

AGENDA

**Regular Meeting of the Bradbury City Council
To be held on Tuesday, May 15, 2018
Closed Session Immediately Following
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 Lathrop, Mayor Pro-Tem Pycz, Councilmembers Barakat, Hale and Lewis

APPROVAL OF THE AGENDA
proceed

Majority vote of the City Council to
with City business.

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

PUBLIC COMMENT

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

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

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

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

PRESENTATION OF PLAQUE TO MAYOR PRO-TEM RICHARD PYCZ

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 April 17, 2018
- B. Resolution No. 18-011: Demands and Warrants for May 2018
- C. Monthly Investment Report for the month of April 2018
- D. Updated of Terms for VCA's Contract
- E. Approval of a Revised and Restated Agreement with Michael Baker International for Contractual Work on the Proposed Subdivision and Development Project Known as the "Oak View Estates" in the Bradbury Foothills
- F. Approval of a Second Amendment for the Proposed Subdivision and Development Project Known as the "Oak View Estates" in the Bradbury Foothills
- G. Appointment of Applicant to Vacant Planning Commission Seat for District 4
- H. Appointment of Applicant to Vacant Emergency Response Committee Seat for District 4
- I. Resolution No. 18-12: Establishing a Fee Schedule for the City's Uninhabited Residential Property Registry

2. Adoption of an Ordinance Amending the Bradbury Municipal Code Regarding Property Maintenance Standards

During the April meeting, the City Council reintroduced for first reading Ordinance No. 355, which amends the City's municipal code regarding the City's property maintenance standards. This report accompanies Ordinance No. 355 for second reading.

3. Proposed Forecast of Fiscal Year 2018 - 2019

The proposed Fiscal Year 2017-2018 draft budget is snapshot of next year's budget forecast and it allows the City Council to discuss any priorities in the coming year. The budget determines the City's resource priorities and sets the course for years to come. The City Council does this by linking the most important, highest priority items for the City to accomplish over the next year with the necessary resources. This forecast represents the opportunity for the City Council to review the financial picture before final adoption in June. Following this meeting, Staff will complete any necessary changes and bring the budget back before the City Council for approval in June. With this report, Staff is seeking direction from the City Council on what measures to take in the Fiscal Year 2018-2019 budget.

4. Discussion on Obtaining a Second Opinion on the City's Procurement System

Pursuant to the Council's request during the April meeting, this item details the discussion regarding the City's procurement system. It is recommended that the City Council direct staff on how to proceed regarding obtaining a second legal opinion.

5. Matters from the City Manager

6. Matters from the City Attorney

7. Matters from the City Council

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

Mayor Lathrop

*League of California Cities
LA County City Selection Committee
Duarte Education Foundation
Duarte Community Education Council (CEC)*

Mayor Pro-Tem Pycz

*Southern California Joint Powers Insurance Authority (JPIA)
Civic Center Sub-Committee*

Councilmember Barakat

*LA County Sanitation Districts
San Gabriel Valley Council of Governments (SGVCOG)
San Gabriel Valley Mosquito & Vector Control District
Foothill Transit
Temple Station Booster Club*

Councilmember Hale

Civic Center Sub-Committee

Councilmember Lewis

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

8. Items for Future Agendas

Closed Session

**RECESS TO CLOSED SESSION REGARDING CONFERENCE WITH LEGAL COUNSEL RE:
ANTICIPATED LITIGATION AND PUBLIC EMPLOYEE PERFORMANCE EVALUATION**

- A. Initiation of Litigation** Pending Litigation pursuant to Government Code Section 54956.9 (d)(4) (Based on existing facts and circumstances, the legislative body of the local agency has decided to initiate or is deciding whether to initiate litigation (1 potential case)
- B. Public Employee Performance Evaluation**
Government Code Section 54957(b)(4)
Title: City Manager

RECONVENE INTO OPEN SESSION AND ANNOUNCE ANY ACTION TAKEN

ADJOURNMENT

The City Council will adjourn to a Regular Meeting at the Bradbury Civic Center, 600 Winston Ave., Bradbury, CA 91008 on Tuesday, June 19, 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, May 11, 2018, at 5:00 p.m."

Claudia Saldana
CITY CLERK - CITY OF BRADBURY

**MINUTES OF A REGULAR MEETING OF THE
CITY COUNCIL OF THE CITY OF BRADBURY
HELD ON TUESDAY, APRIL 17, 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
ABSENT: Mayor Pro-Tem Pycz
STAFF: City Manager Kearney, City Attorney Reisman, John Leveillee (RKA), City Clerk Saldana and Management Analyst Santos Leon

**MAYOR PRO-TEM PYCZ
EXCUSED:** Councilmember Barakat made a motion to excuse Mayor Pro-Tem Pycz from the meeting. Councilmember Hale seconded the motion, which carried unanimously.

APPROVAL OF AGENDA: Councilmember Lewis made a motion to approve the agenda (without Item #6) to proceed with City business. Councilmember Hale seconded the motion which carried.

**DISCLOSURE OF ITEMS REQUIRED BY
GOV. CODE SECTION 1090 & 81000
ET SEQ,:** In compliance with the California Political Reform Act, each City Councilmember has the responsibility to disclose direct or indirect potential for a personal financial impact as a result of participation in the decision making process concerning agenda items.

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

PUBLIC COMMENT: None

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

A. Minutes – Regular City Council Meeting of March 20, 2018
B. Resolution No. 18-09: Demands & Warrants for April 2018
C. Monthly Investment Report for the month of March 2018
D. Quarterly Budget Review (as of March 31, 2018)
E. Appointment of City Treasurer
F. Second Reading and Adoption of Ordinance No. 356:
AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF
BRADBURY AMENDING THE BRADBURY MUNICIPAL CODE
REGARDING UNINHABITED RESIDENTIAL PROPERTIES

**ITEM E PULLED FROM
CONSENT CALENDAR:**

Mayor Lathrop pulled Item #B (Demands & Warrants) from the Consent Calendar. Mayor Lathrop stated that Check No. 14956 in the amount of \$59,855.20 payable to Michael Baker International for Oaks View Estates should be approved after the Special Meeting (Discussion and Direction regarding City Manager Signing Authority on Contracts). Mayor Lathrop made a motion to approve the Demands & Warrants minus Check No. 14956.

**MOTION TO APPROVE
DEMANDS & WARRANTS:**

Councilmember Barakat made a substitute motion to approve Resolution No. 18-09 (Demands & Warrants for April 2018) as presented. Councilmember Lewis seconded the motion, which was carried by the following roll call vote:

APPROVED:

AYES: Councilmember Barakat, Hale and Lewis

NOES: Mayor Lathrop

ABSENT: Mayor Pro-Tem Pycz

Motion passed 3:1

**MOTION TO APPROVE
CONSENT CALENDAR:**

Councilmember Barakat made a motion to approve the Consent Calendar minus Item #B (Demands & Warrants) as presented. Councilmember Lewis seconded the motion, which was carried by the following roll call vote:

APPROVED:

AYES: Mayor Lathrop, Councilmember Barakat, Hale, Lewis

NOES: None

ABSENT: Mayor Pro-Tem Pycz

Motion passed 4:0

**ORDINANCE NO 355 – AMENDING
THE BMC REGARDING PROPERTY
MAINTENANCE STANDARDS:**

Before starting the discussion regarding Ordinance No. 355, the City Clerk asked those in attendance wishing to address the Council during the public hearing to fill out speaker cards.

POWER POINT PRESENTATION:

City Manager Kearney gave a program overview on Code Enforcement in the City of Bradbury. Mr. Kearney stated that Code Enforcement is established in communities to improve the quality of life for those that live and do business in a City. It also provides residents with a safe, healthy, and quality environment.

City Manager Kearney continued to state that the most common nuisance complaints are:

- Accumulation of junk and debris
- Overgrown vegetation
- Storage of junk cars
- Fire hazards
- Abandoned building
- Discarded furniture
- Garbage containers left out

In the past, Code Enforcement was done by the Building Inspector. Presently, most Code Enforcement cases are handled by the City's Community Services Officer (CSO).

HISTORY OF ORDINANCE NO. 355:

City Manager Kearney stated that at the February meeting, the City Council reviewed the City's current Property Maintenance Standards. At the direction of the City Council, staff presented draft Ordinance No. 355 at the March City Council meeting. The purpose of the Ordinance is to strengthen property maintenance standards and to address water and landscaping services for unoccupied properties.

RECOMMENDTION:

It is recommended that the City Council introduce, waive reading in full, and authorize reading, by title only, Ordinance No. 355: AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BRADBURY AMENDING THE BRADBURY MUNICIPAL CODE REGARDING PROPERTY MAINTENANCE STANDARDS.

**FLYER/NOTICE DISTRIBUTED
TO RESIDENTS OVER THE WEEKEND:**

To avoid confusion about a flyer that read IMPORTANT NOTICE that was distributed over the weekend, it was clarified that the notice did not come from City Hall. Mayor Lathrop stated that at the March meeting he was the only Councilmember opposing the draft ordinance as written and was outvoted 4:1. Mayor Lathrop stated that he personally distributed the flyer to inform residents of the language in the ordinance and to urge residents to attend the meeting tonight and voice their opinion regarding this matter. The notice reads:

"These laws mean the City will be inspecting your property for anything that they deem "unsightly." City personnel will be applying their subjective view to your paint, fences and walls, along with driveway approaches no longer needed. If they find anything THEY DON'T LIKE, the City may use its police power to convict you of a misdemeanor (A CRIMINAL OFFENSE) and hold a public hearing to assess your property. If you don't comply, they can hire contractors at your expense to "fix" the problem WITHOUT YOUR PERMISSION. The assessment could also go on your property tax bill or be places as a JUDGMENT LIEN on your property. In either case, they can FORECLOSE ON YOUR PROPERTY to collect the assessment."

COUNCILMEMBER BARAKAT:

Councilmember Barakat addressed the audience stating that the Ordinance is needed to deal with abandoned properties, squatters, fires, and lack of pool maintenance, not to take away properties from residents. City Manager Kearney added that over the last 10 years the City had zero abatement actions and only 1 court case.

PUBLIC HEARING OPENED:

Mayor Lathrop thanked everyone in the audience for attending and opened the public hearing for public comments:

PUBLIC TESTIMONY:

Dan Lien, 31 Woodlyn Lane
Brian Hamill, 728 Winston Avenue
Anne Armstrong, 1775 Royal Oaks Drive North
Mike Misik, 645 Mount Olive Drive
Karen Flaherty, 635 Mount Olive Drive
John Hervey, 21 Woodlyn Lane
Walt Dahlem, 160 Mount Olive Drive
Mary Lou Herrera, 1459 Lemon Avenue
Chris McMahon, 428 Mount Olive Drive (per email)

Dan Lien, 31 Woodlyn Lane, stated that he likes the rural tranquility of Bradbury.

Brian Hamill, 728 Winston Avenue, stated that there were lots of problems with the vacant property at 1533 Royal Oaks Drive North (squatters) and supports a stronger ordinance.

Anne Armstrong, 1775 Royal Oaks, stated that the adoption of this Ordinance was not mentioned in the Bradbury Newsletter. Ms. Armstrong also stated that she does not have a paved driveway and does not want to change that.

Mike Misik, 645 Mount Olive Drive, inquired why we always compare ourselves to the City of San Marino. We don't want to be like San Marino.

Karen Flaherty, 635 Mount Olive Drive, stated that she and her boyfriend have lived in the City for 12 years and they do not want to go to jail over a cracked driveway or peeling paint.

John Hervey, 21 Woodlyn Lane, stated that the language in the ordinance could be dangerous in the wrong hands.

Walt Dahlem, 160 Mount Olive Drive, stated that he is 92 years old and has lived in Bradbury for a long time in the City of Bradbury. Mr. Dahlem stated that he felt that the City should notify its residents. City Manager Kearney stated that all agendas and minutes are posted on the City's website and residents can contact staff at City Hall anytime.

Mary Lou Herrera, 1459 Lemon Avenue, stated that she has problems with an abandoned pool on the property next door. Mr. Herrera also stated that she has seen pregnant Chinese ladies two houses up from City Hall. City Manager Kearney reiterated that this what the proposed ordinance is for.

PUBLIC COMMENT CLOSED:

Mayor Lathrop closed the discussion for public comment.

DISCUSSION:

Councilmember Hale stated that no one in the City is looking at cracked driveways.

Mayor Lathrop disagreed and also stated that he reached out to the City Attorney and received no help. Mayor Lathrop stated that the word "unsightly" is too vague. Mayor Lathrop also stated that people are afraid of Government.

FIRST MOTION:

Mayor Lathrop made a motion to reintroduce Ordinance No. 355 with three changes (Sections 5, 7 and 19). There was no second.

MOTION:

Following further discussion, Councilmember Lewis made a substitute motion to reintroduce Ordinance No. 355, remove the word "unsightly" from the Ordinance in sections 7 and 9(a) and "publish" the entire Ordinance on the City's website, and place it on the May 15 agenda for Second Reading and Adoption. Councilmember Barakat seconded the motion, which was carried by the following roll call vote:

APPROVED:

AYES: Councilmember Barakat, Hale and Lewis

NOES: Mayor Lathrop

ABSENT: Mayor Pro-Tem Pycz

Motion passed 3:1

5-MINUTE RECESS:

The City Council called for a 5-minute recess.

**ROYAL OAKS DRIVE NORTH
CURB EXTENSION:**

City Manager Kearney stated that the City receives restricted funds annually from a number of sources for the upkeep and maintenance of City roads. To date, the City has \$290,362 in these type of funds. Of this amount, the City must move forward toward spending \$7,500 this fiscal year or risk losing these funds.

John Leveillee (RKA) stated that one of the projects identified which would qualify for these restricted funds is the Royal Oaks Drive North Curb Extension, as the curb in this area is currently underdeveloped. RKA has prepared estimates on both the development of the south/west sides only (\$22,096.50) and development of the full intersection (\$75,432.00).

OPTIONS:

One option is to install curb and gutter along the south and west side of Royal Oaks Drive North and along both sides of the roadway; however, it will not be possible to correct the drainage issue without constructing the curb and gutter along both sides of the roadway.

The second option is to complete reconstruction of the roadway where it crosses the Trail and the construction of curb and gutter along both sides of Royal Oaks Drive North. An enhanced Trail crossing and minor improvements to the trail will be included to improve the drainage condition at this area.

RECOMMENDATION:

It is recommended that the City Council review the estimates for the Royal Oaks Drive North Curb Extension project and provide direction to staff on how to proceed. Should the City Council decide to fund a curb extension project, it is recommended Resolution No. 18-10 be adopted in order to redirect funds to the designated project.

DISCUSSION:

The City Council stated that staff needs to have a discussion with the City of Duarte first. City Manager Kearney stated that the City has to earmark the money now by adopting the Resolution. The City Council reviewed the Resolution and suggested some amendments, such as removing all of the "Whereas" paragraphs. City Manager Kearney stated that the Resolution is just a template.

MOTION:

Councilmember Barakat made a motion to adopt Resolution No. 18-10 (as amended) and directed staff to do a full survey of the Royal Oaks Drive North Curb Extension Project and return to the Council once the surveying is completed. Councilmember Lewis seconded the motion, which was carried by the following roll call vote:

APPROVED:

AYES: Mayor Lathrop, Councilmembers Barakat, Hale, Lewis

NOES: None

ABSENT: Mayor Pro-Tem Pycz

Motion passed 4:0

LEMON TRAIL RECONSTRUCTION:

John Leveilee (RKA) stated that the Lemon Trail was constructed around 2005 and was dedicated to the City under two parcel maps (PM No. 26407, recorded July 18, 2005, and PM No. 61576, recorded December 28, 2005). Over the years, the City has received complaints about the trail having run-off into the Royal Oaks Drive North Street and clogging private drains of properties adjoining the trail. Unfortunately, neither the City nor RKA can locate plans for the trail, as the trail was constructed prior to RKA joining the City.

During the November 2017 meeting, the City Council authorized RKA to survey the trail and develop plans for approximately \$5,000. The monies to do the initial survey was taken from TDA restricted funds.

The results of RKA's survey have been completed, and this report provides the Council with two different options for remediation:

- \$57,465.50 – Complete the full remediation
- \$43,230.62 – Reduce the scope of work to only 65% of the remediation work

RECOMMENDATION:

It is recommended that the City Council consider the Lemon Trail Reconstruction Project and direct staff on how to proceed.

DISCUSSION:

John Leveille stated that Decomposed Granite (DG) is not good on slopes or horse trails because it erodes quite easily. There are now new materials available which are designed for trail applications. Regardless of the level of rehabilitation, annual maintenance is required to ensure the facility lasts throughout the years. Any facility, regardless of how well it is designed and constructed, will deteriorate without proper maintenance.

MOTION:

Councilmember Barakat made a motion to proceed with the full remediation of the Lemon Trail in the amount of \$57,465.50. Councilmember Lewis seconded the motion, which was carried by the following roll call vote:

APPROVED:

AYES: Mayor Lathrop, Councilmembers Barakat, Hale, Lewis

NOES: None

ABSENT: Mayor Pro-Tem Pycz

Motion passed 4:0

PLANTING OF TREES:

Management Analyst Scarlett Santos Leon stated that during the March meeting there was a brief discussion on whether the City is interested in replacing the trees scheduled for removal by Mariposa. The item was agendaized for tonight for further discussion.

RECOMMENDATION:

It is recommended that the City Council review the proposed options and provide staff with direction on how to proceed.

**DISCUSSION AND
DIRECTION TO STAFF:**

Councilmember Barakat questioned why the City would provide free trees to residents. Mr. Barakat also inquired if the City requires a permit to plant a tree. City Manager Kearney replied no. Councilmember Barakat asked what would happen if the replacement tree dies. Would the City buy another tree?

Councilmember Hale suggested staff send a letter to the affected homeowners notifying them of the scheduled tree removal and asking them to contact City Hall with any concerns.

City Manager Kearney stated that the tree removal is scheduled for next week. Door hangers were distributed last week and staff has not heard back from anyone.

City Manager Kearney stated that staff will follow up with a letter to the affected residents. No further action was taken.

SPECIAL MEETING:

The City Council adjourned to a Special Meeting to discuss "City Manager Signing Authority on Contracts."

ROLL CALL:

PRESENT: Mayor Lathrop, Councilmembers Barakat, Hale and Lewis

ABSENT: Mayor Pro-Tem Pycz

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

PUBLIC COMMENT:

None

**CITY MANAGER SIGNING AUTHORITY
ON CONTRACTS:**

Staff is seeking direction regarding the handling of Special Services Agreements regarding large development projects where the developer is asked to deposit funds to pay for the added costs associated with processing the project(s).

As the City prepares to receive similar contracts at the end of this month, staff is requesting direction from the City Council on how best to proceed in situations like these.

BACKGROUND:

The City has two large project applications in progress (Oak View Estates and Chadwick Ranch), each of which consists of over 100 acres in development. The projects are complex, the environmental reviews are extensive, and the process can take a considerable amount of time to undergo. As a result, developers oftentimes want to expedite the process, knowing that streamlining the process can result in significant time

savings in the long run.

To accommodate the need for time sensitivities, the City offers unique services that usually are only applicable to these large developments, such as additional planning and environmental services, which are paid for with developer funds.

One method the City occasionally utilizes in expediting these projects is by having the City Manager approve contracts for such services and deposits, drafted by the City Attorney, and having the City Council ratify the contracts at the next City Council meeting.

MAYOR LATHROP:

Mayor Lathrop started by reading his comments (officially submitted for the record and attached hereto). Mayor Lathrop stated that he questioned one of the warrants presented tonight made out to Michael Baker International in the amount of \$59,855.20 (Check No. 14946) for professional services rendered for Oak View Estates, stating that the Mayor should have signed the contract. Mayor Lathrop also stated that no one (City Council, City Manager, City Attorney) in the City wants to talk to him about this issue and questioned why the City Council is involved with a "private slush fund." Mayor Lathrop urged the City Council to have a Special Meeting to approve the next contract and stated that he will follow up on it.

DISCUSSION:

City Attorney Reisman stated that the deposits made by developers are not public funds and that the payments (checks) still have to be approved by the City Council. The City Council authorizes the City Manager to sign the contracts to get started.

Mayor Lathrop asked about the section to ratify the contract. Mayor Lathrop also stated that the auditors wrote back to him stating this practice is legal. Mayor Lathrop stated that the auditors are wrong and suggested to get new auditors.

The Council pointed out that the only person who does not think this is legal is the Mayor. Mayor Lathrop threatened to take this matter to the District Attorney.

Councilmember Lewis inquired if the contract is contingent on City Council approval. City Attorney Reisman replied no. Councilmember Lewis stated that this cannot be a unique situation for Bradbury. Mayor Lathrop interjected by asking why not bring the contract to the City Council in the first place?

Councilmember Barakat stated that according to Mayor Lathrop there is a conspiracy between the City Manager, City Attorney, the auditor and the developer.

Councilmember Hale stated that he is really irritated with the Mayor for making these accusations, but stated that he would be ok with a Special Meeting. Mr. Hale also stated that he does not want the Mayor to "word-craft" the contract at the meeting.

Councilmember Lewis stated that Mayor Lathrop wants to micromanage everything and that the City Attorney's and auditor's opinion on these matters should supersede the

Minutes CC Meeting

April 17, 2018

Page 8 of 10

Mayor's opinion. Nothing is done secretly here.

Mayor Lathrop stated that the City should have gone out to bid and that the auditor is wrong, the City Attorney is wrong, and the City Manager refused to get a second opinion.

City Manager Kearney stated that the City Attorney is appointed by the City Council. If the Mayor or any other City Councilmember has issues with the City Attorney or the City Manager, then that's a discussion for the full City Council.

**MOTION TO HOLD
SPECIAL MEETING:**

Mayor Lathrop made a motion for the City Council to hold a Special meeting, if necessary, to approve the contract for Chadwick Ranch to keep the project moving. Councilmember Lewis seconded the motion, which was carried by the following roll call vote:

APPROVED:

AYES: Mayor Lathrop, Councilmembers Hale and Lewis

NOES: Councilmember Barakat

ABSENT: Mayor Pro-Tem Pycz

Motion passed 3:1

**REGULAR MEETING
RECONVENED:**

The City Council reconvened to the Regular Meeting.

MATTERS FROM THE CITY MANAGER:

City Manager Kearney stated that Congresswoman Judy Chu's office contacted staff regarding participation in this year's National Night Out event. The Council vote no by a 3:1 vote.

City Manager Kearney stated that Anne Absey of Animazonia is asking to sell raffle tickets for a quilt and pictures during National Night Out. The Council was okay with the raffle, but Mayor Lathrop had concerns and directed staff to find out if selling raffles tickets at this event is legal.

MATTERS FROM THE CITY ATTORNEY:

City Attorney Reisman stated that the City Manager evaluation is coming up at the April meeting. Staff will include blank copies of the evaluation form with the Weekly Memo packet.

MATTERS FROM THE CITY COUNCIL:

MAYOR LATHROP:

Mayor Lathrop stated that Superintendent Alan Muccerino was pushed out and will move on. This is a big loss for the Duarte Unified School District.

MAYOR PRO-TEM PYCZ:

Not present

COUNCILMEMBER BARAKAT:

Nothing to report

COUNCILMEMBER HALE:

Councilmember Hale suggested to postpone the May 12, 2018 City Council-Planning Commission Retreat until after June. Planning Commissioner Susan Esparza (District Four) has resigned and District Five will get a new Councilmember in June. A tentative date of August 18, 2018 was discussed for the retreat.

COUNCILMEMBER LEWIS:

Nothing to report

ITEMS FOR FUTURE AGENDAS:

Mayor Lathrop made a motion to schedule a Closed Session for another evaluation for the City Attorney (the last evaluation was in December 2017). The motion failed 3:1.

Mayor Lathrop made a motion to discuss the Option for the City Manager to get a seconded (legal) opinion. The motion carried 4:0.

ADJOURNMENT:

At 10:15 p.m. Mayor Lathrop adjourned the meeting to Tuesday, May 15, 2018 at 7:00 pm.

MAYOR – CITY OF BRADBURY

ATTEST:

CITY CLERK – CITY OF BRADBURY

IMPORTANT NOTICE

The City of Bradbury will be adopting the new property maintenance laws **in red below**

APRIL 17 MEETING at 7:00 P.M.

I urge you to attend and voice your objection.

These laws mean the city will be inspecting your property for anything that they deem “unsightly.” **City personnel will be applying their subjective view to your paint, fences and walls, along with driveway approaches no longer needed.** If they find anything THEY DON’T LIKE, the City may use its **police power** to convict you of a **misdemeanor (A CRIMINAL OFFENSE)** and hold a **public hearing** to **assess** your property. If you don’t comply, they can hire contractors **at your expense** to “fix” the problem **WITHOUT YOUR PERMISSION.** The assessment could also go on your property tax bill or be placed as a **JUDGEMENT LIEN** on your property. In either case, they can **FORECLOSE ON YOUR PROPERTY** to collect the assessment. (See BMC §§9.22.020, 9.115.020, 9.115.030, 9.115.060, and 9.115.080-120. ⁱ⁾

BE INFORMED!

BE HEARD! ⁱⁱ

SHOW UP! ⁱⁱⁱ

ORDINANCE NO. 355

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BRADBURY AMENDING THE BRADBURY MUNICIPAL CODE REGARDING PROPERTY MAINTENANCE STANDARDS

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

Section 1. Section 9.109.020 of Title IX, Part 6, Chapter 109 of the Bradbury Municipal Code is hereby amended to read as follows:

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.

Section 2. Section 9.109.030 of Title IX, Part 6, Chapter 109 of the Bradbury Municipal Code is hereby amended to read as follows:

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 permi 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 unsightly, unsafe, or in a state of disrepair.
- (8) *Overgrown vegetation.* Overgrown vegetation:

- a. Likely to harbor rats, vermin ~~and~~ 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. Constituting unsightly appearance;
 - b. Dangerous to public safety and welfare; or
 - c. 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) *Unsightly 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.

