

AGENDA

Regular Meeting of the Bradbury City Council To be held on Tuesday, October 19, 2021 at the Bradbury Civic Center 600 Winston Avenue, Bradbury, CA 91008

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. 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/84189104941>, One tap mobile +16699009128,84189104941#, or dial (669) 900-9128 and enter code 841 8910 4941#.

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 September 21, 2021
- B. Minutes: Public Workshop held on October 4, 2021
- C. Resolution No. 21-18: Demands and Warrants for October 2021
- D. Monthly Investment Report for the month of September 2021
- E. Resolution No. 21-19: Bank Signatures (add Suresh Malkani)
- F. Approval to Continue Government Relations Advocacy Services with Best Best & Krieger
- G. Appointment of City Council Representative to San Gabriel Valley Mosquito & Vector Control District Board of Trustees

2. City Council District Boundaries Draft Maps

Draft Map Options #1 and Draft Map Option #2 have been drafted for the City Council's review. It is recommended that the City Council field a presentation from Bear Demographics & Research on the Draft Map Options, open a public hearing and solicit input on the Draft Map Options, and provide direction on the creation of a final map for consideration and adoption on the November 16, 2021 meeting.

3. Consideration of Ordinance No. 378: An Ordinance Of The City Council Of The City Of Bradbury Amending The Bradbury Municipal Code Relating To Filming Permits

At the September City Council meeting, Staff was made aware that language in the City's municipal code directly conflicts with the City's film policy. In order for the policy and municipal code to correspond, it is recommended that the City's municipal code be amended through introducing for first reading Ordinance No. 378. It is also recommended that the City Council review the film policy and provide feedback as needed.

4. State Parks General Per Capita Program: Adoption of Resolution No. 21-20 Approving of a Project Application for the Lemon Avenue Trail Project

Through the State Parks General Per Capita Program, Bradbury has been allocated \$175,655. Staff has identified the creation of the Lemon Avenue Trail as a candidate for funding. It is recommended that the City Council approve moving forward with designating the program by adopting Resolution No. 21-20, which is a required form needed to apply to the grant.

5. A General Discussion on the State's Housing Mandates

This item prompts a general discussion with the City Council on the State's Housing Mandates, and provides an opportunity for Council Members and Staff to provide an update on any lobbying activities.

6. Matters from the City Manager

7. Matters from the City Attorney

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

ADJOURNMENT

The City Council will adjourn to a Regular Meeting at the Bradbury Civic Center, 600 Winston Ave., Bradbury, CA 91008 on Tuesday, November 16, 2021 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, October 15, 2021 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, SEPTEMBER 21, 2021**

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, Hale and Lewis (remote)

ABSENT: None

STAFF: City Manager Kearney, City Attorney Reisman, City Clerk Saldana and Management Analyst Musa

APPROVAL OF AGENDA:

Councilmember Hale made a motion to approve the agenda to proceed with City business. Mayor Pro-Tem Lathrop 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 he was aware of none.

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: Regular Meeting of August 17, 2021
- B. Resolution No. 21-17: Demands & Warrants for September 2021
- C. Financial Statement for the month of July 2021
- D. Financial Statement for the month of August 2021
- E. Appointment of Planning Commissioners for Districts 1, 3 and 5
- F. Fiscal Year 2019-2020 Annual Financial Audit Report

**MOTION TO APPROVE
CONSENT CALENDAR:**

Councilmember Barakat 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, Hale and Lewis

NOES: None

ABSENT: None

Motion passed 5:0

**PUBLIC HEARING TO START
AT 7:10 PM:**

City Manager Kearney stated that he following agenda item was advertised to start at 7:10 pm. so the City Council had to wait for a few minutes before proceeding.

**SUMMARY OF REDISTRICTING LAWS,
CRITERIA, PROCESS AND THE
2020 CENSUS, AND PRE-DRAFT MAP:
PUBLIC HEARING:**

City Manager Kearney stated that there are several federal, state and local laws that govern the redistricting process, which include: the Bradbury Municipal Code, the U.S. Constitution, the Federal Voting Rights Act of 1965, the State of California Elections Code, the State of California Constitution, as well as case law.

RECOMMENDTION:

It is recommended that the City Council field a presentation of by Andrew Westall, Bear Demographics & Research, regarding Bradbury's redistricting, open the public hearing and solicit public input on a pre-draft map, and finalize the future dates for the City's redistricting meetings.

**PRESENTATION BY ANDREW WESTALL,
BEAR DEMOGRAPHICS & RESEARCH:**

Mr. Westall stated that he has reviewed the current Councilmanic map. He observed that District Three seems to be in two pieces and not contiguous. All parts of a district should connect.

Mr. Westall gave an example of a City with 1000 residents and five Districts. Ideally, each District would have 200 people. The total allowable deviation is 10.0%.

**SUMMARY OF REDISTRICTING
AND TIMELINE AND PROCESS:**

Every ten years, local Governments use the new Census data to redraw their district lines to reflect hos local populations have changed. Assembly Bill 849 (2019), also known as the California Fair Maps Act, requires cities and counties to engage communities in the redistricting process by holding public hearings and/or workshops and doing public outreach. Based on this law, the City of Bradbury must finish the 2021 redistricting process by December 15, 2021. Below is the recommended timeline:

**Summary of Redistricting Law, Criteria, and Process
2020 Census Report**

Pre-Draft Map Public Hearing

Tuesday, September 21, 2021 at 7:10 pm

(Regular City Council Meeting)

Public Workshop

Monday, October 4, 2021 at 6:00 pm

Presentation and Adoption of Draft City Council Member

**District Boundaries Map
Pre-Final Map Public Hearing**
*Tuesday, October 19, 2021 at 7:10 pm
(Regular City Council Meeting)*

**Presentation and Adoption of Final City Council Member
District Boundaries Map (First Reading)
Pre-Final Map Public Hearing**
*Tuesday, November 19, 2021 at 7:10 pm
(Regular City Council Meeting)*

**Presentation and Adoption of Final City Council Member
District Boundaries Map (Second Reading)
Pre-Final Map Public Hearing**
*Tuesday, December 7, 2021 at 7:00 pm (tentative date)
(Special City Council Meeting)*

SUMMARY OF 2020 CENSUS DATA:

Mr. Westall provided a summary of the 2020 Census Data (included in the City Council Agenda Packet). The final redistricting dataset for use by the City of Bradbury was released on September 20, 2021. The Census Data shows a 2020 Census Population of 921 for the City of Bradbury. The data is broken down by 2020 Census Voting Age Population (VAP) and Citizens Voting Age Population (CVAP). Due to the small geographic size and population of the City of Bradbury, there will be a need to split at least one Census block in the southeast of the City which contains a population of 227, larger than the ideal size of a Council District and outside of any legal deviation. The current Council District lines established in 2012 utilized parcel data for Council district boundaries, and not Census block geography.

City Manager Kearney stated that the Agenda Report does not include the final numbers from the Census Bureau. The Council wanted to know if the final numbers would be available for the October 4th Public Workshop. Mr. Westall replied probably not. The numbers should be available for publication on the City's website on October 12th.

**PUBLIC HEARING OPENED
AND CLOSED:**

Following the conclusion of the presentation Mayor Bruny opened the discussion for public comment and asked if anyone had a comment on the current map. There being no public input, Mayor Bruny declared the public hearing closed.

DISCUSSION:

Mayor Pro-Tem Lathrop stated that currently Mount Olive Drive and Mount Olive Lane are split into two Districts (2 and 4) and stated that those two streets should be compacted.

CITY COUNCIL ACTION NEEDED:

City Manager Kearney stated that tonight the City Council needs to finalize and approve the dates for the City's redistricting meetings future dates.

MOTION:

Councilmember Barakat made a motion to approve the dates for the City's redistricting meetings on October 4th and 19th, November 16th and December 7th, 2021. 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, Hale and Lewis

NOES: None

ABSENT: None

Motion passed 5:0

**UPDATING ADMINISTRATIVE
FILM POLICY NO. 12-01:**

Management Analyst Musa stated that filming has recently increased in the Bradbury Estates. There have been lots of lessons learned on both the City side and the HOA side, which is why the Agenda Report was written to recommend amending the City's Filming Policy. After the HOA meeting last night, the HOA Board of Directors has decided to take the next few months to rethink their own film policy. Therefore, City Staff would like to amend its recommendation to a general discussion item to review the Film Policy in preparation for any upcoming HOA changes to their own policy and what that might mean for the City's Film Policy.

City Manager Kearney stated that this is a discussion item only, no action will be taken tonight.

DISCUSSION:

Councilmember Lewis inquired why the HOA policy is driving the City policy. The City policy should apply to the entire City. The HOA can have more rules but not fewer.

Mayor Bruny stated that the film policy was last updated in 2012 and needs to be updated.

Mayor Pro-Tem Lathrop felt that the Woodlyn Lane Association needs to be part of this discussion too.

**DISCUSSION OPENED FOR
PUBLIC COMMENT:**

City Manager Kearney stated that there were members of the public present who might like to speak on this issue.

Danny Bakewell, 123 Sawpit Lane, complained about a two-month film shoot. Cars were parked on the street. There was no enforcement. Mr. Bakewell stated that he called the City. He wanted to know about the City ordinance on filming.

Maria Mak, 215 Barranca Road, stated that the first project filmed all night and that she and her husband couldn't sleep. The second film project will shoot for seven months. Mrs. Mak would like a copy of the current City Ordinance. City Manager Kearney stated that Staff does not have any copies to hand out but that the ordinance is available online. Mrs. Mak also asked for a copy of the approved application. City Manager Kearney stated that he will email her a copy in the morning.

Cathy Wondries, 380 Oak Mountain Road, stated that her husband is critically ill and that she is up all night. The film people are parking on her street and she had to hire armed guards because she does not feel safe.

PUBLIC COMMENT CLOSED:

Councilmember Barakat inquired if this issue has come up because film companies are not complying with the City's film policy. Does the City have a Film Ordinance? City Manager Kearney replied that staff always worked off the film policy, but discovered that filming hours are also included in the Bradbury Municipal Code (BMC). The BMC states that filming hours are 7:00 am to sunset. The Film Policy states that filming hours are 7:00 am to 10:00 pm. City Attorney Reisman stated that the Ordinance and the Policy need to be consistent and that the Ordinance supersedes the Film Policy.

City Attorney Reisman stated that the City Council has the option of striking the Film Policy tonight. Councilmember Hale suggested to postpone this discussion to the October City Council meeting, as there are ongoing film projects underway right now.

Councilmember Barakat questioned the 7-month shooting schedule, City Manager Kearney explained that it is for an on-and-off series. No permit has been issued yet other than for episode one.

Councilmember Lewis stated that the HOA is acting as the Governing Body. How did the previous project get approved? Who approved it? City Manager Kearney stated that he approved the film permit. The duration of the other filming project was extended because one of the lead actors had to be replaced and re-shoots were required.

City Attorney Reisman advised Staff to stop using the film policy and to enforce the Ordinance instead.

MOTION:

Councilmember Barakat made a motion to enforce the City Ordinance and stop using the film policy until it has been updated. Councilmember Lewis amended the motion to enforce the Ordinance, with the Policy still being in effect where it doesn't conflict with the Ordinance. Councilmember Hale seconded the amended motion, which was carried by the following roll call vote:

APPROVED:

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

NOES: None

ABSENT: None

Motion passed 5:0

MATTERS FROM THE CITY MANAGER:

City Manager Kearney reported that the City has \$178K in California State Park Grants funds (Prop 86) for a new park. The City Council needs to decide on a project (maybe the *new* Lemon trail) at the October meeting.

City Manager Kearney stated that there is a chance for a potential Special Meeting to sign the contract(s) for 1901 Royal Oaks Drive North.

City Staff has made multiple attempts to schedule a photo op with the entire City Council in front of the donated water fountain in Monrovia Canyon Park. The photo can be taken Monday-Thursday between 7:30 am and noon. The Council picked Tuesday, October 19th at 7:30 am.

MATTERS FROM THE CITY ATTORNEY:

City Attorney Reisman reported that in regards to the case *City of Bradbury v. Zhongying USA Capitals* (243 Barranca Road) the Judge has signed the order for reimbursement of \$12,000 in Attorney's fees. Two appeals from the property owner have been rejected by the court, a third appeal will be filed in the next couple of days. City Attorney Reisman stated that he will file a motion to dismiss the appeal.

MATTERS FROM THE CITY COUNCIL:

MAYOR:

Nothing to report

MAYOR PRO-TEM LATHROP:

Nothing to report

COUNCILMEMBER BARAKAT:

Nothing to report

COUNCILMEMBER HALE:

Nothing to report

COUNCILMEMBER LEWIS:

Nothing to report

ITEMS FOR FUTURE AGENDAS:

Mayor Pro-Tem Lathrop stated that he would like an analysis of AB 9 and what it means to the City of Bradbury.

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. Public Employee Performance Evaluation

Government Code Section 54957(b)(4)

Title: City Engineer (RKA Consulting Group)

REPORT FROM CLOSED SESSION:

The City Council met in closed session, evaluated the performance of RKA Consulting Group, and advised the City Manager regarding preparation of the performance evaluation report.

ADJOURNMENT:

At 8:27 p.m. Mayor Bruny adjourned the meeting to a Regular Meeting on Tuesday, October 19, 2021 at 7:00 p.m.

MAYOR – CITY OF BRADBURY

ATTEST:

CITY CLERK – CITY OF BRADBURY

DRAFT

MINUTES OF A PUBLIC WORKSHOP HELD ON MONDAY, OCTOBER 4, 2021 AT THE BRADBURY CIVIC CENTER 600 WINSTON AVENUE, BRADBURY, CA 91008

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 Public Workshop was called to order by City Manager Kearney at 7:00 p.m.

STAFF PRESENT:

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

SUMMARY OF REDISTRICTING LAWS, CRITERIA, PROCESS AND THE 2020 CENSUS, AND PRE-DRAFT MAP: PUBLIC HEARING:

City Manager Kearney stated that the City of Bradbury is holding a Public Workshop that will be led by David Ely, Bear Demographics & Research, regarding Bradbury's redistricting process. This presentation will cover several federal, state and local laws that govern the redistricting process, which include: the Bradbury Municipal Code, the U.S. Constitution, the Federal Voting Rights Act of 1965, the State of California Elections Code, the State of California Constitution, as well as case law.

PRESENTATION BY DAVID ELY, BEAR DEMOGRAPHICS & RESEARCH:

Mr. Ely talked about the current Councilmanic District Map stating that District Three is in violation of contiguity, meaning that all parts of a district should connect. Currently District Three is "disconnected" by the Retirement Home located at 1763 Royal Oaks Drive North, which is a parcel of unincorporated land belonging to County of Los Angeles. This discontiguity needs to be fixed but it can be accomplished with a small population change to bring it into compliance.

Mr. Ely talked about the Census data needed to prepare the new map. The Census supplies data by Census blocks, but we need data by parcel (which we currently don't have) to ensure Equal Population by District. The new map will also take into consideration Communities of Interest, such as Homeowner Associations in the gated areas of the City.

RECOMMENDTION:

City Manager Kearney stated that those in attendance are encouraged to provide feedback on a pre-draft map.

PUBLIC COMMENT:

Ann Armstrong, 1775 Royal Oaks Drive North, inquired about how to bring District Three into compliance.

City Manager Kearney replied that we will have a new draft map at the October 19, 2021 City Council meeting for review.

WEBSITE INFORMATION:

City Manager Kearney stated that up-to-date information on the redistricting process can be found on the City's website at https://www.cityofbradbury.org/government/city_council/redistricting.php

ADJOURNMENT:

The public workshop was adjourned at 7:30 p.m.

CITY CLERK – CITY OF BRADBURY

RESOLUTION NO. 21-18

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BRADBURY, CALIFORNIA,
APPROVING DEMANDS AND WARRANTS NO. 16630 THROUGH NO. 16645
(PRE-RELEASED CHECKS)
AND DEMANDS AND WARRANTS NO. 16646 THROUGH NO. 16670
(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 \$3,072.06 pre-released Checks) and \$73,541.40 at October 19, 2021 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>
16630	TeamLogic IT (8/1/21)	Computer Services <i>Acct. 113-20-8120</i>	\$595.00
16631	Nick & Sons Handyman (9/17/21)	Replacement of Fluorescent Light Bulbs Fix Front Door Heavy Duty Closer Screw Front Door Heavy Duty Closer Adjustment <i>Acct. 101-16-6470</i>	\$245.00
16632	Delta Dental (10/1/21)	<u>Dental Insurance:</u> City Manager (family) <i>Acct. 101-12-5100</i> City Clerk <i>Acct. 101-13-5100</i> Management Analyst <i>Acct. 101-16-5100</i>	\$131.43 \$42.88 <u>\$42.88</u> \$217.19
16633	Vision Service Plan (10/1/21)	<u>Vision Insurance:</u> City Manager (family) <i>Acct. 101-12-5100</i> City Clerk <i>Acct. 101-13-5100</i> Management Analyst <i>Acct. 101-13-5100</i>	\$61.07 \$23.66 <u>\$23.66</u> \$108.39
16634	The Standard (10/1/21)	<u>Basic Life and AD&D:</u> City Manager <i>Acct. 101-12-5100</i> City Clerk <i>Acct. 101-13-5100</i> Management Analyst <i>Acct. 101-13-5100</i>	\$9.25 \$9.25 <u>\$9.25</u> \$27.75

<u>Check</u>	<u>Name and (Due Date)</u>	<u>Description</u>	<u>Amount</u>	<u>Check</u>
16635	Division of the State Architect (9/30/21)	DSA 786 – Disability Access & Education Fee Quarterly Report for Jul-Sep 2021 <i>Acct. 101-00-4350</i>		\$12.60
16636	California American Water (10/05/21)	<u>Service Address:</u> 301 Mt Olive Drive Irrigation 2410 Mt Olive Lane Irrigation 2256 Gardi Street <i>Acct. 200-48-6400</i>	\$223.01 \$67.97 <u>\$77.09</u>	\$368.07
16637	Spectrum (10/10/21)	Business Internet <i>Acct. 101-16-6230</i>		\$149.98
16638	Southern California Edison (10/12/21)	Street Lights for Mt. Olive/Gardi <i>Acct. 200-48-6400</i>		\$36.94
16639	Southern California Edison (10/11/21)	City Hall Utilities <i>Acct. 101-16-6400</i>		\$338.05
16640	The Gas Company (10/18/21)	City Hall Utilities <i>Acct. 101-16-6400</i>		\$16.27
16641	T-Mobile (10/18/21)	Mobile Internet (Hot Spot) <i>Acct. 113-20-8120</i>		\$32.00
16642	Molly Maid (9/28/21)	01-Sep-2021 Cleaning 08-Sep-2021 Cleaning 15-Sep-2021 Cleaning 22-Sep-2021 Cleaning 29-Sep-2021 Cleaning <i>Acct. 101-16-6460</i>	\$105.00 \$105.00 \$105.00 \$105.00 <u>\$105.00</u>	\$525.00
16643	Frontier (10/18/21)	Fire Alarm Line Aug and Sep 2021 <i>Acct. 101-23-7420</i>		\$241.14
16644	Dept. of Conservation (9/30/21)	Fee Report: Strong Motion Instrumentation and Seismic Hazard Mapping Fee For the Quarter Jul-Sep 2021 <i>Acct. 101-20-7220</i>		\$119.08
16645	California Building Standards Commission (9/30/21)	SB1473 Fee Report Form Building Standards Administration Special Revolving Fund For the Quarter Jul-Sep 2021 <i>Acct. 101-20-7220</i>		\$39.60

Total Pre-Released Checks **\$3,072.06**

REGULAR CHECKS:

<u>Check</u>	<u>Name and (Due Date)</u>	<u>Description</u>	<u>Amount</u>
16646	Best Best & Krieger (9/16/21)	Rio Hondo-San Gabriel Watershed Advocacy Aug 2021 Professional Services <i>Acct. 102-42-7630 (UUT)</i>	\$943.59
16647	Blackboard Inc. (10/12/21)	Renewal of Blackboard Connect Unlimited Emergency and Outreach Messaging Service License <i>Acct. 113-20-8120</i>	\$865.20
16648	California American Water (10/8/21)	<u>Service Address:</u> 600 Winston Ave (City Hall) <i>Acct. 101-16-6400</i>	\$442.72
16649	California American Water (8/10/21)	<u>Service Address:</u> 1775 Woodlyn (Royal Oaks Trail) <i>Acct. 200-486-6400</i>	\$1,211.58
16650	Data Ticket (10/6/21)	Daily Processing <i>Acct. 101-23-6210</i>	\$3.61
16651	DUDEK (10/11/21)	Chadwick Ranch Estates Fire Protection Plan <i>Acct. 103-00-2039</i>	\$328.75
16652	Jones & Mayer (9/30/21)	<u>City Attorney:</u> August Retainer <i>Acct. 101-15-7020</i> 1901 Royal Oaks <i>Acct. 101-15-7020</i> Chadwick Ranch <i>Acct. 103-00-2039</i> Zoning/General Plan <i>Acct. 101-15-7075</i>	\$2,650.00 \$2,405.00 \$162.50 <u>\$375.00</u> \$5,592.50
16653	Kevin Kearney (10/12/21)	Mileage Reimbursement April-June 2021 July-Oct 2021	\$64.96 <u>\$178.75</u> \$243.71
16654	Kevin Kearney (Sep 2021)	Monthly Cell Phone Allowance <i>Acct. 101-12-6440</i>	\$75.00
16655	LDM Associates, Inc. (10/4/21)	Planning Services Monthly Retainer for Sep 2021 <i>Acct. 101-20-7210</i>	\$2,500.00

<u>Check</u>	<u>Name and (Due Date)</u>	<u>Description</u>	<u>Amount</u>	
16656	Pasadena Humane Society (9/20/21)	Animal Control Services for Sep 2021 <i>Acct. 101-25-7000</i>	\$954.17	
16657	Post Alarm Systems (10/8/21)	City Hall Monitoring for Nov 2021 Fire & Intrusion Systems <i>Acct. 101-23-7420</i>	\$122.34	
16658	Priority (2/25/21)	<u>Invoice No. 9522:</u> Replaced 1" valve on Royal Oaks Trail <i>Acct. 101-21-7015</i>	\$275.00	\$851.00
		<u>Invoice No. 9523:</u> Installed plant material throughout City common areas <i>Acct. 101-21-7025</i>	<u>\$576.00</u>	
16659	Priority (9/16/21)	<u>Invoice No. 10746:</u> Prune Mullberry tree on Gardi/Oak Shade <i>Acct. 101-21-7060</i>	\$250.00	\$1,021.00
	(9/7/21)	<u>Invoice No. 10758:</u> Installed 500 feet of new drip line in Planters along Royal Oaks <i>Acct. 101-21-7025</i>	\$596.00	
	(9/23/21)	<u>Invoice No. 10782:</u> Rerouting and repair of pipeline on Royal Oaks Trail <i>Acct. 101-21-7015</i>	<u>\$175.00</u>	
16660	Priority (10/01//21)	<u>Oct 2021 Landscape Services:</u> Bradbury Civic Center <i>Acct. 101-21-7020</i>	\$204.12	\$1,283.04
		Royal Oaks Drive North <i>Acct. 101-21-7015</i>	\$402.40	
		Lemon Trail <i>Acct. 101-21-7045</i>	\$134.14	
		Mt. Olive Drive Entryway & Trail <i>Acct. 101-21-7035</i>	<u>\$542.38</u>	
16661	RKA Consulting Group (9/15/21)	Chadwick Ranch Estates <i>Acct. 103-00-2039</i>	\$70.00	\$19,332.00
		Bradbury/Wild Rose Street Widening <i>Acct. 101-19-7230</i>	\$7,591.25	
	(9/20/21)	City Engineering Services <i>Acct. 101-19-7230</i>	\$661.50	
		Development Projects <i>Acct. 101-19-7230</i>	<u>\$11,009.25</u>	

16662	LA County Public Works (9/13/21)	Sign Posting: Stop Sign at Mount Olive Drive <i>Acct. 200-48-7000</i>		\$97.96
16663	Southern California Edison (10/2/21)	Street Lights <i>Acct. 200-48-6410</i>		\$942.75
16664	LA County Sheriff's Dept. (9/22/21)	Aug 2021 Law Enforcement Services <i>Acct. 101-23-7410</i>		\$10,578.30
16665	Sophia Musa (10/12/21)	JPIA Conference Hotel Accommodations <i>Acct. 101-16-6020</i>		\$503.00
16666	Sophia Musa (10/12/21)	Mileage Reimbursement <i>Acct. 101-16-6050</i>		\$151.98
16667	TeamLogic IT (10/1/21)	Computer Services <i>Acct. 113-20-8120</i>		\$952.50
16668	U.S. Bank (9/30/21)	Custody Charges for Sep 2021 Safekeeping Fees <i>Acct. 101-14-7010</i>		\$29.75
16669	U.S. Bank Corporate Payment Systems (9/22/21)	<u>Kevin Kearney Visa Card:</u> DocuSign (1-year Renewal) <i>Acct. 113-20-8120</i> Target (office supplies <i>Acct. 101-16-6200</i> Bella Sera - Lunch with Temple Station Captain and Lt. <i>Acct. 101-12-6020</i>	\$120.00 \$7.80 <u>\$81.66</u> \$209.46	
16669	U.S. Bank Corporate Payment Systems (9/22/21)	<u>Claudia Saldana Visa Card:</u> Home Depot (Schlage door lever) <i>Acct. 101-16-6450</i> Big Lots (batteries & paper towels) <i>Acct. 101-16-6450</i> Dollar Tree (City Hall supplies) <i>Acct. 101-16-6450</i>	\$31.72 \$11.52 <u>\$2.65</u> \$45.89	
16669	U.S. Bank Corporate Payment Systems (9/22/21)	<u>Sophia Musa Visa Card:</u> USPS (postage) <i>Acct. 101-10-6120</i> Smart & Final (bottled water) <i>Acct. 101-16-6450</i> Broadvoice (City Hall Telephone) <i>Acct. 101-16-6440</i>	\$2.00 \$6.74 <u>\$169.57</u> \$178.31	\$433.66

<u>Check</u>	<u>Name and (Due Date)</u>	<u>Description</u>		<u>Amount</u>
16670	VCA Code Group (9/16/21)	<u>Aug 2021 Professional Services:</u> Plan Check Services	\$25,050.29	
		Adjustment	<u>\$(1,000.00)</u>	\$24,050.29
		Acct. 101-20-7720		
Total Regular Checks				<u>\$73,510.40</u>

OCTOBER 2021 PAYROLL:

ACH	Kevin Kearney (Oct 2021)	Salary: City Manager Acct. 101-12-5010	\$10,560.00	
		Withholdings Acct. 101-00-2011	<u>(2,464.90)</u>	\$8,095.10
ACH	Claudia Saldana (Oct 2021)	Salary: City Clerk Acct. 101-13-5010	\$5,583.33	
		Withholdings Acct. 101-00-2011	<u>(1,476.09)</u>	\$4,107.24
ACH	Sophia Freyre (Oct 2021)	Salary: Management Analyst Acct. 101-16-5010	\$4,633.75	
		Withholdings Acct. 101-00-2011	<u>(890.87)</u>	
		PERS Employee Share Acct. 101-16-5100	<u>(312.78)</u>	\$3,430.10
ACH	Lisa Bailey (Oct 2021)	Finance Director (Sep 2021) 14.92 x \$84.76/hour Acct. 101-14-5010	\$1,264.41	
		Withholdings Acct. 101-00-2011	<u>(149.32)</u>	\$1,115.09
Total June Payroll				<u>\$16,747.53</u>

ELECTRONIC FUND TRANSFER (EFT) PAYMENTS FOR OCTOBER 2021:

EFT	Aetna (Oct 2021)	<u>Health Insurance for Oct 2021:</u> City Manager Acct. 101-12-5100	\$1,565.52	
		City Clerk Acct. 101-13-5100	\$961.98	
		Management Analyst Acct. 101-16-5100	<u>\$396.32</u>	\$2,983.82

EFT	EDD (Oct 2021)	State Tax Withholdings SDI <i>Acct. 101-00-2011</i>	\$883.65 <u>\$264.50</u>	\$1,148.15
EFT	Dept. of Treasury Internal Revenue Service (Oct 2021)	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>	\$2,146.86 \$2,733.14 <u>\$639.20</u>	\$5,519.20
EFT	California PERS (Oct 2021)	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 (Oct 2021)	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

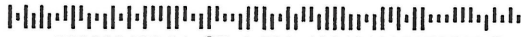
"I, Claudia Saldana, City Clerk, hereby certify that the foregoing Resolution, being Resolution No. 21-18, was duly adopted by the City Council of the City of Bradbury, California, at a regular meeting held on the 19th day of October, 2021 by the following roll call vote:"

AYES:
NOES:
ABSENT:

CITY CLERK – CITY OF BRADBURY

P.O. BOX 6343
FARGO ND 58125-6343

ACCOUNT NUMBER 4246 0445 5575 6224
STATEMENT DATE 09-22-2021
AMOUNT DUE \$1,739.00
NEW BALANCE \$1,739.00
PAYMENT DUE ON RECEIPT



000000490 01 SP 0.530 106481395970569 P

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

AMOUNT ENCLOSED
\$ 433.66

Please make check payable to "U.S. Bank"

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

SEP 29 2021

4246044555756224 000173900 000173900

ase tear payment coupon at perforation.

