

# **AGENDA**

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

## **OPEN SESSION 7:00 PM**

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

### **CALL TO ORDER/PLEDGE OF ALLEGIANCE**

### **ROLL CALL**

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

### **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.*

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

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### **ACTION ITEMS\***

#### **1. CONSENT CALENDAR**

***All items on the Consent Calendar are considered by the City Council to be routine and will be enacted by one motion unless a Council Member request otherwise, in which case the item will be removed and considered by separate action.***

***All Resolutions and Ordinances for Second Reading on the Consent Calendar, the motion will be deemed to be “to waive the reading and adopt.”***

- A. Minutes – Regular Meeting of June 18, 2019
- B. Resolution No. 19-18: Demands and Warrants for July 2019
- C. Monthly Investment Report for the month of June 2019
- D. Resolution No. 19-19: A Resolution of the City Council of the City of Bradbury, California Authorizing the Signatures for Accounts in the Name of the “City of Bradbury”
- E. Adoption of an Environmentally Preferred Procurement Policy
- F. Appointment of Public Safety Committee Seats

**2. Presentation: Upper San Gabriel Valley Water District’s “State of the District”**

A representative from the Upper San Gabriel Valley Water District will provide information on their State of the District.

**3. Proposed Rate Increase for Animal Control Services through the Pasadena Humane Society**

The Pasadena Humane Society recently advised the City that the current agreement expired on June 30, 2019. As part of the contract renewal, the Pasadena Humane Society is proposing rate increases to continue their services. It is recommended to solicit bids from surrounding animal control organizations and send the item to the Public Safety Committee for further analysis and review.

**4. Discussion on the City’s Property Maintenance Standards: Trailers, Oversized Vehicles & Pavement Parking**

This report provides an overview of the City’s property maintenance standards on parking and storage of trailers and oversized vehicles. It also reviews parking standards on vehicles on private property. It is recommended that the City Council direct Staff on how to proceed if changes are desired to the current Municipal Code.

**5. Award of Bid and Approval for an Environmental Consultant Contract and Approval of a Reimbursement Agreement for a Proposed Subdivision and Development Project Known as the “Chadwick Ranch Estates” in the Bradbury Foothills**

Nevis Capital, LLC owns 111 acres in the foothills of the City of Bradbury and has filed an application to develop the property. This item adopts the contract between Nevis Capital LLC and the City to start the processing of the project’s application. This item also awards the bid and adopts the contract between the City and UltraSystems Environmental, Inc. to assist with processing the project’s Environmental Impact Report.

**6. City Council Liaisons for Fiscal Year 2019/2020, and Consideration of Resolution No. 19-20 Pertaining to the Appointments to the San Gabriel Valley Council of Governments**

This item prompts the City Council to discuss the 2019/2020 organization and association assignments. It is recommended that the City Council designate City Council members to organizations and associations and adopt Resolution No. 19-20.

**7. Discussion on a Joint City Council & Planning Commission Retreat**

At the June meeting, the City Council requested a discussion on a joint City Council and Planning Commission retreat. The City Council should direct Staff on how to proceed with a retreat.

**8. Matters from the City Manager**

**9. Matters from the City Attorney**

**10. Matters from the City Council**

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

**Mayor Hale**

**Mayor Pro-Tem 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*

**Councilmember 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*

**11. Items for Future Agendas**

**CLOSED SESSION**

**CALL TO ORDER/ROLL CALL**

**PUBLIC COMMENT – REGARDING CLOSED SESSIONS ONLY**

**RECESS TO CLOSED SESSION:**

**A. Conference with Labor Negotiator:**

Government Code Section 54957.6

City Representative: City Attorney Cary Reisman

Unrepresented Employee: City Manager

## OPEN SESSION

### **Oral Recommendations Regarding Proposed Changes to Salary and/or Fringe Benefits of City Manager**

Discussion and possible approval of changes to salary and/or fringe benefits of City Manager

### **ADJOURNMENT**

The City Council will adjourn to a Regular Meeting at the Bradbury Civic Center, 600 Winston Ave., Bradbury, CA 91008 on Tuesday, August 20, 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, June 12, 2019, at 5:00 p.m."*



**CITY CLERK - CITY OF BRADBURY**

**MINUTES OF A REGULAR MEETING OF THE  
CITY COUNCIL OF THE CITY OF BRADBURY  
HELD ON TUESDAY, JUNE 18, 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. The Pledge of Allegiance was led by Councilmember Lewis.

**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

**CITY COUNCIL REORGANIZATION -  
APPOINTMENT OF MAYOR AND  
MAYOR PRO-TEM:**

Councilmember Lewis made a motion to nominate Mayor Pro-Tem Hale for the position of Mayor. Councilmember Lathrop seconded the motion which carried. There were no further nominations

Councilmember Barakat made a motion to nominate Councilmember Lewis for the position of Mayor Pro-Tem. Mayor Hale seconded the motion which carried. There were no further nominations.

**NEW ROLL CALL:**

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

**APPROVAL OF AGENDA:**

Mayor Pro-Tem Lewis made a motion to approve the agenda to proceed with City business. Councilmember Barakat seconded the motion which carried.

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

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

City Attorney Reisman stated that he was aware of none.

**PUBLIC COMMENT:**

Ann Armstrong, 1775 Royal Oaks Drive North, addressed the City Council regarding the replacement of telephone poles by Southern California Edison (SCE). Henkels & McCoy, the contractor doing the work for SCE, has not been very good at giving advanced notice to the residents of Woodlyn Lane regarding pole replacements and/or street closures.

**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 May 21, 2019
- B. Resolution No. 19-12: Demands & Warrants for June 2019
- C. Monthly Investment Report for the month of May 2019
- D. Resolution No. 19-13: Approval of Gann Appropriation Limit for FY 2019-2020
- E. Adoption of the Municipal Law Enforcement Services Agreement by and between the County of Los Angeles and the City of Bradbury
- F. Adoption of Resolution No. 19-14 in Support of Balanced Energy Solutions and Local Choice

**ITEM #F PULLED FROM  
CONSENT CALENDAR:**

Councilmember Lathrop pulled item F (Resolution No. 19-14 in support of Balanced Energy Solutions and Local Choice) from the Consent Calendar for discussion.

**MOTION TO APPROVE  
CONSENT CALENDAR  
MINUS ITEM F:**

Councilmember Barakat made a motion to approve the Consent Calendar (minus Item F - Resolution No. 19-14). Mayor Pro-Tem Lewis seconded the motion, which was carried by the following roll call vote:

**APPROVE**

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

NOES: None

ABSENT: None

Motion passed 5:0

**DISCUSSION REGARDING  
RESOLUTION NO. 19-14:**

Councilmember Lathrop suggested to amend the Resolution to read as follows: "That the City of Bradbury supports balanced energy solutions that provide it with the decision-making authority and resources needed to achieve the state's climate goals and opposed proposed state legislation and policy that eliminate local control by mandating technologies that can be used to power ~~residences~~ power buildings and fuel vehicles, and also meet or exceed emissions reductions regulations." The City Council agreed with the change.

**MOTION TO APPROVE  
CONSENT CALENDAR  
ITEM F ONLY:**

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

**APPROVED:**

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

NOES: None

ABSENT: None

Motion passed 5:0

**RESOLUTION NO. 19-15 –  
TENTATIVE PARCEL MAP NO. 73889  
FOR A TWO LOTS FROM ONE LOT,  
FLAG-LOT SUBDIVISION AT  
637 FAIRLEE AVENUE:**

City Planner Kasama stated that the Planning Commission held a public hearing for the proposed subdivision at 637 Fairlee Avenue at its March 27, 2019 meeting, and adopted Resolution No. PC 19-281 to recommend denial of the proposed subdivision. The Commission found that the two new lots will not accommodate the allowed uses in a manner that is consistent with the development pattern of the neighborhood.

**PROJECT DESCRIPTION:**

City Planner Kasama stated that the subject property is a 43,487 square foot lot in the R-20,000 zone. Mr. Manoj Patel, the owner of 637 Fairlee Avenue, submitted the proposed Tentative Tract Map No. 73889 to subdivide the property into two lots of 20,012 Feet (Lot 1) and 23,475 square feet (Lot 2). The proposed subdivision would create a flag lot (Lot 2) at the rear portion of the property. The proposed subdivision has been reviewed by the Fire Department and the relevant utility companies and has been issued preliminary approvals.

**FLAG LOTS:**

The proposed Lot 2 will be a flag lot, for which access is to be provided by a 20-foot wide driveway/fire lane along the southerly side of the property. Flag lots are allowed by the Bradbury Development Code, but due to concerns of potential adverse impacts resulting from flag lots, the Development Code includes provisions for the disapproval of flag lots. Section 9.145.290 of the Development Code provides the following:

*The City Council may disapprove the platting of flag lots where this design is not justified by topographic conditions or the size and shape of the division of land, or where this design is in conflict with the pattern of neighborhood development. If flag lots are approved, the access strip for each lot shall be at least ten feet in width where the fire access strip is situated contiguous to other such access strips, so as to form a common driveway, and at least 20 feet in width or minimum fire access if greater, where the strip is not situated contiguous to other such access strips, unless the Subdivision Committee recommends the approval of lesser widths because of topographic conditions or the size and shape of a division of land. Each access strip shall be located so that, when improved as a driveway, the finished grade will not exceed 20 percent. The advisory agency may require that easements for ingress and egress be provided over common driveways for the benefit of the lots served.*

**DEVELOPMENT ALTERNATIVES:**

As proposed per the R-20,000 zoning, Lot 1 could accommodate a building footprint of approximately 10,000 square feet, and Lot 2 is shown with a buildable area of 9,960 square feet. Both lots could be developed with one-story houses of at least 5,000 square feet, and each lot could also have a second unit of 1,200 square feet.

Alternatively, the existing 43,487 square-foot lot would allow for a buildable area of approximately 25,000 square feet, which could accommodate a one-story house 20,000 square feet or more, and a 1,200 square-foot second unit.

In either case, how the property is eventually developed will be subject to Architectural Review, Neighborhood Compatibility Review, and as applicable, Ridgeline Preservation Review.

**RECOMMENDATION:**

It is recommended that the City Council adopt Resolution No. 19-15 to disapprove Tentative Parcel Map No. 73889, in accordance with the recommendation of the Planning Commission.

**LETTERS AND EMAILS  
IN OPPOSITION:**

City Manager Kearney stated that staff received letters and emails in opposition to the proposed project from the following residents:

- 1) Gayle Jenkins, 2115 Gardi Street
- 2) Stella Tsai, 623 Fairlee Avenue
- 3) Roland Rader, 610 Fairlee Avenue
- 4) Peter Javryd and Sharon Palmer, 2107 Gardi Street
- 5) Andrew Arden, 2205 Gardi Street
- 6) Eunkyung (E.K.) Ban, 2133 Gardi Street

**PUBLIC HEARING OPENED:**

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

**SPEAKING IN FAVOR:**

Al Saito (Architect), Saito Design Group, 20803 Valley Blvd. #105, Walnut, stated that he had a chance to review the letters from the neighbors and responded to some of the concerns.

Manoj Patel (Applicant) stated that he bought this property in 2015 for the opportunity of creating a permanent home base. He chose the property because it is big enough to build two homes, one for his aging parents, and the other for this growing family. Mr. Patel stated that his goal is to build his parents' home first. Unfortunately Mr. Patel recently lost his father to cancer. Mr. Patel stated that he would like to build a second home behind his parents' home for his family. This home will accommodate the needs of his wife and children. This also gives his family the convenience of being close to his mother and being able to be there for her. Mr. Patel stated that since purchasing the property, he has been patiently working with the staff, past and current, to bring this dream to fruition.

**SPEAKING IN OPPOSITION:**

Stella Tsai, 623 Fairlee Avenue  
Eunkyung (E.K.) Ban, 2133 Gardi Street  
Roberta Schwartz, 2204 Gardi Street

**REBUTTAL:**

Mr. Patel was given the opportunity for a brief rebuttal. In regards to the suggestion he build a main residence and a 1,200 square foot guest house on one lot Mr. Patel stated 1,200 square feet are not big enough and he can't apply for Variance to build a bigger guest house. The driveway is already existing, whether he builds one home or two.

**PUBLIC HEARING CLOSED:**

There being no further comments, Mayor Hale declared the public hearing closed.

**DISCUSSION:**

Councilmember Lathrop stated that he walked the property and understands the privacy issue the neighbors have.

Mayor Pro-Tem Lewis stated that open space is nice but the property owner has rights too. And flag lots do exist in Bradbury, such as the three houses along Lemon Trail.

Mayor Hale stated that the lot is so narrow that he doesn't like the idea of a flag lot.

Councilmember Barakat point out that once the lot is split, each property is entitled to a 1,200 square foot guest house.

Councilmember Lathrop stated that the only way to approve the lot split would be with a specific plan.

**MOTION TO APPROVE  
RESOLUTION NO. 19-15:**

Following discussion, Councilmember Barakat made a motion to adopt Resolution No. 19-15: A Resolution of the City Council of the City of Bradbury, California, setting forth its findings of fact and decision to **disapprove** Tentative Parcel Map No. 73889 for a two lots from one lot, flag lot subdivision at 637 Fairlee Avenue. Mayor Hale seconded the motion, which was carried by the following roll call vote:

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

NOES: None

ABSENT: None

Motion passed 5:0

**DISCUSSION ABOUT CAL-AM'S  
REPAIRS ON WOODLYN LANE:**

City Manager Kearney stated that during the April meeting, the City Council directed staff to initiate a meeting with California American Water regarding resident concerns about recurring water leaks in the Woodlyn Lane area. As part of this discussion, the Woodlyn Lane Improvement Association (WLIA) has submitted a Memorandum outlining frequent repairs, minor and major leaks and photo evidence of water damage to the road.

**RECOMMENDATION:**

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

**DISCUSSION:**

Representatives from Cal-Am included Brian Barreto, Louie Romero and Mark Ryker.

Dan Lien, 33 Woodlyn Lane, representing the WLIA, began the discussion by going over the points in the Memorandum from the Association for Cal-Am to respond. Mr. Lien stated that the frequent leaks and repairs have destroyed the road (Woodlyn Lane) and instead of replacing the water pipes Cal-Am is using "band aids" by patching the road after every leak that occurs.

Brian Barreto responded that Cal-Am is aware of the issue and authorized the replacement of infrastructure. Mayor Hale asked about the timeline. Mr. Barreto stated that the work is scheduled for the end of the year and should take about one week to complete.

Dan Lien added that the City of Bradbury has the worst quality water, and when work is done, it damages even expensive faucets. Despite all this, the water rates keep going up, and residents are fed up.

**DIRECTION TO STAFF:**

The City Council directed staff to continue working with Cal-Am regarding the replacement of water pipes in the Woodlyn Lane area.

**ANNUAL RATE ADJUSTMENT  
FOR SOLID WASTE COLLECTION  
FOR FISCAL YEAR 2019-2020:**

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

**BURRTEC POWER POINT  
PRESENTATION:**

Richard Nino, Burrtec Waste Industries, presented the 2019 Rate Review for the City of Bradbury. The presentation included the following topics:

- Annual Rate Review
- Rate Review Impacts
- Disposal and Processing
- Green Waste Disposal and Processing
- Recyclables: China Impact
- Recyclables: China's Policy Impacts
- Recyclables: Global Impacts
- Rate Adjustment
- Residential Rate Detail 2019
- Residential Rate Detail – 90 Gallon Containers
- Future and Outgoing Impacts

Mr. Nino stated that the July 2018 CPI was 3.9% as reported for the All Urban Consumer Price Index for the Los Angeles area. In addition, this year's adjustment includes moderate adjustments for trash and green waste disposal and processing and more pronounced impacts to the recyclables processing rates.

As discussed in recent years, the recyclables commodity markets have been significantly impacted by decreases in global recycling commodity market values to the extent that commodity revenues no longer offset the costs of processing, transportation, and residue disposal. Given the industry's heavy reliance on foreign markets, particularly China, to accept recyclable materials such as paper, cardboard and plastics, the cost impacts have proven to be industry changing.

The primary cause is China's January 2018 "National Sword" policy establishing strict new contamination thresholds that included importation bans on mixed paper and various other items. This is best illustrated by the Paper Pulp Index (a national recyclables commodity market value index) where the mixed paper per ton market rates were recorded as \$181 per ton in 2011 and \$32 per ton through October 2018, as unprecedented 82% decrease.

**RECOMMENDATION:**

It is recommended that the City Council approve the refuse collection and recycling rates as proposed by Burrtec to become effective July 1, 2019.

**MOTION:**

Following brief discussion, Councilmember Barakat made a motion to approve the refuse collection and recycling rates as proposed by Burrtec to become effective July 1, 2019. Mayor Pro-Tem Lewis seconded the motion, which was carried by the following roll call vote:

**APPROVED:**

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

NOES: None

ABSENT: None

Motion passed 5:0

**RESOLUTION NO. 19-16: -  
PROPOSED BUDGET FOR  
FISCAL YEAR 2019-2020 AND  
RESOLUTION NO. 19-17 –  
ALLOCATING THE CITY OF BRADBURY'S  
COPS FUNDS:**

City Manager Kearney stated that at the May meeting, the City Council reviewed the draft budget for Fiscal Year 2019-2020, made some changes to be incorporated into the final budget document, and requested staff to explore alternative ways to spend COPS funding, which includes the hiring of a full-time Community Services Officer (CSO). In discussing the matter with the City of Monrovia, they appear open to a full-time CSO position with Bradbury, but further details and costs are still being assembled. As such, staff recommends moving forward with Resolution No. 19-17, so that the City can continue to pay for the part-time CSO with restricted COPS funding. In the meantime, staff will hold back on allocating any funds to the City of Duarte and additional LASD patrol services until a time when the City Council provides further direction to staff.

**RECOMMENDATION:**

It is recommended that the City Council adopt Resolution No. 19-16 approving the City of Bradbury's Annual Budget for Fiscal Year 2019-2020 and Resolution No. 19-17 approving the expenditure plan for grant funds pursuant to Citizens' Option for Public Safety (COPS/Supplemental Law Enforcement Services Fund).

**MOTION TO ADOPT  
RESOLUTION NO. 19-16:**

Mayor Pro-Tem Lewis made a motion to approved Resolution No. 19-16: A Resolution of the City Council of the City of Bradbury, California, Adopting the Annual Budget for Fiscal Year 2019-2020 and Appropriating the Amounts Budgeted. Councilmember Barakat seconded the motion, which was carried by the following roll call vote:

**APPROVED:**

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

NOES: None

ABSENT: None

Motion passed 5:0

**MOTION TO ADOPT  
RESOLUTION NO. 19-17:**

Mayor Pro-Tem Lewis made a motion to approved Resolution No. 19-17: A Resolution of the City Council of the City of Bradbury, California, Allocating Funds from the Citizens' Option for Public Safety (COPS) Program, and Documenting the Determinations required by the Supplemental Law Oversight Committee. Councilmember Barakat seconded the motion, which was carried by the following roll call vote:

**APPROVED:**

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

Motion passed 5:0

**MATTERS FROM THE CITY MANAGER:**

City Manager Kearney reminded the City Council of Bradbury Night Out on Thursday, July 25th from 6 to 8 pm. The Public Safety Committee recommended to update the Disaster Data Forms.

The June 26<sup>th</sup> Planning Commission Meeting has been cancelled due to a lack of agenda items.

Lt. Jess Carrasco has been promoted and the City will get a new Sheriff's Department liaison assigned soon.

**MATTERS FROM THE CITY ATTORNEY:**

Nothing to report

**MATTERS FROM THE CITY COUNCIL:**

**MAYOR HALE:**

Mayor Hale stated that he would like to discuss flag lots at a future meeting. City Manager Kearney stated that he will start the discussion with the Planning Commission.

**MAYOR PRO-TEM LEWIS:**

Mayor Pro-Tem Lewis thanked staff for bringing in Cal-Am Water Company tonight.

**COUNCILMEMBER BRUNY:**

Nothing to report

**COUNCILMEMBER LATHROP:**

Councilmember Lathrop stated that the Duarte Unified School District is holding its Annual Fundraiser Dinner on October 18, 2019 at a private home in the Duarte Mesa.

**COUNCILMEMBER BARAKAT:**

Councilmember Barakat stated that the proposal between the LA County Sanitation Districts and the Unions did not pan out. They will try again.

Councilmember Barakat further stated that Foothill Transit has liability issues. A person got run over by a bus the day before.

**ITEMS FOR FUTURE AGENDAS:**

- Discussion regarding Flag Lots
- Discussion regarding EV charging station at City Hall
- Scheduling of a City Council-Planning Commission Retreat on a Saturday morning (now that we have two new Commissioners)

## **CLOSED SESSION**

### **INITIATION OF LITIGATION AND PUBLIC EMPLOYEE PERFORMANCE EVALUATION:**

At 9:00 p.m. the City Council convened to a Closed Session to discuss

- A) Initiation of Litigation Pending Litigation pursuant to Government Code Section 54956.9 (d)(4) (Based on existing facts and circumstances, the legislative body of the local agency has decided to initiate or is deciding to initiate litigation (2 potential cases)
- B) Public Employee Performance Evaluation pursuant to Government Code Section 54957(b)(4)  
Title: City Manager

### **RECONVENE INTO OPEN SESSION:**

The City Council reconvened into Open Session to announce any action taken. City Attorney Reisman reported that the City Council discussed 2 litigation cases and authorized staff to take action on one case and directed the City Attorney to file a petition for the other. The City Council also did a performance evaluation of the City Manager and directed the City Attorney to draft the evaluation form for Council's review.

### **ADJOURNMENT:**

At 9:15 p.m. Mayor Hale adjourned the meeting to Tuesday, July 16, 2019 at 7:00 p.m.

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**MAYOR – CITY OF BRADBURY**

ATTEST:

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**CITY CLERK – CITY OF BRADBURY**

## RESOLUTION NO. 19-18

### A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BRADBURY, CALIFORNIA, APPROVING DEMANDS AND WARRANTS NO. 15554 THROUGH NO. 15569 (PRE-RELEASED CHECKS) AND DEMANDS AND WARRANTS NO. 15570 THROUGH NO. 15595 (REGULAR CHECKS)

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

**Section 1.** That the demands as set forth hereinafter are approved and warrants authorized to be drawn for payment from said demands in the amount of \$3,641.89 (pre-released Checks) and \$295,742.31 at July 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>
15554	Molly Maid (6/19/19)	City Hall Cleaning Service for June 12, 2019 Acct. #101-16-6460	\$105.00
15555	Alliant Insurance Services (7/1/19)	ACIP Crime Insurance Policy Effective 7/1/19 to 7/1//20 Acct. #101-16-6300	\$750.00
15556	California American Water (7/3/19)	<u>Water Service for:</u> 600 Winston Ave (City Hall) Acct. #101-16-6400	\$11.92
	(7/3/19)	1775 Woodlyn Lane	\$535.57
	(7/8/19)	2410 Mt Olive Lane Irrigation	\$75.84
		301 Mt Olive Drive Irrigation	\$155.74
		2256 Gardi Street	<u>\$25.24</u>
		Acct. #200-48-6400	\$804.31
15557	Armed Exterminators (6/3/19)	Treated Exterior of Civic Center and surrounding bushes and shrubs for Ants Acct. #101-25-7010	\$200.00
15558	Delta Dental (7/1/19)	<u>Dental Insurance:</u> City Manager (family) Acct. #101-12-5100	\$131.43
		City Clerk Acct. #101-13-5100	\$42.88
		Management Analyst Acct. #101-16-5100	<u>\$42.88</u>
			\$217.19

<u>Check</u>	<u>Name and (Due Date)</u>	<u>Description</u>	<u>Amount</u>
15559	Vision Service Plan (7/1/19)	<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
15560	The Standard (7/1/19)	<u>Basic Life and AD&amp;D:</u> City Manager Acct. #101-12-5100 City Clerk Acct. #101-13-5100 Management Analyst Acct. #101-16-5100	\$9.25   \$9.25  <u>\$9.25</u> \$27.75
15561	United States Treasury (6/30/19)	Payment Voucher 941-V for Second Quarter Acct. #101-14-5100	\$10.85
15562	San Gabriel Valley City Managers' Assoc. (6/12/19)	San Gabriel Valley City Managers' Spring Workshop – June 12, 2019 Attendee: Scarlett Santos Leon Acct. #101-16-6020	\$60.00
15563	Time Warner Cable (7/10/19)	Spectrum Business Internet Acct. #101-16-6230	\$124.98
15564	Southern California Edison (7/15/19)	Street Lights for Mt. Olive/Gardi Acct. #200-48-6400	\$27.62
15565	Southern California Edison (7/15/19)	City Hall utilities Acct. #101-16-6400	\$233.56
15566	The Gas Company (7/16/19)	City Hall Utilities Acct. #101-16-6400	\$14.79
15567	Staples Credit Plan (7/15/19)	Office Supplies Acct. #101-16-6200 Copier (toner cartridges) Acct. #101-16-6250	\$109.01  <u>\$731.22</u> \$840.23
15568	Frontier Communications (7/16/19)	Telephone Service (fire alarm line) Acct. #101-23-7420	\$117.22
15569	VOID	VOID	\$0.00

**Total Pre-Released Checks** **\$3,641.89**

**REGULAR CHECKS:**

<b><u>Check</u></b>	<b><u>Name and (Due Date)</u></b>	<b><u>Description</u></b>	<b><u>Amount</u></b>
15570	B & H Signs (6/14/19)	Refurbish Redwood Bradbury Signs at 1421 & 1873 Royal Oaks Drive North Acct. #101-21-7025	\$1,750.16
15571	Burrtec Waste Services (6/30/19_	Street Sweeping for June 2019 Acct. #200-48-7290	\$313.14
15572	Wallin, Kress, Reisman & Kranitz (7/9/19)	<u>City Attorney:</u> Retainer for June 2019 Acct. #101-15-7020 Code Enforcement (243 Barranca) Acct. #101-23-7450 Chadwick Ranch Acct. #103-00-2039	\$2,450.00 \$1,732.50 <u>\$2,425.50</u>
			\$6,608.00
15573	California Contract Cities (6/27/19)	City Membership Dues FY 2019-20 Acct. #101-30-6030	\$1,400.00
15574	Denram (6/21/19)	Window Envelopes (1000) Acct. #101-16-6200	\$208.00
15575	Karen Warner Associates (7/3/19)	Housing Element Update Acct. #101-20-7245	\$2,160.00
15576	Kevin Kearney (6/12/19)	Reimbursement – Home Depot Emergency Preparedness Supplies Acct. #101-24-6470	\$1,727.81
15577	Kevin Kearney (July 2019)	Monthly Cell Phone Allowance Acct. #101-12-6440	\$75.00
15578	County of Los Angeles (6/24/19)	LARA Membership Fee FY 2019-20 Acct. #101-30-6030	\$230.05
15579	League of California Cities (6/14/19)	LA County Division Dues FY 2019-20 Acct. #101-30-6030	\$761.25
15580	Molly Maid (7/9/19)	City Hall Cleaning Service for June 26, 2019 Acct. #101-16-6460	\$105.00
15581	City of Monrovia (6/18/19)	Bradbury Transportation Services for June 2019 Acct. #203-40-7625 (Prop A)	\$704.07

<u>Check</u>	<u>Name and (Due Date)</u>	<u>Description</u>	<u>Amount</u>
15582	Pavement Coatings Co. (6/30/19)	2018-19 Slurry Seal Project Acct. #200-48-7755 - \$97,226.00 Acct. #201-48-7755 - \$21,623.00 Acct. #203-48-7755 - \$9,000.00 Acct. #204-48-7755 - \$73,867.00 Acct. #208-48-7755 - \$32,774.00 Acct. #210-48-7755 - \$2,400.10	\$236,890.10
15583	Petty Cash (June 2019)	USPS – Postage for Citywide Mailers Acct. #101-16-6120	\$146.20
15584	Pasadena Humane Society (6/30/19)	Animal Control Services for June 2019 Acct. #101-25-7000	\$307.18
15585	Post Alarm Systems (7/5/19)	City Hall Monitoring for August 2019 Fire & Intrusion Systems Acct. #101-23-7420	\$119.21
15586	Priority Landscape Services (7/1/19)	<u>July 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
15587	ProPet Distributors (6/27/19)	DOGIPOT Litter Bags Acct. #102-42-7630	\$150.10
15588	RKA Consulting Group (6/18/19) (6/25/19) (6/28/19) (7/2/19)	NPDES Coordination Acct. #102-42-7630 119 Furlong Slope Abatement Acct. #101-19-7230 City Engineering Services Acct. #101-19-7230 Development Projects Acct. #101-19-7230 Mt Olive Lane Sewer Project Acct. #102-42-7630 Slurry Seal Project FY 18-19 Acct. #200-48-7755 City Engineering Services Acct. #101-19-7230 Development Projects Acct. #101-19-7230	\$70.00 \$1,071.00 \$771.75 \$7,145.25 \$460.00 \$3,087.00 \$1,543.50 <u>\$6,424.00</u> \$20,572.50

<u>Check</u>	<u>Name and (Due Date)</u>	<u>Description</u>	<u>Amount</u>
15589	S. Brackett Inc. (6/28/19)	Mount Olive Trail Fence Repairs Acct. #101-21-7025	\$970.00
15590	Southern California Edison (7/2/19)	Street Lights Acct. #200-48-6410	\$764.38
15591	LA County Sheriff's Dept. (6/7/18)	April 2019 Law Enforcement Services Acct. #101-23-7410	\$9,372.12
15592	Division of the State Architect (6/30/19)	Form DSA-786 Disability Access and Education Fee Report for Apr-Jun 2019 Acct. #101-20-7220	\$17.10
15593	TeamLogic IT of Pasadena (7/1/19)	Computer Services & Supplies Acct. #101-16-6230	\$755.00
15594	U.S. Bank Corporate Payment Systems (6/24/19)	<u>Claudia Saldana Visa Card:</u> MyFax (May & June 2019) \$40.00 Acct. #101-16-6230 USPS (Stamps) \$55.00 Acct. #101-16-6210 USPS (Code Enforcement) \$31.95 Acct. #101-20-7450 Big Lots Stores <u>\$49.59</u> Acct. #101-16-6450 <b>\$176.54</b>	
15594	U.S. Bank Corporate Payment Systems (6/24/19)	<u>Scarlett Santos Leon Visa Card:</u> Merengue Bakery \$9.32 Acct. #101-24-6020 Panera Bread \$112.07 Acct. #101-11-6100 Amazon.com \$129.95 Acct. #101-24-6470 Vistaprint \$100.42 Acct. #101-11-6100 Broadvoice \$171.65 Acct. #101-12-6440 Panera Bread <u>\$37.96</u> Acct. #101-11-6100 <b>\$561.37</b>	\$737.91

15595	VCA Code Group (6/13/19)	<u>May 2019 Professional Services:</u>		
		Plan Check Services	\$2,660.53	
		Acct. #101-20-7220		
		City Planner (Retainer)	\$3,900.00	
		Acct. #101-20-7210		
		City Planner (Hourly Services)	<u>\$1,237.50</u>	\$7,798.03
		Acct. #101-20-7210		
		Building & Safety Services		
		Acct. #101-20-7220		
			<b>Total Regular Checks</b>	<b>\$295,742.31</b>

**PAYROLL for July 2019:**

ACH	Kevin Kearney (July 2019)	Salary: City Manager	\$9,105.67	
		Acct. #101-12-5010		
		Withholdings	<u>(1,895.86)</u>	\$7,209.81
		Acct. #101-00-2011		
ACH	Claudia Saldana (July 2019)	Salary: City Clerk	\$5,118.67	
		Acct. #101-13-5010		
		Withholdings	<u>(1,303.81)</u>	\$3,814.86
		Acct. #101-00-2011		
ACH	Scarlett Santos Leon (July 2019)	Salary: Management Analyst	\$4,025.67	
		Acct. #101-16-5010		
		Withholdings	(867.46)	
		Acct. #101-00-2011		
		PERS Employee Share	<u>(251.21)</u>	\$2,907.00
		Acct. #101-16-5010		
ACH	Lisa Bailey (July 2019)	Finance Director (June 2019)		
		6.67 x \$80.76/hour	\$538.38	
		Acct. #101-14-5010		
		Withholdings	<u>(46.57)</u>	\$491.81
		Acct. #101-00-2011		
			<b>Total Payroll</b>	<b>\$14,423.48</b>

**ELECTRONIC FUND TRANSFER (EFT) PAYMENTS for July 2019:**

EFT	Aetna (July 2019)	<u>Health Insurance for July 2019:</u> City Manager Acct. #101-12-5100 City Clerk Acct. #101-13-5100 Management Analyst Acct. #101-16-5100	\$1,571.55  \$896.07  <u>\$411.47</u>	   \$2,879.09
EFT	EDD (July 2019)	State Tax Withholdings SDI Acct. #101-00-2011	\$671.69 <u>\$187.89</u>	 \$859.58
EFT	Dept. of Treasury Internal Revenue Service (June 2019)	Federal Tax Withholdings Social Security Medicare (Employee's portion of Social Security and Medicare is matched by the City) Acct. #101-00-2011	\$1,816.81 \$2329.76 <u>\$544.86</u>	  \$4,691.43
EFT	California PERS (July 2019)	City Manager Acct. #101-12-5100 City Clerk Acct. #101-13-5100 Management Analyst Acct. #101-16-5100	\$1,363.89  \$762.61  <u>\$532.81</u>	   \$2,659.31
EFT	California PERS (July 2019)	Unfunded Accrued Liability UAL Payment (Classic) UAL Payment (Pepra)) Acct. #101-16-6240	\$309.78 <u>\$41.81</u>	 \$351.59

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**MAYOR – CITY OF BRADBURY**

ATTEST:

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**CITY CLERK – CITY OF BRADBURY**

"I, Claudia Saldana, City Clerk, hereby certify that the foregoing Resolution, being Resolution No. 19-18, was duly adopted by the City Council of the City of Bradbury, California, at a regular meeting held on the 16<sup>th</sup> day of July, 2019 by the following roll call vote:"

AYES:

NOES:

ABSENT:

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**CITY CLERK – CITY OF BRADBURY**

# STAPLES

## More Account

RETURN MAIL ADDRESS  
PO BOX 6403  
SIOUX FALLS, SD 57117-6403

CITY OF BRADBURY  
600 WINSTON AVENUE  
BRADBURY, CA 91008-1123

## ACCOUNT ACTIVITY STATEMENT

Commercial Account: 6011 1000 5337 241  
Statement Date 06/14/19  
Credit Line \$10,000  
Credit Available \$9,159

JUN 24 2019

**Account Balance \$840.23**

### Account Information

Please see Payment Page(s) for Amount Due and Payment Due Date(s)

Current Payments and Unapplied Payments	\$0.00
Current Purchases and Debits	\$840.23
Current Returns, Exchanges and Adjustments	\$0.00
Previously Billed Invoices	\$0.00

see Ck# 15567

Reminder: Payments can be made by mail, online or by calling 1-800-669-5285.  
Note: In-store payments are not accepted.

### CURRENT PURCHASES AND DEBITS

Date	Purchase Location/Description	Invoice #	Purchase Order/Job Name	Order #	Amount	Due Date
05/29/19	STAPLES CORPORATE DELIVER WESTBORO, MA	2298338821		9799988972	\$60.29	07/15/19
06/13/19	STAPLES CORPORATE DELIVER WESTBORO, MA	2306099421		9800406426	\$779.94	07/15/19
TOTAL					\$840.23	

### PAST DUE INVOICES

1-29 Days	30-59 Days	60-89 Days	90-119 Days	120-149 Days	150-179 Days	180+ Days
\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

APPROVED

DATE

ACCOUNT

K-K  
7/2/19

101-16-6200 → 60.29  
101-16-6200 → 48.72  
101-16-6250 → 731.22

due 7-15

Questions  
About Your  
Account

ACCT MGR STAPLES CREDIT PLAN  
PHONE 1-800-669-5285  
FAX 1-800-921-2222  
StaplesCommercial.accountonline.com

Send Billing Inquiries to:  
STAPLES CREDIT PLAN  
PO Box 6403  
Sioux Falls, SD 57117-6403

Billing Inquiries:  
PO Box 6403  
Sioux Falls, SD 57117-6403

NOTICE: SEE REVERSE SIDE FOR IMPORTANT INFORMATION

Page 1 of 8

8 SP 14

This Account is Issued by Citibank, N.A.



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

**SHIP TO:**  
CLAUDIA SALDANA  
BRADBURY CIVIC CENTER  
600 WINSTON ST  
BRADBURY CA 91008

Amount Due:	Trans Date:	DUE DATE:	Invoice #:
\$60.29	05/29/19	07/15/19	2298338821
PO:		Store: 100088887, WESTBORO, MA	

PRODUCT	SKU #	QUANTITY	UNIT PRICE	TOTAL PRICE
STAPLES MULTIUSE 85 X 11	1149611	1.0000 EA	\$55.99	\$55.99
STAPLES NOTEPADS 85 X 117	163840	1.0000 EA	\$12.49	\$12.49
DUCK HP260 HIGHPERFORMANC	892606	2.0000 EA	\$5.29	\$10.58
COUPONDISCOUNT	558100	1.0000 ST	-\$24.00	-\$24.00

**Purchased by:** CLAUDIA SALDANA  
**Order #:** 9799988972

<b>SUBTOTAL</b>	\$55.06
<b>TAX</b>	\$5.23
<b>TOTAL</b>	\$60.29

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

**SHIP TO:**  
CLAUDIA SALDANA  
BRADBURY CIVIC CENTER  
600 WINSTON ST  
BRADBURY CA 91008

Amount Due:	Trans Date:	DUE DATE:	Invoice #:
\$779.94	06/13/19	07/15/19	2306099421
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
HP 651A CYAN TONER CARTRI	990209	1.0000 EA	\$477.89	\$477.89
STAPLES 100 RECYCLED FILE	516564	1.0000 EA	\$44.49	\$44.49

**Purchased by:** CLAUDIA SALDANA  
**Order #:** 9800406426

<b>SUBTOTAL</b>	\$712.27
<b>TAX</b>	\$67.67
<b>TOTAL</b>	\$779.94

724105





P.O. BOX 6343  
FARGO ND 58125-6343



000000647 01 SP 0.560 106481020657298 P

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

ACCOUNT NUMBER 4246 0445 5575 6224  
STATEMENT DATE 06-24-2019  
AMOUNT DUE \$1,353.46  
NEW BALANCE \$1,353.46  
PAYMENT DUE ON RECEIPT

AMOUNT ENCLOSED

\$ 737.91

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

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

4246044555756224 000135346 000135346

see Ck# 15594

Please tear payment coupon at perforation.