ⁱ Bradbury Municipal Code ("BMC"): <http://www.cityofbradbury.org/city-services/municipal-code>

ⁱⁱ City Staff and Council Contact emails: <http://www.cityofbradbury.org/city-hall/city-council> and <http://www.cityofbradbury.org/city-hall>

- (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 and causing or likely to cause depreciation of nearby property values;
- (7) *Fences or Walls.* ~~Fences or exterior walls which are unsightly, unsafe, or in a state of disrepair and thereby causing or likely to cause depreciation of nearby property values.~~
- a.
- (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,
where such conditions cause or are likely to cause depreciation of nearby property values.

Added language taken from subsection 11.

Comments Read and Submitted for the Record
by Mayor Lathrop on April 17, 2018 During the Special Meeting

Since February 27, 2018, I have spent a considerable amount of time attempting to dissuade the City Attorney and City Manager of their completely unsupported and unlawful position that the funds to pay Michael Baker International (“MBI”) in this matter are not public funds and, therefore, §Sec. 2.07.260 of the Bradbury Municipal Code (BMC) does not apply.

Section 2.07.260 says nothing about “public funds.” It states that it applies when the amount or value involved is over \$7,500. It does not matter if the funds used come from some outside source. It’s the amount or value of the contract. When that threshold is met, the City Council must approve and enter into the contract. Specifically, the Code states, “[w]here the amount, or value involved, is over \$7,500.00, the purchase, or disposal, shall be made by the City Council through competitive bid, upon notice as hereafter required by this chapter.” (Emphasis added.)

The Code also defines “procurement” without reference to “public funds” and includes merely the acquisition of services, whether or not “purchased” by the City. Specifically, §2.07.030 provides that “Procurement means the . . . purchasing . . . or otherwise acquiring of any . . . services. The term “procurement” also includes all functions that pertain to the obtaining of any . . . service, including description of requirements, selection, and solicitation of sources, preparation and awards of contract and contract administration.”

Finally, the Code states that the purpose of the procurement chapter is to safeguard the procurement system to maintain its quality and integrity. The City Attorney completely ignores this second purpose of the Code and instead argues that all that matters is the first section which discusses public funds. In particular, §2.07.010 states that the purpose of the code section is “to maximize the purchasing value of public funds in procurement of goods and services needed for City purposes, and to provide safeguards for maintaining a procurement system of quality and integrity.”

The City Manager also relies on the auditor’s statement that the City is merely acting an agent for the developer in hiring MBI. That is not the case. The City is required by law to do an Environmental Impact Report (“EIR”) and provide city planning services, not the developer. These are services being acquired by the City. There is no agency contract contemplated and if there were, absent payment to the city to act as MBI’s agent, serving as the developer’s agent would be a gift of public funds. Moreover, the City would have a conflict of interest because THE CITY has the duty to complete the EIR and city planning. It can’t do that and also serve as the developer’s agent.

For the same reason, the planned expenditures by the City are “expenditures for the City.” The statement by the auditor that they are not is simply wrong.

More generally, what is happening here is the City is taking a deposit in lieu of charging fees. This approach does not change the “color of money” to private funds. These are public funds.

In light of the foregoing, any contract with Michael Baker of \$7,500 or more that is entered into by the City Manager will be invalid and of no force and effect and any payments made under those contracts will be unauthorized, subject to repayment, and an improper gift of public funds.

I have emailed the City Manager to let him know of the requirements of Penal Code §424. This section provides that the City Manager or any City Council member who obligates money without authority of law, such as executing contracts in violation of the BMC is guilty of a felony. In particular, Penal Code §424 provides in part:

(a) Each officer of . . . any city . . . charged with the receipt, safekeeping, transfer, or disbursement of public moneys, who either:

1. Without authority of law, appropriates the same, or any portion thereof, . . . to the use of another . . .

Is punishable by imprisonment in the state prison for two, three, or four years, and is disqualified from holding any office in this state.

This Penal Code section was recently interpreted by the California Supreme Court in People v. Hubbard where it upheld the conviction of a school superintendent for misappropriating public funds for directing district payroll staff to pay an employee a \$20,000 stipend without school board approval. My understanding is that the anticipated Michael Baker contracts are for considerably more than that.

In light of the above, I urge the Council to comply with the City's procurement code and hold a special meeting to approve all contracts where the value or amount of the contract exceeds \$7,500, regardless of how the money is obtained. I also urge the Council in doing so to reaffirm the city's commitment to conduct all its procurements in a lawful manner, even if it requires extra work and more time to complete projects.

Mayor Bruce Lathrop
City of Bradbury
April 17, 2018

RESOLUTION NO. 18-11

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BRADBURY, CALIFORNIA, APPROVING DEMANDS AND WARRANTS NO. 14959 THROUGH NO. 14973 (PRE-RELEASED CHECKS) AND DEMANDS AND WARRANTS NO. 14974 THROUGH NO. 14997 (REGULAR CHECKS)

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

Section 1. That the demands as set forth hereinafter are approved and warrants authorized to be drawn for payment from said demands in the amount of \$5,603.52 (pre-released Checks) and \$144,315.38 at April 17, 2018 from the General Checking Account.

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

<u>Check</u>	<u>Name and (Due Date)</u>	<u>Description</u>	<u>Amount</u>
14959	Internal Revenue Service (4/20/18)	941-V Payment Voucher Quarterly Tax Return Balance due Acct. #101-16-5100	\$7.08
14960	Classic Floor Care (4/13/18)	City Hall Window Cleaning Acct. #101-16-6460	\$265.00
14961	Southern California Edison (4/30/18)	City Hall Utilities Acct. #101-16-6400	\$166.64
14962	MegaPath (5/1/18)	Telephone/VOIP Service Acct. #101-16-6440	\$557.48
14963	California American Water (5/4/18) (5/7/18) (5/7/18)	<u>Water Service for:</u> 2256 Gardi St 301 Mt Olive Dr Irrig 2410 Mt Olive Lane Irrig Acct. #200-48-6400	 \$45.08 \$81.49 <u>\$26.30</u> \$152.87
14964	Molly Maid (4/18/18)	City Hall Cleaning Service for April 18, 2018 Acct. #101-16-6460	\$95.00
14965	Delta Dental (5/1/18)	<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 <u>\$42.88</u> \$217.19

<u>Check</u>	<u>Name and (Due Date)</u>	<u>Description</u>	<u>Amount</u>
14966	Vision Service Plan (5/1/18)	<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
14967	The Standard (5/1/18)	<u>Basic Life and AD&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
14968	Southern California Edison (5/14/18)	Street Lights for Mt. Olive/Gardi Acct. #200-48-6400	\$32.78
14969	The Gas Company (5/14/18)	City Hall Utilities Acct. #101-16-6400	\$15.15
14970	Staples Credit Plan (5/15/18)	Office Supplies Acct. #101-16-6200	\$14.21
14971	Frontier Communications (5/16/18)	Telephone Service (fire alarm line) Acct. #101-23-7420	\$112.69
14972	U.S. Bank (4/30/18)	Custody Charges for April 2018 Safekeeping Fee for 4 CDs Acct. #101-14-7010	\$43.00
14973	GRBCON (5/1/18)	Retention for Lemon Avenue Sewer Acct. #206-50-7605	\$3,785.55
Total Pre-Released Checks			\$5,603.52

REGULAR CHECKS:

<u>Check</u>	<u>Name and (Invoice Date)</u>	<u>Description</u>	<u>Amount</u>
14974	Area D (3/1/18)	Dues for FY 2017/2018 (to replace Check #14901) Acct. #101-24-6030	\$360.00

<u>Check</u>	<u>Name and (Invoice Date)</u>	<u>Description</u>	<u>Amount</u>
14775	Burrtec Waste Services (3/31 & 4/30/18)	Street Sweeping for March and April 2018 Acct. #200-48-7290	\$626.28
14976	Wallin, Kress, Reisman & Kranitz (5/9/18)	<u>City Attorney:</u> Retainer for April 2018 Acct. #101-15-7020 Chadwick Ranch Acct. #103-00-2039 Oak View Estates Acct. #103-00-2038 Prosecutions (119 Furlong) Acct. #101-15-7070 League Conference Acct. #101-15-7080	\$2,450.00 \$450.00 \$2,130.00 \$352.50 <u>\$1,211.21</u> \$6,593.71
14977	CougarMountain (5/9/18)	SA Renewal (Tech Support) Acct. #101-14-6230	\$744.99
14978	ICMA (n/a)	ICMA Membership Renewal Acct. #101-12-6025	\$820.00
14979	Karen Warner Associates, Inc. (5/2/18)	Housing Element Update Acct. #112-20-7245	\$1,350.00
14980	Kevin Kearney (May 2018)	Monthly Cell Phone Allowance Acct. #101-12-6440	\$75.00
14981	Michael Baker International (4/12/18)	Professional Services for the period ending April 1, 2018 Oak View Estates Acct. #103-00-2038	\$11,663.42
14982	Molly Maid (5/2/18)	City Hall Cleaning Service for May 2, 2018 Acct. #101-16-6460	\$95.00
14983	City of Monrovia (n/a)	One Time Payment (Compensation) for loss of property tax revenue) Acct. #101-19-7238 (Annexation)	\$59,000.00
14984	City of Monrovia (4/11/18)	Transportation Services (dial-a-ride) for February and March 2018 Acct. #204-40-7325 (Prop C)	\$1,408.14

<u>Check</u>	<u>Name and (Invoice Date)</u>	<u>Description</u>	<u>Amount</u>	
14985	Pasadena Humane Society (4/30/18)	Animal Control Services for April 2018 Acct. #101-25-7000	\$163.74	
14986	Post Alarm Systems (5/7/18)	City Hall Monitoring for June 2018 Fire & Intrusion Systems Acct. #101-23-7420	\$101.17	
14987	Priority Landscape Services (2/14/18)	Reset Bender Boards on Royal Oaks Trail Acct. #101-21-7075	\$800.00	
14988	Priority Landscape Services (4/1/18)	<u>Monthly 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 <u>\$465.00</u>	 \$1,100.00
14989	The Pun Group (3/16/18)	Audit of Fiscal Year 2016-2017 Progress Billing #1 Prior Balance (FY 15-16) Acct. #101-14-7020	\$13,910.00 <u>\$4,613.00</u>	 \$18,523.00
14990	LA County Public Works Sewer Maintenance Div. (5/1/18)	Special Sewer Maintenance District Annexation Fee (Lemon/Winston) Acct. #20650-7606 (Sewer Fund)	\$8,794.00	
14991	RKA Consulting Group (4/9/18) (4/12/18)	Winston Ave Sewer Extension Acct. #101-19-7230 Mt Olive Lane Sewer Project Acct. #206-50-7601 TTM #73567 (Oak View Estates) Acct. #103-00-2038 Lemon Trail Rehabilitation Acct. #101-19-7230	\$2,735.00 \$1,217.50 \$147.00 <u>\$990.00</u>	 \$5,089.50
14992	Scarlett Santos Leon (April 2018)	Mileage Reimbursement Acct. #101-16-6050	\$25.29	
14993	Southern California Edison (5/8/18)	Street Lights Acct. #200-48-6410	\$720.51	

<u>Check</u>	<u>Name and (Invoice Date)</u>	<u>Description</u>	<u>Amount</u>	
14994	TeamLogic IT of Pasadena (4/2/18)	Mid-Size Server Project Work Sales Tax Acct. #113-20-4500 (Technology Fund)	\$4,995.67 \$2,000.00 <u>\$474.59</u>	\$7,470.26
14995	TeamLogic IT of Pasadena (5/1/18)	Computer Services & Supplies Acct. #101-16-6230		\$590.00
14996	U.S. Bank Corporate Payment Systems (4/23/18)	<u>Claudia Saldana Visa Card:</u> Post Office (Certified Mail) Acct. #101-12-6120 MyFax (March 2018) Acct. #101-16-6230 Bit Lots Stores Acct. #101-16-6450 Post Office (Certified Mail) Acct. #101-12-6120 MyFax (April 2018) Acct. #101-16-6230	\$8.32 \$20.00 \$20.81 \$6.20 <u>\$20.00</u>	 \$75.33
14997	VCA Code Group (4/16/18)	Plan Check & Permitting Acct. #101-20-7220 Planning Services (Retainer) Acct. #101-20-7210 Hourly Services (City Planner) Acct. #101-20-7220 Oak View Estates (City Planner) Acct. #103-00-2038	\$10,224.79 \$3,900.00 \$3,630.00 <u>\$371.25</u>	 \$18,126.04
Total Regular Checks				\$144,315.38

PAYROLL for May 2018:

ACH	Kevin Kearney (May 2018)	Salary: City Manager Acct. #101-12-5010 Withholdings Acct. #101-00-2011	\$8,541.67 <u>(1,769.18)</u>	 \$6,772.49
ACH	Claudia Saldana (May 2018)	Salary: City Clerk Acct. #101-13-5010 Withholdings Acct. #101-00-2011	\$4,895.08 <u>(1,234.92)</u>	 \$3,660.16

ACH	Scarlett Santos Leon (May 2018)	Salary: Management Analyst Acct. #101-16-5010	\$3,776.33	
		Withholdings Acct. #101-00-2011	(800.72)	
		PERS Employee Share Acct. #101-16-5010	<u>(236.02)</u>	\$2,739.59
ACH	Lisa Bailey (May 2018)	Finance Director (April 2018) 11.50 x \$77.80/hour Acct. #101-14-5010	\$894.65	
		Withholdings Acct. #101-00-2011	<u>(83.41)</u>	\$811.24

Total Payroll **\$13,983.48**

ELECTRONIC FUND TRANSFER (EFT) PAYMENTS for May 2018:

<u>Check</u>	<u>Name and (Invoice Date)</u>	<u>Description</u>	<u>Amount</u>	
EFT	Aetna (May 2018)	<u>Health Insurance for May 2018:</u> City Manager Acct. #101-12-5100	\$1,417.84	
		City Clerk Acct. #101-13-5100	<u>\$838.06</u>	\$2,255.90
EFT	EDD (May 2018)	State Tax Withholdings SDI Acct. #101-00-2011	\$625.66 <u>\$181.08</u>	\$806.74
EFT	Dept. of Treasury Internal Revenue Service (May 2018)	Federal Tax Withholdings Social Security Medicare (Employee's portion of Social Security and Medicare is matched by the City) Acct. #101-00-2011	\$1,699.26 \$2,245.34 <u>\$525.12</u>	\$4,469.72
EFT	California PERS (May 2018)	City Manager Acct. #101-12-5100 City Clerk Acct. #101-13-5100 Management Analyst Acct. #101-16-5100	\$1,203.58 \$685.77 <u>\$482.73</u>	\$2,372.08

MAYOR – CITY OF BRADBURY

Reso. No. 18-11
Page 6 of 7
May 15, 2018

ATTEST:

CITY CLERK – CITY OF BRADBURY

"I, Claudia Saldana, City Clerk, hereby certify that the foregoing Resolution, being Resolution No. 18-11, was duly adopted by the City Council of the City of Bradbury, California, at a regular meeting held on the 15th day of May, 2018 by the following roll call vote:"

AYES:

NOES:

ABSENT:

CITY CLERK – CITY OF BRADBURY



More Account

Remit payment and make checks payable to:
STAPLES CREDIT PLAN
DEPT. 11 - 000537241
PO BOX 9001036
LOUISVILLE, KY 40290-1036

INVOICE DETAIL

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

Amount Due:	Trans Date:	DUE DATE:	Invoice #:
\$14.21	03/21/18	05/15/18	10269
PO: 3212018		Store: 100001070, DUARTE, CA	

PRODUCT	SKU #	QUANTITY	UNIT PRICE	TOTAL PRICE
POST-IT 3X3 REC SS BORA 5	631343	1.0000 EA	\$9.99	\$9.99
AVY INK LBL 6UP 25-3 1/3	764134	1.0000 EA	\$12.99	\$12.99
STAPLES FUNDED COUPON	558100	1.0000 EA	-\$5.00	-\$5.00
STAPLES FUNDED COUPON	558100	1.0000 EA	-\$5.00	-\$5.00
SUBTOTAL				\$12.98
TAX				\$1.23
TOTAL				\$14.21

see Check # 14970

724105





CITY OF BRADBURY

ACCOUNT NUMBER 4246-0400-8040-6665

STATEMENT DATE 04-23-18

TOTAL ACTIVITY	\$ 75.33
----------------	----------

**"MEMO STATEMENT ONLY"
DO NOT REMIT PAYMENT**

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

APR 3 0

NEW ACCOUNT ACTIVITY

POST DATE	TRAN DATE	TRANSACTION DESCRIPTION	REFERENCE NUMBER	MCC	AMOUNT
03-23	03-22	USPS PO 0522740820 DUARTE CA PUR ID: None TAX: 0.00	24445008082000666924276	9402	8.32
03-23	03-23	MYFAX *PROTUS IP SOLN 866-563-9212 CA PUR ID: 33043341 TAX: 0.00	24692168082100778690500	5968	20.00
03-30	03-28	BIG LOTS STORES - #4170 DUARTE CA PUR ID: TAX: 1.81	24445008088500343825022	5310	20.81
04-06	04-05	USPS PO 0522740820 DUARTE CA PUR ID: None TAX: 0.00	24445008096000674471447	9402	6.20
04-23	04-23	MYFAX *PROTUS IP SOLN 866-563-9212 CA PUR ID: 33067308 TAX: 0.00	24692168113100773887062	5968	20.00

see Check # 14996

Default Accounting Code:

CUSTOMER SERVICE CALL 800-344-5696	ACCOUNT NUMBER 4246-0400-8040-6665		ACCOUNT SUMMARY	
	STATEMENT DATE 04-23-18		DISPUTED AMOUNT \$.00	
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	AMOUNT DUE \$ 0.00 DO NOT REMIT		PREVIOUS BALANCE \$.00	
			PURCHASES & OTHER CHARGES \$75.33	
			CASH ADVANCES \$.00	
			CASH ADVANCE FEE \$.00	
			CREDITS \$.00	
		TOTAL ACTIVITY		\$75.33

City of Bradbury Monthly Investment Report for the month of April 2018

CASH ON DEPOSIT BY ACCOUNT

Bank Accounts:
Wells Fargo Bank - General Checking

Amount	Maturity	Interest Rate
\$ 844,724.00	n/a	0%

Investments:

Local Agency Investment Fund (LAIF)

\$ 3,274,311.18	n/a	1.66%
-----------------	-----	-------

US Bank Safekeeping Acct. (CD #1)
US Bank Safekeeping Acct. (CD #2)
US Bank Safekeeping Acct. (CD #3)
US Bank Safekeeping Acct. (CD #4)

\$ 248,000.00	8/31/2018	1.75%
\$ 247,000.00	10/8/2018	1.35%
\$ 248,000.00	9/9/2019	1.35%
\$ 247,000.00	12/7/2020	2.10%

Total

\$ 5,109,035.18

CASH & INVESTMENTS ON DEPOSIT BY FUND

Funds

General Fund (101)
Utility Users Tax Fund (102)
Deposits Fund (103)
Long Term Planning Fee Fund (112)
Technology Fee Fund (113)
Gas Tax Fund (200)
Prop A Fund (203)
Prop C Fund (204)
TDA Fund (205)
Sewer Fund (206)
STPL Fund (208)
Recycling Grant Fund (209)
Measure R Fund (210)
Measure M Fund (212)
COPS Fund (215)
Grant Fund-Other (217)
Fire Safe Grant Fund (219)

Amount
\$2,737,949.03
\$728,573.81
\$54,648.91
\$17,595.76
\$53,444.87
\$109,114.61
(\$422.25)
\$56,188.26
(\$3,881.63)
\$1,101,428.62
\$32,742.73
\$6,857.30
\$73,419.56
\$9,215.21
\$112,780.29
\$8,854.21
\$10,525.89


Total

\$ 5,109,035.18

I hereby certify that there are sufficient funds available to meet the City's obligations for the next three (3) months.

This report is prepared in accordance with the guidelines established in the Statement of Investment Policy adopted November 21, 2017

Submitted By:


Kevin Kearney
City Manager

Reviewed By:

Laurie Silver
City Treasurer

Revenues

Acct. Number	Account Description	2015-16 Actual	2016-17 Actual	2017-18 Budget	2017-18 YTD @ 04/30/18	
General Fund:						
101-00-4010	Property Tax-Current Secured	378,325	397,293	400,000	388,368	97%
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	8,643	89%
101-00-4070	Delinquent Taxes	6,482	6,408	5,000	5,803	116%
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	13,044	75%
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		0%
101-00-4190	Real Property Transfer Tax	15,922	32,492	18,000	30,047	167%
101-00-4200	Motor Vehicle In-Lieu	115,939	123,481	125,000	65,615	52%
101-00-4210	Dist & Bail Forfeiture	8,734	4,996	6,000	2,680	45%
101-00-4220	Fines-City	12,158	-	1,000	1,906	191%
101-00-4350	Business License	40,536	41,296	40,000	36,616	92%
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	44,489	49%
101-00-4470	Building Construction Permit	298,311	309,178	300,000	170,658	57%
101-00-4480	Building Plan Check Fees	299,215	270,669	290,000	229,112	79%
101-00-4485	Landscape Plan Check Permit	34,911	28,204	30,000	8,669	29%
101-00-4490	Green Code Compliance	41,902	40,268	40,000	24,230	61%
101-00-4500	Civic Center Rental Fee	-	-	1,000	150	15%
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	99,867	91%
101-00-4600	Interest Income	13,200	17,136	13,500	26,520	196%
101-00-4700	Sales of Maps & Publications	259	446	300	298	99%
101-00-4800	Other Revenue	1,021	9	-	187	0%
101-00-4850	Cal-Am Loan Repayment	14,459	4,820	4,820		0%
101-00-4900	Reimbursements	-	4,323	-	65	0%
101-00-4920	Sale of Prop. A Funds		-	-	56,000	0%
Total General Fund Revenues		1,767,883	1,752,050	1,655,820	1,330,513	80%
Utility Users Tax Fund:						
102-00-4600	Interest	230	2,902	450	-	0%
102-00-4810	Water	30,726	40,212	38,000	42,036	111%
102-00-4820	Trash	22,638	22,815	22,500	19,399	86%
102-00-4830	Electric	100,778	94,765	103,000	84,646	82%
102-00-4840	Natural Gas	14,909	15,426	15,000	11,321	75%
102-00-4850	UUT - Cable	17,838	19,850	20,000	16,497	82%
102-00-4855	Telecom-Minors	12,387	14,505	15,700	10,888	69%
102-00-4856	Telecom-AT&T	444	449	500	364	73%
102-00-4857	Telecom-Verizon	6,182	5,650	6,000	4,402	73%
102-00-4858	Telecom-Sprint Nextel	2,735	4,288	4,000	929	23%
102-00-4900	Reimbursements	1,277	-	-	364	
		210,144	220,862	225,150	190,846	85%

Revenues

Acct. Number	Account Description	2015-16 Actual	2016-17 Actual	2017-18 Budget	2017-18 YTD @ 04/30/18	
Civic Center Fund:						
111-00-4000	Transfer In from General Fund	-	4,544	-		
111-00-4500	Civic Center Rental Fee	975	900	-		
		975	5,444	-	-	-
Long Term Planning Fee Fund:						
112-00-4490	Long-Term Planning Fee	11,569	11,637	11,000	8,874	81%
112-00-4600	LTP Fee Interest Income	66	29	75	-	
		11,635	11,666	11,075	8,874	80%
Technology Fee Fund:						
113-00-4520	Technology Fee	22,609	24,453	22,000	13,462	61%
113-00-4600	Technology Fee Interest Income	1,307	217	1,050	-	
		23,916	24,670	23,050	13,462	58%
Gas Tax Fund:						
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	23,051	62%
200-00-4600	Gas Tax Interest	396	552	400	-	
		32,556	27,340	37,359	24,309	65%
Prop. A Fund:						
203-40-4260	Prop. A Transit Funds	19,530	19,835	20,000	17,350	87%
203-40-4600	Prop. A Transit Interest	133	293	150	-	
		19,663	20,128	20,150	17,350	86%
Prop. C Fund:						
204-48-4260	Prop. C Funds	16,034	16,295	16,500	14,548	88%
204-48-4600	Prop. C Interest	164	252	175	-	
		16,198	16,547	16,675	14,548	87%
Sewer Fund:						
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%
		230,414	506,229	1,136,967	1,143,140	101%
STPL Fund:						
208-00-4260	STPL Funds	-	18,828	-	-	
208-00-4600	STPL Interest	57	166	-		
		57	18,994	-	-	
Recycling Grant Fund:						
209-00-4260	Recycling Grant Funds	5,000	5,000	5,000		0%
209-00-4600	Recycling Grant Interest	41	62	45	-	
		5,041	5,062	5,045	-	0%
Measure R Fund:						
210-48-4260	Measure R Funds	12,157	12,342	12,500	10,765	86%
210-48-4600	Measure R Interest	252	311	250	-	
		12,409	12,653	12,750	10,765	84%
Measure M Fund						
212-48-4260	Measure M Funds			7,500	9,215	
212-48-4600	Measure M Interest				-	
			-	7,500	9,215	0%

Revenues

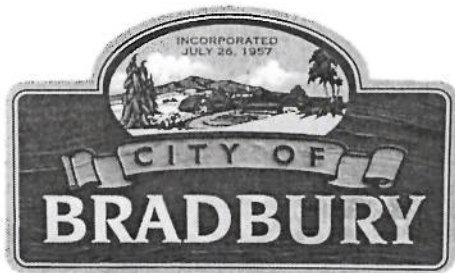
Acct. Number	Account Description	2015-16 Actual	2016-17 Actual	2017-18 Budget	2017-18 YTD @ 04/30/18	
Citizen's Option fo Public Safety (COPS) Fund:						
215-23-4260	COPs Funds	114,618	116,750	100,000	214,990	215%
215-23-4600	COPs Interest	358	539	360	-	
		114,976	117,289	100,360	214,990	214%
County Park Grant:						
217-00-4210	County Park Grant	26,500	48	-		
217-00-4600	Grant Fund Interest Income	24	-	-		
		26,524	48	-	-	-
Fire Safe Grant 14-USFS-SFA-0053:						
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			
		47,732	57	-	-	
Total Revenues		2,520,123	2,739,039	3,251,901	2,978,011	92%

