the visual character of the site, but is temporary, and when complete the improvements will have upgraded the visual character of the site.

Mitigation Measure
AES-1
Construction equipment staging areas shall be located, to the greatest extent feasible, away from surrounding uses in order to minimize public views of construction equipment. Appropriate screening (i.e.: temporary fencing with opaque material) shall be utilized to shield views of construction equipment and material.

D.) *Create a new source of substantial light or glare which would adversely affect day or nighttime views in the area?*
The project itself will not create a new source of light, but night time construction activities may require the use of light plants. Temporary light sources may be directed north to prevent disturbance of the residential neighborhood. New Parking lot lighting will be mitigated with appropriate shielding.

Mitigation Measure
AES-2
Prior to occupancy of the Karmos Development Project, all on-site lighting shall be shielded and confined within the site boundaries. Light spill-off shall not be permitted onto public streets or adjacent properties or create a public nuisance. Parking lighting shall be shielded for zero glare spill off. All such light fixtures shall be noted on project plans.

Air Quality

Project activities likely to create an impact:

- Use of construction equipment
- Use of vehicles to transport materials and personnel to and from the site during construction
- Use of generators to power support systems, which include pumps, work lights, and administrative facilities
- Demolition and movement of construction equipment, which will generate dust

C.) *Result in a cumulatively considerable net increase of any criteria pollutant for which the project region is non-attainment under an applicable federal or state ambient air quality standard (including releasing emissions which exceed quantitative thresholds for ozone precursors)?*
On-site equipment will produce emissions, but will be mitigated using the following measures:

- Idling time will be minimized, not to extend beyond 5 minutes

- All equipment will be maintained in accordance with manufacturer specifications, equipped with the best available control technologies for emissions, and required to meet current CARB standards
    - Electric power will be used where feasible. Fugitive dust will be moderated with water as needed.

Mitigation Measures

AQ-1

Prior to the issuance of any grading permit, the City Engineer and the Chief Building Official shall confirm that the Grading Plan, Building Plans, and specifications stipulate that, in compliance with SCAQMD Rule 403, excessive fugitive dust emissions shall be controlled by regular watering or other dust prevention measures, as specified in the SCAQMD's Rules and Regulations. In addition, SCAQMD Rule 402 requires implementation of dust suppression techniques to prevent fugitive dust from creating a nuisance off-site.

D.) Expose sensitive receptors to substantial pollutant concentrations?

The project site is surrounded by residential and commercial uses that expose people to the daily air quality risks of dust and emissions from construction. However, emissions will not be significant enough to create an impact.

Cultural Resources

A.) Cause a substantial adverse change in the significance of a historical resource as defined in §15064.5.

The existing structure on the site is listed as a historic structure within the City of Bell General Plan. However, the building is of negligible historical significance. Therefore the project will require that the environmental mitigation consist of the applicant hire an architectural consultant that will create a set of construction drawing plans, document photos to file the historical significance of the site with the City and the local Public Library. A technical report shall be prepared and include a catalogue of the items noted.

Geology and Soils

Project activities likely to create an impact:

- Open excavations
- Removal of existing storm drainage/Installation of new storm drainage

B.) Result in substantial soil erosion or the loss of topsoil?

During construction, excavations will expose soil to the weather, making them prone to flooding and destabilization in a major rain event, particularly due to runoff from surrounding roadways. This can be mitigated by minimizing the time that excavations are open and installing the storm drainage structures as soon as possible.

Mitigation Measure

GEO-1

The project will be subject to compliance with the requirements set forth in the National Pollutant Discharge Elimination System (NPDES) Storm Water General Construction Permit for construction activities. Prior to grading approval, the project applicant shall ensure that the project complies with Chapter 13.08, Storm water and urban run-off control, of the City of Bell Municipal Code.

Water quality features intended to reduce construction-related erosion impacts shall be clearly denoted on the grading plans for implementation by the construction contractor.

Hydrology and Water Quality

Project activities likely to create an impact:

- Open excavations
- Removal of existing storm drainage/Installation of new storm drainage
- Replacement of permeable surfaces with impermeable

D.) *Substantially alter the existing drainage pattern of the site or area, including through the alteration of the course of a stream or river, or substantially increase the rate or amount of surface runoff in a manner which would result in flooding on- or off-site?*
The current permeable yard space will be replaced with an impermeable parking area and pedestrian walkway. The impacts will be minimal with an adequate drainage system.

Mitigation Measure
HWQ-1
The proposed project shall conform to the requirements of an approved Storm Water Pollution Prevention Plan (SWPPP) (to be applied for During Grading Plan Process) and the NPDES Permit for General Construction Activities No. CAS000002, Order No. 2009-0009DWQ, including implementation for all recommended Best Management Practices (BMPs) both post and pre-construction.

Noise

Project activities likely to create an impact:

- Use of construction equipment
- Use of vehicles to transport materials and personnel to and from the site during construction
- Use of generators to power support systems, which include pumps, work lights, and administrative facilities
- Potential night work
- Change from residential to commercial use

a.) *Exposure of persons to or generation of noise levels in excess of standards established in the local general plan or noise ordinance, or applicable standards of other agencies?*
It is anticipated that the project will produce excess noise within the area. Although not located near any noise sensitive land uses, construction operations will contribute to the noise generated by the nearby Gage Ave.

b.) *Exposure of persons to or generation of excessive ground borne vibration or ground borne noise levels?*
Ground borne vibrations and noise levels will be confined to the project site during construction activities. Operations will not involve significant subsurface work – vibrations will most likely be attributed to milling and soil compaction, which are minimal.

c.) *A substantial permanent increase in ambient noise levels in the project vicinity above levels existing without the project?*
The conversion from residential use to commercial will result increased noise levels. Since the project is located in a commercial corridor this impact will be negligible.

d.) *A substantial temporary or periodic increase in ambient noise levels in the project vicinity above levels existing without the project?*
During the course of construction noise level will rise but this will be temporary.

Transportation/Traffic

Project activities likely to create an impact:

- Increased traffic activity during construction, particularly during installation of driveway
- Increased traffic due to commercial designation

a.) *Cause an increase in traffic which is substantial in relation to the existing traffic load and capacity of the street system (i.e., result in a substantial increase in either the number of vehicle trips, the volume to capacity ratio on roads, or congestion at intersections?*
Traffic will increase during construction and continue as the transition to commercial designation will be accompanied by more vehicle trips. However, the scale of the project will make this contribution minimal as Gage Ave. is already a heavily traveled corridor.

Utilities and Service Systems

b.) *Require or result in the construction of new storm water drainage facilities or expansion of existing facilities, the construction of which could cause significant environmental effects?*
The project as proposed will require the construction of new storm water treatment facilities including compliance with NPDES Best Management Practices both pre and post construction monitoring plan.

ENVIRONMENTAL QUALITY ACT
MITIGATED NEGATIVE DECLARATION

APPLICANT: City of Bell, 6330 Pine Avenue, Bell, California 90201

PROJECT ADDRESS: 4714 Gage Avenue, Bell, California 90201

TYPE OF PERMIT: Architectural Review Board 2012-03

DESCRIPTION OF PROPOSED PROJECT:

The Karmos Plaza Development Project proposes the development of a 3,393 square-foot retail building and associated parking on the 12,500 square foot project site. The project site is located within the southwestern portion of the City of Bell at 4714 Gage Avenue.

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

I DECLARE THAT I HAVE EXAMINED THE PLANS FOR THE ABOVE CAPTIONED PROJECT AS SUBMITTED BY THE APPLICANT AND ON THE BASIS OF THE "ASSESSMENT OF ENVIRONMENTAL QUESTIONAIRRE" ON FILE IN MY OFFICE AS A PUBLIC DOCUMENT, IT IS IN MY OPINION THAT THIS PROJECT WILL HAVE NO SIGNIFICANT IMPACT UPON THE ENVIRONMENT WITHIN THE MEANING OF THE ENVIRONEMTNAL QUALITY ACT OF 1970

DATE: 10/17/12

_____

Joe Perez
Community Development Director
City of Bell

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

MITIGATION MONITORING AND REPORTING PROGRAM

CEQA requires that when a public agency completes an environmental document which includes measures to mitigate or avoid significant environmental effects, the public agency must adopt a reporting or monitoring plan. This requirement ensures that environmental impacts found to be significant will be mitigated. The reporting or monitoring plan must be designed to ensure compliance during project implementation (*Public Resources Code* Section 21081.6).

In compliance with *Public Resources Code* Section 21081.6, the attached *Mitigation Monitoring and Reporting Program* has been prepared for the proposed Bandini Industrial Center Project. This *Mitigation Monitoring and Reporting Program* is intended to provide verification that all mitigation measures identified in the Initial Study prepared for the project are monitored and reported. Monitoring will include 1) verification that each mitigation measure has been implemented; 2) recordation of the actions taken to implement each mitigation; and 3) retention of records in the project file.

This *Mitigation Monitoring and Reporting Program* delineates responsibilities for monitoring the project, but also allows the City of Bell flexibility and discretion in determining how best to monitor implementation. Monitoring procedures will vary according to the type of mitigation measure. Adequate monitoring consists of demonstrating that monitoring procedures took place and that mitigation measures were implemented.

Reporting consists of establishing a record that a mitigation measure is being implemented, and generally involves the following steps:

- The City distributes reporting forms to the appropriate entities for verification of compliance.
- Departments/agencies with reporting responsibilities will review the Initial Study, which provides general background information on the reasons for including specified mitigation measures.
- Problems or exceptions to compliance will be addressed to the City as appropriate.
- Periodic meetings may be held during project implementation to report on compliance of mitigation measures.
- Responsible parties provide the City with verification that monitoring has been conducted and ensure, as applicable, that mitigation measures have been implemented. Monitoring compliance may be documented through existing review and approval programs such as field inspection reports and plan review.
- The City prepares a reporting form periodically during the construction phase and an annual report summarizing all project mitigation monitoring efforts.
- Appropriate mitigation measures will be included in construction documents and/or conditions of permits/approvals.

Minor changes to the *Mitigation Monitoring and Reporting Program*, if required, would be made in accordance with CEQA and would be permitted after further review and approval by the City. Such changes could include reassignment of monitoring and reporting responsibilities, plan redesign to make any appropriate improvements, and/or modification, substitution or deletion of mitigation measures subject to conditions described in *CEQA Guidelines* Section 15162. No change will be permitted unless the *Mitigation Monitoring and Reporting Program* continues to satisfy the requirements of *Public Resources Code* Section 21081.6.

MITIGATION MONITORING AND REPORTING CHECKLIST

Mitigation Number	Mitigation Measure	Monitoring and Reporting Process	Monitoring Milestones	Party Responsible for Monitoring	VERIFICATION OF COMPLIANCE		
					Initials	Date	Remarks
AESTHETICS							
AES-1	Construction equipment staging areas shall be located, to the greatest extent feasible, away from surrounding uses in order to minimize public views of construction equipment. Appropriate screening (i.e.: temporary fencing with opaque material) shall be utilized to shield views of construction equipment and material	Review of Project Plans	Prior to Issuance of Grading Permit; During Construction	City of Bell Engineering and Building Departments; Construction Contractor			
AES-2	Prior to occupancy of the Karmos Development Project, all on-site lighting shall be shielded and confined within the site boundaries. Light spill-off shall not be permitted onto public streets or adjacent properties or create a public nuisance. Parking lighting shall be shielded for zero glare spills off. All such light fixtures shall be noted on project plans.	Review of Project Plans	Prior to Issuance of Grading Permit; During Construction	City of Bell Engineering and Building Departments; Construction Contractor			
AIR QUALITY							
AQ-1	Prior to issuance of any Grading Permit, the City Engineer and the Chief Building Official shall confirm that the Grading Plan, Building Plans, and specifications stipulate that, in compliance with SCAQMD Rule 403, excessive fugitive dust emissions shall be controlled by regular watering or other dust prevention measures, as specified in the SCAQMD's Rules and Regulations. In addition, SCAQMD Rule 402 requires implementation of dust suppression techniques to prevent fugitive dust from creating a nuisance off-site. Implementation of the following measures would reduce short-term fugitive dust impacts on nearby sensitive receptors:	Review of Project Plans; Construction Inspections	Prior to Issuance of Grading Permit; During Construction	City of Bell Engineering and Building Departments; Construction Contractor			

Mitigation Number	Mitigation Measure	Monitoring and Reporting Process	Monitoring Milestones	Party Responsible for Monitoring	VERIFICATION OF COMPLIANCE		
					Initials	Date	Remarks
	• All active portions of the construction site shall be watered every three hours during daily construction activities and when dust is observed migrating from the project site to prevent excessive amounts of dust; • Pave or apply water every three hours during daily construction activities or apply non-toxic soil stabilizers on all unpaved access roads, parking areas, and staging areas. More frequent watering shall occur if dust is observed migrating from the site during site disturbance; • Any on-site stockpiles of debris, dirt, or other dusty material shall be enclosed, covered, or watered twice daily, or non-toxic soil binders shall be applied; • All grading and excavation operations shall be suspended when wind speeds exceed 25 miles per hour; • Disturbed areas shall be replaced with ground cover or paved immediately after construction is completed in the affected area; • Gravel bed trackout aprons (3 inches deep, 25 feet long, 12 feet wide per lane and edged by rock berm or row of stakes) shall be installed to reduce mud/dirt trackout from unpaved truck exit routes; • On-site vehicle speed shall be limited to 15 miles per hour; • All on-site roads shall be paved as soon as						

Mitigation Number	Mitigation Measure	Monitoring and Reporting Process	Monitoring Milestones	Party Responsible for Monitoring	VERIFICATION OF COMPLIANCE		
					Initials	Date	Remarks
	feasible, watered twice daily, or chemically stabilized; • Visible dust beyond the property line which emanates from the project shall be prevented to the maximum extent feasible; • All material transported off-site shall be either sufficiently watered or securely covered to prevent excessive amounts of dust prior to departing the job site; • Reroute construction trucks away from congested streets or sensitive receptor areas; • Track-out devices shall be used at all construction site access points; and • All delivery truck tires shall be watered down and/or scraped down prior to departing the job site.						
AQ-2	The following measures shall be implemented during construction to substantially reduce NO_x related emissions. They shall be included in the Grading Plan, Building Plans, and contract specifications. Contract specification language shall be reviewed by the City prior to issuance of a grading permit. • Off-road diesel equipment operators shall be required to shut down their engines rather than idle for more than five minutes, and shall ensure that all off-road equipment is compliant with the CARB in-use off-road diesel vehicle regulation and SCAQMD	Review of Project Plans; Construction Inspections	Prior to Issuance of Grading Permit; During Construction	City of Bell Engineering and Building Departments; Construction Contractor			

Mitigation Number	Mitigation Measure	Monitoring and Reporting Process	Monitoring Milestones	Party Responsible for Monitoring	VERIFICATION OF COMPLIANCE		
					Initials	Date	Remarks
	Rule 2449. • Require the use of 2010 and newer diesel haul trucks (e.g., material delivery trucks and soil import/export) and if the lead agency determines that 2010 model year or newer diesel trucks cannot be obtained the lead agency shall use trucks that meet EPA 2007 model year NO_X emissions requirements • The following note shall be included on all grading plans: During project construction, all internal combustion engines/construction, equipment operating on the project site shall meet EPA-Certified Tier 3 emissions standards, or higher according to the following: - January 1, 2012, to December 31, 2014: All off-road diesel-powered construction equipment greater than 50 hp shall meet Tier 3 off-road emissions standards. In addition, all construction equipment shall be outfitted with BACT devices certified by CARB. Any emissions control device used by the contractor shall achieve emissions reductions that are no less than what could be achieved by a Level 3 diesel emissions control strategy for a similarly sized engine as defined by CARB regulations. - Post-January 1, 2015: All off-road diesel-powered construction equipment greater than 50 hp shall						

Mitigation Number	Mitigation Measure	Monitoring and Reporting Process	Monitoring Milestones	Party Responsible for Monitoring	VERIFICATION OF COMPLIANCE		
					Initials	Date	Remarks
	meet the Tier 4 emission standards, where available. In addition, all construction equipment shall be outfitted with BACT devices certified by CARB. Any emissions control device used by the contractor shall achieve emissions reductions that are no less than what could be achieved by a Level 3 diesel emissions control strategy for a similarly sized engine as defined by CARB regulations. - A copy of each unit's certified tier specification, BACT documentation, and CARB or SCAQMD operating permit shall be provided at the time of mobilization of each applicable unit of equipment. • The contractor and applicant, if the applicant's equipment is used, shall maintain construction equipment engines by keeping them tuned and regularly serviced to minimize exhaust emissions. • Use low sulfur fuel for stationary construction equipment. This is required by SCAQMD Rules 431.1 and 431.2. • Utilize existing power sources (i.e., power poles) when available. This measure would minimize the use of higher polluting gas or diesel generators. • Configure construction parking to minimize traffic interference.						

Mitigation Number	Mitigation Measure	Monitoring and Reporting Process	Monitoring Milestones	Party Responsible for Monitoring	VERIFICATION OF COMPLIANCE		
					Initials	Date	Remarks
	• Minimize obstruction of through-traffic lanes and provide temporary traffic controls such as a flag person during all phases of construction when needed to maintain smooth traffic flow. Construction shall be planned so that lane closures on existing streets are kept to a minimum. • Schedule construction operations affecting traffic for off-peak hours to the best extent when possible. • Develop a traffic plan to minimize traffic flow interference from construction activities (the plan may include advance public notice of routing, use of public transportation and satellite parking areas with a shuttle service.) • Construction-related equipment, including heavy-duty equipment, motor vehicles, and portable equipment, shall be turned off when not in use for more than five minutes.						
CULTURAL RESOURCES							
CUL-1	In the event buried cultural resources are discovered during grading activities, a Los Angeles County-certified archaeologist shall be retained to evaluate the discovery prior to resuming grading in the immediate vicinity of the find. If warranted, the archaeologist shall collect the resource, and prepare a technical report describing the results of the investigation. The test-level report shall evaluate the site including discussion of significance (depth, nature, condition, and extent of the resources), final mitigation recommendations, and cost estimates. The Project Applicant shall	Monitoring During Grading Activities (if required)	During Grading Activities	City of Bell Planning Department; Project Archaeologist (if required)			

Mitigation Number	Mitigation Measure	Monitoring and Reporting Process	Monitoring Milestones	Party Responsible for Monitoring	VERIFICATION OF COMPLIANCE		
					Initials	Date	Remarks
	prepare excavated material to the point of identification and shall offer excavated finds for curatorial purposes to the County of Los Angeles, or its designee, on a first refusal basis.						
CUL-2	In the event that paleontological resources are unearthed during subsurface construction activities, a Los Angeles County-certified paleontologist shall be retained to evaluate the discovery prior to resuming grading in the immediate vicinity of the find. If the paleontological resources are found to be significant, the paleontologist shall determine appropriate actions, in cooperation with the City of Bell and property owner, which ensure proper exploration and/or salvage. A technical report shall be prepared and include the period of inspection, a catalogue and analysis of the fossils found, and the present repository of the fossils. The Project Applicant shall prepare excavated material to the point of identification and shall offer excavated finds for curatorial purposes to the County of Los Angeles, or its designee, on a first refusal basis.	Monitoring During Grading Activities (if required)	During Grading Activities	City of Bell Planning Department; Project Paleontologist (if required)			
CUL-3	In the event human remains are found during construction, no further excavation or disturbance of the site or any nearby area reasonably suspected to overlie adjacent remains shall occur until the County Coroner has determined, within two working days of notification of the discovery, the appropriate treatment and disposition of the human remains. If the County Coroner determines that the remains are or believed to be Native American, the County Coroner shall notify the Native American Heritage Commission in Sacramento within 48 hours. In accordance with Section 5097.98 of the California Public Resources Code, the NAHC must immediately notify those	Monitoring During Grading Activities (if required)	During Grading Activities	City of Bell Planning Department; County Coroner (if required)			

Mitigation Number	Mitigation Measure	Monitoring and Reporting Process	Monitoring Milestones	Party Responsible for Monitoring	VERIFICATION OF COMPLIANCE		
					Initials	Date	Remarks
	persons it believes to be the most likely descended from the deceased Native American. The descendents shall complete their inspection within 48 hours of being granted access to the site. The designated Native American representative would then determine, in consultation with the property owner, the disposition of the human remains.						
CUL-4	Prior to the issuance of any demolition permit, the project will require that the environmental mitigation consist of the applicant hire an architectural consultant that will create a set of construction drawing plans, document photos to file the historical significance of the site with the City and the local Public Library. A technical report shall be prepared and include a catalogue of the items noted.	Monitoring During Grading Activities	During Grading Activities	City of Bell Planning Department			
GEOLOGY AND SOILS							
GEO-1	Prior to issuance of any grading permit, the Grading Plan shall incorporate recommendations identified by the City Engineer.	Review of Project Plans	Prior to the Issuance of Grading Permit	City of Bell Engineering Department			
GEO-2	Prior to grading plan approval, the Project Applicant shall ensure that the project complies with Chapter 13.08, Stormwater and Urban Runoff Control, of the *City of Bell Municipal Code*. Water quality features intended to reduce construction-related erosion impacts shall be clearly denoted on the grading plans for implementation by the construction contractor.	Review of Project Plans	Prior to the Issuance of Grading Permit	City of Bell Engineering Department			
HAZARDS AND HAZARDOUS MATERIALS							
HAZ-1	Prior to the issuance of a grading or building permit, a Certified Environmental Professional shall confirm the presence or absence of ACMs and LBPs prior to structural demolition/renovation activities. Should ACMs or LBPs be present, demolition materials containing ACMs and/or LBPs	Completion of ACM and LBP Survey	Prior to the Issuance of Grading or Building Permit	City of Bell Engineering and Building Departments			

Mitigation Number	Mitigation Measure	Monitoring and Reporting Process	Monitoring Milestones	Party Responsible for Monitoring	VERIFICATION OF COMPLIANCE		
					Initials	Date	Remarks
	shall be removed and disposed of at an appropriate permitted facility.						
HYDROLOGY AND WATER QUALITY							
HWQ-1	Prior to Grading Permit issuance and as part of the project's compliance with the NPDES requirements, a Notice of Intent (NOI) shall be prepared and submitted to the State Water Resources Quality Control Board (SWRCB), providing notification and intent to comply with the State of California General Permit.	SWRCB Construction General Permit	Prior to Issuance of Grading Permit	SWRCB; City of Bell Engineering and Building Departments			
HWQ-2	The proposed project shall conform to the requirements of an approved Storm Water Pollution Prevention Plan (SWPPP) (to be applied for during the Grading Plan process) and the NPDES Permit for General Construction Activities No. CAS000002, Order No, 2009-0009-DWQ, including implementation of all recommended Best Management Practices (BMPs), as approved by the State Water Resources Quality Control Board (SWRCB).	SWRCB Construction General Permit; Preparation of SWPPP	Prior to Issuance of Grading Permit	SWRCB; City of Bell Engineering and Building Departments			
HWQ-3	As part of the plan review process, the City of Bell shall ensure that project plans identify a suite of storm water quality BMPs that are designed to address the most likely sources of storm water pollutants resulting from operation of the proposed project, consistent with the SUSMP. Pollutant sources to be addressed by these BMPs include, but are not necessarily limited to, parking lots, landscaped areas, trash storage locations, and storm drain inlets. The design and location of these BMPs will be subject to review and comment by the City but shall generally adhere to the standards associated with the Phase II NPDES storm water permit program. Implementation of these BMPs shall be assured by the City Engineer	Review of Project Plans	Prior to the Issuance of Grading or Building Permit	City of Bell Engineering and Building Departments			

Mitigation Number	Mitigation Measure	Monitoring and Reporting Process	Monitoring Milestones	Party Responsible for Monitoring	VERIFICATION OF COMPLIANCE		
					Initials	Date	Remarks
	prior to the issuance of Grading or Building Permits.						
HWQ-4	Upon completion of project construction, the project applicant shall submit a Notice of Termination (NOT) to the State Water Resources Quality Control Board (SWRCB) to indicate that construction is completed.	Submittal of NOT	Upon Completion of Construction	Project Applicant; Construction Contractor			

City of Bell
Agenda Report

DATE: October 17, 2012

TO: Mayor and Members of the City Council Acting as Successor Agency to the former Bell Community Redevelopment Agency

FROM: Joe Perez, Community Development Director

APPROVED: _____
BY Doug Willmore, City Manager

SUBJECT: Consideration of a Resolution Approving the Housing Due Diligence Review and Authorizing the Transmittal of the Review to the Oversight Board and Other Agencies as Required by Law

RECOMMENDATION

It is recommended that the City Council, acting as Successor Agency, adopt the attached Resolution authorizing the transmittal of the Housing Due Diligence Review (DDR) and other related documents to the Oversight Board and to other affected entities as required by Section 34179.6 of the California Health and Safety Code.

BACKGROUND

At its August 15, 2012 meeting, the Successor Agency to the Bell Community Redevelopment ("Successor Agency") approved and transmitted to the Oversight Board the third Recognized Obligation Payment Schedule covering January to June 2012 ("ROPS III"), which was subsequently approved by the Oversight Board at its August 20, 2012 meeting and submitted to the State Department of Finance (DOF) on August 21, 2012.

AB 1484 requires the Successor Agency to retain a licensed accountant to determine the unobligated fund balances available for transfer to the taxing agencies, including to the City of Bell General Fund. The first part of the two-part review pertains to the Low and Moderate Income Housing Funds ("LMIHF"), and was to be completed and submitted by the Successor Agency to the Oversight Board and other entities by October 1, 2012. The Oversight Board has until October 15, 2012 to complete a public comment session, and review, approve and transmit the housing review to certain state and county officials. The Bell Successor Agency has been in contact with the DOF to make arrangements to complete this review of the LMIHF past the required deadline. A second review of the non-housing funds will also be conducted by the Successor Agency and is due to the Oversight Board by December 15, 2012.

DISCUSSION

Enacted by Assembly Bill 1484, Section 34179.5 of the Health and Safety Code requires a successor agency to select, and for the county auditor-controller to approve the selection of, a licensed accountant with experience and expertise in local government accounting, to conduct "due diligence reviews" to determine the unobligated balances available for transfer to taxing entities relating to housing and non-housing assets and obligations in order to ascertain unobligated cash or cash equivalent balances that would be available for transfer to local taxing entities. Section 34179.5(a) provides two options for successor agencies to employ a licensed accountant: (1) they may select one and obtain approval from the county auditor controller, or (2) have the county auditor controller perform this function. The City of Bell requested the Los Angeles County Auditor Controller ("CAC") to approve the firm of MGO to complete the due diligence reviews for the Successor Agency. The CAC approved the Successor Agency's selection.

Legal Requirements and Agreed Upon Procedures for the Due Diligence Review

Under Section 34179.5, the due diligence review requires the independent accountant to reconcile assets, balances and liabilities with previous reports made to the State. Further, this review includes valuation of cash and cash equivalents (such as LAIF deposits), and obligations. This may also include physical assets, land, records, and equipment.

The review process entails several steps and the penalty for failure to pay or transfer will result in the Department of Finance causing the equivalent amount(s) to be deducted from sales and use taxes and/or property taxes due to the City, as the sponsoring community. Key dates include the following for both reviews:

DUE DILIGENCE REVIEW SCHEDULE AND DEADLINES		
	Housing Review	**Non-Housing Review**
Due Diligence Review Due from Successor Agency to Oversight Board	October 1, 2012	December 15, 2012
Oversight Board Deadline to Conduct Hearing, Review, Approve and Submit Due Diligence Review	October 15, 2012	January 15, 2013

DUE DILIGENCE REVIEW SCHEDULE AND DEADLINES		
	Housing Review	**Non-Housing Review**
DOF Deadline to Issue "Finding of Completion"	November 9, 2012	April 1, 2013
Successor Agency Deadline to Request Meet and Confer with DOF about Reviews	Five (5) Days of DOF Action, no Later than November 16, 2012	Five (5) Days of DOF Action, no Later than April 6, 2013
Successor Agency Deadline to Make Transfers to County Auditor-Controller based on DOF Findings	November 28, 2012	April 10, 2013

In July and August of this year, members of the Governmental Accounting and Auditing Committee of the California Society of Certified Public Accountants, along with the State Controller's Office and the DOF, developed the agreed upon procedures. On August 30, 2012, the DOF posted the procedures.

Enclosed with the attached resolution is the Due Diligence Review for the Low and Moderate Income Housing Funds transferred by the Community Redevelopment Agency to the Successor Agency. MGO reviewed cash and noncash balances, expenditures, revenues and transfers prior to and following dissolution on February 1, 2012. In general, the activities noted in the review reflect transactions associated with the Community Redevelopment Agency in the course of implementation of its affordable housing responsibilities and the subsequent transfer of all housing assets to the Housing Successor Agency on February 1, 2012.

As required by law, the attached resolution authorizes the submittal of the due diligence review to the Oversight Board, County Auditor-Controller, the State Controller, and DOF as well as concurrently submitting a copy of ROPS III to the Oversight Board, County Administrative Officer, County Auditor-Controller and DOF. Once approved and submitted by the Successor Agency, the Oversight Board will conduct two meetings. Staff is currently working with the Oversight Board to schedule the two required Oversight Board meetings in the coming weeks.

ATTACHMENTS

- Resolution
- Housing DDR Completed by MGO
- ROPS III
- Audit Procedures

SUCCESSOR AGENCY RESOLUTION NO. 2012-74

A RESOLUTION OF THE SUCCESSOR AGENCY TO THE BELL COMMUNITY REDEVELOPMENT AGENCY APPROVING THE DUE DILIGENCE REVIEW OF THE AMOUNT TRANSFERRED FROM THE BELL COMMUNITY REDEVELOPMENT AGENCY TO THE BELL HOUSING SUCCESSOR AGENCY AND AUTHORIZING STAFF TO TRANSMIT THE REVIEW, ALONG WITH THE RECOGNIZED OBLIGATION PAYMENT SCHEDULE, TO THE OVERSIGHT BOARD AND OTHER ENTITIES AS REQUIRED BY SECTION 34179.6 OF THE CALIFORNIA HEALTH AND SAFETY CODE

WHEREAS, the City Council of the City of Bell elected to serve as the successor agency ("Successor Agency") to the former Community Redevelopment Agency of the City of Bell ("Redevelopment Agency") for the purposes of administering the dissolution of the Redevelopment Agency pursuant to Health and Safety Code Section 34173, and

WHEREAS, Assembly Bill x1 26 chaptered and effective on June 27, 2011 added Parts 1.8 and 1.85 to Division 24 of the California Health & Safety Code, which caused the dissolution of all redevelopment agencies and winding down of the affairs of former agencies, including as such laws were amended by Assembly Bill 1484 chaptered and effective on June 27, 2012 (together, the "Dissolution Act"); and

WHEREAS, As of February 1, 2012 the Bell Community Redevelopment Agency was dissolved pursuant to the Dissolution Act and as a separate legal entity the City serves as the Successor Agency to the dissolved Bell Community Redevelopment Agency ("Successor Agency"); and

WHEREAS, the Successor Agency administers the enforceable obligations of the former Agency and otherwise unwinds the Agency's affairs, all subject to the review and approval by a seven-member oversight board ("Oversight Board"); and

WHEREAS, pursuant to Section 34179 the Successor Agency's Oversight Board has been formed; and

WHEREAS, Section 34179 provides that the Oversight Board has fiduciary responsibilities to holders of enforceable obligations and the taxing entities that benefit from distributions of property tax and other revenues pursuant to Section 34188 of Part 1.85 of the Dissolution Act; and

WHEREAS, Sections 34177(m), and 34179 provide that each Recognized Obligation Payment Schedule is prepared, submitted to, reviewed and approved by the Successor Agency and then reviewed and approved by the Oversight Board; and

WHEREAS, the Dissolution Act, as amended by AB 1484, in particular Section 34177(m) requires that the "Recognized Obligation Payment Schedule for the period of January 1, 2013, to June 30, 2013 ("ROPS III"), shall be submitted by the successor agency, after approval by the oversight board, no later than September 1, 2012"; and

WHEREAS On August 15, 2012 by Resolution No. 2012-60 the Successor Agency approved ROPS III in the form enclosed herewith; and

WHEREAS, Section 34179.5 requires the Successor Agency to employ a licensed accountant approved by the Los Angeles County Auditor-Controller to perform a due diligence review and report on the amount of funds transferred from the former Bell Community Redevelopment Agency; and

WHEREAS, the Los Angeles County Auditor-Controller provided written approval to Successor Agency staff of their selection of MGO as the licensed accountant to perform the due diligence review for the Successor Agency; and

WHEREAS, on August 30, 2012, the Department of Finance posted on its official website the agreed-upon procedures to conduct the due diligence reviews; and

WHEREAS, in accordance with the provisions of the agreed-upon procedures and provisions of Section 34179.5, MGO has completed their review of the Low and Moderate Income Housing Funds transferred from the Bell Community Redevelopment Agency, a copy of which is enclosed herein.

NOW, THEREFORE, BE IT RESOLVED BY THE SUCCESSOR AGENCY TO THE BELL COMMUNITY REDEVELOPMENT AGENCY:

SECTION 1. The foregoing recitals are incorporated into this Resolution by this reference, and constitute a material part of this Resolution.

SECTION 2. Pursuant to the Dissolution Act, the Successor Agency approves the Due Diligence Review of the Low and Moderate Income Housing Funds transferred by the Bell Community Redevelopment Agency to the Housing Successor Agency submitted herewith as Attachment 1, which is incorporated herein by this reference.

SECTION 3. The Successor Agency authorizes transmittal of the Due Diligence Review of the Low and Moderate Income Housing Funds to the Oversight Board for its review and approval and also directs staff to send the Due Diligence Review to the County Auditor-Controller, State Controller's Office and Department of Finance, as required by Section 34179.6 of the Health and Safety Code.

SECTION 4. The Successor Agency further directs staff to submit to the Oversight Board, County Administrative Officer, County Auditor-Controller, and Department of Finance a copy of the Recognized Obligation Payment Schedule, as enclosed herewith as Attachment 2, which is incorporated herein by reference, at the same time as the Due Diligence Review.

SECTION 5. The Executive Director of the Successor Agency or the authorized designee is directed to post this Resolution on the Successor Agency website pursuant to the Dissolution Act.

SECTION 6. The City Clerk shall certify to the adoption of this Resolution.

APPROVED AND ADOPTED this 17th day of October 2012.