### CORPORATE ACCOUNT SUMMARY

CITY OF BRADBURY 4246 0445 5575 6224	Previous Balance	Purchases And Other + Charges	Cash Advances +	Cash Advance Fees +	Late Payment Charges +	- Credits	- Payments	New = Balance
Company Total	\$1,593.79	\$737.91	\$0.00	\$0.00	\$0.00	\$0.00	\$978.24	\$1,353.46

### CORPORATE ACCOUNT ACTIVITY

CITY OF BRADBURY  
4246-0445-5575-6224

TOTAL CORPORATE ACTIVITY  
\$978.24 CR

Post Date	Tran Date	Reference Number	Transaction Description	Amount
05-29	05-27	74798269149000000001077	PAYMENT - THANK YOU 00000 C	978.24 PY

### NEW ACTIVITY

CLAUDIA A SALDANA  
4246-0400-8040-6665

CREDITS  
\$0.00

PURCHASES  
\$176.54

CASH ADV  
\$0.00

TOTAL ACTIVITY  
\$176.54

Post Date	Tran Date	Reference Number	Transaction Description	Amount
05-23	05-23	24692169143100750674501	MYFAX *PROTUS IP SOLN 866-563-9212 CA	20.00
05-29	05-28	24445009149000726756147	USPS PO 0522740820 DUARTE CA	55.00
06-04	06-03	24445009154300365256546	BIG LOTS STORES - #4170 DUARTE CA	17.85
06-04	06-03	24445009155000744842136	USPS PO 0522740820 DUARTE CA	18.30
06-11	06-10	24445009162000732331325	USPS PO 0522740820 DUARTE CA	9.60

### CUSTOMER SERVICE CALL

800-344-5696

### ACCOUNT NUMBER

4246-0445-5575-6224

### STATEMENT DATE

06/24/19

### DISPUTED AMOUNT

.00

### ACCOUNT SUMMARY

PREVIOUS BALANCE	1,593.79
PURCHASES & OTHER CHARGES	737.91
CASH ADVANCES	.00
CASH ADVANCE FEES	.00
LATE PAYMENT CHARGES	.00
CREDITS	.00
PAYMENTS	978.24
ACCOUNT BALANCE	1,353.46

### 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

1,353.46

JUL 01 2019



Company Name: CITY OF BRADBURY
Corporate Account Number: 4246 0445 5575 6224
Statement Date: 06-24-2019

NEW ACTIVITY					
Post Date	Tran Date	Reference Number	Transaction Description	Amount	
06-18	06-17	24445009168300347733970	BIG LOTS STORES - #4170 DUARTE CA	31.74	
06-18	06-17	24445009169000722930873	USPS PO 0522740820 DUARTE CA	4.05	
06-24	06-23	24692169174100064031887	MYFAX *PROTUS IP SOLN 866-563-9212 CA	20.00	
SCARLETT L SANTOS LEON		CREDITS	PURCHASES	CASH ADV	TOTAL ACTIVITY
4246-0446-2235-1074		\$0.00	\$561.37	\$0.00	\$561.37
Post Date	Tran Date	Reference Number	Transaction Description	Amount	
06-07	06-07	24493989158400717001416	MERENGUE BAKERY AND CAFE MONROVIA CA	9.32	
06-11	06-10	24231689161083719034805	PANERA BREAD #601722 314-984-3970 CA	112.07	
06-13	06-12	24431069163083728018485	AMZN MKTP US*M60P78060 AM AMZN.COM/BILL WA	129.95	
06-14	06-13	24692169164100448815593	VISTAPR*VISTAPRINT.COM 866-8936743 MA	100.42	
06-17	06-15	24453519167017055181287	BROADVOICE 888-325-5875 CA	171.65	
06-20	06-19	24231689170083743907348	PANERA BREAD #601722 314-984-3970 CA	37.96	

Department: 00000 Total:	\$737.91
Division: 00000 Total:	\$737.91

# **City of Bradbury** **Monthly Investment Report for the month of June 2019**

## **CASH ON DEPOSIT BY ACCOUNT**

### **Bank Accounts:**

Wells Fargo Bank - General Checking

Amount	Maturity	Interest Rate
\$ 818,366.71	n/a	0%

### **Investments:**

Local Agency Investment Fund (LAIF)

\$ 3,348,583.98	n/a	2.43%
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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%
---------------	----------	-------

**Total**

\$ 5,153,950.69
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## **CASH & INVESTMENTS ON DEPOSIT BY FUND**

### **Funds**

General Fund (101)

\$3,178,565.50
----------------

Utility Users Tax Fund (102)

\$748,051.62
--------------

Deposits Fund (103)

\$23,147.97
-------------

Long Term Planning Fee Fund (112)

\$16,550.01
-------------

Technology Fee Fund (113)

\$47,878.19
-------------

Gas Tax Fund (200)

\$103,236.63
--------------

SB 1 Gas Tax Fund (201)

\$21,249.06
-------------

Prop A Fund (203)

\$17,801.55
-------------

Prop C Fund (204)

\$73,819.29
-------------

TDA Fund (205)

(\$7,887.02)
--------------

Sewer Fund (206)

\$576,252.55
--------------

STPL Fund (208)

\$33,086.39
-------------

Recycling Grant Fund (209)

\$11,155.32
-------------

Measure R Fund (210)

\$86,253.09
-------------

Measure M Fund (212)

\$15,393.76
-------------

COPS Fund (215)

\$189,813.28
--------------

Grant Fund-Other (217)

\$8,947.14
------------

Fire Safe Grant Fund (219)

\$10,636.36
-------------

**Total**

\$ 5,153,950.69
-----------------

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	Preliminary 2018-19 YTD @ 06/30/19	
<b>General Fund:</b>						
101-00-4010	Property Tax-Current Secured	397,293	438,658	432,600	464,209	107%
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	10,832	112%
101-00-4070	Delinquent Taxes	6,408	6,624	5,900	6,402	109%
101-00-4100	Sales & Use Tax	7,465	4,114	4,500	1,934	43%
101-00-4110	Franchise Fee-Cable TV	17,736	18,708	17,500	22,476	128%
101-00-4120	Franchise Fee-SC Edison	17,658	17,722	17,800	18,739	105%
101-00-4130	Franchise Fee-SC Refuse	34,025	33,402	34,000	27,606	81%
101-00-4140	Franchise Fee-SC Gas Co.	2,426	2,574	2,600	2,539	98%
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	18,652	107%
101-00-4190	Real Property Transfer Tax	32,492	31,081	30,000	21,870	73%
101-00-4200	Motor Vehicle In-Lieu	123,481	130,646	132,000	137,540	104%
101-00-4210	Dist & Bail Forfeiture	4,996	2,867	4,000	1,116	28%
101-00-4220	Fines-City	-	21,906	2,000	21,732	1087%
101-00-4350	Business License	41,296	44,063	40,000	40,628	102%
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	14,420	160%
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	25,382	56%
101-00-4470	Building Construction Permit	309,178	179,175	175,000	236,173	135%
101-00-4480	Building Plan Check Fees	270,669	260,790	200,000	159,454	80%
101-00-4485	Landscape Plan Check Permit	28,204	10,627	8,000	7,433	93%
101-00-4490	Green Code Compliance	40,268	26,871	24,000	29,086	121%
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	127,681	134%
101-00-4600	Interest Income	17,136	20,081	20,000	84,693	423%
101-00-4700	Sales of Maps & Publications	446	317	300	353	118%
101-00-4800	Other Revenue	9	-	200	148	74%
101-00-4850	Cal-Am Loan Repayment	4,820	4,820	4,820	4,820	100%
101-00-4900	Reimbursements	4,323	65	-	5,783	#DIV/0!
101-00-4920	Sale of Prop. A Funds	-	56,000	-	-	#DIV/0!
101-23-4950	Vacant Property Registry Fee	-	50	-	100	#DIV/0!
101-24-4610	Donations	-	-	-	500	#DIV/0!
<b>Total General Fund Revenues</b>		<b>1,752,050</b>	<b>1,598,908</b>	<b>1,384,320</b>	<b>1,554,803</b>	<b>112%</b>

# Revenues

Acct. Number	Account Description	2016-17 Actual	2017-18 Actual	Amended 2018-19 Budget	Preliminary 2018-19 YTD @ 06/30/19	
<b>Utility Users Tax Fund:</b>						
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	-	36	
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	36	1%
<b>Civic Center Fund:</b>						
111-00-4000	Transfer In from General Fund	4,544				
111-00-4500	Civic Center Rental Fee	900				
		5,444	-	-		
<b>Long Term Planning Fee Fund:</b>						
112-00-4490	Long-Term Planning Fee	11,637	10,647	9,000	7,027	78%
112-00-4600	LTP Fee Interest Income	29	143	40		0%
		11,666	10,790	9,040	7,027	78%
<b>Technology Fee Fund:</b>						
113-00-4520	Technology Fee	24,453	14,646	14,000	18,864	135%
113-00-4600	Technology Fee Interest Income	217	498	750		0%
		24,670	15,144	14,750	18,864	128%
<b>Gas Tax Fund:</b>						
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	23,764	86%
200-00-4600	Gas Tax Interest	552	1,045	300		0%
		27,340	36,334	27,800	24,970	90%
<b>SB1 Gas Tax Fund:</b>						
201-00-4000	Transfers In				6,623	
201-48-4260	Gas Tax				14,626	
201-00-4600	Gas Tax Interest					
				-	21,249	
<b>Prop. A Fund:</b>						
203-40-4260	Prop. A Transit Funds	19,835	20,948	21,050	22,224	106%
203-40-4600	Prop. A Transit Interest	293	95	50		0%
		20,128	21,043	21,100	22,224	105%
<b>Prop. C Fund:</b>						
204-48-4260	Prop. C Funds	16,295	17,532	17,550	18,434	105%
204-48-4600	Prop. C Interest	252	524	100		0%
		16,547	18,056	17,650	18,434	104%

# Revenues

Acct. Number	Account Description	2016-17 Actual	2017-18 Actual	Amended 2018-19 Budget	Preliminary 2018-19 YTD @ 06/30/19	
<b>Transportation Development Act Fund:</b>						
205-48-4260	TDA Funds	-	7,362	30,000	22,224	74%
205-48-4600	TDA Interest	-	(2)	-		#DIV/0!
		-	7,360	30,000	22,224	74%
<b>Sewer Fund:</b>						
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!
<b>STPL Fund:</b>						
208-00-4260	STPL Funds	18,828	-			#DIV/0!
208-00-4600	STPL Interest	166	316			#DIV/0!
		18,994	316	-	-	#DIV/0!
<b>Recycling Grant Fund:</b>						
209-00-4260	Recycling Grant Funds	5,000	(803)	5,000	9,198	184%
209-00-4600	Recycling Grant Interest	62	90			#DIV/0!
		5,062	(713)	5,000	9,198	184%
<b>Measure R Fund:</b>						
210-48-4260	Measure R Funds	12,342	13,014	12,000	13,830	115%
210-48-4600	Measure R Interest	311	692	350		0%
		12,653	13,706	12,350	13,830	112%
<b>Measure M Fund</b>						
212-48-4260	Measure M Funds		11,795	11,500	15,596	136%
212-48-4600	Measure M Interest		69	50		0%
		-	11,864	11,550	15,596	135%
<b>Citizen's Option fo Public Safety (COPS) Fund:</b>						
215-23-4260	COPs Funds	116,750	145,020	100,000	148,746	149%
215-23-4600	COPs Interest	539	1,383	300		0%
		117,289	146,403	100,300	148,746	148%
<b>County Park Grant:</b>						
217-00-4210	County Park Grant	48				#DIV/0!
217-00-4600	Grant Fund Interest Income	-	85			#DIV/0!
		48	85	-	-	#DIV/0!
<b>Fire Safe Grant 14-USFS-SFA-0053:</b>						
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!
<b>Total Revenues</b>		<u>2,739,039</u>	<u>3,275,429</u>	<u>1,637,860</u>	<u>1,877,201</u>	<u>115%</u>

		Expenditures			
Account Description		2016-17 Actual	2017-18 Actual	Amended 2018-19 Budget	2018-19 YTD @ 06/30/19
<b>General Fund:</b>					
101-00-5000	Transfers Out	485,773	1,100,000		
<b>City Council Division:</b>					
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	6,278 134%
101-11-6110	City Newsletter	215	225	-	1,257 #DIV/0!
		3,272	10,887	7,700	10,535 137%
<b>City Manager Division:</b>					
101-12-5010	Salaries	93,641	102,500	106,395	106,395 100%
101-12-5100	Benefits	26,424	41,806	42,300	44,100 104%
101-12-6020	Meetings & Conferences	854	2,027	2,500	3,373 135%
101-12-6025	Expense Account	237	1,130	1,500	317 21%
101-12-6050	Mileage	488	1,023	1,200	972 81%
101-12-6210	Special Department Supplies	23,097	-	-	#DIV/0!
101-12-6440	Cell Phone	350	900	900	900 100%
		145,091	149,386	154,795	156,057 101%
<b>City Clerk Division:</b>					
101-13-5010	Salaries	56,104	60,741	59,809	59,809 100%
101-13-5100	Benefits	22,469	24,294	24,100	24,706 103%
101-13-6020	Meetings & Conferences	-	-	100	0%
101-13-6040	Transportation & Lodging	-	-	100	0%
101-13-6050	Mileage	156	142	150	43 29%
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	7,064 471%
101-13-7000	Contract Election Services	-	-	12,000	0%
		87,336	87,967	98,509	91,744 93%
<b>Finance Division:</b>					
101-14-5010	Salaries	13,746	14,230	15,043	14,562 97%
101-14-5100	Benefits	1,198	1,299	1,250	1,105 88%
101-14-6210	Special Department Supplies	351	94	350	575 164%
101-14-6230	Contracted Computer Services	711	1,459	2,000	1,141 57%
101-14-7010	Contracted Banking Services	4,034	4,726	4,600	4,188 91%
101-14-7020	Contracted Audit Services	10,000	18,523	14,700	17,466 119%
101-14-7040	GASB Reports	1,300	350	350	700 200%
		31,340	40,681	38,293	39,737 104%
<b>City Attorney Division:</b>					
101-15-7020	City Attorney Retainer	36,385	29,400	29,400	26,950 92%
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	1,100 110%
		42,726	33,313	36,400	29,381 81%
<b>General Government Division:</b>					
101-16-5010	Salaries	40,785	37,219	47,038	47,038 100%
101-16-5100	Benefits	12,277	9,524	12,700	12,695 100%
101-16-6010	Seminars & Training	-	375	500	0%
101-16-6020	Meetings & Conferences	-	195	150	0%
101-16-6040	Transportation & Lodging	-	-	500	388 78%
101-16-6050	Mileage	195	215	500	260 52%
101-16-6120	Postage	227	267	500	324 65%
101-16-6200	Office Supplies	1,652	1,324	2,500	1,513 61%

**Expenditures**

Account Description		2016-17 Actual	2017-18 Actual	Amended 2018-19 Budget	2018-19 YTD @ 06/30/19	
101-16-6210	Special Departmental Supplies	-	1,622	1,622	397	24%
101-16-6230	Computer & Website Services	9,149	7,232	18,000	10,134	56%
101-16-6240	PERS UAL Payment	-	2,259	2,068	2,068	100%
101-16-6241	PERS Replacement Benefit Contribution				2,535	
101-16-6250	Copier & Duplications	1,767	2,216	2,216	4,784	216%
101-16-6300	Insurance	36,431	54,738	47,201	55,553	118%
101-16-6400	Utilities	4,051	2,953	5,000	3,184	64%
101-16-6440	Telephone	7,118	6,714	7,000	3,991	57%
101-16-6450	Building Operations	1,047	1,132	1,000	540	54%
101-16-6460	Building & Cleaning Service	2,565	2,795	2,500	2,615	105%
101-16-6470	Maintenance & Supplies	152	-	500	328	66%
101-16-7600	Operating Contingency	241	-	-		#DIV/0!
		117,657	130,780	151,495	148,347	98%
<b>Engineering Division:</b>						
101-19-7230	Contracted Engineering Services	149,888	138,463	125,000	83,023	66%
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	83,023	66%
<b>Planning, Zoning &amp; Development Division:</b>						
101-20-6120	Postage	(77)	332	300	727	242%
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	39,043	83%
101-20-7220	Contracted Building & Safety	291,247	232,115	290,000	194,306	67%
101-20-7240	City Planner Special Service	8,957	15,592	10,000	16,046	160%
101-20-7245	General Plan update	-	406	406	-	0%
		346,927	295,455	348,506	250,552	72%
<b>Parks &amp; Landscape Maintenance Division:</b>						
101-21-7015	Royal Oaks Trail Maintenance	8,210	7,305	10,000	11,414	114%
101-21-7020	City Hall Grounds Maintenance	2,920	2,670	19,830	10,780	54%
101-21-7025	Trail Maintenance	23,960	1,777	7,000	6,831	98%
101-21-7035	Mt.Olive Entrance & Trail	4,998	7,349	5,500	6,408	117%
101-21-7045	Lemon/RO Horse Trail	910	1,380	27,500	21,723	79%
101-21-7060	Street Tree Trimming	11,300	11,098	10,000	10,857	109%
		52,298	31,579	79,830	68,013	85%
<b>Public Safety Division:</b>						
101-23-6210	Special Departmental Services	67		20,000	20,319	
101-23-7410	Contract Services Sheriff	95,970	117,875	113,315	93,721	83%
101-23-7420	City Hall Security	2,643	2,582	2,600	3,165	122%
101-23-7450	Code Enforcement	2,771	4,499	5,600	9,096	162%
101-23-7757	AED Purchase			3,278	2,863	
		101,451	124,956	144,793	129,164	89%
<b>Emergency Preparedness Division:</b>						
101-24-6010	Seminars & Training	-	-			
101-24-6020	Meetings & Conferences	-	55	50	123	246%
101-24-6030	Memberships & Dues	-	360	360	360	100%
101-24-6470	Maintenance & Supplies	2,404	869	2,500	548	22%
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		-	1,191	
		12,746	1,300	17,910	7,285	41%

		Expenditures			
Account Description		2016-17 Actual	2017-18 Actual	Amended 2018-19 Budget	2018-19 YTD @ 06/30/19
<b>Animal &amp; Pest Control Division:</b>					
101-25-7000	Animal Control Services	2,411	2,745	4,777	3,023 63%
101-25-7010	Pest Control Services	-	175	300	- 0%
		2,411	2,920	5,077	3,023 60%
<b>Intergovernmental Relations Division:</b>					
101-30-6030	Memberships & Dues	8,452	8,610	8,700	4,072 47%
<b>General Fund Totals</b>		1,717,363	2,215,647	1,217,008	1,020,933 84%
		3			
<b>Utility Users Tax Fund:</b>					
102-42-7630	NPDES Stormwater Compliance	78,602	36,081	100,000	32,582 33%
<b>Long Term Planning Fee Fund:</b>					
		1,350		8,645	#DIV/0!
<b>Technology Fee Fund:</b>					
113-20-4500	Technology expense		8,631	16,677	17,495 105%
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	18,683 76%
<b>Gas Tax Fund:</b>					
200-48-5000	Transfers Out				6,623
200-48-6400	Utilities-Select System	7,518	11,272	12,000	8,394 70%
200-48-6410	Street Lights	7,752	9,293	9,000	7,309 81%
200-48-6555	Street Tree Maintenance	-		-	#DIV/0!
200-48-7000	PW Contract Services	1,741	1,474	2,000	2,126 106%
200-48-7290	Street Sweeping	3,765	4,071	4,000	2,818 70%
200-48-7745	Royal Oaks North Curb Extension			-	#DIV/0!
200-48-7750	Woodlyn Lane Pavement Rehab.	3,114	-	-	#DIV/0!
200-48-7755	City Wide Slurry Seal			108,399	10,081 9%
		23,890	26,110	135,399	37,351 28%
<b>SB1 Gas Tax Fund:</b>					
201-48-7755	City Wide Slurry Seal			21,623	
<b>Prop. A Fund:</b>					
203-00-7600	Sale of Prop. A Funds		80,000		#DIV/0!
203-40-7625	Transit Services			9,000	7,745 86%
		-	80,000	9,000	7,745 86%
<b>Prop. C Fund:</b>					
	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	-		73,867	- 0%
		8,963	9,091	73,867	833 1%
<b>Transportation Development Act Fund:</b>					
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%

		Expenditures			
Account Description		2016-17 Actual	2017-18 Actual	Amended 2018-19 Budget	2018-19 YTD @ 06/30/19
<b>Sewer Fund:</b>					
206-50-7600	Mt. Olive Drive Sewer Project	323,075	-	9760	9,760 100%
206-50-7601	Mt. Olive Lane Sewer Project	31,530	13,695	537,807	5,811 1%
206-50-7605	Lemon Ave. Project Phase I (Monrovia)	7,810	103,816	-	
206-50-7606	Winston Ave Project	44,696	25,813	492,582	492,582 100%
		407,111	143,324	1,040,149	508,153 49%
<b>STPL Fund:</b>					
208-48-7745	Royal Oaks North Curb Extension			-	#DIV/0!
208-48-6555	Citywide Slurry Seal			32,774	
				32,774	-
<b>Recycling Grant Fund:</b>					
209-35-7300	Recycling Education	1,500	4,500		5,000 #DIV/0!
<b>Measure R Fund:</b>					
210-48-7755	City Wide Slurry Seal			88,763	0%
210-00-7760	Return of Funds				3,990
		-	-	88,763	3,990 4%
<b>Measure M Fund</b>					
212-48-6555	Citywide Slurry Seal		-	4,514	0%
212-48-xxxx	Bridge Repair			18,900	12,066 64%
		-	-	23,414	12,066 52%
<b>Citizen's Option fo Public Safety (COPS) Fund:</b>					
215-23-7410	Contract Services Sheriff	116,750	145,020	95,500	73,198 77%
<b>Total Expenditures</b>		<u>2,354,647</u>	<u>2,684,586</u>	<u>2,892,174</u>	<u>1,759,179 61%</u>

**RESOLUTION NO. 19-19**

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

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

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

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

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

PASSED, APPROVED AND ADOPTED on this 16th day of July, 2019.

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MAYOR - CITY OF BRADBURY

ATTEST:

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CITY CLERK - CITY OF BRADBURY

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

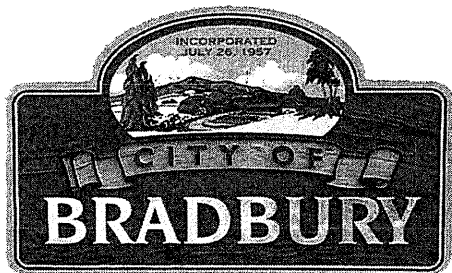
AYES:

NOES:

ABSENT:

---

CITY CLERK - CITY OF BRADBURY



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

## City of Bradbury Agenda Memo

TO: Honorable Mayor and Members of the City Council

FROM: Scarlett Santos Leon, Management Analyst

DATE: July 16, 2019

SUBJECT: **Adoption of an Environmentally Preferred Procurement Policy**

ATTACHMENTS: 1. Administrative Policy - Environmentally Preferred Procurement Policy

---

### **SUMMARY**

During the 2019 CalRecycle Annual Site Visit, CalRecycle encouraged the City adopt a policy that promotes the purchase of products that are environmentally preferable. Staff is proposing that all purchasing be done in accordance with the guidelines set forth in the attached policy (Attachment 1).

Staff recommends that the City Council adopt the Environmentally Preferred Procurement Policy.

### **DISCUSSION**

In May 2019, CalRecycle met with Staff for an Annual Site Visit to assess the City's waste diversion program(s) and recycling efforts for the previous calendar year. During the meeting, CalRecycle staff noted that the City currently does not have a recycled content procurement policy. CalRecycle staff advised that for the Annual Site Visit in 2020 there will be a focus on procurement and strongly encouraged the City adopt a procurement policy that promotes the purchase of products that are environmentally preferable. As a result, Staff drafted the attached administrative policy.

The purpose of the Environmentally Preferred Procurement Policy (Attachment 1) is to promote the purchase of products that are environmentally preferable. By doing so, the City can encourage sustainable practices that conserve natural resources, reward

environmentally responsible manufacturers, and minimize the City's environmental impact.

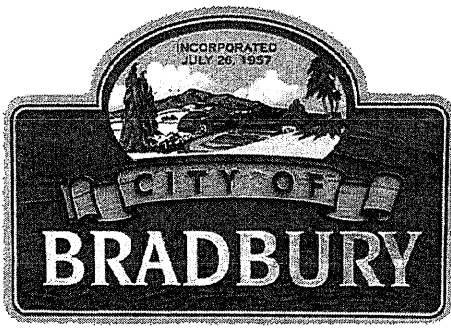
### **FINANCIAL ANALYSIS**

There is no fiscal impact associated with the recommended action.

### **STAFF RECOMMENDATION**

Staff recommends that the City Council adopt the Environmentally Preferred Procurement Policy.

# **ATTACHMENT #1**



Administrative Policy Manual  
Policy No: 19-01  
Date: July 16, 2019  
Approved: \_\_\_\_\_

**SUBJECT: ENVIRONMENTALLY PREFERRED PROCUREMENT POLICY**

**PURPOSE:** This policy is to promote the purchase of products that are environmentally preferable.

---

### **BACKGROUND:**

Local and state governments form one of the largest consumers of goods and services. As such, these organizations have a significant opportunity to reduce their environmental impact and encourage sustainable markets by incorporating environmental considerations in purchasing practices.

By incorporating environmental considerations in public purchasing, the City of Bradbury can encourage sustainable practices that conserve natural resources, reward environmentally responsible manufacturers, and minimize the City's environmental impact.

### **DEFINITIONS:**

**Bio-based:** Products or substances that utilize agricultural crops or residues but do not include products made from forestry materials.

**Biodegradable:** A product, material, or substance that has the ability to readily decompose in a reasonable period of time.

**Environmentally Preferable:** A product or service that has a lesser or reduced effect on human health and the environment when compared with competing products or services that perform the same purpose. Environmentally preferable products and services may include the following characteristics:

- Durable, repairable, reusable, or recyclable
- Minimal packaging, toxic content, or chemical hazard potential
- Resource and energy efficient during the manufacture, production, distribution, use, and disposal phases of a product's lifecycle
- Use and disposal pose little or no environmental liability

**Postconsumer Recycled Material:** Material which would normally be disposed of as a solid waste, having reached its intended end-use and completed its life cycle as a consumer item, and does not include manufacturing or converting wastes.

**Practicable:** Goods or services that are compatible with local, state, and federal laws, without reducing safety, quality, or effectiveness, and where the product or service is available at a reasonable price in a reasonable period of time.

Recyclable: Products or materials that can be reprocessed, remanufactured, or reused.

Recycled Content: The percentage of recovered material, including pre-consumer and post-consumer materials, in a product.

### **GENERAL POLICY:**

1. The health and safety of workers and citizens is of utmost importance and takes precedence over the items in this policy.
2. Nothing contained in this policy will be construed as requiring a department or contractor to procure products that do not perform adequately for their intended use, exclude adequate competition, or are not available at a reasonable price in a reasonable period of time.
3. Nothing contained in this policy will be construed as requiring the City or purchaser to take any action that conflicts with local, state, or federal requirements.

#### Source Reduction

1. The City shall institute practices that reduce waste and result in the purchase of fewer products whenever practicable and cost effective, but without reducing safety or workplace quality.
2. Products that are durable, long lasting, reusable, or refillable are preferred whenever feasible.
3. Packaging that is reusable, recyclable, or compostable is preferred when practicable.
4. The City shall consolidate the number of shipments from a vendor to reduce the amount of shipping materials.

#### Life Cycle

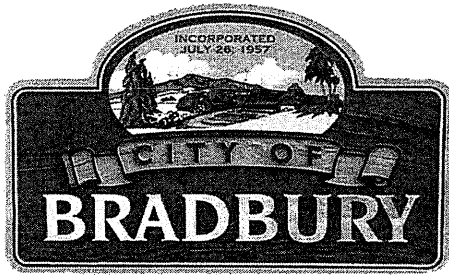
When purchasing products or services, the City shall consider short and long-term costs when comparing alternatives. This will include total costs expected while the product is owned by the City, such as acquisition, extended warranties, operation, supplies, maintenance, disposal, and anticipated lifetime compared to alternatives.

#### Bio-Based Products

1. Paper, paper products, and construction products made from non-wood, plant-based contents such as sustainably grown agricultural crops and residues are encouraged whenever practicable.
2. Bio-based products that are biodegradable and compostable, such as bags, film, food and beverage containers, and cutlery, are encouraged whenever practicable.

A. Office Supplies

1. The City shall purchase copy and printer paper with recycled and/or postconsumer content, at a reasonable price and without sacrificing quality.
2. The City shall purchase printers and copiers that are compatible with recycled content materials and supplies.
3. All documents shall be printed and copied on both sides to reduce the use and purchase of paper, whenever practicable.



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

## City of Bradbury Agenda Memo

TO: Honorable Mayor and Members of the City Council

FROM: Scarlett Santos Leon, Management Analyst

DATE: July 16, 2019

SUBJECT: **Appointment of Public Safety Committee Seats**

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### **SUMMARY**

Currently, all terms for Public Safety Committee members sunset in June 2019. Staff recommends that the City Council make appointments to the Public Safety Committee for a two-year term.

### **DISCUSSION**

In December 2018, the City Council adopted Ordinance No. 361 restructuring the former Emergency Response Committee (ERC) to the Public Safety Committee (PSC). Per Ordinance No. 361 Section 4, membership is defined:

#### **Membership.**

- A. The Public Safety Committee shall consist of five (5) members: one (1) resident of each district, appointed by the member of the City Council representing the district. No current member shall be required to vacate his or her appointment on the Committee. Current members of the Emergency Response Committee shall be deemed appointed to the Public Safety Commission at least for the duration of their current terms.
- B. The Committee may appoint such other members of the general public, the Fire Department, Sheriff's Department, Red Cross, the County of Los Angeles, FEMA, or other persons or organization similar to those above.

C. Term of office: Committee members serve two-year terms and are eligible for reappointment.

D. Removal: Any member of the Committee may be removed at any time by a majority vote of the City Council. A member shall be automatically terminated from membership on the Committee upon three (3) unexcused absences or absence from more than 50% of the meetings during the calendar year.

Terms for all PSC members sunset in June 2019. Current list of members is reflected in the table below.

DISTRICT	PRIMARY	SECONDARY
1	Frank Hernandez	Vacant
2	Serena Burnett	Priscilla Hervey
3	Vacant	Vacant
4	Karen Flaherty	Vacant
5	Aaron Dunst	Vacant

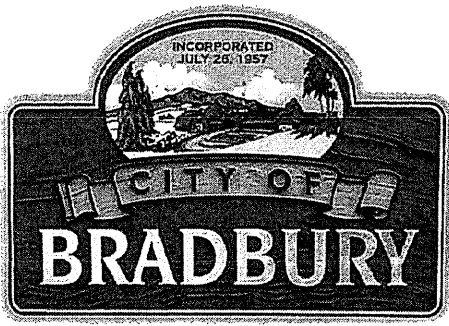
There are no members for District 3 and Secondary member positions are vacant for Districts 1, 3, 4 and 5.

### **FINANCIAL ANALYSIS**

There is no fiscal impact associated with the recommended action.

### **STAFF RECOMMENDATION**

Staff recommends that the City Council make appointments to the Public Safety Committee for a two-year term.



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## City of Bradbury Agenda Memo

TO: Honorable Mayor and Members of the City Council

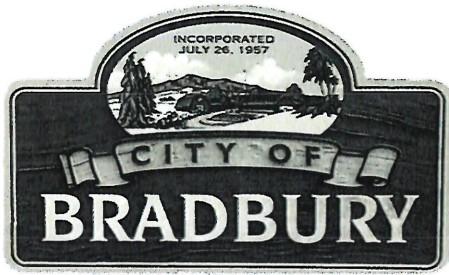
FROM: Kevin Kearney, City Manager

DATE: July 16, 2019

SUBJECT: **PRESENTATION – Upper San Gabriel Valley Water District's  
“State of the District”**

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There is no Staff Report and/or Attachments for this Presentation.



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

## City of Bradbury Agenda Memo

TO: Honorable Mayor and Members of the City Council

FROM: Kevin Kearney, City Manager

DATE: July 16, 2019

SUBJECT: **PROPOSED RATE INCREASES FOR ANIMAL CONTROL SERVICES THROUGH THE PASADENA HUMANE SOCIETY**

ATTACHMENTS: 1. *Proposed Rate Increase Breakdown*  
2. *Previous Agreement for Animal Control Services with the Pasadena Humane Society*  
3. *Additional Breakdown of Pasadena Humane Society's Overall Operational Costs*

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### SUMMARY

The Pasadena Humane Society recently advised the City that the current agreement between the City and the Pasadena Humane Society expired on June 30, 2019. As part of the contract renewal, the Pasadena Humane Society is proposing rate increases to continue their services.

Staff recommends that the City Council continue this item and direct Staff to solicit bids from surrounding animal control organizations. It is recommended that this item be sent to the Public Safety Committee for review, and they would make recommendations back to the City Council for final approval.

Representatives from the Pasadena Humane Society will be in attendance to field any questions from the City Council.

### DISCUSSION

On July 3, 2019, City Staff met with representatives of the Pasadena Humane Society's Staff and Board of Directors to discuss contract renewal and their proposed rate increases.

for the City of Bradbury. The City's contract with the Humane Society expired on June 30, 2019.

The Humane Society recently performed a rate and operations study and discovered that the operational services provided to cities was being supported by other areas in their organization. As such, the Humane Society has altered their rates for service to cover all the operational costs to provide animal care and control services to the City of Bradbury.

### **FINANCIAL ANALYSIS**

The costs associated with the City's *previous* agreement (Attachment #2) reflected a rate of \$4.25 per capita based on the 2010 US Census of 1048 residents. The *previous* agreement also allowed for CPI increase to not exceed 3% annually. The *proposed* agreement alters the financial structure by factoring in costs of all individual calls and response throughout the City, any follow up call-outs regarding nuisance calls, and costs for additional information needed. This is starkly different than basing charges on a per capita basis. Both the *previous* and the *proposed* agreements allow for the City to retain 50% of all licensing proceeds and retain all impound fees.

The change in cost structuring is quite significant and is not reflected in the Fiscal Year 2019-2020 budget. Below is a summary breakdown of the costs covered by the *previous* agreement and the *proposed* agreement. Costs are shown on a yearly basis, and a more detailed analysis can be located in Attachment #1:

<i>Previous</i> Agreement	\$4,776.96
Less Licensing	-\$2,210.70
Less Impounds	-\$120.00
<b>CURRENT TOTAL</b>	<b>\$2,446.26</b>

<i>Proposed</i> Contract	\$20,415.00
Less Licensing	-\$2,210.70
Less Impounds	-\$120.00
<b>PROPOSED TOTAL</b>	<b>\$18,084.30</b>

Difference Amount	\$15,638.04
Percentage Increase	639%

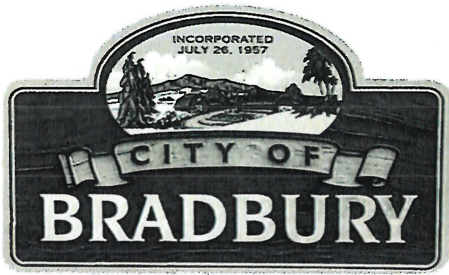
## **ALTERNATIVES**

1. The City Council may elect to continue services with the Pasadena Humane Society. If this is desired, the City Council should:
  - a. Approve the rate change and authorize the City Manager to enter into an agreement with the Pasadena Humane Society for animal control services, which would be similar to the previous Agreement (Attachment #1)
  - b. Approve an amendment to the 2019-20 Budget to increase account #101-25-7000 by \$14,085
2. The City Council may direct Staff to collect additional information from alternative animal care and control organizations. If this is desired, the City Council should continue this item and direct Staff to solicit bids. It should be determined if it is desired to:
  - a. Have the item returned to the City Council once bids are assembled.
  - b. Have the item sent to the Public Safety Committee for review, since their scope of duty was recently expanded to include animal control related topics. The Committee would then make recommendations back to the City Council for final approval.

## **STAFF RECOMMENDATION**

Staff recommends that the City Council continue this item and direct Staff to solicit bids from surrounding animal control organizations. It is recommended that this item be sent to the Public Safety Committee for review, and they would make recommendations back to the City Council for final approval.

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# **ATTACHMENT #1**

City	Service	# of calls per year	Cost	Total Cost	Notes
<b>Bradbury</b>	All calls made to dispatch from contract area	98	150.32	14,731.36	Should include all calls made from this contract area to dispatch
	Additional cost, nuisance calls	4	122.67	490.68	Should only include calls that require follow up for public nuisance cases
	Additional cost, additional investigation	5	27.26	136.30	Should only include calls that require follow up for additional investigation
	Additional cost, court cases	0	954.00	0.00	Should only include calls that require preparation for court case
	All Kennel permit requests	0	44.30	0.00	Should include all kennel permit requests
	<b>Total Animal Control Services</b>			<b>15,358.34</b>	
	<b>Other Costs</b>	Estimated # of contracts	Total Annual Cost	Total Cost	
	License Canvassing	10	273,780.00	515.26	0.18820% of canvassing costs per capita
	Wildlife	10	764.88	0.00	Presentations to city council only/ not included
	<b>Total Other Costs</b>			<b>515.26</b>	
	<b>Total animal control services and other costs</b>		<b>Contract Amount</b>	<b>15,873.60</b>	
	Population of all cities combined	580,756	Licensing	4,421.40	Based on 2018 Licensing Income
	Bradbury Population	1,093	Impounds	120.00	Based on 2018 Impound Income
	Percentage per Capita	0.18820%	<b>Combined License &amp; Impounds</b>	<b>4,541.40</b>	
			<b>Contract Amount</b>	<b>20,415.00</b>	
	Note: number of calls are based on actual dispatch documents				
			Licensing	2,210.70	50% Retained by City
			Impounds	120.00	100% Retained by City
			<b>Combined Totals Retained</b>	<b>2,330.70</b>	
			<b>Estimated Net Payments</b>	<b>18,084.30</b>	<b>Estimated amount of payments based on 2018 Licensing &amp; Impound Revenues</b>
			Current Expiring Contract Total	4,776.96	<b>\$4.56/ per capita / Contract expires 6/30/19</b>
			Less Licensing	-2,210.70	
			Less Impounds	-120.00	
			<b>Current Net Payments of Expiring Contract</b>	<b>2,446.26</b>	
			<b>Increase per service calls</b>	<b>15,638.04</b>	

# **ATTACHMENT #2**



## **CITY OF BRADBURY AGREEMENT FOR ANIMAL CONTROL SERVICES WITH PASADENA HUMANE SOCIETY**

---

**THIS AGREEMENT**, made and entered into as of this 1st day of July 2014, by and between the CITY OF BRADBURY, a municipal corporation (hereinafter referred to as "City") and the PASADENA HUMANE SOCIETY, SPCA (hereinafter referred to as "SOCIETY"):

### **RECITALS**

**WHEREAS**, City desires to use the services, equipment, facilities and supplies provided by Society in the enforcement and performance of the powers and duties of the Animal Control Officer and Poundmaster of the City of Bradbury as set forth in Article IV Chapter 10 of the Bradbury Municipal Code ("Code"), as it may be amended from time to time; and

**WHEREAS**, Society is willing to provide such services, supplies, materials and use of its equipment and facilities in the enforcement and performance of said powers and duties and other animal control related services herein stated; and

**WHEREAS**, the performance of this Agreement by Society shall be consistent with the mission statement of Society, attached as Exhibit A and incorporated as part of this Agreement;

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

**SECTION 1. TERM.** The services provided pursuant to this Agreement shall be for a period of five (5) years beginning on July 1, 2014, and ending June 30, 2019, unless terminated as provided by Section 26.

