

AGENDA

Regular Meeting of the Bradbury City Council To be held on Tuesday, May 17, 2022 Closed Session Immediately Following at the Bradbury Civic Center 600 Winston Avenue, Bradbury, CA 91008

Pursuant to California Government Code section 54953(e)(1), the City is allowing Council Members, Staff and the public to participate in this City Council meeting by means of a Zoom video or telephone call. You will be able to hear the entire proceedings (other than the Closed Session) and to speak during Public Comment, Public Hearing, and other authorized times. Members of the public must maintain silence and mute their microphones and telephones except during those times. The Zoom information is <https://us02web.zoom.us/j/83993753634>, One tap mobile +16699009128, 83993753634#, or dial (669) 900-9128 and enter code 839 9375 3634#.

OPEN SESSION 7:00 PM

Each item on the agenda, no matter how described, shall be deemed to include any appropriate motion, whether to adopt a minute motion, resolution, payment of any bill, approval of any matter or action, or any other action. Items listed as "For Information" or "For Discussion" may also be subject of an "action" taken by the Board or a Committee at the same meeting.

CALL TO ORDER/PLEDGE OF ALLEGIANCE

ROLL CALL: Mayor Bruny, Mayor Pro-Tem Lathrop, Councilmembers Barakat, Hale and Lewis

APPROVAL OF THE AGENDA: Majority vote of City Council to proceed with City Business

DISCLOSURE OF ITEMS REQUIRED BY GOVERNMENT CODE SECTION 1090 & 81000 ET. SEQ.

PUBLIC COMMENT

Anyone wishing to address the City Council on any matter that is not on the agenda for a public hearing may do so at this time. Please state your name and address clearly for the record and limit your remarks to five minutes.

Please note that while the City Council values your comments, the City Council cannot respond nor take action until such time as the matter may appear on a forthcoming agenda.

Routine requests for action should be referred to City staff during normal business hours, 8:30 am - 5:00 pm, Monday through Friday, at (626) 358-3218.

The City of Bradbury will gladly accommodate disabled persons wishing to communicate at a City public meeting. If you require special assistance to participate in this meeting, please call the City Manager's Office at (626) 358-3218 at least 48 hours prior to the scheduled meeting.

ACTION ITEMS*

1. CONSENT CALENDAR

All items on the Consent Calendar are considered by the City Council to be routine and will be enacted by one motion unless a Council Member request otherwise, in which case the item will be removed and considered by separate action. All Resolutions and Ordinances for Second Reading on the Consent Calendar, the motion will be deemed to be "to waive the reading and adopt."

- A. Minutes: Regular Meeting of April 19, 2022
- B. Minutes: Special Meeting of May 3, 2022
- C. Resolution No. 22-11: Demands & Warrants for May 2022
- D. Monthly Investment Report for the month of April 2022
- E. Approval of a First Amendment to Professional Services Agreement for Housing Element Update

2. Proposed Forecast of Fiscal Year 2022-2033

This item discusses the proposed upcoming budget and reviews the City's resource priorities. After the discussion, Staff will bring back the budget, with any appropriate resolutions, to the June City Council meeting for adoption.

3. Discussion on Receiving Paper Copies for City Council vs. Digital Copies

This item prompts a discussion on the preferred distribution method of City Council and Planning Commission agenda packets.

4. Extension of City Manager Employment Agreement

It is recommended that the City Council approve an Extension of the City Manager Employment Agreement for the next five (5) years.

5. Matters from the City Manager

6. Matters from the City Attorney

7. Matters from the City Council

Mayor Bruny

Duarte Community Education Council (CEC)

Mayor Pro-Tem Lathrop

League of California Cities

Duarte Education Foundation

Councilmember Barakat

LA County Sanitation Districts

San Gabriel Valley Council of Governments (SGVCOG)

San Gabriel Valley Mosquito & Vector Control District

Foothill Transit

Councilmember Hale

Councilmember Lewis

California JPIA

Director of Bradbury Disaster Committee

Area "D" Office of Disaster Management

8. ITEMS FOR FUTURE AGENDAS

CLOSED SESSION

CALL TO ORDER/ROLL CALL

PUBLIC COMMENT – REGARDING CLOSED SESSIONS ONLY

RECESS TO CLOSED SESSIONS REGARDING:

A. CONFERENCE WITH LEGAL COUNSEL

Existing Litigation: Government Code Section 54956.9(d)(1)
Case Name: CALIFORNIANS FOR HOMEOWNERSHIP, INC. V. CITY OF BRADBURY
Case No.: Los Angeles Superior Court #22STCP01381

ADJOURNMENT

The City Council will adjourn to a Regular Meeting at the Bradbury Civic Center, 600 Winston Ave., Bradbury, CA 91008 on Tuesday, June 21, 2022 at 7:00 p.m.

* *ACTION ITEMS* Regardless of a staff recommendation on any agenda item, the City Council will consider such matters, including action to approve, conditionally approve, reject or continue such item. Further information on each item may be procured from City Hall.

"I, Claudia Saldana, City Clerk, hereby certify that I caused this agenda to be posted at the Bradbury City Hall entrance gate on Friday, May 13, 2022 at 5:00 p.m."



CITY CLERK - CITY OF BRADBURY

**MINUTES OF A REGULAR MEETING OF THE
CITY COUNCIL OF THE CITY OF BRADBURY
HELD ON TUESDAY, APRIL 19, 2022**

EXECUTIVE ORDER NO. 25-20:

Pursuant to Governor Newsom's Executive Order N-25-20, the City is allowing Council Members, Staff and the public to participate in this City Council meeting by means of a Zoom video or telephone call. Participants will be able to hear the entire proceedings (other than the Closed Session) and be able to speak during Public Comment, Public Hearing, and other authorized times. Members of the public must maintain silence and mute their microphones and telephones except during those times.

MEETING CALLED TO ORDER:

The Regular Meeting of the City Council of the City of Bradbury was called to order by Mayor Bruny at 7:00 p.m. followed by the Pledge of Allegiance.

ROLL CALL:

PRESENT: Mayor Bruny, Mayor Pro-Tem Lathrop, Councilmembers Barakat and Hale

ABSENT: Councilmember Lewis

STAFF: City Manager Kearney (remote), City Attorney Reisman, Assistant City Attorney Kranitz (remote) City Planner Kasama, City Clerk Saldana and Management Analyst Musa

**COUNCILMEMBER LEWIS
EXCUSED:**

Councilmember Barakat made a motion to excuse Councilmember Lewis from the meeting. Mayor Pro-Tem Lathrop seconded the motion which carried unanimously.

APPROVAL OF AGENDA:

Councilmember Barakat made a motion to approve the agenda to proceed with City business. Councilmember Hale seconded the motion, which carried unanimously.

**DISCLOSURE OF ITEMS REQUIRED BY
GOV. CODE SECTION 1090 & 81000
ET SEQ.:**

In compliance with the California Political Reform Act, each City Councilmember has the responsibility to disclose direct or indirect potential for a personal financial impact as a result of participation in the decision-making process concerning agenda items.

City Attorney Reisman stated that he was not aware of any conflicts of interest.

PUBLIC COMMENT:

None

CONSENT CALENDAR:

All items on the Consent Calendar are considered by the City Council to be routine and will be enacted by one motion unless a Councilmember requests otherwise, in which case the item will be removed and considered by separate action. All Resolutions and Ordinances for Second Reading on the Consent Calendar are deemed to "waive further reading and adopt."

- A. Minutes: Special Meeting of March 7, 2022
- B. Minutes: Regular Meeting of March 15, 2022
- C. Minutes: Adjourned Meeting of March 22, 2022

- D. Resolution No. 22-10: Demands & Warrants for April 2022
 - E. Monthly Investment Report for the month of March 2022
 - ~~F. Appointment of City Treasurer for a 2-year term ending April 2024~~
 - G. Approval of Deed Restriction - State Parks General Per Capita Program; Lemon Avenue Trail Project
-

**MOTION TO APPROVE
CONSENT CALENDAR:**

Councilmember Hale made a motion to approve Consent Calendar as presented. Mayor Pro-Tem Lathrop seconded the motion, which was carried by the following roll call vote:

APPROVED:

AYES: Mayor Bruny, Mayor Pro-Tem Lathrop,
Councilmembers Barakat and Hale

NOES: None

ABSENT: Councilmember Lewis

Motion passed 4:0

**REVIEW OF A DRAFT ORDINANCE
IMPLEMENTING SENATE BILL 9 INTO
THE CITY'S DEVELOPMENT CODE:**

City Manager Kearney stated that the City Council held meetings on February 7, 2022 and March 7, 2022 to review the impacts of SB 9 and to discuss its implementation into the City's Development Code. At the March meeting, Staff received sufficient direction from the City Council to move forward with producing a draft ordinance.

The draft ordinance is based on the City Council's direction from the March 7th meeting. In addition to implementing SB 9, it makes other related changes to the City's Development Code relating to Secondary Living Quarters. Chapter 86 of the Development Code will be repealed in its entirety. Chapter 86 regulates Accessory Living Quarters and should have been repealed when Article IV relating to Accessory Living Quarters was added to Chapter 85 in 2021.

RECOMMENDATION:

It is recommended that the City Council review the draft ordinance, provide any feedback, and send the draft ordinance to the Planning Commission for it to undergo its formal review process.

DISCUSSION:

Mayor Pro-Tem Lathrop suggested some changes on pages 11 and 21 of the draft ordinance. Assistant City Attorney Kranitz stated that she will incorporate the discussed changes into the draft ordinance before it gets sent to the Planning Commission for their May 25 Meeting.

City Manager Kearney and Assistant City Attorney Kranitz stated that they will not be in town on May 25th.

ACTION TAKEN:

The City Council unanimously approved to send the draft ordinance to the Planning Commission for it to undergo its formal review process.

ADOPTION OF A JOINT EXERCISE OF POWERS AGREEMENT AMONG THE CITIES OF ARCADIA, BRADBURY, DUARTE, MONROVIA AND SIERRA MADRE FOR THE PURPOSE OF CREATING THE RIO HONDO/SAN GABRIEL RIVER WATERSHED MANAGEMENT JOINT POWERS AUTHORITY:

City Manager Kearney stated that for years, the Cities of Arcadia, Bradbury, Duarte, Monrovia and Sierra Madre have been discussing the formation of a joint powers authority (JPA) to meet stormwater requirements. These discussions never materialized until a regional project was recently funded through the Safe Clean Water (LA County's Measure W) program. The funding of the regional project brought to the forefront a number of complexities associated with the current structure of how the Cities operate together to meet the requirements.

FORMATION OF A JPA:

The formation of a JPA would be a solution to these complexities and act as a mechanism to provide liability protections to the Cities, provide the ability to bond on behalf of the Cities and be the key holder of any potential land acquisition that may arise in the future.

FINANCIAL OBLIGATIONS:

Cody Howing, RKA Consulting Group, joined online to present the financial obligations outlined in the Cost Allocation Formula, which reads:

- A. 10% Base Cost = $[(\text{Total Project costs} - \text{funds contributed from external sources}) \times 10\%] / \# \text{ of members}$
- B. 90% Land Areas = $[(\text{Total Project costs} - \text{funds contributed from external sources} \times 90\%) \times \text{Percentage of total developed land area (not including Angeles National Forest)}]$

Councilmember Barakat stated that he does not feel that the formula is fair to Bradbury. Arcadia is not benevolent.

City Manager Kearney replied that there have been calls to alter the formula throughout the years, all of which would be of detriment to Bradbury, so the solidification of the formula is beneficial to the City of Bradbury.

RECOMMENDATION:

It is recommended that the City Council adopt the Joint Powers Agreement.

MOTION TO ADOPT THE JPA:

Councilmember Hale made a motion to adopt the JOINT POWERS AGREEMENT AMONG THE CITIES OF ARCADIA, BRADBURY, DUARTE, MONROVIA AND SIERRA MADRE, FOR THE PURPOSE OF CREATING THE RIO HONDO/SAN GABRIEL RIVER WATERSHED MANAGEMENT JOINT POWERS AUTHORITY. Councilmember Barakat seconded the motion, which was carried by the following roll call vote:

APPROVED:

AYES: Mayor Bruny, Mayor Pro-Tem Lathrop, Councilmembers Barakat and Hale

NOES: None

ABSENT: Councilmember Lewis

Motion passed 4:0

**DISCUSSION OF USE OF
CAL RECYCLE FUNDS:**

Management Analyst Musa stated that the City applied for the CalRecycle Beverage Container Recycling City/County Payment Program and was approved to receive \$5,000. In the past, there have been challenges expending these monies, as these funds are restricted and may only be utilized to support activities related to container recycling and litter abatement.

In previous years, the City expended CalRecycle funds through a grant program and partnered with surrounding cities. In 2021, water refill stations were added as an eligible activity and would allow the City to use funds to install water refill stations. As such, the City paid for water stations to be installed in Monrovia Canyon Park, an area greatly affected by the Bobcat Fire.

The City Council may elect to move forward with a grant program once again or choose to install a water refill station in the City of Bradbury.

RECOMMENDATION:

It is recommended that the City Council provide direction on how to move forward with the CalRecycle Funds. Should the City Council desire to implement a grant program, staff will release a Request for Grant Proposals and return with the responses. Should the City Council elect to install a water refill station in the City, Staff recommends that the City Council choose a desired location.

DISCUSSION:

Councilmember Barakat suggested to partner with the City of Duarte to install a water refill stations at the east end of the Royal Oaks Trail or at the entrance at Buena Vista.

ACTION TAKEN:

City Manager Kearney that that Staff will contact the City of Duarte and return to the City Council with a presentation of the actual costs of installation based on the pre-identified feasible areas.

**DISCUSSION ON PUBLISHING
CITY CRIME LOGS:**

City Manager Kearney stated that at the March meeting, the City Council directed Staff to bring an item to the April meeting to discuss publishing the City's crime logs. This discussion will cover the City's current crime logs, introduce other cities' crime logs, and review the benefits, pitfalls, and things to consider if making the City's crime logs publicly available.

BACKGROUND:

The Los Angeles Sheriff's Department is the law enforcement agency that services the City of Bradbury. Each week, the Sheriff's Department provides a "Calls for Service" log from the prior week. The log outlines general information on a call, such as the date, time, deputy dispatched time and arrival time. It also details the type of call, address, a narrative that the dispatcher details to the responding deputy, and the resolution of the call.

Staff receives these call logs on a weekly basis and analyses them for any significant trends that might need to be addressed. For example, if Staff sees that there have been repeated calls and responses to a property for loud music at night, Staff might be able to send a warning letter to the

property owner. If Staff finds out that a burglary recently occurred at a property, Staff can further inquire about the incident and coordinate with detectives and residents to try and bring a solution to the situation.

THINGS TO CONSIDER:

The following is a list of items to consider if the City Council decides to make crime logs public:

- ***What to distribute?*** Duarte and Monrovia both make Part I crimes publicly available, with some exceptions. These exceptions include excluding sex crimes, crimes against children, and domestic violence.
- ***How often to distribute crime logs?*** Both Duarte and Monrovia do website postings and blasts to their community on a weekly basis.
- ***How to distribute crime logs?*** Distribution could be done by posting on the City website or by individual blasts through the City's Connect-CTY program. They could also be included in the City's electronic newsletter. The City does not have social media platforms like Duarte/Monrovia but could be started if desired.

RECOMMENDATION:

It is recommended that the City Council direct Staff on how to proceed with publishing the City's crime logs. Should crime logs be published, it is recommended that the City Council provide direction on what to distribute, and how to distribute it.

DISCUSSION:

Councilmember Hale stated that he was very opposed to publishing crime stats.

Mayor Bruny stated that if the City were to publish crime stats, it should be tied in with pro-active solutions to the problem.

Mayor Pro-Tem Lathrop suggested to refer the discussion to the Public Safety Committee and also stated that only crime stats of the public areas of Bradbury should be published.

ACTION TAKEN:

The City Council referred this item to the Public Safety Commission for consideration and took no further action at this time.

DISCUSSION ON RESUMING CITY EVENTS:

City Manager Kearney that during the January meeting, the City Council discussed resuming City events, such as Bradbury Night Out and the Volunteer Appreciation event. The decision was talbed for a few months as the COVID restrictions at the time made it difficult to determine the future of such events.

RECOMMENDATION:

It is recommended that the City Council direct Staff on how to proceed with scheduling future City events.

BRADBURY NIGHT OUT TO BE HELD ON JULY 28, 2022.

Following discussion, Bradbury Night Out 2022 was scheduled to be held on Thursday, July 28, 2022.

**DISCUSSION ON HONORING
CITY VOLUNTEERS DURING
CERTAIN MILESTONES:**

City Manager Kearney stated that at the request of Councilmember Barakat, the City Council will discuss honoring City volunteers during certain milestones of service (e.g. 5, 10, 20, 25, etc. years of service). Gestures of gratitude could range from providing volunteers with a City plaque, purchasing a gift card, etc. Utilizing public funds to purchase volunteer gifts is acceptable provided the value is under \$500.

RECOMMENDATION:

It is recommended that the City Council direct Staff on how to proceed with scheduling future City events.

DISCUSSION:

Councilmember Barakat stated that City Treasurer Laurie Stiver has 25 years of service with the City.

Mayor Pro-Tem Lathrop was in favor of honoring City volunteers during certain milestones with a plaque and/or gift card.

**DISCUSSION ON COMMUNITY
SUPPORT FUNDS:**

Management Analyst Musa stated that as a result of the Los Angeles Civil Grand Jury findings for the City of Bradbury, the City donated \$3,000 in Fiscal Year 2016/2017 to support organizations that provide housing and shelter to those in need. Although this was a mandatory one-time donation, the City Council decided to budget and allocate \$3,000 to donate to Union Station Homeless Services, Foothill Unity Center and Friends in Deed every year since.

This fiscal year, the City Council budget \$4,000 to donate to support community homelessness,

RECOMMENDATION:

It is recommended that the City Council direct Staff on how to expend the budgeted \$4,000, which has been set aside for a charitable donation.

DISCUSSION:

Mayor Pro-Tem Lathrop stated that he would like to donate the same as last year: \$1,000 to Union Station Homeless Services, \$1,000 to Foothill Unity Center and \$1,000 to Friends in Deed. The remaining \$1,000 should be kept for future donation to Rebuilding Together San Gabriel Valley Foothills (RTSGVF), when work needs to be done.

DIRECTION TO STAFF:

The City Council directed Staff to send checks in the amount of \$1,000 each to Union Station Homeless Services, Foothill Unity Center and Friend in Deeds.

MATTERS FROM THE CITY MANAGER:

City Manager Kearney had nothing to report.

MATTERS FROM THE CITY ATTORNEY:

City Attorney Reisman stated that he has a report for the Closed Session.

MATTERS FROM THE CITY COUNCIL:

MAYOR BRUNY:

Nothing to report

MAYOR PRO-TEM LATHROP:

Nothing to report

COUNCILMEMBER BARAKAT:

Nothing to report

COUNCILMEMBER HALE: Nothing to report

COUNCILMEMBER LEWIS: Not present

ITEMS FOR FUTURE AGENDAS: None

CLOSED SESSION

**PUBLIC COMMENT REGARDING
CLOSED SESSION ONLY:** None

RECESS TO CLOSED SESSION: The City Council adjourned to a Closed Session to discuss the following:

A. Conference with Labor Negotiator

Agency Negotiator: Kevin Kearney, City Manager
Unrepresented Employees: City Clerk & Management Analyst
Authority: Government Code Section 54957.6

B. Conference with Labor Negotiator

Agency Negotiator: Cary S. Reisman, City Attorney
Unrepresented Employee: City Manager
Authority: Government Code Section 54957.6

REPORT FROM CLOSED SESSION: City Attorney Reisman reported that City Council met in Closed Session and discussed negotiations for all three positions. No formal or informal votes were taken.

ADJOURNMENT: At 8:40 p.m. Mayor Bruny adjourned the meeting to an Adjourned Meeting on Tuesday, May 21, 2022 at 7:00 p.m.

MAYOR – CITY OF BRADBURY

ATTEST:

CITY CLERK – CITY OF BRADBURY

**MINUTES OF A SPECIAL MEETING OF THE
CITY COUNCIL OF THE CITY OF BRADBURY**

**HELD ON TUESDAY, MAY 3, 2022
AT 4:00 PM (VIA ZOOM)**

EXECUTIVE ORDER NO. 25-20:

Pursuant to Governor Newsom's Executive Order N-25-20, the City is allowing Council Members, Staff and the public to participate in this City Council meeting by means of a Zoom video or telephone call. Participants will be able to hear the entire proceedings (other than the Closed Session) and be able to speak during Public Comment, Public Hearing, and other authorized times. Members of the public must maintain silence and mute their microphones and telephones except during those times.

MEETING CALLED TO ORDER:

The Special Meeting of the City Council of the City of Bradbury was called to order by Mayor Bruny at 4:00 p.m.

ROLL CALL:

PRESENT: Mayor Bruny (remote), Mayor Pro-Tem Lathrop, Councilmembers Barakat, Hale and Lewis

ABSENT: None

STAFF: City Manager Kearney, City Attorney Reisman, Assistant City Attorney Kranitz

PUBLIC COMMENT:

No public present

CLOSED SESSION:

The City Council met in Closed Session to discuss the following:

A. CONFERENCE WITH LABOR NEGOTIATOR

Agency Negotiator: Kevin Kearney, City Manager and Cary S. Reisman, City Attorney

Unrepresented Employees: City Clerk & Management Analyst

Authority: Government Code Section 54957.6

B. CONFERENCE WITH LABOR NEGOTIATOR

Agency Negotiator: Cary S. Reisman, City Attorney

Unrepresented Employee: City Manager

Authority: Government Code Section 54957.6

C. CONFERENCE WITH LEGAL COUSEL

Existing Litigation: Government Code Section 54956.9(d)(1)

Case Name: CALIFORNIANS FOR HOMEOWNERSHIP, INC. V. CITY OF BRADBURY

Case No.: Los Angeles Superior Court #22STCP01381

REPORT FROM CLOSED SESSION:

The Council met in closed session regarding negotiations. Without a formal vote, the Council instructed the City Attorney as to how to proceed regarding negotiations with the City Manager. Discussion regarding the City Clerk and the Management Analyst positions was informative only. No instructions were provided to the City Attorney at this time.

