

# **AGENDA**

**Regular Meeting of the Bradbury City Council  
To be held on Tuesday, July 17, 2018  
at the Bradbury Civic Center  
600 Winston Avenue, Bradbury, CA 91008**

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

**APPROVAL OF THE AGENDA**

Majority vote of the 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.*

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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.

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**ACTION ITEMS\***

**1. CONSENT CALENDAR**

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

- A. Minutes - Regular City Council Meeting of June 19, 2018
- B. Resolution No. 18-19: Demands and Warrants for July 2018
- C. Resolution No. 18-20: Authorizing Signatures for Accounts in the Name of "City of Bradbury"
- D. Monthly Investment Report for the month of June 2018
- E. Professional Services Agreement Between the City of Bradbury and Michael Baker International for Initial Consultation Services
- F. Agreement Between the City of Bradbury and Nevis Capital, LLC for the Payment of Fees and Costs Related to Contract Environmental, Planning, Engineering and Legal Services for Initial Consultation on Development of Chadwick Ranch Estates

**2. Discussion of a Policy Regulating Short-Term Rentals**

Short-term rentals are a growing industry with advantages and disadvantages for communities and neighborhoods. As such, Staff has discovered a couple listings of accommodations in Bradbury, and this raises a number of questions about the City's position regarding the practice. Through this discussion, the City should decide whether short-term rentals should be left alone, regulated, or restricted.

**3. Grant Opportunity for a Bradbury Community Wildfire Protection Plan**

Staff recently received confirmation that the City's proposed Community Wildfire Protection Plan was determined to be an eligible Hazard Mitigation Grant Program (HMGP) activity and invited the City to develop a full sub-application for consideration of HMGP funding.

**4. Discussion on Property Maintenance Standards for Construction Projects**

Pursuant to a recent Councilmember request, this report discusses the City's current property maintenance standards in relation to construction sites and reviews how the Cities of San Marino and Beverly Hills address construction site standards.

**5. Discussion on Implementation of Property Maintenance Standards**

Pursuant to a Councilmember request, this item initiates a discussion with the Council on their comfortability with enforcing certain property maintenance standards and arranging for water and landscape services for unoccupied residential properties.

**6. Consideration of an Ordinance Amending Chapter 3 of Title II of the Bradbury Municipal Code Altering the Sections of Members and Organization**

Pursuant to a recent Councilmember request, this item discusses the proposed Ordinance No. 357, which alters the City's Municipal Code relating to the Planning Commission. The ordinance adds a nepotism regulation and creates a rotation schedule for the Commission.

**7. Discussion on the Joint Council & Planning Commission Retreat**

This item provides the Council with the opportunity to discuss rescheduling the joint Council and Planning Commission retreat.

**8. Matters from the City Manager**

**9. Matters from the City Attorney**

## 10. **Matters from the City Council**

Brief reports of individual Councilmembers activities relating to City business occurring since the last meeting.

### **Mayor Barakat**

*LA County Sanitation Districts  
LA County City Selection Committee  
San Gabriel Valley Council of Governments (SGVCOG)  
San Gabriel Valley Mosquito & Vector Control District  
Foothill Transit*

### **Mayor Pro-Tem Hale**

### **Councilmember Lewis**

*California JPIA  
Director of Bradbury Disaster Committee  
Area "D" Office of Disaster Management*

### **Councilmember Bruny**

*Duarte Community Education Council (CEC)*

### **Councilmember Lathrop**

*League of California Cities  
Duarte Education Foundation*

## 11. **Items for Future Agendas**

### **ADJOURNMENT**

The City Council will adjourn to a Regular Meeting at the Bradbury Civic Center, 600 Winston Ave., Bradbury, CA 91008 on Tuesday, August 21, 2018 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, July 13, 2018, at 5:00 p.m."*



**CITY CLERK - CITY OF BRADBURY**

**MINUTES OF A REGULAR MEETING OF THE  
CITY COUNCIL OF THE CITY OF BRADBURY  
HELD ON TUESDAY, JUNE 19, 2018**

**MEETING CALLED TO ORDER:** The Regular Meeting of the City Council of the City of Bradbury was called to order by Mayor Lathrop at 7:00 p.m. Mayor Lathrop led the Pledge of Allegiance.

**ROLL CALL:** PRESENT: Mayor Lathrop, Councilmembers Barakat, Hale and Lewis  
STAFF: City Manager Kearney, City Attorney Reisman, City Clerk Saldana and Management Analyst Santos Leon

**OATH OF OFFICE:** City Clerk Saldana administered the Oath of Office to newly elected City Councilmember Elizabeth Bruny.

**APPOINTMENT OF MAYOR:** Councilmember Hale nominated Councilmember Barakat for the position of Mayor. Councilmember Lewis seconded the nomination. There were no further nominations. All ayes.

**APPOINTMENT OF MAYOR PRO-TEM:** Mayor Barakat nominated Councilmember Hale for the position of Mayor Pro-Tem. Councilmember Lewis seconded the nomination. There were no further nominations. All ayes.

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

**APPROVAL OF AGENDA:** The Mayor and City Council approved the agenda to proceed with City business.

**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.  
  
Councilmember Lathrop stated that he has to abstain from the Appointment of Representative and Alternate to the San Gabriel Valley COG.

**PUBLIC COMMENT:** None

**PRESENTATION TO CITY CLERK:** Councilmember Barakat presented a plaque to City Clerk Saldana for 30 years of service to the City of Bradbury.

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

- A. Minutes – Regular City Council Meeting of May 15, 2018
- B. Minutes – Special City Council Meeting of May 22, 2018
- C. Resolution No. 18-13: Demands & Warrants for June 2018
- D. Resolution No. 18-14: Demands & Warrants for July 1, 2018
- E. Monthly Investment Report for the month of May 2018
- F. Agreement for Cost Sharing with Gateway Cities Council of Governments for the Installation of Monitoring Equipment and Monitoring pursuant to the Harbor Toxic Pollutants TMDL
- G. Resolution No. 18-15: Approval of Gann Appropriation Limit for FY 2018-19

**MOTION TO APPROVE  
CONSENT CALENDAR:**

Councilmember Lewis made a motion to approve the Consent Calendar as presented. Councilmember Bruny abstained from the approval of the May 15<sup>th</sup> and 22<sup>nd</sup> Minutes. Councilmember Lathrop seconded the motion, which was carried by the following roll call vote:

**APPROVED:**

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

Motion passed 5:0

**DISCUSSION – PLACEMENT OF  
AUTOMATED LICENSE PLATE READER  
ON MOUNT OLIVE DRIVE:**

City Manager Kearney stated that the City of Duarte recently approached Bradbury regarding the possibility of jointly funding either one or two Automated License Plate Readers on Mount Olive Drive.

City Manager Kearney stated that Automated License Plate Readers (ALPRs) are high-speed, computer-controlled camera systems. ALPRs automatically capture license plate numbers that come into view, along with the location, date and time. Information collected can be used by law enforcement to find out where a plate has been in the past, to determine whether a vehicle may be at a scene of a crime, to identify travel patterns, etc. This type of information could be beneficial to law enforcement when crimes occur in the Mount Olive area.

**FINANCIAL IMPACT:**

The purchase and physical maintenance of the ALPRs would be done by the cities of Bradbury and Duarte under the LA County Sheriff's master contract with an LASD vendor. Cost for the purchase of one ALRP would be around \$15,000 per camera. To transfer the data between the camera and LASD's central server would be about \$40 per month for a cellular communication line. These costs do not include installation, which will be dependent on final placement of the camera(s). Installation would entail running power to the camera(s) and potentially building a foundation for the camera(s) to be placed. It is expected that installation costs would amount between \$1,000 and \$5,000.

**RECOMMENDATION:**

It is recommended that the City Council review this report and provide direction on how staff should proceed. Should there be interest in an ALPR, the City Council may decide to approve the expenditure for either one or two of the cameras now, or elect to hold a community meeting to solicit feedback from residents.

**DISCUSSION:**

Margaret Finlay, Duarte City Council Member, and Brian Villalobos, Duarte Public Safety Director, spoke in favor of installing the cameras on Mount Olive Drive.

Councilmember Bruny inquired when the City of Duarte is going to discuss this matter. Brian Villalobos stated that the City of Duarte is already on board.

**PUBLIC COMMENT:**

Mayor Barakat opened up the discussion for public comment.

Douglas Rader, 610 Fairlee Avenue, had major concerns regarding privacy and did not want his comings and goings recorded for the next five years.

Sgt. Gaw with the LA County Sheriff's Department stated that the data received from the camera is not subject to public records request.

Barbara Cheng, Duarte Mesa, was in favor of the cameras.

Gale Banks, 157 Sawpit Road, stated that 30 years ago his friend Mickey Thompson and his wife were killed near Mount Olive Drive and that he in favor of installing ALPRs.

**MORE DISCUSSION:**

Councilmember Lathrop stated that ALPRs are all over the place these days and they benefit law enforcement tremendously. Privacy has "gone out the window" a long time ago.

Councilmember Lathrop inquired if LASD could store the data 2 years instead of 5 years. Sgt. Gaw replied that 5 years is the standard time, so the answer will most likely be no.

**MOTION:**

Councilmember Hale made a motion to approve the placement of two Automated License Plate readers on Mount Olive Drive, subject to the City of Duarte sharing the cost. Councilmember Lathrop seconded the motion, which was carried by the following roll call vote:

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

NOES: None

ABSTAIN: None

**APPROVED:**

Motion passed 5:0

**FISCAL YEAR 2018-2019  
ANNUAL RATE ADJUSTMENT  
FOR SOLID WASTE COLLECTION  
AND RECYCLING:**

City Manager Kearney stated that the City of Bradbury contracts with Burrtec Waste Services for solid waste collection and recycling. Pursuant to Section 10.10. of the Franchise Agreement, "each subsequent July 1 (after July 1, 1999) the rate for each category of service shall be subject to upward or downward adjustment. Customer rates are comprised of the following categories: contractor service cost, disposal cost, recycling processing, green waste processing cost and manure waste processing cost."

It is recommended that the City Council approve the refuse

collection and recycling rates to become effective July 1, 2018.

**POWER POINT PRESENTATION:**

Steven Branch (filling in for Richard Nino) of Burrtec Waste Services walked the Council through a power point presentation regarding the different components:

- Residential Barrel Components
- Refuse Bin Components
- Recycling Bin Components
- Manure Bin Components
- Greenwaste Bin Components
- Roll-Off Rate Components

**DISCUSSION:**

Councilmember Lathrop inquired why barrel containers always go up more than bins. Mr. Branch replied that barrels always fill up and containers don't.

City Manager Kearney stated that Bradbury residents appear to be quite satisfied with Burrtec's services and City Hall has received very few complaints about trash service.

Mayor Barakat stated that \$5 per week to have your garbage picked up seem pretty reasonable.

**TRASH SURVEY:**

Mayor Barakat inquired if staff could conduct a trash survey to compare rates with other cities. City Manager Kearney stated such surveys are expensive and require a lot of staff time because trash rates are very complicated and because it's like comparing apples and oranges.

**MOTION:**

Councilmember Hale made a motion to approve the annual rate adjustment for Solid Waste Collection and Recycling as presented in the charts, effective July 1, 2018. Councilmember Lathrop seconded the motion, which was carried by the following roll call vote:

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

NOES: None

ABSTAIN: None

**APPROVED:**

Motion passed 5:0

**PROPOSED BUDGET FOR  
FISCAL YEAR 2018-2019 AND  
ALLOCATING THE CITY OF BRADBURY'S  
CITIZENS' OPTION FOR PUBLIC SAFETY  
(COPS) FUNDS:**

At the May meeting the City Council reviewed the budget forecast for Fiscal Year 2018-2019 and directed staff to make some changes for the final document.

It is recommended that the City Council adopt Resolution No. 18-16 approving the City of Bradbury's Annual Budget for Fiscal Year 2018-2019 and Resolution No. 18-17 approving the expenditure plan for grant fund pursuant to the Citizens' Option for Public Safety (COPS/Supplemental Law Enforcement Services Fund).

**MOTION:**

Councilmember Lewis made a motion to adopt Resolution No. 18-16 approving the City of Bradbury's Annual Budget for Fiscal Year 2018-2019 and Resolution No. 18-17 approving the expenditure plan for grant fund pursuant to the Citizens' Option for Public Safety (COPS/Supplemental Law Enforcement Services Fund). Mayor Pro-Tem Hale seconded the motion, which was carried by the following roll call vote:

**APPROVED:**

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

NOES: None

ABSTAIN: None

Motion passed 5:0

**COMMUNITY SUPPORT FUNDS:**

City Manager Kearney stated that the Fiscal Year 2017-2018 budget includes \$3,000 in Community Support funds, which serve as a one-time donation to a charity. The funds for this fiscal year have not yet been spent.

It is recommended that the City Council direct staff on how to expend the budgeted \$3,000, which has been set aside for a charitable donation.

**DISCUSSION:**

Councilmember Lathrop suggested to do the same as last year.

City Manager Kearney stated that last fiscal year the funds were earmarked to support "rapid housing."

Mayor Barakat stated that he would like to include the Friends in Deed (EPAC of Pasadena), which is a well known Homeless Shelter in the San Gabriel Valley.

The City Council decided to donate \$1,000 a piece to:

- Friends in Deed
- Foothill Unity Center
- Union Station Homeless Services

**MOTION:**

Councilmember Hale made a motion to spend the Community Support funds for Fiscal Year 2017-2018 as follows: \$1,000 for Friends in Deed, \$1,000 for Foothill Unity Center, and \$1,000 for Union Station Homeless Services. Councilmember Bruny seconded the motion, which was carried by the following roll call vote:

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

NOES: None

ABSTAIN: None

**APPROVED:**

Motion passed 5:0

**REQUEST TO REMOVE CURRENT PLANNING COMMISSIONER OF DISTRICT FIVE:**

City Manager Kearney stated that Councilmember Bruny has submitted a formal request to the City to remove the current Planning Commissioner of District 5 and appoint Christopher Bruny as the new Commissioner for the District.

The current Planning Commissioner for District Five is Karen Dunst and she was appointed in June 2007 by then Councilmember Brian Guthrie. Commissioner Dunst's current term will expire in April 2019.

It is recommended that the City Council direct staff on how to proceed.

**BMC SECTION 2.04.270:**

Pursuant to Bradbury Municipal Code (BMC) Section 2.04.270 "Any member of the Planning Commission 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."

City Manager Kearney stated that once a Planning Commissioner is removed, a new Commissioner can be appointed with at least three affirmative votes.

**DISCUSSION :**

City Attorney Reisman stated that if there is a vacancy on the Planning Commission it has to be advertised and a 20-day notice must be given before a new Planning Commissioner can be appointed by the City Council. City Manager Kearney informed the City Council that Karen Dunst did not resign and therefore no vacancy exists on the Planning Commission at this time.

**MOTION:**

Councilmember Bruny made a motion to remove Karen Dunst, the current Planning Commissioner of District 5, from the Planning Commission. Mayor Pro-Tem Hale seconded the motion for purpose of discussion.

**DISCUSSION:**

Councilmembers Lathrop and Lewis inquired why Councilmember Bruny wishes to remove Karen Dunst from the Planning Commission. Commissioner Dunst has volunteered her time for years, so why not let her finish her term?

Mayor Pro-Tem Hale stated that we (the City) need to move things along and that because of Commissioner Dunst we have lost 2-3 projects.

Commissioner Bruny stated that she is familiar with the failed projects.

Councilmember Lathrop stated that it is not fair to put the entire disfunction of the Planning Commission on one Commissioner.

Mayor Barakat stated that we are trying to reschedule the retreat. Currently there is no clear direction for the Planning Commission.

Mayor Barakat stated that Commissioner Kuba, District Three, is adamantly opposed to removing Karen Dunst from the Planning Commission.

Councilmember Lewis stated that Commissioner Novodor, District Two, is also adamantly opposed.

The City Council was also concerned about appointing a new Commissioner who is related (husband) to the Councilmember, Councilmember Lewis also stated that the longer Planning Commissioners serve the more valuable they are and that he values Commissioner Dunst as an independent thinker.

Mayor Barakat wanted to get this issue resolved and called for a vote to remove Commissioner Dunst.

AYES: Mayor Pro-Tem Hale, Councilmember Bruny

NOES: Mayor Barakat, Councilmembers Lewis and Lathrop

The motion to remove Commissioner Dunst failed by 2:3.

**ACTION TAKEN:**

The City Council suggested that staff set up a meeting with Commissioner Dunst. No further action was taken.

**PLANNING COMMISSION  
REORGANIZATION:**

The Council suggested that staff prepare and Ordinance regulating the Planning Commission reorganization and rotation of Chairperson and Vice-Chairperson.

**CITY COUNCIL LIAISONS FOR  
FISCAL YEAR 2018-2019 AND  
RESOLUTION NO. 18-18 PERTAINING TO  
THE APPOINTMENTS TO THE  
SAN GABRIEL VALLEY COG:**

The City Council discussed the 2018-2019 organization and association assignments. It is recommended that the City Council designate City Councilmembers to organizations and associations and adopt Resolution No. 18-18 pertaining to the San Gabriel Valley Council of Governments.