Account Description	Expenditures				
	2015-16 Actual	2016-17 Actual	2017-18 Budget	2017-18 YTD @ 04/30/18	
General Fund:					
101-00-5000 Transfers Out	176,500	485,773	1,100,000	1,100,000	100%
City Council Division:					
101-11-6500 Community Support (homelessness)	-	3,000	3,000		0%
101-11-6100 Events and awards	130	57	7,850	6,760	86%
101-11-6110 City Newsletter	225	215	250		0%
	355	3,272	11,100	6,760	61%
City Manager Division:					
101-12-5010 Salaries	105,795	93,641	102,500	85,417	83%
101-12-5100 Benefits	42,583	26,424	48,000	34,648	72%
101-12-6020 Meetings & Conferences	2,173	854	2,500	2,729	109%
101-12-6025 Expense Account	145	237	1,500	247	16%
101-12-6050 Mileage	983	488	1,200	884	74%
101-12-6210 Special Department Supplies	-	23,097	100	-	0%
101-12-6440 Cell Phone	450	350	900	750	83%
	152,129	145,091	156,700	124,675	80%
City Clerk Division:					
101-13-5010 Salaries	54,470	56,104	57,619	50,951	88%
101-13-5100 Benefits	20,738	22,469	27,000	20,258	75%
101-13-6020 Meetings & Conferences	-	-	100		0%
101-13-6040 Transportation & Lodging	-	-	100		0%
101-13-6050 Mileage	70	156	150	133	89%
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	74,132	76%
Finance Division:					
101-14-5010 Salaries	10,810	13,746	14,492	10,839	75%
101-14-5100 Benefits	1,868	1,198	1,500	911	61%
101-14-6020 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	714	36%
101-14-7010 Contracted Banking Services	3,166	4,034	4,600	3,448	75%
101-14-7020 Contracted Audit Services	14,613	10,000	14,500	-	0%
101-14-7040 GASB Reports	14,694	1,300	1,300	350	27%
	61,108	31,340	38,842	16,356	42%
City Attorney Division:					
101-15-7020 City Attorney Retainer	24,750	36,385	29,400	22,050	75%
101-15-7070 City Attorney Special Serv	2,326	5,333	7,000	2,350	34%
101-15-7080 Seminars & Training	425	1,008	1,000	-	0%
	27,501	42,726	37,400	24,400	65%
General Government Division:					
101-16-5010 Salaries	42,840	40,785	45,316	30,138	67%
101-16-5100 Benefits	15,877	12,277	15,600	7,750	50%
101-16-6010 Seminars & Training	-	-	500	375	75%
101-16-6020 Meetings & Conferences	47	-	150	-	0%
101-16-6040 Transportation & Lodging	-	-	500	-	0%
101-16-6050 Mileage	589	195	500	163	33%
101-16-6120 Postage	356	227	500	189	38%
101-16-6200 Office Supplies	1,093	1,652	1,500	859	57%
101-16-6210 Special Departmental Supplies		-	-	1,622	

		Expenditures			
Account Description		2015-16 Actual	2016-17 Actual	2017-18 Budget	2017-18 YTD @ 04/30/18
101-16-6230	Computer & Website Services	10,058	9,149	18,000	5,992 33%
101-16-6240	PERS UAL Payment	168,139	-	-	317
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	2,489 50%
101-16-6440	Telephone	6,070	7,118	7,000	5,602 80%
101-16-6450	Building Operations	1,468	1,047	1,000	838 84%
101-16-6460	Building & Cleaning Service	2,430	2,565	2,500	2,225 89%
101-16-6470	Maintenance & Supplies	-	152	500	- 0%
101-16-7600	Operating Contingency	1,590	241	-	-
		296,744	117,657	140,066	115,513 82%
Engineering Division:					
101-19-7230	Contracted Engineering Services	116,910	149,888	108,000	107,573 100%
101-19-7238	Annexation	17,627	1,630	18,370	350 2%
101-19-7310	Woodlyn Lane/Mt. Olive Drainage	19,844	128,365	-	-
		154,381	279,883	126,370	107,923 85%
Planning, Zoning & Development Division:					
101-20-6120	Postage	69	(77)	250	286 114%
101-20-6210	Special Department Supplies	59	-	500	194 39%
101-20-6240	Environmental Filing Fees	-	-	500	- 0%
101-20-7210	City Planner Retainer	50,700	46,800	46,800	31,200 67%
101-20-7220	Contracted Building & Safety	325,845	291,247	290,000	139,315 48%
101-20-7240	City Planner Special Service	14,767	8,957	10,000	6,187 62%
101-20-7245	General Plan update	-	-	-	406
		391,440	346,927	348,050	177,588 51%
Parks & Landscape Maintenance Division:					
101-21-7015	Royal Oaks Trail Maintenance	8,560	8,210	10,000	3,135 31%
101-21-7020	City Hall Grounds Maintenance	2,680	2,920	3,000	1,660 55%
101-21-7025	Trail Maintenance	7,385	23,960	-	1,635
101-21-7035	Mt.Olive Entrance & Trail	6,711	4,998	5,500	4,768 87%
101-21-7045	Lemon/RO Horse Trail	680	910	1,000	920 92%
101-21-7060	Street Tree Trimming	12,083	11,300	10,000	- 0%
		38,099	52,298	29,500	12,118 41%
Public Safety Division:					
101-23-6210	Special Departmental Services	-	67	-	-
101-23-7410	Contract Services Sheriff	97,736	95,970	110,000	90,587 82%
101-23-7420	City Hall Security	2,438	2,643	2,600	2,256 87%
101-23-7450	Code Enforcement	4,714	2,771	3,500	3,371 96%
		104,888	101,451	116,100	96,214 83%
Emergency Preparedness Division:					
101-24-6010	Seminars & Training	123	-	-	-
101-24-6020	Meetings & Conferences	-	-	-	49
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	1,294 7%
Animal & Pest Control Division:					
101-25-7000	Animal Control Services	2,058	2,411	3,000	2,327 78%
101-25-7010	Pest Control Services	-	-	300	- 0%
		2,058	2,411	3,300	2,327 71%

Account Description	Expenditures				
	2015-16 Actual	2016-17 Actual	2017-18 Budget	2017-18 YTD @ 04/30/18	
Intergovernmental Relations Division:					
101-30-6030 Memberships & Dues	8,143	8,452	8,500	8,610	101%
General Fund Totals	1,592,852	1,717,363	2,230,647	1,867,910	84%
Utility Users Tax Fund:					
102-42-7630 NPDES Stormwater Compliance	61,375	78,602	348,922	35,260	10%
Civic Center Fund:					
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	-	-	-	
Long Term Planning Fee Fund:					
Technology Fee Fund:					
113-20-4500 Technology expense			-	1,160	
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	8,630	41%
Gas Tax Fund:					
200-48-6400 Utilities-Select System	3,620	7,518	7,500	9,131	122%
200-48-6410 Street Lights	8,759	7,752	8,000	7,131	89%
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	2,818	63%
200-48-7750 Woodlyn Lane Pavement Rehab.	-	3,114	-	-	
	16,973	23,890	25,500	20,501	80%
Prop. A Fund:					
203-00-7600 Sale of Prop. A Funds			-	80,000	
203-40-7625 Transit Services					
		-	-	80,000	-
Prop. C Fund:					
Staffing	-	-	-		
204-20-6030 Memberships & Dues	346	514	520	642	123%
204-40-7325 Transit Services	8,449	8,449	9,000	4,928	55%
204-48-7750 Woodlyn Lane Pavement Rehab.	-	-	-		
	8,795	8,963	9,520	5,570	59%
Transporation Development Act Fund:					
205-48-7720 Lemon Trail Project	-	-	25,000	3,660	15%
205-00-7760 Return of Funds			-	220	
	-	-	25,000	3,880	0
Sewer Fund:					
206-50-7600 Mt. Olive Drive Sewer Project	195,710	323,075	-		
206-50-7601 Mt. Olive Lane Sewer Project	-	31,530	551,502	10,957	2%
206-50-7605 Lemon Ave. Project Phase I (Monrovia)	13,432	7,810	113,793	100,031	88%
206-50-7606 Winston Ave Project	800	44,696	470,804	5,613	1%
	209,942	407,111	1,136,099	116,601	10%
	-				
Prop. 1B Fund:					

Account Description	Expenditures				
	2015-16 Actual	2016-17 Actual	2017-18 Budget	2017-18 YTD @ 04/30/18	
207-48-7000 Prop. 1B Street Repairs	3,147	-	-	-	-
STPL Fund:					
208-48-7000 STPL Street Repairs					
Recycling Grant Fund:					
209-35-7300 Recycling Education	4,198	1,500	1,500	4,500	300%
Measure R Fund:					
Solar Feedback Signs	-	-			
210-48-7000 Contract Services	20,380	-			
210-48-7750 Woodlyn Lane Pavement Rehab.	-	-	-		
	20,380	-	-	-	
Measure M Fund					
212-48-6555 Street Improvements			7,500		
		-	7,500	-	
Citizen's Option fo Public Safety (COPS) Fund:					
215-23-7410 Contract Services Sheriff	56,307	116,750	143,750	145,020	101%
Grant Fund (Other):					
AQMD Tree Partnership		-	-		
Transfers Out		-	-		
		-	-	-	-
County Park Grant:					
217-21-7650 Civic Center Park	24,000	-	-	-	
Fire Safe Grant 14-USFS-SFA-0053:					
219-21-7065 Brush Clearance	95,569	-	-	-	
Total Expenditures	2,116,277	2,354,647	3,949,291	2,287,872	58%



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

City of Bradbury Agenda Memo

TO: Honorable Mayor and Members of the City Council

FROM: Kevin Kearney, City Manager

DATE: May 15, 2018

SUBJECT: **UPDATE OF TERMS FOR VCA CONTRACT**

ATTACHMENTS: 1. Updated Draft Agreement, 2018
2. Current Agreement, 2013

SUMMARY

The California Joint Powers Insurance Authority (CalJPIA) has recently suggested that the City of Bradbury revise VCA's current agreement due to its unusual indemnification clause. As a result, the City has revised the agreement to alter the indemnification and has updated the terms of the agreement to reflect current standards. No changes have been made to the contract's financial or service terms.

It is recommended that the City Council review the new updated draft agreement and approve the City Manager to execute the updated Professional Services Agreement with VCA Code Group.

DISCUSSION

Every year, the City submits their service contracts to the CalJPIA for review of services. The CalJPIA typically analyzes a city's staffing and usage of contractual services to determine the level of insurance coverage. The level of coverage is usually correlated with the cost of the insurance program.

About a year ago, the CalJPIA reviewed the City of Bradbury's service contracts and discovered that the contract with VCA Code Group had a rather unusual indemnification clause. The current contract states that:

"The City shall indemnify Consultant for any and all losses, claims, and expenses arising out of its performance of this Agreement..." (Article 10.1 – Indemnification)

With the current language, the CalJPIA determined that the City needed a greater level of liability insurance because the City had agreed to cover VCA for any/all damages that they may incur. CalJPIA refers to this as a 'protected contract', as the city protects the services provider from liability. In most cities with their contracts, service providers usually indemnify or cover the city from any of their liability. Since the City of Bradbury houses a 'protected contract' with VCA, the CalJPIA determined there was a greater liability risk, decided that a higher level of insurance was needed, and therefore, increased the City's payment rates for Fiscal Year 2017/2018.

The new contract reverses the indemnification languages, and eliminates the 'protected contract' designation, which states:

"Consultant shall indemnify, protect, defend and hold harmless the City and any of its officials, employees and agents from and against any losses, liabilities, damages..." (12.1)

Additional terms were added to the contract to include standard more updated language. The draft contract does not alter any of the existing financial or service terms.

FINANCIAL ANALYSIS

The adoption of the new updated terms in the drafted Professional Services Agreement does not have a significant financial impact. The new draft contract does not alter any of the existing financial or service terms associated with the current contract.

With the new indemnification language in place, it is expected that the City's insurance premiums will decrease in Fiscal Year 2018/2019.

STAFF RECOMMENDATION

It is recommended that the City Council review the updated draft agreement and approve the updated Professional Services Agreement with VCA Code Group.

ATTACHMENT #1

I. PROFESSIONAL SERVICES AGREEMENT
(City of Bradbury / VCA Code Group)

1. IDENTIFICATION

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is entered into by and between the City of Bradbury, a municipal corporation ("City"), and The Code Group Inc., DBA VCA Code Group, a private company ("Consultant").

2. RECITALS

- 2.1 WHEREAS, City has determined that it requires the following professional services from a consultant, which include Building Safety, Inspection, and Plan Check Services.
- 2.2 WHEREAS, Consultant is willing to render professional services, as hereinafter defined, on the following terms and conditions.

NOW, THEREFORE, in consideration of the mutual agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

3. DEFINITIONS

- 3.1 "Scope of Services": Such professional services as are set forth in Exhibit A, Exhibit B, and incorporated herein by this reference.
- 3.2 "Approved Fee Schedule": Such compensation rates as are set forth in Consultant's Accounting and Schedule of Fees attached hereto as Exhibit C and incorporated herein by this reference.

4. TERM

This Agreement shall be operative as of the date this Agreement is approved by the City ("Commencement Date") and shall continue in effect until such time as the Agreement is terminated by either party. Consultant agrees to provide City with not less than sixty (60) days notice prior to terminating its services to City, unless City agrees to a shorter duration.

5. CONSULTANT'S SERVICES

- 5.1 Consultant shall perform the services identified in the Scope of Services. City shall have the right to request, in writing, changes in the Scope of Services. Any such changes mutually agreed upon by the parties, and any corresponding increase or decrease in compensation, shall be incorporated by written amendment to this Agreement.
- 5.2 Consultant shall perform all work to the highest professional standards of

Consultant's profession and in a manner reasonably satisfactory to City. Consultant shall comply with all applicable federal, state and local laws and regulations, including the conflict of interest provisions of Government Code Section 1090 and the Political Reform Act (Government Code Section 81000 *et seq.*).

- 5.3 During the term of this Agreement, Consultant shall not perform any work for another person or entity for whom Consultant was not working at the Commencement Date if both (i) such work would require Consultant to abstain from a decision under this Agreement pursuant to a conflict of interest statute and (ii) City has not consented in writing to Consultant's performance of such work.
- 5.4 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. Consultant's project administrator shall have direct responsibility for management of Consultant's performance under this Agreement. No change shall be made in Consultant's project administrator without City's prior written consent.

6. CITY MANAGER SUPERVISION

- 6.1 The City Manager shall have the right of general supervision of all the work performed by the Consultant and shall be the City's agent with respect to the review, critique and approval of the services of the Consultant. The City Manager shall arrange for the orderly administration of the scope of services by the Consultant, including provisions for work authorizations and coordination of performance. The City Manager shall have the right to delegate supervision of certain projects and areas of the Agreement. The City Manager shall establish written work authorization procedures.

7. DESIGNATION OF CITY BUILDING OFFICIAL

- 7.1 Building Official – As an express condition of the City entering into this Agreement, Charles Russell, CBO, shall be directly responsible for the performance of work required pursuant to this Agreement. If, at any time, the services of Charles Russell are not available to supervise the services to be performed under the terms of this Agreement, this Agreement shall be immediately cancelable at the option of the City of Bradbury and the City will no longer be bound to make compensation to the Consultant for any purposes whatsoever after the date of David G. Gilbertson is no longer available to provide such supervision. The Building Official for the City of Bradbury shall be Charles and Consultant will not designate any other person to perform such services.

- 7.2 Assignment of Transfer – This Agreement covers professional or specialized services of a specific and unique nature and the Consultant shall not assign, subcontract, delegate, sublet or transfer Consultant’s interest in this Agreement without the prior written consent of the City. Any attempt to do so shall be unenforceable and void.

8. COMPENSATION

- 8.1 City agrees to compensate Consultant for the services provided under this Agreement, and Consultant agrees to accept in full satisfaction for such services, payment in accordance with Exhibit B.
- 8.2 Consultant shall submit to City an invoice, on a monthly basis or less frequently, for the services performed pursuant to this Agreement. The invoice shall itemize the services rendered during the billing period and the amount due. Within fifteen business days of receipt of the invoice, City shall notify Consultant in writing of any disputed amounts included on the invoice. Within sixty (60) 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.
- 8.3 Payments for any services requested by City and not included in the Scope of Services shall be made to Consultant by City on a time-and-materials basis using Consultant’s standard fee schedule. Consultant shall be entitled to increase the fees in this fee schedule at such time as it increases its fees for its clients generally; provided, however, in no event shall Consultant be entitled to increase fees for services rendered before the thirtieth (30th) day after Consultant notifies City in writing of an increase in that fee schedule nor to claim payment other than in compliance with this Agreement, including Section 5.1 above. Fees for such additional services shall be paid within sixty (60) days of the date Consultant issues an invoice to City for such services

9. OWNERSHIP OF WRITTEN PRODUCTS

All reports, documents or other written material (“written products” herein) developed by Consultant in the performance of this Agreement shall be and remain the property of City without restriction or limitation upon use, reproduction, or dissemination by City, and Consultant hereby assigns and agrees to assign to City all rights to such written products. 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.

10. 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 look to City as its employer. Consultant shall not be entitled to any benefits. City makes no representation as to the effect of this independent contractor relationship on Consultant's (or its principal's) previously earned PERS retirement benefits, if any, and Consultant specifically assumes the responsibility for making such a determination. Consultant shall be responsible for all reports and obligations including, but not limited to: social security taxes, income tax withholding, unemployment insurance, disability insurance, and workers' compensation.

11. CONFIDENTIALITY

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

12. INDEMNIFICATION

12.1 When the law establishes a professional standard of care for Consultant's Services, to the fullest extent permitted by law, Consultant shall indemnify, protect, defend and hold harmless the City and any of its officials, employees and agents ("Indemnified Parties") from and against any and all losses, liabilities, damages, costs and expenses, including legal counsel's fees and costs, caused in whole or in part by any negligent or wrongful act, error or omission of Consultant, its officers, agents, employees or subconsultants (or any agency or individual that Consultant shall bear the legal liability thereof) in the performance of professional services under this Agreement. Consultant's duty to indemnify and hold harmless Agency shall not extend to the Agency's sole or active negligence.

12.2 Other than in the performance of professional services and to the full extent permitted by law, Consultant shall indemnify, defend and hold harmless City, and any and all of its employees, officials and agents from and against any liability (including liability for claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, whether actual, alleged or threatened, including legal counsel fees and costs, court costs, interest, defense costs, and expert witness fees), where the same arise out of, are a consequence of, or are in any way attributed to, in whole or in part, the performance of this Agreement by Consultant or by any individual or City for which Consultant is legally liable, including but not limited to officers, agents, employees or subcontractors of Consultant.

- 12.3 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 12 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.
- 12.4 The obligations of Consultant under this Section 12 are not limited by the provisions of any workers' compensation statute or similar act. Consultant expressly waives its statutory immunity under such statutes or laws as to City, its officers, agents, employees and volunteers.
- 12.5 Consultant agrees to obtain executed indemnity agreements with provisions identical to those set forth in this Section 12 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.
- 12.6 City does not, and shall not, waive any rights that it may possess against Consultant because of the acceptance by City, or the deposit with City, of any insurance policy or certificate required pursuant to this Agreement. This hold harmless and indemnification provision shall apply regardless of whether or not any insurance policies apply to the claim, demand, damage, liability, loss, cost or expense.

13. INSURANCE

- 13.1 Without limiting Consultant's indemnification of Agency, and prior to commencement of Work, Consultant shall obtain, provide and maintain at its own expense during the term of this Agreement, policies of insurance of the type and amounts described below and in a form satisfactory to Agency.

13.1.1 **General liability insurance.** Consultant shall maintain commercial general liability insurance with coverage at least as broad as Insurance Services Office form CG 00 01, in an amount not less than \$1,000,000 per

occurrence, \$2,000,000 general aggregate, for bodily injury, personal injury, and property damage. The policy must include contractual liability that has not been amended. Any endorsement restricting standard ISO "insured contract" language will not be accepted.

13.1.2 **Automobile liability insurance.** Consultant shall maintain automobile insurance at least as broad as Insurance Services Office form CA 00 01 covering bodily injury and property damage for all activities of the Consultant arising out of or in connection with Work to be performed under this Agreement, including coverage for any owned, hired, non-owned or rented vehicles, in an amount not less than \$1,000,000 combined single limit for each accident.

13.1.3 **Workers' compensation insurance.** Consultant shall maintain Workers' Compensation Insurance (Statutory Limits) and Employer's Liability Insurance (with limits of at least \$1,000,000).

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

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

13.1.5 Requirements not limiting. Requirements of specific coverage features or limits contained in this Section are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue and is not intended by any party or insured to be all inclusive, or to the exclusion of other coverage, or a waiver of any type. If the Consultant maintains higher limits than the minimums shown above, the City requires and shall be entitled to coverage for the higher limits maintained by the Consultant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

13.2 Consultant shall require each of its subcontractors to maintain insurance coverages that meet all of the requirements of this Agreement.

- 13.3 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.
- 13.4 Consultant agrees that if it does not keep the aforesaid insurance in full force and effect, City may either (i) immediately terminate this Agreement; or (ii) take out the necessary insurance and pay the premium(s) thereon at Consultant's expense.
- 13.5 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. Consultant shall file with City's Risk Manager such certificate(s) prior to commencement of work under this Agreement.
- 13.6 Consultant shall provide proof to City's Risk Manager that policies of insurance required herein expiring during the term of this Agreement have been renewed or replaced with other policies providing at least the same coverage at least two weeks prior to the expiration of the coverages.
- 13.7 The general liability 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 word "endeavor" with regard to any notice provisions.
- 13.8 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.
- 13.9 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 City.
- 13.10 Any deductibles or self-insured retentions must be declared to and approved by City. At the option of City, Consultant shall either reduce or eliminate the deductibles or self-insured retentions with respect to City, or Consultant shall procure a bond guaranteeing payment of losses and expenses.
- 13.11 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 12 of this Agreement.

14. MUTUAL COOPERATION

- 14.1 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.
- 14.2 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.

15. 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.

16. 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.

17. 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, City Manager
Telephone: (626) 358-3218
Facsimile: (626) 303-5154

If to Consultant:

VCA Code Group
2200 West Oranewood Ave, Suite 155
Orange, CA 92868
Attn: Charles Russell
Telephone: (714) 363-4700
Facsimile: (714) 3634-4747

With courtesy copy to:

Cary S. Reisman, City Attorney
Wallin, Kress, Reisman & Kranitz, LLP
2800 28th Street, Suite 315
Santa Monica, CA 90405-6201
Telephone: (310) 450-9582
Facsimile: (310) 450-0506

18. SURVIVING COVENANTS

The parties agree that the covenants contained in Sections 9, and 11 through 15 inclusive of this Agreement shall survive the expiration or termination of this Agreement.

19. TERMINATION

- 19.1 The City may terminate this Agreement by giving a thirty (30) day written notice and the Consultant may terminate this Agreement upon giving a sixty (60) day notice. Inasmuch as the services to be provided under this Agreement are professional services, termination by either party shall be with due regard to the interests of the other party. 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.
- 19.2 If Consultant terminates, they shall, at the request of the City, use their best efforts to perform essential services under this Agreement until a replacement has been selected. In the event of such termination, Consultant shall be entitled to reimbursement for all expenses incurred by them prior to expiration of such notice, and the amount of fees paid by Consultant shall be determined based upon the percentage of work completed as of the expiration of such notice.
- 19.3 If City terminates this Agreement due to no fault or failure of performance by Consultant, then Consultant shall be paid based on the work satisfactorily performed 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.

20. PREVAILING WAGE LAW

Consultant is aware of the requirements of California Labor Code Section 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8, Section 16000, et seq., ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on certain "public works" and "maintenance" projects. If the services under this Agreement are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and if the total compensation is

\$1,000 or more, Consultant agrees to fully comply with such Prevailing Wage Laws. Consultant shall defend, indemnify, and hold City, its elected officials, officers, employees, and agents free and harmless from any claim or liability arising out of any failure or alleged failure of Consultant to comply with the Prevailing Wage Laws.

21. GENERAL PROVISIONS

- 21.1 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.
- 21.2 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.
- 21.3 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).
- 21.4 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.
- 21.5 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 control and without the fault or negligence of Consultant.
- 21.6 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.

- 21.7 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.
- 21.8 This Agreement shall be governed and construed in accordance with the laws of the State of California.
- 21.9 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 herefrom 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: _____
Bruce Lathrop, Mayor

Date: _____

Attest:

By: _____
Claudia Saldana, City Clerk

Date: _____

"Consultant"

VCA Code Group

By: _____
Tom VanDorpe, President, S.E.

Date: 5-10-18

Approved as to form:

By: _____
Cary S. Reisman, City Attorney

EXHIBIT A SCOPE OF SERVICES

The Consultant shall administer the functions pertaining to the engineering needs of the City, including, but not limited to, the items set forth in this Scope of Services. Services, authorized by the City Manager, shall be compensated for on the basis set forth under Section 8 of this Agreement, "Compensation":

A. GENERAL FUNCTIONS

The functions and duties of the Building Official, Building Inspector and Code Enforcement Officer as specified in the City's Municipal Code and by other applicable laws and such other legally permissible and proper duties and functions as the City Manager may from time to time assign to Consultant. Consultant's duties may include, but are not limited to, meetings with City officials or legal counsel, staff, plan review, building inspections and administrative support to permit record keeping and code adoption. Such services are expected to average 20-25 hours per week and shall not exceed 25 hours in any week.

B. OTHER SERVICES

The City may, from time to time, require major revisions of its plans, ordinances, or procedures, or may require service in connection with a matter which is beyond the scope of its regular and normal operations, or may require other services for which the Consultant is qualified which is not listed in this Scope of Services, but for which Consultant has the necessary skill and experience to perform the services which are required. As to any such services, the City may contract with the Consultant to perform the necessary services on the terms and conditions that shall be set by a separate agreement.

