

AGENDA

Regular Meeting of the Bradbury City Council To be held on Tuesday, April 19, 2022 Closed Session Immediately Following at the Bradbury Civic Center 600 Winston Avenue, Bradbury, CA 91008

Pursuant to California Government Code section 54953(e)(1), the City is allowing Council Members, Staff and the public to participate in this City Council meeting by means of a Zoom video or telephone call. You will be able to hear the entire proceedings (other than the Closed Session) and to speak during Public Comment, Public Hearing, and other authorized times. Members of the public must maintain silence and mute their microphones and telephones except during those times. The Zoom information is <https://us02web.zoom.us/j/88366772262>, One tap mobile +16699009128, 88366772262# , or dial (669) 900-9128 and enter code 883 6677 2262#.

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: Special Meeting of March 7, 2022
- B. Minutes: Regular Meeting of March 15, 2022
- C. Minutes: Adjourned Meeting of March 22, 2022
- D. Resolution No. 22-10: Demands & Warrants for April 2022
- E. Monthly Investment Report for the month of March 2022
- F. Appointment of City Treasurer for a two-year term, ending April 2024
- G. Approval of Deed Restriction – State Parks General Per Capita Program; Lemon Avenue Trail Project

2. Review of a Draft Ordinance Implementing Senate Bill 9 into the City's Development Code

This item reviews a draft ordinance implementing SB9 and other changes related the secondary living quarters and the City's development code. It is recommended that the City Council review the draft ordinance, provide any feedback, and send the draft ordinance to the Planning Commission for it to undergo its formal review process.

3. Adoption of a Joint Exercise of Powers Agreement Among the Cities of Arcadia, Bradbury, Duarte, Monrovia and Sierra Madre, for the Purposes of Creating the Rio Hondo/San Gabriel River Watershed Management Joint Powers Authority

For years, the Cities of Arcadia, Bradbury, Duarte, Monrovia and Sierra Madre have been discussing the formation of a joint powers authority (JPA) to meet stormwater requirements. Such a formation would be a solution to complexities the cities are facing to meet requirements and act as a mechanism to provide liability protections, provide the ability to bond on behalf of cities and be the key holder to any potential land acquisition that may arise in the future. It is recommended that the City Council adopt the Joint Exercise Powers Agreement.

4. Discussion on Beverage Container Recycling Funds

The City applied for the Cal Recycle Beverage Container Recycling City/County Payment Program and was approved to receive \$5,000. It is recommended that the City Council provide direction on how to move forward with Cal Recycle funds. Should the City Council desire to implement a grant program, staff will release a Request of Grant Proposals and return with any responses. Should Council elect to install a water refill station in the City, Staff recommends that the City Council choose the desired location. Staff will then return to present actual costs of installation based on the pre-identified feasible areas.

5. Discussion on Publishing City Crime Logs

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

6. Discussion on Resuming City Events

This item prompts a discussion with the City Council on resuming City events, such as Bradbury Night Out, the Volunteer Appreciation event, and others. It is recommended that the City Council direct Staff on how to proceed with scheduling future City events.

7. Discussion on Honoring City Volunteers During Milestones

This item prompts a discussion with the City Council on honoring City volunteers during certain milestones of service. It is recommended that the City Council direct Staff on how to proceed with honoring City volunteers.

8. Discussion on Community Support Funds

The City Council budgeted \$4,000 this fiscal year to donate to support community homelessness. It is recommended that the City Council direct staff on how to expend the budgeted \$4,000, which has been set aside for a charitable donation.

9. Matters from the City Manager

10. Matters from the City Attorney

11. Matters from the City Council

Mayor Bruny

Duarte Community Education Council (CEC)

Mayor Pro-Tem Lathrop

League of California Cities

Duarte Education Foundation

Councilmember Barakat

LA County Sanitation Districts

San Gabriel Valley Council of Governments (SGVCOG)

San Gabriel Valley Mosquito & Vector Control District

Foothill Transit

Councilmember Hale

Councilmember Lewis

California JPIA

Director of Bradbury Disaster Committee

Area "D" Office of Disaster Management

12. ITEMS FOR FUTURE AGENDAS

CLOSED SESSION

CALL TO ORDER/ROLL CALL

PUBLIC COMMENT – REGARDING CLOSED SESSIONS ONLY

RECESS TO CLOSED SESSIONS REGARDING:

A. CONFERENCE WITH LABOR NEGOTIATOR

Agency Negotiator: Kevin Kearney, City Manager

Unrepresented Employee: City Clerk and Management Analyst

Authority: Government Code Section 54957.6

B. CONFERENCE WITH LABOR NEGOTIATOR

Agency Negotiator: Cary S. Reisman, City Attorney

Unrepresented Employee: City Manager

Authority: Government Code Section 54957.6

ADJOURNMENT

The City Council will adjourn to a Regular Meeting at the Bradbury Civic Center, 600 Winston Ave., Bradbury, CA 91008 on Tuesday, May 17, 2022 at 7:00 p.m.

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

"I, Claudia Saldana, City Clerk, hereby certify that I caused this agenda to be posted at the Bradbury City Hall entrance gate on Friday, April 15, 2022 at 5:00 p.m."

Claudia Saldana
CITY CLERK - CITY OF BRADBURY

**MINUTES OF A SPECIAL MEETING OF THE
CITY COUNCIL OF THE CITY OF BRADBURY
HELD ON MONDAY, MARCH 7, 2022**

EXECUTIVE ORDER NO. 25-20:

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

MEETING CALLED TO ORDER:

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

ROLL CALL:

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

ABSENT: None

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

ALSO PRESENT: Veronica Tam of Veronica Tam and Associates, Inc. (Housing Element Consultant)

PUBLIC COMMENT:

No public present

STUDY SESSION:

**DISCUSSION ON PLANNING MATTERS RELATED TO THE
HOUSING ELEMENT AND DEVELOPMENT CODE**

SUMMARY:

City Planner Kasama stated that on February 7, 2022 the City Council met in a Study Session to review planning matters related to the Housing Element and other Development Code items. A second study session was scheduled for March 7, 2022 to continue the discussion.

HOUSING ELEMENT:

The current Housing Element (6th Cycle) is due on October 15, 2022. To meet this deadline, the Housing Consultant, Veronica Tam and Associates, Inc. outlined the schedule presented in the February 7, 2022 agenda report. The schedule will need to be updated.

City Planner Kasama stated that several issues were brought up at the February 7, 2022 meeting regarding changes to the Development Code that are necessary for the new Housing Element and implementation of Senate Bill 9.

One of the changes needed is the designation of at least one site that will allow for multiple-family housing at a density of at least 20 units per acre. The only site that can be readily designated by the City is the civic center, and this is to be done by applying the Affordable Housing Overlay Zone.

This overlay zone can be applied to any residentially-zone parcel by an owner. So far, this overlay zone has not been utilized. ~~The overlay zone needs to be updated to align with~~ current affordable housing definitions and mandates. An ordinance for the updating of the overlay zone and the application of the overlay to the civic center should be processed concurrently with the Housing Element.

**SINGLE-ROOM-OCCUPANCY
(SRO) UNITS:**

Another issue are the standards for the Single-Room-Occupancy (SRO) Units. For these to be considered dwelling units, the State is requiring that such units have cooking facilities. The City's current standards do not allow cooking facilities. The City's definition for SROs is to be amended to allow cooking facilities.

**URGENCY ORDINANCE NO. 380
AND SENATE BILL 9:**

In December 2021, the City Council adopted Urgency Ordinance No. 380 to comply with Senate Bill 9, which requires that cities ministerially approve the development of up to two units on single-family-zoned lots and ministerially approve certain lot splits for the development of two units per lot.

OTHER MATTERS:

Other matters are the updating of the Safety Element, replacement of Urgency Ordinance No. 380 with a regular Ordinance reviewed through public hearings by the Planning Commission and City Council, and the adding of family child care homes as allowed uses to the residential zones.

RECOMMENDATION:

It is recommended that the City Council discuss the Housing Element and any other matters that the Council wishes to raise, and direct staff on how to proceed.

DISCUSSION:

Councilmember Barakat inquired if any lot in any zone can be split. Acting City Attorney Kranitz replied yes. The lots would be considered "non-conforming" and the development standards of the applicable zone would still apply.

The City Council discussed increasing SROs from 250 to 300 square feet to accommodate kitchen facilities, and to eliminate bunkhouses because they do not count as residential units for RHNA because they lack individual kitchen areas. Can SROs be limited to people who work on the property?

The City Council asked Ms. Tam if the Administrative Housing Element Draft will be ready on Friday, March 11th. Ms. Tam replied most likely yes.

Veronica Tam also stated that the State eliminated the 4-year Housing Element update cycle.

Mayor Pro-Tem Lathrop inquired about the November 2022 ballot initiative. Lisa Kranitz stated that the initiative has been pushed back to November 2024.

Acting City Attorney Lisa Kranitz stated that the City Attorney gives legal advice, the City Council makes the policy decisions.

ADJOURNMENT:

At 8:04 p.m. Mayor Bruny adjourned the meeting to a Regular Meeting on Tuesday, March 15, 2022 at 7:00 p.m.

MAYOR – CITY OF BRADBURY

ATTEST:

CITY CLERK – CITY OF BRADBURY

**MINUTES OF A REGULAR MEETING OF THE
CITY COUNCIL OF THE CITY OF BRADBURY
HELD ON TUESDAY, MARCH 15, 2022**

EXECUTIVE ORDER NO. 25-20:

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

MEETING CALLED TO ORDER:

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

ROLL CALL:

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

ABSENT: None

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

APPROVAL OF AGENDA:

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

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

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

City Attorney Reisman stated that it is his personal opinion that Councilmember Lewis, being an employee of Dunn-Edwards Paints, does not have a conflict of interest in regards to Item #4 (Award of bid for Interior and Exterior Painting of the Bradbury Civic Center). The cost of the paint is a de minimis amount and the contract is not with Dunn-Edwards.

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: Adjourned Meeting of February 7, 2022
- B. Minutes: Regular Meeting of February 15, 2022
- C. Resolution No. 22-07: Demands & Warrants for March 2022
- D. Monthly Investment Report for the month of February 2022

CORRECTION TO MINUTES:

City Manager Kearney stated that staff made a correction on page 3 of the February 7, 2022 minutes at the behest of Mayor Pro-Tem Lathrop.

**MOTION TO APPROVE
CONSENT CALENDAR:**

Mayor Pro-Tem Lathrop made a motion to approve Consent Calendar as presented. Councilmember Hale 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

**PRESENTATION BY DR. AMERSON,
SUPERINTENDENT OF THE DUARTE
UNIFIED SCHOOL DISTRICT:**

Superintendent Dr. Gordon Amerson provided an update on what is happening at the Duarte Unified School District. Dr. Amerson stated that during Covid-19 the school district provided 150,000 meals for students and retrofitted all school facilities. DUSD students were also able to participate in the vaccination clinic at the City of Hope.

Dr. Amerson talked about different programs DUSD offers, such as the summer school program, the model pre-school program, arts academy and dual immersion college program with Citrus College. The dual immersion college program is taught at DUSD and allows parents and students to save money. DUSD also offers a culinary arts program.

DUSD is building a new high-school gymnasium. The old one was built in 1960. Construction of new gymnasium is estimated to be completed in the fall of 2024.

Dr. Amerson stated that currently 38 students from Bradbury are enrolled at Royal Oaks Elementary School and Duarte High School. Mayor Pro-Tem Lathrop inquired if there is information about which colleges Bradbury graduates haven been accepted to. Dr. Amerson replied that there are no Bradbury seniors this year.

Dr. Amerson closed his presentation with information about the Royal Oaks Preview Day and announced that the school offers private tours.

**APPROVAL OF THE COMMUNITY
WILDFIRE PROTECTION PLAN:**

Management Analyst Musa stated that the City of Bradbury was granted funds in 2019 from the California Governor's Office of Emergency Services (CalOES) to cover a significant portion of the cost to develop a Community Wildfire Protection Plan (CWPP), and the City awarded a bid to DUDEK for the development of the plan. After hosting various virtual stakeholder workshops and reviewing and revising drafts, the CWPP final draft is ready.

PRESENTATION BY DUDEK:

Noah Stamm of DUDEK stated that Community Wildfire Protection Plan (CWPP) is a community-based plan focused on identifying and addressing local hazards and risks from wildfire.

CWPPs are authorized and defined in Title I of the Healthy Forests Restoration Act (HFRA), passed by Congress in 2003. A CWPP determines area-specific risks and provides and action plan for a community to address the wildfire threat. Three central components of a CWPP include collaboration, prioritized fuel reduction, and treatment of structural ignitability.

During this past year, DUDEK has finalized a CWPP that caters specifically to the City of Bradbury and identifies areas for hazardous fuel-reduction treatments and recommends measures that homeowners can take to reduce ignitability of structures throughout the community. The CWPP includes the following section:

- Introduction: Community Involvement, Funding/Grant Management
- Plan Area Description: Fire Hazard Areas, Climate, Evacuation
- Planning and Regulatory Environment: Assessment Methods, Hazard Assessment Results
- Values at Risk: At-Risk Community, Life Safety, Natural Resources
- Action Plan: Goals, Funding, Vegetation/Fuels Management

DUDEK also created and included various maps in the CWPP that illustrate Very High Fire Severity Zones (VHFHSZ), evacuation plans, fire hydrant locations, fire behavior modeling results and more.

RECOMMENDATION:

In order to finalize the document and formally close out the CalOES grant, it is recommended that the City Council approve and adopt the Community Wildfire Protection Plan.

DISCUSSION:

Councilmember Lewis advised DUDEK not to rely on Google maps as they are often inaccurate. Mr. Stamm replied that DUDEK got the fire hydrant maps from the water company (Cal-Am). Mr. Stamm stated that DUDEK will update the maps.

Resident Hector Escobar, 2317 Elda Street, inquired if DUDEK studied the vegetation around homes. The answer was yes. City Manager Kearney stated that the City has other resources as well.

MOTION.:

Councilmember Barakat made a motion to approve and adopt the Community Wildfire Protection Plan. Councilmember Hale 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

**AWARD OF BID TO FRESH COAT
OF MONROVIA FOR INTERIOR AND
EXTERIOR PAINTING OF THE
BRADBURY CIVIC CENTER:**

Management Analyst Musa stated that Staff has solicited proposals from painting vendors and received three quotes that range from \$17,633.31 to \$23,000.

The Bradbury Civic Center was constructed in 2010, and it has not been painted since. Online research suggests that a business should be painted approximately every three to five years. It has been 12 years since the Civic Center was painted.

QUOTES RECEIVED:

Staff received the following three quotes:

- | | |
|------------------------|-------------|
| 1. Fresh Coat Painting | \$17,663.31 |
| 2. Ramos Painting | \$19,600.00 |
| 3. Western Painting | \$23,000.00 |

SCOPE OF SERVICES:

Based on the quotes received, Staff recommends awarding the bid to Fresh Coat Painting of Monrovia for \$17,663.31. The company is State licensed, EPA certified and insured. Services include painting of the Council Chambers, City Hall interior, kitchen and bathrooms. Sanding and staining of the Council Chambers wood panels is also included. Services cover external power washing, and painting of stucco, trim, columns and beam, door and railings.

FINANCIAL ANALYSIS:

The FY 2021-22 budget does not include painting services, but can be covered through either general anticipated year-end surplus or through the City's fund balance. Monies should be appropriated to cover such services. Staff is recommending an appropriation of \$20,000 to cover all anticipated and unanticipated costs associated with contracting with Fresh Coat Painting.

RECOMMENDATION:

It is recommended that the City Council award the bid to Fresh Coat of Monrovia for \$17,336.31 for interior and exterior painting of the Bradbury Civic Center. It is also recommended that the City Council approve an appropriation to account #101-16-6447 in the amount of \$20,000 for FY 2021-22, which would cover painting services and any contingency that may arise.

DISCUSSION:

Councilmember Barakat stated that stucco doesn't get painted. Councilmember Lewis disagreed. Councilmember Lewis pointed out that the primer for stucco was not included in the bid. Do we need a new bid? The answer was no.

City Manager Kearney stated that we still have the old paint cans, so we can use the same color as before.

Councilmember Hale suggested to paint the crown moldings in a different color to make them stand out and that it won't cost more.

MOTION:

Councilmember Hale made a motion to award the bid to Fresh Coast of Monrovia in an amount not to exceed \$20,000.00 for interior and exterior painting of Bradbury Civic Center and to approve an appropriation to account #101-16-6447 in the amount of \$20,000 for FY 2021-22, which would cover painting services and any contingency that may arise.

APPROVED:

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

NOES: None

ABSENT: None

Motion passed 5:0

DISCUSSION ON ELECTRIC CHARGING STATIONS AT THE BRADBURY CIVIC CENTER:

City Manager Kearney stated that at the request of Mayor Pro-Tem Lathrop Staff has been exploring the installation of electric charging stations at the Bradbury Civic Center. The idea is that one or more stations could be placed on the property with grant funding from Southern California Edison's (SCE) Electric Vehicle Charging Infrastructure Program. Prior to bringing this item to the City Council, Staff's goal was to meet with at least one contractor who could provide a quote on the costs for such a venture. Unfortunately, Staff has been struggling to determine costs and feels that the program can only be explored by hiring a contractor/consultant, such as RKA, to assist Staff in determining actual costs. Once a plan is in place and costs are understood, only then would staff be able to pursue grant funding through SCE.

Through initial research, Staff has determined that if the charging station is public, all access in and around the charging station must be ADA compliant. The area in front of City Hall might be best suited since the slopes in the rear parking area might be too severe to be ADA compliant. With SCE grant funding, SCE requires a minimum of two stations with four charging ports.

RECOMMENDATION:

It is recommended that the City Council discuss the installation of electric charging stations at the Bradbury Civic Center. If the City Council desires to move forward with the charging stations, Staff will work with RKA, or another vendor, to develop plans and determine costs.

DISCUSSION:

The City Council talked about who would get to charge their car at the Civic Center (residents, staff, etc.). Councilmember Hale stated that the City would lose money if the charging stations were free of charge and that the City should require credit card payment. City Manager Kearney stated that there are credit card vendors, such as Charge Point.

Mayor Bruny stated that we need more information. City Manager Kearney replied that Staff can bring this item back to the City Council and invite Charge Point to make a presentation.

Councilmember Hale stated that Commissioner Frank Hernandez is an electrician and that he should have a look at it.

City Attorney Reisman suggested that Staff contact Rivian (a car company) about funding charging stations in Bradbury.

NO ACTION TAKEN:

The City Council took no further action at this meeting.

RESOLUTION NO. 22-08: VOTE OF NO CONFIDENCE IN LOS ANGELES COUNTY DISTRICT ATTORNEY GEORGE GASCON:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BRADBURY OF VOTE OF NO CONFIDENCE IN LOS ANGELES COUNTY DISTRICT ATTORNEY GEORGE GASCON

SUMMARY:

City Manager Kearney stated that at the request of Councilmember Barakat, the City Council is going to discuss the performance of Los Angeles County District Attorney Gascón.

The Los Angeles County District Attorney's Office has a legal responsibility to execute laws enacted by voters or the state legislature. These laws protect the public and uphold prosecutorial policies. Since his swearing-in on December 7, 2020, Los Angeles County District Attorney George Gascón has issued numerous special directives which undermine these legislative and ballot processes. Additionally, they may be viewed as placing the safety of the general public at risk.

RECOMMENDATION:

It is recommended that the City Council adopt Resolution No. 22-08, which casts a vote of no confidence in the Los Angeles County District Attorney.

DISCUSSION:

Mayor Pro-Tem Lathrop stated that he would like to strike Sections 1 and 2 of the Resolution. Councilmember Barakat stated Bradbury is not the only City adopting this Resolution. Mayor Pro-Tem Lathrop replied that he doesn't want to pick a fight with the District Attorney.

MOTION:

Councilmember Hale made motion to approve Resolution No. 22-08: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BRADBURY OF VOTE OF NO CONFIDENCE IN LOS ANGELES COUNTY DISTRICT ATTORNEY GEORGE GASCON. Councilmember Barakat seconded the motion, which was carried by the following roll call vote:

APPROVED:

AYES: Mayor Bruny, Councilmembers Barakat, Hale and Lewis
NOES: Mayor Pro-Tem Lathrop
ABSENT: None

Motion passed 4:1

MATTERS FROM THE CITY MANAGER:

City Manager Kearney reported that the Lemon Avenue Trail grant is moving forward. We know that the trail is going on the south side of Lemon Avenue. Does the City Council want to revisit the overlay zone, which covers both sides, and eliminate the north side? Councilmember Hale stated that he likes a 10-foot green belt of grass and to leave the overlay zone as is. The City Council concurred.

City Manager Kearney stated that the City Council needs to schedule a Special Meeting to cancel the June 7, 2022 election and appoint to the office the persons who have been nominated. The City Council scheduled a ZOOM meeting for Tuesday, March 22, 2022 at 10:00 a.m.

MATTERS FROM THE CITY ATTORNEY:

City Attorney Reisman stated that he has a report for the Closed Session. Councilmember Hale inquired if there was anything new to report about 243 Barranca. City Attorney Reisman replied that there was nothing new to report.

MATTERS FROM THE CITY COUNCIL:

MAYOR BRUNY:

Nothing to report

MAYOR PRO-TEM LATHROP:

Nothing to report

COUNCILMEMBER BARAKAT:

Councilmember Barakat reported that the San Gabriel Valley Council of Governments and San Gabriel Valley Mosquito and Vector Control District have paid off their unfunded PERS liabilities.

COUNCILMEMBER HALE:

Nothing to report

COUNCILMEMBER LEWIS:

Nothing to report

ITEMS FOR FUTURE AGENDAS:

Councilmember Hale stated that he would like to see a status report from RKA on the Bradbury Road/Wildrose Avenue Street Widening Project. City Manager Kearney replied that he could sent out a status report with the Weekly Memo. Councilmember Hale stated that a memo would be fine.

Mayor Pro-Tem Lathrop would like to discuss whether or not to publish Bradbury Crime Stats for residents.

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: Building & Safety

B. Conference with Labor Negotiator

Government Code Section 54957.6

Agency Negotiator: Cary S. Reisman, City Attorney

Unrepresented Employee: City Manager

REPORT FROM CLOSED SESSION:

City Attorney Reisman reported that City Council met in Closed Session and instructed the City Manager with regards to A) Public Employee Performance Evaluation. The City Council instructed the City Attorney in regards to B) Conference with Labor Negotiator. No formal votes were taken.

ADJOURNMENT:

At 8:40 p.m. Mayor Bruny adjourned the meeting to an Adjourned Meeting on Monday, March 22, 2022 at 10:00 a.m.

MAYOR – CITY OF BRADBURY

ATTEST:

CITY CLERK – CITY OF BRADBURY

**MINUTES OF AN ADJOURNED MEETING OF THE
CITY COUNCIL OF THE CITY OF BRADBURY**

**HELD ON MONDAY, MARCH 22, 2022
AT 10:00 AM (VIA ZOOM)**

EXECUTIVE ORDER NO. 25-20:

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

MEETING CALLED TO ORDER:

The Adjourned Meeting of the City Council of the City of Bradbury was called to order by Mayor Bruny at 10:00 a.m.

ROLL CALL:

PRESENT: Mayor Bruny, Councilmembers Barakat and Lewis

ABSENT: Mayor Pro-Tem Lathrop, Councilmember Hale

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

PUBLIC COMMENT:

None

RESOLUTION NO. 22-09:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BRADBURY, CALIFORNIA, PROVIDING FOR APPOINTMENT TO THE OFFICES OF THIS CITY THAT WERE TO BE ELECTED ON TUESDAY, JUNE 7, 2022

SUMMARY:

At the close of the nomination period on Friday, March 11, 2022, there are not more candidates than offices to be elected.

Pursuant to §10229 of the Elections Code of the State of California, the following action is being taken:

The following persons are being appointed to the office to which they were nominated, and are considered to be the same as being elected, pursuant to §10229(a)(3) of the Elections Code:

RICHARD G. BARAKAT,
MEMBER OF THE CITY COUNCIL, DISTRICT THREE
for the full term of four years, ending June 2026

ELIZABETH BRUNY,
MEMBER OF THE CITY COUNCIL, DISTRICT FIVE
for the full term of four years, ending June 2026

**MOTION TO APPROVE
RESOLUTION NO. 22-09:**

Councilmember Barakat made a motion to adopt Resolution No. 22-09 providing for the Appointment to the Offices of this City that were to be elected on Tuesday, June 7, 2022. Councilmember Lewis seconded the motion, which was carried by the following roll call vote:

APPROVED:

AYES: Mayor Bruny, Councilmembers Barakat and Lewis

NOES: None

ABSENT: Mayor Pro-Tem Lathrop, Councilmember Hale

Motion passed 3:0

ELECTION CANCELLED:

The election scheduled to be held on Tuesday, June 7, 2022 is now cancelled.

ADJOURNMENT:

At 10:02 a.m. Mayor Bruny adjourned the meeting to a Regular Meeting on Tuesday, April 19, 2022 at 7:00 p.m.

MAYOR – CITY OF BRADBURY

ATTEST:

CITY CLERK – CITY OF BRADBURY

RESOLUTION NO. 22-10

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BRADBURY, CALIFORNIA,
APPROVING DEMANDS AND WARRANTS NO. 16865 THROUGH NO. 16882
(PRE-RELEASED CHECKS)
AND DEMANDS AND WARRANTS NO. 16883 THROUGH NO. 16905
(REGULAR CHECKS)**

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

Section 1. That the demands as set forth hereinafter are approved and warrants authorized to be drawn for payment from said demands in the amount of \$5,120.92 (pre-released Checks) and \$54,592.29 at April 19, 2022 from the General Checking Account

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

| <u>Check</u> | <u>Name and (Due Date)</u> | <u>Description</u> | <u>Amount</u> | |
|--------------|--|---|---|----------|
| 16865 | Molly Maid (3/9/22) | 28-Feb-2022 Cleaning 07-Mar 2022 Cleaning <i>Acct. 101-16-6460</i> | \$105.00 <u>\$105.00</u> | \$210.00 |
| 16866 | Delta Dental (3/1/22) | <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 |
| 16867 | Molly Maid (3/22/22) | 14-Mar-2022 Cleaning 21-Mar-2022 Cleaning <i>Acct. 101-16-6460</i> | \$105.00 <u>\$105.00</u> | \$210.00 |
| 16868 | California American Water (3/31/22) | <u>Service Address:</u> 600 Winston (City Hall) <i>Acct. 101-16-6400</i> 1775 Woodlyn (Royal Oaks Trail) <i>Acct. 200-48-6400</i> | \$372.85 <u>\$540.28</u> | \$913.13 |
| 16869 | California American Water (4/1/22) | <u>Service Address:</u> 301 Mt Olive Drive Irrigation 2410 Mt Olive Lane Irrigation 2256 Gardi Street <i>Acct. 200-48-6400</i> | \$141.66 \$71.13 <u>\$56.80</u> | \$269.59 |

| <u>Check</u> | <u>Name and (Due Date)</u> | <u>Description</u> | <u>Amount</u> | |
|--------------|---|--|---|--------------------------|
| 16870 | Delta Dental (4/1/22) | <u>Dental Insurance:</u> City Manager (family) Acct. 101-12-5100 City Clerk Acct. 101-13-5100 Management Analyst Acct. 101-16-5100 | \$131.43 \$42.88 <u>\$42.88</u> | \$217.19 |
| 16871 | Vision Service Plan (4/1/22) | <u>Vision Insurance:</u> City Manager (family) Acct. 101-12-5100 City Clerk Acct. 101-13-5100 Management Analyst Acct. 101-13-5100 | \$61.07 \$23.66 <u>\$23.66</u> | \$108.39 |
| 16872 | The Standard (4/1/22) | <u>Basic Life and AD&D:</u> City Manager Acct. 101-12-5100 City Clerk Acct. 101-13-5100 Management Analyst Acct. 101-13-5100 | \$9.25 \$9.25 <u>\$9.25</u> | \$27.75 |
| 16873 | Data Ticket (3/30/22) | Daily Citation Processing Acct. 101-23-6210 | | \$1.95 |
| 16874 | Spectrum (4/9/22) | Business Internet Acct. 101-16-6230 | | \$169.98 |
| 16875 | Southern California Edison (4/13/22) | 2298 Gardi Street Acct. 200-48-6400 | | \$39.43 |
| 16876 | Southern California Edison (4/13/22) | City Hall Utilities Acct. 101-16-6400 | | \$236.18 |
| 16877 | The Gas Company (4/18/22) | City Hall Utilities Acct. 101-16-6400 | | \$29.99 |
| 16878 | Staples (4/15/22) | Office Supplies Acct. 101-62-6200 Tech Expense (Copier) Acct. 113-20=8121 | \$151.39 <u>\$1,866.48</u> | \$2,017.87 |
| 16879 | Frontier (4/15/22) | Fire Alarm Line Acct. 101-23-7420 | | \$110.38 |
| 16880 | T-Mobile (4/18/22) | Mobile Internet (Hot Spot) Acct. 113-20-8120 | | \$32.00 |

| | | | |
|-------|--|--|--------|
| 16881 | Division of the State Architect (3/31/21) | DSA 786 – Disability Access & Education Fee Quarterly Report for Jan-Mar 2022 <i>Acct. 101-00-4350</i> | \$9.90 |
|-------|--|--|--------|

| | | | |
|-------|------------------------|--|----------|
| 16882 | Molly Maid (4/9/22) | 28-Mar-2022 Cleaning 04-Apr-2022 Cleaning <i>Acct. 101-16-6460</i> | \$300.00 |
|-------|------------------------|--|----------|

| | |
|----------------------------------|-------------------|
| Total Pre-Released Checks | \$5,120.92 |
|----------------------------------|-------------------|

REGULAR CHECKS:

| <u>Check</u> | <u>Name and (Invoice Date)</u> | <u>Description</u> | <u>Amount</u> |
|--------------|--|--|---|
| 16883 | California American Water (4/7/31/22) | <u>Service Address:</u> 600 Winston (City Hall) <i>Acct. 101-16-6400</i> 1775 Woodlyn (Royal Oaks Trail) <i>Acct. 200-48-6400</i> | \$375.56 <u>\$563.29</u> \$938.85 |
| 16884 | Claudia Saldana (3/31/22) | Mileage Reimbursement Jan-Mar 2022 <i>Acct. 101-13-6050</i> | \$10.53 |
| 16885 | DUDEK (3/18/22) | Chadwick Ranch Estates Fire Protection Plan <i>Acct. 103-00-2039</i> | \$362.50 |
| 16886 | Jones & Mayer (3/31/22) | <u>City Attorney:</u> March Retainer <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 \$455.00 <u>\$2,300.00</u> \$5,405.00 |
| 16887 | Kevin Kearney (Apr 2022) | Monthly Cell Phone Allowance <i>Acct. 101-12-6440</i> | \$75.00 |
| 16888 | Michael Baker International (4/1/22) | Chadwick Ranch: Professional Services through period ending Feb 27, 2022 <i>Acct. 103-00-2039</i> | \$2,560.00 |
| 16889 | Municode (3/11/22) | Electronic Page Update and Electronic Images, Graphics & Tabular Matter | \$1,316.00 |
| 16890 | Pasadena Humane Society (3/31/22) | Animal Control Services for Mar 2022 <i>Acct. 101-25-7000</i> | \$954.17 |

| <u>Check</u> | <u>Name and (Invoice Date)</u> | <u>Description</u> | <u>Amount</u> |
|--------------|--|--|---------------|
| 16891 | Post Alarm Systems (3/30/22) | Replaced 3 panic buttons and tested signals <i>Acct. 101-23-7420</i> | \$389.22 |
| 16892 | Post Alarm Systems (4/4/22) | City Hall Monitoring for May 2022 Fire & Intrusion Systems <i>Acct. 101-23-7420</i> | \$128.46 |
| 16893 | Priority Landscape Services (3/30/22) | <u>Invoice No. 11967:</u> Planting on Royal Oaks Trail <i>Acct. 101-21-7015</i> \$552.42 <i>Acct. 205-48-7735 (TDA)</i> <u>\$2,919.58</u> | \$3,472.00 |
| 16894 | Priority Landscape Services (3/29/22) | <u>Invoice No. 11968:</u> Planting on Mt Olive Drive <i>Acct. 101-21-7035</i> | \$308.00 |
| 16895 | Priority Landscape Services (4/1/22) | <u>April 2021 Landscape Services:</u> Bradbury Civic Center \$220.45 <i>Acct. 101-21-7020</i> Royal Oaks Drive North \$434.59 <i>Acct. 101-21-7015</i> Lemon Trail \$144.87 <i>Acct. 101-21-7045</i> Mt. Olive Drive Entryway & Trail <u>\$585.77</u> <i>Acct. 101-21-7035</i> | \$1,385.68 |
| 16896 | RKA Consulting Group (3/15/22) (3/15/22) (3/17/22) (3/17/22) | Chadwick Ranch Estates \$1,180.00 <i>Acct. 103-00-2039</i> BBY/Wild Rose Street Widening \$5,016.75 <i>Acct. 201-48-7750</i> City Engineering Services \$294.00 <i>Acct. 101-19-7230</i> Development Projects <u>\$2,383.50</u> <i>Acct. 101-19-7230</i> | \$8,874.25 |
| 16897 | Southern California Edison (4/2/22) | Street Lights <i>Acct. 200-48-6410</i> | \$955.24 |
| 16898 | LA County Sheriff's Dept. (3/10/22) | Feb 2022 Law Enforcement Services <i>Acct. 101-23-7410</i> | \$10,578.30 |
| 16899 | Sophia Musa (3/31/22) | Mileage Reimbursement March 2022 <i>Acct. 101-16-6050</i> | \$129.87 |
| 16900 | Steven Li (3/9/22) | Refund for overpaid Planning Dept Fees For 28 Dovetail Lane <i>Acct. 101-00-4460</i> | \$267.00 |

| <u>Check</u> | <u>Name and (Invoice Date)</u> | <u>Description</u> | <u>Amount</u> |
|-----------------------------|---|---|---------------------------|
| 16901 | TeamLogic IT (4/1/22) | Computer Services <i>Acct. 113-20-8120</i> | \$684.00 |
| 16902 | UltraSystems (3/10/22) | Chadwick Ranch Estates Preparation of an EIR <i>Acct. 103-00-2039</i> | \$3,914.20 |
| 16903 | U.S. Bank Corporate Payment Systems (3/22/22) | <u>Kevin Kearney Visa Card:</u> Doodle.com (tech funds) \$83.40 <i>Acct. 113-20-8120</i> ZOOM (tech funds) \$49.00 <i>Acct. 113-20-8120</i> Amazon.com (KN95 face masks) <u>\$43.78</u> <i>Acct. 101-24-6470</i> <u>\$176.18</u> | |
| 16903 | U.S. Bank Corporate Payment Systems (3/22/22) | <u>Sophia Musa Visa Card:</u> Broadvoice (City Hall Telephone) <u>\$167.84</u> <i>Acct. 101-16-6440</i> <u>\$167.84</u> | \$344.02 |
| 16904 | VCA Code Group (2/15/22) (3/9/22) | City Planner Jan Retainer \$3,900.00 <i>Acct. 101-20-7210</i> Hourly Services (Jan) \$577.50 <i>Acct. 101-20-7224</i> City Planner Feb Retainer \$3,900.00 <i>Acct. 101-20-7210</i> Hourly Services (Feb) <u>\$2,062.50</u> <i>Acct. 101-20-7224</i> | \$10,440.00 |
| 16905 | West Coast Arborists (3/15/22) | 2022 Street Tree Maintenance <i>Acct. 101-21-7060</i> | \$1,100.00 |
| Total Regular Checks | | | <u>\$54,592.29</u> |

APRIL 2022 PAYROLL:

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

| | | | | |
|-----|---------------------------|---|------------|------------|
| ACH | Sophia Musa (Apr 2022) | Salary: Management Analyst Acct. 101-16-5010 | \$4,633.75 | |
| | | Withholdings | (859.91) | |
| | | Acct. 101-00-2011 | | |
| | | PERS Employee Share Acct. 101-16-5100 | (312.78) | \$3,461.06 |

| | |
|----------------------|--------------------|
| Total Payroll | \$15,882.34 |
|----------------------|--------------------|

ELECTRONIC FUND TRANSFER (EFT) PAYMENTS FOR APRIL 2022:

| | | | | |
|-----|---|--|---|------------|
| EFT | Aetna (Apr 2022) | <u>Health Insurance for April 2022:</u> City Manager Acct. 101-12-5100 | \$1,731.46 | |
| | | City Clerk Acct. 101-13-5100 | \$929.38 | |
| | | Management Analyst Acct. 101-16-5100 | <u>\$747.00</u> | \$3,407.84 |
| EFT | EDD (Apr 2022) | State Tax Withholdings SDI Acct. 101-00-2011 | \$791.38 <u>\$228.55</u> | \$1,019.93 |
| EFT | Dept. of Treasury Internal Revenue Service (Apr 2022) | Federal Tax Withholdings Social Security Medicare (Employee's portion of Social Security and Medicare is matched by the City) Acct. 101-00-2011 | \$1,972.58 \$2,576.36 <u>\$602.54</u> | \$5,151.48 |
| EFT | California PERS (Apr 2022) | City Manager Acct. 101-12-5100 City Clerk Acct. 101-13-5100 Management Analyst Acct. 101-16-5100 | \$1,643.31 \$864.46 <u>\$664.48</u> | \$3,172.25 |
| EFT | California PERS (Apr 2022) | Unfunded Accrued Liability UAL Payment (Classic) UAL Payment (PEPRA) Acct. 101-16-6240 | \$783.75 <u>\$16.08</u> | \$799.83 |
| EFT | California PERS (4/29/22) | Replacement Benefit Contribution Acct. 101-16-6241 | | \$304.56 |

MAYOR – CITY OF BRADBURY

ATTEST:

CITY CLERK – CITY OF BRADBURY

"I, Claudia Saldana, City Clerk, hereby certify that the foregoing Resolution, being Resolution No. 22-10, was duly adopted by the City Council of the City of Bradbury, California, at a regular meeting held on the 19th day April, 2022 by the following roll call vote:"

AYES:

NOES:

ABSENT:

CITY CLERK – CITY OF BRADBURY



Remit payment and make checks payable to:
STAPLES CREDIT PLAN
DEPT. 11 - 0005337241
PO BOX 9001036
LOUISVILLE, KY 40290-1036

INVOICE DETAIL

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

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

| Amount Due: | Trans Date: | DUE DATE: | Invoice #: |
|-------------|-------------|--------------------------------|------------|
| \$28.45 | 02/16/22 | 04/15/22 | 3025187041 |
| PO: | | Store: 100088887, WESTBORO, MA | |

| PRODUCT | SKU # | QUANTITY | UNIT PRICE | TOTAL PRICE |
|---------------------------|--------|-----------|------------|-------------|
| HAMMERMILL COPY PLUS PAPE | 122374 | 1.0000 EA | \$69.99 | \$69.99 |
| OXFORD BLACK N RED PROFES | 652467 | 1.0000 EA | \$10.99 | \$10.99 |
| COUPONDISCOUNT | 558100 | 1.0000 ST | -\$19.61 | -\$19.61 |
| COUPONDISCOUNT | 558100 | 1.0000 ST | -\$30.00 | -\$30.00 |
| COUPONDISCOUNT | 558100 | 1.0000 ST | -\$5.39 | -\$5.39 |

Purchased by: CLAUDIA SALDANA
Order #: 9839677118

| | |
|----------|---------|
| SUBTOTAL | \$25.98 |
| TAX | \$2.47 |
| TOTAL | \$28.45 |

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

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

| Amount Due: | Trans Date: | DUE DATE: | Invoice #: |
|-------------|-------------|--------------------------------|------------|
| \$1,866.48 | 02/24/22 | 04/15/22 | 3030095541 |
| PO: | | Store: 100088887, WESTBORO, MA | |

| PRODUCT | SKU # | QUANTITY | UNIT PRICE | TOTAL PRICE |
|---------------------------|--------|-----------|------------|-------------|
| HP 651A BLACK STANDARD YI | 990208 | 1.0000 EA | \$198.89 | \$198.89 |
| HP 651A CYAN STANDARD YIE | 990209 | 1.0000 EA | \$501.89 | \$501.89 |
| HP 651A MAGENTA STANDARD | 990211 | 1.0000 EA | \$501.89 | \$501.89 |
| HP 651A YELLOW STANDARD Y | 990210 | 1.0000 EA | \$501.89 | \$501.89 |
| COUPONDISCOUNT | 558100 | 1.0000 ST | -\$0.01 | -\$0.01 |

Purchased by: CLAUDIA SALDANA
Order #: 9839966979

| | |
|----------|------------|
| SUBTOTAL | \$1,704.55 |
| TAX | \$161.93 |
| TOTAL | \$1,866.48 |

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

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

| Amount Due: | Trans Date: | DUE DATE: | Invoice #: |
|-------------|-------------|--------------------------------|------------|
| \$122.94 | 03/09/22 | 04/15/22 | 3037675861 |
| PO: | | Store: 100088887, WESTBORO, MA | |

| PRODUCT | SKU # | QUANTITY | UNIT PRICE | TOTAL PRICE |
|---------------------------|--------|-----------|------------|-------------|
| PENDAFLEX WATERSHED REDRO | 618929 | 1.0000 EA | \$57.99 | \$57.99 |
| STAPLES EASYCLOSE SECURIT | 787385 | 1.0000 EA | \$31.99 | \$31.99 |
| PAPER MATE FLAIR FELT PEN | 228445 | 1.0000 EA | \$32.99 | \$32.99 |
| COUPONDISCOUNT | 558100 | 1.0000 ST | -\$6.04 | -\$6.04 |
| COUPONDISCOUNT | 558100 | 1.0000 ST | -\$4.66 | -\$4.66 |

Purchased by: CLAUDIA SALDANA
Order #: 9840350589

| | |
|----------|----------|
| SUBTOTAL | \$112.27 |
| TAX | \$10.67 |
| TOTAL | \$122.94 |

see CK# 16878





P.O. BOX 6343
FARGO ND 58125-6343



ACCOUNT NUMBER 4246 0445 5575 6224
STATEMENT DATE 03-22-2022
AMOUNT DUE \$327.64
NEW BALANCE \$327.64
PAYMENT DUE ON RECEIPT



000000454 01 SP 0.530 106481478359515 P

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

AMOUNT ENCLOSED

\$ 344.02

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

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

see CR # 16903

4246044555756224 000032764 000032764

Please tear payment coupon at perforation.

