City Council Agenda

Regular Meeting

Bell City Council

Wednesday, November 7, 2012

5:00 P.M. Closed Session
7:00 P.M. Regular Meeting

Bell Community Center
6250 Pine Avenue

Ali Saleh
Mayor

Violeta Alvarez
Mayor Pro-Tem

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

November 7, 2012

5:00 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) PUBLIC EMPLOYEE PERFORMANCE EVALUATION pursuant to Government Code Section 54957.
   Employee: City Manager

   b) 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*

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

   d) CONFERENCE WITH LEGAL COUNSEL- In the Matter of the Statement of Issues Against: Robert Rizzo, petitioner and City of Bell, respondent, CalPERS Case No. 2011-0774, OAH No. 2012020199

   e) 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.

Presentation

Special Thanks to All of the Sponsors for our 85th Birthday Celebration and Presentation by the Bell Sapphires.

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 item No. 2

2. Approval of General Warrants, Successor Agency to the Bell Community Redevelopment Agency Warrants and Community Housing Authority Warrants dated November 7, 2012. *(Council/Successor Agency to the Bell Community Redevelopment Agency /Bell Community Housing Authority)*

Business Calendar

3. Consideration of Election Services for the March 5, 2013 General Municipal Election. *(Council)*

Recommendation:

A) 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.

Or

B) Adopt Resolution No. 2012-78 Requesting the Los Angeles County Board of Supervisors Direct and Authorize the Registrar-Recorder/County Clerk for the County of Los Angeles to Administer, Manage and Oversee the City of Bell's March 5, 2013 General Municipal Election.

RESOLUTION NO. 2012-78: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BELL, CALIFORNIA, REQUESTING THE BOARD OF SUPERVISORS OF THE COUNTY OF LOS ANGELES TO ADMINISTER, MANAGE AND OVERSEE THE CITY OF BELL'S GENERAL MUNICIPAL ELECTION TO BE HELD ON TUESDAY, MARCH 5, 2013.

4. Consideration of Environmentally Preferable Purchasing and Practices Policy and Approve Submittal of Application for CalRecycle Grant. *(Council)*

Recommendation: Adopt two resolutions: one approving the Environmentally Preferable Purchasing and Practices Policy, and another approving the application for a grant from the California Department of Resources Recycling and Recovery (CalRecycle) Rubberized Pavement Grant Program (Grant) and authorizing the City Manager to execute any documents related to the program.

RESOLUTION NO. 2012-75: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BELL APPROVING THE ENVIRONMENTALLY PREFERABLE PURCHASING AND PRACTICES POLICY.

RESOLUTION NO. 2012-76: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BELL AUTHORIZING SUBMITTAL OF APPLICATION FOR CALRECYCLE GRANTS AND AUTHORIZING THE CITY MANAGER TO EXECUTE GRANT RELATED DOCUMENTS.

5. Consideration of Resolution Regarding the Employee Pick Up of PERS Contributions. *(Council)*

Recommendation: Adopt the resolution that provides that all members of the Executive Management team be responsible for paying the full eight percent (8%) employee contribution to the California Public Employees Retirement System (CalPERS).

RESOLUTION NO. 2012-79: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BELL, CALIFORNIA, AMENDING THE CITY'S CALPERS EMPLOYER PAID MEMBER CONTRIBUTIONS FOR THE CHIEF ADMINISTRATIVE OFFICER AND ALL DEPARTMENT HEADS.

6. Consideration of Special Event Sales Permits and Temporary Advertising Devices. *(Council)*

Recommendation: Consider a no-fee special event sales permit for businesses and direct staff to prepare an ordinance regarding special event sales and temporary advertising devices to be considered by the City Council at its next regular meeting.

7. Consideration of Reducing City's Plan Check and Building Permit Fees. *(Council)*

Recommendation: Consider reducing the City's plan check and building permit fees and direct staff to prepare and ordinance, reflecting those changes, to be considered by the City Council at its next regular meeting.

8. Fiscal Year 2012-2013 Financial Status Report as of August 31, 2012. *(Council)*

   Recommendation: Receive and file.

9. Report on Status of Litigation: Conclusion of Fiscal Year 2011-2012. *(Council)*

   Recommendation: Receive and file.

10. Consideration of Subdivision Agreement for Parcel Map 71920 located on the north side of Bandini Boulevard between Pennington Way and Yeager Way – First Industrial, L.P., a Delaware limited partnership. *(Council)*

    Recommendation: Authorize the City Manager to execute a subdivision agreement for grading, demolition and drainage improvements for Parcel Map 71920 between the City of Bell and First Industrial, L.P., a Delaware limited partnership.

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, Tuesday, November 20, 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 31, 2012, at least seventy-two (72) hours prior to the meeting as required by law.

Rebecca Valdez, CMC
City Clerk

SPECIAL MEETING OF THE

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

November 7, 2012

5:00 P.M. Closed Session
7:00 P.M. Regular Meeting

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CLOSED SESSION	1(a-e)	N/A
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General

Warrants
(10/18-31/12)

City Council
Meeting of
November 7, 2012

CHECK NO	DATE	BATCH	VENDOR/DESCRIPTION	AMOUNT
50824	10/18/12	121101	IN-N-OUT BURGER DEPOSIT-FOOD SVCS-11/11/12	500.00
50825	10/18/12	121101	MARIACHI DIVAS, INC. DEPOSIT-PERFORMANCE 11/11/12	900.00
50826	10/18/12	121101	PARADIGM DEPOSIT-PERFORMANCE 11/11/12	5,000.00
50827	10/18/12	121101	AUNTIE CREATIVE CONSULTANTS DEP-SOUND SYSTEM SVCS-11/11/12	3,615.78
50828	10/18/12	121101	WELLS FARGO BANK W.C. ACCT REPLENISH CK#6776-86 W.C. ACCT REPLENISH CK#6787-06	16,342.42
50829	10/24/12	121101	CITY OF BELL PAYROLL FUND PAYROLL DEPOSIT-PAY 10/26/12	243,471.03
50830	10/24/12	121101	VOID VOID-TEST PRINT	0.00
50831	10/24/12	121101	AT&T TELEPHONE BILLING-9/2-10/1/12 6330 PINE AVE-C.H. TELEPHONE BILLING-9/2-10/1/12 MTA EQUIPMENT/SVCS @ BELL P.D. TELEPHONE BILLING-9/2-10/1/12 MTA EQUIPMENT/SVCS @ C.H.	3,869.18
50832	10/24/12	121101	AT&T-LONG DISTANCE TELEPHONE BILLING-8/30-10/2 VARIOUS LONG DISTANCE ACCOUNTS	38.09
50833	10/24/12	121101	CALIFORNIA WATER SERVICE WATER BILLING-8/29-10/1/12 BNDNI-AMLAERHT AVE WATER BILLING-8/29-10/1/12 RICKBKE & EASTERN	472.27
50834	10/24/12	121101	CITY OF HUNTINGTON PARK WATER BILLING-9/5-10/8/12 CARMELITA & RANDOLPH	21.59
50835	10/24/12	121101	CONSOLIDATED DISPOSAL SRVS#902 WASTE SVCS-7/1-10/31/12 6330 PINE AVE-C.H.	385.00
50836	10/24/12	121101	GOLDEN STATE WATER COMPANY WATER BILLING-8/27-9/27/12 5320 GAGE AVE WATER BILLING-8/27-9/27/12 4200 GAGE AVE WATER BILLING-8/27-9/27/12	7,842.54

CHECK NO	DATE	BATCH	VENDOR/DESCRIPTION	AMOUNT
			4377 GAGE AVE WATER BILLING-8/27-9/27/12 6301 CLARKSON AVE WATER BILLING-8/27-9/27/12 ATLANTIC & GAGE WATER BILLING-8/27-9/27/12 6250 PINE AVE WATER BILLING-8/27-9/27/12 3782 GAGE AVE WATER BILLING-8/27-9/27/12 6707 IRR BEAR AVE WATER BILLING-8/27-9/27/12 FLORENCE AVE & CHANSLOR WATER BILLING-8/27-9/27/12 6707 BEAR AVE WATER BILLING-8/27-9/27/12 6500 FP WILCOX AVE WATER BILLING-8/27-9/27/12 6526 WILCOX AVE WATER BILLING-8/27-9/27/12 RIVER DR/SOUTHALL LN WATER BILLING-8/27-9/27/12 6420 WILCOX AVE	
50837	10/24/12	121101	GOLDEN STATE WATER COMPANY WATER BILLING-8/27-9/27/12 6330 PINE AVE WATER BILLING-8/27-9/27/12 4460 GAGE AVE WATER BILLING-8/27-9/27/12 6702 FP ORCHARD WATER BILLING-8/27-9/27/12 ATLANTIC & BECK WATER BILLING-8/27-9/27/12 4403 GAGE AVE WATER BILLING-8/27-9/27/12 6330 PINE AVE WATER BILLING-8/27-9/27/12 FLORENCE & WALKER WATER BILLING-8/27-9/27/12 6707 FP BEAR AVE WATER BILLING-8/27-9/27/12 5234 GAGE AVE	2,407.92
50838	10/24/12	121101	SMART & FINAL BAGS OF CANDY-SPOOKFEST 10/27	2,004.47
50839	10/24/12	121101	SOUTHERN CALIFORNIA EDISON ELECTRICAL BILLING-9/1-10/1/12 6330 PINE AVE ELECTRICAL BILLING-8/31-10/2 6590 WILCOX PED ELECTRICAL BILLING-9/12-10/15 4400 GAGE AVE ELECTRICAL BILLING-9/13-10/16	2,507.22

CHECK NO	DATE	BATCH	VENDOR/DESCRIPTION	AMOUNT
			6901 1/2 RIVER DR ELECTRICAL BILLING-9/12-10/15 6510 CLARKSON AVE ELECTRICAL BILLING-9/12-10/15 6800 OTIS TC1	
50840	10/24/12	121101	WELLS FARGO BANK W.C. ACCT REPLENISH CK#6807-23	6,770.92
50841	10/24/12	121101	WRIGHT EXPRESS FSC GAS CONSUMPTION-8/31-9/27/12 BELL P.D.	8,663.85
50842	10/31/12	121101	VOID VOID-TEST PRINT	0.00
50843	10/31/12	121101	VOID VOID-TEST PRINT	0.00
50844	10/31/12	121101	AT&T TELEPHONE BILLING-10/7-11/6/12 BELL P.D.	64.06
50845	10/31/12	121101	THE GAS COMPANY GAS BILLING-9/11-10/9/12 4357 GAGE AVE-SK8 PARK GAS BILLING-9/11-10/10/12 6704 ORCHARD AVE-LB PARK	50.87
50846	10/31/12	121101	SOUTHERN CALIFORNIA EDISON ELECTRICAL BILLING-9/17-10/18 4357 GAGE AVE-SK8 PARK	1,208.26
50847	10/31/12	121101	WELLS FARGO BANK W.C. ACCT REPLENISH CK#6824-43	6,748.50
50848	10/31/12	121102	ADMIN SURE WORKER'S COMP SVCS-NOV'12	1,900.00
50849	10/31/12	121102	ADVANCED ACCESS SYSTEMS, INC. GATE MAINT-BELL P.D.	92.61
50850	10/31/12	121102	ALBERTINA MAGDALENO TRUST REFUND-PROP TAX BILL 2011 SANITATION/SEWER-4007 BELL AVE	379.09
50851	10/31/12	121102	IRMA ALVAREZ REFUND-HALL DEPOSIT 10/6/12	300.00
50852	10/31/12	121102	AMERICAN GUARD SERVICES, INC. CROSSING GUARD SVCS-SEP'12	7,208.62
50853	10/31/12	121102	AMERICAN PAPER PLASTIC JANITORIAL SUPPLIES-CITY YARD JANITORIAL SUPPLIES-CITY YARD	8,038.82

CHECK NO	DATE	BATCH	VENDOR/DESCRIPTION	AMOUNT
50854	10/31/12	121102	AMERICAN SOCCER COMPANY, INC. SOCCER UNIFORMS	189.77
50855	10/31/12	121102	AULA ATHLETIC CLUB REFEREE SVCS-9/19-10/2/12 REFEREE SVCS-10/3-17/12	3,410.00
50856	10/31/12	121102	AUNTIE CREATIVE CONSULTANTS BAL-SOUND SYSTEM SVCS-11/11/12	3,615.78
50857	10/31/12	121102	AZTECA LANDSCAPE LANDSCAPE MAINT-SEP'12 MEDIANS & SLOPES LANDSCAPE MAINT-SEP'12 VETERANS PARK LANDSCAPE MAINT-OCT'12 MEDIANS & SLOPES LANDSCAPE MAINT-OCT'12 VETERANS PARK	12,800.00
50858	10/31/12	121102	ISABELLA BARRAGAN REFUND-BALLET/M. RUIZ	25.00
50859	10/31/12	121102	BAXTER'S FRAME WORKS AND CUSTOM FRAME-S. BELCHER	244.48
50860	10/31/12	121102	BAY ALARM COMPANY ALARM SVC CHARGES-10/1-11/1/12 VARIOUS LOCATIONS ALARM SVC CHARGES-11/1-12/1/12 VARIOUS LOCATIONS	760.00
50861	10/31/12	121102	BELL SERVICE CENTER VARIOUS REPAIRS-UNIT #43 REMOVE/REPLACE-DRIVE SHAFT/ LUBE/OIL/FILTER LUBE/OIL/FILTER-UNIT#1227 VARIOUS REPAIRS-UNIT #3 TIRES/LUBE/OIL/FILTER VARIOUS REPAIRS-UNIT #356 MOUNT TIRES REPLACE REAR BRAKE PADS REPLACED REAR SEAT LUBE/OIL/FILTER-UNIT #344 LUBE/OIL/FILTER-UNIT #1217 VARIOUS REPAIRS-PARKING LUBE/OIL/FILTER REPLACE STROBE LIGHT VARIOUS REPAIRS-UNIT #344 POWER STEERING REPLACED CODE 3 LIGHTS REPAIRED LUBE/OIL/FILTER-UNIT #624 VARIOUS REPAIRS-UNIT #361 LUBE/OIL/FILTER	2,586.28

CHECK NO	DATE	BATCH	VENDOR/DESCRIPTION	AMOUNT
			REAR BRAKE PADS/THERMOSTAT REPAIR ALTERNATOR WIRE	
50862	10/31/12	121102	CATORAN FAMILY TRUST REFUND-PROP TAX BILL 2012 SANITATION/SEWER-6705 RIVER DR	180.08
50863	10/31/12	121102	CHATSWORTH GLOVES INC. LATEX GLOVES-BELL P.D.	216.41
50864	10/31/12	121102	CITY OF INGLEWOOD CITATION PROCESSING-SEP'12	1,345.54
50865	10/31/12	121102	DAILY JOURNAL CORP. HEARING NOTICE-8/31/12 KRAMOS PLAZA DEVELOPMENT HEARING NOTICE-10/8/12 KRAMOS PLAZA DEVELOPMENT	1,342.02
50866	10/31/12	121102	DATAQUICK INFORMATION SYSTEMS DATA INFORMATION-JAN'12 DATA INFORMATION-FEB'12 DATA INFORMATION-MAR'12	225.00
50867	10/31/12	121102	DATASTREAM BUSINESS SOLUTIONS, HP 9000 PROGRAMMING-9/1-30/12 GENERAL LEDGER/PAYROLL	665.00
50868	10/31/12	121102	COUNTY OF LOS ANGELES ANIMAL HOUSING SVCS-SEP'12	10,423.58
50869	10/31/12	121102	DIRECTV SATELLITE SVCS-9/22-10/21/12	42.99
50870	10/31/12	121102	DISCOUNT TWO-WAY RADIO CORP. TWO-WAY RADIO PACKAGE-C.CTR	2,164.13
50871	10/31/12	121102	ADRIANA DORADO REFUND-HALL DEPOSIT 10/20/12	600.00
50872	10/31/12	121102	DUNN-EDWARDS CORP. PAINT SUPPLIES-HANDYMAN PROGRM 4867 BECK AVE-V. INGRAM PAINT SUPPLIES-C.CTR PAINT SUPPLIES-HANDYMAN PROGRM 4867 BECK AVE-V. INGRAM PAINT SUPPLIES-HANDYMAN PROGRM 4867 BECK AVE-V. INGRAM PAINT SUPPLIES-HANDYMAN PROGRM 4867 BECK AVE-V. INGRAM PAINT SUPPLIES-TECH CENTER PAINT SUPPLIES-HANDYMAN PROGRM 4867 BECK AVE-V. INGRAM	702.34
50873	10/31/12	121102	E.C. CONSTRUCTION CO	22,589.63

CHECK NO	DATE	BATCH	VENDOR/DESCRIPTION	AMOUNT
			FLORENCE AVE ST RESURFACING RETENTION PAYMENT FLORENCE AVE ST RESURFACING	
50874	10/31/12	121102	CESAR ELIAS REFUND-PARKING CIT #100031833	55.50
50875	10/31/12	121102	ELITE SPECIAL EVENTS HALLOWEEN EVENT-10/27/12 GENERATOR-HALLOWEEN EVNT-10/27	875.00
50876	10/31/12	121102	ENTENMANN-ROVIN CO. BADGES-BELL P.D.	541.47
50877	10/31/12	121102	NORDIS PARENTE 4 COLORS BUS CARDS-PAMELA W. 500 BUSINESS CARDS-J. PEREZ BUSINESS CARDS J. SIFUENTES/J. SANCHEZ NCR FORMS-VETS PK	358.89
50878	10/31/12	121102	FEDERAL EXPRESS DELIVERY SVCS-A. MIRANDA DELIVERY SVCS-Y. PARK DELIVERY SVCS-D. WILLMORE	312.93
50879	10/31/12	121102	FORENSIC NURSE SPECIALISTS, INC SEXUAL ASSAULT EXAM-BELL P.D.	650.00
50880	10/31/12	121102	G4S SECURE SOLUTIONS (USA)INC. CUSTODIAL SVCS-SEP'12	16,334.98
50881	10/31/12	121102	HUNTINGTON PARK RUBBER ENGRAVED NAMEPLATE-T. HENSHAW	15.44
50882	10/31/12	121102	IAPE SUBSISTENCE-12/4-5/12 S. SALAS TUITON-12/4-5/12 S. SALAS	370.00
50883	10/31/12	121102	IN-N-OUT BURGER MIN BAL-FOOD SVCS-11/11/12	3,650.00
50884	10/31/12	121102	INTERWEST CONSULTING GROUP INC PROF SVCS-8/1-31/12 BUILDING & SAFETY PLAN REVIEW	114.80
50885	10/31/12	121102	ART JIMENEZ LODGING-11/15-17/12 SUBSISTENCE-11/15-17/12 AIR TRAVEL-10/11-13/12	690.84
50886	10/31/12	121102	JOBS AVAILABLE INC. ADMINISTRATIVE SPECIALIST CONTRACTS & FACILITIES MGR	577.50

CHECK NO	DATE	BATCH	VENDOR/DESCRIPTION	AMOUNT
50887	10/31/12	121102	KELDON PAPER COMPANY PAPER-BELL P.D.	733.03
50888	10/31/12	121102	LA COUNTY SHERIFF DEPT. FOOD SVCS/CUSTODY-BELL P.D. FOOD SVCS/CUSTODY-BELL P.D.	871.65
50889	10/31/12	121102	LETY'S CITY OF BELL FLORIST TANK-HALLOWEEN EVENT 10/27/12	200.00
50890	10/31/12	121102	EDITH LOPEZ REFUND-HALL DEPOSIT 10/16/12	600.00
50891	10/31/12	121102	LOS ANGELES CABLE TELEVISION PRODUCTION SVCS-8/1 & 8/15/12	500.00
50892	10/31/12	121102	MACIAS GINI & O'CONNELL LLP PROFESSIONAL SVCS-SEP'12 AUDIT FINANCIAL STATEMENTS	5,940.00
50893	10/31/12	121102	MAD HAUS CREATIVE, INC. WEB UPDATES-JULY'12	127.50
50894	10/31/12	121102	MARIACHI DIVAS, INC. BALANCE-PERFORMANCE 11/11/12	900.00
50895	10/31/12	121102	ANTHONY MIRANDA REIMB-HOTEL PKING-9/29-10/3/12 REIMB-CON CTR PKING 9/29-10/3 REIMB-TUITION-2/16/12	236.00
50896	10/31/12	121102	LUIS MONTEJANO REFUND-PARKING CITE#100031833	361.50
50897	10/31/12	121102	MUNICIPAL COURT SOUTHEAST COUNTY SURCHARGE-SEP'12 COURTHOUSE CONST FD-GC 76100 COUNTY SURCHARGE-AUG'12 COURTHOUSE CONST FD-GC76100 COUNTY SURCHARGE-AUG'12 CJF CONST FD-GC 76101 STATE SURCHARGE-AUG'12 I&CNF CONST FD-GC 70372b COUNTY SURCHARGE-SEP'12 CJF CONST FD-GC 76101 STATE SURCHARGE-AUG'12 CF CONST FD-GC 70372b COURT FD-GC 70000.3 STATE SURCHARGE-SEP'12 I&CNF CONST FD-GC 70372b STATE SURCHARGE-SEP'12 CF CONST FD-GC 70372b COURT FD-GC 70000.3/SEP'12 COUNTY/STATE-SEP'12	19,137.15

CHECK NO	DATE	BATCH	VENDOR/DESCRIPTION	AMOUNT
			HANDICAP STATE LINKAGE FEE PC 1465.5 STATE SHARE-SEP'12 PARKING REGISTRATION & EQUIP VIOLATIONS VC 40225d COUNTY SURCHARGE-JUL'12 COURTHOUSE CONST FD-GC 76100 COUNTY SURCHARGE-JUL'12 CJF CONST FD-GC 76101	
50898	10/31/12	121102	MUNICIPAL COURT SOUTHEAST STATE SURCHARGE-JUL'12 I&CNF CONST FD-GC 70372b STATE SURCHARGE-JUL'12 CF CONST FD-GC 70372b COURT FD-GC 70000.3 STATE SHARE-JUL'12 PARKING REGISTRATION & EQUIP VIOLATIONS VC 40225d COUNTY/STATE-JUL'12 HANDICAP STATE LINKAGE FEE PC 1465.5 STATE SHARE-AUG'12 PARKING REGISTRATION & EQUIP VIOLATIONS VC 40225d COUNTY/STATE-AUG'12 HANDICAP STATE LINKAGE FEE	13,707.86
50899	10/31/12	121102	NEXTEL COMMUNICATIONS CELLULAR BILLING-9/2-10/1/12 BCHA/BELL P.D.	244.28
50900	10/31/12	121102	NORTH STAR GRAPHICS FRONT DOOR SIGNAGE-BELL P.D.	309.94
50901	10/31/12	121102	OCE IMAGISTICS INC. COPIER MAINT/SUPPLIES-SEP'12 CAMP LITTLE BEAR PK COPIER MAINT/SUPPLIES-SEP'12 COMMUNITY CENTER COPIER MAINT/SUPPLIES-AUG'12 BELL P.D. COPIER MAINT/SUPPLIES-SEP'12 BELL P.D. COPIER MAINT/USAGE-SEP'12 BELL P.D.	157.90
50902	10/31/12	121102	ORANGE COUNTY SHERIFF'S DEPT TUITION-12/4/12 J.G, J.B.	70.00
50903	10/31/12	121102	ELPIDIO ORTIZ REFUND-WASTE MGMT PLAN DEPOSIT	1,160.00
50904	10/31/12	121102	MARIA PEREZ REFUND-PARKING CIT #100033771	56.50

CHECK NO	DATE	BATCH	VENDOR/DESCRIPTION	AMOUNT
50905	10/31/12	121102	PHOTOS BY RAY PHOTOGRAPHY SERVICES-11/11/12	225.00
50906	10/31/12	121102	PLAN REVIEW CONSULTANTS, INC. PLAN REVIEW SVCS-PC#45755 #45891,45893,45961,46026 #46035	1,360.47
50907	10/31/12	121102	QUICK DISPENSE MISC SUPPLIES-C. HALL	117.92
50908	10/31/12	121102	QUILL CORPORATION OFFICE SUPPLIES-BELL P.D. OFFICE SUPPLIES-BELL P.D. OFFICE SUPPLIES-PARKS&REC OFFICE SUPPLIES-BUILDING&SFTY OFFICE SUPPLIES-PARKS&REC OFFICE SUPPLIES-BUILDING&SFTY OFFICE SUPPLIES-BELL P.D. OFFICE SUPPLIES-BELL P.D. OFFICE SUPPLIES-FINANCE OFFICE SUPPLIES-FINANCE	1,248.37
50909	10/31/12	121102	RECALL SECURE DESTRUCTION SHREDDING SVCS-P.D.	1,494.45
50910	10/31/12	121102	ROSE CLEANERS & LAUNDRY BLANKET CLEANING SVCS BELL P.D. -SEP'12	148.00
50911	10/31/12	121102	MARK SANCHEZ SUBSISTENCE-10/11-12/12	30.00
50912	10/31/12	121102	SCOTT COMPANY DRUG TESTING DRUG TEST-P.D.	24.85
50913	10/31/12	121102	SEISMONS, INC. BALANCE-PERFORMANCE 11/11/12	5,000.00
50914	10/31/12	121102	ROBERT SEVERSON PROF SVCS-10/8-12/12 PROF SVCS-10/15-19/12	1,575.00
50915	10/31/12	121102	SGX MEDIA LOGO RE-CREATE FORMAT MEDIA WALL DESIGN/STAND	865.66
50916	10/31/12	121102	SOUTHEAST COMMUNITY COMPUTER TRAINING-SEP'12 LAPTOP CART-LB PARK	11,982.48
50917	10/31/12	121102	SPARKLETTS WATER EQUIP RENTAL BAL-C.H. WATER EQUIP RENTAL BAL-P.D.	4,775.34

CHECK NO	DATE	BATCH	VENDOR/DESCRIPTION	AMOUNT
			WATER EQUIP RENTAL BAL-P. D.	
50918	10/31/12	121102	STANLEY PEST CONTROL CO PEST CONTROL SVCS-09/12 3700 GAGE AVE PEST CONTROL SVCS-09/12 6707 BEAR AVE PEST CONTROL SVCS-09/12 6326-6330 PINE AVE PEST CONTROL SVCS-09/12 6250 PINE AVE PEST CONTROL SVCS-09/12 6326-6330 PINE AVE PEST CONTROL-09/12 4357 GAGE AVE PEST CONTROL SVCS-09/12 6500 WILCOX AVE PEST CONTROL SVCS-09/12 5320 GAGE AVE PEST CONTROL SVCS-09/12 4400 GAGE AVE PEST CONTROL SVCS-09/12 4874 GAGE AVE	396.00
50919	10/31/12	121102	CURTIS STEPHAN RISK MGMT CONTRACT-10/1-22/12	3,482.50
50920	10/31/12	121102	TASER INTERNATIONAL EQUIPMENT-BELL P.D. EQUIPMENT-BELL P.D.	6,257.36
50921	10/31/12	121102	TOSHIBA AMERICA BUSINESS SOLUT COPIER LEASE-NOV'12 C.H.	391.50
50922	10/31/12	121102	U.S. HEALTH WORKS BLOOD ALCOHOL COLLECTION DR#12-2955, DR#12-2966 PHYSICAL-H. VAZQUEZ BLOOD ALCOHOL COLLECTION DR#12-3236, DR#12-3246 DR#12-3251, DR#12-3268 TB TEST PHYSICAL-J. BETTA BLOOD ALCOHOL COLLECTION DR#12-3353, #12-3385, #12-3394 BLOOD ALCOHOL COLLECTION DR#12-3414, DR#12-3419	440.00
50923	10/31/12	121102	UNDERGROUND SERVICE ALERT UNDERGROUND FAX NOTICES-OCT'12	39.00
50924	10/31/12	121102	UNITED SITE SERVICES FENCE RENTAL-9/12-10/9/12 RSAP FENCE RENTAL-10/10-11/6 RSAP	714.36

CHECK NO	DATE	BATCH	VENDOR/DESCRIPTION	AMOUNT
50925	10/31/12	121102	WELLS LOCK & KEY SERVICE CALL-C. CTR FILE CABINET LOCK/4 KEYS SVC CALL/LOCKS REKEY-C. H. 2 KEYS-BELL P. D. N. MARQUEZ LOCKER & SAFE SERVICE CALL-C. CTR CORD PLUG/STORAGE ROOM REKEY KEYS-PARKS/A. P. FILE LOCK/KEYS-BELL P. D. KEYS-BELL P. D. SVC CALL/LOCK REKEY/KEYS-P. D. KEYS/ID KEY-BELL P. D. SVC CALL/LOCKS/KEYS-FINANCE KEY TAGS-BELL P. D. KEYS-BELL P. D.	563.60
50926	10/31/12	121102	WESTERN GLASS RESTORATION GRAFFITI FILM REPLACEMENT	715.00
50927	10/31/12	121102	DOUG WILLMORE TRAVEL REIMB-10/8-10/12 ICMA CONFERENCE	287.45
TOTAL	104 CHECKS			506,926.11
*W0000729	10/19/12	121103	CITY OF BELL PAYROLL FUND FICA & MEDI TAXES-PAY 10/12/12	11,392.99
W0000730	10/22/12	121103	CAL-PUBLIC EMPLOYEE RETIREMENT RTRMNT PAYMENT-PAY OF 10/12/12	69,303.71
W0000731	10/30/12	121103	CAL-PUBLIC EMPLOYEE RETIREMENT RTRMNT PAYMENT-PAY OF 10/26/12	72,356.44
W0000732	10/30/12	121103	CITY OF BELL PAYROLL FUND FICA & MEDI TAXES-PAY 10/26/12	11,155.14
TOTAL	4 WIRES			164,208.28
TOTAL				671,134.39

Successor Agency to the Bell Community Redevelopment Agency

Warrants (10/18-31/12)

City Council Meeting of November 7, 2012

CHECK NO	DATE	BATCH	VENDOR/DESCRIPTION	AMOUNT
5509	10/31/12	121112	VOID VOID-TEST PRINT	0.00
5510	10/31/12	121112	VOID VOID-TEST PRINT	0.00
5511	10/31/12	121112	ROSENOW SPEVACEK GROUP PROF SVCS-9/4-28/12	6,445.00
TOTAL	3 CHECKS			6,445.00

BCHA - Bell Community Housing Authority

Warrants (10/18-31/12)

City Council Meeting of November 7, 2012

CHECK NO	DATE	BATCH	VENDOR/DESCRIPTION	AMOUNT
2083	10/24/12	121121	VOID VOID-TEST PRINT	0.00
2084	10/24/12	121121	VOID VOID-TEST PRINT	0.00
2085	10/24/12	121121	CONSOLIDATED DISPOSAL SRVS#902 WASTE/RECYCLING SVCS-7/1-10/31 6502 FLORA AVE-BCHA WASTE/RECYCLING SVCS-7/1-10/31 6304 KING AVE-BCHA	660.00
2086	10/24/12	121121	THE GAS COMPANY GAS BILLING-9/11-10/9/12 4209 WILCOX AVE/BCHA GAS BILLING-9/11-10/9/12 6633 PINE AVE-LAUNDRY/BCHA GAS BILLING-9/7-10/9/12 6304 KING AVE-LAUNDRY/BCHA	49.19
2087	10/24/12	121121	GOLDEN STATE WATER COMPANY WATER BILLING-8/27-9/27/12 6327 PINE AVE-BCHA WATER BILLING-8/24-9/28/12 6420-B CHANSLOR AVE/BCHA	596.86
2088	10/24/12	121121	SOUTHERN CALIFORNIA EDISON ELECTRICAL BILLING CHANSLOR #B-BCHA	0.47
2089	10/24/12	121131	AT&T TELEPHONE BILLING-9/4-10/3/12 BMHP TELEPHONE BILLING-9/4-10/3/12 FVMHP	309.97
2090	10/24/12	121131	CONSOLIDATED DISPOSAL SRVS#902 WASTE/RECYCLING SVCS-OCT'12 5246 FLORENCE-FVMHP WASTE/RECYCLING SVCS-OCT'12 4874 GAGE AVE-BMHP WASTE/RECYCLING SVCS-OCT'12 FVMHP	5,971.38
2091	10/24/12	121131	THE GAS COMPANY GAS BILLING-9/11-10/10/12 6503 WILCOX AVE/BMHP GAS BILLING-9/10-10/8/12 4874 GAGE AVE-BMHP	703.05
2092	10/24/12	121131	GOLDEN STATE WATER COMPANY WATER BILLING-8/23-9/25/12 4874 GAGE AVE-BMHP WATER BILLING-8/22-9/24/12	10,648.59

CHECK NO	DATE	BATCH	VENDOR/DESCRIPTION	AMOUNT
			4874 GAGE AVE-BMHP	
2093	10/24/12	121131	SOUTHERN CALIFORNIA EDISON ELECTRICAL BILLING-8/30-10/2 4874 GAGE AVE-BMHP ELECTRICAL BILLING-8/30-10/1 4874 GAGE AVE-BMHP	4,565.48
2094	10/24/12	121131	SOUTHERN CALIFORNIA EDISON ELECTRICAL BILLING-8/28-9/27 5246 FLORENCE AVE-FVMHP	9,147.62
2095	10/31/12	121121	VOID VOID-TEST PRINT	0.00
2096	10/31/12	121121	VOID VOID-TEST PRINT	0.00
2097	10/31/12	121121	SOUTHERN CALIFORNIA EDISON ELECTRICAL BILLING-9/18-10/19 6304 KING AVE-BCHA ELECTRICAL BILLING-9/12-10/15 6633 1/2 PINE AVE-BCHA	16.07
2098	10/31/12	121121	SOUTHERN CALIFORNIA EDISON ELECTRICAL BILLING-9/12-10/15 6633 PINE AVE-BCHA	72.80
2099	10/31/12	121131	THE GAS COMPANY GAS BILLING-9/12-10/11/12 5162 FLORENCE AVE-FVMHP GAS BILLING-9/12-10/11/12 5246 FLORENCE AVE-FVMHP	767.85
2100	10/31/12	121122	HECTOR ENRIQUE GIRON LUNA GARDENING SVCS-SEP'12 VARIOUS BCHA PROPERTIES	1,020.00
2101	10/31/12	121122	MEDINA CONSTRUCTION MAINT SVCS-6317 PINE AVE BCHA/PLUMBING-UNCLOG BATHTUB AND SINK MAINT SVCS-6419 PROSPECT AVE BCHA/CONCRETE REPAIR ENTRANCE OF TWO APARTMENTS UPSTAIRS MAINT SVCS-6419 PROSPECT #E BCHA/REPLACE GARAGE DRAINAGE MAINT SVCS-6718 OTIS/BCHA MAINT SVCS-6500 LUCILLE AVE #A BCHA/REPLACE KITCHEN SINK MAINT SVCS-6718 OTIS AVE BCHA/REPAIR 11 DOOR KNOBS MAINT SVCS-6718 OTIS AVE BCHA/REPLACE BACK DOOR #30 INSTALL & PRGRM WATER HEATER	4,653.83