CORPORATE ACCOUNT SUMMARY

ITY OF BRADBURY 246 0445 5575 6224	Previous Balance	Purchases And Other + Charges	Cash Advances +	Cash Advance Fees +	Late Payment Charges	- Credits	- Payments	New Balance
Company Total	\$1,305.34	\$433.66	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,739.00

NEW ACTIVITY

KEVIN KEARNEY CREDITS PURCHASES CASH ADV TOTAL ACTIVITY
4246-0446-0277-2711 \$0.00 \$209.46 \$0.00 \$209.46

Post Date	Tran Date	Reference Number	Transaction Description	Amount
09-03	09-02	24492151246027856531416	DOCUSIGN 866-219-4318 WA	120.00
09-22	09-21	24164071264091017216196	TARGET 00003020 DUARTE CA	7.80
09-22	09-21	24342851264017030119968	BELLA SERA TRATTORIA MONROVIA CA	81.66

SOPHIA MUSA CREDITS PURCHASES CASH ADV TOTAL ACTIVITY
4246-0446-5320-2600 \$0.00 \$178.31 \$0.00 \$178.31

Post Date	Tran Date	Reference Number	Transaction Description	Amount
08-26	08-25	24137461238001239744040	USPS PO 0522740820 DUARTE CA	2.00
09-10	09-08	24231681252837000071629	SMART AND FINAL 746 DUARTE CA	6.74
09-15	09-14	24453511257017028930750	BROADVOICE 888-325-5875 CA	169.57

see CR #16669

CUSTOMER SERVICE CALL

800-344-5696

ACCOUNT NUMBER

4246-0445-5575-6224

ACCOUNT SUMMARY

PREVIOUS BALANCE 1,305.34
PURCHASES &
OTHER CHARGES 433.66

STATEMENT DATE

09/22/21

DISPUTED AMOUNT

.00

CASH ADVANCES .00
CASH ADVANCE FEES .00
LATE PAYMENT
CHARGES .00

CREDITS .00
PAYMENTS .00

ACCOUNT BALANCE 1,739.00

SEND BILLING INQUIRIES TO:

U.S. Bank National Association

U.S. Bancorp Purchasing Card Program
P.O. Box 6335
Fargo, ND 58125-6335

AMOUNT DUE

1,739.00

SEP 29 2021



Company Name: CITY OF BRADBURY
Corporate Account Number: 4246 0445 5575 6224
Statement Date: 09-22-2021

Ch # 16669

NEW ACTIVITY

CLAUDIA A SALDANA
4246-0470-0126-4883

CREDITS
\$0.00

PURCHASES
\$45.89

CASH ADV
\$0.00

TOTAL ACTIVITY
\$45.89

Post Date	Tran Date	Reference Number	Transaction Description	Amount
08-26	08-24	24943011237010186247467	HOMEDPOT.COM 800-430-3376 GA	31.72
09-16	09-15	24137461258300654631327	BIG LOTS STORES - #4170 DUARTE CA	11.52
09-16	09-15	24445001259000714961454	DOLLAR TREE DUARTE CA	2.65

Department: 00000 Total:
Division: 00000 Total:

\$433.66
\$433.66

City of Bradbury Monthly Investment Report for the month of September 2021

CASH ON DEPOSIT BY ACCOUNT

Bank Accounts:	<u>Amount</u>	<u>Maturity</u>	<u>Interest Rate</u>
Wells Fargo Bank - General Checking	\$ 1,259,145.28	n/a	0%
Investments:			
Local Agency Investment Fund (LAIF)	\$ 3,358,776.93	n/a	0.21%
Ally Bank CD	\$ 247,000.00	9/26/2022	1.95%
Texas Exchange Bank Crowley CD	\$ 249,000.00	7/9/2024	0.50%

CASH & INVESTMENTS ON DEPOSIT BY FUND

Funds	<u>Amount</u>
General Fund (101)	\$3,108,665.51
Utility Users Tax Fund (102)	\$599,282.47
Deposits Fund (103)	\$64,968.66
Long Term Planning Fee Fund (112)	\$3,245.11
Technology Fee Fund (113)	\$28,235.84
Gas Tax Fund (200)	\$16,360.53
SB 1 Gas Tax Fund (201)	\$45,340.09
Prop A Fund (203)	\$7,981.03
Prop C Fund (204)	\$22,671.80
TDA Fund (205)	\$1,239.89
Sewer Fund (206)	\$665,483.83
STPL Fund (208)	\$1,044.54
Recycling Grant Fund (209)	\$6,255.86
Measure R Fund (210)	\$70,093.50
Measure M Fund (212)	\$46,348.33
Measure W Fund (213)	(\$0.23)
COPS Fund (215)	\$290,212.32
County Park Grant Fund (217)	\$9,159.90
CWPP Grant Fund (219)	(\$650.00)
Cares Act Fund (220)	\$127,983.23
Total	\$ 5,113,922.21

Total \$ 5,113,922.21

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:

Reviewed By:

Kevin Kearney
City Manager

Laurie Stiver
City Treasurer

RESOLUTION NO. 21-19

**A RESOLUTION OF THE CITY COUNCIL
OF THE CITY OF BRADBURY, CALIFORNIA,
AUTHORIZING THE SIGNATURES FOR ACCOUNTS
IN THE NAME OF "CITY OF BRADBURY"**

THE CITY COUNCIL OF THE CITY OF BRADBURY DOES RESOLVE AS
FOLLOWS:

SECTION 1. That the following individuals are hereby authorized to deposit and withdraw for investment purposes on behalf of the City of Bradbury and issue checks from the General Checking Account Number 8684745113 at Wells Fargo Bank in the name of "City of Bradbury." Checks under \$1,000 require one signature and checks of \$1,000 and over require two signatures from either:

Elizabeth Bruny	(Mayor)
Bruce Lathrop	(Mayor Pro-Tem)
Kevin Kearney	(City Manager)
Laurie Stiver	(City Treasurer)
Suresh Malkani	(Finance Director)

SECTION 3. That the City Clerk shall certify to the adoption of this Resolution.

PASSED, APPROVED AND ADOPTED on this 19th day of October, 2021.

MAYOR - CITY OF BRADBURY

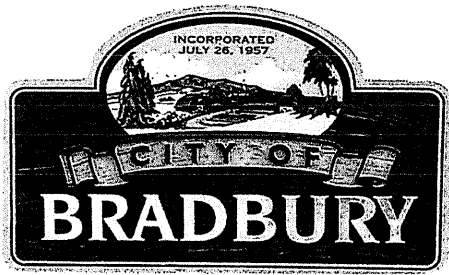
ATTEST:

CITY CLERK - CITY OF BRADBURY

"I, Claudia Saldana, City Clerk, hereby certify that the foregoing Resolution No. 21-19 was duly adopted by the City Council of the City of Bradbury at a regular meeting held on the 19th day of October, 2021 by the following roll call vote:"

AYES:
NOES:
ABSENT:

CITY CLERK - CITY OF BRADBURY



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: October 19, 2021

SUBJECT: **APPROVAL TO CONTINUE GOVERNMENT RELATIONS
ADVOCACY SERVICES WITH BEST BEST & KRIEGER**

SUMMARY

During the December 2019 meeting, the City Council approved an agreement with Best Best & Krieger, LLP ('BB&K') for Professional Lobbying and Consulting Services for water and stormwater related projects for the year 2020. This was done in conjunction with the other member agencies of the Rio Hondo/San Gabriel River Water Quality Group. Bradbury's share of the yearly amount approved was for \$11,323.08. BB&K is reaching the end of contract term and has submitted a written offer to extend their contract for an additional year with no increase in cost. All terms and conditions of the contract will remain the same.

In the past two years, BB&K has lobbied and secured millions in grant funding toward the Group's stormwater compliance and overall project funding. It is recommended that the City Council authorize the City Manager to extend lobbying services with BB&K for the 2022 calendar year, and appropriate \$11,323.08 to account 102-42-7630 to cover such costs.

BACKGROUND

In 2007, the Cities of Arcadia and Sierra Madre were awarded a joint authorization of \$20 million dollars for local water and wastewater related infrastructure projects, but the grants were never fully funded by Congress. In July 2017, the City of Arcadia awarded a Professional Services Agreement to Best Best & Krieger, LLP ("BB&K") for professional lobbying and consulting services to secure grant funding for water and stormwater related projects. Subsequently, the Arcadia City Council approved an extension to this contract

in July 2018.

As part of the Cities' contract, BB&K has provided a high level of expertise and strategic guidance to the Cities of Arcadia and Sierra Madre for two WMP's proposed projects at the federal level. Arcadia and Sierra Madre split the cost for lobbying services equally for an annual cost of \$36,000. The firm has worked to increase the visibility and attractiveness of the projects.

In July 2019, the City of Arcadia proposed to the Rio Hondo/San Gabriel River Water Quality Group that a regional approach to Arcadia's and Sierra Madre's lobbying efforts was necessary to better engage the various federal agencies and other stakeholders. Arcadia proposed to expand the scope of BB&K's efforts to include the other regional projects identified in the Watershed Management Plan, and to leverage BB&K's expertise and relationships established during the previous two years. BB&K has offered to extend lobbying services to the Group for \$84,000 a year or \$7,000 per month.

Contracting with BB&K was the logical next step as the firm has assisted the Cities of Arcadia and Sierra Madre with its on-going efforts. The City of Arcadia acted as the lead agency and as the primary liaison between the Group and BB&K. Although the County of Los Angeles and the Los Angeles County Flood Control District were in support of a regional approach to the lobbying efforts, both agencies have internal staff that serve the same function, and therefore, the County and the Flood Control District worked in tandem with BB&K in lieu of contributing directly to the cost sharing arrangement. While Arcadia was the lead agency, BB&K invoiced the member agencies separately based on the Cities' monthly share.

The cost share formula was based 50% on participation and 50% on land area. The City of Bradbury's annual contribution was \$11,323.08 or \$943.59 per month, with the calculation shown in the chart below.

<u>Jurisdiction</u>	<u>Monthly</u>	<u>Annual</u>
Arcadia	\$2,110.26	\$25,323.08
Bradbury	\$943.59	\$11,323.08
Duarte	\$1,161.54	\$13,938.46
Monrovia	\$1,725.64	\$20,707.69
Sierra Madre	\$1,058.97	\$12,707.69

Under the modified scope of work, BB&K worked with the Group to lobby for new grant funding authorizations and assisted in identifying grant funding opportunities with federal agencies, as well as facilitating meetings with key decision makers and building coalitions to secure support for federal grant applications. In addition, BB&K assisted in educating key stakeholders on the Rio Hondo/San Gabriel River Water Quality Group's five regional projects and their benefits at the federal level.

In 2020, BB&K successfully lobbied California state federal legislators to include a provision in the Water Resources Development Act (WRDA) to include authorization to plan with the Army Corps of Engineers to restore creeks and wetlands in the Rio Hondo and San Gabriel Watersheds, which are a part of the Group's required stormwater regional projects. Securing such funding source was hailed as a success by all the cities in the Group.

DISCUSSION

During this past year, BB&K assisted with obtaining a congressional authorization (with the support of the entire congressional delegation: Rep. Napolitano, Rep. Chu, Senator Feinstein and now-Vice President Harris) in the biannual Water Resources Development Act (WRDA) which allows the Army Corps of Engineers to partner and provide monetary funding for projects in the Rio Hondo. In addition, as of July 2021, the Rio Hondo Channel Ecosystem Restoration project, with full support from Senators Feinstein and Padilla, was included in the Senators' Congressionally Directed Spending submissions to the Senate Appropriations Committee. The project aims to restore wetlands, provide ecosystem restoration for special status plants and species, and provide long-term water quality in the Rio Hondo and tributaries of the San Gabriel River watershed. More specifically, the project, once completed will assist the member agencies to be in compliance with Stormwater regulations. Assuming the project submission is approved for funding by the Senate Appropriations Committee, it will be a big step forward for all the cities in the Group.

The agreement for continued services with BB&K is up for renewal this calendar year, and the following is a list of projects that they will continue to work on behalf of the Group:

- Rio Hondo Ecosystem Restoration Project
- Arcadia Wash Water Conservation Diversion Project
- Encanto Park Stormwater Capture Project
- Basin 3E Enhancements at Santa Fe Spreading Groups.

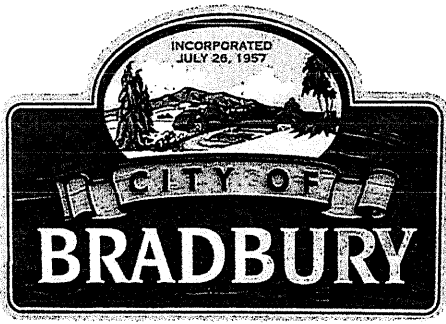
FISCAL IMPACT

The annual cost for services for BB&K is again \$84,000, with the City of Bradbury's annual contribution share in the amount of \$11,323.08 or \$943.59 per month.

The agreement is to be proportionally divided on a formula based on participation (50%) and land area (50%) between the Cities of Arcadia, Bradbury, Duarte, Monrovia, and Sierra Madre. The rate is all inclusive and covers other direct expenses including telephone, postage, shipping, photocopying, and other administrative costs. Funds to cover the BB&K costs would come from the City's Utility Users Tax Fund, which has a balance of \$599,614.49 (as of September 30, 2021).

RECOMMENDATION

Given the recent successes by BB&K, it is recommended that the City Council authorize the City Manager to extend lobbying services with BB&K for the 2022 calendar year, and appropriate \$11,323.08 to account 102-42-7630 to cover such costs.



Elizabeth Bruny, Mayor (District 5)
Bruce Lathrop, Mayor Pro-Tem (District 4)
Richard Hale, Councilmember (District 1)
Monte Lewis, Councilmember (District 2)
Richard Barakat, Councilmember (District 3)

City of Bradbury Agenda Memo

TO: Honorable Mayor and Members of the City Council

FROM: Kevin Kearney, City Manager

DATE: October 19, 2021

SUBJECT: **APPOINTMENT OF CITY COUNCIL REPRESENTATIVE TO SAN GABRIEL VALLEY MOSQUITO & VECTOR CONTROL DISTRICT BOARD OF TRUSTEES**

ATTACHMENT: 1) Letter to the Mosquito & Vector Control

SUMMARY

Staff was recently advised that the term of office for Councilmember Barakat to the Board of Trustees for the San Gabriel Valley Mosquito and Vector Control District ends on December 31, 2021.

It is recommended that the City Council reappoint Councilmember Barakat to the San Gabriel Valley Mosquito & Vector Control District Board of Trustees for a two-year term.

ANALYSIS

The San Gabriel Valley Mosquito & Vector Control District is committed to providing superior vector control services to all residents. The District was founded in 1989 to protect residents from mosquito-borne disease through public education, surveillance, and control of mosquitoes. Additionally, the District promotes cooperation and communication with property owners, residents, social and political groups, and other governmental agencies to aid in these efforts.

The San Gabriel Valley Mosquito & Vector Control District Board of Trustees meets once a month in the District Office in West Covina. Currently, Councilmember Barakat serves on the San Gabriel Valley Mosquito & Vector Control District Board of Trustees. His term is set to expire on December 31, 2021.

STAFF RECOMMENDATION

It is recommended that the City Council reappoint Councilmember Barakat to the San Gabriel Valley Mosquito & Vector Control District Board of Trustees for a two-year term.

ATTACHMENT #1



Elected Officials

Mayor
Elizabeth Bruny, District 5

Mayor Pro-Tem
Bruce Lathrop, District 4

Councilmember
Richard G. Barakat, District 3

Councilmember
Richard T. Hale, Jr., District 1

Councilmember
D. Montgomery Lewis, District 2

Staff

City Manager
Kevin Kearney

City Clerk
Claudia Saldana

Management Analyst
Sophia Musa

City Attorney
Cary Reisman

Building Inspector
Steve Bailey

City Engineer
David Gilbertson

City Planner
Jim Kasama

Finance Director
Lisa Bailey

October 19, 2021

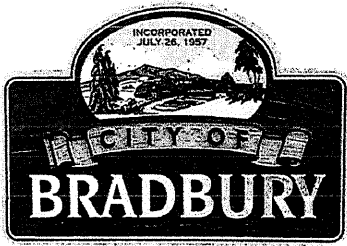
San Gabriel Valley Mosquito & Vector Control District
ATTN: Jared Dever, District Manager
1145 N. Azusa Canyon Road
West Covina, CA 91790

Dear Mr. Dever:

Please be advised at the City Council, at a regular meeting held on October 19, 2021, re-appointed Councilmember Richard G. Barakat as the representative from the City of Bradbury to the Board of Trustees for the San Gabriel Valley Mosquito & Vector Control District for a two-year term ending December 31, 2023.

Sincerely,

Kevin Kearney
City Manager



Elizabeth Bruny, Mayor (District 5)
Bruce Lathrop, Mayor Pro-Tem (District 4)
Richard 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
Andrew Westall, Bear Demographics & Research
David Ely, Bear Demographics & Research

DATE: October 19, 2021

SUBJECT: **CITY COUNCIL DISTRICT BOUNDARIES DRAFT MAPS**

ATTACHMENT(S): 1) Draft Map Option #1
2) Draft Map Option #2
3) Current District Map
4) Staff Report: Sept. 21, 2021 – Summary of Laws & Regulations

SUMMARY

The City of Bradbury has held two public meetings prior to the publication of Draft Map Option #1 and Draft Map Option #2 on the City's website on October 12, 2021 for the City Council and public's consideration. The first public hearing was held by the City Council on September 21, 2021, and a public workshop was held by the consultants and City staff on October 4, 2021, prior to the publication of the Draft Map Options.

It is recommended that the City Council field a presentation from Bear Demographics & Research on the Draft Map Options, open the public hearing and solicit input on the Draft Map Options, and provide direction to the consultants on a final map for City Council consideration and adoption on November 16, 2021.

DRAFT MAP OPTIONS

As previously discussed, due to the small population of the City of Bradbury, utilizing Census Blocks in the formation of Council Districts was not practical due to the size of Census Blocks being much larger than the ideal Council District population of 185 residents. Due to the same issue, it is also not practical to provide Council District information by ethnic population, voting age population, or citizen voting age population.

The consultants developed a GIS map based on the parcel map of the City provided by the County of Los Angeles, and used a statistical methodology to allocate the population across the City's parcels.

PUBLIC COMMENT

Public comment up until this point has been solicited during the first public hearing held by the City Council on September 21, 2021 and during the public workshop on October 4, 2021. The public was also welcomed to provide input on a draft map through the City's website and by directly emailing the City Manager. The below is a summary of comments received:

- Currently, Mount Olive Drive and Mount Olive Lane are split into two Districts (2 and 4) and those two streets should be compacted.
- In past redistricting, there had been proposals to divide parts of Woodlyn Lane and Bradbury Hills Road/Lane into separate districts. The neighborhoods should be kept intact.

Based on public comment and City Council discussion the below is a review of both Draft Map Options.

DRAFT MAP OPTION #1

Draft Map Option #1 provides the best opportunity to adopt a Council District map that is the least disruptive to the current configuration and representation in the City, while respecting as much as possible the boundaries of the Bradbury Estates HOA and the Woodlyn Lane HOA. The overall deviation of Draft Map Option #1 is 6.34 percent, which is within the legally required ten percent. One parcel from the Bradbury Estates HOA is moved to District 3, while maintaining the split of the HOA between Districts 1 and 5, with the bulk of the community within District 1. Four parcels from the Woodlyn Lane HOA are moved to District 3 as well, with the rest of the HOA remaining in District 2. The boundaries between Districts 2 and 4 also respect the official zoning map of the City in the southeast portion of the City of Bradbury.

DRAFT MAP OPTION #2

Draft Map Option #2 provides the City Council and public with an alternative configuration of the Council District boundaries which is more disruptive to the current configuration of representation and splits the HOAs further than under Draft Map Option #1. The overall deviation of Draft Map Option #2 is 9.28 percent, which is within the legally required ten percent. By moving all of District 3 to the southwestern area of the City, the Bradbury Estates HOA is split three ways between Districts 1, 5, and 3, with thirteen parcels in the HOA located in District 3. This also requires splitting the Woodlyn Lane HOA between Districts 2 and 5 along Woodlyn Lane. This option also uses many

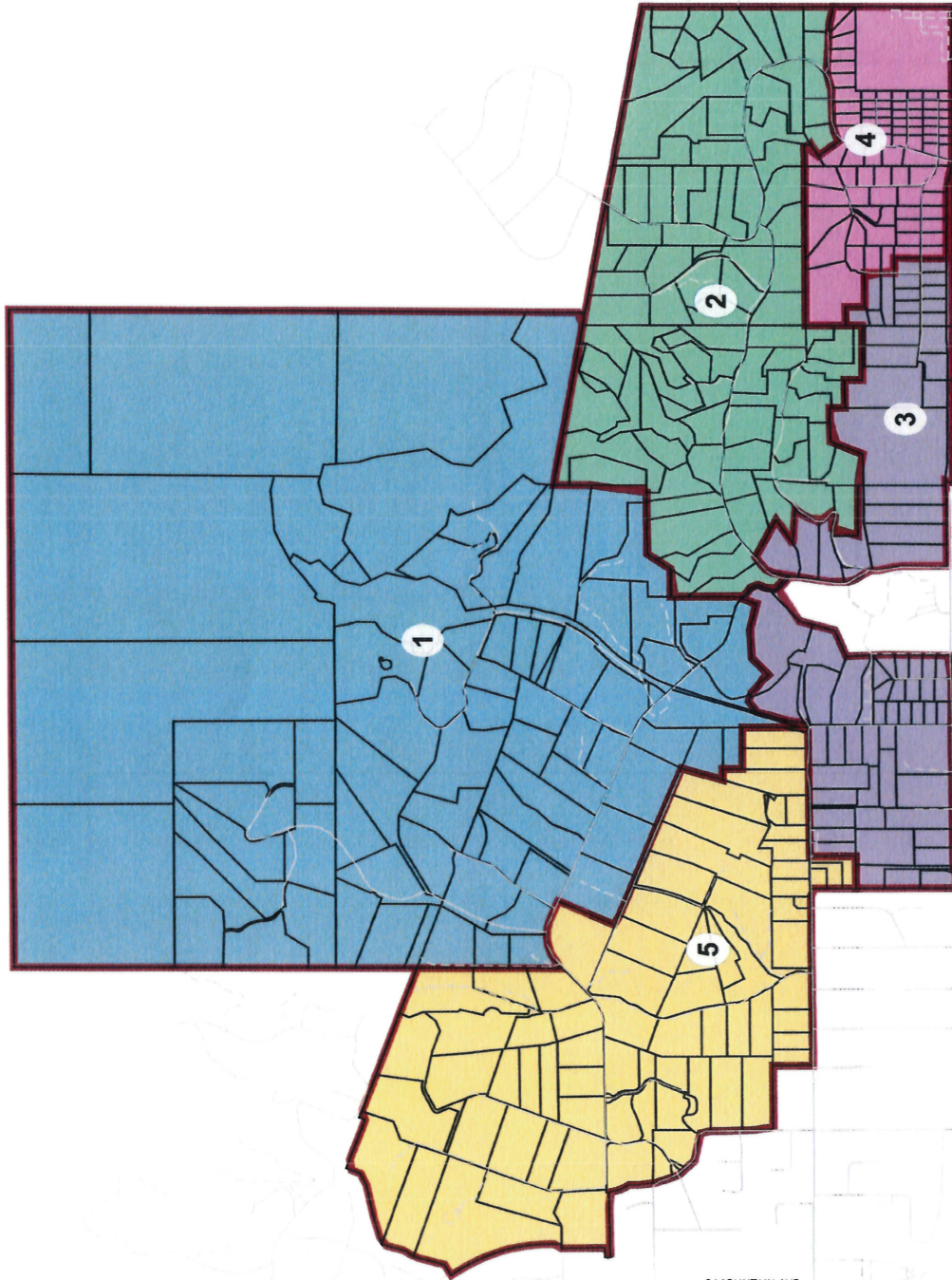
boundaries of the official zoning map in the southeast and southwest portions of the City of Bradbury.

RECOMMENDATION

It is recommended that the City Council field a presentation from Bear Demographics & Research on the Draft Map Options, open the public hearing and solicit input on the Draft Map Options, and provide direction to the consultants on a final map for City Council consideration and adoption on November 16, 2021.

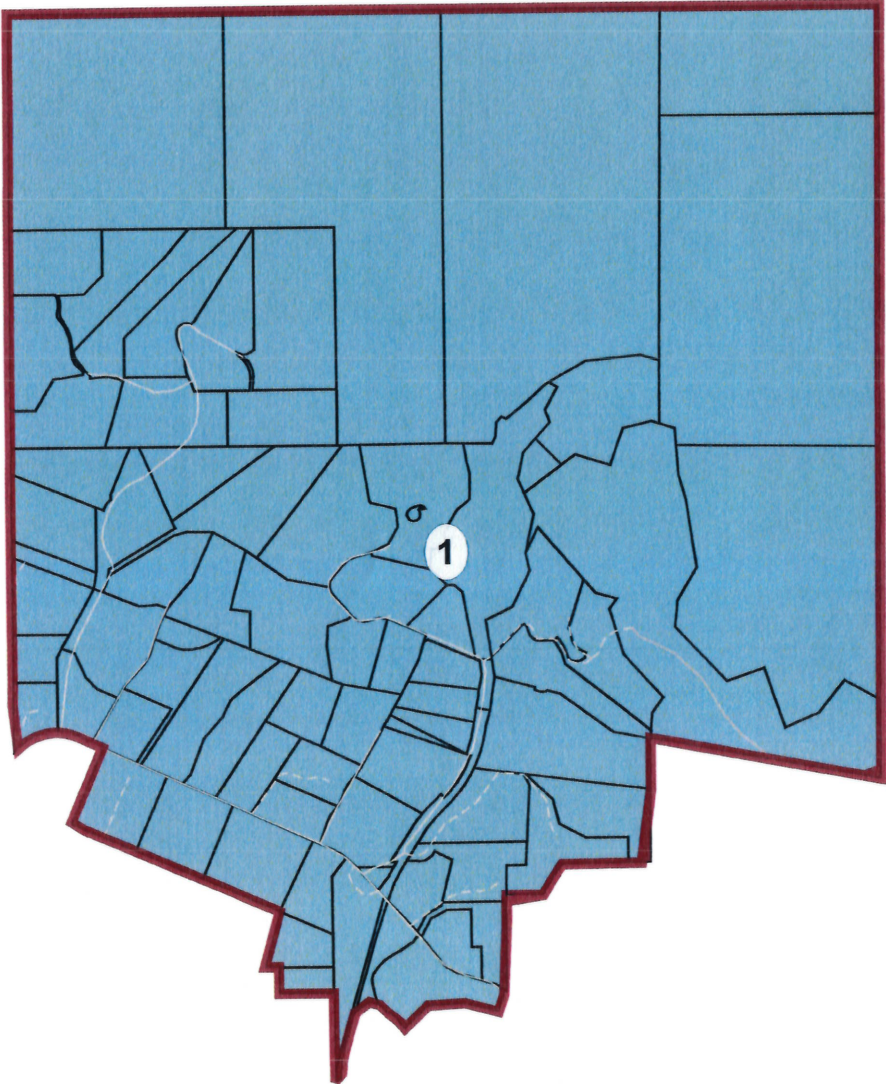
ATTACHMENT #1

Option #1



District: 1

Field	Value
District	1
PopulationA20	189
Deviation	4
% Deviation	2.23%



©2020 HERE

District: 1

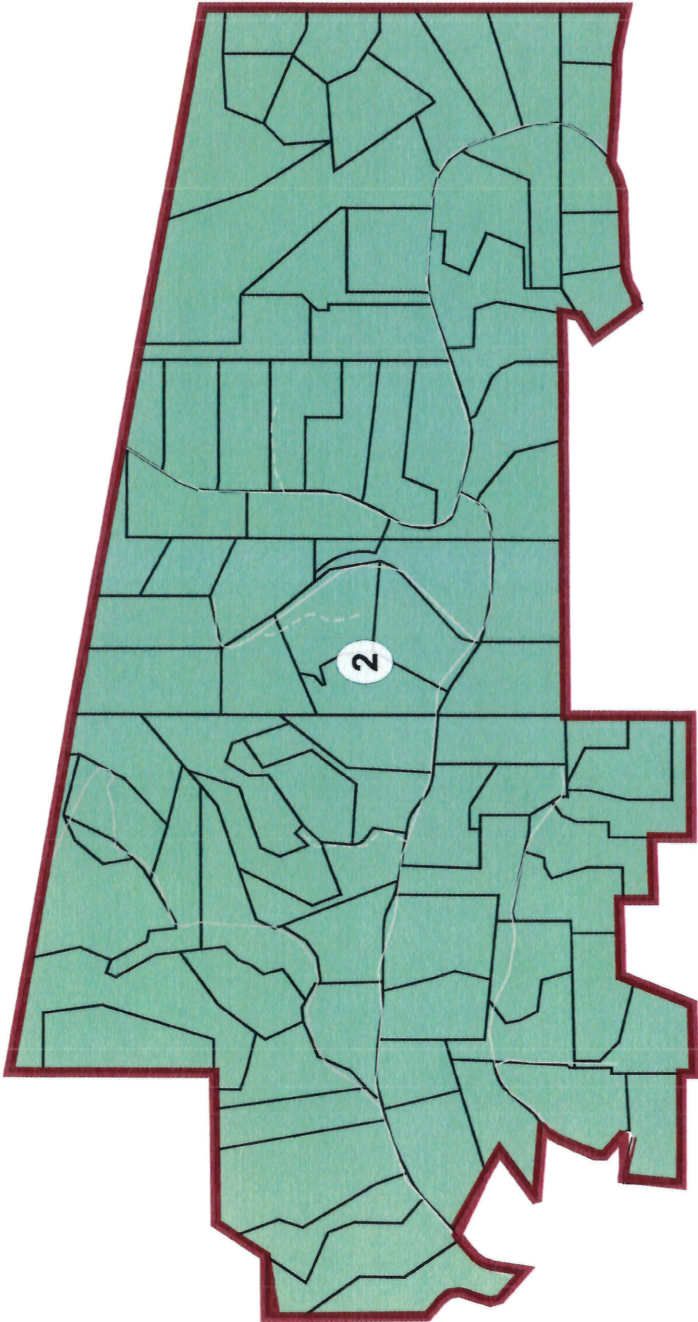
Field	Value
District	1
PopulationA20	189
Deviation	4
% Deviation	2.23%