CORPORATE ACCOUNT SUMMARY

| CITY OF BRADBURY 4246 0445 5575 6224 | Previous Balance | Purchases And Other + Charges | + Cash Advances + | Cash Advance Fees + | Late Payment Charges | - Credits | - Payments | = New Balance |
|---|---------------------|-------------------------------------|----------------------|---------------------------|----------------------------|-----------|------------|------------------|
| Company Total | \$2,179.65 | \$344.02 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$2,196.03 | \$327.64 |

CORPORATE ACCOUNT ACTIVITY

CITY OF BRADBURY
4246-0445-5575-6224

TOTAL CORPORATE ACTIVITY
\$2,196.03 CR

| Post Date | Tran Date | Reference Number | Transaction Description | Amount |
|--------------|--------------|-------------------------|-----------------------------|-------------|
| 03-22 | 03-19 | 74798262081000000000702 | PAYMENT - THANK YOU 00000 C | 2,196.03 PY |

NEW ACTIVITY

KEVIN KEARNEY
4246-0446-0277-2711

CREDITS
\$0.00

PURCHASES
\$176.18

CASH ADV
\$0.00

TOTAL ACTIVITY
\$176.18

| Post Date | Tran Date | Reference Number | Transaction Description | Amount |
|--------------|--------------|-------------------------|---|--------|
| 02-23 | 02-23 | 74208472054000002392182 | WWW.DOODLE.COM ZURICH | 83.40 |
| 03-01 | 02-28 | 24011342059000049982302 | ZOOM.US 888-799-9666 WWW.ZOOM.US CA | 49.00 |
| 03-17 | 03-16 | 24692162075100067536242 | AMZN MKTP US*1Z04365X2 AMZN.COM/BILL WA | 43.78 |

CUSTOMER SERVICE CALL

800-344-5696

ACCOUNT NUMBER

4246-0445-5575-6224

STATEMENT DATE

03/22/22

DISPUTED AMOUNT

.00

ACCOUNT SUMMARY

PREVIOUS BALANCE 2,179.65
PURCHASES &
OTHER CHARGES 344.02

CASH ADVANCES .00

CASH ADVANCE FEES .00

LATE PAYMENT
CHARGES .00

CREDITS .00

PAYMENTS 2,196.03

AMOUNT DUE

327.64

ACCOUNT BALANCE 327.64

SEND BILLING INQUIRIES TO:

U.S. Bank National Association

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

03/22/2022



| |
|---|
| Company Name: CITY OF BRADBURY |
| Corporate Account Number: 4246 0445 5575 6224 |
| Statement Date: 03-22-2022 |

see Ch# 16903

NEW ACTIVITY

| | | | | |
|---------------------|----------------|------------------|-----------------|-----------------------|
| SOPHIA MUSA | CREDITS | PURCHASES | CASH ADV | TOTAL ACTIVITY |
| 4246-0446-5320-2600 | \$0.00 | \$167.84 | \$0.00 | \$167.84 |

| Post Date | Tran Date | Reference Number | Transaction Description | Amount |
|-----------|-----------|-------------------------|----------------------------|--------|
| 03-15 | 03-14 | 24453512073017028773994 | BROADVOICE 888-325-5875 CA | 167.84 |

| | |
|--------------------------|----------|
| Department: 00000 Total: | \$344.02 |
| Division: 00000 Total: | \$344.02 |

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

CASH ON DEPOSIT BY ACCOUNT

Bank Accounts:
Wells Fargo Bank - General Checking

| Amount | Maturity | Interest Rate |
|-----------------|----------|---------------|
| \$ 1,334,610.69 | n/a | 0% |

Investments:
Local Agency Investment Fund (LAIF)

| | | |
|-----------------|-----|-------|
| \$ 3,362,756.99 | n/a | 0.37% |
|-----------------|-----|-------|

Ally Bank CD
Texas Exchange Bank Crowley CD

| | | |
|---------------|------------|-------|
| \$ 247,000.00 | 9/26/2022 | 1.95% |
| \$ 249,000.00 | 7/9/2024 | 0.50% |
| \$ 248,000.00 | 12/10/2024 | 0.90% |

Total

| |
|-----------------|
| \$ 5,441,367.68 |
|-----------------|

CASH & INVESTMENTS ON DEPOSIT BY FUND

Funds

General Fund (101)
Utility Users Tax Fund (102)
Deposits Fund (103)
Long Term Planning Fee Fund (112)
Technology Fee Fund (113)
Gas Tax Fund (200)
SB 1 Gas Tax Fund (201)
Prop A Fund (203)
Prop C Fund (204)
TDA Fund (205)
Sewer Fund (206)
STPL Fund (208)
Recycling Grant Fund (209)
Measure R Fund (210)
Measure M Fund (212)
Measure W Fund (213)
COPS Fund (215)
County Park Grant Fund (217)
CWPP Grant Fund (219)
Cares Act Fund (220)

| Amount |
|----------------|
| \$3,999,961.58 |
| \$589,560.89 |
| \$51,784.91 |
| \$5,267.65 |
| \$22,456.36 |
| \$8,139.28 |
| \$41,011.22 |
| \$21,352.71 |
| \$14,268.83 |
| \$2,919.58 |
| \$603.53 |
| \$1,050.58 |
| \$6,292.02 |
| \$78,791.12 |
| \$56,003.68 |
| (\$0.23) |
| \$403,461.96 |
| \$9,212.85 |
| \$502.23 |
| \$128,726.93 |

Total

| |
|-----------------|
| \$ 5,441,367.68 |
|-----------------|

*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

Revenues

| Acct. Number | Account Description | 2020-21 Budget | 2020-21 YTD @ 6/30/21 | | 2021-22 Budget | 2021-22 YTD @ 03/31/2022 | |
|-------------------------------------|----------------------------------|-------------------|--------------------------|-------------|-------------------|-----------------------------|-------------|
| General Fund: | | | | | | | |
| 101-00-4000 | Operating Transfers In | - | 44,815 | #DIV/0! | 665,476 | 667,520 | 100% |
| 101-00-4010 | Property Tax-Current Secured | 430,000 | 472,351 | 110% | 481,798 | 264,679 | 55% |
| 101-00-4030 | Property Tax-Current Unsecured | 14,000 | 20,542 | 147% | 18,000 | 14,491 | 81% |
| 101-00-4050 | Property Tax Prior Year | - | - | #DIV/0! | - | - | #DIV/0! |
| 101-00-4060 | Public Safety Augmentation F | 10,000 | 11,191 | 112% | 11,000 | 8,778 | 80% |
| 101-00-4070 | Delinquent Taxes | 6,000 | 10,080 | 168% | 8,000 | 7,699 | 96% |
| 101-00-4100 | Sales & Use Tax | 1,200 | 6,308 | 526% | 3,000 | 2,125 | 71% |
| 101-00-4110 | Franchise Fee-Cable TV | 26,000 | 23,316 | 90% | 27,000 | 13,834 | 51% |
| 101-00-4111 | PEG Fees | - | - | #DIV/0! | - | 2,774 | #DIV/0! |
| 101-00-4120 | Franchise Fee-SC Edison | 20,000 | 19,077 | 95% | 19,500 | - | 0% |
| 101-00-4130 | Franchise Fee-SC Refuse | 38,000 | 38,562 | 101% | 39,500 | 19,015 | 48% |
| 101-00-4140 | Franchise Fee-SC Gas Co. | 3,000 | 3,503 | 117% | 3,550 | - | 0% |
| 101-00-4150 | Franchise Fee-Cal Am Water | 40,000 | 47,376 | 118% | 47,500 | 46,363 | 98% |
| 101-00-4160 | AB939 Refuse Admin. Fee | 18,000 | 19,634 | 109% | 20,000 | - | 0% |
| 101-00-4190 | Real Property Transfer Tax | 20,000 | 29,088 | 145% | 22,500 | 27,558 | 122% |
| 101-00-4200 | Motor Vehicle In-Lieu | 140,000 | 144,160 | 103% | 145,000 | 73,811 | 51% |
| 101-00-4210 | Dist & Bail Forfeiture | 2,000 | 645 | 32% | 1,200 | 72 | 6% |
| 101-00-4220 | Fines-City | 1,000 | 4,901 | 490% | 2,500 | 1,416 | 57% |
| 101-00-4340 | BL Website Link | - | - | #DIV/0! | - | - | #DIV/0! |
| 101-00-4350 | Business License | 40,000 | 32,094 | 80% | 40,000 | 18,718 | 47% |
| 101-00-4360 | Movie & TV Permits | - | 34,060 | #DIV/0! | - | 65,370 | #DIV/0! |
| 101-00-4370 | Bedroom License Fee | 10,000 | 6,180 | 62% | 10,000 | 5,150 | 52% |
| 101-00-4410 | Variances & CUPs | 1,500 | 1,635 | 109% | 1,635 | 1,635 | 100% |
| 101-00-4420 | Lot Line Adjustment/Zone Changes | - | 14,578 | #DIV/0! | - | - | #DIV/0! |
| 101-00-4440 | Subdivisions/Lot Splits | - | 4,844 | #DIV/0! | - | - | #DIV/0! |
| 101-00-4460 | Planning Dept. Review | 70,000 | 73,539 | 105% | 65,000 | 20,693 | 32% |
| 101-00-4470 | Building Construction Permit | 85,000 | 103,845 | 122% | 100,000 | 72,114 | 72% |
| 101-00-4480 | Building Plan Check Fees | 90,000 | 51,245 | 57% | 100,000 | 96,724 | 97% |
| 101-00-4485 | Landscape Plan Check Permit | 3,500 | 9,913 | 283% | 9,000 | 9,422 | 105% |
| 101-00-4490 | Green Code Compliance | 6,500 | 7,989 | 123% | 10,000 | 13,104 | 131% |
| 101-00-4500 | Civic Center Rental Fee | 900 | 900 | 100% | 900 | 360 | 40% |
| 101-00-4530 | Environmental & Other Fees | 1,300 | 3,240 | 249% | 2,500 | 742 | 30% |
| 101-00-4540 | City Engineering Plan Check | 50,000 | 98,084 | 196% | 100,000 | 51,020 | 51% |
| 101-00-4600 | Interest Income | 50,000 | 6,523 | 13% | 50,000 | 5,671 | 11% |
| 101-00-4700 | Sales of Maps & Publications | 200 | 15 | 8% | 100 | - | 0% |
| 101-00-4800 | Other Revenue | - | - | #DIV/0! | - | 82 | #DIV/0! |
| 101-00-4850 | Cal-Am Loan Repayment | 4,820 | 4,820 | 100% | 4,820 | - | 0% |
| 101-00-4900 | Reimbursements | 500 | 49,766 | 9953% | 2,000 | 12,646 | 632% |
| 101-00-4920 | Sale of Prop. A Funds | - | 48,000 | #DIV/0! | - | - | #DIV/0! |
| 101-23-4950 | Vacant Property Registry Fee | 100 | - | 0% | 100 | - | 0% |
| 101-24-4610 | Donations | - | - | #DIV/0! | 500 | - | 0% |
| Total General Fund Revenues | | 1,183,520 | 1,446,819 | 122% | 2,012,079 | 1,523,586 | 76% |
| Utility Users Tax Fund: | | | | | | | |
| 102-00-4600 | Interest | 10,000 | 6,322 | 63% | 5,000 | 3,458 | 69% |
| 102-00-4830 | Electric | - | 2 | #DIV/0! | - | - | #DIV/0! |
| | | 10,000 | 6,324 | | 5,000 | 3,458 | 69% |
| Deposits Fund: | | | | | | | |
| 103-00-2039 | Chadwick Ranch Development | 244,209 | 78,209 | 32% | 75,000 | 101,225 | 135% |
| | | 244,209 | 78,209 | 32% | 75,000 | 101,225 | 135% |
| Long Term Planning Fee Fund: | | | | | | | |
| 112-00-4490 | Long-Term Planning Fee | 3,000 | 2,724 | 91% | 4,000 | 3,714 | 93% |
| 112-00-4600 | LTP Fee Interest Income | 300 | 66 | 22% | 150 | 18 | 12% |
| | | 3,300 | 2,790 | | 4,150 | 3,732 | 90% |

Revenues

| Acct. Number | Account Description | 2020-21 Budget | 2020-21 YTD @ 6/30/21 | | 2021-22 Budget | 2021-22 YTD @ 03/31/2022 | |
|---|--------------------------------|-------------------|--------------------------|---------|-------------------|-----------------------------|---------|
| Technology Fee Fund: | | | | | | | |
| 113-00-4520 | Technology Fee | 7,000 | 10,182 | 145% | 11,000 | 6,397 | 58% |
| 113-00-4600 | Technology Fee Interest Income | 800 | 364 | 46% | 500 | 159 | 32% |
| | | 7,800 | 10,546 | 135% | 11,500 | 6,556 | 57% |
| Gas Tax Fund: | | | | | | | |
| 200-00-4200 | TCRA Funds | 1,200 | | 0% | - | | #DIV/0! |
| 200-00-4600 | Interest | - | 136 | #DIV/0! | 200 | 70 | 35% |
| 200-48-4260 | Gas Tax | 22,500 | 28,435 | 126% | 35,000 | 20,723 | 59% |
| | | 23,700 | 28,571 | 121% | 35,200 | 20,793 | 59% |
| SB1 Gas Tax Fund: | | | | | | | |
| 201-00-4000 | Transfers In | | | | | | |
| 201-00-4260 | Gas Tax | 13,500 | 19,369 | 143% | 30,000 | 12,136 | 40% |
| 201-00-4600 | Gas Tax Interest | - | 412 | #DIV/0! | 300 | 258 | 86% |
| | | 13,500 | 19,781 | 147% | 30,300 | 12,394 | 41% |
| Prop. A Fund: | | | | | | | |
| 203-40-4260 | Prop. A Transit Funds | 25,094 | 21,669 | 86% | 25,000 | 19,907 | 80% |
| 203-40-4600 | Prop. A Transit Interest | 300 | 444 | 148% | 200 | 52 | 26% |
| | | 25,394 | 22,113 | 87% | 25,200 | 19,959 | 79% |
| Prop. C Fund: | | | | | | | |
| 204-48-4260 | Prop. C Funds | 20,813 | 17,974 | 86% | 23,000 | 16,513 | 72% |
| 204-48-4600 | Prop. C Interest | - | 171 | #DIV/0! | 450 | 121 | 27% |
| | | 20,813 | 18,145 | 87% | 23,450 | 16,634 | 71% |
| Transportation Development Act Fund: | | | | | | | |
| 205-48-4260 | TDA Funds | 5,000 | 9,014 | 180% | 5,000 | 3,336 | 67% |
| 205-48-4600 | TDA Interest | - | 10 | #DIV/0! | - | 12 | #DIV/0! |
| | | 5,000 | 9,024 | 180% | 5,000 | 3,348 | 67% |
| Sewer Fund: | | | | | | | |
| 206-00-4000 | Transfers In | 240,000 | 240,000 | 100% | - | | #DIV/0! |
| 206-50-4600 | Sewer Fund Interest | 11,000 | 6,319 | 57% | - | 2,640 | #DIV/0! |
| 206-50-4606 | Winston Ave. Assessment | | 67,433 | #DIV/0! | | | #DIV/0! |
| | | 251,000 | 313,752 | | - | 2,640 | #DIV/0! |
| STPL Fund: | | | | | | | |
| 208-00-4260 | STPL Funds | | | | | | |
| 208-00-4600 | STPL Interest | | 10 | #DIV/0! | 10 | 6 | 60% |
| | | | 10 | #DIV/0! | 10 | 6 | 60% |
| Recycling Grant Fund: | | | | | | | |
| 209-00-4260 | Recycling Grant Funds | 5,000 | - | 0% | 5,000 | | 0% |
| 209-00-4600 | Recycling Grant Interest | 50 | 99 | 198% | 100 | 36 | 36% |
| | | 5,050 | 99 | 2% | 5,100 | 36 | 1% |
| Measure R Fund: | | | | | | | |
| 210-48-4260 | Measure R Funds | 15,572 | 13,499 | 87% | 18,000 | 12,384 | 69% |
| 210-00-4600 | Measure R Interest | 800 | 561 | 70% | 300 | 409 | 136% |
| | | 16,372 | 14,060 | 86% | 18,300 | 12,793 | 70% |
| Measure M Fund | | | | | | | |
| 212-48-4260 | Measure M Funds | 16,005 | 15,295 | 96% | 16,500 | 14,015 | 85% |
| 212-00-4600 | Measure M Interest | 300 | 335 | 112% | 400 | 272 | 68% |
| | | 16,305 | 15,630 | 96% | 16,900 | 14,287 | 85% |

Revenues

| Acct. Number | Account Description | 2020-21 Budget | 2020-21 YTD @ 6/30/21 | | 2021-22 Budget | 2021-22 YTD @ 03/31/2022 | |
|--|------------------------------------|-------------------|--------------------------|---------|-------------------|-----------------------------|---------|
| Measure W Fund | | | | | | | |
| 213-48-4260 | Measure W Funds | 60,000 | 50,506 | 84% | 50,500 | | 0% |
| 213-48-4600 | Measure W Interest | - | - | #DIV/0! | - | | #DIV/0! |
| | | 60,000 | 50,506 | 84% | 50,500 | - | 0% |
| Citizen's Option for Public Safety (COPS) Fund: | | | | | | | |
| 215-23-4260 | COPs Funds | 100,000 | 100,000 | 100% | 100,000 | 161,285 | 161% |
| 215-00-4600 | COPs Interest | 3,000 | 2,200 | 73% | 2,500 | 1,965 | 79% |
| | | 103,000 | 102,200 | 99% | 102,500 | 163,250 | 159% |
| County Park Grant: | | | | | | | |
| 217-00-4210 | County Park Grant | | 324 | | | | |
| 217-00-4600 | Grant Fund Interest Income | 100 | 539 | 539% | 500 | 53 | 11% |
| | | 100 | 863 | 863% | 500 | 53 | 11% |
| Fire Safe Grant: | | | | | | | |
| 219-00-4260 | Community Wildfire Protection Plan | 45,000 | 20,148 | 45% | 24,994 | 3,797 | 15% |
| 219-00-4600 | Fire Safe Grant Interest Income | 150 | 50 | 33% | 75 | | 0% |
| | | 45,150 | 20,198 | 45% | 25,069 | 3,797 | 15% |
| Covid-19 Fund: | | | | | | | |
| 220-00-4215 | ARPA Revenues | - | 177,983 | #DIV/0! | 100,000 | | 0% |
| 220-00-4600 | Interest Income | - | 38 | #DIV/0! | - | 744 | #DIV/0! |
| | | - | 178,021 | #DIV/0! | 100,000 | 744 | 1% |
| Total Revenues | | 2,034,213 | 2,337,661 | 115% | 2,545,758 | 1,909,291 | 75% |

Expenditures

| Account Description | 2020-21 Budget | 2020-21 YTD @ 6/30/21 | | 2021-22 Budget | 2021-22 YTD @ 03/31/2022 | |
|--|-------------------|--------------------------|---------|-------------------|-----------------------------|---------|
| General Fund: | | | | | | |
| 101-00-5000 Transfers Out | 240,000 | 240,000 | 100% | - | - | #DIV/0! |
| City Council Division: | | | | | | |
| 101-11-6100 Events and awards | - | - | #DIV/0! | 6,500 | | 0% |
| 101-11-6110 City Newsletter | 300 | 245 | 82% | - | | #DIV/0! |
| 101-11-6500 Community Support (homelessness) | 4,000 | 3,000 | 75% | 3,000 | | 0% |
| | 4,300 | 3,245 | 75% | 9,500 | - | 0% |
| City Manager Division: | | | | | | |
| 101-12-5010 Salaries | 120,000 | 124,080 | 103% | 126,720 | 95,193 | 75% |
| 101-12-5100 Benefits | 49,455 | 48,927 | 99% | 50,747 | 37,401 | 74% |
| 101-12-6020 Meetings & Conferences | 3,500 | 295 | 8% | 5,000 | 2,965 | 59% |
| 101-12-6025 Expense Account | 1,250 | 760 | 61% | 1,500 | 279 | 19% |
| 101-12-6050 Mileage | 1,000 | 418 | 42% | 1,000 | 395 | 40% |
| 101-12-6440 Cell Phone | 1,000 | 825 | 83% | 1,000 | 1,181 | 118% |
| | 176,205 | 175,305 | 99% | 185,967 | 137,414 | 74% |
| City Clerk Division: | | | | | | |
| 101-13-5010 Salaries | 61,424 | 63,512 | 103% | 67,000 | 50,250 | 75% |
| 101-13-5100 Benefits | 26,126 | 26,424 | 101% | 30,000 | 20,979 | 70% |
| 101-13-6020 Meetings & Conferences | - | | #DIV/0! | - | | #DIV/0! |
| 101-13-6050 Mileage | 115 | 55 | 48% | 100 | 38 | 38% |
| 101-13-6210 Special Department Supplies | 275 | - | 0% | 275 | | 0% |
| 101-13-6220 Election Supplies | 500 | - | 0% | 500 | 564 | 113% |
| 101-13-6225 Codification | 5,000 | 2,197 | 44% | 3,000 | 2,296 | 77% |
| 101-13-7000 Contract Election Services | - | - | #DIV/0! | 15,000 | | 0% |
| | 93,440 | 92,188 | 99% | 115,875 | 74,127 | 64% |
| Finance Division: | | | | | | |
| 101-14-5010 Salaries | 14,000 | 14,895 | 106% | 15,789 | 8,953 | 57% |
| 101-14-5100 Benefits | 1,357 | 1,304 | 96% | 1,355 | 512 | 38% |
| 101-14-6210 Special Department Supplies | 50 | 794 | 1588% | 400 | 400 | 100% |
| 101-14-6230 Contracted Computer Services | 1,000 | 1,231 | 123% | 1,000 | 1,150 | 115% |
| 101-14-7010 Contracted Banking Services | 4,500 | 5,735 | 127% | 4,500 | 3,860 | 86% |
| 101-14-7020 Contracted Audit Services | 18,500 | 17,000 | 92% | 19,000 | | 0% |
| 101-14-7040 GASB Reports | 725 | 700 | 97% | 700 | 700 | 100% |
| | 40,132 | 41,659 | 104% | 42,744 | 15,575 | 36% |
| City Attorney Division: | | | | | | |
| 101-15-7020 City Attorney Retainer | 31,800 | 31,800 | 100% | 31,800 | 21,200 | 67% |
| 101-15-7070 City Attorney Special Service | 2,500 | 24,260 | 970% | 3,000 | 7,540 | 251% |
| 101-15-7075 Development Code Update | | 2,150 | #DIV/0! | | 6,373 | #DIV/0! |
| 101-15-7080 Seminars & Training | 1,100 | 750 | 68% | - | - | #DIV/0! |
| 101-15-6125 City Attorney-Planning | | | #DIV/0! | 3,000 | - | 0% |
| 101-15-7450 City Attorney-Code Enforcement | | | #DIV/0! | 2,000 | | 0% |
| | 35,400 | 58,960 | 167% | 39,800 | 35,113 | 88% |
| General Government Division: | | | | | | |
| 101-16-5010 Salaries | 48,308 | 49,334 | 102% | 55,605 | 41,704 | 75% |
| 101-16-5100 Benefits | 15,488 | 8,736 | 56% | 14,286 | 12,213 | 85% |
| 101-16-6010 Seminars & Training | 1,000 | | 0% | 1,000 | 415 | 42% |
| 101-16-6020 Meetings & Conferences | 200 | 225 | 113% | 200 | 682 | 341% |
| 101-16-6040 Transportation & Lodging | 500 | | 0% | 500 | | 0% |
| 101-16-6050 Mileage | 300 | 149 | 50% | 300 | 242 | 81% |
| 101-16-6120 Postage | 700 | 201 | 29% | 700 | 249 | 36% |
| 101-16-6200 Office Supplies | 1,000 | 3,329 | 333% | 3,000 | 657 | 22% |
| 101-16-6210 Special Departmental Supplies | - | | #DIV/0! | | 997 | #DIV/0! |
| 101-16-6230 Computer & Website Services | 10,000 | 4,475 | 45% | 10,000 | 1,886 | 19% |

Expenditures

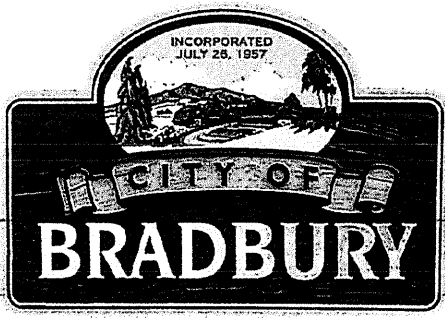
| | | 2020-21 | 2020-21 | | 2021-22 | 2021-22 | |
|---|---------------------------------------|---------|---------------|---------|---------|------------------|---------|
| Account Description | | Budget | YTD @ 6/30/21 | | Budget | YTD @ 03/31/2022 | |
| 101-16-6240 | PERS UAL Payment | 4,500 | 6,291 | 140% | 6,291 | 7,198 | 114% |
| 101-16-6241 | PERS Replacement Benefit Contribution | 2,500 | 2,566 | 103% | 2,600 | 2,518 | 97% |
| 101-16-6242 | PERS SSA 218 Annual Fee | 200 | 200 | 100% | 200 | | 0% |
| 101-16-6250 | Copier & Duplications | 1,200 | | 0% | | - | #DIV/0! |
| 101-16-6300 | Insurance | 35,000 | 36,352 | 104% | 39,187 | 36,652 | 94% |
| 101-16-6400 | Utilities | 3,200 | 7,029 | 220% | 7,380 | 5,206 | 71% |
| 101-16-6440 | Telephone | 2,300 | 2,143 | 93% | 2,100 | 680 | 32% |
| 101-16-6450 | Building Operations | 1,200 | 1,153 | 96% | 1,200 | 439 | 37% |
| 101-16-6460 | Building & Cleaning Service | 3,200 | 4,840 | 151% | 4,500 | 3,675 | 82% |
| 101-16-6470 | Maintenance & Supplies | 500 | 4,387 | 877% | 500 | 790 | 158% |
| 101-16-7435 | Redistricting | | #DIV/0! | | 15,000 | 40,250 | 268% |
| 101-16-6415 | Street Signs | | - | #DIV/0! | 6,000 | | 0% |
| | | 131,296 | 131,410 | 100% | 170,550 | 156,453 | 92% |
| Engineering Division: | | | | | | | |
| 101-19-7230 | Contracted Engineering Services | 75,000 | 74,148 | 99% | 80,000 | 46,319 | 58% |
| | | 75,000 | 74,148 | 99% | 80,000 | 46,319 | 58% |
| Planning, Zoning & Development Division: | | | | | | | |
| 101-20-6020 | Meetings & Conferences | | | | | | |
| 101-20-6120 | Postage | 500 | 317 | 63% | 500 | 35 | 7% |
| 101-20-6210 | Special Department Supplies | 500 | 1,935 | 387% | 500 | 107 | 21% |
| 101-20-6240 | Environmental Filing Fees | 500 | | 0% | 500 | | 0% |
| 101-20-7210 | City Planner Retainer | 46,800 | 46,800 | 100% | 46,800 | 18,425 | 39% |
| 101-20-7220 | Contracted Building & Safety | 90,000 | 80,941 | 90% | 120,000 | 37,607 | 31% |
| 101-20-7240 | City Planner Special Service | 15,000 | 22,275 | 149% | 15,000 | - | 0% |
| 101-20-7245 | General Plan update | 134,460 | 14,966 | 11% | | - | #DIV/0! |
| 101-20-7075 | Development Code Update | - | - | #DIV/0! | 2,000 | | 0% |
| | | 287,760 | 167,234 | 58% | 185,300 | 56,174 | 30% |
| Parks & Landscape Maintenance Division: | | | | | | | |
| 101-21-7015 | Royal Oaks Trail Maintenance | 10,000 | 7,039 | 70% | 10,000 | 6,869 | 69% |
| 101-21-7020 | City Hall Grounds Maintenance | 7,000 | 4,443 | 63% | 7,000 | 7,442 | 106% |
| 101-21-7025 | Trail Maintenance | 10,000 | 12,124 | 121% | 10,000 | 933 | 9% |
| 101-21-7035 | Mt.Olive Entrance & Trail | 12,000 | 10,345 | 86% | 12,000 | 4,704 | 39% |
| 101-21-7045 | Lemon/RO Horse Trail | 7,000 | 3,430 | 49% | 7,000 | 1,105 | 16% |
| 101-21-7060 | Street Tree Trimming | - | 560 | #DIV/0! | 15,000 | 250 | 2% |
| | | 46,000 | 37,941 | 82% | 61,000 | 21,303 | 35% |
| Public Safety Division: | | | | | | | |
| 101-23-6210 | Special Departmental Services | - | 11 | #DIV/0! | | 36 | #DIV/0! |
| 101-23-7410 | Contract Services Sheriff | 125,121 | 125,120 | 100% | 126,940 | 74,048 | 58% |
| 101-23-7420 | City Hall Security | 3,000 | 3,537 | 118% | 3,000 | 3,664 | 122% |
| 101-23-7450 | Code Enforcement | 12,000 | 19,615 | 163% | 12,000 | 1,386 | 12% |
| 101-23-7757 | AED Purchase | | | #DIV/0! | | | #DIV/0! |
| | | 140,121 | 148,283 | 106% | 141,940 | 79,134 | 56% |
| Emergency Preparedness Division: | | | | | | | |
| 101-24-6010 | Seminars & Training | 100 | 185 | 185% | 110 | 65 | 59% |
| 101-24-6020 | Meetings & Conferences | 100 | 495 | 495% | 500 | | 0% |
| 101-24-6030 | Memberships & Dues | 375 | 360 | 96% | 400 | 360 | 90% |
| 101-24-6100 | Events & Awards | 200 | | 0% | 200 | | 0% |
| 101-24-6470 | Maintenance & Supplies | 5,500 | 4,532 | 82% | 5,500 | 217 | 4% |
| 101-24-6480 | Civic Center Generator | 1,000 | 944 | 94% | 1,000 | 291 | 29% |
| 101-24-7245 | Hazard Mitigation Plan | - | | #DIV/0! | - | | #DIV/0! |
| | | 7,275 | 6,516 | 90% | 7,710 | 933 | 12% |

Expenditures

| Account Description | 2020-21 Budget | 2020-21 YTD @ 6/30/21 | | 2021-22 Budget | 2021-22 YTD @ 03/31/2022 | |
|---|-------------------|--------------------------|------------|-------------------|-----------------------------|------------|
| Animal & Pest Control Division: | | | | | | |
| 101-25-7000 Animal Control Services | 12,971 | 5,817 | 45% | 11,450 | 7,633 | 67% |
| 101-25-7010 Pest Control Services | 300 | | 0% | 500 | | 0% |
| | 13,271 | 5,817 | 44% | 11,950 | 7,633 | 64% |
| Intergovernmental Relations Division: | | | | | | |
| 101-30-6030 Memberships & Dues | 10,500 | 10,463 | 100% | 10,500 | 11,064 | 105% |
| General Fund Totals | 1,300,700 | 1,193,169 | 92% | 1,062,836 | 641,242 | 60% |
| Utility Users Tax Fund: | | | | | | |
| 102-15-7075 Development Code Update | | - | | | | |
| 102-42-7630 NPDES Stormwater Compliance | 73,431 | 91,186 | 124% | 90,000 | 15,571 | 17% |
| | 73,431 | 91,186 | | 90,000 | 15,571 | 17% |
| Deposits Fund: | | | | | | |
| 103-00-2039 Chadwick Ranch Development | 166,000 | 85,568 | 52% | 75,000 | 48,902 | 65% |
| | 166,000 | 85,568 | | 75,000 | 48,902 | 65% |
| Long Term Planning Fee Fund: | | | | | | |
| 112-20-7245 General Plan Expense | 20,000 | 19,270 | 96% | 2,000 | - | 0% |
| Technology Fee Fund: | | | | | | |
| 113-20-4500 Permit Digitizing | - | 865 | #DIV/0! | | | #DIV/0! |
| 113-20-7730 Website | 2,000 | 10,200 | 510% | 3,000 | 1,800 | 60% |
| 113-20-8120 Capital Equipment-Server & Copier | 10,000 | 10,222 | 102% | 10,000 | 11,738 | 117% |
| | 14,000 | 21,287 | 152% | 13,000 | 13,538 | 104% |
| Gas Tax Fund: | | | | | | |
| 200-48-6400 Utilities-Select System | 9,000 | 12,878 | 143% | 11,000 | 7,640 | 69% |
| 200-48-6410 Street Lights | 8,000 | 10,506 | 131% | 10,000 | 7,601 | 76% |
| 200-48-7000 PW Contract Services | 1,000 | - | 0% | 1,000 | 417 | 42% |
| 200-48-7290 Street Sweeping | 4,000 | 3,131 | 78% | 4,000 | 3,445 | 86% |
| 200-48-7750 Wild Rose Project | 5,000 | 2,250 | 45% | 25,097 | 9,151 | 36% |
| | 27,000 | 28,765 | 107% | 51,097 | 28,254 | 55% |
| SB1 Gas Tax Fund: | | | | | | |
| 201-48-7745 Royal Oaks North Curb Extension | | | | | | |
| 201-48-7750 Wild Rose Project | | | | 81,615 | 13,906 | 17% |
| 201-48-7755 City Wide Slurry Seal | | | | | 1,038 | #DIV/0! |
| | | | | 81,615 | 14,944 | 18% |
| Prop. A Fund: | | | | | | |
| 203-00-7600 Sale of Prop. A Funds | 60,000 | 60,000 | 100% | | | |
| | 60,000 | 60,000 | 100% | - | - | #DIV/0! |
| Prop. C Fund: | | | | | | |
| 204-20-6030 Memberships & Dues | 900 | 378 | 42% | 900 | 353 | 39% |
| 204-40-7325 Transit Services | 9,000 | 8,448 | 94% | 9,000 | 6,337 | 70% |
| 204-48-7750 Wild Rose Project | | | #DIV/0! | 36,570 | 15,348 | |
| | 9,900 | 8,826 | 89% | 46,470 | 22,038 | 47% |
| Transportation Development Act Fund: | | | | | | |
| 205-48-7045 RO Trail | | | #DIV/0! | | 2,600 | #DIV/0! |
| 205-48-7720 Lemon/RO Horse Trail Project | | | | | | #DIV/0! |
| 205-48-7735 Royal Oaks & Mt. Olive Trail Rehab. | 5,000 | 4,014 | 80% | 5,000 | | 0% |
| 205-00-7760 Return of Funds | | | | | | |
| | 5,000 | 4,014 | 80% | 5,000 | 2,600 | #DIV/0! |

Expenditures

| Account Description | | 2020-21 Budget | 2020-21 YTD @ 6/30/21 | | 2021-22 Budget | 2021-22 YTD @ 03/31/2022 | |
|--|------------------------------------|-------------------|--------------------------|---------|-------------------|-----------------------------|---------|
| Sewer Fund: | | | | | | | |
| | Transfer Out to GF | | | | 665,476 | | 0% |
| 206-50-7601 | Mt. Olive Lane Sewer Project | 673,396 | 253,946 | 38% | | | #DIV/0! |
| 206-50-7602 | DUSD Message Board | 40,000 | 35,160 | 88% | | | #DIV/0! |
| 206-50-7606 | Winston Ave Project | 40,000 | 51,750 | 129% | | | #DIV/0! |
| | | 753,396 | 340,856 | 45% | 665,476 | - | 0% |
| STPL Fund: | | | | | | | |
| 208-48-7750 | Wild Rose Project | | | | 1,055 | | 0% |
| | | | | | 1,055 | - | 0% |
| Recycling Grant Fund: | | | | | | | |
| 209-35-7300 | Recycling Education | 5,000 | 7,200 | 144% | 5,000 | - | 0% |
| Measure R Fund: | | | | | | | |
| 210-48-7750 | Wild Rose Project | | | | 88,739 | | 0% |
| | | | | | 88,739 | - | 0% |
| Measure M Fund | | | | | | | |
| 212-48-7750 | Wild Rose Project | | | | 58,470 | | 0% |
| | | | | | 58,470 | - | 0% |
| Measure W Fund | | | | | | | |
| 213-42-7630 | NPDES Stormwater Compliance | 60,000 | 50,506 | 84% | 50,500 | - | 0% |
| Citizen's Option for Public Safety (COPS) Fund: | | | | | | | |
| 215-23-7410 | Contract Services Sheriff | 50,000 | - | 0% | 50,000 | 50,000 | 100% |
| 215-23-7411 | Contract CSO Services & Supplies | 53,500 | 70,053 | 131% | 56,500 | 116 | 0% |
| | | 103,500 | 70,053 | 68% | 106,500 | 50,116 | 47% |
| County Park Grant: | | | | | | | |
| 217-21-7650 | Civic Center Park | 1,000 | | 0% | 1,000 | - | 0% |
| Fire Safe Grant 14-USFS-SFA-0053: | | | | | | 3,295 | #DIV/0! |
| 219-21-7761 | Community Wildfire Protection Plan | 50,000 | 32,901 | 66% | 30,934 | 3,295 | 11% |
| Covid-19 Fund: | | | | | | | |
| 220-00-5000 | Operating Transfers Out | | 44,815 | #DIV/0! | - | | #DIV/0! |
| 220-00-6215 | ARPA Expenses | | 5,223 | #DIV/0! | 100,000 | | 0% |
| | | | 50,038 | #DIV/0! | 100,000 | - | 0% |
| Total Expenditures | | 2,648,927 | 2,063,640 | 78% | 2,534,692 | 840,500 | 33% |



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

City of Bradbury Agenda Memo

TO: Honorable Mayor and Members of the City Council

FROM: Kevin Kearney, City Manager

DATE: April 19, 2022

SUBJECT: **APPOINTMENT OF CITY TREASURER**

SUMMARY

According to Bradbury Municipal Code Section 2.03.010, the City Treasurer shall be appointed by the City Council to perform the duties prescribed by law. Starting in April 2008 and every two years thereafter, the City Treasurer shall be appointed for a term of two years.