**ASSOCIATION/ORGANIZATION:**

California Contact Cities Association (CCCA):

Rep: vacant

Alt: vacant

League of California Cities:

Rep: Councilmember Lathrop

Alt: vacant

LA County City Selection Committee:

Rep: Mayor Barakat (must be Mayor)

Alt: vacant

LA County Sanitation Districts:

Rep: Mayor Barakat (must be Mayor)

Alt: vacant

San Gabriel Valley Council of Governments (SGVCOG):

Rep: Mayor Barakat

Alt: vacant

Southern California Association of Governments (SCAG):

Rep: vacant

Alt: vacant

Southern California Joint Powers Insurance Authority (JPIA):

Rep: Councilmember Lewis

Alt: Mayor Barakat

Foothill Transit:

Rep: Mayor Barakat  
Alt: Councilmember Lewis

San Gabriel Valley Mosquito & Vector Control District:  
Rep: Mayor Barakat (term expires December 2019)

Duarte Community Education Council (CEC):  
Rep: Councilmember Bruny  
Alt: Councilmember Lathrop

Duarte Education Foundation:  
Rep: Councilmember Lathrop  
Alt: Councilmember Bruny

Area D Emergency Services and  
Director of the Bradbury Disaster Committee:  
Rep: Councilmember Lewis  
Alt: Councilmember Lathrop

Temple Station Booster Club:  
Rep: vacant

**RESOLUTION NO. 18-18  
ADOPTED:**

The City Council adopted Resolution No. 18-18 by a 4:0 vote (with Councilmember Lathrop abstaining) appointing Mayor Barakat as the Governing Board Member. The position of Alternate Governing Board Member to the San Gabriel Valley Council of Governments remains vacant.

**MATTERS FROM THE CITY MANAGER:**

City Manager Kearney stated that the entire City Councilmembers (with the exception of Councilmember Lathrop) and the Planning Commission need to take the AB1234 Ethics Training to renew their Certificates, which are good for two years. A link for the online training will be provided in the Weekly Memo and a copy of the Certificate should be given to the City Clerk for filing.

The City is going to hold a Community Meeting on Thursday, June 21, at 7 pm at City Hall to discuss the recent burglaries on Gardi Street. Only two City Councilmembers may be present at the meeting, or the meeting needs to be noticed as a Special meeting.

City Manager Kearney reminded the Council of the upcoming Bradbury Night Out event to be held on Thursday, July 26, at the Civic Center from 6-8 pm.

**MATTERS FROM THE CITY ATTORNEY:**

Nothing to report

**MATTERS FROM THE CITY COUNCIL:**

**MAYOR BARAKAT:**

Nothing to report

**MAYOR PRO-TEM HALE:**

Mayor Pro-Tem Hale stated that we will be absent for the July City Council meeting.

**COUNCILMEMBER LEWIS:**

Nothing to report

**COUNCILMEMBER LATHROP:**

Councilmember Lathrop reported that the Duarte Unified School District is looking for a new Superintendent.

**COUNCILMEMBER BRUNY:**

Nothing to report

**ITEMS FOR FUTURE AGENDAS:**

None

**ADJOURNMENT:**

At 8:25 p.m. Mayor Barakat adjourned the meeting in memory of Don Burnett to Tuesday, July 17, 2018 at 7:00 pm.

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**MAYOR – CITY OF BRADBURY**

ATTEST:

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**CITY CLERK – CITY OF BRADBURY**

**RESOLUTION NO. 18-19**

**A RESOLUTION OF THE CITY COUNCIL OF THE  
CITY OF BRADBURY, CALIFORNIA,  
APPROVING DEMANDS AND WARRANTS NO. 15054 THROUGH NO. 15072  
(PRE-RELEASED CHECKS)  
AND DEMANDS AND WARRANTS NO. 15073 THROUGH NO. 15097  
(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 \$7,090.71 pre-released Checks) and \$118,133.95 at July 17, 2018 from the General Checking Account.

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

<b><u>Check</u></b>	<b><u>Name and (Due Date)</u></b>	<b><u>Description</u></b>	<b><u>Amount</u></b>
15054	California American Water (6/5/18)	Meter: 301 Mt Olive Dr Irrigation Acct. #200-48-6400	\$345.89
15055	Molly Maid (6/20/18)	City Hall Cleaning Service (June 13) Acct. #101-16-6460	\$95.00
15056	Friends in Deed (6/30/18)	Community Support Acct. #101-11-6500	\$1,000.00
15057	Foothill Unity Center (6/30/18)	Community Support Acct. #101-11-6500	\$1,000.00
15058	Union Station Homeless Services (6/30/18)	Community Support Acct. #101-11-6500	\$1,000.00
15059	Priority Landscape Services (4/20/18)	Irrigation Repairs: Mount Olive Trail Acct. #101-21-7015	\$1,525.00
15060	Paul Ciozda (6/28/18)	Refund for Permit #3115 Acct. #101-00-4540	\$146.05
15061	Molly Maid (6/28/18)	City Hall Cleaning Service (June 27) Acct. #101-16-6460	\$95.00
15062	MegaPath (7/1/18)	Telephone/VOIP Service Acct. #101-16-6440	\$555.47

<u>Check</u>	<u>Name and (Due Date)</u>	<u>Description</u>	<u>Amount</u>
15063	Delta Dental (7/1/18)	<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  \$42.88 \$217.19
15064	Vision Service Plan (7/1/18)	<u>Vision Insurance:</u> City Manager (family) Acct. #101-12-5100 City Clerk Acct. #101-13-5100 Management Analyst Acct. #101-16-5100	\$61.07   \$23.66  \$23.66 \$108.39
15065	The Standard (1/1/18)	<u>Basic Life and AD&amp;D:</u> City Manager Acct. #101-12-5100 City Clerk Acct. #101-13-5100 Management Analyst Acct. #101-16-5100	\$10.25   \$10.25  \$10.25 \$30.75
15066	Data Ticket, Inc. (5/11/18)	Parking Citation Processing Acct. #101-23-6210	\$1.45
15067	U.S. Bank (6/30/18)	Custody Charges for June 2018 Safekeeping Operations for CDs Acct. #101-14-7010	\$76.25
15068	California American Water (7/11/18)	<u>Water Meters:</u> 600 Winston Ave (City Hall) 1775 Woodlyn Ln 301 Mt Olive Dr Irrigation 2410 Mt Olive Ln Irrigation 2256 Gardi St Acct. #200-48-6400	\$30.90 \$447.31 \$160.59 \$26.30 \$15.18 \$680.28
15069	Southern California Edison (7/12/18)	City Hall Utilities Acct. #101-16-6400	\$29.54
15070	The Gas Company (7/13/18)	City Hall Utilities Acct. #101-16-6400	\$14.79
15071	Staples Credit Plan (7/15/18)	Office Supplies Acct. #101-16-6200	\$57.23
15072	Frontier Communications (7/16/18)	Telephone Service (fire alarm line) Acct. #101-23-7420	\$112.43

**Total Pre-Released Checks** **\$7,090.71**

**REGULAR CHECKS:**

<u>Check</u>	<u>Name and (Due Date)</u>	<u>Description</u>	<u>Amount</u>
15073	Armed Exterminators (6/8/18)	Treated Interior and Exterior of Civic center for Ants Acct. #101-25-7010	\$175.00
15074	Burrtec Waste Industries (5/31/18)	Street Sweeping for May 2018 Acct. #200-48-7290	\$313.14
15075	Wallin, Kress, Reisman & Kranitz (7/9/18)	<u>City Attorney:</u> Retainer for June 2018 Acct. #101-15-7020 Code Enforcement Acct. #101-23-7450 Oak View Estates Acct. #103-00-2038	\$2,450.00  \$258.50 <u>\$1,020.00</u>
15076	California Contract Cities (7/1/18)	Annual Membership Dues Acct. #101-30-6030	\$3,728.50  \$1,274.00
15077	Denram Graphics & Printing (6/11/18)	Business Cards Acct. #101-16-6200	\$329.53
15078	City of Duarte (7/2/18)	COPS Allocation FY 2018-19 (see Resolution No. 18-18) Acct. #215-23-7410	\$50,000.00
15079	Fiesta Fantastic (6/6/18)	Balloon Entertainment/Magician for Bradbury Night Out Acct. #101-11-6100	\$165.00
15080	Kevin Kearney (July 2018)	Monthly Cell Phone Allowance Acct. #101-12-6440	\$75.00
15081	Local Agency Formation Commission (7/2/18)	Allocation of LAFO costs per City Acct. #101-30-6030	\$67.11
15082	LARA Los Angeles Regional Agency (6/25/18)	LARA Membership Fee for 2018-19 (to be reimbursed by Burrtec) Acct. #101-30-6030	\$257.12
15083	Mariposa Landscapes, Inc. (6/30/18)	Tree Assessment at 195 Mount Olive Drive Acct. #101-21-7060	\$225.00

Check	Name and (Due Date)	Description	Amount	
15084	Michael Baker International (6/14/18)	Professional Services for the period ending June 3, 2018 Oak View Estates Acct. #103-00-2038	\$6,325.00	
15085	Post Alarm Systems (7/6/18)	City Hall Monitoring for Aug 2018 Fire & Intrusion Systems Animal Control Services for May 2018 Acct. #101-23-7420	\$101.17	
15086	Priority Landscape Services (6/1/18)	<u>June 2018 Landscape Services:</u> Bradbury Civic Center Acct. #101-21-7020 Royal Oaks Drive North Acct. #101-21-7015 Lemon Trail Acct. #101-21-7045 Mt. Olive Drive Entryway and Trail Acct. #101-21-7035	\$175.00 \$345.00 \$115.00 <u>\$465.00</u>	\$1,100.00
15087	RKA Consulting Group (6/11/18)	City Engineering Services Acct. #101-19-7230 119 Furlong Slope Abatement Acct. #101-19-7230 NPDES Coordination Acct. #102-42-7630 Lemon Trail Rehabilitation Acct. #101-19-7230 Development Projects Acct. #101-19-7230 Winston Ave Sewer Extension Acct. #206-50-7606 Mt Olive Lane Sewer Project Acct. #206-50-7601	\$661.50 \$294.00 \$420.00 \$70.00 \$15,453.00 \$4,017.50 <u>\$1,520.00</u>	\$22,436.00
15088	LA County Public Works (6/11/18)	Sign Maintenance (damaged stop sign) Acct. #200-48-7000	\$52.38	
15089	The Sauce Creative Services (5/21/18)	2 "Bradbury" Tablecloths for Bradbury Night Out and other events Acct. #101-11-6100	\$624.16	
15090	Southern California Edison (7/7/18)	Street Lights Acct. #200-48-6410	\$721.83	
15091	LA County Sheriff's Dept. (7/6/18)	June 2018 Law Enforcement Services Acct. #101-23-7410	\$9,095.88	

<u>Check</u>	<u>Name and (Due Date)</u>	<u>Description</u>	<u>Amount</u>
15092	Slammin' Sliders (7/26/18)	Food Truck (Deposit) for Bradbury Night Out Acct. #101-11-6100	\$375.00
15093	TeamLogic IT of Pasadena (7/1/18)	Computer Services & Supplies Acct. #101-16-6230	\$1,222.50
15094	Topform Data (7/7/18)	Parking Tickets Acct. #215-23-7410	\$1,614.91
15095	U.S. Bank Corporate Payment Systems (6/22/18)	<u>Kevin Kearney Visa Card:</u> League of California Cities 2018 Annual Conference Registration Acct. #101-12-6020	\$525.00
		<u>Claudia Saldana Visa Card:</u> MyFax Acct. #101-16-6230	\$20.00
		Duarte Post Office Acct. #101-20-6120	\$53.68
		VistaPrint (postcards) Acct. #101-11-6100	\$95.65
		Smart & Final Acct. #101-16-6450	<u>\$11.81</u>
			\$706.14
15096	VCA Code Group (6/18/18)	Plan Check & Permitting Acct. #101-20-7220	\$7,845.45
		Planning Services (Retainer) Acct. #101-20-7210	\$3,900.00
		Hourly Services (City Planner) Acct. #101-20-7210	\$4,702.50
		Oak View Estates (City Planner) Acct. #103-00-2038	<u>\$247.50</u>
			\$16,695.45
15097	White Rabbit (6/28/18)	Food Truck (50% Deposit) for Bradbury Night Out Acct. #101-11-6100	\$454.13
<b>Total Regular Checks</b>			<b>\$118,133.95</b>

**PAYROLL for July 2018:**

ACH	Kevin Kearney (July 2018)	Salary: City Manager Acct. #101-12-5010	\$8,866.25	
		Withholdings Acct. #101-00-2011	<u>(1,850.41)</u>	\$7,015.84
ACH	Claudia Saldana (July 2018)	Salary: City Clerk Acct. #101-13-5010	\$4,984.08	
		Withholdings Acct. #101-00-2011	<u>(1,262.62)</u>	\$3,721.46
ACH	Scarlett Santos Leon (July 2018)	Salary: Management Analyst Acct. #101-16-5010	\$3,919.83	
		Withholdings Acct. #101-00-2011	(848.55)	
		PERS Employee Share Acct. #101-16-5010	<u>(244.99)</u>	\$2,826.29
ACH	Lisa Bailey (July 2018)	Finance Director (June 2018) 21.92 x \$77.80/hour Acct. #101-14-5010	\$790.92	
		Withholdings Acct. #101-00-2011	<u>(63.72)</u>	\$727.20
<b>Total Payroll</b>			<b>\$14,305.97</b>	

**ELECTRONIC FUND TRANSFER (EFT) PAYMENTS for July 2018:**

<u>Check</u>	<u>Name and (Invoice Date)</u>	<u>Description</u>	<u>Amount</u>	
EFT	Aetna (July 2018)	<u>Health Insurance for July 2018:</u> City Manager Acct. #101-12-5100	\$1,417.84	
		City Clerk Acct. #101-13-5100	\$838.06	
		Management Analyst Acct. #101-16-5100	<u>\$394.10</u>	\$2,650.00
EFT	EDD (July 2018)	State Tax Withholdings SDI Acct. #101-00-2011	\$680.59 <u>\$185.61</u>	\$866.20

EFT	Dept. of Treasury Internal Revenue Service (July 2018)	Federal Tax Withholdings Social Security Medicare (Employee's portion of Social Security and Medicare is matched by the City) Acct. #101-00-2011	\$1,748.67 \$2,301.58 <u>\$538.08</u>	\$4,488.33
EFT	California PERS (July 2018)	City Manager Acct. #101-12-5100 City Clerk Acct. #101-13-5100 Management Analyst Acct. #101-16-5100	\$1,288.95  \$720.48  <u>\$513.18</u>	   \$2,522.61

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**MAYOR – CITY OF BRADBURY**

ATTEST:

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**CITY CLERK – CITY OF BRADBURY**

"I, Claudia Saldana, City Clerk, hereby certify that the foregoing Resolution, being Resolution No. 18-19, was duly adopted by the City Council of the City of Bradbury, California, at a regular meeting held on the 17th day of July, 2018 by the following roll call vote:"

AYES:

NOES:

ABSENT:

ABSTAIN:

---

**CITY CLERK – CITY OF BRADBURY**

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

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

Amount Due:	Trans Date:	DUE DATE:	Invoice #:
\$39.94	05/23/18	07/15/18	2094246531
PO:		Store: 100088887, WESTBORO, MA	

PRODUCT	SKU #	QUANTITY	UNIT PRICE	TOTAL PRICE
STAPLES EXTRAHEAVYWEIGHT	121962	1.0000 EA	\$23.49	\$23.49
POSTIT SUPER STICKY NOTES	586113	1.0000 EA	\$12.99	\$12.99
<b>Purchased by: CLAUDIA SALDANA</b>				<b>SUBTOTAL</b>
<b>Order #: 9787276238</b>				<b>TAX</b>
				<b>TOTAL</b>
				\$36.48
				\$3.46
				\$39.94

**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 #:
\$17.29	05/23/18	07/15/18	2094411461
PO:		Store: 100088887, WESTBORO, MA	

PRODUCT	SKU #	QUANTITY	UNIT PRICE	TOTAL PRICE
ROBERTS RULES OF ORDER	1271840	1.0000 EA	\$15.79	\$15.79
<b>Purchased by: CLAUDIA SALDANA</b>				<b>SUBTOTAL</b>
<b>Order #: 9787276238</b>				<b>TAX</b>
				<b>TOTAL</b>
				\$15.79
				\$1.50
				\$17.29

see Check# 15071





U.S. BANCORP SERVICE CENTER  
P. O. Box 6343  
Fargo, ND 58125-6343

CITY OF BRADBURY

ACCOUNT NUMBER 4246-0446-0277-2711  
STATEMENT DATE 06-22-18  
TOTAL ACTIVITY \$ 525.00

000002568 01 SP 0.510 106481631109852 P

KEVIN KEARNEY  
CITY OF BRADBURY  
600  
WINSTON AVENUE  
BRADBURY CA 91008-1123

"MEMO STATEMENT ONLY"  
DO NOT REMIT PAYMENT

JUN 29 2018

NEW ACCOUNT ACTIVITY

POST DATE	TRAN DATE	TRANSACTION DESCRIPTION	REFERENCE NUMBER	MCC	AMOUNT
06-21	06-19	THE LEAGUE OF CALIFORNIA 916-658-8200 CA PUR ID: 100579619378 TAX: 0.00	24707808171027016437715	8651	525.00

see Check # 15095

Default Accounting Code:

CUSTOMER SERVICE CALL  800-344-5696	ACCOUNT NUMBER 4246-0446-0277-2711		ACCOUNT SUMMARY	
	STATEMENT DATE	DISPUTED AMOUNT		
SEND BILLING INQUIRIES TO:  C/O U.S. BANCORP SERVICE CENTER, INC U.S. BANK NATIONAL ASSOCIATION P.O. BOX 6335 FARGO, ND 58125-6335	06-22-18	\$ .00	PREVIOUS BALANCE	\$ .00
			PURCHASES & OTHER CHARGES	\$525.00
			CASH ADVANCES	\$ .00
			CASH ADVANCE FEE	\$ .00
			CREDITS	\$ .00
		AMOUNT DUE \$ 0.00 DO NOT REMIT	TOTAL ACTIVITY	\$525.00



