



**CITY OF BELL GARDENS**  
**CITY COUNCIL / SUCCESSOR AGENCY TO THE COMMUNITY**  
**DEVELOPMENT COMMISSION**  
**JOINT MEETING**  
**MONDAY, APRIL 8, 2024, 6:00 PM**  
**AGENDA**

**LOCATION: CITY COUNCIL CHAMBERS, 7100 GARFIELD AVENUE, BELL GARDENS, CA 90201**

The meeting will be held at Bell Gardens City Hall in the Council Chambers. The public may attend the meeting in-person or virtually as instructed below. You may view the meeting live on the City's website at <https://www.bellgardens.org/i-want-to/watch-city-council-meetings>.

**ACCESSIBILITY:** If requested, the agenda and backup materials will be made available in appropriate alternative formats to persons with a disability, as required by Section 202 of the Americans with Disabilities Act of 1990 (42 U.S.C. Sec. 12132), and the federal rules and regulations adopted in implementation thereof. Any person who requires a disability-related modification or accommodation, in order to observe and/or offer public comment may request such reasonable modification, accommodation, aid, or service by contacting the City Clerk's office by telephone at 562-806-7704 or via email to [CityClerkDesk@bellgardens.org](mailto:CityClerkDesk@bellgardens.org) no later than 72-hours before the scheduled meeting.

**PUBLIC PARTICIPATION:** The members of the public may address the City Council / Agency Members on any item listed on the agenda or on matters which are not listed on the agenda but are within the subject matter jurisdiction of the City Council / Successor Agency. Public comments are limited to three (3) minutes per person for each designated public comment period(s). Public comments for non-agenda items will be limited to a total of 30 minutes. Public comments can be made by any of the following ways:

**IN-PERSON:** Members of the public can provide in-person comments at the podium in the Council Chamber. The Council Chambers will have seating available for members of the public to attend the meeting in person, subject to capacity limits. Public comments are limited to three (3) minutes for each designated public comment period(s) per speaker, unless a different time is announced by the presiding chair. Speakers who wish to address the City Council / Agency Members should do so by submitting a "Public Comment Card" card by 5:00 p.m. for Closed Session items and by 6:00 p.m. for all other designated public comment periods as listed.

**BY TELEPHONE:** Phone Number: (669)900-9128 Webinar ID: [813 3236 4343#](#) Passcode: [2021#](#)  
To address the City Council press \*9 to raise your hand then \*6 to unmute yourself when instructed.

**VIRTUALLY LIVE:** Members of the public may participate via Zoom by <https://zoom.us/join> and entering the Zoom Meeting ID: [813 3236 4343](#) Passcode: [2021](#)  
Comments may also be made via the Zoom app by using the "Raise Hand" feature when it is your turn to speak the host will unmute you. Comments will not be accepted in the QandA Chat function of the zoom app.

**WRITTEN COMMENTS:** Public comments may be emailed to [PublicComments@bellgardens.org](mailto:PublicComments@bellgardens.org) or mailed to: City Clerk's Office, 7100 Garfield Ave., Bell Gardens, CA 90201. To ensure distribution to the members of the City Council / Agency Members prior to consideration of the agenda, please submit

comments no later than one (1) hour prior to the meeting. Those comments, as well as any comments received after, will be distributed to the members of the City Council / Successor Agency and will be part of the official public record of this meeting.

For more information, you may contact the City Clerk's office during regular business hours 7:30 a.m. to 6:00 p.m., Monday through Thursday at (562) 806-7704.

**PUBLIC HEARING:** Public participation will be separately called for the public to provide comments at the time of each public hearing item. Speakers who wish to provide a comment should do so by submitting a "Public Comment Card" to the staff liaison, clerk, prior to the designated public comment period.

## **CALL TO ORDER**

## **INVOCATION**

## **PLEDGE OF ALLEGIANCE**

## **ROLL CALL OF CITY COUNCIL MEMBERS / SUCCESSOR AGENCY TO THE COMMUNITY DEVELOPMENT COMMISSION MEMBERS**

Gabriela Gomez, Council Member / Agency Member  
Maria Pulido, Council Member / Agency Member  
Francis De Leon Sanchez, Council Member / Agency Member  
Marco Barcena, Mayor Pro Tem / Vice Chair  
Jorgel Chavez, Mayor / Chair

## **PRESENTATIONS**

- **PROCLAMATION DECLARING THE MONTH OF APRIL AS ARTS, CULTURE, AND CREATIVITY ADVOCACY MONTH**

## **PUBLIC HEARING (Item No. 1)**

1. **CONSIDERATION OF ADOPTION OF ORDINANCE NO. 942, AMENDING CHAPTER 5.64 (RETAIL CANNABIS BUSINESS PERMIT) OF TITLE 5 (BUSINESS LICENSES, REGULATIONS AND TAXES) OF THE BELL GARDENS MUNICIPAL CODE TO RESTRICT THE NUMBER OF BUSINESS REGULATORY PERMITS FOR CANNABIS RETAIL BUSINESSES**

Waive full reading and introduce Ordinance No. 942, by title only, amending Chapter 5.64 (Retail Cannabis Business Permit) of Title 5 (Business Licenses, Regulations and Taxes) of the Bell Gardens Municipal Code, to limit the number of cannabis retail regulatory permits citywide.

### **Recommendation:**

It is staff's recommendation that the City Council:

1. Find proposed Ordinance No. 942 (Exhibit 1) exempt from the provisions of the California Environmental Quality Act (CEQA); and
2. Waive full reading and introduce Ordinance No. 942, by title only, amending Chapter 5.64 (Retail Cannabis Business Permit) of Title 5 (Business Licenses, Regulations and Taxes) of the Bell Gardens Municipal Code, to limit the number of cannabis retail regulatory permits citywide.

## **PUBLIC COMMENTS ON NON-AGENDA ITEMS UNDER THE SUBJECT MATTER JURISDICTION OF THE CITY COUNCIL / SUCCESSOR AGENCY**

During this time, the members of the public may address the City Council / Successor Agency regarding any items within the subject matter jurisdiction of the City Council / Successor Agency. Public comments are limited to 3 minutes per person subject to an overall 30-minute period for non-agenda items. Government Code Section 54590 prohibits the City Council / Successor Agency from taking action or engaging in discussion on a specific item unless it appears on the agenda.

## **PUBLIC COMMENTS ON AGENDA ITEMS ONLY**

During this time, the members of the public may address the City Council / Agency Members regarding any items listed on the agenda. Public comments are limited to 3 minutes per person.

## **CITY MANAGER'S REPORT**

### **CONSENT CALENDAR (Item Nos. 2 - 12)**

All matters listed under the Consent Calendar are considered to be routine and can be acted on by one roll call vote. There will be no separate discussion of these items unless members of the City Council / Successor Agency request specific items to be removed from the Consent Calendar for separate action. Items called for separate discussion will be heard as the next order of business.

#### **2. GENERAL MOTION TO WAIVE FULL READING AND APPROVE ORDINANCES BY TITLE ONLY PURSUANT TO CALIFORNIA GOVERNMENT CODE SECTION 36934**

In order to expedite the conduct of business at City Council meetings, California State Law (California Government Code Section 36934) allows Ordinances to be read by title if a majority of the legislative body supports the motion to waive the full reading.

##### **Recommendation:**

It is staff's recommendation that the City Council approve a general motion to waive full reading and approve Ordinances by title only pursuant to California Government Code Section 36934.

#### **3. APPROVAL MINUTES OF MARCH 11, 2024 CITY/ SUCCESSOR AGENCY JOINT MEETING**

Approve the minutes of the March 11, 2024 City/Successor Agency Joint Meeting.

##### **Recommendation:**

It is staff's recommendation that the City Council approve the minutes of the March 11, 2024 City/Successor Agency Joint Meeting.

#### **4. WARRANT REGISTERS AND WIRE TRANSFERS**

In approving the action of receiving and filing the warrant registers, the official minutes of the Bell Gardens City Council should state that each individual member of the City Council is not voting on, influencing the outcome of, or participating in approving, accepting, receiving or filing any warrant which bears the name of the same council member, or pays for any costs or expenses, or otherwise benefits the same named council member. Each council member will not be participating, influencing or voting on any such warrant bearing their name or which benefits the same named council member, but with that exception is voting in favor of receiving and filing all other warrants contained in this report, unless otherwise noted on the record at the time of the approval of the action required by this report.

##### **Recommendation:**

It is staff's recommendation that the City Council receive and file the warrant registers, wire transfers, and net payrolls dated 02/22/2024, 02/27/2024, 03/05/2024, 03/07/2024, 03/12/2024, 03/19/2024, 03/21/2024 and 03/26/2024.

**5. WARRANT REGISTER SUCCESSOR AGENCY**

In approving the action of receiving and filing the warrant registers, the official minutes of the Successor Agency should state that each individual member of the Successor Agency is not voting on, influencing the outcome of, or participating in approving, accepting, receiving or filing any warrant which bears the name of the same Successor Agency Member, or pays for any costs or expenses, or otherwise benefits the same named Successor Agency Member. Each Successor Agency Member will not be participating, influencing or voting on any such warrant bearing their name or which benefits the same named Successor Agency Member, but with that exception is voting in favor of receiving and filing all other warrants contained in this report, unless otherwise noted on the record at the time of the approval of the action required by this report.

**Recommendation:**

It is staff's recommendation that the Successor Agency Members receive and file the warrant register dated 03/12/24 and 03/26/2024.

**6. FEBRUARY 2024 TREASURER'S REPORT**

The Treasurer's Report is a list of cash, investment portfolio and restricted bond cash held by the City.

**Recommendation:**

It is recommended that the City Council receive, approve, and file the February 2024 Treasurer's Report.

**7. A RESOLUTION APPROVING THE 2023 BELL GARDENS GENERAL PLAN ANNUAL PROGRESS REPORT**

2023 Bell Gardens General Plan Annual Progress Report

**Recommendation:**

It is staff's recommendation that the City Council adopt the attached resolution approving and consenting to the submission of the 2023 Bell Gardens General Plan Annual Progress Report to the State of California.

**8. FIRST AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY OF BELL GARDENS AND WSP USA ENVIRONMENT & INFRASTRUCTURE INC. (WSP; FORMALLY WOOD ENVIRONMENT & INFRASTRUCTURE SOLUTIONS, INC.)**

An amendment to allocate additional funds from the Equitable Community Revitalization Grant (ECRG) funding to WSP USA Environment & Infrastructure Inc. (WSP; formally Wood Environment & Infrastructure Solutions, Inc.) (WSP) for consultation services for clean up of a Shull Street brownfield site formerly known as the Berk Oil site.

**Recommendation:**

It is staff's recommendation that the City Council:

1. Determine the action exempt from the provisions of the California Environmental Quality Act (CEQA) pursuant to State CEQA Guidelines Section 15060(c)(3); and
2. Adopt the attached resolution approving a First Amendment to the Professional Services Agreement (PSA) between the City and WSP USA Environment & Infrastructure Inc. (WSP; formally Wood Environment & Infrastructure Solutions, Inc.) (WSP) for additional funding not-to-exceed amount of \$800,000 to accommodate the amended scope of work needed to



continue remediation consulting services for the former Berk Oil site located at 5600-5636 Shull Street.

**9. APPROVAL OF A PARTICIPANT AGREEMENT WITH THE COUNTY OF LOS ANGELES FOR THE LOS ANGELES REGION IMAGERY ACQUISITION CONSORTIUM**

A request to approve a Participant Agreement with the County of Los Angeles for Los Angeles Region Imagery Acquisition Consortium (LARIAC) for regional and citywide digital imagery and datasets.

**Recommendation:**

It is staff's recommendation that the City Council:

1. Adopt the attached Resolution (Exhibit 1); and
2. Approve a Participant Agreement with County of Los Angeles (Exhibit 2) for digital mapping services citywide; and
3. Appropriate future appropriations for three annual increments of \$8,546.66 for fiscal years 2025, 2026, and 2027 (for a total of \$25,637.00) to fund participation in the Los Angeles Region – Imagery Acquisition Consortium 7 (LARIAC7); and
4. Find the proposed action exempt from the provisions of the California Environmental Quality Act (CEQA) pursuant to Guidelines Section 15060(c)(3).

**10. CONSIDERATION OF APPROVAL OF A RESOLUTION EXTENDING AN AMENDMENT TO THE GROSS REVENUE LICENSE FEE IMPOSED ON PARKWEST BICYCLE CASINO**

Adopt the attached Resolution extending an amendment to the gross revenue license fee imposed on Parkwest Bicycle Casino for a limited time period ending on July 31, 2024.

**Recommendation:**

It is staff's recommendation that the City Council adopt the attached Resolution extending an amendment to the gross revenue license fee imposed on Parkwest Bicycle Casino for a limited time period ending on July 31, 2024.

**11. INSTALLATION OF RED CURB "NO PARKING" RESTRICTIONS FRONTING 7533 GARFIELD AVENUE**

Consideration of a resolution to authorize the installation of an additional 10 feet of red curb 'no parking' restrictions on the north side of the southerly driveway fronting 7533 Garfield Avenue.

**Recommendation:**

It is staff's recommendation that the City Council:

1. Adopt the attached Resolution authorizing the installation of 10 feet of additional red curb 'no parking' restrictions on the north side of the southerly driveway fronting 7533 Garfield Avenue; and
2. Rescind Resolution No. 2023-92.

**12. ADOPTION OF RESOLUTION AND APPROVAL OF A STANDARD AGREEMENT BY AND BETWEEN THE CITY OF BELL GARDENS AND THE OFFICE OF PLANNING AND RESEARCH, CALIFORNIA VOLUNTEERS FOR THE LOCAL GOVERNMENT CONNECTING NEIGHBORS TO NEIGHBORS GRANT**

Adoption of a resolution and agreement with the Office of Planning and Research, California Volunteers for the Local Government: Connecting Neighbors to Neighbors Grant.

**Recommendation:**

It is staff's recommendation that the City Council by motion:

1. Adopt the attached resolution; and
2. Approve the State of California Department of General Services Standard Agreement No. CV2311401 with the office of Planning and Research, California Volunteers for the Local Government: Connecting Neighbors to Neighbors Grant in the amount of \$250,000.

## **DISCUSSION (Item Nos. 13 - 14)**

### **13. LOCAL COMMISSIONS APPOINTMENT LIST**

The Local Commissions Appointments List outlines the City of Bell Gardens Commissions and Commissioners. Per the Bell Gardens Municipal Code, City Commissions consist of Bell Gardens residents appointed by each member of the City Council. Council Members may remove commissioners during any regular City Council meeting and may appoint commissioners following 10 working days after the posting of the vacancy notice.

#### **Recommendation:**

It is staff's recommendation that the City Council review the Commissions Appointments List and by motion, remove commissioners and/or make appointments to the posted vacancies.

### **14. CONSIDER REQUEST TO RENEW VEHICLE TOWING AND STORAGE SERVICES AGREEMENT**

The City of Bell Gardens regularly requires motor vehicle towing and storage services, including the removal of abandoned, stolen and damaged vehicles, occasional towing and storage of City owned vehicles and special security for vehicles held for the investigation of crimes, pursuant to various provisions of the California Vehicle and other Codes.

The current agreement with Mr. C's Towing of South Gate, Inc. will expire on October 14, 2024 and they have requested a five year extension to the term of the agreement for Council consideration.

#### **Recommendation:**

Staff is seeking direction from the City Council to:

1. Approve the request for a five year extension to the current agreement, or
2. Deny the request for a five year extension to the current agreement and direct staff to issue a Request for Proposal (RFP) for towing and storage services.

## **CITY COUNCIL / SUCCESSOR AGENCY MEMBER COMMENTS**

## **ADJOURNMENT**

**Daisy Gomez, City Clerk**

Agenda posted on April 4, 2024.



**CITY OF BELL GARDENS  
OFFICE OF THE CITY MANAGER**

**AGENDA REPORT**

Item 1.

<b>TO:</b>	Honorable Mayor and City Council Members
<b>FROM:</b>	Michael B. O'Kelly, City Manager
<b>BY:</b>	Gustavo J. Romo, Deputy City Manager/Director of Community Development Department
<b>SUBJECT:</b>	<b>CONSIDERATION OF ADOPTION OF ORDINANCE NO. 942, AMENDING CHAPTER 5.64 (RETAIL CANNABIS BUSINESS PERMIT) OF TITLE 5 (BUSINESS LICENSES, REGULATIONS AND TAXES) OF THE BELL GARDENS MUNICIPAL CODE TO RESTRICT THE NUMBER OF BUSINESS REGULATORY PERMITS FOR CANNABIS RETAIL BUSINESSES</b>
<b>DATE:</b>	April 8, 2024

**RECOMMENDATION:**

It is staff's recommendation that the City Council:

1. Find proposed Ordinance No. 942 (Exhibit 1) exempt from the provisions of the California Environmental Quality Act (CEQA); and
2. Waive full reading and introduce Ordinance No. 942, by title only, amending Chapter 5.64 (Retail Cannabis Business Permit) of Title 5 (Business Licenses, Regulations and Taxes) of the Bell Gardens Municipal Code, to limit the number of cannabis retail regulatory permits citywide.

**BACKGROUND/DISCUSSION:**

At the regularly scheduled City Council/Successor Agency to the Community Development Commission joint meeting of March 11, 2024, following City Council's direction of February 26, 2024, staff presented a report (Exhibit 2) with four options. One option was to receive and file and take no further action. The other three options were to direct staff to amend the existing ordinance regulating commercial cannabis activity citywide to include one or more of the following actions:

1. Amend Title 9 (Zoning and Planning Regulations) of the Bell Gardens Municipal Code (BGMC) to permit staff to regulate the ability to accept applications for processing (i.e., provide an open and closed application period).
2. Amend the BGMC to limit the number of conditional use permits (CUPs) on a per capita basis (i.e., based on population of the City per the U.S. Census 2020 population estimates).
3. Amend Title 5 (Business Licenses, Regulations and Taxes) of the BGMC to establish a maximum number of permissible business regulatory permits for a cannabis retail use.

The Council directed staff to proceed with Option 3 to amend Title 5 with a maximum allowance of seven (7) regulatory cannabis permits. In addition to the requirement to obtain a CUP, prospective cannabis retailers must also obtain a business regulatory permit pursuant to Title 5 of the BGMC. Limiting the number of business regulatory permits would also accomplish the same goal of ultimately limiting the number of retailers within the City limits.

Since the enactment of the retail cannabis ordinance (Ordinance No. 934), a total of seven (7) CUP/DA applications

have been received and two (2) have been presented to the City's Planning Commission for consideration. State law preserves a municipality's ability to regulate state licensed commercial cannabis activity, including what types of businesses may be permitted or prohibited, local zoning and land use requirements, business license requirements, and the reduction of exposure to secondhand smoke. Cal. Business & Prof. Code § 26200(a)(1). The direction given to staff was also based on public concern voiced to the City Council on the potential propagation of cannabis uses in a city 2.5 square miles in size.

## **ANALYSIS:**

### **Draft Ordinance No. 942**

Proposed Ordinance No. 942 will restrict permissible business regulatory permits for commercial cannabis activity within Bell Gardens to no more than seven (7) based on the constraints of size and population. This is intended prevent an over-proliferation of cannabis uses, thereby reducing potential negative impacts, ensuring community stability, and protecting the economic vitality of existing businesses.

### **General Plan Consistency**

Pursuant to General Plan Land Use Element Policy No. 1, the use of negotiated development agreements and the public hearing process, the community has the opportunity to achieve public benefits including direct monetary contributions, investment in the area, and stronger economic vitality. Community input at various levels of individual project processing could result in unique outcomes like providing job opportunities, interesting architectural features, and distinctive streetscapes fronting commercial cannabis activity projects to provide buffers from sensitive uses. Through public participation and implementation of Ordinance No. 934, it was noted that additional provisions that help to create community stability through conditions of approval that are reflective of the diverse and unique community needs were required.

General Plan Land Use Element Policies Nos. 4 and 5 pertaining to the City's industrial economic base, commercial area revitalization, and community stability would be promoted since legal, attractive sites invite visitors and residents to spend locally. They also discourage patronization of illegal establishments and restrictions on maximum business regulatory permits to address market saturation and a diversified local economy. Appropriate regulation would ensure a minimum of locational, development and design, and operating standards to safeguard residents and visitors and advance equity in business practices.

## **ENVIRONMENTAL REVIEW:**

Pursuant to CEQA (Pub. Res. Code § 21000 *et seq.*) and the CEQA Guidelines (Cal. Code Regs., Title 14, § 15000 *et seq.*), cannabis retail operations often take place in existing commercial or industrial buildings, operate similarly to other retail operations, and would be subject to the same development standards as other commercial operations, including but not limited to height, setbacks, and parking; but subject to more restrictive siting requirements. The adoption of Ordinance No. 942 would restrict the total number of business regulatory permits to be issued to any prospective business, thus, it can be seen with certainty that limiting the number of business regulatory permits would not cause a direct or indirect impact on the environment.

## **CONCLUSION:**

Ordinance No. 942 would establish a maximum number of seven (7) permissible business regulatory permits for the cannabis retail use citywide to ensure community stability and economic vitality by addressing concerns over over-proliferation of cannabis uses. The public was given notice on the matter on March 28, 2024. After the public hearing introduction of the matter on April 8, 2024, if the Council votes to approve the ordinance, a second reading of the proposed draft ordinance would occur on or about April 22, 2024.

If the draft ordinance is approved, potential commercial cannabis activity would still be subject to future public hearings to analyze locational, operational, and siting requirements. Staff recommends the City Council move forward with Actions 1 and 2 above, to adopt Ordinance No. 942 restricting the maximum number of cannabis retail business regulatory permits to seven (7).

**FISCAL IMPACT:**

**Potential Local Revenue**

Currently, the development agreement process is used to approve and adopt public benefits in exchange for vested development rights to establishment businesses proposing to engage in commercial cannabis activity for a specified grant term. Although no development agreements have been approved as of the writing of this report, if the draft ordinance is approved, fewer applicants would request to enter into a binding development agreement for vested development rights in exchange for public benefits since the maximum number of business regulatory permits would be capped out. Unlike conditions of approval, which oftentimes contain exactions that are subject to the limitations in the Mitigation Fee Act, cities may request benefits such as a host fee or other monetary contributions that would be of benefit to the City and may be used in the general fund or for a special purpose in lieu of a tax. Development exactions are received to lessen, offset, mitigate, or compensate for affected public interests.

**ATTACHMENTS:**

Exhibit 1- Ordinance No. 942

Exhibit 2- March 11, 2024, City Council Agenda Report

**APPROVED ELECTRONICALLY BY:**

Michael B. O'Kelly, City Manager

Stephanie Vasquez, City Attorney and/or Susie Altamirano, Assistant City Attorney

Manuel Carrillo, Director of Finance and Administrative Services

## **ORDINANCE NO. 942**

### **AN ORDINANCE OF THE CITY OF BELL GARDENS AMENDING TITLE 5 (BUSINESS LICENSES, REGULATIONS AND TAXES) OF THE BELL GARDENS MUNICIPAL CODE TO RESTRICT THE NUMBER OF BUSINESS REGULATORY PERMITS FOR CANNABIS RETAIL BUSINESSES**

**WHEREAS**, the City of Bell Gardens (“City”) is a general law city, incorporated under the laws of the State of California; and

**WHEREAS**, pursuant to its police power, the City may enact and enforce laws within its boundaries which promote the public health, morals, safety, or general welfare of the community, and are not in conflict with general laws; and

**WHEREAS**, on June 26, 2023, the City Council adopted Ordinance No. 934 which amended Title 5 (Business Licenses, Regulations and Taxes) and Title 9 (Zoning and Planning Regulations) to conditionally permit a cannabis retail use at qualifying sites with the approval of a Conditional Use Permit and acquisition of a Business Regulatory Permit; and

**WHEREAS**, a total of seven applications have been submitted since the effective date of Ordinance No. 934; and

**WHEREAS**, on March 11, 2024, the City Council directed staff to draft an ordinance that would limit the total number of active Business Regulatory Permits to no more than seven; and

**WHEREAS**, the City finds it necessary to amend Title 5 of the BGMC to limit the number of Business Regulatory Permits for a cannabis retail use not to exceed a total of seven permits; and

**WHEREAS**, the proposed Ordinance would maintain the land use and zoning regulations for a cannabis retail use, as specified, that are legal within the state, subject to strict compliance with state and local laws and regulations; and

**WHEREAS**, the City’s General Plan (“General Plan”) articulates the community’s vision in compliance with state law that protects the public health, safety, and welfare, enacts regulatory and enforcement controls to defend safe neighborhood character and minimize potential for negative impacts on people, the community, and the environment; and

**WHEREAS**, the proposed Ordinance would be consistent with the General Plan; and

**WHEREAS**, Policy No. 1 of the General Plan’s Land Use Element emphasizes the City’s commitment to open communication and seeking public input; and

**WHEREAS**, the deliberation of the proposed Ordinance has been subject to a public hearing process that has been duly noticed for the purpose of seeking public input and participation and community members will continue to provide public input for individual projects resulting from ordinance implementation and is therefore consistent with Policy No. 1; and

**WHEREAS**, Policy No. 4 of the General Plan's Land Use Element asserts that the City shall encourage private investment in the City's industrial economic base while ensuring compliance with necessary environmental requirements; and

**WHEREAS**, Ordinance No. 942 encourages investment in the City's industrial economic base by permitting a cannabis retail use that would be subject to a discretionary approval process and would be required to comply with all applicable state and local environmental requirements and is therefore consistent with Policy No. 4; and

**WHEREAS**, Policy No. 5 of the General Plan's Land Use Element emphasizes the provision of an environment to stimulate local employment, property values, community stability, and the economic vitality of existing local businesses; and

**WHEREAS**, limiting the total number of Business Regulatory Permits for a cannabis retail use will promote economic diversity of the City's commercial and industrial zones and provide local employment opportunities by ensuring there is not an over-proliferation of cannabis uses, thereby ensuring community stability and economic vitality of existing businesses and is therefore consistent with Policy No. 5; and

**WHEREAS**, on April 8, 2024, the City Council held a duly noticed public hearing regarding Ordinance No. 942, considered all public comments received before and during the public hearing, the presentation by City staff, the relevant staff report, and all other pertinent documents regarding the proposed Ordinance; and

**WHEREAS**, cannabis retail operations often take place in existing commercial or industrial buildings, and operate similarly to other retail operations, and would be subject to the same development standards as other commercial operations, including but not limited to height, setbacks, and parking; but subject to more restrictive siting requirements and thus, it can be seen with certainty that by adopting Ordinance No. 942, limiting the number of Business Regulatory Permits, the regulation of cannabis retail sales will not cause a direct or indirect impact on the environment pursuant to the California Environmental Quality Act ("CEQA") (Pub. Res. Code § 21000 *et seq.*) and the CEQA Guidelines (Cal. Code Regs., Title 14, § 15000 *et seq.*).

**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF BELL GARDENS DOES ORDAIN AS FOLLOWS** (unless otherwise noted, changes are shown in **bold** or ~~strikethrough~~ text):

**SECTION 1.** The recitals set forth above are true and correct and hereby incorporated by reference in full herein.

**SECTION 2.** Section 5.64.020 of Title 5 (Business Licenses, Regulations and Taxes) of the BGMC is amended to read:

5.64.020 Retail Cannabis Permit Required.

A. All Cannabis Retail businesses are subject to the business regulatory permit requirements of this Chapter and Chapter 5.12 of the BGMC, as well as all other applicable ordinances of the City and laws of the state of California.

**B. There shall be no more than seven active business regulatory permits for a cannabis use issued at any time. For purposes of this section, a Cannabis Retail business that has had its business regulatory permit revoked pursuant to Chapter 5.12 or has not commenced operations within one year of issuance of a business regulatory permit, as required by Section 5.64.050(K), is not considered an active business regulatory permit and is not otherwise in full force and effect.**

~~B.~~ **C.** It shall be unlawful for any person to establish, operate, engage in, conduct, or carry on any Cannabis Retail within the City unless the person first obtains, and continues to maintain in full force and effect, a Cannabis Retail business regulatory permit, as required herein.

**SECTION 3.** If any section, subsection, sentence, clause, phrase, or portion of this Ordinance is for any reason held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Ordinance. The City Council hereby declares that it would have adopted this Ordinance, and each section, subsection, subdivision, sentence, clause, phrase, or portion thereof, irrespective of the fact that any one or more sections, subsections, subdivisions, sentences, clauses, phrases, or portions might subsequently be declared invalid or unconstitutional.

**SECTION 4.** The City Clerk shall certify the passage and adoption of this ordinance and shall cause this ordinance to be published and/or posted as required by law, which shall take full force and effect thirty days from its adoption.

*[Signatures on the following page]*



**PASSED, APPROVED AND ADOPTED** this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

**THE CITY OF BELL GARDENS**

\_\_\_\_\_  
Jorgel Chavez, Mayor

**APPROVED AS TO FORM:**

**ATTEST:**

\_\_\_\_\_  
Stephanie Vasquez  
City Attorney

\_\_\_\_\_  
Daisy Gomez  
City Clerk



**CITY OF BELL GARDENS  
OFFICE OF THE CITY MANAGER**

**AGENDA REPORT**

Item 11.

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**TO:** Honorable Mayor and City Council Members  
**FROM:** Michael B. O'Kelly, City Manager  
**BY:** Gustavo J. Romo, Deputy City Manager/Community Development Director  
**SUBJECT:** **COMMERCIAL CANNABIS PERMIT APPLICATIONS UPDATE**  
**DATE:** March 11, 2024

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**RECOMMENDATION:**

It is staff's recommendation that the City Council consider the following actions:

1. Receive and file this report, with no further action; or
2. Direct staff to bring back an ordinance amending Title 9 (Zoning and Planning Regulations) of the Bell Gardens Municipal Code ("BGMC") to permit staff to regulate the ability to accept applications for processing; or
3. Direct staff to bring back an ordinance amending Title 9 (Zoning and Planning Regulations) of the BGMC to establish a maximum number of conditional use permits ("CUP") to be issued based on a per capita ratio; or
4. Direct staff to bring back an ordinance amending Title 5 (Business Licenses, Regulations and Taxes) of the BGMC to establish a maximum number of permissible business regulatory permits for a cannabis retail use.

**BACKGROUND/DISCUSSION:**

On June 26, 2023, the City Council approved Ordinance No. 934, which (1) repealed the City's prohibition on all adult-use cannabis activities in the City of Bell Gardens ("City"); and (2) established regulations and discretionary review process to conditionally permit cannabis retail activities in the M-U (Mixed Use Residential/Commercial, C-S (Commercial Service and Professional), C-3 (Medium Commercial, C-4 (Heavy Commercial, C-M (Commercial-Manufacturing), and M-1 (Light Industrial) Zones. In addition to zoning requirements, cannabis retail locations are subject to locational siting requirements, including a 600-foot buffering requirement from schools, day cares, youth centers, and parks and a 500-foot buffering requirement from other retail cannabis locations. They are also prohibited in the Civic Center Overlay District (portion of Garfield Avenue from Florence Avenue on the south to Gage Avenue on the north) and a portion of the City's Downtown bounded by Interstate 710 (I-710) Freeway to the west, Lubec Avenue to the north, Ajax Avenue to the east (between Lubec Avenue and E. Florence Avenue), Florence Avenue to the south (between Ajax Avenue and Eastern Avenue), Eastern Avenue to the east (between E. Florence Avenue and Live Oak Street), and from the southwest corner of Eastern Avenue and Live Oak Street due west to the I-710 Freeway. The life span of a CUP is 18 months unless a development agreement with the City is executed. Cannabis retail operators must also obtain a Business Regulatory Permit pursuant to Title 5 of the BGMC prior to commencing operations. While the locational siting requirements limit the number of viable sites available for cannabis retail, in particular as projects are approved, Ordinance No. 934 does not contain a hard cap on the number of CUPs or Business Regulatory Licenses that may be issued.

At the regularly scheduled City Council meeting of February 26, 2024, the City Council directed staff to return with a report identifying the number of active cannabis retail applications, their locations, and options for the City Council to consider limiting the total number of retail locations, along with a potential option for the City to open and close the application process.

### **Application Processing:**

Since the enactment of Ordinance No. 934, a total of seven applications have been submitted. Two applications have been presented to the City's Planning Commission for consideration of approval of a Conditional Use Permit ("CUP") and recommendation to the City Council to execute a development agreement. At the February 19th Planning Commission meeting, the two items were continued until the next regularly scheduled meeting. The proposed locations as of the writing of this report are demonstrated in Figure 1. Current Retail Cannabis Applications.

Applications for a cannabis retail use are highly scrutinized during staff review to ensure regard for character of the surrounding area and protection of nearby persons or occupants in the neighborhood. If found to be justified and supported by evidence of neighborhood disruption, added conditions may be placed upon the project to increase compatibility.

The ordinance to conditionally permit and regulate cannabis retail activities within the City limits permit staff's ability to impose conditions of approval on the implementation and operation of a cannabis retail use. Typical conditions of approval include strict adherence to all applicable local, state, and federal regulations, hours of operation, a duty to keep the property free of debris and graffiti, the prohibition of on-site consumption, and other conditions that address site specific concerns. A sample of what conditions of approval may look like are contained in Exhibit 1, for discussion purposes only and are necessarily full and exhaustive list of what conditions may apply. The applicable conditions of approval may vary from site to site depending on the neighborhood context and specific concerns applicable to a subject site to buffer the use from sensitive receptors and/or vulnerable populations.

### **Options to Limit Cannabis Retail:**

As stated above, the Bell Gardens Municipal Code places the following locational siting requirements for a cannabis retail use:

- (1) Permitted in the M-U (Mixed Use Residential/Commercial, C-S (Commercial Service and Professional), C-3 (Medium Commercial, C-4 (Heavy Commercial, C-M (Commercial-Manufacturing), and M-1 (Light Industrial) Zones only;
- (2) Must be located a minimum of 600 feet from a school, day care center, youth center, or park;
- (3) Must be located a minimum of 500 feet from any existing cannabis retail location at the time of application;
- (4) May not be located in the Civic Center Overlay District ("CCOD"); and
- (5) May not be located within the a portion of the City's Downtown between Interstate 710 (I-710) Freeway to the west, Lubec Avenue to the north, Ajax Avenue to the east (between Lubec Avenue and E. Florence Avenue), Florence Avenue to the south (between Ajax Avenue and Eastern Avenue) and Eastern Avenue to the east (between E. Florence Avenue and Live Oak Street), and from the southwest corner of Eastern Avenue and Live Oak Street due west to the I-710 Freeway, irrespective of the zoning.

Due to the 500-foot buffering requirements between cannabis retail uses, the number of viable sites shall be reduced as projects are approved, but Ordinance No. 934 does not establish a hard cap on the number of CUPs or Business Regulatory Licenses that may be issued.

Pursuant to the City Council's request, staff is presenting the following options for the City Council to consider:

### **1. Receive and File this Report**

Upon consideration of this report, the City Council may take no further action and receive and file this report. Application processing pursuant to the requirements of Ordinance No. 934 would continue and be subject to Planning Commission review prior to City Council.

### **2. Open and Closed Application Processing Periods**

One option for the Council's consideration is to amend Title 9 (Land Use and Regulations) of the BGMC to provide an open and closed application period. Opening and closing the application period process could limit the number of applications submitted to the City. However, the opening and closing of an application period would not place a definitive number on the number of retail storefronts that could ultimately be approved. During an open application period, the City could not necessarily limit the number of applications, and ultimately would not achieve the desired goal to limit the number of cannabis retail approvals. Additionally, staff would require further direction on what criteria would trigger opening and closing the application process. Implementing such a process may also present additional burdens and costs in terms of monitoring the process and advertising the availability of application processing.

Alternatively, City Council could direct staff to bring back an ordinance that amends Title 9 with a definitive application closure date to prohibit the submittal of any more cannabis retail applications after a date certain.

### **3. Limit the Number of CUPs on a Per Capita Basis**

Another option for the City Council's consideration would be to amend the BGMC to limit the number of CUPs on a per capita basis. Limiting the number of licenses within the City at any given time could address concentration concerns based on population of the City or the region's census tracts based on the U.S. Census 2020 population estimates. The U.S. Census Bureau categorizes the City's geographic area by population and land area in square miles in which there are nine (9) census tracts assigned that could be used to create certain thresholds that promote compatible commercial development. However, the credibility of data presented in the 2020 U.S. Census has been largely questioned due to challenges in collecting responses during the COVID-19 pandemic. Ultimately, this formula may work contrary to the City Council's desire if the City's population continues in a downward trend, due to the population drop presented between the 2010 Census (42,072 population) and the 2020 Census (39,501 population).

### **4. Limit the Number of Business Regulatory Permits**

Market saturation, the City's ability to regulate and enforce ordinance provisions, and quality control could be contained within the intent and purpose of an ordinance that would amend BGMC Title 5 (Business Licenses, Regulations and Taxes) for the Council's consideration to further regulate the cannabis retail industry within Bell Gardens and permit only a certain number of cannabis retail licenses. In addition to the requirement to obtain a CUP, prospective cannabis retailers must also obtain a Business Regulatory Permit pursuant to Title 5 of the BGMC. Limiting the number of Business Regulatory Permits would also accomplish the same goal of ultimately limiting the number of retailers within the City limits.

### **ENVIRONMENTAL REVIEW:**

Pursuant to the California Environmental Quality Act ("CEQA") (Pub. Res. Code § 21000 *et seq.*) and CEQA Guidelines (Cal. Code Regs., tit. 14, § 15000 *et seq.*), this report is categorically exempt pursuant to CEQA Guidelines Section No. 15306 (Class 6, Information Collection). This report consists of basic data collection, research, experimental management, and resource evaluation activities which do not result in a serious or major disturbance to an environmental resource. These may be strictly for information gathering purposes, or as part of a study leading to an action which a public agency has not yet approved, adopted, or funded.

Any subsequent action to consider and approve a future ordinance may be subject to the requirements of CEQA.

**CONCLUSION:**

Staff recommends the City Council receive and file the report or direct staff to draft an ordinance pursuant to the one of the foregoing options to regulate the number of approval cannabis retail uses within the City limits.

**ATTACHMENTS:**

- Exhibit 1 - Sample of Conditions of Approval
- Figure 1 - Current Retail Cannabis Applications

**APPROVED ELECTRONICALLY BY:**

Michael B. O'Kelly, City Manager  
Stephanie Vasquez, City Attorney and/or Susie Altamirano, Assistant City Attorney  
Manuel Carrillo, Director of Finance and Administrative Services

## EXHIBIT 1

### SAMPLE CONDITIONS OF APPROVAL

(For discussion purposes only, the actual conditions of approval may vary from project to project)

#### General Operating Conditions

1. The Subject Site shall be improved, maintained, and operated in accordance with:
  - a. The application on file in the Community Development Department and Exhibits \_\_\_\_\_ through \_\_\_\_\_ included in the staff report which are attached and incorporated herein by this reference.
  - b. All applicable laws, including but not limited to, the BGMC, the Bell Gardens Zoning Ordinance, the Business and Professions Code, Los Angeles County Department of Public Health, and the California Department of Cannabis Control (DCC).
  - c. All the conditions of approval as set forth in this Planning Commission Resolution for CUP No. \_\_\_\_\_.
  - d. The terms and conditions set forth in DA No. \_\_\_\_\_.
2. All conditions stated herein shall be binding upon the Applicant, their successors-in-interest, and assigns; shall run with the land; shall limit and control the issuance and validity of certificates of occupancy, and shall restrict and limit the construction, location, and conditional use and maintenance of all land and structures adjacent to or within the vicinity of the Subject Site. Failure to adhere to these conditions of approval may result in revocation pursuant to the process set forth in Section 9.62.010 of the BGMC.

The conditions herein shall run with the land. However, any successor-in-interest must obtain the proper approvals to assign or transfer the rights, interests, and obligations pursuant to the DA No. \_\_\_\_\_ in order to effectuate the rights and obligations set forth in this CUP and obtain a business regulatory permit pursuant to BGMC Chapter 5.12 and Chapter 5.64.

3. CUP No. \_\_\_\_\_ shall be valid strictly for a state DCC Type 10 license as defined by the DCC . Prior to the issuance of a certificate of occupancy, temporary certificate of occupancy, final building permit, finalized job card or equivalent sign off from the Building and Safety Division for the Subject Site, the Applicant shall submit a copy of its business regulatory permit and Type 10 license as approved by DCC to the City of Bell Gardens Community Development Department. Cannabis cultivation, cannabis manufacturing, cannabis laboratory testing, and cannabis distribution are strictly prohibited and shall constitute grounds for revocation and termination of all rights hereunder.

All rights hereunder shall terminate within eighteen (18) months from the date of issuance of the first building permit for the Subject Site after the approval of CUP No. \_\_\_\_\_ unless DA No. \_\_\_\_\_ is approved for a longer period of time, not to exceed ten (10) years. For the purposes of this condition, "building permit" shall have the same

definition as BGMC Section 9.20.160(D).

CUP No. \_\_\_\_\_ shall be valid strictly in compliance with DA No. \_\_\_\_\_; any privileges granted hereunder shall become null and void should there be a violation hereof.

4. The abandonment or non-implementation of the conditions stated in this CUP No. \_\_\_\_\_ for a period of one (1) year from the effective date of the CUP shall terminate the CUP, and any privileges granted there under shall become null and void; unless a written time extension for a period not to exceed one (1) year is granted by the Planning Commission. A written request to extend the time to comply with the conditions of approval stated in the CUP must be submitted to the Bell Gardens Community Development Department at least thirty (30) days prior to the expiration of the one (1)-year period.
5. Consistent with Condition No. 2, in the event of a transfer of ownership, rights, interests, obligations and/or privileges of the Subject Site involved with this CUP No. \_\_\_\_\_, the transferee shall be fully informed and consent to the conditional use and development of Subject Site as set forth by this CUP together with all conditions, which are stated herein.
6. The Applicant shall comply with all applicable City, county, DCC, and other state regulations as they pertain to the sale of cannabis. Violation of any of the conditions of CUP No. \_\_\_\_\_ or of any city, county and/or state law or regulation pertaining to the sale of cannabis shall be cause for revocation and termination of all rights hereunder.
7. The Applicant shall obtain all necessary permits and licenses from the state, City, and county agencies, including but not limited to, Fire Department and Industrial Waste for the proposed improvements and business operations on the Subject Site.
8. Prior to issuance of a building permit, the Applicant shall submit payment for the Bell Gardens Development Impact Fee(s) pursuant to BGMC Chapter 3.27. For the purposes of this condition, "building permit" shall have the same definition as BGMC Section 9.20.160(D).
9. Prior to issuance of a building permit, the Applicant shall submit design or payment for the Bell Gardens Art in Public Places pursuant to BGMC Chapter 9.71. For the purposes of this condition, "building permit" shall have the same definition as BGMC Section 9.20.160(D).
10. City staff, including but not limited to, the City Manager, Community Development Department, Bell Gardens Police Department, Los Angeles County Fire Department, and DCC shall have the right-of-entry at any time to inspect the Subject Site to verify compliance with these conditions of approval, terms set forth in DA No. \_\_\_\_\_ and the BGMC, including but not limited to the operating requirements set forth in Section 5.64.040 and all state and county laws and regulations.

11. Prior to commencing operations, owner/operator must possess a valid retail license, issued by the Department of Cannabis Control, pursuant to Division 10, commencing with Section 26000, of the California Business and Professions Code.
12. Prior to commencing operations, the owner/operator must obtain a business regulatory permit pursuant to BGMC Chapter 5.12 and Chapter 5.64. Consistent with the requirements Section 5.64.020 of the BGMC, the owner/operator shall commence operations within one (1) year of issuance of a business regulatory permit. Failure to commence operations within one (1) year of the issuance of a business regulatory permit shall constitute grounds for revocation and termination of all rights hereunder.
13. The Director of Community Development and/or their designee(s) shall be authorized to make minor modifications to this CUP No. \_\_\_\_\_ or any of the conditions specified herein if the modifications shall achieve substantially the same results as would strict compliance with the approved conditional use permit and conditions.
14. The Subject Site shall be developed, maintained, and used in a neat, quiet, and orderly condition and all uses on the Subject Site shall be operated in a manner that shall not disturb or be detrimental to adjacent properties, surrounding land uses, or occupants.
15. Hours and days of exterior building construction and site improvements shall be as follows: Monday through Saturday, not before 8:00 A.M. and not after 7:00 P.M. on the same day. No construction or grading shall take place on Sundays and City observed holidays.
16. The Applicant shall ensure that the Subject Site is properly maintained, secured, and free of debris at all times/phases of construction.
17. Prior to commencing the construction of the Project, the Applicant shall submit a site plan indicating on-Subject Site vehicular and pedestrian traffic circulation during all stages of construction to the Community Development Department for review and approval.
18. The Subject Site and surrounding area shall be maintained in a manner free of graffiti. Any graffiti that should appear on buildings, walls, or other private property on the Subject Site shall be removed within forty-eight (48) hours of being observed or reported. If painting is required, the paint shall be identical to the existing color.
19. During operations, the Subject Site and adjacent public rights-of-way (ROW), inclusive of the alley adjacent north of the Subject Site, shall be maintained in a clean and well-kept condition, free of debris and litter at all times.
20. The Subject Site's landscaping areas shall be fully planted pursuant to the approved Landscape Plan (incorporated by reference herein as Exhibit \_\_\_\_\_) and always maintained (free from debris, litter, and wilted or dead live scape removed and



replaced) for the life of the permit.

21. The Applicant and/or their designee shall ensure that any existing public telephones located on the premises be removed from the Subject Site. The installation of any outside public telephone shall be prohibited on the Subject Site and the public ROW.
22. The hours of operation at the Subject Site shall be restricted as follows: 10:00 a.m. until 10:00 p.m. Monday through Sundays, with the last delivery order to be placed by 9:00 p.m. and all delivery vehicles returned no later than 10:00 p.m.
23. The installation of signs on the Subject Site shall be in accordance with the provisions in BGMC Chapter 9.48. The Applicant shall obtain approval from the Community Development Department in this conditional use permit site plan update and a building permit for the installation of any signs on the property shall be obtained prior to the installation. Temporary signs, such as banners, pennants and flags shall be prohibited, except for any traffic/safety signs specific to construction activity.
24. Signs prohibiting loitering, smoking, and vaping on or around the Subject Site shall be posted and maintained to the satisfaction of the Bell Gardens Police Department prior to issuance of a certificate of occupancy, temporary certificate of occupancy, final building permit, finalized job card, or equivalent thereof.
25. Prior to issuance of a certificate of occupancy, temporary certificate of occupancy, final building permit, finalized job card, or equivalent thereof, the Applicant shall work closely with the Bell Gardens Police Department in updating the Security Plan (Exhibit \_\_\_\_\_) to guarantee adequate security measures are provided on the Subject Site, inclusive of the surface parking lot, at all times.
26. There shall be no outdoor storage permitted on the Subject Site at any time.

#### **Cannabis Retail – Conditional Use Operating Conditions**

27. These conditions of approval must be posted in a conspicuous location for public viewing within the establishment on a continuous basis for the life of the Project beginning on the date that operations at the Subject Site commence.
28. The establishment shall only allow patrons of the age twenty-one (21) and older, with presentation of a valid government-issued identification card or eighteen (18) and older with a physician's recommendation.
29. No persons under the age of twenty-one (21) shall be employed to sell cannabis or cannabis products at the Subject Site.
30. An electronic age verification device shall be purchased and retained at the Subject Site to determine the age of any individual and shall be installed at each point-of-sale location prior to issuance of a certificate of occupancy, temporary certificate of occupancy, final building permit, finalized job card, or equivalent thereof.

31. The electronic age verification device shall be maintained in operational condition at all times, at each point-of-sale location, and all employees shall be instructed in its use. If an age verification device fails to operate at any point-of-sale location, no sales shall take place at that point-of-sale location until the age verification device is repaired and operational.
32. Owner/operator shall abide by all laws applicable to cannabis retailers pursuant to the Medicinal and Adult-Use Cannabis Regulation and Safety Act (Bus. & Prof. Code § 26000 *et seq.*) and related Medicinal and Adult-Use Commercial Cannabis Regulations (Cal. Code Regs., tit. 4, § 15000 *et seq.*).
33. Signs advertising cannabis brands or the availability of cannabis or cannabis products for sale at the Subject Site shall not be visible from the exterior of the building at all times.
34. The display of cannabis and cannabis products shall be interior only (no outdoor display) at all times.
35. Other than limited amounts of cannabis used for interior display purposes or immediate sale, all cannabis and cannabis products shall be stored in a secured and locked room, safe, or vault, and in a manner reasonably designed to prevent diversion, theft, and loss at all times.
36. There shall be no food, beverage, video or pinball games, televisions, or similar loitering attractions accessible to customers, persons engaged in sales or any transactions, and/or patrons, on the Subject Site at all times.
37. There shall be no samples provided for the on-site consumption of cannabis and cannabis products at any time.
38. There shall be no sale or display of cannabis products that is in the form of an alcoholic beverage, including, but not limited to, an infusion of cannabis or cannabinoids derived from industrial hemp into an alcoholic beverage at any time.
39. There shall be no sale of cannabis and cannabis products over the daily legal limit to any single patron at any time, pursuant to California Health and Safety Code Section 11357.
40. All cannabis and cannabis products purchased by patrons shall not leave the Subject Site unless they are placed in an opaque packaging at any times.
41. Consumption of cannabis and cannabis products on-site is strictly prohibited, outside of the building either on the public ROW or anywhere on the Subject Site at all times.
42. Pursuant to California Labor Code Section 6404.5(c), smoking in the facility shall be strictly prohibited at all times. There shall be no display of ashtrays, or other

receptacles for the purpose of collecting smoke-related debris within the interior or exterior of the building at the Subject Site.

43. Cover charges, entry fees, or minimum purchases for patrons visiting the facility shall be strictly prohibited.
44. The authorized conditional use shall be conducted at all times with due regard for the character of the surrounding neighborhood, and the right is reserved to the City Manager, Community Development Director, or their designee(s) to impose additional corrective conditions, if, it is determined that such conditions are proven necessary for the protection of persons in the neighborhood or occupants of adjacent or nearby properties.
45. The facility shall operate in accordance with the Security Plan, incorporated by reference and attached hereto as Exhibit \_\_\_\_\_ at all times. Surveillance recordings shall be maintained for a minimum period of sixty (60) days and are intended for use by the Bell Gardens Police Department.
46. The facility shall operate in accordance with the Lighting Plan, incorporated by reference and attached hereto as Exhibit \_\_\_\_\_, at all times. All exterior portions of the site shall be adequately illuminated in the evening so as to make discernable the faces and clothing of persons utilizing the space. Lighting shall be directed onto the Subject Site without being disruptive to uses at the adjacent properties.
47. The facility shall operate in accordance with the Odor Mitigation Plan, incorporated by references and attached hereto as Exhibit \_\_\_\_\_ at all times.
48. The Bell Gardens Police Department shall be notified within twenty-four (24) hours of any diversion, theft, loss, or other criminal activity on the premises that occurs at any point after the approval of this CUP.

#### **Building/Site Improvements**

49. The proposed site improvements on the Subject Site shall be subject to review and approval by the Planning and Building and Safety Divisions. All proposed improvements shall be completed in accordance with the provisions of the California Building Code as amended by Title 26 of the Los Angeles County Building Code. All required permits from the Building and Safety Division shall be secured prior to commencing the construction of the Project. For the purposes of this CUP, the term "construction" includes any demolition, grading, and construction activities, inclusive of tenant improvements.
50. All improvements at the Subject Site shall comply with all Americans with Disabilities Act (ADA) requirements as part of the Building and Safety plan check process.
51. The Applicant shall be responsible for submitting plans for Building and Safety plan check and obtain permits for all the work proposed on the Subject Site.

52. Vehicles associated with the construction activities at the Subject Site shall not be permitted to park on the public ROW, inclusive of the alley adjacent of the Subject Site.
53. Temporary storage of building materials shall be contained within the Subject Site and shall be properly secured and screened during all stages of construction.
54. During all stages of construction, the Subject Site shall maintain a six-foot (6') high chain-link fence and gates around the entire perimeter of the Subject Site. The gates shall be closed and locked after construction hours.
55. Contractors and subcontractors engaged in the construction activities at the Subject Site shall obtain a business license and all required permits from the City of Bell Gardens.
56. The Project does not include any consideration or approvals for signage. Prior to the installation of any signs at the Subject Site, the Applicant shall submit three (3) sets of sign plans for review and approval to the Community Development Department. Sign plans shall include elevations, lettering, colors, dimensions, and installation methods.
57. Prior to submittal of plans to Building and Safety plan check, the Applicant shall submit a color and material sample board for the exterior building materials and paint colors for trims, wall surfaces, moldings, decorative awnings, frame and glass for all windows and doors, and other exterior building elements shall be subject to review and approval by the Community Development Department. Subsequent construction of the Project shall substantially comply with the approved exterior building elements.
58. Prior to issuance of a building permit, the Applicant shall submit for review and approval to the Community Development Department a sample of the window frame and glass that shall be utilized on the door and windows of the building. Pursuant to Section 9.20.160(B)(3) of the BGMC windows facing the street frontage shall be clear, untinted glass. Mirror, reflective, or tinted glass may only be permitted as an architectural or decorative accents and shall comprise no more than twenty percent (20%) of the window. For the purposes of this condition, "building permit" shall have the same definition as Section 9.20.160(D) of the BGMC.
59. Decorative railings and grilles that are placed in front of or behind windows shall be at least 75 percent (75%) open to perpendicular view and no more than six feet (6') in height. Security gates and grilles shall be prohibited on the exterior of any structure.
60. Pursuant to Section 9.38.110 of the BGMC, a minimum loading space of 250 SF is required. Parking depicted on the Subject Site shall be iterated to provide a loading space prior to submittal of plans to Building and Safety plan check.

61. Prior to submittal of plans to Building and Safety plan check, the Applicant shall submit to the Community Development Department, pursuant to Section 9.48.030 of the BGMC, signage specifications for approval.
62. Prior to issuance of a certificate of occupancy, temporary certificate of occupancy, final building permit, finalized job card, or equivalent thereof, the roof drainage system shall be integrated into the walls of the building so that there are no visible downspouts to the satisfaction of the Building and Safety Division.
63. Any new roof mounted mechanical equipment, including any air compressor units, shall be installed a minimum of six inches (6") below the lowest building parapet in order to prevent the visibility from public ROW. Compliance shall be demonstrated to the satisfaction of the Building and Safety Department prior to the issuance of a certificate of occupancy, temporary certificate of occupancy, final building permit, finalized job card, or equivalent thereof.
64. The rolling gates located along the public alley ROW shall remain closed at all times, with the exception of trash service days.
65. The following construction practices shall be implemented by all Project contractors to reduce construction noise levels:
  - a. Ensure that construction equipment is properly muffled according to industry standards, and all equipment shall utilize noise shielding and muffling devices.
  - b. Locate the construction staging area and noise-generating equipment away from adjacent residents as much as feasible.
66. The Applicant shall work closely with City staff to coordinate appropriate accommodations for commercial waste service on the Subject Site prior to issuance of any Project building permit. For the purposes of this condition, "building permit" shall have the same definition as Section 9.20.160(D) of the BGMC.
67. Proposed and required on-Subject Site and off-Subject Site improvements shall be completed by the Applicant prior to issuance of a certificate of occupancy, temporary certificate of occupancy, final building permit, finalized job card, or equivalent thereof by the City on the Subject Site.
68. Water heater enclosures, vents, flashings, pipes, and conduits for solar or other wall-mounted equipment shall be painted the same color as the surface to which they are attached to the satisfaction of the Building and Safety Department, prior to issuance of a certificate of occupancy, temporary certificate of occupancy, final building permit, or equivalent thereof by the City on the Subject Site.
69. Prior to issuance of a certificate of occupancy, temporary certificate of occupancy, final building permit, finalized job card, or equivalent thereof, all cable television service connections to the Project shall be installed underground. All cable and connectors shall be screened completely from view and within the building served.

Visible cabinets and boxes shall be treated to match the materials and colors of the buildings. The Applicant is responsible for contacting the cable company and arranging cable installation at the appropriate stage of construction. The type and location of cable installation is subject to approval of the Community Development Department and the construction coordinator of the cable television company servicing the area prior to issuance of Project building permits.

70. Prior to issuance of a certificate of occupancy, temporary certificate of occupancy, final building permit, finalized job card, or equivalent thereof, all electrical service connections to the Project shall be installed underground. All surface or ground mounted mechanical equipment including terminal boxes, pull boxes and electric meter cabinets shall be screened from public view and treated to match the materials and colors of the adjacent building. The Applicant is responsible for contacting Southern California Edison and arranging electrical service at the appropriate stage of construction. Installation of mechanical equipment is subject to approval by the Community Development Department and the customer service planner at Southern California Edison Company prior to issuance of Project building permits. For the purposes of this condition, "building permit" shall have the same definition as Section 9.20.160(D) of the BGMC.

71. The trash enclosure on the Subject Site shall be constructed with a six-foot (6') high split face concrete masonry unit block wall. A six-foot (6') high metal gate shall be installed and provided with a self-closing and self-latching mechanism. The top of the structure shall be protected with a decorative metal trellis.

### **Landscaping**

72. All designated landscaping areas, including but not limited to parkway areas shall be fully planted to the satisfaction of the Building and Safety Division prior to the issuance of a certificate of occupancy, temporary certificate of occupancy, final building permit, finalized job card or equivalent thereof by the City.

73. Landscaped areas shall always be maintained by the Applicant at all times.

### **Public Works Department**

74. The Applicant shall designate an ADA path of travel in ROW, and complete repairs to concrete sidewalks and drive approaches for ADA compliance.

### **Parking Lot/Site Maintenance**

75. The Subject Site and adjacent public ROW shall be cleared of all construction debris prior to the issuance of a certificate of occupancy, temporary certificate of occupancy, final building permit, finalized job card, or equivalent approval by the Community Development Department.

76. All parking spaces, drive aisles, walkways, shall be free of gouges, ruts, and/or gaps in the paved surface area and shall be maintained in good working order to not constitute a safety hazard to the public.
77. The proposed parking lot area including but not limited to vehicle maneuvering areas within the Subject Site shall be improved with asphalt pavement to the satisfaction of the Community Development Department. Parking lot and public ROW, inclusive of sidewalk areas immediately adjacent to the Subject Site shall be pressure washed quarterly to remove oil stains and maintained clear of trash, debris, and outside storage at all times.
78. All designated parking spaces shall be stripped in accordance with the BGMC and provided with concrete wheel stops at the front end of each parking space.
79. Any required ADA truncated domes shall be composed of stamped concrete and shall be a dark gray color.
80. The repair or maintenance of any vehicles on the Subject Site, public ROW such as a street or alley, including but not limited to oil change or adding fluids to vehicles, shall be strictly prohibited. Signs shall be posted throughout the parking lot area stating that repair and maintenance activities at the Subject Site are prohibited.
81. Inoperable vehicles shall not be parked within any designated parking spaces, drive aisle, or public ROW adjacent to the Subject Site at any time.
82. Prior to issuance of a building permit, the Applicant shall submit fence/walls plans to the Community Development Department, Planning Division for review and approval in accordance with BGMC Chapter 9.32 (Fence, Walls, and Hedges).
83. Prior to the issuance of a certificate of occupancy, temporary certificate of occupancy, final building permit, finalized job card, or equivalent thereof, a suitable, functional design of a new perimeter fence surrounding the Subject Site shall be installed, where applicable, to the satisfaction of the Community Development Department. The existing metal fence at the front and rear property lines of the Subject Site shall be refurbished with materials and colors compatible with the overall Project design. The type and color of the metal fence shall be subject to review and approval by the Community Development Department. All fences and walls on the Subject Site shall be maintained and in good condition at all times.
84. The heights of all new fences shall be measured from the highest finished grade level on either side of the Subject Site's property line.
85. The existing recycling collection facility located at the Subject Site shall cease operations on the Subject Site. Prior to the issuance of a certificate of occupancy, temporary certificate of occupancy, final building permit, finalized job card or equivalent approval by the Community Development Department all structures, containers and equipment supporting the recycling collection facility shall be

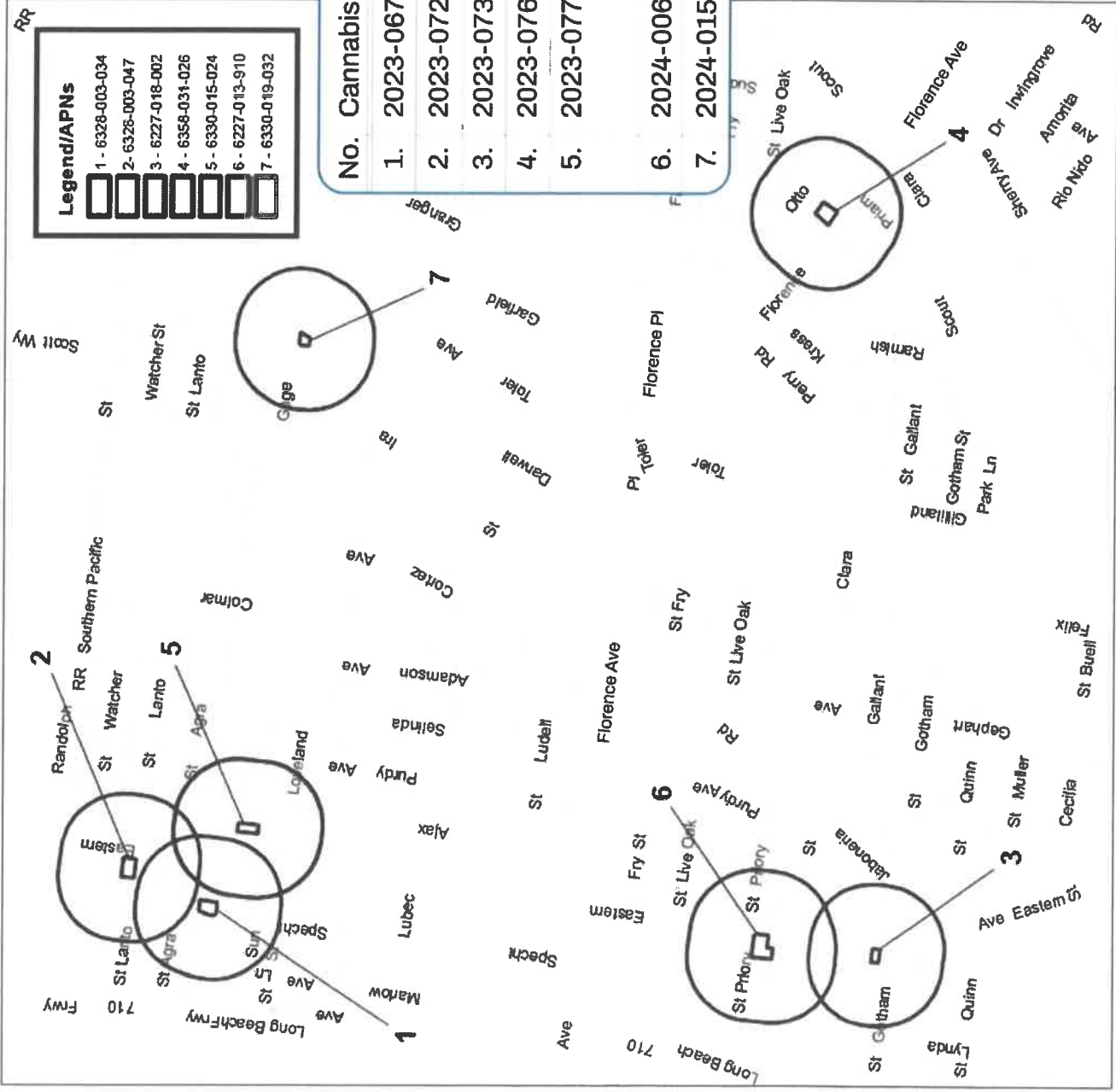
removed from the Subject Site to the satisfaction of the Building and Safety Division.

**Miscellaneous**

86. The installation of outside public telephones shall be prohibited on the Subject Site and the public ROW.
87. The owner of the Subject Site, the Project Applicant, if different from the property owner, and each of their heirs, successors in interest, and assigns, shall defend, indemnify, and hold harmless the City and its officials, agents, officers, and employees from any and all claims, actions, or proceedings brought by any party to attack, set aside, void or annul, rescind, or otherwise challenge the approval of the Project or the approval of any entitlement related to the Project by the City Council, Planning Commission, or its staff, including but not limited to, environmental determinations. Such indemnification and hold harmless shall include damages, judgments, settlements, penalties, fines, and defensive costs and expenses, incurred by, or ordered against the City in connection with or arising out of such claims, actions, or proceedings, including but limited to, interest, reasonable attorneys' fees and costs, or expert witness fees, incurred by the City. The City shall promptly notify the Applicant of any claim, action or proceeding and the City and Applicant shall mutually cooperate fully in the defense thereof.
88. The Applicant shall sign, notarize, and return to the Community Development Department an affidavit accepting all conditions of approval of this CUP No. \_\_\_\_\_ within fifteen (15) days from the approval of Resolution #PC \_\_\_\_\_ and CUP No. \_\_\_\_\_. The Applicant acknowledges and understands that all conditions set forth in this Resolution are conditions precedent to the Commission's grant of approval and failure to comply with any condition contained herein shall render this CUP non-binding as against the City and shall confer the Applicant no legal rights under the law. This conditional use permit shall not become effective unless and until the Applicant returns the fully executed, notarized affidavit to the Community Development Director within the time stated. Failure to comply with this condition within the prescribed time period above shall render this CUP null and void.



Figure No. 1: Current Retail Cannabis Applications





**CITY OF BELL GARDENS  
OFFICE OF THE CITY MANAGER**

**AGENDA REPORT**

Item 2.

<b>TO:</b>	Honorable Mayor and City Council Members
<b>FROM:</b>	Michael B. O'Kelly, City Manager
<b>BY:</b>	Daisy Gomez, City Clerk
<b>SUBJECT:</b>	<b>GENERAL MOTION TO WAIVE FULL READING AND APPROVE ORDINANCES BY TITLE ONLY PURSUANT TO CALIFORNIA GOVERNMENT CODE SECTION 36934</b>
<b>DATE:</b>	April 8, 2024

**RECOMMENDATION:**

It is staff's recommendation that the City Council approve a general motion to waive full reading and approve Ordinances by title only pursuant to California Government Code Section 36934.

**BACKGROUND/DISCUSSION:**

In order to expedite the conduct of business at Council meetings, California State Law (California Government Code Section 36934) allows Ordinances to be read by title if a majority of the Council supports the motion waiving the full reading. Most California cities adopt a standard motion at the beginning of each meeting in order to effectuate this waiver.

Since most of the Ordinances introduced and adopted consist of multiple pages of technical language, reading by title only allows the Council to eliminate the communication of redundant information and attend to other matters during the meetings. Otherwise, the entire Ordinance language will have to be read in full.

**CONCLUSION:**

Allowing ordinances to be read by title only, according to California State Law, will expedite the conduct of business at Council Meetings.

**FISCAL IMPACT:**

No fiscal impact.

**APPROVED ELECTRONICALLY BY:**

Michael B. O'Kelly, City Manager

Stephanie Vasquez, City Attorney and/or Susie Altamirano, Assistant City Attorney

Manuel Carrillo, Director of Finance and Administrative Services



**CITY OF BELL GARDENS  
OFFICE OF THE CITY MANAGER**

**AGENDA REPORT**

Item 3.

<b>TO:</b>	Honorable Mayor and City Council Members
<b>FROM:</b>	Michael B. O'Kelly, Executive Director
<b>BY:</b>	Daisy Gomez, City Clerk
<b>SUBJECT:</b>	<b>APPROVAL MINUTES OF MARCH 11, 2024 CITY/ SUCCESSOR AGENCY JOINT MEETING</b>
<b>DATE:</b>	April 8, 2024

**RECOMMENDATION:**

It is staff's recommendation that the City Council approve the minutes of the March 11, 2024 City/Successor Agency Joint Meeting.

**BACKGROUND/DISCUSSION:**

Every Closed Session and City/Successor Agency Joint Meetings the City Clerk documents the actions made by the Agency Members/City Council.

**CONCLUSION:**

If approved, the minutes of the City/Successor Agency Joint Meeting will be archived in the City Clerk's Office.

**FISCAL IMPACT:**

No fiscal impact.

**ATTACHMENTS:**

Exhibit 1 - Minutes of March 11, 2024 Regular City Council/Successor Agency Joint Meeting

**APPROVED ELECTRONICALLY BY:**

Michael B. O'Kelly, City Manager

Stephanie Vasquez, City Attorney and/or Susie Altamirano, Assistant City Attorney

Manuel Carrillo, Director of Finance and Administrative Services



**CITY OF BELL GARDENS**  
**CITY COUNCIL / SUCCESSOR AGENCY TO THE COMMUNITY**  
**DEVELOPMENT COMMISSION**  
**JOINT MEETING**  
**MONDAY, MARCH 11, 2024, 6:00 PM**  
**MINUTES**

**LOCATION: CITY COUNCIL CHAMBERS, 7100 GARFIELD AVENUE, BELL GARDENS, CA 90201**

**PUBLIC PARTICIPATION:** The members of the public may address the City Council / Agency Members on any item listed on the agenda or on matters which are not listed on the agenda but are within the subject matter jurisdiction of the City Council / Successor Agency. Public comments are limited to three (3) minutes per person for each designated public comment period(s). Public comments for non-agenda items will be limited to a total of 30 minutes. Public comments can be made by any of the following ways:

**IN-PERSON:** Members of the public can provide in-person comments at the podium in the Council Chamber. The Council Chambers will have seating available for members of the public to attend the meeting in person, subject to capacity limits. Public comments are limited to three (3) minutes for each designated public comment period(s) per speaker, unless a different time is announced by the presiding chair. Speakers who wish to address the City Council / Agency Members should do so by submitting a "Public Comment Card" card by 5:00 p.m. for Closed Session items and by 6:00 p.m. for all other designated public comment periods as listed.

**BY TELEPHONE:** Phone Number: (669)900-9128 Webinar ID: 813 3236 4343# Passcode: 2021#  
To address the City Council press \*9 to raise your hand then \*6 to unmute yourself when instructed.

**VIRTUALLY LIVE:** Members of the public may participate via Zoom by <https://zoom.us/join> and entering the Zoom Meeting ID: 813 3236 4343 Passcode: 2021  
Comments may also be made via the Zoom app by using the "Raise Hand" feature when it is your turn to speak the host will unmute you. Comments will not be accepted in the QandA Chat function of the zoom app.

**WRITTEN COMMENTS:** Public comments may be emailed to [PublicComments@bellgardens.org](mailto:PublicComments@bellgardens.org) or mailed to: City Clerk's Office, 7100 Garfield Ave., Bell Gardens, CA 90201. To ensure distribution to the members of the City Council / Agency Members prior to consideration of the agenda, please submit comments no later than one (1) hour prior to the meeting. Those comments, as well as any comments received after, will be distributed to the members of the City Council / Successor Agency and will be part of the official public record of this meeting.

For more information, you may contact the City Clerk's office during regular business hours 7:30 a.m. to 6:00 p.m., Monday through Thursday at (562) 806-7704.

**PUBLIC HEARING:** Public participation will be separately called for the public to provide comments at the time of each public hearing item. Speakers who wish to provide a comment should do so by submitting a "Public Comment Card" to the staff liaison, clerk, prior to the designated public comment period.

## **CALL TO ORDER**

The Council Members of the City of Bell Gardens City Council/Successor Agency held a Joint Regular meeting on March 11, 2024, in the Council Chambers, 7100 Garfield Avenue, Bell Gardens, CA with Mayor Jorgel Chavez presiding. Mayor Jorgel Chavez called the joint meeting to order at 6:07 p.m.

## **INVOCATION**

The invocation was given by Minister Daniel Anguiano.

## **PLEDGE OF ALLEGIANCE**

The Pledge of Allegiance was led by Cameron Vargas with Girl Scout Troop 2543.

## **ROLL CALL OF CITY COUNCIL MEMBERS / SUCCESSOR AGENCY TO THE COMMUNITY DEVELOPMENT COMMISSION MEMBERS**

Present:

Gabriela Gomez, Agency Member/Council Member  
Maria Pulido, Agency Member/Council Member (joined at 8:03 p.m.)  
Francis De Leon Sanchez, Agency Member/Council Member  
Marco Barcena, Vice Chair/Mayor Pro Tem  
Jorgel Chavez, Chair/Mayor

Absent:

None

## **PRESENTATIONS**

- **CERTIFICATE OF RECOGNITION - ROSARIO "EL CHAYITO" QUINTERO**

Mayor Jorgel Chavez read the certificate of recognition and presented it to Rosario Quintero.

- **CERTIFICATE OF RECOGNITION - TAQUERIA LOS ALTOS**

Mayor Jorgel Chavez read the certificate of recognition and presented it to the owner.

## **PUBLIC COMMENTS ON NON-AGENDA ITEMS UNDER THE SUBJECT MATTER JURISDICTION OF THE CITY COUNCIL / SUCCESSOR AGENCY**

City Clerk Daisy Gomez announced that there were no written comments provided.

Margarita Revuelta spoke in opposition to rent control.

Irma Lopez spoke in opposition to rent control.

Juan Martinez spoke in support of rent control.

Rodolfo Cortes spoke in support of rent control.

Joaquin Beltran spoke in support of the ceasefire resolution.

Andy O'Brien spoke in support of a white resolution.

Brenton Tarrant spoke in support of a white resolution and opposition of ceasefire resolution.

Rex Yuden spoke in support of a white resolution.

Hector Nosweula spoke on various topics.

Jim Conley spoke regarding various topics.

Kai Carter spoke in support of a white resolution.

Mitty Bephe in support of women's rights.

Lilly Perez spoke regarding various topics.

Wyatt Prower spoke regarding various topics.

#### **PUBLIC COMMENTS ON AGENDA ITEMS ONLY**

City Clerk Daisy Gomez announced that there were 20 written comments provided.

Martha spoke in support of Item No. 10.

Cassandra spoke in support of Item No. 10.

Brittany de la Torre spoke in support of Item No. 10.

Fabiola Barcena spoke in support of Item No. 10.

Eliazar Barcena, on behalf of son Santiago Martinez, spoke in support of Item No. 10.

Rocio Barcena spoke in support of Item No. 10.

Maria de Jesus Barcena spoke in support of Item No. 10.

Francisco Barcena spoke in support of Item No. 10.

Jorge Badel spoke in opposition to Item No. 12.

Marleen Valdez spoke in support of Item No. 10.

Maria Vazquez spoke in support of Item No. 10.

Mario Beltran spoke in support of Item No. 10.

Alex Rocha spoke in support of Item No. 10.

Robert Gurrola spoke in support of Item No. 10.

Richard Jarman spoke in support of Item No. 10.

Rogelio Rodriguez spoke in support of Item No. 10 and opposition to Item No. 11.

Zain Hasan spoke in support of Item No. 10.

Fernando Islas spoke in support of Item No. 10.

Aaron K.R. spoke in support of Item No. 10.

Ryda Hamida spoke in support of Item No. 10.

Oscar Trejo spoke in support of Item No. 12.

Gabe spoke in support of Item No. 10.

Rodolfo spoke in support of Item No. 10.

Daniela Martinez spoke in support of Item No. 10 and in opposition to Item No. 12.

**Councilmember Maria Pulido joined the meeting at 8:03 p.m.**

Elizabeth Alcantar spoke in support of Item No. 10.

Juan Martinez (Delegate of the 64) spoke in support of Item No. 10.

Jojo Del Real spoke in support of Item No. 10 and in opposition to Item No. 12.

Mateo Gil spoke in support of Item No. 10 and in opposition to item No. 12.

Nate 9 spoke in support of Item No. 10 and in opposition to Item No. 12.

Lesly Velez spoke in support of Item No. 10.

Joaquin Beltran spoke in support of Item No. 10.

Jose Aleman spoke in support of Item No. 12.

Alfred spoke in support of Item No. 10.

Melodie spoke in support of Item No. 10.

Armando spoke in support of Item No. 12.

Mayor Jorgel Chavez recessed the meeting at 8:34 p.m. and reconvened at 8:50 p.m.

Johnny Rebel spoke in support of Item No. 10.

Mirvette Judeh spoke in support of Item No. 10.

Xochitl Morales spoke in support of Item No. 10.

Mario Garcia spoke in support of Item No. 10.

Huda spoke in support of Item No. 10.

Jasmine Gonzalez spoke in support of Item Nos. 10 and 12.

Natalia Rodriguez spoke in support of Item No. 10.

Jim Conley spoke in support of Item No. 10.

Annalise Frankfort spoke in support of Item No. 10.

Rex Yuden spoke in opposition to Item No. 10.

Gabe Stutman spoke regarding Item No. 10

Jose Lopez spoke in support of Item No. 10.

Ramiro Juarez spoke in opposition of Item No. 10.

Ale Fernandez spoke in support of Item No. 10.

Omar spoke in support of Item No. 10.

Fred Leuchter spoke in support of Item No. 10.

Judy Stoyer spoke regarding Item No. 10.

Manda Garcia spoke in support of Item No. 10.

Rabbi Zyke Lawnby spoke in opposition to Item No. 10.

Katheja spoke in support of Item No. 10.

Ursula Haverbeck spoke regarding Item No. 10

Martin King spoke in support of Item No. 10.

Chad Bastewell spoke in support of Item No. 10.

Amal spoke in support of Item No. 10.

Maria Padilla spoke in support of Item No. 10.



June O'Tessor spoke in support of Item No. 10.

Charlan Ash spoke in support of Item No. 10.

LaShayne Jackson spoke in opposition to Item No. 10.

## **CITY MANAGER'S REPORT**

City Manager Michael O'Kelly provided a brief report.

## **CONSENT CALENDAR (Item Nos. 1 - 8)**

All matters listed under the Consent Calendar are considered to be routine and can be acted on by one roll call vote. There will be no separate discussion of these items unless members of the City Council / Successor Agency request specific items to be removed from the Consent Calendar for separate action. Items called for separate discussion will be heard as the next order of business.

A motion was made by Councilmember Francis de Leon Sanchez, seconded by Councilmember Gabriela Gomez to approve Consent Calendar Item Nos. 1 - 8.

The motion carried 5-0 with the following vote for Item Nos. 1 - 8:

AYES: Gomez, Pulido, Sanchez, Barcena, Chavez

NOES: None

ABSENT: None

ABSTAIN: None

### **1. GENERAL MOTION TO WAIVE FULL READING AND APPROVE ORDINANCES BY TITLE ONLY PURSUANT TO CALIFORNIA GOVERNMENT CODE SECTION 36934**

In order to expedite the conduct of business at City Council meetings, California State Law (California Government Code Section 36934) allows Ordinances to be read by title if a majority of the legislative body supports the motion to waive the full reading.

#### **Recommendation:**

It is staff's recommendation that the City Council approve a general motion to waive full reading and approve Ordinances by title only pursuant to California Government Code Section 36934.

### **2. APPROVAL MINUTES OF FEBRUARY 26, 2024 CITY COUNCIL CLOSED SESSION AND CITY/ SUCCESSOR AGENCY JOINT MEETINGS**

Approve the minutes of the February 26, 2024 City Council Closed Session and City/Successor Agency Joint Meetings.

#### **Recommendation:**

It is staff's recommendation that the City Council approve the minutes of the February 26, 2024 Closed Session and City/Successor Agency Joint Meetings.

### **3. WARRANT REGISTERS AND WIRE TRANSFERS**

In approving the action of receiving and filing the warrant registers, the official minutes of the Bell

Gardens City Council should state that each individual member of the City Council is not voting on, influencing the outcome of, or participating in approving, accepting, receiving or filing any warrant which bears the name of the same council member, or pays for any costs or expenses, or otherwise benefits the same named council member. Each council member will not be participating, influencing or voting on any such warrant bearing their name or which benefits the same named council member, but with that exception is voting in favor of receiving and filing all other warrants contained in this report, unless otherwise noted on the record at the time of the approval of the action required by this report.

**Recommendation:**

It is staff's recommendation that the City Council receive and file the warrant registers, wire transfers, and net payrolls dated 02/08/2024, 02/13/2024 and 02/20/2024.

**4. WARRANT REGISTER SUCCESSOR AGENCY**

In approving the action of receiving and filing the warrant registers, the official minutes of the Successor Agency should state that each individual member of the Successor Agency is not voting on, influencing the outcome of, or participating in approving, accepting, receiving or filing any warrant which bears the name of the same Successor Agency Member, or pays for any costs or expenses, or otherwise benefits the same named Successor Agency Member. Each Successor Agency Member will not be participating, influencing or voting on any such warrant bearing their name or which benefits the same named Successor Agency Member, but with that exception is voting in favor of receiving and filing all other warrants contained in this report, unless otherwise noted on the record at the time of the approval of the action required by this report.

**Recommendation:**

It is staff's recommendation that the Successor Agency Members receive and file the warrant register dated 02/13/24.

**5. SIXTH AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT BETWEEN CITY AND MICHAEL BAKER INTERNATIONAL FOR ADDITIONAL FUNDING FOR ADMINISTRATION OF ADDED CDBG-CV AND PLHA PROGRAMS**

A sixth amendment to the existing professional services agreement with Michael Baker International for additional funding for added administrative services for the City's new Community Development Block Grant-Corona Virus (CDBG-CV) and Permanent Local Housing Allocation (PLHA) programs.

**Recommendation:**

It is staff's recommendation that the City Council adopt the attached resolution approving a Sixth Amendment to the Professional Services Agreement between the City and Michael Baker International (Michael Baker) to provide additional funding for added administrative services for the City's new CDBG-CV Care Kits program and PLHA program.

Resolution No. 2024-12 was adopted.

**6. FINAL TRACT MAP NO. 78222 FOR THE SUBDIVISION OF THREE PARCELS INTO ONE COMMON-OWNERSHIP PARCEL AND 48 RESIDENTIAL CONDOMINIUM PARCELS AT 8000 BELL GARDENS AVENUE (FILE NO. 2018-080)**

Approval of Final Tract Map No. 78222 and recordation of the Final Map for the subdivision of three parcels into one common-ownership parcel and 48 residential condominium parcels located at 8000 Bell Gardens Avenue.

**Recommendation:**

It is staff's recommendation that the City Council adopt a Resolution approving Final Tract Map No. 78222 to record the Final Map for the subdivision of three parcels into one common-ownership parcel and 48 residential condominium parcels on 2.47 acres located at 8000 Bell Gardens Avenue, Bell Gardens, CA.

Resolution No. 2024-13 was adopted.

**7. APPROVAL OF PROPOSITION 1 GRANT SUBRECIPIENT AGREEMENT FOR REGIONAL RECYCLED WATER EXPANSION PROJECT**

Consideration of a Resolution approving a Proposition 1 Grant Subrecipient Agreement with the Los Angeles Gateway Region Integrated Regional Water Management Joint Powers Authority for the Regional Recycled Water Expansion Project.

**Recommendation:**

It is staff's recommendation that the City Council:

1. Adopt the attached Resolution approving the Proposition 1 Grant Subrecipient Agreement for the Regional Recycled Water Expansion Project with the Los Angeles Gateway Region Integrated Regional Water Management Joint Powers Authority;
2. Authorize the City Manager to execute the Proposition 1 Grant Subrecipient Agreement; and
3. Appropriate \$50,000 from the General Fund as the City's local cost share.

Resolution No. 2024-14 was adopted.

**8. APPROVAL OF PLANS AND SPECIFICATIONS AND AUTHORIZATION TO SOLICIT BIDS FOR THE FY 2022-2023 VARIOUS RESIDENTIAL STREET IMPROVEMENTS (CIP NO. 3919)**

The plans and specifications for the FY 2022-2023 Various Residential Street Improvements have been prepared. Approval of this item will allow the City to advertise the project for bids.

**Recommendation:**

It is staff's recommendation that the City Council:

1. Approve the plans and specifications for the FY 2022-2023 Various Residential Street Improvements; and
2. Authorize staff to solicit competitive bids and publish the Notice Inviting Sealed Bids.

**DISCUSSION (Item Nos. 9 - 14)**

**9. LOCAL COMMISSIONS APPOINTMENT LIST**

The Local Commissions Appointments List outlines the City of Bell Gardens Commissions and Commissioners. Per the Bell Gardens Municipal Code, City Commissions consist of Bell Gardens residents appointed by each member of the City Council. Council Members may remove commissioners during any regular City Council meeting and may appoint commissioners following 10 working days after the posting of the vacancy notice.

**Recommendation:**

It is staff's recommendation that the City Council review the Commissions Appointments List and by motion, remove commissioners and/or make appointments to the posted vacancies.

A motion was made by Mayor Jorgel Chavez, seconded by Councilmember Francis de Leon Sanchez to appoint Erika Cabrera to fill the Mayor Jorgel Chavez vacancy in the Recreation, Cultural and Youth

Commission.

The motion carried 5-0 with the following vote:

AYES: Gomez, Pulido, Sanchez, Barcena, Chavez  
NOES: None  
ABSENT: None  
ABSTAIN: None

**10. RESOLUTION AFFIRMING SUPPORT FOR THE CONGRESSIONAL AND WORLDWIDE CALLS FOR AN IMMEDIATE CEASEFIRE IN GAZA**

Since October 8th, 2023, following the Hamas attack on Israel, elected officials have publicly acknowledged the ongoing violence and humanitarian crisis impacting Israel and Gaza.

**Recommendation:**

It is staff's recommendation that the City Council adopt the attached resolution supporting the congressional and worldwide calls for an immediate ceasefire in Gaza.

Michael O'Kelly, City Manager, introduced the item.

A motion was made by Mayor Jorgel Chavez, seconded by Councilmember Gabriela Gomez to approve Resolution No. 2024-15.

The motion carried 5-0 with the following vote:

AYES: Gomez, Pulido, Sanchez, Barcena, Chavez  
NOES: None  
ABSENT: None  
ABSTAIN: None

**11. COMMERCIAL CANNABIS PERMIT APPLICATIONS UPDATE**

Request for direction on cannabis retail ordinance.

**Recommendation:**

It is staff's recommendation that the City Council consider the following actions:

1. Receive and file this report, with no further action; or
2. Direct staff to bring back an ordinance amending Title 9 (Zoning and Planning Regulations) of the Bell Gardens Municipal Code ("BGMC") to permit staff to regulate the ability to accept applications for processing; or
3. Direct staff to bring back an ordinance amending Title 9 (Zoning and Planning Regulations) of the BGMC to establish a maximum number of conditional use permits ("CUP") to be issued based on a per capita ratio; or
4. Direct staff to bring back an ordinance amending Title 5 (Business Licenses, Regulations and Taxes) of the BGMC to establish a maximum number of permissible business regulatory permits for a cannabis retail use.

Gustavo Romo, Director of Community Development, provided a presentation.

A motion was made by Councilmember Gabriela Gomez, seconded by Councilmember Francis De

Leon Sanchez to amend Ordinance No. 942 establishing a maximum number of seven (7) permissible business regulatory permits.

The motion carried 5-0 with the following vote:

AYES: Gomez, Pulido, Sanchez, Barcena, Chavez

NOES: None

ABSENT: None

ABSTAIN: None

**12. KOUNKUEY DESIGN INITIATIVE (KDI) -OUR RESILIENT RIO BELL GARDENS GOLF COURSE VISION PLAN FINAL PROJECT UPDATE**

Kounkuey Design Initiative (KDI) final report on Our Resilient Rio Bell Gardens Golf Course Vision Plan.

**Recommendation:**

It is staff's recommendation that the City Council by motion receive and file the KDI Initiative - Our Resilient Rio Bell Gardens Golf Course Vision Plan final update.

Elizabeth Nava, Director of Recreation Community Services, provided a presentation.

Lauren Elachi, Senior Design Principal, and Daniel Dominguez, Design Coordinator, provided a presentation.

A motion was made by Councilmember Gabriela Gomez, seconded by Mayor Pro Tem Marco Barcena to receive and file this item.

The motion carried 4-1 with the following vote:

AYES: Gomez, Pulido, Sanchez, Barcena, Chavez

NOES: None

ABSENT: None

ABSTAIN: None

**13. BELL GARDENS COMMUNITY STAKEHOLDER PRIORITIES SURVEY**

As part of the City's upcoming budget preparation and adoption process for Fiscal Year 2024-25, staff is recommending an enhanced community stakeholder participation tool in the form of a community stakeholder priorities survey. The main purpose of the survey will be to determine stakeholder priorities that may be considered during the FY 2024-25 budget process.

**Recommendation:**

It is staff's recommendation that the City Council receive and file the report.

Hailes Soto, Assistant to the City Manager, provided a presentation.

A motion was made by Councilmember Francis De Leon Sanchez, seconded by Councilmember Gabriela Gomez to receive and file this item.

The motion carried 5-0 with the following vote:

AYES: Gomez, Pulido, Sanchez, Barcena, Chavez  
NOES: None  
ABSENT: None  
ABSTAIN: None

#### **14. FY 2023-2024 MID-YEAR BUDGET REVIEW**

Mid-Year review of the City's FY 2023-24 Operating Budget.

##### **Recommendation:**

It is staff recommendation that the City Council:

1. Receive, discuss, and file the fiscal year 2023-2024 mid-year budget report.
2. Approve the following additional appropriations for fiscal year 2023-2024. *Gen Fund CIP (115) \$567,193; OTS (116) \$100,000; ABC Grant (154) \$35,000; Homeland Security Grant (155) \$377,734, COPS Hiring Grant (172) \$375,000, Gas Tax Fund (210) \$50,133; Gas Tax Fund (210) \$11,000; Community Development Block Grant (260) \$4,000,000; Measure M (286) \$27,000; Golf Course Fund (520) \$14,000; PD-Reimburse Grant Funding (831) \$72,000; PD-Reimburse Grant Funding (831) \$10,000; Measure W (TBD) \$60,000.*

Manual Carrillo, Director of Finance and Administrative Services, provided a presentation.

A motion was made by Mayor Pro Tem Barcena, seconded by Mayor Chavez to receive and file this item and to approve the additional appropriations for fiscal year 2023-2024.

The motion carried 5-0 with the following vote:

AYES: Gomez, Pulido, Sanchez, Barcena, Chavez  
NOES: None  
ABSENT: None  
ABSTAIN: None

#### **CITY COUNCIL / SUCCESSOR AGENCY MEMBER COMMENTS**

Members of the Council and Successor Agency made community announcements and comments.

#### **ADJOURNMENT**

Mayor Jorgel Chavez adjourned the meeting at 11:48 p.m.

**Daisy Gomez, City Clerk**

**Agenda posted on March 7, 2024.**



**CITY OF BELL GARDENS  
OFFICE OF THE CITY MANAGER**

**AGENDA REPORT**

Item 4.

**TO:** Honorable Mayor and City Council Members  
**FROM:** Michael B. O'Kelly, City Manager  
**BY:** Manuel Carrillo, Director of Finance & Administrative Services  
**SUBJECT:** **WARRANT REGISTERS AND WIRE TRANSFERS**  
**DATE:** April 8, 2024

**RECOMMENDATION:**

It is staff's recommendation that the City Council receive and file the warrant registers, wire transfers, and net payrolls dated 02/22/2024, 02/27/2024, 03/05/2024, 03/07/2024, 03/12/2024, 03/19/2024, 03/21/2024 and 03/26/2024.

**BACKGROUND/DISCUSSION:**

The attached warrant registers, wire transfers, and net payrolls are for 02/22/2024 02/27/2024, 03/05/2024, 03/07/2024, 03/12/2024, 03/19/2024, 03/21/2024 and 03/26/2024. The warrant registers, wire transfers, and net payrolls reflect the financial obligations of the City for the above referenced dates.

**CONCLUSION:**

If the recommendation to the City Council is approved, then the warrant registers, wire transfers, and net payrolls dated 02/22/2024, 02/27/2024, 03/05/2024, 03/07/2024, 03/12/2024, 03/19/2024, 03/21/2024 and 03/26/2024 will be received and filed.