ANALYSIS

The City Council appoints the City Treasurer to serve a two-year volunteer term. In July 2007, the City Council established the duties and responsibilities associated with the position and approved the City Treasurer's job description, which is attached hereto as Exhibit A.

The City's current Treasurer has indicated her willingness to continue to serve the City Council and community. Laurie Stiver was first appointed on June 16, 1998. Ms. Stiver's efforts have been invaluable to the community and greatly benefited the City over the years. If the City Council elects to reappoint Ms. Stiver, the next two-year term would cover April 2022 to April 2024.

FINANCIAL REVIEW

There is no financial impact to the appointment of a City Treasurer.

PUBLIC NOTICE PROCESS

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

FOR CITY COUNCIL AGENDA 4-19

AGENDA ITEM # 1.E

ALTERNATIVES

1. Staff recommends that the City Council confirm the appointment of Laurie Stiver as City Treasurer.
2. The City Council may direct staff to advertise the position and fill the position at a later date.

STAFF RECOMMENDATION

It is recommended that the City Council reappoint Laurie Stiver to the position of City Treasurer, term ending April 2022.

Attachment (1):

A. Chapter 3, Sec. 2.03.010. City Treasurer

Exhibit A

2301. City Treasurer. (A) The City Treasurer shall be appointed by the City Council to perform the duties prescribed by law. Starting in April 2008 and every two years thereafter, the City Treasurer shall be appointed for a term of two years. If a vacancy occurs other than by expiration of a term, such vacancy shall be filled by appointment by the City Council for the remainder of the unexpired term. In the event that an appointment is not made, the City Treasurer then in office shall continue to hold office until his or her successor is appointed and sworn. Notwithstanding any other provisions of this Section, the City Treasurer shall be subject to removal at any time, with or without cause, by motion of the City Council adopted by at least three (3) affirmative votes.

(B) In addition to the duties prescribed by law, the City Treasurer shall:

1. Review demands and warrants prior to presentation to the City Council for approval, making a specific comparison between the receipts and invoices and the warrants.
2. Prepare and sign an interoffice memorandum to the Mayor and Members of the City Council stating that the demands and warrants have been reviewed by the City Treasurer prior to the presentation of the demands and warrants to the City Council for approval.
3. Be present at City Council meetings for the approval of the demands and warrants. If the City Treasurer is unable to be present at the City Council meeting, the City Treasurer will provide the City Clerk with a signed written statement stating any concerns with the demands and warrants.
4. Serve in an independent capacity to check the City's internal financial control procedures by verifying cash balances on hand at the end of each month, and by reviewing the monthly financial reports of receipts, disbursement and fund balances.
5. Serve as an alternative source of review of expenses, receipts and disbursements to permit a thorough separation of functions, and to serve in such capacity in cases when it would be difficult or impossible to obtain separation of functions between the person authorizing and receiving payment.
6. Provide an annual report for the City Council regarding its investments. The report may include the following information:
 - (a) Verification that the City is investing according to the guidelines provided in the City investment policy.
 - (b) A list of recommendations regarding the City's investments to ensure that the City receives the best return consistent with the requirements of state law.
7. Review the monthly investment report.
8. Participate in the review of the City Budget.

Sec. 2.03.010. - City Treasurer.

- (a) The City Treasurer shall be appointed by the City Council to perform the duties prescribed by law. Starting in April 2008 and every two years thereafter, the City Treasurer shall be appointed for a term of two years. If a vacancy occurs other than by expiration of a term, such vacancy shall be filled by appointment by the City Council for the remainder of the unexpired term. In the event that an appointment is not made, the City Treasurer then in office shall continue to hold office until a successor is appointed and sworn. Notwithstanding any other provisions of this section, the City Treasurer shall be subject to removal at any time, with or without cause, by motion of the City Council adopted by at least three affirmative votes.
- (b) As per California Government Code, the City Treasurer's principal statutory duties include:
- (1) Receive and safely keep all monies coming into the treasury (Government Code § 41001);
 - (2) Comply with all laws governing the depositing and securing of public funds (Government Code § 41002);
 - (3) Pay money only on warrants signed by legally designated persons (Government Code § 41003);
 - (4) Submit a monthly written report and accounting of receipts, disbursements, and fund balances to the City Clerk and the City Council (Government Code § 41004);
 - (5) Perform such duties relating to the collection of City taxes and license fees as are prescribed by ordinance (Government Code § 41005).
 - (6) Render to the City Council an annual statement of investment policy and quarterly reports.
- (c) In addition to the duties prescribed by law as stated in Subsection (b) of this section, the City Treasurer shall:
- (1) Review demands and warrants for approval by the City Council making a specific comparison between the receipts and invoices and the warrants.
 - (2) Prepare, review and sign an interoffice memorandum to the Mayor and members of the City Council stating that the demands and warrants have been reviewed by the City Treasurer prior to the presentation of the demands and warrants to the City Council for approval.
 - (3) Serve in an independent capacity to check the City's internal financial control procedures by verifying cash balances on hand at the end of each month, and by reviewing the monthly financial reports of receipts, disbursement and fund balances.
 - (4) Serve as an alternative source of review of expenses, receipts and disbursements to permit a thorough separation of functions, and to serve in such capacity in cases when it would be difficult or impossible to obtain separation of functions between the person authorizing and receiving payment.
 - (5) Provide an annual report for the City Council regarding its investments. The report may

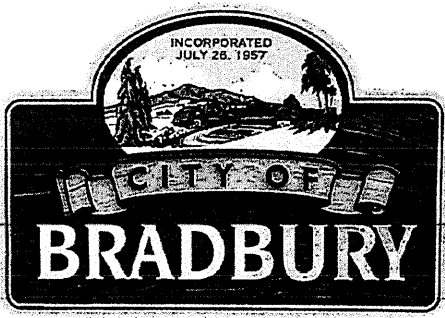
include the following information:

- a. Verification that the City is investing according to the guidelines provided in the City investment policy.
- b. A list of recommendations regarding the City's investments to ensure that the City receives the best return consistent with the requirements of State law.

(6) Review the monthly investment report.

- (d) City staff and the City Finance Director will assist the City Treasurer in fulfilling the responsibilities required herein.

(Prior Code, § 2301; Ord. No. 326, § 2, 11-20-2012)



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

INITIATED BY: David Gilbertson, City Engineer

DATE: April 19, 2022

SUBJECT: **APPROVAL OF DEED RESTRICTION - STATE PARKS
GENERAL PER CAPITA PROGRAM; LEMON AVENUE TRAIL
PROJECT**

ATTACHMENTS: 1. Deed Restriction

SUMMARY

The State has allocated \$178,655 to the City of Bradbury through their General Per Capita Program. The application for the Lemon Avenue Trail improvements from the westerly city limits to Winston Avenue has been approved and the funding authorized.

It is recommended that the City Council authorize the City Manager to execute the Deed restriction and have it recorded with Los Angeles County.

ANALYSIS

The City of Bradbury is proposing to construct a trail along the south side of Lemon Avenue from the westerly city limits to Winston Avenue. The trail will be completely within the existing 6' parkway and will consist of stabilized DG trail surfacing and PVC trail fencing.

One of the grant requirements of the Grant is that the City must record a Deed Restriction on the title of the entire property area where the trail will be constructed. The restriction ensures that the property is used for the purpose consistent with the grant scope for the length of the contract performance period. This Deed Restriction shall remain in full force and effect and shall bind the City for the period running from July 1, 2018 through June 30, 2048.

FOR CITY COUNCIL AGENDA 4-19

AGENDA ITEM # 1.6

FINANCIAL ANALYSIS

The total project cost is anticipated to be \$178,000. A breakdown of the project costs is as follows:

| | |
|---|------------------|
| Construction (including 10% contingency) | \$158,000 |
| Plan Preparation | \$12,000 |
| CM, Inspection, and Grant Fund Administration | \$8,000 |
| TOTAL COST | \$178,000 |

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 review, staff has determined that the project does fall within the radius of a severely disadvantaged community. Therefore, there is no 20% match requirement needed from the City of Bradbury for this project.

STAFF RECOMMENDATION

It is recommended that the City Council authorize the City Manager to execute the Deed restriction and have it recorded with Los Angeles County.

ATTACHMENT #1

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: Stephanie Schiechl

SPACE ABOVE THIS LINE RESERVED FOR RECORDER'S USE

DEED RESTRICTION

I. WHEREAS, The City of Bradbury, a Municipal Corporation

_____ (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) applied to DPR for grant funds available pursuant to the California Drought, Water, Parks, Climate, Coastal Protection, and Outdoor Access for All of 2018 Parks Bond Act, 2018 Parks Bond Act Per Capita Program for "Construct a recreational trail on Lemon Avenue from Winston Avenue to the City boundary." on the Property; and

IV. WHEREAS, on July 1, 2020, DPR's Office of Grants and Local Services conditionally approved Grant 18-19-044 (hereinafter referred to as "Grant") for "Construct a recreational trail on Lemon Avenue from Winston Avenue to the City boundary." 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 2018 Parks Bond Act, 2018 Parks Bond

Act Per Capita Program and the funds that are the subject of the Grant could therefore not have been granted; and

VI. WHEREAS, Owner(s) has/ve elected to comply with the Deed Restriction 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. (a) 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, 2018 through June 30, 2048.

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 any subsequent breach.

5. 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.

Dated: _____, 20 ____

Business Name (if property is owned by a business): The City of Bradbury, a Municipal Corporation

Owner(s) Name(s): _____

Signed: _____

Signed: _____

PRINT/TYPE NAME & TITLE OF ABOVE
(GRANTEE'S AUTHORIZED REPRESENTATIVE)

PRINT/TYPE NAME & TITLE OF ABOVE
(ADDITIONAL SIGNATURE, AS REQUIRED)

****NOTARY ACKNOWLEDGEMENT ON THE NEXT PAGE****

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of _____

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

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

WITNESS my hand and official seal.

Signature _____ (Seal)

Exhibit "A"

Legal Description – Deed Restriction

Being a portion of Lots 5 and 6 in Section 30, Township 1 North, Range 10 West, San Bernardino Meridian, of the Subdivision of the Rancho Azusa de Duarte, in the City of Bradbury, County of Los Angeles, State of California; as per map recorded in Book 6, Pages 80 to 82, inclusive of Miscellaneous Records in the Office of the County Recorder of said County, more particularly described as follows:

A strip of land, 6 feet in width, the northerly line defined as a line perpendicular to and offset 14 feet from the centerline of Lemon Avenue as shown on the Record of Survey recorded in Book 135, Page 43, Official records of said County; the easterly limit of said strip of land being the northerly extension of the westerly right of way line of Winston Avenue; and the westerly limit of said strip of land being the east line of the west ½ of Lot 5 of said Section 30, said east line also being the westerly boundary of the City of Bradbury;

The alignment of said strip is more clearly shown on the Los Angeles County Road Department Highway Division plans for Lemon Avenue, Job Number 41606, Drawing Numbers 48593 through 48595; records as maintained by the Los Angeles County, Department of Public Works.

Prepared by:

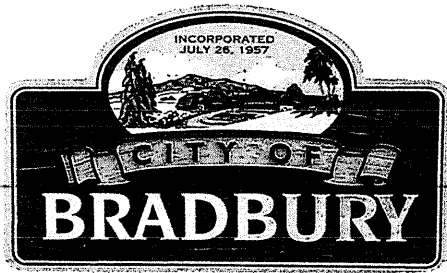


398 South Lemon Creek Drive, Suite E
Walnut, California 91789
Tel (909) 594-9702 • Fax (909) 594-2658




John R. Leveillee, LS 8804

4/7/22
Date



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
Jim Kasama, City Planner
Lisa Kranitz, Assistant City Attorney

DATE: April 19, 2022

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

ATTACHMENTS: 1) Draft Ordinance – Clean Version
2) Draft Ordinance – Redline Version
3) Revised Housing Chart

BACKGROUND

The City Council held meetings on February 2, 2022 and March 7, 2022 to review the impacts of SB 9 and to discuss its implementation into the City's development code. At the March 2022 meeting, Staff received sufficient direction from the City Council to move forward with producing a draft ordinance.

The attached draft is based on the City Council's direction from the March 2022 meeting. In addition to implementing SB 9, it makes other related changes to the City's Development Code relating to Secondary Living Quarters. It is recommended that the City Council review the draft ordinance, provide any feedback, and send the draft ordinance to the Planning Commission for it to undergo its formal review process.

SUMMARY

The following is a summary of the major provisions of the ordinance:

- Repeals Urgency Ordinance No. 380 on SB 9 and replaces it with this ordinance.

- Chapter 85 of the Development Code currently regulates Secondary Living Quarters which are defined as accessory living quarters and the various types of accessory dwelling units. This ordinance expands Chapter 85 to cover SB 9 residential units as well.
- The definition of accessory living quarters is amended by deleting the reference to bunk houses and individual SROs. Additionally, the units within an SRO development and guest houses shall now be required to have kitchen facilities so that they count as housing units for purposes of annual reporting on housing units. The size limit for each individual SRO unit is increased from 250 to 300 square feet due to the addition of the kitchen requirement.
- Definitions are added relating to the implementation of SB 9:
 - A legacy lot is a lot that is split under the provisions of SB 9 that contained the primary unit.
 - In the case of a lot split, the primary unit or main house means the existing or proposed largest single-family dwelling on the legacy lot.
 - An SB 9 unit is the residential dwelling allowed on a lot under the provisions of SB 9, as implemented by the Bradbury Municipal Code.
- The charts of allowed primary units, secondary living quarters, and SB 9 living quarters had been amended in accordance with what was understood to be Council direction:
 - Additional units will not be allowed under SB 9 if there is an ADU as the SB 9 unit can be built in lieu of the ADU unit at the same size as the ADU unit.
 - In the case of a lot split, the legacy lot will be allowed to develop in the same manner as a single lot; however, the accessory living quarters will only be allowed to develop at ½ the size and density allowed on a single lot. The new SB 9 lot will only be allowed to develop 2 SB 9 units that are each a maximum of 800 square feet and accessory living quarters at ½ the size and density of the original lot.
 - Staff felt that it made more sense to split the accessory living quarters between the 2 lots rather than allow all of the development to be placed on one of the divided lots.
 - A chart showing the allowed housing development within the various zones in 2016, 2019, current, and proposed is attached to show that the City has not reduced the density level or development potential

from what was in place in 2018.

- Minor changes are made to the ADU provisions to eliminate subjective standards which do not meet the requirement that only objective standards be imposed.
- Design standards for the color and roof pitch of an SB 9 unit have been added. Additionally, a SB 9 unit has to meet all objective standards of the underlying zoning code.
- Chapter 86 of the Development Code is repealed in its entirety. Chapter 86 regulates Accessory Living Quarters and should have been repealed when Article IV relating to Accessory Living Quarters was added to Chapter 85 in 2021.
- SB 9 units will be prohibited on the following streets, the same as ADU units, due to the width of the street being less than 20 feet:
 - a. Furlong Lane—between Deodar Lane and Long Canyon Road;
 - b. Oak Knoll Lane—east of Bliss Canyon Road;
 - c. Woodlyn Lane—between Bradbury Hills Road and El Cielo Lane; and
 - d. Bradbury Hills Road.

NEXT STEPS

Once the City Council confirms that the draft ordinance reflects the Council's desired direction, it will be sent to the Planning Commission for a noticed public hearing before returning to the City Council for another noticed public hearing.

In addition to this ordinance, staff will be bringing forth other changes to the Development Code related to programs that need to be implemented in conjunction with the City's Housing Element in the next few months.

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

ATTACHMENT #1

ORDINANCE NO.

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BRADBURY,
CALIFORNIA AMENDING VARIOUS PROVISIONS OF TITLE IX OF THE
DEVELOPMENT CODE RELATING TO AFFORDABLE HOUSING, SENATE
BILL 9, AND SECONDARY LIVING QUARTERS

SECTION X. Section 9.25.020 of the Bradbury Municipal Code is hereby amended by deleting the definition of bunk house.

SECTION X. The following definitions contained in Section 9.25.020 of the Bradbury Municipal Code are hereby amended to read as follows:

Accessory living quarters means living quarters in addition to the primary unit on the same parcel of land as the primary unit, and includes the following:

- (1) Guest houses; and
- (2) Single-room-occupancy units (SRO) developments.

Guest house means living accommodations detached from the primary unit that must include facilities for complete independent living such as permanent provisions for living, sleeping, eating, cooking, bathing and sanitation for guests and visitors of the occupants of the primary dwelling unit. A guest house is sometimes commonly referred to as a pool house.

* * *

Primary unit or main house means the existing or proposed largest single-family dwelling on a lot if there are multiple dwellings. In the case of a lot split authorized under Senate Bill 9, *primary unit or main house* shall mean the existing or proposed largest single-family dwelling on the legacy lot.

* * *

Single-room occupancy ("SRO") development means a detached accessory structure used primarily for multi-tenant, single-room-occupancy units, containing two or more single-room-occupancy units. A single-room occupancy development may also include shared laundry facilities.

* * *

Single-room occupancy units ("SROs") means a room of between 150 and ~~250~~ 300 square feet of floor area with permanent provisions for living and sleeping that is part of a single-room-occupancy development. A SRO must include an efficiency kitchen which shall

include a cooking facility with appliances and a food preparation counter and storage cabinets that are of reasonable size in relation to the size of the SRO, as well as sanitation facilities in an adjacent room of up to 50 square feet.

SECTION X. Section 9.25.020 of the Bradbury Municipal Code is hereby amended by adding the following definitions to read as follows:

Legacy lot means the lot in a SB 9 lot split that contains the primary unit.

* * *

SB 9 unit means the residential dwelling allowed on a lot under the provisions of Senate Bill 9 (Ch. 162 2021 Legis. Session) as implemented by the Bradbury Municipal Code.

SECTION X. Section 9.28.030 of the Bradbury Municipal Code is hereby amended to read as follows:

Sec. 9.28.030. – Application filing.

- (a) Applications for development permits required by this title shall be filed with the City Clerk on forms furnished by the City, setting forth fully the nature of the proposed use, and the facts deemed sufficient to justify the granting of the development permit, in accordance with the provisions of this title. (See Chapter 13 of this title for procedures on General Plan amendments, zone change, and development code amendments; and Chapter 52 of this title relating to specific plans.)
- (b) Every application shall include information indicating as to whether any residential site has, or within the past five years had, residential uses that were subject to a recorded covenant that restricted rents to affordable levels for persons and families of low or very low income, or occupied by low or very low income families.
- (c) Every application shall be signed by the owner of the subject property or by the owner's authorized agent designated by written authorization by the property owner.
- (d) Any applicant may withdraw an application prior to a decision thereon, by filing a written request to do so or by requesting the same at a public hearing; no refund of the filing fee shall be permitted in the case of withdrawal.
- (e) The City shall not accept any application requesting approval of the same development permit for substantially the same use, in any case where the City Council or the Planning Commission has taken final action on a previous application within 90 days prior thereto, and that action was to deny said application.

SECTION X. Urgency Ordinance No. 380 is hereby repealed and the provisions relating to the implementation of SB 9 are now codified in Article 5 of Chapter 85 as set forth below.

SECTION X. Chapter 85 of the Bradbury Municipal Code is hereby amended to read as follows:

CHAPTER 85 – SECONDARY LIVING QUARTERS AND SENATE BILL 9 RESIDENTIAL UNITS

ARTICLE I. – GENERAL

Sec. 9.85.010. – Purpose.

- (a) The purpose of this chapter is to implement the requirements for the establishment of secondary living quarters and Senate Bill 9 (Ch. 162 2021 Legislative Session) housing.
- (b) In cases of conflict between this chapter and any other provision of this title, the provisions of this chapter shall prevail. To the extent that any provision of this chapter is in conflict with State law, the mandatory requirement of State law shall control, but only to the extent legally required.

Sec. 9.85.020. – Permitted locations/numbers.

- (a) Secondary living quarters and SB 9 units shall be allowed as provided for below:

Non- Very High Fire Hazard Severity Zone Areas:

| | Single lot | SB 9 – legacy lot | New SB 9 lot |
|-----------------|---|---|--|
| R -7,500 | Main house (1,500 sf min) - and - ADU or SB 9 unit (1,000 sf) - and - JADU (500 sf) | Main house (1,500 sf min) - and - ADU or SB 9 unit (1,000 sf) - and - JADU (500 sf) | 2 units per lot – limited to 800 sf each |
| R-20,000 | Main house (1,850 sf min) - and – ADU or SB 9 unit (1,000 sf) or EADU (1,200 sf) - and - JADU (500 sf) | Main house (1,850 sf min) - and – ADU or SB 9 unit (1,000 sf) or EADU (1,200 sf) - and - JADU (500 sf) | 2 units per lot – limited to 800 sf each |
| A-1 | Main house (2,250 sf min) - and - | Main house (2,250 sf min) - and - | 2 units per lot – limited to 800 sf each |

| | | | |
|------------|---|--|--|
| | ADU or SB 9 unit (1,000 sf) - and - | ADU or SB 9 unit (1,000 sf) - and - | - and - |
| | JADU (500 sf) - and - SRO Development (2-4 units) or Guest house (1,500 sf) | JADU (500 sf) - and - SRO Development (2 units) or Guest house (750 sf) | SRO Development (2 units) or Guest house (750 sf) |
| A-2 | Main house (2,500 sf min) - and - ADU or SB 9 unit (1,000 sf) - and - JADU (500) - and - SRO Development (2-6 units) or Guest house (2,000 sf) | Main house (2,500 sf min) - and - ADU or SB 9 unit (1,000 sf) - and - JADU (500) - and - SRO Development (2-3 units) or Guest house (1,000 sf) | 2 units per lot – limited to 800 sf each - and - SRO Development (2-3 units) or Guest house (1,000 sf) |
| A-5 | Main house (2,500 sf min) - and - ADU or SB 9 unit (1,000 sf) - and - JADU (500) - and - SRO Development (2-10 units) or Guest house (2,500 sf) | Main house (2,500 sf min) - and - ADU or SB 9 unit (1,000 sf) - and - JADU (500) - and - SRO Development (2-5 units) or Guest house (2,500 sf) | 2 units per lot – limited to 800 sf each SRO Development (2-5 units) or Guest house (1,250 sf) |

Very High Fire Hazard Severity Zone Areas

| | Single lot | SB 9 – legacy lot | New SB lot |
|-----------------|---|---|--|
| R -7,500 | Main house (1,500 sf min) - and - FZADU or SB 9 unit (1,000 sf) - and - JADU (500 sf) | Main house (1,500 sf min) - and - FZADU or SB 9 unit (1,000 sf) - and - JADU (500 sf) | 2 units per lot – limited to 800 sf each |
| R-20,000 | Main house (1,850 sf min) - and - FZADU or SB 9 unit (1,000 sf) or EADU (1,200 sf) - and - | Main house (1,850 sf min) - and - FZADU or SB 9 unit (1,000 sf) or EADU (1,200 sf) - and - | 2 units per lot – limited to 800 sf each |

| | JADU (500 sf) | JADU (500 sf) | |
|------------|---|---|--|
| A-1 | Main house (2,250 sf min) - and - FZADU or SB 9 unit (1,000 sf) - and - JADU (500 sf) - and - SRO Development (2-4 units) or Guest house (1,500 sf) | Main house (2,250 sf min) - and - FZADU or SB 9 unit (1,000 sf) - and - JADU (500 sf) - and - SRO Development (2 units) or Guest house (750 sf) | 2 units per lot – limited to 800 sf each - and - SRO Development (2 units) or Guest house (750 sf) |
| A-2 | Main house (2,500 sf min) - and - ADU or SB 9 unit (1,000 sf) - and - JADU (500) - and - SRO Development (2-6 units) or Guest house (2,000 sf) | Main house (2,500 sf min) - and - ADU or SB 9 unit (1,000 sf) - and - JADU (500) - and - SRO Development (2-3 units) or Guest house (1,000 sf) | 2 units per lot – limited to 800 sf each - and - SRO Development (2-3 units) or Guest house (1,000 sf) |
| A-5 | Main house (2,500 sf min) - and - ADU or SB 9 unit (1,000 sf) - and - JADU (500) - and - SRO Development (2-10 units) or Guest house (2,500 sf) | Main house (2,500 sf min) - and - ADU or SB 9 unit (1,000 sf) - and - JADU (500) - and - SRO Development (2-5 units) or Guest house (2,500 sf) | 2 units per lot – limited to 800 sf each SRO Development (2-5 units) or Guest house (1,250 sf) |

(b) Notwithstanding the above or any other provision in this chapter to the contrary:

1. No ADU shall be allowed on any lot in the very high fire hazard severity zone as shown on the Los Angeles County Fire Department Fire Hazard Severity Zone Map. A FZADU may be permitted if the lot is located in the very high fire hazard severity zone in accordance with the provisions of this chapter;

2. No ADU, FZADU, EADU, or accessory living quarter, or SB 9 unit shall be allowed on any property that has access only from the following streets due to the width of

said streets being less than 20 feet and not being able to provide adequate access for emergency fire vehicles:

- a. Furlong Lane—between Deodar Lane and Long Canyon Road;
- b. Oak Knoll Lane—east of Bliss Canyon Road;
- c. Woodlyn Lane—between Bradbury Hills Road and El Cielo Lane; and
- d. Bradbury Hills Road.

ARTICLE II. – ACCESSORY DWELLING UNITS AND JUNIOR ACCESSORY DWELLING UNITS

Sec. 9.85.100. – Purpose.

The purpose of this article is to implement the requirements for the establishment of accessory dwelling units and junior accessory dwelling units as required by California Government Code §§ 65852.2 and 65852.22.

Sec. 9.85.110. – Applications.

(a) Applications for accessory dwelling units (ADUs), fire zone accessory dwelling units (FZADUs) and junior accessory dwelling units (JADUs) shall be ministerially processed within 60 days of receipt of a complete application and approved if they meet the requirements of this chapter.

(1) If the application is submitted in conjunction with an application for a new primary single-family unit, the application for the ADU, FZADU or JADU shall not be acted upon until the application for the new primary single-family unit is approved, but thereafter shall be ministerially approved if it meets all requirements within 60 days.

(2) The city shall grant a delay if requested by the applicant.

(b) All applications for ADUs, FZADUs and/or JADUs shall be accompanied by the applicable application fee.

(c) ADUs, FZADUs and JADUs shall be subject to applicable inspections and permit fees.

(d) Applications for FZADUs and EADUs shall be processed in accordance with Article III of this chapter and subject to the rules and regulations set forth therein.

Sec. 9.85.120. – Allowed zones/density.

(a) An ADU or EADU may be constructed in any zone on a lot which contains a legally-existing or proposed primary single-family dwelling unit, provided that no ADUs shall be allowed in the very high fire hazard severity zone. However, a FZADU and EADU may be built in the very high fire hazard severity zone in compliance with Article III of this chapter.

(b) ADUs of any type shall not count in determining density or lot coverage and are considered a residential use consistent with the existing general plan and zoning designation for the lot.

Sec. 9.85.130. – Accessory dwelling units (ADUs) – Development standards/requirements.

For purposes of this section, the term "ADU" shall include a "FZADU".

(a) *Type of building.* An attached or detached ADU shall be a permanent structure on a permanent foundation with permanent provisions for living, sleeping, food preparation, sanitation, and bathing. A manufactured home as defined in California Health and Safety Code § 18007 shall qualify.

(b) *Height.* The height of an attached or detached ADU shall not be any higher than 16 feet. Notwithstanding the previous sentence, the height may exceed 16 feet if the ADU is built in a previously existing permitted space which already exists above a permitted ground floor area or garage.

(c) *Size.*

(1) Maximum size—the square footage of an ADU shall not exceed that set forth in [Section 9.85.020](#).

(2) Minimum size—the square footage of an ADU shall not be less than 150 square feet.

(d) *Application of underlying development standards.*

(1) The development standards of the underlying zone shall apply, except as may be specified herein.

(2) If application of any development standard of the underlying zone or this chapter prevents the construction of an ADU that is no more than 16 feet in height, such development standard shall be waived to the extent needed to allow an 800 square foot ADU. The waiver

of standards does not apply to the requirement for minimum four-foot side and rear yard setbacks.

(e) *Setbacks.*

(1) Attached and detached ADUs shall be located behind the front yard setback line of the primary unit.

(2) The maximum side and rear yard setback requirements for an ADU, including an ADU added in an already existing and permitted space above a garage or other floor area shall be four feet. This does not prevent the applicant from providing a larger setback. For hillside lots with an average slope of at least ten percent, the four-foot setbacks shall be measured from the edge of the building pad and the edge of any top or toe of a slope.

(3) The setback requirements in subsections (e)(1) and (2) and above shall not apply if the ADU is being converted from a legally existing accessory structure, including a garage, or is being constructed in the same location and to the same dimensions as a legally existing accessory structure, including a garage.

(4) ADUs shall be required to comply with the requirements of the Building Code as set forth in Title XVII of the Bradbury Municipal Code.

(f) *Parking.*

(1) Parking shall be required at the rate of one space for each ADU.

(2) Parking spaces for an ADU may be provided through tandem parking on a legally-existing driveway; provided, that such parking does not encroach into the public right-of-way or a private street.

(3) Parking spaces for ADUs may be provided in the paved portions of setback areas; provided, that the amount of paving does not exceed the total amount of paving and hardscaped areas that are otherwise allowed by this title at the time the ADU is approved.

(4) When a garage, carport, or covered parking structure is converted into an ADU, or is demolished to accommodate the construction of an ADU, such parking spaces need not be replaced.

(5) Tandem parking and parking in setback areas shall not be allowed if the City Manager makes specific findings that such parking is not feasible based upon specific site or regional topographical, or fire and life safety conditions.

(6) Notwithstanding any other provision of this subsection (f), no additional parking shall be required for the ADU if any of the following conditions apply:

a. The ADU is located within one-half mile walking distance of a public transit stop;

b. The ADU is located within an architecturally and historically significant historic district;

c. The ADU is part of a legally-existing primary unit or a legally-existing accessory structure;

d. When on-street parking permits are required, but not offered to the occupant of the ADU; or

e. When there is a car share vehicle located within one block of the ADU.

(g) *Design.*

(1) The ADU shall be the exact same color as the primary unit.

(2) The ADU shall have the exact same roof pitch as the primary unit.

(3) The ADU shall have a separate entrance from the primary unit.

(h) Fire sprinklers shall be required in the ADU if they were/are required in the primary unit at the time of construction.

(i) *Utilities—Connections, fees and capacity charges.*

(1) For an ADU contained within a legally existing primary unit, or a legally existing accessory structure meeting the requirements of [Section 9.85.140\(a\)\(1\)](#) below, the City shall not require the installation of a new or separate utility connection between the ADU and the utility or impose a connection fee or capacity charge. Such requirement and charges may be imposed when the ADU is being constructed in conjunction with a proposed new primary unit.

(2) For all ADUs other than those described in subsection (9)a. above, the City shall require a new or separate utility connection between the ADU and the utility and shall charge a connection fee or capacity charge that is proportionate to the burden of the proposed ADU based on the size or number of drainage fixture unit (DFU) values upon the water or sewer system.

(j) *Impact fees.*

(1) No impact fee shall be imposed on any ADU of up to 1,000 square feet in size.

(2) Notwithstanding any fee resolution to the contrary, for ADUs larger than 1,000 square feet, impact fees shall be charged proportionately in relation to the square footage of the primary unit.

(3) All applicable public service and recreation impact fees shall be paid prior to occupancy in accordance with Government Code §§ 66000 et seq. and 66012 et seq.

(4) For purposes of this section, "impact fee" shall have the meaning set forth in Government Code § 65852.2(f).

Sec. 9.85.140. – Mandatory approvals.

(a) Notwithstanding any other provision of this chapter, the City shall ministerially approve an application for any one of the following categories of ADUs and/or JADUs within a residential zone, unless such ADU is in the very high fire hazard severity zone.

(1) An ADU or JADU within the existing or proposed space of the primary unit or accessory structure, subject to the following requirements:

a. An ADU or JADU shall have exterior access separate from the legally existing or proposed primary unit.

b. An expansion of up to 150 square feet shall be allowed for a legally existing accessory structure that is to be converted to an ADU, solely for the purpose of accommodating separate ingress and egress.

c. The side and rear yard setbacks shall be sufficient for fire and safety.

d. JADU shall comply with the requirements of Sections [9.85.150](#) and [9.85.160](#) below.

(2) One detached ADU that will have at least four-foot side and rear yard setbacks on a legally existing lot with a legally existing or proposed primary unit, provided that the ADU shall not be more than 800 square feet and shall not exceed 16 feet in height. The ADU may be combined with a JADU so long as it complies with all the requirements of Sections [9.85.150](#) and [9.85.160](#) below.

(3) On a lot with a legally existing multifamily dwelling structure, up to 25 percent of the total multifamily dwelling units, but no less than one ADU or JADU, shall be allowed within the portions of the legally existing structure that are not used as livable space, including, but not limited to, storage rooms, boiler rooms, passageways, attics, basements, or garages, provided that each dwelling unit complies with State building standards for dwellings.

(4) On a lot with a legally existing multifamily dwelling structure, there may be up to two detached ADUs, provided that neither unit is greater than 16 feet in height and that both ADUs have at least four-foot side and rear yard setbacks.

(b) For those ADUs and JADUs that require mandatory approval, the City shall not require the correction of legal, nonconforming zoning conditions.

(c) Any ADU created under this [Section 9.85.140](#) shall not be rented for a period of less than 30 days.

Sec. 9.85.150. – Junior accessory dwelling units – Development standards/requirements.

(a) One JADU shall be allowed on single-family residentially zoned lots in conjunction with a legally existing or proposed primary single-family unit. A JADU may be allowed on the same lot as a detached ADU where the detached ADU is no larger than 800 square feet and no taller than 16 feet.

(b) The JADU shall be required to contain at least an efficiency kitchen which includes cooking appliances and a food preparation counter and storage cabinets that are of reasonable size in relation to the size of the JADU.

(c) The JADU shall be required to have a separate entrance from the primary unit.

(d) The JADU may, but is not required to, include separate sanitation facilities. If separate sanitation facilities are not provided, the JADU shall share sanitation facilities with the primary single-family unit and shall have direct access to the primary unit from the interior of the JADU.

(e) *Parking.*

(1) No additional parking shall be required for a JADU.

(2) If a garage is converted to develop a JADU, replacement parking shall be required.

(f) A JADU shall be required to comply with applicable Building Code standards.

(g) The owner of the property on which a JADU is constructed shall record with the County Recorder of Los Angeles County, a deed restriction which shall run with the land and a copy of the recorded deed restriction shall be filed with the City after recordation. The deed restriction shall provide for the following:

(1) A prohibition on the sale of the JADU separate from the sale of the primary unit;

(2) A prohibition on the JADU being larger than 500 square feet;

(3) A prohibition on renting either the primary unit or the junior accessory dwelling unit for less than 30 consecutive, calendar days;

(4) A restriction that the owner resides in either the primary unit or the JADU, notwithstanding the following:

a. The owner may rent both the primary unit and the JADU to one party with a restriction in the lease that such party may not further sublease any unit or portion thereof; and

b. This restriction shall not apply if the owner of the primary single-family unit is a governmental agency, land trust, or housing organization; and

c. A statement that the deed restrictions may be enforced against future purchasers.

(h) For the purposes of applying any fire or life protection ordinance or regulation, or providing service water, sewer, or power, including a connection fee, a JADU shall not be considered a separate or new dwelling unit.

(i) The City shall not require the correction of legal, nonconforming zoning conditions for approval of a JADU.

Sec. 9.85.160. – Regulations – Accessory dwelling units (ADUs) and junior accessory dwelling units (JADUs).

All provisions set forth herein relating to ADUs shall also apply to FZADUs and EADUs.

(a) *Sales.* ADUs and JADUs cannot be sold separately from the primary unit.

(b) *Rental.*

(1) Short-term rentals of the ADU and JADU are prohibited.

(2) The ADU or JADU may be rented separate from the primary unit.