U.S. BANCORP SERVICE CENTER  
P. O. Box 6343  
Fargo, ND 58125-6343



CITY OF BRADBURY

ACCOUNT NUMBER 4246-0400-8040-6665  
STATEMENT DATE 06-22-18  
TOTAL ACTIVITY \$ 181.14

000002567 01 SP 0.510 106481631109851 P

CLAUDIA A SALDANA  
CITY OF BRADBURY  
600 WINSTON AVENUE  
BRADBURY CA 91008-1123

"MEMO STATEMENT ONLY"  
DO NOT REMIT PAYMENT

JUN 29 2018

NEW ACCOUNT ACTIVITY

POST DATE	TRAN DATE	TRANSACTION DESCRIPTION	REFERENCE NUMBER	MCC	AMOUNT
05-23	05-23	MYFAX *PROTUS IP SOLN 866-563-9212 CA PUR ID: 33090759 TAX: 0.00	24692168143100451629483	5968	20.00
06-07	06-06	USPS PO 0522740820 DUARTE CA PUR ID: None TAX: 0.00	24445008158000671029474	9402	53.68
06-19	06-18	VISTAPR*VISTAPRINT.COM 866-8936743 MA PUR ID: g9reAr1D30qsEakDAVDkNA TAX: 0.00	24692168169100273044050	2741	95.65
06-20	06-19	SMART AND FINA11107463 DUARTE CA	24164078170929000548711	5411	11.81

see Check #15095

Default Accounting Code:

CUSTOMER SERVICE CALL  800-344-5696	ACCOUNT NUMBER 4246-0400-8040-6665		ACCOUNT SUMMARY	
	STATEMENT DATE	DISPUTED AMOUNT		
SEND BILLING INQUIRIES TO:  C/O U.S. BANCORP SERVICE CENTER, INC U.S. BANK NATIONAL ASSOCIATION P.O. BOX 6335 FARGO, ND 58125-6335	06-22-18	\$ .00	PREVIOUS BALANCE	\$ .00
			PURCHASES & OTHER CHARGES	\$181.14
			CASH ADVANCES	\$ .00
			CASH ADVANCE FEE	\$ .00
			CREDITS	\$ .00
		AMOUNT DUE \$ 0.00 DO NOT REMIT	TOTAL ACTIVITY	\$181.14

**RESOLUTION NO. 18-20**

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

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

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

<b>Richard G. Barakat</b>	<b>(Mayor)</b>
<b>Richard T. Hale, Jr.</b>	<b>(Mayor Pro-Tem)</b>
<b>Kevin Kearney</b>	<b>(City Manager)</b>
<b>Laurie Stiver</b>	<b>(City Treasurer)</b>
<b>Lisa Bailey</b>	<b>(Finance Director)</b>

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

PASSED, APPROVED AND ADOPTED on this 17th day of July, 2017.

---

MAYOR - CITY OF BRADBURY

ATTEST:

---

CITY CLERK - CITY OF BRADBURY

"I, Claudia Saldana, City Clerk, hereby certify that the foregoing Resolution was duly adopted by the City Council of the City of Bradbury at an adjourned regular meeting held on the 17th day of July, 2017 by the following roll call vote:"

AYES:

NOES:

ABSENT:

---

CITY CLERK - CITY OF BRADBURY

# **City of Bradbury** **Monthly Investment Report for the month of June 2018**

**CASH ON DEPOSIT BY ACCOUNT**

**Bank Accounts:**

Wells Fargo Bank - General Checking

Amount	Maturity	Interest Rate
\$ 865,490.97	n/a	0%

**Investments:**

Local Agency Investment Fund (LAIF)

\$ 3,274,311.18	n/a	1.85%
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First Bank of Puerto Rico CD

\$ 248,000.00	8/31/2018	1.75%
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Ally Bank CD

\$ 248,000.00	9/9/2019	1.35%
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American Express Centurion CD

\$ 247,000.00	12/7/2020	2.10%
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Citibank NA CD

\$ 246,000.00	6/7/2021	3.00%
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**Total**

<b>\$ 5,128,802.15</b>
------------------------

**CASH & INVESTMENTS ON DEPOSIT BY FUND**

**Funds**

General Fund (101)

\$2,716,228.49
----------------

Utility Users Tax Fund (102)

\$761,997.34
--------------

Deposits Fund (103)

\$74,404.74
-------------

Long Term Planning Fee Fund (112)

\$18,018.60
-------------

Technology Fee Fund (113)

\$47,159.13
-------------

Gas Tax Fund (200)

\$111,219.53
--------------

Prop A Fund (203)

\$3,175.44
------------

Prop C Fund (204)

\$57,763.87
-------------

TDA Fund (205)

(\$3,881.63)
--------------

Sewer Fund (206)

\$1,083,492.82
----------------

STPL Fund (208)

\$32,742.73
-------------

Recycling Grant Fund (209)

\$6,857.30
------------

Measure R Fund (210)

\$75,668.68
-------------

Measure M Fund (212)

\$11,794.72
-------------

COPS Fund (215)

\$112,780.29
--------------

Grant Fund-Other (217)

\$8,854.21
------------

Fire Safe Grant Fund (219)

\$10,525.89
-------------

**Total**

<b>\$5,128,802.15</b>
-----------------------

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 Silver  
City Treasurer

# Revenues

Acct. Number	Account Description	2015-16 Actual	2016-17 Actual	2017-18 Budget	2017-18 Preliminary YTD @ 06/30/18	
<b>General Fund:</b>						
101-00-4010	Property Tax-Current Secured	378,325	397,293	400,000	438,658	110%
101-00-4030	Property Tax-Current Unsecur	15,860	16,148	16,000	3,941	25%
101-00-4060	Public Safety Augmentation F	9,566	9,922	9,700	10,323	106%
101-00-4070	Delinquent Taxes	6,482	6,408	5,000	6,624	132%
101-00-4100	Sales & Use Tax	2,818	7,465	4,500	4,114	91%
101-00-4110	Franchise Fee-Cable TV	18,533	17,736	17,500	18,708	107%
101-00-4120	Franchise Fee-SC Edison	19,383	17,658	18,000	17,722	98%
101-00-4130	Franchise Fee-SC Refuse	33,218	34,025	34,000	25,580	75%
101-00-4140	Franchise Fee-SC Gas Co.	3,060	2,426	2,500	2,574	103%
101-00-4150	Franchise Fee-Cal Am Water	23,383	27,483	27,500	31,388	114%
101-00-4160	AB939 Refuse Admin. Fee	17,306	17,514	17,000	17,952	106%
101-00-4190	Real Property Transfer Tax	15,922	32,492	18,000	31,081	173%
101-00-4200	Motor Vehicle In-Lieu	115,939	123,481	125,000	130,646	105%
101-00-4210	Dist & Bail Forfeiture	8,734	4,996	6,000	2,867	48%
101-00-4220	Fines-City	12,158	-	1,000	1,906	191%
101-00-4350	Business License	40,536	41,296	40,000	44,063	110%
101-00-4360	Movie & TV Permits	-	7,000	-	3,030	0%
101-00-4370	Bedroom License Fee	37,080	30,900	25,000	10,301	41%
101-00-4410	Variances & CUPs	6,538	-	5,000	1,635	33%
101-00-4420	Lot Line Adjustment/Zone Changes	14,578	1,902	-	3,805	0%
101-00-4440	Subdivisions/Lot Splits	38,206	3,312	-	4,844	0%
101-00-4460	Planning Dept. Review	116,879	100,020	90,000	50,073	56%
101-00-4470	Building Construction Permit	298,311	309,178	300,000	179,175	60%
101-00-4480	Building Plan Check Fees	299,215	270,669	290,000	260,790	90%
101-00-4485	Landscape Plan Check Permit	34,911	28,204	30,000	10,627	35%
101-00-4490	Green Code Compliance	41,902	40,268	40,000	26,871	67%
101-00-4500	Civic Center Rental Fee	-	-	1,000	1,050	105%
101-00-4530	Environmental & Other Fees	11,579	4,450	4,500	8,612	191%
101-00-4540	City Engineering Plan Check	118,522	173,070	110,000	140,793	128%
101-00-4600	Interest Income	13,200	17,136	13,500	31,822	236%
101-00-4700	Sales of Maps & Publications	259	446	300	317	106%
101-00-4800	Other Revenue	1,021	9	-	187	0%
101-00-4850	Cal-Am Loan Repayment	14,459	4,820	4,820	4,820	100%
101-00-4900	Reimbursements	-	4,323	-	65	0%
101-00-4920	Sale of Prop. A Funds	-	-	-	56,000	0%
101-23-4950	Vacant Property Registry Fee	-	-	-	50	0%
<b>Total General Fund Revenues</b>		<b>1,767,883</b>	<b>1,752,050</b>	<b>1,655,820</b>	<b>1,583,014</b>	<b>96%</b>

# Revenues

Acct. Number	Account Description	2015-16 Actual	2016-17 Actual	2017-18 Budget	2017-18 Preliminary YTD @ 06/30/18	
<b>Utility Users Tax Fund:</b>						
102-00-4600	Interest	230	2,902	450	-	0%
102-00-4810	Water	30,726	40,212	38,000	47,920	126%
102-00-4820	Trash	22,638	22,815	22,500	22,991	102%
102-00-4830	Electric	100,778	94,765	103,000	99,603	97%
102-00-4840	Natural Gas	14,909	15,426	15,000	14,181	95%
102-00-4850	UUT - Cable	17,838	19,850	20,000	19,919	100%
102-00-4855	Telecom-Minors	12,387	14,505	15,700	12,980	83%
102-00-4856	Telecom-AT&T	444	449	500	434	87%
102-00-4857	Telecom-Verizon	6,182	5,650	6,000	5,235	87%
102-00-4858	Telecom-Sprint Nextel	2,735	4,288	4,000	991	25%
102-00-4900	Reimbursements	1,277	-	-	364	
		210,144	220,862	225,150	224,618	100%
<b>Civic Center Fund:</b>						
111-00-4000	Transfer In from General Fund	-	4,544	-		
111-00-4500	Civic Center Rental Fee	975	900	-		
		975	5,444	-	-	-
<b>Long Term Planning Fee Fund:</b>						
112-00-4490	Long-Term Planning Fee	11,569	11,637	11,000	10,647	97%
112-00-4600	LTP Fee Interest Income	66	29	75	-	
		11,635	11,666	11,075	10,647	96%
<b>Technology Fee Fund:</b>						
113-00-4520	Technology Fee	22,609	24,453	22,000	14,466	66%
113-00-4600	Technology Fee Interest Income	1,307	217	1,050	-	
		23,916	24,670	23,050	14,466	63%
<b>Gas Tax Fund:</b>						
200-00-4000	Transfers In	3,147	-			
200-00-4200	TCRA Funds				1,258	
200-48-4260	Gas Tax	29,013	26,788	36,959	29,364	79%
200-00-4600	Gas Tax Interest	396	552	400	-	
		32,556	27,340	37,359	30,622	82%
<b>Prop. A Fund:</b>						
203-40-4260	Prop. A Transit Funds	19,530	19,835	20,000	20,948	105%
203-40-4600	Prop. A Transit Interest	133	293	150	-	
		19,663	20,128	20,150	20,948	104%
<b>Prop. C Fund:</b>						
204-48-4260	Prop. C Funds	16,034	16,295	16,500	17,532	106%
204-48-4600	Prop. C Interest	164	252	175	-	
		16,198	16,547	16,675	17,532	105%
<b>Transporation Development Act Fund:</b>						
205-48-4260	TDA Funds	-	-	-		
205-48-4600	TDA Interest	-	-	-		
		-	-	-	-	

## Revenues

Acct. Number	Account Description	2015-16 Actual	2016-17 Actual	2017-18 Budget	2017-18 Preliminary YTD @ 06/30/18	
<b>Sewer Fund:</b>						
206-00-4000	Transfers In	176,500	481,229	1,100,000	1,100,000	100%
206-50-4730	Mount Olive Drive Assessment	53,914	25,000	36,967	43,140	117%
		<u>230,414</u>	<u>506,229</u>	<u>1,136,967</u>	<u>1,143,140</u>	<u>101%</u>
<b>STPL Fund:</b>						
208-00-4260	STPL Funds	-	18,828	-	-	
208-00-4600	STPL Interest	57	166	-	-	
		<u>57</u>	<u>18,994</u>	<u>-</u>	<u>-</u>	
<b>Recycling Grant Fund:</b>						
209-00-4260	Recycling Grant Funds	5,000	5,000	5,000	(803)	-16%
209-00-4600	Recycling Grant Interest	41	62	45	-	
		<u>5,041</u>	<u>5,062</u>	<u>5,045</u>	<u>(803)</u>	<u>-16%</u>
<b>Measure R Fund:</b>						
210-48-4260	Measure R Funds	12,157	12,342	12,500	13,014	104%
210-48-4600	Measure R Interest	252	311	250	-	
		<u>12,409</u>	<u>12,653</u>	<u>12,750</u>	<u>13,014</u>	<u>102%</u>
<b>Measure M Fund</b>						
212-48-4260	Measure M Funds			7,500	11,795	157%
212-48-4600	Measure M Interest				-	
			<u>-</u>	<u>7,500</u>	<u>11,795</u>	<u>157%</u>
<b>Citizen's Option fo Public Safety (COPS) Fund:</b>						
215-23-4260	COPs Funds	114,618	116,750	100,000	214,990	215%
215-23-4600	COPs Interest	358	539	360	-	
		<u>114,976</u>	<u>117,289</u>	<u>100,360</u>	<u>214,990</u>	<u>214%</u>
<b>County Park Grant:</b>						
217-00-4210	County Park Grant	26,500	48	-		
217-00-4600	Grant Fund Interest Income	24	-	-		
		<u>26,524</u>	<u>48</u>	<u>-</u>	<u>-</u>	<u>-</u>
<b>Fire Safe Grant 14-USFS-SFA-0053:</b>						
219-00-4260	Fire Safe Grant 14-USFS-SFA-0053	47,500	-	-		
219-00-4270	HOA Contribution	-	-			
219-00-4600	Fire Safe Grant Interest Income	232	57			
		<u>47,732</u>	<u>57</u>	<u>-</u>	<u>-</u>	
<b>Total Revenues</b>		<u>2,520,123</u>	<u>2,739,039</u>	<u>3,251,901</u>	<u>3,283,983</u>	<u>101%</u>

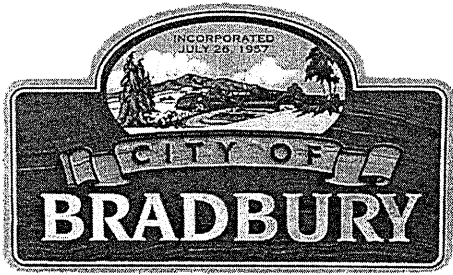
		Expenditures			2017-18	
Account Description		2015-16 Actual	2016-17 Actual	2017-18 Budget	Preliminary YTD @ 06/30/18	
<b>General Fund:</b>						
101-00-5000	Transfers Out	176,500	485,773	1,100,000	1,100,000	100%
<b>City Council Division:</b>						
101-11-6500	Community Support (homelessness)	-	3,000	3,000	3,000	100%
101-11-6100	Events and awards	130	57	7,850	6,942	88%
101-11-6110	City Newsletter	225	215	250	225	90%
		355	3,272	11,100	10,167	92%
<b>City Manager Division:</b>						
101-12-5010	Salaries	105,795	93,641	102,500	102,500	100%
101-12-5100	Benefits	42,583	26,424	48,000	41,806	87%
101-12-6020	Meetings & Conferences	2,173	854	2,500	1,502	60%
101-12-6025	Expense Account	145	237	1,500	1,130	75%
101-12-6050	Mileage	983	488	1,200	1,023	85%
101-12-6210	Special Department Supplies	-	23,097	100	-	0%
101-12-6440	Cell Phone	450	350	900	900	100%
		152,129	145,091	156,700	148,861	95%
<b>City Clerk Division:</b>						
101-13-5010	Salaries	54,470	56,104	57,619	60,741	105%
101-13-5100	Benefits	20,738	22,469	27,000	24,294	90%
101-13-6020	Meetings & Conferences	-	-	100	-	0%
101-13-6040	Transportation & Lodging	-	-	100	-	0%
101-13-6050	Mileage	70	156	150	142	95%
101-13-6210	Special Department Supplies	466	290	250	-	0%
101-13-6220	Election Supplies	-	-	-	473	
101-13-6225	Codification	10,742	8,317	-	2,317	
101-13-7000	Contract Election Services	1,672	-	12,000	-	0%
		88,158	87,336	97,219	87,967	90%
<b>Finance Division:</b>						
101-14-5010	Salaries	10,810	13,746	14,492	13,439	93%
101-14-5100	Benefits	1,868	1,198	1,500	1,236	82%
	Meetings & Conferences	-	-	100	-	0%
101-14-6210	Special Department Supplies	215	351	350	94	27%
101-14-6230	Contracted Computer Services	1,048	711	2,000	1,459	73%
101-14-7010	Contracted Banking Services	3,166	4,034	4,600	4,650	101%
101-14-7020	Contracted Audit Services	14,613	10,000	14,500	18,523	128%
101-14-7040	GASB Reports	14,694	1,300	1,300	350	27%
		61,108	31,340	38,842	39,751	102%
<b>City Attorney Division:</b>						
101-15-7020	City Attorney Retainer	24,750	36,385	29,400	26,950	92%
101-15-7070	City Attorney Special Serv	2,326	5,333	7,000	2,702	39%
101-15-7080	Seminars & Training	425	1,008	1,000	1,211	121%
		27,501	42,726	37,400	30,863	83%