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District: 2

Field	Value
District	2
PopulationA20	189
Deviation	4
% Deviation	1.96%



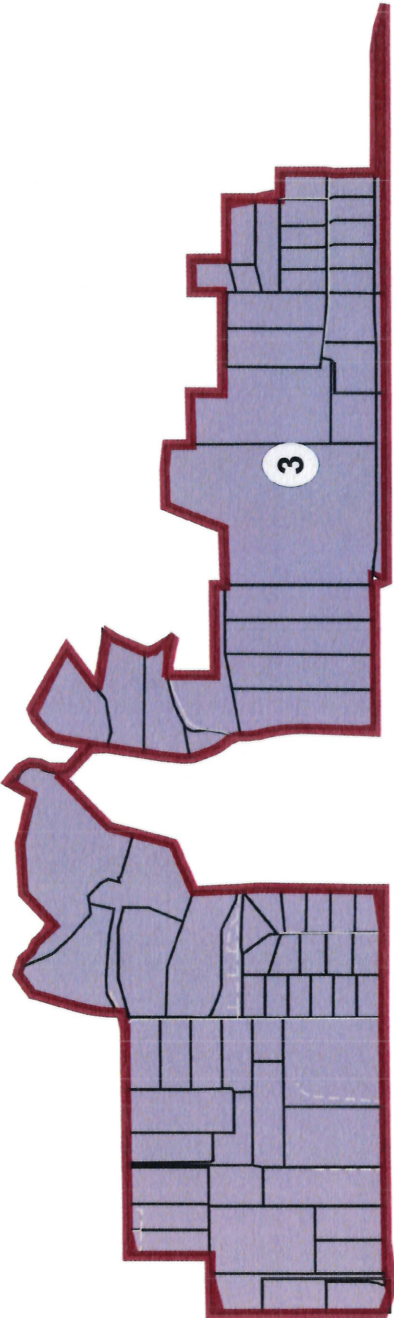
District: 2



Field	Value
District	2
PopulationA20	189
Deviation	4
% Deviation	1.96%

District: 3

Field	Value
District	3
PopulationA20	184
Deviation	-1
% Deviation	-0.64%



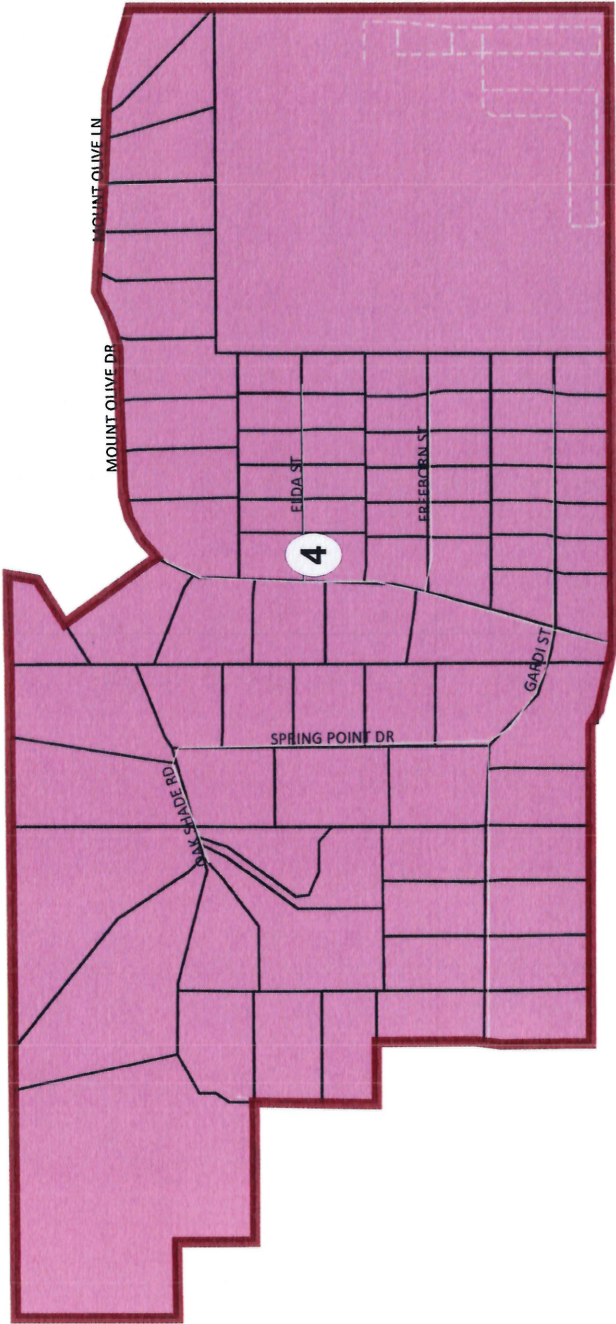
District: 3

Field	Value
District	3
PopulationA20	184
Deviation	-1
% Deviation	-0.64%



District: 4

Field	Value
District	4
PopulationA20	186
Deviation	1
% Deviation	0.56%



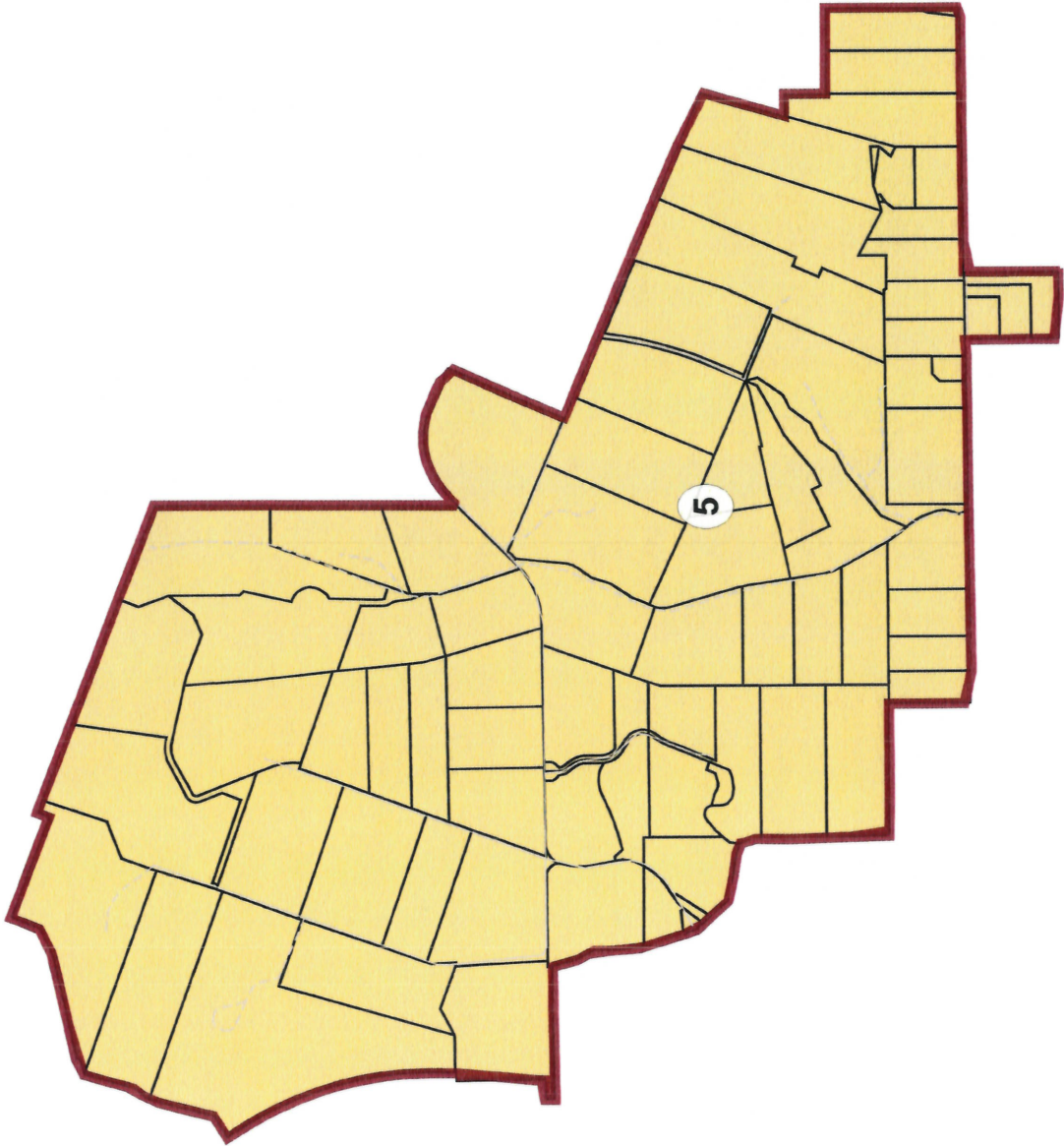
District: 4

Field	Value
District	4
PopulationA20	186
Deviation	1
% Deviation	0.56%



District: 5

Field	Value
District	5
PopulationA20	177
Deviation	-8
% Deviation	-4.11%



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District: 5

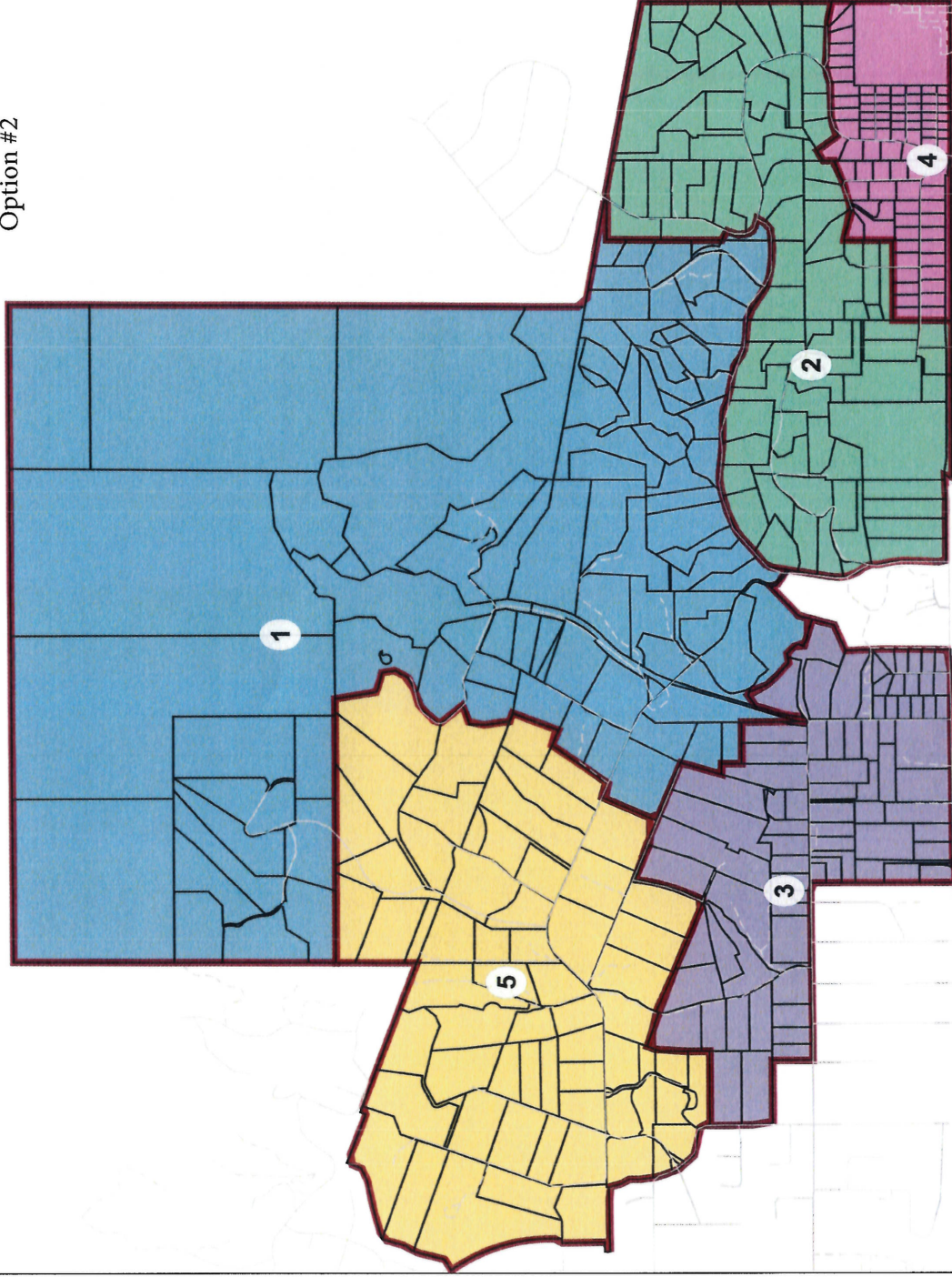
Field	Value
District	5
PopulationA20	177
Deviation	-8
% Deviation	-4.11%

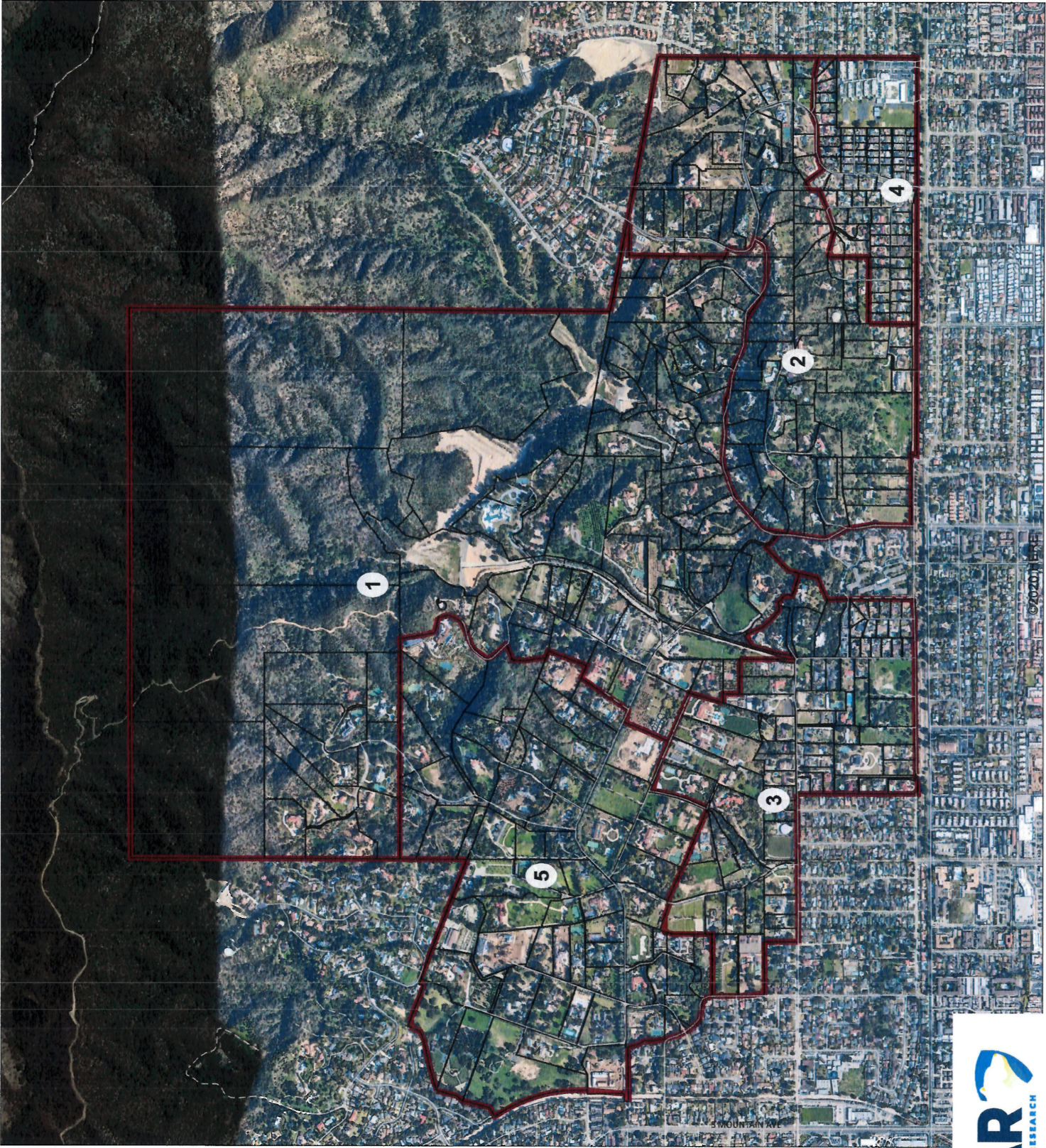


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ATTACHMENT #2

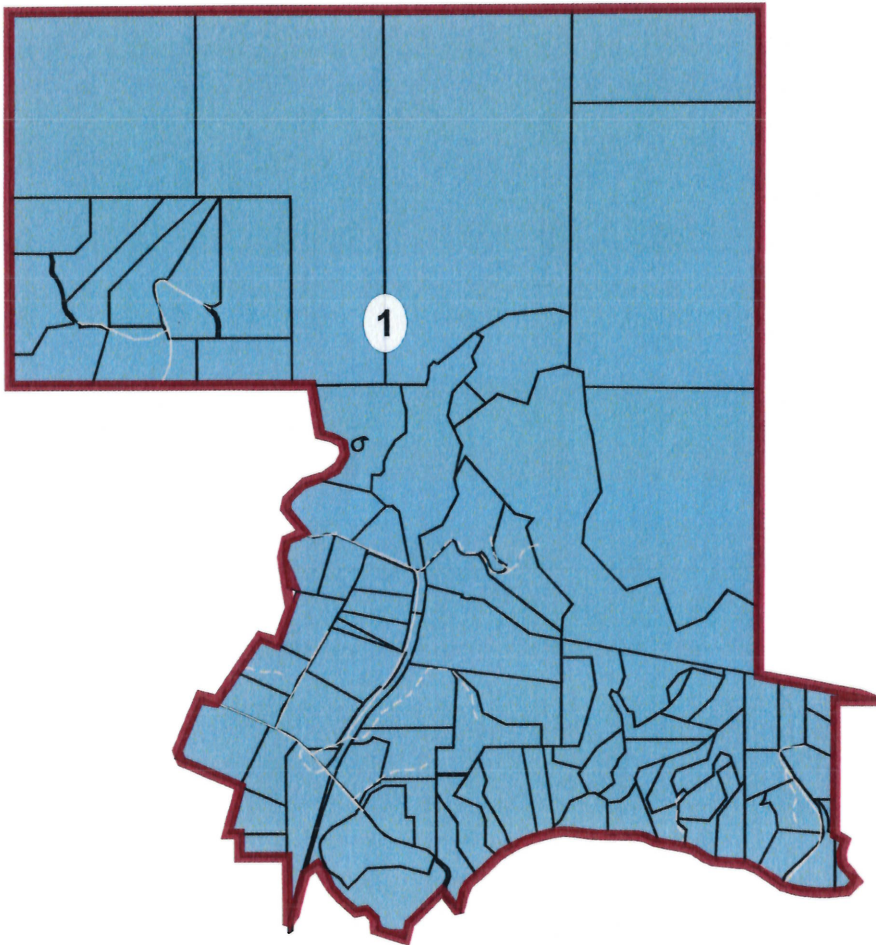
Option #2





District: 1

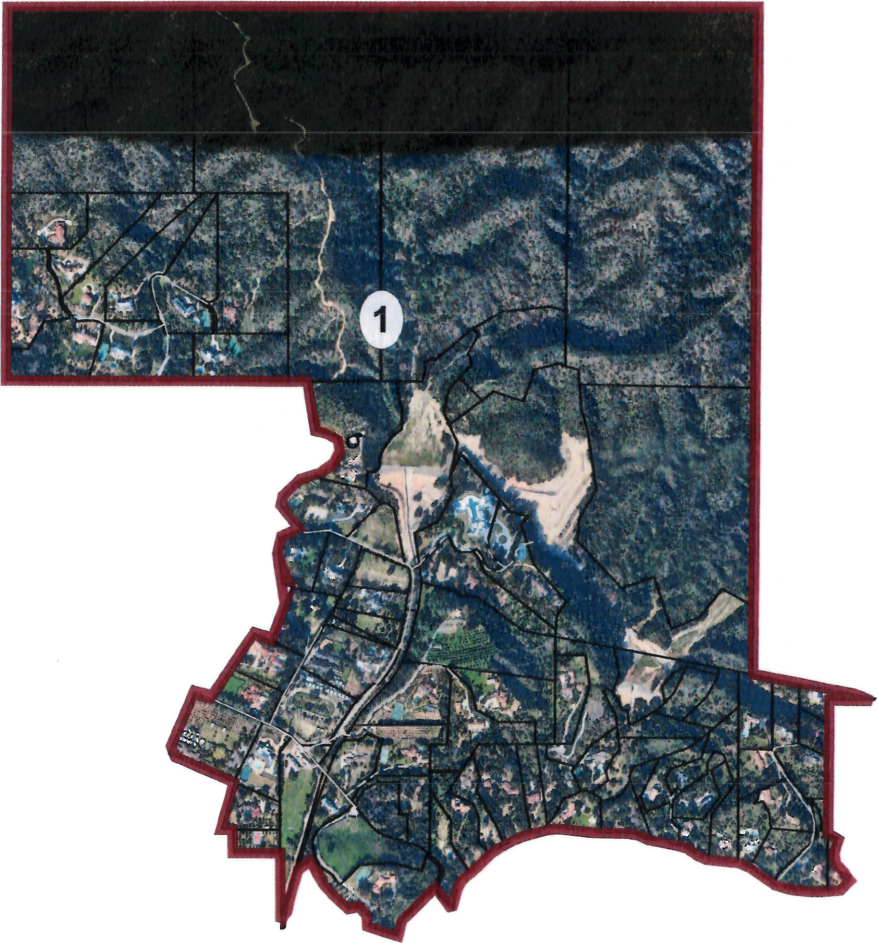
Field	Value
District	1
PopulationA20	184
Deviation	-1
% Deviation	-0.42%



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District: 1

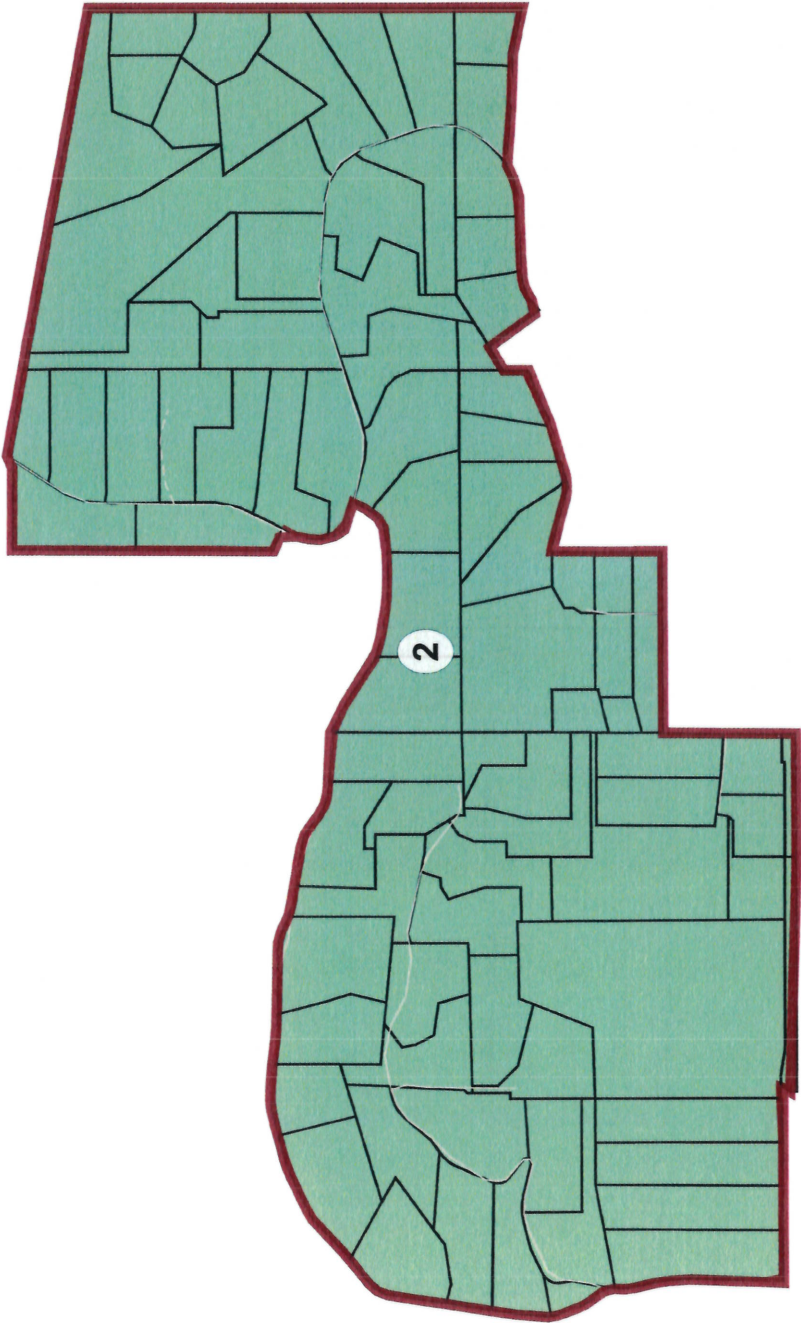
Field	Value
District	1
PopulationA20	184
Deviation	-1
% Deviation	-0.42%



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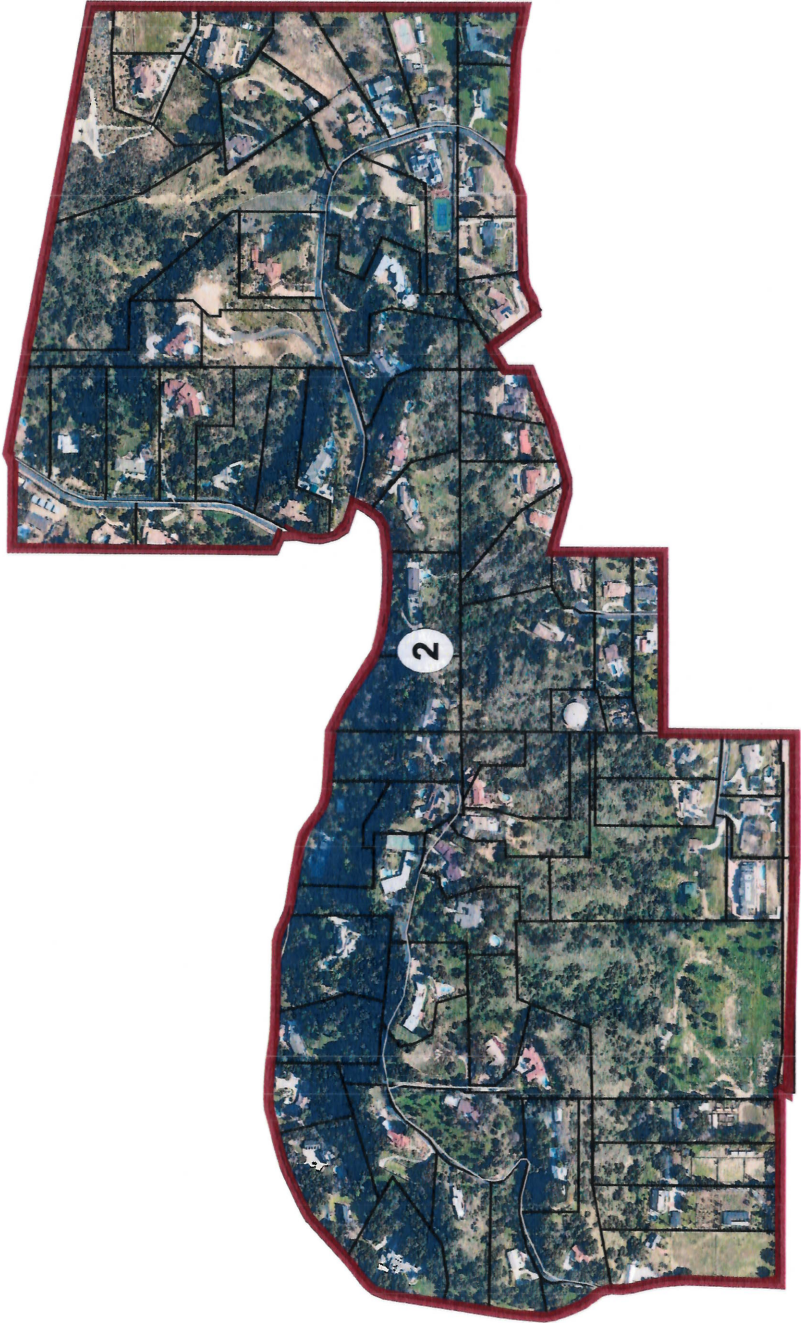
District: 2