(c) *Owner/occupancy.*

(1) No ADU approved between January 1, 2020 and January 1, 2025 shall have an owner-occupancy requirement. After January 1, 2025 owner-occupancy shall be required for all new ADUs, such that the owner of the property shall occupy either the ADU or the primary unit.

(2) All properties on which a JADU is developed shall have an owner-occupancy requirement in accordance with [Section 9.85.150](#)(g).

(d) This chapter shall in no way validate any existing illegal ADU nor shall it change a legal nonconforming unit to a conforming unit.

(e) An application to convert an illegal and/or nonconforming ADU and/or JADU to a legal conforming ADU or JADU shall be subject to the same standards and requirements as for a newly proposed unit.

(f) Guest houses that were previously approved and which have a valid building permit on file shall not be affected by this chapter. However, an application to convert a guest house to an ADU shall be subject to this chapter.

(g) *Revocation.* The City Manager shall have the authority to revoke an ADU and/or JADU permit if one or more of the requirements of this chapter is/are no longer met.

(h) *Enforcement.* Until January 1, 2030, the City shall issue a statement along with a notice to correct a violation of any provision of any Building Code standard relating to an ADU or JADU that provides substantially as follows:

You have been issued an order to correct violations or abate nuisances relating to your accessory dwelling unit or junior accessory dwelling unit. If you believe that this correction or abatement is not necessary to protect the public health and safety you may file an application with the City Manager. If the City determines that enforcement is not required to protect the health and safety, enforcement shall be delayed for a period of five years from the date of the original notice.

This provision shall only apply to ADUs and JADUs built before January 1, 2020.

ARTICLE III. – ALTERNATE TYPES OF ACCESSORY DWELLING UNITS

Sec. 9.85.200. – Fire zone accessory dwelling units.

FZADUs shall be processed in accordance with and subject to the provisions of Sections [9.85.110](#) through [9.85.130](#), and [9.85.160](#) above with the following exceptions:

(a) FZADUs shall be required to have minimum side and rear yard setbacks of 15 feet that shall be maintained in compliance with the Fire Department's fuel modification requirements. For hillside lots with an average slope of at least ten percent, the 15-foot setbacks shall be measured from the edge of the building pad and the edge of any top or toe of a slope; and

(b) FZADUs shall be required to be equipped with fire sprinklers.

Sec. 9.85.210. – Enhanced accessory dwelling units.

(a) EADUs may exceed the maximum permitted size allowed under Article II above, subject to the maximum square footages set forth in [Section 9.85.020](#).

(b) *Development standards.*

(1) EADUs shall be required to comply with all the requirements of the underlying zoning and all building requirements, including fire sprinklers.

(2) EADUs shall be required to provide one additional parking space per unit.

(3) EADUs shall be required to comply with the procedures set forth in [Chapter 34](#) of the Development Code for Architectural Review, Significant.

ARTICLE IV. – ACCESSORY LIVING QUARTERS

Sec. 9.85.300. – Development standards for accessory living quarters.

Accessory living quarters shall be developed in accordance with the following standards:

(a) Accessory living quarters shall be allowed in accordance with [Section 9.85.020](#) above.

(b) Accessory living quarters are permitted only on residential lots which are developed with a primary single-family unit.

(c) Accessory living quarters must comply with the Bradbury Development Code, applicable at the time the plans for Planning Department approval for the accessory living quarters are submitted.

(d) All accessory living quarters, whether attached or detached, must conform to all setback, lot coverage, floor area, emergency evacuation capacity, and building bulk requirements of the applicable zone, and if detached, must be at least 20 feet from any other building.

(e) The maximum allowed height for a detached accessory living quarter unit or building shall not exceed 28 feet, even when allowed as a second story above an existing primary unit, garage, or accessory structure.

(f) No accessory living quarter shall exceed one floor in height; however, that floor may be a second story.

(g) The owner of the property must occupy either the primary unit or an accessory living quarter unit.

(h) A minimum of one on-site parking space shall be provided for each accessory living quarter, in addition to the parking requirement for the primary single-family unit. The parking spaces for the accessory living quarters need not be covered, except for multi-family dwellings for which the parking spaces shall be in carports. All parking spaces shall be paved and accessible from a single, common driveway for the primary and accessory living quarter units. Tandem parking is not permitted to meet this off-street parking requirement.

(i) The tenants of a SRO development shall be limited to the following individuals:

- (1) Personnel involved with the care and maintenance of the primary unit;
- (2) Personnel involved with the care and maintenance of the general premises;
- (3) Personnel involved with the care of a resident of the primary unit;
- (4) Personnel involved with the associated on-site agricultural, equestrian, farming, or other residential activities.
- (5) In an SRO development, a family member may also reside in the unit.

(j) Single room occupancy ("SRO") residential units within an SRO development are subject to the following additional requirements:

- (1) Each SRO unit within the development shall have a minimum floor area of 150 square feet and a maximum floor area of 300 square feet.
- (2) Each SRO unit shall have a private toilet in an enclosed, adjacent compartment of up to 50 square feet with at a minimum, a door, a sink, and a shower.
- (3) Each SRO unit shall have a separate closet.
- (4) Each SRO unit shall have an efficiency kitchen which shall include a cooking facility with appliances and a food preparation counter and storage cabinets that are of reasonable size in relation to the size of the SRO.
- (5) Each SRO development shall have a laundry room for the storage of cleaning supplies, with a wash tub with hot and cold running water and a minimum of one washer and one dryer for the development.
- (6) No more than two persons shall be allowed to reside in any SRO unit.
- (7) SRO units shall be offered for rent or occupancy in conjunction with employment on a monthly basis or longer.

Sec. 9.85.310. – Accessory living quarters – Neighborhood compatibility review – Standards.

All development of accessory living quarters shall be subject to the procedures for neighborhood compatibility review and approval pursuant to [Chapter 34](#) of this title. In addition to the standards and determinations required by [Chapter 34](#) of this title, the following findings shall be required for approval of accessory living quarters:

- (a) The accessory living quarter(s) will be appropriate to the size and character of the lot on which it will be located, and to the character of the neighborhood.
- (b) The accessory living quarter(s) will not overload the capacity of the neighborhood to absorb the physical and use impacts of the unit(s) in terms of parking, adequacy of water and sewer services, traffic volumes and flows, emergency evacuation capacity, and utilities consumption.
- (c) The accessory living quarter(s) will not be materially detrimental to the public health, safety, and general welfare, or to the use, enjoyment, or valuation of property of other persons located in the vicinity.

Sec. 9.85.320. – Nonconforming uses.

- (a) No nonconforming accessory living quarter(s) may be expanded or remodeled by the addition of any space or addition of plumbing fixtures or cooking facilities unless it is brought into compliance with the provisions set forth in this Code prior to occupancy.
- (b) Any accessory living quarter legally permitted prior to January 1, 2020 shall be allowed to remain as legal, non-conforming uses.

ARTICLE V. SENATE BILL 9 RESIDENTIAL UNITS

Sec. 9.85.400 – Definitions.

For purposes of this Article V, the following definitions shall apply:

- (a) “Housing development” shall mean no more than two residential units on a lot within a single-family zone that meets the requirements of this section. The two units may consist of two new units or one new unit and one existing unit.
- (b) “Single-family residential zone” shall mean the R-7,500 Single-Family Residential Zoning District, the R-20,000 Single-Family Residential Zoning District, the A-1 Agriculture Residential Estate Zoning District, the A-2 Agriculture Residential Estate Zoning District, and the A-5 Agriculture Residential Estate Zoning District.
- (c) “Unit” shall mean any dwelling unit, including but not limited to a primary dwelling unit, an accessory dwelling unit of any type, a junior accessory dwelling unit, or any unit created pursuant to this section.

- (d) "Urban lot split" means a lot split of a single-family residential lot into two parcels that meets the requirements of Chapter 164 of Part VII of Title IX.
-

Sec. 9.85.410 – Housing Development Approval

The City shall ministerially approve a housing development containing no more than two residential units if it meets the following requirements:

- (a) The parcel is located within a single-family residential zone.
- (b) The parcel is not located in any of the following areas and does not fall within any of the following categories:
 - (1) A historic district or property included on the State Historic Resources Inventory, as defined in Section 5020.1 of the Public Resources Code, or within a site that is designated or listed as a city landmark or historic property or district pursuant to a city ordinance.
 - (2) Wetlands as defined in the United States Fish and Wildlife Service Manual, Part 660 FW 2 (June 21, 1993).
 - (3) A very high fire hazard severity zone as further defined in Government Code section 65913.4(a)(6)(D). This does not apply to sites excluded from the specified hazard zones by a local agency, pursuant to subdivision (b) of Section 51179, or sites that have adopted fire hazard mitigation measures pursuant to existing building standards or state fire mitigation measures applicable to the development.
 - (4) A delineated earthquake fault zone as determined by the State Geologist in any official maps published by the State Geologist, unless the development complies with applicable seismic protection building code standards adopted by the California Building Standards Commission under the California Building Standards Law and by the city's building department.
 - (5) A special flood hazard area subject to inundation by the 1 percent annual chance flood (100-year flood) as determined by the Federal Emergency Management Agency (FEMA) in any official maps published by FEMA. If an applicant is able to satisfy all applicable federal qualifying criteria in order to provide that the site satisfies this subparagraph and is otherwise eligible for ministerial approval under this section, the city shall not deny the application on the basis that the applicant did not comply with any additional permit requirement, standard, or action adopted by the city that is applicable to that site. A development may be located on a site described in this subparagraph if either of the following are met:
 - a. The site has been subject to a Letter of Map Revision prepared by FEMA and issued to the city; or

b. The site meets FEMA requirements necessary to meet minimum flood plain management criteria of the National Flood Insurance Program as further spelled out in Government Code section 65913.4(a)(6)(G)(ii);

(6) A regulatory floodway as determined by FEMA in any of its official maps, published by FEMA unless the development has received a no-rise certification in accordance with Section 60.3(d)(3) of Title 44 of the Code of Federal Regulations. If an applicant is able to satisfy all applicable federal qualifying criteria in order to provide that the site satisfies this subparagraph and is otherwise eligible for ministerial approval under this section, the city shall not deny the application on the basis that the applicant did not comply with any additional permit requirement, standard, or action adopted by the city that is applicable to that site.

(7) Lands identified for conservation in an adopted natural community conservation plan, habitat conservation plan, or other adopted natural resource protection plan as further spelled out in Government Code section 65913.4(a)(6)(I).

(8) Habitat for protected species identified as candidate, sensitive, or species of special status by state or federal agencies, fully protected species, or species protected by the federal Endangered Species Act of 1973 (16 U.S.C. Sec. 1531 et seq.), the California Endangered Species Act (Chapter 1.5 (commencing with Section 2050) of Division 3 of the Fish and Game Code), or the Native Plant Protection Act (Chapter 10 (commencing with Section 1900) of Division 2 of the Fish and Game Code).

(9) Lands under a conservation easement.

(c) The proposed housing development would not require demolition or alteration of any of the following types of housing:

(1) Housing that is subject to a recorded covenant, ordinance or law that restricts rents to levels affordable to persons and families of moderate, low, or very low income;

(2) Housing that has been occupied by a tenant in the last three years.

(d) Unless demolition or alteration is prohibited pursuant to subsection (c) above, up to 25 percent of the existing exterior structural walls may be demolished.

Sec. 9.85.420 – Standards and Requirements.

The following requirements shall apply in addition to all other objective standards pertaining to the underlying zone. In cases of conflict, the requirements set forth in this section shall prevail:

(a) No setback shall be required for an existing structure or a structure constructed in the same location and to the same dimensions as an existing structure.

(b) Except for those circumstances described in subsection (a) above, for any new housing developed under this chapter, the setback for side and rear lot lines shall not be less than four feet. The front setback shall be as set forth in the applicable single-family residential zone.

(c) The applicant shall provide easements for the provision of public services and facilities as required.

(d) Driveways shall be provided in accordance with Chapter 103 of Title IX. Easements shall be provided as required to ensure pedestrian and vehicular access across lots.

(e) Required off-street parking shall be limited to one space per unit, except that no parking shall be required if the parcel is located within one-half mile walking distance of either a high-quality transit corridor or a major transit stop, or there is a car share vehicle located within one block of the parcel. Parking spaces shall meet the following requirements:

(1) Parking spaces may be covered or uncovered, but must be provided in the paved portions of setback areas.

(2) Tandem parking between units shall be prohibited.

(f) For residential units connected to an onsite wastewater treatment system (septic tank), the applicant provides a percolation test completed within the last 5 years, or if the percolation test has been recertified, within the last 10 years, which shows that the system meets acceptable infiltration rates.

(g) The number of units allowed on a lot shall not exceed that set forth in Section 9.85.020.

(h) Square footage.

(1) The square footage of a SB 9 unit on a lot that is not divided pursuant to Chapter 9.164 shall not exceed 1,000 net square feet of livable area. If the lot is vacant, then one primary unit of any size may be built, provided it meets the minimum square footage required for that zone.

(2) The square footage of any new unit built on a new lot created under Chapter 9.164 shall not exceed 800 net square feet of livable area.

(i) Height. The height of a new unit shall not exceed 16 feet unless the unit is built in a previously existing permitted space above a permitted ground floor area or garage.

(j) Design standards.

(1) To the extent not superseded by this Chapter, the SB 9 unit shall meet all existing objective design standards of the underlying zone.

(2) The SB 9 shall be the exact same color as the primary unit.

(2) The SB 9 shall have the exact same roof pitch as the primary unit.

(k) Secondary Living Quarters. Guest houses and SRO Developments shall only be allowed in accordance with Section 9.85.020

(l) If there is no existing unit on the original parcel prior to any lot split allowed pursuant to Chapter 9.164, one of the units may be built to the standards of the applicable zone.

Sec. 9.85.430 – Denials.

(a) The city shall not deny an application solely because it proposes adjacent or connected structures provided that all building code safety standards are met and they are sufficient to allow a separate conveyance.

(b) The city may deny the housing development if the building official makes a written finding, based upon a preponderance of the evidence, that the proposed housing development project would have a specific, adverse impact, as defined and determined in Government Code section 65589.5(d)(2), upon the public health and safety or the physical environment and for which there is no feasible method to satisfactorily mitigate or avoid the specific, adverse impact.

Sec. 9.85.440 – Affidavit Required.

An applicant for housing under this chapter shall be required to sign an affidavit in a form approved by the City Attorney to be recorded against the property stating the following:

(a) That the uses shall be limited to residential uses.

(b) That the rental of any unit created pursuant to this section shall be for a minimum of thirty-one days.

(c) That the maximum number of units to be allowed on the parcels is two, including but not limited to units otherwise allowed pursuant to density bonus provisions, accessory dwelling units, junior accessory dwelling units, and units allowed pursuant to this Chapter.

(d) That the square footage of any new unit built under this Chapter shall not exceed 800 square feet of net, livable floor area.

Sec. 9.85.450 – Other Municipal Code Provisions

(a) Unless contrary to the provisions of this Chapter, all other applicable objective provisions of Title IX, including the provisions of the underlying zone, shall apply.

(b) Notwithstanding the above, the city shall not impose any zoning or design standards that would have the effect of physically precluding the construction of two units on either of the resulting parcels under an urban lot split or that would result in a unit size of less than 800 square feet.

SECTION X. Chapter 86 of the Bradbury Municipal Code is hereby repealed in its entirety.

SECTION X. Chapter 9.164 of the Bradbury Municipal Code is hereby amended to read as follows:

CHAPTER 164 – URBAN LOT SPLITS

Sec. 9.164.010 – Definitions.

Definitions. For purposes of this Section, the following definition shall apply:

(a) “Urban lot split” means a lot split of a single-family residential lot into two parcels that meets the requirements of this section.

Sec. 9.164.020 – Urban Lot Split Approval

The City shall ministerially approve a parcel map for a lot split that meets the following requirements:

- (a) The parcel is located within a single-family residential zone.
- (b) The parcel is located at least partially in an urbanized area or urban cluster as designated by the United States Census Bureau.
- (c) The parcel map divides an existing parcel to create no more than two new parcels of approximately equal lot area, provided that one parcel shall not be smaller than 40 percent of the lot area of the original parcel.
- (d) Both newly created parcels are no smaller than 1,200 square feet.
- (e) The parcel is not located in any of the following areas and does not fall within any of the following categories:
 - (1) A historic district or property included on the State Historic Resources Inventory, as defined in Section 5020.1 of the Public Resources Code, or within a site that is designated or listed as a city landmark or historic property or district pursuant to a city ordinance.
 - (2) Wetlands as defined in the United States Fish and Wildlife Service Manual, Part 660 FW 2 (June 21, 1993).
 - (3) A very high fire hazard severity zone as further defined in Government Code section 65913.4(a)(6)(D). This does not apply to sites excluded from the specified hazard zones by a local agency, pursuant to subdivision (b) of Section 51179, or sites that have adopted fire hazard mitigation measures pursuant to existing building standards or state fire mitigation measures applicable to the development.
 - (4) A delineated earthquake fault zone as determined by the State Geologist in any official maps published by the State Geologist, unless the development complies with applicable seismic protection building code standards adopted by the California Building Standards Commission under the California Building Standards Law and by the city’s building department.

(5) A special flood hazard area subject to inundation by the 1 percent annual chance flood (100-year flood) as determined by the Federal Emergency Management Agency (FEMA) in any official maps published by FEMA. If an applicant is able to satisfy all applicable federal qualifying criteria in order to provide that the site satisfies this subparagraph and is otherwise eligible for streamlined approval under this section, the city shall not deny the application on the basis that the applicant did not comply with any additional permit requirement, standard, or action adopted by the city that is applicable to that site. A development may be located on a site described in this subparagraph if either of the following are met:

a. The site has been subject to a Letter of Map Revision prepared by FEMA and issued to the city; or

b. The site meets FEMA requirements necessary to meet minimum flood plain management criteria of the National Flood Insurance Program as further spelled out in Government Code section 65913.4(a)(6)(G)(ii);

(6) A regulatory floodway as determined by FEMA in any of its official maps, published by FEMA unless the development has received a no-rise certification in accordance with Section 60.3(d)(3) of Title 44 of the Code of Federal Regulations. If an applicant is able to satisfy all applicable federal qualifying criteria in order to provide that the site satisfies this subparagraph and is otherwise eligible for streamlined approval under this section, the City shall not deny the application on the basis that the applicant did not comply with any additional permit requirement, standard, or action adopted by the city that is applicable to that site.

(7) Lands identified for conservation in an adopted natural community conservation plan, habitat conservation plan, or other adopted natural resource protection plan as further spelled out in Government Code section 65913.4(a)(6)(I).

(8) Habitat for protected species identified as candidate, sensitive, or species of special status by state or federal agencies, fully protected species, or species protected by the federal Endangered Species Act of 1973 (16 U.S.C. Sec. 1531 et seq.), the California Endangered Species Act (Chapter 1.5 (commencing with Section 2050) of Division 3 of the Fish and Game Code), or the Native Plant Protection Act (Chapter 10 (commencing with Section 1900) of Division 2 of the Fish and Game Code).

(9) Lands under a conservation easement.

(10) On any of the following streets which has a width of less than 20 feet due to the inability to provide adequate access for emergency fire vehicles:

a. Furlong Lane—between Deodar Lane and Long Canyon Road;

b. Oak Knoll Lane—east of Bliss Canyon Road;

c. Woodlyn Lane—between Bradbury Hills Road and El Cielo Lane; and

d. Bradbury Hills Road.

(f) The proposed lot split would not require demolition or alteration of any of the following types of housing:

(1) Housing that is subject to a recorded covenant, ordinance or law that restricts rents to levels affordable to persons and families of moderate, low, or very low income;

(2) Housing that has been occupied by a tenant in the last three years.

(g) The lot split does not create more units or accessory living quarters than allowed under Section 9.85.020 on a parcel..

Sec. 9.164.030 – Standards and Requirements.

The following requirements shall apply:

(a) The lot split conforms to all applicable objective requirements of the Subdivision Map Act and Part VII of Title IX of the Bradbury Municipal Code, except as the same are modified by this section.

(b) No setback shall be required for an existing structure or a structure constructed in the same location and to the same dimensions as an existing structure.

(c) Except for those circumstances described in subsection (b) above, for any lot resulting from an urban lot split, the setback for side and rear lot lines shall not be less than four feet. The front setback shall be as set forth in the single-family residential zone.

(d) The applicant shall provide easements for the provision of public services and facilities as required.

(e) If a lot does not have direct access to a street, appropriate access easements meeting the minimum size of the driveway requirements set forth in Chapter 103 of Title IX shall be provided on the tentative and parcel map.

(f) Development of the lots shall be in accordance with Chapter 85 of Part V of Title IX of this Code.

Sec. 9.164.040 – Denials

(a) The City shall not:

(1) Require dedications of rights-of-way or the construction of offsite improvements for the parcels being created as a condition of issuing a parcel map.

(2) Impose any objective subdivision standards that would have the effect of physically precluding the construction of two units on either of the resulting parcels or that would result in a unit size of less than 800 square feet.

(3) Require the correction of nonconforming zoning provisions as a condition for the lot split.

(4) Deny an application solely because it proposes an adjacent or connected structure provided that all building code safety standards are met and they are sufficient to allow a separate conveyance.

(b) The city may deny the lot split if the building official makes a written finding, based upon a preponderance of the evidence, that the proposed housing development project would have a specific, adverse impact, as defined and determined in Government Code section 65589.5(d)(2), upon the public health and safety or the physical environment and for which there is no feasible method to satisfactorily mitigate or avoid the specific, adverse impact.

Sec. 9.164.050 – Affidavit

An applicant for an urban lot split shall be required to sign an affidavit in a form approved by the City Attorney to be recorded against the property stating the following:

(a) That applicant intends to occupy one of the housing units as their principal residence for a minimum of three years from the date of approval. This requirement does not apply when the applicant is a “community land trust” or a “qualified nonprofit corporation” as the same are defined in the Revenue and Taxation Code.

(b) That the uses shall be limited to residential uses.

(c) That any rental of any unit created by the lot split shall be for a minimum of thirty-one days.

(d) That the maximum number of units and accessory living quarters to be allowed on each parcel shall be as specified in Section 9.85.020.

(e) That the square footage of any new unit built under the provisions of SB 9 shall be as set forth in Section 9.85.020 of the Bradbury Municipal Code, which Code section shall be attached as an exhibit.

Sec. 9.164.060 – Inapplicability of Chapter

This Chapter shall not apply to:

(a) Any parcel which has previously been established pursuant to a lot split in accordance with the provisions of the chapter; or

(b) Any parcel where the owner of the parcel being subdivided or any person acting in concert with the owner has previously subdivided an adjacent parcel in accordance with this section. For purposes of this section, "acting in concert" shall include, but not be limited to, where the owner of a property proposed for an urban lot split is the same, related to, affiliated with, or connected by partnership to the owner, buyer or seller if transferred within the previous three years of an adjacent lot.

ATTACHMENT #2

ORDINANCE NO.

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BRADBURY,
CALIFORNIA AMENDING VARIOUS PROVISIONS OF TITLE IX OF THE
DEVELOPMENT CODE RELATING TO AFFORDABLE HOUSING, SENATE
BILL 9, AND SECONDARY LIVING QUARTERS

SECTION X. Section 9.25.020 of the Bradbury Municipal Code is hereby amended by deleting the definition of bunk house.

~~Bunk house means living accommodations detached from the primary unit and designed to house two or more individuals who are personnel involved with the care and maintenance of the primary unit, or the associated on-site agricultural, equestrian, farming, or other residential activities. Bunk houses shall include permanent provisions for living, sleeping, and sanitation facilities, and may include facilities for cooking, bathing, and eating. A bunk house is sometimes commonly referred to as groom's quarters.~~

SECTION X. The following definitions contained in Section 9.25.020 of the Bradbury Municipal Code are hereby amended to read as follows:

Accessory living quarters means living quarters in addition to the primary unit on the same parcel of land as the primary unit, and includes the following:

- (1) ~~Bunk houses;~~
- (2)(1) Guest houses; and
- (3) ~~Single-room-occupancy units (SROs)~~ developments; and
- (4)(2) SRO developments

Guest house means living accommodations detached from the primary unit that must ~~may~~ include ~~some or all~~ facilities for complete independent living such as permanent provisions for living, sleeping, eating, cooking, bathing and sanitation for guests and visitors of the occupants of the primary dwelling unit. A guest house is sometimes commonly referred to as a pool house.

* * *

Primary unit ~~or main house shall~~ means the existing or proposed largest single-family dwelling on ~~the a~~ lot if there are multiple dwellings. In the case of a lot split authorized under Senate Bill 9, primary unit or main house shall mean the existing or proposed largest single-family dwelling on the legacy lot.

* * *

Single-room occupancy ("SRO") development means a detached accessory structure used primarily for multi-tenant, single-room-occupancy units, containing two or more single-room-occupancy units ~~with a shared kitchen, dining room, and laundry facilities.~~ A single-room occupancy development may also include shared laundry facilities.

* * *

Single-room occupancy units ("SROs") means a room of between 150 and ~~250~~ 300 square feet of floor area with permanent provisions for living and sleeping that is ~~attached to the primary unit or is~~ part of a single-room-occupancy development. A SRO ~~shall not~~ must include ~~cooking and eating facilities, but may include an efficiency kitchen which shall include a cooking facility with appliances and a food preparation counter and storage cabinets that are of reasonable size in relation to the size of the SRO, as well as~~ sanitation facilities in an adjacent room of up to 50 square feet.

SECTION X. Section 9.25.020 of the Bradbury Municipal Code is hereby amended by adding the following definitions to read as follows:

Legacy lot means the lot in a SB 9 lot split that contains the primary unit.

* * *

SB 9 unit means the residential dwelling allowed on a lot under the provisions of Senate Bill 9 (Ch. 162 2021 Legis. Session) as implemented by the Bradbury Municipal Code.

SECTION X. Section 9.28.030 of the Bradbury Municipal Code is hereby amended to read as follows:

Sec. 9.28.030. — Application filing.

(a) Applications for development permits required by this title shall be filed with the City Clerk on forms furnished by the City, setting forth fully the nature of the proposed use, and the facts deemed sufficient to justify the granting of the development permit, in accordance with the provisions of this title. (See Chapter 13 of this title for procedures on General Plan amendments, zone change, and development code amendments; and Chapter 52 of this title relating to specific plans.)

(b) Every application shall include information indicating as to whether any residential site has, or within the past five years had, residential uses that were subject to a recorded covenant that restricted rents to affordable levels for persons and families of low or very low income, or occupied by low or very low income families.

(c) Every application shall be signed by the owner of the subject property or by the owner's authorized agent designated by written authorization by the property owner.

(~~de~~) Any applicant may withdraw an application prior to a decision thereon, by filing a written request to do so or by requesting the same at a public hearing; no refund of the filing fee shall be permitted in the case of withdrawal.

(~~ed~~) The City shall not accept any application requesting approval of the same development permit for substantially the same use, in any case where the City Council or the Planning Commission has taken final action on a previous application within 90 days prior thereto, and that action was to deny said application.

SECTION X. Urgency Ordinance No. 380 is hereby repealed and the provisions relating to the implementation of SB 9 are now codified in Article 5 of Chapter 85 as set forth below.

SECTION X. Chapter 85 of the Bradbury Municipal Code is hereby amended to read as follows:

CHAPTER 85 – SECONDARY LIVING QUARTERS AND SENATE BILL 9 RESIDENTIAL UNITS

ARTICLE I. — GENERAL

Sec. 9.85.010. — Purpose.

(a) The purpose of this chapter is to implement the requirements for the establishment of secondary living quarters and Senate Bill 9 (Ch. 162 2021 Legislative Session) housing.

(b) In cases of conflict between this chapter and any other provision of this title, the provisions of this chapter shall prevail. To the extent that any provision of this chapter is in conflict with State law, the mandatory requirement of State law shall control, but only to the extent legally required.

Sec. 9.85.020. — Permitted locations/numbers.

(a) Secondary living quarters and SB 9 units shall be allowed as provided for below:

Non- Very High Fire Hazard Severity Zone Areas:

| | <u>Single lot</u> | <u>SB 9 – legacy lot</u> | <u>New SB 9 lot</u> |
|-----------------|--|--|---|
| <u>R -7,500</u> | <u>Main house (1,500 sf min)</u> <u>- and -</u> <u>ADU or SB 9 unit (1,000 sf)</u> <u>- and -</u> | <u>Main house (1,500 sf min)</u> <u>- and -</u> <u>ADU or SB 9 unit (1,000 sf)</u> <u>- and -</u> | <u>2 units per lot – limited to 800 sf each</u> |

| | | | |
|---------------------------------|---|--|--|
| | JADU (500 sf) | JADU (500 sf) | |
| R-20,000 | Main house (1,850 sf min) - and - ADU or SB 9 unit (1,000 sf) or EADU (1,200 sf) - and - JADU (500 sf) | Main house (1,850 sf min) - and - ADU or SB 9 unit (1,000 sf) or EADU (1,200 sf) - and - JADU (500 sf) | 2 units per lot – limited to 800 sf each |
| A-1 | Main house (2,250 sf min) - and - ADU or SB 9 unit (1,000 sf) - and - JADU (500 sf) - and - SRO Development (2-4 units) or Guest house (1,500 sf) | Main house (2,250 sf min) - and - ADU or SB 9 unit (1,000 sf) - and - JADU (500 sf) - and - SRO Development (2 units) or Guest house (750 sf) | 2 units per lot – limited to 800 sf each - and - SRO Development (2 units) or Guest house (750 sf) |
| A-2 | Main house (2,500 sf min) - and - ADU or SB 9 unit (1,000 sf) - and - JADU (500) - and - SRO Development (2-6 units) or Guest house (2,000 sf) | Main house (2,500 sf min) - and - ADU or SB 9 unit (1,000 sf) - and - JADU (500) - and - SRO Development (2-3 units) or Guest house (1,000 sf) | 2 units per lot – limited to 800 sf each - and - SRO Development (2-3 units) or Guest house (1,000 sf) |
| A-5 | Main house (2,500 sf min) - and - ADU or SB 9 unit (1,000 sf) - and - JADU (500) - and - SRO Development (2-10 units) or Guest house (2,500 sf) | Main house (2,500 sf min) - and - ADU or SB 9 unit (1,000 sf) - and - JADU (500) - and - SRO Development (2-5 units) or Guest house (2,500 sf) | 2 units per lot – limited to 800 sf each SRO Development (2-5 units) or Guest house (1,250 sf) |

Very High Fire Hazard Severity Zone Areas

| | | | |
|--|----------------------------|-----------------------------------|----------------------------|
| | Single lot | SB 9 – legacy lot | New SB lot |
|--|----------------------------|-----------------------------------|----------------------------|

| | | | |
|------------------------|--|--|---|
| <u>R -7,500</u> | <u>Main house (1,500 sf min)</u> <u>- and -</u> <u>FZADU or SB 9 unit (1,000 sf)</u> <u>- and -</u> <u>JADU (500 sf)</u> | <u>Main house (1,500 sf min)</u> <u>- and -</u> <u>FZADU or SB 9 unit (1,000 sf)</u> <u>- and -</u> <u>JADU (500 sf)</u> | <u>2 units per lot – limited to 800 sf each</u> |
| <u>R-20,000</u> | <u>Main house (1,850 sf min)</u> <u>- and -</u> <u>FZADU or SB 9 unit (1,000 sf)</u> <u>or EADU (1,200 sf)</u> <u>- and -</u> <u>JADU (500 sf)</u> | <u>Main house (1,850 sf min)</u> <u>- and -</u> <u>FZADU or SB 9 unit (1,000 sf)</u> <u>or EADU (1,200 sf)</u> <u>- and -</u> <u>JADU (500 sf)</u> | <u>2 units per lot – limited to 800 sf each</u> |
| <u>A-1</u> | <u>Main house (2,250 sf min)</u> <u>- and -</u> <u>FZADU or SB 9 unit (1,000 sf)</u> <u>- and -</u> <u>JADU (500 sf)</u> <u>- and -</u> <u>SRO Development (2-4 units) or</u> <u>Guest house (1,500 sf)</u> | <u>Main house (2,250 sf min)</u> <u>- and -</u> <u>FZADU or SB 9 unit (1,000 sf)</u> <u>- and -</u> <u>JADU (500 sf)</u> <u>- and -</u> <u>SRO Development (2 units) or</u> <u>Guest house (750 sf)</u> | <u>2 units per lot – limited to 800 sf each</u> <u>- and -</u> <u>SRO Development (2 units) or</u> <u>Guest house (750 sf)</u> |
| <u>A-2</u> | <u>Main house (2,500 sf min)</u> <u>- and -</u> <u>ADU or SB 9 unit (1,000 sf)</u> <u>- and -</u> <u>JADU (500)</u> <u>- and -</u> <u>SRO Development (2-6 units) or</u> <u>Guest house (2,000 sf)</u> | <u>Main house (2,500 sf min)</u> <u>- and -</u> <u>ADU or SB 9 unit (1,000 sf)</u> <u>- and -</u> <u>JADU (500)</u> <u>- and -</u> <u>SRO Development (2-3 units)</u> <u>or Guest house (1,000 sf)</u> | <u>2 units per lot – limited to 800 sf each</u> <u>- and -</u> <u>SRO Development (2-3 units)</u> <u>or Guest house (1,000 sf)</u> |
| <u>A-5</u> | <u>Main house (2,500 sf min)</u> <u>- and -</u> <u>ADU or SB 9 unit (1,000 sf)</u> <u>- and -</u> <u>JADU (500)</u> <u>- and -</u> | <u>Main house (2,500 sf min)</u> <u>- and -</u> <u>ADU or SB 9 unit (1,000 sf)</u> <u>- and -</u> <u>JADU (500)</u> <u>- and -</u> | <u>2 units per lot – limited to 800 sf each</u> <u>SRO Development (2-5 units)</u> <u>or Guest house (1,250 sf)</u> |

| | | | |
|--|--|---|--|
| | SRO Development (2-10 units) or Guest house (2,500 sf) | SRO Development (2-5 units) or Guest house (2,500 sf) | |
|--|--|---|--|

(b4) Notwithstanding the above or any other provision in this chapter to the contrary:

1a. No ADU shall be allowed on any lot in the very high fire hazard severity zone as shown on the Los Angeles County Fire Department Fire Hazard Severity Zone Map. A FZADU may be permitted if the lot is located in the very high fire hazard severity zone in accordance with the provisions of this chapter;

2b. No ADU, FZADU, EADU, or accessory living quarter, or SB 9 unit shall be allowed on any property that has access only from the following streets due to the width of said streets being less than 20 feet and not being able to provide adequate access for emergency fire vehicles:

a1. Furlong Lane—between Deodar Lane and Long Canyon Road;

b2. Oak Knoll Lane—east of Bliss Canyon Road;

c3. Woodlyn Lane—between Bradbury Hills Road and El Cielo Lane; and

d4. Bradbury Hills Road.

ARTICLE II. — ACCESSORY DWELLING UNITS AND JUNIOR ACCESSORY DWELLING UNITS

Sec. 9.85.100. — Purpose.

The purpose of this article is to implement the requirements for the establishment of accessory dwelling units and junior accessory dwelling units as required by California Government Code §§ 65852.2 and 65852.22.

Sec. 9.85.110. — Applications.

(a) Applications for accessory dwelling units (ADUs), fire zone accessory dwelling units (FZADUs) and junior accessory dwelling units (JADUs) shall be ministerially processed within 60 days of receipt of a complete application and approved if they meet the requirements of this chapter.

(1) If the application is submitted in conjunction with an application for a new primary single-family unit, the application for the ADU, FZADU or JADU shall not be acted upon until the application for the new primary single-family unit is approved, but thereafter shall be ministerially approved if it meets all requirements within 60 days.

(2) The city shall grant a delay if requested by the applicant.

(b) All applications for ADUs, FZADUs and/or JADUs shall be accompanied by the applicable application fee.

(c) ADUs, FZADUs and JADUs shall be subject to applicable inspections and permit fees.

(d) Applications for FZADUs and EADUs shall be processed in accordance with Article III of this chapter and subject to the rules and regulations set forth therein.

Sec. 9.85.120. — Allowed zones/density.

(a) An ADU or EADU may be constructed in any zone on a lot which contains a legally-existing or proposed primary single-family dwelling unit, provided that no ADUs shall be allowed in the very high fire hazard severity zone. However, a FZADU and EADU may be built in the very high fire hazard severity zone in compliance with Article III of this chapter.

(b) ADUs of any type shall not count in determining density or lot coverage and are considered a residential use consistent with the existing general plan and zoning designation for the lot.

Sec. 9.85.130. — Accessory dwelling units (ADUs) — Development standards/requirements.

For purposes of this section, the term "ADU" shall include a "FZADU".

(a4) *Type of building.* An attached or detached ADU shall be a permanent structure on a permanent foundation with permanent provisions for living, sleeping, food preparation, sanitation, and bathing. A manufactured home as defined in California Health and Safety Code § 18007 shall qualify.

(b2) *Height.* The height of an attached or detached ADU shall not be any higher than 16 feet. Notwithstanding the previous sentence, the height may exceed 16 feet if the ADU is built in a previously existing permitted space which already exists above a permitted ground floor area or garage.

(c3) *Size.*

~~(1)a.~~ Maximum size—the square footage of an ADU shall not exceed that set forth in [Section 9.85.0230](#).

~~(2)b.~~ Minimum size—the square footage of an ADU shall not be less than 150 square feet.

~~(d4)~~ *Application of underlying development standards.*

~~(1)a.~~ The development standards of the underlying zone shall apply, except as may be specified herein.

~~(2)b.~~ If application of any development standard of the underlying zone or this chapter prevents the construction of an ADU that is no more than 16 feet in height, such development standard shall be waived to the extent needed to allow an 800 square foot ADU. The waiver of standards does not apply to the requirement for minimum four-foot side and rear yard setbacks.

~~(e5)~~ *Setbacks.*

~~(1)a.~~ Attached and detached ADUs shall be located behind the front yard setback line of the primary unit.

~~(2)b.~~ The maximum side and rear yard setback requirements for an ADU, including an ADU added in an already existing and permitted space above a garage or other floor area shall be four feet. This does not prevent the applicant from providing a larger setback. For hillside lots with an average slope of at least ten percent, the four-foot setbacks shall be measured from the edge of the building pad and the edge of any top or toe of a slope.

~~(3)e.~~ The setback requirements in subsections ~~(e5)~~~~(1)~~ and ~~(2)a.~~ and ~~b.~~ above shall not apply if the ADU is being converted from a legally existing accessory structure, including a garage, or is being constructed in the same location and to the same dimensions as a legally existing accessory structure, including a garage.

~~(4)d.~~ ADUs shall be required to comply with the requirements of the Building Code as set forth in Title XVII of the Bradbury Municipal Code.

~~(f6)~~ *Parking.*

~~(1)a.~~ Parking shall be required at the rate of one space for each ADU.

