

AGENDA

**Regular Meeting of the Bradbury City Council
To be held on Tuesday, April 16, 2019
at the Bradbury Civic Center
600 Winston Avenue, Bradbury, CA 91008**

OPEN SESSION 7:00 PM

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

CALL TO ORDER/PLEDGE OF ALLEGIANCE

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

APPROVAL OF THE AGENDA Majority vote of the City Council to proceed with City business.

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

PUBLIC COMMENT

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

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

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

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

ACTION ITEMS*

1. CONSENT CALENDAR

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

- A. Minutes – Regular Meeting of March 19, 2019
- B. Resolution No. 19-08: Demands and Warrants for April 2019
- C. Monthly Investment Report for the month of March 2019

- D. Adoption of a Mills Act Form Template
- E. Appointment of Planning Commissioners for Districts 1, 3 and 5
- F. Adoption of a Master Encroachment Agreement Template Related to the Installation of Network Facilities within the Public Right-of-Way
- G. Sewer Project Budget Carryovers
- H. Resolution No. 19-09: Amending the 2018-2019 Budget to Incorporate a List of Projects Funded by SB1: The Road Repair and Accountability Act

2. Award of Bid: 2018-19 Citywide Slurry Seal Project

It is recommended that the City Council approve the costs of the Citywide Slurry Seal Project for an overall projected cost of either \$323,940 or \$329,940, dependent on how the City Council desires to proceed with Lemon Avenue. Of the total amount, it is recommended that the City Council award a contract to Pavement Coating Company in the amount of \$275,400. The overall cost of the program can be covered with the City's restricted funds.

3. Matters from the City Manager

4. Matters from the City Attorney

5. Matters from the City Council

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

Mayor Barakat

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

Mayor Pro-Tem Hale

Councilmember Lewis

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

Councilmember Bruny

Duarte Community Education Council (CEC)

Councilmember Lathrop

*League of California Cities
Duarte Education Foundation*

6. Items for Future Agendas

ADJOURNMENT

The City Council will adjourn to a Regular Meeting at the Bradbury Civic Center, 600 Winston Ave., Bradbury, CA 91008 on Tuesday, May 15, 2019 at 7:00 p.m.

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

"I, Claudia Saldana, City Clerk, hereby certify that I caused this agenda to be posted at the Bradbury City Hall entrance gate on Friday, April 12, 2019, 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, MARCH 19, 2019**

MEETING CALLED TO ORDER:

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

ROLL CALL:

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

ABSENT: None

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

APPROVAL OF AGENDA:

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

PUBLIC COMMENT:

OneLegacy Assessor Rachel Bennett Steury addressed the City Council asking for a Proclamation to declare April 2019 Donate Life Month.

OneLegacy is part of a nationwide network of non-profit, federally designated organizations dedicated to "bridging lives" through the life-saving and life-enhancing benefits of organ and tissue donation.

The City Council directed staff to prepare the Proclamation.

CONSENT CALENDAR:

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

- A. Minutes – Regular Meeting of February 19, 2019
- B. Minutes – Special Meeting of March 4, 2019
- C. Resolution No. 19-05: Demands & Warrants for March 2019
- D. Monthly Investment Report for the month of February 2019
- E. Resolution No. 19-06: Electing to be Exempt from the Congestion Management Program
- F. Appointment of Priscilla Hervey to the vacant Public Safety Committee Alternate Seat for District 2, term ending June 2019

**MOTION TO APPROVE
CONSENT CALENDAR:**

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

APPROVED:

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

NOES: None

ABSENT: None

Motion passed 5:0

**PUBLIC HEARING - REQUEST FOR
DESIGN MODIFICATIONS AT
406 MOUNT OLIVE DRIVE:**

City Planner Kasama stated that City Council Resolution No. 19-07 has been drafted to conditionally approve modifications of the plans approved by City Council Resolution No. 17-21 for Architectural Review No. AR 17-006 and Neighborhood Compatibility Review No. NC 17-005 for a new two story 6,232 square foot Spanish-style single-family residence, and the remodeling of the existing one-story 1,704 square foot residence to a Spanish-style accessory living quarter at 406 Mount Olive Drive.

A one-year extension of the approval was granted by the City Council with the adoption of Resolution No 18-33 at the November 20, 2018 regular meeting. The extension was requested to provide time for the homeowners and the architect to reevaluate the layout of the project. The homeowners (Dr. and Mrs. De Los Santos) have decided to request modifications of the approved design to raise the level of the garages so that the stairs are not necessary to access the house from the garages. In order to do this, an oak tree needs to be removed. This oak tree was to be preserved based on the April 14, 2015 arborist report but a January 21, 2019 report found that the tree has deteriorated and should be removed. Additionally, the homeowners are requesting to retain the existing semi-circular driveway with the two driveway approaches.

RECOMMENDATION:

It is recommended that the City Council adopt Resolution No. 19-07 to conditionally approve the requested design modifications.

PUBLIC HEARING OPENED:

Mayor Barakat opened the public hearing and asked those wishing to speak in favor or opposition to come forward and be heard.

PUBLIC TESTIMONY:

Mr. David Meyer, LDM Associates, stated that he is representing the homeowner, Victor De Los Santos, who unfortunately could not be here tonight. Mr. Meyer stated that for removing one sick oak tree the homeowners are planning to plant 55 new trees on the property. Mr. Meyer also stated that the existing circular driveway that the homeowner would like to retain was constructed in 1957. Mr. Meyer also reported that dirt may need to be imported to raise the level of the garages.

Mayor Barakat asked how many truckloads of dirt are required. Mr. Meyer did not have an answer at this time.

PUBLIC HEARING CLOSED:

There being no further public testimony, Mayor Barakat declared the public hearing closed.

DISCUSSION:

Councilmember Lewis stated that he found it distressing that the oak tree, which was to be preserved, is "suddenly" unhealthy and needs to be removed. City Planner Kasama replied that the City's landscape consultant Anna Armstrong confirmed that the tree is sick.

Mayor Pro-Tem Hale stated that he was opposed to the circular driveway. The City has a history of circular driveways being used for guest houses that become rentals and cars being parked in the driveway. Councilmember Lathrop felt that a circular driveway would be safer with traffic on Mount Olive Drive.

MOTION:

Following discussion, Mayor Pro-Tem Hale moved to adopt Resolution No. 19-07 approving the request for design modifications at 406 Mount Olive Drive North, as modified (allowing the removal of the dying oak tree, not allowing to retain the circular driveway, and for the applicant to work with staff regarding the import of soil. Councilmember Lewis seconded the motion, which was carried by the following roll call vote:

APPROVED:

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

NOES: None

ABSENT: None

Motion passed 5:0

ANNUAL APPRECIATION EVENT:

Management Analyst Santos Leon stated that at the October 2018 meeting, staff asked for direction regarding the Annual Appreciation Event. Council suggested that staff look into different alternatives for the event. Staff has reached out to three local venues to inquire about pricing and menu options based on an estimated number of 35 attendees. The options below reflect pricing based on 35 attendees, 70 drink tickets (2 tickets per person), appetizers, and a rough estimate to account for taxes and a mandatory gratuity.

Option 1: Bella Sera (\$1,091.00) requires a minimum purchase of \$1,000 for a half buyout that includes the reservation of three (3) tables in the outdoor patio area. The restaurant's patio area is covered and has outdoor heaters and fire pits.

Option 2: 38 Degrees (\$1,191.80) does not have a private party area. Should the event be held at this facility, a section will be reserved for the event but the indoor venue would be shared with other patrons.

Option 3: Sena on Myrtle (\$1,197.05) requires a minimum purchase of \$800 to reserve the outdoor lower patio area. The time limit of the reservation is for 2.5 hours with the possibility of extending the time frame at an additional cost.

FINANCIAL REVIEW:	An amount of \$1,200 was budgeted for the Annual Appreciation Event. All three options fall within the budgeted amount.
RECOMMENDATION:	It is recommended that the City Council review the proposed options and provide staff with direction on how to move forward, including picking a location, date and time.
DISCUSSION:	The City Council discussed the pros and cons of each venue. City Manager Kearney stated that last year's event was held at Bella Sera. Mayor Barakat was concerned about not being able to move around to mingle with guests.
DIRECTION TO STAFF:	Following discussion, the City Council chose 38 Degrees as the venue for this year's Annual Appreciation Event to be held on Wednesday, May 15 th at 6:00 p.m. Staff was directed to send out email invitations (evites) to attendees.
MATTERS FROM THE CITY MANAGER:	<p>City Manager Kearney referred to Management Analyst Santos Leon for the City Manager's Report.</p> <p>Ms. Santos Leon stated that on April 24th LARA will be hosting the SGV Awards 2019 to recognize business, organizations, and individuals from each city showing dedication to help the environment, such as Environmental Leadership, Pollution Prevention, Education and Outreach, Resource Preservation and Innovation. Cities are to select 3 to 5 awardees from their community. If Council has a nominee in mind, please let staff know.</p> <p>Management Analyst Santos Leon stated that the First Aid/CPR/AED Training has been scheduled for Wednesday, May 1, and Thursday, May 2, 2019. So far only two City Councilmembers have signed up (Mayor Barakat and Councilmember Lathrop). Councilmember Lewis stated that he would not be able to participate on those dates.</p>
MATTERS FROM THE CITY ATTORNEY:	Nothing to report.
MATTERS FROM THE CITY COUNCIL:	
MAYOR BARAKAT:	Mayor Barakat reported that there still is no contract with the employees of the Sanitation Districts. The dispute has been going on for three year now.
MAYOR PRO-TEM HALE:	Nothing to report
COUNCILMEMBER LEWIS:	Nothing to report
COUNCILMEMBER BRUNY:	Councilmember Bruny reported that she attended the Duarte Community Education (CEC) Meeting last week. The School District is experiencing budget shortages and might consider a third bond among other options.
COUNCILMEMBER LATHROP:	Nothing to report
ITEMS FOR FUTURE AGENDAS:	None

CLOSED SESSION

**PUBLIC EMPLOYEE
PERFORMANCE EVALUATION:**

At 7:46 p.m. the City Council convened to a Closed Session to discuss Public Employee Performance Evaluation pursuant to Government Code Section 54957(b)(4)
Title: City Attorney

RECONVENE INTO OPEN SESSION:

The City Council reconvened into Open Session to announce any action taken. City Manager Kearney reported that the City Council discussed the matter. No formal action was taken.

ADJOURNMENT:

At 8:04 p.m. Mayor Barakat adjourned the meeting to Tuesday, April 16, 2019 at 7:00 p.m.

MAYOR – CITY OF BRADBURY

ATTEST:

CITY CLERK – CITY OF BRADBURY

RESOLUTION NO. 19-08

**A RESOLUTION OF THE CITY COUNCIL OF THE
CITY OF BRADBURY, CALIFORNIA,
APPROVING DEMANDS AND WARRANTS NO. 15427 THROUGH NO. 15439
(PRE-RELEASED CHECKS)
AND DEMANDS AND WARRANTS NO. 15440 THROUGH NO. 15465
(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 \$2,229.44 (pre-released Checks) and \$55,591.55 at April 16, 2019 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>
15427	B and H Signs (6/30/18)	Civic Center Sign completely redrawn and digitized, cleaned up and re-colored. Acct. #101-21-7020	\$380.40
15428	William T. Fujioka (3/5/19)	Reimbursement for Drain Clean Out Location: Lemon Trail Acct. #101-21-7045	\$475.00
15429	Time Warner Cable (4/2/19)	Spectrum Business Internet Acct. #101-16-6230	\$124.98
15430	California American Water (4/9/19)	<u>Water Service for:</u> 600 Winston (City Hall) \$11.26 Acct. #101-16-6400 1775 Woodlyn (Royal Oaks Trail) \$82.06 301 Mt Olive Drive Irrigation \$81.49 2410 Mt Olive Lane Irrigation \$26.30 2256 Gardi Street <u>\$11.26</u> Acct. #200-48-6400	\$212.37
15431	Molly Maid (3/27/19)	City Hall Cleaning Service for March 20, 2019 Acct. #101-16-6460	\$105.00
15432	Delta Dental (4/1/19)	<u>Dental Insurance:</u> City Manager (family) \$131.43 Acct. #101-12-5100 City Clerk \$42.88 Acct. #101-13-5100 Management Analyst <u>\$42.88</u> Acct. #101-16-5100	\$217.19

15433	Vision Service Plan (4/1/19)	<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 <u>\$23.66</u>	\$108.39
15434	The Standard (4/1/19)	<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	\$9.25 \$9.25 <u>\$9.25</u>	\$27.75
15435	Southern California Edison (4/15/19)	City Hall utilities Acct. #101-16-6400		\$157.19
15436	Southern California Edison (4/15/19)	Street Lights for Mt. Olive/Gardi Acct. #200-48-6400		\$27.76
15437	The Gas Company (4/16/19)	City Hall Utilities Acct. #101-16-6400		\$32.10
15438	Staples Credit Plan (5/15/19)	Office Supplies Acct. #101-16-6200 Copier (toner) Acct. #101-16-6250	\$35.88 <u>\$207.93</u>	\$243.81
15439	Frontier Communications (4/15/19)	Telephone Service (fire alarm line) Acct. #101-23-7420		\$117.50

Total Pre-Released Checks **\$2,229.44**

REGULAR CHECKS:

15440	Burrtec Waste Services (3/31/19)	Street Sweeping for March 2019 Acct. #200-48-7290		\$313.14
15441	Wallin, Kress, Reisman & Kranitz (4/10/19)	<u>City Attorney:</u> Retainer for March 2019 Acct. #101-15-7020 Code Enforcement (243 Barranca) Acct. #101-23-7450 Chadwick Ranch Acct. #103-00-2039 Oak View Estates Acct. #103-00-2038	\$2,450.00 \$756.00 \$504.00 <u>\$126.00</u>	\$3,836.00

<u>Check</u>	<u>Name and (Due Date)</u>	<u>Description</u>	<u>Amount</u>
15442	Data Ticket (3/26/19)	Processing of Parking Citations (Feb) Acct. #101-23-6210	\$0.83
15443	City of Duarte (3/22/19)	Installation of ALPR Camera System Acct. #101-23-6210	\$4,612.50
15444	Kevin Kearney (April 2019)	Mileage Reimbursement Acct. #101-12-6050	\$348.29
15445	Kevin Kearney (April 2019)	Monthly Cell Phone Allowance Acct. #101-12-6440	\$75.00
15446	League of California Cities (1/31/19)	Membership Dues for Calendar Year 2019 Acct. #101-30-6030	\$796.00
15447	Michael Baker International (3/12/19)	Oak View Estates Acct. #103-00-2038	\$20.00
15448	Molly Maid (4/10/19)	City Hall Cleaning Service for April 3, 2019 Acct. #101-16-6460	\$105.00
15449	City of Monrovia (2/22/19)	Bradbury Transportation Services for February 2019 Acct. #203-40-7625 (Prop C)	\$704.07
15450	Municode (3/26/19)	Electronic Update Pages (80) Acct. #101-13-6225	\$1,460.00
15451	Petty Cash (April 2019)	Arcadia Post Office (bulk mail) Acct. #101-24-6470	\$69.99
		Duarte Post Office (code enforcement) Acct. #101-24-6470	\$16.65
		Vons (Public Safety Committee mtg.) Acct. #101-24-6020	<u>\$17.99</u>
			\$104.63
15452	Pasadena Humane Society (2/28/19)	Animal Control Services for March 2019 Acct. #101-25-7000	\$233.77
15453	Post Alarm Systems (4/4/19)	City Hall Monitoring for May 2019 Fire & Intrusion Systems Acct. #101-23-7420	\$104.21

<u>Check</u>	<u>Name and (Due Date)</u>	<u>Description</u>	<u>Amount</u>	
15454	Priority Landscape Services (2/20/19)	Installation of 8 yards of Gravel on Lemon Trail Acct. #101-21-7045	\$2,200.00	
15455	Priority Landscape Services (3/1/19)	<u>March 2019 Landscape Services:</u> Bradbury Civic Center Acct. #101-21-7020 Royal Oaks Drive North Acct. #101-21-7015 Lemon Trail Acct. #101-21-7045 Mt. Olive Drive Entryway and Trail Acct. #101-21-7035	\$175.00 \$345.00 \$115.00 <u>\$465.00</u>	 \$1,100.00
15456	Priority Landscape Services (4/1/19)	<u>April 2019 Landscape Services:</u> Bradbury Civic Center Acct. #101-21-7020 Royal Oaks Drive North Acct. #101-21-7015 Lemon Trail Acct. #101-21-7045 Mt. Olive Drive Entryway and Trail Acct. #101-21-7035	\$175.00 \$345.00 \$115.00 <u>\$465.00</u>	 \$1,100.00
15457	RKA Consulting Group (3/19/19) (3/21/19) (4/1/19)	Development Projects Acct. #101-19-7230 NPDES Coordination Acct. #102-42-7630 City Engineering Services Acct. #101-19-7230 119 Furlong Slope Abatement Acct. #101-19-7230 Mt Olive Lane Sewer Project Acct. #206-50-7601 Slurry Seal Project FY 18-19 Acct. #200-48-7755	\$3,328.50 \$1,127.50 \$2,278.50 \$630.00 \$925.00 <u>\$3,645.39</u>	 \$11,934.89
15458	LA County Public Works (3/11/19)	Red Curb Painting at Mt Olive/Gardi Acct. #200-48-7000	\$734.68	
15459	VOID	VOID	\$0.00	
15460	Southern California Edison (4/2/19)	Street Lights Acct. #200-48-6410	\$761.48	

15461	TeamLogic IT of Pasadena (4/1/19)	Computer Services & Supplies Acct. #101-16-6230		\$590.00
15462	U.S. Bank (3/31/19)	Custody Charges for March 2019 Safekeeping Fee for 4 CDs Acct. #101-14-7010		\$43.00
15463	U.S. Bank Corporate Payment Systems (3/22/19)	<u>Kevin Kearney Visa Card:</u> Municipal Management Assoc. Acct. #101-12-6020 SGVCOG General Assembly Acct. #101-12-6020 Test ATM Machine Acct. #101-12-6025 Butter Café and Bakery Acct. #101-12-6025	\$110.00 \$81.20 \$1.00 <u>\$27.21</u> \$219.41	
		<u>Claudia Saldana Visa Card:</u> MyFax (Feb 2019) Acct. #101-16-6230 USPS (Gen. Government) Acct. #101-16-6120 USPS (Planning) Acct. #101-20-6120 USPS (Code Enforcement) Acct. #101-23-7450	\$20.00 \$63.15 \$55.00 <u>\$18.15</u> \$156.30	
		<u>Scarlett Santos Leon Visa Card:</u> Brook Fire Protection Acct. #101-23-7420 Merengue Bakery & Cafe (PSC mtg.) Acct. #101-24-6020 MMASC Membership Acct. #101-30-6030 Broadvoice (phone service) Acct. #101-16-6470	\$46.00 \$19.43 \$85.00 <u>\$172.57</u> \$323.00	\$698.71
15464	VCA Code Group (3/11/19)	<u>Professional Services from February 3 to March 2, 2019:</u> Planning Services (Retainer) Acct. #101-20-7210 Building & Safety Services Acct. #101-20-7220	\$3,900.00 <u>\$19,427.71</u>	\$23,327.71
15465	Scarlett Santos Leon (3/22/19)	<u>Reimbursement:</u> The Renaissance Reno (ICMA Conf.) Acct. #101-2166040		\$387.64

Total Regular Checks \$55,591.55

PAYROLL for April 2019:

ACH	Kevin Kearney (April 2019)	Salary: City Manager Acct. #101-12-5010	\$8,866.25	
		Withholdings Acct. #101-00-2011	<u>(1,804.87)</u>	\$7,061.38
ACH	Claudia Saldana (April 2019)	Salary: City Clerk Acct. #101-13-5010	\$4,984.08	
		Withholdings Acct. #101-00-2011	<u>(1,234.59)</u>	\$3,749.49
ACH	Scarlett Santos Leon (April 2019)	Salary: Management Analyst Acct. #101-16-5010	\$3,919.83	
		Withholdings Acct. #101-00-2011	(838.64)	
		PERS Employee Share Acct. #101-16-5010	<u>(244.99)</u>	\$2,836.20
ACH	Lisa Bailey (April 2019)	Finance Director (March 2019) 7.75 x \$80.76/hour Acct. #101-14-5010	\$625.86	
		Withholdings Acct. #101-00-2011	<u>(56.92)</u>	\$568.94
			Total Payroll	\$14,216.01