Field	Value
District	2
PopulationA20	194
Deviation	9
% Deviation	5.12%



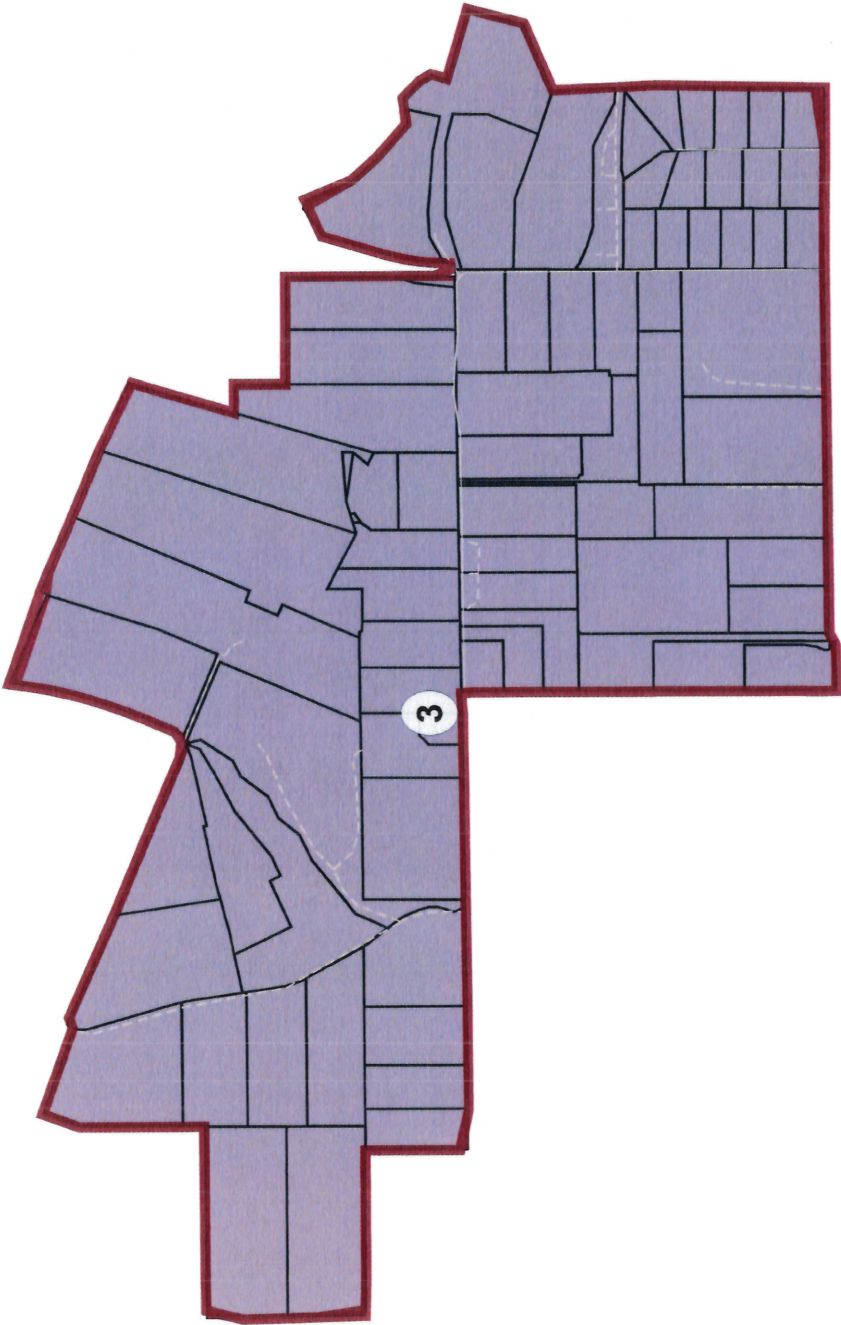
District: 2

Field	Value
District	2
PopulationA20	194
Deviation	9
% Deviation	5.12%



District: 3

Field	Value
District	3
PopulationA20	179
Deviation	-6
% Deviation	-3.5%



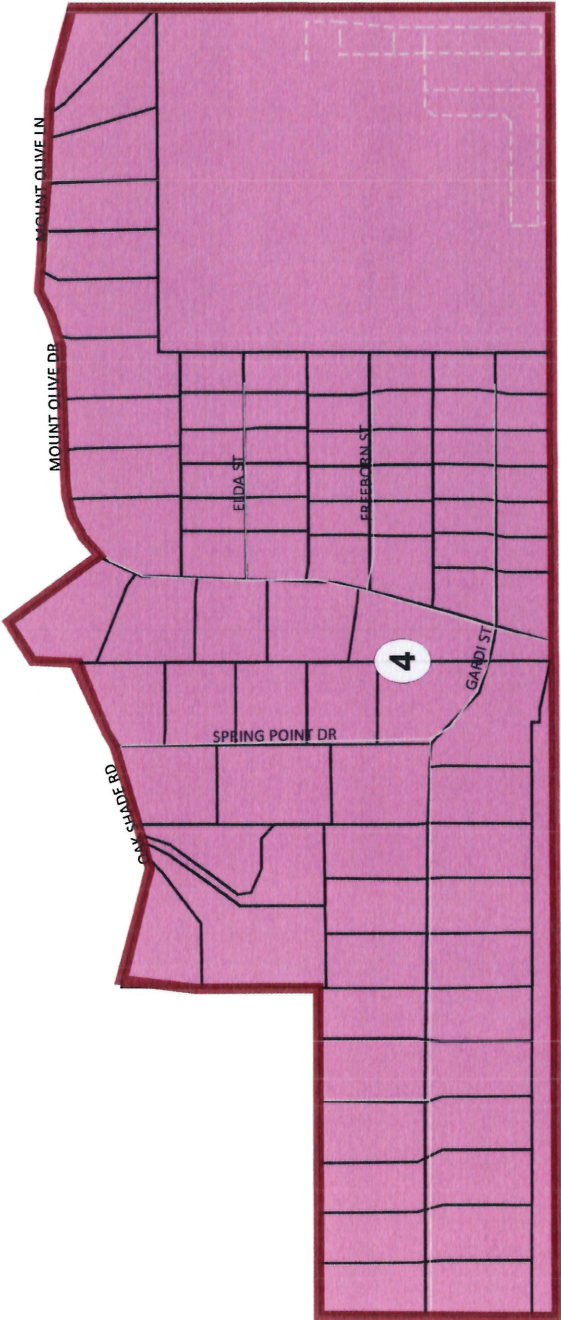
District: 3

Field	Value
District	3
PopulationA20	179
Deviation	-6
% Deviation	-3.5%



District: 4

Field	Value
District	4
PopulationA20	190
Deviation	5
% Deviation	2.95%



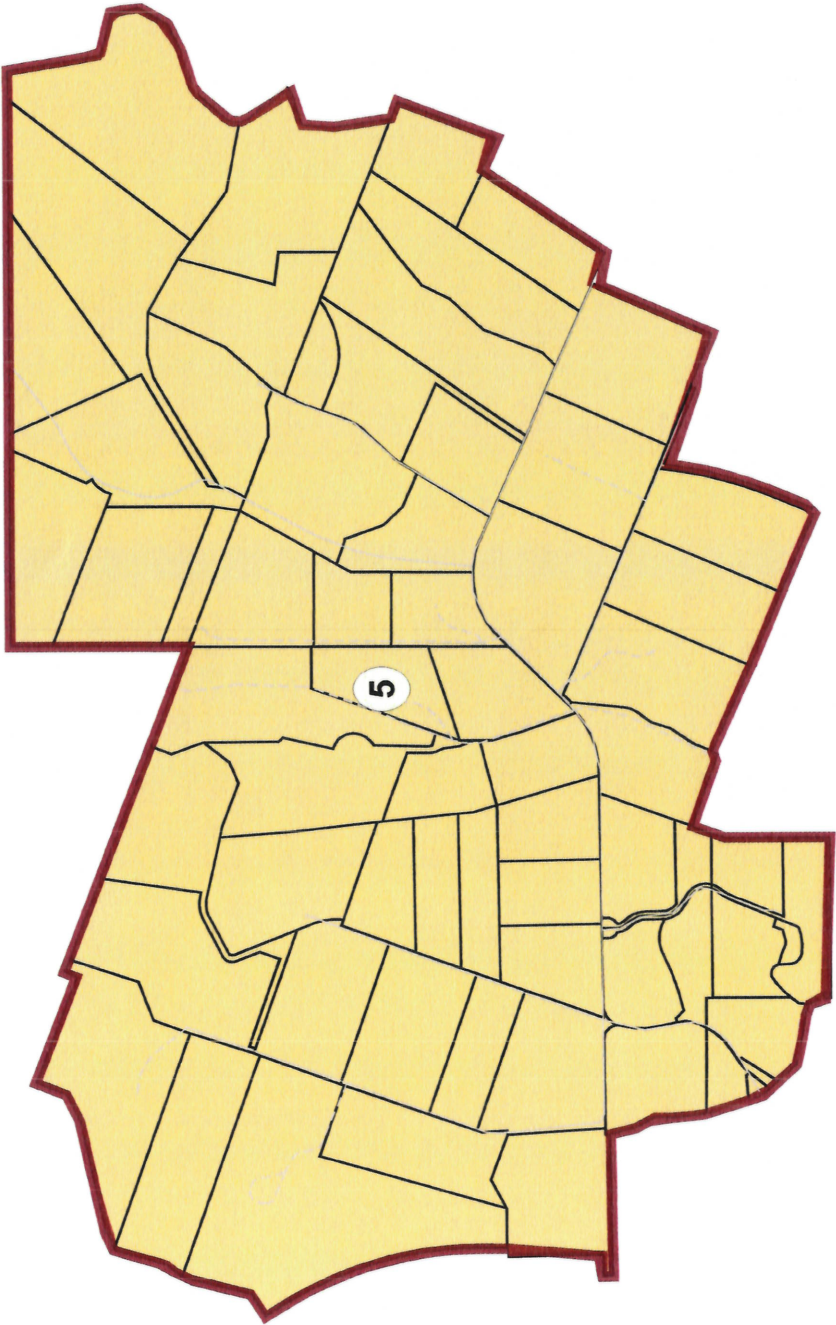
District: 4

Field	Value
District	4
PopulationA20	190
Deviation	5
% Deviation	2.95%



District: 5

Field	Value
District	5
PopulationA20	177
Deviation	-8
% Deviation	-4.16%



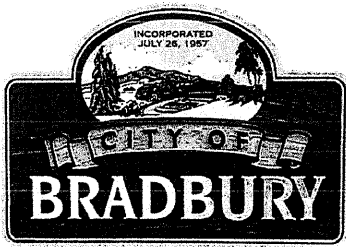
District: 5

Field	Value
District	5
PopulationA20	177
Deviation	-8
% Deviation	-4.16%



ATTACHMENT #3

ATTACHMENT #4



Elizabeth Bruny, Mayor (District 5)
Bruce Lathrop, Mayor Pro-Tem (District 4)
Richard 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
Andrew Westall, Bear Demographics & Research
David Ely, Bear Demographics & Research

DATE: September 21, 2021

SUBJECT: **SUMMARY OF REDISTRICTING LAWS, CRITERIA, PROCESS,
AND THE 2020 CENSUS, AND PRE-DRAFT MAP PUBLIC
HEARING**

SUMMARY

There are several federal, state, and local laws that govern the redistricting process that include: the City of Bradbury Municipal Code, the U.S. Constitution, the Federal Voting Rights Act of 1965, the State of California Elections Code, the State of California Constitution, as well as case law.

It is recommended that the City Council field a presentation from Bear Demographics & Research regarding Bradbury's redistricting, open the public hearing and solicit public input on a pre-draft map, and finalize the future dates for the City's redistricting meetings.

BRADBURY MUNICIPAL CODE

Chapter 1. – City Council Sec. 2.01.040. - Same—Elections by districts.

- (a) Pursuant to the provisions of Government Code § 34870 et seq., Councilmembers shall be elected by districts. There shall be five City Council districts. The boundaries of each Council district may be amended via ordinance or resolution, consistent with the requirements of Article 1 of Chapter 7 of Division 21 of the Elections Code (commencing at Elections Code § 21600).

- (1) The boundaries of each district shall be as set forth in Exhibit A to the ordinance from which this section is derived, which exhibit is entitled "City of Bradbury Councilmanic District Boundaries Report 2011." Exhibit A is incorporated into this section by this reference.
 - (2) Any subsequent ordinance or resolution may adjust these Council district boundaries if all of the requirements of law at the time have been met, notwithstanding the general rule that actions taken via ordinance cannot be superseded by actions taken via resolution.
- (b) Date. Beginning in 2018, the general municipal election will be held on the first Tuesday after the first Monday in June of each even-numbered year. The general municipal election will be consolidated with the statewide general election.

FEDERAL AND STATE LAWS

Several important federal and state legal criteria govern the redistricting process:

Equal Population Principle – Councilmember districts must contain, as nearly as practicable, equal portions of the total population of the City of Bradbury. This principle is established in the State of California Elections Code, as well as in the United State Supreme Court's "One-Person, One-Vote" decisions. The City Council must make a good faith effort to draw districts with equal population.

Exact equality is not required for local districts if deviation is justified by legitimate state purposed. For local jurisdictions like the City of Bradbury, a deviation of less than 10 percent is presumptively valid. Deviations should be explained on traditional redistricting criteria as explained below. Deviations should also not see to disadvantage any particular group and show a good faith effort.

In order to measure population equality and deviation, start with the City's total population and divide by five to determine ideal equal population of the five Council Districts. Next, determine the percent deviation ideal of each district. And last, determine total percent deviation, that is the difference between the district with the greatest positive and negative percent deviations which should total less than 10 percent. Below is an example.

- Example of a City with a population of 1,000 and 5 Council Districts
- Total Percent Deviation = 9.0%

District	Total Population	Ideal Population	Percent Deviation
1	192	200	-4.0
2	210	200	+5.0
3	193	200	-3.5
4	200	200	0
5	205	200	+2.5

Legal Authorities – U.S. Constitution, Supreme Court Case law including *Reynolds v. Sims*, *Gaffney V. Cummings*, *Larios v. Cox*, and *Harris v. Arizona Independent Redistricting Commission*

Traditional Redistricting Criteria – Federal, state and city law have established several traditional redistricting criteria all of which shall be considered to the extent feasible when drawing district lines:

Contiguity – all parts of a district should connect.

Compactness – districts should be geographically compact. There are many ways to measure compactness, and the Council should be aware of appearance, shape, and border lines when creating districts

Existing Boundaries – districts should utilize boundaries such as geographic, street, and political boundaries and conform to high school attendance zones.

Communities of Interest – districts should preserve neighborhoods and communities of people sharing common interests. The concept of protecting communities of interest is to draw boundaries in a manner that preserves communities that share common interests and that should be included within a single district for purposes of their effective and fair representation. There are many types of common interests that may identify a community of interest. For example, communities may share common housing patterns: urban, rural or suburban. Communities may share a common culture or language. Communities may be defined by their neighborhood or by the location of cultural, religious or educational institutions. Communities may also be defined by the location of geographic boundaries or features, such as parks, lakes, mountains or freeways. Certain public services, like public schools, public transit, and public safety may also help define a community. The City will obtain public testimony and consider census data, City neighborhood and planning information, and other information to help identify Communities of Interest.

Legal Authorities – Case law, California Constitution Article XXI, Section 2; California Elections Code Section 21621

U.S. Constitution’s Equal Protection Clause – The United States Supreme Court has held that race cannot be used as the predominant factor in drawing district lines such that traditional redistricting criteria are subordinated to considerations of race. The 14th Amendment’s Equal Protection Clause does not, however, prohibit all consideration of race. The City may consider race as a factor along with traditional race-neutral redistricting criteria, and consideration of traditional criteria should not be subordinated to consideration of race and should be contemporaneous.

If there is evidence that the City used race as a predominant factor, whether through direct testimony and Council deliberations, or in circumstantial evidence (e.g. demographics, shape, changes, process, public record), then the Court will apply strict scrutiny to the redistricting plan, and the City must justify that the use of race is: 1) based or needed due to a compelling state interest; 2) the plan must be narrowly tailored to that interest; and 3) legal muster is a very high burden.

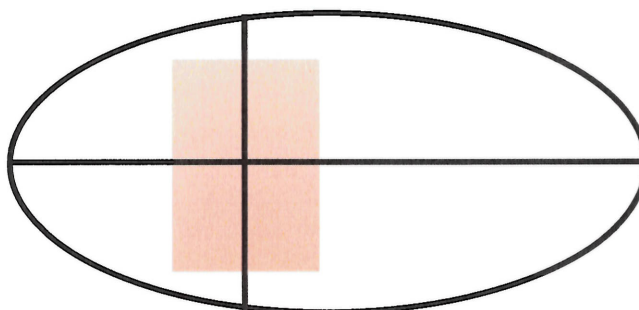
Legal Authorities – U.S. Constitution; Supreme Court case law including *Shaw v. Reno*, *Miller v. Johnson*, *Bush v. Vera*, *Cromartie I & II*, *Copper v. Harris*

Voting Rights Act of 1965 – The Voting Rights Act prohibits voting practices which result in a denial or abridgement of the right to vote on account of race, color, or language minority status. Redistricting plans must be analyzed under the Voting Rights Act to ensure they do not deprive minority voters of an equal opportunity to elect representatives of their choice in violation of the Act.

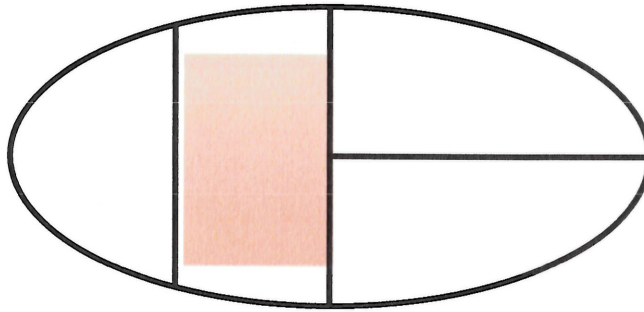
Section 2 of the Voting Rights Act prohibits any voting practice or procedure that “results in a denial or abridgement” of the right to vote based on race, color, or language minority status. The federal VRA applies to prohibit redistricting plans that result in “vote dilution” by depriving minority voters of an equal opportunity to elect a candidate of their choice (i.e., must not unlawfully minimize or cancel minority voting strength). Discriminatory effect is sufficient to show a violation of the federal VRA, and discriminatory intent is not required.

Examples of “Vote Dilution”

- **Fracturing** – dispersing minority voters into several different districts such that a bloc-voting majority can routinely outvote them.



- **Packing** – concentrating minority voters into a small number of districts and thereby minimizing their influence in other districts.



The U.S. Supreme Court has set three preconditions to Section 2 liability under the federal VRA, also referred to as the “Gingles” criteria – 1) the minority group must be sufficiently large and geographically compact to constitute a majority in a district; 2) the minority group must be politically cohesive; and 3) the majority votes sufficiently as a bloc to enable it usually to defeat the minority’s preferred candidate.

Legal Authorities – Section 2 of the Voting Rights Act; *Thornburg v. Gingles*

SUMMARY

Listed below are the key principles to keep in mind throughout the process:

- **Strive for Population Equality**
 - Make a good faith effort to draw districts equal in population
 - Justify any deviations with use of traditional redistricting criteria
- **Focus on Traditional Redistricting Criteria**
 - Draw contiguous and compact districts
 - Respect boundaries, neighborhoods, and communities of interest
 - Obtain public testimony, neighborhood/community information, and make a good record
- **Do not Use Race as the Predominant Factor**
 - Focus on traditional race-neutral criteria
- **Comply with the Voting Rights Act**
 - Avoid fracturing or packing minority voters
- **Establish and Follow a Good Process**

SUMMARY OF REDISTRICTING TIMELINE AND PROCESS

Every ten years, local governments use new census data to redraw their district lines to reflect how local populations have changed. Assembly Bill 849 (2019) , also known as the California FAIR MAPS Act, requires cities and counties to engage communities in the redistricting process by holding public hearings and/or workshops and doing public outreach. Based on this same law, the City of Bradbury must finish the 2021 redistricting process by December 15, 2021. Below is the recommended timeline:

Summary of Redistricting Law, Criteria, and Process

2020 Census Report

Pre-Draft Map Public Hearing (Regularly Scheduled CC Meeting)	Tue. September 21, 2021 @ 7:10pm Bradbury Civic Center
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Public Workshop	Mon. October 4, 2021 @ 6pm Bradbury Civic Center
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Presentation and Adoption of Draft City Council Member

District Boundaries Map

Pre-Final Map Public Hearing (Regularly Scheduled CC Meeting)	Tue. October 19, 2021 @ 7:10pm Bradbury Civic Center
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Presentation and Adoption of Final City Council Member

District Boundaries Map (1st Reading)

Pre-Final Map Public Hearing (Regularly Scheduled CC Meeting)	Tue. November 16, 2021 @ 7:10pm Bradbury Civic Center
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Presentation and Adoption of Final City Council Member

District Boundaries Map (2nd Reading)

(Special CC Meeting – Date Tentative)	Tue. December 7, 2021 @ 7:10pm Bradbury Civic Center
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SUMMARY OF 2020 CENSUS DATA

Below is a summary of the 2020 Census data and the 2015-2019 American Community Survey Citizen Voting Age Population Data. The final redistricting dataset for use by the City of Bradbury will be released on September 20, 2021. This will include the state prison population-adjusted data as required by the California FAIR MAPS Act.

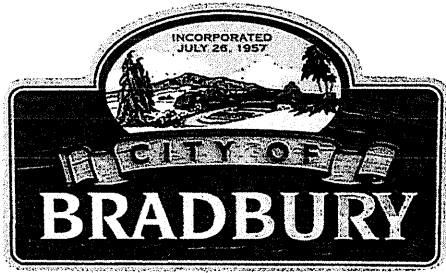
City of Bradbury		
2020 Census Population	921	100.0%
2010 Census Population	1,048	
2000 Census Population	855	
Ideal District Size	184	
2020 Census Voting Age Population (VAP)	772	83.8%
2019 ACS Citizen Voting Age Population (CVAP)	607	65.9%
White Pop	335	36.4%
White VAP	290	37.6%
White CVAP	353	58.2%
Asian Pop	361	39.2%
Asian VAP	311	40.3%
Asian CVAP	175	28.8%
Latino Pop	184	20.0%
Latino VAP	135	17.5%
Latino CVAP	74	12.2%
Black Pop	21	2.3%
Black VAP	17	2.2%
Black CVAP	9	1.5%
Other Pop	20	2.2%
Other VAP	19	2.5%
Other CVAP	0	0.0%

*Based on 2020 Census PL 94-171 data and 2019 American Community Survey data. Does not include the state prison population-adjusted data scheduled for release on September 20, 2021

Due to the small geographic size and population of the City of Bradbury, there will be a need to split at least one Census block in the southeast of the City which contains a population of 227, larger than the ideal size of a Council District and outside of any legal deviation. The current Council district lines established in 2012 utilized parcel data for Council district boundaries, and not Census block geography.

RECOMMENDATION

It is recommended that the City Council field a presentation from Bear Demographics & Research regarding Bradbury's redistricting, open the public hearing and solicit input on a pre-draft map, and finalize the future dates for the City's redistricting meetings.



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: October 19, 2021

SUBJECT: **Consideration of Ordinance No. 378: An Ordinance Of The City Council Of The City Of Bradbury Amending The Bradbury Municipal Code Relating To Filming Permits**

ATTACHMENTS: 1) Ordinance No. 378
2) Film Policy
3) Film Permit Application
4) City's Municipal Code: Secs. 13.02.550—13.02.590.

SUMMARY

At the September City Council meeting, Staff was made aware that language in the City's municipal code directly conflicts with the City's film policy. Since at least 1990, the City has been operating and processing film permits based off of regulations outlined in the film policy. In order for the policy and municipal code to correspond, it is recommended that the City's municipal code be amended so that it complements and does not conflict with the City's film policy.

In moving forward, Staff recommends that the City Council, introduce, waive reading in full, and authorize reading by title only of Ordinance No. 378, and set the second reading; and read the title of Ordinance No. 378, entitled, "AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BRADBURY AMENDING THE BRADBURY MUNICIPAL CODE RELATING TO FILMING PERMITS."

Staff also recommends that the City Council review the film policy and provide feedback as needed.

BACKGROUND

The City's film policy was discussed at the City Council meeting in September. During the discussion, Staff was made aware that the municipal code addresses filming within the City and that the language conflicts with the City's film policy. The filming section in the City's municipal code was established in 1979 and the earliest film policy found was from 1990. This inconsistency appears to have been a longstanding issue since at least 1990. As a result during the September meeting, the City Council determined that all current City filming projects would, by default, abide by the already established municipal code language until the confusion could be resolved.

DISCUSSION

Staff has drafted Ordinance No. 378 (Attachment #1) which includes the following sections:

- Permits and exemptions
- Rules and Regulations
- Applicants and Issuance
- Liability Provisions
- Indemnification
- Violations
- Moviemaking and Television Productions

Ordinance No. 378 reflects portions of the California Film Commission's (CFC) Model Film Ordinance. The CFC is a State department that provides resources for cities, counties and special districts to ensure uniform film ordinances and permit processes throughout the State. Per Government Code 14999.21, it is required that all cities 30 days prior to adoption of a film ordinance submit a draft ordinance to the CFC. The CFC will then review the draft and provide comments within five working days. The Government Code also states that each local government shall provide the CFC with a copy of its adopted filming ordinance.

After Ordinance No. 378 is introduced for a first reading, Staff will submit the ordinance to the CFC. Since Ordinance No. 378 primarily reflects the State's Model Ordinance, Staff does not anticipate there to be significant structural changes to the draft ordinance. If there is feedback, Staff will assess the next steps accordingly. Assuming there will not be any notable changes, Staff will then bring Ordinance No. 378 back to the November City Council meeting for a second reading. Therefore, following the potential timeline, Ordinance No. 378 is expected to be enforceable by December 16, 2021. Ordinance No. 378 will in turn replace the current language in the municipal code related to filming and point to the City's film policy.

While Ordinance No. 378 is in process, the City Council may elect to review the film policy and make any updates needed or desired.

STAFF RECOMMENDATION

Staff recommends that the City Council, introduce, waive reading in full, and authorize reading by title only of Ordinance No. 378, and set the second reading; and read the title of Ordinance No. 378, entitled, "AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BRADBURY AMENDING THE BRADBURY MUNICIPAL CODE RELATING TO FILMING PERMITS."

Staff also recommends that the City Council review the film policy and provide feedback as needed.

Attachment #1

ORDINANCE NO. 378

**AN ORDINANCE OF THE CITY COUNCIL
OF THE CITY OF BRADBURY AMENDING
THE BRADBURY MUNICIPAL CODE
RELATING TO FILMING PERMITS**

**THE CITY COUNCIL OF THE CITY OF BRADBURY DOES ORDAIN AS
FOLLOWS:**

Section 1. Article IV of Chapter 2 Title XIII of the Bradbury Municipal Code is hereby amended in its entirety to read as follows:

Sec. 13.02.600 - Title

This Article shall be known as the Bradbury Filming Ordinance. It is based upon the Model Filming Ordinance promulgated by the California Film Commission, in accordance with Government Code section 14999.20, and has been reviewed by the Commission prior to final adoption by the City Council.

Sec. 13.02.600 - Definitions.

- a. "Motion picture, television, still photography" shall mean and include all activity attendant to staging or shooting commercial motion pictures, television shows or programs, commercials, digital media, still photography and student films produced to satisfy a post-secondary school course requirement at an educational institution in any medium including film, tape or digital format.
- b. "Charitable films" shall mean commercials, motion pictures, television, digital media or still photography produced by a nonprofit organization, which qualifies under Section 501(c)(3) of the Internal Revenue Code as a charitable organization. No person, directly or indirectly, shall receive a profit from the marketing and production of the film or from showing the films, tapes, or photos.
- c. "News Media" shall mean the photographing, filming or videotaping for the purpose of spontaneous, unplanned television news broadcasts ("breaking news") or reporting for print media by reporters, photographers or camerapersons.
- d. "Studio" shall mean a fixed place of business certified as such by a local fire authority having jurisdiction where filming activities (motion or still photography) are regularly conducted upon the premises.

Sec. 13.02.610 – Permits and Exemptions.

- a. Permit required: No person shall use any public or private property, facility or residence for the purpose of taking motion pictures, television, digital media or commercial still photography without first applying for and receiving a permit from the City Manager or designee of the City.
- b. Exemptions:
 - 1) News Media: The provisions of this Chapter shall not apply to or affect reporters, photographers or camerapersons in the employ of a newspaper, news service, or similar entity engaged in on-the-spot print media, publishing or broadcasting, of news events concerning those persons, scenes or occurrences which are in the news and of general public interest.
 - 2) Personal/Family Video: The recording of visual images (motion or still photography) solely for private personal use, and not for commercial use.
 - 3) Studio Filming: Filming activities (motion or still photography) conducted at a studio.

Sec. 13.02.620 – Rules and Regulations.

The City Manager is hereby authorized and directed to promulgate rules and regulations, subject to approval by the City Council, governing the form, time and location of any film activity set forth within the City. The City Manager shall also provide for the issuance of permits. The rules and regulations shall be based upon the following criteria:

- a. The health and safety of all persons;
- b. Mitigation of disruption to all persons within the affected area;
- c. The safety of property within the City; and
- d. Traffic congestion at particular locations within the City.

Sec. 13.02.630 – Applicants and Issuance.

- a. Issuing Authority: The issuing authority shall be the City of Bradbury.
- b. Applications: Applicants shall complete all portions of the City's Film Permit Application Form.
- c. Fee Schedule: The issuing authority may adopt a fee schedule.
- d. Change of Date: Upon the request of the applicant, the issuing authority shall have the power, upon a showing of good cause, to change the date for which the permit has been issued, provided established limitations are complied with in respect to time, location, and neighboring residents and associations have been notified at least five days prior to the filming is to occur.

Sec. 13.02.640 – Appeals

Any person may appeal issuance or denial of the application, or the permit conditions to the City Council prior to or subsequent to issuance in the manner provided in Section 13.01.130.

Sec. 13.02.650 – Liability Provisions.

- a. **Liability Insurance:** Before a permit is issued, a certificate of insurance will be required in an amount of not less than \$2,000,000 naming the City as an additional insured for protection against claims of third persons for personal injuries, wrongful deaths, and property damage. Higher liability limits or separate aerial coverage shall be required for the use of helicopters and/or drones. City officers and employees shall also be named as additional insured. The City Manager may permit lower limits for insurance in cases where \$2,000,000 is impractical such as student films. An applicant must provide evidence of insurance coverage that will not expire until the completion of all planned production activities, including the strike and restoration of all locations. A copy of the certificate will remain on file.
- b. **Worker's Compensation Insurance:** An applicant shall conform to all applicable Federal and State requirements for Worker's Compensation Insurance for all persons operating under a permit.
- b. **Hold Harmless Agreement:** An applicant shall execute a hold harmless agreement as provided by the City prior to the issuance of a permit under this ordinance.
- c. **Security Deposit:** To ensure cleanup and restoration of location sites, an applicant may be required to submit a refundable deposit (amount to be determined by the City). Upon completion of filming and inspection of the site by the city/county, if no verifiable damage has occurred, the security deposit shall be returned to the applicant.

Sec. 13.02.660 – Violations

- a. Any violation or failure to comply with any of the requirements of this Article, the City's Film Policy, or a permit issued pursuant thereto, shall constitute a misdemeanor, subject to daily penalties as set forth in section 1.03.010 (d) of this Code.
- b. Notwithstanding the foregoing, at the discretion of the City Manager or designee, any such violation may be charged and prosecuted as an infraction, subject to the daily penalties set forth in section 1.03.010 (e) of this Code.
- c. Notwithstanding the foregoing, and in addition to, or in lieu of criminal prosecution, any violation of this Article, the City's Film Policy, or a permit issued pursuant thereto, may be subject to administrative enforcement pursuant to section 1.05.070 of this Code.

- d.** In addition to the foregoing, if an applicant violates any of the provisions of this Article, the City's Film Policy, or a permit issued pursuant thereto, the City may provide the applicant with verbal or written notice of such violation. If the applicant fails to correct the violation, the City may revoke the permit and all activity must cease.

Section 2. Section 13.01.340 of the Bradbury Municipal Code is hereby amended to read as follows:

Sec. 13.01.340. Moviemaking and television productions.

For every person conducting, maintaining or operating moviemaking or television production activities within the City, including all activities governed by Article IV of Chapter 2 Title XIII of this Code, there shall be a daily license fee for the conduct of such activities on private or public property, in an amount as established by the City Council from time to time. The City Clerk is hereby authorized to waive a portion of the said License Fee to an amount no less than \$500.00 per day where, because of the amount of time the activities would take, or because of the scope and/or location of the activities, a lower license fee is justified.

Section 3. If any provision of this Ordinance is held to be unconstitutional, it is the intent of the City Council that such portion of this Ordinance be severable from the remainder and that the remainder be given full force and effect.

Section 4. The City Clerk shall certify to the adoption of this Ordinance.

PASSED, APPROVED and ADOPTED this _____ day of _____, 2021.

Elizabeth Bruny
Mayor

ATTEST:

Claudia Saldana
City Clerk

STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES) ss.
CITY OF BRADBURY)

I, Claudia Saldana, City Clerk of the City of Bradbury, do hereby certify that the foregoing ordinance, being Ordinance No. _____, was duly passed by the City Council of the City of Bradbury, signed by the Mayor of said City, and attested by the City Clerk, all at a regular meeting of the City Council held on the _____ day of _____, 2021, that it was duly posted and that the same was passed and adopted by the following vote, to wit:

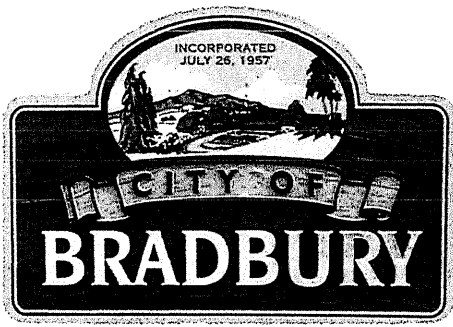
AYES:

NAYS:

ABSENT:

Claudia Saldana
City Clerk
City of Bradbury

Attachment #2



Administrative Policy Manual

Policy No: 12-01

Original Date: January 17, 2012

Approved: *Kevin Kearney*

SUBJECT: Film Policy

PURPOSE: To outline policies relating to obtaining the necessary approvals for the issuance of film (which includes features, commercials, movies, music videos, photography, student and television) permits.

BACKGROUND

In accordance with Bradbury Municipal Code Section 13.01.340, the City of Bradbury issues Film Permits to businesses and individuals who wish to film on public or private property within the City limits. Filming activities include but are not limited to all on-site preparation (prep), filming and all breakdown (strike) activities. The City Manager has the discretion to impose additional conditions to the City Film Permits in order to protect the welfare and safety of residents. Failure to comply with any of the stated conditions shall be grounds for revoking the permit.

POLICY

Requirements to Obtain a Film Permit

A completed application must be submitted no later than 5 days before filming begins (including prep).

- ✓ The application must contain approvals from the Los Angeles County Sheriff's Department and Los Angeles County Fire Department.
- ✓ When necessary approval from the Homeowners Association must be obtained.
- ✓ Approval of residents within 500 feet of the subject location must be obtained. The approval must be in the form of a petition, signature card, facsimile or email and is subject to City verification. Approvals must be from property owners/tenants over the age of 18 for each parcel located within a 500 feet perimeter of the property where the filming is taking place.
- ✓ A filming layout diagram and parking plan must be submitted with the application. All vehicles and equipment must be parked in designated areas only. Should directional signage be required it should be minimal in both size and color and be kept to a minimum. Parking on public streets is strongly discouraged. Parking of film vehicles or the blocking of streets by vehicles belonging to the Production Company or production staff without authorization and identification will be cited by the Sheriff's Department.

- ✓ Certificates of Insurance must be attached.
- ✓ At the discretion of the City, a Community Services Officer (CSO) may be present during all filming that occurs within City limits. The City contracts with the CSO and costs may be associated with the service.

Film Production Hours of Operation

Filming activity may take place between the working hours of 7:00 am and 10:00 pm Monday through Friday only, excluding legal holidays. Extended hours may be considered depending on impact to the community.

7:00 am to 10:00 pm “working hours”

- 75% approval is required from all property owners and/or tenants, over the age of 18 for each parcel within 500 feet of the perimeter of the property on which filming is to take place with consideration of verified abstentions from the City Manager.

10:00 pm to 7:00 am Monday – Friday/ Saturday and Sunday all day: “extended hours”

- 100% approval is required from all property owners and/or tenants, over the age of 18 for each parcel within 500 feet of the perimeter of the property on which filming is to take place with consideration of verified abstentions from the City Manager.

Insurance

The Production Company shall be required to present to the City (attached to the application) a Certificate of Insurance with the following coverage:

- ✓ General Liability Insurance in an amount not less than \$2,000,000 naming the City of Bradbury, its officers, employees, agents and volunteers as additional insured for protection against claims of third persons for personal injuries, wrongful deaths and property damage and to indemnify the City for damage to City property arising out of the applicant's Film Activity. The certificate shall not be subject to cancellation or modification until after thirty days written notice to the City. Such insurance shall be evidenced by the Standard General Liability Special Endorsement Form mandated by the California Film Commission which will remain on file with the City.
- ✓ Evidence of Worker's Compensation Insurance for all persons operating under a City Film permit shall be provided as required by State Law.