~~(2)b.~~ Parking spaces for an ADU may be provided through tandem parking on a legally-existing driveway; provided, that such parking does not encroach into the public right-of-way or a private street.

~~(3)e.~~ Parking spaces for ADUs may be provided in the paved portions of setback areas; provided, that the amount of paving does not exceed the total amount of paving and hardscaped areas that are otherwise allowed by this title at the time the ADU is approved.

~~(4)d.~~ When a garage, carport, or covered parking structure is converted into an ADU, or is demolished to accommodate the construction of an ADU, such parking spaces need not be replaced.

~~(5)e.~~ Tandem parking and parking in setback areas shall not be allowed if the City Manager makes specific findings that such parking is not feasible based upon specific site or regional topographical, or fire and life safety conditions.

~~(6)f.~~ Notwithstanding any other provision of this subsection (~~f6~~), no additional parking shall be required for the ADU if any of the following conditions apply:

~~a1.~~ The ADU is located within one-half mile walking distance of a public transit stop;

~~b2.~~ The ADU is located within an architecturally and historically significant historic district;

~~c3.~~ The ADU is part of a legally-existing primary unit or a legally-existing accessory structure;

~~d4.~~ When on-street parking permits are required, but not offered to the occupant of the ADU; or

~~e5.~~ When there is a car share vehicle located within one block of the ADU.

~~(g7)~~ *Design.*

~~(1)a.~~ The ADU shall be ~~of the~~ exact same ~~same architectural style, including roof design, and~~ color as the primary unit.

~~(2)~~ The ADU shall have the exact same roof pitch as the primary unit.

~~b.~~ Windows, doors, trim, and other architectural embellishments of the ADU shall be of a style and quality that meets or exceedssame as that of the primary unit.

~~(3)c.~~ To the extent feasible, ADU window placements shall be sensitive to maintaining privacy between other dwelling units on the same lot or adjacent lots.

~~(34)d.~~ The ADU shall have a separate entrance from the primary unit.

~~(5)e.~~ The ADU shall not alter the appearance of the primary unit.

(h8) Fire sprinklers shall be required in the ADU if they were/are required in the primary unit at the time of construction.

(i9) *Utilities—Connections, fees and capacity charges.*

(1)a. For an ADU contained within a legally existing primary unit, or a legally existing accessory structure meeting the requirements of [Section 9.85.140](#)(a)(1) below, the City shall not require the installation of a new or separate utility connection between the ADU and the utility or impose a connection fee or capacity charge. Such requirement and charges may be imposed when the ADU is being constructed in conjunction with a proposed new primary unit.

(2)b. For all ADUs other than those described in subsection (9)a. above, the City shall require a new or separate utility connection between the ADU and the utility and shall charge a connection fee or capacity charge that is proportionate to the burden of the proposed ADU based on the size or number of drainage fixture unit (DFU) values upon the water or sewer system.

(j40) *Impact fees.*

(1)a. No impact fee shall be imposed on any ADU of up to 1,000 square feet in size.

(2)b. Notwithstanding any fee resolution to the contrary, for ADUs larger than 1,000 square feet, impact fees shall be charged proportionately in relation to the square footage of the primary unit.

(3)c. All applicable public service and recreation impact fees shall be paid prior to occupancy in accordance with Government Code §§ 66000 et seq. and 66012 et seq.

(4)d. For purposes of this section, "impact fee" shall have the meaning set forth in Government Code § 65852.2(f).

Sec. 9.85.140. — Mandatory approvals.

(a) Notwithstanding any other provision of this chapter, the City shall ministerially approve an application for any one of the following categories of ADUs and/or JADUs within a residential zone, unless such ADU is in the very high fire hazard severity zone.

(1) An ADU or JADU within the existing or proposed space of the primary unit or accessory structure, subject to the following requirements:

a. An ADU or JADU shall have exterior access separate from the legally existing or proposed primary unit.

b. An expansion of up to 150 square feet shall be allowed for a legally existing accessory structure that is to be converted to an ADU, solely for the purpose of accommodating separate ingress and egress.

c. The side and rear yard setbacks shall be sufficient for fire and safety.

d. JADU shall comply with the requirements of Sections [9.85.150](#) and [9.85.160](#) below.

(2) One detached ADU that will have at least four-foot side and rear yard setbacks on a legally existing lot with a legally existing or proposed primary unit, provided that the ADU shall not be more than 800 square feet and shall not exceed 16 feet in height. The ADU may be combined with a JADU so long as it complies with all the requirements of Sections [9.85.150](#) and [9.85.160](#) below.

(3) On a lot with a legally existing multifamily dwelling structure, up to 25 percent of the total multifamily dwelling units, but no less than one ADU or JADU, shall be allowed within the portions of the legally existing structure that are not used as livable space, including, but not limited to, storage rooms, boiler rooms, passageways, attics, basements, or garages, provided that each dwelling unit complies with State building standards for dwellings.

(4) On a lot with a legally existing multifamily dwelling structure, there may be up to two detached ADUs, provided that neither unit is greater than 16 feet in height and that both ADUs have at least four-foot side and rear yard setbacks.

(b) For those ADUs and JADUs that require mandatory approval, the City shall not require the correction of legal, nonconforming zoning conditions.

(c) Any ADU created under this [Section 9.85.140](#) shall not be rented for a period of less than 30 days.

Sec. 9.85.150. — Junior accessory dwelling units — Development standards/requirements.

(a) One JADU shall be allowed on single-family residentially zoned lots in conjunction with a legally existing or proposed primary single-family unit. A JADU may be allowed on the same lot as a detached ADU where the detached ADU is no larger than 800 square feet and no taller than 16 feet.

(b) The JADU shall be required to contain at least an efficiency kitchen which includes cooking appliances and a food preparation counter and storage cabinets that are of reasonable size in relation to the size of the JADU.

(c) The JADU shall be required to have a separate entrance from the primary unit.

(d) The JADU may, but is not required to, include separate sanitation facilities. If separate sanitation facilities are not provided, the JADU shall share sanitation facilities with the primary single-family unit and shall have direct access to the primary unit from the interior of the JADU.

(e) *Parking.*

(1) No additional parking shall be required for a JADU.

(2) If a garage is converted to develop a JADU, replacement parking shall be required.

(f) A JADU shall be required to comply with applicable Building Code standards.

(g) The owner of the property on which a JADU is constructed shall record with the County Recorder of Los Angeles County, a deed restriction which shall run with the land and a copy of the recorded deed restriction shall be filed with the City after recordation. The deed restriction shall provide for the following:

(1) A prohibition on the sale of the JADU separate from the sale of the primary unit;

(2) A prohibition on the JADU being larger than 500 square feet;

(3) A prohibition on renting either the primary unit or the junior accessory dwelling unit for less than 30 consecutive, calendar days;

(4) A restriction that the owner resides in either the primary unit or the JADU, notwithstanding the following:

a. The owner may rent both the primary unit and the JADU to one party with a restriction in the lease that such party may not further sublease any unit or portion thereof; and

b. This restriction shall not apply if the owner of the primary single-family unit is a governmental agency, land trust, or housing organization; and

c. A statement that the deed restrictions may be enforced against future purchasers.

(h) For the purposes of applying any fire or life protection ordinance or regulation, or providing service water, sewer, or power, including a connection fee, a JADU shall not be considered a separate or new dwelling unit.

(i) The City shall not require the correction of legal, nonconforming zoning conditions for approval of a JADU.

Sec. 9.85.160. — Regulations — Accessory dwelling units (ADUs) and junior accessory dwelling units (JADUs).

All provisions set forth herein relating to ADUs shall also apply to FZADUs and EADUs.

(a1) Sales. ADUs and JADUs cannot be sold separately from the primary unit.

(b2) Rental.

(1)a. Short-term rentals of the ADU and JADU are prohibited.

(2)b. The ADU or JADU may be rented separate from the primary unit.

(c3) Owner/occupancy.

(1)a. No ADU approved between January 1, 2020 and January 1, 2025 shall have an owner-occupancy requirement. After January 1, 2025 owner-occupancy shall be required for all new ADUs, such that the owner of the property shall occupy either the ADU or the primary unit.

(2)b. All properties on which a JADU is developed shall have an owner-occupancy requirement in accordance with [Section 9.85.150\(g\)](#).

(d4) This chapter shall in no way validate any existing illegal ADU nor shall it change a legal nonconforming unit to a conforming unit.

(e5) An application to convert an illegal and/or nonconforming ADU and/or JADU to a legal conforming ADU or JADU shall be subject to the same standards and requirements as for a newly proposed unit.

(f6) Guest houses that were previously approved and which have a valid building permit on file shall not be affected by this chapter. However, an application to convert a guest house to an ADU shall be subject to this chapter.

(g7) Revocation. The City Manager shall have the authority to revoke an ADU and/or JADU permit if one or more of the requirements of this chapter is/are no longer met.

(h8) Enforcement. Until January 1, 2030, the City shall issue a statement along with a notice to correct a violation of any provision of any Building Code standard relating to an ADU or JADU that provides substantially as follows:

You have been issued an order to correct violations or abate nuisances relating to your accessory dwelling unit or junior accessory dwelling unit. If you believe that this correction or abatement is not necessary to protect the public health and safety you may file an application with the City Manager. If the City determines that enforcement is not required to protect the health and safety,

enforcement shall be delayed for a period of five years from the date of the original notice.

This provision shall only apply to ADUs and JADUs built before January 1, 2020.

ARTICLE III. — ALTERNATE TYPES OF ACCESSORY DWELLING UNITS

Sec. 9.85.200. — Fire zone accessory dwelling units.

FZADUs shall be processed in accordance with and subject to the provisions of Sections [9.85.110](#) through [9.85.130](#), and [9.85.160](#) above with the following exceptions:

(a1) FZADUs shall be required to have minimum side and rear yard setbacks of 15 feet that shall be maintained in compliance with the Fire Department's fuel modification requirements. For hillside lots with an average slope of at least ten percent, the 15-foot setbacks shall be measured from the edge of the building pad and the edge of any top or toe of a slope; and

(b2) FZADUs shall be required to be equipped with fire sprinklers.

Sec. 9.85.210. — Enhanced accessory dwelling units.

(a) EADUs may exceed the maximum permitted size allowed under Article II above, subject to the maximum square footages set forth in [Section 9.85.0230](#).

(b) *Development standards.*

(1) EADUs shall be required to comply with all the requirements of the underlying zoning and all building requirements, including fire sprinklers.

(2) EADUs shall be required to provide one additional parking space per unit.

(3) EADUs shall be required to comply with the procedures set forth in [Chapter 34](#) of the Development Code for Architectural Review, Significant.

ARTICLE IV. — ACCESSORY LIVING QUARTERS

Sec. 9.85.300. — Development standards for accessory living quarters.

Accessory living quarters shall be developed in accordance with the following standards:

(a1) Accessory living quarters shall be allowed in accordance with Sections [9.85.020](#) and [9.85.030](#) above.

(b2) Accessory living quarters are permitted only on residential lots which are developed with a primary single-family unit.

(c3) Accessory living quarters must comply with the Bradbury Development Code, applicable at the time the plans for Planning Department approval for the accessory living quarters are submitted.

(d4) All accessory living quarters, whether attached or detached, must conform to all setback, lot coverage, floor area, emergency evacuation capacity, and building bulk requirements of the applicable zone, and if detached, must be at least 20 feet from any other building.

(e5) The maximum allowed height for a detached accessory living quarter unit or building shall not exceed 28 feet, even when allowed as a second story above an existing primary unit, garage, or accessory structure.

(f6) No accessory living quarter shall exceed one floor in height; however, that floor may be a second story.

(g7) The owner of the property must occupy either the primary unit or an accessory living quarter unit.

(h8) A minimum of one on-site parking space shall be provided for each accessory living quarter, in addition to the parking requirement for the primary single-family unit. The parking spaces for the accessory living quarters need not be covered, except for multi-family dwellings for which the parking spaces shall be in carports. All parking spaces shall be paved and accessible from a single, common driveway for the primary and accessory living quarter units. Tandem parking is not permitted to meet this off-street parking requirement.

(i9) The tenants of a ~~bunk house, SRO, or~~ SRO development shall be limited to the following individuals:

(1)a- Personnel involved with the care and maintenance of the primary unit;

(2)b- Personnel involved with the care and maintenance of the general premises;

(3)c- Personnel involved with the care of a resident of the primary unit;

(4)d- Personnel involved with the associated on-site agricultural, equestrian, farming, or other residential activities.

(5)e- In an ~~SRO or~~ SRO development, a family member may also reside in the unit.

(j10) Single room occupancy ("SRO") residential units within an SRO and developments are subject to the following additional requirements:

~~(1)a.~~ Each SRO unit within the development shall have a minimum floor area of 150 square feet and a maximum floor area of ~~250~~ 300 square feet.

~~(2)b.~~ Each SRO unit shall have a private toilet in an enclosed, adjacent compartment of up to 50 square feet with at a minimum, a door, a sink, and a shower.

~~(3)c.~~ Each SRO unit shall have a separate closet.

~~(4)d.~~ Each SRO unit shall have an efficiency kitchen which shall include a cooking facility with appliances and a food preparation counter and storage cabinets that are of reasonable size in relation to the size of the SRO. ~~Kitchens shall not be provided in the individual SRO unit. In the case of a SRO development, common kitchen facilities, dining rooms, and laundry facilities shall be provided.~~

~~(5)e.~~ Each SRO development shall have a laundry room for the storage of cleaning supplies, y room or utility closet with a wash tub with hot and cold running water and a minimum of one washer and one dryer for the development.

~~(6)f.~~ No more than two persons shall be allowed to reside in any SRO unit.

~~(7)g.~~ SRO units shall be offered for rent or occupancy in conjunction with employment on a monthly basis or longer.

Sec. 9.85.310. Accessory living quarters Neighborhood compatibility review Standards.

All development of accessory living quarters shall be subject to the procedures for neighborhood compatibility review and approval pursuant to Chapter 34 of this title. In addition to the standards and determinations required by Chapter 34 of this title, the following findings shall be required for approval of accessory living quarters:

~~(a1)~~ The accessory living quarter(s) will be appropriate to the size and character of the lot on which it will be located, and to the character of the neighborhood.

~~(b2)~~ The accessory living quarter(s) will not overload the capacity of the neighborhood to absorb the physical and use impacts of the unit(s) in terms of parking, adequacy of water and sewer services, traffic volumes and flows, emergency evacuation capacity, and utilities consumption.

~~(c3)~~ The accessory living quarter(s) will not be materially detrimental to the public health, safety, and general welfare, or to the use, enjoyment, or valuation of property of other persons located in the vicinity.

Sec. 9.85.320. Nonconforming uses.

(a) No nonconforming accessory living quarter(s) may be expanded or remodeled by the addition of any space or addition of plumbing fixtures or cooking facilities unless it is brought into compliance with the provisions set forth in this Code prior to occupancy.

(b) Any accessory living quarter legally permitted prior to January 1, 2020 shall be allowed to remain as legal, non-conforming uses.

ARTICLE V. SENATE BILL 9 RESIDENTIAL UNITS

Sec. 9.~~85.40075.010~~ – Definitions.

For purposes of this [Article VChapter](#), the following definitions shall apply:

(a) “Housing development” shall mean no more than two residential units on a lot within a single-family zone that meets the requirements of this section. The two units may consist of two new units or one new unit and one existing unit.

(b) “Single-family residential zone” shall mean the R-7,500 Single-Family Residential Zoning District, the R-20,000 Single-Family Residential Zoning District, the A-1 Agriculture Residential Estate Zoning District, the A-2 Agriculture Residential Estate Zoning District, and the A-5 Agriculture Residential Estate Zoning District.

(c) “Unit” shall mean any dwelling unit, including but not limited to a primary dwelling unit, an accessory dwelling unit [of any type](#), a junior accessory dwelling unit, or any unit created pursuant to this section.

(d) “Urban lot split” means a lot split of a single-family residential lot into two parcels that meets the requirements of Chapter 164 of Part VII of Title IX.

Sec. 9.~~85.41075.020~~ – Housing Development Approval

The City shall ministerially approve a housing development containing no more than two residential units if it meets the following requirements:

(a) The parcel is located within a single-family residential zone.

(b) The parcel is not located in any of the following areas and does not fall within any of the following categories:

(1) A historic district or property included on the State Historic Resources Inventory, as defined in Section 5020.1 of the Public Resources Code, or within a site that is designated or listed as a city landmark or historic property or district pursuant to a city ordinance.

(2) Wetlands as defined in the United States Fish and Wildlife Service Manual, Part 660 FW 2(June 21, 1993).

(3) A very high fire hazard severity zone as further defined in Government Code section 65913.4(a)(6)(D). This does not apply to sites excluded from the specified hazard zones by a local agency, pursuant to subdivision (b) of Section 51179, or sites that have adopted fire hazard mitigation measures pursuant to existing building standards or state fire mitigation measures applicable to the development.

(4) A delineated earthquake fault zone as determined by the State Geologist in any official maps published by the State Geologist, unless the development complies with applicable seismic protection building code standards adopted by the California Building Standards Commission under the California Building Standards Law and by the city's building department.

(5) A special flood hazard area subject to inundation by the 1 percent annual chance flood (100-year flood) as determined by the Federal Emergency Management Agency (FEMA) in any official maps published by FEMA. If an applicant is able to satisfy all applicable federal qualifying criteria in order to provide that the site satisfies this subparagraph and is otherwise eligible for ministerial approval under this section, the city shall not deny the application on the basis that the applicant did not comply with any additional permit requirement, standard, or action adopted by the city that is applicable to that site. A development may be located on a site described in this subparagraph if either of the following are met:

a. The site has been subject to a Letter of Map Revision prepared by FEMA and issued to the city; or

b. The site meets FEMA requirements necessary to meet minimum flood plain management criteria of the National Flood Insurance Program as further spelled out in Government Code section 65913.4(a)(6)(G)(ii);

(6) A regulatory floodway as determined by FEMA in any of its official maps, published by FEMA unless the development has received a no-rise certification in accordance with Section 60.3(d)(3) of Title 44 of the Code of Federal Regulations. If an applicant is able to satisfy all applicable federal qualifying criteria in order to provide that the site satisfies this subparagraph and is otherwise eligible for ministerial approval under this section, the city shall not deny the application on the basis that the applicant did not comply with any additional permit requirement, standard, or action adopted by the city that is applicable to that site.

(7) Lands identified for conservation in an adopted natural community conservation plan, habitat conservation plan, or other adopted natural resource protection plan as further spelled out in Government Code section 65913.4(a)(6)(I).

(8) Habitat for protected species identified as candidate, sensitive, or species of special status by state or federal agencies, fully protected species, or species protected by the federal Endangered Species Act of 1973 (16 U.S.C. Sec. 1531 et seq.), the California Endangered Species Act (Chapter 1.5 (commencing with Section 2050) of Division 3 of the

Fish and Game Code), or the Native Plant Protection Act (Chapter 10 (commencing with Section 1900) of Division 2 of the Fish and Game Code).

(9) Lands under a conservation easement.

(c) The proposed housing development would not require demolition or alteration of any of the following types of housing:

(1) Housing that is subject to a recorded covenant, ordinance or law that restricts rents to levels affordable to persons and families of moderate, low, or very low income;

(2) Housing that has been occupied by a tenant in the last three years.

(d) Unless demolition or alteration is prohibited pursuant to subsection (c) above, up to 25 percent of the existing exterior structural walls may be demolished.

Sec. 9.85.420 75.030 – Standards and Requirements.

The following requirements shall apply in addition to all other objective standards pertaining to the underlying zone. In cases of conflict, the requirements set forth in this section shall prevail:

(a) No setback shall be required for an existing structure or a structure constructed in the same location and to the same dimensions as an existing structure.

(b) Except for those circumstances described in subsection (a) above, for any new housing developed under this chapter, the setback for side and rear lot lines shall not be less than four feet. The front setback shall be as set forth in the applicable single-family residential zone.

(c) The applicant shall provide easements for the provision of public services and facilities as required.

(d) Driveways shall be provided in accordance with Chapter 103 of Title IX. Easements shall be provided as required to ensure pedestrian and vehicular access across lots.

(e) Required off-street parking shall be limited to one space per unit, except that no parking shall be required if the parcel is located within one-half mile walking distance of either a high-quality transit corridor or a major transit stop, or there is a car share vehicle located within one block of the parcel. Parking spaces shall meet the following requirements:

(1) Parking spaces may be covered or uncovered, but must be provided in the paved portions of setback areas.

(2) Tandem parking between units shall be prohibited.

(f) For residential units connected to an onsite wastewater treatment system (septic tank), the applicant provides a percolation test completed within the last 5 years, or if the percolation test has been recertified, within the last 10 years, which shows that the system meets acceptable infiltration rates.

(g) The number of units allowed on a lot shall not exceed that set forth in Section 9.85.020~~two~~.

(h) Square footage.

(1) The square footage of a SB 9 unit on a lot that is not divided pursuant to Chapter 9.164 shall not exceed 1,000 net square feet of livable area. If the lot is vacant, then one primary unit of any size may be built, provided it meets the minimum square footage required for that zone.

(2) The square footage of any new unit built on a new lot created under Chapter 9.164~~under the provisions of SB 9~~ shall not exceed 800 net square feet of livable area.

(i) Height. The height of a new unit shall not exceed 16 feet unless the unit is built in a previously existing permitted space above a permitted ground floor area or garage.

(j) Design standards.

(1) To the extent not superseded by this Chapter, the SB 9 unit shall meet all existing objective design standards of the underlying zone.

(2) The SB 9 shall be the exact same color as the primary unit.

(2) The SB 9 shall have the exact same roof pitch as the primary unit.

(k) Secondary Living Quarters. Guest houses ~~or bunk houses and SRO Developments~~ shall only be allowed in accordance with Section 9.85.0230 ~~based on the actual size of the lot, regardless of the zone. No single room occupancy unit shall be located on any lot developed under the provisions of this Chapter or Chapter 9.164.~~

(l) If there is no existing unit on the original parcel prior to any lot split allowed pursuant to Chapter 9.164, one of the ~~four allowed~~ units may be built to the standards of the applicable zone.

Sec. 9.85.430 ~~75.040~~ – Denials.

(a) The city shall not deny an application solely because it proposes adjacent or connected structures provided that all building code safety standards are met and they are sufficient to allow a separate conveyance.

(b) The city may deny the housing development if the building official makes a written finding, based upon a preponderance of the evidence, that the proposed housing development project would have a specific, adverse impact, as defined and determined in Government Code section 65589.5(d)(2), upon the public health and safety or the physical environment and for which there is no feasible method to satisfactorily mitigate or avoid the specific, adverse impact.

Sec. 9.85.440 ~~75.050~~ – Affidavit Required.

An applicant for housing under this chapter shall be required to sign an affidavit in a form approved by the City Attorney to be recorded against the property stating the following:

- (a) That the uses shall be limited to residential uses.
- (b) That the rental of any unit created pursuant to this section shall be for a minimum of thirty-one days.
- (c) That the maximum number of units to be allowed on the parcels is two, including but not limited to units otherwise allowed pursuant to density bonus provisions, accessory dwelling units, junior accessory dwelling units, and units allowed pursuant to this Chapter.
- (d) That the square footage of any new unit built under ~~this Chapter~~ [e-provisions of SB-9](#) shall not exceed 800 square feet [of net, livable floor area](#).

Sec. ~~9.85.450~~ [75.060](#) – Other Municipal Code Provisions

- (a) Unless contrary to the provisions of this Chapter, all other applicable objective provisions of Title IX, including the provisions of the underlying zone, shall apply.
- (b) Notwithstanding the above, the city shall not impose any zoning or design standards that would have the effect of physically precluding the construction of two units on either of the resulting parcels under an urban lot split or that would result in a unit size of less than 800 square feet.

SECTION X. Chapter 86 of the Bradbury Municipal Code is hereby repealed in its entirety.

SECTION X. Chapter 9.164 of the Bradbury Municipal Code is hereby amended to read as follows:

CHAPTER 164 – URBAN LOT SPLITS

Sec. 9.164.010 – Definitions.

Definitions. For purposes of this Section, the following definition shall apply:

- (a) “Urban lot split” means a lot split of a single-family residential lot into two parcels that meets the requirements of this section.

Sec. 9.164.020 – Urban Lot Split Approval

The City shall ministerially approve a parcel map for a lot split that meets the following requirements:

- (a) The parcel is located within a single-family residential zone.

(b) The parcel is located at least partially in an urbanized area or urban cluster as designated by the United States Census Bureau.

(c) The parcel map divides an existing parcel to create no more than two new parcels of approximately equal lot area, provided that one parcel shall not be smaller than 40 percent of the lot area of the original parcel.

(d) Both newly created parcels are no smaller than 1,200 square feet.

(e) The parcel is not located in any of the following areas and does not fall within any of the following categories:

(1) A historic district or property included on the State Historic Resources Inventory, as defined in Section 5020.1 of the Public Resources Code, or within a site that is designated or listed as a city landmark or historic property or district pursuant to a city ordinance.

(2) Wetlands as defined in the United States Fish and Wildlife Service Manual, Part 660 FW 2 (June 21, 1993).

(3) A very high fire hazard severity zone as further defined in Government Code section 65913.4(a)(6)(D). This does not apply to sites excluded from the specified hazard zones by a local agency, pursuant to subdivision (b) of Section 51179, or sites that have adopted fire hazard mitigation measures pursuant to existing building standards or state fire mitigation measures applicable to the development.

(4) A delineated earthquake fault zone as determined by the State Geologist in any official maps published by the State Geologist, unless the development complies with applicable seismic protection building code standards adopted by the California Building Standards Commission under the California Building Standards Law and by the city's building department.

(5) A special flood hazard area subject to inundation by the 1 percent annual chance flood (100-year flood) as determined by the Federal Emergency Management Agency (FEMA) in any official maps published by FEMA. If an applicant is able to satisfy all applicable federal qualifying criteria in order to provide that the site satisfies this subparagraph and is otherwise eligible for streamlined approval under this section, the city shall not deny the application on the basis that the applicant did not comply with any additional permit requirement, standard, or action adopted by the city that is applicable to that site. A development may be located on a site described in this subparagraph if either of the following are met:

a. The site has been subject to a Letter of Map Revision prepared by FEMA and issued to the city; or

b. The site meets FEMA requirements necessary to meet minimum flood plain management criteria of the National Flood Insurance Program as further spelled out in Government Code section 65913.4(a)(6)(G)(ii);

(6) A regulatory floodway as determined by FEMA in any of its official maps, published by FEMA unless the development has received a no-rise certification in accordance with Section 60.3(d)(3) of Title 44 of the Code of Federal Regulations. If an applicant is able to satisfy all applicable federal qualifying criteria in order to provide that the site satisfies this subparagraph and is otherwise eligible for streamlined approval under this section, the City shall not deny the application on the basis that the applicant did not comply with any additional permit requirement, standard, or action adopted by the city that is applicable to that site.

(7) Lands identified for conservation in an adopted natural community conservation plan, habitat conservation plan, or other adopted natural resource protection plan as further spelled out in Government Code section 65913.4(a)(6)(I).

(8) Habitat for protected species identified as candidate, sensitive, or species of special status by state or federal agencies, fully protected species, or species protected by the federal Endangered Species Act of 1973 (16 U.S.C. Sec. 1531 et seq.), the California Endangered Species Act (Chapter 1.5 (commencing with Section 2050) of Division 3 of the Fish and Game Code), or the Native Plant Protection Act (Chapter 10 (commencing with Section 1900) of Division 2 of the Fish and Game Code).

(9) Lands under a conservation easement.

(10) On any of the following streets which has a width of less than 20 feet due to the inability to provide adequate access for emergency fire vehicles:

a1. Furlong Lane—between Deodar Lane and Long Canyon Road;

b2. Oak Knoll Lane—east of Bliss Canyon Road;

c3. Woodlyn Lane—between Bradbury Hills Road and El Cielo Lane; and

d4. Bradbury Hills Road.

(f) The proposed lot split would not require demolition or alteration of any of the following types of housing:

(1) Housing that is subject to a recorded covenant, ordinance or law that restricts rents to levels affordable to persons and families of moderate, low, or very low income;

(2) Housing that has been occupied by a tenant in the last three years.

(g) The lot split does not create more ~~than two~~ units or accessory living quarters than allowed under as defined in Section 9.875.0210 on a parcel, ~~including any accessory dwelling units or junior accessory dwelling~~.

Sec. 9.164.030 – Standards and Requirements.

The following requirements shall apply:

- (a) The lot split conforms to all applicable objective requirements of the Subdivision Map Act and Part VII of Title IX of the Bradbury Municipal Code, except as the same are modified by this section.
- (b) No setback shall be required for an existing structure or a structure constructed in the same location and to the same dimensions as an existing structure.
- (c) Except for those circumstances described in subsection (b) above, for any lot resulting from an urban lot split, the setback for side and rear lot lines shall not be less than four feet. The front setback shall be as set forth in the single-family residential zone.
- (d) The applicant shall provide easements for the provision of public services and facilities as required.
- (e) If a lot does not have direct access to a street, appropriate access easements meeting the minimum size of the driveway requirements set forth in Chapter 103 of Title IX shall be provided on the tentative and parcel map.
- (f) Development of the lots shall be in accordance with Chapter 785 of Part V of Title IX of this Code.

Sec. 9.164.040 – Denials

(a) The City shall not:

- (1) Require dedications of rights-of-way or the construction of offsite improvements for the parcels being created as a condition of issuing a parcel map.
- (2) Impose any objective subdivision standards that would have the effect of physically precluding the construction of two units on either of the resulting parcels or that would result in a unit size of less than 800 square feet.
- (3) Require the correction of nonconforming zoning provisions as a condition for the lot split.
- (4) Deny an application solely because it proposes an adjacent or connected structure provided that all building code safety standards are met and they are sufficient to allow a separate conveyance.

(b) The city may deny the lot split if the building official makes a written finding, based upon a preponderance of the evidence, that the proposed housing development project would have a specific, adverse impact, as defined and determined in Government Code section 65589.5(d)(2), upon the public health and safety or the physical environment and for which there is no feasible method to satisfactorily mitigate or avoid the specific, adverse impact.

Sec. 9.164.050 – Affidavit

An applicant for an urban lot split shall be required to sign an affidavit in a form approved by the City Attorney to be recorded against the property stating the following:

(a) That applicant intends to occupy one of the housing units as their principal residence for a minimum of three years from the date of approval. This requirement does not apply when the applicant is a “community land trust” or a “qualified nonprofit corporation” as the same are defined in the Revenue and Taxation Code.

(b) That the uses shall be limited to residential uses.

(c) That any rental of any unit created by the lot split shall be for a minimum of thirty-one days.

(d) That the maximum number of units and accessory living quarters, as defined in Section 9.75.010, to be allowed on each parcel shall be as specified in Section 9.85.020~~the parcels is two, including but not limited to units otherwise allowed pursuant to density bonus provisions, accessory dwelling units, junior accessory dwelling units, or units allowed pursuant to Chapter 75 of Part V of Title IX.~~

(e) That the square footage of any new unit built under the provisions of SB 9 ~~shall not exceed 800 square feet~~shall be as set forth in Section 9.85.020 of the Bradbury Municipal Code, which Code section shall be attached as an exhibit.

Sec. 9.164.060 – Inapplicability of Chapter

This Chapter shall not apply to:

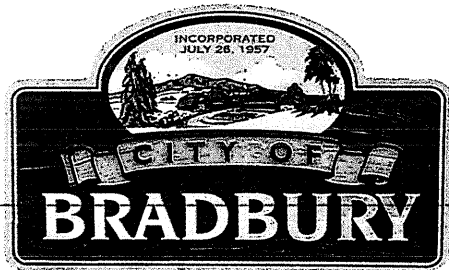
(a) Any parcel which has previously been established pursuant to a lot split in accordance with ~~this section~~the provisions of the chapter; or

(b) Any parcel where the owner of the parcel being subdivided or any person acting in concert with the owner has previously subdivided an adjacent parcel in accordance with this section. For purposes of this section, “acting in concert” shall include, but not be limited to, where the owner of a property proposed for an urban lot split is the same, related to, affiliated with, or connected by partnership to the owner, buyer or seller if transferred within the previous three years of an adjacent lot.

ATTACHMENT #3

| | 2016 | 2019 – Ord. 362 | 2021 – Ord. 373 - CURRENT | PROPOSED Amendments based on direction | PROPOSED SB 9 – no lot split | PROPOSED SB 9 with lot split – legacy lot (home already existing) | PROPOSED SB 9 with lot split – split – new lot |
|----------|---|---|--|---|--|---|--|
| R -7,500 | Main house (1,500 sf min) Attached Accessory Living Quarter (1,200) | Main house SRO (250) ADU, or Guest/Bunk house (1,200) | Main house (1,500 sf min) ADU/FZADU (1,000) JADU (500) | Main house (1,500 sf min) ADU/FZADU (1,000) JADU (500) | Main house (1,500 sf min) ADU/FZADU or SB 9 home (1,000) JADU (500) | Main house (1,500 sf min) ADU/FZADU or SB 9 home (1,000) JADU (500) | 2 units per lot – limited to 800 sf each |
| R-20,000 | Main house (1,850 sf min) Attached SRO Attached/Detached 2 nd Unit (1,200) | Main house SRO (250) ADU (1,200) Guest/Bunk house (1,200) | Main house (1,850 sf min) SRO (250) ADU/FZADU (1,000) or EADU(1,200) JADU (500) | Main house (1,850 sf min) SRO (250) ADU/FZADU (1,000) or EADU (1,200) JADU (500) | Main house (1,850 sf min) ADU/FZADU or SB 9 home (1,000) or EADU (1,200) JADU (500) | Main house (1,850 sf min) ADU/FZADU or SB 9 home (1,000) or EADU (1,200) JADU (500) | 2 units per lot – limited to 800 sf each |
| A-1 | Main house (2,250 sf min) Attached SRO Attached/Detached 2 nd unit (1,500) | Main house SRO (250) ADU (1,500) SRO Development (3 units)/Guest House/Bunk house (1,500) | Main house (2,250 sf min) SRO (250) ADU/FZADU (1,000) JADU (500) SRO Development (2-3 units)/Guest house/Bunk house (1,500) | Main house (2,250 sf min) SRO (250) ADU/FZADU (1,000) JADU (500) SRO Development (2-4 units)/Guest house/ Bunk house (1,500) | Main house (2,250 sf min) ADU/FZADU or SB 9 home (1,000) JADU (500) SRO Development (2-4 units) or Guest house (1,500) | Main house (2,250 sf min) ADU/FZADU or SB 9 home (1,000) JADU (500) SRO Development (2 units) or Guest house (750) | 2 units per lot – limited to 800 sf each SRO Development (2 units) or Guest house (750 sf) |
| A-2 | Main house (2,500 sf min) Attached SRO Attached/Detached 2 nd unit (2,000) | Main house SRO (250) ADU (2,000) SRO Development (5 units)/Guest House/Bunk house (2,000) | Main house (2,500 sf min) SRO (250) ADU/FZADU (1,000) JADU (500) SRO Development (2-5 units)/Guest house/Bunk house (2,000) | Main house (2,500 sf min) SRO (250) ADU/FZADU (1,000) JADU (500) SRO Development (2-6 units)/Guest house/ Bunk house (2,000) | Main house (2,500 sf min) ADU/FZADU or SB 9 home (1,000) JADU (500) SRO Development (2-6 units) or Guest house (2,000) | Main house (2,500 sf min) ADU/FZADU or SB 9 home (1,000) JADU (500) SRO Development (2-3 units) or Guest house (1,000) | 2 units per lot – limited to 800 sf each SRO Development (2-3 units) or Guest house (1,000) |
| A-5 | Main house (2,500 sf min) Attached SRO Attached/Detached 2 nd unit (2,500) | Main house SRO (250) ADU (2,500) SRO Development (10 units)/Guest House/Bunk house (2,500) | Main house (2,500 sf min) SRO (250) ADU/FZADU (1,000) JADU (500) SRO Development (2-10 units)/Guest house/Bunk house (2,500) | Main house (2,500 sf min) SRO (250) ADU/FZADU (1,000) JADU (500) SRO Development (2-10 units)/Guest house/ Bunk house (2,500) | Main house (2,500 sf min) ADU/FZADU or SB 9 home (1,000) JADU (500) SRO Development (2-10 units) or Guest house (2,500) | Main house (2,500 sf min) ADU/FZADU or SB 9 home (1,000) JADU (500) SRO Development (2-5 units) or Guest house (1,250) | 2 units per lot – limited to 800 sf each SRO Development (2-5 units) or Guest house (1,250) |

- All sf are maximum unless otherwise stated
- SRO units are proposed to be increased to 300 sf each



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: Kevin Kearney, City Manager

DATE: April 19, 2022

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

ATTACHMENTS: 1) Joint Exercise of Powers Agreement
2) JPA Frequently Asked Questions
3) Draft Excerpts of Regional Projects

SUMMARY

For years, the Cities of Arcadia, Bradbury, Duarte, Monrovia and Sierra Madre have been discussing the formation of a joint powers authority (JPA) to meet stormwater requirements. These discussions never materialized until a regional project was recently funded through the Safe Clean Water (LA County's Measure W) program. The funding of the regional project brought to the forefront a number of complexities associated with the current structure of how the Cities operate together to meet these requirements. The formation of a JPA (Attachment #1) would be a solution to these complexities and act as a mechanism to provide liability protections to the Cities, provide the ability to bond on behalf of the cities and be the key holder of any potential land acquisition that may arise in the future.

This report provides background on stormwater requirements, provides general information on a JPA, why a JPA is currently desired between the Cities, and reviews the foreseeable financial obligations of the JPA. Additional information on the JPA and its process can be found in the Frequently Asked Questions (Attachment #2).

It is recommended that the City Council adopt the JOINT POWERS AGREEMENT AMONG THE CITIES OF ARCADIA, BRADBURY, DUARTE, MONROVIA AND SIERRA MADRE, FOR THE PURPOSE OF CREATING THE RIO HONDO/SAN GABRIEL RIVER WATERSHED MANAGEMENT JOINT POWERS AUTHORITY.

BACKGROUND

The National Pollutant Discharge Elimination System Municipal Separate Storm Sewer System Permit ("MS4 Permit", Order No. R4-2012-0175) establishes the waste discharge requirements for stormwater and non-stormwater discharges within the watersheds of Los Angeles County. The MS4 Permit was adopted by the California Regional Water Quality Control Board, Los Angeles Region ("Regional Board"), on November 8, 2012, and became effective on December 28, 2012. The MS4 Permit includes provisions that allow permittees the flexibility to customize their stormwater programs to achieve compliance over time on a watershed scale utilizing customized strategies, control measures, and Best Management Practices ("BMPs").