The Council met in closed session regarding the litigation. On a vote of 5 to 0, the Council instructed its attorneys as to how to proceed.

ADJOURNMENT:

At 4:45 p.m. Mayor Bruny adjourned the meeting to a Regular Meeting on Tuesday, May 17, 2022 at 7:00 p.m.

MAYOR – CITY OF BRADBURY

ATTEST:

CITY CLERK – CITY OF BRADBURY

RESOLUTION NO. 22-11

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BRADBURY, CALIFORNIA,
APPROVING DEMANDS AND WARRANTS NO. 16909 THROUGH NO. 16921
(PRE-RELEASED CHECKS)
AND DEMANDS AND WARRANTS NO. 16922 THROUGH NO. 16940
(REGULAR CHECKS)**

The City Council of the City of Bradbury does hereby resolve as follows:

Section 1. That the demands as set forth hereinafter are approved and warrants authorized to be drawn for payment from said demands in the amount of \$5,348.90 (pre-released Checks) and \$136,162.06 at May 17, 2022 from the General Checking Account

PRE-RELEASED CHECKS (due before City Council Meeting):

<u>Check</u>	<u>Name and (Due Date)</u>	<u>Description</u>	<u>Amount</u>
16906	U.S. Bank (3/31/22)	Custody Charges for March 2022 Safekeeping Fees <i>Acct. 101-14-7010</i>	\$29.75
16907	ICMA (4/26/22)	ICMA Membership Renewal FY 22/23 for City Manager <i>Acct. 101-30-6030</i>	\$1,013.76
16908	Foothill Unity Center (4/19/22)	Community Support FY 21/22 <i>Acct. 101-11-6500</i>	\$1,000.00
16909	Friends in Deed (4/19/22)	Community Support FY 21/22 <i>Acct. 101-11-6500</i>	\$1,000.00
16910	Union Station Homeless Services (4/19/22)	Community Support FY 21/22 <i>Acct. 101-11-6500</i>	\$1,000.00
16911	California American Water (5/2/22)	<u>Service Address:</u> 301 Mt Olive Drive Irrigation 2410 Mt Olive Lane Irrigation 2256 Gardi Street <i>Acct. 200-48-6400</i>	\$191.57 \$80.91 <u>\$41.72</u> \$314.20
16912	Data Ticket (4/29/22)	Daily Citation Processing Daily Notices <i>Acct. 101-23-6210</i>	\$0.65 <u>\$2.58</u> \$3.23

<u>Check</u>	<u>Name and (Due Date)</u>	<u>Description</u>	<u>Amount</u>
16913	Delta Dental (5/1/22)	<u>Dental Insurance:</u> City Manager (family) Acct. 101-12-5100 City Clerk Acct. 101-13-5100 Management Analyst Acct. 101-16-5100	\$131.43 \$42.88 <u>\$42.88</u> \$217.19
16914	Vision Service Plan (5/1/22)	<u>Vision Insurance:</u> City Manager (family) Acct. 101-12-5100 City Clerk Acct. 101-13-5100 Management Analyst Acct. 101-13-5100	\$61.07 \$23.66 <u>\$23.66</u> \$108.39
16915	The Standard (5/1/22)	<u>Basic Life and AD&D:</u> City Manager Acct. 101-12-5100 City Clerk Acct. 101-13-5100 Management Analyst Acct. 101-13-5100	\$9.25 \$9.25 <u>\$9.25</u> \$27.75
16916	Charter Communications (5/10/22)	Spectrum Enterprise Internet Acct. 101-16-6230	\$169.98
16917	Southern California Edison (5/15/22)	City Hall Utilities Acct. 101-16-6400	\$204.45
16918	The Gas Company (5/17/22)	City Hall Utilities Acct. 101-16-6400	\$17.05
16919	Staples (5/15/22)	Office Supplies Acct. 101-62-6200	\$101.13
16920	Frontier (5/16/22)	Fire Alarm Line Acct. 101-23-7420	\$110.02
16921	T-Mobile (5/18/22)	Mobile Business Internet (Hot Spot) Acct. 113-20-8120	\$32.00

Total Pre-Released Checks **\$5,348.90**

REGULAR CHECKS:

<u>Check</u>	<u>Name and (Invoice Date)</u>	<u>Description</u>	<u>Amount</u>
16922	City of Arcadia (2/22/22)	Rio Hondo/San Gabriel Valley River Water Quality Group Continuation of Coordinated Integrated Monitoring Program <i>Acct. 213-42-7630 (Measure W)</i>	\$42,229.70
16923	DUDEK (4/11/22)	Community Wildfire Protection Plan <i>Acct. 219-21-7761</i>	\$260.00
16924	Jones & Mayer (4/30/22)	<u>City Attorney:</u> April Retainer \$2,650.00 <i>Acct. 101-15-7020</i> 243 Barranca Ave Receivership \$1,950.00 <i>Acct. 101-15-7070</i> CA for Homeownership Hours \$1,725.00 <i>Acct. 101-15-7070</i> Chadwick Ranch \$3,575.00 <i>Acct. 103-00-2039</i> Zoning/General Plan \$4,750.00 <i>Acct. 101-15-7075</i> Code Enforcement <u>\$12.31</u> <i>Acct. 101-23-7450</i>	\$14,662.31
16925	Kevin Kearney (May 2022)	Monthly Cell Phone Allowance <i>Acct. 101-12-6440</i>	\$75.00
16926	Michael Baker International (4/19/22)	Chadwick Ranch: Professional Services through period ending April 3, 2022 <i>Acct. 103-00-2039</i>	\$4,257.52
16927	Molly Maid (5/11/22)	11-Apr-2022 Cleaning \$105.00 18-Apr-2022 Cleaning \$105.00 25-Apr-2022 Cleaning \$105.00 02-May 2022 Cleaning \$105.00 09-May-2022 Cleaning <u>\$105.00</u> <i>Acct. 101-16-6460</i>	\$525.00
16928	City of Monrovia (4/20/22)	Transportation Services for April 2022 <i>Acct. 204-40-7325 (Prop C)</i>	\$704.07
16929	City of Monrovia (4/20/22)	Community Services Officer Program Period: July 1, 2021 to June 30, 2022 <i>Acct. 215-23-7411</i>	\$52,000.00
16930	Pasadena Humane Society (4/30/22)	Animal Control Services for April 2022 <i>Acct. 101-25-7000</i>	\$954.17

<u>Check</u>	<u>Name and (Invoice Date)</u>	<u>Description</u>	<u>Amount</u>
16931	Post Alarm Systems (5/5/22)	City Hall Monitoring for June 2022 Fire & Intrusion Systems Acct. 101-23-7420	\$128.46
16932	Priority Landscape Services Invoice No. 11644 (2/15/22)	Planted 36-gallon Oak Tree "Mesa Oaks" next to drain channel along Royal Oaks Acct. 101-21-7025	\$950.00
16933	Priority Landscape Services Invoice No. 11864 (3/1/22)	<u>March 2021 Landscape Services:</u> Bradbury Civic Center \$220.45 Acct. 101-21-7020 Royal Oaks Drive North \$434.59 Acct. 101-21-7015 Lemon Trail \$144.87 Acct. 101-21-7045 Mt. Olive Drive Entryway & Trail \$585.77 Acct. 101-21-7035	\$1,385.68
16934	Priority Landscape Services Invoice No. 11736 (5/1/22)	<u>May 2021 Landscape Services:</u> Bradbury Civic Center \$220.45 Acct. 101-21-7020 Royal Oaks Drive North \$434.59 Acct. 101-21-7015 Lemon Trail \$144.87 Acct. 101-21-7045 Mt. Olive Drive Entryway & Trail \$585.77 Acct. 101-21-7035	\$1,385.68
16935	Southern California Edison (5/2/22)	Street Lights Acct. 200-48-6410	\$955.60
16936	LA County Sheriff's Dept. (4/12/22)	March 2022 Law Enforcement Services Acct. 101-23-7410	\$10,578.30
16937	Sophia Musa (May 2022)	Salary: Management Analyst \$4,633.75 Acct. 101-16-5010 Withholdings (859.91) Acct. 101-00-2011 PERS Employee Share (312.78) Acct. 101-16-5100	\$3,461.06
16938	TeamLogic IT (4/1/22)	Computer Services Acct. 113-20-8120	\$684.00
16939	U.S. Bank (4/30/22)	Custody Charges for April 2022 Safekeeping Fees Acct. 101-14-7010	\$29.75

<u>Check</u>	<u>Name and (Invoice Date)</u>	<u>Description</u>	<u>Amount</u>
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16940	U.S. Bank Corporate Payment Systems (4/22/22)	<u>Kevin Kearney Visa Card:</u> ZOOM (tech funds) <i>Acct. 113-20-8120</i> MMASC Luncheon <i>Acct. 101-12-6020</i> BeenVerified.com <i>Acct. 101-23-7450</i>	\$49.00 \$30.00 <u>\$52.44</u> \$131.44
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16940	U.S. Bank Corporate Payment Systems (4/22/22)	<u>Claudia Saldana Visa Card:</u> USPS (postage & stamps) <i>Acct. 101-20-6120</i> Big Lots (bottled water) <i>Acct. 101-16.6450</i> Monrovia Reproduction (digital copy of City Hall plans) <i>Acct. 113-20-8120</i>	\$157.87 \$5.19 <u>\$229.04</u> \$392.10
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16940	U.S. Bank Corporate Payment Systems (4/22/22)	<u>Sophia Musa Visa Card:</u> Dog Waste Depot <i>Acct. 102-42-7630</i> Amazon.com (tech expense) <i>Acct. 113-20-8120</i> Smart & Final (City Hall supplies) <i>Acct. 101-16-6450</i> MMASC Luncheon <i>Acct. 101-62-6020</i> Broadvoice (City Hall phone) <i>Acct. 101-16.6440</i>	\$97.44 \$61.91 \$55.15 \$30.00 <u>\$167.72</u> \$412.22	\$935.76
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Total Regular Checks			<u>\$136,162.06</u>
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MAY 2022 PAYROLL:

ACH	Kevin Kearney (May 2022)	Salary: City Manager <i>Acct. 101-12-5010</i>	\$10,560.00	
		Withholdings <i>Acct. 101-00-2011</i>	<u>(2,279.65)</u>	\$8,280.35
ACH	Claudia Saldana (May 2022)	Salary: City Clerk <i>Acct. 101-13-5010</i>	\$5,583.33	
		Withholdings <i>Acct. 101-00-2011</i>	<u>(1,442.40)</u>	\$4,140.93

Total Payroll	<u>\$12,421.28</u>
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ELECTRONIC FUND TRANSFER (EFT) PAYMENTS FOR MAY 2022:

EFT	Aetna (May 2022)	<u>Health Insurance for May 2022:</u> City Manager <i>Acct. 101-12-5100</i> City Clerk <i>Acct. 101-13-5100</i> Management Analyst <i>Acct. 101-16-5100</i>	\$1,731.46 \$929.38 <u>\$747.00</u>	 \$3,407.84
EFT	EDD (May 2022)	State Tax Withholdings SDI <i>Acct. 101-00-2011</i>	\$791.38 <u>\$228.55</u>	 \$1,019.93
EFT	Dept. of Treasury Internal Revenue Service (May 2022)	Federal Tax Withholdings Social Security Medicare (Employee's portion of Social Security and Medicare is matched by the City) <i>Acct. 101-00-2011</i>	\$1,972.58 \$2,576.36 <u>\$602.54</u>	 \$5,151.48
EFT	California PERS (May 2022)	City Manager <i>Acct. 101-12-5100</i> City Clerk <i>Acct. 101-13-5100</i> Management Analyst <i>Acct. 101-16-5100</i>	\$1,643.31 \$864.46 <u>\$664.48</u>	 \$3,172.25
EFT	California PERS (May 2022)	Unfunded Accrued Liability UAL Payment (Classic) UAL Payment (PEPRA) <i>Acct. 101-16-6240</i>	\$783.75 <u>\$16.08</u>	 \$799.83

MAYOR – CITY OF BRADBURY

ATTEST:

CITY CLERK – CITY OF BRADBURY

"I, Claudia Saldana, City Clerk, hereby certify that the foregoing Resolution, being Resolution No. 22-11, was duly adopted by the City Council of the City of Bradbury, California, at a regular meeting held on the 17th day May, 2022 by the following roll-call vote:"

AYES:

NOES:

ABSENT:

CITY CLERK – CITY OF BRADBURY

BILL TO:
Acct: 6011 1000 5337 241
CITY OF BRADBURY

SHIP TO:
CLAUDIA SALDANA
CITY OF BRADBURY
600 WINSTON ST
BRADBURY CA 91008

Amount Due:	Trans Date:	DUE DATE:	Invoice #:
\$42.34	04/06/22	05/15/22	3053492891
PO:		Store: 100088887, WESTBORO, MA	

PRODUCT	SKU #	QUANTITY	UNIT PRICE	TOTAL PRICE
SCOTCH HEAVY DUTY SHIPPIN	824235	2.0000 EA	\$4.09	\$8.18
TRU RED FILE FOLDER 13 CU	221689	1.0000 EA	\$30.49	\$30.49

Purchased by: CLAUDIA SALDANA
Order #: 9841234384

SUBTOTAL	\$38.67
TAX	\$3.67
TOTAL	\$42.34

BILL TO:
Acct: 6011 1000 5337 241
CITY OF BRADBURY

SHIP TO:
CLAUDIA SALDANA
CITY OF BRADBURY
600 WINSTON ST
BRADBURY CA 91008

Amount Due:	Trans Date:	DUE DATE:	Invoice #:
\$58.79	04/13/22	05/15/22	3057349651
PO:		Store: 100088887, WESTBORO, MA	

PRODUCT	SKU #	QUANTITY	UNIT PRICE	TOTAL PRICE
STAPLES 30 RECYCLED COPY	492072	1.0000 EA	\$69.99	\$69.99
COUPONDISCOUNT	558100	1.0000 ST	-\$16.30	-\$16.30

Purchased by: CLAUDIA SALDANA
Order #: 9841461517

SUBTOTAL	\$53.69
TAX	\$5.10
TOTAL	\$58.79

see Ch # 16919





P.O. BOX 6343
FARGO ND 58125-6343



ACCOUNT NUMBER 4246 0445 5575 6224
STATEMENT DATE 04-22-2022
AMOUNT DUE \$1,263.41
NEW BALANCE \$1,263.41
PAYMENT DUE ON RECEIPT

000000405 01 SP 0.530 106481492531462 P

CITY OF BRADBURY
ATTN CLAUDIA SALDANA
600 WINSTON AVE.
BRADBURY CA 91008-1123

AMOUNT ENCLOSED
\$ 935.76
Please make check payable to "U.S. Bank"

U.S. BANK CORPORATE PAYMENT SYS
P.O. BOX 790428
ST. LOUIS, MO 63179-0428

4246044555756224 000126340 000126340

Please tear payment coupon at perforation.

CORPORATE ACCOUNT SUMMARY										
CITY OF BRADBURY 4246 0445 5575 6224	Previous Balance	Purchases And Other + Charges	+ Cash Advances +	Cash Advance Fees +	Late Payment Charges	- Credits	- Payments			New = Balan
Company Total	\$327.64	\$935.76	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00			\$1.26

NEW ACTIVITY										
KEVIN KEARNEY 4246-0446-0277-2711		CREDITS \$0.00	PURCHASES \$131.44	CASH ADV \$0.00	TOTAL ACTIVITY \$131.44					
Post Date	Tran Date	Reference Number	Transaction Description						Amount	
03-30	03-29	24011342088000035230026	ZOOM.US 888-799-9666 WWW.ZOOM.US CA						49.00	
04-05	04-04	24207852094176400498648	MUNICIPAL MANAGEMENT ASSO 877-3147080 CA						30.00	
04-08	04-07	24443462097144422337854	BVD*BEENVERIFIED.COM 855-9046471 NY						52.44	

SOPHIA MUSA 4246-0446-5320-2600		CREDITS \$0.00	PURCHASES \$412.22	CASH ADV \$0.00	TOTAL ACTIVITY \$412.22					
Post Date	Tran Date	Reference Number	Transaction Description						Amount	
03-23	03-23	24692162082100021790100	DOG WASTE DEPOT.COM 856-495-5102 CA						97.44	
03-24	03-22	24231682082837000011306	SMART AND FINAL 746 DUARTE CA						6.60	
03-24	03-22	24231682082837000014904	SMART AND FINAL 746 DUARTE CA						44.36	
04-06	04-06	24692162096100387855665	AMZN MKTP US*1H3CE3VM0 AMZN.COM/BILL WA						30.63	
04-13	04-12	24692162102100760801643	AMAZON PRIME*1A3S94US1 AMZN.COM/BILL WA						2.18	
04-13	04-13	24692162103100081131513	AMZN MKTP US*1A1G67CB2 AMZN.COM/BILL WA						12.69	

<div>CUSTOMER SERVICE CALL</div> <div>800-344-5696</div>	ACCOUNT NUMBER		ACCOUNT SUMMARY	
	4246-0445-5575-6224		PREVIOUS BALANCE 327	
			PURCHASES & OTHER CHARGES 935	
	STATEMENT DATE	DISPUTED AMOUNT	CASH ADVANCES	
	04/22/22	.00	CASH ADVANCE FEES	
<div>SEND BILLING INQUIRIES TO:</div> <div>U.S. Bank National Association</div> <div>C/O U.S. Bancorp Purchasing Card Program</div> <div>P.O. Box 6335</div> <div>Fargo, ND 58125-6335</div>	AMOUNT DUE		LATE PAYMENT CHARGES	
			CREDITS	
			PAYMENTS	
			ACCOUNT BALANCE 1,263.40	

APR 29 2022



Company Name: CITY OF BRADBURY
Corporate Account Number: 4246 0445 5575 6224
Statement Date: 04-22-2022

5

see Cr# 16940

NEW ACTIVITY					
Post Date	Tran Date	Reference Number	Transaction Description	Amount	
04-15	04-14	24453512104017031700490	BROADVOICE 888-325-5875 CA	167.72	
04-18	04-15	24207852105170900633033	MUNICIPAL MANAGEMENT ASSO 877-3147080 CA	30.00	
04-20	04-19	24692162109100323563535	AMAZON PRIME*1A0JP47W2 AMZN.COM/BILL WA	16.41	
04-21	04-19	24231682110837000073492	SMART AND FINAL 746 DUARTE CA	4.19	
CLAUDIA A SALDANA		CREDITS	PURCHASES	CASH ADV	TOTAL ACTIVITY
4246-0470-0126-4883		\$0.00	\$392.10	\$0.00	\$392.10
Post Date	Tran Date	Reference Number	Transaction Description	Amount	
03-30	03-29	24137462089001215670282	USPS PO 0522740820 DUARTE CA	41.87	
04-07	04-06	24137462096300622190814	BIG LOTS STORES - #4170 DUARTE CA	5.19	
04-14	04-13	24137462104001303424700	USPS PO 0522740820 DUARTE CA	116.00	
04-14	04-12	24388942103627197242960	MONROVIA REPRODUCTION MONROVIA CA	229.04	

Department: 00000 Total:	\$935.76
Division: 00000 Total:	\$935.76

City of Bradbury **Monthly Investment Report for the month of April 2022**

CASH ON DEPOSIT BY ACCOUNT

Bank Accounts:
Wells Fargo Bank - General Checking

Investments:
Local Agency Investment Fund (LAIF)

Ally Bank CD
Texas Exchange Bank Crowley CD

Amount	Maturity	Interest Rate
\$ 1,478,357.97	n/a	0%
\$ 3,365,406.93	n/a	0.52%
\$ 247,000.00	9/26/2022	1.95%
\$ 249,000.00	7/9/2024	0.50%
\$ 248,000.00	12/10/2024	0.90%

Total \$ 5,587,764.90

CASH & INVESTMENTS ON DEPOSIT BY FUND

Funds	Amount
General Fund (101)	\$4,149,842.66
Utility Users Tax Fund (102)	\$590,880.65
Deposits Fund (103)	\$43,313.21
Long Term Planning Fee Fund (112)	\$6,115.46
Technology Fee Fund (113)	\$19,901.45
Gas Tax Fund (200)	\$3,440.97
SB 1 Gas Tax Fund (201)	\$41,113.92
Prop A Fund (203)	\$23,378.69
Prop C Fund (204)	\$15,943.73
TDA Fund (205)	\$6.53
Sewer Fund (206)	\$604.88
STPL Fund (208)	\$1,052.93
Recycling Grant Fund (209)	\$11,306.09
Measure R Fund (210)	\$80,197.21
Measure M Fund (212)	\$57,517.18
Measure W Fund (213)	(\$0.23)
COPS Fund (215)	\$404,398.70
County Park Grant Fund (217)	\$9,233.45
CWPP Grant Fund (219)	\$502.63
Cares Act Fund (220)	\$129,014.79
Total	\$ 5,587,764.90

I hereby certify that there are sufficient funds available to meet the City's obligations for the next three (3) months.
This report is prepared in accordance with the guidelines established in the Statement of Investment Policy adopted November 21, 2017

Submitted By:



Kevin Kearney
City Manager

Reviewed By:

Laurie Stiver
City Treasurer

Revenues

Acct. Number	Account Description	2020-21 Budget	2020-21 YTD @ 6/30/21		2021-22 Budget	2021-22 YTD @ 04/30/2022	
General Fund:							
101-00-4000	Operating Transfers In	-	44,815	#DIV/0!	665,476	667,520	100%
101-00-4010	Property Tax-Current Secured	430,000	472,351	110%	481,798	412,021	86%
101-00-4030	Property Tax-Current Unsecured	14,000	20,542	147%	18,000	14,491	81%
101-00-4060	Public Safety Augmentation F	10,000	11,191	112%	11,000	9,698	88%
101-00-4070	Delinquent Taxes	6,000	10,080	168%	8,000	7,699	96%
101-00-4100	Sales & Use Tax	1,200	6,308	526%	3,000	2,436	81%
101-00-4110	Franchise Fee-Cable TV	26,000	23,316	90%	27,000	13,834	51%
101-00-4111	PEG Fees	-	-	#DIV/0!	-	2,774	#DIV/0!
101-00-4120	Franchise Fee-SC Edison	20,000	19,077	95%	19,500	19,739	101%
101-00-4130	Franchise Fee-SC Refuse	38,000	38,562	101%	39,500	28,975	73%
101-00-4140	Franchise Fee-SC Gas Co.	3,000	3,503	117%	3,550	3,836	108%
101-00-4150	Franchise Fee-Cal Am Water	40,000	47,376	118%	47,500	46,363	98%
101-00-4160	AB939 Refuse Admin. Fee	18,000	19,634	109%	20,000	-	0%
101-00-4190	Real Property Transfer Tax	20,000	29,088	145%	22,500	31,687	141%
101-00-4200	Motor Vehicle In-Lieu	140,000	144,160	103%	145,000	73,811	51%
101-00-4210	Dist & Bail Forfeiture	2,000	645	32%	1,200	72	6%
101-00-4220	Fines-City	1,000	4,901	490%	2,500	1,542	62%
101-00-4350	Business License	40,000	32,094	80%	40,000	20,653	52%
101-00-4360	Movie & TV Permits	-	34,060	#DIV/0!	-	65,370	#DIV/0!
101-00-4370	Bedroom License Fee	10,000	6,180	62%	10,000	5,150	52%
101-00-4410	Variances & CUPs	1,500	1,635	109%	1,635	1,635	100%
101-00-4420	Lot Line Adjustment/Zone Changes	-	14,578	#DIV/0!	-	-	#DIV/0!
101-00-4440	Subdivisions/Lot Splits	-	4,844	#DIV/0!	-	-	#DIV/0!
101-00-4460	Planning Dept. Review	70,000	73,539	105%	65,000	23,627	36%
101-00-4470	Building Construction Permit	85,000	103,845	122%	100,000	72,915	73%
101-00-4480	Building Plan Check Fees	90,000	51,245	57%	100,000	121,621	122%
101-00-4485	Landscape Plan Check Permit	3,500	9,913	283%	9,000	10,582	118%
101-00-4490	Green Code Compliance	6,500	7,989	123%	10,000	15,104	151%
101-00-4500	Civic Center Rental Fee	900	900	100%	900	360	40%
101-00-4530	Environmental & Other Fees	1,300	3,240	249%	2,500	1,112	44%
101-00-4540	City Engineering Plan Check	50,000	98,084	196%	100,000	51,020	51%
101-00-4600	Interest Income	50,000	6,523	13%	50,000	5,269	11%
101-00-4700	Sales of Maps & Publications	200	15	8%	100	-	0%
101-00-4800	Other Revenue	-	-	#DIV/0!	-	82	#DIV/0!
101-00-4850	Cal-Am Loan Repayment	4,820	4,820	100%	4,820	-	0%
101-00-4900	Reimbursements	500	49,766	9953%	2,000	12,649	632%
101-00-4920	Sale of Prop. A Funds	-	48,000	#DIV/0!	-	-	#DIV/0!
101-23-4950	Vacant Property Registry Fee	100	-	0%	100	-	0%
101-24-4610	Donations	-	-	#DIV/0!	500	-	0%
Total General Fund Revenues		1,183,520	1,446,819	122%	2,012,079	1,743,647	87%
Utility Users Tax Fund:							
102-00-4600	Interest	10,000	6,322	63%	5,000	4,778	96%
102-00-4830	Electric	-	2	#DIV/0!	-	-	#DIV/0!
		10,000	6,324		5,000	4,778	96%
Deposits Fund:							
103-00-2039	Chadwick Ranch Development	244,209	78,209	32%	75,000	101,225	135%
		244,209	78,209	32%	75,000	101,225	135%
Long Term Planning Fee Fund:							
112-00-4490	Long-Term Planning Fee	3,000	2,724	91%	4,000	4,551	114%
112-00-4600	LTP Fee Interest Income	300	66	22%	150	28	19%
		3,300	2,790		4,150	4,579	110%
Technology Fee Fund:							
113-00-4520	Technology Fee	7,000	10,182	145%	11,000	6,501	59%

Revenues

Acct. Number	Account Description	2020-21 Budget	2020-21 YTD @ 6/30/21		2021-22 Budget	2021-22 YTD @ 04/30/2022	
113-00-4600	Technology Fee Interest Income	800	364	46%	500	215	43%
		7,800	10,546	135%	11,500	6,716	58%
Gas Tax Fund:							
200-00-4200	TCRA Funds	1,200	-	0%	-	-	#DIV/0!
200-00-4600	Interest	-	136	#DIV/0!	200	88	44%
200-48-4260	Gas Tax	22,500	28,435	126%	35,000	22,895	65%
		23,700	28,571	121%	35,200	22,983	65%
SB1 Gas Tax Fund:							
201-00-4000	Transfers In						
201-00-4260	Gas Tax	13,500	19,369	143%	30,000	12,136	40%
201-00-4600	Gas Tax Interest	-	412	#DIV/0!	300	360	120%
		13,500	19,781	147%	30,300	12,496	41%
Prop. A Fund:							
203-40-4260	Prop. A Transit Funds	25,094	21,669	86%	25,000	21,891	88%
203-00-4600	Prop. A Transit Interest	300	444	148%	200	94	47%
		25,394	22,113	87%	25,200	21,985	87%
Prop. C Fund:							
204-48-4260	Prop. C Funds	20,813	17,974	86%	23,000	18,158	79%
204-48-4600	Prop. C Interest	-	171	#DIV/0!	450	151	34%
		20,813	18,145	87%	23,450	18,309	78%
Transportation Development Act Fund:							
205-48-4260	TDA Funds	5,000	9,014	180%	5,000	3,753	75%
205-48-4600	TDA Interest	-	10	#DIV/0!	-	18	#DIV/0!
		5,000	9,024	180%	5,000	3,771	75%
Sewer Fund:							
206-00-4000	Transfers In	240,000	240,000	100%	-	-	#DIV/0!
206-50-4600	Sewer Fund Interest	11,000	6,319	57%	-	2,641	#DIV/0!
206-50-4606	Winston Ave. Assessment	-	67,433	#DIV/0!	-	-	#DIV/0!
		251,000	313,752		-	2,641	#DIV/0!
STPL Fund:							
208-00-4600	STPL Interest	-	10	#DIV/0!	10	8	80%
			10	#DIV/0!	10	8	80%
Recycling Grant Fund:							
209-00-4260	Recycling Grant Funds	5,000	-	0%	5,000	5,000	100%
209-00-4600	Recycling Grant Interest	50	99	198%	100	50	50%
		5,050	99	2%	5,100	5,050	99%
Measure R Fund:							
210-48-4260	Measure R Funds	15,572	13,499	87%	18,000	13,617	76%
210-00-4600	Measure R Interest	800	561	70%	300	582	194%
		16,372	14,060	86%	18,300	14,199	78%
Measure M Fund							
212-48-4260	Measure M Funds	16,005	15,295	96%	16,500	15,408	93%
212-00-4600	Measure M Interest	300	335	112%	400	392	98%
		16,305	15,630	96%	16,900	15,800	93%
Measure W Fund							
213-48-4260	Measure W Funds	60,000	50,506	84%	50,500	-	0%
213-48-4600	Measure W Interest	-	-	#DIV/0!	-	-	#DIV/0!

Revenues

Acct. Number	Account Description	2020-21 Budget	2020-21 YTD @ 6/30/21		2021-22 Budget	2021-22 YTD @ 04/30/2022	
		60,000	50,506	84%	50,500	-	0%
Citizen's Option for Public Safety (COPS) Fund:							
215-23-4260	COPs Funds	100,000	100,000	100%	100,000	161,285	161%
215-00-4600	COPs Interest	3,000	2,200	73%	2,500	2,902	116%
		103,000	102,200	99%	102,500	164,187	160%
County Park Grant:							
217-00-4210	County Park Grant	-	324	#DIV/0!	-	-	#DIV/0!
217-00-4600	Grant Fund Interest Income	100	539	327%	500	74	15%
		100	863	863%	500	74	15%
Fire Safe Grant:							
219-00-4260	Community Wildfire Protection Plan	45,000	20,148	45%	24,994	3,797	15%
219-00-4600	Fire Safe Grant Interest Income	150	50	33%	75	1	1%
		45,150	20,198	45%	25,069	3,798	15%
Covid-19 Fund:							
220-00-4215	ARPA Revenues	-	177,983	#DIV/0!	100,000		0%
220-00-4600	Interest Income	-	38	#DIV/0!	-	1,032	#DIV/0!
		-	178,021	#DIV/0!	100,000	1,032	1%
Total Revenues		2,034,213	2,337,661	115%	2,545,758	2,147,278	84%

Expenditures

Account Description	2020-21 Budget	2020-21 YTD @ 6/30/21		2021-22 Budget	2021-22 YTD @ 04/30/2022	
General Fund:						
101-00-5000 Transfers Out	240,000	240,000	100%	-	-	#DIV/0!
City Council Division:						
101-11-6100 Events and awards	-	-	#DIV/0!	6,500		0%
101-11-6110 City Newsletter	300	245	82%	-		#DIV/0!
101-11-6500 Community Support (homelessness)	4,000	3,000	75%	3,000	3,000	100%
	4,300	3,245	75%	9,500	3,000	32%
City Manager Division:						
101-12-5010 Salaries	120,000	124,080	103%	126,720	105,753	83%
101-12-5100 Benefits	49,455	48,927	99%	50,747	41,583	82%
101-12-6020 Meetings & Conferences	3,500	295	8%	5,000	2,965	59%
101-12-6025 Expense Account	1,250	760	61%	1,500	279	19%
101-12-6050 Mileage	1,000	418	42%	1,000	395	40%
101-12-6440 Cell Phone	1,000	825	83%	1,000	1,256	126%
	176,205	175,305	99%	185,967	152,231	82%
City Clerk Division:						
101-13-5010 Salaries	61,424	63,512	103%	67,000	55,833	83%
101-13-5100 Benefits	26,126	26,424	101%	30,000	23,200	77%
101-13-6020 Meetings & Conferences	-		#DIV/0!	-		#DIV/0!
101-13-6050 Mileage	115	55	48%	100	49	49%
101-13-6210 Special Department Supplies	275	-	0%	275		0%
101-13-6220 Election Supplies	500	-	0%	500	564	113%
101-13-6225 Codification	5,000	2,197	44%	3,000	3,612	120%
101-13-7000 Contract Election Services	-	-	#DIV/0!	15,000		0%
	93,440	92,188	99%	115,875	83,258	72%
Finance Division:						
101-14-5010 Salaries	14,000	14,895	106%	15,789	8,953	57%
101-14-5100 Benefits	1,357	1,304	96%	1,355	512	38%
101-14-6210 Special Department Supplies	50	794	1588%	400	400	100%
101-14-6230 Contracted Computer Services	1,000	1,231	123%	1,000	1,150	115%
101-14-7010 Contracted Banking Services	4,500	5,735	127%	4,500	4,185	93%
101-14-7020 Contracted Audit Services	18,500	17,000	92%	19,000		0%
101-14-7040 GASB Reports	725	700	97%	700	700	100%
	40,132	41,659	104%	42,744	15,900	37%
City Attorney Division:						
101-15-7020 City Attorney Retainer	31,800	31,800	100%	31,800	23,850	75%
101-15-7070 City Attorney Special Service	2,500	24,260	970%	3,000	7,540	251%
101-15-7075 Development Code Update		2,150	#DIV/0!		8,673	#DIV/0!
101-15-7080 Seminars & Training	1,100	750	68%	-	-	#DIV/0!
101-15-6125 City Attorney-Planning			#DIV/0!	3,000	-	0%
101-15-7450 City Attorney-Code Enforcement			#DIV/0!	2,000		0%
	35,400	58,960	167%	39,800	40,063	101%
General Government Division:						
101-16-5010 Salaries	48,308	49,334	102%	55,605	46,338	83%
101-16-5100 Benefits	15,488	8,736	56%	14,286	13,667	96%
101-16-6010 Seminars & Training	1,000		0%	1,000	415	42%
101-16-6020 Meetings & Conferences	200	225	113%	200	682	341%
101-16-6040 Transportation & Lodging	500		0%	500		0%
101-16-6050 Mileage	300	149	50%	300	371	124%
101-16-6120 Postage	700	201	29%	700	249	36%
101-16-6200 Office Supplies	1,000	3,329	333%	3,000	808	27%
101-16-6210 Special Departmental Supplies	-		#DIV/0!		997	#DIV/0!
101-16-6230 Computer & Website Services	10,000	4,475	45%	10,000	2,056	21%

Expenditures

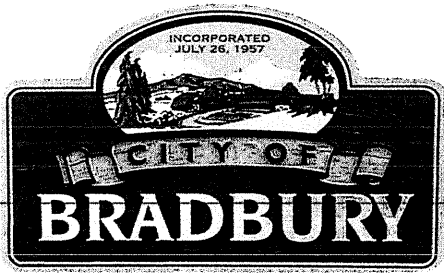
		2020-21	2020-21		2021-22	2021-22	
Account Description		Budget	YTD @ 6/30/21		Budget	YTD @ 04/30/2022	
101-16-6240	PERS UAL Payment	4,500	6,291	140%	6,291	7,998	127%
101-16-6241	PERS Replacement Benefit Contribution	2,500	2,566	103%	2,600	2,823	109%
101-16-6242	PERS SSA 218 Annual Fee	200	200	100%	200		0%
101-16-6250	Copier & Duplications	1,200		0%		-	#DIV/0!
101-16-6300	Insurance	35,000	36,352	104%	39,187	36,652	94%
101-16-6400	Utilities	3,200	7,029	220%	7,380	5,847	79%
101-16-6440	Telephone	2,300	2,143	93%	2,100	847	40%
101-16-6450	Building Operations	1,200	1,153	96%	1,200	439	37%
101-16-6460	Building & Cleaning Service	3,200	4,840	151%	4,500	3,975	88%
101-16-6470	Maintenance & Supplies	500	4,387	877%	500	790	158%
101-16-7435	Redistricting		#DIV/0!		15,000	40,250	268%
101-16-6415	Street Signs		-	#DIV/0!	6,000		0%
		131,296	131,410	100%	170,550	165,203	97%
Engineering Division:							
101-19-7230	Contracted Engineering Services	75,000	74,148	99%	80,000	48,996	61%
		75,000	74,148	99%	80,000	48,996	61%
Planning, Zoning & Development Division:							
101-20-6020	Meetings & Conferences						
101-20-6120	Postage	500	317	63%	500	35	7%
101-20-6210	Special Department Supplies	500	1,935	387%	500	46	9%
101-20-6240	Environmental Filing Fees	500		0%	500		0%
101-20-7210	City Planner Retainer	46,800	46,800	100%	46,800	26,225	56%
101-20-7220	Contracted Building & Safety	90,000	80,941	90%	120,000	37,607	31%
101-20-7240	City Planner Special Service	15,000	22,275	149%	15,000	2,640	18%
101-20-7245	General Plan update	134,460	14,966	11%		-	#DIV/0!
101-20-7075	Development Code Update	-	-	#DIV/0!	2,000		0%
		287,760	167,234	58%	185,300	66,553	36%
Parks & Landscape Maintenance Division:							
101-21-7015	Royal Oaks Trail Maintenance	10,000	7,039	70%	10,000	8,442	84%
101-21-7020	City Hall Grounds Maintenance	7,000	4,443	63%	7,000	7,662	109%
101-21-7025	Trail Maintenance	10,000	12,124	121%	10,000	933	9%
101-21-7035	Mt.Olive Entrance & Trail	12,000	10,345	86%	12,000	5,012	42%
101-21-7045	Lemon/RO Horse Trail	7,000	3,430	49%	7,000	1,250	18%
101-21-7060	Street Tree Trimming	-	560	#DIV/0!	15,000	1,350	9%
		46,000	37,941	82%	61,000	24,649	40%
Public Safety Division:							
101-23-6210	Special Departmental Services	-	11	#DIV/0!		38	#DIV/0!
101-23-7410	Contract Services Sheriff	125,121	125,120	100%	126,940	84,626	67%
101-23-7420	City Hall Security	3,000	3,537	118%	3,000	4,292	143%
101-23-7450	Code Enforcement	12,000	19,615	163%	12,000	1,386	12%
101-23-7757	AED Purchase			#DIV/0!			#DIV/0!
		140,121	148,283	106%	141,940	90,342	64%
Emergency Preparedness Division:							
101-24-6010	Seminars & Training	100	185	185%	110	65	59%
101-24-6020	Meetings & Conferences	100	495	495%	500		0%
101-24-6030	Memberships & Dues	375	360	96%	400	360	90%
101-24-6100	Events & Awards	200		0%	200		0%
101-24-6470	Maintenance & Supplies	5,500	4,532	82%	5,500	261	5%
101-24-6480	Civic Center Generator	1,000	944	94%	1,000	291	29%
101-24-7245	Hazard Mitigation Plan	-		#DIV/0!	-		#DIV/0!
		7,275	6,516	90%	7,710	977	13%

Expenditures

Account Description	2020-21 Budget	2020-21 YTD @ 6/30/21		2021-22 Budget	2021-22 YTD @ 04/30/2022	
Animal & Pest Control Division:						
101-25-7000 Animal Control Services	12,971	5,817	45%	11,450	8,592	75%
101-25-7010 Pest Control Services	300		0%	500		0%
	13,271	5,817	44%	11,950	8,592	72%
Intergovernmental Relations Division:						
101-30-6030 Memberships & Dues	10,500	10,463	100%	10,500	12,078	115%
General Fund Totals	1,300,700	1,193,169	92%	1,062,836	711,842	67%
Utility Users Tax Fund:						
102-15-7075 Development Code Update		-				
102-42-7630 NPDES Stormwater Compliance	73,431	91,186	124%	90,000	15,571	17%
	73,431	91,186		90,000	15,571	17%
Deposits Fund:						
103-00-2039 Chadwick Ranch Development	166,000	85,568	52%	75,000	43,676	58%
	166,000	85,568		75,000	43,676	58%
Long Term Planning Fee Fund:						
112-20-7245 General Plan Expense	20,000	19,270	96%	2,000	-	0%
Technology Fee Fund:						
113-20-4500 Permit Digitizing	-	865	#DIV/0!	-	-	#DIV/0!
113-20-7730 Website	2,000	10,200	510%	3,000	1,800	60%
113-20-8120 Capital Equipment-Server & Copier	10,000	10,222	102%	10,000	14,453	145%
	14,000	21,287	152%	13,000	16,253	125%
Gas Tax Fund:						
200-48-6400 Utilities-Select System	9,000	12,878	143%	11,000	8,557	78%
200-48-6410 Street Lights	8,000	10,506	131%	10,000	8,557	86%
200-48-7000 PW Contract Services	1,000	-	0%	1,000	417	42%
200-48-7290 Street Sweeping	4,000	3,131	78%	4,000	3,445	86%
200-48-7750 Wild Rose Project	5,000	2,250	45%	25,097	14,168	56%
	27,000	28,765	107%	51,097	35,144	69%
SB1 Gas Tax Fund:						
201-48-7750 Wild Rose Project	-	-	-	81,615	13,906	17%
201-48-7755 City Wide Slurry Seal	-	-	-		1,038	#DIV/0!
	-	-	-	81,615	14,944	18%
Prop. A Fund:						
203-00-7600 Sale of Prop. A Funds	60,000	60,000	100%			
	60,000	60,000	100%	-	-	#DIV/0!
Prop. C Fund:						
204-20-6030 Memberships & Dues	900	378	42%	900	353	39%
204-40-7325 Transit Services	9,000	8,448	94%	9,000	6,337	70%
204-48-7750 Wild Rose Project			#DIV/0!	36,570	15,348	
	9,900	8,826	89%	46,470	22,038	47%
Transportation Development Act Fund:						
205-48-7045 RO Trail	-	-	#DIV/0!	-	2,600	#DIV/0!
205-48-7720 Lemon/RO Horse Trail Project	-	-	#DIV/0!	-		#DIV/0!
205-48-7735 Royal Oaks & Mt. Olive Trail Rehab.	5,000	4,014	80%	5,000	2,920	58%
205-00-7760 Return of Funds	-	-	#DIV/0!	-	-	#DIV/0!
	5,000	4,014	80%	5,000	5,520	#DIV/0!

Expenditures

Account Description		2020-21 Budget	2020-21 YTD @ 6/30/21		2021-22 Budget	2021-22 YTD @ 04/30/2022	
Sewer Fund:							
	Transfer Out to GF	-	-	#DIV/0!	665,476	-	0%
206-50-7601	Mt. Olive Lane Sewer Project	673,396	253,946	38%	-	-	#DIV/0!
206-50-7602	DUSD Message Board	40,000	35,160	88%	-	-	#DIV/0!
206-50-7606	Winston Ave Project	40,000	51,750	129%	-	-	#DIV/0!
		753,396	340,856	45%	665,476	-	0%
STPL Fund:							
208-48-7750	Wild Rose Project	-	-	#DIV/0!	1,055	-	0%
					1,055	-	0%
Recycling Grant Fund:							
209-35-7300	Recycling Education	5,000	7,200	144%	5,000	-	0%
Measure R Fund:							
210-48-7750	Wild Rose Project	-	-	-	88,739	-	0%
		-	-	-	88,739	-	0%
Measure M Fund							
212-48-7750	Wild Rose Project	-	-	-	58,470	-	0%
		-	-	-	58,470	-	0%
Measure W Fund							
213-42-7630	NPDES Stormwater Compliance	60,000	50,506	84%	50,500	-	0%
Citizen's Option for Public Safety (COPS) Fund:							
215-23-7410	Contract Services Sheriff	50,000	-	0%	50,000	50,000	100%
215-23-7411	Contract CSO Services & Supplies	53,500	70,053	131%	56,500	116	0%
		103,500	70,053	68%	106,500	50,116	47%
County Park Grant:							
217-21-7650	Civic Center Park	1,000	-	0%	1,000	-	0%
Fire Safe Grant 14-USFS-SFA-0053:							
219-21-7761	Community Wildfire Protection Plan	50,000	32,901	66%	30,934	3,295	11%
Covid-19 Fund:							
220-00-5000	Operating Transfers Out	-	44,815	#DIV/0!	-	-	#DIV/0!
220-00-6215	ARPA Expenses	-	5,223	#DIV/0!	100,000	-	0%
		-	50,038	#DIV/0!	100,000	-	0%
Total Expenditures		<u>2,648,927</u>	<u>2,063,640</u>	<u>78%</u>	<u>2,534,692</u>	<u>918,399</u>	<u>36%</u>



Elizabeth Bruny, Mayor (District 5)
Bruce Lathrop, Mayor Pro Tem (District 4)
Richard T. Hale, Council Member (District 1)
Monte Lewis, Council Member (District 2)
Richard Barakat, Council Member (District 3)

City of Bradbury Agenda Memo

TO: Honorable Mayor and Members of the City Council

FROM: Kevin Kearney, City Manager

DATE: May 17, 2022

SUBJECT: **APPROVAL OF A FIRST AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT FOR HOUSING ELEMENT UPDATE**

ATTACHMENTS: 1) First Amendment
2) Original Agreement

SUMMARY

The City contracted with Veronica Tam and Associates, Inc. (VTA) in March 2021 to prepare the City's 6th cycle Housing Element Update. The agreement originally called for VTA to utilize the services of EcoTierra Consulting to perform the CEQA analysis, but VTA was unable to come to terms with EcoTierra for the required services. VTA has notified the City that the intent is to engage RECON Environmental, Inc. to perform the CEQA analysis in connection with the original agreement and for services in connection with the rezoning necessitated by the Housing Element update. Engagement of RECON necessitates an additional fee \$6,221.