EXHIBIT B

SCOPE OF SERVICES FOR LANDSCAPE AND IRRIGATION PLAN CHECK SERVICES

SCOPE OF SERVICES

The following is a description of the methodology for landscape and irrigation plan check services for the City of Bradbury. Although there is detail to the work program, there is flexibility in approach and can be modified to meet CONSULTANT or CITY goals and requirements.

I. Review of Plan Check Process

- A. Attend a meeting, as needed, with CONSULTANT and CITY staff to review plan check goals, criteria, methodology and products, and to ensure smooth coordination with various consultants and the City
- B. Become familiar with the City's plan check process, Design Guidelines, Tree Preservation and Protection Ordinance, Water Efficient Landscape Standards, Los Angeles County Fire Department Fuel Modification requirements, and other pertinent documents utilized during plan check, to make sure plan check comments are consistent and in accordance with City, County, and State requirements.

Fees will not be charged for the above orientation work.

II. Project-Specific Plan Check Services

- A. Prior to starting a specific plan check, pick up pertinent plans and documents from City Hall, and meet with the City's project planner as necessary to discuss specific project design issues, impacts, opportunities, and constraints. There will not be a fee for this initial state; it will be folded into the plan check fees
- B. Make one visit to the proposed project site, to observe and record existing conditions and context. Note site opportunities and limitations that may affect the project landscape design, including existing trees, neighborhood character, topography, drainage, and other elements.
- C. Review preliminary landscape plans submitted for Planning Commission evaluation (Concept Review stage) for conformance to the City's Design Guidelines and other applicable standards and documents.

- D. Complete a second review of preliminary landscape plans at the design development (Architectural Review) phase, to make sure landscape design incorporates previous Concepts Review input, is coordinated with architectural and grading plans, and confirms to City ordinances and standards at the preliminary design stage. Identify
- E. possible conflicts with existing protected trees and other issues that might become problematic as detailed plans are developed.
- F. Review construction documents pertaining to landscape when they are submitted, including Irrigation Plan(s), Water Management Plan including water use calculations, Planting Plan(s), Grading Plan(s), soil analysis and recommendations, plans for decorative hardscape and water features, and other documents as appropriate. Drawings will be carefully evaluated for conformance to the City's ordinances and guidelines, as well as any project-specific conditions of approval and previous plan check direction. Plans will be "redlined" with landscape elements, but not for structural integrity or other engineering criteria.
- G. Compile a plan check report with all plan check comments, to be returned to CONSULTANT and the CITY's City Planner via hard copy with the documents and email as requested; meet briefly with CONSULTANT and/or CITY staff as necessary to review plan check comments and concerns. All marked-up plans and documents and plan check report will be completed within 2 or 3 weeks of receipt. Cost for the plan check report and recap meeting are included in the per sheet plan check fees.
- H. Review the applicant's corrected resubmittal of plans and documents, providing another set of "redlined" plans if necessary, and a second plan check report (hard copy and email) within 14 days of receipt of the resubmittal.
- I. During or upon completion of construction, visit a project site to determine whether landscape and irrigation was installed and completed according to the approved plans. Provide a report to CITY staff accordingly.
- J. Provide a one-year follow up site visit, to observe ongoing landscape and irrigation maintenance (including water schedule), and conditions of existing trees; provide a report to CITY staff accordingly.

Products: Notes related to project background, site conditions, and issues; "redlined" plan sets and water use calculations; plan check report compiling all plan check comments (electronic and hard copy); additional marked-up plans, documents, plan check report for second submittal, reports following site visits at completion of construction and one-year follow up.

III. Additional Services

- A. Meet with project applicants and/or their design consultants at the project site or City Hall as requested, to answer questions and resolve issues related to plan check direction. This may involve meeting with a project Arborist to evaluate existing trees and proposed impacts on them, as well as meeting with other consultants or applicants regarding landscape design issues
- B. Complete third or forth plan check of corrected and resubmitted plans and documents, until plans are accepted as meeting CITY codes and requirements.
- C. Attend Planning Commission and/or City Council meetings as requested by CITY staff, to address questions related to specific projects in plan check or landscape issues related to CITY guidelines, ordinances, and standards.
- D. Meet with CITY staff to review overall plan check procedures (not project-specific), evaluate any problems that arise and determine if any changes need to be made in the process
- E. Work with the CITY to assist with the modification of any ordinances, guidelines, or procedures related to landscape and plan review if it is determined changes are necessary.

Products: Reports, memos, and other correspondence as appropriate.

EXHIBIT C
ACCOUNTING AND SCHEDULE OF FEES

CONSULTANT shall be compensated based upon the following "Approved Fee Schedule:"
Fifty percent (50%) of the CITY fees for both plan checking and inspection. These fees shall cover the Scope of Services listed in Exhibit A and Exhibit B.

ATTACHMENT #2

AGREEMENT TO PROVIDE PROFESSIONAL SERVICES
(City of Bradbury /VCA Code Group)

1. IDENTIFICATION

THIS AGREEMENT TO PROVIDE PROFESSIONAL SERVICES ("Agreement") is entered into by and between the City of Bradbury, a California municipal corporation ("City") and The Code Group Inc, DBA VCA Code Group, a private company ("Consultant") represented by Thomas Van Dorpe.

2. RECITALS

- 2.1 City has determined that it requires the following professional services from a consultant: Building Safety, Inspection and Plan Check Services.
- 2.2 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.

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": The functions and duties of the Building Official, Building Inspector and Code Enforcement Officer as specified in City's Municipal Code and by other applicable law and such other legally permissible and proper duties and functions as the City Manager may from time to time assign to Consultant. Consultant's duties may include, but are not limited to, meetings with City officials or legal counsel, staff, plan review, building inspections and administrative support to permit record keeping and code adoption (as specifically outlined in the attached proposal). Such services are expected to average 20 - 25 hours per week and shall not exceed 25 hours in any week.
- 3.2 Consultant shall be compensated based upon the following "Approved Fee Schedule": Fifty percent (50%) of the city fees for both plan checking and inspection. For additional services the following shall apply:

Building Official	\$145.00 per hour
Structural Engineer	\$120.00 per hour
Plan Check engineer	\$105.00 per hour
Combination Building Inspector	\$75.00 per hour
Code Enforcement Officer	\$75.00 per hour
Permit Technician	\$55.00 per hour

3.3 "Commencement Date": September 1, 2008.

4. **TERM**

The term of this Agreement shall commence at 12:00 a.m. on the Commencement Date unless terminated earlier in accordance with Section 17 ("Termination") below.

5. **CONSULTANT'S SERVICES**

- 5.1 Consultant shall perform the services identified in the Scope of Services. City shall have the right to request, in writing, changes in the Scope of Services. Any such changes mutually agreed upon by the parties, and any corresponding increase or decrease in compensation, shall be incorporated by written amendment to this Agreement.
- 5.2 Consultant shall perform all work in accordance with generally accepted 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 § 1090 and the Political Reform Act (Government Code § 81000 *et seq.*).
- 5.3 During the term of this Agreement, Consultant shall not perform any work for another person or entity if such work would require Consultant to abstain from a decision under this Agreement pursuant to a conflict of interest.
- 5.4 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. Charles Russell, CBO shall be Consultant's project administrator and shall have direct responsibility for management of Consultant's performance under this Agreement. No change shall be made in Consultant's project administrator without City's prior written consent.

6. **COMPENSATION**

- 6.1 City agrees to compensate Consultant for the services provided under this Agreement, and Consultant agrees to accept in full satisfaction for such services, payment in accordance with the Approved Fee Schedule.
- 6.2 Consultant shall submit to City an invoice, on a monthly basis or less frequently, for the services performed pursuant to this Agreement. Each invoice shall itemize the services rendered during the billing period and the amount due. Within thirty calendar days of receipt of each invoice, City shall pay all undisputed amounts included on the invoice. City shall not withhold applicable taxes or other authorized deductions from payments made to Consultant.
- 6.3 Payments for any services requested by City and not included in the Scope of Services shall be made to Consultant by City on a time-and-materials basis at the rates specified in Section 3.2. Fees for such additional services shall be paid

within sixty days of the date Consultant issues an invoice to City for such services.

7. OWNERSHIP OF WRITTEN PRODUCTS

- 7.1 All reports, documents or other written material ("written products" herein) developed by Consultant in the performance of this Agreement shall be and remain the property of City without restriction or limitation upon its use or dissemination by City. 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.
- 7.2 Consultant represents and warrants that Consultant has the legal right to utilize all intellectual property Consultant will utilize in the performance of its obligations pursuant to this Agreement. Consultant further represents that Consultant shall ensure City has the legal right to utilize all intellectual property involved in and/or resulting from Consultant's performance of this Agreement.

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 other than as required to perform the Scope of Services. 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.

9. CONFIDENTIALITY

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

10. INDEMNIFICATION

- 10.1 City shall indemnify Consultant for any and all losses, claims, and expenses arising out of its performance of this Agreement to the extent, and in the manner specified in Government Code Section 825.

11. INSURANCE

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 General Liability Insurance with coverage limits of not less than One Million Dollars (\$1,000,000).

- 11.1.2 Professional Liability Insurance with coverage limits of not less than One Million Dollars (\$1,000,000).
- 11.1.3 Automobile Liability Insurance for vehicles used in connection with the performance of this Agreement with minimum limits of Three Hundred Thousand Dollars (\$300,000) per person and per incident with property damage limits of Fifty Thousand Dollars \$50,000, or combined single limit coverage in the amount of Five Hundred Thousand Dollars (\$500,000).
- 11.1.4 Worker's Compensation insurance if and as required by the laws of the State of California.
- 11.2 Within forty-five days of commencement of services hereunder, Consultant shall provide City with a certificate of insurance reflecting the above, and an endorsement for each policy of insurance which shall provide:
- A. the City, and its officials, officers, agents and employees are named as additional insureds;
 - B. Said policies shall contain a provision that the same cannot be canceled or materially altered without the insurer providing at least thirty (30) days prior written notice to City (or ten days if cancellation is as a result of nonpayment of premium).
 - C. with respect to Workers' Compensation Insurance, the insurer shall agree to waive all rights of subrogation against City and City personnel for losses arising from work performed by Consultant for City, and the insurer's agreement in this regard shall be reflected in the Workers' Compensation Insurance endorsement.
- 11.3 Failure to maintain insurance coverage as required by this Agreement shall be cause for immediate termination of this Agreement. Alternatively, the City may purchase the necessary insurance at Engineer's expense.
- 11.4 The Consultant shall comply with all of the provisions of the Worker's Compensation Insurance and Safety Acts of the State of California, the applicable provisions of Divisions 4 and 5 of the California Labor Code and all amendments thereto; and all applicable state or federal acts or laws; and shall indemnify and hold harmless the City from and against all claims, demands, payments, suits, actions, proceedings and judgments of every nature and description, including attorneys fees and costs presented. brought or recovered against City, for or on account of any liability for failure to obtain Worker's Compensation Insurance for employees employed by Engineer under this Agreement.
- 11.5 Consultant shall require each of its subcontractors to maintain insurance coverage that meets all of the requirements of this Agreement.
- 11.6 The policy or policies required by this Agreement shall be issued by an insurer with a rating of at least A:VII in the latest edition of Best's Insurance Guide.

- 11.7 Consultant agrees that if it does not keep the aforesaid insurance in full force and effect, City may either (i) immediately terminate this Agreement; or (ii) take out the necessary insurance and pay, at Consultant's expense, the premium thereon.
- 11.8 The insurance provided by Consultant shall be primary to any 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. At the option of City, Consultant shall either reduce or eliminate the deductibles or self-insured retentions with respect to City, or Consultant shall procure a bond guaranteeing payment of losses and expenses.

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 In the event 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.

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 in the performance of this Agreement.

15. NOTICES

Any notices, bills, invoices, or reports required by this Agreement shall be deemed received on: (i) the day of delivery if delivered by hand, facsimile or overnight courier service during Consultant's and City's regular business hours; or (ii) on the third 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
Attention: City Manager
600 Winston Avenue
Bradbury, CA 91008
Telephone: (626) 358-3218
Facsimile: (626) 303-5154

With courtesy copy to:

Cary Reisman, City Attorney
Wallin, Kress, Reisman and Kranitz
2800 28th Street, Suite 315
Santa Monica, CA 90405
Telephone: (310) 450-9582
Facsimile: (310) 450-0506

If to Consultant:

VCA Code Group
Attention: Thomas Van Dorpe
2200 West Oranewood
Avenue, Suite 155
Orange, CA 92868
Telephone: (714) 363-4700
Facsimile: (714) 363-4747

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 shall have the right to terminate this Agreement for any reason on thirty (30) calendar days written notice to Consultant. Consultant shall have the right to terminate this Agreement for any reason on thirty calendar days' written notice to City. 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 based on the work satisfactorily performed 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.
- 17.3. Consultant may terminate this agreement upon (60) days notice. If Consultant terminates, it shall, at the request of the City, use its best efforts to perform essential services under this Agreement until a replacement has been selected. In the event of such termination, Consultant shall be entitled to reimbursement for all expenses incurred by it prior to expiration of such notice.

18. GENERAL PROVISIONS

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

liable under this Agreement to any party other than Consultant.

- 18.2 In the performance of this Agreement, Consultant shall not discriminate against any employee, subcontractor, or applicant for employment because of race, color, creed, religion, sex, marital status, sexual orientation, national origin, ancestry, age, physical or mental disability or medical condition or any other unlawful basis.
- 18.3 The captions appearing at the commencement of the sections hereof, and in any paragraph thereof, are for convenience only. Should there be any conflict between such heading, and the section or paragraph at the head of which it appears, the section or paragraph thereof, as the case may be, and not such heading, shall control in the construction of this Agreement. Masculine or feminine pronouns shall be substituted for the neuter form and vice versa, and the plural shall be substituted for the singular form and vice versa, in any place or herein in which the context requires such substitution(s).
- 18.4 The waiver by City or Consultant of any breach of any term, covenant or condition herein contained shall not be deemed to be a waiver of such term, covenant or condition or of any subsequent breach of the same or any other term, covenant or condition herein contained. No term, covenant or condition of this Agreement shall be deemed to have been waived by City or Consultant unless in writing.
- 18.5 Consultant shall not be liable for any failure to perform if Consultant presents acceptable evidence, in City's sole judgment, that such failure was due to causes beyond the control and without the fault or negligence of Consultant.
- 18.6 Each right, power and remedy provided for herein or now or hereafter existing at law, in equity, by statute, or otherwise shall be cumulative and shall be in addition to every other right, power, or remedy provided for herein or now or hereafter existing at law, in equity, by statute, or otherwise. The exercise, the commencement of the exercise, or the forbearance of the exercise by any party of any one or more of such rights, powers or remedies shall not preclude the simultaneous or later exercise by such party of any of all of such other rights, powers or remedies. In the event legal action shall be necessary to enforce any term, covenant or condition herein contained, the party prevailing in such action, whether reduced to judgment or not, shall be entitled to its reasonable court costs, including accountants' fees, if any, and attorneys' fees expended in such action. The venue for any litigation shall be Los Angeles County, California.
- 18.7 If any term or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, then such term or provision shall be amended to, and solely to, the extent necessary to cure such invalidity or unenforceability, and in its amended form shall be enforceable. In such event, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

18.8 This Agreement shall be interpreted as if it were jointly drafted by the parties and shall be governed and construed in accordance with the laws of the State of California.

18.9 This instrument contains the entire Agreement between City and Consultant with respect to the transactions contemplated herein. No other prior oral or written agreements related to the subject of this Agreement are binding upon the parties. Amendments hereto or deviations herefrom shall be effective and binding only if made in writing and executed by City and 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: 

Michelle Keith, City Manager

Date: 8/22/13

"Consultant"

VCA Code Group

By: 

Thomas Van Dorpe

Date: 8/20/2013 

ATTEST:

By: 

Claudia Saldana

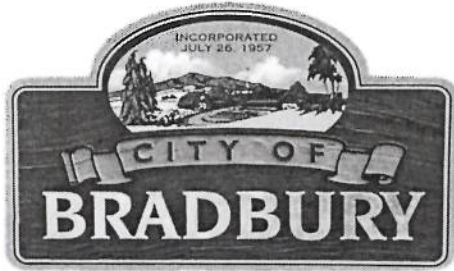
City Clerk

APPROVED AS TO FORM: 

By: 

Cary S. Reisman

City Attorney



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

City of Bradbury Agenda Memo

TO: Honorable Mayor and Members of the City Council

FROM: Kevin Kearney, City Manager

DATE: May 15, 2017

SUBJECT: **APPROVAL OF A SECOND AMENDMENT FOR THE PROPOSED SUBDIVISION AND DEVELOPMENT PROJECT KNOWN AS THE "OAK VIEW ESTATES" IN THE BRADBURY FOOTHILLS**

ATTACHMENTS: 1. Proposed Second Amendment to the Agreement
2. Executed Amendment to the Agreement, 2018
3. Original Agreement between Bradbury and D&M Investments, 2017

SUMMARY

The attached second amendment to the original agreement (Attachment #1) between the City of Bradbury and D&M Investment Holdings, Inc. seeks to allow the developer to pay for all City's consultant costs and expenses related to additional biological services agreed upon for the for the Oak View Estates project.

It is recommended that the City Council adopt the second amendment to the original agreement between the City of Bradbury and D&M Investments Holdings, Inc.

DISCUSSION

In 2017, the City of Bradbury and D&M Investment Holdings, Inc. entered into an agreement (Attachment #3) for the payment of fees and costs related to contract environmental, planning, engineering, and legal services for the development known as the Oak View Estates. In 2018, the City of Bradbury and D&M Investment Holdings, Inc. entered into an Amendment to the Agreement (Attachment #2) for specific plan services.

D&M Investment Holdings, Inc. has recently desired the City's environmental consultant, Michael Baker, to perform additional biological services. These include Habitat Assessment, Rare Plant Surveys, and the San Gabriel Chestnut Survey.

The City believes that it is in the public's best interest for the developer to pay for these additional biological services, and the developer desires to move forward with the City completing the services to the reimbursement obligations set forth in the amendment.

FINANCIAL ANALYSIS

Michael Baker has quoted the following process for these biological services:

- *Habitat Assessment - \$14,800*
- *Rare Plant Surveys - \$17,800*
- *San Gabriel Chestnut Snail Survey - \$7,600*

As part of the second amendment, the developer agrees to pay for all consultant costs and expenses related to the additional biological services as provided in the original agreement, and as modified by the amendment and second amendment.

The second amendment requires D&M Investment Holdings, Inc. to deposit with the City an additional \$40,200 for the additional biological services within ten (10) business days of adoption.

STAFF RECOMMENDATION

It is recommended that the City Council adopt the amendment to the original agreement between the City of Bradbury and D&M Investments Holdings, Inc.

ATTACHMENT #1

**SECOND AMENDMENT TO AGREEMENT
BETWEEN THE CITY OF BRADBURY AND D&M INVESTMENTS HOLDINGS INC.
FOR THE PAYMENT OF FEES AND COSTS RELATED TO
CONTRACT ENVIRONMENTAL, PLANNING, ENGINEERING AND LEGAL
SERVICES FOR THE DEVELOPMENT OF OAK VIEW ESTATES**

This Second Amendment to Agreement ("Second Amendment") is entered into as of May 15, 2018, by and between the City of Bradbury, a General Law city and municipal corporation ("City"), and D&M Investments Holdings Inc. ("Developer"), a California Corporation, who agree as follows:

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

A. City and Developer have entered into an Agreement dated September 17, 2017 for the payment of fees and costs related to contract environmental, planning, engineering and legal services for the development known as Oak View Estates ("Agreement").

B. On February 20, 2018 City and developer entered into a First Amendment to the Agreement relating to Specific Plan Services.

C. City has received comments on the Notice of Preparation for the Environmental Impact Report which is being prepared for the Project necessitating additional biological services to be completed.

D. Developer desires City's Environmental Consultant to perform the additional biological services.

E. City believes it is in the public interest for Developer to pay for such additional services.

2. Additional Biological Services.

The Additional Biological Services consist of the following:

A. Habitat Assessment - \$14,800

B. Rare Plant Surveys - \$17,800

C. San Gabriel Chestnut Snail Survey - \$7,600

3. Agreement to Pay for Additional Biological Services.

Developer agrees to pay for all Consultant costs and expenses related to the Additional Biological Services as provided for in the Agreement, as modified by this Second Amendment.

4. Deposit.

Developer shall deposit with City an additional \$40,200 for the Additional Biological Services within ten (10) Business Days of entering into this Second Amendment.

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

6. Other Provisions. Except as modified herein, all other provisions of the Agreement and the First Amendment shall remain in full force and effect and shall apply to this Second Amendment.

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

CITY OF BRADBURY

By: _____
Bruce Lathrop
Mayor

ATTEST:

By: _____
Claudia Saldana
City Clerk

APPROVED AS TO FORM:

By: _____
Cary Reisman
City Attorney

D&M INVESTMENTS HOLDINGS INC.

By:  _____
Nasir Eftekhari
President

ATTACHMENT #2

**FIRST AMENDMENT TO AGREEMENT
BETWEEN THE CITY OF BRADBURY AND D&M INVESTMENTS HOLDINGS INC.
FOR THE PAYMENT OF FEES AND COSTS RELATED TO
CONTRACT ENVIRONMENTAL, PLANNING, ENGINEERING AND LEGAL
SERVICES FOR THE DEVELOPMENT OF OAK VIEW ESTATES**

This First Amendment to Agreement ("Amendment") is entered into as of February 20, 2018, by and between the City of Bradbury, a General Law city and municipal corporation ("City"), and D&M Investments Holdings Inc. ("Developer"), a California Corporation, who agree as follows:

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

A. City and Developer have entered into an Agreement dated September 17, 2017 for the payment of fees and costs related to contract environmental, planning, engineering and legal service for the development known as Oak View Estates ("Agreement").

B. As part of the application process Developer has submitted a draft Specific Plan related to development of Oak View Estates.

C. Developer and City have determined that it is in the best interests of both Parties for City to complete the drafting of the Specific Plan.

D. City does not have personnel with sufficient expertise to complete the Specific Plan and will need to hire a consultant and has hired Michael Baker International ("Consultant"). The work to be performed by such persons and firm in completing the Specific Plan shall be referred to herein as the "Specific Plan Services."

E. City believes it is in the public interest for Developer to pay for such Specific Plan Services.

F. Developer desires to move forward with the City completing the Specific Plan subject to the reimbursement obligations set forth herein.

2. Agreement to Pay for Specific Plan Services.

Developer agrees to pay for all Consultant costs and expenses related to the Specific Plan Services as provided for in the Agreement, as modified by this Amendment.

3. Specific Plan Services.

Consultant shall complete the Oak View Estates Specific Plan. The rate for the Principal Planner/Senior Project Manager shall be \$155/hour and the rate for technical support staff shall be \$85/hour. The total cost for the Specific Plan Services shall not exceed \$35,000.

4. Deposit.

Developer shall deposit an additional \$35,000 for Specific Plan Services within ten (10) Business Days of entering into this Amendment.

5. Counterparts. This Amendment 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.

6. Other Provisions. Except as modified herein, all other provisions of the Agreement shall remain in full force and effect and shall apply to this Amendment.

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

CITY OF BRADBURY

By: _____

Bruce Lathrop
Mayor

ATTEST:

By: _____

Claudia Saldana
City Clerk

APPROVED AS TO FORM:

By: _____

Gary Reisman
City Attorney

D&M INVESTMENTS HOLDINGS INC.

By: _____

Nasir Eftekhari
President

ATTACHMENT #3

**AGREEMENT
BETWEEN THE CITY OF BRADBURY AND D&M INVESTMENTS HOLDINGS INC.
FOR THE PAYMENT OF FEES AND COSTS RELATED TO
CONTRACT ENVIRONMENTAL, PLANNING, ENGINEERING AND LEGAL
SERVICES FOR THE DEVELOPMENT OF OAKVIEW ESTATES**

This Agreement ("Agreement") is entered into as of September 19, 2017, by and between the City of Bradbury, a General Law city and municipal corporation ("City"), and D&M Investments Holdings Inc. ("Developer"), a California Corporation, who agree as follows:

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

A. Developer owns certain real property ("Property") consisting of approximately 191 acres in the City of Bradbury, known as Oak View Estates.

B. Developer has refiled applications to develop the Property with a residential development consisting of nine (9) residential properties; the applications include a Specific Plan, Zoning Code Amendment, Zone Change and tract map to divide the four existing parcels into nine 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 personnel with sufficient expertise to prepare or review the Environmental Document and related studies, reports and analyses, and does not have sufficient resources 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, who may be City's contract planner, City's contract engineer, contract landscape architect and contract City Attorney firm. The work to be performed by such persons and firms in processing the Project is collectively referred to herein as the "Services."

D. City believes it is in the public interest for Developer to pay for such Services.

E. Developer desires to move forward with the processing of its Project subject to the reimbursement obligations set forth herein.

2. Agreement to Pay for Services.

Developer agrees to pay for all professional costs and expenses related to the Services as provided for in this Agreement, even though the actual amounts may be different than the proposal for the environmental consultant as listed in Section 3, and the amount of costs for the City's contract City Attorney firm, contract engineer, contract landscape architect and contract planner have not been estimated.

3. Environmental Consultant Costs.

A. City sent out a Request for Proposal for Environmental Consulting Services and has chosen to engage Michael Baker International (MBI), a copy of whose proposal amendment is attached hereto as Exhibit A.

B. An Environmental Document would be required. City will first proceed with Tasks 1 through 3 as outlined in the fee proposal in an amount not to exceed \$102,288. After these tasks are performed, City would proceed with an Environmental Impact Report. The cost of the Environmental Impact Report is estimated to be a total of \$201,813 for all Tasks. Developer understands that during the course of MBI's work, the scope of work may need to be expanded beyond that which is contemplated by the proposal. In such case, Developer will enter into a written Amendment for such services in accordance with this Agreement.