In May 2013, the Cities of Arcadia, Azusa, Bradbury, Duarte, Monrovia, and Sierra Madre, along with the County of Los Angeles and the Los Angeles County Flood Control District entered into a joint Memorandum of Understanding for cost sharing and the development of the Enhanced Watershed Management Program ("EWMP") and the Coordinated Integrated Monitoring Plan ("CIMP") or "Plans" for the Rio Hondo/San Gabriel River watersheds.

The EWMP plan was completed and submitted to the Regional Board on July 28, 2014, and subsequently approved in April 2016 with the requirement to start implementing the plan. The EWMP plan consisted of 10 regional projects and 436 lane miles of "green streets" (e.g., bio-retention, bio-filtration and permeable pavement systems within the street right-of-way that are designed to reduce runoff and improve water quality) to be completed over the next two decades. An excerpt of these regional projects is found in Attachment #3. These projects are not the most current, as there have been changes and continues to be evaluation, but they still provide the City Council with an idea of how these types of projects are situated.

In December 2016, the Group amended the Memorandum of Understanding ("MOU") to collaborate on the EWMP revision without the City of Azusa. A revised EWMP was submitted in March 2018, which was conditionally approved a year later on March 2019 but was downgraded from a revised EWMP to a Watershed Management Program (the "WMP"). The downgrade was the result of the changes in the control measures proposed in the revised EWMP.

Throughout the years, the Cities involved in the EWMP/WMP have discussed the idea of formulating a joint powers authority to help streamline efforts, shield the Cities from liability, and act as a mechanism should any land acquisition needs arise. Those

discussions never materialized until recently when one of regional projects, Encanto Park, was recently funded by the Safe Clean Water (LA County's Measure W) program.

ANALYSIS

What is a JPA?

"Joint powers" is a term used to describe government agencies that have agreed to combine their powers and resources to work on their common problems, and joint powers agreements offer another way for governments to deliver services. Joint powers are exercised when two or more agencies agree to create another legal entity to establish a joint approach to work on a common problem, fund a project, or act as a representative body for a specific agency. Examples of JPAs around the area include the SGVCOG and Foothill Transit – each comprises of multiple cities as members and each are tasked with their specific purposes.

A joint powers agreement is a formal, legal agreement between two or more public agencies that share a common power and want to jointly implement programs, build facilities, or deliver services. A joint powers agreement typically establishes a joint powers authority (JPA). A JPA is a new, separate government organization created by the member agencies, but is legally independent from them. Like a joint powers agreement (in which one agency administers the terms of the agreement), a joint powers authority shares powers common to the member agencies, and those powers are outlined in the joint powers agreement.

Governments obtain their authority to work together from a state law called the Joint Exercise of Powers Act (Government Code Section 6500, et seq.). JPAs can exercise only those powers that are common to their member agencies. For example, three fire project districts and an adjacent city can form a JPA to run a fire department because each member agency has the power to run a fire department. However, this same JPA can't maintain the local parks because fire districts lack that statutory authority.

JPA meetings are open to the public and subject to the Ralph M. Brown Act. Further, JPAs must follow the Public Records Act, the Political Reform Act, and other public interest laws to ensure political transparency.

The formation of a JPA begins when public officials negotiate a formal agreement that spells out the member agencies' intentions, the powers that they will share, and other mutually acceptable conditions that define the intergovernmental arrangement. Each member agency's governing body then approves the joint powers agreement.

An agreement that creates a new joint powers agency describes the size, structure, and membership of the JPA's government board and documents the JPA's powers and functions. As a legally separate public agency, the JPA can sue or be sued, hire staff, obtain financing to build public facilities, and manage property.

Why a JPA is desired?

The Cities of Arcadia, Bradbury, Duarte, Monrovia and Sierra Madre ("Group") has been contemplating the formulation a JPA for many years to meet stormwater requirements. The Group has been operating within each of the cities picking up the burden to ensure the Group maintains its current operational, administrative, and financial obligations. Although the Group's functions were being sustained, such noncentralized efforts are starting to become evident now that the Group has a regional project funded. Further detail on these complexities are outlined in the Frequently Asked Questions (Attachment #2). Such complexities will only continue to grow as the Group further explores and receives funding for the Group's larger regional projects.

A JPA can act as the central hub for operational, administrative, and financial activities. It also allows the Group to exercise the powers in common. This includes activities such as making and entering into contracts; acquire, construct, manage, maintain or operate any building, structure, work or improvement; sue and be sued, apply for and receive grants and other financial aid, obtain insurance, prepare and support or oppose legislation or administrative action, and conduct outreach.

To date, Staff and City Attorney's from the Cities of Arcadia, Bradbury, Duarte, Monrovia and Sierra Madre have all reviewed and preliminarily approved the joint powers agreement and have agreed to bring the document to their city councils for review and formal approval within the next 30 or so days.

FINANCIAL ANALYSIS

Upcoming costs in the foreseeable future as a result of a JPA formation includes the costs to hire an external auditor and purchase insurance. There is a possibility that there may be costs associated with staffing but at this point is unknown. It should be stated that the City of Arcadia is collecting a 5% administrative fee for fulfilling the Group's administrative and financial needs. It is possible that this administrative fee is continued and is then paid into the JPA to fund staff and/or consultants to cover the Group's administrative/financial obligations.

There will be future costs associated with meeting stormwater permitting requirements. These costs will occur regardless if a JPA is formed. Years ago, a cost-sharing formula was informally established for shared expenses. This formula is slated to be solidified in the JPA. There have been calls to alter the formula throughout the years, all of which would be of detriment to Bradbury, so the solidification of the formula is beneficial to the City.

STAFF RECOMMENDATION

It is recommended that the City Council adopt the JOINT POWERS AGREEMENT AMONG THE CITIES OF ARCADIA, BRADBURY, DUARTE, MONROVIA AND SIERRA MADRE, FOR THE PURPOSE OF CREATING THE RIO HONDO/SAN GABRIEL RIVER WATERSHED MANAGEMENT JOINT POWERS AUTHORITY.

ATTACHMENT #1

JOINT EXERCISE OF POWERS AGREEMENT

~~AMONG THE CITIES OF ARCADIA, BRADBURY, DUARTE, MONROVIA AND SIERRA MADRE, FOR THE PURPOSE OF CREATING THE RIO HONDO/SAN GABRIEL RIVER WATERSHED MANAGEMENT JOINT POWERS AUTHORITY ("AUTHORITY")~~

THIS JOINT EXERCISE OF POWERS AGREEMENT ("Agreement"), dated for reference as of _____, is entered into by and between the cities of Arcadia, Bradbury, Duarte, Monrovia, and Sierra Madre, each of which is a municipal corporation duly organized and existing under the laws of the State of California. Each of the foregoing are sometimes referred to herein as "Member," or collectively as "Members."

RECITALS

(i) Each Member is a "public agency," as defined in the Joint Exercise of Powers Act, California Government Code Section 6500, *et seq.*, and all are authorized to enter into this Joint Exercise of Powers Agreement in order to exercise powers common to these public agencies.

(ii) Each Member is a permittee of the Los Angeles County MS4 Permit, which is required to develop a Watershed Management Program ("WMP"). Pursuant to Part VI.C.6 of the Los Angeles County MS4 Permit and implement a WMP upon approval by the Los Angeles Regional Water Quality Control Board.

(iii) It is the intent of the Members in entering into this Agreement to create a single entity referred to as the Rio Hondo/San Gabriel River Watershed Management Joint Powers Authority ("Authority").

(iv) By this Agreement, the Members intend to exercise their powers jointly to accomplish the common objectives of financing and implementing the WMP, as feasible, and owning, maintaining and operating facilities and improvements as deemed necessary to implement the WMP.

(v) The County of Los Angeles and the Los Angeles County Flood Control District also are permittees under the above-referenced Los Angeles County MS4 Permit and participants in the WMP and, while not Members, acknowledge this Agreement will cooperate as necessary with the Authority to further the objectives and requirements of the WMP.

AGREEMENT

NOW, THEREFORE, in consideration of the promises, terms, conditions and covenants contained herein, the Members agree as follows:

1. Recitals Incorporated. The recitals set forth above, are hereby incorporated by reference and made a part of this Agreement.

2. Authority and Purpose. This Agreement is made pursuant to the provisions of Article 1, Chapter 5, Division 7, Title 1 of the Government Code of the State of California (commencing with Section 6500) relating to the joint exercise of powers common to the public

agencies. The Members are each empowered to exercise the powers within this Agreement. The purpose of this Agreement is to exercise such powers jointly in the development of plans, designs, maintenance of projects, and objectives to implement the WMP. Specifically, the Members have identified the following strands of WMP-related work that should be carried out by the Authority:

(a) Public outreach and education regarding the details of the MS4 Permit, the requirements and costs of the WMP, and the need for a viable financing mechanism.

(b) Working toward compliance with the approved WMP, including financing, land acquisition, project design, project construction and long-term ownership, maintenance, and management of improvements.

(c) Advocacy for policy change to make the Clean Water Act, Porter Cologne Water Quality Act, MS4 permit and WMP requirements more viable and sustainable.

3. Establishment. Pursuant to the Joint Exercise of Powers Act (Government Code Sections 6500, *et. seq.*), there is hereby established a Joint Powers Authority which shall be a public entity separate from the parties to this Agreement. The name of such entity shall be the Rio Hondo/San Gabriel River Watershed Management Joint Powers Authority ("Authority"). The Authority shall carry out its functions through a Governing Board, as described in this Agreement.

4. Term of Agreement. This Agreement is effective as of the latest date by which at least three (3) Members have adopted resolutions by their legislative bodies approving joining the Authority and this Agreement, and thereafter having executed this Agreement and delivered executed copies to the other Members, and shall continue in full force and effect for so long as no less than three (3) such Members remain, or until terminated by unanimous consent, provided that all liabilities of the Authority have been satisfied and all assets of the Authority have been distributed as provided in this Agreement..

5. Restriction on Exercise of Powers. Pursuant to and to the extent required by California Government Code Section 6509, the Authority shall be restricted in the exercise of its powers to the same extent as the City of Arcadia is restricted in its exercise of powers hereunder; provided that, if the City of Arcadia shall cease to be a Member, then the Authority shall be restricted in its exercise of powers to the same extent as the City of Monrovia is restricted in its exercise of powers hereunder.

6. Governing Board. The governing body of the Authority shall be the Governing Board which shall be made up of one representative from each Member. The Governing Board shall oversee the activities of the Authority and shall act consistent with and in furtherance of applicable law and the purposes of this Agreement and the Authority, as specified in Section 2, above.

(a) Membership. The duly-appointed City Manager of each of the Members shall be that Member's representative on the Governing Board. The City Manager from each of the Members shall designate an alternate representative for that Member. If neither the Board member nor the Board member's alternate can attend a scheduled meeting, the City Manager may designate, in writing, a representative for that meeting who may attend and participate in that meeting as if they were a Governing Board member.

(b) Term of Members. Each member of the Governing Board shall serve indefinitely, so long as they continue to hold the office of City Manager with the respective Member agency. ~~Alternate Board members serve at the pleasure of the appointing Governing Board member and may be removed at any time.~~

(c) Vacancies. A vacancy shall be declared if any Board member or alternate Board Member shall cease to serve on the appointing legislative body. Vacancies shall be filled in the same manner as the original appointment.

(d) Compensation. Board members and alternate Board members shall receive no compensation for attending required meetings or performing other functions for the Authority.

(e) Voting. Each Governing Board member shall have one (1) vote. If a Board member cannot attend a meeting, the alternate or designee attending shall be fully empowered to act and vote as the Board member for the meeting so attended. Voting on Authority business shall require a majority or super-majority vote as provided below in Section (i). All vote requirements specified in this Agreement are based on the full membership of the Governing Board. Those actions that require a "majority" vote shall require the affirmative vote of at least a majority (50%+1) of all Members, and those actions that require a "super-majority" vote shall require the affirmative votes of at least four/fifths (4/5) of all Members. If a vote requirement is not specified in this Agreement for any action of the Governing Board a majority vote is required. Abstentions or absences shall not be counted as votes for any purpose.

(f) Responsibilities. It shall be the responsibility of the Governing Board of the Authority to:

- (1) Determine general policy for Authority activities.
- (2) Act on behalf of all Members in adopting strategies to pursue the purposes of the Authority, as set forth in Section 2 of this Agreement.
- (3) Approve an annual or bi-annual budget to receive and expend funds necessary to exercise the powers and achieve the purposes of the Authority, as set forth in this Agreement, and as otherwise provided by law. A majority vote of all the members shall be required to adopt a budget or assess the contribution of costs or to purchase any real property or enter into a long-term lease (over five years) for any real property.
- (4) Ensure that projects and programs that are undertaken are in the best interest of the residents and communities served by the Authority.
- (5) Authorize expenditures of funds in accordance with the adopted budget and any purchasing procedures adopted by the Governing Board.
- (6) Assess annual membership costs for each Member and Project contributions pursuant to the Cost Allocation Formula set forth on Exhibit A, each of which must be approved by a super-majority vote. Any deviation from the Cost Allocation Formula shall require the unanimous vote of all Member representatives on the Governing Board.

(7) Approve or deny applications from similarly situated local agencies for admission to the Authority, or to withdraw as a Member, or from Members to expel a member from the Authority, which shall require a super-majority vote of the Governing Board and approval by the legislative bodies of the Members pursuant to Sections 12, 15 and 16.

(8) Adopt by-laws, rules and regulations governing operations of the Authority.

(9) Appoint such ad hoc or standing committees of its Members as it may deem appropriate, all in uniformity with the Ralph M. Brown Act (Sections 54950 *et seq.*)

(g) Meetings. The Governing Board shall conduct regular and special meetings in accordance with the Ralph M. Brown Act, commencing with California Government Code Section 54950, or any successor provision thereto. It shall hold at least one regular meeting in each year and such additional meetings as may be necessary to accomplish the purposes specified herein. Regular meetings shall be held at such location as the Governing Board may determine by Resolution. The dates upon which, and the hour, date and place at which regular meetings shall be held shall be fixed by the Governing Board.

(h) Minutes. Minutes shall be kept of all meetings of the Authority and the Secretary shall cause a copy to be forwarded to the Members and made available to the public. Meetings shall be conducted in accordance with the most current edition of "Rosenberg's Rules of Order" unless otherwise provided by the Governing Board.

(i) Quorum. A majority of the full membership of the Governing Board must be present at a meeting to constitute a quorum.

7. Organization.

(a) Officers. The Governing Board shall elect from its members a Chair, a Vice-Chair, and/or such other officers as the Governing Board shall find appropriate. Each officer shall serve for a term of one (1) year unless sooner terminated at the pleasure of the Governing Board. Upon approval by the Governing Board, all contracts, deeds and other official documents on behalf of the Authority shall be executed by the Chair or the Executive Director, and attested to by the Secretary and approved as to form by the Authority's legal counsel or the Lead Agency's legal counsel (if a Lead Agency is designated by the Board).

(b) Employees. The Governing Board may appoint an Executive Director, controller, clerk, secretary, legal counsel or other employees as it deems appropriate, or may contract for any such services, and may establish the duties, compensation and benefits of such employees and contractors in accordance with best public employment practices. The Governing Board may choose to utilize the services of employees of the Members by appointing a Lead Agency, as described below, and, if required, compensate the Member accordingly, or may directly appoint and employ its own staff. If the Authority directly employs employees, the Governing Board shall adopt a personnel system establishing rules and regulations comparable to the public sector generally.

(c) Finances. The Controller of the Authority shall cause an independent annual audit of the Authority's finances to be made by a certified public accountant in compliance with California Government Code Section 6505 or successor authority. The Treasurer of the Authority shall be the depositor and shall have custody of all money of the Authority received from whatever source. The Controller of the Authority shall draw warrants to pay demands against the Authority when the demands have been approved by the Authority by its authorized representative pursuant to any delegation of authority adopted by the Authority. The Treasurer and Controller shall comply strictly with the provisions of statutes relating to their duties, as set forth in the Joint Exercise of Powers Act.

(d) Consultants. In addition to hiring employees, the Authority is authorized to enter into contracts and pay consultants pursuant to the Authority's purchasing procedure to perform any work or activity it is empowered to perform hereunder, including for the provision of professional, financial, legal, administrative, technical or other services.

(e) Lead Agency. The Governing Board may select from the Members, a Lead Agency for the Authority, although a Lead Agency is not required if the Authority employs staff to administer the Authority. In such case, the City Clerk of the Lead Agency shall be and act as the Secretary for the Authority and the Director of Finance of the Lead Agency shall be and act as the Treasurer and Auditor of the Authority, pursuant to California Government Code Section 6505.6. Pursuant to California Government Code Section 6505.1, the Secretary and Treasurer shall have charge of the property of the Authority and each shall file an official bond in the penal sum of Ten Thousand Dollars (\$10,000.00) or such additional amount as the Governing Board may establish. The Authority is authorized to pay the additional costs of such bonds, if any. By majority vote, the Governing Board may change the Lead Agency at any time. In such event, the officers of the new Lead Agency shall serve as the respective officers of the Authority.

(f) Property of the Authority. Pursuant to California Government Code Section 6505.1, the Governing Board may designate an officer or employee, or officers and employees, in addition to the Secretary and Treasurer, to receive, deposit, invest, and disburse the money of the Authority pursuant to California Government Code Sections 6505.5 and 6509.5. The Governing Board shall fix the amount of the official bond to be filed by each such designee.

8. Corporate and Political Powers. For purposes of exercising its authority, and subject to the limitations set forth herein, the Authority shall have all joint powers specified in California Government Code Section 6508 including, but not limited to, any or all of the following:

- (a) To exercise the common powers of its Members pursuant to Section 2 above;
- (b) To make and enter into contracts;
- (c) To employ agents and employees;
- (d) To acquire, construct, manage, maintain or operate any building, structure, work or improvement;
- (e) To acquire, hold or dispose of interests in real or personal property;

(f) To incur debts, liabilities and obligations and issue bonds, notes, certificates of participation and other forms or evidence of indebtedness;

(g) To sue and be sued in its own name;

(h) To apply for, accept, receive and disburse grants, loans and other financial aid from any agency of the State of California or the United States of America and to receive donations of property, funds, services and other forms of assistance from persons, firms, corporations or governmental entities;

(i) To obtain insurance for the Authority and contract for risk management services authority;

(j) To invest money of the Authority in the same manner and on the same conditions as local agencies pursuant to California Government Code Section 53601;

(k) To prepare and support or oppose legislation or administrative action related to the purposes of this Agreement;

(l) To adopt rules, regulations, policies, bylaws and procedures for the carrying out of the foregoing powers or necessary for the governing of the operations of the Authority; and

(m) To exercise all other powers necessary and proper to carry out the provisions of this Agreement including, without limitation, the power to levy special taxes and assessments and fees in compliance with applicable law, and to exercise the power of eminent domain for the public purposes of the Authority.

9. Expenditures and Contributions. From time to time, the Governing Board may require Member contributions in order to make expenditures necessary to carry out the purposes and functions of the Authority which may include, but are not limited to, retention of consultant(s) to conduct studies and prepare plans, reports and designs, and/or provide management services and the costs of project implementation. The contributions required from Members shall be determined pursuant to the Cost Allocation Formula set forth in Exhibit A, unless a deviation is approved by unanimous vote of all members of the Governing Board. Any individual expenditure of the Authority in excess of one million dollars (\$1,000,000) shall require a super-majority vote. Within thirty (30) days of such a contribution requirement being approved by the Governing Board, each Member shall make the required contribution, providing that any Member not wishing to make such contribution may, in the alternative, withdraw from the Authority within said period by adopting a resolution of withdrawal by its legislative body.

10. Eligibility for Membership and Admission. Any local public agency that is a member of the Rio Hondo/San Gabriel River Watershed Quality Group may apply to become a member of the Authority and may become a Member upon a super-majority vote of the Governing Board. Upon admission, each new Member shall immediately execute this Agreement. At the time of approval of admission, the Governing Board may request that the new Member make a voluntary payment of its share of any costs incurred by the Authority to date, to the extent the benefit of those costs will be derived or will continue to be derived after the new Member agency

has joined the Authority. Such shares shall be determined according to the Cost Allocation Formula set forth in Exhibit A.

11. Withdrawal by a Member. Subject to the provisions of this section, any Member may withdraw from the Authority by providing the Governing Board no less than thirty (30) days prior written notice including a copy of the initiating resolution approved by the legislative body of the withdrawing Member. The withdrawing Member shall pay all unpaid contributions that were approved by the Governing Board more than thirty (30) days prior to the date of the notice of withdrawal. No Member may withdraw unless and until it has satisfied any and all outstanding contractual obligations, or other indebtedness for which such Member would otherwise be obligated, in whole or in part, to pay. "Outstanding contractual obligations" includes the obligations for payments on contracts which the Authority has entered into and are legally binding but where additional services will be performed in the future, until the contract has been fully performed.

12. Accounts, Reports, and Audits. The following procedures shall be followed to ensure strict accountability of all funds of the Authority and to provide for accurate reporting of receipts and disbursements of said funds:

(a) The auditor of the Authority shall either prepare or contract with a certified public accountant to prepare an annual audit of the Authority's accounts and records. The minimum requirements for such audits shall be those prescribed by the State Controller for special districts under California Government Code Section 26909 or successor statute and shall conform to generally accepted accounting principles.

(b) A report of said audit shall be filed as a public record with each Member and with the County Auditor of the County of Los Angeles. Such report shall be filed within six (6) months of the end of the fiscal year or years under examination.

(c) Any additional procedures pertaining to accountability of funds and assets of the Authority, as specified in the Joint Exercise of Powers Act, shall be followed.

13. Obligation for Debts and Liabilities and Distribution of Assets. Except as otherwise provided herein, no Member shall be individually responsible for any of the debts, liabilities or obligations of the Authority, and all such debts, liabilities and obligations shall exclusively be those of the Authority.

(a) Indemnification.

(1) Each Member agrees to indemnify, defend and hold the Authority and all other Members, and employees, officers and agents of the Authority, free and harmless with respect to any and all claims, liabilities, losses, and damages, including legal fees and expenses, to the extent arising out of or connected with the acts or omissions, or breach or default, of such Member, or any person or entity acting on behalf of such Member, in the performance of any of its obligations under this Agreement.

(2) The Authority shall indemnify, defend, and hold harmless, jointly and severally, each of its Members and the Members' officers, officials, employees, agents, and

representatives with respect to any loss, damage, injury, claim, litigation, or liability, including attorney's fees and costs, arising out of or in any way related to the creation of operation, functioning, decisions, or actions of the Authority or the Authority's officers, officials, employees, agents, or representatives.

(3) The provision of indemnity set forth in this Section shall not be construed to obligate the Authority to pay any liability, including but not limited to punitive damages, which by law would be contrary to public policy or otherwise unlawful.

(4) To the full extent permitted by law, the Authority shall require that all contractors and partners in Authority business and activities shall indemnify, defend and hold harmless the Authority and its Members for that entity's acts or omissions, or breach or default, consistent with this Section 13(a).

(b) Tort Liability. Government Code Section 895.2 imposes certain tort liability jointly upon public agencies solely by reason of such public agencies being parties to an agreement as defined in Government Code Section 895. Therefore, the Member public agencies, as among themselves, pursuant to the authorization contained in Government Code Sections 895.4 and 895.6, each assume the full liability imposed upon it or any of its officers, agents, employees or representatives by law for injury caused by a negligent or wrongful action or inaction, or omission, occurring in the performance of this Agreement, to the same extent that such liability would be imposed in the absence of Government Code Section 895.2. To achieve this purpose, each Member indemnifies and holds harmless each other Member and the Authority, for any loss, cost or expense, including reasonable attorney's fees and consultant fees that may be imposed upon or incurred by such other Member or the Authority solely by virtue of Government Code Section 895.2.

(c) Funds for Defense. Notwithstanding the provisions of paragraphs (a) or (b), above, by a super-majority vote of the Governing Board, the Governing Board may approve the expenditure of Authority funds to defend, indemnify and hold the Authority, members of the Governing Board, and any employee or agent of the Authority, free and harmless from claims and liabilities arising in connection with their actions taken in good faith, and while within the scope of their duties being performed on behalf of the Authority.

(d) Self-Insure. The Authority may self-insure or purchase insurance, and/or require the Members to self-insure or purchase insurance, in order to comply with any of the defense and indemnity requirements herein.

(e) Privileges and Immunities. All of the privileges and immunities from liability, exemptions from laws, ordinances, and rules, all pension, relief, disability, worker's compensation, and other benefits which apply to the activity of officers, agents, or employees of any Member when performing their respective functions within the territorial limits of the Member, shall apply to them to the same degree and extent while engaged in the performance of any of their functions and duties extraterritorially hereunder.

14. Effect of Termination. Upon termination of this Agreement by the Authority consistent with Section 4, all of the existing assets shall be divided and distributed for public

purposes in such manner as shall be determined by a super-majority vote of the Governing Board provided, however, that this Agreement and the Governing Board shall continue to exist for the purposes of disposing of all claims, administering the distribution of assets, and performing any other functions necessary to conclude the affairs of the Authority. This Agreement may not be terminated so long as the Authority has any outstanding contractual obligations or other indebtedness.

15. Notices. Notices permitted or required to be sent pursuant to this Agreement shall be sent by registered mail, return receipt requested, or reputable overnight delivery service addressed as follows:

To each Member at each Member public agency's official business address, personally addressed to the that agency's Governing Board member;

To the Authority at _____, Attention: Secretary. This address shall be the Authority's official business address. This address may be changed by approval of the Governing Board and the giving of written notice to each Member at their official business address.

16. Amendment. This Agreement may only be amended, upon the recommendation of a super-majority vote of the Governing Board, by the unanimous vote of the legislative bodies of the Members acting by resolution with all such resolutions adopted within 90 days of the action by the Governing Board.

17. Legal Actions.

(a) Remedies. The Authority is hereby authorized to take any and all legal or equitable actions, including but not limited to, seeking an injunction and/or specific performance, necessary or permitted by law, to enforce this Agreement.

(b) Applicable Law and Forum. The laws of the State of California shall govern the interpretation and enforcement of this Agreement, without regard to conflict of law principles. Legal actions must be instituted and maintained in the Superior Court of the County of Los Angeles, State of California, in any other appropriate court in that county.

(c) Acceptance of Service of Process. In the event that any legal action is commenced against the Authority, service of process on the Authority shall be made by personal service upon the Executive Director or Secretary of the Authority, or in such other manner as may be provided by law.

(d) Waivers. All waivers of any term or condition of this Agreement shall be in writing. No waiver of any term or same term or condition at a different time.

18. Liberal Construction; Severability. In the event of any litigation over the meaning of this Agreement or the authority of any agency of the Authority, this Agreement shall be liberally construed to effectuate its purposes. Should any part, term or provision of this Agreement be

decided by any court of competent jurisdiction to be illegal or in conflict with any law of the State of California or federal law, or otherwise be rendered unenforceable or invalid, the validity of the remaining portions and/or provisions shall not be affected thereby.

19. Conflicts of Interest. No officers, official, or employee of the Authority shall have any financial interest, direct or indirect, in the Authority nor shall any such person participate in any decision relating to the Authority which affects his or her financial interests, in violation of any State law or regulation. When required, all Members and required employees or consultants shall complete the Conflict of Interest forms Form 700 of the Fair Political Practices (FPPC) entitled "Statement of Economic Interests for Designated Officials and Employees" in accordance with the requirements of the FPPC and in accordance with the requirements of the Conflict of Interest Code as adopted by the Authority.

20. Books and Records. All books, records, accounts, and documents of the Authority shall be available at any reasonable time to the Governing Board and, to the extent provided by the California Public Records Act (Government Code Section 6250 *et. seq.*) shall be public records. This Section does not authorize the release of any confidential documents which are exempt from disclosure under the California Public Records Act or other applicable law or regulations.

21. Principal Office. The principal office of the Authority shall be that of the office of the Executive Director or the Lead Agency or as from time to time designated by the Board.

22. Successors. This Agreement shall be binding upon all Members and shall inure to the benefit of the successors of each of the Members provided, however, that no Member may assign any right or obligation under this Agreement without the written consent of the Governing Board.

23. Effectuate Counterparts. This Agreement may be executed in counterparts, which together shall constitute the same and entire agreement.

24. Filing with Secretary of State. The Secretary of the Authority is directed to file with the office of the California Secretary of State a notice of adoption or amendment of this Agreement within thirty (30) days after the effective date of such adoption or amendment, as required by California Government Code Section 6503.5 and shall file all other official notices as may be required by law.

[SIGNATURES APPEAR ON SEPARATE PAGES]

IN WITNESS WHEREOF, each of the parties hereto have caused this Agreement to be executed and attested by its duly authorized officers as of the dates set forth below.

MEMBER:
CITY OF ARCADIA

Dated: _____

By: _____
Mayor

ATTEST:

City Clerk

APPROVED TO FORM:

City Attorney

IN WITNESS WHEREOF, each of the parties hereto have caused this Agreement to be executed and attested by its duly authorized officers as of the dates set forth below.

MEMBER:
CITY OF BRADBURY

Dated: _____

By: _____
Mayor

ATTEST:

City Clerk

APPROVED TO FORM:

City Attorney

IN WITNESS WHEREOF, each of the parties hereto have caused this Agreement to be executed and attested by its duly authorized officers as of the dates set forth below.

MEMBER:
CITY OF DUARTE

Dated: _____

By: _____
Mayor

ATTEST:

City Clerk

APPROVED TO FORM:

City Attorney

IN WITNESS WHEREOF, each of the parties hereto have caused this Agreement to be executed and attested by its duly authorized officers as of the dates set forth below.

MEMBER:
CITY OF MONROVIA

Dated: _____

By: _____
Mayor

ATTEST:

City Clerk

APPROVED TO FORM:

City Attorney

IN WITNESS WHEREOF, each of the parties hereto have caused this Agreement to be executed and attested by its duly authorized officers as of the dates set forth below.

MEMBER:
CITY OF SIERRA MADRE

Dated: _____

By: _____
Mayor

ATTEST:

City Clerk

APPROVED TO FORM:

City Attorney

EXHIBIT A

COST ALLOCATION FORMULA

- A. 10% Base Cost = [(Total Project costs - funds contributed from external sources) X 10%] / # of Members
- B. 90% Land Area = [(Total Project costs - funds contributed from external sources X 90%) X Percentage of total developed land area (not including Angeles National Forest)]

For illustration purposes the Cost Allocation Formula for expected five initial Members of the Authority would be calculated as follows:

| Party | Acres (Developed Land sq.mi) | Percent of Area | Base Cost (1/5th of 10% Project Total) | Land Area (90%) | Total Cost |
|----------------------|---|----------------------------|--|--------------------------------|-------------------|
| City of Arcadia | 11 | 40% | | | |
| City of Bradbury | 1.9 | 7% | | | |
| City of Duarte | 3.6 | 13% | | | |
| City of Monrovia | 8 | 29% | | | |
| City of Sierra Madre | 2.8 | 10% | | | |
| TOTAL | 27.3 | 100% | | | |

ATTACHMENT #2

JOINT POWERS AUTHORITY

Frequently Asked Questions



1. Who is currently involved in the Rio Hondo/San Gabriel River Water Quality Group?

The Rio Hondo/San Gabriel River Water Quality Group (herein ‘Group’) was created to fulfil the requirements of the Los Angeles County MS4 Permit and comprises of the Cities of Arcadia, Bradbury, Duarte, Monrovia and Sierra Madre, County of Los Angeles and the Los Angeles County Flood Control District.

2. What complexities is the Group facing with their current structure?

The Group has been operating with different cities picking up the burden to ensure the Group maintains its current operational, administrative, and financial obligations. For example, the City of Arcadia has been acting as the central administrative hub in going out to bid for the Group’s consultants, securing/holding contracts, and billing the County and other cities for their portion of the Group’s contractual services. Whereas, the City of Monrovia has been at times acting as the operational lead in coordinating with consultants in drafting feasibility studies and liaising with external organizations. Such noncentralized efforts are starting to become evident now that the Group has a regional project funded.

The Group’s Encanto Park regional project, located in the City of Duarte, is an example of the complexities associated with the Group’s current structure. The City of Monrovia applied for Safe, Clean Water (Measure W) grant funding for the project, and it was awarded to Monrovia – however, the project is located in the City Duarte. The Group’s current structure surfaces complex questions, such as:

- If a liability incident were to occur at the construction site – who’s liable for such accidents/incidents – Monrovia, Duarte, both, or the entire Group?
- How might the City of Arcadia’s role as the central administrative/financial hub impact the future project, especially if Monrovia holds the funds?
- How will long term maintenance be addressed and who is the lead/responsible City?

Such complexities will only continue to grow as the Group further explores and receives funding for the Group’s larger regional projects.

3. Benefits of a JPA?

The JPA offers benefits to the Group and can be a solution to the Group’s current complexities. The JPA can act as the central hub for operational, administrative and financial activities; whereas, the JPA can be the bidder, holder, and owner of contracts. Since the JPA can secure separate

insurance, this provides liability protections to the organizations that are a part of the Group. The JPA can also ‘own’ projects which further reduces liability risks to the Group’s organizations. The JPA would have the ability to bond on behalf of cities and be the key holder of any potential land acquisition that may arise in the future.

4. Which entities would be a part of the JPA?

The created Rio Hondo/San Gabriel River Watershed Management Joint Powers Authority would consist of the Cities of Arcadia, Bradbury Duarte, Monrovia and Sierra Madre.

5. Why wouldn’t the County of Los Angeles and the Los Angeles County Flood Control District be involved in the JPA if they are a part of the original Water Quality Group?

The purpose of establishing the JPA is to jointly exercise the powers in common. This includes activities such as making and entering into contracts; acquire, construct, manage, maintain or operate any building, structure, work or improvement; sue and be sued, apply for and receive grants and other financial aid, obtain insurance, prepare and support or oppose legislation or administrative action, and conduct public outreach.

The JPA would be engaged in some activities that the County of Los Angeles cannot participate in, including public outreach and legislative advocacy. The County of Los Angeles has their own outreach efforts, and only the County Board of Supervisors can advocate for legislation or policies on behalf of the County. Additionally, the Los Angeles County Flood Control District, as a separate entity, has the same issue as the County of Los Angeles. Moreover, the Flood Control District also lacks General Police Power Authority, which is the power to undertake any activity to further the general health and welfare of the Community. The Flood Control District’s authority to implement stormwater regulations is limited only to those activities that it is obligated by the MS4 Permit to undertake.

6. How does partnership and shared liability work if the County of Los Angeles and the Los Angeles County Flood Control District are not a part of the JPA?

The County of Los Angeles and Los Angeles County Flood Control District will continue to enter into project-specific agreements with the JPA and cost-share, just as it has been doing with current projects. Per the JPA Agreement, the County of Los Angeles and Los Angeles County Flood Control District are not members but are permittees under the MS4 permit and participants in the WMP (Watershed Management Program). As such, they would cooperate as necessary with the JPA to further objectives and requirements of the WMP.

7. Who is made up of the JPA Governing Board?

Per JPA regulations, the Governing Board would be made up of one representative from each Member agency. The agreement states that the duly-appointed City Manager of each of the

Members shall be the representative on the Governing Board. It should be noted that Board members shall not receive compensation for attending required meetings or performing other function for the JPA.

8. Can the JPA document be amended later?

Yes. Pursuant to Section 16 of the Joint Exercise Powers of Agreement, the agreement may be amended by a super-majority (4/5^{ths}) vote of the Governing Board.

9. Does/Will the JPA require Staffing?

Staffing at this point is unknown. It should be stated that the City of Arcadia is collecting a 5% administrative fee for fulfilling the Group's administrative and financial needs. It is possible that this administrative fee is continued and is then paid into the JPA to fund Staff and/or consultants to cover the Group's administrative/financial obligations.

10. What is the process moving forward?

The first step in forming the JPA is for all the Group's City Councils to review and adopt the Joint Exercise of Powers Agreement. Once all signatures are obtained, the JPA then becomes an official entity. Next steps would include installing the Governing Board and filing the [Notice of a Joint Powers Agreement](#) with the California Secretary of State. The new JPA needs to register with the LA Local Agency Formation Commission, hire an external auditor, and purchase insurance. The JPA would then start working to absorb current contracts and projects into the JPA entity and establish MOUs with the County of Los Angeles and County Flood Control District.

11. How are other entities, groups, and cities situating themselves to collaborate in meeting stormwater compliance?

Upper Los Angeles River (ULAR) Watershed Management Group

The ULAR is a group made up of 17 cities (e.g. Los Angeles, Alhambra, Burbank, Rosemead, Temple City, Glendale, etc.), County of Los Angeles, and County Flood Control District. The San Gabriel Valley Council of Governments (SGVCOG) is the main liaison between the LA City Sanitation Department and the partnering cities. LA City Sanitation handles all the physical and technical work, such as monitoring, scientific studies, etc. The SGVCOG oversees the financial and procurement portion of the group by finding consultants, processing agreements and invoicing. LA City bills the SGVCOG and the SGVCOG pays with the money received from each City. In return, the SGVCOG passes and administrative costs to the cities. The SGVCOG also performs smaller special projects, such as maintaining the group's website.

The group has yet to construct a regional infrastructure project, so there is some unknown on how the collaborate efforts will be situated with the larger projects.

Gateway Region Integrated Regional Water Management Joint Powers Authority (GWMA)

The GWMA is a large watershed-based coalition and JPA that operates a number of different programs, which includes servicing four (4) different WMP groups. The GWMA services the

WMP groups by performing their administrative and financial needs. The entity facilitates invoicing, holds and administers the WMP groups' contracts, and they bid services on behalf of the WMP groups. In essence, the GWMA acts as the centralized hub for the WMPs. They perform these services by charging an administrative cost to partner cities. These funds go toward hiring contract Staff, insurance premiums, hiring annual auditors, and building the GWMA's reserves.

The GWMA has decided not to venture into construction projects. The entity might offer a level of administrative coordination, but they default with cities partnering with one another to accomplish regional projects.

Lower San Gabriel River (LSGR) Watershed Management Group

The LSGR Group comprises of Artesia, Cerritos, Downey, Diamond Bar, Whittier, Long Beach, Norwalk, etc. The LSGR Group is one of the WMPs serviced by the GWMA.

East San Gabriel Valley (ESGV) Watershed Management Group

The ESGV consists of Claremont, La Verne, Pomona, and San Dimas. The group is small, so coordinated efforts are nimbler and more flexible, which is why the formalities and processes of the larger groups are not present in this one. The Group has a shared MOU and they have yet to experience a larger regional project.

Upper San Gabriel River (USGR) Watershed Management Group

The USGR is comprised of the cities of Baldwin Park, Covina, Glendora, Industry, La Puente, and the County of Los Angeles and Los Angeles County Flood Control. The County of Los Angeles takes a centralized role in the group's administrative and financial affairs. Most of what is coordinated goes through the County, and a MOU between all the organization spells out the cost sharing and details the coordinated duties. When consultants are hired, the County is billed and the County then bills the rest of the cities based on the MOU. On smaller coordinated projects, some of the cities might execute their own MOUs to cost-share. At this point, the regional projects in the USGR have not materialized so future coordinated efforts are unknown with the larger projects.