VTA has also notified the City that all of their budgeted time for meetings in the original agreement has been expended. As such, the City and VTA have agreed that it will take an additional seven hours to complete the Housing Element services at the contract rate of \$180 per hour.

The City and VTA have agreed that a contract amendment for \$7,481 is an acceptable amount for both the services of the CEQA analysis and the additional time for meetings.

It is recommended that the City Council authorize the City Manager to sign the First Amendment with VTA.

ATTACHMENT #1

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 Bradbury

By: _____
Kevin Kearney, City Manager

Date: _____

Attest:

By: _____
Claudia Saldana, City Clerk

Approved as to form:

By: _____
Cary S. Reisman, City Attorney
City of Bradbury

“VTA”

By: _____
Veronica Tam, AICP

Date: _____

**FIRST AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT FOR
HOUSING ELEMENT UPDATE (ERRONEOUSLY TITLED FIRE PROTECTION SERVICES VTA)**
(City of Bradbury / VTA)

1. IDENTIFICATION

This amendment ("Amendment"), effective immediately upon execution, amends the Professional Services Agreement ("Agreement") entered into by and between the City of Bradbury, a California municipal corporation ("City"), and Veronica Tam and Associates, Inc., a California Corporation ("VTA"), on or about March 1, 2021 for the provision of professional services in connection with preparation of the City's 6th cycle Housing Element Update.

2. RECITALS

- 2.1 The Agreement called for VTA to utilize the services of EcoTierra Consulting ("Ecotierra") as a subcontractor in providing CEQA environmental consulting services in connection therewith.
- 2.2 VTA was unable to come to terms with Ecotierra for the required services.
- 2.3 VTA intends to engage RECON Environmental, Inc. (RECON) to perform environmental consulting services in connection with the Agreement and for services in connection with the rezoning necessitated by the Housing Element update. Engagement of RECON necessitates an additional fee of six thousand, two hundred twenty-one (\$6,221.00).
- 2.4 VTA has expended all of the time for meetings contemplated in the Agreement, and estimates that it will take an additional seven hours to complete the contract at the contract rate of one hundred eighty dollars (\$180.00) per hour.

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

3. COMPENSATION

- 3.1 City agrees to compensate VTA the additional sum of seven thousand four hundred eighty-one (\$7,481.00) for environmental services in connection with the Housing Element and rezoning, and for additional meetings under the Agreement, and VTA agrees to accept said sum for such services, payment to be made in accordance with the Approved Fee Schedule (Section V of Exhibit "A") and Section 5.1 of the Agreement.

4. EFFECT

Except as expressly modified by the terms hereof, the Agreement remains in full force and effect.

ATTACHMENT #2

**PROFESSIONAL SERVICES AGREEMENT
FIRE PROTECTION SERVICES VTA**
(City of Bradbury / VTA)

1. IDENTIFICATION

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is entered into by and between the City of Bradbury, a California municipal corporation ("City"), and Veronica Tam and Associates, Inc., a California Corporation ("VTA").

2. RECITALS

- 2.1 City has determined that it requires the following professional services from a Consultant: Preparation of 6th cycle Housing Element Update.
- 2.2 VTA represents that it is fully qualified to perform such professional services by virtue of its experience and the training, education and expertise of its principals and employees. VTA further represents that it is willing to accept responsibility for performing such services in accordance with the terms and conditions set forth in this Agreement.
- 2.3 VTA submitted a proposal dated February 19, 2021, to the City for services related the above tasks.

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

3. DEFINITIONS

- 3.1 "Scope of Services": Such professional services as are set forth in VTA's proposal, which proposal is attached hereto as Exhibit A (the "Proposal") and incorporated herein by this reference.
- 3.2 "Approved Fee Schedule": The fees for VTA's Services shall be as set forth in Section V" of the attached Exhibit A.
- 3.3 "Commencement Date": The date upon which the City provides written notification, including e-mail notification, to commence Services.
- 3.4 "Expiration Date": The date upon which a determination is received from HCD on the City's adopted 2021-2029 Housing Element.

4. TERM

The term of this Agreement shall commence at 12:00 a.m. on the Commencement Date and shall expire at 11:59 p.m. on the Expiration Date unless extended by written agreement of the parties or terminated earlier in accordance with Section 17 ("Termination") below.

5. VTA'S SERVICES

- 5.1 VTA shall perform the services identified in the Scope of Work and Approach. City shall have the right to request, in writing, changes in the Scope of Work. Any such changes mutually agreed upon by the parties, and any corresponding increase or decrease in compensation, shall be incorporated by written amendment to this Agreement.
- 5.2 VTA shall perform all work in accordance with the professional standards of VTA's profession and in a manner reasonably satisfactory to City. VTA 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.*).
- 5.3 During the term of this Agreement, VTA shall not perform any work for another person or entity for whom VTA was not working at the Commencement Date if such work would require VTA to abstain from a decision under this Agreement pursuant to a conflict of interest statute.
- 5.4 VTA represents that it has, or will secure at its own expense, all personnel required to perform the services identified in the Scope of Services. All such services shall be performed by VTA or under its supervision, and all personnel engaged in the work shall be qualified to perform such services. Veronica Tam shall be VTA's Project Administrator, who shall have direct responsibility for management of VTA's performance under this Agreement. No change shall be made in VTA's Project Administrator without City's prior written consent.
- 5.5 VTA intends to use the services of EcoTierra Consulting, Inc. ("EcoTierra") as a subcontractor in providing CEQA/NEPA environmental consulting services in connection with this Agreement.

6. COMPENSATION

- 6.1 City agrees to compensate VTA for the services provided under this Agreement, and VTA agrees to accept in full satisfaction for such services, payment in accordance with the Approved Fee Schedule (Section V of Exhibit "A") and Section 5.1 of this Agreement above.
- 6.2 VTA shall submit invoices for the services performed pursuant to this Agreement no more than once a month, but at least every two months. The invoice shall itemize the services rendered during the billing period and the amount due. Within ten business days of receipt of the invoice, City shall notify VTA in writing of any

disputed amounts included on the invoice. Within forty-five calendar days of receipt of the invoice, City shall pay all undisputed amounts included on the invoice. City shall not withhold applicable taxes or other payroll deductions from payments made to VTA unless otherwise required by law.

- 6.3 If VTA determines that additional work is required to perform the Services beyond that estimated in the Proposal, VTA shall provide City with a written request to exceed the amount set forth in the Proposal with an explanation for the need. Any additional services shall be performed at the rates set forth in the Proposal.

7. OWNERSHIP OF WRITTEN PRODUCTS

All reports, documents or other written material ("written products" herein) originally developed by VTA or EcoTierra in the performance of this Agreement shall be and remain the property of City without restriction or limitation upon use or dissemination by City. VTA and EcoTierra may take and retain copies of such written products as desired, but no such written products shall be the subject of a copyright application by VTA or EcoTierra. Any substantive modification of the Documents by City, or at City's direction, or any use of the completed Documents for other City projects, or any use of uncompleted Documents, without the written consent of VTA, shall be at City's sole risk and without liability or legal exposure to VTA. City agrees to hold VTA harmless from all damages, claims, expenses and losses arising out of any reuse of the Documents for purposes other than those described in this Agreement, unless VTA consents in writing to such reuse.

8. RELATIONSHIP OF PARTIES

VTA is, and shall at all times remain as to City, a wholly independent contractor. VTA 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 agents shall have control over the conduct of VTA or any of VTA's employees or subcontractors, except as set forth in this Agreement. VTA shall not represent that it is, or that any of its subcontractors, agents or employees are, in any manner employees of City. Under no circumstances shall VTA or its subcontractors, agents or employees look to City as its employer. VTA and its subcontractors, agents and employees shall not be entitled to any benefits from City.

9. CONFIDENTIALITY

All data, documents, discussion, or other information developed or received by VTA or provided for performance of this Agreement may be deemed confidential by City, and if so deemed, shall not be disclosed by VTA or its subcontractors without prior written consent by City. City shall grant such consent if disclosure is legally required. Upon request, all City data shall be returned to City upon the termination or expiration of this Agreement. The preceding restriction shall not apply to information which is in the public domain, was previously known to VTA, was acquired by VTA from others who have no confidential relationship to City with respect to same, or which through no fault of VTA, comes into the public domain. VTA shall not be restricted from releasing information, including confidential information, in response to a subpoena, court order, or other legal process. VTA shall not be required to resist such subpoena, court order, or legal process, but shall promptly notify City in writing of the demand for information before VTA

responds to such demand.

10. INDEMNIFICATION

- 10.1 The parties agree that City, its officers, agents, employees and volunteers should, to the fullest extent permitted by law, be protected from any and all loss, injury, damage, claim, lawsuit, cost, expense, reasonable attorneys' fees, litigation costs, taxes, or any other cost arising out of or in any way related to the negligent performance of this Agreement. Accordingly, the provisions of this indemnity provision are intended by the parties to be interpreted and construed to provide City with the fullest protection possible under the law. VTA acknowledges that City would not enter into this Agreement in the absence of VTA's commitment to indemnify and protect City as set forth herein.
- 10.2 To the fullest extent permitted by law, VTA shall indemnify, hold harmless, and when City requests with respect to a claim, provide a deposit for the defense of City, its officers, agents, employees 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, whether physical, emotional, consequential or otherwise, and injury to any property arising out of or in connection with VTA's alleged negligence, recklessness or willful misconduct or other wrongful acts, errors or omissions of VTA or any of its officers, employees, servants, agents, or subcontractors, or anyone directly or indirectly employed by either VTA or its subcontractors, in the performance of this Agreement 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 active negligence or willful misconduct of City. Such costs and expenses shall include reasonable attorneys' fees due to counsel of City's choice, expert fees and all other costs and expenses of litigation. This indemnity does not include defense, however VTA shall be responsible for defense costs to the extent such costs are incurred as a result of VTA's negligence.
- 10.3 The parties agree that VTA, its officers, agents, employees and volunteers should, to the fullest extent permitted by law, be protected from any and all loss, injury, damage, claim, lawsuit, cost, expense, reasonable attorneys' fees, litigation costs, taxes, or any other cost arising out of or in any way pursuant to this Agreement to the extent that such loss or cost is the sole responsibility of City.
- 10.4 City shall have the right to offset against any compensation due VTA under this Agreement any amount due City from VTA as a result of VTA's failure to pay City promptly, any indemnification arising under this Section 10 and any amount due City from VTA arising from VTA's failure to (i) pay taxes on amounts received pursuant to this Agreement; (ii) satisfy obligations to any governmental entity, or (iii) comply with applicable workers' compensation laws.
- 10.5 The obligations of VTA under this Section 10 are not limited by the provisions of any workers' compensation statute or similar act. VTA expressly waives its statutory immunity under such statutes or laws as to City, its officers, agents, employees and volunteers.

- 10.6 Notwithstanding any other agency, state or federal policy, rule, regulation, law or ordinance to the contrary, VTA and any of its employees, agents, and subcontractors providing service under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any claims to, any compensation, benefit, or any incident of employment by City, including but not limited to eligibility to enroll in California Public Employees Retirement System (PERS) as an employee of City and entitlement to any contribution to be paid by City for employer contribution and/or employee contributions for PERS benefits.
- 10.7 In the event that VTA or any employee, agent, or subcontractor of VTA providing services under this Agreement claims or is determined by a court of competent jurisdiction to be eligible for enrollment in PERS as an employee of the City, VTA shall indemnify, defend, and hold harmless City for the payment of any employee and/or employer contributions for PERS benefits on behalf of VTA or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of City.
- 10.8 VTA agrees to obtain executed indemnity agreements with provisions identical to those set forth in this Section 10 from EcoTierra, and each and every other subcontractor or any other person or entity involved by, for, with or on behalf of VTA in the performance of this Agreement. If VTA fails to obtain such indemnity obligations from others as required herein, or if such agreements prove to be inadequate to protect City for any reason, VTA agrees to be fully responsible and to indemnify, hold harmless and defend City, its officers, agents, employees 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 VTA's subcontractors or any other person or entity involved by, for, with or on behalf of VTA in the performance of this Agreement. Such costs and expenses shall include reasonable attorneys' fees incurred by counsel of City's choice.
- 10.9 City does not, and shall not, waive any rights that it may possess against VTA 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 apply to the claim, demand, damage, liability, loss, cost or expense.
11. **INSURANCE** Without limiting VTA's indemnification of Agency, and prior to commencement of Work, VTA shall obtain, provide and maintain at its own expense during the term of this Agreement, policies of insurance of the type and amounts described below and in a form satisfactory to City:
- 11.1 General liability insurance. VTA shall maintain commercial general liability insurance with coverage at least as broad as Insurance Services Office form CG 00 01, in an amount not less than \$1,000,000 per occurrence, \$2,000,000 general aggregate, for bodily injury, personal injury, and property damage. The policy must include

contractual liability that has not been amended. Any endorsement restricting standard ISO "insured contract" language will not be accepted.

Automobile liability insurance. VTA 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 VTA 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.

Workers' compensation insurance. VTA shall maintain Workers' Compensation Insurance (Statutory Limits).

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

- 11.2 Professional liability (errors & omissions) insurance. VTA 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 VTA agrees to maintain continuous coverage through a period no less than three years after completion of the services required by this agreement.
- 11.3 Requirements not limiting. Requirements of specific coverage features or limits contained in this Section are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue and is not intended by any party or insured to be all inclusive, or to the exclusion of other coverage, or a waiver of any type. If VTA maintains higher limits than the minimums shown above, the City requires and shall be entitled to coverage for the higher limits maintained by VTA. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.
- 11.4 VTA shall require each of its subcontractors to maintain insurance coverages that meet all of the requirements of this Agreement.
- 11.5 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.
- 11.6 VTA 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 the premium(s) thereon at VTA's expense.
- 11.7 At all times during the term of this Agreement, VTA shall maintain on file with

City's Risk Manager a certificate or certificates of insurance showing that the policies required by this Agreement are in effect in the required amounts and naming City and its officers, employees, agents and volunteers as additional insureds. VTA shall file with City's Risk Manager such certificate(s) prior to commencement of work under this Agreement.

- 11.8 VTA shall provide proof to City's Risk Manager 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 at least two weeks prior to the expiration of the coverages.
- 11.9 The general liability and automobile policies of insurance required by this Agreement shall contain endorsements naming City and 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 days' prior written notice to City. VTA 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.
- 11.10 The insurance provided by VTA shall be primary to any other coverage available to City. Any insurance or self-insurance maintained by City and/or its officers, employees, agents or volunteers, shall be in excess of VTA's insurance and shall not contribute with it.
- 11.11 All insurance coverage provided pursuant to this Agreement shall not prohibit VTA, and VTA's employees, agents or subcontractors, from waiving the right of subrogation prior to a loss. VTA hereby waives all rights of subrogation against City.
- 11.12 Any deductibles or self-insured retentions must be declared to and approved by City. At the option of City, VTA shall either reduce or eliminate the deductibles or self-insured retentions with respect to City, or VTA shall procure a bond guaranteeing payment of losses and expenses.
- 11.13 Procurement of insurance by VTA shall not be construed as a limitation of VTA's liability or as full performance of VTA's duties to indemnify, hold harmless and defend under Section 10 of this Agreement.

12. MUTUAL COOPERATION

- 12.1 City shall provide VTA with all pertinent data, documents and other requested information as is reasonably available for the proper performance of VTA's services under this Agreement.
- 12.2 If any claim or action is brought against City relating to VTA's performance in connection with this Agreement, VTA shall render any reasonable assistance that City may require in the defense of that claim or action.

13. RECORDS AND INSPECTIONS

VTA shall maintain full and accurate records with respect to all matters covered under this Agreement for a period of three 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

VTA shall obtain, at its sole cost and expense, all permits and regulatory approvals necessary for VTA's performance of this Agreement. This includes, but shall not be limited to, professional licenses, encroachment permits and building and safety permits and inspections.

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 VTA's and City's regular business hours; or (ii) on the third 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 Bradbury
600 Winston Avenue
Bradbury, CA 91008
Attn: Kevin Kearney
Email – kkearney@cityofbradbury.org
Telephone: (626) 358-3218
Facsimile: (626) 303-5154

If to VTA:
Veronica Tam and Associates
107 S. Fair Oaks Avenue, Ste. 212
Pasadena, CA 91105
Email: veronica.tam@vtaplanning.com
Telephone: (626) 304-0440
Facsimile: (626) 304-0005

With courtesy copy to:

Cary S. Reisman, City Attorney
Of Counsel to Jones & Mayer
3777 N. Harbor Blvd.
Fullerton, CA 92835
Email – csr@jones-mayer.com
Telephone: (714) 446-1400
Facsimile: (714) 446-1448

16. SURVIVING COVENANTS

The parties agree that the covenants contained in Section 9, Section 10, Paragraph 12.2 and Section 13 of this Agreement shall survive the expiration or termination of this Agreement.

17. TERMINATION

- 17.1. City may terminate this Agreement for any reason on five calendar days' written notice to VTA for any reason. VTA may only terminate this Agreement for any reason on thirty calendar days' written notice to City and only for cause. VTA agrees to cease all work under this Agreement on or before the effective date of any notice of termination. All City data, documents, objects, materials or other tangible things shall be returned to City upon the termination or expiration of this Agreement.
- 17.2. If City terminates this Agreement due to no fault or failure of performance by VTA, then VTA shall be paid for work performed in accordance with the terms and conditions of this agreement at the time of termination. In no event shall VTA be entitled to receive more than the amount that would be paid to VTA for the full performance of the services required by this Agreement.

18. GENERAL PROVISIONS

- 18.1. Delegation. Except as specifically authorized herein, VTA 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 VTA.
- 18.2. Discrimination. In the performance of this Agreement, VTA shall not discriminate against any employee, subcontractor, or applicant for employment because of race, color, creed, religion, sex, marital status, sexual orientation, national origin, ancestry, age, physical or mental disability medical condition or any other unlawful basis.
- 18.3. Headings. The headings appearing at the commencement of the sections hereof, and in any sub-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 at the head of which it appears, the section or paragraph, and not such heading, shall govern 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 and vice versa, in any place or places herein in which the context requires such substitution(s).
- 18.4. Waiver. The waiver by City or VTA of any breach of any term, covenant or condition of this Agreement 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 of this Agreement. No term, covenant or condition of this Agreement shall be deemed to have been waived by City or VTA unless in a writing signed by one authorized to bind the party asserted to have consented to the waiver.
- 18.5. Excused performance. VTA shall not be liable for any failure to perform if VTA presents acceptable evidence, in City's sole judgment, that such failure was due to causes beyond the control and without the fault or negligence of VTA. All findings, reports, documents, information and data including, but not limited to, computer tapes or discs, preliminary notes, working documents, files and tapes furnished or prepared by VTA or any of its subcontractors in the course of performance of this Agreement, shall be and remain the sole property of City. VTA agrees that any such documents or information shall not be made available to any individual or organization without the prior consent of City but shall be made available to the City within ten (10) days of request or within ten (10) days of termination. Any use of such documents for other projects not contemplated by this Agreement, and any use of incomplete documents, shall be at the sole risk of City and without liability or legal exposure to VTA. VTA shall deliver to City any findings, reports, documents, information, data, preliminary notes and working documents, in any form,

including but not limited to, computer tapes, discs, files audio tapes or any other Project related items as requested by City or its authorized representative, at no additional cost to the City.

- 18.6. Public Records Act Disclosure. VTA has been advised and is aware that this Agreement and all reports, documents, information and data, including, but not limited to, computer tapes, discs or files furnished or prepared by VTA, or any of its subcontractors, pursuant to this Agreement and provided to City may be subject to public disclosure as required by the California Public Records Act (Government Code Section 6250 et seq.). Exceptions to public disclosure may be those documents or information of VTA that qualify as trade secrets (such as, and including, its private financial statements, financial records and bank account information), as that term is defined in Government Code Section 6254.7, and of which VTA informs City, trade secret, and records relating to provision of medical aid and assistance to any individual under such individual's State and Federal rights of privacy and the provisions of the Health Insurance Portability and Accountability Act of 1996. City will endeavor to maintain as confidential all information obtained by it that is designated as trade secret or personal health records. City shall not, in any way, be liable for the disclosure of any trade secret or personal health records including, without limitation, those records so marked, if disclosure is deemed to be required by law or by order of the Court.
- 18.7. Conflict of Interest. VTA and its officers, employees, associates and City-approved subcontractors, if any, will comply with all conflict of interest statutes of the State of California applicable to VTA's services under this agreement, including, but not limited to, the Political Reform Act (Government Code Sections 81000, et seq.) and Government Code Section 1090. During the term of this Agreement, VTA and its officers, employees, associates and City-approved subcontractors shall not, without the prior written approval of the City Representative, perform work for another person or entity for whom VTA is not currently performing work that would require VTA or one of its officers, employees, associates or City-approved subcontractors to abstain from a decision under this Agreement pursuant to a conflict of interest statute.
- 18.8. Responsibility for Errors. VTA shall be responsible for its work and results under this Agreement. VTA, when requested, shall furnish clarification and/or explanation as may be required by the City's representative, regarding any services rendered under this Agreement at no additional cost to City. In the event that an error or omission attributable to VTA occurs, then VTA shall, at no cost to City, provide all actions to the sole satisfaction of City and to participate in any meeting required with regard to the correction.