ELECTRONIC FUND TRANSFER (EFT) PAYMENTS for April 2019:

EFT	Aetna (April 2019)	<u>Health Insurance for April 2019:</u> City Manager Acct. #101-12-5100	\$1,571.55	
		City Clerk Acct. #101-13-5100	\$896.07	
		Management Analyst Acct. #101-16-5100	<u>\$411.47</u>	\$2,879.09
EFT	EDD (April 2019)	State Tax Withholdings SDI Acct. #101-00-2011	\$619.24 <u>\$183.96</u>	\$803.20
EFT	Dept. of Treasury Internal Revenue Service (April 2019)	Federal Tax Withholdings Social Security Medicare (Employee's portion of Social Security and Medicare is matched by the City) Acct. #101-00-2011	\$1,724.53 \$2,281.10 <u>\$533.48</u>	\$4,539.11

EFT	California PERS (April 2019)	City Manager Acct. #101-12-5100	\$1,288.15	
		City Clerk Acct. #101-13-5100	\$720.03	
		Management Analyst Acct. #101-16-5100	<u>\$513.18</u>	\$2,521.36
EFT	California PERS (April 2019)	UAL Payment (Unfunded Accrued Liability) Acct. #101-16-6240		\$172.32
EFT	California PERS (April 2019)	Replacement Benefit Contribution Acct. #101-16-6241		149.85

MAYOR – CITY OF BRADBURY

ATTEST:

CITY CLERK – CITY OF BRADBURY

"I, Claudia Saldana, City Clerk, hereby certify that the foregoing Resolution, being Resolution No. 19-08, was duly adopted by the City Council of the City of Bradbury, California, at a regular meeting held on the 16th day of April, 2019 by the following roll call vote:"

AYES:

NOES:

ABSENT:

CITY CLERK – CITY OF BRADBURY

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

SHIP TO:
SCARLETT SANTOS LEON
CITY OF BRADBURY
600 WINSTON ST
BRADBURY CA 91008

Amount Due:	Trans Date:	DUE DATE:	Invoice #:
\$243.81	03/13/19	04/15/19	2259173101
PO:		Store: 100088887, WESTBORO, MA	

PRODUCT	SKU #	QUANTITY	UNIT PRICE	TOTAL PRICE
HP 651A BLACK TONER CARTR	990208	1.0000 EA	\$189.89	\$189.89
DURACELL COPPERTOP ALKALI	318972	1.0000 EA	\$10.29	\$10.29
AMPAD ENVIROTEC 100 RECYC	884368	1.0000 EA	\$18.29	\$18.29
STAPLES LARGE METAL BINDE	831610	1.0000 EA	\$4.19	\$4.19

Purchased by: SCARLETT SANTOS LEON
Order #: 9797643623

SUBTOTAL	\$222.66
TAX	\$21.15
TOTAL	\$243.81

see Check # 15438

724105





P.O. BOX 6343
FARGO ND 58125-6343



ACCOUNT NUMBER 4246 0445 5575 6224
STATEMENT DATE 03-22-2019
AMOUNT DUE \$2,232.86
NEW BALANCE \$2,232.86
PAYMENT DUE ON RECEIPT



000000704 01 SP 0.560 106481956821899 P
CITY OF BRADBURY
ATTN CLAUDIA SALDANA
600 WINSTON AVE.
BRADBURY CA 91008-1123

AMOUNT ENCLOSED
\$ 698.71
Please make check payable to "U.S. Bank"

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

Check # 15463

4246044555756224 000223286 000223286

lease tear payment coupon at perforation.

CORPORATE ACCOUNT SUMMARY									
CITY OF BRADBURY 4246 0445 5575 6224	Previous Balance	Purchases And Other + Charges	Cash Advances +	Cash Advance Fees +	Late Payment Charges	- Credits	- Payments	New Balance	
Company Total	\$2,209.25	\$698.71	\$0.00	\$0.00	\$0.00	\$0.00	\$675.10	\$2,232.86	

CORPORATE ACCOUNT ACTIVITY									
CITY OF BRADBURY 4246-0445-5575-6224					TOTAL CORPORATE ACTIVITY \$675.10 CR				
Post Date	Tran Date	Reference Number	Transaction Description				Amount		
02-28	02-25	7479826905900000000754	PAYMENT - THANK YOU 00000 C				675.10 PY		

NEW ACTIVITY									
CLAUDIA A SALDANA 4246-0400-8040-6665		CREDITS \$0.00	PURCHASES \$156.30	CASH ADV \$0.00	TOTAL ACTIVITY \$156.30				
Post Date	Tran Date	Reference Number	Transaction Description				Amount		
02-25	02-23	24692169054100052712634	MYFAX *PROTUS IP SOLN 866-563-9212 CA				20.00		
02-27	02-26	24445009058000681130915	USPS PO 0522740820 DUARTE CA				9.30		
03-06	03-05	24445009065000695331807	USPS PO 0522740820 DUARTE CA				8.15		
03-07	03-06	24445009066000686588141	USPS PO 0522740820 DUARTE CA				110.00		
03-11	03-08	24445009068000763010017	USPS PO 0522740820 DUARTE CA				4.20		

CUSTOMER SERVICE CALL		ACCOUNT NUMBER		ACCOUNT SUMMARY	
800-344-5696		4246-0445-5575-6224		PREVIOUS BALANCE	2,209.25
				PURCHASES & OTHER CHARGES	698.71
		STATEMENT DATE	DISPUTED AMOUNT	CASH ADVANCES	.00
		03/22/19	.00	CASH ADVANCE FEES	.00
				LATE PAYMENT CHARGES	.00
				CREDITS	.00
				PAYMENTS	675.10
SEND BILLING INQUIRIES TO: U.S. Bank National Association C/O U.S. Bancorp Purchasing Card Program P.O. Box 6335 Fargo, ND 58125-6335		AMOUNT DUE		ACCOUNT BALANCE	2,232.86
		2,232.86			

APR 01 2019



Company Name: CITY OF BRADBURY
Corporate Account Number: 4246 0445 5575 6224
Statement Date: 03-22-2019

see Check # 15463

NEW ACTIVITY

Post Date	Tran Date	Reference Number	Transaction Description	Amount
03-13	03-12	24445009072000705534664	USPS PO 0522740820 DUARTE CA	4.65
KEVIN KEARNEY				
4246-0446-0277-2711		CREDITS	PURCHASES	CASH ADV
		\$0.00	\$219.41	\$0.00
		TOTAL ACTIVITY		\$219.41
Post Date	Tran Date	Reference Number	Transaction Description	Amount
02-28	02-27	24207859058173700280999	MUNICIPAL MANAGEMENT ASSO 877-3147080 CA	110.00
03-05	03-05	24492159064717132177537	EB GENERAL ASSEMBLY 2 801-413-7200 CA	81.20
03-13	03-04	24493989071200216200012	CITY OF BRADBURY BRADBURY CA	1.00
03-14	03-13	24428069072200152953129	BUTTER CAFE AND BAKERY SAN DIMAS CA	27.21
SCARLETT L SANTOS LEON				
4246-0446-2235-1074		CREDITS	PURCHASES	CASH ADV
		\$0.00	\$323.00	\$0.00
		TOTAL ACTIVITY		\$323.00
Post Date	Tran Date	Reference Number	Transaction Description	Amount
02-25	02-22	24493989053200406900043	GNA - BROOK FIRE PROTECT GLENDORA CA	46.00
03-08	03-08	24493989067400716000716	MERENGUE BAKERY AND CAFE MONROVIA CA	19.43
03-14	03-13	24207859072173300309596	MUNICIPAL MANAGEMENT ASSO 877-3147080 CA	85.00
03-18	03-15	24453519074017049049378	BROADVOICE 888-325-5875 CA	172.57

Department: 00000 Total: \$698.71
Division: 00000 Total: \$698.71

City of Bradbury **Monthly Investment Report for the month of March 2019**

CASH ON DEPOSIT BY ACCOUNT

Bank Accounts:

Wells Fargo Bank - General Checking

Amount	Maturity	Interest Rate
\$ 541,407.17	n/a	0%

Investments:

Local Agency Investment Fund (LAIF)

\$ 3,327,710.84	n/a	2.44%
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Ally Bank CD

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

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

\$ 246,000.00	6/7/2021	3.00%
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Discover Bank

\$ 246,000.00	9/7/2021	3.00%
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Total

\$ 4,856,118.01

CASH & INVESTMENTS ON DEPOSIT BY FUND

Funds

General Fund (101)

\$2,888,720.27

Utility Users Tax Fund (102)

\$750,151.21

Deposits Fund (103)

\$26,589.97

Long Term Planning Fee Fund (112)

\$23,755.13

Technology Fee Fund (113)

\$40,268.69

Gas Tax Fund (200)

\$111,394.47

SB 1 Gas Tax Fund (201)

\$16,516.10

Prop A Fund (203)

\$14,715.27

Prop C Fund (204)

\$69,507.31

TDA Fund (205)

(\$9,138.02)

Sewer Fund (206)

\$580,236.30

STPL Fund (208)

\$33,086.39

Recycling Grant Fund (209)

\$6,155.32

Measure R Fund (210)

\$83,022.54

Measure M Fund (212)

\$11,740.28

COPS Fund (215)

\$189,813.28

Grant Fund-Other (217)

\$8,947.14

Fire Safe Grant Fund (219)

\$10,636.36

Total

\$ 4,856,118.01

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

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

Submitted By:



Kevin Kearney
City Manager

Reviewed By:

Laurie Stiver
City Treasurer

Revenues

Acct. Number	Account Description	2016-17 Actual	2017-18 Actual	Amended 2018-19 Budget	2018-19 YTD @ 03/30/19	
General Fund:						
101-00-4010	Property Tax-Current Secured	397,293	438,658	432,600	272,710	63%
101-00-4030	Property Tax-Current Unsecur	16,148	3,941	4,000	18,096	452%
101-00-4060	Public Safety Augmentation F	9,922	10,323	9,700	8,306	86%
101-00-4070	Delinquent Taxes	6,408	6,624	5,900	5,380	91%
101-00-4100	Sales & Use Tax	7,465	4,114	4,500	1,200	27%
101-00-4110	Franchise Fee-Cable TV	17,736	18,708	17,500	17,182	98%
101-00-4120	Franchise Fee-SC Edison	17,658	17,722	17,800	-	0%
101-00-4130	Franchise Fee-SC Refuse	34,025	33,402	34,000	18,511	54%
101-00-4140	Franchise Fee-SC Gas Co.	2,426	2,574	2,600	-	0%
101-00-4150	Franchise Fee-Cal Am Water	27,483	31,388	32,000	37,557	117%
101-00-4160	AB939 Refuse Admin. Fee	17,514	17,952	17,500		0%
101-00-4190	Real Property Transfer Tax	32,492	31,081	30,000	11,847	39%
101-00-4200	Motor Vehicle In-Lieu	123,481	130,646	132,000	69,027	52%
101-00-4210	Dist & Bail Forfeiture	4,996	2,867	4,000	1,013	25%
101-00-4220	Fines-City	-	21,906	2,000	2,174	109%
101-00-4350	Business License	41,296	44,063	40,000	30,269	76%
101-00-4360	Movie & TV Permits	7,000	3,030	3,000		0%
101-00-4370	Bedroom License Fee	30,900	10,301	9,000	5,150	57%
101-00-4410	Variances & CUPs	-	1,635	1,400	1,635	117%
101-00-4420	Lot Line Adjustment/Zone Changes	1,902	3,805	2,000		0%
101-00-4440	Subdivisions/Lot Splits	3,312	4,844	3,000	4,844	161%
101-00-4460	Planning Dept. Review	100,020	50,073	45,000	16,322	36%
101-00-4470	Building Construction Permit	309,178	179,175	175,000	130,357	74%
101-00-4480	Building Plan Check Fees	270,669	260,790	200,000	125,624	63%
101-00-4485	Landscape Plan Check Permit	28,204	10,627	8,000	5,113	64%
101-00-4490	Green Code Compliance	40,268	26,871	24,000	18,058	75%
101-00-4500	Civic Center Rental Fee	-	1,050	-		#DIV/0!
101-00-4530	Environmental & Other Fees	4,450	8,612	7,500	371	5%
101-00-4540	City Engineering Plan Check	173,070	140,793	95,000	98,952	104%
101-00-4600	Interest Income	17,136	20,081	20,000	57,583	288%
101-00-4700	Sales of Maps & Publications	446	317	300	344	115%
101-00-4800	Other Revenue	9	-	200	153	77%
101-00-4850	Cal-Am Loan Repayment	4,820	4,820	4,820		0%
101-00-4900	Reimbursements	4,323	65	-	20,755	#DIV/0!
101-00-4920	Sale of Prop. A Funds	-	56,000	-		#DIV/0!
101-23-4950	Vacant Property Registry Fee		50		50	#DIV/0!
101-24-4610	Donations				500	#DIV/0!
Total General Fund Revenues		1,752,050	1,598,908	1,384,320	979,084	71%

Revenues

Acct. Number	Account Description	2016-17 Actual	2017-18 Actual	Amended 2018-19 Budget	2018-19 YTD @ 03/30/19	
Utility Users Tax Fund:						
102-00-4600	Interest	2,902	7,099	4,000	-	
102-00-4810	Water	40,212	47,920	-		
102-00-4820	Trash	22,815	22,991	-		
102-00-4830	Electric	94,765	108,595	-	18	
102-00-4840	Natural Gas	15,426	14,930	-		
102-00-4850	UUT - Cable	19,850	21,642	-		
102-00-4855	Telecom-Minors	14,505	12,990	-		
102-00-4856	Telecom-AT&T	449	434	-		
102-00-4857	Telecom-Verizon	5,650	5,235	-		
102-00-4858	Telecom-Sprint Nextel	4,288	991	-		
102-00-4900	Reimbursements	-	364	-		
		220,862	243,191	4,000	18	0%
Civic Center Fund:						
111-00-4000	Transfer In from General Fund	4,544				
111-00-4500	Civic Center Rental Fee	900				
		5,444	-	-		
Long Term Planning Fee Fund:						
112-00-4490	Long-Term Planning Fee	11,637	10,647	9,000	5,587	62%
112-00-4600	LTP Fee Interest Income	29	143	40		0%
		11,666	10,790	9,040	5,587	62%
Technology Fee Fund:						
113-00-4520	Technology Fee	24,453	14,646	14,000	11,143	80%
113-00-4600	Technology Fee Interest Income	217	498	750		0%
		24,670	15,144	14,750	11,143	76%
Gas Tax Fund:						
200-00-4000	Transfers In	-				#DIV/0!
200-00-4200	TCRA Funds		1,258		1,206	#DIV/0!
200-48-4260	Gas Tax	26,788	34,031	27,500	17,509	64%
200-00-4600	Gas Tax Interest	552	1,045	300		0%
		27,340	36,334	27,800	18,715	67%
SB1 Gas Tax Fund:						
201-00-4000	Transfers In				6,623	
201-48-4260	Gas Tax				9,893	
201-00-4600	Gas Tax Interest					
				-	16,516	
Prop. A Fund:						
203-40-4260	Prop. A Transit Funds	19,835	20,948	21,050	17,026	81%
203-40-4600	Prop. A Transit Interest	293	95	50		0%
		20,128	21,043	21,100	17,026	81%
Prop. C Fund:						
204-48-4260	Prop. C Funds	16,295	17,532	17,550	14,122	80%
204-48-4600	Prop. C Interest	252	524	100		0%
		16,547	18,056	17,650	14,122	80%

Revenues

Acct. Number	Account Description	2016-17 Actual	2017-18 Actual	Amended 2018-19 Budget	2018-19 YTD @ 03/30/19	
Transporation Development Act Fund:						
205-48-4260	TDA Funds	-	7,362	30,000	20,973	70%
205-48-4600	TDA Interest	-	(2)	-		#DIV/0!
		-	7,360	30,000	20,973	70%
Sewer Fund:						
206-00-4000	Transfers In	481,229	1,100,000			#DIV/0!
206-50-4600	Sewer Fund Interest	-	9,700			#DIV/0!
206-50-4605	Lemon Ave. Assessment Phase I (Monrovia)	-				#DIV/0!
206-50-4606	Winston Ave. Assessment	-				#DIV/0!
206-50-4730	Mount Olive Drive Assessment	25,000	43,140			#DIV/0!
		506,229	1,152,840	-	-	#DIV/0!
STPL Fund:						
208-00-4260	STPL Funds	18,828	-			#DIV/0!
208-00-4600	STPL Interest	166	316			#DIV/0!
		18,994	316	-	-	#DIV/0!
Recycling Grant Fund:						
209-00-4260	Recycling Grant Funds	5,000	(803)	5,000	4,198	84%
209-00-4600	Recycling Grant Interest	62	90			#DIV/0!
		5,062	(713)	5,000	4,198	84%
Measure R Fund:						
210-48-4260	Measure R Funds	12,342	13,014	12,000	10,599	88%
210-48-4600	Measure R Interest	311	692	350		0%
		12,653	13,706	12,350	10,599	86%
Measure M Fund						
212-48-4260	Measure M Funds		11,795	11,500	11,943	104%
212-48-4600	Measure M Interest		69	50		0%
		-	11,864	11,550	11,943	103%
Citizen's Option fo Public Safety (COPS) Fund:						
215-23-4260	COPs Funds	116,750	145,020	100,000	106,716	107%
215-23-4600	COPs Interest	539	1,383	300		0%
		117,289	146,403	100,300	106,716	106%
County Park Grant:						
217-00-4210	County Park Grant	48				#DIV/0!
217-00-4600	Grant Fund Interest Income	-	85			#DIV/0!
		48	85	-	-	#DIV/0!
Fire Safe Grant 14-USFS-SFA-0053:						
219-00-4260	Fire Safe Grant 14-USFS-SFA-0053	-				#DIV/0!
219-00-4270	HOA Contribution	-				#DIV/0!
219-00-4600	Fire Safe Grant Interest Income	57	101			#DIV/0!
		57	101	-	-	#DIV/0!
Total Revenues						
		2,739,039	3,275,429	1,637,860	1,216,640	74%

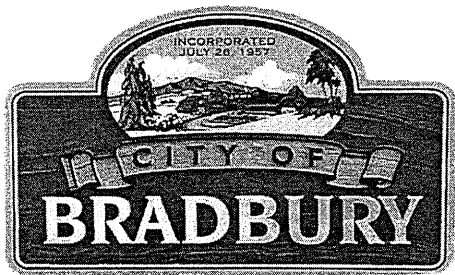
		Expenditures			
Account Description		2016-17 Actual	2017-18 Actual	Amended 2018-19 Budget	2018-19 YTD @ 03/30/19
General Fund:					
101-00-5000	Transfers Out	485,773	1,100,000		
City Council Division:					
101-11-6500	Community Support (homelessness)	3,000	3,000	3,000	3,000 100%
101-11-6100	Events and awards	57	7,662	4,700	5,829 124%
101-11-6110	City Newsletter	215	225	-	- #DIV/0!
		3,272	10,887	7,700	8,829 115%
City Manager Division:					
101-12-5010	Salaries	93,641	102,500	106,395	79,796 75%
101-12-5100	Benefits	26,424	41,806	42,300	32,880 78%
101-12-6020	Meetings & Conferences	854	2,027	2,500	3,046 122%
101-12-6025	Expense Account	237	1,130	1,500	200 13%
101-12-6050	Mileage	488	1,023	1,200	437 36%
101-12-6210	Special Department Supplies	23,097	-	-	- #DIV/0!
101-12-6440	Cell Phone	350	900	900	675 75%
		145,091	149,386	154,795	117,035 76%
City Clerk Division:					
101-13-5010	Salaries	56,104	60,741	59,809	44,857 75%
101-13-5100	Benefits	22,469	24,294	24,100	18,487 77%
101-13-6020	Meetings & Conferences	-	-	100	- 0%
101-13-6040	Transportation & Lodging	-	-	100	- 0%
101-13-6050	Mileage	156	142	150	31 21%
101-13-6210	Special Department Supplies	290	-	250	122 49%
101-13-6220	Election Supplies	-	473	500	- 0%
101-13-6225	Codification	8,317	2,317	1,500	4,949 330%
101-13-7000	Contract Election Services	-	-	12,000	- 0%
		87,336	87,967	98,509	68,445 69%
Finance Division:					
101-14-5010	Salaries	13,746	14,230	15,043	10,921 73%
101-14-5100	Benefits	1,198	1,299	1,250	832 67%
101-14-6210	Special Department Supplies	351	94	350	575 164%
101-14-6230	Contracted Computer Services	711	1,459	2,000	357 18%
101-14-7010	Contracted Banking Services	4,034	4,726	4,600	2,272 49%
101-14-7020	Contracted Audit Services	10,000	18,523	14,700	1,546 11%
101-14-7040	GASB Reports	1,300	350	350	700 200%
		31,340	40,681	38,293	17,203 45%
City Attorney Division:					
101-15-7020	City Attorney Retainer	36,385	29,400	29,400	19,600 67%
101-15-7070	City Attorney Special Serv	5,333	2,702	6,000	1,331 22%
101-15-7080	Seminars & Training	1,008	1,211	1,000	- 0%
		42,726	33,313	36,400	20,931 58%
General Government Division:					
101-16-5010	Salaries	40,785	37,219	47,038	31,386 67%
101-16-5100	Benefits	12,277	9,524	12,700	11,734 92%
101-16-6010	Seminars & Training	-	375	500	- 0%
101-16-6020	Meetings & Conferences	-	195	150	- 0%
101-16-6040	Transportation & Lodging	-	-	500	- 0%
101-16-6050	Mileage	195	215	500	188 38%
101-16-6120	Postage	227	267	500	152 30%
101-16-6200	Office Supplies	1,652	1,324	2,500	1,480 59%