Fees

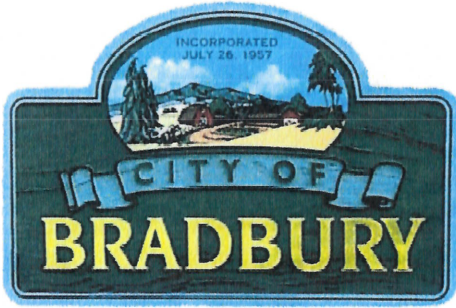
The Production Company shall pay to the City all applicable fees and deposits prior to issuance of a City Film Permit. Any cancellation of the Film Activity after a City Film Permit has been issued will result in a forfeiture of 50% of the permit as a processing

fee. All refund requests must be made in writing and can take up to six weeks for processing.

The permit fee is \$1,030 per day (private or public property). The City Manager may reduce this fee to an amount to no less than \$500 per day; however, the City Council normally expects non-profit filming to pay the full \$1,030. Examples for possible reduction include still self-contained photo shoots, student films for college course work, or public service announcements.

Any negotiations or arrangements for filming activity on private property shall be the concern of the Production Company and the private property owners. The City disclaims any involvement in or responsibility for those negotiations or arrangements.

Attachment #3



City of Bradbury

FILM PERMIT APPLICATION FORM

Today's date: _____

Name of Film Company: _____

(Contact person) (Address) (Phone number)

Filming location: _____
(Address) (Property owner) (Phone number)

Date of filming: from _____ to _____

Hours of filming: from _____ to _____

Name of film/commercial: _____

Specify number and size of vehicles: _____

Where will vehicles be parked? _____
(Parking on public streets is discouraged)

Size of Crew: _____

Will signs be posted? If so, how many? _____
(Signs shall be no larger than 4sq. feet and shall be inoffensive in color, preferably white or off-white and the number of signs shall be kept to a minimum.)

Requirements

Have you provided a certificate of liability insurance in the amount of at least \$2 million, naming the City of Bradbury as an additionally insured? _____

Have you provided a certificate of workers compensation insurance for a minimum of \$1 million? _____

Have you obtained clearance with both the Los Angeles County Fire Department and the Los Angeles County Sheriff's Department? _____ (please attach proof)

Has the Homeowners Association been notified? (if applicable) _____

Is the City's Community Services Officer needed for the filming? _____

City Manager Approval _____ Date _____

Attachment #4

- CODE OF ORDINANCES
Title XIII - BUSINESSES AND PROFESSIONS
CHAPTER 2. - REGULATION OF PARTICULAR BUSINESSES
ARTICLE IV. MOVIEMAKING AND TELEVISION PRODUCTIONS

ARTICLE IV. MOVIEMAKING AND TELEVISION PRODUCTIONS¹

Sec. 13.02.600. Moviemaking or television production defined.

The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Moviemaking or television production includes the transcribing onto film for commercial, educational or institutional purposes, together with the use of equipment and personnel customarily attendant to such activities.

(Prior Code, § 6250)

Sec. 13.02.610. Conduct of activities.

The activities of moviemaking or television production shall be conducted between the hours of 7:00 a.m. and sunset, Monday through Friday only, but excluding legal holidays.

(Prior Code, § 6251)

Sec. 13.02.620. Permit application.

Any applicant for a permit to conduct moviemaking or television production activities shall, in addition to posting the license fees required by Section 13.01.340, file the following:

- (1) Proof of written approval from the applicable private association, if any.
- (2) A bond in such amount as may be required by the applicable private association, if any.
- (3) A statement of conditions, if any, imposed by the Chief of Police.
- (4) A statement of conditions, if any, imposed by the Fire Chief.
- (5) Such bond as may be required by the City Manager.
- (6) A certificate of insurance liability in an amount prescribed by the City Manager and with terms approved by the City Attorney.
- (7) Such other information as the City Manager may require.

(Prior Code, § 6252)

¹State law reference(s)—Uniform Film Permit Act, Government Code § 14999.30 et seq.; authority of any city to adopt ordinances or regulations governing issuance of commercial film permits, Government Code § 14999.36.

Sec. 13.02.630. Action on application.

Upon receipt of the application for permit, the fees required by Section 13.01.340, and the documents enumerated in Section 13.02.620, the City Manager shall grant the permit upon the conditions specified.

(Prior Code, § 6253)

Sec. 13.02.640. Appeal.

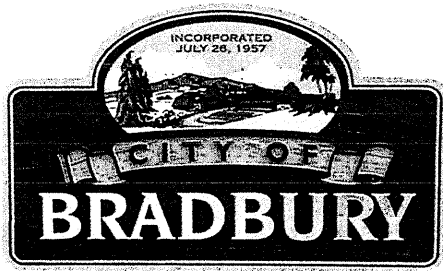
Any person may appeal the permit conditions to the City Council prior to or subsequent to issuance in the manner provided in Section 13.01.130.

(Prior Code, § 6254)

Sec. 13.02.650. Modifications.

After issuance, the permit conditions may be modified at any time by the City Council upon a finding that such modification is necessary for the promotion of the public health, safety, interest and welfare.

(Prior Code, § 6255)



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: October 19, 2021

SUBJECT: **STATE PARKS GENERAL PER CAPITA PROGRAM: ADOPTION OF RESOLUTION NO. 21-20 APPROVING OF A PROJECT APPLICATION FOR THE LEMON AVENUE TRAIL PROJECT**

ATTACHMENTS: 1) Resolution No. 21-20
2) Per Capita Program – Procedural Guide
3) MAP Radius of Severely Disadvantaged Community
4) Staff Report: February 16, 2021

SUMMARY

The State has allocated \$178,655 to the City of Bradbury through their General Per Capita Program. City Staff has identified the creation of the Lemon Avenue Trail as a candidate for funding. Should the City Council desire to fund the project, City Staff would work toward submitting the application. Once the application is approved, City Staff would move forward with preparing the plans and specifications for the trail improvements.

It is recommended that the City Council approve moving forward with designating the Lemon Avenue Trail project as the recipient of the General Per Capita Program and adopt Resolution No. 21-20, which is a required form needed to apply to the grant.

BACKGROUND

The Per Capita Program originates from Proposition 68, placed on the ballot via Senate Bill 5, and approved by voters on June 5, 2018. Funds for the program were appropriated via State Budget item 3790-101-6088(b). Legislative program information is found in the Public Resources Code (PRC) beginning at §80000. Funds are provided through two programs – General Per Capita Program and Urban County Per Capita. This report will

only focus on the applicable General Per Capita Program.

The General Per Capita Program has been allocated \$185,000,000. Funds are available for local park rehabilitation, creation, and improvement grants to local governments on a per capita basis. Grant recipients are encouraged to utilize awards to rehabilitate existing infrastructure and to address deficiencies in neighborhoods lacking access to the outdoors (PRC §80061(a)).

Through the General Per Capita Program, the City of Bradbury has been allocated \$178,655.

ANALYSIS

City Staff has identified the Lemon Avenue Trail as a candidate for funding through the General Per Capita Program. During the February 16, 2021 meeting, City Engineer David Gilbertson presented to the City Council an analysis on the creation of trails on Winston Avenue and Lemon Avenue. The Winston Avenue Trail had a number of challenges associated with the project, such as residences' walls & fencing that needed to be moved and the relocation of power poles. These complexities increased the costs of the Winston Avenue Trail upwards of \$375,000. The Lemon Avenue Trail, however, were free from these complexities, and project costs were estimated at \$145,000. The February 16, 2021 staff report affixed as Attachment #4.

Construction estimates for the Lemon Avenue Trail is still relatively accurate today, with the exception of project fencing. Fencing price is unknown at this time due to its scarcity and long lead times for delivery. The actual unit price of fencing will not be unknown until actual bids are received, but a potential increase in costs is not expected to exceed the grant allocation.

Should the City Council approve Resolution No. 21-20, Staff would move forward with submitting the documents for the grant application. Once the project is approved through the State, Staff would then return to the City Council at a later meeting to present the project plans and specifications for the trail improvements.

FINANCIAL ANALYSIS

The State has allocated \$178,655 to the City of Bradbury through their General Per Capita Program. The grant program requires a 20% match, unless the project is within a radius of a severely disadvantaged community. After checking the grant's 'Per Capita match calculator', City Staff determined that the project does fall within the radius of a Severely Disadvantaged Community (Attachment #3). Meaning, there is no match needed from the City of Bradbury if the Lemon Avenue Trail is designated as a project.

RECOMMENDATION

It is recommended that the City Council approve moving forward with designating the Lemon Avenue Trail project as the recipient of the General Per Capita Program and adopt Resolution No. 21-20, which is a required form needed to apply to the grant.

ATTACHMENT #1

Resolution No. 21-20

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BRADBURY APPROVING APPLICATION(S) FOR PER CAPITA GRANT FUNDS

WHEREAS, the State Department of Parks and Recreation has been delegated the responsibility by the Legislature of the State of California for the administration of the Per Capita Grant Program, setting up necessary procedures governing application(s); and

WHEREAS, said procedures established by the State Department of Parks and Recreation require the grantee's Governing Body to certify by resolution the approval of project application(s) before submission of said applications to the State; and

WHEREAS, the grantee will enter into a contract(s) with the State of California to complete project(s);

NOW, THEREFORE, BE IT RESOLVED that the Bradbury City Council hereby:

1. Approves the filing of project application(s) for Per Capita program grant project(s); and
2. Certifies that said grantee has or will have available, prior to commencement of project work utilizing Per Capita funding, sufficient funds to complete the project(s); and
3. Certifies that the grantee has or will have sufficient funds to operate and maintain the project(s), and
4. Certifies that all projects proposed will be consistent with the park and recreation element of the City of Bradbury's general or recreation plan (PRC §80063(a)), and
5. Certifies that these funds will be used to supplement, not supplant, local revenues in existence as of June 5, 2018 (PRC §80062(d)), and
6. Certifies that it will comply with the provisions of §1771.5 of the State Labor Code, and
7. (PRC §80001(b)(8)(A-G)) To the extent practicable, as identified in the "Presidential Memorandum--Promoting Diversity and Inclusion in Our National Parks, National Forests, and Other Public Lands and Waters," dated January 12, 2017, the City of Bradbury will consider a range of actions that include, but are not limited to, the following:
 - A. Conducting active outreach to diverse populations, particularly minority, low income, and disabled populations and tribal communities, to increase awareness within those communities and the public generally about specific programs and opportunities.

- B. Mentoring new environmental, outdoor recreation, and conservation leaders to increase diverse representation across these areas.
 - C. Creating new partnerships with state, local, tribal, private, and nonprofit organizations to expand access for diverse populations.
 - D. Identifying and implementing improvements to existing programs to increase visitation and access by diverse populations, particularly minority, low-income, and disabled populations and tribal communities.
 - E. Expanding the use of multilingual and culturally appropriate materials in public communications and educational strategies, including through social media strategies, as appropriate, that target diverse populations.
 - F. Developing or expanding coordinated efforts to promote youth engagement and empowerment, including fostering new partnerships with diversity-serving and youth-serving organizations, urban areas, and programs.
 - G. Identifying possible staff liaisons to diverse populations.
8. Agrees that to the extent practicable, the project(s) will provide workforce education and training, contractor and job opportunities for disadvantaged communities (PRC §80001(b)(5)).
 9. Certifies that the grantee shall not reduce the amount of funding otherwise available to be spent on parks or other projects eligible for funds under this division in its jurisdiction. A one-time allocation of other funding that has been expended for parks or other projects, but which is not available on an ongoing basis, shall not be considered when calculating a recipient's annual expenditures. (PRC §80062(d)).
 10. Certifies that the grantee has reviewed, understands, and agrees to the General Provisions contained in the contract shown in the Procedural Guide; and
 11. Delegates the authority to the Bradbury City Manager, or designee to conduct all negotiations, sign and submit all documents, including, but not limited to applications, agreements, amendments, and payment requests, which may be necessary for the completion of the grant scope(s); and
 12. Agrees to comply with all applicable federal, state and local laws, ordinances, rules, regulations and guidelines.

Approved and adopted the 19th day of October, 2021.

Mayor – City of Bradbury

I, the undersigned, hereby certify that the foregoing Resolution No. 21-20 was duly adopted by the City Council of the City of Bradbury following a roll call vote:

AYES:

NOES:

ABSENT:

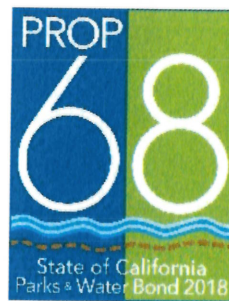
City Clerk – City of Bradbury

ATTACHMENT #2

**Procedural Guide
for the
California Drought, Water, Parks, Climate, Coastal
Protection, and Outdoor Access for All Act of 2018**

PER CAPITA PROGRAM

September 2020



**State of California
The Natural Resources Agency
Department of Parks and Recreation
Office of Grants and Local Services (OGALS)**

"Creating Community through People, Parks, and Programs"

Send correspondence to:

Street Address for Overnight Mail:

Calif. Dept. of Parks and Recreation
Office of Grants and Local Services
1416 Ninth Street, Room 918
Sacramento, CA 95814

Mailing Address:

Calif. Dept. of Parks and Recreation
Office of Grants and Local Services
P.O. Box 942896
Sacramento, CA 94296-0001

Phone: (916) 653-7423

Website: <http://www.parks.ca.gov/grants>

2018-2019 California State Budget, Chapter 29

Budget Item 3790-101-6088 (b) - \$185,000,000 shall be available for the Local Park Rehabilitation, Creation in Urban Areas Program, consistent with subdivision (a) of Section 80061 of the Public Resources Code.

**STATE OF CALIFORNIA
DEPARTMENT OF PARKS AND RECREATION**



Department Mission

The mission of the California Department of Parks and Recreation is to provide for the health, inspiration, and education of the people of California by helping to preserve the state's extraordinary biological diversity, protecting its most valued natural and cultural resources, and creating opportunities for high-quality outdoor recreation.

Community Engagement Division Mission

The mission of the Community Engagement Division is to encourage healthy communities by connecting people to parks, supporting innovative recreational opportunities, embracing diversity, fostering inclusivity, and delivering superior customer service, with integrity for the enrichment of all.

The Office of Grants and Local Services Mission

The mission of the Office of Grants and Local Services is to address California's diverse recreational, cultural and historical resource needs by developing grant programs, administering funds, offering technical assistance, building partnerships and providing leadership through quality customer service.

OGALS VISION GOALS

To Be:

- A leader among park and recreation professionals.
- Proactive in anticipating public park and recreation needs and how new legislation and grant programs could best meet these needs.
- Honest, knowledgeable and experienced grant administration facilitators.
- Sensitive to local concerns while mindful of prevailing laws, rules and regulations.
- Perceptive to opportunities for partnerships, growth and renewal where few existed before.
- Committed to providing quality customer service in every interaction and transaction.
- Responsive to the needs of applicants, grantees, nonprofit organizations, local governments, legislative members, and department employees.

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Words and terms shown in SMALL CAPS are in the definitions section.

Per Capita Program Summary

Background

This program originates from Proposition 68, placed on the ballot via Senate Bill 5 (DeLeon, Chapter 852, statutes of 2017), and approved by voters on June 5, 2018. Funds for the program were appropriated via State Budget item 3790-101-6088(b). Legislative program information is found in the Public Resources Code (PRC) beginning at §80000 (see page 51). OGALS retains the right to waive requirements not mandated by statute. Funds are provided for two programs, as described below:

General Per Capita Program: \$185,000,000

Funds are available for local park rehabilitation, creation, and improvement grants to local governments on a per capita basis. Grant recipients are encouraged to utilize awards to rehabilitate existing infrastructure and to address deficiencies in neighborhoods lacking access to the outdoors (PRC §80061(a)).

Urban County Per Capita: \$13,875,000

Additional funds are available for Per Capita grants to cities and districts in urbanized counties (*a county with a population of 500,000 or more*) providing park and recreation services within jurisdictions of 200,000 or less in population. An entity eligible to receive funds under this subdivision shall also be eligible to receive funds available under the General Per Capita Program (PRC §80061(b)).

Eligible Recipients (PRC §80062)

Sixty percent (60%) of the General Per Capita funds are allocated to the following entities based on population. The minimum allocation is \$200,000.

- Cities
- Eligible Districts, other than a regional park district, regional park and open-space districts, and regional open-space districts¹

Forty percent (40%) of the General Per Capita funds are allocated to the following entities based on population. The minimum allocation is \$400,000.

- Counties
- Regional park districts, regional park and open space districts, and regional open space districts

Allocations

Visit OGALS' [Per Capita webpage](http://www.parks.ca.gov/percapita) at www.parks.ca.gov/percapita for allocations.

¹ For purposes of this chapter, "district" means any regional park district, regional park and open-space district, or regional open-space district formed pursuant to Article 3 (commencing with §5500) of Chapter 3 of Division 5, any recreation and park district formed pursuant to Chapter 4 (commencing with §5780) of Division 5, or any authority formed pursuant to Division 26 (commencing with §35100). With respect to any community or unincorporated region that is not included within a district, and in which no city or county provides parks or recreational areas or facilities, "district" also means any other entity, including, but not limited to, a district operating multiple-use parklands pursuant to Division 20 (commencing with §71000) of the Water Code.

Eligible Projects

- PROJECTS must be capital outlay for recreational purposes, either acquisition or DEVELOPMENT. Do not submit combined acquisition and DEVELOPMENT projects, rather submit separate APPLICATION PACKETS for each PROJECT type.
- Multiple PROJECTS may be completed under one contract; each PROJECT requires a separate APPLICATION PACKET.
- A PROJECT can only have one location. One PROJECT serving several parks is not permitted.
- GRANTEES are encouraged to partner with other GRANTEES on PROJECTS (PRC §80063(b)). See page 54 for information on allocation transfers.

Match

PROJECTS not serving a “severely disadvantaged community” (median household income less than 60% of the statewide average) require a 20% match (see page 13) (PRC §80061(c)).

No Supplanting

GRANTEES must use Per Capita grant funds to supplement existing expenditures, rather than replace them (PRC §80062(d)). For example, a GRANTEE has a budget for recreational capital expenditures of \$500,000 per year, and is receiving a \$200,000 allocation under the Per Capita program. The budget cannot be reduced to \$300,000, with the Per Capita funds making up the difference.

Similarly, if a PROJECT has been approved by the governing body, and a funding source has been identified, *Per Capita funds cannot be swapped in as a new funding source unless the prior funding source is applied to other identified recreational capital projects.*

GRANTEES should keep all documents indicating intent to use Per Capita grant funds for PROJECTS.

Grant Process Overview

The GRANT PERFORMANCE PERIOD is shown on the contract. Visit OGALS' [Per Capita webpage](http://www.parks.ca.gov/percapita) at www.parks.ca.gov/percapita for deadlines and current information on each step in the process listed below.

1. **OGALS Mandatory Grant Administration Workshops** will be held statewide. All recipients are required to attend.
2. **Resolution:** GRANTEE passes one resolution approving the filing of *all* applications associated with the contract, and provides a copy to OGALS.
3. **APPLICATION PACKET(s):** The GRANTEE defines the PROJECT SCOPE(s) and amount of GRANT funds needed for each PROJECT. As PROJECTS are identified, the GRANTEE submits individual APPLICATION PACKET(s) to OGALS. OGALS reviews each APPLICATION PACKET and sends a letter of approval to the GRANTEE or requests additional information.
4. **Contract:** OGALS sends a contract to the GRANTEE once the OGALS has received and approved APPLICATION PACKET(S) equaling the total contract amount.
 - a. The contract section, beginning on page 42, includes a sample contract.
 - b. The GRANTEE must return the contract signed by the AUTHORIZED REPRESENTATIVE to OGALS.
 - c. OGALS returns a copy of the fully executed contract to the GRANTEE.
5. **Payments and end of GRANT PERFORMANCE PERIOD:** GRANTEE requests payments for eligible costs. The grant payments section, beginning on page 33, provides payment request instructions and forms.
 - a. The GRANTEE may request payments after each PROJECT is approved by OGALS.
 - b. The GRANTEE completes PROJECT SCOPE(s).
 - c. The GRANTEE sends PROJECT COMPLETION PACKET(s) to OGALS.
 - d. OGALS processes the final payment request after each PROJECT is complete as documented by the GRANTEE in the PROJECT COMPLETION PACKET, and as verified by OGALS by conducting a site inspection.
6. **Accounting and Audit:** DPR's Audits Office may conduct an audit. The GRANTEE is required to retain all PROJECT records, including source documentation with original signatures, for five years following issuance of the final GRANT payment or PROJECT termination, whichever is later. The Accounting and Audit Section, beginning on page 48, provides directions and an Audit Checklist for DPR audit and accounting requirements.

Authorizing Resolution

GRANTEE passes *one* resolution approving the filing of *all* APPLICATION PACKETS associated with the contract, and forwards a copy to OGALS.

The Authorizing Resolution on the following page may be reformatted; however, the *language provided in the resolution must remain unchanged*.

The Authorizing Resolution serves two purposes:

1. It is the means by which the GRANTEE'S Governing Body agrees to the terms of the contract; it provides confirmation that the GRANTEE has the funding to complete, operate and maintain PROJECTS associated with the contract.
2. Designates a position title to represent the Governing Body on all matters regarding PROJECTS associated with the contract. The incumbent in this position is referred to as the AUTHORIZED REPRESENTATIVE.

Resolution items 4, 5, 7, 8 and 9 are required by Proposition 68.

Complete the highlighted areas of the Authorizing Resolution (beginning on following page). The AUTHORIZED REPRESENTATIVE can delegate signatory authority to other individuals (by position title) either in entirety or for particular documents. This may be included in item 11 of the resolution, or the AUTHORIZED REPRESENTATIVE may submit a letter (on letterhead) or email to OGALS delegating authority.

Resolution Form

Resolution Number: (insert number here)

RESOLUTION OF THE (Title of Governing Body/City Council, Board of Supervisors) OF (City, County, or District) APPROVING APPLICATION(S) FOR PER CAPITA GRANT FUNDS

WHEREAS, the State Department of Parks and Recreation has been delegated the responsibility by the Legislature of the State of California for the administration of the Per Capita Grant Program, setting up necessary procedures governing application(s); and

WHEREAS, said procedures established by the State Department of Parks and Recreation require the grantee's Governing Body to certify by resolution the approval of project application(s) before submission of said applications to the State; and

WHEREAS, the grantee will enter into a contract(s) with the State of California to complete project(s);

NOW, THEREFORE, BE IT RESOLVED that the (grantee's governing body) hereby:

1. Approves the filing of project application(s) for Per Capita program grant project(s); and
2. Certifies that said grantee has or will have available, prior to commencement of project work utilizing Per Capita funding, sufficient funds to complete the project(s); and
3. Certifies that the grantee has or will have sufficient funds to operate and maintain the project(s), and
4. Certifies that all projects proposed will be consistent with the park and recreation element of the [city/county/district's] general or recreation plan (PRC §80063(a)), and
5. Certifies that these funds will be used to supplement, not supplant, local revenues in existence as of June 5, 2018 (PRC §80062(d)), and
6. Certifies that it will comply with the provisions of §1771.5 of the State Labor Code, and
7. (PRC §80001(b)(8)(A-G)) To the extent practicable, as identified in the "Presidential Memorandum--Promoting Diversity and Inclusion in Our National Parks, National Forests, and Other Public Lands and Waters," dated January 12, 2017, the [city/county/district] will consider a range of actions that include, but are not limited to, the following:
 - (A) Conducting active outreach to diverse populations, particularly minority, low-income, and disabled populations and tribal communities, to increase awareness within those communities and the public generally about specific programs and opportunities.
 - (B) Mentoring new environmental, outdoor recreation, and conservation leaders to increase diverse representation across these areas.
 - (C) Creating new partnerships with state, local, tribal, private, and nonprofit organizations to expand access for diverse populations.

(D) Identifying and implementing improvements to existing programs to increase visitation and access by diverse populations, particularly minority, low-income, and disabled populations and tribal communities.

(E) Expanding the use of multilingual and culturally appropriate materials in public communications and educational strategies, including through social media strategies, as appropriate, that target diverse populations.

(F) Developing or expanding coordinated efforts to promote youth engagement and empowerment, including fostering new partnerships with diversity-serving and youth-serving organizations, urban areas, and programs.

(G) Identifying possible staff liaisons to diverse populations.

8. Agrees that to the extent practicable, the project(s) will provide workforce education and training, contractor and job opportunities for disadvantaged communities (PRC §80001(b)(5)).
9. Certifies that the grantee shall not reduce the amount of funding otherwise available to be spent on parks or other projects eligible for funds under this division in its jurisdiction. A one-time allocation of other funding that has been expended for parks or other projects, but which is not available on an ongoing basis, shall not be considered when calculating a recipient's annual expenditures. (PRC §80062(d)).
10. Certifies that the grantee has reviewed, understands, and agrees to the General Provisions contained in the contract shown in the Procedural Guide; and
11. Delegates the authority to the (designated position, not name of person occupying position), or designee to conduct all negotiations, sign and submit all documents, including, but not limited to applications, agreements, amendments, and payment requests, which may be necessary for the completion of the grant scope(s); and
12. Agrees to comply with all applicable federal, state and local laws, ordinances, rules, regulations and guidelines.

Approved and adopted the _____ day of _____, 20_____.

I, the undersigned, hereby certify that the foregoing Resolution Number _____ was duly adopted by the (grantee's governing body) following a roll call vote:

Ayes: _____

Noes: _____

Absent: _____

(Clerk)

Application Packet

- GRANTEE may submit multiple APPLICATION PACKETS.
- Separate APPLICATION PACKETS are required for each PROJECT site and/or PROJECT type.
- Provide all APPLICATION PACKET items in the order shown in the following checklist.
- Submitted documents need not contain original signatures; but the GRANTEE must keep all original signed documents.
- GRANTEES are encouraged to submit documents digitally, as .pdf files. Do not send the APPLICATION PACKET as one file. E-mail each checklist item to the PROJECT OFFICER as a separate digital file, labeled using the digital file names indicated on the application checklist.
- If submitting hard copies, number all pages of the APPLICATION PACKET.

Any costs incurred prior to finalizing the contract are at the GRANTEE'S own risk.



State of California – The Natural Resources Agency
DEPARTMENT OF PARKS AND RECREATION

Application Packet Checklist

GRANTEES must complete the checklist below and submit it with the APPLICATION PACKET.
An APPLICATION PACKET is not complete unless all items on the checklist are submitted.
Each PROJECT requires its own APPLICATION PACKET.

Check if not applicable	Check if included	Application Item	Procedural Guide Page #	Check when signed by AUTHORIZED REPRESENTATIVE	Application Packet Page #
	<input type="checkbox"/>	Application Packet Checklist Digital file name: checklist.pdf	Pg. 11		Pg.____
	<input type="checkbox"/>	Application Digital file name: application.pdf	Pg. 12	<input type="checkbox"/>	Pg.____
	<input type="checkbox"/>	Development Project Scope/Cost Estimate, or Digital file name: devscope.pdf	Pg. 19	<input type="checkbox"/>	Pg.____
	<input type="checkbox"/>	Acquisition Requirements Digital file names: acqscope.pdf & acqdocs.pdf	Pg. 14	<input type="checkbox"/>	Pg.____
	<input type="checkbox"/>	Funding Sources Form Digital file name: fundingsources.pdf	Pg. 20	<input type="checkbox"/>	Pg.____
	<input type="checkbox"/>	Per Capita Match Calculator Digital file name: match.pdf	Pg. 13	<input type="checkbox"/>	Pg.____
	<input type="checkbox"/>	CEQA Compliance Certification Digital file name: ceqa.pdf	Pg. 21	<input type="checkbox"/>	Pg.____
	<input type="checkbox"/>	Land Tenure documentation Digital file names: ownership.pdf or nonownership.pdf	Pg. 21		Pg.____
	<input type="checkbox"/>	Sub-Leases or Agreements Digital file name: otheragreements.pdf	Pg. 24		Pg.____
	<input type="checkbox"/>	Site Plan Digital file name: siteplan.pdf	Pg. 24		Pg.____
	<input type="checkbox"/>	GHG Emissions Reduction Worksheet (at completion) Digital file name: emissions.pdf	Pg. 24		Pg.____
	<input type="checkbox"/>	Photos Digital file name: photos.pdf	Pg. 24		Pg.____



State of California – The Natural Resources Agency
DEPARTMENT OF PARKS AND RECREATION

Per Capita Project Application Form

PROJECT NAME	REQUESTED GRANT AMOUNT \$
PROJECT SITE NAME and PHYSICAL ADDRESS where PROJECT is located including zip code (substitute latitude and longitude where no street address is available)	MATCH AMOUNT (if project is not serving a severely disadvantaged community) \$
	LAND TENURE (<input checked="" type="checkbox"/> all that apply) <input type="checkbox"/> Owned in fee simple by GRANTEE <input type="checkbox"/> Available (or will be available) under a () year lease or easement

NEAREST CROSS STREET		
Project Type (Check one) Acquisition <input type="checkbox"/> Development <input type="checkbox"/>		
COUNTY OF PROJECT LOCATION		
GRANTEE NAME AND MAILING ADDRESS		
AUTHORIZED REPRESENTATIVE AS SHOWN IN RESOLUTION		
Name (typed or printed) and Title	Email address	Phone
GRANT CONTACT-For administration of grant (if different from AUTHORIZED REPRESENTATIVE)		
Name (typed or printed) and Title	Email address	Phone
GRANT SCOPE: I represent and warrant that this APPLICATION PACKET describes the intended use of the requested GRANT to complete the items listed in the attached Development PROJECT Scope/Cost Estimate Form or acquisition documentation. I declare under penalty of perjury, under the laws of the State of California, that the information contained in this APPLICATION PACKET, including required attachments, is accurate.		
Signature of AUTHORIZED REPRESENTATIVE as shown in Resolution		Date
Print Name:		
Title:		

Per Capita Match

PROJECTS that do not serve severely disadvantaged communities (median household income less than 60% of the statewide average) must include 20% match from the GRANTEE (PRC §80061(c)).

Costs incurred to provide match must be eligible costs. Calculate match using the [Per Capita match calculator](https://www.parksforcalifornia.org/percapita) at <https://www.parksforcalifornia.org/percapita>; submit the report with the APPLICATION PACKET.

Costs incurred to provide match must be eligible costs. State funds are not allowed for match. Eligible match sources are:

- Federal funds
- Local funds
- Private funds
- IN-HOUSE EMPLOYEE SERVICES
- Volunteer labor – must maintain time and attendance records showing actual hours worked (see <https://independentsector.org> for [volunteer hourly wage value](#))

Match and Eligible Costs

The match is 20% but grantee must show 25% in additional costs if match is required. For example:

Determining the match amount:

PROJECT amount:	\$125,000
20% match:	(\$25,000)
GRANT amount:	\$100,000

Submitting costs for reimbursement

GRANT amount:	\$100,000
25% in additional costs:	\$25,000
PROJECT amount:	\$125,000

In summary, the 20% match calculation is based on the PROJECT amount, not on the GRANT amount.