- 18.9. Prohibited Employment. VTA will not employ any regular employee of City while this Agreement is in effect or for one year thereafter.
-
- 18.10. Order of Precedence. In the event of an inconsistency in this Agreement and any of the attached Exhibits, the terms set forth in this Agreement shall prevail. If, and to the extent this Agreement incorporates by reference any provision of any document, such provision shall be deemed a part of this Agreement. Nevertheless, if there is any conflict among the terms and conditions of this Agreement and those of any such provision or provisions so incorporated by reference, the conflict shall be resolved by giving precedence in the following order, if applicable: This Agreement, the City's Request for Proposals, VTA's Proposal.
- 18.11. Costs. Each party shall bear its own costs and fees incurred in the preparation and negotiation of this Agreement and in the performance of its obligations hereunder except as expressly provided herein.
- 18.12. No Third-Party Beneficiary Rights. This Agreement is entered into for the sole benefit of City and VTA and no other parties are intended to be direct or incidental beneficiaries of this Agreement and no third party shall have any right in, under or to this Agreement.
- 18.13. Construction. The parties have participated jointly in the negotiation and drafting of this Agreement. In the event an ambiguity or question of intent or interpretation arises with respect to this Agreement, this Agreement shall be construed as if drafted jointly by the parties and in accordance with its fair meaning. There shall be no presumption or burden of proof favoring or disfavoring any party by virtue of the authorship of any of the provisions of this Agreement.
- 18.14. Amendments. Only a writing executed by the parties hereto or their respective successors and assigns may amend this Agreement. For amendments affecting administrative business operations not related to overall service levels, compensation or performance standards, those may be approved administratively by the City Administrator. For amendments affecting compensation, performance standards or service levels, those must be approved by the City Council.
- 18.15. Waiver. The delay or failure of either party at any time to require performance or compliance by the other of any of its obligations or agreements shall in no way be deemed a waiver of those rights to require performance or compliance. No waiver of any provision of this Agreement shall be effective unless in writing and signed by a duly authorized representative of the party against whom enforcement of a waiver is sought. The waiver of any right or remedy in respect to any occurrence or event shall not be deemed a waiver of any right or remedy in respect to any other occurrence or event, nor shall any waiver constitute a continuing waiver.

- 18.16. Cumulative. 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 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 from 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.
- 18.17. Litigation. If legal action shall be necessary to enforce any term, covenant or condition herein contained, the party prevailing in such action, whether or not reduced to judgment, shall be entitled to its reasonable court costs, including any accountants' and attorneys' fees incurred in such action. The venue for any litigation shall be Los Angeles County, California and VTA hereby consents to jurisdiction in Los Angeles County for purposes of resolving any dispute or enforcing any obligation arising under this Agreement.
- 18.18. Interpretation. 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 enforced to the fullest extent permitted by law. Notwithstanding the foregoing, if the value of this Agreement, based upon the substantial benefit of the bargain for any party, is materially impaired, which determination made by the presiding court or arbitrator of competent jurisdiction shall be binding, then both parties agree to substitute such provision(s) through good faith negotiations.
- 18.19. Applicable Law. This Agreement shall be governed and construed in accordance with the laws of the State of California.
- 18.20. Complete Agreement. All documents referenced as exhibits in this Agreement are hereby incorporated into 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 the parties with respect to the transactions contemplated herein. No prior oral or written agreements are binding upon the parties. Amendments hereto or deviations herefrom shall be effective and binding only if made in writing and executed by City and VTA.

18.21. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original. All counterparts shall be construed together and shall constitute one agreement.

18.22. Corporate Authority. The persons executing this Agreement on behalf of the parties hereto warrant that they are duly authorized to execute this Agreement on behalf of said parties and that by doing so the parties hereto are formally bound to the provisions of this Agreement.

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 Bradbury

DocuSigned by:
By: D. Montgomery Lewis
D. Montgomery Lewis, Mayor

Date: 3/3/2021

“VTA”

DocuSigned by:
By: Veronica Tam
Veronica Tam, AICP

Date: 3/3/2021

Attest:

DocuSigned by:
By: Claudia Saldana
Claudia Saldana, City Clerk

Approved as to form:

DocuSigned by:
By: Cary S. Reisman
Cary S. Reisman, City Attorney
City of Bradbury

EXHIBIT 'A'

City of Bradbury Housing Element Update Services

Veronica Tam and Associates, Inc.
107 S. Fair Oaks Avenue, Suite 212
Pasadena, CA 91105
(626) 304-0440



February 19, 2021

Jim Kasama, City Planner
City of Bradbury
600 Winston Avenue
Bradbury, CA 91008

Subject: Proposal for the City of Bradbury Housing Element Update Services

Dear Mr. Kasama:

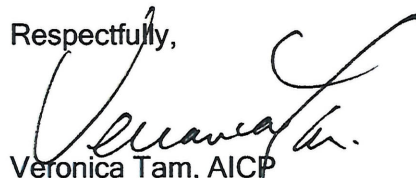
Veronica Tam and Associates, Inc. (VTA) is pleased to submit this proposal to assist the City of Bradbury with the 6th cycle Housing Element Update. We have included EcoTierra Consulting to provide assistance with CEQA compliance.

VTA is a recognized consulting firm with a strong focus on housing planning and community development. We have substantial experience in assisting jurisdictions in preparing the Housing Element updates. For the 5th cycle Housing Element update cycle, we successfully completed close to 60 Housing Elements for jurisdictions throughout the State. We are currently assisting communities throughout the SCAG and San Diego regions with the 6th cycle update.

We believe we are well-qualified to assist the City of Bradbury and look forward to discussing our proposal with you. **Per our discussions, the City has a very late start. While we will do our due diligence to complete the Bradbury Housing Element update in an expeditious manner, we cannot commit to completing the update by the Statutory deadline of October 15, 2021.**

Please contact me if you have questions or need additional information. I can be reached at veronica.tam@vtaplanning.com or (626) 304-0440x1.

Respectfully,



Veronica Tam, AICP
Principal



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I. Scope of Work and Approach

Understanding of Project

The Bradbury 2013-2021 Housing Element was adopted in 2015, passed the statutory deadline for the 5th cycle update, and obligating the City to prepare a midterm update by October 15, 2017. The City's midterm Housing Element was adopted in 2019, also passed the deadline. Therefore, the City of Bradbury is not eligible for the eight-year Housing Element or the 120-day grace period for the 6th cycle update. The City would not be eligible to re-align with the rest of the region for an eight-year update until the 7th cycle (2029-2037), provided that the City completes the first four-year update on time in 2033 and the second four-year update on time in 2037.

Given the City's late start, Veronica Tam and Associates, Inc. (VTA) cannot commit to completing the Bradbury Housing Element update by October 15, 2021. Instead, we propose to complete the Housing Element by the end of 2021, a more realistic timeline given the required process.

Task 1 - Project Administration

Task 1.1 - Kick-off Meeting

VTA will attend a kick-off meeting with City staff to discuss project expectations regarding coordination and schedule.

Task 1.2 - Project Management

We will update the City on progress with the Housing Element via emails, phone, or teleconferences on an as-needed basis.

Task 2 - Housing Element Assessment

Task 2.1 - Evaluation of the 2013-2021 Housing Element

As an initial task to the Housing Element update, we will review and evaluate the City's progress in implementing the 2013-2021 Housing Element (and 2019 Midterm Update) and recommend changes in programs and objectives needed.

Task 2.2 - Needs Analysis

The Housing Needs Assessment will contain the following topics to satisfy Government Code Section 65583(a) requirements:

- Demographics, income, and employment trends;
- Household characteristics;
- Housing stock characteristics;
- At-risk housing analysis; analysis of special housing needs; and
- Affirmatively furthering fair housing analysis.



Most recently, HCD released a Technical Memo for AB 686 (Affirmatively Furthering Fair Housing). VTA will consult this memo and HCD staff to ensure this new requirement is adequately addressed in the Housing Element update.

Task 2.3 - Sites Analysis

The City's allocation is estimated at 41 units, a significant number for Bradbury. This Housing Element update would require dedicated efforts to identify sites with near-term potential, taking into consideration the adequate sites requirements under new Housing Element laws (SB 166, AB 1397, etc.). We understand that staff have already identified areas for rezoning.

Our scope does not include preparing or processing the rezoning necessary to meet the RHNA. Our scope assumes the rezoning will occur after the adoption of the Housing Element.

Task 2.4 - Housing Constraints and Opportunities

We will identify potential governmental and non-governmental constraints to housing production, including environmental and infrastructural constraints. This analysis must contain a review of factors that may potentially constrain the development, improvement, and preservation of housing in Bradbury. Factors to be reviewed include market, governmental, environmental, and infrastructural constraints. New Housing Element laws require the assessment of non-governmental constraints, including NIMBYism, lending practices, shortage of labor, and other economic factors.

In addition to the sites inventory, we will also discuss other resources such as funding available and partnership opportunities, as well as opportunities for energy conservation.

Task 2.5 - Implementation Program

Based upon the analyses and research conducted in the previous tasks, we will update the Housing Element. For each program included in the Housing Element, we will establish the timeframe for implementation, specific objectives, funding sources, and responsible agencies. The programs will satisfy requirements of Government Code Sections 65583(b) and (c). Several new programs are mandated:

- Program to incentivize Accessory Dwelling Units
- Program to address impediments to fair housing
- By-right approval of housing projects on rezoned properties if 20 percent of the units are set aside for lower income households

Task 3 - Community Engagement and Public Hearings

Task 3.1 - Community Outreach

Housing Element law requires outreach to low and moderate income and special needs populations during the development of the Draft Element. In light of the current COVID-19 situation, in-person community meetings would be infeasible. All meetings in this proposal are intended as virtual meetings.

- Stakeholders/Community Virtual Workshop (1): We will one stakeholders and/or community workshop on the Housing Element. We will work with staff to determine the appropriate format of these meetings. We will invite agencies and organizations that



serve the low and moderate income population and those with special housing needs, as well as housing developers active in San Gabriel region.

- Planning Commission and City Council Presentations (2): We will introduce the Housing Element update before the Planning Commission and City Council. We will discuss with the PC and CC the Housing Element requirements and City staff's strategy for meeting the RHNA.
- Planning Commission Review of Draft Housing Element prior to HCD Review (1): We typically recommend providing the public and the Planning Commission an opportunity to comment on the Draft Housing Element prior to initiating HCD review.

Task 4 - Facilitation of Review and Approval of Housing Element Amendment

Task 4.1 - Staff Review of Draft Housing Element

With the analyses conducted in the previous tasks, we will comprehensively update the City's 2019 Housing Element for the 2021-2029 cycle. A Screendraft Housing Element will be prepared for staff review.

Deliverable(s):

- Screendraft Housing Element (electronic copy)

Task 4.2 - Public Review Draft Housing Element

We will revise the Screendraft Housing Element, responding to staff comments to formulate the Public Review Draft. We recommend presenting this Draft Housing Element to the Planning Commission prior to submitting for HCD review (see Task 3.1). We will revise the Public Review Draft Housing Element to reflect any changes desired by the Planning Commission and respond to public comments.

Deliverable(s):

- Public Review Draft Housing Element (electronic copy)

Task 4.3 - HCD Submittal and Review

HCD review of the Draft Housing Element is mandatory. During the review, we would work to address all HCD comments. We would communicate with HCD and facilitate review of the revisions via revised pages. All revisions made to the Draft Housing Element would be shown as tracked changes. The goal is to secure a Finding of Substantial Compliance on the Draft Element before proceeding to adoption. This way, final certification would be contingent upon adopting the Housing Element as revised and reviewed by HCD, and the City would avoid adopting a Housing Element that does not completely meet HCD requirements and needing to repeat the review and adoption process again.

Deliverable(s):

- HCD Review Draft Housing Element (electronic copy and one hard copy)

Task 4.4 - Adoption Public Hearings (2)

Upon completion of HCD review, VTA will conduct two public hearings before the Planning Commission and City Council for the adoption of the Housing Element.

**Deliverables:**

- PowerPoint presentation (electronic copy)

Task 4.5 - Final Housing Element and State Certification

After the Planning Commission and City Council adoption hearings, we will package a Final Adopted Housing Element, along with the signed resolution, and send to HCD for its final 90-day review. We will follow through with assisting the City in achieving State certification of the Housing Element.

Deliverable(s):

- Final Housing Element (electronic copy and one hardcopy)

Task 5 - CEQA Compliance

Our scope for the Housing Element update does not include preparing or processing the rezoning necessary to meet the RHNA. We assume the rezoning will be carried out by the City can occur after adoption of the Housing Element. Therefore, we assume only a Negative Declaration or Mitigated Negative Declaration would be completed (no technical studies required).



II. Schedule

As discussed before, Veronica Tam and Associates, Inc. (VTA) cannot commit to completing the Housing Element by the statutory deadline, given the City's late start. We do recommend adopting the Housing Element by the end of the 2021.

Milestone	Timeline
Project Initiation	March 2021
Stakeholder/Community Workshop (1)	May 2021
Planning Commission/City Council Presentations (2 total)	June 2021
Draft Housing Element	August 2021
Planning Commission Review of Draft Housing Element	August 2021
HCD Review	September - November 2021
CEQA (ND/MND)	June - October 2021
Adoption Hearings	November - December 2021



III. Firm Organization

1. Veronica Tam and Associates, Inc. (VTA)

VTA is a California corporation located in Pasadena, California. VTA was established in November 2005 and has since been providing housing and community development consulting to local jurisdictions throughout California. We provide assistance in the following areas:

- Housing Element updates
- Zoning revisions for housing-related issues
- Special housing studies
- Consolidated Plan and related reports
- Grants administration and technical assistance
- Analysis of Impediments to Fair Housing Choice
- Environmental clearance for housing-related plans and projects

The person authorized to negotiate contract conditions for the company is:

Veronica Tam, AICP, Principal
Veronica Tam and Associates, Inc.
 107 S. Fair Oaks Avenue, Suite 212
 Pasadena, CA 91105
 P: (626) 304-0440
Veronica.Tam@vtaplanning.com

Housing and Community Development Planning Experience

Our clients have included rural towns/communities, suburban and urban cities, metropolitan areas, and counties.

Fifth Cycle Housing Elements

We are well known for our expertise in State Housing Element law. We have prepared Housing Elements for jurisdictions throughout the State and maintain an excellent track record of receiving State certification. For the fifth cycle, we prepared close to 60 Housing Element updates in the San Diego, SCAG, ABAG, AMBAG, and FCOG regions.

- | | | |
|--------------|------------------------|--------------------------|
| ▪ Alhambra | ▪ Glendora | ▪ Rancho Santa Margarita |
| ▪ Avalon | ▪ Gonzales | ▪ Redondo Beach |
| ▪ Buena Park | ▪ Hawthorne | ▪ Salinas |
| ▪ Burbank | ▪ Hercules | ▪ San Bernardino |
| ▪ Camarillo | ▪ Imperial Beach | ▪ San Clemente |
| ▪ Chino | ▪ Jurupa Valley | ▪ San Joaquin |
| ▪ Corona | ▪ Kingsburg | ▪ San Marcos |
| ▪ Coronado | ▪ La Canada Flintridge | ▪ San Marino |
| ▪ Costa Mesa | ▪ Lake Forest | ▪ Santa Clara |



▪ Cupertino	▪ La Mesa	▪ Santee
▪ Del Mar	▪ Lawndale	▪ Seaside
▪ Dublin	▪ Lomita	▪ Selma
▪ El Cajon	▪ Long Beach	▪ Simi Valley
▪ El Centro	▪ Marina	▪ South Gate
▪ El Segundo	▪ Monterey County	▪ Tracy
▪ Escondido	▪ Parlier	▪ Vista
▪ Fowler	▪ Pinole	▪ Walnut
▪ Fresno County	▪ Pomona	▪ West Hollywood

Analysis of Impediments (AI) to Fair Housing Choice/Assessment of Fair Housing (AFH)

We have prepared some of the most complex AI and AFH reports in the State.

▪ Alhambra AI	▪ Monterey County AI	▪ Salinas AI
▪ Glendale AI	▪ Pasadena AI	▪ San Bernardino AI
▪ Los Angeles AI	▪ Pomona AI and AFH	▪ San Diego County AI
▪ Long Beach AI and AFH	▪ Monterey County AI	▪ Ventura County AI

Similar Projects

Seaside Housing Element (2015-2023)

The City of Seaside was updating the Housing Element along with the comprehensive General Plan update. The Draft Housing Element was able to secure a Finding of Substantial Compliance from HCD, and was waiting to be adopted along with the entire General Plan. Unfortunately, the General Plan growth forecast became the subject of litigation, significantly delaying the General Plan/Housing Element adoption process. To move forward with the Housing Element so the City would be eligible for SB 2 grants, VTA revised the Element to rely on the current General Plan (instead of the proposed General Plan) for the RHNA. The Element was also updated to reflect the changes in Housing Element requirements due to the 2017 and 2018 housing bills. The Seaside Housing Element received a Finding of Substantial Compliance in October and is currently in the adoption process.

Gloria Stearns, Director of Community Development

GStearns@ci.seaside.ca.us

(831) 899-6830

Marina Housing Element (2015-2023)

The City of Marina committed in its fourth cycle of Housing Element to redesignate 27 acres of land into high-density mixed use commercial uses. However, with the housing market implosion that occurred between 2006 and 2012, and the dissolution of redevelopment in 2012, the City never completed the required rezoning. Therefore, the City never commenced the fifth cycle update of the Housing Element until 2016 when the City was finally able to pursue the creation of the Downtown Vitalization Specific Plan. VTA worked closely with HCD to devise a two-part plan to help the City prepare the fifth cycle update within three months in order to qualify for CDBG funds, and then move on to achieve a certifiable Housing Element later.

Matt Mogensen, Assistant City Manager

mmogensen@cityofmarina.org



(831) 884-1240

Maywood Housing Element (2013-2021)

The City of Maywood adopted the 2013-2021 Housing Element on time but the adopted Element did not address HCD comments. The City was therefore identified by the State Attorney General's Office as a non-compliant city, potentially subject to litigation. The City retained VTA in July 2019 to revise the Housing Element and pursue certification. VTA worked in an expedited manner and was able to achieve compliance status for the City on November 14, 2019. As part of the Housing Element amendment, VTA also revised the Zoning Ordinance to address emergency shelters for homeless, density bonus, and create an affordable housing overlay.

David Mango, Director of Building and Planning

David.Mango@cityofmaywood.org

(323) 562-5721

Cupertino Housing Element (2014-2022)

The Cupertino Housing Element was updated with a concurrent update to the City's Land Use Element, seeking to redesignate a number of potential sites for higher intensity residential or mixed use development. The update process involved an extensive community outreach process that included more than 20 community meetings and public hearings. The need to rezone and upzone properties was met to vigorous community opposition. A carefully crafted process helped navigate the community through the discussions and ultimately led to an innovative strategy to accommodate the City's Regional Housing Needs Allocation (RHNA) and the certification of the Housing Element by HCD.

Piu Ghosh, Principal Planner

(760) 777-3308

PiuG@cupertino.org

Long Beach Housing Element (2013-2021)

As one of the largest and most diverse cities in California, Long Beach has extensive housing needs. The Housing Element update must address debates such as geographic distribution, intensity, affordability, new construction vs. preservation, and displacement, gentrification, and tenant protection. An extensive outreach program was conducted to obtain input from community groups, housing advocates, developers, and property owners. VTA worked closely with City staff and HCD to respond to comments from the community. The Final Housing Element contains detailed actions and specific timelines that answer to community demands.

Patrick Ure, Housing Operations Officer

(562) 570-6026

Patrick.Ure@longbeach.gov



IV. Project Organization

Veronica Tam, AICP

Veronica Tam will oversee the preparation of Housing Element for the City of Bradbury. She is a recognized expert in the area of housing policy planning. Throughout her career, she has prepared more than 100 Housing Element updates, including approximately 60 updates during the fifth cycle update (nine updates in San Diego County). She has also taken on some of the most challenging Housing Element updates, including:

- Cities that were facing litigations - San Clemente and Pomona
- Cities that have delayed process due to the need to coordinate with the General Plan update process - Escondido, Encinitas, Seaside, and South Gate
- Cities that have never received HCD certification due to stringent local development standards and procedures - Del Mar and San Marino

Holli Anderson

Ms. Anderson joined VTA in 2018 will assist in the preparation of the Housing Element. Since joining VTA, Ms. Anderson has participated in the preparation of Housing Elements for the cities of Marina, Palmdale, and Thousand Oaks. She assisted in the Gateway Cities Housing Needs Assessment, an effort coordinated by the Gateway Cities Council of Governments to assess the housing needs, programs, and policies in the 28-jurisdiction subregion of the Southern California Association of Governments (SCAG). She is currently assisting in the preparation of the San Diego Regional Analysis of Impediments to Fair Housing Choice (AI).

Alexis Bueno Correa

Ms. Bueno Correa holds a Master degree in Urban and Regional Planning from CalPoly Pomona. Her academic focus was on community change and gentrification. She is familiar with the use of Census and other data to assess demographic changes in a community over time. She is currently assisting in the preparation of the San Diego Regional Analysis of Impediments to Fair Housing Choice (AI). She is also assisting in the preparation of Housing Element for the cities of Culver City and Palmdale.



2. EcoTierra Consulting

EcoTierra Consulting, Inc. (EcoTierra) specializes in providing CEQA/NEPA environmental consulting services to agencies throughout the state of California. We have extensive environmental analysis experience, from the initial project scoping process to responding to public comments and attending hearings. EcoTierra is an S-Corporation environmental consulting firm that specializes solely in environmental analysis and documentation for public and private sector clients. EcoTierra is comprised of ten experienced CEQA/NEPA professionals. The founding Principals, Curtis Zacuto and Craig Fajnor, established the firm nine years ago in July 2010, after previously serving as the Senior Vice Presidents for a noted Southern California CEQA firm. The Founding Principals of the firm have over 60 years of collective experience in CEQA compliance and document preparation. EcoTierra has four office locations in California: Los Angeles, Westlake Village, Riverside, and Walnut Creek. We are a nimble, efficient, and highly cost-effective environmental consulting firm that can handle projects of any size and complexity. Our success is based upon the success of projects and the partnerships that we build with each client. EcoTierra recently completed an Initial Study in support of an Mitigated Negative Declaration for the City of Oceanside for a 12 unit multi-family building (901 Pier View Way) that involved demolition of a historic property.