_____
Ali Saleh, CHAIR

ATTEST:

_____
SUCCESSOR AGENCY SECRETARY

APPROVED AS TO FORM:

_____
David Aleshire, CITY ATTORNEY

I, Rebecca Valdez, City Clerk, Bell, California, hereby certify that the foregoing resolution was adopted by the City Council Acting as Successor Agency for the former Bell Community Redevelopment Agency on the City of Bell at a special meeting held on the 17th day of October, 2012 and passed by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

_____
City Clerk

ATTACHMENT 1
to Successor Agency Resolution No. 2012-74

Due Diligence Review of the Low and Moderate Income Housing Funds Transferred from the Bell Community Redevelopment Agency to the Successor Agency

(attached)

ATTACHMENT 2
to Successor Agency Resolution No. 2012-74

Recognized Obligation Payment Schedule
for the Period January 1, 2013 to June 30, 2013

(attached)

City of Bell
Agenda Report

DATE: October 17, 2012

TO: Mayor and Members of the City Council

FROM: Joe Perez, Community Development Director

APPROVED: _____
BY Doug Willmore, City Manager

SUBJECT: Creation of a New Management Analyst Position in the Community Development Department

RECOMMENDATION

It is recommended that the City Council authorize the creation of a new Management Analyst position in the Community Development Department beginning this fiscal year (FY 2012-13).

BACKGROUND

Bell's economy has been dealt a number of severe blows over the last few years. The economic recession and loss of major sales-tax producers have resulted in a 35% decline in sales tax revenue since 2006. This loss has been a major reason for a comparable decline in General Fund revenue over the same period. In addition, the State's dissolution of redevelopment agencies has eliminated an important engine for the City's economy.

California communities have long realized that local government plays an essential role in local economic development. The pressure to provide essential public services in the face of significant financial constraints has led most cities to fund a department or organization, other than a redevelopment agency, to attract business investment in their communities. According to the California Association for Local Economic Development, nearly 90 percent of city-funded economic development agencies are credited with increasing city revenues and that more than 200 California cities provide a full program of economic development services.

Promoting local economic development generates additional revenues, creates jobs, improves aesthetics, and enhances the quality of life for residents in a community. A focus on economic development helps to jump-start economic activity and is an important factor in sustaining momentum for economic growth. At its core, economic development is about building a healthy economy in order to have a healthy community. Given Bell's determination to bring about a local economic resurgence, we should commit resources that will fuel the City's economy.

JOB FUNCTIONS AND RESULTS

Under the direction of the Community Development Director, the proposed Management Analyst will have the working responsibility of an Economic Development Specialist. As such, the position will assist in the development, implementation and monitoring of various economic development programs. The goal of such programs will be to retain and expand existing businesses as well as attract new businesses that generate significant revenue, jobs and quality of life enhancements for the City.

The Management Analyst will assist in a variety of activities including the analysis of the local retail base, sales tax, and vacancies to target a broad array of potential retail tenants; support of local businesses by developing a "Buy in Bell" program; identification of grant opportunities and financial tools to foster business investment; identification of underrepresented businesses; and promotion of Bell as a desirable business location.

This position will play an important role in improving the City's economy resulting in:

- ***New retail businesses in vacant and underutilized commercial properties*** - New businesses will provide residents with new shopping and dining opportunities in town and will increase the City's tax base. Additional revenue provided by these businesses will support, maintain, and improve local infrastructure, such as roads, parks, libraries, and public safety services. Also, a stronger and diversified economic base makes the economy more resilient during economic downturns and reduces the City's reliance on external revenue sources to provide public services.

- ***Stronger existing businesses*** – Providing existing businesses with valuable information and implementing programs encouraging community members to spend their money in town help business owners feel appreciated by and connected to the community. In turn, they are more likely to remain within the City, expand their operations, support civic events and continue contributing to the local economy.

- ***Increased value of industrial and commercial property*** – By focusing on the productive use of property, sites will more likely be used for their "highest and best use," thereby maximizing the value of those properties.

- ***More local jobs*** – New and expanding businesses provide additional local jobs, better wages, benefits, and opportunities for work-force advancement.

- ***Beautification of the City*** – A key benefit of economic development programs is the aesthetic improvement of the community. This occurs through the transformation of underutilized and dilapidated properties into attractive retail centers. Also, as the City invests in infrastructure improvements and creates momentum in revitalizing major commercial corridors, existing businesses will be more open to investing in the physical improvement of their property.

- ***Higher Quality of Life*** – Additional local tax dollars, jobs and aesthetic improvements raise the economic tide for the entire community, including the overall standard of living of residents.

FISCAL IMPACT

It is proposed that the new Management Analyst position be funded beginning this fiscal year (FY 2012-13). The annual salary for this position ranges from $52,538 to $63,860. Including salary and benefits, the annual cost of the position will be approximately $59,123 (Step C).

For the remaining seven months of FY 2012-13 (December 2012 through June 2013), it is estimated that the cost will be $34,488 (Step C, including salary and benefits). The cost for the Management Analyst position will be reflected as a FY 2012-13 mid-year budget adjustment and will be funded from the City's General Fund.

The City Council's approval of the Management Analyst position will authorize the Finance Department to appropriate the costs of the position to the General Ledger for the period December 1, 2012 through June 30, 2013.

CONCLUSION

In order to overcome the obstacles of the past and the challenges presented by the elimination of redevelopment, the City should embrace economic development programs as a means to spur economic activity. The proposed Management Analyst position will assist in developing and implementing programs designed to generate additional revenues for the City, create local jobs, beautify the community, and enhance the quality of life for those residing and working in Bell.

City of Bell
Agenda Report

DATE: October 17, 2012

TO: Mayor and Members of the City Council

FROM: Pamela Wasserman, Director of Community Services

APPROVED: _____
BY Doug Willmore, City Manager

SUBJECT: Creation of an Exempt/At Will - Housing Manager Position

RECOMMENDATION

It is recommended that the City Council authorize the creation of a Housing Manager position beginning this fiscal year (FY 2012-13).

BACKGROUND

The City currently oversees all property management and maintenance for the following: Florence Village Mobile Home Park (160 units); Bell Mobile Home Park (125 units); and, 65 Bell Community Housing Authority (BCHA) units which includes single family residential properties, several apartment units, and three commercial properties. Currently, there is only one full time staff member dedicated to overseeing the day to day, seven-day-a-week, 24 hour a day operations of managing all City properties. This has resulted in the City having to pay overtime in personnel and maintenance costs on a consistent basis to deal with the myriad of property management issues that occur after hours and on weekends.

Current staffing levels are inadequate and only allow immediate emergencies to be addressed. The City is not well suited nor has it prepared itself to deal with long term deferred maintenance issues on the properties, much less the long term capital need of the sites. A more efficient property management approach is required for the all housing units.

On an annual basis, the housing units generate approximately 2.7 million dollars in revenue through rental agreements and cellular phone license agreements.

JOB FUNCTIONS AND RESULTS

Under the direction of the Community Services Director, the proposed Housing Manager will assist in the development, implementation and monitoring of property management for the City. This also includes asset management functions; comply with lender and taxing authority requirements, replacement reserves management and other day to day real estate operations.

The Housing Manager will assist in a variety of activities including the analysis of the current rental fees, develop a comprehensive plan to deal with rental vacancies (cost effective marketing, reduction of vacancy and bad debt loss) especially within our commercial properties, play a key role in beautifying our rental areas, generate additional revenue, decrease expenditures by monitoring and reviewing conservation of energy and water rates and create partnerships with local conservation groups.

This position will play an important role in improving the quality of life among City of Bell tenants through the following:

- ***Decrease of overnight and weekend property management expenses-*** There are many creative and inexpensive ways to handle the issues of evening and weekend property management. Currently, the City contracts out to several individuals for overnight and weekend property management (as needed basis). This position will be poised to develop a strategy to implement contractual changes that may save the City approximately $30,000 through the elimination of these contracts.

- ***Decrease of overtime personnel expenditures will result in immediate and long term cost savings-*** Currently, over $20,000 a year is being paid out in personnel overtime as a result of staff being contacted after hours and on weekends to handle housing related/property management issues. The current Housing Coordinator spends the majority of her time dealing with emergent issues and is not able to develop a plan that will help alleviate these types of service calls or maintenance work orders.

- ***Investigate Utility Costs-*** Currently, the City spends approximately $600,000 in utilities for all housing units. A preliminary review of current utility invoices indicates that there may be potential for substantial savings. Staff would work with Southern California Edison, The Gas Company and Golden State Water to conduct meter audits to investigate any future cost savings in these designated areas. It is believed that with increased dedication to conservation of water and electricity, the City will be able to lower water and energy rates which will save the City money, in the future. Also, the implementation of energy conservation education for the residents can assist in this effort.

- ***New retail businesses in vacant and underutilized commercial properties*** – The City currently own 3 vacant commercial properties on a well-traveled thoroughfare, Gage Avenue. In coordination with the Community Development Department, this position will strive to attract businesses to these properties, providing new retail and dining opportunities for residents while increasing the City's tax base.

- ***Beautification of the City*** – Several of our single family units are blighted and in need of demolition and/or revitalization. Staff believes that the demolition of some of these properties would provide an opportunity for the City to create

much needed green space. These new green spaces would improve the overall aesthetics of the community and provide a free place for families to recreate. The Housing Manager will be tasked in designing criteria for evaluating each parcel and recommending highest and best use for the site, taking into City goals for improved access to green space. A very valuable added bonus.

- ***Rental Fees***: Currently, the City brings in 2.7 million dollars in revenue through rental fees. There is $200,000 in net profit within the housing budget. It is recommended that a portion of these funds be allocated to the creation of this new position.

FISCAL IMPACT

It is proposed that the new position be authorized as a Housing Manager position and funded beginning this fiscal year (FY 2012-13). The annual salary for this position ranges from $78,252 to $95,088. Including salary and benefits, the annual cost of the position will be approximately $84,837 (Step A).

For the remaining seven months of FY 2012-13 (December 2012 through June 2013), it is estimated that the cost will be $49, 488 (Step A, including salary and benefits). The cost for the position will be reflected as a FY 2012-13 mid-year budget adjustment and will be funded through the projected excess revenue in 2012-2013. It is anticipated that the creation of this position, as discussed in detail above, will ultimately provide substantial cost savings for future years.

The City Council's approval of the Housing Manager position will authorize the Finance Department to appropriate the costs of the position to the General Ledger for the period December 1, 2012 through June 30, 2013.

100% of the funds allocated for this position have been located through revenue generated from housing rental fees as well as through future costs savings associated with the creation of this much needed management position.

CONCLUSION

In order to effectively manage the properties owned within the City of Bell, the proposed Housing Manager position will assist in developing and implementing programs designed to generate additional revenues for the City, decrease unnecessary expenditure by developing a long term deferred maintenance plan which will only help to beautify the community, and enhance the quality of life for those residing and working in Bell.

ATTACHMENT

- Housing Manager Job Description

CITY OF BELL

HOUSING MANAGER

DEFINITION

Under administrative direction, this position provides oversight for the Housing Authority and all City-owned housing units; the position is responsible for all property management and maintenance activities.

DISTINGUISHING CHARACTERISTICS

This position is an at-will, management level position responsible for the management and administration of all City housing activities.

ESSENTIAL DUTIES:

Duties may include, but are not limited, to the following:

- Develops policies, processes and procedures to properly manage City-owned rental units
- Increases City revenue streams and reduces housing expenditures
- Collaborates with Community Development and code enforcement to create green spaces and passive parks within housing areas
- Charts, reconciles and investigates irregularities in all expenditures associated with City-owned housing
- Performs housing program technical support duties including, but not limited to, rent collection, maintenance and repair assessment and residential property management tasks
- Collects, reconciles and balances rent payments
- Reviews all utility invoices to determine current energy consumption levels
- Creates improved systems to conserve energy thereby saving the City general fund dollars
- Develops community clean up events
- Partners with Central Basin and Golden State Water to provide water conservation classes and educational seminars to residents
- Partners with non-profits to create avenues for clean-up events

KNOWLEDGES, SKILLS AND ABILITIES:

The Housing Manager must effectively:

- Supervise housing employees
- Apply professional principles of housing related issues, be able to track revenue and determine appropriate rental fee structure, facilitate and manage corrective actions in order to get units up to standard with city codes
- Analyze data and utilize problem solving skills

- Prepare and clearly present technical written and oral reports
- Work in group settings
- Work with complex issues in fast changing and fast moving business, organization, and political environments
- Demonstrate knowledge of the principles and practices of property management and administration
- Demonstrate knowledge of the principles and practices of data collection and report preparation
- Use current computer programs and ability to create marketing materials
- Apply computer applications related to the work, including word processing, database, spreadsheet applications and ability to computerize invoicing.
- Have knowledge of Federal, State, and local laws, ordinances and regulations related to assigned housing and property management
- Ensure proper process actions in dealing with legal tenant issues or other matters which may involve the use of litigation
- Develop, interpret, apply, and explain a wide variety of technical policies and procedures, and communicate difficult procedures and regulations to those encountered in the course of work
- Research, compile and summarize information and data
- Organize, maintain, and update office database and records systems
- Organize own work, coordinate projects, set priorities, meet critical time deadlines, and follow-up on assignments with a minimum of direction
- Communicate clearly and effectively, both verbally and in writing
- Use sound, independent judgment within established policy and procedural guidelines
- Establish and maintain effective working relationships with those contacted in the course of work

EDUCATION AND EXPERIENCE:

A Bachelor's Degree in business administration, planning, public administration, economics, finance, urban studies, or a related field from an accredited college or university is required.

A minimum of three (3) year of experience in analyst/management work in real estate development, community planning, and/or industrial development, preferably in the public sector. Ability to communicate in Spanish is highly desirable.

WORKING CONDITIONS:

This position is frequently required to work evenings and weekends.

City of Bell
Agenda Report

DATE: October 17, 2012

TO: Mayor and Members of the City Council

FROM: Terry Rodrigue PE, City Engineer

APPROVED BY: Doug Willmore, City Manager

SUBJECT: Five Year Pavement Management Work Plan

RECOMMENDATION

It is recommended that the City Council approve the Five Year Pavement Management Work Plan, including the list of pavement maintenance projects for the next two years, and the 2012/2013 Pavement Rehab Project projects at a cost of $2,120,000.

BACKGROUND

At its September 12, 2012 meeting, the City Council reviewed a report on the City's pavement network and Pavement Management Program (PMP). The report outlined the goals of the PMP and described various funding scenarios and maintenance strategies.

The City receives approximately $330,000 in Measure R, $440,000 in Prop C, and $1 million in Gas Tax annually to fund capital projects, pavement maintenance, and operations. In addition to these annual revenues, the City has approximately $4.4 Million in these fund balances together with $400,000 in fund balance in Prop 1B for a total of $4.8 Million that can be used for pavement maintenance. Retaining about $624,000 per year in Gax Tax, Prop C and Measure R funds for operations, this provides an anticipated budget for capital projects of approximately $10.5 million over five years. Of the $10.5 million available, $9.6 million has been earmarked for specific projects. This leaves a contingency amount of $900,000 to address unforeseen and unidentified future projects.

This funding level and the current street conditions were used in the PMP software to develop a five year project list. The current average Pavement Condition Index (PCI) for the City's street system is 57 (Good) nearing the PCI range of 30-49 (Poor). The PMP also indicates there is a deferred maintenance backlog of $7.8 million as of September 2012. This five year project list

was utilized to develop the enclosed Five Year Pavement Management Work Plan. The Work Plan goal is to improve the City's average PCI to 74-100 (Very Good) within three years. The table below shows the Work Plan budget.

	Five Year Pavement Management Work Plan Fiscal Year 2012/13 through 2016/17						
Funding Source	FY12/13	FY13/14	FY14/15	FY15/16	FY16/17	FY 2013-17 TOTAL	%
Proposition 1B	$ -	$ 393,148	$ -	$ -	$ -	$ 393,148	4%
Proposition C	$ 700,000	$ 670,000	$1,220,000	$ 390,000	$ 390,000	$ 3,370,000	35%
Measure R	$ 555,000	$ 425,000	$ 350,000	$ 350,000	$ 350,000	$ 2,030,000	21%
Gas Tax	$ 865,000	$ 1,065,000	$ 830,000	$ 530,000	$ 530,000	$ 3,820,000	40%
TOTAL	$2,120,000	$2,553,148	$2,400,000	$1,270,000	$1,270,000	$ 9,613,148	100%

This plan brings the average PCI to Very Good and reduces the maintenance backlog from $7.8 million to $4.3 million by 2016.

The September 12 report detailed the method used for selecting the particular streets and maintenance treatment. The enclosed Work Plan briefly summarizes this and also includes a list and map of pavement maintenance projects for the next two fiscal years that will begin the implementation of the pavement management strategy

The surface condition of all paved streets within the City will be periodically evaluated and the Five Year Pavement Management Work Plan will be updated as needed in order to adjust for changes in pavement conditions, actual project costs, or available funding.

FISCAL IMPACT

All of the funds used to implement this work program are restricted funds that can only be used for these purposes. There is no general fund impact.

ATTACHMENT

1. Five Year Pavement Management Work Plan (Including Two-Year Project List and Map)

DRAFT

City of Bell

Five Year Pavement Management Work Plan

Fiscal Year 2012/13 – 2016/17

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FPROPOSED WORK PLAN ..... **Section C**

APPENDIX A – FIVE YEAR PROJECT LIST

APPENDIX B – MAP: TWO YEAR WORK PLAN

Introduction

Work Plan Overview

The 2013-2017 Five Year Pavement Management Work Plan (Work Plan) describes pavement treatments planned by the City for the five-year period from Fiscal Year 2012-13 through Fiscal Year 2016-17 and sets forth a funding strategy for implementation.

The Work Plan will be updated each year and presented to the City Council for consideration.

As a multi-year program which includes forecasts of anticipated expenditures, the Work Plan links the pavement management process with the fiscal planning process of the City. The expenditures shown for the first year comprise the pavement management budget for the current fiscal year (FY 12-13), which is adopted annually by the City Council. Subsequent years are also included in the Work Plan, although these "future years" are subject to change due to more detailed engineering analysis becoming available, possible changes in priorities, updates or revisions to anticipated revenues, and/or changes in cost and funding projections.

The Work Plan includes a projection of pavement treatments expected to be performed during the next five fiscal years. Specific roadway segments and their scheduled completions are selected based upon:

- Implementation of the City's General Plan;
- Existing pavement conditions, effectiveness of treatment methods, and past treatments;
- Existing traffic patterns and associated improvement needs;
- Projected traffic patterns, based on assumptions regarding the quantity and location of expected development;
- The need to establish a coherent roadway network, with strategic connections that distribute traffic flows efficiently;
- Minimizing disruptions associated with construction activity;
- Availability of funding and their restrictions; and
- City Council direction.

Funding Sources

Proposition 1B B-1
Proposition C B-2
Measure R B-3
Gas Tax B-4

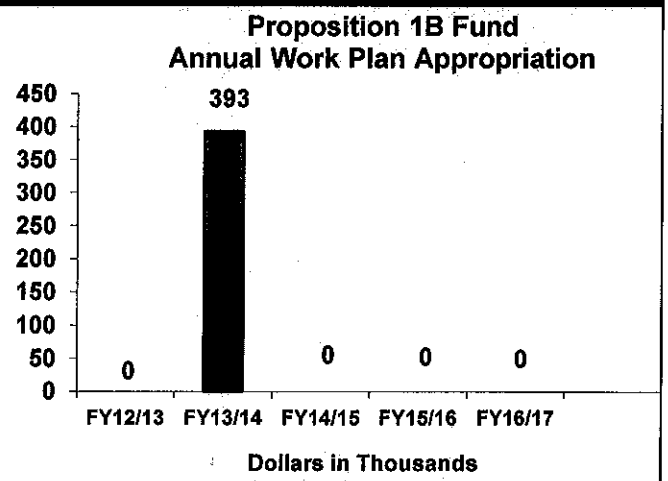
FUNDING SOURCES

Proposition 1B

The Highway Safety, Traffic Reduction, Air Quality, and Port Security Bond Act of 2006 was approved by the voters as Proposition 1B on November 7, 2006. Proposition 1B provides $19.925 billion in bond funds for a variety of transportation priorities, including $2 billion for cities and counties to fund the maintenance and improvement of local transportation facilities. Funds apportioned to cities are based on total population of the city in relation to all cities in the State (minimum $400,000 to each city).

How are these funds used?

Proposition 1B funds may be utilized to fund the maintenance and improvement of local transportation facilities. Funds are used for improvements to transportation facilities that will assist in reducing local traffic congestion and further deterioration, improving traffic flows, or increasing traffic safety, street pavement maintenance, rehabilitation, drainage facilities, traffic control devices, facilities that expand rider ship on transit systems, safety projects, or as a local match to obtain state or federal transportation funds for similar purposes.



What are the restrictions on the use of these funds?

Proposition 1B Funds shall be expended within three fiscal years from the date of allocation towards the maintenance and improvement of local transportation facilities.

What legislation governs the use of these funds?

The California Transportation Commission is the administrative agency, responsible for programming and the Department of Finance will be responsible for accountability tracking and funding disbursement.

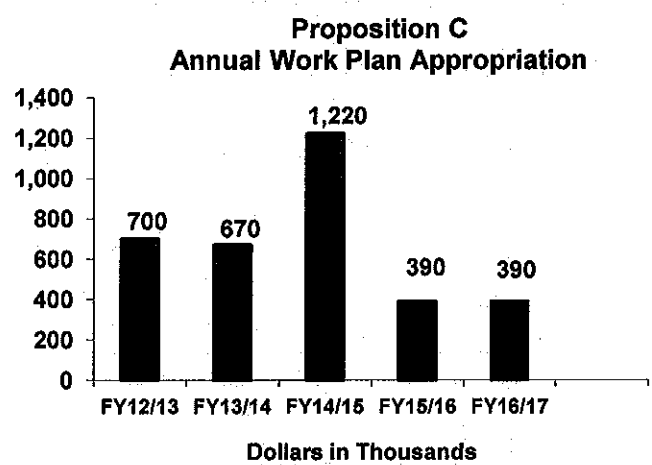
FUNDING SOURCES

Proposition C

Proposition C Program is funded by a one-half percent sales tax measure approved by Los Angeles County voters to finance a Transit Development Program. Twenty percent of the Proposition C tax is designated for the Local Return (LR) Program funds to be used by cities and the County (Jurisdictions) in developing and/or improving public transit, paratransit, and the related transportation infrastructure. LR funds are allocated and distributed monthly to Jurisdictions on a "per capita" basis by the Los Angeles County Metropolitan Transportation Authority (Metro).

How are these funds used?

Proposition C funds are used to fund improvements to commuter bikeways and bike lanes, street improvements supporting public transit service, traffic signal synchronization, traffic demand management, and Pavement Management System projects.



What are the restrictions on the use of these funds?

Proposition C funds must be spent on specific projects and programs as outlined by the guidelines published by Metro. Proposition C funds must be spent within three years of receipt by the City.

What legislation governs the use of these funds?

Metro audits local agency use of these funds annually.

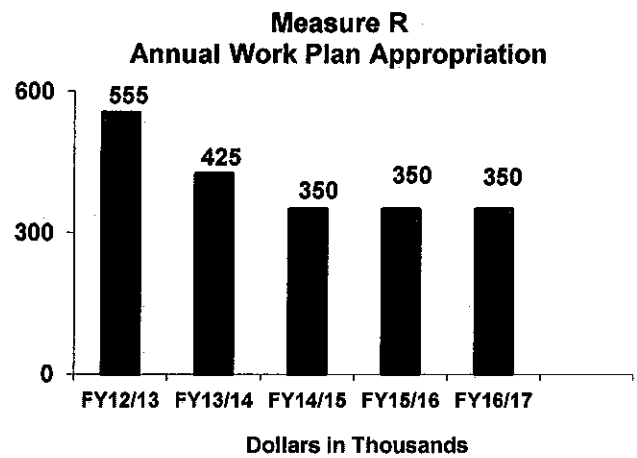
FUNDING SOURCES

Measure R

Measure R is a half-cent sales tax for Los Angeles County to finance new transportation projects and programs. The Measure R Expenditure Plan devotes its funds to seven transportation categories as follows: 35% to new rail and bus rapid transit projects, 3% to Metrolink projects, 2% to Metro Rail system improvement projects, 20% to carpool lanes, highways and other highway related improvements, 5% to rail operations, 20% to bus operations, and 15% for local city sponsored improvements. Funds are administered by Los Angeles County Metropolitan Transportation Authority (Metro).

How are these funds used?

Measure R funds may be utilized to fund the development of bicycle facilities, major roadway resurfacing, pedestrian improvements, bus stop improvements, and traffic system improvements. Funds are used for improvements to transportation facilities that will assist in reducing local traffic congestion, improve roadways, and improve traffic flow.



What are the restrictions on the use of these funds?

Use of funds is restricted to those projects identified in the expenditure plan that provide traffic relief, rail extensions, and reduce dependence on foreign oil: synchronize traffic signals, repair potholes, extend light rail with airport connections, improve freeway traffic flow, keep senior/student/disabled fares low, provide clean-fuel buses, expand subway/Metrolink/bus service, and local traffic relief.

What legislation governs the use of these funds?

All Measure R funds will be spent in accordance with the plan approved by voters. There will be an annual independent audit and report to taxpayers and ongoing monitoring and review of spending by an independent taxpayer oversight committee. Measure R funds must be spent within five years of receipt by the City.

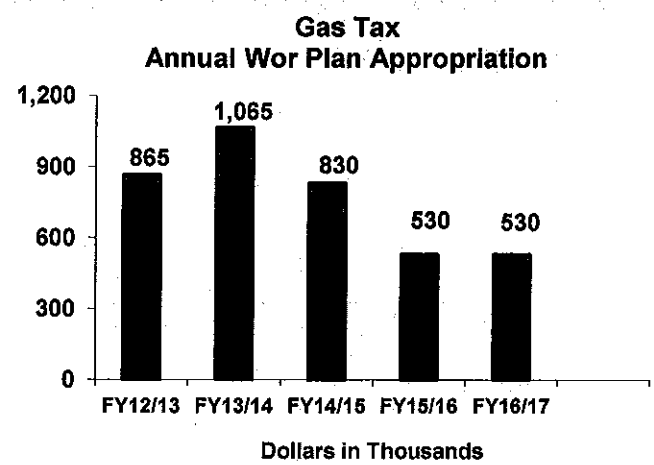
FUNDING SOURCES

Gas Tax

The State of California imposes excise taxes on each gallon of motor vehicle fuel sold in the State, often described as Gas Tax or Highway User Tax. A portion of these excise taxes is allocated to the City based on population.

How are these funds used?

The City of Bell utilizes these funds to plan, construct, maintain, and operate City roadways. This includes pedestrian, bicycle, and local drainage improvements.



What are the restrictions on the use of these funds?

Gas Tax funds must be expended for the following:

- Construction, improvement, maintenance, and operation of public streets and highways.
- Construction and improvement of exclusive public mass transit guideways.

What legislation governs the use of these funds?

The use of these funds is restricted by Article XIX of the California State Constitution and by Streets and Highways Code Section 2101.

PROPOSED WORK PLAN

Funding Plan

The City receives an annual amount of $330,000 from Measure R, $440,000 from Proposition C, and $1 million in Gas Tax. There are also prior year revenues that have not been spent and are nearing time restrictions. Based on these available funding sources funding levels were established for the next five years. These funding levels and current street conditions were used in the PMP software to develop a five year work plan. The current average Pavement Condition Index (PCI) for the City's street system is 57 (Good) nearing the PCI range of 30-49 (Poor). The PMP also indicates there is a deferred maintenance backlog of $7.8 million as of September 2012. The Work Plan goal is to improve the City's average PCI to 74-100 (Very Good) within three years. Table 1 – Funding Plan illustrates the budget for the five year work plan. This plan brings the average PCI to Very Good within three years, maintains that PCI level for two years, and reduces the maintenance backlog from $7.8 million to $4.3 million by 2016.

Table 1. Funding Plan

	Five Year Pavement Management Work Plan Fiscal Year 2012/13 through 2016/17						
Funding Source	FY12/13	FY13/14	FY14/15	FY15/16	FY16/17	FY 2013-17 TOTAL	%
Proposition 1B	$ -	$ 393,148	$ -	$ -	$ -	$ 393,148	4%
Proposition C	$ 700,000	$ 670,000	$1,220,000	$ 390,000	$ 390,000	$ 3,370,000	35%
Measure R	$ 555,000	$ 425,000	$ 350,000	$ 350,000	$ 350,000	$ 2,030,000	21%
Gas Tax	$ 865,000	$1,065,000	$ 830,000	$ 530,000	$ 530,000	$ 3,820,000	40%
TOTAL	$2,120,000	$2,553,148	$2,400,000	$1,270,000	$1,270,000	$ 9,613,148	100%

Project List

The City's roadway network and available funding was entered into a PMP program in order to assist in effectively programming the City's resources. The project cost estimates and Funding Plan include costs for various transportation improvements associated with paving projects. Generally these improvements are minor in costs but are required in order to comply with ADA compliance; and improve pedestrian safety, traffic and/or drainage systems.

The result of this evaluation is a list of streets and treatments to be considered for the next five years. This five year project list is included as Appendix A.

The five year project list was evaluated and the roadway segments and treatments selected for Fiscal Year 2012/2013 and 2013/2014 are listed in below in Table 2 – Two Year Work Plan, and on the map included as Appendix B.

Table 2. Two Year Work Plan

Fiscal Year 2012/2013

STREET	SEGMENT		TREATMENT
	FROM	TO	
ATLANTIC AVE SB	350' S/FLORENCE AVE	FLORENCE AVE	OVERLAY / RECONSTR
ATLANTIC AVE NB	350' S/FLORENCE AVE	FLORENCE AVE	OVERLAY / RECONSTR
BECK AVE	CALIFORNIA AVE	BEAR AVE	SLURRY SEAL
BECK AVE	WILCOX AVE	VINEVALE AVE	OVERLAY / RECONSTR
BELL AVE	SALT LAKE AVE	BISSELL AVE	SLURRY SEAL
BELL AVE	HELIOTROPE AVE	WILCOX AVE	OVERLAY / RECONSTR
BELL PL	ATLANTIC AVE	CLARKSON AVE	OVERLAY / RECONSTR
BROMPTON AVE	HELIOTROPE AVE	END	OVERLAY / RECONSTR
BROMPTON AVE	HELIOTROPE AVE	WILCOX AVE	OVERLAY / RECONSTR
CARMELITA AVE	RANDOLPH PL	GAGE AVE	SLURRY SEAL
CHANSLOR AVE	SOUTHALL LANE	GAGE AVE FRONT.	OVERLAY / RECONSTR
FLORENCE AVE EB	VINEVALE AVE	WILCOX AVE	OVERLAY / RECONSTR
FLORENCE AVE WB	WILCOX AVE	VINEVALE AVE	OVERLAY / RECONSTR
FLORENCE AVE EB	ATLANTIC AVE	VINEVALE AVE	OVERLAY / RECONSTR
FLORENCE AVE WB	VINEVALE AVE	ATLANTIC AVE	OVERLAY / RECONSTR
HELIOTROPE AVE	RANDOLPH ST	GAGE AVE	OVERLAY / RECONSTR
LOMA VISTA AVE	RANDOLPH PL	GAGE AVE	OVERLAY / RECONSTR
NELSON DR	VINEVALE AVE	HELIOTROPE AVE	SLURRY SEAL
ORCHARD AVE	BELL AVE	475' S/GAGE AVE	OVERLAY / RECONSTR
ORCHARD AVE	GAGE AVE	RANDOLPH PL	SLURRY SEAL
PARK DR	BELL AVE	END	OVERLAY / RECONSTR
RANDOLPH ST	ATLANTIC AVE	HELIOTROPE AVE	OVERLAY / RECONSTR
SOUTHALL CT	BROMPTON AVE	END	OVERLAY / RECONSTR
VINEVALE AVE	FLORENCE AVE	BELL AVE	OVERLAY / RECONSTR
VINEVALE AVE	GAGE AVE	RANDOLPH ST	SLURRY SEAL
WEIK AVE	WILCOX AVE	HELIOTROPE AVE	OVERLAY / RECONSTR
FISCAL YEAR 2012/2013 SUBTOTAL			*$ 2,120,000*

Table 2. Two Year Work Plan

Fiscal Year 2013/2014

STREET	SEGMENT		TREATMENT
	FROM	TO	
ACACIA ST	GIFFORD AVE	CORONA AVE	SLURRY SEAL
ACACIA ST	MAYFLOWER AVE	PROSPECT AVE	OVERLAY / RECONSTR
ALAMO AVE	N/CL (100; N/R	RANDOLPH ST	OVERLAY / RECONSTR
ALAMO AVE	GAGE AVE	BELL AVE	OVERLAY / RECONSTR
BEAR AVE	FLORENCE AVE	150'S/FLORENCE AVE	SLURRY SEAL
BEAR AVE	GAGE AVE	BELL AVE	OVERLAY / RECONSTR
BEAR CT	BEAR AVE	END	SLURRY SEAL
BECK AVE	WALKER AVE	END	OVERLAY / RECONSTR
BECK AVE	WOODWARD AVE	ATLANTIC AVE	SLURRY SEAL
BELL AVE	SHERMAN WAY	WILCOX AVE	SLURRY SEAL
BELL PL	KING AVE	MAYFLOWER AVE	OVERLAY / RECONSTR
BROMPTON AVE	ATLANTIC AVE	WOODWARD AVE	OVERLAY / RECONSTR
BROMPTON AVE	WOODWARD AVE	KING AVE	OVERLAY / RECONSTR
CLARKSON AVE	RANDOLPH ST	GAGE AVE	OVERLAY / RECONSTR
FEDERAL AVE	OTIS AVE	GIFFORD AVE	OVERLAY / RECONSTR
FILMORE ST	HOME AVE	CASITAS AVE	SLURRY SEAL
FILMORE ST	WILCOX AVE	ALAMO AVE	OVERLAY / RECONSTR
FILMORE ST	ALAMO AVE	PALA AVE	OVERLAY / RECONSTR
FILMORE ST	PALA AVE	WALKER AVE	OVERLAY / RECONSTR
FILMORE ST	WALKER AVE	HOME AVE	OVERLAY / RECONSTR
FILMORE ST	CASITAS AVE	RIVER DR	OVERLAY / RECONSTR
FISHBURN AVE	FLORENCE AVE	BELL AVE	OVERLAY / RECONSTR
FISHBURN AVE	RANDOLPH ST	GAGE AVE	OVERLAY / RECONSTR
FLORA AVE	GAGE AVE	RANDOLPH ST	OVERLAY / RECONSTR
GAGE AVE WB	HELIOTROPE AVE	ATLANTIC AVE	OVERLAY / RECONSTR
GAGE AVE EB	ATLANTIC AVE	HELIOTROPE AVE	OVERLAY / RECONSTR
GAGE AVE EB	OTIS AVE	ATLANTIC AVE	SLURRY SEAL
GAGE AVE EB	BEAR AVE	OTIS AVE	OVERLAY / RECONSTR
GAGE AVE FRONT.	RIVER DR	HOME AVE	OVERLAY / RECONSTR
GAGE AVE WB	ATLANTIC AVE	OTIS AVE	OVERLAY / RECONSTR
GAGE AVE WB	OTIS AVE	BEAR AVE	OVERLAY / RECONSTR
GIFFORD AVE	BELL AVE	BROMPTON AVE	OVERLAY / RECONSTR
KING AVE	BROMPTON AVE	GAGE AVE	OVERLAY / RECONSTR