Expenditures

Account Description		2016-17 Actual	2017-18 Actual	Amended 2018-19 Budget	2018-19 YTD @ 03/30/19	
101-16-6210	Special Departmental Supplies	-	1,622	1,622	397	24%
101-16-6230	Computer & Website Services	9,149	7,232	18,000	8,054	45%
101-16-6240	PERS UAL Payment	-	2,259	2,068	1,551	75%
101-16-6241	PERS Replacement Benefit Contribution				2,385	
101-16-6250	Copier & Duplications	1,767	2,216	2,216	6,192	279%
101-16-6300	Insurance	36,431	54,738	47,201	55,553	118%
101-16-6400	Utilities	4,051	2,953	5,000	2,433	49%
101-16-6440	Telephone	7,118	6,714	7,000	3,820	55%
101-16-6450	Building Operations	1,047	1,132	1,000	435	44%
101-16-6460	Building & Cleaning Service	2,565	2,795	2,500	1,880	75%
101-16-6470	Maintenance & Supplies	152	-	500	293	59%
101-16-7600	Operating Contingency	241	-	-		#DIV/0!
		117,657	130,780	151,495	127,934	84%
Engineering Division:						
101-19-7230	Contracted Engineering Services	149,888	138,463	125,000	59,451	48%
101-19-7238	Annexation	1,630	59,350	-		#DIV/0!
101-19-7310	Woodlyn Lane/Mt. Olive Drainage	128,365		-		#DIV/0!
		279,883	197,813	125,000	59,451	48%
Planning, Zoning & Development Division:						
101-20-6120	Postage	(77)	332	300	672	224%
101-20-6210	Special Department Supplies	-	210	500	430	86%
101-20-6240	Environmental Filing Fees	-	-	500	-	0%
101-20-7210	City Planner Retainer	46,800	46,800	46,800	27,343	58%
101-20-7220	Contracted Building & Safety	291,247	232,115	290,000	118,833	41%
101-20-7240	City Planner Special Service	8,957	15,592	10,000	13,901	139%
101-20-7245	General Plan update	-	406	406	4,828	1189%
		346,927	295,455	348,506	166,007	48%
Parks & Landscape Maintenance Division:						
101-21-7015	Royal Oaks Trail Maintenance	8,210	7,305	10,000	7,470	75%
101-21-7020	City Hall Grounds Maintenance	2,920	2,670	19,830	6,950	35%
101-21-7025	Trail Maintenance	23,960	1,777	7,000	5,358	77%
101-21-7035	Mt.Olive Entrance & Trail	4,998	7,349	5,500	4,078	74%
101-21-7045	Lemon/RO Horse Trail	910	1,380	27,500	19,063	69%
101-21-7060	Street Tree Trimming	11,300	11,098	10,000	10,857	109%
		52,298	31,579	79,830	53,776	67%
Public Safety Division:						
101-23-6210	Special Departmental Services	67		20,000	15,699	
101-23-7410	Contract Services Sheriff	95,970	117,875	113,315	74,977	66%
101-23-7420	City Hall Security	2,643	2,582	2,600	2,517	97%
101-23-7450	Code Enforcement	2,771	4,499	5,600	3,495	62%
101-23-7757	AED Purchase			3,278	1,578	
		101,451	124,956	144,793	98,266	68%
Emergency Preparedness Division:						
101-24-6010	Seminars & Training	-	-			
101-24-6020	Meetings & Conferences	-	55	50	62	124%
101-24-6030	Memberships & Dues	-	360	360	360	100%
101-24-6470	Maintenance & Supplies	2,404	869	2,500	478	19%
101-55-7030	Hazardous Mitigation Plan	10,000	16	15,000	5,063	34%
101-24-7245	CA Wildfire Protection Plan					
101-24-6480	Civic Center Generator	342		-		#DIV/0!
		12,746	1,300	17,910	5,963	33%

		Expenditures			
Account Description		2016-17 Actual	2017-18 Actual	Amended 2018-19 Budget	2018-19 YTD @ 03/30/19
Animal & Pest Control Division:					
101-25-7000	Animal Control Services	2,411	2,745	4,777	2,248 47%
101-25-7010	Pest Control Services	-	175	300	- 0%
		2,411	2,920	5,077	2,248 44%
Intergovernmental Relations Division:					
101-30-6030	Memberships & Dues	8,452	8,610	8,700	2,791 32%
General Fund Totals		1,717,363	2,215,647	1,217,008	748,878 62%
Utility Users Tax Fund:					
102-42-7630	NPDES Stormwater Compliance	78,602	36,081	100,000	30,465 30%
Long Term Planning Fee Fund:			1,350		#DIV/0!
Technology Fee Fund:					
113-20-4500	Technology expense		8,631	16,677	17,383 104%
113-20-7730	Website	468	-	8,000	- 0%
101-20-7040	Non-Capitalized Equipment - Sonic Firewal	-	-		#DIV/0!
113-20-8120	Capital Equipment-Server & Copier	-	7,470		1,188 #DIV/0!
113-20-4500	Technology expense (e-Plan)	-			#DIV/0!
		468	16,101	24,677	18,571 75%
Gas Tax Fund:					
200-48-5000	Transfers Out				6,623
200-48-6400	Utilities-Select System	7,518	11,272	12,000	6,439 54%
200-48-6410	Street Lights	7,752	9,293	9,000	5,028 56%
200-48-6555	Street Tree Maintenance	-		-	#DIV/0!
200-48-7000	PW Contract Services	1,741	1,474	2,000	1,284 64%
200-48-7290	Street Sweeping	3,765	4,071	4,000	2,505 63%
200-48-7745	Royal Oaks North Curb Extension			45,658	- 0%
200-48-7750	Woodlyn Lane Pavement Rehab.	3,114	-	-	#DIV/0!
200-48-7755	City Wide Slurry Seal			44,000	1,060 2%
		23,890	26,110	116,658	22,939 20%
Prop. A Fund:					
203-00-7600	Sale of Prop. A Funds		80,000		#DIV/0!
203-40-7625	Transit Services			9,000	5,633 63%
		-	80,000	9,000	5,633 63%
Prop. C Fund:					
	Staffing	-			
204-20-6030	Memberships & Dues	514	642		833 #DIV/0!
204-40-7325	Transit Services	8,449	8,449	-	- #DIV/0!
204-48-7755	City Wide Slurry Seal	-		70,000	- 0%
		8,963	9,091	70,000	833 1%
Transportation Development Act Fund:					
205-48-7720	Lemon/RO Horse Trail Project	-	7,142	30,000	30,000 100%
205-00-7760	Return of Funds		220		#DIV/0!
		-	7,362	30,000	30,000 100%
Sewer Fund:					
206-50-7600	Mt. Olive Drive Sewer Project	323,075	-		9,760 #DIV/0!
206-50-7601	Mt. Olive Lane Sewer Project	31,530	13,695	-	1,827 #DIV/0!
206-50-7605	Lemon Ave. Project Phase I (Monrovia)	7,810	103,816	-	#DIV/0!
206-50-7606	Winston Ave Project	44,696	25,813	-	492,582 #DIV/0!

		Expenditures			
Account Description		2016-17 Actual	2017-18 Actual	Amended 2018-19 Budget	2018-19 YTD @ 03/30/19
STPL Fund:		407,111	143,324	-	504,169 #DIV/0!
208-48-7745	Royal Oaks North Curb Extension			32,774	0%
Recycling Grant Fund:					
209-35-7300	Recycling Education	1,500	4,500		5,000 #DIV/0!
Measure R Fund:					
210-48-7755	City Wide Slurry Seal			35,936	0%
210-00-7760	Return of Funds				3,990
		-	-	35,936	3,990 11%
Measure M Fund					
212-48-6555	Citywide Slurry Seal		-		#DIV/0!
212-48-xxxx	Bridge Repair			18,900	12,066 64%
		-	-	18,900	12,066 64%
Citizen's Option fo Public Safety (COPS) Fund:					
215-23-7410	Contract Services Sheriff	116,750	145,020	95,500	73,198 77%
Total Expenditures		2,354,647	2,684,586	1,750,453	1,455,742 83%



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

City of Bradbury Agenda Memo

TO: Honorable Mayor and Members of the City Council

FROM: Kevin Kearney, City Manager

DATE: April 16, 2019

SUBJECT: **ADOPTION OF A MILLS ACT FORM TEMPLATE**

ATTACHMENTS: 1. Mills Act Contract Template – City of Bradbury
2. Completed Mills Act Contract – City of Monrovia
3. Bradbury Municipal Code – Chapter 55: Historic Preservation

SUMMARY

The Bradbury Municipal Code, Chapter 55: Historic Preservation references a Mills Act contract. The City currently does not have a contract in place if a resident desires to identify their house under the Mills Act.

It is recommended that the City Council approve the Mills Act Contract Template (Attachment #1) as the official City template to use if a resident desires to list their property as a historic property.

DISCUSSION

The Bradbury Municipal Code Section 9.55.030 authorizes the City Council to use a Mills Act contract for a resident to list their residence as a historic property. Currently, the City of Bradbury does not have an approved contract template for facilitation of the Mills Act.

The City's historic preservation and Mills Act program has four (4) historically significant residential structures that were identified in the City's 2012-2030 General Plan. The program would offer property tax relief as an incentive to preserve, rehabilitate and maintain historic resources in the community. The City's programs also encourage additional property owners to pursue listing as a qualified historic property and association Mills Act incentives for preservations.

FOR CITY COUNCIL AGENDA _____

AGENDA ITEM # _____

The City continues to offer these historical preservation programs but has not had any residents sign up for it. Nonetheless, the City should have a contract template ready in case a resident does decide to take advantage of the offers.

The proposed Mills Act Contract Template (Attachment #1) is mirrored after the City of Monrovia's Mills Act Contract. As an example of a completed contract, Staff has attached an example from Monrovia in this report (Attachment #2).

FINANCIAL ANALYSIS

There is no significant financial impact associated with adopted a Mills Act Contract template.

STAFF RECOMMENDATION

It is recommended that the City Council approve the Mills Act Contract Template (Attachment #1) as the official City template to use if a resident desires to list their property as a historic property.

ATTACHMENT #1

Recording Request By
[Name of Property Owner]

WHEN RECORDED MAIL TO

NAME City of Bradbury
 City Clerk

MAILING 600 Winston Avenue
ADDRESS

CITY, STATE Bradbury, CA 91008
ZIP CODE

Space Above This Line Reserved For Recorder's Use / Exempt From Filing Fee Pursuant To Gov't Code § 27383

MILLS ACT CONTRACT

Notice of Historic Designation
and
Designation Statement for

MILLS ACT CONTRACT

Address

ATTACHMENTS

Exhibit A: Pursuant to Page 2, Recitals (ii), a legal description of the referenced property is attached hereto as Exhibit A

Exhibit B: Pursuant to California Public Resources Code Section 5029 and Bradbury Municipal Code Chapter 9.55, hereto is attached Exhibit B, a resolution passed and adopted by the Bradbury City Council on _____ establishing the referenced property as a Bradbury Historic Landmark on behalf of the current owner(s):

_____(first name) _____(last name) & _____(first name) _____(last name)

Exhibit C: Pursuant to Page 3, (6) Preservation of Property, Standards and Conditions are attached hereto as Exhibit C, with the Secretary of the Interior's Standards for Historic Preservation as Attachment A

**CITY OF BRADBURY
MILLS ACT AGREEMENT
HISTORICAL PROPERTY PRESERVATION CONTRACT**

THIS AGREEMENT is made and entered into this _____ by and between the CITY OF BRADBURY, a municipal corporation (hereinafter referred to as "City"), and _____ (hereinafter referred to as "Owners").

RECITALS

(i) California Government Code Section 50280, et seq. authorizes cities to enter into contracts with the owners of qualified historical property to provide for the use, maintenance and restoration of such historical property so as to retain its characteristics as property of historical significance;

(ii) Owner possesses fee title in and to that certain real property, together with associated structures and improvements thereon, located at the street address _____, Bradbury, California, (hereinafter referred to as the "Historic Property"). A legal description of the Historic Property is attached hereto, marked as Exhibit A and is incorporated herein by this reference;

(iii) On _____, the City Council of the City of Bradbury adopted its Resolution No. _____ (attached and incorporated by reference as Exhibit "B") thereby declaring and designating the Historic Property as a landmark pursuant to the terms and provisions of Title IX, Part IV, Chapter 55 of the Bradbury Municipal Code.

(iv) City and Owner, for their mutual benefit, now desire to enter into this Agreement both to protect and preserve the characteristics of historical significance of the Historic Property, and to qualify the Historic Property for an assessment of valuation pursuant to the provisions of Chapter 3 of Part 2 of Division 1 of the California Revenue and Taxation Code.

NOW, THEREFORE, City and Owner, in consideration of the mutual covenants and conditions contained herein, do hereby agree as follows:

1. **EFFECTIVE DATE AND TERM.** This Agreement shall be effective and commence on _____ and shall remain in effect for a term of ten (10) years thereafter.

2. **AUTOMATIC RENEWAL.** Each year, upon the anniversary of the effective date of this Agreement (hereinafter referred to as annual renewal date), one (1) year shall be added automatically to the term of this Agreement, unless timely notice of non-renewal is given as provided in paragraph 3 of this Agreement.

3. **NOTICE OF NONRENEWAL.** If City or Owner desires in any year not to renew this Agreement, that party shall serve written notice of non-renewal in advance of the annual renewal date of this Agreement as follows: Owner must serve written notice of non-renewal at least ninety (90) days prior to the annual renewal date; City must serve written notice of the non-renewal at least sixty (60) days prior to the annual renewal date. Upon receipt by Owner of a notice of non-renewal from the City, Owner may make a written protest. At any time prior to the annual renewal date, City may withdraw its notice of non-renewal.

4. EFFECT OF NOTICE OF NONRENEWAL. If either City or Owner serves timely notice to the other of non-renewal in any year, the Agreement shall remain in effect for the balance of the term then remaining, either from its original execution or from the last renewal of the Agreement, whichever may apply.

5. VALUATION OF PROPERTY. During the term of this Agreement, Owner is entitled to seek assessment of valuation of the Historic Property pursuant to the provisions of Chapter 3 of Part 2 of Division 1 of the California Revenue and Taxation Code.

6. PRESERVATION OF PROPERTY. Owner shall preserve and maintain the characteristics of historical significance of the Historic Property. Attached hereto marked as Exhibit C, and incorporated herein by this reference, is a list of those minimum standards and conditions for maintenance, use and preservation of the Historic Property, which shall apply to such property throughout the term of this Agreement. In addition, Owner shall comply with the terms of the City's Historic Preservation Ordinance (Bradbury Municipal Code, Title IX, Part IV, Chapter 55), requiring owner to maintain the Historic Property in a good state of repair and shall obtain any applicable permits to restore the Historic Property to maintain its historic and cultural significance.

7. RESTORATION OF PROPERTY. Owner shall, where necessary, restore and rehabilitate the Historic Property to conform to the rules and regulations of the Office of Historic Preservation of the State Department of Parks and Recreation, the United State Secretary of the Interior's Standards for Rehabilitation, and the State Historical Building Code, and the City of Bradbury.

8. INSPECTIONS. Owner shall allow for an inspection of the interior and exterior of the Historic Property by the City, prior to a new agreement, and every five years thereafter, to determine Owner's compliance with the terms and provisions of this Agreement.

9. PROVISION OF INFORMATION. Owner shall furnish the City with any and all information requested by City which City deems necessary or advisable to determine compliance with the terms and provisions of this Agreement.

10. CANCELLATION. City, following a duly noticed public hearing as set forth in California Government Code Section 50280, et seq., may cancel this Agreement if City determines Owner has breached any of the conditions or covenants of the Agreement or has allowed the Historic Property to deteriorate to the point that it no longer meets the standards for a qualified historical property. City may also cancel this Agreement if it determines Owner has failed to restore or rehabilitate the Historic Property in the manner specified in paragraph 7 of this Agreement. City's right to cancel this Agreement pursuant to this paragraph shall in no way limit or restrict its rights or legal remedies arising from City's Historic Preservation Ordinance and Municipal Code.

11. CANCELLATION FEE. In the event of cancellation, Owner shall be subject to payment of those cancellation fees set forth in California Government Code Sections 50280, et seq., described herein. Upon cancellation, Owner shall pay a cancellation fee equal to twelve and one-half percent (12 ½%) of the current fair market value of the property as determined by the County Assessor as though the Historic Property were free of the contractual restriction pursuant to this Agreement. The Owner shall pay the cancellation fee to the county auditor in the time and manner prescribed by the County Auditor. As an

alternative to cancellation of the contract for breach of any conditions, the City, or landowner that is a party to the contract may bring any action in court necessary to enforce a contract, including, but not limited to, an action to enforce the contract by specific performance or injunction.

12. **ENFORCEMENT OF AGREEMENT.** In lieu of and/or in addition to any provisions to cancel this Agreement as referenced herein, City may specifically enforce, or enjoin the breach of, the terms of this Agreement.

13. **WAIVER.** City does not waive any claim or default by Owner if City does not enforce or cancel this Agreement. All other remedies at law or in equity which are not otherwise provided for in this Agreement or in City's regulations governing historic properties are available to City to pursue in the event there is a breach of this Agreement. No waiver by City of any breach or default under this Agreement shall be deemed to be a waiver of any other subsequent breach thereof or default hereunder.

14. **BINDING EFFECT OF AGREEMENT.** Owner hereby subjects the Historic Property to the covenants, reservations and restrictions set forth in this Agreement. City and Owner hereby declare their specific intent that the covenants, reservations, and restrictions as set forth herein shall be deemed covenants running with the land and shall pass to and be binding upon Owner's successors and assigns in title or interest to the Historic Property.

Each and every contract, deed or other instrument hereinafter executed, governing or conveying the Historic Property, or any portion thereof, shall conclusively be held to have been executed, delivered and accepted subject to the covenants, reservations and restrictions expressed in this Agreement regardless of whether such covenants, reservations and restrictions are set forth in such contract, deed or other instrument.

City and Owner hereby declare their understanding and intent that the burden of the covenants, reservations and restrictions set forth herein touch and concern the land in that it restricts development of the Historic Property. City and Owner hereby further declare their understanding and intent that the benefit of such covenants, reservations and restrictions touch and concern the land by enhancing and maintaining the cultural and historic characteristics and significance of the Historic Property for the benefit of the public and Owner.