**SECTION 2. APPOINTMENT.** City appoints Society as the Animal Control Officer and Poundmaster of the City of Bradbury for the period beginning July 1, 2014 and ending June 30, 2019, and hereby authorizes, directs and empowers Society to perform during the term of this Agreement all the powers and duties conferred and imposed upon the Director Animal Control Officer and Poundmaster by the Code and applicable state laws as they may be amended from time to time.

**SECTION 3. ACCEPTING OF APPOINTMENT.** Society agrees to undertake and perform all the powers and duties conferred and imposed upon the Animal

Control Officer and Poundmaster during the term of the Agreement.

**SECTION 4. DEPUTY POUNDMASTER.** If necessary, Society may appoint Deputy Poundmaster(s).

**SECTION 5. CITY POUND.** Society agrees to furnish and maintain during the term of this Agreement without charge or expense to City, building(s) or enclosure(s), to be known and designated as the "City Pound" which shall be suitable for the keeping and safe holding of all animals which are by law subject to impound. Society will provide adequate shelter, care and emergency veterinary services at the City Pound and shall maintain compliance with all applicable local, state and federal laws.

**SECTION 6. PICK-UP SERVICES.** Society agrees to pick up and impound stray animals, pick up and impound at the request of any resident, Sheriff's Department or City Official, any other animal within the City that may be lawfully impounded, shall enforce all Code provisions and state laws pertaining to impounding of animals, by court proceeding if necessary, with the assistance of the City Prosecutor. In addition, Society agrees to pick up any wild animal that is posing a danger to the public, and to pick up any domestic or wild animal which has been injured.

**SECTION 7. ANIMAL BITES.** Society agrees to investigate animal bite cases referred to Society and, as appropriate, quarantine animals at their owner's residence, or pick up and hold in quarantine, animals involved in biting incidents pursuant to law.

**SECTION 8. RESPONSE TO SERVICE REQUESTS.** Society agrees to respond to requests for animal control service from 7:00 a.m. to 9:00 p.m. seven days a week. Society agrees to respond to calls for service from residents, City Officials and Los Angeles County Sheriff's Department. City shall promptly notify Society of requests received by City for animal control services.

Society shall provide pick-up emergency service 24-hours per day, seven days per week, for sick or injured animals, animals involved in biting cases, and stray animals or in the opinion of the City or Los Angeles County Sheriff's Department warrants immediate assistance by Society.

**SECTION 9. RESPONSE TIME.** Society shall establish categories of requests for service (e.g. emergency, priority, routine) through its dispatch policies. Society shall respond to requests from residents or City officials for animal control services including pick-up services, pursuant to the following response schedule:

- A. Society shall respond to emergency calls and arrive on scene within 20 minutes of receipt of such calls.
- B. Society shall respond to any routine call within two hours of receipt or if appropriate, schedule an appointment with the requesting party.

In the event of an emergency, Society may be unable to respond within the above prescribed time-periods. In such cases, Society shall respond within a time that is reasonably appropriate for the emergency.

“Emergency” is defined as any local, state or federal declared emergency or any event which causes Society to evacuate its own facilities, including the City Pound, or affects the health, safety and well-being of animals residing in the City Pound.

**SECTION 10. SPAYING OR NEUTERING.** Society agrees to impose the requirements to guarantee spaying or neutering, pursuant to Los Angeles County Code Title 10, Part 4, or other applicable law. Society will not release such an animal to a Bradbury resident unless there has been compliance with the applicable Code provision.

**SECTION 11. INVESTIGATION.** Society agrees to investigate all cruelty to animal charges and complaints brought to the attention of Society by any person, up to and including barking dogs or excessively noisy dogs or other animals. Society shall conduct follow-up visits on all complaints and shall attempt to resolve barking dog complaints among residents on an informal basis. Society shall cooperate with the Los Angeles County Sheriff's Department, City Prosecutor, District Attorney's Office and City Manager with regards to requested investigations concerning animal problems.

**SECTION 12. DECEASED ANIMALS.** Society agrees to dispose of carcasses of all animals which come into its possession or that of the Animal Control Officer or Poundmaster or their designees in the performance of the powers conferred and the duties imposed by the Code. Society will also pick up and dispose of any dead animal from private property within the City and pick up and dispose of all dead wild animals and all dead domestic animals from public streets and public or private property. Society may impose a reasonable charge to the owner of a dead animal for picking up and disposing of such animal from private property. The schedule of charges must be approved by the City Manager.

**SECTION 13. LICENSING and CANVASSING.** Society agrees to be responsible for all animal licensing within the City of Bradbury. To ensure a successful licensing effort at the City's request, Society shall annually perform neighborhood canvassing as part of the licensing effort.

Such services shall include but not be limited to” maintaining a database of all animal licenses including all owner registration and animal information; obtaining and transferring for Society's use, all Los Angeles County Department of Animal Care and Control license information to the database, collection and recordation of all animal license fees and charges, issuance and tracking of renewal notices; enforcement of delinquent accounts.

Society agrees that all licensing and registration information obtained shall become the property of the City of Bradbury and shall be surrendered at no additional cost to the City upon termination of this agreement in a form acceptable to both parties.

Fees for all licenses shall be set by the Bradbury City Council annually and furnished to the Society. All funds generated from the purchase of licenses shall be deposited and reported in a manner agreed to by the Bradbury City Manager or designee.

**SECTION 14. CITATIONS.** Society agrees to enforce Chapter 10 of the Bradbury Municipal Code entitled "Animals and Pound Service." Society represents that all officers that patrol the City, respond to service requests, conduct investigations and conduct pick-up service shall be "animal control officers" as defined by Section 830.9 of the California Penal Code and at least one of its animal control officers shall be qualified as a humane officer pursuant to Section 14502 of the California Corporations Code. All officers may issue notices to appear in court as prescribed by state law for any violations of state or local animal control laws occurring within the City, including but not limited to violations of the Code. Society agrees to furnish a sufficient quantity of citation forms to perform this service.

Prior to filling a citation or criminal complaint, Society agrees to contact and coordinate the process with the City Prosecutor, Los Angeles County Sheriff's Department and City Manager.

**SECTION 15. HEALTH DEPARTMENT QUARANTINE.** When directed by the County Health Officer, Society shall pick up, accept, care for and maintain in custody, any animal from within the City territory to be held for observation by the County Health Officer and to maintain such animal in an individual kennel away from contact with other animals during the time so held. Owners may be charged a reasonable fee for care and feeding of such animals during quarantine period.

**SECTION 16. EMERGENCY PREPAREDNESS / DISASTER RESPONSE.** In the case of a local, state or national disaster that affects the health, safety and well-being of animals residing in the City, Society agrees to assist City with its disaster response and evacuate animals if necessary and to the extent Society may reasonably do so. If necessary, Society agrees to suspend regular services in order to meet the obligations of this section. In no event shall Society be obligated to provide aid and assistance where such provision would be disproportionately detrimental to public health, safety or welfare of the other communities it services. Society agrees to participate in the City's emergency planning process.

**SECTION 17. RELOCATION OF WILD ANIMALS.** If Society encounters any wild animal prohibited by the Code during the performance of this Agreement, Society shall relocate the wild animal.

**SECTION 18. INSPECTION.** If directed by the City Manager, Society shall inspect pet shops, grooming parlors and boarding kennels for compliance with local ordinance and state laws.

**SECTION 19. BONDS.** Society shall furnish without charge to City, a fidelity bond, of a corporate surety satisfactory to City, covering its officers, employees, individually and collectively, in the aggregate amount of \$100,000.00 for the benefit of City for the term of this Agreement.

**SECTION 20. INDEMNITY.** To the full extent permitted by law and by a court of competent jurisdiction or written agreement between the parties, Society covenants not to sue and shall defend, indemnify and hold harmless City, its employees, agents and officials, from any liability, claims suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, whether actual, alleged or threatened, actual attorney fees incurred by City, court costs, interest, defense costs including expert witness fees and any other costs or expenses of any kind whatsoever without restriction or limitation resulting from the performance of this Agreement by Society, its employees, representatives, subcontractors, agents and officials, or any Society activity on or use of City's premises or facilities or from any acts, errors or omissions, including, without limitation, professional negligence, of Society, its employees, representative, subcontractors, or agents.

**SECTION 21. INSURANCE.** Society shall, at its own cost and expense, promptly secure after execution of this Agreement the following insurance:

- A. Comprehensive general liability insurance under a standard ISO-CGL form with a combined single limit of \$4,000,000 for each occurrence and in the aggregate. Coverage is required to be maintained throughout the term of this Agreement. Liability insurance shall be endorsed to add City as an additional insured. Society may include all subcontractors as insureds under its own policy or each subcontractor shall furnish separate insurance meeting the requirements set forth herein.
- B. Comprehensive automobile liability insurance for any owned, non-owned and hired vehicle used in the connection with the performance of this Agreement under standard ISO form including auto coverage with limits of not less than \$500,000.
- C. Worker's Compensation insurance as required by law. Compliance is accomplished in one of the following manners:
  - 1. Provide copy of permissive self-insurance certificate approved by the State of California; or
  - 2. Secure and maintain in force a policy of workers' compensation

insurance with minimum statutory limits and Employee's Liability insurance with a minimal limit of \$1,000,000 per accident. The policy shall be endorsed to waive all rights of subrogation against City, its employees, agents, officials and volunteers for losses arising from performance of this Agreement; or

3. Provide a "waiver" form certifying that no employees subject to the Labor Code's Workers' Compensation provisions will be used in performance of this Agreement.

Each policy of insurance required hereunder shall:

- A. Provide that the coverages are primary to any other applicable insurance coverages carried by the additional insureds;
- B. Be issued by an insurance company which is admitted to do business in the state of California, and which is rated "A VII" or better in the current edition of Best's Insurance Guide;
- C. Contain an endorsement providing that the policy shall not be cancelled, reduced, or otherwise modified without the insurance carrier giving the City a minimum of thirty (30) days' prior written notice.

Society shall submit to City a certificate of insurance and endorsements for each policy not less than one (1) day prior to beginning of performance under this Agreement. Each certificate shall be signed by a person authorized by that insurer to bind coverage on its behalf. The certificate(s) must be in a form approved by the City. City may require complete certified copies of any or all policies at any time.

Failure to maintain required insurance at all times shall constitute a default and material breach of this Agreement. In such event, Society shall immediately notify City and cease all performance under this Agreement until further directed by the City other than caring for animals impounded or quarantined at Society's shelter prior to termination. In the absence of satisfactory insurance coverage, City shall have the option to immediately terminate this Agreement.

**SECTION 22. COMPENSATION.** In consideration for all services provided to City under this Agreement, City agrees to pay Society a rate of \$4.25 per capita based on the 2010 US Census of 1048 resident for FY 2014-2015 and 2015-2016 and subsequent years an increase based upon CPI not to exceed 3% annually plus 50% of all licensing proceeds. City will retain all impound fees.

Society shall invoice City on the first day of each month. City will pay for each month's services within 20 days after receipts of said invoice. Payments for any single month of service shall not exceed one twelfth of the total sum for each fiscal year.

**SECTION 23. PROCEEDS FROM SOCIETY ACTIVITIES TO CITY.** Society shall pay to City, by the 20th day of each month, all revenue collected from impound charges resulting from the services provided under this Agreement. Society shall be responsible for charging such fees for services as are adopted by resolution by the City Council.

**SECTION 24. REPORTS.** Society shall provide monthly to the City Manager a detailed report of the services provided. The report shall include the number of stray/deceased animals picked up, the number of calls responded to, their location, the time and number of animals held by Society, the number of animals impounded and the impound charges collected, and identification of any problem areas or issues identified by Society in providing the service required pursuant to the Agreement.

**SECTION 25. NOTICES.** Any notice which is required to be given by any provision of this Agreement may be given by hand delivery, by any overnight courier service providing dated evidence of delivery, or by U.S. certified mail return receipt required. Each notice shall be addressed as follows unless a party notifies the other party in writing of a different address for receipt of notice:

**CITY:** Michelle Keith  
City Manager  
City of Bradbury  
600 Winston Avenue Bradbury, CA 91008

**WITH A COURTESY COPY TO:**

Cary S. Reisman  
City Attorney  
Wallin, Kress, Reisman & Kranitz LLP  
2800 28<sup>th</sup> Street, Ste. 315  
Santa Monica, CA 90405

**SOCIETY:** Steven R. McNall  
President/CEO  
The Pasadena Humane Society & SPCA  
361 South Raymond Avenue  
Pasadena, CA 91105

**SECTION 26. TERMINATION.** This Agreement shall remain in effect unless terminated by either party with or without cause by a 30-day prior written notice of such termination. The notice shall state the termination date. In the event this Agreement is terminated, Society shall be paid for services satisfactorily rendered up to the termination date, based upon the pro-rated monthly rate as set forth in Section 22 of this Agreement. Society shall also pay to City all revenue collected from impound charges up to the termination date.

**SECTION 27. COMPLIANCE WITH STATE LAWS.** Society shall comply

with all applicable state laws, including but not limited to, laws relating to animal shelters, humane organizations, lost, stray animals and neuter programs.

**SECTION 28. INDEPENDENT CONTRACTOR.** Society is, and shall at all times remain as to City, a wholly independent contractor. Society shall have no power to incur any debt, obligation, or liability on behalf of City or otherwise act on behalf of City as an agent. Neither City nor any of its agents shall have control over the conduct of Society or any of Society's employees or independent contractors, except as set forth in this Agreement.

Society shall not, at any time, or in any manner, represent that it or any of its agents or employees are in any manner agents or employees of City.

**SECTION 29. MAINTENANCE AND INSPECTION OF RECORDS.** The City or any of its authorized auditors or representatives, shall have access to and the right to audit, excerpt, reproduce, and transcribe any of the Society's records, to the extent the City deems necessary to insure it has received or is receiving all money to which it is entitled under the agreement or for other purposes relating to the Agreement. Such records include, without limitation, journals, ledgers, records of accounts payable and receivable, profit and loss statements, financial statements, bank statements, invoices, receipts, subcontractors, agreements, notes, correspondence, memoranda, and any other documents required by the City or by the laws or regulations of any Federal, state or local governmental agency.

Society shall maintain and preserve all such records for a period of at least three years after termination of this Agreement.

Upon written notice by the City, the Society shall promptly make all such records available to auditors or other representatives of the City.

Society shall maintain all such records in the City of Pasadena. If located elsewhere, the Society shall promptly reimburse the City for all reasonable costs incurred in conducting the audit at a location other than the City of Pasadena or the City of Bradbury, including but not limited to expenses for personnel, salaries, private auditors, travel, lodging, meals and overhead.

**SECTION 30. NON-ASSIGNMENT CLAUSE.** Society cannot assign or delegate or otherwise transfer this Agreement or the rights or duties contained herein to any individual, person or legal entity otherwise without the written consent of the City Manager of City.

**SECTION 31. PARAGRAPH HEADINGS.** Any heading of the several paragraphs of this Agreement is inserted for convenience and reference only and shall not be held or construed in any manner to affect the scope, or to limit or to qualify the meaning nor intent of the provisions thereof.

**SECTION 32. ENTIRE AGREEMENT.** This Agreement constitutes the entire

agreement of the parties and supersedes a prior or contemporaneous representations or agreements of the parties. The Agreement may be revised or modified only by written agreement of both parties signed by an authorized representative of each party.

**SECTION 33. APPLICABLE LAW.** This Agreement shall be governed by the laws of the State of California.

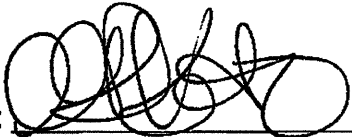
**SECTION 34. ATTORNEY'S FEES.** In the event that legal action is necessary to enforce or interpret the provisions of this Agreement, the prevailing party in such action or proceeding shall be entitled to recover its costs of suit, including attorney's fees from the opposing party in any amount determined by the Court to be reasonable.

**SECTION 35. COUNTERPART EXECUTION.** This Agreement may be executed in counterparts, each of which so executed shall be deemed an original irrespective of the date of the execution, and said counter parts shall together constitute one and the same agreement.

**IN WITNESS WHEREOF,** the parties hereto have caused this Agreement to be executed by their duly authorized representatives as of the date first written above.

CITY OF BRADBURY:

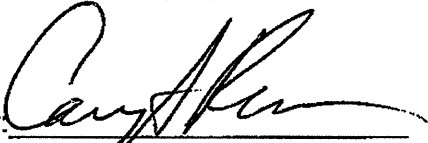
BY:



Michelle Keith, City Manager


APPROVED AS TO FORM:

By:



Cary S. Reisman, City Attorney

ATTEST:



Claudia Saldana, City Clerk

THE PASADENA HUMANE SOCIETY

BY:



Steve McNall, President/ CEO

# **ATTACHMENT #3**

Animal Control

Staff, training, and supplies

Animal Control Officers: 16

Officer uniforms and supplies: \$1,500 cost

3 uniforms

Shoes

Underbelt

Overbelt

Key holder

Bike stick

Cuffs

Radio holder

Radio includes the ear piece

Pepperspray

Belt keepers

Jacket/ rain coat

baseball cap

Jumpsuit - for the on call

Twice a year - \$250 allowance

Bulletproof vest, if requested and replaceable every 3 years

Officer trainings:

New hires - 3 weeks of hands on training

PC 832 course (40 hours)

Pepperspray training (8 hours)

Bite stick training (8 hours)

Humane training (80 hours)

Chemical capture training (4-5 day course, out of state) \$1,400 per person

Animal control trucks: \$90,000 includes computer and radio

Truck supplies:

Catch pole

Leashes

Gloves

Shovel

Bolt cutters

Gurney

Traps/transfer cage

Sanitizers

Estimated hours

40.00

8.00

8.00

80.00

36.00

Trash bags  
Bucket  
Snake tongs

Dipatchers: 2 full time staff  
3rd party off hours dispatch service

City Contracts

Contracts include the following animal control services:

Responses on bites, neglect, cruelty  
Patrol service  
animal noise complaints  
Owner surrender  
Owner request euthanasia  
Animal related investigations and paperwork  
Preparation and representation on hearings when necessary  
Disaster response

Process of animal control calls

**A**      **Dispatch**

All calls go through dispatch and gets entered in the system.  
Dispatch will see which officer is the closest and available then assign the office on the system.

Average time 30 mins.

0.50

**B**      **Officer Response**

General cases

Officer respond and travel time - average 45 mins.  
Officer activity (dependent on the call and situation) - average 1 hour  
Officer drop off/in take - .15 minutes per animal  
Clean and sanitazation of truck - 5-10 minutes

0.75  
1.00  
0.25  
0.13

Nuisance cases

Officer calls and explain situation to complaining party, neighbors, and owners of animal. Average of 1 hour.

1.00

1 nuisance call takes about 3 follow ups - average 3-4 hours in total

3.50

Investigations

Visit to owner/animal - average 45 minutes  
Follow up call or visit - average 15 minutes

0.75  
0.25

**C**      **Other Officer Activities**

Court and appeals

If situations are not resolved, officers deal with hearing process and appeals.  
For nuisance cases, declaring public nuisance can take average of 25-30 hours of 1 officer.

27.50

Kenel Permits (Glendale)

New applications take about 20 minutes

0.33

Additional 5-10 minutes to contact neighbors

0.13

Each application requires 2 visits, 20 minutes per visit

0.67

Officer prepares report, 10 minutes

0.17

Renewals require 1 visit - 20 minutes

0.33

Canvassing (licensed dogs)

**A**  
Canvassing

Morning canvas fieldwork takes 4.5 hours, 5 canvassers and 1 lead

4.50

Canvassers call sell licenses on spot

Then staff takes lunch break

Afternoon is spent back in the office for data input and update system, 3.5 hours of data entry, 5 canvassers and 1 lead

3.50

**B**  
Supplies

5 collared shirts

Hat

Shoe allowance (\$50 twice a year)

Tags

Office supplies, pen/paper

Wildlife

PHS provides wildlife education - make recommendations and management plans

Wildlife seminars take about 1.5 hours - done by Elizabeth Campo, Vice President

1.50

Reviewing management wildlife plan can take 6 hours for both Elizabeth Campo, Vice President, and the Wildlife coordinator. Occurs 2x year

6.00

Animal Control- Wildlife

	Rate/ Cost	Hourly Burden	Total Hourly Rate
		Burden, tab 1, cell H23	
Animal Control			
Vice President (Elizabeth Campo)	60.09	5.95	66.04
Wildlife Coordinator	19.65	5.95	25.60

Labor
Supplies
Number of people/occurrences
Information pulled from other sheets/cost analysis sheets
Locked cells due to formulas

Cost per Seminar	Cost	Units	Unit Description	Formulas	Notes	
Vice President (Elizabeth Campo)	66.04	1.50	hours	99.06		99.06
Preparation cost	Cost	Units	Unit Description	Formulas	Notes	
Vice President (Elizabeth Campo)	66.04	12.00	hours	792.48	Review takes 6 hours and takes place twice per year.	792.48
Wildlife Coordinator	25.60	12.00	hours	307.20	Review takes 6 hours and takes place twice per year.	307.20
Total Wildlife Seminars	6					

Total cost per wildlife seminar	282.34
Estimated annual wildlife seminar cost	777.64

Animal Control					Labor	
					Supplies	
					Number of people/occurrences	
	Rate/ Cost	Hourly Burden	Total Hourly Rate		Information pulled from other sheets/cost analysis sheets	
Animal Control		Burden, tab 1, cell H23			Locked cells due to formulas	
Animal Control officers	21.31	5.95	27.26			
Dispatchers	18.43	5.95	24.38			
Below is a summary of the costs of the average animal control calls, and then any additional costs for specialty cases						
Cost per call	Cost	Units	Unit Description	Formulas	Notes	
Dispatchers	24.38	0.50	hours			12.19
Animal Control officers	27.26	2.13	hours		General call response time	57.93
Daily share of Animal Control Overhead costs	244.44	0.33	share of overhead costs		Daily share of cost of new officers, new truck, and officer and dispatch annual costs, not including salaries	80.21
Total cost, one typical call to dispatch						150.32
Additional Costs, specialty calls						
Cost per call, if nuisance	Cost	Units	Unit Description	Formulas	Notes	
Animal Control officers	27.26	4.50	hours	122.67		122.67
Total cost, if a typical call becomes a nuisance call						272.99
Cost per call, if investigation is mounted	Cost	Units	Unit Description	Formulas	Notes	
Animal Control officers	27.26	1.00	hours	27.26		27.26
Total cost, if a typical call becomes a nuisance that requires additional investigation						300.25
Cost per call, if investigation case goes to court	Cost	Units	Unit Description	Formulas	Notes	
Animal Control officers	27.26	27.50	hours	749.65		749.65
Total cost, if a typical call becomes a nuisance that requires additional investigation and then becomes a court case						1,049.90
Cost per call, if call is related to kennel permit (Glendale only)	Cost	Units	Unit Description	Formulas	Notes	
Animal Control officers	27.26	1.63	hours	44.30		44.30
Total cost, if the call is related to obtaining a kennel permit						44.30

Animal Control- Canvassing

Rate/ Cost	Hourly		Total Hourly Rate
	Burden	cell H23 Burden, tab 1,	
Animal Control			
Canvassing staff	15.49	5.95	21.44
Lead canvas staff	21.85	5.95	27.80

Labor
Supplies
Number of people/occurrences
Information pulled from other sheets/cost analysis sheets
Locked cells due to formulas

Cost per canvassing day	Cost	Units	Unit Description	Formulas	Notes
Canvassing staff	21.44	8.00	hours	171.52	171.52
Lead canvas staff	27.80	8.00	hours	222.40	222.40

Costs, canvassing overhead	Cost	Units	Unit Description	Formulas	Notes
5 collared shirts	34.00	5.00	shirts per 1 staff	170.00	5 shirts per staff
Hat				-	Immaterial, per PHS
Shoe allowance (\$50 twice a year)	50.00	2.00	number of allowances per employee	100.00	2 per year per staff
Tags				-	Immaterial, per PHS
Office supplies, pen/paper				-	Immaterial, per PHS

Total cost, canvassing overhead	270.00
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Total Canvassing days	252
Total Canvassing staff	6

Daily overhead	6.43
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Total Canvassing Staff	5
Total Lead Canvassing Staff	1

Daily cost, canvassing	1,086.43
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Annual cost, canvassing	273,780.00
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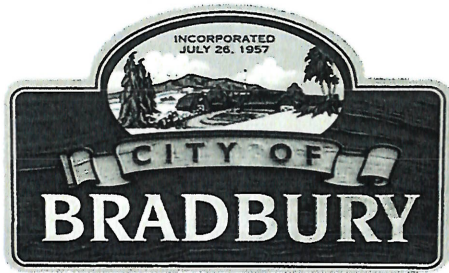
Animal Control- Wildlife

Animal Control	Hourly				
	Rate/ Cost	Burden	Total Hourly Rate	Labor	Supplies
Vice President (Elizabeth Campo)	60.09	5.95	66.04	Number of people/occurrences	Information pulled from other sheets/cost analysis sheets
Wildlife Coordinator	19.65	5.95	25.60	Locked cells due to formulas	

Cost per Seminar	Cost	Units	Unit Description	Formulas	Notes	
Vice President (Elizabeth Campo)	66.04	1.50	hours	99.06		99.06
Preparation cost						
Vice President (Elizabeth Campo)						
Wildlife Coordinator	66.04	12.00	hours	792.48	Review takes 6 hours and takes place twice per year.	792.48
	25.60	12.00	hours	307.20	Review takes 6 hours and takes place twice per year.	307.20

Total Wildlife Seminars 6

Total cost per wildlife seminar	282.34
Estimated annual wildlife seminar cost	777.64



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

## City of Bradbury Agenda Memo

TO: Honorable Mayor and Members of the City Council

FROM: Kevin Kearney, City Manager

DATE: July 16, 2019

SUBJECT: **AWARD OF BID AND APPROVAL FOR AN ENVIRONMENTAL CONSULTANT CONTRACT AND APPROVAL OF A REIMBURSEMENT AGREEMENT FOR A PROPOSED SUBDIVISION AND DEVELOPMENT PROJECT KNOWN AS THE "CHADWICK RANCH ESTATES" IN THE BRADBURY FOOTHILLS**

ATTACHMENTS: 1. Professional Services Agreement between the City of Bradbury and UltraSystems Environmental, Inc.  
2. Agreement between the City of Bradbury and Nevis Capital, LLC for the Payment of Fees and Costs Related to Contract Environmental, Planning, Engineering and Legal Services for the Development of the Chadwick Ranch Estates  
3. Request for Proposal – April 25, 2019

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### **SUMMARY**

Nevis Capital, LLC owns 111 acres in the foothills of the City of Bradbury and has filed an application to develop the property. The City has retained UltraSystems Environmental, Inc. to assist in processing the project's Environmental Impact Report. To process the proposed project, this item seeks to adopt contracts between the City and the Ultra Systems and between the City and the Developer.

It is recommended that the City Council perform the following actions:

1. Award of Bid and Adopt the Professional Services Agreement between the City of Bradbury and UltraSystems Environmental, Inc. (Attachment #1)
2. Adopt the Agreement between the City of Bradbury and Nevis Capital, LLC for the

Payment of Fees and Costs Related to Contract Environmental, Planning,  
Engineering and Legal Services for the Development of Chadwick Ranch Estates  
(Attachment #2)

**DISCUSSION**

Nevis Capital, LLC ("Developer") owns three parcels of property consisting of approximately 111 acres in the City of Bradbury, know as the Chadwick Ranch Estates. The Developer has filed an application to develop the property into fourteen (14) residential properties and eleven (11) additional non-residential lots. The application includes a Specific Plan, Zoning Code Amendments, Zone Change and tract map.

The City of Bradbury does not have sufficient resources to prepare or review an Environmental Impact Report and related studies, reports and analysis to process the project. As such, the City desired to hire a contract environmental consultant. On April 25, 2019, the City drafted and made public a Request for Proposal (RFP) for such consultant services, which was due on May 24, 2019. A total of eight (8) responses were received, and City Staff interviewed five (5) of the most qualified applicants on June 19, 2019. Based on qualifications and pricing, Staff selected UltraSystems Environmental, Inc. as the City's contract environmental consultant for the Chadwick Ranch Estates project.

Contracts have been drafted between the City and UltraSystems Environmental, Inc. (Attachment #1) and between the City and Nevis Capital, LLC (Attachment #2). The Agreement between the City and UltraSystems Environmental, Inc. is the City's Professional Services Agreement template which specifies the consultant's scope of services, compensation based on their submitted proposal, indemnification, insurance, termination clauses, etc. The Agreement between the City and Nevis Capital, LLC contains many of these same specifications but also stipulates that the Developer agrees to pay for all professional costs and expenses related to the services provided as part of their project. This would cover the costs of the selected environmental consultant and any of the costs associated with the City's contract City Attorney firm, contract engineer, contract landscape architect and contract city planner.

As part of the Agreement, the Developer agrees to deposit \$96,310 ten (10) working days from when the Agreement is executed. This deposit provides initial funding for the environmental consulting services through Task 5.0 of their proposal, which is equal to \$56,310. The remaining amount would pay for the City's contract staff, which is equal to \$40,000. The Agreement also stipulates the Developer to pay for the remaining amount of the environmental consulting services at a later date and allows the City to request additional funding when the Developer's deposit account runs low.

### **FINANCIAL ANALYSIS**

As part of the Agreement between the Developer and the City, the Developer agrees to pay for all professional costs and expenses related to the project's environmental review process. Since services utilized as part of this agreement will be paid for by the developer's deposit(s), these Agreements pose no significant financial impact to the City.

### **STAFF RECOMMENDATION**

It is recommended that the City Council perform the following actions:

1. Award of Bid and Adopt the Professional Services Agreement between the City of Bradbury and UltraSystems Environmental, Inc.
2. Adopt the Agreement between the City of Bradbury and Nevis Capital, LLC for the Payment of Fees and Costs Related to Contract Environmental, Planning, Engineering and Legal Services for the Development of Chadwick Ranch Estates

# **ATTACHMENT #1**

**PROFESSIONAL SERVICES AGREEMENT**  
(City of Bradbury UltraSystems)

**1. IDENTIFICATION**

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is entered into by and between the City of Bradbury, a California municipal corporation ("City"), and UltraSystems Environmental, Inc., a California corporation ("Consultant").

**2. RECITALS**

- 2.1 Nevis Capital, LLC has submitted applications to subdivide and develop the 111 acre property known as Chadwick Ranch Estates into a 14-residential lot subdivision. Among other things, entitlements will require a Specific Plan and Tract Map.
- 2.2 City has determined that it requires the professional services of an environmental consultant for the analysis of the Chadwick Ranch Estates project.
- 2.3 Consultant represents that it is fully qualified to perform such professional services by virtue of its experience and the training, education and expertise of its principals and employees. Consultant further represents that it is willing to accept responsibility for performing such services in accordance with the terms and conditions set forth in this Agreement.

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

**3. DEFINITIONS**

- 3.1 "Scope of Services": Such professional services as are set forth in Consultant's proposal to City relating to Tasks 1 through 7, which proposal is attached hereto as Exhibit A (the "Proposal") and incorporated herein by this reference.
- 3.2 "Approved Fee Schedule": The fee for such Services specified in Tasks 1 through 7 shall be as follows and as set forth in Consultant's Proposal attached hereto as Exhibit A. The total fee for each Task set forth in the Proposal for Environmental Consulting Services shall not exceed the amount set forth in the Proposal for each identified Task, absent written approval from the City.
- 3.3 "Commencement Date": The date upon which the City provides written notification, including e-mail notification, to commence Services.
- 3.4 "Expiration Date": The date upon which City takes final action upon the Chadwick Ranch Estates Project applications, and in the case of an approval, the Notice of Determination is filed.

#### **4. TERM**

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

#### **5. CONSULTANT'S SERVICES**

- 5.1 Consultant shall perform the services identified in the Scope of Services. City shall have the right to request, in writing, changes in the Scope of Services. Any such changes mutually agreed upon by the parties, and any corresponding increase or decrease in compensation, shall be incorporated by written amendment to this Agreement. Consultant's proposal is broken up into various tasks.
- 5.2 In no event shall the total compensation and costs payable to Consultant under this Agreement exceed the sum of \$125,400, unless specifically approved in advance and in writing by City. All tasks shall include the preparation of any required notices under CEQA, regardless of whether they are specifically listed in the proposal.
- 5.3 Consultant shall perform all work in accordance with the professional standards of Consultant's profession and in a manner reasonably satisfactory to City. Consultant shall comply with all applicable federal, state and local laws and regulations, including the conflict of interest provisions of Government Code Section 1090 and the Political Reform Act (Government Code Section 81000 *et seq.*)
- 5.4 During the term of this Agreement, Consultant shall not perform any work for another person or entity for whom Consultant was not working at the Commencement Date if such work would require Consultant to abstain from a decision under this Agreement pursuant to a conflict of interest statute.
- 5.5 Consultant represents that it has, or will secure at its own expense, all personnel required to perform the services identified in the Scope of Services. All such services shall be performed by Consultant or under its supervision, and all personnel engaged in the work shall be qualified to perform such services. Betsy A. Lindsay shall be Consultant's project manager and shall have direct responsibility for management of Consultant's performance under this Agreement pertaining to their scope of services. No change shall be made in Consultant's project administrators without City's prior written consent.

#### **6. COMPENSATION**

- 6.1 City agrees to compensate Consultant for the Environmental Services provided under this Agreement, and Consultant agrees to accept in full satisfaction for such services, payment in accordance with the Fee Schedule set forth in the Proposal and Section 5.2 of this Agreement.
- 6.2 Consultant shall submit invoices for their respective services performed pursuant

to this Agreement no more often than once a month. Each invoice shall itemize the services rendered during the billing period and the amount due. Within ten business days of receipt of the invoice, City shall notify Consultant in writing of any disputed amounts included on the invoice. Within forty-five calendar days of receipt of the invoice, City shall pay all undisputed amounts included on the invoice. City shall not withhold applicable taxes or other payroll deductions from payments made to Consultant unless otherwise required by law.

- 6.3 If Consultant determines that additional work is required to perform the Services beyond that set forth in the Proposal, Consultant shall provide City with a written request to exceed the amount set forth in the proposal with an explanation for the need. Any additional services agreed to by City shall be performed at the rates set forth in the proposal.

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

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

## **8. RELATIONSHIP OF PARTIES**

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

## **9. CONFIDENTIALITY**

All data, documents, discussion, or other information developed or received by Consultant or provided for performance of this Agreement may be deemed confidential by City, and if so deemed, shall not be disclosed by Consultant without prior written consent by City. City shall grant such consent if disclosure is legally required. Upon request, all City data shall be returned to City upon the termination or expiration of this Agreement. The preceding restriction shall not apply to information which is in the public domain, was previously known to Consultant, was

acquired by Consultant from others who have no confidential relationship to City with respect to same, or which through no fault of Consultant, comes into the public domain. Consultant shall not be restricted from releasing information, including confidential information, in response to a subpoena, court order, or other legal process. Consultant shall not be required to resist such subpoena, court order, or legal process, but shall promptly notify City in writing of the demand for information before Consultant responds to such demand.

## **10. INDEMNIFICATION**

- 10.1 To the fullest extent permitted by law, Consultant shall indemnify and hold harmless City, its officers, agents, employees and volunteers from and against any and all claims and losses, costs or expenses for any damage due to death or injury to any person, whether physical, emotional, consequential or otherwise, and injury to any property to the extent caused by Consultant's alleged negligence, recklessness or willful misconduct of Consultant or any of its officers, employees, servants, agents, or subcontractors, or anyone directly or indirectly employed by either Consultant or its subcontractors, in the performance of this Agreement or its failure to comply with any of its obligations contained in this Agreement, except such loss or damage which is caused by the sole active negligence or willful misconduct of the City. Such costs and expenses shall include reasonable attorneys' fees due to counsel of City's choice, expert fees and all other costs and expenses of litigation.
- 10.2 City shall have the right to offset against any compensation due Consultant under this Agreement any amount due City from Consultant as a result of Consultant's failure to pay City promptly, any indemnification arising under this Section 10 and any amount due City from Consultant arising from Consultant's failure to (i) pay taxes on amounts received pursuant to this Agreement; (ii) satisfy obligations to any governmental entity, or (iii) comply with applicable workers' compensation laws.
- 10.3 The obligations of Consultant under this Section 10 are not limited by the provisions of any workers' compensation statute or similar act.
- 10.4 Consultant agrees to obtain executed indemnity agreements with provisions identical to those set forth in this Section 10 from each and every subcontractor or any other person or entity involved by, for, with or on behalf of Consultant in the performance of this Agreement. If Consultant fails to obtain such indemnity obligations from others as required herein, or if such agreements prove to be inadequate to protect City for any reason, Consultant agrees to be fully responsible and to indemnify, hold harmless and defend City, its officers, agents, employees and volunteers from and against any and all claims and losses, costs or expenses for any damage due to death or injury to any person and injury to any property resulting from any alleged intentional, reckless, negligent, or otherwise wrongful acts, errors or omissions of Consultant's subcontractors or any other person or entity involved by, for, with or on behalf of Consultant in the performance of this

Agreement. Such costs and expenses shall include reasonable attorneys' fees incurred by counsel of City's choice.

- 10.5 City does not, and shall not, waive any rights that it may possess against Consultant because of the acceptance by City, or the deposit with City, of any insurance policy or certificate required pursuant to this Agreement. This hold harmless and indemnification provision shall apply regardless of whether or not any insurance policies apply to the claim, demand, damage, liability, loss, cost or expense.

## **11. INSURANCE**

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

11.1.1 Comprehensive General Liability Insurance with coverage limits of not less than One Million Dollars (\$1,000,000) for each occurrence and in the aggregate for any personal injury including products and operations hazard, contractual insurance, broad form property damage, independent consultants, personal injury, death, loss underground hazard, and explosion and collapse hazard where applicable. General Liability coverage shall be amended so that Consultant and its managers, affiliates, employees, agents, and other persons necessary or incidental to its operation are insureds. Coverage shall be at least as broad as Insurance Services Office form no. GL 0002 (Ed. 01/96) covering Comprehensive General Liability and Insurance Services Office form no. GL 0404 covering Broad Form Comprehensive General Liability; or Insurance Services Office Commercial General Liability coverage ("occurrence") Form no. CG 0001.

11.1.2 Automobile Liability Insurance for vehicles used in connection with the performance of this Agreement with minimum limits of One Million Dollars (\$1,000,000) per claimant and One Million dollars (\$1,000,000) per incident. Coverage shall be at least as broad as the coverage described in Insurance Services Office Form Number CA 0001 (Ed. 12/93) covering Automobile Liability, Code 1 "any auto", or Code 2 "owned autos" and Endorsement CA 0025. Coverage shall also include Code 8 "hired autos" and Code 9 "non-owned autos."