City of Bell
Five Year Pavement Management Work Plan
FY 2013 – 2017

STREET	SEGMENT FROM	SEGMENT TO	TREATMENT
MAYFLOWER AVE	BELL PL	ACACIA ST	OVERLAY / RECONSTR
MAYFLOWER PL	MAYFLOWER AVE	END	OVERLAY / RECONSTR
MINNEWA LN	FLORA AVE	PINE AVE	SLURRY SEAL
NEVADA ST	PROSPECT AVE	MAYFLOWER AVE	OVERLAY / RECONSTR
PINE AVE	150' N/RANDOLPH ST	RANDOLPH ST	SLURRY SEAL
RANDOLPH ST	HELIOTROPE AVE	ALAMO AVE	OVERLAY / RECONSTR
SOUTHALL LN	SHERMAN WAY	WILCOX AVE	OVERLAY / RECONSTR
SOUTHALL LN	CRAFTON AVE	SHERMAN WAY	OVERLAY / RECONSTR
SOUTHALL LN	WALKER AVE	CHANSLOR AVE	OVERLAY / RECONSTR
SOUTHALL LN	CHANSLOR AVE	RIVER DR	OVERLAY / RECONSTR
WALKER AVE	RANDOLPH ST	GAGE AVE	OVERLAY / RECONSTR
WALNUT ST	OTIS AVE	100' W/OTIS AVE	SLURRY SEAL
WEIK AVE	MAYFLOWER AVE	KING AVE	SLURRY SEAL
WEIK AVE	VINEVALE AVE	END	OVERLAY / RECONSTR
WOODWARD AVE	FLORENCE AVE	WEIK AVE	SLURRY SEAL
		FISCAL YEAR 13/14 SUBTOTAL	*$ 2,553,148*
		FISCAL YEAR 12/13 & FISCAL YEAR 13/14 TOTAL	***$ 4,673,148***

APPENDIX A

FIVE YEAR PROJECT LIST

Scenarios - Sections Selected for Treatment

Interest: 3.00% **Inflation: 3.00%** Printed: 09/04/2012

Scenario: 5 Year Work Plan

Year	Budget	PM Amt	Year	Budget	PM Amt	Year	Budget	PM Amt
2012	$1,750,000	5%	2013	$2,543,148	5%	2014	$2,188,000	5%
2015	$1,156,000	5%	2016	$1,156,000	5%			

Street Name	Begin Location	End Location	Street ID	Section ID	FC	Surface	PCI	Cost	Rating	Treatment
Year: 2012										
FEDERAL AVE	OTIS AVE	GIFFORD AVE	FEDAV	505	R	PCC	81	$4,637	68,538	PANEL REPLACE 5%
					Treatment Total			$4,637		
BEAR CT	BEAR AVE	END	BEARCT	265	R	AC	81	$2,860	31,100	CRACK SEAL & SLURRY SEAL
CARMELITA AVE	RANDOLPH PL	GAGE AVE	CARMAV	415	R	AC	78	$10,263	27,899	CRACK SEAL & SLURRY SEAL
FILMORE ST	HOME AVE	CASITAS AVE	FILMST	540	R	AC	74	$3,287	29,388	CRACK SEAL & SLURRY SEAL
ORCHARD AVE	GAGE AVE	RANDOLPH PL	ORCHAV	955	R	AC	80	$9,202	32,524	CRACK SEAL & SLURRY SEAL
VINEVALE AVE	GAGE AVE	RANDOLPH ST	VINVAV	1185	R	AC/AC	78	$10,798	32,171	CRACK SEAL & SLURRY SEAL
					Treatment Total			$36,410		
ALAMO AVE	N/CL (100; N/R	RANDOLPH ST	ALAMO	125	A	AC	100	$8,800	31,287	THIN AC OVERLAY (1.5 IN.) + BASE REPAIR
ATLANTIC AVE NB	CL 350' S/FLORENCE AVE	FLORENCE AVE	ATLANT	145	A	AC	100	$29,400	27,057	THIN AC OVERLAY (1.5 IN.) + BASE REPAIR
EASTERN AVE SB	BANDINI BLVD	MANSFIELD WAY	EASTAV	495	A	AC	100	$115,500	31,481	THIN AC OVERLAY (1.5 IN.) + BASE REPAIR
FLORENCE AVE EB	OTIS AVE	ATLANTIC AVE	FLOREN	600	A	AC	100	$112,000	29,524	THIN AC OVERLAY (1.5 IN.) + BASE REPAIR
FLORENCE AVE WB	WILCOX AVE	VINEVALE AVE	FLOREN	655	A	AC	100	$83,200	29,527	THIN AC OVERLAY (1.5 IN.) + BASE REPAIR
FLORENCE AVE WB	ATLANTIC AVE	OTIS AVE	FLOREN	665	A	AC	100	$112,000	30,846	THIN AC OVERLAY (1.5 IN.) + BASE REPAIR
					Treatment Total			$460,900		
GAGE AVE FRONTAGE	RIVER DR	HOME AVE	GAGEAV	695	A	AC	100	$52,800	30,448	THICK AC OVERLAY(2.5 INCHES)

** - Treatment from Project Selection

Scenarios Criteria:

Street Name	Begin Location	End Location	Street ID	Section ID	FC	Surface	PCI	Cost	Rating	Treatment
GAGE AVE WB	WILCOX AVE	HELIOTROPE AVE	GAGEAV	765	A	AC/AC	100	$65,707	29,644	THICK AC OVERLAY(2.5 INCHES)
HELIOTROPE AVE	RANDOLPH ST	GAGE AVE	HELIOA	815	C	AC	100	$92,000	26,234	THICK AC OVERLAY(2.5 INCHES)
LOMA VISTA AVE	RANDOLPH PL	GAGE AVE	LOVIAV	870	A	AC	100	$67,947	30,223	THICK AC OVERLAY(2.5 INCHES)
RANDOLPH PL	MAYWOOD AVE	150' E/CARMELITA AVE	RANDPL	1040	C	AC/AC	100	$103,334	24,987	THICK AC OVERLAY(2.5 INCHES)
RANDOLPH ST	WALKER AVE	25' E/CASITAS AVE	RANDST	1075	C	AC/AC	100	$60,667	25,566	THICK AC OVERLAY(2.5 INCHES)
					Treatment Total			$442,455		
ALAMO AVE	GAGE AVE	BELL AVE	ALAMO	120	R	AC	100	$31,900	48,189	THIN AC OVERLAY(1.5 INCHES)
AMELIA EARHART WAY	BANDINI BLVD	LINDBERGH LN	AMEEAR	135	R	AC	100	$25,500	49,085	THIN AC OVERLAY(1.5 INCHES)
BECK AVE	WILCOX AVE	VINEVALE AVE	BECKAV	275	R	AC	100	$31,720	49,646	THIN AC OVERLAY(1.5 INCHES)
BELL AVE	HELIOTROPE AVE	WILCOX AVE	BELLAV	300	R	AC	100	$24,600	50,892	THIN AC OVERLAY(1.5 INCHES)
BELL AVE	BEAR AVE	CALIFORNIA AVE	BELLAV	320	C	AC/AC	100	$56,156	35,287	THIN AC OVERLAY(1.5 INCHES)
BELL AVE	CALIFORNIA AVE	SALT LAKE AVE	BELLAV	325	C	AC/AC	100	$16,500	34,037	THIN AC OVERLAY(1.5 INCHES)
BELL PL	KING AVE	MAYFLOWER AVE	BELLPL	335	R	AC	100	$16,000	49,727	THIN AC OVERLAY(1.5 INCHES)
BROMPTON AVE	WOODWARD AVE	KING AVE	BROMAV	365	R	AC	100	$15,080	49,085	THIN AC OVERLAY(1.5 INCHES)
CASITAS AVE	RANDOLPH ST	FILMORE ST	CASITA	420	R	AC	100	$15,340	49,781	THIN AC OVERLAY(1.5 INCHES)
CLARKSON AVE	GAGE AVE	BELL AVE	CLARKS	450	R	AC	100	$43,750	50,596	THIN AC OVERLAY(1.5 INCHES)
FLORA AVE	BELL AVE	GAGE AVE	FLORAV	575	R	AC	100	$48,750	50,289	THIN AC OVERLAY(1.5 INCHES)
FLORENCE AVE WB	VINEVALE AVE	ATLANTIC AVE	FLOREN	660	A	AC	100	$72,356	46,003	THIN AC OVERLAY(1.5 INCHES)
GAGE AVE FRONTAGE	HOME AVE	RIVER DR	GAGEAV	690	A	AC	100	$26,217	44,270	THIN AC OVERLAY(1.5 INCHES)
GAGE AVE WB	HELIOTROPE AVE	ATLANTIC AVE	GAGEAV	770	A	AC/AC	100	$77,000	54,327	THIN AC OVERLAY(1.5 INCHES)
GAGE AVE WB	ATLANTIC AVE	OTIS AVE	GAGEAV	775	A	AC/AC	100	$59,205	52,182	THIN AC OVERLAY(1.5 INCHES)
GAGE AVE WB	OTIS AVE	BEAR AVE	GAGEAV	780	A	AC/AC	100	$54,072	49,798	THIN AC OVERLAY(1.5 INCHES)

** - Treatment from Project Selection

Scenarios Criteria:

Street Name	Begin Location	End Location	Street ID	Section ID	FC	Surface	PCI	Cost	Rating	Treatment
OTIS AVE	GAGE AVE	RANDOLPH ST	OTISAV	985	A	AC	100	$49,280	46,001	THIN AC OVERLAY(1.5 INCHES)
PARK DR	BELL AVE	END	PARKDR	1000	R	AC	100	$17,640	51,215	THIN AC OVERLAY(1.5 INCHES)
SOUTHALL LN	WALKER AVE	CHANSLOR AVE	SOTHLN	1155	R	AC	100	$18,000	49,764	THIN AC OVERLAY(1.5 INCHES)
SOUTHALL LN	CHANSLOR AVE	RIVER DR	SOTHLN	1160	R	AC	100	$7,200	50,855	THIN AC OVERLAY(1.5 INCHES)
SOUTHALL LN	CRAFTON AVE	SHERMAN WAY	SOTHLN	1165	R	AC	100	$5,940	50,704	THIN AC OVERLAY(1.5 INCHES)
					Treatment Total			$712,206		
					Year 2012 Total			**$1,656,608**		

Year: 2013

ACACIA ST	MAYFLOWER AVE	PROSPECT AVE	ACACIA	110	R	AC	100	$32,445	14,372	RECONSTRUCT
BECK AVE	OTIS AVE	86' W/OTIS AVE	BECKAV	286	R	AC	100	$10,630	14,372	RECONSTRUCT
BELL PL	ATLANTIC AVE	CLARKSON AVE	BELLPL	340	R	AC	100	$26,677	14,372	RECONSTRUCT
BROMPTON AVE	HELIOTROPE AVE	END	BROMAV	350	R	AC	100	$16,618	14,372	RECONSTRUCT
BROMPTON AVE	HELIOTROPE AVE	WILCOX AVE	BROMAV	355	R	AC	100	$67,568	14,372	RECONSTRUCT
FILMORE ST	WILCOX AVE	ALAMO AVE	FILMST	520	R	AC	100	$41,956	14,372	RECONSTRUCT
FILMORE ST	PALA AVE	WALKER AVE	FILMST	530	R	AC	100	$32,445	14,372	RECONSTRUCT
FILMORE ST	WALKER AVE	HOME AVE	FILMST	535	R	AC	100	$31,244	14,372	RECONSTRUCT
FILMORE ST	CASITAS AVE	RIVER DR	FILMST	545	R	AC	100	$27,810	14,372	RECONSTRUCT
FISHBURN AVE	FLORENCE AVE	BELL AVE	FISHAV	550	R	AC	100	$129,437	14,372	RECONSTRUCT
FISHBURN AVE	RANDOLPH ST	GAGE AVE	FISHAV	560	R	AC	100	$115,360	14,372	RECONSTRUCT
FLORA AVE	GAGE AVE	RANDOLPH ST	FLORAV	580	R	AC	100	$92,288	14,372	RECONSTRUCT
GIFFORD AVE	BELL AVE	BROMPTON AVE	GIFFAV	795	R	AC	100	$62,487	14,372	RECONSTRUCT
HOME AVE	GAGE AVE	RANDOLPH ST	HOMEAV	825	R	AC	100	$102,657	14,372	RECONSTRUCT
LINDBERGH LN	AMELIA EARHART WAY	END	LINDLN	860	R	AC	100	$387,280	14,372	RECONSTRUCT
MAYFLOWER AVE	BELL PL	ACACIA ST	MAYFAV	890	R	AC	100	$58,401	14,372	RECONSTRUCT
MAYFLOWER PL	MAYFLOWER AVE	END	MAYFAV	905	R	AC	100	$18,540	14,372	RECONSTRUCT
NEVADA ST	PROSPECT AVE	MAYFLOWER AVE	NEVAST	930	R	AC	100	$30,591	14,372	RECONSTRUCT
SCELINA AVE	ACACIA ST	END	SCELAV	1125	R	AC	100	$20,600	14,372	RECONSTRUCT
WEIK AVE	VINEVALE AVE	END	WEIKAV	1220	R	AC	100	$27,192	14,372	RECONSTRUCT
					Treatment Total			$1,332,226		

Street Name	Begin Location	End Location	Street ID	Section ID	FC	Surface	PCI	Cost	Rating	Treatment
BEAR AVE	FLORENCE AVE	150'S/FLORENCE AVE	BEARAV	245	R	AC	91	$1,395	23,192	CRACK SEAL & SLURRY SEAL
BECK AVE	WOODWARD AVE	ATLANTIC AVE	BECKAV	280	R	AC	91	$5,230	42,912	CRACK SEAL & SLURRY SEAL
BELL AVE	SHERMAN WAY	WILCOX AVE	BELLAV	295	R	AC	91	$4,821	43,145	CRACK SEAL & SLURRY SEAL
BELL AVE	SALT LAKE AVE	BISSELL AVE	BELLAV	330	C	AC/AC	80	$7,711	43,369	CRACK SEAL & SLURRY SEAL
BISSELL AVE	BELL AVE	1100' N/BELL AVE	BISSEL	345	R	AC	87	$6,138	46,177	CRACK SEAL & SLURRY SEAL
GAGE AVE EB	OTIS AVE	ATLANTIC AVE	GAGEAV	710	A	AC/AC	84	$22,175	60,852	CRACK SEAL & SLURRY SEAL
GAGE AVE EB	HELIOTROPE AVE	WILCOX AVE	GAGEAV	720	A	AC/AC	82	$11,280	56,793	CRACK SEAL & SLURRY SEAL
GAGE AVE WB	CL 350' E/FC	E/END FC BRIDG	GAGEAV	745	A	AC/AC	80	$3,525	53,208	CRACK SEAL & SLURRY SEAL
GAGE AVE WB	HOME AVE	WILCOX AVE	GAGEAV	760	A	AC/AC	82	$13,899	56,793	CRACK SEAL & SLURRY SEAL
GAGE AVE WB	BEAR AVE	MAYWOOD AVE	GAGEAV	785	A	AC/AC	83	$18,586	58,710	CRACK SEAL & SLURRY SEAL
GIFFORD AVE	GAGE AVE	BELL AVE	GIFFAV	800	R	AC	86	$18,598	48,459	CRACK SEAL & SLURRY SEAL
KING AVE	FLORENCE AVE	WEIK AVE	KINGAV	830	R	AC/AC	84	$1,607	34,834	CRACK SEAL & SLURRY SEAL
MINNEWA LN	FLORA AVE	PINE AVE	MINNE	913	R	AC	81	$4,439	31,685	CRACK SEAL & SLURRY SEAL
NELSON DR	VINEVALE AVE	HELIOTROPE AVE	NELSDR	920	R	AC	87	$3,385	41,126	CRACK SEAL & SLURRY SEAL
PINE AVE	CL 150' N/RANDOLPH ST	RANDOLPH ST	PINEAV	1015	R	AC	86	$2,232	39,571	CRACK SEAL & SLURRY SEAL
WALNUT ST	OTIS AVE	100' W/OTIS AVE	WALNST	1210	C	AC	87	$1,162	43,159	CRACK SEAL & SLURRY SEAL
WEIK AVE	MAYFLOWER AVE	KING AVE	WEIKAV	1225	R	AC	86	$5,022	48,318	CRACK SEAL & SLURRY SEAL
WOODWARD AVE	FLORENCE AVE	WEIK AVE	WOODAV	1275	R	AC	91	$1,652	45,902	CRACK SEAL & SLURRY SEAL
					Treatment Total			$132,857		
SHERMAN WAY	FLORENCE AVE	GAGE AVE	SHERWY	1130	R	AC/AC	75	$61,237	17,309	PATCHING 5% & SLURRY SEAL
					Treatment Total			$61,237		
BELL AVE	OTIS AVE	BEAR AVE	BELLAV	315	C	AC/AC	100	$106,228	24,733	THIN AC OVERLAY (1.5 IN.) + BASE REPAIR

** - Treatment from Project Selection

Scenarios Criteria:

Street Name	Begin Location	End Location	Street ID	Section ID	FC	Surface	PCI	Cost	Rating	Treatment
GAGE AVE EB	E/END FC BRIDG	CL 350' E/FC	GAGEAV	740	A	AC/AC	100	$15,862	26,880	THIN AC OVERLAY (1.5 IN.) + BASE REPAIR
					Treatment Total			$122,090		
ATLANTIC AVE SB	FLORENCE AVE	CL 350' S/FLORENCE AVE	ATLANT	180	A	AC	100	$26,918	28,490	THICK AC OVERLAY(2.5 INCHES)
BEAR AVE	GAGE AVE	BELL AVE	BEARAV	255	C	AC	100	$114,445	24,998	THICK AC OVERLAY(2.5 INCHES)
GAGE AVE EB	LA SL RR	CALIFORNIA AVE	GAGEAV	685	A	AC/AC	100	$42,299	28,308	THICK AC OVERLAY(2.5 INCHES)
GAGE AVE EB	CALIFORNIA AVE	BEAR AVE	GAGEAV	700	A	AC/AC	100	$99,979	28,532	THICK AC OVERLAY(2.5 INCHES)
RANDOLPH ST	ATLANTIC AVE	HELIOTROPE AVE	RANDST	1060	C	AC/AC	100	$187,460	25,270	THICK AC OVERLAY(2.5 INCHES)
RANDOLPH ST	HELIOTROPE AVE	ALAMO AVE	RANDST	1065	C	AC/AC	100	$118,565	24,958	THICK AC OVERLAY(2.5 INCHES)
RANDOLPH ST	ALAMO AVE	WALKER AVE	RANDST	1070	C	AC/AC	100	$61,823	24,776	THICK AC OVERLAY(2.5 INCHES)
RANDOLPH ST	25' E/ CASITAS AVE	RIVER DR	RANDST	1080	C	AC/AC	100	$9,957	24,270	THICK AC OVERLAY(2.5 INCHES)
WALKER AVE	RANDOLPH ST	GAGE AVE	WALKAV	1195	C	AC	100	$76,335	25,085	THICK AC OVERLAY(2.5 INCHES)
					Treatment Total			$737,781		
CLARKSON AVE	RANDOLPH ST	GAGE AVE	CLARKS	455	R	AC	100	$41,200	46,741	THIN AC OVERLAY(1.5 INCHES)
GAGE AVE EB	WILCOX AVE	HOME AVE	GAGEAV	725	A	AC/AC	100	$48,644	42,415	THIN AC OVERLAY(1.5 INCHES)
KING AVE	BROMPTON AVE	GAGE AVE	KINGAV	840	R	AC/AC	100	$41,159	46,101	THIN AC OVERLAY(1.5 INCHES)
YEAGER WAY	LINDBERGH LN	BANDINI BLVD	YEAGWY	1295	R	AC	100	$18,540	47,212	THIN AC OVERLAY(1.5 INCHES)
					Treatment Total			$149,543		
					Year 2013 Total			**$2,535,734**		

Year: 2014

BECK AVE	WALKER AVE	END	BECKAV	270	R	AC	100	$29,706	13,954	RECONSTRUCT
BELL AVE	KING AVE	VINEVALE AVE	BELLAV	305	R	AC	100	$90,707	13,953	RECONSTRUCT
BROMPTON AVE	ATLANTIC AVE	WOODWARD AVE	BROMAV	360	R	AC	100	$41,022	13,954	RECONSTRUCT
CORONA AVE	RANDOLPH ST	GAGE AVE	CORON	470	R	AC	100	$118,821	13,954	RECONSTRUCT
ORCHARD AVE	BELL AVE	475' S/GAGE AVE	ORCHAV	945	R	AC	100	$66,201	13,954	RECONSTRUCT

** - Treatment from Project Selection

Scenarios Criteria:

Street Name	Begin Location	End Location	Street ID	Section ID	FC	Surface	PCI	Cost	Rating	Treatment
ORCHARD AVE	475' S/GAGE AVE	GAGE AVE	ORCHAV	950	R	AC	100	$60,472	13,928	RECONSTRUCT
PROSPECT AVE	GAGE AVE	BELL PL	PROSAV	1025	R	AC	100	$88,798	13,947	RECONSTRUCT
RIVERSIDE AVE	ACACIA ST	BELL AVE	RIVRAV	1105	R	AC	100	$87,843	13,954	RECONSTRUCT
SMITH ST	CALIFORNIA AVE	END	SMITST	1150	R	AC	100	$45,619	13,954	RECONSTRUCT
SOUTHALL CT	BROMPTON AVE	END	SOTHCT	1175	R	AC	100	$52,055	13,934	RECONSTRUCT
SOUTHALL LN	SHERMAN WAY	WILCOX AVE	SOTHLN	1170	R	AC	100	$45,831	13,954	RECONSTRUCT
WEIK AVE	WILCOX AVE	VINEVALE AVE	WEIKAV	1215	R	AC	100	$112,173	13,933	RECONSTRUCT
WILEY POST RD	BANDINI BLVD	LINDBERGH LN	WILYRD	1265	R	AC	100	$38,193	13,954	RECONSTRUCT
WOODLAWN AVE	RANDOLPH ST	GAGE AVE	WOODAV	1270	R	AC	100	$122,004	13,933	RECONSTRUCT
					Treatment Total			$999,445		
ACACIA ST	GIFFORD AVE	CORONA AVE	ACACIA	115	R	AC	81	$7,816	31,875	CRACK SEAL & SLURRY SEAL
BECK AVE	CALIFORNIA AVE	BEAR AVE	BECKAV	290	R	AC	85	$11,034	36,243	CRACK SEAL & SLURRY SEAL
CALIFORNIA AVE	WEIK AVE	100' N/BECK AVE	CALIF	390	A	AC	86	$8,888	35,724	CRACK SEAL & SLURRY SEAL
GEORGIA AVE	WEIK AVE	BROMPTON AVE	GEORAV	790	R	AC/AC	80	$10,655	34,601	CRACK SEAL & SLURRY SEAL
KING AVE	RANDOLPH ST	GAGE AVE	KINGAV	845	R	AC/AC	88	$13,218	38,931	CRACK SEAL & SLURRY SEAL
NEVADA ST	WILCOX AVE	END	NEVAST	925	R	AC	84	$6,092	34,778	CRACK SEAL & SLURRY SEAL
PALM AVE	GAGE AVE	RANDOLPH ST	PALMAV	995	R	AC	87	$13,218	37,835	CRACK SEAL & SLURRY SEAL
PROSPECT AVE	BROMPTON AVE	WEIK AVE	PROSAV	1030	R	AC/AC	86	$10,655	36,207	CRACK SEAL & SLURRY SEAL
RIVERSIDE AVE	GAGE AVE	RANDOLPH ST	RIVRAV	1110	R	AC	81	$12,873	31,875	CRACK SEAL & SLURRY SEAL
WOODWARD AVE	WEIK AVE	BROMPTON AVE	WOODAV	1280	R	AC	84	$10,758	34,778	CRACK SEAL & SLURRY SEAL
WOODWARD AVE	BROMPTON AVE	GAGE AVE	WOODAV	1285	R	AC	84	$14,742	34,778	CRACK SEAL & SLURRY SEAL
					Treatment Total			$119,949		
CALIFORNIA AVE	FLORENCE AVE	WEIK AVE	CALIF	385	A	AC	100	$11,076	24,609	THIN AC OVERLAY (1.5 IN.) + BASE REPAIR
					Treatment Total			$11,076		
BEAR AVE	FLORENCE AVE	BELL AVE	BEARAV	250	C	AC	100	$134,853	24,366	THICK AC OVERLAY(2.5 INCHES)

** - Treatment from Project Selection

Scenarios Criteria:

Street Name	Begin Location	End Location	Street ID	Section ID	FC	Surface	PCI	Cost	Rating	Treatment
FLORENCE AVE EB	BEAR AVE	OTIS AVE	FLOREN	595	A	AC	100	$157,862	27,956	THICK AC OVERLAY(2.5 INCHES)
FLORENCE AVE EB	VINEVALE AVE	WILCOX AVE	FLOREN	610	A	AC	100	$117,690	27,544	THICK AC OVERLAY(2.5 INCHES)
FLORENCE AVE WB	BEAR AVE	CALIFORNIA AVE	FLOREN	675	A	AC	100	$88,720	27,544	THICK AC OVERLAY(2.5 INCHES)
GAGE AVE WB	W/END FC BRIDG	HOME AVE	GAGEAV	755	A	AC/AC	100	$41,079	27,697	THICK AC OVERLAY(2.5 INCHES)
VINEVALE AVE	GAGE AVE	FLORENCE AVE	VINVAV	1180	C	AC/AC	100	$231,701	23,748	THICK AC OVERLAY(2.5 INCHES)
WALKER AVE	FLORENCE AVE	GAGE AVE	WALKAV	1190	C	AC/AC	100	$251,009	23,748	THICK AC OVERLAY(2.5 INCHES)
					Treatment Total			$1,022,914		
FLORENCE AVE WB	CALIFORNIA AVE	CL 200' W/CALIFORNIA AVE	FLOREN	680	A	AC	100	$8,558	40,264	THIN AC OVERLAY(1.5 INCHES)
OTIS AVE	ALLEY	GAGE AVE - EAST	OTISAV	975	A	AC	100	$7,002	40,270	THIN AC OVERLAY(1.5 INCHES)
					Treatment Total			$15,560		
					Year 2014 Total			**$2,168,944**		

Year: 2015

CRAFTON AVE	GAGE AVE	FLORENCE AVE	CRAFTO	475	R	AC	100	$328,146	13,529	RECONSTRUCT
FILMORE ST	PROSPECT AVE	HELIOTROPE AVE	FILMST	510	R	AC	100	$109,273	13,524	RECONSTRUCT
FILMORE ST	ALAMO AVE	PALA AVE	FILMST	525	R	AC	100	$33,147	13,518	RECONSTRUCT
PINE AVE	NORTH END	GAGE AVE	PINEAV	1020	R	AC	100	$113,360	13,537	RECONSTRUCT
					Treatment Total			$583,926		
BEAR AVE	GAGE AVE	RANDOLPH ST	BEARAV	260	C	AC	88	$17,134	31,301	CRACK SEAL & SLURRY SEAL
LOMA VISTA PL	BELL AVE	GAGE AVE	LOVIAV	875	R	AC	81	$14,798	32,213	CRACK SEAL & SLURRY SEAL
MANSFIELD WAY	EASTERN AVE	END	MANSWY	885	R	AC	84	$13,369	31,151	CRACK SEAL & SLURRY SEAL
RICKENBACKER RD	EASTERN AVE	END	RICKBA	1085	R	AC	89	$11,933	28,175	CRACK SEAL & SLURRY SEAL
WALNUT ST	OTIS AVE	END	WALNST	1205	C	AC	85	$14,173	30,614	CRACK SEAL & SLURRY SEAL
					Treatment Total			$71,407		
CORONA AVE	BELL AVE	FLORENCE AVE	CORON	460	R	AC/AC	71	$38,246	12,586	PATCHING 5% & SLURRY SEAL

** - Treatment from Project Selection

Scenarios Criteria:

Street Name	Begin Location	End Location	Street ID	Section ID	FC	Surface	PCI	Cost	Rating	Treatment
					Treatment Total			$38,246		
BELL AVE	ATLANTIC AVE	OTIS AVE	BELLAV	310	C	AC/AC	100	$144,483	22,920	THICK AC OVERLAY(2.5 INCHES)
FLORENCE AVE EB	ATLANTIC AVE	VINEVALE AVE	FLOREN	605	A	AC	100	$161,724	27,114	THICK AC OVERLAY(2.5 INCHES)
FLORENCE AVE WB	OTIS AVE	BEAR AVE	FLOREN	670	A	AC	100	$144,532	27,114	THICK AC OVERLAY(2.5 INCHES)
					Treatment Total			$450,739		
ACACIA ST	WILCOX AVE	ALAMO AVE	ACACIA	100	R	AC	100	$5,278	44,740	THIN AC OVERLAY(1.5 INCHES)
FEDERAL AVE	80' WEST OF CLARKSON AVE	CLARKSON AVE	FEDAV	500	R	AC	100	$1,749	43,929	THIN AC OVERLAY(1.5 INCHES)
					Treatment Total			$7,027		
					Year 2015 Total			**$1,151,345**		
Year: 2016										
BANDINI BLVD EB	AMELIA EARHART WAY	50' W/WILEY POST RD	BANDIN	220	A	AC	100	$283,329	9,969	RECONSTRUCT
CALIFORNIA AVE	100' N/BECK AVE	BELL AVE	CALIF	395	A	AC	100	$183,684	9,969	RECONSTRUCT
FISHBURN AVE	BELL AVE	GAGE AVE	FISHAV	555	R	AC	100	$121,931	13,140	RECONSTRUCT
					Treatment Total			$588,944		
FLORENCE AVE (FRONT)	RIVER DR	150' E/WALKER AVE	FLOREN	585	A	AC	91	$7,154	25,823	CRACK SEAL & SLURRY SEAL
FLORENCE AVE (FRONT)	FLORENCE AVE	END	FLOREN	590	A	AC	91	$7,154	25,819	CRACK SEAL & SLURRY SEAL
RANDOLPH ST	CARMELITA AVE	OTIS AVE	RANDST	1045	C	AC/AC	92	$28,678	22,762	CRACK SEAL & SLURRY SEAL
WILCOX AVE	FLORENCE AVE	SOUTH C L	WILCAV	1250	A	AC	91	$9,885	25,815	CRACK SEAL & SLURRY SEAL
WILCOX AVE	GAGE AVE	RANDOLPH ST	WILCAV	1260	A	AC	91	$20,710	25,823	CRACK SEAL & SLURRY SEAL
					Treatment Total			$73,581		
SAN LUIS AVE	FLORENCE AVE	BELL AVE	SALUAV	1120	R	AC/AC	77	$32,548	13,490	PATCHING 5% & SLURRY SEAL
					Treatment Total			$32,548		
GAGE AVE EB	ATLANTIC AVE	HELIOTROPE AVE	GAGEAV	715	A	AC/AC	100	$189,086	26,082	THICK AC OVERLAY(2.5 INCHES)
GAGE AVE EB	HOME AVE	W/END FC BRIDG	GAGEAV	730	A	AC/AC	100	$49,523	26,082	THICK AC OVERLAY(2.5 INCHES)

** - Treatment from Project Selection

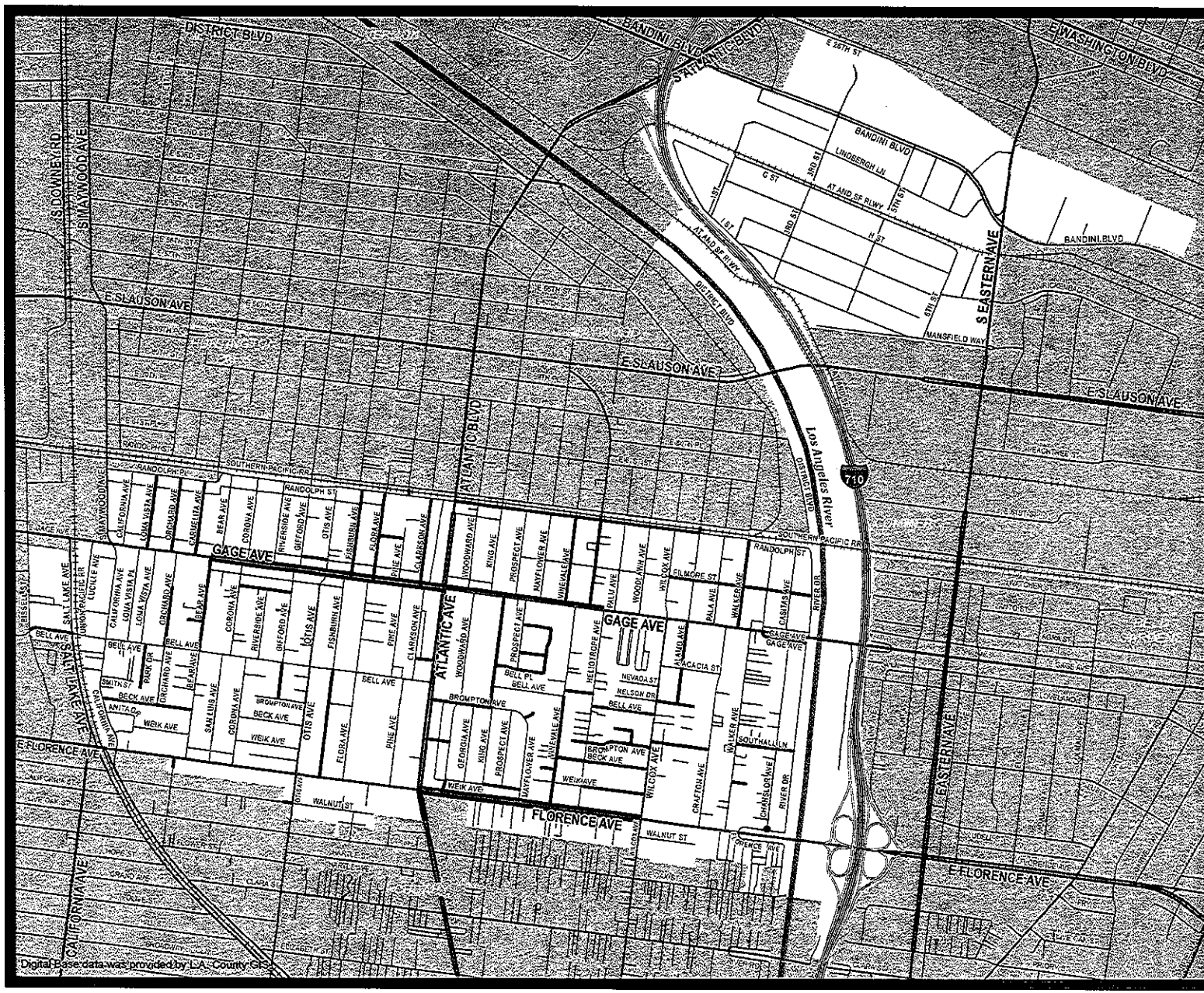
Scenarios Criteria:

Street Name	Begin Location	End Location	Street ID	Section ID	FC	Surface	PCI	Cost	Rating	Treatment
					Treatment Total			$238,609		
CHANSLOR AVE	GAGE AVE	FLORENCE AVE	CHANSL	430	R	AC	100	$105,348	43,028	THIN AC OVERLAY(1.5 INCHES)
KING AVE	N/CL (100' N/R	RANDOLPH ST	KINGAV	850	R	AC	100	$3,377	43,198	THIN AC OVERLAY(1.5 INCHES)
PINE AVE	BELL AVE	FLORENCE AVE	PINEAV	1010	R	AC	100	$56,332	43,147	THIN AC OVERLAY(1.5 INCHES)
					Treatment Total			$165,057		
					Year 2016 Total			**$1,098,739**		
					Grand Total			**$8,611,370**		

APPENDIX B

MAP

TWO YEAR WORK PLAN



CITY OF BELL

PAVEMENT MANAGEMENT TWO YEAR WORK PLAN

FY 12/13 AND FY 13/14

LEGEND

- FY12/13 PROPOSED STREETS
- FY13/14 PROPOSED STREETS

OTHER FEATURES

- FREEWAY
- RAMP
- PRIMARY ROAD
- SECONDARY ROAD
- MINOR ROAD
- RAILROAD

N
W E
S

Feet
0 1,000 2,000

0 0.25 0.5
Miles

INTERWEST CONSULTING GROUP

Map By: BF
Date: 10/9/2012

CITY OF BELL

City of Bell
Agenda Report

DATE: October 17, 2012

TO: Mayor and Members of the City Council

FROM: Rebecca Valdez, City Clerk

APPROVED BY: Doug Willmore, City Manager

SUBJECT: Approve Contract Agreement with Martin & Chapman to provide Election Consulting Services.