15. **NOTICE.** Any notice required to be given by the terms of this Agreement shall be provided at the address of the respective parties as specified below, by personal delivery or United States mail, postage prepaid, addressed as follows:

City: City of Bradbury
Planning Department
600 Winston Avenue
Bradbury, CA 91008

Owner:
Bradbury, CA 91008

16. **EFFECT OF AGREEMENT.** None of the terms, provisions or conditions of this Agreement shall be deemed to create a partnership between the parties hereto and any of

their heirs, successors or assigns, nor shall such terms, provisions or conditions cause them to be considered joint ventures or members of any joint enterprise.

17. INDEMNITY OF CITY. Owner agrees to protect, defend, indemnify, and shall hold City and its elected officials, officers, agents, and employees harmless from liability for claims, loss, proceedings, damages, causes of action, liability, costs or expense, including reasonable attorney's fees in connection with damage for personal injuries, including death, and claims for property damage which may arise from the direct or indirect use or operations of such Owner or those of his contractor, subcontractor, agent, employee or other person acting on his behalf which relate to the use, operation and maintenance of the Historic Property. Owner hereby agrees to and shall defend the City and its elected officials, officers, agents, and employees with respect to any and all actions for damages caused by, or alleged to have been caused by, reason of Owner's activities in connection with the Historic Property. This hold harmless provision applies to all damages and claims for damages suffered, or alleged to have been suffered, by reason of the operations referred to in this Agreement regardless of whether or not the City prepared, supplied or approved the plans, specifications or other documents for the Historic Property.

18. BINDING UPON SUCCESSORS. All of the agreements, rights, covenants, reservations, and restrictions contained in this Agreement shall be binding upon and shall inure to benefit of the parties herein, their heirs, successors, legal representatives, assigns and all persons acquiring any part or portion of the Historic Property, whether by operation of law or in any manner whatsoever.

19. LEGAL COSTS. In the event legal proceedings are brought by any party or parties to enforce or restrain a violation of any of the covenants, reservations or restrictions contained herein, or to determine the rights and duties of any party hereunder, the prevailing party in such proceeding may recover all reasonable attorney's fees to be fixed by the court, in addition to court costs and other relief ordered by the court.

20. SEVERABILITY. In the event that any of the provisions of this Agreement are held to be unenforceable or invalid by any court of competent jurisdiction, or by subsequent preemptive legislation, the validity and enforceability of the remaining provisions, or portions thereof, shall not be affected thereby.

21. GOVERNING LAW. This Agreement shall be construed and governed in accordance with the laws of the State of California.

22. EMINENT DOMAIN PROCEDURES. Upon the filing of an action in eminent domain by a public agency for the condemnation of the fee title of any land described herein or of less than fee interest which will present the portion of land condemned or other land or a portion of it which is the subject of this Agreement from being used for any authorized use, or upon the acquisition in lieu of eminent domain by a public agency for a public improvement, the portions of this Agreement by which Owner agrees to preserve and to restrict the use of property described herein shall be null and void upon such filing as to the portion of the land condemned or acquired and to the additional land the use of which for an authorized purpose will be prevented as a result of condemnation or acquisition.

If, subsequent to the filing of an action in eminent domain, the proposed condemnation is abandoned by the condemning agency as to all or a portion of the land subject to this

Agreement, the restrictions on the use of the property included in this Agreement shall, without further agreement of the parties, be re-instituted and the terms of this Agreement shall be in full force and effect.

23. RECORDATION. No later than sixty (60) days after the parties execute this Agreement, the owner or agent of owners shall record this Agreement in the Office of the County Recorder of the County of Los Angeles.

24. AMENDMENTS. This Agreement may be amended, in whole or in part, only by written recorded instrument executed by the parties hereto.

IN WITNESS WHEREOF, City and Owner have executed this Agreement on the day and year first written above.

CITY OF BRADBURY

BY:

Kevin Kearney, City Manager
City of Bradbury

ATTEST:

APPROVED AS TO FORM:

Claudia Saldana, City Clerk
City of Bradbury

Cary Reisman, City Attorney
City of Bradbury

OWNERS

BY:

Dated _____

, Owner

Dated _____

, Owner

Note: City and Owner(s) signatures must be notarized by a Notary Public.

EXHIBIT A

Legal Description

EXHIBIT B

Resolution No. [Click here to enter text.](#)

EXHIBIT C

Preservation of Property, Standards and Conditions

ATTACHMENT #2

Recording Request By
City of Monrovia
Planning Division

WHEN RECORDED MAIL TO

NAME City of Monrovia
 City Clerk

MAILING 415 South Ivy Avenue
ADDRESS

CITY, STATE Monrovia, CA 91016
ZIP CODE

Space Above This Line Reserved For Recorder's Use / Exempt From Filing Fee Pursuant To Gov't Code § 27383

MILLS ACT CONTRACT

Notice of Historic Designation
and
Designation Statement for

MILLS ACT CONTRACT

1 Hidden Valley Road

ATTACHMENTS

Exhibit A: Pursuant to Page 2, Recitals (ii), a legal description of the referenced property is attached hereto as Exhibit A

Exhibit B: Pursuant to California Public Resources Code Section 5029 and Monrovia Municipal Code Chapter 17.40, hereto is attached Exhibit B, a resolution passed and adopted by the Monrovia City Council on September 18, 2018, establishing the referenced property as a Monrovia Historic Landmark on behalf of the current owner(s):

Kari Helman Ferris and Dena L. O'Neil

Exhibit C: Pursuant to Page 3, (6) Preservation of Property, Standards and Conditions are attached hereto as Exhibit C, with the Secretary of the Interior's Standards for Historic Preservation as Attachment A

**CITY OF MONROVIA
MILLS ACT AGREEMENT
HISTORICAL PROPERTY PRESERVATION CONTRACT**

THIS AGREEMENT is made and entered into this September 18, 2018, by and between the CITY OF MONROVIA, a municipal corporation (hereinafter referred to as "City"), and Kari Helman Ferris and Dena L. O'Neil (hereinafter referred to as "Owners").

RECITALS

(i) California Government Code Section 50280, et seq. authorizes cities to enter into contracts with the owners of qualified historical property to provide for the use, maintenance and restoration of such historical property so as to retain its characteristics as property of historical significance;

(ii) Owner possesses fee title in and to that certain real property, together with associated structures and improvements thereon, located at the street address 1 Hidden Valley Road Monrovia, California, (hereinafter referred to as the "Historic Property"). A legal description of the Historic Property is attached hereto, marked as Exhibit A and is incorporated herein by this reference;

(iii) On September 18, 2018, the City Council of the City of Monrovia adopted its Resolution No. 2018-49 (attached and incorporated by reference as Exhibit "B") thereby declaring and designating the Historic Property as a landmark pursuant to the terms and provisions of Section 17.40.060 of the Monrovia Municipal Code.

(iv) City and Owner, for their mutual benefit, now desire to enter into this Agreement both to protect and preserve the characteristics of historical significance of the Historic Property, and to qualify the Historic Property for an assessment of valuation pursuant to the provisions of Chapter 3 of Part 2 of Division 1 of the California Revenue and Taxation Code.

NOW, THEREFORE, City and Owner, in consideration of the mutual covenants and conditions contained herein, do hereby agree as follows:

1. **EFFECTIVE DATE AND TERM.** This Agreement shall be effective and commence on September 18, 2018, and shall remain in effect for a term of ten (10) years thereafter.

2. **AUTOMATIC RENEWAL.** Each year, upon the anniversary of the effective date of this Agreement (hereinafter referred to as annual renewal date), one (1) year shall be added automatically to the term of this Agreement, unless timely notice of non-renewal is given as provided in paragraph 3 of this Agreement.

3. **NOTICE OF NONRENEWAL.** If City or Owner desires in any year not to renew this Agreement, that party shall serve written notice of non-renewal in advance of the annual renewal date of this Agreement as follows: Owner must serve written notice of non-renewal at least ninety (90) days prior to the annual renewal date; City must serve written notice of the non-renewal at least sixty (60) days prior to the annual renewal date. Upon receipt by Owner of a notice of non-renewal from the City, Owner may make a written protest. At any time prior to the annual renewal date, City may withdraw its notice of non-renewal.

4. EFFECT OF NOTICE OF NONRENEWAL. If either City or Owner serves timely notice to the other of non-renewal in any year, the Agreement shall remain in effect for the balance of the term then remaining, either from its original execution or from the last renewal of the Agreement, whichever may apply.

5. VALUATION OF PROPERTY. During the term of this Agreement, Owner is entitled to seek assessment of valuation of the Historic Property pursuant to the provisions of Chapter 3 of Part 2 of Division 1 of the California Revenue and Taxation Code.

6. PRESERVATION OF PROPERTY. Owner shall preserve and maintain the characteristics of historical significance of the Historic Property. Attached hereto marked as Exhibit C, and incorporated herein by this reference, is a list of those minimum standards and conditions for maintenance, use and preservation of the Historic Property, which shall apply to such property throughout the term of this Agreement. In addition, Owner shall comply with the terms of the City's Historic Preservation Ordinance (Monrovia Municipal Code, Chapter 17.40), requiring owner to maintain the Historic Property in a good state of repair and shall obtain any applicable permits to restore the Historic Property to maintain its historic and cultural significance.

7. RESTORATION OF PROPERTY. Owner shall, where necessary, restore and rehabilitate the Historic Property to conform to the rules and regulations of the Office of Historic Preservation of the State Department of Parks and Recreation, the United State Secretary of the Interior's Standards for Rehabilitation, and the State Historical Building Code, and the City of Monrovia.

8. INSPECTIONS. Owner shall allow for an inspection of the interior and exterior of the Historic Property by the City, prior to a new agreement, and every five years thereafter, to determine Owner's compliance with the terms and provisions of this Agreement.

9. PROVISION OF INFORMATION. Owner shall furnish the City with any and all information requested by City which City deems necessary or advisable to determine compliance with the terms and provisions of this Agreement.

10. CANCELLATION. City, following a duly noticed public hearing as set forth in California Government Code Section 50280, et seq., may cancel this Agreement if City determines Owner has breached any of the conditions or covenants of the Agreement or has allowed the Historic Property to deteriorate to the point that it no longer meets the standards for a qualified historical property. City may also cancel this Agreement if it determines Owner has failed to restore or rehabilitate the Historic Property in the manner specified in paragraph 7 of this Agreement. City's right to cancel this Agreement pursuant to this paragraph shall in no way limit or restrict its rights or legal remedies arising from City's Historic Preservation Ordinance and Municipal Code.

11. CANCELLATION FEE. In the event of cancellation, Owner shall be subject to payment of those cancellation fees set forth in California Government Code Sections 50280, et seq., described herein. Upon cancellation, Owner shall pay a cancellation fee equal to twelve and one-half percent (12½%) of the current fair market value of the property as determined by the County Assessor as though the Historic Property were free of the contractual restriction pursuant to this Agreement. The Owner shall pay the cancellation fee

to the county auditor in the time and manner prescribed by the County Auditor. As an alternative to cancellation of the contract for breach of any conditions, the City, or landowner that is a party to the contract may bring any action in court necessary to enforce a contract, including, but not limited to, an action to enforce the contract by specific performance or injunction.

12. **ENFORCEMENT OF AGREEMENT.** In lieu of and/or in addition to any provisions to cancel this Agreement as referenced herein, City may specifically enforce, or enjoin the breach of, the terms of this Agreement.

13. **WAIVER.** City does not waive any claim or default by Owner if City does not enforce or cancel this Agreement. All other remedies at law or in equity which are not otherwise provided for in this Agreement or in City's regulations governing historic properties are available to City to pursue in the event there is a breach of this Agreement. No waiver by City of any breach or default under this Agreement shall be deemed to be a waiver of any other subsequent breach thereof or default hereunder.

14. **BINDING EFFECT OF AGREEMENT.** Owner hereby subjects the Historic Property to the covenants, reservations and restrictions set forth in this Agreement. City and Owner hereby declare their specific intent that the covenants, reservations, and restrictions as set forth herein shall be deemed covenants running with the land and shall pass to and be binding upon Owner's successors and assigns in title or interest to the Historic Property.

Each and every contract, deed or other instrument hereinafter executed, governing or conveying the Historic Property, or any portion thereof, shall conclusively be held to have been executed, delivered and accepted subject to the covenants, reservations and restrictions expressed in this Agreement regardless of whether such covenants, reservations and restrictions are set forth in such contract, deed or other instrument.

City and Owner hereby declare their understanding and intent that the burden of the covenants, reservations and restrictions set forth herein touch and concern the land in that it restricts development of the Historic Property. City and Owner hereby further declare their understanding and intent that the benefit of such covenants, reservations and restrictions touch and concern the land by enhancing and maintaining the cultural and historic characteristics and significance of the Historic Property for the benefit of the public and Owner.

15. **NOTICE.** Any notice required to be given by the terms of this Agreement shall be provided at the address of the respective parties as specified below, by personal delivery or United States mail, postage prepaid, addressed as follows:

City: City of Monrovia
Department of Community Development
415 South Ivy Avenue
Monrovia, CA 91016

Owner: Kari Helman Ferris and Dena L. O'Neil
1 Hidden Valley Road
Monrovia, CA 91016

16. EFFECT OF AGREEMENT. None of the terms, provisions or conditions of this Agreement shall be deemed to create a partnership between the parties hereto and any of their heirs, successors or assigns, nor shall such terms, provisions or conditions cause them to be considered joint ventures or members of any joint enterprise.

17. INDEMNITY OF CITY. Owner agrees to protect, defend, indemnify, and shall hold City and its elected officials, officers, agents, and employees harmless from liability for claims, loss, proceedings, damages, causes of action, liability, costs or expense, including reasonable attorney's fees in connection with damage for personal injuries, including death, and claims for property damage which may arise from the direct or indirect use or operations of such Owner or those of his contractor, subcontractor, agent, employee or other person acting on his behalf which relate to the use, operation and maintenance of the Historic Property. Owner hereby agrees to and shall defend the City and its elected officials, officers, agents, and employees with respect to any and all actions for damages caused by, or alleged to have been caused by, reason of Owner's activities in connection with the Historic Property. This hold harmless provision applies to all damages and claims for damages suffered, or alleged to have been suffered, by reason of the operations referred to in this Agreement regardless of whether or not the City prepared, supplied or approved the plans, specifications or other documents for the Historic Property.

18. BINDING UPON SUCCESSORS. All of the agreements, rights, covenants, reservations, and restrictions contained in this Agreement shall be binding upon and shall inure to benefit of the parties herein, their heirs, successors, legal representatives, assigns and all persons acquiring any part or portion of the Historic Property, whether by operation of law or in any manner whatsoever.

19. LEGAL COSTS. In the event legal proceedings are brought by any party or parties to enforce or restrain a violation of any of the covenants, reservations or restrictions contained herein, or to determine the rights and duties of any party hereunder, the prevailing party in such proceeding may recover all reasonable attorney's fees to be fixed by the court, in addition to court costs and other relief ordered by the court.

20. SEVERABILITY. In the event that any of the provisions of this Agreement are held to be unenforceable or invalid by any court of competent jurisdiction, or by subsequent preemptive legislation, the validity and enforceability of the remaining provisions, or portions thereof, shall not be affected thereby.

21. GOVERNING LAW. This Agreement shall be construed and governed in accordance with the laws of the State of California.

22. EMINENT DOMAIN PROCEDURES. Upon the filing of an action in eminent domain by a public agency for the condemnation of the fee title of any land described herein or of less than fee interest which will present the portion of land condemned or other land or a portion of it which is the subject of this Agreement from being used for any authorized use, or upon the acquisition in lieu of eminent domain by a public agency for a public improvement, the portions of this Agreement by which Owner agrees to preserve and to restrict the use of property described herein shall be null and void upon such filing as to the portion of the land condemned or acquired and to the additional land the use of which for an authorized purpose will be prevented as a result of condemnation or acquisition.

If, subsequent to the filing of an action in eminent domain, the proposed condemnation is abandoned by the condemning agency as to all or a portion of the land subject to this Agreement, the restrictions on the use of the property included in this Agreement shall, without further agreement of the parties, be re-instituted and the terms of this Agreement shall be in full force and effect.

23. RECORDATION. No later than sixty (60) days after the parties execute this Agreement, the owner or agent of owners shall record this Agreement in the Office of the County Recorder of the County of Los Angeles.

24. AMENDMENTS. This Agreement may be amended, in whole or in part, only by written recorded instrument executed by the parties hereto.

IN WITNESS WHEREOF, City and Owner have executed this Agreement on the day and year first written above.

CITY OF MONROVIA

BY:

Oliver Chi, City Manager
City of Monrovia

ATTEST:

APPROVED AS TO FORM:

Alice D. Atkins, CMC, City Clerk
City of Monrovia

Craig A. Steele, City Attorney
City of Monrovia

OWNERS

BY:

Dated _____

Kari Helman Ferris

Dena L. O'Neil

Note: City and Owner(s) signatures must be notarized by a Notary Public.

EXHIBIT A

Legal Description

**Historic Landmark HL-145
Mills Act Contract MA-138**

Address 1 Hidden Valley Road

APN # 8520-001-001

Legal Description Real property in the City of Monrovia, County of Los Angeles, State of California, described as follows:

That portion of the northeast quarter of the northwest quarter of Section 23, township 1 north range 11 west, S.B.B. & M. in the City of Monrovia, County of Los Angeles, State of California according to the official plot of survey of said land on file in the Bureau of Land Management, described as follows: beginning at the most northerly corner of Lot 6 of Tract No. 6319, as per map recorded in Book 109, Pages 26 and 27 of Maps, in the Office of the County Recorder of said County; thence south 58° 52'18" west 186.02 feet to the most westerly corner of said Lot 6; thence north 34° west 250 feet; thence south 60° 50' west 200 feet; thence south 29° 40' west 209 feet to the true point of beginning; thence south 29° 40' west 141 feet; thence south 71° to the west point of lands described in deed to Elza C. Mowry, recorded in Book 21915 Page 91 of Official Records of said County, thence northerly along the aforesaid westerly line to the southerly line of lands described in the deed to Marguerite Staff recorded in book 22549, Page 306 of Official Records; thence along southerly and southeast line of said last mentioned land to a point, which point is north 30° 20' west from the true point of beginning; thence south 30° 20' east to the true point of beginning.

Also known as: 1 Hidden Valley Road, Monrovia, CA 91016
APN# 8520-001-001

EXHIBIT B

Resolution No. 2018-49

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MONROVIA, CALIFORNIA DESIGNATING 1 HIDDEN VALLEY ROAD, HISTORIC LANDMARK NUMBER 145

RECITALS

(i) Kari Helman Ferris and Dena L. O'Neil ("Owner") has initiated an application to designate their building at 1 Hidden Valley Road as a City of Monrovia Historic Landmark.

(ii) On August 29, 2018, the Historic Preservation Commission of the City of Monrovia conducted a duly noticed public hearing on the application. At the hearing, all interested persons were given an opportunity to be heard. The Historic Preservation Commission received and considered the staff report and all the information, evidence, and testimony presented in connection with this application. At the close of the public hearing, the Historic Preservation Commission forwarded a Nomination Statement to the City Council seeking historic landmark status for 1 Hidden Valley Road ("the Property") and found that it met the criteria for designation of an historic landmark.

(iii) On September 18, 2018, the City Council of the City of Monrovia conducted a duly noticed public hearing on the application. At the hearing, all interested persons were given an opportunity to be heard. The City Council received and considered the staff report and all the information, evidence, and testimony presented in connection with this application.

(iv) Environmental Review

(a) This application is Categorically Exempt from the requirements of the California Environmental Quality Act ("CEQA") pursuant to CEQA Guidelines Sections 15301 and 15331.

(v) The custodian of records for all materials that constitute the record of proceeding upon which this decision is based is the City Clerk. Those documents are available for public review in the Office of the City Clerk located at 415 South Ivy Avenue, Monrovia, California 91016.

(vi) All legal prerequisites to the adoption of this Resolution have occurred.

NOW, THEREFORE, the City Council of the City of Monrovia hereby finds, determines and resolves as follows:

1. The City Council finds that all of the facts set forth in the Recitals of this Resolution are true and correct.

2. Pursuant to the California Environmental Quality Act ("CEQA") and the City's local CEQA Guidelines, this application is Categorically Exempt from the requirements of CEQA pursuant to CEQA Guidelines Sections 15301 and 15331.