CHECK NO	DATE	BATCH	VENDOR/DESCRIPTION	AMOUNT
			MAINT SVCS-6229 FLORA AVE DEMOLISH & BUILD FRONT CONCRETE STEP MAINT SVCS-4211 OTIS AVE BCHA/CHECK & REPAIR ELECTICITY MAINT SVCS-5107 FILMORE ST BCHA/REPAIR TOILET FLUSHING SYSTEM & UNCLOG BATHTUB MAINT SVCS-6624 FLORA AVE #E BCHA/UNCLOG KITCHEN SINK DRAIN MAINT SVCS-6506 FLORA AVE #D BCHA/REPAIR TOILET MAINT SVCS-6624 FLORA AVE #I BCHA/NEW DOOR/REPLACE WINDOW REPAIR BACK DOOR/CLOSETS/ BATHROOM SINK & FAUCET MAINT SVCS-6229 FLORA AVE BCHA/DEMOLISH AND BUILD BACK DOOR CONCRETE STEP	
2102	10/31/12	121122	MEDINA CONSTRUCTION MAINT SVCS-6624 FLORA #D/BCHA MAINT SVCS-6624 FLORA/BCHA MAINT SVCS-6506 FLORA/BCHA MAINT SVCS-6229 FLORA/BCHA MAINT SVCS-6505 FLORA #D/BCHA MAINT SVCS-6624 FLORA #D/BCHA MAINT SVCS-6420D CHANSLOR/BCHA MAINT SVCS-6220 FLORA/BCHA MAINT SVCS-6624 FLORA #D/BCHA MAINT SVCS-6624 FLORA #E/BCHA MAINT SVCS-5107 FILMORE/BCHA MAINT SVCS-6419 PROSPECT #D BCHA/KITCHEN DRAINAGE SINK MAINT SVCS-6304 KING AVE #D BCHA/UNCLOG KITCHEN SINK MAINT SVCS-6629 FLORA/BCHA	1,744.89
2103	10/31/12	121122	MEDINA CONSTRUCTION MAINT SVCS-6625 FLORA #E/BCHA MAINT SVCS-6304 KING #E/BCHA MAINT SVCS-6624 FLORA/BCHA MAINT SVCS-6624 FLORA #B/BCHA	335.50
2104	10/31/12	121132	AMERICAN PAPER PLASTIC JANITORIAL SUPPLIES-BMHP JANITORIAL SUPPLIES-FVMHP	915.98
2105	10/31/12	121132	FIRST CHOICE MISC SUPPLIES-BMHP MISC SUPPLIES-BMHP MISC SUPPLIES-FVMHP MISC SUPPLIES-BMHP	292.22
2106	10/31/12	121132	MARTHA FONSECA	585.00

CHECK NO	DATE	BATCH	VENDOR/DESCRIPTION	AMOUNT
			CARETAKER SVCS-11/1-30/12 EVENINGS/WEEKENDS-FVMHP	
2107	10/31/12	121132	BETSY GARCIA CARETAKER SVCS-OCT'12 EVENINGS/WEEKENDS-BMHP	585.00
2108	10/31/12	121132	J. BERRY COMPANY, INC. A.C. REPAIR-BMHP	169.69
2109	10/31/12	121132	JAIME MORA LEPE JANITORIAL SVCS-SEP'12 BMHP/FVMHP JANITORIAL SVCS-OCT'12 BMHP/FVMHP	2,160.00
2110	10/31/12	121132	MEDINA CONSTRUCTION MAINT SVCS-5162 FLORENCE/FVMHP SP#56,#M10,#M55/INSTALLATION OF SENSORTO LAMP/TRASH REMOVAL /SP#76 TRIM TREE MAINT SVCS-5162 FLORENCE/FVMHP UNCLOG BATHTUB & WATERING CAN MAINT SVCS-5162 FLORENCE/FVMHP PLUMBING-UNCLOG MENS RESTROOM MAINT SVCS-5162 FLORENCE/FVMHP REMOVAL-THREE POLES W/CHAINS/ LOCATE THE DRAINAGE & GAS LINE MAINT SVCS-5162 FLORENCE/FVMHP APT#D/REPLACEMENT-KITCHEN HOOD /PICK-UP THREE MATTRESSES MAINT SVCS-5162 FLORENCE/FVMHP SP#49/INSTALLATION-THREE YELLOW POST FILL W/CEMENT MAINT SVCS-5162 FLORENCE/FVMHP SP#M47/CHECK GAS LEAK MAINT SVCS-5162 FLORENCE/FVMHP INSTALLATION-RUBBERMAID OUTDOOR TRASH CAN STEEL MAINT SVCS-5162 FLORENCE/FVMHP INSTALL-RUBBERMAID OUTDOOR TRASH CAN STEEL IN LAUNDRY ROOM MAINT SVCS-5162 FLORENCE/FVMHP BUILD JACUZZI EMERGENCY SHUTOFF BUTTON BOX SP#M14/TRIM PALM TREE MAINT SVCS-5162 FLORENCE/FVMHP SP#11/REPAIR TWO LEAKS MAINT SVCS-5162 FLORENCE/FVMHP UNCLOG DRAINAGE #81 MAINT SVCS-5162 FLOREMCE/FVMHP CHECK ALL GAS LINES OF THE LOT WHERE RVS PARK MAINT SVCS-5162 FLORENCE/FVMHP	3,168.00

CHECK NO	DATE	BATCH	VENDOR/DESCRIPTION	AMOUNT
			APT#C/REPAIR BEDROOM FLOOR DAMAGE	
2111	10/31/12	121132	MEDINA CONSTRUCTION MAINT SVCS-5162 FLORENCE/FVMHP SP#185/TERMITE FUMIGATION/ REPAIR HOSE BIBB/LOCATE WATER VALVE MAINT SVCS-4874 GAGE AVE/BMHP SP#185/TERMITE CHECKING MAINT SVCS-4874 GAGE AVE/BMHP MAINT SVCS-4874 GAGE AVE/BMHP MAINT SVCS-4874 GAGE AVE/BMHP MAINT SVCS-4874 GAGE/BMHP MAINT SVCS-5162 FLORENCE/FVMHP SP#M33, #39/REPAIR ELECTRICITY MAINT SVCS-BMHP INSTALLATION OF GAS METER MAINT SVCS-5162 FLROENCE/FVMHP SP#79/INSTALLATION-LAMP POST/ SP#54/REPLACEMENT-POST LAMP/ REPLACEMENT-JACUZZI LAMP MAINT SVCS-5162 FLORENCE/FVMHP UNCLOG DRAINAGE/CLOSED GARDEN VALVE MAINT SVCS-5162 FLORENCE/FVMHP APT#C/APPLICATION OF TOPPING COAT ON WALLS MAINT SVCS-5162 FLORENCE/FVMHP APT#C/SANDING WALLS MAINT SVCS-5162 FLORENCE/FVMHP APT#C/APPLY FIRSY WALL COAT/ SP#M7/REPLACEMENT-WOOD YELLOW POST MAINT SVCS-5162 FLORENCE/FVMHP APT#C/REMOVAL OF SAWDUST/ REPLACEMENT OF ROTTEN WOOD	3,471.28
2112	10/31/12	121132	MEDINA CONSTRUCTION MAINT SVCS-5162 FLORENCE/FVMHP INSTALLATION OF HOSE BIBB MAINT SVCS-5162 FLORENCE/FVMHP SP#167/TREE PRUNE DUE TO BRANCHES MAINT SVCS-4874 GAGE AVE/BMHP MAINT SVCS-5162 FLORENCE/FVMHP SP#51/REPAIR TRAILER DUE TO AVOCADO TREE BRANCH MAINT SVCS-5162 FLORENCE/FVMHP SP#51, #145/BRANCHES-AVOCADO TREE & TREE PRUNE/INSTALLATION OF GAS PIPELINE MAINT SVCS-4874 GAGE AVE/BMHP MAINT SVCS-4874 GAGE AVE/BMHP MAINT SVCS-4874 GAGE AVE/BMHP	3,565.94

CHECK NO	DATE	BATCH	VENDOR/DESCRIPTION	AMOUNT
			REPLACED ELECTRICITY SWITCH CLUBHOUSE SPACE MAINT SVCS-4874 GAGE AVE/BMHP REPLACEMENT-TWO BATHROOM SINK FAUCET/SP#185RELOCATE DRAINAGE LINE/SP#69 UNCLOG DRAINAGE MAINT SVCS-5162 FLORENCE/FVMHP SP#M67, M29 & M48/REPLACEMENT OF THREE POLE LAMPS MAINT SVCS-5162 FLORENCE/FVMHP REMOVAL OF BATHROOM CEILING LAMPS MAINT SVCS-4874 GAGE AVE/BMHP CLUBHOUSE AIR CONDITIONER MAINT SVCS-5162 FLORENCE/FVMHP SP#66/REPLACE WIRE OUTLETS SP#85/TREE TRIMMING	
2113	10/31/12	121132	METERMAN SERVICES, INC METER READING-SEP'12 FVMHP METER READING-SEP'12 BMHP	864.10
2114	10/31/12	121132	SALVADOR B. VEGA REFUND-CLUBHOUSE DEPOSIT 3/11	100.00
TOTAL	32 CHECKS			57,140.76

City of Bell
Agenda Report

DATE: November 7, 2012

TO: Mayor and Members of the City Council

FROM: Rebecca Valdez, City Clerk

APPROVED BY: _____
Doug Willmore, City Manager

SUBJECT: Election Services for the City of Bell's March 5, 2013.

RECOMMENDATION:

It is recommended that the City Council approve the following:

A) An agreement with Martin & Chapman in the amount not to exceed $38,000 for Election Consulting Services, effective October 17, 2012 through June 30, 2013;

Or

B) Adopt Resolution No. 2012-78 Requesting the Los Angeles County Board of Supervisors Direct and Authorize the Registrar-Recorder/County Clerk for the County of Los Angeles to Administer, Manage and Oversee the City of Bell's March 5, 2013 General Municipal Election.

DISCUSSION

A. Martin & Chapman Co. to Provide Election Consulting Services for the March 5, 2013 General Municipal Election

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.

Should the Council decide to approve the agreement with Martin & Chapman, the city would be conducting a standalone election for the March 5, 2013 General Municipal Election. The city would also be consolidating with the City of Los Angeles to conduct the Los Angeles Community College District portion.

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.

All other elections duties would be handled by the Elections Official. The Elections official will work together with Martin & Chapman to ensure that the process is successful and transparent.

B. Requesting the Registrar/Recorder-County Clerk to Administer, Manage and Oversee the city's March 5, 2013 General Municipal Election

The Registrar/Recorder-County Clerk administered, managed and oversaw the city's March 2011 election in which it was very successful. Should the City Council decide to request the Los Angeles County Board of Supervisors to direct and authorize the Registrar/Recorder-County Clerk to administer, manage and oversee the city's March 5, 2013 General Municipal Election, they would perform all the necessary functions, services and task related to the complete and successful conduct of the election. The services would include but not limited to the following:

1. The issuance of all required notices of the election.
2. The administration and management of the candidate nomination and filling process.
3. The provision of all election materials and equipment.
4. The hiring, training, and supervision of poll workers and other election personnel.
5. The printing and distribution of ballot materials.
6. The translation of ballot materials in Spanish or such other languages as may be later be required by law or court order.
7. The collection of submitted ballots.
8. The tallying of votes, canvassing and the certification of election results.

The candidate filling process shall occur in the City of Bell for convenience of residents between the dates of November 13, 2012 and December 7, 2012, but shall also be conducted by the County Registrar, with the cooperation of the City Clerk.

FISCAL IMPACT

The Fiscal Year 2012/2013 budget includes an anticipated expenditure of $42,000 for election expenses.

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.

The estimated cost for the Registrar/Recorded-County Clerk to administer, manage and oversee the election is $200,000. This includes the cost that will be shared with the Los Angeles Community College District. The city can request to work out a payment arrangement after services have been completed.

ATTACHMENTS

1. Agreement for Martin & Chapman Co.
2. Estimated Cost from Martin & Chapman
3. Resolution No. 2012-78
4. Estimated Cost from Registrar/Recorder-County Clerk

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

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- ☐ INDIVIDUAL
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_____
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

RESOLUTION NO. 2012-78

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BELL, CALIFORNIA, REQUESTING THE BOARD OF SUPERVISORS OF THE COUNTY OF LOS ANGELES TO ADMINISTER, MANAGE AND OVERSEE THE CITY OF BELL'S GENERAL MUNICIPAL ELECTION TO BE HELD ON TUESDAY, MARCH 5, 2013.

WHEREAS, a General Municipal Election is to be held in the City of Bell, California, on Tuesday, March 5, 2013; and

WHEREAS, in the course of conduct of the election it is necessary for the City to request services of the County; and

WHEREAS, all necessary expenses in performing these services shall be paid by the City of Bell;
NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF BELL, CALIFORNIA, DOES RESOLVE, DECLARE, DETERMINE AND ORDER AS FOLLOWS:

SECTION 1. That pursuant to the requirements of the Charter, there is called and ordered to be held in the City of Bell, California, on Tuesday, March 5, 2013, a General Municipal Election for the purpose of electing two (2) Members of the City Council for the full term of four years.

SECTION 2. The City Council further requests that the Board of Supervisors of the County of Los Angeles ("Board of Supervisors") direct the Registrar-Recorder/County Clerk for the County of Los Angeles ("County Registrar") to administer, manage and oversee all facets of the City of Bell's March 5, 2013 General Municipal Election and further direct the County Registrar to perform all necessary functions, services and tasks related to the complete and successful conduct of the election; the administration and management of the candidate nomination and filing process; the provision of all election materials and equipment; the hiring, training and supervision of poll workers and other election personnel; the printing and distribution of ballot materials; the translation of ballot materials in Spanish or such other languages as may later be required by law or court order; the collection of submitted ballots; the tallying of votes; canvassing and the certification of election results.

SECTION 3. The foregoing notwithstanding, County Registrar's services shall not include final declaration of the results by the City Council pursuant to Elections Code sections 10262 through 10265.

SECTION 4. The candidate filing process shall occur in the City of Bell for convenience of residents between the dates of November 13, 2012 and December 7, 2012 and shall be conducted by the City Clerk with the support of the County Registrar.

SECTION 5. The polls shall be open at 7:00 a.m. on the day of the elections and shall remain open continuously form that time until 8:00 p.m. of the same day when the polls shall be closed, except as provided in Section 14401 of the California Elections Code.

SECTION 6. Any compensation afforded to precinct board members and other poll

workers pursuant to Elections Code § 12310 shall be in keeping with the rates set forth by the Registrar of Voters for the County of Los Angeles.

SECTION 7. In all particulars not otherwise specifically provided in this Resolution, the Election shall be held and conducted as provided by law for the holding of municipal elections.

SECTION 8. Pursuant to Elections Code section 10002, the City shall reimburse the County Registrar of the County of Los Angeles for costs incurred in providing all of the services, tasks, equipment, materials and personnel required by the County Registrar to administer and conduct the City of Bell's General Municipal Election of March 5, 2013 upon receipt of a bill stating the amount due as determined by the County Registrar or upon such payment terms and conditions as may otherwise by set forth by the County Registrar or the Board of Supervisors.

SECTION 9. This Resolution shall conclusively provide evidence that notice of the time and place of holding the City of Bell's General Municipal Election for Tuesday, March 5, 2013, has been given by the City Council and the County Registrar is authorized, instructed and directed to give further additional notice of the election for Tuesday, March 5, 2013 (including the publication of such notices printed in English and Spanish languages), at the time and in the form and manner required by law.

SECTION 10. This Resolution shall rescind, supersede and take the place of all provisions of all previous and existing Resolutions, orders and policies of the City pertaining to the subject matter to the extent that they conflict with this Resolution, including any conflicting provisions of Resolutions 2012-69, 2012-70, 2012-71 and 2012-73 to the extent they direct the City to consolidate the March 5, 2013 Election with the City of Los Angeles.

SECTION 11. The City Council directs the City Clerk to file a certified copy of this Resolution with the County Registrar and the Board of Supervisors.

SECTION 12. That the City Clerk shall certify to the passage and adoption of this Resolution and enter it into the book of original Resolutions.

PASSED, APPROVED AND ADOPTED ON November 7, 2012.

_____
Ali Saleh, Mayor

APPROVED AS TO FORM:

_____
David Aleshire, City Attorney

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 adopted by the Bell City Council at its regular meeting held on the 7th day of November, 2012, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Rebecca Valdez, CMC, City Clerk

Los Angeles County **REGISTRAR-RECORDER/COUNTY CLERK**

DEAN C. LOGAN
Registrar-Recorder/County Clerk

October 1, 2012

Ms. Rebecca Valdez, City Clerk
City of Bell
6330 Pine Ave.
Bell, CA 90201

ESTIMATED COST FOR MARCH 5, 2013 CITY OF BELL CONSOLIDATED ELECTION WITH LACCD

Dear Ms.Valdez,

The estimated cost for City of Bell to hold a Consolidated Election with LACCD for two offices is $200,000.

The estimated cost is based on the current estimated statistics below: 11,127 registered voters, 2,243 permanent absent voters, 5 precincts, 2 pages per office and 1 other jurisdiction sharing the prorated costs with your City. **Changes in any of these factors and overall election statistics, as well as unanticipated increase in labor rates and/or material/supply costs, will have a significant impact on the final costs.**

If you have any questions or need additional information, please contact Bernice Liang of my staff at (562) 462-2690.

Sincerely,

DEAN C. LOGAN
Registrar-Recorder/County Clerk

Ann Smith

ANN SMITH, Manager
Fiscal Operations

City of Bell
Agenda Report

DATE: November 7, 2012

TO: Mayor and Members of the City Council

FROM: Terry Rodrigue PE, City Engineer

APPROVED BY: _____
Doug Willmore, City Manager

SUBJECT: Approve Environmentally Preferable Purchasing and Practices Policy and Approve Submittal of Application for CalRecycle Grant

RECOMMENDATION

It is recommended that the City Council adopt two resolutions: one approving the Environmentally Preferable Purchasing and Practices Policy, and another approving the application for a grant from the California Department of Resources Recycling and Recovery (CalRecycle) Rubberized Pavement Grant Program (Grant) and authorizing the City Manager to execute any documents related to the program.

BACKGROUND

CalRecycle receives an annual appropriation from the California Tire Recycling Management Fund to administer the Tire Recycling Act. As part of the Act and pursuant to the requirements of SB 369, CalRecycle offers the Grant to encourage the use of waste tire rubber and thereby reduce the landfill disposal and stockpiling of California waste tires. Aside from the environmental benefits, rubberized asphalt is durable, safe and provides a quieter surface than traditional asphalt. Rubberized asphalt has a longer life cycle than conventional asphalt, thereby reducing maintenance costs. The downside of rubberized asphalt is the initial installation cost. The Grant offsets this additional initial cost by reimbursing the City for the differential between the costs of rubberized asphalt versus conventional asphalt.

In order to be eligible for the Grant, the City must adopt an EPPP that conforms to CalRecycle's model policy. The EPPP requires the City to consider purchasing products and services from manufacturers and suppliers that demonstrate a high level of environmental and social responsibility. This EPPP will guide the City's efforts to procure environmentally sustainable products and services. While it may not be possible to always follow the guidelines in the EPPP, the City will make a good faith effort to incorporate these guidelines to the maximum extent

possible in its procurement decisions. This EPPP is designed to be used for purchasing and contracting in support of the operation and management of all City-owned buildings and facilities as well as their components, systems, operations and materials; and for all City programs, events, contractors, and grantees. The EPPP proposed for adoption is included as Attachment 1.

On October 17, 2012 the City approved a Five Year Pavement Management Work Plan, including the list of pavement maintenance projects for the next two years. The following streets in the two year list will benefit from the longer life cycle and reduced noise properties of rubberized asphalt and will be submitted for funding from the Grant:

1. Bell Avenue from Salt Lake Avenue to Bissell Avenue
2. Gage Avenue from Bear Avenue to Heliotrope Avenue.
3. Randolph Street from Atlantic Avenue to Alamo Avenue
4. Heliotrope Avenue from Randolph Street to Gage Avenue
5. King Avenue from Brompton Avenue to Gage Avenue
6. Brompton Avenue from Atlantic Avenue to King Avenue
7. Florence Avenue from Atlantic Avenue to Wilcox Avenue
8. Atlantic Avenue from South of Florence Avenue to Florence Avenue
9. Filmore Street from Wilcox Avenue to River Road
10. Walker Avenue from Gage Avenue to Randolph Street

A map of these street segments is included as Attachment 2.

The requested amount of the Grant of $250,000 will fund the difference in cost between standard asphalt and rubberized asphalt. This amount is the maximum size request allowed by the Grant program. If the Grant application is successful, the design of the Project will incorporate the use of rubberized asphalt. A copy of the Grant application is included as Attachment 3.

In order for the Grant application to be accepted by CalRecycle the City must adopt a resolution approving the EPPP, and another resolution authorizing the City Manager to submit the Grant application and execute any documents related to the Grant. These resolutions are attached.

FISCAL IMPACT

This Project is included within the Pavement Management Workplan that was approved by Council. If the Grant is awarded to the City, the additional cost of $250,000 to the Project for installing rubberized asphalt will be completely funded by the Grant. There is no general fund impact.

ATTACHMENTS

1. Environmentally Preferable Purchasing and Practices Policy
2. Map
3. Grant Application
4. Resolution Approving the EPPP
5. Resolution Authorizing the Grant Application

ENVIRONMENTALLY PREFERABLE PURCHASING AND PRACTICES
CITY OF BELL

1.0 STATEMENT OF POLICY

It is the policy of the City of Bell to:

- institute practices that reduce waste by increasing product efficiency and effectiveness,
- purchase products that minimize environmental impacts, toxics, pollution, and hazards to worker and community safety to the greatest extent practicable, and
- purchase products that include recycled content, are durable and long-lasting, conserve energy and water, use agricultural fibers and residues, reduce greenhouse gas emissions, use unbleached or chlorine free manufacturing processes, are lead-free and mercury-free, and use wood from sustainably harvested forests.

2.0 PURPOSE

This Policy is adopted in order to:

- conserve natural resources,
- minimize environmental impacts such as pollution and use of water and energy,
- eliminate or reduce toxics that create hazards to workers and our community,
- support strong recycling markets,
- reduce materials that are landfilled,
- increase the use and availability of environmentally preferable products that protect the environment,
- identify environmentally preferable products and distribution systems,
- reward manufacturers and vendors that reduce environmental impacts in their production and distribution systems or services,
- create a model for successfully purchasing environmentally preferable products that encourages other purchasers in our community to adopt similar goals.

3.0 SPECIFICATIONS

The City will comply with the following specifications to the maximum extent practicable, without reducing safety, quality, or effectiveness.

3.1 Source Reduction

3.1.1 Whenever practicable and cost-effective the City shall institute practices that reduce waste and result in the purchase of fewer products, without reducing safety or workplace quality. Examples include:

a) Purchase remanufactured products such as laser toner cartridges, tires, furniture, equipment and automotive parts.
b) Consider short-term and long-term costs in comparing product alternatives. This includes evaluation of total costs expected during the time a product is owned, including, but not limited to, acquisition, extended warranties, operation, supplies, maintenance, disposal costs and expected lifetime compared to other alternatives.
c) Purchase products that are durable, long lasting, reusable or refillable.

d) Request vendors to eliminate packaging or use the minimum amount necessary for product protection.
e) Packaging that is reusable, recyclable or compostable is preferred.
f) Encourage vendors to take back and reuse pallets and packaging materials.
g) When electronic equipment is discarded or replaced, including but not limited to computers, monitors, printers, and copiers, it shall be returned to the supplier for reuse or environmentally safe recycling.

3.2 Recycled Content Products

3.2.1 All products purchased by the City for which the United States Environmental Protection Agency (U.S. EPA) has established minimum recycled content standard guidelines, such as those for printing paper, office paper, janitorial paper, construction, landscaping, parks and recreation, transportation, vehicles, miscellaneous, and non-paper office products, shall contain the highest postconsumer content practicable, but no less than the minimum recycled content standards established by the U.S. EPA Guidelines.

3.2.2 Copiers and printers purchased shall be compatible with the use of recycled content products.

3.2.3 In accordance with California Public Contract Code, Sec. 10409, the City shall purchase re-refined lubricating and industrial oil for use in its vehicles and other equipment, as long as it is certified by the American Petroleum Institute (API) as appropriate for use in such equipment.

3.2.4 When specifying asphalt concrete, aggregate base or portland cement concrete for road construction projects, City of Bell shall use recycled, reusable or reground materials when practicable.

3.2.5 The City shall specify and purchase recycled content transportation products, including signs, cones, parking stops, delineators, and barricades.

3.2.6 All pre-printed recycled content papers intended for distribution that are purchased or produced shall contain a statement that the paper is recycled content.

3.3 Energy and Water Savings

3.3.1 Where applicable, energy-efficient equipment shall be purchased with the most up-to-date energy efficiency functions. This includes, but is not limited to, high efficiency space heating systems and high efficiency space cooling equipment.

3.3.2 When practicable, the City shall replace inefficient lighting with energy-efficient equipment.

3.3.3 All products purchased by City of Bell and for which the U. S. EPA Energy Star certification is available shall meet Energy Star certification, when practicable. When Energy Star labels are not available, choose energy-efficient products that are in the upper 25% of energy efficiency as designated by the Federal Energy Management Program.

3.3.4 City of Bell shall purchase water-saving products whenever practicable.

3.4 Green Building - Construction and Renovations

3.4.1 All building and renovations undertaken by the City shall follow Green Building practices for design, construction, and operation, where appropriate, as described in the LEED™ Rating System.

3.5 Landscaping

3.5.1 All landscape renovations, construction and maintenance by the City, including workers and contractors providing landscaping services for the City, shall employ sustainable landscape management techniques for design, construction and maintenance whenever possible, including, but not limited to, integrated pest management, grasscycling, drip irrigation, composting, and procurement and use of mulch and compost that give preference to those produced from regionally generated plant debris and/or food waste programs.

3.5.2 Plants should be selected to minimize waste by choosing species for purchase that are appropriate to the microclimate, species that can grow to their natural size in the space allotted them, and perennials rather than annuals for color. Native and drought-tolerant plants that require no or minimal watering once established are preferred.

3.5.3 Hardscapes and landscape structures constructed of recycled content materials are encouraged. The City shall limit the amount of impervious surfaces in the landscape, wherever practicable. Permeable substitutes, such as permeable asphalt or pavers, are encouraged for walkways, patios and driveways.

3.6 Toxics and Pollution

3.6.1 To the extent practicable, no cleaning or disinfecting products (i.e. for janitorial or automotive use) shall contain ingredients that are carcinogens, mutagens, or teratogens. These include chemicals listed by the U.S. EPA or the National Institute for Occupational Safety and Health on the Toxics Release Inventory and those listed under Proposition 65 by the California Office of Environmental Health Hazard Assessment.

3.6.2 The use of chlorofluorocarbon-containing refrigerants, solvents and other products shall be phased out and new purchases shall not contain them.

3.6.3 All surfactants and detergents shall be readily biodegradable and, where practicable, shall not contain phosphates.

3.6.4 When maintaining buildings and landscapes, the City shall manage pest problems through prevention and physical, mechanical and biological controls. The City may either adopt and implement an organic pest management policy and practices or adopt and implement an Integrated Pest Management (IPM) policy and practices using the least toxic pest control as a last resort.

3.6.5 When maintaining buildings, the City shall use products with the lowest amount of volatile organic compounds (VOCs), highest recycled content, and low or no formaldehyde when purchasing materials such as paint, carpeting, adhesives, furniture and casework.

3.6.6 The City shall reduce or eliminate its use of products that contribute to the formation of dioxins and furans. This includes, but is not limited to:

- Purchasing paper, paper products, and janitorial paper products that are unbleached or that are processed without chlorine or chlorine derivatives, whenever possible.

- Prohibiting purchase of products that use polyvinyl chloride (PVC) such as, but not limited to, office binders, furniture, flooring, and medical supplies whenever practicable.

3.6.7 The City shall purchase products and equipment with no lead or mercury whenever possible. For products that contain lead or mercury, the City shall give preference to those products with lower quantities of these metals and to vendors with established lead and mercury recovery programs.

3.6.8 When replacing vehicles, the City shall consider less-polluting alternatives to diesel such as compressed natural gas, biobased fuels, hybrids, electric batteries, and fuel cells, as available.

3.7 Forest Conservation

3.7.1 To the greatest extent practicable, the City shall not procure wood products such as lumber and paper that originate from forests harvested in an environmentally unsustainable manner. When possible, the City shall give preference to wood products that are certified to be sustainably harvested by a comprehensive, performance-based certification system. The certification system shall include independent third-party audits, with standards equivalent to, or stricter than, those of the Forest Stewardship Council certification.

3.8 Agricultural Bio-Based Products

3.8.1 Vehicle fuels made from non-wood, plant-based contents such as vegetable oils are encouraged whenever practicable.

3.8.2 Paper, paper products and construction products made from non-wood, plant-based contents such as agricultural crops and residues are encouraged whenever practicable.

4.0 PRIORITIES

4.1 The health and safety of workers and citizens is of utmost importance and takes precedence over all other policies.

4.2 The City has made significant investments in developing a successful recycling system and recognizes that recycled content products are essential to the continuing viability of that recycling system and for the foundation of an environmentally sound production system. Therefore, to the greatest extent practicable, recycled content shall be included in products that also meet other specifications, such as chlorine free or bio-based.

4.3 Nothing contained in this policy shall be construed as requiring a department, purchaser or contractor to procure products that do not perform adequately for their intended use, exclude adequate competition, or are not available at a reasonable price in a reasonable period of time.

4.4 Nothing contained in this policy shall be construed as requiring the City, department, purchaser or contractor to take any action that conflicts with local, state or federal requirements.

5.0 IMPLEMENTATION

5.1 The Director of Finance shall implement this policy in coordination with other appropriate jurisdiction personnel.

5.2 Successful bidders shall certify in writing that the environmental attributes claimed in competitive bids are accurate. In compliance with State law, vendors shall be required to specify the minimum or actual percentage of recovered and postconsumer material in their products, even when such percentages are zero.

5.3 Upon request, buyers making the selection from competitive bids shall be able to provide justification for product choices that do not meet the environmentally preferable purchasing criteria in this policy.

5.4 Vendors, contractors and grantees shall be encouraged to comply with applicable sections of this policy for products and services provided to the City, where practicable.

6.0 PROGRAM EVALUATION

6.1 The Director of Finance shall periodically evaluate the success of this policy's implementation.

7.0 DEFINITIONS

7.1 "Agricultural Bio-Based Products" means commercial or industrial products (other than food or feed) that utilize agricultural crops or residues but does not include products made from forestry materials.

7.2 "Buyer" means anyone authorized to purchase or contract for purchases on behalf of this jurisdiction or its subdivisions.

7.3 "Chlorine free" means products processed without chlorine or chlorine derivatives.

7.4 "Contractor" means any person, group of persons, business, consultant, designing architect, association, partnership, corporation, supplier, vendor or other entity that has a contract with the City or serves in a subcontracting capacity with an entity having a contract with the City for the provision of goods or services.

7.5 "Dioxins and furans" are a group of chemical compounds that are classified as persistent, bioaccumulative, and toxic by the Environmental Protection Agency.

7.6 "Energy Star" means the U.S. EPA's energy efficiency product labeling program.

7.7 "Energy Efficient Product" means a product that is in the upper 25% of energy efficiency for all similar products, or that is at least 10% more efficient than the minimum level that meets Federal standards.

7.8 "Federal Energy Management Program" is a program of the Department of Energy that issues a series of *Product Energy Efficiency Recommendations* that identify recommended efficiency levels for energy-using products.

7.9 The "Forest Stewardship Council" is a global organization that certifies responsible, on-the-ground forest management according to rigorous standards developed by a broad variety of stakeholder groups.

7.10 "Integrated Pest Management (IPM)" is an ecosystem-based strategy that focuses on long-term prevention of pests or their damage through a combination of techniques such as biological control, habitat manipulation, modification of cultural practices, and use of

resistant varieties. Pesticides are used only after monitoring indicates they are needed according to established guidelines, and treatments are made with the goal of removing only the target organism. Pest control materials are selected and applied in a manner that minimizes risks to human health, beneficial and nontarget organisms, and the environment.

7.11 "LEED™ Rating System" means the self-assessing system developed by the U.S. Green Building Council designed for rating new and existing commercial, institutional, and high-rise residential buildings.

7.12 "Organic Pest Management" prohibits the use and application of toxic chemical pesticides and strives to prevent pest problems through the application of natural, organic horticultural and maintenance practices. All pest control products shall be in keeping with, but not limited to, those products on the approved list of California Certified Organic Foods (CCOF).

7.13 "Postconsumer Material" means a finished material which would normally be disposed of as a solid waste, having reached its intended end-use and completed its life cycle as a consumer item, and does not include manufacturing or converting wastes.

7.14 "Practical" and "Practicable" mean whenever possible and compatible with local, state and federal law, without reducing safety, quality, or effectiveness and where the product or service is available at a reasonable cost in a reasonable period of time.

7.15 "Preconsumer Material" means material or by-products generated after manufacture of a product is completed but before the product reaches the end-use consumer. Preconsumer material does not include mill and manufacturing trim, scrap, or broke which is generated at a manufacturing site and commonly reused on-site in the same or another manufacturing process.

7.16 "Proposition 65" means a list of chemicals that are known to the State of California to cause cancer, birth defects or other reproductive harm.

7.17 "Recovered Material" means fragments of products or finished products of a manufacturing process, which has converted a resource into a commodity of real economic value, and includes preconsumer and postconsumer material but does not include excess resources of the manufacturing process.

7.18 "Recycled Content" means the percentage of recovered material, including preconsumer and postconsumer materials, in a product.

7.19 "Recycled Content Standard" means the minimum level of recovered material and/or postconsumer material necessary for products to qualify as "recycled products."

7.20 "Recycled Product" means a product that meets [jurisdiction's] recycled content policy objectives for postconsumer and recovered material.

7.21 "Remanufactured Product" means any product diverted from the supply of discarded materials by refurbishing and marketing said product without substantial change to its original form.

7.22 "Reused Product" means any product designed to be used many times for the same or other purposes without additional processing except for specific requirements such as cleaning, painting or minor repairs.

7.23 "Source Reduction" refers to products that result in a net reduction in the generation of waste compared to their previous or alternate version and includes durable, reusable and remanufactured products; products with no, or reduced, toxic constituents; and products marketed with no, or reduced, packaging.

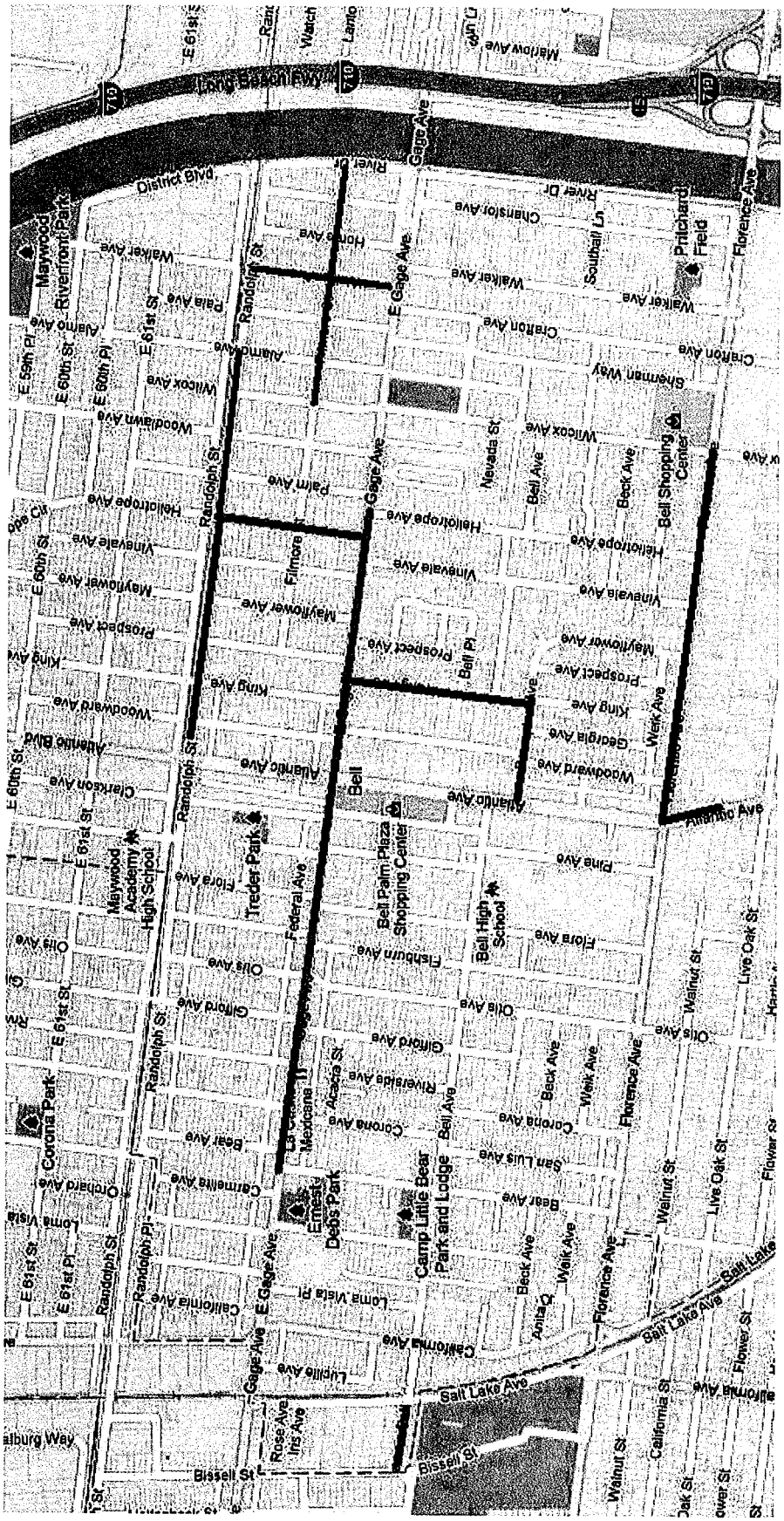
7.24 The "Toxics Release Inventory" (TRI) is a publicly available U. S. EPA database that contains information on toxic chemical releases and other waste management activities reported annually by certain covered industry groups as well as federal facilities.