RECOMMENDATION:

It is recommended that the City Council approve the agreement with Martin & Chapman in the amount not to exceed $36,590.75 for Election Consulting Services, effective October 17, 2012 through June 30, 2013.

DISCUSSION

Martin & Chapman Co. established in 1956 and is a leader in the election industry, providing election supplies, services and consultation to over 400 cities, counties, organizations and associations in the states of California and Nevada. They are located in Anaheim, CA, and is a family-owned and operated company with over 235 years of combined experience conducting elections that range from a few voters to multi-million count voters. Martin & Chapman Co. has conducted up to 150 different city elections on one day for over 2,500,000 voters, as well as 20 different elections over a 12 week period, for approximately 1,500,000 voters.

They are the primary election consultant and supplier for the 65+ cities who conduct their own elections in Los Angeles County and they consult with and advise most of the 481 cities in the State of California in one way or another. Martin & Chapman Co. is also an election vendor and supplier for statewide elections for counties in California and Nevada.

FISCAL IMPACT

The Fiscal Year 2012/2013 budget includes an anticipated expenditure of $42,000 for election expenses. Martin & Chapman has agreed to provide the city the election services and supplies, which shall include, but not be restricted to the following:

1. Pre-election, nomination, mail ballot, and precinct supplies.
2. Reports-voter registration and polling places.
3. Vote by mail tracking system.
4. Vote by mail supplies.
5. Voter Information pamphlets
6. Ballots, including test/duplicate ballots and privacy sleeves.
7. Ballot counting/election night supplies.
8. Instruction and procedures manuals.
9. Forms and notices.
10. Mailing services

11. Delivery services.

The estimated cost for Martin & Chapman Co. to provide these services is $36,590.75. In addition, about 50% of the cost will be shared with the Los Angeles Community College District.

ATTACHMENTS

1. Agreement

CITY OF BELL

CONTRACT SERVICES AGREEMENT FOR

ELECTION SERVICES

THIS CONTRACT SERVICES AGREEMENT (herein "Agreement") is made and entered into this _____ day of _____, 2012, by and between the CITY OF BELL, a California municipal corporation herein ("City") and Martin & Chapman Company (herein "Contractor").

Whereas, City is desirous of obtaining election consulting services regarding the March 2013 General Municipal Election;

Whereas, Contractor is qualified by virtue of experience, training, education, and expertise to accomplish these services.

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.

1.5 Special Requirements. Additional terms and conditions of this Agreement, if any, which are made a part hereof are set forth in the "Special Requirements" attached hereto as Exhibit "B" and incorporated herein by this reference. In the event of a conflict between the provisions of Exhibit "B" and any other provisions of this Agreement, the provisions of Exhibit "B" shall govern.

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 "C" and incorporated herein by this reference, but not exceeding the maximum contract amount of $36,590.75 ("Contract Sum").

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

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

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 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 City, 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 "D").

4. COORDINATION OF WORK

4.1 Representative of Contractor. Scott Martin is hereby designated as being the representative of Contractor authorized to act on 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 Manager 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 City Manager 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 Manager 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, 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.

6.3 See Exhibit "B"

6.4 See Exhibit "B"

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 City, except that where termination is due to the fault of the City, 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 "C". In the event of termination without cause pursuant to this Section, the terminating party need not provide the non-terminating party with the opportunity to cure pursuant to Section 7.2.

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

8. MISCELLANEOUS

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

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

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

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

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

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

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

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

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

CITY OF BELL

_____
Doug Willmore, City Manager

ATTEST:

_____
City Clerk

APPROVED AS TO FORM:
ALESHIRE & WYNDER, LLP

_____
David J. Aleshire, City Attorney

MARTIN & CHAPMAN COMPANY:

By:_____
Scott Martin, President

By:_____
Name:
Title:

Address: Martin & Chapman Co.
1951 Wright Circle
Anaheim, CA 92806

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 _____, 2012 before me, _____, personally appeared _____, proved to me on the basis of satisfactory evidence to be the person(s) whose names(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature: _____

OPTIONAL

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

CAPACITY CLAIMED BY SIGNER

- ☐ INDIVIDUAL
- ☐ CORPORATE OFFICER

_____
TITLE(S)

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

_____

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

_____

_____

DESCRIPTION OF ATTACHED DOCUMENT

_____
TITLE OR TYPE OF DOCUMENT

_____
NUMBER OF PAGES

_____
DATE OF DOCUMENT

_____
SIGNER(S) OTHER THAN NAMED ABOVE

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

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

☐ INDIVIDUAL
☐ CORPORATE OFFICER

_____
TITLE(S)

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

_____

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

_____

_____

DESCRIPTION OF ATTACHED DOCUMENT

_____
TITLE OR TYPE OF DOCUMENT

_____
NUMBER OF PAGES

_____
DATE OF DOCUMENT

_____
SIGNER(S) OTHER THAN NAMED ABOVE

EXHIBIT "A"
SCOPE OF SERVICES

I. **Contractor will perform all necessary and related services, including the following, in connection with the City of Bell's General Municipal Election to be held on Tuesday, March 5, 2013:**

A. The Contractor shall furnish to the City the election services and supplies in a timely fashion, which shall include, but not be restricted to the following:

- Pre-election, nomination, mail ballot, and precinct supplies
- Reports – voter registration and polling places
- Vote by mail tracking system
- Vote by mail supplies
- Voter information pamphlets
- Ballots, including test/duplicate ballots and privacy sleeves
- Ballot counting/election night supplies
- Instruction and procedures manuals
- Forms and notices
- Mailing services
- Delivery services

B. Contractor shall be "on call" by telephone from the date of the Agreement until completion of services. This means that Contractor shall be available at any time during regular business hours to the Contract Officer, or his/her designee, prior to and during the election, and until the completion of the official canvass of the election, and during the same period to, upon request, appear in person and work in cooperation with the Contract Officer, or his/her designee, upon any election task or problems which may arise.

C. Contractor shall furnish working forms, outlines, check lists and schedules which will aid the Contract Officer, or his/her designee, in keeping track of procedural details of the election. Such documents shall include, but are not limited to, forms, outlines, check lists and schedules identified in Contractor's "Election Handbook", "Order Form for Cities Conducting Own Election", "City Information Fact Sheet Regarding Your Upcoming Election" and a Calendar of Election Events setting out dates and requirements of the Election Code for the City.

D. Contractor shall prepare, print and mail Sample Ballots and the Voter Information Pamphlets to all eligible voters in the city no later than 21 days prior to the election.

E. Contractor shall secure the services of qualified foreign language translators to ensure that all relevant election materials comply with the federal Voting Rights Act and state election laws.

F. Contractor shall prepare Precinct Supplies for all voting precincts in the languages required for this City.

G. Contractor shall otherwise provide such special and unique services, in close cooperation with the Contract Officer, or his/her designee, as may be necessary for the successful conduct of the election.

H. Contractor shall be at a designated site on the day of the election, and to tabulate the votes cast pursuant to the election.

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

EXHIBIT "B"
SPECIAL REQUIREMENTS
(Superseding Contract Boilerplate)

Section 2.2 "Invoices" is revised as follows:

"Upon completion of tasks as set forth under Exhibit "C" I.B., Contractor shall furnish to City an original invoice for all work performed and expenses incurred 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, unit price 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."

The following Section 6.3 is added: "ownership of Documents."

"All drawings, specifications, maps, designs, photographs, studies, surveys, data, notes, computer files, reports, records, documents and other materials (the "documents and materials") prepared by Contractor, its employees, subcontractors and agents in the performance of this Agreement shall be the property of City and shall be delivered to City upon request of the Contract Officer or upon the termination of this Agreement, and Contractor shall have no claim for further employment or additional compensation as a result of the exercise by the City of Bell its full rights of ownership use, reuse, or assignment of the documents and materials hereunder. Any use, reuse or assignment of such completed documents for other projects and/or use of uncompleted documents without specific written authorization by the Contractor will be at the City's sole risk and without liability to Contractor, and Contractor's guarantee and warranties shall not extend to such use, revise or assignment. Contractor may retain copies of such documents for its own use. Contractor shall have an unrestricted right to use the concepts embodied therein. All subcontractors shall provide for assignment to the City of Bell any documents or materials prepared by them, and in the event Contractor fails to secure such assignment, Contractor shall indemnify City for all damages resulting therefrom."

The following Section 6.4 is added: "Confidentiality and Release of Information."

(a) All information gained or work product produced by Contractor in performance of this Agreement shall be considered confidential, unless such information is in the public domain or already known to Contractor. Contractor shall not release or disclose any such information or work product to persons or entities other than City without prior written authorization from the Contract Officer.

(b) Contractor, its officers, employees, agents or subcontractors, shall not, without prior written authorization from the Contract Officer or unless requested by the City Attorney, voluntarily provide documents, declarations, letters of support, testimony at depositions, response to interrogatories or other information concerning the work performed under this Agreement. Response to a subpoena or court order shall not be considered "voluntary" provided Contractor gives City notice of such court order or subpoena.

(c) If Contractor, or any officer, employee, agent or subcontractor of Contractor, provides any information or work product in violation of this Agreement, then City shall have the right to reimbursement and indemnity from Contractor for any damages, costs and fees, including attorneys fees, caused by or incurred as a result of Contractor's conduct.

(d) Contractor shall promptly notify City should Contractor, its officers, employees, agents or subcontractors be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions or other discovery request, court order or subpoena from any party regarding this Agreement and the work performed there under. City retains the right, but has no obligation, to represent Contractor or be present at any deposition, hearing or similar proceeding. Contractor agrees to cooperate fully with City and to provide City with the opportunity to review any response to discovery requests provided by Contractor. However, this right to review any such response does not imply or mean the right by City to control, direct, or rewrite said response.

EXHIBIT "C"
SCHEDULE OF COMPENSATION

I. Contractor shall be compensated as follows:

A. Compensation for supplies provided and services rendered pursuant to the terms of this Agreement shall not exceed $36,590.75.

B. Payment will be made in two installments by the City, upon the completion of the delivery of the supplies and the furnishing of the required services for the election and subsequent to the City's receipt of a valid invoice from Contractor.

1. The first installment shall compensate Contractor for the candidate statement portion of the sample ballot pamphlet.

2. The second installment shall compensate Contractor for all other services rendered by Contractor upon completion of the election.

C. In the event that more or less supplies are actually furnished than is shown in this Agreement, the varied amount of such supplies will be billed accordingly. Estimated pamphlet prices are based on the number of registered voters and the election materials will be provided to voters in English, and the City therefore understands that the number of pages may increase or decrease accordingly.

II. 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, the applicable unit price 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.

III. The total compensation for the Services shall not exceed $36,590.75, as provided in Section 2.1 of this Agreement.

IV. The Contractor's rates for the work to be performed are attached as Exhibit C-1.

EXHIBIT C-1

Martin & Chapman Co.

1951 Wright Circle * Anaheim, California 92806 * 714/939-9866 * Fax 714/939-9870

CITY OF BELL
OFFICE OF THE CITY CLERK
6330 PINE AVE
BELL, CA 90201-1221

October 8, 2012
Estimate for March 2013

GENERAL MUNICIPAL ELECTION
MARCH 5, 2013

Quantity	Description	Unit Price	Total
PRE-ELECTION SUPPLIES			
1	Calendar of Events	NC	NC
1	Election Handbook w/Resolutions, Forms, Notices, Manual	NC	NC
1	Elections Code of California	NC	NC
1	Election Night Procedures Manual	NC	NC
1	Email of Resolutions, Notices and Forms	$20.00	$20.00
NOMINATION SUPPLIES			
15	Nomination Papers	$0.50	$7.50
15	Supplemental Nomination Papers	$0.50	$7.50
15	Ballot Designation Requirements & Worksheets	$0.50	$7.50
15	Candidate's Statement Guidelines & Information Forms	$0.50	$7.50
15	Code of Fair Campaign Practices	$0.50	$7.50
15	Literature/Mass Mailing Requirements	$0.50	$7.50
15	Statement of Financial Worth	$0.50	$7.50
15	Translation Information Sheets	$0.50	$7.50
15	Candidate's Election Calendars	$0.50	$7.50
3	Certificates of Election - Imprinted	$5.00	$15.00
3	Oaths of Office - Imprinted	$5.00	$15.00
VOTE-BY-MAIL BALLOT SUPPLIES			
10	Correction Identification/Return Envelopes	$0.35	$3.50
25	Provisional Ballot Envelopes	$0.35	$8.75
2000	Instructions for Voters - Multi-lingual - 11 x 17	$25.00 ea +0.35	$725.00
2000	Gray/Secrecy Envelopes	$0.07	$140.00
2000	Outgoing Envelopes - Multilingual w/ and w/o indicia	$50.00+0.33 ea	$710.00
1500	PVBM ID/Return Envelopes - Multilingual - Yellow	$25.00+0.38 ea	$595.00
500	ID/Return Envelopes - Multilingual - White	$25.00+0.35 ea	$200.00
1	Voted Ballot Boxes for VBM Ballots-regular size	$3.10	$3.10
8	Voted Ballot Boxes for VBM Ballots-1/2 size	$3.50	$28.00
8	Labels for 1/2 size Voted Ballot Boxes	$0.50	$4.00
9	Seals for Voted Ballot Boxes	$0.50	$4.50

Quantity	Description	Unit Price	Total
PRECINCT SUPPLIES			
4	Precinct Supply Sets	$110.00	$440.00
1	Sample Set	$110.00	$110.00
1	Vote by Mail Canvass Set	$45.00	$45.00
4	Add'l "Unvoted Ballots" White Boxes for precincts>1300 voters	$3.00	$12.00
4	Add'l White Box Seals	$0.25	$1.00
5	Sets of "I VOTED" stickers (700 per precinct + sample kit)	$5.00	$25.00
5	Sets of *Opto-Mark* Pens for Opto-Mark Ballots	$17.25	$86.25
423	Roster pages / Active & Inactive Voters voters	10,475	$396.48
500	Street Index pages / Active & Inactive Voters / 4 sets per precinct		$257.13
18	Election Officer Digests / 8.5 x 11 / 56 pages	$3.00	$54.00
6	Election Officer / Inspector's Guidelines & Checklists	$3.00	$18.00
21	Election Officer Appointment Forms	$0.25	$5.25
21	Election Officer Outgoing Window Envelopes	$0.10	$2.10
REPORTS			
	120 DAYS BEFORE		
1	Voter Identification Report voters	10,400	$248.40
	54 DAYS BEFORE		
1	Voter Identification Report - (54 day reports) voters	10,400	$148.40
	29 DAYS BEFORE		
1	Polling Place Location Report - (29 day reports) voters	10,450	$148.83
VBM TRACKING SYSTEM			
10475	Vote by Mail Tracking System / Active and Inactive Voters		$1,216.63
MAILING LABELS			
1	NCOA (National Change of Address) Set-up charge	$75.00	$75.00
10400	NCOA Processing for Change of Address	$0.00375	$39.00
1	Mail Manager Automated Sort & Palletization	$150.00000	$150.00
10400	Voter Address Labels / 54 day labels		$740.00
50	Voter Address Labels / 29 day labels		$202.50
25	Voter Address Labels / 15 day labels		$201.25
1515	PVBM and VBM Voter Labels (54+29+15 day voters)	25.00+0.25	$403.75
SAMPLE BALLOT / VOTER INFORMATION PAMPHLETS			
11500	Sample Ballot Pamphlets / 16 of 16 pages /	0	$8,300.00
1	(Includes costs of candidate statements)		
OFFICIAL BALLOTS AND SUPPLIES			
3	Official Ballots - Typeset Ballot / per side / English & Spanish	$300.00	$900.00
	Official Ballots / Vote by Mail		
2000	Card 1 -	$0.23	$460.00
2000	Card 2 -	$0.23	$460.00
0	Official Ballots / Precincts		
6700	Card 1 -	$0.23	$1,541.00
6700	Card 2 -	$0.23	$1,541.00
	Official Ballots / Test-Duplicates		
300	Card 1 -	$0.23	$69.00
300	Card 2 -	$0.23	$69.00
18000	Total Official Ballots		
1	Test / Duplicate Overprint / each Card	$25.00	$25.00
6700	Gray Secrecy Envelopes - Rental	$35.00	$234.50

Quantity	Description	Unit Price	Total
BALLOT COUNTING / ELECTION NIGHT SUPPLIES			
1	Election Night Supply Kit	$35.00	$35.00
18	Counted Ballot Seals / 2 per precinct + extras	$1.00	$18.00
1	Ballot Counter Programming only / Card 1-side 1	$1,750.00	$1,750.00
1	Add'l Programming / Card 1-side 2/102	$500.00	$500.00
1	Add'l Programming / Card 2-side 1/201	$500.00	$500.00
4	Add'l Programing to count VBM's/Provisionals by precinct	$20.00	$80.00
2	Ballot Counter Operator(s)	$650.00	$1,300.00
1	Add'l Tally of Late VBM's & Provisional Ballots	$600.00	$600.00
SUBTOTAL			
	Subtotal / Taxable Items		**$25,947.82**
	Sales Tax	0.0875	$2,270.43
			$28,218.25
MISCELLANEOUS SERVICES			
16	Type Election Officer Appointment Forms	$15.00	$240.00
1	Election Officer Class	$600.00	$600.00
1	Mileage to Election Officer Class		$50.00
12	Rental of Voting Booths - Regular	$15.00	$180.00
TRANSLATIONS			
1	***Department of Justice* compliance requirements -** Revision/editing of new and current materials for Notices, Sample Ballot pages, VBM Materials, and Precinct Supplies into all languages - bi-annual charge per city	$100.00	$100.00
	Spanish Translations		
3	Ballot(s) / Designations and Measure Question	$150.00	$450.00
8	Candidates Statements	$175.00	$1,400.00
MAILING SERVICES / SAMPLE BALLOTS			
1	**54 Day** File transfer to mailer, address machine setup	$350.00	$350.00
1	Ballot Group setups	$30.00	$30.00
10400	Affixing Address Labels / <20,000		$750.00
1	Postal documentation	$70.00	$70.00
1	**29 Day** File transfer to mailer, address machine setup	$250.00	$250.00
1	Ballot Group setups	$25.00	$25.00
50	Affixing Address Labels	$0.50	$25.00
1	**15 Day** File transfer to mailer, address machine setup	$100.00	$100.00
1	Ballot Group setups	$25.00	$25.00
25	Affixing Address Labels	$0.50	$12.50
POSTAGE ACTIVITY / SAMPLE BALLOTS			
10396	Standard Rate Postage - 1st mailing-54 day file	Paid by City	
4	1st Class Postage - 1st mailing -Out of State/Country	Paid by City	
50	1st Class Postage - 2nd mailing	Paid by City	
25	1st Class Postage - 3rd mailing-15 day file	Paid by City	
	Additional Postage Due (Credit for unused postage)	$0.00	$0.00
4	Affix Meter Tape 1st class Postage to Out State/Out Country	$100.00	$100.00
50	Affix Meter Tape 1st class Postage to Pamphlets-29 day	$0.25	$12.50
25	Affix Meter Tape 1st class Postage to Pamphlets-15 day	$0.25	$6.25

Quantity	Description	Unit Price	Total
MAILING SERVICES / VOTE-BY-MAIL BALLOTS			
1	Track My Mail / tracking for VBM Ballots / Setup	$150.00	$150.00
1500	Track My Mail / ea	$0.005	$7.50
	PVBM's		
1515	Addressing PVBM Envelopes and labels / 54 + 29 + 15 days	$0.25	$378.75
1500	Inserting PVBM materials into #14 Outgoing Envelopes/54 day only		$425.00
1	Mail preparation, Postal Documentation	$150.00	$150.00
	CITY CLERK'S VBM'S		
500	Inserting VBM materials into #14 Outgoing Envelopes/54 day only		$175.00
POSTAGE ACTIVITY / VOTE-BY-MAIL BALLOTS			
1500	PVBM ballots	Paid by City	
	Additional Postage Due (Credit for unused postage)	$0.00	$0.00
DELIVERY SERVICES			
1	Deliver Sample Ballots to Post Office / 54 days	$500.00	$500.00
1	Deliver PVBM Ballots to Post Office	$300.00	$300.00
1	Deliver VBM Supplies to City	$100.00	$100.00
1	Deliver Precinct Supplies to City	$500.00	$500.00
1	Pickup Precinct Supplies after election from City	$500.00	$500.00
4	Pickup from & Return to County Warehouse - Ballot Boxes, etc.		$260.00
10	UPS/Fed Ex charges		$150.00
	Total Nontaxable Items		$8,372.50
	TOTAL		**$36,590.75**

EXHIBIT "D"
SCHEDULE OF PERFORMANCE

I. N/A

City of Bell
Agenda Report

DATE: October 17, 2012

TO: Mayor and Members of the City Council

FROM: Magdalena Prado, Senior Management Analyst

APPROVED BY: _____
Doug Willmore, City Manager

SUBJECT: UPDATE ON THE LOBBYIST SERVICES REQUEST FOR PROPOSAL (RFP)

RECOMMENDATION:

1) Approve the RFP for Lobbyist Services and authorize staff to release the document; or
2) Provide staff with comments on the RFP for Lobbyist Services and authorize staff to release the RFP once Council comments have been incorporated.

DISCUSSION AND BACKGROUND:

One of the priority objectives established by the City of Bell City Council in the 2012-2013 Annual Budget was to allocate the necessary resources to identify and retain a qualified lobbyist firm to advocate on behalf of the City of Bell and its residents before the California State Legislature, the Los Angeles County Board of Supervisors and other County agencies, as well as the Los Angeles Unified School District (LAUSD). Approximately $48,000 was earmarked for this service agreement.

During the October 17, 2012 City of Bell City Council meeting, Councilmember Ana Maria Quintana requested a discussion regarding a Request for Proposal for Lobbyist Services. As a result of this discussion, Mayor Ali Saleh directed staff to develop a Council subcommittee composed of himself and Councilmember Quintana to help craft a Lobbyist Services RFP reflective of the City's needs.

In light of the Bell Crisis of 2010, there has been a marked need for the City to establish a presence before the State Legislature and the County. The City has been scrutinized by numerous public agencies and a myriad of audits. This has had an adverse impact as the City has been obligated to repay numerous grants and fees.

On a different note, a third of Bell's population is under the age of eighteen, or school age. LAUSD is the primary public school service provider in the City of Bell. As such, the Council also seeks a lobbyist that has a strong relationship with the LAUSD. The Council seeks a lobbyist that would function as an advocate for the City before theses agencies, provide recommended strategies to pursue new funding and service opportunities, as well present other strategic legislative analysis.

During the Council Subcommittee meeting, it was determined that the City would be best served if the RFP document was general in nature and written in broad strokes. The document would identify areas of need, rather than specific projects. This would enable the City the flexibility to include new projects as they arose or became a priority to the City.

Following Council authorization to release the RFP for Lobbyist Services, staff would issue the RFP immediately on Thursday, October 18, 2012 with the goal of returning to the Council on Wednesday, December 5 with a recommended lobbyist firm for Council consideration.

FISCAL IMPACT:
Funding in the amount of $48,000 has been made available for the retention of a lobbying service through the 2012-2013 Annual Budget.

ATTACHMENTS:
A) Request for Proposals: City of Bell Lobbyist Services
B) Standard Contractual Agreement

CITY OF BELL

REQUEST FOR PROPOSAL
FOR STATE ADVOCACY/LOBBYING SERVICES

DATE ISSUED:	Thursday, October 18, 2012
PROPOSALS DUE:	**Tuesday, November 13, 2012 at 2 PM PST**
CONTACT PERSON:	Magdalena Prado, Senior Management Analyst
E-MAIL:	mprado@cityofbell.org
REGULAR MAIL \ EXPRESS MAIL \ HAND DELIVERY	Rebecca Valdez, City Clerk City of Bell 6330 Pine Avenue Bell, CA 90201

1.0 INTRODUCTION

The City of Bell is seeking proposals from advocacy firms with experience before the California State Legislature, and a strong understanding of the Los Angeles County, its related agencies, as well as the Los Angeles Unified School District (LAUSD) governance.

The City seeks a firm with great expertise in this field to represent its interest in public policy forums, aid in the development and influence of legislative strategies, monitor legislation that would impact the City, and pursue new funding opportunities. In addition, the firm will schedule necessary meetings with local leadership, as well as coordinate legislative meetings for Council members traveling to Sacramento.

The selected firm will work closely with the City Manager. The initial contract with the selected firm will be for a 12-month period from January 1, 2013 through December 31, 2013, with the option to renew for two additional 12-month terms, subject to City Council approval. The selected vendor will enter into a contract with the City using the City's standard contractual form.

2.0 BACKGROUND

The City of Bell is a small community located on the west bank of the Los Angeles River. It is nestled between the San Gabriel Mountains and the Port of Long Beach within Los Angeles County and minutes away from downtown Los Angeles, including its financial district and numerous cultural and sporting venues.

Bell is about 2.5 square miles, of which one square mile is industrial in use. The City is strategically located within the warehousing and manufacturing district of Los Angeles County and is in convenient proximity to major transportation arteries including Interstate 710, Interstate 5, the Alameda Corridor, and the Burlington North Santa Fe Rail Yard.

The community of Bell is dynamic and composed of growing families with over 35,000 residents, a third of which are under the age of 18. Over 93% of the population is of Hispanic ancestry with a growing Lebanese American population. 89% of the population speaks a language other than English in the home while nearly 47% of the population is foreign born.

Since the Bell Scandal of 2010, the City has undergone significant scrutiny from the public, press, and regulatory agencies. A myriad of audits have also been conducted which have led to the repayment of grant and other funds. Many of the complex issues the current City of Bell Administration must respond to and resolve are a direct result of the corruption and mismanagement of the former

administration. It is these elements that would be best represented by a lobbyist who has a firm understanding of the City of Bell, its recent history, and more importantly, a strong command of the inner-workings of the State Legislature, and its committees and agencies.

3.0 SCOPE OF SERVICES

The scope of work outlined in this document is intended to function as a general guide for the work the City expects to be performed by the lobbyist. It is not a complete listing of all services that may be required or desired. Further, specific performance measures will be developed once a firm has been identified and a contract has been negotiated. Proposers are free to add to or revise the proposed scope of services as they deem necessary.

The City of Bell has identified a legislative agenda that includes subject areas which would be best represented by a lobbyist such as Transportation, Economic Development, Financial Settlements, Parks and Recreation and Housing. Other areas of interest may be identified as the need arises. The scope of work for advocacy services would include the following:

- Advise the City Manager of the political and financial feasibility of the City's proposed legislative agenda and develop appropriate strategies to ensure goals are achieved in consultation with staff;

- Assist in drafting correspondence to support advocacy for the City's legislative agenda;

- Advise the City Manager on the development and presentation of legislative materials, including organization and formatting;

- Advise the City of relevant funding opportunities within the Los Angeles County, and State Legislature. Assist in securing necessary funding;

- Monitor pending legislation, County and State budget proposals related to the City's priority agenda and provide the City Manager the necessary analysis;

- Represent the City and its legislative platform to the appropriate elected representatives within the State Legislature, including key Committee members, and state agencies, as well as the Los Angeles County, and LAUSD, as needed;

- Participate in crafting itineraries and facilitate meetings with elected representatives within the State Legislature, the County of Los Angeles, and LAUSD, for Bell Council members and staff, as needed;

- Participate in teleconference calls with the City Manager and present legislative updates and reports to the Bell City Council on the status of projects on an as-needed basis.

4.0 PROPOSAL REQUIREMENTS

Responses to this RFP should be concise, well organized and demonstrate the proposer's qualifications and experience applicable to the services requested. The proposal is limited to no more than 15 one-sided pages, inclusive of resumes, graphics, forms, pictures, photographs, dividers, front and back covers and cover letters. Type size and margins for text pages should be in keeping with accepted standards and formats for desktop publishing and processing, and should result in no more than five hundred (500) words per page.

4.1 Contents

Proposals submitted in response to the RFP must be in the following order and must include, as a minimum:

4.1.1 Cover Letter

Include a letter describing the proposer's interest in providing the scope of services. The person authorized to negotiate a contract with the City of Bell shall sign the cover letter. Include the name, phone number, fax number and e-mail address of a contact person for the proposal process.

4.1.2 Executive Summary

Include a brief overview of the entire proposal describing the most important elements of the proposal. Include the firm's primary areas(s) of expertise, the firms' success rate or return on investment for clients and/or general accomplishments, the firm's ability to enter into a contract with the City and commence work by January 1, 2013 and the proposed fee for service for one year. Clearly indicate the monthly retainer fee and estimated travel expenses. If fee is "all inclusive", please indicate if the fee includes travel to the City of Bell and for how many visits.

4.1.3 Background of Proposing Firm

Provide the legal name and address of the company as well as the address of the office where the project manager will reside and where a majority of the work will be performed. Include the number of years the proposer's company has been in business, the legal form of the company

and any other relevant information concerning whether the proposer may or may not be financially capable of completing this project.

4.1.4 Experience

Describe the proposer's experience in representing clients that have other similarities to the City of Bell.

Describe the firm's experience and success/major accomplishments in advocating/lobbying on behalf of local agencies for funding opportunities and related issues.

Describe the qualifications of the lead person(s) that will serve as the primary contact for the City. Qualifications should illustrate general expertise in advocacy/lobbying as well as specific experience in working with clients and issues similar to those of the City of Bell.

List three (3) successfully completed projects of a similar nature. For each completed project, provide the name of the company or agency and project manager the proposer performed work for, including telephone numbers, types of work performed, and dollar value of the contracts.

List all of the proposer's clients, and how the proposer has represented their interests.

Provide a minimum of four (4) professional references, beyond those noted prior, that can speak to the proposer's efforts and that the City may seek out to learn more about the proposer's firm. Include names, titles, organizations, and telephone numbers where references may be contacted.

4.1.5 Proposed Method to Accomplish the Work

A. Describe the proposer's management approach to the scope of services in Section 3.0 and how the proposer will plan for and accommodate each into the advocacy effort. Provide a proposed project schedule, an outline of tasks and list the deliverables per task. Discuss how and what lines of communication will be implemented to maintain the project schedule. Identify the role of each member of the consultant's team. Discuss how input from the Bell City Council and City staff will be incorporated into the proposer's work plan. Identify non-consultant resources that may/will be needed to complete the assignment.

B. As an option, include a critique of the scope of work outlined in Section 3.0 and recommend changes that would improve lobbying efforts.

4.1.6 Knowledge and Understanding of Local Environment

Describe the proposer's experience with the local environment and proposed method for interfacing with City Manager. The environment includes, but is not limited to: non government organizations, cities, and other public agencies.

4.1.7 Knowledge and Understanding of the State Legislature, the County of Los Angeles, and LAUSD

Describe proposer's experience with and knowledge of relevant State and County policies, legislation and funding programs, as well as experience working with LAUSD.

4.1.8 Consultant Team Organization and Key Personnel

Describe the proposed organization of the consultant team, including identification and responsibilities of key personnel. Provide an organization chart showing the relationship among team members involved in the project. Provide resumes of key personnel proposed for the project and three (3) references for each from work on similar projects, including the client's name and phone number. Indicate the workload of the project manager and key team members and their capacity to complete the scope of services. Provide estimates of the time available for the project manager and each key team member to devote to this project.

4.1.9 Addenda to this Request for Proposal

The proposer shall confirm in its proposal the receipt of all addenda issued by the City to this RFP.

4.1.10 Statement of Impartiality/Conflict

The nature of this project requires an impartial unbiased approach on the part of the selected consultant team. Proposals shall include a statement declaring that the consultants are not currently participating and will not participate during the performance of these services in any other similar work involving a third party with interests in conflict or likely to be in conflict with the City's interests and its goals. Proposal shall also list any conflict proposer's firm may have had in the past with the City of Bell and its goals.

4.1.11 Cost Estimate

A. Provide the estimate of the total direct and indirect costs to provide all services identified in the proposer's scope of work per Section 3.0 of this RFP. Provide a detailed cost breakdown identifying: 1) the number of staff hours and hourly rates for each professional and administrative staff person who will be committed to this project, including fringe and overhead costs; 2) an estimate of all other direct costs, such as travel costs, and materials and reproduction costs; and 3) an estimate of subconsultant services, if any.

B. Provide an estimate of how any modifications to the scope of work or schedule recommended by proposer in response to Section 3.0 of the RFP will affect the cost estimate.

4.1.12 Contractual Document

The selected firm will enter into a contract with the City of Bell utilizing its standard contractual form.