3. As specified by the Historic Preservation Ordinance, the City Council finds that the Property meets the following designation criteria for a historic landmark:

a. *It embodies one or more distinctive characteristics of style, type, period, design, materials, detail, or craftsmanship.*

4. The City Council hereby approves 1 Hidden Valley Road as Historic Landmark 145 and approves entering into a Mills Act Contract and authorizes the City Manager to execute the necessary documents.

5. The City Clerk shall certify to the adoption of this Resolution.

PASSED, APPROVED AND ADOPTED this 18th day of September 2018.

Tom Adams, Mayor
City of Monrovia

ATTEST:

APPROVED AS TO FORM:

Alice D. Atkins, CMC, City Clerk
City of Monrovia

Craig A. Steele, City Attorney
City of Monrovia

EXHIBIT C

Preservation of Property, Standards and Conditions

During the term of this agreement, the Historic property shall be subject to the following conditions:

1. All structures on the property shall be kept in excellent condition including exterior walls, windows and roofing.
2. A Certificate of Appropriateness shall be required for all exterior alterations and/or additions to any structure on the property. The Secretary of the Interior's Standards for Historic Preservation shall be applied to the property with the exception that standard condition #9 shall allow for additions, exterior alterations or related new construction to match the original building upon approval of a Certificate of Appropriateness (Attachment A).
3. *View Corridor Maintained.* The view corridor enabling the general public to see the building from the public right-of-way shall not be further obscured. The view corridor, including landscaping, hardscape and fencing, shall be maintained.
4. *Landmark Plaque.* The owner(s) shall place a Historic Preservation Commission approved historic plaque on the site within two (2) years of the City Council designation of the historic landmark. The plaque shall be displayed at all times and shall be visible from the right-of-way.
5. *Electrical Safety Inspection.* Within two (2) years of the date of City Council approval, an electrical safety inspection report shall be submitted on the electrical contractor's letterhead indicating that the existing service panel meets minimum code and poses no hazardous conditions, GFCI outlets are provided as specified by code, and proper grounding of the panel exists. This condition shall be waived if the building records confirm the upgrading of the service panel or written electrical inspection completed within the last five (5) years is provided.
6. *Seismic Retrofit.* Documentation by either a building permit or building inspector's report must be submitted verifying completion of a seismic retrofit. If the house has not been seismically retrofitted, and if it is determined by the City of Monrovia Building Official that retrofitting is needed, it shall be retrofitted within ten (10) years of the date of the City Council approval. Seismic retrofit shall be at minimum the bolting of the house to an approved foundation.
7. *Exterior Siding, Rafters, and Eaves.* Within two (2) years of the date of City Council approval, all exterior siding, rafters, and eaves that are in disrepair shall be repaired or replaced in kind.
8. *Address Marker.* Within two (2) years of the date of City Council approval, the wood carved address marker shall be repaired and repainted.

9. The property owner(s) shall submit to the Planning Division a progress report every two (2) years for the first ten (10) years on the anniversary date of the Contract, listing a response to the conditions of approval as listed on this document. Report shall also include interior and exterior maintenance projects completed since your last required update report. After the first ten (10) years, a progress report shall be required every five (5) years.



EXHIBIT "C"

HL – 145/MA - 138

1 Hidden Valley Road

Legal Description

Historic Landmark HL-145 Mills Act Contract MA-138

Address 1 Hidden Valley Road

APN # 8520-001-001

Legal Description Real property in the City of Monrovia, County of Los Angeles, State of California, described as follows:

That portion of the northeast quarter of the northwest quarter of Section 23, township 1 north range 11 west, S.B.B. & M. in the City of Monrovia, County of Los Angeles, State of California according to the official plot of survey of said land on file in the Bureau of Land Management, described as follows: beginning at the most northerly corner of Lot 6 of Tract No. 6319, as per map recorded in Book 109, Pages 26 and 27 of Maps, in the Office of the County Recorder of said County; thence south $58^{\circ} 52' 18''$ west 186.02 feet to the most westerly corner of said Lot 6; thence north 34° west 250 feet; thence south $60^{\circ} 50'$ west 200 feet; thence south $29^{\circ} 40'$ west 209 feet to the true point of beginning; thence south $29^{\circ} 40'$ west 141 feet; thence south 71° to the west point of lands described in deed to Elza C. Mowry, recorded in Book 21915 Page 91 of Official Records of said County, thence northerly along the aforesaid westerly line to the southerly line of lands described in the deed to Marguerite Staff recorded in book 22549, Page 306 of Official Records; thence along southerly and southeast line of said last mentioned land to a point, which point is north $30^{\circ} 20'$ west from the true point of beginning; thence south $30^{\circ} 20'$ east to the true point of beginning.

Also known as: 1 Hidden Valley Road, Monrovia, CA 91016
APN# 8520-001-001



EXHIBIT "D"

HL – 145/MA - 138

1 Hidden Valley Road

RESOLUTION NO. 2018-49

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MONROVIA, CALIFORNIA, DESIGNATING 1 HIDDEN VALLEY ROAD, HISTORIC LANDMARK NUMBER 145

RECITALS

(i) Kari Helman Ferris and Dena L. O'Neil ("Owner") has initiated an application to designate their building at 1 Hidden Valley Road as a City of Monrovia Historic Landmark.

(ii) On August 29, 2018, the Historic Preservation Commission of the City of Monrovia conducted a duly noticed public hearing on the application. At the hearing, all interested persons were given an opportunity to be heard. The Historic Preservation Commission received and considered the staff report and all the information, evidence, and testimony presented in connection with this application. At the close of the public hearing, the Historic Preservation Commission forwarded a Nomination Statement to the City Council seeking historic landmark status for 1 Hidden Valley Road ("the Property") and found that it met the criteria for designation of an historic landmark.

(iii) On September 18, 2018, the City Council of the City of Monrovia conducted a duly noticed public hearing on the application. At the hearing, all interested persons were given an opportunity to be heard. The City Council received and considered the staff report and all the information, evidence, and testimony presented in connection with this application.

(iv) Environmental Review

(a) This application is Categorically Exempt from the requirements of the California Environmental Quality Act ("CEQA") pursuant to CEQA Guidelines Section 15331.

(v) The custodian of records for all materials that constitute the record of proceeding upon which this decision is based is the City Clerk. Those documents are available for public review in the Office of the City Clerk located at 415 South Ivy Avenue, Monrovia, California 91016.

(vi) All legal prerequisites to the adoption of this Resolution have occurred.

NOW, THEREFORE, the City Council of the City of Monrovia hereby finds, determines and resolves as follows:

1. The City Council finds that all of the facts set forth in the Recitals of this Resolution are true and correct.

2. Pursuant to the California Environmental Quality Act ("CEQA") and the City's local CEQA Guidelines, this application is Categorically Exempt from the requirements of CEQA pursuant to CEQA Guidelines Sections 15301 and 15331.

3. As specified by the Historic Preservation Ordinance, the City Council finds that the Property meets the following designation criteria for a historic landmark:

a. *It embodies one or more distinctive characteristics of style, type, period, design, materials, detail, or craftsmanship.*

4. The City Council hereby approves 1 Hidden Valley Road as Historic Landmark 145 and approves entering into a Mills Act Contract and authorizes the City Manager to execute the necessary documents.

5. The City Clerk shall certify to the adoption of this Resolution.

PASSED, APPROVED AND ADOPTED this 18th day of September 2018.

Tom Adams, Mayor
City of Monrovia

ATTEST:

APPROVED AS TO FORM:

Alice D. Atkins, CMC, City Clerk
City of Monrovia

Craig A. Steele, City Attorney
City of Monrovia



EXHIBIT "E"

HL – 145/MA - 138

1 Hidden Valley Road

STANDARDS AND CONDITIONS
1 Hidden Valley Road
Mills Act Contract MA-138

During the term of this agreement, the Historic property shall be subject to the following conditions:

1. All structures on the property shall be kept in excellent condition including exterior walls, windows and roofing.
2. A Certificate of Appropriateness shall be required for all exterior alterations and/or additions to any structure on the property. The Secretary of the Interior's Standards for Historic Preservation shall be applied to the property with the exception that standard condition #9 shall allow for additions, exterior alterations or related new construction to match the original building upon approval of a Certificate of Appropriateness (Attachment A).
3. *View Corridor Maintained.* The view corridor enabling the general public to see the building from the public right-of-way shall not be further obscured. The view corridor, including landscaping, hardscape and fencing, shall be maintained.
4. *Landmark Plaque.* The owner(s) shall place a Historic Preservation Commission approved historic plaque on the site within two (2) years of the City Council designation of the historic landmark. The plaque shall be displayed at all times and shall be visible from the right-of-way.
5. *Electrical Safety Inspection.* Within two (2) years of the date of City Council approval, an electrical safety inspection report shall be submitted on the electrical contractor's letterhead indicating that the existing service panel meets minimum code and poses no hazardous conditions, GFCI outlets are provided as specified by code, and proper grounding of the panel exists. This condition shall be waived if the building records confirm the upgrading of the service panel or written electrical inspection completed within the last five (5) years is provided.
6. *Seismic Retrofit.* Documentation by either a building permit or building inspector's report must be submitted verifying completion of a seismic retrofit. If the house has not been seismically retrofitted, and if it is determined by the City of Monrovia Building Official that retrofitting is needed, it shall be retrofitted within ten (10) years of the date of the City Council approval. Seismic retrofit shall be at minimum the bolting of the house to an approved foundation.
7. *Exterior Siding, Rafters, and Eaves.* Within two (2) years of the date of City Council approval, all exterior siding, rafters, and eaves that are in disrepair shall be repaired or replaced in kind.
8. *Address Marker.* Within two (2) years of the date of City Council approval, the wood carved address marker shall be repaired and repainted.
9. The property owner(s) shall submit to the Planning Division a progress report every two (2) years for the first ten (10) years on the anniversary date of the Contract, listing a response to the conditions of approval as listed on this document. Report shall also include interior and exterior maintenance projects completed since your last required update report. After the first ten (10) years, a progress report shall be required every five (5) years.



EXHIBIT "F"

HL – 145/MA - 138

1 Hidden Valley Road

THE SECRETARY OF THE INTERIOR'S STANDARDS FOR HISTORIC PRESERVATION

The Secretary of the Interior is responsible for establishing standards for all national preservation programs under Departmental authority and for advising Federal agencies on the preservation of historic properties listed or eligible for listing in the National Register of Historic Places.

The Standards for Rehabilitation, a section of the Secretary's Standards for Historic Preservation Projects, address the most prevalent preservation treatment today: rehabilitation. Rehabilitation is defined as the process of returning a property to a state of utility, through repair or alteration, which makes possible an efficient contemporary use while preserving those portions and features of the property which are significant to its historic, architectural, and cultural values.

The Secretary of the Interior's Standards for Rehabilitation

The Standards that follow were originally published in 1977 and revised in 1990 as part of Department of the Interior regulations (36 CFR Part 67, Historic Preservation Certifications). They pertain to historic buildings of all materials, construction types, sizes, and occupancy and encompass the exterior and the interior of historic buildings. The Standards also encompass related landscape features and the building's site and environment as well as attached, adjacent or related new construction.

The Standards are to be applied to specific rehabilitation projects in a reasonable manner, taking into consideration economic and technical feasibility.

1. A property shall be used for its historic purpose or be placed in a new use that requires minimal change to the defining characteristics of the building and its site and environment.
2. The historic character of a property shall be retained and preserved. The removal of historic materials or alteration of features and spaces that characterize a property shall be avoided.
3. Each property shall be recognized as a physical record of its time, place, and use. Changes that create a false sense of historical development, such as adding conjectural features or architectural elements from other buildings, shall not be undertaken.
4. Most properties change over time; those changes that have acquired historic significance in their own right shall be retained and preserved.
5. Distinctive features, finishes, and construction techniques or examples of craftsmanship that characterize a property shall be preserved.
6. Deteriorated historic features shall be repaired rather than replaced. Where the severity of deterioration requires replacement of a distinctive feature, the new feature shall match the old in design, color, texture, and other visual qualities and, where possible, materials. Replacement of missing features shall be substantiated by documentary, physical, or pictorial evidence.
7. Chemical or physical treatments, such as sandblasting, that cause damage to historic materials shall not be used. The surface cleaning of structures, if appropriate, shall be undertaken using the gentlest means possible.
8. Significant archeological resources affected by a project shall be protected and preserved. If such resources must be disturbed, mitigation measures shall be undertaken.
9. New additions, exterior alterations, or related new construction shall not destroy historic materials that characterize the property. The new work shall be differentiated from the old and shall be compatible with the massing, size, scale, and architectural features to protect the historic integrity of the property and its environment.
10. New additions and adjacent or related new construction shall be undertaken in such a manner that if removed in the future, the essential form and integrity of the historic property and its environment would be unimpaired.

ATTACHMENT #3

CHAPTER 55. - HISTORIC PRESERVATION

Sec. 9.55.010. - Short title.

This chapter shall be known as the "Historic Preservation Ordinance."

(Ord. No. 328, § 1(9.04.100.010), 5-21-2013)

Sec. 9.55.020. - Purpose.

- (a) The City desires to foster the preservation of landmark and historic properties in the City. In furtherance of this policy, the purpose of this chapter is to implement the Mills Act which is set forth in Government Code § 50280 et seq., and Revenue and Taxation Code § 439 et seq., and as those sections may be amended from time to time (hereafter collectively the "Mills Act") in order to establish a uniform process to enter into **contracts** with the owners of property in the City that has previously been identified as a qualified historic property, as identified herein, for property tax relief and for the preservation of those historic properties.
- (b) The City Council finds that entering into a Mills Act **contract** is an effective means of encouraging the preservation, rehabilitation and maintenance of historic properties.
- (c) The City Council further finds that the Mills Act preservation incentive will support the goals and objectives in the General Plan by encouraging the maintenance of historic structures.

(Ord. No. 328, § 1(9.04.100.020), 5-21-2013)

Sec. 9.55.030. - Authority for Mills Act **contracts**.

The City Council hereby authorizes the use of Mills Act **contracts** in the City in accordance with the Mills Act, as it may be amended from time to time, and pursuant to the procedures as set forth in this chapter.

(Ord. No. 328, § 1(9.04.100.030), 5-21-2013)

Sec. 9.55.040. - Definitions.

For purposes of this chapter, the following definitions shall apply:

Qualified historic property means any of the following:

- (1) The property is identified with persons or events significant in local, regional, state or national history.
- (2) The property is representative of the work of a notable builder, designer or architect.
- (3) The property contributes to the significance of an historic area, being a geographically definable area.
- (4) The property embodies one or more distinctive characteristics of style, type, period, design, materials, or craftsmanship.
- (5) The property has a unique location or physical characteristics or represents an established and familiar visual feature of neighborhood, community, or the City.
- (6) The property promotes awareness and appreciation of City, local and national history, and demonstrates the value of historic preservation as a community value.
- (7) The property has yielded, or may be likely to yield information important in prehistory or history.

- (8) Listed in the National Register of Historic Places or located in a registered historic district, as defined in Section 1.191-2(b) of Title 26 of the Code of Federal Regulations.
- (9) Listed in any State, City, or County official register or historical or architecturally significant sites, places, or landmarks.

(Ord. No. 328, § 1(9.04.100.040), 5-21-2013)

Sec. 9.55.050. - Limitations on eligibility.

- (a) A Mills Act **contract** shall be limited to qualified historic properties as defined in Section 9.55.040.
- (b) A Mills Act **contract** shall be limited to:
 - (1) Properties in need of restoration and/or rehabilitation at the time of application; and
 - (2) Properties that have been restored and/or rehabilitated prior to the adoption of the ordinance from which this chapter is derived, provided that such restoration was conducted after January 2010, and the applicant provides sufficient documentation to demonstrate the restorative work performed, including, but not limited to, architectural plans, photographs, reports and invoices.
- (c) In furtherance of this policy, approval of new Mills Act **contracts** shall be limited so that the total property tax reduction of all contracts combined does not exceed \$10,000.00 per annum to the City.

(Ord. No. 328, § 1(9.04.100.050), 5-21-2013)

Sec. 9.55.060. - Application procedures.

- (a) Applications for Mills Act **contracts** shall be accepted by the City Manager between January 1 and March 31 of each year.
- (b) A property owner desiring to enter into a Mills Act contract shall submit an application to the City Manager along with any required supporting documents and any required fees approved by the City Council by resolution. The application shall be on a form approved by the City Manager.
- (c) Following the deadline for submittal of applications, the City Manager shall schedule a public hearing before the Planning Commission for its review and consideration of all completed applications timely received.
- (d) At the scheduled public hearing, the Planning Commission shall do the following:
 - (1) The Planning Commission shall make a determination as to whether each proposed property is a qualified historic property based on the criteria set forth in Section 9.55.040.
 - (2) Should it determine that any proposed property is a qualified historic property; the Planning Commission may recommend to the City Council the approval of a Mills Act contract if it can make each of the following findings:
 - a. The estimated tax benefit over a ten-year period will not exceed the applicant's proposed financial investment.
 - b. The proposed work will provide a benefit to the public by restoring character defining features, preserving exemplary or exceptional features or structures, retrofitting unreinforced buildings, work that is necessary for the continued viability of the historic structure (system upgrades), or the work is clearly visible from the street or public right-of-way.
- (e) Following the public hearing, the Planning Commission shall:
 - (1) Make a recommendation to the City Council that the City enter into one or more proposed Mills Act contracts, such that the total property tax reduction of all contracts combined does not

exceed \$10,000.00 per annum to the City. In such case as the Planning Commission desires to recommend multiple contracts to the City Council whereby the total property tax reduction of all proposed contracts combined exceeds \$10,000.00 per annum, the Planning Commission shall:

- a. Determined the sequential order that the applications for Mills Act contracts were filed with the City Manager; and
 - b. Using the sequential order and beginning with the first application filed, recommend for approval of as many contracts such that the total property tax reduction of all contracts combined does not exceed a cost of \$10,000.00 to the City per annum.
- (2) Prepare and transmit a report of its recommendation to the City Council on the merits of each proposal.
- (f) Following transmittal of the report by the Planning Commission, the City Manager shall schedule a public hearing before the City Council whereby the City Council shall consider the recommendation of the Planning Commission. The City Council may approve, reject, and/or approve with modifications the Planning Commission's recommendation in its sole and absolute discretion.

(Ord. No. 328, § 1(9.04.100.060), 5-21-2013)

Sec. 9.55.070. - Required provisions of historic property standards.

The required provisions for a contract authorized by this chapter shall include:

- (1) Those provisions required by applicable State law.
- (2) Additional provisions required by the City, including, but not limited to:
 - a. The term of the contract shall be a minimum of ten years. On the anniversary date of the contract, or such other date as specific in the contract, a year shall be automatically added to the initial term of the contract unless a notice of nonrenewal is given to the owner at least 60 days prior to the renewal date. In the event the property owner chooses to terminate the contract, then the property owner shall provide the City Manager with a notice of nonrenewal at least 90 days prior to the renewal date.
 - b. The contract agreement is to assist in the preservation of the historic resource; therefore, restoration and rehabilitation of the property shall conform to the rules and regulations of the State Office of Historic Preservation (Department of Parks and Recreation) and the United States Secretary of the Interior standards.
 - c. The owner agrees to permit periodic examination of the interior (if applicable) and exterior of the premises by the County Assessor, the State Board of Equalization, the State Department of Parks and Recreation and the City, as may be necessary to verify the owner's compliance with the contract agreement, and to provide any information requested to ensure compliance with the contract agreement. The owner further agrees to allow the City to photograph the historic property.
 - d. In addition to the requirement in Subsection (2)c of this section, the contract shall require the owner to file an annual report identifying progress of implementing the work plan or restoration or rehabilitation with the City until the work has been completed to the satisfaction of the City Manager. Thereafter, during the term of the contract, on an annual basis, the owner shall provide a report on the maintenance of the property, which report may require documentation of the owner's expenditures and actions taken to maintain the qualified historic property.
 - e. The contract shall be binding on all successors in interest of the owner to the benefits and burdens of the contract. It shall stipulate escrow instructions that require a review and re-evaluation every three years.