**FISCAL IMPACT:**

Wire transfer	02/22/2024	1906-1910	\$263,696.08
Warrant register	02/27/2024	189390-189451	\$242,440.64
		<b>Total Bank</b>	<b>\$506,136.72</b>
Net payroll transfer	02/22/2024	-	\$503,558.81
		<b>Total Voucher</b>	<b>\$1,009,695.53</b>
Warrant register	03/05/2024	189452-189518	\$577,682.66
		<b>Total Bank</b>	<b>577,682.66</b>
Warrant register	03/05/2024	189519	\$500.00
		<b>Total Bank</b>	<b>500.00</b>
Wire transfer	03/07/2024	1911-1914	270,689.60
Warrant register	03/12/2024	189520-189601	687,481.77
		<b>Total Bank</b>	958,171.37
Net payroll transfer	03/07/2024		519,171.37
		<b>Total Voucher</b>	<b>519,783.33</b>
Warrant register	03/19/2024	189602-189690	731,447.24

			<b>Total Bank</b>	<b>731,447.24</b>
	Wire Transfer	03/21/2024	1915-1919	247,841.57
	Warrant register	03/26/2024	189691-189768	568,837.18
			<b>Total Bank</b>	816,679.35
	Net payroll transfer	03/21/2024		518,410.23
			<b>Total Voucher</b>	<b>1,335,089.58</b>
			<b>Grand Total Vouchers</b>	<b>4,174,198.34</b>

## ATTACHMENTS:

warrant register

## APPROVED ELECTRONICALLY BY:

Michael B. O'Kelly, City Manager

Stephanie Vasquez, City Attorney and/or Susie Altamirano, Assistant City Attorney

Manuel Carrillo, Director of Finance and Administrative Services



02/28/2024 2:33:31PM

**Voucher List**  
**CITY OF BELL GARDENS**

Page: 1

Bank code : common

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
1906-WIRE	2/22/2024	006722 CITY EMPLOYEES ASSOC.	Ben598471		BGPWA DUES: PAYMENT	507.00
					<b>Total :</b>	<b>507.00</b>
1907-WIRE	2/22/2024	003359 BANK OF THE WEST	Ben598473		FEDERAL INCOME TAX: PAYMENT	77,428.74
					<b>Total :</b>	<b>77,428.74</b>
1908-WIRE	2/22/2024	001725 CALPERS	Ben598475		PERS - MISC: PAYMENT	139,354.10
					<b>Total :</b>	<b>139,354.10</b>
1909-WIRE	2/22/2024	003358 BANK OF THE WEST	Ben598477		STATE INCOME TAX: PAYMENT	23,361.64
					<b>Total :</b>	<b>23,361.64</b>
1910-WIRE	2/22/2024	009439 MASS MUTUAL	Ben598479		MASS MUTUAL: PAYMENT	23,044.60
					<b>Total :</b>	<b>23,044.60</b>
189390	2/22/2024	008604 ACCOUNT 6746022400, U.S. BANK PARS	Ben598463		PARS: PAYMENT	6,116.98
					<b>Total :</b>	<b>6,116.98</b>
189391	2/22/2024	005727 AED INSTITUTE OF AMERICA, INC.	B020524P7		PD PURCHASE OF AUTOMATIC ELE	390.07
					<b>Total :</b>	<b>390.07</b>
189392	2/22/2024	000076 AFLAC	967256		FA VOLUNTARY INS-FEB 2024	8,506.30
					<b>Total :</b>	<b>8,506.30</b>
189393	2/22/2024	010275 ALADDIN LOCK & KEY, BENITO ROBERTC	33768 33769		PW KEYS FOR PD DOOR	635.28
					PW KEYS FOR BGVP EAST DOOR	457.95
					<b>Total :</b>	<b>1,093.23</b>
189394	2/22/2024	000098 ALIN PARTY SUPPLY	579245		RCS NYC ST. VALENTINOS	334.84
					<b>Total :</b>	<b>334.84</b>
189395	2/22/2024	000106 ALL CITY MANAGEMENT SERVICES	91107 91107A	05473 05473	PW CROSSING GUARD SRVC 01/2'	1,215.97
					PW CROSSING GUARD SRVC 01/2'	15,323.29
					<b>Total :</b>	<b>16,539.26</b>
189396	2/22/2024	010833 AMAZON CAPITAL SERVICES, INC.	13NH-6LWM-VCFJ 1GQF-J71R-X4FG		RCS SR CTR VALENTINE'S DAY 2/1	30.40
					RCS BGVP FRONT OFFICE SUPPL	216.60

02/28/2024 2:33:31PM

**Voucher List**  
**CITY OF BELL GARDENS**

Page: 2

Bank code : common

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
189396	2/22/2024	010833 AMAZON CAPITAL SERVICES, INC.	(Continued) 1GQF-J7KR-XX9T 1M4K-33L7-DD93 1M4K-33L7-DDFT 1XHD-41V4-3GGT		RCS NYC CTR. RCS STAR CREDIT RCS STAR CREDIT RCS BALL INFLATOR & NEEDLES	318.52 -21.76 -21.77 131.60
					<b>Total :</b>	<b>653.59</b>
189397	2/22/2024	010641 ARAMARK	2570244164		RCS AQUATIC SRVCS.	90.62
					<b>Total :</b>	<b>90.62</b>
189398	2/22/2024	000284 ASSOC., BELL GARDENS POLICE	Ben598467		NON-SWORN POA MEMBER-DUES,	2,730.00
					<b>Total :</b>	<b>2,730.00</b>
189399	2/22/2024	009009 BADGE FRAME INC	514044		PD NAME PLATE SUPPL- CHIEF OF	69.00
					<b>Total :</b>	<b>69.00</b>
189400	2/22/2024	000313 BRITE WHITE, ELISEO RODRIGUEZ	25739		PD UNIT #274,#263,#312,#274,#273	380.00
					<b>Total :</b>	<b>380.00</b>
189401	2/22/2024	008114 CALIFORNIA CLEANING SUPPLIES	56966 56967 56968 57218 57219 57250		PW CUSTODIAL SUPPL PW CUSTODIAL SUPPL PW CUSTODIAL SUPPL PW CUSTODIAL SUPPL PW CUSTODIAL SUPPL PW CUSTODIAL SUPPL	859.29 568.23 672.08 378.82 358.04 716.07
					<b>Total :</b>	<b>3,552.53</b>
189402	2/22/2024	006083 CEA BG CITY EMPLOYEES	Ben598461		BGCEA: PAYMENT	1,568.00
					<b>Total :</b>	<b>1,568.00</b>
189403	2/22/2024	001447 CHARTER COMMUNICATIONS	0003506021624		CABLE SRVCS. CH FEB 2024	126.37
					<b>Total :</b>	<b>126.37</b>
189404	2/22/2024	009266 CHARTER COMMUNICATIONS	107007601020124		PD FIBER LINES 02/01/24-02/29/24	690.59
					<b>Total :</b>	<b>690.59</b>
189405	2/22/2024	010962 CRITTER SQUAD, LLC	11317		RCS STAR REPTILE SHOW 3/01	458.14
					<b>Total :</b>	<b>458.14</b>

02/28/2024 2:33:31PM

**Voucher List**  
**CITY OF BELL GARDENS**

Page: 3

Bank code : common

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
189406	2/22/2024	005654 CSULB FOUNDATION	FEB 2024		PD TRAINING M.WEINRICH ~	397.00
					<b>Total :</b>	<b>397.00</b>
189407	2/22/2024	002805 DEPARTMENT OF JUSTICE	711522		PD FINGERPRINT APPS FOR THE M	4,185.00
					<b>Total :</b>	<b>4,185.00</b>
189408	2/22/2024	008128 ECONOLITE SYSTEMS	42276	05509	PW PREVENTATIVE MAINT.(JAN 20	4,896.70
			42290	05509	PW ROLLING REPORTS (JAN 2024)	4,937.93
					<b>Total :</b>	<b>9,834.63</b>
189409	2/22/2024	010838 EL AVISO MAGAZINE	269526	05649	RCS MEDI-CAL AD FOR BLUE SHIE	2,952.00
			269527	05650	RCS CALFRESH ADVERTISEMENT	2,952.00
					<b>Total :</b>	<b>5,904.00</b>
189410	2/22/2024	010944 ESPARZA, LAURA	1020971.002		RCS SF SOCCER REFUND S.RUIZ I	50.00
					<b>Total :</b>	<b>50.00</b>
189411	2/22/2024	006424 FERNANDO'S HARDWARE & LUMBER	635		PW SPECIAL SUPPL STREET CREV	19.85
					<b>Total :</b>	<b>19.85</b>
189412	2/22/2024	001735 FINANCIAL SRVCS,LLC, PITNEY BOWES (	3106524542	05492	FA METER LEASE 12/30/23-3/29/24	916.96
					<b>Total :</b>	<b>916.96</b>
189413	2/22/2024	010830 FRANCO, JOSE A.	012024		RCS ALTERNATIVE TRANSP JAN	21.00
					<b>Total :</b>	<b>21.00</b>
189414	2/22/2024	004594 FUN EXPRESS	72957524401		RCS ST.VALENTINOS	114.20
					<b>Total :</b>	<b>114.20</b>
189415	2/22/2024	002092 GOLDEN STATE WATER COMPANY	47710200008 021424		PW 6546 EASTERN	101.99
			50552100005 021624		PW 5978 GALLANT ST (IRR)	294.65
			5731400006 021524		PW 7901 EASTERN MEDIAN IRRG	194.64
			84655100000 021524		PW 5619 CLARA ST IRR	275.77
			92962400005 021224		PW 6863 DARWELL AVE	192.75
					<b>Total :</b>	<b>1,059.80</b>
189416	2/22/2024	001025 HOME DEPOT	005901/1022057		PW FACILITY SUPPL	71.54
			007847/9040821		PW FACILITY SUPPL	488.41

02/28/2024 2:33:31PM

**Voucher List**  
**CITY OF BELL GARDENS**

Page: 4

Bank code : common

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
189416	2/22/2024	001025 HOME DEPOT	(Continued)			
			014526/2014228		PW FACILITY SUPPL	170.47
			014531/2022656		PW FACILITY SUPPL	394.26
			015276/1022787		PW FACILITY SUPPL	318.54
			016120/0014315		PW FACILITY SUPPL	127.71
			8514996		RCS SUPPL FACILITY BGVP	14.82
			8515004		RCS SUPPL FACILITY BGVP	7.68
					<b>Total :</b>	<b>1,593.43</b>
189417	2/22/2024	009373 INTERNATIONAL, THE COUNSELING TEAI	90300	05464	PD PSYCH CONTRACT SRVC FEB :	1,000.00
					<b>Total :</b>	<b>1,000.00</b>
189418	2/22/2024	002560 JIMENEZ, ELIZABETH	N/A		RS SAM'S CLUB BUS.MEMBERSHIP	328.41
					<b>Total :</b>	<b>328.41</b>
189419	2/22/2024	004019 KAISER FOUNDATION HEALTH PLAN	DEC 2023		FA HEALTH INS (226486-0000)	136,219.43
					<b>Total :</b>	<b>136,219.43</b>
189420	2/22/2024	001218 LACMTA, REGIONAL TAP SERVICE CTR.	6022051		PW TAP,S/D MNTHLY FOR THE MOI	134.40
					<b>Total :</b>	<b>134.40</b>
189421	2/22/2024	006145 LAN WAN ENTERPRISE, INC.	74913	05462	PD MAINT CONTRACT 02/05/24-02/24	4,800.00
					<b>Total :</b>	<b>4,800.00</b>
189422	2/22/2024	010963 LANDEROS, JOSE	1017723.002		RCS YTH BASKETBALL REFUND AL	110.00
					<b>Total :</b>	<b>110.00</b>
189423	2/22/2024	010554 MEDICO HEALTHCARE LINEN SRVCS.	20965321		PD JAIL UNIFORMS & LINEN CLEAN	56.64
					<b>Total :</b>	<b>56.64</b>
189424	2/22/2024	010964 MODERN DATA PRODUCTS	001003917		PW CUSTODIAL SUPPL	88.14
					<b>Total :</b>	<b>88.14</b>
189425	2/22/2024	001562 NATIONAL CONSTRUCTION RENTALS	7309551		PD STRINGER POLE-02/01/24-02/24	42.45
					<b>Total :</b>	<b>42.45</b>
189426	2/22/2024	010701 OF CHRIST, L.A. INTERNATIONAL CHURC	1000495.001		RCS DEPOSIT REFUND 1/27/24	800.00
					<b>Total :</b>	<b>800.00</b>

02/28/2024 2:33:31PM

**Voucher List**  
**CITY OF BELL GARDENS**

Page: 5

Bank code : common

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
189427	2/22/2024	004060 ORNELAS, GERARDO	2/7/2024		PD TRAINING SLI SESSION 6 G. OF	99.01
					<b>Total :</b>	<b>99.01</b>
189428	2/22/2024	008044 PAL PROGRAM	Ben598465		PAL PROGRAM: PAYMENT	205.00
					<b>Total :</b>	<b>205.00</b>
189429	2/22/2024	001697 PARKHOUSE TIRE, INC.	1010965173		PW TIRES DISPOSAL	143.00
					<b>Total :</b>	<b>143.00</b>
189430	2/22/2024	008666 PARS	54913		PARS TRUST ADMIN SRVC FOR MC	960.00
					<b>Total :</b>	<b>960.00</b>
189431	2/22/2024	006904 PIONEER MANUFACTURING COMPANY	INV913242		RCS ART & YARD SALE	292.10
					<b>Total :</b>	<b>292.10</b>
189432	2/22/2024	010812 PLUMBING HEATING & A/C, NORWALK LA	332509VICTO		PW SRVC/REPAIR A/C UNIT @ PW	675.00
					<b>Total :</b>	<b>675.00</b>
189433	2/22/2024	008999 PREFERRED IMPRESSIONS INC	27095		PD VEH GRAPHICS & INSTAL FOR I	609.50
			27131		PD VEH GRAPHICS & INSTAL FOR I	609.50
					<b>Total :</b>	<b>1,219.00</b>
189434	2/22/2024	004661 QUILL CORPORATION	36971641		PD OFFICE SUPPL- DEPT. SUPPL	3.91
			36984159		PD OFFICE SUPPL- DEPT TONER	218.96
			37057835		PD OFFICE SUPPL-DEPT. TONER 8	232.94
			37069307		PD OFFICE SUPPL- JAIL SUPPL	117.75
			37082165		PD OFFICE SUPPL- JAIL SUPPL	235.47
			37084965		PD OFFICE SUPPL- DEPT PAPER &	202.39
			37084997		PD OFFICE SUPPL- JAIL SUPPL	121.94
					<b>Total :</b>	<b>1,133.36</b>
189435	2/22/2024	000186 READYREFRESH BY NESTLE	04A6702768201		PW WATER FILTERING SRVC @ FP	51.50
			04a6702768202		PW WATER FILTERING SRVC @ BC	51.50
			14B0032672016		RCS FP SUPPL	55.11
			14B0032672024		RCS GC SUPPL	59.52
			14B0032672032		RCS SR CTR. SUPPL	59.52
			14B0032672057		RCS SR CTR. SUPPL	95.90
			14B0032672065		RCS BGVP SUPPL	59.52

02/28/2024 2:33:31PM

**Voucher List**  
**CITY OF BELL GARDENS**

Page: 6

Bank code : common

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
189435	2/22/2024	000186	000186 READYREFRESH BY NESTL (Continued)		<b>Total :</b>	<b>432.57</b>
189436	2/22/2024	009244	RED WING SHOE STORE	20240210019898	RED WING VOUCHER PROG/ PWA	450.00
					<b>Total :</b>	<b>450.00</b>
189437	2/22/2024	010614	RESTAURANT, THE ORIGINAL ROSEWOC 16		RCS ST.VALENTINO ASP	350.00
					<b>Total :</b>	<b>350.00</b>
189438	2/22/2024	007259	ROBERT HALF	63211400	FA PROF.SRVCS.V.SAMOG 2/09	1,280.00
				63240929	FA PROF. SRVCS V-SAMOG 2/16	1,280.00
					<b>Total :</b>	<b>2,560.00</b>
189439	2/22/2024	007761	ROBERTS, EDWARD	2/13/2024	PD TRAINING SLI SESSION 1 E.ROI	438.85
					<b>Total :</b>	<b>438.85</b>
189440	2/22/2024	002063	SMART & FINAL	452400 020824	RCS BGVP SR.CTR. KARAOKE 2/09	60.37
				517833	RCS BGVP SR CTR. VALENTINE'S 2	236.40
				568199	RCS CLARA SR.CTR. VALENTINE'S	86.20
				778977	RCS BGVP SR.CTR. MOVIE RESTO	252.15
					<b>Total :</b>	<b>635.12</b>
189441	2/22/2024	000913	SMITH PAINT	918142	PW GRAFFITI PAINT & SUPPL	1,447.69
				918605	PW PAINT SUPPL (FACILITIES)	142.18
				918714	PW PAINT SUPPL (FACILITIES)	197.90
				918970	PW PAINT SUPPL (FACILITIES)	724.43
				918980	PW PAINT SUPPL (FACILITIES)	109.16
				919836	PW PAINT SUPPL (PARKS)	902.25
					<b>Total :</b>	<b>3,523.61</b>
189442	2/22/2024	002087	SOUTHERN CALIFORNIA EDISON	700173489897 0215	PW 8000 PARK LN UNIT A	1,505.13
				700379113430 0216	PW 7907 EASTERN AVE.	4.17
					<b>Total :</b>	<b>1,509.30</b>
189443	2/22/2024	002854	STAPLES ADVANTAGE	3558727112	RCS OFFICE SUPPL	67.70
				3558757083	RCS OFFICE SUPPL	693.68
				3558757084	RCS OFFICE SUPPL	341.76
				3558757085	RCS OFFICE SUPPL	602.39
				3558757086	RCS OFFICE SUPPL	512.92
				3558757088	RCS OFFICE SUPPL	347.59

**Voucher List**  
**CITY OF BELL GARDENS**

Bank code : common

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
189443	2/22/2024	002854 STAPLES ADVANTAGE	(Continued)			
			3558757090		RCS OFFICE SUPPL	1,040.64
			3558757091		CC OFFICE SUPPL	929.31
			3558757092		RCS BGVP SUPPL	169.40
			3558757095		RCS BGVP SUPPL	72.30
			3558757096		RCS BGVP SUPPL	7.14
			3558757097		RCS NYC SUPPL	213.18
			3558757100		RCS OFFICE SUPPL	89.49
			3558757102		RCS OFFICE SUPPL	287.77
			3558757104		RCS OFFICE SUPPL	245.56
			3558757105		RCS OFFICE SUPPL	16.82
			3558757107		RCS OFFICE SUPPL	50.31
			3558757109		RCS OFFICE SUPPL	5.56
			3558757111		CM OFFICE SUPPL	75.11
			3558757114		RCS OFFICE SUPPL	6.60
			3558757117		RCS OFFICE SUPPL	55.13
					<b>Total :</b>	<b>5,830.36</b>
189444	2/22/2024	000594 STATE DISBURSEMENT UNIT	Ben598469		GARNISHMENT: PAYMENT	1,005.22
					<b>Total :</b>	<b>1,005.22</b>
189445	2/22/2024	002169 SUPER A FOODS	3474		RCS STAFF TRAINING SUPPL	99.22
			3475		RCS SUPPL BGVP AFTERSCHOOL	135.66
			3500		RCS ASP SWEET TREATS 2	85.33
			3501 020924		RCS SUPPL BGVP AFTERSCHOOL	94.38
			5761		RCS NYC FEB TREATS	44.70
			5780		RCS BYC ST.VALENTINOS	201.92
			5796		RCS SUPPL BGVP PEPSTERS	55.40
					<b>Total :</b>	<b>716.61</b>
189446	2/22/2024	009775 THOMSON INC.	51261112		PW SRVC/REPAIR A/C @ PW	803.25
					<b>Total :</b>	<b>803.25</b>
189447	2/22/2024	005879 UNITED SITE SERVICES	INV-4195920		RCS PORTABLE RESTROOM 2/16-3	159.10
					<b>Total :</b>	<b>159.10</b>
189448	2/22/2024	001747 UNITED STATES POSTAL SERVICE	SPRING2024	05659	RCS SPRING BROCHURE MAILING	2,400.00
					<b>Total :</b>	<b>2,400.00</b>

02/28/2024 2:33:31PM

Voucher List  
CITY OF BELL GARDENS

Page: 8

Bank code : common

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
189449	2/22/2024	006130 VERIZON WIRELESS	9955819170		PD-WIRELESS PHONE SRVC 01/04	2,351.96
Total :						2,351.96
189450	2/22/2024	006130 VERIZON WIRELESS	9957059498		CM DATA COMM 1/20-2/19	411.36
Total :						411.36
189451	2/22/2024	009492 XPRESS WASH INC	17979	05467	PD CAR WASH SRVC JAN 2024	3,162.00
Total :						3,162.00
67 Vouchers for bank code : common						
Bank total :						506,136.72
TRANSFER	2/22/2024	BANK OF THE WEST	P/R		NET PAYROLL	503,558.81
67 Vouchers in this report						
Total vouchers :						1,009,695.53



03/07/2024 9:53:20AM

**Voucher List**  
**CITY OF BELL GARDENS**

Page: 1

Bank code : common

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
189452	3/5/2024	007322 1ST JON INC	113658		RCS WINTER WONDERLAND	615.38
					<b>Total :</b>	<b>615.38</b>
189453	3/5/2024	007599 4IMPRINT, INC	12186395		RCS CFSC PROMOTIONAL ITEM BC	229.47
			12211817		RCS CFSC PROMOTIONAL OFFICE	492.78
					<b>Total :</b>	<b>722.25</b>
189454	3/5/2024	008623 ALAN'S LAWN & GARDEN CENTER	1215223		PW BACKPACK BLOWER (UTILITY	696.50
			1215224		PW UTILITY CREW EQUIP	802.60
			1215370		PW PARKS SUPPL	246.94
			1216075		PW MOWER EQUIP REPAIR	671.49
			1216078		PW MOWER EQUIP SRVC.	459.34
					<b>Total :</b>	<b>2,876.87</b>
189455	3/5/2024	010833 AMAZON CAPITAL SERVICES, INC.	143D-3WN4-VH31		RCS STAR DR. SEUS DAY 3/8	59.37
			14MP-H1RD-9QGK		RCS COMMUNITY EVENTS	318.34
			17KC-LXJ6-LDCL		RCS STAR ST.PATRICK'S 3/15	98.32
			19KY-3WGC-TQDX		RCS GC OFFICE SUPPL	701.73
			1C79-M9VR-LVRV		RCS STAR PROG. SUPPL	82.42
			1C7T-VNTC-4DVC		RCS SR. CTR. BILLIARD TOURNAM	313.96
			1MD4-P9RR-TY63		RCS STAR MINION FUN 3/22	93.58
			1NG4-QFQ9-3FVY		RCS CREATIVE KIDS TIME SUPPL	381.89
			1PPR-XKHJ-9H3N		RCS SPRING DAY CAMP	605.22
			1VWJ-FLHR-7H3D		RCS SR \. CTR.WORLD DELICACY-	288.30
			1WT3-R1CG-Q7WN		RCS STAR SPRING EVENT 3/29	91.44
					<b>Total :</b>	<b>3,034.57</b>
189456	3/5/2024	000148 AMTECH ELEVATOR SERVICES	151401482960		PD ELEVATOR MAINT. MARCH 2024	235.88
			151401483383		PW MAINT SRVC FROM 03/01/24- 0	228.33
					<b>Total :</b>	<b>464.21</b>
189457	3/5/2024	000150 ANAYA'S SERVICE CENTER	39429		PW SRVC/REPAIR VEHICLE #G-220	93.93
			39431		PW SRVC/REPAIR VEHICLE #G-A1	198.27
			39529		PW SRVC/REPAIR VEHICLE G-2	320.33
			39549		PD UNIT #259 REPLACED ENGINE	962.50
			39556		PD UNIT #258 REPLACED RACK & I	980.95
			39557		PD UNIT#225 OIL CAHNGE REPLAC	260.84

03/07/2024 9:53:20AM

Voucher List  
CITY OF BELL GARDENS

Page: 2

Bank code : common

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
189457	3/5/2024	000150 ANAYA'S SERVICE CENTER	(Continued)			
			39558		PD UNIT #256 REPL FRONT STRUT	720.00
			39559		PD UNIT #314 REPL WIPER BLADE	41.90
			39560		PD UNIT #214 OIL CHANGE, REPL V	880.12
			39561		PD UNIT #249 REPL FUEL INJECTO	429.88
			39562		PD UNIT #279 REPL BATTERY	270.45
			39563		PD UNIT @254 OIL CHANGE & BRA	72.89
			39564		PD UNIT #281 OIL CHANGE	227.45
			39565		PD UNIT #273 OIL CHANGE BRAKE	237.40
			39567		PD UNIT #252 OIL CHANGE, BRAKE	76.99
			39572		PW SRVC/REPAIR VEHICLE #SC-1	791.53
					<b>Total :</b>	<b>6,565.43</b>
189458	3/5/2024	010727 AQUA PATCH ROAD MATERIALS	241510031		PW COLD PATCH FOR CITY STREE	997.50
					<b>Total :</b>	<b>997.50</b>
189459	3/5/2024	010641 ARAMARK	2570246209		RCS AQUATICS SRVCS.	90.62
					<b>Total :</b>	<b>90.62</b>
189460	3/5/2024	009009 BADGE FRAME INC	112		PD LIFE SAVING MEDALS-E.AGUIR	720.00
			41196		PD LIFE SAVING MEDALS K.KRAME	720.00
			648		PD LIFE SAVING MEDALS- R.CATAN	720.00
					<b>Total :</b>	<b>2,160.00</b>
189461	3/5/2024	010676 BARCENA, ARMANDO J.	22124		CD REGULAR MTG: 02/21/24	100.00
					<b>Total :</b>	<b>100.00</b>
189462	3/5/2024	000259 BELL GARDENS HIGH SCHOOL	120123		RCS 2024 YEAR BOOK RECOGNITI	300.00
					<b>Total :</b>	<b>300.00</b>
189463	3/5/2024	008453 BLACK & WHITE EMERGENCY VEH	5379	05654	PD UNIT #260 SIREN REPAIR	2,515.37
			5385	05653	PD UNIT #273 REPL. OF PUSH BUM	1,124.73
					<b>Total :</b>	<b>3,640.10</b>
189464	3/5/2024	005910 BRIGHTVIEW LANDSCAPE SRVCS INC	8761397	05487	RCS SPORT CTR. MAINT-FEB	6,754.65
					<b>Total :</b>	<b>6,754.65</b>
189465	3/5/2024	000313 BRITE WHITE, ELISEO RODRIGUEZ	25749		PW TIRE FLAT REPAIR UNIT GA-1	25.00
			25756		PW TIRE FLAT REPAIR ON UNIT F-2	30.00

03/07/2024 9:53:20AM

Voucher List  
CITY OF BELL GARDENS

Page: 3

Bank code : common

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
189465	3/5/2024	000313 BRITE WHITE, ELISEO RODRIGUEZ	(Continued) 25760		PW TIRE FLAT REPAIR ON UNIT P- <b>Total :</b>	60.00 <b>115.00</b>
189466	3/5/2024	000452 CENTRAL BASIN MWD	BG-JAN 24		PW MNTHLY WATER SRVC. JAN 20 <b>Total :</b>	100,448.86 <b>100,448.86</b>
189467	3/5/2024	010391 CITY OF MONTEBELLO	2024-00000001	05661	PD ANNUAL ICI SYSTEM SUB & ME <b>Total :</b>	26,400.00 <b>26,400.00</b>
189468	3/5/2024	007750 CORELOGIC SOLUTIONS,LLC	82202647		CD TITLE REPORTS: 1/24 <b>Total :</b>	378.00 <b>378.00</b>
189469	3/5/2024	004588 DAILY JOURNAL CORPORATION	B3751884 B3780661 B3780662 B3780664 B3783972		CD PUBLISHERS-10/23 CD- PUBLICATIONS-02/24 CD- PUBLICATIONS-02/24 CD-PUBLICATIONS-02/24 PW NOTICE INVITING BIDS SOIL <b>Total :</b>	190.00 300.00 325.00 300.00 1,360.00 <b>2,475.00</b>
189470	3/5/2024	004807 DAPEER,ROSENLIT & LITVAK	22550 22551		CD LEGAL-MUNI CODE 1/2024 PD LEGAL 1/2024 <b>Total :</b>	1,922.20 820.20 <b>2,742.40</b>
189471	3/5/2024	008668 DIAMOND CLEANING SERVICES, DORA G	BG-2404 BG-2405 BG-2406 BG-2407		PD OFFICE CLEANING PD OFFICE DETAIL CLEANING PD OFFICE CLEANING PD OFFICE DETAIL CLEANING <b>Total :</b>	225.00 225.00 225.00 475.00 <b>1,150.00</b>
189472	3/5/2024	008098 DIRECTV, INC.	057628772X240220		RCS GC SRVCS. 2/19-3/18 <b>Total :</b>	6.93 <b>6.93</b>
189473	3/5/2024	000700 DOOLEY ENTERPRISES	67317	05662	PD TRAINING & DUTY AMMUNITION <b>Total :</b>	9,297.75 <b>9,297.75</b>
189474	3/5/2024	000713 DOWNEY VENDORS	110848 110849 111060		FA: OFFICE SUPPL CCL OFFICE SUPPL CD COFFEE SUPPL	175.95 44.00 135.34

03/07/2024 9:53:20AM

Voucher List  
CITY OF BELL GARDENS

Page: 4

Bank code : common

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
189474	3/5/2024	000713 000713 DOWNEY VENDORS	(Continued)		<b>Total :</b>	<b>355.29</b>
189475	3/5/2024	010816 FIRE SERVICE CORP.	895697		PD FIRE EXT. SRVC INSP. (QTY 34)	468.62
			895698		PD FIRE EXT. SRVC. REPAIRS & TE	965.85
					<b>Total :</b>	<b>1,434.47</b>
189476	3/5/2024	004594 FUN EXPRESS	729748036-01		RCS STAR SPRING FEST 3/296	79.37
			729773316401		RCS NYC AP VALENTINES EVENT	257.59
					<b>Total :</b>	<b>336.96</b>
189477	3/5/2024	002092 GOLDEN STATE WATER COMPANY	01744100007 022624		PW 6458 FLORENCE IRR	268.02
			06542100000 022324		PW 6640 MARLOW	290.05
			14489565193 022024		PW 8114 PARK LN (SOCCER FIELD	337.65
			22744100003 022624		PW 8327 GARFIELD AVE	425.19
			40584200006 022324		PW 8323 GARFIELD AVE	76.32
			52151200004 022324		PW 5856 LUDELL ST (1 OF 2)	411.52
			56810300006 022324		PW 8341 EASTERN IRR	173.19
			56943418386 022324		PW 6626 MARLOW	59.63
			57710200007 021424		PW 6547 EASTERN	94.85
			65551868949 022024		PW 7800 SCOUT IRR	423.21
			76132100009 022324		PW 5856 LUDELL ST ( 2 OF 2)	41.34
			80824200002 022324		PW 8321 JABONERIA RD	673.30
					<b>Total :</b>	<b>3,274.27</b>
189478	3/5/2024	001025 HOME DEPOT	020549/6073324		PW SPECIAL SUPPL	304.92
			021659/5023169		PW FACILITIES SUPPL	500.31
			0511064		RCS ADULT SPRT SUPPL	395.87
			3520764		RCS CLARA SR.CTR. STORAGE SU	171.33
			4225019		RCS SC EQUIP REPAIR	163.90
			4511734		RCS FACILITY SUPPL TAPE	165.74
			4511735		RCS SUPPL BGVP FACILITY	55.79
			4511736		RCS SUPPL PUNK @ THE PARK	96.71
			4890416		RCS SUPPL AFTERSCHOOL FP	175.30
			4931917		RCS SUPPL AFTERSCHOOL FP	88.18
					<b>Total :</b>	<b>2,118.05</b>
189479	3/5/2024	009448 JACKSON, ROBERT	0002		RCS 1ST FRIDAY SKATE PARK	300.00
					<b>Total :</b>	<b>300.00</b>

03/07/2024 9:53:20AM

**Voucher List**  
**CITY OF BELL GARDENS**

Page: 5

Bank code : common

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
189480	3/5/2024	005455 LA COUNTY SHERIFF'S DEPT	241964BL		PD PRISONER MAINT MEALS-01/01	213.10
					<b>Total :</b>	<b>213.10</b>
189481	3/5/2024	006145 LAN WAN ENTERPRISE, INC.	74852		PD (2) TWO DELL MDC'S-PD UNITS	6,535.46
			74923	05462	PD MAINT CONTRACT 02/12/24- 02/	4,800.00
			74925	05462	PD MAINT CONTRACT 02/19/24- 02/	4,800.00
					<b>Total :</b>	<b>16,135.46</b>
189482	3/5/2024	007252 LEAF	16131559		RCS HP L365 COPIER SYSTEM	427.87
					<b>Total :</b>	<b>427.87</b>
189483	3/5/2024	009241 LEON, ANDREW	22124		CD REGULAR MTG: 02/21/24	100.00
					<b>Total :</b>	<b>100.00</b>
189484	3/5/2024	001695 LIBERTY UTILITIES CORP	200006892000 02152		PW 6218 EASTERN AVE.	440.54
			200006892018 02212		PWQ IRRIG EASTERN/WATCHER A	68.69
			200006892034 02152		PW 6820 FOSTER BRIDGE BLVD	340.85
			200006892042 02212		PW IRRIG GAGE/GARFIELD	55.20
			200006892067 02152		PW 6400 GAGE AVE	517.18
			200006892091 02152		PW 7100 GARFIELD AVE	52.40
			200006892109 02152		PW 6902 HANNON ST	515.31
			200006892117 02152		PW 6662 LOVELAND ST	2,061.03
			200006892125 02202		PW 6662 LOVELAND ST	852.65
			200006892141 02152		PW IRRIG SCOUT/SUVA	432.76
					<b>Total :</b>	<b>5,336.61</b>
189485	3/5/2024	001293 LIEBERT CASSIDY WHITMORE	261383		PROF.SRVCS RENDERED THROUG	8,405.50
			261384		PROF SRVCS. RENDERED THROU	1,911.50
			261385		PROF SRVCS RENDERED THROUG	554.50
			261386		PROF. SRVCS. RENDERED THROU	2,549.00
			261387		PROF. SRVCS. RENDERED THROU	3,834.00
			261388		PROF SRVCS RENDERED THROUG	2,511.50
			261389		PROF SRVCS. RENDERED THROU	1,375.50
			261390		PROF. SRVCS RENDERED THROU	2,566.50
					<b>Total :</b>	<b>23,708.00</b>
189486	3/5/2024	003249 LUBRANI, SAMANTHA L.	CC24-002		CCL CITY COUNCIL MTGS 2/12 & 2/	1,100.00
					<b>Total :</b>	<b>1,100.00</b>

03/07/2024 9:53:20AM

Voucher List  
CITY OF BELL GARDENS

Page: 6

Bank code : common

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
189487	3/5/2024	010554 MEDICO HEALTHCARE LINEN SRVCS.	20973153		PD JAIL UNIFORMS & LINEN CLEAN	56.64
					<b>Total :</b>	<b>56.64</b>
189488	3/5/2024	010670 MENDEZ, GUSTAVO	22124		CD REGULAR MTG: 02/21/24	100.00
					<b>Total :</b>	<b>100.00</b>
189489	3/5/2024	010248 MICHAEL BAKER INTERNATIONAL	1204239	05341	PS GRANT MNGMT-LACDA 01/24	1,575.00
					<b>Total :</b>	<b>1,575.00</b>
189490	3/5/2024	001576 NATIONWIDE ENVIRONMENTAL SRVCS	33833	05474	PW FUEL ADJ. (JAN 2024)	1,515.25
					<b>Total :</b>	<b>1,515.25</b>
189491	3/5/2024	010691 O-SUN COMPANY	9217		PD POLICE SHOE POLISHER CANI	55.09
					<b>Total :</b>	<b>55.09</b>
189492	3/5/2024	007668 PACIFIC TELEMAGEMENT SRVCS	2117877LF 2119149		PD PBLIC PAY PAY TELEPHONE LA	8.59
					PD PUBLIC TELEPHONE 03/01/24- (	85.87
					<b>Total :</b>	<b>94.46</b>
189493	3/5/2024	010812 PLUMBING HEATING & A/C, NORWALK LA	331232FRANK		PW BREAKROOM KITCHEN AREA E	559.00
					<b>Total :</b>	<b>559.00</b>
189494	3/5/2024	010552 POLYGRAPH LLC, HEARD'S INVESTIGATI	8636		PD POLYGRAPHS (1)	200.00
					<b>Total :</b>	<b>200.00</b>
189495	3/5/2024	008999 PREFERRED IMPRESSIONS INC	26476	05670	RCS PUBLIC ART	1,597.38
					<b>Total :</b>	<b>1,597.38</b>
189496	3/5/2024	006189 PROFORCE LAW ENFORCEMENT	542112	05639	PD PD EQUIP. PATROL RIFLE EQUI	26,149.97
					<b>Total :</b>	<b>26,149.97</b>
189497	3/5/2024	008858 PULIDO, MARIA	ICA WINTER2024		ICA WINTER SEMINAR SANTA BARI	104.52
					<b>Total :</b>	<b>104.52</b>
189498	3/5/2024	004661 QUILL CORPORATION	36803920 37084953 37184208 37231723		PD OFFICER WELLNESS-CHAIRS (	709.03
					PD OFFICE SUPPL DEPARTMENT F	193.35
					PD OFFICE SUPPL- JAIL TONER & :	312.07
					PD OFFICE SUPPL DEPT. PAPER &	270.47

03/07/2024 9:53:20AM

**Voucher List**  
**CITY OF BELL GARDENS**

Page: 7

Bank code : common

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
189498	3/5/2024	004661 004661 QUILL CORPORATION	(Continued)		<b>Total :</b>	<b>1,484.92</b>
189499	3/5/2024	000186 READYREFRESH BY NESTLE	14B0032331100		PW WATER FILTERING SRVC @ PV	126.61
					<b>Total :</b>	<b>126.61</b>
189500	3/5/2024	002884 RESERVE ACCOUNT	10889251 FEB 2024		POSTAGE ALL DEPTS.	1,147.66
					<b>Total :</b>	<b>1,147.66</b>
189501	3/5/2024	004643 RESOURCE BUILDING MATERIALS	3745678 3750420 3751934		PW SAND & SANDBAGS (FIRE DEP PW SAND FOR SANDBLASTING GF PW EMPTY SANDBLASTING STREE	1,008.15 954.54 107.80
					<b>Total :</b>	<b>2,070.49</b>
189502	3/5/2024	010288 RJM DESIGN GROUP, INC.	36255	05499	RCS FP AQUACTIC CTR.PROJ	14,235.15
					<b>Total :</b>	<b>14,235.15</b>
189503	3/5/2024	010278 ROSA, MIGUEL DE LA	22124		CD REGULAR MTG: 02/21/24	100.00
					<b>Total :</b>	<b>100.00</b>
189504	3/5/2024	010966 SAESHE	9371	05672	CD CITYWIDE AFFORDABLE CONN	38,981.96
					<b>Total :</b>	<b>38,981.96</b>
189505	3/5/2024	010971 SERVICEMASTER BY EMT	24942-trm		PD DECONTAMINATION PD LOBBY	623.39
					<b>Total :</b>	<b>623.39</b>
189506	3/5/2024	008411 SIERRA ERGONOMICS	242900201		WORKSTATION ERGONOMIC ASSE	537.26
					<b>Total :</b>	<b>537.26</b>
189507	3/5/2024	002088 SOCALGAS	06477094269 022624 11300697007 022624 12560694098 022624		PW 8100 PARK LN PW 8110 PARK LN PW 8000 PARK LN	15.00 14.89 207.70
					<b>Total :</b>	<b>237.59</b>
189508	3/5/2024	002087 SOUTHERN CALIFORNIA EDISON	700332863224 02232 700436447302 02202 700443430692 02262		PW 7100 GARFIELD AVE TPP2 PW 6208 LOVELAND ST PW 6515 SCOUT AVE PED	171.26 121.14 21.50
					<b>Total :</b>	<b>313.90</b>
189509	3/5/2024	002105 SPARKLETTS	21430322 021724		FA WATER SRVCS. 01/11 & 01/25	79.17

03/07/2024 9:53:20AM

Voucher List  
CITY OF BELL GARDENS

Page: 8

Bank code : common

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
189509	3/5/2024	002105 SPARKLETTS	(Continued) 9232598021724		CD WATER SRVC: 2/24	13.98
					<b>Total :</b>	<b>93.15</b>
189510	3/5/2024	002137 STATE CONTROLLERS OFFICE, STATE OF FAUD-00004079		05676	FA CONTRACTUAL SRVCS. ANNUA	4,500.00
					<b>Total :</b>	<b>4,500.00</b>
189511	3/5/2024	002178 SWRCB ACCOUNTING OFFICE	SC-141773	05666	CD BERK OIL CLEANUP-ECRG GR/	250,543.90
					<b>Total :</b>	<b>250,543.90</b>
189512	3/5/2024	010873 THE DOT PRINTER, INC.	69403		RCS SF SOCCER FLYERS	430.15
					<b>Total :</b>	<b>430.15</b>
189513	3/5/2024	002262 TRIANGLE SPORTS, INC	42395 42396		RCS COED SOFTBALL AWARDS	481.80
					RCS SR. CTR. SOCCER 55+ TROP	109.50
					<b>Total :</b>	<b>591.30</b>
189514	3/5/2024	010075 VELASCO, RAUL	010224		PW TRAFF & SAFETY COMM. MTG	100.00
					<b>Total :</b>	<b>100.00</b>
189515	3/5/2024	006130 VERIZON WIRELESS	9957059500		RCS CELL SRVC. 1/20-2/19	218.56
					<b>Total :</b>	<b>218.56</b>
189516	3/5/2024	010481 VICENCIO, EDGAR	0049		RCS BG HIP HOP	720.00
					<b>Total :</b>	<b>720.00</b>
189517	3/5/2024	002434 WILLIAMS SCOTSMAN INC.	9020149806 9020194717 9020238775		PD CONTRACT SRVC 02/08/24-03/0	78.28
					PD CONTRATC SRVC 02/14/24-03/1	187.20
					PD CONTRACT SRVCS- 02/20/24 03	78.28
					<b>Total :</b>	<b>343.76</b>
189518	3/5/2024	007585 WITHERS & SANDGREN LTD	3312 3313 3314		SPR NO.2021-011 LANDSCAPE SRV	1,200.00
					SPR NO.2020-051 LANDSCAPE SRV	600.00
					SPR NO.2022-078 LANDSCAPE SRV	300.00
					<b>Total :</b>	<b>2,100.00</b>
67 Vouchers for bank code : common					<b>Bank total :</b>	<b>577,682.66</b>



03/07/2024 9:53:20AM

Voucher List  
CITY OF BELL GARDENS

Page: 9

Bank code : common

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
67 Vouchers in this report					Total vouchers :	577,682.66

03/07/2024 10:44:24AM

Voucher List  
CITY OF BELL GARDENS

Page: 1

Bank code : common

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
189519	3/7/2024	000497 CITY OF BELL GARDENS	22824		PD PETTY CASH	500.00
Total :						500.00
1 Vouchers for bank code : common						Bank total : 500.00
1 Vouchers In this report						Total vouchers : 500.00

03/14/2024 10:22:21AM

Voucher List  
CITY OF BELL GARDENS

Page: 1

Bank code : common

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
1911-WIRE	3/7/2024	003359 BANK OF THE WEST	Ben598810		FEDERAL INCOME TAX: PAYMENT	82,064.84
					<b>Total :</b>	<b>82,064.84</b>
1912-WIRE	3/7/2024	001725 CALPERS	Ben598812		PERS - MISC: PAYMENT	140,214.90
					<b>Total :</b>	<b>140,214.90</b>
1913-WIRE	3/7/2024	003358 BANK OF THE WEST	Ben598814		STATE INCOME TAX: PAYMENT	25,296.20
					<b>Total :</b>	<b>25,296.20</b>
1914-WIRE	3/7/2024	009439 MASS MUTUAL	Ben598816		MASS MUTUAL: PAYMENT	23,113.66
					<b>Total :</b>	<b>23,113.66</b>
189520	3/12/2024	009778 A SPECIAL EVENT, JUDY Z. BRADT	03232024		RVS SPRING FESTIVAL BUNNY	496.13
					<b>Total :</b>	<b>496.13</b>
189521	3/12/2024	010975 AAA RUBBISH, INC	Q3OVERPAY		PW REIMB. FOR OVERPAYMENT 3F	300.00
					<b>Total :</b>	<b>300.00</b>
189522	3/12/2024	008604 ACCOUNT 6746022400, U.S. BANK PARS	Ben598802		PARS: PAYMENT	6,115.69
					<b>Total :</b>	<b>6,115.69</b>
189523	3/12/2024	010275 ALADDIN LOCK & KEY, BENITO ROBERTC	33780		PW REPAIR DEAD BOLTS @ ASMU	702.96
					<b>Total :</b>	<b>702.96</b>
189524	3/12/2024	008686 ALFONSO VELAZQUEZ, MAD SHIRTS	6738		RCS SR. CTR. WOMEN'S DAY SHIR	396.90
					<b>Total :</b>	<b>396.90</b>
189525	3/12/2024	010833 AMAZON CAPITAL SERVICES, INC.	134G-KFJM-J13L		RCS SPRING FESTIVAL	223.64
			13PG-19W4-JJ4M		RCS AMAZON MEMBERSHIP	197.35
			19YV-WTHT-4R1W		RCS AFTERSCHOOL PROG. CRAFT	36.33
			1C9W-WT94-6DKT		RCS NYC OFFICE SUPPL	81.26
			1CL4-HK49-4KCP		RCS SPRING FESTIVAL	275.97
			1CL4-HK49-FC9K		RCS AFTERSCHOOL PROG CRAFT	42.96
			1H9C-XR1V-NPKJ		RCS OFFICE SUPPL	250.34
			1JFK-HHP9-XT1W		RCS SR.CTR WOMEN'S DAY 3/8	150.68
			1KH1-NDHX-3R4F		RCS PUNK @ THE PARK SUPPL	37.29
			1L36-VDJ9-G7L4		RCS SPRING FESTIVAL SUPPL 3/23	362.51

03/14/2024 10:22:21AM

**Voucher List**  
**CITY OF BELL GARDENS**

Page: 2

Bank code : common

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
189525	3/12/2024	010833 AMAZON CAPITAL SERVICES, INC.	(Continued) 1RDL-HQHV-X17Q 1T9X-PLDG-QM4T		RCS SR. CTR.WOMEN'S DAY 3/8 RCS SPRING FESTIVAL SUPPL	11.01 42.29 <b>Total : 1,711.63</b>
189526	3/12/2024	010953 AMERICAN GLOBAL SECURITY,INC	21091	05648	RCS SPRTS CTR. SECURITY-FEB 2	6,767.79 <b>Total : 6,767.79</b>
189527	3/12/2024	004556 AMERICAN WELDING, RAMIRO PACHECC 493902			PD WELDING FOR LARGE STEEL T	700.00 <b>Total : 700.00</b>
189528	3/12/2024	000301 ANTHEM BLUE CROSS	001621767G		FA HEALTH INS.-MARCH 2024	215,166.10 <b>Total : 215,166.10</b>
189529	3/12/2024	000301 ANTHEM BLUE CROSS	000321083915		RET HEALTH INS.-MARCH 2024	20,900.10 <b>Total : 20,900.10</b>
189530	3/12/2024	010641 ARAMARK	2570246850 2570248879		RCS AQUATIC SRVCS. RCS AQUATICS SRVCS.	90.62 90.62 <b>Total : 181.24</b>
189531	3/12/2024	000284 ASSOC., BELL GARDENS POLICE	Ben598806		NON-SWORN POA MEMBER-DUES,	2,730.00 <b>Total : 2,730.00</b>
189532	3/12/2024	010690 AV GRAPHICS	PSI02671		PW BUS CARDS E.AMADOR	87.12 <b>Total : 87.12</b>
189533	3/12/2024	006666 BEITH, TORBEN	20240302	05460	PD ADMIN. SUPP & REVIEW (TRNG	2,048.75 <b>Total : 2,048.75</b>
189534	3/12/2024	000299 BLAUVELT SIGNS, LARRY BLAUVELT	6495 6959		PW NAMES PLATES FOR PW (RAU PW NAME PLATES FOR CH MAXIMI	49.50 357.50 <b>Total : 407.00</b>
189536	3/12/2024	010954 BMO BANK N.A.	0109 022824 0206 022824 0714 022824 0730 022824 0754 022824	05692	CC CONF., MTGS, TRAVEL RCS CONF., MTGS, TRAVEL CC CONF., MTGS, TRAVEL CC CONF., MTG, TRAVEL CD OFFICE SUPPL	1,594.24 4,699.35 50.00 683.18 283.59

03/14/2024 10:22:21AM

**Voucher List**  
**CITY OF BELL GARDENS**

Page: 3

Bank code : common

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
189536	3/12/2024	010954 BMO BANK N.A.	(Continued)			
			0946 022824		RCS BGVP EXP	1,665.46
			3416 022824		HR OFFICE SUPPL	4,051.14
			3704 022824		PW FACILITY MAINT EXP.	833.38
			4936 022824		PW FACILITY MAINT.	4,501.65
			5081 022824		CCL OFFICE SUPPL	429.55
			5470 022824	05655	RCS AQUATIC EXP.	2,649.53
			5946 022824		FA OFFICE SUPPL	477.69
			6535 022824		CC CONF., MTGS, TRAVEL	1,229.43
			72.43 022824		PD TRNG PREPAID EXP	2,289.00
			7899 022824		CM CONF., MTGS, TRAVEL	1,521.20
			8770 022824		RCS S.T.A.R PROG. EXP.	1,266.87
			9117 052824	05668	RCS 5K FUN RUN EXP.	560.00
			9532 022824		PD OFFICE SUPPL	2,147.03
					<b>Total :</b>	<b>30,932.29</b>
189537	3/12/2024	009389 BRIGHTVIEW GOLF MAINTENANCE	8826506	05564	RCS GC MAINT- MARCH	13,250.00
					<b>Total :</b>	<b>13,250.00</b>
189538	3/12/2024	005910 BRIGHTVIEW LANDSCAPE SRVCS INC	8804359	05487	RCS SPRTS CTR. MAINT-MARCH	6,754.65
					<b>Total :</b>	<b>6,754.65</b>
189539	3/12/2024	008203 C.A.T. SPECIALTIES, INC	39700		PW PW STAFF UNIFORMS	454.84
					<b>Total :</b>	<b>454.84</b>
189540	3/12/2024	008114 CALIFORNIA CLEANING SUPPLIES	57311		PW CUSTODIAL SUPPL	633.28
			57312		PW CUSTODIAL SUPPL	965.35
			57313		PW CUSTODIAL SUPPL	593.83
			57330		PW CUSTODIAL SUPPL	114.42
			57365		PW CUSTODIAL SUPPL	716.07
			57369		PW CUSTODIAL SUPPL	887.92
			57372		PW CUSTODIAL SUPPL	595.74
					<b>Total :</b>	<b>4,506.61</b>
189541	3/12/2024	005948 CALIFORNIA PARK & REC SOCIETY	014		RCS TRAINING CONSORTIUM	55.00
					<b>Total :</b>	<b>55.00</b>
189542	3/12/2024	004748 CAMACHO, PAUL	MAR 2024		PD P. CAMACHO TRNG EXEC DEVE	1,267.05

03/14/2024 10:22:21AM

**Voucher List**  
**CITY OF BELL GARDENS**

Page: 4

Bank code : common

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
189542	3/12/2024	004748 004748 CAMACHO, PAUL	(Continued)		<b>Total :</b>	<b>1,267.05</b>
189543	3/12/2024	004748 CAMACHO, PAUL	13084D		PD LIGHTS FOR CHIEF'S OFFICE R	77.52
			85893D		PD SUPPL FOR CHIEF'S RESTROO	749.84
					<b>Total :</b>	<b>827.36</b>
189544	3/12/2024	009266 CHARTER COMMUNICATIONS	127241301030124		VOIP SRVCS CH 3/2024~	1,150.00
					<b>Total :</b>	<b>1,150.00</b>
189545	3/12/2024	005722 CRAFTCO, INC.	9403119734		PW COLD PATCH-CITY POT HOLES	943.30
			9403124327		PW COLD PATCH- CITY POT HOLE	943.30
					<b>Total :</b>	<b>1,886.60</b>
189546	3/12/2024	000659 DELTA DENTAL OF CALIFORNIA	BE005943751		FA DENTAL INS.-MARCH 2024	16,812.48
					<b>Total :</b>	<b>16,812.48</b>
189547	3/12/2024	000658 DELTA DENTAL INSURANCE COMPANY	BE005941197		FA DENTAL INS. MARCH 2024	1,285.68
					<b>Total :</b>	<b>1,285.68</b>
189548	3/12/2024	008668 DIAMOND CLEANING SERVICES, DORA G CHBG-2401			FA CLEANING SRVCS FEB 2024	90.00
					<b>Total :</b>	<b>90.00</b>
189549	3/12/2024	010331 DIMEX PROFESSIONAL, ISRAEL HERNAN	1290		RCS FP JANITORIAL SRVCS 2/7-2/2	166.00
			1291		RCS SR. CTR JANITORIAL SRVCS 2	300.00
			1292		RCS SR. CTR.JANITORIAL SRVCS 2	136.00
			1293		RCS CFSC JANITORIAL SRVCS 2/7-	288.00
			1294		RCS GC JANITORIAL SRVCS 2/7-2/2	136.00
			1295		RCS NYC JANITORIAL SRVCS 2/7-2	166.00
					<b>Total :</b>	<b>1,192.00</b>
189550	3/12/2024	008258 ECOFERT, INC	5882		RCS FIELD FERTIGATION-FEB	724.00
					<b>Total :</b>	<b>724.00</b>
189551	3/12/2024	008881 EVENAS DESIGN	5007		CC B US.CARDS CHAVEZ & DE LEC	340.00
					<b>Total :</b>	<b>340.00</b>
189552	3/12/2024	000815 FEDEX	8-424-37809		FA DELIVERY EXPENSES	43.95
					<b>Total :</b>	<b>43.95</b>

03/14/2024 10:22:21AM

**Voucher List**  
**CITY OF BELL GARDENS**

Page: 5

Bank code : common

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
189553	3/12/2024	001481 FINANCIAL SERVICES, INC., DE LAGE LA	82159660		PD COPIER LEASE MAR 2024	341.34
					<b>Total :</b>	<b>341.34</b>
189554	3/12/2024	009084 FRONTIER COMMUNNICATIONS	56219712940224225		IT CITY HALL/PD INTERNET MAR 20	1,190.00
					<b>Total :</b>	<b>1,190.00</b>
189555	3/12/2024	009084 FRONTIER COMMUNNICATIONS	20911955140514155		PD UPGRADE FRAME RELAY CIRC	1,113.00
					<b>Total :</b>	<b>1,113.00</b>
189556	3/12/2024	009092 GATEWAY WATER MGMT AUTHORITY	HTU-23-07		PW HARBOR TOXIC UPSTREAM TM	607.15
					<b>Total :</b>	<b>607.15</b>
189557	3/12/2024	002092 GOLDEN STATE WATER COMPANY	01627100009 022624		PW GARFIELD AVE & PAK LN	446.30
			21145100000 022624		PW SCOUT & RAMISH	246.57
			21744100005 022624		PW 6221 FLORENCE AVE	396.60
			49226200001 022624		PW SCOUT (2") BTHROMS	389.46
			49644100007 022624		PW CLARA ST/IN SIDEWK (IRRIG)	78.43
			50744100004 022624		PW N/E/C AJAX & FLORENCE IRR	454.52
			57319200002 022624		PW GAGE AVE & SPECHT	246.57
			59644100006 022624		PW EASTERN S/O LIVE OAK (IRRG	275.15
			81145100004 022624		PW S/SIDE PARK LN @ GILLAND FI	41.27
			81916100001 022624		PW 8000 SCOUT (6") IRR	5,761.53
					<b>Total :</b>	<b>8,336.40</b>
189558	3/12/2024	010366 GRIMCO, INC.	32084432-01	05493	RCS WIDE FORMAT PRINTER SUPP	1,831.67
					<b>Total :</b>	<b>1,831.67</b>
189559	3/12/2024	000987 HAUL-AWAY RUBBISH SERVICE	DOUBLE PAY		PW REIMB. FOR DOUBLE PAYMEN	2,500.00
					<b>Total :</b>	<b>2,500.00</b>
189560	3/12/2024	001025 HOME DEPOT	027543/9015126		PW FACILITIES SUPPL	792.39
					<b>Total :</b>	<b>792.39</b>
189561	3/12/2024	008722 HOPE & FAITH MINISTRIES	1020938.002		RCS SHELTER DEPOSIT REFUND 3	125.00
					<b>Total :</b>	<b>125.00</b>
189562	3/12/2024	005169 HOUSE OF WINNERS, INC.	012624-1		PW PICTURE PLAQUES FOR COUN	493.37
					<b>Total :</b>	<b>493.37</b>

03/14/2024 10:22:21AM

Voucher List  
CITY OF BELL GARDENS

Page: 6

Bank code : common

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
189563	3/12/2024	008111 HOYER, JOHNNY	CPRS2024		RCS CPRS CONF. REIMB.	240.77
					<b>Total :</b>	<b>240.77</b>
189564	3/12/2024	009818 IBE DIGITAL	464725		FA COPIER LEASE 2/6-3/05	157.39
			464726		CD COPIER LEASE 2/6-3/5	191.89
			464727		CCL COPIER LEASE 2/6-3/5	12.75
			464728		PD DISPATCH COPIER LEASE 2/6-3	55.75
			464729		PD BASEMENT BRIEFING COPIER I	63.50
			464730		RCS SR. CTR.COPIER LEASE 2/6-3.	8.11
			464731		RCS NYC COPIER LEASE 2/6-3/5	9.39
			464732		RCS BGVP COPIER LEASE 2/6-3/5	40.40
			464733		RCS FORD COPIER LEASE 2/6-3/5	209.17
					<b>Total :</b>	<b>748.35</b>
189565	3/12/2024	010538 J. GALT, INC.	1238		PW 25 LB POND CLEAR @ FP PON	573.74
					<b>Total :</b>	<b>573.74</b>
189566	3/12/2024	008730 JHM SUPPLY	93558/3		PW IRRIG SUPPL @ CH	216.93
			93755/3		PW PARKS IRRIG SUPPL	98.35
					<b>Total :</b>	<b>315.28</b>
189567	3/12/2024	001153 JPM GLASS CO., JOSE P. MENDOZA	52115		PW CUT OUT DOOR TO INSTALLEE	340.81
					<b>Total :</b>	<b>340.81</b>
189568	3/12/2024	007675 JULIO MACIAS, JULIO'S JUMPERS	102122		RCS SPRING FESTIVAL	180.00
					<b>Total :</b>	<b>180.00</b>
189569	3/12/2024	004019 KAISER FOUNDATION HEALTH PLAN	MAR 2024		FA HEALTH INS. (226486-0000)	150,417.59
					<b>Total :</b>	<b>150,417.59</b>
189570	3/12/2024	001695 LIBERTY UTILITIES CORP	200006892026 02262		PW 6423 FLORENCE PL	239.71
			200006892059 02262		PW IRRIG GAE/PERRY RD	101.88
			200006892083 02292		PW 7100 GARFIELD AVE	2,572.26
			200006892133 02202		PW 6662 LOVELAND ST.	991.28
					<b>Total :</b>	<b>3,905.13</b>
189571	3/12/2024	010545 LINGO	33838266		PD POTS LINES 03/03-/04/02	401.20
					<b>Total :</b>	<b>401.20</b>



03/14/2024 10:22:21AM

**Voucher List**  
**CITY OF BELL GARDENS**

Page: 7

Bank code : common

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
189572	3/12/2024	001318 LOOMIS	13429010		FA ARMORED SRVCS. MARCH 2024	272.87
					<b>Total :</b>	<b>272.87</b>
189573	3/12/2024	010855 MARTIN MARIETTA MATERIALS, INC	41688078		PW CONCRETE/ASPHALT DUMP FE	670.00
					<b>Total :</b>	<b>670.00</b>
189574	3/12/2024	008284 MGT OF AMERICA INC	56042	05682	FA STATE MANDATED CLAIMS SRV	2,950.00
					<b>Total :</b>	<b>2,950.00</b>
189575	3/12/2024	001586 NEUTRON INDUSTRIES	903246237		PW JANITORIAL SUPPL	220.10
					<b>Total :</b>	<b>220.10</b>
189576	3/12/2024	004672 OMEGA INDUSTRIAL SUPPLY INC.	155411		PW GRAFFITI REMOVER (GRAFFIT	824.25
					<b>Total :</b>	<b>824.25</b>
189577	3/12/2024	007608 OREILLY AUTO PARTS	3849-330782		PW MOTOR OIL PARK VEH	112.31
			3849-332327		PW ADHESIVES PARK SUPPL	9.36
			3849-333555		PW REPLACE WIPER BLADES	73.29
			3849-334023		PW MINI BULB PARK VEH	7.28
					<b>Total :</b>	<b>202.24</b>
189578	3/12/2024	009641 ORGANIZATION LLP, OLIVAREZ, MADRUC	24261		CC LEGAL-GENERAL 1/2024	8,543.38
			24262		HR LEGAL-GENERAL 1/2024	2,476.00
			24264		CCL LEGAL-GENERAL 1/2024	6,472.00
			24265		CM LEGAL-GENERAL 1/2024	8,113.47
			24266		CD LEGAL-GENERAL 1/2024	13,620.97
			24267		FA LEGAL-GENERAL 1/2024	971.50
			24268		CD LEGAL-GENERAL 1/2024	6,489.00
			24269		PD LEGAL-GENERAL 1/2024	2,817.50
			24270		PW LEGAL-GENERAL 1/2024	9,010.80
			24271		RCS LEGAL-GENERAL 1/2024	1,004.50
			24274		CD LEGAL-GENERAL 1/2024	1,897.50
			24275		CD LEGAL-GENERAL 1/2024	3,447.00
			24276		CD LEGAL-GENERAL 1/2024	7,524.00
			24277		PW LEGAL- GENERAL 1/2024	8,580.00
			24278		CD LEGAL-GENERAL 1/2024	4,244.50
			24379		PD LEGAL-GENERAL 1/2024	4,890.00
					<b>Total :</b>	<b>90,102.12</b>

03/14/2024 10:22:21AM

**Voucher List**  
**CITY OF BELL GARDENS**

Page: 8

Bank code : common

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
189579	3/12/2024	008044 PAL PROGRAM	Ben598804		PAL PROGRAM: PAYMENT	205.00
					<b>Total :</b>	<b>205.00</b>
189580	3/12/2024	001697 PARKHOUSE TIRE, INC.	1010966326		PW TIRES FOR TRUCK L-200	782.16
			1010966327		PW 2 TIRES FOR TRUCK L-200	738.16
					<b>Total :</b>	<b>1,520.32</b>
189581	3/12/2024	006189 PROFORCE LAW ENFORCEMENT	542585	05639	PD EQUIP PATROL RIFLE EQUIP	7,902.28
					<b>Total :</b>	<b>7,902.28</b>
189582	3/12/2024	009424 QUALITY PRINTING SERVICES	27358		PD BUSINESS CARDS G.ROMO	110.98
					<b>Total :</b>	<b>110.98</b>
189583	3/12/2024	009485 R&S OVERHEAD DOORS OF COMMERCE	1-26-949088	05675	PW NEW MOTHER BOARD REPL @	1,725.00
			2-26-970195		PW REPAIRED RIGHT SIDE OF GAT	315.00
					<b>Total :</b>	<b>2,040.00</b>
189584	3/12/2024	004643 RESOURCE BUILDING MATERIALS	3750538		RCS FIELD MAINT. SUPPL	566.24
					<b>Total :</b>	<b>566.24</b>
189585	3/12/2024	001868 RIO HONDO COLLEGE	W24-75-ZBGN		PD PHYSICAL FITNESS TESTING F	25.00
					<b>Total :</b>	<b>25.00</b>
189586	3/12/2024	007259 ROBERT HALF	63276077	05631	FA PROF SRVCS. V.SUMOG 2/23	960.00
			63308068	05631	FA PROF SRVCS V. SUMOG 03/0	495.00
			63308068A	05695	FA PROF SRVCS. V.SUMOG 03/01	785.00
					<b>Total :</b>	<b>2,240.00</b>
189587	3/12/2024	008637 ROBERTSON'S READY MIX LTD	409157	05671	PW CONCRETE @ 5919 MULLER S	1,526.59
					<b>Total :</b>	<b>1,526.59</b>
189588	3/12/2024	001935 S&S WORLDWIDE	IN101338198		RCS FP ASP	102.24
					<b>Total :</b>	<b>102.24</b>
189589	3/12/2024	007642 SKYLINE SAFETY & SUPPLY, PATRICIA SC 7987			PW CUSTODIAL SUPPL	615.20
					<b>Total :</b>	<b>615.20</b>
189590	3/12/2024	002063 SMART & FINAL	0049		PW PUBLIC WORK SUPPL	106.64

03/14/2024 10:22:21AM

**Voucher List**  
**CITY OF BELL GARDENS**

Page: 9

Bank code : common

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
189590	3/12/2024	002063 002063 SMART & FINAL	(Continued)		<b>Total :</b>	<b>106.64</b>
189591	3/12/2024	002088 SOCALGAS	03560611000 022824		PW 8327 GARFIELD AVE	186.69
			09650638001 022824		PW 5856 LUDELL ST.	24.98
			12170673003 022924		PW 6662 LOVELAND ST	267.25
			1301062007 022924		PW 7100 GARFIELD AVE.	538.03
					<b>Total :</b>	<b>1,016.95</b>
189592	3/12/2024	002087 SOUTHERN CALIFORNIA EDISON	600001511489 03042		PW VARIOUS LOCATIONS	5,886.48
			700394307872 03082		PW 6722 CLARA ST	892.91
					<b>Total :</b>	<b>6,779.39</b>
189593	3/12/2024	000594 STATE DISBURSEMENT UNIT	Ben598808		GARNISHMENT: PAYMENT	1,005.22
					<b>Total :</b>	<b>1,005.22</b>
189594	3/12/2024	007554 STEAMX,LLC, MIKE J. MANCE	68027		PW EQUIP SUPPL FOR BGVP	244.34
					<b>Total :</b>	<b>244.34</b>
189595	3/12/2024	002169 SUPER A FOODS	5267		RCS SUPPL BGVP	89.27
			8126		RCS CLARA SR. CTR.ZUMBAILE 2/2	28.62
			8922		RCS SUPPL PUNK @ THE PARK	172.93
					<b>Total :</b>	<b>290.82</b>
189596	3/12/2024	010634 ULINE, INC.	174720506		RCS CFSC CUSTOM OFFICE MAT	195.87
					<b>Total :</b>	<b>195.87</b>
189597	3/12/2024	005981 US BANK	2534275		WATER REF BONDS 04 INTEREST	9,203.52
					<b>Total :</b>	<b>9,203.52</b>
189598	3/12/2024	010481 VICENCIO, EDGAR	0052		RCS BG HIP HOP CLASS	600.00
					<b>Total :</b>	<b>600.00</b>
189599	3/12/2024	002380 VISION SERVICE PLAN	820023025		FA VISION INS-MARCH 2024	7,712.17
					<b>Total :</b>	<b>7,712.17</b>
189600	3/12/2024	009690 WEX BANK	95637029		FUEL EXP ALL DEPTS. 2/7-3/6	32,983.00
					<b>Total :</b>	<b>32,983.00</b>
189601	3/12/2024	008873 WINZER CORPORATION	1905839		PW UTILITY CREW SUPPL	511.31

03/14/2024 10:22:21AM

Voucher List  
CITY OF BELL GARDENS

Page: 10

Bank code : common

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
189601	3/12/2024	008873	008873 WINZER CORPORATION	(Continued)		
85 Vouchers for bank code : common						
TRANSFER						
	3/7/2024	BANK OF THE WEST	P/R		NET PAYROLL	
85 Vouchers in this report						
Total :						511.31
Bank total :						958,171.37
Total vouchers :						1,477,954.70

03/21/2024 9:54:08AM

Voucher List  
CITY OF BELL GARDENS

Page: 1

Bank code : common

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
189602	3/19/2024	006561 ADAPT CONSULTING INC.	23643B	05642	PW FUNNEL, RED SHOP TOWELS,	1,171.06
					<b>Total :</b>	<b>1,171.06</b>
189603	3/19/2024	010497 AIRESPRING INC.	183006290		IT AIRESPRING SD-WAN 3/16/24-4/	1,314.79
					<b>Total :</b>	<b>1,314.79</b>
189604	3/19/2024	010693 ALVARADO, HUGO ISAIAS	030524		PW TRAFFIC & SAFETY COMM MTC	100.00
					<b>Total :</b>	<b>100.00</b>
189605	3/19/2024	010833 AMAZON CAPITAL SERVICES, INC.	13J1-W31K-1WLQ 16GJ-T9RG-37Q9 16NH-XPPL-H1H3 1C9F-TWG1-KV3T 1DFQ-D96X-3DNQ 1NFJ-MPVR-VH7J 1NPF-6DTN-6MQM 1R19-Y7WD-93TR 1V6V-RKHP-TKCX		RCS SPRING FESTIVAL PENNANTS RCS SPRING FESTIVAL DECOR.3/2 RCS SPRING FESTIVAL DECOR RCS GC OFFICE SUPPL RCS SPRING FESTIVAL RCS STAR PROG SUPPL RCS BGVP BEANIES RCS FUSION DANCE TEAM RCS SR CTR. SHAMROCK FEST 2/2	30.66 775.63 223.22 -413.54 62.65 220.44 379.20 140.15 199.83
					<b>Total :</b>	<b>1,618.24</b>
189606	3/19/2024	000150 ANAYA'S SERVICE CENTER	39644 39645 39646 39647 39648 39649 39650		PD UNIT #275-OIL CHANGE PD UNIT#312-OIL CHANGE & REPL PD UNIT #197-REPLACED WINDW I PD UNIT#274-OIL CHANGE & BRAK PD UNIT#280- WINSHIELD INSTALL PD UNIT#278-OIL CHANGE & REPL PD UNIT#232-OIL CHANGE & REPL	63.88 433.84 408.95 82.45 545.00 585.37 254.38
					<b>Total :</b>	<b>2,373.87</b>
189607	3/19/2024	010727 AQUA PATCH ROAD MATERIALS	241510044		PW COLD PATCH FOR CITY STR.PC	997.50
					<b>Total :</b>	<b>997.50</b>
189608	3/19/2024	010641 ARAMARK	2570251403		RCS AQUATIC SRVCS.	90.62
					<b>Total :</b>	<b>90.62</b>
189609	3/19/2024	010784 ARDURRA GROUP, INC	146889	05547	RCS AQUATIC CTR.PROJ FEB	14,440.00

03/21/2024 9:54:08AM

**Voucher List**  
**CITY OF BELL GARDENS**

Page: 2

Bank code : common

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
189609	3/19/2024	010784 010784 ARDURRA GROUP, INC	(Continued)			
					<b>Total :</b>	<b>14,440.00</b>
189610	3/19/2024	006800 ATHENS SERVICES	0324121115	05490	PW RESIDENTIAL WASTE SRVC. (M	307,879.22
					<b>Total :</b>	<b>307,879.22</b>
189611	3/19/2024	009743 AZTLAN ATHLETICS, LLC	0013	05640	RCS 5K FINAL INSTALL 3/9	5,900.00
					<b>Total :</b>	<b>5,900.00</b>
189612	3/19/2024	010231 BARRERA, CARLOS	030524		PW TRAFFIC & SAFETY COMM MTC	100.00
					<b>Total :</b>	<b>100.00</b>
189613	3/19/2024	008584 BRADLEYS PLASTIC BAG CO	350637		PD SUPPL FOR JAIL (PLASTIC BAG	43.20
					<b>Total :</b>	<b>43.20</b>
189614	3/19/2024	000313 BRITE WHITE, ELISEO RODRIGUEZ	25765 25766 25768		PD UNIT #214,#278,#759-,MOUNT & PD UNIT #265-(2) NEW TIRES,MOUI PW 2 TIRES-UNIT G-2201	245.00 400.00 720.00
					<b>Total :</b>	<b>1,365.00</b>
189615	3/19/2024	008114 CALIFORNIA CLEANING SUPPLIES	57420 57422 57423 57424 57430 57440		PW CUSTODIAL SUPPL PW CUSTODIAL SUPPL PW CUSTODIAL SUPPL PW CUSTODIAL SUPPL PW CUSTODIAL SUPPL PW CUSTODIAL SUPPL	947.27 490.61 578.43 697.18 247.90 90.36
					<b>Total :</b>	<b>3,051.75</b>
189616	3/19/2024	010805 CENTER INC., HEALTH & HUMAN RESOU	E0314773		AETNA RDL SRVCS.-FEB.2024	386.42
					<b>Total :</b>	<b>386.42</b>
189617	3/19/2024	001447 CHARTER COMMUNICATIONS	0689734031524		IT FORD PARK- WI-FI 3/15/24-4/14/2	1,150.00
					<b>Total :</b>	<b>1,150.00</b>
189618	3/19/2024	001447 CHARTER COMMUNICATIONS	0646114031424		IT SR. CTR. WI-FI 3/14/24-4/13/24~	324.98
					<b>Total :</b>	<b>324.98</b>
189619	3/19/2024	001447 CHARTER COMMUNICATIONS	0646155031524		IT YOUTH CTR. WI-FI 3/15/24-4/14/	324.98
					<b>Total :</b>	<b>324.98</b>

03/21/2024 9:54:08AM

Voucher List  
CITY OF BELL GARDENS

Page: 3

Bank code : common

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
189620	3/19/2024	001447 CHARTER COMMUNICATIONS	0672896031724		IT PW WI-FI 3/17-4/16 ACCT#~	309.98
					<b>Total :</b>	<b>309.98</b>
189621	3/19/2024	001447 CHARTER COMMUNICATIONS	0010037022524		PD CONTRACT SRVCS. 2/16/24-3/16/24	291.93
					<b>Total :</b>	<b>291.93</b>
189622	3/19/2024	001447 CHARTER COMMUNICATIONS	0685153031724		IT CH WI-FI 3/17/24-4/16/24~	224.98
					<b>Total :</b>	<b>224.98</b>
189623	3/19/2024	009158 CINDY'S JUMPERS LLC, EDGAR LOPEZ	76491		RCS CREATIVE KID SPRING EVENT	457.64
					<b>Total :</b>	<b>457.64</b>
189624	3/19/2024	010977 COVARRUBIAS, OMAR	2.6.2024		RCS SR. CTR. COMEDY PERRFORI	500.00
					<b>Total :</b>	<b>500.00</b>
189625	3/19/2024	004588 DAILY JOURNAL CORPORATION	B3788155		PW NOTICE OF FINDING OF NO SI	495.00
					<b>Total :</b>	<b>495.00</b>
189626	3/19/2024	003917 DIAL COMMUNICATIONS	52888		PW 5-AIRTIME MT.WILSON RADIO	190.00
					<b>Total :</b>	<b>190.00</b>
189627	3/19/2024	010331 DIMEX PROFESSIONAL, ISRAEL HERNAN	1296		RCS SR. CTR DETAILED FLOOR SF	900.00
					<b>Total :</b>	<b>900.00</b>
189628	3/19/2024	001978 DISTRICTS OF LA COUNTY, COUNTY SAN	1593A-02-24		PW DUMP FEE (FEB 2024)	2,887.35
					<b>Total :</b>	<b>2,887.35</b>
189629	3/19/2024	008493 DUNN EDWARDS CORPORATION	2009A24680	05673	PW GRAFFITI PAINT & SUPPL	1,344.45
					<b>Total :</b>	<b>1,344.45</b>
189630	3/19/2024	008128 ECONOLITE SYSTEMS	42404	05509	PW PREVENTATIVE MAINT. (FEB 2024)	4,896.70
			42432	05509	PW ROLLING REPORTS (FEB 2024)	3,717.82
					<b>Total :</b>	<b>8,614.52</b>
189631	3/19/2024	000775 ENTENMANN ROVIN CO	0179809-IN		PD FLAT BADGE-CHIEF CAMACHO	136.71
					<b>Total :</b>	<b>136.71</b>
189632	3/19/2024	006944 ENTERPRISE FLEET MANAGEMENT	FBN4989587	05461	PD MNTHLY LEASE FOR DETECTIV	2,831.57

03/21/2024 9:54:08AM

Voucher List  
CITY OF BELL GARDENS

Page: 4

Bank code : common

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
189632	3/19/2024	006944	006944 ENTERPRISE FLEET MANAGE (Continued)		Total :	2,831.57
189633	3/19/2024	010447 FAIRYTALES&HEROES, ANASTASIA MARK	24-182		RCS SPRING FESTIVAL CHARACTER	745.00
					Total :	745.00
189634	3/19/2024	010735 FLORES, JOBANEY	CPRS2024 CPRS2024B		RCS CPR CONFRNC. REIMB	228.03
					RCS CONFRNC. MILEAGE REIMB.	144.05
					Total :	372.08
189635	3/19/2024	010830 FRANCO, JOSE A.	022024		RCS ALTERNATIVE TRANSPORTATION	20.00
					Total :	20.00
189636	3/19/2024	004594 FUN EXPRESS	73000773001 73004571101		RCS SPRING FESTIVAL PHOTOS PRINT	20.04
					RCS SPRING FESTIVAL	347.08
					Total :	367.12
189637	3/19/2024	008132 GAVILANES, JAYSON	030524		PW TRAFFIC & SAFETY COMM MTC	100.00
					Total :	100.00
189638	3/19/2024	009809 GLOBAL URBAN STRATEGIES INC.	530 557 558	05632 05632	GRANT WRITING SRVCS FOR JAN	467.50
					FIRST TIME HOME BUYER PROG 2	2,262.50
					OWNER-OCCUPIED REHAB PROG	4,871.77
					Total :	7,601.77
189639	3/19/2024	002092 GOLDEN STATE WATER COMPANY	24412200008 030124 31145100009 030124 32916100004 030124 52744100000 030124		PW 8000 SCOUT (1") IRR	4.56
					PW 8000 SCOUT (6"C) IRR	2,511.36
					PW 8000 SCOUT (6") IRR	4,824.21
					PW GARFIEDLAVE & EASTERN AVI	596.66
					Total :	7,936.79
189640	3/19/2024	009785 GREENTECH LANDSCAPE INC.	57746	05510	PW CITYWIDE LANDSCAPE SRVC.	9,607.83
					Total :	9,607.83
189641	3/19/2024	010202 HEREDIA, DAVID E.	030524		PW TRAFFIC & SAFETY COMM MTC	100.00
					Total :	100.00
189642	3/19/2024	008072 HF & H CONSULTANTS, LLC	9720942	05535	PW REVIEW OF ATHENS ANNUAL F	7,795.03
					Total :	7,795.03



03/21/2024 9:54:08AM

**Voucher List**  
**CITY OF BELL GARDENS**

Page: 5

Bank code : common

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
189643	3/19/2024	002701 HINDERLITER DE LLAMAS & ASSOC.	SIN036372	05496	FA AUDIT SRVCS. SALE TAX JAN-D	1,132.31
			SIN036620	05496	FA AUDIT SRVCS. TRANSACTION T.	696.66
					<b>Total :</b>	<b>1,828.97</b>
189644	3/19/2024	001025 HOME DEPOT	005713/2074802		PW SMALL TOOLS UTILITY CREW :	285.22
			008047/8533531		PW FACILITIES SUPPL	112.11
			022067/4284147		P[W FACILITIES SUPPL	210.95
			028001/8010060		PW FACILITIES SUPPL	19.00
			028575/8010003		PW SMALL TOOLS SUPPL	75.08
			029711/7023737		PW FACILITIES SUPPL	402.58
			1543453		RCS SC EQUIP MAINT & REPAIR	17.88
			2902796		RCS SUPPL SPRING EVENT	307.45
			924725		RCS SPRING FESTIVAL PHOTO PR	135.61
					<b>Total :</b>	<b>1,565.88</b>
189645	3/19/2024	009818 IBE DIGITAL	464906		RCS BGVP 2ND COPIER LEASE 2/1	554.50
					<b>Total :</b>	<b>554.50</b>
189646	3/19/2024	009818 IBE DIGITAL	464777		PW COPIER LEASE 2/7-3/6	106.68
			464806		PD RECORDS COPIER LEASE 2/6-3	33.21
					<b>Total :</b>	<b>139.89</b>
189647	3/19/2024	005177 INFRASTRUCTURE ENGINEERS	28900		PW CITY ENG. (OCT 2023)	45,602.00
			28963		PW CITY ENG. (NOV 2023)	36,136.25
			29142		PW CITY ENG (FEB 2024)	29,863.50
			29157	05608	PW FLORENCE AVE GARFIELD TO	5,777.50
			29158	05606	PW SLURRY SEAL ZONE 5 DESIGN	2,545.00
			29165	05607	PW SLURRY SEAL IMPROV ZONE 4	1,014.00
					<b>Total :</b>	<b>120,938.25</b>
189648	3/19/2024	009373 INTERNATIONAL, THE COUNSELING TEA	90655	05464	PD PSYCHOLOGICAL CONTRACT S	1,000.00
					<b>Total :</b>	<b>1,000.00</b>
189649	3/19/2024	008569 JCL TRAFFIC	123212		PW CORRUGATED SIGN (5KRUN)	773.96
					<b>Total :</b>	<b>773.96</b>
189650	3/19/2024	006145 LAN WAN ENTERPRISE, INC.	74972		PD NETWORK INFRASTRUCTURE 1	3,951.00
					<b>Total :</b>	<b>3,951.00</b>

03/21/2024 9:54:08AM

Voucher List  
CITY OF BELL GARDENS

Page: 6

Bank code : common

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
189651	3/19/2024	010982 LUNA, EDUARDO	0006198		RCS SR. CTR FRESH FLOWERS 3/1	120.00
					<b>Total :</b>	<b>120.00</b>
189652	3/19/2024	010560 MACBANGER MUSIC PUBLISHING	INV0077	05681	RCS SPRING FESTIVAL EVENT DJ	1,200.00
					<b>Total :</b>	<b>1,200.00</b>
189653	3/19/2024	010855 MARTIN MARIETTA MATERIALS, INC	41793463		PW CONCRETE/ASPHALT DUMP FE	670.00
					<b>Total :</b>	<b>670.00</b>
189654	3/19/2024	010976 MAVERICK DATA SYSTEMS	185		PD WARRANT BUILDER SOFTWARE	416.16
					<b>Total :</b>	<b>416.16</b>
189655	3/19/2024	010972 MOBILE MODULAR	220040561-ND	05683	PD PURCHASE OF MODULAR OFFI	18,587.00
					<b>Total :</b>	<b>18,587.00</b>
189656	3/19/2024	010474 MUNIZ, EFRAIN	030424	05658	RCS YTH BASKETBALL OFFICIALS	1,782.00
					<b>Total :</b>	<b>1,782.00</b>
189657	3/19/2024	001576 NATIONWIDE ENVIRONMENTAL SRVCS	33842	05474	PW STREET SWEEPING (MAR 2024	18,141.59
					<b>Total :</b>	<b>18,141.59</b>
189658	3/19/2024	010665 NAVA, ELIZABETH	259		RCS 5K EVENT SUPPL	144.89
					<b>Total :</b>	<b>144.89</b>
189659	3/19/2024	002293 OF SO. CALIF., UNDERGRND SRVC ALER	220240056		PW UNDERGROUND SRVC,34 TICP	43.25
			23-2424534		PW CALIF STATE FEE FOR REGUL	41.25
					<b>Total :</b>	<b>84.50</b>
189660	3/19/2024	007608 OREILLY AUTO PARTS	3849-336022		PW WIPES BLADES (CARLOS VEH)	114.34
					<b>Total :</b>	<b>114.34</b>
189661	3/19/2024	009641 ORGANIZATION LLP, OLIVAREZ, MADRUG	23831		HR LEGAL-GENERAL 11/2023	515.00
			23835		FA LEGAL-GENERAL- 11/2023	82.40
			23839		PW LEGAL-GENERAL 11/2023	18,967.00
			23840		RCS LEGAL-GENERAL 11/2023	2,784.40
					<b>Total :</b>	<b>22,348.80</b>
189662	3/19/2024	004060 ORNELAS, GERARDO	3/9/2024		PD TRNG SLI SESSION 8 APR 3-5 2	632.70

03/21/2024 9:54:08AM

**Voucher List**  
**CITY OF BELL GARDENS**

Page: 7

Bank code : common

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
189662	3/19/2024	004060 004060 ORNELAS, GERARDO	(Continued)		<b>Total :</b>	<b>632.70</b>
189663	3/19/2024	001697 PARKHOUSE TIRE, INC.	1010966330		PW 2 TIRES FOR VEH #L-200	738.16
			1010968737		PW TIRES DISPOSAL	183.00
					<b>Total :</b>	<b>921.16</b>
189664	3/19/2024	007292 PARKING CO. OF AMERICA, PCAM,LLC	INVM0018469	05647	PW DART SRVC (FEB. 2024)	19,777.73
			INVM0018470	05647	PW SR. BUS FEB 2024	3,154.00
			INVM0018471	05647	PW TROLLEY SRVC FEB 2024	44,094.60
					<b>Total :</b>	<b>67,026.33</b>
189665	3/19/2024	008666 PARS	55115		PARS TRUST ADMIN SRVC. FOR TI	1,005.84
					<b>Total :</b>	<b>1,005.84</b>
189666	3/19/2024	008854 PARTY PRONTO INC.	043098	05684	RCS SPRING EVENTROCK CLIMBIN	1,690.00
					<b>Total :</b>	<b>1,690.00</b>
189667	3/19/2024	010812 PLUMBING HEATING & A/C, NORWALK LA 332509-2VIC			PW SRVC/REPAIR A/C @ PW	265.00
					<b>Total :</b>	<b>265.00</b>
189668	3/19/2024	006189 PROFORCE LAW ENFORCEMENT	543493	05639	PD EQUIP PATROL-RIFLE EQUIP	8,500.94
					<b>Total :</b>	<b>8,500.94</b>
189669	3/19/2024	005907 PUBLIC WORKS, LOS ANGELES COUNTY	PW24021204536		PW INDUSTRIAL WASTE PERMITS	4,202.19
					<b>Total :</b>	<b>4,202.19</b>
189670	3/19/2024	010979 RAMIREZ, SOPHIA I.	003		RCS SR. CTR. WOMEN'S DAY 3/8	240.00
					<b>Total :</b>	<b>240.00</b>
189671	3/19/2024	003631 RELX, INC.	1409885-20240229		PD ADVANCED SEARCHES SOFTW	50.50
					<b>Total :</b>	<b>50.50</b>
189672	3/19/2024	010887 ROADS SAFE TRAFFIC SYSTEMS, INC	198178		PW JACKETS FOR CITY STAFF	949.49
			198338		PW JACKETS FOR CITY STAFF	949.49
					<b>Total :</b>	<b>1,898.98</b>
189673	3/19/2024	007259 ROBERT HALF	63328175	05695	FA PROF SRVCS.-V.SUMOGUE 03/08	1,280.00
			63328239		TEMP SRVCS.-IVRON LOPEZ FOR V	544.00

03/21/2024 9:54:08AM

**Voucher List**  
**CITY OF BELL GARDENS**

Page: 8

Bank code : common

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
189673	3/19/2024	007259	007259 ROBERT HALF		(Continued)	
					<b>Total :</b>	<b>1,824.00</b>
189674	3/19/2024	007761	ROBERTS, EDWARD		3/9/2024	
					PD TRNG SLI SESSION 1 E. ROBER	84.00
					<b>Total :</b>	<b>84.00</b>
189675	3/19/2024	001921	ROSEBURROUGH TOOL COMPANY		768673	
					PW SPECIAL SUPPL	524.21
					<b>Total :</b>	<b>524.21</b>
189676	3/19/2024	001935	S&S WORLDWIDE		IN101348694	
					RCS SR. CTR. ART CLASS 3/4	165.10
					<b>Total :</b>	<b>165.10</b>
189677	3/19/2024	002063	SMART & FINAL		216866 030624	
					RCS CLARA SR.CTR. COFFEE/TEA	400.95
					391599 030524	
					RCS CFSC OFFICE SUPPL	72.67
					422400	
					RCS SR CTR. WOMEN'S DAY 3/8	83.42
					529988	
					RCS SR CTR. MARCH BIRTHDAY'S	110.85
					607044	
					RCS STAR DR.SEUS DAY EVENT 3/	55.10
					981366	
					RCS BGVP SR. CTR, COFFEE SUPP	108.40
					<b>Total :</b>	<b>831.39</b>
189678	3/19/2024	002087	SOUTHERN CALIFORNIA EDISON		700076461609 03012	
					PW VARIOUS LOCATIONS	936.59
					700704214586 03072	
					PW 6626 MARLOW AVE	40.51
					700815907359 03082	
					PW 8000 PARK LN UNIT A UNIT B	8,716.71
					<b>Total :</b>	<b>9,693.81</b>
189679	3/19/2024	009031	STAR2STAR COMMUNICATIONS, LLC		SUBC00012651	
					VOIP SRVCS. 3/7/24-4/7/24	10,517.96
					<b>Total :</b>	<b>10,517.96</b>
189680	3/19/2024	010710	SUNSET STUDIO CLEANERS CORP.		2312	
					RCS CFSC LINEN SRVC.	22.00
					<b>Total :</b>	<b>22.00</b>
189681	3/19/2024	002169	SUPER A FOODS		5526 030624	
					RCS SUPPL AFTRESCHOOL BGVP	53.73
					9317	
					RCS SUPPL BGVP AFTERSCOOL	18.86
					9318	
					RCS SUPPL BGVP AFTERSCHOOL	18.47
					<b>Total :</b>	<b>91.06</b>
189682	3/19/2024	002188	TARGET SPECIALTY PRODUCTS		INVP501407784	
					PW ROUND UP-UTILITY CREW	676.32
					INVP501407786	
					PW HERBICIDE/PESYICIDE-PARKS	658.56
					INVP501408173	
					PW CIJNOFF-UTILITY CREW	81.28

03/21/2024 9:54:08AM

Voucher List  
CITY OF BELL GARDENS

Page: 9

Bank code : common

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
189682	3/19/2024	002188	002188 TARGET SPECIALTY PRODL (Continued)		Total :	1,416.16
189683	3/19/2024	010873	THE DOT PRINTER, INC.		RCS YTH BASEBALL & SOFTBALL F	476.58
			247772		RCS MEDICAL FLYERS	617.50
			69383		Total :	1,094.08
189684	3/19/2024	009578	TIREHUB LLC	05602	PD POLICE VEH TIRES SPARE/BAC	3,465.09
			40582929		Total :	3,465.09
189685	3/19/2024	006912	UC ADVANTAGE,INC.		QRTLY US MGMT. & CONSULTING	393.75
			7152825		Total :	393.75
189686	3/19/2024	010075	VELASCO, RAUL		PW TRAFFIC & SAFETY COMM MTC	100.00
			030524		Total :	100.00
189687	3/19/2024	006130	VERIZON WIRELESS		PW MNTHLY SRV. FEES FOR JAN.2	1,328.29
			9957446984		Total :	1,328.29
189688	3/19/2024	006130	VERIZON WIRELESS		CD CELL SRVC: 02/20/24-03/19/24	208.55
			9957059499		Total :	208.55
189689	3/19/2024	010811	VITAL RECORDS CONTROL		PD ONSITE SHREDDING SRVC.	121.24
			4101804LAX1		Total :	121.24
189690	3/19/2024	005583	WEST COAST ARBORISTS INC.	05512	PW TREE PRUNNING SOUTH SIDE	18,354.60
			211590	05512	PW TREE PRUNNING SOUTH SIDE	3,955.20
			211591		Total :	22,309.80
89 Vouchers for bank code : common						Bank total : 731,447.24
89 Vouchers in this report						Total vouchers : 731,447.24

03/28/2024 9:39:53AM

Voucher List  
CITY OF BELL GARDENS

Page: 1

Bank code : common

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
1915-WIRE	3/21/2024	006722 CITY EMPLOYEES ASSOC.	Ben599167		BGPWA DUES: PAYMENT	479.00
					Total :	479.00
1916-WIRE	3/21/2024	003359 BANK OF THE WEST	Ben599169		FEDERAL INCOME TAX: PAYMENT	82,489.12
					Total :	82,489.12
1917-WIRE	3/21/2024	001725 CALPERS	Ben599171		PERS - MISC: PAYMENT	139,450.96
					Total :	139,450.96
1918-WIRE	3/21/2024	003358 BANK OF THE WEST	Ben599173		STATE INCOME TAX: PAYMENT	25,422.49
					Total :	25,422.49
1919-WIRE	3/21/2024	009439 MASS MUTUAL	Ben599175		MASS MUTUAL: PAYMENT	22,995.54
					Total :	22,995.54
189691	3/26/2024	008604 ACCOUNT 6746022400, U.S. BANK PARS	Ben599159		PARS: PAYMENT	6,611.75
					Total :	6,611.75
189692	3/26/2024	000076 AFLAC	311394		FA VOLUNTARY INS.-MARCH 2024	9,446.10
					Total :	9,446.10
189693	3/26/2024	010275 ALADDIN LOCK & KEY, BENITO ROBERTC	33785		PW RE KEYED DOUBLE GLASS DO	341.06
					Total :	341.06
189694	3/26/2024	000098 ALIN PARTY SUPPLY	586027		RCS ASP SPRING EVENT	383.03
			586627		RCS SPRING FEST DECOR 3/23	463.73
			586660		RCS SHAMROCK FEST 3/15	376.41
					Total :	1,223.17
189695	3/26/2024	010833 AMAZON CAPITAL SERVICES, INC.	1DHH-YGDC-LFKT		RCS SUPPL BGVP ASP	38.68
			1FHM-V6CN-LVWL		RCS SPRING FEST BGVP	31.94
			1GPW-7JW6-NXKH		RCS SUPPL BGVP AFTERSCHOOL	211.67
			1V4C-GYW6-LPTQ		RCS SLICE OF ART	101.58
			1Y74-L4GJ-NFC4		RCS SUPPL BGVP ASP	82.03
			1YVK-1WGF-P764		RCS ASP ST.PATRICK'S DAY	132.95
					Total :	598.85

03/28/2024 9:39:53AM

Voucher List  
CITY OF BELL GARDENS

Page: 2

Bank code : common

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
189696	3/26/2024	010641 ARAMARK	2570252977		RCS AQUATICS SRVCS	90.62
					Total :	90.62
189697	3/26/2024	000284 ASSOC., BELL GARDENS POLICE	Ben599163		NON-SWORN POA MEMBER-DUES	2,730.00
					Total :	2,730.00
189698	3/26/2024	008041 AVANT GARDE INC.	10003	05690	PW - SAFE STR.& ROADS FOR ALL	348.00
					Total :	348.00
189699	3/26/2024	002250 BELTRAN, MARTHA T.	030724		RCS VIDA SANA INSTRUCTOR	600.00
					Total :	600.00
189700	3/26/2024	010112 BOADO, OSCAR L.	032024		CD REGULAR MTG. 11/15/23	100.00
					Total :	100.00
189701	3/26/2024	004748 CAMACHO, PAUL	MAR2024		PD TRNG. LACPCA TRI-COUNTY C	620.59
					Total :	620.59
189702	3/26/2024	006083 CEA BG CITY EMPLOYEES	Ben599157		BGCEA: PAYMENT	1,568.00
					Total :	1,568.00
189703	3/26/2024	009158 CINDY'S JUMPERS LLC, EDGAR LOPEZ	76101	05678	RCS SPRING FESTIVAL JUMPERS	1,181.60
					Total :	1,181.60
189704	3/26/2024	010977 COVARRUBIAS, OMAR	2.6.2024.1		RCS SR. CTR.COMEDY PERFORME	500.00
					Total :	500.00
189705	3/26/2024	005654 CSULB FOUNDATION	MAR 2024		PD TRNG.M.WEINRICH & J.HENSH	250.00
					Total :	250.00
189706	3/26/2024	004807 DAPEER,ROSENLIT & LITVAK	22679 22680		CD LEGAL-MUNI CODE 2/2024 PD LEGAL 2/2024	3,145.29 540.00
					Total :	3,685.29
189707	3/26/2024	010936 DEARK E&C, INC.	1	05634	PW BGVP CITY YARD STORMWATE	119,843.41
					Total :	119,843.41
189708	3/26/2024	000335 DEPT OF CONSERVATION	030124		CD STRING MOTION FEE REPORT	455.00

03/28/2024 9:39:53AM

Voucher List  
CITY OF BELL GARDENS

Page: 3

Bank code : common

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
189708	3/26/2024	000335 000335 DEPT OF CONSERVATION	(Continued)		<b>Total :</b>	<b>455.00</b>
189709	3/26/2024	006424 FERNANDO'S HARDWARE & LUMBER	91773		PW FACILITIES SUPPL	67.74
					<b>Total :</b>	<b>67.74</b>
189710	3/26/2024	010285 FLORES, MIGUEL A.	2024.3.14		RCS EDUACTION COMM MARCH	100.00
					<b>Total :</b>	<b>100.00</b>
189711	3/26/2024	010800 GARCIA TIRES & WHEELS INC.	32840		CD CE FLAT REPAIR VEH #3 LIC # I	15.00
					<b>Total :</b>	<b>15.00</b>
189712	3/26/2024	010984 GARCIA, MARIA DEL ROSARIO	030724		RCS VIDA SANA INSTRUCTOR	670.00
					<b>Total :</b>	<b>670.00</b>
189713	3/26/2024	001025 HOME DEPOT	005449/2010478		PW FACILITIES SUPPL	264.37
					<b>Total :</b>	<b>264.37</b>
189714	3/26/2024	005169 HOUSE OF WINNERS,INC.	030424-1		PW CH PLAQUES FOR COUNCIL M	493.37
					<b>Total :</b>	<b>493.37</b>
189715	3/26/2024	009818 IBE DIGITAL	465061		PD COPIER LEASE 2/15/24-3/14/24-	635.34
					<b>Total :</b>	<b>635.34</b>
189716	3/26/2024	010716 IMPACT SCIENCES, INC.	22148	05351	BG & CEQA-PROFESSIONAL SRVC	5,498.75
			22170	05351	BG EJ & CEQA-PROFESSIONAL SRV	587.50
			22193	05351	BG EJ & CEQA-PROF.SRVCS	1,080.00
					<b>Total :</b>	<b>7,166.25</b>
189717	3/26/2024	005177 INFRASTRUCTURE ENGINEERS	29053		CD PI & DEV'T ENG.FEES-01/31/24	5,371.00
			29115		CD B&S BUILDING INSPECT SRVC-	3,255.00
			29125		PW NPDES MGMT. (FEB 2024)	2,733.00
			29135		CD PI & DEV'T ENG FEES-02/29/24	1,879.00
			29154	05298	PW FP MAINT YARD ACCESS ROA	695.00
			29155	05353	PW VARIOUS RESIDENTIAL STR. IN	3,082.52
			29156	05609	PW PAVEMENT MGMT SYSTEM UP	4,850.00
			29166	05614	PW BGVP CITY YARD IMPRO PROJ	15,269.50
			29168	05616	PW WELL #1 ION EXCHANGE PFAS	12,864.50
			29169	05611	PW PRE RFP CITY'S WIDE SYSTEM	8,510.00
			29170	05613	PW UPDATE 2021 WATER RATE AD	9,541.00



03/28/2024 9:39:53AM

**Voucher List**  
**CITY OF BELL GARDENS**

Page: 4

Bank code : common

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
189717	3/26/2024	005177 INFRASTRUCTURE ENGINEERS	(Continued) 29917		CD B&S PLAN CHECK-02/24	1,903.09
					<b>Total :</b>	<b>69,953.61</b>
189718	3/26/2024	010757 INFRASTRUCTURE, WSP USA ENVIRONM	S79100443	05420	CD CONSULTANT SRVC.ECRG GR/	125,224.16
					<b>Total :</b>	<b>125,224.16</b>
189719	3/26/2024	007466 INTER-GRAPHICS COMPANY	INV-0000327	05693	RCS SPRING 2024 BROCHURE	9,996.80
					<b>Total :</b>	<b>9,996.80</b>
189720	3/26/2024	010538 J. GALT, INC.	1244 1248		PW 25 LB POND CLEAR @ FP PON	573.74
					PW 25LB POND CLEAR @ FP PONI	573.74
					<b>Total :</b>	<b>1,147.48</b>
189721	3/26/2024	007252 LEAF	16242404		COPIER LEASE ALL DEPTS. 4/2024	1,169.94
					<b>Total :</b>	<b>1,169.94</b>
189722	3/26/2024	007252 LEAF	16242403		RCS COPIER LEASE 4/2024~	285.08
					<b>Total :</b>	<b>285.08</b>
189723	3/26/2024	008684 LGP EQUIPMENT RENTALS INC	129992		PW FUEL PROPANE/FORKLIFT PAF	32.02
					<b>Total :</b>	<b>32.02</b>
189725	3/26/2024	001695 LIBERTY UTILITIES CORP	200006841171 03112		RCS D.ORDONEZ 6535 PRIAM DR.	56.00
			200006888636 03112		RCS M.GONZALEZ 5810 AGRA ST.	70.33
			200006888768 03112		RCS T.VILLALVAZO 5837 AGRA ST.	162.40
			200006889642 03112		RCS E.GUZMAN 6224 AGRA ST	58.05
			200006891226 03112		RCS J.N.ANAYA 6646 CHALET DR.	111.25
			200006892323 03112		RCS R.GUTIERREZ 6512 EMIL AVE	47.82
			200006893354 03112		RCS T.ZAMORA 6608 FOSTER BRIC	82.60
			200006893420 03112		RCS I.GUTIERREZ 6644 FOSTER BI	47.82
			200006894386 03112		RCS C.BELTRAN 6440 GAGE AVE.	68.28
			200006894493 03112		RCS E.RODRIGUEZ 6558 GAGE AVI	84.65
			200006894576 03112		RCS L.MENDOZA 6714 GAGE AVE.	156.26
			200006895458 03112		RCS J.PARRA 6720 GRANGER AVE	74.42
			200006895581 03112		RCS R.VARGAS 6816 GRANGER AV	70.33
			200006896274 03112		RCS A.RUBIO 6515 HANNON ST.	90.79
			200006896571 03112		RCS R.LOPEZ 6719 HANNON ST.	70.33
			200006897439 03112		RCS A.CASTILLO 5526 LANTO ST.	90.79

03/28/2024 9:39:53AM

**Voucher List**  
**CITY OF BELL GARDENS**

Page: 5

Bank code : common

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
189725	3/26/2024	001695 LIBERTY UTILITIES CORP	(Continued)			
			200006897637 03112		RCS D.VERNER 5807 LANTO ST.	49.87
			200006898072 03112		RCS M.RETEGUIN 5928 LANTO ST.	43.73
			200006898122 03112		RCS R.BARAJAS 5951 LANTO ST.	125.57
			200006898312 03112		RCS E.TOSCANO 5968 LANTO ST	56.00
			200006901785 03112		RCS G.VIDRIO 6617 TOLER AVE	90.79
			200006902015 03112		RCS J.BARRIENTOS 6726 TOLER A	138.99
			200006902387 03112		RCS J.MAGANA 5539 WATCHER ST	58.05
			200006902510 03112		RCS A.PATTERSON 5572 WATCHER	45.77
			200006903096 03112		RCS J.M.BORRAYO 5940 WATCHER	123.52
			200006903799 03112		RCS M.MARTINEZ 6730 ALVINA ST.	49.87
			200006913137 03112		RCS I.GASTELUM 6320 AJAX AVE	64.19
			200006933861 03112		RCS Y.DAVILA 6559 SUVA ST.	70.33
			200006939678 03112		RCS C.FARIAS 6730 ALVINA ST.#B	47.82
			200006942011 03112		RCS K.ORDONEZ 6533 PRIAM DR.	62.14
			200006945907 03112		RCS J.BELTRAN 6913 HANNON ST.	88.74
			200006957258 03112		RCS J.CASTILLO 6818 HANNON ST	98.97
			200006990580 03112		RCS A. CORRALES 6563 CHALET D	56.00
			200007026921 03112		RCS G.MARISCAL 5934 WATHCER	58.05
			200007035823 03112		RCS H.FLORES 5563 WATCHER ST	74.42
			200007082429 03112		RCS T.SOLIZ 5516 WATCHER ST.	80.56
			200007109081 03112		RCS L.ZUNIGA 6661 CHARNER ST.	56.00
			200010579775 03112		RCS K.CRUIZ 7033 GRANGER AVE	68.28
			20006890194 03112		RCS J.CAMARENA 6732 ALVINA ST.	78.51
					<b>Total :</b>	<b>3,028.29</b>
189726	3/26/2024	001293 LIEBERT CASSIDY WHITMORE	261666		PROF SRVCS. RENDERED THROU	3,056.50
			263142		PROF SRVCS. RENDERED THROU	429.50
			263151		PROF SRVCS. RENDERED THROU	18,092.65
			263158		PROF SRVCS. RENDERED THROU	1,087.50
			263165		PROF SRVCS. RENDERED THROU	6,249.00
			263167		PROF SRVCS RENDERED THROUC	2,288.00
			263168		PROF SRVCS. RENDERED THROU	1,909.50
			263171		PROF SRVCS. RENDERED THROU	1,761.50
			263173		PROF SRVCS. RENDERED THROU	2,303.50
					<b>Total :</b>	<b>37,177.65</b>
189727	3/26/2024	009474 LOPEZ, EDITH	CPRS2024		RCS CONFRNC. REIMB	120.01

03/28/2024 9:39:53AM

**Voucher List**  
**CITY OF BELL GARDENS**

Page: 6

Bank code : common

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
189727	3/26/2024	009474 LOPEZ, EDITH	(Continued) CPRS2024B		RCS CONFRNC. MILEAGE REIMB.	144.05
					<b>Total :</b>	<b>264.06</b>
189728	3/26/2024	003249 LUBRANI, SAMANTHA L.	CD24-001		PLANNING COMM MTG. 02/24	600.00
					<b>Total :</b>	<b>600.00</b>
189729	3/26/2024	010670 MENDEZ, GUSTAVO	032024		CD REGULAR MTG. 03/20/24	100.00
					<b>Total :</b>	<b>100.00</b>
189730	3/26/2024	010981 MENDOZAS LAWNMOWER SHOP, MARTIN 4789			PW SRVC CHAIN SAW EQUIP	285.55
					<b>Total :</b>	<b>285.55</b>
189731	3/26/2024	010248 MICHAEL BAKER INTERNATIONAL	1207520	05341	PS GRANT MNGMT-LACDA 03/24	5,827.50
					<b>Total :</b>	<b>5,827.50</b>
189732	3/26/2024	010964 MODERN DATA PRODUCTS	001003937		PW CUSTODIAL SUPPL	655.99
					<b>Total :</b>	<b>655.99</b>
189733	3/26/2024	010474 MUNIZ, EFRAIN	030724	05658	RCS YTH BASKETBALL OFFICIALS	1,080.00
					<b>Total :</b>	<b>1,080.00</b>
189734	3/26/2024	010723 NIXON LOGISTICS INC.	245752	05694	PW TRUCKING SCHOOLING FOR E	2,100.00
					<b>Total :</b>	<b>2,100.00</b>
189735	3/26/2024	004672 OMEGA INDUSTRIAL SUPPLY INC.	155610		PW CUSTODIAL SUPPL	824.23
					<b>Total :</b>	<b>824.23</b>
189736	3/26/2024	008044 PAL PROGRAM	Ben599161		PAL PROGRAM: PAYMENT	205.00
					<b>Total :</b>	<b>205.00</b>
189737	3/26/2024	010687 PEREZ, STEPHANIE	2024.3.13		RCS SR.COMM MARCH MTG.	100.00
					<b>Total :</b>	<b>100.00</b>
189738	3/26/2024	010812 PLUMBING HEATING & A/C, NORWALK LA 332480VICTO		05685	PW UNIT #50 AND 51 REMOVE EXI:	2,939.96
					<b>Total :</b>	<b>2,939.96</b>
189739	3/26/2024	010552 POLYGRAPH LLC, HEARD'S INVESTIGATI	8656A 8656B		PD POLYGRAPH (4)	800.00
					PD POLYGRAPH (2)	400.00

03/28/2024 9:39:53AM

Voucher List  
CITY OF BELL GARDENS

Page: 7

Bank code : common

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
189739	3/26/2024	010552	010552 POLYGRAPH LLC, HEARD'S (Continued)		Total :	1,200.00
189740	3/26/2024	004140	PROLINE GYM FLOORS	3077	RCS YTH & ADULT BASKETBALL SUP	137.30
					Total :	137.30
189741	3/26/2024	005336	PUENTE, ANGEL	107	PD A. PUENTE SUPPL REIMB.FOR :	300.00
					Total :	300.00
189742	3/26/2024	010973	QUALITY JET ROOTER, INC.	15279	05691 PW REPL 4' FLANGE GATE VALVE (	3,150.00
					Total :	3,150.00
189743	3/26/2024	009416	RADIUS MAPS 4 LESS, VICENT P ACUNA 2024-18		RADIUS MAPS FOR MULTIPLE PAR	205.00
					Total :	205.00
189744	3/26/2024	009629	RAMIREZ, ERNESTO	2024.3.13	RCS SR. COMM MARCH MTG.	100.00
					Total :	100.00
189745	3/26/2024	000186	READYREFRESH BY NESTLE	04B6702768201	PW WATER FILTERING SRVC.@ FP	75.91
				04B6702768202	PW WATER FILTERING SRVC. @ B	75.91
				14C0032672065	RCS VETERANS PARK SUPPL	59.52
					Total :	211.34
189746	3/26/2024	006737	REYES, EVANGELINA	MAR 2024	PD TRNG. E.REYES LACPCA TRI-C	210.08
					Total :	210.08
189747	3/26/2024	008332	RICARDO EXTERMINATOR	0141330	PW EXTRM SRVC @ CH	60.00
				0141331	PW EXTRM. SRVC @ PD	60.00
				0141332	PW EXTRM SRVC @ GC	100.00
				0141333	PW EXTRM SRVC @ NYC	60.00
				0141334	PW EXTRM SRVC @ BGVP	170.00
				0141335	PW EXTRM SRVC @ SIERRA BLDG	100.00
				0141827	PW EXTRM SRVC @ FP	100.00
				0141829	PW EXTRM SRVC @ PARKVIEW TE	65.00
				014337	PW EXTRM SRVC @ PW	100.00
					Total :	815.00
189748	3/26/2024	010288	RJM DESIGN GROUP, INC.	36279	05499 RCS FP AQUATIC CTR. PROJ	4,272.00
					Total :	4,272.00

03/28/2024 9:39:53AM

**Voucher List**  
**CITY OF BELL GARDENS**

Page: 8

Bank code : common

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
189749	3/26/2024	010887 ROADS SAFE TRAFFIC SYSTEMS, INC	198642		PW JACKETS FOR CITY STAFF	633.00
					<b>Total :</b>	<b>633.00</b>
189750	3/26/2024	007259 ROBERT HALF	63357223	05713	HR TEMP SRVCS.-I.LOPEZ WEEK E	1,152.00
			63373737		TEMP SRVCS- I. LOPEZ FOR WEEK	912.00
					<b>Total :</b>	<b>2,064.00</b>
189751	3/26/2024	007761 ROBERTS, EDWARD	3/18/2024		PD TRNG E.ROBERTS SLI #2 APR 8	522.85
					<b>Total :</b>	<b>522.85</b>
189752	3/26/2024	008637 ROBERTSON'S READY MIX LTD	415501	05696	PW CONCRETE @ 5855 MULLE ST.	1,621.80
					<b>Total :</b>	<b>1,621.80</b>
189753	3/26/2024	005465 RPW SERVICES INC.	38403		PW INSPECT & TREAT @ GC/FP (FI	231.00
					<b>Total :</b>	<b>231.00</b>
189754	3/26/2024	010475 SANCHEZ FLORES, ANA M.	2024.3.13		RCS SR. COMM MARCG MTG	100.00
					<b>Total :</b>	<b>100.00</b>
189755	3/26/2024	008861 SHARE CORPORATION	262022		PW JANITORIAL SUPPL	777.32
					<b>Total :</b>	<b>777.32</b>
189756	3/26/2024	010678 SKYEBROWSE, INC	7E9ED969-0001	05688	PD SKYEBROWSE SUB.-DRONE	7,999.00
					<b>Total :</b>	<b>7,999.00</b>
189757	3/26/2024	002063 SMART & FINAL	099511		RCS STAR ST.PATRICK'S EVENT 3/	110.06
			110444		RCS 5K SUPPL	403.21
			392666		RCS SUPPL ASP FORD	47.67
			769599		RCS SUPPL ASP FORD	86.12
			833800		RCS SR.CTR. SHAMROCK FESR 3/	256.58
			880266		RCS SR. CTR.KARAOKE 3/15	69.63
					<b>Total :</b>	<b>973.27</b>
189758	3/26/2024	000913 SMITH PAINT	920001		PW PAINT SUPPL (FACILITIES)	64.54
			920339		RCS PAINT SUPPL (NYC)	727.22
			920778	05657	PW GRAFFITI PAINT & SUPPL	2,112.26
			920810		PW PAINT SUPPL (FACILITIES)	247.05
			921090		PW PAINT SUPPL (FACILITIES)	736.49

03/28/2024 9:39:53AM

Voucher List  
CITY OF BELL GARDENS

Page: 9

Bank code : common

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
189758	3/26/2024	000913 SMITH PAINT	(Continued)			
			921210		PW PAINT SUPPL (FACILITIES)	353.64
			921270		PW PAINT SUPPL (FACILITIES)	344.24
					<b>Total :</b>	<b>4,585.44</b>
189759	3/26/2024	002105 SPARKLETTS	9232598 031624		CD WATER SRVC. 03/24	55.93
					<b>Total :</b>	<b>55.93</b>
189760	3/26/2024	007335 STANDARDS COMMISSION, CALIF. BLDG	OCT-DEC2023		CD BLDG. STANDARDS ADM.SPECI	155.70
					<b>Total :</b>	<b>155.70</b>
189761	3/26/2024	000594 STATE DISBURSEMENT UNIT	Ben599165		GARNISHMENT: PAYMENT	1,005.22
					<b>Total :</b>	<b>1,005.22</b>
189762	3/26/2024	007554 STEAMX,LLC, MIKE J. MANCE	68185		PW SRVC EQUIP @ FP	342.47
					<b>Total :</b>	<b>342.47</b>
189763	3/26/2024	002169 SUPER A FOODS	0410		RCS SUPPL BGVP ASP	46.62
			0753		RCS SPRING FEST PAPER PLATES	9.91
			0754 031124		RCS NYC ASP SPRING FEST	134.53
			3843 031124		RCS FOOD PANTRY SUPPL	103.85
			4014 031224		RCS SUPPL BGVP ASP SPRING	236.03
					<b>Total :</b>	<b>530.94</b>
189764	3/26/2024	006334 TIERRA WEST ADVISORS, LLC	BG-ECRG-01023A	05372	ECRG GRANT- BERK OIL SITE- 10/2	7,758.75
			BG-ECRG-0723A	05372	ECRG GRANT-BERK OIL SITE 07/23	4,543.00
			BG-ECRG-0723B	05372	ECRG-GRANT-BERK OIL SITE-07/23	7,127.50
			BG-ECRG-0823A	05372	ECRG GRANT- BERK OIL SITE-08/2	7,553.75
			BG-ECRG-0823B	05372	ECRG- GRANT- BERK OIL SITE-08/2	6,687.50
			BG-ECRG-0923A	05372	ECRG GRANT- BERK OIL SITE-09/2	5,646.25
			BG-ECRG-0923B	05372	ECRG GRANT-BERK OIL SITE-09/23	6,456.25
			BG-ECRG-1023B	05372	ECRG GRANT- BERK OIL SITE- 10/2	6,470.00
			BG-ECRG-1123A	05372	ECRG GRANT- BERK OIL SITE-11/2	6,972.50
			BG-ECRG-1123B	05372	ECRG GRANT- BERK OIL SITE-11/2	7,347.50
			BG-ECRG-1223A	05372	ECRG GRANT- BERK OIL SITE-12/2	6,210.00
			BG-ECRG-1223B	05372	ECRG GRANT- BERK OIL SITE- 12/2	6,768.75
					<b>Total :</b>	<b>79,541.75</b>
189765	3/26/2024	006443 TOTAL EXTERMINATING INC.	96187		PW MNTLY SRVC @ CH & PD (BLA	170.00

03/28/2024 9:39:53AM

Voucher List  
CITY OF BELL GARDENS

Page: 10

Bank code : common

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
189765	3/26/2024	006443 TOTAL EXTERMINATING INC.	(Continued)			
			96188		PW MNTHLY SRVC @ CH & PD 3/20	195.00
			96189		PW MNTHLY SRVC @ FP/SPORTS	100.00
			96190		PW MNTHLY SRVC @ WATER WEL	70.00
			96191		PW MNTHLY SRVC @ PW (ANTS/OI	50.00
			96192		PW MNTHLY SRVC @ SIERRA BLDG	60.00
			96194		PW MNTHLY SRVC. @ BGVP (BLAC	125.00
			96195		PW MNTHLY SRVC @ NYC (BLACK	98.00
					<b>Total :</b>	<b>868.00</b>
189766	3/26/2024	007250 UTILIZATION INC., INDUSTRIAL WASTE	101635		PW DISPOSAL OF WATER BASE PA	823.50
					<b>Total :</b>	<b>823.50</b>
189767	3/26/2024	010970 WESTERN TURF EQUIPMENT	6193	05689	RCS UTILTIY VEHICLE - PRE-OWNE	9,507.50
					<b>Total :</b>	<b>9,507.50</b>
189768	3/26/2024	007585 WITHERS & SANDGREN LTD	3315		SPR NO.2023-072 LANDSCAPE SRV	300.00
					<b>Total :</b>	<b>300.00</b>
82 Vouchers for bank code : common						
						<b>Bank total : 816,679.35</b>
TRANSFER	3/21/2024	BANK OF THE WEST	P/R		NET PAYROLL	518,410.23
82 Vouchers in this report						
						<b>Total vouchers : 1,335,089.58</b>



**CITY OF BELL GARDENS  
OFFICE OF THE CITY MANAGER**

**AGENDA REPORT**

Item 5.