Acquisition Projects

Acquisition Rules

1. Purchase price cannot exceed the appraised value, even if the GRANTEE is willing to pay the difference.
2. Land cannot be acquired through eminent domain.
3. Associated acquisition costs, such as appraisals, escrow fees, title insurance, etc., combined must be less than 25% of the PROJECT costs.
4. A deed restriction must be recorded on the property after the acquisition is complete (see page 29).
5. Land must be open to the public for recreational purposes within three years from the date the final payment is issued by the State Controller's Office (SCO).²
6. GRANTEE must provide Title Insurance.
7. PROJECTS must be consistent with the park and recreation element of the [city/county/district's] general or recreation plan (PRC §80063(b)).
8. Per Capita funds must be used to supplement, not supplant, local revenues in existence as of June 5, 2018 (PRC §80062(d)).

Acquisition Grant Scope/Cost Estimate

Provide the following information on a document signed by the AUTHORIZED REPRESENTATIVE:

- A brief description, for example, "Acquisition of approximately (enter total acreage to be acquired) for the development of park by (enter date no later than three years from the date final payment is issued by the SCO)."
- Estimated total costs for land and relocation
- Estimated total costs other than the purchase price and relocation costs, such as appraisals, escrow fees, title insurance fees, deed restriction recordation costs

Acquisition Documentation

For each parcel to be acquired, submit these documents:

1. An appraisal conducted within the last twelve months
2. A separate letter from an independent third party, AG rated appraiser certified by the California Office of Real Estate Appraisers stating the appraisal was reviewed, and was completed using acceptable methods
3. County Assessor's parcel map, showing parcel number and parcel to be acquired
4. Estimated value of each parcel to be acquired with a description of how that value was determined (such as the listed price on MLS, in-house estimation, website evaluation, assessed value)
5. Acreage of each parcel to be acquired
6. A description of any encumbrances that will remain on the property, such as grazing, timber, mineral rights or easements

² Grantees will see this date on their project complete letter – "A final payment was issued by the SCO on xx/xx/20xx"

7. A brief description of the intended recreational use of the land with the estimated date by which the site will be open to the public for recreational purposes

For easement acquisitions, in addition to the requirements above, provide:

8. A copy of the proposed easement guaranteeing the authority to use the property for the purposes specified in the application.

For relocation costs, in addition to the requirements above, provide:

9. A letter signed by the AUTHORIZED REPRESENTATIVE, listing the relocation costs for each displaced tenant, certifying that the relocation amount does not exceed the maximum allowed pursuant to Government Code §7260-7277.

Eligible Acquisition Costs

- IN-HOUSE EMPLOYEE SERVICES – see accounting rules (page 48)
- GRANT/PROJECT administration and accounting
- Public meetings/focus groups/design workshop
- Appraisals, escrow fees, surveying, other costs associated with acquisition
- Cost of land

Ineligible Acquisition Costs – Cannot be charged to the grant

- Costs to fulfill any mitigation requirements imposed by law (PRC §80020)
- Acquisitions where purchase price is greater than appraised value
- Costs for land acquired through eminent domain or condemnation
- Costs incurred outside the GRANT performance period
- Development costs

Development Projects

Development Project Rules

1. PROJECTS must be consistent with the park and recreation element of the GRANTEE'S general or recreation plan (PRC §80063(b)).
2. Per Capita funds must be used to supplement, not supplant, local revenues in existence as of June 5, 2018 (PRC §80062(d)).
3. Contracted work must comply with the provisions of §1771.5 of the State Labor Code.
4. GRANTEE must have adequate liability insurance, performance bond, or other security necessary to protect the State and GRANTEE'S interest against poor workmanship, fraud, or other potential loss associated with the completion of the PROJECT.
5. PRE-CONSTRUCTION COSTS may not exceed 25% of the PROJECT amount.
6. The primary purpose of any building constructed or improved must be public recreation. For example, renovating a gymnasium that includes office space for staff is eligible; renovating GRANTEE'S office building is not.
7. PROJECTS must be accessible, including an accessible path of travel to the PROJECT.

Eligible Development Costs

All costs must be incurred within the GRANT PERFORMANCE PERIOD. Costs listed below are examples of eligible costs, and not inclusive. Contact OGALS if you have any questions regarding a PROJECT cost.

Eligible Pre-construction Costs – up to 25% of PROJECT costs; incurred prior to groundbreaking as determined by the GRANTEE

- Public meetings, focus groups, design workshops
- Plans, specifications, construction documents, and cost estimates
- Permits
- CEQA
- Bid preparation and packages
- IN-HOUSE EMPLOYEE SERVICES prior to groundbreaking
- GRANT/PROJECT administration and accounting prior to groundbreaking

Eligible Construction Costs – up to 100% of the PROJECT costs; incurred after groundbreaking.

- Construction – necessary labor and construction activities to complete the PROJECT, including site preparation (demolition, clearing and grubbing, excavation, grading), onsite implementation and construction supervision
- Equipment – Equipment use charges (rental and in-house) must be made in accordance with GRANTEE'S normal accounting practices.
- Bond and other signs
- Premiums on hazard and liability insurance to cover personnel or property
- Site preparation
- Purchase and installation of equipment: security cameras, lighting, signs, display boards, sound systems, video equipment, etc.
- Construction management: including site inspections and PROJECT administration

- Miscellaneous: other costs incurred during the construction phase, such as transporting materials, equipment, or personnel, and communications
- IN-HOUSE EMPLOYEE SERVICES after groundbreaking
- GRANT/PROJECT administration and accounting after groundbreaking

Ineligible Development Costs – Cannot be charged to the grant

- PRE-CONSTRUCTION COSTS that exceed 25% of the PROJECT costs
- Development to fulfill any mitigation requirements imposed by law (PRC §80020)
- All non-capital costs, including interpretive and recreational programming, software and software development
- Construction or improvements to facilities that are not primarily designated for recreational purposes, such as park district offices
- Construction outside the boundaries of the recreation facility
- Furniture or equipment not site specific *and* not necessary for the core function of a new facility (non-capital outlay)
- Costs incurred before or after the GRANT PERFORMANCE PERIOD
- Indirect costs – overhead business expenses of the GRANTEE'S fixed or ordinary operating costs (rent, mortgage payments, property taxes, utilities, etc.)
- Food and beverages
- Out-of-state travel
- Fundraising and grant writing
- Repairs – activities performed to a section of a structure that are intended to allow the continued use.
- Maintenance – activities intended to be performed on a regular basis to maintain the expected useful life of a structure.

Distinguishing capital outlay (eligible) from maintenance and repair (not eligible):

- Capital outlay – building something new, or for existing structures, activities intended to boost the condition beyond its original or current state.
- Repairs – activities performed to a section of a structure that are intended to allow the continued use.
- Maintenance – activities intended to be performed on a regular basis to maintain the expected useful life of a structure.

Examples:

Roof – replacing broken shingles is maintenance; fixing a hole is repair; replacing the roof is capital outlay.

Playground – adding additional fall material is maintenance; fixing the chains on a swing set is repair; replacing the play structures is capital outlay.

Windows – repairing the glazing is maintenance; replacing broken panes is repair; replacing the windows is capital outlay.

Accounting Rules for In-House Employee Services

GRANTEES must follow these accounting practices for services performed by its employees to be eligible for reimbursement:

- Maintain time and attendance records as charges are incurred, identifying the employee through a name or other tracking system, and that employee's actual time spent on the PROJECT.
- Time estimates, including percentages, for work performed on the PROJECT are not acceptable.
- Time sheets that do not identify the specific employee's time spent on the PROJECT are not acceptable.
- Costs of the salaries and wages must be calculated according to the GRANTEE'S wage and salary scales, and may include benefit costs such as vacation, health insurance, pension contributions and workers' compensation.
- Overtime costs may be allowed under the GRANTEE'S established policy, provided that the regular work time was devoted to the same PROJECT.
- May not include overhead or cost allocation. These are the costs generally associated with supporting an employee, such as rent, personnel support, IT, utilities, etc.
- If planning to claim IN-HOUSE EMPLOYEE SERVICES costs, provide a sample timesheet for OGALS review to confirm these accounting practices are being followed.



State of California – The Natural Resources Agency
DEPARTMENT OF PARKS AND RECREATION

Development Project Scope/Cost Estimate Form

GRANTEE:	PROJECT Name
----------	--------------

Development project scope (Describe the project in 30 words or less):

Project Scope Items - ☐ all that apply:

Install new	Renovate existing	Replace existing	Recreation Element
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Pool, aquatic center, splash pad
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Trails or walking paths
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Landscaping or irrigation
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Group picnic, outdoor classrooms, other gathering spaces
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Play equipment, outdoor fitness equipment
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Sports fields, sports courts, court lighting
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Community center, gym, other indoor facilities
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Restroom, concession stand
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Other:
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Other:
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Minor elements which support one or more of the recreation elements checked above: benches, lighting, parking, signage, etc.

PRE-CONSTRUCTION (costs incurred prior to ground-breaking, such as design, permits, bid packages, CEQA); up to 25% of total PROJECT cost. \$

Construction \$

Total PROJECT cost \$

Subtract GRANTEE match if not in severely disadvantaged community (20% of total PROJECT cost, see page 13) Less match -\$

Total GRANT amount requested \$

The GRANTEE understands that all elements listed on this form must be complete and open to the public before the final grant payment will be made.

AUTHORIZED REPRESENTATIVE Signature

Date

Print Name and Title



State of California – The Natural Resources Agency
DEPARTMENT OF PARKS AND RECREATION

Funding Sources Form

GRANTEE:	PROJECT Name
----------	--------------

PROJECTS funded by the program are not complete until the PROJECT SCOPE is complete, and the PROJECT is open to the public. PROJECTS will:

- Be entirely funded by the GRANT, *or*
- Require funds in excess of the GRANT.

If the PROJECT requires funds in excess of the GRANT, the SCOPE of the PROJECT may be either the SCOPE of the larger project, or a subset of the larger project.

For example, if the PROJECT is \$100,000 towards construction of a \$500,000 park, the SCOPE can be the \$500,000 park, or a \$100,000 element of the park, such as a playground, that can be complete and open to the public.

- ☐ The PROJECT will be entirely funded by the GRANT, *or*
- ☐ The PROJECT requires funds in excess of the GRANT:
- ☐ The SCOPE is the same as the scope of the larger project, *or*
 - ☐ The SCOPE is a subset of a larger project, the scope of that larger project is:

Larger project cost: \$

Anticipated completion date:

List all funds that will be used. Submit revised Funding Sources form should funding sources be added or modified.

Funding Source	Date Committed	Amount
Per Capita/State of California	July 1, 2018	\$
		\$
		\$

I represent and warrant that I have full authority to execute this Funding Sources Form on behalf of the GRANTEE. I declare under penalty of perjury, under the laws of the State of California, that this status report, and any accompanying documents, for the above-mentioned GRANT is true and correct to the best of my knowledge.

AUTHORIZED REPRESENTATIVE Signature

Date

Print Name and Title



State of California – The Natural Resources Agency
DEPARTMENT OF PARKS AND RECREATION
CEQA Compliance Certification

GRANTEE:

Project Name:

Project Address:

Is CEQA complete? ☐Yes ☐No Is completing CEQA a PROJECT SCOPE item? ☐Yes ☐No

What document was filed, or is expected to be filed for this project's CEQA analysis:

Date complete/expected to be completed

- ☐ Notice of Exemption (attach recorded copy if filed)
☐ Notice of Determination (attach recorded copy if filed)
☐ Other:

If CEQA is complete, and a Notice of Exemption or Notice of Determination was not filed, attach a letter from the Lead Agency explaining why, certifying the project has complied with CEQA and noting the date that the project was approved by the Lead Agency.

Lead Agency Contact Information	
Agency Name:	
Contact Person:	
Mailing Address:	
Phone: ()	Email:

Certification:

I hereby certify that the above referenced Lead Agency has complied or will comply with the California Environmental Quality Act (CEQA) and that the project is described in adequate and sufficient detail to allow the project's construction or acquisition.

I further certify that the CEQA analysis for this project encompasses all aspects of the work to be completed with grant funds.

AUTHORIZED REPRESENTATIVE Signature

Date

Print Name and Title

FOR OGALS USE ONLY

CEQA Document	Date Received	PO Initials
<input type="checkbox"/> NOE <input type="checkbox"/> NOD		

Land Tenure

The purpose of the land tenure requirement is to verify that the GRANTEE has sufficient legal rights to the property to fulfill the terms of the contract.

- PROJECT amounts up to \$100,000 require at least 20 years of land tenure at the site to be acquired or developed.
- PROJECT amounts greater than \$100,000 require at least 30 years of land tenure at the site to be acquired or developed.
- The 20- or 30-year land tenure requirement begins on July 1, 2018.
- The GRANTEE remains responsible for fulfillment of the terms of the contract, even if the GRANTEE's land tenure agreement changes within the contract PERFORMANCE PERIOD.

Land Tenure Ownership Documentation

If the GRANTEE owns the PROJECT site in fee simple, provide one of the following:

- Deed or deed recordation number, or
- Title report, or
- Tract map or assessor's map with owner's name

Land Tenure Non-Ownership Documentation

If the GRANTEE does not own the PROJECT site in fee simple, provide:

- Land Tenure Agreement Checklist (page 22)
- Signed land tenure agreement

If the grantee does not own the project site in fee simple, and the existing land tenure agreement does not meet the requirements in the Land Tenure Checklist, provide

- Land Tenure Agreement Checklist (page 22)
- Signed land tenure agreement
- An explanation as to how the existing land tenure agreement adequately protects the State's interest. OGALS will review and determine if the land tenure is sufficient.

Land Tenure Agreement Checklist

If the GRANTEE does not own the land in fee simple, complete this checklist. Attach a copy of the signed land tenure agreement. Identify the page numbers where the required items can be found in the land tenure agreement and highlight the provisions in the agreement where the information is located. *All items are required.*

Land Tenure Checklist

GRANTEE:		PROJECT Name
<input checked="" type="checkbox"/>	Page	Required Item
<input type="checkbox"/>		Type of agreement: For example: lease, joint powers agreement, easement, memorandum of understanding, etc. <hr style="border: 0; border-top: 1px solid black; margin-top: 5px;"/>
<input type="checkbox"/>		Parties to the agreement (land owner must be public agency or utility) and date signed: <div style="display: flex; justify-content: space-between;"> <div style="width: 60%;"> Party <hr style="border: 0; border-top: 1px solid black; margin-top: 5px;"/> <hr style="border: 0; border-top: 1px solid black; margin-top: 5px;"/> <hr style="border: 0; border-top: 1px solid black; margin-top: 5px;"/> </div> <div style="width: 35%;"> Date Signed <hr style="border: 0; border-top: 1px solid black; margin-top: 5px;"/> <hr style="border: 0; border-top: 1px solid black; margin-top: 5px;"/> <hr style="border: 0; border-top: 1px solid black; margin-top: 5px;"/> </div> </div>
<input type="checkbox"/>		Term of the agreement: _____ years
<input type="checkbox"/>		Agreement end date: _____ <ul style="list-style-type: none"> Grant amounts up to \$100,000 require at least 20 years of land tenure. Grant amounts above \$100,000 require at least 30 years of land tenure. The land tenure requirement begins on July 1, 2018.
<input type="checkbox"/>		Renewal option: Must include an option, which can be non-binding, for the GRANTEE to renew the agreement beyond the original 20 or 30 year term.
<input type="checkbox"/>		Termination clause: Any of the following is acceptable: <ul style="list-style-type: none"> No termination clause – the agreement is non-revocable. Termination clause specifies the agreement is revocable only for cause. The termination clause cannot allow the land owner to revoke the agreement without cause, i.e., at will.
<input type="checkbox"/>		Site Control, Roles and Responsibilities should the GRANT be awarded, the agreement: <ul style="list-style-type: none"> Authorizes the GRANTEE to <i>proceed with the construction</i> PROJECT. The GRANTEE may delegate construction to other entities. Establishes <i>when the general public can use</i> the PROJECT and gives GRANTEE <i>permission to operate</i> the PROJECT site (such as scheduling recreational programs). The GRANTEE may delegate operational roles to other entities but is bound through the contract provisions to ensure full public access for the duration of the land tenure period. Identifies which entity will <i>maintain</i> the PROJECT site. The GRANTEE may delegate maintenance to other entities but is bound through the contract provisions to ensure maintenance of the PROJECT site for the duration of the land tenure period.

Site Plan

Provide a drawing showing where all the items listed in the project scope/Cost Estimate Form will be located. To ensure that any building use meets the requirements of the program, include the function and approximate square footage of each room within buildings that are part of the scope, and the approximate total square footage of the buildings. It does not need to be a detailed engineering rendering.

Sub-leases or Agreements

Provide a list of all *other* leases, agreements, memoranda of understanding, etc., affecting PROJECT property or its operation and maintenance.

Photos

Provide photos that will establish a “before” comparison for the site to be improved.

Greenhouse Gas Emissions Reduction and Carbon Sequestration.³

If your PROJECT involves tree planting, follow the instructions below and submit with the PROJECT COMPLETION PACKET.

Before getting started, gather the following PROJECT information:

- Tree species
- Size of trees at planting
- Information on the distance and direction to the nearest building (if applicable)
- Information on the age and climate control of any nearby buildings (if applicable)
- Information about the tree’s growing conditions

Getting started:

1. Navigate to the i-Tree site at <https://planting.itreetools.org> and select the tab for a new project.
2. On the Location map, select your state, county and city, and then click Next.
3. Configure the project parameters⁴:
 - “Electricity emissions factor” enter 285 and select kilograms
 - “Fuel emissions factor” enter 53.1 and select kilograms
 - “Years for the project” is the age of the trees 40 years from when they are planted. So, if the trees will be four years old at the time of planting, enter 44.
 - “Tree mortality” enter 0
4. Tree Planting Configurations
 - Enter the tree groups for the project; create a new group for each new species or for each new location.
 - Species – select the species; add multiple species by creating new groups.

³ PRC §80001(b)(7)

⁴ Project parameters are from the California Air Resources Board’s “Quantification Methodology for the California Natural Resources Agency Urban Greening Grant Program.”

- DBH – tree diameter four feet above the ground at time of planting.
- Distance to nearest tree – select from drop down menu
- Tree is (north, south, east or west) of Building – select the direction the tree is located to the nearest climate-controlled building.
- Climate controls – select the type of climate controls the nearby building has installed. If a tree is more than 60 feet away from a climate-controlled building, select “none.”
- Condition – select the overall health of the trees at the time of planting.
- Exposure to sunlight – select the amount of sun that reaches the tree, based on its surroundings.
- Number of trees – enter the number of trees that are the same species and the same characteristics (e.g. distance to building, location in respect to building, exposure to sunlight, etc.) If some of these characteristics change, multiple lines of the same species should be input into the tool.

Once all the groups are entered, click **next**

5. Print the report in landscape mode, and submit it to OGALS.

Special Requirements

- Status Reports (page 26)
- Bond Act Sign (page 28)
- Deed Restriction (page 29)

Status Report

OGALS will send a Status Report every six months until receipt of a PROJECT COMPLETION PACKET. Payment requests will not be processed if Status Reports are overdue. See sample on following page.

Sample Status Report – Due xx/xx/20xx (30 days from mail date)

Grantee:

Project Number:

Project Name:

Project Scope:

Project Phase: ☐ Pre-Construction/Pre-Acquisition ☐ Acquisition and/or Construction

When will you submit your next payment request?

For how much?

Estimated date of project completion:

Potential obstacles affecting completion:

Is the project: On Time? yes/no Within Budget? yes/no Within Scope? yes/no If no, explain:

Describe grant-funded work completed since last status report submitted on (DATE):

Are CCC or certified local corps working on this project? Yes/No

Provide photos showing work completed since (DATE)

Describe grant-funded work expected to be completed by (MailDate + 6 mos)

If there have been any changes to the proposed funding for this project, attach a revised Funding Sources Form.

Provide information on payments to be submitted over the next three years:

Between 7/1/20 and 6/30/21	Between 7/1/21 and 12/31/21	Between 1/1/22 and 6/30/22	Between 7/1/22 and 12/30/22	Between 1/1/23 and 6/30/23	Between 7/1/23 and 12/30/23	After 1/1/24
\$	\$	\$	\$	\$	\$	\$

The purpose of this data is to help the State estimate borrowing needs; you will not be held to these estimates.

I represent and warrant that I have full authority to execute this Grant Progress Status Report on behalf of the Grantee. I declare under penalty of perjury, under the laws of the State of California, that this status report, and any accompanying documents, for the above-mentioned Grant is true and correct to the best of my knowledge.

AUTHORIZED REPRESENTATIVE Signature

Date

Print Name and Title

(*Certification to above information requires a signature by a person authorized in the resolution)

Bond Act Sign

A sign acknowledging the California Drought, Water, Parks, Climate, Coastal Protection, and Outdoor Access for All Act of 2018 as the funding source for the project must be installed during construction and at completion (PRC §80001(b)(3)). If appropriate, the same sign can be used during construction and completion.

Sign requirements

The sign must be available during construction, at the final inspection of the PROJECT, and remain in place for a minimum of four (4) years from date of PROJECT completion. There is no minimum or maximum size other than the minimum size for the logo, as long as the sign contains the required wording.

Sign Language

All signs must contain the following language:

GAVIN NEWSOM, GOVERNOR

Wade Crowfoot, Secretary for Natural Resources

Armando Quintero, Director, California Department of Parks and Recreation

Use the names of the current officials. The name of the director of the local agency or other governing body may be added. The sign may also include names (and/or logos) of other partners, organizations, individuals and elected representatives.

Logo

All signs must display the Parks and Water Bond Act logo (shown on the cover of this guide). Display the logo to maximize visibility and durability. [Download the logo](http://resources.ca.gov/grants/logo-art/) at <http://resources.ca.gov/grants/logo-art/>. Each edge of the logo must be a minimum of 24" x 24". Exceptions may be approved, when appropriate, at OGALS' discretion.

Sign Construction

All materials used shall be durable and resistant to the elements and graffiti.

Sign Cost

The cost of the sign(s) is an eligible PROJECT cost. Permanent signage is encouraged.

Appropriateness of Signs

For projects where the required sign may be out of place or affected by local sign ordinances, OGALS may authorize a sign that is more appropriate to the project.

State Approval

GRANTEE shall submit the proposed number, locations, size, and language of signs for preliminary review. Final payments will not be processed until post completion signage has been approved and installed.

Deed Restriction

The Deed Restriction restricts the title to the property, safeguarding the property for purposes consistent with the GRANT for the duration of the CONTRACT PERFORMANCE PERIOD.

If the GRANTEE owns the PROJECT land, a Deed Restriction must be recorded on the title to the property before OGALS will approve any grant payments. If the GRANTEE is acquiring land, a deed restriction is required before the PROJECT is complete.

A Deed Restriction *is not required* if the GRANTEE does not own the PROJECT land, such as where the GRANTEE is improving property it has access to under a lease agreement.

Deed Restriction Instructions

1. The GRANTEE must own the PROJECT land and have an encumbered contract for the GRANT amount.
2. The PROJECT OFFICER will send the Deed Restriction to the GRANTEE. *Do not alter the Deed Restriction.* The GRANTEE takes the following steps:
 1. Add ownership information to **Paragraph I of the Deed Restriction:** [formal name of GRANTEE] *Insert ownership information as it appears on the deed.*
 2. *Create 3 copies (GRANTEE copy, OGALS copy and recorder's copy) of the Deed restriction and the required attachments:*
 - (1) Exhibit A: Label this attachment "Exhibit A (Legal Description of Property)." Include a formal legal description of every parcel of property to which grant funds will be used for the development and/or acquisition thereof. This information can be obtained from the grant deed or title policy. (The assessor's parcel number or a street address is NOT a valid legal description.) and,
 - (2) Exhibit B: Label this attachment "Exhibit B (Grant Contract)" and include a complete copy of the Grant Contract and provisions signed by the AUTHORIZED REPRESENTATIVE and the State of California.
3. *Notarize it:* Take the following documents to a notary. OGALS recommends submitting these documents to the OGALS PROJECT OFFICER for review prior to notarizing.
 - Unsigned and undated Deed Restriction
 - Exhibit A (Legal Description of Property)
 - Exhibit B (Grant Contract)

The AUTHORIZED REPRESENTATIVE dates and signs the Deed Restriction signature page in the presence of a notary. The notary will complete a Notary Acknowledgement (Civil Code §1189).

4. *Record it:* Take the notarized documents bulleted above to the County Recorder's Office of the county in which the property is located. Ask the County Clerk to record the Deed Restriction with Notary Acknowledgement, Exhibit A, and Exhibit B, on the title to the property.
5. *Send it:* Send a copy of the notarized and recorded documents bulleted above to the OGALS PROJECT OFFICER.

RECORDING REQUESTED BY:
California Department of Parks and Recreation
Office of Grants and Local Services

WHEN RECORDED MAIL TO:
Office of Grants and Local Services
PO Box 942896
Sacramento, CA 94296-0001
Attn: [Project Officer]

DEED RESTRICTION

I. WHEREAS, insert ownership information as it appears on the deed
(hereinafter referred to as "Owner(s)" is/are recorded owner(s) of the real property described in Exhibit A, attached and incorporated herein by reference (hereinafter referred to as the "Property"); and

II. WHEREAS, the California Department of Parks and Recreation
(hereinafter referred to as "DPR") is a public agency created and existing under the authority of section 5001 of the California Public Resources Code (hereinafter referred to as the "PRC"). And

III. WHEREAS, Owner(s) (or Grantee) received an allocation of grant funds pursuant to the California Drought, Water, Parks, Climate, Coastal Protection, and Outdoor Access For All Act of 2018 Per Capita Program for improvements on the Property; and

IV. WHEREAS, on (enter date), DPR's Office of Grants and Local Services conditionally approved Grant [project number], (hereinafter referred to as "Grant") for improvements on the Property, subject to, among other conditions, recordation of this Deed Restriction on the Property; and

V. WHEREAS, but for the imposition of the Deed Restriction condition of the Grant, the Grant would not be consistent with the public purposes of the Per Capita Program and the funds that are the subject of the Grant could therefore not have been allocated; and

VI. WHEREAS, Owner(s) has/have elected to comply with the Deed Restriction requirement of the Grant, so as to enable Owner(s), to receive the Grant funds and perform the work described in the Grant;

NOW, THEREFORE, in consideration of the issuance of the Grant funds by DPR, the undersigned Owner(s) for himself/herself/themselves and for his/her/their heirs, assigns, and successors-in-interest, hereby irrevocably covenant(s) with DPR that the condition of the grant (set forth at paragraph(s) 1 through 5 and in Exhibit B hereto) shall at all times on and after the date on which this Deed Restriction is recorded constitute for all purposes covenants, conditions and restrictions on the use and enjoyment of the Property that are hereby attached to the deed to the Property as fully effective components thereof.

1. DURATION. This Deed Restriction shall remain in full force and effect and shall bind Owner(s) and all his/her/their assigns or successors-in-interest for the period running from July 1, 20xx to June 30, 20xx (20 years) or June 30, 20xx (30 years).

2. TAXES AND ASSESSMENTS. It is intended that this Deed Restriction is irrevocable and shall constitute an enforceable restriction within the meaning of a) Article XIII, section 8, of the California Constitution; and b) section 402.1 of the California Revenue and Taxation Code or successor statute. Furthermore, this Deed Restriction shall be deemed to constitute a servitude upon and burden to the Property within the meaning of section 3712(d) of the California Revenue and Taxation Code, or successor statute, which survives a sale of tax-deeded property.

3. RIGHT OF ENTRY. DPR or its agent or employees may enter onto the Property at times reasonably acceptable to Owner(s) to ascertain whether the use restrictions set forth above are being observed.

4. REMEDIES. Any act, conveyance, contract, or authorization by Owner(s) whether written or oral which uses or would cause to be used or would permit use of the Property contrary to the terms of this Deed Restriction will be deemed a violation and a breach hereof. DPR may pursue any and all available legal and/or equitable remedies to enforce the terms and conditions of this Deed Restriction up to and including a lien sale of the property. In the event of a breach, any forbearance on the part of DPR to

enforce the terms and provisions hereof shall not be deemed a waiver of enforcement rights regarding such breach, or any subsequent breach.

SEVERABILITY. If any provision of these restrictions is held to be invalid, or for any reason becomes unenforceable, no other provision shall be affected or impaired.

AUTHORIZED REPRESENTATIVE Signature

Date

Print Name and Title

Business Name (if property is owned by a business):

Additional signature, if required

Date

Print Name and Title

Grant Payments

Payments may be requested after a PROJECT is approved and the contract is encumbered. Payment requests are processed through the State Controller's Office and mailed to the GRANTEE approximately six to eight weeks from the date OGALS approves the request.

Payment Rules

1. A Grant Expenditure Form (see page 35) is required with all reimbursement and final payment requests.
2. Payment requests prior to groundbreaking are limited to 25% of the PROJECT amount.
3. Payments before the final payment may not exceed 80% of the PROJECT amount. 20% of the PROJECT amount is retained for the final reimbursement.
4. A deed restriction is required prior to processing any reimbursement payments except an acquisition ADVANCE.
5. Group costs together to avoid frequent payment requests. Reimbursement requests greater than \$10,000 are encouraged.
6. For PROJECTS where match is required, GRANTEES must show eligible costs equal to 125% of the requested reimbursement amount (see page 13).
7. Complete CEQA prior to requesting any construction reimbursement.
8. Provide a sample timesheet to the PROJECT OFFICER *prior to* incurring any IN-HOUSE EMPLOYEE SERVICES costs, and if claiming IN-HOUSE EMPLOYEE SERVICES costs, provide a sample timesheet with each reimbursement payment request.
9. Provide a summary list of bidders, recommendation by reviewer of bidders, awarding by governing body and contract agreement to the PROJECT OFFICER *prior to requesting reimbursement* for costs on contracts requiring a bid process.
10. Provide construction progress photos, including a photo with the construction sign visible on the PROJECT site (see page 28), with all construction payment requests.
11. OGALS may withhold payment if the GRANTEE has outstanding issues, such as:
 - breach of any other contract with OGALS
 - an unresolved audit exception
 - an outstanding conversion
 - park sites closed or inadequately maintained
 - overdue Project Status Reports
 - other unmet grant requirements

Payment Request Form Instructions

- All payment request types (reimbursement, final, ADVANCE) require this form.
- Payment requests may be submitted by e-mail to the PROJECT OFFICER.
- Round all amounts to the nearest whole dollar.
- A Grant Expenditure Form (see page 35) is required with all reimbursement and final payment requests.
- Complete the Payment Request Form as follows:
 1. PROJECT Number - Number assigned by OGALS when this PROJECT was approved.
 2. Contract Number - As shown in Certification of Funding section of the contract
 3. APPLICANT - GRANTEE name as shown on the contract
 4. PROJECT Title - Name of the PROJECT as shown in the Application
 5. Type of Payment – check appropriate box on form
 6. Payment Information – always round to the nearest dollar.
 7. Send Warrant To - AGENCY name, address and contact person
 8. Signature of AUTHORIZED REPRESENTATIVE according to the Resolution

Payment Request Form

State of California - Natural Resources Agency
DEPARTMENT OF PARKS AND RECREATION

PAYMENT REQUEST State Grant Programs

See Instructions on Page 2.