11.1.3 Worker's Compensation insurance if and as required by the laws of the State of California.

11.1.4 Professional Errors and Omissions Insurance with coverage limits of not less than One Million Dollars (\$1,000,000).

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

- 11.3 The policy or policies required by this Agreement shall be issued by an insurer admitted in the State of California and with a rating of at least A:VII in the latest edition of Best's Insurance Guide.
- 11.4 Consultant agrees that if it does not keep the aforesaid insurance in full force and effect this Agreement, at City's option, shall immediately terminate.
- 11.5 At all times during the term of this Agreement, Consultant shall maintain on file with City's Risk Manager a certificate or certificates of insurance showing that the policies required by this Agreement are in effect in the required amounts and naming the City and its officers, employees, agents and volunteers as additional insureds. Consultant shall file with City's Risk Manager such certificate(s) prior to commencement of work under this Agreement.
- 11.6 Consultant shall provide proof to the City's Risk Manager that policies of insurance required herein expiring during the term of this Agreement have been renewed or replaced with other policies providing at least the same coverage at least two weeks prior to the expiration of the coverages.
- 11.7 The general liability and automobile policies of insurance required by this Agreement shall contain endorsements naming City and its officers, employees, agents and volunteers as additional insureds. All of the policies required under this Agreement shall contain an endorsement providing that the policies cannot be canceled or reduced except on thirty days' prior written notice to City. Consultant agrees to require its insurer to modify the certificates of insurance to delete any exculpatory wording stating that failure of the insurer to mail written notice of cancellation imposes no obligation, and to delete the words "endeavor to" with regard to any notice provisions.
- 11.8 The insurance provided by Consultant shall be primary to any other coverage available to City. Any insurance or self-insurance maintained by City and/or its officers, employees, agents or volunteers, shall be in excess of Consultant's insurance and shall not contribute with it.
- 11.9 All insurance coverage provided pursuant to this Agreement shall not prohibit Consultant, and Consultant's employees, agents or subcontractors, from waiving the right of subrogation prior to a loss. Consultant hereby waives all rights of subrogation against the City.
- 11.10 Any deductibles or self-insured retentions must be declared to and approved by the City. Consultant shall either reduce or eliminate the deductibles or self-insured retentions with respect to City, or Consultant shall procure a bond guaranteeing payment of losses and expenses.
- 11.11 Procurement of insurance by Consultant shall not be construed as a limitation of Consultant's liability or as full performance of Consultant's duties to indemnify, hold harmless and defend under Section 10 of this Agreement.

## **12. MUTUAL COOPERATION**

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

## **13. RECORDS AND INSPECTIONS**

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

## **14. PERMITS AND APPROVALS**

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

## **15. NOTICES**

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

If to City:

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

If to Consultant:

Betsy A. Lindsay  
UltraSystems Environmental  
16431 Scientific Way  
Irvine, California 92618  
Email – [blindsay@ultrasystems.com](mailto:blindsay@ultrasystems.com)  
Telephone: (949) 788-4900  
Facsimile: (949) 788-4901

With a courtesy copy to:

Cary S. Reisman, City Attorney  
City of Bradbury  
Wallin, Kress, Reisman & Kranitz, LLP  
11355 Olympic Boulevard, Suite 300  
Los Angeles, CA 90064  
Email: reisman@wkrklaw.com  
Telephone: (310) 450-9582  
Facsimile: (310) 450-9586

**16. SURVIVING COVENANTS**

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

**17. TERMINATION**

- 17.1. City may terminate this Agreement for any reason on five calendar days' written notice to Consultant for any reason. Consultant may only terminate this Agreement for any reason on thirty calendar days' written notice to City and only for cause. Consultant agrees to cease all work under this Agreement on or before the effective date of any notice of termination. All City data, documents, objects, materials or other tangible things shall be returned to City upon the termination or expiration of this Agreement.
- 17.2 If City terminates this Agreement due to no fault or failure of performance by Consultant, then Consultant shall be paid for work performed in accordance with the terms and conditions of this agreement at the time of termination. In no event shall Consultant be entitled to receive more than the amount that would be paid to Consultant for the full performance of the services required by this Agreement.

**18. [OMITTED]**

**19. GENERAL PROVISIONS**

- 19.1 Consultant shall not delegate, transfer, subcontract or assign its duties or rights hereunder, either in whole or in part, without City's prior written consent, and any attempt to do so shall be void and of no effect. City shall not be obligated or liable under this Agreement to any party other than Consultant.
- 19.2 In the performance of this Agreement, Consultant shall not discriminate against any employee, subcontractor, or applicant for employment because of race, color, creed, religion, sex, marital status, sexual orientation, national origin, ancestry, age, physical or mental disability medical condition or any other unlawful basis.

- 19.3 The captions appearing at the commencement of the sections hereof, and in any sub-paragraph thereof, are descriptive only and for convenience in reference to this Agreement. Should there be any conflict between such heading, and the section or paragraph at the head of which it appears, the section or paragraph, and not such heading, shall govern construction of this Agreement. Masculine or feminine pronouns shall be substituted for the neuter form and vice versa, and the plural shall be substituted for the singular and vice versa, in any place or places herein in which the context requires such substitution(s).
- 19.4 The waiver by City or Consultant of any breach of any term, covenant or condition of this Agreement shall not be deemed to be a waiver of such term, covenant or condition or of any subsequent breach of the same or any other term, covenant or condition of this Agreement. No term, covenant or condition of this Agreement shall be deemed to have been waived by City or Consultant unless in a writing signed by one authorized to bind the party asserted to have consented to the waiver.
- 19.5 Consultant shall not be liable for any failure to perform if Consultant presents acceptable evidence, in City's sole judgment, that such failure was due to causes beyond the reasonable control of Consultant.
- 19.6 Each right, power and remedy provided for herein or now or hereafter existing at law, in equity, by statute, or otherwise shall be cumulative and in addition to every other right, power, or remedy provided for herein or now or hereafter existing at law, in equity, by statute, or otherwise. The exercise, the commencement of the exercise, or the forbearance from the exercise by any party of any one or more of such rights, powers or remedies shall not preclude the simultaneous or later exercise by such party of any of all of such other rights, powers or remedies. If legal action shall be necessary to enforce any term, covenant or condition herein contained, the party prevailing in such action, whether or not reduced to judgment, shall be entitled to its reasonable court costs, including any accountants' and attorneys' fees incurred in such action. The venue for any litigation shall be Los Angeles County, California and Consultant hereby consents to jurisdiction in Los Angeles County for purposes of resolving any dispute or enforcing any obligation arising under this Agreement.
- 19.7 If any term or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, then such term or provision shall be amended to, and solely to, the extent necessary to cure such invalidity or unenforceability, and in its amended form shall be enforceable. In such event, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Agreement shall be valid and enforced to the fullest extent permitted by law.
- 19.8 This Agreement shall be governed and construed in accordance with the laws of

the State of California.

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

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

**“City”**  
**City of Bradbury**

By: \_\_\_\_\_  
Richard T Hale, Jr., Mayor

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

**“Consultant”**  
**UltraSystems Environmental, Inc.**

By: \_\_\_\_\_  
Betsy A. Lindsay, President/CEO &  
Secretary

Attest:

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

Approved as to form:

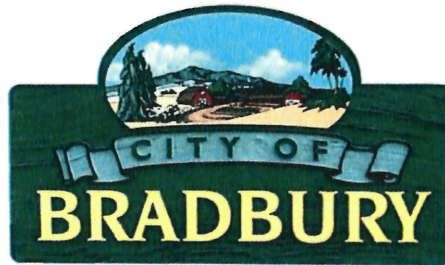
\_\_\_\_\_  
Cary S. Reisman, City Attorney  
City of Bradbury

# **EXHIBIT “A”**

# **PROPOSAL FOR ENVIRONMENTAL CONSULTING SERVICES CHADWICK RANCH ESTATES PROJECT**

**TENTATIVE TRACT MAP AND SPECIFIC PLAN  
FOR 14 RESIDENTIAL LOTS ON 111 ACRES**

*Presented to:*



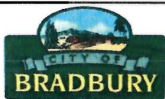
**City of Bradbury**  
Engineering Department  
600 Winston Avenue  
Bradbury, CA 91008  
Attention: Jim Kasama, City Planner

*Prepared by:*



**UltraSystems Environmental Inc.**  
16431 Scientific Way  
Irvine, CA 92618  
UEI No. 190426

**May 2019**



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## APPENDICES

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## 1.0 INTRODUCTION

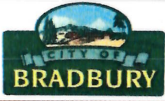
**UltraSystems Environmental** (UltraSystems) appreciates the opportunity to submit our proposal to the City of Bradbury (Client) to prepare an Environmental Impact Report (EIR) for the proposed Chadwick Ranch Estates Project (“proposed project” or “project”). UltraSystems is extremely cognizant of the importance of this proposed project to the City. The proposed Chadwick Ranch Estates Project represents not only one of the few remaining and highly visible opportunities for estate residential projects likely to be developed in the City, but also an opportunity to ensure that more than half the project site will remain as undisturbed open space in perpetuity via the ultimate dedication of this land area to a conservancy.

The structure and content of this proposal largely reflects requirements set forth by the City in its April 25, 2019, Request for Proposal (RFP). Our proposal also represents the culmination of efforts undertaken to closely review and then incorporate information available online regarding various attributes of the proposed project, as well as relevant public policy and regulatory documents which frame the land use plans, policies and controls in effect over the site of the proposed project and environs. Included in the foregoing regard are the City’s General Plan, as updated, its attendant Program EIR and its numerous Addendums, the City’s Zoning Ordinance, comparable documents available from the City of Duarte, and Los Angeles County Flood Control District facilities planning documents. In addition, certain aspects of our proposal incorporate information derived from discussions with, and guidance provided by, the City of Bradbury City Planner.

The City’s RFP indicated that the City had no preference with regard to the format for this proposal. It did, however, set forth the City’s expectations regarding what information the proposal should contain. Accordingly, we have structured this proposal to correspond with the order in which the informational requirements were presented in the RFP.

The following matrix summarizes the organization and content of our proposal.

❖	<b>Introduction</b>	<b><i>Introduction to Our Proposal</i></b>
		<b><i>Proposal Organization</i></b>
❖	<b>Consultant Qualifications</b>	<b><i>Firm Overview</i></b>
		<b><i>Relevant Experience</i></b>
		<b><i>References</i></b>
		<b><i>The Project Team</i></b>
		<b><i>-Project Management</i></b>
		<b><i>-Principal Investigators</i></b>
❖	<b>Work Program</b>	<b><i>Understanding of the Proposed Project</i></b>
		<b><i>Understanding of the Upcoming Assignment</i></b>
		<b><i>Work Program Approach and Assumptions</i></b>
		<b><i>Scope of Services</i></b>
❖	<b>Performance Schedule</b>	<b><i>Performance Schedule</i></b>
❖	<b>Miscellaneous Considerations</b>	<b><i>Requirements of City Staff, Community Services District and Contractors</i></b>
❖	<b>Fee Schedule</b>	<b><i>Fee Schedule</i></b>
❖	<b>APPENDIX A</b>	<b><i>Project Team Member Resumes</i></b>



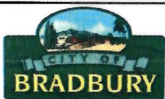
UltraSystems has prepared this proposal to support the City of Bradbury in its capacity as Lead Agency, in meeting its environmental review obligations regarding the proposed project pursuant to applicable provisions of the California Environmental Quality Act of 1970 (CEQA) and the attendant State CEQA Guidelines, both as amended. In this regard, the City has arrived at a preliminary determination that an Environmental Impact Report (EIR) would be the most appropriate document in which to memorialize its environmental review. The Work Program provided in this proposal has been specifically tailored towards that goal.

We highly value this opportunity to be of service to the City. This is best reflected by the quality of the Project Management Team we have committed to the effort. **Ms. Betsy Lindsay**, UltraSystems' owner, will be the Project Director and our *Primary Point of Contact* with the City. She will be ably supported by **Mr. Robert J. Verlaan**, an UltraSystems Senior Project Manager and Principal Planner, who will act in the capacity of Deputy Project Manager on this assignment and will be our team's *Alternate Point of Contact* with the City.

Between them, Ms. Lindsay and Mr. Verlaan can point to the successful hands-on management, preparation, and processing of CEQA compliance documents for more than **800 separate projects** throughout Southern California, many of which have been hillside residential projects in the San Gabriel Valley foothills, and many of which were subject to extreme stakeholder and review agency scrutiny. UltraSystems recognizes that the successful execution of our Work Program will, however, depend on the caliber and experience of the technical professionals comprising our Project Team and their commitment to ensuring that all aspects of the discipline for which they are respectively responsible are properly addressed during the environmental review process. As will be evident a little later in this proposal, UltraSystems has assembled a team of in-house principal investigators with impeccable credentials and relevant experience. In this regard, we would like to emphasize that **all disciplines** required to successfully achieve the City's environmental review objectives for the proposed project **are available in-house** and that **no subconsultants will be required**. As described more broadly below, this will facilitate enhanced efficiency to the entire EIR preparation process in a variety of important ways.

Our approach to ensuring the preparation of an EIR for the proposed project is relatively straightforward. Major Work Program elements include: (1) the conduct of peer reviews for CEQA adequacy of all technical studies and plans submitted by the project applicant; (2) undertaking the preparation of other technical studies which are deemed necessary in order to ensure that an assessment of all potentially significant environmental effects can be adequately undertaken; (3) preparing and processing CEQA notices and postings in a procedurally compliant manner; (4) employing analytical methods reflecting the highest standards of professional care; (5) employing methods of interaction aimed at ensuring a close coordination and communication by and between the project team and the City; and (6) applying proven successful project management methods and tools to ensure that our efforts are completed in a timely and cost-effective manner.

We are confident that if the Work Program is undertaken as planned, and is undertaken in full cooperation with City Staff while also affording meaningful public participation and maintaining transparency throughout the environmental review process, it will yield a certified Final EIR supported by appropriate Findings of Fact and Statement of Overriding Considerations (if required), and a useful Mitigation Monitoring and Reporting Program, all of which will be presented in a manner conducive for subsequent use by any Responsible/Trustee Agency or any other agencies with jurisdiction over the proposed project. As professional environmental consultants we believe it is incumbent upon us to prepare CEQA compliance documentation that is both technically



comprehensive and legally defensible. UltraSystems is proud of having remained litigation free since our inception in 1994, despite our association with some of the most controversial projects in California during the period. The kind of expertise, experience and professionalism employed to establish this track record will also be employed on the upcoming assignment and UltraSystems is very much looking forward to demonstrating to the City our capabilities in this regard on this project.

### CONSULTANT QUALIFICATIONS

**UltraSystems Environmental Inc.** (UltraSystems) is a full-service planning and environmental consulting firm serving public and private sector clients throughout California. We have 42 employees who provide a broad range of expertise and experience in preparing environmental documents and technical studies in full compliance with CEQA and the National Environmental Policy Act (NEPA). The firm's headquarters is in **Irvine**, California. We also maintain offices elsewhere in California. All work performed by our firm on the upcoming assignment would be managed and undertaken by personnel in our Irvine office.

Managing, preparing, processing and conducting independent third-party reviews of CEQA compliance documents has been a core service since the founding of UltraSystems in 1994. During the ensuing 25 years, the firm has prepared over **7,000** environmental reports, engineering studies, or technical studies for public and private sector clients. This expertise includes coordination with local, state, federal, and other governmental agencies; drafting legally defensible environmental documents; managing public participation programs; and, noticing.

UltraSystems employs a multidisciplinary team of talented and experienced urban and environmental planners, scientists, archaeologists, biologists, geologists, hydrologists, engineers, Geographic Information Systems (GIS) specialists, and support staff to complete environmental analyses, CEQA and NEPA documents, technical studies, permits and entitlements, design and plan reviews, and construction environmental monitoring to satisfy environmental laws and regulations from initial project planning through construction.

UltraSystems is committed to successful project management, time management, and project delivery for the proposed Chadwick Ranch Estates Project. UltraSystems believes that it is our responsibility as the City's consultant to develop a legally-defensible environmental document, and ensure readability by communicating otherwise complex technical knowledge clearly and

#### SERVICES AND AREAS OF EXPERTISE

##### Technical Studies

- ❖ Aesthetics
- ❖ Air Quality
- ❖ Archaeological Resources
- ❖ Biological Resources
- ❖ FAA/ALUC
- ❖ Geotechnical/Geologic/Soils
- ❖ Greenhouse Gas Studies
- ❖ Health Risk Assessments
- ❖ Hydrology
- ❖ Infrastructure Analysis
- ❖ Paleontological Resources
- ❖ Mineral Resources Studies
- ❖ Noise Evaluations & Analysis
- ❖ Socioeconomics
- ❖ Utility Studies
- ❖ Water Pollution Evaluation

##### CEQA/NEPA Compliance

- ❖ Categorical Exemptions and Categorical Exclusions
- ❖ EIR and EIS Documentation
- ❖ Initial Studies
- ❖ Mitigated Negative Declarations
- ❖ Mitigation Monitoring
- ❖ Permits and Entitlements
- ❖ Public Outreach
- ❖ Regulatory Compliance

##### Planning Services

- ❖ Conditional Use Permit
- ❖ Drafting
- ❖ Graphics/Visual Impacts and Studies
- ❖ Opportunities and Constraints Analysis
- ❖ Urban Land Use Studies
- ❖ Zoning and Special Purpose Legislation

##### Construction Environmental Management

- ❖ Grading/Trenching Monitoring
- ❖ Hazardous Building Materials
- ❖ Stormwater Pollution Prevention Planning

##### Hazardous Waste

- ❖ Brownfields Redevelopment
- ❖ Phase I, Phase II ESAs
- ❖ Remedial Action Plans

##### Geographic Information Systems

- ❖ Customized Mapping
- ❖ Data Conversion
- ❖ Database Management
- ❖ Demographic and Economic Data Analysis
- ❖ Spatial Data Analyses
- ❖ GPS Surveying

concisely. UltraSystems is committed to providing a well-structured environmental document based on the execution of a well-defined Work Program, thereby achieving the CEQA environmental review objectives for this project on behalf of the Lead Agency, the City of Bradbury.

### RELEVANT EXPERIENCE AND REFERENCES

UltraSystems has completed dozens of CEQA compliance documents for hillside residential and mixed-use developments ranging from programmatic Master Planned Communities, Planned Unit Developments and Specific Plans comprised of many hundreds, and in some cases, well over a thousand acres in land area, to smaller hillside construction projects. Following are descriptions of three relevant projects in this regard. Each summary description provides the name and location of the project being discussed, identifies the Lead Agency, its representative and appropriate contact information, and an abbreviated description of the project, our role in the assignment, other relevant data. Following these three expanded discussions of our relevant experience is a roster of abbreviated project descriptions for which we have either prepared comprehensive CEQA compliance documents or supported by preparing one or more technical reports.

#### **PROJECT: CAMERON RANCH SPECIFIC PLAN EIR – UNINCORPORATED RIVERSIDE COUNTY**

**Services Performed:** EIR (CEQA), Major Hillside Development, cultural resources, multiple biological surveys, special status species surveys, regulatory agency coordination and traffic

**Client:** Don Kojima, c/o County of Riverside

**Contact:** Russel Brady, Principal Planner | T: 951/955-3025

**Contract Duration:** October 2010 to May 2018

**Contract Amount:** \$1,250,000

UltraSystems was retained to prepare an Environmental Impact Report (EIR) and undertake the preparation of associated technical studies for the Cameron Ranch Specific Plan Project. The County of Riverside Planning Department was the Lead Agency under the California Environmental Quality Act (CEQA). The site of the Proposed Project is located 0.2 mile west of the Banning Idyllwild Panoramic Highway (State Route 243) within the unincorporated portion of Riverside County known as The Pass. The project site is 609 acres of vacant hilly terrain covered with various types of vegetation including: California Coastal Sage Scrub, chaparral, riparian scrub habitat and oak trees, with scattered trees or their remnants.



In addition, three special-status vegetation communities were also identified within the project site; (1) Thick-Leaf Yerba Santa Scrub community, (2) Cup-Leaf (Desert) Ceanothus Chaparral community, and the (3) Coast Live Oak and (4) Black Oak Woodland community. The project includes the construction of approximately 154 single-family residential lots and all requisite infrastructure. Residential lots would range in size from approximately 0.5 acre to approximately 1.0 acre. The proposed project would also provide a graded trail network for recreational purposes.

**Project Role.** UltraSystems prepared the environmental impact report and numerous technical reports including, but not necessarily limited to; a Visual Impact Assessment, Biological Assessment,

Tree Survey, Wetland Study, Air Quality Technical Study, Greenhouse Gas Emissions Technical Study, Historic Resources Report, Cultural Resources Report and Noise Study. UltraSystems' also retained several sub-consultants to prepare a variety of other technical studies, reports and/or plans necessary to conduct an adequate impact assessment of the proposed project. These included; a Specific Plan, Development Standards and Design Guidelines, Geotechnical Report, Hydrology Study, Water Supply Assessment, Utility and Infrastructure Plans, Paleontological Study and Traffic Impact Analysis.

**Critical Issues.** The site of the proposed project contains wetlands and significant native vegetation. This required study in excess of that typically found in standard Biological Assessments. A Tree Survey, Jurisdictional Wetlands Survey and the development biological mitigation measures to reduce impacts to the site deemed acceptable by State and Federal Resource and Trustee Agencies. Due to the proposed project's location along the historic Idyllwild-Banning Stage Coach Route and its proximity to the Morongo Indian Reservation, the potential for cultural resources to be present on-site was extremely high. Due to the natural and densely vegetated character, the project site and surrounding lands were located in an area classified as a high fire hazard zone. This necessitated highly specific measures designed to minimize fire hazard risks.

#### **PROJECT: EMERALD RANCH SPECIFIC PLAN AND EIR**

**Client:** EMR Residential Properties, LLC, c/o County of Riverside

**Contact:** Jim Stockhausen | T: 702/734-4644 | E: jim.stockhausen@sabalfin.com

**Location:** Riverside County, CA

**Contract Amount:** \$175,536

EMR Residential Properties, LLC and the Redevelopment Agency for the County of Riverside proposed to develop residential and commercial uses on 279 acres bounded by Rubidoux Boulevard to the west, 34th Street to the south, State Route 60 to the north, and the Santa Ana River to the east. The project plans were to subdivide the site into 1,196 residential units, 186,000 square feet of commercial retail space, an elementary school, a church, 15.3 acres of parkland, and related infrastructure. The project required a General Plan Amendment, Specific Plan, Environmental Impact Report, Fiscal Impact Report, Development Agreement, Tentative Tract Maps, Site Plans, Conditional Use Permits, and Variances. The entire property was located within the boundaries of a Redevelopment Project Area. The project was expected to develop over a 5-year period, from 2006 to 2010. The first phase of construction was to include the development of all the major interior roads and infrastructure necessary to serve the shopping, housing, school, church, and park sites. The elementary school would have been constructed by the Jurupa Unified School District, based on its overall district needs.



**Project Role.** The EIR prepared by UltraSystems included the preparation of air quality, biological resources assessment, archaeological and paleontological studies, historical, Phase I ESA, geotechnical, fiscal impact assessment, traffic study, water supply and drainage studies.



**PROJECT: SUNSET RIDGE SPECIFIC PLAN EIR**

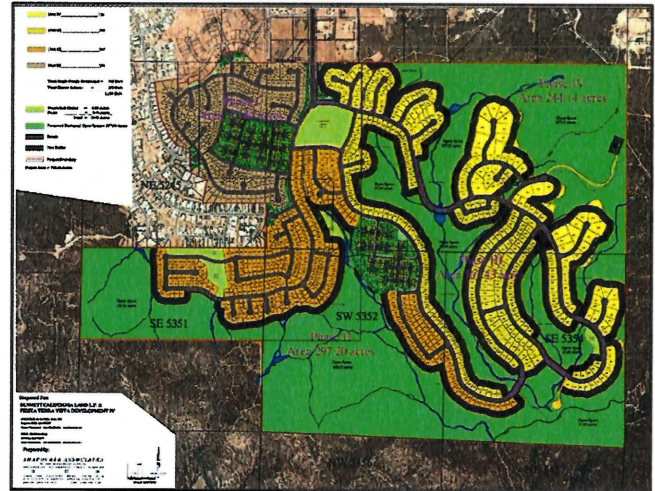
**Client:** Shapouri & Associates, c/o County of Riverside

**Contact:** Ali Shapouri, Owner | T: 858/756-8340

**Location:** Wildomar, Riverside County, CA

**Contract Amount:** \$131,046

Located in the Wildomar Area of southwestern Riverside County, this 792-acre project was planned for approximately 1,180 residential units and included an extensive network of private parks, trails, and recreational opportunities. This proposed gated community was designed to preserve the existing environmental resources as much as possible, and minimize landform alteration. Over 51% of the site (407 acres) was to remain open space, and included 10.14 acres of neighborhood parks, and an 11.63-acre recreational center. A regional trail encompassed 4.6 miles of private trail and 2.0 miles of public trail was to extend in a north - south trending direction throughout the project. In cooperation with Shapouri & Associates, UltraSystems prepared the EIR for this complex project. UltraSystems worked closely with the County of Riverside to ensure a successful project.



Other complex, mainly hillside development projects involving Specific Plans, include the following:

CLIENT/LOCATION	PROJECT	SCOPE OF WORK PERFORMED
<b>Cameron Ranch Associates LLC</b> Riverside County, CA	<b>Cameron Ranch Specific Plan</b> 609-acre ranch property	Prepared Environmental Impact Report (EIR); Conducted technical studies including air quality, biological, and cultural surveys.
<b>EMR Residential Properties</b> Riverside County, CA	<b>Emerald Meadows Ranch Specific Plan</b> 279-acre mixed use development, including 1,350 residential units and 50 acres of commercial and retail	Prepared Environmental Impact Report (EIR); Conducted technical studies including air quality, biological, cultural surveys, hydrology, fiscal impact, hazardous, and traffic.
<b>City of San Marcos</b> San Marcos, CA	<b>Heart of the City Specific Plan</b> 200-acre mixed use development	Prepared all necessary studies, including but not limited to: compliance with CEQA and NEPA; Section 106 of the National Historic Preservation Act (NHPA); Federal Clean Water Act (CWA) 404, 402, and 401 regulations; California Department of Fish and Game (CDFG) Section 1602; and Section 4(f) of the Department of Transportation.
<b>City of San Marcos</b> San Marcos, CA	<b>Fenton Business Park</b> Mixed use biotech, research and development, manufacturing, and office uses, including: multi-family residential, open space, park, and infrastructure improvements pursuant	UltraSystems prepared all technical studies including biological resource surveys, air quality, and noise measurements and analysis. UltraSystems worked closely with sub-consultants on traffic engineering and transportation planning; geotechnical



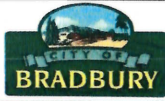
❖ Environmental Consulting Services – Chadwick Ranch Estates ❖

CLIENT/LOCATION	PROJECT	SCOPE OF WORK PERFORMED
	to the City of San Marcos University Business Park Specific Plan.	<p>engineering; geologic and seismic hazards; and cultural/historical reports.</p> <p>The proposed project required the following:</p> <ul style="list-style-type: none"> <li>General Plan Amendment</li> <li>Specific Plan</li> <li>Environmental Impact Report</li> <li>Tentative Subdivision Map</li> <li>Site Plans/Conditional Use Permits/Variances (as required)</li> <li>Section 404 Permit, U.S. Army Corps of Engineers</li> <li>1602 Permit, California Department of Fish and Game</li> <li>Section 401 Certification, San Diego Regional Water Quality Control Board</li> <li>State Water Resources Control Board (SWRCB) General Permit. The SWRCB General Permit would require that a Storm Water Pollution Prevention Plan (SWPPP) be prepared and certified</li> <li>National Pollutant Discharge Elimination System (NPDES) permit</li> <li>Construction Permit from the South Coast Air Quality Management District (SCAQMD)</li> <li>10(a) Incidental Take Permit from the U.S. Fish and Wildlife Service</li> </ul>
<b>City of San Jacinto</b> <b>San Jacinto, CA</b>	<b>Mixed use Residential Project</b> 35-acre project site proposed to be developed with 166 apartments, each with one to three bedrooms, and 192 clustered townhouses	Prepared Mitigated Negative Declaration (MND), including technical reports for air quality, noise, and biological resources.
<b>County of San Bernardino, CA</b> <b>San Bernardino County, CA</b>	<b>University/Crest Planned Development (PD)</b> Four Planning Areas comprising 247.8 acres. The original PD included 1,238 single-family homes, commercial development, a school, park and open space on 1,111.29 acres.	Prepared Supplemental EIR containing technical studies that focused on air quality, land use, traffic, transportation and biological resources.
<b>City of Chino Hills</b> <b>KB Homes</b> <b>Chino Hills, CA</b>	<b>Woodview Terrace</b> Tentative Tract Map 15966 190-acre, planned development (PD), with 247 single-family homes.	Prepared Environmental Impact Report (EIR), technical studies for cultural resources, noise, and air quality.
<b>McComic Consolidated, Inc.</b> <b>Indian Wells, CA</b>	<b>Residential Subdivision</b> 45-residential lot subdivision. The subdivision was comprised of single, double-loaded loop roadway with 20 interior residential lots and another 25 lots along the project periphery.	Prepared Acoustical Analysis.



❖ Environmental Consulting Services – Chadwick Ranch Estates ❖

CLIENT/LOCATION	PROJECT	SCOPE OF WORK PERFORMED
City of Costa Mesa Costa Mesa, CA	<b>Triangle Square</b> 10-story mid-rise building, containing 120 residential condominiums within a portion of the Triangle Square retail center that consisted of approximately 186,130 square-feet of commercial uses. Triangle Square includes retail, dining, and entertainment uses.	Prepared Mitigated Negative Declaration (MND), technical study updates.
City of Diamond Bar Diamond Bar, CA	<b>Clear Creek Canyon Drive</b> Tentative Tract Map 61066	Prepared Mitigated Negative Declaration (MND), technical study updates.
Lewis Homes Fontana, CA	<b>Citrus Heights North Specific Plan</b> 270 acres of project development, of which 163 acres included 1,207 homes; additional area for a park for youth sports and private recreation uses, detention basins, and primary street right-of-way.  An additional 10 acres of the project site, on the northwest corner of Citrus and Summit avenues, was proposed for approximately 100,000 square feet of retail and commercial space, and another 10 acres at the northeast corner of Lytle Creek Road and Summit Avenue was proposed for 10,000 square feet.	Prepared Environmental Impact Report (EIR), along with technical studies for cultural resources, noise, and air quality.
Lewis Homes Fontana, CA	<b>Citrus Heights South Specific Plan</b> 109 acres with 499 single-family homes	Prepared an Environmental Impact Report (EIR), along with technical studies for cultural resources, noise, and air quality.
Stone gate Development Company, LLC Anaheim, CA	<b>Festival Ridge Residential</b> 78 acres designed for 70 single-family homes.	Prepared Environmental Impact Report (EIR), along with biological and air quality technical studies.
Shapouri & Associates Riverside County, CA	<b>Sunset Ridge Specific Plan</b> 465 acres, designed for 1,200 homes ranging from 7,200 to 32,670 square feet.	Prepared Environmental Impact Report (EIR), along with biological, cultural, and air quality technical studies.
City of San Juan Capistrano San Juan Capistrano, CA	<b>Whispering Hills</b> 470 acres, 356 housing units.	Prepared Environmental Impact Report (EIR), biological, cultural and traffic technical studies.
City of Highland Highland, CA	<b>Highland Ranch-Parcel 23</b> The project constituted an incremental development component of EHR, on an approximately 1,776-acre PUD initially approved by the County of San	Prepared Mitigated Negative Declaration (MND), technical study updates.



❖ Environmental Consulting Services – Chadwick Ranch Estates ❖

CLIENT/LOCATION	PROJECT	SCOPE OF WORK PERFORMED
	Bernardino in 1982, then supplemented by the City of Highland. Planning Area 23 was designated for 79 multiple-family residential (MFR) units as part of the original EHR PUD.	
<b>Lusk Company</b> Riverside County, CA	<b>Canyon Lake, Tentative Tract 28751</b> 65 acres designated for 60 single-family homes.	Prepared Focused Biological Studies and Section 404/401/1603 Permits. <ul style="list-style-type: none"><li>▪ Memorandum to Supplement Biology Information in the Draft Environmental Impact Report</li><li>▪ Supplemental Delineation of Jurisdictional Waters and Wetlands</li><li>▪ Focused Survey for Special Status Plants</li><li>▪ Focused Survey for Least Bell's Vireo</li><li>▪ Focused Survey for California Gnatcatcher</li><li>▪ Focused Surveys Report</li><li>▪ Preparation of a Biological Assessment in Support of Section 7 Permitting Under Federal Endangered Species Act</li><li>▪ Permit Assistance for State and Federal Waters and Wetlands</li></ul>
<b>Woodbridge Homes</b> Diamond Bar, CA	<b>Southpointe Master Plan</b> 171 acres for 200 single-family homes and 290,000 square feet for office and/or commercial uses.	Prepared Draft, Final and Addendum Environmental Impact Reports (EIRs), air quality, biological, cultural studies.

## 1.1 Project Team

**UltraSystems** will be the sole contractor for the upcoming assignment. Our firm has the project management experience, technical depth and breadth to conduct peer reviews of technical reports prepared by others, prepare all of the other stand-alone technical reports which will be required, and highly-experienced support personnel adept at executing every phase of the CEQA noticing and document distribution process. To ensure that the CEQA documentation and its processing will successfully bear scrutiny from even the most critical public and/or agency reviewers, the work to be undertaken in the furtherance of the EIR will be under the direction of our firm's two most senior project managers. As mentioned previously, Ms. Betsy Lindsay, UltraSystems' owner, will be the Project Director and our *Primary Point of Contact* with the City. She will be ably supported by Mr. Robert J. Verlaan, an UltraSystems Senior Project Manager and Principal Planner, who will act in the capacity of Deputy Project Manager and will be our *Alternate Point of Contact* with the City. Summary bios of our Project Manager and Deputy Project Manager are noted below.



**BETSY LINDSAY, MURP, ENV SP | Project Manager – Primary Point of Contact with the City**



As UltraSystems' Principal, Ms. Lindsay will ensure client satisfaction of all services provided by the UltraSystems project team under this contract to the City. In this role, Ms. Lindsay will be responsible for assuring resources are available to complete this project within budget and on schedule. She will oversee the quality assurance program and be the **point person** for all matters relating to the contract and contract execution.

Ms. Lindsay has **35+ years** of experience, has successfully prepared over **400** environmental documents for a broad spectrum of projects in numerous California jurisdictions. Ms. Lindsay knows how to communicate with the client, facilitate teams, manage personnel, work collaboratively with agencies, run meetings for clients, and provide strategic thinking. Ms. Lindsay will work closely with our designated Deputy Project Manager **Robert Verlaan**, and team of Principal Investigators.

**EDUCATION**

M.S., Urban and Regional Planning, California State Polytechnic University, Pomona, CA  
B.S., Geography, California State University, Long Beach, CA  
Core graduate studies in business administration, Pepperdine University

**RECENT HOUSING PROJECTS**

- Related of California, Rose Hill Courts Redevelopment, Los Angeles – EIR
- Betula Lenta, Inc., Amethyst Residential (310 homes), Los Angeles – EIR
- City of Santa Ana, Legacy Square (3 units, 7,767 sq. ft. mixed-use) – IS/MND
- City of Fontana, Sierra Ave. Apartment – IS/MND
- City of Fontana, Fontana Victoria (193 detached condos) – Addendum
- Lenity Architecture, City of Murrieta, Senior Living Facility (109 suites) – IS/MND
- City of Anaheim, LTG Platinum (109 suites) – Addendum/*Peer Review*

**CURRENT AVAILABILITY**

Ms. Lindsay's availability and dedication on this project would be at 65%.

**ROBERT J. VERLAAN, MA, MSW | Deputy Project Manager – Alternate Point of Contact with City**



Mr. Verlaan is a Senior Project Manager and Principal Planner with the firm. Over the course of his more than 40-year career as a professional environmental and urban planning consultant he has successfully managed, prepared and/or processed environmental compliance documents pursuant to CEQA, NEPA and TEPA (Tribal) in support of more than 600 separate projects varying greatly in scale, type, complexity and environmental setting. Robert holds two advanced degrees from the University of California and California State University systems. In 1987, the State Superior Court system acknowledged Mr. Verlaan as a qualified expert witness as a CEQA practitioner.

On the upcoming assignment, Mr. Verlaan will serve in the capacity of Deputy Project Manager, and would be the Project Team's alternate point of contact with the City. Internally, his primary responsibility would be to provide hands-on day to day management of the Work Program and the Team Members engaged in the work. Mr. Verlaan would report directly to Ms. Lindsay throughout the contract performance period.

**EDUCATION**

M.S.W, Social Work, San Francisco State University, San Francisco, CA

M.A., Environmental Planning, University of California at Santa Barbara, Goleta, CA

**RECENT COMPARABLE PROJECTS**

- East Highlands Ranch PUD Planning Area 34 – IS/MND (89SFD/45AC), Highland, CA
- South Hills Homes Partnership (Three Hillside Tentative Tracts) – EIR, West Covina, CA
- Palm Crest Specific Plan – 200EstateResidentialLots/790AC – EIR, County of Riverside
- Alexander Village/Alexander Vista Estates, 177SFD/36AC – IS/MND, Palm Springs, CA

**CURRENT AVAILABILITY**

Mr. Verlaan's availability and dedication on this project would be at 75%.

**Table 1.1-1** identifies the key personnel comprising the Project Team. For each Project Team member, the table also identifies their affiliation, education level, all pertinent licenses/registrations, their role on the Project Team, and the length of their professional experience. Each Project Team member is currently available, and would remain committed to the assignment throughout the contract performance period. Resumes for all individuals on the Project Team are provided in **Appendix A** of this proposal.