7.25 "U.S. EPA Guidelines" means the Comprehensive Procurement Guidelines established by the U.S. Environmental Protection Agency for federal agency purchases as of May 2002 and any subsequent versions adopted.

7.26 "Water-Saving Products" are those that are in the upper 25% of water conservation for all similar products, or at least 10% more water-conserving than the minimum level that meets the Federal standards.

8.0 EFFECTIVE DATES

8.1 This policy shall take effect on November 7, 2012.



ATTACHMENT 2
PROJECT MAP

CalRecycle

Grants System

Application

Generated By: Steven Palmer

Generated On: 10/27/2012

Application Information

Applicant: City of Bell

Cycle Name: Rubberized Pavement Grant Program

Application Due Date: 11/1/2012

Cycle Code: TRP3

Secondary Due Date: 12/4/2012

Grant ID: 14296

Grant Funds Requested: $ 250,000.00

Request Advance Payment: No

Matching Funds: - (if applicable)

Project Summary: This Project will reconstruct asphalt paving and construct an asphalt overlay on streets throughout the City of Bell using Rubberized Asphalt Concrete (RAC). The Project is estimated to use 9,900 tons of RAC. The Project will be constructed in two phases, with and anticipated construction start date of March 2013 for Phase I, and July 2013 for Phase II.

The Project includes various roadway segments throughout the City, as described in the Project Summary & Calculation.

Applicant/Participant

Name: City of Bell

Lead: X

Federal Tax ID:

Jurisdiction: Bell

County: Los Angeles

Organization Type: City

Contacts

		Prime	Second	Auth	Cnslt
Rodrigue, Terry 6330 Pine Street Bell, CA 90201	Title: City Engineer Phone: 323-533-9904 Fax: Email: trodrigue@cityofbell.org	X			
Willmore, Doug 6330 Pine Avenue Bell, CA 90201	Title: City Manager Phone: 323-588-6211 Fax: Email:			X	

Budget

Category Name	Amount
Materials	$ 250,000.00

Site Information

Public Works

6330 Pine Avenue
Bell, CA 90201

Site Type: Payment Address
County: Los Angeles
Budget Amount: 250000.0000

Documents	Document Title	Received Date
Required Documents		
Application Certification		
EPPP Policy Certification/Notification	EPPP Policy Certification/Notification	10/27/2012
Project Summary & Calculation	Project Summary and Calculation	10/27/2012
Other Supporting Document(s)		
Draft Resolution	Draft Resolution	10/27/2012
Letter of Authorization/Resolution		
Letter of Designation		

CalRecycle

Grants System

Application

Generated By: Steven Palmer

Generated On: 10/27/2012

Required Document(s) By Secondary Due Date

Resolution - Lead Participant

Resolution or Letter of Commitment Requirement and optional Letter of Designation

Applicant acknowledges that its approved Resolution or Letter of Commitment must be uploaded no later than the secondary due date. Applicant further acknowledges that if its Resolution or Letter of Commitment is received after this date, its application will be disqualified.

CalRecycle

Project Summary & Calculation

State of California
Department of Resources Recycling and Recovery (CalRecycle)

Applicant Name:
City of Bell

Instructions:
- Fill out white areas only, as appropriate.
- An applicant can only apply for one category under RAC (1-3) and/or one category under Chip Seal (1-2).
  - NOTE: If you had three RAC grants and/or four Chip Seal grants you are not eligible to apply for one or both of those respective projects.
  - To determine Grant Category, visit our web site by clicking on the CalRecycle Grants Compliance Reports and select your County.
- If applying for RAC project(s) only, complete sections ● a, ● b, ● and ● only.
- If applying for Chip Seal project(s) only, complete sections ● b, ● a, ● only, ● only.
- If applying for RAC and Chip Seal projects, complete sections ● a and b, ● a, ● b, ● and ●
- Save and upload the completed document to GRANTS as an Excel file. Do not save as a PDF file.
- See Application Guidelines & Instructions for Category & Eligibility requirements.

❶ GRANT CATEGORY

Indicate for which RAC and/or Chip Seal Category you are applying:

a

	Number of previous RAC (RAC, TPI, TRP) Grants	Total Grant Award is based on a Differential Reimbursement Rate of:
● RAC - 1	0	100%
○ RAC - 2	1	70%
○ RAC - 3	2	40%
○ N/A		

b

	Number of previous Chip Seal (TCS, TRP) Grants	Total Grant Award is based on a Square Yard Reimbursement Rate of:
○ CHIP SEAL - 1	0 - 1	$1.00
○ CHIP SEAL - 2	2 - 3	$0.50
● N/A		

❷ CALIFORNIA CRUMB RUBBER CERTIFICATION (must check both boxes in order to be eligible)

- ☑ Applicant certifies that all crumb rubber used in the proposed project(s) will be derived from one hundred percent (100%) California-generated waste tires.
- ☑ Applicant certifies that binder material used in all project(s) will contain a minimum of 300 pounds (or equivalent to fifteen percent (15%) by weight) of the tire-derived crumb rubber per ton of rubberized binder.

CALCULATION SUMMARY

PLEASE NOTE - Requested Grant Amount must not exceed $250,000.

	SUBTOTAL
RAC Project(s):	$259,750.00
Chip Seal Project(s):	$0.00
REQUESTED GRANT AMOUNT:	**$259,750.00**

(enter this amount in the Grant Detail section of GRANTS Web; if amount is greater than $250k, enter $250,000)

❸ PROJECT INFORMATION (must list all proposed streets)

❹ RAC PROJECT CALCULATION

❺ CHIP SEAL PROJECT CALCULATION

No.	PROJECT / STREET NAME (e.g. City/Town, Intersection)	LIMITS FROM (e.g. Post Mile or Point A)	LIMITS TO (e.g. Post Mile or Point B)	PROJECT TYPE (must select one)	MATERIAL TYPE (must select one)	PROPOSED CONSTRUCTION START DATE (mm/yyyy)	RAC COST ($/ton) (select one) ● Historical Cost ○ Bid Cost	AC COST[1] ($/ton) (select one) ● Historical Cost ○ Bid Cost	PROPOSED AMOUNT OF RAC MATERIAL (tons) (minimum total of 3,500 tons)	DIFFERENTIAL COST OF RAC ($/ton)	DIFFERENTIAL REIMBURSEMENT RATE (%)	GRANT AMOUNT REQUESTED (SUBTOTAL)	PROPOSED AMOUNT OF RAC MATERIAL (in sq. yards) (minimum total of 35,000 sq yd)	REIMBURSEMENT RATE (per square yards)	GRANT AMOUNT REQUESTED (SUBTOTAL)
1.	Bell Avenue	Salt Lake Avenue	Bissell Avenue	RAC	Asphalt-Rubber	03/2013	$105.00	$80.00	175.00	$25.00	100%	$4,375.00		$0.00	$0.00
2.	Gage Avenue	Bear Avenue	Heliotrope Avenue	RAC	Asphalt-Rubber	03/2013	$105.00	$80.00	2,822.00	$25.00	100%	$70,550.00		$0.00	$0.00
3.	Randolph Street	Atlantic Avenue	Alamo Avenue	RAC	Asphalt-Rubber	03/2013	$105.00	$80.00	2,020.00	$25.00	100%	$50,500.00		$0.00	$0.00
4.	Heliotrope Avenue	Randolph Street	Gage Avenue	RAC	Asphalt-Rubber	03/2013	$105.00	$80.00	626.00	$25.00	100%	$15,650.00		$0.00	$0.00
5.	King Avenue	Brompton Avenue	Gage Avenue	RAC	Asphalt-Rubber	07/2013	$105.00	$80.00	363.00	$25.00	100%	$9,075.00		$0.00	$0.00
6.	Brompton Avenue	Atlantic Avenue	King Avenue	RAC	Asphalt-Rubber	07/2013	$105.00	$80.00	347.00	$25.00	100%	$8,675.00		$0.00	$0.00
7.	Florence Avenue	Atlantic Avenue	Wilcox Avenue	RAC	Asphalt-Rubber	07/2013	$105.00	$80.00	2,381.00	$25.00	100%	$59,525.00		$0.00	$0.00
8.	Atlantic Avenue	South of Florence	Florence Avenue	RAC	Asphalt-Rubber	07/2013	$105.00	$80.00	282.00	$25.00	100%	$7,050.00		$0.00	$0.00
9.	Filmore Street	Wilcox Avenue	River Drive	RAC	Asphalt-Rubber	07/2013	$105.00	$80.00	870.00	$25.00	100%	$21,750.00		$0.00	$0.00
10.	Walker Avenue	Gage Avenue	Randolph Street	RAC	Asphalt-Rubber	07/2013	$105.00	$80.00	504.00	$25.00	100%	$12,600.00		$0.00	$0.00
												SUBTOTAL: $259,750.00			SUBTOTAL: $0.00

To enter additional projects, go to "Page 2" TAB (located on the bottom left corner of the worksheet; See Figure 1)

Note: You can enter up to 50 projects/streets.

1 - Unit Cost for AC can be determined by either:
- A contractor's bid for the project (or alternate bid); or
- Previous paving project approximately the same size as proposed project within the last year; or
- Project from neighboring city approximately the same size as proposed project within the last year.

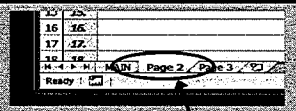


Figure 1 "Page 2" TAB

20

ENVIRONMENTALLY PREFERABLE PURCHASING AND PRACTICES (EPPP) POLICY CERTIFICATION / NOTIFICATION

Rubberized Pavement Grant Program, Fiscal Year 2012/13

This document is acknowledgement that your organization has or will adopt an Environmentally Preferable Purchasing and Practices (EPPP) Policy. See the Application Guidelines & Instructions for more information.

EPPP Certification

All applicants must fill out this section and upload in GMSWeb by the application due date.

Applicant / Organization Name:		
Terry Rodrigue / City of Bell		
Must check one box		
☐	Yes, our entire organization[1] has an EPPP Policy.	
	Date Adopted: _____	By: (e.g., governing body name, executive officer, etc.) _____
☒	No, our entire organization does not have an EPPP Policy. We acknowledge that our organization must adopt one by **December 4, 2012** and upload this certification again in GMSWeb by the secondary due date; **December 4, 2012**, or our application will be disqualified.	

EPPP Notification

For applicants who marked no in the above section, you must complete this section and upload it in GMSWeb by the secondary due date. CalRecycle must receive this certification by the secondary due date of December 4, 2012 or the application will be disqualified.

Must check box		
☐	Yes, our entire organization has an EPPP Policy.	
	Date Adopted: _____	By: (e.g., governing body name, executive officer, etc.) _____

Certification: I declare, under penalty of perjury, under the laws of the State of California, that the above information is true and correct to the best of my knowledge.

X	
Signature Authority *- as authorized in Resolution or Letter of Commitment; or* ***Authorized Designee*** *- as authorized in submitted Letter of Designation*	***Date***
Print Name	***Print Title***

Background Information

Environmentally preferable purchasing protects human health and environmental well-being by reducing the procurement of goods and services that result in larger volumes of waste and pollutants. The Legislature declares that the responsibility of environmentally preferable purchasing shall be that of any agency that does procuring on behalf of the state (Assembly Bill 498 [Chan, Statutes of 2002, Chapter 575]), and this extends to grantees using state funds.

"Environmentally preferable purchasing" (EPP) is defined in Public Contract Code (PCC) section 12400 as "the procurement or acquisition of goods and services that have a lesser or reduced effect on human health and the environment when compared with competing goods or services that serve the same purpose. This comparison shall take into consideration, to the extent feasible, raw materials acquisition, production, manufacturing, packaging, distribution, reuse, operation, maintenance, disposal, energy efficiency, product performance, durability, safety, the needs of the purchaser, and cost." In other words, EPP considers, among other things, the environment, performance and cost.

[1] "Entire organization" refers to the entire city or county applicant, not an individual office or subunit of the larger entity.

RESOLUTION NO. 2012-75

A RESOLUTION OF THE CITY COUNCIL OF CITY OF BELL APPROVING THE ENVIRONMENTALLY PREFERABLE PURCHASING AND PRACTICES POLICY

WHEREAS, in order for the City to be eligible to receive grants from California Department of Resources Recycling and Recovery's (CalRecycle) it must adopt an Environmentally Preferably Purchasing and Practices Policy (EPPP) that conforms to CalRecycle's model policy; and

WHEREAS, the City desires to apply to CalRecycle for a grant from the Rubberized Pavement Grant Program; and

WHEREAS, the City's proposed EPPP conforms to CalRecycle's model; and

WHEREAS, the City's EPPP outlines practices and procedures that encourage waste reduction, energy conservation, minimizing use of toxic chemicals, and purchasing recycled products that are durable and long lasting, to the maximum extent practicable without reducing safety, quality, and effectiveness.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF BELL DOES HEREBY approve the Environmentally Preferable Purchasing and Practices Policy.

PASSED, APPROVED, AND ADOPTED this 7th day of November 2012.

_____
Ali Saleh, Mayor

APPROVED AS TO FORM:

_____
David Aleshire, City Attorney

I, Rebecca Valdez, City Clerk of the City of Bell, hereby certify that the above and foregoing resolution was duly adopted by the Bell City Council at its regular meeting held on the 7th day of November 2012, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Rebecca Valdez CMC, City Clerk

RESOLUTION NO. 2012-76

A RESOLUTION OF THE CITY COUNCIL OF CITY OF BELL AUTHORIZING SUBMITTAL OF APPLICATION FOR CALRECYCLE GRANTS AND AUTHORIZING THE CITY MANAGER TO EXECUTE GRANT RELATED DOCUMENTS

WHEREAS, Public Resources Code sections 40000 et seq. authorize the Department of Resources Recycling and Recovery (CalRecycle), formerly known as the California Integrated Waste Management Board, to administer various Grant Programs (grants) in furtherance of the state of California's (State) efforts to reduce, recycle and reuse solid waste generated in the State thereby preserving landfill capacity and protecting public health and safety and the environment; and

WHEREAS, in furtherance of this authority CalRecycle is required to establish procedures governing the application, awarding, and management of the grants; and

WHEREAS, CalRecycle grant application procedures require, among other things, an applicant's governing body to declare by resolution certain authorizations related to the administration of CalRecycle grants.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF BELL DOES HEREBY:

1. Authorize the submittal of application(s) to CalRecycle for the Rubberized Pavement Grant Program; and

2. Authorize the City Manager to execute in the name of the City of Bell all grant documents, including but not limited to, applications, agreements, amendments and requests for payment, necessary to secure grant funds and implement the approved grant project; and

3. These authorizations are effective for five (5) years from the date of adoption of this resolution.

PASSED, APPROVED, AND ADOPTED this 7th day of November 2012.

_____
Ali Saleh, Mayor

APPROVED AS TO FORM:

_____
David Aleshire, City Attorney

I, Rebecca Valdez, City Clerk of the City of Bell, hereby certify that the above and foregoing resolution was duly adopted by the Bell City Council at its regular meeting held on the 7th day of November 2012, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Rebecca Valdez CMC, City Clerk

City of Bell
Agenda Report

DATE: November 7, 2012

TO: Mayor and Members of the City Council

FROM: Kevin Boylan, Human Resource Consultant

APPROVED BY: _____
Doug Willmore, City Manager

SUBJECT: Adoption of Resolution Regarding Employee Pick Up of PERS Contributions

RECOMMENDATION:

That the City Council adopt the attached Resolution that provides that all members of the Executive Management team be responsible for paying the full eight percent (8%) employee contribution to the California Public Employees Retirement System (CalPERS) .

DISCUSSION OR BACKGROUND:

At the direction of the City Council, all members of the City's executive management team are responsible for paying the full eight percent (8%) employee contribution for retirement benefits under the California Public Employees Retirement System. In the past, the City has made these retirement contributions on the employee's behalf. Based on the adoption of the attached Resolution, which is required by CalPERS, all members of Executive Management will be responsible to pay this employee contribution themselves.

ATTACHMENTS

Resolution

RESOLUTION NO. 2012-79

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BELL, CALIFORNIA, AMENDING THE CITY'S CALPERS EMPLOYER PAID MEMBER CONTRIBUTIONS FOR THE CHIEF ADMINISTRATIVE OFFICER AND ALL DEPARTMENT HEADS

WHEREAS, the governing body of the City of Bell has the authority to implement Government Code Section 20691, which provides that a contracting agency may pay as an Employer Paid Member Contribution (EPMC) all or a portion of the normal contributions required to be paid by an employee member of CalPERS towards the employee's retirement plan;

WHEREAS, the governing body of the City of Bell has a written labor policy or agreement which specifically provides for the normal member contribution to be paid as EPMC by the employer;

WHEREAS, one of the steps in the procedures to implement Section 20691 is the adoption by the governing body of the City of Bell of a Resolution to commence said Employer Paid Member Contribution;

WHEREAS, the governing body of the City of Bell adopted Resolution 2008-05 on January 7, 2008, which provides that the City shall pay the entire normal member contribution as EPMC for all employees, including the Chief Administrative Officer (CAO) and all department heads of the City of Bell (Department Heads);

WHEREAS, the current normal member contribution being paid by the City of Bell as EPMC for the CAO and Department Heads is eight percent (8%) of each employee's compensation;

WHEREAS, the governing body of the City of Bell is required under Section 20691 to adopt a Resolution whenever the City determines to change the amount of its election to pay EPMC; and

WHEREAS, the governing body of the City of Bell desires to change the amount of its election to pay EPMC with respect to the CAO and Department Heads and has identified the following conditions for the purpose of changing its election to pay EPMC:

- This benefit shall no longer apply to the CAO and Department Heads, including, but not limited to, the Finance Director, Community Development Director, Community Services Director, and Chief of Police.
- The City of Bell shall pay zero percent (0%) of the normal member contribution as EPMC for the CAO and Department Heads hired on or before the effective date of this Resolution.
- This Resolution shall be effective immediately upon adoption.

NOW THEREFORE, THE CITY COUNCIL OF THE CITY OF BELL DOES HEREBY FIND, DETERMINE, AND RESOLVE AS FOLLOWS:

SECTION 1. The governing body of the City of Bell elects to cease paying EPMC for the identified employees as set forth above.

SECTION 2. The City Clerk shall certify to the adoption of this Resolution.

ADOPTED AND APPROVED THIS 7TH DAY OF NOVEMBER, 2012.

Ali Saleh, Mayor

APPROVED AS TO FORM:

David J. Aleshire, City Attorney

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 adopted by the Bell City Council at its regular meeting held on the 7th day of November, 2012, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Rebecca Valdez, CMC, City Clerk

City of Bell
Agenda Report

DATE: November 7, 2012

TO: Mayor and Members of the City Council

FROM: Joe Perez, Community Development Director

APPROVED BY: Doug Willmore, City Manager

SUBJECT: Special Event Sales Permits and Temporary Advertising Devices

RECOMMENDED ACTION

It is recommended that the City Council consider a no-fee special event sales permit for businesses and direct staff to prepare an ordinance regarding special event sales and temporary advertising devices to be considered by the City Council at its next regular meeting.

BACKGROUND

Businesses hold special event sales for a variety of reasons including increasing visibility of their business, clearance of merchandise, and promotion of new goods and services. For new businesses, it is common to conduct grand opening events to build a customer base. These events often involve the display of merchandise using outdoor exhibits as well as the use of temporary advertising devices such as banners, signs and flags.

Businesses wanting to hold special event sales in Bell must obtain a Temporary Use Permit (TUP) from the City. A business must come up with $672 to obtain a TUP which includes a $100 filing fee, a $72 license fee, and a $500 deposit. The cost of obtaining a TUP for a special event sale has been an obstacle for businesses, many of which are small to medium sized enterprises. Approximately 10 TUPs for special event sales are processed in Bell each year.

To address the concerns of Bell's business community and to create a more business-friendly environment, we are proposing a simple, no-fee permit for special event sales and grand openings. The TUP will still be required for more intensive activities such as circuses, carnivals, fairs and public demonstrations.

SPECIAL EVENT SALES - SURVEY

As part of our analysis, we conducted a survey of surrounding cities to determine how Bell compares in regards to fees and regulations for special event sales (survey attached). Fees ranged from no-cost on the low end and up to $250 charged by Downey. Of the 15 cities

surveyed, Bell has the fourth highest fee amount ($172) and is the only City that charges a deposit ($500) for a special event sale permit. If the deposit is included, Bell charges by far the highest amount for such events ($672).

As for number of days allowed for special event sales, cities ranged from allowing a total of 3 days per year (Santa Fe Springs) up to 6 months (Cerritos). Bell currently allows businesses to hold up to seven days per year for special event sales. In regards to the number of "events" allowed by each city, most cities allow one to 10 events per year.

All of the surveyed cities allow the use of temporary signs in conjunction with special sales events.

PROPOSED SPECIAL EVENT SALES ORDINANCE

To reduce the financial burden for Bell's businesses to hold special event sales while ensuring that the public will not be negatively impacted by such events, the following policy is proposed for City Council consideration:

Special Event Sales/Grand Opening Events

It is proposed that there be a distinction between special event sales and grand opening events. Businesses could hold up to 5 special event sales, with a maximum of 20 days per year, compared to the seven days per year currently allowed by our code. Businesses could also hold one grand opening event, up to 30 consecutive days, when it opens or there is a change in ownership.

Business owners would be required to receive approval from the City and the property owner prior to the event. Since the permit application would require basic information such as dates, times, location, site layout and advertising devices to be used, the amount of time for City review and approval will be negligible. Therefore, it is proposed that there be no charge for either a special event sale or grand opening permit.

All sales would have to take place on private property and obstruction of pedestrian or traffic flow would be prohibited. In addition, all merchandise, equipment and trash would have to be removed by 9 am on the day following the event.

Temporary Advertising Devices

Included in the proposed ordinance are provisions allowing the use of temporary advertising devices in conjunction with special event sales and grand openings. These devices include banners, balloons, pennants, etc., all of which must be approved by the City prior to installation.

PUBLIC INFORMATION EFFORTS

As Bell continues to become increasingly business-friendly in its policies and practices, it is important that the public, including the business community, be informed of positive changes being implemented by City. Therefore, we will use all appropriate media tools, including

communications with the Bell Chamber of Commerce, local newspapers and the City's Website to inform residents and businesses of the new policy.

FISCAL IMPACT

Since the City processes only about 10 permits per year for special event sales, it is anticipated that the loss of revenue due to a no-fee permit process will be approximately $1,720 per year. The benefits of a no-fee permit process to the business community will more than offset the negligible amount of reduced revenues to the City.

ATTACHMENTS

1. Survey - Special Event Sales/Grand Opening Permit

Special Event Sale/Grand Opening Permit Survey

	Special Event Permit Required	Permit Fee	Deposit	Temporary Signs Allowed	# of Events	Days allowed per Event	Total # of Days Allowed
Downey	Yes	$ 250.00		Yes	1	30	30
Norwalk	Yes	$ 199.00		Yes	3	4	12
Maywood	Yes	$ 194.00		Yes	no policy	no policy	no policy
Bell	Yes	$ 172.00	$ 500.00	Yes	n/a	7	7
Bell Gardens	Yes	$ 136.00		Yes	5	1	5
Bellflower	Yes	$ 125.00		Yes	1	30	30
South Gate	Yes	$ 100.00		Yes	10	2	10
Cudahy	Yes	$ 60.00		Yes	4	up to 15	15
Cerritos	Yes	$ 50.00		Yes	4	up to 6 months	6 months
Huntington Park	Yes	$ 50.00		Yes	2	up to 7	7
Signal Hill	Yes	$ 50.00		Yes	n/a	n/a	n/a
Paramount	Yes	n/a		Yes	1 Grand Open - n/a for Special Event	30 Grand Open/20 Special Event	30 Grand Open/20 Special Event
Santa Fe Springs	Yes	n/a		Yes	n/a	3	3
Lakewood	No	n/a		Yes	n/a	n/a	n/a
Lynwood	Yes	n/a		yes	2	30	60

City of Bell
Agenda Report

DATE: November 7, 2012

TO: Mayor and Members of the City Council

FROM: Joe Perez, Community Development Director

APPROVED BY: Doug Willmore, City Manager

SUBJECT: Consideration of Reducing City's Plan Check and Building Permit Fees

RECOMMENDATION

It is recommended that the City Council consider reducing the City's plan check and building permit fees and direct staff to prepare an ordinance, reflecting those changes, to be considered by the City Council at its next regular meeting.

BACKGROUND

The City's plan check and building permit fees are based on Los Angeles County's fee schedule. The City's code (BMC 15.04.030) requires the City to adopt the County's current fee schedule while increasing the fees by 50%. However, the City did not follow its code requirements for many years. In 2010, a decision was made to update the City's fees according to BMC 15.04.030.[1] (Prior to 2010, the City was using the County's 1998 fee schedule.)

The decision to adopt the latest County fee schedule and add 50%, per code, resulted in fee increases across the board. The minimum plan check fee, which is charged for small projects valued at $6,000 or below, was particularly impacted by the change. Overnight, the minimum plan check fee jumped from $91.20 to $216.60.

This increase resulted in numerous complaints from residents and business owners making minor property improvements. To address the public's concerns and determine the need for possible changes in the City's fee structure, an analysis was conducted of our minimum plan check fee as well as the City's overall plan check and building permit fees.

[1] In 2010, the City adopted L. A. County's 2010 schedule of fees. The County updates its schedule annually and its current 2012 schedule has higher fees than the 2010 schedule.

MINIMUM PLAN CHECK FEE

Currently, the City charges $216.60 for plan check for projects that are valued at $6,000 and below. Prior to the 2010 increase, the cost was $91.20. The $216.60 is the sum of the $144.40 flat minimum plan check fee used by the County plus the 50% increase as specified in the City's code. To get an idea of how Bell compares with other cities, a survey was conducted of 16 neighboring cities and found that the City's minimum plan check fee is by far the highest. See Table A below:

Table A

City	Minimum Plan Check Fee
Bell	**$216.60**
Maywood	$180.70
Huntington Park	$132.16
Signal Hill	$104.00
Long Beach	$103.00
Santa Fe Springs	$89.10
Cerritos	$82.60
Lakewood	$82.60
Bell Gardens	$77.10
South Gate	$63.00
Downey	$60.00
Paramount	$59.21
Cudahy	$56.25
Lynwood	$50.25
Norwalk	$45.00
Bellflower*	NA

**Bellflower does not separate its plan check fee from its permit fee.*

The City's plan check fee is especially burdensome for small projects. For instance, last year, an application for a patio cover project valued at $700 resulted in $420.34 of fees ($216.60 for plan check, $203.74 for building permit, planning, and other miscellaneous fees.)

Proposed Reduction – Minimum Plan Check Fee

To address complaints about the City's minimum plan check fee, the City could stop charging the flat $144.40 fee used by L.A. County and instead use the County's sliding fee schedule[2] which charges fees based on project valuation. Also, instead of the 50% multiplier, the City could consider lowering it to 15%. By doing so, the City will reduce the financial impact on

[2] Although the L. A. County fee schedule specifies $144.40 as the minimum fee for plan check for projects $6,000 and below, it actually has a table of plan check fees based on valuations between $2,000 and $6,000. The County simply chooses not to use this portion of the table.

residents and businesses wanting to conduct minor improvements. The following table compares the proposed minimum plan check fee with the current fee:

Table B

Valuation	Minimum Plan Check Fee		
	2010 L.A. County Sliding Schedule	Proposed Fee with 15% Increase	Current Fee ($144.40 + 50%)
$0 to $2,000	$78.60	$90.39	$216.60
$2,001 to $3,000	$80.84	$92.97	$216.60
$3,001 to $4,000	$94.61	$108.80	$216.60
$4,001 to $5,000	$108.38	$124.64	$216.60
$5,001 to $6,000	$122.15	$140.47	$216.60

This way, small projects valued at $2,000 and below would be assessed the minimum fee of $90.39. Also, projects between $2,001 and $6,000 in valuation are charged accordingly and much less than the current $216.60. As the following table shows, the $90.39 fee also puts the City in line with surrounding cities. See Table C.

Table C

City	Minimum Plan Check Fee
Bell	**$216.60**
Maywood	$180.70
Huntington Park	$132.16
Signal Hill	$104.00
Long Beach	$103.00
Bell (proposed)	**$90.39**
Santa Fe Springs	$89.10
Cerritos	$82.60
Lakewood	$82.60
Bell Gardens	$77.10
South Gate	$63.00
Downey	$60.00
Paramount	$59.21
Cudahy	$56.25
Lynwood	$50.25
Norwalk	$45.00
Bellflower*	NA

**Bellflower does not separate its plan check fee from its permit fee.*

Fiscal Impact – Reduction in Minimum Plan Check Fee

To implement the proposed minimum fee structure, the City must amend BMC 15.04.030 to remove the requirements that the City must match L.A. County's fee schedule while increasing the fees by 50%. Instead, the code could state that fee adjustments are at the discretion of the City Council. This way, the City will have maximum flexibility in setting its fees. For example, when the economy is slow, the City may choose not to increase its fees at all.

Simply changing the minimum plan check fee from $216.60 to the schedule above (Table B) without adjusting any other plan check or building permit fees will result in lower revenues for the City. The analysis used fiscal year 2012 data instead of 2013 data in order to utilize a full year of information. In fiscal year 2012, there were 54 permit applications that charged the minimum $216.60 for plan check. If the City had charged for plan check according to Table B (fee based on project valuation with 15% increase), the revenue decrease would have been $2,932. See table below:

Table D

# of Min. Plan Checks FY 12	Fee	Total Fees Collected
54	$216.60 (Current)	$11,696
54	Variable (Proposed 15%)	$5,457
	Gross Loss of Revenue (Diff)	$6,239
	53% Collected by PC Consultant	<$3,307>
	Est. Net Loss of Revenue (FY 2011-12)	**$2,932**

The City's projected plan check fee revenue for fiscal year 2013 is $45,000. If we apply the same percentage loss (12%) for fiscal year 2012 to 2013, it is estimated that the City's share of the loss in revenue would be $2,538. The table below shows the City's plan check fee revenues for the last few years.

Table E

Plan Check Fees

FY 2010 Actual	FY 2011 Actual	FY 2012 Estimate	FY 2013 Budget
$70,817	$61,725	$52,000	$45,000

OVERALL PLAN CHECK AND BUILDING PERMIT FEES

To see how the City of Bell's plan check and building permit fees compare with other cities, a survey was conducted of a number of neighboring cities. See Attachments 1 and 2. Since there are infinite variations in construction projects requiring city permits, we selected typical projects common in most cities for the survey. For example, we surveyed the cities on the permitting cost for a 500 square foot residential room addition and a 5,000 square foot retail space.

The City's residential fees generally fall within the highest 30% of the 16 cities surveyed. See table below.

Table F

Residential (16 Cities)	
Category	**Rank***
Building Permit	3
Plan Check	3
Electrical	2
Plumbing	4
Mechanical	3
Sewer	3
Grading	6
Issuance	3

Ranking of **1 equals highest fee*

The City's commercial fees generally fall within the highest 50% of the 16 cities surveyed. See table below.

Table G

Commercial (16 Cities)	
Category	**Rank***
Building Permit	8
Plan Check	6
Electrical	5
Plumbing	3
Mechanical	5
Sewer	2
Grading	6
Issuance	3

Ranking of **1 equals highest fee*

Proposed Reduction - Overall Plan Check and Building Permit Fees

The City's fees are among the highest on the residential side, while the commercial fees are closer to the middle of the group. The City should consider reducing all plan check and permit fees to help residents and businesses. For example, the City could lower the increase on the L.A. County fees from 50% to 15%. This is what is proposed to fix the minimum plan check fee issue. By using the 15% multiplier, the City's fees would move toward the middle of the surveyed cities. See Attachments 3 and 4.

Lowering fees will affect the City's revenues. It is estimated that the overall reduction to both plan check and building permit fees for a full fiscal year would be approximately $52,574. *(See Attachment 5 for how this is calculated.)* However, the City contracts with Interwest Consulting Group for plan check and building permit services. Under the recently adopted agreement, the contractor receives 95% of most building permit revenues and 53% of plan check revenues. Therefore, the revenue loss to the City would be $8,771. See table below.

Table H

	FY 2013 Budget	Revised	Revenue Reduction	City's Share
Plan Check Fees	$45,000	$30,375	$14,625	$6,874
Building Permit Fees	$162,870	$124,921	$37,949	$1,897
TOTAL	$207,870	$155,296	$52,574	$8,771

CONCLUSION

By reducing the plan check and building fees, the City will reduce the financial impact on residents wanting to improve their properties and will bring Bell's fee structure in line with surrounding communities. Furthermore, it will send a strong message to the business community that the City is serious about supporting the enhancement and expansion of local businesses.