1. PROJECT NUMBER	2. CONTRACT NUMBER
3. APPLICANT	
4. PROJECT NAME	
5. TYPE OF PAYMENT	
<input type="checkbox"/> Advance <input type="checkbox"/> Reimbursement <input type="checkbox"/> Final	
6. PAYMENT INFORMATION (Round all figures to the nearest dollar)	
a. Grant Project Amount	\$
b. Funds Received To Date	\$
c. Available (a. minus b.)	\$
d. Amount Of This Request	\$ <input style="width: 150px;" type="text"/>
e. Remaining Funds After This Payment (c. minus d.)	\$
7. SEND WARRANT TO:	
AGENCY NAME	
STREET ADDRESS	
CITY/STATE/ZIP CODE	
8. CERTIFICATION AND SIGNATURE OF PERSON AUTHORIZED IN RESOLUTION	
<i>I represent and warrant that I have full authority to execute this payment request on behalf of the Grantee. I declare under penalty of perjury, under the laws of the State of California, that this report, and any accompanying documents, for the above-mentioned Grant is true and correct to the best of my knowledge.</i>	
SIGNATURE OF PERSON AUTHORIZED IN RESOLUTION	TITLE DATE
FOR CALIFORNIA DEPARTMENT OF PARKS AND RECREATION USE ONLY	
PAYMENT APPROVAL SIGNATURE	DATE

DPR 212 (Rev. 3/2015)(Excel 3/3/2015)(Page 1 of 2)

Grant Expenditure Form

All payment requests require a summary of costs incurred. An electronic version of the [grant expenditure form](http://www.parks.ca.gov/grants) is available at www.parks.ca.gov/grants. GRANTEES may use their own spreadsheet if it contains the required information shown below. Keep copies of invoices or warrants with the PROJECT records, available to OGALS on request. Only provide the following information to OGALS:

PROJECT Number:

Warrant/ Check #(1)	Date(2)	Recipient(3)	Purpose(4)	Pre-Construction Amount(5)	Construction Amount(6)
------------------------	---------	--------------	------------	-------------------------------	---------------------------

PRE-CONSTRUCTION Subtotal (5)	\$
Construction Subtotal (6)	\$
Grand Total (5) + (6)	\$

List only ELIGIBLE COSTS charged to the GRANT.

Column (1) Electronic payment numbers/electronic funds transfer numbers in the "Warrant/Check Number" column are acceptable. Include an "EP" next to the electronic payment numbers/electronic funds transfer numbers.

If IN-HOUSE EMPLOYEE SERVICES or GRANTEE'S own equipment was used, a work order or other tracking number can be used instead of a check/warrant number.

Column (2) Date payment was made to recipient. If IN-HOUSE EMPLOYEE SERVICES were used, provide the date range with a summary of actual hours worked, and a sample timesheet.

Column (3) Name of Contractor, IN-HOUSE EMPLOYEE SERVICES, or other entity providing services and/or materials.

Column (4) SCOPE item related to the expenditure and a brief description, such as "playground design," "community center permits," "walkway materials," "sports field construction."

Column (5) PRE-CONSTRUCTION costs eligible for up to 25% of the GRANT.

Column (6) DEVELOPMENT costs eligible for up to 100% of GRANT.

Project Completion Packet

PROJECT COMPLETION PACKETS must be submitted by March 31st of the year the contract expires.

GRANTEES are encouraged to submit documents digitally, as .pdf files. E-mail the documents to the PROJECT OFFICER as separate digital files, labeled as the document item. GRANTEES should follow up with PROJECT OFFICER to confirm documents were received.

The final payment (not less than 20% of the PROJECT amount) will be processed after PROJECT COMPLETION and the following occurs:

1. Approval of the PROJECT COMPLETION PACKET (page 37).
2. Site inspection by the PROJECT OFFICER to verify PROJECT COMPLETION.

To request the final payment and complete the PROJECT, the GRANTEE must submit the following documents:

1. Payment Request Form (page 35)
2. Grant Expenditure Form (page 35)
3. Final Funding Sources Form (page 20)
4. GHG Emissions Reduction Worksheet (page 24)
5. PROJECT COMPLETION Certification Form (page 38)
6. Photo of the bond act sign and location (page 28)
7. Recorded Deed Restriction, if not already provided (page 29)
8. Completed CEQA, if not already provided (page 21)
9. Notice of Completion (optional)⁵
10. Audit checklist with items checked that GRANTEE will retain for five years following receipt of final payment (page 50)

For acquisition PROJECTS, the GRANTEE must submit these additional documents:

1. A copy of the recorded deed to the property
2. A map sufficient to verify the description of the property including parcel numbers and acreage
3. Copy of title insurance policy
4. Copy of title report

⁵ OGALS recommends that the GRANTEE file a Notice of Completion with the County Recorder pursuant to State of California Civil Code §3093. Filing the Notice of Completion is not a PROJECT COMPLETION requirement.



State of California – The Natural Resources Agency
DEPARTMENT OF PARKS AND RECREATION

Project Completion Certification Form

Grantee:

Project Number:

Grantee contact for audit purposes

Name:

Address:

Phone: ()

Email:

Project completion – list the grant scope items:

Provide revised Funding Sources Form

Interest earned on advanced funds: \$

Interest spent on eligible costs: \$

Was a Notice of Completion filed with the County Recorder or other appropriate entity?

Yes / No

Certification:

I hereby certify that all Grant funds were expended on the above-named Project and that the Project is complete and we have made final payment for all work done.

I have read California Penal Code §118 and understand that every person who testifies, declares, deposes, or certifies under penalty of perjury and willfully states as true any material matter which he or she knows to be false, is guilty of perjury, which is a felony punishable by imprisonment in state prison for two, three, or four years.

Furthermore, I have read California Penal Code §72 and understand that every person who, with the intent to defraud, presents for allowance or for payment to any state board or officer, or to any county, city, or District board or officer, authorized to allow or pay the same if genuine, any false or fraudulent claim, bill, account, voucher, or writing, is guilty of a felony-misdemeanor punishable either by imprisonment in county jail for a period of not more than one year, by a fine not exceeding one thousand dollars, or both, or by imprisonment in state prison, by a fine not exceeding ten thousand dollars, or both.

I represent and warrant that I have full authority to execute this Project Completion Certification on behalf of the Grantee. I declare under penalty of perjury that the foregoing certification of Project Completion for the above-mentioned Grant is true and correct.

AUTHORIZED REPRESENTATIVE Signature

Date

Print Name and Title

Advance Payments

- OGALS reserves the right to disapprove ADVANCE payment requests.
- Past performance, GRANTEE capacity, and the GRANTEE's financial resources will all be considered before issuing an ADVANCE.
- *GRANTEES that are unable to finance a considerable portion of their PROJECTS are encouraged to seek an allocation transfer (page 54).*
- ADVANCE payments may be requested for costs the GRANTEE will incur within the next six months.
- ADVANCE funds must be placed in an interest-bearing account. Any interest earned on those funds *must* be spent within six months of receipt.
- The sum of DEVELOPMENT ADVANCES cannot exceed 50% of the PROJECT amount.

Pre-Construction Advance

Payment Type	Maximum Request	When to Request	Documents to Send to PROJECT OFFICER
Costs to be incurred in next six months	Preconstruction estimate shown on Development Project SCOPE/Cost Estimate Form	After the contract has been encumbered	<ul style="list-style-type: none">• Payment Request Form• ADVANCE justification (see below)• Sample timesheet if funds will be spent on IN-HOUSE EMPLOYEE SERVICES

Construction Advance

Payment Type	Maximum Request	When to Request	Documents to Send to PROJECT OFFICER
Costs to be incurred in next six months	No more than 50% of the grant amount.	After the contract has been encumbered, and construction will commence during the next six months	<ul style="list-style-type: none">• Payment Request Form• ADVANCE justification (see below)• Bid documents (see page 33, number 9)• Copy of signed contract and a notice to proceed or IN-HOUSE EMPLOYEE SERVICES schedule• Filed NOD or NOE (page Error! Bookmark not defined.)• Sample timesheet if funds will be spent on IN-HOUSE EMPLOYEE SERVICES

Advance Justification

Provide the following information:

- Explanation as to why an ADVANCE is needed instead of a reimbursement. Describe any hardships the GRANTEE will experience if a reimbursement were issued instead of an ADVANCE.
- A payment schedule, with a month-by-month estimate, for up to six months, showing the anticipated amount needed, and to whom the funds will be paid (IN-HOUSE EMPLOYEE SERVICES or name of contractor). The six-month period should begin six to eight weeks after payment request is submitted.

- A funding plan, indicating how the GRANTEE intends to provide cash flow to the percentage of the PROJECT exceeding the 50% ADVANCE limit.
- A statement indicating the GRANTEE will put the advanced funds into a separate, interest bearing account, and spend any interest earned on the PROJECT.
- An acknowledgement that all invoices and contracts pursuant to which payments are made shall be made available to OGALS on demand.

Clearing the Advance

ADVANCES must be cleared with six months of receipt, or earlier. ADVANCES should be cleared incrementally, that is, as costs are incurred.

An ADVANCE is cleared as follows:

- Submit a grant expenditure form (see page 35) documenting expenditures of eligible costs equal to the ADVANCE amount *plus any earned interest* (or 125% of the ADVANCE amount if match is required).
- Submit photos of construction completed and the construction sign (see page 28) with the ADVANCE funds (for construction ADVANCES).
- Return the balance of unspent GRANT funds to OGALS no later than thirty days after the end of the six-month ADVANCE period.
- OGALS will then return the GRANT funds to the contract balance. OGALS cannot return interest to the contract balance.

Subsequent Payments

ADVANCE payments must be cleared before *any* payments will be approved.

This requirement may be waived in cases where a PROJECT requires timely payments to contractors, and the remaining balance of unspent ADVANCED funds cannot cover the next PROJECT payment. The following are required to request a waiver:

1. A letter to the PROJECT OFFICER, signed by the AUTHORIZED REPRESENTATIVE, explaining why the waiver is needed.
2. A statement in the letter that the majority of ADVANCED funds has been cleared.
3. A payment schedule with month by month estimates detailing the anticipated amount needed including the unspent balance of previously ADVANCED funds, along with the additional requested reimbursement or ADVANCE.

Acquisition Advance into Escrow

Payment Type	When to Request	Documents to Send
ADVANCES up to 100% of the GRANT and MATCH amounts	After the contract is encumbered and escrow is open	See following instructions 1. Escrow letter 2. Title report cover page 3. Payment request form

The following items are required to request an ADVANCE payment into escrow:

1. A letter on the GRANTEE's letterhead, addressing all of the following elements, and signed by the GRANTEE's AUTHORIZED REPRESENTATIVE:

- a) Name, address and telephone number of the title company or escrow holder, and the escrow account number to which the GRANT funds will be disbursed.
 - b) Copy of the property appraisal and written concurrence (page 14).
 - c) GRANT contract number and amount of GRANT funds requested.
 - d) A statement by the GRANTEE that “the preliminary title report shows that there are no liens, easements, or any other restrictions that would prevent completion of the PROJECT SCOPE and fulfillment of the contract provisions.”
 - e) A statement by the GRANTEE that “all funds (exclusive of the GRANT funds to be provided under this agreement) needed for the completion of the acquisition of the property or properties have been secured and have been or will be deposited to escrow on or about the same date as the requested GRANT funds.” In making this statement, the GRANTEE is entitled to reasonably rely on the representations of the seller.
- 2. Cover page of the preliminary title report.
 - 3. Payment Request Form. The “Send Warrant To” item 7 on the Payment Request Form must be completed using the title company’s or escrow holder’s name, mailing address, and contact person (see page 35).

After approval by OGALS, the payment will be mailed by the State Controller’s Office to the designated escrow company within approximately 30 working days.

Returning Unexpended Advanced Funds for Acquisition

If all or a portion of GRANT funds ADVANCED to the title or escrow company are not expended, the unused portion of the ADVANCED funds must be returned to OGALS within 60 days after completion of the acquisitions), within 60 days of the acquisition withdrawal, or within 60 days after the end of the GRANT PERFORMANCE PERIOD, *whichever is earliest*.

Per Capita Contract



State of California – The Natural Resources Agency
DEPARTMENT OF PARKS AND RECREATION

Sample Grant Contract Per Capita Grant Program

GRANTEE: Grantee Name

GRANT PERFORMANCE PERIOD is from July 1, 2018 through June 30, 2024

CONTRACT PERFORMANCE PERIOD is from July 1, 2018 through June 30, 2048

The GRANTEE agrees to the terms and conditions of this contract (CONTRACT), and the State of California, acting through its Director of the Department of Parks and Recreation, pursuant to the State of California, agrees to fund the total State grant amount indicated below.

The GRANTEE agrees to complete the PROJECT SCOPE(s) as defined in the Development PROJECT SCOPE/Cost Estimate Form or acquisition documentation for the application(s) filed with the State of California.

The General and Special Provisions attached are made a part of and incorporated into the Contract.

Total State grant amount not to exceed \$ [GRANT amount]

GRANTEE

AUTHORIZED REPRESENTATIVE Signature

Date

Print Name and Title

STATE OF CALIFORNIA
DEPARTMENT OF PARKS AND RECREATION

AUTHORIZED REPRESENTATIVE Signature

Date

Print Name and Title

CERTIFICATION OF FUNDING (FOR STATE USE ONLY)					
AMOUNT OF ESTIMATE \$		CONTRACT NUMBER	FUND		
ADJ. INCREASING ENCUMBRANCE \$		APPROPRIATION			
ADJ. DECREASING ENCUMBRANCE \$		ITEM VENDOR NUMBER			
UNENCUMBERED BALANCE \$		LINE ITEM ALLOTMENT	CHAPTER	STATUTE	FISCAL YEAR
T.B.A. NO.	B.R. NO.	INDEX	Funding Source		OBJ. EXPEND
I hereby certify upon my personal knowledge that budgeted funds are available for this encumbrance.					
SIGNATURE OF ACCOUNTING OFFICER			DATE		

I. RECITALS

This CONTRACT is entered into between the California Department of Parks and Recreation (hereinafter referred to as "GRANTOR," "DEPARTMENT" or "STATE") and [grantee name] (hereinafter referred to as "GRANTEE").

The DEPARTMENT hereby grants to GRANTEE a sum (also referred to as "GRANT MONIES") not to exceed \$grant amount, subject to the terms and conditions of this CONTRACT and the 20xx/xx California State Budget, Chapter xx, statutes of 20xx, Item number – 3790-xxx-xxxx (appropriation chapter and budget item number hereinafter referred to as "PER CAPITA GRANT"). These funds shall be used for completion of the GRANT SCOPE(S).

The Grant Performance Period is from July 1, 20xx to June 30, 20xx.

II. GENERAL PROVISIONS

A. Definitions

As used in this CONTRACT, the following words shall have the following meanings:

1. The term "ACT" means the California Drought, Water, Parks Climate, Coastal Protection, and Outdoor Access for All Act of 2018, as referred to in section I of this CONTRACT.
2. The term "APPLICATION" means the individual project APPLICATION packet for a project pursuant to the enabling legislation and/or grant program process guide requirements.
3. The term "DEPARTMENT" or "STATE" means the California Department of Parks and Recreation.
4. The term "DEVELOPMENT" means capital improvements to real property by means of, but not limited to, construction, expansion, and/or renovation, of permanent or fixed features of the property.
5. The term "GRANTEE" means the party described as the GRANTEE in Section I of this CONTRACT.
6. The term "GRANT SCOPE" means the items listed in the GRANT SCOPE/Cost Estimate Form or acquisition documentation found in each of the APPLICATIONS submitted pursuant to this grant.
7. The term "PROCEDURAL GUIDE" means the document identified as the "Procedural Guide for California Drought, Water, Parks, Climate, Coastal Protection, and Outdoor Access For All Act of 2018 Per Capita Program." The PROCEDURAL GUIDE provides the procedures and policies controlling the administration of the grant.

B. Project Execution

1. Subject to the availability of GRANT MONIES in the act, the STATE hereby grants to the GRANTEE a sum of money not to exceed the amount stated in Section I of this CONTRACT, in consideration of, and on condition that, the sum be expended in carrying out the purposes as set forth in the enabling legislation and referenced in the APPLICATION, Section I of this CONTRACT, and under the terms and conditions set forth in this CONTRACT.

The GRANTEE shall assume any obligation to furnish any additional funds that may be necessary to complete the GRANT SCOPE(S).

The GRANTEE agrees to submit any change or alteration from the original GRANT SCOPE(S) in writing to the STATE for prior approval. This applies to any and all changes that occur after

STATE has approved the APPLICATION. Changes in the GRANT SCOPE(S) must be approved in writing by the STATE.

2. The GRANTEE shall complete the GRANT SCOPE(S) in accordance with the time of the Grant Performance Period set forth in Section I of this CONTRACT, and under the terms and conditions of this CONTRACT.
3. The GRANTEE shall comply with the California Environmental Quality Act (Public Resources Code, §21000, et seq., Title 14, California Code of Regulations, §15000 et seq.).
4. The GRANTEE shall comply with all applicable current laws and regulations affecting DEVELOPMENT projects, including, but not limited to, legal requirements for construction contracts, building codes, health and safety codes, and laws and codes pertaining to individuals with disabilities, including but not limited to the Americans With Disabilities Act of 1990 (42 U.S.C. §12101 et seq.) and the California Unruh Act (California Civil Code §51 et seq.).

C. Procedural Guide

1. GRANTEE agrees to abide by the PROCEDURAL GUIDE.
2. GRANTEE acknowledges that STATE may make reasonable changes to its procedures as set forth in the PROCEDURAL GUIDE. If STATE makes any changes to its procedures and guidelines, STATE agrees to notify GRANTEE within a reasonable time.

D. Project Administration

1. If GRANT MONIES are advanced for DEVELOPMENT projects, the advanced funds shall be placed in an interest bearing account until expended. Interest earned on the advanced funds shall be used on the project as approved by the STATE. If grant monies are advanced and not expended, the unused portion of the grant and any interest earned shall be returned to the STATE within 60 days after project completion or end of the Grant Performance Period, whichever is earlier.
2. The GRANTEE shall submit written project status reports within 30 calendar days after the STATE has made such a request. In any event, the GRANTEE shall provide the STATE a report showing total final project expenditures within 60 days of project completion or the end of the grant performance period, whichever is earlier. The Grant Performance Period is identified in Section I of this CONTRACT.
3. The GRANTEE shall make property or facilities acquired and/or developed pursuant to this contract available for inspection upon request by the STATE.

E. Project Termination

1. Project Termination refers to the non-completion of a GRANT SCOPE. Any grant funds that have not been expended by the GRANTEE shall revert to the STATE.
2. The GRANTEE may unilaterally rescind this CONTRACT at any time prior to the commencement of the project. The commencement of the project means the date of the letter notifying GRANTEE of the award or when the funds are appropriated, whichever is later. After project commencement, this CONTRACT may be rescinded, modified or amended only by mutual agreement in writing between the GRANTEE and the STATE, unless the provisions of this CONTRACT provide that mutual agreement is not required.
3. Failure by the GRANTEE to comply with the terms of the (a) PROCEDURAL GUIDE, (b) any legislation applicable to the ACT, (c) this CONTRACT as well as any other grant contracts, specified or general, that GRANTEE has entered into with STATE, may be cause for suspension of all obligations of the STATE unless the STATE determines that such failure was due to no fault of the GRANTEE. In such case, STATE may reimburse GRANTEE for eligible costs properly incurred in performance of this CONTRACT despite non-performance of the GRANTEE. To qualify for such reimbursement, GRANTEE agrees to mitigate its losses to the best of its ability.
4. Any breach of any term, provision, obligation or requirement of this CONTRACT by the GRANTEE shall be a default of this CONTRACT. In the case of any default by GRANTEE, STATE shall be entitled to all remedies available under law and equity, including but not limited to: a) Specific Performance; b) Return of all GRANT MONIES; c) Payment to the STATE of the fair market value of the project property or the actual sales price, whichever is higher; and d) Payment to the STATE of the costs of enforcement of this CONTRACT, including but not limited to court and arbitration costs, fees, expenses of litigation, and reasonable attorney fees.
5. The GRANTEE and the STATE agree that if the GRANT SCOPE includes DEVELOPMENT, final payment may not be made until the work described in the GRANT SCOPE is complete and the GRANT PROJECT is open to the public.

F. Budget Contingency Clause

If funding for any fiscal year is reduced or deleted by the budget act for purposes of this program, the STATE shall have the option to either cancel this contract with no liability occurring to the STATE, or offer a CONTRACT amendment to GRANTEE to reflect the reduced grant amount. This Paragraph shall not require the mutual agreement as addressed in Paragraph E, provision 2, of this CONTRACT.

G. Hold Harmless

1. The GRANTEE shall waive all claims and recourse against the STATE including the right to contribution for loss or damage to persons or property arising from, growing out of or in any way connected with or incident to this CONTRACT except claims arising from the concurrent or sole negligence of the STATE, its officers, agents, and employees.
2. The GRANTEE shall indemnify, hold harmless and defend the STATE, its officers, agents and employees against any and all claims, demands, damages, costs, expenses or liability costs arising out of the ACQUISITION, DEVELOPMENT, construction, operation or maintenance of the property described as the project which claims, demands or causes of action arise under California Government Code Section 895.2 or otherwise except for liability arising out of the concurrent or sole negligence of the STATE, its officers, agents, or employees.

3. The GRANTEE agrees that in the event the STATE is named as codefendant under the provisions of California Government Code Section 895 et seq., the GRANTEE shall notify the STATE of such fact and shall represent the STATE in the legal action unless the STATE undertakes to represent itself as codefendant in such legal action in which event the GRANTEE agrees to pay the STATE's litigation costs, expenses, and reasonable attorney fees.
4. The GRANTEE and the STATE agree that in the event of judgment entered against the STATE and the GRANTEE because of the concurrent negligence of the STATE and the GRANTEE, their officers, agents, or employees, an apportionment of liability to pay such judgment shall be made by a court of competent jurisdiction. Neither party shall request a jury apportionment.
5. The GRANTEE shall indemnify, hold harmless and defend the STATE, its officers, agents and employees against any and all claims, demands, costs, expenses or liability costs arising out of legal actions pursuant to items to which the GRANTEE has certified. The GRANTEE acknowledges that it is solely responsible for compliance with items to which it has certified.

H. Financial Records

1. The GRANTEE shall maintain satisfactory financial accounts, documents, including loan documents, and all other records for the project and to make them available to the STATE for auditing at reasonable times. The GRANTEE also agrees to retain such financial accounts, documents and records for five years following project termination or issuance of final payment, whichever is later.
The GRANTEE shall keep such records as the STATE shall prescribe, including records which fully disclose (a) the disposition of the proceeds of STATE funding assistance, (b) the total cost of the project in connection with such assistance that is given or used, (c) the amount and nature of that portion of the project cost supplied by other sources, and (d) any other such records that will facilitate an effective audit.
3. The GRANTEE agrees that the STATE shall have the right to inspect and make copies of any books, records or reports pertaining to this contract or matters related thereto during regular office hours. The GRANTEE shall maintain and make available for inspection by the STATE accurate records of all of its costs, disbursements and receipts with respect to its activities under this contract. Such accounts, documents, and records shall be retained by the GRANTEE for at least five years following project termination or issuance of final payment, whichever is later.
4. The GRANTEE shall use a generally accepted accounting system.

I. Use of Facilities

1. The GRANTEE agrees that the GRANTEE shall operate and maintain the property acquired or developed with the GRANT MONIES, for the duration of the Contract Performance Period.
2. The GRANTEE agrees that, during the Contract Performance Period, the GRANTEE shall use the property acquired or developed with GRANT MONIES under this contract only for the purposes of this grant and no other use, sale, or other disposition or change of the use of the property to one not consistent with its purpose shall be permitted except as authorized by the STATE and the property shall be replaced with property of equivalent value and usefulness as determined by the STATE.
3. The property acquired or developed may be transferred to another entity if the successor entity assumes the obligations imposed under this CONTRACT and with the approval of STATE.

4. Any real Property (including any portion of it or any interest in it) may not be used as security for any debt or mitigation, without the written approval of the STATE provided that such approval shall not be unreasonably withheld as long as the purposes for which the Grant was awarded are maintained. Any such permission that is granted does not make the STATE a guarantor or a surety for any debt or mitigation, nor does it waive the STATE'S rights to enforce performance under the Grant CONTRACT.
5. All real property, or rights thereto, acquired with GRANT MONIES shall be subject to an appropriate form of restrictive title, rights, or covenants approved by the STATE. If the project property is taken by use of eminent domain, GRANTEE shall reimburse STATE an amount at least equal to the amount of GRANT MONIES received from STATE or the pro-rated full market value of the real property, including improvements, at the time of sale, whichever is higher.
6. If eminent domain proceedings are initiated against GRANTEE, GRANTEE shall notify STATE within 10 days of receiving the complaint.

J. Nondiscrimination

1. The GRANTEE shall not discriminate against any person on the basis of sex, race, color, national origin, age, religion, ancestry, sexual orientation, or disability in the use of any property or facility developed pursuant to this contract.
2. The GRANTEE shall not discriminate against any person on the basis of residence except to the extent that reasonable differences in admission or other fees may be maintained on the basis of residence and pursuant to law.
3. All facilities shall be open to members of the public generally, except as noted under the special provisions of this project contract or under provisions of the enabling legislation and/or grant program.

K. Severability

If any provision of this CONTRACT or the application thereof is held invalid, that invalidity shall not affect other provisions or applications of the CONTRACT which can be given effect without the invalid provision or application, and to this end the provisions of this CONTRACT are severable.

L. Liability

1. STATE assumes no responsibility for assuring the safety or standards of construction, site improvements or programs related to the GRANT SCOPE. The STATE'S rights under this CONTRACT to review, inspect and approve the GRANT SCOPE and any final plans of implementation shall not give rise to any warranty or representation that the GRANT SCOPE and any plans or improvements are free from hazards or defects.
2. GRANTEE will secure adequate liability insurance, performance bond, and/or other security necessary to protect the GRANTEE'S and STATE'S interest against poor workmanship, fraud, or other potential loss associated with completion of the grant project.

M. Assignability

Without the written consent of the STATE, the GRANTEE'S interest in and responsibilities under this CONTRACT shall not be assignable by the GRANTEE either in whole or in part.

N. Use of Grant Monies

GRANTEE shall not use any grant funds (including any portion thereof) for the purpose of making any leverage loan, pledge, promissory note or similar financial device or transaction, without: 1) the prior written approval of the STATE; and 2) any financial or legal interests created by any such leverage loan, pledge, promissory note or similar financial device or transaction in the project property shall be completely subordinated to this CONTRACT through a Subordination Agreement provided and approved by the STATE, signed by all parties involved in the transaction, and recorded in the County Records against the fee title of the project property.

N. Section Headings

The headings and captions of the various sections of this CONTRACT have been inserted only for the purpose of convenience and are not a part of this CONTRACT and shall not be deemed in any manner to modify, explain, or restrict any of the provisions of this CONTRACT.

O. Waiver

Any failure by a party to enforce its rights under this CONTRACT, in the event of a breach, shall *not* be construed as a waiver of said rights; and the waiver of any breach under this CONTRACT shall *not* be construed as a waiver of any subsequent breach.

GRANTEE

AUTHORIZED REPRESENTATIVE Signature

Date

Print Name and Title

STATE OF CALIFORNIA DEPARTMENT OF PARKS AND RECREATION

AUTHORIZED REPRESENTATIVE Signature

Date

Print Name and Title

Accounting and Audits

Accounting Requirements

GRANTEES must use accounting practices that:

- Provide accounting data that clearly records costs incurred on the PROJECT and accurately reflects fiscal transactions, with the necessary controls and safeguards.
- Provide good audit trails, especially the source documents (purchase orders, receipts, progress payments, invoices, timecards, cancelled warrants, warrant numbers, etc.) specific to the PROJECT.

Accounting Rules for Employee Services (IN-HOUSE EMPLOYEE SERVICES)

GRANTEES must follow these accounting practices for employee services:

- Maintain time and attendance records as charges are incurred, identifying the employee through a name or other tracking system, and that employee's actual time spent on the PROJECT.
- Time estimates, including percentages, for work performed on the PROJECT are not acceptable.
- Time sheets that do not identify the specific employee's time spent on the PROJECT are not acceptable.
- Costs of the salaries and wages must be calculated according to the GRANTEE's wage and salary scales, and may include benefit costs such as vacation, health insurance, pension contributions and workers' compensation.
- Overtime costs may be allowed under the GRANTEE's established policy, provided that the regular work time was devoted to the same PROJECT.
- May not include overhead or cost allocation. These are costs generally associated with supporting an employee, such as rent, personnel support, IT, utilities, etc.

State Audit

Grants are subject to audit by DPR. All PROJECT records must be retained for five years after final payment was issued, or PROJECT terminated, whichever is later.

The GRANTEE must provide the following when an audit date and time has been confirmed by DPR:

- All PROJECT records, including the source documents and cancelled warrants, books, papers, accounts, time sheets, or other records listed in the Audit Checklist or requested by DPR.
- An employee having knowledge of the PROJECT and its records to assist the DPR auditor.

Record Keeping Recommendation

GRANTEES are encouraged to keep records of all eligible costs, including those not submitted to OGALS for payment. This provides a potential source of additional eligible costs, should any submitted expenses be deemed ineligible.

Contact the DPR Audits Office at (916) 657-0370 for questions about these requirements.

Audit Checklist

An audit of the PROJECT may be performed before or following PROJECT completion. The GRANTEE must retain and make available all PROJECT related records for five years following PROJECT termination or final payment of GRANT funds. Listed below are some of the items the auditor will examine during the review of your records as applicable. It is the responsibility of the GRANTEE to have these records available in a central location ready for review once an audit date and time has been confirmed. If you have any questions regarding these documents, contact the State Department of Parks and Recreation Audits Office at (916) 657-0370.

CONTRACTS

- ☐ Summary list of bidders (including individual bid packages)
- ☐ Recommendation by reviewer of bids
- ☐ Award by governing body (minutes of the meeting/resolution)
- ☐ Construction contract agreement
- ☐ Contract bonds (bid, performance, payment)
- ☐ Contract change orders
- ☐ Contractor's progress billings
- ☐ Payments to contractor (cancelled checks/warrants, bank statements, EFT receipts**)
- ☐ Stop Notices (filed by sub-contractors and release if applicable)
- ☐ Liquidated damages (claimed against the contractor)
- ☐ Notice of completion (recorded)

IN-HOUSE EMPLOYEE SERVICES*

- ☐ Authorization/work order identifying project
- ☐ Daily time sheets signed by employee and supervisor
- ☐ Hourly rate (salary schedules/payroll register)
- ☐ Fringe benefits (provide breakdown)

IN-HOUSE EQUIPMENT*

- ☐ Authorization/work order
- ☐ Daily time records identifying the project site
- ☐ Hourly rate related backup documents

MINOR CONTRACTS/ MATERIALS/ SERVICES/EQUIPMENT RENTALS

- ☐ Purchase orders/Contracts/Service Agreements
- ☐ Invoices
- ☐ Payments (cancelled checks/ warrants, bank statements and EFT receipts **)

ACQUISITION

- ☐ Appraisal Report
 - ☐ Did the owner accompany the appraiser?
 - ☐ 10 year history
- ☐ Statement of just compensation (signed by seller)
- ☐ Statement of difference (if purchased above appraisal)
- ☐ Waiver of just compensation (if purchased below appraisal: signed by seller)
- ☐ Final Escrow Closing Statement
- ☐ Cancelled checks/warrants, bank statements and EFT receipts, [payment(s) to seller(s)]
- ☐ GRANT deed (vested to the participant) or final order of condemnation
- ☐ Title insurance policy (issued to participant)
- ☐ Relocation documents
- ☐ Income (rental, grazing, sale of improvements, etc.)