V. Cost Proposal

	Task	Tam \$ 180	Anderson/ Bueno \$ 120	Tech \$ 120	VTA Total
Task 1:	Project Administration				
Task 1.1:	Kick-off Meeting	2	2		\$ 600
Task 1.2:	Project Management	20			\$ 3,600
Task 2:	Housing Element Assessment				
Task 2.1:	Evaluation of the 2013-2021 Housing Element/2019 Midterm Update	2	12		\$ 1,800
Task 2.2:	Needs Analysis	12	40	16	\$ 8,880
Task 2.3:	Sites Analysis	20	16	4	\$ 6,000
Task 2.4:	Housing Constraints and Opportunities	16	40		\$ 7,680
Task 2.5:	Implementation Program	8	8		\$ 2,400
Task 3:	Community Engagement				
Task 3.1:	Stakeholders/Community Workshop (1)	8	16	4	\$ 3,840
	Planning Commission/City Council Presentations (2)	6	16		\$ 3,000
	Planning Commission Review of Draft Housing Element (1)	3	6		\$ 1,260
Task 4:	Facilitation of Review and Approval of HE Amendment				
Task 4.1:	Staff Review Draft Housing Element	12	24		\$ 5,040
Task 4.2:	Public Review Draft Housing Element	4	12		\$ 2,160
Task 4.3:	HCD Submittal and Review	20	40		\$ 8,400
Task 4.4:	Adoption Public Hearings (2)	6	4		\$ 1,560
Task 4.5:	Final Housing Element and State Certification		2		\$ 240
Task 5:	CEQA Compliance (Optional)				
	ND/MND				\$ 15,000
	Total Housing Element	139	238	24	\$ 71,460


**VERONICA TAM, AICP
PRINCIPAL**


Ms. Tam has expertise in the areas of housing policy development and community development planning. She has over 20 years of experience preparing a range of housing and community development plans and studies for jurisdictions throughout California.

RELATED PROJECT EXPERIENCE
6th Cycle Housing Elements

Bell Gardens	Glendora	San Diego County
Camarillo	Imperial Beach	Santee
Culver City	La Mesa	Simi Valley
El Cajon	Los Angeles County	Thousand Oaks
El Segundo	Port Hueneme	Vista
Escondido	San Clemente	Walnut

5th Cycle Housing Elements (60 Jurisdictions)

Avalon	Glendora	Marina
Buena Park	Gonzales	Monterey County
Chino	Hawthorne	Pomona
Corona	Lawndale	Rancho Santa Margarita
El Cajon	Lomita	San Fernando
Encinitas	Long Beach	Seaside

Consolidated Plans

Alhambra	Glendora	Santee
Carlsbad	Lancaster	Santa Clarita
Costa Mesa	Long Beach	Simi Valley
El Cajon	Perris	Monterey County
Glendale	Salinas	Orange County

Fair Housing Studies

Chino	Pasadena	Santa Clarita
Glendale	Perris	Monterey County
Long Beach	Pomona	San Diego County
Palm Springs	Salinas	Ventura County

Special Studies

- County of San Diego Strategic Plan for 3 Element Updates (Housing, Safety, and Environmental Justice)
- Gateway Cities Council of Governments (GCCOG) Housing Assessment
- Regional Housing Needs Allocation Assistance for the cities of Redondo Beach and South Gate

EDUCATION

MA, Urban Planning, University of California, Los Angeles (337 Charles E Young Dr E, Los Angeles, CA 90095)

BES, Urban and Regional Planning (Economics Minor), University of Waterloo, Canada (200 University Ave W, Waterloo, ON N2L 3G1, Canada)

PROFESSIONAL AFFILIATIONS

American Institute of Certified Planners
American Planning Association

AWARDS

2016 APACA
Award of Excellence – Opportunity and Empowerment: 2014-2015 Salinas Housing Initiatives

2016 Northern Section, APACA
Award of Merit – Public Outreach: 2014-2015 Salinas Housing Initiatives

2016 APACA
Award of Merit – Best Practice: Fresno Multi-Jurisdictional Housing Element

2016 Central Valley Section, APACA
Award of Excellence – Best Practice: Fresno Multi-Jurisdictional Housing Element

2014 APACA
Award of Merit – Hard Won Victories: 2013-2021 El Cajon Housing Element

2014 San Diego Section, APACA
Comprehensive Planning, Small Jurisdiction: 2013-2021 El Cajon Housing Element

Veronica Tam and Associates

107 S. Fair Oaks Avenue, Suite 212, Pasadena, CA 91105
P (626) 304-0440 F (626) 304-0005



ALEXIS BUENO CORREA PLANNER



EDUCATION

Master in Urban Planning, 2019
California State Polytechnic University, Pomona
(3801 W Temple Ave, Pomona, CA 91768)

Bachelor in Biological Science, 2015
California State University, Fullerton

SKILLS

Spanish Fluency
Database Management
ArcGIS

Ms. Bueno Correa holds a Master degree in Urban and Regional Planning with a specialization in community development.

Ms. Bueno Correa is familiar with both qualitative and quantitative methods of research. Her academic research was focused on assessing community change and gentrification due to demographic and housing trends.

VERONICA TAM AND ASSOCIATES

At VTA, Ms. Bueno Correa contributes to a variety of housing and community development studies as well as environmental clearance requirements for housing-related projects.

6th Cycle Housing Element

Culver City	Imperial Beach	Long Beach
Oceanside	Santee	Thousand Oaks

Fair Housing Studies

Glendale	Pasadena	San Diego County
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Consolidated Plans

Lancaster	Monterey County	Salinas
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Special Housing Studies

Gateway Council of Governments Housing Assessment

PRIOR EXPERIENCE

Prior to joining VTA, Ms. Bueno Correa worked for the Municipal Water District of Orange County.

Veronica Tam and Associates

107 S. Fair Oaks Avenue, Suite 212, Pasadena, CA 91105
P (626) 304-0440 F (626) 304-0005



**HOLLI ANDERSON
PLANNER**



EDUCATION
Bachelor in Urban Planning, 2018
California State University, Northridge
(18111 Nordhoff St, Northridge, CA 91330)

SKILLS
InDesign
ArcGIS
AutoCAD

Ms. Anderson holds a Bachelor degree in Urban Planning with an emphasis in Environmental Planning and Sustainability from California State University, Northridge. She joined VTA in 2018 and has been assisting with the preparation of various housings studies.

VERONICA TAM AND ASSOCIATES

Ms. Anderson is well versed in using Census, HMDA, and CHAS datasets for housing and demographic analysis. As a planner, Ms. Anderson contributes to the preparation of a variety of housing studies and reports:

6th Cycle Housing Element

La Mesa	El Cajon	Rancho Cucamonga
Glendora	Palmdale	Thousand Oaks

Fair Housing Studies

Glendale	Palm Springs	Perris
Monterey County	Santa Clarita	San Diego County

Consolidated Plans and Annual Reports

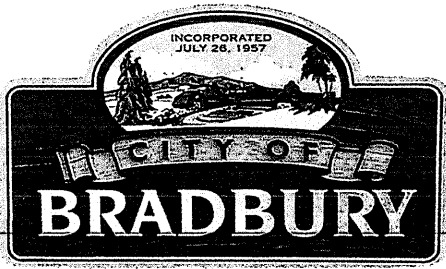
Camarillo	El Cajon	Glendale
Perris	Glendora	Santa Clarita

Special Housing Studies

Gateway Council of Governments Housing Assessment

PRIOR EXPERIENCE

Prior to joining VTA, Ms. Anderson worked at Habitat for Humanity/Homes 4 Families, which develops affordable housing communities for veterans. Ms. Anderson worked directly with client families in assessing their needs and eligibility for services.



Elizabeth Bruny, Mayor (District 5)
Bruce Lathrop, Mayor Pro Tem (District 4)
Richard T. Hale, Jr., Council Member (District 1)
Monte Lewis, Council Member (District 2)
Richard Barakat, Council Member (District 3)

City of Bradbury Agenda Memo

TO: Honorable Mayor and Members of the City Council

FROM: Kevin Kearney, City Manager
Suresh Malkani, Finance Director

DATE: May 17, 2022

SUBJECT: **PROPOSED FORECAST OF FISCAL YEAR 2022 – 2023**

ATTACHMENTS: 1. FY 2022 – 2023 Work Plan
2. FY 2022 – 2023 Projected Fund Activity by Fund
3. FY 2022 – 2023 Revenue Projections
4. FY 2022 – 2023 Expenditure Projections
5. Unreserved General Fund History

SUMMARY

The proposed Fiscal Year 2022 – 2023 draft budget is a snap-shot of next year's budget forecast, and it allows the City Council to discuss any priorities in the coming year.

The budget determines the City's resource priorities and sets the course for years to come. The City Council does that by linking the most important, highest priority items for the City to accomplish over the next year with the necessary resources.

This forecast represents the opportunity for the City Council to review the financial picture before final adoption in June. Following this meeting, Staff will complete any necessary changes and bring the budget

This forecast represents the opportunity for City Council to review the financial picture before final adoption in June. Following this meeting, Staff will complete any necessary changes and bring the budget back before the City Council for approval in June. With this report, Staff is seeking direction from the City Council on what measures to take in the Fiscal Year 2022 – 2023 budget.

FOR CITY COUNCIL AGENDA 5-17

AGENDA ITEM # 2

ANALYSIS

Linking objectives with necessary resources involves a process that identifies key goals prior to budget preparation, and these goals become priorities for the budget process. The following five key goals (in no particular order of importance) have been developed by the City Council:

- **Disaster Preparedness**
- **Fiscal Responsibility**
- **Capital Improvements**
- **Infrastructure Improvements**
- **City Beautification**

DISCUSSION***A Snapshot of the Budget FY 2022 - 2023***

Revenue projects are based on the trends and forecast reports from the County and State. These estimates are conservative and reflect the expectation of the City's revenues from the previous year.

Revenue to the General Fund projected at \$1,301,535 and expenditures total is \$1,084,101. The City's major General Fund revenue sources are Property Tax, Transfer Tax, Franchise Fees and Fees for Service. It should be noted that the General Fund revenues are subject to changes in economic conditions and can fluctuate significantly. The City is still reeling from a decline in revenues from FY 2020-2021 when the COVID-19 situation first started. Revenues from Licenses and Permits remains relatively stable as the State and Region continue to lift COVID-19 restrictions. There is not a major expectation that construction activity revenue streams will continue to significantly increase until after the pandemic further subsides.

Below is a summary for the upcoming Fiscal Year:

Projected General Fund Revenue =	\$1,301,535
Projected General Fund Expenditures =	\$1,084,101
Projected Difference	\$ 217,434
Projected Fund Balance =	\$5,057,305
Projected General Fund Reserves =	\$1,200,000
Projected Infrastructure Reserves =	\$ 200,000
Projected Contingency =	\$ 5,000
Projected General Fund Liability =	\$ 25,000
Unreserved General Fund Balance =	\$3,627,305

Significant Projects Completed in FY 2021-22

- ***Policies, Ordinances, Projects, and Accomplishments***

A wide variety of policies, ordinances, and projects were completed throughout the year. These include:

- ✓ Renewed the CSO Program
- ✓ Hired a New Building Official
- ✓ Hired a New Finance Director
- ✓ Adopted an Updated Building Code
- ✓ Updated the Film Policy and Ordinance
- ✓ Continued the 6th Cycle Housing Element Update
- ✓ Continuance of Routine Performance Evaluations
- ✓ Repainted the Inside and Outside of the Civic Center
- ✓ Successfully Redistricted the City's Council Boundaries
- ✓ Secured a \$176,000 Grant for a Trail on Lemon Avenue
- ✓ Initiated Annexation of a portion of Royal Oaks Drive North
- ✓ Awarded Bid and Commenced Citywide Public Tree Trimming
- ✓ Drafted Ordinance Implementing SB9 into the Development Code
- ✓ Initiated the Bradbury Road/Wildrose Avenue Street Widening Project
- ✓ Worked with CalAmerican Water to Increase Pressure in Areas of the City
- ✓ Started Planning for Bradbury Night Out and Volunteer Appreciation Event
- ✓ Creatively Expended COVID-19 Funds from the American Rescue Plan Act
- ✓ Facilitated Conversation with CalAmerican Water on Lemon Ave. Reservoir
- ✓ Attained Exemption from SB1383 Organics Recycling for Residential Properties
- ✓ Maintained Planning Operations while the City Planner was Out on Medical Leave for 6-Months

- ***Community Wildfire Protection Plan Finalization***

The Community Wildfire Protection Plan (CWPP) had been a City Council priority for a number of years. After the City received grant funding to create the plan in 2019, the goal was to complete the document within a year or two. That initial timeline was disrupted when the COVID-19 pandemic hit, but City Staff had still been working toward its finalization. Since commencing the plan, there had been numerous public outreach meetings with the community and multiple stakeholders were consulted in formulating the plan. These stakeholders included the Los Angeles County Fire Department, Angeles National Forest, Los Angeles County Sheriffs Department, Los Angeles County Public Works, and the City's Public Safety Committee. The CWPP caters specifically to Bradbury and identifies areas for hazardous fuel-reduction treatments and recommends measures that homeowners can take to reduce ignitability of structures throughout the community area. The Plan also includes various maps that illustrate the Very High Fire Hazard Severity Zones, evacuation plans, fire hydrant locations, fire behavior modeling results and more. Overall, the CWPP established connections with stakeholders in the surrounding areas, provided recommendations for homeowners and the

~~City, and will continue to be used to increase safety through community projects, policies, and grant programs.~~

The City Council formally adopted the CWPP at their March 15, 2022 meeting.

- ***Public Safety Committee***

The Public Safety Committee, which acts in an advisory capacity in relation to law enforcement priorities, crime prevention and control, animal control, and emergency preparedness, was very active during this year. Two committee members became amateur Ham Radio Technicians and went through a basic training with a local Ham Radio instructor. The Committee purchased supplies, food, and water to ensure available resources in an emergency. Additionally, the committee played a large role in the development of the Community Wildfire Protection Plan through multiple reviews and feedback processes. The CWPP was approved by the committee in order to move forward in the adoption process.

- ***COVID-19 Operations***

Through the COVID-19 pandemic, City Hall continued to be staffed and maintained regular programs and services.

New Items for Consideration in FY 2022 – 2023

Recommended New Items Utilizing Restricted Funds: Currently in Budget

- ***COPS/SLESF Funds - \$55,000 (Restricted Funds)***

The City receives \$100,000 in Citizens' Option for Public Safety (COPS) / Supplemental Law Enforcement Services Fund (SLESF) funding from the State for additional local law enforcement purposes each Fiscal Year. The City currently has a \$352,400 surplus from previous years and will add another \$100,000 in FY 22/23. This past year, the City utilized funding for a contracted Monrovia CSO, administrative supplies (such as tickets and equipment). Extra Sheriff's Department spot-patrol in Bradbury has been utilized in the past but has been placed on hold recently. As such, Staff is recommending the following for this upcoming fiscal year:

➤ \$ 53,500	Monrovia CSO
➤ \$ 1,500	Supplies
<hr/>	
\$ 55,000	TOTAL

The City of Monrovia has recently notified Bradbury that they have a budget proposal being presented to their Monrovia City Council to expand the CSO program to include another full-time CSO (part-time in Monrovia and part-time in Bradbury). Further details will be shared with the Bradbury City Council, which will include costs, after there have

been approvals by the Monrovia City Council and once the contract between both cities has been amended and finalized.

Recommended New Items Utilizing General Funds: Currently in Budget

- ***Los Angeles Sheriff's Department Contract Increase - \$1,064***
The Sheriff's Department has notified the City that their contracting cost model will overall increase by 1.43%. Significant budget curtailments and overtime mitigation have contributed to the rate increase. The liability surcharge on LASD services will remain at 11%. The contract between Bradbury and LASD accounts for 730 annual scheduled hours within the City.
- ***City Attorney Retainer & Rates Increase***
The City Attorney's monthly retainer is increasing from \$2,650 to \$2,900. Hourly billing for general services exceeding the retainer's 12 hours is increasing from \$250 to \$275, and from \$325 to \$355 for services reimbursed by a third party. All three increases are under 11%, which is less than the cost-of-living increases during the three-year time period. These are the first increases since FY 2019/20.
- ***City Engineering Rates Increase***
RKA Engineering is proposing a 5% increase in their services. The City currently contracts with them on an hourly basis for work performed, and rates have not been increased since contract inception in 2008. The following are the current and the proposed hourly rates:

<i>Labor Category</i>	<i>2021/22</i>	<i>2022/23</i>
Project Principal/City Engineer	\$147	\$160
Engineering/CADD Technician	\$65	\$85
Public Works Inspector	\$84	\$90
Clerical/Administrative	\$42	\$65

- ***COLA Adjustments of 8.5% for Staff - \$18,000***
The following are COLA increases for Staff, which includes the positions of City Clerk and Management Analyst. Consumer Price Index (CPI) Increases are from the U.S. Bureau of Labor Statistics for the surrounding area and is the same benchmark figure used continually each year. The total CPI costs of \$18,000 includes the changes to both salary and accompanying benefits.
- ***Bradbury Night Out & Volunteer Appreciation Events - \$14,000***
Bradbury Night Out (BNO) has been added back into the budget after haven been removed the last two years because of COVID-19 restrictions. BNO is budgeted at \$10,000 with the volunteer appreciation event budgeted at \$4,000. Prices for most things have increased over the last few years, which is why this amount is higher than previous years. The amounts are rough estimates since authorization to hold these events were just approved by the City Council a month ago.

- ~~*Replace Aging City Street Signage - \$10,000*~~

Replacing City street signage is a City Council priority. This amount allows Staff to start work on the program. This item will eventually be brought back to the City Council at a later time for further discussion and direction.

Other Notable Items

- For the 12 City Hall closure days, Staff recommends the following days to be designated: Tuesday, July 5, 2022; Friday, August 5, 2022; Friday, September 2, 2022; Monday, October 31, 2022; Friday, November 24, 2022; Tuesday, December 27, 2022; Wednesday, December 28, 2022; Thursday, December 29, 2022; Friday, December 30, 2022; Friday, April 7, 2023; Friday, May 5, 2023; Friday, June 2, 2023.

STAFF RECOMMENDATION

Staff recommends that the City Council review the proposed draft budget forecast and provide Staff with input and direction to prepare the draft budget. Once direction is received, Staff will bring the finalized budget for adoption during the June City Council meeting.

ATTACHMENT #1

2022 – 2023 Work Plan

City Council Priorities
Disaster Preparedness
Fiscal Responsibility
Capital Improvements
Infrastructure Improvements
City Beautification

Blue = Staff Proposed
Red = Completed Last FY

Disaster Preparedness

1. ~~Complete a Community Wildfire Protection Plan (CWPP)~~
2. Host One Community Preparedness Education Event
3. Obtain Status as a *Firewise Community, USA*
4. ~~Explore~~ **Continue** Increasing Disaster Communications
5. Continue Evaluating & Increasing Disaster Supplies

Fiscal Responsibility

1. Continue to Work with the Community on Fiscal Stability

Capital Improvements

1. ~~Start~~ **Complete** Road Widening at Wildrose Avenue
2. **Complete** Lemon Avenue Trail Project
3. Replace Aging City Signage
4. ~~Commence~~ **Continue** Street Tree Trimming Program
5. ~~Complete~~ **Explore** Curb Improvements on Royal Oaks Drive North

Infrastructure Improvements

City Beautification

1. Continue to Improve City Trails & Medians with Drought Tolerant Landscaping

Miscellaneous Community Improvement

1. Continue Work toward Updating the City's Development Code
2. Explore the Most Effective Policing Solution to Increase the Feeling of Safety within Bradbury
3. Work Regionally and with Neighboring Cities on the MS4 Permit
4. Improve Communications with the Community
5. Complete the State Mandated Housing Element **Update**

ATTACHMENT #2

Unrestricted Funds:

Fund 101 - General Fund
Fund 102 - Utility Users Tax Fund
Fund 103 - Deposits Fund
Fund 112 - Long Term Planning Fee Fund
Fund 113 - Technology Fee Fund

Restricted Funds:

Fund 200 - Gas Tax Fund
Fund 201 - SB1 Fund
Fund 203 - Prop. A Fund
Fund 204 - Prop. C Fund
Fund 205 - TDA Fund
Fund 206 - Sewer Fund
Fund 208 - STPL Fund
Fund 209 - Recycling Grant Fund
Fund 210 - Measure R Fund
Fund 212 - Measure M Fund
Fund 213 - Measure W Fund
Fund 215 - COPs Fund
Fund 217 - County Park Grant Fund
Fund 219 - Fire Safe Grant 14-USFS-SFA-0053
Fund 220 - Covid-19 Fund

7/1/2022 Estimated Fund Balance	Proposed Revenues	Proposed Expenditures	Proposed 6/30/2023		Proposed Increase/(Decrease) in Fund Balance
			Fund Balance	Unreserved	
4,220,864	1,301,535	1,084,101	1,430,000	3,008,298	217,434
517,006	12,000	1,600		527,406	10,400
41,281	60,000	50,000		51,281	10,000
3,687	7,625	-		11,312	7,625
27,958	18,050	17,000		29,008	1,050
4,810,796	1,399,210	1,152,701	1,430,000	3,627,305	246,509
				5,057,305	
(1,539)	28,500	26,600		361	1,900
(7,733)	20,450	-		12,717	20,450
26,626	22,600	-		49,226	22,600
(3,336)	18,350	8,849		6,165	9,501
5,255	5,030	5,000		5,285	30
384	84,423	-		84,807	84,423
-	20	1,046		(1,026)	(1,026)
6,359	5,150	5,000		6,509	150
(4,405)	14,700	-		10,295	14,700
169	16,800	-		16,969	16,800
-	51,506	50,506		1,000	1,000
229,761	105,500	55,000		280,261	50,500
8,665	650	1,000		8,315	(350)
(5,363)	50	5,000		(10,313)	(4,950)
127,983	176,200	137,800		166,383	38,400
382,826	549,929	295,801	-	636,954	254,128
5,193,622	1,949,139	1,448,502	1,430,000	4,264,259	500,637