**TO:** Honorable Mayor and City Council Members  
**FROM:** Michael B. O'Kelly, City Manager  
**BY:** Manuel Carrillo, Director of Finance & Administrative Services  
**SUBJECT:** **WARRANT REGISTER SUCCESSOR AGENCY**  
**DATE:** April 8, 2024

**RECOMMENDATION:**

It is staff's recommendation that the Successor Agency Members receive and file the warrant register dated 03/12/24 and 03/26/2024.

**BACKGROUND/DISCUSSION:**

The attached warrant register is for 03/12/24 and 03/26/2024. The warrant register reflects the obligation of the Successor Agency to the Community Development Commission (Successor Agency) for the above referenced date.

**CONCLUSION:**

If the recommendation to the Successor Agency Members is approved, then the warrant register dated 03/12/24 and 03/26/2024 will be received and filed.

**FISCAL IMPACT:**

Warrant register	03/12/20/24	12944-12945	\$8,557.60
		<b>Total Voucher</b>	<b>\$8,557.60</b>
Warrant register	03/26/2024	12946	\$6,796.50
		<b>Total Voucher</b>	<b>\$6,796.50</b>
		<b>Grand Total Voucher</b>	<b>\$15,354.10</b>

**ATTACHMENTS:**

warrant register

**APPROVED ELECTRONICALLY BY:**

Michael B. O'Kelly, City Manager  
Stephanie Vasquez, City Attorney and/or Susie Altamirano, Assistant City Attorney



Manuel Carrillo, Director of Finance and Administrative Services

03/14/2024 8:57:15AM

**Voucher List**  
**CITY OF BELL GARDENS**

Page: 1

Bank code : cdckkg

<u>Voucher</u>	<u>Date</u>	<u>Vendor</u>	<u>Invoice</u>	<u>PO #</u>	<u>Description/Account</u>	<u>Amount</u>
12944	3/12/2024	009641 ORGANIZATION LLP, OLIVAREZ, MADRUC	24273		CD LEGAL-GENERAL 1/2024	2,768.50
Total :						2,768.50
12945	3/12/2024	005981 US BANK	2534264		BG CDC TRB 05A-INTEREST 37%	52,306.01
Total :						52,306.01
2 Vouchers for bank code : cdckkg						Bank total : 55,074.51
2 Vouchers in this report						Total vouchers : 55,074.51

Voucher List  
CITY OF BELL GARDENS

Page: 1

03/28/2024 9:06:20AM

Bank code : cdckg

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
12946	3/26/2024	006334 TIERRA WEST ADVISORS, LLC	BG-0123C	05590	CD SA PROPERTIES	292.50
			BG-0124A	05590	CD SA PROPERTIES	612.50
			BG-0423B	05590	CD-SA PROPERTIES	195.00
			BG-0423C	05590	CD SA PROPERTIES	2,992.50
			BG-1223A	05590	CD SA PROPERTIES	2,128.75
			BG-1223B	05590	CD SA PROPERTIES	575.25
Total :						6,796.50
1 Vouchers for bank code : cdckg						Bank total : 6,796.50
1 Vouchers in this report						Total vouchers : 6,796.50



**CITY OF BELL GARDENS  
OFFICE OF THE CITY MANAGER**

**AGENDA REPORT**

Item 6.

<b>TO:</b>	Honorable Mayor and City Council Members
<b>FROM:</b>	Michael B. O'Kelly, City Manager
<b>BY:</b>	Manuel Carrillo, Director of Finance and Administrative Services Jules Tak, Accounting Manager
<b>SUBJECT:</b>	<b>FEBRUARY 2024 TREASURER'S REPORT</b>
<b>DATE:</b>	April 8, 2024

**RECOMMENDATION:**

It is recommended that the City Council receive, approve, and file the February 2024 Treasurer's Report.

**BACKGROUND/DISCUSSION:**

The Treasurer's Report is a list of cash and investments held by the City as of February 29, 2024. Monthly reporting includes cash balances by fund and reconciled bank balances provided by Finance and Administrative Services.

**CONCLUSION:**

The February 29, 2024, Treasurer's Report has been presented to the City Council with a recommendation to receive, approve and file.

**FISCAL IMPACT:**

No fiscal impact.

**ATTACHMENTS:**

Exhibit 1 - Treasurer's Report February 2024

**APPROVED ELECTRONICALLY BY:**

Michael B. O'Kelly, City Manager  
Stephanie Vasquez, City Attorney and/or Susie Altamirano, Assistant City Attorney  
Manuel Carrillo, Director of Finance and Administrative Services

CITY OF BELL GARDENS  
TREASURER'S REPORT FOR  
CASH, INVESTMENT PORTFOLIO,  
AND RESTRICTED BOND CASH  
FEBRUARY 29, 2024

CITY CASH

<u>ACCOUNT</u>	<u>INSTITUTION</u>	<u>BALANCE</u>	<u>RATE</u>
MARKET - 4823	BMO	\$ 21,930,391.96	1.00%
COMMON CHK - 9658	BMO	384,424.41	1.00%
PAYROLL - 4162	BMO	0.00	1.00%
LA CLEAR - 6488	BMO	401,202.59	1.00%
	<b>TOTAL</b>	<b>\$ 22,716,018.96</b>	

CITY INVESTMENT

<u>ISSUER</u>	<u>BOOK VALUE</u>	<u>FACE VALUE</u>	<u>MARKET VALUE</u>	<u>PERCENT OF PORTFOLIO</u>	<u>MAT. DATE</u>	<u>STATED RATE</u>
LOCAL AGENCY INVESTMENT FUNDS - 065	\$ 20,292,926.75	\$ 20,292,926.75	\$ 20,292,926.75	100.00%	N/A	1.772%
<b>TOTAL</b>	<b>\$ 20,292,926.75</b>	<b>\$ 20,292,926.75</b>	<b>\$ 20,292,926.75</b>	<b>100.00%</b>		

CITY TOTAL CASH AND INVESTMENT      **\$ 43,008,945.71**

5

CASH WITH FISCAL AGENT- US BANK (CORPORATE TRUST SERVICES) RESTRICTED BOND CASH

<u>ACCOUNT NAME</u>	<u>BOOK VALUE</u>	<u>FACE VALUE</u>	<u>MARKET VALUE</u>	<u>RATE</u>
WATER REF.REV. BONDS SERIES 2004 Res - 4003	398,440.04	398,440.04	398,440.04	0.000%
WATER REF. REV. BONDS SERIES 2004 Rev - 4000	1.60	1.60	1.60	0.000%
WATER REF.REV. BONDS SERIES 2004 INT - 4001	9.88	9.88	9.88	0.000%
LEASE REV REF BONDS SERIES 2005 Res - 8005	437,825.67	437,825.67	437,825.67	0.000%
LEASE REV REF BONDS SERIES 2015A - 7000	0.39	0.39	0.39	0.000%
<b>TOTAL</b>	<b>\$ 836,277.58</b>	<b>\$ 836,277.58</b>	<b>\$ 836,277.58</b>	

CITY OF BELL GARDENS  
TREASURER'S REPORT FOR  
CASH, INVESTMENT PORTFOLIO,  
AND RESTRICTED BOND CASH  
FEBRUARY 29, 2024

SUCCESSOR to CDC CASH

ACCOUNT	INSTITUTION	BALANCE	RATE
MARKET - 6703	BMO	\$ 1,037,762.62	1.00%
COMMON CHK - 2703	BMO	3.09	1.00%
	TOTAL	\$ 1,037,765.71	

SUCCESSOR to CDC INVESTMENT

ISSUER	BOOK VALUE	FACE VALUE	MARKET VALUE	PERCENT OF PORTFOLIO	DAYS TO MAT.	STATED RATE
LOCAL AGENCY INVESTMENT FUNDS - 054	\$ 660,635.39	\$ 660,635.39	\$ 660,635.39	100.00%	N/A	1.772%
TOTAL	\$ 660,635.39	\$ 660,635.39	\$ 660,635.39	100.00%		

TOTAL CASH AND INVESTMENT \$ 1,698,401.10

CASH WITH FISCAL AGENT- US BANK (CORPORATE TRUST SERVICES) RESTRICTED BOND CASH

ACCOUNT NAME	BOOK VALUE	FACE VALUE	MARKET VALUE	RATE
CDC TARR BOND CC RED AR RES A/C 2014 B - 6003	615,010.36	615,010.36	615,010.36	0.00%
CDC TARR BOND CC RED AR REV A/C 2014 B - 6000	0.12	0.12	0.12	0.00%
CDC 2ND SUB TARR B CC RES A/C 2014 C - 7003	1,110,062.52	1,110,062.52	1,110,062.52	0.00%
CDC 2ND SUB TARR B CC REV A/C 2014 C - 7000	0.32	0.32	0.32	0.00%
TOTAL	\$ 1,725,073.32	\$ 1,725,073.32	\$ 1,725,073.32	

ACCOUNT NAME	BOOK VALUE	FACE VALUE	MARKET VALUE	RATE
FIN. AUTH. TRB REV A/C 2005 SERIES(A) - 8000	\$ 6.49	\$ 6.49	\$ 6.49	0.00%
FIN. AUTH. TRB RES A/C 2005 SERIES(A) PR 1 - 8004	193,953.26	193,953.26	193,953.26	0.00%
FIN. AUTH. TRB RES A/C 2005 SERIES(A) CC - 7003	421,155.53	421,155.53	421,155.53	0.00%
TOTAL	\$ 615,115.28	\$ 615,115.28	\$ 615,115.28	

CITY OF BELL GARDENS  
TREASURER'S REPORT FOR  
CASH, INVESTMENT PORTFOLIO,  
AND RESTRICTED BOND CASH  
FEBRUARY 29, 2024

ACCOUNT ACTIVITY - BY TYPE

CITY CASH

ACCOUNT	INSTITUTION	BEGINNING BALANCE	+ DEPOSITS	(-) WITHDRAWALS	ENDING BALANCE	RATE
MARKET - 4823	BMO	\$ 21,286,251.12	\$ 4,559,867.10	\$ (3,915,726.26)	\$ 21,930,391.96	1.00%
COMMON CHK - 9658	BMO	894,523.63	2,747,418.36	(3,257,517.58)	384,424.41	1.00%
PAYROLL - 4162	BMO	0.00	1,118,322.55	(1,118,322.55)	0.00	1.00%
LA CLEAR - 6488	BOW - BMO(Eff 9/5/23)	401,196.23	6.36	0.00	401,202.59	
	TOTAL	\$ 22,581,970.98	\$ 8,425,614.37	\$ (8,291,566.39)	\$ 22,716,018.96	

CITY INVESTMENT

ISSUER	BEGINNING BALANCE	+ DEPOSITS/ PURCHASES	(-) WITHDRAWALS/ SALES/ MATURITIES (+)(-) CHANGES WITHIN FUNDS	ENDING BALANCE	STATED RATE
LOCAL AGENCY INVESTMENT FUNDS - 065	\$ 20,292,926.75	\$ 0.00	\$ 0.00	\$ 20,292,926.75	1.772%
TOTAL	\$ 20,292,926.75	\$ 0.00	\$ 0.00	\$ 20,292,926.75	

CASH WITH FISCAL AGENT- US BANK (CORPORATE TRUST SERVICES) RESTRICTED BOND CASH

ACCOUNT NAME	BEGINNING BALANCE	+ INTEREST/ DEPOSITS/ PURCHASES	(-) ADM.FEES/ WITHDRAWALS/ SALES/ MATURITIES	ENDING BALANCE	RATE
WATER REF. REV. BONDS SERIES 2004-Rev - 4003	398,438.35	1.69	0.00	398,440.04	0.000%
WATER REF. REV. BONDS SERIES 2005 - 4000	1.60	0.00	0.00	1.60	0.000%
WATER REF. REV. BONDS SERIES 2004 INT - 4001	9.88	0.00	0.00	9.88	
LEASE REV REF BONDS SERIES 2005 Res - 8005	437,823.81	1.86	0.00	437,825.67	0.000%
LEASE REV REF BONDS SERIES 2015A - 7000	0.39	0.00	0.00	0.39	
	\$ 836,274.03	\$ 3.55	\$ 0.00	\$ 836,277.58	

CITY OF BELL GARDENS  
TREASURER'S REPORT FOR  
CASH, INVESTMENT PORTFOLIO,  
AND RESTRICTED BOND CASH  
FEBRUARY 29, 2024

ACCOUNT ACTIVITY - BY TYPE

SUCCESSOR to CDC CASH

ACCOUNT	INSTITUTION	BEGINNING BALANCE	+ DEPOSITS	(-) WITHDRAWALS	ENDING BALANCE	RATE
MARKET - 6703	BMO	\$ 1,046,407.62	\$ 4,518.85	\$ (13,163.85)	\$ 1,037,762.62	1.00%
COMMON CHK - 2703	BMO	3.08	13,163.86	(13,163.85)	3.09	1.00%
		<u>\$ 1,046,410.70</u>	<u>\$ 17,682.71</u>	<u>\$ (26,327.70)</u>	<u>\$ 1,037,765.71</u>	

ISSUER	BEGINNING BALANCE	+ DEPOSITS PURCHASES	(-) WITHDRAWALS/ SALES/ MATURITIES	ENDING BALANCE	STATED RATE
LOCAL AGENCY INVESTMENT FUNDS - 054	\$ 660,635.39	\$ 0.00	\$ 0.00	\$ 660,635.39	1.772%
TOTAL	<u>\$ 660,635.39</u>	<u>\$ 0.00</u>	<u>\$ 0.00</u>	<u>\$ 660,635.39</u>	

CASH WITH FISCAL AGENT- US BANK (CORPORATE TRUST SERVICES) RESTRICTED BOND CASH

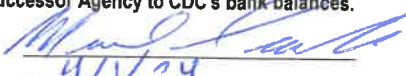
ACCOUNT NAME	BEGINNING BALANCE	+ INTEREST/ DEPOSITS/ PURCHASES/ MARKET GAIN	(-) ADM.FEES/ WITHDRAWALS/ SALES/ MATURITIES/ (MARKET LOSS)	ENDING BALANCE	RATE
CDC TARR BOND CC RED AR RES A/C 2014 B - 6003	615,007.75	2.61	0.00	615,010.36	0.00%
CDC TARR BOND CC RED AR REV A/C 2014 B - 6000	69,375.00	0.12	(69,375.00)	0.12	0.00%
CDC 2ND SUB TARR B CC RES A/C 2014 C - 7003	1,110,057.81	4.71	0.00	1,110,062.52	0.00%
CDC 2ND SUB TARR B CC REV A/C 2014 C - 7000	178,445.70	0.32	(178,445.70)	0.32	0.00%
TOTAL	<u>\$ 1,972,886.97</u>	<u>\$ 7.76</u>	<u>\$ (247,821.41)</u>	<u>\$ 1,725,073.32</u>	

ACCOUNT NAME	BEGINNING BALANCE	+ INTEREST/ DEPOSITS/ PURCHASES/ MARKET GAIN	(-) ADM.FEES/ WITHDRAWALS/ SALES/ MATURITIES/ (MARKET LOSS)	ENDING BALANCE	RATE
FIN. AUTH. TRB REV FUND 2005 SERIES A - 8000	\$ 6.49	\$ 0.00	\$ 0.00	\$ 6.49	0.00%
FIN. AUTH. TRB INT A/C 2005 SERIES A PR 1 - 8004	193,952.44	0.82	0.00	193,953.26	0.00%
FIN. AUTH. TRB RES A/C 2005 SERIES A CC - 7003	421,153.74	1.79	0.00	421,155.53	0.00%
TOTAL	<u>\$ 615,112.67</u>	<u>\$ 2.61</u>	<u>\$ 0.00</u>	<u>\$ 615,115.28</u>	

In compliance with California Government Code Section 53646, as the City Treasurer of City of Bell Gardens, I hereby certify that sufficient investment liquidity and anticipated revenues are available to meet the City's and Successor to CDC's expenditure requirements for the next six months, and that all investments are in compliance of the City's Statement of Investment Policy. I also certify that this report reflects all Government Agency pooled investments and all City's and Successor Agency to CDC's bank balances.

Manuel Carillo  
City Treasurer

Sign:  
Date:

  
4/1/24





**CITY OF BELL GARDENS  
OFFICE OF THE CITY MANAGER**

**AGENDA REPORT**

Item 7.

**TO:** Honorable Mayor and City Council Members  
**FROM:** Michael B. O'Kelly, City Manager  
**BY:** Gustavo J. Romo, Deputy City Manager/Community Development Director  
**SUBJECT:** **A RESOLUTION APPROVING THE 2023 BELL GARDENS GENERAL PLAN ANNUAL PROGRESS REPORT**  
**DATE:** April 8, 2024

**RECOMMENDATION:**

It is staff's recommendation that the City Council adopt the attached resolution approving and consenting to the submission of the 2023 Bell Gardens General Plan Annual Progress Report to the State of California.

**BACKGROUND/DISCUSSION:**

California Government Code Section 65400 mandates that all jurisdictions submit an annual report on the status of the General Plan and progress in its implementation to their legislative bodies, the Governor's Office of Planning and Research (OPR) and the Housing and Community Development (HCD). Only charter cities are exempt from the requirement to prepare Annual Progress Reports (APRs) unless the charter stipulates otherwise (Government Code Section 65700).

The objective of the APR is to summarize the promotion of infill development, reuse, and redevelopment. This emphasis is especially focused on underserved areas, keeping at the forefront cultural and historic resource(s) preservation, the protection of the natural environment and resources, and encouragement of efficient development patterns within cities.

The APR provides local legislative bodies with information regarding the implementation of the General Plan for their city or county. APRs must be presented to the local legislative body for its review and acceptance, usually as a consent or discussion item on a regular meeting agenda. Therefore, the APR should provide enough information for decision makers to assess how the General Plan was implemented during the 12-month reporting period and how land use decisions relate to adopted goals, policies, and implementation measures of the General Plan. The APRs should also provide enough information to identify necessary "course adjustments" or modifications to the General Plan and means to improve local implementation.

**PLANNING COMMISSION REVIEW**

During the 2023 Calendar Year, the Planning Division activity was as follows:

<b>PLANNING DIVISION</b>	
Type 1 & Type 2 Site Plan Reviews	77
Type 3 Site Plan Reviews	2
Conditional Use Permits	10
Variances	1
Ordinances	5

Special Event Type 1	17
Environmental Documents	1
Business License Zoning Compliances	74

The Planning Commission held eight (8) meetings, one (1) special meeting, and considered 10 public hearing agenda items in 2023. Major items considered and recommended to the City Council included:

- Art in Public Places for community investment and culture expression with development;
- Community Pedestrian and Bicycle Safety Training Program partnership;
- An ordinance for streamlined review and clarity for alternative residential vehicle parking locations to accommodate housing development;
- An ordinance to conditionally permit cannabis retail uses in certain zones for economic development and commercial enterprise;
- An ordinance to comply with state requirements provided in AB 2097 to expand exceptions to minimum parking requirements to accommodate orderly development, including housing, promote transit ridership, and reduce over-reliance on automobiles; and
- An ordinance to expand definitions of automobile body shop and repair uses to permit or conditionally permit certain storage of automobile to promote economic vitality and promote minimizing the impact of over-utilized public right-of-way parking and storage in residential neighborhoods.

During a regularly scheduled meeting, the Planning Commission considered the content of the 2023 Bell Gardens General Plan APR as a consent item on the February 21, 2024, published agenda. The Planning Commission voted to recommend the City Council consent to the report's filing and its submission to the state with Resolution #PC 2024-08 (Exhibit 3).

## ENVIRONMENTAL REVIEW

Pursuant to the California Environmental Quality Act (CEQA), Guidelines Section No. 15306 (Class 6, Information Collection), this report is categorically exempt from the application of CEQA. *Class 6 consists of basic data collection, research, experimental management, and resource evaluation activities which do not result in a serious or major disturbance to an environmental resource. These may be strictly for information gathering purposes, or as part of a study leading to an action which a public agency has not yet approved, adopted, or funded.* Categorical exemptions are for projects that have been determined to not have a significant effect on the environment, and as this report is solely for the purpose of information sharing, the collection of information is exempt from the requirement for the preparation of environmental documentation.

## CONCLUSION:

Once a local legislative body has accepted the APR, local governments must submit a copy to OPR and HCD. The APR gives OPR the opportunity to identify statewide trends in land use decision making and how local planning and development activities relate to statewide planning goals and policies. APRs may identify needed modifications and improvements to OPR's General Plan Guidelines. In addition, OPR is able to track progress on a local jurisdiction's comprehensive General Plan update using information provided in the APR.

Staff recommends accepting the APR by adopting a resolution to consent to the APR's submission to the California OPR and HCD.

## FISCAL IMPACT:

There are no fiscal impacts from the preparation, approval, or submission of an APR that conforms to the California

Government Code and complies with the standards required to meet California's annual reporting guidelines and recommended best practices.

**ATTACHMENTS:**

Exhibit 1 - Resolution No. 2024-16

Exhibit 2 - 2023 General Plan Annual Progress Report

Exhibit 3 - Resolution #PC 2024-08

**APPROVED ELECTRONICALLY BY:**

Michael B. O'Kelly, City Manager

Stephanie Vasquez, City Attorney and/or Susie Altamirano, Assistant City Attorney

Manuel Carrillo, Director of Finance and Administrative Services

## **RESOLUTION NO. 2024-16**

### **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BELL GARDENS, CALIFORNIA, APPROVING AND CONSENTING TO THE SUBMISSION OF THE 2023 GENERAL PLAN ANNUAL PROGRESS REPORT AND TO THE STATE OF CALIFORNIA**

**WHEREAS**, Bell Gardens (“City”) General Plan is required by State Law and is a blueprint for meeting the community’s long-term vision for the future;

**WHEREAS**, the approval, and submission, of the City’s General Plan Annual Progress Report (“APR”) is necessary pursuant to California Government Code Section 65400 et seq. that requires all municipalities and jurisdictions within the state to annually review and provide General Plan APRs by April 1<sup>st</sup> each year;

**WHEREAS**, the objective of the APR is to summarize improvement activity and encourage efficient development patterns within the City;

**WHEREAS**, the APR provides the legislative body with information to explain how land use decisions relate to the General Plan’s adopted goals, policies, and implementation measures, provides information for necessary local jurisdiction course adjustments to the General Plan, and gives the California Office of Planning and Research (“OPR”) the opportunity to identify statewide trends;

**WHEREAS**, a draft APR was prepared for review, presentation and discussion;

**WHEREAS**, the Planning Commission adopted Resolution #PC 2024-08 recommending that the City Council review and accept the APR and consent to its submission; and

**WHEREAS**, pursuant to the California Environmental Quality Act (“CEQA”), Guideline Section No. 15306 (Class 6, Information Collection), the APR’s preparation, presentation, and submission are categorically exempt from the CEQA requirement for the preparation of environmental documentation.

**NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Bell Gardens as follows:**

**SECTION 1.** The City Council finds that the above recitals are true and correct and incorporate them herein.

**SECTION 2.** The City Council finds that the 2023 General Plan APR was prepared in accordance with Government Code Section 65400 and state provisions that mandate an annual report on the status of the General Plan and progress in its implementation.

**SECTION 3.** The City Council hereby approves the 2023 General Plan APR and directs the Community Development Director to file the report and submit the document to the Governor's Office of Planning and Research (OPR) and the Housing and Community Development (HCD).

**SECTION 4.** The City Council finds these actions to be categorically exempt from the application of CEQA pursuant to the CEQA Guidelines Section No. 15306 (Class 6, Information Collection), this report is categorically exempt from the application of CEQA. *Class 6 consists of basic data collection, research, experimental management, and resource evaluation activities which do not result in a serious or major disturbance to an environmental resource. These may be strictly for information gathering purposes, or as part of a study leading to an action which a public agency has not yet approved, adopted, or funded.* Categorical exemptions are for projects that have been determined to not have a significant effect on the environment, and as this report is solely for the purpose of information sharing, the collection of information is exempt from the requirement for the preparation of environmental documentation.

**SECTION 5.** The City Clerk shall attest and certify to the passage and adoption of this Resolution, enter it into the book of original Resolutions, and it shall become effective immediately upon its approval.

**PASSED, APPROVED AND ADOPTED** this 8<sup>th</sup> day of April 2024.

**THE CITY OF BELL GARDENS**

\_\_\_\_\_  
Jorgel Chavez, Mayor

**APPROVED AS TO FORM:**

**ATTEST:**

\_\_\_\_\_  
Stephanie Vasquez  
City Attorney

\_\_\_\_\_  
Daisy Gomez  
City Clerk

*[Signatures on the following page]*

I, \_\_\_\_\_, City Clerk of the City of Bell Gardens, hereby CERTIFY that **City Council Resolution No.** \_\_\_\_\_ was adopted by the Bell Gardens City Council at a **regular** meeting of the City Council held on \_\_\_\_\_, and was approved and passed by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:



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## **2023    *General Plan Annual Progress Report***

### **Prepared by:**

Community Development Department –  
Planning Division  
7100 Garfield Avenue  
Bell Gardens, CA 90201

### **Submitted to:**

City of Bell Gardens – City Council,  
April 8, 2024



## Table of Contents

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<b>Introduction . . . . .</b>	<b>1</b>
Executive Summary . . . . .	1
Background . . . . .	1
Department Organizational Chart . . . . .	3
<b>Overview of General Plan . . . . .</b>	<b>4</b>
<b>Summary of Recently Completed and Active Zoning Amendments, and Active Long-Range Projects . . . . .</b>	<b>4</b>
General Plan and Ordinance Amendments in 2023 . . . . .	4
2024 Pending General Plan Amendments . . . . .	6
2024 Pending Ordinance Amendments . . . . .	7
Long-Range Project of Interest . . . . .	8
<b>Summary of 2023 Active Development Interests . . . . .</b>	<b>9</b>
<b>Review of the City's Progress in Meeting the Regional Housing Need Allocation (RHNA) Objectives . . . . .</b>	<b>9</b>
<b>Implementation Status . . . . .</b>	<b>10</b>
Chapter 1: Land Use Element. . . . .	10
Chapter 2: Housing Element. . . . .	11
Chapter 3: Circulation Element. . . . .	11
Chapter 4: Open Space and Recreation Element . . . . .	12
Chapter 5: Conservation Element . . . . .	25
Chapter 6: Safety Element. . . . .	27
Chapter 7: Noise Element . . . . .	29
<b>Conclusion . . . . .</b>	<b>31</b>





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## Introduction

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### **Executive Summary:**

California Government Code Section 65400 et seq. requires all municipalities and jurisdictions within the state to annually review the General Plan. An annual report should be prepared for review and approval by the Planning Commission/City Council and forwarded to the State Office of Planning and Research (OPR) and the State Department of Housing and Community Development (HCD) office.

The General Plan Progress Report provides for the annual review of the General Plan to assess the level of implementation and effectiveness of the General Plan as a guide for each of its individual elements (land use, circulation, housing, conservation, open space, noise, and safety), and the efficient expenditure of public funds. This General Plan Progress Report summarizes the General Plan implementation progress for 2023. The General Plan Progress Report also provides information regarding the City's progress in meeting its share of RHNA objectives.

Pursuant to State law, this report must be submitted to the City Council, OPR and HCD. The Annual Progress Report includes the following elements:

1. Overview of General Plan background and status, including a summary of recently completed and active General Plan Amendments; and
2. A summary of recently completed and active Zoning Text Ordinance amendments, and Active Long-Range Projects; and
3. A summary of 2023 Active Development Projects of Interest; and
4. A review of the City's progress in meeting the regional housing need allocation objective.

This report is prepared by the Community Development Department's (CDD) Planning Division to provide information on the measurable outcomes and actions associated with the implementation of all the General Plan elements. It will also review the activities of the CDD inclusive of the Planning Division, Building and Safety, Economic Development and Housing, and Code Enforcement; as well as implementations made by the Bell Gardens Police Department, Public Works Department and Recreation and Community Services Department.

### **Background:**

The General Plan is the City's official policy that sets out a vision to guide future development in the City. Local governments are required to keep their General Plan current and internally consistent, and City actions must be consistent with this plan.



Every municipality has a general plan that guides the local government for meeting the community's long-term vision and goals for the future. It serves as a foundational resource to help jurisdictions draft and update their plans of action.

The General Plan contains the seven mandatory elements – including: Land Use, Open Space, Conservation, Housing, Circulation, Noise, and Safety (including seismic). Table 1 reflects the Bell Gardens General Plan updates, and an added optional element: Environmental Justice.

**Table 1: Bell Gardens General Plan Elements and Updates**

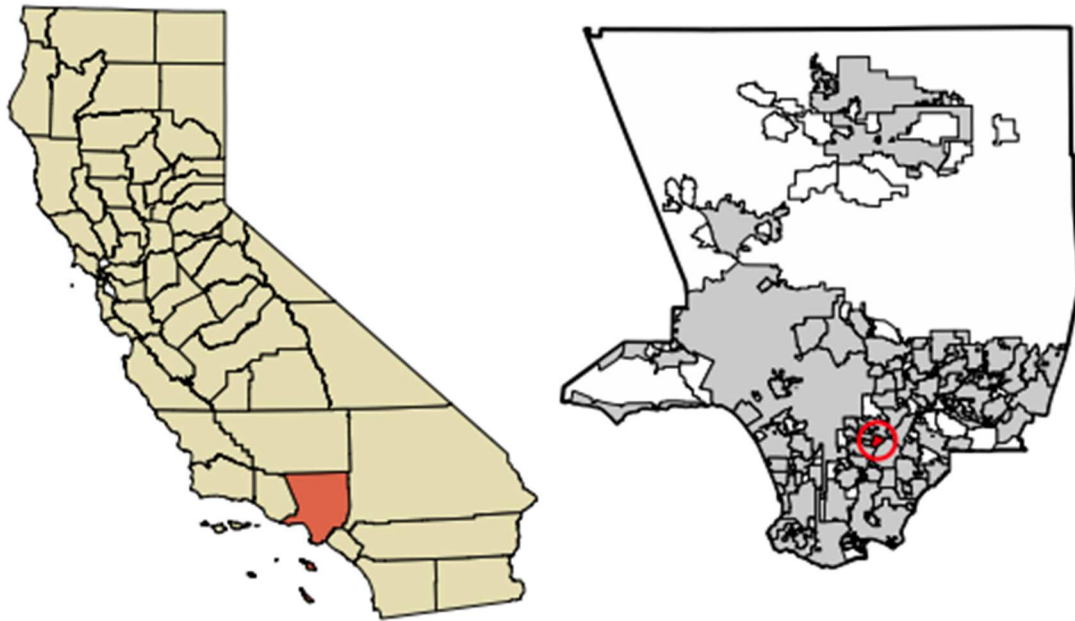
<b>Bell Gardens City Incorporation</b>	<b>1961</b>
<b>ELEMENT</b>	<b>YEAR ADOPTED   UPDATED</b>
General Plan – Comprehensive	1995
Chapter 1 – Land Use	1995
Chapter 2 – Housing	6 <sup>th</sup> Cycle, 2022
Chapter 3 – Circulation	2022
Chapter 4 – Open Space and Recreation	1995
Chapter 5 – Conservation	1995
Chapter 6 – Safety	1995
Chapter 7 – Noise	1995
<i>Chapter 8 – Environmental Justice</i>	<i>Anticipated April 2024</i>
<b>Community Plans / Overlays / General Updates</b>	
<i>Land Use Language Amendment</i>	<i>Forthcoming Late 2024</i>

Bell Gardens was incorporated as a general law city in 1961, and at the time of incorporation the City's population was approximately 27,000. The City of Bell Gardens has a total land area of 1,536 acres, or 2.4 square miles. According to the 2018 ACS five-year estimates, there were 9,877 housing units in the City and a population of 42,449.

The City of Bell Gardens is located in the southern portion of Los Angeles County, approximately 13 miles southeast of the Los Angeles Civic Center. The City is bounded by the City of Commerce on the north, Downey on the east, South Gate on the south, and the Cities of Bell and Cudahy on the west. The City's corporate boundaries are generally delineated by man-made barriers, including the Southern Pacific Railroad to the north, the Rio Hondo River flood control channel to the east, and the Los Angeles River flood control channel and Interstate 710 to the west.

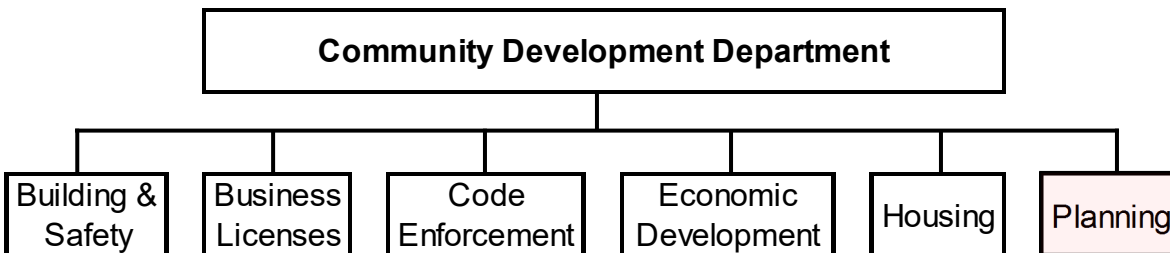


**Figure 1: Bell Gardens Regional Location**



The majority of the new residential construction will occur on land that is presently developed since few vacant sites within the City remain. Efforts to provide updated commercial, industrial and adequate and affordable housing continues to be a priority of the.

**Department Organizational Chart:**



**Acceptance Date:**

The 2023 General Plan Annual Progress Report was presented to the Planning Commission as a consent item on February 21, 2024, reviewed by the City Council on April 8, 2024, and adopted by the City Council on April 8, 2024.



## Overview of General Plan

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### Overview:

The General Plan is the City's official policy that sets out a vision to guide future development in the City. Local governments are required to keep their General Plans current and internally consistent, and City actions must be consistent with this plan.

The Bell Gardens General Plan was adopted in July 1995. The Circulation Element was updated in April 2022 and the Housing Element in February 2022. The adopted Housing Element was then certified by HCD in August 2022. The City's official Land Use and Zoning Maps were adopted on January 23, 2023. An Environmental Justice Element (anticipated to be presented to the Planning Commission at the April 17, 2024) is currently under development.

## Summary of Recently Completed and Active Zoning Amendments, and Active Long-Range Projects

---

### General Plan and Ordinance Amendments in 2023:

In 2023 there were several resolutions pertaining to the General Plan, City-wide and site specific.

**Table 2: 2023 General Plan and Zoning Related Resolutions**

Resolution Number	Address	Description	File Number
2022-13	City-wide	Ordinance No. 929: General Plan / Zoning Consistency Amendment	2021-063
2023-01	City-wide	Ordinance No. 931: Art in Public Places	2023-003
2023-02	City-wide	2022 Annual Progress Report	2023-006
2023-03	City-wide	Ordinance No. 933: Residential Vehicle Parking Back-up Clearance	2023-024
2023-04	City-wide	Ordinance No. 934: Commercial Cannabis	2023-040
2023-06	City-wide	Ordinance No. 937: Automobile Storage	2023-062
2023-07	City-wide	Ordinance No. 938: Assembly Bill ("AB") 2097 Parking Exception Expansion	2023-050
2023-09	City-wide	Planning Commission Bylaws Amendment	

### Ordinance No. 929 – General Plan / Zoning Consistency Amendment (Exhibit 1):

The Bell Gardens General Plan's Land Use Element was last revised in 1995 and indicates the location and extent of permitted land uses and development within the City, whilst the



Housing Element and Circulation and Transportation Element updates were both adopted in 2022.

The City's Planning Commission held a duly noticed public hearing on November 16, 2022, to consider a recommendation of approval of the General Plan and the Zoning Code amendments, the adoption of an official zoning map, and the adoption of the environmental document to the Council. The Planning Commission adopted a resolution recommend affirmative City Council action to update official land use and zoning maps, approve a General Plan amendment, and consider a Zoning Code amendment introduced with Ordinance No. 929 to amend Title 9 Zoning and Planning of the Bell Gardens Municipal Code (BGMC) in keeping with previous actions to meet the City's development and growth management goals.

The City Council, upon second hearing, unanimously adopted an ordinance amending Title 9 of the BGMC (the General Plan / Zoning Consistency Amendment) on January 23, 2023.

The amendments would improve the Zoning Code, make it more user-friendly and consistent with the Bell Gardens General Plan, and economically viable since fewer discretionary entitlements will be necessary due to land use and zoning inconsistencies, and create greater opportunities for housing and higher density development.

Ordinance No. 931 – Art in Public Places Ordinance (Exhibit 2):

The City Council requested guidance for establishing an ordinance for a public art program to expand the City's artistic and cultural resources and to enhance the built environment and quality of life as new development occurs.

The ordinance would further the goals and objectives of and be consistent with the Bell Gardens General Plan to ensure the needs of the residents are met by expanding the opportunities for residents and visitors to experience artistic, historic, and cultural aspects of the City through the placement of artwork associated with new and revitalization development. With the understanding that developers would include into their budget for such a scope or fee and expect them as a part of a growing and thriving city, the Bell Gardens City Council adopted Ordinance No. 931 (Art in Public Places) on March 13, 2023.

Ordinance No. 933 – Residential Vehicle Parking Back-up Clearance (Exhibit 3):

To accommodate a mix of housing types and facilitate needed housing production, staff prepared Ordinance No. 933 that proposed to remove specialized rear yard requirements and adding clarity to back-up clearance standards for residential parking. This update would streamline the efficient review of entitlement requests and help prevent obstructions to traffic and safety.

On July 21, 2023, City Council adopted Ordinance No. 933, that promotes Circulation Element Policy M 5.2, which underscores the City's commitment to require that new developments provide off-street parking for new residential units as it would encourage developers to utilize existing public infrastructure for vehicle maneuvering purposes only while maintaining on-site residential parking for fewer attractions to block the public right-of-



way. Developers may also use the clarity and residential parking layout alternative to provide higher density. Accommodating higher density would be supportive of the Housing Element and Bell Gardens' share of the Regional Housing Needs Allocation ("RHNA") approved by the State on January 22, 2021. Due to the built-out nature of the City, a nominal population increase is projected. The Southern California Association of Governments ("SCAG") prepared anticipated population projections when developing RHNA goals. SCAG forecasts a population growth for the City of 1.04% over the next 25 years with an estimated population of approximately 44,300 in 2045 and apportioned a share 503 units for all income categories of the region's needs. The adopted ordinance enables the City to deploy tools that comply with the state mandate to adequately address the projected growth during the June 30, 2021, through October 15, 2029, planning period.

#### Ordinance No. 934 – Commercial Cannabis (Exhibit 4):

On September 18, 2022, the Governor approved the Medicinal Cannabis Patients' Right of Access Act (Senate Bill No. 1186), which went into effect on January 1, 2024, prohibiting municipalities from enacting regulations that unreasonably restrict access to medicinal cannabis by delivery service to patients or their primary caregivers. Cal. Bus. & Prof. Code § 26322(a).

In response to Senate Bill No. 1186, the City Council, during its May 8, 2023, regular meeting, provided direction for staff to draft an ordinance that would regulate commercial retail cannabis activity citywide.

Staff presented an administrative draft of Ordinance No. 934 at a duly noticed Planning Commission special meeting on May 30, 2023; and the item had its first hearing at the City Council on June 26, 2023. The City Council adopted Ordinance No. 934 on July 24, 2023. The Ordinance removes certain prohibitions regarding retail cannabis storefronts and adds provisions that authorize appropriate land use standards and business operating standards for commercial cannabis activity in the City and provides a process for entitlement requests (inclusive of development agreements) and business regulatory permits, respectively, subject to strict compliance with state and local laws and regulations.

#### Ordinance No. 937 – Automobile Storage (Exhibit 5):

To accommodate overflow vehicle parking/storage for automobile repair, Ordinance No. 937 was adopted by City Council on October 23, 2023, to clarify overflow vehicle parking/storage for automobile repair facilities as an accessory or primary use when connected to, or in the vicinity of, existing or proposed automobile repair facilities.

The Ordinance language also expands the definitions of automobile body shop and automobile repair, major and minor, to include locational criteria when an overflow vehicle parking/storage for automobile repair facilities area is proposed where there is no building in which activity or repair could be conducted.

#### Ordinance No. 938 – Assembly Bill 2097 Parking Exception Expansion (Exhibit 6):

On September 22, 2022, the California Governor signed Assembly Bill ("AB") 2097, which added Government Code Section 65863.2. AB 2097 prohibits a public agency from imposing





or enforcing any minimum automobile parking requirement on any residential, commercial, or other development project that is within one-half mile of a major transit stop, with minor exceptions. The intent of this bill is to facilitate the development of housing, while strengthening our state's climate action goals and investments in public transportation. AB 2097 became effective on January 1, 2023. On September 11, 2023, City Council adopted Ordinance No. 938 to amend BGMC Title 9, Zoning and Planning Regulations, by amending Chapter 9.04 "Definitions" and various sections in Chapter 9.38 "Parking and Loading (Off-Street)."

## **2024 Pending General Plan Amendments:**

### **Environmental Justice Element:**

Bell Gardens was awarded a Local Economic Assistance Program (LEAP) grant, which is administered by the California Department of Housing and Community Development (HUD) to address the City's need for a Sustainability/Environmental Justice ("EJ") Element as mandated by SB 1000 and SB 379 and abide by the LEAP grant requirements, the City Council adopted a resolution authorizing a Professional Services Agreement with Impact Sciences to prepare an EJ Element to be incorporated into the Bell Gardens General Plan.

Work on the EJ Element is under way and anticipated to go before the Planning Commission during its April 17, 2024, meeting, and City Council during a regular meeting in April 2024.

## **2024 Pending Ordinance Amendments:**

### **Zoning Code Amendments:**

The California legislature requires the local government to amend its zoning ordinance to meet the requirements of recently updated goals, policies, quantified objectives, identified financial resources, and scheduled programs to facilitate the preservation, improvement, and development of housing within one year of the adoption of the Housing Element. Amending ordinances for language clarity, new zones, updated development standards, and clarification of housing types is required and forthcoming.

### **Short Term Rentals, Transient Occupancy Tax:**

Currently, five hotel facilities are located within Bell Gardens:

1. Parkwest Bicycle Casino – 888 Bicycle Casino Drive
2. Motel 6 – 6344 Eastern Avenue
3. Quality Inn & Suites – 7330 Eastern Avenue
4. Erth Inn By Aga – 8320 Eastern Avenue
5. Bell Gardens Inn & Suites – 6328 Eastern Avenue

The number of short-term rental units and shared housing within the City of Bell Gardens is unknown, and the transient occupancy tax (TOT) has not been enforced on such units. Since there is no registry in place for such units, and no business license applied, staff is conducting research and a survey of surrounding jurisdictions for regulation or administration that may be appropriate to ensure the interests of the public health, safety, and general welfare. The





BGMC Chapter 3.24.080 establishes that operator of a hotel must pay a TOT of eight percent (8%) of rent charged.

Fair application of TOT to short-term rentals would both protect equity, property owners, and guests, and generate revenue for the City.

#### Parking:

Bell Gardens residents have been experiencing limited on-street parking availability throughout residential neighborhoods, adjacent to commercial or industrial zones. The limitation of on-street parking in residential areas are a result of the following: dense neighborhoods, densely occupied living situations, collection and storage of multiple personal vehicles, unutilized parking garages, and/or (more pressingly) storage of vehicles from automobile repair shops located within the vicinity of residential areas. These existing situations are causing residents to park vehicles at an unreasonable distance before arriving home.

Staff has been exploring options to increase private property parking requirements associated with collection and storage of multiple personal vehicles, unutilized parking garages, and/or storage of vehicles from automobile repair shops located within the vicinity of residential areas. Bell Gardens residents have been experiencing limited on-street parking availability throughout dense residential neighborhoods, adjacent to commercial or industrial zones to facilitate resident, customer, and visitor access to parking spaces within the public right-of-way.

#### **Long-Range Project of Interest:**

- 8000 Bell Gardens – To create one multifamily residence lot developed with 48 residential condominium dwelling units on approximately 2.5 acres.
- Shull Street – To create two multifamily residence lots developed with 18 for sale affordable housing set-aside dwelling units in several detached buildings and 82 for rent affordable housing set-aside dwelling units in several detached buildings on approximately 3.9 acres.
- Climate Action Plan – To adopt strategies and priority actions to meet greenhouse gas (GHG) reduction emission targets and align with regional goals.
- Transit Oriented Community Specific Plan and Zoning Code Update to adopt strategies crucial to immediately address critical gaps in housing, transit accessibility, active transportation, safe routes to schools, parks, and employment centers, while improving regional connectivity into nearby communities of Huntington Park, South Gate, Downey, Commerce, and Bell, and cultivating the active transportation network within local low-income neighborhoods.



## Summary of 2023 Active Development Interests

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During the 2023 Calendar Year, the Planning Division provided numerous services (Exhibit 7):

**Table 3: 2023 Planning Division Activities**

Site Plan Type 1 & 2 Reviews	77
Site Plan Type 3 Reviews	2
Conditional Use Permits	10
Variances	1
Zoning Code Amendments	5
Business License Zoning Compliance	74
Plot Plan Reviews	27

Included in the services provided, the below table calls out additional dwelling unit statistics:

**Table 4: 2023 Additional Dwelling Unit Statistics**

Planning Applications Received	30
Conversions (Building) Permits (no Planning review required)	26
New ADU Building Permits Issued	47
ADU Building Permits Finaled	25

## Review of the City's Progress in Meeting the Regional Housing Need Allocation Objectives

---

Bell Gardens Community Development Staff have been collaborating with various developers and the City grant consultant towards facilitating the production of housing for all income levels. The Planning Division maintains and implements the BGMC, Zoning Ordinance, General Plan, and prepares other specialized planning documents. The division reviews development requests for conformance with the City's planning policies and standards and conducts environmental review under the provisions of the California Environmental Quality Act (CEQA).

### Applications:

The day-to-day activities undertaken by the Planning Division from January 2023 through December 2023 are outlined below:

- Administrating the City's Zoning Ordinance (Zoning Code);
- Answering public inquiries, via email, on the telephone, and over the public counter;



- Processing entitlement applications for the Planning Commission and City Council;
- Reviewing and approving business license applications for zoning compliance; and
- Reviewing development plans for compliance with City standards (Site Plan Review).

Planning applications in 2023, including administrative, Planning Commission, and legislative items to the City Council, totaled six (6). Additionally, Planning staff reviewed seventy-four (74) business licenses zoning conformance requests and conducted plan check review to ensure the proposed business, improvement and new construction complied to zoning code.

**Table 5: 2023 Planning Applications**

Type 1 & Type 2 Site Plan Reviews	77
Type 3 Site Plan Reviews	2
Conditional Use Permits	10
Variances	1
Ordinances	5
Zone Changes	0
Special Event Type 1	17
Environmental Documents	1
Business License Zoning Compliances	74

#### Entitlements:

The Planning Commission held eight (8) meetings, one (1) special meeting, and heard 10 items. Major items considered were:

- Art in Public Places for community investment and culture expression with development;
- Community Pedestrian and Bicycle Safety Training Program partnership;
- An ordinance for streamlined review and clarity for alternative residential vehicle parking locations to accommodate housing development;
- An ordinance to conditionally permit cannabis retail use in certain zones for economic development and commercial enterprise;
- An ordinance to comply with state requirements provided in AB 2097 to expand exceptions to minimum parking requirements to accommodate orderly development including housing, promote transit ridership, and reduce over-reliance on automobiles; and
- An ordinance to expand definitions of automobile body shop and repair uses to permit or conditionally permit certain storage of automobile to promote economic vitality and promote minimizing the impact of over-utilized public right-of-way parking and storage in residential neighborhoods.

## **Implementation Status**

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The General Plan consists of seven mandated elements: Land Use, Open Space, Conservation, Housing, Circulation, Noise, and Safety.



## Chapter 1: Land Use

The Land Use Element is a long-range vision for development throughout the City. As with other elements contained in the general plan, the Land Use Element guides the goals and policies relative to the location, intensity, and type of development. The last comprehensive update of this element was in 1995. However, in 2023 the planning division updated the land use and zoning maps of the City to make consistent with all amendments and 6<sup>th</sup> Cycle Housing Element that were adopted in 2022 by the City Council.

The Land Use Element defines the physical spaces in the City that serve the community (residents, businesses, and visitors), while ensuring the public health, safety, and welfare. Staff uses tools to include:

- Promoting housing and mixed-use (residential and commercial) projects, with a focus on affordable housing.
- Amending codes, policies, and regulations in response to evolving land use trends and needs.
- Encouraging conforming uses and developments, whilst phasing out legally non-conforming uses.
- Incentivizing the development of very low- and low-income housing through density bonuses

It is anticipated that work will begin in 2024 to update the Land Use Element.

## Chapter 2: Housing (6<sup>th</sup> Cycle – 2021-2029)

The Housing Element is an integral component of the City's General Plan. It addresses existing and future housing needs of all types for people of all economic groups in the City. The Housing Element is a tool for use by citizens and public officials in understanding and meeting the housing needs in Bell Gardens.

Meeting the housing needs established by the State of California is an important goal for the City of Bell Gardens. As the population of the State continues to grow and scarce resources decline, it becomes more difficult for local agencies to create adequate housing opportunities while maintaining a high standard of living for all citizens in the community. State law recognizes that housing needs may exceed available resources and, therefore, does not require that the City's quantified objectives be identical to the identified housing needs. This recognition of limitations is critical, especially during this period of financial uncertainties in both the public and private sectors.

*Section 65583(b)(2) states, "It is recognized that the total housing needs ... may exceed available resources and the community's ability to satisfy this need within the content of the general plan requirements ... Under these circumstances, the quantified objectives need not be identical to the total housing needs. The quantified objectives shall establish the maximum number of housing units by income category,*



*including extremely low income, that can be constructed, rehabilitated, and conserved...”*

This Housing Element (2021-2029) was created in compliance with State General Plan law pertaining to Housing Elements.

This Housing Element recommends specific changes to the Land Use Element in order to meet the needs of the community. The City will begin the work in 2024 to amend the Land Use Element. The City will also be updating the Safety Element pursuant to State law. As individual elements of the General Plan are updated in the future, the City will ensure internal consistency among the various General Plan Elements.

The Community Development Department, in order to ensure effective RHNA achievement, hired a full-time housing specialist in 2022. This role will identify opportunities, partnerships, and prioritized activities that will aid in accomplishing the objectives of the 6<sup>th</sup> Cycle Housing Element.

#### Housing Division:

To continue to achieve the City’s mission to ensure that all residents and property owners have access to available housing resources and to successfully administer the Rent Stabilization and Tenant Eviction Protections (RSTEP) Ordinance, in November 2023, the Housing Division hired a full time Office Assistant to support the housing specialist.

The following RSTEP forms were submitted by the public to City staff for filing and/or determination, throughout 2023:

- Received approximately 400 Annual Rent Registry Forms;
- Processed 9 Tenant Rent Increase Contest Forms; and
- Processed 95 Below Fair Market Increase Applications

The Housing Division hosted six (6) hybrid educational workshops for property owners and six (6) hybrid educational workshops for tenants to ensure that both tenants and property owners understand their rights and treat each other fairly.

It is projected that during 2024 fiscal year that the Housing Division will hire additional staff to assist with the various division needs, that include (but are not limited to):

- Administering the PLHA Rental Assistance Program;
- First Time Homebuyers Program;
- The Owner-Occupied Rehabilitation Program;
- Homeless Prevention Services; and
- RSTEP Program

### **Chapter 3: Circulation (2023 update)**

The Circulation Element provides a blueprint for establishing a convenient, safe, and sustainable transportation network in Bell Gardens, which serves users of all modes including walking, biking, rolling, riding transit, and driving. The purpose of the element is to hone the



current infrastructure in Bell Gardens as a foundation for an integrated and comprehensive transportation network, which will reduce reliance on the private automobile and enhance other transportation options. The element sets forth goals, policies, and programs to support this robust connectivity in the context of the land use set forth in the Land Use Element.

### Streets and Highways

The State of California requires jurisdictions to create plans for a multimodal transportation network which meets the needs of all roadway users, including motorists, pedestrians, bicyclists, children, persons with disabilities, seniors, movers of commercial goods, and public transit users. The Complete Streets approach aims to achieve this goal by reducing reliance on the personal automobile and considering the needs of diverse roadway users. Increased access to safe and comfortable public transit and active transportation infrastructure included in Complete Streets can help reduce greenhouse gas emissions and increase safety and equity.

### Public Transportation

Appealing and affordable public transit contributes to increased sustainability and equity within a community. Public transit, in general, is more space-efficient and energy-efficient as it moves more people in one vehicle than through numerous personal automobiles. Further, it supports density and caters to compact, mixed-use communities. It is also important to ensure Bell Gardens residents of all socioeconomic statuses have access to opportunity, especially for those without access to a car or with differing mobility needs, such as children and the elderly.

Transit that efficiently connects employment centers, commercial areas, residential neighborhoods, and public uses can improve roadway operations, bolster safety, and reduce transportation costs for cities. It does so by consolidating passengers, reducing space requirements for vehicle infrastructure, and decreasing auto-dependency, which may reduce vehicle miles traveled (VMT).

Four bus providers have lines that serve Bell Gardens: Metro, City of Montebello, City of Commerce, and City of Bell Gardens. These lines travel as far north as Highland Park, as far east as Norwalk, as far south as Paramount, and as far west as Westchester, connecting with other bus and rail lines along the way.

The City of Bell Gardens also offers a Dial-a-Ride service for people aged 55 and older and people with disabilities. It is available Monday through Friday from 7:30 am to 7:00 pm. Fare costs 25 cents, and caretakers can ride along with no additional cost.

The Metro L (Gold) Line's Atlantic Station is located directly north of Bell Gardens. Bell Gardens residents may access via a 15-minute car ride or an approximately 35-minute bus ride on Montebello bus lines. This rail line offers direct connection to Downtown Los Angeles, Highland Park, Arcadia, Azusa, and intermediate stops along the way.

Metro is developing a new West Santa Ana Branch, with a stop at Florence Avenue and Salt Lake Avenue. This stop will be accessible from Bell Gardens by a 10-minute car ride or an





approximately 15-minute bus ride on Metro bus lines. This line will offer connections to other gateway cities and beyond.

### Active Transportation

Active transportation, such as walking, bicycling, and rolling, reduces VMT and improves public health. By decreasing VMT, it reduces emissions and congestion. Further, people who use active transportation have healthier lifestyles and present less of a risk to others as they travel through the City. As such, active transportation is encouraged within Bell Gardens. Improvements such as pleasant streetscapes, continuous and well-maintained sidewalks, more frequent and visible crossings, and protected and connected bike facilities help to make active transportation more convenient and appealing.

### Parking Management

Parking is an important element in the mobility landscape, which has been integrated into municipal transportation policy. Parking enables drivers to access destinations conveniently. However, it is important that the supply of parking does not only consider the needs of drivers, but also supports a multi-modal network. Oversupply of parking hinders pedestrian-friendly design and wastes space, resulting in negative environmental impacts. Therefore, it requires balance to ensure sufficient, but not excessive, parking provision.

Three zoning code amendments (Ordinance Nos. 933, 937, and 938) work towards addressing parking concerns:

- Ordinance No. 933 amended BGMC Section 9.38.070:
  1. Subsection B to replace the term “residential garages” with “residential parking spaces” to clarify that the minimum 25-foot back-up clearance requirement applies to all off-street parking spaces (garages, carports, and uncovered spaces) for residential uses; and
  2. Create subsection B (1), to relocate and amend language currently identified in BGMC Section 9.46.030 (Specialized Rear Yard Requirements) allowing the use of the entire width of an alley in the calculation of the required back-up clearance for residential parking.
- Ordinance No. 937 amended the BGMC Title 9 in multiple sections:
  1. Bell Gardens Municipal Code Title 9, Planning and Zoning, Chapter 9.04, “Definitions,” Section 9.04.010 “A” definitions,” is amended as follows (underlining denotes additions; strikethrough denotes deletions):  
~~“Automobile body shop” shall mean a building wherein repair to the body of an automobile takes place, including painting but excluding engine repair or other maintenance services.~~  
  
“Automobile body repair” shall mean collision repair or reconstruction of automobile or truck bodies within an enclosed building, including painting, but no work defined as “major automobile repair,” and may include outdoor storage of vehicles where no repair is done as an offsite primary use if within 500 feet of and ancillary to the repair site, excluding inoperable, impounded and salvage vehicles.



“Automobile repair, major” shall mean engine rebuilding or major reconditioning of work or damages to motor vehicles or trailers, ~~excluding auto body/collision service, frame or fender straightening, or repair and painting of vehicles~~ “automobile body repair,” and may include outdoor storage of vehicles where no repair is done as an offsite primary use if within 500 feet of and ancillary to the repair site, excluding inoperable, impounded and salvage vehicles.

“Automobile repair, minor” shall mean incidental repairs, replacement of parts, motor service to automobiles, smog state inspection, but not including any operation specified under “automobile repair, major,” and may include outdoor storage of vehicles where no repair is done as an offsite primary use if within 500 feet of and ancillary to the repair site, excluding inoperable, impounded and salvage vehicles.

2. Bell Gardens Municipal Code Title 9, Planning and Zoning, Chapter 9.12.030, “Permitted land uses,” “Table 9.12A: Commercial Land Use Matrix\*,” is amended as follows (underlining denotes additions):

Uses	<u>M-U</u> Zone	<u>C-S</u> Zone	<u>C-3</u> Zone	<u>C-4</u> Zone	<u>C-M</u> Zone	Special Requirements
<b><i>A: Accessory UseC: Conditional UseP: Principal UseS: Site Plan Review (PC)T: Temporary Use</i></b>						
Automobile general repair	P		P	P	P	Includes brake repair shops, engine and mechanical repair, muffler shops, tire repair and sales (new tires only), but excludes complete engineer building, machining, or welding; all operations must be conducted within an enclosed building. <u>Refer to Division 4 of this title, Supplemental Development Standards 9.28.010.</u>

3. Bell Gardens Municipal Code Title 9, Planning and Zoning, Chapter 9.14.030, “Permitted land uses,” “Table 9.14A: Industrial Land Use Matrix\*,” is amended as follows (underlining denotes additions; strikethrough denotes deletions):

Uses	<u>M-1</u>	Special Requirements
<b><i>A: Accessory UseC: Conditional UseP: Principal UseS: Site Plan Review (PC)T: Temporary Use</i></b>		
Automobile uses: Including brake repair shops, body and fender repair shops, muffler shops, paint spray booths, repair garages, radiator shops, seat covers manufacturing, assembly, rentals, painting, and sales	P	Refer to Division 3 of this title, Special Uses; also see Footnote Nos. 1 <del>and 2</del> at end of table. <u>Standards 9.28.010.</u>

4. Bell Gardens Municipal Code Title 9, Planning and Zoning, Chapter 9.28, “Automobile and Outdoor Storage,” Section 9.28.020 “Outdoor Storage,” is





amend as follows (underlining denotes additions; strikethrough denotes deletions):

### 9.28.020 Outdoor storage.

The maintenance of an open storage area is permitted at the rear of the property, or as a primary use that is an offsite ancillary to an automobile repair site, in connection with the operation of a business otherwise required to be within an enclosed building ~~is permitted~~, provided the following standards are complied with:

G. All inspection, repair, servicing, and testing of automobiles outside of an enclosed building is prohibited.

5. Bell Gardens Municipal Code Title 9, Planning and Zoning, Chapter 9.38, "Parking & Loading (Off-Street)," Section 9.38.050 "Required parking and loading spaces", Items 2 and 3 (Commercial Uses and Industrial Uses, respectively) of part C (Parking and Loading Facilities Matrix) is amended and enacted to add the standard as follows:

Use	Parking Spaces or Facilities Required
<b>2.Commercial Uses</b>	
Automobile general repair	1. One parking space for each two employees on the largest shift or for each 250 square feet of floor area, whichever is greater;
	2. One parking space for each vehicle operated or kept in connection with the use;
	<u>3. One parking space for each 1,000 square feet of open area devoted to automobile storage; provided, however, that where such area exceeds 10,000 square feet, only one parking space need be provided for each 5,000 square feet of such area in excess of the first 10,000 square feet contained in such area, or one space for each two employees, whichever is greater.</u>
<b>3.Industrial Uses</b>	
Automobile uses: Including brake repair shops, body and fender repair shops, muffler shops, paint spray booths, repair garages, radiator shops, seat covers manufacturing, assembly, rentals, painting, and sales	1. One parking space for each two employees on the largest shift or for each 250 square feet of floor area, whichever is greater;
	2. One parking space for each vehicle operated or kept in connection with the use;
	<u>3. One parking space for each 1,000 square feet of open area devoted to automobile storage; provided, however, that where such area exceeds 10,000 square feet, only one parking space need be provided for each 5,000 square feet of such area in excess of the first 10,000 square feet contained in such area, or</u>



Use	Parking Spaces or Facilities Required
	<u>one space for each two employees, whichever is greater.</u>

- Ordinance No. 938

In response to Assembly Bill (“AB”) 2097, which added Government Code Section 65863.2. AB 2097 prohibits a public agency from imposing or enforcing any minimum automobile parking requirement on any residential, commercial, or other development project that is within one-half mile of a major transit stop, with minor exceptions.

According to a 2019 parking study used in the 2022 Circulation Element update, Bell Gardens has 1,365 on-street parking spaces. Utilization of these spaces varied by land-use and location within the City.

Parking patterns varied based on time of day and day of the week. Parking utilization was greatest in the early morning, evening, and on the weekends. In 2023, staff used observed patterns that reflected accessibility, excess inventory, lack, or need to consider unique ways to provide housing, including affordable housing, jobs, and access to services and public transit.

**Table 6: 2023 Circulation and Transportation Element Policies and Programs**

POLICIES		PROGRAMS
MOBILITY GOALS & VISION		
M 1	Establish a multi-modal transportation Network which offers safe, comfortable, and convenient travel for users of all modes including drivers, transit riders, bicyclists, walkers, and rollers.	
M 2	Employ transit-oriented land use planning and provide appealing, safe, and widely accessible alternatives to private automobile use in order to reduce vehicle miles traveled per capita with the goals of reducing risk of traffic collisions, lowering greenhouse gas emissions, and improving public health.	
ROADWAY PERFORMANCE STANDARDS		



M 2.1	<p><b>Performance Standards.</b> Performance standards used to evaluate roadways will utilize both LOS and vehicle miles traveled (VMT). The desired LOS for roadways will be LOS D or less, although exceptions will be made where this is infeasible due to other mobility policy priorities. VMT will be considered to prioritize reductions in emissions and improvements to roadway safety. Amendments to Bell Gardens roadway plans will pursue reductions in VMT. If the VMT analysis determines mitigation measures and/or proportional share costs to address impacts from the proposed development, all mitigation measures and collection of proportional shares of costs are to be completed within the City of Bell Gardens or deposited with the City of Bell Gardens into a trust account until such quantity of funds is accrued to complete the shared cost mitigation measure.</p>	M 2.a	<p><b>Capital Improvement Program.</b> Regularly update the Capital Improvement Program based on adopted mobility policies, funding opportunities, and community needs.</p>
M 2.2	<p><b>Funding.</b> Diverse funding sources will be sought out to maintain, operate, and improve the roadway network and reduce cost to public.</p>	M 2.b	<p><b>Development.</b> Assist applicants in demonstrating compliance with mobility policies and require developments to include roadway network improvements in line with Bell Gardens mobility goals. Accommodating active Transportation users (through bicycle parking) or transit users (by providing information on transit and vanpool/carpooling options) should also be encouraged.</p>
M 2.3	<p><b>Regional Coordination.</b> Local project plans will coordinate with Caltrans, SCAG, and Metro to integrate local and regional improvements and further local and regional mobility goals.</p>	M 2.c	<p><b>Transportation Impact Analysis.</b> Ensure that transportation impact analyses are conducted in a manner which assesses contributions to desired local, regional, and environmental mobility goals. The City should update its traffic analysis guidelines to incorporate Vehicle Miles Traveled (VMT) metrics and associated thresholds of significance.</p>



M 2.4	<b>Complete Streets.</b> Apply a Complete Streets Approach to roadway network improvements, which utilizes innovative design solutions for mobility. The 2020 Bell Gardens Complete Streets Plan will be used to guide upcoming improvements.	M 2.d	<b>Design Standards.</b> Develop design standards consistent with Complete Streets, which support the needs of all roadway users to more efficiently guide future designs and plans.
M 2.5	<b>Prioritize Improvements.</b> Streets that are currently overcapacity – segments of Eastern Avenue, Garfield Avenue, and Clara Street, and all of Gage Avenue – will be prioritize for infrastructure improvement, as set out in the Complete Streets Plan. Traffic signal improvements and other vehicle flow treatments can be explored to reduce gridlock and congestion.	M 2.e	<b>Safety Records.</b> Gather and utilize thorough collision data to assess safety issues and develop plans to improve safety for vulnerable roadway users.
M 2.6	<b>Public Safety.</b> Place high priority on safety and reduction of collisions.	M 2.f	<b>Review Circulation Element.</b> Review the Circulation Element as new state, local, and regional policies and initiatives are developed to ensure that it reflects current conditions and priorities.
M 2.7	<b>Active Transportation.</b> Promote active transportation infrastructure such as bicycle lanes, increased sidewalk lighting, and improved pedestrian crossings on classified streets.		
M 2.8	<b>Green Infrastructure.</b> Incorporate green infrastructure in roadway design when possible.		
M 2.9	<b>Infrastructure Installation.</b> Minimize operational disruptions by consolidating the installation of future infrastructure needs and projects, with opportunities for upgrades		
M 2.10	<b>Driveway Consolidation.</b> Minimize the number of curb cuts along classified streets in order to improve active transportation safety and roadway function.		
PUBLIC TRANSPORTAION			



M 3.1	<b>Regional Coordination.</b> Collaborate with other local transit agencies, along with Metro and SCAG to create a convenient and affordable regional transit network that provides access to Bell Gardens residents.	M 3.a	<b>Transit Stops.</b> Provide attractive, convenient bus stops, which include shelters, benches, trashcans, and transit information. Bicycle racks should also be explored at bus stops to encourage multi-modal use. Ensure that stops are also ADA accessible and have safety measures such as lighting and police contact.
M 3.2	<b>Rail Access.</b> Work with adjacent cities, such as Huntington Park, South Gate, and unincorporated Los Angeles County to create convenient bus service to existing and upcoming rail stops.	M 3.b	<b>Enhance Service.</b> Participate in funding programs to enhance bus service to improve routes, offer more frequent service, and conduct periodic evaluation.
M 3.3	<b>Rail Expansion.</b> Support Metro's development of the West Santa Ana Branch rail, with upcoming rail service which would serve the City.	M 3.c	<b>New Development.</b> Work with developers and transit agencies to facilitate transit-oriented design and enhance accessibility.
M 3.4	<b>Land Use.</b> Integrate land use and transportation planning in order to prioritize density and transit-oriented design. Locate key destinations such as commercial districts, employment centers, and public resources near transit routes.	M 3.d	<b>Promote Transit.</b> Encourage the use of transit by publishing transit maps and information, implementing marketing programs, and enhancing integration with active modes.
		M 3.e	<b>Carpool.</b> Offer car- and vanpooling for Public employees and incentivize private businesses to do the same.
		M 3.f	<b>Electric Car Share.</b> Invest in an electric car share in order to encourage resource sharing and improve mobility options for residents without access to a vehicle.
		M 3.g	<b>Enhance Service on Garfield and Florence Avenues.</b> Improve service on Garfield and Florence Avenues to bolster connections to service offered by other transit agencies, especially rail.



		M 3.h	<b>On-Demand Service.</b> Convert the Town Trolley to an on-demand service to encourage its use and provide more direct connections to destinations for residents.
<b>ACTIVE TRANSPORTATION</b>			
M 4.1	<b>Regional Coordination.</b> Support regional goals as set forth by Los Angeles County and SCAG.	M 4.a	<b>Development Review.</b> Facilitate the demonstration of conformance to pedestrian and bicycle initiatives in development applications.
M 4.2	<b>New Development.</b> Require that new developments contribute to active transportation goals and are cohesive with the existing network. Requirements may include adequately sized sidewalks, outdoor seating options, bike parking, and/or bike share facilities.	M 4.b	<b>Funding.</b> Pursue diverse funding sources for the implementation of bicycle and pedestrian infrastructure.
M4.3	<b>Low-Stress Network.</b> Prioritize active transportation infrastructure improvements on low-stress streets as identified in the 2020 City of Bell Gardens Complete Street Plan, which will serve to connect Local and regional destinations. Low-stress streets will have reduced vehicle speeds, decreased cut-through traffic, and safety improvements.	M 4.c	<b>Capital Improvement Program.</b> Integrate pedestrian and bicycle goals into the Capital Improvement Program.
M 4.4	<b>Land Use.</b> Prioritize density in land use planning in order to make walking and bicycling more convenient modes of transit.	M 4.d	<b>Encourage Active Transportation.</b> Create appealing and convenient infrastructure which is clear of obstructions, appropriately located, and readily usable in order to facilitate increased walking and biking.
		M 4.e	<b>Traffic Calming.</b> Implement measures to reduce traffic speeds and increase pedestrian visibility, such as high-visibility crosswalks, curb extensions, and speed humps on streets with destinations that generate pedestrian trips such as schools, parks, churches, and local-serving commercial use.



		M 4.f	<b>Bicycle Access on Key Corridors.</b> Improve bicycle access on key corridors, especially those such as Garfield Avenue, Eastern Avenue, Jaboneria Road, and Clara Street, which provide paths across the City.
		M 4.g	<b>Regional Bike Network.</b> Increase connections to and public information about river bike paths, especially the Rio Hondo River Bike Path.
		M 4.h	<b>Bicycle Storage.</b> Ensure that key destinations such as shopping centers and recreation/social venues have sufficient and reliable bicycle parking.
		M 4.i	<b>Expand Crossing Guard Program.</b> Expand the existing crossing guard program in collaboration with schools to allow stakeholders to request crossing guards at new locations.
<b>PARKING MANAGEMENT</b>			
M 5.1	<b>Balanced Supply.</b> Establish a balanced supply that meets the needs of drivers, but does not do so in excess, in order to reduce vehicle trips and encourage active transportation.	M 5.a	<b>Shared Parking.</b> Identify and allow shared parking Opportunities to use underutilized lots more effectively.
M 5.2	<b>New Development.</b> Require that new developments provide off-street parking for new residential units. Reduce requirement sin high-density, mixed-use, and transit-rich areas.	M 5.b	<b>Electric Vehicle Charging.</b> Increase access to electric vehicle charging opportunities by including on-street charging spaces in highly traveled areas such as in commercial corridors or near public facilities.
M 5.3	<b>Development Policy.</b> Restrict the overprovision of on-site parking for private developments.		
M 5.4	<b>Public Awareness.</b> Publicize the City's current parking program more widely, on the City website and stakeholder meetings.		
M 5.5	<b>Electric Vehicle Charging.</b> Require private developers to include electric vehicle charging spaces in their parking provisions.		





2023 updates, as provided by the Public Works Department, include:

- Policies M 2.1 – M 2.10. Public Works staff is worked toward implementing the policies as part of the day to-day operations and capital improvement projects.
- Program M 2.a: CIP. Public Works staff developed the annual capital improvement project (CIP) program that involves street maintenance and rehabilitation activities. It also includes grant funding obtained competitively, including ATP Cycle 5 Complete Street funding. Staff has begun the design work for the ATP Cycle 5 funded complete street improvements. Staff obtained grant funding and obtained ATP Cycle 6 funding to continue complete street improvements.
- Program M 2.b: Development. Public Works staff worked with the Planning and Building Divisions of Community Development to address mobility issues and ADA compliance of sidewalks and driveways. Public Works staff will continue to work with the Planning and Building Divisions to ensure these improvements are made on all developments. For larger projects, Public Works staff works with developers to incorporate bike parking and other items.
- Program M 2.c: Transportation Impact Analysis. This is project size specific and since the City is built out, there are very few projects that qualify for Vehicle Miles of Travel (VMT) impact analyses; therefore, Public Works staff requires traffic impact analyses using Level of Service (LOS) to address the local transportation impacts of projects.
- Program M 2.d: Design Standards. Public Works staff utilized the City-adopted Complete Streets Plan for design standards to address safety issues. These standards will be used for the ATP Cycle 5 and Cycle 6 projects.
- Program M 2.e: Safety Records. Public Works staff worked with the Bell Gardens Police Department to get the latest accident data to address safety issues, as necessary.
- Program M 2.f: Review Circulation Element. Public Works staff provided annual updates to the programs identified in the Circulation Element.
- Policies M 3.1 – M 3.4. Public Works staff worked with regional and local agencies to bring rail access associated with the Los Angeles County Metropolitan Transportation Authority's West Santa Ana Branch line in South Gate. Staff also worked towards implementing the policies as part of the day-to-day operations and capital improvement projects.
- Program M 3.a: Transit Stops. Public Works staff continued to remove and replace bus shelters within Bell Gardens. This is a multi-year project and is nearing completion. Staff continued to ensure each transit stop was clean, safe, and ADA compliant.
- M 3.b: Enhance Service. Public Works staff continued to improve local fixed routes and on-demand dial a ride bus and medical taxi services.
- M 3.c: New Development. Public Works staff worked with the Planning and Building Divisions to address mobility issues and ADA compliance of sidewalks and driveways. Staff will continue to work in the Planning and Building Divisions to ensure these improvements are included on all developments. For larger projects, Public Works staff works with developers to incorporate bike parking and other items.





- M 3.d: Promote Transit. Public Works staff included information about the City's fixed-route bus, dial-a-ride bus, and medical taxi services on the City's website.
- M 3.e: Carpool. No update at this time.
- M 3.f: Electric Car Share. Public Works staff inquired about potential project funding through the federal Build Back Better funding. At this time, there are no specific funding opportunities available.
- M 3.g: Enhance Service on Garfield and Florence. No update at this time.
- M 2.h: On-Demand Service. Public Works staff continued to improve local fixed route and on-demand bus service.
- Policies 4.1 – M 4.4. Public Works staff obtained grant funding through ATP Cycle 5 to begin the first phase of the Complete Streets improvements. This project is currently in the design phase. Staff also obtained ATP Cycle 6 funding to continue with the 2nd phase of the Complete Streets Improvements. Public Works staff is also working towards implementing the policies as part of the day-to-day operations and capital improvement projects.
- M 4.a: Development Review. Public Works staff worked with the Planning and Building Divisions to address mobility issues and ADA compliance of sidewalks and driveways. Public Works staff will continue to work with the Planning and Building Divisions to ensure these improvements are made on all developments. For larger projects, Public Works staff works with developers to incorporate bike parking and other items.
- M 4.b: Funding. Public Works staff continued to pursue grant funding for various projects from various funding sources.
- M 4.c: Capital Improvement Program. Public Works staff worked to develop the annual CIP program that involves street maintenance and rehabilitation activities. It also included grant funding obtained competitively, including ATP Cycle 5 Complete Street funding. Staff has begun the design work for the ATP Cycle 5-funded complete streets improvements. Staff continues to pursue grant funding and obtained ATP Cycle 6 funding to continue the complete streets improvements.
- M 4.d: Encourage Active Transportation. The implementation of active transportation corridors in Bell Gardens will begin after the completion of construction of the ATP Cycle 5 and ATP Cycle 6 projects.
- M 4.e: Traffic Calming. Public Works staff continues to review and address resident safety and speeding concerns. Staff, working with the City Traffic Engineer, reviewed, and presented recommendations for warranted installations of stop signs, speed radar feedback signs, speed humps, and curb painting to promote traffic calming within the neighborhoods of Bell Gardens.
- M 4.f: Bicycle Access on Key Corridors. Previous ATP funded projects installed "sharrows" on the major arterials, Gage, Eastern and Garfield. Staff continued to refresh the sharrows annually. Staff is pursuing funding to address bicycle access onto Jaboneria Road and Clara Street.
- M 4.g: Regional Bike Network. No update at this time.
- M 4.h: Bicycle Storage. No update at this time.
- M 4.i: Expand Crossing Guard Program. No update at this time.
- Policies 5.1 – M 5.4. Public Works staff worked with the Planning Division to coordinate balanced parking needs for new developments. Public Works staff also



worked towards implementing the policies as part of the day-to-day operations and capital improvement projects.

- M 5.a: Shared Parking. No update at this time.
- M 5.b: Electric Vehicle Charging. Public Works staff continued to inquire about potential project funding from various funding sources. At this time, there are no known funding opportunities available.

## Chapter 4: Open Space and Recreation

The Open Space and Recreation Element outlines strategies that aim at preserving remaining open spaces in the City, and to meet the recreational needs of the community. The majority of open space in Bell Gardens is in the form of public parks and school playgrounds. Other spaces include undeveloped land, building setbacks, utility easements and flood control channels.

**Table 7: Bell Gardens Parks**

Veterans Park	15-Acres	Bell Gardens City
Darwell Park	.24-Acres	Bell Gardens City
Gallant Park	.27-Acres	Bell Gardens City
Julia Russ Asmus Park	.6-Acres	Bell Gardens City
Marlow Park	.61-Acres	Bell Gardens City
John Anson Ford Park	12.5-Acres	Regional

In 2023 the Recreation and Community Services Department continued to offer vital programs to residents and community members through the provision of vital social services, community events, activities, and recreational programs for families, youth, teens, adults, and seniors of all abilities. The Department opened cooling centers, hosted monthly food distributions, educational workshops, social activities, and special events all aimed at improving the quality of life for Bell Gardens residents.

### 2023 Snapshot:

- The Recreation and Community Services Department hosted multiple staff trainings in order to improve service delivery and maximize efficiency and effectiveness in the workplace.
- Additional Grant funding was secured for Recreation projects and programs within the City which included a rental assistance grant through United Way of Greater Los Angeles. This grant allowed the City to assist eligible residents with partial rent payments.
- The Adaptive Recreation Program for adults and children with special needs expanded in 2023 allowing for a full year of enriching programming for the participants and their families.
- In order to offer equity in the City and meeting the requests of the residents of Bell Gardens, The Recreation and Community Services Department created a new



program called the Art and Yard Sale program which allows residents who live in Apartment buildings, homes without yards or the ability to host a yard sale at their residents, the opportunity to sell their household items at the park. The program started with 16 participants in the summer of 2023 and has grown exponentially boasting approximately 60 regular participants by the end of the 2023 calendar year.

- RCS staff met with local agencies and organizations like the American Legion and Human Services Association to add resources to services we provide to the residents.
- Additionally, the RCS Department partnered with BG Arts, a local organization with a mission to educate the community about the arts and provide opportunities for local artists. BG Arts and the RCS Department started a new free program twice a week where a local resident provides guided meditation.
- In order to increase visibility at the local Skate Park, in 2023 the RCS Department expanded programming and hosted an event called Skate Jam. Free food, musical entertainment, art and skate gear giveaways, community booths hosted by the Bell Gardens Police Department, Recreation and Community Services Department and local artists were all provided for the community. The Skate Jam brought in local musicians and painters to share their art with the community, built a bridge between the local skaters and City departments and opened the door of communication for an underrepresented group of residents.
- The Community Family Services Center staff hosted a community Back To School Resource Fair for families in the City of Bell Gardens. Residents were able to receive free haircuts, health screenings, school supplies and additional resources to prepare children and families for the school year.
- A Caregiver workshop and Senior Health fair was hosted at both of the City's Senior Centers.

#### 2024 Anticipates the following:

- Mobilization and the beginning of construction of the long-awaited John Anson Ford Park Aquatic Center.
- Implementation of re-vamped programming such as Student Leadership Day (formerly known as Student Government Day) in partnership with the Montebello Unified School District.
- Full programming at the Bell Gardens Sports Center. After 4 years of closure for a cistern project at the Sports Center, the Recreation and Community Services Department is excited to reintroduce adult and youth sports programming at the Bell Gardens Sports Center in the Spring of 2024.
- RCS will be putting out an RFP for Recreation Management Services to acquire state of the art software and online registration systems that cater to the specific needs of the Bell Gardens Community.
- The RCS Department has already begun seeking grant funding for new programs and projects for the City of Bell Gardens and expects to continue to do so throughout the year.
- In order to increase visibility at the Skate Park, the RCS Department is hosting monthly mini events to bring a positive experience to skate park participants.
- Staff are working on expanding the Senior Health fair and developing a Citywide Health Fair that will be open to families and residents of all ages.



## Chapter 5: Conservation

The City of Bell Gardens has a rich history that goes back to the development of the first ranchos that led to the establishment of settlements during the previous century. While a number of significant sites and structures remain in the City, past developments have been lost through development (such as the original Lugo Adobe).

The City, through the Conservation Element, would maintain its links to the past through the implementation of policies that focus on four key issue areas:

1. Cultural Resources,
2. Ecological Resources,
3. Geological Resources, and
4. Water Resources

**Table 8: Conservation Element Policies and Programs Matrix**

Policies		Programs
Cultural Resources	The City of Bell Gardens shall safeguard the community's heritage by identifying and preserving appropriate structures and sites which have historical significance.	<ul style="list-style-type: none"> <li>• Archaeological and Paleontological Resources</li> <li>• Cultural Awareness</li> <li>• Environmental Review</li> <li>• Historical Building Codes</li> <li>• Historical Preservation District</li> </ul>
Ecological Resources	The City of Bell Gardens shall, to the extent possible, protect remaining ecological resources and enhance those resources through programs in the Open Space and Recreation Element and the Circulation and Transportation Element.	<ul style="list-style-type: none"> <li>• City Energy Conservation</li> <li>• County Coordination</li> <li>• Drought Tolerant Landscaping</li> <li>• Energy Conservation Guidelines</li> <li>• Environmental Review</li> </ul>
Water Resources	The City of Bell Gardens shall protect the quality of water in the underground water basin by optimizing open space areas with programs adopted as part of the Open Space and Recreation Element.	<ul style="list-style-type: none"> <li>• Water/Landscape Conservation Ordinance</li> <li>• County Coordination</li> <li>• Drought Tolerant Landscaping</li> <li>• Environmental Review</li> </ul>

## Chapter 6: Safety

The Safety Element is concerned with the health and welfare of persons living, working, and visiting the City. Successful implementation of policies may result in a significant reduction



of loss of life, injury, property damage, and the economic and social dislocation resulting from hazards (natural and man-made).

To address the Safety Elements/Programs the Bell Gardens Police Department (BGPD) developed and implemented the following in 2023:

BGPD applied for several Federal and State grants, and was awarded, the following grants and funds:

- The State of California, Office of Traffic Safety provides opportunities for local law enforcement agencies to apply for grant funding from its Selective Traffic Enforcement Program (STEP). This grant program annually provides funding for programs, training, and equipment items related to education, enforcement, distracted driving, and impaired driving. BGPD was awarded \$100,000.00 from their STEP Grant Program. BGPD has identified a need to fund the purchase of traffic collision enforcement related equipment and traffic reconstruction software, train officers in the detection of impaired driving, and conduct various enforcement details to include impaired and distracted driving.
- The California Department of Alcoholic Beverage Control ("ABC") offers grant opportunities once a year for qualified law enforcement agencies. BGPD submitted a grant for FY 2023-24. Upon review of the grant application, BGPD was awarded funding to support specific projects. BGPD received approximately \$34,000 to support efforts to develop an effective, comprehensive, and strategic approach to eliminating the crimes of underage drinking and public nuisance problems associated with problem alcoholic beverage outlets. The ABC Grant will provide an opportunity for BGPD to establish close working relationships between ABC district offices; prioritize law enforcement efforts and target those licensed outlets that cause alcohol-related crimes; develop records management systems to ensure police reports are systematically sent to the ABC district offices as required by law; and assist in the training of local law enforcement and ABC establishments personnel such as licensees and their employees. There are various public and business-related educational programs that will be utilized in conjunction with follow-up enforcement programs targeting the illegal consumption of alcohol by minors. By undertaking the training and enforcement actions provided for in this grant program the BGPD will address underage drinking in the community and the crime problems often associated with underage drinking, such as driving under the influence and assaultive behavior.
- The California 9-1-1 Emergency Communications Branch remains focused on enabling Public Safety Answering Points (PSAPs) to provide the fastest, most reliable, and cost-effective access to emergency services for any 9-1-1 caller in California from any communications device. While the existing 9-1-1 system has been a success story for more than 40 years, it has been stretched beyond its limit. The current 9-1-1 system is unable to efficiently integrate with today's newer technologies and lacks the reliability and monitoring capabilities needed to support today's increased disaster environment. Due to the aging technology of today's 9-





1-1 system, the number of outages continues to increase, and the existing 9-1-1 system is becoming less and less reliable. Because most 911 systems were originally built using analog rather than digital technologies, PSAPs across the country need to be upgraded to Next Generation 911 (commonly referred to as NG911). While the technology to implement these new IP-based 911 systems is available, the transition to NG911 involves much more than just new computer hardware and software. Implementing NG911 in states and counties nationwide will require the coordination of a variety of emergency communication, public safety, legislative and governing entities. NG911 is a digital, internet protocol (IP)-based system that will replace the analog 911 infrastructure that's been in place for decades. The success and reliability of the 911 system will be greatly improved with the implementation of this new NG911, as it will enhance emergency number services to create a faster, more resilient system that allows voice, photos, videos, and text messages to flow seamlessly from the public to the 911 network. NG911 will also improve public safety answering points ability to help manage call overload, natural disasters, and transfer of 911 calls based on caller location data. Cloud Call Processing Equipment (CPE) is the next step towards moving to NG911, transitioning from legacy CPE to a cloud-based CPE. A request for funding was submitted to Cal OES (California Office of Emergency Services). Based on Cal OES's evaluation of the recent 9-1-1 emergency call volume, the Bell Gardens Police Department was awarded a fixed allotment of \$315,000.