INTEREST

- ☐ Schedule of interest earned on State funds advanced (Interest on grant advances is accountable, even if commingled in a pooled fund account and/or interest was never allocated back to the grant fund.)

AGREEMENT/CONTRACTS

- ☐ Leases, agreements, etc., pertaining to developed/acquired property
- ☐ Proof of insurance pertaining to developed/acquired property

** Estimated time expended on the projects is not acceptable. Actual time records and all supporting documentation must be maintained as charges are incurred and made available for verification at the time of audit.*

*** Front and back if copied.*

References

Public Resources Code relating to the Proposition 68 Per Capita program

80000.

This division shall be known, and may be cited, as the California Drought, Water, Parks, Climate, Coastal Protection, and Outdoor Access For All Act of 2018.

80001.

(b) It is the intent of the people of California that all of the following shall occur in the implementation of this division:

- (3) To the extent practicable, a project that receives moneys pursuant to this division will include signage informing the public that the project received funds from the California Drought, Water, Parks, Climate, Coastal Protection, and Outdoor Access For All Act of 2018.
- (5) To the extent practicable, a project that receives moneys pursuant to this division will provide workforce education and training, contractor, and job opportunities for disadvantaged communities.
- (7) To the extent practicable, administering entities should measure or require measurement of greenhouse gas emissions reductions and carbon sequestrations associated with projects that receive moneys pursuant to this division.
- (8) To the extent practicable, as identified in the "Presidential Memorandum--Promoting Diversity and Inclusion in Our National Parks, National Forests, and Other Public Lands and Waters," dated January 12, 2017, the public agencies that receive funds pursuant to this division will consider a range of actions that include, but are not limited to, the following:
 - (A) Conducting active outreach to diverse populations, particularly minority, low-income, and disabled populations and tribal communities, to increase awareness within those communities and the public generally about specific programs and opportunities.
 - (B) Mentoring new environmental, outdoor recreation, and conservation leaders to increase diverse representation across these areas.
 - (C) Creating new partnerships with state, local, tribal, private, and nonprofit organizations to expand access for diverse populations.
 - (D) Identifying and implementing improvements to existing programs to increase visitation and access by diverse populations, particularly minority, low-income, and disabled populations and tribal communities.
 - (E) Expanding the use of multilingual and culturally appropriate materials in public communications and educational strategies, including through social media strategies, as appropriate, that target diverse populations.
 - (F) Developing or expanding coordinated efforts to promote youth engagement and empowerment, including fostering new partnerships with diversity-serving and youth-serving organizations, urban areas, and programs.
 - (G) Identifying possible staff liaisons to diverse populations.

80002.

(d) "Department" means the Department of Parks and Recreation.

(n) "Severely disadvantaged community" means a community with a median household income less than 60 percent of the statewide average.

80020.

Moneys allocated pursuant to this division shall not be used to fulfill any mitigation requirements imposed by law.

CHAPTER 3.**80060.**

For purposes of this chapter, “district” means any regional park district, regional park and open-space district, or regional open-space district formed pursuant to Article 3 (commencing with §5500) of Chapter 3 of Division 5, any recreation and park district formed pursuant to Chapter 4 (commencing with §5780) of Division 5, or any authority formed pursuant to Division 26 (commencing with §35100). With respect to any community or unincorporated region that is not included within a district, and in which no city or county provides parks or recreational areas or facilities, “district” also means any other entity, including, but not limited to, a district operating multiple-use parklands pursuant to Division 20 (commencing with §71000) of the Water Code.

80061.

- (a) The sum of two hundred million dollars (\$200,000,000) shall be available to the department, upon appropriation by the Legislature, for local park rehabilitation, creation, and improvement grants to local governments on a per capita basis. Grant recipients shall be encouraged to utilize awards to rehabilitate existing infrastructure and to address deficiencies in neighborhoods lacking access to the outdoors.
- (b) The sum of fifteen million dollars (\$15,000,000) shall be available to the department, upon appropriation by the Legislature, for grants to cities and districts in urbanized counties providing park and recreation services within jurisdictions of 200,000 or less in population. For purposes of this subdivision, “urbanized county” means a county with a population of 500,000 or more. An entity eligible to receive funds under this subdivision shall also be eligible to receive funds available under subdivision (a).
- (c) Unless the project has been identified as serving a severely disadvantaged community, an entity that receives an award pursuant to this section shall be required to provide a match of 20 percent as a local share.

80062.

- (a)(1) The department shall allocate 60 percent of the funds available pursuant to subdivision (a) of Section 80061 to cities and districts, other than a regional park district, regional park and open-space district, open-space authority, or regional open-space district. Each city’s and district’s allocation shall be in the same ratio as the city’s or district’s population is to the combined total of the state’s population that is included in incorporated and unincorporated areas within the county, except that each city or district shall be entitled to a minimum allocation of two hundred thousand dollars (\$200,000). If the boundary of a city overlaps the boundary of a district, the population in the overlapping area shall be attributed to each jurisdiction in proportion to the extent to which each operates and manages parks and recreational areas and facilities for that population. If the boundary of a city overlaps the boundary of a district, and in the area of overlap the city does not operate and manage parks and recreational areas and facilities, all grant funds for that area shall be allocated to the district.

- (2) On or before April 1, 2020, a city and a district that are subject to paragraph (1), and whose boundaries overlap, shall collaboratively develop and submit to the department a specific plan for allocating the grant funds in accordance with the formula specified in paragraph (1). If, by that date, the plan has not been developed and submitted to the department, the director shall determine the allocation of the grant funds between the affected jurisdictions.
- (b)(1) The department shall allocate 40 percent of the funds available pursuant to subdivision (a) of §80061 to counties and regional park districts, regional park and open-space districts, open-space authorities formed pursuant to Division 26 (commencing with §35100), and regional open-space districts formed pursuant to Article 3 (commencing with §5500) of Chapter 3 of Division 5.
- (2) Each county's allocation under paragraph (1) shall be in the same ratio that the county's population is to the total state population, except that each county shall be entitled to a minimum allocation of four hundred thousand dollars (\$400,000).
- (3) In any county that embraces all or part of the territory of a regional park district, regional park and open-space district, open-space authority, or regional open-space district, and whose board of directors is not the county board of supervisors, the amount allocated to the county shall be apportioned between that district and the county in proportion to the population of the county that is included within the territory of the district and the population of the county that is outside the territory of the district.
- (c) For the purpose of making the calculations required by this section, population shall be determined by the department, in cooperation with the Department of Finance, on the basis of the most recent verifiable census data and other verifiable population data that the department may require to be furnished by the applicant city, county, or district.
- (d) The Legislature intends all recipients of funds pursuant to subdivision (a) of §80061 to use those funds to supplement local revenues in existence on the effective date of the act adding this division. To receive an allocation pursuant to subdivision (a) of §80061, the recipient shall not reduce the amount of funding otherwise available to be spent on parks or other projects eligible for funds under this division in its jurisdiction. A one-time allocation of other funding that has been expended for parks or other projects, but which is not available on an ongoing basis, shall not be considered when calculating a recipient's annual expenditures. For purposes of this subdivision, the Controller may request fiscal data from recipients for the preceding three fiscal years. Each recipient shall furnish the data to the Controller no later than 120 days after receiving the request from the Controller.

80063.

- (a) The director of the department shall prepare and adopt criteria and procedures for evaluating applications for grants allocated pursuant to subdivision (a) of §80061. The application shall be accompanied by certification that the project is consistent with the park and recreation element of the applicable city or county general plan or the district park recreation plan, as the case may be.
- (b) To utilize available grant funds as effectively as possible, overlapping and adjoining jurisdictions and applicants with similar objectives are encouraged to combine projects and submit a joint application. A recipient may allocate all or a portion of its per capita share for a regional or state project.

Allocation Tables

Visit OGALS' [Per Capita webpage](http://www.parks.ca.gov/percapita) at www.parks.ca.gov/percapita for allocations.

Allocation Transfer

Entities that receive an allocation under the Per Capita program may transfer all or part of that allocation to another eligible entity, provided that the following requirements are met:

1. All required documentation must be submitted no later than six months from the end of the encumbrance period.
2. The transferring agency must submit a resolution authorizing the transfer of the allocation. The resolution must name the recipient entity and the transferred amount.⁶
3. The recipient must be eligible to receive Per Capita funds.
4. The recipient must have submitted the authorizing resolution shown on page 7.
5. The recipient must submit a resolution authorizing the receipt of funds; the resolution must state the donor and the transferred amount.

⁶ Please contact OGALS for sample transfer and recipient resolutions.

Definitions

Capitalized words and terms used in this guide are defined below.

ADVANCE – payment made to the GRANTEE for work that will occur in the future or work that has already occurred during the GRANT PERFORMANCE PERIOD and has not been paid for by the GRANTEE.

APPLICATION PACKET – the Application form and its required attachments described in the Application Checklist and Directions beginning on page 10.

AUTHORIZED REPRESENTATIVE – the GRANTEE’s designated position authorized in the Resolution to sign all required GRANT documents.

CEQA – the California Environmental Quality Act established policies and procedures requiring GRANTEES to identify, disclose to decision makers and the public, and attempt to lessen, significant impacts to environmental and historical resources that may occur as a result of the GRANTEE’s proposed PROJECT. (Public Resources Code §21000 et seq.; Title 14 California Code of Regulations §15000 et seq.)

CONSTRUCTION COSTS – costs incurred starting with the date when ground-breaking construction activities such as site preparation, grading, or gutting begins, and continuing to the end of the GRANT PERFORMANCE PERIOD.

CONTRACT PERFORMANCE PERIOD – the amount of time stated on the contract agreement, specifying the performance of the contractual grant obligations between the GRANTEE and DPR.

DEVELOPMENT – construction, expansion, or renovation.

DPR – the California Department of Parks and Recreation.

GRANT – funds made available to a GRANTEE for completion of the PROJECT SCOPE(s) during the GRANT PERFORMANCE PERIOD.

GRANTEE – an entity having a fully executed contract with DPR.

GRANT PERFORMANCE PERIOD – period of time that eligible costs may be incurred by the GRANTEE and paid for by DPR, as specified in the fully executed contract.

IN-HOUSE EMPLOYEE SERVICES – use of the GRANTEE’s employees working on the PROJECT SCOPE.

OGALS – DPR’s Office of Grants and Local Services.

PRE-CONSTRUCTION COSTS – costs incurred within the GRANT PERFORMANCE PERIOD for the planning, design, and permit phase of the PROJECT before construction can begin.

PROJECT – the SCOPE as described in the APPLICATION PACKET to be completed with GRANT funds.

PROJECT COMPLETION – when the PROJECT is complete and the facilities are open and useable by the public.

PROJECT COMPLETION PACKET – The documents listed on page 37 that are required in order to request final payment following PROJECT COMPLETION.

PROJECT OFFICER – an OGALS employee, who acts as a liaison with GRANTEES and administers GRANT funds, facilitates compliance with the Procedural Guide, and the GRANT contract.

SCOPE – the acquisition, recreation features, and major support amenities described in the APPLICATION PACKET that must be completed prior to final GRANT payment.

TOTAL PROJECT COST – the combined dollar amount of all funding sources used to complete the acquisition, or recreation features and major support amenities described in the APPLICATION PACKET.

ATTACHMENT #3

STREETS

SATELLITE



Lemon Ave.

Bradbury

x - City Hall

Winston

Buena Vista St.

Duarte Huntington Dr.

Highland Avenue

Royal

Huntingt

ve.
Freeway
green St.

Foothill Freeway
Evergreen St.

Cent

at

7e

300 m

1000 ft

Duarte Road


Duarte Road

Duarte Road


BUTLER

☐ Parks and Open Space ⓘ

☒ Disadvantaged Community ⓘ

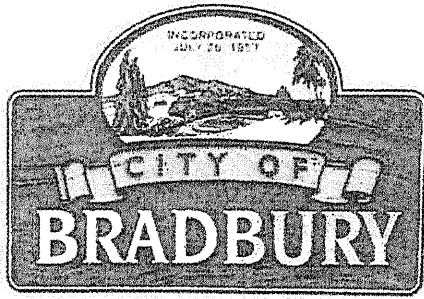
 Disadvantaged Community

 Severely Disadvantaged Community

 No Data



ATTACHMENT #4



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

City of Bradbury Agenda Memo

TO: Honorable Mayor and Members of the City Council

FROM: Kevin Kearney, City Manager

INITIATED BY: David Gilbertson, City Engineer

DATE: February 16, 2021

SUBJECT: Winston/Lemon Trail Analysis

SUMMARY

At its November 17, 2020 meeting, the City Council directed the City Engineer's office to analyze Winston Avenue and Lemon Avenue for the installation of a walking trail.

ANALYSIS

Staff has developed five (5) options for the Winston Avenue walking trail.

Option 1 (west side improvements)

The limits of the Option 1 walking trail are from the northerly terminus of Tentative Parcel Map No. 73673 (*expired*) to Lemon Avenue. Option 1 is proposed to be a 6' wide decomposed granite (DG) trail on the west side of the street with trail fencing on the street side of the trail. There is insufficient parkway width available in order to construct the walking trail, therefore, a 3' street dedication is required. This option would also require the removal and reconstruction of the existing private decorative front yard walls and mailboxes on the west side of Winston Avenue. The existing private driveways would also require reconstruction in order to provide an ADA compliant path of travel.

The estimated cost for the Option 1 walking trail is \$375,000 (\$166,000 for construction, \$207,950 for right-of-way acquisition).

Option 2 (west side improvements)

The limits of the Option 2 walking trail are from the northerly terminus of Tentative Parcel Map No. 73673 to Lemon Avenue. Option 2 is proposed to be a 4' wide DG trail on the west side of the street without trail fencing. The walking trail for this option would not be

FOR CITY COUNCIL AGENDA _____

AGENDA ITEM # _____

ADA compliant due to insufficient width, existing driveways, and the restrictions at the existing power poles. This option would also require the removal and reconstruction of the existing private mailboxes but the existing front yard walls and driveways would remain.

The estimated cost for the Option 2 walking trail is \$65,000.

Note: There may be sufficient Rule 20A power pole undergrounding funds available to remove the existing power poles along the east side of Winston Avenue. However, the trail would, more than likely, still not be ADA compliant due to the other restrictions.

Option 3 (west side improvements)

The limits of the Option 3 walking trail are from the northerly terminus of Tentative Parcel Map No. 73673 to Lemon Avenue. Option 3 is proposed to be a 6' wide DG trail on the west side of the street with trail fencing. This option would shift the existing westerly curb 2.5 feet closer to the street centerline in order to avoid the costly right-of-way acquisition. In addition, the existing easterly curb north of city hall would also shift 2.5 feet away from the street centerline in order to maintain sufficient lane widths. This option would require the removal and reconstruction of the existing private mailboxes on the west side of the street but the existing front yard walls would remain. The existing private driveways would also require reconstruction in order to provide an ADA compliant path of travel. This option also requires the removal of seven (7) significant Oak trees on the east side of Winston Avenue due to the shifting of the easterly curb.

It should be noted that there would still be "point" ADA restrictions at each power pole unless the poles were removed with Rule 20A funds.

The estimated cost for the Option 3 walking trail is \$250,000.

Option 4 (east side improvements)

The limits of the Option 4 walking trail are from Royal Oaks Drive North to Lemon Avenue. Option 4 is proposed to be a 6' wide DG trail on the east side of the street with trail fencing. This option would require the relocation of two (2) existing fire hydrants and the City's monument sign. The existing private driveways would also require reconstruction in order to provide an ADA compliant path of travel. This option also requires the removal of seven (7) significant Oak trees on the east side of Winston Avenue in order to construct the walking trail within the existing right-of-way.

The estimated cost for the Option 4 walking trail is \$220,000.

Option 5 (east side improvements)

The limits of the Option 5 walking trail are from Royal Oaks Drive North to Lemon Avenue. Option 5 is proposed to be a 6' wide DG trail on the east side of the street with trail fencing. South of city hall, the walking trail would be adjacent to the existing curb. North of city hall, the walking trail would meander in order to avoid the existing Oak trees. This option would require the relocation of two (2) existing fire hydrants and the City's monument sign. The existing private driveways would also require reconstruction in order to provide an ADA compliant path of travel. This option would require the acquisition of a pedestrian easement for the meandering portion of the walking trail north of city hall.

The estimated cost for the Option 4 walking trail is \$250,000 (\$202,500 for construction, \$47,500 for right-of-way acquisition).

Staff has developed one (1) option for the Lemon Avenue walking trail.

The limits of the Lemon Avenue walking trail are from the westerly city limits to Winston Avenue. The walking trail is proposed to be a 6' wide DG trail on the south side of the street with trail fencing on the street side of the trail. There is sufficient parkway width available in order to construct the walking trail. The existing private driveways would require reconstruction in order to provide an ADA compliant path of travel.

The estimated cost for the walking trail is \$145,000.

PROPERTY OWNER NOTIFICATION

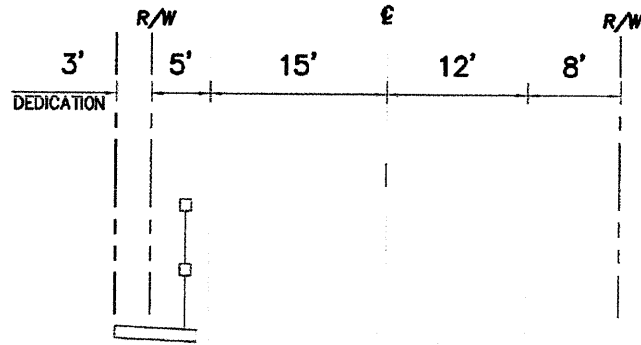
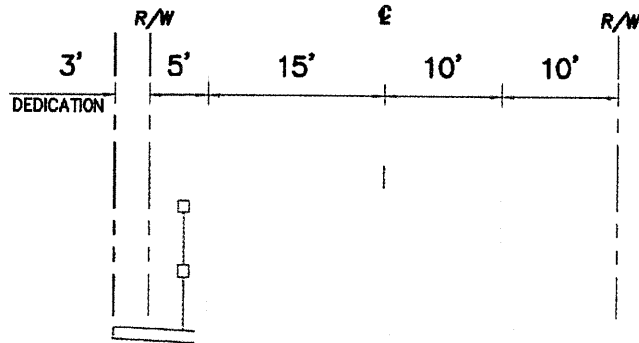
This item has been noticed through the regular agenda notification process. Copies of this report are available at City Hall.

STAFF RECOMMENDATION

It is recommended by staff that the City Council provide direction to staff.

Attachment:

- Trail Exhibits
- Cost Estimates

OPTION 1**WINSTON AVENUE****ROYAL OAKS DRIVE NORTH TO CITY HALL****CITY HALL TO LEMON AVE.**

- ① 6' WIDE DG TRAIL WITH FENCING
- ② REMOVE AND RECONSTRUCT FRONT YARD WALLS
- ③ REMOVE AND RECONSTRUCT DRIVEWAYS (FOR ADA ACCESSIBILITY)
- ④ POWER POLES TO REMAIN
- ⑤ 3' PROPERTY ACQUISITION
- ⑥ REMOVE AND RECONSTRUCT MAILBOXES

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WWW.RKAGROUP.COM

EXHIBIT A
OPTION 1
CITY OF BRADBURY

DATE: **2/2/2021**

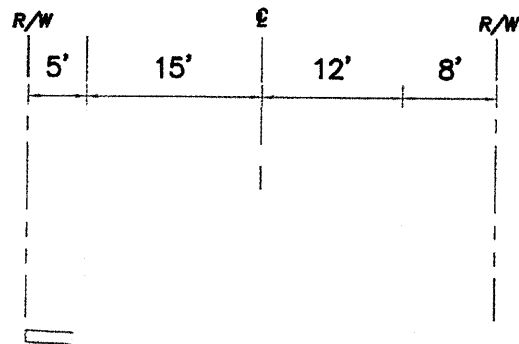
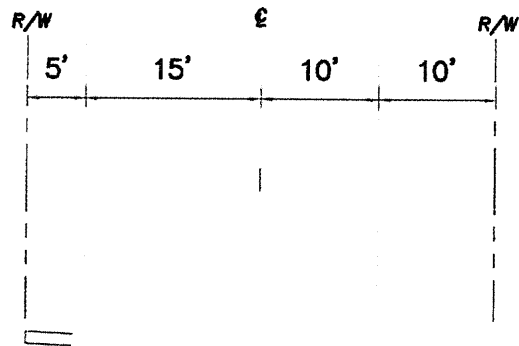
SCALE:

N.T.S.

DRAWN BY:
SGONZALEZ

SHEET:

EXH01

OPTION 2**WINSTON AVENUE****ROYAL OAKS DRIVE NORTH TO CITY HALL****CITY HALL TO LEMON AVE.**

- ① REMOVE (UNDERGROUND) POWER POLES WITH RULE 20A FUNDS (OPTIONAL)
- ② 4' WIDE NON-ADA DG TRAIL WITHOUT FENCING
- ③ DRIVEWAYS REMAIN (NOT ADA COMPLAINT)
- ④ REMOVE AND RECONSTRUCT MAILBOXES

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WWW.RKAGROUP.COM

EXHIBIT B
OPTION 2
CITY OF BRADBURY

DATE: **2/2/2021**

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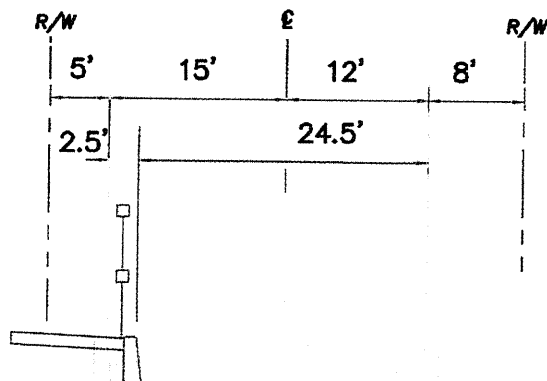
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SHEET: **EXH02**

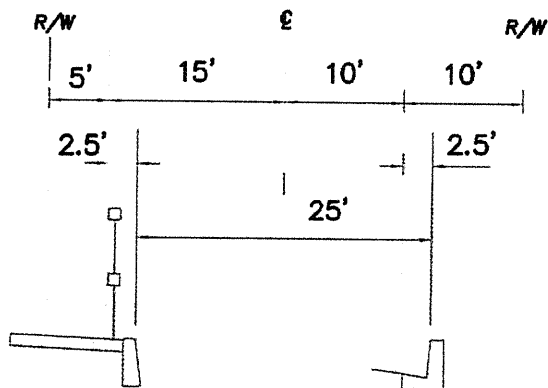
OPTION 3

WINSTON AVENUE

ROYAL OAKS DRIVE NORTH TO CITY HALL



CITY HALL TO LEMON AVE.



- ① 6' WIDE DG TRAIL WITH FENCING
- ② SHIFT WEST CURB 2.5'
- ③ SHIFT EAST CURB 2.5' NORTH OF CITY HALL
(SOUTH OF CITY HALL TO REMAIN)
- ④ REMOVE 7 SIGNIFICANT OAK TREES
- ⑤ REMOVE AND RECONSTRUCT DRIVEWAYS (FOR ADA ACCESSIBILITY)
- ⑥ REMOVE AND RECONSTRUCT MAILBOXES
- ⑦ REMOVE (UNDERGROUND) POWER POLES WITH RULE 20A FUNDS (OPTIONAL)

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EXHIBIT C
OPTION 3
CITY OF BRADBURY

DATE: 2/2/2021

SCALE:

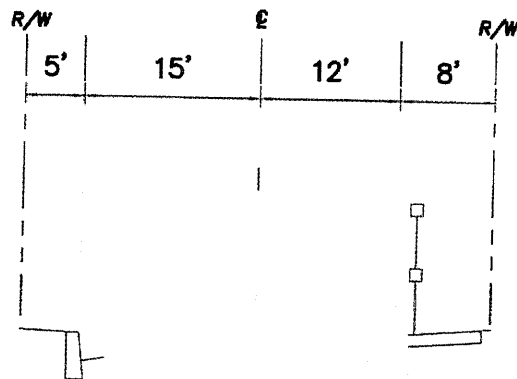
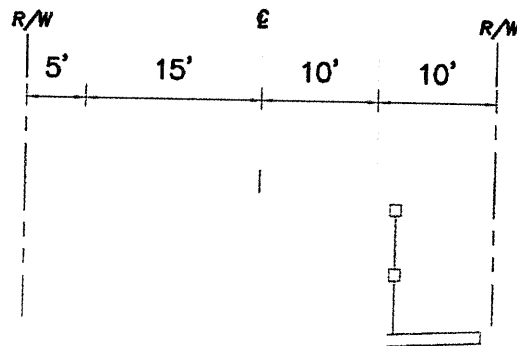
N.T.S.

DRAWN BY:

SGONZALEZ

SHEET:

EXH03

OPTION 4**WINSTON AVENUE****ROYAL OAKS DRIVE NORTH TO CITY HALL****CITY HALL TO LEMON AVE.**

- ① 6' WIDE DG TRAIL WITH FENCING
- ② REMOVE 7 SIGNIFICANT OAK TREES
- ③ REMOVE AND RECONSTRUCT DRIVEWAYS (FOR ADA ACCESSIBILITY)
- ④ RELOCATE FIRE HYDRANT
- ⑤ RELOCATE CITY MONUMENT SIGN

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EXHIBIT D
OPTION 4
CITY OF BRADBURY

DATE: **2/2/2021**

SCALE:

N.T.S.

DRAWN BY:
SCONZALEZ

SHEET:

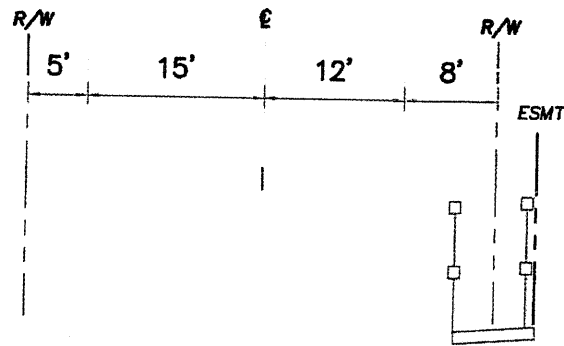
EXH04

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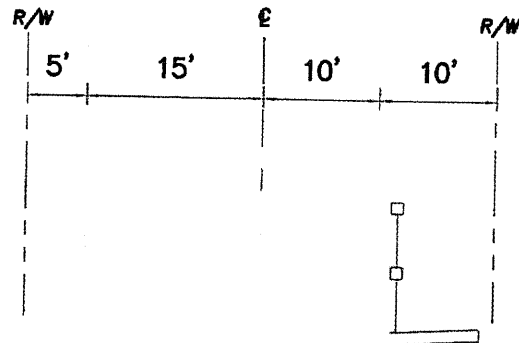
OPTION 5

WINSTON AVENUE

ROYAL OAKS DRIVE NORTH TO CITY HALL



CITY HALL TO LEMON AVE.



- ① 6' WIDE MEANDERING DG TRAIL WITH FENCING
- ② VARIABLE WIDTH PEDESTRIAN EASEMENT
- ③ PROTECT SIGNIFICANT OAK TREES
- ④ REMOVE AND RECONSTRUCT DRIVEWAYS (PER ADA ACCESSIBILITY)
- ⑤ RELOCATE FIRE HYDRANT
- ⑥ RELOCATE CITY MONUMENT SIGN

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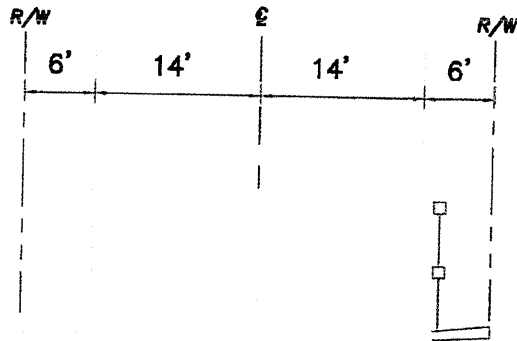
EXHIBIT E
OPTION 5
CITY OF BRADBURY

DATE: 2/2/2021	SCALE: N.T.S.	DRAWN BY: SGONZALEZ	SHEET: FXH05
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LEMON AVENUE

CITY LIMITS TO WINSTON AVENUE



- ① 6' WIDE DG TRAIL WITH FENCING
- ② REMOVE AND RECONSTRUCT DRIVEWAYS (FOR ADA ACCESSIBILITY)
- ③ REMOVE AND RECONSTRUCT MAILBOXES

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EXHIBIT F
LEMON AVENUE
CITY OF BRADBURY

DATE: 2/2/2021	SCALE: N.T.S.	DRAWN BY: SGONZALEZ	SHEET: EXH06
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**398 Lemon Creek Drive · Suite E
Walnut, California 91789**

OPTION 3

COST ESTIMATE WORK SHEET

(909) 594-9702 • (626) 331-8323
Fax: (909) 594-2658

DWG. NO. 393034	DATE 1/28/2021	SHEET 1 of 1
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**398 Lemon Creek Drive · Suite E
Walnut, California 91789**

OPTION 5

COST ESTIMATE WORK SHEET

(909) 594-9702 • (626) 331-8323
Fax: (909) 594-2658

Fax: (909) 594-2658						DWG. NO. 393034	DATE 1/28/2021	SHEET 1 of 1
PROJECT TITLE Lemon/Winston Trail Study								
LOCATION Winston Avenue - Royal Oaks Drive to Lemon Avenue								
OWNER City of Bradbury								
ESTIMATED BY			CHECKED BY			APPROVED BY		
ITEM NO.	DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT			
1	Clearing, Grubbing, and Mobilization	1	LS	\$ 5,000.00	\$ 5,000.00			
2	Traffic Control	1	LS	\$ 5,000.00	\$ 5,000.00			
3	Unclassified Excavation	100	CY	\$ 75.00	\$ 7,500.00			
4	4" Thick Polymer Coated DG Trail w/ Border (1,025 lf)	5,650	SF	\$ 6.00	\$ 33,900.00			
5	Trail Fencing	1,225	LF	\$ 20.00	\$ 24,500.00			
6	Remove and Replace Existing Driveway	2,000	SF	\$ 24.00	\$ 48,000.00			
7	Adjust Water Meter Cover to Grade	7	EA	\$ 150.00	\$ 1,050.00			
8	Relocate Existing Mailbox	9	EA	\$ 750.00	\$ 6,750.00			
9	Remove Existing Oak Tree	0	EA	\$ 3,000.00	-			
10	Relocate Existing Fire Hydrant and Valve	2	EA	\$ 4,000.00	\$ 8,000.00			
11	Relocate Existing Chain Link Fence	150	LF	\$ 15.00	\$ 2,250.00			
12	Relocate Existing City Monument Sign	1	EA	\$ 7,500.00	\$ 7,500.00			
13	ADA Ramp	2	EA	\$ 4,500.00	\$ 9,000.00			
A	Pedestrian Easement Acquisition	1,000	SF	\$ 25.00	\$ 25,000.00			
B	Acquisition Services	1	LS	\$ 12,500.00	\$ 12,500.00			
C	Appraisals	2	EA	\$ 5,000.00	\$ 10,000.00			
CONSTRUCTION SUB-TOTAL						\$ 205,950.00		
10% CONTINGENCY						\$ 19,595.00		
ENGINEERING DESIGN						\$ 14,000.00		
CONSTRUCTION MANAGEMENT AND INSPECTION						\$ 13,000.00		
TOTAL						\$ 252,545.00		

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COST ESTIMATE WORK SHEET

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