- f. The City shall provide written notice of the contract to the State Office of Historic Preservation within 180 days of entering into the contract.
 - g. The contract shall state that the City may cancel the contract after a duly noticed public hearing if it determines that the owner has breached any of the conditions of the contract or has allowed the property to deteriorate to the point that it no longer meets the significance under which it was designated (Government Code §§ 50284 and 50285).
 - h. The contract shall state that if the City cancels the contract pursuant to Subsection (2)g of this section, the owner shall pay the State a cancellation fee of 12½ percent of the full value of the property at the time of cancellation, as determined by the County Assessor without regard to any restriction on the property imposed by the historic property contract.
 - i. That contract shall provide that, as an alternative to cancellation, the City may bring an action for specific performance or other action necessary to enforce the contract.
 - j. The contract shall also provide that, in the event preservation, rehabilitation, or restoration becomes infeasible due to damage caused by natural disaster (e.g., earthquake, fire, flood, etc.), the City may cancel the contract without requiring the owner to pay the State the cancellation fee referenced in Subsection (2)h of this section as a penalty. However, in this event, a contract shall not be cancelled by the City unless the City determines, after consultation with the State Office of Historic Preservation, in compliance with Public Resources Code §§ 50284 and 50285, that preservation, rehabilitation or restoration is infeasible.
 - k. The contract shall be recorded by the County Recorder's office and shall be binding on all successors-in-interest of the owner to the benefits and burdens of the contract. The City Clerk shall record the contract, at the applicant's cost, no later than 20 days after the City enters into the contract.
 - l. The contract may provide that modifications to the approved work plan require review and approval by the Planning Commission.
- (3) The City Manager and the City Attorney shall prepare and maintain a sample Mills Act contract with all required provisions specified by State law and this section.

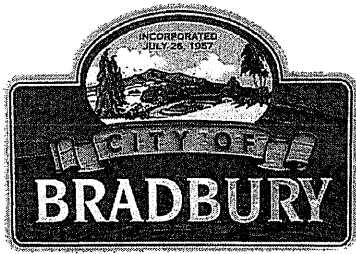
(Ord. No. 328, § 1(9.04.100.070), 5-21-2013)

Sec. 9.55.080. - Annual review and recommendation of existing Mills Act contracts.

The Planning Commission shall have the responsibility to recommend to the City Council the termination of any existing Mills Act contracts as follows:

- (1) After June 30 of each year, or as soon as reasonably possible, but in no event later than September 30 of each year, the Planning Commission shall review the progress made towards the completion of preservation work stipulated in the Mills Act contracts that are scheduled for review that year and that all properties subject to Mills Act contracts are maintained in good order in accordance with the terms and conditions of the applicable Mills Act contract and the provisions of Chapter 109 of this title.
- (2) In considering a recommendation to terminate a Mills Act contract, the Planning Commission shall determine whether the owner has breached any of the conditions of the contract or has allowed the property to deteriorate to the point that it no longer meets the significance criteria under which it was designated.
- (3) The Planning Commission shall prepare and transmit a report of its review of current Mills Act contracts as part of its annual report to the City Council.

(Ord. No. 328, § 1(9.04.100.080), 5-21-2013)



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

City of Bradbury Agenda Memo

TO: Honorable Mayor and Members of the City Council

FROM: Claudia Saldana, City Clerk

DATE: April 16, 2019

SUBJECT: **Appointment of Planning Commissioners for Districts 1, 3 and 5**

ATTACHMENT: Application from Chelsea Hunt

SUMMARY

At this time the Planning Commission has three (3) vacancies to be filled due to the expiration of terms. The current commission vacancies have been properly noticed per the requirements of the Maddy Act and in the City Newsletter. Staff recommends that the City Council confirm the appointment of Planning Commissioners for Districts 1, 3 and 5.

ANALYSIS

Each Commissioner serves for a term of two (2) years. The Planning Commission meet the fourth Wednesday of the month. The primary staff liaison is the Contract City Planner.

The following are the Commissioners that have been nominated by their district Council Member representative:

<u>Nominee</u>	<u>Term</u>	<u>District</u>
Frank Hernandez	2-year	1
Darlene Kuba	2-year	3
Chelsea Hunt	2-year	5

Being that Chelsea Hunt is a new nominee to the position, her City submitted application has been included in this report.

FINANCIAL REVIEW

The Appointment of Commissioners will have no fiscal impact on the City.

FOR CITY COUNCIL AGENDA _____

AGENDA ITEM # _____

STAFF RECOMMENDATION

It is recommended that the City Council confirm the appointment of Planning Commissioners for Districts 1, 3 and 5.



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 04 2019

Position Applied For: Planning Commission

(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: Hunt Chelsea E Date: 4/4/19
Last First M.I.
Address: 151 Deodar Lane 5
Street Address Council District 1 2 3 4 5
Bradbury CA 91008
City State ZIP Code
Phone: () 407-718-2900
Business Phone: ()
E-mail Address: C.hunt407@gmail.com

Spouse Name: Justin Halbmann

Number of Years as Resident:

Statement of Interest:

Please refer to supplemental page.

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

High School: The Waverly School Address: 67 W. Bellevue Dr. Pasadena CA 91105
From: 2003 To: 2005 Did you graduate? ☒ YES ☐ NO Degree:
College: Chapman University Address: 1 University Dr. Orange CA 92666
From: 2007 To: 2010 Did you graduate? ☒ YES ☐ NO Degree: Communications / Leadership

Employment

Company: Independent Contractor Phone: ()
Address: 151 Deodar Lane
Job Title: Administrative Assistant to the Chairman of Caesars Entertainment
Responsibilities: Scheduling, Travel, Financial Accounting, Regulatory Compliance

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 C. Hunt Date 4/4/19

For Office Use Only: Received _____ by _____ Appointed _____ Date _____

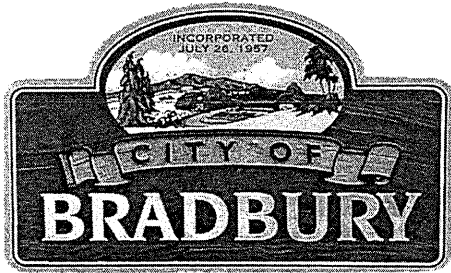
City of Bradbury
Application for Commissions and Committees

Chelsea Hunt
Planning Commission
District 5
4/4/19

Statement of Interest:

My extended family and I moved to Bradbury from Florida in September of 2003. After an extensive search of cities all across Southern California we collectively chose Bradbury as our new community because it felt like home. The beauty, safety, values and the sense of community that our beautiful city offers instantly aligned with the needs and interests of our entire family.

Since moving here my fiancé, Justin Halbmann, and I have had education and job opportunities take us to other cities, and yet we have chosen to put our roots down in Bradbury as we love it so much. We enjoy being a part of such a tight knit community that has quickly become more like family to us. Justin and I look forward to deepening the roots we have already planted here as we grow in both our family and involvement with our community. Justin has joined the Bradbury Estates Homeowners Association this year and I hope to join the Planning Commission so that we can both serve our community while helping to preserve and nurture our beautiful city so that future generations of families can cherish living here just as we have.



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

City of Bradbury Agenda Memo

TO: Honorable Mayor and Members of the City Council

FROM: Kevin Kearney, City Manager

DATE: April 16, 2019

SUBJECT: **ADOPTION OF A MASTER ENCROACHMENT AGREEMENT
TEMPLATE RELATED TO THE INSTALLATION OF NETWORK
FACILITIES WITHIN THE PUBLIC RIGHT-OF-WAY**

ATTACHMENTS: 1. Master Encroachment Agreement Template

SUMMARY

The City currently does not have a master encroachment agreement template related to the installation of network facilities within the public right-of-way. It is recommended that the City Council review and adopt the Master Encroachment Agreement Template (Attachment #1).

DISCUSSION

Over the past few years, both the Federal and State governments have passed significant legislation which outline rules and regulations for telecommunication services to place their network facilities within the public right-of-way. As such, City Staff feels that a master encroachment agreement is needed to outline such items as scope of use of the public right-of-way, construction and maintenance standards, services changes, taxes, removal and relocation, permits and fees, bonds, responsibilities of damage to the facilities, indemnification, insurance, among others.

STAFF RECOMMENDATION

It is recommended that the City Council review and adopt the Master Encroachment Agreement Template related to the installation of network facilities within the public right-of-way (Attachment #1).

FOR CITY COUNCIL AGENDA _____

AGENDA ITEM # _____

ATTACHMENT #1

Recording Requested By:
City of Bradbury

When Recorded Mail To:
City of Bradbury
ATTN: City Engineer
600 Winston Avenue
Bradbury, CA 91008

For the Benefit of
City of Bradbury
Recorded Free
Gov. Code Sec. 27383

(Space above this line for Recorder's Use)

**MASTER ENCROACHMENT AGREEMENT
BETWEEN THE CITY OF BRADBURY
AND XXXXXXXX
RELATED TO THE INSTALLATION OF NETWORK FACILITIES
WITHIN PUBLIC RIGHT-OF-WAY**

This Agreement ("Agreement") dated as of _____, 2019 ("Effective Date") is entered into by and between the CITY OF BRADBURY, a California municipal corporation (herein termed "CITY") and XXXXXXXX (herein termed "ENCROACHER").

RECITALS

WHEREAS, ENCROACHER is authorized to provide Telecommunications Services (as defined herein) in the state of California pursuant to a Certificate of Public Convenience and Necessity (CPCN) issued by the Public Utilities Commission of the State of California and, as a telephone corporation, may use public roads and highways pursuant to Public Utilities Code Section 7901; and,

WHEREAS, CITY owns, operates and maintains the Public Right-of-Way (as defined herein) within CITY; and,

WHEREAS, ENCROACHER desires to construct Network Facilities (as defined herein) within the Public Right-of-Way within CITY to provide Telecommunications Services; and

WHEREAS, CITY has the authority to regulate the terms and conditions for the use of Public Right-of-Way for the construction, installation and maintenance of Network Facilities by ENCROACHER.

NOW, THEREFORE, in consideration of the recitals and the mutual promises contained herein, CITY AND ENCROACHER agree as follows:

SECTION 1 **DEFINITIONS**

1.1 **Network Facilities or Facilities** - Means any and all cables, lines, conduits, access manholes, handholes, pedestals, boxes, and other similar equipment and devices owned or leased by ENCROACHER. The term does not include antennas, cell towers, other wireless facilities or new utility poles.

1.2 **Public Right-of-Way or Public Rights-of-Way** - Means the full width of the right-of-way of any street, as defined in the California Vehicle Code used by the general public, whether or not such street has been accepted as and declared to be part of the City system of streets, including streets forming a part of the State Highway System. "Public right-of-way" also includes easements where the City is the grantee of the easement and property owned by the City of Bradbury and any public park, trail, or right-of-way within the City of Bradbury. The term also includes any dedicated public utility easement or similar property in which CITY now or hereafter holds any property interest which, consistent with the purposes for which it was dedicated, may be used for the purpose of installing and maintaining Network Facilities.

1.3 **Telecommunications Services** - Means services that ENCROACHER is authorized to offer and/or provide pursuant to any applicable law or CPCN, including its existing CPCN (D.95-12-057) which authorizes ENCROACHER to provide facilities-based competitive local exchange service, and intra-LATA services. Telecommunications services also includes offering internet access, data transport, private line and facilities leasing to affiliates and third parties, which may also be offered through an indefeasible right of use to the extent permitted by applicable law.

1.4 **Video Services** – Means services provided pursuant to any applicable California Video Franchise Certificate issued by the California Public Utilities Commission pursuant to the *Digital Infrastructure and Video Competition Act* (Public Utilities Code, Section 5800 and following, and California Public Utilities Commission decisions pertaining to video services.

SECTION 2 **SCOPE OF USE OF PUBLIC RIGHT-OF-WAY**

2.1 Nothing in the Agreement shall be construed as granting or creating any franchise rights.

2.2 CITY hereby grants an encroachment right to ENCROACHER, subject to reservations, covenants and conditions herein contained, to construct, install, maintain and operate, and remove Network Facilities within Public Right-of-Way that are located within the corporate limits of the CITY to provide Telecommunications Services, subject to obtaining all required permits and approvals.

2.3 ENCROACHER shall not commence installation of Network Facilities until ENCROACHER has first obtained a permit to do so in accordance with this Agreement and applicable law. Before ENCROACHER applies for any new permits after the Effective Date of this Agreement, ENCROACHER must submit: (i) a comprehensive master plan ("Master Plan") showing at a minimum the location and specific details (i.e., underground depth, above-ground height, etc.) of all Network Facilities presently installed within the City's limits; (ii) a Master Plan showing a high-level design of all Network Facilities presently intended to be installed over the five-year period from the Effective Date; and (iii) the Bond (as defined in Section 8). ENCROACHER shall provide an updated Master Plan annually, showing, to the extent applicable, any change to the Master Plan submitted in the prior year.

2.4 ENCROACHER shall not install or erect any facilities or apparatus in or on other public property, places or Public Rights-of-Way, or within any privately owned area within CITY which has not yet become a public street but is designated or delineated as a proposed public street on any tentative subdivision or parcel map approved by CITY, except those installed or erected upon public utility facilities now existing without obtaining the prior written approval of the City Engineer.

2.5 ENCROACHER is not authorized to place any facilities other than Network Facilities in the Public Right-of-Way, without first obtaining written authorizations and required permits (including any necessary franchises) from the CITY, except that the foregoing does not apply to facilities where state or federal law preempts any requirement for local authorization.

2.6 ENCROACHER shall comply with any lawful provision that the CITY may adopt in the future requiring it to obtain a franchise or other authorization, and may be required to do so as a condition of the continued effectiveness of this agreement. The City Engineer shall, subject to applicable laws, be solely responsible for determining what written authorizations and/or permits are required. ENCROACHER agrees that once a written authorization and/or permit is determined to be required, ENCROACHER shall first apply for same before challenging the requirement.

2.7 This Agreement does not authorize use of any property other than the Public Rights of Way. Any use of any other CITY-owned or CITY-controlled property, including but not limited to poles and conduits, shall require a separate agreement.

2.8 No use of any Public Right-of-Way or other interest or property under this Agreement shall create or vest in ENCROACHER any ownership or other interest in the Public Right-of-Way, streets or any other property or interest of the CITY. This Agreement is not a grant by the CITY of any property interest but is made subject and subordinate to the prior and continuing right of CITY and its assigns to use all the Public Right-of-Way in the performance of its governmental duties and police powers including but not limited to, public use as a street and for the purpose of laying, installing, maintaining, repairing, protecting, replacing and removing sanitary sewers, water mains, storm drains, gas mains, poles, overhead and underground electrics, and telephone lines, cable television and other utility and municipal uses together with appurtenances thereof and with right of ingress and egress, along, over, across and in said Public Right-of-Way;. ENCROACHER shall have a duty to remove, relocate and rearrange its facilities within a time frame set forth by CITY (subject to force majeure and events beyond the control of

ENCROACHER), and at its own expense (except as otherwise set forth in this Agreement), in order to accommodate such uses, as further provided in this Agreement and applicable law.

2.9 The grant of rights in this Agreement is made subject to all easements, restrictions, conditions, covenants, encumbrances and claims of title which may affect the Public Right-of-Way, and it is understood that ENCROACHER, at its own costs and expense, shall obtain such permission as may be necessary consistent with any other existing rights. No reference herein to a "Public Right-of-Way" shall be deemed to be representation or guarantee by CITY that its interest or other rights to control the use of such property is sufficient to permit its use for such purposes, and ENCROACHER shall be deemed to gain only those rights to use the property as the CITY may have the undisputed right and power to give, and which do not interfere with CITY's needs for uses within the Public Right-of-Way. In the event of any conflict, the use of the subject Public Right-of-Way by ENCROACHER is secondary to the rights and needs of the CITY.

2.10 This Agreement shall be for the non-exclusive use of the Public Rights-of-Way. By executing this Agreement, CITY does not agree to restrict the use of the Public Rights-of-Way in all or any part of the CITY by any person in the same business, a related business, or a competing business as ENCROACHER.

2.11 If the CITY is not prohibited from charging for use of the Public Rights of Way by ENCROACHER by state or federal statute, it may do so, and the payment of any lawful compensation established by the CITY shall be a condition of the continued effectiveness of this Agreement.

SECTION 3

CONSTRUCTION AND MAINTENANCE STANDARDS

3.1 The construction, operation or repair and maintenance of Network Facilities shall be in accordance with all applicable Federal, State and local laws, including, without limitation, zoning laws, construction codes and CITY's standard specifications and details, as the same may exist now, or be hereafter issued, amended or revised; and any supplements thereto or revisions of this Agreement, and any Franchise or other authorization now or in the future. Nothing in this agreement prevents the CITY from establishing additional or stricter conditions (even with respect to the matters specified in those sections), and requiring ENCROACHER to comply with the same. In the event of a conflict among codes and standards, the most stringent code or standard, as determined in the sole judgment of the City Engineer consistent with applicable law, shall apply.

3.2 ENCROACHER shall at all times employ reasonable care, within the meaning of applicable law, and shall install, maintain and use commonly accepted methods and devices for preventing failures and accidents that are likely to cause damage, injury or nuisance to the public.

3.3 ENCROACHER shall construct, operate and maintain its Network Facilities so as not to endanger or interfere with improvements CITY shall deem appropriate to make, consistent with applicable law, or to interfere in any manner with the Public Right-of-Way or legal rights of any property owner or to unnecessarily hinder or obstruct pedestrian or vehicular traffic. ENCROACHER shall place facilities in strict conformance with the plans and drawings approved in writing by CITY, consistent with applicable law, and shall not place facilities, equipment or

fixtures where they will interfere with any gas, electric, telephone, telecommunications, water, sewer or other utility facilities or obstruct or hinder in any manner such entity's use of any Public Right-of-Way. Any and all Public Rights-of-Way, public property or private property that is disturbed or damaged by ENCROACHER during the construction, repair, replacement, relocation, operation, maintenance or construction of a Network Facility shall be promptly repaired by ENCROACHER, to a condition equal to or better than that which existed prior to the damage.

3.4 If Public Right-of-Way to be used by ENCROACHER has preexisting installation(s) placed in the said Right-of-Way, ENCROACHER shall assume the responsibility to verify the location of the preexisting installation and notify, consistent with applicable law, CITY and any third party owner of ENCROACHER's proposed installation. The cost of any work required of such third party owner or CITY to provide adequate space or required clearance to accommodate ENCROACHER's installation shall, consistent with applicable law, be borne solely by ENCROACHER. Except as required by applicable law, CITY is under no obligation to move its existing utilities out of the way to accommodate or make room for ENCROACHER's Network Facilities.

3.5 Within ten business (10) days after its receipt of a written request from CITY, ENCROACHER shall, at its sole cost and expense, notify Underground Service Alert of Southern California ("DigAlert") if required by state law, and expose its subsurface Network Facility by potholing (digging a test hole) to a depth of one foot (1') below the bottom of such facility. If ENCROACHER fails to perform the potholing, CITY may proceed on ENCROACHER's account and ENCROACHER shall promptly reimburse CITY for the cost of same, plus a 15 percent administrative overhead charge, and CITY is hereby held harmless and indemnified by ENCROACHER for any loss and/or damages resulting from the CITY's performance of the required work.

3.6 Any contractor or subcontractor used for the construction, installation, operation, maintenance or repair of the Network Facility equipment shall be properly licensed under the laws of the State and all applicable local ordinances and each contractor or subcontractor shall have the same obligations with respect to its work as ENCROACHER would have under this Agreement and applicable law as if the work were performed by ENCROACHER. ENCROACHER shall be responsible for the performance of the work of contractors and subcontractors consistent with the requirements of this Agreement and applicable law, including all acts or omissions of contractors or subcontractor, and ENCROACHER shall implement a quality control program to monitor that the work is properly performed. This section is not meant to alter tort liability of ENCROACHER to third parties.

3.7 ENCROACHER agrees to keep said Network Facilities in good and safe condition and free from any nuisance.

3.8 ENCROACHER shall identify the Network Facilities installed in each Public Right-of-Way by means of an identification method mutually agreed upon by the parties, or as directed by the City Engineer if the parties cannot mutually agree on an identification method. Such identification shall be detectable from ground level without opening the street. To prevent conflicts between ENCROACHER'S Network Facilities and public facilities in the same location, ENCROACHER shall notify DigAlert of the location of the facilities for the benefit of future construction projects which may need to be aware of the presence of the Network

Facilities within the Public Right-of-Way shall not create any claim or right against the CITY, and as set forth herein below, ENCROACHER shall indemnify and hold harmless, and defend CITY from any and all costs for failure to comply with this Section.