ATTACHMENT #3

Revenues

Acct. Number	Account Description	2017-18 Actual	2018-19 Actual	2019-20 Actual	2020-21 Actual	2021-22 Estimated	2022-23 Proposed
General Fund:							
101-00-4000	Operating Transfers In				44,815	667,520	
101-00-4010	Property Tax-Current Secured	438,658	471,209	466,415	472,351	484,679	490,000
101-00-4030	Property Tax-Current Unsecured	3,941	18,096	17,859	20,542	19,321	20,000
101-00-4050	Property Tax Prior Year	-		(62)	11,191	-	-
101-00-4060	Public Safety Augmentation F	10,323	11,680	10,674	10,080	11,278	11,000
101-00-4070	Delinquent Taxes	6,624	6,401	6,945	6,308	8,699	9,000
101-00-4100	Sales & Use Tax	4,114	1,962	1,075	23,316	3,025	3,500
101-00-4110	Franchise Fee-Cable TV	18,708	22,476	25,750	-	18,834	20,000
101-00-4120	Franchise Fee-SC Edison	17,722	18,739	18,321	19,077	20,000	20,000
101-00-4130	Franchise Fee-SC Refuse	33,402	37,159	38,058	38,562	25,315	25,000
101-00-4140	Franchise Fee-SC Gas Co.	2,574	2,539	3,213	3,503	3,500	3,500
101-00-4150	Franchise Fee-Cal Am Water	31,388	37,557	40,285	47,376	48,363	50,000
101-00-4160	AB939 Refuse Admin. Fee	17,952	18,652	19,267	19,634	10,000	10,000
101-00-4190	Real Property Transfer Tax	31,081	22,709	19,714	29,088	32,558	35,000
101-00-4200	Motor Vehicle In-Lieu	130,646	137,540	141,339	144,160	145,811	145,000
101-00-4210	Dist & Bail Forfeiture	2,867	1,116	2,257	645	372	400
101-00-4220	Fines-City	21,906	21,732	1,866	4,901	2,416	2,500
101-00-4350	Business License	44,063	40,611	35,412	32,094	28,718	29,000
101-00-4360	Movie & TV Permits	3,030	-	30,900	34,060	80,370	15,000
101-00-4370	Bedroom License Fee	10,301	14,420	-	6,180	6,150	6,500
101-00-4410	Variances & CUPs	1,635	1,635	1,635	1,635	1,635	1,635
101-00-4420	Lot Line Adjustment/Zone Changes	3,805	-	-	14,578	-	3,800
101-00-4440	Subdivisions/Lot Splits	4,844	4,844	-	4,844	-	4,800
101-00-4460	Planning Dept. Review	50,073	25,382	73,112	73,539	35,693	36,000
101-00-4470	Building Construction Permit	179,175	236,173	88,887	103,845	92,114	100,000
101-00-4480	Building Plan Check Fees	260,790	159,454	91,735	51,245	101,724	100,000
101-00-4485	Landscape Plan Check Permit	10,627	7,433	2,793	9,913	10,422	10,000
101-00-4490	Green Code Compliance	26,871	29,086	9,084	7,989	25,000	25,000
101-00-4500	Civic Center Rental Fee	1,050	-	900	900	900	900
101-00-4530	Environmental & Other Fees	8,612	371	1,112	3,240	2,142	2,500
101-00-4540	City Engineering Plan Check	140,793	127,680	53,417	98,084	86,020	90,000
101-00-4600	Interest Income	20,081	70,777	68,873	6,523	7,171	12,000
101-00-4700	Sales of Maps & Publications	317	352	125	15	-	-
101-00-4800	Other Revenue	-	148	-	-	82	-
101-00-4850	Cal-Am Loan Repayment	-	4,820	4,820	4,820	4,800	4,500
101-00-4900	Reimbursements	65	5,783	1,231	49,766	14,146	15,000

Revenues

Acct. Number	Account Description	2017-18 Actual	2018-19 Actual	2019-20 Actual	2020-21 Actual	2021-22 Estimated	2022-23 Proposed
101-00-4920	Sale of Prop. A Funds	56,000			48,000	-	-
101-23-4950	Vacant Property Registry Fee	50	100	100	-	-	-
101-24-4610	Donations		500	500	-	-	-
Total General Fund Revenues		1,594,088	1,559,136	1,277,612	1,446,819	2,001,902	1,301,535
Utility Users Tax Fund:							
102-00-4600	Interest	7,099	16,097	14,859	6,322	12,000	12,000
102-00-4830	Electric	108,595	36		2		-
		243,191	16,133	14,859	6,324	12,000	12,000
Deposits Fund:							
103-00-2039	Chadwick Ranch Development			252,530	78,209	101,225	60,000
				252,530	78,209	101,225	60,000
Long Term Planning Fee Fund:							
112-00-4490	Long-Term Planning Fee	10,647	7,027	3,490	2,724	7,500	7,500
112-00-4600	LTP Fee Interest Income	143	411	367	66	50	125
		10,790	7,438	3,857	2,790	7,550	7,625
Technology Fee Fund:							
113-00-4520	Technology Fee	14,646	18,864	7,094	10,182	17,500	17,500
113-00-4600	Technology Fee Interest Income	498	894	913	364	250	550
		15,144	19,758	8,007	10,546	17,750	18,050
Gas Tax Fund:							
200-00-4200	TCRA Funds	1,258	1,206	1,211	-	-	-
200-00-4600	Gas Tax Interest	1,045	2,313	191	136	100	250
200-00-4260	Gas Tax	34,031	26,111	28,773	28,435		28,250
		36,334	29,630	30,175	28,571	100	28,500
SB1 Gas Tax Fund:							
201-00-4000	Transfers In		6,623		-		
201-00-4260	Gas Tax		19,604	18,653	19,369	19,500	19,700
201-00-4600	Gas Tax Interest		331	213	412	400	750
			26,558	18,866	19,781	19,900	20,450
Prop. A Fund:							
203-40-4260	Prop. A Transit Funds	20,948	22,224	20,741	21,669	22,000	22,000
203-40-4600	Prop. A Transit Interest	95	291	480	444	200	600
		21,043	22,515	21,221	22,113	22,200	22,600

Revenues

Acct. Number	Account Description	2017-18 Actual	2018-19 Actual	2019-20 Actual	2020-21 Actual	2021-22 Estimated	2022-23 Proposed
Prop. C Fund:							
204-48-4260	Prop. C Funds	17,532	18,434	17,204	17,974	18,000	18,000
204-48-4600	Prop. C Interest	524	1,447	210	171	200	350
		18,056	19,881	17,414	18,145	18,200	18,350
Transportation Development Act Fund:							
205-48-4260	TDA Funds	7,362	22,637	5,000	9,014	5,000	5,000
205-48-4600	TDA Interest	(2)	-	13	10	25	30
		7,360	22,637	5,013	9,024	5,025	5,030
Sewer Fund:							
206-00-4000	Transfers In	1,100,000	-	600,000	240,000	-	-
206-50-4600	Sewer Fund Interest	9,700	13,901	10,551	6,319	4,000	10,000
206-50-4606	Winston Ave. Assessment	1,152,840	13,901	610,551	313,752	4,000	84,423
STPL Fund:							
208-00-4260	STPL Funds	-	703	20	10	10	-
208-00-4600	STPL Interest	316	703	20	10	10	20
		316	703	20	10	10	20
Recycling Grant Fund:							
209-00-4260	Recycling Grant Funds	5,000	10,000	3,182	-	5,000	5,000
209-00-4600	Recycling Grant Interest	90	201	187	99	75	150
		5,090	10,201	3,369	99	5,075	5,150
Measure R Fund:							
210-48-4260	Measure R Funds	13,014	13,830	12,885	13,499	13,500	13,500
210-48-4600	Measure R Interest	692	1,767	1,019	561	700	1,200
		13,706	15,597	13,904	14,060	14,200	14,700
Measure M Fund							
212-48-4260	Measure M Funds	11,795	15,596	14,483	15,295	15,500	16,000
212-48-4600	Measure M Interest	69	284	462	335	500	800
		11,864	15,880	14,945	15,630	16,000	16,800

Revenues

Acct. Number	Account Description	2017-18 Actual	2018-19 Actual	2019-20 Actual	2020-21 Actual	2021-22 Estimated	2022-23 Proposed
Measure W Fund							
213-48-4260	Measure W Funds			-	50,506	50,506	50,506
213-48-4600	Measure W Interest		-		-	1,000	1,000
		-	-	-	50,506	51,506	51,506
Citizen's Option for Public Safety (COPS) Fund:							
215-23-4260	COPs Funds	143,168	100,000	100,000	100,000	225,000	100,000
215-23-4600	COPs Interest	1,383	3,679	4,573	2,200	3,500	5,500
		144,551	103,679	104,573	102,200	228,500	105,500
County Park Grant:							
217-00-4210	County Park Grant				324		-
217-00-4600	Grant Fund Interest Income	85	190	165	539	100	650
		85	190	165	863	100	650
Fire Safe Grant:							
219-00-4260	Community Wildfire Protection Plan	101	226	-	20,148	3,500	5,000
219-00-4600	Fire Safe Grant Interest Income	101	226	208	50	50	50
		101	226	208	20,198	3,550	5,050
Covid-19 Fund:							
220-00-4215	ARPA Revenues				177,983		175,000
220-00-4600	Interest Income				38	1,100	1,200
					178,021	1,100	176,200
Total Revenues		3,274,560	1,884,063	2,397,289	2,337,661	2,529,893	1,954,139

ATTACHMENT #4

Expenditures

General Fund:	Account Description	2017-18	2018-19	2019-20	2020-21	2021-22	2022-23
		Actual	Actual	Actual	Actual	Estimated	Proposed
	101-00-5000 Transfers Out	1,100,000		600,000	240,000	-	-
City Council Division:							
101-11-6100 Events and awards		7,662	6,490	6,451		-	14,000
101-11-6110 City Newsletter		225	1,257	475	245	-	400
101-11-6500 Community Support (homelessness)		3,000	3,000	3,000	3,000	3,000	4,000
		7,887	7,747	9,926	3,245	3,000	18,400
City Manager Division:							
101-12-5010 Salaries		102,500	106,395	120,000	124,080	126,720	150,000
101-12-5100 Benefits		41,806	44,100	48,193	48,929	52,401	58,099
101-12-6020 Meetings & Conferences		2,027	3,373	4,853	295	4,965	5,000
101-12-6025 Expense Account		1,130	317	1,233	418	279	1,500
101-12-6050 Mileage		1,023	1,104	910	759	395	1,000
101-12-6440 Cell Phone		900	900	900	825	900	900
		149,386	156,189	176,089	175,306	185,660	216,499
City Clerk Division:							
101-13-5010 Salaries		60,741	59,809	56,305	63,512	67,000	72,695
101-13-5100 Benefits		24,294	24,706	29,978	26,424	26,000	29,359
101-13-6020 Meetings & Conferences			-	12		-	-
101-13-6050 Mileage		142	47	122	55	38	100
101-13-6210 Special Department Supplies			122	157			500
101-13-6220 Election Supplies		473	-	314		564	600
101-13-6225 Codification		2,317	7,064	3,063	2,197	2,296	3,500
101-13-7000 Contract Election Services		-	-	-		-	-
		87,967	91,748	89,951	92,188	95,898	106,754
Finance Division:							
101-14-5010 Salaries		14,230	15,100	13,160	14,895	18,953	25,000
101-14-5100 Benefits		1,299	1,116	1,172	1,304	512	-
101-14-6210 Special Department Supplies		94	575	37	794	400	500
101-14-6230 Contracted Computer Services		1,459	1,141	1,231	1,231	1,150	1,500
101-14-7010 Contracted Banking Services		4,726	4,254	4,317	5,734	3,860	4,000
101-14-7020 Contracted Audit Services		18,523	17,466	15,300	17,000	17,000	17,000
101-14-7040 GASB Reports		350	700	700	700	700	1,000
		40,681	40,352	35,917	41,658	42,575	49,000

Expenditures

Account Description	2017-18	2018-19	2019-20	2020-21	2021-22	2022-23
	Actual	Actual	Actual	Actual	Estimated	Proposed
City Attorney Division:						
101-15-7020 City Attorney Retainer	29,400	29,400	31,800	31,800	31,800	34,800
101-15-7070 City Attorney Special Service	2,702	1,331	4,190	24,260	9,000	2,000
101-15-7075 NPDES Stormwater Compliance				2,150	6,373	7,000
101-15-7080 Seminars & Training	1,211	1,100		750	-	1,000
101-15-6125 City Attorney-Planning					-	10,000
101-15-7450 City Attorney-Code Enforcement					-	2,000
	33,313	31,831	35,990	58,960	47,173	56,800
General Government Division:						
101-16-5010 Salaries	37,219	47,038	46,668	49,334	55,605	60,331
101-16-5100 Benefits	9,524	12,695	15,436	8,736	17,000	21,297
101-16-6010 Seminars & Training	375			225	415	1,000
101-16-6020 Meetings & Conferences	195	60	150	150	682	1,000
101-16-6040 Transportation & Lodging		388			-	1,000
101-16-6050 Mileage	-				-	400
101-16-6120 Postage	215	261	151	201	242	400
101-16-6120 Office Supplies	267	856	690	3,329	249	400
101-16-6200 Special Departmental Supplies	1,324	2,061	814		657	2,000
101-16-6210 Computer & Website Services	1,622	397			997	1,100
101-16-6230 PERS UAL Payment	7,232	10,929	9,383	4,475	1,886	4,000
101-16-6240 PERS UAL Payment	2,259	2,068	4,219	6,291	10,000	12,920
101-16-6241 PERS Replacement Benefit Contribution		2,535	2,557	2,566	2,518	3,000
101-16-6242 PERS SSA 218 Annual Fee			200	200	200	200
101-16-6250 Copier & Duplications	2,216	6,740	903		-	-
101-16-6300 Insurance	54,738	55,553	19,811	36,352	36,652	40,000
101-16-6400 Utilities	2,953	4,114	3,606	7,029	5,206	5,500
101-16-6440 Telephone	6,714	4,163	2,087	2,142	680	2,000
101-16-6450 Building Operations	1,132	603	3,601	1,153	439	2,000
101-16-6460 Building & Cleaning Service	2,795	2,825	3,695	4,840	3,675	4,000
101-16-6470 Maintenance & Supplies		328	13	4,387	790	1,000
101-16-7435 Redistricting	-				40,250	-
101-16-6415 Street Signs						10,000
	130,780	153,614	113,984	131,410	178,143	173,148
Engineering Division:						
101-19-7230 Contracted Engineering Services	138,463	100,399	80,950	74,148	65,000	80,000
	197,813	100,399	80,950	74,148	65,000	80,000

Expenditures

Account Description	2017-18	2018-19	2019-20	2020-21	2021-22	2022-23
	Actual	Actual	Actual	Actual	Estimated	Proposed
Planning, Zoning & Development Division:						
101-20-6020 Meetings & Conferences		38			-	
101-20-6120 Postage	332	727	427	317	35	300
101-20-6210 Special Department Supplies	210	430	-		107	300
101-20-6240 Environmental Filing Fees	-		-		-	-
101-20-7210 City Planner Retainer	46,800	46,843	46,800	46,800	40,000	46,800
101-20-7220 Contracted Building & Safety	232,115	199,684	114,219	80,941	70,000	90,000
101-20-7240 City Planner Special Service	15,592	18,191	13,530	22,275	-	10,000
101-20-7245 General Plan update	406	2,160	4,150	14,966	-	15,000
101-20-7075 Development Code Update			-	1,935	-	
	295,455	268,073	179,126	167,234	110,142	162,400
Parks & Landscape Maintenance Division:						
101-21-7015 Royal Oaks Trail Maintenance	7,305	13,724	7,515	7,040	8,500	10,000
101-21-7020 City Hall Grounds Maintenance	2,670	10,780	3,723	4,443	8,800	7,500
101-21-7025 Trail Maintenance	1,777	11,311	4,356	12,124	1,700	10,000
101-21-7035 Mt.Olive Entrance & Trail	7,349	7,343	6,681	10,346	7,100	12,000
101-21-7045 Lemon/RO Horse Trail	1,380	29,197	1,417	3,430	1,900	7,000
101-21-7060 Street Tree Trimming	11,098	10,857	-	560	15,000	15,000
	31,579	83,212	23,692	37,943	43,000	61,500
Public Safety Division:						
101-23-6210 Special Departmental Services		20,336	74	11	36	50
101-23-7410 Contract Services Sheriff	117,875	112,465	118,521	125,121	126,936	128,000
101-23-7420 City Hall Security	2,582	3,282	2,887	3,537	3,200	3,500
101-23-7450 Code Enforcement	4,499	11,241	17,308	19,616	1,386	1,500
101-23-7757 AED Purchase		2,863			-	
	124,956	150,187	138,790	148,285	131,558	133,050
Emergency Preparedness Division:						
101-24-6010 Seminars & Training	-			185	65	100
101-24-6020 Meetings & Conferences	55	133	67	495	-	500
101-24-6030 Memberships & Dues	360	360	360	360	360	450
101-24-6100 Events & Awards					-	200
101-24-6470 Maintenance & Supplies	869	2,406	4,856	4,532	217	5,000
101-24-6480 Civic Center Generator	-	1,191	857	944	291	300
101-24-7245 Hazard Mitigation Plan		5,063	8		-	-
	1,300	9,153	6,148	6,516	933	6,550

Expenditures

Account Description		2017-18 Actual	2018-19 Actual	2019-20 Actual	2020-21 Actual	2021-22 Estimated	2022-23 Proposed
Animal & Pest Control Division:							
101-25-7000	Animal Control Services	2,745	3,330	17,653	5,817	8,500	8,500
101-25-7010	Pest Control Services	175	200			-	500
		2,920	3,530	17,653	5,817	8,500	9,000
Intergovernmental Relations Division:							
101-30-6030	Memberships & Dues	8,610	4,072	10,459	10,463	11,064	11,000
General Fund Totals		2,212,647	1,100,107	1,518,675	1,193,173	922,646	1,084,101
Utility Users Tax Fund:							
102-15-7075	Development Code Update	36,081	32,802	91,920	91,186	-	
102-42-7630	NPDES Stormwater Compliance	36,081	32,802	91,920	91,186	15,571	1,600
Deposits Fund:							
103-00-2039	Chadwick Ranch Development			252,530		48,902	50,000
		-	-	252,530		48,902	50,000
Long Term Planning Fee Fund:							
112-20-7245	General Plan Expense	1,350	8,645	2,800	19,270	-	-
Technology Fee Fund:							
113-20-4500	Permit Digitizing	8,631	17,495	14,748	865	-	
113-20-7730	Website	-	-	576	10,200	1,800	5,000
113-20-8120	Capital Equipment-Server & Copier	7,470	1,188	1,257	10,222	11,738	12,000
		16,101	18,683	16,581	21,287	13,538	17,000
Gas Tax Fund:							
200-48-6400	Utilities-Select System	11,272	9,394	9,370	12,878	10,500	11,000
200-48-6410	Street Lights	9,293	8,073	9,691	10,506	10,000	11,000
200-48-7000	PV Contract Services	1,474	2,126	588		600	600
200-48-7290	Street Sweeping	4,071	3,131	4,384	3,131	3,445	4,000
200-48-7750	Wild Rose Project	-			2,250	25,430	
		26,110	139,741	25,643	28,765	49,975	26,600
SB1 Gas Tax Fund:							
201-48-7750	Wild Rose Project		21,623	-		80,801	
201-48-7755	City Wide Slurry Seal	-	21,623	-	-	1,038	-
		-	21,623	-	-	81,839	-