ATTACHMENTS

1. Residential Fee Survey
2. Commercial Fee Survey
3. Residential Fee Survey with Proposed Changes
4. Commercial Fee Survey with Proposed Changes
5. Revenue Reduction Calculation

ATTACHMENT 1

Residential Fee Survey

Fees for a 500 Square foot Residential Room Addition

Building Permit Fee			Plan Check Fee		
Long Beach	$	3,000.00	Long Beach	$	1,350.00
Huntington Park	$	1,323.42	Huntington Park	$	1,102.85
Bell	$	1,229.35	**Bell**	$	999.55
Cerritos	$	1,170.22	Lakewood	$	964.20
Bellflower (includes PC Fee)	$	1,166.00	Cerritos	$	964.17
Maywood	$	1,154.14	Santa Fe Springs	$	769.20
Lakewood	$	1,134.30	Paramount	$	701.70
Santa Fe Springs	$	959.70	Downey	$	671.50
Paramount	$	825.53	Cudahy	$	663.70
Lynwood	$	792.36	South Gate	$	576.94
Downey	$	790.00	Norwalk	$	575.30
Norwalk (issu fee $34)	$	741.75	Lynwood	$	515.03
South Gate (issu fee $26)	$	678.75	Compton	$	425.30
Cudahy	$	564.14	Maywood	$	375.99
Compton	$	502.35	Signal Hill	$	281.78
Signal Hill	$	331.50	Bellflower	included w/building	

Electrical 200 amp service upgrade permit fee		
Long Beach	$	154.11
Bell	$	95.85
South Gate (issu fee $27)	$	84.00
Bellflower	$	75.00
Signal Hill	$	73.00
Santa Fe Springs	$	72.60
Cerritos	$	65.80
Norwalk	$	48.00
Huntington Park	$	44.00
Paramount	$	40.75
Lakewood	$	38.40
Lynwood	$	33.50
Downey	$	30.70
Cudahy	$	26.55
Compton	$	20.00
Maywood	$	15.80

Plumbing Water heater replacement permit fee		
Long Beach	$	154.11
Bellflower	$	75.00
Signal Hill	$	73.00
Bell	$	63.15
Santa Fe Springs	$	48.00
Cerritos	$	43.40
South Gate (issue fee $25)	$	43.00
Norwalk	$	32.00
Huntington Park	$	26.08
Paramount	$	16.70
Lakewood	$	16.00
Downey	$	15.10
Lynwood	$	15.02
Cudahy	$	11.60
Compton	$	9.00
Maywood	$	6.70

Mechanical Wall heater changeout permit fee		
Long Beach	$	154.11
Huntington Park	$	84.32
Bell	$	78.90
Bellflower	$	75.00
Signal Hill	$	73.00
Santa Fe Springs	$	59.90
South Gate (issu fee $29)	$	48.00
Norwalk	$	42.75
Paramount	$	40.75
Cerritos	$	38.00
Lakewood	$	26.80
Lynwood	$	25.62
Downey	$	21.40
Compton	$	15.00
Cudahy	$	11.60
Maywood	$	-

Sewer House sewer line connection permit fee		
Long Beach	$	154.11
Santa Fe Springs	$	132.80
Bell	$	107.55
Compton (existing line $15)	$	100.00
Huntington Park	$	75.84
Bellflower	$	75.00
Signal Hill	$	73.00
Cerritos	$	57.30
Norwalk	$	48.00
Paramount	$	46.75
Lakewood	$	46.50
South Gate (issu fee $25)	$	43.00
Downey	$	37.20
Cudahy	$	32.22
Lynwood	$	25.41
Maywood	$	12.40

Grading 51-100 cubic yds permit fee		
Huntington Park	$	388.32
Maywood	$	298.26
Santa Fe Springs	$	291.80
Cerritos	$	265.30
Lakewood	$	237.90
Bell	$	231.00
Paramount	$	182.50
Downey	$	165.00
Cudahy	$	160.11
Signal Hill	$	60.00
Norwalk	$	55.25
Lynwood	$	42.74
South Gate	$	29.00
Bellflower	included w/building	
Long Beach	included w/building	
Compton	goes off valuation	

Issuance Fee for each permit		
Huntington Park	$	44.64
Lynwood	$	43.89
Bell	$	39.90
Norwalk	$	34.00
Santa Fe Springs	$	30.40
Downey	$	30.00
Cerritos	$	27.40
Lakewood	$	27.40
Compton (+$3.60 tax)	$	20.00
Paramount	$	19.20
Cudahy	$	19.08
Maywood	$	19.00
Signal Hill	$	10.00
South Gate	see permit fees	
Bellflower	included w/building	
Long Beach	part of permit ($44)	

ATTACHMENT 2

Commercial Fee Survey

Fees for a 5,000 Square Foot Retail Space

Building Permit Fee			Plan Check Fee		
Long Beach	$	26,500.00	Long Beach	$	11,000.00
Santa Fe Springs	$	7,349.20	Huntington Park	$	3,869.46
Maywood	$	6,449.38	South Gate	$	3,333.04
Bellflower (includes PC fee)	$	6,166.00	Santa Fe Springs	$	3,289.30
Huntington Park	$	4,552.30	Cerritos	$	3,283.91
Lynwood	$	4,162.99	**Bell**	$	3,249.21
Cerritos	$	3,978.19	Paramount	$	3,220.76
Bell	$	3,964.58	Lakewood	$	2,716.20
South Gate	$	3,922.50	Lynwood	$	2,705.94
Paramount	$	3,657.85	Downey	$	2,601.00
Lakewood	$	3,195.50	Norwalk	$	2,448.70
Downey	$	3,060.00	Maywood	$	2,089.87
Norwalk (issu fee $34)	$	2,910.25	Compton	$	1,900.09
Compton	$	2,197.75	Cudahy	$	1,873.77
Cudahy	$	1,592.71	Signal Hill	$	1,156.43
Signal Hill	$	1,360.50	Bellflower	included w/building	

Electrical 400 amp service upgrade permit fee		
Santa Fe Springs (inc. $119.10 PC fee)	$	232.40
Huntington Park	$	176.80
Long Beach	$	154.11
South Gate	$	118.00
Bell	$	95.85
Paramount	$	82.35
Lakewood	$	75.40
Norwalk	$	73.75
Lynwood	$	71.61
Cerritos	$	65.80
Cudahy	$	52.29
Downey	$	30.70
Compton	$	30.00
Signal Hill	$	25.00
Maywood	$	15.80
Bellflower	included w/building	

Plumbing Water heater replacement permit fee		
Long Beach	$	154.11
Huntington Park	$	76.80
Bell	$	63.15
Cerritos	$	43.40
Norwalk (per fixture)	$	21.25
Santa Fe Springs	$	17.60
Paramount	$	16.70
Lakewood (per fixture)	$	16.00
Downey	$	15.10
Cudahy	$	11.16
Lynwood (per fixture)	$	10.40
Compton	$	9.00
South Gate (per fixture)	$	9.00
Maywood	$	6.70
Signal Hill	$	5.50
Bellflower	included w/building	

Mechanical Wall heater change-out permit fee		
South Gate	$	169.00
Long Beach	$	154.11
Huntington Park	$	110.50
Paramount	$	81.50
Bell	$	78.90
Norwalk	$	64.00
Santa Fe Springs	$	59.00
Cerritos	$	38.00
Lakewood	$	26.80
Downey	$	21.40
Lynwood	$	19.64
Compton	$	15.00
Cudahy	$	11.16
Signal Hill	$	10.00
Maywood	$	-
Bellflower	included w/building	

Sewer Sewer line connection fee		
Long Beach	$	154.11
Bell	$	107.55
Compton (existing line $15)	$	100.00
Santa Fe Springs	$	81.60
Huntington Park	$	75.84
Norwalk	$	72.00
South Gate	$	68.00
Cerritos	$	57.30
Paramount	$	46.75
Lakewood	$	46.50
Downey	$	37.20
Cudahy	$	32.22
Lynwood	$	25.41
Signal Hill	$	15.00
Maywood	$	12.40
Bellflower	included w/building	

Grading 51-100 cubic yards permit fee		
Huntington Park	$	388.32
Maywood	$	298.26
Santa Fe Springs	$	291.80
Cerritos	$	265.30
Lakewood	$	237.90
Bell	$	231.00
Paramount	$	182.50
Downey	$	165.00
Cudahy	$	160.11
Signal Hill	$	60.00
Norwalk	$	55.25
Lynwood	$	42.74
South Gate	$	29.00
Long Beach	included w/building	
Bellflower	included w/building	
Compton	goes off valuation	

Issuance Fee for each permit		
Huntington Park	$	44.64
Lynwood	$	43.89
Bell	$	39.90
Norwalk	$	34.00
Santa Fe Springs	$	30.40
Downey	$	30.00
Cerritos (+green build fee $1)	$	27.40
Lakewood	$	27.40
Compton (+$3.60 tax)	$	20.00
Paramount	$	19.20
Cudahy	$	19.08
Maywood	$	19.00
Signal Hill	$	10.00
Bellflower	included w/building	
South Gate	see permit fees	
Long Beach	part of permit ($44)	

ATTACHMENT 3

Residential Fee Survey with Proposed Changes (23.3% decrease in fees)

Fees for a 500 Square foot Residential Room Addition

Building Permit Fee			Plan Check Fee		
Long Beach	$	3,000.00	Long Beach	$	1,350.00
Huntington Park	$	1,323.42	Huntington Park	$	1,102.85
Bell (current)	$	1,229.35	**Bell (current)**	$	999.55
Cerritos	$	1,170.22	Lakewood	$	964.20
Bellflower (includes PC Fee)	$	1,166.00	Cerritos	$	964.17
Maywood	$	1,154.14	Santa Fe Springs	$	769.20
Lakewood	$	1,134.30	**Bell (proposed)**	$	766.65
Santa Fe Springs	$	959.70	Paramount	$	701.70
Bell (proposed)	$	942.91	Downey	$	671.50
Paramount	$	825.53	Cudahy	$	663.70
Lynwood	$	792.36	South Gate	$	576.94
Downey	$	790.00	Norwalk	$	575.30
Norwalk (issu fee $34)	$	741.75	Lynwood	$	515.03
South Gate (issu fee $26)	$	678.75	Compton	$	425.30
Cudahy	$	564.14	Maywood	$	375.99
Compton	$	502.35	Signal Hill	$	281.78
Signal Hill	$	331.50	Bellflower	included w/building	

Electrical 200 amp service upgrade permit fee		
Long Beach	$	154.11
Bell (current)	$	95.85
South Gate (issu fee $27)	$	84.00
Bellflower	$	75.00
Bell (proposed)	$	73.52
Signal Hill	$	73.00
Santa Fe Springs	$	72.60
Cerritos	$	65.80
Norwalk	$	48.00
Huntington Park	$	44.00
Paramount	$	40.75
Lakewood	$	38.40
Lynwood	$	33.50
Downey	$	30.70
Cudahy	$	26.55
Compton	$	20.00
Maywood	$	15.80

Plumbing Water heater replacement permit fee		
Long Beach	$	154.11
Bellflower	$	75.00
Signal Hill	$	73.00
Bell (current)	$	63.15
Bell (proposed)	$	48.44
Santa Fe Springs	$	48.00
Cerritos	$	43.40
South Gate (issue fee $25)	$	43.00
Norwalk	$	32.00
Huntington Park	$	26.08
Paramount	$	16.70
Lakewood	$	16.00
Downey	$	15.10
Lynwood	$	15.02
Cudahy	$	11.60
Compton	$	9.00
Maywood	$	6.70

Mechanical Wall heater changeout permit fee		
Long Beach	$	154.11
Huntington Park	$	84.32
Bell (current)	$	78.90
Bellflower	$	75.00
Signal Hill	$	73.00
Bell (proposed)	$	60.52
Santa Fe Springs	$	59.90
South Gate (issu fee $29)	$	48.00
Norwalk	$	42.75
Paramount	$	40.75
Cerritos	$	38.00
Lakewood	$	26.80
Lynwood	$	25.62
Downey	$	21.40
Compton	$	15.00
Cudahy	$	11.60
Maywood	$	-

Sewer House sewer line connection permit fee		
Long Beach	$	154.11
Santa Fe Springs	$	132.80
Bell (current)	$	107.55
Compton (existing line $15)	$	100.00
Bell (proposed)	$	82.49
Huntington Park	$	75.84
Bellflower	$	75.00
Signal Hill	$	73.00
Cerritos	$	57.30
Norwalk	$	48.00
Paramount	$	46.75
Lakewood	$	46.50
South Gate (issu fee $25)	$	43.00
Downey	$	37.20
Cudahy	$	32.22
Lynwood	$	25.41
Maywood	$	12.40

Grading 51-100 cubic yds permit fee		
Huntington Park	$	388.32
Maywood	$	298.26
Santa Fe Springs	$	291.80
Cerritos	$	265.30
Lakewood	$	237.90
Bell (current)	$	231.00
Paramount	$	182.50
Bell (proposed)	$	177.18
Downey	$	165.00
Cudahy	$	160.11
Signal Hill	$	60.00
Norwalk	$	55.25
Lynwood	$	42.74
South Gate	$	29.00
Bellflower	included w/building	
Long Beach	included w/building	
Compton	goes off valuation	

Issuance Fee for each permit		
Huntington Park	$	44.64
Lynwood	$	43.89
Bell (current)	$	39.90
Norwalk	$	34.00
Bell (proposed)	$	30.60
Santa Fe Springs	$	30.40
Downey	$	30.00
Cerritos	$	27.40
Lakewood	$	27.40
Compton (+$3.60 tax)	$	20.00
Paramount	$	19.20
Cudahy	$	19.08
Maywood	$	19.00
Signal Hill	$	10.00
South Gate	see permit fees	
Bellflower	included w/building	
Long Beach	part of permit ($44)	

ATTACHMENT 4

Commercial Fee Survey with Proposed Changes (23.3% decrease)

Fees for a 5,000 Square Foot Retail Space

Building Permit Fee			Plan Check Fee		
Long Beach	$	26,500.00	Long Beach	$	11,000.00
Santa Fe Springs	$	7,349.20	Huntington Park	$	3,869.46
Maywood	$	6,449.38	South Gate	$	3,333.04
Bellflower (includes PC fee)	$	6,166.00	Santa Fe Springs	$	3,289.30
Huntington Park	$	4,552.30	Cerritos	$	3,283.91
Lynwood	$	4,162.99	**Bell (current)**	$	3,249.21
Cerritos	$	3,978.19	Paramount	$	3,220.76
Bell (current)	$	3,964.58	Lakewood	$	2,716.20
South Gate	$	3,922.50	Lynwood	$	2,705.94
Paramount	$	3,657.85	Downey	$	2,601.00
Lakewood	$	3,195.50	**Bell (proposed)**	$	2,492.14
Downey	$	3,060.00	Norwalk	$	2,448.70
Bell (proposed)	$	3,040.83	Maywood	$	2,089.87
Norwalk (issu fee $34)	$	2,910.25	Compton	$	1,900.09
Compton	$	2,197.75	Cudahy	$	1,873.77
Cudahy	$	1,592.71	Signal Hill	$	1,156.43
Signal Hill	$	1,360.50	Bellflower	included w/building	

Electrical 400 amp service upgrade permit fee		
Santa Fe Springs (inc. $119.10 PC fee)	$	232.40
Huntington Park	$	176.80
Long Beach	$	154.11
South Gate	$	118.00
Bell (current)	$	95.85
Paramount	$	82.35
Lakewood	$	75.40
Norwalk	$	73.75
Bell (proposed)	$	73.52
Lynwood	$	71.61
Cerritos	$	65.80
Cudahy	$	52.29
Downey	$	30.70
Compton	$	30.00
Signal Hill	$	25.00
Maywood	$	15.80
Bellflower	included w/building	

Plumbing Water heater replacement permit fee		
Long Beach	$	154.11
Huntington Park	$	76.80
Bell (current)	$	63.15
Bell (proposed)	$	48.44
Cerritos	$	43.40
Norwalk (per fixture)	$	21.25
Santa Fe Springs	$	17.60
Paramount	$	16.70
Lakewood (per fixture)	$	16.00
Downey	$	15.10
Cudahy	$	11.16
Lynwood (per fixture)	$	10.40
Compton	$	9.00
South Gate (per fixture)	$	9.00
Maywood	$	6.70
Signal Hill	$	5.50
Bellflower	included w/building	

Mechanical Wall heater change-out permit fee		
South Gate	$	169.00
Long Beach	$	154.11
Huntington Park	$	110.50
Paramount	$	81.50
Bell (current)	$	78.90
Norwalk	$	64.00
Bell (proposed)	$	60.52
Santa Fe Springs	$	59.00
Cerritos	$	38.00
Lakewood	$	26.80
Downey	$	21.40
Lynwood	$	19.64
Compton	$	15.00
Cudahy	$	11.16
Signal Hill	$	10.00
Maywood	$	-
Bellflower	included w/building	

Sewer Sewer line connection fee		
Long Beach	$	154.11
Bell (current)	$	107.55
Compton (existing line $15)	$	100.00
Bell (proposed)	$	82.49
Santa Fe Springs	$	81.60
Huntington Park	$	75.84
Norwalk	$	72.00
South Gate	$	68.00
Cerritos	$	57.30
Paramount	$	46.75
Lakewood	$	46.50
Downey	$	37.20
Cudahy	$	32.22
Lynwood	$	25.41
Signal Hill	$	15.00
Maywood	$	12.40
Bellflower	included w/building	

Grading 51-100 cubic yards permit fee		
Huntington Park	$	388.32
Maywood	$	298.26
Santa Fe Springs	$	291.80
Cerritos	$	265.30
Lakewood	$	237.90
Bell (current)	$	231.00
Paramount	$	182.50
Bell (proposed)	$	177.18
Downey	$	165.00
Cudahy	$	160.11
Signal Hill	$	60.00
Norwalk	$	55.25
Lynwood	$	42.74
South Gate	$	29.00
Long Beach	included w/building	
Bellflower	included w/building	
Compton	goes off valuation	

Issuance Fee for each permit		
Huntington Park	$	44.64
Lynwood	$	43.89
Bell (current)	$	39.90
Norwalk	$	34.00
Bell (proposed)	$	30.60
Santa Fe Springs	$	30.40
Downey	$	30.00
Cerritos (+green build fee $1)	$	27.40
Lakewood	$	27.40
Compton (+$3.60 tax)	$	20.00
Paramount	$	19.20
Cudahy	$	19.08
Maywood	$	19.00
Signal Hill	$	10.00
Bellflower	included w/building	
South Gate	see permit fees	
Long Beach	part of permit ($44)	

ATTACHMENT 5

Revenue Reduction Calculation

Since we are proposing to reduce the multiplier from 50% to 15%, we can calculate the revenue reduction using this basis. The change in multiplier would result in a 23.3% reduction in revenues. See table below.

Amount	Multiplier	Revised
100	50%	150
100	15%	115
	Reduction	35
	% Reduction	**23.3%**

To get a good estimate of the revenue impact of reducing the City's plan check and building permit fees, we analyzed data from the last complete fiscal year (FY 2012) instead of the current fiscal year.

The calculation below assumes the use of the 15% multiplier plus the use of L.A. County's 2010 valuation table for projects below $6,000 to fix the minimum plan check fee issue.

For fiscal year 2012, the budget estimate for building permit fee revenues is $185,730 and for plan check it is $52,000. For plan check fees, we calculate that the proposed changes would result in a 32.5% reduction. See table below.

FY 2012 Plan Check Fee Reduction

Budget Estimate	$52,000.00
Revenue decrease for projects valued less than $6,000*	$6,238.60
Remainder	$45,761.40
Revenue decrease for projects Valued over $6,000**	$10,662.41
Total Revenue Reduction	$16,901.01
Reduction Percentage	**32.5%**

**Use valuation table for projects less than $6,000 in valuation and reduce multiplier from 50% to 15% for these same projects – based on 54 actual FY 2012 projects*

***Reduce multiplier for projects greater than $6,000 from 50% to 15% (i.e., 23.3% reduction)*

For building permit fees, we calculate that the proposed changes would result in a 23.3% reduction. See table below.

FY 2012 Building Permit Fee Reduction

Budget Estimate	$185,730.00
Reduce multiplier to 15%*	$142,454.91
Revenue Reduction	$43,275.09
Reduction Percentage	**23.3%**

Next we use these percentages and apply them to fiscal year 2013. See table below.

	FY 2013 Budget	Reduction Percentage	Revised	Revenue Reduction
Plan Check Fees	$45,000	32.5%	$30,375	$14,625
Building Permit Fees	$162,870	23.3%	$124,921	$37,949
TOTAL	$207,870		$155,296	$52,574

Since the City contracts with Interwest for plan check and building permit services, the revenue reduction to the City is estimated at $8,771. The contractor gets 53% of all plan check fees and 95% of almost all building permit fees*. See table below.

	Revenue Reduction	Contractor's Share	City's Share
Plan Check Fees	$14,625	$7,751	$6,874
Building Permit Fees	$37,949	$36,051	$1,897
TOTAL	$52,574	$43,803	$8,771

**Under the recently adopted agreement, Interwest is entitled to 95% of the building permit fees for any project less than $100,000. Between $100,000 to $200,000, the percentage goes down to 80%. The City rarely has projects that exceed $100,000 in fees. Therefore, it is safe to use the 95% in the calculation.*

City of Bell
Agenda Report

DATE: November 7, 2012

TO: Mayor and Members of the City Council

FROM: Josh Betta, Finance Director

APPROVED BY:

Doug Willmore, City Manager

SUBJECT: **Fiscal Year 2012-2013 Financial Status Report (as of August 31, 2012)**

RECOMMENDATION:

Receive and file.

BACKGROUND:

Section 706 (f) of the City of Bell Charter stipulates that the City Manager's designee responsible for the functions of finance shall "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."

REPORT TIMING:

At August 31st, the City's fiscal year is 17% complete. This means that the financial activities of 2 of the year's 12 months are reflected in this report and its attachments.

SUMMARY OF SIGNIFICANT OBSERVATIONS:

- ✓ The Fiscal Year 2013 Adopted Budget authorizes estimated revenues of $28,287,055 and budgeted expenditures of $$48,393,173. These amounts are reflected in this report and its attachments. The Adopted Budget also authorized $8,179,042 in transfers between funds. Due to staff oversight, the transfers have not yet been recorded in the general ledger of accounts. Expect future reports to properly reflect the transfers.

- ✓ FY 2013 budgeted expenditures recorded in the general ledger of accounts are $249,623 higher than authorized. This is also due to staff oversight. Future reports will reflect accurate amounts.

- ✓ Revenue receipting after the scandal was inconsistent, and this fact creates disparities between fiscal years. The good news in this regard is that because financial audits of Fiscal Year 2011 and Fiscal Year 2012 have yet to be completed, the recently-appointed permanent staffing to the Finance Department will have ample opportunity to correct posting errors.

- ✓ A General Fund revenue estimation pertaining to vehicle license fees in FY 2013 is overstated by $130,000. At the same time, City staff had neglected to include estimated revenue of $404,000 derived from the VLF/"Triple Flip" sales taxes. The net increase in collections over original estimate is $274,000.

- ✓ Because the City had not submitted its Single Audit Report for FY 2010 to the Los Angeles Community Development Commission (LACDC), the LACDC suspended the City's CDBG programming beginning on October 15th until the Report is completed and in their possession. On Monday, October 29th the completed Single Audit was given to the LACDC. The release from suspension was effective on October 30th. (The Single Audit Report and the City's FY 2010 Annual Financial Report will be presented to the City Council at the November 20th City Council meeting.)

- ✓ BCHA transactions offer a bright spot in our accounting management. The Community Services Department has been consistent with receipting and disbursements. Income from each mobile home park and other rental properties is consistent with the fiscal year and the prior year.

- ✓ Redevelopment dissolution as being dictated by the State of California means, in practice, that by the end of FY 2013 we will be forced to surrender all cash assets from the former Bell Redevelopment Agency.

REVENUE SUMMARY – ALL FUND TYPES:

The Fiscal Year 2013 Adopted Budget possesses estimated revenues, inclusive of all City and Successor Agency funds, of $28,287,055.

Revenue Summary -- All Fund Types
17% of Fiscal Year Complete

Description	Estimated Revenue	YTD Actual	%	Increase/ (Decrease) Over Prior Yr	Prior Year Actual
General Fund	12,703,525	865,427	6.8%	(474,563)	1,339,990
Special Revenue	8,253,750	816,735	9.9%	556,488	260,247
Debt Service	2,150,000	0		0	0
BCHA	2,693,400	470,332	17.5%	(753)	471,085
Capital Projects	0	0	#DIV/0!	859,125	(859,125)
Internal Service	0	0	#DIV/0!	(418,503)	418,503
Successor Agency	2,486,380	0	0.0%	0	0
Total All Revenues	**28,287,055**	**2,152,493**	**7.6%**	**521,793**	**1,630,701**

The General Fund is estimated to receive 45% of estimated revenue collections in FY 2013. Special Revenue funds will receive 29%.

Special Revenue funds, as the name suggests, account for the activities of funding sources that have specific, legal designation. Examples include grants, Proposition A and C transportation funds, the Retirement Fund, the Street Lighting Assessment and Community Development Block Grant (CDBG) funding.

The Capital Projects and Internal Service fund types rely upon transfers in from other funds to operate. Unfortunately, when the Finance Department transferred the contents of the Adopted Budget to the City's General Ledger of Accounts (its automated accounting system), it neglected to insert the $8,179,042 in transfers in/transfers out to the General Ledger. As such, these amounts are not yet reflected in this report and its attachments. This work will be completed in the coming weeks. Expect future monthly reports to display appropriately altered totals consistent with the Adopted Budget.

The Successor Agency to the Bell Redevelopment Agency exists to guide the activities of redevelopment dissolution and to manage the debt service activities of outstanding CRA bonds.

REVENUE DISCUSSION – THE GENERAL FUND BY ACCOUNTING CATEGORY:

The estimation for General Fund collections in FY 2013 $12,703,525. These collections, per relevant accounting standards, is organized by the categories depicted in the spreadsheet below. Multiple line item accounts make up each category of collection.

The General Fund
Revenue Summary by Category
17% of Fiscal Year Complete

Category	Estimated Revenue	YTD Actual	%	Increase/ (Decrease) Over Prior Yr	Prior Year Actual
Taxes	9,455,175	508,908	5.4%	(35,100)	544,007
Licenses & Permits	483,770	23,129	4.8%	(8,500)	31,629
Fines & Forfeitures	690,530	106,572	15.4%	27,073	79,498
Money & Property	876,840	20,892	2.4%	4,321	16,571
Other Agencies	208,700	2,884	1.4%	(111,825)	114,709
Charges for Service	231,010	164,112	71.0%	121,004	43,108
Parks & Recreation	245,000	38,758	15.8%	(3,513)	42,271
Miscellaneous	512,500	174	0.0%	(468,024)	468,198
Total General Fund	**12,703,525**	**865,427**	**6.8%**	**(474,563)**	**1,339,990**
% Revenue Increase/Decrease Over Prior Year				**-35.4%**	

In truth, during the two-year period following the 2010 Bell scandal extensive damage was done to the routine accounting functions of the Finance Department. Personnel transitions, reduced staffing levels, and the redirection of work to meet the requirements of public records requests and external investigations conspired to severely limit the performance of the Finance Department. Interim assistance provided the Department was limited to project specific assignments (e.g., assembly of budget, creation of 5-year projections). Interim assistance was not full-time in nature; in this manner, not all the pressing needs of the Department could be addressed.

While receipts, such as those depicted above, were deposited in our service bank, the receipting of the same to the City's general ledger of accounts was highly inconsistent. As a result, disparities between fiscal years exist. For example, in the Miscellaneous category

above, transfers in and out were transacted in FY 2012 sometime in July or August, at the beginning of the year, instead of at the end of the year as had become established practice in prior years. This change in practice creates large disparity between FY 2013 and FY 2012.

Another disparity between years is evident in the revenue from Other Agencies category. Last year, the excess distribution of vehicle license fees was $82,198. This year it is $19,981. This year's excess distribution was received on September 27th, a date that falls outside this reporting period.

The positive news in the above regard is that the City has appointed a permanent Finance Director and Accounting Manager, and work to correct the transactional problems of the past is underway. Moreover, in that year-ending audits for FY 2011 and FY 2012 have not yet occurred, we are correcting receipting problems before the audit fieldwork. Thus, as a result, over the next several months we can expect revenue and expenditure reports to present better "apples to apples" comparisons between accounting periods. Moreover, we can reasonably expect that the annual audits for FY 2011 and FY 2012 will be materially accurate.

REVENUE DISCUSSION – THE GENERAL FUND "TOP TEN"

Of the $12,703,525 the General Fund is projected to collect in FY 2013, $11,285,515, or 89% of the total will be collected by 10 revenue items. It can be said that if we understand the nature of these "Top Ten" revenue items, we go a long way toward understanding the General Fund.

A discussion of each of the Top Ten follows the spreadsheet below.

The General Fund's
Top 10 Revenue Items
17% of Fiscal Year Complete

Description	Estimated Revenue	Year-To-Date Actual	Actual as %	Increase/ (Decrease) Over Prior Yr	Prior Year
Property Taxes	3,583,195	10,631	0.3%	(514)	11,145
Utility Users Taxes	3,307,000	232,552	7.0%	(11,833)	244,385
Sales Taxes	1,852,000	239,280	12.9%	(45,990)	285,270
Rents & Concessions	870,840	20,892	2.4%	4,321	16,571
Franchise Taxes	615,000	25,926	4.2%	25,926	0
Parking Citations	386,580	63,790	16.5%	3,574	60,217
Sale of Prop A Funds	350,000	0	0.0%	0	0
Business Licenses	320,900	10,676	3.3%	5,651	5,025
Vehicle Code Fines	202,300	16,594	8.2%	4,729	11,865
Vehicle In-Lieu	150,000	0	0.0%	(82,198)	82,198
Total Leading Categories	**11,285,515**	**603,747**	**5.3%**	**(14,136)**	**622,612**
% Revenue Increase/Decrease Over Prior Year				**-2.3%**	

Property Taxes -- Property taxes are not received in equal monthly payments during the fiscal year. Property taxes are received in their largest allocations in December and April. The December 20th 40% advance payment is the critical barometer of annual performance. In 1993, the State of California "swapped" vehicle license fees for property taxes. The VLF/Property Tax Swap, valued at $3,000,000 in FY 2013, will be received in equal increments in January and May. Property taxes, inclusive of the "swap," represent 28% of the City's revenue base.

The property tax activity profiled below reflects only the August receipt of the 80% advance of unsecured property taxes.

Property Tax Two-Year Summary
17% of Fiscal Year Complete

Description	Estimated Revenue	YTD Actual	%	Increase/ (Decrease) Over Prior Yr	Prior Year Actual
Property Taxes	3,583,195	10,631	0.3%	(514)	11,145
% Revenue Increase/Decrease Over Prior Year				**-4.6%**	

Utility Users Taxes – At least 26% of the General Fund's revenue collections are derived from the 10% consumption tax on telephone, water, electricity and gas use by residents and businesses. Collections to date have fallen below the prior year by 4.8%. Disparity is greatest in telephone collections.

City of Bell
Utility Users Tax
17% of Fiscal Year Complete

Description	Estimated Revenue	YTD Actual	%	Increase/ (Decrease) Over Prior Yr	Prior Year Actual
UUT - Telephone	1,180,000	73,335	6.2%	(11,254)	84,589
UUT - Water	570,000	49,446	8.7%	6,854	42,592
UUT - Electric	1,157,000	88,296	7.6%	(1,624)	89,920
UUT - Gas	400,000	21,475	5.4%	(5,809)	27,284
	3,307,000	232,552	7.0%	(11,833)	244,385
% Revenue Increase/Decrease Over Prior Year				**-4.8%**	

Sales Taxes -- The base, Bradley-Burns sales tax, the Public Safety Augmentation sales tax and the VLF/"Triple Flip" payment make up the category of sales taxes. In 1994, when the State of California issued bonds to finance its budgetary deficit, it altered the distribution of sales taxes by substituting the VLF/"Triple Flip" payment. Sales tax proceeds are received each month; the "Triple Flip" is received in equal increments in January and May of each year.

In its assembly of the FY 2013 Budget, staff failed to budget revenue of $404,938 pertaining to the VLF/"Triple Flip." However, this error works to the benefit of the General Fund. We will receive equal increments of $202,469 in January and May of 2013 that we had not planned for.

On a cash basis, sales taxes are performing below the prior year. It remains to be seen, as the fiscal year develops further, whether the increases in economic activity being enjoyed by other municipalities extends itself to our community.

Sales Tax Two-Year Summary (Cash Basis)
17% of Fiscal Year Complete

Description	Estimated Revenue	YTD Actual	%	Increase/ (Decrease) Over Prior Yr	Prior Year Actual
Sales Taxes	1,852,000	239,280	12.9%	(45,990)	285,270
% Revenue Increase/Decrease Over Prior Year				**-16.1%**	

Rents & Concessions -- With the adoption of this year's Annual Budget, this line item expanded from its $130,000 approximate annual collections for various property rentals to include the estimated $739,000 proceeds from the Jones LaSalle America lease agreement. The lease agreement proceeds were formerly receipted with the Surplus Property Authority (SPA). The first lease installment payment of $369,667 has been received this fiscal year but was incorrectly receipted to the SPA. Correction will be evidenced in future reports.

Franchise Taxes – The City collects a 5% franchise fee from the Southern California Water Company, SoCal Edison, SoCal Gas, Time Warner Cable and refuse haulers. Franchise fees are paid once each year (in March or April) by most providers. The collections displayed above pertain to Time Warner cable television. Time Warner pays its franchise fees on a quarterly basis.

Parking Citations – Parking citations are issued by the Police Department, collected and processed by the City with the assistance of service provided the City of Inglewood. Many Southern California cities utilize Inglewood processing services. Collections this year are roughly consistent with last year.

Sale of Proposition A Funds – This revenue item is one-time in nature and was included in the FY 2013 Adopted Budget as a means to bolster General Fund collections. In September the City sold $467,000 in idle Prop A funds to the Palos Verde Transit Authority for $0.75 "on the dollar," rendering $350,000 in proceeds. This transaction is not shown above because the reporting period of this report ends on August 31st.

Business Licenses – The renewal period for the City's business licenses begins on January 1st or each year. Expect the greatest concentration of transactions during the 1st quarter of the calendar year. Our auditors have determined that the "motel business flat tax," a category of collections valued at $10,000, should be classified with business licenses, and have reclassified proceeds from FY 2010 through FY 2012 accordingly. We will receipt these collections with business licenses in FY 2013.

Vehicle Code Fines – Code fines are derived from Police Department enforcement activities. They comprise the "moving violations" and correction notices that uniformed officers initiate. Code fines are processed through the County. Collections Countywide have been on the decline for the last few years, leading some to speculate about the processing practices

employed by the County. At least one agency, the City of Glendora, has called for audit of County practices. Collections to date evidence increase over the same period in FY 2012.

Vehicle In Lieu Fees – SB 89, enacted with little notice at the conclusion of the State's budget process last year, siphoned away the majority of the remaining VLF allocations to cities. We are left with one annual payment from "excess" collections each September. The value of this payment to Bell was $19,983 in September 2012. Additional payments are not expected. The City's $150,000 revenue estimate for this category appears inaccurate. The estimate may have relied upon misinformation in the accounting records owing to improper receipting of revenues.

While not included in the Top Ten, revenue collections from development-related activities can offer insight into current and future economic activity within our borders.

Consider the following:

Development-Related Revenue Two-Year Summary
17% of Fiscal Year Complete

Description	Estimated Revenue	YTD Actual	%	Increase/ (Decrease) Over Prior Yr	Prior Year Actual
Building Permits	125,000	5,618	4.5%	(12,400)	18,018
Plan Checks	45,000	101,773	226.2%	92,241	9,532
	170,000	107,391	63.2%	79,841	27,550
% Revenue Increase/Decrease Over Prior Year				**289.8%**	

Plan checks are the first step in brick and mortar development. Building permits are issued after all required approvals for a project are in place. In the above spreadsheet we see evidence of plan checking activity well in excess of expectation for FY 2013. These proceeds are the result of plan checking for the Bandini Project in the northeast corner of the City.

REVENUE DISCUSSION – SPECIAL REVENUE FUNDS:

Revenue Summary -- Special Revenue Funds
17% of Fiscal Year Complete

Description	Estimated Revenue	YTD Actual	%	Increase/ (Decrease) Over Prior Yr	Prior Year Actual
All Special Revenue	8,253,750	816,735	9.9%	556,488	260,247

With only two months of activity in the books, revenue collections are slow to start in the Special Revenue funds. The largest fund in the group, the Retirement Fund, is estimated to collected $2,417,351 in FY 2013. In that the Retirement Fund is an ad valorem property tax levy, its collections mirror that of the City's property tax: the largest receipts are taken in December and April.

The second largest producer in this category is the Gas Tax, estimated at $1,589,951 this year. Gas Tax receipts are collected each month. Collections to date far exceed those of last year at this time. This fact may be attributable to improper receipting practices. Correction may be necessary.

The third largest component of this category is Community Development Block Grant (CDBG) funds. Collections in FY 2013 are expected to be $927,720. CDBG revenue is triggered on a reimbursement basis. The City must first process expenditures; reimbursement requests are then processed on a monthly or quarterly basis.

A sobering detail: because the City had not submitted its Single Audit Report for FY 2010 to the Los Angeles Community Development Commission (LACDC), the LACDC suspended the City's CDBG programming beginning on October 15th until the Report is completed and in their possession. On Monday, October 29th the completed Single Audi was given to the LACDC. At this writing we await confirmation of our release from suspension.

Please see Attachment 2: Revenue Summary Report for detail.

REVENUE DISCUSSION – DEBT SERVICE FUNDS:

Debt Service Funds
17% of Fiscal Year Complete

Description	Estimated Revenue	YTD Actual	%	Increase/ (Decrease) Over Prior Yr	Prior Year Actual
General Obligation Bonds	2,150,000	0	0.0%	0	0
% Revenue Increase/Decrease Over Prior Year				**#DIV/0!**	

Income designated for the debt servicing of general obligation bonds issued in 2004 and 2007 is received in this fund. Collections result from a property tax levy, thus the pattern of revenue accumulation matches that of the City's property taxes and the Retirement Fund. Largest collections are made in December and April each year.