**Expenditures**

Account Description		2015-16 Actual	2016-17 Actual	2017-18 Budget	2017-18 Preliminary YTD @ 06/30/18	
<b>General Government Division:</b>						
101-16-5010	Salaries	42,840	40,785	45,316	37,219	82%
101-16-5100	Benefits	15,877	12,277	15,600	9,524	61%
101-16-6010	Seminars & Training	-	-	500	375	75%
101-16-6020	Meetings & Conferences	47	-	150	195	130%
101-16-6040	Transportation & Lodging	-	-	500	-	0%
101-16-6050	Mileage	589	195	500	215	43%
101-16-6120	Postage	356	227	500	267	53%
101-16-6200	Office Supplies	1,093	1,652	1,500	1,019	68%
101-16-6210	Special Departmental Supplies		-	-	1,622	
101-16-6230	Computer & Website Services	10,058	9,149	18,000	7,212	40%
101-16-6240	PERS UAL Payment	168,139	-	-	2,259	
101-16-6250	Copier & Duplications	4,295	1,767	1,500	2,216	148%
101-16-6300	Insurance	38,379	36,431	40,000	54,738	137%
101-16-6400	Utilities	3,513	4,051	5,000	2,953	59%
101-16-6440	Telephone	6,070	7,118	7,000	6,714	96%
101-16-6450	Building Operations	1,468	1,047	1,000	1,120	112%
101-16-6460	Building & Cleaning Service	2,430	2,565	2,500	2,795	112%
101-16-6470	Maintenance & Supplies	-	152	500	-	0%
101-16-7600	Operating Contingency	1,590	241	-	-	
		296,744	117,657	140,066	130,443	93%
<b>Engineering Division:</b>						
101-19-7230	Contracted Engineering Services	116,910	149,888	108,000	116,304	108%
101-19-7238	Annexation	17,627	1,630	18,370	59,350	323%
101-19-7310	Woodlyn Lane/Mt. Olive Drainage	19,844	128,365	-		
		154,381	279,883	126,370	175,654	139%
<b>Planning, Zoning &amp; Development Division:</b>						
101-20-6120	Postage	69	(77)	250	278	111%
101-20-6210	Special Department Supplies	59	-	500	210	42%
101-20-6240	Environmental Filing Fees	-	-	500	-	0%
101-20-7210	City Planner Retainer	50,700	46,800	46,800	39,000	83%
101-20-7220	Contracted Building & Safety	325,845	291,247	290,000	210,667	73%
101-20-7240	City Planner Special Service	14,767	8,957	10,000	9,817	98%
101-20-7245	General Plan update	-	-	-	406	
		391,440	346,927	348,050	260,378	75%
<b>Parks &amp; Landscape Maintenance Division:</b>						
101-21-7015	Royal Oaks Trail Maintenance	8,560	8,210	10,000	6,960	70%
101-21-7020	City Hall Grounds Maintenance	2,680	2,920	3,000	2,495	83%
101-21-7025	Trail Maintenance	7,385	23,960		1,777	
101-21-7035	Mt.Olive Entrance & Trail	6,711	4,998	5,500	6,884	125%
101-21-7045	Lemon/RO Horse Trail	680	910	1,000	1,265	127%
101-21-7060	Street Tree Trimming	12,083	11,300	10,000	10,873	109%
		38,099	52,298	29,500	30,254	103%
<b>Public Safety Division:</b>						
101-23-6210	Special Departmental Services	-	67	-		
101-23-7410	Contract Services Sheriff	97,736	95,970	110,000	108,779	99%
101-23-7420	City Hall Security	2,438	2,643	2,600	2,582	99%
101-23-7450	Code Enforcement	4,714	2,771	3,500	4,241	121%
		104,888	101,451	116,100	115,602	100%

		Expenditures			2017-18 Preliminary YTD @ 06/30/18	
Account Description		2015-16 Actual	2016-17 Actual	2017-18 Budget		
<b>Emergency Preparedness Division:</b>						
101-24-6010	Seminars & Training	123	-	-	-	
101-24-6020	Meetings & Conferences	-	-	-	55	
101-24-6030	Memberships & Dues	360	-	-	360	
101-24-6470	Maintenance & Supplies	995	2,404	2,500	869	35%
101-55-7030	Hazardous Mitigation Plan	-	10,000	15,000	16	0%
101-24-6480	Civic Center Generator	45,149	342	-		
		91,348	12,746	17,500	1,300	7%
<b>Animal &amp; Pest Control Division:</b>						
101-25-7000	Animal Control Services	2,058	2,411	3,000	2,775	93%
101-25-7010	Pest Control Services	-	-	300		0%
		2,058	2,411	3,300	2,775	84%
<b>Intergovernmental Relations Division:</b>						
101-30-6030	Memberships & Dues	8,143	8,452	8,500	8,610	101%
<b>General Fund Totals</b>		1,592,852	1,717,363	2,230,647	2,142,625	96%
<b>Utility Users Tax Fund:</b>						
102-42-7630	NPDES Stormwater Compliance	61,375	78,602	348,922	35,609	10%
<b>Civic Center Fund:</b>						
111-00-6210	Civic Center Improvements	2,529	-	-		
	Civic Center Contingency					
	CH Temporary Facility					
	CH Interior Finished & Equipment					
111-21-7650	Civic Center Landscaping/Park	9,490	-	-		
		12,019	-	-	-	
					1,350	
<b>Long Term Planning Fee Fund:</b>						
<b>Technology Fee Fund:</b>						
113-20-4500	Technology expense			-	8,631	
101-20-7730	Website		468	6,000	-	0%
101-20-7040	Non-Capitalized Equipment - Sonic Firewall		-		-	
113-20-8120	Capital Equipment-Server & Copier		-	14,853	7,470	50%
113-20-4500	Technology expense (e-Plan)	10,720	-			
		10,720	468	20,853	16,101	77%
<b>Gas Tax Fund:</b>						
200-48-6400	Utilities-Select System	3,620	7,518	7,500	11,272	150%
200-48-6410	Street Lights	8,759	7,752	8,000	8,572	107%
200-48-6555	Street Tree Maintenance	-	-	-		
200-48-7000	PW Contract Services	451	1,741	5,500	1,421	26%
200-48-7290	Street Sweeping	4,143	3,765	4,500	3,445	77%
200-48-7745	Royal Oaks North Curb Extension					
200-48-7750	Woodlyn Lane Pavement Rehab.	-	3,114	-	-	
200-48-7755	City Wide Slurry Seal					
		16,973	23,890	25,500	24,710	97%
<b>Prop. A Fund:</b>						
203-00-7600	Sale of Prop. A Funds			-	80,000	
203-40-7625	Transit Services					
			-	-	80,000	-

		Expenditures			2017-18 Preliminary YTD @ 06/30/18	
Account Description		2015-16 Actual	2016-17 Actual	2017-18 Budget		
<b>Prop. C Fund:</b>						
Staffing		-	-	-		
204-20-6030 Memberships & Dues		346	514	520	642	123%
204-40-7325 Transit Services		8,449	8,449	9,000	6,337	70%
204-48-7755 City Wide Slurry Seal		-	-	-		
		8,795	8,963	9,520	6,979	73%
<b>Transporation Development Act Fund:</b>						
205-48-7720 Lemon Trail Project		-	-	25,000	3,660	15%
205-00-7760 Return of Funds				-	220	
		-	-	25,000	3,880	16%
<b>Sewer Fund:</b>						
206-50-7600 Mt. Olive Drive Sewer Project		195,710	323,075	-		
206-50-7601 Mt. Olive Lane Sewer Project		-	31,530	551,502	12,175	2%
206-50-7605 Lemon Ave. Project Phase I (Monrovia)		13,432	7,810	113,793	103,816	91%
206-50-7606 Winston Ave Project		800	44,696	470,804	18,545	4%
		209,942	407,111	1,136,099	134,536	12%
<b>Prop. 1B Fund:</b>						
207-48-7000 Prop. 1B Street Repairs		3,147	-	-	-	-
<b>STPL Fund:</b>						
208-48-7745 Royal Oaks North Curb Extension						
<b>Recycling Grant Fund:</b>						
209-35-7300 Recycling Education		4,198	1,500	1,500	4,500	300%
<b>Measure R Fund:</b>						
210-48-7000 Contract Services		20,380	-			
210-48-7750 Woodlyn Lane Pavement Rehab.		-	-	-		
210-48-7755 City Wide Slurry Seal						
		20,380	-	-	-	
<b>Measure M Fund</b>						
212-48-6555 Citywide Slurry Seal				7,500	-	
212-48-xxxx Bridge Repair						
			-	7,500	-	
<b>Citizen's Option fo Public Safety (COPS) Fund:</b>						
215-23-7410 Contract Services Sheriff		56,307	116,750	143,750	145,020	101%
<b>Grant Fund (Other):</b>						
AQMD Tree Partnership			-	-		
Transfers Out			-	-		
			-	-	-	-
<b>County Park Grant:</b>						
217-21-7650 Civic Center Park		24,000	-	-	-	
<b>Fire Safe Grant 14-USFS-SFA-0053:</b>						
219-21-7065 Brush Clearance		95,569	-	-	-	
<b>Total Expenditures</b>		<b>2,116,277</b>	<b>2,354,647</b>	<b>3,949,291</b>	<b>2,595,310</b>	<b>66%</b>



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

## City of Bradbury Agenda Memo

TO: Honorable Mayor and Members of the City Council

FROM: Kevin Kearney, City Manager

DATE: July 17, 2018

SUBJECT: **PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY OF BRADBURY AND MICHAEL BAKER INTERNATIONAL FOR INITIAL CONSULTATION SERVICES**

ATTACHMENTS: 1. Agreement between the City of Bradbury and Michael Baker International

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### **SUMMARY**

The developer for the Chadwick Ranch Estates project, Nevis Capital, LLC, desires initial consultation with City Staff on the development project. Because City Staff lacks sufficient resources to provide for this initial consultation, the City desires to engage Michael Baker International to assist with the development as the City's Environmental and Planning Consultant.

It is recommended that the City Council adopt the agreement between the City of Bradbury and Michael Baker International for a not-to-exceed amount of \$15,000.

### **DISCUSSION**

Nevis Capital, LLC ("developer") owns three parcels of property consisting of approximately 111 acres in the City of Bradbury, known as the Chadwick Ranch Estates. The developer has filed an application for development of the property and desires to develop the area into fifteen (15) residential properties. Before embarking on a full environmental review process, the developer desires initial consultation services of City Staff.

Because the City does not have sufficient resources to provide initial consultation services, to prepare or review environmental documentation and related studies, reports and analysis, and to process the development, the City has determined it is in its best interest to engage Michael Baker International to assist with the development as the City's Environmental and Planning Consultant.

Section 2.07.330(b)(2) of the Bradbury Municipal Code authorizes the City to directly engage Michael Baker International without going out for a new Request for Proposal. Michael Baker International is currently the City's Environmental and Planning Consultant for the development of the neighboring property, Oak View Estates. Use of Michael Baker International will ensure consistency between the two analyses and provide an economy of scale, as some analysis from the Oak View Estates project will be applicable to the Chadwick Ranch Estates project. Additionally, the Oak View Estates project will need to be examined as a cumulative project with the Chadwick project.

The City believes that it is in the public interest for the developer to pay for the described services in the agreement. Pursuant to the agreement, the developer will be required to make a sizable deposit within ten (10) business days of execution and delivery of the agreement. The City will draw down upon the deposit with services are utilized.

### **FINANCIAL ANALYSIS**

As part of the agreement between the developer and the City, the developer will pay for all professional costs and expenses related to the initial consultation, this also will include the time and material charges from Michael Baker International. As part of the agreement between the City and Michael Baker International, the consultant will work on an hourly basis, under the direction of the City Manager, and it is anticipated that \$7,500 of the total \$15,000 will be allocated to allow for Michael Baker International's services, with the remainder of the budget allocated to the City for their services. However, the parties will work cooperatively to move any funds anticipated to be unused by one party, to the other party, if necessary.

Since services utilized as part of this agreement will be paid for by the developer's deposit, the agreement between the City and Michael Baker International poses no significant financial impact to the City.

### **STAFF RECOMMENDATION**

It is recommended that the City Council adopt the agreement between the City of Bradbury and Michael Baker International for a not-to-exceed amount of \$15,000.

# ATTACHMENT #1

**PROFESSIONAL SERVICES AGREEMENT  
FOR INITIAL CONSULTATION SERVICES  
(City of Bradbury / Michael Baker International)**

**1. IDENTIFICATION**

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is entered into by and between the City of Bradbury, a California municipal corporation ("City"), and Michael Baker International, Inc., a Pennsylvania corporation authorized to do business in California ("Consultant").

**2. RECITALS**

- 2.1 Scott Yang ("Developer") has filed applications to develop approximately 111 acres in the City of Bradbury, known as Chadwick Ranch Estates, with a residential development consisting of approximately ten (10) residential properties. The applications include a Specific Plan, Zoning Code Amendment, Zone Change and tract map to divide the three existing parcels into fifteen lots (the "Project"). Additionally, environmental review will have to be conducted under the California Environmental Quality Act ("CEQA") and the appropriate environmental document (the "Environmental Document") will have to be prepared and reviewed.
- 2.2 City has determined that it requires the following professional services from a consultant: environmental consultant services for the analysis of the ten lot residential development relating to the 111 acre Chadwick Ranch Estates and planning/land use entitlement services.
- 2.3 Consultant represents that it is fully qualified to perform such professional services by virtue of its experience and the training, education and expertise of its principals and employees. Consultant further represents that it is willing to accept responsibility for performing such services in accordance with the terms and conditions set forth in this Agreement.
- 2.4 Consultant originally provided a proposal for Services in an amount of \$179,200 which included full entitlement processing and environmental review for the project, once submitted to the City for formal review.
- 2.5 The Project is immediately adjacent to the Oak View Estates project which is in the process of undergoing environmental and application review. Consultant is providing environmental and planning services for the Oak View Estates project. City has determined that it is in its best interests to engage Consultant for the Chadwick project as well, as use of Consultant will ensure consistency between the two analyses and provide an economy of scale as some analysis from the Oak View Estates project will be applicable to this Project. Additionally, the Oak View Estates project will need to be examined as a cumulative project for the Chadwick project.

- 2.6 Developer has determined that before it undertakes full processing of its Project, it wishes to engage in limited initial review and consultation in order to determine its feasibility. Developer is willing to spend up to \$15,000 for this initial consultation for the work of Consultant as well as the City's other contract consultants and will deposit this amount with the City. City funds will not be used for the Initial Consulting Services provided under this Agreement.
- 2.7 Consultant is willing to perform this work on an hourly basis, and it is anticipated that \$7,500 of the total \$15,000 deposit will be allocated to allow for Consultant's services, with the remainder of the budget allocated to the City for their services. However, the parties will work cooperatively to move any funds anticipated to be unused by one party, to the other part if necessary.

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

**3. DEFINITIONS**

- 3.1 "Scope of Services": To engage in preliminary review of the project relating to environmental and planning issues.
- 3.2 "Approved Fee Schedule": The fee for such Services shall be: \$170/hour for environmental consulting services and \$155/hour for the Land Use Entitlement Manager and \$85/hour for Technical Support staff.
- 3.3 "Commencement Date": The date upon which the City provides written notification, including e-mail notification, to commence Services.
- 3.4 "Expiration Date": The date upon which Developer notifies City in writing that it wishes to formally commence processing its application or wishes to withdraw its application.

**4. TERM**

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

**5. CONSULTANT'S SERVICES**

- 5.1 Consultant shall perform all work in accordance with the professional standards of Consultant's profession and in a manner reasonably satisfactory to City. Consultant shall comply with all applicable federal, state and local laws and regulations, including the conflict of interest provisions of Government Code Section 1090 and the Political Reform Act (Government Code Section 81000 *et seq.*).
- 5.2 During the term of this Agreement, Consultant shall not perform any work for another person or entity for whom Consultant was not working at the

Commencement Date if such work would require Consultant to abstain from a decision under this Agreement pursuant to a conflict of interest statute.

- 5.3 Consultant represents that it has, or will secure at its own expense, all personnel required to perform the services identified in the Scope of Services. All such services shall be performed by Consultant or under its supervision, and all personnel engaged in the work shall be qualified to perform such services. Christine Donoghue shall be Consultant's project manager for the Environmental Services and Trayci Nelson shall be project manager for the land use entitlement processing work. Each project manager shall have direct responsibility for management of Consultant's performance under this Agreement pertaining to their scope of services. No change shall be made in Consultant's project administrators without City's prior written consent.

## **6. COMPENSATION**

- 6.1 City agrees to compensate Consultant for the Initial Consultation Services provided under this Agreement, and Consultant agrees to accept in full satisfaction for such services, payment in accordance with the Fee Schedule set forth in Section 3.2 of this Agreement.
- 6.2 In order for City to accurately track the amount of expenses so as not to exceed the \$15,000 cap (\$7,500 to Consultant and \$7,500 to City), each Project Manager shall submit an informal weekly accounting of their time expended on this Project. This accounting may be limited to name, time, hours expended, and total for the week without the full detail that is required for an invoice. This informal accounting may be by way of email to the City Manager.
- 6.2.1 If the City Manager determines that the cap is being reached, he shall immediately notify Consultant to cease any further services.
- 6.2.2 If the City Manager fails to provide timely notification to Consultant, City shall be responsible for such fees.
- 6.2.3 If Consultant fails to provide timely notification of services rendered to the City Manager, City shall not be responsible for such services if the amount exceeds the Developer's deposit.
- 6.3 Consultant shall submit invoices for services performed pursuant to this Agreement no more often than once a month. Each invoice shall itemize the services rendered during the billing period and the amount due. Within ten business days of receipt of the invoice, City shall notify Consultant in writing of any disputed amounts included on the invoice. Within forty-five calendar days of receipt of the invoice, City shall pay all undisputed amounts included on the invoice. City shall not withhold applicable taxes or other payroll deductions from payments made to Consultant unless otherwise required by law.