- The U.S. Department of Justice provides opportunities for local law enforcement agencies to apply for grant funding from its Office of Community Oriented Policing Services (COPS). This grant unit provides funding to hire new officers or rehire officers who have been laid off, as a result of budget reductions. BGPD was awarded \$375,000.00 from the COPS Grant Program. This award will provide funding for 3 officer positions in federal funds over a three-year award period under the 2023 COPS Hiring Program (CHP).

In 2023, BGPD continued with its Citizens Police Academy (CPA) program. The CPA program is designed to educate residents and local citizens on the various aspects of law enforcement. This program allows the citizens an opportunity to learn about how the Bell Gardens Police Department functions and operates. There are many misconceptions about police duties and the CPA help dispel these notions and allow community members/citizens a closer at the Bell Gardens PD. The goal of the program is to open the lines of communication and encourage interaction between our police officers and the citizens. Graduates of the CPA acquired a solid foundation of public safety information to share with others in the community.

## **Chapter 7: Noise**

Noise ranges from ambient to that which is hazardous and may lead to hearing loss. Every day, people are subjected to a multitude of sounds associated with common day-to-day activities to those connected with events. The effect noise has on people generally depends on its loudness, duration, and the time of day. Individual annoyance and distraction are the



most common effects of noise. Physical health, psychological stability, social cohesion, property values, and economic productivity can also be affected by excessive amounts of noise.

The Bell Gardens Noise Element addresses noise by implementing policies related to:

1. Land Use Compatibility,
2. Other Noise Sources,
  - Airplane,
  - Railroad,
  - Traffic,
  - Construction,
  - Trash collection, and
  - Mobile noises
3. Noise Measurements,
4. Noise Impact Areas, and
5. Noise Standards

As no updates have been made since 1995, the policies proposed in the Noise element are monitored through code enforcement, permitting, policing and land use regulations as noted in Table 9: Noise Element Policies and Programs Matrix.

**Table 9: Noise Element Policies and Programs Matrix**

Policies	Programs
<b>Policy 1:</b> The City of Bell Gardens shall discourage the incompatible use of property along major transportation lines and encourage noise reduction measures for existing uses.	<ul style="list-style-type: none"><li>· Acoustical Analysis</li><li>· Barrier Construction</li><li>· Building Codes</li><li>· Department of Labor (OSHA)</li><li>· Freeway Noise Affecting Classrooms</li><li>· Trash Collection Noise</li><li>· U.S. Department of Housing and Urban Development</li></ul>
<b>Policy 2:</b> The City of Bell Gardens shall ensure that the noise caused by sources other than traffic is at acceptable levels.	<ul style="list-style-type: none"><li>· Department of Labor (OSHA)</li><li>· Train Noise Mitigation</li><li>· Source Control</li></ul>



## Conclusion

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The 2023 General Plan Annual Progress Report has been prepared in accordance and compliance with California Government Code Section 65400, and the report will be presented to the Planning Commission public meeting on February 21, 2024, and City Council public meeting on April 8, 2024. If adopted by the City Council, the APR will be submitted to the State Office of Planning and Research and the State Department of Housing and Community Development by April 9, 2024.



## **RESOLUTION #PC 2024-08**

### **A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF BELL GARDENS RECOMMENDING THE CITY COUNCIL ACCEPT AND CONSENT TO THE SUBMISSION OF THE BELL GARDENS GENERAL PLAN DRAFT 2023 ANNUAL PROGRESS REPORT**

**WHEREAS**, the Bell Gardens (City) General Plan is required by State Law and is a blueprint for meeting the community's long-term vision for the future;

**WHEREAS**, the consent to, and submission of, the City's General Plan Annual Progress Report (APR) is necessary pursuant to California Government Code Section 65400 et seq. that requires all municipalities and jurisdictions within the state to annually review and provide General Plan APRs by April 1 each year;

**WHEREAS**, the objective of the APR is to summarize improvement activity and encourage efficient development patterns within the City;

**WHEREAS**, the APR provides the legislative body with information to explain how land use decisions relate to the General Plan's adopted goals, policies, and implementation measures;

**WHEREAS**, a draft APR has been prepared for review, presentation and discussion, and the Planning Commission has assessed how the General Plan was implemented during a 12-month reporting period;

**WHEREAS**, the Planning Commission supports forwarding the draft APR to the City Council for consideration at a regular meeting for its submission to the State Office of Planning and Research (OPR) and the State Department of Housing and Community Development (HCD);

**WHEREAS**, pursuant to the California Environmental Quality Act (CEQA), Guideline Section No. 15306 (Class 6, Information Collection), the APR's preparation, presentation and submission are categorically exempt from CEQA; and

**WHEREAS**, the Planning Commission considered Resolution #PC 2024-08 recommending that the City Council consent to its submission.

### **NOW, THEREFORE, THE PLANNING COMMISSION DOES HEREBY RESOLVE AND DETERMINE AS FOLLOWS:**

**SECTION 1.** The Planning Commission hereby finds the above recitals are true and correct and incorporates them herein by this reference.

**SECTION 2.** The Draft 2023 General Plan APR was prepared pursuant California Government Code Section 65400 et seq. that requires municipalities and jurisdictions within the state to annually review the General Plan.

**SECTION 3.** The information collection, and sharing thereof, required for the APR is categorically exempt from CEQA.

**SECTION 4.** The Planning Commission hereby transmits and recommends consideration for consent the submittal of the finalized 2023 General Plan APR to the Bell Gardens City Council.

**PASSED, APPROVED AND ADOPTED** this 21<sup>st</sup> day of February, 2024.

  
MIGUEL DE LA ROSA, CHAIRPERSON

ATTEST:

  
ERIKA GUTIERREZ, PLANNING SECRETARY

APPROVED AS TO FORM:

  
LLOYD PILCHEN, ASSISTANT CITY ATTORNEY



**CITY OF BELL GARDENS  
OFFICE OF THE CITY MANAGER**

**AGENDA REPORT**

Item 8.

<b>TO:</b>	Honorable Mayor and City Council Members
<b>FROM:</b>	Michael B. O'Kelly, City Manager
<b>BY:</b>	Gustavo Romo, Deputy City Manager/Community Development Director
<b>SUBJECT:</b>	<b>FIRST AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY OF BELL GARDENS AND WSP USA ENVIRONMENT &amp; INFRASTRUCTURE INC. (WSP; FORMALLY WOOD ENVIRONMENT &amp; INFRASTRUCTURE SOLUTIONS, INC.)</b>
<b>DATE:</b>	April 8, 2024

**RECOMMENDATION:**

It is staff's recommendation that the City Council:

1. Determine the action exempt from the provisions of the California Environmental Quality Act (CEQA) pursuant to State CEQA Guidelines Section 15060(c)(3); and
2. Adopt the attached resolution approving a First Amendment to the Professional Services Agreement (PSA) between the City and WSP USA Environment & Infrastructure Inc. (WSP; formally Wood Environment & Infrastructure Solutions, Inc.) (WSP) for additional funding not-to-exceed amount of \$800,000 to accommodate the amended scope of work needed to continue remediation consulting services for the former Berk Oil site located at 5600-5636 Shull Street.

**BACKGROUND/DISCUSSION:**

The Equitable Communities Revitalization Grant (ECRG) administered by the California Department of Toxic Substances Control (DTSC) provides financial assistance to communities through reimbursable grants to investigate and clean up brownfield sites through a competitive process. The City of Bell Gardens ("City") applied for said grant(s) and was awarded the funds from the ECRG to remediate the former Berk Oil site located at 5600-5636 Shull Street Site ("Site") for residential purposes. The City's application to reimburse eligible environmental cleanup activities was approved by the DTSC's Office of Brownfields on June 6, 2022, for a period of 24 months. An extension to use the grant funding is being extended for up to an additional 12 months to ensure a complete site ready for redevelopment. The Los Angeles Regional Water Quality Control Board (RWQCB) is the lead agency working with DTSC and Bell Gardens providing oversight of the cleanup activities.

The awarded amount is to address the historically disproportionate impacts to communities and to revitalize land for public benefit within the Site. In doing so, equitable development is promoted by advancing economic opportunity, preventing displacement, increasing connectivity, developing healthy and safe communities, and supporting environmental justice.

On July 18, 2022, the City authorized a Development Agreement with WPH Holdings, LLC. Since the execution of this Development Agreement, conceptual approvals for affordable rental housing and affordable condominiums for sale on the Site were received.

To address the City's needs and the ECRG requirements, on August 1, 2022, a Request for Proposals (RFP) was released. On October 24, 2022, the City Council approved WSP to be the environmental consultant for the ECRG

Grant. After execution of WSP Agreement, the RWQCB, the lead agency overseeing the remediation of the Site, has requested additional vapor remediation and associated sampling, and testing to be completed, specifically Soil Vapor Extraction (SVE) that is a remediation process for volatile contaminants.

Given the additional work required, Staff is recommending an amendment to the Master Agreement that will revise the scope of work, extend the Term of the Agreement to December 31, 2025, and amend the Not-to-Exceed Sum of \$829,907 by \$800,000 for a new Not-to-Exceed Sum of \$1,629,907. The funds are 100% reimbursable by the ECRG.

### **ENVIRONMENTAL REVIEW**

Pursuant to the CEQA, Guidelines Section No. 15060(c)(3), this report is categorically exempt as organizational or administrative activities of governments that will not result in direct or indirect physical changes in the environment are exempt from the CEQA since the activity is not defined as a project.

### **CONCLUSION:**

WSP has provided valuable consulting services to the City and has a deep understanding of the historical and proposed Site activity. Based on their work to date, and the additional steps needed to continue helping the City coordinate the physical remediation of the Site, staff recommends the City Council approve a First Amendment to the Professional Services Agreement with WSP.

### **FISCAL IMPACT:**

Approval of the First Amendment and adoption of the attached Resolution would have no fiscal impact to the City since City staff and time, as well as that of the consultants and other supported parties, are funded in full by the ECRG Grant.

### **ATTACHMENTS:**

Exhibit 1 - Resolution No. 2024-17

Exhibit 2 - First Amendment to Wood Environmental PSA

### **APPROVED ELECTRONICALLY BY:**

Michael B. O'Kelly, City Manager

Stephanie Vasquez, City Attorney and/or Susie Altamirano, Assistant City Attorney

Manuel Carrillo, Director of Finance and Administrative Services

## **RESOLUTION NO. 2024-17**

### **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BELL GARDENS, CALIFORNIA, APPROVING AND AUTHORIZING A FIRST AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY OF BELL GARDENS AND WSP USA ENVIRONMENT & INFRASTRUCTURE INC. (WSP; FORMALLY WOOD ENVIRONMENT & INFRASTRUCTURE SOLUTIONS, INC.) FOR ADDITIONAL FUNDING FOR THE EQUITABLE COMMUNITY REVITALIZATION GRANT FOR 5600-5636 SHULL STREET**

**WHEREAS**, on November 9, 2022 the City of Bell Gardens (“City”) entered into a Professional Services Agreement (“PSA”) with WSP USA Environment & Infrastructure Inc. (WSP; formally Wood Environment & Infrastructure Solutions, Inc.) (“WSP”) for remediation consulting services for the Equitable Community Revitalization Grant for 5600-5636 Shull Street, the former Berk Oil Site;

**WHEREAS**, since commencement of the Work, the Los Angeles Regional Water Quality Control Board (“RWQCB”) is now requiring that WSP provide quarterly groundwater and soil vapor monitoring, construction implementation of the Data Gap Assessment and Data Gap Assessment Addendum, and implementation of a soil vapor extraction (SVE); and

**WHEREAS**, the City now desires to amend the existing PSA to extend the Term of the Agreement, modify the Scope of Work, and increase the Not-to-Exceed Sum.

**NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Bell Gardens as follows:**

**SECTION 1.** The City Council hereby finds and determines that the foregoing recitals are true and correct, constitute a material part of this Resolution, and therefore incorporate them herein in their entirety as part of the findings.

**SECTION 2.** The City Council hereby approves a First Amendment to the PSA by and between the City and WSP.

**SECTION 3.** The City Council further authorizes and directs the City Manager to execute the First Amendment on the City’s behalf along with any other ancillary documents relating thereto, including any amendments, extensions, and other documents consistent with and necessary to the implementation of the intent of the City Council as set forth in this Resolution.

**SECTION 4.** The City Clerk shall attest and certify to the passage and adoption of this Resolution and enter it into the book of original resolutions, and it shall become effective immediately upon its approval.

**PASSED, APPROVED and ADOPTED** this 8<sup>th</sup> day of April 2024.

**THE CITY OF BELL GARDENS**

---

Jorgel Chavez, Mayor

**APPROVED AS TO FORM:**

**ATTEST:**

---

Stephanie Vasquez  
City Attorney

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Daisy Gomez  
City Clerk

*[Signatures on the following page]*

I, \_\_\_\_\_, City Clerk of the City of Bell Gardens, hereby CERTIFY that **City Council Resolution No. \_\_\_\_\_** was adopted by the Bell Gardens City Council at a **regular** meeting of the City Council held on \_\_\_\_\_, and was approved and passed by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

2024

FIRST AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT

(Engagement: Equitable Community Revitalization Grant Environmental Remediation Consultation)

(Parties: WSP USA Environment & Infrastructure Inc. (WSP; formally Wood Environment & Infrastructure Solutions, Inc.) and City of Bell Gardens)

THIS FIRST AMENDMENT (hereinafter, "First Amendment") to that certain agreement entitled "Professional Services Agreement" and dated November 9, 2022 (hereinafter, "Master Agreement"), is hereby made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2024 (hereinafter, "Effective Date") by and between CITY OF BELL GARDENS, a municipal corporation (hereinafter, "City") and WSP USA ENVIRONMENT & INFRASTRUCTURE INC. (WSP; FORMALLY WOOD ENVIRONMENT & INFRASTRUCTURE SOLUTIONS, INC.) (hereinafter, "Consultant"). For purposes of this First Amendment, the capitalized term "Parties" shall be a collective reference to both City and Consultant. The capitalized term "Party" may refer to either City or Consultant interchangeably, as appropriate.

RECITALS

This First Amendment is made and entered into with respect to the following facts:

**WHEREAS**, on November 9, 2022, the Parties executed and entered into the Professional Services Agreement for Consultant to provide remediation consulting services for the Equitable Community Revitalization Grant for 5600-5636 Shull Street, the former Berk Oil Site; and

**WHEREAS**, the Master Agreement is attached and incorporated hereto as **Exhibit "A"**; and

**WHEREAS**, since commencement of the Work, the Los Angeles Regional Water Quality Control Board ("RWQCB") is now requiring that Consultant provide quarterly groundwater and soil vapor monitoring, construction implementation of the Data Gap Assessment and Data Gap Assessment Addendum, and implementation of a soil vapor extraction (SVE); and

**WHEREAS**, the Parties wish to revise the Not-to-Exceed Sum to allow City to compensate Consultant for the additional Work.

NOW, THEREFORE, in consideration of the mutual agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound hereby, the Parties agree as follows:

SECTION 1. Section 4 (TERM) of the Master Agreement is hereby amended to extend the Term of the Master Agreement through December 31, 2025.



SECTION 2. Section 5.1 (SCOPE OF WORK) of the Master Agreement is hereby amended to include those services provided in CONSULTANT's Proposal "Budget Increase Request for the Former Berk Oil Facility Former Berk Oil, Bell Gardens, California" dated April 1, 2024 (hereinafter "Supplemental Scope of Work"), which is attached and incorporated hereto as **Exhibit "B"**.

SECTION 3. 6.1 (COMPENSATION) of the Master Agreement is hereby amended to increase the total Not-to-Exceed Sum of **EIGHT HUNDRED TWENTY-NINE THOUSAND NINE HUNDRED AND SEVEN DOLLARS (\$829,907)** by **EIGHT HUNDRED THOUSAND DOLLARS (\$800,000)** for a new Not-to-Exceed Sum of **ONE MILLION SIX HUNDRED TWENTY-NINE THOUSAND NINE HUNDRED AND SEVEN DOLLARS (\$1,629,907)** for the additional Work required.

SECTION 4. Except as otherwise set forth in this First Amendment, the Master Agreement, shall remain binding, controlling, and in full force and effect. Section 18.9 of the Master Agreement notwithstanding, this First Amendment, together with the Master Agreement, shall constitute the entire, complete, final, and exclusive expression of the Parties with respect to the matters addressed in both documents.

SECTION 5. The provisions of this First Amendment shall be deemed a part of the Master Agreement, and except, as otherwise provided under this First Amendment, the Master Agreement, and all provisions contained therein shall remain binding and enforceable. In the event of any conflict or inconsistency between the provisions of this First Amendment and the provisions of the Master Agreement, the provisions of this First Amendment shall control, but only in so far as such provisions conflict with the Master Agreement, and no further.

[SIGNATURES ON NEXT PAGE]

IN WITNESS WHEREOF, the Parties hereto have caused this First Amendment to be executed on the day and year first appearing above.

**CITY:**

**CITY OF BELL GARDENS**

By: \_\_\_\_\_

Michael B. O'Kelly, City Manager

Date: \_\_\_\_\_

**CONSULTANT:**

**WSP USA ENVIRONMENT &  
INFRASTRUCTURE INC. (WSP;  
FORMALLY WOOD ENVIRONMENT  
& INFRASTRUCTURE SOLUTIONS,  
INC.)**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**APPROVED AS TO FORM:**

By: \_\_\_\_\_

Stephanie Vasquez, City Attorney

Date: \_\_\_\_\_

**EXHIBIT “A”  
MASTER AGREEMENT**

2022

**PROFESSIONAL SERVICES AGREEMENT**

(Engagement: Equitable Community Revitalization Grant Environmental Remediation Consultation)

(Parties: City of Bell Gardens and Wood Environment & Infrastructure Solutions, Inc.)

**1. IDENTIFICATION**

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is entered into by and between the City of Bell Gardens ("City"), a California municipal corporation and Wood Environment & Infrastructure Solutions, Inc. ("Consultant"). The capitalized term "Party" or "Parties" may refer to either City or Consultant, interchangeably as appropriate.

**2. RECITALS**

**WHEREAS**, City requires remediation consulting services for the Equitable Community Revitalization Grant for 5600-5636 Shull Street, the former Berk Oil site; and

**WHEREAS**, City staff has determined that Consultant possesses the experience, skills and training necessary to competently provide such services for City.

**NOW, THEREFORE**, for and in consideration of the mutual covenants and conditions herein contained, City and Consultant agree as follows:

**3. DEFINITIONS**

"Effective Date": Date of when Agreement is fully executed by all Parties.

**4. TERM**

This Agreement shall have a term commencing from the Effective Date through December 31, 2024 (hereinafter, the "Term"). Nothing in this Section shall operate to prohibit or otherwise restrict the City's ability to terminate this Agreement at any time for convenience or for cause as provided under Section 17 (Termination), below.

**5. SCOPE OF WORK**

5.1 Subject to the terms and conditions of this Agreement, Consultant agrees to provide the services and tasks described in that certain City Request for Proposals entitled "Request for Proposals Equitable Community Revitalization Grant Environmental Remediation Consultation for 5600-5636 Shull Street / Former Berk Oil Site" issued August 1, 2022, (hereinafter the "City RFP") and the written proposal of Consultant entitled "Proposal for Equitable Community Revitalization Grant Environmental Remediation Consultation for 5600-5636 Street Former Berk Oil Site" (hereinafter the "Consultant Proposal") dated August 15, 2022. The City RFP and the Consultant Proposal are attached and incorporated hereto as **Exhibit "A" and "B,"** respectively. The term "Scope of Work" shall be a collective reference to the City RFP and the

Consultant Proposal. The capitalized term "Work" shall be a collective reference to all the various services and tasks referenced in the Scope of Work. In the event of any conflict or inconsistency between the provisions of the document entitled City RFP and the provisions of the document entitled Consultant Proposal, the requirements of the document entitled City RFP shall govern and control but only to the extent of the conflict or inconsistency and no further. In the event of any conflict or inconsistency between the provisions of the Scope of Work and the provisions of this Agreement to which the Scope of Work is attached, the provisions of this Agreement shall govern and control.

5.2 Consultant represents that it has, or will secure at its own expense, all personnel required to perform the services identified in the Scope of Work. All such services shall be performed by Consultant or under its supervision, and all personnel engaged in the work shall be qualified to perform such services. Consultant shall identify a project administrator and shall have direct responsibility for management of Consultant's performance under this Agreement. No change shall be made in Consultant's project administrator without City's prior written consent.

5.3 Consultant understands the nature and scope of the Work to be performed under this Agreement as well as any and all schedules of performance.

5.4 Consultant shall not claim or be entitled to receive any compensation or damage because of the failure of Consultant, or its subconsultants, to have related services or tasks completed in a timely manner.

5.5 Consultant shall at all times enforce strict discipline and good order among Consultant's employees.

5.6 Consultant, at its sole expense, shall pay all sales, consumer, use or other similar taxes required by law.

5.7 Consultant shall obtain a City business license prior to commencing performance under this Agreement. Consultant shall perform all work to the highest professional standards of Consultant's profession and in a manner, reasonably satisfactory to City. Consultant shall comply with all applicable federal, state, and local laws and regulations (including the conflict of interest provisions of Government Code Section 1090 and the Political Reform Act (Government Code Section 81000 et seq.)). During the term of this Agreement, Consultant shall not perform any work for another person or entity for whom Consultant was not working at the Commencement Date if both (i) such work would require Consultant to abstain from a decision under this Agreement pursuant to a conflict of interest statute; and (ii) City has not consented in writing to Consultant's performance of such work.

5.8 All of Consultant's employees and agents possess sufficient skill, knowledge, training and experience to perform those services and tasks assigned to them by Consultant.

5.9 All of Consultant's employees and agents (including, but not limited to, subcontractors and subconsultants) possess all licenses, permits, certificates,

qualifications and approvals of whatever nature that are legally required to perform the tasks and services contemplated under this Agreement and all such licenses, permits, certificates, qualifications and approvals will be maintained throughout the term of this Agreement and made available to City for copying and inspection.

5.10 The Parties acknowledge and agree that Consultant will perform, at Consultant's own cost and expense and without any reimbursement from City, any services necessary to correct any errors or omissions caused by Consultant's failure to comply with the standard of care set forth under this Section or by any like failure on the part of Consultant's employees, agents, contractors, subcontractors and subconsultants. Such effort by Consultant to correct any errors or omissions will be commenced immediately upon their discovery by either Party and will be completed within seven (7) calendar days from the date of discovery or such other extended period of time authorized by the city representative in writing and in their sole and absolute discretion. The Parties acknowledge and agree that City's acceptance of any work performed by Consultant or on Consultant's behalf will not constitute a release of any deficiency or delay in performance. The Parties further acknowledge, understand and agree that CITY has relied upon the foregoing representations of Consultant, including but not limited to the representation that Consultant possesses the skills, training, knowledge and experience necessary to perform the Work skillfully, competently and to the highest standards of Consultant's profession.

## **6. COMPENSATION**

6.1 Consultant shall perform the Work in accordance with the Cost and Pricing which is incorporated to the Consultant Proposal (hereinafter "Compensation Rate"). The foregoing notwithstanding, Consultant's total compensation for the performance of all Work contemplated under this Agreement, will not exceed the total budgeted aggregate sum of **EIGHT HUNDRED TWENTY-NINE THOUSAND NINE HUNDRED SEVEN DOLLARS (\$829,907)** (hereinafter the "Not-to-Exceed Sum") during the Term of this Agreement, unless such added expenditure is first approved by the City Council. In the event Consultant's charges are projected to exceed the Not-to-Exceed Sum prior to the expiration of this Agreement, City may suspend Consultant's performance pending City approval of any anticipated expenditures in excess of the Not-to-Exceed Sum or any other City approved amendment to the compensation terms of this Agreement.

6.2 The Not-to-Exceed Sum will be paid to Consultant in monthly increments as the Work is completed. Following the conclusion of each calendar month, Consultant will submit to City an itemized invoice indicating the services performed and tasks completed during the recently concluded calendar month, including services and tasks performed and the reimbursable out-of-pocket expenses incurred. If the amount of Consultant's monthly compensation is a function of hours worked by Consultant's personnel, the invoice should indicate the number of hours worked in the recently concluded calendar month, the persons responsible for performing the Work, the rate of compensation at which such services and tasks were performed, the subtotal for each task and service performed and a grand total for all services performed. Within thirty (30) calendar days of receipt of each invoice, City will notify Consultant in writing of any disputed amounts included in the invoice. Within forty-five (45) calendar days of receipt of each invoice,

City will pay all undisputed amounts included on the invoice. City will not withhold applicable taxes or other authorized deductions from payments made to Consultant.

## **7. OWNERSHIP OF WRITTEN PRODUCTS**

All reports, documents, or other written material (hereinafter "written products") developed by Consultant in the performance of this Agreement shall be and remain the property of City without restriction or limitation upon its use or dissemination by City.

## **8. RELATIONSHIP OF PARTIES**

Consultant is and shall remain at all times as to City, a wholly independent contractor. Consultant shall have no power to incur any debt, obligation, or liability on behalf of City or otherwise to act on behalf of City as an agent. Neither City nor any of its officers, employees or agents shall have control over the conduct of Consultant or any of Consultant's employees, except as set forth in this Agreement. Consultant shall not represent that it is, or that any of its agents or employees are, in any manner City employees. Consultant is not, nor shall become, by virtue of performance of the professional services provided under this Agreement, entitled to any City employee benefits, including but not limited to health insurance, dental insurance, vacation pay, retirement pension, unemployment insurance or workers' compensation insurance.

## **9. CONFIDENTIALITY**

All data, documents, discussion, or other information developed or received by Consultant or provided for performance of this Agreement are deemed confidential and shall not be disclosed by Consultant without prior written consent by City. City shall grant such consent if disclosure is legally required. Upon request, all City data and any copies thereof shall be returned to City upon the termination or expiration of this Agreement.

## **10. INDEMNIFICATION**

10.1 The Parties agree that City and City's elected and appointed officials, officers, employees, agents and volunteers (hereinafter, the "City Indemnitees") should, to the fullest extent permitted by law, be protected from any and all loss, injury, damage, claim, lawsuit, cost, expense, attorneys' fees, litigation costs, or any other cost arising out of or in any way related to the performance of this Agreement. Accordingly, the provisions of this indemnity provision are intended by the Parties to be interpreted and construed to provide the City Indemnitees with the fullest protection possible under the law. Consultant acknowledges that City would not enter into this Agreement in the absence of Consultant's commitment to indemnify, defend and protect City as set forth herein. Notwithstanding the foregoing, to the extent Consultant's services are subject to Civil Code Section 2782.8, the above indemnity shall be limited, to the extent required by Civil Code Section 2782.8, to Claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant. Consultant's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by the City, its officials, officers, employees, agents or volunteers.

10.2 To the fullest extent permitted by law, Consultant shall indemnify, hold harmless and defend the City Indemnitees from and against all liability, loss, damage, expense, cost (including without limitation reasonable attorneys' fees, expert fees and all other costs, and fees of litigation) of every nature arising out of or in connection with Consultant's performance of work hereunder or its failure to comply with any of its obligations contained in this Agreement, except such loss or damage which is caused by the sole negligence or willful misconduct of the City.

10.3 City shall have the right to offset against the amount of any compensation due to Consultant under this Agreement, any amount due to City from Consultant as a result of Consultant's failure to either pay City promptly for any costs associated with Consultant's obligations to indemnify the City Indemnitees under this Section, or related to Consultant's failure to either (i) pay taxes on amounts received pursuant to this Agreement, or (ii) comply with applicable workers' compensation laws.

10.4 The obligations of Consultant under this Section will not be limited by the provisions of any workers' compensation act or similar act. Consultant expressly waives its statutory immunity under such statutes or laws as to City and City's elected and appointed officials, officers, employees, agents, and volunteers.

10.5 Consultant agrees to obtain executed indemnity agreements with provisions identical to those set forth herein this Section from each and every subcontractor or any other person or entity involved by, for, with or on behalf of Consultant in the performance of this Agreement. In the event Consultant fails to obtain such indemnity obligations from others as required herein, Consultant agrees to be fully responsible and indemnify, hold harmless and defend City and City's elected and appointed officials, officers, employees, agents, and volunteers from and against any and all claims and losses, costs or expenses for any damage due to death or injury to any person and injury to any property resulting from any alleged intentional, reckless, negligent, or otherwise wrongful acts, errors or omissions of Consultant's subcontractors or any other person or entity involved by, for, with or on behalf of Consultant in the performance of this Agreement. Such costs and expenses shall include reasonable attorneys' fees incurred by counsel of City's choice.

10.6 City does not, and shall not waive any rights that it may possess against Consultant because of the acceptance by City, or the deposit with City, of any insurance policy or certificate required pursuant to this Agreement. This hold harmless and indemnification provision shall apply regardless of whether or not any insurance policies are determined to be applicable to the claim, demand, damage, liability, loss, cost, or expense.

10.7 This Section and all provisions contained herein (including but not limited to the duty to indemnify, defend, and hold free and harmless) shall survive the termination or normal expiration of this Agreement and is in addition to any other rights or remedies which the CITY may have at law or in equity.

## **11. INSURANCE**

11.1 During the term of this Agreement, Consultant shall carry, maintain, and keep in full force and effect insurance against claims for death or injuries to persons or



damages to property that may arise from or in connection with Consultant's performance of this Agreement. Such insurance shall be of the types and in the amounts as set forth below:

11.1.1 Comprehensive General Liability Insurance with coverage limits of not less than One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) aggregate including products and Completed operations hazard, contractual insurance, broad form property damage, independent Consultants, personal injury.

11.1.2 Automobile liability insurance. Consultant shall maintain automobile insurance at least as broad as Insurance Services Office form CA 00 01 covering bodily injury and property damage for all activities of the Consultant arising out of or in connection with work to be performed under this Agreement, including coverage for any owned, hired, non-owned or rented vehicles, in an amount not less than \$1,000,000 combined single limit for each accident. Professional liability (Errors & Omissions) insurance. Consultant shall maintain professional liability insurance that covers the Services to be performed in connection with this Agreement, in the minimum amount of \$1,000,000 per claim and in the aggregate. Any policy inception date, continuity date, or retroactive date must be before the effective date of this Agreement and Consultant agrees to maintain continuous coverage through a period no less than three (3) years after completion of the services required by this Agreement.

11.1.3 Professional liability (Errors & Omissions) insurance. Consultant shall maintain professional liability insurance that covers the Services to be performed in connection with this Agreement, in the minimum amount of \$1,000,000 per claim and in the aggregate. Any policy inception date, continuity date, or retroactive date must be before the effective date of this Agreement and Consultant agrees to maintain continuous coverage through a period no less than three (3) years after completion of the services required by this Agreement.

11.1.4 Worker's Compensation insurance as required by the laws of the State of California and Employer's Liability Insurance (with limits of at least \$1,000,000).

11.1.5 Consultant shall submit to City, along with the certificate of insurance, a Waiver of Subrogation endorsement in favor of City, its officers, agents, employees and volunteers.

11.2 Consultant shall require each of its subcontractors, if any, to maintain insurance coverage that meets all of the requirements of this Agreement.

11.3 The policy or policies required by this Agreement shall be issued by an insurer admitted in the State of California and with a rating of at least A:VII in the latest edition of Best's Insurance Guide.

11.4 Consultant agrees that if it does not keep the aforesaid insurance in full force and effect City may either (i) immediately terminate this Agreement; or (ii) take out the necessary insurance and pay, at Consultant's expense, the premium thereon.

11.5 At all times during the term of this Agreement, Consultant shall maintain on file with City's Risk Manager a certificate or certificates of insurance showing that the aforesaid policies are in effect in the required amounts and naming the City as an additional insured. Consultant shall, prior to commencement of work under this Agreement, file with City's Risk Manager such certificate(s).

11.6 Consultant shall provide proof that policies of insurance required herein expiring during the term of this Agreement have been renewed or replaced with other policies providing at least the same coverage. Such proof will be furnished at least two (2) weeks prior to the expiration of the coverages.

11.7 The general liability and automobile policies of insurance required by this Agreement shall contain an endorsement naming City, its officers, employees, agents and volunteers as additional insureds. All of the policies required under this Agreement shall contain an endorsement providing that the policies cannot be canceled or reduced except on thirty (30) days' prior written notice to City. Consultant agrees to require its insurer to modify the certificates of insurance to delete any exculpatory wording stating that failure of the insurer to mail written notice of cancellation imposes no obligation, and to delete the word "endeavor" with regard to any notice provisions.

11.8 The insurance provided by Consultant shall be primary to any coverage available to City. Any insurance or self-insurance maintained by City, its officers, employees, agents or volunteers, shall be in excess of Consultant's insurance and shall not contribute with it.

11.9 Any deductibles or self-insured retentions must be declared to and approved by City. At the option of City, Consultant shall either reduce or eliminate the deductibles or self-insured retentions with respect to City, or Consultant shall procure a bond guaranteeing payment of losses and expenses.

11.10 Procurement of insurance by Consultant shall not be construed as a limitation of Consultant's liability or as full performance of Consultant's duties to indemnify, hold harmless and defend under Section 10 of this Agreement.

## **12. MUTUAL COOPERATION**

City shall provide Consultant with complete access to information for the proper performance of Consultant's services under this Agreement.

## **13. RECORDS AND INSPECTIONS**

Consultant shall maintain full and accurate records with respect to all matters covered under this Agreement for a period of three (3) years after the expiration or termination of this Agreement. City shall have the right to access and examine such records, without charge, during normal business hours. City shall further have the right to audit such records, to make transcripts therefrom and to inspect all program data, documents, proceedings, and activities.

#### **14. PERMITS AND APPROVALS**

Consultant shall obtain, at its sole cost and expense, all permits and regulatory approvals necessary in the performance of this Agreement.

#### **15. NOTICES**

Any notices, bills, invoices, or reports required by this Agreement shall be deemed received on: (i) the day of delivery if delivered by hand, facsimile or overnight courier service during Consultant's and City's regular business hours; or (ii) on the third (3<sup>rd</sup>) business day following deposit in the United States mail if delivered by mail, postage prepaid, to the addresses listed below (or to such other addresses as the parties may, from time to time, designate in writing).

##### **If to City:**

City of Bell Gardens  
7100 S. Garfield Ave.  
Bell Gardens, California 90201

With a courtesy copy to:

Rick Olivarez,  
Olivarez Madruga Law Organization, LLP  
500 S. Grand Ave., Floor 12  
Los Angeles, CA 90071  
Telephone: (213)744-0099  
Facsimile: (213)744-0093

##### **If to Consultant:**

Wood Environment &  
Infrastructure Solutions, Inc  
3560 Hayland Avenue, Suite 100  
Costa Mesa, CA 92626  
Attn: Joseph Bahde, Principal  
Geologist

#### **16. SURVIVING COVENANTS**

The termination of this Agreement pursuant to any provision of this Section or by normal expiration of its term or any extension thereto will not operate to terminate any Section or provision contained herein which provides that it will survive the termination or normal expiration of this Agreement.

#### **17. TERMINATION**

17.1. City may immediately terminate this Agreement at any time for convenience and without cause by giving prior written notice of City's intent to terminate this Agreement which notice shall specify the effective date of such termination. Upon such termination for convenience, Consultant will be compensated only for those services and tasks which have been performed by Consultant up to the effective date of the termination. Consultant may not terminate this Agreement except for cause as provided under Section 17.2, below. If this Agreement is terminated as provided herein, City may require Consultant to provide all finished or unfinished Documents and Data, and other information of any kind prepared by Consultant in connection with the performance of the Work. Consultant will be required to provide such Documents and Data within fifteen (15) calendar days of City's written request. No actual or asserted breach of this Agreement on the part of City

pursuant to Section 17.2, below, will operate to prohibit or otherwise restrict City's ability to terminate this Agreement for convenience as provided under this Section.

17.2. In the event either Party fails to perform any duty, obligation, service or task set forth under this Agreement (or fails to timely perform or properly perform any such duty, obligation, service or task set forth under this Agreement), an event of default (hereinafter, "Event of Default") will occur. For all Events of Default, the Party alleging an Event of Default will give written notice to the defaulting Party (hereinafter referred to as a "Default Notice") which will specify: (i) the nature of the Event of Default; (ii) the action required to cure the Event of Default; (iii) a date by which the Event of Default will be cured, which will not be less than the applicable cure period set forth under Sections 17.3 and 17.4, below, or if a cure is not reasonably possible within the applicable cure period, to begin such cure and diligently prosecute such cure to completion. The Event of Default will constitute a breach of this Agreement if the defaulting Party fails to cure the Event of Default within the applicable cure period or any extended cure period allowed under this Agreement.

17.3. CONSULTANT will cure the Event of Default within the following time periods:

- i. Within ten (10) business days of CITY's issuance of a Default Notice for any failure of CONSULTANT to timely provide CITY or CITY's employees or agents with any information and/or written reports, documentation or work product which CONSULTANT is obligated to provide to CITY or CITY's employees or agents under this Agreement. Prior to the expiration of the 10-day cure period, CONSULTANT may submit a written request for additional time to cure the Event of Default upon a showing that CONSULTANT has commenced efforts to cure the Event of Default and that the Event of Default cannot be reasonably cured within the 10-day cure period. The foregoing notwithstanding, CITY will be under no obligation to grant additional time for the cure of an Event of Default under this Section 5.2B.i. that exceeds seven (7) calendar days from the end of the initial 10-day cure period; or
- ii. Within fourteen (14) calendar days of CITY's issuance of a Default Notice for any other Event of Default under this Agreement. Prior to the expiration of the 14-day cure period, CONSULTANT may submit a written request for additional time to cure the Event of Default upon a showing that CONSULTANT has commenced efforts to cure the Event of Default and that the Event of Default cannot be reasonably cured within the 14-day cure period. The foregoing notwithstanding, CITY will be under no obligation to grant additional time for the cure of an Event of Default under this Section 17.3(ii) that exceeds thirty (30) calendar days from the end of the initial 14-day cure period.

17.4. In addition to any other failure on the part of Consultant to perform any duty, obligation, service or task set forth under this Agreement (or the failure to timely perform or properly perform any such duty, obligation, service or task), an Event of Default on the part of Consultant will include, but will not be limited to the following: (i) Consultant's refusal or failure to perform any of the services or tasks called for under the Scope of

Work; (ii) Consultant's failure to fulfill or perform its obligations under this Agreement within the specified time or if no time is specified, within a reasonable time; (iii) Consultant's and/or its employees' disregard or violation of any federal, state, local law, rule, procedure or regulation; (iv) the initiation of proceedings under any bankruptcy, insolvency, receivership, reorganization, or similar legislation as relates to Consultant, whether voluntary or involuntary; (v) Consultant's refusal or failure to perform or observe any covenant, condition, obligation or provision of this Agreement; and/or (vi) City's discovery that a statement representation or warranty by Consultant relating to this Agreement is false, misleading or erroneous in any material respect.

17.5. City will cure any Event of Default asserted by Consultant within forty-five (45) calendar days of Consultant's issuance of a Default Notice, unless the Event of Default cannot reasonably be cured within the 45-day cure period. Prior to the expiration of the 45-day cure period, City may submit a written request for additional time to cure the Event of Default upon a showing that City has commenced its efforts to cure the Event of Default and that the Event of Default cannot be reasonably cured within the 45-day cure period. The foregoing notwithstanding, an Event of Default dealing with City's failure to timely pay any undisputed sums to Consultant will be cured by City within five (5) calendar days from the date of Consultant's Default Notice to City.

17.6. City, in its sole and absolute discretion, may also immediately suspend Consultant's performance under this Agreement pending Consultant's cure of any Event of Default by giving Consultant written notice of City's intent to suspend Consultant's performance (hereinafter, a "Suspension Notice"). City may issue the Suspension Notice at any time upon the occurrence of an Event of Default. Upon such suspension, Consultant will be compensated only for those services and tasks which have been rendered by Consultant to the reasonable satisfaction of City up to the effective date of the suspension. No actual or asserted breach of this Agreement on the part of City will operate to prohibit or otherwise restrict City's ability to suspend this Agreement as provided herein.

17.7. No waiver of any Event of Default or breach under this Agreement will constitute a waiver of any other or subsequent Event of Default or breach. No waiver, benefit, privilege, or service voluntarily given or performed by a Party will give the other Party any contractual rights by custom, estoppel, or otherwise.

17.8. The duties and obligations imposed under this Agreement and the rights and remedies available hereunder will be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. In addition to any other remedies available to City at law or under this Agreement in the event of any breach of this Agreement, City, in its sole and absolute discretion, may also pursue any one or more of the following remedies:

- i. Upon written notice to Consultant, the City may immediately terminate this Agreement in whole or in part;
- ii. Upon written notice to Consultant, the City may extend the time of performance;

- iii. The City may proceed by appropriate court action to enforce the terms of the Agreement to recover damages for Consultant's breach of the Agreement or to terminate the Agreement; or
- iv. The City may exercise any other available and lawful right or remedy.

17.9 Consultant will be liable for all legal fees plus other costs and expenses that City incurs upon a breach of this Agreement or in the City's exercise of its remedies under this Agreement.

17.10. In the event City is in breach of this Agreement, Consultant's sole remedy will be the suspension or termination of this Agreement and/or the recovery of any unpaid sums lawfully owed to Consultant under this Agreement for completed services and tasks.

## **18. GENERAL PROVISIONS**

18.1 Consultant shall not delegate, transfer, subcontract or assign its duties or rights hereunder, either in whole or in part, without City's prior written consent, and any attempt to do so shall be void and of no effect. City shall not be obligated or liable under this Agreement to any party other than Consultant.

18.2 In the performance of this Agreement, Consultant shall not discriminate against any employee, subcontractor, or applicant for employment because of race, color, creed, religion, sex, marital status, national origin, ancestry, age, physical or mental handicap, medical condition, or sexual orientation. Consultant will take affirmative action to ensure that subcontractors and applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, religion, sex, marital status, national origin, ancestry, age, physical or mental handicap, medical condition, or sexual orientation.

18.3 The captions appearing at the commencement of the sections hereof, and in any paragraph thereof, are descriptive only and for convenience in reference to this Agreement. Should there be any conflict between such heading, and the section or paragraph thereof at the head of which it appears, the section or paragraph thereof, as the case may be, and not such heading, shall control and govern in the construction of this Agreement. Masculine or feminine pronouns shall be substituted for the neuter form and vice versa, and the plural shall be substituted for the singular form and vice versa, in any place or places herein in which the context requires such substitution(s).

18.4 The waiver by City or Consultant of any breach of any term, covenant or condition herein contained shall not be deemed to be a waiver of such term, covenant, or condition or of any subsequent breach of the same or any other term, covenant or condition herein contained. No term, covenant or condition of this Agreement shall be deemed to have been waived by City or Consultant unless in writing.

18.5 Consultant shall not be liable for any failure to perform if Consultant presents acceptable evidence that such failure was due to causes beyond the control and without the fault or negligence of Consultant.

18.6 Each right, power and remedy provided for herein or now or hereafter existing at law, in equity, by statute, or otherwise shall be cumulative and shall be in

addition to every other right, power, or remedy provided for herein or now or hereafter existing at law, in equity, by statute, or otherwise. The exercise, the commencement of the exercise, or the forbearance of the exercise by any party of any one or more of such rights, powers or remedies shall not preclude the simultaneous or later exercise by such party of any of all of such other rights, powers or remedies. In the event legal action shall be necessary to enforce any term, covenant or condition herein contained, the party prevailing in such action, whether reduced to judgment or not, shall be entitled to its reasonable court costs, including accountants' fees, if any, and attorneys' fees expended in such action subject to the limitations contained in Section 10. The venue for any litigation shall be Los Angeles County, California.

18.7 If any term or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, then such term or provision shall be amended to, and solely to, the extent necessary to cure such invalidity or unenforceability, and in its amended form shall be enforceable. In such event, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

18.8 This Agreement shall be governed and construed in accordance with the laws of the State of California.

18.9 All documents referenced as exhibits in this Agreement are hereby incorporated in this Agreement. In the event of any material discrepancy between the express provisions of this Agreement and the provisions of any document incorporated herein by reference, the provisions of this Agreement shall prevail. This instrument contains the entire Agreement between City and Consultant with respect to the transactions contemplated herein. No other prior oral or written agreements are binding upon the parties. Amendments hereto or deviations here from shall be effective and binding only if made in writing and executed by City and Consultant.

[SIGNATURES ON NEXT PAGE]

TO EFFECTUATE THIS AGREEMENT, the parties have caused their duly authorized representatives to execute this Agreement on the dates set forth below.

**"City"**  
**City of Bell Gardens**

**"Consultant"**  
**Wood Environmental &  
Infrastructure Solutions, Inc.**

By:   
Michael B. O'Kelly, City Manager

By: \_\_\_\_\_

Date: 11/9/2022

Date: \_\_\_\_\_

Approved as to form:

By:   
Rick Olivarez, City Attorney

on behalf of




**TO EFFECTUATE THIS AGREEMENT**, the parties have caused their duly authorized representatives to execute this Agreement on the dates set forth below.

**"City"**  
**City of Bell Gardens**

**"Consultant"**  
**Wood Environmental &  
Infrastructure Solutions, Inc.**

By: \_\_\_\_\_  
Michael B. O'Kelly, City Manager

By:   
D. Bruce Conkle  
Vice President & LA Basin Mgr.

Date: \_\_\_\_\_

Date: OCT 31, 2022

Approved as to form:

By: \_\_\_\_\_  
Rick Olivarez, City Attorney

**EXHIBIT “A”**

**CITY RFP**



# REQUEST FOR PROPOSALS

**Equitable Community Revitalization Grant  
Environmental Remediation Consultation for  
5600-5636 Shull Street / Former Berk Oil Site**

**RFP Release Date**  
**August 01, 2022**

**Proposal Submittal Deadline**  
**5:00 p.m., Monday, August 15, 2022**

**Contact Person:**  
**Steven Jones, City Planner**  
**City of Bell Gardens**  
**7100 Garfield Avenue**  
**Bell Gardens, CA 90201**  
**(562) 806-7723**  
**[sjones@bellgardens.org](mailto:sjones@bellgardens.org)**

## TABLE OF CONTENTS

Introduction .....	4
Submittal Procedures and Deadline .....	4
Definitions, Terms and Conditions .....	5
Background .....	7
Scope of work .....	7
Proposal Format and Content Requirements .....	8
Evaluation Criteria .....	10

## INTRODUCTION

The City of Bell Gardens Community Development Department ("City") is seeking qualified individuals/firms with proven expertise to submit a proposal to perform environmental remediation consultation for property located at 5600-5636 Shull Street (known as the former Berk Oil Site) as detailed by the Equitable Community Revitalization Grant ("ECRG") the City has been awarded through the State Department of Toxic Substances Control (DTSC) (Refer to grant milestones).

It is the intent of the City of Bell Gardens to select a single firm to accomplish and/or supply all services outlined in this Request for Proposal ("RFP").

## SUBMITTAL PROCEDURES/DEADLINE

*Four copies of your response, two (2) bound, one (1) unbound and (1) electronic version (emailed to [cityclerkdesk@bellgardens.org](mailto:cityclerkdesk@bellgardens.org) and [sjones@bellgardens.org](mailto:sjones@bellgardens.org)), shall be submitted no later than 5:00 p.m. on Monday, August 15, 2022, to the City Clerk's Office.* The electronic version of the proposal must be an exact duplicate of the hard copies. If the proposal includes any comments over and above the specific information requested in this RFP, such information should be included as a separate appendix and placed at the end of the proposal.

Postmarks by this date are not acceptable and facsimiles will not be accepted. Please mail or deliver your response in a sealed envelope with "ECRG/ENV RFP Response" written below the address label and addressed as follows:

City Clerk's Office  
Attention: Ms. Vanessa Quiroz, Acting City Clerk  
ECRG/ENV RFP Response  
City of Bell Gardens  
7100 Garfield Avenue  
Bell Gardens, CA 90201

To ensure a fair and objective RFP process and evaluation, all questions and inquiries related to this RFP shall be addressed in writing to Steven Jones, City Planner, at [sjones@bellgardens.org](mailto:sjones@bellgardens.org). The deadline for written questions and inquiries is August 11, 2022. City Hall is open Monday through Thursday from 7:30 AM to 6:00 PM.

The tentative schedule for this Request for Proposals is as follows:

Release of RFP to Vendors	Monday, August 01, 2022
Deadline for Questions and Inquiries	Thursday, August 11, 2022, by 5:00 PM
Proposal Submission Deadline	Monday, August 15, 2022, by 5:00 PM
Interviews for Qualified Firms	Week of August 15, 2022
Contract Evaluations/Negotiations	Week of August 15, 2022
City Council Meeting for Approval	Monday, August 22, 2022
Earliest Award of Any One Contract	Week of August 22, 2022

## DEFINITIONS, TERMS AND CONDITIONS

**Definitions:** In order to simplify and clarify the language throughout this Request for Proposals, the following definitions shall apply:

**CITY:** The City of Bell Gardens, CA.

**CITY COUNCIL:** The elected officials of the City of Bell Gardens, who have been given the authority to exercise such powers and jurisdiction on all City business as conferred by the State Constitution and Laws.

**CONTRACT:** An agreement between the City and the selected firm to furnish supplies and/or services over a designated period during which repeated purchases are made of the commodity and/or service specified.

**RFP:** Request for Proposal.

**FIRM/CONSULTANT:** Organization offering a proposal in response to this RFP.

### **Proposal Terms and Conditions:**

#### **Electronic Documents**

Consultants may be supplied with the original RFP documents in electronic form to aid in the preparation of proposal(s). By accepting these electronic documents, each Consultant agrees not to edit or change the language or format of these documents. Submission of a proposal by consultants signifies full agreement with this requirement.

#### **Receipt of Proposals**

Submitted proposal(s) must be properly addressed and received by the City prior to the date and time specified. The mere fact that the proposal was dispatched will not be considered; the Consultant must ensure that the proposal is delivered.

Proposals received after the date and time specified shall be returned and will be considered void and unacceptable. The City is not responsible for the lateness of the mail carrier, etc.; and the time/date stamp of receipt by the City Clerk's Office shall be the official time of receipt.

#### **Alterations**

Proposals documents cannot be physically altered or amended after the closing date. Alterations made before closing must be initialed by the Consultant to guarantee authenticity. Proposals may not be withdrawn after the proposal closing date and each Consultant agrees to this stipulation upon submittal of its proposal. However, all proposals are subject to negotiation before a contract is awarded as further described below.

#### **Questions and Inquiries**

To ensure a fair and objective RFP process and evaluation, all questions and inquiries related to this RFP shall be addressed in writing to Steven Jones, City Planner. The deadline for written questions and inquiries is Thursday, August 11, 2022. City Hall is open Monday through Thursday from 7:30 AM to 6:00 PM.

#### **Communication**

The City shall not be responsible for any verbal communication between any employee of the City and any proposing firm. Only written requirements and qualifications will be considered.

No oral statement of any person shall modify or otherwise change, or affect the terms, conditions, or specifications stated in the resulting contract. All change orders to the contract will be made in writing by the City Manager.

### **Reservations**

The City reserves the right to accept or reject any or all proposals received because of this request, to negotiate with all qualified sources, or to cancel, in part or in its entirety, this Request for Proposal if found in the best interest of the City.

### **Reimbursements**

All costs incurred in the preparation of a proposal, the submission of additional information, and/or any other aspect of preparing a proposal will be borne by the Consultant.

### **Certification**

Any proposal which does not contain all the information requested in this RFP will be considered incomplete and may be rejected by the City.

### **Funding**

The City operates and is funded on a fiscal year basis. Accordingly, the City reserves the right to terminate, without any liability, any contract for which funding is not available.

### **Negotiations**

Negotiations may be conducted with responsible firms who submit proposals that are reasonably susceptible of being selected. All firm(s) reasonably susceptible of being selected based on criteria set forth in this RFP may be given an opportunity to make a presentation and/or interview. Although this process will ultimately result in the award of a single contract, the City reserves the right to negotiate a contract with more than one firm.

### **Additional Information**

During the proposal evaluation process, the City reserves the right, where it may serve the City's best interest, to request additional information or clarifications from proposers. The City also reserves the right to investigate the qualifications of the firm(s) as it deems appropriate.

### **RFP**

Proposers should be aware that the RFP and the contents of the successful proposal will become a part of any subsequent contractual documents that may arise from this RFP. In the case of a discrepancy between the RFP and the firm's proposal, the contract will supersede.

All data, documents and other products used during the life of the project shall remain in the public domain upon the project's completion. Similarly, all responses to this RFP shall become the property of the City and will be retained or disposed of in the City's discretion.

### **Award of the Contract**

Award of the contract will be by the City Council at a public meeting.

## BACKGROUND

The City of Bell Gardens is located within Los Angeles County and is a General Law City governed by an elected five-member City Council that appoints the City Manager.

The subject site ("Site") is located at 5614, 5622, and 5636 Shull Street, contains the following seven parcels:

- 1) APN 6227-034-900
- 2) APN 6227-034-901
- 3) APN 6227-034-902
- 4) APN 6227-034-903
- 5) APN 6227-034-904
- 6) APN 6227-034-905
- 7) APN 6227-034-906

The City is seeking the services of an experienced professional consulting firm to provide remediation services within ECRG program implementation. The assistance to be provided by the consultant is necessary to ensure the City's proper and timely expenditure of program funds and compliance with other regulatory program requirements.

Department of Toxic Substances Control ("DTSC") / ECRG monies will be utilized to fund the services of the selected firm and the expenditure of such funds shall adhere to all applicable Federal, State, County/CDA, and local regulations.

## SCOPE OF SERVICES

Based on a previous consultant's Revised Supplemental Site Assessment and Human Health Risk Assessment Report (SSA Report) dated July 13, 2022, and other information provided to the City in support of the ECRG application, the contracted individual or firm shall provide staffing and other resources as required to assist the City with the remediation of the Site for purposes of residential development, including:

1. Identify and discuss data gaps in site investigation work completed to date and develop a preliminary scope of work and budget to address each data gap identified.
2. Participate in a site visit with DTSC and RWQCB representatives to understand site access constraints and limitations.
3. Prepare a Remedial Action Plan (RAP) to describe the proposed remedial actions and any proposed additional characterization work needed to address data gaps and allow refinement, planning, and design of the remedial actions.
4. Assist with public outreach (and possible California Environmental Quality Act [CEQA] requirements).
5. Prepare design documents and plans and procure subcontractors.



6. Obtain permits and approvals.
7. Prepare final report.

Factors for consideration:

1. Site remediation activities are subject to California prevailing wage determination.
2. DTCS indicated payment term to the City are 90 days.
3. Proposed respondent subcontractors will be selected based on competitive bids and qualifications.

## PROPOSAL FORMAT AND CONTENT REQUIREMENTS

### Requirements

The following instructions describe the form in which proposals must be submitted.

Responses to the following items will be used for proposal evaluation. Proposals which do not contain responses to each of the requirement items will be considered incomplete and may be rejected.

Proposal documents should provide a straightforward, concise description of the firm's capabilities to satisfy the requirements of this RFP. Emphasis should be on completeness, clarity of content, and conveyance of the information requested by the City. The requirements stated do not preclude a firm from furnishing additional reports, functions, and costs as deemed appropriate.

Four copies of your response, two (2) bound, one (1) unbound and (1) electronic version (emailed to [cityclerkdesk@bellgardens.org](mailto:cityclerkdesk@bellgardens.org) and [sjones@bellgardens.org](mailto:sjones@bellgardens.org) ), must be submitted no later than 5:00 p.m. on Monday, August 15, 2022 to the City Clerk's Office. The electronic version of the proposal must be an exact duplicate of the hard copies. If the proposal includes any comments over and above the specific information requested in this RFP, such information should be included as a separate appendix and placed at the end of the proposal.

The proposal must contain the following five (5) elements describing how the Consultant will perform the assignment:

1. Technical

Technical Proposals will contain, at a minimum: a) an executive summary b) a description of the approach to be taken in addressing the scope of work, c) a listing of the specific tasks required to properly perform the services, and d) a timeline from

inception to completion. (ECRG funding ends June 29, 2024)

## 2. Management and Staffing

Describe the management and staffing configuration to be utilized to complete the scope of work. Resumes of all proposed personnel must be included. The proposal must indicate who will have primary responsibility for this project and experience on similar projects.

## 3. Prior Related Firm Experience

Firms or individuals must demonstrate competence, experience, and capability to satisfactorily perform the scope of work within the grant funding duration. A description of the Firm's related work experiences should be included.

A list of at least three (3) recent references, including local government agencies where a similar service is or has been provided and any private clients, including names and telephone numbers of the firm and the key managers and professionals assigned to the project.

## 4. Cost and Pricing

Proposals shall include staff hourly rates, plus overhead, fees, travel and any additional project costs proposed. Prices quoted must remain firm throughout the contract period. Cost proposals for scope of services 1 - 4 must be submitted with the proposal and all items must be itemized in detail. The approximate costs should be based on specified assumptions and experience within similar projects.

In addition, an hourly fee schedule shall be submitted with the proposal. In the event that the scope of work is substantially modified, the extra cost or credit shall be negotiated based on the submitted hourly rates.

## 5. Additions or Exceptions

A single and separate section with the heading "ADDITIONS OR EXCEPTIONS TO THE CITY'S REQUEST FOR PROPOSAL" containing a complete and detailed description of all the consultant's exceptions to the provisions and conditions of the attached City contract.

## EVALUATION CRITERIA

The award of this agreement will be made to the most qualified firm/individual whose proposal complies with the prescribed requirements. The City reserves the right to reject any and all proposals, and to waive any technical errors, irregularities, or discrepancies, if to do so is deemed to serve the best interests of the City. In no event will an award be made until all necessary investigations are made as to the responsibility and qualifications of the firm/individual(s) to whom it is proposed to make such award.

Proposals will be reviewed and evaluated by Community Development Director and City staff, and ranked based on the following considerations:

- Demonstrate familiarity with site conditions (recent site reports are available on Envirostore)
- Technical approach to scope of work
- Experience of proposed personnel and the firm in providing remediation and administration services
- Minority Ownership/Employment as defined by the County of Los Angeles Community Development Authority and HUD
- Cost and pricing and City's agreement with the consultant's proposed revisions to the City contract

If further clarifications or negotiations are required, on-site interviews may be conducted. Participation in these interviews will be at the expense of the individual firms. The Selection Panel will be made up of staff members or representatives from the City. Recommendations will be forwarded to the City Council for final selection and award.

Proposals failing to provide sufficient information and assurances of performance to adequately assess each category of the required services and/or failing to comply with the requirements and conditions of this RFP may not be given further consideration.

Each proposal will be considered along with those of other responding firms, with respect to ability to perform effectively and efficiently those tasks outlined above and within the grant funding duration.

Close coordination with the City is required to assure that all requirements will be met. The City reserves the right to withdraw this RFP at any time without any prior notice. Further, the City makes no representations that any Agreement will be awarded to any Consultant responding to this RFP. The City expressly reserves the right to postpone reviewing the proposals for its own convenience and to reject any and all proposals responding to this RFP without indicating any reasons for such rejection(s).

**EXHIBIT “B”**  
**CONSULTANT PROPOSAL**



3560 Hyland Avenue, Suite 100  
Costa Mesa, California 92626  
USA

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[www.woodplc.com](http://www.woodplc.com)

August 15, 2022  
22PROPGOVT.0282

City Clerk's Office  
Attention: Ms. Vanessa Quiroz, Acting City Clerk  
ECRG/ENV RFP Response  
City of Bell Gardens  
7100 Garfield Avenue  
Bell Gardens, CA 90201

Subject: **Proposal for Equitable Community Revitalization Grant  
Environmental Remediation Consultation**  
5600-5636 Shull Street  
Former Berk Oil Site

Dear Ms. Quiroz,

The former Berk Oil site has long been a focus for environmental investigation, remediation, and redevelopment planning. Since 2011, Wood Environment & Infrastructure Solutions, Inc. has worked hand-in-hand with the City of Bell Gardens (City) and the Department of Toxic Substances Control (DTSC) to characterize the site conditions and make recommendations for site cleanup. The Equitable Community Revitalization Grant (ECRG) given to the City by DTSC will further the progress of cleaning the site for future redevelopment. Wood is here to help the City utilize the funds as efficiently as possible and meet the tight schedule of June 29, 2024.

Enclosed, please find two bound and one unbound copy of our proposal for this effort. We emailed an electronic version to the addresses noted in the City's Request for Proposal (RFP).

We are here to help the City with this challenging site and look forward to our continued relationship. Should you have any questions, please contact Joe Bahde, PG, our proposed project manager, at (949) 642-0245.

Sincerely,

Joseph Bahde, PG 7058  
Principal Geologist

Reviewed by:

Craig Stewart, PG 4087, CHG 106, CEG 1277  
Principal Hydrogeologist

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Attachment: Proposal for Environmental Remediation Consultation for Former Berk Oil Site

*The information contained in all pages of this Proposal shall not be used in whole or in part for any purpose other than to evaluate this Proposal. Provided a Contract is awarded to this offer, as a result of or in connection with the submission of such information, City of Bell Gardens shall have the right to duplicate, use, or disclose the information to the extent provided in the resulting Contract. This restriction does not limit City of Bell Gardens' right to use information contained in this Proposal if it is obtained from another source without restriction. The information subject to this restriction incorporates the entire Proposal.*

*As a global business operating in a transparent and ethical manner, we respect the privacy rights of individuals and are committed to handling personal information responsibly and in accordance with applicable law. The Client acknowledges that Wood 's proposal might contain CVs and personal data of individuals. Wood expects the Client to use these data for the sole purpose of the evaluation of Wood's proposal and in strict accordance with the requirements of the EU General Data Protection Regulation (GDPR). In particular, the Client (i) will not share the personal data received from Wood with any third party, (ii) will take appropriate technical and organizational measures to protect such personal data, which will be accessible, in order to ensure the necessary level of security, only to Client's personnel who have a need to review the data to evaluate Wood's bid, and (iii) will immediately destroy any personal data received by Wood in the event that the Contract is eventually not awarded to Wood.*



## Table of Contents

<b>1.0</b>	<b>Technical Proposal .....</b>	<b>2</b>
1.1	Executive Summary.....	2
1.2	Approach to Scope of Work .....	3
1.3	Scope of Work Tasks.....	3
1.4	Project Timeline.....	9
<b>2.0</b>	<b>Management and Staffing .....</b>	<b>11</b>
2.1	Project Manager .....	11
2.2	Lead Engineer .....	12
2.3	Technical Review .....	12
2.4	Task Leads .....	12
<b>3.0</b>	<b>Prior Related Firm Experience.....</b>	<b>15</b>
<b>4.0</b>	<b>Cost and Pricing .....</b>	<b>20</b>
<b>5.0</b>	<b>Additions or Exceptions.....</b>	<b>23</b>



## Environmental Remediation Consultation for Former Berk Oil Site



## 1.0 Technical Proposal

On behalf of the City of Bell Gardens (City), the Wood Environment & Infrastructure Solutions, Inc. (Wood) team of highly qualified staff has worked together with the State of California Department of Toxic Substances Control (DTSC), the United States Environmental Protection Agency (EPA), and the National Development Council (NDC) to provide environmental technical support services at the former Berk Oil and Pacific Metal Craft (PMC) site (site or subject property) since 2011.

No other consulting firm has more hands-on, direct experience in understanding and evaluating site conditions, identifying and addressing environmental data gaps, and evaluating work necessary to prepare the site for redevelopment. The key technical staff identified in this submittal include the primary authors of the Revised Supplemental Site Assessment and Human Health Risk Assessment Report (SSA Report) dated July 13, 2022, which forms the basis of proposed site remediation to allow for mixed use (commercial/industrial and residential) redevelopment of this idle and unproductive property in the City.

Wood has a solid understanding of the site work to be conducted under the City's Equitable Community Revitalization Grant (ECRG) being administered by DTSC. We have provided services to State agencies under similar contracts, which have included adherence with grant reporting requirements and compliance with small businesses and disadvantaged business enterprises. Our work on previous grant-funded projects has also included soliciting subcontractor services under California prevailing wage determinations. Our submittal, prepared in response to the City's Request for Proposal (RFP), is organized as follows:

**Section 1** describes our project approach, management of ECRG tasks, and roadmap to project success.

**Section 2** identifies key Wood staff resources and describes their anticipated project roles and relevant experience.

**Section 3** describes four projects Wood has completed involving working with State regulators under grant funding. These projects have involved preparation of remediation planning and contracting documents (including public outreach and selection of qualified subcontractors) and eventual site closure/redevelopment.

**Section 4** provides our proposed staffing rates and a cost estimate based on experience working with California regulators at similar sites.

**Section 5** notes any exceptions or additions to the City's contract.

Wood is prepared to begin ECRG implementation upon the City's authorization.

### 1.1 Executive Summary

In 2022, Wood completed the SSA Report, which summarized historical and recent investigation results, included a human health risk assessment (HHRA), and proposed remedial actions intended to allow for unrestricted reuse of the former Berk Oil site. The proposed remedial actions included removal of shallow soils containing lead or benzo(a)pyrene (BaP) at concentrations exceeding residential cleanup goals. The SSA also noted that some form of vapor intrusion (VI) mitigation likely would be needed as part of site





redevelopment due to the presence of volatile organic compounds (VOCs) in soil gas at concentrations exceeding potentially applicable screening levels. Such mitigation might include vapor barriers and/or sub-slab venting beneath new buildings and would involve long-term operation, maintenance, and monitoring (OM&M) to verify the effectiveness of the measures. Other alternative VI mitigation measures were presented including focused soil vapor extraction (SVE) or alternative construction methods (e.g., raised building foundations or below-grade parking). While these measures were discussed with DTSC staff, staff from the California Regional Water Quality Control Board (RWQCB) now overseeing the site work under the ECRG may have other requirements for site redevelopment.

Wood is ready to assist the City with continued environmental investigation, remediation planning, and remedy implementation to support the City's plans for site redevelopment. Our proposed approach and scope of work are described in the following subsections.

## 1.2 Approach to Scope of Work

Scheduling will be a key component to the successful implementation of ECRG activities due to the short duration of the ECRG (which expires June 29, 2024). Because the RWQCB is new to the site, Wood's historical knowledge and firsthand experience with site conditions will be extremely important when addressing the RWQCB's questions and requests and in keeping their focus on site remediation and closure.

Another key component to the successful implementation of ECRG activities is availability of a highly qualified and experienced project team with available resources to implement ECRG-funded activities within the available schedule. As described in this proposal, our approach to successful project completion involves identifying and assigning technical staff with previous experience at the site and/or with successful experience with similar projects.

## 1.3 Scope of Work Tasks

This section describes the scope of work Wood expects to complete for the project. Subsections 1.3.1 through 1.3.7 describe how we plan to accomplish Tasks 1 through 7 listed in the RFP. Based on data collected to date and presented in the SSA Report, we expect site remediation will include excavation and off-site disposal of shallow soil impacted by lead and/or BaP, which will provide conditions suitable for unrestricted site use in relation to soil. The SSA Report recommended installation of vapor barriers and sub-slab venting systems beneath new buildings with slab-on-grade construction to mitigate VI concerns associated with VOCs in soil gas. The RWQCB has provided preliminary input that it may require SVE or other more active form of VI mitigation prior to site redevelopment. Based on initial discussion with the RWQCB and depending on the results of Tasks 1 through 3 below, site remediation may also include design, construction, and Operations, Maintenance & Monitoring (OM&M) of an SVE system to reduce concentrations of VOCs in soil gas prior to redevelopment. Remedy performance monitoring and verification (SVE system monitoring and rebound testing, and/or monitoring of any long-term VI mitigation measures) will likely be required and may extend beyond the period of grant funding availability.

In addition to the specific tasks outlined in the RFP, our experience with similar projects indicates other tasks will become necessary during the project. Potential additional information requirements from the RWQCB are discussed at the end of this section.



### 1.3.1 Task 1 - Data Gap Identification

This task will involve review of available site information in context of the City's redevelopment goals and plans and identification of data gaps that will need to be addressed prior to or along with site redevelopment. Based on information summarized in the SSA Report and on input provided to date by the RWQCB, we have identified two general data gap categories.

The first category comprises data gaps with a direct bearing on short-term remedy selection and design. These are data gaps that need to be addressed to support final selection, design, and implementation of remedial actions to enable redevelopment of the site. Data gaps identified in this category include the:

- Lateral and vertical extent of shallow soil containing lead or BaP at concentrations exceeding residential cleanup goals in a few specific areas of the site
- Chemical and physical characteristics of material used to backfill prior excavations at the site and its potential impact on site redevelopment plans
- Impact of current soil vapor conditions on site development plans (VI concerns)

These remedy selection and design data gaps will be evaluated and addressed during Tasks 2 and 3 described below.

The second category comprises data gaps that will need to be addressed to complete site characterization to support decisions regarding whether longer-term monitoring or management of site conditions will be necessary. Based on initial input from the RWQCB, we have identified current groundwater conditions as a data gap in this category. Based on that input, we anticipate additional data will be needed to characterize the:

- Current soil vapor conditions at depths greater than previously sampled
- Presence and extent of shallow/perched groundwater beneath the site
- Presence and concentrations of VOCs in shallow/perched groundwater and the next deeper (regionally extensive) groundwater zone
- Potential presence and concentrations of total petroleum hydrocarbons (TPH) in groundwater because of historical site activities and/or of known release of petroleum products at the nearby Vinvale Terminal

These site characterization data gaps will involve field investigation and laboratory analysis pursuant to an RWQCB-approved work plan to obtain additional data to characterize soil, soil gas, and groundwater conditions at the site. The scope of work for this task will be defined in part based on the discussions with the RWQCB in Task 2 described below. Some of the data collected as part of this task may be used during remedy selection and design.

### 1.3.2 Task 2 - Interaction with DTSC/RWQCB Regarding Project Site

This task will include participation in a site visit with DTSC and RWQCB staff and initial interaction with RWQCB personnel as they become more familiar with project history, available data, and overall site conditions. This task will also include initial discussion with RWQCB staff of data gaps and proposed additional work discussed during Task 1.



### 1.3.3 Task 3 - Preparation of a RAP

Wood has prepared numerous Remedial Action Plan (RAPs) and other remedy selection documents under RWQCB, DTSC, EPA Brownfields, and other regulatory programs. For this project, Wood will consider applicable RWQCB requirements and relevant guidance documents to tailor and prepare a RAP for project-specific conditions. Although for some projects a feasibility study (FS) may be prepared as a separate document to support remedy evaluation and selection prior to a RAP, we expect that the RWQCB will agree these steps can be combined into a single document (RAP) to expedite work within the period of grant funding availability.

For this project, our familiarity with site conditions and information in the SSA Report indicate that excavation and off-site disposal of soil likely will be a preferred remedy for shallow soil impacted by lead or BaP, and SVE or a similar method likely will be the preferred remedy for VOCs in soil gas. Excavation and SVE are both considered “presumptive remedies” by the EPA and other regulatory agencies. As such, they can be selected for use in a project without the level of detailed analysis and justification that may be required for other technologies. We have used this “presumptive remedy” approach on other projects with the RWQCB and expect to follow a similar approach to streamline the RAP for the site.

We anticipate the RAP will be submitted for public review after the RWQCB’s initial review (see Task 4 below). The RAP will be considered “final” once the public review processes is complete, after which implementation of the proposed remedy can begin.

### 1.3.4 Task 4 - Public Outreach Assistance

Public outreach through DTSC and RWQCB is an integral part of the State’s efforts to investigate and clean up hazardous waste sites throughout California. Clear concise documents are essential to establishing a two-way communication process between state agencies and the public. Wood has a great deal of experience in assisting in the preparation of public outreach documents, including those required under the California Environmental Quality Act (CEQA).

Upon RWQCB approval, the draft RAP will be submitted for public review. Based on our previous experience providing public outreach assistance to DTSC or the RWQCB, Wood anticipates that the public participation documents for the project will include:

- Community Survey
- Fact Sheets

Wood will retain Printing Resources, a third-party vendor, to develop a mailing list of local community members in the site area, and elected officials and other mandatory organizations. A community survey and fact sheet will be provided to individuals and businesses within a ¼-miles radius of the site in both English and Spanish. Following the typical 30-day public review period, Wood will assist the RWQCB with preparation of a Response to Comments letter. The Response to Comments letter will be returned to all individuals/organization that provided comments on the draft RAP.

Depending on the number of public comments received and the level of public support for site redevelopment, the RWQCB may choose to hold a public meeting or community workshop to solicit additional feedback from the community. Although Wood does not anticipate this level of effort will be needed, our team also has experience in meeting with and presenting to community members and elected officials in both informal and more formal settings and has participated in outreach efforts in low-



income communities with environmental justice concerns.

Following completion of public outreach efforts, the RAW will be revised to incorporate RWQCB changes and subsequently considered a “final” document, allowing Wood to begin Task 5 activities noted below.

### **1.3.5 Task 5 - Prepare Design Documents and Plans, and Procure Subcontractors**

Wood has strong in-house capabilities for design of excavations and soil, soil gas, and groundwater remediation systems. Our experienced design staff represent civil, geotechnical, chemical, and environmental engineers who incorporate input from other disciplines (such as mechanical, structural, and electrical engineering, hydrology, and geology) where needed.

Following RWQCB approval of the “final” RAP, Wood will begin preparing design documents and plans to support soil excavation activities and construction and operation of VI barriers and/or SVE (depending on the final selected remedy for VOCs in soil gas). Implementation of the selected remedy will consist of several phases, including design, construction, start-up, OM&M, post-remediation monitoring, decommissioning, and restoration. Preliminary (30%), intermediate (60%), and pre-final (90%) plans will be prepared for review. The Final Design is a culmination of the 30%, 60%, and 90% plans, and contains final design, details, drawings, specifications, and appendices for remedy implementation. Appendices will include:

- Quality Assurance/Quality Control (QA/QC) Plan
- Air/Dust Monitoring and Mitigation Plan
- Decontamination Plan
- OM&M Plan
- Soil Management Plan

Engineering and design documents will be checked, reviewed, and signed by the licensed civil engineer in responsible charge. Mechanical, structural, and electrical engineers will all stamp their respective drawings, where present.

Concurrent with preparing design documents and plans, Wood’s construction management services can also assist the City with preparation of bid specifications, bid evaluation, and contractor selection and procurement. Selection of remediation subcontractors is open to competitive bid pursuant to ECRG requirements. Wood will prepare standard specifications that will encourage open and reasonable competition by establishing measurable project performance and quality levels (e.g., detailed list of characteristics, such as: sizes, physical dimensions, weights, types and grades of materials, standard of workmanship, basic design). The selected remediation contractor(s) will assist Wood with obtaining permits (Task 6) and preparing additional supporting documents, such as traffic control, air monitoring, and health and safety plans. Further, the contractor will demonstrate compliance with State regulations for working with lead impacted soil (hazardous waste management) before remediation activities begin.

### **1.3.6 Task 6 - Obtain Permits and Approvals**

Most engineering plans and specifications must obtain appropriate permits and agency approvals before subsurface disturbance or construction of remediation systems can begin. A grading and trenching permit will likely be necessary from the City and the California Occupational Safety and Health Administration (Cal/OSHA) before remedial excavation of contaminated soil and placement of engineered fill begins. Permits anticipated for installation and operation of an SVE system, include:



- Building permits, which will cover grading, trenching, electrical installation, and building construction
- Encroachment permits for any road crossings
- Drilling permits for SVE wells
- Electrical engineering plans to apply for new electrical service
- A South Coast Air Quality Management District (SCAQMD) permit to construct/operate for discharge of treated soil gas from the granular activated carbon vessels to the atmosphere

Agency approvals associated with design and construction planning may include coordinating the remediation system layout, work areas, and work schedules to accommodate community limitations. Design and construction plans will also need to consider proposed property redevelopment plans from the City and/or builder. A process hazard analysis will be performed to evaluate potential process hazards and propose recommendations for managing risks associated with those hazards. Wood can assist the City with managing any system installation, beginning with preparation of initial permit applications (SCAQMD and appropriate local agencies such as County Building, Planning, Health, and Fire Departments) through contractor selection, construction observation and project coordination, inspection, and start-up. Once a system is constructed and operational, Wood can assist with OM&M, performance monitoring, optimization, and verification and reporting of results. When the system has achieved its intended results, we can provide decommissioning and site restoration as needed and will prepare completion documents and final report(s) as described for Task 7.

### 1.3.7 Task 7 - Prepare Final Report

A construction completion report will be prepared once all physical construction, operations, and verification sampling required for site cleanup have been completed. Final site closure documents may include results of post-remediation confirmation samples and a post-remediation HHRA to demonstrate the residual chemical concentrations do not pose a risk to human health or the environment under expected future site conditions. The final report(s) will be prepared toward the end of the ECRG timeframe.

The final goal of any remediation project is to seek and obtain “closure” from the agency providing regulatory oversight. Wood anticipates the RWQCB may issue a No Further Action (NFA) determination for BaP and lead in soil. However, an NFA determination for residual VOCs in soil gas may be not feasible within the ECRG timeframe. Thus, a post construction OM&M plan may be necessary for continuing VI mitigation.

Additional reporting likely will be necessary pursuant to permit requirements. The City, as permit holder, will be responsible for confirming that conditions and monitoring requirements of all permits were followed. Wood anticipates that the selected remediation contractor(s) will prepare final reports documenting monitoring and compliance with permit conditions on behalf of the City.

#### Key Uncertainties

In addition to identification of specific technical data gaps in Task 1, we expect to identify more general questions and uncertainties that the City and RWQCB will need to resolve to allow the project to proceed on schedule. Potential uncertainties we have identified during initial communications with the RWQCB and development of this proposal include:





1. **Will the RWQCB require NFA status for soil and soil gas prior to site redevelopment, or will redevelopment be allowed to proceed if an NFA status is not in place, but human health is protected through institutional and engineering controls?** Although achieving NFA status prior to redevelopment would be ideal, it may not be feasible within the schedule for the ECRG. Removal of VOCs from fine-grained soils (such as those present at the site) using SVE typically requires many months, and often years, of SVE operation. In addition, several months of post-SVE monitoring and rebound testing are typically required before the RWQCB will consider granting NFA status. Other technologies (such as deep excavation or in situ thermal treatment) might remove VOCs from soil more quickly once begun but will require more time for planning and permitting and/or will be prohibitively expensive. As indicated in the SSA Report, some form of VI mitigation likely will be needed as part of site redevelopment. VI mitigation can be accomplished, however, without a site being granted NFA status. Such mitigation might include vapor barriers and/or sub-slab venting beneath new buildings and involves long-term OM&M to verify the effectiveness of the measures. Alternative building construction using ground floor parking garages (podium parking) or below-grade parking garages could be used to address VI concerns by increasing ventilation. The City and the RWQCB will need to agree on an approach that achieves as much remediation as feasible within the term of the ECRG, but also recognize the potential need for ongoing measures to maintain protective conditions after that time.
2. **What cleanup goals for VOCs in soil gas will be agreed on by the RWQCB and the City?** As noted in the SSA Report, DTSC and EPA currently apply different assumptions in calculation of risks associated with VI of VOCs from soil gas to indoor air. Consequently, cleanup goals for soil gas may be more stringent under EPA guidelines than under DTSC guidelines. The RWQCB has indicated that it will apply EPA guidelines as a default. As an alternative, however, it may be possible to develop site-specific cleanup goals for soil gas that account for the design and use of future on-site buildings and provide a level of protection satisfactory to the RWQCB, DTSC, and the City. The process and timing for establishment of cleanup goals and mitigation measures for soil gas will need to be agreed on prior to selection of a remedy for soil gas at the site.
3. **What specific land uses and building designs are the City considering for site redevelopment?** This is an important question because some types of building construction and use (e.g., podium and below-grade parking beneath new buildings, or use of ground floor space only for commercial purposes) may affect the extent of remediation required and the need for additional longer-term mitigation measures to address potential future VI risks to site occupants.
4. **How much additional work will the RWQCB require?** The SSA Report and previous phases of work at the site have been done under the oversight of DTSC. The RWQCB, however, is the lead agency for work to be conducted under the ECRG. Although these two agencies work to protect human health and the environment, their requirements and approaches differ, and the RWQCB may request work that has not been required by DTSC. The type(s) and amount of additional work requested by the RWQCB, and the timing of that work in relation to other work needed to support site redevelopment, is not currently known, but will need to be identified and agreed on by the City and the RWQCB.

We will begin the review and communications to address these general questions as part of Tasks 1 and 2 but expect this work will continue beyond the specified scope, effort, and schedule for those tasks.

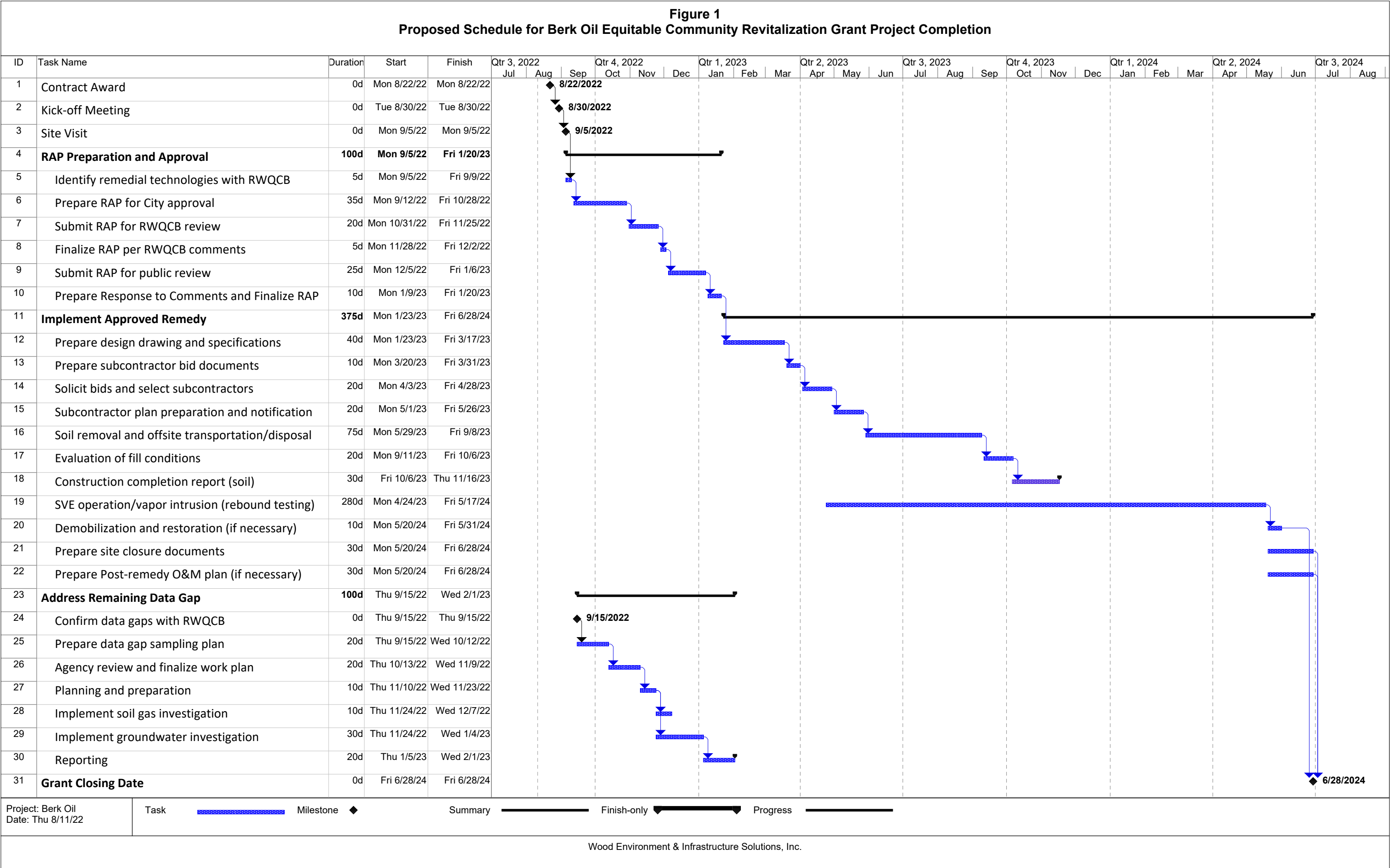


## 1.4 Project Timeline

Figure 1 provides a detailed schedule from contract award through the end of the ECRG timeframe (June 29, 2024). The key components of the schedule include:

- Prepare RAP and obtain approval
- Implement approved remedy
- Address remaining data gaps

Wood will identify and evaluate remaining data gaps (soil, soil gas, and groundwater conditions) concurrently with preparation and approval of the RAP to save time. Construction of VI barriers is not included because this work would need to be coordinated with the builder/owner development plans.



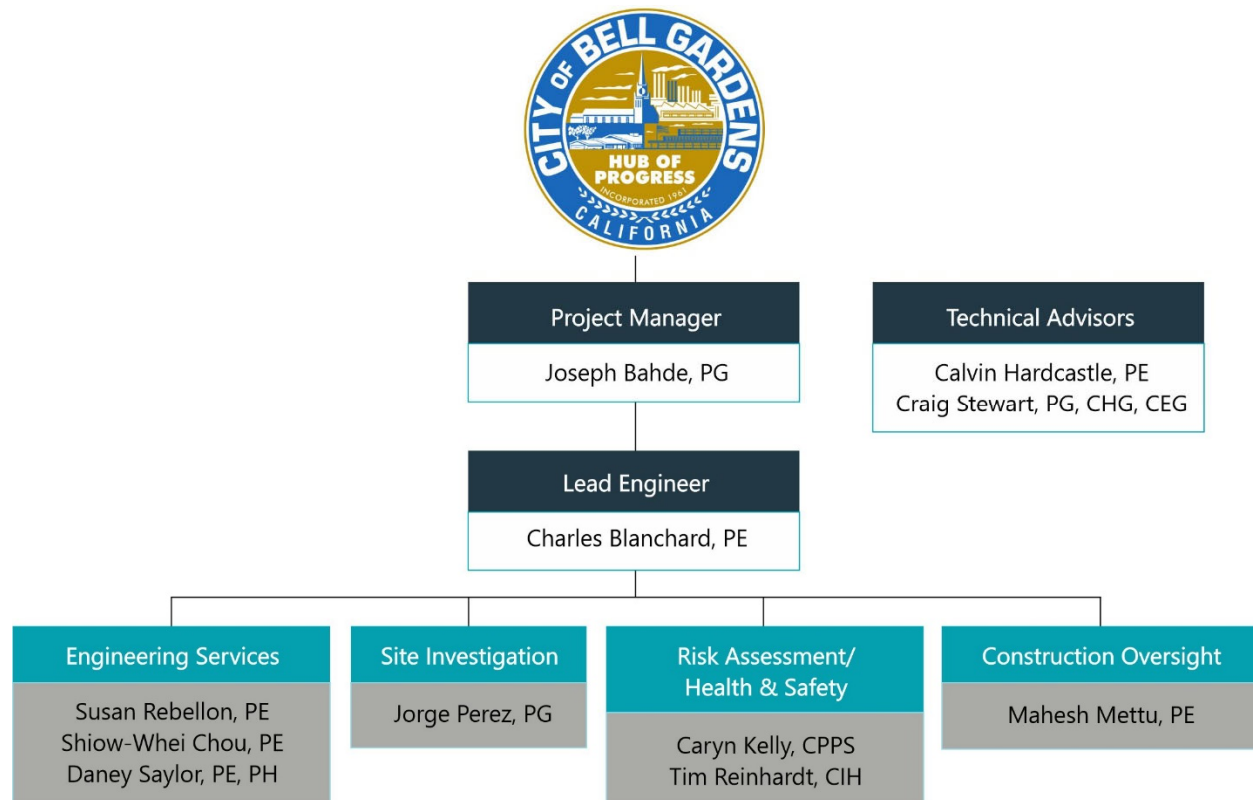




## 2.0 Management and Staffing

Wood will provide appropriate staff and other resources to assist the City with its efforts to prepare the site for redevelopment within the schedule and funding available through the ECRG . Our team has worked together for many years and has completed many similar projects. Figure 2 provides an organization chart showing the proposed project team and roles. Biographical sketches for the team members are provided below and resumes for the key individuals are provided in Appendix A of this submittal.

**Figure 2 – Organization Chart**



### 1.5 Project Manager

#### Joseph Bahde, PG

Wood’s Project Manager, Joseph Bahde, will have primary responsibility for this project. He has more than 29 years of professional experience investigating and remediating contaminated soil, soil gas, and groundwater and has served as the project manager on DTSC contracts for 18 years. He has managed and implemented almost all of the aspects of site investigations and hazardous waste remediation activities needed to manage the City’s ECRG (e.g., preparation of work plans and site investigation report, safety plans, hydrogeologic evaluations, data evaluation, risk assessment, soil and groundwater cleanup planning, public participation, preparation of site remediation and closure documents (RAP/Removal Action Workplan [RAW]), site closure). Joe was one of the lead authors of the SSA.



As the current project manager for the DTSC Cypress Region contract, Joe is familiar with the technical and administrative aspects of work under DTSC grants. He will work with the City to develop project goals and objectives to address specific environmental concerns during each milestone of site investigation and remediation progress. In his proposed role, Joe will manage the appropriate skilled and experienced Wood staff assigned to this project, and will identify subcontractors, if needed. He will also lead Wood's response to proposed scopes of work provided by the City or RWQCB, and will estimate the level of effort and costs for completion of the scopes, without exceeding the total authorized grant budget funding.

## 1.6 Lead Engineer

### Charles Blanchard, PE

Charles has more than 31 years of experience in active remediation and extensive experience managing the design, installation, operation, and optimization of remediation programs. His experience includes pilot testing, system design, equipment procurement, construction oversight, system optimization and project closeout on a wide variety of projects.

Much of the focus Charles' work has been the pilot testing, design, installation, and operation of SVE systems. In the last decade, he has applied these same skills to the design, installation, and operation of several subsurface ventilation and barrier systems.

## 1.7 Technical Advisors

### Calvin H. Hardcastle, PE – Engineering

Calvin Hardcastle will provide engineering technical lead services to this project. He has more than 41 years of process and environmental engineering experience, and has worked in environmental consulting for the past 35 years. Calvin's expertise includes identification and evaluation of remediation strategies to address contaminated soil, soil gas, and groundwater. He will also assist in developing a site closure strategy to support the City's site reuse planning.

### Craig Stewart, PG, CHG, CEG – Site Investigation/Hydrogeology

Craig Stewart has more than 40 years of professional experience and will provide input and technical review on site investigation and overall project strategy. He has managed and conducted soil and groundwater characterizations, remedial investigations, remedial action planning, and remediation of sites where soils and groundwater were contaminated by fuel hydrocarbons, solvents, metals, oilfield wastes, or pesticides. Craig has experience working with DTSC, EPA, and RWQCB regulatory staff. He provided principal-level technical review for the SSA and will continue to provide technical and strategic review and input for this project.

## 1.8 Task Leads

### Shiow-Whei Chou, PE – Engineering Services

Ms. Shiow-Whei Chou has worked at Wood for 23 years and has experience in environmental engineering and consulting. Her expertise includes hazardous waste site investigation and remediation; design, construction, and implementation of remedial technologies; and project management. She has managed or served as a technical task lead for projects involving design, construction, and implementation of various remedial measures; OM&M of soil and groundwater remediation systems; system optimization;



regulatory compliance and permitting; and site closures. Shioh-Whei's extensive experience working with the California RWQCBs, EPA, and DTSC, participating in remedy selection and evaluation documents, overseeing remediation contractors, and achieving site closures will benefit the City in pursuing its goals for site reuse.

### **Daney Saylor, PH, PE - Engineering Services**

Daney has worked at Wood for 21 years and has more than 22 years of experience in engineering and environmental consulting. He has served in key roles in a wide variety of civil engineering and environmental remediation projects including civil engineering, water distribution system modeling, hydrologic and hydraulic analysis and modeling, construction management, stormwater, design of soil and groundwater remediation systems, OM&M of treatment systems, engineering FSs, engineering cost estimates, and plans and specifications. Daney's background and experience will benefit the project in work such as preparation of design drawings and specifications, assistance with preparation of bid documents and review of contractor bids for selection of qualified remediation contractors, and overall support for the City's efforts to complete project work using ECRG funding.

### **Susan Rebellon, PE – Engineering Services**

Susan is an environmental professional with experience in environmental remediation, environmental compliance, and civil engineering. Her focus at Wood includes providing support for design, cost estimation, construction, and OM&M work related to groundwater, soil, and soil vapor treatment and containment systems. This includes scoping/designing treatment systems, overseeing compliance with various environmental permit and other regulatory requirements, and performing spatial and temporal data analysis to evaluate contaminant distribution.

She also has specialized expertise in the investigation and clean up of contaminated sites and a history of advising clients on environmental compliance, liability, and cost recovery matters. Susan is highly knowledgeable of federal, state, and local environmental regulations, including the Comprehensive Environmental Response, Compensation, and Liability Act, Resource Conservation and Recovery Act, and Clean Water Act, as well as hazardous waste, stormwater, and other environmental requirements.

### **Jorge Perez, PG–Site Investigation**

Mr. Jorge Perez has worked at Wood for nine years supervising soil, soil gas, and groundwater investigations. As the investigation task leader, he will assist the project manager in identifying appropriate Wood staff resources and will manage soil, soil gas, and/or groundwater investigations and sampling events. He is experienced in groundwater monitoring well and soil vapor probe installation and has supervised the collection of groundwater, soil gas, and soil samples using a wide variety of techniques. Jorge has overseen previous investigation at Berk Oil and will continue to provide services under the ECRG.

### **Caryn Kelly – Risk Assessment**

Caryn is a principal toxicologist who has more than 24 years of experience in toxicology, HHRA, and toxics regulations compliance and has worked at Wood for more than 23 years. She was the primary author of the HHRA that was completed along with the recent SSA Report for the site. She has performed risk assessments to evaluate the potential for adverse health effects associated with the presence of a range of industrial and naturally occurring constituents in soil, air, and water for the RWQCB, DTSC, and



EPA. By working closely with state and federal regulatory personnel, Caryn has successfully completed these evaluations in compliance with risk assessment methodologies prescribed by the Cal/EPA and various state and federal regulatory agencies. Caryn will continue to provide HHRA services under the ECRG.

### **Tim Reinhardt, CIH – Health & Safety**

Tim has worked at Wood for 16 years and has more than 39 years of experience in industrial hygiene and EH&S compliance. He has a comprehensive knowledge of EH&S compliance regulations and manages occupational and public health studies critical to EH&S compliance. Tim manages EH&S compliance and serves as health & safety officer for Wood and serves as an internal compliance resource when questions arise. Tim's background and experience will be utilized during implementation of ECRG activities to safely and efficiently implement the selected site remedy for the City.

### **Mahesh Mettu, PE – Construction Oversight**

Mr. Mahesh Mettu has more than 20 years of environmental consulting and project management experience with private and public-sector clients. He currently oversees and serves as a Project Manager on the record for a DTSC site involving an Imminent and Substantial Endangerment Order (RAO). He has prepared soil and groundwater management plans and provided excavation oversight for soils impacted with VOCs. In addition, Mahesh has experience with supported permitting and SVE design documentation preparation and groundwater remediation, treatment, and reuse system OM&M contracts. He has prepared RAPs, evaluated remediation technologies, and provided construction oversight for soil, soil gas, and groundwater remediation systems involving a wide range of remediation technologies. Mahesh has also performed annual barrier system (cap) review and conducted barrier system performance evaluations, including a five-year review of a barrier system for a site with a land use covenant.



### 3.0 Prior Related Firm Experience

Wood has the in-house resources to perform or provide all of the technical services associated with the site redevelopment project tasks described in the RFP. Wood has been working at the Berk Oil site since 2011 and assisting the City with project redevelopment planning since that time. Below, we provide a summary of our experience work at the site, along with descriptions of similar projects recently completed in southern California representative of the scope of work outlined in the RFP.

#### Berk Oil and PMC Properties, City of Bell Gardens, California

Wood has completed three significant site characterization and redevelopment planning projects at the site since 2012. These included:

- 2012 Targeted Site Investigation implemented on behalf of the City through a DTSC grant
- 2019 Site Characterization implemented on behalf of the City through a DTSC grant
- 2022 SSA Report and HHRA implemented on behalf of the City through an EPA grant (this investigation was funded through two EPA Brownfields grants being administered by NDC, a non-profit 501©3)

Berk Oil conducted asphalt mixing and oil distribution operations in the western portion of the site from approximately 1965 through 1989. PMC occupied the eastern portion of the site and conducted metal and plastic parts fabrication between 1984 and the early 1990s. Previous site activities included use of underground storage tanks (USTs) and aboveground storage tanks, metal furnaces, and degreasers. In 1988, during excavation of impacted soil, a large quantity of asphalt-tar sludge, oil-soaked concrete and debris, and several buried full oil drums were uncovered inside the former steam cleaning sump. Chemical analysis of soil revealed relatively high concentrations of VOCs (primarily trichloroethene) and TPH. A total of 1,423 tons of impacted soil were excavated and transported offsite.