A 2003 election authorized the sale of up to $70 million in bonds. In 2004, the City issued $15 million in bonds. In 2007 it issued another $35 million. In July of 2012, a portion of the Series 2007 bonds remained unexpended. The City used the unexpended proceeds to pay the tender price of the tendered bonds, defease other bonds, and pay related costs – thereby reducing the borrowing. At the end of the process, bond principal of $17.9 million remains outstanding. Total debt service costs, inclusive of interest, is $33.7 million. The debt service extends to 2037.

At this writing, the Internal Revenue Service is investigating the use of proceeds resulting from the Series 2004 bonds.

Commencing in FY 2012, the City isolated the financial activities of the General Obligation bonds to a debt service fund. For FY 2013, total estimated income of the fund is $2,150,000. Debt service costs and third-party administration fees total $2,168,405. In this light, the disparity and tax collection and debt service requirements has been rectified.

The activities pertinent to Series 2007 Bond defeasing and tender are discussed in the Capital Projects section of this report.

Please see Attachment 2: Revenue Summary Report for detail.

REVENUE DISCUSSION – BELL COMMUNITY HOUSING AUTHORITY (BCHA):

Revenue Summary -- Bell Community Housing Authority (BCHA)
17% of Fiscal Year Complete

Description	Estimated Revenue	YTD Actual	%	Increase/ (Decrease) Over Prior Yr	Prior Year Actual
Bell MHP	954,000	167,542	17.6%	4,584	162,958
Florence MHP	1,140,000	199,683	17.5%	(793)	200,476
Rental Properties	599,400	103,108	17.2%	(4,543)	107,651
BCHA Debt Service	0	0		0	0
Total BCHA	2,693,400	470,333	17.5%	(752)	471,085

BCHA transactions offer a bright spot in our accounting management. They also suggest that the Community Services Department's management of the properties has been steady. Income from each mobile home park and other rental properties is consistent with the fiscal year – collections are at 17.5% at the 17% point in the year – and consistent with the prior year.

Please see Attachment 2: Revenue Summary Report for detail.

REVENUE DISCUSSION: CAPITAL PROJECTS FUND:

Capital Projects Fund Two-Year Summary
17% of Fiscal Year Complete

Description	Estimated Revenue	YTD Actual	%	Increase/ (Decrease) Over Prior Yr	Prior Year Actual
Capital Projects Fund	0	0	#DIV/0!	859,125	(859,125)
% Revenue Increase/Decrease Over Prior Year				**-100.0%**	

The City is using the Capital Projects Fund to account for the General Obligation Bonds Series 2007 defeasance and tender in FY 2013. Last year at this time, the revenue account was used to record transfer out of $859,125 to the General Fund for the debt servicing activities pertaining to the GO Bonds. This transfer was later moved to the Debt Service Fund to support GO Bond debt service.

The defeasance and tender activity is an expense of the Capital Projects Fund in FY 2013.

Please see Attachment 2: Revenue Summary Report for detail.

REVENUE DISCUSSION – INTERNAL SERVICE FUNDS:

Revenue Summary – Internal Service Funds
17% of Fiscal Year Complete

Description	Estimated Revenue	YTD Actual	%	Increase/ (Decrease) Over Prior Yr	Prior Year Actual
Workers' Comp & Liability	0	0	#DIV/0!	(418,503)	418,503
Total Internal Services	**0**	**0**	**#DIV/0!**	**(418,503)**	**418,503**

Internal service funds account for the business-type activities of the internal City organization. The funding source for each is generally created through imposition of "user" charges to operating funds (transfers between funds, in effect) to meet a specialized need.

The Adopted FY 2013 authorized the transfer in of $1,761,226 from the General Fund.

When the Finance Department transferred the contents of the Adopted Budget to the City's General Ledger of Accounts (its automated accounting system), it neglected to insert the $8,179,042 in transfers in/transfers out to the General Ledger. In this manner, the revenue estimation for the Risk Management Fund is not yet reflected in this report and its attachments. This work will be completed in the coming weeks. Expect future monthly reports to display appropriately altered totals consistent with the Adopted Budget.

Please see Attachment 2: Revenue Summary Report for detail.

REVENUE DISCUSSION – THE BELL SUCCESSOR AGENCY:

Revenue Summary -- Bell Successor Agency
17% of Fiscal Year Complete

Description	Estimated Revenue	YTD Actual	%	Increase/ (Decrease) Over Prior Yr	Prior Year Actual
CRA Capital Projects	0	0	#DIV/0!	0	0
CRA Debt Service	2,486,380	0	0.0%	0	0
CRA Low/Mod	0	0	#DIV/0!	0	0
CRA Debt Service	0	0	#DIV/0!	0	0
Total Successor Agency	**2,486,380**	**0**	**0.0%**	**0**	**0**

The Successor Agency (SA) was created to manage the redevelopment dissolution process. In FY 2013, after two external audits designed to measure the available assets of the former Redevelopment Agency, the Successor Agency will be forced to turn over any and all idle cash of the former Redevelopment Agency to the County of Los Angeles. After this process is completed, the Successor Agency will receive a Finding of Completion from the State Department of Finance (DOF).

This elaborate process unveils the true intentions of redevelopment dissolution: the State of California will, by the end of FY 2013, have taken all cash assets from the former Bell Redevelopment Agency.

In the meantime, income estimated in FY 2013 is that represented in the SA's Recognized Obligation Payment Schedule (ROPS) as approved by the Bell Oversight Board. The $2.5 million reflected above is the bare minimum necessary to service Redevelopment Agency debt, pay certain related contractual obligations, and, if available, pay SA administrative costs. The remittance date for payment of ROPS obligations is January 2, 2013.

Please see Attachment 2: Revenue Summary Report for detail.

EXPENDITURE DISCUSSION – ALL FUNDS:

Expenditure Summary -- All Fund Types
17% of Fiscal Year Complete

Description	Adopted Budget	YTD Actual	%	Increase/ (Decrease) Over Prior Yr	Prior Year Actual
General Fund	11,060,620	1,264,864	11.4%	(1,508,246)	2,773,110
Special Revenue	9,515,910	341,859	3.6%	(498,635)	840,494
Debt Service	3,325,591	2,843,300	85.5%	1,358,824	1,484,476
BCHA	2,702,935	26,665	1.0%	(27,371)	54,036
Capital Projects	17,892,300	18,110,213	101.2%	18,109,293	920
Internal Service	1,877,401	1,062,823	56.6%	644,319	418,504
Successor Agency	2,268,039	555,214	24.5%	555,214	0
Total All Fund Types	**48,642,796**	**24,204,938**	**49.8%**	**18,633,398**	**5,571,539**

Two operational problems that influence the quality of expenditure information have been discovered.

First, the FY 2013 Adopted Budget document indicates that the total City and Successor Agency expenditure budget is $48,393,173. However, examination of expenditure amounts posted to the City's general ledger of accounts displays the $48,642,796 amount depicted above.

The difference between the authorized budget amount and that posted to the general ledger of accounts is $249,623. The inaccurate postings are as follows:

Sewer Fund	1,500
Litter Reduction Grant - Grant Fund	122,400
Proposition C Fund	497
Asset Forfeiture Fund	103,746
COPS Police Grant	(20)
Street Lighting Fund	1,500
Debt Service GO Bonds Fund	20,000
Total Inaccurate Postings	249,623

The inaccurate postings will be researched and corrected in future reports. If it results that any of the above items are intended to be included in the expenditure budget (e.g., the Litter Reduction Grant or the DARE Program supported by the Asset Forfeiture Fund), staff will return to the City Council to authorize the additions in keeping with the Budget and Fiscal Policies: Financial Reporting and Budget Administration, C., Budget Administration.

Second, the August 2012 expenditure reports offer incomplete expense information. Two issues are at play. Prior to October of 2012 the Finance Department had not posted all

approved expenditures during the first three months of FY 2013. This problem has been addressed in October; all payments approved by the City Council via authorization of warrants are current.

It also appears that there exist minor payment process coordination problems between the Finance Department and other departments. Staff will be initiating inter-departmental meetings in the coming weeks that will clarify procedures and roles. The end result will be speedier payment processing and more accurate interim financial reports.

General Fund – See detailed discussion of General Fund below.

Special Revenue Funds – A total of 16 distinct funds make up this group. Spending in the current year is well below budget and spending in the prior year. The largest difference is attributable to grant spending last year. The STPL grant award for the Florence Overlay Project had expenditures of $239,495 at this point last year. Also, Retirement Fund expenditures last year were $49,131 greater than this year. The Refuse Fund had $84,781 more expended at this point, the majority toward operations costs.

BCHA – As mentioned above in the BCHA revenue discussion, the accounting and management of BCHA appears to function effectively. The disparity between fiscal years is likely attributable to late posting of payments in FY 2013. BCHA debt service payments that are budgeted at $1,298,695 are not yet due.

Debt Service Funds – A portion of the $2,843,300 expenditure displayed above is attributable to debt service payments that should have been made from the Public Finance Authority, Fund 18. This amount, $782,141, will be reclassified from one fund to the other. The PFA makes debt service payments on the 2005 Pension Obligation Bonds (POBs) and the 1998 Certificates of Participation (COPs). Debt Service Fund 89 makes debt service payments on outstanding General Obligation Bonds. The payment displayed in FY 2012 was for the POBs.

Internal Service – In FY 2013 $660,000 settlement payments were authorized and paid against liability claims pertaining to the Police Department. The settlement costs create considerable variance with the prior year.

Successor Agency – In July the Successor Agency was forced to remit $481,714 to the County of Los Angeles. This "clawback" was designed to recover tax increment paid in December 2011 and January 2012 that the County and the State Department of Finance determined was in excess of the Successor Agency's requirements under the Recognized Obligation Payments Schedules.

Please see Attachment 3: Expenditure Summary Report for detail.

EXPENDITURES DISCUSSION – THE GENERAL FUND

The General Fund -- Expenditure Summary by Service Area
17% of Fiscal Year Complete

Category	Adopted Budget	YTD Actual	%	Increase/ (Decrease) Over Prior Yr	Prior Year Actual
City Council	208,181	6,695	3.2%	2,004	4,691
City Manager	434,223	57,159	13.2%	(28,221)	85,380
City Attorney	300,000	0	0.0%	(139)	139
City Clerk	181,545	7,089	3.9%	6,053	1,036
Finance Department	752,641	72,853	9.7%	18,324	54,529
Non-Department	1,564,500	197,824	12.6%	(1,426,255)	1,624,079
Community Services	1,272,219	133,480	10.5%	(53,765)	187,244
Police	5,420,573	729,700	13.5%	(41,911)	771,611
Community Development	926,738	60,063	6.5%	15,663	44,400
Total General Fund	**11,060,620**	**1,264,864**	**11.4%**	**(1,508,246)**	**2,773,110**
% Increase/Decrease Over Prior Year				**-54.4%**	

Expenditures to date in FY 2013 are well within budget. This fact is partially attributable to incomplete postings (see discussion). Expenditures to date are also considerably below the same period in FY 2012.

Variances of note include:

City Manager -- This category reflects activity in the City Manager's Office and, in FY 2012, the activity formerly known as Administration Support. Personnel costs in the Administration Support activity have now been allocated in largest part to the Finance Department.

City Attorney – The lack of payments reflects incomplete postings and the fact that billings trail the period by up to two months. It may be that coordination improvements are possible.

Finance Department – The Finance Department absorbed the majority of the Administration Support activity from the City Manager's activity beginning in FY 2013, so personnel costs increased. Also, the Department now possesses greater budget for part-time staffing as a means to meet the backlog of work created after the scandal.

Non-Department – In FY 2012, payments totaling $1,552,384 pertaining to the General Obligation Bonds were posted to this General Fund activity. The budget for 2013 payments, as indicated above, is located in Fund 89, the Debt Service Fund. We will be working with our auditors to determine the appropriate place to locate this expenditure.

Community Services – In the prior year, spending for Youth Activities and Social Service Programs exceeds the current year.

Community Development – The Department evidences only $3,133 of expenditures against the combined total of $79,000 for the Engineering and Public Works function last year.

Please see Attachment 3: Expenditure Summary Report for detail.

ATTACHMENTS

Attachment 1: General Fund Revenue and Expenditure Pie Charts
Attachment 2: Revenue Summary Report at August 31, 2012
Attachment 3: Expenditure Summary Report at August 31, 2012

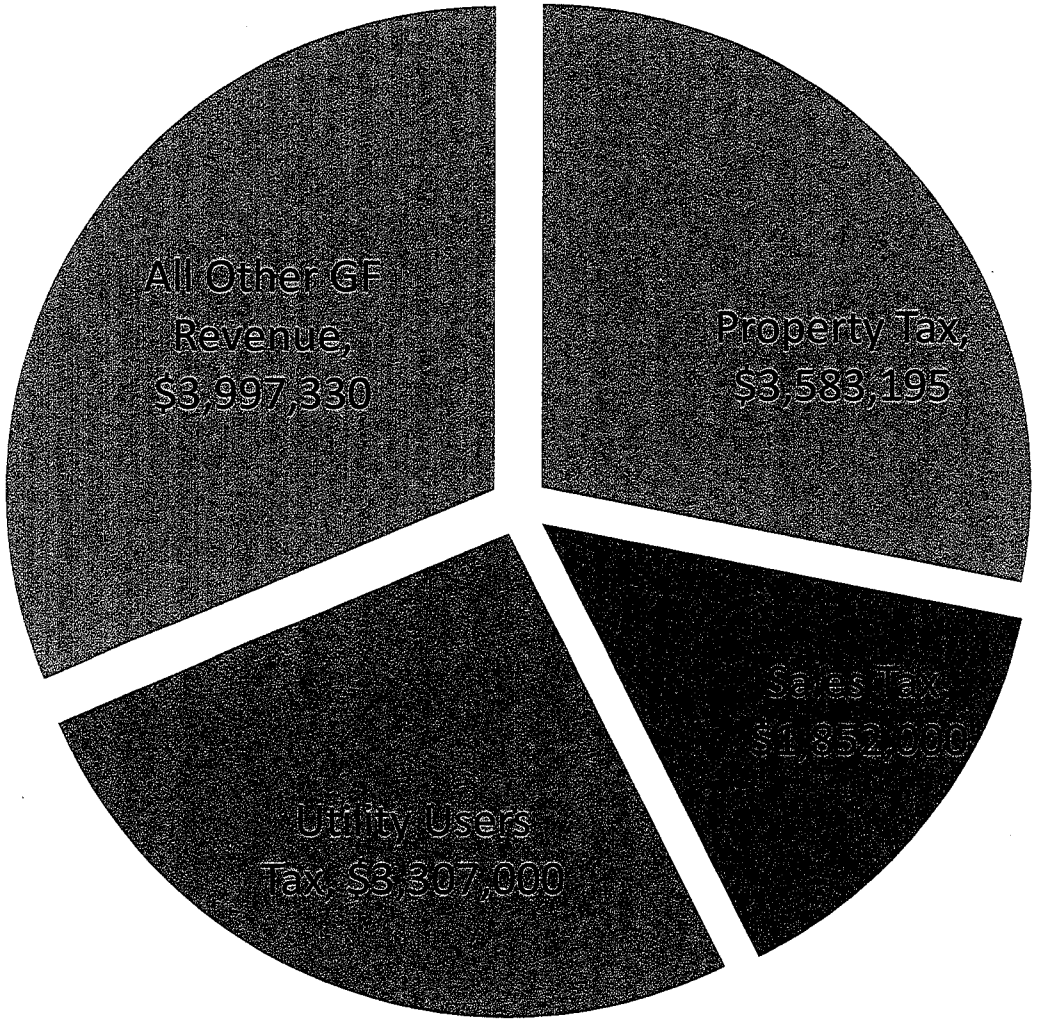
Attachment 1: General Fund Revenue and Expenditure Pie Charts

Attachment 2: Revenue Summary Report at August 31, 2012

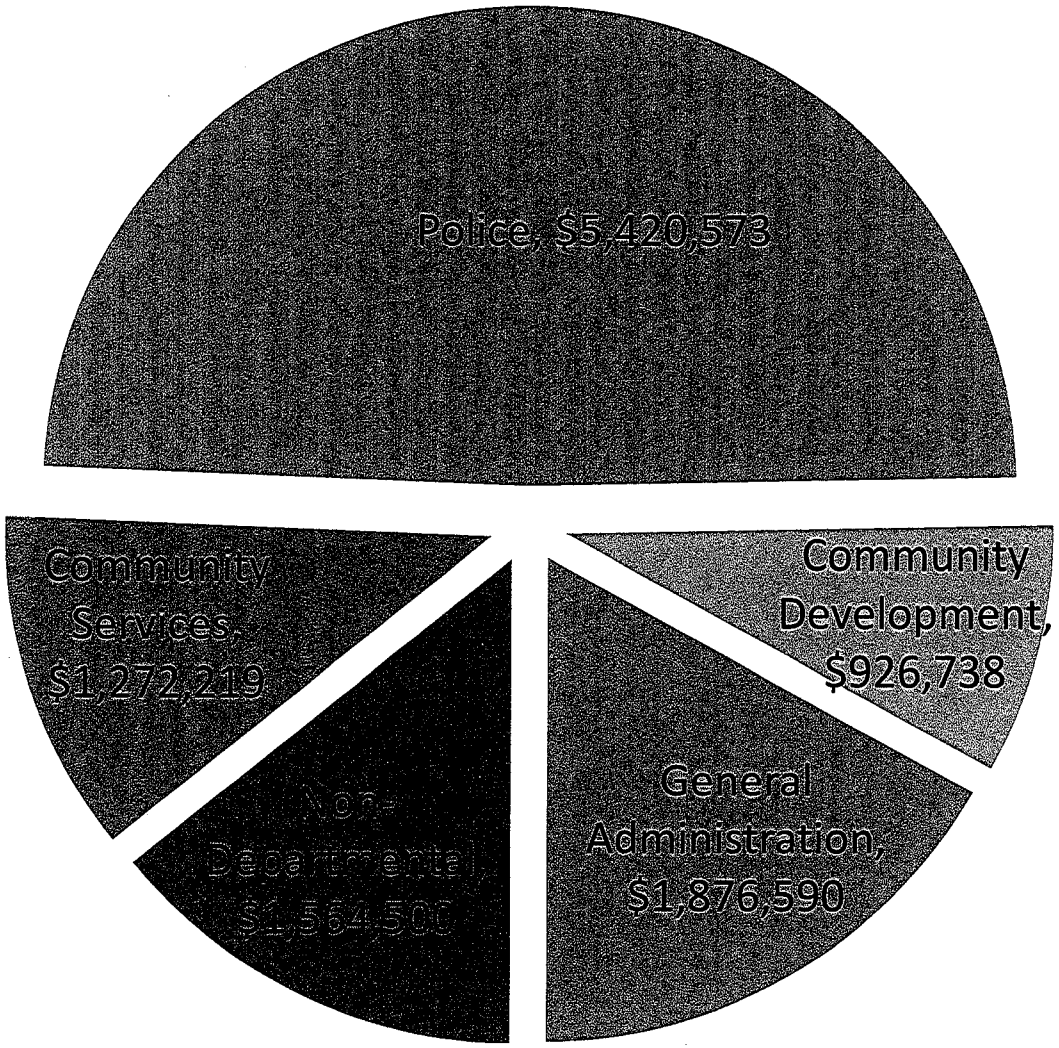
Attachment 3: Expenditure Summary Report at August 31, 2012

Attachment 1: General Fund Revenue and Expenditure Pie Charts

General Fund Revenue



General Fund Expenditures



Attachment 2: Revenue Summary Report at August 31, 2012

Revenue Summary Report

at August 31, 2012

17% of Fiscal Year Complete

	This Year			Last Year	This Year vs. Last Year	
Fund & Description	**Budget**	**YTD Actual**	**%**	**YTD Actual**	**$ Variance**	**% Variance**
The General Fund						
Taxes						
Property Tax	583,195	10,631	1.8%	11,145	(514)	-4.6%
VLF/Prop Tax "Swap"	3,000,000	-	0.0%	-	-	#DIV/0!
Public Safety Augment (Cash)	34,000	6,580	19.4%	5,670	910	16.0%
Sales Tax (Cash Basis)	1,818,000	232,700	12.8%	279,600	(46,900)	-16.8%
Sales Tax "Triple Flip"	-	-	#DIV/0!	-	-	#DIV/0!
Franchise Taxes	615,000	25,926	4.2%	-	25,926	#DIV/0!
Utility Users Tax	3,307,000	232,552	7.0%	244,385	(11,833)	-4.8%
Motel Business Tax	10,000	-	0.0%	-	-	#DIV/0!
Apartment Unit Business Tax	46,980	519	1.1%	530	(11)	-2.1%
Property Transfer Taxes	41,000	-	0.0%	2,678	(2,678)	-100.0%
Total Taxes	9,455,175	508,908	5.4%	544,007	(35,100)	-6.5%
Licenses & Permits						
Business Licenses	320,900	10,676	3.3%	5,025	5,651	112.5%
Building Permits	125,000	5,618	4.5%	18,018	(12,400)	-68.8%
All Other Licenses & Permits	37,870	6,835	18.0%	8,586	(1,752)	-20.4%
Total Licenses & Permits	483,770	23,129	4.8%	31,629	(8,500)	-26.9%
Fines & Forfeitures						
Parking Citations	386,580	63,790	16.5%	60,217	3,574	5.9%
Prop 69 - DNA ID	1,650	930	56.4%	-	930	#DIV/0!
Vehicle Code Fines	202,300	16,594	8.2%	11,865	4,729	39.9%
Parking Bail	100,000	25,257	25.3%	7,417	17,840	240.5%
Total Fines & Forfeitures	690,530	106,572	15.4%	79,498	27,073	34.1%
Money & Property						
Interest Income	6,000	-	0.0%	-	-	#DIV/0!
Rents & Concessions	870,840	20,892	2.4%	16,571	4,321	26.1%
Total Money & Property	876,840	20,892	2.4%	16,571	4,321	26.1%
Revenue From Other Agencies						
Motor Veh In-Lieu	150,000	-	0.0%	82,198	(82,198)	-100.0%
POST	35,000	1,092		612		
Other Intergovernmental	23,700	1,791	7.6%	31,899	(30,108)	-94.4%
Total From Other Agencies	208,700	2,884	1.4%	114,709	(111,825)	-97.5%

Revenue Summary Report

at August 31, 2012

17% of Fiscal Year Complete

Charges for Current Service						
Plan Checks	45,000	101,773	226.2%	9,532	92,241	967.6%
Street Inspections	25,000	16,315	65.3%	6,308	10,007	158.6%
ARB Fees	20,000	2,242	11.2%	4,036	(1,794)	-44.4%
Unlicensed Driver Release	50,000	18,000	36.0%	8,712	9,288	106.6%
Towing Commission	13,000	1,904	14.6%	812	1,092	134.6%
Stored Vehicles	30,000	13,250	44.2%	5,900	7,350	124.6%
DUI Cost Recovery	10,000	4,000	40.0%	1,200	2,800	233.3%
All Other Current Charges	38,010	6,628	17.4%	6,607	21	0.3%
Total Current Services	231,010	164,112	71.0%	43,108	121,004	280.7%
Parks & Recreation						
Park Pavilion Rental	18,000	2,935	16.3%	3,650	(715)	-19.6%
Community Center Rental	35,000	6,431	18.4%	3,075	3,356	109.1%
Class Fees	63,000	13,905	22.1%	16,598	(2,693)	-16.2%
Sports	15,000	50	0.3%	-	50	#DIV/0!
Soccer League	45,000	1,770	3.9%	1,500	270	18.0%
Snack Bar	60,000	12,646	21.1%	18,775	(6,129)	-32.6%
All Other P&R	9,000	1,021	11.3%	(1,328)	2,349	-176.9%
Total Parks & Recreation	245,000	38,758	15.8%	42,271	(3,513)	-8.3%
Other Revenue/Transfers						
Sale of CDBG Funds	150,000	-	0.0%	-	-	#DIV/0!
Sale of Prop A Funds	350,000	-	0.0%	-	-	#DIV/0!
Transfer In / (Out)	-	-	#DIV/0!	859,125	(859,125)	-100.0%
Transfer In / (Out) Liability	-	-	#DIV/0!	(418,503)	418,503	-100.0%
All Other Rev/Trans	12,500	174	1.4%	27,576	(27,403)	-99.4%
Total Miscellaneous	512,500	174	0.0%	468,198	(468,024)	-100.0%
Total General Fund	**12,703,525**	**865,427**	**6.8%**	**1,339,990**	**(474,563)**	**-35.4%**

Revenue Summary Report

at August 31, 2012

17% of Fiscal Year Complete

Special Revenue Funds						
Air Quality Improvement	45,100	11,017	24.4%	-	11,017	#DIV/0!
Gas Tax	1,589,951	211,537	13.3%	69,050	142,487	206.4%
Retirement	2,417,351	50,999	2.1%	-	50,999	#DIV/0!
Refuse Fund	390,000	17,959	4.6%	-	17,959	#DIV/0!
Sewer Maintenance	352,115	3,094	0.9%	-	3,094	#DIV/0!
Recycling	-	4,294	#DIV/0!	-	4,294	#DIV/0!
TDA Bikeways	19,125	-	0.0%	-	-	#DIV/0!
Surplus Property Authority	-	369,667	#DIV/0!	-	369,667	#DIV/0!
CDBG	927,720	(10,479)	-1.1%	-	(10,479)	#DIV/0!
Grants						
Oil Recycling	10,000	-	0.0%	-	-	#DIV/0!
Litter Reduction	122,400	-	0.0%	-	-	#DIV/0!
Beverage Container Recycling	10,000	-	0.0%	-	-	#DIV/0!
Federal HPP	427,000	-	0.0%	-	-	#DIV/0!
ARRA CDBG	-	14,920	#DIV/0!	-	14,920	#DIV/0!
Street Lighting	473,000	4,327	0.9%	-	4,327	#DIV/0!
Measure R	330,000	56,747	17.2%	23,688	33,059	139.6%
Prop C Transportation	440,000	78,091	17.7%	73,299	4,792	6.5%
Prop A Transportation	584,340	-	0.0%	94,210	(94,210)	-100.0%
Asset Forfeiture	-	4,561	#DIV/0!	-	4,561	#DIV/0!
COPS Grant	100,000	-	0.0%	-	-	#DIV/0!
Justice Assistance Grant	15,648	-	0.0%	-	-	#DIV/0!
Total Special Revenue Funds	**8,253,750**	**816,735**	**9.9%**	**260,247**	**556,488**	**213.8%**
Debt Service Funds						
Debt Service	2,150,000	-	0.0%	-	-	#DIV/0!
Total Debt Service Funds	**2,150,000**	**-**	**0.0%**	**-**	**-**	**#DIV/0!**
Bell Community Housing Authority						
BCHA Operating						
Bell MHP	954,000	167,542	17.6%	162,958	4,584	2.8%
Florence MHP	1,140,000	199,683	17.5%	200,476	(793)	-0.4%
Rental Properties	599,400	103,108	17.2%	107,651	(4,543)	-4.2%
BCHA Debt Service	-	-	#DIV/0!	-	-	#DIV/0!
Total BCHA	**2,693,400**	**470,333**	**17.5%**	**471,085**	**(752)**	**-0.2%**
Capital Projects Funds						
Capital Projects	-	-	#DIV/0!	(859,125)	859,125	-100.0%
Total Capital Projects	**-**	**-**	**#DIV/0!**	**(859,125)**	**859,125**	**-100.0%**

Revenue Summary Report

at August 31, 2012

17% of Fiscal Year Complete

Internal Service Funds						
Workers' Comp & Liability	-	-	#DIV/0!	418,503	(418,503)	-100.0%
Total Internal Service	**-**	**-**	**#DIV/0!**	**418,503**	**(418,503)**	**-100.0%**
Bell Successor Agency						
CRA Capital Projects	-	-	#DIV/0!	-	-	#DIV/0!
CRA Debt Service	2,486,380	-	0.0%	-	-	#DIV/0!
CRA Low/Mod	-	-	#DIV/0!	-	-	#DIV/0!
CRA Debt Service	-	-	#DIV/0!	-	-	#DIV/0!
Total Successor Agency	**2,486,380**	**-**	**0.0%**	**-**	**-**	**#DIV/0!**
Grand Total All Revenue	**28,287,055**	**2,152,494**	**7.6%**	**1,630,701**	**521,794**	

Attachment 3: Expenditure Summary Report at August 31, 2012

Expenditure Summary Report

at August 31, 2012

17% of Fiscal Year Complete

Fund & Description	This Year Budget	This Year YTD Actual	This Year %	Last Year YTD Actual	This Year vs. Last Year $ Variance	This Year vs. Last Year % Variance
THE GENERAL FUND (01)						
City Council	208,181	6,695	3.2%	4,691	2,004	42.7%
City Manager	363,541	50,151	13.8%	13,070	37,081	283.7%
Administration Support	-	-		58,640	(58,640)	-100.0%
Personnel	70,682	7,008	9.9%	13,670	(6,662)	-48.7%
City Attorney	300,000	-	0.0%	139	(139)	-100.0%
City Clerk	181,545	7,089	3.9%	1,036	6,053	584.3%
Finance Department	752,641	72,853	9.7%	54,529	18,324	33.6%
Non-Departmental	1,564,500	197,824	12.6%	1,624,079	(1,426,255)	-87.8%
Community Services Department						
Youth & Team Sports Activities	827,119	90,660	11.0%	126,296	(35,637)	-28.2%
Social Service Programs	403,957	35,282	8.7%	45,780	(10,498)	-22.9%
Skate Park	23,829	2,886	12.1%	3,878	(992)	-25.6%
Technology Center	17,314	4,652	26.9%	470	4,182	889.8%
Park Maintenance	-	-	#DIV/0!	10,820	(10,820)	-100.0%
Police Department						
Patrol	2,846,974	376,081	13.2%	417,955	(41,874)	-10.0%
Detectives	593,410	101,494	17.1%	73,308	28,186	38.4%
Communications	501,187	108,339	21.6%	70,121	38,218	54.5%
Records	299,002	32,587	10.9%	37,702	(5,115)	-13.6%
Traffic	140,115	16,798	12.0%	19,947	(3,149)	-15.8%
Administration	305,886	38,050	12.4%	86,388	(48,338)	-56.0%
Jail *	317,545	14,104	4.4%	26,081	(11,977)	-45.9%
Training *	92,799	16,316	17.6%	8,901	7,415	83.3%
Parking Enforcement	323,655	25,931	8.0%	31,208	(5,277)	-16.9%
Community Development Department						
Planning	122,669	11,608	9.5%	13,518	(1,910)	-14.1%
Planning Commission	-	-	#DIV/0!	2,155	(2,155)	-100.0%
Economic Development	54,318	2,510	4.6%	-	2,510	#DIV/0!
Code Enforcement	183,140	20,120	11.0%	15,883	4,237	26.7%
Building & Safety *	130,375	6,557	5.0%	9,711	(3,154)	-32.5%
Engineering	106,423	1,536	1.4%	3,133	(1,597)	-51.0%
Public Works	329,813	15,932	4.8%	-	15,932	#DIV/0!
Public Works	-	1,800	#DIV/0!	-	1,800	#DIV/0!
Total General Fund	**11,060,620**	**1,264,864**	**11.4%**	**2,773,110**	**(1,508,246)**	**-54.4%**

Expenditure Summary Report
at August 31, 2012
17% of Fiscal Year Complete

Fund & Description	This Year Budget	This Year YTD Actual	This Year %	Last Year YTD Actual	This Year vs. Last Year $ Variance	This Year vs. Last Year % Variance
SPECIAL REVENUE FUNDS						
AIR QUALITY FUND (02)						
Operations	2,600	-	0.0%	2,600	(2,600)	-100.0%
Alt Fuel Vehicles	120,000	-	0.0%	-	-	#DIV/0!
Technology Improvements	50,000	-	0.0%	-	-	#DIV/0!
Total AQMD	172,600	-	0.0%	2,600	(2,600)	-100.0%
GAS TAX FUND (04)						
Personnel	57,520	5,537	9.6%	-	5,537	#DIV/0!
Operations	407,000	17,874	4.4%	43,943	(26,069)	-59.3%
Capital Projects	619,000	-	0.0%	4,500	(4,500)	-100.0%
Total Gas Tax	1,083,520	23,411	2.2%	48,443	(25,032)	-51.7%
RETIREMENT FUND (06)						
Police Personnel Services	1,260,330	122,337	9.7%	144,431	(22,094)	-15.3%
Police Operations	4,000	-	0.0%	-	-	#DIV/0!
Miscellaneous Personnel Services	1,052,910	102,863	9.8%	129,900	(27,037)	-20.8%
Total Retirement	2,317,240	225,200	9.7%	274,331	(49,131)	-17.9%
REFUSE FUND (08)						
Personnel Services	46,770	1,553	3.3%	2,403	(850)	-35.4%
Operations	240,360	-	0.0%	83,931	(83,931)	-100.0%
Total Refuse	287,130	1,553	0.5%	86,334	(84,781)	-98.2%
SEWER FUND (09)						
Personnel Services	14,080	803	5.7%	2,000	(1,197)	-59.9%
Operations	318,300	1,800	0.6%	-	1,800	#DIV/0!
Capital Construction	423,270	-	0.0%	-	-	#DIV/0!
Total Sewer	755,650	2,603	0.3%	2,000	603	30.2%
RECYCLING FUND (10)						
Operations	-	-	#DIV/0!	16,458	(16,458)	-100.0%
Total Recycling	-	-	#DIV/0!	16,458	(16,458)	-100.0%
SURPLUS PROPERTY AUTHORITY (19)						
Operations		-	#DIV/0!	-	-	#DIV/0!
Total SPA	-	-	#DIV/0!	-	-	#DIV/0!