**Table 1.1-1**  
**KEY PERSONNEL ROLES ON THE PROJECT**

Name   Degree   Title	Project Role	Yrs. Exp.	Firm Yrs.
<b>Betsy A. Lindsay, MURP, ENV SP</b> Project Director <b>Primary Point of Contact</b>	<i>Project Manager, Contract Management, Deliverable QA/QC, Project Description, Alternatives</i>	35+	25
<b>Robert J. Verlaan, MSW, MA</b> Senior Project Manager/Principal Planner <b>- Alternate Point of Contact</b>	<i>Deputy Project Manager, Project Description, Alternatives, Land Use/Planning, CEQA QA/QC,</i>	40+	4
<b>Margaret Partridge, MURP, ENV SP, LEED-Green Associate, AICP</b> Senior Planner	<i>Technical QA/QC, Utilities and Service Systems, Energy Conservation, Required EIR Sections</i>	14	2
<b>Hina Gupta, MURP, LEED-AP BD+C</b> Senior Project Manager	<i>Deputy Project Manager, Project Description, Aesthetics, Alternatives, CEQA Noticing and Processing</i>	12	12
<b>Dr. Michael Rogozen, D. Env.</b> Senior Principal Engineer	<i>Air Quality, Greenhouse Gas Emissions, Noise Analysis</i>	40	11
<b>Paula Fell, MS</b> Senior Planner	<i>Population and Housing, Recreation, Public Services</i>	22	4
<b>Dan Herlihy, MS, CEG, PG, CHG, QSD/P</b> Senior Engineer	<i>Geology/Soils, Hazards/Hazardous Materials, Wildfires, Phase I Environmental Site Assessment</i>  <b>Peer Review - Geotechnical Report</b>	35	16
<b>Stephen O'Neil, MS, RPA</b> Cultural Resources Manager	<i>Cultural Resources Assessment, Tribal Cultural Resources (AB 52)</i>	35	9



Name   Degree   Title	Project Role	Yrs. Exp.	Firm Yrs.
<b>Michelle Tollett, BS</b> <i>Senior Biologist</i>	<i>Biological Resources</i> <b>Peer Review</b> - <i>Biological Resources Study, Jurisdictional Delineation, Tree Preservation and Protection Plan and Fuel Modification Plan</i> <i>We have also assumed that any protocol survey work would be performed by the Project Applicant's consultant.</i>	17	8
<b>Chris Schaffer, MS</b> <i>GIS Analyst</i>	<i>GIS Analysis, Project Controls, Aesthetics (Line of Sight Cross- sections for Visual Analysis).</i>	8	8

## 2.0 WORK PROGRAM

### 2.1 Understanding of the Proposed Project

The site of the proposed project comprises approximately 111 acres located in the northeast quadrant of the City of Bradbury abutting the western corporate boundary of the City of Duarte. Currently devoid of development, the project site is located between the Bradbury and Spinks debris basins, flood control facilities owned and operated by the Los Angeles County Flood Control District. The property, comprised of Assessor Parcel Numbers (APNs) 8527-005-001, 8527-005-004 and 8527-001-010, is currently zoned as "Agriculture/Estate Residential," A-5 (SP). This zoning classification allows single-family residential development on lots with a minimum area of five acres with the adoption of a Specific Plan. The property is depicted on the U.S. Geological Survey (USGS) topographic map Azusa, California (dated 1966 and photo revised in 1972) at Section 19, Township 1 North, Range 10 West. The Universal Transverse Mercator (UTM) coordinates approximately corresponding to the study area are 411407 mE and 3779912 mN (Zone 11S). The Project site is located in the foothills of the San Gabriel Mountains, with elevations ranging from approximately 1,790 feet above mean sea level (AMSL).

As indicated in the City's RFP, the proposed Chadwick Ranch Estates Project will create 14 estate residential parcels and 11 additional non-residential lots. Development will include trails and the installation of a water tank, a booster station, and debris/water quality basins. The residential estates would allow a primary home and a guest house, other ancillary structures including but not limited to garages and stables. For analytical purposes, the allowable buildable areas will range from a minimum of 11,000 square feet to a maximum of 31,000 square feet. Development is estimated to disturb approximately 49 percent of the project site. Currently, it is the applicant's intention to ultimately dedicate the remaining undisturbed acreage, about 51 percent of the site, to a conservancy which has yet to be named. By doing so, the preservation of open space in this portion of the project will be assured in perpetuity. Whereas a conservancy will administer the aforementioned open space preservation area, the common areas in the remaining portion of the project site would be maintained by a homeowner's association (HOA).

The project proposes to take access through LA County Flood Control property using existing easements extending from the intersection of Long Canyon Road and Bliss Canyon Road southwest of the project site. The City's RFP indicates that a large portion of the existing Flood Control road system will be improved for the safety of current area and future on-site residents, as well as for ongoing Flood Control operations.



Implementation of Chadwick Ranch Estates is anticipated to occur over a five-year period, with a predominance of the earth moving/grading activities occurring during the first year. Grading is expected to balance onsite. The proposed site design preserves the hillsides and has been designed to reflect the project site's natural character by minimizing areas proposed for grading. The grading concept is primarily driven by the location of the access points and the existing topographic conditions of the site. The grading is planned to take place in one phase, will balance onsite and is designed to blend with the natural topography. Where proposed grades will meet existing topography, the grades will be rounded to blend and provide a natural effect.

In order for Chadwick Ranch Estates to be developed as currently proposed, the following discretionary approvals will be required by either the Bradbury Planning Commission and/or City Council.

- **Tentative Tract Map** to subdivide the property into residential and non-residential lots;
- **Zone Change** from Agriculture/Estate Residential to Chadwick Ranch Estates Specific Plan to amend the Bradbury Zoning Map and Development Code to be consistent; and,
- **Specific Plan** in order to formalize the land use planning and development standards for the project site.

It is understood that a **Development Agreement** between the Project Applicant and the City may also occur.

## 2.2 Understanding of the Assignment

The City of Bradbury is the Lead Agency for the proposed project. As such, the City bears the responsibility for conducting an environmental review of the proposed project. In this regard, the City has determined that an environmental impact report (EIR) would be the most appropriate document in which to memorialize its environmental review and seeks the services of a professional environmental consultant to prepare and process the EIR in full compliance with applicable provisions of the California Environmental Quality Act of 1970 (CEQA) and the attendant State CEQA Guidelines, both as amended. UltraSystems has prepared a Work Program designed to ensure that the City of Bradbury successfully meets its environmental review obligations under CEQA in a procedurally compliant, technically comprehensive, and legally defensible manner.

This section of our proposal presents a Work Program (Scope of Services) we are confident will comprehensively meet the City's Lead Agency environmental review obligations pursuant to CEQA and attendant State CEQA Guidelines, both as amended. With regard to the upcoming assignment, UltraSystems will assist the City in its environmental review of the proposed project by meeting all applicable requirements for the preparation, noticing and processing of a project-level EIR set forth in the California Environmental Quality Act (Public Resources Code 2100 et seq.) and attendant State CEQA Guidelines (California Code of Regulations, § 15000 et seq.), both as amended.

In overview, the proposed Work Program sets forth two distinct types of work efforts: those that are discrete and interdependent where the completion of one work effort generally serves as the basis for completion of the next work effort; and those which are essentially continuous and ongoing, and/or periodic from contract award through completion.



Regarding the latter, the continuous and ongoing work efforts built into the Work Program include, but are not necessarily limited to: (1) project management, coordination and communication activities; (2) the application of QA/QC protocols to any number of documents and deliverables prepared by the Project Team throughout the contract performance period which are submitted to the City and/or other recipients the City deems appropriate; (3) project contract administration activities including those related to monitoring project costs and schedule adherence; (4) attendance at meetings with either City staff, the general public, public agencies for public disclosure and/or scoping purposes, and public hearings; and (5) the preparation, filing and distribution of CEQA notices and documents.

With regard to the non-continuous work efforts set forth in the Work Program, they begin with project kick-off and initiation activities and the development of a comprehensive project description. The project kick-off meeting is indispensable to establishing the ground rules which will be in effect throughout the contract performance period for all parties involved. This is where the finalized and agreed-upon scope of work, performance schedule and associated milestones, points of contact, and communication protocols are established for all concerned. It is also where all project-related application materials and applicant submitted technical reports are made available to the Project Team.

Based on the foregoing, the next Work Program effort involves developing a comprehensive Project Description. A comprehensive Project Description is indispensable for conducting meaningful and accurate impact assessments and developing requisite mitigation. Having the Project Description prepared and available at the outset helps to ensure Project Description homogeneity among disciplines and often removes a potential basis for future litigation. An annotated outline for the forthcoming EIR will also be prepared and approved by the City as part of this effort.

The Work Program next centers on informing public agencies and members of the general public via the preparation, posting and circulation of a Notice of Preparation (NOP), that the City is preparing an EIR to address the potential impacts of the proposed project, identify which environmental issues will be addressed, and invites recipients of the NOP to provide input regarding the scope of the document should they so desire. The Work Program also includes soliciting such input from agencies and the public in a scoping meeting to be held during the 30-day NOP circulation period. The NOP, via the Initial Study attached to it, will also identify which environmental issues will not be addressed in the EIR. For each environmental issue falling into this category, the Initial Study will provide the substantial evidence necessary to support a determination that no further analysis in an environmental impact report is required. Concurrently, the Work Program has the Project Team beginning its peer reviews of applicant-submitted technical reports, and once the Project Description has been approved by the City, preparing the technical reports it has been contracted for.

The Work Program also provides for undertaking efforts to begin preliminary work on developing the Draft EIR. Once all issues, if any, related to the adequacy of the technical reports submitted by the applicant have been addressed and those prepared by the Project Team have been completed and approved by the City, preparation of the Draft EIR shall begin in earnest. It will undergo at least three City review and revision iterations (Administrative Draft EIRs I and II and the Pre-print Draft EIR) prior to being made available and noticed (via a NOC) for public and agency review for a period of at least 45 days.

Prior to the end of the public review period the Project Team will be preparing a comprehensive Mitigation Monitoring and Reporting Program (MMRP), engage in comment identification and



comment response preparation activities aimed at preparing a Response to Comments document and begin preparations to support the City staff at public hearings before the Bradbury Planning Commission and City Council. Another facet of the Work Program in this regard will be drafting Findings of Fact, and if necessary, a Statement of Overriding Considerations, pursuant to §§ 15091 and 15093 of the State CEQA Guidelines, as amended. UltraSystems would like to close the foregoing overview of our Work Program by re-emphasizing our commitment to undertaking all of our efforts on this assignment in close coordination with the City.

#### MAJOR TASK 1.0 – PROJECT KICK-OFF AND INITIATION ACTIVITIES

The following Tasks comprise the project kick-off and initiation components of the Work Plan.

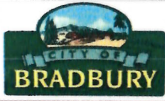
**Task 1.1: Attend Kickoff Meeting.** One (1) project kick-off meeting (one meeting) at City Hall between the UltraSystems' Project Director, **Betsy Lindsay** and Deputy Project Manager, **Robert Verlaan**, the Project Applicant (or representative) and City staff will be scheduled to finalize the work program, identify and collect materials in the possession of the City (i.e., all plans affecting the project site and applicant-supplied technical studies, etc.) relevant to the performance of this work assignment, establish working relationships between all project participants, clarify scheduling and budgetary issues, define communication and data transfer/exchange protocols and discuss any other related matters concerning the contract.

**Task 1.2: Prepare Project Description.** Within 10 business days of having received all project-related information, UltraSystems will prepare a Draft Project Description. The Draft Project Description will contain all the information required under § 15124 of the CEQA Guidelines including: location; project objectives; and the technical, economic, and environmental characteristics of the project. In addition, the intended uses of the document will be described, including a list of discretionary actions requiring approval to implement the project; a list of agencies expected to use the CEQA document in their decisionmaking process; and a list of environmental consultation requirements. The Draft Project Description will be submitted to City staff for review and finalized after comments are received. The final Project Description will be used in the upcoming Initial Study, Draft EIR, and as the basis for all technical reports prepared for the Proposed Project.

#### MAJOR TASK 2.0 – PROJECT MANAGEMENT/COORDINATION/MEETINGS & HEARINGS

**Task 2.1: Project Management and Coordination.** This Task facilitates the conduct of routine project management and coordination activities related to maintaining communications with City Staff, communicating with and directing the efforts of the principal investigators on the Project Team, undertaking weekly cost and schedule adherence assessments and preparing written correspondence to the City throughout the contract performance period. Included in this Task is a weekly progress teleconference throughout the contract performance period.

**Task 2.2: Attendance at Meetings and Public Hearings.** In addition to our attendance at the project kick-off meeting identified under Task 1.1 above, this Task facilitates attendance by our Project Manager or Deputy Project Manager at up to two (2) internal meetings with City staff over the course of the contract performance period. Typically, this would occur in concert with the City's review of a milestone deliverable. This Task also facilitates the attendance of our Project Manager or Deputy Project Manager at one (1) scoping meeting, and up to three (3) public hearings. Attendance at other



meetings/hearings beyond the number indicated would be compensated for in accordance with the terms and conditions contained in our *Standard Rate Schedule*.

### MAJOR TASK 3.0 - INITIAL STUDY AND NOTICE OF PREPARATION

**Task 3.1: Prepare Initial Study.** UltraSystems will prepare an Initial Study (IS) pursuant to the requirements of CEQA § 21080 and §§ 15060 through 15065 of the CEQA Guidelines. The environmental issues to be discussed in the Initial Study are consistent with those identified in State CEQA Guidelines Appendix G, Environmental Checklist Form, including the two issues most recently added, Energy and Wildfires. All issues to be discussed in the Initial Study are presented in the matrix below.

Environmental Issues to be Discussed in the Initial Study		
Aesthetics	Greenhouse Gas Emissions	Population/Housing
Agricultural & Forestry Resources	Hazardous Materials	Public Services
Air Quality	Hydrology and Water Quality	Recreation
Biological Resources	Land Use/Planning	Transportation/Traffic
Cultural Resources	Mineral Resources	Tribal Cultural Resources
Energy	Noise	Utilities and Service Systems
Geology & Soils		Wildfire

UltraSystems will submit the Draft IS to the City for its review and comment, and make necessary revisions based on the City's comments. The budget for this task assumes two rounds of revisions, one each for the administrative draft IS and pre-press IS iterations.

**Task 3.2: Prepare Notice of Preparation.** UltraSystems will prepare a draft NOP for review by the City and will revise, finalize, and distribute the NOP after incorporating team comments. The NOP will contain all the information required per § 15082 of the CEQA Guidelines. A detailed narrative project description with sufficient maps, plans, and other graphics to fully define the project and its location will be provided as part of the NOP. The NOP will also identify the probable environmental effects and topics identified for analysis in the EIR. UltraSystems will prepare the required notices and file them with the State Clearinghouse and the County Clerk, as well as the local newspaper posting of the NOP.

**Task 3.3: Publish/Circulate Notice of Preparation (NOP)/Initial Study.** After given the "authorization to proceed" by the City, UltraSystems will have the NOP/IS reproduced and distributed to up to 20 recipients on a list to be developed in concert with the City. The IS document and notice will be circulated to City departments, local cities, regulatory agencies, trustee agencies, persons of interest, and others via certified mail. An electronic version (.pdf) will be delivered to City staff for City website posting.

**Task 3.4: Review Comments Received on the NOP/Initial Study.** UltraSystems will review the comments received on the IS/NOP and ensure that all pertinent concerns are considered in the upcoming Draft EIR (DEIR). Copies of all correspondence received by the City throughout the NOP process will be incorporated in a technical appendix to the DEIR.

**MAJOR TASK 4.0 - PEER-REVIEW TECHNICAL STUDIES**

UltraSystems' Project Team will conduct peer reviews of the technical reports/studies submitted by the Applicant. While remaining alert to discovering any substantial technical and/or analytical deficiencies that may be present, the main focus of each peer review will be two-fold: 1) to ascertain whether or not the report/study was prepared in accord with accepted industry standards and/or regulatory requirements and guidelines, and 2) does it contain information which is adequate to conduct an assessment of impacts pursuant to CEQA. Each peer reviewer, upon completion of the review will send a memorandum via either our Project Manager or Deputy Project Manager to the City presenting the reviewer's findings. In each case, the reviewer will conclude that the report/study is either adequate or less than adequate. If less than adequate, the memorandum will describe the factors contributing to his/her conclusion followed by suggested measures that could be undertaken to make the report adequate.

*Note: Although not currently on the list of applicant-furnished studies to undergo peer review, the nature of the approvals being sought by the applicant indicates that a substantial amount of other information in the applicant's possession in order for their applications to be deemed complete by the City. Given this, we hereby request that copies of the proposed large-lot Tentative Tract Map and Draft Specific Plan be made available at the Project Kick-Off meeting along with the any underlying documents not already scheduled for peer review.*

**Task 4.1: Geotechnical Report.** UltraSystems will conduct a peer review of the applicant's geotechnical Report to determine whether the conclusions drawn and recommendations made are supported by substantial evidence and is in keeping with accepted current professional practices and City codified requirements. In this regard, we would expect that the subject study includes the results of reviews of readily available topographic and geologic maps, published geotechnical literature, geologic hazard maps, geologic and seismic data, groundwater data, and aerial photographs, and based on that review and any field investigation, provides an assessment of the general geologic conditions and seismic hazards affecting the site, and evaluation of their potential impacts on the Project. The impact assessment should include evaluation of surface fault rupture, ground shaking, liquefaction, soil erosion, settlement, and expansion or collapse of soils and provide remedial measures if warranted.

**Task 4.2.: Biological Resources, Jurisdictional Delineation, Tree Preservation and Protection Plan, and Fuel Modification Plan.** UltraSystems will conduct a peer review of general biological survey including botany, zoology, and arborist reports. The peer-review will determine if the Biological Constraints Survey included research into relevant literature, databases, U.S. Fish and Wildlife and California Department of Fish and Wildlife agency web sites, and other information from public domain sources to: (1) assess habitats, special-status plant and wildlife species, jurisdictional waters, critical habitats, and wildlife corridors that may present on and near the Project site, and (2) identify applicable local or regional plans, policies, and regulations that may apply to the Project. Also, as part of the peer-review, a determination will be made if specific plant and wildlife species protected by federal, state, City, private organizations, nonprofit resource organizations, and relevant management plans, policies or regulations were accurately identified.

If a reconnaissance-level biological survey was conducted on the Project site and within a 500-foot zone around the Project site, typically identified as a Biological Study Area (BSA), a determination will be made by UltraSystems if the survey accurately included a habitat assessment and plant



community mapping, general plant survey, general wildlife survey, jurisdictional assessment, and wildlife movement evaluation. Finally, UltraSystems will review the report's best management practices (BMPs), avoidance and protection measures, and proposed mitigation measures for their effectiveness and feasibility.

This Task also facilitates a peer review of Jurisdictional Wetlands Delineation. Here our biologists will be looking for the methods of assessment and their compliance with regulatory agency protocols and depending on the findings of the study whether or not suitable mitigation measures have been set forth. UltraSystems' Certified Arborist in conjunction with one of our biologists and urban planning professionals will also peer review the Tree Preservation and Protection Plan (TPPP) and Fuel Modification Plan (FMP). What we will be trying to determine is the efficacy of the TPPP in those areas where significant trees on the site of the proposed project abut areas to be disturbed due to earth movement activities. The Fuel Modification Plan, will be assessed in terms of its' efficacy as a fire hazard reduction protocol.

#### MAJOR TASK 5.0 - PREPARE TECHNICAL STUDIES

The technical reports/studies under Major Task 5.0 will be prepared by members of the UltraSystems Project Team.

**Task 5.1: Air Quality/GHG Emissions Assessment** - UltraSystems will prepare an air quality/greenhouse gas emissions impact assessment for the Proposed Project. The assessment will use information from the recently adopted 2016 Air Quality Management Plan. Existing conditions will be documented by summarizing baseline air quality information, including area topography and meteorology and their influence on air quality; the relevant state and federal ambient air quality standards (AAQS); ambient monitoring data from the closest monitoring station(s) to the Project Site for the past three years; and attainment status with respect to state and federal AAQS. Ambient monitoring data available from the South Coast Air Quality Management District (SCAQMD), California Air Resources Board (ARB), and U.S. Environmental Protection Agency (EPA) websites will be incorporated. The setting will also identify existing and reasonably foreseeable sensitive receptors near the Project Site or near roadway/intersections that could be affected by project traffic and stationary source emissions. It will also identify existing major sources of air pollutants in the project vicinity, including sources of toxic air contaminants and odorous emissions. The regulatory setting will also discuss plans to achieve the state and federal AAQS, and rules and regulations that may apply to stationary sources associated with operation of the Proposed Project.

*Please note that operational traffic generated by the proposed project is anticipated to be negligible. As a consequence, the air quality/greenhouse gas emissions assessment will focus mainly on the impacts attributable to project construction. UltraSystems will coordinate with the City Traffic Engineer or Applicant's Traffic Engineer to obtain information which may be necessary to conduct a proper air quality impact study. This would be particularly relevant for vehicles, equipment and machinery employed during construction. The emissions for volatile organic compounds (VOC), oxides of nitrogen (NO<sub>x</sub>), carbon monoxide (CO), particulate matter (PM<sub>10</sub>, PM<sub>2.5</sub>) and sulfur oxides (SO<sub>x</sub>) will be estimated under both construction and operational-related conditions. Where significant impacts are identified, mitigation measures will be identified and discussed. Mitigation measures in the form of land use and energy policies and best management practices will be recommended to reduce or avoid potential project-specific or cumulative impacts on air quality. Where possible, the effectiveness of the mitigation measures will be quantified, and the significance*

of the project impacts with mitigation will be reevaluated and compared to the significance thresholds.

UltraSystems will prepare a GHG inventory and analysis for the project. The GHG analysis will be conducted for (1) baseline (existing) conditions, (2) conditions commensurate with the proposed maximum developed use of the property assuming GHG reduction measures required by Assembly Bill (AB) 32 and other State mandates are adopted, and (3) conditions commensurate with the proposed maximum developed use of the property assuming GHG reduction measures required by AB 32 and other State mandates are not adopted (i.e., business as usual [BAU] conditions). The GHG section will include the following:

- Calculate annual emissions of the principal GHGs (carbon dioxide, methane, and nitrous oxide) and carbon dioxide equivalent (CO<sub>2</sub>e) for the three conditions noted above. UltraSystems will use newest CalEEMod program (v. 2016.3.1) and spreadsheets developed by UltraSystems for numerous similar analyses. For indirect sources, the California Climate Action Registry General Protocol and other sources will be used in cases where CalEEMod is inadequate. The analysis will include direct emissions and several types of indirect emissions, such as those from electricity and water use.
- Propose, with input from the City, quantitative or semi-quantitative thresholds of significance for GHG emissions for use in this analysis. One potential threshold may be a certain percentage of emission reduction from the BAU value.
- Recommend mitigation measures, as needed, for GHG emissions from the project.

**Task 5.2: Phase I Environmental Site Assessment:** UltraSystems will conduct a Phase I Environmental Site Assessment (ESA) in conformance with industry-accepted practices and American Society for Testing and Materials (ASTM) Standard E 1527-00. The purpose of the Phase I ESA is to identify any recognized environmental conditions (REC) that may exist within the project site boundaries. RECs may include:

- Presence or likely presence of hazardous substances of petroleum products on the subject property.
- Conditions that indicate an existing release, a past release, or a material threat of a release of hazardous substances or petroleum products into structures on the property or into the ground, groundwater, or surface water of the subject property.
- Issues that may have an environmental impact on the subject property.

Preparation of the Phase I ESA will require: 1) researching and reviewing available information regarding past owners and occupants of the subject property to assess the potential for contamination resulting from prior on-property activities; 2) researching available information regarding nearby adjacent properties for evidence of environmental conditions that could adversely impact the subject property; 3) interviewing available persons familiar with current and former on-property activities for relevant information regarding potential areas of environmental concern; 4) reviewing federal and state regulatory agency database information for the subject property and nearby properties to identify potential concerns that could adversely affect the environmental condition of the subject property; 5) conducting a visit to the property to identify areas of environmental concern, and observe immediately adjacent properties from the subject property to



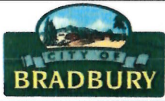
identify obvious practices that could impact the subject property; and, 6) documenting the findings regarding the current environmental conditions on the subject properties in a stand-alone technical report.

**Task 5.3 Noise Impact Assessment.** UltraSystems will document existing ambient noise levels at the project property line, at proximal residential areas, and along roadway segments that could be affected by the Proposed Project. Ambient noise levels would be measured using a Quest Technologies, SoundPro, DL-1-1/3 noise meter that satisfies standards outlined in American National Standard Institute (ANSI) S1.13-1995 (standard measurement of sound pressure levels in Air). Current and future traffic noise levels along studied roadway segments without and with the project will be estimated using Federal Highway Administration (FHWA) Traffic Noise Model (TNM®), Version 2.5.

*Please note that since operational traffic generated by the proposed project is anticipated to be negligible so too will be operational noise.* As a consequence, the air quality/greenhouse gas emissions assessment will focus mainly on the impacts attributable to project construction. Noise levels generated by construction activities will be calculated for each phase of development. UltraSystems has substantial experience with calculating noise levels from all phases of construction, including any demolition and site preparation, excavation, and framing during renovation of existing buildings. When data are available, UltraSystems will obtain information on the length of each phase of construction and the types and numbers of pieces of equipment to be used. Otherwise, equipment requirements and scheduling on the basis of our past experience and our in-house library of noise emissions characteristics of most types of construction equipment will be used. The significance of construction noise exposures will be determined by comparing absolute levels with standards in the noise element of the City of Bradbury general plan and municipal code, or by comparing *increases* in exposure with other relevant criteria. Measures will be recommended as needed to mitigate the impacts of the project. An evaluation of the effectiveness of potential mitigation measures will also be provided.

**Task 5.4: Cultural Resources Assessment.** UltraSystems will prepare a Cultural Resource Assessment with a Phase I Records Search for a one-mile radius. The Native American Heritage Commission (NAHC) would be contacted to request a search to identify Sacred Lands and cultural significant sites, if any, and obtain a list of Native American tribes, organizations and interested individuals that should be contacted to provide information on culturally important sites within the one-half mile Area of Potential Effect (APE). Prehistoric and historic archaeological literature and record reviews would include prior Environmental Impact Reports (EIRs), cultural technical reports, site records, previous assessments, research designs, monitoring programs, and related cultural documentation to identify cultural resources within the APE. Records would be reviewed at the California Historical Information Systems (CHRIS) center in Fullerton, CA.

A pedestrian survey of the Project Site following standard professional archaeological procedures would be conducted to determine if cultural resources are present on the surface, and identify areas with a high possibility of containing subsurface cultural resources. Artifacts, features, sites and structures greater than 50-years of age would be photographed and recorded. Based on these data, a Phase I Cultural Resource Survey Report would be prepared to document research methodology and findings, 1) provide recommendations for avoidance or preservation of cultural resources that may be encountered during construction or other project activities, and 2) provide mitigation measures to protect and preserve cultural resource if avoidance is not feasible in compliance with CEQA and local standards. A site record and/or site record update would be completed and submitted to appropriate agencies upon completion of the field survey.



## MAJOR TASK 6.0 - DRAFT ENVIRONMENTAL IMPACT REPORT

**Task 6.1: Prepare Administrative Draft EIR.** This Task facilitates the preparation of a complete first draft of the environmental impact report (Administrative Draft EIR) for the Proposed Project. UltraSystems will prepare Administrative Draft EIR pursuant to the EIR content requirements outlined in § 15120 through 15132 of the CEQA Guidelines. The environmental issues to be addressed in the Draft EIR will be based on the IS prepared for the project. At this time, the environmental issues anticipated to be discussed in the Draft EIR include: **Aesthetics, Air Quality/GHG Emissions, Biological Resources, Cultural Resources, Geology and Soils, Hazards and Hazardous Materials, Hydrology and Water Quality, Land Use and Planning, Noise.**

The EIR will contain maps, graphics, tables, and charts necessary to clearly depict the location and nature of environmental resources and potentially significant impacts identified in the EIR. The primary components of the Administrative Draft EIR are provided below:

- **Introduction** This section introduces the Draft EIR and the Proposed Project, identifies the statutory authority for its preparation, defines the Lead Agency concept and explains how the DEIR constitutes a formal record of the Lead Agency environmental review of the Proposed Project. The Introduction will close with a brief description of the Draft EIRs' organization.
- **Summary** The Summary will briefly describe the Proposed Project and its environmental consequences. In a matrix format the Summary will identify each significant effect and the measures and/or alternatives to reduce or avoid the effect. The Summary will also identify any known areas of controversy and/or issues to be resolved, including the choice among alternatives.
- **Project Description** The Project Description will identify the project location in a regional and local context; project objectives; and all relevant construction and operations-related technical, economic, and environmental characteristics; the intended uses of the document including a list of discretionary actions requiring approval to implement the project; and a list of agencies expected to use the Draft EIR in their decision-making process.
- **Basis for Cumulative Analysis** This section of the upcoming Draft EIR will identify all projects in the vicinity of the proposed project that will be used in the assessment of cumulative impacts.
- **Environmental Setting** For each issue addressed in the Draft EIR, there will be a description of the physical environmental conditions present at the time the NOP is published.
- **Environmental Impact Analysis** Every environmental issue analyzed in the Draft EIR will follow a master format consisting of the following subsections: (1) Environmental Setting, (2) Thresholds of Significance, (3) Environmental Impacts, (4) Cumulative Impacts, (5) Mitigation Measures, and (6) Level of Impact Significance after Mitigation.
- **Growth-Inducing Impacts** This section of the Draft EIR will discuss the extent the Proposed Project may have growth-inducing impacts, if any, or may bring more businesses into the area to serve the residents. The analysis in this section will consider whether the project (1) produces a potential for in-migration to fill new employment opportunities; (2) results in

an increased localized demand for goods and services; (3) results in the removal of economic, physical or political constraints; and (4) facilitates peripheral development through the expansion of services and/or utilities.

- **Alternatives Analysis** including a discussion of a reasonable range of alternatives to the proposed action. The Draft EIR will include the evaluation of up to three feasible alternatives, including the No Project Alternative. The remaining two alternatives will be developed in consultation with the City. A matrix will present a comparative analysis of the corresponding impacts associated with the project and each of the alternatives identified in the Administrative Draft EIR.
- **Significant Irreversible Environmental Changes** section, which will consider how use of nonrenewable resources during project construction and operation may be irreversible since a large commitment of such resources makes removal or nonuse thereafter unlikely.
- **Organizations and Persons Consulted** section, which will include a list of all organizations and persons consulted during the preparation of the Draft EIR.
- **References and List of Preparers**, including references and a list of preparers in accordance with the provisions of CEQA and its implementing guidelines.

**Task 6.2: Technical Analyses.** As indicated previously, the Draft EIR will address Aesthetics, Air Quality/GHG Emissions, Biological Resources, Cultural Resources, Geology and Soils, Hazards and Hazardous Materials, Hydrology and Water Quality, Land Use and Planning, and Noise. The integration of information provided in the technical studies identified in Major Tasks 4.0 and 5.0 into the Draft EIR is included in the respective budgets for the Project Team's efforts on each technical study. This Task also facilitates the preparation of technical analyses in the Draft EIR for which no stand-alone technical studies have been prepared.

**Task 6.3: Administrative Draft EIR, Pre-Print Draft EIR and Draft EIR.** UltraSystems will submit the Administrative Draft EIR to City staff for their review and comment. Round One Review - Upon receipt of the City's comments on the Administrative Draft EIR, UltraSystems will revise Administrative Draft EIR, accordingly.

Second Round of Review. The revised Administrative Draft EIR will then be submitted to the City for its final review and comment. Upon receipt of any additional comments, UltraSystems will revise Administrative Draft EIR and prepare a Pre-Print Draft EIR for final City approval prior to publication of the Draft EIR. Upon the City's approval of the Pre-Print Draft EIR, UltraSystems will then ready the Draft EIR for public EIR circulation.

**Task 6.4: Prepare Notice of Availability.** UltraSystems will prepare a Notice of Availability (NOA) in order to give notice to the public, responsible agencies, trustee agencies, and the County Clerk that the Draft EIR for the Proposed Project is available for review and comment. Consistent with CEQA Guidelines § 15087(c), the notice will contain a brief project description and its location; the starting and ending dates for the review period during which the City will accept comments; the date, time and place of any scheduled public meeting or hearing; the address where copies of the Draft EIR are available for review; and if applicable, the presence on the site of any hazardous wastes per Government Code § 65962.5. UltraSystems will ensure posting of the NOA at the County Clerk and distribute the NOA to up to 50 recipients.



**Task 6.5: Notice of Completion.** UltraSystems will prepare the Notice of Completion (NOC) and then file that notice with the County Clerk and the State Clearinghouse along with 15 copies of the executive summary of the Draft EIR and an electronic version (on CD) of the Draft EIR and technical appendices in .pdf format.

**Task 6.6: Public Circulation of the Draft EIR.** Upon concurrence of a document distribution list, UltraSystems will distribute the Draft EIR to those agencies, organizations, and individuals required to receive notice. UltraSystems will prepare an electronic version of the Draft EIR and technical appendices in .pdf format to be posted for download on the City's website. All mailing will be via certified mail (return receipt requested) and proof of deliveries will be assembled and provided to the City to document compliance.

#### MAJOR TASK 7.0 - FINAL ENVIRONMENTAL IMPACT REPORT

**Task 7.1: Response to Comments.** Following the close of the 45-day public review period and the receipt of all comments on the Draft EIR, UltraSystems will compile, index and review all written comments. An indexed set of comments will be provided to City staff for review and discussion. After meeting with staff to go over the comments on the Draft EIR, UltraSystems will provide reasoned responses to each comment made on an environmental issue. If a number of comments are submitted on a particular topic, it may be most efficient to prepare a master or topical response on that subject. At this time, it is difficult to project the level of effort that will be needed to respond to comments on the Draft EIR.

We have assumed a budget of approximately 32 labor hours for preparing responses to comments. In the event additional effort is needed to complete the response to comments document, UltraSystems will coordinate with the City to secure a contract amendment prior to completing the unfunded portion of our work effort.

**Task 7.2: Mitigation Monitoring and Reporting Program, Findings of Fact, and Statement of Overriding Considerations.** UltraSystems will prepare the final MMRP, and the Findings of Fact for each significant impact of the project as required by § 15091 of the State CEQA Guidelines, and a Statement of Overriding Considerations to address any unavoidable significant impacts of the project. These documents will be submitted in draft form for review and comment by the City, revised to respond to all comments, and finalized for use by the City.

**Task 7.3: Final EIR.** UltraSystems will revise the response to comments to address one round of comments from the City and then assemble the Final EIR. The Final EIR will consist of (1) response to comments; (2) the Draft EIR; (3) technical appendices; and (4) the Mitigation Monitoring Program. The final EIR will be submitted in draft form for review and comment by the City, revised to respond to all comments, and finalized for use by the City. Two rounds of review and revision, one each for administrative and pre-press review, are included.

**Task 7.4: Notice of Determination.** Upon certification of the Final EIR, Pursuant to § 15094 of the CEQA Guidelines, UltraSystems will prepare and file the NOD within five working days of the date of the City's actions. Additionally, copies of the NOD will also be filed with the Office of Planning and Research (OPR) and transmitted to "any person who has filed a written request for notices with the clerk of the governing body." Payment of CDFW fees is included in this proposal. UltraSystems will ensure posting of the NOD with the County Clerk and OPR.

The following table includes all Major Tasks and Deliverables noted for the preparation of this EIR.

Major Task	Deliverable
Major Task 1.0 – Project Kick-Off and Initiation Activities	<ul style="list-style-type: none"> <li>One electronic copy in .pdf of Kickoff Meeting minutes.</li> <li>One electronic copy each in Word and .pdf and one printed copy each of the Draft and Approved Project Description</li> </ul>
Major Task 2.0 – Project Management/Coordination/Meetings & Hearings	<ul style="list-style-type: none"> <li>No deliverables required</li> </ul>
Major Task 3.0 – Initial Study and Notice of Preparation	<ul style="list-style-type: none"> <li>Draft IS/NOP - One electronic copy in Word format and two (2) hard copies.</li> <li>IS/NOP – Five (5) printed copies and thirty (30) CDs.</li> </ul>
Major Task 4.0 – Peer Review Technical Studies	<ul style="list-style-type: none"> <li>Peer Review Memoranda – One (1) hard copy and one (1) electronic copy each of a memorandum for each of the peer-reviewed technical studies.</li> </ul>
Major Task 5.0 – Prepare Technical Studies	<ul style="list-style-type: none"> <li>One (1) electronic copy each in Word Format and one (1) printed copy each, of the draft and Final technical studies.</li> </ul>
Major Task 6.0 – Draft Environmental Impact Report	<ul style="list-style-type: none"> <li>Administrative Draft EIR – Two (2) printed copies with Technical Appendices/ Two (2) CDs.</li> <li>Revised Administrative Draft EIR – Two (2) printed copies with Technical Appendices and 4 CDs.</li> <li>Pre-Print Draft EIR – One (1) printed copy with Technical Appendices and one CD.</li> <li>Draft EIR – Ten (10) printed copies with Technical Appendices and Ten (10) copies with Technical Appendices on CD.</li> <li>Draft EIR – One electronic copy with Technical Appendices in an HTML format.</li> </ul>
Major Task 7.0 – Final Environmental Impact Report	<ul style="list-style-type: none"> <li>Response to Comments/Errata – Ten (10) printed copies and Ten (10) CDs.</li> <li>Final EIR - Ten (10) printed copies and Ten (10) copies on CD.</li> <li>Final Product – One (1) printed copy and one (1) electronic copy in PDF format of the Notices, Initial Study, Final EIR and 15091 Findings of Fact and SOC, if necessary.</li> </ul>

### 3.0 PERFORMANCE SCHEDULE

The proposed task-by-task performance schedule for the preparation of the Chadwick Ranch Estates EIR from inception to FEIR certification is provided on **Table 3.0-1** below. Assuming a start date in the middle of June, allowing three two-week City reviews of all milestone deliverables, and that our peer reviews don't find anything in one of the studies that would affect a delay in the ability to be used in preparing the EIR, the FEIR would be ready for certification in approximately 9-10 months. If only two City reviews of key deliverables were required, the overall schedule could likely be shortened by one month.

**Table 3.0-1  
PERFORMANCE SCHEDULE**

Work Program Activity	Start Date	Duration (Days)	End Date
Project Initiation	6/10/19	21	7/01/19
Project Kick-Off Meeting	6/13/19	1	6/13/19
Project Description and EIR Outline	6/13/19	21	7/01/19
Draft Initial Study and Notice of Preparation	7/01/19	21	7/22/19
Final Initial Study and Notice of Preparation	7/22/19	14	8/05/19
Circulate NOP/Initial Study *	8/07/19	1	8/07/19
NOP Public Review Period (30 days)	8/07/19	30	9/04/19
Scoping Meeting	8/21/19	1	8/21/19
Conduct Peer Reviews	7/01/19	30	7/31/19
Prepare Technical Studies	7/01/19	42	8/14/19
Prepare Administrative Draft EIR	8/14/19	60	10/14/19
City Review of Administrative Draft EIR	10/14/19	14	10/28/19
Prepare Revised Administrative Draft EIR	10/28/19	21	11/18/19
City Review of Revised Administrative Draft EIR	11/18/19	14	12/2/19
Prepare Pre-Print Draft EIR *	12/2/19	14	12/16/19
Draft EIR Public Review Period (45 days)	12/19/19	45	2/03/20
Prepare Administrative Draft Response to Comments, Final EIR, SOC's	2/03/20	30	3/02/20
City Comments on Administrative Final EIR	3/02/20	10	3/12/20
UltraSystems Revises Administrative Final EIR	3/12/20	10	3/22/20
City Review	3/22/20	10	4/01/20
Prepare Mitigation Monitoring and Reporting Program	3/02/20	30	4/01/20
Finalize Final EIR	4/01/20	10	4/11/20
Public Hearings		TBD	
File NOD, pay CDFW Fees *	Within 5-days after Final EIR Certification		
Project Management and Ongoing Consultation	Throughout Project		
Monthly Staff Meetings	Throughout Project		

\*Identifies Milestones during which UltraSystems will provide appropriate Notices throughout the CEQA process. Included will be the Notice of Preparation, Notice of Completion, and Notice of Determination



**Assumptions:**

- The start date is assumed to be the week UltraSystems is authorized to begin work.
- Technical studies will begin after the Project Description has been accepted by the City.
- UltraSystems-prepared technical studies will begin after the Project Description has been accepted by the City and are included within the preparation of the Administrative Draft EIR (ADEIR)
- UltraSystems assumes a two-week review cycle by the City.
- The 30-day public review period is mandatory.
- The 45-day public review period is mandatory.
- UltraSystems is not responsible for schedule delays beyond its control.
- Certain tasks will be performed concurrently.
- Planning Commission and City Council hearing dates listed in the schedule will ultimately be determined by the City staff.