Reportedly, not all impacted soil was excavated, and the former steam cleaning sump excavation was partially backfilled with some of the impacted soil. Since the early 1990s, the site has remained vacant and unused because of remaining contamination and unknown environmental conditions.

During the 2012 and 2019 projects, Wood (and our predecessor company AMEC) was retained by DTSC to implement additional site

characterization through a community-wide Brownfields assessment grant that DTSC received from EPA. Wood prepared work plans to characterize soil, soil gas, and groundwater conditions at the site using innovative tools and techniques to expedite the site investigation. The site characterization and investigations were implemented to assess how environmental conditions associated with current or former land uses may affect redevelopment plans for future reuse of the site, specifically for proposed

#### Relevant Scope Items:

- Site Investigation
- Risk Assessment
- Cleanup and Redevelopment Evaluation

*References: Triss Chesney, DTSC (714) 484-5419;  
Diana Sasser, NDC (209) 483-9863*



commercial results planning. The 2019 Site Characterization Report provided recommendations for commercial/industrial reuse on a parcel-by-parcel basis.

In 2022, Wood completed the SSA Report to evaluate mixed-use development of the site, including residential development. Soil, soil gas, and groundwater conditions were evaluated using the same innovative tools and techniques. Results of the passive and active soil gas sampling, cone penetration testing, membrane interface hydraulic profile tool direct-read monitoring, and grab groundwater samples did not show significant VOC or TPH impacts to soil or groundwater at the site. However, to support site redevelopment decisions, an HHRA was performed to evaluate both commercial/industrial and residential (mixed) land use and calculate potential health risks posed by chemical of potential concern (COPCs). Results of the HHRA demonstrated that exposure of future site occupants under both residential and commercial/industrial reuse scenarios to current soil and soil gas conditions would result in an elevated noncancer hazard and cancer risk. Thus, a Response Action would be required to allow for mixed-use site redevelopment. Based on HHRA calculations, the soil cleanup goals for these COPCs included the following:

- BaP toxicity equivalent quotient in soil: 0.90 milligrams per kilogram (mg/kg) for residential and industrial/commercial use
- Lead in soil: 80 mg/kg for residential use and 320 mg/kg for industrial/commercial use

The SSA Report identified the estimated areas of lead and/or BaP soil excavation that, when removed, would allow for unrestricted use of site soil.

Results of the HHRA indicated risk management would be necessary for potential vapor intrusion beneath new slab-on-grade building construction. Because soil gas concentrations are relatively low and dispersed throughout the site, Wood recommended a physical barrier to prevent vapor intrusion from impacted media into new construction. Results and recommendation from the SSA Report were used by the City to obtain the ECRG. All project work was completed within the grant funding's deliverable schedule and authorized budget.

## Pathway High School Independent Studies, Lynwood, California

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*Reference: Manuel Jaramillo, DelTerra,  
(323) 447-0996*

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Wood was retained by the Lynwood Unified School District (LUSD) to provide environmental technical support services to assist LUSD and their consultant DelTerra with the Pathway High School Independent Studies project, which included site evaluation and planning to install modular

classroom buildings on an underutilized portion of Hosler Middle School. Wood evaluated potential soil contamination that may have resulted from the use/application of lead-based paint (LBP) and organochlorine pesticides (OCPs) on and around former site buildings, and its impact on potential site redevelopment plans. The site was undeveloped or agricultural land through the 1940s when it was developed with buildings that initially were used for storage of military supplies. It was subsequently used by LUSD for storage of school supplies. These buildings also included a maintenance shop for minor auto repair and storage of related tools, equipment, and supplies. A 2,000-gallon gasoline UST and fuel dispenser, which had been operated as part of the vehicle maintenance activities, were removed from the site in 1989. The site buildings were demolished in early 2015 after asbestos containing materials and LBP abatement work had been completed.





Wood collected soil samples in and around the former site building footprints as part of the lead and OCP investigation. The soil sample results were compared to appropriate DTSC or EPA soil screening levels for residential use. Lead and dieldrin were the only COPCs detected in soil at concentrations exceeding screening levels.

Wood assisted LUSD in negotiating a School Cleanup Agreement (Docket Number HSA-FY15/16-141) with DTSC to enable DTSC to oversee further environmental investigation and removal action (RA) at the site. Wood subsequently prepared a Revised RAW on behalf of LUSD to address lead- and dieldrin-impacted soil at the site. The RAW identified and screened RA alternatives that could best achieve the project Removal Action Objectives (RAOs) allowing for the proposed site redevelopment and unrestricted reuse. Based on the evaluation and associated estimates of cost, excavation of lead- and dieldrin-impacted soils followed by transportation of the impacted soil to an appropriate, permitted off-site facility for treatment/disposal was identified as the preferred and recommended RA alternative. The RAW also included supplemental plans for the safe and successful implementation of the proposed RA, including:

- QA/QC Plan
- Dust Monitoring and Mitigation Plan
- Decontamination Plan

**Relevant Scope Items:**

- Site Investigation
- Cleanup Planning
- Raw
- Public Outreach
- Preparation of Bid Specification
- Selection of Remediation Subcontractors
- Construction Oversight During Soil Removal
- Closure Documentation with NFA Approval

DTSC, acting as the Responsible Agency, approved the RAW for public review pursuant to CEQA. Wood assisted DTSC with preparation of a Community Profile, Community Survey, and Public Notice documents. Following the public comment period, DTSC approved the RAW for implementation.

Wood prepared Technical Specifications to assist LUSD in retaining a qualified contractor to implement the approved RA. Subsequently, Wood provided as-needed construction oversight assistance and collected confirmation soil samples. Lead- and dieldrin-impacted soils were safely excavated and removed from the site and no significant field variances/deviations occurred during the RA activities. Confirmation soil sample results demonstrated the impacted soils were removed from the site and residual concentrations of COPCs, where detected, were below site-specific screening levels. The excavation areas were subsequently backfilled with imported fill material obtained from a DTSC-approved source.

Completion of the RA and subsequent laboratory analyses demonstrated the project RAOs were achieved. Subsequently, Wood prepared a Remedial Action Completion Report (RACR), which requested that DTSC concur with the recommendation that an NFA determination for the site was warranted. DTSC approved the RACR and concurred with Wood's request for NFA status for the site. The classroom buildings were installed in 2019. Wood completed the RAW and RACR on schedule, and through close collaboration with LUSD and DTSC representatives, saved an estimated \$50,000 off our original projected project costs.



## Former Engineering Plating Facility, Santa Ana, California

### Relevant Scope Items:

- Site Investigation
- Cleanup Planning
- RAW
- Public Outreach
- Vapor Intrusion Mitigation Using SVE

Wood was retained by DTSC to complete a site investigation and prepare a RAP for the former Engineering Plating Corporation (EPC) project site located at 1224 East Pomona Street where relatively high concentrations of VOCs were detected in groundwater, soil, soil gas, and indoor air samples. The project is being conducted pursuant to an Imminent and Substantial Endangerment Determination Order issued by DTSC to the current property owner. Shortly after EPC operations ceased in the 1990s, the site property was subdivided into two separate addresses, 1224 and 1226 E. Pomona Street. The current site

occupant at 1224 E. Pomona Street is a church group, and the current site occupant at 1226 E. Pomona Street is an automotive repair business.

Wood successfully implemented a triad-type approach to expedite site characterization and initiate a rapid response mitigation effort because high concentrations of VOCs were detected in soil gas and indoor air samples. Vapors were extracted from two vertical extraction wells screened between depths of approximately 15 and 30 feet and two horizontal extraction wells with approximately 60 to 70 lineal feet of screen and located approximately six feet underneath the site building. Subsequent soil gas and indoor air sampling results indicate that SVE has been effective for reducing VOC concentrations in soil gas beneath the site.

While onsite SVE planning and operations commenced, Wood continued onsite site and offsite groundwater sampling activities. Soil and groundwater samples were used for bench-scale treatability studies to evaluate effectiveness of in situ chemical oxidation (ISCO) under the site conditions. ISCO using sodium permanganate was considered more applicable for focused treatment of the VOCs in groundwater. The data collected from SVE operation and ISCO pilot studies were used to support remedy selection and design long-term remedial efforts. Wood prepared a RAP describing potential remedial alternatives to mitigate VOCs in soil, soil gas, and groundwater. The selected remedies included:

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*References: Emad Yemut, DTSC, (714) 484-5432;  
Scarlett Zhai, DTSC, (714) 484-5316*

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- SVE for treatment of VOCs in soil and soil gas
- ISCO with sodium permanganate for treatment of VOC-impacted groundwater
- Containment (capping and subsurface depressurization)
- Monitored natural attenuation for treatment of remaining VOC-impacted groundwater
- Institutional Controls during and/or after remedial implementation

Wood assisted DTSC with public outreach efforts, which included preparing an initial study document, Fact Sheet, and public participation plan to support public review of the RAP pursuant to CEQA. Wood also assisted DTSC during preparation of the presentation materials and supported DTSC staff during their public meeting. The draft RAP was finalized upon receipt of final public comments.

All project work was completed within the funding's deliverable schedule and authorized budget.





## Bethune Library, Los Angeles, California

Wood conducted a site investigation and prepared a RAW to support redevelopment planning for the former Bethune Library site at 3665 South Vermont Avenue, Los Angeles, California. The approximate 0.77-acre vacant site located adjacent to the University of Southern California campus is in a highly desirable location for development.

The site investigation was implemented through a DTSC grant implemented on behalf of the City of Los Angeles, Department of Public Works Bureau of Sanitation (LASAN) Brownfields Program to assess

whether current or former land uses may affect redevelopment plans. Based on previous site operations, the COPCs that may have been used at the site and that present an environmental and/or human impact concern included VOCs, TPH, metals, acid, and semi-VOCs.

### Relevant Scope Items:

- Site Investigation
- Cleanup Planning for Lead-impacted Soil
- RAW

*References: Triss Chesney, DTSC (714) 484-5419; Colette Monell, LASAN, (213) 485-2390*

Wood collected soil and soil gas samples from the site following the site-specific Sampling and Analysis Plan. Results demonstrated that removal of lead-impacted soil was necessary to allow for unrestricted reuse of the site property. Subsequently, Wood prepared a RAW to evaluate removal action alternatives and costs through the DTSC grant for hazardous substance sites.

The RAW was prepared pursuant to California Health and Safety Code, Section 25356.1(h) to support cleanup and removal of

released hazardous substances from the site. An estimated 4,945 cubic yards of lead-impacted soil was identified for removal from the site to allow for unrestricted reuse. The RAW described responsibilities of the selected contractor to designate a Certified Lead Supervisor pursuant to California Department of Public Health requirements. Other RAW components prepared by Wood included:

- QA/QC Plan
- Decontamination Plan
- Dust Control and Monitoring Plan

LASAN is using the agency-approved RAW to support redevelopment planning.



## 4.0 Cost and Pricing

Wood has prepared a cost estimate for Tasks 1 through 4 based on our past experience working with DTSC and the RWQCB. The task assumptions, some of which were discussed in Section 1.3.1, used to develop this estimate are listed below.

### Task 1 – Identify Data Gaps/Work Plan

- Review SSA
- Identify and confirm data gaps with RWQCB and/or DTSC
- Prepare a supplemental work plan for implementing additional site investigation activities

### Task 2 – Site Visit

- Prepare hand-outs for agency staff
- Wood PM and one Task Lead will participate in the site visit (including travel)

*Tasks 1 and 2 will be conducted concurrently with preparation of the RAP to save time (see Figure 2 - Proposed Project Schedule).*

### Task 3 – Prepare RAP

- Evaluate remedial technologies proposed in the SSA Report for suitability with RWQCB requirements
- Evaluate additional technologies that may better address RWQCB requirements
- Prepare and submit draft RAP to City for review
- Provide RAP to RWQCB for review
- Submit RAP for public review (see Task 4 below)
- Finalize RAP upon completion of public outreach activities

### Task 4 – Public Outreach

- Prepare Community Survey and Fact Sheet (in English and Spanish)
- Develop ¼-mile radius (including residence, business, and key contacts) and deliver documents
- Prepare response to comments

Based on Wood's experience working on similar project and the assumptions listed above, the total estimated cost to implement Tasks 1 through 4 is \$66,905. Copies of Wood's hourly fee schedule and summary of cost estimate for Tasks 1 through 7 (individual tasks and total costs) are included on the following pages. Tasks 1 through 7 summarizing the total anticipated scope of work and assumptions for remediation consulting services to be provided by Wood for the entire ECRG is \$829,907 and are provided on corresponding pages.

**Summary of Scope of Work and Assumptions**  
Equitable Community Revitalization Grant (ECRG)  
Former Berk Oil and Pacific Metal Craft Site  
City of Bell Gardens  
Bell Gardens, California

The anticipated scope of work and assumptions for Remediation Consulting Services to be Provided by Wood for the Equitable Community Revitalization Grant (ECRG) for the Former Berk Oil and Pacific Metal Craft Site in Bell Gardens, California, are summarized here. Estimated costs corresponding to these tasks are provided in Attachment 1.

**Task 1a – Identify and Address Data Gaps**

Scope

Similar to scope described in proposal dated 8/15/22 but expanded based on subsequent RWQCB requests and communications.

Assumptions

Responses to RWQCB letters and requests will be in a single combined work plan document. One round of RWQCB review comments and responses will be necessary.

**Task 1b – Implement Work Plan: Field and Laboratory**

Scope

Implementation of RWQCB-approved work plan for combined soil, soil gas, and groundwater investigations.

Assumptions

Work will be conducted in parallel with preparation of the FS/RAP (Task 3a).

Includes: drilling, soil sampling, and groundwater grab sampling; installation and sampling of 6 to 10 multi-depth soil gas probes, construction, development, and sampling of up to 6 groundwater monitoring wells; laboratory analysis of soil, soil gas, and groundwater samples; destruction of up to 8 existing groundwater monitoring wells; and survey.

Wood will retain investigation subcontractors.

**Task 1c – Implement Work Plan: Reporting**

Scope

Preparation of a combined report for soil, soil gas, and groundwater investigations and well destructions.

Assumptions

Soil, soil gas, and groundwater investigations and well destructions can be reported in a single combined document.

One round of RWQCB review comments and responses will be necessary.

Findings and interpretations will be integrated into a supplement to the FS/RAP (Task 3b) if necessary.

#### **Task 1d – Characterize Extent and Properties of Fill**

##### Scope

Delineate lateral and vertical extent and assess chemical and geotechnical properties of existing fill

##### Assumptions

Initial data will be collected in conjunction with Task 1b.

Additional data will be collected in conjunction with Task 7a after site clearing and removal of surficial debris.

One day of backhoe subcontractor retained by Wood for potholing and trenching.

Additional contractor services if needed for work performed in conjunction with Task 7a will be provided by a contractor retained by the City.

#### **Task 2a – Site Visit**

##### Scope

Initial site visit and discussions with RWQCB.

##### Assumptions

As described in proposal dated 8/15/22.

#### **Task 2b – Continued Communications with RWQCB**

##### Scope

Meetings, calls, and routine communications with RWQCB staff through June 2024.

##### Assumptions

Approximately 2 hours per week for Wood project manager or lead engineer.

#### **Task 3a - Prepare a FS/RAP**

##### Scope

Prepare a FS/RAP to identify and evaluate remedial alternatives for soil and soil gas.

##### Assumptions

As described in proposal dated 8/15/22

Evaluation of remedial alternatives can be streamlined with focus on presumptive remedies for soil (excavation and disposal) and soil gas (SVE).

One round of RWQCB review comments and responses will be necessary.

### **Task 3b - FS/RAP Supplement**

#### Scope

A FS/RAP Supplement will be prepared to incorporate the results of Data Gap Investigations (Task 1c) and preliminary results of fill characterization (Task 1d, as available) and RWQCB input on vapor intrusion mitigation requirements.

#### Assumptions

The FS/RAP Supplement will not result in overall changes to the remediation approaches described in the FS/RAP (Task 3a) but will refine how and where the approaches will be implemented on the site.

One round of RWQCB review comments and responses will be necessary.

### **Task 4 - Assist with Public Outreach**

#### Scope

Provide assistance to public outreach efforts.

#### Assumptions

As described in proposal dated 8/15/22.

Public outreach, CEQA, and related work will be conducted by the RWQCB or a separate consultant retained by the City, with assistance from Wood.

### **Task 5 - Prepare Design Documents and Assist with Contractor Procurement**

#### Scope

Prepare plans and specifications for site clearing and debris removal, excavation, transportation, and disposal of contaminated soil (**Task 5a**) and SVE system(s) or other VI mitigation measures (**Task 5b**) Assist City with contractor procurement (**Task 5c**). If SVE is selected as a remedy, design drawings may include:

- Site plan w/SVE wells and assumed ROI
- Trenching Plan View
- Trenching Profiles
- Civil Details
- Process Flow Diagram
- Piping and Instrumentation Diagram
- Treatment Equipment Layout
- Electrical Diagrams

#### Assumptions

Plans and specifications for site clearing, debris removal, and excavation, transportation, and disposal of contaminated soil are prepared as a single package.

Plans and specifications for SVE or other VI mitigation measures are prepared as a separate single package.

Assistance with procurement consists of answering bidder questions related to site conditions and remediation designs and providing input to the City on bids received, if requested.

## **Task 6 - Obtain Permits and Approvals**

### Scope

Preparation of work plans for remedial excavation and SVE or other VI mitigation for RWQCB review and approval. Obtaining well permits for groundwater monitoring wells, soil gas probes, and SVE wells as necessary. Obtaining an air discharge permit for an SVE vapor treatment system.

### Assumptions

Two separate work plans will be prepared and submitted to the RWQCB.

Both plans will describe sampling and analyses to be done for remedy performance monitoring or verification.

One round of RWQCB review comments and responses will be necessary for each work plan.

All other permits and approvals will be obtained by remediation contractors retained by the City, with minor support from Wood.

## **Task 7a – Excavation Observation and Reporting**

### Scope

Observation during site clearing and debris removal.

Additional data collection for characterization of fill (if needed following Task 1d).

Observation during excavation and on-site management of contaminated soil.

Verification sampling and laboratory analysis of soil samples from excavation perimeter.

### Assumptions

Field work is conducted over four continuous weeks.

Wood retains laboratory contractor for analysis of verification samples.

Documentation of transport and disposal of contaminated soil and compliance with all permits to be provided by remediation contractor retained by the City.

Preparation of an excavation completion report.

## **Task 7b – SVE Construction Observation and Reporting**

### Scope

Observation during construction and startup of SVE system or other VI mitigation measure. Reporting is expected to include:

- Record drawings
- Construction completion report
- Air permit initial compliance

### Assumptions

Field work for SVE construction and startup is conducted over five continuous weeks.

Documentation of compliance with all permits to be provided by contractor retained by the City.

Preparation of an SVE construction and startup report.

### **Task 7c – Plans for Required Future Work**

#### Scope

May include plans for continued SVE operations, OM&M of other VI mitigation measures (such as sub slab depressurization systems), periodic site inspections, or soil management.

#### Assumptions

Plans or other documents to be required by RWQCB or others will be identified during the project.

## Attachment 1

**CITY OF BELL GARDENS**  
**TECHNICAL CONSULTING SERVICES**  
**Equitable Community Revitalization Grant (ECRG)**  
**Former Berk Oil and Pacific Metal Craft Site**

Wood Environment & Infrastructure Solutions, Inc.		Task 1a		Task 1b		Task 1c		Task 1d		Task 2a		Task 2b		Task 3a		Task 3b		Task 4		Task 5a		Task 5b		Task 5c		Task 6		TASK 7a		TASK 7b		Task 7c		Total Labor Hours	TOTAL LABOR COST		
		Identify Data Gaps/Work Plan		Implement Work Plan: Field and Lab		Implement Work Plan: Reporting		Characterize Fill		Initial Site Visit and Communications with RWQCB		Continued Communications with RWQCB		Prepare FS/RAP		FS/RAP Supplement		Public Outreach		Excavation Design		SVE/VI Mitigation Design		Procurement and Contractor Management Support		Permits and Approvals: Excavation & SVE Work Plans plus Support for Contractors		Excavation Observation and Reporting		SVE Construction Observation and Reporting		Required Plans for Future Work					
		Units/Hrs	Cost	Units/Hrs	Cost	Units/Hrs	Cost	Units/Hrs	Cost	Units/Hrs	Cost	Units/Hrs	Cost	Units/Hrs	Cost	Units/Hrs	Cost	Units/Hrs	Cost	Units/Hrs	Cost	Units/Hrs	Cost	Units/Hrs	Cost	Units/Hrs	Cost	Units/Hrs	Cost	Units/Hrs	Cost	Units/Hrs	Cost				
CONTRACTOR LABOR STAFF CATEGORY		RATE																																			
Principal	\$240.00	20.0	\$4,800	30.0	\$7,200	32.0	\$7,680	24.0	\$5,760	3.0	\$720	160.0	\$38,400	24.0	\$5,760	16.0	\$3,840	6.0	\$1,440	40.0	\$9,600	40.0	\$9,600	40.0	\$9,600	30.0	\$7,200	40.0	\$9,600	40.0	\$9,600	40.0	\$9,600	40.0	\$9,600	585.0	\$140,400
Sr Associate	\$220.00	0.0	\$0	0.0	\$0	0.0	\$0	0.0	\$0	0.0	\$0	0.0	\$0	16.0	\$3,520	12.0	\$2,640	0.0	\$0	0.0	\$0	0.0	\$0	0.0	\$0	0.0	\$0	0.0	\$0	0.0	\$0	0.0	\$0	0.0	\$0	28.0	\$6,160
Associate	\$195.00	12.0	\$2,340	60.0	\$11,700	60.0	\$11,700	20.0	\$3,900	0.0	\$0	0.0	\$0	16.0	\$3,120	12.0	\$2,340	0.0	\$0	0.0	\$0	60.0	\$11,700	40.0	\$7,800	40.0	\$7,800	40.0	\$7,800	40.0	\$7,800	40.0	\$7,800	440.0	\$85,800		
Senior 2	\$175.00	0.0	\$0	0.0	\$0	80.0	\$14,000	0.0	\$0	0.0	\$0	0.0	\$0	40.0	\$7,000	30.0	\$5,250	0.0	\$0	60.0	\$10,500	20.0	\$3,500	0.0	\$0	60.0	\$10,500	80.0	\$14,000	100.0	\$17,500	0.0	\$0	0.0	\$0	470.0	\$82,250
Senior 1	\$150.00	0.0	\$0	0.0	\$0	0.0	\$0	0.0	\$0	0.0	\$0	0.0	\$0	0.0	\$0	0.0	\$0	0.0	\$0	0.0	\$0	0.0	\$0	80.0	\$12,000	0.0	\$0	0.0	\$0	0.0	\$0	40.0	\$6,000	120.0	\$18,000		
Eng/Sci Professional 3	\$135.00	60.0	\$8,100	140.0	\$18,900	60.0	\$8,100	0.0	\$0	5.0	\$675	0.0	\$0	60.0	\$8,100	40.0	\$5,400	8.0	\$1,080	0.0	\$0	24.0	\$3,240	0.0	\$0	60.0	\$8,100	60.0	\$8,100	100.0	\$13,500	0.0	\$0	0.0	\$0	617.0	\$83,295
Eng/Sci Professional 2	\$120.00	0.0	\$0	0.0	\$0	0.0	\$0	0.0	\$0	0.0	\$0	0.0	\$0	24.0	\$2,880	16.0	\$1,920	8.0	\$960	0.0	\$0	0.0	\$0	0.0	\$0	0.0	\$0	0.0	\$0	0.0	\$0	0.0	\$0	0.0	\$0	48.0	\$5,760
Eng/Sci Professional 1	\$110.00	24.0	\$2,640	0.0	\$0	0.0	\$0	0.0	\$0	0.0	\$0	0.0	\$0	40.0	\$4,400	24.0	\$2,640	0.0	\$0	0.0	\$0	0.0	\$0	0.0	\$0	0.0	\$0	0.0	\$0	0.0	\$0	0.0	\$0	0.0	\$0	88.0	\$9,680
CADD/GIS	\$120.00	24.0	\$2,880	0.0	\$0	40.0	\$4,800	0.0	\$0	1.0	\$120	0.0	\$0	16.0	\$1,920	16.0	\$1,920	0.0	\$0	30.0	\$3,600	80.0	\$9,600	80.0	\$9,600	60.0	\$7,200	40.0	\$4,800	100.0	\$12,000	40.0	\$4,800	527.0	\$63,240		
Technician 5	\$125.00	0.0	\$0	40.0	\$5,000	0.0	\$0	40.0	\$5,000	0.0	\$0	0.0	\$0	0.0	\$0	0.0	\$0	0.0	\$0	0.0	\$0	0.0	\$0	0.0	\$0	0.0	\$0	160.0	\$20,000	200.0	\$25,000	0.0	\$0	0.0	\$0	440.0	\$55,000
Technician 4	\$110.00	0.0	\$0	0.0	\$0	0.0	\$0	0.0	\$0	0.0	\$0	0.0	\$0	0.0	\$0	0.0	\$0	0.0	\$0	0.0	\$0	0.0	\$0	0.0	\$0	0.0	\$0	0.0	\$0	0.0	\$0	0.0	\$0	0.0	\$0	0.0	\$0
Technician 3	\$95.00	0.0	\$0	0.0	\$0	0.0	\$0	0.0	\$0	0.0	\$0	0.0	\$0	0.0	\$0	0.0	\$0	0.0	\$0	0.0	\$0	0.0	\$0	0.0	\$0	0.0	\$0	0.0	\$0	0.0	\$0	0.0	\$0	0.0	\$0	0.0	\$0
Administrative Staff 5	\$95.00	6.0	\$570	0.0	\$0	8.0	\$760	0.0	\$0	1.0	\$95	0.0	\$0	16.0	\$1,520	6.0	\$570	2.0	\$190	8.0	\$760	8.0	\$760	40.0	\$3,800	12.0	\$1,140	10.0	\$950	10.0	\$950	0.0	\$0	0.0	\$0	127.0	\$12,065
Administrative Staff 3	\$85.00	0.0	\$0	0.0	\$0	0.0	\$0	0.0	\$0	0.0	\$0	0.0	\$0	0.0	\$0	0.0	\$0	0.0	\$0	0.0	\$0	0.0	\$0	0.0	\$0	0.0	\$0	0.0	\$0	0.0	\$0	0.0	\$0	0.0	\$0	0.0	\$0
Contractor Labor Cost Subtotals		146.0	\$21,330	270.0	\$42,800	280.0	\$47,040	84.0	\$14,660	10.0	\$1,610	160.0	\$38,400	252.0	\$38,220	172.0	\$26,520	24.0	\$3,670	138.0	\$24,460	232.0	\$38,400	280.0	\$42,800	262.0	\$41,940	430.0	\$65,250	590.0	\$86,350	160.0	\$28,200	3,490		\$561,650	
OTHER DIRECT COSTS																																					
ITEM		RATE																																			
Vehicles - Personal (mile rate)	\$0.625	0.0	\$0	0.0	\$0	0.0	\$0	0.0	\$0	0.0	\$0	0.0	\$0	0.0	\$0	0.0	\$0	0.0	\$0	0.0	\$0	0.0	\$0	\$0	\$0	0.0	\$0	0.0	\$0	0.0	\$0	0.0	\$0	0.0	\$0	\$0	
Vehicles - Company (per day)	\$100.00	0.0	\$0	30.0	\$3,000	0.0	\$0	5.0	\$500	1.0	\$100	0.0	\$0	0.0	\$0	0.0	\$0	1.0	\$100	0.0	\$0	0.0	\$0	\$0	\$0	0.0	\$0	24.0	\$2,400	30.0	\$3,000	0.0	\$0	0.0	\$0	\$9,100	
PID (per day)	\$85.00	0.0	\$0	15.0	\$1,275	0.0	\$0	5.0	\$425	0.0	\$0	0.0	\$0	0.0	\$0	0.0	\$0	0.0	\$0	0.0	\$0	0.0	\$0	\$0	\$0	0.0	\$0	20.0	\$1,700	25.0	\$2,125	0.0	\$0	0.0	\$0	\$5,525	
Permitting (well and boring permits)	\$825.00	0.0	\$0	1.0	\$825	0.0	\$0	0.0	\$0	0.0	\$0	0.0	\$0	0.0	\$0	0.0	\$0	0.0	\$0	0.0	\$0	0.0	\$0	\$0	\$0	1.0	\$825	0.0	\$0	0.0	\$0	0.0	\$0	0.0	\$0	\$1,650	
Permitting (SVE air discharge)	\$20,000.00	0.0	\$0	0.0	\$0	0.0	\$0	0.0	\$0	0.0	\$0	0.0	\$0	0.0	\$0	0.0	\$0	0.0	\$0	0.0	\$0	0.0	\$0	0.0	\$0	1.0	\$20,000	0.0	\$0	0.0	\$0	0.0	\$0	0.0	\$0	\$20,000	
Misc. ODCs (per day)	\$100.00	0.0	\$0	15.0	\$1,500	0.0	\$0	5.0	\$500	0.0	\$0	0.0	\$0	0.0	\$0	0.0	\$0	0.0	\$0	0.0	\$0	0.0	\$0	\$0	\$0	0.0	\$0	20.0	\$2,000	25.0	\$2,500	0.0	\$0	0.0	\$0	\$6,500	
Other Direct Cost Subtotals		\$0		\$6,600		\$0		\$1,425		\$100			\$0		\$0		\$0	\$100			\$0	\$0		\$0		\$20,825		\$6,100		\$7,625		\$0			\$42,775		
SUBCONTRACTOR COSTS																																					
SUBCONTRACTOR		RATE																																			
Utility Clearance	\$2,000.00	0.0	\$0	1.0	\$2,000	0.0	\$0	1.0	\$2,000	0.0	\$0	0.0	\$0	0	\$0	0.0	\$0	0.0	\$0	0.0	\$0	0.0	\$0	0.0	\$0	0.0	\$0	0.0	\$0	0.0	\$0	0.0	\$0	0.0	\$0	\$4,000	
Drilling & Wells	\$6,000.00	0.0	\$0	15.0	\$90,000	0.0	\$0	0.0	\$0	0.0	\$0	0.0	\$0	0.0	\$0	0.0	\$0	1.0	\$6,000	0.0	\$0	0.0	\$0	0.0	\$0	0.0	\$0	0.0	\$0	0.0	\$0	0.0	\$0	0.0	\$0	\$96,000	
Backhoe	\$3,000.00	0.0	\$0	0.0	\$0	0.0	\$0	1.0	\$3,000	0.0	\$0	0.0	\$0	0.0	\$0	0.0	\$0	1.0	\$3,000	0.0	\$0	0.0	\$0	0.0	\$0	0.0	\$0	0.0	\$0	0.0	\$0	0.0	\$0	0.0	\$0	\$6,000	
Survey	\$3,500.00	0.0	\$0	1.0	\$3,500	0.0	\$0	0.0	\$0	0.0	\$0	0.0	\$0	0.0	\$0	0.0	\$0	0.0	\$0	0.0	\$0	0.0	\$0	0.0	\$0	0.0	\$0	0.0	\$0	0.0	\$0	0.0	\$0	0.0	\$0	\$3,500	
Soil Gas Mobile Lab	\$3,500.00	0.0	\$0	8.0	\$28,000	0.0	\$0	0.0	\$0	0.0	\$0	0.0	\$0	0.0	\$0	0.0	\$0	0.0	\$0	0.0	\$0	0.0	\$0	0.0	\$0	0.0	\$0	0.0	\$0	0.0	\$0	0.0	\$0	0.0	\$0	\$28,000	
metals in Soil	\$70.00	0.0	\$0	50.0	\$3,500	0.0	\$0	20.0	\$1,400	0.0	\$0	0.0	\$0	0.0	\$0	0.0	\$0	0.0	\$0	0.0	\$0	0.0	\$0	0.0	\$0	0.0	\$0	0.0	\$0	0.0	\$0	0.0	\$0	0.0	\$0	\$4,900	
VOCs in Soil (+5035)	\$105.00	0.0	\$0	50.0	\$5,250	0.0	\$0	20.0	\$2,100	0.0	\$0	0.0	\$0	1.0	\$105	0.0	\$0	0.0	\$0	0.0	\$0	0.0	\$0	0.0	\$0	0.0	\$0	0.0	\$0	0.0	\$0	0.0	\$0	0.0	\$0	\$7,455	
PAHs in Soil	\$115.00	0.0	\$0	50.0	\$5,750	0.0	\$0	20.0	\$2,300	0.0	\$0	0.0	\$0	1.0	\$115	0.0	\$0	0.0	\$0	0.0	\$0	0.0	\$0	0.0	\$0	0.0	\$0	0.0	\$0	0.0	\$0	0.0	\$0	0.0	\$0	\$8,165	
TPH in Soil	\$60.00	0.0	\$0	50.0	\$3,000	0.0	\$0	20.0	\$1,200	0.0	\$0	0.0	\$0	1.0	\$60	0.0	\$0	0.0	\$0	0.0	\$0	0.0	\$0	0.0	\$0	0.0	\$0	0.0	\$0	0.0	\$0	0.0	\$0	0.0	\$0	\$4,260	
metals in GW	\$110.00	0.0	\$0	20.0	\$2,200	0.0	\$0	0.0	\$0	0.0	\$0	0.0	\$0	0.0	\$0	0.0	\$0	0.0	\$0	0.0	\$0	0.0	\$0	0.0	\$0	0.0	\$0	0.0	\$0	0.0	\$0	0.0	\$0	0.0	\$0	\$2,200	
VOCs in GW	\$70.00	0.0	\$0	20.0	\$1,400	0.0	\$0	0.0	\$0	0.0	\$0	0.0	\$0	0.0	\$0	0.0	\$0	0.0	\$0	0.0	\$0	0.0	\$0	0.0	\$0	0.0	\$0	0.0	\$0	0.0	\$0	0.0	\$0	0.0	\$0	\$1,400	
TPH in GW	\$70.00	0.0	\$0	20.0	\$1,400	0.0	\$0	0.0	\$0	0.0	\$0	0.0	\$0	0.0	\$0	0.0	\$0	0.0	\$0	0.0	\$0	0.0	\$0	0.0	\$0	0.0	\$0	0.0	\$0	0.0	\$0	0.0	\$0	0.0	\$0	\$1,400	
lead in Soil (excavation)	\$15.00	0.0	\$0	0.0	\$0	0.0	\$0	0.0	\$0	0.0	\$0	0.0	\$0	0.0	\$0	0.0	\$0	0.0	\$0	0.0	\$0	0.0	\$0	0.0	\$0	0.0	\$0	100.0	\$1,500	0.0	\$0	0.0	\$0	0.0	\$0	\$1,500	
PAHs in Soil (excavation)	\$115.00	0.0	\$0	0.0	\$0	0.0	\$0	0.0	\$0	0.0	\$0	0.0	\$0	0.0	\$0	0.0	\$0	0.0	\$0	0.0	\$0	0.0	\$0	0.0	\$0	0.0	\$0	100.0	\$11,500	0.0	\$0	0.0	\$0	0.0	\$0	\$11,500	
Geotechnical Tests	\$4,000.00	0.0	\$0	0.0	\$0	0.0	\$0	1.0	\$4,000	0.0	\$0	0.0	\$0	0	\$0	0.0	\$0	0.0	\$0	0.0	\$0	0.0	\$0	0.0	\$0	0.0	\$0	0.0	\$0	0.0	\$0	0.0	\$0	0.0	\$0	\$4,000	
IDW Disposal	\$350.00	0.0	\$0	50.0	\$17,500	0.0	\$0	20.0	\$7,000	0.0	\$0	0.0	\$0	0	\$0	0.0	\$0	0.0	\$0	0.0	\$0	0.0	\$0	0.0	\$0	0.0	\$0	0.0	\$0	0.0	\$0	0.0	\$0	0.0	\$0	\$24,500	
Subcontractor Markup (8%)			\$0		\$13,080		\$0		\$1,840		\$0		\$0		\$22		\$0		\$720																		





## PROPOSED RATES

**City of Bell Gardens Request for Proposal  
Equitable Community Revitalization Grant  
Former Berk Oil and Pacific Metal Craft Site**

*Effective through June 29, 2024*

WOOD JOB TITLES	PROPOSED CONTRACT RATES
Principal	\$ 240
Sr Associate	\$ 220
Associate	\$ 195
Senior 2	\$ 175
Senior 1	\$ 150
Eng/Sci Professional 3	\$ 135
Eng/Sci Professional 2	\$ 120
Eng/Sci Professional 1	\$ 110
CADD/GIS	\$ 120
Technician 5	\$ 125
Technician 4	\$ 110
Technician 3	\$ 95
Administrative Staff 5	\$ 95
Administrative Staff 3	\$ 85

**Travel Expenses:** IRS Standard Milage Rate (current \$0.625/mile)

**Subcontract Expenses:** Supplies or services furnished to Wood in support of project activities by any supplier or firm: Cost plus 8%

**Direct Expenses:** Other expenses in support of project activities: Cost plus 8%



## 5.0 Additions or Exceptions

As requested, this is a separate section of our submittal, immediately behind this document.

**Additions or Exceptions to the  
City's Request for Proposal**



## 5.0 Additions or Exceptions

Wood reviewed the sample contract the City provided and does not have any additions or exceptions at this time. However, it is unclear if selected subcontractors will provide services through Wood's agreement or would be contracted separately by the City. We can work with the City and the DTSC as the grant manager to address this question upon award of contract. In addition, we recognize the final contract may need to differ from the sample to reflect requirements of the ECRG.

Some key elements of the RFP that Wood considered in its response include:

- Our staff fee will remain in place through June 29, 2024 when the grant funding period ends
- Wood understands the ECRG payment terms may be up to 90 days

## **Appendix A**

### **Wood Resumes**



## Summary

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### Years of Experience

29 (20 with Wood)

### Office of Employment

Costa Mesa, California

### Education

Bachelor of Science, Geology,  
California State University,  
Fullerton, 1993

Associate of Art, Cypress College,  
1990

### Registrations / Certifications / Licenses

Professional Geologist, CA, 7058,  
2000

### Areas of Expertise

- Phase I / II ESAs
- Due Diligence
- Remedial Investigation
- Soil, Soil Gas, and Groundwater Remediation
- Hydrogeologic Studies
- Brownfield and Property Assessments
- Vapor Intrusion Evaluation and Mitigation
- Remedy Evaluation and Implementation
- Construction and Demolition Planning/Oversight
- Munitions and Explosives of Concern

## Professional Summary

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Joseph Bahde has 29 years of environmental site investigation and remediation experience. He has overseen and implemented most aspects of hazardous waste site investigations and remediation, including preparation of sampling and analysis plans (SAPs), Phase I and II environmental site assessments (ESAs), removal action work plans (RAWs) and remedial action plans (RAPs), hydrogeologic evaluations, health and safety oversight, data evaluation, risk assessment, agency negotiations, soil and groundwater cleanup, public participation, vapor intrusion evaluation and mitigation, and preparation of closure documents. Joe has conducted and managed numerous soil, soil gas, and groundwater remedial investigation (RI)/feasibility study (FS) projects at facilities throughout California ranging from simple grab sample investigations for private companies to RCRA/CERCLA RIs and cleanup with budgets in excess of \$15 million.

Joe's expertise includes the design and implementation of RIs and corrective measures for both private sector and government clients. His industry experience includes dry cleaner and plating facilities, manufacturing, petro- and agricultural-chemical, financial, municipalities, Brownfield developments, military sites, and aerospace facilities. In addition to managing numerous investigations involving petroleum hydrocarbons and/or solvents, Joe designed and implemented RI/FS projects characterizing chemicals such as pesticides, metals, depleted uranium, explosives, chemical warfare agents, and emerging compounds. His experience with treatment technologies includes soil vapor extraction (SVE) using cryogenic-cooling and compression technology and activated carbon adsorption, in situ treatment, soil excavation and removal, and screening/segregation of explosive/hazardous substances. These investigations and remedial activities were overseen by local, state, and federal regulatory agencies.

## Experience

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### DTSC Site Mitigation and Restoration Program On-Call Contract, Cypress Region, CA

Responsible for managing the on-call services contract for environmental site assessment and restoration services for the California Department of Toxic Substances Control (DTSC) Cypress, CA Region. The on-call contracts included Phase I/II ESAs, potential responsible party identification, site-wide facility screening and hazardous waste generation evaluations,

SAP/workplan preparation, RI/FS investigations and studies, RAP and RAW preparation, California Environmental Quality Act (CEQA) support and public outreach participation, United States Environmental Protection Agency (U.S. EPA) grant funded Targeted Site Investigation (TSI) projects, design/implementation of remedial actions, remediation systems operations and maintenance, and providing technical expertise for on-call tasks. Oversaw and managed 62 task orders totaling nearly \$20 million in project work.

**Berk Oil and Pacific Metal Craft Properties, Bell Gardens, CA** Project Manager. Managed and oversaw three separate site investigation programs:

- 2012 TSI funded through DTSC grant program
- 2019 Site Characterization funded through DTSC Brownfield Assessment grant
- 2022 Supplemental Site Assessment (SSA) funded through U.S. EPA Brownfields grant awarded to National Development Council

Responsible for performing an RI during the 2012 and 2019 programs at this vacant and unproductive brownfields property. Prepared a Phase I ESA in 2012 summarizing previous site activities and identifying several Recognized Environmental Conditions at the site. Prepared subsequent work plans to characterize soil, soil-gas, and groundwater conditions at the site using innovative tools and techniques to expedite the site investigation. Oversaw use of high-resolution subsurface screening tools (cone penetration testing [CPT], Hydraulic Profiling Tool [HPT], Membrane Interface Probe [MIP]), along with confirmation soil, soil gas, and groundwater sampling (using grab methods) to assess how environmental conditions associated with current or former land uses affected commercial/industrial redevelopment plans. Lead and benzo(a)pyrene (BaP) were detected in soil at concentrations exceeding screening levels. Prepared the 2019 Site Characterization Report that provided recommendations for commercial/industrial reuse of the site on a parcel by parcel basis.

Managed the 2022 SSA with the goal of evaluating mix reuse of the site (commercial/industrial and residential development). Prepared plans to install passive soil gas probes to provide information on overall site volatile organic compounds (VOC), total petroleum hydrocarbons (TPH), and Polycyclic Aromatic Hydrocarbon conditions. Used results of the passive soil gas samples to direct confirmation sampling locations. Used active soil gas, CPT, membrane interface hydraulic profile tool direct-read monitoring, and grab groundwater samples to evaluate site conditions and support site redevelopment decisions. Assisted with preparation of a Human Health Risk Assessment (HHRA) to evaluate both commercial/industrial and residential (mixed) land use and calculate potential health risks posed by chemicals of potential concern at the site. Results of the HHRA demonstrated that exposure of future site occupants under both residential and commercial/industrial reuse scenarios to current soil and soil gas conditions would result in an elevated noncancer hazard and cancer risk. Therefore, a response action would be required to allow for mixed use site redevelopment.

Prepared the SSA Report, which identified the estimated areas of lead and/or BaP soil excavation that, when removed, would allow for unrestricted use of site soil. Recommended installation of vapor barriers beneath any new slab-on-grade building construction to address potential vapor intrusion concerns because soil gas concentrations were relatively low and dispersed throughout the site. All project work was completed within the grant funding's deliverable schedule and authorized budget. Results and recommendation from the SSA were used by the City to obtain an Equitable Community Revitalization Grant.

**Engineering Plating, Santa Ana, CA**

Project Manager. Responsible for performing a RI and groundwater pilot studies and supporting implementation of an SVE and situ chemical oxidation (ISCO) pilot tests at a former plating facility. The project was funded through the State "Orphan Site" program because indoor air VOC concentrations presented a potential "Imminent and Substantial Endangerment" to site occupants and the current site owner did not have the resources to complete site investigation and implement remedial actions. To alleviate VOCs concentrations in indoor air, planned for and oversaw installation of two horizontal vapor extraction wells beneath the existing building foundation to provide subsurface depressurization (SSD) by connection to the SVE system, which used granular activated carbon (GAC) to treat extracted vapors. Operation of the SSD resulted in lowering indoor air VOC concentrations by one to two orders of magnitude.

Used a combination of high-resolution subsurface screening tools (CPT, HPT, MIP), along with confirmation soil and groundwater sampling (using grab methods or installing and sampling groundwater monitoring wells) to identify and delineate a paleochannel underlying a portion of the site. VOC-impacted groundwater was moving along the higher-porosity paleochannel sands and gravels tangential to the regional groundwater flow direction in finer-grained sediments. Prepared a conceptual site model that accounted for the variable VOC mass movement along the paleochannel and in multiple undifferentiated water-bearing zones following the regional flow direction.

Prepared plans for bench-scale treatability studies to evaluate ISCO to remediate VOC-impacted groundwater. Using results of the bench-scale treatability studies, demonstrated that ISCO using sodium permanganate was appropriate for treatment of high VOC concentrations in groundwater. Subsequently prepared an FS/RAP using results of the RI and pilot studies to design and support long-term soil and groundwater remedial efforts. Recommended SVE for VOC-impacted soil and ISCO for VOC-impacted groundwater. Assisted DTSC with preparation of a Public Participation Plan, Fact Sheet, community notices, and other documents to support CEQA public outreach requirements. Subsequently supported DTSCs public outreach efforts, participated in a community workshop and a public meeting, and reviewed proposed responses to public comments. DTSC approved the FS/RAP following completion of CEQA public review activities.

Prepared plans for an ISCO pilot study, which included an application for a Waste Discharge Requirement (WDR) permit under the SA-RWQCB's Discharge Authorization and Monitoring & Reporting Program to inject up to 7 percent sodium permanganate by weight. The pilot test was implemented in two phases, the first to evaluate VOC-impacted groundwater within the paleochannel deposits and the second to evaluate VOC-impacted groundwater within the undifferentiated water-bearing sediments outside the paleochannel. Oversaw ISCO activities and provided additional safety precautions because of a nearby homeless encampment. Subsequently prepared a final ISCO pilot test summary report. The project work was completed according to plan and within authorized budget and schedules.

**Pathway High School, Lynwood, CA**

Project Manager. Responsible for performing a Supplemental Site Investigation (SSI) and implementing soil removal actions allowing for redevelopment with modular buildings for housing student and faculty personnel on an unused portion of the Lynwood Unified School District (LUSD) property. The LUSD entered into a School Cleanup Agreement with DTSC to provide oversight of the SSI and removal actions allowing for unrestricted land reuse and to comply with public outreach requirements pursuant to CEQA. Historical operation of a warehouse at the site resulted in organochlorine pesticide impact to soil from termiticide application (e.g., dieldrin) and lead impact to soil from lead-based paint.

Prepared an SSI Work Plan to define the extent of lead- and dieldrin-impacted soil and address other potential site contaminants originating from historical operation of an underground storage tank/gasoline dispenser and reported use of small parts cleaning wash basins inside the former building. Used results of the field sampling program to prepare the SSI Report, which documented lead and dieldrin were the only



site contaminants of concern (COCs), defined the vertical and lateral extent of soils impact, and determined COC cleanup goals. Upon DTSC's approval of the SSI Report, assisted them with preparation of the draft Removal Action Workplan (RAW) that recommended excavation of lead and dieldrin impacted soil followed by off-site transportation to an approved facility for treatment/disposal.

After DTSC approved the draft RAW and submitted it for public review, assisted them with implementing CEQA activities, which included preparation of a Community Profile, Community Survey, and Community Updates. After completion of public outreach efforts, finalized the RAW pursuant to DTSC request and assisted the LUSD with contractor selection (prepared Technical Specifications and Procurement and Agreement Requirements to support competitive bid contract requirements). In 2018, provided oversight during removal of 231.47 tons of impacted soil and collected confirmation soil samples demonstrating achieved the project remedial action objectives. Subsequently, prepared the Removal Action Completion Report (RACR) supporting No Further Action determination for the site. DTSC agreed with our recommendation and approved the RACR in February 2018 as is and with no comments.

The classroom buildings were installed in 2019 and the Panthers Pathway program will be open to new students soon. Wood completed the SSI, RAW, and RACR on schedule. Our original total estimated cost for site investigation, planning, and closure was approximately \$175,000. However, through planning collaborative efforts between the client and DTSC representatives, our final invoice cost was \$122,167 saving over \$50,000 from our original overall projected project costs.

#### **Former Bethune Library, Los Angeles, CA**

Project Manager. Responsible for performing a site investigation and preparing a RAW to support redevelopment planning for the former Bethune Library site. The approximate 0.77-acre vacant site located adjacent to the University of Southern California campus is in a highly desirable location for development. Prepared plans to evaluate potential VOCs, TPH, metals, acid, and semi-VOC impacts. Results from the soil and soil gas samples demonstrated that removal of lead-impacted soil was necessary to allow for unrestricted reuse of the site property.

Assisted in preparation of a RAW to evaluate removal action alternatives and costs. Estimated 4,945 cubic yards of lead-impacted soil would need to be removed from the site to allow for unrestricted reuse. The RAW described responsibilities of the selected contractor to designate a Certified Lead Supervisor pursuant to California Department of Public Health requirements. Reviewed and finalized other components of the RAW including:

- Quality Assurance and Quality Control Plan
- Decontamination Plan
- Dust Control and Monitoring Plan

All project work was completed within the grant funding's deliverable schedule and authorized budget. The property owner is using the agency-approved RAW to support redevelopment planning.

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## Summary

### Years of Experience

31 (6 with Wood)

### Office of Employment

Oakland, California

### Education

Bachelor of Science, Chemical,  
Biomedical Engineering, Carnegie  
Mellon University, New York, 1990

### Registrations / Certifications / Licenses

Professional Engineer, Chemical, CA  
6175, 2004

Professional Engineer, Civil, CA  
78927, 2011

### Areas of Expertise

- Chemical Engineer
- Environmental Engineer
- Industrial Engineer
- Chemist
- Civil Engineer

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## Professional Summary

Charles has more than 31 years of experience in active remediation and extensive experience managing the design, installation, operation, and optimization of treatment equipment for oil and gas, industrial, and petrochemical clients. His experience includes pilot testing, system design, equipment procurement, construction oversight, system optimization and project closeout on a wide variety of projects.

Charles has expertise working with water treatment equipment, including the following treatment processes: filtration, oil/water separation, aeration, activated carbon, ozone/peroxide and UV/peroxide advanced oxidation reactors, and ion exchange resins.

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## Experience

### Refinery Soil Vapor Extraction (SVE) System Design, Alon, Bakersfield, CA

Project Manager. Managed the design of a 15,000 cubic foot per minute SVE system at a refinery. This system was one of the largest SVE systems ever designed, which utilized three blowers each equipped with a variable frequency drive to allow maximum flexibility and power consumption optimization. Recovered vapors were treated by a regenerative thermal oxidizer for maximum energy efficiency prior to discharge to the atmosphere.

### Product Recovery System Upgrade – Refinery, Hovensa, St. Croix, U.S. Virgin Islands

Senior Project Engineer. Provided the technical design for the upgrade of a free-phase hydrocarbon containment and recovery system comprised of 100 wells. The Environmental Protection Agency's mandated system operational requirements were met for the first time in five years after the completion of the upgrades. In addition to groundwater pumping wells, the site also operated three thermal oxidizers that processed vapors from multi-phase extraction systems. Modifications to the thermal soil vapor oxidizers, implemented as part of the same upgrade, resulted in a supplemental fuel usage savings of more than \$250,000 per year.

**Integrity Management Support, British Petroleum, Multiple Sites**

Integrity Management Coordinator. Worked as British Petroleum's integrity management coordinator for US retail, pipeline, terminal, and mining operations. Responsibilities include reviewing all new remediation system designs and construction, providing final review for any modifications to existing systems, and supervising system-related incident investigations for active remediation sites. Initiatives have included assisting with the implementation of a database for tracking inspection, operation, and maintenance activities, and educating consultants on the proper method for identifying, inspecting and maintaining protective safety devices on active remediation systems.

**Pipeline Release Remediation, Kinder Morgan, Corpus Christi, TX**

Senior Process Engineer. Provided process engineering design support for the remediation of a large pipeline spill. An estimated one million gallons of technical grade benzene were released, which overlay hexavalent chromium impacted groundwater. The site is being remediated through the use of SVE and multiphase extraction. The vapor treatment system includes a thermal oxidizer and a prototype benzene recovery system. The benzene recovery system removes benzene from the vapor stream by freezing it on two parallel heat exchangers. The recovered liquid benzene is sold to a local refinery. Work at the site has included upgrading the existing SVE system through the addition of to increase the hydrocarbon recovery rate and the installation of an air-to-glycol heat recovery system on the thermal oxidizer off-gas to improve air stripper efficiency.

**Remediation at Former Refinery, Pennzoil, Emlenton, PA**

Project Engineer. Designed a system for the recovery and treatment of hydrocarbon impacted groundwater at a former refinery. The recovered groundwater contained 20 mg/liter of dissolved iron. This was reduced to four mg/liter through the use of a sparge tank and a porous settling media. The reduction in iron concentration was required to reduce operation and maintenance costs and prevent fouling of the effluent line. The sparge tank was used to precipitate the iron through oxidation and pH increase. This eliminated the need for chemical pH adjustment thereby reducing the system complexity and the need to handle hazardous chemicals.

**Terminal Closure, Shell Oil Products, Manila, Philippines**

Senior Engineer. Assisted with the site conceptual model development and cost estimating for a former bulk storage terminal in operation for approximately 100 years and was responsible for the selection of the proposed remedial technology.

**Perchlorate Treatment System, Olin Corporation, Morgan Hill, CA**

Senior Engineer. Provided system design, procurement, and installation oversight for a hydraulic control system for a large perchlorate plume. Water was treated by filtration and ion exchange prior to discharge to storm sewer. Assisted with the equipment procurement specifications and vendor selection. After equipment vendor selection, worked directly with the vendor to verify that the process controls were properly interlocked with the groundwater recovery system. The equipment was transported to the site as skid mounted equipment to minimize the system installation and commissioning cost. The system was demonstrated to reliably recover and treat groundwater and continues in operation to this day,

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## Summary

### Years of Experience

41 (27 with Wood)

### Office of Employment

Costa Mesa, California

### Education

Master of Science, Civil  
Engineering, University of Arizona,  
Tucson, 1987

Bachelor of Science, Metallurgical  
Engineering, University of Arizona,  
Tucson, 1981

### Registrations / Certifications / Licenses

Professional Engineer, CA, C44751,  
1989

Professional Engineer - Sanitary  
Engineer, AZ, 26935, 1993

Class A HAZ Contractors License

### Areas of Expertise

- Soil and Groundwater Investigations
- Process and Remediation Engineering
- Site Closure
- Litigation Support

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## Professional Summary

Calvin Hardcastle has more than 41 years of process and environmental engineering experience. He has worked in environmental consulting for the past 35 years. His expertise includes investigation and remediation of contaminated soil vapor, soil, and groundwater as well as developing site closure strategies. Calvin has also conducted potable water supply projects including feasibility studies, pilot testing, design, maintenance, and rehabilitation of treatment facilities and pipelines.

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## Experience

### RCRA Facility Investigation (RFI) and Corrective Measures Implementation, Inglewood, CA

Engineering Manager. Performed, managed, and directed a variety of project phases to investigation and remediate the presence of volatile organic compounds (VOCs), primarily tetrachloroethene (PCE), trichloroethene (TCE), and 1,1-dichloroethene (1,1-DCE), in soil, soil vapor, and groundwater. Responsible for performing an interim remedial measure to remove 26 underground storage tanks (USTs) and close in-place two USTs in a staged manner to minimize impact to site operations. Conducted a design/build for implementation an interim measure using soil vapor extraction (SVE) to reduce VOC mass in soil and soil vapor. The SVE system consists of a network of 56 wells co-located in nest well pairings to screen four different soil zones, a duo manifold system to allow vapor extraction from soil zones with varying vacuum responses, and a C3 vapor abatement system to condense VOCs into liquid for management of by-products. The SVE system also acts as a sub-slab depressurization system to reduce potential risks to site workers via indoor air intrusion of VOCs. Technical reviewer of pilot study to evaluate feasibility of implementing in situ bioremediation in shallow zone groundwater. Pilot study features a "push-pull" system to inject quick-release and slow-release carbon substrates and a bacteria consortium to augment naturally-occurring groundwater conditions to promote degradation of the chlorinated solvents. Technical director for the corrective measures study (CMS) to select remedial alternatives for site soil, soil vapor, and groundwater. The CMS focuses on a strategy of in situ treatment of shallow groundwater and soil vapor extraction for soil and soil vapor.

**Superfund Site Investigation and Remediation, South Gate, CA**

Principal-in-Charge. Responsible for the overall technical review of the project, implementation of the remedial design, and negotiations to stay a portion of the Record of Decision (ROD) for remediation of a former drum reconditioning facility. A USEPA Region IX contractor developed the remedial design for mitigating the presence of VOCs in soil, soil vapor, and groundwater and 1,4-dioxane in groundwater. To mitigate shallow impacts, a high-vacuum extraction system was designed and constructed to extract soil vapor and shallow groundwater. Soil vapor was treated using a C3 cryogenic-compression-condensation system provided by GEO, Inc. prior to receiving polishing treatment and emission to the atmosphere. Groundwater was separated from the extracted vapor and treated using an ozone-hydrogen peroxide advanced oxidation system. Treated groundwater was then discharged in conformance with a permit issued by the County of Los Angeles Sanitation Districts (LACSD). The remediation strategy for the deeper groundwater now varies from the ROD approach of using in situ chemical oxidation at a targeted on-site area, groundwater extraction in a non-focused, offsite area, and construction of an offsite in situ bio-barrier underlying a nearby residential area. As a key member of the technical team, a stay or possible elimination of the in situ chemical oxidation system was negotiated with USEPA on the basis that previous pilot testing did not demonstrate effectiveness of the technology at the site and that the bio-barrier was not needed. Instead, the current deeper groundwater remediation strategy consists of targeted on-site and off-site groundwater extraction to contain and mitigate concentration hot-spots and to reduce overall extraction rates. The proposed program is expected to decrease remediation times by 10 to 15 years at a

**VOC-Affected Soil and Groundwater Remediation**

Project Manager. Responsible for preparing plans, specifications, construction, and operation of two 300 scfm, high vacuum soil vapor extraction (SVE) systems. The high vacuum systems were used to dewater the shallow groundwater zone and then extract soil vapor containing chlorinated solvents. Extracted groundwater and soil vapor were treated using GAC. In conjunction with this project, a pilot study was conducted to evaluate injection of Fenton's Reagent into the vadose and saturated zones was conducted as to assess the feasibility of implementing this remedial option. While some VOC removal was experienced, the level of removal was not sufficient to warrant further application at this site. Finally, as a final polishing step in the site remediation, in situ biological treatment of the residual VOC mass was stimulated using a proprietary substrate solution with the objective of catalyzing the reductive dechlorination of PCE and TCE.

**Wholesale Facility and Fueling Station, Santa Clara, CA**

Responsible for overseeing implementation of remedial measures consisting of biologically active GAC units for treatment of MTBE and TBA in groundwater at a gasoline retail station. His activities included developing and review of design and startup of the treatment system.

**Farm Fueling Facility, Ventura County, CA**

Responsible for overseeing implementation of remediation measures consisting of high vacuum extraction to remove gasoline constituents and MTBE for soil and groundwater at a farm. Activities included implementing remediation system operations consisting of dual-phase extraction, groundwater extraction and treatment, and bioventing, developing groundwater characterization work plans, and negotiations on behalf of the client with the Ventura County Environmental Health Division. The monitoring record and residual soil vapor data were used to demonstrate that the residual VOCs constituted a low risk to human health and groundwater quality. Case closure was granted by Ventura County.

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## Summary

### Years of Experience

40 (31 with Wood)

### Office of Employment

Costa Mesa, California

### Education

Master of Arts, Geology, University of Missouri, Columbia, 1982

Bachelor of Science, Independent Program of Studies - Geologic Engineering, Harvey Mudd College, 1980

### Registrations / Certifications / Licenses

Certified Hydrogeologist, CA, HG106, 1995

Certified Engineering Geologist, CA, EG1277, 1986

Professional Geologist, CA, GEO4087, 1986

### Areas of Expertise

- Site Assessment and Remediation
- Hydrogeology
- Groundwater Resources
- Engineering Geology

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## Professional Summary

Craig Stewart has more than 40 years of professional experience investigating and remediating contaminated soil and groundwater. He has conducted soil and groundwater characterizations, remedial investigations, remedial action planning, and remediation of sites where soils and groundwater were contaminated by fuel hydrocarbons, solvents, metals, oilfield wastes, or pesticides. He has worked on investigations, cleanups, and closures of industrial facilities to support Brownfields redevelopment projects. Craig has conducted and managed large basin-scale groundwater quality projects as well as numerous projects involving investigation, monitoring, or closure of landfills and other waste management or disposal facilities. He has conducted due diligence site assessments for industrial, commercial, agricultural, and undeveloped properties. He has experience working with the United States Environmental Protection Agency (U.S. EPA), Department of Toxic Substances Control (DTSC), Regional Water Quality Control Board (RWQCB), and other state and local regulatory staff on projects that entail complex technical and policy issues, and has provided expert consultant services and trial testimony in regard to the nature, extent, and cause of soil and groundwater contamination and the costs of soil and groundwater remediation.

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## Experience

### Site Investigation/Remediation Planning, Plating Facility, Stanton, CA

Principal-In-Charge. Project involved site characterization, regulatory interaction, and remediation planning for an active plating facility where soil and groundwater had been affected by chromium (VI) Oxide Cr(VI) and chlorinated solvents. Early stages of work involved assisting the client and counsel in negotiating a Consent Agreement with DTSC. Technical work included development of a Current Conditions Report and preparation and implementation of a Facility Investigation (FI) Work Plan. The FI was conducted using a phased approach to optimize data evaluation and decision-making as the work progressed. Results of the FI were compiled and presented in a FI Report and incorporated into a Human Health Risk Assessment (HHRA) that considered current and potential future use of the site. The project also involved evaluation of corrective measure alternatives and identification of a preferred alternative to address impacts of Cr(VI) in soil and groundwater to protect



human health and the environment.

**Engineering Plating, DTSC, Santa Ana, CA**

Project Director. Project involved designing and conducting a remedial investigation, a pilot test for in-situ treatment of groundwater and a pilot test for soil remediation using soil vapor extraction. The project, which was conducted at a former plating facility, was funded through State of California "Orphan Site" project fees because indoor air volatile organic compound (VOC) concentrations presented a potential "Imminent and Substantial Endangerment" to site occupants, and the current site owner did not have the resources to complete site investigation and implement remedial actions (RAs). To alleviate VOCs concentrations in indoor air, two horizontal extraction wells were installed beneath the building foundation to provide subsurface depressurization (SSD) by connection to an SVE system, which uses granular activated carbon (GAC) to treat extracted vapors. Operation of the SSD resulted in lowering indoor air VOC concentrations by one to two orders of magnitude. Using results of bench-scale treatability studies, demonstrated that ISCO using sodium permanganate was appropriate for treatment of high VOC concentrations in groundwater. A feasibility study and remedial action plan (FS/RAP) was prepared using results of the Remedial Investigation (RI) and pilot studies to design and support long-term soil and groundwater remedial efforts. The FS/RAP recommended SVE for VOC-impacted soil and ISCO for VOC-impacted groundwater. Following DTSC approval of the FS/RAP, supplemental investigations and a field-scale pilot study were conducted to provide data for use in design of an In Situ Chemical Oxidation (ISCO) remedy for groundwater. The ISCO pilot study was conducted in accordance with Waste Discharge Requirements issued by the RWQCB. The results of the supplemental investigations and ISCO pilot study were compiled and submitted in a comprehensive report to support design of a full-scale remedy for groundwater.

**Berk Oil and PMC Properties, City of Bell Gardens, CA**

Project Director and Technical Review. Project work has included three significant phases of site characterization and redevelopment planning since 2012. The first two phases of work were conducted in 2012 and 2019 on behalf of the City through grants awarded by DTSC. The third phase of work included a Supplemental Site Assessment (SSA) and HHRA using grant funding provided by the EPA and administered by the National Development Council.

For the 2012 and 2019 phases, work plans were prepared and implemented to characterize soil, soil-gas, and groundwater conditions at the site using innovative tools and techniques. The results of the site characterization were used to assess how site environmental conditions might affect plans for future redevelopment of the site for commercial use. Shallow soils in some portions of the site were found to contain elevated concentrations of lead and/or the semi-volatile organic compound benzo(a)pyrene. The 2019 Site Characterization Report provided recommendations for commercial/industrial reuse on a parcel by parcel basis.

The 2022 SSA and HHRA were conducted to evaluate mixed use redevelopment of the site, including residential development. Soil, soil-gas, and groundwater conditions were evaluated using the innovative tools and techniques applied successfully in 2019. Results of the passive and active soil gas sampling, cone penetration testing, membrane interface hydraulic profile tool direct-read monitoring, and grab groundwater sampling showed relatively low levels of VOC and total petroleum hydrocarbon impacts. To support site redevelopment decisions, the HHRA evaluated both commercial/industrial and residential (mixed) land use and calculated potential health risks posed by chemicals of potential concern at the site. Results of the HHRA indicated that localized cleanup of shallow soils and more widespread mitigation of

potential vapor intrusion from soil gas to indoor air would be required to allow for mixed use site redevelopment.

**Remedial Action Work Plan for Site Redevelopment, New Economics for Women, Los Angeles, CA**

Project Director and Technical Advisor. This project involved development of a remediation approach and preparation of a remedial action work plan (RAW) on behalf of New Economics for Women, a non-profit organization, to support construction of a five-story building that would house a primary healthcare clinic on the lower two floors and affordable housing on the upper floors. To support redevelopment plans, soil remediation is necessary, and the building materials will require proper abatement of hazardous materials before any building renovation or demolition activities occur. The RAW was prepared pursuant to DTSC guidelines and described onsite contamination, removal action goals, details of the preferred and recommended removal actions and necessary guidance (e.g., health and safety plan, quality assurance plan, decontamination plan, dust monitoring and mitigation plan, soil management plan, transportation plan), and implementation cost and schedule. The RAW described appropriate lead-based paint and asbestos-containing materials abatement, excavation and soil management procedures (including hazardous waste controls and air monitoring measures, and installation of a vapor barrier and depressurization system). DTSC approved the RAW, which was completed within the project schedule and authorized budget.

**Kenneth Hahn State Recreational Area, Baldwin Hills, CA**

Technical Advisor. Provided technical review for site investigation and risk management activities related to the redevelopment of a portion of the Inglewood Oil Field into a recreational soccer field complex as part of the Kenneth Hahn State Recreational Area. Project activities included reviewing previous environmental investigation reports and regulatory agency correspondence, performing field activities that included soil gas and soil sampling and analysis, and performing a human health risk evaluation.

**Resource Conservation and Recovery Act Facility Investigation and Corrective Measures Implementation, Inglewood, CA**

Technical Advisor. Work at the site is being conducted under a DTSC Consent Agreement. Soil vapor investigations, groundwater monitoring, and dense non-aqueous phase liquid measurement and removals have been conducted. Perchloroethylene and trichloroethylene and their degradation products are the primary VOCs in the subsurface at this site. An off-site shallow soil vapor survey was conducted to assess potential indoor air impacts related to soil vapor intrusion to nearby residential properties, which was found to not be an issue. Groundwater investigations and monitoring were conducted to evaluate the presence and extent of VOCs in the upper two water-bearing zones and a microcosm bench-scale study was performed to assess the potential for in situ bioremediation of VOC impacted groundwater. Subsequent phases of work included operating an on-site SVE interim measure using GEO's proprietary "C3" technology, hydraulic testing, long-term monitoring of groundwater, and conducting an in situ bioremediation pilot study for impacted groundwater under a site-specific Waste Discharge Permit issued by the RWQCB. A Corrective Measures Study (CMS) was prepared to support selection of methods for remediation of soil and groundwater impacts related to chlorinated solvents. Groundwater modeling was used to support the alternatives analysis for the groundwater remedies. The CMS was approved by DTSC and a Corrective Measures Implementation Workplan is currently being developed.



### Summary

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#### Years of Experience

23 (23 with Wood)

#### Office of Employment

Costa Mesa, California

#### Education

Master of Science - Civil Engineering, Civil Engineering, University of California, Irvine, 2007  
Bachelor of Science, Environmental Engineering, University of California, Irvine, 1999

Bachelor of Science, Biological Sciences, University of California, Irvine, 1999

#### Registrations / Certifications / Licenses

Professional Engineer, Civil, CA 66044, 2004

#### Areas of Expertise

- Remedial Design
- Remedial Implementation
- Site Investigation/Remediation
- Project and Construction Management

### Professional Summary

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Ms. Shiow-Whei Chou has more than 23 years of experience in environmental engineering and consulting. Her expertise includes hazardous waste site investigation and remediation; design, construction, and implementation of innovative remediation technologies; and project management. She has managed or served as a technical lead for projects involving site assessments; feasibility and pilot studies; design, construction, and implementation of various remedial measures; operations, maintenance, and monitoring (OM&M) of soil and groundwater remediation systems; system optimization; regulatory compliance and permitting; and site closures. She has extensive experience working with the California Regional Water Quality Control Boards (RWQCBs), United States Environmental Protection Agency Region IX, the California Department of Toxic Substances Control (DTSC), and other regulatory agencies in California. Shiow-Whei is an experienced project manager with strong skills in client management, regulatory agency and public interaction, project controls, and technical review and delivery.

### Experience

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#### Confidential Superfund Site, Southern California

Project Manager. Responsible for scoping, budgeting, and client and regulatory interactions at a former drum reconditioning facility. The project involved design and implementation of soil and groundwater remedies including a dual-phase extraction system and a groundwater extraction and aboveground advanced oxidation treatment system to remediate soil and groundwater impacted with chlorinated volatile organic compounds (VOCs) and 1,4-dioxane. Pre-construction tasks included site investigations, pilot testing, preparation of remedial planning documents, design drawings and specifications, bidding, permitting and identification of substantive requirements. Construction management tasks included construction oversight, hazardous waste management, regulatory reporting, and schedule and cost control. Operation and maintenance (O&M) of the soil and groundwater remediation systems included preparation of the O&M manual, regulatory compliance, system optimization, performance monitoring, and reporting.

**Confidential Remediation Project, Beaumont, CA**

Project Manager. Managed the permitting, design, and construction of three remedial measures in a remote and biologically sensitive area: soil excavation and ex situ biotreatment for perchlorate; soil excavation and offsite disposal for metals; and construction of a biobarrier to remediate perchlorate in groundwater. The project also included design and implementation of an in situ chemical oxidation pilot test as a contingency measure for 1,4 dioxane in groundwater. As part of the design phase, reviewed the conceptual site model (CSM) focusing on the hydrogeology and fate and transport of perchlorate in groundwater. Based on this review, an additional assessment was conducted to verify the CSM and the conceptual design for the biobarrier. The additional assessment consisted of a seismic refraction survey to assess the approximate depths to bedrock and drilling of boreholes for lithologic assessment, potentiometric data, and collection of discrete-depth groundwater samples for perchlorate analysis. The assessment results supported the CSM, supplemented the basis for the biobarrier and monitoring well network design, and supported the elimination of deeper groundwater monitoring wells.

Also worked with the Santa Ana RWQCB to obtain Waste Discharge Requirements for both the biobarrier system and the ISCO pilot test. OM&M of the biobarrier is ongoing. The project was later expanded to include OM&M of an advanced oxidation process system for remediation of 1,4-dioxane in groundwater at a companion site and groundwater monitoring and reporting for more than 300 wells at both sites. Responsibilities have included client, regulatory, and stakeholder interactions; management of the design, permitting, construction, and OM&M of the remedial measures; management of health and safety and quality control; and schedule and cost control.

**Davis Chemical, DTSC, Los Angeles, CA**

Project Manager. Managed an extended SVE pilot test to address chlorinated VOCs in soil. Optimized the SVE system operation and conducted a rebound test following system shutdown to verify remediation progress. Led the data analysis and submittal of a site closure report and received DTSC concurrence with our recommendations for no further action.

**Site Assessment and Remediation, Fuel Pipeline, Santa Fe Pacific Pipelines Partners, L.P., Norwalk, CA**

Project Manager. Implemented remedial measures for removal of free product and treatment of petroleum hydrocarbon constituents in soil and groundwater at a decommissioned military facility that has been impacted with gasoline, diesel, and jet fuel. Also developed and implemented strategies and work plans for additional site assessments and remediation system optimization. Remedial measures for this site consisted of free-product recovery, groundwater extraction, soil vapor extraction, and phytoremediation. Responsibilities included project management, O&M, performance monitoring, regulatory compliance monitoring, reporting, communicating with client and regulatory agency personnel, and presenting status reports and information at quarterly public meetings.

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## Summary

### Years of Experience

22 (21 with Wood)

### Office of Employment

Costa Mesa, California

### Education

Master of Science, Civil  
Engineering, University of Kentucky,  
Lexington, 2001

Bachelor of Science, Civil  
Engineering, University of Kentucky,  
Lexington, 1999

Master of Fine Arts, Photography  
and Media, California Institute for  
the Arts, 2012

### Registrations / Certifications / Licenses

Professional Engineer, Civil, CA  
65050, 2003

Professional Hydrologist,  
15-H-7011, 2012

### Areas of Expertise

- Civil Engineering
- Environmental Engineering
- Soil and Groundwater Remediation
- Hydrology
- Water Resources Engineering
- Hydraulic Engineering

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## Professional Summary

Daney Saylor has more than 22 years of experience in civil and environmental engineering and consulting. His expertise includes water resources engineering, hydrology and drainage engineering, and soil and groundwater remediation. His project experience includes plans, specifications, and estimates (PS&E) preparation, hydrologic modeling and hydraulic analysis, drainage design, stormwater management, soil and groundwater remediation system design, operation and maintenance of treatment systems, engineering feasibility studies (FSs) preparation, and construction cost estimates.

Daney has engaged in numerous design projects ranging from drafting conceptual designs for FSs to completion of detailed PS&E documents for both private and public clients. He has participated in design projects in various roles and has served as the engineer-of-record on projects. Daney's designs have encompassed water supply, pipelines, drainage infrastructure and Best Management Practices, wastewater treatment, and general site civil engineering.

Daney's areas of expertise include hydrology, drainage, and stormwater management. He has participated in numerous projects in California and Washington involving hydrologic and hydraulic analysis of existing sites, numerical modeling of hydrology and hydraulics, and planning and design of conveyance, treatment, and attenuation systems.

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## Experience

### Remediation System Construction, Confidential Client, Vernon, CA

Engineer-of-Record. The remedial action for this 25-acre, former aluminum manufacturing site, impacted with chlorinated and Stoddard solvents, included soil vapor extraction (SVE) and bioventing to address soil contamination. The site was redeveloped into two properties for industrial use requiring the design of two SVE systems using the existing 58 SVE wells. After review of the developer plans, design plans were prepared that routed the SVE pipelines and appurtenances around the proposed buildings, utilities, and improvements. Worked with the developer's engineers and architect to plan for the various designs to consider and resolve potential conflicts. Prepared cost estimates and completed the plan check process.

**Confidential Remediation Project, Beaumont, CA**

Engineer-of-Record. Prepared design plans, calculations, and specifications for the remedial action for a southern California site. The design for the remedial action addressed perchlorate and metal-impacted soil and perchlorate-impacted groundwater. The remedial action for soil utilized ex situ biotreatment for perchlorate-impacted soil and excavation and off-site disposal for metals-impacted soil. The remedial action for groundwater consisted of the design of a passive, biobarrier trench that intercepted and treated shallow groundwater. The design process included successive submittals, each building on the previous iteration by addressing both the client's technical consultant and oversight agency reviews, comments, and observations. Provided engineering support throughout construction of the remedial action.

**Confidential Superfund Site, Southern California**

Senior Engineer. Prepared construction plans and cost estimates for a groundwater extraction (GWE) system for an industrial Superfund site. The design of the GWE system included extraction wells located on multiple private properties requiring a conveyance pipeline located in the public right-of-way. The design required discussions with and approval from private property owners and the City of South Gate in the development of easements for the system. Directed initial implementation of the Los Angeles County Sanitation District wastewater permit for treated effluent disposal, which included flow meter calibration, discharge testing, and permit reporting. Provided support for troubleshooting and optimizing operations of the dual phase extraction and GWE system.

**Water Supply Well Facilities Design, Glendale Water & Power, Glendale, CA**

Senior Engineer. Prepared PS&Es for: a 3500-foot-long, 8-inch-diameter ductile iron pipeline; a 250 gpm production well; pump facilities; sodium hypochlorite disinfection system; and site improvements (site grading, retaining walls, paving, disinfection system building, drainage infrastructure, and fencing). Coordinated and oversaw production of control system and electrical plans. The pipeline was located in the public right-of-way under Foothill Boulevard and terminated at the connection to the sub-surface concrete reservoir at New York Avenue Park. Provided support during construction by reviewing submittals and replying to requests for information and changes. Assisted the City with well permitting and interactions with the California Department of Public Health.

**Plans and Specifications for Extraction Wells and Pipeline, Confidential Client, North Hollywood, CA**

Engineer-of-Record. The goal of this superfund project was to remediate the groundwater aquifer impacted by chlorinated solvents. The project involved interactions with various stake holders and the Environmental Protection Agency. The scope of work included the production of design documents to progress the design of the remedial action. Led the production of design plans and specifications for a 12,000-foot-long, 14-inch-diameter pipeline and extraction well facility in an urban residential and commercial area. Four extraction wells were designed to produce an overall 2050 gallons per minute of flow to be conveyed to the existing treatment plant. Prepared design reports, schedules, cost estimates, and an operations, maintenance, and monitoring plan. Oversaw the production of a waste disposal plan, permit applications, storm water pollution prevention plan, geotechnical investigation, and utility potholing. The project required multiple field reconnaissance to identify potential extraction well sites in a fully developed neighborhood. Design was an iterative process that considered comments from both the client's technical consultant and regulator.

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## Summary

### Years of Experience

11 (5 with Wood)

### Office of Employment

Oakland, California

### Education

Master of Science,  
Civil/Environmental Engineering,  
Fluid Mechanics/Hydrology,  
Stanford University, 2012

Bachelor of Science, Earth Systems;  
Biology (minor), Stanford  
University, 2010

Coursework, Pollution & Hydrology,  
Princeton Groundwater, Inc., 2013

### Registrations / Certifications / Licenses

Professional Engineer, Civil, CA  
91310, 2020

### Areas of Expertise

- Groundwater, Soil, and Soil Vapor Treatment System Design and Operation
- Environmental Monitoring and Regulatory Compliance

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## Professional Summary

Susan is an environmental professional with experience in environmental remediation, environmental compliance, and civil engineering. Her focus at Wood includes providing support for design, cost estimation, and operations, monitoring, and maintenance work related to groundwater, soil, and soil vapor treatment and containment systems. This includes treatment system scoping and design, ensuring compliance with various environmental permit and other regulatory requirements, and performing spatial and temporal data analysis to evaluate contaminant distribution.

She also has specialized expertise in the investigation and cleanup of contaminated sites and a history of advising clients on environmental compliance, liability, and cost recovery matters. Susan is highly knowledgeable of federal, state, and local environmental regulations, including CERCLA, RCRA, and CWA, as well as hazardous waste, stormwater, and other environmental requirements. She has native fluency in English and Spanish and has experience with the following software applications: Microsoft Office; ArcGIS; EPANET/HEC; AutoCAD; and LCA SimaPro.

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## Experience

### Former Allied Signal Park One Site, Confidential Client, Los Angeles, CA

Task Manager. Design task lead for interim and full-scale groundwater containment system for treating 1,4-dioxane and chlorinated volatile organic compounds through groundwater extraction, treatment through advanced oxidation process and granular activated carbon, and reinjection. Managing design team in preparing interim groundwater containment system design, procurement, permitting, construction, and commissioning. Managed design team in preparing 30% design package and report for a full-scale treatment system. Coordinated field activities for pilot test construction, commissioning, operation, and decommissioning, and developed pilot test completion report.

### Task Manager: Newark, Confidential Client, Newark, CA

Task Manager. Coordinated six consecutive semi-annual soil vapor and ambient air sampling event. Site was subject to post-closure permit, and sampling events were required to adhere to post-closure permit requirements. Sampling events included mobile lab soil vapor sampling onsite and in residential

backyards, and ambient air sampling using 6-L Summa canisters. Following sampling events, responsibilities included analytical data review and analysis as part of semi-annual report preparation.

**Annual Point Cap Inspection, The John Stewart Company, Richmond, CA**

Project Manager. Perform annual cap inspection and prepare inspection report.

**Residential Treatment Systems, Fairchild Airforce Base, Spokane, WA**

Engineering Field Staff. Performed site visits for residential groundwater treatment system design for treatment of per- and polyfluororalkyl (PFAS). Oversaw subcontractors performing field installation of treatment systems. Managed helpline for issues related to treatment system installation and performance, and interim water supply provision.

**North Hollywood Operable Unit, Confidential Client, Los Angeles, CA**

Engineering Professional. Developed design criteria for a 1,000 and 6,000 gallon per minute treatment system. Prepared equipment layouts, pump sizing calculations, and wellhead designs.

**Vapor Mitigation System Plan and Report Development**

Task Manager. Developed or reviewed the Site Management Plan, Institutional Controls Plan, Financial Assurance Plan, and other regulatory documents. Performed and coordinated ambient air sampling using Summa canisters and vent riser sampling using Tedlar bags, including ensuring regulatory compliance for sampling frequency and detections.

**MEW, Confidential Client, Mountain View, CA**

System Engineering Professional. Coordinated weekly inspections, monthly sampling events, and regular maintenance and housekeeping for treatment system including groundwater extraction, advanced oxidation process and air stripper treatment, and discharge to storm drain. Monitored inspection forms and data collected to confirm treatment system operating parameters and compliance. Performed treatment system and well operation troubleshooting. Prepared annual progress report for submittal to the Environmental Protection Agency.

**Treatment System Relocation, Confidential Client, Rancho Cordova, CA**

Responsible for preparing the design of the Southern Groundwater Study Area (SGSA) treatment system relocation. Responsibilities include coordinating access and stakeholder engagement, preliminary design preparation, cost estimation, and regulatory permitting and approvals.

**Superfund Site Focused Feasibility Study, Confidential Client, San Jose, CA**

Technical Manager/Project Engineer. Supported the joint preparation of a focused feasibility study between several stakeholders for the subject Superfund site. Effort includes performing remedial technology scenario cost estimates, coordinating remediation scenario comparative modeling, and collaboratively drafting and reviewing focused feasibility study report components.



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## Summary

### Years of Experience

9 (9 with Wood)

### Office of Employment

Costa Mesa, California

### Education

Master of Science, Earth Science,  
UCSD, 2013

Bachelor of Science, Earth Science,  
UCSD, 2011

### Registrations /

### Certifications / Licenses

Professional Geologist, CA, 9682,  
2019

### Areas of Expertise

- Geology
- Management of Field Sampling and Investigations
- Groundwater Sampling
- Drilling
- Well Installation
- Soil and Groundwater Monitoring Reporting

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## Professional Summary

Mr. Jorge Perez has nine years of experience coordinating and managing groundwater monitoring and sampling programs, supervising drilling for groundwater and soil investigations, and preparing and reviewing investigation reports. He is experienced in supervising field programs and implementing drilling techniques including reverse circulation drilling, mud rotary, sonic, hollow-stem auger, cone penetration testing, and dual tube percussion drilling methods. Jorge is experienced in groundwater well and soil vapor probe installation and sampling. He has supervised the collection of groundwater, soil vapor and soil samples and has utilized various techniques for sampling. Jorge has also coordinated sampling programs for per- and polyfluoroalkyl substances (PFAS) investigations.

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## Experience

### Remediation System Construction, Confidential Client, Vernon, CA

Task Leader. Responsibilities include coordinating with project manager to review general work plans, communicating with the client, maintaining documents, overseeing/coordinating groundwater sampling events, and processing/evaluating chemical data. Groundwater samples are collected using either low-flow pumping methods or no purge sampling (e.g. HydraSleeve®). Supervise the drilling and the installation of monitoring wells to depths of approximately 170 feet to assess groundwater conditions. Discrete groundwater samples are collected using a hydropunch tool and analyzed for volatile organic compounds (VOCs). Well logs were prepared using the Unified Soil Classification System. Update and manage quarterly groundwater sampling and report.

### Industrial Facility, Burbank, CA

Project Manager. Responsibilities include coordinating sampling events with client and groundwater team, evaluating data, updating technical reports, and conducting safety audits. Groundwater samples are collected using dedicated low-flow sampling equipment at an approximate depth of 380 feet below ground surface.

**Port of Los Angeles (POLA) Environmental Site Assessment (ESA) and Restoration Services On-Call Contract**

Field and Task Leader. Provided Phase I/II ESAs and monitoring/ sampling support. Tasks for this on-call contract included budget planning, scheduling subcontractors, coordinating with POLA, overseeing field work (baseline soil and groundwater sampling, and soil excavations), processing and evaluating analytical data, and reporting. The baseline soil and groundwater assessments were conducted using hand auger sampling and direct-push drilling methods for the collection of discrete soil and groundwater. Sample results were compared to industrial regulatory screening levels (RSLs), including waste characterization criteria for metals, to establish baseline conditions and to assess potential future disposal requirements for soil. An additional soil and groundwater investigation was conducted in an area of a former rail line to support redevelopment. At this location, soil removal was performed to address soil results above RSLs.

**Groundwater Monitoring, Southern California**

Task Leader. Responsibilities included coordinating the gauging and sampling of approximately 300 wells, updating, and reviewing technical reports (semi-annual groundwater report, sampling and analysis plans, and health and safety plans), and processing and evaluating analytical data. Groundwater sampling plans are modified yearly to enhance the well networks integrity. Groundwater samples are collected using dedicated and non-dedicated low-flow sampling equipment.

**On-Call Geoenvironmental Services, Groundwater Monitoring and PFAS Investigation, John Wayne Airport, Orange County, CA**

Field Supervisor. Tasks for this on-call contract have included producing environmental baseline assessments of airport and tenant facilities; managing total petroleum hydrocarbon (TPH) free product recovery, groundwater monitoring (PFAS, TPH, and VOCs), and reporting for a former fuel farm facility; and implementing a free product inspection, groundwater monitoring, and reporting program for a new commercial fuel farm facility. Provide oversight for soil and soil vapor probe installation and analysis for various task orders.

**Remedial Design and Treatability Study - Former Wax Paper Manufacturing and Printing Facility, Commerce, CA**

Task Leader. Responsibilities included communicating with overseeing agency, maintaining documents, overseeing and coordinating groundwater sampling events, and evaluating analytical data to maintain the integrity of the well network. Groundwater samples were collected using low-flow pumping methods.



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## Summary

### Years of Experience

24 (23 with Wood)

### Office of Employment

Sacramento, California

### Education

Bachelor of Science, Environmental Toxicology, University of California at Davis, CA, 1999

### Registrations / Certifications / Licenses

CPPS, September 2020

### Areas of Expertise

- Environmental Risk Assessment
- Air Quality
- Proposition 65 Compliance
- Consumer Product Safety

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## Professional Summary

Caryn Kelly has 24 years of experience in toxicology, health risk assessment, and air toxics regulations compliance. By working closely with state and federal regulatory personnel, Caryn has successfully completed these evaluations in compliance with risk assessment methodologies prescribed by the California Environmental Protection Agency (e.g., Department of Toxic Substances Control [DTSC], various Regional Water Quality Control Boards [RWQCBs], and Office of Environmental Health Hazard Assessment [OEHHA]) and the United States Environmental Protection Agency (U.S. EPA). In addition to evaluating environmental remediation-related health risk, she has focused on air quality compliance for the AB2588 program and California Environmental Quality Act (CEQA) compliance. Her technical experience includes data evaluation; exposure assessment; various fate and transport modeling, including vapor intrusion and off-site air dispersion modeling; and report preparation. Her areas of expertise include risk assessments performed for remedial investigations, state and federal superfund health risk assessments, state and municipal Brownfield redevelopment projects, CEQA evaluations, and risk-based support during remedial action plans (RAPs) and feasibility studies (FSs). Caryn also specializes in developing air monitoring plans for use during remedial work and estimating off-site neighborhood impacts to air quality prior to implementation of remedial measures.

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## Experience

### **Vapor Intrusion Investigation and Multiple Human Health Risk Assessment (HHRA), Confidential Client, Southern California**

Senior Associate/Principal Toxicologist. Provided overall review of the development of the risk-based approach to soil gas and indoor air monitoring in multiple off-site residential and commercial areas for a site under RWQCB oversight. Provided oversight of the HHRA development approach. Provided review of multiple HHRAs. Participated in regulatory negotiations with the RWQCB/OEHHA. Participated in public outreach meetings.

### **HHRA, Former Ford Aerospace and Communications Corporation Facility San Juan Capistrano, CA**

Associate/Principal Toxicologist. Provided risk-based strategies and support for several tasks during the Draft Resource Conservation and Recovery Act Facility Investigation. Former

site operations included research, development, assembly, and testing of munitions, including 25 millimeter (mm) and 40 mm ammunition, and components. Both incremental and discrete soil samples were collected to characterize the nature and extent of potential munitions constituents at the three former firing ranges. Developed background threshold values to identify chemicals of potential concern for the human health and ecological risk assessment. Successfully performed the evaluation with minimal comments from DTSC. The HHRA Work Plan successfully streamlined the HHRA process with a complicated conceptual site model (10 exposure areas, five environmental media, and five receptor populations). DTSC approved the work plan in less than two months, allowing quick progression to conducting the HHRA.

**HHRA/Remedial Action Completion Report, Agri-Chemical & Supply, Inc., Oceanside, CA**

A vapor intrusion HHRA was initially prepared based on soil vapor sampling conducted at four shallow soil vapor probes. The indoor air quality assessment was conducted in accordance with the Interim Remedial Action Plan Excavation and Off-Site Disposal of Soil Containing Free Phase Hydrocarbon. Both the HHRA and a Conceptual Site Model report were submitted to the San Diego Department of Environmental Health to support closure of the site. Although the site did not meet all of the required criteria of the State Water Resources Control Board's Low-Threat underground storage tank policy, multiple lines of evidence were used to recommend site closure and that no further action be required.

**HHRA from Construction and Diesel Particulate Matter, City of Santa Monica, Ocean Avenue Project, Santa Monica, CA**

Senior Associate Toxicologist. Provided lead technical oversight in preparation of an HHRA that evaluated off-site health risks from construction-related Toxic Air Contaminant (TAC) emissions created by the redevelopment project. The project was proposed as part of the Ocean Avenue Project Environmental Impact Report project site. The objective of the risk assessment was to evaluate the potential health risks to neighboring commercial and residential building occupants from TAC emissions created during demolition, excavation, and grading. Health risks were compared to CEQA thresholds.

**HHRA, FS and RAP, Demolition and Remediation of a Former Aluminum Manufacturing Facility, Vernon CA**

Associate Toxicologist. Supported an HHRA prepared to assess areas of the site that warranted remediation based on an anticipated future industrial land use scenario. Risk-based remediation goals (RBRGs) were developed for Polychlorinated biphenyls (PCBs), as total Aroclors and as Aroclor 1254, detected in concrete and soil. The RBRGs for PCBs took into considerations not only the Aroclor compounds but also the dioxin-like PCB congeners (congener-specific analysis). Considering the high costs associated with PCB congener-specific analysis, a statistical approach was developed based on the analysis of dioxin-like PCB congeners and Aroclors that was ultimately accepted by U.S. EPA, and the RBRGs for PCBs were approved. This approach allowed for cost-effective decision-making based on total Aroclor concentrations while satisfying U.S. EPA's concerns for the dioxin-like congeners.

Based on the findings of the HHRA, an FS/RAP was prepared pursuant to an Imminent and Substantial Endangerment and Consent Order issued by DTSC, and a PCB Notification Plan (Plan) was prepared pursuant to the Toxic Substances Control Act for the PCB elements of the RAP. The remediation work under the RAP and Plan included 1) removal and off-site disposal of PCB-impacted concrete, 2) off-site disposal of PCB- and arsenic-impacted soils and shallow excavation, 3) design, construction and operation of a soil vapor extraction (SVE) system to mitigate chlorinated volatile organic compound (VOC)-impacted soil, and 4) design, construction, and operation of a bioventing/SVE system to mitigate Stoddard solvent impacted soil.

## Summary

### Years of Experience

39 (16 with Wood)

### Office of Employment

Seattle, Washington

### Education

Master of Science, Forest Resources,  
University of Washington, 1987

Bachelor of Science, Environmental  
Science, Washington State University,  
1982

### Registrations / Certifications / Licenses

Certified Industrial Hygienist, US, 5816

### Areas of Expertise

- Risk Assessor - Health
- Safety/Occupational Health Engineer

## Professional Summary

Tim Reinhardt has more than 39 years of experience as an industrial hygienist/environmental scientist. He has prepared and reviewed hundreds of site-specific health and safety plans (HASPs) for contaminated sites, specifying controls and measurement methods to minimize occupational exposure to hazards during site investigation and remediation. He develops risk-based criteria to protect public health from site cleanup operations, and applies ambient air monitoring methods to demonstrate the effectiveness of emission controls when there are sensitive receptors nearby. His comprehensive knowledge of environmental health and safety (EH&S) regulations and liabilities gained from program development, implementation, technical support and hundreds of environmental, health and safety compliance audits help him anticipate and quickly recognize potential compliance problems.

Tim has in-depth familiarity with EH&S compliance issues at diverse facilities, including government operations, electronics and mechanical fabrication and assembly plants water/wastewater treatment plants, chemical plants, flammable and combustible liquid blending and packaging plants, automotive and truck maintenance, telecommunications, marine terminals and shipyards, aviation facilities, mines and mineral processing facilities, hazardous waste facilities, coal and gas-fired power plants, and natural gas utilities. His experience facilitates timely recognition of compliance problems.

## Experience

### **HASP, Initial Assessment of PFAS Substances at Naval Air Station Lemoore, Naval Facilities Engineering Command Southwest, Lemoore, CA**

Technical Lead. Reviewed potential hazards associated with installation, sampling and abandonment of temporary groundwater monitoring wells, and redevelopment and sampling of existing groundwater monitoring wells. Supervised development of a site HASP to characterize the distribution of Per- and polyfluoroalkyl substances (PFAS) in soils and groundwater. Reviewed Agency for Toxic Substances and Disease Registry draft toxicological profile for PFAS, and adopted the occupational exposure limit for perfluorooctanoic acid from Germany as a representative compound for this class of chemicals. Established work practices and monitoring to verify remedial investigation teams were safe and not overexposed to these chemicals and other site chemicals of potential concern during the site investigation work.

**Phase I Environmental Site Assessment EH&S Compliance Audit, Confidential Commercial Client, Central CA**

Led a comprehensive EH&S compliance audit of an agricultural product research/development lab and seed treatment facility. The audit reviewed the physical plant and operations for opportunities to improve regulatory compliance. Summarized action items needed to achieve compliance with Occupational Safety and Health Administration EH&S regulations and presented results to client management team.

**Job Hazard Analysis/ Injury and Illness Prevention Program (IIPP), Confidential Commercial Client, Stanton, CA**

When requested by legal counsel to review and update the IIPP at a metal finishing facility, a job hazard analysis was developed for diverse site operations, including a chemistry laboratory, anodizing and plating lines, abrasive blasting, and spray coating using materials such as hexavalent chromium [chrome(VI)], cadmium and nickel. After observing operations and controls, occupational exposure assessments were recommended for noise, chrome(VI), nickel and cadmium. The results drove improvements to spray booth, parts abrading, and dip tank facilities to reduce contaminant exposures as much as feasible, and improvements in personal protective equipment to control remaining exposures. Directed testing to demonstrate that occupational noise levels among staff using compressed air for parts cleaning and drying could be reduced below the action level by selecting low-noise air guns and reducing air pressure by a modest percentage. The IIPP was revised to include a hearing conservation program, cadmium compliance program, and controls for chrome(VI), as well as comprehensive revisions to the chemical hazard communication and Proposition 65 notification programs, respiratory protection plan, emergency action plan, and procedures for confined space, fall protection, lockout/tagout, forklift, flammable liquids, electrical safety, radiation safety, personal protective equipment and other health and safety compliance programs. Worked closely to educate staff in safety requirements and procedures and developed a compliance calendar with periodic action items to help the facility achieve regulatory compliance.

**EH&S Compliance Audit, Confidential Commercial Client, Burbank, CA**

Project Manager/Technical Lead. Responsible for several third-party independent reviews more than 15 years of E&HS compliance issues at a high-pressure hydraulic pump and electrical instrumentation production plant for the aerospace industry. Reviewed status of compliance with all applicable regulations and code requirements for topics such as chemical safety, lockout-tagout, confined space entry, fall protection, flammable and combustible liquids storage and handling, compressed gases, personal protective equipment, spray coating operations, occupational noise exposure, and electrical safety. Received subsequent requests to help the facility with specific compliance action items, including occupational exposure assessment and development of energy control procedures.

**Multimedia EH&S Compliance Audit, Confidential Commercial Client, CA**

Lead H&S Auditor. Performed audits for three pharmaceutical manufacturing sites located in southern California for a due diligence pre-acquisition review. Worked under attorney/client privilege as part of an audit team. Wood's Compliance Manager software was used for the audit protocols and to generate reports to help the company evaluate the relative risk related to each audit finding and make corrective action decisions. The audits were conducted to assess the facility's compliance with federal, state, and local environmental requirements. Environmental media covered in the audits included air quality, wastewater/ stormwater, hazardous and solid waste, spill prevention and control, storage tanks, emergency planning and community right-to-know, and toxic substances, as well as specific internal Corporate environmental requirements. Each audit consisted of an opening conference; thorough site walk to observe facility operations and EH&S management procedures; records review; and a closing conference to discuss preliminary findings.