SECTION 4 **SERVICE CHANGES**

4.1 ENCROACHER hereby represents and warrants that: 1) it has all authorizations and approvals from state and federal regulatory agencies including the California Public Utilities Commission and the Federal Communications Commission as are necessary for the activities and Network Facilities contemplated by the Agreement, and is in compliance in all material respects with its obligations under such authorizations; 2) the type of service offered through the Network Facilities in the Public Right of Way consists solely of Telecommunications Services; 3) it does not offer Video Services; 4) Network Facilities will be installed only within the Public Rights-of-Way (underground within conduit or aerial on poles); and 5) it will not construct or install any new cell towers, new utility poles or antennas.

4.2 The terms of this Agreement are based on the type of equipment comprising the Network Facilities, and the types of Telecommunications Services which ENCROACHER provides via the Network Facilities installed in the Public Right-of-Way. ENCROACHER acknowledges that any change in service or change in the law may increase the CITY's regulatory authority over such services, product, and ENCROACHER's use of Public Right-of-Way, and may require modification of this Agreement, and require ENCROACHER to obtain additional authorizations consistent with the requirements of an existing or hereinafter-enacted CITY ordinance regulating such services.

4.3 If ENCROACHER is authorized by the California Public Utilities Commission to provide additional and/or alternative services, including but not limited to Video Services, and intends to offer such services to customers within the corporate limits of CITY, ENCROACHER shall notify CITY in writing, as soon as practicable, receive CITY's written approval to provide such services, and comply with CITY's local ordinances.

SECTION 5 **TAXES**

5.1 ENCROACHER agrees that it will be solely responsible for the payment of any and all lawful taxes, fees and assessments relating to its use and maintenance of the Network Facilities including but not limited to all taxes, fees and assessments listed in ENCROACHER's CPCN issued by the California Public Utilities Commission.

5.2 ENCROACHER shall provide such records to CITY as CITY may require to confirm compliance with this requirement. The cost of any auditor to conduct such audit shall be borne by ENCROACHER if that audit discloses an underpayment of more than five percent (5%) of the amount remitted. Audits shall not be conducted more than once every two (2) years, and ENCROACHER or CITY shall pay or rebate such amounts discovered by the auditor within sixty (60) days of receipt of the audit report.

5.3 Pursuant to Section 107.6 of the California Revenue and Taxation Code, the CITY hereby advises, and ENCROACHER recognizes and understands, that should ENCROACHER's

use of Public Rights-of-Way create a possessory interest subject to property taxation, ENCROACHER shall be subject to the payment of any property taxes levied on such interest.

SECTION 6

REMOVAL AND RELOCATION

6.1 In the event of an emergency, or where Network Facilities create or are contributing to an imminent danger to health, safety or property, CITY may remove, relay or relocate any or all parts of those Network Facilities without prior notice; however, CITY shall make reasonable efforts to provide prior notice.

6.2 ENCROACHER shall promptly relocate its facilities to accommodate projects or needs of CITY, or other government agencies and third parties who are authorized to use the Public Rights-of-Way. Should ENCROACHER be required to relocate its Network Facilities for any non-governmental third party and for reasons other than the above, the reasonable cost of the relocation shall be borne by the third party except where (i) the Network Facilities must be relocated because it was not properly installed by ENCROACHER, or was installed without obtaining necessary authorizations; or (ii) state or federal law requires otherwise. ENCROACHER may condition rearrangement of its facilities on an agreement by the third party to pay the reasonable cost of relocation, which agreement shall be subject to the exceptions listed above, except where relocation is necessary to protect and preserve the public health safety or welfare.

6.3 In the event all or any portion of said Public Right-of-Way occupied by said Network Facilities shall be needed by CITY for governmental purposes (for example, if and when made necessary by any lawful change of grade, alignment or width of any street, including the construction, maintenance or operation of any underground subway or viaduct by CITY and/or the construction, maintenance or operation of any other CITY underground or aboveground facilities), or in the event of the existence of said Network Facilities shall be considered detrimental to governmental activities, including but not limited to, interference with CITY construction projects, or is in conflict vertically and/or horizontally with any proposed CITY installation, ENCROACHER shall, by written direction of CITY's Public Works Director, remove and relocate said Network Facilities to such other location or locations on said Public Right-of-Way as may be designated by CITY, without cost or expense to CITY. Said removal or relocation shall be completed within ninety (90) days of notification by CITY, except for force majeure events or events beyond the control of ENCROACHER.

6.4 ENCROACHER shall, by a time specified by CITY (subject to force majeure events or events beyond the control of ENCROACHER), protect, support, temporarily disconnect, relocate or remove any of its property when required by CITY or any other governmental entity by reason of traffic conditions; public safety; Public Rights-of-Way construction; Public Rights-of-Way maintenance or repair (including resurfacing or widening); change of Public Rights-of-Way grade; construction, installation or repair of sewers, drains, water pipes, power lines, signal lines, tracks or any other type of government-owned communication system, public work or improvement or any government-owned utility; Public Rights-of-Way vacation; or for any other purpose where the work involved would be aided by the removal or relocation of the Network Facility.

6.5 In those areas and portions of the CITY where the transmission or distribution facilities of either a public utility providing telephone service or those of the utility providing electric service are underground or hereafter may be placed underground, then ENCROACHER

shall likewise construct, operate and maintain all of its Network Facilities underground, except for Facilities which by their nature are placed above ground (e.g., pedestals, pole risers). For the purposes of this subsection, “underground” shall include a partial underground system. The CITY shall not in any manner be responsible for any costs incurred by ENCROACHER in placing ENCROACHER’s facilities underground.

6.6 If any portions of the Network Facilities covered under this Agreement other than redundant facilities or facilities for emergency use are no longer used by ENCROACHER, or are abandoned for a period in excess of one (1) year, ENCROACHER shall notify CITY and shall either promptly vacate and remove the facilities at its own expense or, at the discretion of the City Engineer, may abandon some or all of the facilities in place. Notwithstanding the foregoing, this section shall not apply to Network Facilities installed to meet future demand or needs for capacity.

6.7 When removal or relocation is required under this Agreement, ENCROACHER shall, after the removal or relocation of the Network Facilities, at its own cost, repair and return the Public Right-of-Way in which the facilities were located to a safe and satisfactory condition comparable to or better than the condition of the Public Right-of-Way prior to the start of such removal or relocation work in accordance with the construction-related conditions and specifications as established by CITY consistent with applicable law. Before proceeding with removal or relocation work, ENCROACHER shall obtain and CITY shall issue a street encroachment permit from the CITY. Should ENCROACHER remove the Network Facilities from the Public Right-of-Way, ENCROACHER shall, within ten (10) days after such removal, give notice thereof to CITY specifying the right-of-way affected and the location thereof as well as the date of removal.

6.8 In the event said Network Facilities are not removed or relocated within the timelines specified in any CITY notification, subject to force majeure events or events beyond the control of ENCROACHER, CITY may cause the same to be done at the sole expense of ENCROACHER.

SECTION 7

CONSTRUCTION PERMIT AND FEES

7.1 ENCROACHER shall apply for an encroachment permit (and such other permits as may be required) for all work and each job within the Public Right-of-Way. ENCROACHER shall furnish detailed plans of the work and other such information as required by the City Engineer of CITY and shall pay all processing, field marking, engineering and inspection fees prior to issuance of permit in accordance with the rates in effect at the time of payment.

7.2 Any encroachment permit shall set forth the description of the Network Facilities to be installed and the Public Right-of-Way in which such facilities are to be located. CITY may establish construction-related conditions and specifications in addition to those in this Agreement, and these shall also be set forth in the encroachment permit. Following construction, ENCROACHER shall provide as-builts of the facilities and shall further notify DigAlert of the location of the facilities.

7.3 In addition to any other remedies available in this Agreement or in applicable law, the failure to comply with the terms and conditions of this Agreement may, at CITY’s sole discretion consistent with applicable law, result in withholding issuance of any new encroachment permits and/or other enforcement actions pursuant to the Bradbury Municipal Code.

SECTION 8

PERFORMANCE BOND

8.1 Prior to the issuance of an encroachment permit and undertaking any of the work, installation, improvements, construction, repair, relocation or maintenance authorized by permits issued for Facilities under this Agreement, ENCROACHER shall cause to be furnished a cash deposit or bond executed by a corporate surety or financial institution authorized to do business in the State of California in a sum to be set and approved by the CITY as sufficient to guarantee performance of ENCROACHER's removal and restoration obligations under this Agreement. The cash deposit or bond shall be conditioned so that ENCROACHER shall observe all the covenants, terms, and conditions and faithfully perform all of the obligations of this Agreement with respect to removal, and to erect or replace any defective work or materials discovered in the replacement of CITY's streets or property within a period of one (1) year from the date of completion of removal work under any designated permits, normal wear and tear excepted. This one (1) year period is to guarantee that the work is of good quality and free from any defective or faulty materials or workmanship. ENCROACHER may meet the obligations of this subsection with one or more bonds acceptable to the CITY. In the event that a bond issued pursuant to this subsection is canceled by the surety, after proper notice and pursuant to the terms of said bond, ENCROACHER shall, prior to the expiration of said bond, procure a replacement bond which complies with the terms of this subsection.

8.2 So long as the cash deposit or bond is in place, it may be utilized by the CITY as provided herein for reimbursement of the CITY by reason of ENCROACHER's failure to pay the CITY for actual costs and expenses incurred by the CITY with respect to removal under this Agreement.

8.3 In the event ENCROACHER has been declared by the CITY to be in default of a material provision of this Agreement relating to removal and if ENCROACHER fails, within 30 days of mailing of the CITY's default notice, to perform any of the conditions of this Agreement with respect to removal, or fails to begin to perform any such condition that may take more than thirty (30) days to complete, CITY may thereafter obtain from the cash deposit or bond, after proper claim is made to the surety, an amount sufficient to compensate the CITY for its damages. Upon such withdrawal from the cash deposit or bond, the CITY shall notify ENCROACHER in writing, by First Class Mail, postage prepaid, of the amount withdrawn and the date thereof.

8.4 Thirty (30) days after the CITY's mailing of notice of the cash deposit or bond forfeiture or withdrawal authorized herein, ENCROACHER shall deposit such further cash or bond, or other security, as the CITY may require, which is sufficient to meet the requirements of this Agreement.

8.5 The rights reserved to the CITY with respect to any cash deposit or bond are in addition to all other rights of the CITY whether reserved by this Agreement or authorized by law, and no action, proceeding, or exercise of a right with respect to any cash deposit or bond shall constitute an election or waiver of any rights or other remedies the CITY may have.

SECTION 9

DAMAGE TO FACILITIES IN PUBLIC RIGHT-OF-WAY

9.1 ENCROACHER shall be responsible for any damage to CITY street pavements,

existing utilities, curbs, gutters, sidewalks and all other public or private facilities due to its construction, operation, installation, maintenance, repair or removal of its Network Facilities in Public Right-of-Way, and shall repair, replace and restore in kind the said damaged facilities at its sole expense.

9.2 Any premature deterioration of surface and subsurface improvements, such as pavement or concrete over the facility or trench or adjacent area, or reduction in the life of the Public Right-of-Way as determined by City Engineer, normal wear and tear excepted, which results from ENCROACHER's acts or omissions shall be the responsibility of ENCROACHER. ENCROACHER shall complete all necessary repairs within thirty (30) days of notification by City Engineer. If ENCROACHER fails to make repairs within thirty (30) days of notice, CITY may have repairs made with the cost being billed to ENCROACHER. If the repair cannot fully reverse the deterioration or loss of life, the CITY may require ENCROACHER to pay for the damage suffered as a result. This obligation shall extend for a period not to exceed one year from the date of completion of work by ENCROACHER under CITY's encroachment permit.

SECTION 10

PARTICIPATION WITH OTHER UTILITIES

10.1 ENCROACHER agrees to cooperate in the planning, locating and constructing of its Network Facilities in utility joint trenches or common duct banks with other similar utilities providers and to participate in cost-sharing for the joint trench and ducts, when two or more telecommunications service providers are proposing Network Facilities in the same Public Right-of-Way or when an underground project is being planned by CITY.

10.2 The requirements of this section shall not apply when ENCROACHER's excavation work is due to an emergency or other maintenance or repair event that requires urgent action.

SECTION 11

MAPS, RECORDS AND FIELD LOCATIONS

11.1 ENCROACHER shall maintain accurate maps and improvement plans of said Network Facilities located within the City of Bradbury. ENCROACHER shall, upon demand of the City Engineer, deliver to Bradbury City Hall free of charge within thirty (30) days after such demand, such maps and plans as may be required to show in detail the exact location, size, depth, and description of all Network Facilities installed within said Public Right-of-Way. ENCROACHER shall also submit the plan to CITY in digital electronic format as specified by CITY.

11.2 ENCROACHER shall be a member of DigAlert (USA), the regional notification center for subsurface installations, and shall field mark, at its sole expense, the locations of its underground Network Facilities upon notification in accordance with the requirements of Section 4216 of the State of California Government Code, as it now reads or may herein after be amended.

11.3 ENCROACHER shall provide books and records for copying and inspection by CITY, and ENCROACHER's facilities shall be subject to such inspection by the CITY, as the CITY finds appropriate to request in the exercise of its rights under this Agreement and its jurisdiction over ENCROACHER.

SECTION 12
HOLD HARMLESS AND INDEMNIFICATION

12.1 ENCROACHER, jointly and severally, for itself, its successors, agents, subcontractor and employees, agrees to indemnify, defend (with reasonable notice to ENCROACHER and with counsel reasonably acceptable to CITY) and hold harmless CITY, its officers, employees and agents and any successors to CITY's interests (collectively "MUNICIPALITY") from and against any and all claims, demands, losses, damages, liabilities, fines, penalties, charges, administrative and judicial proceedings and orders, judgments, remedial actions of any kind, and all costs and cleanup actions of any kind, all costs and expenses incurred in connections therewith, including, without limitation, reasonable attorney's fees and costs of defense (collectively, the "Losses") arising directly or indirectly out of ENCROACHER's activities or Network Facilities described in this Agreement and/or the installation, construction, operation, maintenance, removal and/or repair of the improvement and facilities thereto. However, ENCROACHER shall not indemnify MUNICIPALITY for Losses arising directly or indirectly, from the MUNICIPALITY's gross negligence or willful misconduct. CITY shall not be responsible for any damages, losses, or liability of any kind occurring by reason of anything done or omitted to be done by MUNICIPALITY, except for acts which constitute the CITY's gross negligence or willful misconduct, or by any third party, including, without limitation, damages, losses or liability arising from the issuance by the MUNICIPALITY of a permit or approval to any third party or any interruption in service.

12.2 ENCROACHER, for itself and its successors and assigns, hereby waives all claims and causes of action, whether now existing or hereafter arising, against MUNICIPALITY, for damages, physical or otherwise, to any of the facilities covered by this Agreement from any cause whatsoever excluding those arising as a result of the MUNICIPALITY's gross negligence or willful misconduct. Under no circumstances shall either party be liable to the other party or otherwise be responsible for any loss of service downtime, lost revenue or profits, third-party damages, or punitive, consequential or special damages under any theory of liability.

SECTION 13
INSURANCE

13.1 Types; Amounts. ENCROACHER shall procure and maintain, and shall require its contractors to procure and maintain, during construction of any Public Improvement pursuant to this Agreement, insurance of the types and in the amounts described below ("Required Insurance"). If any of the Required Insurance contains a general aggregate limit, such insurance shall apply separately to this Agreement or be no less than two times the specified occurrence limit.

13.1.1 General Liability. ENCROACHER and its contractors shall procure and maintain occurrence version general liability insurance, or equivalent form, with a combined single limit of not less than \$1,000,000 per occurrence for bodily injury, personal injury, and property damage.

13.1.2 Business Automobile Liability. ENCROACHER and its contractors shall procure and maintain business automobile liability insurance, or equivalent

form, with a combined single limit of not less than \$1,000,000 per occurrence. Such insurance shall include coverage for the ownership, operation, maintenance, use, loading, or unloading of any vehicle owned, leased, hired, or borrowed by the insured or for which the insured is responsible.

13.1.3 Workers' Compensation. ENCROACHER and its contractors shall procure and maintain workers' compensation insurance with limits as required by the Labor Code of the State of California and employers' liability insurance with limits of not less than \$1,000,000 per occurrence, at all times during which insured retains employees.

13.1.4 Professional Liability. For any consultant or other professional who will engineer or design the Public Improvements, liability insurance for errors and omissions with limits not less than \$1,000,000 per occurrence, shall be procured and maintained for a period of five (5) years following completion of the Public Improvements. Such insurance shall be endorsed to include contractual liability.

13.2 Deductibles. Any deductibles or self-insured retentions must be declared to and approved by CITY. At the option of CITY, either: (a) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects MUNICIPALITY; or (b) ENCROACHER and its contractors shall provide a financial guarantee satisfactory to City guaranteeing payment of losses and related investigation costs, claims, and administrative and defense expenses.

13.3 Additional Insured; Separation of Insureds. The Required Insurance shall name MUNICIPALITY as additional insureds with respect to work performed by or on behalf of ENCROACHER or its contractors, including materials, parts, or equipment furnished in connection therewith. The Required Insurance shall contain standard separation of insureds provisions, and shall contain no special limitations on the scope of its protection to MUNICIPALITY.

13.4 Primary Insurance; Waiver of Subrogation. The Required Insurance shall be primary with respect to any insurance or self-insurance programs covering MUNICIPALITY. All policies for the Required Insurance shall provide that the insurance company waives all right of recovery by way of subrogation against MUNICIPALITY in connection with any damage or harm covered by such policy.

13.5 Certificates; Verification. ENCROACHER and its contractors shall furnish CITY with original certificates of insurance and endorsements effecting coverage for the Required Insurance. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf. All certificates and endorsements must be received and approved by CITY before work pursuant to this Agreement can begin. CITY reserves the right to require complete, certified copies of all required insurance policies, at any time.

13.6 Term; Cancellation Notice. ENCROACHER shall maintain the Required Insurance for the term of this Agreement and shall replace any certificate, policy, or endorsement which will expire prior to that date. ENCROACHER shall ensure any contractors who perform work for ENCROACHER in the Public Rights-of-Way also maintain the Required Insurance.

ENCROACHER shall provide City thirty (30) days prior written notice of the suspension, expiration, cancellation or reduction below the minimums set forth in this Section 13 for all applicable policies.

13.7 Insurer Rating. Unless approved in writing by CITY, all Required Insurance shall be placed with insurers licensed to do business in the State of California and with a current A.M. Best rating of at least A:VIII.

SECTION 14 **ASSIGNMENT**

14.1 ENCROACHER shall not assign, sublet or transfer any interest in this Agreement nor the performance of any ENCROACHER's obligations hereunder, without the prior written consent of CITY, which shall not be unreasonably withheld, and any attempt by ENCROACHER to so assign this Agreement or any rights, duties or obligations arising hereunder shall be void and of no effect. The transfer of the rights and obligations of ENCROACHER to a parent, successor, subsidiary, or other affiliate of ENCROACHER shall not be deemed an assignment for the purposes of this section. For the purposes of this section, the leasing or granting in the ordinary course of business of indefeasible rights of use or similar rights in dark fiber, fiber optic capacity, conduit and other network elements shall not require the express consent of the CITY, so long as ENCROACHER remains solely responsible for locating, placing, installing, maintaining, relocating and removing the Facilities.

SECTION 15 **TERM AND TERMINATION**

15.1 This Agreement shall terminate ten (10) years from the Effective Date unless renewed in writing prior to said termination date, except that this Agreement may be terminated sooner under the following circumstances and consistent with applicable law.

- a. This Agreement may be terminated by CITY upon approval of the City Engineer and at least thirty (30) days written notice to ENCROACHER if CITY reasonably determines that the provisions herein interfere with the use or disposal of said Public Right-of-Way or any part thereof by CITY. Where only a portion of ENCROACHER's Network Facilities interferes with the use or disposal of said Public Right-of-Way, CITY shall allow ENCROACHER to relocate the said portion in accordance with this Agreement.
- b. This Agreement may be terminated by CITY for failure, neglect or refusal by ENCROACHER to fully and promptly comply with any and all of the conditions of this Agreement, or for nonuse in accordance with Section 6.6 herein, upon thirty (30) days written notice, unless ENCROACHER confirms with thirty (30) days of receipt of the notice that the cited condition has ceased, been corrected or, subject to CITY's agreement is diligently being pursued by ENCROACHER, which agreement shall not be unreasonably withheld.
- c. The Agreement may be terminated if the CITY determines in its good faith

judgment and after conducting reasonable due diligence that any material term hereof is unenforceable.