5.0 INSURANCE REQUIREMENTS

The proposer shall procure and maintain, at its sole cost and expense, in a form and content satisfactory to City, the following policies of insurance which shall cover all elected and appointed officers, employees and agents of City:

5.1 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 proposer 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 proposer in the course of carrying out the work or services of contemplated in this RFP.

5.2 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. The 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.

6.0 INDEMNIFICATION

To the full extent permitted by law, the lobbying firm agrees to indemnify, defend and hold harmless the City, its officers, employees and agents ("Indemnified Parties") against, and will hold and save them and each of them harmless from, any and all actions, either judicial, administrative, arbitration or regulatory claims, damages to persons or property, losses, costs, penalties, obligations, errors, omissions or liabilities whether actual or threatened (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, operations or activities provided herein of the lobbyist firm, its officers, employees, agents, subcontractors, or invitees, or any individual or entity for which the lobbying firm is legally liable, or arising from the firm's reckless or willful misconduct, or arising from the firm's indemnitors' negligent performance of or failure to perform any term, provision, covenant or condition of the scope of services.

7.0 SUBMITTAL REQUIREMENTS

Proposers must submit their written proposal to Magdalena Prado, Senior Management Analyst. Proposers must submit six (6) hardcopies to the City at the address on the cover of this RFP.

Submittals must be received by Tuesday, November 13, 2012 at 2 PM. This is a firm deadline and no proposals will be accepted beyond this date and time.

Failure to comply with the requirements of the RFP may result in disqualification. The City of Bell is not responsible for finding, correcting or seeking clarification regarding ambiguities or errors in proposals.

If a proposal document is found to contain errors and ambiguities, including proposal cost estimates, the proposal will be interpreted in favor of the City.

8.0 SUBMITTAL QUESTIONS & ADDENDA

All questions on the RFP should be received no later than Friday, October 26, 2012, at 2 PM by e-mail only at mprado@cityofbell.org.

Responses that require that an addendum be issued to the RFP will be posted on the City of Bell website no later than Friday, November 2, 2012. It is the responsibility of proposers to check the City website to determine if addenda have been issued. Any addenda to the RFP will become part of the RFP.

The City reserves the right to revise the RFP prior to the date that proposals are due. Revisions to the RFP will be in the form of an addendum and will be posted on the City website no later than Friday, November 2, 2012.

9.0 PROPOSED EVALUATION CRITERIA

Written proposals will be evaluated by a selection committee. The City reserves the right to select proposers based solely upon their written proposal or oral interview.

9.1. Qualifications and Experience

The experience of the proposers in performing similar work with public, government, private, not-for-profit and other agencies will be considered. Consultant team staff qualifications include a combination of experience, education, background and references in state and federal advocacy and lobby services.

9.2. Proposed Methodology

Proposals will be evaluated based on the proposers' technical and management approach to the project. While proposers are required to address the scope of services as described in this RFP, proposers may also provide innovative, advanced and/or well thought out methodologies that the City may not have specifically identified in this RFP for the committee's consideration.

9.3. Best Value

Proposals that provide the best value and make the most efficient and effective use of the project budget will be considered in this category.

9.4. Understanding of the City of Bell

Proposers must demonstrate an understanding of the City and the key groups and agencies that could assist the City in developing a successful lobbying and advocacy strategy.

10.0 EVALUATION AND CONTRACTING PROCESS

Consultant proposals will be evaluated by a selection committee. The most promising proposers will be invited to interview with the committee to explain their relevant experience, project understanding, and their approach and methodology to completing the project.

The committee will identify the firms that most closely meet the City's needs and recommend to the City of Bell City Council that contract negotiations be initiated. If negotiations with the firm are unsuccessful, negotiations will be conducted with an alternate firm.

11.0 CONSULTANT SELECTION SCHEDULE

The consultant selection process will be conducted on the following schedule:

Wednesday, October 17, 2012	City of Bell Authorizes Release of RFP
Thursday, October 18, 2012	Release of RFP
Friday, October 26, 2012	Last Day for Proposers to Submit Questions on RFP
Friday, November 2, 2012, 5 PM	RFP Addenda Posted on City of Bell Website by 5 PM
Tuesday, November 13, 2012, 2 PM	**Deadline to Submit Proposals**
Monday, November 19, 2012	Interviews of Shortlisted Firms
Wednesday, December 5, 2012	Bell Council Action on Consultant
December 2012	Contract Signed with Consultant
January 1, 2013	Contract Start Date

Please note these scheduled dates are tentative and subject to change

12.0 SOLICITATION DISCLAIMER

All proposals become the property of the City upon submission. The cost of preparing, submitting and presenting a proposal and participating in an interview is at the sole expense of the proposer. The City has the right to reject any or all of the proposals received as a result of this solicitation. Solicitation of proposals

in no way obligates the City to contract with any firm or individual. The decision to award a contract is at the discretion of the City of Bell.

CONTRACT SERVICES AGREEMENT

By and Between

THE CITY OF BELL,
A MUNICIPAL CORPORATION

and

_____

AGREEMENT FOR CONTRACT SERVICES
BETWEEN
THE CITY OF BELL, CALIFORNIA
AND

_____

THIS AGREEMENT FOR CONTRACT SERVICES (herein" Agreement") is made and entered into this ___day of _____, 20_____ by and between the City of Bell, a municipal corporation ("City") and _____, ("Consultant" or "Contractor"). City and Contractor are sometimes hereinafter individually referred to as "Party" and hereinafter collectively referred to as the "Parties."). (The term Contractor includes professionals performing in a consulting capacity.)

RECITALS

A. City has sought, by issuance of a Request for Proposals or Invitation for Bids, the performance of the services defined and described particularly in Section 1 of this Agreement.

B. Contractor, following submission of a proposal or bid for the performance of the services defined and described particularly in Article 1 of this Agreement, was selected by the City to perform those services.

C. Pursuant to the City of Bell's Municipal Code, City has authority to enter into this Agreement Services Agreement and the Chief Administrative Officer has authority to execute this Agreement.

D. The Parties desire to formalize the selection of Contractor for performance of those services defined and described particularly in Section 1 of this Agreement and desire that the terms of that performance be as particularly defined and described herein.

OPERATIVE PROVISIONS

NOW, THEREFORE, in consideration of the mutual promises and covenants made by the Parties and contained herein and other considerations, the value and adequacy of which are hereby acknowledged, the parties agree as follows:

ARTICLE 1. SERVICES OF CONTRACTOR

1.1 Scope of Services.

In compliance with all terms and conditions of this Agreement, the Contractor shall provide those services specified in the "Scope of Services" attached hereto as Exhibit "A" and incorporated herein by this reference, which services may be referred to herein as the "services" or "work" hereunder. As a material inducement to the City entering into this Agreement, Contractor represents and warrants that it has the qualifications, experience, and facilities necessary to properly perform the services required under this Agreement in a thorough, competent, and professional manner, and is experienced in performing the work and services

contemplated herein. Contractor shall at all times faithfully, competently and to the best of its ability, experience and talent, perform all services described herein. Contractor covenants that it shall follow the highest professional standards in performing the work and services required hereunder and that all materials will be of good quality, fit for the purpose intended. For purposes of this Agreement, the phrase "highest professional standards" shall mean those standards of practice recognized by one or more first-class firms performing similar work under similar circumstances.

1.2 Contractor's Proposal.

The Scope of Service shall include the Contractor's scope of work or bid which shall be incorporated herein by this reference as though fully set forth herein. In the event of any inconsistency between the terms of such proposal and this Agreement, the terms of this Agreement shall govern.

1.3 Compliance with Law.

Contractor shall keep itself informed concerning, and shall render all services hereunder in accordance with all ordinances, resolutions, statutes, rules, and regulations of the City and any Federal, State or local governmental entity having jurisdiction in effect at the time service is rendered.

1.4 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 this Agreement. Contractor shall have the sole obligation to pay for any fees, assessments and taxes, plus applicable penalties and interest, which may be imposed by law and arise from or are necessary for the Contractor's performance of the services required by this Agreement, and shall indemnify, defend and hold harmless City, its officers, employees or agents of City, against any such fees, assessments, taxes penalties or interest levied, assessed or imposed against City hereunder.

1.5 Familiarity with Work.

By executing this Agreement, Contractor warrants that Contractor (i) has thoroughly investigated and considered the scope of services to be performed, (ii) has carefully considered how the services should be performed, and (iii) fully understands the facilities, difficulties and restrictions attending performance of the services under this Agreement. If the services involve work upon any site, Contractor warrants that Contractor has or will investigate the site and is or will be fully acquainted with the conditions there existing, prior to commencement of services hereunder. Should the Contractor discover any latent or unknown conditions, which will materially affect the performance of the services hereunder, Contractor shall immediately inform the City of such fact and shall not proceed except at City's risk until written instructions are received from the Contract Officer.

1.6 Care of Work.

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

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CONTRACT SERVICES AGREEMENT

By and Between

THE CITY OF BELL,
A MUNICIPAL CORPORATION

and

_____

AGREEMENT FOR CONTRACT SERVICES
BETWEEN
THE CITY OF BELL, CALIFORNIA
AND

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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.

1.7 Warranty.

Contractor warrants all Work under the Agreement (which for purposes of this Section shall be deemed to include unauthorized work which has not been removed and any non-conforming materials incorporated into the Work) 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 non-conformance 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. Contractor shall act sooner as requested by the City in response to an emergency. In addition, Contractor shall, at its sole cost and expense, repair and replace any portions of the Work (or work of other contractors) damaged by its defective Work or which becomes damaged in the course of repairing or replacing defective Work. For any Work so corrected, Contractor's obligation hereunder to correct defective Work shall be reinstated for an additional one year period, commencing with the date of acceptance of such corrected Work. Contractor shall perform such tests as the City may require to verify that any corrective actions, including, without limitation, redesign, repairs, and replacements comply with the requirements of the Agreement. All costs associated with such corrective actions and testing, including the removal, replacement, and reinstitution of equipment and materials necessary to gain access, shall be the sole responsibility of the Contractor. All warranties and guarantees of subcontractors, suppliers and manufacturers with respect to any portion of the Work, whether express or implied, are deemed to be obtained by Contractor for the benefit of the City, regardless of whether or not such warranties and guarantees have been transferred or assigned to the City by separate agreement and Contractor agrees to enforce such warranties and guarantees, if necessary, on behalf of the City. In the event that Contractor fails to perform its obligations under this Section, or under any other warranty or guaranty under this Agreement, to the reasonable satisfaction of the City, the City shall have the right to correct and replace any defective or non-conforming Work and any work damaged by such work or the replacement or correction thereof at Contractor's sole expense. Contractor shall be obligated to fully reimburse the City for any expenses incurred hereunder upon demand. This provision may be waived in Exhibit "B" if the services hereunder do not include construction of any improvements or the supplying of equipment or materials.

1.8 **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. City shall provide Contractor with a copy of the prevailing rates of per diem wages in effect at the commencement of this Agreement. Contractor shall 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.

1.9 Further Responsibilities of Parties.

Both parties agree to use reasonable care and diligence to perform their respective obligations under this Agreement. Both parties agree to act in good faith to execute all instruments, prepare all documents and take all actions as may be reasonably necessary to carry out the purposes of this Agreement. Unless hereafter specified, neither party shall be responsible for the service of the other.

1.10 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 Agreement 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 five percent (5%) of the Agreement Sum or $25,000, whichever is less; 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. It is expressly understood by Contractor that the provisions of this Section shall not apply to services specifically set forth in the Scope of Services or reasonably contemplated therein. Contractor hereby acknowledges that it accepts the risk that the services to be provided pursuant to the Scope of Services may be more costly or time consuming than Contractor anticipates and that Contractor shall not be entitled to additional compensation therefor.

1.11 Special Requirements.

Additional terms and conditions of this Agreement, if any, which are made a part hereof are set forth in the "Special Requirements" attached hereto as Exhibit "B" and incorporated herein by this reference. In the event of a conflict between the provisions of Exhibit "B" and any other provisions of this Agreement, the provisions of Exhibit "B" shall govern.

ARTICLE 2. COMPENSATION AND METHOD OF PAYMENT.

2.1 Contract Sum.

Subject to any limitations set forth in this Agreement, City agrees to pay Contractor the amounts specified in the "Schedule of Compensation" attached hereto as Exhibit "C" and incorporated herein by this reference. The total compensation, including reimbursement for actual expenses, shall not exceed _____ (the "Contract"), unless additional compensation is approved pursuant to Section 1.10.

2.2 Method of Compensation.

The method of compensation may include: (i) a lump sum payment upon completion, (ii) payment in accordance with specified tasks or the percentage of completion of the services, (iii) payment for time and materials based upon the Contractor's rates as specified in the Schedule of Compensation, provided that time estimates are provided for the performance of sub tasks, but not exceeding the Contract Sum or (iv) such other methods as may be specified in the Schedule of Compensation.

2.3 Reimbursable Expenses.

Compensation may include reimbursement for actual and necessary expenditures for reproduction costs, telephone expenses, and travel expenses approved by the Contract Officer in advance, or actual subcontractor expenses if an approved subcontractor pursuant to Section 4.5, and only if specified in the Schedule of Compensation. The Contract Sum shall include the attendance of Contractor at all project meetings reasonably deemed necessary by the City. Coordination of the performance of the work with City is a critical component of the services. If Contractor is required to attend additional meetings to facilitate such coordination, Contractor shall not be entitled to any additional compensation for attending said meetings.

2.4 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, or as provided in Section 7.3. 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.

2.5 Waiver.

Payment to Contractor for work performed pursuant to this Agreement shall not be deemed to waive any defects in work performed by Contractor.

ARTICLE 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 "D" 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 one hundred eighty (180) 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 forth 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 8 of this Agreement, this Agreement shall continue in full force and effect until completion of the services but not exceeding one (1) years from the date hereof, except as otherwise provided in the Schedule of Performance (Exhibit "D").

ARTICLE 4. COORDINATION OF WORK

4.1 Representatives and Personnel of Contractor.

The following principals of Contractor (Principals) are hereby designated as being the principals and representatives of Contractor authorized to act in its behalf with respect to the work specified herein and make all decisions in connection therewith:

_____	_____
(Name)	(Title)
_____	_____
(Name)	(Title)
_____	_____
(Name)	(Title)

It is expressly understood that the experience, knowledge, capability and reputation of the foregoing principals were a substantial inducement for City to enter into this Agreement. Therefore, the foregoing principals shall be responsible during the term of this Agreement for directing all activities of Contractor and devoting sufficient time to personally supervise the services hereunder. All personnel of Contractor, and any authorized agents, shall at all times be under the exclusive direction and control of the Principals. For purposes of this Agreement, the foregoing Principals may not be replaced nor may their responsibilities be substantially reduced by Contractor without the express written approval of City. Additionally, Contractor shall make every reasonable effort to maintain the stability and continuity of Contractor's staff and subcontractors, if any, assigned to perform the services required under this Agreement. Contractor shall notify City of any changes in Contractor's staff and subcontractors, if any, assigned to perform the services required under this Agreement, prior to and during any such performance.

4.2 Status of Contractor.

Contractor shall have no authority to bind City in any manner, or to incur any obligation, debt or liability of any kind on behalf of or against City, whether by contract or otherwise, unless such authority is expressly conferred under this Agreement or is otherwise expressly conferred in writing by City. Contractor shall not at any time or in any manner represent that Contractor or any of Contractor's officers, employees, or agents are in any manner officials, officers, employees or agents of City. Neither Contractor, nor any of Contractor's officers, employees or agents, shall obtain any rights to retirement, health care or any other benefits which may otherwise accrue to City's employees. Contractor expressly waives any claim Contractor may have to any such rights.

4.3 Contract Officer.

The Contract Officer shall be such person as may be designated by the Chief Administrative Officer of City. It shall be the Contractor's responsibility to assure that the Contract Officer is kept informed of the progress of the performance of the services and the Contractor shall refer any decisions which must be made by City to the Contract Officer. Unless otherwise specified herein, any approval of City required hereunder shall mean the approval of the Contract Officer. The Contract Officer shall have authority, if specified in writing by the Chief Administrative Officer, to sign all documents on behalf of the City required hereunder to carry out the terms of this Agreement.

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 herein. City shall have no voice in the selection, discharge, supervision or control of Contractor's employees, servants, representatives or agents, or in fixing their number, compensation or hours of service. Contractor shall perform all services required herein as an independent contractor of City and shall remain at all times as to City a wholly independent contractor 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. City shall not in any way or for any purpose become or be deemed to be a partner of Contractor in its business or otherwise or a joint venturer or a member of any joint enterprise with Contractor.

4.5 Prohibition Against Subcontracting or Assignment.

The experience, knowledge, capability and reputation of Contractor, its principals and employees were a substantial inducement for the Agency to enter into this Agreement. Therefore, Contractor shall not contract with any other entity to perform in whole or in part the services required hereunder without the express written approval of the Agency. In addition, neither this Agreement nor any interest herein may be transferred, assigned, conveyed, hypothecated or encumbered voluntarily or by operation of law, whether for the benefit of creditors or otherwise, without the prior written approval of Agency. Transfers restricted hereunder shall include the transfer to any person or group of persons acting in concert of more than twenty five percent (25%) of the present ownership and/or control of Contractor, taking all transfers into account on a cumulative basis. In the event of any such unapproved transfer, including any bankruptcy proceeding, this Agreement shall be void. No approved transfer shall release the Contractor or any surety of Contractor of any liability hereunder without the express consent of Agency.

ARTICLE 5. INSURANCE, INDEMNIFICATION AND BONDS

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. (See Exhibit B).

(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. (See Exhibit B).

(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.

(d) Professional Liability. Professional liability insurance appropriate to the Contractor's profession. This coverage may be written on a "claims made" basis, and must include coverage for contractual liability. The professional liability insurance required by this Agreement must be endorsed to be applicable to claims based upon, arising out of or related to services performed under this Agreement. The insurance must be maintained for at least 5 consecutive years following the completion of Contractor's services or the termination of this Agreement. During this additional 5-year period, Contractor shall annually and upon request of the City submit written evidence of this continuous coverage. (See Exhibit B).

(e) Additional Insurance. Policies of such other insurance, as may be required in the Special Requirements. (See Exhibit B).

5.2 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.

All certificates shall name the City as additional insured (providing the appropriate endorsement) and shall conform to the following "cancellation" notice:

CANCELLATION:

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATED THEREOF, THE ISSUING COMPANY SHALL MAIL THIRTY (30)-DAY ADVANCE WRITTEN NOTICE TO CERTIFICATE HOLDER NAMED HEREIN.

[to be initialed] _____
Agent Initials

City, its respective elected and appointed officers, directors, officials, employees, agents and volunteers are to be covered as additional insureds as respects: liability arising out of activities Contractor performs; products and completed operations of Contractor; premises owned, occupied or used by Contractor; or automobiles owned, leased, hired or borrowed by Contractor. The coverage shall contain no special limitations on the scope of protection afforded to City, and their respective elected and appointed officers, officials, employees or volunteers. Contractor's 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.

Any deductibles or self-insured retentions must be declared to and approved by City. At the option of City, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects City or its respective elected or appointed officers, directors, officials, agents, employees and volunteers or the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration, defense expenses and claims. The

Contractor agrees that the requirement to provide insurance shall not be construed as limiting in any way the extent to which the Contractor may be held responsible for the payment of damages to any persons or property resulting from the Contractor's activities or the activities of any person or persons for which the Contractor is otherwise responsible nor shall it limit the Contractor's indemnification liabilities as provided in Section 5.3.

In the event the Contractor subcontracts any portion of the work in compliance with Section 4.5 of this Agreement, the contract between the Contractor and such subcontractor shall require the subcontractor to maintain the same policies of insurance that the Contractor is required to maintain pursuant to Section 5.1, and such certificates and endorsements shall be provided to City.

5.3 Indemnification.

To the full extent permitted by law, Contractor agrees to indemnify, defend and hold harmless the City, its officers, employees and agents ("Indemnified Parties") against, and will hold and save them and each of them harmless from, any and all actions, either judicial, administrative, arbitration or regulatory claims, damages to persons or property, losses, costs, penalties, obligations, errors, omissions or liabilities whether actual or threatened (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, operations or activities provided herein of Contractor, its officers, employees, agents, subcontractors, or invitees, or any individual or entity for which Contractor is legally liable ("indemnitors"), or arising from Contractor's reckless or willful misconduct, or arising from Contractor's indemnitors' negligent performance of or failure to perform any term, provision, covenant or condition of this Agreement, and in connection therewith:

(a) Contractor will defend any action or actions filed in connection with any of said claims or liabilities and will pay all costs and expenses, including legal costs and attorneys' fees incurred in connection therewith;

(b) Contractor will promptly pay any judgment rendered against the City, its officers, agents or employees for any such claims or liabilities arising out of or in connection with the negligent performance of or failure to perform such work, operations or activities of Contractor hereunder; and Contractor agrees to save and hold the City, its officers, agents, and employees harmless therefrom;

(c) In the event the City, its officers, agents or employees is made a party to any action or proceeding filed or prosecuted against Contractor for such damages or other claims arising out of or in connection with the negligent performance of or failure to perform the work, operation or activities of Contractor hereunder, Contractor agrees to pay to the City, its officers, agents or employees, any and all costs and expenses incurred by the City, its officers, agents or employees in such action or proceeding, including but not limited to, legal costs and attorneys' fees.

Contractor shall incorporate similar indemnity agreements with its subcontractors and if it fails to do so Contractor shall be fully responsible to indemnify City hereunder therefore, and failure of City to monitor compliance with these provisions shall not be a waiver hereof. This indemnification includes claims or liabilities arising from any negligent or wrongful act, error or

omission, or reckless or willful misconduct of Contractor in the performance of professional services hereunder. The provisions of this Section do not apply to claims or liabilities occurring as a result of City's sole negligence or willful acts or omissions, but, to the fullest extent permitted by law, shall apply to claims and liabilities resulting in part from City's negligence, except that design professionals' indemnity hereunder shall be limited to claims and liabilities arising out of the negligence, recklessness or willful misconduct of the design professional. The indemnity obligation shall be binding on successors and assigns of Contractor and shall survive termination of this Agreement.

5.4 Performance Bond.

Concurrently with execution of this Agreement, and if required in Exhibit "B", Contractor shall deliver to City performance bond in the sum of the amount of this Agreement, in the form provided by the City Clerk, which secures the faithful performance of this Agreement. The bond shall contain the original notarized signature of an authorized officer of the surety and affixed thereto shall be a certified and current copy of his power of attorney. The bond shall be unconditional and remain in force during the entire term of the Agreement and shall be null and void only if the Contractor promptly and faithfully performs all terms and conditions of this Agreement.

5.5 Sufficiency of Insurer or Surety.

Insurance or bonds required by this Agreement shall be satisfactory only if issued by companies qualified to do business in California, rated "A" or better in the most recent edition of Best Rating Guide, The Key Rating Guide or in the Federal Register, and only if they are of a financial category Class VII or better, unless such requirements are waived by the Risk Manager of the City due to unique circumstances. If this Agreement continues for more than 3 years duration, or in the event the Risk Manager of City ("Risk Manager") determines that the work or services to be performed under this Agreement creates an increased or decreased risk of loss to the City, the Contractor agrees that the minimum limits of the insurance policies and the performance bond required by Section 5.4 may be changed accordingly upon receipt of written notice from the Risk Manager; provided that the Contractor shall have the right to appeal a determination of increased coverage by the Risk Manager to the City Council of City within 10 days of receipt of notice from the Risk Manager.

ARTICLE 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. Any and all such documents shall be maintained in accordance with generally accepted accounting principles and shall be complete and detailed. 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. Such records shall be maintained for a period of 3 years following completion of the services hereunder, and the City shall have access to such

records in the event any audit is required. In the event of dissolution of Contractor's business, custody of the books and records may be given to City, and access shall be provided by Contractor's successor in interest.

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 as the Contract Officer shall require. Contractor hereby acknowledges that the City is greatly concerned about the cost of work and services to be performed pursuant to this Agreement. For this reason, Contractor agrees that if Contractor becomes aware of any facts, circumstances, techniques, or events that may or will materially increase or decrease the cost of the work or services contemplated herein or, if Contractor is providing design services, the cost of the project being designed, Contractor shall promptly notify the Contract Officer of said fact, circumstance, technique or event and the estimated increased or decreased cost related thereto and, if Contractor is providing design services, the estimated increased or decreased cost estimate for the project being designed.

6.3 Ownership of Documents.

All drawings, specifications, maps, designs, photographs, studies, surveys, data, notes, computer files, reports, records, documents and other materials (the "documents and materials") prepared by Contractor, its employees, subcontractors and agents in the performance of this Agreement shall be the property of City and shall be delivered to City upon request of the Contract Officer or upon the termination of this Agreement, and Contractor shall have no claim for further employment or additional compensation as a result of the exercise by City of its full rights of ownership use, reuse, or assignment of the documents and materials hereunder. Any use, reuse or assignment of such completed documents for other projects and/or use of uncompleted documents without specific written authorization by the Contractor will be at the City's sole risk and without liability to Contractor, and Contractor's guarantee and warranties shall not extend to such use, revise or assignment. Contractor may retain copies of such documents for its own use. Contractor shall have an unrestricted right to use the concepts embodied therein. All subcontractors shall provide for assignment to City of any documents or materials prepared by them, and in the event Contractor fails to secure such assignment, Contractor shall indemnify City for all damages resulting therefrom.

6.4 Confidentiality and Release of Information.

(a) All information gained or work product produced by Contractor in performance of this Agreement shall be considered confidential, unless such information is in the public domain or already known to Contractor. Contractor shall not release or disclose any such information or work product to persons or entities other than City without prior written authorization from the Contract Officer.

(b) Contractor, its officers, employees, agents or subcontractors, shall not, without prior written authorization from the Contract Officer or unless requested by the City Attorney, voluntarily provide documents, declarations, letters of support, testimony at depositions, response to interrogatories or other information concerning the work performed under this Agreement. Response to a subpoena or court order shall not be considered "voluntary" provided Contractor gives City notice of such court order or subpoena.

(c) If Contractor, or any officer, employee, agent or subcontractor of Contractor, provides any information or work product in violation of this Agreement, then City shall have the right to reimbursement and indemnity from Contractor for any damages, costs and fees, including attorneys fees, caused by or incurred as a result of Contractor's conduct.

(d) Contractor shall promptly notify City should Contractor, its officers, employees, agents or subcontractors be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions or other discovery request, court order or subpoena from any party regarding this Agreement and the work performed there under. City retains the right, but has no obligation, to represent Contractor or be present at any deposition, hearing or similar proceeding. Contractor agrees to cooperate fully with City and to provide City with the opportunity to review any response to discovery requests provided by Contractor. However, this right to review any such response does not imply or mean the right by City to control, direct, or rewrite said response.

ARTICLE 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, or any other appropriate court in such county, and Contractor covenants and agrees to submit to the personal jurisdiction of such court in the event of such action. In the event of litigation in a U.S. District Court, venue shall lie exclusively in the Central District of California, in Los Angeles.

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, though not reduced, 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. In the alternative, the City may, in its sole discretion, elect to pay some or all of the outstanding invoices during the period of default. If Contractor does not cure the default, the City may take necessary steps to terminate this Agreement under this Article. Any failure on the part of the City to give notice of the Contractor's default shall not be deemed to result in a waiver of the City's legal rights or any rights arising out of any provision of this Agreement.

7.3 Retention of Funds.

Contractor hereby authorizes City to deduct from any amount payable to Contractor (whether or not arising out of this Agreement) (i) any amounts the payment of which may be in dispute hereunder or which are necessary to compensate City for any losses, costs, liabilities, or damages suffered by City, and (ii) all amounts for which City may be liable to third parties, by reason of Contractor's acts or omissions in performing or failing to perform Contractor's

obligation under this Agreement. In the event that any claim is made by a third party, the amount or validity of which is disputed by Contractor, or any indebtedness shall exist which shall appear to be the basis for a claim of lien, City may withhold from any payment due, without liability for interest because of such withholding, an amount sufficient to cover such claim. The failure of City to exercise such right to deduct or to withhold shall not, however, affect the obligations of the Contractor to insure, indemnify, and protect City as elsewhere provided herein.

7.4 Waiver.

Waiver by any party to this Agreement of any term, condition, or covenant of this Agreement shall not constitute a waiver of any other term, condition, or covenant. Waiver by any party of any breach of the provisions of this Agreement shall not constitute a waiver of any other provision or a waiver of any subsequent breach or violation of any provision of this Agreement. Acceptance by City of any work or services by Contractor shall not constitute a waiver of any of the provisions of this Agreement. No delay or omission in the exercise of any right or remedy by a non-defaulting party on any default shall impair such right or remedy or be construed as a waiver. 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.

7.5 Rights and Remedies are Cumulative.

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.

7.6 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.

7.7 Liquidated Damages.

Since the determination of actual damages for any delay in performance of this Agreement would be extremely difficult or impractical to determine in the event of a breach of this Agreement, the Contractor and its sureties shall be liable for and shall pay to the City the sum of _____ ($_____) as liquidated damages for each working day of delay in the performance of any service required hereunder, as specified in the Schedule of Performance (Exhibit "D"). The City may withhold from any monies payable on account of services performed by the Contractor any accrued liquidated damages.

7.8 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, except as provided in Section 7.3. 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. 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.

7.9 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.

7.10 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 may be granted, whether legal or equitable, shall be entitled to reasonable attorneys' fees. Attorneys' fees shall include attorneys' fees on any appeal, and in addition a party entitled to attorneys' fees shall be entitled to all other reasonable costs for investigating such action, taking depositions and discovery and all other necessary costs the court allows which are incurred in such litigation. All such fees shall be deemed to have accrued on commencement of such action and shall be enforceable whether or not such action is prosecuted to judgment.

ARTICLE 8. CITY OFFICERS AND EMPLOYEES: NON-DISCRIMINATION

8.1 Non-liability of Agency Officers and Employees.

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

8.2 Conflict of Interest.

Contractor covenants that neither it, nor any officer or principal of its firm, has or shall acquire any interest, directly or indirectly, which would conflict in any manner with the interests of City or which would in any way hinder Contractor's performance of services under this Agreement. Contractor further covenants that in the performance of this Agreement, no person having any such interest shall be employed by it as an officer, employee, agent or subcontractor without the express written consent of the Contract Officer. Contractor agrees to at all times avoid conflicts of interest or the appearance of any conflicts of interest with the interests of City in the performance of this Agreement.

No officer or employee of the Agency shall have any financial interest, direct or indirect, in this Agreement nor shall any such officer or employee participate in any decision relating to the Agreement which effects his financial interest or the financial interest of any corporation, partnership or association in which he is, directly or indirectly, interested, in violation of any State statute or regulation. The Contractor warrants that it has not paid or given and will not pay or give any third party any money or other consideration for obtaining this Agreement.

8.3 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 insure that applicants are employed and that employees are treated during employment without regard to their race, color, creed, religion, sex, marital status, national origin, or ancestry.

8.4 Unauthorized Aliens.

Contractor hereby promises and agrees to comply with all of the provisions of the Federal Immigration and Nationality Act, 8 U.S.C.A. §§ 1101, et seq., as amended, and in connection therewith, shall not employ unauthorized aliens as defined therein. Should Contractor so employ such unauthorized aliens for the performance of work and/or services covered by this Agreement, and should the any liability or sanctions be imposed against City for such use of unauthorized aliens, Contractor hereby agrees to and shall reimburse City for the cost of all such liabilities or sanctions imposed, together with any and all costs, including attorneys' fees, incurred by City.

ARTICLE 9. MISCELLANEOUS PROVISIONS

9.1 Notices.

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

communicated at the time personally delivered or in seventy-two (72) hours from the time of mailing if mailed as provided in this Section.

9.2 Interpretation.

The terms of this Agreement shall be construed in accordance with the meaning of the language used and shall not be construed for or against either party by reason of the authorship of this Agreement or any other rule of construction which might otherwise apply.

9.3 Counterparts.

This Agreement may be executed in counterparts, each of which shall be deemed to be an original, and such counterparts shall constitute one and the same instrument.

9.4 Integration; Amendment.

This Agreement including the attachments hereto is the entire, complete and exclusive expression of the understanding of the parties. 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. No amendment to or modification of this Agreement shall be valid unless made in writing and approved by the Contractor and by the City Council. The parties agree that this requirement for written modifications cannot be waived and that any attempted waiver shall be void.

9.5 Severability.

In the event that any one or more of the phrases, sentences, clauses, paragraphs, or sections contained in 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 phrases, sentences, clauses, paragraphs, or sections 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.

9.6 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. This Agreement shall be binding upon the heirs, executors, administrators, successors and assigns of the parties.

[SIGNATURES ON FOLLOWING PAGE]

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

CITY:

CITY OF BELL

_____

_____, City Manager

ATTEST:

_____

City Clerk

APPROVED AS TO FORM:

ALESHIRE & WYNDER, LLP

_____

David Aleshire, City Attorney

CONTRACTOR:

_____

_____

By:_____

Name:

Title:

By:_____

Name:

Title:

Address:_____

_____

_____

Two signatures are required if a corporation.

NOTE: CONSULTANT'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 DEVELOPER'S BUSINESS ENTITY.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

STATE OF CALIFORNIA

COUNTY OF XX

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

☐ INDIVIDUAL
☐ CORPORATE OFFICER

_____
TITLE(S)

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

_____

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

_____

_____

DESCRIPTION OF ATTACHED DOCUMENT

_____
TITLE OR TYPE OF DOCUMENT

_____
NUMBER OF PAGES

_____
DATE OF DOCUMENT

_____
SIGNER(S) OTHER THAN NAMED ABOVE

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

STATE OF CALIFORNIA

COUNTY OF XX

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

☐ INDIVIDUAL
☐ CORPORATE OFFICER

_____
TITLE(S)

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

_____

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

_____

_____

DESCRIPTION OF ATTACHED DOCUMENT

_____
TITLE OR TYPE OF DOCUMENT

_____
NUMBER OF PAGES

_____
DATE OF DOCUMENT

_____
SIGNER(S) OTHER THAN NAMED ABOVE

EXHIBIT "A"
SCOPE OF SERVICES

I. Contractor will perform the following Services:

A.

B.

C.

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

A.

B.

C.

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

A.

B.

C.

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

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

A.

B.

C.

EXHIBIT "B"
SPECIAL REQUIREMENTS
(Superseding Contract Boilerplate)

Section 5.1 (a), (d), and (e) are deleted in their entirety

Section 5.1 (b) is revised as follows:

> *"To the extent applicable, 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."*

Section 5.4 is deleted in its entirety.

EXHIBIT "C"
COMPENSATION

I. Contractor shall perform the following tasks:

		RATE	TIME	SUBBUDGET
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 1.10.

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 $_____, as provided in Section 2.1 of this Agreement.