#### 4.0 FEE SCHEDULE

The costs to implement the work scope outlined in **Section 4.0-1** are provided in a summary below and are provided in **Section 4.0-2**.

**Table 4.0-1**  
**PROJECT COSTS SUMMARY**

Section No.	Tasks	Cost (\$)
<b>1.0</b>	<b>PROJECT KICK-OFF AND INITIATION ACTIVITIES</b>	
1.1	Project Kickoff Meeting	\$1,530
1.2	Prepare Project Description and EIR Outline	\$4,150
<b>2.0</b>	<b>PROJECT MANAGEMENT &amp; COORDINATION/MEETINGS &amp; HEARINGS</b>	
2.1	Project Management and Coordination	\$6,370
2.2	Attendance at Meetings and Public Hearings	\$4,480
<b>3.0</b>	<b>INITIAL STUDY AND NOTICE OF PREPARATION</b>	
3.1	Prepare Initial Study	\$7,770
3.2	Prepare Notice of Preparation	\$730
3.3	Publish/Circulate Notice of Preparation/Initial Study	\$2,380
3.4	Review Comments Received on the NOP/IS	\$1,820
<b>4.0</b>	<b>PEER-REVIEW TECHNICAL STUDIES</b>	
4.1	Geotechnical Report	\$2,140
4.2	Biological Resources, Jurisdictional Delineation, Tree Preservation and Protection Plan and Fuel Modification Plan	\$5,990
<b>5.0</b>	<b>PREPARE TECHNICAL STUDIES</b>	
5.1	Air Quality/GHG Emissions Assessment	\$5,610
5.2	Phase I Environmental Site Assessment	\$4,290
5.3	Noise Impact Assessment	\$2,930
5.4	Cultural Resources Assessment	\$6,120
<b>6.0</b>	<b>PREPARE DRAFT EIR</b>	
6.1	Administrative Draft EIR	\$15,880
6.2	Technical Analyses	\$22,510
6.3	Revise Admin. Draft EIR, Pre-Print DEIR, and Draft EIR	\$5,790
6.4	Notice of Availability (NOA)	\$570
6.5	Notice of Completion (NOC)	\$570
6.6	Public Circulation of Draft EIR	\$2,370
<b>7.0</b>	<b>FINAL ENVIRONMENTAL IMPACT REPORT</b>	
7.1	Response to Comments	\$10,060
7.2	MMRP, Findings of Fact, SOC	\$6,170
7.3	Final EIR	\$4,220
7.4	Notice of Determination	\$950
	<b>GRAND TOTAL</b>	<b>\$125,400</b>

**Note:** Subconsultant management fees of 10% are included. Subconsultant direct costs are included within their total costs.



Table 4.0-1  
PROJECT COSTS BY LABOR CATEGORIES

TASK BY TASK BREAKDOWN FOR THE PREPARATION OF AN EIR - CHADWICK RANCH ESTATES EIR

Labor Categories >>>	Project Director	Deputy Project Manager	Senior Principal Engineer	Scientist/Engineer	Senior Planner	Associate Planner	Planner/Environ. Analyst	Senior Biologist II	Senior Biologist I	Staff Biologist I	Cultural Specialist	Senior GIS Analyst	Word Processor	Total Labor	Total Hours	Travel		Direct Expense	TOTAL (rounded)
	Hourly Rate >>>	\$185.00	\$165.00	\$175.00	\$150.00	\$125.00	\$120.00	\$110.00	\$130.00	\$125.00	\$110.00	\$135.00	\$110.00	\$75.00		Miles	\$0.500		
Hours																			
<b>1.0 PROJECT KICK-OFF AND INITIATION ACTIVITIES</b>																			
1.1 Project Kick-off Meeting	4	4	0	0	0	0	0	0	0	0	0	0	1	\$1,475.00	9	90	\$12.20	\$0.00	\$1,530
1.2 Prepare Project Description and EIR Outline	2	8	0	0	10	0	4	0	0	0	0	2	6	\$4,550.00	32	0	\$0.00	\$100.00	\$4,650
Subtotal	6	12	0	0	10	0	4	0	0	0	0	2	7	\$5,525.00	41	90	\$12.20	\$100.00	\$5,600
<b>2.0 PROJECT MANAGEMENT &amp; COORDINATION/MEETINGS &amp; HEARINGS</b>																			
2.1 Project Management and Coordination	0	24	2	0	0	0	0	2	0	0	2	0	0	\$6,720.00	18	90	\$12.20	\$0.00	\$6,870
2.2 Attendance at Meetings and Public Hearings	0	16	0	0	0	0	0	0	0	0	0	0	2	\$4,270.00	26	360	\$200.00	\$0.00	\$4,430
Subtotal	16	40	2	0	0	0	0	2	0	0	2	0	2	\$10,990.00	64	450	\$200.00	\$0.00	\$10,850
<b>3.0 INITIAL STUDY AND NOTICE OF PREPARATION</b>																			
3.1 Prepare Initial Study	4	16	4	0	12	4	4	2	0	0	2	4	4	\$7,770.00	94	0	\$0.00	\$0.00	\$7,770
3.2 Prepare Notice of Preparation	0	2	0	0	2	0	0	0	0	0	0	0	2	\$740.00	6	0	\$0.00	\$0.00	\$740
3.3 Publish/Circulate Notice of Preparation/Initial Study	1	1	0	0	0	0	1	0	0	0	0	0	4	\$1,990.00	10	90	\$12.20	\$1,235.00	\$2,300
3.4 Review Comments Received on the NOP/IS	1	4	1	0	2	0	0	2	0	0	1	0	2	\$1,815.00	12	0	\$0.00	\$0.00	\$1,820
Subtotal	6	23	5	0	16	4	5	4	0	0	3	4	12	\$11,405.00	85	90	\$12.20	\$1,235.00	\$12,700
<b>4.0 PEER REVIEW TECHNICAL STUDIES</b>																			
4.1 Geotechnical Report	0	1	8	0	4	0	0	0	0	0	0	0	1	\$2,140.00	14	0	\$0.00	\$0.00	\$2,140
4.2 Biological Resources, Jurisdictional Determination, Tree Preservation and Protection Plan and Fuel Modification Plan	0	1	0	0	0	0	0	24	20	0	0	0	2	\$5,935.00	57	90	\$12.20	\$0.00	\$5,990
Subtotal	0	2	8	0	4	0	0	24	20	0	0	0	3	\$8,075.00	61	90	\$12.20	\$0.00	\$8,130
<b>5.0 PREPARE TECHNICAL STUDIES</b>																			
5.1 Air Quality/CHG Emissions Assessment	0	1	12	16	2	0	0	0	0	0	0	4	2	\$5,565.00	37	0	\$0.00	\$100.00	\$5,665
5.2 Phase I Environmental Site Assessment	0	1	0	24	0	0	0	0	0	0	0	2	2	\$4,135.00	29	90	\$12.20	\$100.00	\$4,290
5.3 Noise Impact Assessment	0	1	0	0	12	8	0	0	0	0	0	0	2	\$2,775.00	0	90	\$12.20	\$100.00	\$2,930
5.4 Cultural Resources Assessment	0	1	0	0	1	0	0	0	0	0	32	0	0	\$5,465.00	0	90	\$12.20	\$100.00	\$5,610
Subtotal	0	4	12	40	18	12	0	0	0	0	32	4	4	\$17,880.00	66	270	\$12.20	\$300.00	\$18,350
<b>6.0 PREPARE DRAFT EIR</b>																			
6.1 Administrative Draft EIR	2	24	0	0	24	32	30	1	0	0	0	0	10	\$15,410.00	124	0	\$0.00	\$200.00	\$15,610
6.2 Technical Analyses	2	16	16	16	16	20	24	4	0	0	12	16	20	\$22,510.00	178	0	\$0.00	\$0.00	\$22,510
6.3 Review Admin. Draft EIR, Pre-Print Draft EIR, and Draft EIR	2	6	2	2	0	1	0	2	0	0	2	4	4	\$3,760.00	28	0	\$0.00	\$2,025.00	\$5,780
6.4 Notice of Availability (NOA)	0	1	0	0	2	0	0	0	0	0	0	0	2	\$565.00	5	0	\$0.00	\$0.00	\$570
6.5 Notice of Completion (NOC)	0	1	0	0	2	0	0	0	0	0	0	0	2	\$665.00	5	0	\$0.00	\$0.00	\$670
6.6 Public Circulation of Draft EIR	0	4	0	0	0	6	6	0	0	0	0	0	4	\$2,340.00	20	60	\$14.00	\$0.00	\$2,370
Subtotal	6	52	18	18	44	66	60	10	10	12	14	20	42	\$49,250.00	360	60	\$14.00	\$2,244.00	\$47,690
<b>7.0 FINAL ENVIRONMENTAL IMPACT REPORT</b>																			
7.1 Response to Comments	4	24	4	4	4	0	0	1	0	0	12	0	4	\$8,940.00	60	0	\$0.00	\$1,175.00	\$10,860
7.2 MHP, Findings of Fact, SOC	2	4	0	0	16	0	0	0	0	0	0	0	1	\$2,170.00	42	0	\$0.00	\$1,000.00	\$3,170
7.3 Final EIR	2	4	0	0	6	2	0	0	0	0	0	0	16	\$1,220.00	83	0	\$0.00	\$1,000.00	\$1,220
7.4 Notice of Determination	1	2	0	0	2	0	0	0	0	0	0	0	2	\$915.00	7	60	\$14.00	\$0.00	\$950
Subtotal	9	34	4	4	28	18	0	1	0	0	12	0	25	\$10,245.00	139	60	\$14.00	\$3,175.00	\$12,480
<b>TOTAL BIDDERS</b>	43	167	49	62	120	92	60	44	30	12	63	49	98						
<b>TOTAL COSTS</b>	\$7,655	\$27,555	\$8,575	\$9,300	\$15,000	\$11,840	\$6,600	\$5,720	\$3,750	\$1,320	\$8,585	\$4,400	\$7,350	\$117,070	816	1110	\$643.00	\$6,940	\$125,400

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## **APPENDIX A**

### **KEY PERSONNEL RESUMES**

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### **Years of Experience**

35+

### **Years with Firm**

25

### **Education**

- Graduate Program, Public Policy and Administration, California State University, Long Beach, CA, 1992
- Graduate Program, Business Administration, Pepperdine University, Irvine, CA, 1991
- M.U.R.P., Master of Urban and Regional Planning, California State Polytechnic University, Pomona, CA, 1989
- B.A., Geography, California State University, Long Beach, CA, 1978

### **Professional Affiliations**

- American Planning Association
- Urban Land Institute
- Association of Environmental Professionals
- National Association of Women Business Owners
- National Association for Female Executives

### **Areas of Expertise**

- CEQA
- NEPA
- Entitlement
- Energy
- Federal
- Institutional
- Infrastructure

### **PROFESSIONAL SUMMARY**

Ms. Lindsay is the founder and chief executive of UltraSystems Environmental. A building industry veteran, she has over 35 years of experience in environmental planning and permitting, and preparing more than 400 environmental documents. Her background includes managing over 20 on-call professional service contracts for public agencies, which have included hundreds of projects. At UltraSystems, her day-to-day responsibilities include business and project management, contract administration, resource allocation, and quality control. She is responsible for overall project management, the preparation and processing of CEQA/NEPA documents, and associated entitlement obligations for large-scale public and private infrastructure projects.

### **SELECT PROJECT EXPERIENCE**

#### ***Initial Study/Mitigated Negative Declaration, Porto's Bakery and Cafe, West Covina, CA***

As Project Director, Ms. Lindsay oversaw the preparation of the IS/MND for a proposed two-story, 21,943-square-foot bakery and cafe that was recently approved by the West Covina City Council. The urban infill project, located near City Hall and proximate to Interstate 10 includes the demolition and removal of the existing restaurant/nightclub building. The project site is located in the City's Downtown District. Critical issues identified and analyzed in the IS/MND included project impacts such as increased traffic, biological resources, and hazardous materials.

#### ***Draft Environmental Impact Report (EIR)/Draft Environmental Impact Statement (EIS), Rose Hill Courts, Los Angeles, CA***

As Principal in Charge, Ms. Lindsay is overseeing the environmental document preparation for the Rose Hill Courts Modernization and Rehabilitation Project, which is located on a 5.24-acre site. The project site is one of the oldest, public housing projects in all of Los Angeles, and is currently developed with a total of 15 buildings, comprised of 14 residential buildings with 100-multi-family units, and one administration and community building. The EIR/EIS is being prepared with multiple Lead Agencies, Responsible Agencies and overseen by the Housing Authority of Los Angeles. Critical issues include: traffic, biological resources, aesthetics, noise, air quality, soils, geology, along with public relocation during construction.

#### ***Draft Environmental Impact Report (EIR), Proposed Target Store, San Clemente, CA***

As Principal in Charge, Ms. Lindsay oversaw the preparation of a Draft EIR for a proposed 142,000-square-foot Target retail store that was recently approved by the San Clemente City Council. UltraSystems technical specialists assessed the project's potential impacts on the environment. One of the most significant issues was the size of the Target sign to be placed on a two-story tower on the southwest corner of the store. In response, view simulations were prepared showing the sign/tower from three different vantage points. Following the public comment period on the Draft EIR, UltraSystems presented the conclusions of the project's Final EIR to members of the City Planning Commission and City Council. The other issues identified in the Draft EIR were

project impacts such as increased traffic, and impacts on biological resources, aesthetics, noise, air quality, soils, and geology.

***Environmental Impact Report (EIR), Falcon Ridge Town Center, Fontana, CA***

Serving as Principal-in-Charge, Ms. Lindsay provided QA/QC for preparation of a focused EIR for the development of a 31.5-acre sub-regional shopping center. The center would provide a range of commercial and retail services to nearby neighborhoods. The site is within the north portion of the Westgate Specific Plan area, a 954.1-acre master-planned community integrating a business park, commercial, retail, offices, and 2,457 homes.

***Amended Specific Plan, Mixed-Use Development, San Marcos, CA***

Ms. Lindsay served as the Principal-in-Charge for this project to develop an amended Heart of the City Specific Plan, which would guide development of an approximately 200-acre area in the city center. She provided the Project Manager with technical assistance and implemented UltraSystems' internal QA/QC program. The City of San Marcos desired to amend the Specific Plan to allow the area to become an employment center by accommodating increased retail, office, hotel, and residential development.

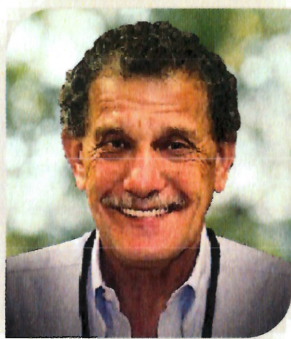
Ms. Lindsay was Principal-in-Charge, providing QA/QC for development of the Draft and Final EIR for the Citrus Heights Specific Plan. The project site plan contained 499 single-family homes on 109.5-gross acres within two planning areas. The community would be gated, with private streets and pocket parks. As part of this project, infrastructure improvements would be made to the surrounding circulation system, including widening, landscaping, street lighting, and sidewalk installation along the project's frontage.

***Emerald Meadows Ranch Specific Plan EIR, Riverside County, CA***

Ms. Lindsay acted as Principal-in-Charge, providing QA/QC for the proposed Emerald Meadows Ranch development. The site covered approximately 279 acres. The proposed Specific Plan would provide a level of flexibility regarding the commercial portion of the property. The Plan would include provisions for the development of a commercial retail center of approximately 50 acres. However, should the approximate 50-acre commercial retail center be deemed impracticable by either of the co-applicants, a smaller 17-acre commercial center will be permitted, with the remaining 33 acres to be developed for residential uses, subject to the requirements of the Specific Plan.

***Mitigated Negative Declaration (MND), Canyon Springs Specific Plan, Riverside, CA***

Ms. Lindsay served as Principal-in-Charge, providing QA/QC for the preparation of a Mitigated Negative Declaration for the City of Riverside. UltraSystems provided the following technical studies: Phase I Environmental Site Assessment (ESA), Traffic/Circulation Study, and an Air Quality Assessment. The proposed development consists of approximately 85 acres of retail, office and multi-family residential uses to be located at the southeast corner of State Highway 60 and Interstate 215 within the City of Riverside. The approximately 85-acre site is part of a larger project in which environmental documentation was previously prepared and approved by the County of Riverside. Subsequently, the entire project site was subject to annexation proceedings and then annexed to the City of Riverside. The project site has a General Plan designation of Commercial Business and Office and is zoned with a combination of Restricted Office and Restricted Commercial. The Project is within an existing Specific Plan for the area.



#### **Years of Experience**

40+

#### **Years with Firm**

2+

#### **Education**

- Master of Arts, Environmental Planning, University of California, Santa Barbara (Ventura Learning Center), Ventura, CA, 1983
- M.S.W., Master of Social Work, California State University, San Francisco, San Francisco, CA, 1977
- B.A. Experimental Psychology, Westmont College, Montecito, CA, 1976

#### **Professional Certificates**

- Designated Expert Witness as a CEQA Practitioner by CA Superior Court, 1989

#### **Professional Affiliations**

- Association of Environmental Professionals

#### **PROFESSIONAL SUMMARY**

Mr. Verlaan is a highly experienced and versatile urban and environmental planning consulting professional with a verifiable track record of successfully achieving the goals and objectives of each assignment while employing methods reflecting the highest standards of professional care. He holds two advanced degrees from accredited major CA universities, one in the humanities and the second in Environmental Planning. Mr. Verlaan was accorded the status of qualified expert witness as a CEQA Practitioner by the Superior Court of the State of California in 1988. This has given him opportunities to develop extensive independent third-party review consultation and peer-review experience in association with various public agencies, private sector development interests, citizen stakeholders, and the legal community. Mr. Verlaan can point to the successful hands-on management, preparation and processing of CEQA, NEPA and TEPA (Tribal) compliance documents for more than 500 projects varying greatly in type, scale, complexity, public sensitivity, environmental setting and geographic location. This broad experience has encompassed his preparation of CEQA compliance documents for more than 40 jurisdictions and districts within the State of California and NEPA compliance documents for numerous federal agencies.

#### **SELECT PROJECT EXPERIENCE**

##### ***South Highland Avenue Extension and Roadway Improvement Project Environmental Assessment***

Project Manager. Initial Study/Mitigated Negative Declaration (IS/MND) addressing a 2.2-mile roadway extension parallel to the future planned SR-30 freeway improvement project in northern Fontana.

##### ***Jack Bulik Park Expansion Environmental Assessment***

Project Manager. Initial Study/Mitigated Negative Declaration (IS/MND) addressing a proposed expansion of an existing 12.78-acre park to 27.14-acres. The proposed expansion included a four-field softball complex, a Senior League baseball field, two additional basketball courts, and a 27,000 square foot skate park.

##### ***Hyundai Motor America Headquarters, Phase I and Phase II Facility Expansion, Environmental Assessment***

Project Manager. Initial Study/Mitigated Negative Declaration (IS/MND) addressing the addition and redistribution of administrative and technical training uses comprising a net increase of 184,574 square feet to existing facilities.

##### ***South Park - A Planned Business Community FEIR***

Project Manager. Program EIR for a 140-acre, 2.2 million square foot commercial office and retail project to be developed in a P.C. Zone.

##### ***Fiesta de Vida Specific Plan, Project Master Plan and Annexation Final Environmental Assessment.***

Project Manager. The project comprised a proposed revision to Specific Plan No. 231 (Adams 34 Ranch) originally approved by the County of Riverside in 1992. As revised, the project included 1,495 dwelling units, of which 258 would be age-restricted, 656 would be senior-oriented, and the balance, non-age restricted. The project revision also included a 27-hole golf course, attendant clubhouse, a 7.29-acre community park and appurtenant infrastructure. Full CEQA processing. Document also served as the environmental review for annexation processing through Riverside County LAFCO.

***Terra Lago East Final Environmental Assessment***

Project Manager. Initial Study/Mitigated Negative Declaration (IS/MND) addressing a Project Master Plan and associated tentative tract maps encompassing 613-acres and approximately 849 dwelling units proximal to and within the existing Landmark Golf Club. Assignment also included full CEQA processing.

***Addendum No. 4 to the Orange County Great Park Final Program EIR - Orange County Great Park (OCGP) Master Plan 00434337-PMP***

Project Manager. Comparative environmental assessment conducted for the Orange County Great Park Master Plan component of the overall OCGP in relation to the findings of the 2003 Tier 1 Program EIR. Addendum No.4 addresses the environmental consequences of the next major metropolitan park planned for development in the Western Hemisphere. Comprising more than 1,100AC, the park will feature a broad array of physical improvements, including created, re-established and/or enhanced natural habitats, passive and active recreational facilities, cultural/civic/institutional buildings, interpretive exhibits, and in excess of 5,000 permanent parking spaces, among others.

***La Cienega Hotel/Commercial Center FEIR No. 286-84-ZC***

Project Manager. Project EIR for 300-room convention hotel and 70,000 square foot commercial center requiring a Zone Change.

***Ramada Inn - Airport Boulevard FEIR***

Project Manager. Project EIR addressing a 10-story, 440-room expansion of an existing hotel near LAX.

***Toyota/Ontario Business Park Specific Plan FEIR***

Project Manager. Program EIR addressing up to 2.2 million square feet of warehouse/distribution and office/R&D uses on approximately 94 acres adjacent to I-15.

***Ontario Convention Center Final Environmental Assessment***

Project Manager. Initial Study/Mitigated Negative Declaration (IS/MND) addressing a 220,000+/- square foot convention facility proximal to Ontario International Airport.

***Diocese of Orange Catholic Church/School Complex Final Environmental Assessment***

Project Manager. Initial Study/Mitigated Negative Declaration (IS/MND) addressing the future construction and operations of a new church and school facility in rural southeast Yorba Linda.

***Eastside Community Park/Sports Complex Master Plan Final Environmental Assessment***

Project Manager. Initial Study/Mitigated Negative Declaration (IS/MND) addressing a 17-acre sports park complex and attendant and adjacent grading involving more than 500,000 cubic yards in an area containing sensitive and protected habitat and faunal resources.

***Fairmont Boulevard Extension and Over-crossing of Esperanza Road/AT&SF Railroad Tracks to La Palma Avenue FEIR***

Project Manager. Project EIR addressing a one-mile extension of Fairmont Boulevard from its southerly terminus in Yorba Linda to La Palma Avenue in the City of Anaheim. Project included a grade separation over a major arterial and parallel railroad tracks. Involved extensive local neighborhood scoping regarding noise and aesthetic issues.

***Rio Vista 5 Million Gallon Reservoir, Water Transmission Line and Access Road Draft Environmental Assessment***

Project Manager. Environmental review for a proposed 5-million-gallon buried steel water reservoir in the Flat Top Mountain area of Cathedral City, approximately one and one-half miles of water transmission pipeline extending south from the reservoir beneath the I-10 Freeway and parallel Southern Pacific Railroad tracks to the Rio Vista community.



#### **Years of Experience**

14

#### **Years with Firm**

2

#### **Education**

- M.A., Urban and Regional Planning, University of California, Irvine (UCI), 2005
- B.A., Environmental Analysis and Design, University of California, Irvine (UCI), 2002

#### **Professional Certificates**

- American Institute of Certified Planners
- LEED Green Associate

#### **Professional Affiliations**

- American Institute of Certified Planners (AICP)
- American Planning Association (APA)
- Association of Environmental Professionals (AEP)
- U.S. Green Building Council (USGBC)

#### **Areas of Expertise**

- CEQA
- EIRs
- Initial Studies
- MNDs
- Land Use Research

#### **PROFESSIONAL SUMMARY**

Ms. Partridge is a planner with 14 years of experience in community and environmental planning. Ms. Partridge has experience in both the public and private sectors as a city planner and as an environmental planner for residential, commercial, industrial, mixed-use, and specific plan projects. Ms. Partridge's areas of expertise include CEQA, EIRs, Initial Studies, MNDs, and land use research. She is certified as a LEED Green Associate and is a member of the American Institute of Certified Planners (AICP). Ms. Partridge is trained in environmental analysis for a variety of project types and has experience conducting current planning and permit work for local cities.

#### **SELECT PROJECT EXPERIENCE**

##### ***Liberty Groves Area Plan/Specific Plan, Administrative Draft PEIR, Madera, CA***

Ms. Partridge authored sections of the Administrative Draft PEIR for this project, located in Madera County. The Liberty Groves Specific Plan provides for implementation of the Liberty Groves Area Plan and will function as the zoning document for the Liberty Groves project by providing land use regulations and development standards for new development. The Liberty Groves project is a proposed 1,320-acre master-planned, mixed-use community.

##### ***Watson Industrial Park, EIR, Chino, CA***

Ms. Partridge assisted in the preparation of EIR sections for this proposed General Plan Amendment, Specific Plan Amendment, and Master Site Plan application for an approximately 190-acre industrial warehouse development project. This project proposed the development of eight industrial warehouse buildings, totaling approximately 3,700,000 square feet. The Final EIR for the project was certified in January 2016 by the City of Chino City Council.

##### ***Oak Flat Towers Project, IS/MND, Orange County, CA***

Ms. Partridge co-authored an IS/MND for the development of a new radio transmitting tower facility in the Santa Ana Mountains for radio station KBRT AM 740. The new tower facility would replace the existing transmitting facility located in Los Angeles County. As an Assistant Project Manager for this project, Ms. Partridge coordinated with County staff and the Client regarding the project and assisted in research. The project was unanimously approved by the County of Orange Planning Commission in October 2011.

##### ***Wardlow and Lamb Residential Projects, Mitigated Negative Declarations (MNDs), Huntington Beach, CA***

Ms. Partridge co-authored the Mitigated Negative Declarations for these detached single-family residential developments, proposed on former elementary school sites. The Wardlow project proposed the development of 49 homes and the Lamb Residential Project proposed 81 homes. Ms. Partridge attended the public scoping meetings for both projects and coordinated with subconsultants and City staff members regarding the projects. These projects were approved by the City of Huntington Beach City Council in November 2012.

### ***Alderwood and Vista Verde Residential Projects, Environmental Impact Reports (EIRs), Irvine, CA***

Ms. Partridge co-authored the EIRs for these detached single-family residential developments, proposed on former elementary school sites. The Alderwood Residential Project, located in the Village of Woodbridge in Irvine, proposed the development of 48 homes. The Vista Verde Residential Project, located in the Village of University Park in Irvine, proposed the development of up to 66 homes. Ms. Partridge prepared a variety of the EIR sections for these projects. She assisted in preparation of the public scoping meeting materials for both projects. Ms. Partridge also coordinated with subconsultants and City staff members regarding environmental impacts. The Alderwood Project was approved by the City of Irvine City Council in September 2011 and the Vista Verde Project was approved by the City Council in April 2012.

### ***Serrano Woods Apartment Complex Initial Study/Mitigated Negative Declaration (IS/MND), Orange, CA***

Ms. Partridge co-authored an IS/MND for the Serrano Woods affordable housing apartment complex. The project involved development of a 65-unit affordable housing development in the City of Orange. The project required a general plan amendment, zone change, tentative parcel map, and major site plan review by the City Design Review Committee. As Environmental Analyst/Assistant Project Manager for this project, Ms. Partridge conducted a site visit and photographed the project site. Additionally, she conducted all the background research and performed the environmental analysis. The City of Orange Planning Commission recommended approval in February of 2011 and the project was approved by the City Council in March of 2011.

### ***La Habra Civic Center Infill Housing Project, EIR, La Habra, CA***

As Environmental Analyst for this project, Ms. Partridge drafted sections of the DEIR for the La Habra Civic Center Infill Housing Project. Two options were considered for development of new single family and/or townhomes in the La Habra Civic Center area. Option 1 would entail development of approximately 110 new single-family homes and/or townhomes, on 5.5 acres already developed with the City of La Habra City Hall and Art Gallery, a Post Office, and the Crossroads Community Church property. The existing site improvements in these areas would be demolished and the City Hall and Post Office would be relocated to a nearby office property, through renovations of existing office buildings and an adjacent surface parking lot. Option 2 would entail development of approximately 47 new townhomes at the site of the same office buildings involved in Option 1. This project and its EIR were approved by the City of La Habra in May 2015.

### ***150 Newport Center, MND, IS and EIR, Newport Beach, CA***

Ms. Partridge assisted with the preparation of the MND, and subsequently the Initial Study and EIR sections for the 150 Newport Center project in the City of Newport Beach. Additionally, Ms. Partridge conducted a site visit and photographed surrounding land uses. The project would involve the demolition of a car wash, convenience market, and gas station to accommodate the development of a 7-story 49 unit residential condominium building with three levels of subterranean parking. The Project Applicant withdrew the application to the City in September 2016.

### ***Planned Community Text, Southern California***

Ms. Partridge coordinated with colleagues to write a planned community text for a confidential mixed-use center in Southern California. Ms. Partridge's role with this project included conducting site visits, taking photographs, and engaging in a detailed review of building plans and permit applications to establish existing development conditions to determine the client's entitlements.

### ***Watson Industrial Park, EIR, Chino, CA***

Ms. Partridge assisted in the preparation of EIR sections for this proposed General Plan Amendment, Specific Plan Amendment, and Master Site Plan application for an approximately 190-acre industrial warehouse development project. This project proposed the development of eight industrial warehouse buildings, totaling approximately 3,700,000 square feet. The Final EIR for the project was certified in January 2016 by the City of Chino City Council.

### ***Oak Flat Towers Project, IS/MND, Orange County, CA***

Ms. Partridge co-authored an IS/MND for the development of a new radio transmitting tower facility in the Santa Ana Mountains for radio station KBRT AM 740. The new tower facility would replace the existing transmitting facility located in Los Angeles County. As an Assistant Project Manager for this project, Ms. Partridge coordinated with County staff and the Client regarding the project and assisted in research. The project was unanimously approved by the County of Orange Planning Commission in October 2011.

# Hina Gupta, MURP, LEED-AP BD+C

Senior Project Manager



## Years of Experience

12

## Years with Firm

12

## Education

- Master of Urban and Regional Planning, University of Southern California, Los Angeles, CA, 2009
- Bachelor of Architecture, Chandigarh College of Architecture, Chandigarh, India, 2007

## Professional Certification

- LEED Accredited Professional – BD+C (Leadership in Energy and Environmental Design)

## Areas of Expertise

- CEQA
- NEPA
- EIR/EIS
- IS/MND
- EA
- Land Use
- Specific Plans
- General Plans
- Socio-economics
- Aesthetics

## PROFESSIONAL SUMMARY

Ms. Gupta is an urban planner with 12 years of experience in environmental planning and regulatory permitting for a variety of projects including infrastructure, transportation, renewable energy, commercial, residential, mixed use and master planned development, and educational facilities. Her areas of expertise include: Sustainable Land use, Aesthetics and Visual Analysis, Socioeconomics and Community Impact Assessment, and Green Building Design. Ms. Gupta is a LEED Accredited Professional and has experience in identifying and evaluating green building features for use in CEQA/NEPA analysis related to greenhouse gas emissions, utilities and solid waste management. She is trained in environmental analysis for local agency development projects and has experience working with staff at various city and county departments within southern California.

## SELECT PROJECT EXPERIENCE

### *Fairfield Ranch Commons Project, City of Chino Hills, CA*

Ms. Gupta assisted in the preparation of an IS/MND and supporting greenhouse gas emissions technical study for a mixed-use development proposed on 32 acres of disturbed land in the City of Chino Hills. The applicant requested approval of General Plan Amendment to change the existing land use designation from Business Park to Very High Density Residential and zone change to RM-3 (Very High Density Residential) in order to construct a 346 unit apartment complex. Ms. Gupta assisted in drafting the project description, and IS/MND sections for Land Use, Population and Housing, Public Services and Utilities.

### *Uptown Orange Residential Project, City of Orange, CA*

Ms. Gupta worked on the preparation of an Initial Study and Mitigated Negative Declaration (MND) in compliance with the California Environmental Quality Act (CEQA) to evaluate the environmental effects of constructing and operating a mixed use residential complex in the City of Orange, CA. Ms. Gupta analyzed the effects on population and housing, utilities and service systems, public services, and recreation, and drafted various sections of the IS-MND.

### *Cameron Ranch Project, Riverside County, CA*

This proposed project involves the development of 154 single-family residential pads, park site, natural open space lots, and associated street improvements on approximately 610 acres of moderately hilly terrain in unincorporated Riverside County. Ms. Gupta assisted in evaluating potential project impacts related to Noise, Population and Housing, and Aesthetics sections of the EIR. She also prepared the executive summary and the mitigation monitoring and reporting program for the EIR.

### *Doheny Hotel Project, Dana Point, CA*

UltraSystems prepared an Environmental Impact Report (EIR) in response to plans by a private developer to construct the 5-story, 250-room Doheny Hotel on Pacific Coast Highway in Dana Point, CA, near the city's harbor. The proposed project required several entitlements, including a Coastal Development Permit, Variances for building height and setbacks, Conditional Use Permit and Site Development Permit. Ms. Gupta prepared the aesthetics section of the EIR including regulatory setting, baseline setting, analysis of impacts and mitigation measures to minimize potential impacts to visual resources in the study area.

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***San Fernando High School Teen Health Center Project, Los Angeles County, CA***

Ms. Gupta worked on the preparation of an Initial Study and Mitigated Negative Declaration (MND) in compliance with the California Environmental Quality Act (CEQA) to evaluate the environmental effects of constructing and operating a Teen Health Center within the San Fernando Valley High School Campus, San Fernando, CA.

***Glen Helen Parkway Grade Separation, San Bernardino County, CA***

Ms. Gupta worked with the Project Manager on the preparation of technical studies, compiled in accordance with Caltrans requirements to support the Preliminary Environmental Study (PES). She helped in compiling a Relocation Impact Memorandum to identify potential property relocations and the availability of replacement areas for impacted properties. She also assisted senior staff in preparing the Community Impact Assessment Study for the PES.

***Los Angeles Interoperable Communications System (LARICS) Project, Los Angeles County, CA***

The LARICS Joint Powers Authority in cooperation with the National Telecommunication and Information Administration (NTIA) is building an interoperable communications system in Los Angeles County. UltraSystems, on behalf of the Authority and NTIA, prepared a Project-level IS-MND/EA-FONSI to evaluate the environmental effects of constructing and operating this system. Ms. Gupta was responsible for preparing the Aesthetics and Visual Quality technical report of the IS-MND/EA-FONSI. Her responsibilities included coordinating with environmental team members, conducting related research for baseline conditions and aesthetic impacts. In addition, she has helped in preparing outlines and templates for the environmental document and the supporting technical reports, in accordance with the provisions of the California Environmental Quality Act (CEQA), National Environmental Policy Act (NEPA) and the Broadband Technology Opportunities Program Environmental Assessment Guidance.

***General William J. Fox Airfield Master Plan Update, Lancaster, CA***

As a member of the Parsons Brinkerhoff (PB) team, UltraSystems was responsible for preparing the Existing Conditions Report that formed the basis of the "Affected Environment" section of the environmental assessment that was part of the General William J. Fox Airfield Master Plan Update Report. Ms. Gupta prepared the Land Use section of the Existing Conditions Report. The environmental assessment was prepared in accordance with the requirements of the National Environmental Policy Act (NEPA), the California Environmental Quality Act (CEQA), and Federal Aviation Administration (FAA) Order 5050.4B.



### Years of Experience

40

### Years with Firm

11

### Education

- D.Env., Environmental Science and Engineering, University of California, Los Angeles, CA, 1978
- M.S., Systems Engineering, University of California, Los Angeles, CA, 1968
- B.S., Engineering, University of California, Los Angeles, CA, 1966

### Areas of Expertise

- |                         |                        |
|-------------------------|------------------------|
| • CEQA                  | • Noise Analysis       |
| • NEPA                  | • CAAP                 |
| • EIR/EIS               | • GHG                  |
| • IS/MND                | • Soundwalls           |
| • EA                    | • Sensitive Receptors  |
| • QA/QC                 | • Mitigation           |
| • Air Permitting        | • Compliance           |
| • Dispersion Modeling   | • Toxic Emissions      |
| • Cost-Benefit Analysis | • Database Design      |
| • Transit               | • Health & Safety Plan |
| • SCAQMD                | • Technical Editing    |
| • Economic Analysis     | • Noise Control Plan   |
| • Survey Design         |                        |
| • HRA                   |                        |

### PROFESSIONAL SUMMARY

Dr. Rogozen, who heads UltraSystems' air and noise practice, has 40 years of experience in project management, health risk assessment, air and industrial wastewater permitting, carbon footprint studies, ambient monitoring, dispersion modeling, pollution control technology assessment, economic analysis of air pollution control alternatives, air toxics emission inventory development, offsite consequence analysis, environmental database design, survey design and management, source test design and analysis, railroad noise investigations, regulatory analysis, water resources studies, and technical writing and editing.

Dr. Rogozen is responsible for consulting, technical project management, and business development. He has assisted industrial and governmental clients in complying with federal and local air quality regulations. His work has included managing air compliance audits, preparing applications for permits to construct and operate (including Title V permits), annual emissions reports, and responses to notices to comply and notices of violation. He has also conducted many health risk assessments under AB2588, Proposition 65, and SCAQMD Rule 1401. Dr. Rogozen serves as lead quality assurance officer for UltraSystems' submittals.

### SELECT PROJECT EXPERIENCE

#### *Initial Study, Mill Creek Road and Talmadge Road Residential Subdivision, Big Bear Lake, CA*

Dr. Rogozen managed the preparation of an initial study for a 26-unit residential subdivision in the City of Big Bear Lake, California. He worked with the project applicant and the City to identify mitigation measures for a potentially significant traffic impact. He also authored the technical sections on Geology/Soils, Hydrology/Water Quality, Mineral Resources, Transportation/Traffic, and Utilities and Service Systems.