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**Summary****Years of Experience**

20 (18 with Wood)

**Office of Employment**

Costa Mesa, California

**Education**

Master of Science, Civil and  
Environmental Engineering,  
University of New Orleans, 2001

Bachelor of Science, Civil  
Engineering, Osmania University,  
1999

**Registrations /  
Certifications / Licenses**

Professional Engineer, CA, C76447,  
2010

Qualified Industrial Stormwater  
Practitioner (QISP) for the California  
NPDES Industrial General Permit  
2014-0057-DWQ, 2020

**Areas of Expertise**

- Project Management
- Site Investigations  
/Remediation
- VI Assessments
- Groundwater Treatment  
Systems O&M
- Spill Prevention Plans
- Storm Water Compliance

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**Professional Summary**

Mr. Mahesh Mettu has more than 20 years of environmental consulting and project management experience with private and public-sector clients. He currently serves as the Southwest Division Liaison for Amtrak's national account and engages staff across multiple offices and states. He currently oversees and serves as a Project Manager for a site with the California Department of Toxic Substances Control (DTSC) Imminent and Substantial Endangerment Order and refinery groundwater remediation, treatment, and reuse system (GTS) operation & maintenance (O&M) contract.

Mahesh routinely works with office practice leaders to scope, cost, and plan investigation and remediation projects and support environmental compliance tasks. He has experience working with Regional Water Quality Control Board (RWQCB), DTSC, and other agencies and has assisted clients in project planning, implementation, and management of interdisciplinary projects including contaminated site characterizations, vapor intrusion assessments, and environmental site and remediation of sites where soils and groundwater were contaminated with chlorinated solvents and petroleum hydrocarbons. He has written remedial action plans (RAPs), evaluated remediation technologies and provided installation oversight of remedial technologies including, soil vapor extraction (SVE); ex-situ groundwater treatment using air-stripping, biological treatment, and adsorption technologies.

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**Experience****Amtrak National Contract**

Southwest Division Manager. Has been successfully managing the southern California stormwater management services contract and management of ongoing Remedial Action Objectives (RAO) project associated with the Amtrak LA Yard, as well as managing various Amtrak projects from California to Texas. Routinely engages Wood resources across states and offices to support Amtrak business and has successfully expanded Wood's support across northern California.

**Remedial Investigation and Risk Assessment, Amtrak Redondo Junction, Los Angeles, CA**

Project Manager. Project involves ongoing site investigation, risk assessment, and feasibility studies conducted under a DTSC RAO. Supported the project in other roles (project engineer and task leader) during various phases of on-going activities for the site. Performed multiple rounds of site investigation activities at the site, and drafted sections of the remedial investigation (RI) report. Subsequent to completion of the RI, coordinated additional soil vapor investigations to update and draft Human Health Risk Assessment (HHRA).

Led indoor air sampling planning and field activities (Summa canisters and long-term passive samplers (Radiello 130)). Compiled, interpreted, and managed large and complex data sets. Supported business development activities, including proposal preparation, attending business and technical meetings.

**Torrance Refinery Remediation Program, Torrance Refining Company, LLC, Torrance, CA**

Contract Lead/Project Manager. Responsible for providing general consulting and engineering support for the refinery's 1,000-gallons per minute GTS. The GTS is a fixed-bed biological reactor with multimedia filter and liquid granular activated carbon vessels as polishers and the primary role for this contract is to manage and optimize GTS operations and reuse. Routinely oversees subcontractor-led GTS field operations and manages daily operations; reviews process and analytical data for system optimization; and reviews equipment and provided recommendations for spares. Prepares contractor work scopes for maintenance events that involves multiple refinery trades (mechanical, instrumentation, fixed equipment, etc.). Reviews reports prepared by the GTS operating contractor and coordinates the execution of work performed by refinery and 3rd party maintenance trades, including mechanical, electrical, instrumentation and controls, inspections, and supporting contractors. Leads monthly process O&M meetings and reviews safety, maintenance, and reporting metrics for client. Oversees work scope development and coordinates with 3rd party engineering resources for detailed design of GTS upgrades and modifications, including reviews of Issued for Approval, Issued for Construction, and related engineering packages.

**Site Contamination Remediation, Inglewood, CA**

Project Manager/Engineer. Responsible for O&M of a 500 standard cubic feet per minute SVE system for a site impacted with chlorinated hydrocarbons, primarily tetrachloroethylene and trichloroethene.

Supported project during planning, procurement, and installed an SVE unit. Supervised field teams for execution of scopes and coordinated facility management/tenants in efficient operations of the SVE system. Prepared remedial progress reports and project progress presentations to client and Los Angeles RWQCB. Prepared proposal drafts for principal review and attended business and technical meetings.

Performed indoor air evaluation at the site warehouse with office spaces. Coordinated with client and agency in order to perform the investigations. Evaluated data and prepared draft reports for risk assessor and project manager that documented the sampling leading to development of cleanup goals for the site. The SVE system successfully removed significant quantities of volatile organic compounds to below site-specific cleanup goals.

**EXHIBIT “B”  
SUPPLEMENTAL SCOPE OF WORK**





April 1, 2024

Gustavo Romo

Deputy City Manager/ Director of Community Development  
City of Bell Gardens | Community Development Department  
7100 Garfield Avenue, Bell Gardens, California 91504

3560 Hyland Avenue  
Suite 100  
Costa Mesa, CA 92626  
+1 (949) 642-0245

[wsp.com](http://wsp.com)

Re: Budget Increase Request for the Former Berk Oil Facility  
Former Berk Oil, Bell Gardens, California

Dear Mr. Romo,

WSP USA Environment & Infrastructure Inc. (WSP; formally Wood Environment & Infrastructure Solutions, Inc. [Wood]) is submitting this request for additional funds to continue on-going site investigation and remedy planning/implementation oversight at the former Berk Oil site located at 5600-5636 Shull Street in Bell Gardens, California. WSP investigation and remedy planning/implementation activities are being conducted pursuant to requirements of the Los Angeles Regional Water Quality Control Board (RWQCB), which have included (among others) quarterly groundwater and soil vapor monitoring, construction implementation of the Data Gap Assessment and Data Gap Assessment Addendum, and implementation of a soil vapor extraction (SVE). These additional agency requirements were not fully funded in our current contract with the City of Bell Gardens (the City).

### Scope of Services

**Task 1** includes quarterly groundwater and soil vapor monitoring as requested by the RWQCB in a letter to the City dated October 13, 2023. This request included the following scope of services:

- ▶ Conducting four quarterly groundwater and soil vapor monitoring events.
- ▶ Quarterly Sampling events consist of:
  - gauging and sampling 5 existing groundwater monitoring wells.
  - purging and sampling up to 36 soil vapor probes.
- ▶ Preparing four quarterly groundwater and soil vapor monitoring reports. Each report will be finalized and submitted to the RWQCB Geotracker system following your review and approval.

**Task 2** includes implementation of the Data Gap Assessment and Data Gap Assessment Addendum pursuant to the RWQCB request to provide additional information on environmental-related conditions at the site and to support soil and soil vapor remedy of the site.

**Task 3** includes preparing the Cultural Resources summary report.

**Task 4** includes installation and maintenance of a SVE system to remediate impacted soil and soil vapor.



## Budget Increase

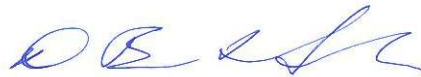
The total budget increase request to complete the tasks identified above is **\$800,000**. WSP will provide the services on a time-and-materials basis pursuant with our existing contract.

We appreciate the opportunity to continue assisting you on this project. If you have any questions, please contact Joseph Bahde at (949) 466-0047 or joseph.bahde@wsp.com.

Sincerely,  
WSP USA Environment & Infrastructure Inc.



Joseph Bahde, PG 7058  
Principal Geologist  
joseph.bahde@wsp.com



D. Bruce Corkle  
Senior Vice President,  
California Business Leader  
bruce.corkle@wsp.com

*The information contained in all pages of this Proposal shall not be used in whole or in part for any purpose other than to evaluate this Proposal. Provided a Contract is awarded to this offer, as a result of or in connection with the submission of such information, Crane Hydro-Aire shall have the right to duplicate, use, or disclose the information to the extent provided in the resulting Contract. This restriction does not limit Crane Hydro-Aire's right to use information contained in this Proposal if it is obtained from another source without restriction. The information subject to this restriction incorporates the entire Proposal.*



**CITY OF BELL GARDENS  
OFFICE OF THE CITY MANAGER**

**AGENDA REPORT**

Item 9.

<b>TO:</b>	Honorable Mayor and City Council Members
<b>FROM:</b>	Michael B. O'Kelly, City Manager
<b>BY:</b>	Gustavo J. Romo, Deputy City Manager/Community Development Director
<b>SUBJECT:</b>	<b>APPROVAL OF A PARTICIPANT AGREEMENT WITH THE COUNTY OF LOS ANGELES FOR THE LOS ANGELES REGION IMAGERY ACQUISITION CONSORTIUM</b>
<b>DATE:</b>	April 8, 2024

**RECOMMENDATION:**

It is staff's recommendation that the City Council:

1. Adopt the attached Resolution (Exhibit 1); and
2. Approve a Participant Agreement with County of Los Angeles (Exhibit 2) for digital mapping services citywide; and
3. Appropriate future appropriations for three annual increments of \$8,546.66 for fiscal years 2025, 2026, and 2027 (for a total of \$25,637.00) to fund participation in the Los Angeles Region – Imagery Acquisition Consortium 7 (LARIAC7); and
4. Find the proposed action exempt from the provisions of the California Environmental Quality Act (CEQA) pursuant to Guidelines Section 15060(c)(3).

**BACKGROUND/DISCUSSION:**

The Los Angeles Region Imagery Acquisition Consortium (LARIAC) was established in 2005 to provide accurate digital imagery and datasets to participants. Of the 88 cities in the County, 52 are LARIAC members; there are also 27 County Departments and 16 local, state, and federal agencies, and seven (7) educational institutions (Exhibit 3).

LARIAC collaboratively acquires valuable digital aerial data, including imagery and elevation data. By leveraging the combined buying power of the member agencies noted above, LARIAC reduces costs, enables participants to acquire more data than would be possible individually, and facilitates the use of consistent and comparable data over time valuable to informed decision making.

LARIAC is in its seventh cycle (LARIAC7) of digital aerial data acquisition and began initial data capture in early 2023 for this current cycle to update elevation data, footprint outlines for structures over 300 square feet, digital terrain, and current parcel information.

On February 15, 2022 (Exhibit 5) communication from the County of Los Angeles' Internal Services Department invited the City of Bell Gardens (City) to join LARIAC7. The need for LARIAC7 participation was established with the City's current development of an electronic permit and land use management system (PLUMS) to streamline customer service.

On May 1, 2023, City staff released a request for proposals (RFP) to seek the services of an experienced professional consultant to provide and implement a fully integrated permit tracking and land use management system

for online application and permit submission and payment of fees for all divisions within the Community Development Department. The proposal submittal deadline was May 31, 2023.

The proposals included managed systems for processing building permits, land use entitlement applications, inspections, plan check services, business licenses, code enforcement case management, and rental unit registry. On October 23, 2023, the City Council authorized use of a California Energy Commission grant, budget appropriation, and a professional services agreement with Online Solutions, LLC (DBA Citizenserve) for PLUMS development and implementation. The system selected requires parcel-based geographic information system (GIS) capabilities for full integration, including an online payment system and compatibility with the City's recently launched mobile online application. LARIAC7 participation would also facilitate field staff to directly access site data and edit permits and inspections electronically. To make full use of the range of benefits the PLUMS project anticipates, access to geographic information systems is necessary.

As presented in the communication to the City, the cost of membership is \$25,637 for three (3) years, at \$8,546 per year.

Budget allocation would need to be made for future fiscal years, with the cost itemized in annual department budgets.

### **ENVIRONMENTAL REVIEW**

Pursuant to the CEQA, Guidelines Section No. 15060(c)(3), this report is categorically exempt as organizational or administrative activities of governments that will not result in direct or indirect physical changes in the environment are exempt from the CEQA since the activity is not defined as a project.

### **CONCLUSION:**

Participation in LARIAC7 would improve the electronic permit and land use management system anticipated to enhance the overall functioning of the City, making it more efficient, transparent, and responsive to the needs of its residents and businesses for effective and efficient delivery of public services. It is recommended that the City Council adopt the attached resolution and approve the Participant Agreement to fund regional cooperation and leverage foundational geographic information assets to develop the Community Development Department's electronic permit tracking and land use management system and to support decision-making, business, and research applications.

Staff recommends adoption of the attached resolution and approval of a Participant Agreement commencing in the 2024-2025 Fiscal Year.

### **FISCAL IMPACT:**

No current impact for this fiscal year. However, approval of the Participant Agreement would require a future appropriation of \$8,546 annually for the next three years for a total of \$25,637.

### **ATTACHMENTS:**

- Exhibit 1 - Resolution No. 2024-18
- Exhibit 2 - Participant Agreement with Attachments
- Exhibit 3 - Member Agencies
- Exhibit 4 - Benefits
- Exhibit 5 - Lettter From LARIAC 7 digitized

**APPROVED ELECTRONICALLY BY:**

Michael B. O'Kelly, City Manager

Stephanie Vasquez, City Attorney and/or Susie Altamirano, Assistant City Attorney

Manuel Carrillo, Director of Finance and Administrative Services

## **RESOLUTION NO. 2024-18**

### **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BELL GARDENS, CALIFORNIA, APPROVING AND AUTHORIZING A PARTICIPANT AGREEMENT BY AND BETWEEN THE CITY OF BELL GARDENS AND THE COUNTY OF LOS ANGELES FOR THE LOS ANGELES REGION IMAGERY ACQUISITION CONSORTIUM (“LARIAC”) PROJECT**

**WHEREAS**, the City of Bell Gardens (“City”) requires digital property imagery and data services to support an electronic permit tracking and land use management system for the Community Development Department; and

**WHEREAS**, the Los Angeles Region Imagery Acquisition Consortium (“LARIAC”) collaboratively acquires valuable digital aerial data, including imagery and elevation data, leveraging the combined buying power of the member agencies to reduce costs and facilitate the use of consistent and comparable data; and

**WHEREAS**, LARIAC is in its seventh cycle (“LARIAC7”) of digital aerial data acquisition; and

**WHEREAS**, LARIAC7 would improve the electronic permit and land use management system anticipated to enhance the overall functioning of the City, making it more efficient, transparent, and responsive to the needs of its residents and businesses for effective and efficient delivery of public services; and

**WHEREAS**, the LARIAC7 cost would be \$8,546 per year for a three-year cycle; and

**WHEREAS**, the City desires to enter into a Participant Agreement with the County of Los Angeles for LARIAC membership.

**NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Bell Gardens as follows:**

**SECTION 1.** The City Council, after consideration of the staff report and evidence presented to the City Council, hereby finds that the above recitals are true and correct and incorporates them herein.

**SECTION 2.** The City Council approves a Participant Agreement with the County of Los Angeles and authorizes and directs the City Manager to execute the LARIAC Participant Agreement, subject to City Attorney approval as to form.

**SECTION 3.** Subject to all applicable laws, the City Council hereby authorizes the City Manager to execute any ancillary documents relating to the Participant Agreement, including any amendments, extensions, and other documents consistent with the Participant Agreement and this Resolution.

**SECTION 4.** The City Clerk shall attest and certify to the passage and adoption of this Resolution, enter it into the book of original Resolutions, and it shall become effective immediately upon its approval.

**PASSED, APPROVED and ADOPTED** this 8<sup>th</sup> day of April 2024.

**THE CITY OF BELL GARDENS**

\_\_\_\_\_  
Jorgel Chavez, Mayor

**APPROVED AS TO FORM:**

**ATTEST:**

\_\_\_\_\_  
Stephanie Vasquez  
City Attorney

\_\_\_\_\_  
Daisy Gomez  
City Clerk

*[Signatures on the following page]*

I, \_\_\_\_\_, City Clerk of the City of Bell Gardens, hereby CERTIFY that **City Council Resolution No. \_\_\_\_\_** was adopted by the Bell Gardens City Council at a regular meeting of the City Council held on \_\_\_\_\_, and was approved and passed by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

2024  
PARTICIPANT AGREEMENT  
(Engagement: Los Angeles Region – Imagery Acquisition Consortium 7 ("LARIAC7")  
Project)  
(Parties: City of Bell Gardens and County of Los Angeles.)

**1. IDENTIFICATION**

THIS PARTICIPANT AGREEMENT ("Agreement") is entered into by and between the City of Bell Gardens ("City"), a California municipal corporation and the County of Los Angeles ("County"), a political subdivision of the State of California. Each individual city, district, educational institution, or agency is referred to herein individually as a "Participating Entity" and collectively as the "Participating Entities." The County and the Participating Entities are hereinafter referred to collectively as the "Parties" and each individually as a "Party".

**2. RECITALS**

**WHEREAS**, County has planned to acquire new digital orthogonal and oblique aerial imagery in the winter of 2023 Project;

**WHEREAS**, County has become aware that various Participating Entities have similar projects currently underway or plans to undertake similar projects in the near future;

**WHEREAS**, in order to avoid the duplication of efforts and costs by the Parties, the Parties desire to pool their resources to collectively undertake the Project; and

**WHEREAS**, the Parties intend to participate in the Project upon the terms and conditions set forth herein below.

**NOW, THEREFORE**, for and in consideration of the mutual covenants and conditions herein contained, City and Consultant agree as follows:

**3. DEFINITIONS**

"Effective Date": Date of when Agreement is fully executed by all Parties.

**4. PURPOSE**

The purpose of this Agreement is to provide a vehicle for the collective participation in the Project by the Parties. The Project shall focus on the acquisition of certain aerial imagery digital data which may include, but are not limited to, products listed in Attachment A ("Digital Data"). It is the intent of the Parties that Digital Data shall be acquired under this Agreement for areas within the County of Los Angeles covered by the jurisdictions of the Parties.

**5. RESPONSIBILITIES OF THE COUNTY**



5.1 Identify and provide specifications for Digital Data (or their derivatives) to the contractors hired to complete the Project.

5.2 Develop all necessary procurement documents for necessary services to be provided by one or more qualified contractors in connection with the acquisition and administration of the Digital Data.

5.3 Select the most qualified contractor or contractors to provide the necessary services in connection with the acquisition and administration of the Digital Data and thereafter, manage the entire acquisition and administration of the Project.

5.4 With the assistance of one or more selected contractors, provide Quality Control ("QC") for all Digital Data delivered under this Agreement.

5.5 Arrange for the delivery of the Digital Data (or portions thereof) to the Participating Entity upon Project completion.

5.6 Provide monthly reports to the Participating Entities on the status of the Project.

## **6. THE PARTICIPATING ENTITY HAS THE RIGHT TO**

6.1 Participate in identifying and providing technical specifications for the Digital Data (or their derivatives).

6.2 Provide currently available geodetic points (with necessary standards and accuracy) for County's QC process.

6.3 Acquire additional digital aerial products from the contractors through this Agreement, provided that a Statement of Work is provided. County assumes no liability for the completion of these products.

## **7. MUTUAL RESPONSIBILITIES; MAXIMUM CONTRIBUTION**

The Parties shall be mutually responsible for the following:

7.1 Financing the acquisition and administration of the Digital Data including, but not limited to, costs related to QC and the subsequent distribution thereof. The total cost of such acquisition and administration (Total Cost) shall be allocated among the Parties and the Participating Entities. The portion of the Total Cost allocated to a Party hereunder shall be hereinafter referred to as the Party's "Maximum Contribution." Each Participating Entity will transfer its Maximum Contribution to a LARIAC account which has been established by the County for this Project (LARIAC Account) and as further described in Paragraph 8 of this Agreement.

**The Maximum Contribution of the Participating Entity shall be \$25,637.**

7.2 In the event the Project is terminated for any reason before the execution of any contract with a contractor for the provision of goods and/or services in connection

with the Project, each Participating Entity shall be refunded its Maximum Contribution (or such portion of the Maximum Contribution as shall have been paid to the County by such Participating Entity) in its entirety.

## **8. PAYMENT OF MAXIMUM CONTRIBUTION; ADMINISTRATION OF LARIAC ACCOUNT**

8.1 A Participating Entity shall have the following options in paying its Maximum Contribution to the County hereunder:

- i. The Participating Entity may elect to pay its Maximum Contribution to County in its entirety upon execution of this Agreement.
- ii. The Participating Entity may elect to pay its Maximum Contribution to County as follows: (a) fifty percent (50%) of the Maximum Contribution upon its execution of this Agreement; and (b) fifty percent (50%) upon delivery of the Digital Data to the Participating Entity.

8.2 The LARIAC Account established by the County in connection with the Project, shall be subject to the following:

- i. All funds held in the LARIAC Account shall be used solely for the payment of contractors selected by County to provide goods and services in connection with the Project.
- ii. Any funds held in the LARIAC Account not expended upon the completion of the Project or the termination of this Agreement shall be held, administered, and returned to Parties based on their prorated contribution to the total costs of the Project.

## **9. GENERAL TERMS AND CONDITIONS**

9.1 This Agreement shall take effect upon execution and shall remain in effect through final delivery of all Digital Data and through the duration of the license use term.

9.2 The term of this Agreement may be extended by an Amendment to this Agreement.

9.3 It is the intention of the Parties that the Participating Entity shall receive, with the delivery of the Digital Data, an unlimited irrevocable perpetual, royalty free license. The license may be used to, modify, edit, reuse, reproduce, translate, create derivatives, compile, other works based upon the Digital Data, and combine the data with other contents selected by the Participating Entity in its own operation, with an unlimited number of seats; including, but not limited to Internet and intranet applications, copying, and printing.

9.4 The Participating Entity shall have the right to transfer, sublicense, and distribute any form of media either now known or hereinafter desired the Digital Data to its subcontractors or consultants on projects which are outsourced from its own operations. In this connection, the Participating Entity shall require each subcontractor or consultant to whom the Digital Data is transferred to execute a written acknowledgment

and agreement to abide by such Participating Entity's license to use the Digital Data. Such acknowledgement and agreement is provided in Attachment B (Los Angeles Regional Imagery Acquisition Consortium (LAR-IAC) 7 Authorized User Confidentiality and Non-Disclosure Agreement).

9.5 Notwithstanding any provision of this Agreement to the contrary, a Participating Entity shall not have the right to sell, resell, or otherwise transfer its license to use the Digital Data to any other person or entity.

9.6 This Agreement may be amended or modified by County only after collaboration and consultation with the Participating Entities.

9.7 Nothing in this Agreement shall be construed to give any person or entity, other than the Parties hereto, any legal or equitable right, remedy, or claim under or in respect to this Agreement or any provision contained herein. This Agreement and the provisions hereof are intended to be and are for the sole and exclusive benefit of the Parties.

9.8 No Party may terminate its participation under this Agreement after the execution of contract(s) for the acquisition of the Digital Data without the prior written consent of County.

9.9 Any other California city, special district, agency, or educational institution may become a Participating Entity under this Agreement if:

- i. Such entity executes this Agreement,
- ii. Such entity makes its Maximum Contribution to County as provided for under this Agreement. Any such contribution shall be deposited into the LARIAC Account and administered in accordance with subparagraph 8.2 of this Agreement.

10.0 This Agreement may be executed in counterparts and the signed counterparts shall constitute a single instrument. The signatories to this Agreement represent that they have the authority to bind their respective party to this Agreement.

**IN WITNESS WHEREOF**, the parties have executed this Participant Agreement for the Los Angeles Region – Imagery Acquisition Consortium 7 Program on the date indicated below.

PARTICIPANT ENTITY  
**City of Bell Gardens**

COUNTY OF LOS ANGELES  
INTERNAL SERVICES DEPARTMENT

By: \_\_\_\_\_  
Michael B. O'Kelly, City Manager

By: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Approved as to form:

By: \_\_\_\_\_  
Stephanie Vasquez, City Attorney

## **DIGITAL DATA**

All data will be acquired in 2023 unless otherwise noted.

### **Orthogonal Imagery**

- 4-band orthogonal imagery (including color infrared) at 4-inch or better resolution in the urban areas, and 9-inch or better in the National Forest.
- Multiple formats (TIFF, JPEG2000, and compressed ECW).

### **Oblique Imagery**

- 3-band color oblique imagery at 4-inch resolution.
- Online hosted access for desktop and mobile devices.

### **Building Outlines**

- Building outlines updated for all buildings over 300 square feet.

### **Digital Terrain Data**

- LIDAR point cloud including all elevation data (QL1 or better).
- Digital Terrain Model (DTM) – bare earth data derived from LIDAR.
- Digital Surface Model (DSM) - building and tree tops derived from LIDAR.
- Digital Elevation Model (DEM) – bare earth data optimized for processing.
- 1-foot contours for urban areas, and 2-feet contours for the National Forest.

### **Additional Data Product(s) as Feasible**

- Additional high resolution image acquisitions throughout the three-year cycle.
- Normalized Difference Vegetation Index (NDVI).
- Solar Model.
- Raster Tree Canopy Model.
- Raster Building data Model.
- Hillshade.
- Slope.
- Raster Height Model.
- 3D mesh.
- Street-level imagery and derived products.
- Other additional derived GIS data products.

**LOS ANGELES REGIONAL  
IMAGERY ACQUISITION CONSORTIUM (LAR-IAC) 4, LAR-IAC5, LAR-IAC6, LAR-IAC7  
AUTHORIZED USER  
CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT (NDA)**

1. Pictometry International Corp., a Delaware company with offices at 25 Methodist Hill Drive, Rochester, NY 14623 ("Pictometry"), and the County of Los Angeles ("County") have entered into that certain agreement dated December 3, 2013 as amended from time to time ("Agreement") for delivery of licensed digital mapping data and software ("Licensed Products") to the County. Under the Agreement, certain governmental entities ("Authorized Entities"), including County Departments and non-County Authorized Participants, which participate in the LAR-IAC may be granted copies of or otherwise provided access to the Licensed Products through a Participant Agreement.
2. Pursuant to Paragraph 11.2 (Authorized Users) of the Agreement, Licensed Products may only be accessed or otherwise used by an Authorized User, which includes any contractor or consultant of an Authorized Entity using the Licensed Products either at the facilities of such Authorized Entity or for any Project (as defined below) of such Authorized Entity.
3. The undersigned is an Authorized User of an Authorized Entity under the Agreement and desires to use the Licensed Products solely for internal, noncommercial use and for purposes no greater than reasonably needed to achieve the objectives of an actual project undertaken in connection with the relationship with the Authorized Entity ("Project").
4. The undersigned Authorized User understands and agrees that the Licensed Products contain proprietary, trade secret and/or confidential information ("Confidential Information") of Pictometry. Therefore, by signing this Authorized User Confidentiality and Non-Disclosure Agreement ("NDA"), the Authorized User agrees to use the Licensed Products solely for the Project, which is a nonexclusive, nontransferable and non-assignable right, from the effective date of this NDA until the expiration or termination of the Project for which the undersigned Authorized User was engaged by the particular Authorized Entity.
5. Pictometry and the County acknowledge that the Agreement and certain information and documentation (collectively, "Records") may be subject to public record requests (e.g., California Public Record Act Request or Freedom of Information Act Request) or other compelled legal disclosure requests (e.g., a subpoena or warrant) (collectively, "Compelled Disclosure Requests"). Should the Authorized Entity reasonably believe that Records, in whole or in part, are subject to production via a valid, properly submitted Compelled Disclosure Request, the Authorized Entity will promptly notify County and Pictometry of such request providing five (5) days advance notice prior to producing any of the requested Records. Pictometry explicitly reserves the right to object to any such production and to pursue any and all remedies it has in both law and in equity to prevent the release of such Records. The Authorized User and the Authorized Entity, at Pictometry's expense, shall reasonably cooperate with Pictometry in connection with the foregoing.
6. The undersigned Authorized User agrees to protect and maintain any Confidential Information the Authorized User is given access to under this NDA using at least the same protections and to the same extent the Authorized Entity uses to protect and maintain its own confidential information of a similar nature.
7. To the extent any Confidential Information that is not in the public domain is revealed through the operation or other use of the Licensed Products, the Authorized User agrees that it will not make use of, disseminate or in any way disclose such Confidential Information without the County's prior written consent, which County may first need to obtain from Pictometry.

IN WITNESS WHEREOF, the undersigned Authorized User, by his/her authorized signature, agrees to all terms and conditions of this NDA as of the date set forth below.

**AUTHORIZED USER:**

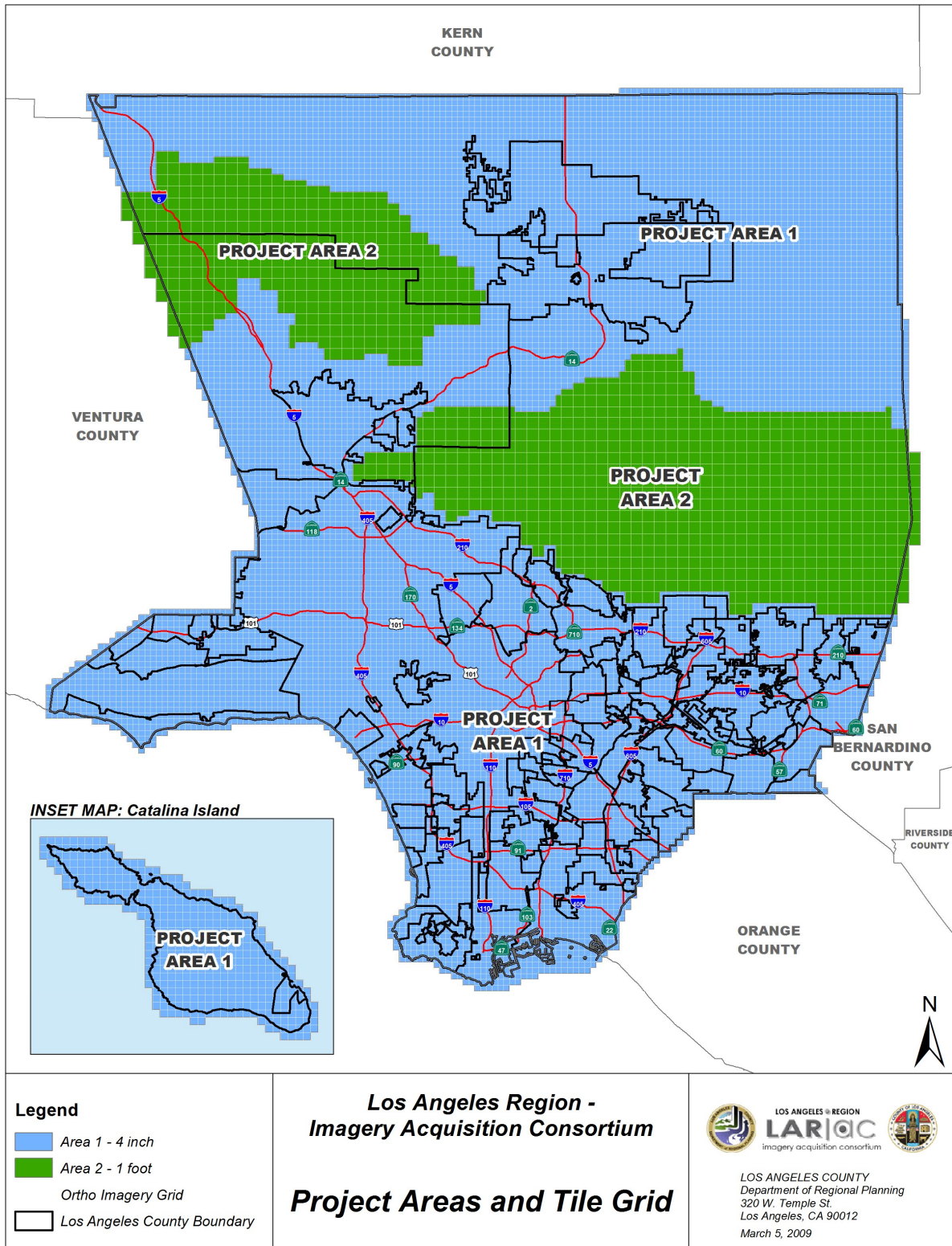
Signature: _____	Address: _____
Name: _____	_____
Organization: _____	City/Zip: _____
Date: _____	Phone: _____

**AUTHORIZED BY:**

Signature: _____	Date: _____
Name: _____	Authorized Entity: _____
Title: _____	County’s Project Director: _____

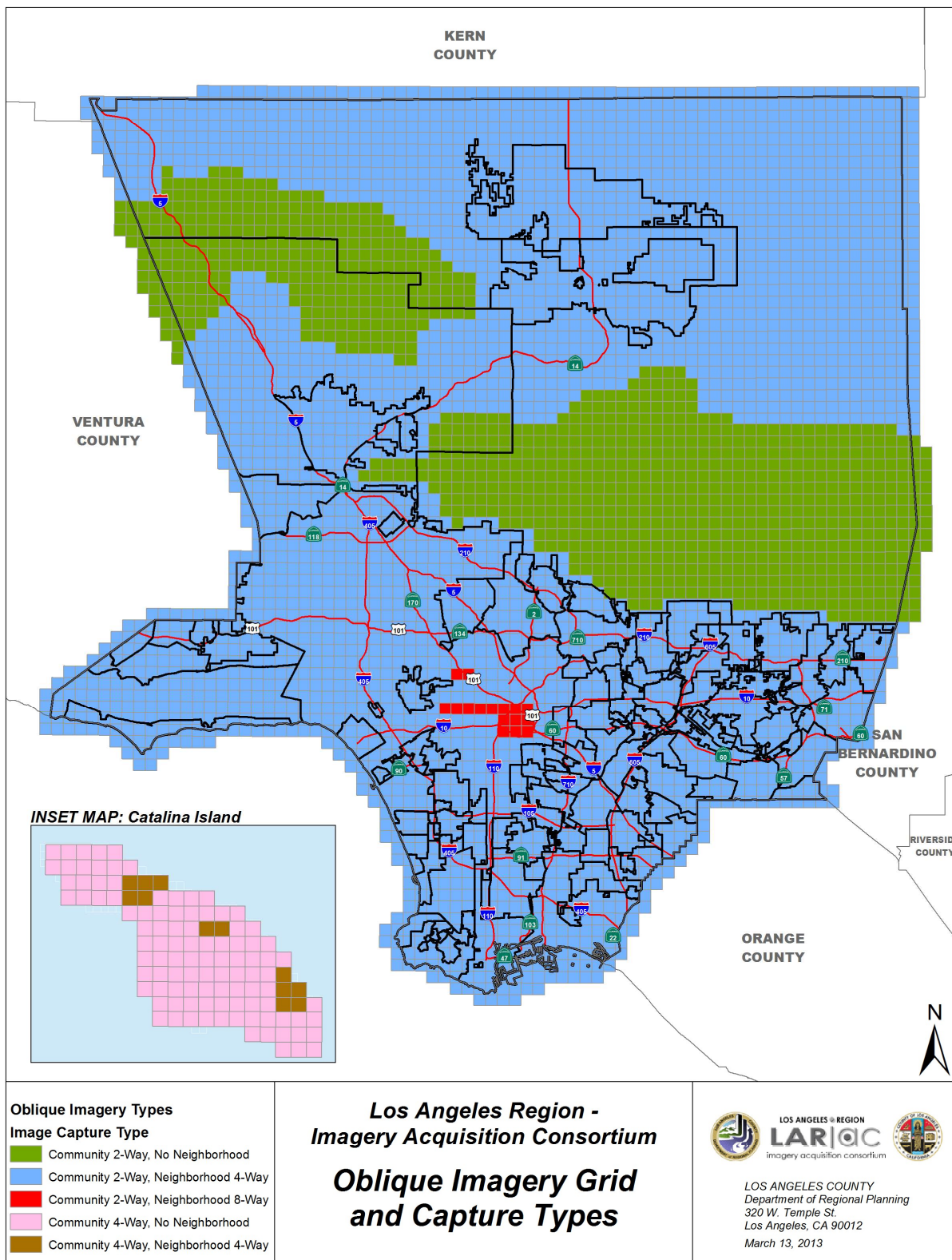
**Note:** Submit completed form and a copy of the contract between the Authorized Entity and the Authorized User that details the “Project” to Dr. Steven Steinberg, LARIAC Project Director, at [SSteinberg@isd.lacounty.gov](mailto:SSteinberg@isd.lacounty.gov) and Cc’ An Dang, LARIAC Project Manager, at [adang@isd.lacounty.gov](mailto:adang@isd.lacounty.gov) for review and approval.

**Map 1: Areas for Orthogonal Imagery Products**





**Map 2: Areas for Oblique Imagery Products**





# EXHIBIT 3

## MEMBER AGENCIES

### LARIAC PARTICIPANTS

	LARIAC1	LARIAC2	LARIAC3	LARIAC4	LARIAC5	LARIAC6
<i>Cities</i>						
City of Agoura Hills	X		X		X	
City of Arcadia				X	X	X
City of Azusa	X	X		X	X	X
City of Bellflower			X			
City of Beverly Hills	X	X	X	X	X	X
City of Burbank	X	X	X	X	X	X
City of Carson	X	X	X	X	X	
City of Cerritos	X	X		X		X
City of Claremont		X	X	X	X	X
City of Covina	X	X		X		
City of Culver City	X	X	X	X	X	X
City of Diamond Bar	X	X				
City of Downey	X		X	X	X	X
City of Duarte				X		
City of El Monte				X		
City of El Segundo	X	X	X	X	X	X
City of Gardena				X	X	
City of Glendale	X	X	X	X	X	X
City of Hermosa Beach	X	X	X	X	X	X
City of Industry	X	X	X	X	X	X
City of Inglewood	X	X	X	X	X	X
City of Irwindale	X	X				
City of La Canada Flintridge	X	X	X	X	X	X
City of La Habra Heights	X	X				
City of Lakewood	X	X	X	X	X	X
City of Lancaster	X					X
City of Long Beach	X		X	X		
City of Los Angeles	X	X	X	X	X	X
City of Malibu				X	X	
City of Manhattan Beach	X	X	X	X	X	X
City of Monrovia	X					
City of Monterey Park	X	X		X		
City of Norwalk				X		
City of Palmdale	X					
City of Palos Verdes Estates					X	X
City of Pasadena	X	X	X	X	X	X
City of Pico Rivera						X
City of Rancho Palos Verdes				X	X	X
City of Redondo Beach	X	X		X	X	X
City of San Dimas			X	X	X	X
City of San Fernando					X	X
City of Santa Clarita	X	X	X	X	X	X
City of Santa Fe Springs	X		X		X	X
City of Santa Monica	X	X	X	X	X	X

# EXHIBIT 3

## MEMBER AGENCIES

City of Signal Hill				X	X	X
City of South El Monte	X	X				
City of South Pasadena			X			
City of Temple City					X	X
City of Torrance	X	X	X	X	X	X
City of West Covina					X	
City of West Hollywood				X	X	X
City of Westlake Village	X			X	X	
City of Whittier	X	X	X	X	X	X
<b>County Departments</b>						
Agricultural Commission/Weights and Measures	X	X	X	X	X	X
Animal Care & Control		X	X	X	X	X
Arts Commission					X	X
Assessor	X	X	X	X	X	X
Auditor Controller					X	X
Beaches & Harbors	X	X	X	X	X	X
Board of Supervisors Executive Office					X	X
Chief Executive Office/Office of Emergency Management	X	X	X	X	X	X
Child Support Services					X	X
Children & Family Services		X	X	X	X	X
Consumer Affairs					X	X
Coroner					X	X
Fire		X	X	X	X	X
Health Services	X	X	X	X	X	X
Internal Services Department	X	X	X	X	X	X
Library		X	X	X	X	X
Mental Health		X	X	X	X	X
Parks & Recreation	X	X	X	X	X	X
Probation		X	X	X	X	X
Public Health	X	X	X	X	X	X
Public Social Services		X	X	X	X	X
Public Works	X	X	X	X	X	X
Regional Planning	X	X	X	X	X	X
Registrar-Recorder/County Clerk	X	X	X	X	X	X
Sheriff		X	X	X	X	X
Treasurer and Tax Collector					X	X
Workforce, Development, Aging, and Community Services		X	X	X	X	X
<b>Local, State, and Federal Agencies</b>						
Alameda Corridor Transportation Authority		X				
Amigos de Los Rios			X			
California Department of Transportation	X				X	X
Catalina Island Conservancy	X	X	X	X	X	X
Los Angeles Air Force Base			X	X		
Los Angeles County Metropolitan Transit Authority (MTA)				X	X	
Los Angeles County Sanitation District No. 2	X		X	X	X	X

# EXHIBIT 3

## MEMBER AGENCIES

Los Angeles Region Gang Information Network (LARGIN)	X	X				
Port of Los Angeles	X	X	X	X	X	X
Port of Long Beach					X	X
Santa Catalina Island Conservancy	X	X	X	X		
Santa Clarita Valley Water Agency					X	X
Southern California Association of Governments						X
Southern California Edison (Catalina Island)					X	X
US Geological Survey		X	X	X		
US National Guard			X	X		
Water Replenishment District of Southern California				X	X	X
<i>Educational Institutions</i>						
Palos Verdes on the NET			X			
California State University, Channel Islands						X
California State Polytechnical University, Pomona				X	X	
California State University, Long Beach	X	X	X	X	X	X
California State University, Los Angeles		X				
California State University, Northridge						X
Claremont University Consortium				X		
Rio Hondo Community College				X		
Loyola Marymount University				X		
University of Southern California	X	X	X			
University of California at Los Angeles	X	X	X		X	X



# EXHIBIT 4

## Benefits

### DIGITAL AERIAL IMAGERY AND ELEVATION BENEFITS

Digital aerial imagery and elevation data provide valuable support for decision making within agencies, as well as cost savings for operations. High quality image data enables staff to make virtual site visits that improves and may replace field work, reducing information collection costs. Some examples include:

- **Public Safety:** Fire and Police personnel can plan for and “see” the location of incidents and addresses, improving dispatch, crime analysis, incident response, and officer safety.
- **Public Works:** Reduces the need for field visits, supports traffic and pavement management, storm drain and flood protection, and enhances project planning and infrastructure management.
- **Planning:** Improves code enforcement, site plan review, and understanding impacts of new projects.
- **Economic Development:** Improves outreach to businesses by providing detailed site information for potential developments and surrounding areas.
- **Disaster Planning and Response:** Improves planning and response before, during, and after disasters, providing a foundation for a Common Operating Picture.
- **Community Outreach:** Improves communication with residents by providing a picture of the area of discussion, increasing citizen engagement.
- **Operational Efficiency:** A consistent view of a city or agency supports collaboration, integration, and efficiency to lower operational costs.

### LARIAC BENEFITS

High resolution data provided through LARIAC data offers key benefits when compared to aerial imagery from online providers (“free mapping websites” like Google or Bing), and off-the-shelf vendors. These include:

- Enhanced resolution (4-inch rather than 1-foot) shows greater detail and provides more information (you can see manhole covers and road striping);
- Unparalleled accuracy (+/- 2-feet accuracy) ensures information captured from the imagery is in the right location, supporting facilities management, planning, and operations;
- Breadth of products (orthogonal and oblique imagery, building footprints, and elevation data) to support of city or agency’s business needs;
- Multiple access methods, including desktop, handheld, and mobile, as well as local and remotely hosted solutions to eliminate agency hardware and software costs;
- Variety of formats and compressed formats to enable use within existing applications in the field;
- Access to historical data from previous LARIAC image acquisitions to assess change over time; and
- Complete control of LARIAC data products, including availability for use by your contractors. LARIAC participation allows for data use and deployment across your entire agency in all applications, from planning to emergency services to public works.

One of the key benefits of LARIAC is cost sharing, provides members a suite of high quality deliverables at lower cost per member as more cities and agencies participate. Cost savings are passed back to participants in the form of additional data products, more frequent image capture and maintaining the price point over time.

To date, 102 cities, County departments, agencies, and educational institutions have benefited from these cost savings. These entities are listed in Attachment I. We invite you to contact these participants to learn more about their use and benefit from the LARIAC.

# EXHIBIT 4

## Benefits

### LARIAC7 PRODUCT LIST

#### **Orthogonal Imagery**

- 4-band orthogonal imagery (including color infrared) at 4-inch or better resolution in the urban areas, and 9-inch or better in the National Forest.
- Multiple formats (TIFF, JPEG2000, and compressed ECW).

#### **Oblique Imagery**

- 3-band color oblique imagery at 4-inch resolution.
- Online hosted access for desktop and mobile devices.

#### **Building Outlines**

- Building outlines updated for all buildings over 300 square feet.

#### **Digital Terrain Data**

- LIDAR point cloud including all elevation data (QL1 or better).
- Digital Terrain Model (DTM) – bare earth data derived from LIDAR.
- Digital Surface Model (DSM) - building and tree tops derived from LIDAR.
- Digital Elevation Model (DEM) – bare earth data optimized for processing.
- 1-foot contours for urban areas, and 2-feet contours for the National Forest.

#### **Additional Data Product(s) as Feasible**

- Additional high resolution image acquisitions throughout the three-year cycle.
- Normalized Difference Vegetation Index (NDVI).
- Solar Model.
- Raster Tree Canopy Model.
- Raster Building data Model.
- Hillshade.
- Slope.
- Raster Height Model.
- 3D mesh.
- Street-level imagery and derived products.
- Other additional derived GIS data products.

#### **Hosted Solution**

- EagleView CONNECT Explorer and CONNECT Products (e.g. EagleView for ESRI Web AppBuilder, Integrated Pictometry Application).
- Image services provided as WMS, WMTS, TMS, and Esri REST.

#### **GIS Viewer Access**

- Enhanced access to the LARIAC data, current parcel information, other County GIS data, and mapping and GIS tools through the County's GIS Viewer.





SELWYN HOLLINS  
Director

## County of Los Angeles INTERNAL SERVICES DEPARTMENT

9150 Imperial Hwy.  
Downey, California 90242

Telephone: (323) 267-2103  
FAX: (323) 264-7135

*"To enrich lives through effective and caring service"*

February 15, 2022

Michael B. O'Kelly  
City Manager  
City of Bell Gardens

Dear Michael B. O'Kelly,

### **LOS ANGELES REGION IMAGERY ACQUISITION CONSORTIUM (LARIAC7)**

Established in 2005, the Los Angeles Region Imagery Acquisition Consortium (LARIAC) has delivered highly accurate digital aerial imagery and elevation datasets to participants at substantial cost savings and has become a national model for collaborative data acquisition. LARIAC participants have included 52 cities, 27 County departments, 16 local, state, and federal agencies, and seven educational institutions.

To ensure the currency of the aerial imagery, we are working with consortia members to plan and initiate the next LARIAC cycle - **LARIAC7**. This document describes LARIAC, highlights its benefits, provides a status update, and discusses the proposed scope, schedule, and cost. Your total portion of the cost of LARIAC7 will be **\$25,637**.

To conserve paper, we will also E-mail a digital copy of this letter and Participant Agreement to current LARIAC participants. These participants are listed on Attachment I. Payments are traditionally invoiced in two equal installments in year one (Spring 2023) and two (Spring 2024) of the cycle.

### **LARIAC BACKGROUND**

LARIAC is a consortium of the County of Los Angeles, in partnership with cities and agencies, which collaboratively acquires valuable digital aerial data, including imagery and elevation data. Leveraging the combined buying power of the member agencies, LARIAC reduces costs, enabled participants to acquire more data than would be possible individually and provides consistent and comparable data over time.

The LARIAC Website (<https://lariac-lacounty.hub.arcgis.com/>) provides comprehensive information about the project, including detailed data descriptions and samples, product guides, documentation, and agreements.

## **LARIAC7**

LARIAC is in its seventh cycle (LARIAC7) of digital aerial data acquisition, scheduled to begin initial data capture in early 2023 with delivery by December 2023. Attachment II shows various LARIAC data acquisitions.

LARIAC7 will update its highly accurate orthogonal and oblique imagery with color infrared, as well as derived data including building outlines. LiDAR-based elevation data and derived products, last acquired in 2016 as part of LARIAC4, will also be included in LARIAC7. The benefits of LARIAC program and its products are listed on Attachment III.

Additional products will be finalized in the coming months. These may include additional high resolution image acquisitions throughout the three-year cycle, 3D mesh, additional derived GIS data products and/or street-level imagery and derived products. Additional details on LARIAC7 product list can be found in Attachment IV.

## **LARIAC7 PARTICIPATION**

We look forward to your participation in LARIAC7. If your organization would like to join LARIAC7, please complete, sign, and return the attached "Letter of Intent" on your business letterhead. We recognize this Letter of Intent may be subject to final approval by your City Council or authorizing Board of Directors. We would appreciate receiving your letter of intent by April 15, 2022.

When available, please confirm your city/agency's commitment to participating in funding LARIAC7, please complete and return the attached "Participant Agreement," authorizing the County to invoice your city/agency for the initial payment, which will be one half of the total amount.

Please return either the signed "Letter of Intent" or "Participant Agreement" as a digitally signed document via email (preferred) to Steve Steinberg [ssteinberg@isd.lacounty.gov](mailto:ssteinberg@isd.lacounty.gov) and An Dang [adang@isd.lacounty.gov](mailto:adang@isd.lacounty.gov) or in hard copy by mail to

Attention: Steven Steinberg  
County of Los Angeles  
Internal Services Department  
Mailstop #3  
9150 Imperial Highway  
Downey, CA 90242

If you have any questions, please contact one of us below:

LARIAC Project Director  
Steven Steinberg  
(562) 392-7126  
[ssteinberg@isd.lacounty.gov](mailto:ssteinberg@isd.lacounty.gov)

LARIAC Project Manager  
An Dang  
(562) 955-3916  
[adang@isd.lacounty.gov](mailto:adang@isd.lacounty.gov)

Sincerely,



Steven J. Steinberg, Ph.D., MPA, GISP  
Geographic Information Officer (GIO)  
County of Los Angeles

Attachments (6)





**CITY OF BELL GARDENS  
OFFICE OF THE CITY MANAGER**

**AGENDA REPORT**

Item 10.

<b>TO:</b>	Honorable Mayor and City Council Members
<b>FROM:</b>	Michael B. O'Kelly, City Manager
<b>BY:</b>	Hailes H. Soto, Assistant to the City Manager
<b>SUBJECT:</b>	<b>CONSIDERATION OF APPROVAL OF A RESOLUTION EXTENDING AN AMENDMENT TO THE GROSS REVENUE LICENSE FEE IMPOSED ON PARKWEST BICYCLE CASINO</b>
<b>DATE:</b>	April 8, 2024

**RECOMMENDATION:**

It is staff's recommendation that the City Council adopt the attached Resolution extending an amendment to the gross revenue license fee imposed on Parkwest Bicycle Casino for a limited time period ending on July 31, 2024.

**BACKGROUND/DISCUSSION:**

Parkwest Bicycle Casino ("Bicycle Casino") is a gaming establishment that operates in the City of Bell Gardens ("City") pursuant to the Bell Gardens Municipal Code ("BGMC") Chapter 5.25 ("Gaming Ordinance") and applicable state law. On March 29, 2022, the City Council of the City of Bell Gardens adopted Resolution No. 2022-26 approving a transaction involving the sale and purchase of the gambling operations and related assets of the Bicycle Casino by Parkwest Bicycle Casino LLC ("Parkwest") and issuance of a new card club license to Parkwest.

Pursuant to BGMC Section 5.25.120, Parkwest pays the City a monthly gross revenue license fee derived from Bicycle Casino gaming operations in lieu of any other gross receipts tax imposed by the City. License fees received from the Bicycle Casino are a major source of revenues to the City's general fund and enable the City to support a variety of programs including public safety and recreation programs. Since assuming ownership in March 2022, Parkwest has enacted various changes that have improved operations and increased gaming activity at the Bicycle Casino. Beginning as of August 2022, Parkwest has invested post tax revenue to incentivize additional gaming by implementing Bonus Chip Promotion and Player Reward Points ("Incentives Program"). The Incentives Program has been mutually beneficial to the City and the Bicycle Casino because it has increased gross revenues from gaming operations, which has the effect of increasing license fee revenues for the City.

The City Council may amend, alter, increase, or decrease the prescribed gross revenue license fee by resolution pursuant to BGMC Section 5.25.120.D. On March 13, 2023, the City Council of the City of Bell Gardens adopted Resolution No. 2023-16 approving a temporary amendment to the gross revenue license fee imposed on Parkwest for the period commencing August 1, 2022, and ending December 31, 2023. On December 11, 2023, the City Council adopted Resolution No. 2023-113 extending the temporary amendment to the gross revenue license fee through April 30, 2024.

The City and Parkwest desire to amend the City's Gaming Ordinance to codify the change to the gross revenue license fee prescribed in BGMC Section 5.25.120.A by allowing the reduction of post-tax amounts invested by an operator/license holder in an Incentives Program from monthly gross revenues used to calculate the monthly license fee. The City has conducted a review of the financial impact of the proposed reduction and has determined that the

amended fee would serve the City's interests by encouraging continued investments in the Bicycle Casino that will, in turn, generate greater revenues for the City.

Pursuant to the Gambling Control Act, any amendment to the City's Gaming Ordinance requires review by the State of California Bureau of Gambling Control ("Bureau").

On January 5, 2024, the City submitted the proposed changes to the Gaming Ordinance to the Bureau for review and comment pursuant to Business and Professions Code section 19961.1. On February 13, 2024, the City received a letter from the Bureau indicating that the proposed amendments appear compliant with the Gambling Control Act

To allow sufficient time for consideration by the City Council of an ordinance to codify the proposed changes, it is necessary to further extend the temporary amendment to the gross revenue license fee through July 31, 2024.

Upon adoption of an Ordinance codifying changes to the gross revenue license fee, the Resolution will have no further force and effect as of the effective date of said Ordinance.

**CONCLUSION:**

The City desires to support initiatives that help maintain successful business operations, strengthen the local economy and enhance the overall quality of life for City residents. The Incentives Program has been mutually beneficial to the City and Parkwest because it has increased gross revenues from gaming operations, which has the effect of increasing license fee revenues for the City.

**FISCAL IMPACT:**

License fee revenues have increased since August 2022 due to the Incentives Program successfully implemented at Parkwest Bicycle Casino. The cardroom gross revenue basis used for calculating license fee revenue will be reduced by an amount equal to the cost of the Incentives Program.

These programs and this reduction in cardroom gross revenue basis have resulted in a continued net increase in the City's license fee revenues. It is anticipated that these programs and this reduction in cardroom gross revenue basis will result in a continued net increase in the City's license fee revenues.

**ATTACHMENTS:**

Exhibit 1 - Resolution No. 2024-19

**APPROVED ELECTRONICALLY BY:**

Michael B. O'Kelly, City Manager

Stephanie Vasquez, City Attorney and/or Susie Altamirano, Assistant City Attorney

Manuel Carrillo, Director of Finance and Administrative Services

## **RESOLUTION NO. 2024-19**

### **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BELL GARDENS, CALIFORNIA, APPROVING A SECOND EXTENSION TO THE AMENDMENT TO THE GROSS REVENUE LICENSE FEE IMPOSED ON PARKWEST BICYCLE CASINO**

**WHEREAS**, Parkwest Bicycle Casino, formerly Bicycle Hotel & Casino, (“Bicycle Casino”) is a gaming establishment that operates in the City of Bell Gardens (“City”) pursuant to the Bell Gardens Municipal Code (“BGMC”) Chapter 5.25 (the “Gaming Ordinance”) and applicable state law; and

**WHEREAS**, on March 29, 2022, the City Council of the City of Bell Gardens (“City Council”) adopted Resolution No. 2022-26 approving a transaction involving the sale and purchase of the gambling operations and related assets of the Bicycle Casino by Parkwest Bicycle Casino LLC (“Licensee”) and issuance of a new card club license to Licensee; and

**WHEREAS**, pursuant to BGMC Section 5.25.120, Licensee pays the City a monthly gross revenue license fee derived from Bicycle Casino gaming operations in lieu of any other gross receipts tax imposed by the City; and

**WHEREAS**, license fees received from the Bicycle Casino are a major source of revenues to the City’s general fund and enable the City to support a variety of programs including public safety and recreation programs; and

**WHEREAS**, since assuming ownership in March 2022, Licensee has enacted various changes that have improved operations and increased gaming activity at the Bicycle Casino; and

**WHEREAS**, beginning as of August 2022, Licensee has invested post tax revenue to incentivize additional gaming by implementing Bonus Chip Promotion and Player Reward Points (“Incentives Program”); and

**WHEREAS**, the Incentives Program has been mutually beneficial to the City and Bicycle Casino because it has increased gross revenues from gaming operations, which has the effect of increasing net license fee revenues for the City; and

**WHEREAS**, the City desires to support initiatives that maintain successful operations, strengthen the local economy and enhance the overall quality of life for City residents; and

**WHEREAS**, the City Council may amend, alter, increase, or decrease the prescribed gross revenue license fee by resolution pursuant to BGMC Section 5.25.120.D; and

**WHEREAS**, on March 13, 2023, the City Council of the City of Bell Gardens adopted Resolution No. 2023-16 approving a temporary amendment to the gross revenue license fee imposed on Licensee for the period commencing August 1, 2022, and ending December 31, 2023; and

**WHEREAS**, on December 11, 2023, the City Council adopted Resolution No. 2023-113 extending the temporary amendment to the gross revenue license fee through April 30, 2024; and

**WHEREAS**, the City and Licensee desire to amend the City's Gaming Ordinance to codify the change to the gross revenue license fee; and

**WHEREAS**, pursuant to the Gambling Control Act, any amendment to the City's Gaming Ordinance requires review by the State of California Bureau of Gambling Control ("Bureau"); and

**WHEREAS**, on January 5, 2024, the City submitted the proposed changes to the Gaming Ordinance to the Bureau for review and comment pursuant to Business and Professions Code section 19961.1; and

**WHEREAS**, on February 13, 2024, the City received a letter from the Bureau indicating that the proposed amendments appear compliant with the Gambling Control Act; and

**WHEREAS**, to allow sufficient time for consideration by the City Council of an ordinance to codify the proposed changes, it is necessary to further extend the temporary amendment to the gross revenue license fee through July 31, 2024; and

**WHEREAS**, the City has conducted a review of the financial impact of the reduction and has determined that the amended fee would serve the City's interests by encouraging continued investments in the Bicycle Casino that will, in turn, generate greater revenues for the City.

**NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Bell Gardens as follows:**

**SECTION 1.** The City Council finds that the above recitals are true and correct and incorporated herein by this reference.

**SECTION 2.** The City Council does hereby approve the amended monthly gross revenue fee as prescribed in BGMC Section 5.25.120.A as adopted by this Resolution to continue in effect through July 31, 2024. Upon adoption by City Council of an ordinance codifying changes to the gross revenue license fee, this Resolution shall have no further force and effect as of the effective date of said Ordinance.

**SECTION 3.** The City Council's approval is subject to the following conditions: all licensees shall comply with all provisions of BGMC Chapter 5.25; the California Gambling Control Act, including, but not limited to, reporting requirements, wagering limits, and number of tables; the regulations of the California Gambling Control Commission; any gambling licenses issued by the California Gambling Control Commission; and all other applicable laws governing card rooms.

**SECTION 4.** The City reserves the right to withdraw this approval in the event that there is any change or modification made to, or concerning the conditions of, the documents, including financial statements, submitted for consideration by the City.

**SECTION 5.** Except as amended by this Resolution, all fees set forth in BGMC Chapter 5.25 shall remain unchanged and in full force and effect.

**SECTION 6.** The City Clerk shall attest and certify to the passage and adoption of this Resolution and enter it into the book of original resolutions, and it shall become effective immediately upon its approval.

**PASSED, APPROVED and ADOPTED** this 8<sup>th</sup> day of April 2024.

**THE CITY OF BELL GARDENS**

\_\_\_\_\_  
Jorgel Chavez, Mayor

**APPROVED AS TO FORM:**

**ATTEST:**

\_\_\_\_\_  
Stephanie Vasquez  
City Attorney

\_\_\_\_\_  
Daisy Gomez  
City Clerk

[Signatures on the following page]

I, \_\_\_\_\_, City Clerk of the City of Bell Gardens, hereby CERTIFY that **City Council Resolution No. \_\_\_\_\_** was adopted by the Bell Gardens City Council at a **regular** meeting of the City Council held on \_\_\_\_\_, and was approved and passed by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:



**CITY OF BELL GARDENS  
OFFICE OF THE CITY MANAGER**

**AGENDA REPORT**

Item 11.

<b>TO:</b>	Honorable Mayor and City Council Members
<b>FROM:</b>	Michael B. O'Kelly, City Manager
<b>BY:</b>	Bernardo Iniguez, Director of Public Works/Facilities Douglas Benash, P.E., City Engineer
<b>SUBJECT:</b>	<b>INSTALLATION OF RED CURB "NO PARKING" RESTRICTIONS FRONTING 7533 GARFIELD AVENUE</b>
<b>DATE:</b>	April 8, 2024

**RECOMMENDATION:**

It is staff's recommendation that the City Council:

1. Adopt the attached Resolution authorizing the installation of 10 feet of additional red curb 'no parking' restrictions on the north side of the southerly driveway fronting 7533 Garfield Avenue; and
2. Rescind Resolution No. 2023-92.

**BACKGROUND/DISCUSSION:**

The Public Works Department received a request from a business representative of Orbit Industries for the installation of additional red curb parking restrictions on the north side of the southerly driveway fronting 7533 Garfield Avenue due to traffic safety concerns. The requestor indicated that vehicles park within the area of the driveway, impacting inbound and outbound large truck traffic on Garfield Avenue. Currently, the Garfield Avenue driveway has 10 feet of red curb on the southerly side of the driveway, with no red curb on the north side of the driveway.

In accordance with City policy, the City Engineer reviewed the request and conducted a field review of the site. Access and sight distance issues are considered as part of the California Manual of Uniform Traffic Control Devices (MUTCD) guidelines. Staff uses this information as a baseline when considering requests for parking restrictions due to sight distance issues from private property. Traffic engineers also perform a comprehensive assessment of the community, current community parking impacts, operations, and accident history. The City does not have any accident history at this address.

The community has an overall parking shortage and when looking at this specific case, the options are to maintain current conditions or paint 10 feet of red curb on the northside of the driveway.

On March 5, 2024, the Traffic and Safety Commission approved staff's recommendation for City Council consideration of the installation of 10 feet of additional red curb on the northside of the southerly driveway fronting 7533 Garfield Avenue.

**CONCLUSION:**

After a review of field conditions, the City Engineer recommends approving the request for the installation of 10 feet of additional red curb parking restrictions on the north side of the southerly driveway fronting 7533 Garfield Avenue.

**FISCAL IMPACT:**

The estimated cost for the installation of red curb is approximately \$500 and is available in the current Street Maintenance Budget.

**ATTACHMENTS:**

Exhibit 1 - Resolution No. 2024-20

Exhibit 2 - Proposed Improvements

**APPROVED ELECTRONICALLY BY:**

Michael B. O'Kelly, City Manager

Stephanie Vasquez, City Attorney and/or Susie Altamirano, Assistant City Attorney

Manuel Carrillo, Director of Finance and Administrative Services



## RESOLUTION NO. 2024-20

### A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BELL GARDENS, CALIFORNIA, ESTABLISHING PARKING RESTRICTIONS IN THE CITY OF BELL GARDENS IN ACCORDANCE WITH CHAPTER 13.20 (PARKING) OF THE BELL GARDENS MUNICIPAL CODE AND RESCINDING AND SUPERSEDING RESOLUTION NO. 2023-92

**WHEREAS**, the City Council desires to reaffirm and ratify and re-establish those parking restrictions presently in effect in the City of Bell Gardens as adopted by Resolution No. 2023-92; and

**WHEREAS**, the City Council desires to install an additional 10 feet of additional red curb 'no parking' restrictions fronting 7533 Garfield Avenue to improve sight distance conditions as described in Section (I)(A)(176) of the Parking Restrictions which are attached and incorporated hereto as **Exhibit "A."**

**NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Bell Gardens as follows:**

**SECTION 1.** The City Council, after consideration of the staff report and presentation, discussion, oral testimony and evidence presented to the City Council, hereby finds that the above recitals are true and correct and incorporated herein.

**SECTION 2.** Resolution No. 2023-92 is hereby rescinded, repealed, replaced and superseded in its entirety by this Resolution.

**SECTION 3.** The City Council hereby approves the Parking Restrictions attached and incorporated hereto as **Exhibit "A."**

**SECTION 4.** The City Clerk shall attest and certify to the passage and adoption of this Resolution and enter it into the book of original resolutions, and it shall become effective immediately upon its approval.

*[Signatures on the following page]*

**PASSED, APPROVED, and ADOPTED** this 8<sup>th</sup> day of April, 2024.

**THE CITY OF BELL GARDENS**

---

Jorgel Chavez, Mayor

**APPROVED AS TO FORM:**

**ATTEST:**

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Stephanie Vasquez  
City Attorney

---

Daisy Gomez  
City Clerk

I, \_\_\_\_\_, City Clerk of the City of Bell Gardens, hereby CERTIFY that City Council Resolution No. \_\_\_\_\_ was adopted by the Bell Gardens City Council at a regular meeting of the City Council held on \_\_\_\_\_, and was approved and passed by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

---

Daisy Gomez  
City Clerk

**EXHIBIT “A”  
PARKING RESTRICTIONS**

- I. The stopping, standing, or parking of a vehicle upon any of the following streets or parts thereof shall be prohibited, pursuant to Section 13.20.120 of the Bell Gardens Municipal Code, at all times or during such other hours as are set forth herein:
- A. **At all times (red curb).**
1. The north side of Gage Avenue from a point eight hundred fifty-five (855) feet east of the prolongation of the east curb of Garfield Avenue to a point two hundred (200) feet west of the prolongation of the west curb of Darwell Avenue;
  2. The south side of Gage Avenue from a point five hundred seventy-five (575) feet west of the prolongation of the east curb of Garfield Avenue to the prolongation of the east curb of Ira Avenue;
  3. On the north and south sides of Gage Avenue from Specht Avenue to Eastern Avenue;
  4. On the north and south sides of Gage Avenue from the prolongation of the easterly curb of Eastern Avenue to a point two hundred (200) feet easterly thereof;
  5. On the north and south sides of Gage Avenue from a point two hundred (200) feet west of the prolongation of the westerly curb of Colmar Avenue to a point two hundred (200) feet east of the prolongation of the easterly curb of Colmar Avenue;
  6. On the north and south sides of Gage Avenue from a point two hundred (200) feet west of the prolongation of the westerly curb of Jaboneria Road to a point two hundred (200) feet east of the prolongation of the easterly curb of Jaboneria Road;
  7. The east side of Darwell Avenue from the prolongation of the northerly curb of Florence Avenue to a point six hundred twenty (620) feet north of the prolongation of the northerly curb of Loveland Avenue;
  8. The west side of Marlow Avenue from the driveway at 5560 Ludell Street to a point two hundred fifty (250) feet northerly thereof;
  9. The north side of Florence Avenue from the prolongation of the east curb line of Ira Avenue to a point two hundred thirty-five (235) feet east of the prolongation of the east curb line of Toler Avenue;
  10. The north side of Shull from the prolongation of the easterly curb of Garfield Avenue to a point one hundred sixty-five (165) feet easterly thereof;
  11. The south side of Suva Street between Loveland Street and Emil Avenue;

12. The west side of Bell Gardens Avenue from the prolongation of the southerly curb of Quinn Street to a point six hundred (600) feet north of the prolongation of the northerly curb of Gotham Street;
13. The south side of Gage Avenue from a point two hundred fifty (250) feet west of the prolongation of the westerly curb of Chalet Drive to a point two hundred seventy (270) feet east of the prolongation of the easterly curb of Chalet Drive;
14. The south side of Clara Street between the west City limits and the south Clara Street service road;
15. The north side of Clara Street from the west City limits to the north Clara Street service road;
16. The north and south side of Loveland Street from the prolongation of the west curb on Garfield Avenue to a point two hundred fifteen (215) feet westerly thereof;
17. The south side of Florence Avenue from the prolongation of the west curb of Priam Drive to a point sixty-three (63) feet westerly thereof;
18. The north side of Gage Avenue from two hundred seventy (270) feet west of the prolongation of the west curb line of Emil Avenue to a point nine hundred sixty (960) feet westerly thereof;
19. The red curb would begin on the north side of Agra Street from a point four hundred (400) feet west of the prolongation of the west curb line of Jaboneria Road to a point four hundred fifty (450) feet westerly thereof;
20. The south side of Gage Avenue from a point four hundred (400) feet east of the prolongation of the east curb of Perry Road to a point four hundred sixty (460) feet easterly thereof;
21. The south side of Quinn Street from the prolongation of the west curb of Jaboneria Road to a point one hundred (100) feet westerly thereof;
22. The north and south sides of Gage Avenue from the west City limits to the service roads;
23. The east and west sides of Scout Avenue from the prolongation of the north curb of Florence Avenue to a point two hundred fifty (250) feet northerly thereof;
24. The north side of Florence Avenue from a point three hundred (300) feet west of the prolongation of the west curb line of Scout Avenue to the east City limits;
25. The west side of Jaboneria Road from the prolongation of the north curb of Gage Avenue to a point two hundred (200) feet northerly thereof;

26. The east side of Jaboneria Road from the prolongation of the north curb of Gag Avenue to a point fifty (50) feet northerly thereof;
27. The east and west sides of Jaboneria Road from the prolongation of the south curb of Gage Avenue to a point two hundred (200) feet southerly thereof;
28. The east side of Eastern Avenue from the prolongation of the north curb line of Florence Avenue to a point five hundred forty-five (545) feet northerly thereof;
29. The east side of Eastern Avenue from the prolongation of the south curb line of Florence Avenue to a point two hundred (200) feet southerly thereof;
30. The north side of Florence Avenue from the prolongation of the east curb line of Eastern Avenue to a point one hundred ninety-five (195) feet east of the prolongation of the east curb line of Ajax Avenue;
31. The north and south sides of Florence Avenue from the prolongation of the west curb line of Eastern Avenue to the west City limits;
32. The north side of Suva Street from a point six hundred ninety-four (694) feet east of the prolongation of the east curb line of Emil Avenue to a point seven hundred six (706) feet easterly thereof;
33. The west side of Ira Avenue from the prolongation of the southerly curb line of Clara Street to the westerly curb line of Garfield Avenue;
34. The east side of Eastern Avenue from the prolongation of the northerly curb line of Watcher Street to the northerly City limits;
35. The south side of Florence Avenue from the prolongation of the east curb line of Eastern Avenue to a point one hundred seven (107) feet east of the prolongation of the east curb line of El Selinda Avenue;
36. The north side of Agra Street from a point four hundred (400) feet west of the prolongation of the west curb line of Jaboneria Road to a point six hundred (600) feet westerly thereof;
37. The east side of Garfield Avenue from a point one hundred ninety (190) feet south of the prolongation of the south curb of Cecilia Avenue to a point two hundred ten (210) feet southerly thereof;
38. The north side of Clara Street from a point 175' west of the western prolongation of Kress Street to a point 200' westerly thereof;

39. The south side of Suva Street from a point six hundred fifty-five (655) feet east of the prolongation of the east curb line of Emil Avenue to a point seven hundred thirty-five (735) feet easterly thereof;
40. The west side of Garfield Avenue from the prolongation of the easterly curb line of Eastern Avenue to a point one hundred twenty (120) feet northerly thereof;
41. The south side of Clara Street from a point one hundred seventy-two (172) feet east of the prolongation of the easterly curb of Garfield Avenue to a point three hundred twenty (320) feet easterly thereof;
42. The south side of Florence Avenue from a point one hundred seventy (170) feet west of the prolongation of the west curb line of Jaboneria Road to a point seventy (70) feet east of the prolongation of the east curb line of Jaboneria Road;
43. The south side of Florence Avenue from a point fifty (50) feet east of the prolongation of the east curb line of Ira Avenue to a point forty (40) feet west of the prolongation of the west curb line of Ira Avenue;
44. The south side of Florence Avenue from a point two hundred sixty-five (265) feet east of the prolongation of the east curb line of Ira Avenue to a point three hundred ninety (390) feet easterly thereof;
45. The south side of Florence Avenue from a point two hundred ten (210) feet west of the prolongation of the west curb line of Toler Avenue to a point seventy-five (75) feet east of the prolongation of the east curb line of Toler Avenue;
46. The south side of Florence Avenue from a point one hundred forty-five (145) feet west of the prolongation of the west curb line of Garfield Avenue to a point three hundred thirty-five (335) feet east of the prolongation of the east curb line of Garfield Avenue;
47. The south side of Florence Avenue from a point one hundred thirty (130) feet west of the prolongation of the west curb line of Perry Road to a point forty (40) feet east of the prolongation of the east curb line of Perry Road;
48. The south side of Florence Avenue from a point sixty-five (65) feet west of the prolongation of the west curb line of Kress Avenue to a point seventy (70) feet east of the prolongation of the east curb line of Kress Avenue;
49. The south side of Florence Avenue from a point one hundred twenty-five (125) feet west of the prolongation of the west curb line of Emil Avenue to a point one hundred sixty-three (163) feet east of the prolongation of the east curb line of Emil Avenue;

50. The north side of Florence Avenue from a point sixty-two (62) feet west of the prolongation of the west curb line of El Selinda Avenue to a point one hundred thirty (130) feet east of the prolongation of the east curb line of El Selinda Avenue;
51. The north side of Florence Avenue from a point one hundred sixty-five (165) feet west of the prolongation of the west curb line of Jaboneria Road to a point seventy (70) feet east of the prolongation of the east curb line of Jaboneria Road;
52. The north side of Florence Avenue from the prolongation of the west curb line of Ira Avenue to a point sixty-five (65) feet westerly thereof;
53. The west side of Eastern Avenue from the prolongation of the south curb line of Lubec Street to the prolongation of the north curb line of Priory Street;
54. The north side of Florence Avenue from the prolongation of the east curb line of Granger Avenue to a point sixty-five (65) feet easterly thereof;
55. The north side of Florence Avenue from a point sixty-three (63) feet west of the prolongation of the west curb line of Perry Road to a point one hundred fifty (150) feet east of the prolongation of the east curb line of Perry Road;
56. The north side of Florence Avenue from a point fifty-seven (57) feet west of the prolongation of the west curb line of Emil Avenue to a point one hundred ninety-five (195) feet east of the prolongation of the east curb line of Emil Avenue;
57. The north side of Florence Place from a point two hundred thirty (230) feet west of the prolongation of the west curb line of Toler Avenue to a point fifty-five (55) feet east of the prolongation of the east curb line of Toler Avenue;
58. The east side of Eastern Avenue from the prolongation of the south curb line of Fry Street to the prolongation of the north curb line of Live Oak Street;
59. The north side of Live Oak Street from the prolongation of the east curb line of Eastern Avenue to a point one hundred fifty (150) feet easterly thereof;
60. The north side of Fry Street from the prolongation of the east curb line of Eastern Avenue easterly to the school property;
61. The north side of Priory Street from the prolongation of the west curb line of Eastern Avenue westerly to the west City limits;
62. The south side of Priory Street from the prolongation of the west curb line of Eastern Avenue to a point one hundred fifty (150) feet westerly thereof;
63. The west side of Darwell Avenue from the prolongation of the south curb line of Gage Avenue to a point one hundred eighty (180) feet southerly thereof;



64. The south side of Scout Avenue from a point thirty (30) feet west of the west property line of 7800 Scout Avenue easterly to a point fifty (50) feet;
65. The south side of Scout Avenue from the east property line of 7800 Scout Avenue westerly to a point thirty (30) feet;
66. The north side of Florence Place from the prolongation of the east curb of Garfield Avenue to a point two hundred thirty (230) feet easterly thereof;
67. The south side of Lubec Street from the prolongation of the west curb of Eastern Avenue to a point one hundred ninety-five (195) feet east of the prolongation of the east curb of Marlow Avenue;
68. The south side of Quinn Avenue from Lynda Lane to a point twenty-five (25) feet east of the prolongation of the east curb of Lynda Lane;
69. The east side of Eastern Avenue between the points six hundred sixty-five (665) feet and seven hundred twenty-five (725) feet north of the prolongation of the north curb of Florence Avenue;
70. The east side of Garfield Avenue from a point three hundred twenty-five (325) feet south of the prolongation of the south curb line of Loveland Street to a point five hundred thirty-five (535) feet southerly thereof;
71. The east side of Eastern Avenue from the prolongation of the south curb of Gage Avenue to a point two hundred thirty (230) feet southerly thereof;
72. The north and south sides of Clara Street from the prolongation of the west curb of Eastern Avenue to a point three hundred fifty (350) feet westerly thereof;
73. The north and south sides of Clara Street from the prolongation of the east curb of Eastern Avenue to a point two hundred fifty-five (255) feet easterly thereof;
74. The west side of Scout Avenue from the prolongation of the south curb of Florence Avenue to the prolongation of the east curb of Priam Drive;
75. The east side of Scout Avenue from the prolongation of the south curb of Florence Avenue to a point one hundred (100) feet south of the prolongation of the south curb of Clara Street;
76. The south side of Hannon Street from a point six hundred (600) feet east of the prolongation of the east curb of Chalet Drive to a point six hundred seventy-five (675) feet southerly thereof;

77. The north side of Hannon Street from a point six hundred twenty-five (625) feet east of the prolongation of the east curb of Chalet Drive to a point seven hundred seventy-five (775) feet southerly thereof;
78. The west side of Perry Road from the prolongation of the south curb of Florence Avenue to a point three hundred five (305) feet southerly thereof;
79. The east side of Perry Road from the prolongation of the south curb of Florence Avenue to a point one hundred (100) feet southerly thereof;
80. The east side of Colmar Avenue from the prolongation of the south curb of Gage Avenue to a point fifty-five (55) feet southerly thereof;
81. The west side of Perry Road from the prolongation of the north curb of Florence Avenue to the alley northerly thereof;
82. The east side of Greenwood Avenue from the prolongation of the south curb of Gage Avenue to a point one hundred five (105) feet southerly thereof;
83. The west side of Greenwood Avenue from the prolongation of the south curb of Gage Avenue to a point fifty (50) feet southerly thereof;
84. The north side of Gage Avenue from the prolongation of the west curb of Greenwood Avenue to a point one hundred five (105) feet westerly thereof;
85. The west side of Emil Avenue from the prolongation of the south curb of Gage Avenue to a point forty (40) feet southerly thereof;
86. The east side of Emil Avenue from the prolongation of the south curb of Gage Avenue to a point one hundred fifty (150) feet southerly thereof;
87. The east side of Darwell Avenue from the prolongation of the south curb of Gage Avenue to a point seventy (70) feet southerly thereof;
88. The east side and west side of Darwell Avenue from the prolongation of the north curb of Gage Avenue to a point sixty (60) feet northerly thereof;
89. The west side of Colmar Avenue from the prolongation of the north curb of Gage Avenue to a point seventy-five (75) feet northerly thereof;
90. The south side of Gage Avenue from the prolongation of the west curb of Greenwood Avenue to a point two hundred five (205) feet westerly thereof;
91. The north side of Gage Avenue from a point two hundred eighty-five (285) feet east of the prolongation of the east curb of Chalet Drive to a point three hundred twenty-five (325) feet west of the prolongation of the west curb of Chalet Drive;

92. The east side of Chalet Drive from the prolongation of the south curb of Gage Avenue to a point one hundred forty (140) feet southerly thereof;
93. The north side of Gage Avenue from a point two hundred forty-five (245) feet east of the prolongation of the east curb of Emil Avenue to a point two hundred thirty-five (235) feet west of the prolongation of the west curb of Emil Avenue;
94. The south side of Gage Avenue from a point one hundred sixty (160) feet west of the prolongation of the west curb of Emil Avenue to a point two hundred thirty-five (235) feet west of the prolongation of the east curb of Emil Avenue;
95. The west side of Garfield Avenue from the prolongation of the south curb of Loveland Street to a point two hundred fifty (250) feet southerly thereof;
96. The east side of Garfield Avenue from a point four hundred (400) feet north of the prolongation of the north curb of Clara Street to a point six hundred sixty-five (665) feet northerly thereof;
97. The west side of Jaboneria Road from the prolongation of the north curb of Clara Street to a point one hundred seventy (170) feet northerly thereof;
98. The east side of Jaboneria Road from the prolongation of the south curb of Clara Street to a point one hundred seventy-six (176) feet southerly thereof;
99. The south side of Clara Street from the prolongation of the west curb of Jaboneria Road to a point one hundred seventy-seven (177) feet westerly thereof;
100. The north side of Clara Street from the prolongation of the east curb of Jaboneria Road to a point one hundred thirty (130) feet easterly thereof;
101. The west side of Emil Avenue from a point two hundred seventy (270) feet south of the prolongation of the south curb of Florence Avenue to a point two hundred ninety (290) feet southerly thereof;
102. The south side of Shull Street from a point eight hundred eighty-nine (889) feet east of the BCR at Jaboneria Road, twenty-five (25) feet east and west of the back driveway at 5700 Shull Street;
103. The north side of Clara Street from a point one hundred forty-five (145) feet west of the prolongation of the west curb of Ira Avenue to a point one hundred sixty (160) feet westerly thereof;
104. The north side of Clara Street from a point one hundred ninety (190) feet west of the prolongation of the west curb of Ira Avenue to a point two hundred five (205) feet westerly thereof;

105. The north side of Clara Street from a point four hundred (400) feet west of the prolongation of the west curb of Ira Avenue to a point four hundred fifteen (415) feet westerly thereof;
106. The north side of Clara Street from a point four hundred forty-five (445) feet west of the prolongation of the west curb of Ira Avenue to a point four hundred sixty (460) feet westerly thereof;
107. The north side of Watcher Street from a point eighty (80) feet east of the west curb of Jaboneria Road to a point ninety (90) feet south of the north curb of Watcher Street on the west side of Jaboneria Road;
108. The east side of Colmar Street from a point fifty (50) feet north of the prolongation of the north curb line of Lanto Street to a point one hundred fifty-five (155) feet northerly, thereof;
109. The east side of Emil Avenue south of Clara Street at alley entrance from the BCR on the north side of alley to a point twenty (20) feet northward on the east side of Emil Avenue; and from the BCR on the south side of alley to a point twenty (20) feet southward on the east side of Emil Avenue;
110. The west side of Emil Avenue south of Clara Street from the BCR on the north side of alley to a point twenty (20) feet northward on the west side of Emil Avenue;
111. The south side of Florence Avenue from a point one hundred forty (140) feet west of the prolongation of the west curb line of Ira Avenue to a point one hundred sixty-eight (168) feet westerly thereof;
112. The west side of Garfield Avenue from a point twenty-five (25) feet south of the southern prolongation of Loveland Street to a point four hundred twenty-five (425) feet southerly, thereof;
113. The west side of Garfield Avenue from a point five hundred fifty (550) feet south of the southern prolongation of Loveland Street to a point seven hundred nineteen (719) feet southerly, thereof;
114. The north side of the southern Clara Street service road from the west City limits cul-de-sac to a point two hundred eighty-five (285) feet easterly thereof;
115. The west side of Ajax Avenue from the prolongation of the southern curb line of Lubec Street, to a point five hundred sixty-two (562) feet southerly thereof;

116. The south side of Ludell Street from a point of (12) feet west of the prolongation of the western curbline of El Selinda, to a point one hundred four feet (104) westerly thereof;
117. The south side of Gage from a point four hundred twenty-three (423) feet east of the prolongation of the east curb line of Garfield Avenue to a point five hundred twenty three feet easterly thereof;
118. The south side of Park Lane, from a point four hundred twenty-three (423) feet east of the eastern prolongation of the east side of Garfield Avenue, to a point five hundred twenty-three (523) feet easterly thereof;
119. The southside of Priory Street, twenty-one (21') feet west of the western prolongation to a point of six hundred fifty-eight (658') westerly thereof;
120. The north side of Agra Street, from a point four hundred eighty seven (487) feet from the east prolongation of Colmar Street to a point six hundred and one (601) feet easterly thereof. For a total of one hundred and fourteen (114) feet;
121. The north side of Lubec Street from a point fourteen (14) feet east of the eastern prolongation of Specht Avenue to a point one hundred forty-three (143) feet easterly thereof;
122. The north side of Foster Bridge Blvd from a point twenty-five (25) feet west of the western prolongation of Priam Drive to a point fifty-five (55) feet westerly thereof;
123. The north side of Foster Bridge Blvd from a point one hundred ninety-three (193) feet west of the western prolongation of Cassandra Avenue to a point two hundred forty-one (241) feet westerly thereof;
124. The east side of Emil Avenue from a point twenty-six (26) feet of the southern prolongation of Otto Street to a point fifty-six (56) feet southerly thereof;
125. The east side of Priam Drive from a point ten (10) feet north of the northern prolongation of Foster Bridge Blvd to a point forty (40) feet northerly thereof;
126. The west side of Priam Drive from a point fifteen (15) feet north of prolongation of Foster Bridge Blvd to a point thirty (30) feet northerly thereof;
127. The east side of Garfield Avenue from a point ten (10) feet south of the southern prolongation of Gallant Street to a point forty-one (41) feet southerly thereof;
128. The south side Gotham Street (at 5648 Gotham Street) from a point fifteen (15) feet south of the west of the western prolongation of the alley to a point fifty (50) feet westerly thereof;

129. The east side of Scout Avenue from a point five hundred twenty-two (522) feet north of the northerly prolongation of Florence Avenue to a point five hundred sixty-two (562) feet northerly thereof;
130. The east side of Scout Avenue from a point six hundred and eight (608) feet north of the northerly prolongation of Florence Avenue to a point six hundred forty-eight (648) feet northerly thereof;
131. The west side of Scout Avenue from a point five hundred and sixty (560) feet south of the southern prolongation of Live Oak Street to a point of six hundred (600) feet southerly thereof;
132. The west side of Scout Avenue from a point six hundred thirty (630) feet south of the southern prolongation of Live Oak Street to a point of six hundred fifty (650) feet southerly thereof;
133. The west side of Scout Avenue from a point seven hundred twenty-five (725) feet south of the southern prolongation of Live Oak Street to a point seven hundred sixty-five (765) feet southerly thereof;
134. The west side of Scout Avenue from a point eight hundred (800) feet south of the southern prolongation of Live Oak Street to a point eight hundred twenty (820) feet southerly thereof;
135. The south side of Foster Bridge Blvd from a point seven hundred and seventy-seven (777) feet west of the western prolongation of Scout Avenue to a point seven hundred and ninety four (794) feet westerly thereof;
136. The south side of Foster Bridge Blvd from a point eight hundred forty-six (846) feet west of the western prolongation of Scout Avenue to a point eight hundred sixty-nine (869) feet westerly thereof;
137. On the north side of Lubec Street from a point thirteen (13) feet east of the eastern prolongation of El Cortez Avenue, to a point fifty-three (53) feet easterly thereof;
138. On the north side of Suva Street from a point nine-hundred and seven (907) feet west of the west prolongation of Scout Avenue to a point forty (40) feet westerly thereof;
139. On the north side of Florence Place from a point two hundred and fifty-one (251) feet west of the west prolongation of Garfield Avenue to a point fifty-seven (57) feet westerly thereof;
140. On the north side of Agra Street from a point six hundred one (601) feet west of the westerly prolongation of Jaboneria Road to a point six hundred thirty (630) feet westerly thereof;

141. On the north side of Watcher Street from the east prolongation of Eastern Avenue to a point one hundred twenty-seven (127) feet thereof;
142. On the south side of Watcher Street from a point thirty-five (35) feet from the easterly prolongation of Eastern Avenue to a point one-hundred twenty (120) feet easterly thereof;
143. On the south side of Loveland Street from the western prolongation of Adamson Avenue to a point thirty-three (33) feet westerly thereof;
144. The west side of Jaboneria Road from a point two hundred eighty seven feet south of the prolongation of the south curb line of Clara Street to a point three hundred twenty-eight (328) feet southerly thereof;
145. The north side of Live Oak Street a point ninety-nine (99) feet west of the ending curb radius of Purdy Avenue to a point one hundred twenty-nine (129) feet westerly thereof;
146. The north side of Live Oak Street from a point two hundred twenty-nine (229) feet west of the ending curb radius of Purdy Avenue to a point two hundred fifty-nine (259) feet westerly thereof;
147. The north side of Live Oak Street from a point three hundred seventy-one (371) feet west of the ending radius of Purdy Avenue to a point four hundred seventy-one (471) feet westerly thereof;
148. The north side of Lubec Street from the prolongation of the west curb of Purdy Avenue to a point ten (10) feet westerly thereof;
149. The south side of Lubec Street from the prolongation of the west curb of Purdy Avenue to a point ten (10) feet westerly thereof;
150. The south side of Lubec Street from the prolongation of the east curb of Purdy Avenue to a point ten (10) feet easterly thereof;
151. The north side of Lubec Street from the prolongation of the east curb of Purdy Avenue to a point ten (10) feet easterly thereof;
152. The east side of Purdy Avenue from the prolongation of the north curb of Lubec Street to a point ten (10) feet northerly thereof;
153. The west side of Purdy Avenue from the prolongation of the south curb of Lubec Street to a point ten (10) feet southerly thereof;
154. The east side of Purdy Avenue from the prolongation of the south curb of Lubec Street to a point ten (10) feet southerly thereof;

155. The west side of Emil Avenue from a point five hundred thirty-five (535') feet south of the prolongation of the south curb of Florence Avenue to a point five hundred sixty (560) feet southerly thereof;
156. The west side of Ira Avenue from a point three hundred seventy-one (371) feet south of the prolongation of the south curb of Live Oak Street to a point three hundred ninety-one (391) feet southerly thereof;
157. The west side of Ira Avenue from a point twenty (20) feet south of the prolongation of the south curb of Priory Street to a point forty (40) feet southerly thereof;
158. The west side of Garfield Avenue from a point four hundred eight (408) feet south of the prolongation of south curb on Ira Avenue to a point four hundred sixty (460) feet southerly thereof;
159. The east side of Garfield Avenue from a point four hundred thirty-six (436) feet north of the prolongation of the north curb of Muller Street to a point four hundred seventy-one (471) feet northerly thereof;
160. The west side of Jaboneria Road from a point seven hundred twenty six (726') feet south of the prolongation of the south curb of Lubec Street to a point seven hundred sixty six (766') feet southerly thereof;
161. The south side of Florence Avenue from the prolongation of the east curb line of Jaboneria Road to a point two hundred thirteen (213) feet easterly thereof;
162. On the east side of Eastern Avenue from a point three hundred fifty-two (352) feet north of the prolongation of the north curb line of Lubec Street to a point three hundred sixty-two (362) feet northerly thereof;
163. On the east side of Emil Avenue from a point two hundred and seventy-four (274) feet north of the prolongation of the north curb line of Suva Street to a point two hundred eighty-four (284) feet northerly thereof;
164. On the west side of Emil Avenue from a point two hundred and eighty-four (284) feet south of the prolongation of the south curb line of Foster Bridge Blvd to a point two hundred and ninety-four (294) feet southerly thereof;
165. The south side of Florence Place from a point nine hundred thirty four (934) feet east of the prolongation of the west curb line of Sudan Ave. to a point nine hundred sixty-six (966) feet easterly thereof;
166. The north side of Gotham Street from a point one thousand two hundred twenty-seven (1,227) feet west of the west prolongation of Gephart Avenue to a point one thousand two hundred forty seven (1,247) feet westerly thereof;



167. The east side of Jaboneria Road from a point five hundred thirty-two (532) feet from the east prolongation of Eastern Avenue to a point five hundred eighty-three (583) feet northerly thereof;
168. The east side of Jaboneria Road from a point fifteen (15) feet from the north prolongation of Gotham Street to a point seventy-five (75) feet northerly thereof;
169. The north side of Florence Place from a point five hundred-thirty (530) feet from the prolongation of the west curb line of Garfield Avenue to a point five hundred-fifty (550) feet westerly thereof;
170. The east side of Garfield Avenue from a point six hundred forty-four (644) feet from the prolongation of the north curb line of Eastern Avenue to a point six hundred sixty-nine (669) feet northerly thereof;
171. The west side of Eastern Avenue from a point four hundred and fifty (450) feet from the prolongation of the south curb line of Live Oak Street to a point five hundred feet southerly thereof;
172. The east side of Eastern Avenue from a point two hundred and ninety feet from the prolongation of the north curb line of Clara Street to a point three hundred thirty (330) feet northly thereof;
173. The east side of Eastern Avenue from a point thirty (30) feet from the prolongation of the north curb line of Priory Street to a point fifty (50) feet northerly thereof;
174. The east side of Jaboneria Road (6021 Florence Avenue) from a point one hundred fifty feet from the prolongation of the north curb line of Florence Avenue to a point one hundred fifty-seven (157) feet northerly thereof; and
175. The south side of Gage Avenue from a point four hundred sixty-three (463) feet from the prolongation of the east curb line of Chalet Drive to a point four hundred seventy-four (474) feet easterly thereof.
176. The west side of Garfield Avenue from a point one thousand one hundred forty-three (1,143) feet from the prolongation of the south curb line of Florence Avenue to a point one thousand one hundred fifty-three (1,153) feet southerly thereof.

B. **Designated Hours:**

1. The south side of Clara Street from the south Clara service road and a point three hundred fifty (350) feet west of the prolongation of the west curb of Eastern Avenue, between the hours of 3:00 p.m. and 6:00 p.m., Saturdays, Sundays, and holidays excepted;
2. The south side of Clara Street, from a point three hundred fifty (350) feet east of

the prolongation of the east curb of Eastern Avenue to a point two hundred (200) feet east of the prolongation of the east curb of Jaboneria Road, between the hours of 3:00 p.m. and 6:00 p.m., Saturdays, Sundays, and holidays excepted and excluding the no stopping anytime areas;

3. The north side of Clara Street, from a point two hundred fifty-five (255) feet east of the prolongation of the east curb of Eastern Avenue to a point three hundred (300) feet east of the prolongation of the east curb of Jaboneria Road, between the hours of 6:30 a.m. and 8:30 a.m., Saturdays, Sundays, and holidays excepted and excluding the no stopping anytime areas;
4. The south side of Florence Avenue from a point one hundred twenty-five (125) feet east of the prolongation of the east curb line of Priam Drive to a point one hundred seven (107) feet east of the prolongation of the east curb line of El Selinda Avenue, between the hours of 3:00 p.m. and 6:00 p.m., Saturdays, Sundays, and holidays excepted and excluding the no stopping any time areas;
5. The north side of Florence Avenue from a point one hundred ninety-five (195) feet east of the prolongation of the east curb line of Ajax Avenue to a point one hundred (100) feet west of the prolongation of the west curb line of Garfield Avenue, between the hours of 6:00 a.m. and 8:00 a.m., Saturdays, Sundays, and holidays excepted and excluding the no stopping any time areas; and
6. The north side of Florence Avenue from a point ninety (90) feet east of the prolongation of the east curb line of Garfield Avenue to a point three hundred (300) feet west of the prolongation of the west curb line of Scout Avenue, between the hours of 6:00 a.m. and 9:00 a.m., Saturdays, Sundays, and holidays excepted and excluding the no stopping any time areas.

II. The stopping, standing, or parking of a vehicle upon any of the following streets or parts thereof for a period of time in excess of the time hereafter set forth, shall be prohibited pursuant to Section 13.20.110 of the Bell Gardens Municipal Code, at all times or during such other hours as are set forth herein unless such vehicle displays a parking permit authorized on the streets listed under Section 2A (4-9):

A. **Two-hour parking - 7:00 a.m. to 6:00 p.m., Saturdays, Sundays, and holidays excepted**

1. The east side of Garfield Avenue from Florence Place to the northerly City limits and the west side of Garfield Avenue from a point five hundred seventy (570) feet south of the southern prolongation of Gage Avenue to the northern curb line of Florence Place;
2. The south side of Gage Avenue from a point two hundred (200) feet east of the prolongation of the east curb of Eastern Avenue to Ajax Avenue;

3. The west side of Garfield Avenue from a point twenty-three (23) feet north of the driveway of the Garfield Elementary School to a point one hundred eighty (180) feet south;
4. The south side of Agra Street from Colmar Avenue to Darwell Avenue (permit parking allowed);
5. The north side of Agra Street from Jaboneria Road to Darwell Avenue (permit parking allowed);
6. The east side of Jaboneria Road from Agra Street to Watcher Street (permit parking allowed);
7. The east and west sides of Jaboneria Road from Agra Street to the alley one hundred forty (140) feet south of Agra Street (permit parking allowed);
8. The north and south sides of Watcher Street from Jaboneria Road to Darwell Avenue (permit parking allowed);
9. The north and south sides of Lanto Street from Jaboneria Road to Darwell Avenue (permit parking allowed);
10. The north side of Suva Street from Emil Avenue to the east City limits;
11. The south side of Suva Street from the east property line of Suva Elementary School to the east City limits;
12. The north side of Quinn Street between Jaboneria Road and Lynda Lane;
13. The east side of Jaboneria Road between Quinn Street and Muller Street;
14. The east and west sides of Emil Avenue between Florence Place and Suva Intermediate School;
15. The east side of Garfield Avenue between the points three hundred (300) feet and four hundred (400) feet north of the northerly prolongation of the north curb of Clara Street;
16. The south side of Florence Place from Garfield Avenue to Florence Avenue;
17. The east side of Scout Avenue between the points two hundred fifty (250) feet and eight hundred forty (840) feet north of the prolongation of the north curb of Florence Avenue;
18. The west side of Eastern Avenue adjacent to the premises at 8029 Eastern Avenue (approximately one hundred fifty (150) feet);

19. The west side of Eastern Avenue from the prolongation of the north curb line of Lubec Street to the northerly City limits;
  20. The east side of Eastern Avenue from a point seven hundred twenty-five (725) feet north of the prolongation of the north curb line of Florence Avenue to the prolongation of the south curb line of Watcher Street;
  21. The north side of Live Oak Street from a point one hundred fifty (150) feet east of the prolongation of the east curb line of Eastern Avenue easterly to the school property;
  22. The east side of Eastern Avenue between the points five hundred forty-five (545) feet and six hundred twenty-five (625) feet north of the prolongation of the north curb of Florence Avenue;
  23. The west side of Garfield Avenue from the prolongation of the north curb of Shull Street to a point two hundred ten (210) feet northerly thereof;
  24. The west side of Garfield Avenue from the prolongation of the south curb of Clara Street to a point two hundred five (205) feet southerly thereof;
  25. The east and west sides of Eastern Avenue from the prolongation of the south sides of Clara Street to the prolongation of the north sides of Shull Street;
  26. The north side of Cecilia Street from a point sixth (60) feet east of the Eastern prolongation of Eastern Avenue to a point one hundred sixty (160) feet easterly thereof; and
  27. On the north side of Agra Street from a point four hundred forty (440') feet west of the west prolongation of Jaboneria Road to a point four hundred eighty one (481') feet westerly thereof.
- B. **Two-hour parking 8:00 a.m. to 6:00 p.m., Saturdays, Sundays, and holidays excepted:**
1. The north side of Florence Avenue from a point one hundred ninety-five (195) feet east of the prolongation of the east curb line of Ajax Avenue to a point one hundred (100) feet west of the prolongation of the west curb line of Garfield Avenue, excluding the no stopping any time areas.
- C. **Two-hour parking 7:00 a.m. to 3:00 p.m., Saturdays, Sundays, and holidays excepted:**
1. The south side of Florence Avenue from a point one hundred twenty-five (125) feet east of the prolongation of the east curb line of Priam Drive to a point one hundred

seven (107) feet east of the prolongation of the east curb line of El Selinda Avenue, excluding the no stopping any time areas.