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

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

## **8. RELATIONSHIP OF PARTIES**

Consultant is, and shall at all times remain as to City, a wholly independent contractor. Consultant shall have no power to incur any debt, obligation, or liability on behalf of City or otherwise to act on behalf of City as an agent. Neither City nor any of its agents shall have control over the conduct of Consultant or any of Consultant's employees, except as set forth in this Agreement. Consultant shall not represent that it is, or that any of its agents or employees are, in any manner employees of City. Under no circumstances shall Consultant or its employees look to the City as its employer. Consultant and its employees shall not be entitled to any benefits from City.

## **9. CONFIDENTIALITY**

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

## **10. INDEMNIFICATION**

- 10.1 To the fullest extent permitted by law, Consultant shall indemnify and hold harmless City, its officers, agents, employees and volunteers from and against any and all claims and losses, costs or expenses for any damage due to death or injury to any person, whether physical, emotional, consequential or otherwise, and injury to any property to the extent caused by Consultant's alleged negligence,

recklessness or willful misconduct of Consultant or any of its officers, employees, servants, agents, or subcontractors, or anyone directly or indirectly employed by either Consultant or its subcontractors, in the performance of this Agreement or its failure to comply with any of its obligations contained in this Agreement, except such loss or damage which is caused by the sole active negligence or willful misconduct of the City. Such costs and expenses shall include reasonable attorneys' fees due to counsel of City's choice, expert fees and all other costs and expenses of litigation.

- 10.2 City shall have the right to offset against any compensation due Consultant under this Agreement any amount due City from Consultant as a result of Consultant's failure to pay City promptly, any indemnification arising under this Section 10 and any amount due City from Consultant arising from Consultant's failure to (i) pay taxes on amounts received pursuant to this Agreement; (ii) satisfy obligations to any governmental entity, or (iii) comply with applicable workers' compensation laws.
- 10.3 The obligations of Consultant under this Section 10 are not limited by the provisions of any workers' compensation statute or similar act.
- 10.4 Consultant agrees to obtain executed indemnity agreements with provisions identical to those set forth in this Section 10 from each and every subcontractor or any other person or entity involved by, for, with or on behalf of Consultant in the performance of this Agreement. If Consultant fails to obtain such indemnity obligations from others as required herein, or if such agreements prove to be inadequate to protect City for any reason, Consultant agrees to be fully responsible and to indemnify, hold harmless and defend City, its officers, agents, employees and volunteers from and against any and all claims and losses, costs or expenses for any damage due to death or injury to any person and injury to any property resulting from any alleged intentional, reckless, negligent, or otherwise wrongful acts, errors or omissions of Consultant's subcontractors or any other person or entity involved by, for, with or on behalf of Consultant in the performance of this Agreement. Such costs and expenses shall include reasonable attorneys' fees incurred by counsel of City's choice.
- 10.5 City does not, and shall not, waive any rights that it may possess against Consultant because of the acceptance by City, or the deposit with City, of any insurance policy or certificate required pursuant to this Agreement. This hold harmless and indemnification provision shall apply regardless of whether or not any insurance policies apply to the claim, demand, damage, liability, loss, cost or expense.

## **11. INSURANCE**

- 11.1 During the term of this Agreement, Consultant shall carry, maintain, and keep in full force and effect insurance against claims for death or injuries to persons or damages to property that may arise from or in connection with Consultant's performance of this Agreement. Such insurance shall be of the types and in the

amounts as set forth below:

- 11.1.1 Comprehensive General Liability Insurance with coverage limits of not less than One Million Dollars (\$1,000,000) for each occurrence and in the aggregate for any personal injury including products and operations hazard, contractual insurance, broad form property damage, independent consultants, personal injury, death, loss underground hazard, and explosion and collapse hazard where applicable. General Liability coverage shall be amended so that Consultant and its managers, affiliates, employees, agents, and other persons necessary or incidental to its operation are insureds. Coverage shall be at least as broad as Insurance Services Office form no. GL 0002 (Ed. 01/96) covering Comprehensive General Liability and Insurance Services Office form no. GL 0404 covering Broad Form Comprehensive General Liability; or Insurance Services Office Commercial General Liability coverage ("occurrence") Form no. CG 0001.
- 11.1.2 Automobile Liability Insurance for vehicles used in connection with the performance of this Agreement with minimum limits of One Million Dollars (\$1,000,000) per claimant and One Million dollars (\$1,000,000) per incident. Coverage shall be at least as broad as the coverage described in Insurance Services Office Form Number CA 0001 (Ed. 12/93) covering Automobile Liability, Code 1 "any auto", or Code 2 "owned autos" and Endorsement CA 0025. Coverage shall also include Code 8 "hired autos" and Code 9 "nonowned autos."
- 11.1.3 Worker's Compensation insurance if and as required by the laws of the State of California.
- 11.1.4 Professional Errors and Omissions Insurance with coverage limits of not less than One Million Dollars (\$1,000,000).
- 11.2 Consultant shall require each of its subcontractors to maintain insurance coverages that meet all of the requirements of this Agreement.
- 11.3 The policy or policies required by this Agreement shall be issued by an insurer admitted in the State of California and with a rating of at least A:VII in the latest edition of Best's Insurance Guide.
- 11.4 Consultant agrees that if it does not keep the aforesaid insurance in full force and effect this Agreement, at City's option, shall immediately terminate.
- 11.5 At all times during the term of this Agreement, Consultant shall maintain on file with City's Risk Manager a certificate or certificates of insurance showing that the policies required by this Agreement are in effect in the required amounts and naming the City and its officers, employees, agents and volunteers as additional insureds. Consultant shall file with City's Risk Manager such certificate(s) prior to commencement of work under this Agreement.

- 11.6 Consultant shall provide proof to the City's Risk Manager that policies of insurance required herein expiring during the term of this Agreement have been renewed or replaced with other policies providing at least the same coverage at least two weeks prior to the expiration of the coverages.
- 11.7 The general liability and automobile policies of insurance required by this Agreement shall contain endorsements naming City and its officers, employees, agents and volunteers as additional insureds. All of the policies required under this Agreement shall contain an endorsement providing that the policies cannot be canceled or reduced except on thirty days' prior written notice to City. Consultant agrees to require its insurer to modify the certificates of insurance to delete any exculpatory wording stating that failure of the insurer to mail written notice of cancellation imposes no obligation, and to delete the words "endeavor to" with regard to any notice provisions.
- 11.8 The insurance provided by Consultant shall be primary to any other coverage available to City. Any insurance or self-insurance maintained by City and/or its officers, employees, agents or volunteers, shall be in excess of Consultant's insurance and shall not contribute with it.
- 11.9 All insurance coverage provided pursuant to this Agreement shall not prohibit Consultant, and Consultant's employees, agents or subcontractors, from waiving the right of subrogation prior to a loss. Consultant hereby waives all rights of subrogation against the City.
- 11.10 Any deductibles or self-insured retentions must be declared to and approved by the City. Consultant shall either reduce or eliminate the deductibles or self-insured retentions with respect to City, or Consultant shall procure a bond guaranteeing payment of losses and expenses.
- 11.11 Procurement of insurance by Consultant shall not be construed as a limitation of Consultant's liability or as full performance of Consultant's duties to indemnify, hold harmless and defend under Section 10 of this Agreement.

## **12. MUTUAL COOPERATION**

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

### **13. RECORDS AND INSPECTIONS**

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

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

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

### **15. NOTICES**

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

If to City:

City of Bradbury  
600 Winston Avenue  
Bradbury, CA 91008  
Attn: Kevin Kearney  
Email – kkearney@cityofbradbury.org  
Telephone: (626) 358-3218  
Facsimile: (626) 303-5154

With a courtesy copy to:

Cary S. Reisman, City Attorney  
Wallin, Kress, Reisman & Kranitz, LLP  
11355 Olympic Blvd., Suite 300  
Los Angeles, CA 90064  
Email: reisman@wkrklaw.com  
Telephone: (310) 450-9582  
Facsimile: (310) 450-0506

If to Consultant for Environmental  
Services:

Michael Baker International, Inc.  
3536 Concourses Street, Suite 100  
Ontario, CA 91765  
Attn: Christine Donoghue  
Email – christine.donoghue@mbakerintl.com  
Telephone: (909) 974-4900  
Facsimile: (909) 974-4004

If to Consultant for Land Use  
Entitlement Processing Services:

Michael Baker International, Inc.  
3760 Kilroy Airport Way, Suite 270  
Long Beach, CA 90806  
Attn: Al Warot  
Email – awarot@mbakerintl.com  
Telephone (562) 200-7165  
Facsimile: (562) 200-7166

**16. SURVIVING COVENANTS**

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

**17. TERMINATION**

17.1. City may terminate this Agreement for any reason on five calendar days' written notice to Consultant for any reason. Consultant may only terminate this Agreement for any reason on thirty calendar days' written notice to City and only for cause. Consultant agrees to cease all work under this Agreement on or before the effective date of any notice of termination. All City data, documents, objects, materials or other tangible things shall be returned to City upon the termination or expiration of this Agreement.

17.2 If City terminates this Agreement due to no fault or failure of performance by Consultant, then Consultant shall be paid for work performed in accordance with the terms and conditions of this agreement at the time of termination. In no event shall Consultant be entitled to receive more than the amount that would be paid to Consultant for the full performance of the services required by this Agreement.

**18. [OMITTED]**

**19. GENERAL PROVISIONS**

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

19.2 In the performance of this Agreement, Consultant shall not discriminate against any employee, subcontractor, or applicant for employment because of race, color, creed, religion, sex, marital status, sexual orientation, national origin, ancestry, age, physical or mental disability medical condition or any other unlawful basis.

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

19.4 The waiver by City or Consultant of any breach of any term, covenant or

condition of this Agreement shall not be deemed to be a waiver of such term, covenant or condition or of any subsequent breach of the same or any other term, covenant or condition of this Agreement. No term, covenant or condition of this Agreement shall be deemed to have been waived by City or Consultant unless in a writing signed by one authorized to bind the party asserted to have consented to the waiver.

- 19.5 Consultant shall not be liable for any failure to perform if Consultant presents acceptable evidence, in City's sole judgment, that such failure was due to causes beyond the reasonable control of Consultant.
- 19.6 Each right, power and remedy provided for herein or now or hereafter existing at law, in equity, by statute, or otherwise shall be cumulative and in addition to every other right, power, or remedy provided for herein or now or hereafter existing at law, in equity, by statute, or otherwise. The exercise, the commencement of the exercise, or the forbearance from the exercise by any party of any one or more of such rights, powers or remedies shall not preclude the simultaneous or later exercise by such party of any of all of such other rights, powers or remedies. If legal action shall be necessary to enforce any term, covenant or condition herein contained, the party prevailing in such action, whether or not reduced to judgment, shall be entitled to its reasonable court costs, including any accountants' and attorneys' fees incurred in such action. The venue for any litigation shall be Los Angeles County, California and Consultant hereby consents to jurisdiction in Los Angeles County for purposes of resolving any dispute or enforcing any obligation arising under this Agreement.
- 19.7 If any term or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, then such term or provision shall be amended to, and solely to, the extent necessary to cure such invalidity or unenforceability, and in its amended form shall be enforceable. In such event, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Agreement shall be valid and enforced to the fullest extent permitted by law.
- 19.8 This Agreement shall be governed and construed in accordance with the laws of the State of California.

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

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

**"City"**  
**City of Bradbury**

By: \_\_\_\_\_  
Richard G. Barakat, Mayor

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

Attest:

\_\_\_\_\_  
Claudia Saldana, City Clerk

Approved as to form:

\_\_\_\_\_  
Cary S. Reisman, City Attorney

**"Consultant"**  
**Michael Baker International, Inc.**

By: \_\_\_\_\_  
Name: Robert Schlesinger

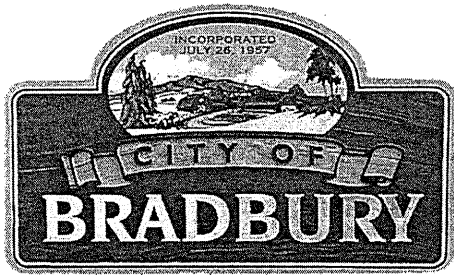
Title: Sr. Vice President

Date: 7/12/18

By: \_\_\_\_\_  
Name: Michael Tylman

Title: Assistant Secretary

Date: 7/12/18



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

## City of Bradbury Agenda Memo

TO: Honorable Mayor and Members of the City Council

FROM: Kevin Kearney, City Manager

DATE: July 17, 2018

SUBJECT: **AGREEMENT BETWEEN THE CITY OF BRADBURY AND NEVIS CAPITAL, LLC FOR THE PAYMENT OF FEES AND COSTS RELATED TO CONTRACT ENVIRONMENTAL, PLANNING, ENGINEERING AND LEGAL SERVICES FOR INITIAL CONSULTATION ON DEVELOPMENT OF CHADWICK RANCH ESTATES**

ATTACHMENTS: 1. Agreement between City of Bradbury and Nevis Capital, LLC.

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### SUMMARY

The developer for the Chadwick Ranch Estates development project, Nevis Capital, LLC, desires initial consultation with City Staff and Michael Baker International on their development project. As a result, the attached contract between the City and Nevis Capital, LLC outlines terms for such consultation services.

It is recommended that the City Council adopt the agreement between the City of Bradbury and Nevis Capital, LLC.

### DISCUSSION

Nevis Capital, LLC ("developer") owns three parcels of property consisting of approximately 111 acres in the City of Bradbury, known as Chadwick Ranch Estates. The developer has filed an application for development of the property and desires to develop the area into fifteen (15) residential properties. Before embarking on a full environmental review process, the developer desires initial consultation services of City Staff.

FOR CITY COUNCIL AGENDA 7-17

AGENDA ITEM # 1.F

Because the City does not have sufficient resources to provide initial consultation services, to prepare or review environmental documentation and related studies, reports and analysis, and to process the development, the City has determined it is in its best interest to engage Michael Baker International to assist with the development as the City's Environmental and Planning Consultant.

Section 2.07.330(b)(2) of the Bradbury Municipal Code authorizes the City to directly engage Michael Baker International without going out for a new Request for Proposal. Michael Baker International is the City's Environmental and Planning Consultant for the development of the neighboring property, Oak View Estates. Use of Michael Baker International will ensure consistency between the two analyses and provide an economy of scale, as some analysis from the Oak View Estates project will be applicable to the Chadwick Ranch Estates project. Additionally, the Oak View Estates project will need to be examined as a cumulative project with the Chadwick project.

The City believes that it is in the public interest for the developer to pay for the described services in the agreement. Pursuant to the agreement, the developer will be required to make a sizable deposit within ten (10) business days – July 31, 2018 – of execution and delivery of the agreement. The City will draw down upon the deposit when services are utilized.

### **FINANCIAL ANALYSIS**

As part of the agreement, the developer agrees to pay for all professional costs and expenses related to the initial consultation up to a maximum of fifteen thousand dollars (\$15,000). Since services utilized as part of this agreement will be paid for by the developer's deposit, the agreement poses no significant financial impact to the City.

### **STAFF RECOMMENDATION**

It is recommended that the City Council adopt the agreement between the City of Bradbury and Nevis Capital, LLC.

# ATTACHMENT #1

**AGREEMENT  
BETWEEN THE CITY OF BRADBURY AND NEVIS CAPITAL, LLC  
FOR THE PAYMENT OF FEES AND COSTS RELATED TO  
CONTRACT ENVIRONMENTAL, PLANNING, ENGINEERING AND LEGAL  
SERVICES FOR INITIAL CONSULTATION ON DEVELOPMENT OF CHADWICK  
RANCH ESTATES**

This Agreement ("Agreement") is entered into as of July 17, 2018, by and between the City of Bradbury, California, a General Law city and municipal corporation ("City"), and Nevis Capital, LLC ("Developer"), who agree as follows:

1. **Recitals.** This Agreement is made with reference to the following facts and circumstances:

A. Developer owns three parcels of real property ("Property") consisting of approximately 111 acres in the City of Bradbury, known as Chadwick Ranch Estates.

B. Developer has filed applications to develop the Property with a residential development consisting of fifteen (15) residential properties; the applications include a Specific Plan, Zoning Code Amendment, Zone Change and tract map to divide the three existing parcels into fifteen residential lots (the "Project"). Additionally, environmental review will have to be conducted under the California Environmental Quality Act ("CEQA") and the appropriate environmental document (the "Environmental Document") will have to be prepared and reviewed.

C. City does not have sufficient resources to prepare or review the Environmental Document and related studies, reports and analyses, and to process the Project. In order for City to process the Project, City will need to hire a contract environmental consultant. Additionally, the Project will require the services of a planner (which services will be provided by the City's contract planner and MBI personnel), as well as engineering, landscape architecture and legal services, to be provided by the City's contract engineer, contract landscape architect and contract City Attorney firm, respectively.