C. Within ten (10) Business Days of execution and delivery of this Agreement by all parties, Developer agrees to deposit with amount of fifty-one thousand and one-hundred and forty-four dollars (\$51,144) to provide initial funding for the supplement Tasks 1 through 3 of the Services to be provided by MBI. This amount shall be applied solely to pay invoices received from MBI for its Services.

D. At the time City determines whether to proceed with the Environmental Impact Report, Developer shall be required to deposit additional funds in the amount determined by the City within ten (10) working days of such request. Developer understands that no further work will take place on the Environmental Document until such deposit is made. Developer shall be responsible for all costs incurred as a result of any suspension of work.

E. City shall provide Developer with periodic statement of draws against the deposit described in Section 3.C and 3.D, accompanied by invoices, time records, or other reasonable back-up therefor. City may redact bills if necessary to maintain client confidentiality or work-product privilege, but a general summary of attorney work and hours shall be provided.

4. Other Contract Services.

A. 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, and may increase by no more than five percent (5%) per year effective July 1st of each year, beginning July 1, 2018. The contract 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.

B. Within ten (10) Business Days of execution and delivery of this Agreement by all parties, Developer agrees to deposit with City forty thousand dollars (\$40,000) (which is in addition to the sums deposited pursuant to Section 3.C. above) for such contract Services. This amount shall be applied solely to pay invoices received from the contract City Attorney, contract planner, landscape architect and contract engineer for their respective Services

C. City shall provide Developer with periodic statement of draws against this deposit described in Section 4.B., such as draws, accompanied by invoices, time records, or other reasonable back-up therefor. City may redact bills if necessary to maintain client confidentiality or work-product privilege, but a general summary of attorney work and hours shall be provided.

D. It is understood and agreed that any and all work performed by the City Attorney firm, contract planner, contract landscape architect and the contract engineer on the Project prior to execution and delivery of this Agreement by all parties, will be subject to reimbursement pursuant to this Agreement upon execution and delivery of this Agreement by all parties and the deposit of funds by Developer pursuant to Section 4.B to the extent not previously deducted from deposits placed pursuant to the agreement entered into as of August 16, 2016.

5. Deposits.

A. At any time that City determines in good faith that the sums then held in any deposits made pursuant to Sections 3.B, 3.D, or 4.B above are inadequate to pay for the projected Services to be paid from such deposit over the succeeding two (2) month period, Developer shall replenish the relevant deposit with the amount requested by City in writing, within ten (10) Business Days of such written request.

B. Should any deposit not be replenished in the time and amount specified as set forth in Section 5.A, City may direct that all Services to be paid from the deposit applicable to such Services be halted until such time as such applicable deposit is replenished.

C. All deposits will be placed in a non-interest bearing trust account. Developer understands and agrees that City will not pay interest to Developer on the deposits, and Developer will not seek interest payments from City.

D. No later than forty (40) days after the earliest to occur of: (1) final action is taken by City on the Project, (2) Developer notifies the 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.

E. In the event Developer fails or refuses to make any of the deposits required herein, Developer shall be liable to City for the amount of all fees charged to the City for Services actually provided which exceed the amount of the deposit paid by Developer for such Services, and City shall have the right to pursue a breach of contract action against the Developer. Further the prevailing party in any dispute and/or litigation necessary to enforce or interpret this Agreement shall be entitled to seek and collect its costs and reasonable attorney's fees from the other party.

6. Other Costs. Developer acknowledges that the cost of the 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. No Guarantee of Approval. Developer acknowledges that its payments and deposits described herein do not mean that the City will approve the Project nor that City staff will make a recommendation in favor of the Project. Even if the Project is not approved, Developer shall remain liable for all costs for Services actually provided concerning the Project.

8. 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 City account under the exclusive control of City, which is to be funded by Developer as set forth in this Agreement.

C. City and Developer hereby acknowledge and agree that processing of Developer's application is not contingent on the hiring of any specific consultant.

D. City and Developer hereby acknowledge and agree that Developer's duty to reimburse City is not contingent upon the approval or disapproval of the proposed Project, or upon the result of any action of the City.

E. Neither Developer nor its officers, employees or agents, shall communicate with MBI 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.

9. Term and Termination. Absent a formal withdrawal of the Project application(s), Developer shall not be entitled to terminate this Agreement. If Developer does formally withdraw the Project application(s), Developer shall remain liable for all costs for the Services incurred through the date of termination. 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) the City taking final action on the Project; and (b) Developer formally withdrawing its Project applications. The provisions of Sections 5.D, 5.E, 6, 7, 8.D, 9-11 (inclusive) and 15 – 23 (inclusive) shall survive termination of this Agreement.

10. Developer Default.

A. Should Developer fail to perform any of its obligations under this Agreement, then City may, at its option, pursue any or all of the remedies available to it under this Agreement, at law or in equity.

B. Without limiting any other remedy which may be available to it, if Developer fails to perform any of its obligations under this Agreement, City may cease performing its obligations under this Agreement.

C. If any amounts remain owing to City for Services actually performed prior to termination of this Agreement, City may bring an action to recover all costs and expenses incurred by the City in completing such Services, together with interest thereon from the date incurred at the rate of ten percent (10%) per annum, or at the maximum legal rate, whichever is greater.

D. If the Project is approved and any amounts remain owing to City pursuant to this Agreement for Services actually performed prior to termination of this Agreement, City may withhold permits and/or certificates of occupancy until all such amounts are paid.

11. Indemnification. Developer further agrees that to the fullest extent permitted by law, the Developer shall defend, indemnify, and hold harmless, the City of Bradbury and

its officers, employees, volunteers, attorneys and agents (in the aggregate, "City Indemnitees") from any and all liability, demand, claim, action, or proceeding, whether actual or threatened, including by way of example but not exclusion, proceedings of an administrative or regulatory nature and proceedings that may be associated with alternative dispute resolution (an "Indemnified Claim") brought by third parties against any City Indemnities (including any advisory agency of the City), challenging the validity of any approvals granted for the Project, the Environmental Document concerning the Project, or seeking damages which may arise from this Agreement, other than liabilities, demands, claims, actions or proceedings caused by the sole negligence or willful misconduct to the City or any City Indemnatee. In any defense of any City Indemnites, City shall have the absolute right to unilaterally select the legal counsel for such City Indemnites (with the intention of using one law firm to defend all City Indemnites unless conflicts of interest preclude such joint representation) and any experts or consultants deemed necessary by City in an exercise of City's sole discretion.

City shall promptly render notice to the Developer of the existence of the Indemnified Claim (a "Notice") and Developer shall defend the City Indemnites at Developer's expense. City shall cooperate fully with Developer in the defense of any Indemnified Claim. In any Notice, City shall estimate the cost of its defense, which shall include but not be limited to actual attorney fees, court costs, expert witnesses and consultant fees, and all other costs that may arise out of, or be incurred by City in the defense of an Indemnified Claim. Upon such Notice, Developer shall promptly deposit funds equal to the first three (3) months of the Estimated Cost with the City and shall make additional deposits as and when required to fund the further costs of defending the City Indemnites for such Indemnified Claim. City shall refund, without interest, any unused portion of the deposits once litigation is finally concluded or a dispute is resolved regarding an Indemnified Claim.

12. 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.

13. 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.

14. 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. Name, address, telephone numbers, and e-mail addresses of the Parties are as follows:

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

A Copy to: Cary S. Reisman
City Attorney, City of Bradbury
2800 28th Street, Suite 315
Santa Monica, CA 90405
Telephone: (310) 450-9582
Fax: (310) 450-0506
E-mail: cary@wkrklaw.com

Developer: D&M Investments Holdings Inc.
Attention: Nasir Eftekhari
1251 S. Shamrock
Monrovia, CA 91016
Telephone: (626) 215-2540
E-mail: nick@pioneerbec.com

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

15. 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.

16. 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.

17. 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.

18. 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.

19. 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.

20. 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.

21. 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.

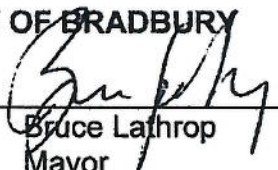
22. Authority/Modification. Each party represents and warrants that all necessary action has been taken by such party to authorize the undersigned to execute this Agreement on behalf of such party and to engage in the actions of such party described herein. This Agreement may be modified solely by written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

23. 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.

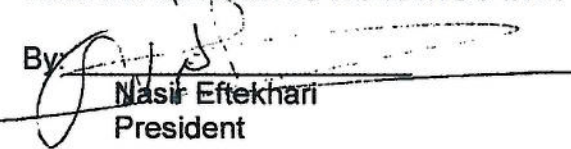
CITY OF BRADBURY

By: _____


Bruce Lathrop
Mayor


D&M INVESTMENTS HOLDINGS INC.

By: _____


Nasir Eftekhari
President

ATTEST:

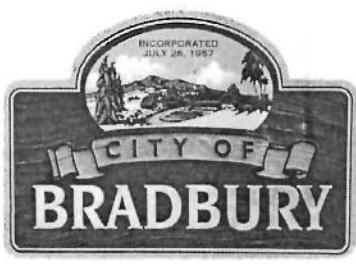
By: _____


Claudia Saldana, CMC
City Clerk

APPROVED AS TO FORM:

By: _____


Cary Reisman
City Attorney



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

City of Bradbury Agenda Memo

TO: Honorable Mayor and Members of the City Council

FROM: Kevin Kearney, City Manager

DATE: May 15, 2018

SUBJECT: **Appointment of Applicant to Vacant Planning Commission Seat for District 4**

ATTACHMENTS: 1. Application for Commissions and Committees

SUMMARY

Following the unexpected resignation of Susan Collins-Esparza, effective April 1, 2018, there is a vacancy on the Planning Commission for District Four. Staff recommends that the City Council fill this vacancy by appointing Mr. Robert Jones to fill the term, ending September 2018.

ANALYSIS

On April 1, 2018 staff received the resignation of Commissioner Susan Collins-Esparza, Planning Commissioner for District Four.

On April 25, 2018 staff received an application from Mr. Robert Jones, 620 Spring Point Drive, to fill the position of Planning Commissioner for District Four.

The Planning Commission meets the fourth Wednesday of the month. The primary staff liaison is the City Planner.

This appointment is to fill the vacancy for the remainder of the term, which ends September 2018.

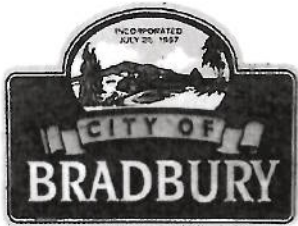
FINANCIAL REVIEW

The Appointment of a new Planning Commissioner for District Four will have no financial impact on the City.

STAFF RECOMMENDATION

It is recommended that the City Council confirm the appointment of Mr. Robert Jones to the Planning Commission for District 4, term ending September 2018.

ATTACHMENT #1



City of Bradbury

600 Winston Avenue, Bradbury CA 91008
(626) 358-3218 fax (626) 303-5154
www.cityofbradbury.org

Application for Commissions and Committees

APR 25 2018

Position Applied For: PLANNING COMMITTEE

(Planning Commission, Emergency Response Committee, Beautification Committee, Civic Center Sub-Committee)

INSTRUCTIONS: Please answer all questions completely and accurately. If additional space is needed, attach additional sheets.

General Information

Full Name: B. JONES ROBERT CO Date: 04/25/2018
Last First M.I.
Address: 620 SPRING POINT DRIVE
Street Address Council District 1 2 3 4 5
BRADBURY
City State ZIP Code
Phone: ()
Business Phone: (818) 395 3398 E-mail Address: robertcojones@gmail.com
Spouse Name:
Number of Years as Resident: 1 YR
Statement of Interest:

Education – Please Reference Specific Job Posting to Determine Minimum Educational Requirements

High School: GREENSWARD COLLEGE Address:
From: 1977 To: 1982 Did you graduate? ☒ YES ☐ NO Degree:
College: BRUNEL UNIVERSITY Address: LONDON UK
From: 1982 To: 1988 Did you graduate? ☒ YES ☐ NO Degree:

Employment

Company: N/A I have a degree in Metallurgy Phone: ()
Address: N/A and I have studied Architectural Technology
Job Title: I have been an Editor of a manufacturing
Responsibilities: Journal and am very comfortable interpreting plans & drawing

Military Service

Rank at Discharge:

Branch:

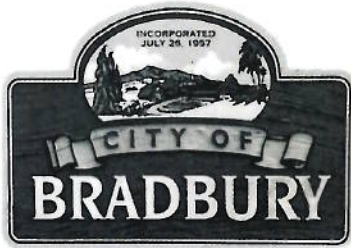
You are invited to attach additional information or submit supplemental information, which you feel, may assist the City Council in its evaluation.

Signature [Signature]

Date 04/25/2018

For Office Use Only: Received _____ by _____

Appointed _____ Date _____



Bruce Lathrop, Mayor (District 4)
Richard Pycz, Mayor Pro-Tem (District 45)
Richard Barakat, Councilmember (District 3)
Richard Hale, Councilmember (District 1)
Monte Lewis, Council Member (District 2)

City of Bradbury Agenda Memo

TO: Honorable Mayor and Members of the City Council

FROM: Scarlett Santos Leon, Management Analyst

DATE: May 15, 2018

SUBJECT: **Appointment of Applicant to Vacant Emergency Response Committee Seat for District 4**

SUMMARY

Due to the resignation of Susan Collins-Esparza, effective April 1, 2018, there is a current vacancy in the Emergency Response Committee (ERC) for District Four. Staff recommends that the City Council fill this vacancy by appointing Ms. Karen Flaherty to fill the term, ending June 2019.

ANALYSIS

On April 1, 2018 Staff received the resignation of Commissioner Susan Collins-Esparza, ERC member for District Four.

On May 1, 2018 Staff was advised of Ms. Karen Flaherty's interest to become an active member on the ERC. Staff reached out to the resident and confirmed there was interest in filling the position of ERC member for District Four.

The ERC is scheduled to meet every first Thursday of the month. The primary Staff liaison is the Management Analyst.

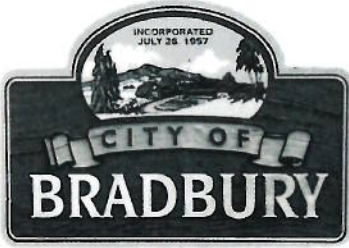
This appointment is to fill the vacancy for the remainder of the term, which ends June 2019.

FINANCIAL REVIEW

The appointment of a new ERC member for District Four will have no financial impact on the City.

STAFF RECOMMENDATION

It is recommended that the City Council confirm the appointment of Ms. Karen Flaherty to the ERC for District 4, term ending June 2019.



Bruce Lathrop, Mayor (District 4)
Richard Pycz, Mayor Pro-Tem (District 45)
Richard Barakat, Councilmember (District 3)
Richard Hale, Councilmember (District 1)
Monte Lewis, Council Member (District 2)

City of Bradbury Agenda Memo

TO: Honorable Mayor and Members of the City Council
FROM: Scarlett Santos Leon, Management Analyst
DATE: May 15, 2018
SUBJECT: **RESOLUTION NO. 18-12 ADOPTING AN UNINHABITED
RESIDENTIAL PROPERTY REGISTRATION FEE**

ATTACHMENTS: 1. Resolution No. 18-12

SUMMARY

During the April 2018 meeting, the City Council adopted Ordinance No. 356 which amended the Bradbury Municipal Code (BMC) to establish an uninhabited residential property registry. In addition, Council expressed interest in implementing a fee to cover the administrative work associated to the registration process. It is recommended that the City Council adopt Resolution No. 18-12 to implement the \$50 fee associated with the registry.

ANALYSIS

During the April 2018 meeting, the City Council adopted Ordinance No. 356 which amended the Bradbury Municipal Code (BMC) to establish an uninhabited residential property registry.

Previously, Council decided to establish a \$50 fee to cover the administrative work associated with defining the process and keeping continual record of uninhabited residential properties. In order to implement such a fee, a resolution must be formally adopted by the Council.

FINANCIAL REVIEW

Adopting Resolution 18-12 would implement a \$50 fee per uninhabited residential property. As of now, the City has eighteen (18) residences listed as uninhabited residential properties. Assuming a \$50 fee is collected from these properties, the City estimates to receive \$900 in revenue. This number may fluctuate depending on the number of confirmed uninhabited residential properties.

STAFF RECOMMENDATION

Staff recommends that the City Council adopt Resolution No. 18-12 to implement a \$50 fee associated with the uninhabited residential property registry.

ATTACHMENT #1

RESOLUTION NO. 18-12

**A RESOLUTION OF THE CITY COUNCIL OF THE
CITY OF BRADBURY, CALIFORNIA,
ESTABLISHING A FEE SCHEDULE FOR THE CITY'S UNINHABITED RESIDENTIAL
PROPERTY REGISTRY**

WHEREAS, on April 17, 2018, by Ordinance No. 356, the City Council of the City of Bradbury established a an uninhabited residential property registry, which includes a fee; and

WHEREAS, the City Council has determined that said fee shall be established by a separate resolution; and

WHEREAS, the City Council wishes hereby to adopt such fee consistent with the authority provided by Ordinance No. 356.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF BRADBURY, CALIFORNIA, DOES NOT RESOLVE, DECLARE, DETERMINE AND ORDER AS FOLLOWS:

Section 1. Adoption. The fee associated with Chapter 110 of the Bradbury Municipal Code shall be that set forth in the City of Bradbury Uninhabited Residential Property Registration Fee.

Section 2. Amounts. The \$50 fee set forth above does not exceed the actual or estimated cost to the City of Bradbury of providing services to which the fee relates.

Section 3. Authorization to Implement. The City Council authorizes the City Manager, and other City staff members as designated by the City Manager or the Bradbury Municipal Code, to implement the fees, fines, and all forms and documents related thereto.

Section 4. The Mayor shall sign this Resolution and the City Clerk shall attest thereto, and thereafter this Resolution will take effect and be in force.

Section 5. The fee set forth in this Resolution shall become effective on the date that Ordinance No. 356 becomes effective.

MAYOR – CITY OF BRADBURY

ATTEST:

CITY CLERK – CITY OF BRADBURY

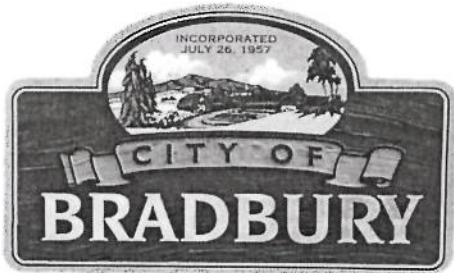
"I, Claudia Saldana, City Clerk, hereby certify that the foregoing Resolution, being Resolution No. 18-12, was duly adopted by the City Council of the City of Bradbury, California, at a regular meeting held on the 15th day of May, 2018 by the following roll call vote:"

AYES:

NOES:

ABSENT:

CITY CLERK – CITY OF BRADBURY



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

City of Bradbury Agenda Memo

TO: Honorable Mayor and Members of the City Council

FROM: Kevin Kearney, City Manager

DATE: May 15, 2018

SUBJECT: **ADOPTION OF AN ORDINANCE AMENDING THE BRADBURY MUNICIPAL CODE REGARDING PROPERTY MAINTENANCE STANDARDS**

ATTACHMENTS: 1. Ordinance No. 355 – Amending the Property Maintenance Standards
2. Redline Changes of Ordinance No. 355
3. Bradbury's Current Property Maintenance Standards
4. PPT Presentation from April Council Meeting

SUMMARY

During the development of the 2017/2018 Work Plan, the City Council expressed city beautification to be a City priority, along with increasing the feeling of safety within the community. In response, the City Council introduced, for first reading, Ordinance No. 355 (ATTACHMENT #1), which amends the property maintenance standards. The ordinance also establishes policies dealing with water and landscaping services for unoccupied properties.

Staff recommends that the City Council, adopt, waive reading in full, and authorize reading by title only of Ordinance No. 355, and read the title of Ordinance No. 355, entitled "AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BRADBURY AMENDING THE BRADBURY MUNICIPAL CODE REGARDING PROPERTY MAINTENANCE STANDARDS."

DISCUSSION

Code Enforcement is established in communities to improve the quality of life for those that live and do business in a city. It also provides residents with a safe, healthy, and quality environment.

Code Enforcement is important for a number of reasons, as it:

- Protects the safety and welfare of residents
- Maintains and increases property values
- Reduces vandalism
- Bolsters maintenance and encourages development in a city

Simply stated, Code Enforcement is for the common good. The City of Bradbury's rules and regulations have been enacted to ensure attractive neighborhoods, as well as a vibrant, peaceful, and enjoyable community for everyone. Bradbury has established Property Maintenance Standards in order to protect the public health and welfare; safeguard life, health and property and to preserve the character of the City (BMC 9.109.010).

During the February 2018 meeting, Staff presented to Council the City's current code enforcement policies and presented other cities policies, including San Marino, Beverly Hills, Rolling Hills, and Atherton. Overall, the Council directed Staff to strengthen the City's Code Enforcement policies and the City's current Property Maintenance Standards (ATTACHMENT #3). In response, Staff drafted the attached Ordinance No. 355. Additionally, the Council favored the City of San Marino's policy of having the City arrange for water and landscaping services (at the property owner's expense), in the event the City becomes aware that a residence is unoccupied and that water services to the property has been disconnected. Staff has drafted a similar policy to San Marino, and this regulation is proposed also as part of Ordinance No. 355, entitled "Sec. 9.109.040 – Maintenance of Unoccupied Residential Property." Overall, the City Council favored Ordinance No. 355, and moved for introduction of first reading of the ordinance during the March 2018 meeting, and set second reading for the April meeting.

At the April meeting, Staff made a presentation about Ordinance No. 355 and the City's current property maintenance standards (ATTACHMENT #4). During the meeting the City Council listened to public comment and again reviewed Ordinance No. 355. Overall, the Council decided to make two (2) changes that surrounded the word "unsightly". The changes were the following:

1. Removal of the word "unsightly" from Sec. 9.109.030(7) which will now be reflected to read: *Fences or exterior walls which are ~~unsightly~~, unsafe, or in a state of disrepair.*
2. Removal of Sec. 9.109.030(9)(a), which read, *constituting unsightly appearance.*

During the April meeting, the City Council moved for introduction of first reading of the ordinance with the changes, and set second reading for the May meeting.

FINANCIAL ANALYSIS

There are no significant fiscal impacts associated with strengthening the City's Property Maintenance Standards as proposed in Ordinance No. 355.

STAFF RECOMMENDATION

Staff recommends that the City Council, adopt, waive reading in full, and authorize reading by title only of Ordinance No. 355, and read the title of Ordinance No. 355, entitled "AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BRADBURY AMENDING THE BRADBURY MUNICIPAL CODE REGARDING PROPERTY MAINTENANCE STANDARDS."

ATTACHMENT #1

ORDINANCE NO. 355

**AN ORDINANCE OF THE CITY COUNCIL
OF THE CITY OF BRADBURY AMENDING
THE BRADBURY MUNICIPAL CODE
REGARDING PROPERTY MAINTENANCE
STANDARDS**

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

Section 1. Section 9.109.020 of Title IX, Part 6, Chapter 109 of the Bradbury Municipal Code is hereby amended to read as follows:

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.

Section 2. Section 9.109.030 of Title IX, Part 6, Chapter 109 of the Bradbury Municipal Code is hereby amended to read as follows:

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.

Section 3. Unoccupied Residential Property. Section 9.109.040 is hereby added to Title IX, Part 6, Chapter 109 of the Bradbury Municipal Code to read as follows:

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 (7) 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.

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.

Bruce Lathrop
Mayor

ATTEST:

Claudia Saldana
City Clerk

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

I, Claudia Saldana, City Clerk of the City of Bradbury, do hereby certify that the foregoing ordinance, being Ordinance No. _____, was duly passed by the City Council of the

City of Bradbury, signed by the Mayor of said City, and attested by the City Clerk, all at a regular meeting of the City Council held on the ____ day of _____, 2018, that it was duly posted and that the same was passed and adopted by the following vote, to wit:

AYES:

NAYS:

ABSENT:

Claudia Saldana
City Clerk
City of Bradbury

ATTACHMENT #2

ORDINANCE NO. 355

**AN ORDINANCE OF THE CITY COUNCIL
OF THE CITY OF BRADBURY AMENDING
THE BRADBURY MUNICIPAL CODE
REGARDING PROPERTY MAINTENANCE
STANDARDS**

Color Legend:

March Changes = Red

April Changes = Blue

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

Section 1. Section 9.109.020 of Title IX, Part 6, Chapter 109 of the Bradbury Municipal Code is hereby amended to read as follows:

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.

Section 2. Section 9.109.030 of Title IX, Part 6, Chapter 109 of the Bradbury Municipal Code is hereby amended to read as follows:

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 unsightly, unsafe, or in a state of disrepair.
- (8) *Overgrown vegetation.* Overgrown vegetation:
 - a. Likely to harbor rats, vermin ~~and~~ 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. Constituting unsightly appearance;~~
 - b. Dangerous to public safety and welfare; or
 - c. 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.

Section 3. Unoccupied Residential Property. Section 9.109.040 is hereby added to Title IX, Part 6, Chapter 109 of the Bradbury Municipal Code to read as follows:

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 (7) 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.

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.

Bruce Lathrop
Mayor

ATTEST:

Claudia Saldana
City Clerk

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

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

AYES:

NAYS:

ABSENT:

Claudia Saldana
City Clerk
City of Bradbury

ATTACHMENT #3

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.