Expenditure Summary Report

at August 31, 2012

17% of Fiscal Year Complete

Fund & Description	This Year Budget	This Year YTD Actual	This Year %	Last Year YTD Actual	This Year vs. Last Year $ Variance	This Year vs. Last Year % Variance
CDBG (30)						
Asbestos Abatement	240,000	-	0.0%	-	-	#DIV/0!
Housing Rehabilitation	290,825	3,200	1.1%	1,463	1,737	118.7%
Administration	-	-	#DIV/0!	2,142	(2,142)	-100.0%
Graffiti Removal	70,085	-	0.0%	-	-	#DIV/0!
Lead-Based Paint Abatement	5,470	-	0.0%	-	-	#DIV/0!
Bell Sports Complex	36,000	-	0.0%	-	-	#DIV/0!
Code Enforcement	158,235	12,667	8.0%	19,524	(6,857)	-35.1%
Handyman Program	127,105	10,984	8.6%	13,755	(2,771)	-20.1%
Total CDBG	927,720	26,851	2.9%	36,884	(10,033)	-27.2%
GRANTS FUND (32)						
Oil Recycling	10,000	-	0.0%	-	-	#DIV/0!
Litter Reduction (Prop A/Parcel) *	122,400	-	0.0%	-	-	#DIV/0!
Health & Wellness Center Grant	-	-	#DIV/0!	1,066	(1,066)	-100.0%
Beverage Container	10,000	-	0.0%	7,823	(7,823)	-100.0%
Bulletproof Vests	-	-	#DIV/0!	2,940	(2,940)	-100.0%
STPL Florence Overlay	-	-	#DIV/0!	239,495	(239,495)	-100.0%
Federal HPP Grant	427,000	-	0.0%	-	-	#DIV/0!
Total Grants	569,400	-	0.0%	251,324	(251,324)	-100.0%
STREET LIGHTING (45)						
Personnel Services	14,080	-	0.0%	-	-	#DIV/0!
Operations *	384,600	13,123	3.4%	18,443	(5,320)	-28.8%
Capital Projects	286,000	-	0.0%	-	-	#DIV/0!
Total Street Lighting	684,680	13,123	1.9%	18,443	-	0.0%
MEASURE R (67)						
Personnel Services	7,847	-	0.0%	-	-	#DIV/0!
Capital Projects	324,000		0.0%	-	-	#DIV/0!
Total Measure R	331,847	-	0.0%	-	-	#DIV/0!
PROP C TRANSPORTATION (68)						
Personnel Services	7,847	560	7.1%	-	560	#DIV/0!
Operations	75,000	3,915	5.2%	14,497	(10,582)	-73.0%
Capital Projects	593,000	-	0.0%	9,035	(9,035)	-100.0%
Total Prop C	675,847	4,475	0.7%	23,532	(19,057)	-81.0%

Expenditure Summary Report

at August 31, 2012

17% of Fiscal Year Complete

Fund & Description	This Year Budget	This Year YTD Actual	This Year %	Last Year YTD Actual	This Year vs. Last Year $ Variance	This Year vs. Last Year % Variance
PROP A TRANSPORTATION (70)						
Personnel Services	20,288	1,205	5.9%	-	1,205	#DIV/0!
Operations	467,000	-	0.0%	-	-	#DIV/0!
Dial-A-Ride	388,500	41,548	10.7%	40,885	663	1.6%
Recreational Transit	25,000	-	0.0%	-	-	#DIV/0!
Bus Shelter Maintenance	78,000	-	0.0%	-	-	#DIV/0!
Bus Pass Subsidy	65,600	516	0.8%	2,601	(2,085)	-80.2%
Total Prop A	1,044,388	43,269	4.1%	43,486	(217)	-0.5%
ASSET FORFEITURE (71) *						
Special Operations	-	-	0.0%	-	-	#DIV/0!
DARE Program	103,746	1,374		121	1,253	1035.5%
Police Reserves	89,866	-		-	-	#DIV/0!
Police Explorers	13,880	-		-	-	#DIV/0!
Capital Outlay	130,000	-	0.0%	-	-	#DIV/0!
Total Asset Forfeiture	337,492	1,374	0.4%	121	1,253	1035.5%
COPS GRANT (72)						
Capital Outlay	311,500	-	0.0%	36,538	(36,538)	-100.0%
Special Enforcement *	1,248	-	0.0%	-	-	#DIV/0!
Total COPS	312,748	-	0.0%	36,538	(36,538)	-100.0%
JUSTICE ASSISTANCE GRANT (74)						
Radio System Upgrade	15,648	-	0.0%	-	-	#DIV/0!
Total JAG	15,648	-	0.0%	-	-	#DIV/0!
TOTAL SPECIAL REVENUE FUNDS	9,515,910	341,859	3.6%	840,494	(498,635)	-59.3%
DEBT SERVICE FUNDS						
DEBT SERVICE FUND (89)						
Interest	1,463,305	2,808,300	191.9%	-	2,808,300	#DIV/0!
Principal	685,100	-	0.0%	-	-	#DIV/0!
Service Fees	20,000	35,000	175.0%	-	35,000	#DIV/0!
Total Debt Service	2,168,405	2,843,300	131.1%	-	35,000	#DIV/0!
PUBLIC FINANCING AUTHORITY (18)						
Debt Service	1,157,186	-	0.0%	1,484,476	(1,484,476)	-100.0%
Total PFA	1,157,186	-	0.0%	1,484,476	(1,484,476)	-100.0%
TOTAL DEBT SERVICE FUNDS	3,325,591	2,843,300	85.5%	1,484,476	1,358,824	91.5%

Expenditure Summary Report
at August 31, 2012
17% of Fiscal Year Complete

Fund & Description	This Year Budget	This Year YTD Actual	This Year %	Last Year YTD Actual	This Year vs. Last Year $ Variance	This Year vs. Last Year % Variance
BELL COMMUNITY HOUSING AUTHORITY						
BELL COMMUNITY HOUSING AUTHORITY (90)						
Administration						
Bell MHP	276,540	13,516	4.9%	10,727	2,789	26.0%
Florence Village MHP	375,900	5,242	1.4%	15,364	(10,122)	-65.9%
Affordable Community Housing	563,800	6,359	1.1%	25,630	(19,271)	-75.2%
	188,000	1,548	0.8%	2,315	(767)	-33.1%
Total BCHA	1,404,240	26,665	1.9%	54,036	(20,038)	-37.1%
BCHA DEBT SERVICE (92)						
Interest	886,495	-	0.0%	-	-	#DIV/0!
Service Fees	2,200	-	0.0%	-	-	#DIV/0!
Principal	410,000	-	0.0%	-	-	#DIV/0!
Total BCHA Debt Service	1,298,695	-	0.0%	-	-	#DIV/0!
TOTAL BCHA	2,702,935	26,665	1.0%	54,036	(27,371)	-50.7%
CAPITAL PROJECTS FUND						
CAPITAL PROJECTS (50)						
Operations	-	-	#DIV/0!	920	(920)	-100.0%
2007 GOB Defeasance	17,892,300	18,110,213	101.2%	-	18,110,213	#DIV/0!
Total Capital Projects	17,892,300	18,110,213	101.2%	920	18,109,293	1968401.4%
TOTAL CAPITAL PROJECTS	17,892,300	18,110,213	101.2%	920	18,109,293	1968401.4%

Expenditure Summary Report
at August 31, 2012
17% of Fiscal Year Complete

Fund & Description	This Year Budget	This Year YTD Actual	This Year %	Last Year YTD Actual	This Year vs. Last Year $ Variance	This Year vs. Last Year % Variance
INTERNAL SERVICE FUND						
RISK MANAGEMENT (85)						
General Management (Personnel)	29,901	3,248	10.9%	-	3,248	#DIV/0!
Subtotal Personnel Srvcs	29,901	3,248	10.9%	-	3,248	#DIV/0!
Liability Program						
Safety Liability Insurance	250,000	255,070	102.0%	163,195	91,875	56.3%
Safety Professional Srvcs	15,000	1,240	8.3%	1,240	-	0.0%
Safety Legal Srvcs	100,000	-	0.0%	-	-	#DIV/0!
Safety Insurance Settlement	-	660,000	#DIV/0!	-	660,000	#DIV/0!
Insurance Settlement Other	100,000	-	0.0%	-	-	#DIV/0!
Misc Liaibility Insurance	130,000	137,137	105.5%	107,848	29,289	27.2%
Misc Professional Srvcs	15,000	6,128	40.9%	-	6,128	#DIV/0!
Misc Legal Srvcs	420,000	-	0.0%	-	-	#DIV/0!
Misc Settlement	25,000	-	0.0%	-	-	#DIV/0!
Insurance Settlement Other	200,000	-	0.0%	-	-	#DIV/0!
Subtotal Liability Program	1,255,000	1,059,575	84.4%	272,283	787,292	289.1%
Workers' Comp Program						
Safety WC Insurance	51,000	-	0.0%	-	-	#DIV/0!
Safety Professional Srvcs	120,000	-	0.0%	11,754	(11,754)	-100.0%
Safety Medical	100,000	-	0.0%	33,037	(33,037)	-100.0%
Safety Legal Srvcs	65,000	-	0.0%	3,877	(3,877)	-100.0%
Safety Settlement Other	150,000	-	0.0%	88,055	(88,055)	-100.0%
Misc WC Insurance	38,500	-	0.0%	-	-	#DIV/0!
Misc Professional Srvcs	23,000	-	0.0%	2,900	(2,900)	-100.0%
Misc Medical	20,000	-	0.0%	244	(244)	-100.0%
Misc Legal	22,000	-	0.0%	5,814	(5,814)	-100.0%
Misc Settlement	3,000	-	0.0%	540	(540)	-100.0%
Subtotal Workers' Comp Program	592,500	-	0.0%	146,221	(146,221)	-100.0%
Total Risk Management	1,877,401	1,062,823	56.6%	418,504	644,319	154.0%
TOTAL INTERNAL SERVICE	1,877,401	1,062,823	56.6%	418,504	644,319	154.0%
SUCCESSOR AGENCY						
SUCCESSOR AGENCY ADMINISTRATION (20)						
Personnel Services	15,695	1,120	7.1%	-	1,120	#DIV/0!
Operations	234,325	-	0.0%	-	-	#DIV/0!
Total CRA Admin	250,020	1,120	0.4%	-	1,120	#DIV/0!
SUCCESSOR AGENCY DEBT SERVICE (21)						
Operations	-	72,380	#DIV/0!	-	72,380	#DIV/0!
Total CRA Debt Service	-	72,380	#DIV/0!	-	72,380	#DIV/0!

Expenditure Summary Report
at August 31, 2012
17% of Fiscal Year Complete

Fund & Description	This Year Budget	This Year YTD Actual	This Year %	Last Year YTD Actual	This Year vs. Last Year $ Variance	This Year vs. Last Year % Variance
SUCCESSOR AGENCY LOW/MOD FUND (22)						
Operations	-	481,714	#DIV/0!	-	481,714	#DIV/0!
Total HOME Fund	-	481,714	#DIV/0!	-	481,714	#DIV/0!
SUCCESSOR AGENCY DEBT SERVICE (23)						
Debt Service	2,018,019	-	0%	-	-	#DIV/0!
Total CRA Debt Service	2,018,019	-	0.0%	-	-	#DIV/0!
TOTAL SUCCESSOR AGENCY	2,268,039	555,214	24.5%	-	555,214	#DIV/0!
GRAND TOTAL EXPENDITURE	**48,642,796**	**24,204,938**	**49.8%**	**5,571,539**	**18,633,398**	**334.4%**

Bell Staff Report

TO: Honorable Mayor and Members of the City Council

FROM: David J. Aleshire, City Attorney

DATE: November 7, 2012

RE: Report on Status of Litigation: Conclusion of FY 2011-2012

I. INTRODUCTION

With the publication of an article in the Los Angeles Times on July 15, 201 concerning the excessive salary of Robert Rizzo, the Bell City Administrator, and a series of follow-up investigative articles resulting in a Pulitzer Prize for the newspaper, Bell embarked on an unprecedented exposure of municipal corruption.

Ultimately this led to (i) the indictment of eight current or former City officials (the "Bell 8") by the District Attorney; (ii) investigations of City matters and officials by a wide ranging number of agencies representing state and federal government including the SEC, IRS, State Controller and others, and (iii) extensive litigation initiated by former officials, alleged contractors, and actions by the City against its former advisors, including the City Attorney and the City's former audit firm.

All of this for a small 85-year old City (established in 1928) of 36,000 population, 10 miles from downtown Los Angeles.

On July 28, 2011, this firm commenced services as City Attorney. Since that time we have represented the City in 50 lawsuits, mediations and appeals and some 10 administrative proceedings.

As a frame of reference, we have represented Lawndale since 1978 and have not had that number of lawsuits in aggregate in those 34 years. Bell spent $2M in legal fees in the year before we were hired and $1.158M in our first year, for over $3M in legal fees in two years. Until a significant number of the above matters are resolved, this extraordinary level of expense is likely to continue.

Though through closed session reports the Council has been kept informed as to the progress of the litigation; but given the funds spent on litigation and the Council's commitment to transparency, the purpose of this report is to provide a public report on the status of the litigation related to the municipal corruption, to the extent we may do so without impairing the City's legal position or any settlement negotiations.

As a cautionary note, we have estimated legal fees on a go forward basis and have tried to be conservative in these estimates. Collectively it is obvious that if all matters proceeded to their extreme limit, the legal fees could be several million dollars. We believe that this will not be the

outcome, that matters will settle and the City will also recover funds against some of the wrong doers. For example, we have gotten vendor claims of some $300,000 wholly dismissed incurring some $70,000 in legal fees, and in Corcoran, a matter projected to cost the City $1.6M, the matter was settled with over $1M in savings. So while these projected legal costs may seem overwhelming, we believe the City will have the resources to see these matters through.

This report will cover the following matters:

1. Criminal Litigation vs The Bell 8
2. Robert Rizzo Matters
3. Angela Spaccia Matters
4. Randy Adams Matters
5. Eric Eggena Matter
6. Attorney General Lawsuit
7. Claims Against Supplemental Retirement Fund
8. Claims Against Accounting Firm Mayer Hoffman
9. Dexia Claim Against City
10. Claims Against City Attorney Best Best & Krieger and Ed Lee.
11. Claims Against former Bond Counsel Nixon Peabody
12. David Mango Claim Against City
13. Claims By Contract Vendors
14. Claims Against Tom Brown
15. Administrative Investigations By SEC, IRS and State Agencies
16. Western Auto Center (Werrlein) Matter
17. James Corcoran Claim Against City
18. Other Risk Management Cases
19. General Review Of City Attorney Expenses

II. BACKGROUND

A summary of the most significant events since the LA Times first broke the story would be the following:

1. The revelation that the City Manager, at an annual salary of over $700,000, was the highest paid public official in the State (actual amount of salary and benefits exceeded $1M in certain years);

2. The City Councilmembers were paid over $100,000 per year while council compensation for cities of that size is set at $4,800 per year per section 36516(a)(2) of the Government Code;

3. The Attorney General instituted a lawsuit alleging waste of public funds, negligence, fraud, conflict of interest and breach of fiduciary duty; and seeking restitution to the City for the excessive salaries and to block the payment of pensions based on the excessive salaries;

4. Three other management employees were also within the list of 25 highest-paid public officials in the state (Deputy CAO at $467,519; Administrative Services Director at $404,434; Chief of Police at $457,000);

5. The District Attorney brought criminal charges against 8 current and former Bell officials (the "Bell 8");

6. The City under Rizzo's administration established a City loan program for employees which provided some 43 loans for a total of $2.4M[1] which were repaid with accrued vacation and sick leave time, some of which was accrued at excessive rates and exceeded established caps;

7. Various city vendors were paid amounts, in some instances exceeding $1M, on "contracts" which in some cases were not written and which had never been authorized by the City Council.

8. The State Controller performed audits of various City functions and in a report issued January 18, 2011, found that the City's internal controls were "virtually nonexistent," resulting in illegally raised taxes, mismanaged bond funds, and questionable contracts and land purchases. In the case of the City's audit firm, Mayer Hoffman McCann, the audit cited 97 audit violations. An administrative proceeding was commenced before the Board of Accountancy. On May 15, 2012 the Board assessed a $300,000 fine and suspended the firm's California license for two years, though the firm was put on probation.

9. The City was sued for $35 million by Dexia because it had issued bonds in such amount secured by lease revenue from certain properties, where the lease was invalidated in a lawsuit defended by the City Attorney, BB&K. The City sued BB&K for malpractice for failing to disclose that the lawsuit had been filed before the bonds were issued.

10. The City entered into a transaction to purchase a 30,000 sq. ft. parcel to be combined with other City parcels (Western Auto Center Site), but the City was obligated to pay $6.8M for the property, well above actual current value or the City's resources to pay, and as a result, a foreclosure action was initiated.

11. The City entered a municipal services agreement with Maywood to provide various services, where Assistant Chief Administrative Officer Angela Spaccia became interim City Manager of Maywood and Ed Lee became City Attorney of both cities and negotiated the agreements on behalf of both cities, and now a former Maywood official, David Mango, has sued both cities seeking $1.9M, and his employment relationship with each city as documented by the conflicted City Attorney is ambiguous.

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[1] The most significant beneficiaries were Rizzo himself, Spaccia and Garcia who had over 40% of the total.

12. The City stopped paying pension benefits from a property tax-supported Supplemental Retirement Fund where it had an unfunded liability of $2,037,659 and, where it was determined that the enabling ordinance had never been properly adopted, and the City was then sued by the employees who participated in the Fund.

13. It was determined that certain property taxes were not being validly collected, and due to special legislation (SB 900), $2.9M was returned to taxpayers from the City's reserves.

14. Bonds issued in 2004 and 2007 for $50M to build a sports complex, parks, and other civic facilities would have required a 67% increase in property taxes to secure the debt and was beyond the resources of the taxpayers; and in July 2012 the bonds were tendered and redeemed from unused proceeds thereby eliminating approximately 50% of the 2007 bonds and avoiding a property tax rate increase.

The foregoing events have produced an array of legal issues for Bell, unprecedented for such a small city in our 30 years of practice in this field. We would like to turn to some of the most significant lawsuits or administrative proceedings resulting from the above, and give a summary of the nature and status of the matters.

III. ANALYSIS

1. Criminal Litigation Against The Bell 8

A pre-trial conference is scheduled on the Robert A. Rizzo ("Rizzo") and Pier'Angela Spaccia ("Spaccia") actions for October 30th, 2012. Their trials are expected to occur in the first half of next year. We do not know at this point what specific month next year the Rizzo and Spaccia trials will proceed forward. The Court could set a specific trial date in these cases on October 30th.

The Rizzo and Spaccia matters were delayed after Spaccia's attorney, Harland Braun, sought a writ from the Court of Appeal challenging the trial court's January 2012 denial of his motion to disqualify the entire Los Angeles County District Attorneys' Office after Steve Cooley recused himself from all matters concerning the prosecution of Randy Adams. After receiving briefing and hearing oral argument on this disqualification issue, the Court of Appeal denied Spaccia's writ on September 6, 2012 and ruled that the District Attorneys' Office can proceed forward with its prosecution of the Spaccia matter.

The Rizzo and Spaccia matters were combined by the District Attorney into one court case and thus, the delay of approximately eight months that occurred while Spaccia's writ was being considered by the Court of Appeal also delayed the criminal trial of Robert Rizzo.

The successful prosecution of each of these matters could result in an award of restitution against Rizzo, Spaccia and the former mayor and City Council. We have aggressively sought restitution for the City in each of these cases. We have cooperated fully with the District Attorneys' Office and responded to its requests for additional information supporting the City's claims for restitution. The City's claims for restitution continue to be calculated from numerous

sources, including from ongoing City audits, and these claims could exceed $5 - 10 million from Rizzo, Spaccia and the former mayor and City Council members.

Legal Fees: Though this is a criminal matter involving limited participation by our office, we have had to assist the DA in a number of ways, and we anticipate further costs of $50,000.

2. Robert Rizzo Matters

A. Lawsuit Against City.

On October 31, 2011, Robert Rizzo filed his Complaint against the City alleging breach of his employment contract and seeking unpaid wages and benefits. In his Complaint, Rizzo asserts the City breached his employment contract by terminating him without providing him with thirty days' written notice. The City has filed a cross-complaint against Rizzo for its losses caused by his misconduct. That cross-complaint is one of three pending lawsuits the City has filed against Rizzo (including cross-complaints in the Attorney General and ICMA matters).

The primary issue in this lawsuit is the interpretation of the termination clause in Rizzo's contract, which Rizzo alleges required that he first be convicted of a felony or a crime involving moral turpitude before he could be terminated without the City being obligated to pay him severance. No trial date has been set in this matter.

The amount of the severance payment sought by Rizzo is approximately $1.5M. Consistent with standard practices for all risk management matters, we have presented Rizzo's claims to the City's excess liability insurance carrier. The City's excess liability insurance carrier has determined that there is the potential for excess liability insurance coverage for the matters alleged by Rizzo against the City in this lawsuit.

Our arguments in this matter have focused on Rizzo's misconduct being a material breach of his contract and a breach of the covenant of good faith and fair dealing, as well as False Claims Act violations against Rizzo. Specifically, as alleged in this case, we are presenting evidence to the Court to support our allegations against Rizzo that he misappropriated millions of dollars in City funds and made false claims for compensation and benefits by presenting claims for compensation to payroll staff that were not approved by the former City Council as required by the City Charter. We are seeking a recovery against Rizzo for damages in excess of $5 million.

Legal Fees: We anticipate that this matter will proceed to trial after the criminal case against Rizzo is decided. The anticipated legal fees and defense costs for this matter are estimated at between $150,000 and $250,000. We continue to aggressively litigate this case in Superior Court.

B. ICMA Retirement Corporation.

This lawsuit was filed on March 28, 2012 in United States District Court by Robert Rizzo against ICMA Retirement Corporation, the entity that managed some of Rizzo's retirement funds, for release of his 401(a) and 457 retirement funds. ICMA filed a cross-complaint joined

the City in the lawsuit. The City has answered the lawsuit and filed a counterclaim against Rizzo, requesting that the Court release back to the City the retirement funds in Rizzo's accounts that the City alleges are stolen city funds.

Specifically, the State Controller previously found that approximately $95,000 was illegally deposited into Rizzo's ICMA retirement accounts. There are additional amounts that the City is contending in the lawsuit were illegally deposited into Rizzo's retirement accounts that will be proven by way of expert testimony at trial. The total balance in Rizzo's ICMA retirement accounts is approximately $1.2 million.

On August 28, 2012, the City prevailed on a motion to dismiss filed by Rizzo, which contested the City's ability to recover funds from Rizzo's retirement accounts that the City alleges in this lawsuit were stolen from the City. Trial has been set for March 12, 2013.

Legal Fees: The estimated legal fees and costs in this matter are between $85,000 and $125,000. We believe the City could recover in excess of $100,000 in excess retirement fund paid on the excess compensation.

C. CalPERS.

Mr. Rizzo has appealed the California Public Employee Retirement System's ("CalPERS) determination of his retirement benefits based on his tenure at Bell. Mr. Rizzo is asking that his retirement be based on a final compensation of over $58,000/month or $700,000 per year, while CalPERS determined the appropriate amount to be $7,100/month or $85,000 per year. Considering the existing funded CalPERS liability, if Rizzo prevailed in his claim, it would cost the City an additional $4.4M in unfunded liability over Rizzo's projected life span. Because retirement benefits are, in large part, paid by the employer, the City has a strong interest in aggressively participating in the CalPERS proceedings. The hearing on Mr. Rizzo's appeal is set for February, 2013.

Legal Fees: Due to the potential liability resulting from an adverse judicial decision, we suggest continuing an aggressive approach to settlement and, if necessary, defense of the City at hearing. We estimate approximately $60,000 in legal fees and costs to pursue this strategy from now through the February 2013 hearing on the appeal.

3. Angela Spaccia Matters

A. Indemnity Lawsuit.

On November 2, 2011, Angela Spaccia filed a lawsuit against the City for alleged unpaid wages, benefits based on Spaccia's excessive compensation and for indemnification and defense costs for AG and DA cases. Trial is set in this case for March 13, 2013.

The amount sought by Spaccia in the lawsuit is $800,000. There is potential excess liability insurance coverage for the claims made by Spaccia against the City.

Legal Fees: The City's estimated legal fees and costs for this matter are between $150,000 to $250,000.

B. CalPERS.

Spaccia is appealing CalPERS' decision to give her virtually no credit towards retirement for the compensation she received in Bell from 2003 to 2010. She contends that her final compensation at Bell should be between $21,000 and $38,000/month (the higher figure computed at $456,000 annually), and it should be used in calculating her retirement benefit. Although CalPERS is currently assigning Spaccia a final compensation at Bell of $0, CalPERS is awarding her credit for her service time. Thus, the City will have an obligation for a portion of Spaccia's retirement benefits. (For purposes of retirement benefits, CalPERS is using Spaccia's final compensation at the City of Ventura). This translates into a $21,912/year liability for Bell for the rest of Spaccia's life, most, if not all of which, is currently funded. If Spaccia wins her appeal in full and final compensation at Bell is set at $38,000/month (a possible but unlikely scenario), Bell would incur an additional $1,670,371 in currently unfunded liability over the course of Spaccia's life. Spaccia's hearing was held in August, 2012 but there will be an additional day of expert testimony in December 2012 before the hearing closes. We anticipate the judge's decision on such matter in January or February 2013.

Legal Fees: Because most of the work on this matter has been completed, we anticipate approximately $10,000 in legal fees and costs to defend the City in this matter through January, 2013.

4. Randy Adams Matters

A. Indemnity Lawsuit.

On October 3, 2011, Randy G. Adams ("Adams") filed a lawsuit against the City for indemnification and payment of his defense costs in the Attorney General case. Adams has submitted legal bills for payment in the amount of $500,000.

The City contests Rizzo's authority to unilaterally bind the City to Adam's employment contract without City Council approval, since such contracts required Council approval, which never occurred.

No trial date has been set.

Legal Fees: We anticipate legal fees and costs in this matter to be $80,000 - $100,000.

B. Employment Lawsuit.

On July 30, 2012, Randy Adams filed a lawsuit against the City and former interim Chief Administrative Officer ("CAO") Pedro Carrillo ("Carrillo") alleging breach of contract against the City and defamation against Carillo. With this lawsuit, Adams is seeking unpaid wages, benefits, severance pay, attorney's fees and punitive damages, which Adams claims he is owed under his employment contract based on the City's failure to provide him with thirty days' written notice of his termination.

The primary issues in this case are (i) whether former CAO Rizzo had the actual or apparent authority to unilaterally hire Adams as the City's Chief of Police; (ii) whether Adams

was ever an employee of the City, since the former City Council never authorized nor approved his employment, in violation of the City Charter; (iii) whether Rizzo had the actual or apparent authority to unilaterally enter into and bind the City to an employment agreement with Adams, in violation of the City Charter; and (iv) whether Adams' employment agreement was valid and enforceable, since it was never approved by the City Council, also in violation of the City Charter.

The City responded to Adams' Complaint by filing an answer and cross-complaint against him, alleging violation of the false claims act and seeking equitable indemnification for the Corcoran losses and all other litigation resulting from Adams' wrongful acts; contribution and declaratory relief, including disgorgement of all monies paid to him.

No trial date has been set.

With his lawsuit, Adams seeks approximately $512,662.50 in unpaid wages, and unpaid vacation and sick leave benefits, and other fringe benefits.

Legal Fees: The City's estimated legal fees and costs for this matter are between $150,000 and $250,000.

C. CalPERS.

Mr. Adams is appealing CalPERS decision to award him no credit for the year that he served as Chief of Police of Bell because Mr. Adams did not have a valid contract at the time. Mr. Adams contends that his contract was valid and that he should receive retirement benefits based on a final compensation at Bell of $457,000/ year. CalPERS and the City contend that Mr. Adams should receive $0 as his final compensation at Bell and that his retirement benefits should be based on his final compensation at his previous employer, City of Glendale ($20,015/month). Mr. Adams' hearing was in September, 2012, and Mr. Adams did not testify on his own behalf, choosing to assert his Fifth Amendment privilege to not incriminate himself as to potential criminal liability. In October, 2012 the administrative law judge issued his proposed decision affirming CalPERS and the City's position.

Hearing before the full CalPERS Board is set for December 12, 2012, and the Board may accept, reject, modify, or remand the judge's proposed decision. We anticipate that Mr. Adams will request that the CalPERS Board not accept the proposed decision. If the proposed decision becomes the final decision, there would be a $7,127/year liability for Bell for the rest of Adams' life, most if not all of which is currently funded. On the other hand, if Adams successfully appeals the administrative law judge's decision and his final compensation is set at $38,083/month, Bell would incur an additional $84,579 in currently unfunded liability over the course of Adams' life.

If Mr. Adams does not challenge the proposed decision, we anticipate little or no additional legal expense for this matter; however, if the proposed decision is challenged, any additional legal expense would depend on the scope of such challenge. Because the Adams CalPERS hearing was the first one to be completed, it was important to be aggressive in defending the City in order to set favorable precedent for subsequent CalPERS hearings

involving the same legal issues even though the potential liability exposure was relatively small compared to Rizzo's and Spaccia's.

5. Eric Eggena Matter

On June 29, 2012, Eric Eggena filed a lawsuit against the City and City Council alleging breach of contract and seeking unpaid wages, vacation and sick leave benefits, severance pay, health coverage benefits, attorney's fees, punitive damages and declaratory relief, which Eggena claims he is owed under his employment contract.

The City responded to Eggena's verified Complaint by filing an answer and cross-complaint against him, alleging violation of the false claims act and seeking declaratory relief, including disgorgement of all monies paid to him under his fraudulent addenda to his employment agreement.

With his lawsuit, Eggena seeks approximately $837,156.64 in unpaid wages and benefits, plus punitive damages and attorney's fees. There is potential excess liability insurance coverage for Eggena's claims against the City.

Legal Fees: The City's estimated legal fees and costs for this matter are between $50,000 and $100,000. We continue to aggressively litigate this case in Superior Court. The case is currently in the discovery phase.

6. Attorney General Lawsuit

There are three separate matters within this lawsuit that impact the City. Specifically, the City was sued directly by the Attorney General ("AG") on September 15, 2010. In response to the lawsuit, Rizzo filed a cross-complaint against the City seeking payment of his legal fees and defense costs in the matter. The City responded by filing a cross-complaint against Rizzo for damages based on his misconduct against the City.

The AG lost its lawsuit on a demurrer. That matter is currently on appeal. The AG has filed its opening brief and the majority of other defendants, including the City, have filed respondent's briefs.

The prior City Attorney opposed the AG's action. The City has now taken a position in support of the AG against the Bell 8. Moreover, the City has offered a detailed analysis of how the city charter was violated by the Bell 8 and additional new legal theories under the False Claims against that would allow the case to proceed against the Bell 8.

A trial on the limited issue of Rizzo's claims for the payment of his legal fees and defense costs is set for April 17, 2013.

The exposure to the City in this matter is for over $2 million. The City's excess liability insurance coverage has been denied for this matter.

Legal Fees: The legal fees and defense costs for this case are estimated to be from $500,000 to $1M (including prior legal fees from Meyers Nave of approximately $300,000).

7. Claims Against Supplemental Retirement Plan

The City is seeking to terminate excessive benefits plans authorized under the previous administration of the City. One of these plans is a Supplemental Retirement Plan for miscellaneous employees giving such employees an additional 2% at 55 pension benefit, funded entirely by the City. Five retired employees of the City have sued the City claiming they are entitled to benefits under the Supplemental Retirement Plan. While only five retirees have filed suit, in order to completely terminate the Supplemental Retirement Plan, the City must address the rights of all persons who are currently or potential future recipients of benefits under the Plan. The City has filed a lawsuit seeking a declaration from the court that the entire Plan is invalid due to the failure to adopt a valid ordinance.

The City's exposure in this matter is potential continuing liability for contributions to the Supplemental Retirement Plan, which is believed to be underfunded at present. Estimates provided by Wells Fargo Bank, the investment manager for the Plan, indicate the Plan may be underfunded by as much as $3 million. Additionally, Wells Fargo who is represented by Baker McKenzie, has told us they will seek recovery of legal fees they have incurred costing $488,795 ($150,000 legal fees they claim are from DA and AG cases; the attorney rates are $700 - $500 per hour).

As a charter city, Bell has the authority to provide for a retirement plan in its charter. Alternatively, the City could have adopted the plan by adoption of an ordinance by the majority vote of the City Council or the electorate, with the approval of a majority of the employees benefitted by the Plan. The City Charter provides for only one retirement plan, consisting of the City's participating in the State-sponsored Public Employees Retirement System. Further, the Supplemental Retirement Plan was adopted by a simple minute action on the consent calendar portion of a City Council agenda. Because the Plan was not adopted in the manner required by law, our position is that the entire plan is invalid.

Legal Fees: Litigation expenses in this matter are estimate to be in the range of $150,000 to $200,000, but the Wells Fargo claims may be 3 times this amount.

8. Claims Against Accounting Firm Mayer Hoffman

Mayer Hoffman McCann, P.C. ("Mayer Hoffman") was the auditor for the City of Bell from 1994 to 2010. The State Controller's December 2010 audit of Mayer Hoffman's audits of 2009-2010 found 97 audit violations. Mayer Hoffman failed to detect and report the former corrupt practices in the City by Rizzo, Spaccia and others.

On May 14, 1012, the California Attorney General filed an Accusation against Mayer Hoffman, and only a day later a stipulated settlement (the "Stipulation") without any advanced notice to the City.

Pursuant to the Stipulation, Mayer Hoffman was ordered to pay an administrative penalty in the amount of $300,000 to the State, plus investigation costs up to $50,000, and is on probation for two years, but the City will not receive any of funds as restitution. Moreover, nothing in the Stipulation, per the terms and conditions negotiated between the AG and Mayer Hoffman, can be used in any action by Bell against Mayer Hoffman.

We currently have a tolling agreement with Mayer Hoffman which provides that the City has until December 20, 2012 to initiate litigation against them.

The City's potential recovery in such a lawsuit against Mayer Hoffman depends on many factors that are learned in the course of discovery during litigation and expert analysis. A rough estimate of the potential recovery in this matter is that it could exceed $2.5 million based on the City's losses that the City will allege were caused by Mayer Hoffman.

Legal Fees: Accounting malpractice lawsuits are extremely document and labor intensive and require extensive analysis by an audit practices expert. Along those lines, a lawsuit against Mayer Hoffman is expected to cost the City between $750,000 to $1 million in legal fees and expert costs.

9. Dexia Claim Against City

The City and the Bell Public Finance Authority (the "Authority") were sued by Dexia on October 14, 2011 for judicial foreclosure and for a deficiency judgment concerning a $35 million bond transaction. Trial in this matter is set for March 18, 2013.

The Authority defaulted on the subject transaction after its former City Attorney, the law firm of Best Best & Krieger ("BBK"), failed to ensure that Bell met its legal obligations under the California Environmental Quality Act ("CEQA") for the development project that was being used to fund the payments to Dexia. Two properties owned by Bell were used as security for this transaction.

Additionally, on October 31, 2007, BBK issued an opinion, as City Attorney, for the subject transaction, including that "after due inquiry" there was no litigation pending or threatened impacting the bond transaction which would effect the transaction documents.

In fact, on October 26, 2007, a lawsuit was filed by Petitioner, East Yard Communities for Environmental Justice ("Petitioner") against the City and the Authority (the "CEQA Lawsuit"). A notice of intent to file that CEQA lawsuit was e-mailed by the attorney for Petitioner to BBK on October 25, 2007. Nevertheless, this notice was not disclosed by BBK to Dexia in the October 31, 2007 disclosure letter, as described above.

Subsequently, in deciding the CEQA Lawsuit, the Court, in a scathing opinion, found that the Project was subject to CEQA and that the arguments made by BBK were nothing more than "a red herring". The Court's judgment invalidated the lease revenue stream from which Dexia was to be paid under the Agreement.

As a result of the judgment in the CEQA Lawsuit, the lease to BNSF failed. Bell was unable to make the lease payments to Dexia and the Authority failed to make payments on the Bonds. On May 1, 2010, Bell sent a letter to Dexia, stating that it had no funds to appropriate toward the payment.

Bell has filed a separate lawsuit against BBK for malpractice, including for the above-referenced claims, as discussed below.

Bell has also asserted defenses to Dexia's lawsuit including under the Constitutional Debt Limitation (which required that the bond transaction be approved by the voters if Bell was subject to a deficiency judgment for this amount) and Dexia's failure to file a timely government claim.

Dexia is suing Bell for $35 million, minus the value of the subject parcels that were used as security for the bond transaction, and attorneys' fees, interest payments and costs (likely $13 - $15 million). Excess liability insurance coverage has been denied for this matter.

Legal Fees: Legal fees and defense costs for this matter are estimated at $350,000 to $500,000.

10. Claims Against City Attorney BB&K and Ed Lee

The City filed a malpractice lawsuit against BBK and Ed Lee on July 28, 2011. This lawsuit includes the (i) Dexia claim and (ii) "asleep at the switch" claims for misconduct of Bell 8 that occurred while BBK was City Attorney.

Our law firm took over the handling of this matter from the City's prior malpractice counsel, William Stoner, in May 2012. At that time, BBK had a pending demurrer challenging the sufficiency of the City's complaint. We responded by filing a 54 page complaint with 300 paragraphs of allegations (the prior complaint we inherited was 26 pages and had 116 paragraphs).

The claims against BBK related to the Dexia matter were discussed above in Section 9. In addition, in terms of the "asleep at the switch" claims, we have alleged the following: (i) BBK failed to assure that the contracts providing excessive employee compensation were awarded through required procedures, (ii) had conflicts of interest representing Maywood and Bell in the Mango transaction discussed below, (iii) failed to ensure that all bonds, taxes, grants and other obligations were properly approved and (iv) failed to indemnify and defend the city in litigation filed by the Bell 8 and others that arises from BBK's alleged negligence.

We are currently in the discovery phase of this case. The trial in this matter is scheduled for March 18, 2013. We conducted two extensive mediations with BBK in an effort to settle the matter without a trial which have not been successful.

Legal Fees: The legal fees and costs estimated to prosecute this matter are between $350,000 and $600,000.

11. Claims Against Former Bond Counsel Nixon Peabody

On October 11, 2012, Bell sued Nixon Peabody LLP ("Nixon") and its former attorney, Edsell Martindale Eady (collectively, "Defendants"), for numerous causes of action arising from Defendants' alleged liability to Bell for the $35 million Dexia bond transaction that was not submitted to the voters of Bell for approval as required by the California Constitution and the City Charter and for alleged excessive billing practices under the False Claims Act. Bell has also included Defendants as related parties in the BBK malpractice lawsuit.