D. City has determined that it is in its best interests to engage Michael Baker International (MBI) to assist with the Project as they are the City's Environmental and Planning Consultant for the development of the neighboring property (Oak View Estates). Use of MBI will ensure consistency between the two analyses and provide an economy of scale as some analysis from the Oak View Estates project will be applicable to this project. Additionally, the Oak View Estates project will need to be examined as a cumulative project with the Chadwick project.

E. City initially provided Developer with a proposed reimbursement agreement to cover environmental consulting and contract services for the entirety of the project in the amount of \$219,200.

F. Before Developer undertakes development of the Project, provides the required deposits, and expends the amounts required by the initial Reimbursement

Agreement, Developer desires to engage in preliminary review and consultation with the City and its Consultants regarding the feasibility of the Project.

G. City believes it is in the public interest for Developer to pay for the above-described Services.

H. Developer desires to move forward with the initial consultation for its Project subject to the reimbursement obligations set forth herein.

2. Agreement to Pay for Initial Consultation.

Developer agrees to pay for all professional costs and expenses related to the Initial Consultation as provided for in this Agreement up to a maximum of fifteen thousand dollars (\$15,000.00).

3. Environmental Consultant Costs.

MBI will provide Initial Consultation Services relating to environmental issues at the rate of \$170/hour.

4. Other Contract Services.

The City's contract City Attorney firm, contract planner, contract landscape architect and contract engineer will provide Services in connection with this Project, on an hourly basis. The City's contract City Attorney firm's hourly billing rate for reimbursable services is three hundred dollars (\$300.00) per hour for any work completed prior to July 1, 2018 and three hundred and fifteen dollars (\$315.00) per hour for work completed thereafter. The contract City planner's hourly rate is One Hundred Sixty Five Dollars (\$165.00), the landscape architect's rate is One Hundred Twenty Dollars (\$120.00) and the contract engineer's hourly rate is One Hundred Forty-Seven Dollars (\$147.00) per hour. The rates for the planning services to be provided by MBI are One Hundred Fifty-five Dollars (\$155) per hour for the Lead Land Use Entitlement Manager and Eighty-Five Dollars (\$85) per hour for land use entitlement technical support staff.

5. Deposits.

A. Within ten (10) Business Days of execution and delivery of this Agreement by all parties, Developer agrees to deposit with City the sum of fifteen thousand dollars (\$15,000.00) for Initial Consulting Services.

B. It is understood and agreed that the deposit provided by Developer shall cover reimbursement for expenses already incurred by City relating to the Project from the time the initial application was submitted to the City on March 7, 2018 to the present which totals the sum of one thousand dollars and seventy-seven dollars and fifty cents (\$1,077.50).

C. City shall provide Developer with monthly statements of draws against this deposit, accompanied by invoices, time records, or other reasonable back-up therefor.

City may redact bills if necessary to maintain attorney-client confidentiality or work-product privilege, but a general summary of attorney work and hours shall be provided.

D. Developer understands that no Initial Consultation work will take place on this project until the deposit is made.

E. The deposit will be placed in a non-interest bearing trust account. Developer understands and agrees that City will not pay interest to Developer on the deposit, and Developer will not seek interest payments from City on any unused portion of the deposit.

F. No later than forty (40) days after the earliest to occur of: (1) Developer notifies City in writing of its intent to process the application and enters into a reimbursement agreement for such services, (2) Developer notifies City in writing of its withdrawal of the Project applications, or (3) the Project is otherwise abandoned, City will provide Developer with a final accounting of costs and expenses, accompanied by invoices, time records or other reasonable back-up therefor, which accounting the Developer agrees will be conclusive, in the absence of manifest error. Should the total reimbursement amount required for any Services be less than the total amount deposited by Developer with respect to such Services, City will refund any remaining deposit amount relating to such Services to Developer within forty-five (45) days after determining the final reimbursement amount for such Services.

6. Other Costs. Developer acknowledges that the cost of the Initial Consulting services does not include all application, permitting, inspection, or other fees which may be charged by City in connection with the Project. To the extent the fees ordinarily charged by City for projects similar to the Project relate to costs that are not reimbursed under this Agreement, such fees shall be separately paid in accordance with the relevant City fee schedule.

7. Independence of Consultants.

A. During the term of this Agreement, Developer will not directly or indirectly enter or propose to enter into any financial or business relationship with any of City's consultants that are working on the Project.

B. Developer hereby acknowledges and agrees as follows:

i. City has sole discretion to select which of its employees or independent contractors are assigned to work on Developer's application;

ii. City has sole discretion to determine which persons City will hire as consultants to work on Developer's application.

iii. As between City and Developer, City has sole discretion to direct the work and evaluate the performance of the consultants whom the City hires to work on Developer's application. City retains the right to terminate or replace at any time any consultant who is assigned to work on Developer's application.

iv. City has sole discretion to determine the amount of compensation paid to consultants hired by City to work on Developer's application.

v. City, not Developer, shall pay consultants hired or assigned by City to work on Developer's application from a deposit account under the exclusive control of City, which is to be funded by Developer as set forth in this Agreement.

C. Neither Developer nor its officers, employees or agents, shall communicate with MBI's environmental consultant team during the term of this Agreement without prior approval of the City, unless such communication is initiated by MBI to obtain information about the Project which is needed to prepare the Environmental Document.

8. Term and Termination. Absent a formal withdrawal of the Project application(s), Developer shall not be entitled to terminate this Agreement. The term of this Agreement shall commence upon the execution and delivery of this Agreement by all parties hereto and shall terminate on the earliest to occur of: (a) Developer notifying the City in writing that it wishes to move forward with the project; or (b) Developer notifying the City in writing that it formally withdraws its Project applications.

9. Compliance with Law. Developer will, at its sole cost and expense, comply with all of the requirements of all federal, state, and local laws now in force, or which may hereafter be in force, pertaining to this Agreement.

10. Waiver of Breach. Any express or implied waiver of a breach of any term of this Agreement will not constitute a waiver of any further breach of the same or any other term of this Agreement.

11. Notices. Except as otherwise expressly provided by law, all notices or other communications required or permitted by this Agreement or by law to be served on or given to either party to this Agreement by the other party shall be in writing and will be deemed received on: (i) the day of delivery if delivered by hand, e-mail (with confirmation of receiving party) and fax (both email and fax required for notices delivered by email or fax), or overnight courier service, during regular business hours; or (ii) on the third business day following deposit, with postage prepaid, in the United States Postal Service and addressed to the contracting parties if sent by United States Mail. Name, address, telephone numbers, and e-mail addresses of the Parties for notice are as follows:

**City :** City of Bradbury  
600 Winston Ave.  
Bradbury, CA 91008  
Attention: Kevin Kearney, City Manager  
Telephone: 626/358-3218  
Email: kkearney@cityofbradbury.org

**A Copy to:** Cary S. Reisman  
City Attorney, City of Bradbury  
11355 Olympic Boulevard, Suite 300  
Los Angeles, CA 90064  
Telephone: (310) 450-9582  
Fax: (310) 450-9586  
E-mail: cary@wkrklaw.com

**Developer:** Jeff Lee  
Nevis Capital, LLC  
335 N. Berry Street  
Brea, CA 92821  
Telephone: (714) 990-5677  
Email: jeff@nevishomes.com

Either party may change its address for the purpose of this section by giving written notice of the change to the other party.

12. **Interpretation.** This Agreement is deemed to have been prepared by all of the parties hereto, and any uncertainty or ambiguity herein shall not be interpreted against the drafter, but rather, if such ambiguity or uncertainty exists, shall be interpreted according to the applicable rules of interpretation of contracts under the law of the State of California.

13. **Business Day.** For purposes of this Agreement, "Business Day" means any day other than a Saturday, Sunday, a federal holiday, or a day on which City Hall for the City of Bradbury is closed for the conduct of regular business.

14. **Successors.** This Agreement shall be binding on and inure to the benefit of the successors and assigns of the respective parties hereto. However, this Agreement shall not be assigned by Developer in whole or in part without the prior written consent of City.

15. **Governing Law.** This Agreement has been made in and will be construed in accordance with the laws of the State of California, and exclusive venue for any action involving this Agreement will be in Los Angeles County.

16. Partial Invalidity. Should any provision of this Agreement be held by a court of competent jurisdiction to be either invalid or unenforceable, the remaining provisions of this Agreement will remain in effect, unimpaired by the holding.

17. Integration. This instrument constitutes the sole agreement between City and Developer respecting the above matters, and correctly sets forth the obligations of City and Developer. Any Agreements or representations by City to Developer not expressly set forth in this instrument are void.

18. Construction. The language of each part of this Agreement will be construed simply and according to its fair meaning, and this Agreement will never be construed either for or against either party, whether or not that party drafted all or a portion hereof.

19. Authority/Modification. Each party represents and warrants that all necessary action has been taken by such party to authorize the undersigned to execute this Agreement on behalf of such party and to engage in the actions of such party described herein. This Agreement may be modified solely by written amendment signed by both City and Developer. City's City Manager, or designee, may execute any such amendment on behalf of City.

20. Counterparts. This Agreement may be executed in any number of counterparts, each of which will be an original, but all of which together will constitute one instrument executed on the same date.

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

**CITY OF BRADBURY**

By: \_\_\_\_\_  
Richard G. Barakat  
Mayor

**ATTEST:**

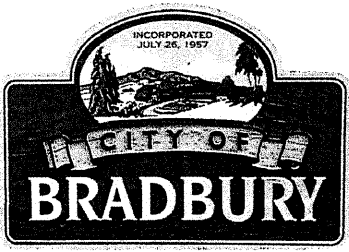
By: \_\_\_\_\_  
Claudia Saldana  
City Clerk

**DEVELOPER**

By:   
Jeff Lee

**APPROVED AS TO FORM:**

By: \_\_\_\_\_  
Cary S. Reisman  
City Attorney



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

## City of Bradbury Agenda Memo

TO: Honorable Mayor and Members of the City Council

FROM: Scarlett Santos Leon, Management Analyst

DATE: July 17, 2018

SUBJECT: **A Grant Opportunity for a Bradbury Community Wildfire Protection Plan**

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### **SUMMARY**

In June 2018, Staff submitted a Hazard Mitigation Grant Program Notice of Interest to the California Governor's Office of Emergency Responses (Cal OES) requesting grant funds to use toward the development of a California Wildfire Protection Plan. Staff recently received confirmation the proposed plan was determined to be an eligible Hazard Mitigation Grant Program (HMGP) activity and invited the City to develop a full subapplication for consideration of HMGP funding.

Staff recommends that City Council review this report and direct Staff on how to proceed with the grant to request funding for the development of a CWPP.

### **BACKGROUND**

The City Council has expressed the completion of a Community Wildfire Protection Plan (CWPP) to be a City priority since the adoption of the 2014/2015 Work Plan. During the June meeting, the completion of a CWPP was again listed a priority for the 2018/2019 Work Plan.

A CWPP defines wildfire threat risk areas within and adjacent to the community for interface fires, identifies measures necessary to mitigate those risks (i.e. tree removal, spacing, pruning), and outlines a plan of action and proposed cost to implement these measures.

Many cities throughout the State of California, including the cities of La Verne and Monrovia, have opted with creating a CWPP for their respective communities as a

safety measure and to increase the likelihood of receiving State and/or Federal grant funds for fire mitigation activities.

A CWPP also has the potential to introduce additional benefits to the community including:

- Creating a bridge of communication between the City and the Los Angeles County Fire Department (LACFD) to better address fire threats and develop mitigation projects collaboratively;
- Providing the City's Emergency Response Committee, other community members, and City Staff with the opportunity to form stronger relationships among themselves, with LACFD, with resource management agencies tasked with reducing hazardous fuel, and with other involved stakeholders during the development process; and,
- Organizing action plans to mitigate fire hazards tailored to the City's specific needs based on the findings from the CWPP.

Developing a CWPP would not only fulfill an item from the City's current Work Plan, it is also consistent with the City's most recent Local Hazard Mitigation Plan (LHMP) which identifies the City at high risk of wildfire probability. As a result, the LHMP suggests the City identify and pursue funding opportunities to develop and implement local and city mitigation activities, and allocate City resources and assistance to develop and implement local and city mitigation activities.

Drafting a CWPP without the assistance of a consultant has proven to be a challenge due to the research, data analysis, and mapping requirements that are beyond Staff's expertise. Staff researched the cost to develop a CWPP and found the average cost is approximately \$60,000.

## **FINANCIAL REVIEW**

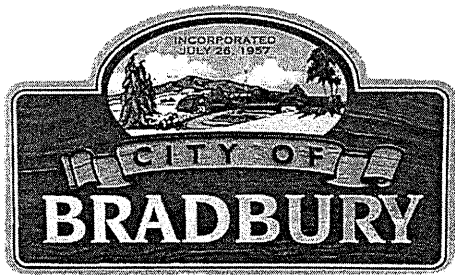
As part of the Hazard Mitigation Grant Program requirements, activities cannot exceed 75 percent of the total eligible cost and the subapplicant must provide minimum of 25 percent of the total project cost. As a result, should the City Council desire to move forward with the grant application, the City may be required to provide \$15,000 in funding and request \$45,000 in grant funds to supplement the cost toward a Community Wildfire Protection Plan (CWPP).

However, the \$15,000 may not be an accurate reflection of the amount the City would have to supplement given the grant allows for in-kind contributions, which are non-cash donations of a good or service that can be given a value. Time dedicated by the Los Angeles County Fire Department personnel, City Staff, the Emergency Response Committee, and other community volunteers may be accounted for and used as in-kind donations to reduce the amount of monetary contributions made by the City.

The City was notified of the project's eligibility last week and if allowed time to do further research, Staff may be able to provide a more representative estimate of how much monetary funding the City will need to contribute for the completion of a CWPP by the August Council meeting.

**STAFF RECOMMENDATION**

Staff recommends that City Council review this report and direct Staff on how to proceed with the grant to request funding for the development of a Community Wildfire Protection Plan.



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

## City of Bradbury Agenda Memo

TO: Honorable Mayor and Members of the City Council

FROM: Kevin Kearney, City Manager

DATE: July 17, 2018

SUBJECT: **DISCUSSION ON PROPERTY MAINTENANCE STANDARDS FOR CONSTRUCTION PROJECTS**

ATTACHMENTS: 1. City of San Marino – Notice to Contractors  
2. City of San Marino Municipal Code – Maintenance Standards for Construction Projects  
3. City of Beverly Hills Municipal Code – Restrictions on Construction Activity  
4. City of Bradbury Municipal Code – Property Maintenance Standards

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### SUMMARY

Pursuant to a recent Councilmember request, this report discusses the City's current property maintenance standards in relation to construction sites and reviews how the Cities of San Marino (Attachment #1 & #2) and Beverly Hills (Attachment #3) address construction sites.

It is recommended that the City Council review this report and direct Staff on how to proceed. Should there be a desire to amend the City's municipal code, Staff will return with an ordinance at the next meeting based on the Council's direction.

### DISCUSSION

The City has current Property Maintenance Standards (Attachment #4) that address property standards for residential zonings within the City. Typically, these standards are meant to address standards for homes that have already been built and occupied.

FOR CITY COUNCIL AGENDA 7-17

AGENDA ITEM # 4

Although these standards can be addressed to homes under construction, it could be argued that construction sites do not always apply, simply due to the nature of construction activity. As such, Staff has not been aggressive in applying these standards to construction sites.

Other cities, such as San Marino and Beverly Hills, have specific sections in their municipal codes that address property maintenance standards for construction projects. For example, San Marino specifically addresses unsightly materials be screened from public, keeping trash/litter removed from the job site and removed from public view on a daily basis, and maintaining mowing, trimming, weeding and irrigation upkeep throughout the duration of the construction project, among others. The City of Beverly Hills, in section 5-1-205(B), prohibits persons employed for the purposes of construction, maintenance, or repair work from entering the job site prior to their posted construction hours.

### **FINANCIAL ANALYSIS**

There is no significant financial impact associated with this report.

### **STAFF RECOMMENDATION**

It is recommended that the City Council review this report and direct Staff on how to proceed. Should there be a desire to amend the City's municipal code, Staff will return with an ordinance at the next meeting based on the Council's direction.

# ATTACHMENT #1



## CITY OF SAN MARINO

# NOTICE TO CONTRACTORS

### NEW ORDINANCE REGULATING PROPERTY MAINTENANCE FOR CONSTRUCTION PROJECTS

Effective July 29, 2013, you will be held accountable to maintain the outward appearance of properties where a building permit has been issued. Please become familiar with the required list of property maintenance standards by reading Ordinance No. O-13-1273. Copies are available in the Planning and Building Department. The following is an example of some of the new requirements:

- The location and screening of portable toilets
- The need to screen construction equipment and materials from public view
- The need to provide healthy landscaping in areas visible from public view
- Measures needed to protect established trees
- The need to install sandbags and/or silt screens during the rainy season
- Except for interior remodels, the need to install a sign with the Contractor's contact information

The purpose of these requirements is to ensure that the exceptional outward appearance of San Marino's neighborhoods is preserved. All efforts made to comply with these requirements are greatly appreciated.