ATTACHMENT #3

In order to take the next step towards implementing the WMP, the Group is seeking information to identify the feasibility and facilitate the five potential BMP projects and green streets into the design phase which are shown in **Figure 2**.

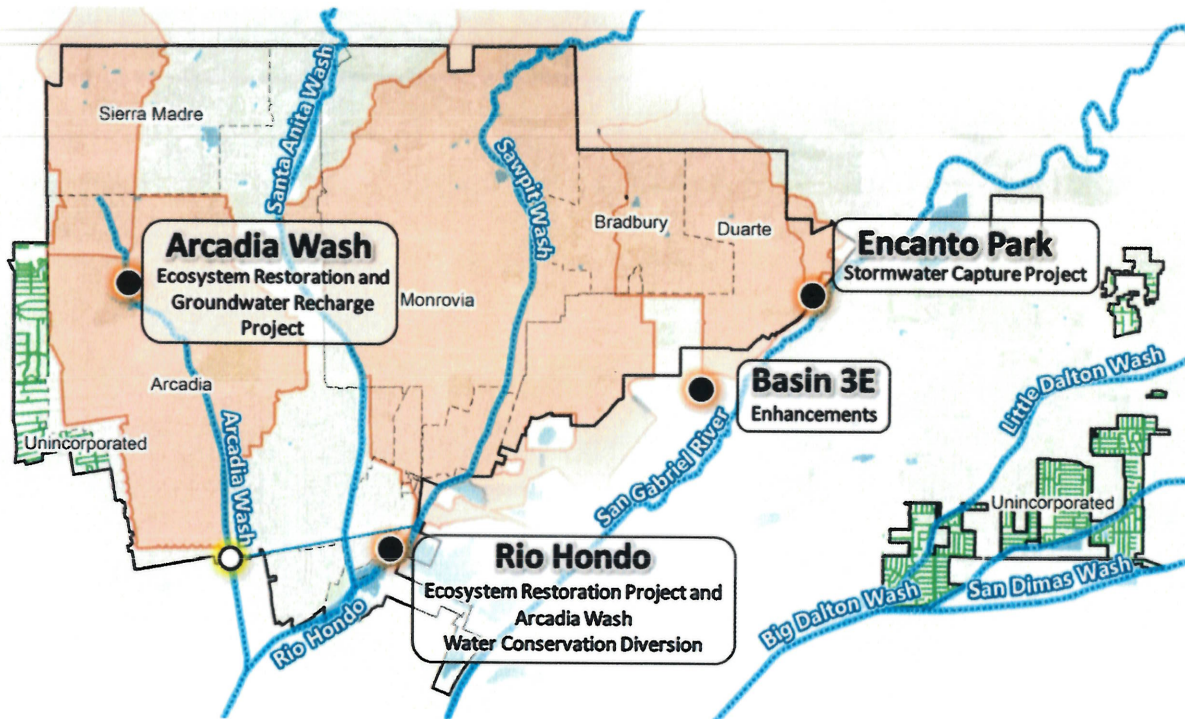


Figure 2 – Proposed Regional BMP Project Sites and Green Streets

PROJECT SITE DESCRIPTIONS

1. ARBORETUM NATURAL TREATMENT AND GROUNDWATER RECHARGE FACILITY

The regional BMP system will divert runoff from Arcadia Wash to a sediment forebay for pretreatment, with flows then entering a wetland surrounded by two groundwater recharge ponds. This system will have a controlled outlet with pump station to convey up to 1 cfs of treated water through a meandering stream to Baldwin Lake. The site layout is provided in Figure 3.

The LACFCD is managing a Baldwin Lake and Tule Pond Restoration Project, which will require coordination.



Figure 3 – Arboretum of Los Angeles County

| Arboretum Design Parameters | |
|-------------------------------|-------------------|
| Design Parameter | |
| Assumed Drainage Area (acres) | 1,633 |
| Total Footprint (acres) | .06 |
| Load Reduction (lb/yr) | 35.7 |
| Volume Addressed (acre-feet) | TBD by Consultant |

2. RIO HONDO ECOSYSTEM RESTORATION PROJECT AND ARCADIA WASH WATER CONSERVATION DIVERSION

The concept for the Rio Hondo Ecosystem Restoration stormwater BMP and Arcadia Wash Water Conservation Diversion is split into two phases. These phases are discussed below.

Phase 1 – Arcadia Wash Water Conservation Diversion

Phase 1 of this Regional BMP System will focus on water conservation efforts for Arcadia Wash to recharge water into the San Gabriel Groundwater Basin. This phase will not only provide water conservation benefits by recharging flow from Arcadia Wash, but will also provide incidental water quality benefits to help meet the 50% milestone for the LA River Metals TMDL. Phase 1 of this project is primarily a water conservation project, and is considered an update to the baseline watershed model rather than a water quality BMP.

Runoff from Arcadia Wash will be diverted to a pretreatment device at the intersection of Live Oak Avenue and conveyed approximately 10,000 to the east to Sawpit Wash. The flows will be conveyed via gravity until passing Santa Anita Wash, at which point a pump station will be used to lift the flows for continued gravity flow to Sawpit Wash.



Figure 4 – Phase 1

Phase 2 – Rio Hondo Ecosystem Restoration Project

Phase 2 of this project is where the majority of the regional water quality benefits will be achieved. This phase combines the water conservation benefits from Phase 1 with the additional pollutant load reduction and habitat restoration benefits provided by a constructed wetland. This project will also provide a natural treatment system to the downstream spreading basin at Peck Park. A temporary inundation area adjacent to the wetland will allow for groundwater recharge as well.

Phase 2 of this project will divert runoff from Sawpit Wash (and the Phase 1 Arcadia Wash flows) to convey stormwater flows to a sediment basin before entering an 8.3-acre constructed wetlands habitat with adjacent groundwater recharge basins prior to discharge into the Peck Road Water Conservation basins and to the downstream Rio Hondo Channel. See Figure 4 for the Phase 2 site layout.



FIGURE 4 – Phase 2

| Rio Hondo Ecosystem Restoration/Conservation Diversion Design Parameters | |
|--|--------|
| Design Parameter | |
| Assumed Drainage Area (acres) | 15,777 |
| Total Footprint (acres) | 33 |
| Load Reduction (lb/yr) | 818.3 |

Volume Addressed (acre-feet)

TBD by Consultant

3. ENCANTO PARK STORMWATER CAPTURE PROJECT

The regional BMP system will divert runoff from the existing 72-inch RCP LACFCD storm drain within a concrete diversion structure, into an 18-inch diameter pipe, from the storm drain to a pretreatment device. Flows from the pretreatment device will enter and underground infiltration gallery via gravity. The site layout is provided in Figure 5.

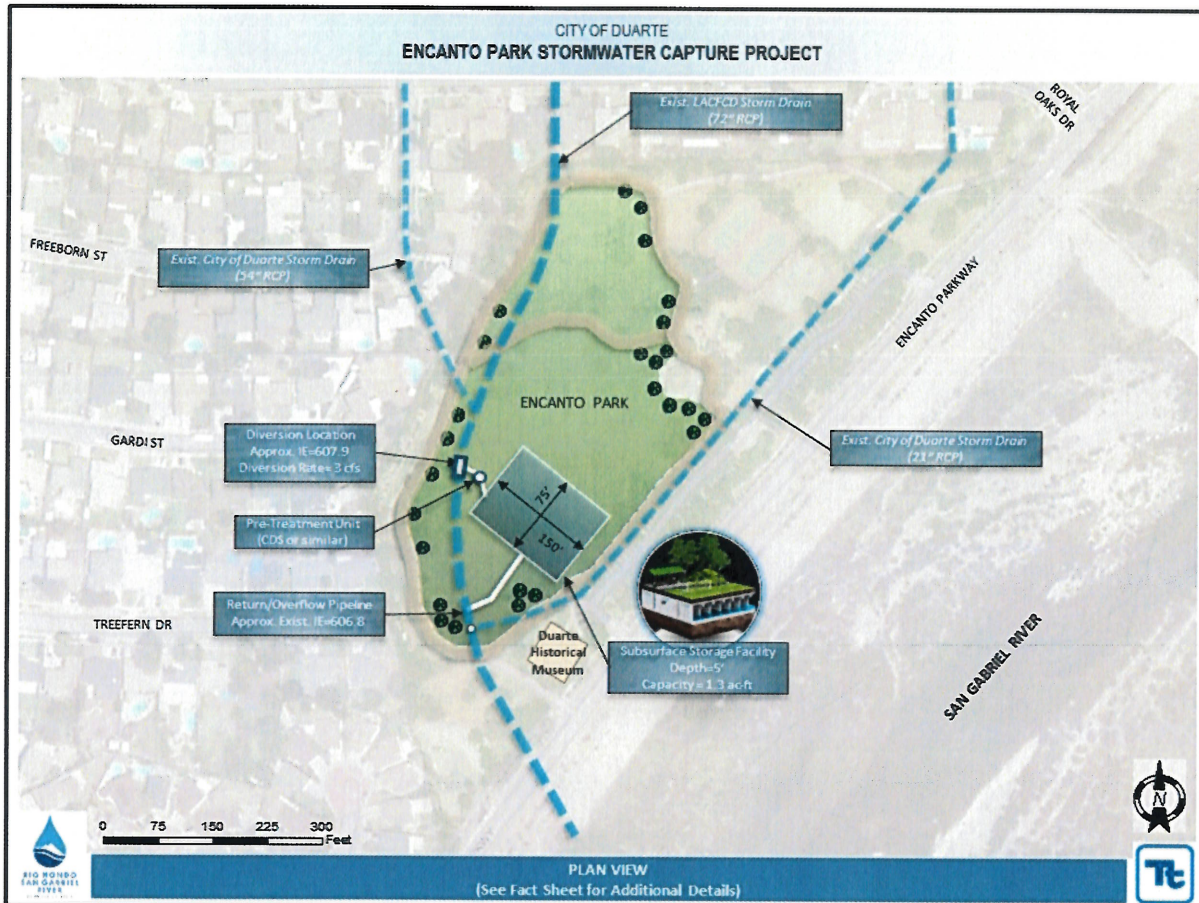


Figure 5 – Encanto Park

| Encanto Park Design Parameters | |
|--------------------------------|-----------|
| Design Parameter | |
| Assumed Drainage Area (acres) | 180 acres |
| Total Footprint (acres) | 1.3 |
| Load Reduction (lb/yr) | 64.3 |
| Volume Addressed (acre-feet) | |

4. BASIN 3E ENHANCEMENTS AT SANTA FE SPREADING GROUNDS PROJECT

The regional BMP system will enhance the existing flood control detention basin at the Santa Fe Spreading Grounds (SFSG) by constructing a sediment forebay with an energy dissipating mechanism for pretreatment. Flows from the sediment basin will spill over a concrete weir to a secondary basin where water will be filtered through a sand filter media with a geotextile bottom and perforated underdrains to convey treated flows to the San Gabriel River. There will be a second concrete weir with overflow that will drain into a smaller basin that will provide additional treatment as well as utilize the downstream portion of the basin that is not needed for the water quality sizing. The site layout is provided in Figure 6.

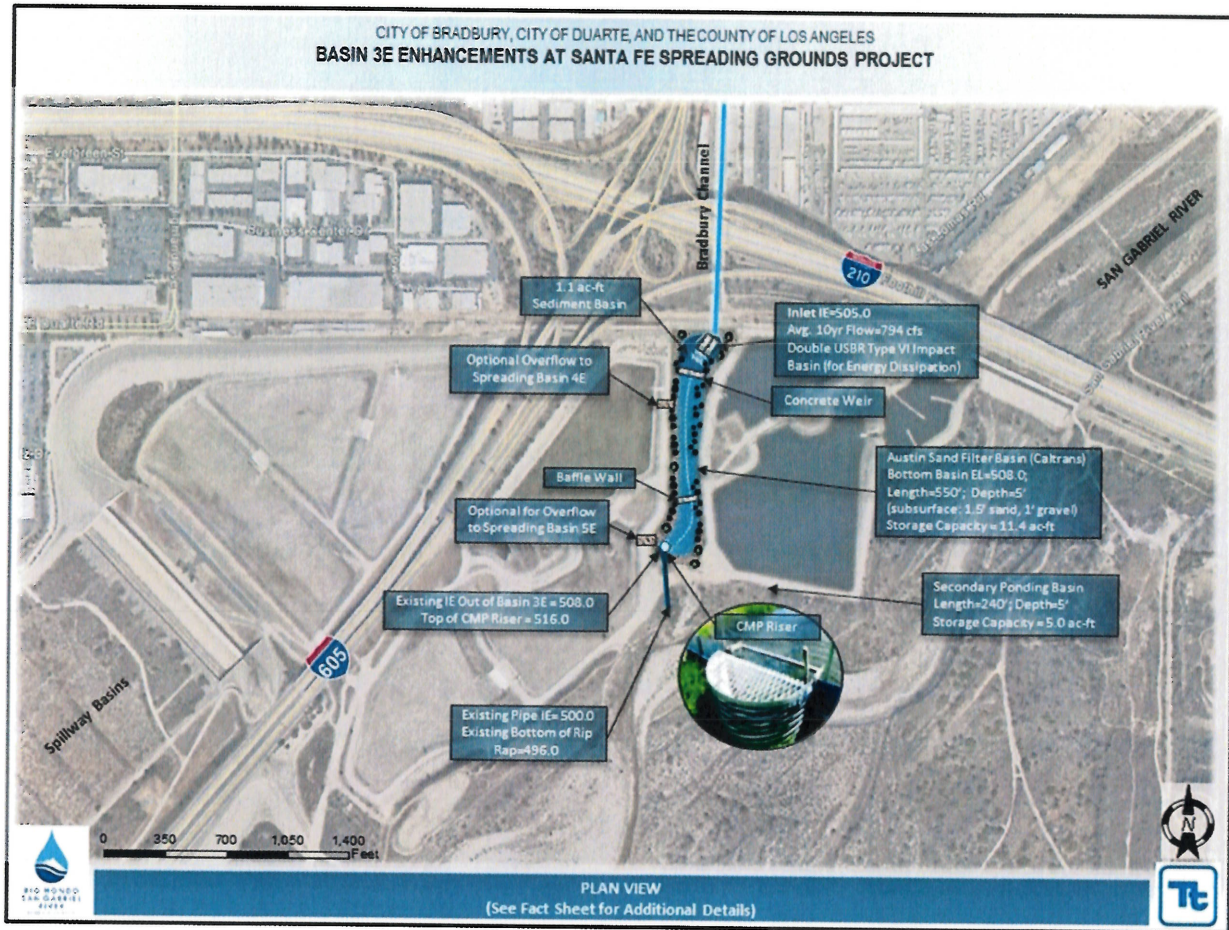
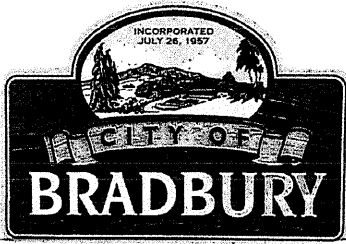


Figure 6 – Basin 3E

| BASIN 3E ENHANCEMENTS AT SANTA FE SPREADING GROUNDS Design Parameters | |
|---|-------------|
| Design Parameter | |
| Assumed Drainage Area (acres) | 2,137 acres |
| Total Footprint (acres) | 3. |
| Load Reduction (lb/yr) | 54.7 (3.7%) |
| Volume Addressed (acre-feet) | |



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: April 19, 2022

SUBJECT: **Discussion on Use of CalRecycle Funds**

ATTACHMENTS: 1. Zoning Map with Potential Water Refill Station Locations
2. Photos of Potential Water Refill Station Locations

SUMMARY

The City applied for the Cal Recycle Beverage Container Recycling City/County Payment Program and was approved to receive \$5,000. In the past, there have been challenges expending these monies, as funds are restricted and may only be utilized to support activities related to container recycling and litter abatement. In previous years, the City expended Cal Recycle funds through a grant program and partnered with surrounding cities. In 2020, water refill stations were added as an eligible activity and would allow the City to use funds to install water refill stations. As such, the City paid for water stations to be installed in Monrovia Canyon Park, an area greatly affected by the Bobcat Fire.

The City Council may elect to move forward with a grant program once again or choose to install a water refill station in the City. It is recommended that the City Council provide direction on how to move forward with Cal Recycle funds. Should the City Council desire to implement a grant program, staff will release a Request of Grant Proposals and return with any responses. Should Council elect to install a water refill station in the City, Staff recommends that the City Council choose the desired location. Staff will then return to present actual costs of installation based on the pre-identified feasible areas (See Attachment 1).

BACKGROUND

The California Beverage Container Recycling and Litter Reduction Act provides funding to cities and counties for beverage container recycling programs. The funding source is the California Redemption Value (CRV) premium that is paid when consumers purchase beverages in glass bottles, cans, and plastic containers. Funding is distributed annually based on a per capita formula. Bradbury is entitled to receive \$5,000 each year, and receiving the funds is as simple as completing an online form. Currently, the City has a surplus of these restricted funds in the amount of \$6,292.02.

CalRecycle funds are restricted to the following eligible activities:

- New or existing curbside recycling programs
- Neighborhood drop-off recycling programs
- Public education promoting beverage container recycling
- Litter prevention and cleanup where the waste stream includes beverage containers that will be recycled
- Cooperative regional efforts with two or more cities or counties, or both
- Other beverage container recycling programs
- Adding Water Refill Stations
- Supporting AB 341 Mandatory Commercial Recycling requirements:
 - Infrastructure for businesses to recycle beverage containers
 - Support for new or existing beverage container recycling programs for multi-family residential dwellings
 - Public education and outreach that includes a beverage container recycling component.

In the past, the City partnered with the City of Duarte in sponsoring their Earth Day event and with the City of Azusa in sponsoring Discover Club, a pilot environmental program. In 2020, the City used Cal Recycle funds to purchase two water refill stations for the City of Monrovia. The water refill stations were installed at Monrovia Canyon Park to assist with rehabilitation efforts after the Bobcat Fire severely affected the area.

ANALYSIS

This year, the City Council can elect to expend Cal Recycle funds through a grant program or to install a water refill station on one of the City's recreational trails (See Attachments 1 & 2).

If the City Council elects to expend funds through the grant program, the City would release a Request of Grant Proposals to solicit projects from neighboring cities, educational institutions, and non-profit organizations.

Should the City Council desire to move forward with the water refill station installation, the following is a rough estimate of the cost:

| Item | Estimated Cost |
|--|-----------------|
| Elker Outdoor ezH2O Upper Bottle Filling Station | \$7,930 |
| Installation (traffic control, modification of existing landscape and irrigation, installation of a concrete pad/foundation, connection to the water meter, restoration of the area (fencing, minor grading, etc.) | \$6,000 |
| Estimated Total | \$13,930 |

FINANCIAL REVIEW

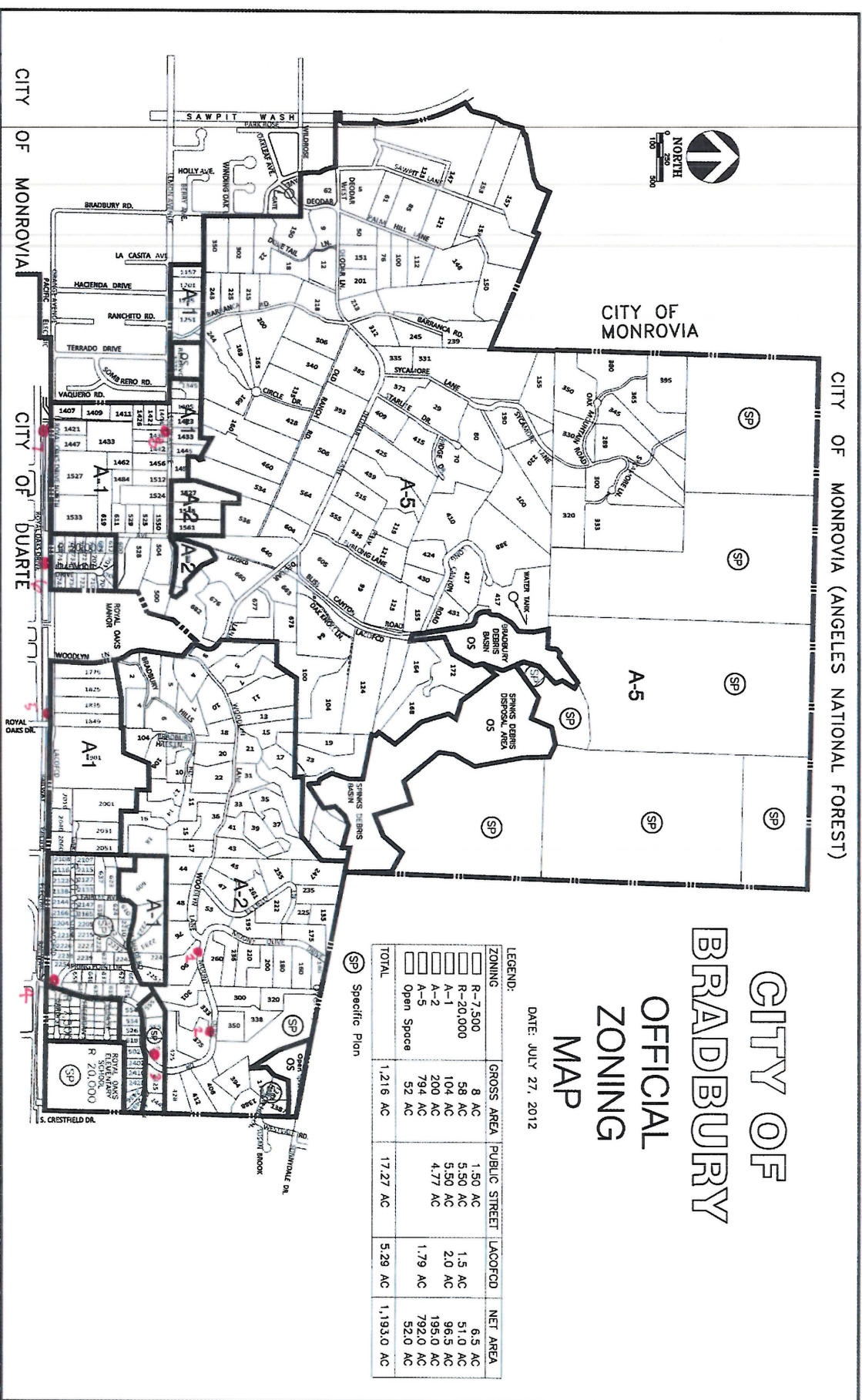
Each year, the City of Bradbury receives \$5,000 from CalRecycle. These are restricted funds and cannot be used for General Fund purposes. The City has had difficulties in the past expending all monies received, which has resulted in a surplus of \$6,292.02. As such, the total balance is \$11,292.02.

Should the City Council decide to install water refill stations, most of the cost will be covered by Cal Recycle funds and the rest of the cost will be taken from the City's general fund.

Should the City Council decide to move forward with a grant program, it would not have an impact to the City's general fund budget if the Council decides to limit the grant allocation to the amount of \$11,292.02.

STAFF RECOMMENDATION

It is recommended that the City Council provide direction on how to move forward with Cal Recycle funds. Should the City Council desire to implement a grant program, staff will release a Request of Grant Proposals and return with any responses. Should Council elect to install a water refill station in the City, Staff recommends that the City Council choose the desired location. Staff will then return to present actual costs of installation based on the pre-identified feasible areas.



CITY OF BRADBURY OFFICIAL ZONING MAP

DATE: JULY 27, 2012

LEGEND:

| ZONING | GROSS AREA | PUBLIC STREET | LACOFD | NET AREA |
|------------|------------|---------------|---------|------------|
| R-7,500 | 8 AC | 1.50 AC | 1.5 AC | 6.5 AC |
| R-20,000 | 58 AC | 5.50 AC | 2.0 AC | 51.0 AC |
| A-1 | 104 AC | 5.50 AC | 1.79 AC | 96.5 AC |
| A-2 | 200 AC | 4.77 AC | 1.79 AC | 195.0 AC |
| A-5 | 794 AC | | | 792.0 AC |
| Open Space | 32 AC | | | 32.0 AC |
| TOTAL | 1,216 AC | 17.27 AC | 5.29 AC | 1,193.0 AC |

SP Specific Plan

Location No. 1

Mount Olive Drive - 200' southerly of Woodlyn Lane

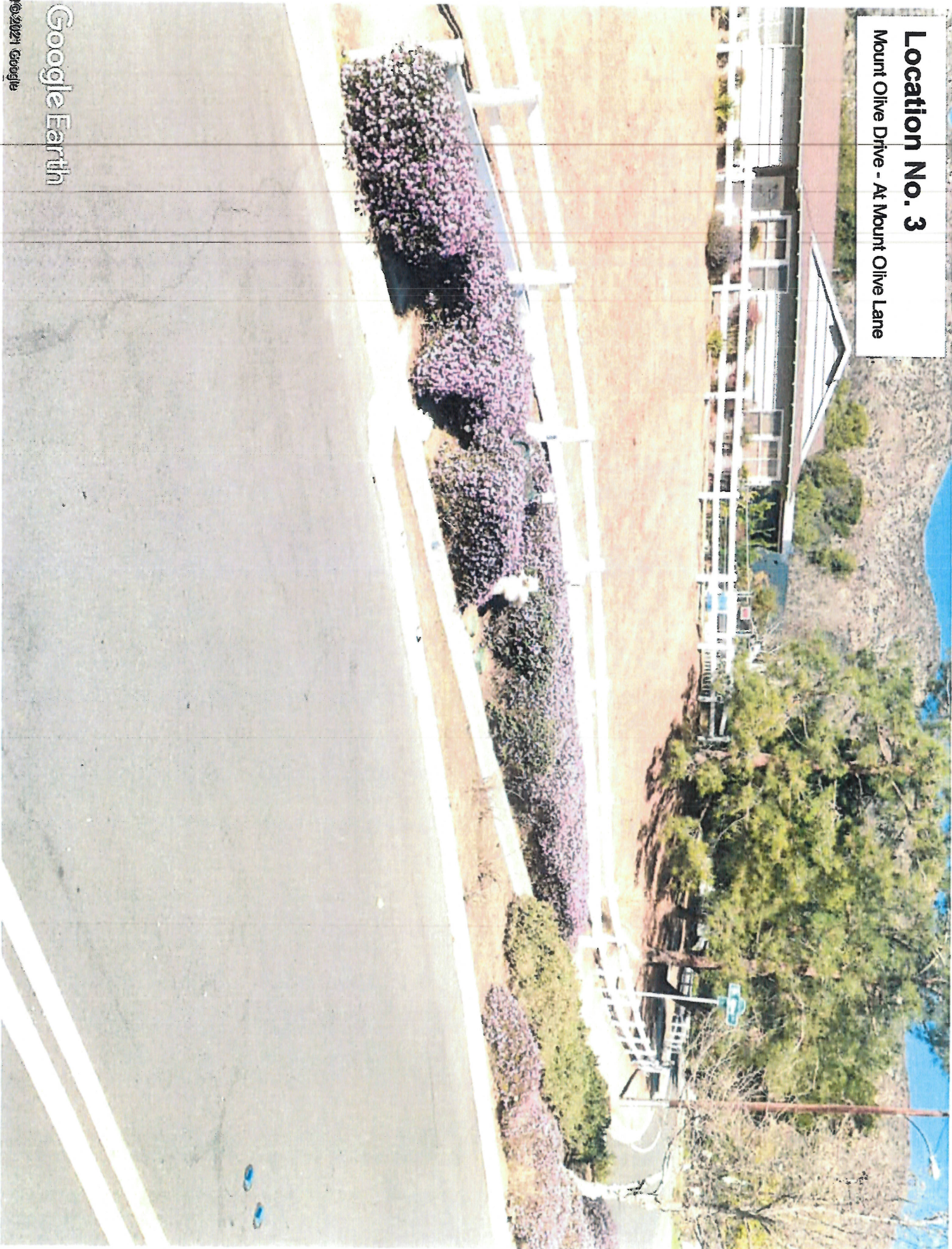


Location No. 2
Mount Olive Drive - At lower traffic calming



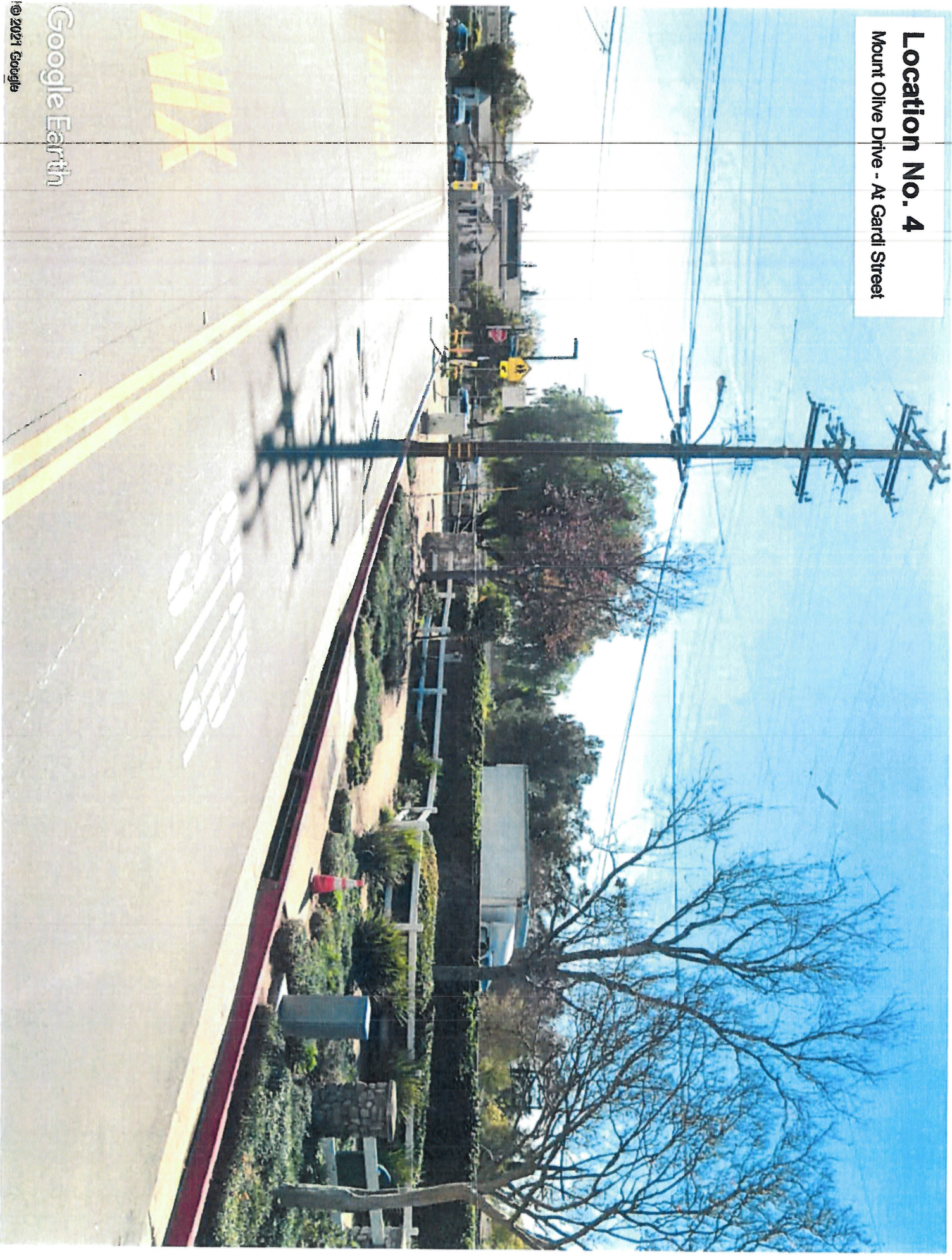
Location No. 3

Mount Olive Drive - At Mount Olive Lane

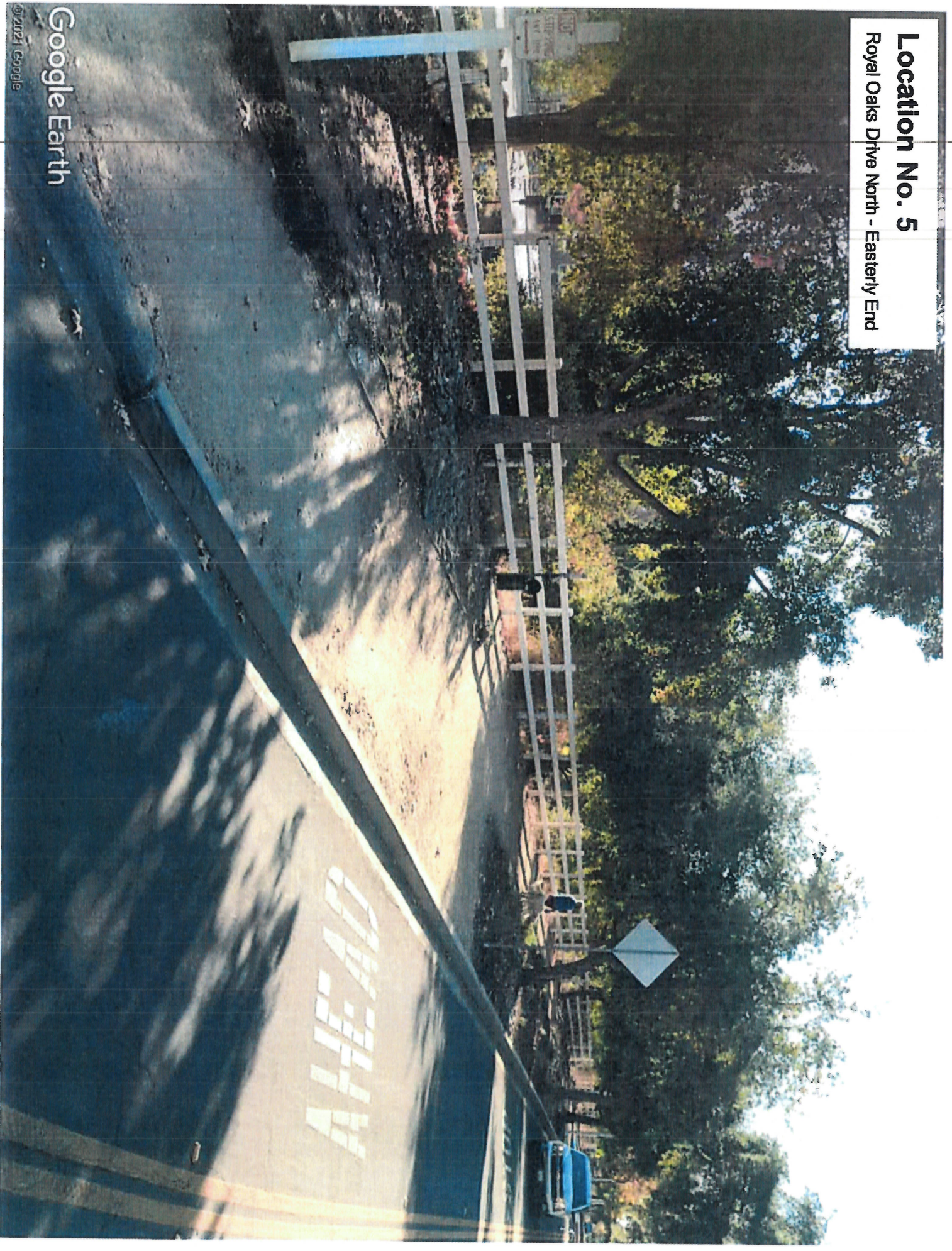


Location No. 4

Mount Olive Drive - At Gardi Street

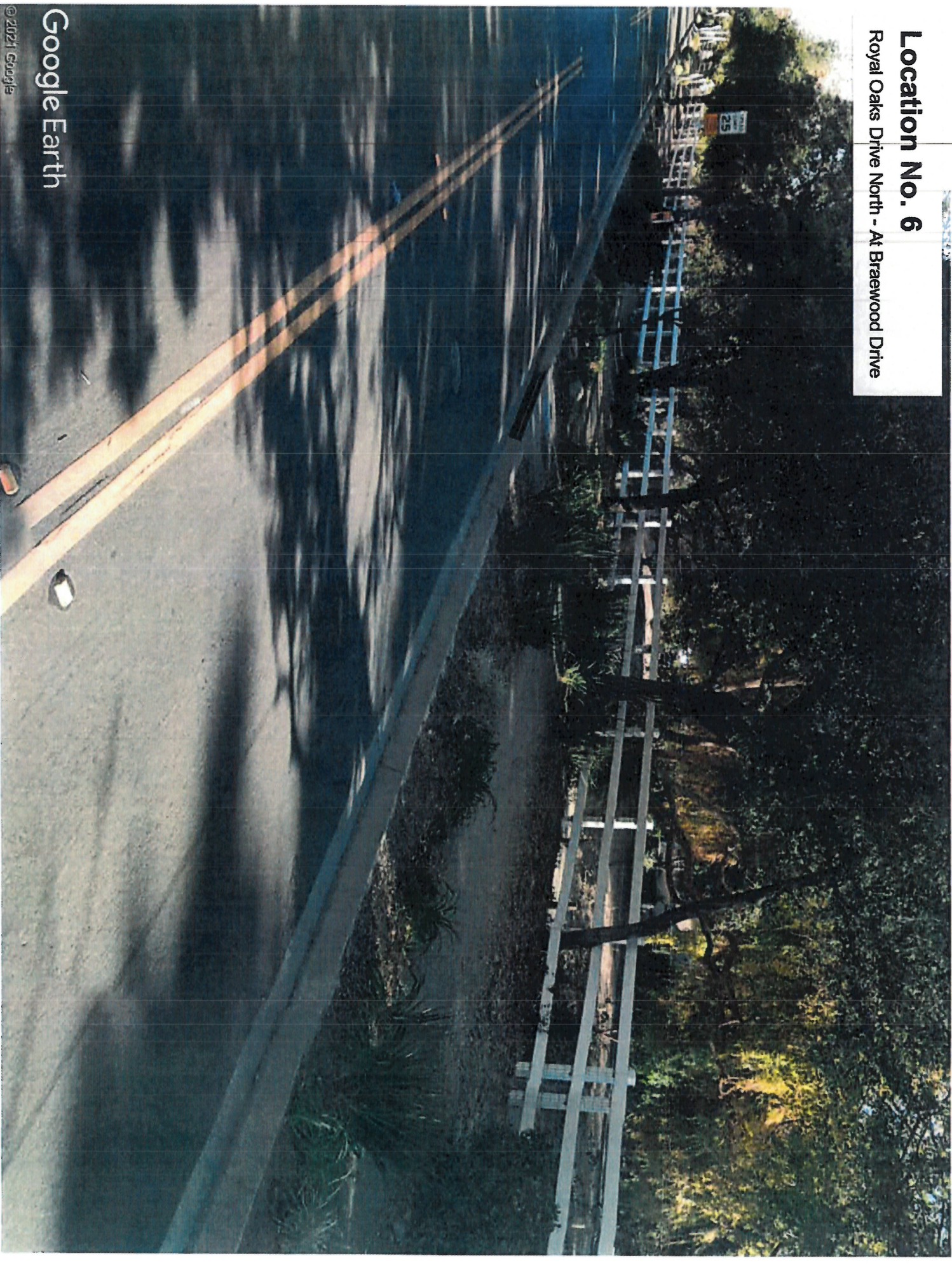


Location No. 5
Royal Oaks Drive North - Easterly End



Location No. 6

Royal Oaks Drive North - At Braewood Drive



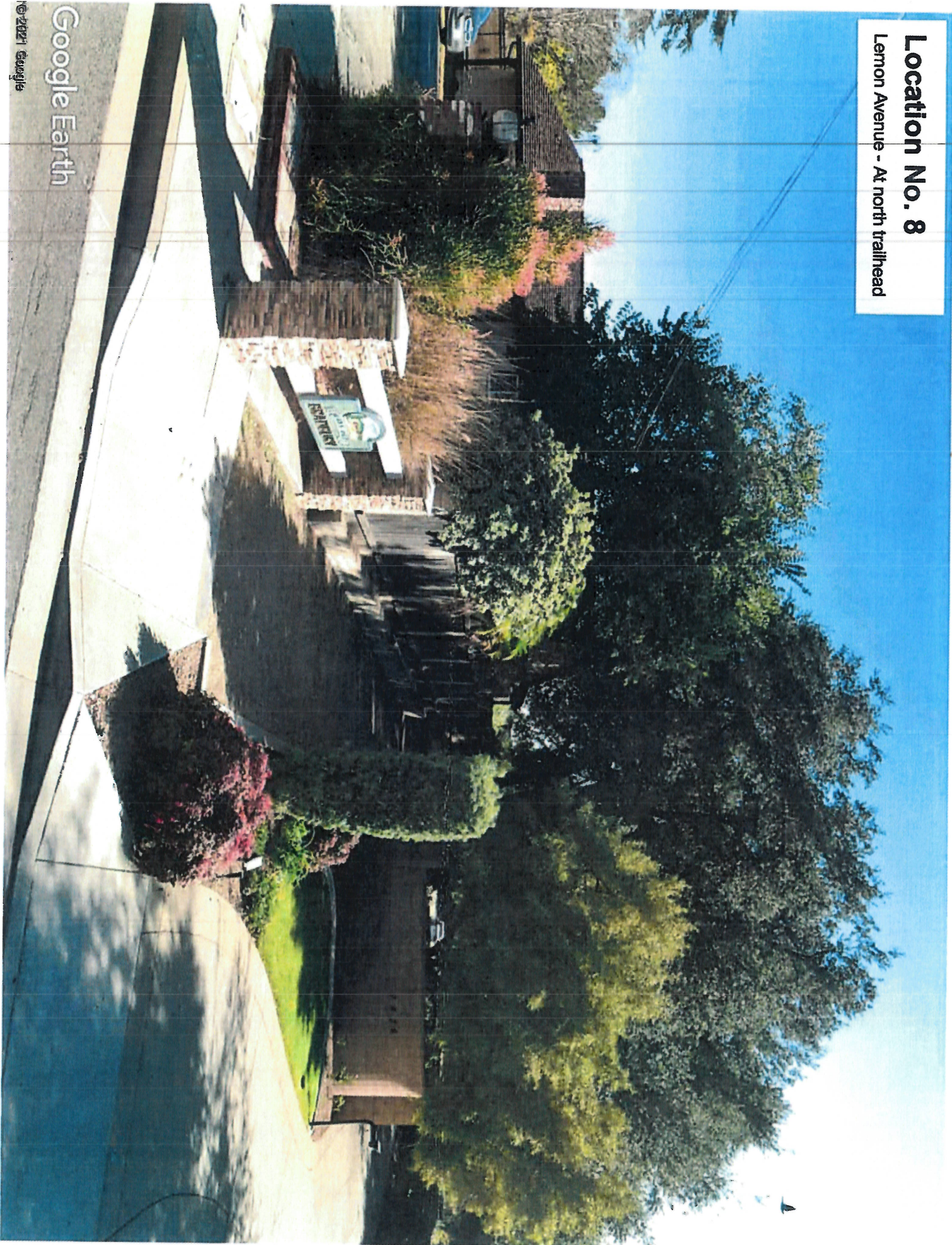
Location No. 7

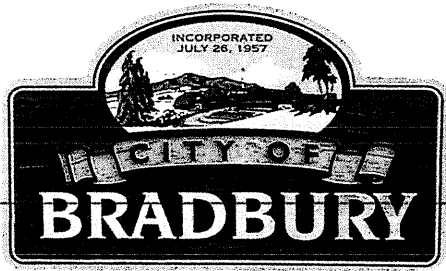
Royal Oaks Drive North - Westerly End



Location No. 8

Lemon Avenue - At north trailhead





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: Kevin Kearney, City Manager