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

EXHIBIT "D"
SCHEDULE OF PERFORMANCE

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

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

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

A.

B.

C.

D.

E.

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

SAMPLE

	Task	Performance Date
1.	Needs Assessment and Timeline (may vary based upon on-site meetings). Includes timeline approval, statistics from current website due, department listing from client.	1-2 weeks from initial timeline meeting
2.	Website Design and Navigation Architecture. Includes main navigation and standards meeting, main navigation and standards worksheet due, pictures due, initial design meeting, initial content meeting, content process meeting, website design comp due to client, initial design feedback meeting, and design approval.	2-3 weeks
3.	Site Development and Module Setup (varies based upon development options). Includes wireframe due.	2-3 weeks
4.	Content Development (varies based upon amount of content). Includes content worksheets due, content starts, content development completed, content finalized and approved.	5-6 weeks
5.	Reviews and testing.	2 weeks
6.	Training.	1 week
7.	Final Review and Test.	1-2 weeks
8.	Marketing.	1 week
9.	Go Live.	1 week
	Total (maximum)	21 weeks (22 weeks)

[Put in Phase numbers and approximate dates.]

City of Bell
Agenda Report

DATE: October 17, 2012

TO: Mayor and Members of the City Council

FROM: Magdalena Prado, Senior Management Analyst

APPROVED BY: Doug Willmore, City Manager

SUBJECT: UPDATE ON THE NEW CITY OF BELL WEBSITE

RECOMMENDATION:
Staff seeks the Council's direction on how to proceed with the proposed City of Bell Website Design Concepts.

1. Receive the results from the New City of Bell Website Design Survey; and
2. Identify a preferred Website Design Concept and authorize staff to implement the design; or
3. Provide recommendations to staff regarding the preferred Website Design Concept and authorize staff to implement the design once Council recommendations have been incorporated.

DISCUSSION AND BACKGROUND:
Enhancing transparency in City functions and services has been an important objective for the City of Bell City Council. As a result, the Council allocated funds in the 2012-2013 Annual Budget to develop a new City of Bell Website that would further the provision of information by allowing the public to access Council agendas, contracts, and other public records online. In addition, the site would be aesthetically pleasing; allow users increased functionality and enable staff to make changes to the website's content without the use of a third party webmaster.

Following the approval of a service agreement with Vision Internet Providers last spring for the development of a new City of Bell Website, an interdepartmental staff team was formed to ensure the new website would reflect the needs of users. Staff worked alongside Vision Internet Providers to build a skeletal framework or "wireframe", and applied three unique and distinct design concepts. The concepts were placed on the current City of Bell City website home page in an online survey format to elicit community opinion and identify the preferred website design.

In addition, the design concepts were displayed at City Hall and each City of Bell park facility along with a survey form to elicit opinion from park patrons without computer access. The surveys were displayed for a two-week period beginning Wednesday, September 28, 2012 through Wednesday, October 10, 2012.

Staff also sought to encourage community participation by sending information about the online survey through the Bell Friends email distribution list. In addition, this information was disseminated to the City's Twitter news feed and followers. Finally, information was displayed on the City's reader boards at the Community Center and Debs Park.

The website survey was taken by 146 participants. 71 individuals participated online while 75 respondents took part in the survey at the City's parks. The following counts were obtained:

Option A	15% (22) individuals
Option B	39% (57) participants
Option C	**46% (67) individuals**

Respondents also articulated their opinions regarding the designs. Those that selected Option A felt it was easy to read, or "easy on the eyes", less busy, and clean. Those that selected Option B indicated the site was friendly and warm. Those that selected Option C noted it was modern and enjoyed the Bell landmarks incorporated into the design. Overall, participants were excited about the new website development.

During the coming weeks, staff will continue to work on the new website development effort. Each department will identify staff to participate in the Content Management System (CMS) training, the City Department pages and Transparency site will be assigned a distinct colorized background to provide distinction, and the RFP for live streaming services will be finalized. The new website is scheduled to go live on January 1, 2013.

FISCAL IMPACT:
Budget funding has been allocated in the 2012-2013 Annual Budget to accommodate the development of a new City of Bell website in the amount of $17,860.

ATTACHMENTS:
A) Proposed design concepts for the new City of Bell website
B) October 3, 2012 Staff Report
C) April 18, 2012 Staff Report

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Option A

BELL CA
Jobs News Calendar e-Notify Contact Us FAQ Translate
Search
GO
Home About Us Residents Business City Hall Going Green Transparency I Want To...
James George Bell House
Quick LINKS
Council Members
City Records
LIVE
LIVE Council Meetings
Community Survey
YARD SALES
PARKING TICKETS
BUS PASSES
PERMITS
PARKS & RECREATION
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New Community Center Shines
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Latest News
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More News »
Upcoming Meetings
March 8, 2011
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More Meetings »
Home | About Us | Residents | City Hall | Going Green | Transparency | I Want To... | Contact Us | Site Map
6300 Pine Avenue, Bell, California 90201 | 323-588-6211
Website Created and Hosted by Vision Internet - The Government Website Experts

Latest News

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Upcoming Meetings

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August 8, 2012

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August 12, 2012

AUG 15 — Lorem ipsum dolor sit amet, consect
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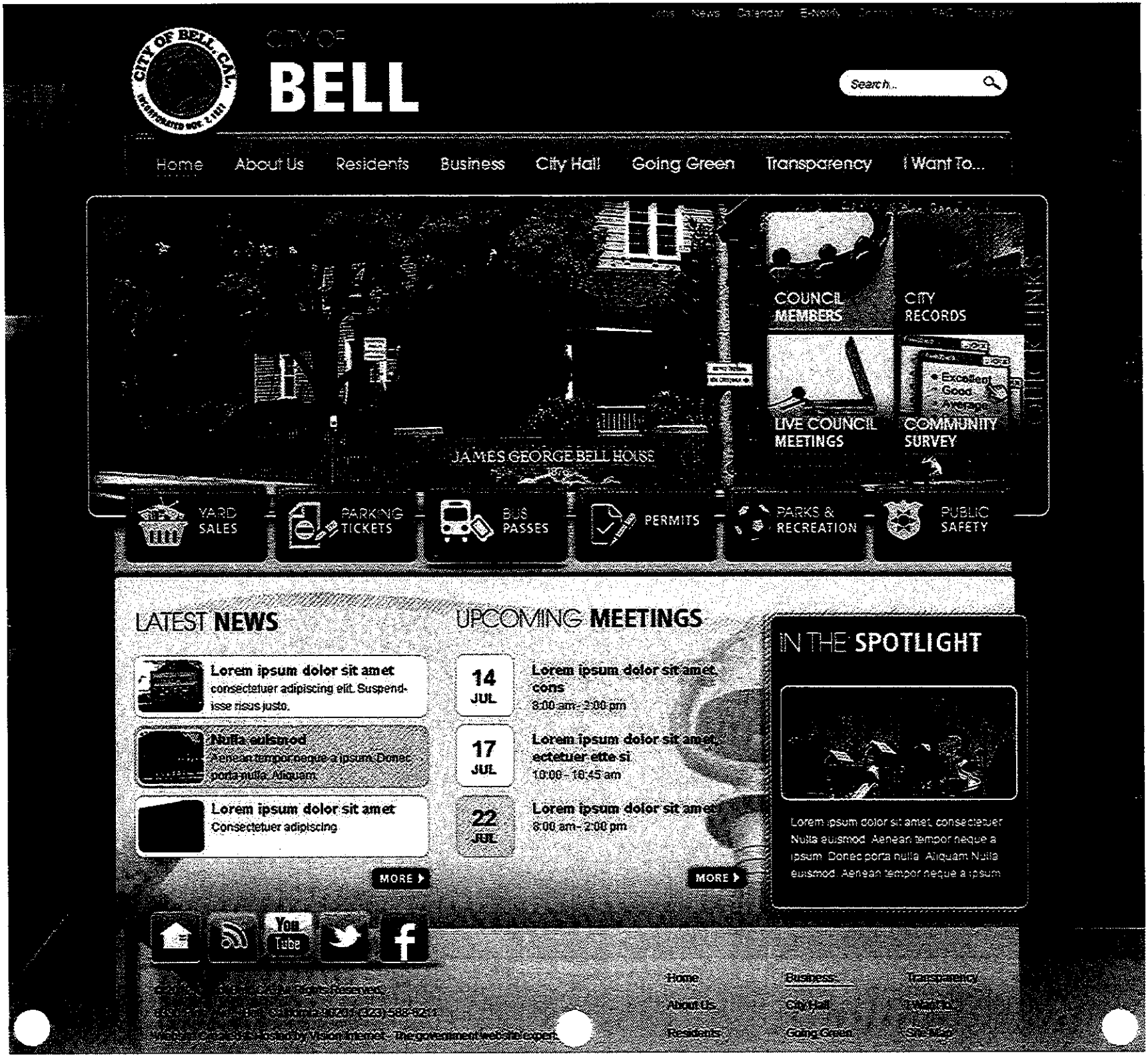
Website Created & Hosted by Vision Internet - The Government Website Experts

OPTION B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CITY OF
BELL
Search...
Home About Us Residents Business City Hall Going Green Transparency I Want To...
COUNCIL MEMBERS
CITY RECORDS
LIVE COUNCIL MEETINGS
COMMUNITY SURVEY
Excellent
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JAMES GEORGE BELL HOUSE
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Home
About Us
Residents
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Going Green
Transparency
I Want To...
Site Map
Website Created & Hosted by Vision Internet - The government website expert.

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OPTION C

City of Bell
Agenda Report

DATE: October 3, 2012

TO: Mayor and Members of the City Council

FROM: Magdalena Prado, Senior Management Analyst

APPROVED BY: Doug Willmore, City Manager

SUBJECT: UPDATE ON THE NEW CITY OF BELL WEBSITE

RECOMMENDATION:

1) Provide the Council an update on the status of the new City of Bell website developments and the Preferred Website Design Concept community online survey featured on the current City of Bell website.

DISCUSSION AND BACKGROUND:

A priority objective for this Administration has been transparency; and the accurate and timely provision of information to the community about their city government, its processes and services. As a result, during the April 18, 2012 City Council Meeting, the Council approved a service agreement with Vision Internet for website design development services at a cost of $17,860, as well as the implementation of a new content management system (CMS). This project will serve to further the Council's goals of increased transparency.

Currently, staff manages both City websites, the Bell City Clerk and the City of Bell, with the assistance of external webmasters. A CMS will enable staff to add new content to the City website, making necessary edits and uploading documents in-house in a timely manner, rather than relying on the aid and schedule of an outside entity. Further, each department will have a designated staff person trained on the CMS to maintain their respective web pages and ensure information is current. Per the service agreement with Vision Internet, the new Bell City website is scheduled to go live no later than January 1, 2013.

Given the nature of this project, the City assembled an interdepartmental team to work cooperatively in the development of the new website. Staff was invited to participate based on their frequent interaction with the public and departmental knowledge. Soon thereafter, the team initiated a series of tasks to be certain the new website would reflect the needs of the end user.

Data Collection

At the early onset, each team member had to assess the types of questions their department fielded most often. This information will be easily found on the new website. Throughout the month of May, each department kept a one-week log of the types of telephone calls received, as well as the nature of public visits.

Additionally, staff reviewed data on both City websites through Google Analytics, a service that generates detailed statistics about a website's use. The information shed light on user trends,

including the type of information most commonly sought on the City of Bell and Bell City Clerk web sites, the number of visits per web page, language preference, as well as other relevant data.

Developed Wireframe Layout
The team held its initial meeting with Vision Internet in June and identified the project's goal – to create an aesthetically pleasing and user-friendly website that would be rich in content yet allow the City to increase its functionality over time as resources became available.

Vision Internet responded with various proposed wireframe layouts, or outlines, for the City's new home page. Modifications requested by staff were delivered at subsequent meetings. Given user trends and the use of mobile applications, the team focused on creating various "touch" pathways to access information. Prominent icons were incorporated on the site's home page for those most frequently requested services. Also, the team identified drop-down options for the main navigation tool bar which included: About Us; Residents; Business; City Hall; Transparency; Going Green; and I want to?

The "Transparency" and "Going Green" options were incorporated to highlight these new and relevant themes. Increasingly, the general public has become interested in city manager salaries, public employee benefits and compensation, as well as information related to municipal charters. Cities across the country have responded by integrating a "Transparency" option on their websites. Transparency pages provide the public greater access to public documents by featuring them on a prominent page within a website. This not only demonstrates a city's commitment to transparency, but it results in increased efficiency by reducing the number of public records request, as well as the staff hours necessary to respond.

The "Going Green" option provides users information about the City's commitment to conserve natural resources through the use of hybrid vehicles and other recycling efforts. Further, the option encourages residents and business owners to participate in green efforts by highlighting local conservation efforts and recycling programs.

Design Concepts and Content Development
During the latter summer months of July and August, the web team iterated with Vision Internet on the website's aesthetic design. The team sought to highlight key community features on the site including the City's rich history, its' City parks, as well as its convenient proximity to major transportation corridors and industry. While Vision Internet developed various design concepts, the initial designs did not accurately reflect the team's approach for a new City of Bell website. This extended the design time frame. After additional iterations, three final web design concepts were identified (Attachments A, B and C).

Simultaneous to this design process, each team representative was tasked with writing new content for their department web pages which would best reflect their department's function and scope of service. This was an important effort given that the current City websites provide the public little information. Staff also identified reports and materials to be linked to department pages.

Virtual City Hall
The City seeks to create a virtual City Hall, conveniently available to the public to review agendas, documents, and obtain civic information at their convenience. The new City of Bell site will begin to address this objective. Users will be able to pay parking tickets online, as well as conduct searches for archived public documents. Both live and recorded Council meetings

will be available for viewing. Over time, the City seeks to further the site's online services; however, careful consideration will be taken to ensure that resources are able to meet the increased demands of online users.

NEXT STEPS

During the coming weeks, the team will continue to work with Vision Internet to complete the new website. The Content Migration Site Map will be finalized and submitted. This spreadsheet will demonstrate the website's hierarchy, and identify the 100 new web pages to be constructed, as well as any necessary links and photos. Additional pages may be created in-house once team members have obtained CMS training.

Staff will assist Vision Internet in developing a new Agenda Management function within the CMS. This will be a new feature for Vision Internet which will assist the City Clerk in the development of the agenda packet. Staff reports will be written, tracked and approved online, as well as assembled and prepared to print. This process is currently done manually and quite labor intensive.

The team will also continue to work with Vision Internet to create distinct colorized backgrounds for each department's web pages, as well as the Transparency pages. This will easily distinguish departmental information to the end user, yet maintain a consistent structure throughout the site.

Finally, City will complete the RFP process for Video Recording, Production, and Web Stream services and award a new contract prior to the new website launch.

The team is confident the work being conducted will lead to a new and robust website which will go live, as scheduled, on January 1, 2013.

PREFERRED WEBSITE DESIGN CONCEPT ONLINE SURVEY

As previously noted, the website team has identified three new City of Bell website design concepts for the Council's review and consideration. In an effort to obtain the public's preference, staff has also developed a community online survey which can be found on the current City of Bell website. The public is encouraged to participate. The survey will be online for a two-week period. Further, the proposed website designs will be posted at each park facility along with comment cards for the community to submit.

The online survey results will be presented to Council at the next scheduled City Council meeting on Wednesday, October 17, 2012, for the Council's review and final consideration.

ATTACHMENTS:

A) Proposed design concepts for new City of Bell website
B) April 18, 2012 Staff Report
C) Contract Service Agreement with Vision Internet Providers

City of Bell
Agenda Report

DATE: April 18, 2012

TO: Mayor and Members of the City Council

FROM: Magdalena Prado, Senior Management Analyst

APPROVED BY: Arne Croce, Interim Chief Administrative Officer

SUBJECT: NEW CITY OF BELL WEBSITE

RECOMMENDATION:
Approve a contract service agreement for website design development services with Vision Internet Providers, Inc. of $17,860 which would reflect the cost for website design development.

DISCUSSION AND BACKGROUND
One of the priority objectives established by the Council in September of 2011 was to improve communication with the public and transparency of City operations. A specific measure identified at the time was to develop a new, integrated website to support the provision of information to the public about the City's municipal services and increase efficiencies over time.

The City currently maintains two websites: the official city website, www.cityofbell.org, and the Bell City Clerk site, www.bellcityclerk.org. The maintenance of two separate and distinct websites is often confusing to those seeking information about the City. Further, both sites have limited information and functionality.

The official City website provides the public general information about the City, with scarce information about City departments and their functions. Information posted on the site includes community meetings announcements, presentation documents and Council meeting summaries. The website also contains recreational program schedules and services. Much of the current content on the site is outdated. Also, the site is mirrored in Spanish, so updates must be done to both English and Spanish content.

The City site functions via HTML programming language, and requires the use of an outside vendor to maintain the site at a rate of $85 per hour. Modifying the existing site's format to meet the City's current needs would be costly. During the 2010-2011 fiscal year, the City paid $892 in website maintenance fees for the website. This fiscal year, the City has spent $535 on website maintenance for content uploads.

The City's secondary website is that of the Bell City Clerk which provides information related to the clerk's functions including Council meetings, agendas, and minutes. While it is linked to the official city website, its location outside of the official city website address is misleading. The cost to develop the website in the fall of 2010 was approximately $15,650. Since then, the City has paid a $300 monthly maintenance fee. This fiscal year, the City is expected to pay $3,600 in maintenance service fees. A review of visits to the city's websites found that in March of 2012, the sites received over 5,200 unique visits.

New Website Development

Last fall, staff researched the development of a new city website by reaching out to nearby cities that had recently launched websites including Rancho Cucamonga and Commerce to gather insight into their process. City department heads and council members were also consulted to learn about their goals and ideas for a new website launch. Five firms with experience in municipal website development were asked to submit proposals to the City:

- Civica
- Civic Plus
- Ewing Beland
- Synfodium
- Vision Internet

The manner in which each vendor presented information, including terms and services, was difficult to compare. As a result, staff opted to draft a City of Bell New Website Description which articulated the City of Bell's revised website goals, and asked the vendors to respond to questions in a matrix format to conduct a comparative analysis.

The New Website Description document (Attachment B) was prepared to get clarification from the five responding developers. It required that each vendor present its proposal in a specific format and complete a matrix outlining its services. Responses to the New Website Description document were received from Civic Plus, Ewing-Beland, and Vision Internet. Interviews were conducted with these three firms by a group that included City staff, the IT manager from the City of Commerce, Mayor Saleh and then Vice-Mayor Harber.

Vision Internet had submitted a bid of approximately $36,235 for website design. The bid from Civic Plus was $34,258 and Ewing Beland's was $17,000. Civic Plus and Vision Internet submitted comparable proposals for the scope of website design and content management systems. Ewing Beland's proposal was less comprehensive and used a public (open source) content management system. Following a review of the submittals and interviews, the interview group concluded that Civic Plus provided the most competitive offer given their service fee. Civic Plus was contacted to discuss website design opportunities and reduced their initial cost proposal to $22,374. Soon after, Vision Internet presented a further reduction to their design fee, and increased their array of services to the City.

In light of the Vision Internet offer, staff asked both Civic Plus and Vision Internet to resubmit their best and final offer. Vision Internet submitted a competitive offer at a cost lower than that of Civic Plus. In light of the quality website designs and content management system, as well as the reduced service fee and array of services, staff opted to recommend Vision Internet as the web site development firm to craft the new City website. Vision Internet has significant experience in the area of municipal website design and has built websites for a number of cities across the State including Burbank, West Hollywood, Santa Cruz, San Francisco, and Palm Springs.

The final proposals of both Vision Internet and Civic Plus are attached. They are summarized below.

Vision Internet Proposal

The Vision Internet offer included two options: Option A -- Compensation for Services; and Option B – A No Cost Option, which asked that following a successful website launch, the City endorse the Vision Internet product. The following is a brief overview of both offers:

Option A -- Compensation for Services
The Vision Internet combined offer of $17,860 for website design development including:

- Intranet
- 100 pages of content migration
- Website hosting and maintenance in year one
- *Onsite consulting and training with Vision Internet Personnel*
- *$5,582 for hosting and maintenance for years two and three combined*
- *Graphic redesign in year three*
- *Video streaming of up to 4 meetings per month*

Option B – No Cost Option
In exchange for the services detailed in Option A, Option B would ask that the City of Bell pay for annual maintenance and hosting in years two and three, and participate in the following:

- A joint press conference to unveil the new site
- Jointly present a case study at conferences of mutual agreement
- Maintain a page on the website describing the City of Bell's open government initiatives that would credit Vision Internet for the collaborative effort
- Make a reasonable effort to participate in promoting the Website Development Project and Vision Internet
- Maintaining the City of Bell website for a three-year period.

Civic Plus Proposal
Civic Plus submitted their best and final offer of $22,374 for the website design development including:

- Intranet
- 100 pages of content migration
- Website hosting and maintenance in year one
- Online staff training
- $7,588 for annual maintenance and hosting in year two and three combined.

NEXT STEPS
Upon approval by the City Council, staff will collaborate with Vision Internet to develop a detailed work program and establish a timeframe for mutual deliverables. The launch of a new City of Bell website is set for no later than December 31, 2012.

The initial website "build" process will also require the formation of an interdepartmental staff team to identify each division's priority services and content to be posted online. Time will also be allowed to craft new content and further the Council's goal of increased transparency. In light of current staffing capacities, website functionality and new modules will be incorporated into the website over time to ensure staff is able to efficiently address any increased demands as a result of the new website launch.

The development process will consist of six stages. Staff will provide the Council an update report at the close of each stage to reflect progress and milestones achieved. The following is a brief review of each stage including milestones.

IMPLEMENTATION STEP	ESTIMATED DURATION
STAGE ONE 1) Prepare and review a survey document which will focus on goals and objectives. 2) Lead an onsite brainstorming and planning session to discuss current website, survey results, user needs, and possible approaches for the future. 3) Study examples of other preferred websites. 4) Review project goals and timeline. 5) Collect content and materials for the new website. DELIVERABLE: SURVEY MATERIALS	2-5 Weeks
STAGE TWO 1) Create information architecture which supports easy access to information. 2) Define the navigation strategy. 3) Review and recommend interactive components and features to ensure streamlined navigation through special types of content. 4) Create a conceptual sitemap and categorization of pages. 5) Create a homepage wireframe layout that shows the placement of key information and dynamic content. DELIVERABLE: APPROVED HOMEPAGE WIREFRAME LAYOUT	2-6 Weeks
STAGE THREE 1) Develop a graphic design that incorporates graphics, photos, fonts, colors, and other design elements that fit together to create harmonious design. 2) Create a minimum of two preliminary design concepts for the city's review. DELIVERABLE: FINALIZED HOMEPAGE DESIGN	3-6 Weeks

STAGE FOUR 1) Implement Vision Content Management System and integrate interactive components and features including the content migration of up to 100 pages into the new website. DELIVERABLE: ACCESS TO THE WEBSITE ON THE CONTRACTOR'S DEVELOPMENT SERVER	7-12 Weeks
STAGE FIVE 1) Perform extensive functional testing. 2) Review content. 3) Create a custom online training manual. 4) Provide administrator and content editor training for 10 employees including a one-day onsite training consisting of two sessions; one for staff representatives on content editor training and the other session for advanced administrator functions including system configuration, system maintenance, reporting, and strategies for future expansion. DELIVERABLE: CUSTOM ONLINE TRAINING GUIDE	4--5 Weeks
STAGE SIX 1) Move the site to the production server including the installation of necessary software, making configuration changes, and transferring code and content. 2) A the final quality assurance process to ensure the site transferred correctly plus a final check for broken links, Section 508 compliance, and others. The site will be available to the public upon City approval. DELIVERABLE: FINALIZED WEBSITE	2 Weeks
Total estimated time to launch	**20-36 Weeks**

ATTACHMENTS

A. Professional Services Agreement Contract
B. City of Bell New City Website Description
C. Vision Internet Proposal
D. Civic Plus Proposal
E. Ewing-Beland Proposal

City of Bell
Agenda Report

DATE: October 17, 2012

TO: Mayor and Members of the City Council

FROM: Anthony Miranda, Chief of Police

APPROVED BY: Doug Willmore, City Manager

SUBJECT: Jail Improvement Update

Recommendation:

The jail padding project is a component of the police department's capital improvement. This item is provided as an update for City Council and staff on the progress of jail padding installation.

Background:

The City of Bell owns and operates a full service Type 1 jail facility. Our jail has the capacity to house 23 inmates and has a detoxification room for inebriated and high risk arrestees. The detoxification room currently has concrete floors and walls. We have begun the process to pad this room to reduce liability while providing a safe environment for inmates to sober up. Construction and installation of a padded system should be completed by mid November.

Discussion:

The installation of Gold Medal Safety Padding by Cornerstone Institutional LLC will reduce our exposure to liability and provide a safe detoxification cell. Modern jails are equipped with these padded systems and we are currently upgrading our jail facility with other modern equipment as part of the overall city capital improvement project.

Gold Medal Safety Padding is a multilayered padding system that has no seams. Marathon Engineering Corporation manufactures the product and Cornerstone Institutional provides the installation. Cornerstone Institutional is a sole-source provider of Gold Medal Safety Padding.

This project will cost $24, 288. Sufficient funds are available in the COPS grant account to cover the cost of this upgrade. This purchase is eligible under COPS spending guidelines and will not affect any general fund monies.

I have attached a Bid Summary list of the vendors contacted and their respective quotes for reference.

Informal Bid Summary List

Bidders Name: Padded Surfaces by B&E
Address: 2339 Distributers Drive, Indianapolis, IN 46241 Phone: (317)243-2233
Total bid amount: $25,300

Bidders Name: Cornerstone Institutional LLC
Address: 25270 Will McComb Drive, Tanner, AL 35671 Phone: (256) 560-4211
Total bid amount: $24,288

City of Bell
Agenda Report

DATE: October 17, 2012

TO: Mayor and Members of the City Council

FROM: Josh Betta, Finance Director

APPROVED BY: Doug Willmore, City Manager

SUBJECT: The Utility User Tax – An Introduction

RECOMMENDATION:

Receive and file.

POLICY BACKGROUND:

At its regularly scheduled meeting on October 3, 2012, the City Council acted to establish a Utility Users Ad Hoc Committee. The Committee will be tasked with evaluating the appropriate level of taxation in the City of Bell.

UUT BACKGROUND:

The utility user tax (UUT) may be imposed by a city or county on the consumption of utility services, including electricity, gas, water, sewer, telephone (including mobile phones and long distance), sanitation and cable television.

Of the approximate 480 California cities, 146 cities assess a UUT. In addition, 4 California counties levy a UUT.

Many city UUT levies have resulted from cuts to city revenues by the State of California. In 1992, facing large deficits in the state budget, the State Legislature and the Governor began the annual transfer of billions of dollars in property tax revenue from local governments to K-14 schools, allowing the state to reduce is general fund spending on education. These property tax shifts, using a mechanism called the "Educational Revenue Augmentation Fund" (ERAF), continue today.

On a statewide average, city property tax revenue was reduced by at least 9% and 24% on average. Within a few years of beginning the ERAF property tax shifts, more the 50 California cities increased an existing or levied a new UUT.

DISCUSSION:

The City of Bell's UUT was established on July 20, 1992 and is levied at a rate of 10%. The tax is applied to the consumption of telephone, water, electric and gas.

Bell's UUT collections, estimated to be $3.3 million in FY 2013, result in the UUT being the second largest revenue producer for the General Fund. The largest category of collections is

the property tax at $3.6 million. The third largest category of collections, the sales tax, generates $1.9 million annually. The UUT, property tax, and sales tax are represented in proportion to total General Fund revenue in the pie graph provided as Attachment 1 to this report.

The City's General Fund is projected to collect $12.7 million in the current year, FY 2013, This means that the UUT is estimated to make up 26% of the General Fund revenue base.

Given a 10% levy rate and an estimated $3.3 million in collections, each 1% of the UUT levy equates with approximately $330,000 in revenue.

PLEDGE UNDER TRUST AGREEMENT:

When the City engaged certificates of participation (COP) bond financing in 1998, it did so by pledging the City's UUT collected in each fiscal year for debt service payments. The debt service on the COPs extends to 2024.

The scheduled debt service payment for FY 2013 is $209,758, inclusive of principal and interest. This amount is less than the 1% value, $330,000, of the current 10% levy.

The Official Statement pertaining to the 1998 COPs suggests that adjustment to the City's UUT may not be allowable.

The Official Statement declares the following:

"The City covenants that it will collect all Pledged Revenues in the manner, at the rates and from those tax-paying entities as required pursuant to Article IV, Chapter 7 of the Bell Municipal Code (the "Code Section") and will not make any revisions or modifications to the Code Section that would result in the elimination or reduction of or any exemption from any Utility Users' Tax (as defined in the Code Section).

It is therefore recommended that an Ad Hoc UUT Committee be provided with legal opinion on the legal ramifications implicit to adjustment of the City's UUT levy

CONCLUSION:

There is widespread agreement that Bell's 10% UUT levy is too high. At the same time, as the City rebuilds itself in the aftermath of the scandal and the recession, rebuilding its reputation and commercial tax base, sustaining basic services at adequate levels offers great challenge.

And because a reduction in UUT revenue can be reasonably expected to result in a reduction in service, it should be expected that an Ad Hoc UUT Committee will find challenge in establishing consensus and policy recommendations. This said, the Committee process is still a worthwhile policy initiative.

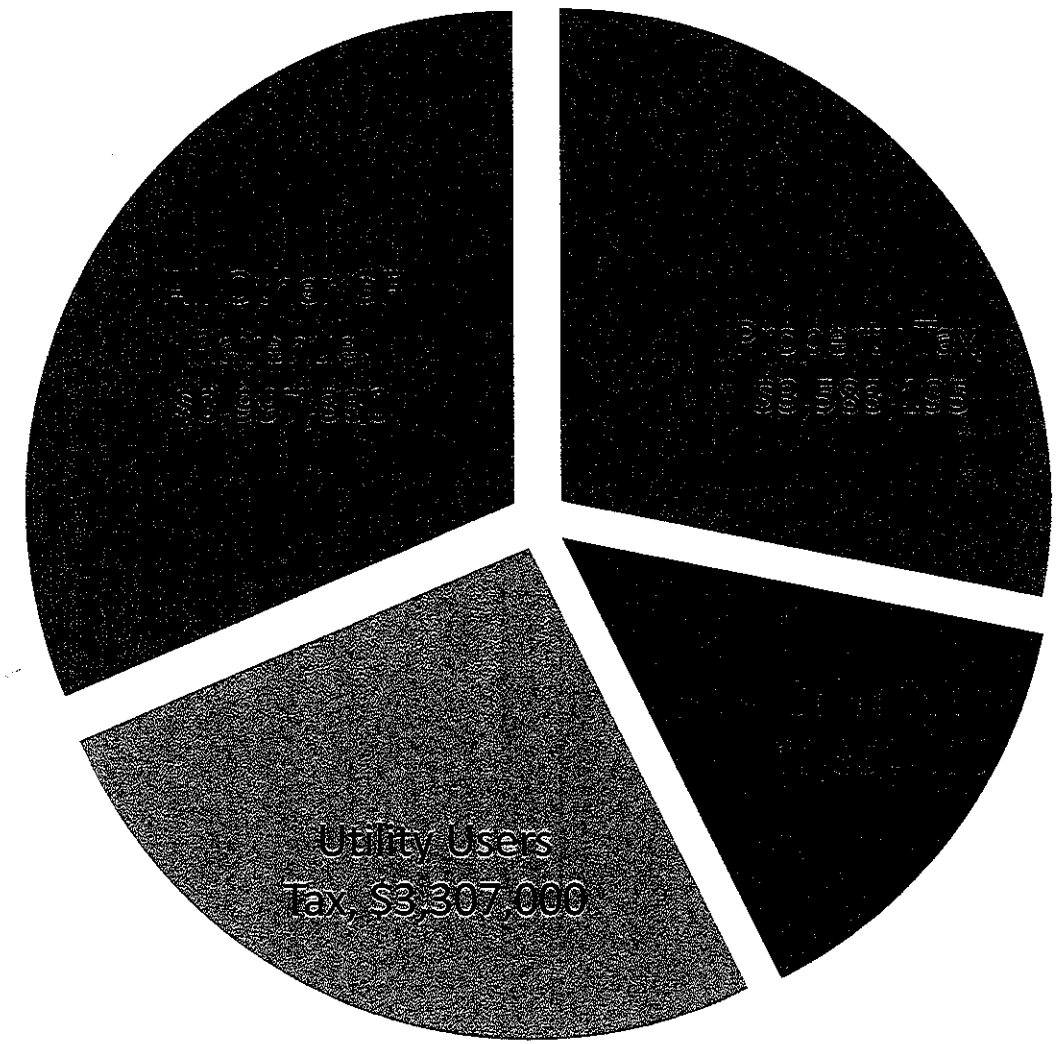
In formulating its recommendations, the Committee will most certainly develop an in-depth understanding of how the General Fund supports City services. The attached pie chart (Attachment 2) offers overview of General Fund disbursements on a departmental and functional basis.