D. **Two-hour parking 9:00 a.m. to 6:00 p.m., Saturdays, Sundays, and holidays excepted:**

1. The north side of Florence Avenue from a point ninety (90) feet east of the prolongation of the east curb line of Garfield Avenue to a point three hundred (300) feet west of the prolongation of the west curb line of Scout Avenue, excluding the no stopping any time areas.

E. **Two-hour parking at all times:**

1. The east and west sides of Greenwood Avenue, south of Gage Avenue at all hours, excluding the no stopping any time areas.

F. **One-hour parking 7:00 a.m. to 10:00 p.m., Sunday excepted:**

1. The east side of Eastern Avenue from the prolongation of the north curb line of Clara Street to the prolongation of the south curb line of Live Oak Street;
2. The west side of El Selinda Avenue from the prolongation of the north curb line of Florence Avenue northerly to the alley;
3. The east side of Eastern Avenue from a point two hundred (200) feet south of the prolongation of the south curb line of Florence Avenue to the prolongation of the north curb line of Fry Street;
4. The west side of Eastern Avenue from the prolongation of the south curb line of Priory Street to the prolongation of the north curb line of Clara Street; and
5. Request for one-hour limit parking zone for east side of Ira Avenue, north of Florence Avenue (El Tapatio Market).

III. The stopping, standing, or parking of a vehicle upon municipal parking lots shall be restricted, pursuant to Section 13.20.500 of the Bell Gardens Municipal Code, as follows:

- A. The municipal parking lots adjacent to the Bell Gardens City Hall; parking only for the purpose of conducting business at City Hall.
- B. The municipal parking lots adjacent to Ross Auditorium, Bell Gardens Park, and Ford Park; parking only for the purpose of conducting business at, or use of, the Auditorium or Park facilities, and no parking shall be permitted between the hours of 2:00 a.m. and 4:00 a.m.

- C. The municipal parking lot at Ford Park adjacent to the golf course in designated spaces with signs and or marking; parking only for conducting business at, or use at, Ford Park Gold Course during the posted hours of operation.

IV. The stopping, standing, or parking of a vehicle upon any of the streets or parts thereof in the areas of the City hereinafter designated shall be prohibited pursuant to Section 13.20.120 of the Bell Gardens Municipal Code on the days designated between the hours of 8:00 a.m. and 4:00 p.m., for street sweeping purposes, provided, however, that nothing contained herein shall be effective with respect to any commercial vehicle making pickups or deliveries of goods, wares or merchandise from or to any building or structure located on the restricted street or highway, or for the purpose of delivering materials to be used in the repair, alteration, remodeling, or reconstruction of any building or structure for which a building permit has previously been obtained.

A. **Each Wednesday, between the hours of 8:00 a.m. and 4:00 p.m.:**

- 1. All streets and highways and portions thereof, in that section of the City of Bell Gardens lying northerly of the centerline of Florence Avenue to the north City limits.

B. **Each Thursday, between the hours of 8:00 a.m. and 4:00 p.m.:**

- 1. All streets and highways and portions thereof, in that section of the City of Bell Gardens lying southerly of the centerline of Florence Avenue to the north City limits.

C. **Each Friday, between the hours of 6:00 a.m. and 8:00 a.m.:**

- 1. The east side of Eastern Avenue from north City limit to south City limit.

D. **Each Monday, between the hours of 6:00 a.m. and 8:00 a.m.:**

- 1. The west side of Eastern Avenue from north City limit to south City limit.

E. **The following streets or portions thereof are excepted from the prohibitions contained in this Section 4:**

- 1. Both sides of Florence Avenue;
- 2. Both sides of Eastern Avenue;
- 3. Both sides of Scout Avenue from Florence Avenue to the prolongation of the southerly curb of Live Oak Street; and
- 4. The south side of Live Oak Street from the prolongation of the westerly curb of Scout Avenue to a point five hundred sixty (560) feet westerly thereof.

- V. The stopping, standing, or parking of a vehicle upon any of the following streets or parts thereof shall be prohibited or restricted at all times as set forth in Section 13.20.100 of the Bell Gardens Municipal Code, by means of painted curb markings:

A. **Commercial loading and unloading (yellow curb)**

1. The north side of Cecilia Street from a point twenty-five (25) feet west of the prolongation of the west curb line of Eastern Avenue, to a point one hundred two (102) feet westerly thereof;
2. The south side of Quinn Street from a point three hundred forty-five (345) feet west of the prolongation of the west curb line of Jaboneria Road to a point three hundred eighty-five (385) feet westerly thereof;
3. The west side of Ajax Avenue from a point two hundred (200) feet north of the prolongation of the north curb line of Florence Avenue to a point six hundred seventy-three (673) feet northerly thereof;
4. The south side of Scout Avenue from a point one hundred ninety (190) feet east of the prolongation of the east curb of Emil Avenue to a point two hundred fifty (250) feet easterly thereof;
5. The west side of Ira Street from a point one hundred fifty (150) feet north of the prolongation of the north curb line of Florence Avenue to a point two hundred fifty-five (255) feet northerly thereof;
6. The west side of Ira Avenue from a point sixty nine (69) feet south of the prolongation of the south curb of Gage Avenue to a point ninety one (91) feet southerly thereof to be in effect from 8:00am to 6:00pm except Saturdays, Sundays and Holidays; and
7. The west side of Garfield (8327 Garfield Avenue) from a point two hundred and fifty-eight (258) feet south of the prolongation of the south curb line of Fostoria Street to a point two hundred seventy-eight (278) feet southerly thereof.

B. **Passenger loading and unloading (white curb)**

1. The south side of Suva Street from a point two hundred ninety-five (295) feet east of the prolongation of the east curb line of Emil Avenue to a point three hundred sixty (360) feet easterly thereof;
2. The south side of Scout Avenue from the prolongation of the west curb line of Gotham Street to a point ninety (90) feet easterly thereof;

3. The south side of Quinn Street from a point one hundred (100) feet west of the prolongation of the west curb line of Jaboneria Road to a point one hundred fifty-seven (157) feet westerly thereof;
4. The south side of Quinn Street from a point one hundred ninety (190) feet west of the prolongation of the west curb line of Jaboneria Road to a point three hundred forty-five (345) feet westerly thereof;
5. The south side of Quinn Street from a point three hundred eighty-five (385) feet west of the prolongation of the west curb line of Jaboneria Road to a point six hundred sixty (660) feet westerly thereof;
6. The west side of Eastern Avenue from a point eleven (11) feet south of the prolongation of the south curb line of Gotham Street to a point thirty-three (33) feet southerly thereof;
7. The east side of Eastern Avenue from a point four hundred thirty-five (435) feet north of the prolongation of the north curb of Lubec Street to a point four hundred sixty (460) feet northerly thereof;
8. The east side of Garfield Avenue from a point four hundred forty-six (446) feet north of the prolongation of the north curb line of Florence Place to a point four hundred sixty-six (466) feet northerly thereof;
9. The west side of Jaboneria Road from a point forty-three (43) feet north of the prolongation of the north curb line of Priory Street to a point seventy-five (75) feet northerly thereof;
10. The west side of Jaboneria Road from a point one hundred seventy-two (172) feet north of the prolongation of the north curb line of Live Oak Street to a point two hundred thirty-seven (237) feet northerly thereof;
11. The north side of Loveland Street from a point twenty-seven (27) feet east of the prolongation of the east curb line of Colmar Avenue to a point fifty-eight (58) feet easterly thereof;
12. The south side of Scout Avenue from a point twenty (20) feet east of the west property line of Ford Park Adult School, 7800 Scout Avenue to a point thirty (30) feet west of the east property line;
13. The north side of Watcher Street from a point eighty (80) feet east of the west curb of Jaboneria Road to a point two hundred eighty (280) feet easterly thereof;
14. The east side of Toler Avenue from a point one hundred ninety-one (191) feet north of the prolongation of the north curb line of Florence Place to a point five hundred seven (507) feet northerly thereof;



15. The north side of Live Oak Street from the prolongation of the east curb of Purdy Avenue to a point one hundred fifty (150) feet westerly thereof;
16. Request for white curb (10-minute parking) at 7425 Garfield Avenue (Garfield Elementary School) from a point three hundred seventy-five (375) feet north of the northern prolongation of Florence Avenue to a point eight hundred fifty (850) feet northerly thereof;
17. Request for white curb (passenger loading) at 7104 Perry Road (Rio-Hondo Boys & Girls Club);
18. The east side of Ira Avenue from a point one hundred ninety-two (192) feet south of the southern prolongation of Gage Avenue to a point two hundred thirty eight (238) feet southerly thereof;
19. The east side of Ira Avenue from a point two hundred sixty-two (262) feet south of the southern prolongation of Gage Avenue to a point two hundred eighty (280) feet southerly thereof;
20. The north side of Cecilia Street from a point one hundred and fifty-four (154) feet west of the western prolongation of the Jaboneria Road to a point one hundred seventy-seven (177) feet westerly thereof;
21. The south side of Florence Place from a point two hundred eighty-eight (288) feet east of the east prolongation of Perry Road to a point three hundred thirteen (313) feet easterly thereof (Monday through Friday 7am to 6pm 6628 Florence Place);
22. The north side of Gallant Street from a point four hundred and eighty eight (488) feet east of the eastern prolongation of Jaboneria Road, to a point five hundred and eight (508) feet easterly thereof (without period designations, at all times);
23. On the north side of Agra Street from a point three hundred and sixty-three (363) feet west of the prolongation of the west curb line of Jaboneria Road to a point five hundred and twenty-three (523) feet westerly thereof;
24. The west side of Eastern Avenue from a point one hundred and seventy-seven (177) feet south of the prolongation of the south curb line of Loveland Street to a point two hundred seven (207) feet southerly thereof;
25. The north side of Florence Place from a point six hundred forty (640) feet east of the eastern prolongation of Emil Avenue to a point eight hundred forty (840) feet easterly thereof; and

26. The north side of Live Oak Street from a point one hundred twenty-nine (129) feet west of the ending curb radius of Purdy Avenue to a point two hundred twenty-nine (229) feet westerly thereof.

C. **Twenty Minute Zone (green curb)**

1. The south side of Clara Street from a point fifty-five (55) feet west of the prolongation of the west curb line of Ramish Avenue to a point eighty (80) feet westerly thereof;
2. The north side of Clara Street from a point eighty-five (85) feet west of the prolongation of the west curb line of Perry Road to a point one hundred forty (140) feet westerly thereof;
3. The east side of Ajax Avenue from a point sixty-nine (69) feet north of the prolongation of the north curb line of Florence Avenue to a point ninety-eight (98) feet northerly thereof;
4. The west side of Ajax Avenue from a point eighty-seven (87) feet north of the prolongation of the north curb line of Florence Avenue to a point one hundred fifty-seven (157) feet northerly thereof;
5. The south side of Gage Avenue from a point two hundred five (205) feet west of the prolongation of the west curb of Emil Avenue to a point two hundred fifty-six (256) feet westerly thereof;
6. The west side of Garfield Avenue from a point one hundred (100) feet south of the prolongation of the south curb at Cecilia Street to a point one hundred sixty (160) feet southerly thereof;
7. The west side of Garfield Avenue from a point seventy-five (75) feet north of the prolongation of the north curb of Fostoria Street to a point ninety (90) feet northerly thereof;
8. The north side of Florence Place from a point forty (40) feet west of the prolongation of the west curb of Granger Street to a point sixty-five (65) feet westerly thereof;
9. The west side of Eastern Avenue from a point sixty-one (61) feet south of the prolongation of the south curb of Watcher Street to a point one hundred sixty-two (162) feet southerly thereof;
10. The north side of Clara Street from a point two hundred five (205) feet west of the prolongation of the west curb of Ira Avenue to a point four hundred (400) feet westerly thereof;

11. The north side of Florence Avenue from a point one hundred (100) feet east of the prolongation of the east curb of Live Oak Street to a point one hundred twenty (120) feet easterly thereof;
12. The north side of Florence Avenue from a point one hundred sixty (160) feet east of the prolongation of the east curb of Live Oak Avenue to a point one hundred ninety (190) feet easterly thereof;
13. The west side of Garfield Avenue from a point sixty one (61) feet south of the southern prolongation of Muller Street to a point one hundred one (101) feet southerly thereof;
14. Request for green curb (20-minute parking) at 8045 Garfield Avenue(Garfield Market);
15. The north side of Clara Street from a point three hundred twenty three (323) feet east of the easterly prolongation of Gephart Street to a point three hundred thirty-nine (339) feet easterly thereof;
16. The south side of Clara Street from a point three hundred and thirty-five (335) feet east of the eastern prolongation of Garfield Avenue to a point thirty-six (36) feet easterly thereof 6334 Clara Street;
17. On the left side of Lubec Street from a point twenty-five (25) feet east of the eastern prolongation of Jaboneria Road, to a point forty-five (45) feet easterly thereof;
18. The east side of Eastern Avenue from a point two hundred eighty-two (282) feet north of the prolongation of the north curb of Jaboneria Road to a point three hundred thirty-two (332) feet northerly thereof to be in effect from 9:00am to 6:00pm except on Saturdays, Sundays and Holidays; and
19. On the east side of Garfield Avenue from a point one hundred twenty-three (123) feet north of the northerly prolongation of Buell Street to a point one hundred forty-seven (147) feet northly thereof.

D. **Twenty Minute Zone 7:00 a.m. - 6:00 p.m. (green curb)**

Not Used.

E. **Disabled Person Parking (blue curb)**

1. The north side of Priory Street from a point seven hundred eighty-eight (788) east of the eastern prolongation of Jaboneria Road, to a point eight hundred and three (803) feet easterly thereof;

2. The south side of Agra Street from a point three hundred seventy-eight (378) feet of the west prolongation of Jaboneria Road to a point four hundred fifteen (415) feet westerly thereof;
3. On the south side of Lanto Street from a point twenty-six (26) feet from the easterly prolongation of El Selinda Avenue to a point forty-six (46) feet easterly thereof;
4. On the south side of Gotham Street from a point seventy-one (71) feet west of the western prolongation of Ira Avenue to a point ninety-one (91) feet westerly thereof (6142 Gotham St);
5. The south side of Fostoria Street from a point four hundred thirty (430) feet east of the east prolongation of Eastern Avenue to a point four hundred fifty (450) feet easterly thereof (5844 Fostoria St);
6. The east side of Ajax Avenue from a point five hundred sixty (560) feet north of the prolongation of the north curb line Lubec Street to a point five hundred eighty (580) feet northerly thereof (6536 Ajax Ave);
7. On the south side of Quinn Street from a point six hundred sixty-six (666) feet from the easterly prolongation of Bell Gardens Avenue to a point six hundred ninety-four (694) feet easterly thereof (BG Elementary);
8. The north side of Gallant Street from a point three hundred eighty-four (384) feet west of the western prolongation of Ira Avenue to a point four hundred (400) feet westerly thereof (6113 ½ Gallant St); and
9. The west side of Garfield (8327 Garfield Avenue) from a point two hundred and seventy-eight (278) feet south of the prolongation of the south curb line of Fostoria Street to a point two hundred ninety-eight (298) feet southerly thereof.

**F. Twenty Minute Zone 9:00 a.m. - 6:00 a.m. (green curb)**

1. The north side of Florence Avenue from a point forty-two (42) feet east of the prolongation of the east curb line of Live Oak Street to a point eight-five (85) feet easterly thereof.

**VI.** The stopping, standing, or parking of a vehicle operated by a government official displaying an official placard issued by the City of Bell Gardens Public Works Department shall be exempted from normally legal parking spaces while on official government business.

**VII.** The City Council finds, pursuant to Section 13.20.800 of the Bell Gardens Municipal Code, that the volume of traffic and other conditions at the following locations are such that the enforcement of the provisions of the Bell Gardens Municipal Code prohibiting or restricting parking by the imposition of the criminal penalties is not sufficient to prevent the illegal

parking of vehicles, and authorizes the towing of illegally parked vehicles in the following zones:

- A. Any areas designated in Sections I. and IV. hereof as zones in which the stopping, standing or parking of vehicles at all or any times is prohibited.

Exhibit 2 - Proposed Improvements



- (A) PAINT 10' RED CURB
- (B) RE-PAINT EXISTING RED CURB

REPAINT CITY ENGINEER 01/24/2024

CITY OF NEW GARDENS  
PUBLIC WORKS DEPT.  
EXHIBIT NO. 1



**CITY OF BELL GARDENS  
OFFICE OF THE CITY MANAGER**

**AGENDA REPORT**

Item 12.

<b>TO:</b>	Honorable Mayor and City Council Members
<b>FROM:</b>	Michael B. O'Kelly, City Manager
<b>BY:</b>	Elizabeth Nava, Director of Recreation and Community Services
<b>SUBJECT:</b>	<b>ADOPTION OF RESOLUTION AND APPROVAL OF A STANDARD AGREEMENT BY AND BETWEEN THE CITY OF BELL GARDENS AND THE OFFICE OF PLANNING AND RESEARCH, CALIFORNIA VOLUNTEERS FOR THE LOCAL GOVERNMENT CONNECTING NEIGHBORS TO NEIGHBORS GRANT</b>
<b>DATE:</b>	April 8, 2024

**RECOMMENDATION:**

It is staff's recommendation that the City Council by motion:

1. Adopt the attached resolution; and
2. Approve the State of California Department of General Services Standard Agreement No. CV2311401 with the office of Planning and Research, California Volunteers for the Local Government: Connecting Neighbors to Neighbors Grant in the amount of \$250,000.

**BACKGROUND/DISCUSSION:**

In February of this year, staff submitted an application for the Local Government: Connecting Neighbors to Neighbors Grant, and in March the City was notified that Bell Gardens was awarded \$250,000 for this grant.

The office of Planning and Research, California Volunteers, Local Government: Connecting Neighbors to Neighbors grant aims to strengthen community networks through neighborhood-driven initiatives, increase volunteerism, improve social bonds, and promote climate action and disaster preparedness. This is achieved by local governments hosting a series of programs, activities and events that offer volunteer and relationship building opportunities for community stakeholders.

Program Activities

Over the next 18 months, the City will host a series of events and activities to accomplish the grant goals. Below is a tentative schedule of events.

**May - August 2024**

1. Neighborhood Block Party & Clean-Up (Northwest)
2. Neighborhood Block Party & Clean-Up (South)
3. Neighborhood Block Party & Clean-Up (Northeast)
4. Community-Wide Block Party
5. Safe Routes to School

**September - December 2024**

1. Tree Planting
2. Community Gardening

3. Food Bank Volunteering
4. Senior to Senior Digital Literacy
5. Climate Action Plan- Community Engagement

**January - April 2025**

1. Tree Planting
2. Community Gardening
3. Community Clean-Up
4. Safe Routes to Parks
5. Earth Day Celebration

**May - August 2025**

1. Food Bank Volunteering
2. Senior to Senior Literacy
3. First Aid & CPR Certification
4. Disaster Preparedness Tabling
5. Climate Action Plan - Community Engagement

**September - December 2025**

1. Tree Planting
2. Food Bank Volunteering
3. Community Clean-up
4. Safe Routes to Public Transportation
5. Final Block Party Celebration

In order to accept these funds, the City must enter into a grant agreement with the Office of Planning and Research, California Volunteers and adhere to the regulations of the grant funds that are set forth in the grant agreement.

These funds are reimbursable, which means that the City will pay for project costs and then be reimbursed for expenses made towards the Pool Project.

**CONCLUSION:**

Staff is requesting that the Council adopt the resolution and approve with the Office of Planning and Research, California Volunteers for the Local Government: Connecting Neighbors to Neighbors grant in the amount of \$250,000.

**FISCAL IMPACT:**

The general fund will be used to pay for grant activities but will then be reimbursed through the \$250,000 Local Government: Connecting Neighbors to Neighbors grant.

**ATTACHMENTS:**

- Exhibit 1 - Resolution No. 2024-21  
Exhibit 2- Grant Agreement

**APPROVED ELECTRONICALLY BY:**

Michael B. O'Kelly, City Manager  
Stephanie Vasquez, City Attorney and/or Susie Altamirano, Assistant City Attorney



Manuel Carrillo, Director of Finance and Administrative Services

## **RESOLUTION NO. 2024-21**

### **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BELL GARDENS, CALIFORNIA, APPROVING THE STANDARD AGREEMENT NO. CV2311404 WITH THE OFFICE OF PLANNING AND RESEARCH, CALIFORNIA VOLUNTEERS FOR THE LOCAL GOVERNMENT: CONNECTING NEIGHBORS TO NEIGHBORS GRANT**

**WHEREAS**, in February of 2024, the City of Bell Gardens (“City”) submitted an application for the Local Government: Connecting Neighbors to Neighbors Grant; and

**WHEREAS**, in March 2024, City was notified it had been awarded the Local Government: Connecting Neighbors to Neighbors Grant in the amount of \$250,000; and

**WHEREAS**, the City of Bell Gardens must enter into a Standard Agreement with the Office of Planning and Research, California Volunteers in order to accept the Local Government: Connecting Neighbors to Neighbors Grant.

**NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Bell Gardens as follows:**

**SECTION 1.** The City Council of the City of Bell Gardens hereby finds that the above recitals are true and correct and incorporate them herein by this reference.

**SECTION 2.** The City Council hereby approves Standard Agreement No. CV2311401 with the Office of Planning and Research, California Volunteers, in a form approved by the City Attorney.

**SECTION 3.** The City Council hereby authorizes the City Manager to execute Standard Agreement No. CV2311401 along with all documents reasonably necessary to effectuate the intent of this Resolution.

**SECTION 4.** The City Clerk shall attest and certify to the passage and adoption of this Resolution and enter it into the book of original resolutions, and it shall become effective immediately upon its approval.

**PASSED, APPROVED and ADOPTED** this 8<sup>th</sup> day of April, 2024.

**THE CITY OF BELL GARDENS**

\_\_\_\_\_  
Jorgel Chavez, Mayor

**APPROVED AS TO FORM:**

**ATTEST:**

\_\_\_\_\_  
Stephanie Vasquez  
City Attorney

\_\_\_\_\_  
Daisy Gomez  
City Clerk

*[Signatures on the following page]*

I, \_\_\_\_\_, City Clerk of the City of Bell Gardens, hereby **CERTIFY** that **City Council Resolution No. \_\_\_\_\_** was adopted by the Bell Gardens City Council at a **regular** meeting of the City Council held on \_\_\_\_\_, and was approved and passed by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

---

Daisy Gomez  
City Clerk

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

**STANDARD AGREEMENT**

STD 213 (Rev. 04/2020)

AGREEMENT NUMBER

CV2311401

PURCHASING AUTHORITY NUMBER (If Applicable)

OPR-0650

1. This Agreement is entered into between the Contracting Agency and the Contractor named below:

CONTRACTING AGENCY NAME

Office of Planning and Research, California Volunteers, hereinafter referred to as STATE

CONTRACTOR NAME

City of Bell Gardens, hereinafter referred to as CONTRACTOR/GRANTEE

2. The term of this Agreement is:

START DATE

March 04, 2024 or Upon Approval

THROUGH END DATE

January 31, 2026

3. The maximum amount of this Agreement is:

\$ 250,000.00 [Two Hundred Fifty Thousand Dollars and No Cents]

4. The parties agree to comply with the terms and conditions of the following exhibits, which are by this reference made a part of the Agreement.

Exhibits	Title	Pages
Exhibit A	Scope of Work	29
Exhibit B	Budget Detail and Payment Provisions	2
Exhibit B.1	Cost Sheet	1
+ - Exhibit C *	General Terms and Conditions	Online
+ - Exhibit D	Special Terms and Conditions	13
+ - Exhibit E	Resumes	12

Items shown with an asterisk (\*), are hereby incorporated by reference and made part of this agreement as if attached hereto.

These documents can be viewed at <https://www.dgs.ca.gov/OLS/Resources>

IN WITNESS WHEREOF, THIS AGREEMENT HAS BEEN EXECUTED BY THE PARTIES HERETO.

**CONTRACTOR**

CONTRACTOR NAME (if other than an individual, state whether a corporation, partnership, etc.)

City of Bell Gardens

CONTRACTOR BUSINESS ADDRESS

7100 Garfield Avenue

CITY

Bell Gardens

STATE

CA

ZIP

90201

PRINTED NAME OF PERSON SIGNING

Michael O'Kelly

TITLE

City Manager

CONTRACTOR AUTHORIZED SIGNATURE

DATE SIGNED

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

**STANDARD AGREEMENT**

STD 213 (Rev. 04/2020)

AGREEMENT NUMBER

CV2311401

PURCHASING AUTHORITY NUMBER (If Applicable)

OPR-0650

**STATE OF CALIFORNIA**

CONTRACTING AGENCY NAME

Office of Planning and Research, California Volunteers

CONTRACTING AGENCY ADDRESS

1400 10th Street

CITY

Sacramento

STATE

CA

ZIP

95814

PRINTED NAME OF PERSON SIGNING

Anthony Chavez

TITLE

Director of Operations

CONTRACTING AGENCY AUTHORIZED SIGNATURE

DATE SIGNED

CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL

EXEMPTION (If Applicable)

Exempt - SCM Vol 1, Section 4.04(A)(4)

## PROJECT MANAGEMENT PLAN

**Goal:** Strengthen community networks through neighborhood-driven initiatives focusing on reducing isolation, increasing volunteerism, improving social bonds, and promoting climate action and disaster preparedness.

**Project Overview:** The Neighbor-to-Neighbor Project aims to strengthen community networks through neighborhood-driven initiatives, increase volunteerism, improve social bonds, and promote climate action and disaster preparedness.

### 1. Project Scope

- **Scope Statement:** The project will select under-resourced neighborhoods for targeted engagement strategies to enhance community connectivity and readiness for climate and disaster challenges.
- **Deliverables:** Neighborhood selection and analysis, detailed engagement strategy, twenty-five (25) community projects, including block parties and focus groups, project plans, bi-monthly reports, neighborhood survey summary, grantee updates at quarterly meetings, case study, and final neighborhood survey summary.
- **Constraints:** Limited resources in selected neighborhoods, language barriers, and varying levels of community engagement.
- **Assumptions:** Community members are willing to engage and participate in project activities.

### 2. Cost Management and Procurement Plan

- Specific amounts will be allocated to each category of expenses, ensuring a clear understanding of where funds are being directed and why.
- Regular review of expenditures against the budget to identify and address any variances promptly. This process will involve monthly financial reports and meetings with the project team to discuss financial performance.
- Identifying opportunities to reduce costs without compromising project quality, such as leveraging partnerships with local businesses for in-kind donations of supplies or services and recruiting community volunteers to minimize labor costs.
- Establishing thresholds for expenditures that require approval from the project manager or a steering committee to ensure that spending aligns with project priorities and budget constraints.
- The project team will follow the necessary requirements of the city's procurement process, as identified in Section 3.04 of the Bell Gardens Municipal Code.

### 3. Project Management Structure

**Project Team:** Bell Gardens staff, including the Director of Recreation and Community Services, Director of Public Works, Chief of Police, Director of Community Development, and Assistant to the City Manager, plus community partners selected through a competitive procurement process.

**Partner Organizations/Key Stakeholders:** Community members, local government, non-profit organizations like the Los Angeles Neighborhood Initiative (LANI), schools, and local businesses.

## **Roles and Responsibilities**

### **Project Manager:**

**Elizabeth Nava** leads the Recreation and Community Services Department. In this role, she develops recreation and athletic programs, community social service programs, and senior citizen activities. She exemplifies strong leadership and change management capabilities. Ms. Nava will serve as the Project Manager, tasked with coordinating projects, managing partners, and overseeing reporting. She will dedicate approximately 300 hours to this project.

#### **Project Manager Responsibilities:**

- Strategic planning and program alignment with overarching goals.
- Resource allocation and budget oversight for the entire program.
- Stakeholder engagement and communication.
- Program performance monitoring and reporting.
- Risk management and mitigation across the program.
- Cost management

### **Project Assistants:**

- **Gus Romo** is the Director of Community Development. In this role, he coordinates and manages community development activities within the city, conducts program evaluation, and coordinates with other department heads on community development needs. He exemplifies strong budgeting and community engagement capabilities. Mr. Romo will support Ms. Nava in the planning and execution of various projects, including block parties and community cleanups. He will dedicate approximately 100 hours to this project.
- **Bernie Iniguez** is the Director of Public Works. He oversees the design and construction of systems and facilities within the city. He further manages the maintenance and repair of streets, sidewalks, and parks. He demonstrates a strong background in engineering, urban planning, and policy design. Mr. Iniguez will support Ms. Nava in the planning and execution of various projects, including tree planting and disaster preparedness. He will dedicate approximately 100 hours to this project.
- **Paul Camacho** is the Chief of Police. In this role, he directs and coordinates Police Department Activities, implements policies and establishes procedures related to crime prevention, law enforcement, and community services, develops the department budget, and provides technical assistance to the City Manager and City Council. Mr. Camacho will support Ms. Nava in the planning and execution of various projects, including community cleanups and safe routes events. He will dedicate approximately 100 hours to this project.



- **Hailes Soto**, the Assistant to the City Manager, assists the City Manager and department heads with special projects. He works to define problems and propose innovative solutions. He frequently develops summary reports and presentations. For this project, Mr. Soto will support Ms. Nava with various administrative tasks, including partner coordination, the design of promotional materials, program evaluation, and reporting. He will dedicate approximately 75 hours to this project.

**Project Assistant Responsibilities:**

- Detailed planning and execution of their respective tasks.
- Coordination with the Community Outreach Coordinator and other team members.
- Budget management and expense tracking for their projects.
- Quality assurance of project deliverables.
- Reporting progress and challenges to the Project Manager.

**Community Outreach and Event Planning Team:**

**Elizabeth Nava**, Project Manager, will oversee the RCS Department's social media/marketing division that produces all marketing materials for programs. Additionally, **Hailes Soto**, the Assistant to The City Manager, and the **BG Police Department** have marketing components. The three city departments will collectively create social media content, fliers, banners, quarterly publications, and all forms of information dissemination. The **RCS Department** has a survey on its webpage for residents to provide feedback 24/7 365. The city just created a new app that allows residents to provide feedback, submit questions and claims, and communicate more efficiently with the city. The city website has a "Talk to Us" feature where residents and community members can ask specific questions or leave comments that get routed directly to the appropriate department.

**Community Outreach Responsibilities:**

- Leading on-the-ground engagement efforts.
- Building relationships with community members and stakeholders.
- Facilitating communication between the project team and the community.
- Supporting event planning and coordination.
- Assisting with survey distribution and data collection.
- Analyzing collected data from surveys, focus groups, and other sources.
- Recruiting and managing volunteers for various activities.
- Ensuring volunteer safety and engagement.
- Coordinating with the Event Planning Team for volunteer assignments.

**Event Planning Responsibilities:**

- Organizing and executing block parties and community clean-up events.
- Managing logistics, resources, and activities to facilitate community engagement.
- Coordinating with vendors and partners for event supplies and services.

## **Project Team Experience & Knowledge**

The project team consists of five (5) highly qualified city employees who will dedicate 675 hours to this project. The team possesses the experience and knowledge necessary to execute the proposed scope of work. Note that community partners will also be included in the project team. Partners will be selected through a competitive bid process after funding is awarded and will contribute approximately 600 hours to the project.

### **1. Local community development and resiliency building**

Through the Community Development Department, the City of Bell Gardens continues to develop the city by bringing in new businesses, most recently Hamburguesas Uruapan. Additionally, the city is working to rehabilitate brownfields to add low-income housing for the community. The Recreation and Community Services Department (RCS) hosts workshops such as financial literacy training through a partnership with Downey Federal Credit Union to educate residents and help them develop better budgeting and wealth-building habits.

### **2. Cultivating and sustaining neighborhood networks**

The RCS Department works diligently to build meaningful connections with the residents of Bell Gardens. Bell Gardens is an active community, where residents feel inspired to create community groups that serve their interests. One example is a small group of individuals who created the BG Arts group. This group of residents and stakeholders wanted a platform where they could promote the arts and encourage young artists to develop and share their gifts with the community. BG Arts partnered with the Bell Gardens RCS Department to host information booths and volunteer at various events, paint murals in the city, provide free entertainment for city-sponsored activities, and participate in the newly established Bell Gardens Art and Yard Sale Program.

### **3. Facilitating neighborhood events and activities in underserved communities**

According to the SB 535 Disadvantaged Communities Map, the entire city of Bell Gardens is classified as a disadvantaged community. The city's poverty rate stands at a staggering 23.4 percent, meaning nearly 1 in 4 residents live in poverty. The RCS Department hosts various programs, events, and activities, including community special events, social services, toddler, youth, teen, adult, and senior programming, and adaptive recreation programming for adults and children with special needs. A copy of the city's quarterly activity guide is attached for additional information.

### **4. Climate and disaster preparedness**

The RCS Department will be partnering with the American Red Cross for a free smoke detector installation program. Residents will receive an inspection of their home and, if needed, a free smoke detector will be installed. RCS staff will also begin offering CERT (Community Emergency Response Team) training courses, where residents and staff will be trained in disaster response.

Moreover, the Public Works Department hosts free sandbag giveaways for residents during inclement weather. Staff prepare sandbags and help residents put the bags in their vehicles to help them prepare for flooding. In terms of climate action, the city is developing a Climate Action Plan, which will help the city advance its goals surrounding economic development, public health, climate resiliency, and equity while planning for the impacts of climate change.

## **5. Working in third places**

The RCS Department manages all city events and programming hosted at community centers, parks, and public spaces. The Department also seeks innovative partnerships to provide community programming. For example, when the Bell Gardens Aquatic Center closed (for safety reasons), the residents were left without a pool for swimming lessons. RCS staff contacted the local school district (Montebello Unified School District) and entered into an agreement with the district to allow the city to use the Bell Gardens High School pool during the summer months. When the high school pool became unavailable, the RCS Department contacted the neighboring City, Montebello, and entered an agreement, giving Bell Gardens exclusive, year-round use of one of their pools close to the city. This has allowed the City of Bell Gardens to provide year-round swimming lessons and aquatic aerobics classes to its residents.

## **6. Working with nonprofits and community-based organizations**

The RCS Department includes a division called the Community Family Service Center, where the city partners with nonprofit and public organizations to provide resources and services to the community. Organizations like the Human Services Association provide our seniors with congregate and home-delivered meals, and SPIRITT Family Services provides residents in need with social service resources such as counseling, familial support, financial workshops, and health and wellness programs. Also, the city partners with the Los Angeles Regional Food Bank to provide monthly food distributions.

## **7. Technical knowledge and experience**

### *Partnership Development*

Elizabeth Nava has experience with partnership development. To provide Bell Gardens residents with innovative programming, the Recreation and Community Services Department must build and establish strong relationships with local community-based, non-profit, faith-based, and for-profit organizations. She's established ongoing programming with organizations like BG Arts, Latino Equality Alliance, the Bell Gardens Lions Club, SPIRITT Family Services, the local Girl Scout troops, Bell Gardens Boys and Girls Club, All Christian Fellowship Church, the Salvation Army, and many others.

### *Community Development*

Gus Romo demonstrates experience with community development. As Bell Garden's Director of Community Development, he coordinates and manages all community development

activities within the community. He currently manages the Community Development Block Grant (CDBG) program within the city, which can be utilized by community organizations who serve low to moderate income residents. Organizations like the Human Services Association and the Rio Hondo Boys and Girls Club have used these funds to offer elderly transportation and youth educational services, respectively. Mr. Romo also manages a rent relief program and recently created a rent control ordinance.

### *Event Management and Promotion*

Elizabeth Nava (Recreation) and Hailes Soto (Assistant to City Manager) have experience with event management and promotion. The RCS Department has a small social media/marketing division that produces marketing materials for department programs. Additionally, the City Manager's Office and the BG Police Department have marketing components. The three city departments collectively create social media content, fliers, banners, quarterly publications, and all forms of information dissemination. The city also just created a new app that allows residents to provide feedback, submit questions and claims, and communicate more efficiently with the city.

### *Climate Change*

Bernie Iniguez, Public Works Director, demonstrates knowledge and experience with climate action. In 2020, he helped develop the Bell Gardens Complete Street Plan, focused on creating a more walkable and bikeable community. Prioritizing the development of safe infrastructure for alternative modes of transportation reduces vehicle miles traveled, which directly translates to reduced greenhouse gas emissions. Moreover, he is spearheading the development of a city-wide Climate Action Plan, which will help the city plan for the impacts of climate change. Additionally, Gus Romo (Community Development) is working to rehabilitate brownfields to add more low-income housing throughout the community.

### *Disaster Preparedness*

Elizabeth Nava (Recreation), Paul Camacho (Police), and Bernie Iniguez (Public Works) have experience with disaster preparedness. The RCS Department is partnering with the American Red Cross to provide residents with free smoke detector installation as well as workshops teaching residents about emergency preparedness. Additionally, the Police Department and a county fire station are partnering to host a community CERT program. Moreover, the Public Works Department hosts free sandbag giveaways for residents during inclement weather.

### *Volunteer Recruitment and Coordination*

Elizabeth Nava has experience with volunteer recruitment and coordination. The RCS Department regularly recruits volunteer coaches for the Bell Gardens youth sports program, high school seniors to assist with special events and workshops, and community members to participate in various events hosted for the community.

### *Data Analysis and Program Evaluation*

Hailes Soto, Assistant to the City Manager, assists department heads with various projects. Most recently, he helped the RCS Department administer an online survey to allow residents to provide feedback on community programs and events, submit questions and claims, and communicate more effectively with the community. He then organized the survey responses and analyzed the findings.

Staff	Title	Minimun Qualifications							Total Hours Assigned
		1	2	3	4	5	6	7	
Elizabeth Nava	Director of Rec. & Comm. Services	x	x	x	x	x	x	x	300
Bernie Iniguez	Director of Public Works				x			x	100
Paul Camacho	Chief of Police				x		x	x	100
Gus Romo	Director of Comm. Dev	x			x		x	x	100
Hailes Soto	Assistant to The City Manager							x	75

## 1. METHODOLOGY / APPROACH TO WORK

Through the Neighbor-to-Neighbor program, Bell Gardens aims to confront the significant public health challenge of loneliness and social isolation. The program prioritizes analysis to identify and address challenges within Bell Gardens, aiming to understand each community's unique dynamics thoroughly. This understanding is essential for designing interventions that are not only effective but also sustainable. The program identifies the challenges and opportunities by analyzing each neighborhood's complex social, economic, and environmental aspects.

Bell Gardens centers on an asset-based approach that focuses on identifying and utilizing the existing strengths and resources within a community to address challenges and achieve goals. This strategy contrasts with deficit-based models, which concentrate solely on the community's needs and problems. This approach begins with a comprehensive mapping of community assets, including physical spaces (like parks and community centers), local businesses, cultural institutions, and, crucially, the skills, knowledge, and passions of individual community members. This process will help identify various resources that can be leveraged to support the program's objectives. For instance, local businesses might provide venues or resources for community events, while individuals with specific skills can lead workshops or training sessions.

Partnerships will play a critical role in this asset-based approach, particularly in areas requiring specialized knowledge or resources that may not be readily available within the community. These partners will provide first-hand knowledge into effective strategies for equitably and inclusively engaging the neighborhoods, access to additional networks and resources, and support the implementation of the activities and events. For example, partnerships with healthcare organizations can bring mental health expertise into the program, while collaborations with local schools and community organizations like LANI can enhance outreach and engagement efforts.

Most importantly, Bell Gardens' Neighbor-to-Neighbor Project will prioritize equity and inclusion by engaging diverse and multilingual segments of the community in planning, decision-making, and implementation processes, ensuring that interventions are relevant and accessible to all community members, regardless of their background or circumstances. This involvement can take many forms, from community advisory boards and focus groups to leadership roles in organizing events or leading initiatives. Such representation ensures that the program's efforts are grounded in the lived experiences and aspirations of the community, fostering a sense of ownership and commitment among participants.

Throughout the project implementation, Bell Gardens will also utilize Emergent Strategy to ensure the project is adaptive and allows for the development of initiatives in response to the changing needs and dynamics within the community. Rather than adhering strictly to a predetermined plan, the program remains flexible, learning from ongoing activities and outcomes. Adaptability is the foundation for fostering meaningful and impactful neighbor-to-neighbor interactions, enabling the program to respond effectively to emergent community dynamics and ensuring that initiatives remain closely aligned with residents' current needs and



preferences. The insights and adaptable strategies we gather will be actively shared at grantee meetings, allowing us to compare with and learn from other projects across California. This sharing is designed to equip other communities with the insights and frameworks developed within our project, supporting them in fostering their own neighbor-to-neighbor connections.

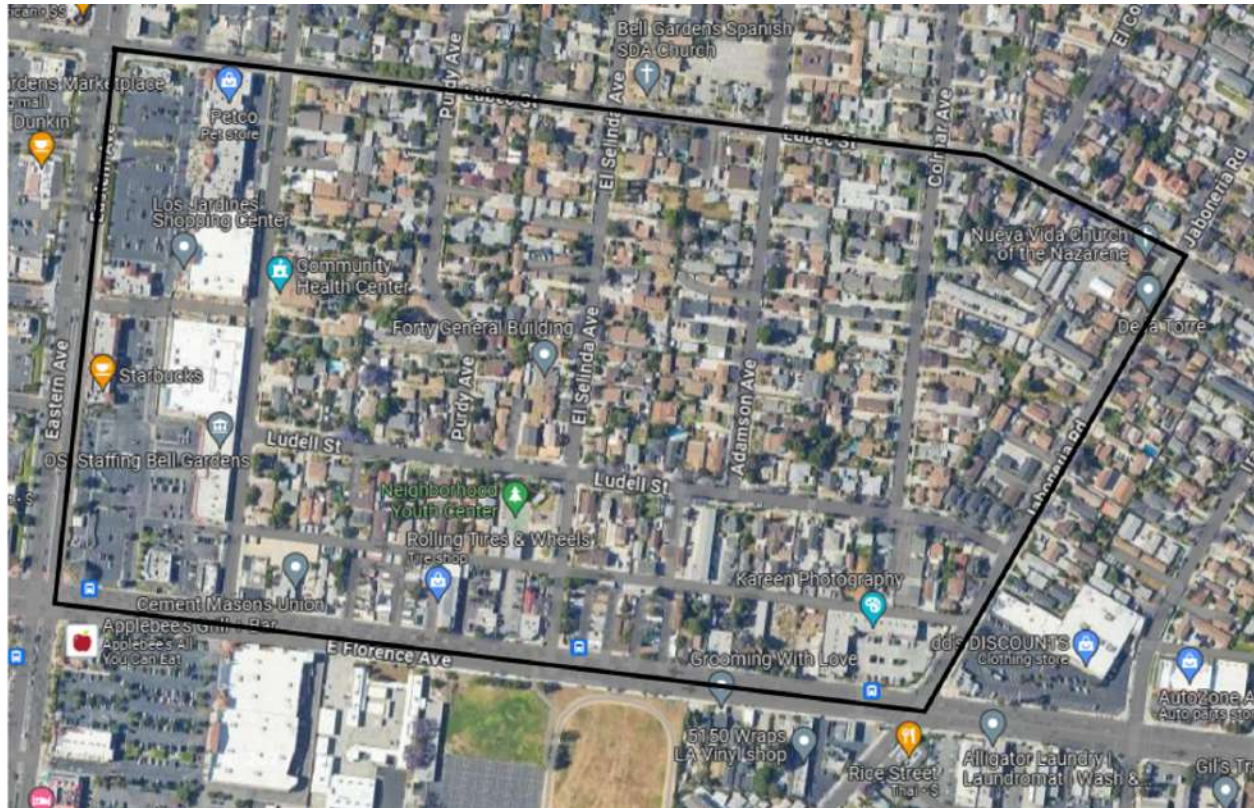
## 2. TASKS / DELIVERABLES

### Task 1: Select Neighborhoods in Under-Resourced Areas and Develop Project Plan

The City of Bell Gardens spans 2.46 square miles and is home to roughly 39,500 residents, many of whom identify as Hispanic or Latino. The median household income is \$53,935, compared to the state average of \$91,905. The city's poverty rate stands at a staggering 23.4 percent, meaning nearly 1 in 4 residents live in poverty. This is almost double the state average. According to the SB 535 Disadvantaged Communities Map, the entire city is classified as a disadvantaged community. Moreover, the city is in the highest percentile for pollution burden, per the CalEnviroScreen 4.0 Map. Similarly, many residents lack access to parks or open space, with 80 percent of residents living in areas with less than 3 acres of parks or open space per 1,000 residents.

Three (3) high risk, under-resourced neighborhoods have been identified for this initiative. These neighborhoods have been strategically selected to cover the northwest, northeast, and southern portions of the city. These neighborhoods further experience high pollution burden and exemplify sensitive population and socioeconomic characteristics. Each neighborhood encompasses less than 500 homes and surrounds a central gathering place within the community.

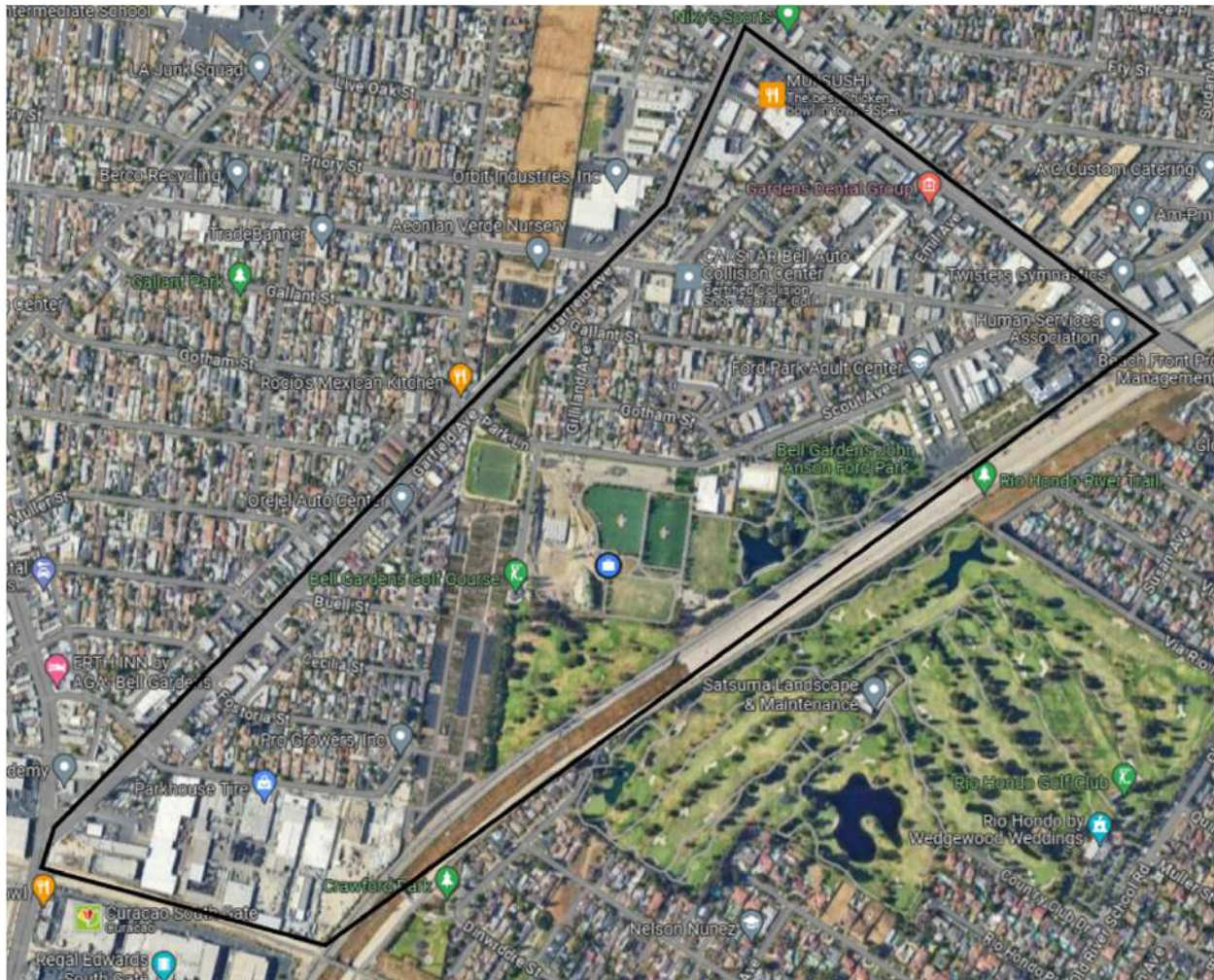
The northwest neighborhood surrounds the Youth Center (5856 Ludell Street) and encompasses a geographic area defined by Lubec Street to the north, Jaboneria Road to the east, Florence Avenue to the south, and Eastern Avenue to the west. According to the CalEnviroScreen 4.0 Map, the number of hazardous waste generators in the area is higher than 89 percent of census tracts in California. Studies have shown that hazardous waste facilities are often located near poor neighborhoods and communities of color and have negative environmental and health impacts. Moreover, 51 percent of adults in the area have less than a high school education, which is higher than 97 percent of California. Additionally, 30 percent of households do not speak English well, falling in the 95th percentile for linguistic isolation.



*Northwest Neighborhood*

The southern neighborhood surrounds John Anson Ford Park (8000 Park Lane), the city's largest park, and encompasses a geographic area defined by Florence Avenue to the north, the San Gabriel River to the east, Shull Street to the south, and Garfield Avenue to the west. This neighborhood is in the 97th percentile for hazardous waste and the 93rd percentile for toxic releases, representing the concentration of chemical toxins in the air. Moreover, the neighborhood is in the 97th percentile for cardiovascular disease, made worse by exposure to pollution, 98th percentile for educational attainment, 97th percentile for linguistic isolation, and 93rd percentile for poverty, amongst other concerning statistics.





*Southern Neighborhood*

Finally, the northeast neighborhood surrounds Veterans Park (6662 Loveland Street) and encompasses a geographic area defined by Foster Bridge Blvd to the north, Scout Avenue to the east, Florence Avenue to the south, and Garfield Avenue to the west. This neighborhood, divided by two census tracts, scores high in toxic releases and cleanup sites, defined as places that are contaminated with hazardous chemicals and require cleanup. Studies have shown that neighborhoods with cleanup sites are generally poorer and have more people of color. Moreover, the area experiences high rates of cardiovascular disease, low educational attainment, linguistic isolation, and poverty, according to the CalEnviroScreen 4.0 Map.





*Northeast Neighborhood*

The proposed Project Plan seeks to leverage a diverse set of partnerships to build upon existing community programming. Projects will take place in or around the identified neighborhoods and central places like parks or community centers. Activities will range from community engagement events, education and training opportunities, climate action and disaster preparedness activities, local volunteer opportunities, and more. A list of the 25 projects is as follows:

#### **May – August 2024**

1. Neighborhood Block Party & Clean-Up (Northwest)
2. Neighborhood Block Party & Clean-Up (South)
3. Neighborhood Block Party & Clean-Up (Northeast)
4. Community-Wide Block Party
5. Safe Routes to School

### **September – December 2024**

- 6.** Tree Planting
- 7.** Community Gardening
- 8.** Food Bank Volunteering
- 9.** Senior to Senior Digital Literacy
- 10.** Climate Action Plan – Community Engagement

### **January – April 2025**

- 11.** Tree Planting
- 12.** Community Gardening
- 13.** Community Clean-Up
- 14.** Safe Routes to Parks
- 15.** Earth Day Celebration

### **May – August 2025**

- 16.** Food Bank Volunteering
- 17.** Senior to Senior Digital Literacy
- 18.** First Aid & CPR Certification
- 19.** Disaster Preparedness Tabling
- 20.** Climate Action Plan – Community Engagement

### **September – December 2025**

- 21.** Tree Planting
- 22.** Food Bank Volunteering
- 23.** Community Clean-Up
- 24.** Safe Routes to Public Transportation
- 25.** Final Block Party Celebration

### **Task 2: Survey Selected Neighborhoods to Determine Priorities and Activities of Interest**

The first three (3) projects will involve neighborhood-specific block parties and cleanups. During these events, the project and project team will be introduced, and residents will be surveyed. Survey questions will focus on understanding how long residents have lived in the community, their perceived level of connectedness to their neighbors, concerns for the neighborhood, and interest in joining a neighborhood group, amongst other data

points. With high rates of linguistic isolation, the survey will be available in both English and Spanish. To streamline data collection and analysis, the survey will be available online, with paper surveys available for those who prefer this option.

Participants will break out into smaller focus groups, allowing the city to identify neighborhood leaders and better understand neighborhood needs and interests. One potential partner is the Los Angeles Neighborhood Initiative (LANI). Their approach to community engagement, termed the LANI model, focuses on facilitating dialogue and participation among stakeholders, building bridges between the community and local government, and facilitating compromise to deliver meaningful, broadly supported results.

To gather input from individuals unable to attend the neighborhood block parties, the city will offer an online survey before and after the events. To promote the survey, the city will utilize existing partners in the area, including schools, churches, the Senior Center, the Human Services Association, and the Boys and Girls Club. Paper surveys will also be available at select community locations. Before implementation, California Volunteers will approve all survey materials and focus group structures.

At the final block party, initial survey results will be shared. According to the Urban Institute, sharing findings with participants promotes respect, as it avoids treating individuals as a means to an end, and can be educational for everyone involved. At the end of the block party, the survey will be redistributed. A minimum of 15 minutes will be dedicated to completing the survey, as Creating Communities of Practice reports that scheduling time to complete surveys during in-person sessions ensures higher completion



rates and more detailed responses. Ultimately, surveying at different points throughout the project allows the city to analyze changes in attitudes, gather data about what worked and didn't, and collect perceptions about the overall experience. The city aims to increase feelings of connectedness within the neighborhoods by at least 20 percent. Upon project completion, a summary of the survey and focus group findings will be available.

### **Task 3: Host a Kickoff Block Party or Similar Event for Neighbors to Connect with One Another**

As previously stated, a kickoff block party and community cleanup will be hosted in each of the neighborhoods. The events will take place at central, easily accessible locations, including the Youth Center in the northwest neighborhood, Ford Park in the southern neighborhood, and Veterans Park in the northeast neighborhood. In collaboration with California Volunteers, a sign in process will be established, facilitating the collection of residents' contact information for future updates and correspondence.

Each event will begin with the project team, comprising city staff and community partners, introducing themselves, giving an overview of the project, and highlighting their specific role in the project. Residents will then be asked to complete a brief survey (described above). Residents will break out into focus groups facilitated by a community partner such as the Los Angeles Neighborhood Initiative (LANI). The goal is to cultivate an environment where residents feel empowered to participate in meaningful discussions about neighborhood needs and interests.

Following these activities, a neighborhood wide cleanup will commence, providing an informal way for residents to connect with one another. Volunteer efforts will focus on the designated geographic areas for each neighborhood, prioritizing trash removal and landscaping enhancements. Walk audits will be conducted concurrently to identify necessary sidewalk or curb ramp improvements. The community cleanup will commence with landscaping efforts focused on a business within the neighborhood, reciprocated by the provision of snacks and beverages.

After the initial neighborhood block parties, a city-wide block party aimed at fostering connections among residents from different neighborhoods will take place at Ford Park. This event will offer a platform for neighborhood leaders to voluntarily share discussions from focus group meetings, share experiences with the cleanup, and articulate their visions for their neighborhoods. This encourages idea exchange among neighborhoods. To incentivize participation, the event will be centered around a potluck-style picnic.

The final block party will showcase accomplishments throughout the project's duration. Participants will be re-surveyed to assess shifts in attitudes and gather feedback on effective strategies. A partnership with Bell Gardens High School's Visual and Performing Arts Department will offer a band or dance performance, incentivizing participation in this event. Additionally, residents demonstrating outstanding participation through the project will be acknowledged and awarded donated prizes.

#### **Task 4: Develop and Facilitate Projects**

The project team will utilize survey and focus group findings to finalize the Project Plan, ensuring alignment with stakeholder needs and preferences. Currently, the Project Plan encompasses a range of activities, including community engagement events, education and training opportunities, climate action and disaster preparedness activities, local volunteer opportunities, and more. With these projects, the city seeks to improve social bonds and interactions within the community, mitigate feelings of isolation or loneliness, increase volunteerism and community engagement, and promote climate action and disaster preparedness.

An explanation of each project follows. Note that projects will be tailored to the survey results and approved by California Volunteers before implementation. Once approved, all projects will be hosted and managed through California Volunteers' management tool, Golden Volunteers.

##### *Safe Routes Events*

Three (3) safe routes events will be conducted, focusing on essential locations within the community including schools, parks, and public transportation. The Safe Routes to School event will be hosted at Suva Intermediate School, pending school district approval. The event will teach children about bicycle and pedestrian safety, provide free bike repairs, and help children establish safe routes to school. This encourages eco-friendly transportation, promotes physical activity, and allows children to socialize before the school year begins. Potential partners include local schools and Walk 'n Rollers.

The Safe Routes to Parks event will be hosted at Ford Park and will help residents identify safe walking and biking routes to parks within the community. According to California's Park Access Tool, only 6 percent of residents live further than half a mile from a park, indicating that walking to parks is feasible for most residents, assuming safe routes are established. At this event, residents will participate in a mapping exercise in which they will highlight a safe route from their home to a nearby park. The final product will be a map that highlights different safe routes to parks throughout the community. This will show connection points between routes and areas in which safer routes should be established. A potential partner capable of spearheading this event is the Safe Routes Partnership.

Finally, the Safe Routes to Public Transportation event will occur in and around the northeast neighborhood, as there are several bus stops along Garfield Avenue. Beautification efforts at bus stops will be prioritized, including basic landscaping and sidewalk art. The goal is to make bus stops more inviting, encouraging greater use of public transportation. Residents will then convene at Veterans Park, where they will learn how to establish safe routes to public transportation. Resources tailored to first time riders will be distributed, including information on how to check bus schedules or how to load your bike onto a bus. A potential partner is LA Metro, which operates the 110 routes along Garfield Avenue and is currently working to advance active transportation throughout the county.

### *Tree Planting*

The city will host three (3) tree planting events, with locations determined by residents and the Public Works Department. During the first event, residents will conduct a tree inventory to determine areas in which tree coverage should be expanded. Individuals will plant trees while learning about the species they are planting. The next event will teach people how to care for the newly planted trees and involve more tree planting. To encourage participation and the utilization of learned skills, trees will be given to participants to plant in their own backyards. For the final tree planting event, residents will nominate people to have trees planted in their honor. A viable partner for this initiative is Tree People, a community-based organization that brings communities together to combat climate change and social justice issues. The organization helps communities' plant and care for trees, learn about the maintenance lifecycle, and harvest rain for watering, amongst other initiatives.

### *Community Gardening*

The residents of Bell Gardens value their community garden, located at 7760 Scout Ave, so much so that there is a multi-month waitlist to join the garden. The city seeks to revamp the community garden while equipping residents with the skills necessary to create or maintain a similar garden in their own backyard. Two community gardening events will be conducted. The first will teach residents about sustainable gardening practices and have current owners of the plots give an overview of their gardens. During this event, residents will establish a plan for revitalizing the garden, incorporating feedback from owners of the plots. The second event will involve residents performing maintenance on communal areas of the garden, plus any high priority plots identified in the first session. Placemaking initiatives such as painting benches or repairing fences will also occur. Potential partners include local Girl Scout troops and Master Gardeners, an initiative through the American Horticultural Society that sends volunteers to communities to give lectures and create or improve gardens, amongst other initiatives.

### *Food Bank Volunteering*

Bell Gardens currently serves as a partner agency for the Los Angeles Regional Food Bank. Through this mutually beneficial partnership, food is received from the Food Bank and distributed to the local community at Veterans Park. However, it can be difficult to recruit volunteers for this initiative. Thus, the city seeks to dedicate three projects from the Project Plan to volunteering for the Food Bank. Information about this volunteer opportunity will be highlighted at other neighborhood events and distributed throughout the community, utilizing partnerships with the local high school, churches, and the Community and Family Service Center. Benefits will be highlighted, including using this opportunity to meet high school or church volunteer requirements.

### *Senior to Senior Digital Literacy*

Two educational sessions will be conducted, where high school seniors will provide basic digital literacy training to senior residents. This serves as a disaster preparedness measure, as it promotes community wide digital literacy, allowing the city to disseminate information during emergencies. The sessions will take place at the Clara Senior Center, located at 6722 Clara Street. The first session will allow students to meet the seniors and understand their specific needs. The second session will involve students teaching curriculum centered around needs identified in the first session. This further promotes community connectedness and can combat feelings of isolation. To incentivize participation for high school seniors, a certificate of completion will be awarded, bolstering their resumes and allowing them to use these volunteer hours for various school or church requirements. Community partners include the California Department of Aging, Bell Gardens High School, and the Clara Senior Center.

### *Climate Action Plan Engagement*

The city is currently requesting proposals from qualified firms to help develop a city-wide Climate Action Plan. Community engagement for this plan will be necessary before the end of 2024 and likely around the summer of 2025. Thus, two projects within the Project Plan have been dedicated to community engagement for this plan. A potential partner for this initiative includes the Gateway Cities Council of Governments, which offers a Climate Action Planning (CAP) framework intended to help communities advance economic development, public health, climate resiliency, and equity while planning for the impacts of climate change.

### *Community Clean-Up*

In addition to the three neighborhood kick-off cleanups (described above), two additional cleanups will be hosted, at Ford Park and Veterans Park, the city's two largest parks. Volunteers will focus on trash removal, basic landscaping improvements, and placemaking initiatives such as painting benches or sidewalks. Potential partners include Bell Gardens Recreation, Public Works, and Police Departments, and local Girl Scout troops. BG Art, a group of local artists, also stands as a valuable partner for placemaking initiatives, building on their existing partnership with the city to paint murals throughout the community.

### *Earth Day Celebration*

The Bell Gardens Earth Day Celebration is a popular event in the community, occurring every April at Veterans Park. At this event, residents can participate in tree planting, butterfly releases, and fun activities for all ages. The city seeks to build upon this event to incorporate more educational components. The city will focus on showcasing sustainable living practices including community gardening, composting, harvesting rainwater, or choosing active transportation modes. Partners that can bring this vision to life include the Gateway Cities COG, LA Compost, Tree People, and the Boys and Girls Club. Residents that have participated in other projects within the program, including tree planting, community gardening, or a safe routes event will be invited to help manage a booth, share their insights, and solicit volunteers for future activities.

### *First Aid and CPR Training*

The Bell Gardens Recreation and Community Services (RCS) Department will soon offer a CERT (Community Emergency Response Team) training course, where residents and city staff are trained in disaster response. Building upon this program, the city will offer First Aid and CPR certification at the Community and Family Service Center (6662 Loveland Street). This enhances community responsiveness during emergencies and boosts residents' resumes, promoting workforce development. Potential partners include Red Cross and California Governor's Office of Emergency Services (CalOES).

### *Disaster Preparedness Tabling*

The city continuously seeks to improve its Art and Yard Sale Event, which occurs at Veterans Park every Friday. To educate the community and promote disaster preparedness, the city will set up tables at this event to teach residents essential survival skills, including how to create an emergency preparedness kit and evacuation plan. The city will further highlight the importance of establishing connections with neighbors to ensure support during emergencies. Once again, Red Cross and CalOES stand as valuable partners for educating the community. The Bell Gardens Public Works Department will also highlight resources available to the community. For example, the department hosts free sandbag giveaways during inclement weather.

In terms of marketing these events, our approach includes a robust digital campaign using our website and social media platforms like Facebook, Instagram, and TikTok. We will also leverage existing relationships with schools, churches, the Senior Center, the Community and Family Service Center, the Human Services Association, and the Boys and Girls Club, amongst other community organizations. In collaboration with these partners, the city will organize targeted information sessions at schools and community centers to advertise and answer any questions about the program.

The city will reach residents directly through informational booths at community events or public spaces, providing interested individuals with the opportunity to learn about the program. Our graphic design team will develop brochures and promotional materials, available in both English and Spanish and co-branded with California Volunteers, to disseminate at these events.

Bell Gardens is committed to the following deliverables:

- Project Plans
- Bi-Monthly Reports
- Neighborhood Survey Summary
- Grantee Updates at Quarterly Meetings
- Case Study
- Final Neighborhood Survey Summary



## Task 5: Attend Quarterly Neighbor-to-Neighbor Grantee Meetings

The City of Bell Gardens will attend quarterly Neighbor-to-Neighbor Grantee meetings facilitated by California Volunteers to share and gain insights regarding neighborhood surveys and projects, discuss relevant topics in the field, and identify areas for further collaboration. The city is committed to attending these meetings and providing a comprehensive update on its program.

### 3. WORK PLAN

#### Task 1: Select Neighborhoods in Under-Resourced Areas and Develop Project Plan

**Objective:** To conduct a thorough analysis of selected neighborhoods, create an engagement strategy, and finalize the project plan aimed at bolstering community connections, volunteerism, and preparedness for climate and disaster-related challenges.

#### Activities:

##### 1. Landscape Analysis

- Objective: Understand the broader context within which the neighborhoods operate, including social, economic, and environmental factors.
- Methodology: Utilize public data, previous research, and direct community engagement to gather comprehensive information about the neighborhoods.
- Responsibility: Community Outreach Team, supported by partner organizations
- Timeline: Month 1.

##### 2. Asset Mapping

- Objective: Identify existing resources within each neighborhood, highlighting community centers, parks, local businesses, and other “third places” where community members can gather outside of their homes and workplaces. This activity also includes identifying key community leaders and organizations that can facilitate the implementation of project events and activities.
- Methodology: Conduct field visits and interviews with key stakeholders and map out resources in the community that can be leveraged to improve project outcomes.
- Responsibility: Community Outreach Team, supported by partner organizations
- Timeline: Month 1-2.

##### 3. Stakeholder Analysis

- Objective: To effectively identify, understand, and engage all relevant stakeholders to ensure their perspectives and needs are considered, thereby maximizing the project’s impact on enhancing community connectivity, volunteerism, and resilience to climate and disaster challenges.
- Methodology: Utilize the asset map to systematically identify, categorize, analyze, prioritize, and engage stakeholders based on their interest, influence, and impact on the project to develop and implement tailored engagement strategies.

- Responsibility: Community Outreach Team, supported by partner organizations
- Timeline: Month 1-2.

#### 4. SWOT Analysis

- Objective: Analyze Strengths, Weaknesses, Opportunities, and Threats related to each neighborhood to inform the project plan.
- Methodology: Compile data from the landscape analysis and asset mapping to perform a SWOT analysis, engaging community stakeholders in the process for grounded insights.
- Responsibility: Community Outreach Team, supported by partner organizations
- Timeline: End of Month 2.

#### 5. Develop and Submit Project Plans Throughout the Grant Duration

- Objective 4.1: Consolidate insights from the landscape analysis, asset mapping, and SWOT analysis to outline a comprehensive project plan.
- Objective 4.2: Establish a strategy to effectively engage community members and stakeholders in the planning and implementation of project activities.
- Objective 4.3: Develop a running calendar of projects and set up volunteer management system through Golden Volunteers.
- Objective 4.4: Establish data collection and management metrics and processes.
- Methodology: Develop a tailored outreach plan that includes owned media assets/ communication channels, marketing and branding kit, stakeholder engagement activities, and volunteer recruitment strategies.
- Responsibility: Community Outreach and Event Planning Team, Partner Organizations

### Task 2: Surveying Selected Neighborhoods to Determine Priorities and Activities of Interest

**Objective:** To conduct comprehensive surveys and focus groups within selected neighborhoods to identify resident priorities, interests, and concerns, and to gauge the level of community connectedness.

#### Logistics and Tools:

- Online Survey Platforms: To create and distribute digital surveys.
- Printed Materials: For paper surveys and promotional materials.
- Partnerships: Collaborate with local organizations and institutions to reach a wider audience.
- Approval Process: Ensure all survey materials and focus group structures are approved by California Volunteers prior to implementation.

#### Activities:

##### 1. Pre-Event Survey Distribution

- Description: Distribute surveys online and in paper form before the neighborhood events to collect initial data on residents' views, concerns, and interests. Ensure surveys are bilingual, reflecting the community's predominant Hispanic or Latino identity.
- Responsibility: Community Outreach Team

- Timeline: 2 weeks prior to the first block party.

## **2. Neighborhood Block Parties and Clean-Ups**

- Description: Organize neighborhood-specific events to introduce the project team, engage the community, and conduct surveys and focus groups. Use these events to identify neighborhood leaders and gather detailed insights into community needs.
- Responsibility: Community Outreach and Event Planning Team
- Timeline: Scheduled across 3 selected neighborhoods within the first project quarter.

## **3. Survey and Focus Group Implementation During Events**

- Description: Conduct surveys and break out into smaller focus groups during the events to capture a wide range of data and insights. Partner with organizations like the Los Angeles Neighborhood Initiative (LANI) to facilitate meaningful dialogue.
- Responsibility: Community Outreach Team, Partner Organizations
- Timeline: Concurrent with each block party and clean-up event.

## **4. Post-Event Online Survey Distribution**

- Description: Offer the survey online after the events to capture input from individuals unable to attend. Promote the survey through partners such as schools, churches, and community centers.
- Responsibility: Community Outreach Team
- Timeline: 2 weeks following each block party

## **5. Data Analysis and Feedback Sharing**

- Description: Analyze collected data to identify trends, changes in attitudes, and effectiveness of the activities. Share initial findings at the final block party and provide a comprehensive summary upon project completion.
- Responsibility: Community Outreach Team
- Timeline: Ongoing, with initial findings shared at the final block party and a comprehensive summary available upon project completion

## **6. Goal Setting and Monitoring**

- Description: Aim to increase feelings of connectedness within the neighborhoods by at least 20 percent, based on survey responses. Monitor changes and perceptions throughout the project.
- Responsibility: Project Team
- Timeline: Throughout the project duration, with specific benchmarks set after each survey distribution

## **Task 3: Host a Kickoff Block Party or Similar Event for Neighbors to Connect with One Another**

**Objective:** To foster community connections, gather input on neighborhood needs, and engage residents in beautification efforts through kickoff block parties and a city-wide celebration

## Activities

### 1. Pre-Event Planning and Coordination

- Activities: Identify and secure event locations, coordinate with California Volunteers for event setup and sign-in process establishment.
- Timeline: 2 months prior to the event
- Responsible: Community Outreach and Event Planning Team
- Resources Needed: Venue permissions, event setup supplies, volunteer sign-in system.

### 2. Team and Partner Introductions

- Activities: Prepare introductory presentations for the project team and community partners.
- Timeline: 1 month prior to the event
- Responsible: Community Outreach Team, Partner Organizations
- Resources Needed: Presentation materials, sound systems.

### 3. Survey Distribution Preparation

- Activities: Develop and print surveys; plan for distribution and collection at the event.
- Timeline: 3 weeks prior to the event
- Responsible: Community Outreach Team
- Resources Needed: Printed surveys, collection boxes, pens.

### 4. Focus Group Organization

- Activities: Coordinate with LANI or similar partners to facilitate focus groups; prepare discussion guides.
- Timeline: 1 month prior to the event
- Responsible: Community Outreach Team, Partner Organizations
- Resources Needed: Discussion guides, seating arrangements for groups.

### 5. Neighborhood Cleanup Planning

- Activities: Map out cleanup areas, gather tools and materials, organize volunteer groups.
- Timeline: 1 month prior to the event
- Responsible: Project Assistant
- Resources Needed: Cleaning tools, trash bags, gloves, refreshments for volunteers.

### 6. Event Execution

- Activities: Host kickoff block parties, conduct surveys and focus groups, initiate neighborhood cleanup.
- Timeline: Scheduled date for each neighborhood event
- Responsible: Entire Project Team
- Resources Needed: Event supplies, food and beverages, entertainment setups.

### 7. City-Wide Block Party Organization

- Activities: Plan and execute a city-wide block party at Ford Park, including potluck arrangements, to be approved by the Health Department, and sharing of focus group outcomes.

- Timeline: After initial neighborhood events
- Responsible: Community Outreach and Event Planning Team
- Resources Needed: Food and beverage coordination, entertainment, potluck supplies.

## 8. Final Celebration and Feedback Collection

- Activities: Organize the final block party to showcase project accomplishments and collect feedback via surveys.
- Timeline: End of project timeline
- Responsible: Community Outreach and Event Planning Team
- Resources Needed: Event supplies, performance setup, survey distribution and collection.

## Task 4: Develop and Facilitate Projects

**Objective:** To use survey and focus group findings to implement various community engagement events and initiatives, improving social bonds, volunteerism, climate action, and disaster preparedness in Bell Gardens.

### Activities:

#### 1. Safe Routes Events

- Activities: Organize three events focusing on safety and eco-friendly transportation.
- Timeline: Q2-Q3 2024
- Responsible: Project Assistant, Community Outreach and Event Planning Team, Partner Organizations
- Resources Needed: Partnership agreements, event supplies, promotional materials.

#### 2. Tree Planting

- Activities: Conduct tree inventory, host planting events, and educational workshops.
- Timeline: Q3 2024
- Responsible: Project Assistant, Public Works Department, Community Outreach Team, Partner Organization
- Resources Needed: Trees, planting tools, educational materials.

#### 3. Community Gardening

- Activities: Revitalize the community garden, host sustainable gardening workshops.
- Timeline: Q2-Q3 2024
- Responsible: Project Assistant, Public Works Department, Community Outreach Team, Partner Organization
- Resources Needed: Gardening supplies, educational materials, workshop facilitators.

#### 4. Food Bank Volunteering

- Activities: Promote and facilitate volunteering for the food bank.
- Timeline: Ongoing, with focused efforts in Q2-Q4 2024
- Responsible: Project Assistant, Community Outreach Team, Partner Organization
- Resources Needed: Volunteer schedules, promotional materials.

### **5. Senior to Senior Digital Literacy**

- Activities: Conduct digital literacy training sessions.
- Timeline: Q4 2024
- Responsible: Program Manager, Senior Recreation Representative, High School Coordinator
- Resources Needed: Training materials, digital devices.

### **6. Climate Action Plan Engagement**

- Activities: Lead community engagement for Climate Action Plan development.
- Timeline: Q2 2025 (preparatory work in Q4 2024)
- Responsible: Project Assistant, Community Development Department
- Resources Needed: Engagement tools, partnership support.

### **7. Community Clean-Up**

- Activities: Organize clean-up events at parks and public spaces.
- Timeline: Q2, Q3 2024
- Responsible: Community Outreach and Event Planning Team
- Resources Needed: Cleaning supplies, volunteer gear.

### **8. Earth Day Celebration**

- Activities: Enhance Earth Day event with educational components.
- Timeline: April 2025
- Responsible: Community Outreach and Event Planning Team, Partner Organizations
- Resources Needed: Event materials, partner contributions.

### **9. First Aid and CPR Training**

- Activities: Offer certification courses in First Aid and CPR.
- Timeline: Q3-Q4 2024
- Responsible: Project Assistant, Community Outreach Team, Partner Organization
- Resources Needed: Training kits, certified instructors.

### **10. Disaster Preparedness Tabling**

- Activities: Educate residents on disaster preparedness at local events.
- Timeline: Ongoing, with peak activity in Q3 2024
- Responsible: Project Assistant, Community Outreach Team, Partner Organization
- Resources Needed: Educational materials, emergency kits for demonstration.

### **Task 5: Attend Quarterly Neighbor-to-Neighbor Grantee Meetings**

Objective: To participate actively in quarterly Grantee meetings hosted by California Volunteers, sharing progress, insights from the Neighbor-to-Neighbor Project in Bell Gardens, and exploring opportunities for collaboration and improvement.



## Activities

### 1. Pre-Meeting Preparation

- Activities: Compile updates on neighborhood surveys, project progress, and any challenges or successes encountered. Prepare a presentation or report summarizing these updates.
- Timeline: 2 weeks prior to each quarterly meeting
- Responsible: Project Manager
- Resources Needed: Project data, presentation software, meeting materials.

### 2. Collaboration Opportunities Identification

- Activities: Review upcoming meeting agenda to identify potential areas for collaboration with other grantees or California Volunteers that could be discussed during the meeting.
- Timeline: 1 week prior to each quarterly meeting
- Responsible: Project Manager
- Resources Needed: Meeting agenda, project summaries from other grantees.

### 3. Meeting Attendance

- Activities: Attend the quarterly Grantee meetings, participate in discussions, present Bell Gardens' updates, and engage with other grantees and California Volunteers staff.
- Timeline: Date of each quarterly meeting
- Responsible: Project Manager, Project Assistants
- Resources Needed: Meeting invitation, transportation, meeting materials.

### 4. Post-Meeting Debrief

- Activities: Conduct an internal debrief to discuss key takeaways, potential collaborations identified, and any feedback received during the meeting. Outline steps for incorporating new ideas or feedback into the ongoing project.
- Timeline: Within 1 week after each quarterly meeting
- Responsible: Project Manager, Entire Project Team
- Resources Needed: Meeting notes, debrief space, action item tracker.

### 5. Follow-Up Actions

- Activities: Implement any agreed-upon actions or collaborations stemming from meeting discussions. This may include adjusting project strategies, initiating new partnerships, or sharing additional information requested by California Volunteers or other grantees.
- Timeline: Ongoing, as determined by specific actions
- Responsible: Project Manager, Relevant Team Members
- Resources Needed: Project management tools, collaboration platforms, contact lists.

### 6. Reporting and Documentation

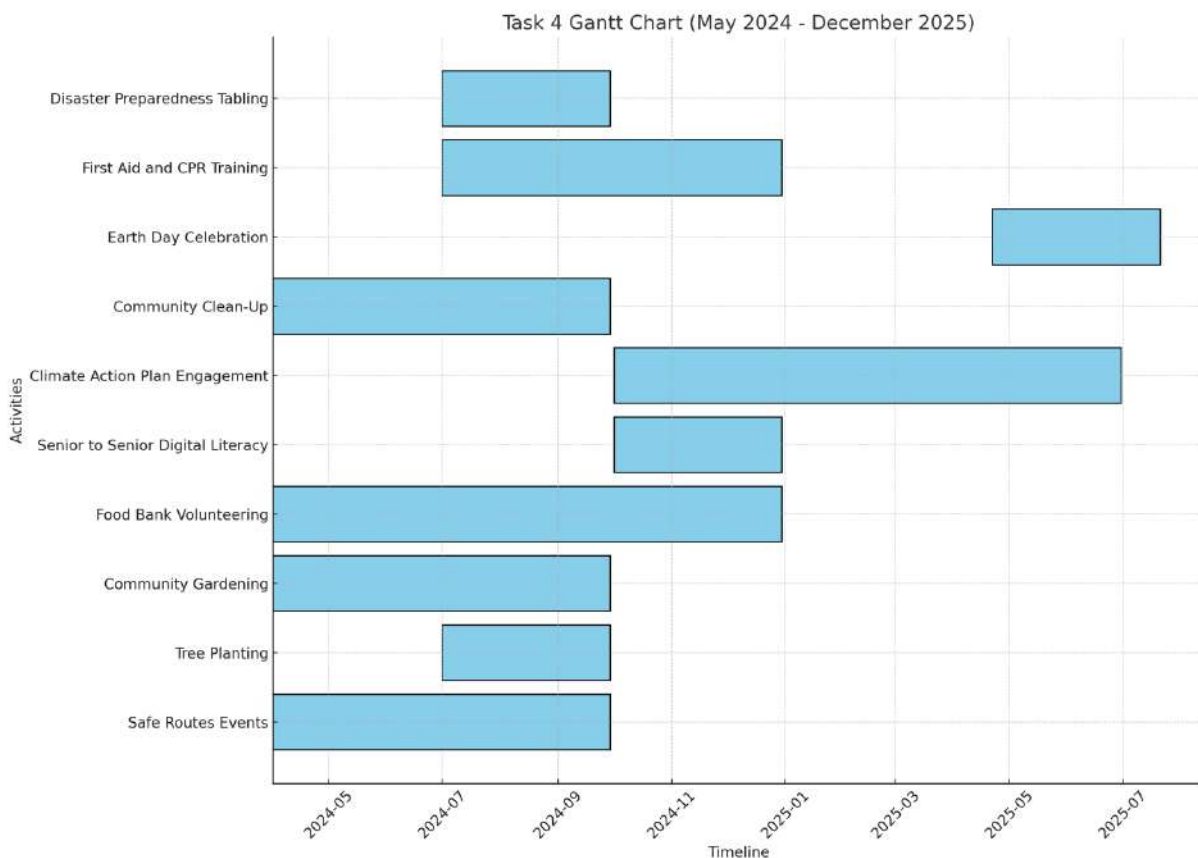
- Activities: Document key outcomes of each quarterly meeting and track the progress of follow-up actions. Include summaries in project reports or updates to stakeholders.
- Timeline: Ongoing, with updates prepared for partner/stakeholder reports
- Responsible: Project Manager
- Resources Needed: Documentation tools, report templates.

Activity	Objective	Timeline
<b>Task 1: Select Neighborhoods in Under-Resourced Areas and Develop Project Plan</b>		
Landscape Analysis	Understand the broader context of neighborhoods.	Month 1
Asset Mapping	Identify resources and key community leaders.	Month 1-2
Stakeholder Analysis	Engage relevant stakeholders for project impact.	Month 1-2
SWOT Analysis	Analyze Strengths, Weaknesses, Opportunities, and Threats.	End of Month 2
Develop and Submit Project Plan	Consolidate insights to outline a comprehensive project plan.	<b>Project Plan #1</b> April 30, 2024 <b>Project Plan #2</b> August 31, 2024 <b>Project Plan #3</b> December 31, 2024 <b>Project Plan #4</b> April 30, 2025 <b>Project Plan #5</b> August 31, 2025
<b>Task 2: Surveying Selected Neighborhoods to Determine Priorities and Activities of Interest</b>		
Pre-Event Survey Distribution	Distribute surveys to collect initial data on residents' views and interests.	2 weeks prior to the first block party
Neighborhood Block Parties and Clean-Ups	Introduce the project team, engage the community, and gather insights into community needs.	Scheduled across 3 selected neighborhoods within the first project quarter
Survey and Focus Group Implementation During Events	Capture a wide range of data and insights through surveys and focus groups during events.	Concurrent with each block party and clean-up event
Post-Event Online Survey Distribution	Capture input from individuals unable to attend the events and promote the survey.	2 weeks following each block party
Data Analysis and Feedback Sharing	Analyze data to identify trends and share findings with the community.	Ongoing, with initial findings shared at the final block party



Goal Setting and Monitoring	Increase feelings of connectedness within the neighborhoods by at least 20 percent.	Throughout the project duration
<b>Task 3: Host a Kickoff Block Party or Similar Event for Neighbors to Connect with One Another</b>		
Pre-Event Planning and Coordination	Identify and secure event locations, coordinate event setup and sign-in process.	2 months prior to the event
Team and Partner Introductions	Prepare introductory presentations for project team and community partners.	1 month prior to the event
Survey Distribution Preparation	Develop, print, and plan for survey distribution and collection at the event.	3 weeks prior to the event
Focus Group Organization	Coordinate with partners to facilitate focus groups and prepare discussion guides.	1 month prior to the event
Neighborhood Cleanup Planning	Map out cleanup areas, gather materials, and organize volunteer groups.	1 month prior to the event
Event Execution	Host kickoff block parties, conduct surveys and focus groups, initiate cleanup.	Scheduled date for each neighborhood event
City-Wide Block Party Organization	Plan and execute a city-wide block party, including potluck and sharing outcomes.	After initial neighborhood events
Final Celebration and Feedback Collection	Organize a final block party to showcase accomplishments and collect feedback.	End of project timeline
<b>Task 4: Develop and Facilitate Projects (see Gantt Chart Below)</b>		
<b>Task 5: Attend Quarterly Neighbor-to-Nighbor Grantee Meetings</b>		
Pre-Meeting Preparation	Compile updates on surveys, project progress, and prepare summary presentation/report.	2 weeks prior to each quarterly meeting
Collaboration Opportunities Identification	Identify collaboration opportunities with other grantees or California Volunteers.	1 week prior to each quarterly meeting

Meeting Attendance	Participate in quarterly meetings, present updates, and engage with other participants.	Date of each quarterly meeting
Post-Meeting Debrief	Discuss key takeaways, potential collaborations, and feedback received during the meeting.	Within 1 week after each quarterly meeting
Follow-Up Actions	Implement actions or collaborations stemming from meeting discussions.	Ongoing, as determined by specific actions
Reporting and Documentation	Document outcomes of meetings and track progress of follow-up actions for reporting.	Ongoing, with updates prepared for partner/ stakeholder reports



## PROJECT REPRESENTATIVES

The Project Representatives for this agreement are:

Organization:	Office of Planning & Research	City of Bell Gardens
Name:	Elissa Lee, Director of Community Engagement	Elizabeth Nava, Director of Recreation and Community Services
Address:	1400 Tenth Street Sacramento, CA 95814	8000 Park Lane Bell Gardens, CA 90201
Phone:	N/A	562-807-7650
Email:	<a href="mailto:elissa.lee@cv.ca.gov">elissa.lee@cv.ca.gov</a>	<a href="mailto:enava@bellgardens.org">enava@bellgardens.org</a>

Direct all contractual inquiries to:

Organization:	Office of Planning & Research	City of Bell Gardens
Name:	Paul Wong, Accounting & Procurement Specialist	Elizabeth Nava, Director of Recreation and Community Services
Address:	1400 Tenth Street Sacramento, CA 95814	8000 Park Lane Bell Gardens, CA 90201
Phone:	N/A	562-807-7650
Email:	<a href="mailto:paul.wong@cv.ca.gov">paul.wong@cv.ca.gov</a>	<a href="mailto:enava@bellgardens.org">enava@bellgardens.org</a>

Direct all financial inquiries to:

Organization:	Office of Planning and Research	City of Bell Gardens
Name:	Accounts Payable	Elizabeth Nava, Director of Recreation and Community Services
Address:	1400 Tenth Street Sacramento, CA 95814	8000 Park Lane Bell Gardens, CA 90201
Phone:	N/A	562-807-7650
Email:	<a href="mailto:AccountsPayable@opr.ca.gov">AccountsPayable@opr.ca.gov</a>	<a href="mailto:enava@bellgardens.org">enava@bellgardens.org</a>

**EXHIBIT B**  
**BUDGET DETAIL AND PAYMENT PROVISIONS**

**A. INVOICING AND PAYMENT**

1. For services satisfactorily rendered, and upon receipt and approval of the invoice for each completed task and deliverable, the State agrees to compensate the Grantee for actual expenditures incurred and in accordance with the rates specified in accordance with this agreement. **All costs include items such as but not limited to labor, meetings, reproduction costs, reports, subgrantees, and any miscellaneous items necessary to perform the tasks of this project.**

The total cost of this agreement will not exceed **\$250,000.00**

The following items must be included and all unit rates must be extended and totaled in the invoice:

- Overhead;
  - Personal service costs showing position rates per unit of time;
  - Fringe benefits cost citing actual benefits or a percentage of personal services cost;
  - Operating expenses including rent and supplies;
  - Equipment costs specifying equipment to be bought and the disposition of equipment at the end of the grant;
  - If there are any travel expenses outlined in the budget, then expenses are not to exceed the travel and per diem rates set at the rate specified by CalHR for similar employees or verification supplied that such rates are not available to the contractor. For invoicing: include breakdown of receipts, and the names and title of travelers. For hotel receipts, do not include the confirmation printouts; include the actual receipt that shows payment has been made and there is a zero balance. Do not include tip or gratuity amounts; CalHR prohibits paying for tips and gratuities. For more information visit: <http://www.calhr.ca.gov/employees/pages/travel-reimbursements.aspx>
  - Other specific breakdown required.
2. Invoices shall include the Agreement Number and shall be submitted electronically only. Invoices shall not be submitted more frequently than monthly and not less frequently than quarterly in arrears.

Invoices must be submitted via e-mail to:

[AccountsPayable@opr.ca.gov](mailto:AccountsPayable@opr.ca.gov)

Include the Project Manager in the CC line of the email so they are aware that an invoice has been submitted.

**EXHIBIT B**  
**BUDGET DETAIL AND PAYMENT PROVISIONS**

**B. BUDGET CONTINGENCY CLAUSE**

1. It is mutually agreed that if the Budget Act of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for the program, this Agreement shall be of no further force and effect. In this event, the State shall have no liability to pay any funds whatsoever to Contractor or to furnish any other considerations under this Agreement and Contractor shall not be obligated to perform any provisions of this Agreement.
2. If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this program, the State shall have the option to either cancel this Agreement with no liability occurring to the State, or offer an agreement amendment to Contractor to reflect the reduced amount.

**C. PROMPT PAYMENT CLAUSE**

Payment will be made in accordance with, and within the time specified in, Government Code Chapter 4.5, commencing with Section 927.

**D. BUDGET REVISIONS**

All changes to the budget for this agreement must come in the form of request and be sent via e-mail directly to the project representative for this agreement and copy the contract officer in the e-mail. All changes to the budget must justify why the revisions are needed. The project representative and contract officer will review the request for approval and processing.

A formal amendment is not required if a budget is being revised to shift line-item funds within the associated task deliverable budget. Prior documented approval of such change shall be made by the project representative and the contracts officer. All other budget revisions are subject to a formal amendment process. All amendment and budget revision requests are to be determined at the discretion of the contract officer.

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## GENERAL COST APPLICATION WORKSHEET

Applicant City of Bell Gardens

## SAMPLE COST PROPOSAL WORKSHEET

## PROJECT STAFF - LABOR COSTS

LABOR	HOURS	RATE	TOTAL
<input checked="" type="checkbox"/> <b>Loaded Rates</b> (indirect costs included in the hourly rate)			
<input type="checkbox"/> <b>Actual Rates</b> (overhead listed below)			
<input type="checkbox"/> <b>Other</b> (describe):			
Job Title/Classification: Director of Recreation & Community Services	300 @	\$150 =	\$ 45,000.00
Director of Public Works	100 @	\$150 =	\$ 15,000.00
Director of Community Development	100 @	\$150 =	\$ 15,000.00
Cheif of Police	100 @	\$150 =	\$ 15,000.00
Assistant to the City Manager	75 @	\$100 =	\$ 7,500.00
<b>Sub-Totals:</b>	<b>675 @</b>	<b>\$700 =</b>	<b>\$ 97,500.00</b>

## SUBGRANTEES(S)

LABOR	HOURS	RATE	TOTAL
<input checked="" type="checkbox"/> <b>Loaded Rates</b> (indirect costs included in the hourly rate)			
<input type="checkbox"/> <b>Actual Rates</b> (overhead listed below)			
<input type="checkbox"/> <b>Other</b> (describe):			
Job Title/Classification: Subgrantees will be selected through a competitive bid process.	600 @	125 =	\$ 75,000.00
<b>Sub-Totals:</b>			<b>\$ 75,000.00</b>

## INDIRECT COSTS (OVERHEAD AND FRINGE BENEFITS)

	VARIABLE	RATE	TOTAL
Overhead Rate (general and administrative )	\$250,000 @	10% =	\$ 25,000.00
<b>Sub-Totals:</b>			<b>\$ 25,000.00</b>

## DIRECT COSTS (OTHER THAN LABOR)

Equipment and Supplies (Itemized)	\$ 52,500 @	LS =	\$ 52,500.00
Print costs for promotional materials - \$20,000			
Cleanup materials such as trash bags and gloves -\$5,000			
Landscaping materials (trees and plants) - \$27,500			
<b>Sub-Totals:</b>			<b>\$ 52,500.00</b>
<b>TOTALS:</b>			<b>\$ 250,000.00</b>

**EXHIBIT D**  
**SPECIAL TERMS AND CONDITIONS**

**A. Excise Tax**

The State of California is exempt from federal excise taxes, and no payment will be made for any taxes levied on employees' wages. The State will pay for any applicable State of California or local sales or use taxes on the services rendered or equipment or parts supplied pursuant to this Agreement. California may pay any applicable sales and use tax imposed by another state.

**B. Settlement of Disputes**

1. In the event of a dispute, Grantee shall file a "Notice of Dispute" with OPR within ten (10) days of discovery of the problem. Within ten (10) days, the OPR shall meet with the Grantee and Project Representative for purposes of resolving the dispute.
2. Any dispute concerning a question of fact arising under the terms of this Agreement which is not disposed of within a reasonable period of time by Grantee and State employees normally responsible for the administration of this Agreement shall be brought to the attention of the Director or designated representative of each organization for resolution. The decision of the State Executive Officer or designated representative shall be final.
3. In the event of a dispute, the language contained within this Agreement shall prevail over any other language including that of the proposal.
4. The existence of a dispute not fully resolved shall not delay Grantee to continue with the responsibilities under this Agreement which is not affected by the dispute.

**C. Subgrantees**

Nothing contained in this Agreement or otherwise, shall create any Grantual relation between the State and any subgrantees, and no subGrant shall relieve the Grantee of its responsibilities and obligations hereunder. The Grantee agrees to be as fully responsible to the State for the acts and omissions of its subgrantees and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the Grantee. The Grantee's obligation to pay its subgrantees is an independent obligation from the State's obligation to make payments to the Grantee. As a result, the State shall have no obligation to pay or to enforce the payment of any monies to any subgrantee.

After the Grant agreement has been executed, if there are subgrants valued at \$2,500.00 or more that are needed to be added, then the Grantee must request the addition of subgrantees. The Grantee shall provide in its request for authorization all particulars necessary for evaluation of the necessity or desirability of incurring such cost and the reasonableness of the price or cost. Three competitive quotations shall be submitted, or adequate justification provided for the absence of bidding.

**EXHIBIT D**  
**SPECIAL TERMS AND CONDITIONS**

**D. Stop Work Order**

The State reserves the right to issue an order to stop work in the event that a dispute should arise, or in the event that the State gives Grantee a notice that the Agreement will be terminated. The stop-work order will be in effect until the dispute has been resolved or the Agreement has been terminated.

**E. Termination**

1. In addition to the rights under Exhibit C of the Standard Agreement, State reserves the right to terminate this Agreement at its sole discretion at any time upon thirty (30) days prior written notice to Grantee.
2. In the case of early termination, Grantee shall submit an invoice in triplicate and a report in triplicate covering services to termination date, following the invoice and progress report requirements of this Agreement. A copy and description of any data collected up to termination date shall also be provided to State.
3. Upon receipt of the invoice, progress report, and data, a final payment will be made to Grantee. This payment shall be for all State-approved, actually incurred costs that in the opinion of State are justified, and shall include labor, and materials purchased or utilized (including all non-cancellable commitments) to termination date, and pro rata indirect costs as specified in the proposal budget.
4. If, after award and execution of the Agreement, the Grantee's performance is unsatisfactory, the Agreement may be terminated for default. Default is defined as the Grantee failing to perform services required by the Agreement in a satisfactory manner.
5. OPR reserves the right to terminate this Agreement without cause upon thirty (30) days written notice to the Grantee, or immediately in the event of default or material breach by the Grantee.

**F. Amendments**

1. No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties, and approved as required. Amendments must come in the form of a request and be submitted to the Grant Manager for review. The Grant Manager will work with the OPR/CV Grants Office to approve and process the amendment request. No oral understanding or agreement not incorporated in this Agreement is binding on any of the parties.
2. OPR reserves the right to amend this Agreement through a formal written amendment, signed by the parties, and approved by the Dept. of General Services' Office of Legal Services, if required.



**EXHIBIT D**  
**SPECIAL TERMS AND CONDITIONS**

3. A change to the total agreement amount, whether reducing or increasing, would warrant a formal amendment. A change to the term start and end dates, would warrant a formal amendment.
4. Changes of up to twenty percent (20%) of the total dollar amount in this agreement of the existing line items outlined in Exhibit B.1 – Cost Sheet shall be made by providing a written request to OPR before submission of the affected invoice and shall be effective upon written approval from the Grant Manager and California Volunteers. Total costs cannot exceed the maximum grant fund amount set forth in this Agreement. Once effective, the change shall be deemed incorporated into the Grant Agreement.
5. The Grantee may replace the current subgrantee(s) with new subgrantee(s) during the agreement and must provide written request to the Grant Manager stating:
  - Name of new subgrantee(s) who is replacing the current subgrantee(s)
  - Justification of why this new subgrantee(s) is replacing the current subgrantee(s)
  - Scope of responsibility remains the same as the previous subgrantee(s) which this new subgrantee is replacing
  - The subgrantee(s) hours and rates remain the same
  - No new line items shall be added to Exhibit B.1 – Cost Sheet
  - The costs for the new subgrantee(s) shall not, in any shape or form, modify the costs which is already present in Exhibit B.1 – Cost Sheet
  - Funds allocated in Exhibit B.1 – Cost Sheet for the subgrantee(s) is not overspent
  - A competitive process was done to select a new subgrantee to replace the old subgrantee
6. The Grant Manager will make reasonable efforts to respond in writing within fifteen (15) working days from receipt of request to approve or deny the request for amendment, including the reason for the decision.
7. The Grant Manager will make reasonable efforts to process amendments within thirty (30) days of the approval date. The amendment will not be in effect until both Parties' Authorized Signatories or designees have signed the Grant Agreement amendment.

**G. Insurance**

**1. Commercial General Liability**

Grantee must furnish to the State a certificate of insurance to remain in effect at all times during the term of this Grant. Grantee shall maintain general liability on an occurrence for with limits not less than \$1,000,000 per occurrence for bodily injury and \$2,000,000 aggregate for bodily injury and property damage liability. The policy must include coverage for liabilities arising out of premises operations, independent Grantees,

**EXHIBIT D**  
**SPECIAL TERMS AND CONDITIONS**

products/completed operations, personal & advertising injury and liability assumed under an insured Grant. This insurance shall apply separately to each insured against whom claim is made or suit is brought subject to the Grantee's limit of liability. The policy must include:

**The Office of Planning and Research, its officers, agents, employees, and servants are included as additional insured, but only with respect to work performed under this Grant.**

This endorsement must be supplied under a form acceptable to the Office of Risk and Insurance Management.