#### *University Business Park Specific Plan EIR, San Marcos, CA*

Dr. Rogozen was task manager for the air and noise analyses for this residential and commercial development. Construction impacts on existing residential areas were of particular concern, since blasting and on-site rock crushing will be required. Dr. Rogozen determined the maximum amounts of rock that could be processed per day without exceeding San Diego Air Pollution Control District thresholds for significance. For the construction noise analysis, Dr. Rogozen reviewed five studies of rock crushing operations in the San Marcos area and determined a 95th-percentile sound exposure level for use in the present project. He then used the Federal Highway Administration's Roadway Construction Noise Model (RCNM) to determine the distance from existing residences at which the San Diego County construction noise limit of 75 dBA (for eight hours) would be exceeded under worst-case conditions. This analysis assumed that blasting and rock crushing would occur during an eight-hour workday, simultaneously with grading operations. Dr. Rogozen also analyzed the impacts of vibrations due to the blasting activity.

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### ***Redlands Commons/Trojan Groves Multi-Use Developments, Redlands, CA***

The City of Redlands retained UltraSystems to prepare an Environmental Impact Report (EIR) to assess a proposed project consisting of retail, office and single-family residential, and identified as the “Redlands Commons.” The proposed retail center will be comprised of 85,500 square feet; the office component will comprise 20,000 square feet, and there will be 205 single-family residential homes. The entire development will encompass 37.24 acres of land, located on the north side of San Bernardino Avenue, one-half mile east of the 210 Freeway (formerly State Route 30), west of Texas Street, and south of Pioneer Avenue in the City of Redlands. Additionally, the project will include the four vacant parcels (Trojan Groves) located directly to the west of this project site. Those properties include approximately 32 acres. Dr. Rogozen prepared the Hydrology and Water Quality section and conducted a localized significance analysis for the Air Quality section

### ***Air Quality Analysis for Proposed Procalamos Residential Development, Imperial County, CA***

As part of an air quality analysis supporting an EIR for a residential development, Dr. Rogozen estimated greenhouse gas emissions, discussed their regional significance and discussed their implications for implementation of AB 32. Dr. Rogozen also listed applicable mitigation measures to reduce GHG emissions during the project’s operational phase.

### ***Peer Review of Noise Section of Environmental Impact Report, Home Depot Facility, Fontana, CA***

Dr. Rogozen conducted an independent review of the noise impacts section of the environmental impact report for a new Home Depot facility in Fontana, CA. He obtained data on noise emissions characteristics of onsite equipment (forklifts, sweepers, truck idling, etc.) and developed noise contours near existing residential areas. He later testified on the analysis before the Fontana City Council.

### ***Orange Line Air Monitoring, Los Angeles County Metropolitan Transportation Authority, San Fernando Valley, CA***

Dr. Rogozen served as work assignment manager for this project. He managed a program of daily monitoring of ambient dust concentrations and weekly sampling for ambient arsenic and lead at the fence lines of the Orange Line busway right-of-way. He prepared daily and biweekly reports. A special study of potential residential exposures near a Metro equipment yard was also conducted. South Coast Air Quality Management District fugitive dust rules were reviewed, and recommendations were made for compliance. He also raised the construction contractor’s awareness of the regulatory requirements of this project.



#### Years of Experience

22

#### Years with Firm

4

#### Education

- M.S., Environmental Sciences, California State University, Fullerton, CA
- B.S., Biological Sciences, Kansas State University, Manhattan, KS

#### Professional Affiliations

- Association of Environmental Professionals
- Participation in Association of Environmental Professionals (AEP) workshops

#### Areas of Expertise

- CEQA
- NEPA
- Data Analysis
- Client Managing
- Project Managing

#### PROFESSIONAL SUMMARY

Ms. Fell has 22 years of experience in the preparation and management of environmental compliance documents pursuant to California Environmental Quality Act (CEQA) and National Environmental Policy Act (NEPA), providing technically accurate and legally defensible environmental documents. Ms. Fell has managed project budgets ranging from \$5,000 to \$1,500,000.

#### SELECT PROJECT EXPERIENCE

##### ***Citrus Trails Master Plan EIR, City of Loma Linda, City of Loma Linda, San Bernardino County, CA.***

Deputy Project Manager/Senior Environmental Planner. Ms. Fell assisted with the preparation of an EIR to establish an approximately 111.7 acre comprehensively designed community within the eastern portion of Special Planning Area D, one of the seven Special Planning Areas identified in the City of Loma Linda General Plan. The proposed Project would provide for the development of 581 residences, 12.9 acres of commercial and office uses, and approximately 21.8 acres of parkland, paseo, and trails.

##### ***Ball Road Basin General Plan Amendment & Zone Change EIR, Orange County Water District, City of Anaheim, Orange County, CA.***

Senior Environmental Planner. Ms. Fell assisted with the preparation of an EIR to amend the City of Anaheim's General Plan and Zoning Map to allow the eventual commercial development of the Ball Road Basin.

##### ***Villa Ford Enhancement Project IS/MND, City of Orange, Orange County, CA.***

Senior Environmental Planner. Ms. Fell conducted the Quality Assurance/Quality Control (QA/QC) review of an IS/MND for the Villa Ford Enhancement Project which involves removing two existing service buildings and replacing them with a single three-story parking and inventory/service building, and expanding the existing showroom on an approximately 7.59-acre project site.

##### ***Indian Wells Tennis Garden Expansion, EIR Addendum, City of Indian Wells, Indian Wells, Riverside County, CA.***

Senior Environmental Planner. Ms. Fell conducted the Quality Assurance/Quality Control (QA/QC) review of an Environmental Impact Report (EIR) Addendum for the expansion of the existing Tennis Garden facility onto the remaining approximately 30 acres of vacant land immediately east of the existing facility, including various upgrades to the existing Tennis Garden complex.

##### ***Travertine Point, County of Imperial, Imperial and Riverside Counties, CA.***

Senior Environmental Planner. Ms. Fell assisted with the peer review of the Certified EIR for the Travertine Point Specific Plan and preparation of a Summary of Findings and Recommendations Report for the County of Imperial based on the peer review.

##### ***8526 Ayres Hotel Orange, CEQA Services, Ayres Hotels, Orange, Orange County, CA. Senior***

Environmental Planner. Ms. Fell conducted the Quality Assurance/Quality Control (QA/QC) review of the IS/MND for a new hotel project, and assisted with responds to comments from multiple agencies regarding the project.

##### ***Peer Review, Highland Fairview Environmental Impact Report (EIR), City of Moreno Valley, Moreno Valley, Riverside County, CA.***

Senior Environmental Planner. Ms. Fell contributed to the peer review of environmental documents associated with four buildable parcels, an additional parcel adjustment to Highway 60 for dedication purposes, and a total

warehouse and commercial build-out of 2,620,000 square feet. The project site included just over 182 gross acres, or 147.5 net acres of land.

***Building 16, KAL Architects, Santa Ana, Orange County, CA.***

Project Manager. Ms. Fell prepared an Initial Study/Mitigated Negative Declaration (IS/MND) for the Civic Center Building 16 Demolition Project for the County of Orange. The project involved the demolition of Building 16, located in the Civic Center at 601 North Ross Street in Santa Ana. Challenges included potential historic resources and hazardous building materials. She coordinated and peer-reviewed a historic resources assessment and hazardous materials report for the project.

***EIR, New Medical Tower, Cedars-Sinai Medical Center, Los Angeles, Los Angeles County, CA.***

Environmental Planner. Ms. Fell assisted with the preparation of the Environmental Impact Report (EIR) and prepared the aesthetics/visual resources section. The project involved the proposed construction of a new 11-story inpatient medical support facility on the Cedars-Sinai Medical Center campus in the Wilshire community of the City of Los Angeles.

***Centennial Specific Plan, Centennial Founders, LLC, Antelope Valley, Los Angeles County, CA.***

Senior Environmental Planner. Ms. Fell assisted with preparation of the Environmental Impact Report (EIR) and produced the aesthetics/visual resources, public services, and utilities sections. The project involved a master planned “new town” community involving over 11,000 acres.

***EIR, NorthLake Specific Plan, SunCal, Castaic, Los Angeles County, CA.***

Senior Environmental Planner. Ms. Fell assisted with preparation of the Environmental Impact Report (EIR) and generated the aesthetics/visual resources, public services, and utilities sections. The project involved a proposed development of 669 acres of mixed uses.

***EIR, Staples Center, City of Los Angeles, Los Angeles, Los Angeles County, CA.***

Environmental Planner. Ms. Fell assisted with preparation of the EIR and prepared the aesthetics/visual resources, public services, socioeconomics, and utilities sections of the technical study. The proposed development consisted of a multi-use entertainment district within the South Park area of downtown Los Angeles. The proposed project included approximately 4.0 million square feet of hotel, entertainment/retail/restaurants, office uses, health club/clinic, and residential uses.

***6216 60785 Villa Park Subdivision EIR, City of Villa Park, Villa Park, Orange County, CA.***

Project Manager. Ms. Fell managed and prepared the EIR. This project involved the subdivision of a 10.7-acre parcel in the City of Villa Park into 15 individual residential parcels.



### **Years of Experience**

35

### **Years with Firm**

16

### **Education**

- Hydrogeologic Studies under National Science Foundation Traineeship, Spears and Belford Fellowships, University of Wyoming, 1977
- M.S., Geology, University of New Hampshire, 1975
- B.S., Geology (Cum Laude), Long Island University-Southampton College, 1973

### **Professional Registrations**

- Professional Geologist (PG #4388), CA
- Certified Engineering Geologist (CEG #1378), CA
- Certified Hydrogeologist (CHG #107), CA
- Qualified SWPPP Practitioner/Developer (QSP/QSD #No. 23577)
- OSHA HAZWOPER 40-Hour Training (29 CFR 1910.120)

### **Areas of Expertise**

- CEQA
- NEPA
- CERCLA
- RCRA
- ISA
- Phase I&II
- PEA
- Geohazards

## **PROFESSIONAL SUMMARY**

Mr. Herlihy has more than 35 years of experience with senior-level qualifications to manage comprehensive environmental projects in accordance with the California Environmental Quality Act (CEQA), National Environmental Policy Act (NEPA), Comprehensive Environmental Response, Compensation and Liability Act (CERCLA), Resource Conservation and Recovery Act (RCRA) and applicable regulations for development, modernization, brownfield, and railway, freeway and bridge right-of-way projects. He has prepared numerous CEQA/NEPA documents, Initial Site Assessments (ISA), Preliminary Endangerment Assessments (PEA), Phase I Environmental Site Assessments (ESA), Phase II ESAs, and Remedial Actions (Phase III) required by the federal Environmental Protection Agency (EPA), California Department of Transportation (Caltrans), California Regional Water Quality Control Boards (RWQCB), California Department of Toxic Substances Control (DTSC), and other regulatory agencies. Mr. Herlihy completed Geohazard Analyses for facilities within Alquist-Priolo Earthquake Fault Zones; provided oversight for asbestos containing material (ACM), lead-based paint (LBP) and polychlorinated biphenyl (PCB) pre-demolition surveys; and acted as regulatory affairs liaison for numerous corporations. He has been selected as a Subject Matter Expert (SME) by the California Board of Registration for Geologists and Geophysicists to develop qualifications for the practice of hydrogeology in California.

## **SELECT PROJECT EXPERIENCE**

### ***Phase I Environmental Site Assessment, Ohr Eliyahu Academy, Baldwin Hills, CA***

Mr. Herlihy conducted a Phase I Environmental Site Assessment (ESA) for the 5.05 acre Ohr Eliyahu Academy at 5950 Stoneview Drive, Culver City, California in conformance with industry-accepted practices, American Society of Testing Materials (ASTM) Designation E1527-05, and the EPA All Appropriate Inquiry (AAI) Rule (40 CFR 312) to identify recognized environmental conditions (REC) for the subject property. The school structure was constructed in 1956. The subject property occurs within an Alquist-Priolo Hazard Zone, and the Inglewood oil field which was highly active from at least 1928 through 1947. Solid waste debris was observed in a small pile within the northwest corner of the subject property. An underground "High Pressure Gas" pipeline transverses the property from north to south. An asbestos survey, lead-based paint survey, debris removal, and soil sampling for oil field wastes were recommended.

### ***Phase I Environmental Site Assessment, 1514-1516 Orange Street & 1513-1515 Chestnut Streets (APN# 5343-002-012, 13, 17, 18) Alhambra, CA 91803***

Mr. Herlihy conducted a Phase I Environmental Site Assessment (ESA) on behalf of the Alhambra Unified School District (AUSD) for an approximately 0.7-acre industrial parcel in Alhambra, CA in conformance with industry-

accepted practices, American Society of Testing Materials (ASTM) Designation E1527-05, and the EPA All Appropriate Inquiry (AAI) Rule (40 CFR 312). The subject property is within the western portion of the 170 square-mile San Gabriel Valley (SGV), and was used to store used cars, granite, other rock and tile slabs. Several industrial properties northwest (upgradient) of and adjoining the subject property had reported releases of volatile organic compounds (VOCs) that potentially impact groundwater. Groundwater impacted with VOCs beneath these

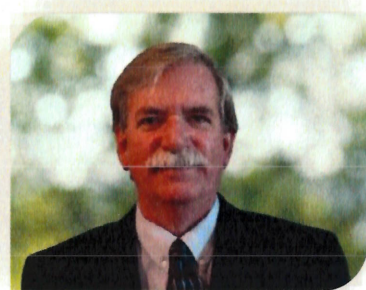
industrial facilities potentially migrates beneath the subject property. No releases of hazardous materials or waste were reported within the subject property. Recognized environmental conditions within the subject property included older fluorescent fixtures that may contain polychlorinated biphenyl (PCB), two small structures that may contain asbestos containing materials (ACMs) and lead based paint (LBP). ACM and LBP surveys were recommended.

***Phase I Environmental Site Assessment (ESA) Santa Ana River Floodplain, Riverside, CA***

Mr. Herlihy conducted a Phase I ESA for approximately 250 acres of proposed property development southwest in the section of I-60 and the Santa Ana River in Riverside to identify: 1) the likely presence of hazardous substances or petroleum products, 2) conditions that indicate a release, or a material threat of a release, of hazardous substances or petroleum products into the subsurface or surface water, and 3) issues that may have an environmental impact on the subject property. Based on the findings the Phase I ESA, the subject property consisted of: 1) Emerald Meadows Ranch, a horse training facility, within the floodplain, 2) industrial properties including a Chevron Service Station at 3070 Rubidoux Blvd. and A&A Equipment Rental Co. at 5030 30th St. along the north boundary, and 3) homes throughout the remainder of the property. The Emerald Meadows Ranch used local groundwater produced from two wells at the facility.

***Focused Phase I Environmental Site Assessment, Whiteman Airport, Los Angeles County, Pacoima, CA 91331***

Mr. Herlihy completed a focused Phase I Environmental Site Assessment (ESA) on behalf of the Los Angeles Department of Public Works (LADPW) for specific areas within approximately 187 acres at the Whiteman Airport in Pacoima, Los Angeles County, California (subject property) in conformance with industry-accepted practices, American Society of Testing Materials (ASTM) Designation E1527-05, and the EPA All Appropriate Inquiry (AAI) Rule (40 CFR 312. Areas of potential concern included (1) the north boundary of the North Hollywood Operable Unit (Superfund site) that extended beneath the southeast corner of the subject property, (2) transformers, capacitors, or switchgear, which potentially contained polychlorinated biphenyls (PCBs) on the north side of Airpark Way, (3) Lead-based paint (LBP) and asbestos-containing materials (ACMs) that were likely associated with structures to be demolished, and (4) household paints, petroleum products, and hazardous materials and wastes potentially stored in Northeast County T-Hangers. A final report was prepared and accepted.



#### **Years of Experience**

35

#### **Years with Firm**

9

#### **Education**

- M.A., Anthropology, California State University, Fullerton, CA, 2002
- B.A., Anthropology, California State University, Long Beach, CA, 1979

#### **Professional Registrations**

- Register of Professional Archaeologists (No. 16104)
- Riverside County, CA, Cultural Resource Consultant (No. 259)
- Cultural Resource Field Director, BLM, Permit (CA-15-10) CA, 2015
- Contractor Safety Orientation, Burlington Northern and Santa Fe Railroad 2014, BNSF-US-CA-0814-02153

#### **Professional Affiliations**

- Orange County Natural History Museum; Board Member
- Pacific Coast Archaeological Society; Past President
- Society of CA Archaeology

#### **Areas of Expertise**

- CEQA
- NEPA
- Phase I/II
- Federal

#### **PROFESSIONAL SUMMARY**

Mr. O'Neil has over 35 years of experience as a cultural resource specialist in California. He has researched and written on archaeology, ethnography, and history throughout California. Mr. O'Neil has archaeological experience in excavation, survey, monitoring, and lab work. Most of this has been on Native American prehistoric sites, but also includes Spanish, Mexican, and American period adobe sites. His project management experience includes private, municipal, county, state and federal survey, excavation and monitoring projects. He has range of expertise in Phase I & II Cultural Resource Inventories, and archaeological, historical and paleontological survey assessments, and cultural background studies for various EIR projects. Mr. O'Neil has worked for cultural resource management firms as well as government agencies and Native American entities. He has prepared technical reports as well as published journal articles.

#### **SELECT PROJECT EXPERIENCE**

##### ***Cameron Ranch Residential Development Project, Riverside County, CA***

Mr. O'Neil is the director of cultural resources studies for the Cameron Ranch Residential Development Project located in the northern foothills of the San Jacinto Mountains, above the City of Banning. He directed UltraSystems' archaeologists on the cultural resources field survey. He conducted the CHRIS records search and Native American outreach, and prepared the subsequent Phase I technical report. He coordinated the paleontological field survey and subsequent technical report. Client: Kojima Development Corporation.

##### ***Identification and Evaluation of Historic Properties, ADA Wheelchair Access Ramp Improvement Project, City of Lake Forest, Orange County***

Mr. O'Neil directed and conducted archaeological field survey, cultural resource records search, Native American contacts and report writing for this project. This residential area required wheelchair access ramps on every corner in in the neighborhood. An assessment of possible cultural resources that may be affected by the construction was made for the City of Lake Forest. Mr. O'Neil directed research into historic and prehistoric background, and prepared the final assessment of potential impacts.

##### ***Cultural Resources Survey, Ortega Highway Residential Project, Orange County, CA***

On behalf of the U.S. Forest Service, Mr. O'Neil served as Crew Chief of Survey for prehistoric, historic and paleontological; material on private and public lands, conducted interviews, prepared subsequent report. The project entailed plans for a housing development in the Santa Ana Mountains on private land within the Cleveland National Forest and a proposed swap of private and federal forest lands. A Phase I cultural resources survey was conducted on both the private and Forest Service lands potentially included in the swap.

##### ***Inglewood Corridor Widening Project, City of Lawndale, Los Angeles County, CA***

Mr. O'Neil directed and conducted an archaeological field survey, cultural resource records search, Native American contacts and report writing for this project. The City of Lawndale is widening Inglewood Avenue from

Marine Avenue north. A portion of the project uses Caltrans funds and the cultural resources report was prepared in Caltrans format. A separate historic property survey report was prepared as well.

***Cultural Resource Evaluation, Union Station, City of Los Angeles, Los Angeles County, CA***

UltraSystems was contacted by Berg & Associates regarding the Metrolink Reconstruction Project at Los Angeles Union Station to provide evaluation of faunal material discovery in a tunnel trench at the project site. The project involved the building of a new passenger platform, three loading tracks, and connecting platform access tunnel to the main passenger tunnel of Union Station. The project increased the length of the passenger access tunnel to be brought up to American Disabilities Act regulation. The faunal bone was located at 130 cm below the current railroad track and determined to be the metatarsal of a young domesticated cow. A site survey was conducted to determine the presence of other historic cultural resources after the initial faunal finding. Further excavation of the site found no more faunal bones or any other archeological artifacts. A final technical report was prepared documenting monitoring and an analysis of findings.

***NEPA/CEQA Documentation, Los Angeles Regional Interoperable Communications System/Long Term Evolution, Los Angeles County, CA***

UltraSystems' team prepared technical studies and NEPA and CEQA documentation toward the construction of LA-RICS/LTE, an \$800-million emergency communications system that will provide a highly coordinated emergency communications system to all first-responders to natural and man-made disasters throughout Los Angeles County. Mr. O'Neil was the cultural and historical resources studies team leader, directing 13 archaeologists, architectural historians, paleontologists and technical writers. These studies include coordination of field visits to more than 260 locations for archaeologists and architectural historians with agency escorts to observe and record any on-site prehistoric and historic features, performing records and literature searches at information centers and local archives, contacting local agencies for historically listed structures and districts, coordinate public notices of the project throughout Los Angeles County, consultation with the Native American Heritage Commission and local tribal organizations, and direct consultation with the California State Historic Preservation Officer (SHPO). This information was compiled by Mr. O'Neil and used to prepare FCC 620/621 historical resource forms which were submitted to the SHPO for review.



#### **Years of Experience**

17

#### **Years with Firm**

2.5

#### **Education**

- B.A., Botany and Environmental Science, University of Montana, Missoula, MT, 2000

#### **Professional Affiliations**

- CRAM Instructor (2017).
- Certified *Caulerpa taxifolia* Surveyor, NMFS (2013/2014).
- Western Pond Turtle Workshop, Elkhorn Slough Coastal Training (2012).
- Sea and Sage Audubon Society, Advanced Bird Identification Courses (2012).
- CDFW Flat-tailed Horned Lizard Training (2012).
- UC Davis Extension –Training for California Rapid Assessment Method (CRAM) Training for Wetlands: Riverine Module (2012).
- Scientific Collection Permit, CDFW.
- Wetland Regional Seminar and Field Practicum Training, Wetland Training Institute, Certificate (2011).
- The Desert Tortoise Council, Introduction to Surveying, Monitoring & Handling Techniques Workshop (2011).
- 24-hour HazComm Hazardous Materials Training (2004).

#### **PROFESSIONAL SUMMARY**

Ms. Tollett has 17 years of experience as a field and consulting biologist working with private companies and public agencies throughout California and the Rocky Mountains. She is the chief Sr. Biologist and Project Manager at UltraSystems Environmental in Irvine, California. Her responsibilities include managing the Biological Resources Team; supervising and mentoring staff biologists; delegating work assignments; approving timesheets, expense reports, and overtime requests; overseeing projects from start to finish or managing aspects of projects, managing budgets and project schedules; interacting with client and resource agency representatives; coordinating biological studies and assisting in managing biologists on project sites; coordinating with resource agencies and clients to develop mitigation site design; coordinating with landscape design and maintenance contractors on mitigation sites; preparing and conducting environmental awareness training.

Ms. Tollett is familiar with the regulatory framework to prepare defensible biological resources technical reports and environmental documents including biological constraints surveys, reconnaissance-level field surveys, wetland delineations, CRAM assessments, focused special-status species surveys, and habitat mitigation and monitoring services.

Ms. Tollett's industry experience includes oil and gas transmission lines, energy transmission lines, wind and solar renewable energy, private development, transportation, flood control, military base, mineral mining, and conservation-oriented projects.

Prior to her biological consulting experience, she worked in the Channel Islands National Park as a naturalist. Ms. Tollett continues to volunteer with non-profit groups to educate local community members through citizen-based science and serves as a high school science fair judge each year for the Newport Bay Conservancy.

#### **SELECT PROJECT EXPERIENCE**

##### ***Stevenson Ranch Development, Santa Clarita, California***

Ms. Tollett served as an avian biologist for nesting bird surveys throughout the Stevenson Ranch Development, in Santa Clarita, California. She conducted nesting bird surveys within the newly constructed golf course and oak woodland preserve, which served as mitigation for the development. Ms. Tollett was present for all trail building efforts in the oak woodland preserve, which required monitoring of several active nests to ensure compliance with the California Fish and Game Code and the Migratory Bird Species Act. All nests successfully fledged during trail development phase of the project.

##### ***Huntington Beach Bridge Preventive Maintenance Project, Orange County, CA***

Ms. Tollett was the biological resources supervisor for three bridge repair and maintenance projects for the City of Huntington Beach within three ecological preserves consisting of coastal salt marsh, coastal sage scrub habitats, and eelgrass beds within tidal waters. She led the preparation of the Preliminary Environmental Study (PES), Natural Environment Study (NES), Essential Fish Habitat Assessment (EFH Assessment), Wetland Delineation, Initial

Study/Mitigated Negative Declaration (IS/MND), Coastal Development Permit (CDP), USFWS Section 7 Consultation, CDFW 2081 Consultation, and Caulerpa /Elgrass Surveys. Regulatory permitting included issuance of a Section 404 Dredge and Fill permit, Section 401 Water Quality Certification, Rivers and Harbors Act Sections 9 and 10 authorizations, Section 1602 Lake and Streambed Alteration Agreement, Coastal Development Permit, and USFWS Section 7 Concurrence, and CESA 2081 Consistency Analysis within habitats known to support listed species, such as the Belding's savannah sparrow (*Passerculus sandwichensis beldingi*), coastal California gnatcatcher (*Poliophtila californica*) and Least Tern (*Sternula antillarum*). Ms. Tollett was also lead liaison between the client and resource agencies and advised on avoidance and minimization measures for potential impacts to Primary Constituent Elements within designated critical habitat for the western snowy plover (*Charadrius nivosus nivosus*).

### ***Foothill Boulevard over San Gabriel River Bridge Seismic Retrofit Project***

Ms. Tollett supervised a rotating team of three biologists and two USFWS authorized biologists for pre-construction surveys and construction monitoring for coastal California gnatcatcher (*Poliophtila californica californica*), least Bell's vireo (*Vireo bellii pusillus*), and special-status bat species for this bridge seismic retrofit project. Avoidance and minimization measures were implemented throughout all phases of the project with specific focus on the occupied coastal California gnatcatcher habitat and the bridge soffit containing 3 species of bats including Yuma myotis (*Myotis yumanensis*), Mexican free-tailed bat (*Tadarida brasiliensis*) and big brown bat (*Eptesicus fuscus*).

### ***Sunshine Canyon Landfill Project, Los Angeles, CA***

Ms. Tollett assisted with restoration and mitigation planning for the Sunshine Landfill restoration monitoring and mitigation compliance. She provided technical peer review of current restoration methods in relation to existing soils and invasive plant species to determine future recommended actions at the landfill. Ms. Tollett participated in the creation of a recommended seed mix for short-term and long-term erosion control requirements.

### ***Los Angeles County Sheriff's Department Emergency Vehicle Operation Center (EVOC) and Role-Play Training Facility, Pitchess Detention Center, Castaic, Los Angeles County, CA***

Ms. Tollett supervised field studies for preparation of several technical reports including a biological resources evaluation, jurisdictional delineation, focused burrowing owl surveys (breeding and non-breeding season), and rare plant survey. The technical studies were prepared to support the findings within the subsequent Initial Study/Mitigated Negative Declaration for an Emergency Vehicle Operating Center for the Los Angeles County Sheriff's driver training track, skid pad, motorcycle training area, and a role play training center for emergency vehicles.

### ***Soledad Canyon Road Slope Restoration/Protection Project, Los Angeles County, CA***

Ms. Tollett supervised the biological monitoring of sensitive biological resources associated with the emergency repair of a road slope failure along Soledad Canyon Road to ensure that construction impacts did not exceed the approved limits of vegetation trimming and earth grading.

### ***East Avenue O Bike Path Project, Los Angeles County, CA***

Ms. Tollett directed the biological surveys for this County of Los Angeles Department of Public Works (LACDPW) bike path project. She prepared a Natural Environment Study (NES) in accordance with California Department of Transportation (Caltrans) guidelines to describe the existing biological environment and how the project alternatives may affect the environment.

### ***Elizabeth Lake Road Rehabilitation Project, Los Angeles County, CA***

Ms. Tollett directed the biological surveys for this LACDPW road improvement project located on Los Angeles County land. She prepared a biological resources evaluation and jurisdictional delineation report.

### ***Foothill Ranch Commons, San Bernardino County, CA***

Ms. Tollett supervised a wetland delineation and subsequent regulatory permitting (404, 401, 1602) to facilitate creation of three acres of storm water detention basins and installation of a 60-inch reinforced concrete pipe storm drain outfall within Los Serranos Lake Channel, in the City of Chino Hills, California. A basin maintenance plan was created for this project to satisfy requests made by CDFW.



#### Years of Experience

8

#### Years with Firm

8

#### Education

- M.S. Geographic Information Science, California State University, Long Beach, 2015
- B.A., Geography (Environmental Science), University of Nebraska-Lincoln, 2011

#### Relevant Coursework

- GIS Development
- GIS Data & Databases
- Cartographic Visualization
- Map & Air Photo Interpretation
- Physical Geography

#### Professional Certificates

- Certificate of Proficiency in GIS, California State University-Fullerton, April 2013

#### Areas of Expertise

- |              |                    |
|--------------|--------------------|
| • CEQA       | • Environment      |
| • NEPA       | • Compliance       |
| • GIS        | • Geodatabase      |
| • GPS        | • Spatial Analysis |
| • 3D Mapping | • Remote Sensing   |

#### PROFESSIONAL SUMMARY

Mr. Schaffer prepares maps using GIS in coordination with in-house projects from various disciplines. He also provides assistance in overall project support, environmental document control, and compliance management. His responsibilities include data collection and research, map production, spatial analysis, and document organization.

#### SELECT PROJECT EXPERIENCE

##### ***Los Angeles Regional Interoperable Communications System (LA-RICS), Los Angeles County, CA***

Mr. Schaffer assisted in a variety of GIS and compliance-related tasks. These tasks included; creating and maintaining a geo-database for the project, spatial analyses for in-house disciplines, assessments in environmental compliance, and database management. The proposed project will create a regional emergency response network for the County of Los Angeles with more than 232 proposed sites.

##### ***Cameron Ranch Project, 154-Units/Single Family Residential Development, Carmichael, CA***

While coordinating with biologists and planners, Mr. Schaffer used GIS to digitize vegetation and wetlands data based on biological field survey data. He also used GIS to portray existing land use, zoning, as well as using GPS coordinates to portray existing photographs to be included in the EIR.

##### ***Pine Canyon Road Project, Department of Public Works, County of Los Angeles, CA***

As a GIS Technician, Mr. Schaffer helped prepare precision GPS equipment and data for Biological field surveys. After data collection, Mr. Schaffer helped process/analyze the GPS data received in conjunction with digitizing the vegetation and wetland data for survey and report maps of the 10-mile roadway.

##### ***Judicial Assistance Grant Communication Projects IS-MND/EA, County of Los Angeles, CA***

While working in coordination with planners and analysts at UltraSystems, Mr. Schaffer has been obtaining data and information for use in documentation preparation and GIS mapping. The project includes replacements and upgrades for communication towers/sites for Los Angeles City and County emergency responders.

##### ***West of Devers Upgrade Project, San Bernardino & Riverside Counties***

The Project consisted of removing and replacing approximately 48 corridor miles of existing 220 kV transmission lines with new double-circuit 220 kV transmission lines. Mr. Schaffer assisted in project design changes, environmental impacts, and public outreach. As the lead GIS Analyst, his main responsibilities included: environmental impact analysis, project design implementation, database maintenance, and survey mapping.

##### ***Eagle Mountain-Blythe Remediation Project, Riverside County***

As a GIS Analyst leading the project, Mr. Schaffer assisted with biological surveys and mapping, biological impact analyses, and database management. The project will be performed to replace 76 existing 161 kV structures, in

addition to upgrading 336 conductors across all four transmission line corridor segments.

### ***Imperial Solar Energy Center West, Imperial County, CA***

The Imperial Solar Energy Center West (ISECW) project that involved the construction of almost 1,130 acres of PV Solar arrays, and approximately 5.6-mile-long, 230-kilovolt, electrical Transmission Interconnection Line on federal and private lands in Imperial County. Mr. Schaffer is responsible for map creation, managing environmental compliance, and document organization/control.

### ***Imperial Solar Energy Center South, Imperial County, CA***

Mr. Schaffer was part of the UltraSystems team providing assistance in project support, compliance, and document control for the Imperial Solar Energy Center South, a solar project in the county of Imperial. The project created a new 943-acre photovoltaic solar field, converting direct sunlight into electricity. Mr. Schaffer also provided maps for the project, in coordination with other in-house disciplines and maintained a compliance database, used to track and verify compliance conditions.

### ***Imperial Solar Energy Center South Transmission Line Dismantling, Imperial County, CA***

The project involved the removal of part of a 6.4 mile-long, 230-kV electrical transmission E-W Line connecting the Imperial Solar Energy Center South Facility. The line was located on private and federal BLM-managed lands and was dismantled by SDG&E. Mr. Schaffer maintained an in-house compliance database throughout the dismantling process and assisted in document management and control.

### ***Stoneview Nature Center, Culver City, CA***

Mr. Schaffer prepared various maps for the Stoneview Nature Center Project, developed by the LA County Department of Public Works. The project included the preparation of an Initial Study/Mitigated Negative Declaration for the five-acre project site.

### ***Uptown Orange IS-MND, Orange, CA***

Mr. Schaffer was responsible for creating project location, zoning, and land use maps which were used in the projects' IS-MND. The project includes the construction of 334 multi-family apartment units on a 5.57-acre site in the City of Orange, California.

### ***San Clemente Columbo Storm Drain, IS-MND, San Clemente, CA***

Mr. Schaffer created various maps for the biological and cultural resources departments, which were included in the projects IS-MND. The project included a 175 extension of an existing storm drain in the City of San Clemente, California.

### ***Doheny Hotel EIR, Dana Point, CA***

Mr. Schaffer created and assisted in providing GIS mapping products for the project. These products including land use, zoning, and other aerial maps, which were used in their respective sections within the Environmental Impact Report.

# **ATTACHMENT #2**

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

This Agreement ("Agreement") is entered into as of July 16, 2019, by and between the City of Bradbury, California, a General Law city and municipal corporation ("City"), and Nevis Capital, LLC ("Developer"), who agree as follows:

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

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

B. Developer originally filed applications to develop the Property with a residential development consisting of ten (10) residential properties; the applications included a Specific Plan, Zoning Code Amendment, Zone Change and tract map to divide the three existing parcels into fifteen lots. Additionally, environmental review will have to be conducted under the California Environmental Quality Act ("CEQA") and an Environmental Impact Report ("EIR") will have to be prepared and reviewed.

C. On July 17<sup>th</sup>, 2018, the Parties hereto entered into an agreement for preliminary review of the Project and an Initial Consultation for the project and deposited \$15,000 for such services. There is currently a balance of \$6,793 from that initial deposit.

D. Developer subsequently submitted revised applications to develop the Property consisting of the same entitlements as above, but for a total of fourteen (14) residential lots and eleven (11) additional non-residential lots; Developer may also request a Development Agreement (collectively the "Project").

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

F. City has entered into agreements with UltraSystems Environmental, Inc. as the environmental consultant and Michael Baker International (MBI) as planning consultant to assist with the Project.

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

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

2. Agreement to Pay for Services.

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

3. Environmental Consultant Costs.

A. City has determined that it is in the best interests to engage UltraSystems Environmental, Inc. as the Environmental Consultant for this Project. A copy of UltraSystems' proposal is attached hereto as Exhibit A.

B. The proposal for the Environmental Impact Report is \$125,400 for all Tasks, including Professional Fees and Direct Costs. Developer understands that during the course of UltraSystems' work, the scope of work may need to be expanded beyond that which is contemplated by the proposal. In such case, Developer will enter into a written Amendment for such services in accordance with this Agreement. Developer currently has a credit of \$6,793 from the money deposited

C. Within ten (10) Business Days of execution and delivery of this Agreement by all parties, Developer agrees to deposit the amount of \$56,310, to provide initial funding (along with the \$6,793 remaining from the Initial Deposit) for the Environmental Consulting Services to be provided by UltraSystems through Task 5.0 of their Proposal. This amount shall be applied solely to pay invoices received from UltraSystems for its Environmental Services.

D. After completion of Tasks 1 through 5, Developer shall be required to deposit an additional \$69,090 within ten (10) working days.

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

4. Other Contract Services.

A. The City's contract City Attorney firm, contract planner, contract landscape architect and contract engineer will provide Services in connection with this Project, on an hourly basis. The City's contract City Attorney firm's hourly billing rate for reimbursable services is three hundred twenty-five dollars (\$325.00) per hour for any work completed prior to July 1, 2020 and may increase by no more than five percent (5%) per year effective July 1<sup>st</sup> of each year beginning July 1, 2020. The contract City planner's hourly

rate is One Hundred Sixty Five Dollars (\$165.00), the landscape architect's rate is One Hundred Twenty Dollars (\$120.00) and the contract engineer's hourly rate is One Hundred Forty-Seven Dollars (\$147.00) per hour. The rates for the planning services to be provided by MBI are One Hundred Sixty Dollars (\$160) per hour for the Land Use Entitlement Manager and Ninety-Five Dollars (\$95) per hour for land use entitlement technical support staff.

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

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

D. It is understood and agreed that any and all work performed by the City Attorney firm, contract planner, contract landscape architect and the contract engineer on the Project prior to execution and delivery of this Agreement by all parties, will be subject to reimbursement pursuant to this Agreement upon execution and delivery of this Agreement by all parties.

#### 5. Deposits.

A. Developer understands that no work will take place on this project until such deposits are made.

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

C. Should any deposit not be replenished in the time and amount specified as set forth in Section 5.B, City may direct that all Services to be paid from the deposit applicable to such Services be halted until such time as such applicable deposit is replenished. Developer shall be responsible for all costs incurred as a result of any suspension of work.

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

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

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

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

7. No Guarantee of Approval. Developer acknowledges that its payments and deposits described herein do not mean that the City will approve the Project or that City staff will make a recommendation in favor of the Project. The City retains the right to consider all feasible mitigation measures and alternatives, including the "no project" alternative, and the right to deny the project. Even if the Project is not approved, Developer shall remain liable for all costs for Services actually provided concerning the Project.

8. Independence of Consultants.

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

B. Developer hereby acknowledges and agrees as follows:

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

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

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

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

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

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

D. City and Developer hereby acknowledge and agree that Developer's duty to reimburse City is not contingent upon the approval or disapproval of the proposed Project, or upon the result of any action of the City. Entering into this Reimbursement Agreement is no indication that the City will approve the Project.