Expenditures

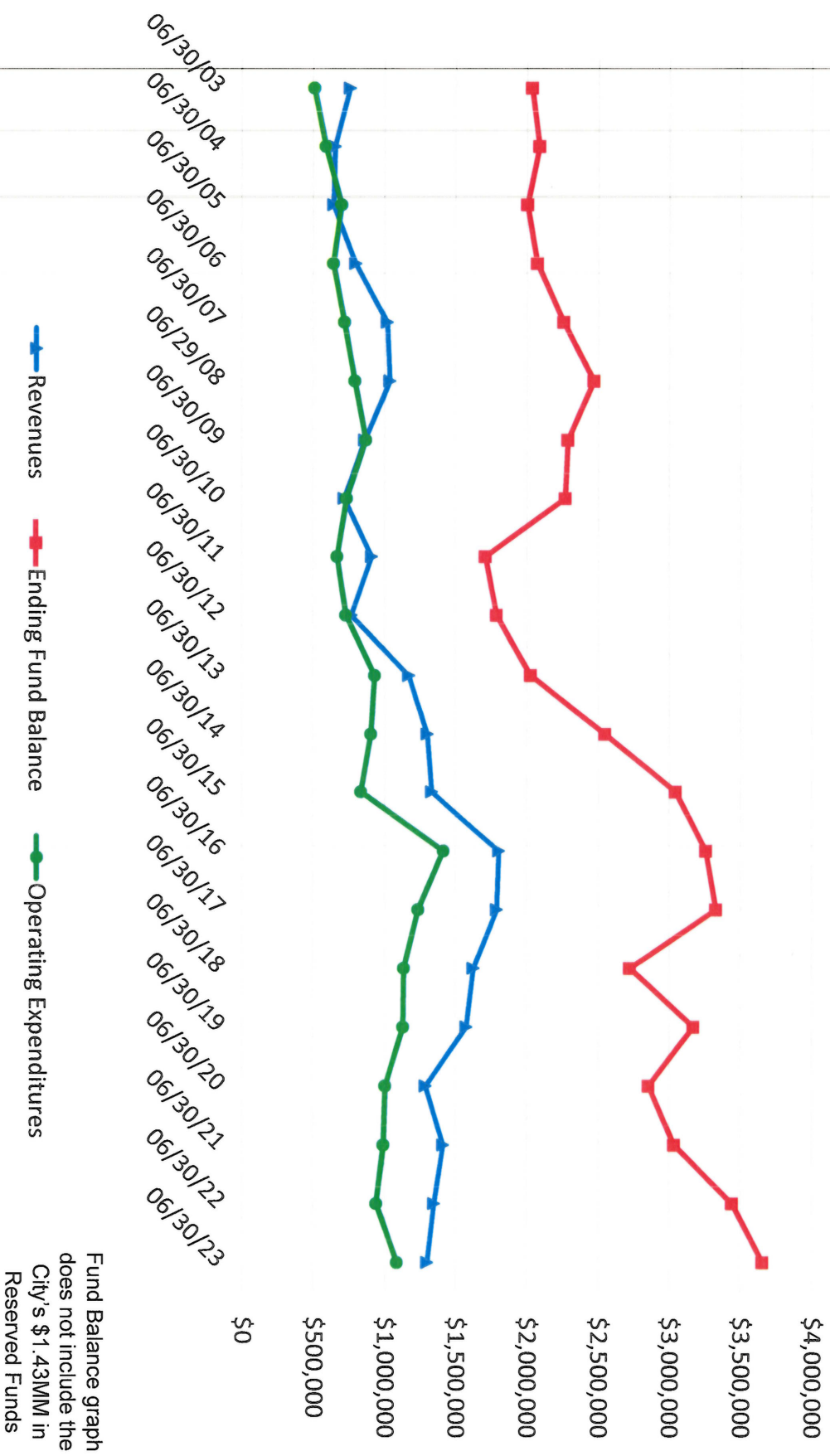
Account Description	2017-18	2018-19	2019-20	2020-21	2021-22	2022-23
	Actual	Actual	Actual	Actual	Estimated	Proposed
Prop. A Fund:						
203-00-7600 Sale of Prop. A Funds	80,000	7,745	-	60,000	-	-
203-40-7625 Transit Services	80,000	7,745	-	60,000	-	-
Prop. C Fund:						
204-20-6030 Memberships & Dues	642	833		378	353	400
204-40-7325 Transit Services	8,449	-	8,449	8,449	8,449	8,449
204-48-7745 Royal Oaks North Curb Extension						-
204-48-7750 Wild Rose Project					36,570	
	9,091	74,700	8,449	8,827	45,372	8,849
Transportation Development Act Fund:						
205-48-7045 RO Trail						
205-48-7720 Lemon/RO Horse Trail Project	7,142	22,636		4,014	5,000	5,000
205-48-7735 Royal Oaks & Mt. Olive Trail Rehab.			4,768		-	
205-00-7760 Return of Funds	220				-	
	7,362	22,636	4,768	4,014	5,000	5,000
Sewer Fund:						
206-50-7601 Mt. Olive Lane Sewer Project	13,695	6,271	404,275	253,946		-
206-50-7602 DUSD Message Board				35,160		-
206-50-7606 Winston Ave Project	25,813	587,816	5,152	51,750		-
	143,324	603,847	412,046	340,856	-	-
STPL Fund:						
208-48-6555 Citywide Slurry Seal		32,774			1,036	1,046
208-48-7750 Wild Rose Project						
	-	32,774	-	-	1,036	1,046
Recycling Grant Fund:						
209-35-7300 Recycling Education	4,500	5,801	3,182	7,200	5,000	5,000
	4,500	5,801	3,182	7,200	5,000	5,000
Measure R Fund:						
210-48-7750 Wild Rose Project		49,950	-		86,718	
210-48-7755 City Wide Slurry Seal						
210-48-7745 Royal Oaks North Curb Extension		3,990			-	
210-00-7760 Return of Funds	-	53,940	-	-	86,718	-

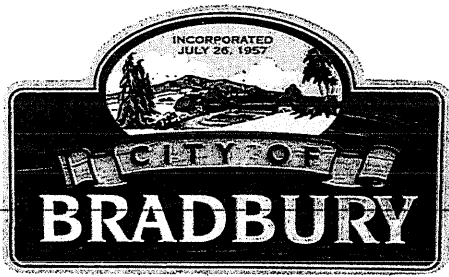
Expenditures

Account Description		2017-18 Actual	2018-19 Actual	2019-20 Actual	2020-21 Actual	2021-22 Estimated	2022-23 Proposed
Measure M Fund							
212-48-7750	Wild Rose Project	-	16,580	-	-	58,719	-
Measure W Fund							
213-42-7630	NPDES Stormwater Compliance	-	-	-	50,506	50,506	50,506
Citizen's Option for Public Safety (COPS) Fund:							
215-23-7410	Contract Services Sheriff	145,020	73,198	100,000	70,053	53,500	-
215-23-7411	Contract CSO Services & Supplies	145,020	73,198	152,399	70,053	53,500	55,000
County Park Grant:							
217-21-7650	Civic Center Park	-	-	1,000	-	1,000	1,000
Fire Safe Grant 14-USFS-SFA-0053:							
219-21-7761	Community Wildfire Protection Plan	-	-	4,546	32,901	4,075	5,000
Covid-19 Fund:							
220-00-5000	Operating Transfers Out	-	-	-	44,815	127,000	132,500
220-00-6215	COVID 19 Expenses	-	-	-	5,223	-	5,300
Total Expenditures		2,680,236	2,204,177	2,491,739	1,958,806	1,570,397	1,448,502

ATTACHMENT #5

Unreserved General Fund History





Elizabeth Bruny, Mayor (District 5)
Bruce Lathrop, Mayor Pro Tem (District 4)
Richard Barakat, Council Member (District 3)
Dick Hale, Council Member (District 1)
Montgomery Lewis, Council Member (District 2)

City of Bradbury Agenda Memo

TO: Honorable Mayor and Members of the City Council

FROM: Sophia Musa, Management Analyst

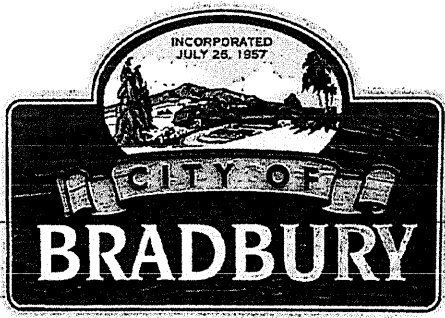
DATE: May 17, 2022

SUBJECT: **DISCUSSION ON THE PREFERRED DISTRIBUTION METHOD OF
AGENDA PACKETS**

SUMMARY

This item prompts a discussion on the preferred distribution method of City Council agenda packets and the Planning Commission agenda packets. The average City Council agenda packet is around 100 pages. Although it is difficult to determine actual costs, an example is based off Fed-Ex pricing, which would charge approximately \$105 to print one agenda packet per person per meeting. Additionally, due to the SB 1383 provisions, the City also switched to purchasing recycled paper which increased the cost of paper by 30%. Lastly, the price of one black toner cartridge is around \$200 and the price of three color toner cartridges is more than \$1500. The City replaces toner cartridges every month or so, spending over \$1000 per month. An alternate and potentially more long-term cost-effective option would be to purchase tablets, for an approximate price of \$400 per device, for any City councilmember to view agendas digitally.

Staff would like to know if any councilmember prefers the alternate option to reduce the cost of printing agenda packets. Additionally, if a councilmember prefers to continue receiving physical City Council agenda packets, staff would like to know if they would like to continue receiving physical copies of the Planning Commission agenda as well. If not, City staff can routinely send out the links to each agenda every Friday before a meeting.



Elizabeth Bruny, Mayor (District 5)
Bruce Lathrop, Mayor Pro-Tem (District 4)
Richard Barakat, Council Member (District 3)
Dick Hale, Council Member (District 1)
D. Montgomery Lewis, Council Member (District 2)

City of Bradbury Agenda Memo

TO: Honorable Mayor and Members of the City Council

FROM: Claudia Saldana, City Clerk

DATE: May 17, 2022

SUBJECT: EXTENSION OF CITY MANAGER EMPLOYMENT AGREEMENT

SUMMARY

The City entered into an Employment Agreement with City Manager Kevin Kearney on April 18, 2017. The Agreement was in force and effect until April 30, 2022. It is recommended that the City Council approve an Extension of the City Manager Employment Agreement (Amendment No. 1) for the next five (5) years with the same terms and conditions other than the annual salary.

BACKGROUND

City Manager Kevin Kearney started his employment with the City of Bradbury on May 1, 2017. Kevin's five-year Employment Agreement expired on April 30, 2022. The City Council met in Closed Session at their regular meeting on April 19, 2022 and again at a Special Meeting on May 3, 2022 to discuss the terms of the Extension of the Employment Agreement, which shall remain in effect until April 20, 2027.

FINANCIAL REVIEW

Per Amendment No. 1 of the Employment Agreement, the City Manager shall receive an annual salary of \$150,000.00.

PUBLIC NOTICE PROCESS

This item has been noticed through the regular agenda notification process. Copies of this report are available at City Hall.

STAFF RECOMMENDATION

It is recommended that the City Council approve an Extension of the City Manager Employment Agreement (Amendment No. 1) for the next five (5) years with the same terms and conditions other than the annual salary.

Attachments (2):

- A. Extension of City Manager Employment Agreement (2022)
- B. City Manager Employment Agreement (2017)

EXTENSION OF CITY MANAGER EMPLOYMENT AGREEMENT

This Amendment No. 1 ("Amendment") to the Employment Agreement ("Agreement") between the CITY OF BRADBURY, California, a Municipal Corporation, hereinafter called the "City," and Kevin Kearney, hereinafter called "Employee" is made as of the 1st day of May, 2022, at Bradbury California.

RECITALS

- A. Employee has served the City as City Manager since May 1, 2017; and
- B. City and Employee desire to continue the relationship for the next five years on the same terms and conditions.

NOW THEREFORE, the parties hereto hereby agree as follows:

This "Amendment" modifies the Agreement between City and Employee dated April 18, 2017, in the following particular only:

Section 3, Term, is hereby amended to provide that the Agreement shall remain in force and effect until April 30, 2027.

Section 4, Salary, the first sentence is hereby amended to read: "City shall pay Employee for the performance of Employee's duties as City Manager under this Agreement an annual salary of \$150,000.00, payable monthly, less customary and legally required payroll deductions."

Except as expressly modified by the terms hereof, the Agreement remains in full force and effect.

Dated: May 17, 2022

EMPLOYEE

CITY OF BRADBURY

Kevin Kearney

Elizabeth Bruny
Mayor

ATTEST:

APPROVED AS TO FORM:

Claudia Saldana
City Clerk

Cary S. Reisman
City Attorney

EMPLOYMENT AGREEMENT

THIS AGREEMENT is made and entered this 18th day April, 2017, by and between the CITY OF BRADBURY, California, a Municipal Corporation, hereinafter called the "City," and Kevin Kearney, hereinafter called "Employee."

RECITALS

A. City desires to employ the services of Employee in the position of City Manager, and Employee desires employment as City Manager of the City;

B. The City Council desires to:

- (1) Employ the services of Employee.
- (2) Encourage the highest standards of fidelity and public service on the part of Employee.
- (3) Provide a just means for terminating Employee's employment and this Agreement if City desires to do so; and

C. The parties further desire to establish the Employee's conditions of employment;

NOW, THEREFORE, in consideration of the mutual covenants hereinafter contained the parties agree as follows:

1. Duties. The City Manager shall be the chief executive officer of the City. As such, the City Manager shall have the responsibility for implementing City Council policy, whereas the City Council shall retain the responsibility for formulating and adopting said policy. City hereby employs Employee as City Manager of City to perform the functions and duties of City Manager as specified in City's Municipal Code, consistent with State and Federal law, and to perform such other legally permissible and proper duties and functions as the City Council may from time to time assign to Employee. Employee agrees to devote Employee's full time and effort to the performance of this Agreement and to remain in the exclusive employ of City and not to become otherwise employed while this Agreement is in effect without the prior written approval of the City Council.

2. Hours of Work. Employee shall maintain a regular work schedule consistent with that approved by the City Council for other employees of the City. Employee's duties may involve expenditures of time in excess of eight (8) hours per day and/or forty (40) hours per week, and may also include time outside normal office hours such as attendance at City Council and Planning Commission meetings. Employee shall not be entitled to additional compensation for such time.

3. Term. This Agreement shall be effective May 1, 2017, and will remain in force and effect until April 30, 2022 unless terminated as provided herein.

4. Salary. City shall pay Employee for the performance of Employee's duties as City Manager under this Agreement an annual salary of \$102,500.00, payable monthly, less customary and legally required payroll deductions. Salary and/or benefit adjustments shall be considered by the City Council annually in conjunction with Employee's annual performance evaluation pursuant to paragraph 10 of this Agreement. City shall not, at any time during the term of this Agreement, reduce Employee's salary or benefits unless such reduction is imposed across-the-board for all employees of the City.

5. Retirement. City shall contribute the Employer's and Employee's portion of cost of membership in the Public Employees Retirement System (PERS) 2% at 60 during the term of this Agreement and agrees to report the Employee's portion to PERS as salary for purposes of calculating retirement benefits if required to do so by the PERS system's regulations.

6. Medical, Dental, Vision, Disability and Life Insurance. Subject to the limits applicable to other members of the management group, City shall pay the monthly premiums for medical, dental and vision insurance for Employee and Employee's dependents in an amount sufficient to cover the plan offered by the City. City shall also provide death and disability life insurance, short term disability and PERS level II survivor benefits in amounts equivalent to those provided to Employee's predecessor.

7. General Expenses and Business Equipment. City recognizes that certain expenses of a non-personal and job-related nature may be incurred by Employee. City agrees to reimburse Employee for reasonable expenses which are authorized by the City budget, submitted to the City Council for approval, and which are supported by expense receipts, statements or personal affidavits, and audit thereof in like manner as other demands against the City. City will provide Employee with a monthly cell phone allowance in the amount of \$75.00 per month, and will reimburse Employee for use of his private automobile at the IRS established rate.

8. Official and Professional Development Expenses. City shall pay reasonable sums for professional dues and subscriptions for Employee necessary in the judgment of the City Council for Employee's continued participation in associations and organizations, which memberships are necessary and desirable for the continued professional development of Employee and for the good of the City, such as the League of California Cities and the International City/County Management Association. Notwithstanding the foregoing, the City Council shall have discretion to establish appropriate amounts, in the annual City budget or otherwise, for official and professional development expenses and travel costs.

9. Performance Evaluation. The City Council shall review and evaluate Employee's performance at least once annually. The City Council and Employee shall annually develop mutually agreeable performance goals and criteria which the City Council shall use in reviewing Employee's performance in the following year. It shall be Employee's responsibility to initiate this review each year. Employee will be afforded an adequate opportunity to discuss each evaluation with the City Council.

10. Indemnification. City shall defend, hold harmless and indemnify Employee against any claim, demand, judgment, or action of any type or kind arising within the course and scope of Employee's employment to the extent required by Government Code Sections 825 and 995. City shall reimburse Employee for the cost of any fidelity or other bonds required of Employee in the performance of his duties as City Manager.

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

12. Reimbursement to City Required. Notwithstanding anything contained herein to the contrary, the following provisions requiring reimbursement for certain compensation and/or indemnification provided to Employee by the City apply:

(a) Paid Leave. Pursuant to Government Code section 53243, in the event that Employee is convicted of a crime involving the abuse of his office or position, as defined by Government Code section 53243.4, with the City, any paid leave salary provided by the City for the time period during which the Employee is under investigation for such crimes shall be fully reimbursed by Employee to the City.

(b) Legal Defense. Pursuant to Government Code section 53243.1, in the event that Employee is convicted of a crime involving abuse of his office or position, as defined by Government Code section 53243.4, Employee shall fully reimburse the City for all the costs of his legal criminal defense.

(c) Severance. Pursuant to Government Code section 53243.2, in the event that Employee is convicted of a crime involving abuse of his office or position, as defined by Government Code section 53243.4, Employee shall fully reimburse the City for any cash settlement, including but not limited to severance pay, paid to Employee related to his termination under this Agreement.

13. Other Terms and Conditions of Employment.

(A) The City Council may from time to time fix other terms and conditions of employment relating to the performance of Employee, provided such terms and conditions are not inconsistent with or in conflict with the provisions of this Agreement, the Municipal Code, or other applicable law.

(B) The provisions of the City's Personnel Rules and Regulations ("Rules") shall apply to Employee except to the extent they explicitly apply only to positions below the position of City Manager, and unless the specific provisions of this Agreement conflict with the Rules. In such case, the terms of this Agreement shall prevail. Without limiting the generality of the exception noted in the previous sentence, no provision of the Rules or this Agreement shall confer upon Employee a property right in Employee's employment or a right to be discharged only upon cause during Employee's tenure as City Manager. At such times as Employee is serving as City Manager, Employee is an at-will employee serving at the pleasure of the Council and may be dismissed at any time with or without cause, subject only to the provisions of this Agreement.

(C) Employee shall be entitled to 80 hours of vacation leave with pay per year. Commencing with the fourth year of employment, Employee shall be entitled to a total of 120 hours of vacation leave with pay per year. The initial vacation leave may not be utilized until Employee has been employed by the City for at least six months. The timing of all use of vacation time in excess of two consecutive days shall be approved by the City Council, which shall not unreasonably deny use. Except as expressly provided in this Agreement, vacation accruals shall be governed by the Rules.

(D) As recognition of the fact that Employee is on duty 24 hours a day and 7 days a week, Employee shall receive 40 hours per year for administrative leave. The timing of all use of administrative leave in excess of two consecutive days shall be approved by the City Council, which shall not unreasonably deny use. Administrative leave not used within one year of an anniversary date of employment shall be forfeited.

(D) Employee shall receive twelve additional days off per year, including the first Fridays of those months when City Hall is closed, and the week between Christmas and New Year's.

(E) Upon commencement of employment, Employee shall immediately accrue 96 hours of sick leave with pay ("Initial Sick Days") to be used during the term of his employment; however, Employee shall not be entitled to payment for any Initial Sick Days remaining upon his separation from the City. Unused Initial Sick Days shall be replaced with regularly accrued sick leave over time as follows: commencing after the first six months of employment, and until such time as the Rules entitle him to a greater amount, Employee shall be entitled to accrue 96 hours of sick leave with pay per year, which sick days shall replace the Initial Sick Days on a one-for-one basis. Employee shall forfeit any sick days not utilized by him in any employment year (May to April) in excess of one hundred twenty hours. Except as expressly provided in this Agreement, Employee's use and accrual of sick leave shall be governed by the Rules.

(F) Employee shall be exempt from paid overtime compensation.

(G) Employee shall be entitled to the same paid holidays provided to other City Hall personnel, pursuant to the Rules.

(H) City will provide Employee other benefits on the same terms as such benefits are provided to other employees of the City or as mandated by state or federal law.

14. General Provisions.

(A) This Agreement constitutes the entire agreement between the parties. City and Employee hereby acknowledge that they have neither made nor accepted any other promise or obligation with respect to the subject matter of this Agreement. This Agreement may be amended only by a writing signed by Employee, approved by the City Council, and executed on behalf of the City.

(B) If any provision or any portion of this Agreement is held to be unconstitutional, invalid or unenforceable, the remainder of the Agreement shall be deemed severable and shall not be affected and shall remain in full force and effect.

(C) This Agreement may be terminated by the City with or without notice and with or without cause subject only to the requirements of paragraph 16 below. Notice of termination shall be given to Employee in writing, either by personal service or by certified mail, postage prepaid, and, if mailed, shall be addressed to Employee at the address then shown in City's personnel records. For the purpose of determining compliance with any time limit stated in this Agreement, a notice shall be deemed to have duly given (a) on the date of delivery, if served personally on the party to whom notice is to be given, or (b) on the second (2nd) calendar day after mailing, if mailed in the manner provided in this section to the party to whom notice is to be given. Notwithstanding the forgoing, this Agreement shall automatically terminate on the death or permanent disability of Employee.

(D) Employee shall provide at least thirty (30) calendar days' notice to City before the effective date of any resignation from his employment with the City. Upon any such resignation, Employee shall be entitled to accrued salary, vacation pay and earned accumulated sick leave (up to 120 hours), but not to any Severance Benefit as described in section 15 hereof.

(D) If an action at law or in equity is necessary to enforce or interpret this Agreement, the prevailing party in that action shall be entitled to reasonable and actual attorneys' fees and costs with respect to the prosecution or defense of the action.

(E) A waiver of any of the terms and conditions of this Agreement shall not be construed as a general waiver by the City and the City shall be free to enforce any term or condition of this Agreement with or without notice to Employee notwithstanding any prior waiver of that term or condition.

(F) Any modification of this Agreement will be effective only if it is in writing and signed by both Parties.

(G) Law Governing Agreement. This Agreement shall be governed by and construed in accordance with the laws of the State of California. Venue shall be in Los Angeles

County, California.


(H) No Presumption of Drafter. The Parties acknowledge and agree that the terms and provisions of this Agreement have been negotiated and discussed between the Parties, and this Agreement reflects their mutual agreement regarding the subject matter of this Agreement. Because of the nature of such negotiations and discussions, it would be inappropriate to deem any Party to be the drafter of this Agreement and, therefore, no presumption for or against validity or as to any interpretation hereof, based upon the identity of the drafter shall be applicable in interpreting or enforcing this Agreement.

(I) Each Party to this Agreement warrants to the other that it has either had the assistance of counsel in negotiation for, and preparation of, this Agreement, or could have had such assistance and voluntarily declined to obtain such assistance.

16. Severance. If City terminates this Agreement without such cause as hereinafter defined, then City shall pay Employee a lump sum severance equal to six months' salary, in the amount in effect at the time the notice of termination is given. The City shall have cause to terminate Employee without payment of severance under this paragraph 16 if Employee engages in any of the following conduct: theft or destruction of City property; conviction of a felony, or of a misdemeanor adversely reflecting on Employee's fitness to perform assigned duties; unauthorized absence from employment or abuse of leave privileges; reporting for work, or being at work, under the influence of, or in the possession of, alcoholic beverages, or non-prescribed "controlled substances" as that term is defined in the federal Comprehensive Drug Abuse Prevention and Control Act of 1970 as amended to date (excluding possession or consumption of alcoholic beverages in compliance with the Rules); improper or unauthorized use of City funds or City property; acceptance by Employee of any valuable consideration from any person or entity other than the City for the regular performance of Employee's duties; or engaging in harassment prohibited by state or federal law.

IN WITNESS WHEREOF the parties have executed this Agreement as of the day and year first above written.

EMPLOYEE


KEVIN KEARNEY

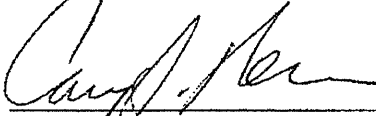
ATTEST:


CLAUDIA SALDANA, CITY CLERK

CITY OF BRADBURY


MAYOR

APPROVED AS TO FORM:


CARY S. REISMAN, CITY ATTORNEY