- d. ENCROACHER and CITY agree to renegotiate this Agreement in good faith if required for CITY to comply with 47 U.S.C. 253, or any similar provision of federal or state law.
- e. This Agreement may be terminated if the Certificate of Public Convenience and Necessity terminates, is revoked, or is abandoned.

15.2 Upon termination of the Agreement, and upon written request by CITY, ENCROACHER, at its own cost and expense, agrees to remove, or at CITY's discretion, abandon in place some or all of its Network Facilities from the Public Right-of-Way and restore the Public Right-of-Way as set forth in the Removal and Relocation provisions of this Agreement. Should ENCROACHER in such event fail, neglect or refuse to make such removals or restoration within one hundred eighty (180) days of CITY's written request, at the sole option of CITY, such removal and restoration may be performed by CITY at the expense of ENCROACHER, which actual expense including administrative and legal costs ENCROACHER agrees to pay CITY upon demand. If City allows ENCROACHER to abandon its Network Facilities in place, title to those Network Facilities shall pass to CITY and ENCROACHER shall, upon demand, promptly execute and deliver to CITY all documentation necessary to effectuate such transfer of ownership of the Network Facilities. Upon such transfer of ownership after abandonment and acceptance by CITY, ENCROACHER shall have no further obligations or liabilities under this Permit, with the exception of the repair obligations delineated in Section 9 above.

SECTION 16

NOTICES

16.1 ENCROACHER's Network Operations Center shall be available to CITY staff 24 hours a day, 7 days a week, regarding problems or complaints resulting from the facilities installed pursuant to this Agreement and may be contacted by telephone at (XX) XXX-XXXX regarding such problems or complaints. ENCROACHER shall promptly respond to such call(s) and perform the required repair or correct any adverse impact to CITY's use or operations or the use or operations of a third party caused by ENCROACHER's Network Facilities in the Public Right(s)-of-Way at no cost to CITY, except as otherwise set forth in this Agreement.

16.2 All notices given or which may be given pursuant to this Agreement shall be in writing and transmitted by United States mail or by private delivery systems if followed by the other of United States mail or by private delivery systems as follows:

To CITY at:

City of Bradbury
Attn: City Engineer
600 Winston Avenue
Bradbury, CA 91008

To ENCROACHER at:

XXXXXX
XXXXXXXXXXXXX
XXXXXXXXXXXXX
XXXXXXXXXXXXX

SECTION 17
MISCELLANEOUS

17.1 This Agreement contains the entire understanding between the parties with respect to the subject matter herein. There are no representations, agreements or understandings (whether oral or written) between or among the parties relating to the subject matter of this Agreement which are not fully expressed herein. This Agreement may be not amended except pursuant to a written instruction signed by all parties.

17.2 The failure of either party hereto to enforce any of the provisions of this Agreement, or the waiver thereof in any instance shall not be construed as a general waiver or relinquishment on its part of any such provision, but the same shall nevertheless be and remain in full force and effect.

17.3 This Agreement may be executed in one or more counterparts, all of which taken together shall constitute one and the same instrument.

(signatures on next page)

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in duplicate.

CITY
City of Bradbury, A California Municipal
Corporation

ENCROACHER

APPROVED:

Kevin Kearney, City Manager

By: _____

Name: _____

Title: _____

Date: _____

APPROVED AS TO CONTENT:

By: _____

Name: _____

Title: _____

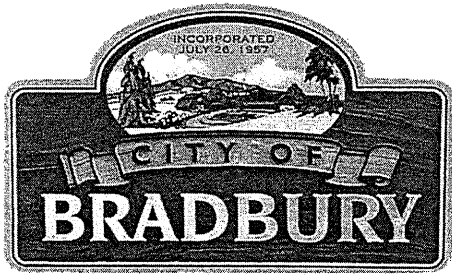
Date: _____

David Gilbertson
City Engineer

(NOTE: Signatures must be notarized)

APPROVED AS TO FORM:

Cary Reisman
City Attorney



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

City of Bradbury Agenda Memo

TO: Honorable Mayor and Members of the City Council
FROM: Kevin Kearney, City Manager
DATE: April 16, 2019
SUBJECT: **SEWER PROJECT BUDGET CARRYOVERS**

SUMMARY

Occasionally, the City Council will authorize changes in funding of ongoing projects. Generally Accepted Accounting Standards require that formal amendments be made to the City's Budget to memorialize these changes. Staff recommends that the City Council approve the following additional carryovers to the 2018 – 2019 Budget:

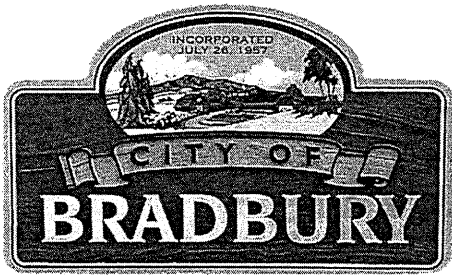
- **Mt. Olive Drive:** This project was completed in fiscal year 2016-2017; however, additional charges were incurred in 2018-2019. Staff recommends that the City Council allocate an additional \$9,760 (\$8,878 for annexation fees and \$887 for RKA charges) to the 2018-2019 budget account 206-50-7600
- **Mt. Olive Lane:** This project was originally funded in fiscal year 2017 – 2018 for \$551,502. Staff recommends that the City Council carryover \$537,807 to the 2018 – 2019 budget account 206-50-7601.
- **Winston Avenue:** This project was originally funded in fiscal year 2017 – 2018 and completed in fiscal year 2018 – 2019 at a total cost of \$563,891. Staff recommends that the City Council carryover \$444,991 and allocate an additional \$47,591 for a total of \$492,582 to budget account 206-50-7606

FINANCIAL ANALYSIS

Funds are available from all of the proposed sources and expenditures have been made in accordance with prior City Council discussion.

STAFF RECOMMENDATION

It is recommended that the City Council approve the proposed amendments to the 2018 – 2019 Budget.



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

City of Bradbury Agenda Memo

TO: Honorable Mayor and Members of the City Council

FROM: Kevin Kearney, City Manager

DATE: April 16, 2019

SUBJECT: **RESOLUTION NO. 19-09: AMENDING THE 2018-2019 BUDGET TO INCORPORATE A LIST OF PROJECTS FUNDED BY SB1: THE ROAD REPAIR AND ACCOUNTABILITY ACT**

ATTACHMENTS: 1. Resolution No. 19-09

SUMMARY

With the passage of Senate Bill 1, the City of Bradbury has been receiving restricted funds. Staff anticipates the fund balance at June 30, 2019 to be approximately \$21,623. Previously the City Council adopted two resolutions allocating a total of \$15,000 of these funds to the Citywide Slurry Seal Project. A previous agenda item recommended entire \$21,623 be allocated to the project. Staff recommends the adoption of Resolution No. 19-09, which allocates the remaining \$6,623 of SB1 funds to the Citywide Slurry Seal Project.

DISCUSSION

Last year the Legislature passed and the Governor signed Senate Bill 1 (SB1), which has begun providing funding to the City of Bradbury to improve local streets, roads and increase mobility options through walking, biking and transit infrastructure. Funds received by June 30, 2019 are estimated to total \$21,623. The City must also adopt a resolution by April 30, 2019, which outlines what the funds will be spent on, or else risk losing the funding.

Previously, the City Council adopted resolutions R17-16 and R18-10, each allocating \$7,500 to the Citywide Slurry Seal Project for a total of \$15,000. A previous agenda item recommended entire \$21,623 be allocated to the project. Staff recommends the adoption

FOR CITY COUNCIL AGENDA 4-16

AGENDA ITEM # 1.H

of Resolution No. 19-09, which allocates the remaining \$6,623 of SB1 funds to the Citywide Slurry Seal Project.

FINANCIAL ANALYSIS

The total maximum costs for Citywide slurring is \$329,940 and is funded from various restricted funds. The entire allocation of SB1 Funds of \$21,623 is needed for this project. All SB1 Funds are required to be allocated separately by resolution. Previously, the City Council adopted resolutions R17-16 and R18-10, each allocating \$7,500 to the Citywide Slurry Seal Project for a total of \$15,000. The Council must allocate the remaining \$6,623 by resolution.

STAFF RECOMMENDATION

It is recommended that City Council review this report and adopt Resolution No. 19-09, which recognizes SB1's funding allocation of \$6,623 to the City of Bradbury and allocates these funds toward the Citywide Slurring Seal Project Design.

ATTACHMENT #1

RESOLUTION NO. 19-09

RESOLUTION ADOPTING A LIST OF PROJECTS FOR FISCAL YEAR 2019-20 FUNDED BY SB 1: THE ROAD REPAIR AND ACCOUNTABILITY ACT

WHEREAS, Senate Bill 1 (SB 1), the Road Repair and Accountability Act of 2017 (Chapter 5, Statutes of 2017) was passed by the Legislature and Signed into law by the Governor in April 2017 in order to address the significant multi-modal transportation funding shortfalls statewide; and

WHEREAS, SB 1 includes accountability and transparency provisions that will ensure the residents of our City of Bradbury are aware of the projects proposed for funding in our community and which projects have been completed each fiscal year; and

WHEREAS, the City of Bradbury must adopt by resolution a list of all projects proposed to receive funding from the Road Maintenance and Rehabilitation Account (RMRA), created by SB 1, in the City of Bradbury budget, which must include a description and the location of each proposed project, a proposed schedule for the project's completion, and the estimated useful life of the improvement; and

WHEREAS, the City of Bradbury, will receive an estimated \$19,000 in RMRA funding in Fiscal Year 2019-20 from SB 1; and

WHEREAS, this is the third year in which the City is receiving SB1 funding and will enable the City to continue essential road maintenance and rehabilitation projects, safety improvements, repairing and replacing aging bridges, and increasing access and mobility options for the traveling public that would not otherwise been possible without SB1; and

WHEREAS, the City used a Pavement Management System to develop the SB1 project list to ensure that revenues are being used on the most high-priority and cost effective projects that also meet the communities priorities for transportation investment; and

WHEREAS, the funding from SB1 will help the City maintain and rehabilitate all of its streets/roads pursuant to the Citywide Slurry Seal Project recently publicly bid.

WHEREAS, the 2018 California Statewide Local Streets and Roads Needs Assessment found that the City streets are in good condition and this revenue will help us increase the overall quality of our roads system and over the next decade will bring our streets and roads into excellent condition; and

WHEREAS, the SB1 project list and overall investment in our local streets and roads infrastructure with a focus on basic maintenance and safety, investing in complete streets infrastructure, and using cutting edge technology, materials and practices, will have significant positive co-benefits statewide.

NOW, THEREFORE IT IS HEREBY RESOLVED, ORDERED AND FOUND by the City Council of the City of Bradbury, State of California, as follows:

1. The foregoing recitals are true and correct.
2. The following list of proposed projects will be funded in-part with fiscal year 2019-20 Road Maintenance and Rehabilitation Account revenues:

FY 2019-20 Citywide Slurry Seal Project \$6,623 *with an estimated useful life of 7 years, construction to begin in June 2019 and be completed during the 2019-20 fiscal year.*

3. The following previously proposed and adopted projects may utilize fiscal year 2019-20 Road Maintenance and Rehabilitation Account revenues in their delivery. With the relisting of these projects in the adopted fiscal year resolution, the City is reaffirming to the public and the State our intent to fund these projects with Road Maintenance and Rehabilitation Account revenues:

FY 2017-18 Citywide Slurry Seal Project \$7,500 *with an estimated useful life of 7 years, construction to begin in June 2019 and be completed during the 2019-20 fiscal year.*

FY 2018-19 Citywide Slurry Seal Project \$7,500 *with an estimated useful life of 7 years, construction to begin in June 2019 and be completed during the 2019-20 fiscal year.*

PASSED AND ADOPTED by the City Council of the City of Bradbury, State of California this 16th day of April, 2019, by the following vote:

MAYOR – CITY OF BRADBURY

ATTEST:

CITY CLERK – CITY OF BRADBURY

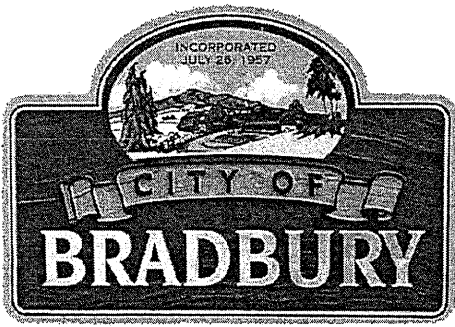
"I, Claudia Saldana, City Clerk, hereby certify that the foregoing Resolution, being Resolution No. 18-10, was duly adopted by the City Council of the City of Bradbury, California, at a regular meeting held on the 16th day of April, 2019 by the following roll call vote:"

AYES:

NOES:

ABSENT:

CITY CLERK – CITY OF BRADBURY



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

City of Bradbury Agenda Memo

TO: Honorable Mayor and Members of the City Council

FROM: Kevin Kearney, City Manager

INITIATED BY: David Gilbertson, City Engineer
Cody Howing, Deputy City Engineer

DATE: April 16, 2019

SUBJECT: **Award of Bid: 2018-19 Citywide Slurry Seal Project**

ATTACHMENT: 1) Bid Summary

SUMMARY

The 2018-19 Slurry Seal Project was advertised on February 26, 2019 and bids were opened on March 12, 2019 with Pavement Coatings Company being the lowest responsible and responsive bidder. It is recommended that the City Council approve the overall costs of the Citywide Slurry Seal Project for a projected cost of either \$323,940 or \$329,940, depending on how the City Council desires to proceed with Lemon Avenue. Of the total amount, it is recommended that the City Council award a contract to Pavement Coatings Company in the amount of \$275,400.

The overall cost of the program can be covered with the City's restricted funds.

ANALYSIS

The project consists of crack seal, slurry seal application and re-establishment of striping and markings of all public roads within the City limits. Also included in the proposed improvements is reconstruction of a portion of the City Hall east parking lot. Both City Hall parking lots will receive slurry seal application as well.

Staff completed plans and specifications for bidding purposes and on March 12, 2019 bids were received. A total of four bids were received ranging between \$275,400.00 and \$358,686.00 with the lowest responsible bid submitted by Pavement Coatings Company. The lowest bid is \$40,400.00 (17%) over the original construction cost estimate for the project, however given the continued growth and demand for slurry seal and increased cost of labor and materials, costs continue to grow. The contractor's

FOR CITY COUNCIL AGENDA 4-16

AGENDA ITEM # 2

license and references were checked and found to be satisfactory. The bid summary sheet has been attached for Council's review.

Currently, a line exists in the middle of Lemon Avenue where Bradbury last performed a street slurry seal. The line distinguishes the boundaries between the Cities of Bradbury and Monrovia. To eliminate the distinctive line, Bradbury would have offered to slurry seal both the Bradbury portion and the Monrovia portion of the street; however, Monrovia plans to resurface their part of the street in late 2019. As such, Bradbury's efforts to slurry seal Monrovia's portion at this time would only be temporary.

The City of Bradbury has the opportunity to partner with the City of Monrovia on their upcoming pavement resurfacing project; however, this will be at an additional cost. Following completion of the reconstruction work, under Monrovia's construction contract, the full width of the street would receive application of a slurry seal.

FINANCIAL REVIEW

The total project cost is anticipated to be either \$323,940 or \$329,940, depending on how the City Council desires to proceed with Lemon Avenue. The cost exceeds the amount initially budgeted, but the total can be fully covered by restricted funding. An updated cost estimate of the proposed project, based on costs spent to date, and estimated future costs, is broken down in the following table:

TABLE 1 - TOTAL ESTIMATED PROJECT COSTS		
1.	CONSTRUCTION	\$275,400
2.	10% CONTINGENCY	\$27,540
3.	PLANS, SPECIFICATIONS & COST ESTIMATE (PS&E) PREPARATION	\$9,000
4.	CONSTRUCTION MANAGEMENT, AND INSPECTION (CM)	\$12,000
TOTAL		\$323,940
5	Optional Monrovia Slurry Seal	\$6,000
OPTIONAL TOTAL		\$329,940

The City currently has \$149,936 budgeted for this project from the following restricted funds:

- Gas Tax Fund: \$44,000
- Prop. C Fund: \$70,000
- Measure R Fund: \$35,936

The current budget also includes funds in the amount of \$78,432 for the Royal Oaks North Curb Extension Program. Due to project delays, Staff recommends reallocating these funds to the Citywide Slurry Seal project. These funds include:

- Gas Tax Fund: \$45,658
- STPL Funds: \$32,774

An additional \$95,572 or \$101,572 can be appropriated as follows to cover the remaining amount. The variation in amount is contingent upon the City Council's decision on the optional partnership with Monrovia for Lemon Avenue:

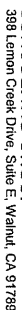
- Gas Tax Fund: \$12,741 or \$18,741 *Difference is contingent on Lemon Ave. decision*
- SB1 Fund: \$21,623
- Prop. C Fund: \$ 3,867
- Measure R Fund: \$52,827
- Measure M Fund: \$ 4,514

STAFF RECOMMENDATION

Staff recommends that the City Council:

1. Award the 2018-19 Slurry Seal Project in the amount of \$275,400.00 (base bid plus a 10% contingency); and
2. Reject all other bids, and
3. Approve staff to issue change orders not to exceed 10% of the project budget (\$27,540), and
4. Reallocate \$45,658 from the Gas Tax Fund and \$32,774 from the STPL Fund from the Royal Oaks North Curb Extension to the Citywide Slurry Seal Project, and
5. Appropriate additional funds as follows: Gas Tax Fund - \$18,741* or \$12,741*
depending on Lemon Ave. decision; SB1 Fund - \$21,623; Prop. C Fund - \$3,867; Measure R Fund - \$52,827; Measure M Fund - \$4,514.

ATTACHMENT #1



FAX (909) 594-2658

TIME:
PLACE:

Summary of proposals received for 2018-2019 Slurry Seal Project

Sheet: 1 of 1
Computed By: DA

398 Lemon Creek Drive, Suite E, Walnut, CA 91789													
Sheet: 1 of 1 Computed By: DA													
				Engineer's Estimate		Pavement Coatings Co. 10240 San Sevaine Way Mira Loma, CA 91752 CSLBRH03609		All American Asphalt 400 East Sixth Street Corona, CA 92879 CSLBR267073		Mission Paving and Sealing, Inc 12747 Schabrum Ave Inverdale, CA 91706 CSLBR624257		Doug Martin Contracting Company 220 E Foundation Ave La Habra, CA 90631 CSL#470131	
Item No.	Description	Quantity	Unit	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total
1	Bonding, NPDES Requirements, Mobilization, Traffic Control and Site Safety	1	L.S	30,000.00	30,000.00	42,500.00	42,500.00	37,144.99	37,144.99	23,900.00	23,900.00	41,500.00	41,500.00
2	Slurry Seal	420	ELT	300.00	126,000.00	315.00	132,300.00	325.11	136,546.20	375.00	157,500.00	410.60	172,452.00
3	Striping, Markings, and Legends	1	L.S	40,200.00	40,200.00	55,000.00	55,000.00	55,674.54	55,674.54	78,467.00	78,467.00	76,334.00	76,334.00
4	Remove Existing AC Pavement, Base Material and Subgrade to a Depth of 6", and Construct 6" AC	3400	SF	6.00	20,400.00	8.00	27,200.00	8.21	27,914.00	9.50	32,300.00	12.00	40,800.00
5	Remove Existing AC Pavement, Base Material and Subgrade to a Depth of 12", and Construct 4" AC Pavement over 8" Compacted Soil	2300	SF	8.00	18,400.00	8.00	18,400.00	12.28	28,244.00	10.75	24,725.00	12.00	27,600.00
Total Base Bid				\$	235,000.00	\$	275,400.00	\$	285,423.73	\$	316,892.00	\$	358,686.00
Amount of Proposal Guarantee										10%			
Surety										The Ohio Casualty Insurance Company			
										Fidelity and Deposit Company of Maryland			
Comments										Lowest Bidder			