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

10. Developer Default.

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

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

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

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

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

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

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

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

14. Notices. Except as otherwise expressly provided by law, all notices or other communications required or permitted by this Agreement or by law to be served on or given to either party to this Agreement by the other party shall be in writing and will be deemed received on: (i) the day of delivery if delivered by hand, e-mail (with confirmation

of receiving party) and fax (both email and fax required for notices delivered by email or fax), or overnight courier service, during regular business hours; or (ii) on the third business day following deposit, with postage prepaid, in the United States Postal Service and addressed to the contracting parties if sent by United States Mail. Name, address, telephone numbers, and e-mail addresses of the Parties for notice are as follows:

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

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

Developer: Jeff Lee  
Nevis Capital, LLC  
335 N. Berry St.  
Phone: (714) 990 – 5677  
E-mail: [jeff@nevishomes.com](mailto:jeff@nevishomes.com)

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

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

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

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

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

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

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

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

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

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

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

**CITY OF BRADBURY**

By: \_\_\_\_\_  
Richard T. Hale, Jr.  
Mayor

**DEVELOPER**

By: \_\_\_\_\_  
Jeff Lee  
Owner

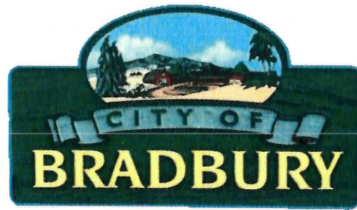
**ATTEST:**

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

**APPROVED AS TO FORM:**

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

# **ATTACHMENT #3**



# **REQUEST FOR PROPOSAL**

**April 25, 2019**

## **Environmental Consulting Services Chadwick Ranch Estates Project**

**Tentative Tract Map and Specific Plan  
for 14 Residential lots on 111 acres**

### **SUBMITTALS:**

One (1) electronic copy of the proposal must be received by the  
City of Bradbury City Planner no later than  
**12:00 p.m. (noon) on Friday, May 24, 2019**

### **CONTACT PERSON:**

Jim Kasama, City Planner  
City of Bradbury  
600 Winston Avenue  
Bradbury, CA 91008  
(626) 358-3218

[jkasama@cityofbradbury.org](mailto:jkasama@cityofbradbury.org)



# Request for Proposal for Environmental Consulting Services

## Project Location

The property is located within the incorporated City of Bradbury, a political subdivision of the State of California, and within the Bradbury Community Services District (CSD). The CSD is a special district approved and formed by the Los Angeles County Board of Supervisors with authority to provide the following services:

1. Acquire, construct, improve, maintain, and operate street lighting and landscaping on public property, public rights-of-way, and public easements (Government Code Section 61100(g)).
2. Provide security services, including, but not limited to, burglar and fire alarm services, to protect life and property (Government Code Section 61100(j)).
3. Acquire, construct, improve, and maintain streets, roads, rights-of-way, bridges, culverts, drains, curbs, gutters, sidewalks, and incidental work (Government Code Section 61100(l)).

The property is currently zoned as "Agriculture/Estate Residential," A-5 (SP), allowing for 5-acre minimum single-family lots with the adoption of a Specific Plan. The property is approximately 111-acres and located between the Bradbury Debris Basin and Spinks Debris Basin, see attached Site Location Map. The Assessor Parcel Numbers (APN) for the site are 8527-005-001, 8527-005-004, and 8527-001-010.

The applicant of the Chadwick Ranch Estates project is Nevis Homes, and the City of Bradbury is acting as the Lead Agency. As the lead agency, it has determined that an Environmental Impact Report (EIR) should be prepared for the proposed Chadwick Ranch Estates project. The EIR will be prepared in accordance with the California Environmental Quality Act (CEQA) to evaluate the potential environmental impacts associated with the implementation of the Chadwick Ranch Estates, anticipated to occur over the next 5 years; development will be driven by market forces and demand for new residential units and additional non-residential uses.

## Description

The Chadwick Ranch Estates Project will create 14 estate residential parcels with trails and 11 additional non-residential lots. Development will include installation of a water tank, a booster station, debris and water quality basins. The residential estates would allow a primary home and a guest house, other ancillary structures including but not limited to garages and stables. For analysis purposes, the allowable buildable areas will range from a minimum of 11,000 square feet to a maximum of 31,000 square feet. The undisturbed open space will be dedicated to a conservancy to be named, and will ensure that 51% of the site remains undisturbed in perpetuity. All common areas

within the project and areas that require ongoing maintenance will be maintained through a Homeowner's Association. Refer to **Table 1** for a statistical breakdown of Land Uses.

**Table 1 – Chadwick Ranch Estates Project Area Land Uses**

Parcel	Land Use	Lot Area	Pad Area	Developable Area	Slope	Total Area
1	Residential Estate	24,974 sf	21,537 sf	11,363 sf	3,437 sf	0.6 ac
2	Residential Estate	33,336 sf	27,297 sf	14,796 sf	6,039 sf	0.8 ac
3	Residential Estate	30,943 sf	30,233 sf	14,689 sf	710 sf	0.7 ac
4	Residential Estate	37,144 sf	32,980 sf	16,272 sf	4,164 sf	0.9 ac
5	Residential Estate	37,996 sf	34,503 sf	20,518 sf	3,493 sf	0.9 ac
6	Residential Estate	33,428 sf	23,037 sf	12,980 sf	10,391 sf	0.8 ac
7	Residential Estate	31,909 sf	17,333 sf	11,381 sf	14,576 sf	0.7 ac
8	Residential Estate	47,015 sf	27,611 sf	16,333 sf	19,404 sf	1.1 ac
9	Residential Estate	40,588 sf	34,802 sf	22,099 sf	5,786 sf	0.9 ac
10	Residential Estate	64,451 sf	47,682 sf	31,000 sf	16,770 sf	1.5 ac
11	Residential Estate	59,909 sf	32,341 sf	19,235 sf	27,568 sf	1.4 ac
12	Residential Estate	72,772 sf	25,661 sf	13,526 sf	47,111 sf	1.7 ac
13	Residential Estate	52,034 sf	35,557 sf	21,910 sf	16,477 sf	1.2 ac
14	Residential Estate	82,576 sf	47,194 sf	29,627 sf	35,382 sf	1.9 ac
<b>TOTAL RESIDENTIAL ESTATE:</b>		<b>649,074 sf</b>	<b>437,766 sf</b>	<b>255,728 sf</b>	<b>211,308 sf</b>	<b>14.9 ac</b>
A	Private Road	131,081 sf	TBD	TBD	TBD	3.0 ac
B	Open Space	2,434,777 sf	TBD	TBD	TBD	55.9 ac
C	Tank	126,466 sf	TBD	TBD	TBD	2.9 ac
D	Open Space	556,442 sf	TBD	TBD	TBD	12.8 ac
E	Basin	71,161 sf	TBD	TBD	TBD	1.6 ac
F	Open Space	61,541 sf	TBD	TBD	TBD	1.4 ac
G	Basin	38,694 sf	TBD	TBD	TBD	0.9 ac
H	Fire Turnaround	8,150 sf	TBD	TBD	TBD	0.2 ac
I	Open Space	393,922 sf	TBD	TBD	TBD	9.0 ac
J	Basin	53,214 sf	TBD	TBD	TBD	1.2 ac
K	Open Space	310,637 sf	TBD	TBD	TBD	7.1 ac
<b>GRAND TOTAL:</b>		<b>4,835,160 sf</b>				<b>111.0 ac</b>

**Definitions:**

**Pad:** The level area available for construction and landscaping. The pad area is included in the area calculation of Developed Lands.

**Developed:** Lands available for residential and community use. These include residential estates, roadways, parks, required fuel modification zones and slopes that may be too steep for construction.

**Grand Total:** The combined total of Developed and Conservation Lands

The proposed site design preserves the hillsides, limiting grading to a 54.3-acre area. The area of impact is approximately 49% of total land holding of 111-acres. The project proposes a maximum of 14 primary dwelling units on a range of lot sizes, resulting in an overall average density for the project of 0.13 du/ac. In conformance with project goals, consistent housing styles are proposed to appeal to a range of future Chadwick Ranch Estates residents. The residential lot layouts are designed to reflect the project site's natural character by minimizing areas proposed for grading

and softening the slopes between the residential pads. The Chadwick Ranch Estates residential product will provide primarily estate homes.

The project takes access through LA County Flood Control property using the existing easements to allow access from the intersection of Long Canyon Road and Bliss Canyon Road to the project site. A large portion of the existing Flood Control road system will be improved for the safety of current and future residents, as well as for ongoing Flood Control operations.

The grading concept is primarily driven by the location of the access points and the existing topographic conditions of the site. The grading is planned to take place in one phase and will balance onsite, avoiding any importing or exporting of material while also proposing grading that blends with the natural topography. The proposed grading will have natural movement and curves to mimic the rustic topography of the site. Where proposed grades will meet existing topography, the grades will be rounded to blend and provide a natural effect.

The residential estate pads are created by contour grading the natural ground to provide flat pads and to balance the earthwork quantities on-site. Initial estimates indicate that the area to be disturbed by grading is approximately 44.4-acres. Grading is anticipated to take approximately one year. The residential estates will be custom homes which will be built by the individual purchasers of the lots. The anticipated project buildout is 5 years from the start of construction; this does not include construction of the individual homes.

The majority of the project is dedicated as open space and will be left undisturbed. Refer to **Table 1** for a statistical breakdown of open space.

The native landscape and open space surrounding the site extends into the project along roads, on slopes, in the community open space areas and on the edges of home sites to create an informal atmosphere that is important to the Bradbury Estates environment. In addition to this attention to the integration of the home sites, landscape and landform grading, the Chadwick Ranch Estates project plans to incorporate a specimen tree placement program for the lot owners within the Chadwick Ranch Estates development. This is to develop a sustainable urban forest management program through a public-private partnership.

### **Surrounding Land Uses and Setting:**

The property is depicted on the U.S. Geological Survey (USGS) topographic map Azusa, California (dated 1966 and photo revised in 1972) at Section 19, Township 1 North, Range 10 West. The Universal Transverse Mercator (UTM) coordinates approximately corresponding to the study area are 411407 mE and 3779912 mN (Zone 11S). The Project site is located in the foothills of the San Gabriel Mountains, with elevations ranging from approximately 1,790 feet above mean sea level (amsl) to 790 feet amsl. The project is envisioned to capture views of the valley out to Catalina Island on a clear day and provide permanent open space for the Chadwick Ranch Estates community to enjoy in perpetuity.

Existing land uses as well as existing general plan land use designations and zoning are shown in **Table 2**. Existing general plan designations and zoning within the City of Bradbury are presented in the attached City General Plan Map and City Zoning Map. Adjacent land uses include proposed residential development to the west, open space to the east (Duarte Wilderness Preserve); and open space to the north, including the Angeles National Forest.

**Table 2 – Land Uses: Existing, General Plan Designation and Zoning**

Location	Jurisdiction	Land Use	General Plan Designation	Zoning
Site	City of Bradbury	Open Space	Ag/Estate SP, 1 du/5-acre Open Space Privately Owned Undeveloped	A-5 SP
North	City of Bradbury	Open Space	Ag/Estate SP, 1 du/5-acre / Privately Owned Undeveloped Open Space	A-5 SP
West	City of Bradbury	Open Space (Proposed Oak View Estates)	Ag/Estate SP, 1 du/5-acre Open Space Privately Owned Undeveloped	A-5 SP
North/West	City of Bradbury	Open Space (Proposed Oak View Estates)	Ag/Estate SP, 1 du/5-acre Open Space Privately Owned Undeveloped	A-5 SP
South/West	City of Bradbury	Public Facilities	OS Open Space Flood Control	Open Space
South	City of Bradbury	Public Facilities	OS Open Space Flood Control	Open Space
North/East	City of Duarte	Open Space	Residential Foothill - 1 du/ac	Open Space
South/East	City of Bradbury	Residential SFD	Ag/Estate 2-acre minimum	A-2
East	City of Duarte	Open Space	Open Space; Park	Open Space

Source: General Plan and Zoning Maps for the Cities of Bradbury and Duarte.

### **Discretionary Actions Requiring Responsible Agencies Approval:**

Necessary project action and approvals are anticipated to include consideration of the following by the City Council and/or Planning Commission:

1. A Tentative Tract Map application will be required to process the Large Lot Tentative Tract Map that is proposed.
2. A Zone Change from Agriculture/Estate Residential to Chadwick Ranch Estates Specific Plan will be required to amend the Bradbury Zoning Map and Development Code to be consistent with the land use configuration proposed by the project.
3. A Specific Plan will be required in order to address the proposed land use allocations, densities, and various design aspects.
4. An Environmental Impact Report will be required to be prepared for the project to update the environmental baseline conditions and potential impacts resulting from the proposed land use allocations and densities in the Project area.
5. A Development Agreement may be prepared.

## **Studies**

The Applicant will be providing the studies listed below, which will require peer review. All other required studies will be prepared by the selected environmental consultant.

- Biological Resources / Jurisdictional Delineation
- Tree Preservation and Protection Plan
- Geotechnical Report
- Fuel Modification Plan

## **Other approvals**

Approvals will also be required from the CSD, LA County Fire/Fuel Modification, and LA County Flood Control.

## **PROPOSAL REQUIREMENTS**

The proposal need not be in any specific format, but should contain the following information.

### ***Consultant Qualifications***

The City of Bradbury seeks an Environmental Consultant with education, experience and background in conducting environmental assessments of undeveloped, hillside property. The proposal shall include the following information:

1. A list of projects in the State of California for subdivisions, specific plans, hillside developments that are similar to this project.
2. Names and Qualifications of the primary and alternative project manager as well as the team assigned to the project.
3. References – name and contact information for three public sector clients.
4. List of subcontractors and details of same information described in 1-3 above for each.

### ***Detailed description of the proposed schedule and methodology for following tasks:***

1. Kick-off meeting with staff
2. Review of existing technical studies
3. Preparation of Initial study
4. Scoping meeting
5. Additional technical analysis required
6. Preparation of draft environmental documents (Environmental Impact Report and all related paperwork)
7. Circulation of documents
8. Filing of all required CEQA forms, paperwork, etc.
9. Hourly rates for attendance at periodic Subdivision Committee meetings
10. Attendance at three public hearings and hourly rates for additional hearings if required
11. Other items proposed by consultant

***Requirements of City staff, Community Services District and contractors***

This project is complex in that it includes multiple entitlement requests and is located on land that is regulated by two governmental entities as well as a homeowner's association.

If any information is required to be provided by City staff to accomplish any of the tasks or analysis, this should be specified. Also, a description of how information will be communicated/requested to/from City staff should be described. For example, if the consultant wants to have progress meetings, this should be stated. If the consultant wants to have direct communication with the project applicant or any technical consultants, this should be noted as well.

***Proposed fee by task***

An estimated fee is requested for each task module described above.

**SELECTION CRITERIA**

The City will interview up to three consultants whose proposal and qualifications are deemed to most closely match the requirements of the RFP. Printed copies of the proposals may be required at this time. The City will negotiate a contract with the consultant who has the combination of background, approach, and capability to undertake this project at this time with compensation that the City determines is fair and reasonable based on the scope of work. The City has a right to reject all proposals if they do not include adequate qualifications for the project.

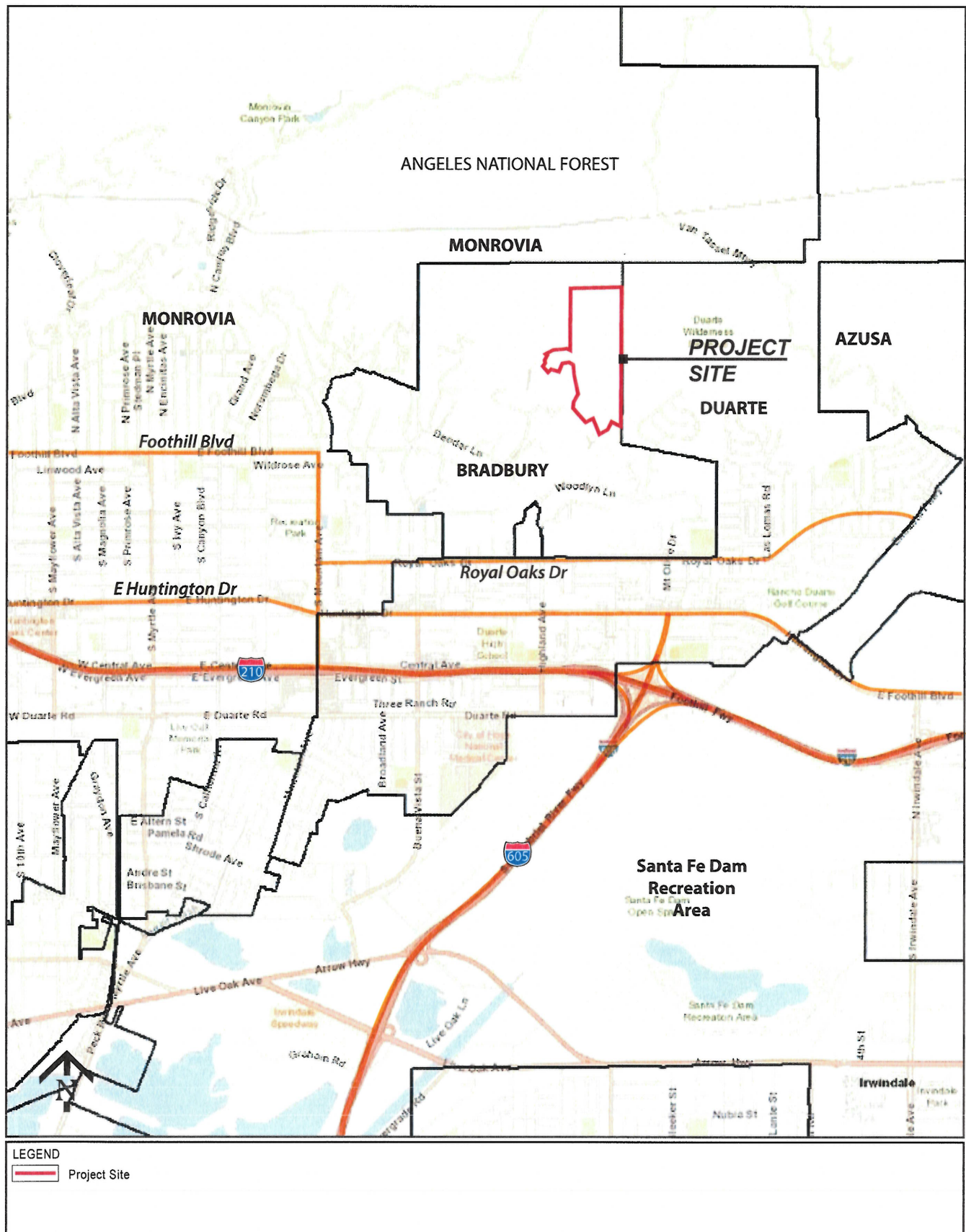
**REQUIREMENTS FOR AGREEMENT FOR SERVICES**

An agreement for services will be utilized. The consultant is required to meet City insurance requirements and obtain a City business license. Please refer to the attachment for more detailed insurance information.

**Attachments:**

- Site Location Map
- Site Plan
- City General Plan Map
- City Zoning Map
- Detailed Insurance Requirements

# **ATTACHMENTS**

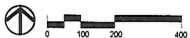


**CHADWICK RANCH ESTATES** Figure No: 1  
Site Location Map



Nevis Capital LLC

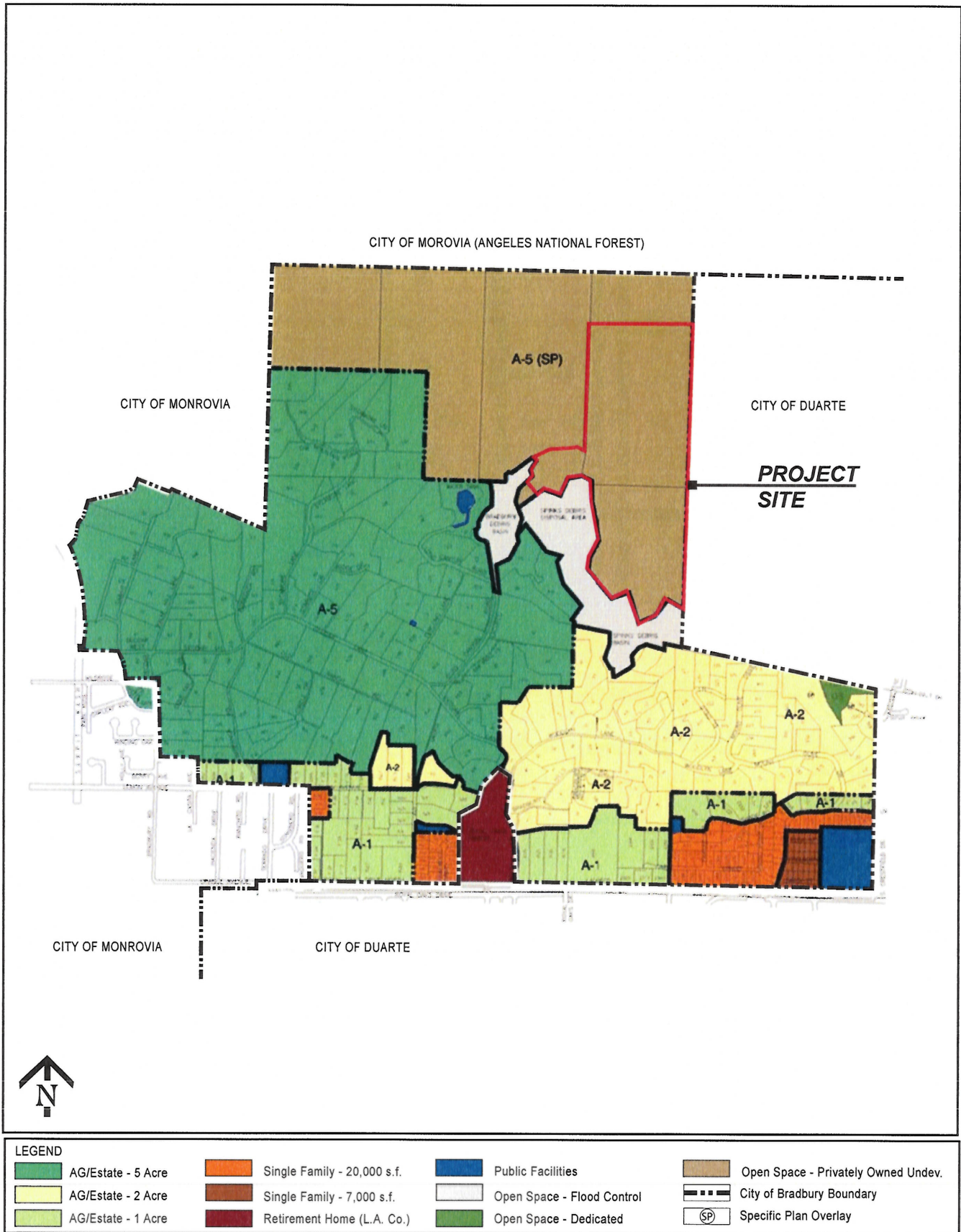
MARCH 21, 2019



Consultants:  
TRG Land, Inc.  
PROACTIVE Engineer Consultants

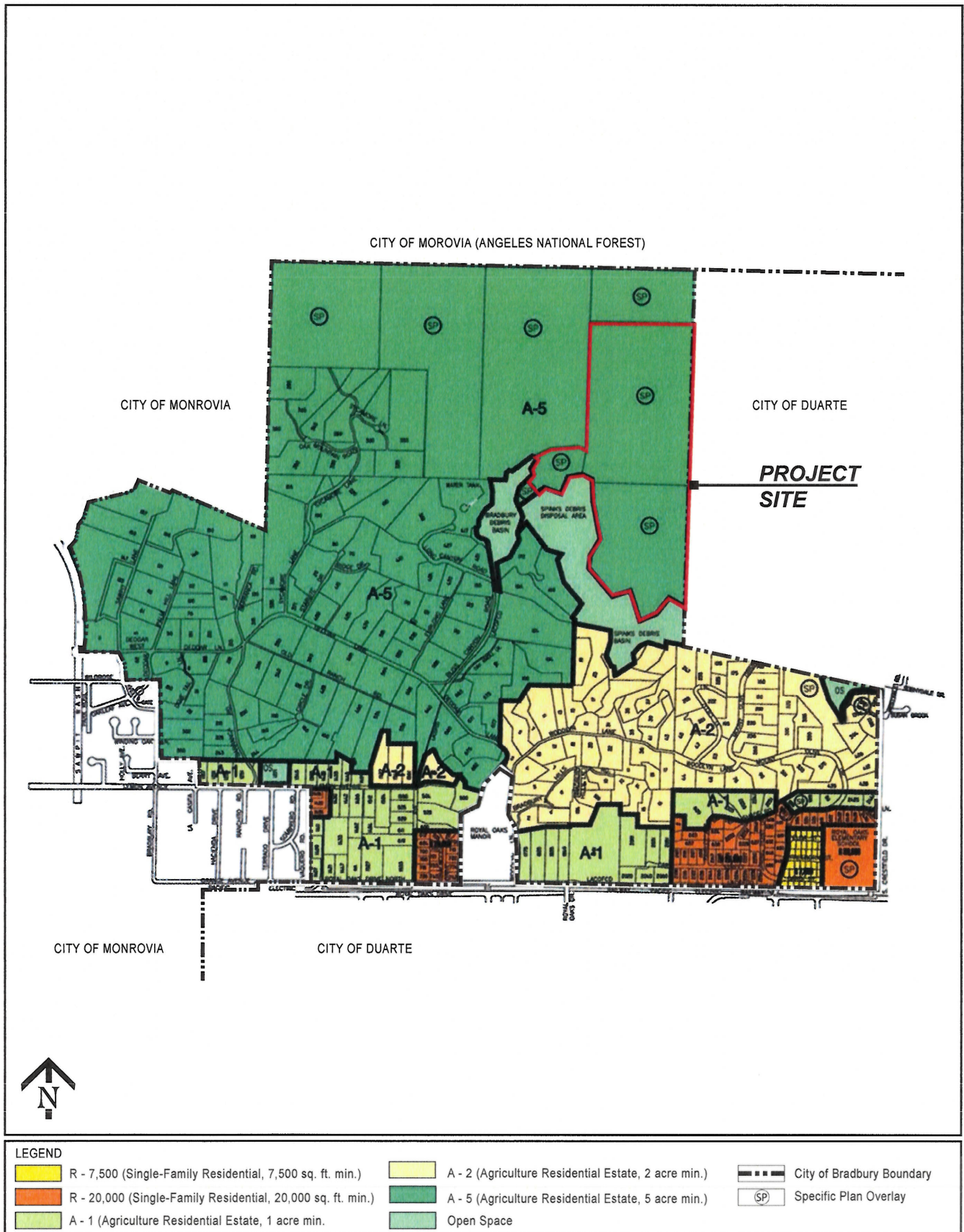
## SITE PLAN

CHADWICK RANCH ESTATE - TRACT 82349  
BRADBURY, CA



# CHADWICK RANCH ESTATES

Figure No: 2  
City of Bradbury General Plan Land Use Map



**CHADWICK RANCH ESTATES**

Figure No: 3  
City of Bradbury Zoning Map

## **INSURANCE REQUIREMENTS**

Prior to commencement of Work, Consultant shall obtain, provide and maintain at its own expense during the term of the project, policies of insurance of the type and amounts described below:

**General liability insurance.** Consultant shall maintain commercial general liability insurance with coverage at least as broad as Insurance Services Office form CG 00 01, in an amount not less than \$1,000,000 per occurrence, \$2,000,000 general aggregate, for bodily injury, personal injury, and property damage. The policy must include contractual liability that has not been amended. Any endorsement restricting standard ISO “insured contract” language will not be accepted.

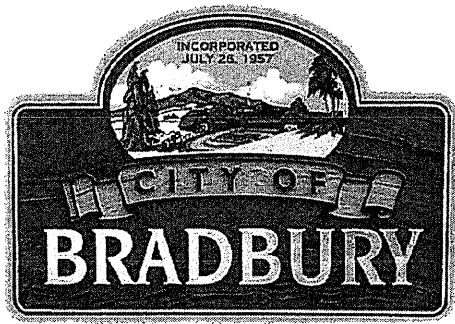
**Automobile liability insurance.** Consultant shall maintain automobile insurance at least as broad as Insurance Services Office form CA 00 01 covering bodily injury and property damage for all activities of the Consultant arising out of or in connection with Work to be performed under this Agreement,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

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

**Professional liability (errors & omissions) insurance.** Consultant shall maintain professional liability insurance that covers the Services to be performed, in the minimum amount of \$1,000,000 per claim and in the aggregate. Consultant agrees to maintain continuous coverage through a period no less than three years after completion of the services required by this agreement.

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

The policy or policies required be issued by an insurer admitted in the State of California and with a rating of at least A:VII in the latest edition of Best’s Insurance Guide.



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

## City of Bradbury Agenda Memo

TO: Honorable Mayor and Members of the City Council

FROM: Kevin Kearney, City Manager

DATE: July 16, 2019

SUBJECT: **City Council Liaisons for Fiscal Year 2019/2020 Consideration of Resolution No. 19-20 Pertaining to the Appointments to the San Gabriel Valley Council of Governments**

ATTACHMENTS: 1. Resolution No. 19-20: San Gabriel Valley Council of Governments

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### **SUMMARY**

This item prompts the City Council to discuss the 2019-20 organization and association assignments. It is recommended that the City Council designate City Council members to organizations and associations and adopt Resolution No. 19-20.

### **BACKGROUND**

Enclosed is the current FY 2019/2020 liaison list. As part of the City Council reorganization, the Council should review the organization and association assignments.

When the City Council reorganizes each year, a part of the annual reorganization is to review the organization and association assignments.

The appointment to the San Gabriel Valley Council of Governments requires authorization by Resolution. The draft resolution is attached to this report.

The chart below includes the current appointments:

# City Council Assignments

July 16, 2019

Page 2 of 4

<b>Association/Organization</b>	<b>18-19 Liaison</b>	<b>18-19 Alternate</b>	<b>19-20 Liaison</b>	<b>19-20 Alternate</b>
California Contract Cities Association (CCCA) 3 <sup>rd</sup> Wednesday of the month; 6:30pm	Vacant	Vacant		
League of California Cities 1 <sup>st</sup> Thursday of the month, 6:30 pm	Lathrop	Vacant		
LA County City Selection Committee 1 <sup>st</sup> Thursday of the month; 8:30 pm	Mayor	Vacant		
LA County Sanitation District 4 <sup>th</sup> Wednesday of the month, 1:30pm	Mayor	Barakat		
So. California Joint Powers Insurance Authority 4 <sup>th</sup> Wednesday of the month; 5:30pm	Lewis	Barakat		
So. California Association of Governments (SCAG) 1 <sup>st</sup> Thursday of the month; 10:00 am	Vacant	Vacant		
Foothill Transit 2 <sup>nd</sup> Wednesday of the month; 7:30am	Barakat	Lewis		
San Gabriel Valley Mosquito & Vector Control District 2 <sup>nd</sup> Friday of the month, 7:00 am (term expires December 2019)	Barakat	Vacant		
Duarte Community Education Council (CEC) 3 <sup>rd</sup> Wednesday of the month; 7:00pm	Bruny	Lathrop		
Duarte Education Foundation 2 <sup>nd</sup> Monday of the month; 7:00 pm	Lathrop	Bruny		
Area D Emergency Services and Director of the Bradbury Disaster Committee	Lewis	Lathrop		
LASD Temple Station Boosters	Vacant	Vacant		
San Gabriel Valley COG 3 <sup>rd</sup> Thursday of the month, 6:00 pm	Barakat	Vacant		

## **ANALYSIS**

The City Council liaison appointments are intended to ensure the City Council actively participate in inter-jurisdictional organizations to ensure the interests of the community are represented in regional public policy.

It is recommended that the City Council designate City Council members to organizations and associations and for the City Council adopt Resolution No. 1-20 designating a representative as the voting member and alternate to the San Gabriel Valley Council of Governments. Further, it is typical that the residing Mayor is the representative to the Los Angeles City Selection Committee and LA County Sanitation District.

#### **FINANCIAL REVIEW**

There is no financial impact as a result of this action.

#### **STAFF RECOMMENDATION**

It is recommended that the City Council designate City Council members to organizations and associations and adopt the Resolutions No. 19-20.

**RESOLUTION NO. 19-20**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BRADBURY, CALIFORNIA,  
APPOINTING THE GOVERNING BOARD MEMBER AND ALTERNATE GOVERNING BOARD  
MEMBER TO THE SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS**

**WHEREAS**, the City of Bradbury has executed the Joint Powers Agreement establishing the San Gabriel Valley Council of Governments; and

**WHEREAS**, the Council of Governments will be structured with a Governing Board made up of one elected official selected by each member city; and

**WHEREAS**, each member city must designate by resolution a Governing Board Member and Alternate Governing Board Member;

**NOW, THEREFORE**, the City Council of the City of Bradbury does resolve as follows:

SECTION 1. That the Governing Board Member representing the City of Bradbury shall be \_\_\_\_\_.

SECTION 2. That the Alternate Governing Board Member representing the City of Bradbury shall be \_\_\_\_\_.

SECTION 3. That the City Clerk shall certify to the adoption of this resolution and send a copy to the Executive Director of the San Gabriel Valley Council of Governments.

**APPROVED AND ADOPTED** this 16<sup>th</sup> day of July, 2019.

\_\_\_\_\_  
Mayor – City of Bradbury

**ATTEST:**

I hereby certify that the foregoing Resolution was adopted by the City Council of the City of Bradbury at a regular meeting held on the 16<sup>th</sup> day of July, 2019.

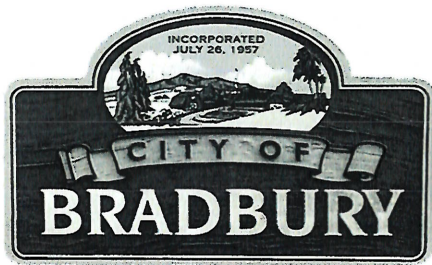
AYES:

NOES:

ABSENT:

ABSTAIN:

\_\_\_\_\_  
Claudia Saldana - City Clerk  
City of Bradbury, California



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

## City of Bradbury Agenda Memo

TO: Honorable Mayor and Members of the City Council

FROM: Kevin Kearney, City Manager

DATE: July 16, 2019

SUBJECT: **DISCUSSION ON A JOINT CITY COUNCIL & PLANNING  
COMMISSION RETREAT**

ATTACHMENTS: 1. Most Recent Agenda: September 8, 2018  
2. City of Monrovia: Facility Rentals – Canyon Park Cabin

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### SUMMARY

At the June meeting, the City Council requested a discussion on a joint City Council and Planning Commission retreat.

The City Council should decide if a retreat is desired. If a retreat is to occur, a time and location should be determined. Should the City Council decide to hold a retreat outside City limits, the Canyon Park Cabin could be reserved for the meeting – free of charge. Depending on the topics discussed, the City Council should decide if a facilitator is desired.

### ANALYSIS

Throughout the past years, the City Council has periodically held retreats with the Planning Commission to ensure both the Council and Commission are working toward a common goal. Retreats also provide an opportune time for both the Council and Commission to exchange ideas and dialogue about any concerns. The last Council/Commission retreat was held at City Hall on September 8, 2018 (ATTACHMENT #1).

Should the City Council decide to hold a retreat, the meeting could be held at City Hall or at an off-site location. In the past, the Council has utilized both City Hall and the Canyon Park Cabin in Monrovia (ATTACHMENT #2). Although there is typically a fee to utilize Canyon Park Cabin, Monrovia's City Manager has already committed to provide the facility free of charge. The following are dates the Cabin is currently available:

1. Saturday, August 17
2. Saturday, August 24
3. Saturday, December 7
4. Saturday, December 14

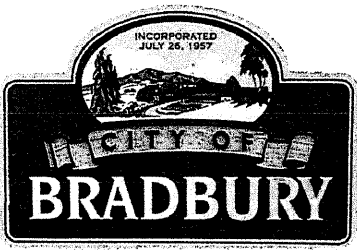
### **FINANCIAL ANALYSIS**

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

### **STAFF RECOMMENDATION**

It is recommended the City Council discuss the idea of a joint City Council & Planning Commission retreat and direct Staff on how to proceed.

# **ATTACHMENT #1**



# **SPECIAL AGENDA**

**Special Meeting of the Bradbury City Council  
and Bradbury Planning Commission  
To be held on Saturday, September 8, 2018  
at the Bradbury Civic Center  
600 Winston Ave., Bradbury, CA 91008**

## **RETREAT 8:00 AM**

### **CALL TO ORDER**

**ROLL CALL** Mayor Barakat, Mayor Pro-Tem Hale, Councilmembers, Bruny Lathrop, Hale and Lewis  
Chair Kuba, Vice Chair Dunst, Commissioners Jones, Hernandez, Novodor

### **PUBLIC COMMENT**

*Anyone wishing to address the City Council on any matter that is on the agenda for this Special Meeting may do so at this time. Please state your name and address clearly for the record and limit your remarks to five minutes.*

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

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

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The City of Bradbury will gladly accommodate disabled persons wishing to communicate at a City public meeting. If you require special assistance to participate in this meeting, please call the City Manager's Office at (626) 358-3218 at least 24 hours prior to the special meeting.

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<b>8:00 AM</b>	<b>BREAKFAST / GATHERING / SIGN-IN</b>
<b>8:30 AM</b>	<b>INTRODUCTIONS</b> <i>WHY DID YOU WANT TO BE ON THE CITY COUNCIL OR PLANNING COMMISSION?</i>
<b>9:00 AM</b>	<b>A VISION FOR BRADBURY / GOAL SETTING</b> <i>MY 2-3 TOP GOALS...</i>
<b>10:30 AM</b>	<b>BREAK</b>
<b>10:45 AM</b>	<b>A PLAN TO ACHIEVE THE TOP 3 GOALS</b> <i>HOW DO WE GET THERE?</i>
<b>12:00 PM</b>	<b>ADJOURNMENT / LIGHT LUNCH</b>
<b>ADJOURNMENT</b>	

The City Council will adjourn to a Regular Meeting at the Bradbury Civic Center, 600 Winston Ave., Bradbury, CA 91008 on Tuesday, September 18, 2018 at 7:00 p.m.

The Planning Commission will adjourn to a Regular Meeting at the Bradbury Civic Center, 600 Winston Ave., Bradbury, CA 91008 on Wednesday, September 26, 2018 at 7:00 p.m.

*"I, Claudia Saldana, City Clerk, hereby certify that I caused this agenda to be posted at the Bradbury City Hall entrance gate on Monday, September 4, 2018, at 5:00 p.m."*

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**CITY CLERK - CITY OF BRADBURY**

# **ATTACHMENT #2**

NATURE  
CENTER

Mal Packer Mesa  
Picnic Area

CABIN

RANGER  
STATION  
Elevation 1080'

CANYON  
PARK  
ENTRANCE  
GATE

MONDAY - FRIDAY [CLOSED TUESDAYS]  
8:00AM - 5:00PM  
SATURDAY & SUNDAY  
7:00AM - 5:00PM  
ROAD GATE LOCKED AT 5:00PM

Paved Road



Picnic Area

TRAIL & PICNIC GUIDE

0

1/2

SCALE - 1 MILE

# Monrovia Canyon Park

## Council/Commission Retreat 2018

8:00 AM

Start Time

Breakfast / Gathering/  
Sign-In

1200 N. Canyon Blvd.  
Monrovia, CA 91016

### DRIVING DIRECTIONS TO CABIN:

- Begin westbound on Foothill Blvd.
- Make a right (northbound) on Canyon Blvd.
- Once at the ranger's station, disregard the paid parking requirement. The cabin has parking space available for guests (circled in blue).
- Continue driving past the ranger's station and your destination will be on the left (circled in red).