DATE: April 19, 2022

SUBJECT: **DISCUSSION ON PUBLISHING CITY CRIME LOGS**

ATTACHMENTS: 1) Example of Duarte's Weekly Crime Blotter
2) Example of Monrovia's Weekly Neighborhood Watch Report
3) Definitions of Part I and Part II Crimes

SUMMARY

During the March meeting, the City Council directed Staff to bring an item to the April meeting to discuss publishing the City's crime logs. This item discusses the City's current crime logs, introduces other cities' logs, and reviews the benefits, pitfalls, and things to consider if making the City's crime logs publicly available. It is recommended that the City Council direct Staff on how to proceed with publishing the City's crime logs. Should crime logs be published, it is recommended that the City Council provide direction on what to distribute, how often to distribute it, and how to distribute it.

BACKGROUND

The Los Angeles County Sheriffs Department is the law enforcement agency that services the City of Bradbury. Approximately each Monday, the Sheriffs Department provides a Calls for Service log from the prior week. The log outlines general information on a call, such as the date, time, deputy dispatched time and arrival time. It also details the type of call, address, a narrative that the dispatcher details to the responding deputy, and the deputy's resolution of the call. A resolution could be that the deputy could not locate the issue, was able to chat with the caller, victim, and/or suspect, that a crime report was taken, etc.

FOR CITY COUNCIL AGENDA _____

AGENDA ITEM # 5

City Staff receives these call logs on a weekly basis and analyses them for any significant trends that might need to be addressed. For example, if Staff sees that there have been repeated calls and responses to a property for loud music at night, Staff might be able to send a warning letter to the property for their habitual issues. Additionally, if Staff notices that a burglary recently occurred at a property, Staff can further inquire about the incident and coordinate with detectives and residents to try and bring resolution to the situation. .

Currently, these Sheriffs Department crime logs are not made publicly available.

ANALYSIS

The Cities of Duarte and Monrovia do make their crime logs available to the public. For example, the City of Duarte blasts a synopsis of their crime reports to the public via Nixel and posts them on their City website (Attachment #1). In talking with Duarte Staff, they publish Part 1 crimes that include aggravated assault (which includes certain situations of domestic violence), robbery, burglary, larceny, motor vehicle theft and arson. The City of Monrovia, additionally, publishes their crime reports (Attachment #2) but removes any sex crimes, crimes against minors, and domestic violence. Similar to Duarte, Monrovia posts their logs on their City website and hyperlinks to them from their weekly City update blasts.

Making these logs publicly available ensures that City Hall is being transparent in letting neighbors know of the activity occurring throughout the City. An argument for such transparency is that it ensures that residents in the community know when and where crime is occurring. Such knowledge might keep a resident better informed of any trends occurring in the community and could lead to better preparedness if residents knew there happen to be a burglaries or robberies in City. On the other side of the argument, Bradbury is a much smaller community than Duarte and Monrovia. Making such activity public is not quite as anonymous as it is with the two larger neighboring Cities. For example, a crime log referencing Bradbury Hills Lane, Oak Shade Road, Starlight Drive, etc. might make a resident easily identifiable since there are so few houses on these streets. Additionally, there's a body of research and literature that suggests that

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

- ***What to distribute?*** Duarte and Monrovia both make Part I crimes publicly available, with some exceptions. These exceptions include excluding sex crimes, crimes against children, and domestic violence.
- ***How often to distribute crime logs?*** Both Duarte and Monrovia do website postings and blasts to their community on a weekly basis.

- ***How to distribute crime logs?*** Distribution could be done by posting on the City website or in individual blasts through the City's Connect-CTY program. They could also be included in the City's electronic newsletter. The City does not have social media platforms like Duarte/Monrovia but this could be started if desired.

RECOMMENDATION

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

ATTACHMENT #1

Receive alerts from your local agencies

...or text your ZIP CODE to 888777 for mobile alerts

Full Notification



City of Duarte

Thursday March 31st, 2022 :: 05:30 p.m. PDT

Advisory

Crime Blotter for the Week of March 20 - March 26, 2022

The following is a synopsis of crimes reported for the week of March 20, 2022 - March 26, 2022.

March 20, 2022

▪ Grand Theft Auto:

[1600 Block of Glenford Avenue](#). On 03/19/22 at 11:00 pm suspect(s) unknown stole the victims parked vehicle, a grey 2022 Honda Civic containing her purse and keys to vehicle. Vehicle recovered on Evergreen street after a family member observed the vehicle fleeing the area with male white adult driver. Possible video surveillance, however resident uncooperative in providing.

March 21, 2022

▪ Burglary (Commercial):

1050 Huntington Drive (Target). On 03/20/22 at 8:53 pm suspect unknown wearing a white surgical mask, grey hoodie, grey shirt, black jeans, and black shoes was seen on surveillance video hiding inside a restroom prior to close of business. After the business was closed on 03/21/22 at 1:30 am, the suspect selected a bicycle and a container of "Van Der Hagen" shave cream and exited out the rear fire door setting of the alarm. Loss was approximately \$200. Video Surveillance available.

▪ Grand Theft:

[3300 Block of Fish Canyon Road](#). Between 03/20/22 6:30 pm and 03/21/22 at 7:00 am suspect(s) unknown stole the tailgate to the victims parked vehicle a white 2014 Toyota Tacoma. Loss was approximately \$2,000. No surveillance video available.

March 22, 2022

▪ No significant activity.

March 23, 2022

▪ No significant activity.

March 24, 2022

▪ Attempt Burglary (Residential):

1100 Block of Maynard Drive. On 03/24/22 at 7:00 pm the victim was home when a male Hispanic adult wearing a red shirt, red baseball cap and light-colored pants rang the bell to his "Ring" doorbell. The victim answered the "Ring" doorbell and the Suspect asked for "Chris". The victim advised the suspect that no one by that name lived at the address, at

TEXT-A-TIP - Text **TIP DUARTE** followed by your message, to **888777**

[Submit an anonymous web tip](#)



More Messages

[See more messages from Duarte, California »](#)

Navigate & Discover

Enter a town, zip code or address

which point, the suspect attempted to access the door by inputting a combination into the keypad. The suspect was unsuccessful in entering the location, however he lingered at the door for approximately 15 minutes before leaving in a white 4 door sedan.

March 25, 2022

- **No significant activity.**

March 26, 2022

- **Robbery:**

2300 Block of Maynard Drive. On 03/26/22 at 4:17 pm the victim stated he was approached by a newer white, possible Toyota Sienna with 4 occupants asking him for directions to the freeway. The driver described as a male adult 40-50 with blue/green eyes asked the victim to get closer because he could not hear. As the victim got closer the rear passenger, a female adult 50-60 opened the door and grabbed the hand of the victim to thank him. The rear passenger pulled the victim into her as if to give him a hug at which point the victim felt a sharp object pressed against his body that he believed to be a knife. The female suspect removed the victims wedding ring and necklace and shut the door to the vehicle as the vehicle sped off eastbound on Maynard Drive and out of view. Loss was approximately \$5,000. Possible video surveillance available.

CRIME PREVENTION TIPS

Vehicle Security:

- An unlocked car is an open invitation to a car thief.
- Lock up when you leave your car, and take the keys with you.
- Lock the trunk or tailgate.
- Close all windows — professional thieves have tools that unlock cars through the smallest openings.
- When you park the car, remove cellular phones and other valuable possessions. Do not leave anything lying on the seat.
- Lock all valuables in your trunk or take them with you.
- Lock your car even if you are making a quick stop at the gas station, convenience store, or mini-mall.

Address/Location

City of Duarte
1600 Huntington Dr
Duarte, CA 91030

Contact

Emergency: 9-1-1
Non-emergencies: 626-357-7931

ATTACHMENT #2



MONROVIA POLICE DEPARTMENT

NEIGHBORHOOD WATCH REPORT



Highlighted Activity for March 31 – April 6, 2022

During the last seven-day period, the Police Department handled 391 service events, resulting in 82 investigations. To see a complete listing of crimes reported, go to <http://www.crimemapping.com/map/ca/monrovia> for crime mapping. For Police Department news and information, visit our website and follow us on Twitter, Facebook, Instagram or Nextdoor.

Municipal Code Violation

March 31 at 10:57 a.m., a caller at a park in the 300 block of S. Myrtle reported an adult male was yelling profanities at her and followed her to her vehicle. She was scared and drove directly to the police station. An officer investigated the incident and submitted a criminal complaint to the City Attorney's Office.

Commercial Burglary

March 31 at 6:15 p.m., an officer went to a business in the 600 block of W. Huntington regarding the theft of a sensor. The investigation revealed that the suspect walked into the business and cut the wire to the sensor that removes security tags from items. Once the suspect removed the sensor, he walked out of the business. A week prior, a different sensor was stolen from one of the registers by a different suspect. This investigation is continuing.

Vehicle Tampering

March 31 at 7:56 p.m., an officer responded to the 1000 block of Royal Oaks regarding a vehicle burglary. An investigation revealed that the suspect(s) had gained entry into the vehicle and damaged the steering column. Multiple wires were exposed, but no items are believed to have been stolen. This investigation is continuing.

Injury Traffic Collision

March 31 at 11:06 p.m., officers responded to the intersection of Duarte and Enterprise Way regarding an injury traffic collision. One of the vehicles was traveling eastbound on Duarte, when she made an unsafe turning movement, causing her to collide into the rear of a semi-truck. The front portion of her vehicle went underneath the semi-truck. As a result of the impact the driver sustained lacerations to her head. She was treated by paramedics and transported to a local hospital.

Injury Traffic Collision

March 31 at 11:58 p.m., officers responded to the intersection of California and Evergreen regarding an injury traffic collision between a vehicle and a motorcyclist. The motorcyclist

was ejected and complained of pain to his chest and knee. Paramedics arrived and transported him to a local hospital.

Vandalism

April 1 at 8:38 a.m., officers responded to the intersection of Shamrock and Colorado regarding a stop sign that had been vandalized with graffiti. Upon arrival, an officer saw the stop sign had been spray-painted. This investigation is continuing.

Grand Theft / Warrant – Suspect Arrested

April 1 at 1:10 p.m., officers responded to a grand theft that had just occurred at a business in the 500 block of W. Huntington. Officers arrived and detained a female suspect. Further investigation revealed she had a felony warrant for assault against a peace officer out of Illinois, with full extradition. The suspect was arrested and taken into custody.

Shoplifting

April 1 at 3:54 p.m., officers responded to a shoplifting that had just occurred at a business in the 1600 block of S. Mountain. Officers were unable to locate the suspect, who fled on foot prior to their arrival. This investigation is continuing.

Battery – Suspect Arrested

April 1 at 7:47 p.m., an officer patrolling the 300 block of S. Myrtle saw a large group of juveniles in the park. Within the group there were three juveniles fighting. Officers detained several juvenile and arrested one of the juveniles for battery. The other juvenile involved in the flight fled the scene. The detained juvenile was issued a citation. This investigation is continuing.

Drinking in Public – Suspect Arrested

April 1 at 9:19 p.m., while investigating a separate call for service in the 100 block of W. Foothill, officers noticed a juvenile subject drinking an alcoholic beverage in public. The subject was arrested and released with a citation.

Driving Under the Influence – Suspect Arrested

April 2 at 2:48 p.m., an officer near the intersection of Ivy and Lime observed a vehicle swerving in the roadway. A traffic stop was conducted. Officers contacted the driver and during their investigation, determined the driver was under the influence of alcohol. The driver was arrested and transported to the Monrovia Police Department Jail for a sobering period.

Grand Theft Auto

April 2 at 12:08 p.m., officers responded to a residence in the 400 block of E. Foothill regarding a vehicle stolen from the location. The vehicle was entered into the stolen vehicle system. This investigation is continuing.

Theft

April 2 at 12:52 p.m., two separate elderly victims reported having their wallets stolen while shopping at a business in the 600 block of W. Huntington. Both victims said they

were carrying their purse over their shoulder, and didn't noticed their wallet had been stolen until they went to check-out their groceries. This investigation is continuing.

Grand Theft – Suspect Arrested

April 2 at 7:18 p.m., a caller in the 1200 block of S. Myrtle advised he could hear a sawing sound coming from a parking lot in the area. Officers arrived and located a subject in a vehicle with a catalytic converter in the floorboard and cutting tools in the rear portion of the vehicle. During the investigation, officers noticed a parked van nearby that was missing the catalytic converter. The subject was arrested and taken into custody.

Warrants – Suspect Arrested

April 3 at 12:03 a.m., an officer observed a vehicle commit a traffic violation near the intersection of Magnolia and Evergreen. A traffic stop was conducted and further investigation revealed the driver had several outstanding warrants for his arrest. He was arrested per the authority of the warrants and transported to the Monrovia Police Department jail for booking.

Medical Assist

April 3 at 5:12 a.m., officers responded to an abandoned business in the 100 block of W. Pomona regarding a female transient who had just delivered a baby inside the location. Officers arrived and confirmed the female subject, who was homeless was staying inside the business, delivered a baby girl. Paramedics arrived and transported the mother and child to a local hospital for further treatment.

Vehicle Burglary

April 3 at 9:02 a.m., a resident in the 400 block of W. Olive called to report that his vehicle was broken into sometime during the night. The owner's wallet was taken and his credit card was also used at a nearby restaurant. This investigation is continuing.

Vandalism

April 3 at 8:55 p.m., officers were dispatched to a residence in the 1200 block of Sherman regarding someone breaking a window. Upon arrival officers checked the property, but the suspect was no longer there. There was damage to the front door window, the north living room window and the suspect also keyed the caller's vehicle while it was parked in the driveway. This investigation is continuing.

Warrant – Suspect Arrested

April 4 at 1:19 a.m., a male subject was contacted in a park in the 1600 block of S. Primrose for being there after hours. Further investigation revealed that the subject had a no bail warrant for a parole violation. The subject was arrested per the authority of the warrant and transported to the Monrovia Police Department jail for booking.

Grand Theft

April 4 at 8:15 a.m., a victim in the 1100 block of S. Primrose called to report the catalytic converter on her vehicle had been taken sometime during the evening and early morning hours. This investigation is continuing.

Grand Theft Auto

April 4 at 9:56 a.m., a caller in the 1000 block of Royal Oaks said sometime over the weekend, his Honda Civic was stolen from the location. It was parked in an open parking area. The vehicle was entered into the stolen vehicle system. This investigation is continuing.

Non-Injury Traffic Collision

April 4 at 12:19 p.m., a driver in the intersection of Huntington and Mountain called to request an officer come by to help with the exchange of information due to a traffic accident. One of the vehicles rear ended the other vehicle. An investigation revealed that one of the driver's was unlicensed. The driver at fault was issued a citation for being unlicensed and for traveling at an unsafe speed.

Fraud

April 4 at 1:03 p.m., a victim from the 100 block of Sutter Creek reported a fraud. The victim owns apartments in a neighboring city. His business bank account was found to have numerous fraudulent charges totaling approximately \$300,000. This investigation is continuing.

Vehicle Burglary

April 4 at 3:47 p.m., a caller stated she parked her vehicle at a parking lot in the 700 block of W. Huntington. She went into the store and when she came out saw that the vehicle's window was smashed. It is unknown exactly what was taken. This investigation is continuing.

Death Report

April 4 at 5:13 p.m., paramedics responded to a residence in the 300 block of the S. Primrose for a medical assist. The subject was pronounced deceased, and officers responded to conduct a death investigation report. The investigation revealed that the elderly female at the location had passed away from what appeared to be natural causes. The coroner was advised and they authorized the release to the mortuary.

Warrant – Suspect Arrested

April 5 at 6:21 a.m., officers went to a park in the 300 block of S. Myrtle to serve multiple warrants on a known male subject who was camping out for an extended period of time. He was arrested per the authority of the warrants and taken into custody.

Fraud

April 5 at 1:41 p.m., a caller in the 400 block of W. Palm reported that their father had been scammed into purchasing approximately \$10,000 in store gift cards and giving the card numbers to a subject over the phone. The store's security had flagged the suspicious activity and canceled the cards preemptively.

Vehicle Theft

April 5 at 2:12 p.m., a caller stated he arrived at a residence in the 300 block of Norumbega to do landscaping. He had equipment in his truck and while he was away

from the truck someone stole multiple landscaping tools. Surveillance footage was retrieved. This investigation is continuing.

Domestic Violence – Suspect Wanted

April 5 at 8:36 p.m., a female victim reported that she had been battered by her husband in the 200 block of Montana. The suspect fled in a vehicle before officers arrived. Officers check several possible addresses for the suspect, but they were unable to locate him. An emergency protective order was entered into the system. This investigation is continuing.

Mental Evaluation

April 6 at 8:43 a.m., a female caller in the 900 block of W. Foothill reported that she was experiencing a panic attack. Officers arrived and after speaking to the female, she told the officers she was thinking about harming herself. The female was taken to a local mental hospital for treatment.

Theft

April 6 at 3:20 p.m., an employee from a business in the 1600 block of S. Mountain called to report that a subject had just stolen several items from the location and was last seen walking away from the location. Officers arrived and checked the area, but were unable to locate the suspect. This investigation is continuing.

Drug Activity

April 6 at 3:59 p.m., officers responded to the 1800 block of S. Peck to the location on a report of a possible transient setting up some type of encampment. Officers arrived and made contact with the subject. A consent search revealed he had illegal drugs in his possession. He was issued a citation for the violation and the drugs were seized. He took his belongings and moved on.

Violation of Court Order

April 6 at 4:02 p.m., a resident in the 400 block of W. Palm called to say there was a female at the location who was not supposed to be there. There was an expired restraining order on record. She no longer lives at the location and had been told to not return. The resident at the location desired prosecution. She was arrested and taken into custody.

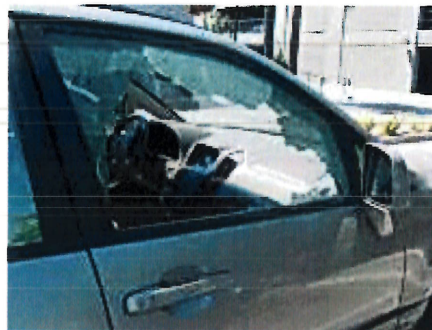
Driving Under the Influence / Injury Traffic Collision

April 6 at 5:39 p.m., a caller stated a vehicle in the area of California and Colorado was swerving on the roadway. The vehicle then struck a parked vehicle. Officers arrived and could see visible injuries on the driver. Paramedics were requested. While waiting for them to arrive, the officer spoke to the driver and he admitted he had been drinking alcohol that day. Due to the injuries, the driver was transported to the hospital.

Tip of the Week

Vehicle Burglary Prevention

Thieves look for easy and inviting targets when it comes to selecting a vehicle to burglarize or steal from. It is up to you to make every effort to prevent your car from being targeted. Here are some basic tips that will make your vehicle a little less inviting to a thief:



- LOCK your car!
- DO NOT leave valuables in plain view.
- Leave all items of value at home, if possible.
- Always park in well-lighted areas.
- Install motion lights in your driveway.
- Install and use a vehicle alarm.
- Look around when you park. Notice anyone or anything suspicious? Write down license plates and descriptions. Alert on-site security or staff and CALL the police.

Many auto burglaries or thefts from cars occur right in a residential driveway and too often it is because the vehicle was never locked. Suspects will often target cars that are left unlocked, walking up and down a street trying car doors all the way. Take the time to secure your vehicle.

Other thieves target victims by watching what is placed inside a trunk or hatch. If you plan on stopping by the gym, park, or elsewhere after work, take the time before you leave to place your belongings safely in the trunk. Don't wait until you park to then transfer your laptop, purse, bag, or briefcase to the trunk. Thieves may be watching and targeting your car.

Follow the Monrovia Police Department on our social media!

Facebook: Monrovia Police Department

Instagram: @monroviapolicedepartment

Twitter: @MonroviaPolice



Monrovia's Safe Schools Anti-Violence Reward – \$100 CASH

SAFE

schools

\$100

anti-violence

REWARD



Call 911 to report any threat of violence against our schools,
whether on social media, online post, or anywhere.
After an investigation, if an arrest is made you will receive a
\$100 cash reward for helping our community stay safe.

FOR MORE INFORMATION CONTACT THE COMMUNITY ACTIVIST POLICING BUREAU AT 626-256-8020 or 626-256-8036

Monrovia's Stop Graffiti Bounty \$100 CASH!!!

One of the ways the City of Monrovia is combatting graffiti is through the Stop Graffiti Bounty. If someone reports an incident of graffiti in Monrovia that leads to the arrest of the suspect, the caller will receive \$100. Call the police if you see criminal activity, help keep Monrovia looking great!!!



Contact Phone Numbers

For Emergencies Dial from your house or cellphone 911
Police Department Business Line(626) 256-8000
Community Policing Officer.....(626) 256-8036
Watch Commander(626) 256-8030
Graffiti Removal Service..... (855) 557-1007
Shopping Cart Removal Service(800) 252-4613
The Pasadena Humane Society & SPCA provides animal control services for the City of Monrovia.
For EMERGENCY animal control issues call:
Monrovia Police Department.....(626) 256-8000
For Non-Emergency animal control issues call:
Pasadena Humane Society & SPCA dispatch (626) 792-7151, Ext. 108
For Dog License, Spay & Neuter Services call:
Pasadena Humane Society & SPCA.....(626) 792-7151
Los Angeles Regional Crime Stoppers..... (800) 222-TIPS (8477)



ATTACHMENT #3



Offense Definitions

The Uniform Crime Reporting (UCR) Program divides offenses into two groups, Part I and Part II crimes. Each month, participating law enforcement agencies submit information on the number of Part I offenses that become known to them; those offenses cleared by arrest or exceptional means; and the age, sex, and race of persons arrested for each of the offenses. Contributors provide only arrest data for Part II offenses.

The UCR Program collects data about **Part I** offenses in order to measure the level and scope of crime occurring throughout the nation. The program's founders chose these offenses because they are serious crimes, they occur with regularity in all areas of the country, and they are likely to be reported to police. The **Part I** offenses are:

Criminal homicide—a.) Murder and nonnegligent manslaughter: the willful (nonnegligent) killing of one human being by another. Deaths caused by negligence, attempts to kill, assaults to kill, suicides, and accidental deaths are excluded. The program classifies justifiable homicides separately and limits the definition to: (1) the killing of a felon by a law enforcement officer in the line of duty; or (2) the killing of a felon, during the commission of a felony, by a private citizen. b.) Manslaughter by negligence: the killing of another person through gross negligence. Deaths of persons due to their own negligence, accidental deaths not resulting from gross negligence, and traffic fatalities are not included in the category Manslaughter by Negligence.

Forcible rape—The carnal knowledge of a female forcibly and against her will. Rapes by force and attempts or assaults to rape, regardless of the age of the victim, are included. Statutory offenses (no force used—victim under age of consent) are excluded.

Robbery—The taking or attempting to take anything of value from the care, custody, or control of a person or persons by force or threat of force or violence and/or by putting the victim in fear.

Aggravated assault—An unlawful attack by one person upon another for the purpose of inflicting severe or aggravated bodily injury. This type of assault usually is

accompanied by the use of a weapon or by means likely to produce death or great bodily harm. Simple assaults are excluded.

Burglary (breaking or entering)—The unlawful entry of a structure to commit a felony or a theft. Attempted forcible entry is included.

Larceny-theft (except motor vehicle theft)—The unlawful taking, carrying, leading, or riding away of property from the possession or constructive possession of another. Examples are thefts of bicycles, motor vehicle parts and accessories, shoplifting, pocket-picking, or the stealing of any property or article that is not taken by force and violence or by fraud. Attempted larcenies are included. Embezzlement, confidence games, forgery, check fraud, etc., are excluded.

Motor vehicle theft—The theft or attempted theft of a motor vehicle. A motor vehicle is self-propelled and runs on land surface and not on rails. Motorboats, construction equipment, airplanes, and farming equipment are specifically excluded from this category.

Arson—Any willful or malicious burning or attempt to burn, with or without intent to defraud, a dwelling house, public building, motor vehicle or aircraft, personal property of another, etc.

The **Part II** offenses, for which only arrest data are collected, are:

Other assaults (simple)—Assaults and attempted assaults where no weapon was used or no serious or aggravated injury resulted to the victim. Stalking, intimidation, coercion, and hazing are included.

Forgery and counterfeiting—The altering, copying, or imitating of something, without authority or right, with the intent to deceive or defraud by passing the copy or thing altered or imitated as that which is original or genuine; or the selling, buying, or possession of an altered, copied, or imitated thing with the intent to deceive or defraud. Attempts are included.

Fraud—The intentional perversion of the truth for the purpose of inducing another person or other entity in reliance upon it to part with something of value or to surrender a legal right. Fraudulent conversion and obtaining of money or property by false

pretenses. Confidence games and bad checks, except forgeries and counterfeiting, are included.

Embezzlement—The unlawful misappropriation or misapplication by an offender to his/her own use or purpose of money, property, or some other thing of value entrusted to his/her care, custody, or control.

Stolen property: buying, receiving, possessing—Buying, receiving, possessing, selling, concealing, or transporting any property with the knowledge that it has been unlawfully taken, as by burglary, embezzlement, fraud, larceny, robbery, etc. Attempts are included.

Vandalism—To willfully or maliciously destroy, injure, disfigure, or deface any public or private property, real or personal, without the consent of the owner or person having custody or control by cutting, tearing, breaking, marking, painting, drawing, covering with filth, or any other such means as may be specified by local law. Attempts are included.

Weapons: carrying, possessing, etc.—The violation of laws or ordinances prohibiting the manufacture, sale, purchase, transportation, possession, concealment, or use of firearms, cutting instruments, explosives, incendiary devices, or other deadly weapons. Attempts are included.

Prostitution and commercialized vice—The unlawful promotion of or participation in sexual activities for profit, including attempts. To solicit customers or transport persons for prostitution purposes; to own, manage, or operate a dwelling or other establishment for the purpose of providing a place where prostitution is performed; or to otherwise assist or promote prostitution.

Sex offenses (except forcible rape, prostitution, and commercialized vice)—Offenses against chastity, common decency, morals, and the like. Incest, indecent exposure, and statutory rape are included. Attempts are included.

Drug abuse violations—The violation of laws prohibiting the production, distribution, and/or use of certain controlled substances. The unlawful cultivation, manufacture, distribution, sale, purchase, use, possession, transportation, or importation of any controlled drug or narcotic substance. Arrests for violations of state and local laws,

specifically those relating to the unlawful possession, sale, use, growing, manufacturing, and making of narcotic drugs. The following drug categories are specified: opium or cocaine and their derivatives (morphine, heroin, codeine); marijuana; synthetic narcotics—manufactured narcotics that can cause true addiction (demerol, methadone); and dangerous nonnarcotic drugs (barbiturates, benzedrine).

Gambling—To unlawfully bet or wager money or something else of value; assist, promote, or operate a game of chance for money or some other stake; possess or transmit wagering information; manufacture, sell, purchase, possess, or transport gambling equipment, devices, or goods; or tamper with the outcome of a sporting event or contest to gain a gambling advantage.

Offenses against the family and children—Unlawful nonviolent acts by a family member (or legal guardian) that threaten the physical, mental, or economic well-being or morals of another family member and that are not classifiable as other offenses, such as Assault or Sex Offenses. Attempts are included.

Driving under the influence—Driving or operating a motor vehicle or common carrier while mentally or physically impaired as the result of consuming an alcoholic beverage or using a drug or narcotic.

Liquor laws—The violation of state or local laws or ordinances prohibiting the manufacture, sale, purchase, transportation, possession, or use of alcoholic beverages, not including driving under the influence and drunkenness. Federal violations are excluded.

Drunkenness—To drink alcoholic beverages to the extent that one's mental faculties and physical coordination are substantially impaired. Driving under the influence is excluded.

Disorderly conduct—Any behavior that tends to disturb the public peace or decorum, scandalize the community, or shock the public sense of morality.

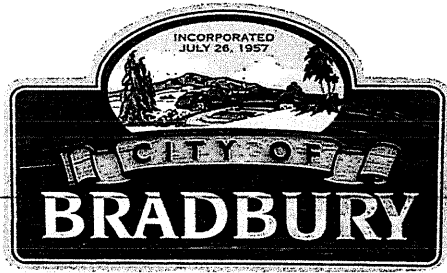
Vagrancy—The violation of a court order, regulation, ordinance, or law requiring the withdrawal of persons from the streets or other specified areas; prohibiting persons from remaining in an area or place in an idle or aimless manner; or prohibiting persons from going from place to place without visible means of support.

All other offenses—All violations of state or local laws not specifically identified as Part I or Part II offenses, except traffic violations.

Suspicion—Arrested for no specific offense and released without formal charges being placed.

Curfew and loitering laws (persons under age 18)—Violations by juveniles of local curfew or loitering ordinances.

Runaways (persons under age 18)—Limited to juveniles taken into protective custody under the provisions of local statutes.



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: Kevin Kearney, City Manager

DATE: April 19, 2022

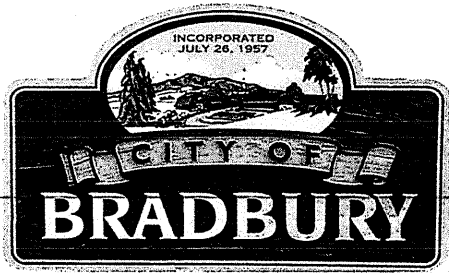
SUBJECT: **DISCUSSION ON RESUMING CITY EVENTS**

SUMMARY

During the January, 2022 meeting, Staff discussed with the City Council on resuming City events, such as Bradbury Night Out. The decision in January was to return in a few months as the COVID restrictions at the time made it difficult to determine the future of such events.

It has been 3 months since the initial discussion in January, so Staff is returning with the item for additional discussion. Future COVID restrictions have proven to be unpredictable, but the current restrictions are more relaxed than those back in January.

This item prompts a discussion on City events, such as Bradbury Night Out, but also should include the postponed Volunteer Appreciation event. It is recommended that the City Council direct Staff on how to proceed with scheduling future City events.



Elizabeth Bruny, Mayor (District 5)
Bruce Lathrop, Mayor Pro Tem (District 4)
Richard Barakat, Council Member (District 3)
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City of Bradbury Agenda Memo

TO: Honorable Mayor and Members of the City Council

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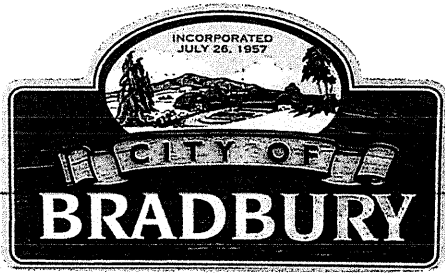
DATE: April 19, 2022

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

SUMMARY

At the request of Councilmember Barakat, this item prompts a discussion with the City Council on honoring City volunteers during certain milestones of service, e.g. 5, 10, 20, 25, etc. years of service. Gestures of gratitude could range from providing volunteers with a City plaque, purchasing a gift card from a local restaurant, etc. Utilizing public funds to purchase volunteer gifts are acceptable providing they are under \$500.

It is recommended that the City Council direct Staff on how to proceed with honoring City volunteers.



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: April 19, 2022

SUBJECT: **DISCUSSION ON COMMUNITY SUPPORT FUNDS**

SUMMARY

As a result of the Los Angeles Civil Grand Jury findings for the City of Bradbury, the City donated \$3,000 in Fiscal Year 16/17 to support organizations that provide housing and shelter to those in need. Although this was a mandatory one-time donation, the City Council decided to budget and allocate \$3,000 to similarly donate to Union Station Homeless Services, Foothill Unity Center, and Friends in Deed (Formally Ecumenical Council of Pasadena Area Churches).

The City Council budgeted \$4,000 this fiscal year to donate to support community homelessness. It is recommended that the City Council direct staff on how to expend the budgeted \$4,000, which has been set aside for a charitable donation.

DISCUSSION

Approximately four years ago, the Los Angeles Civil Grand Jury investigated cities on their response to homelessness issues during the 2016 El Nino time period. As a result of their findings, the City indicated that it would support organizations that assisted with providing housing and shelter to those in need. This resulted in the City committing to donate \$3,000 during the 2016-2017 fiscal cycle. The City ultimately donated \$1,500 to Foothill Unity Center and \$1,500 to Union Station Homeless Services to fulfil the City's obligations to the LA Civil Grand Jury.

During the Fiscal Years of 17/18 through 19/20 budgeting cycles, the City Council decided to still allocate \$3,000 for future donations, even though the Civil Grand Jury's requirements had been fulfilled. Ultimately, the City Council decided to split the donations

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~~equally three ways to Union Station Homeless Services, Foothill Unity Center, and Friends in Deed. All three nonprofit organizations provide homeless services as part of their program of services. For the Fiscal Years 19/20 and 20/21 budgeting cycles, the City Council increased community support funds from \$3,000 to \$4,000.~~

Standards for Donations

The Institute for Local Government provides local governments with advice when public institutions are considering donating public funds to charitable organizations. They recommend following their best practice circumstances which may determine appropriateness for a contribution:

1. A charity provides a service that complements or enhances a service that the public agency also provides;
2. When there is an identifiable secondary benefit to the public agency; or
3. When the charity provides a service the public agency could provide but chooses not to.

Additionally, it is recommended that these finds are included in the minutes about the benefits to the agency associated with providing resources to a charity.

Making donations to charitable causes that are far away from the City (for example, to help the victims of a hurricane in a distant state) also present special challenges. Because of the distance, it can be more difficult to justify the contribution as creating benefits to the jurisdiction's residents.

FINANCIAL ANALYSIS

Funds in the amount of \$4,000 have been budgeted this fiscal year but have not yet been spent. Expending the full budgeted amount will not have a significant fiscal impact.

STAFF RECOMMENDATION

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