In the case of Grantee's utilization of subgrantees to complete the Granted scope of work, Grantees shall include all subgrantees as insured under Grantee's insurance or supply evidence of insurance to the State equal to policies, coverage and limits required of Grantee.

2. Automobile Liability (if applicable)

Grantee must furnish to the State a certificate of insurance to remain in effect at all times during the term of this Grant. Grantee shall maintain motor vehicle liability with limits not less than \$1,000,000 combined single limit per accident. Such insurance shall cover liability arising out of a motor vehicle including owned, hired and non-owned motor vehicles.

**The Office of Planning and Research / Strategic Growth Council, its officers, agents, employees, and servants are included as additional insured, but only with respect to work performed under this Grant.**

3. Worker's Compensation and Employers' Liability

Grantee must furnish to the State a certificate of insurance to remain in effect at all times during the term of this Grant. Grantee shall maintain statutory workers' compensation and employers' liability for all its employees who will be engaged in the performance liability limits of \$1,000,000 are required.

**When performed on State owned or controlled property the workers' compensation policy shall contain a waiver of subrogation in favor of the State. The waiver of subrogation endorsement shall be provided.**

**EXHIBIT D**  
**SPECIAL TERMS AND CONDITIONS**

4. General Provisions Applying to all Policies

- a) Coverage Term – Coverage needs to be in force for the complete term of the Grant. If insurance expires during the term of the Grant, a new certificate must be received by the State at least ten (10) days prior to the expiration of this insurance. Any new insurance must still comply with the original terms of the Grant.
- b) Policy Cancellation of Termination and Notice of Non-Renewal – Grantee shall provide to the State within five (5) business days following receipt by Grantee a copy of any cancellation or non-renewal of insurance required by this Grant. In the event Grantee fails to keep in effect at all times the specified insurance coverage, the State may, in addition to any other remedies it may have, terminate this Grant upon the occurrence of such event, subject to the provisions of this Grant.
- c) Deductible – Grantee is responsible for any deductible or self-insured retention contained within their insurance program.
- d) Primary Clause – Any required insurance contained in the Grant shall be primary, and not excess or contributory to any other insurance carried by the State.
- e) Insurance Carrier Required Rating – All insurance companies must carry a rating acceptable to the Office of Risk and Insurance Management. If the Grantee is self-insured for a portion or all of its insurance, review of financial information including a letter of credit may be required.
- f) Endorsements – Any required endorsement must be physically attached to all requested certificates of insurance and not substituted by referring to such coverage on the certificate of insurance.
- g) Inadequate Insurance – Inadequate or lack of insurance does not negate the Grantee's obligations under the Grant.

H. Force Majeure

Except for defaults of subgrantees, neither party shall be responsible for delays or failures in performance resulting from acts beyond the control of the offending party. Such acts shall include but shall not be limited to acts of God, fire, flood, earthquake, other natural disaster, nuclear accident, strike, lockout, riot, freight embargo, public regulated utility, or governmental statutes or regulations superimposed after the fact. If a delay or failure in performance by the Grantee arises out of a default of its subgrantee, and if such default of its subgrantee, arises out of causes beyond the control of both the Grantee and subgrantee, and without the fault or negligence of either of them, the Grantee shall not be liable for damages of such delay or failure, unless the supplies or services to be furnished by the subgrantee were obtainable from other sources in sufficient time to permit the Grantee to meet the required performance schedule.

**EXHIBIT D**  
**SPECIAL TERMS AND CONDITIONS**

**I. Computer Software**

Grantee certifies that it has appropriate systems and controls in place to ensure that State funds will not be used in the performance of this Grant for the acquisition, operation, or maintenance of computer software in violation of copyright laws.

**J. Ownership of Work and Copyrightable Materials**

Any works developed during and/or pursuant to this agreement by Grantee, including all related copyrights and other proprietary rights therein, as may now exist and/or which hereafter come into existence, shall belong to State upon creation, and shall continue in State's exclusive ownership upon termination of this agreement. Grantee further intends and agrees to assign to State all right, title and interest in and to such materials as well as all related copyrights and other proprietary rights therein.

Grantee's obligations under this provision shall survive the expiration or termination of this Agreement.

- 1) OPR reserves the right to any copyrightable materials developed under this Agreement. Upon acceptance of the copyrightable materials developed under this Agreement, and payment of the sums then due under the terms of the Agreement, OPR shall have the sole and exclusive right, title, and interest (including trade secret and copyright interests) in the copyrightable materials. Grantee and his or her subgrantees hereby assign(s) all rights, title, and interest (including trade secret and copyright interest) in any copyrightable materials developed under this Agreement to OPR.
- 2) OPR, at its discretion, may grant a nonexclusive and paid-up license to Grantee and his or her subgrantees to use said copyrightable materials. Grantee and his or her subgrantees agree to cooperate with and assist OPR to apply for and to execute any applications and/or assignments reasonably necessary to obtain any patent, copyright, trademark, or other statutory protection for all copyrightable materials.
- 3) Grantee and his or her subgrantees shall not disclose any copyrightable materials, any of the deliverables thereof, or any portion thereof, to any other organization or person without the written consent of OPR.
- 4) Grantee and his or her subgrantees shall not use the copyrightable materials, any of the deliverables thereof, or any portion thereof, in any other work performed by this Agreement subject to any license granted without the written consent of OPR.
- 5) Grantee's obligations under this provision shall survive the expiration or termination of this Agreement.

**K. Confidentiality of State Information**

It is expressly understood and agreed that any and all information in the possession of Grantee shall be subject to the Public Records Act (Govt. Code Section 7920.000 et seq.) unless marked as confidential or privileged.

**EXHIBIT D**  
**SPECIAL TERMS AND CONDITIONS**

**L. Confidentiality of Data and Working Documents**

- 1) Grantee shall not disclose data or documents that are subject to the Public Records Act (Govt. Code Section 7920.00) and are marked as privileged or confidential without express written permission of OPR's Grant Manager.
- 2) Permission to disclose information or documents on one occasion or at public hearings or workshops held by OPR relating to the same shall not authorize Grantee to further disclose such information or documents on any other occasion.
- 3) Grantee shall not comment publicly to the press or any other media regarding the data or documents generated, collected, or produced in connection with this Grant, or OPR's actions on the same, except to OPR staff, Grantee's own personnel involved in the performance of this Grant, at a public hearing, or in response to questions from a legislative committee.
- 4) Grantee shall require each of its employees or officers who will be involved in the performance of this Grant to agree to the above terms.
- 5) Each subgrant shall contain the foregoing provisions related to the confidentiality of data and nondisclosure of the same.

**M. Evaluation of Consulting Agreements**

Pursuant to Public Grant Code (PCC) Sections 10367 and 10369, the Grantee providing consultant services of \$5,000 or more shall be advised in writing that the performance will be evaluated. The evaluation shall be prepared on a Grant/Grantee Evaluation Sheet (STD. 4), within 60 days after completion of the agreement and maintained in the Agreement file. Any negative evaluations will be sent to the Department of General Services, Office of Legal Services (DGS/OLS) and a copy sent to the Grantee within 15 days. The Grantee shall have 30 days to prepare a statement defending his or her performance under the Grant and to send it to OPR and DGS/OLS.

**N. DVBE AUDIT**

Grantee agrees that the State or its delegate will have the right to review, obtain, and copy all records pertaining to Grantee's compliance with the Disabled Veteran Business Enterprise (DVBE) requirements as contained in Public Grant Code sections 10115 et. seq. Grantee agrees to provide State or its delegate with any relevant information requested and shall permit State or its delegate access to its premises, upon reasonable notice, during normal business hours for the purposes of interviewing employees and inspecting and copying such books, records, accounts, and other material that may be relevant to a matter under investigation for the purpose of determining compliance with the DVBE requirements. Grantee further agrees to maintain such records for a period of three years after final payment under this Agreement.

**EXHIBIT D**  
**SPECIAL TERMS AND CONDITIONS**

**O. DVBE Subgrantee Participation and Reporting Requirements**

1. In the event the Grantee committed to provide DVBE subgrantee participation for this Agreement, the Grantee shall comply with their DVBE subgrantee participation commitment throughout the term of this Agreement. In the event this Agreement is amended to increase the maximum Agreement amount, the Grantee shall comply with their DVBE subgrantee participation commitment for the additional amount.
2. Upon completion of this Agreement, the Grantee shall download from [www.dgs.ca.gov](http://www.dgs.ca.gov), complete, sign, and submit to OPR with the final invoice for payment a Prime Grantee's Certification - DVBE SubGranting Report (STD 817) certifying all of the following:
  - a) The total dollar amount the Grantee received under this Agreement.
  - b) This Agreement number and the name, address, and certification ID number of all DVBE subgrantees that participated in the performance of this Agreement.
  - c) The total dollar amount and percentage of this Agreement's total dollar amount the Grantee committed to each DVBE subgrantee.
  - d) The total dollar amount the Grantee paid each DVBE subgrantee.
  - e) That all payments under this Agreement have been made to the DVBE subgrantee(s).
  - f) The actual percentage of DVBE participation that was achieved. Upon request, the Grantee shall provide proof of payment for the work.
3. OPR will withhold \$10,000.00 (or the full dollar amount if less than \$10,000.00) from the final payment, until the Grantee complies with the certification requirements above. In the event the Grantee fails to comply with the certification requirements above, the Grantee shall be allowed to cure the defect after written notice. Notwithstanding any other law, if, after at least 15 calendar days but not more than 30 calendar days from the date of written notice, the Grantee refuses to comply with the certification requirements above, OPR shall permanently deduct \$10,000.00 (or the full dollar amount if less than \$10,000.00) from the final payment (Military and Veterans Code Section 999.7).
4. A person or entity that knowingly provides false information shall be subject to a civil penalty for each violation (Military and Veterans Code Section 999.5; Government Code Section 14841).
5. The Grantee agrees to comply with the rules, regulations, ordinances, and statutes that apply to the DVBE program as defined in Section 999 of the Military and Veterans Code, including, but not limited to, the requirements of Section 999.5(d).

**EXHIBIT D**  
**SPECIAL TERMS AND CONDITIONS**

**P. Replacement of DVBE Subgrantees**

1. Per Military and Veterans Code Section 999.5, a DVBE subgrantee may only be replaced by another DVBE subgrantee and must be approved by the Department of General Services (DGS).
2. The Grantee's failure to seek a substitution and adhere to the DVBE participation level identified in the Grantee's bid (when applicable) may be cause for termination of this Agreement, recovery of damages under rights and remedies due to the DMV, and penalties outlined in Military and Veterans Code Section 999.9; Public Grant Code Section 10115.10, or Public Grant Code Section 4110.

**Q. DVBE Subgrantee Invoices**

To ensure that DVBE participation is applied correctly, all DVBE subgrantee invoices submitted to the Grantee must include this Agreement number.

**R. Incompatible Activities**

1. Grantee's staff assigned to perform services shall not:
  - a. Participate in a criminal investigation or prosecution.
  - b. Engage in any conduct that is clearly inconsistent, incompatible, or in conflict with his or her assigned duties under this Agreement, including but not limited to, providing services that could be compensated by OPR.
  - c. Use information obtained performing services under the Agreement for personal gain or the advantage of another person.
  - d. Disclose any confidential information to anyone, including but not limited to: materials labeled as confidential, personal identifiable information, legal and criminal documentation.
  - e. Provide or use the name of persons or records of OPR for a mailing list, which has not been authorized by OPR.
  - f. Represent himself or herself as a OPR employee.
  - g. All confidential information obtained during the performance of this Agreement shall be held in strict confidence and shall not be provided to persons not authorized to receive the information.
  - h. It shall be the Grantee's responsibility to ensure that all staff assigned to provide services under this Agreement is made aware of and abides by these provisions as stated in this section of Exhibit D, Special Terms and Conditions. If an assigned staff is unwilling or unable to, or fails to abide by these provisions, the staff shall no longer be assigned to perform services in this Agreement and OPR shall not reimburse Grantee for expenditures incurred, including staff salary.

**EXHIBIT D**  
**SPECIAL TERMS AND CONDITIONS**

**S. Operating Expenses**

1. The Grantee may charge expenses to various line-item allocations as part of its operating expenses, including but not limited to: rent, utilities, postage, and telephone. Such expenses are generally identified as “direct costs”.
2. The Grantee shall ensure that expenses that are classified as “direct costs” are not also included in the “indirect cost” or “overhead” categories. Indirect costs are those costs that are incurred for a common or joint purpose or a cost that is not readily assignable to a specific operating expense line-item. OPR reserves the right to deny any expenses that are deemed ineligible by the State.
3. The Grantee shall submit, upon OPR’s request, a copy of the indirect cost allocation plan demonstrating how the indirect cost rate was established. All costs included in the plan shall be supported by formal accounting records, which substantiate the propriety of such charges.
4. The Grantee shall submit requests to the Grant Manager or designee via e-mail for review and prior written approval of any budget modification for line items under the operating expense category such as an increase to rent or offsetting savings from one line item to another.

**T. Training-Related Reimbursement**

1. Grantee shall obtain prior approval from OPR for the location, costs, dates, agenda, instructors, instructional materials, and attendees at any reimbursable training seminar, workshop or conference and over any reimbursable publicity or educational materials to be made available for distribution. The Grantee shall be required to acknowledge the support of OPR when publicizing the work under the Agreement in any media.
2. All such costs must be disclosed in the Budget of this agreement, include in the amount as stated in Exhibit B, Budget Detail and Payment Provisions. Grantee must submit training requests to the Grant Manager for review and approval prior to taking training. Approval for reimbursement for the requested training is at the discretion of OPR.

**U. Travel Reimbursement**

The Grantee shall obtain written authorization via email from the Grant Manager or designee at least five (5) business days prior to any in-state travel for which the Grantee intends to seek reimbursement. Any reimbursement for necessary travel and per diem shall be at the rates currently in effect as established by CalHR. Current travel rates can be found at:

<http://www.calhr.ca.gov/employees/Pages/travel-reimbursements.aspx>.

No out-of-state travel is authorized under this Agreement.



**EXHIBIT D**  
**SPECIAL TERMS AND CONDITIONS**

**V. Record Retention and Examination of California Auditor**

For the purpose of determining compliance with GC section 8546.7, the Grantee and any Subgrantees shall maintain all books, documents, papers, accounting records, and other evidence pertaining to the performance of the Agreement, including but not limited to, the costs of administering the Agreement and documents as stated in Exhibit B, Budget Detail and Payment Provisions. All parties shall make such materials available at their respective offices at all reasonable times during the Agreement period and for a minimum of three (3) years from the date the record is created. The State, the State Auditor, or any duly authorized representative of the Federal government having jurisdiction under Federal laws or regulations (including the basis of Federal funding in whole or in part) shall have access to any books, records, and documents of the Grantee that are pertinent to the Agreement for audits, examinations, excerpts, and transactions, and copies thereof shall be furnished if requested.

**W. Ownership of Work Product and Data – Integrity and Security**

1. All work product as a result of the work performed by the Grantee under this Agreement, shall be owned by OPR and shall be considered works made for hire by the Grantee to OPR.
2. All intellectual property rights, ownership and title to all reports, documents, plans, and specifications produced as part of this Agreement will automatically be vested in OPR and no further agreement will be necessary to transfer ownership to OPR. The Grantee shall furnish OPR all necessary copies of data needed to complete the review and approval process.
3. Grantee shall comply with the following requirements to ensure the preservation, security, and integrity of State-owned data on portable computing devices and portable electronic storage media:
  - a. Encrypt all State-owned data in transit and where existing technology enables encryption at rest, stored on portable computing devices and portable electronic storage media. Data encryption shall use cryptographic technology that has been tested and approved against exacting standards, such as Federal Information Processing Standard (FIPS) 140-2 Security Requirements for Cryptographic Modules.
  - b. Encrypt, as described above, all State-owned data transmitted from one computing device or storage medium to another.
  - c. Maintain confidentiality of all State-owned data by limiting data sharing to those individuals Granted to provide services on behalf of the State, and limit use of State information assets for State purposes only.
  - d. Notify the Grant Manager within 24-hours of any actual or attempted violations of security of State-owned data, including lost or stolen computing devices, files, or portable electronic storage media containing State-owned data.
  - e. Advise the owner of the State-owned data and the OPR Grant Manager of vulnerabilities that may present a threat to the security of State-owned data and of specific means of protecting that State-owned data.

**EXHIBIT D**  
**SPECIAL TERMS AND CONDITIONS**

- f. Grantee shall use the State-owned data only for State purposes under this Agreement.
- g. Grantee shall not transfer State-owned data to any computing system, mobile device, or desktop computer without first establishing the specifications for information integrity and security as established for the original data file(s).
- h. The Grantee's staff assigned to perform services for OPR must adhere to the following provisions. Staff shall NOT do the following when handle State-owned data:
  - Share individual login ID and password with anyone else.
  - Walk away from their computer without locking the screen (Ctrl+Alt+Delete}.
  - Leave documents with Personal Identifiable Information (PII) unattended on printers or fax machines, or in cubicles, offices or conference rooms.
  - Visit untrusted websites or open any attachments or links from untrusted email.
  - Uninstall or disable anti-virus software and automatic updates.
  - Install any unauthorized or unlicensed software.
  - Plug a mobile phone, personal USB drive or other peripheral device into the network system or desktop computer.
  - Disclose any PII information to unauthorized users.
  - Send any PII via email. Staff should use encrypted email if they must send email containing PII.

## X. Economic Sanctions

On March 4, 2022, Governor Gavin Newsom issued Executive Order N-6-22 (the EO) regarding Economic Sanctions against Russia and Russian entities and individuals. “Economic Sanctions” refers to sanctions imposed by the U.S. government in response to Russia’s actions in Ukraine, as well as any sanctions imposed under state law.

All primary Grants and sub-Grantees, primary Grantees, and sub-awardees, agree that they have reviewed Executive Order N-6-22 and attest that they are in compliance with it prior to submitting their response to a solicitation, and prior to entering into a Grantual or grant agreement.

OPR will check the Office of Foreign Assets and Controls Sanctions List to ensure entities are not listed. Any entity found not being in compliance with Executive Order N-6-22 shall have their offer automatically disqualified, or Grant or grant voided.

By submitting an offer against a solicitation, the Grantee or Grantee represents that the Grantee or Grantee nor any of its sub-Grantees or sub-awardees are not a target of Economic Sanctions.

Should the State determine the Grantee, sub-Grantees, Grantee or sub-awardees are a target of Economic Sanctions or is conducting prohibited transactions with sanctioned individuals or entities, that shall be grounds for rejection of the Grantee's bid/proposal any time prior to grant

**EXHIBIT D**  
**SPECIAL TERMS AND CONDITIONS**

execution, or, if determined after grant execution, shall be grounds for termination by the State. See more at the following hyperlink to the online directory:

<https://www.gov.ca.gov/wp-content/uploads/2022/03/3.4.22-Russia-Ukraine-Executive-Order.pdf>.

The EO also directs all agencies and departments that are subject to the Governor's authority to take certain steps, including directing that all state Grantees and grantees with agreements valued at \$5 million or more to report to the agency/department regarding their compliance with economic sanctions imposed by the U.S. government in response to Russia's actions in Ukraine, as well as sanctions imposed under state law, if any.

If the total value of this Agreement is valued at \$5 million dollars or more, the Grantee or Grantee agrees to provide report on their compliance with these economic sanctions. This report will be submitted on the Grantee or Grantee's official letterhead and will identify the actions they have taken to ensure compliance with these sanctions, and that the Grantee of Grantee has verified that all of their sub-Grantees or sub-awardees, if any, are also in compliance with these economic sanctions.

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## ELIZABETH NAVA

6213 Plymouth Court Yorba Linda, CA • elizabethnava777@gmail.com • 562-480-4741 Cell

### EXPERIENCE

#### **Director of Recreation and Community Services, February 2022 – Current**

City of Bell Gardens, California

- Plan, organize and direct all aspects and programs of the Recreation and Community Services Department.
- Develop and implement departmental policies and regulations.
- Select, train, motivate, coach/mentor and evaluate department personnel.
- Prepare, review and complete various reports including budget, city council commission and other reports relating to outside agencies.
- Identify recreation and community service needs and necessary improvements in ongoing programs.
- Develop comprehensive plans to address anticipated future departmental and community needs and policies ensuring compliance with rules, regulations, procedures and federal, state, county, and municipal laws.
- Identify, seek, and obtain additional funding sources.
- Prepare and administer departmental budget and administer contractual agreements with outside organizations.
- Advise and provide assistance to the City Manager, City Council, City Commissions, other City personnel, and the public regarding Recreation and Community Services related issues.

#### **Recreation – Acting Director/Recreation Superintendent, June 2018 – February 2022**

City of Norwalk, California

- Since June 2020, have served as Acting Director for the Recreation Department.
- City-wide Leadership and Staff Development Program team.
- Monitor Covid-19 mandates and update Department operations accordingly.
- Overall administration and oversight of the Recreation and Park Services Department.
- Manage the day to day operations of the Recreation Department including four divisions, 17 full time staff and between 80 and 150 part time staff.
- Select, train and mentor all full time and part time staff, succession planning and staff discipline and development.
- Prepare and present City Council Reports.
- Seek, apply and monitor grants and capital projects.
- Develop and implement goals, objectives, and department policies and establish priorities for all service delivery including programs, facilities and staffing needs.
- Prepare, manage and analyze the Department's \$4.8 million budget and implement adjustments as needed.

#### **Human Resources – Senior Management Analyst, June, 2016 – June, 2018**

City of Norwalk, California

- Responsible for employee and labor relations, recruitments, and managing worker's compensation and disciplinary issues.
- Coordination and tracking of all City wide trainings.
- Research, compile information and prepare agenda items and resolutions.
- Coordinating City wide risk transfer matters.
- Special projects, policy development and implementation.
- Track all completed Strategic Action Plan items.
- Assist with employee special events.

### **Social Services - Senior Management Analyst, November, 2014 – June, 2016**

City of Norwalk, California

- Responsible for all daily operations, casework, special events and activities of the Social Services Center including overseeing and directing full time and part time staff, contract employees, interns and volunteers.
- Prepared division budget, determined, monitored and made suggestions on all division expenditures.
- Administered and oversaw contract and grant funded programs, directed and monitored work performed, and prepared grant and contract related proposals, reports and records.
- Ensured successful implementation of all social services programs, case work and department activities as well as building and code compliance related issues.
- Researched, compiled information, and prepared agenda items, resolutions and publications related to the administrative, fiscal and operational issues in the Department.
- Lead and participated in various committee activities and act as a staff liaison for outside agencies.
- Coordinated activities and special events with other City departments, agencies, organizations and the community.
- Provided highly responsible support to department management, other City personnel and the public.

### **Social Services - Recreation Supervisor, February, 2013 – November, 2014**

City of Norwalk, California

- Responsible for all daily operations, special events and leisure activities of the Senior Center including overseeing and directing full time and part time staff, contract employees, interns and volunteers.
- Prepared division budget, determined, monitored and made suggestions on all division expenditures.
- Trained, evaluated, disciplined staff and handled personnel matters as needed.
- Acted as a staff liaison for outside agencies.
- Coordinated activities and special events with other City departments, agencies, organizations and the community.
- Arranged for and scheduled facility use, transportation and appropriate activity supervision, and determined programs and services for older adults. Evaluated programs, made suggestions and implemented program upgrades and changes.
- Prepared and reviewed news releases, flyers, and public brochures concerning recreation and leisure activities; prepares correspondence and presents staff reports.

### **MASTERS OF PUBLIC ADMINISTRATION, 2012**

California State University Long Beach, Long Beach, CA

Cumulative GPA: 3.91

Future Urban Administrator Award

### **BACHELOR OF ARTS, SOCIOLOGY, 2006**

University of Nebraska, Lincoln NE

Cumulative GPA: 3.88

- Mount San Antonio College Athletic Hall of Fame 2024
- CSULB, Future Urban Administrator Award 2012
- First Team Academic All American 2006
- First Team Academic All Big XII 2006
- First Team All Big XII 2006
- Co-MVP Nebraska Softball 2006, Co-MVP of the South Coast Conference 2004
- Softball Student-Athlete of the Year 2005
- Student-Athlete of the Year for Mount San Antonio College 2004

## **EXPERIENCE**

## **EDUCATION**

## **AWARDS AND HONORS**

# PAUL CAMACHO

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## CHIEF OF POLICE

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It is my mission to continue to train and learn to be an effective leader in order to provide the best leadership and supervision possible to the organization and its employees with experience, humility, and flexibility.

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## EDUCATION

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Rancho Santiago College, Santa Ana, CA  
**Associate of Arts, 1996**  
University of California, Irvine, CA  
**Bachelor of Arts Degree**  
Major: Criminology, Law & Society, 1999  
California State University, Long Beach, CA  
**Masters in Public Administration, (6 semester units)**

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## PROFESSIONAL DEVELOPMENT

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**FBI-Law Enforcement Executive Development Association Certificate 2021**  
California State University, Dominguez Hills  
**Grant Writing and Administration Certificate 2016**  
Los Angeles Police Department  
**Leadership Program 2016**  
Sherman Block Supervisory Leadership Institute  
**Class #361 2015**  
Los Angeles County Sheriff's Department  
**Deputy Leadership Institute Continuum #10 2011**  
California State University, Los Angeles  
**Certificate: The Edmund G. "Pat" Brown Institute of Public Affairs & Community Policing, 2009**  
Golden West College, Criminal Justice Training Center, Huntington Beach, CA  
**POST Certificate: SWAT-Special Weapons and Tactics Certificate, 2013**  
**Member of the California Association of Hostage Negotiators**

### POST Certificates:

**Senior Management Institute for Police Executives Course, 2022**  
**Management Course, 2019**  
**Supervisory Certificate, 2013**

**Municipal Police Advanced Certificate, 2010**  
**Field Training Officer Certificate, 2007**  
**Municipal Police Intermediate Certificate, 2005**  
**Municipal Police Basic Certificate, 2005**  
**Specialized Law Enforcement Basic Certificate, 2001**  
County of Los Angeles Sheriff's Department, Whittier, CA  
**POST Certificate: Basic Academy for Peace Officer, 2003**  
Golden West College, Criminal Justice Training Center, Huntington Beach, CA  
**POST Certificate: Specialized Investigators' Basic Course, 2001**

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## **KEY ACCOMPLISHMENTS AND AWARDS**

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- Direct, plan, organize and provide administrative direction and oversight for police services, security and law enforcement programs.
  - Commander for the Special Operations Team – responsible for tactical operations, selection and training, and maintaining administrative and logistical records.
  - Project Manager – implemented the new Motorola CAD/RMS and ICI Radio systems for the Police Department.
  - Grant writer for the Police Department – conducted research, draft and submitted proposals to assist the Police Department receive funding.
  - Responsible for the research and implementation of the Crossroads Traffic system.
  - Responsible for overseeing LA CLEAR's Fiduciary budget and management system.
  - Develop and oversee the Police Department's budget planning and processes.
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## **COMMUNITY INVOLVEMENT / COLLABORATIONS / SKILLS**

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- Lead Advisor for the Bell Gardens Police Explorer Program, 2005-2017.
- Liaison to citizen groups to identify public safety issues, and formulate / implement solutions to abate crimes affecting the community. In addition, completed numerous COP & POP projects.
- Successfully negotiated and managed contracts & grants.
- Prepared and submitted staff reports and electronic presentations to City Council.
- Developed and implemented new and effective administrative and risk management procedures.
- Created a higher education component for the Explorer program.
- Coordinated and collaborated with business owners on an underage drinking campaign under the CA. Department of Alcoholic Beverage Control grant.
- Provided guidance for a successful POST audit.
- Managed and organized the Police Department's COVID-19 contingency plan.
- Currently, overseeing the day-to-day operations of the Police Department.

# GUSTAVO J. ROMO

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Cell Phone: 909.255.4017  
Email: [gusromo9@gmail.com](mailto:gusromo9@gmail.com)

## **PROFILE**

Deputy City Manager/Community Development Director with over 30 years of civic experience working for jurisdictions throughout Southern California; Excels in team building with a management style that encourages staff to set achievable goals for self-improvement and growth.

## **EDUCATION**

### **Master of Business Administration**

University of Redlands, Redlands CA: February 1996 - August 1999

### **Bachelor of Science, Urban & Regional Planning**

California State Polytechnic University, Pomona CA: August 1988 - June 1993

## **WORK EXPERIENCE**

Over 30 years of civic experience working for jurisdictions in Southern California; in charge of 7 to 25 staff members since 2007 as a Community Development Director for the following 5 cities on a full-time basis:

### **Deputy City Manager/Community Development Director, City of Bell Gardens, CA (Sep 2019-present)**

Supervises Economic Development, Planning, Building & Safety, Housing, Code Enforcement, Business License, and the Community Development Block Grant Program; serves in the role of the City Manager during the absence of the City Manager.

### **Community Development Director, City of Bell, CA (June 2018- Sep 2019)**

Supervised Economic Development, Planning, Building & Safety, Housing, Code Enforcement, and the Community Development Block Grant Program; served as Acting City Manager at the request of the City Manager, as necessary.

### **Community Development Director, City of Baldwin Park, CA (July 2017-June 2018)**

Supervised Economic Development, Planning, Building & Safety, Housing, and the Community Development Block Grant Program.

### **Community Development Director, City of Irwindale, CA (July 2013-July 2017)**

Supervised Economic Development, Planning, Building & Safety, Code Enforcement, and the Community Development Block Grant Program.

### **Community Development Director (Contract, Willdan), City of Calimesa, CA (Sep 2007-Sep 2012)**

Supervised Economic Development, Planning, Building & Safety, Code Enforcement, and the Community Development Block Grant Program.

### **Planning Manager (Contract, Civic Solutions), City of Irvine, CA (July 2005-Sep 2007)**

Supervised the contract planning division staff; managed all plan checks for land use entitlement projects and processing of complex projects, including various master planned developments such as Portola Springs (300 + acres, 2000 + units) and the development of the Great Park.



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**PUBLIC ADMINISTRATION RELEVANT SKILLSET**

Public Relations and Contract Negotiations  
Budget Preparation and Administration  
Human Resources Management and Law (Management of 5-30+ Employees and Contractors)  
Planning and Zoning Law  
Subdivision Map Act  
California Environmental Quality Act  
Redevelopment Law and Dissolution Administration  
Purchase and Sale Agreements  
Dissolution and Development Agreements  
Bilingual – Fluent in Spanish (Written and Verbal)

**INFORMATION TECHNOLOGY SKILLSET**

Proficient in PowerPoint, Word, Excel, and Publisher  
Experience in website creation, updates, and all social media outlets  
Experience with various permit tracking software, including Tyler and Sierra  
Experience with GIS and CAD software

**OTHER WORK EXPERIENCE**

City Planning and Environmental Consultant:

- Principal Planner (RPG), County of San Bernardino, CA (Sep 2012-July 2013)
- Project Manager (RPG), City of Glendora, CA (Jan 2012-2013)
- Principal Planner (RPG), City of Covina, CA (Dec 2004-2007; 2012-2013)
- Senior Planner (Willdan), City of Upland, CA (July 2003-Sep 2005)
- Planning Consultant (RPG), City of Pasadena, CA (Sep 2002-Sep 2007)
- Senior Planner (Willdan & RPG), City of Bell Gardens, CA (2002-2005)
- Associate Planner (Willdan), City of Rancho Palos Verdes, CA (May 2001-Sep 2002)

Associate Planner, City of Azusa, CA (Aug 1998-Dec 2000)

Associate Planner, City of Santa Monica, CA (Feb-Aug 1998)

Assistant Planner, City of San Bernardino, CA (Nov 1995-Feb 1998)

Planning Technician, City of Azusa, CA (May 1994-Nov 1995)

Planning & Scheduling Technician, Foothill Transit (Sep 1992-May 1994)

Planning Intern, City of West Covina, CA (Nov 1990-Aug 1991)

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**ECONOMIC DEVELOPMENT & PROJECT MANAGEMENT EXPERIENCE**

Experience with current planning projects has included commercial shopping center development and renovation, senior and affordable housing development, residential and non-residential subdivisions, and industrial office park development. Examples include:

- City of Bell Gardens Surplus Land Act Coordination/Purchase and Sale Agreements
- City of Bell Gardens Small Business Grant Administration (CDBG-CV Funds)
- City of Bell Gardens \$8M Cal Home Grant Coordination
- City of Bell Gardens Rent Stabilization and Tenant Eviction Protections Ordinance
- City of Bell Gardens Rental Assistance (2 Programs: CDBG-CV Funds and PLHA Funds)
- City of Bell Pritchard Park Development RFP & Development Agreement Coordination
- City of Bell Veterans Transitional Housing Development and Homeless Shelter Expansion
- City of Irwindale Regional Outlet Shopping Center
- City of Covina Citrus Walk Mixed-use Development (The Olson Company)
- City of Covina IKEA Prototype Furniture Store Development
- County of San Bernardino Industrial Development Projects (Prologis, Amazon, etc.)

Experience with advanced planning projects has included General Plan updates, drafting and implementation of municipal ordinances, comprehensive zoning code updates, and preparation and review of specific plans. Examples include:

- City of Bell Gardens Housing Element Update
- City of Bell Gardens Zoning Code Update
- City of Baldwin Park Downtown TOD Specific Plan Administration & Implementation
- City of Baldwin Park Accessory Dwelling Unit Ordinance
- City of Irwindale Zoning Code Update
- City of Irwindale Metro grant: \$460,000 for Transit Oriented Development Specific Plan
- City of Covina Administrative Citation Ordinance
- City of Calimesa General Plan Update
- City of Calimesa Administrative Citation Ordinance
- City of Calimesa Neighborhood Compatibility Ordinance
- City of Calimesa Inclusionary Housing Ordinance

**Bernardo (Bernie) Iniguez**  
8327 Garfield Avenue  
Bell Gardens, CA 90201  
(562) 806-7770  
biniguez@bellgardens.org

## **Experience**

*City of Bell Gardens*

7100 Garfield Avenue, Bell Gardens, CA 90201 (562) 806-7700

***Director of Public Works/Facilities***

*May 2023 to Present*

- Manage construction of facility and street CIP projects, including \$31M John Anson Ford Park Regional Aquatics Center Improvements, \$21.5M John Anson Ford Park Infiltration Cistern Project, \$6.5M Soil Remediation Project at Former Berk Oil Site, \$1M Various Residential Street Improvements, \$900K Veterans Park Yard Stormwater Improvements, \$800K Various Alley Improvements, \$600K Asmus Park and Hannon Park Playground Improvements, and \$200K Slurry Seal Improvements.
- Prepare and manage Public Works Department operating and capital improvement project budgets.
- Plan, organize, manage and direct Municipal Engineering Services, Municipal Water System operations, Street Maintenance operations, Facilities and Parks Maintenance operations, Transportation Services operations, and Public Works Administration Services operations.
- Direct the design of systems and facilities; oversee construction activities; ensure contract compliance; and approve completed plans.
- Establish and implement Public Works Department policies and procedures.
- Prepare grant applications and manage grant projects.
- Oversee evaluation of performance of Public Works Department personnel; implement Public Works Department training program; and manage recruitment of new employees.
- Represent the City at local and regional functions and bodies of government, including the Gateway Water Management Authority, Gateway Region Technical Advisory Committees, Lower Los Angeles River Watershed Area Steering Committee, and LA Metro Local Transit Systems Subcommittee.
- Prepare agenda items for the Traffic and Safety Commission and serve as lead staff member for the Commission meetings.

*City of Bellflower*

16600 Civic Center Drive, Bellflower, CA 90706 (562) 804-1424

***Public Works Manager***

*July 2015 to May 2023*

***Environmental Services Manager***

*January 2010 to June 2015*

***Management Analyst II***

*January 2007 to December 2009*

***Management Analyst I***

*January 2005 to December 2006*

***Management Assistant***

*January 2003 to December 2004*

***Administrative Assistant***

*December 2000 to December 2002*

- Managed construction of facility CIP projects, including \$18M Simms Park Stormwater Capture Project, \$13M Caruthers Park Stormwater Capture Project, \$10M Youth and Senior Center Project, \$5M Bellflower Aquatic Center Improvements, \$2M Public Works Yard Office Renovation, \$1M Butterfly Garden Park Project, \$1M Constitution Park and Thompson Park Improvements.
- Managed the Environmental Services, Street Maintenance and Facilities Maintenance Divisions.
- Managed all environmental programs including: NPDES/Stormwater Compliance, Solid Waste and Recycling (AB939/AB 1826/SB1383), Used Oil Recycling, Construction & Demolition Waste Management Plans, Street Sweeping, SCAQMD and CARB Rule Compliance.
- Prepared grant applications and managed grant projects, including successful completion of 16-acre Riverview Park with \$3M in Prop 12 (Natural Resources) and Prop 40 (RMC) grant funds, and successful construction of Citywide Bus Shelter improvements with \$2M in FTA grant funds.
- Managed Public Works contracts, including Solid Waste Franchise Agreement.
- Managed public and nonpublic utility oil pipeline franchises.
- Prepared and managed Public Works Department operating and capital improvement project budgets.
- Served as Acting Public Works Director in absence of Assistant City Manager/Public Works Director.

Exhibit 2 • Assisted Finance Department with preparation and submittal of various grant reimbursement requests.

- Served under Community Development Department issuing building permits, performing zoning clearances, processing business license applications, receipting parking citations, routing building plans for plan check, and performing Spanish translation.
- Processed applications for First-Time Homebuyer Program under Housing & Grants Division.

*USC Department of Public Safety*

University Park, Los Angeles, CA 90089 (213) 740-9936

***Student Officer Supervisor***

*October 1997 to December 2000*

- Supervised over 100 student law enforcement officers.
- Enforced university rules, regulations, and parking code.
- Interviewed, hired, trained, and evaluated new student officers.

*USC Naval Reserve Officer Training Corps*

University Park, Los Angeles, CA 90089 (213) 740-2663

***Midshipman***

*August 1995 to May 1996*

- Assisted Gunnery Sergeant with armed drill and training of new midshipmen.

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**Regional Appointments and Professional Associations**

- Board Member – Gateway Water Management Authority
- Member - American Public Works Association
- Member - American Water Works Association
- Member - Municipal Management Association of Southern California
- Steering Committee Member – Lower San Gabriel River Watershed Area Steering Committee
- Co-Chairperson – Los Cerritos Channel Watershed Management Group

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**Education**

***California State University Long Beach***

*Graduate Center for Public Policy and Administration*

**Master of Public Administration**

*Completed May 2023*

- Pi Alpha Alpha Honor Society

***University of Southern California***

*School of Policy, Planning, and Development*

**Bachelor of Science in Public Policy, Management and Planning**

*Completed December 2000*

- Dean's list
- **Course work:** Civil Engineering Graphics; Local Economic Development; Quantitative Methods for Planning and Development; Property Rights, Governance, and the Environment

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**Professional References**

**Michael J. Egan, City Manager (Retired)**

Tripepi Smith and Associates, 15642 San Canyon Avenue #525212, Irvine, CA 92619

(714) 323-1753

[mjegan58@att.net](mailto:mjegan58@att.net)

**Jeffrey L. Stewart, City Manager (Retired)**

Willdan, 2401 E. Katella Avenue, Suite 300, Anaheim, CA 92806

(310) 877-0052

**Hannah Shin-Heydorn, City Manager**

City of Stanton, 7800 Katella Avenue Stanton, CA 90680

(714) 890-4277

[HShinHeydorn@StantonCA.gov](mailto:HShinHeydorn@StantonCA.gov)

**Len Gorecki, Assistant City Manager / Director of Public Works**

City of Bellflower, 16600 Civic Center Drive, Bellflower, CA 90706

(562) 804-1424, ext. 2217

[lgorecki@bellflower.org](mailto:lgorecki@bellflower.org)

**HAILES H. SOTO**  
7730 Stewart and Gray Road  
Downey, CA 90241

Mobile: (323) 326-8156  
Email: hailes@outlook.com

### **Education**

California State University, Long Beach - Long Beach, CA  
Major: Master of Public Administration  
Certificate: Public Sector Employer-Employee Relations and Personnel Management  
Master's Degree Awarded May 2018

University of California, San Diego - La Jolla, CA  
Major: Urban Studies and Planning  
Bachelor of Arts Degree Awarded June 2004

South Gate High School – South Gate, CA  
Diploma Awarded June 1999

### **Skills**

Bilingual: English/Spanish  
Desktop publishing  
General office skills  
Type 70 wpm  
Windows Operating System  
Computer: ArcView (GIS), Microsoft Office (Word, PowerPoint, Excel, Access, Publisher, Outlook), Adobe Photoshop, HdL GIS

### **Membership**

American Planning Association (2006 – present)  
Kiwanis International – Board Member of the South Gate Kiwanis Club (2020 – present)  
Toastmasters International – President of the Bell Gardens Toastmasters Club (2021 – present)

### **Work Experience**

#### **Senior Management Analyst / Assistant to the City Manager (09/2019 - present)**

City of Bell Gardens – City Manager's Office  
7100 Garfield Ave, Bell Gardens, CA 90201  
Supervisor: Michael B. O'Kelly, City Manager, (562) 806-7700 ext. 7702

*Oversee day-to-day IT services including technical support/helpdesk for users, equipment purchases and installation, software application licensing and installation, and network/server/firewall management. Oversee the City's VoIP telephone system and copiers. Manage the City's website with daily updates. Manage City's social media accounts (Facebook, Instagram and Twitter). Designed graphics and infographics for social media and flyers. Created live social media coverage on Facebook, YouTube and website during key high-profile events. Assisted in building an ever-growing social media presence. Oversee the City's FEMA reimbursement during the COVID-19 pandemic. Research and write staff reports for City Council meetings. Develop, circulate and evaluate Request for Proposals for Public Outreach Consultants pertaining to a local transaction and use tax ballot measure for an upcoming election, Police Department Efficiency Study, Grant Writing/Administration and Program Management Services Consultant. Oversaw the City's 2020 Census public outreach campaign including the City's Ad Hoc Committee with local stakeholders. Oversee the City's Area E Disaster Management. Assisted with the production of a community stakeholder priorities online survey. Prepare yearly budget for IT services.*

**Associate Planner (08/2007 – 09/2019)**

City of Bell Gardens – Community Development Department  
7100 Garfield Ave, Bell Gardens, CA 90201  
Supervisor: Carmen Morales, City Planner, (562) 806-7700 ext. 7723

*Staff the Planning counter; respond to public inquiries; assisted in the revision of the zoning code; prepared departmental reports; research and processing of zoning code violations; review and approve Business License Zoning Compliance applications; review proposed residential, industrial, and commercial plans; present C.U.P., S.P.R. etc. to the Planning Commission; review and approve sign programs for new commercial centers; established moratoriums for medical marijuana dispensaries and massage practitioners and establishments; established the new FEMA Flood Maps; processed and managed the Mitigated Negative Declaration and entitlements for the Bicycle Casino Hotel Expansion; assisted with the adoption of the 2008-2013 and 2013-2021 General Plan Housing Element Updates; analyzed and issued recommendations for Planning and Business License fee schedules; assist with the yearly Planning Division budget*

**Assistant Planner (02/06 – 08/2007)**

City of Bell Gardens – Community Development Department  
7100 Garfield Ave, Bell Gardens, CA 90201  
Supervisor: Carmen Morales, City Planner, (562) 806-7700 ext. 7723

*Staff the Planning counter; respond to public inquiries; prepared departmental reports; research and processing of zoning code violations; review and approve Business License Zoning Compliance applications; review proposed residential, industrial, and commercial plans; present C.U.P., S.P.R. etc. to the Planning Commission; obtained the Metro Call for Projects grant for the Citywide Way finding signs*

**Community Development / Planning Intern (04/05 – 02/06)**

City of Bell Gardens – Community Development Department  
7100 Garfield Ave, Bell Gardens, CA 90201  
Supervisor: Carmen Morales, City Planner, (562) 806-7700 ext. 723

*Staff the Planning counter; responding to public inquiries; prepared departmental reports; research and processing of zoning ordinance violations; assisted with the Business License Zoning Compliance field inspections; assisted with final project inspections; assisted with the revision and adoption of the 3<sup>rd</sup> Cycle Housing Element; assisted with the review of proposed residential and commercial plans*

**Administrative Intern (10/04 – 05/06)**

City of Paramount – Public Safety Department  
15001 Paramount Blvd #C, Paramount, CA 90723  
Supervisor: Mike Carrillo, Community Liaison, (562) 220-2002 ext. 2057

*Assist with the Good Neighbor Program (property management training seminar); perform research and analysis on assigned projects; compile statistics and reports on criminal activity; interpreting city ordinances, policies, and procedures; prepare correspondence; conduct neighborhood surveys; assist with weekly Public Safety Commission reports (traffic citation statistics, loud party incidents, police follow-ups); assist with Public Safety budget reviews*

**Intern (11/00 – 08/04)**

KNK Seminars and Strategies  
6333 La Jolla Blvd #376, La Jolla, CA 92037  
Supervisor: Kristine N. Kneib, Ph.D., President, (858) 459-8058

*Creating PowerPoint presentations; database management; customer interface marketing; marketing mail distribution; graphic arts design; desktop publishing*

### **Commission Experience**

#### **County of Los Angeles Citizens Redistricting Commissioner (12/2020 - present)**

Inaugural and Independent County of Los Angeles Citizens Redistricting Commission (LA County CRC) passed resolutions to adopt the final redistricting plan which established the new boundaries of the five single-member supervisorial districts for the Los Angeles County Board of Supervisors.

### **References**

#### **Mr. Michael B. O'Kelly – City Manager**

City of Bell Gardens  
7100 Garfield Avenue  
Bell Gardens, CA 90201  
(562) 806-7702  
mokelly@bellgardens.org

#### **Ms. Carmen H. Morales – City Planner**

City of Bell Gardens  
7100 Garfield Avenue  
Bell Gardens, CA 90201  
(562) 806-7723  
cmorales@bellgardens.org

#### **Mr. Abel Avalos – Director of Community Development**

City of Lakewood  
5050 Clark Avenue  
Lakewood, CA 90712  
(562) 866-9771

#### **Mr. Aldo E. Schindler – Director of Community Development**

City of Downey  
11111 Brookshire Avenue  
Downey, CA 90241  
(562) 904-7168





**CITY OF BELL GARDENS  
OFFICE OF THE CITY MANAGER**

**AGENDA REPORT**

Item 13.

<b>TO:</b>	Honorable Mayor and City Council Members
<b>FROM:</b>	Michael O'Kelly, City Manager
<b>BY:</b>	Daisy Gomez, City Clerk
<b>SUBJECT:</b>	<b>LOCAL COMMISSIONS APPOINTMENT LIST</b>
<b>DATE:</b>	April 8, 2024

**RECOMMENDATION:**

It is staff's recommendation that the City Council review the Commissions Appointments List and by motion, remove commissioners and/or make appointments to the posted vacancies.

**BACKGROUND/DISCUSSION:**

The Local Appointments List includes all Bell Gardens Commissions and Commissioners. The City Council adopted Ordinance No. 825 on July 13, 2009 establishing minimum requirements for service on commissions. All Commissioners must reside within the City of Bell Gardens and may only serve on one Commission at a time. Once appointed, each Commissioner must adhere to the requirements of the City's Conflict of Interest Code and state-mandated AB 1234 ethics training and AB 1661 harassment training.

Ordinance No. 825 allows each Council Member to remove or appoint one candidate per Commission, subject to the approval of the Council majority. Appointed Commission Members serve terms that coincide with the term of the Council Member who made the appointment.

**CONCLUSION:**

After an appointment is made, Commission members will receive their Oath of Office before beginning service with their respective Commission at the next regularly scheduled Commission meeting. The City Clerk's Office will arrange for the proper filing of Conflict of Interest Code forms and schedule trainings for AB 1234 and AB 1661.

**FISCAL IMPACT:**

No fiscal impact.

**ATTACHMENTS:**

Exhibit 1 - Notice of Vacancies

**APPROVED ELECTRONICALLY BY:**

Michael B. O'Kelly, City Manager

Stephanie Vasquez, City Attorney and/or Susie Altamirano, Assistant City Attorney

Manuel Carrillo, Director of Finance and Administrative Services





# City of Bell Gardens


## NOTICE OF COMMISSION VACANCIES

The City Council is seeking applications for the following vacancies:

NAME	APPOINTED BY	NOTICE POSTED	APPOINTMENT DATE
<b>EDUCATION COMMISSION</b>			
Victoria Mirembre	Gomez		11/13/2023
Jeanette Beltran	Pulido		12/11/2023
VACANT	Sanchez	8/30/2023	
Kristina Paulo	Barcena		1/09/2023
Miguel Flores	Chavez		3/22/2021
<b>PLANNING COMMISSION</b>			
Gustavo Mendez	Gomez		8/28/2023
Andrew Leon	Pulido		11/13/2023
Oscar Boado	Sanchez		9/11/2023
VACANT	Barcena	3/12/2024	
Miguel De La Rosa	Chavez		1/11/2021
<b>RECREATION, CULTURAL AND YOUTH COMMISSION</b>			
Katelynn Cabrera	Gomez		10/23/2023
Cindy Alvarado	Pulido		2/27/2023
Cecilia Diaz-Jimenez	Sanchez		1/23/2023
Isabel Duron	Barcena		1/09/2023
Erika Cabrera	Chavez		3/11/2024
<b>SENIOR CITIZEN COMMISSION</b>			
Monica Kakimoto	Gomez		1/22/2024
Ernesto Ramirez	Pulido		12/11/2023
Stephanie Perez	Sanchez		1/23/2023
Ana M. Sanchez Flores	Barcena		1/09/2023
VACANT	Chavez	3/12/2024	
<b>TRAFFIC AND SAFETY COMMISSION</b>			
Raul Velasco	Gomez		10/09/2023
Jayson Gavilanes	Pulido		1/11/2021
Hugo Alvarado	Sanchez		1/09/2023
David Heredia	Barcena		1/09/2023
Carlos Jose Barrera	Chavez		1/11/2021

Applicants must be residents of the City. No person previously convicted of a felony in this state or elsewhere shall be permitted to serve on any City Commission. Before assuming the duties of a commissioner, each person appointed shall take and file with the City Clerk the same constitutional oath of office required of members of the city council. Any member of a commission shall be deemed to have resigned from the commission, and his or her office as a member of the commission shall automatically vacated, in the event, the member ceases to be a resident of the City or is convicted of a felony. (Bell Gardens Municipal Code Sections 2.68.030, 2.28.030, 2.22.030, 2.35.030)

Applications may be obtained from the City Clerk's Office: 7100 Garfield Ave, Bell Gardens, CA 90201. Applications will be accepted in the City Clerk's Office on a continuous basis until an appointment is made. Please call the City Clerk's Office at (562) 806-7705 for more information.

  
Daisy Gomez  
City Clerk



**CITY OF BELL GARDENS  
OFFICE OF THE CITY MANAGER**

**AGENDA REPORT**

Item 14.

<b>TO:</b>	Honorable Mayor and City Council Members
<b>FROM:</b>	Michael B. O'Kelly, City Manager
<b>BY:</b>	Rigo Barrios, Lieutenant
<b>SUBJECT:</b>	<b>CONSIDER REQUEST TO RENEW VEHICLE TOWING AND STORAGE SERVICES AGREEMENT</b>
<b>DATE:</b>	April 8, 2024

**RECOMMENDATION:**

Staff is seeking direction from the City Council to:

1. Approve the request for a five year extension to the current agreement, or
2. Deny the request for a five year extension to the current agreement and direct staff to issue a Request for Proposal (RFP) for towing and storage services.

**BACKGROUND/DISCUSSION:**

On July 11, 2019, a notice for a Request for Proposal (RFP) for a Non-Exclusive Franchise Agreement for towing and storage services was released. Four (4) companies responded to the RFP and submitted proposals to the City Clerk's Office. The City entered into a five-year agreement with Mr. C's Towing on October 14, 2019.

Per Section 2(D) of the current Agreement, the City Council may consider a request from Mr. C's Towing to renew the Agreement for an additional 5 years. In order for this renewal to be considered, Mr. C's Towing must file with the City, a written request for consideration of an extension, at least 120 days prior to the expiration of the existing Agreement. The City Council however, has the option to approve or deny the request to extend the Agreement for an additional 5 years.

Mr. C's Towing complied with Section 2(D) of the existing Agreement and filed a written request for extension on March 30, 2024, which is attached to this Staff Report as Exhibit 1.

During the course of the term, the City has been pleased with the level of service and professionalism provided by Mr. C's Towing. Mr. C's Towing has met and exceeded the needs and requirements of the City. Mr. C's Towing has recently acquired a new property in the city of Huntington Park which has provided additional storage for vehicles. Response times are above average as well.

**CONCLUSION:**

In October 14, 2019 Mr. C's Towing was awarded a contract agreement with the City after going through the request for proposal process. The term of the current Agreement is for five (5) years. Pursuant to Section 2(D) of the existing Agreement, Mr. C's Towing has requested a five (5) year extension in writing to the City. Staff is seeking direction to approve the extension request or deny the extension request and initiate the RFP process for towing and storage services.

**FISCAL IMPACT:**

At this time there is no fiscal impact to report.

**ATTACHMENTS:**

Exhibit 1 - Extension Letter from Mr. C's

Exhibit 2 - Existing Agreement with Mr. C's Towing

**APPROVED ELECTRONICALLY BY:**

Michael B. O'Kelly, City Manager

Stephanie Vasquez, City Attorney and/or Susie Altamirano, Assistant City Attorney

Manuel Carrillo, Director of Finance and Administrative Services

# Mr. C's Towing

March 30, 2024

City of Bell Gardens  
7100 Garfield Ave  
Bell Gardens , CA 90201

**Dear: City Council and Staff**

I hope this letter finds you well. As our contract for this year draws to a close, I would like to take this opportunity to extend my sincerest gratitude to you and the City of Bell Gardens for yet another successful year of collaboration.

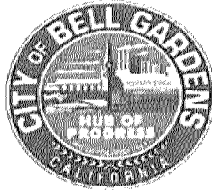
With the expiration of our current contract imminent, I am writing to express our keen interest in the possibility of extending our agreement for an additional five years, in accordance with the terms outlined in page 2, section 1, clause D of our existing agreement.

Over the course of the past five years, Mr. C's has been privileged to serve the Bell Gardens Police Department and actively engage in various community initiatives. We take immense pride in our contributions towards enhancing the well-being of the community we serve. The partnership with the Bell Gardens Police Department has been instrumental in achieving these goals, and we are genuinely appreciative of the opportunity to make a positive impact.

Your thoughtful consideration of our request to extend the contract will be sincerely appreciated. Should you have any queries or require further clarification regarding our proposal, please do not hesitate to reach out to me directly at (323) 680-1644.

Sincerely,

Adan Loya  
Director of Business Development



**TOWING SERVICES  
NON-EXCLUSIVE FRANCHISE AGREEMENT**

**FOR  
VEHICLE TOWING AND STORAGE SERVICES**

**BETWEEN**

**THE CITY OF BELL GARDENS**

**AND**

**MR. C's TOWING OF SOUTH GATE, INC.**

**DATED OCTOBER 14, 2019**

**FRANCHISE AGREEMENT FOR  
VEHICLE TOWING AND STORAGE SERVICES**

**THIS FRANCHISE AGREEMENT FOR VEHICLE TOWING AND SECURE STORAGE SERVICES (THE "AGREEMENT") IS MADE AND ENTERED INTO THIS 14TH DAY OF OCTOBER, 2019, BY AND BETWEEN THE CITY OF BELL GARDENS, A CITY CORPORATION ("CITY"), AND MR. C's TOWING OF SOUTH GATE, INC. ("FRANCHISEE").**

**SECTION 1. GRANT OF FRANCHISE**

**A. Purpose.**

City regularly requires motor vehicle towing and storage services, including the removal of abandoned, stolen and damaged vehicles, occasional towing and storage of City owned vehicles and special security for vehicles held for the investigation of crimes, pursuant to various provisions of the California Vehicle and other Codes.

This Agreement is intended to provide for the operation and administration of the Towing Program, and is in the vital interest of the City and is necessary for the health and welfare of its citizens

**B. Binding Agreement.**

In consideration of the mutual promises contained herein, the City of Bell Gardens having its principal place of business at 7100 S. Garfield Avenue, Bell Gardens, CA 90201 ("City") and Mr. C's Towing of South Gate, Inc. having its principal place of business at 4421 Mason Street, South Gate, CA 90280 ("Franchisee") enter into this Franchise Agreement ("Agreement") and each party agrees to be bound by and comply with all of the requirements of this Agreement.

**C. Grant of Non-Exclusive Franchise; Exclusions.**

This Agreement grants to Franchisee a non-exclusive Tow Service Franchise, which entitles Franchisee to the right and privilege to provide towing services to the City. Franchisee shall furnish all personnel, equipment and supplies necessary to provide the towing services required by this Agreement and by the Request for Proposals.

City reserves the right to enter into Tow Service Franchise Agreements with other entities for additional towing services at the sole and absolute discretion of the City.

## **SECTION 2. AWARD OF AGREEMENT**

### **A. Award.**

City hereby awards Franchisee the non-exclusive right to provide Towing Services, pursuant to the terms set forth in this Agreement and any and all applicable provisions of the Bell Gardens Municipal Code (the "BGMC"). Franchisee shall have, throughout the term of this Agreement, the non-exclusive right to provide Towing Services to City within the corporate boundaries of City as the same now exist, and within any territory City hereafter annexes during such term, except to the extent that Towing Services within such annexed territory would be unlawful or violate the legal rights of another person.

Franchise warrants that it will comply with all applicable federal, state and local laws and regulations, as they, from time to time, may be amended, specifically including, but not limited to all requirements of the California Vehicle Code, all requirements of the California Highway Patrol Tow Service Agreement and attachments, and all other applicable laws and regulations of the State of California, the County of Los Angeles, ordinances of the City of Bell Gardens and the requirements of Local Enforcement Agencies and other agencies with jurisdiction.

### **B. Effective Date.**

This Agreement shall be effective on the date that both parties have executed this Agreement, provided that said date is no later than thirty (30) days after the date the City Council, by resolution, approves this Agreement. This Agreement is further contingent upon the filing by Franchisee with the City Clerk of the fully executed Agreement.

### **C. Term.**

The term of this Agreement shall commence October 14, 2019 ("Commencement Date"), and shall continue thereafter for five (5) consecutive years. This Agreement shall expire and terminate at 11:59 p.m. on October 14, 2024, unless this Agreement has been renewed for a subsequent term as provided for in Section 2D of this Agreement or earlier terminated as provided in Section 2E herein.

### **D. Renewal Term.**

Commencing with the date of execution of this Agreement, City Council may consider a request from the Franchisee to renew this Agreement for an additional five (5) year term. The extension of the term, if exercised by the City Council, is subject to the following:

(i) Franchisee must file with City, at least one-hundred twenty (120) days prior to the expiration of the then current term, a written request for extension citing this provision; and

(ii) The City Council, in the reasonable exercise of its discretion, may approve or deny Franchisee's request upon consideration of Franchisee's past conduct under this Agreement and the applicable provisions of the BGMC. Notwithstanding the foregoing, this Agreement shall remain subject to suspension and/or termination during any renewal term pursuant to the provisions set forth in Section 2E herein.

**E. Suspension and Termination of Agreement.**

This Agreement may be suspended and/or terminated by the parties before the expiration of the the current term only as follows:

(i) Termination without Cause.

Either party may terminate the Franchise Agreement at any time, without cause, upon 30 days' written notice to the other party. Upon receipt of the notice of termination, the provider must immediately cease all work or services except as may be specifically approved by the City. Provider will be entitled to compensation for all services rendered prior to the effectiveness of the notice of termination and for additional services specifically authorized by the City. The City will be entitled to reimbursement for any expenses that have been paid for but not rendered.

(ii) Termination for Cause.

In the event Franchisee, or any of its officers, directors, shareholders, employees, agents, subsidiaries, or affiliates is convicted:

(a) of a criminal offense as an incident to obtaining or attempting to obtain a public or private contract or subcontract, or in the performance of a contract or subcontract;

(b) under state or federal statutes of embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property, or any other offense indicating a lack of business integrity or business honesty which currently, seriously, and directly affects responsibility as a public consultant or contractor;

(c) under state or federal antitrust statutes arising out of the submission of bids or proposals; or

(d) of violation of the conflict of interest provision of this Agreement, or for any other cause the City determines to be so serious and compelling as to affect Franchisee's responsibility as a public contractor, including but not limited to, disbarment by another governmental agency, then the City reserves the unilateral right to terminate this Agreement upon providing Franchisee with ten (10) days' written notice of termination, or to impose such other sanctions (which may include financial sanctions, temporary suspensions, or any other condition deemed appropriate short of termination) as it deems proper. In the event that the City terminates the Agreement for cause, Franchisee shall be entitled to the hearing and appeal rights applicable to disciplinary



procedures above. However, termination for cause pursuant to this paragraph shall be effective upon expiration of the ten (10) days' notification period set forth above.

Notwithstanding the foregoing, City may not exercise its rights pursuant to this paragraph unless and until City provides Franchisee written notice of such default in accordance with the procedures set forth in Section 4H herein, and Franchisee fails to cure such default within thirty (30) days of receipt of said notice.

**F. Conflicts.**

All provisions of the BGMC applicable to the performance of this Agreement are hereby incorporated by reference as though set forth in full, and form part of the terms and conditions of this Agreement. In the event any conflict arises between the terms and conditions of this Agreement and the provisions of the BGMC, the terms of this Agreement shall prevail.

Should the BGMC be amended, revised, superseded, or otherwise changed after the effective date of this Agreement, in a manner that would materially affect the terms and conditions of this Agreement, said amendment, revision or change shall not apply to this Agreement without Franchisee's written consent.

**SECTION 3. GENERAL CONDITIONS OF FRANCHISE.**

The Franchisee shall conduct business in an ethical, lawful and orderly manner so as to maintain the confidence of the community. While Franchisee is an independent contractor, each contact it has with the public may reflect upon the City. For that reason, and the inherent potential for conflict in vehicle removal and storage, Franchisee and its employees must maintain a fair, impartial, and reasonable attitude, and perform its duties in a courteous manner. Statements and actions of the Franchisee and its employees must be the result of considered judgment and absent of personal opinion or bias.

The Franchisee, when notified by the Chief of Police or his or her designee of any complaint of discourtesy by the Franchisee's employee(s), shall investigate and respond in writing to the Chief of Police or his or her designee within ten (10) calendar days of receipt of notification of the complaint. Franchisee's response shall include the results of its investigation and, if the complaint is found to be true, what measures the Franchisee took to address said complaint and prevent future complaints on the same issue.

Franchisee shall comply with all of the following conditions:

- A. Maintain a sign listing the rates and charges of all towing and storage services offered. Such sign shall be conspicuously placed in the office or other places where customer financial transactions take place.
- B. Have no more than two (2) telephone numbers listed with the Police Department.

- C. Use business-brand two-way radios and shall not use a short-waive police scanner or CB radio to answer police calls.
- D. Affix temporary markings on the windshield of all cars ordered impounded by the Police Department. In addition an operator may post a tag on the windshield of the car.
- E. Not release any vehicle in its possession for which a storage form was completed until all State and City requirements are met. This does not apply to vehicles legally obtained through lien sale or for which ownership is transferred to the Franchisee for payment of towing and storage fees.
- F. Furnish each owner of an automobile impounded by the tow truck operator with a fully itemized billing.
- G. Implement a written policy for lien fees, whereby a lien cannot be placed upon a vehicle until after 72 hours of impoundment in accordance with State law. The policy shall comply with all requirements of California Vehicle Code, §§ 22581 through 22851.12, or their successor provisions and shall be posted with the sign listing the tow rates.
- H. Have a schedule of rates available upon demand in all vehicles at all times.
- I. Not charges rates in excess of the Resolution describing the rate schedule approved by the City Council, attached hereto as Exhibit "A". Requests for a rate increase shall be made in writing to the Chief of Police, if desired, once in any given twelve (12) month period beginning on the anniversary date of this Agreement.
- J. Should there be any dispute between the Franchisee and owner of the vehicle over charges made for services rendered under the Franchise Agreement, such dispute shall be decided by the BGPD Chief of Police or his or her designee and the Franchisee shall make no demands upon the owner of the vehicle for a sum in excess of the amount determined to be reasonable by the Chief of Police or his or her designee. The Chief of Police or his or her designee may hold an administrative hearing if any party to the dispute so requests.
- K. Neither the City nor the BGPD shall be responsible to the Franchisee for payment of towing, removal, or storage charges. The Franchisee shall look to the owner of the vehicle for payment of applicable fees.
- L. The BGPD personnel who is requesting the impound shall be responsible for establishing that "probable cause" exists to impound the vehicle in question. When "probable cause" is lost prior to a vehicle being removed

to a Franchisee facility, no lien shall be attached and no fee shall be charged for the field release of a vehicle to a properly interested person.

- M. The Chief of Police or his or her designee has the authority to settle all disputes arising from actions by the Franchisee. The decision of the Chief of Police or his or her designee shall be binding on all parties involved. Inquiries pertaining to the conduct, practices, and regulation of the Franchisee may be referred to the City of Bell Gardens Police Department.

#### **SECTION 4. FRANCHISE FEES; PAYMENT; WAIVER.**

- A. Franchisee shall pay to City a franchise fee of sixty thousand dollars (\$60,000) ("Franchise Fee") for the term of the Agreement.
- B. The Franchise Fee shall be amortized over the term of the Agreement with payments due as follows: twelve thousand dollars (\$12,000) within thirty (30) days from the date the agreement is awarded and twelve thousand dollars (\$12,000) on each anniversary of the Effective Date of this Agreement until paid in full, with monthly installments of one thousand dollars (\$1,000) due on the tenth (10<sup>th</sup>) day of each month.
- C. In addition, Franchisee shall pay City an assessment fee of twenty-five percent (25%) of the gross receipts for each City generated tow and impound/storage ("Assessment Fee"). Gross receipts shall mean all revenues received from towing, impound/storage and related services plus incidental receipts of any kind earned or received by the Franchisee as a result of business conducted under this Agreement. Excluded from "Gross Receipts" shall be any receipts generated by Franchisee from lien sales on unclaimed vehicles. These excluded receipts shall not be subject to any assessment fee by the City.

Payment of the Assessment Fee shall be made to the City's Finance Department along with full assessment fee payment report generated by Franchisee providing a detailed accounting of the Gross Receipts and calculation of the Assessment Fee within 15 calendar days from the end of each month during the term of this Agreement. Franchisee shall forward a copy of the payment check or payment report to the Chief of Police at the time of payment.

- D. Any Franchise Fees or Assessment Fees, which remain unpaid for more than ten (10) calendar days after the date specified in subsection (B) and (C) above, shall be delinquent, and shall result in a penalty equal to ten percent (10%) per year, compounded daily, until fully paid.
- E. By accepting this franchise, the Franchisee irrevocably waives the defenses of any statute of limitation, laches, waiver or other legal or equitable doctrine

of similar import or effect in any action brought by City to recover any franchise fee, interest or penalties due under this Agreement.

F. By accepting this franchise, Franchisee agrees that if it challenges the right of City to collect the franchise fee, any relief requested by Franchisee and awarded to it by virtue of such challenge shall be prospective only, and only from the date of the filing of the initial pleading seeking such relief in a court of competent jurisdiction. Franchisee hereby waives any and all claims or rights to collect back from City, or obtain credit against future payment obligations, any amounts collected by City prior to the filing of the initial pleading seeking such relief. In the event the Franchisee's challenge to any franchise fee payments should result in an initial judgment in its favor, Franchisee shall continue to make all franchise fee payments in accordance with this Agreement pending an appeal by City. In the event the court of appeal, or trial court if City elects not to appeal, determines that City is not entitled to collect any or all of the franchise fees, City shall refund to franchisee those portions of the franchise fee which the court deems City was not entitled to collect, and which were made subsequent to the filing of the initial action by Franchisee, exclusive of interest on such amount.

G. City shall retain the right to impose alternative forms of taxes and/or fees in the event that the Franchise Fee or Assessment Fees provided for in this Agreement are no longer assessable due to a subsequent change in federal, state, or local law.

H. **Notices.**

(i) Designation of Representatives. Each party shall designate a representative to serve as that party's primary contact for the administration of this Agreement at all times during the term hereof. City hereby designates the Chief of Police and City Manager and his or her designee as the City Representative. Franchisee hereby designates Jerry Brown, as the Franchisee Representative.

(ii) Franchisee Representative. The Franchisee Representative shall be principally responsible for Franchisee's obligations under this Agreement and shall serve as the principal liaison between Franchisee and City. The Franchisee Representative shall be authorized to act in Franchisee's behalf with respect to the services specified herein. The Franchisee Representative shall remain responsible during the term of this Agreement for directing all activities of Franchisee and devoting sufficient time to personally supervise the services hereunder. Designation of another representative by Franchisee shall not be made without the prior written consent of City. Unless otherwise specified herein, approval of the Franchisee Representative required hereunder shall be deemed the approval of the Franchisee.

(iii) City Representative. The City Representative shall be the primary contract administrator for City. It shall be the responsibility of the Franchisee Representative to

assure that the City Representative is kept informed of the progress of the performance of Towing Services, and Franchisee shall refer any decisions which must be made by City to the City Representative. Unless otherwise specified herein, approval of the City Representative required hereunder shall be deemed the approval of the City.

#### **SECTION 5. GENERAL CONDITIONS RELATING TO TOW SERVICE LOTS.**

Franchisee shall comply with all of the following conditions:

- A. The Franchisee shall possess a lot able to hold a minimum of one hundred (100) vehicles on its lot. Lighting shall be sufficient to afford easy visibility to all areas of the lot. The lot must be in a commercial or industrial area in a zone for which the business use is permitted and located within seven (7) miles of the City. The business must comply with all City, County and/or State standards and must at all times possess a valid and current City business license in accordance with the Bell Gardens Municipal Code.
- B. The Franchisee's lot must be completely enclosed with a minimum of a six-foot high fence equipped with a security device, as approved by the City's Community Development Department. Security in the lot shall be adequate to preclude theft, vandalism or damage by activity while in the carrier establishment. No stored vehicles shall be visible from any adjacent roadway. No vehicles shall be parked or stored on the public streets at any time. The business must provide off-street parking for its equipment and be able to accommodate at least four (4) additional customer parking spaces. In addition to the four (4) customer parking spaces, at least one (1) additional customer parking space shall be provided for handicapped parking purposes. Said handicapped parking space shall be van accessible. Storage vehicles should be secured away from customer parking and the office area.
- C. The Franchisee must have an office and lot in the same location within seven (7) miles of the City, with a sign posted that includes the company name, address, phone number and hours of operation, to be clearly visible from the roadway and shall have been operating out of an office and a storage yard, meeting the requirements of this ordinance, within seven (7) miles of the City for at least two full calendar years prior to applying for and obtaining a franchise pursuant to this chapter.
- D. It is the responsibility of the Franchisee to protect all vehicles, vehicle parts and/or attached accessories impounded by peace officers or City law enforcement personnel until such time the vehicles have either been released to properly interested persons or have been disposed of through legal process.

Vehicle parts and/or attached accessories shall not be removed from an impounded vehicle with a criminalistics/evidentiary hold on the vehicle without the prior approval of the concerned law enforcement personnel. The Franchisee's garage employees from other impounded vehicles may remove vehicle parts

and/or attached accessories for safekeeping. When the Franchisee's employee removes vehicle parts and/or attached accessories for safekeeping from a vehicle it shall:

- (i) Record a description of the removed vehicle parts and/or attached accessories on the corresponding copy of the garage impound report.
- (ii) Implement controls to inform the Franchisee's office personnel responding to public inquiries that vehicle parts and/or attached accessories have been removed from a vehicle.
- (iii) Cause the vehicle parts and/or attached accessories to be individually packaged and identified.
- (iv) Provide a secure location for the storage of the vehicle parts and/or attached accessories to preclude loss, theft or damage.
- (v) Inform properly interested persons that parts and/or attached accessories have been removed and how they may obtain possession of that property.

E. Operator must submit their proposed storage fees for inside and outside storage. Once the fees have been approved by the City Council and the Chief of Police they must be posted near the cashiers' station as described in California Civil Code 3070, disclosing all storage fees and charges in-force, including the maximum storage rate.

(i) Owners of vehicles stored 24 hours or less shall be charged no more than 1 day storage, each day thereafter shall be calculated by calendar days.

(ii) The schedule of rates charged by operator shall be available in the tow vehicles and shall be presented upon demand of person's to who the tow services were provided or their agent or the Police Officer at the scene.

#### **SECTION 6. OPERATING HOURS; AFTER HOURS CHARGES; RESPONSE TIMES.**

- A. The Franchisee business must be open to the public at least eight hours per day, Monday through Friday.
- B. The Franchisee shall not charge an after-hours fee to persons who appear to claim a stolen vehicle on a Saturday between the hours of 8 AM and 12 PM. Upon approval of the Police Department, the operator may release personal property from an impound vehicle at the request of the vehicle owner or their agent. There shall be no charge for the release of personal property during normal business hours. Operators may charge an after hours release fee for property released after normal business hours.

- C. The Franchisee must tow and store police vehicles within seven (7) miles of the City boundaries and vehicles seized as evidence in criminal investigations, free of charge to the City. However, to the extent permitted by law, Franchisee will be permitted to recover said fees from other responsible parties. The Franchisee must also tow any City vehicle, with the exception of City vehicles requiring a heavy-duty tow, within the City boundaries free of charge. Finally, the Franchisee must Tow any City vehicle requiring a heavy-duty tow, regardless of location, and any City vehicle located outside the City or police vehicle more than 10 miles from the City boundaries, at a cost equal to fifty (50%) percent of the established rate for such tows.
- D. The Franchisee must provide on their lot, to the Bell Gardens Police Department, free of charge, storage for four (4) vehicles in an inside garage for V.I.N. and mechanical inspections, as requested.
- E. After receipt of a request to respond, the response time for arrival shall not exceed 20 minutes.
- (i) The operator shall notify the Police Department Communications Center when a tow unit cannot respond within the 20 minute time period. The operator must give reason and an estimated time of arrival.
- (ii) In the event that the tow vehicle is unable or doesn't arrive within 30 minutes of time of call, the Bell Gardens Police Department reserves that right to request towing services from another tow company.
- F. The Franchisee shall furnish such services as requested by the BGPD and noted in the Franchise Agreement at any time during the day or night and shall:
- (i) Give priority to City calls when requested;
- (ii) Maintain sufficient personnel and equipment to provide for a maximum response time of fifteen (15) minutes, except as otherwise provided herein;
- (iii) Notify the BGPD upon receipt of request for tow when a tow unit cannot respond immediately and give an estimated time of arrival;
- (iv) The Franchisee shall provide immediate response whenever requested to respond to the scene where a child is locked in a car or other emergency of such type.
- G. Contractor shall provide emergency service for vehicles within 50 miles of the City limits at no charge to the City. This service shall be provided at all times including weekends and holidays. Emergency service shall include but is not limited to tire changes, battery jump starts and towing inoperable vehicles.

## **SECTION 7. EQUIPMENT.**

### **A. General.**

At its expense, an operator must have the following equipment that conforms to California Highway Patrol's Classification (CHP Class) for the gross vehicle weight ratings (GVWR) of truck chassis. The operator's vehicles must also be in compliance with the applicable provisions of the California Vehicle Code, applying to tow trucks (615 CVC), including but not limited to Sections 615, 21711, 24606, 25100, 27700, 27907, and all other regulations pertaining to lighting and safety equipment. Operator shall equip and maintain tow trucks in accordance with the provisions set forth in the California Vehicle Code and consistent with industry Standards & Practices.

### **B. Vehicles.**

(i) Operator must have a minimum of three (3) standard tow vehicles, 1 ton rating or greater with dual rear wheels and one flat bed tow vehicle always available.

(i) None of the vehicles shall be converted pick up trucks or vehicles not specifically built by manufacturer for towing other vehicles.

(ii) Contractor shall have access to either, through a sub-contract, or as an owner of equipment a tow vehicle capable of towing large trucks (semi type).

(iii) All tow vehicles shall have necessary communications equipment for radio transmission and reception & shall comply with FCC regulations and requirements. City frequencies shall not be used. Equipment shall be purchased and maintained solely at contractor's expense.

(iv) Each tow vehicle shall have a cable of sufficient size & capacity to retrieve vehicles that may have gone over embankments or off traveled portions of roadways and into inaccessible locations.

(v) All towing vehicles shall be equipped with the auxiliary equipment required for vehicles towing for the California Highway Patrol, in accordance with Attachment "C" of the State of California, Department of California Highway Patrol Tow Service Agreement (CHP 234 (REV. 1-98) OPI 061), or any successor Tow Service Agreement.

(vi) The Police Department also reserves the right to require that all towing vehicles be inspected by an automotive professional certified by the State of California Bureau of Automotive Repair, and selected by the Police Department. All vehicle inspection fees shall be borne solely by the franchisee and shall be due and payable upon presentation of the vehicle for inspection. A yearly inspection of all vehicles is required and the franchisee shall not interfere in any way with any such inspections. The towing franchisee is responsible for arranging the annual vehicle inspection with



the Police Department. Any towing vehicle that fails an inspection shall not be used to provide towing service in the City until it is repaired and passes re-inspection. In lieu of the aforementioned inspection procedures, the Chief of Police may deem the inspection procedures of the California Highway Patrol, that are in effect at the time, to be sufficient to meet the requirements of this section.

**C. Tow Drivers.**

(i) Operators shall ensure that only qualified and competent tow Drivers respond to calls initiated by the Police Department. Tow drivers shall be at least 18 years of age and possess the appropriate minimum class Drivers' License and qualifications.

(ii) All tow Drivers shall be thoroughly trained in the proper and safe use of all equipment used in the performance of their duties.

(iii) All drivers shall be uniformed with the name of the towing company and their individual name.

(iv) All personnel acting on behalf of the operator shall be finger printed and photographed by the Bell Gardens Police Department. The City may, at its discretion, conduct a background check as part of the proposal evaluation process of any employee that may include, but is not limited to: fingerprinting, a check of criminal convictions, credit history, driving history, and civil liens and judgments. If the City determines, through a background check, that an employee is not qualified to provide services to the City as specified in the RFP, the City will notify the operator in writing as to the City's findings. Although the operator may retain the disqualified employee, the operator must not use or dispatch the disqualified employee for a service that operator provides to the City pursuant to the Franchise Agreement.

(v) The operator shall as a minimum, maintain the following information for each employee;

1. Full Name of the driver
2. Date of birth
3. California Drivers' License Number
4. Copy of valid Medical certificate (if required)
5. Job title and description
6. Current home address and number, and
7. Types of vehicles the driver has been trained and instructed to operate

**SECTION 8. GENERAL PROVISIONS.**

**A. Insurance.**

The Franchisee shall produce and maintain for the duration of the Franchise Agreement the insurance as required in this section. Franchisee shall not commence

work under this Agreement until proof of all required insurance has been provided to and accepted by the City. The Franchisee shall file with the Bell Gardens Police Department Chief of Police a policy or duly authorized certificate of public liability insurance insuring the City, its officers, agents and employees, against liability. Franchisee shall maintain limits no less than:

(i) Workers' Compensation Insurance: as required by the State of California, and Franchisee's liability insurance, with limits not less than \$1,000,000 each accident. The workers' compensation policy shall be endorsed to contain a waiver of subrogation in favor of the City for all work performed by the Franchisee under this Agreement.

(ii) Garage Liability Insurance: at least as broad as Insurance Services Office (ISO) occurrence Form CA 00 05 with Broadened Coverage - Garage Endorsement (CA 25 14). Such insurance shall include coverage for liability arising out of garage operations with limits not less than \$1,000,000 each accident and \$2,000,000 in aggregate, and automobile liability coverage for owned, hired and non-owned automobiles with limits not less than \$1,000,000 each accident. The insurance shall also include Garagekeepers Liability coverage for each location the Franchisee may utilize to provide service under this contract with limits of not less than \$1,000,000 per location.

(iii) Commercial Business Automobile Liability (as required by section 16500.5 CVC). Operator agrees to maintain a comprehensive commercial business automobile liability coverage. Bodily injury, death, loss or damages because of wrongful or neglect acts or omission by the insured with a combined single limit of not less than \$2,000,000.00.

(iv) Uninsured Motorist Insurance – legal minimum, combined single limits.

(v) Operator shall maintain Garage Liability Insurance with minimum limits of liability of \$1,000,000.00 combined singles limit coverage against an injury, death or loss or damages because of wrongful or neglect acts or omission by the insured.

(vi) Garage-Keepers Liability-Protecting a vehicle from loss or damage while the vehicle is in Franchisee's care, custody or control.

(vii) On Hook Physical Damage Liability Insurance with limits not less than \$500,000 per vehicle.

(viii) Deductibles or self-insured retentions must be declared to and approved by the City. At the option of the City, either (a) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City, its officers, officials, employees and volunteers or (b) the Franchisee shall provide a financial guarantee satisfactory to the City guaranteeing payment of losses and related investigations, claim administration, and defense expenses.

(ix) Other insurance provisions: The policies are to contain, or be endorsed to contain, the following provisions:

(a) The Commercial General Liability policy shall be endorsed to provide that the City, its officers, officials, employees, and volunteers are covered as additional insureds with respect to liability arising out of work or operations performed by or on behalf of the Franchisee under the Franchise Agreement. Proof of this coverage must be in the form of an additional insured endorsement to the Franchisee's insurance using ISO CG 20 10 11 85 or its equivalent language. If coverage is provided in the form of a Garage Liability Policy, such policy shall be endorsed to include equivalent additional insured status to the City, its officers, officials, employees and volunteers.

(b) For any claims related to this project, the Franchisee's insurance coverage shall be primary insurance as respects the City, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, or volunteers shall be excess of the Franchisee's insurance and shall not contribute with it.

(c) Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, reduced in coverage or in limits, or cancelled by either party, except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the City.

(d) Subcontractors: Franchisee shall include all subcontractors as insureds under its policies or require and verify that all subcontractors maintain insurance meeting all the requirements of this Agreement.

(x) Verification of Coverage

(a) Franchisee shall furnish the City with original certificates and endorsements, including amendatory endorsements, affecting coverage required herein. All certificates and endorsements must be received and approved by the City before work commences under the Franchise Agreement. The City reserves the right to require complete, certified copies of all required insurance policies and endorsements required by these specifications at any time during the term of this contract. Neither the failure of the Franchisee to supply required proof of coverage, nor the failure of the City to approve same shall alter or invalidate the provisions of this contract.

(b) The Franchisee shall submit evidence of appropriate replacement or renewal coverage for all required insurance that expires or is cancelled during the term of the Contract. Such evidence shall be provided to the City no later than 15 calendar days prior to the expiration or termination of coverage. If operator fails to maintain the required insurance in full force and effect, all work under this Contract shall be discontinued immediately, and all payments due or that become due to Franchisee shall be withheld until City receives required evidence that coverage has been restored.

(c) Acceptability of Insurers: Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII.

(d) All policies required pursuant to this section shall be submitted to the Bell Gardens City Attorney for approval as to form.

**B. Indemnification.**

(i) Franchisee agrees to indemnify, defend and hold harmless the City, its elected officials, officers, agents and employees ("Indemnities"), at Franchisee's sole expense, from and against any and all loss, liability, penalties, forfeitures, claims, actions, suits or other legal proceedings of any kind asserted against the City, its elected officials, officers, agents, and employees arising out of the performance of Franchisee, its employees, representatives, agents, and sub operators under this agreement, excepting only such claims or actions which may arise out of sole or active negligence of the City, its elected officials, officers, agents and employees. The defense obligation provided for hereunder shall apply without any advance showing of negligence or wrongdoing by the Franchisee, its employees, and/or authorized sub operators, and/or whenever any claim, action, complaint or suit asserts liability against the City, its elected officials, officers, agents, and employees based upon the work performed by the Franchisee, its employees, and/or authorized sub operators specifically named or otherwise asserted to be liable. This provision shall supersede and replace all other indemnity provisions contained either in the City's specifications or Franchisee's proposal, which shall be of no force and effect.

(ii) The Franchisee's obligation to defend, hold harmless, and indemnify shall not be excused because of the Franchisee's inability to evaluate liability or because the Franchisee evaluates liability and determines that the Franchisee is not liable to the claimant. The Franchisee must respond within thirty (30) days to the tender of a claim for defense and indemnity by the City, unless this time has been extended by the City. If the Franchisee fails to accept or reject a tender of defense and indemnity within thirty (30) days, in addition to any other remedy authorized by law, as much of the money due the Franchisee by virtue of the Franchise Agreement as shall reasonably be considered necessary by the City may be retained by the City until final disposition has been made or the claim or suit for damages, or until the Franchisee accepts or rejects the tender of defense, whichever occurs first.

(iii) With respect to third party claims against the Franchisee, the Franchisee waives any and all rights of any type to express or implied indemnity against the Indemnities.

(iv) Separate Counsel: City may elect to have separate legal counsel from Franchisee at any time at its sole discretion, and in such case Franchisee will pay one-half (1/2) of all fees and costs and charges for such separate legal counsel.

(v) Subcontractors: Franchisee shall require all subcontractors to enter into an Agreement containing the provisions set forth in this subsection in which the subcontractor fully indemnifies the City in accordance with this Agreement.

(vi) Exception: Notwithstanding Subsections 8B(a)-(b) above, Franchisee's obligation to indemnify, hold harmless and defend the City, its officers and employees shall not extend to any loss, liability, penalty, claim, damage, action or suit arising or resulting solely from acts or omissions constituting willful misconduct or sole negligence on the part of the City, its officers or employees.

(vii) Damage by Franchisee: If Franchisee's employees or subcontractors cause any injury, damage or loss to City property, including by not limited to City streets or curbs, Franchisee shall reimburse City for City's cost of repairing such injury, damage or loss. Such reimbursement is not in derogation of any right of the City to be indemnified by Franchisee for any such injury, damage or loss. With the prior written approval of City, Franchisee may repair the damage at Franchisee's sole cost and expense.

(viii) Tort Claims Act: This Agreement shall in no way act to abrogate or waive any immunities available to the City under the Tort Claims Act of the State of California.

**C. Assignment or Transfer Prohibited.**

The reputation, capability and identity of Franchisee are important and material factors in the award of this franchise. Accordingly, Franchisee shall not assign, sell, subcontract, or otherwise transfer any of its obligations, rights, benefits, or other interests it may have under this Agreement to any other person or entity without the prior written consent of City to such transfer or assignment. City may, in its sole discretion, withhold consent to any sale, assignment, or other transfer of this Agreement with or without cause, and may solicit new proposals for the Towing Program. City's consent to a transfer or assignment shall neither relieve Franchisee of its obligations under, nor alter the terms of, this Agreement. For the purposes of this section, the sale, assignment, or other transfer from any person or group of persons collectively having an interest of fifty percent (50%) or more in Franchisee (whether by means of ownership of stock, partnership interests, tenancy, or otherwise) to any other person or entity shall be deemed an assignment subject to the provisions of this section. Any attempted or purported assignment, sale or other transfer by Franchisee without the prior written consent of City shall be null, void and of no effect.

**D. Notices.**

Any notice authorized or required to be given by this Agreement shall, unless otherwise specified in this Agreement, be served by personal delivery or by depositing such notice in the United States mail with first-class postage prepaid, addressed to the person and addresses listed below for each party, unless written notice is provided by either party as to a change of address for that party:

**City:** City Manager and Chief of Police  
Bell Gardens Police Department  
7100 South Garfield Avenue  
Bell Gardens, CA 90201

**Franchisee:** Mr. C's Towing of South Gate, Inc.  
4421 Mason Street  
South Gate, CA 90280

For the purposes of this Agreement, notices shall be deemed communicated as follows: (i) Notices delivered personally shall be deemed communicated as of the date of actual receipt; (ii) Notices sent via regular mail (whether by first class mail, registered mail or certified mail) shall be deemed communicated as of three (3) days after deposit thereof in the United States mail, addressed as shown on the addressee's registry or certificate of receipt; and (iii) Notices sent via Federal Express or similar courier service shall be deemed communicated two (2) days after deposit of such notices with Federal Express or similar courier or one of its agents.

**E. Authority to Enter Agreement.**

City and Franchisee warrant that the individuals who have signed this Agreement have the legal power, right, and authority to enter into this Agreement so as to bind each respective party to perform the obligations and conditions imposed upon each party herein.

**F. Audit of Franchisee's Books and Accounts.**

Franchisee shall maintain the books and records of each tow or storage as required by Vehicle Code section 10650 and any other state law or regulation and this Agreement. All records, equipment, and storage facilities shall be open to periodic inspection by the BGPD personnel or its designated representative. Any deficiencies shall be corrected as soon as practicable upon request of the BGPD. Franchisee shall permit and facilitate any inspections or audits that City may require.

Franchisee acknowledges, understands and agrees that any and all records provided to the City or otherwise maintained in compliance with Vehicle Code section 10650 may be subject to production to third-parties under the California Public Records Act (Government Code section 6250 et seq) and City reserves right to produce such records to the extent City, in its discretion, determines that such records are subject to disclosure. Franchisee shall make its books and records available to City during regular business hours, upon 24-hours written notice from City, for the purpose of auditing and verifying Franchisees payment of Franchise Fees and compliance with this Agreement.

**G. Severability.**

Whenever possible, each and every provision of this Agreement shall be interpreted in such a manner as to be valid under applicable law. If any provision, or portion thereof, of this Agreement, or the application of the same to any person or circumstances, is for any reason held to be invalid or unenforceable by a court of competent jurisdiction, such provision, or portion thereof, shall be severed from this Agreement and shall not affect the validity of the remaining portions of this Agreement. City and Franchisee expressly declare that each would have entered into this Agreement, and each and every section and provision herein, irrespective of the fact that any one or more provisions may be declared invalid or unconstitutional.

**H. Independent Contractor.**

Franchisee is, and shall at all times remain as to City, a wholly independent contractor. Franchisee shall not, at any time, or in any manner, represent that it or any of its agents or employees are in any manner agents or employees of City. Franchisee shall have no power to incur any debt, obligation, or liability on behalf of City. Neither City nor any of its agents shall have control over the conduct of Franchisee or any of Franchisee's employees, except as set forth in this Agreement. Franchisee agrees to pay all required taxes on amounts paid to Franchisee under this Agreement, and to indemnify and hold City harmless from any and all taxes, assessments, penalties, and interest asserted against City by reason of the independent contractor relationship created by this Agreement. Franchisee shall fully comply with the workers' compensation laws regarding Franchisee and its employees. Franchisee further agrees to indemnify and hold City harmless from any failure of Franchisee to comply with applicable workers' compensation laws. City shall have the right to offset against the amount of any compensation due to Franchisee under this Agreement any amount due to City from Franchisee as a result of Franchisee's failure to promptly pay to City any reimbursement or indemnification arising under this Section 8H.

**I. No Third Party Beneficiaries.**

This Agreement, its provisions, and its covenants, are for the sole and exclusive benefit of City and Franchisee. No other parties or entities are intended to be, nor shall be considered, beneficiaries of the performance by either party of any of the obligations under this Agreement.

**J. No Waiver.**

Any failures or delays by City in asserting any of its rights and remedies as to any default shall not operate as a waiver of any default or of any such rights or remedies. Delays by City in asserting any of its rights and remedies shall not deprive City of its right to institute and maintain any actions or proceedings which it may deem necessary to protect, assert, or enforce any such rights or remedies

**K. Time is of the Essence.**

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

**L. Modification and Amendment.**

This Agreement may not be modified, supplemented, or amended, except by written agreement signed by each of the parties hereto.

**M. Binding on Successors and Assigns.**

This Agreement, and each and every covenant, obligation, and condition herein, shall be binding on and shall inure to the benefit of the successors and assigns of City and Franchisee.

**N. Institution of Legal Actions.**

In addition to any other rights or remedies, either party may institute legal action to cure, correct, or remedy any default, to recover damages for any default, or to obtain any other remedy consistent with the purpose of this Agreement. Such legal actions must be instituted in the Superior Court of the County of Los Angeles, State of California, in any other appropriate court in that County, or in the Federal District Court in the Central District of California.

**O. Attorney's Fees.**

In the event either party brings an action at law or in equity, including any action for declaratory relief, to enforce the provisions of this Agreement against the other party, the prevailing party shall be entitled to recover from the other party reasonable attorneys' fees, costs and expenses incurred in connection with the prosecution or defense of such action which may be set by the Court in the same action or in a separate action brought for that purpose, in addition to any other relief to which the prevailing party may be entitled under law

**P. Applicable Law.**

The laws of the State of California shall govern the interpretation and enforcement of this Agreement.

**Q. Use of Caption.**

The use of captions to identify the various articles and paragraphs of this Agreement are solely for reference and as a matter of convenience, and in no way bind, emit, or describe the scope or intent of any provision.



**R. Interpretation.**

City and Franchisee acknowledge that this Agreement is the product of mutual, arms-length negotiation and drafting, and each party expressly represents and warrants to the other that it has been represented by legal counsel in the negotiation and drafting of this Agreement. Accordingly, the rule of construction which provides that all ambiguities in the document shall be construed against the drafter of that document shall have no application to the interpretation and enforcement of the provisions of this Agreement.

**S. Cooperation and Further Acts.**

City and Franchisee hereby agree to execute such other instruments and to do such further acts as may be reasonably required by, or necessary to carry out, the provisions of this Agreement

**T. Reservation of Rights.**

City and Franchisee expressly reserve all rights that they may possess under the law unless expressly waived herein. By entering into this Agreement, neither City nor Franchisee waives any rights which it now or may later enjoy under applicable law, and City and Franchisee specifically reserve their rights to take full advantage of any changes in the law during the term of the Franchise

**U. Force Majeure.**

If either City or Franchisee is unable to perform its duties under this Agreement due to strikes, lock-outs, labor disputes, inability to obtain labor, governmental restrictions, regulations or controls, civil commotion, fire or other casualty, emergency, or any other cause beyond the reasonable control of either City or Franchisee, such non-performing party shall be excused from the performance of its obligation by the other Party, and shall not be in breach of this Agreement, for a period equal to any such prevention, delay or stoppage

**V. Incorporation by Reference.**

All exhibits attached to this Agreement or documents expressly incorporated by reference shall be deemed incorporated into this Agreement by the individual reference to each such exhibit or document, and all exhibits and documents shall be deemed part of this Agreement as though set forth in full. In the event of any conflict between the express provisions of this Agreement and the provisions of any exhibit or document incorporated herein by reference, the provisions of this Agreement shall prevail.

**W. Integration.**

This Agreement represents the entire and integrated agreement between City and Franchisee and supersedes any prior negotiations, representations, or agreements, whether written or oral, with respect to the subject matter hereof.

**X. Use of City Name.**

Franchisee shall not use the words "BELL GARDENS" or "CITY" or like words in its corporate names, style of business, or on its equipment, nor shall Franchisee utilize the state words in any publication, promotion, program, etc., without the prior expressed written consent of the City of Bell Gardens.

**SECTION 9. FRANCHISEE'S REPRESENTATIONS AND OBLIGATIONS.**

**A. Personnel.**

Franchisee represents that it has, or shall secure at its own expense, all personnel required to perform the Towing Services contemplated by this Agreement. Franchisee may associate with or employ associates or subcontractors in the performance of the Towing Services upon obtaining the prior written approval of City to such association or subcontract, but shall remain, at all times, primarily responsible for the performance of the Towing Services.

**B. Governing Requirements.**

Franchisee shall operate its tow service and shall perform all Towing Services required of it under the terms of this Agreement in full compliance with the regulations set forth in this Agreement, including the Service Provisions, and all applicable federal, state and local laws.

**C. Performance and Operational Standards.**

Franchisee shall perform the Towing Services in accordance with the standards set forth under federal, state and local law and in the Service Provisions. Franchisee shall at all times comply with such operating standards, noticing requirements and service requirements mandated under Article 1 of Chapter 10 of Division 11 of the California Vehicle Code (Vehicle Code section 22650 et seq.) including but not limited to those operating standards, noticing requirements and service requirements set forth under Vehicle Code sections 22655.5(c), 22658, and 22699. The failure to abide by such operating standards, noticing requirements and/or service requirements shall constitute an Event of Default under this Agreement.

**D. Rates and Charges.**

Rates and charges Franchisee may charge for the removal and storage of vehicles towed by Franchisee in the performance of the towing services contemplated by this Agreement shall not exceed the rates and charges set forth in the Service Provisions.

**E. Prohibited Employment.**

In addition to all other conditions of approval, the City Council of the City of Bell Gardens has also conditioned approval of this Agreement on Franchisee's compliance with the following: To the fullest extent permitted by law, under no circumstances may Franchisee do any of the following during the term of this Agreement or any Renewal Term as the same are defined under Section 2C of this Agreement, above: (i) employ or offer employment to any person who is currently employed by the City of Bell Gardens; (ii) employ or offer employment to any former employee of the City of Bell Gardens whose employment ended or was otherwise terminated (for whatever reason) less than one year from the date the former employee is employed or offered employment by Franchisee; (iii) engage any employee of the City of Bell Gardens or offer to engage any employee of the City of Bell Gardens as an independent contractor or agent of Franchisee; and/or (iv) engage or offer to engage any former employee of the City as an independent contractor or agent of Franchisee where such engagement or offer to engage is made less than one year from the date the former employee's employment with the City of Bell Gardens ended or was otherwise terminated (for whatever reason).

**SECTION 10. SIGNATURES**


This Agreement may be executed in any number of counterparts, each of which so executed shall be deemed an original, but all of which when taken together shall constitute one and the same instrument.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, City and Franchisee have caused the within Agreement to be duly executed by their respective officers.

**CITY OF BELL GARDENS**

By: \_\_\_\_\_

  
Alejandra Cortez  
Mayor

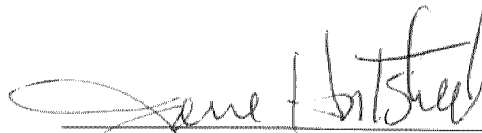
**APPROVED AS TO FORM:**

**ATTEST:**



on behalf of \_\_\_\_\_

Rick Olivarez  
City Attorney Rick



Jane Halstead  
City Clerk

**FRANCHISEE:**

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: 11-27-19