During the scandal in Bell, this lawsuit alleges that Defendants assisted Rizzo in incurring over $100 million in new debt for Bell between 2003 and 2008, including obligations (such as the $35 million Dexia transaction) that were not taken to a vote of the citizens of Bell. The Securities & Exchange Commission ("SEC") is currently investigating the borrowing practices of the City during the time when the City was represented by Defendants in these bond transactions.

Bell has further alleged in this lawsuit that Defendants received excessive compensation from the City for legal services. Specifically, Nixon charged Bell for services at rates up to $615 per hour for partners. Eady's hourly billing rate at Nixon for Bell matters included the rate of $545 per hour from at least 2006 to 2008. Nixon charged $265 per hour for legal assistants and also billed Bell for attorney meals at their San Francisco office. These billing rates were not authorized by the former city council and instead were purportedly authorized by Rizzo counter to the Bell City Charter, which requires approval by the city council of these charges.

By way of comparison, Bell alleges in its lawsuit that these billing rates charged to Bell by Defendants substantially exceeded the typical amounts Nixon charged other public agency clients, including those of much greater size and financial resources than Bell. For example, by comparison in 2010, Nixon charged other public agencies, including the Los Angeles World Airports, $345 to $395 per hour for partners and $285 per hour for non-partners (which was the position that Eady held during this time at Nixon when he charged up to $545 per hour to Bell, nearly double the rate charged by Nixon to other, much larger, public agency clients for non-partners).

No trial date has been set in this lawsuit at this time. Trial in this matter is expected to occur by the end of next year.

Legal Fees: The legal fees and costs estimated in this matter are $300,000 - $500,000.

12. David Mango Claim Against City

David Mango filed a lawsuit against the City, Maywood, and certain employees and officers of Maywood for wrongful termination and breach of an employment contract. Mango's Second Amended Complaint set forth the following four claims against the City: (i) Breach of Contract, (ii) Breach of Oral Contract, (iii) Violation of California Labor Code Section 1102.5 "Whistle Blower Statute" and (iv) Failure to Pay Minimum Wage. The City answered the Complaint in November 2011, and submitted a Motion for Summary Judgment on May 14, 2012 which was denied.

David Mango, a 20 year Maywood employee who served as Director of Building and Planning and was laid off by the City of Maywood on July 1, 20120 and was then hired by the City of Bell. Mango alleges that in July of 2010, Angela Spaccia, Maywood's "Interim" City Manager, informed him that Robert Rizzo approved his employment contract with the City. Mango continued to provide services to Maywood until Lillian Myers, Maywood's current City Manager, terminated him on August 27, 2010. Mango was not paid for work and services performed between July 1, 2010 and August 27, 2010. During such time he should have been paid $20,609 per his contract.

Mango alleges that he suffered damages in the form of lost wages, benefits and other out of pocket expenses in an amount exceeding $95,000 as well as suffered mental and emotion pain, distress and discomfort as a result of the alleged retaliation, all to his detriment and damages in an amount not fully ascertained.

At a June 21, 2012 settlement conference, Mango's global demand was $1.9 million as to both Maywood and the City. Maywood's counsel represented that they would offer $35,000 as a settlement. An unfavorable verdict in this case could be approximately $500,000.

Mango claims that the City and Maywood were joint employers such that they are both liable for failing to pay minimum wage as required under California Labor Code Section 1194. When considering whether the City and Maywood were joint employers, a court will consider three alternative definition of employment: (i) exercised control over the wages hours or working conditions, (ii) to suffer to permit to work, or, (iii) to engage, thereby creating a common law employment relationship

Ms. Spaccia told Mango that the employment agreement would be settled through Ed Lee. Ed Lee and his firm BB&K served as City Attorney for both Maywood and Bell. Section 1125 of the Government Code prohibits incompatibility of office while Section 1090 of the Government Code prevents participation in the making of a contract by a public official in which they have a financial interest.

The City has a Special Excess Liability Policy ("Policy") with the Insurance Company of Pennsylvania ("ICP") that covered July 1, 2010 to July 1, 2011. The self-insured retention ("SIR") for the Policy is $500,000. The Policy provides coverage for employment practice liability and for insured contracts. ICP has confirmed that the Policy covers this matter upon a trigger of the SIR.

Legal Fees: The projected cost through trial in this matter is $100,000.

13. Claims by Contract Vendors

D&J Engineering, which formerly provided city planning services and building and safety services for Bell, sued the City in August 2011 alleging breach of contract and asserting claims for quantum meruit and account stated. The complaint sought damages in the amount of $201,822.63 for the alleged non-payment of invoices totaling that amount from August through November 2010. D&J Engineering did not have a valid contract with the City. D&J's lawsuit was dismissed by the Court without leave to amend following a hearing on the City's demurrer.

Also in August 2011, Richard Fisher Associates, a landscape architecture firm formerly used by Bell, sued the City for breach of contract, quantum meruit, and unjust enrichment and sought damages in the amount of $84,553.76 for services performed in August 2010, and the City took the position that it owed Richard Fisher Associates nothing because it lacked a valid contract with the City. The City presented Fisher with the ruling in the D&J Engineering case, and after first trying to obtain a release from the City, the Plaintiff dismissed its lawsuit against Bell on July 20, 2012.

The City is currently evaluating legal options in order to recover against these and other former vendors who may have collected money from Bell without valid written contracts. Several other contractors received fees exceeding $1 million where there is no contractual documentation. In addition, part of the claims against the City discussed in Section 15 are a result of not having valid written contracts.

14. Claims Against Tom Brown

Tom Brown was an attorney who handled various matters for Bell from 2006 to 2010. The City has a tolling agreement with Tom Brown that extends the deadline for the parties to file claims against each other until February 1, 2013.

Tom Brown has a claim of approximately $300,000 against Bell for unpaid legal fees. The City has claims against Tom Brown that include his handling of various matters for the City without authorization by the former City Council as well as for alleged excessive billing for unauthorized charges.

Tom Brown has cooperated during the ongoing investigations by the authorities and criminal prosecution cases against the Bell 8. The City's claims against him continue to be evaluated.

15. Administrative Investigations by SEC, IRS and State Agencies

A. IRS Audit.

In March 2011, the Internal Revenue Service ("IRS") commenced audits of $15,000,000 of the City's General Obligation Bonds (Election of 2003), Series 2004 (the "2004 Bonds") and the $35,000,0000 of the City's General Obligation Bonds (Election of 2003), Series 2007 (the "2007 Bonds" and, together with the 2004 Bonds, the "GO Bonds"). The audit centers on the fact that the GO Bonds were issued as tax-exempt obligations under the Internal Revenue Code ("IRC"). The audit is a fact finding process to determine compliance with the IRC.

The IRS has notified the City that it has closed the audit of the 2004 Bonds with no change in the tax-exempt status of the 2004 Bonds.

The 2007 Bonds are still in the audit process. The City and its agents are cooperating with the Internal Revenue Service in connection with the audit of the 2007 Bonds. The City cannot predict the outcome of the examination. If the Internal Revenue Service issues an adverse determination with respect to the bonds, interest on the bonds could be deemed to be includable in the gross income of the Owners of the bonds. Such treatment could apply retroactively to the date of issuance of the bonds, and require the City to refinance outstanding bonds on a taxable basis or leave the Owners to pay the interest. The City has taken certain corrective action by repurchasing and advance redeeming almost half of the Bonds with unused proceeds of the bonds, leaving approximately $17.8 million of $35 million outstanding. The City Council took this action to reduce the burden to taxpayers and because it could not afford to operate the projects yet to be funded. If the bonds are declared taxable, and the City wants to avoid taxing the bondholders, the City could refinance the bonds on a taxable basis if such option is available (which would likely result in a higher tax payment by property owners) and pay 29% of the

interest paid on the bonds to date or over the last few years (approximately $1.5 to $2 million). Alternatively, the City could chose to pay additional penalties instead of refinancing the 2007 Bonds.

The IRS investigation is an administrative process and the City will be able to challenge the results.

B. SEC Investigation.

The United States Securities and Exchange Commission has commenced a private investigation into various bonds or obligations issued by the City, the Bell Public Financing Authority, the Bell Community Redevelopment Agency and the Bell Community Housing Authority. The Formal Order of Investigation, which is the document that initiates the investigation, states that the SEC is looking into practices at the City which tend to show possible violations of the Securities Laws from 2004 to present in connection with the issuance and sale of City's bonds. These practices may indicate that the City, its officers, officials, employees, and others involved in the sale of bonds defrauded investors. The SEC is also concerned about material misstatements and omissions in the offering documents concerning (i) the use of bond proceeds, (ii) the revenue and/or taxes pledged to repay bonds, and (iii) the financial health of the City of Bell. The investigation is a fact finding process to determine if the SEC wants to move forward with charges.

The City cannot predict the outcome of this investigation involving the City. The SEC has not provided much information to the City about the investigation. As has been evident by the State of California Controller's report, the default by the City on the bonds sold to Dexia Credit Local ("Dexia"), the refund by the City of the pension taxes and the fact that the City did not levy enough taxes to pay for its general obligation bonds, the SEC may be concerned that certain of these practices and others by the corrupt officials have defrauded investors.

The City has undertaken lawsuits against its former City Attorney, Best Best & Krieger, and Nixon Peabody, LLP, its former Bond Counsel, in connection with the bonds sold to Dexia and other issues. Depending on the results of the SEC investigation and IRS audits, the City may have the ability to pursue additional claims against the attorneys.

The SEC investigation is an administrative investigation and no charges have been brought against the City to date. If charges are brought, it will be following the investigation. The City hopes to work cooperatively with the SEC to resolve the investigation.

Legal Fees: The estimated legal fees in connection with the IRS and SEC matters are $100,000 to $150,000. The monetary cost of adverse determinations are not easy to predict but could be millions. We are working diligently to avoid such results.

C. State Actions by Department of Corporations and Parks and Recreation Grants.

When we commenced services, the Department of Corporations was investigating various matters as a result of the State Controller Audit. We provided extensive documents

pursuant to their requests. At this time, the Department of Corporations has not charged the City with any violations of any laws and the City does not expect it to do so.

The City applied for and was awarded several grants from the State Department of Parks and Recreation (the "Department"), totaling over $3,500,000, for various improvement projects at the Bell Community Health & Wellness Center, Veterans Memorial Park, Little Bear Park, and Ernest Debs Park. Of the $3,500,000 in grant awards, the City requested and received $481,176 as reimbursements from the Department as of October 2011.

In early 2011, as a result of the State Controller's Audit in September 2010, the Department conducted an audit of the grants it awarded to the City. The April 22, 2011 Audit Report found that $481,176 in grants reimbursed to the City are ineligible, due to alleged violations of the grant agreements. The alleged violations include Government Code Section 1090 conflicts of interest, failure to obtain City Council approval of contracts as required by the Charter and failure to follow the bidding process as required by the Charter. As a result, the Department is requiring that the City return the full reimbursed amount.

The City has thus far only paid $180,000. Based on the City Attorney's advice that the City may be eligible for forgiveness of the reimbursement funds, the City applied for forgiveness of the remaining $300,000. The City's Community Services Director, Ms. Pam Wasserman has been instrumental in ensuring review of the City's application. We expect a response soon.

16. Western Auto Center (Werrlein) Matter

On August 26, 2011, the City and the former redevelopment agency filed this lawsuit for declaratory relief, a gift of public funds, and injunctive relief to preclude and/or postpone the foreclosure and sale of the subject property, commonly known as the Western Auto Center. This property is located at 6415 Atlantic Avenue (the "Property") that was purchased on May 21, 2009 by the Agency from the defendant Werrlein trust, subject to a deed of trust, for $4.6 million. Trial in this matter is now scheduled for August 19, 2013.

The validity of this transaction was previously questioned by the California State Controller's Office in a report dated September 22, 2010. The validity of this transaction is also at issue in this lawsuit.

After filing this lawsuit, we were successful in obtaining a temporary restraining order and preliminary injunction to prevent the sale or transfer of the property from occurring pending the outcome of this lawsuit. The Court found in ruling in the City's favor in those motions that the City has shown a probability of prevailing in this lawsuit.

Legal Fees: The legal fees and costs anticipated for this matter are $125,000 to $180,000.

This matter is impacted by the elimination of redevelopment through ABX1 26 ("AB 26") that was upheld by the California Supreme Court's December 29, 2011 ruling in *California Redevelopment Association, et al. v. Matosantos, et al.,* Case No. S194861, which dissolved all redevelopment agencies as of February 1, 2012.

The California State Department of Finance ("DOF") is now vested with the authority to make the determination of which of the obligations of former redevelopment agencies throughout the State of California are enforceable.

The DOF has not approved any payments for the subject deed of trust for the Property and a final determination by DOF concerning this matter is necessary, and exhaustion of all applicable administrative remedies, before this case can proceed to trial.

On or about June 27, 2012, AB 1484 was enacted which, in pertinent part, has suspended the "fire sale" of redevelopment property and enables communities to retain properties for redevelopment-related purposes after cash balances are recovered and settled as approved by the oversight board. The parties are currently following this process and exploring alternatives for the sale and development of the Property.

17. James Corcoran Claim Against City

This was a wrongful termination and retaliation case filed by James Corcoran, an 18-year Bell Police Sergeant with probable liability against the City. Plaintiff alleged that the City's Chief of Police at the time, Randy Adams, was initiating a personnel action against Sgt. Corcoran due to whistle blowing activities by the Sergeant, who resigned before he could be fired. Plaintiff filed a lawsuit against the City, Maywood, and certain employees and officers seeking an undisclosed amount in damages. As evaluated by a former U.S. District Court Judge in mediation, a settlement of $1.6M was recommended. By urging that management consider reinstatement, and then negotiating a settlement to cover lost wages and benefits and attorneys fees, the case settled for $474,000 with reinstatement, saving the City in excess of $1M.

18. Other Risk Management Cases

A. Risk Management Cases Resolved.

Besides the major cases discussed above, the City faced another dozen cases or claims when we became City Attorney. In the last year, we have resolved 2/3 of the case load we assumed when we took over. Resolved cases are *Granite States Insurance Company vs. City of Bell; Ismael Rivera v. Albert Neesan, The Redevelopment Agency of the City of Bell, et al., Molinari, Cynthia Anderson-Baker vs. City of Bell; Olivia Camargo vs. City of Bell;* and *Bian Gormley vs. City of Bell.* These cases arose from a number of causes ranging from trip and falls, to water damage to property, to improper entry on property, to vehicle damage, to handicap access and so forth. The aggregate amount of those claims was $168,000. They were settled/resolved for $35,750 or 21% of the total claims.

B. Risk Management Cases Pending.

Currently pending are 3 slip and fall type cases: *Maria Soria v. City of Bell, et al.*; *Elvia Figueroa vs. City of Bell*, et al.; and *Rene Martinez vs. City of Bell, et al.* Aggregate exposure in those cases is approximately $130,000.00. We fully expect resolution of these matters, consistent with the previously settled cases.

C. Risk Management Administration.

When we commenced our services we found that the City had an inadequate system for processing risk management cases by failing to gather and protect evidence, lack of a good system to assess, evaluate and settle claims and inadequate responses to claims. We therefore reviewed internal risk management procedures and made recommendations to improve processes.

Thereafter, we introduced Carl Warren & Co. to the City, and obtained a pro bono review by Carl Warren & Co. of ongoing claims and successfully negotiated a contract with Carl Warren & Co. for services as the City's claims administrator. We instituted weekly status conferences with City Risk Manager We also contacted the JPIA and secured a form for membership, which is being processed.

Other actions we have taken include:

1. Reviewed and evaluated insurance claims to AIG subsidiaries
2. Secured an audit by Alliant Insurance of the claims policy covering the alleged activities of the Bell Eight
3. Provided a records search capability to retrieve needed documents to evaluate claims
4. Instituted litigation budgets for litigation cases

In the coming years we are instituting Post Certified Courses for the Police Department, Risk Manager issues to help avoid future litigation.

D. Other Cases.

In addition to the foregoing, the firm has represented the City successfully in 10 pitchess motion cases involving access to police records, and (ii) in 8 unlawful detainer matters to evict tenants not paying rent. These cases have now been fully resolved.

IV. CITY ATTORNEY BUDGET

On July 28, 2011, after completing a lengthy Request for Proposal ("RFP") process initiated with a Request for Qualifications in April, the firm of Aleshire & Wynder ("A&W") was selected to be City Attorney. Eight law firms were considered in the RFP process. Following is an overview of issues related to the City Attorney budget.

1. We have now opened some 50 accounts to monitor all matters. Many of these accounts are common to all our cities such as General, Personnel, Planning, Public Works, Police, Finance, Code Enforcement, etc. Many of these matters are not charged to the General Fund, such as Redevelopment and Housing. Also Risk Management matters are separately accounted. Many of the accounts are specialized including Mobile Home Parks, Financial Investigations, SEC Investigation, GO Bond Workout, Dexia lawsuit, Pension Matters, and so forth. So far, we estimate that approximately half of this legal expense is for matters which would not be "normal" for a city and are unique to Bell due to its current circumstances.

2. In Fiscal Year 2011-12 we billed the City for all matters $1,158,000 for attorney hours at an overall hourly rate of **$146**/hour, which is actually below the rates in our approved contract (rates are $195/hour for litigation, for example). The rate was reduced by the fact that A&W wrote off over $256,000 in legal fees largely to try and stay within an affordable budget.

3. We have tried to analyze the nature of the City's legal expenses. Of the $1,158,000 in legal expenses, approximately 25% of the total expenses are allocated to the General Fund (with about half of that expense being either litigation or personnel). Risk Management accounts for 10% of the expense, Redevelopment and Housing are 14%, and special projects or reimbursed activities are 5% (so 29% are special funds). Taken together, the General Fund and Special Fund matters (non-corruption matters) are 53% of your legal expenses. We project that the "corruption-related" matters cost $550,000 last year or 47% of your legal expense. In other words, in normal circumstances your General Fund/Risk Management legal expenses would be $50,000 per month or about $600,000 per year. So about half of your current general fund legal expense is due to "corruption matters": litigation, financial investigations and personnel matters you would not be dealing with in normal times.

4. In order to control costs during the year, A&W has written off $256,000 in legal fees. This is approximately 20% of total billings. To try to adhere to an affordable budget we've tried to hold costs to $100,000 per month. We actually reduced our rates by 10% two months after we were hired. Due to the discounts and write-offs, our effective rate has been $146 per hour or about what the average law firm charges for paralegal services. This is half of what normal attorney rates would be (based on a survey of 161 southern California law firms).

5. We are proposing beginning FY 2012-13 that we continue holding our bills to the $100,000 per month average, but that instead of writing off the fees above that amount, we carry the deferred charges forward and take them out of recoveries we expect to earn through the litigation. In this manner we will ultimately get our fees per our contract, but we can continue to reduce the current cash flow challenge to fund the on-going litigation. We are committed as your partner to making sure justice is achieved.

V. CONCLUSION

It has been made clear to us by the Council and community that transparency is our most important operational goal. We believe that in the 85 years history of Bell you've never been involved in so many lawsuits and investigations, and there has never before been such a detailed report to the community as to your legal affairs.

Beside affirming the need for transparency, this report is intended to accomplish the following: (i) assure the community that we are seeking justice for the community by making the guilty pay for their crimes, (ii) make the community aware of the complex and varied nature of the legal matters, and the significant cost of being involved in so many matters, and (iii) explain that we believe the community can reasonably expect to recover millions of dollars from the participants in these corrupt practices against the community. This includes not only from the Bell 8, but vendors who recovered millions without written contracts; from audit firms who failed to disclose material facts in their audits; and from law firms who looked the other way when services were purchase without contracts, when they represented parties with conflicting interests, and when they failed to disclose matters to their clients and related parties.

The community needs to understand that without a strong legal effort, you could face millions of dollars in future liability: liability for bond issues which become taxable because they do not have a public purpose; for pensions computed on excessive salaries; and for pension funds which are payable from property taxes but where the pensions were not validly established. We estimate that over 20 years, the unfunded liability from these measures alone could amount to over $10 million.

In recent council meetings we hear the heartfelt pleas of residents who feel their utility taxes are too high and want them cut at least in half for a savings of $1.6M annually. The prior City Attorney firm billed the City $2M in one year at rates a third more than ours. Our bill last year was $1,158,000, and we wrote off 20% of our fees. If you carefully read this report it is clear that if each of these matters was litigated to the end, you are facing millions of dollars in legal fees in the next several years. We are facing some of the largest most prestigious law firms in the county whose rates are three times ours. They are in the fight to win, not lose.

You will not find capable attorneys who will work for less than us. You will not find attorneys writing off a quarter of a million in a year. You will not find attorneys willing to defer receipt of their fees due to your cash flow issues.

You could greatly reduce your legal fees by not going after Mayer Hoffman, BB&K and Nixon Peabody, by forgetting about the vendors who were paid without contracts; you could let the DA and CALPERS conduct their proceedings without your participation – by such measures you could probably cut your legal fees in half.

This community needs to decide if it wants to tighten its belt for the next two years to hold the perpetrators responsible, or whether it wants the immediate gratification of a utility tax decrease and withdraw from the effort to recover monies by the perpetrators. We think you will be unable to do both.

We hope that this report clearly explains what is at stake. We further hope it demonstrates that you have a committed partner who will see these battles through to the end, so that justice can come to Bell.

ATTACHMENTS:

1. July 13, 2009 email from Rizzo to City Attorney Ed Lee
2. June 23, 2010 letter from BB&K to LA District Attorney

Gmail

Randy Adams <randygadams@gmail.com>

Police Chief Contract------ROUND TWO

1 message

CAO <cao@cityofbell.org>
To: Edward Lee <Edward.Lee@bbklaw.com>

Mon, Jul 13, 2009 at 12:47 AM

Ed,

I have never been asked by the City Council to show, review, discuss or, anything else with any other Department head contracts since the Charter became effective, here is the list:
1. Spaccia,
2. Lourdes,
3. Eric,
4. Luis Ramirez,
5. Annette Pertez,
6. The two Chiefs before Andy Probst,
7. Andy Probst
8. The three Deputy Chief's
9. Assistant Chief Chevez
10. The last three two captains, and
11. The last four lieutenant's contracts.

What makes this one so special !

Ed--With our 15 years of working together and the City of Bell's continuing with you at BBK just because of our relationship. I wish you would have told Mirabel you would look into it and get back with him; then discuss it with me so I could have warned you prior to your making suggestions which were nothing more than you falling into political trap and now making me place my job on the line, because of internal politics.

THIS IS A CLOSE 2-2-1 MATTER NOW . THIS IS NOT ABOUT RANDY ADAMS, ITS ABOUT THE OLD FAMILY OF COPS DOES NOT WANT SOMEONE NEW COMING IN BECAUSE THEY ARE ALL WORRIED OF WHAT HE WILL FIND. LIKE ALL THE THINGS I FOUND AND YOU HELP ME FIX 15 YEARS AGO. IF IT WAS NOT FOR US BEING FRESH AND NEW THAT WHORE HOUSE ON FLORENCE WOULD STILL BE OPEN--MORE THAN HALF OF POLICE FORCE WOULD GET FREEBIES THERE TO LOOK THE OTHER WAY. A FORMER POLICE CHIEF HAD A REGULAR GIRL FRIEND THEIR AND ALMOST LEFT HIS WIFE FOR HER.

*ED PLEASE OPEN YOUR EYES, BELL IS THE ONLY SOUTHEAST CITY THAT HAS A GOOD REPETITION THAT IS BECAUSE OF **OUR** WORK. AND THE LAST PART TO FIX IS THE PD, ITS TAKEN 17 YEARS TO GET TO THIS PLACE. WILL YOU HELP ME BE PART OF THE SOLUTION AND NOT THE PROBLEM?*

your pal,
Bob

From: Edward Lee [Edward.Lee@bbklaw.com]
Sent: Friday, July 10, 2009 9:59 AM
To: CAO
Subject: Police Chief Contract

Bob,

I returned a call to George Mirabel who asked about the new Chief's start date. Is there a contract you need me to work on for the Chief and will this be on the upcoming Council agenda? As I spoke with George, I suggested that the Council discuss this matter in closed session under "Personnel" if there were any questions on the contract.

Please let me know.

Ed

Edward W. Lee
Best Best & Krieger
300 S. Grand Avenue, 28th Floor
Los Angeles, CA 90071
(T) 213-617-8100
(F) 213-617-7480

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WALNUT CREEK
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William J. Priest
(213) 787-2544
William.Priest@bbklaw.com
File No. 65003.00001

June 23, 2010

David E. Demerjian
Head Deputy
Public Integrity Division
Los Angeles County District Attorney's Office
766 Hall of Records
320 West Temple Street
Los Angeles, CA 90012

Re: Response by City of Bell to Letter Inquiring About Setting of City Councilmember Salaries.

Dear Mr. Demerjian:

On June 9, 2010, the City of Bell received a letter from your office inquiring about the salaries of Bell City Council members. You specifically raised concerns that their current salaries do not conform to the statutory limits set forth in California Government Code, Section 36516 for General Law cities.

The City of Bell has been a Charter City since November, 2005 and the compensation of its Council members is subject only to Constitutional limits. California Constitution, Article XI, Sections 5(a) and (b)(4) state, in pertinent part:

> "(a) . . . .City charters adopted pursuant to this Constitution shall supersede any existing charter, and with respect to municipal affairs shall supersede all laws inconsistent therewith.
>
> (b) It shall be competent in all city charters to provide, in addition to those provisions allowable by this Constitution, and by the laws of the State for: . . . and (4) plenary authority is hereby granted, subject only to the restrictions of this article, to provide therein or by amendment thereto, the manner in which, the method by which, the times at which, and terms for which the several municipal officers and employees whose compensation is paid by the city shall be elected or appointed, and for their removal, and for their compensation . . ."

124X

Further, the California Supreme Court has affirmed that the compensation of officers and employees of charter governments constitute municipal affairs not subject to the general laws of the State. *Sonoma County Organization of Public Employees v. County of Sonoma et. al.*, (1979) 23 Cal.3d 296, 314-317. Therefore, the City of Bell has the Constitutional authority to set Council member compensation at higher levels than allowed under Section 36516, provided the compensation remains within the limits of the City's charter.

The Bell City Charter, Section 502, states in pertinent part:

> "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. . . ."

Pursuant to Section 502, the voters of the City of Bell have chosen to limit the Council members' compensation to that provided by State law, but only with respect to their service as Council members. The charter imposes no such limits with respect to compensation for their service as members of the City's other commissions and boards – the only remaining requirement being that compensation must be prescribed by ordinance or resolution.

As noted in the documents the City produced for you last month, each Council member receives $150.00 per month with respect to their service as Council members (the "Council" entry on the Personnel Action Reports). This is well within the limits prescribed by Section 36516 which, given Bell's population (44,054) would allow compensation of up to $400 per month plus a 5% per year increase since the last adjustment. The compensation the Council members receive for their service on the City's other boards, commissions and authorities has been approved over the years by adoption of several resolutions, which were discussed and approved in open session before the public.

Please feel free to call my office should you have any questions regarding the enclosed.

Sincerely,

William J. Priest
for BEST BEST & KRIEGER LLP

Assistant City Attorney, City of Bell

WJP

cc: Robert A. Rizzo, Chief Administrative Officer
Edward W. Lee, City Attorney
Lourdes Garcia, Director of Administrative Services
Rebecca Valdez, City Clerk

City of Bell
Agenda Report

Date: November 7, 2012

TO: Mayor and Members of City Council

FROM: Terry Rodrigue P.E., City Engineer

APPROVED By: _____
Doug Willmore, City Manager

SUBJECT: Subdivision Agreement for Parcel Map 71920 located on the north side of Bandini Boulevard between Pennington Way and Yeager Way - First Industrial, LP., a Delaware limited partnership

RECOMMENDED ACTION

Authorize the City Manager to execute a subdivision agreement for grading, demolition and drainage improvements for Parcel Map 71920 between the City of Bell and First Industrial, L.P., a Delaware limited partnership.

BACKGROUND

Parcel Map 71920 is a single subdivision of 21.26 acres, approved by the City Council on May 16, 2012 for the development of industrial purposes per Resolution No. 2012-44-PC. The subject project is located at the northeast corner of Bandini Boulevard and Pennington Way (See Exhibit "A") and consists of a 490,000 square foot warehouse distribution and support office. The proposed building is located in the City of Bell with the most westerly portion of the project development, consisting primarily of parking, located in the City of Vernon.

In order to expedite the construction of the development, the developer wishes to obtain a permit for demolition, grading and drainage improvements. The plans have been submitted to and approved by the City's Engineering and Building Departments. More specifically, the grading and drainage plans are in compliance with the approved tentative parcel map approved by City Council together with conditions submitted by the City of Vernon. The grading design conforms to City Grading polices and the Uniform Building Code (UBC) and is consistent with sound engineering standards and practices. In addition, Best Management Practices (BMP) placed on the site will control predictable pollutant storm water runoff per National Pollutant Discharge Elimination System (NPDES) requirements.

The attached Subdivision Agreement for the initial improvements has been prepared in order to ensure the improvements are constructed in a proper and timely manner. Once final plans are completed, a subsequent Subdivision Agreement will be brought to City Council to cover the balance of the improvements. In addition to the attached agreement, First Industrial, L.P., a Delaware limited partnership will post a bond in the amount of

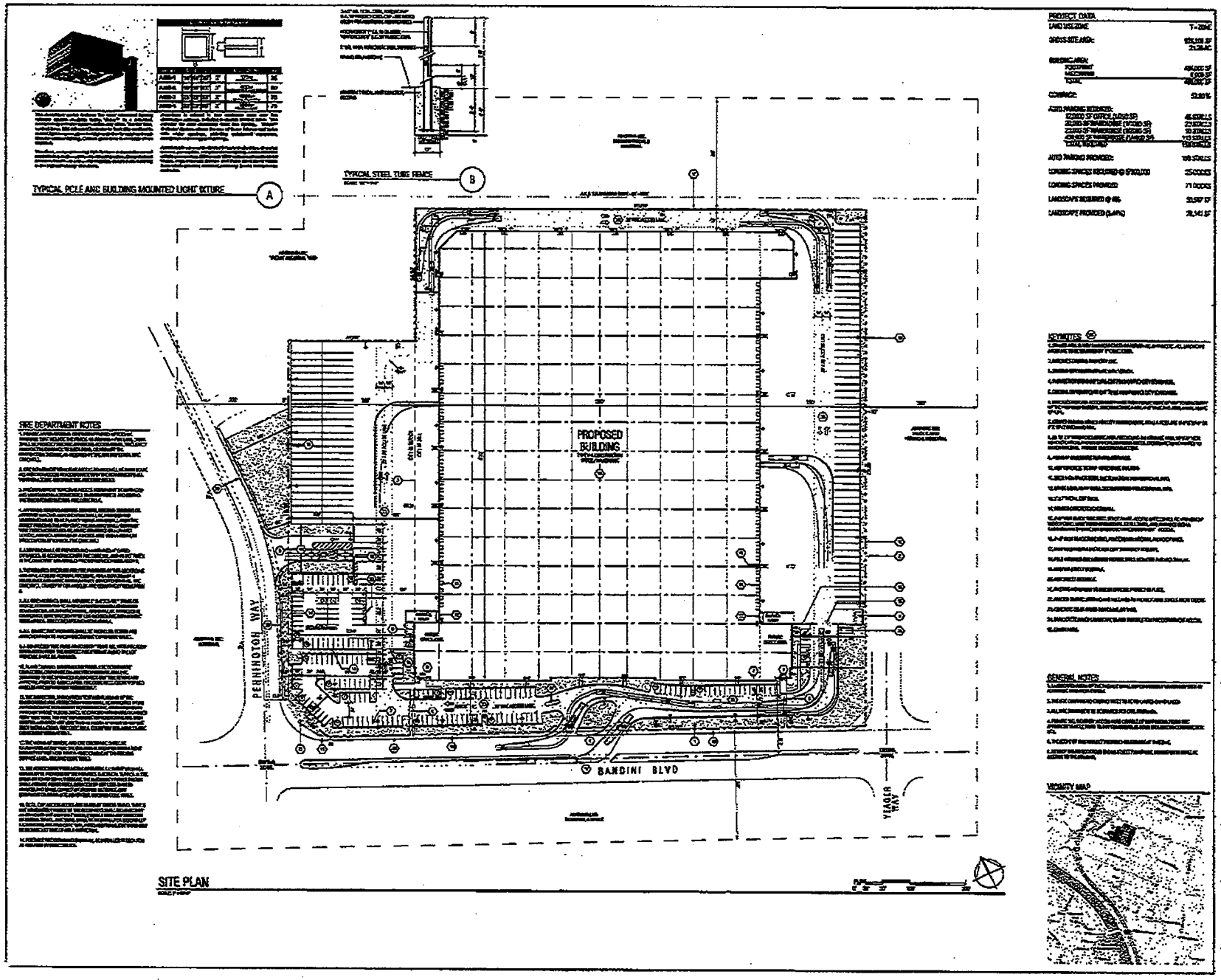
$1,001,199 to ensure construction of facilities.

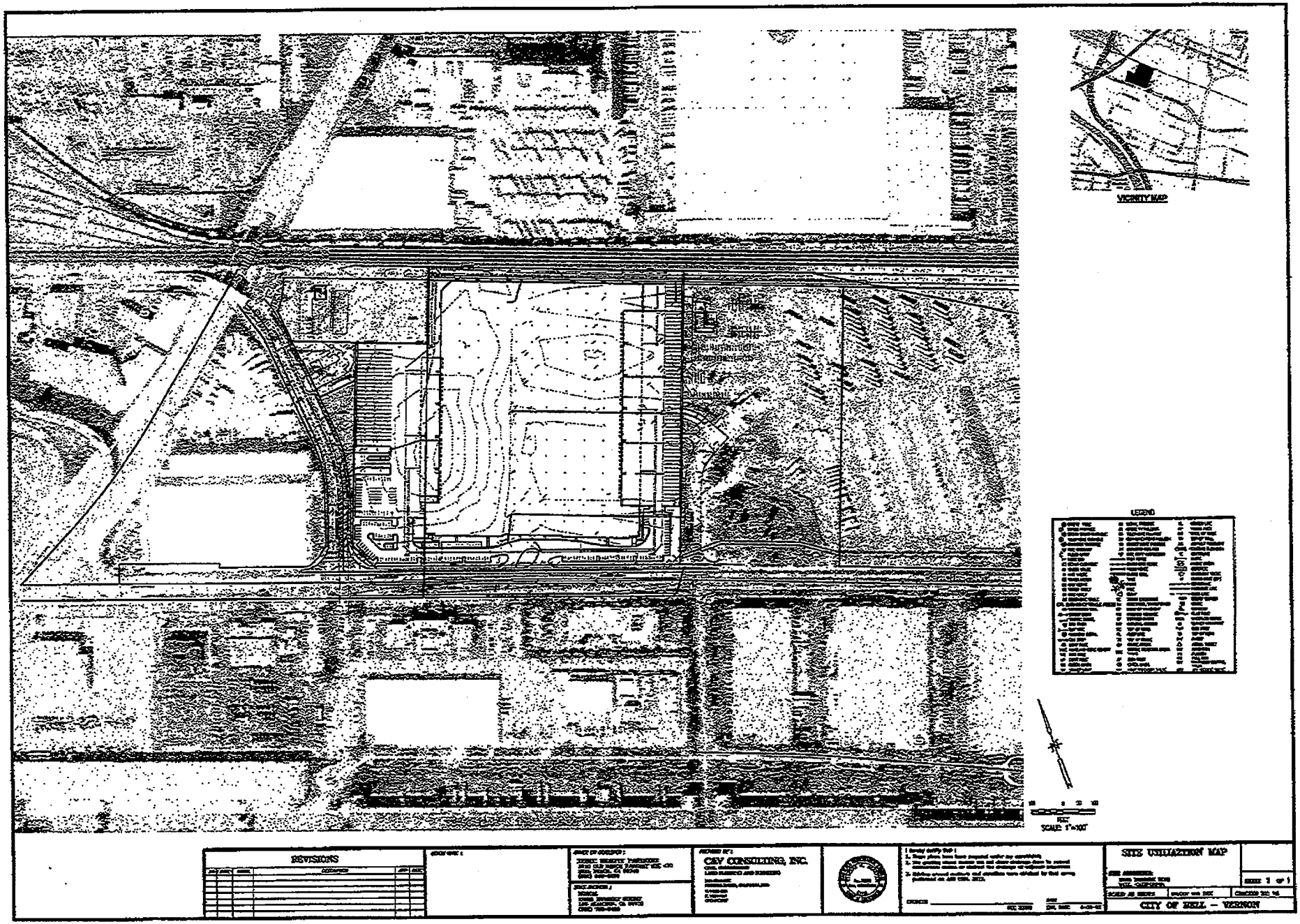
FISCAL IMPACT

All City costs related to processing, reviewing and inspecting this project will be paid by the developer.