(Ord. No. 297, § 9.06.060.020, 3-20-2007)

Sec. 9.109.030. - Single-family 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:

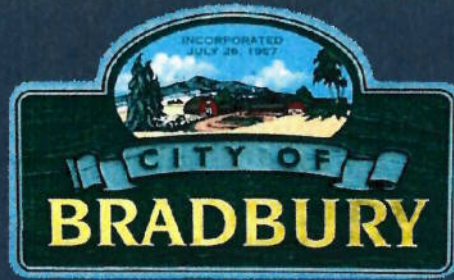
- (1) *Unsafe buildings.* Buildings or structures which are structurally unsafe or which are not provided with adequate egress or which constitute a fire hazard; or which are otherwise dangerous to human life; or which, in relation to existing use, constitute a hazard to safety or health or public welfare 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 causing dry rot, warping and termite infestation;
- (6) *Hazardous windows.* Broken windows constituting hazardous conditions and inviting trespassers and malicious mischief;
- (7) *Overgrown vegetation.* Overgrown vegetation:
 - a. Likely to harbor rats, vermin and other nuisances; or
 - b. Causing detriment to neighboring properties or property values;
- (8) *Hazardous vegetation.* Dead, decayed, diseased or hazardous trees, weeds and other vegetation:
 - a. Constituting unsightly appearance;
 - b. Dangerous to public safety and welfare; or
 - c. Detrimental to nearby property or property values;

- (9) *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;
- (10) *Motor vehicles.* Inoperable or abandoned motor vehicles stored in required yard areas abutting public streets and causing depreciation of nearby property values;
- (11) *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;
- (12) *Discarded furniture.* Broken or discarded furniture and household equipment in front yard areas for unreasonable periods and causing damage or detriment to neighboring properties;
- (13) *Clotheslines.* Clotheslines in front yard areas;
- (14) *Garbage containers.* Garbage cans stored in front of side yards and visible from public streets;
- (15) *Boxes and debris.* Packing boxes and other debris stored in yards and visible from public streets for unreasonable periods, and causing detriment to neighboring properties;
- (16) *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;
- (17) *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;
- (18) *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;
- (19) *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;
- (20) *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;
- (21) *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)

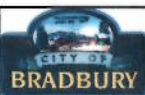
State Law reference— List of conditions that endanger health, safety, and welfare of occupants so as to deem the structure a substandard building, Health and Safety Code § 17920.3.

ATTACHMENT #4



Property Maintenance Standards

Program Overview & Ordinance No. 355




Code Enforcement

Code Enforcement is important for a number of reasons, as it:

- Protects the safety and welfare of residents
- Maintains and increases property values
- Reduces vandalism
- Bolsters maintenance and encourages development in the City



Common Good

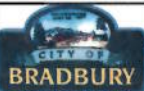


City of Bradbury

2017/2018 City Council Work Plan

- City Beautification
- Increase the Feeling of Safety


Code Enforcement can both Increase Beauty and Feeling of Safety



City of Bradbury

Code Enforcement Program:

- Most Common - Nuisance Complaints
 - ✓ Accumulation of junk & debris
 - ✓ Overgrown vegetation
 - ✓ Storage of junk cars
 - ✓ Piles of earth tires, etc.
 - ✓ Fire hazards
 - ✓ Abandoned buildings
 - ✓ Discarded furniture
 - ✓ Garbage containers
- Violation Notices/Citations
 - 0. Verbal Warning
 - 1. Written Notice
 - 2. 1st Violation: \$100
 - 3. 2nd Violation: \$200
 - 4. 3rd Violation: \$500
 - 5. Subsequent Violation: \$500




Progression of Violations

Traditional of Approaches of Enforcement:

- Criminal Enforcement
- Civil Action
- Abatement Actions

History of Enforcement:

- Over past 5 - 10 years, only 1 brought to court
- Zero Abatement Actions w/in past 10 years



Past & Present

Past Enforcement:

- Done by Building Inspector

Present Enforcement:

- New Community Services Officer (CSO)

Evolution of Enforcement Program:

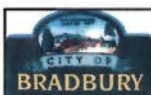
- CSO has time to dedicate to program
- Community seems pleased to have nuisance complaints addressed in timely manner
- Program naturally morphed as a result



Ordinance No. 355 History

February City Council Meeting

- Reviewed current property maintenance standards
- Reviewed other cities' standards
 - ✓ San Marino
 - ✓ Beverly Hills
 - ✓ Rolling Hills
 - ✓ Atherton
- Ultimately, Council requested Staff to strengthen standards
 - ✓ Maintain property values
 - ✓ Maintain beauty
 - ✓ Maintain high feeling of safety



Front driveway in disrepair



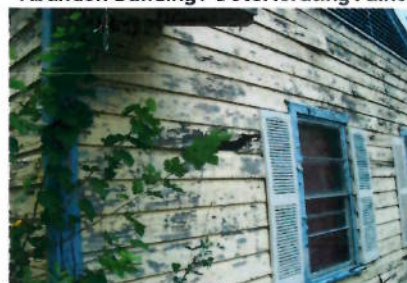
Overgrown Weeds




Vehicle Storage



Abandon Building / Deteriorating Paint





Ordinance No. 355 History

March City Council Meeting

- Staff presented draft Ordinance No. 355
 - ✓ Strengthens property maintenance standards
 - ✓ Water and Landscaping Services for unoccupied residences
- City Council introduced for first reading

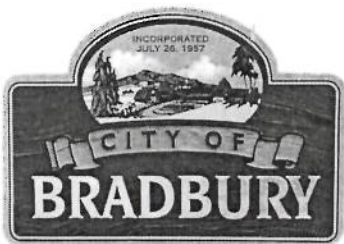
April City Council Meeting

- Ordinance No. 355 set for second reading & adoption
 - ✓ Effective 30 days, if adopted (May 17, 2018)



Property Maintenance Standards

**Program Overview
&
Ordinance No. 355**



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

City of Bradbury Agenda Memo

TO: Honorable Mayor and Members of the City Council

FROM: Kevin Kearney, City Manager
Lisa Bailey, Finance Director

DATE: May 15, 2018

SUBJECT: PROPOSED FORECAST OF FISCAL YEAR 2018 – 2019

ATTACHMENTS:

1. FY 2018 – 2019 Work Plan
2. FY 2018 – 2019 Projected Fund Activity by Fund
3. FY 2018 – 2019 Revenue Projections
4. FY 2018 – 2019 Expenditure Projections
5. General Fund Detail
6. General Fund History & Projection

SUMMARY

The proposed Fiscal Year 2018 – 2019 draft budget is a snap-shot of next year's budget forecast and it allows the City Council to discuss any priorities in the coming year.

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

This forecast represents the opportunity for City Council to review the financial picture before final adoption in June. Following this meeting, Staff will complete any necessary changes and bring the budget back before the City Council for approval in June. With this report, Staff is seeking direction from the City Council on what measures to take in the Fiscal Year 2018 – 2019 budget.

ANALYSIS

Linking objectives with necessary resources involves a process that identifies key goals prior to budget preparation, and these goals become priorities for the budget process. Programs and priorities from prior years that are not yet complete also remain in the budget for financial completion during this budget cycle. The following five key goals (in no particular order of importance) have been developed by the City Council:

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

DISCUSSION

A Snapshot of the Budget FY 2018 - 2019

Revenue projects are based on the trends and forecast reports from the County and State. These estimates are conservative and reflect the expectation of the City's revenues from the previous year. As it is still early, the May and June property tax payments and several other franchise fees have not been paid yet, so this is a "snap shot" to assist staff with preparing the draft report.

Revenue to all funds is projected at \$1,733,560 and expenditures total is \$1,669,868 (not including any new sewer projects). The City's major General Fund revenue sources are Property Tax, Transfer Tax, Franchise Fees and Fees for Service. It should be noted that the General Fund revenues are subject to changes in economic conditions and can fluctuate significantly. Revenue from Licenses and Permits have leveled off this year due to a slowing in construction activity. We anticipate continued slowing in 2018-19.

Projected General Fund Revenue =	\$1,479,020
Projected General Fund Expenditures =	\$1,153,100
Projected Difference	\$ 323,920
Projected Fund Balance =	\$2,862,626
Projected General Fund Reserves =	\$ 1,200,000
Projected Infrastructure Reserves =	\$ 200,000
Projected Contingency =	\$ 5,000
Projected General Fund Liability =	\$ 25,000
Unreserved General Fund Balance =	\$1,432,626

Expenditures

The proposed budget for FY 2018-19 General Fund has been developed conservatively with a continued emphasis on streamlining services and using technology where appropriate in order to reduce costs and increase efficiencies. The City Council is looking ahead at several important issues facing the community, including upgrading City Hall technology systems and infrastructure improvements to sewer systems and drainage issues. Special or restricted revenue funds have been budgeted in lieu of

General Funds where appropriate in an effort to reduce the use of General Funds, i.e. Dial-A-Ride (Prop C) and paving streets after improvements with restricted funds whenever appropriate. Financial forecasts represent the City's continuing efforts to live within its means while providing an adequate level of service for the community.

Significant Projects Completed in FY 2017-18

- *Wide Variety of Policies, Ordinances, and Projects*
A wide variety of policies, ordinances, and projects were completed throughout the year. These include:
 - ✓ Update to Noise Ordinance
 - ✓ Update to Credit Card Policy
 - ✓ Creation of Story Pole Policy
 - ✓ Update to Parking Regulations
 - ✓ Update of Trash Container Ordinance
 - ✓ Implementation of Routine Performance Evaluations
 - ✓ Facilitation of Cal Recycle Competitive Grant Funding
 - ✓ Creation of Uninhabited Residential Property Registry
 - ✓ Commencement and Implementation of the CSO Program
- *National Night Out / 60th Anniversary Event*
On August 15, 2017, the City hosted the National Night Out / 60th Anniversary Event at City Hall. There were approximately 100 attendees.
- *Purchase and Implementation of New Server*
The City has purchased a new server and implemented a partial cloud based solution.
- *Improve Plant Borders for Royal Oaks Drive North Trail*
The City worked with the current landscaper to repair the current plant boards on the Royal Oaks Drive North Trail, which both improved the beauty of the trail and reduced the trip & fall risk liability.
- *Citywide Street Trimming*
Staff completed the 1st round of Citywide street tree trimming. The last and final round will be completed in FY 2018-19.
- *Annexation of Bradbury Community Services District*
The Annexation of several tax parcels located at the entrance of the Bradbury Estates were completed.

Project Carry-overs from FY 2017-18

- *Emergency Planning – Hazard Mitigation Plan: \$15,000*
The City has approved a contract for the creation of a Hazard Mitigation Plan. The Plan is complete and is currently being reviewed by the State. It is anticipated that it will be completed at the beginning of the fiscal year.

- *Re-Design Website – Technology: \$8,000*
Monies would go toward making the City's website ADA compliant.
- *Lemon Trail Reconstruction - \$57,465.50*
During the April 2018 meeting, the City Council provided authorization to move forward with full remediation of the Lemon Trail at a cost of \$57,465.50. It is anticipated that the majority of the work will occur in FY 18/19.

New Items for Consideration in FY 2018 – 2019

Recommended New Items Utilizing Restricted Funds

- *COPS/SLESF Funds (Restricted Funds) - \$88,500*
The City currently receives \$100,000 in Citizens' Option for Public Safety (COPS) / Supplemental Law Enforcement Services Fund (SLESF) funding from the State for additional local law enforcement purposes each Fiscal Year. The City currently has a \$43,000 surplus from previous years. Last year, the City utilized funding for a Monrovia CSO at \$37,000, Administrative supplies (such as tickets) for \$3,000, and Duarte daytime patrol at \$75,000. Although the City typically provides the Sheriff's Department with funds for extra patrol in Bradbury (\$31,750), it is recommended that these funds not be utilized for it this year, as the Sheriff's Department recently discovered \$50,000 from previous years that can be drawn down upon. Therefore, Staff is recommending the following for this upcoming fiscal year:

➤ \$37,000	Monrovia CSO
➤ \$50,000	Duarte daytime patrol
➤ \$1,500	Administrative Supplies
\$88,500	TOTAL

It should be noted that the City is currently in discussion with the City of Duarte on placing an automated license plate reader to capture those driving up onto Mt. Olive Drive. Discussions are still new, but it may be possible that COPS funds could potentially be used to purchase/maintain such a system. However, much is still to be discussed, and Staff is not yet fully confident at this point that COPS funds can even cover such as system

- *Citywide Street Slurring (Restricted Funds) - \$150,00*
Street slurring should be done approximately every 7 years. The last Citywide slurring contract was executed in 2009, which means it has been 9 to 10 years since the last Citywide slurring.
- *City Hall Computer Replacement - \$5,000 (Restricted Funds)*
Industry standards suggest that the average life span of business-related computers is approximately 3-5 years. The City has recently switched IT vendors proving the lifespan of all of City Hall's five (5) computers difficult.

However, it is estimated that all the computers fall within the 5-10 year old range. It is recommended that all computers be replaced with an approximate budget of \$1,000 per computer. Costs of all computers can be covered through the Technology Fee Fund.

- *Bridge Repairs - \$18,900 (Restricted Funding)*

The National Bridge Inspection Standards (NBIS) require that all bridges be inspected on a 24-month cycle. On May 3, 2107, the Deodar Lane Bridge over Sawpit Wash was inspected by LA County and Caltrans and identified repairs that need to be implemented. As the owner of the bridge, the City is responsible for the operation, maintenance, repair, or replacement of these bridges as necessary. The City has restricted transportation funding that can cover the full costs of the repairs.

- *Royal Oaks North Curb Extension - \$78,432 (Restricted Funds)*

During the April 2018 meeting, the City Council provided authorization to move forward with surveying plans for the Royal Oaks North Curb Extension Project. Although the project has not yet been approved, Staff recommends budgeting for the entire project, as the Council can also decide at a later time to approve the full project, approve a hybrid variation, or not move forward with it. The cost of the anticipated full extension totals \$78,432 and can be covered fully by restricted funds. Should the Council decide to approve the project at a later time, it is expected that would be completed in FY 2018-19.

Recommended New Items Utilizing General Funds

- *Los Angeles Sheriff's Department Contract Increases - \$3,314.96*

The Sheriff's Department has notified the City that their contracting cost model will increase 2.57%. In addition, the City will see a 10.5% rate increase to the Contract Cities Liability Trust Fund (LTF) rate. This action was taken based upon a review of the annual actuary study, the pro forms analysis and current financial condition of the LTF.

- *Additional Earthquake & Flood Coverage - \$4,521 (annually)*

The City's current insurance policy covers damage to the City's roads and bridge in the event of a fire or vandalism. The current general policy does not cover damaged from earthquakes and floods. This additional policy would cover the City's roads and bridge for up to \$1MM in the event of an earthquake or flood.

- *Trail Maintenance Fund - \$7,000*

For the past few years, the City has maintained a *Trail Maintenance* fund (101-21-7025) that the City has drawn down upon, yet there has not been any budgeted funds associated with it. Overall, the fund would be used to perform extra general planting and maintenance of all the various trails throughout the City.

- *3.8% COLA for Staff - \$8,358*
The COLA increase would affect the City Manager, Finance Director, Management Analyst and City Clerk and is based off the Bureau of Labor Statistics' Consumer Price Index (CPI) for the area.
- *City Hall Office Chairs Replacement – \$1,000*
Industry standards suggest the life expectancy of office chairs that are used 40-hours per week should last an average of seven (7) to ten (10) years. All five (5) of City Hall's chairs were purchased when the building was remodeled back in 2009, essentially aging the chairs to about ten (10) years old. Some of the current chairs do have rips with the cushioning also depleted. This item would cover all five (5) chairs at a cost of \$200 each. This figure was based on an average approximate chair at Staples.
- *Citywide Community Event - \$3,500*
In 2017, the City held a duel event for National Night Out and the City's 60th Anniversary, and the City Council has expressed interest in holding another similar event in 2018. The 2017 event cost a total of \$4,150, but there were significant expenses associated with drinkware. Without the drinkware costs in 2018, it is projected that the expenses will be reduced.
- *Volunteer/Staff Appreciation Event - \$1,200*
In FY 17-18, the City Council held a Volunteer/Staff Appreciation Event at Bella Sera in the City of Monrovia. Overall, there were approximately 25 attendees. The total cost of the event was \$1,278. Should the Council decide to have a similar event again, Staff recommends budgeting \$1,200.
- *Animal Control Services 3% Increase – Additional \$139.08*
The City currently pays \$4,637.88 per year for animal control services though the Pasadena Humane Society. The Humane Society recently notified the City that their contract fees would increase by 3% for FY 18-19 to \$4,776.96, or an additional 139.08 per year. Overall fees for service are partly subsidized through animal licenses and pet impound fees.

Items for Discussion Utilizing General Funds

- *Community Wildfire Protection Plan - \$55,000 to \$90,000*
For many years, the City Council has listed the creation of the Community Wildfire Protection Plan as a Council priority. Unfortunately, the Plan requires extensive research, data, and mapping, which is probably why Staff has been unable to complete the Plan. Staff has contacted vendors for assistance and has been provided very rough initial quotes to complete the plan, which range somewhere between \$55,000 and \$90,000.

- *Landscaping the South Side of City Hall – \$16,830*
The south side of City Hall is currently without proper irrigation and landscaping. Additionally, the area contains dead oleanders – which is an extreme fire hazard – and the fence is rotted with terminates. Staff has obtained preliminary quotes on the irrigation, landscaping, and fencing.
- *Utility User Tax Special Election - \$12,000*
The City's current Utility User Tax sunset on May 7, 2018. Although a decision has not yet been made to have an election for the Utility User Tax, this item should be considered for the upcoming budget, if there is a desire to hold an election.

Other Notable Items

- For the 12 designated unpaid days, Staff recommends the following days to be designated: Friday, July 6, 2018; Friday, August 3, 2018; Friday, September 7, 2018; Monday, October 8, 2018 (Columbus Day); Monday, November 12, 2018 (Veterans Day); Wednesday, December 26, 2018; Thursday, December 27, 2018; Friday, December 28, 2018; Friday, March 1, 2019; Friday, April 5, 2019; Friday, May 3, 2019; and Friday, June 7, 2019.
- Staff recommends removing the Community Support (homelessness) line-item under the City Council Division. This line item had not been previously used and continues not to be used, other than a onetime processing to comply with a Civil Grand Jury audit findings/requirements in FY 16-17.

STAFF RECOMMENDATION

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

ATTACHMENT #1

2018 – 2019 Work Plan

City Council Priorities

Disaster Preparedness
Fiscal Responsibility
Capital Improvements
Infrastructure Improvements
City Beautification

Blue = Staff Proposed
Red = Completed Last FY 17/18

Disaster Preparedness

1. Complete and adopt the Local Hazard Mitigation Plan
2. Complete the Community Wildfire Protection Plan (CWPP)
3. Host one community preparedness education event
4. Obtain Status as a *Firewise Community, USA*

Fiscal Responsibility

- ~~1. Purchase new server and implement partial cloud-based solutions~~
- ~~2. Continue the work of the UUT Oversight Committee~~
3. Continue to work with the community on fiscal stability

Capital Improvements

1. Continue to improve City trails with drought tolerant landscaping
- ~~2. Improve plant borders for the Royal Oaks Drive North trail~~
3. Complete Remediation at Lemon Trail
4. Complete Curb Improvements on Royal Oaks Drive North

Infrastructure Improvements

- ~~1. Complete the annexation of the parcels within the Bradbury Community Services District~~
2. Continue to work with the City of Monrovia and private development on connections to the public sewer
3. Complete Citywide Paving

City Beautification

1. Continue street tree trimming program
2. Complete the City signage inventory

Miscellaneous Community Improvement

1. Explore the most effective policing solution to increase the feeling of safety within Bradbury
2. Work regionally and with neighboring cities on the issuance of the new MS4 permit
3. Improve communications with the community

ATTACHMENT #2

Fund	7/1/2018 Estimated Fund Balance	Proposed Revenues	Proposed Expenditures	Estimated 6/30/2019 Fund Balance		Estimated Increase/(Decrease) in Fund Balance
				Reserved	Unreserved	
Unrestricted Funds:						
Fund 101 - General Fund	2,538,706	1,479,020	1,155,100	1,430,000	1,432,626	323,920
Fund 102 - Utility Users Tax Fund	748,544	4,000	100,000		652,544	(96,000)
Fund 111 - Civic Center Fund	-	-	-		-	-
Fund 112 - Long Term Planning Fee Fund	18,768	10,040	-		28,808	10,040
Fund 113 - Technology Fee Fund	48,551	14,750	13,000		50,301	1,750
	3,354,569	1,507,810	1,268,100	1,430,000	2,164,279	239,710
					3,594,279	
Restricted Funds:						
Fund 200 - Gas Tax Fund	107,619	27,800	116,658		18,761	(88,858)
Fund 203 - Prop. A Fund	3,380	21,100	9,000		15,480	12,100
Fund 204 - Prop. C Fund	56,100	17,650	70,000		3,750	(52,350)
Fund 205 - TDA Fund	-	30,000	30,000		-	-
Fund 206 - Sewer Fund	38,790	-	-		38,790	-
Fund 208 - STPL Fund	32,774	-	32,774		-	(32,774)
Fund 209 - Recycling Grant Fund	(4,500)	5,000	-		500	5,000
Fund 210 - Measure R Fund	24,286	12,350	35,936		700	(23,586)
Fund 212 - Measure M Fund	73,972	11,550	18,900		66,622	(7,350)
Fund 215 - COPs Fund	43,512	100,300	88,500		55,312	11,800
Fund 217 - County Park Grant Fund	8,862	-	-		8,862	-
Fund 219 - Fire Safe Grant 14-USFS-SFA-005:	10,535	-	-		10,535	-
	395,330	225,750	401,768	-	219,312	(176,018)
	3,749,898	1,733,560	1,669,868	1,430,000	2,383,590	63,692

ATTACHMENT #3

Revenues

Acct. Number	Account Description	2015-16	2016-17	2017-18	2017-18		2018-19	
		Actual	Actual	Budget	Estimated % of Budget	Proposed % of Estimated		
General Fund:								
101-00-4010	Property Tax-Current Secured	378,325	397,293	400,000	420,000	105%	432,600	103%
101-00-4030	Property Tax-Current Unsecur	15,860	16,148	16,000	3,941	25%	4,000	101%
101-00-4060	Public Safety Augmentation F	9,566	9,922	9,700	9,700	100%	9,700	100%
101-00-4070	Delinquent Taxes	6,482	6,408	5,000	5,803	116%	5,900	102%
101-00-4100	Sales & Use Tax	2,818	7,465	4,500	4,500	100%	4,500	100%
101-00-4110	Franchise Fee-Cable TV	18,533	17,736	17,500	17,500	100%	17,500	100%
101-00-4120	Franchise Fee-SC Edison	19,383	17,658	18,000	17,722	98%	17,800	100%
101-00-4130	Franchise Fee-SC Refuse	33,218	34,025	34,000	34,000	100%	34,000	100%
101-00-4140	Franchise Fee-SC Gas Co.	3,060	2,426	2,500	2,574	103%	2,600	101%
101-00-4150	Franchise Fee-Cal Am Water	23,383	27,483	27,500	31,388	114%	32,000	102%
101-00-4160	AB939 Refuse Admin. Fee	17,306	17,514	17,000	17,500	103%	17,500	100%
101-00-4190	Real Property Transfer Tax	15,922	32,492	18,000	32,000	178%	30,000	94%
101-00-4200	Motor Vehicle In-Lieu	115,939	123,481	125,000	131,230	105%	132,000	101%
101-00-4210	Dist & Bail Forfeiture	8,734	4,996	6,000	3,780	63%	4,000	106%
101-00-4220	Fines-City	12,158	-	1,000	2,000	200%	2,000	100%
101-00-4350	Business License	40,536	41,296	40,000	40,000	100%	40,000	100%
101-00-4360	Movie & TV Permits	-	7,000	-	3,030		3,000	99%
101-00-4370	Bedroom License Fee	37,080	30,900	25,000	10,301	41%	10,000	97%
101-00-4410	Variances & CUPs	6,538	-	5,000	1,635	33%	1,600	98%
101-00-4420	Lot Line Adjustment/Zone Changes	14,578	1,902	-	3,805		4,000	105%
101-00-4440	Subdivisions/Lot Splits	38,206	3,312	-	4,844		5,000	103%
101-00-4460	Planning Dept. Review	116,879	100,020	90,000	50,000	56%	50,000	100%
101-00-4470	Building Construction Permit	298,311	309,178	300,000	200,000	67%	200,000	100%
101-00-4480	Building Plan Check Fees	299,215	270,669	290,000	240,000	83%	240,000	100%
101-00-4485	Landscape Plan Check Permit	34,911	28,204	30,000	9,000	30%	9,000	100%
101-00-4490	Green Code Compliance	41,902	40,268	40,000	26,000	65%	26,000	100%
101-00-4500	Civic Center Rental Fee	-	-	1,000	150	15%	-	0%
101-00-4530	Environmental & Other Fees	11,579	4,450	4,500	9,000	200%	9,000	100%
101-00-4540	City Engineering Plan Check	118,522	173,070	110,000	110,000	100%	110,000	100%
101-00-4600	Interest Income	13,200	17,136	13,500	19,930	148%	20,000	100%
101-00-4700	Sales of Maps & Publications	259	446	300	300	100%	300	100%
101-00-4800	Other Revenue	1,021	9	-	187		200	107%
101-00-4850	Cal-Am Loan Repayment	14,459	4,820	4,820	4,820	100%	4,820	100%
101-00-4900	Reimbursements	-	4,323	-	65		-	0%
101-00-4920	Sale of Prop. A Funds				56,000		-	0%
Total General Fund Revenues		1,767,883	1,752,050	1,655,820	1,522,705	92%	1,479,020	97%