*Sincerely,*

*The City of San Marino Planning and Building Department*



# CITY OF SAN MARINO

ORDINANCE NO. O-13-1273

## AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SAN MARINO AMENDING THE CITY CODE BY ESTABLISHING MINIMUM REQUIRED PROPERTY MAINTENANCE STANDARDS FOR CONSTRUCTION PROJECTS

THE CITY COUNCIL OF THE CITY OF SAN MARINO HEREBY ORDAINS AS FOLLOWS:

**SECTION 1.** Section 25.01.08 of Article 25, Chapter I of the San Marino City Code is hereby added as follows:

### 25.01.08: PROPERTY MAINTENANCE STANDARDS FOR CONSTRUCTION PROJECTS

All projects for which a valid building permit has been issued shall adhere to the following maintenance standards:

1. Except for interior remodel projects, one sign, visible from the street, must be posted, listing a contact name, company, and phone number. Said sign may be attached to a construction fence and no greater than six (6) square feet in area nor have a length greater than 36 inches.
2. Construction materials, equipment, and portable facilities must be screened from public view.
3. Construction fencing may be used on any construction site. The fencing and any screening material shall be maintained in good condition. Opaque, dark green screening material is preferred. It shall be tightly secured to the fencing, free of holes and without advertising.
4. Portable toilets shall be placed in the rear of the property with a minimum 10' setback from side yard and rear yard property lines. If existing conditions prohibit access for the drop-off or the servicing of the portable toilet, the unit can be placed in the front yard provided the unit is placed no further than 5' from the front of the house and 10' from any side property lines. The door opening shall not face either the street or an adjacent property and shall remain closed at all times. Portable toilets shall be screened from public view at all times. No more than one toilet shall be used per property. Portable toilets shall be serviced a minimum of twice a week. Exceptions to these requirements shall be reviewed and approved by the Planning and Building Director or his/her designee.
5. Roll-off containers shall be in good condition and appearance and emptied on a regular basis. Containers shall be placed on private property unless an encroachment permit is obtained. Under certain circumstances, permits can be obtained from the Police Department for residents' vehicles to park overnight on the street if the roll-off container occupies the driveway.
6. All construction equipment, storage bins and portable toilets shall be kept free of graffiti.
7. Construction materials, equipment, or debris shall not be placed on public property unless an encroachment permit has first been granted for such placement from Planning and Building and the Public Works Department. Conditions may be imposed to ensure appropriate safety signage, insurance and bonds.
8. Any dirt or debris tracked onto streets and sidewalks shall be removed immediately. All trash and litter on the job site shall be removed from public view on a daily basis.
9. Construction worker vehicles and equipment shall not block public sidewalks.
10. Existing landscaping shall be maintained in good condition in areas visible from public view, including the City parkway area. The property owner or contractor shall be responsible for mowing, trimming, weeding and irrigating these areas as needed throughout the duration of the construction project.
11. A waste management form/plan shall be submitted at plan check and project final whenever the scope of work for a residential addition of 1,000 square feet or more; new construction of 1,000 square feet or more; a demolition project of 1,000 square feet or more, or tenant improvement projects 3,000 square feet or more is proposed.
12. A tree protection plan shall be submitted at plan check for all established trees where any construction activity takes place within the drip line of the canopy.
13. Sandbags, silt screens, or any similar methods are required to be installed on all projects during the rainy season (October-April) to prevent dirt, mud, and debris from flowing into the storm drain system. This shall be required only when the front, side, or rear yard landscaping isn't being maintained.
14. A Storm Water Pollution Prevention Plan (SWPPP) shall be submitted to the Planning and Building Department during the plan check process for all projects which disturb one or more acres of soil or whose projects disturb less than one acre but are part of a larger common plan of development that in total disturbs one or more acres. Projects include soil excavation, soil grading or other construction activities where soil may be displaced during weather events or landscape water run-off.

# **ATTACHMENT #2**

## **25.01.08: PROPERTY MAINTENANCE STANDARDS FOR CONSTRUCTION PROJECTS:**

All projects for which a valid building permit has been issued shall adhere to the following maintenance standards:

- A. Except for interior remodel projects, one sign, visible from the street, must be posted, listing a contact name, company, and phone number. Said sign may be attached to a construction fence and no greater than six (6) square feet in area nor have a length greater than thirty six inches (36").
- B. Construction materials, equipment, and portable facilities must be screened from public view.
- C. Construction fencing may be used on any construction site. The fencing and any screening material shall be maintained in good condition. Opaque, dark green screening material is preferred. It shall be tightly secured to the fencing, free of holes and without advertising.
- D. Portable toilets shall be placed in the rear of the property with a minimum ten foot (10') setback from side yard and rear yard property lines. If existing conditions prohibit access for the drop off or the servicing of the portable toilet, the unit can be placed in the front yard provided the unit is placed no farther than five feet (5') from the front of the house and ten feet (10') from any side property lines. The door opening shall not face either the street or an adjacent property and shall remain closed at all times. Portable toilets shall be screened from public view at all times. No more than one toilet shall be used per property. Portable toilets shall be serviced a minimum of twice a week. Exceptions to these requirements shall be reviewed and approved by the Planning and Building Director or his/her designee.
- E. Roll-off containers shall be in good condition and appearance and emptied on a regular basis. Containers shall be placed on private property unless an encroachment permit is obtained. Under certain circumstances, permits can be obtained from the Police Department for residents' vehicles to park overnight on the street if the roll-off container occupies the driveway.
- F. All construction equipment, storage bins and portable toilets shall be kept free of graffiti.
- G. Construction materials, equipment, or debris shall not be placed on public property unless an encroachment permit has first been granted for such placement from Planning and Building and the Public Works Department. Conditions may be imposed to ensure appropriate safety signage, insurance and bonds.

- H. Any dirt or debris tracked onto streets and sidewalks shall be removed immediately. All trash and litter on the job site shall be removed from public view on a daily basis.
- I. Construction worker vehicles and equipment shall not block public sidewalks.
- J. Existing landscaping shall be maintained in good condition in areas visible from public view, including the City parkway area. The property owner or contractor shall be responsible for mowing, trimming, weeding and irrigating these areas as needed throughout the duration of the construction project.
- K. A waste management form/plan shall be submitted at plan check and project final whenever the scope of work for a residential addition of one thousand (1,000) square feet or more; new construction of one thousand (1,000) square feet or more; a demolition project of one thousand (1,000) square feet or more, or tenant improvement projects of three thousand (3,000) square feet or more is proposed.
- L. A tree protection plan shall be submitted at plan check for all established trees where any construction activity takes place within the drip line of the canopy.
- M. Sandbags, silt screens, or any similar methods are required to be installed on all projects during the rainy season (October through April) to prevent dirt, mud, and debris from flowing into the storm drain system. This shall be required only when the front, side, or rear yard landscaping is not being maintained.
- N. A stormwater pollution prevention plan (SWPPP) shall be submitted to the Planning and Building Department during the plan check process for all projects which disturb one or more acres of soil or whose projects disturb less than one acre but are part of a larger common plan of development that in total disturbs one or more acres. Projects include soil excavation, soil grading or other construction activities where soil may be displaced during weather events or landscape water runoff. (Ord. 0-13-1273, 6-28-2013)

# **ATTACHMENT #3**

## ***CITY OF BEVERLY HILLS***

### **5-1-205: RESTRICTIONS ON CONSTRUCTION ACTIVITY:**

- A. No person shall engage in construction, maintenance or repair work which requires a city permit between the hours of six o'clock (6:00) P.M. and eight o'clock (8:00) A.M. of any day, or at any time on a Sunday or public holiday unless such person has been issued an afterhours construction permit issued pursuant to subsection C of this section. In addition, no person shall engage in such work within a residential zone, or within five hundred feet (500') of a residential zone, at any time on a Saturday unless such person has been issued an afterhours construction permit issued pursuant to subsection C of this section. For the purpose of this section, "public holiday" shall mean:

1. New Year's Day.
2. Memorial Day.
3. Independence Day.
4. Labor Day.
5. Thanksgiving Day.
6. Christmas Day.

Nothing in this section shall restrict the performance of "emergency work" as that term is defined in section 5-1-102 of this chapter.

- B. No person employed for the purposes of construction, maintenance, or repair work which requires a city permit shall enter a site on which such work will be done prior to eight o'clock (8:00) A.M. Any violation of this subsection shall be deemed to be an infraction.
- C. The city building official, after consultation with appropriate city officials, may issue an afterhours construction permit authorizing work and/or entrance to a work site otherwise prohibited by this section if the city building official determines that the public interest will be served by such a permit. Situations in which the public interest may be served by the issuance of such an afterhours construction permit includes, but are not limited to, construction near school grounds, and construction that may interfere with vehicular or pedestrian traffic in heavily traveled public rights of way.
- D. Applications for an afterhours construction permit issued pursuant to subsection C of this section shall be in writing and shall set forth how the public interest will be served by issuing the permit. An afterhours construction permit may be revoked or suspended by the city building official if the city building official determines that activity conducted pursuant to the permit detrimentally affects the public health, safety or welfare. (Ord. 11-O-2613, eff. 10-31-2011)

# **ATTACHMENT #4**

## CHAPTER 109. - PROPERTY MAINTENANCE STANDARDS

## Sec. 9.109.010. - Purpose.

The purpose of this chapter is to provide minimum standards by which the property within the City shall be maintained in order to protect the public health and welfare; safeguard life, health and property, and to preserve the character of the City.

(Ord. No. 297, § 9.06.060.010, 3-20-2007)

## Sec. 9.109.020. - Applicability.

The property maintenance standards provided in this chapter are intended to apply to all property located in the various zoning districts within the City. The term "public right-of-way" as used herein, includes any private property within the confines of a Community Services District or Homeowners Association serving the same purpose as a public right-of-way.

(Ord. No. 297, § 9.06.060.020, 3-20-2007; Ord. No. 355, § 1, 5-15-2018)

## Sec. 9.109.030. - Single-family property maintenance standards; public nuisance declared.

It is hereby declared a public nuisance for any person owning, leasing, occupying or having charge or possession of any premises in the City to maintain such premises in such manner that any of the following conditions are found to exist thereon:

- (1) *Unsafe buildings.* Buildings or structures which are structurally unsafe or which are not provided with adequate egress or which constitute a fire hazard; or which are otherwise dangerous to human life; or which, in relation to existing use, constitute a hazard to safety or health or public welfare by reason of inadequate maintenance, dilapidation, obsolescence or abandonment. Buildings or structures maintained in violation of the City's building code;
- (2) *Unsafe land.* Land, the topography, geology or configuration of which, whether in natural state or as a result of grading operations, excavation or fill, causes erosion, subsidence, or surface water drainage problems of such magnitude as to be injurious to the public health, safety and welfare or to adjacent properties;
- (3) *Fire hazard.* Premises maintained so as to constitute a fire hazard by reason of woods, rank overgrowth or accumulation of debris;
- (4) *Abandoned buildings.* Buildings which are abandoned, boarded up, partially destroyed, or permitted to remain unreasonably in a state of partial construction;
- (5) *Unpainted buildings.* Unpainted buildings or buildings with peeling or deteriorating

- paint allowing the effects of sun or water to penetrate so as to cause or permit dry rot, decay, cracking, warping or termite infestation;
- (6) *Hazardous windows.* Broken windows constituting hazardous conditions and inviting trespassers and malicious mischief;
  - (7) *Fences or walls.* Fences or exterior walls which are unsafe or in a state of disrepair.
  - (8) *Overgrown vegetation.* Overgrown vegetation:
    - a. Likely to harbor rats, vermin or other nuisances; or
    - b. Causing detriment to neighboring properties or property values;
  - (9) *Hazardous vegetation.* Dead, decayed, diseased or hazardous trees, weeds and other vegetation:
    - a. Dangerous to public safety and welfare; or
    - b. Detrimental to nearby property or property values;
  - (10) *Front yard storage.* Trailers, campers, boats, recreational vehicles, construction equipment or other mobile equipment stored or parked for more than seven consecutive days, or more than 14 days in any calendar year, in the front yard areas on any premises;
  - (11) *Motor vehicles.* Motor vehicles stored in required yard areas abutting public or private streets and causing or likely to cause depreciation of nearby property values which vehicles are:
    - a. Inoperable;
    - b. Abandoned;
    - c. Wrecked;
    - d. Dismantled; or
    - e. Operable, but stored for unreasonable periods of time without being driven.
  - (12) *Unpaved parking.* Any vehicle parking on unpaved areas which are not designed as driveways, visible from the public right-of-way.
  - (13) *Attractive nuisance.* Attractive nuisances dangerous to children in the form of;
    - a. Abandoned and broken equipment;
    - b. Hazardous pools, ponds and excavations; and
    - c. Neglected machinery;
  - (14) *Discarded furniture.* Broken or discarded furniture and household equipment in front yard areas or visible from the public right-of-way for unreasonable periods and causing damage or detriment to neighboring properties;
  - (15) *Clotheslines.* Clotheslines in front yard areas;
  - (16) *Garbage containers.* Garbage cans stored in front or side yards or visible from public or private streets, except when lawfully placed for collection at the times permitted

therefor;

- (17) *Boxes and debris.* Packing boxes and other debris stored in yards and visible from public or private streets for unreasonable periods, and causing detriment to neighboring properties;
- (18) *Neglected premises.* Neglect of premises:
  - a. To spite neighbors;
  - b. To influence zone changes; or
  - c. To cause detrimental effect upon nearby property or property values;
- (19) *Public right-of-way.* Conditions not comporting with safe, clean, orderly, or sanitary maintenance on or adjacent to any public right-of-way, such as:
  - a. Any dirt, litter, debris, rubbish, weed or any other kind of waste or unsanitary material of any kind;
  - b. Any curb cut or driveway approach, or portion thereof, which is no longer needed or which no longer provides vehicular access to the adjacent premises;
  - c. Any curb, sidewalk, parkway, or driveway which is cracked, broken, or otherwise in need of repair, replacement, or maintenance.
- (20) *Lack of maintenance.* Maintenance of premises in such condition as to be detrimental to the public health, safety or general welfare or in such manner as to constitute a public nuisance as defined by Civil Code § 3480;
- (21) *Unightly property.* Property maintained in such condition as to become so defective, unsightly or in such condition of deterioration or disrepair that the same causes appreciable diminution of the property values of surrounding properties or is materially detrimental to proximal properties and improvements;
- (22) *Premises out of harmony.* Maintenance of premises so out of harmony or conformity with the maintenance standards of adjacent properties as to cause substantial diminution of the enjoyment, use, or property values of such adjacent properties;
- (23) *Depreciated value effect.* Property maintained (in relation to others) so as to establish a prevalence of depreciated values, impaired investments, and social and economic maladjustments to such an extent that the capacity to pay taxes is reduced and tax receipts from such particular area are inadequate for the cost of public services rendered therein;
- (24) *Oversize vehicles.* The parking of an oversize vehicle, for more than seven consecutive days, or more than 14 days in any calendar year, in the front yard is prohibited; provided, however, that this provision shall not apply to the parking of a currently registered oversize vehicle in any area of the front yard that the Planning Commission

has determined to be appropriately located and designed for such activity. As used in this provision, the term "oversize vehicle" means a vehicle that exceeds either 20 feet in length, 80 inches in width, or 82 inches in height.

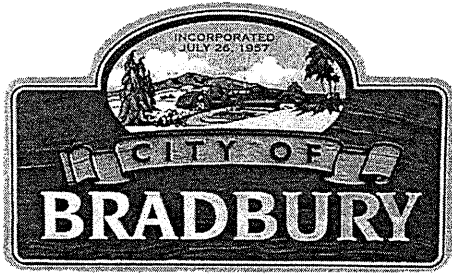
(Ord. No. 297, § 9.06.060.030, 3-20-2007; Ord. No. 320, § 1, 7-19-2011; Ord. No. 351, § 1, 1-16-2018; Ord. No. 355, § 2, 5-15-2018)

**State Law reference**— List of conditions that endanger health, safety, and welfare of occupants so as to deem the structure a substandard building, Health and Safety Code § 17920.3.

Sec. 9.109.040. - Maintenance of unoccupied residential property.

- (a) Arranging for water and landscaping services. In the event the City Manager becomes aware that a residence is unoccupied and that water service to the property has been disconnected, the City Manager shall notify the property owner that the City will arrange for water and landscape maintenance services (hereinafter "services") to be provided to the property at the property owner's expense within seven days unless the property owner provides the City Manager with evidence prior to said date that the owner has made satisfactory arrangements for such services. If the City Manager institutes such services as the property owner's expense, the City Manager shall send a notice to the property owner so indicating and estimating the monthly cost of said services. The notice shall provide that the owner may appeal the City Manager's decision to the City Council.
- (b) Termination of services. The property owner, at any time, may request a hearing before the City Manager to show that the owner has made arrangements for providing the services. The City Manager shall provide the owner with written notice of the City Manager's decision. If the City Manager finds that the owner has made satisfactory arrangements to provide such services, the City-supplied services shall be terminated.
- (c) Appeal to City Council. The property owner may appeal to the City Council the City Manager's decision to impose services pursuant to subsection A of this Section or to continue such services pursuant to subsection B of this Section.
- (d) If the City Council declares the property a public nuisance, the City may recover its costs pursuant to the provisions of Chapter 9.115 of this Code.

( Ord. No. 355, § 3, 5-15-2018)



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

## City of Bradbury Agenda Memo

TO: Honorable Mayor and Members of the City Council

FROM: Kevin Kearney, City Manager

DATE: July 17, 2018

SUBJECT: **DISCUSSION ON THE IMPLEMENTATION OF PROPERTY  
MAINTENANCE STANDARDS**

ATTACHMENTS: 1. Bradbury Municipal Code – Property Maintenance Standards

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### SUMMARY

Pursuant to a Councilmember request, this item initiates a discussion with the Council on their comfortability with enforcing certain property maintenance standards and arranging for water and landscape services for unoccupied residential properties.

### STAFF RECOMMENDATION

It is recommended that the City Council discuss this report and direct Staff on how to proceed.