ATTACHEMENTS

1. Site Map
2. Grading Plan
3. Subdivision Agreement
4. Resolution Approving Subdivision Agreement


TYPICAL PCLE AND BUILDING MOUNTED LIGHT FIXTURE
A
TYPICAL STEEL TUBE FENCE
B
PROPOSED BUILDING
PENNINGTON WAY
BANDINI BLVD
YEAGER WAY
FIRE DEPARTMENT NOTES
SITE PLAN
PROJECT DATA
LAND USE ZONE
T-ZONE
GROSS SITE AREA:
BUILDING AREA:
COVERAGE:
AUTO PARKING REQUIRED:
AUTO PARKING PROVIDED:
LOADING SPACES REQUIRED @ 5,000,000
LOADING SPACES PROVIDED
LANDSCAPE REQUIRED @ 4%
LANDSCAPE PROVIDED (5.4%)
KEYNOTES
GENERAL NOTES
VICINITY MAP
RGA
BANDINI INDUSTRIAL CENTER
5553 BANDINI BOULEVARD
CITY OF BELL, CALIFORNIA
XEBEC REALTY PARTNERS
XEBEC REALTY PARTNERS
SITEPLAN
A1-1-P


VICINITY MAP
LEGEND
SCALE 1"=100'
REVISIONS
CEV CONSULTING, INC.
SITE UTILIZATION MAP
CITY OF BELL – VERNON

PARCEL MAP 71920

SUBDIVISION IMPROVEMENT AGREEMENT

by and between

CITY OF BELL

And

FIRST INDUSTRIAL, L.P.

PARCEL 71920
SUBDIVISION IMPROVEMENT AGREEMENT

THIS SUBDIVISION IMPROVEMENT AGREEMENT (this "Agreement") is entered into this _____ day of _____, 2012, by and between the CITY OF BELL, a municipal corporation of the State of California ("City") and FIRST INDUSTRIAL, L.P., a Delaware limited partnership, ("Subdivider").

RECITALS

A. Subdivider is the owner of the property contained in Parcel 71920, has an approved tentative map and will record a final subdivision map (the "Map") for Parcel 71920 in the City of Bell, County of Los Angeles, State of California (the "Property" or "Parcel 71920"). Information regarding Parcel 71920, including recording information is listed on **Exhibit "A"** hereto.

B. Subdivider, by the Map, has offered for dedication to City for public use of the streets and easements shown on the Map. City desires to accept the streets and easements shown on the Map for public use, and certain other improvements described in this Agreement.

C. Subdivider has delivered to City and City has approved plans and specifications and related documents for certain "Works of Improvement" (as hereinafter defined) which are required to be constructed and installed in order to accommodate the development of the Property. The Works of Improvement may be allocated, or phased, with respect to the Map, such that specific subsets of the Works of Improvement are required to be completed for the Map, as required by the conditions of approval ("Conditions of Approval"), as set forth in **Exhibit "B".**

D. Pursuant to the California Subdivision Map Act and City Ordinances, Subdivider is required to furnish adequate security to ensure the construction and completion of the Works of Improvement required by the Map. Subdivider is requesting that City accept security as set forth herein and the City has determined to accept such security for the Works of Improvement as provided herein.

E. Subdivider's agreement to construct and install the Works of Improvement pursuant to this Agreement and its offer of dedication of the streets, easements and other improvements and facilities, as shown on the Map, are a material consideration to City in approving the final subdivision map for the Property and permitting development of the Property to proceed. The Works of Improvement in this agreement are in general the demolition, grading and drainage and related improvements.

F. A future agreement will cover the balance of the Works of Improvement for Parcel 71920.

COVENANTS

Based upon the foregoing Recitals which are incorporated herein by reference and in consideration of City's approving the Map for the Property and permitting development of the Property to proceed, Subdivider agrees to timely perform all of its obligations as set forth herein.

1. Construction Obligations.

1.1. Works of Improvement. Subdivider agrees, at its sole cost and expense, to construct or install or cause to be constructed or installed improvements related to demolition, grading, and other improvements as allocated to Parcel 71920 covered by the Map and all of the remaining Conditions of Approval related to demolition, grading and drainage on the tentative map, collectively referred to as the "Works of Improvement." The Works of Improvement shall be performed or caused to be performed by Subdivider in accordance with the Conditions of Approval as set forth in **Exhibit B** and in a manner reasonably acceptable to the City Engineer (or his/her designee) and in full compliance with all rules, regulations and codes of City and the terms of this Agreement and any plans ("Plans") for the Works of Improvement approved by the City Engineer.

Subdivider shall complete a functional or operable improvement or facility, even though the Plans may not specifically call out all items of work required for the contractor to complete its tasks, incidental appurtenances, materials, and the like. If any omissions are made in information necessary to carry out the full intent and meaning of the Plans, Subdivider or its contractor shall immediately notify its design engineer who will seek approval of the City Engineer for furnishing of detailed instructions. In the event of any doubt or question arising regarding the true meaning of any of the Plans, reference shall be made to the City Engineer or City Council, if Subdivider disputes the City Engineer's detailed instructions.

The Plans shall be supplemented by such working or shop drawings as are necessary to adequately control the work. Without the City Engineer's prior written approval, no change shall be made by Subdivider or Subdivider's contractor to any plan, specification, or working or shop drawing after it has been stamped as approved.

1.2. Survey Monuments. Before final approval of street improvements, Subdivider will place survey monuments, as shown on the Map in accordance with the provisions of the State Subdivision Map Act and the Subdivision Ordinance of the City. Subdivider shall provide security for such obligation as provided in Section 4.1 and, after setting the monument (s), Subdivider shall furnish the City Engineer of the City written notice of the setting of said monuments, and written proof of having paid the engineer or surveyor for the setting of said monument (s).

1.3. Performance of Work. Subdivider shall furnish or cause to be furnished, at Subdivider's sole cost (unless otherwise specifically provided herein), all materials, labor, tools, equipment, utilities, transportation, and incidentals required to perform Subdivider's obligations under this Agreement.

1.4. Changes in the Work. The City Engineer, without invalidating this Agreement and without notification to any of the sureties or financial institutions referenced in Section 4, may order extra work or may make changes by altering or deleting any portion of the Works of Improvement as specified herein or as deemed necessary or desirable by the City Engineer as determined necessary to accomplish the purposes of this Agreement and to protect the public health or safety. It is mutually understood that it is inherent in the nature of the work contemplated by this Agreement that some changes in the Plans may be necessary during the course of construction to adjust them to field conditions and to assure the protection of the public health or safety. The City Engineer shall notify Subdivider or Subdivider's contractor in writing (by Correction Notice) at the time a determination has been made to require changes in the work. No field changes performed or proposed by Subdivider or its contractor shall be binding on City unless approved in writing by the City Engineer.

1.5. Defective Work. Subdivider shall cause its contractor to repair, reconstruct, replace, or otherwise make acceptable any work found by the City Engineer to be defective.

1.6. No Warranty by City. The Plans for the Works of Improvement have been prepared by or on behalf of Subdivider or its consultants or contractors, and City makes no representation or warranty, express or implied, to Subdivider or to any other person regarding the adequacy of the Plans or related documents.

1.7. Authority of the City Engineer. In addition to the authority granted to the City Engineer elsewhere in this Agreement, the City Engineer shall have the authority, which shall reasonably be exercised, to decide all questions which may arise as to the quality and acceptability of materials furnished and work performed.

1.8. Documents Available at the Job Site. Subdivider shall cause its contractor to keep a copy of all approved Plans at the job site on a phase by phase basis as those portions of the Property are improved, and shall give access thereto to the City's inspectors and engineers at all times.

1.9. Inspection. Subdivider shall have an authorized representative on the job site at all times during which work is being done who has full authority to act for Subdivider, or its design engineer, and Subdivider's contractors regarding the Works of Improvement. Subdivider shall cause its contractor to furnish the City with every reasonable facility for ascertaining whether or not the Works of Improvement as performed are in accordance with the requirements and intent of this Agreement, including the Plans. If the City inspector requests it, the contractor at any time before acceptance of the Works of Improvement shall remove or uncover such portions of the finished work as may be directed which have not previously been inspected. After examination, the contractor shall restore said portions of the work to the standards required hereunder. Inspection or supervision by the City shall not be considered as direct control of the individual workmen on the job site. City's inspector shall have the authority to stop any and all work not in accordance with the requirements contained or referenced in this Agreement.

The inspection of the work by City shall not relieve Subdivider or the contractor of any obligations to fulfill this Agreement as herein provided, and unsuitable materials or work may be rejected notwithstanding that such materials or work may have been previously overlooked or accepted.

1.10. Compliance With Law. In addition to the express provisions of this Agreement and the Plans, Subdivider shall cause construction of the Works of Improvement to be completed in accordance with all other applicable federal, state, and local laws, ordinances, rules, regulations and policies.

1.11. Suspension of Work. In case of suspension of work for any cause whatever, Subdivider and its contractor shall be responsible for all materials and shall store them properly if necessary and shall provide suitable drainage protection and erect temporary structures where necessary.

1.12. Maintenance of Job Site and Works of Improvement. City shall not be responsible or liable for the maintenance or care of the job site or the Works of Improvement. Subdivider shall maintain all the job site and Works of Improvement in a state of good repair until they are completed by Subdivider and approved and accepted by City, and until the security for the performance of this Agreement is released. Maintenance shall include, but shall not be limited to, repair of pavement, curbs, gutters, sidewalks, signals, parkways, water mains, and sewers; maintaining all landscaping in a vigorous and thriving condition reasonably acceptable to City; removal of debris from sewers and storm drains; and sweeping, repairing, and maintaining in good and safe condition all streets and street improvements.

All grading, landscaping, and construction activities shall be performed in a manner to control erosion and prevent flooding problems. The City Engineer shall have the authority to require erosion plans to prescribe reasonable controls on the method, manner, and time of grading, landscaping, and construction activities to prevent nuisances to surrounding properties. Plans shall include without limitation temporary drainage and erosion control requirements, dust control procedures, restrictions on truck and other construction traffic routes, noise abatement procedures, storage of materials and equipment, removal of garbage, trash, and refuse, securing the job site to prevent injury, and similar matters.

It shall be Subdivider's responsibility to initiate all maintenance work, but if it shall fail to do so, it shall promptly perform such maintenance work when notified to do so by City. If Subdivider fails to properly prosecute its maintenance obligation under this section, City may do all work necessary for such maintenance and the cost thereof shall be the responsibility of Subdivider and its surety under this Agreement. City shall not be responsible or liable for any damages or injury of any nature in any way related to or caused by the conditions of the job site or Works of Improvement.

1.13. Final Acceptance of Works of Improvement. After Subdivider's contractor has completed all of the Works of Improvement allocable to Parcel 71920, Subdivider shall then request a final inspection of the work for Parcel 71920. City shall inspect the Works of Improvement within seven (7) days of Subdivider's request. If items are found by the inspector to be incomplete or not in compliance with this Agreement or any of the requirements contained or referenced herein, City will inform the contractor of such items within five (5) days of inspection, in writing. After the contractor has completed these items, the procedure shall then be the same as specified above for the contractor's initial request for final inspection. If items are found by City's inspector to be incomplete or not in compliance after two (2) "final" inspections, City may require the contractor, as a condition to performing further field inspections, to submit in writing a detailed written statement of the work performed subsequent to the date of the previous inspection which was found to be incomplete or not in compliance at

that time. City may also require Subdivider to pay all costs associated with any field inspections conducted after two (2) final inspections.

No inspection or acceptance pertaining to specific parts of any particular Work of Improvement shall be construed as final acceptance of any part until the overall final acceptance by City is made. Final acceptance shall not constitute a waiver by City of defective work subsequently discovered.

The date on which the Works of Improvement will be considered as complete shall be that date on which the City accepts the improvements and authorizes the City Clerk to record a Notice of Completion with respect thereto. A separate Notice of Completion may be recorded for each phase of Parcel 71920.

1.14. Permits. Subdivider, at Subdivider's expense, shall obtain all permits and licenses, give all notices and pay all fees required by law for the construction of the Works of Improvement. City shall promptly process all permits and licenses.

2. Time For Performance.

2.1. Commencement and Completion Dates. Subject to Sections 2.2 and 2.3 below, Subdivider shall (i) commence with construction and installation of the Works of Improvement for Parcel 71920 in a logical sequence as reasonably approved by the City ("Commencement Date"), and once construction or development of Parcel 71920 is actually started ("Commencement Date"); (ii) complete or cause to be completed all of the Works of Improvement associated with Parcel 71920 no later than one year (the "Completion Deadline Date") after the Commencement Date.

2.2. Phasing Requirements. The allocation of Works of Improvement and anticipated sequencing for Parcel 71920 is set forth on **Exhibit "B"** hereto. Notwithstanding the provisions of Section 2.1, City reserves the right to control and regulate completion of specific Works of Improvement as required to comply with applicable City ordinances, regulations, rules and policies relating to the timely provision of public services and facilities. In addition to whatever other remedies City may have for Subdivider's failure to satisfy such phasing requirements, as the same now exist or may be amended from time to time, Subdivider acknowledges City's right (i) to withhold the issuance of further building permits for Parcel 71920 until the associated phasing requirements are satisfied (ii) proceed against the security provided in Section 4.1, and/or (iii) proceed with reversion to acreage pursuant to Section 2.5. Prior to issuance of building permits, Subdivider shall provide satisfactory evidence that all applicable requirements that are a condition to issuance of building permits have been satisfied. Such requirements may include the payment of fees, construction of improvements, or both.

2.3. Force Majeure. Notwithstanding the provisions of Section 2.1, Subdivider's time for commencement and completion of the Works of Improvement shall be extended for the period of any enforced delay caused due to circumstances beyond the control and without the fault of Subdivider, including to the extent applicable adverse weather conditions, flood, earthquakes, strikers, lockouts, acts or failures to act of a public agency (including City), required changes to the Works of Improvement required by City, and similar causes; provided, however, that the period of any enforced delay hereunder shall not include any period longer than ten (10) days prior to City's receipt of a written notice from Subdivider or its

Contractor detailing the grounds for Subdivider's claim to a right to extend its time for performance hereunder and meeting this requirement hereof.

2.4. Continuous Work. After commencement of construction of the Works of Improvement (or separable portion or phase thereof), Subdivider shall cause such work to be diligently pursued to completion, and shall not abandon the work for a consecutive period of more than thirty (30) days, events of force majeure excepted.

2.5. Reversion to Acreage. In addition to whatever other rights City may have due to Subdivider's failure to timely perform its obligations hereunder, Subdivider recognizes that City reserves the right to revert the Property to acreage subject to the limitations and requirements set forth in California Government Code Sections 66499.11-66499-203/4. In this regard, Subdivider agrees that if the Works of Improvement have not been completed on or before November 30, 2013 and if City thereafter initiates proceedings to revert the Property to acreage, any improvements made by or on behalf of Subdivider after the date City initiates such action may not be considered in determining City's authority to revert the Property to acreage.

2.6. Time of the Essence. Time is of the essence of Subdivider's and City's performance of all of their respective obligations under this Agreement.

3. Labor.

3.1. Labor Standards. Subdivider shall be responsible for causing all contractors and subcontractors performing any of the Works of Improvement to comply with all applicable federal and state labor standards, including to the extent applicable the prevailing wage requirements promulgated by the Director of Industrial Relations of the State of California Department of Labor.

3.2. Nondiscrimination in Employment. The Subdivider covenants and agrees for itself, its successors and assigns and any successor-in-interest to the Property or part thereof, that all persons employed by or applying for employment by it, its affiliates, subsidiaries, or holding companies, and all subcontractors, bidders and vendors, are and will be treated equally by Subdivider without regard to race, color, religion, ancestry, national origin, sex, age, pregnancy, childbirth, or related medical condition, medical condition (cancer related) or physical or mental disability in compliance with Title VII of the Civil Rights Act of 1964, 42 U.S.C. § 200, et seq., the Federal Equal Pay Act of 1963, 29 U.S.C. § 206(d), the Age Discrimination in Employment Act of 1967, 29 U.S.C. § 621, et seq., the Immigration Discrimination in Employment Act of 1967, 29 U.S.C. § 621, et seq., the Immigration Reform and Control Act of 1986, 8 U.S.C. § 1324b, et seq,., 42 U.S.C. § 1981, the California Fair Employment and Housing Act, California Government Code § 12900, et seq., the California Equal Pay Law, California Labor Code § 1197.5, California Government Code § 11135, the Americans with Disabilities Act, 42 U.S.C. § 12101, et seq., and all other anti-discrimination laws and regulations for the United States and the State of California as they now exist or may hereafter be amended.

3.3. Licensed Contractors. Subdivider shall cause all of the Works of Improvement to be constructed by contractors and subcontractors with valid California Contractors licenses for the type of work being performed and having City business licenses.

3.4. Workers' Compensation. Subdivider shall cause every contractor and subcontractor performing any of the Works of Improvement to carry Workers' Compensation Insurance as required by the Labor Code of the State of California and shall cause each such contractor and subcontractor to submit to City a Certificate of Insurance verifying such coverage prior to such contractor or subcontractor entering onto the job site.

4. Security.

4.1. Required Security.

(a) Performance. Subdivider will furnish to City the following bonds, or other security reasonably acceptable to City as provided in California Government Code Section 66499 as such section may be amended, and satisfying the requirements of the applicable provisions of this Section 4 with respect to that phase (hereinafter "Security Instruments"):

(i) A Security Instrument securing Subdivider's faithful performance of all of the Works of Improvement ("Faithful Performance Security Instrument"), in the amount of one hundred percent (150%) of the estimated construction costs for Parcel 71920, as described in Section 1.1 and **Exhibit "B."**

4.2. Form of Security Instruments. All Security Instruments shall be in the amounts required under Section 4.1, as applicable, shall meet the following minimum requirements and otherwise shall be in a form provided by City or otherwise approved by the City Attorney:

(a) Bonds. For Security Instruments provided in the form of bonds, any such bonds must be issued and executed by an insurance company or bank authorized to transact surety business in the State of California. Any insurance company acting as surety shall have a minimum rating of A-IX, as rated by the current edition of Best's Key Rating Guide published by A.M. Best's Company, Oldwick, New Jersey, 08858. Any bank acting as surety shall have a minimum rating of AA, as rated by Moody's or Standard & Poor's.

(b) General Requirements For All Security Instruments. Payments under any Security Instrument shall be required to be made (and, with respect to bonds, litigation shall be required to be instituted and maintained) in the County of Los Angeles, State of California (and the Security Instrument shall so provide).

(i) Each Security Instrument shall have a minimum term of one (1) year after the deadline for Subdivider's completing the Works of Improvement, in accordance with Section 2.1 (other than liens on property, which shall have no defined term or expiration date).

(ii) Each Security Instrument shall reference Subdivider's obligations under this Agreement, shall be irrevocable, and shall include as an additional secured obligation the responsibility to compensate City for all of City's attorneys' fees and litigation expenses reasonably incurred in enforcing its rights under the Security Instrument.

(iii) Each Security Instrument shall provide that changes may be made in the Works of Improvement pursuant to the terms of this Agreement without notice to any issuer or surety and without affecting the obligations under such Security Instrument.

(iv) A final executed original of each Security Instrument shall be delivered to the City Clerk within three (3) days of execution of said Security Instrument.

4.3. Subdivider's Liability. While no action of Subdivider shall be required in order for City to realize on its security under any Security instrument, Subdivider agrees to cooperate with City to facilitate City's realization under any Security Instrument, and to take no action to prevent City from such realization under any Security Instrument. Notwithstanding the giving of any Security Instrument or the subsequent expiration of any Security Instrument or any failure by any surety or financial institution to perform its obligations with respect thereto, Subdivider shall be liable for performance under this Agreement and for payment of the cost of the labor and materials for the improvements required to be constructed or installed hereby and shall, within ten (10) days after written demand therefore, deliver to City such substitute security as City shall require satisfying the requirements in this Section 4.

4.4. Release of Security Instruments.

(a) City shall release the Faithful Performance Security Instrument for Parcel 71920 when all of the following have occurred:

(i) Subdivider has made written request for release and provided evidence of satisfaction of all other requirements in this section;

(ii) the Works of Improvement have been accepted and a Notice of Completion has been recorded; and

(iii) subject to the following sentences after passage of the time within which lien claims are required to be made pursuant to Article 3 (commencing with Section 3114) of Chapter 2 of Title 15 of Part IV of Division 3 of the California Civil Code or as such may be amended. If lien claims have been timely filed, City shall hold the Labor and Materials Security Instrument until such claims have been resolved, Subdivider has provided a statutory bond, or otherwise as required by applicable law.

(b) City shall within ten (10) days release any Lien when the items in Section 4.5(a) have occurred. In such a situation, City shall promptly execute and record a release of the Lien.

5. Cost of Construction and Provision of Inspection Service.

5.1. Subdivider Responsible for All Costs of Construction. Subdivider shall be responsible for payment of all costs incurred for construction and installation of the Works of Improvement.

5.2. Payment To City For Costs. Subdivider shall compensate City for all of City's costs reasonably incurred (i) in having its authorized representative make the usual and customary inspections of the Works of Improvement, (ii) for all design, plan check and evaluation of any proposed or agreed-upon changes in the work, and (iii) attorney costs for preparation of all necessary documents. In addition, Subdivider shall make such customary payments and deposits prior to the inspections of the Works of Improvement. The procedures for deposit and payment of such fees shall be as established by the City. In no event shall Subdivider be entitled to additional inspections or a final inspection and acceptance of any of the

Works of Improvement until all City fees and charges have been fully paid, including without limitation, charges for applicable penalties and additional required inspections.

6. **Acceptance of Offers of Dedication.** Subdivider shall provide irrevocable offers of dedication for all property on which the Works of Improvement are to be located, and all other rights of way or easements required by the Conditions of Approval for the benefit of the public. The City Council shall pass an appropriate resolution or resolutions accepting all offers of dedication shown on each Map for the Property, upon completion and acceptance by City of the Works of Improvement. Such resolutions shall authorize the City Clerk to execute the Certificate made a part of the Map regarding said acceptance of the offer of dedication.

7. **Warranty of Work.** Subdivider shall guarantee all Works of Improvement against defective materials and workmanship for a period of one (1) year from the date of the Notice of Completion is recorded for Parcel 71920. If any of the Works of Improvement should fail or prove defective within said one (1) year period due to any reason other than improper maintenance, or if any settlement of fill or backfill occurs, or should any portion of the Works of Improvement fail to fulfill any requirements of the Plans, Subdivider, within fifteen (15) days after written notice of such defects, or within such shorter time as may reasonably be determined by the City in the event of emergency, shall commence to repair or replace the same together with any other work which may be damaged or displaced in so doing. Should Subdivider fail to remedy defective material and/or workmanship or make replacements or repairs within the period of time set forth above, City may make such repairs and replacements and the actual cost, including but not limited to costs of materials, labor, contractors, architects, engineers, consultants, and attorneys, as well as fifteen percent (15%) overhead factor to pay City's administrative and associated costs will be paid for by the Subdivider. The warranty provided herein shall not be in lieu of, but shall be in addition to, any warranties or other obligations otherwise imposed by law. Upon expiration of this warranty period, Subdivider shall have no liability which may arise concerning operation and use of the Works of Improvement. Subdivider agreements with designers, contractors and subcontractors shall have substantially similar warranties making City a third party beneficiary.

8. **Default.**

8.1. Enforcement. If Subdivider refuses or fails to obtain prosecution of the Works of Improvement, or any severable part thereof, with such diligence as will ensure its completion within the time specified in this Agreement, or any extensions thereof, or fails to obtain completion of the work within such time, or if Subdivider is adjudged a bankrupt, makes a general assignment for the benefit of creditors, or if a receiver is appointed by reason of Subdivider's insolvency or default under a deed of trust, or if Subdivider, or any of the Subdivider's contractors, subcontractors, agents or employees, should violate any of the provisions of this Agreement, the City Engineer or City Council may serve written notice upon Subdivider and Subdivider's surety, if any has been selected pursuant to this Agreement, of breach of this Agreement, or of any portion thereof, and default of Subdivider ("Default

Notice"). The Default Notice must set forth the nature of the breach or failure and the actions, if any, required by Subdivider to cure such breach or failure. Subdivider shall be deemed in "default" under this Agreement, where: (i) said breach or failure can be cured, but the Subdivider has failed to fully cure within thirty (30) days after the date of the Default Notice (subject to the provisions below), or (ii) a monetary default remains uncured for ten (10) days (or such lesser time as may be specifically provided in this Agreement).

8.2. Breach of Agreement, Performance by Surety. In the event of any Default Notice, Subdivider's surety, if any has been selected pursuant to this Agreement, shall have the duty to take over and complete the Works of Improvement. If the surety, within fifteen (15) days after the serving upon it of such Default Notice, does not give the City written notice of its intention to take over the performance of the contract, does not commence performance thereof within thirty (30) days after notice to the City of such election, does not diligently complete performance, or suspends or abandons performance for thirty (30) days after having commenced such performance, then the City may take over the Work of Improvement and prosecute the same to completion, by contract or by any other method the City may deem advisable, for the account and at the expense of Subdivider, and Subdivider's surety if any has been selected pursuant to this Agreement, shall be liable to the City for any cost or damages occasioned the City thereby, including interest at the rate permitted by law from the date the City demands payment of such cost, and including reasonable attorney's fees incurred by the City in enforcing Subdivider's obligations pursuant to this Agreement.

8.3. Breach of Agreement: Holders other than Surety. In the event the Security Instrument is other than a bond, at the expiration of the period for cure provided in the Default Notice provided pursuant to Section 8.1 above, and if cure has not been completed, City may do the following:

(a) If security is the real property, City may take the enforcement actions specified in the deed of trust, covenants and conditions, or other recorded instrument to establish and collect the lien.

(b) If the security is a cash deposit with the City or instrument of credit with a financial institution, City shall have the right to withdraw such sums as the City finds necessary to pay the actual cost of performing the Work of Improvement, including but not limited to costs of materials, labor, contractors, architects, engineers, consultants, and attorneys, as well as fifteen percent (15%) overhead factor to pay City's administrative and associated costs. Subdivider shall have no right to approve or prevent withdrawal but shall have the right to sue City for damages or injunctive relief if City's withdrawal of the monies is unjustified.

8.4. Breach of Agreement; Actions by City. Following Default Notice and Subdivider's failure to timely cure a default, and if the surety fails to perform under Section 8.2, or, if no surety, then if City elects to levy on any other security under Section 8.3, then is such event, the City, without liability for so doing, may take possession of, and utilize in completing the Work of Improvement of such materials, appliances, plant and other property belonging to Subdivider as may be on the job site of the Work of Improvement and necessary therefore.

8.5. Additional Subdivision Remedies for Breach. In addition to any other remedies set forth in this Agreement for breach or default of this Agreement by Subdivider, the City may, in its discretion, elect to use the Subdivision Map Act remedies including causing to

be filed for record with the County Recorder a notice of intention to record a notice of violation of the terms of this Agreement.

8.6. Remedies Not Exclusive. In any case where this Agreement provides a specific remedy to City for a default by Subdivider hereunder, such remedy shall be in addition to, and not lieu of, City's right to pursue any other administrative, legal, or equitable remedy to which it may be entitled.

8.7. Attorney's Fees and Costs. In the event that Subdivider or City fails to perform any obligation under this Agreement, Subdivider or City agrees to pay all costs and expenses incurred by Subdivider or City in securing performance of such obligations, including costs of suit and reasonable attorney's fees. In the event of any dispute arising out of Subdivider's or City's performance of its obligations under this Agreement or under any of the Security Instruments referenced herein, the prevailing party in such action, in addition to any other relief which may be granted, shall be entitled to recover its reasonable attorney's fees and costs. Such attorney's fees and costs shall include fees and costs on any appeal, and in addition a party entitled to attorney's fees and costs shall be entitled to all other reasonable costs incurred in investigating such action, taking depositions and discovery, retaining expert witnesses, and all other necessary and related costs with respect to the litigation. All such fees and costs shall be deemed to have accrued on commencement of the action and shall be enforceable whether or not the action is prosecuted to judgment.

9. Indemnity. During the one (1) year warranty period established in Section 7 of this Agreement, Subdivider agrees to indemnify, defend, and hold harmless City and City's officers, employees, and agents from and against any and all claims, liabilities, losses, damages, causes of action, and obligations arising out of Subdivider's performance of or failure to perform the construction and installation of the Works of Improvement in accordance with the requirements contained or referenced in this Agreement. Said indemnity obligation shall apply to personal injury, death, property damage, economic loss, and any other monetary damage or penalty to which City may be subjected, including without limitation, attorneys' fees and costs and the costs of realizing on any Security Instrument provided by Subdivider pursuant to the terms hereof.

10. Insurance. Subdivider 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) 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 Subdividers'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 Subdivider 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 Subdivider 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.

11. 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 Subdivider'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 Subdivider shall, prior to the cancellation date, submit new evidence of insurance in conformance with Section 10 to the Contract Officer. No work or services under this Agreement shall commence until the Subdivider 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 Subdivider performs; products and completed operations of Subdivider; premises owned, occupied or used by Subdivider; or automobiles owned, leased, hired or borrowed by Subdivider. 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. Subdivider'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 Subdivider shall procure a bond guaranteeing payment of losses and related investigations, claim administration, defense expenses and claims. The Subdivider agrees that the requirement to provide insurance shall not be construed as limiting in any way the extent to which the Subdivider may be held responsible for the payment of damages to any persons or property resulting from the Subdivider's activities or the activities of any person or persons for which the Subdivider is otherwise responsible nor shall it limit the Subdivider's indemnification liabilities as provided in Section 9.

In the event the Subdivider subcontracts any portion of the work in compliance with Section 3.3 of this Agreement, the contract between the Subdivider and such subcontractor shall require the subcontractor to maintain the same policies of insurance that the Subdivider is required to maintain pursuant to Sections 10 and 11, and such certificates and endorsements shall be provided to City.

12. General Provisions.

12.1. Obligation to Refrain from Discrimination. The Subdivider covenants by and for itself and any successors in interest 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, handicap, national origin or ancestry in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the Property, nor shall the Subdivider itself or any person claiming under or through it establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessees or vendees of the Property. The foregoing covenants shall run with the land.

(a) The Subdivider shall refrain from restricting the rental, sale or lease of the Property on the basis of race, color, creed, religion, sex, marital status, handicap,

national origin or ancestry of any person. All such deeds, leases or contracts shall contain or be subject to substantially the following nondiscrimination or nonsegregation clauses:

(i) In deeds: "The grantee herein covenants by and for himself or herself, his or her heirs, executors, administrators and 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, handicap, national origin or ancestry in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the land herein conveyed, nor shall the grantee himself or herself or any person claiming under or through him or her, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessees or vendees in the land herein conveyed. The foregoing covenants shall run with the land."

(ii) In leases: "The lessee herein covenants by and for himself or herself, his or her heirs, executors, administrators and assigns, and all persons claiming under or through him or her, and this lease is made and accepted upon and subject to the following conditions:

> "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, handicap, ancestry or national origin in the leasing, subleasing, transferring, use, occupancy, tenure or enjoyment of the premises herein leased nor shall the lessee himself or herself, or any person claiming under or through him or her, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, sublessees, subtenants or vendees in the premises herein leased."

(iii) In contracts: "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, handicap, ancestry or national origin in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the premises, nor shall the transferee himself or herself of any person claim under or through him or her, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessees or vendees of the premises."

12.2. Assignment; Successors and Assigns. This Agreement may be assigned by Subdivider to any party upon prior written consent of the City, which consent may not be unreasonably withheld. This Agreement shall be binding upon all successors and assigns to Subdivider's right, title, and interest in and to the Property and any portion thereof, so that all rights and obligations set forth in this Agreement shall run with the Property subject to each and all of the Maps.

12.3. No Third Party Beneficiaries. This Agreement is intended to benefit only the parties hereto and their respective successors and assigns. Neither City nor Subdivider intend to create any third party beneficiary rights in this Agreement in any contractor, subcontractor, member of the general public, or other person or entity.

12.4. Entire Agreement; Waivers and Amendments. This Agreement integrates all of the terms and conditions mentioned herein, or incidental hereto, and supersedes all

negotiations and previous agreements between the parties with respect to all or any part of the subject matter hereof, except as may be expressly provided herein. All waivers of the provisions of this Agreement must be in writing and signed by an authorized representative of the party to be charged, and all amendments hereto must be in writing and signed by the appropriate representatives of both parties.

12.5. Cooperation and Good Faith. This Agreement contemplates a series of actions, approvals and other administrative decisions to implement its provisions and construct the Works of Improvements. The parties hereto shall cooperate reasonably and in good faith to timely achieve the purposes of this Agreement for the mutual benefit of the City and Subdivider.

12.6. Authority to Enter Agreement. Each party executing this Agreement on behalf of a party represents and warrants that such person is duly and validly authorized to do so on behalf of the entity it purports to bind and if such party is a partnership, corporation or trustee, that such partnership, corporation or trustee has full right and authority to enter into this Agreement and perform all of its obligations hereunder.

[SIGNATURES ON FOLLOWING PAGE]

"CITY"

CITY OF BELL, CALIFORNIA, a municipal corporation

Doug Willmore, City Manager

ATTEST:

Rebecca Valdez CMC, City Clerk

APPROVED AS TO FORM:

David J. Aleshire, Esq., City Attorney

"SUBDIVIDER"
FIRST INDUSTRIAL, L.P

Ryan McClean, Senior Regional Director
898 N. Sepulveda, Suite 750
El Segundo, CA, 90245

EXHIBIT "A"

SUBDIVISION IMPROVEMENT AGREEMENT – PARCEL 71920

Legal Description of Property

EXHIBIT "B"

SUBDIVISION IMPROVEMENT AGREEMENT - PARCEL 71920

CONDITIONS OF APPROVAL

Description and Cost Estimate

Parcel No.	Works of Improvement	Estimated Cost
71920	Grading Improvements	$169,728
71920	Drainage Improvements	$287,738
71920	Demolition	$210,000
	TOTAL	$667,466

RESOLUTION NO. 2012-77

A RESOLUTION OF THE CITY COUNCIL OF CITY OF BELL APPROVING A SUBDIVISION AGREEMENT FOR GRADING, DEMOLITION AND DRAINAGE IMPROVEMENTS FOR PARCEL MAP 71920 AND AUTHORIZING THE CITY MANAGER TO SIGN THE SUBDIVISION AGREEMENT FOR PARCEL MAP 71920 ON BEHALF OF THE CITY OF BELL

WHEREAS, Subdivider is the owner of, has an approved tentative map and will record a final subdivision map for Parcel 71920 in the City of Bell, County of Los Angeles, State of California; and

WHEREAS, Subdivider is required to dedicate certain property or easements and to build certain improvements to complete the grading, demolition and drainage work for Parcel Map 71920; and

WHEREAS, the City and Subdivider wish to enter into a subdivision agreement to ensure that all dedications and improvements are completed in a proper and timely manner and that all costs are adequately guaranteed.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF BELL DOES HEREBY:

1. Approve the Subdivision Agreement for Parcel 71920;

2. Authorize the City Manager to execute the Subdivision Agreement for Parcel Map 71920 on behalf of the City of Bell.

PASSED, APPROVED, AND ADOPTED this 7th day of November 2012.

_____
Ali Saleh, Mayor

APPROVED AS TO FORM:

_____
David Aleshire, City Attorney

I, Rebecca Valdez, City Clerk of the City of Bell, hereby certify that the above and foregoing resolution was duly adopted by the Bell City Council at its regular meeting held on the 7th day of November 2012, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Rebecca Valdez CMC, City Clerk