ATTACHMENTS

Attachment 1: General Fund Revenue Pie
Attachment 2: General Fund Expenditure Pie
Attachment 3: 1998 Certificates of Participation Pledge Under Trust Agreement

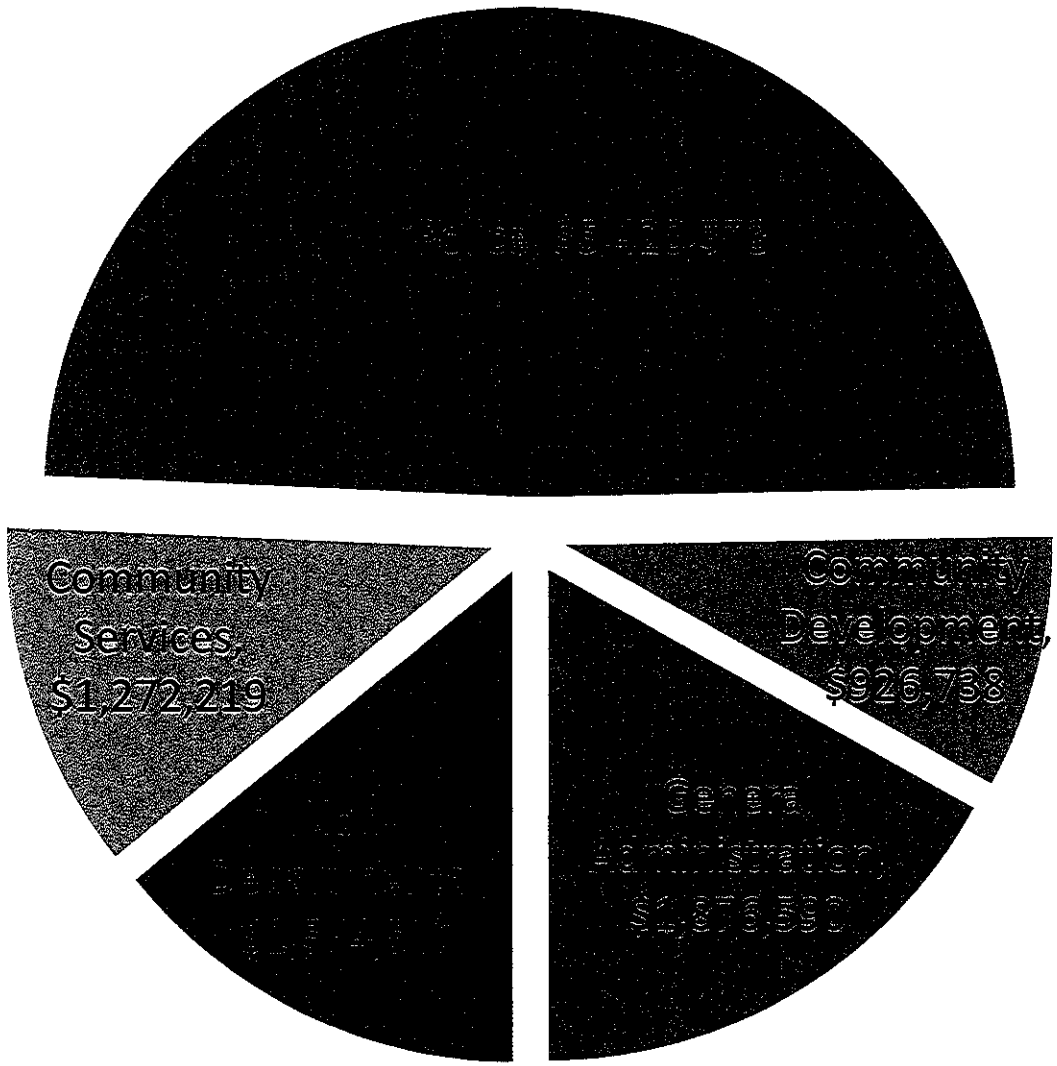
ATTACHMENT 1: General Fund Revenue Pie

General Fund Revenue



ATTACHMENT 2: General Fund Expenditure Pie

General Fund Expenditures



Attachment 3: 1998 COPs Pledge Under Trust Agreement

NEW ISSUE — BOOK-ENTRY-ONLY
BANK-QUALIFIED

RATINGS:
Standard & Poor's: "AAA"
Moody's Investors Service: "Aaa"
(MBIA Insured — see "RATINGS" herein)

In the opinion of Musick, Peeler & Garrett LLP, Special Counsel to the City, under existing statutes, regulations, rulings and judicial decisions, and assuming the accuracy of certain representations and compliance with certain covenants and requirements described herein, the interest component of the Lease Payments made by the City under the Lease Agreement and received by the Owners of the Certificates is excluded from gross income for federal income tax purposes and is exempt from State of California personal income taxes. In the further opinion of Special Counsel, the interest component of the Lease Payments is not a specific preference item for purposes of the federal individual or corporate alternative minimum taxes, although such interest is included in adjusted net book income and current adjusted earnings in calculating corporate alternative minimum taxable income. Special Counsel expresses no opinion regarding any other tax consequences caused by the ownership or disposition of the Certificates or the accrual or receipt of the interest component of the Lease Payments. See "TAX MATTERS" herein.

$3,020,000
1998 CERTIFICATES OF PARTICIPATION
(Public Improvement Projects)
Evidencing the Direct, Undivided Fractional Interests of the Owners Thereof in Lease Payments To Be Paid by the CITY OF BELL, CALIFORNIA as Rental for Certain Property Pursuant to a Lease Agreement with the Bell Public Financing Authority

Dated: February 1, 1998 **Due: September 1, as shown below**

The Certificates are being executed and delivered to (i) provide funds for the acquisition, construction, installation and rehabilitation of certain public improvements (the "Facilities") for the City of Bell, California (the "City"), including streets, park improvements and structures, (ii) fund a reserve fund, (iii) fund capitalized interest and (iv) pay certain costs of executing and delivering the Certificates. The Certificates represent the direct, undivided fractional interests of the Owners in lease payments (the "Lease Payments") the City shall make as rental for the Facilities pursuant to a Lease Agreement dated as of February 1, 1998 (the "Lease Agreement"), by and between the City and the Bell Public Financing Authority (the "Authority"). Lease Payments shall be made from Pledged Revenues which constitute the utility users' taxes of the City (the "Utility Users' Taxes").

Payment of principal and interest with respect to the Certificates will be insured by a municipal bond insurance policy to be issued by MBIA Insurance Corporation (the "Bond Insurer") simultaneously with the Certificates. See **"THE MBIA INSURANCE CORPORATION INSURANCE POLICY"** herein.

MBIA

The Certificates are being delivered in fully registered book-entry form, registered in the name of Cede & Co., as nominee of The Depository Trust Company, New York, New York ("DTC"). Interest with respect to the Certificates is payable semiannually on each March 1 and September 1, commencing September 1, 1998. Purchasers will not receive certificates representing their interest in the Certificates. Individual purchases will be in principal amounts of $5,000 or in any integral multiple thereof. Payments of principal and interest will be made by First Trust of California, National Association, as trustee, registrar and paying agent (the "Trustee"), to DTC for subsequent disbursement to DTC Participants who will remit such payments to the beneficial owners of the Certificates. See **"Book-Entry-Only System"** herein.

The Certificates are subject to optional and mandatory prepayment prior to maturity as described herein. See "THE CERTIFICATES — Prepayment" herein.

The City's obligation to pay the Lease Payments is a special obligation, limited to payment from Pledged Revenues and other sources specifically identified herein for payment of Lease Payments. Neither the Certificates nor the City's obligation to make Lease Payments constitutes a debt of the State of California (the "State") or any political subdivision thereof, within the meaning of any constitutional or statutory debt limitation or restriction, or a pledge of the faith and credit of the State or any such political subdivision. The execution and delivery of the Certificates shall not directly or indirectly or contingently obligate the State or any political subdivision thereof, other than the City, to levy or to pledge any form of taxation whatever therefor or to make any appropriation for their payment. The Authority has no taxing power. See **"Security for the Certificates".**

PAYMENT SCHEDULE

Certificate Payment Date (September 1)	Principal Amount	Interest Rate	Price/ Yield	Certificate Payment Date (September 1)	Principal Amount	Interest Rate	Price/ Yield
1999	$ 70,000	4.000%	3.750%	2007	$ 95,000	4.250%	4.350%
2000	70,000	4.000	3.850	2008	100,000	4.400	4.400
2001	75,000	4.000	3.950	2009	105,000	4.500	4.500
2002	75,000	4.000	4.050	2010	110,000	4.600	4.600
2003	80,000	4.100	4.100	2011	115,000	4.600	4.700
2004	85,000	4.100	4.150	2012	120,000	4.700	4.800
2005	85,000	4.250	4.250	2013	125,000	4.750	4.850
2006	90,000	4.250	4.300				

$1,620,000 Term Certificates Due September 1, 2023 @ 5.000% Priced to Yield 5.150%
(Plus Accrued Interest)

This cover page contains certain information for general reference only. It is not a summary of the terms and conditions under which the Certificates are executed and delivered. Investors must read the entire official statement to obtain information essential to the making of an informed investment decision.

The Certificates are offered when, as and if executed and delivered, subject to the approval of their legality by Musick, Peeler & Garrett LLP, Los Angeles, California, Special Counsel, and certain other conditions. Certain legal matters will be passed upon for the City and the Authority by its counsel, Oliver, Vose, Sandifer, Murphy & Lee, Los Angeles, California. It is anticipated that the Certificates in book-entry form will be available for delivery to DTC in New York, New York, on or about February 25, 1998.

Stone & Youngberg LLC

Dated: February 11, 1998

Pledge under the Trust Agreement

The Certificates represent direct, undivided fractional interests in the principal and interest components of the Lease Payments to be paid by the City to the Authority pursuant to the Lease Agreement. The Certificates are limited obligations of the Authority payable solely from the Lease Payments required to be made under the Lease Agreement by the City to the Trustee from funds due pursuant to the Lease Agreement and from other funds held under the Trust Agreement.

Under the Trust Agreement, the Authority has assigned to the Trustee as security for the payment of the Certificates (a) the right, title and interest of the Authority in the Lease Payments under the Lease Agreement (except for any special program covenant and the right to receive any administrative fees, expenses or indemnities to the extent payable to the Authority), and (b) all of the Revenues and other amounts (including proceeds of the sale of the Certificates) held in any fund or account established pursuant to the Trust Agreement (with the exception of funds required for rebate of excess investment earnings to the federal government), which pledge constitutes a lien on and a security interest in such assets. The Trustee will invest moneys it holds in funds and accounts established and maintained pursuant to the Trust Agreement in Permitted Investments as directed by the City.

The City will covenant in the Lease Agreement that it will not create, assume or suffer to exist any mortgage, deed of trust, pledge, security interest, lien or charge of any kind upon the Facilities whether owned, leased or hereafter acquired, except as permitted by the Trust Agreement or the Lease Agreement.

Principal, premium, if any, and interest with respect to the Certificates will be made from Lease Payments payable by the City for the use and possession of the Facilities, rental interruption insurance proceeds, if any, Net Proceeds of insurance, if any, or eminent domain proceedings pertaining to the Facilities to the extent such proceeds are not used for repair or replacement, interest or other income derived from the investment of the funds and accounts held by the Trustee for the City pursuant to the Trust Agreement or in certain instances from the Reserve Fund established under the Trust Agreement.

The City has covenanted under the Lease Agreement to make Lease Payments from Pledged Revenues for the ability to use and possess the Facilities which amounts are designed to be sufficient in both time and amount to pay, when due, the principal and interest represented by the Certificates. Under the Lease Agreement, the City covenants to take such action as may be necessary, to include the amount of Pledged Revenues sufficient to pay Lease Payments in its budgets and to make the necessary annual appropriations from such Pledged Revenues for all such Lease Payments. Under California law, even though the Lease Agreement becomes effective as of the date of the Certificates, the obligation of the City to make Lease Payments (other than to the extent that funds to make Lease Payments are available from funds in the Lease Payment Fund, the Insurance and Condemnation Fund or the Reserve Fund) may be abated in whole or in part if the City does not have the substantial ability to use and possess the Facilities.

The City will deposit all of the Pledged Revenues received in any Rental Period in the Pledged Revenue Fund promptly upon receipt thereof, and (except as may be otherwise provided in any document relating to any Parity Debt) any Pledged Revenues received during any such Rental Period in excess of (a) Lease Payments, (b) payments due under Parity Debt documents, (c) Additional Payments or (d) payments to replenish the Reserve Fund, due in such Rental Period, are released from the pledge, lien and security interest of the Lease Agreement and may be used for any lawful purposes of the City permitted therefor under the Ordinance (as hereinafter defined). The City covenants that it will collect all Pledged Revenues in the manner, at the rates and from those tax-paying entities as required pursuant to Article IV, Chapter 7 of the Bell Municipal Code (the "Code Section") and will not make any revisions or modifications to the Code Section that would result in the elimination or reduction of or any exemption from any Utility Users' Tax (as defined in the Code Section).

City of Bell
Agenda Report

DATE: October 17, 2012

TO: Mayor and Members of the City Council

FROM: Councilmember Ana Maria Quintana

SUBJECT: Discussion regarding the Creation of a Citizens' Committee to provide the City Council with a recommendation as to whether it is in the best interests of the City of Bell to continue governance under its current City Charter, or to amend or repeal.

RECOMMENDATION:

That the Council direct the City Manager to form a Citizen's Committee and seek the assistance of experts to guide the selected committee members in determining whether it is in the best interest of the City to continue governance with the Charter in its present form, offer recommendations to amend, or repeal in it entirety, meaning that the City of Bell would become a General Law City.

In light of the research gathered, if this Citizens' Committee recommends to either amend or repeal the City Charter, they would also have the added task of recommending to amend or repeal the City Charter by the creation of a Citizens Commission or by vote of the City Council.

In light of the controversy that surrounded the interpretation of the City Charter that resulted in a questionably fraudulent recall election, subsequent City Attorney appointment and evident and inherent conflict of interest from the City Councilmembers, it is recommended that this committee not include the participation or guidance of any.

DISCUSSION OR BACKGROUND:

The steps for amending or repealing a portion of the City Charter remain largely the same as they are for drafting and adopting a charter in the first instance. There are, however, two notable exceptions.

First, the petition calling for the repeal or amendment needs only 10% of the electorate's signatures, instead of the previous 15% for approval. See Cal. Elec. Code §§ 9215 and 9255. The other notable difference emanates from the charter itself. A city charter can establish rules for the municipal elections process than those laid out by the state legislature in the Elections Code. If this is the case, the city's charter will govern the elections process used to appeal or amend the city's charter, instead of the general laws laid out in the Elections Code.

In the instance of the City of Bell, Section 1403 of the City Charter sets forth that "except as otherwise provided in this Charter, any amendment of this Charter shall be made pursuant to and in accordance with the applicable provisions of the State Constitution." Thus, the provisions in the State Elections Code as discussed in this memorandum would govern the process to amend or repeal Bell's city charter.

Under California law, there are two ways to draft and adopt a city charter. The first is to elect a charter commission. The commission then has the responsibility of debating over the provisions and the drafting of the charter. The other alternative allows the City Council, on its own motion, to draft the charter. In either case, the charter is not effective until it is ratified by a majority vote of the city's voters who vote in the election.

ADOPTION/AMENDMENT OF A CHARTER BY CHARTER COMMISSION

When using the charter commission approach, the first step is to elect the commission. The vote to elect a charter commission is called for by either a majority vote of the city council or by a petition signed by not less that fifteen percent (15%) of the registered voters within the city. If the formation of a charter commission is requested by a petition, the authority in charge of the city's registration records must verify the signatures on the petition. The expense of this verification must be authorized by the city's governing board. If the petition is verified, the city's governing board must call for an election in accordance with sections 1000 and 10403 of the California Elections Code. See Cal. Gov't Code § 34452.

Once it has been decided that a charter commission election will take place, candidates for commissioners must be nominated. Candidates for the office of charter commissioner are nominated either in the same manner as officers of the city or by petition. A candidate for the charter commissioner must be a registered voter of the city. After the election of commissioners, any vacancy on the commissioner will be filled by a mayoral appointment. See Cal. Gov't Code § 34452.

At an election for charter commission members, the voters will vote first on the following question: "Shall a charter commission be elected to propose a new charter?" For a charter amendment, question would be "Shall a charter commission be elected to propose changes to the charter?" After voting on this question, the voters will then vote for the charter commission candidates. If a majority of the voters vote for the formation of a charter commission, then the top fifteen candidates for the office of charter commissioner will be organized as the city's charter commission. No commission will be formed if a majority of voters vote against the election of a charter commission. See Cal. Gov't Code § 34453.

Once formed, the charter commission will have the responsibility of developing the city's charter or amendments thereto. After a simple majority of commissioners have decided that the proposed charter or amendments are appropriate, they file the charter with the city's clerk in preparation for a vote by the city's electorate. See Cal. Gov't Code § 34455. However, instead of sending the whole charter at once, periodically the commission may send portions of the charter to the city's electorate for a vote. See Cal. Gov't Code § 34462.

After the charter or amendments (or portions of them) have been filed, they must be copied in type greater than 10 point and either mailed to all the voters of the city or made available to those citizens who wish to review them before the election. The city may show the difference between existing provisions of law and the new charter through the use of distinguished type styles, but this is not required. See Cal. Gov't Code § 34456.

After the charter has been filed with city clerk, the city council must decide whether to call a special election or to wait until the next established municipal election to submit the charter to the voters. If the council determines that a special election should be held, then they must call for that special election within 14 days of the charter being filed. The special election must be set at least 95 days after the date from which the special election was called. See Cal. Gov't Code § 34457. In any case, the charter commission must send the charter to the voters within

two years of the vote that formed the commission. Upon the expiration of the two-year time period, the commission is abolished. See Cal. Gov't Code § 34462.

ADOPTION/ AMENDMENT OF THE CHARTER BY THE COUNCIL

The alternative to electing a charter commission is to have the city's governing board develop and draft the charter. An election to decide on the adoption of a charter may be called by initiative or the city council. See Cal. Const. art. XI, § 3. On its own motion, the city council may propose a charter and submit it to the voters for adoption. See Cal. Gov't Code § 34458. With this option, the council can call a special election or allow the charter to be voted on at any established election date, as long as that election date is at least 88 days after the proposed charter was filed with the city clerk. See Cal. Gov't Code § 34458. As a practical matter, an election may have to be called sooner than 88 days before the election in order to meet certain notice and ballot printing deadlines. As a suggestion, Council also may appoint a citizens committee to assist the Council in formulating the various amendments to the Charter it wishes to propose but is not required to.

VOTER APPROVAL AND OTHER REQUIREMENTS

In either case, the majority of voters must vote in favor of the proposed amended charter for it to be ratified. The charter will not go into effect until it has been filed and accepted by the Secretary of State. See Cal. Gov't Code § 34459. After a charter is approved by a majority vote of the voters who vote in the election, the mayor and city clerk shall certify that the charter was submitted to the voters of the city and that it was approved by a majority vote. See Cal. Gov't Code § 34460. One copy of the approved charter shall be filed with the County Recorder's office and one shall be kept in the City's archive. See Cal. Gov't Code § 34460. A third copy of the charter must be submitted to the Secretary of State with (1)copies of all publications and notices in connection with calling of the election; (2) certified copies of any arguments for or against the charter proposal which were mailed to the voters; (3) a certified abstract of the vote at the election on the charter. See Cal. Gov't Code § 34460.

ATTACHMENTS

Bell City Charter

CERTIFICATE AND AUTHENTICATION OF PROCEEDINGS TAKEN BY THE CITY OF BELL IN FRAMING AND ADOPTING A CHARTER FOR ITS OWN GOVERNMENT.

We, the undersigned George Mirabal, Mayor of the City of Bell, County of Los Angeles, State of California, and Rebecca Valdez, the City Clerk of said City, do hereby certify and declare as follows:

That the undersigned, Rebecca Valdez, was at all times herein mentioned, the Clerk of the legislative body of the City, the City Council, and the City Clerk of said City.

That heretofore, the City Council of the City of Bell, of its own motion, did cause to be framed a proposed Charter for its own government, and on August 15, 2005, at a regular meeting of said City council of said City, by Resolution No. 2005-40, directed the City Clerk to place the proposition of the adoption of said proposed Charter on the ballot at a special municipal election ordered in the City of Bell for the 29th day of November, 2005, for the purpose of submitting said proposed Charter to the electors of the City of Bell; that the City Council further directed that the City Clerk publish a summary of the proposed Charter in the Bell/Maywood Industrial Post, a newspaper of general circulation, post notice of the proposed Charter in 3 public places in the City and make available a copy of the proposed Charter to the public at no expense.

That said proposed Charter of the City of Bell, was filed in the office of the City Clerk in the City Hall of Bell, California, on the 15th day of August, 2005.

That said proposed Charter was published pursuant to said direction in said newspaper on the following dates of November 10, 2005, November 17, 2005, and November 24, 2005, and was continuously available to the public to review or to receive a copy at no expense in the City Clerk's office; that the date the City Council called the special election was not less than eighty-eight (88) days prior to said election date, to wit November 29, 2005.

That said election was duly and regularly called and held on the 29th day of November, 2005; that at said election a majority of the qualified voters voting thereon voted in favor of said proposed Charter and the ratification and adoption thereof.

That thereafter on December 5, 2005, the City Council of the City of Bell duly canvassed the returns of said special election and found and declared that a majority of the qualified voters voting thereon at said special election had voted in favor of said proposed Charter and the ratification and adoption thereof.

That in all matter and in all things pertaining to said proposed Charter, all of the provisions of the applicable laws of State of California have been fully complied with in each and every particular.

That said Charter so prepared, proposed, submitted, ratified, and adopted is in the words and figures following to wit:

CHARTER OF THE CITY OF BELL

We, the people of the City of Bell, State of California, do ordain and establish this Charter as the organic law of said City under the State Constitution.

ARTICLE I - NAME OF CITY

Section 100. NAME. The municipal corporation now existing and known as the City of Bell shall remain and continue to exist as a municipal corporation under its present name of "City of Bell."

ARTICLE II - BOUNDARIES

Section 200. BOUNDARIES. The boundaries of the City shall be the boundaries as established at the time this Charter takes effect, and as such boundaries may be changed thereafter from time to time in the manner authorized by law.

ARTICLE III - SUCCESSION

Section 300. RIGHTS AND LIABILITIES. The City of Bell shall continue to own, possess and control all rights and property of every kind and nature owned, possessed or controlled by it at the time this Charter takes effect and shall continue to be subject to all its debts, obligations, liabilities and contracts.

Section 301. ORDINANCES CONTINUED IN EFFECT. All lawful ordinances, resolutions, rules and regulations, and portions thereof, in force at the time this Charter takes effect and not in conflict or inconsistent herewith, are hereby continued in force until the same shall have been duly repealed, amended, changed or superseded by proper authority.

Section 302. RIGHTS OF OFFICERS AND EMPLOYEES PRESERVED. Nothing in this Charter contained, unless otherwise specifically provided herein, shall affect or impair the merit system, pension or retirement rights or privileges of officers or employees of the City, or of any office, department or agency thereof, existing at the time this Charter takes effect.

Section 303. CONTINUANCE OF PRESENT OFFICERS AND EMPLOYEES. The present officers and employees of the City shall continue without interruption to perform the duties of their respective offices and employments upon the same terms and conditions and for the compensation provided by the existing ordinances, resolutions, rules or laws, but subject to such removal, amendment and control as is provided or permitted in this Charter, and, as to offices which are changed, abolished or superseded by this Charter, until the election or appointment and qualification of their respective successors under this Charter.

Section 304. CONTINUANCE OF CONTRACTS AND PUBLIC IMPROVEMENTS. All contracts entered into by the City or for its benefit prior to the effective date of this Charter and then in effect, shall continue in full force and effect according to their terms. Public improvements for which proceedings have been instituted under laws existing at the time this Charter takes effect, in the discretion of the Council, may be carried to completion as nearly as practicable in accordance with the provisions of such existing laws or may be continued or perfected under this Charter.

Section 305. PENDING ACTIONS AND PROCEEDINGS. No action or proceeding, civil or criminal, pending at the time this Charter takes effect, brought by or against the City or any officer, office, department or agency thereof, shall be affected or abated by the adoption of this Charter or by anything herein contained but all such actions or proceedings may be continued notwithstanding that functions, powers and duties of any officer, office, department or agency a party thereto, may be assigned or transferred by or under this Charter to another officer, office, department or agency, but in that event the same may be prosecuted or defended by the head of the office, department or agency to which such functions, powers and duties have been assigned or transferred by or under this Charter.

Section 306. EFFECTIVE DATE OF CHARTER. This Charter shall take effect upon its approval by the qualified voters of the City and , if approved, after filing and acceptance by the Secretary of State in accordance with State law.

ARTICLE IV - POWERS OF CITY

Section 400. POWERS OF CITY. The City shall have all powers and privileges which may be exercised by a charter city, subject only to the limitations contained in this Charter and in the State Constitution.

ARTICLE V - CITY COUNCIL

Section 500. CITY COUNCIL. TERMS. The elective officers of the City shall consist of a City Council of five members, elected at large and at the times and for the terms and in the manner provided in this Charter. The term of each office shall be for four years. Each member of the City Council, upon qualification, shall serve during said term until the term of the successor to such office commences.

The five members of the City Council in office at the time this Charter takes effect shall continue in office until their respective successor's term commences and the successor has qualified. The current rotation of office for each member which exists prior to the adoption of this Charter shall remain in effect.

The term of each member of the City Council elected at a general municipal election to fill a four year term or the remaining unexpired term of a vacant office shall commence on the first Tuesday following the certification of the canvass of the vote which shall be made by the City Clerk. The general municipal election shall occur as provided in Section 1200 below. The term of each member of the City Council elected at a special municipal election to fill a vacancy shall commence on the first Tuesday following certification of the candidate's election and shall continue during the remainder of the unexpired term of the office. The term of each member of the City Council appointed to fill a vacancy shall commence upon appointment within 60 days following the date the office became vacant, and shall continue during the remainder of the unexpired term of office.

Ties in voting among candidates shall be settled according to State law.

Section 501. ELIGIBILITY. QUALIFICATIONS. No person shall be eligible for election to office as a member of the City Council unless such person shall have been domiciled in and a registered voter of the City for at least 60 days immediately preceding the first day upon which candidates for such office are permitted to file nominating papers with the City Clerk. For an appointee to fill a vacancy in an office, the aforementioned 60-day eligibility requirement shall immediately precede the date such office became vacant according to the provisions set forth herein below.

If a member of the City Council is absent from all regular meetings of the City Council for a period of 90 days consecutively from and after the last regular City Council meeting attended by such member, unless by permission of the City Council expressed in its official minutes, or is convicted of a crime involving moral turpitude or a felony, or ceases to be domiciled in and a voter of the City, the office shall immediately become vacant and shall be so declared by the City Council.

Vacancies shall be filled according to the provisions of Section 503.The City Council shall judge the qualifications of its members as set forth in this Section. It shall judge all municipal election returns and it shall judge the certification of the canvass of the vote which shall be made by the City Clerk.

Section 502. COMPENSATION. The members of the City Council shall receive compensation for their services as may be prescribed by ordinance or resolution, but with respect to service as a Council member not to exceed the amount which Council Members of general law cities of similar population would receive under State law. In the event of resignation such member shall not be entitled to vote on the selection of their successor. In addition, members shall receive such reasonable and adequate amounts as may be established by ordinance, which amount shall be deemed to be reimbursement to them of other out-of-pocket expenditures and costs imposed upon them by virtue of their serving on the City Council.

Section 503. VACANCIES. The election of an eligible candidate to fill a vacancy caused by a recall election shall occur after the recall election.

All other vacancies from whatever causes arising shall be filled by an eligible person as follows:

(a) The City Council shall fill the vacancy in accordance with the provisions of Section 36512 of the California Government Code.

(b) Any eligible person appointed to fill a vacancy in an office shall serve as provided in Section 500.

(c) In any case where the City Council is required to cause a special election to be held to fill a vacancy in any office, it may temporarily appoint an eligible person to fill said vacancy until an elected successor's term commences following said special election, if the City Council first determines and declares by resolution that such temporary appointment is essential to the proper conduct of city business.

(d) Any person appointed or elected under the provisions of this section must be eligible pursuant to the requirements set forth in Section 501 and shall serve for the respective terms set forth in Section 500.

Section 504. PRESIDING OFFICER. At such time as the term of a member of the City Council commences, and at any time when there is a vacancy in the office of Mayor, the City Council shall meet and shall elect one of its members as its presiding officer, who shall have the title of Mayor. The Mayor may make and second motions and shall have a voice and vote in all its proceedings. The Mayor shall be the official head of

the City for all ceremonial purposes. The Mayor shall have the primary but not exclusive responsibility for interpreting the policies, programs, and needs of the City government to the people, and, as occasion requires, may inform the people of any major change in policy or program. The Mayor shall perform such other duties consistent with the office as may be prescribed by this Charter or as may be imposed by the City Council. The Mayor shall serve in such capacity at the pleasure of the City Council.

The City Council shall also designate one of its members as Vice Mayor, who shall serve in such capacity at the pleasure of the City Council. The Vice Mayor shall perform the duties of the Mayor during the Mayor's absence or disability.

Section 505. POWERS VESTED IN THE CITY COUNCIL. All powers of the City shall be vested in the City Council except as otherwise provided in this Charter.

Section 506. REGULAR MEETINGS. The City Council shall hold regular meetings at least once each month at such times as it shall fix by resolution and may adjourn or readjourn any regular meeting to a date and hour certain which shall be specified in the order of adjournment. When so adjourned each adjourned meeting shall be a regular meeting for all purposes. If the hour to which a meeting is adjourned is not stated in the order of adjournment such meeting shall be held at the hour for holding regular meetings.

Section 507. SPECIAL MEETINGS. A special meeting may be called at any time by the Mayor, or by three members of the City Council, by written notice to each member of the City Council and in accordance with the applicable provisions of the Ralph M. Brown Act (California Government Code Sections 54950 et seq.). Such notice must be delivered personally or by mail at least 24 hours before the time of such meeting as specified in the notice. The call and notice shall specify the time and place of the special meeting and the business to be transacted. No other business shall be considered at such meeting. Such written notice may be dispensed with as to any person entitled thereto who, at or prior to the time the meeting convenes, files with the City Clerk a written waiver of notice. Such written notice may also be dispensed with as to any person who is actually present at the meeting at the time it convenes.

Section 508. PLACE OF MEETINGS. All meetings shall be held in the Council Chambers of the City Hall, or in such place to which any such meeting may be adjourned, and shall be open to the public. If, by reason of fire, flood or other emergency, it shall be unsafe to meet in the place designated, the meetings may be held for the duration of the emergency at such place as is designated by the Mayor, or, if the Mayor should fail to act, by three members of the City Council.

Section 509. QUORUM. PROCEEDINGS. A majority of the members of the City Council shall constitute a quorum to do business but a lesser number may adjourn from time to time. In the absence of all the members of the City Council from any regular meeting or adjourned regular meeting, the City Clerk may declare the same adjourned to a stated day and hour. The City Clerk shall cause written notice of a meeting adjourned by less than a quorum or by the City Clerk to be delivered personally or by mail to each Council member at least 24 hours before the adjourned meeting, or such notice may be dispensed with in the same manner as specified in this Charter for dispensing with notice of special meetings of the City Council. The City Council may establish rules for the

conduct of its proceedings and may evict or prosecute any member or other person for disorderly conduct at any of its meetings.

Each member of the City Council shall have the power to administer oaths and affirmations in any investigation or proceedings pending before the City Council. The City Council shall have the power and authority to compel the attendance of witnesses, to examine them under oath and to compel the production of evidence before it. Subpoenas shall be issued in the name of the City and be attested by the City Clerk. Disobedience of such subpoenas, or the refusal to testify (upon other than constitutional grounds), shall constitute a misdemeanor, and shall be punishable in the same manner as violations of this Charter are punishable.

At the demand of any Council member, and upon the adoption of any ordinance, resolution, or order for the payment of money, the City Clerk shall call the roll and shall cause the ayes and noes taken on such questions to be entered in the minutes of the meeting.

Section 510. PUBLIC PARTICIPATION. All regular and special meetings of the City Council shall be open and public and all persons shall be permitted to attend such meetings, except that the provisions of this Section shall not apply to closed sessions as permitted by State law. Any person shall have the right to address the City Council, either orally or in writing on matters of City business, but such right shall be subject to reasonable rules and regulations as adopted by resolution.

Section 511. ADOPTION OF ORDINANCES AND RESOLUTIONS. With the sole exception of ordinances which take effect upon adoption, referred to in Section 514, no ordinance shall be adopted by the City Council on the day of its introduction, nor within five days thereafter nor at any time other than at
a regular or adjourned regular meeting. At the time of its introduction an ordinance shall become a part of the proceedings of such meeting in the custody of the City Clerk. At the time of introduction of an ordinance or adoption of a resolution it shall be read in full, unless after the reading of the title thereof, the further reading thereof is waived by majority vote of the Council members present. In the event that any ordinance is altered after its introduction, the same shall not be finally adopted except at a regular or adjourned regular meeting held not less than five days after the date upon which such ordinance was so altered. The correction of typographical or clerical errors shall not constitute the making of an alteration within the meaning of the foregoing sentence.

No order for the payment of money shall be adopted or made at any other than a regular or adjourned regular meeting.

Unless a higher vote is required by other provisions of this Charter the affirmative votes of at least three members of the City Council shall be required for the enactment of any ordinance or resolution, or for the making or approving of any order for the payment of money. All ordinances and resolutions shall be signed by the Mayor, or other designated Member of the City Council at the time of adoption of the ordinance or resolution, and attested by the City Clerk.

Any ordinance declared by the City Council to be necessary as an urgency measure for the immediate preservation of the public peace, health or safety, and containing a statement of the reasons for its urgency, may be introduced and adopted at one and the same meeting if passed by at least four affirmative votes. At the time of adoption of an urgency ordinance it shall be read in full, unless after the reading of the title thereof, the further reading thereof is waived by majority vote of the Council members present. Notwithstanding provisions to the contrary, an urgency ordinance which sets forth the reason for the urgency to be that of a major disaster shall be exempt

from the ten day posting and publication requirements set forth in Section 512 and such ordinance may be passed by the majority of the members of the City Council present.

Section 512. ORDINANCES. POSTING AND PUBLICATION. In addition to such other acts of the City Council as are required by this Charter to be by ordinance, every act of the City Council establishing a fine or other penalty, or granting a franchise, shall be by ordinance.

The enacting clause of all ordinances shall be substantially as follows: "The City Council of the City of Bell does ordain as follows:"

The City Clerk shall cause each ordinance to be published at least once in the official newspaper within 15 days after its adoption. The City Council shall designate by resolution the official newspaper, which shall be a newspaper of general circulation published and circulated in the city, or if none, a newspaper of general circulation printed and published in the county and circulated in the city. As an alternative to the publication of an ordinance as specified herein, the City Clerk may cause a summary of a proposed ordinance to be prepared and published in the official newspaper and post in the City Clerk's office a copy of such summary with a copy of the full text of the proposed ordinance at least ten days prior to the date it is to be submitted to the City Council for adoption, and thereafter within 15 days after the date of adoption, publish in the official newspaper a summary of any ordinance adopted by the City Council and post a certified copy of the full text of such adopted ordinance in the office of the City Clerk along with the names of the Council members voting for and against the ordinances.

Section 513. CODIFICATION OF ORDINANCES. Any or all ordinances of the City which have been enacted and published in the manner required at the time of their adoption, and which have not been repealed, may be compiled, consolidated, revised, indexed and arranged as a comprehensive municipal code, and such code may be adopted by reference, with the same effect as an ordinance, by the passage of an ordinance for such purpose. Such municipal code need not be published in the manner required for other ordinances, but at least one (1) copy thereof shall be filed for use and examination by the public in the office of the City Clerk prior to the adoption thereof. Amendments to the municipal code shall be enacted by ordinance.

Detailed regulations pertaining to any subject, such as the construction of buildings, plumbing and wiring, when arranged as a comprehensive code, may likewise be adopted by reference in the manner provided by this Section. Maps, charts and diagrams also may be adopted by reference in the same manner.

Section 514. ORDINANCES. WHEN EFFECTIVE. No ordinance shall become effective until 30 days from and after the date of its adoption, except the following, which shall take effect upon adoption:

(a) An ordinance calling or otherwise relating to an election.