# ATTACHMENT #1

## CHAPTER 109. - PROPERTY MAINTENANCE STANDARDS

### Sec. 9.109.010. - Purpose.

The purpose of this chapter is to provide minimum standards by which the property within the City shall be maintained in order to protect the public health and welfare; safeguard life, health and property, and to preserve the character of the City.

(Ord. No. 297, § 9.06.060.010, 3-20-2007)

### Sec. 9.109.020. - Applicability.

The property maintenance standards provided in this chapter are intended to apply to all property located in the various zoning districts within the City. The term "public right-of-way" as used herein, includes any private property within the confines of a Community Services District or Homeowners Association serving the same purpose as a public right-of-way.

(Ord. No. 297, § 9.06.060.020, 3-20-2007; Ord. No. 355, § 1, 5-15-2018)

### Sec. 9.109.030. - Single-family property maintenance standards; public nuisance declared.

It is hereby declared a public nuisance for any person owning, leasing, occupying or having charge or possession of any premises in the City to maintain such premises in such manner that any of the following conditions are found to exist thereon:

- (1) *Unsafe buildings.* Buildings or structures which are structurally unsafe or which are not provided with adequate egress or which constitute a fire hazard; or which are otherwise dangerous to human life; or which, in relation to existing use, constitute a hazard to safety or health or public welfare by reason of inadequate maintenance, dilapidation, obsolescence or abandonment. Buildings or structures maintained in violation of the City's building code;
- (2) *Unsafe land.* Land, the topography, geology or configuration of which, whether in natural state or as a result of grading operations, excavation or fill, causes erosion, subsidence, or surface water drainage problems of such magnitude as to be injurious to the public health, safety and welfare or to adjacent properties;
- (3) *Fire hazard.* Premises maintained so as to constitute a fire hazard by reason of woods, rank overgrowth or accumulation of debris;
- (4) *Abandoned buildings.* Buildings which are abandoned, boarded up, partially destroyed, or permitted to remain unreasonably in a state of partial construction;
- (5) *Unpainted buildings.* Unpainted buildings or buildings with peeling or deteriorating paint allowing the effects of sun or water to penetrate so as to cause or permit dry rot, decay, cracking, warping or termite infestation;
- (6) *Hazardous windows.* Broken windows constituting hazardous conditions and inviting trespassers and malicious mischief;
- (7) *Fences or walls.* Fences or exterior walls which are unsafe or in a state of disrepair.
- (8) *Overgrown vegetation.* Overgrown vegetation:
  - a. Likely to harbor rats, vermin or other nuisances; or
  - b. Causing detriment to neighboring properties or property values;
- (9) *Hazardous vegetation.* Dead, decayed, diseased or hazardous trees, weeds and other vegetation;

- a. Dangerous to public safety and welfare; or
  - b. Detrimental to nearby property or property values;
- (10) *Front yard storage.* Trailers, campers, boats, recreational vehicles, construction equipment or other mobile equipment stored or parked for more than seven consecutive days, or more than 14 days in any calendar year, in the front yard areas on any premises;
- (11) *Motor vehicles.* Motor vehicles stored in required yard areas abutting public or private streets and causing or likely to cause depreciation of nearby property values which vehicles are:
- a. Inoperable;
  - b. Abandoned;
  - c. Wrecked;
  - d. Dismantled; or
  - e. Operable, but stored for unreasonable periods of time without being driven.
- (12) *Unpaved parking.* Any vehicle parking on unpaved areas which are not designed as driveways, visible from the public right-of-way.
- (13) *Attractive nuisance.* Attractive nuisances dangerous to children in the form of;
- a. Abandoned and broken equipment;
  - b. Hazardous pools, ponds and excavations; and
  - c. Neglected machinery;
- (14) *Discarded furniture.* Broken or discarded furniture and household equipment in front yard areas or visible from the public right-of-way for unreasonable periods and causing damage or detriment to neighboring properties;
- (15) *Clotheslines.* Clotheslines in front yard areas;
- (16) *Garbage containers.* Garbage cans stored in front or side yards or visible from public or private streets, except when lawfully placed for collection at the times permitted therefor;
- (17) *Boxes and debris.* Packing boxes and other debris stored in yards and visible from public or private streets for unreasonable periods, and causing detriment to neighboring properties;
- (18) *Neglected premises.* Neglect of premises:
- a. To spite neighbors;
  - b. To influence zone changes; or
  - c. To cause detrimental effect upon nearby property or property values;
- (19) *Public right-of-way.* Conditions not comporting with safe, clean, orderly, or sanitary maintenance on or adjacent to any public right-of-way, such as:
- a. Any dirt, litter, debris, rubbish, weed or any other kind of waste or unsanitary material of any kind;
  - b. Any curb cut or driveway approach, or portion thereof, which is no longer needed or which no longer provides vehicular access to the adjacent premises;
  - c. Any curb, sidewalk, parkway, or driveway which is cracked, broken, or otherwise in need of repair, replacement, or maintenance.
- (20) *Lack of maintenance.* Maintenance of premises in such condition as to be detrimental to the public health, safety or general welfare or in such manner as to constitute a public nuisance as defined by Civil Code § 3480;

- (21) *Unightly property.* Property maintained in such condition as to become so defective, unsightly or in such condition of deterioration or disrepair that the same causes depreciable diminution of the property values of surrounding properties or is materially detrimental to proximal properties and improvements;
- (22) *Premises out of harmony.* Maintenance of premises so out of harmony or conformity with the maintenance standards of adjacent properties as to cause substantial diminution of the enjoyment, use, or property values of such adjacent properties;
- (23) *Depreciated value effect.* Property maintained (in relation to others) so as to establish a prevalence of depreciated values, impaired investments, and social and economic maladjustments to such an extent that the capacity to pay taxes is reduced and tax receipts from such particular area are inadequate for the cost of public services rendered therein;
- (24) *Oversize vehicles.* The parking of an oversize vehicle, for more than seven consecutive days, or more than 14 days in any calendar year, in the front yard is prohibited; provided, however, that this provision shall not apply to the parking of a currently registered oversize vehicle in any area of the front yard that the Planning Commission has determined to be appropriately located and designed for such activity. As used in this provision, the term "oversize vehicle" means a vehicle that exceeds either 20 feet in length, 80 inches in width, or 82 inches in height.

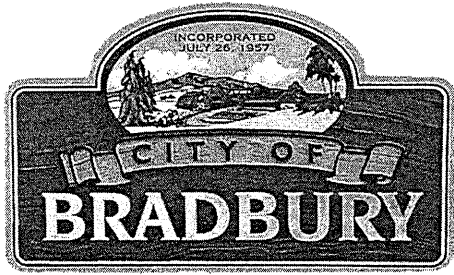
(Ord. No. 297, § 9.06.060.030, 3-20-2007; Ord. No. 320, § 1, 7-19-2011; Ord. No. 351, § 1, 1-16-2018; Ord. No. 355, § 2, 5-15-2018)

**State Law reference**— List of conditions that endanger health, safety, and welfare of occupants so as to deem the structure a substandard building, Health and Safety Code § 17920.3.

Sec. 9.109.040. - Maintenance of unoccupied residential property.

- (a) Arranging for water and landscaping services. In the event the City Manager becomes aware that a residence is unoccupied and that water service to the property has been disconnected, the City Manager shall notify the property owner that the City will arrange for water and landscape maintenance services (hereinafter "services") to be provided to the property at the property owner's expense within seven days unless the property owner provides the City Manager with evidence prior to said date that the owner has made satisfactory arrangements for such services. If the City Manager institutes such services as the property owner's expense, the City Manager shall send a notice to the property owner so indicating and estimating the monthly cost of said services. The notice shall provide that the owner may appeal the City Manager's decision to the City Council.
- (b) Termination of services. The property owner, at any time, may request a hearing before the City Manager to show that the owner has made arrangements for providing the services. The City Manager shall provide the owner with written notice of the City Manager's decision. If the City Manager finds that the owner has made satisfactory arrangements to provide such services, the City-supplied services shall be terminated.
- (c) Appeal to City Council. The property owner may appeal to the City Council the City Manager's decision to impose services pursuant to subsection A of this Section or to continue such services pursuant to subsection B of this Section.
- (d) If the City Council declares the property a public nuisance, the City may recover its costs pursuant to the provisions of Chapter 9.115 of this Code.

( Ord. No. 355, § 3, 5-15-2018)



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

## City of Bradbury Agenda Memo

TO: Honorable Mayor and Members of the City Council

FROM: Kevin Kearney, City Manager

DATE: July 17, 2018

SUBJECT: **CONSIDERATION OF AN ORDINANCE AMENDING CHAPTER 3 OF TITLE II OF THE BRADBURY MUNICIPAL CODE ALTERING THE SECTIONS OF MEMBERS AND ORGANIZATION**

ATTACHMENTS: 1. Ordinance No. 357  
2. Current Municipal Code

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### **SUMMARY**

Pursuant to a recent Councilmember request, the attached Ordinance No. 357 alters the current Bradbury Municipal Code sections 2.04.210 and 2.04.250 which includes a nepotism regulation for the Planning Commission and a rotation schedule for the Commission. The ordinance additionally cleans up language in the Planning Commission membership and alters the rotation date from April to June of each year, which coincides with the City Council's new consolidated election and rotation schedule.

Staff recommends that the City Council, introduce, waive reading in full, and authorize reading by title only of Ordinance No. 357, and set the second reading; and read the title of Ordinance No. 357, entitled, "AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BRADBURY AMENDING THE BRADBURY MUNICIPAL CODE REGARDING THE BRADBURY PLANNING COMMISSION."

### **DISCUSSION**

The proposed ordinance affects the City's current municipal code by altering Section 2.04.210 (Members) by including a nepotism regulation which would prevent a Commissioner from being appointed to the Planning Commission if they have a relative or household member living under the same room who is currently serving as a City

Council member or is employed by the City. The section is also updated to reflect more current language.

The proposed ordinance also affects the City's current municipal code by altering Section 2.04.250 (Organization) by setting a rotation schedule for Planning Commissioners. As opposed to Commissioners electing their Chair, the proposed ordinance would create a scheduled rotation of the Chair and Vice Chair based on seniority. Although the rotation would have a set rotational schedule, the proposed ordinance does allow for a Commissioner to decline to serve as a Vice Chair, if desired. Additionally, the proposed ordinance alters the rotation date from April to June of each year, which coincides with the City Council's new consolidated election and rotational schedule.

### **FINANCIAL ANALYSIS**

There is no significant financial impact associated with the proposed ordinance.

### **STAFF RECOMMENDATION**

Staff recommends that the City Council, introduce, waive reading in full, and authorize reading by title only of Ordinance No. 357, and set the second reading; and read the title of Ordinance No. 357, entitled, "AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BRADBURY AMENDING THE BRADBURY MUNICIPAL CODE REGARDING THE BRADBURY PLANNING COMMISSION."

# ATTACHMENT #1

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## **ORDINANCE NO. 357**

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### **AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BRADBURY AMENDING THE BRADBURY MUNICIPAL CODE REGARDING THE BRADBURY PLANNING COMMISSION**

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

Section 1. Chapter 3 of Title II of the Bradbury Municipal Code is hereby amended in the following respects:

**Section 2.04.210 is hereby revised to read as follows:**

**Sec. 2.04.210. Members.**

The Planning Commission shall consist of a total of five members, comprised of one person from each of the Councilmanic districts, who shall be qualified electors of the City. Upon the expiration of a term, successors shall be appointed for a term of two years. If a vacancy shall occur other than by expiration of a term, it shall be filled by appointment for the unexpired portion of the term. Members of the Planning Commission shall be appointed by the respective member of the Council from the district for which the member of the Planning Commission is to be selected, with the approval of the City Council. No member of the Planning Commission shall hold any paid office or employment in the City Government. All persons appointed shall be registered voters of the City and shall maintain their principal place of residence within the City at the time of their appointment. If at any time during their term any Planning Commissioner shall cease to be an elector of the City or shall cease to maintain their principal place of residence within the City, then such person shall become ineligible to continue to serve as a member of the Commission and said position shall be declared vacant by the City Council. No individual shall be eligible to serve on the Planning Commission who has a spouse, household member living under the same roof, or designated relative (parent, step-parent, grandparent, child, sister, brother, niece, nephew, uncle, or aunt of the individual or of the individual's spouse), currently serving as a member of the City Council, or employed as the city manager, city clerk, management analyst, city attorney, code enforcement officer, building official, city engineer or equivalent for the City of Bradbury.

Section 2.04.250 is hereby revised to read as follows:

**Sec. 2.04.250. Organization.**

The Planning Commission shall select its Chairperson and Vice-Chairperson at its first regular meeting in the month of June of each year from among its appointed members for a term of one year and, subject to other provisions of law. The Planning Commission vice chair shall become the chair, and the most senior member of the Planning Commission who has not previously served in as chair, shall be selected as vice chair. If all members have previously served as chair, or the most senior member declines to serve as vice chair, then the member whose service as Chair was the least recent shall be selected. The Planning Commission shall hold at least one regular meeting each month if there is any significant business to conduct. It shall adopt rules for transaction of business and shall keep a record of the resolutions, transactions, findings and determinations, which record shall be a public record.

Section 2. If any provision of this Ordinance is held to be unconstitutional, it is the intent of the City Council that such portion of this Ordinance be severable from the remainder and that the remainder be given full force and effect.

Section 3. The City Clerk shall certify to the adoption of this Ordinance.

PASSED, APPROVED and ADOPTED this \_\_\_\_ day of \_\_\_\_\_, 2018.

\_\_\_\_\_  
Richard G. Barakat  
Mayor

ATTEST:

\_\_\_\_\_  
Claudia Saldana  
City Clerk

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

I, Claudia Saldana, City Clerk of the City of Bradbury, do hereby certify that the foregoing ordinance, being Ordinance No. 357, was duly passed by the City Council of the City of Bradbury, signed by the Mayor of said City, and attested by the City Clerk, all at a regular meeting of the City Council held on the 21<sup>st</sup> day of August, 2018, that it was duly posted and that the same was passed and adopted by the following vote, to wit:

AYES:  
NOES:  
ABSENT:

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Claudia Saldana  
City Clerk  
City of Bradbury

# **ATTACHMENT #2**

ARTICLE II. - PLANNING COMMISSION<sup>[3]</sup>

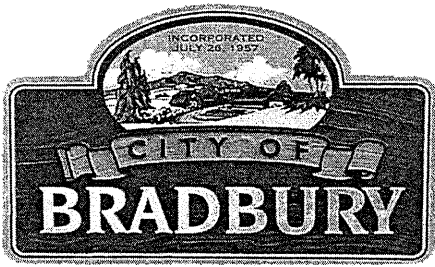
Sec. 2.04.210. - Members.

The Planning Commission shall consist of a total of five members, comprised of one person from each of the Councilmanic districts prescribed in Exhibits "A" and "B" attached to the ordinance from which Section 2.01.040 is derived, who shall be qualified electors of the City and who may be persons who hold an office or a position with the City. Upon the expiration of a term, successors shall be appointed for a term of two years. If a vacancy shall occur other than by expiration of a term, it shall be filled by appointment for the unexpired portion of the term. Members of the Planning Commission shall be appointed by the respective member of the Council from the district for which the member of the Planning Commission is to be selected, with the approval of the City Council. Vacancies to the Planning Commission from Districts 1, 3 and 5 shall be filled at the first regular Council meeting in March 1979 and every two years thereafter. Vacancies to the Planning Commission from Districts 2 and 4 shall be filled at the first regular Council meeting in September 1980 and every two years thereafter. In the event that appointments are not so made, the members of the Planning Commission then in office shall continue to hold office until their successors are appointed and sworn. Members of the Planning Commission currently holding office at the date of adoption of the ordinance from which this article is derived shall continue to hold office until their successors are appointed as provided for herein.

(Prior Code, § 2411)

Sec. 2.04.250. - Organization.

The Planning Commission shall elect its chairperson at its first regular meeting in the month of April of each year from among its appointed members for a term of one year and, subject to other provisions of law, may create and fill such other offices as it may determine. The Planning Commission shall hold at least one regular meeting each month. It shall adopt rules for transaction of business and shall keep a record of the resolutions, transactions, findings and determinations, which record shall be a public record.



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

## City of Bradbury Agenda Memo

TO: Honorable Mayor and Members of the City Council

FROM: Kevin Kearney, City Manager

DATE: July 17, 2018

SUBJECT: **DISCUSSION ON THE JOINT COUNCIL & PLANNING COMMISSON  
RETREAT**

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### **SUMMARY**

A joint City Council and Planning Commission retreat was scheduled on Saturday, January 20, 2018. Unfortunately, a majority of the Planning Commission was unavailable to attend the retreat. Subsequently, the retreat was cancelled.

It is recommended that the City Council discuss the retreat, and provide direction to Staff on how to proceed.

### **DISCUSSION**

The City Council had previously decided to hold a half-day City Council & Planning Commission Retreat at the Canyon Park Cabin in Monrovia on Saturday, January 20, 2018. Unfortunately, the majority of the Planning Commission had either provided advanced notice of unavailability or had advised of their unavailability a day or two before the event. As a result, the retreat was cancelled.

It is recommended that the City Council discuss on how to proceed with the retreat

### **FINANCIAL ANALYSIS**

Should a retreat be held at Monrovia's Canyon Park Cabin, there would be no cost for facilities rentals. If the retreat were to be held elsewhere, facilities rental fees would be dependent on the location. There would be a minimal cost for breakfast or refreshments, depending on the length and time of the meeting.

**STAFF RECOMMENDATION**

It is recommended that the City Council discuss the retreat, and provide direction to Staff on how to proceed.