Revenues

Acct. Number	Account Description	2015-16	2016-17	2017-18	2017-18		2018-19	
		Actual	Actual	Budget	% of Budget	Estimated	% of Estimated	
Utility Users Tax Fund:								
102-00-4600	Interest	230	2,902	450	4,000	889%	4,000	
102-00-4810	Water	30,726	40,212	38,000	45,036	119%	-	
102-00-4820	Trash	22,638	22,815	22,500	21,899	97%	-	
102-00-4830	Electric	100,778	94,765	103,000	90,646	88%	-	
102-00-4840	Natural Gas	14,909	15,426	15,000	12,821	85%	-	
102-00-4850	UIT - Cable	17,838	19,850	20,000	17,997	90%	-	
102-00-4855	Telecom-Minors	12,387	14,505	15,700	11,788	75%	-	
102-00-4856	Telecom-AT&T	444	449	500	364	73%	-	
102-00-4857	Telecom-Verizon	6,182	5,650	6,000	4,402	73%	-	
102-00-4858	Telecom-Sprint Nextel	2,735	4,288	4,000	1,000	25%	-	
102-00-4900	Reimbursements	1,277	-	-	364	-	-	
		210,144	220,862	225,150	210,317	93%	4,000	
Civic Center Fund:								
111-00-4000	Transfer In from General Fund	-	4,544	-	-	-	-	
111-00-4500	Civic Center Rental Fee	975	900	-	-	-	-	
		975	5,444	-	-	-	-	
Long Term Planning Fee Fund:								
112-00-4490	Long-Term Planning Fee	11,569	11,637	11,000	10,000	91%	10,000	
112-00-4600	LTP Fee Interest Income	66	29	75	40	53%	40	
		11,635	11,666	11,075	10,040	91%	10,040	
Technology Fee Fund:								
113-00-4520	Technology Fee	22,609	24,453	22,000	14,000	64%	14,000	
113-00-4600	Technology Fee Interest Income	1,307	217	1,050	750	-	750	
		23,916	24,670	23,050	14,750	64%	14,750	
Gas Tax Fund:								
200-00-4000	Transfers In	3,147	-	-	-	-	-	
200-00-4200	TCRA Funds	29,013	26,788	36,959	27,351	74%	27,500	
200-48-4260	Gas Tax	396	552	400	500	1	300	
200-00-4600	Gas Tax Interest	32,556	27,340	37,359	27,851	1	27,800	
Prop. A Fund:								
203-40-4260	Prop. A Transit Funds	19,530	19,835	20,000	21,050	1	21,050	
203-40-4600	Prop. A Transit Interest	133	293	150	50	-	50	

Revenues

Acct. Number	Account Description	2015-16	2016-17	2017-18	2017-18		2018-19	
		Actual	Actual	Budget	Estimated % of Budget	Proposed % of Estimated		
Prop. C Fund:								
204-48-4260	Prop. C Funds	16,034	16,295	16,500	17,548	1	17,550	100%
204-48-4600	Prop. C Interest	164	252	175	300		100	
		16,198	16,547	16,675	17,848		17,650	99%
Transportation Development Act Fund:								
205-48-4260	TDA Funds	-	-	-	5,000		30,000	600%
205-48-4600	TDA Interest	-	-	-	-		-	
		-	-	-	5,000		30,000	600%
Sewer Fund:								
206-00-4000	Transfers In	176,500	481,229	1,100,000	1,100,000			
206-50-4730	Mount Olive Drive Assessment	53,914	25,000	36,967				
		230,414	506,229	1,136,967	1,100,000			
STPL Fund:								
208-00-4260	STPL Funds	-	18,828	-				
208-00-4600	STPL Interest	57	166	-				
		57	18,994	-	-			
Recycling Grant Fund:								
209-00-4260	Recycling Grant Funds	5,000	5,000	5,000			5,000	
209-00-4600	Recycling Grant Interest	41	62	45				
		5,041	5,062	5,045	-		5,000	
Measure R Fund:								
210-48-4260	Measure R Funds	12,157	12,342	12,500	11,765	94%	12,000	102%
210-48-4600	Measure R Interest	252	311	250	350		350	
		12,409	12,653	12,750	12,115		12,350	102%
Measure M Fund								
212-48-4260	Measure M Funds		7,500	11,215	150%		11,500	103%
212-48-4600	Measure M Interest			50			50	
		-	7,500	11,265			11,550	103%

Revenues

Acct. Number	Account Description	2015-16	2016-17	2017-18	2017-18	2018-19
		Actual	Actual	Budget	Estimated % of Budget	Proposed % of Estimated
Citizen's Option to Public Safety (COPS) Fund:						
215-23-4260	COPS Funds	114,618	116,750	100,000	145,020	100,000
215-23-4600	COPS Interest	358	539	360	600	300
		114,976	117,289	100,360	145,620	100,300
						69%
County Park Grant:						
217-00-4210	County Park Grant	26,500	48	-	-	
217-00-4600	Grant Fund Interest Income	24	-	-	-	
		26,524	48	-	-	
Fire Safe Grant 14-USFS-SFA-0053:						
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			
		47,732	57	-	-	
Total Revenues		2,520,123	2,739,039	3,251,901	3,098,610	1,733,560
						56%

ATTACHMENT #4

Account Description	Expenditures			2017-18	2018-19
	2015-16 Actual	2016-17 Actual	2017-18 Budget	Estimated % of Budget	Proposed % of Estimated

General Fund:

101-00-5000	Transfers Out	176,500	485,773	1,100,000	1,100,000	100%
-------------	---------------	---------	---------	-----------	-----------	------

City Council Division:

101-11-6500	Community Support (homelessness)	-	3,000	3,000		
101-11-6100	Events and awards	130	57	7,850	7,850	100%
101-11-6110	City Newsletter	225	215	250	-	0%
		355	3,272	11,100	7850	71%
						0%

City Manager Division:

101-12-5010	Salaries	105,795	93,641	102,500	102,500	100%
101-12-5100	Benefits	42,583	26,424	48,000	42,300	88%
101-12-6020	Meetings & Conferences	2,173	854	2,500	2,500	100%
101-12-6025	Expense Account	145	237	1,500	1,500	100%
101-12-6050	Mileage	983	488	1,200	1,200	100%
101-12-6210	Special Department Supplies	-	23,097	100	100	100%
101-12-6440	Cell Phone	450	350	900	-	0%
		152,129	145,091	156,700	151,000	96%
					154,795	103%

City Clerk Division:

101-13-5010	Salaries	54,470	56,104	57,619	57,619	100%
101-13-5100	Benefits	20,738	22,469	27,000	24,100	89%
101-13-6020	Meetings & Conferences	-	-	100	100	100%
101-13-6040	Transportation & Lodging	-	-	100	100	100%
101-13-6050	Mileage	70	156	150	150	100%
101-13-6210	Special Department Supplies	466	290	250	250	100%
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	85,109	88%
					86,509	102%

Finance Division:

101-14-5010	Salaries	10,810	13,746	14,492	14,492	100%
101-14-5100	Benefits	1,868	1,198	1,500	1,250	83%
	Meetings & Conferences	-	-	100	-	0%
101-14-6210	Special Department Supplies	215	351	350	350	100%
101-14-6230	Contracted Computer Services	1,048	711	2,000	2,000	100%
101-14-7010	Contracted Banking Services	3,166	4,034	4,600	4,600	100%
101-14-7020	Contracted Audit Services	14,613	10,000	14,500	18,500	128%
101-14-7040	GASB Reports	14,694	1,300	1,300	350	27%
		61,108	31,340	38,842	41,542	107%
					38,293	92%

Account Description	Expenditures				
	2015-16	2016-17	2017-18	2017-18	2018-19
	Actual	Actual	Budget	Estimated % of Budget	Proposed % of Estimated
City Attorney Division:					
101-15-7020 City Attorney Retainer	24,750	36,385	29,400	29,400	100%
101-15-7070 City Attorney Special Service	2,326	5,333	7,000	3,300	47%
101-15-7080 Seminars & Training	425	1,008	1,000	1,000	100%
	27,501	42,726	37,400	33,700	90%
					36,400
					108%
General Government Division:					
101-16-5010 Salaries	42,840	40,785	45,316	37,763	83%
101-16-5100 Benefits	15,877	12,277	15,600	11,642	75%
101-16-6010 Seminars & Training	-	-	500	500	100%
101-16-6020 Meetings & Conferences	47	-	150	150	100%
101-16-6040 Transportation & Lodging	-	-	500	500	100%
101-16-6050 Mileage	589	195	500	500	100%
101-16-6120 Postage	356	227	500	500	100%
101-16-6200 Office Supplies	1,093	1,652	1,500	1,500	100%
101-16-6210 Special Departmental Supplies	-	-	-	1,622	100%
101-16-6230 Computer & Website Services	10,058	9,149	18,000	18,000	100%
101-16-6240 PERS UAL Payment	168,139	-	-	317	2,068
101-16-6250 Copier & Duplications	4,295	1,767	1,500	2,216	100%
101-16-6300 Insurance	38,379	36,431	40,000	54,738	137%
101-16-6400 Utilities	3,513	4,051	5,000	5,000	100%
101-16-6440 Telephone	6,070	7,118	7,000	7,000	100%
101-16-6450 Building Operations	1,468	1,047	1,000	1,000	100%
101-16-6460 Building & Cleanning Service	2,430	2,565	2,500	2,500	100%
101-16-6470 Maintenance & Supplies	-	152	500	500	100%
101-16-7600 Operating Contingency	1,590	241	-	-	-
	296,744	117,657	140,066	145,948	104%
					151,495
					104%
Engineering Division:					
101-19-7230 Contracted Engineering Services	116,910	149,888	108,000	125,573	116%
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	184,923	146%
					125,000
					68%
Planning, Zoning & Development Division:					
101-20-6120 Postage	69	(77)	250	300	120%
101-20-6210 Special Department Supplies	59	-	500	500	100%
101-20-6240 Environmental Filing Fees	-	-	500	500	100%
101-20-7210 City Planner Retainer	50,700	46,800	46,800	46,800	100%
101-20-7220 Contracted Building & Safety	325,845	291,247	290,000	290,000	100%
101-20-7240 City Planner Special Service	14,767	8,957	10,000	10,000	100%
101-20-7245 General Plan update	-	-	-	406	406
	391,440	346,927	348,050	348,506	100%
					348,506
					100%

Account Description	Expenditures			2017-18		2018-19	
	2015-16 Actual	2016-17 Actual	2017-18 Budget	Estimated % of Budget	Proposed % of Estimated		
Parks & Landscape Maintenance Division:							
101-21-7015 Royal Oaks Trail Maintenance	8,560	8,210	10,000	10,000	100%	10,000	100%
101-21-7020 City Hall Grounds Maintenance	2,680	2,920	3,000	3,000	100%	3,000	100%
101-21-7025 Trail Maintenance	7,385	23,960		-		7,000	
101-21-7035 Mt. Olive Entrance & Trail	6,711	4,998	5,500	5,500	100%	5,500	100%
101-21-7045 Lemon/RO Horse Trail	680	910	1,000	1,000	100%	27,500	2750%
101-21-7060 Street Tree Trimming	12,083	11,300	10,000	10,000	100%	10,000	100%
	38,099	52,298	29,500	29,500	100%	63,000	214%
Public Safety Division:							
101-23-6210 Special Departmental Services	-	67	-				
101-23-7410 Contract Services Sheriff	97,736	95,970	110,000	110,000	100%	113,315	103%
101-23-7420 City Hall Security	2,438	2,643	2,600	2,600	100%	2,600	100%
101-23-7450 Code Enforcement	4,714	2,771	3,500	3,500	100%	3,500	100%
	104,888	101,451	116,100	116,100	100%	119,415	103%
Emergency Preparedness Division:							
101-24-6010 Seminars & Training	123	-	-	-		50	102%
101-24-6020 Meetings & Conferences	-	-	-	49		360	100%
101-24-6030 Memberships & Dues	360	-	-	360		360	100%
101-24-6470 Maintenance & Supplies	995	2,404	2,500	2,500	100%	2,500	100%
101-55-7030 Hazardous Mitigation Plan	-	10,000	15,000	16	0%	15,000	93750%
101-24-6480 Civic Center Generator	45,149	342	-	0		-	
	91,348	12,746	17,500	2,925	17%	17,910	612%
Animal & Pest Control Division:							
101-25-7000 Animal Control Services	2,058	2,411	3,000	3,000	100%	4,777	159%
101-25-7010 Pest Control Services	-	-	300	300	100%	300	100%
	2,058	2,411	3,300	3,300	100%	5,077	154%
Intergovernmental Relations Division:							
101-30-6030 Memberships & Dues	8,143	8,452	8,500	8,610	101%	8,700	101%
General Fund Totals							
	1,592,852	1,717,363	2,230,647	2,259,013	101%	1,155,100	51%
Utility Users Tax Fund:							
102-42-7630 NPDES Stormwater Compliance	61,375	78,602	348,922	35,260	10%	100,000	284%

		Expenditures			2017-18		2018-19	
Account Description	2015-16 Actual	2016-17 Actual	2017-18 Budget	Estimated % of Budget	Proposed	% of Estimated		
Civic Center Fund:								
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	-	-					
Long Term Planning Fee Fund:								
Technology Fee Fund:								
113-20-4500 Technology expense		468	-		5,000			
101-20-7730 Website			6,000	0	8,000			
101-20-7040 Non-Capitalized Equipment - Sonic Firewall		-						
113-20-8120 Capital Equipment-Server & Copier		-	14,853	14,853			0%	
113-20-4500 Technology expense (e-Plan)	10,720	-		100%				
	10,720	468	20,853	14,853	13,000	88%		
Gas Tax Fund:								
200-48-6400 Utilities-Select System	3,620	7,518	7,500	11,414	12,000	105%		
200-48-6410 Street Lights	8,759	7,752	8,000	8,914	9,000	101%		
200-48-6555 Street Tree Maintenance	-	-	-	-	-			
200-48-7000 PW Contract Services	451	1,741	5,500	1,776	2,000	113%		
200-48-7290 Street Sweeping	4,143	3,765	4,500	3,523	4,000	114%		
200-48-7745 Royal Oaks North Curb Extension					45,658			
200-48-7750 Woodlyn Lane Pavement Rehab.	-	3,114	-		-			
200-48-7755 City Wide Slurry Seal					44,000			
	16,973	23,890	25,500	25,626	116,658	455%		
Prop. A Fund:								
203-00-7600 Sale of Prop. A Funds			-	80,000	9,000			
203-40-7625 Transit Services		-	-	80,000	9,000			
Prop. C Fund:								
Staffing	-	-	-					
204-20-6030 Memberships & Dues	346	514	520		0%			
204-40-7325 Transit Services	8,449	8,449	9,000	9,000	100%		-	
204-48-7755 City Wide Slurry Seal	-	-	-		70,000			
	8,795	8,963	9,520	9,000	95%	70,000		

Account Description		Expenditures			2017-18	2018-19	
		2015-16 Actual	2016-17 Actual	2017-18 Budget	Estimated % of Budget	Proposed % of Estimated	
Transportation Development Act Fund:							
205-48-7720	Lemon Trail Project	-	-	25,000	5,000	20%	30,000
205-00-7760	Return of Funds	-	-	25,000	5,000	20%	30,000
Sewer Fund:							
206-50-7600	Mt. Olive Drive Sewer Project	195,710	323,075	-			
206-50-7601	Mt. Olive Lane Sewer Project	-	31,530	551,502	551,502	100%	
206-50-7605	Lemon Ave. Project Phase I (Monrovia)	13,432	7,810	113,793	113,793	100%	
206-50-7606	Winston Ave Project	800	44,696	470,804	470,804	100%	
		209,942	407,111	1,136,099	1,136,099	100%	
		-					
Prop. 1B Fund:							
207-48-7000	Prop. 1B Street Repairs	3,147	-	-			
STPL Fund:							
208-48-7745	Royal Oaks North Curb Extension						32,774
Recycling Grant Fund:							
209-35-7300	Recycling Education	4,198	1,500	1,500	4,500	300%	
Measure R Fund:							
210-48-7000	Contract Services	20,380	-	-			
210-48-7750	Woodlyn Lane Pavement Rehab.	-	-	-			35,936
210-48-7755	City Wide Slurry Seal						35,936
		20,380	-	-	-		35,936
Measure M Fund							
212-48-6555	Citywide Slurry Seal			7,500			18,900
212-48-xxxx	Bridge Repair						18,900
			-	7,500			
Citizen's Option to Public Safety (COPS) Fund:							
215-23-7410	Contract Services Sheriff	56,307	116,750	143,750	145,020	101%	88,500

Account Description	Expenditures				
	2015-16 Actual	2016-17 Actual	2017-18 Budget	2017-18 Estimated % of Budget	2018-19 Proposed % of Estimated
County Park Grant:					
217-21-7650 Civic Center Park	24,000	-	-		
Fire Safe Grant 14-USFS-SFA-0053:					
219-21-7065 Brush Clearance	95,569	-	-		
Total Expenditures	2,116,277	2,354,647	3,949,291	3,714,371	94% 1,669,868
					45%

ATTACHMENT #5

General Fund

6/30/2017 Audited Fund Balance	3,275,014
2017-18 Estimated Revenue	1,522,705
2017-18 Estimated Expenditures	(1,159,013)
Transfer to Sewer Fund	(1,100,000)
06/30/2018 Projected Fund Balance	2,538,706

2018-19 Projected Revenues	1,479,020
2018-19 Projected Expenditures	(1,155,100)
2018-19 Net (Expend)/Income	323,920
06/30/2019 Projected Fund Balance	2,862,626

2018-19 Expenditure Breakdown	Budget	%
Salaries	228,285	20%
Personnel Benefits	80,350	7%
Operations	846,465	73%
Capital Equipment	-	0%
Capital Improvement Projects	-	0%
Total	1,155,100	100%

06/30/2018 Projected General Fund Balance	2,862,626
General Fund Reserves	1,200,000
Infrastructure Reserves	200,000
General Liability	30,000
Balance Available for Special Projects	1,432,626

Projected Special Projects

Project	-
Project	-
Project	-
Total Special Projects	-

Remaining Balance	1,432,626
-------------------	-----------

*Fund Balance Includes cash plus other assets minus liabilities. As a result, the actual cash on hand in a given fund is often less than the stated fund balance.

General Fund

6/30/2017 Audited Fund Balance	3,240,327
2016-17 Estimated Revenue	1,752,050
2016-17 Estimated Expenditures	(1,717,363)
Transfer to Sewer Fund	-
06/30/2017 Projected Fund Balance	3,275,014
2017-18 Projected Revenues	1,502,775
2017-18 Projected Expenditures	(2,259,013)
2017-18 Fund Reserve (Expend)/Income	(756,238)
06/30/2018 Projected Fund Balance	2,518,776

2017-18 Expenditure Breakdown	Budget	%
Salaries	219,927	10%
Personnel Benefits	92,100	4%
Operations	1,918,620	86%
Capital Equipment	-	0%
Capital Improvement Projects	-	0%
Total	2,230,647	100%

06/30/2018 Projected General Fund Balance	2,518,776
General Fund Reserves	1,200,000
Infrastructure Reserves	200,000
General Liability	30,000
Balance Available for Special Projects	1,088,776

Projected Special Projects

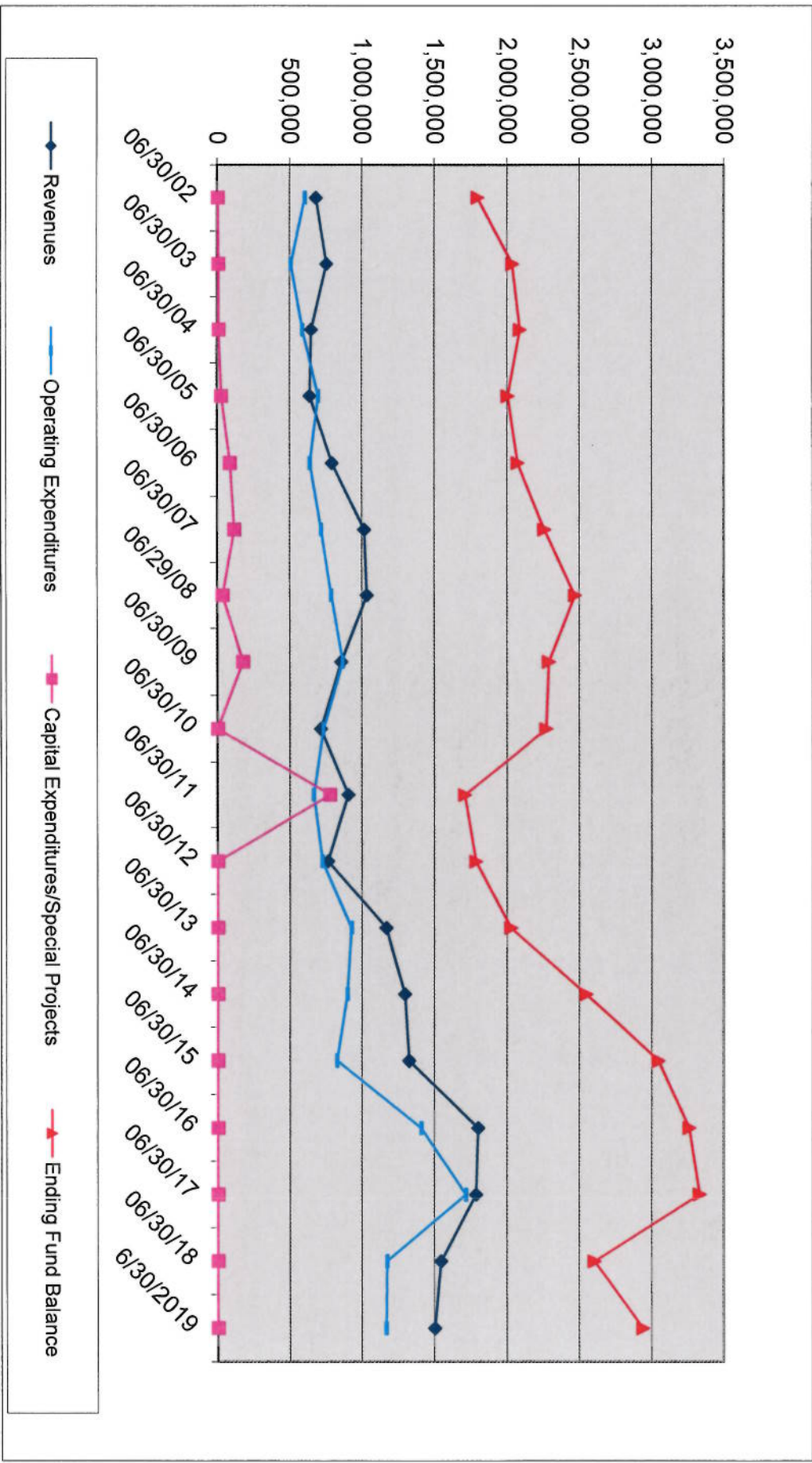
Project	-
Project	-
Project	-
Total Special Projects	-

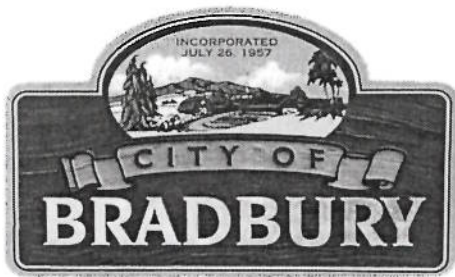
Remaining Balance	1,088,776
-------------------	-----------

*Fund Balance Includes cash plus other assets minus liabilities. As a result, the actual cash on hand in a given fund is often less than the stated fund balance.

ATTACHMENT #6

City of Bradbury General Fund History





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

City of Bradbury Agenda Memo

TO: Honorable Mayor and Members of the City Council

FROM: Kevin Kearney, City Manager

DATE: June 20, 2017

SUBJECT: **DISCUSSION ON OBTAINING A 2ND OPINION ON THE CITY'S PROCUREMENT SYSTEM**

ATTACHMENTS: 1. Bradbury Municipal Code, Chapter 7 – Purchase and Disposal of Equipment, Supplies, and Services
2. Auditor's Email Response Re: Public Funds
3. Comments Read and Submitted for the Record by Mayor Lathrop on April 17, 2018 During the Special Meeting

SUMMARY

During the April meeting, the City Council decided to agendize the idea of obtaining a 2nd legal opinion on the City's current procurement system. In particular, the goal would be to obtain a 2nd opinion on the City's past process for the City Manager to occasionally approve contracts on large project applications in progress and later have them ratified by the City Council.

During the May meeting, the City Council did agree to hold Special Meetings when such contracts needed immediate signature, essentially eliminating the practice of City Manager sign off and ratification.

It is recommended that the City Council review the report and direct Staff on how to proceed. Should a 2nd opinion be desired, it is recommended that the opinion be neutral to both sides of the discussion.

DISCUSSION

The City has two large project applications in progress, each of which consists of over 100 acres in development. These projects are complex, the environmental reviews are extensive, and the process can take a considerable amount of time to undergo. As a result, the project developers oftentimes want to expedite processes, knowing that streamlining processing can result to significant time savings in the long-run.

To accommodate the need for time sensitivities, the City offers unique services that usually are only applicable to these large developments, such as additional planning and environmental services, which services are paid for with developer funds. One method the City used to occasionally utilize in expediting these projects is by having the City Manager approve contracts for such services and deposits, drafted by the City Attorney, and having the City Council ratify the contracts at the next upcoming meeting. In some cases, not having an executed contract can prevent these projects from starting or stall them in continuing their review process, as the applicant could have to wait up to a month for the City Council meeting.

According to the purchasing regulations in the Bradbury Municipal Code (ATTACHMENT #1), purchasing and entering into contracts is regulated by certain thresholds. These contracts would typically require City Council review and approval before the City could enter into the contract, as they exceed the \$7,500 threshold (Sec. 2.07.260). According to Sec. 2.07.010, the purpose of the purchasing regulations is *"to maximize the purchasing value of public funds in procurement of goods and services needed for City purposes, and to provide safeguards for maintaining a procurement system of quality and integrity."* Because the monies used to pay outside consultants are developer funds, deposited with the City, the City Attorney had ruled that they would not be considered public funds. Since these developer deposits are not considered public funds, the Municipal Code procedures and signature levels of approvals are not applicable.

To ensure clarity, the City reached out to its auditors to validate Staff's interpretation. The auditor has affirmed that the developer deposits are not public funds and the cash disbursements are not considered expenditures by the City (ATTACHMENT #2).

Additionally, because the City Council approves any warrants issued to the consultants prior to payment, and because Staff places these contracts on the City's next ensuring meeting agenda, it is believed that the system was proper and safe.

The argument against the City's process is the fact that the City is not providing *"safeguards for maintaining a procurement system of quality and integrity."* Whether or not public funds are at risk, the quality and integrity of the City's procurement system is at risk if the City receives developer money and side-steps the City's procurement regulations.

During the May meeting, the City Council discussed the item of the City Manager's signing authority on contracts, and decided to hold Special Meetings so that the Council can review and approve these special contracts. This has essentially eliminated the practice of the City Manager signing off on contracts and having them ratified.