(b) An improvement proceeding ordinance adopted under some special law or procedural ordinance relating thereto.

(c) An ordinance declaring the amount of money necessary to be raised by taxation or fixing the rate of taxation.

(d) An urgency ordinance adopted in the manner provided for in Section 511.

(e) An ordinance covered by particular provisions of law prescribing the manner of its passage and adoption.

Section 515. ORDINANCES. VIOLATION. PENALTY. The City Council shall by ordinance determine whether a violation of any ordinance of the City or a provision of the

Bell Municipal Code shall constitute a misdemeanor or an infraction and shall be punishable as provided by State law for violation of ordinances of general law cities.

Section 516. ORDINANCES AND RESOLUTIONS. AMENDMENT. The amendment of any section or subsection of an ordinance or resolution may be accomplished solely by the re-enactment of such section or subsection at length, as amended.

Section 517. PUBLISHING OF LEGAL NOTICES. In the event that there is more than one newspaper of general circulation published in the City, the City Council, annually, prior to the beginning of each fiscal year, shall publish a notice inviting bids and contract for the publication of all legal notices or other matter required to be published in a newspaper of general circulation in the City during the ensuing fiscal year. In the event there is only one newspaper of general circulation printed and published in the City, then the City Council shall have the power to contract with such newspaper for the printing and publishing of such legal notices or matter without being required to advertise for bids therefor. The newspaper with which any such contract is made shall be designated the official newspaper for the publication of such notices or other matter for the period of such contract.

In no case shall the contract prices for such publication exceed the customary rates charged by such newspaper for the publication of legal notices of a private character.

In the event there is no newspaper of general circulation printed and published in the City, or in the event no such newspaper will accept such notices or other matter at the rates permitted herein, then all legal notices or other matter may be published by posting copies thereof in at least three public places in the City to be designated by ordinance.

No defect or irregularity in proceedings taken under this Section, or failure to designate an official newspaper, shall invalidate any publication where the same is otherwise in conformity with this Charter or law or ordinance.

Section 518. CONTRACTS. RESTRICTIONS. No contract or lease or extension thereof for a longer period than 55 years shall be valid unless said contract, lease or extension be made or approved by ordinance which shall be subject to referendum. This Section shall not apply to any franchise granted pursuant to the provisions of this Charter or to any contract for the furnishing, or acquisition of the products, commodity or services of any public utility.

Section 519. CONTRACTS. EXECUTION. The City shall not be bound by any contract, except as hereinafter provided, unless the same shall be made in writing, approved by the City Council and signed on behalf of the City by the Mayor, or in the absence of the Mayor, by the Vice Mayor, or by the Member of the City Council presiding at the meeting at which the contract is approved, or by such other officer or officers as shall be designated by the City Council, and attested by the City Clerk. Any of said officers shall sign a contract on behalf of the City when directed to do so by the City Council.

By ordinance or resolution the City Council may authorize the Chief Administrative Officer or authorized representative to bind the City, with or without a written contract, for the acquisition of equipment, materials, supplies, labor, services or other items included within the budget approved by the City Council,

The City Council may by ordinance or resolution provide a method for the sale or exchange of real or personal property not needed in the City service or not fit for the purpose for which intended, and for the conveyance of title thereto.

Contracts for the sale of the products, commodities or services of any public utility owned, controlled or operated by the City may be made by the manager of such utility or by the head of the department or Chief Administrative Officer upon forms approved by the Chief Administrative Officer and at rates fixed by the City Council.

The provisions of this Section shall not apply to services rendered by any person in the employ of the City at a regular salary.

ARTICLE VI - CHIEF ADMINISTRATIVE OFFICER

Section 600. CHIEF ADMINISTRATIVE OFFICER. There shall be a Chief Administrative Officer who shall be the chief administrative officer of the City. The Chief Administrative Officer shall be appointed by the affirmative vote of at least a majority of all members of the City Council and shall serve at the pleasure of the City Council, provided, however, that the Chief Administrative Officer shall not be removed from the office except as provided in this Charter. The Chief Administrative Officer shall be chosen on the basis of executive and administrative qualifications.

Section 601. RESIDENCE. The Chief Administrative Officer need not be a resident of the City at the time of appointment, but shall within 90 days after appointment, establish residence within such distance from the City as the City Council may establish, unless such period is extended by the City Council, and thereafter maintain residence within such distance during tenure of office.

Section 602. ELIGIBILITY. No person shall be eligible to receive appointment as Chief Administrative Officer while serving as a member of the City Council nor within one year after ceasing to be a member of the City Council.

Section 603. COMPENSATION AND BOND. The Chief Administrative Officer shall be paid a salary commensurate with the responsibilities of chief administrative officer of the City. The Chief Administrative Officer shall furnish a corporate surety bond conditioned upon the faithful performance of duties in such form and in such amount as may be determined by the City Council.

Section 604. POWERS AND DUTIES. The Chief Administrative Officer shall be the administrative head of the City Government. Except as otherwise provided in this Charter, the Chief Administrative Officer shall be responsible to the City Council for the proper administration of all affairs of the City. Without limiting the foregoing general grant of powers, responsibilities and duties, subject to the provisions of this Charter, including the personnel system provisions thereof, the Chief Administrative Officer shall have power and be required to:

(a) Appoint, and may promote, demote, suspend or remove, all department heads, officers and employees of the City except elective officers and those department heads, officers and employees the power of whose appointment is vested by this Charter in the City Council. The Chief Administrative Officer may authorize the head of any department or office to appoint or remove subordinates in such department or office. In case of the appointment or removal of any department head, the Chief Administrative Officer shall first review such appointment or removal with the City Council and obtain its approval.

(b) Prepare the budget, submit to the City Council, and be responsible for its administration after its adoption.

(c) Prepare and submit to the City Council as of the end of each fiscal year, a complete report on the finances and administrative activities to the City for the preceding fiscal year.

(d) Keep the City Council advised of the financial condition and future needs of the City and make such recommendations as may seem desirable.

(e) Establish a centralized purchasing system for all City offices, departments and agencies.

(f) Prepare rules and regulations governing the contracting for purchasing, inspection, storing, inventory, distribution and disposal of all supplies, material and equipment required by ordinance, and administer and enforce the same after adoption.

(g) See that the laws of the State pertaining to the City, the provisions of this Charter and the ordinances, franchises and rights of the City are enforced.

(h) Exercise control of all administrative offices and departments of the City and of all appointive officers and employees except those directly appointed by the City Council and prescribe such general rules and regulations as deemed necessary or proper for the general conduct of the administrative offices and departments of the City under jurisdiction of the Chief Administrative Officer.

(i) Perform such other duties consistent with this Charter as may be required by the City Council.

Section 605. MEETINGS. The Chief Administrative Officer shall be accorded a seat at all meetings of the City Council and of all boards and commissions and shall be entitled to participate in their deliberations, but shall not have a vote. The Chief Administrative Officer shall receive notice of all special meetings of the City Council, and of all boards and commissions.

Section 606. ASSISTANT CHIEF ADMINISTRATIVE OFFICER. The City Council may direct the Chief Administrative Officer to appoint an Assistant Chief Administrative Officer.

If there is no Assistant Chief Administrative Officer and the position of Chief Administrative Officer becomes vacant or the Chief Administrative Officer is absent or is incapacitated to such an extent the Chief Administrative Officer cannot perform the duties of the office, then the Mayor, or if absent or unable to act, the Vice Mayor, or if absent or unable to act, the senior member of the City Council temporarily shall act as the administrative head of the City until the City Council fills the position of Chief Administrative Officer or appoints an Assistant Chief Administrative Officer .

Section 607. REMOVAL. The Chief Administrative Officer may be removed at any regular meeting of the City Council upon the affirmative vote of a majority of all the members of the City Council. However, the Chief Administrative Officer may not be removed, nor shall the notice described in Subsection (a) be given for a period of 90 days before or following any municipal election in which a member of the City Council is elected.

The procedure for removal is as follows:

(a) The Chief Administrative Officer must be given a written notice stating the Council's intention to remove the Chief Administrative Officer from office. The written notice must be given at least 30 days before the effective date of removal. The notice must state the reason for the removal.

(b) The duties of the Chief Administrative Officer may be suspended immediately upon receipt of the notice described in Subsection (a). The compensation paid to the Chief Administrative Officer must continue until removal is completed as prescribed within this Section.

(c) In removing the Chief Administrative Officer, the City Council may use its sole and uncontrolled discretion, and its action shall be final.

Section 608. NON-INTERFERENCE WITH ADMINISTRATIVE SERVICE. Except as otherwise provided in this Charter, neither the Council nor any of its members shall interfere with the powers and duties of the Chief Administrative Officer, nor shall they directly or indirectly order the Chief Administrative Officer or subordinates to appoint or remove any person to or from any office or employment. Except for the purpose of inquiry, investigation or report, the City Council and its members shall deal with the administrative service under the jurisdiction of the Chief Administrative Officer solely through the Chief Administrative Officer, and neither the City Council nor any member thereof shall publicly or privately give orders to any subordinate of the Chief Administrative Officer.

ARTICLE VII - OFFICERS AND EMPLOYEES

Section 700. ENUMERATION. In addition to the City Council and Chief Administrative Officer, the officers and employees of the City shall consist of a City Attorney, a City Clerk, a City Treasurer, such other officers, assistants, deputies, and employees as the City Council may provide by resolution.

When the positions are not incompatible, the City Council may combine in one person the powers and duties of two or more offices; provided, however, that the same person shall not hold the positions of City Treasurer and be responsible for the functions of finance at the same time.

Section 701. APPOINTMENT AND REMOVAL. The City Attorney, City Clerk, and City Treasurer shall be appointed by and may be removed by the affirmative votes of at least a majority of all the members of the City Council. All other officers, department heads and employees of the City shall be appointed and may be removed as elsewhere in this Charter provided.

Section 702. ADMINISTRATIVE FUNCTIONS. The City may provide through its own staff for all departments as may be determined necessary to carry out the business of the City. The City may provide the following functions and services: finance, public works, water, building & safety, public safety and city planning. The City Council may provide by ordinance or resolution not inconsistent with this Charter for the organization, conduct and operation of the functions of the City as established by this Charter, for the creation of additional functions, departments, divisions, offices and agencies and for their consolidation or alteration. It may further provide by ordinance or resolution for the assignment and reassignment of functions, duties, offices and agencies to offices and departments, and for the number, titles, qualifications, powers, duties, and compensation of all officers and employees, consistent with this Charter. Each department so created shall be headed by a department head.

Section 703. CITY ATTORNEY. POWERS AND DUTIES. To become and remain eligible for City Attorney the person appointed shall be an attorney at law duly licensed as such under State law and shall be chosen on the basis of legal qualifications

with special reference to experience in and knowledge of municipal law. The City Attorney shall have the power and may be required to:

(a) Represent and advise the City Council and all City officers in all matters of law pertaining to their offices.

(b) Prosecute on behalf of the people any or all criminal cases arising from violation of the provisions of this Charter or of City ordinances, unless otherwise provided by the City Council.

(c) Represent and appear for the City in any or all actions or proceedings in which the City is concerned or is a party, and represent and appear for any City officer or employee, or former City officer or employee, in any or all actions or proceedings in which any such officer or employee is concerned or is a party for any act arising out of employment or by reason of official capacity.

(d) Attend all regular meetings of the City Council, unless excused, and give advice or opinion in writing whenever requested to do so by the City Council or by any of the boards or officers of the City.

(e) Approve the form of all contracts made by and all bonds given to the City, endorsing approval thereon in writing.

(f) Prepare any and all proposed ordinances and resolutions for the City and amendments thereto.

(g) Devote such time to the duties of the office as may be specified in the ordinance or resolution fixing the compensation for such office.

(h) Surrender to the City Attorney's successor all books, papers, files and documents pertaining to the City's affairs.

The City Council shall have control of all legal business and proceedings and may employ other attorneys to take charge of or may contract for any prosecutions, litigation or other legal matters or business.

Nothing in this section shall prohibit the District Attorney from prosecuting any or all criminal cases arising from violation of the provisions of this Charter or of City ordinances.

Section 704. CITY CLERK. POWERS AND DUTIES. The City Clerk shall have the power and shall be required to:

(a) Attend all meetings of the City Council, unless excused and be responsible for the recording and maintaining of a full and true record of all of the proceedings of the City Council in books that shall bear appropriate titles and be devoted to such purpose.

(b) Maintain separate books, in which shall be recorded respectively all ordinances and resolutions, with the certificate of the Clerk annexed to each thereof stating the same to be the original or a correct copy, and as to an ordinance requiring publication, stating that the same has been published or posted in accordance with this Charter; keep all books properly indexed and open to public inspection when not in actual use.

(c) Maintain separate books, in which a record shall be made of all written contracts and official bonds.

(d) Be the custodian of the seal of the City.

(e) Administer oaths of affirmations, take affidavits and depositions pertaining to the affairs and business of the City and certify copies of official records.

(f) Be ex-officio Assessor, unless the City Council has availed itself, or does in the future avail itself, of the provisions of State law relative to the assessment of property and the collection of City taxes by county officers, or unless the City Council by ordinance provides otherwise.

(g) Have charge of all City elections.

(h) Perform such other duties consistent with this Charter as may be required by ordinance or resolution of the City Council.

Section 705. CITY TREASURER. POWERS AND DUTIES. The City Treasurer or designee shall have the power and shall be required to:

(a) Receive all taxes, assessments, license fees and other revenues of the City, or for the collection of which the City is responsible, and receive all taxes or other money receivable by the City from the County, State or Federal Government, or from any Court, or from any office, department or agency of the City.

(b) Have custody of all public funds belonging to or under control of the City or any office, department or agency of the City government and deposit all funds coming into the Treasurer's hands in such depository as may be designated by resolution of the City Council, or, if no such resolution be adopted, then in such depository designated in writing by the Chief Administrative Officer, and in compliance with all the provisions of the State Constitution and State law governing the handling, depositing and securing of public funds.

(c) Disburse moneys on proper warrants in the manner provided for in this Charter.

(d) Prepare and submit monthly written reports of all cash receipts, disbursements and balances, copies of which reports shall be filed with the Chief Administrative Officer or designee responsible for the finance function.

(e) Perform such other duties consistent with this Charter as may be required by ordinance or resolution of the City Council.

Section 706. FINANCE. POWERS AND DUTIES. The Chief Administrative Officer's designee responsible for the functions of finance shall have the power and shall be required to:

(a) Administer the financial affairs of the City under the direction of the Chief Administrative Officer.

(b) Compile the budget expense and income estimates for the Chief Administrative Officer.

(c) Maintain a general accounting system for the City government and each of its offices, departments and agencies.

(d) Supervise and be responsible for the disbursement of all moneys and of all expenditures to insure that budget appropriations are not exceeded; audit all purchase orders before issuance; audit and approve before payment, all bills, invoices, payrolls, demands or charges against the City government; with the advice of the City Attorney, when necessary, determine the regularity, legality and correctness of such claims, demands or charges; and draw warrants upon the City Treasurer for all claims and demands audited and approved as in this Charter provided specifying the purpose for which drawn and the fund from which payment is to be made.

(e) See that all taxes, assessments, license fees and other revenues of the City, or for the collection of which the City is responsible, and all other money receivable by the City from the County, State or Federal Government, or from any court, office, department or agency of the City are collected.

(f) Submit to the City Council and City Treasurer through the Chief Administrative Officer a monthly statement of all receipts and disbursements in sufficient detail to show the exact financial condition of the City; and, as of the end of each fiscal year, submit a complete financial statement and report.

(g) Supervise the keeping of current inventories of all property of the City by all City departments, offices and agencies.

(h) Perform such other duties consistent with this Charter as may be required by ordinance or resolution of the City Council.

Section 707. ADMINISTERING OATHS. Each department head and deputies of the department shall have the power to administer oaths and affirmations in connection with any official business pertaining to the department.

Section 708. ILLEGAL CONTRACT, FINANCIAL INTEREST. The prohibitions, limitations and exclusions with respect to City Council members, officers, or employees being financially interested in contracts, sales, transactions or proceedings in which the City is a party shall be as provided for under State law.

Section 709. ACCEPTANCE OF OTHER OFFICE. Members of the Council may hold any other elective or appointive public office which is allowed by law. Any elective officer of the City who shall accept or retain any other elective public office which is determined incompatible with the office of City Council, shall be deemed thereby to have vacated the office under the City government.

Section 710. NEPOTISM. The City Council shall not appoint to a full-time salaried position under the City government any person who is a relative by blood or marriage within the third degree of any one or more of the members of such City Council, nor shall the Chief Administrative Officer or any department head or other officer having appointive power appoint any relative of the individual or any Council member within such degree to any such position.

Section 711. OFFICIAL BONDS. The City Council shall fix by resolution the amounts and terms of the official bonds of all officials or employees who are required by this Charter or by ordinance to give such bonds. All bonds shall be executed by responsible corporate surety, shall be approved as to form by the City Attorney, and shall be filed with the City Clerk. Premiums on official bonds shall be paid by the City.

In all cases wherein an employee of the City is required to furnish a faithful performance bond, there shall be no personal liability upon, or any right to recover against the employee's superior officer or other officer or employee, or the bond of the latter, unless such superior officer, or other officer or employee is a party to, or has conspired in, the wrongful act causing directly or indirectly such loss.

ARTICLE VIII - APPOINTIVE BOARDS AND COMMISSIONS

Section 800. IN GENERAL., The City Council may create by ordinance or resolution advisory boards or commissions as in its judgment are required, and may grant to them such powers and duties as are consistent with the provisions of this Charter.

Section 801. APPROPRIATIONS. The City Council shall include in its annual budget such appropriations of funds as in its opinion are sufficient for the efficient and proper functioning of such boards and commissions.

Section 802. APPOINTMENTS. TERMS. Each of the boards or commissions may consist of not less than five members. The members of each of such boards or commissions shall be appointed by the City Council from voters of the City. They shall be subject to removal by motion of the City Council adopted by the affirmative votes of a majority of the total membership thereof. The members thereof shall serve for terms

which shall be established by ordinance or resolution. The members shall serve so long as they continue to be domiciled within the City, and until their respective successors are appointed and qualified. The Council shall have the authority to extend or shorten the terms of the incumbent members of boards or commissions to implement the terms of this Section. A vacancy occurring before the expiration of a term shall be filled by appointment for the remainder of the unexpired term.

Section 803. EXISTING BOARDS. The members of the boards and commissions holding office when this Charter takes effect shall continue to hold office thereafter until their respective terms of office shall expire and until their successors shall be appointed and qualified. If the terms of any members of any board or commission are altered by this Charter, the terms shall be adjusted accordingly to comply with the provisions of this Charter.

Section 804. MEETINGS. CHAIR. As soon as practicable, following the first day of March of every year, each board and commission shall organize by electing one of its members to serve as presiding officer at the pleasure of the board or commission. Meetings of all boards and commissions shall be open to the public and all persons shall be permitted to attend such meetings, except that the provisions of this sentence shall not apply to closed sessions for purposes authorized by law.

The Chief Administrative Officer may designate a secretary for each board and commission who need not be a member of such board or commission, and who shall keep a record of its proceedings and transactions. Each board or commission may prescribe its own rules and regulations, which shall be consistent with this Charter and shall be subject to the approval of the City Council. Copies of such rules shall be kept on file in the office of the City Clerk where they shall be available for public inspection.

Section 805. OATHS. AFFIRMATIONS. Each member of any such board or commission, and the secretary thereof, shall have the power to administer oaths and affirmations in any investigation or proceeding pending before such board or commission.

Section 806. PLANNING COMMISSION. POWERS AND DUTIES. The City Council shall function as the Planning Commission and shall have the power and be required to:

(a) After a public hearing thereon, consider the adoption, amendment or repeal of Master, General or Precise Plans, or any part thereof, for the physical development of the City.

(b) Exercise such functions with respect to land subdivisions as shall be provided by ordinance not inconsistent with the provisions of this Charter.

(c) Make determinations concerning proposed public works and for the clearance, conservation and rehabilitation of any areas within the City.

(d) Exercise such functions with respect to zoning, city planning, land use and related matters as may be prescribed by ordinance or resolution not inconsistent with the provisions of this Charter.

ARTICLE IX - PERSONNEL SYSTEM

Section 900. SYSTEM TO BE ESTABLISHED. The City Council shall by resolution establish a personnel merit system for the selection, employment,

classification, advancement, suspension and discharge of those appointive officers and employees who shall be included in the system. The system may consist of the establishment of minimum standards of employment and qualifications for the various classes of employment, or of a comprehensive system, as the City Council shall determine to be for the best interests of the public service. A resolution shall designate the departments and the appointive officers and employees who shall be included within the system. By subsequent resolutions the City Council may amend the system or the list of departments and appoint officers and employees included within the system. The system shall comply with all other provisions of this Charter.

ARTICLE X - RETIREMENT

Section 1000. STATE SYSTEM. The City, its City Council and its several officers, agents and employees are empowered to do and perform any act, and to exercise any authority granted, permitted, or required under the provisions of the Public Employees' Retirement Law to enable the City to continue as a contracting City under the Public Employees' Retirement System.

ARTICLE XI- FISCAL ADMINISTRATION

Section 1100. FISCAL YEAR. The fiscal year of the City government shall begin on the first day of July of each year and end on the 30th day of June of the following year.

Section 1101. BUDGET. PREPARATION BY THE CHIEF ADMINISTRATIVE OFFICER. The Chief Administrative Officer shall provide estimates of revenue and expenditures for city operations for the ensuing fiscal year(s), detailed in such manner and at such time as may be prescribed by the Chief Administrative Officer.

Section 1102. BUDGET. SUBMISSION TO CITY COUNCIL. At least 35 days prior to the beginning of each fiscal year, the Chief Administrative Officer shall submit to the City Council the proposed budget and shall make copies of the proposed budget available for inspection. After reviewing the same and making such revisions as it may deem advisable, the City Council shall determine the time for the holding of a public hearing thereon. Copies of the proposed budget as amended by the City Council shall be available for inspection.

Notwithstanding any provision to the contrary, the Chief Administrative Officer may submit a multi-year budget for consideration by the City Council and the City Council may adopt such multi-year budget, in its sole discretion. The City Council may approve any adjustment in a multi-year budget after a public hearing .

Section 1103. BUDGET. PUBLIC HEARING. At the time set for the public hearing or at any time to which such public hearing shall from time to time be adjourned, the City Council shall hold a public hearing on the proposed budget, at which interested persons desiring to be heard shall be given such opportunity.

Section 1104. BUDGET. FURTHER CONSIDERATION AND ADOPTION. At the conclusion of the public hearing the City Council shall further consider the proposed budget and make any revisions thereof that it may deem advisable and on or before June 30 it shall adopt the budget with revisions, if any, by the affirmative votes of at least a majority of the total members of the Council. Upon final adoption, the budget shall be in

effect for the ensuing fiscal year(s). Copies thereof, certified by the City Clerk, shall be filed with the Chief Administrative Officer, Designee responsible for the functions of finance, City Treasurer, and the person employed by the City Council to perform the independent audit and a further copy shall be placed, and shall remain on file, in the office of the City Clerk where it shall be available for public inspection. The budget so certified shall be reproduced and copies made available for the use of the public and of departments, offices and agencies of the City.

Section 1105. BUDGET. APPROPRIATIONS. From the effective date of the budget, the various amounts stated therein as proposed expenditures shall be and become appropriated to the various departments, offices and agencies for the respective objects and purposes therein named. All appropriations shall lapse at the end of the fiscal year to the extent that they shall not have been expended or lawfully encumbered.

At any meeting after the adoption of the budget, the City Council may amend or supplement the budget by motion adopted by the affirmative votes of at least a majority of the total members of the City Council.

Section 1106. CENTRALIZED PURCHASING. Under the control and direction of the Chief Administrative Officer, there shall be a centralized purchasing system established for all City departments and agencies, except as otherwise provided in this Charter. The Chief Administrative Officer shall recommend and the City Council shall consider and adopt by ordinance, rules and regulations governing the contracting for, purchasing, storing and distribution of all supplies, materials and equipment required by any office, department or agency of the City government.

Section 1107. TAX LIMITS. The City Council shall be authorized to levy and impose taxes, assessments and fees for municipal purposes to the full extent permitted by the State Constitution.

Section 1108. TAX PROCEDURE. The procedure for the assessment, levy, imposition and collection of taxes for municipal purposes, may be prescribed by ordinance of the City Council to the extent permitted by the State Constitution.

Section 1109. BONDED DEBT LIMIT. The City shall only incur indebtedness as authorized by the California Constitution in accordance with State law.

No bonded indebtedness which shall constitute a general obligation of the City may be created unless authorized by the affirmative votes of a majority of the voters voting on such proposition at any election at which the question is submitted to the voters and unless in full compliance with the provisions of the State Constitution and of this Charter.

Section 1110. REVENUE BONDS. The City shall have the power to issue revenue bonds for the purpose of financing the acquisition, construction, extension, improvement or repair of any municipal utility or other revenue producing facilities, but no such bonds shall be issued unless the same shall first be authorized by the affirmative vote of a majority of those voters voting on the question of incurring such indebtedness at any election at which such question is submitted to the voters of the City. The Council may issue and sell bonds so authorized, may fix the terms and conditions thereof, and may make, fix and establish such covenants, conditions, terms and provisions as it deems necessary or desirable to facilitate the issuance and sale of the bonds or for the protection and security of the holders thereof. Bonds issued pursuant to this Article shall

not be general obligations of the City but shall be payable, principal and interest, solely from revenues or other special funds specifically pledged to that purpose.

Section 1111. CONTRACTS ON PUBLIC WORKS. Except, as hereinafter expressly provided, every contract involving an expenditure of more than $25,000 for the construction of improvement (excluding maintenance and repair) of public buildings, works, streets, drains, sewers, utilities, and each separate purchase of materials or supplies for the same, where the expenditure required for such purchase shall exceed the sum of $25,000, shall be let to the lowest responsible bidder.

The City Council may reject any and all bids presented and may readvertise in its discretion. After rejecting bids, or if no bids are received, or without advertising for bids if the total amount of the contract or project is $50,000 or less, then the City Council may declare and determine that in its opinion, the work in question may be performed better or more economically by the City with its own employees, or that the materials or supplies may be purchased at a lower price in the open market, and after the adoption of a resolution to this effect by the affirmative vote of a majority of the total members of the City Council, it may proceed to have said work done or such materials or supplies purchased in the manner stated, without further observance of the provisions of this Section.

The limitations as provided in this Section may be increased by adoption of a resolution by the affirmative vote of two-thirds of the total members of the City Council

Projects for the extension, construction or improvement of any public utility system operated by the City or for the purchase of supplies or equipment for any such project or any such utility may be excepted from the requirements of this Section by the affirmative vote of a majority of the total members of the City Council.

Section 1112. SPECIAL PURPOSE FUNDS. OTHER FUNDS. The City Council may establish by ordinance such other special purpose funds, consistent with the provisions of this Charter, as it may consider necessary or appropriate.

Section 1113. CLAIMS AND DEMANDS. PRESENTATION AND PAYMENT. Procedures prescribed by State law governing the presentation, consideration and enforcement of claims against chartered cities or against officers, agents and employees thereof shall apply to the presentation, consideration and enforcement of claims against the City.

Section 1114. ACTIONS AGAINST CITY. No suit shall be brought for money or damages against the City or any board, commission or officer thereof on any cause of action for which this Charter or the general law requires a claim to be presented, until a claim or demand for the same has been presented as in this Charter provided and such claim and demand has been rejected in whole or in part. If rejected in part suit may be brought to recover the whole. Failure to complete action approving or rejecting any claim or demand within the timeframe prescribed by State Law shall be deemed a rejection thereof.

Section 1115. REGISTERING WARRANTS. Warrants on the City Treasurer which are not paid for lack of funds shall be registered. All registered warrants shall be paid in the order of their registration when funds therefor are available and shall bear interest from the date of registration at such rate as shall be fixed by the City Council by resolution.

Section 1116. INDEPENDENT AUDIT. The City Council shall employ at the beginning of each fiscal year, an independent certified public accountant who shall, at such time or times as may be specified by the City Council, at least annually, and at such other times as such accountant shall determine, examine the books, records inventories and reports of all officers and employees who receive, handle or disburse public funds and of all such other officers, employees or departments. As soon as practicable after the end of the fiscal year, a financial statement shall be submitted by such accountant to the City Council, one copy thereof to be distributed to each member, one to the Chief Administrative Officer, or the designee responsible for the functions of finance, Treasurer, and City Attorney, respectively, and sufficient additional copies of the financial statement shall be placed on file in the office of the City Clerk where they shall be available for inspection by the general public.

ARTICLE XII - ELECTIONS

Section 1200. GENERAL MUNICIPAL ELECTIONS. General municipal elections for the election of officers of the City and for such other purposes as the City Council may prescribe shall be held in the City on the same date and at the same time as the General Municipal Election. The first such General Municipal Election shall be held in 2007. The general municipal election shall occur on the first Tuesday after the first Monday in March of each odd-numbered year or as may be provided by ordinance of the City.

Section 1201. SPECIAL MUNICIPAL ELECTIONS. All other municipal elections that may be held by authority of this Charter, or of any law, shall be known as special municipal elections.

Section 1202. PROCEDURE FOR HOLDING ELECTIONS. Except as otherwise provided in this Charter and except as may otherwise be provided by ordinance enacted by the Council and not inconsistent with the provisions of this Charter, all municipal elections shall be held, canvassed, conducted and otherwise governed by State law.

Section 1203. INITIATIVE, REFERENDUM AND RECALL. There are hereby reserved to the voters of the City the powers of the initiative and referendum and of the recall of municipal elective officers. Except as may otherwise be provided by ordinance enacted by the Council, and not inconsistent with the provisions of this Charter, State law shall apply

The vacancy created by a recall election shall be filled after such recall election, with any qualified person from the district, as set forth in Section 501. The recalled municipal officer shall not be eligible to run for such vacancy.

Section 1204. VOTERS SIGNING PETITIONS. The voters signing any petition for the nomination of any person to the office of City Council or for the recall of any person from such office shall be qualified registered voters of the City.

Section 1205. STATEMENT OF CANDIDATE QUALIFICATIONS. Any candidate for an elective City office may prepare a statement of qualifications in accordance with the restrictions set forth by State law, and subject to the following additional restriction: A statement of qualifications shall be limited to a recitation of the candidate's own personal background and qualifications and shall not in any way make reference to other candidates or to other candidate's qualifications, character or activities. The City Clerk

shall not cause to be printed or circulated any candidate's statement of qualifications which the City Clerk determines is not so limited or which includes any such references.

ARTICLE XIII - FRANCHISES

Section 1300. GRANTING OF FRANCHISES. The Council may grant a franchise to any person, partnership, corporation, or other legal entity capable of exercising the privilege conferred, whether operating under an existing franchise or not, and may prescribe the terms, conditions, and limitations of such grant, including the compensation to be paid in the City therefor. The Council may prescribe by ordinance or resolution the method or procedure for granting franchises, together with additional terms and conditions for making such grants. In the absence of such provision the method provided by State law shall apply.

Nothing in this Section, or elsewhere in this Article, shall apply to the City, or to any department thereof, when furnishing any utility service.

Section 1301. EMINENT DOMAIN. No franchise grant shall in any way, or to any extent, impair or limit the power of the City to acquire the property of the grantee thereof either by purchase or through the exercise of the power of eminent domain, and nothing herein contained shall be construed to contract away or to modify or to abridge, either for a term or in perpetuity, the City's power of eminent domain with respect to any public utility. Every franchise granted by the City is granted upon the condition, whether expressed in the grant or not, that such franchise shall not be given any value before any court or other public authority in any proceeding of any character in excess of any amount actually paid by the grantee to the City at the time of the grant.

Section 1302. DUTIES OF GRANTEES. By its acceptance of any franchise hereunder, the grantee shall covenant and agree to perform and be bound by each and all of the terms and conditions imposed in the grant, or by procedural ordinance and shall further agree to:

(a) Comply with all lawful ordinances, rules and regulations theretofore or thereafter adopted by the City Council in the exercise of its police power governing the construction, maintenance and operation of its plants, works or equipment.

(b) Pay to the City on demand the cost of all repairs to public property made necessary by any of the operations of the grantee under such franchise.

(c) Indemnify and hold harmless the City and its officers from any and all liabilities for damages proximately resulting from any operations under such franchise.

(d) Remove and relocate without expense to the City any facilities installed, used and maintained under the franchise if and when made necessary by any lawful change of grade, alignment or width of any public street, way, alley or place, including the construction of any subway or elevated transit facilities, or if the public health, comfort, welfare, convenience, or safety so demands.

(e) Pay to the City during the life of the franchise a percentage, to be specified in the grant, of the gross annual receipts of the grantee within the limits of the City, or such other compensation as the City Council may prescribe in the grant.

ARTICLE XIV - MISCELLANEOUS

Section 1400. DEFINITIONS. Unless the provision or the context otherwise requires, as used in this Charter:

(a) "Shall" is mandatory, and "may" is permissive.

(b) "City" is the City of Bell and "department," "board," "commission," "agency," "officer," or "employee," is a department, board, commission, agency, officer or employee as the case may be, of the City of Bell.

(c) "County" is the County of Los Angeles.

(d) "Domicile" means that place where a person has a true, fixed and permanent home and principal establishment, and to which whenever absent has the intention of returning.

(e) "State" is the State of California.

(f) "State Constitution" is the Constitution of the State of California.

(g) "Voter" is a registered voter.

(h) The masculine, feminine, or neuter gender, and the singular or plural number shall be deemed to include the others whenever the context so indicates.

Section 1401. VIOLATIONS. The violation of any provision of this Charter shall be a misdemeanor and shall be punishable per State law.

Section 1402. VALIDITY. If any provision of this Charter or the application thereof to any person or circumstance is held invalid, the remainder of the Charter, and the application of such provision to other persons or circumstances, shall not be affected thereby.

Section 1403. AMENDMENTS. Except as otherwise provided in this Charter, any amendment of this Charter shall be made pursuant to and in accordance with the applicable provisions of the State Constitution.

Any amendment of this Charter on the same subject matter shall not be voted upon twice within any 12-month period at any special or general municipal election.

We do further certify and declare that the foregoing constitutes a true and correct statement of the actions and proceedings taken by the City of Bell and the City council of said City, in the matter of framing, proposal and submission of said Charter for the government of the City of Bell, and in the calling, voting upon, and canvassing the returns and declaring the results of said election.

IN WITNESS WHEREOF, we have hereunto set our signatures and hereto affixed the seal of the City of Bell, this 3rd day of January 2006.

George Mirabal. Mayor
City of Bell

Attest:
City Clerk
City of Bell

Rebecca Valdez

OFFICIAL SEAL
REBECCA VALDEZ
CITY CLERK
BELL, CALIFORNIA
[insert seal]