Should the City Council desire a 2nd opinion on the quality and integrity of the previous process, it is recommended that the City Council seek an opinion that is neutral to both sides of the discussion.

FINANCIAL ANALYSIS

It is unknown at this time how much it would cost to seek a 2nd opinion.

STAFF RECOMMENDATION

It is recommended that the City Council review the report and direct Staff on how to proceed. Should a 2nd opinion be desired, it is recommended that the opinion be neutral to both sides of the discussion.

ATTACHMENT #1

CHAPTER 7. - PURCHASE AND DISPOSAL OF EQUIPMENT, SUPPLIES AND SERVICES^[6]

ARTICLE I. - IN GENERAL

Sec. 2.07.010. - Purpose.

The purpose of this chapter is to maximize the purchasing value of public funds in procurement of goods and services needed for City purposes, and to provide safeguards for maintaining a procurement system of quality and integrity.

(Prior Code, § 2700)

Sec. 2.07.020. - Application.

Except as otherwise provided in this chapter, this chapter applies to contracts for the procurement of equipment, supplies and services. When the procurement involves the expenditure of funds provided to the City from other governmental entities, the procurement shall be conducted in accordance with any law or shall prevent any public agency from complying with the terms and conditions of any grant, gift or bequest that is otherwise consistent with law.

(Prior Code, § 2701)

Sec. 2.07.030. - Definitions.

The following words, terms and phrases, when used in this chapter, shall have the meanings ascribed to them in this section, unless the context or subject matter otherwise requires:

Brand name or equal specification means a specification limited to one or more items by manufacturers' names or catalog numbers to describe the standard of quality, performance and other salient characteristics needed to meet City requirements, and which provides for the submission of equivalent products.

Brand name specification means a specification limited to one or more items identified by manufacturers' names or catalog numbers, or for goods and services which are substantially similar in specification.

Business means any corporation, partnership, individual, sole proprietorship, joint-stock company, joint venture or any other private legal entity.

Equipment means any machinery, tools, computer or printing devices or other products which are used over a long period of time and are not consumed in the course of their useful life.

Invitation for bids means all documents, whether attached or incorporated by reference, utilized for soliciting bids.

Person means any business, individual, union, committee, club, other organization or group of individuals.

Procurement means the buying, purchasing, renting, leasing or otherwise acquiring of any personal property or services. The term "procurement" also includes all functions that pertain to the obtaining of any supply or service, including description of requirements, selection, and solicitation of sources, preparation and awards of contract and contract administration.

Services means the furnishing of labor, time or effort, not involving the delivery of a specific end product other than advice reports or plans which are incidental to the required performance.

Specification means any description of the physical or functional characteristics or of the nature of an item of equipment, a supply, service or construction item. The term "specification" may include a description of any requirement for inspecting, testing or preparing a supply or service for delivery.

Supplies means any description of the physical or functional characteristics or of the nature of an item of equipment, a supply, service or construction item. The term "supplies" may include a description of any requirement for inspecting, testing or preparing a supply or service for delivery.

Surplus equipment or supplies means an item of equipment or supply which is worn out, obsolete or unsuitable for City use.

(Prior Code, § 2702)

Sec. 2.07.040. - Purchasing officer; office established; duties.

The City Manager is hereby designated as the Purchasing Officer with the following duties:

- (1) Procure or supervise the procurement of all equipment, supplies and services needed by the City;
- (2) Delegate authority to other City employees to purchase equipment, supplies or services, and to dispose of surplus supplies if such delegation is deemed necessary for the effective procurement or disposal of those items;
- (3) Sell, trade or otherwise dispose of surplus equipment or supplies belonging to the City;
- (4) Establish and maintain programs to develop specifications, contract administration and inspection and acceptance, in cooperation with the public agencies using the equipment, supplies and services;
- (5) Call for bids or give notice of the City's intention to purchase or dispose of property to any and all persons, or publish notices in any case, whether or not the same is required

- by the terms of this chapter; and is further empowered to invite bids by telephone, telegraph, fax or by mail when deemed in the best interests of the City;
- (6) Keep a record of all purchases made and the bids, if any, submitted thereon;
 - (7) Direct supervision over the City central stores and all other inventories of supplies belonging to the City;
 - (8) Establish and maintain procedures and specifications for the purchase of paper and paper products as defined in Public Contracts Code § 12161 which give preference, whenever feasible, to the purchase of recycled paper and paper products containing recycled paper;
 - (9) Provide a preference to the suppliers of recycled paper or paper products equal to five percent of the lowest bid or price quoted by suppliers offering unrecycled paper and paper products; and
 - (10) Sign and approve all purchase orders written by the City.

(Prior Code, § 2703)

Secs. 2.07.050—2.07.190. - Reserved.

ARTICLE II. - PURCHASES OF EQUIPMENT, SUPPLIES AND SERVICES BY THE CITY

Sec. 2.07.200. - Consideration of bids and basis of award.

Purchases shall be awarded on the basis of the bids which are most advantageous to the City. In most instances, the purchase will be awarded to the lowest responsible bidder. In determining whether a bid is most advantageous to the City, the Purchasing Officer or City Council may consider, in addition to price, the following factors:

- (1) The ability, capacity and skill of the bidder to perform the contract or provide the service required;
- (2) Whether the bidder can perform the contract or provide the service promptly, or within the time specified, without delay or interference;
- (3) The character, integrity, reputation, judgment, experience and efficiency of the bidder;
- (4) The quality of performance of previous contracts or services;
- (5) The previous compliance by the bidder with laws and ordinances;
- (6) The existing compliance by the bidder with laws and ordinances;
- (7) The quality, availability and adaptability of the supplies or contractual services to the particular use required;
- (8) The ability of the bidder to provide future maintenance and service for the use of the

subject of the contract; and

- (9) The number and scope of conditions attached to the bid.

(Prior Code, § 2704)

Sec. 2.07.210. - Award to lowest responsible bidder; exceptions; findings.

- (a) The purchase shall be awarded to the lowest responsible bidder in all instances where the lowest bidder also meets all of the criteria set forth in Section 2.07.200.
- (b) In cases where the Purchasing Officer makes the purchase and, in the opinion of the Purchasing Officer, the most advantageous bid is not the lowest bid, the Purchasing Officer shall prepare and place on file with the City a written statement of the Purchasing Officer's finding and the reasons therefor, and shall make specific reference to the criteria the lowest bidder has failed to satisfy. Such statements shall be open to public inspection at all times during regular office hours.

(Prior Code, § 2705)

Sec. 2.07.220. - Brand names or equal specifications.

Brand names or equal specifications may be used when the Purchasing Officer determines that:

- (1) No other design or performance specification or qualified products list is available;
- (2) Time does not permit the preparation of another form of purchase description, not including a brand name specification;
- (3) The nature of the product or the nature of the City's requirements makes use of a brand name or equal specification suitable for the procurement; or
- (4) Use of a brand name or equal specification is in the City's best interests.

(Prior Code, § 2706)

Sec. 2.07.230. - Purchase of \$500.00 or more must be in writing.

No award for supplies or services or the disposal of personal property where the total expenditure or value is \$500.00 or more shall be deemed an acceptance of any offer or bid unless and until the same is reduced to writing and signed by the Purchasing Officer and dispatched to the vendor or purchaser.

(Prior Code, § 2707)

Sec. 2.07.240. - Purchase of less than \$2,500.00 may be informal.

Where the amount, or value, is less than \$2,500.00, the purchase or disposal may be made by the Purchasing Officer without written bid and by informal price checking through telephone or mail inquiry, comparison or prices on file or otherwise. When informal bid procedure is used, at least three vendors or service providers shall be contacted, unless the Purchasing Officer determines that less than three vendors are reasonably available to provide goods or services to be purchased.

(Prior Code, § 2708)

Sec. 2.07.250. - Purchase of \$2,500.00 or more, but less than \$7,500.00, made by the Purchasing Officer through written bid solicitation.

Where the amount, or value involved, is at least \$2,500.00, but less than \$7,500.00, the purchase, or disposal, shall be made by the Purchasing Officer through written bid solicitation which may be disseminated by mail, telephone, fax, or any other means chosen by the Purchasing Officer.

(Prior Code, § 2709)

Sec. 2.07.260. - Purchase of \$7,500.00 or more made by the City Council through competitive bid.

Where the amount, or value involved, is over \$7,500.00, the purchase, or disposal, shall be made by the City Council through competitive bid, upon notice as hereafter required by this chapter. The City Council may elect to make any purchase in any amount and waive the requirements of notice and competitive bids (except as the laws of the State otherwise require) in the following cases:

- (1) By affirmative vote of three City Councilmembers upon a determination that notice and competitive bids would not be likely to result in a lower price to the City from a responsible bidder, or would cause unnecessary expense or delay under the circumstances;
- (2) By majority vote of City Councilmembers present at a City Council meeting determining that a purchase may be made through a governmental entity, as provided in this chapter, and that notice and competitive bids would not be likely to result in a lower price to the City from a responsible bidder, or would cause unnecessary expense or delay under the circumstances;
- (3) By majority vote of those present at a City Council meeting upon a determination that the immediate preservation of the public peace, health or safety requires said purchase be made without competitive bids upon notice;
- (4) By majority vote of those present at a City Council meeting upon a determination that there is only one source for the required supply or service based on a review of available sources by the Purchasing Officer and written recommendation therefor.

(Prior Code, § 2710)

Sec. 2.07.270. - Emergency authority of Purchasing Officer.

- (a) In an emergency requiring the immediate preservation of the public peace, health and safety, and precluding action by the City Council, the Purchasing Officer may purchase supplies or services, even though the amount thereof may exceed \$2,500.00, without competitive bids upon notice.
- (b) Within 15 days of the emergency purchase, at a meeting of the City Council, the Purchasing Officer shall submit to the City Council a written statement of the circumstances of such emergency, a description of the supplies or services purchased, and the prices thereof.

(Prior Code, § 2711)

Sec. 2.07.280. - Waiver of informalities: rejection of bids.

Where the Purchasing Officer, City Manager or City Council are required to make purchases upon competitive bids, the Purchasing Officer, City Manager or City Council may waive any informalities or minor irregularities, or may reject any and all bids if the Purchasing Officer, City Manager or City Council deems such rejection to be in the best interest of the City. Said rejection shall be at the sole discretion of the Purchasing Officer, City Manager or City Council, as the case may be and upon rejection of bids may:

- (1) Give subsequent notice for new competitive bids; or
- (2) Postpone said purchase or disposal to a future date or indefinitely.

(Prior Code, § 2712)

Sec. 2.07.290. - Purchase through a governmental entity.

Purchase may be made on behalf of the City through any governmental entity (including, but not limited to, the State or the County) pursuant to authority granted by any statute or ordinance or pursuant to contractual arrangement between the City and said governmental entity. The City is hereby authorized and empowered to enter into contracts with other governmental entities providing for purchase to be made on behalf of the City.

(Prior Code, § 2713)

Sec. 2.07.300. - Competitive bids—Notice.

- (a) Where notice of competitive bidding is required, notice shall be given by:
 - (1) Posting the notice in the same manner as all other notices of the City are posted.
 - (2) Publishing the notice in a newspaper of general circulation within the City on at least

one occasion at least ten days prior to the date set for the final receipt of bids. If the publication schedule of all newspapers of general circulation in the City are such that notice by publication cannot be given in time, or if there is no newspaper of general circulation in the City on the date of the notice, then the Purchasing Officer may select any newspaper of general circulation in the County for the publication.

- (b) The notice shall give such information as to the proposed purchase, or disposal, as the Purchasing Officer deems sufficient, but shall include the following:
- (1) A general description of the equipment, supplies or services to be purchased or personal property to be disposed;
 - (2) The date, time and place of bid opening;
 - (3) Whether bid deposit or bond and faithful performance bond will be required; and
 - (4) Any other terms and conditions required of the vendor or the items to be procured.

(Prior Code, § 2714)

Sec. 2.07.310. - Same—Submission.

Where competitive bids are required, they shall be submitted in writing in a sealed envelope to the Office of the City Clerk no later than the final time and date for receipt of bids as set forth in the notice of publication. Where competitive bids are required, the purchase, or disposal, shall be made on the basis of three or more of said bids, unless the City Clerk shall certify in writing that less than three prospective vendors, or purchasers, have submitted bids or that, to the best of the City Clerk's knowledge, there are less than three prospective vendors from whom the supplies or services are available and that bids were invited from said vendors. Any bid may be withdrawn by a written request signed by the bidder and received by the City Clerk prior to the final time and date for the receipt of bids.

- (1) *Opening.* Bids shall be opened in public at the time and place stated in the public notices.
- (2) *Tabulation.* A tabulation of all bids received shall be posted for public inspection.

(Prior Code, § 2715)

Sec. 2.07.320. - Bid deposits; faithful performance bonds.

When deemed necessary by the Purchasing Officer, City Manager or City Council, any bidder may be required to submit a bid deposit, faithful performance deposit, or a time and materials deposit. A bond may be substituted for any such purpose for which a deposit is required. The amount of the deposit or bond is determined by the Purchasing Officer, City Manager or City Council, who shall also be the sole judge of

whether or not the surety is sufficient. A successful bidder (and the bidder's surety, if a bond is furnished) shall be liable for any damages upon said bidder's failure to enter into a contract with the City, or upon said bidder's failure to perform the bid.

(Prior Code, § 2716)

Sec. 2.07.330. - Requests for proposals (RFPs).

- (a) The Purchasing Officer shall be empowered to utilize the request for sealed proposal method (RFP) for purchase of equipment, supplies or services upon the following conditions:
 - (1) With City Council approval, if the amount or value involved is more than \$7,500.00; or
 - (2) Without City Council approval, if the amount or value involved is less than \$7,500.00.
- (b) In either situation described in Subsection (a)(1) or (2) of this section, the Purchasing Officer shall determine that the use of competitive bidding is not practical or advantageous to the City because one or more of the following conditions exist:
 - (1) Price is not a primary consideration;
 - (2) Quality, availability or capability is overriding in relation to price in procurement or research, development, technical supplies or services;
 - (3) Delivery and installation, post service, sale service or maintenance, reliability, warranties or availability of replacements are overriding in relation to price, or need to be evaluated in relation to prices;
 - (4) Any of the considerations set forth in Section 2.07.200 are overriding in relation to price or need to be evaluated in relation to price;
 - (5) The need to evaluate the utilization of a fixed price or cost-type contract;
 - (6) The need to evaluate whether the marketplace will respond better to a solicitation permitting a range of alternative proposals or evaluation and discussions of them before entering the contract;
 - (7) The service sought is exempt from the requirement of competitive bidding.
- (c) Proposals shall be solicited through a request for proposals.

(Prior Code, § 2717)

Sec. 2.07.340. - Notice of request for proposals.

For any RFP in excess of \$7,500.00, notice shall be given as required by Section 2.07.300.

(Prior Code, § 2718)

Sec. 2.07.350. - Receipt of proposals.

No proposals shall be handled so as to permit disclosure of the identity of any offeror or the contents of any proposal to competing offerors during the process of negotiation. A register of proposals shall be prepared containing the name of each offeror and a description sufficient to identify the item offered. The register of proposals shall be open for public inspection only after contract award.

(Prior Code, § 2719)

Sec. 2.07.360. - Evaluation factors.

The request for proposals shall state the factors to be evaluated by the City in soliciting the successful proposals.

(Prior Code, § 2720)

Sec. 2.07.370. - Discussion with responsible offerors and revisions to proposals.

As provided in the request for proposals, discussions may be conducted with responsible offerors who submit proposals determined to be reasonable susceptible of being selected for award for the purpose of clarification to assure full understanding of, and conformance to, the solicitation requirements. Offerors shall be accorded equal treatment with respect to any opportunity for discussion and revision of proposals and such revisions may be permitted after submissions and prior to award for the purpose of obtaining the best and final offers. In conducting discussions, there shall be no disclosure of any information derived from the contents of proposals submitted by competing offerors.

(Prior Code, § 2721)

Sec. 2.07.380. - Award.

Award shall be made to the responsible offeror whose proposal is determined in writing to be the most advantageous to the City, taking into consideration price and the evaluation factors set forth in the request for proposals.

(Prior Code, § 2722)

Sec. 2.07.390. - Rejection.

Without limitation to the applicability of any other provisions of this chapter, the Purchasing Officer, City Manager, or City Council may reject any and all proposals if said rejection is deemed in the best interest of the City. Upon rejection, the Purchasing Officer, City Manager or City Council may request new sealed proposals or utilize any alternative method set forth in this chapter.

(Prior Code, § 2723)

Sec. 2.07.400. - Preparation of purchase orders.

Prior to making any purchase in excess of \$250.00, the Purchasing Officer shall prepare a purchase order. The Purchasing Officer shall forward the original purchase order to the vendor, retaining two copies for the Purchasing Officer's purchase order file.

(Prior Code, § 2724)

Sec. 2.07.410. - Sufficient funds must be available.

No purchase order shall be issued unless there is a sufficient unencumbered appropriated balance in excess of all unpaid obligations to defray the amount of such order.

(Prior Code, § 2725)

Sec. 2.07.420. - Accounts payable to check invoice.

Upon receipt of the vendor's invoice, the Purchasing Officer shall compare the same with the copy of the purchase order and the receiving report, and shall check the invoice for correctness of unit prices, discounts, transportation allowances, etc., and with reports of quality and quantity of goods received.

(Prior Code, § 2726)

Sec. 2.07.430. - Purchasing Officer's inspection.

The Purchasing Officer shall inspect, or cause to be inspected, all deliveries of supplies or services to determine their conformance to specifications. The Purchasing Officer shall have the authority to require chemical, physical, or other tests of samples submitted with bids and samples of deliveries which are necessary to determine quality and conformance to the specifications.

(Prior Code, § 2727)

Secs. 2.07.440—2.07.590. - Reserved.

ARTICLE III. - SALE AND DISPOSAL OF UNNEEDED EQUIPMENT AND PROPERTY OF THE CITY

Sec. 2.07.600. - Disposal of unneeded equipment valued at \$250.00 or less.

Except as otherwise provided by State law or City ordinance, the Purchasing Officer shall be empowered to dispose of personal property of the City which cannot be used by the City, at public or private sale, or by renting or destroying the same (all with or without notice, competitive bid or necessity of posting bid bonds,

at the Purchasing Officer's discretion, and upon such terms as the Purchasing Officer deems best), provided any single item of property involved does not exceed \$250.00 in current market value or salvage value.

(Prior Code, § 2728)

Sec. 2.07.610. - Deposit.

The Purchasing Officer may, in the Purchasing Officer's discretion, require that a deposit in the amount of the bid or any fraction thereof accompany each bid upon disposal of personal property.

(Prior Code, § 2729)

Sec. 2.07.620. - Disposal of unneeded equipment valued at more than \$250.00.

In the event any single item of property exceeds \$250.00 current market value, the City Council may empower the Purchasing Officer to dispose of it (in accordance with the same terms and conditions, and subject to the same discretion and limitations as if it were under \$250.00 in value). Alternatively, the City Council may elect to sell, rent or destroy the same in accordance with whatever provisions, and/or terms, and conditions the City Council may, in its discretion, elect.

(Prior Code, § 2730)

Sec. 2.07.630. - Filing of claims.

Claims for loss, damage breakage, shortage or otherwise, claims for refund, claims for adjustment and claims for insurance or other indemnity shall be made promptly by the Purchasing Officer.

(Prior Code, § 2731)

Sec. 2.07.640. - Exclusions from chapter.

The provisions of this chapter shall not apply:

- (1) To public projects (governed by the provisions of the California Public Contracts Code);
- (2) To franchises governed by the provisions of the California Utilities Code or other State statutes;
- (3) Where State or Federal law requires a different procedure;
- (4) To franchises, rights and privileges granted for refuse disposal under Title XI, Chapter 1, of this Code and the cable franchise under Title XIII, Chapter 5, of this Code;
- (5) To the purchase of insurance;
- (6) To the leasing, purchase or sale of land or any other interest therein;
- (7) To the hiring or contracting for personnel whether temporary, seasonal or permanent

employees;

- (8) To the hiring of independent contractors to provide professional services to the City which cost less than \$7,500.00 for the entire contract;
- (9) To construction contracts other than public projects; and
- (10) To the purchase of utilities, including, but not limited to, telephone service, gas, electricity or water.

(Prior Code, § 2732)

ATTACHMENT #2

Kevin Kearney

From: Kenneth Pun <Ken.Pun@pungroup.com>
Sent: Friday, April 13, 2018 9:01 AM
To: Kevin Kearney
Cc: Cary Reisman (cary@wkrklaw.com)
Subject: RE: Funds

Kevin,

As discussed with Lisa on Friday, those Developer Deposits that the City received are not Public Money. My understanding is that the City is acting as an agent on behalf of the developer and uses those deposits to pay for environmental studies, attorney's fee etc. Therefore, those cash disbursements are not even considered expenditures for the City.

For accounting purposes, the City can setup an Agency Fund to account for this. However, due to the minimal volume of the transactions, you may also account for these funds in the General Fund.

Should you have any questions, please do not hesitate to contact me. Thank you.

*Best regards,
Ken*



Kenneth H. Pun, CPA, CGMA

Managing Partner

The Pun Group LLP

200 E. Sandpointe Ave., Suite 600

Santa Ana, CA 92707

P:949.777.8801

F:949.777.8850

Ken.Pun@pungroup.com

Any accounting, business or tax advice contained in this communication, including attachments and enclosures, is not intended as a thorough, in-depth analysis of specific issues, nor a substitute for a formal opinion, nor is it sufficient to avoid tax-related penalties. If desired, The Pun Group, LLP would be pleased to perform the requisite research and provide you with a detailed written analysis. Such an engagement may be the subject of a separate engagement letter that would define the scope and limits of the desired consultation services.

PRIVILEGED AND CONFIDENTIAL

This communication and any accompanying documents are confidential and privileged. They are intended for the sole use of the addressee. If you receive this transmission in error, you are advised that any disclosure, copying, distribution, or the taking of any action in reliance upon this communication is strictly prohibited. Moreover, any such disclosure shall not compromise or waive the attorney-client, accountant-client, or other privileges as to this communication or otherwise. If you have received this communication in error, please contact me at the above email address. Thank you.

ATTACHMENT #3

Comments Read and Submitted for the Record
by Mayor Lathrop on April 17, 2018 During the Special Meeting

Since February 27, 2018, I have spent a considerable amount of time attempting to dissuade the City Attorney and City Manager of their completely unsupported and unlawful position that the funds to pay Michael Baker International (“MBI”) in this matter are not public funds and, therefore, §Sec. 2.07.260 of the Bradbury Municipal Code (BMC) does not apply.

Section 2.07.260 says nothing about “public funds.” It states that it applies when the amount or value involved is over \$7,500. It does not matter if the funds used come from some outside source. It’s the amount or value of the contract. When that threshold is met, the City Council must approve and enter into the contract. Specifically, the Code states, “[w]here the amount, or value involved, is over \$7,500.00, the purchase, or disposal, shall be made by the City Council through competitive bid, upon notice as hereafter required by this chapter.” (Emphasis added.)

The Code also defines “procurement” without reference to “public funds” and includes merely the acquisition of services, whether or not “purchased” by the City. Specifically, §2.07.030 provides that “Procurement means the . . . purchasing . . . or otherwise acquiring of any . . . services. The term “procurement” also includes all functions that pertain to the obtaining of any . . . service, including description of requirements, selection, and solicitation of sources, preparation and awards of contract and contract administration.”

Finally, the Code states that the purpose of the procurement chapter is to safeguard the procurement system to maintain its quality and integrity. The City Attorney completely ignores this second purpose of the Code and instead argues that all that matters is the first section which discusses public funds. In particular, §2.07.010 states that the purpose of the code section is “to maximize the purchasing value of public funds in procurement of goods and services needed for City purposes, and to provide safeguards for maintaining a procurement system of quality and integrity.”

The City Manager also relies on the auditor’s statement that the City is merely acting an agent for the developer in hiring MBI. That is not the case. The City is required by law to do an Environmental Impact Report (“EIR”) and provide city planning services, not the developer. These are services being acquired by the City. There is no agency contract contemplated and if there were, absent payment to the city to act as MBI’s agent, serving as the developer’s agent would be a gift of public funds. Moreover, the City would have a conflict of interest because THE CITY has the duty to complete the EIR and city planning. It can’t do that and also serve as the developer’s agent.

For the same reason, the planned expenditures by the City are “expenditures for the City.” The statement by the auditor that they are not is simply wrong.

More generally, what is happening here is the City is taking a deposit in lieu of charging fees. This approach does not change the “color of money” to private funds. These are public funds.

In light of the foregoing, any contract with Michael Baker of \$7,500 or more that is entered into by the City Manager will be invalid and of no force and effect and any payments made under those contracts will be unauthorized, subject to repayment, and an improper gift of public funds.

I have emailed the City Manager to let him know of the requirements of Penal Code §424. This section provides that the City Manager or any City Council member who obligates money without authority of law, such as executing contracts in violation of the BMC is guilty of a felony. In particular, Penal Code §424 provides in part:

(a) Each officer of any city . . . charged with the receipt, safekeeping, transfer, or disbursement of public moneys, who either:

1. Without authority of law, appropriates the same, or any portion thereof, . . . to the use of another

Is punishable by imprisonment in the state prison for two, three, or four years, and is disqualified from holding any office in this state.

This Penal Code section was recently interpreted by the California Supreme Court in People v. Hubbard where it upheld the conviction of a school superintendent for misappropriating public funds for directing district payroll staff to pay an employee a \$20,000 stipend without school board approval. My understanding is that the anticipated Michael Baker contracts are for considerably more than that.

In light of the above, I urge the Council to comply with the City's procurement code and hold a special meeting to approve all contracts where the value or amount of the contract exceeds \$7,500, regardless of how the money is obtained. I also urge the Council in doing so to reaffirm the city's commitment to conduct all its procurements in a lawful manner, even if it requires extra work and more time to complete projects.

Mayor Bruce Lathrop
City of Bradbury
April 17, 2018