

# **AGENDA**

**Regular Meeting of the Bradbury City Council  
To be held on Tuesday, August 20, 2019  
at the Bradbury Civic Center  
600 Winston Avenue, Bradbury, CA 91008**

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

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

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

### **ROLL CALL**

Mayor 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.**

### **PROCLAMATIONS PRESENTED TO THE PUBLIC SAFETY COMMITTEE FOR THEIR ROLE IN BRADBURY NIGHT OUT**

### **PUBLIC COMMENT**

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

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

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

---

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

---

### **ACTION ITEMS\***

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

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

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

- A. Minutes – Regular Meeting of July 16, 2019
  - B. Resolution No. 19-21: Demands and Warrants for August 2019
  - C. Monthly Investment Report for the month of July 2019
  - D. Approval of a Professional Services Agreement Between the City of Bradbury and Michael Baker International for the Chadwick Ranch Estates Project
  - E. Appointment of Applicant to Public Safety Committee Primary Seat for District 5
  - F. Increase of the City Manager’s Per Transaction Limit for the City Credit Card
2. **City Council Resolution No. 19-22 – A Resolution of the City Council of the City of Bradbury, California, Setting Forth its Findings of Fact and Decision to Grant a Second One-Year Extension of the Conditional Approval of Tentative Parcel Map No. 73673 for a Three – Lot Subdivision at 1533 Royal Oaks Drive North**  
Tentative Parcel Map No. 73673 was approved on July 19, 2016, which subdivides the 3.8-acre parcel into three parcels. The applicant is requesting their second extension, with the first one-year extension occurring on August 21, 2018.
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. Following the July City Council meeting, Staff has surveyed surrounding animal care and control organizations. After analyzing the bid, Staff recommends approving the Pasadena Humane Society’s rate change, approve an amendment to the Fiscal Year 2019/20, and authorize the City Manager to enter into a 3-year agreement.
4. **Ordinance No. 364 - An Ordinance of the City Council of the City of Bradbury Amending the Bradbury Municipal Code Regarding Property Maintenance Standards**  
During the July meeting, the City Council discussed property maintenance standards in relation to trailers, oversized vehicles and unpaved parking. This item presents Ordinance No. 364, which reflects the City Council’s desired changes to the City’s current property maintenance standards.
5. **Ordinance No. 365 - An Ordinance of the City Council of the City of Bradbury Amending the Bradbury Municipal Code Regarding the Public Safety Committee**  
  
Pursuant to the City Council’s request during the July 2019 meeting, this item presents Ordinance No. 365 which reflects the City Council’s desired changes to the City’s current Public Safety Committee guidelines as it relates to the auto termination clause in subsection (d). Additionally, Staff is removing language that is no longer applicable in subsection (a).
6. **Security Cameras at City Hall**  
This item provides an opportunity for the City Council to discuss security cameras on the external building of City Hall. This item also reviews policies, procedures, and presents financial information on the purchase of the security cameras.



**7. Discussion on Current COPS Funding**

Given Bradbury's inquiry on contracting for a fulltime CSO, this item allows the City Council to discuss the current allocation of the City's COPS funding. It is recommended that the City Council direct Staff on how to proceed.

**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**

**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, JULY 16, 2019**

**MEETING CALLED TO ORDER:**

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

**ROLL CALL:**

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

ABSENT: None

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

**APPROVAL OF AGENDA:**

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

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

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

City Attorney Reisman stated that he was not aware of any other than Councilmember Lathrop wishing to abstain from a small portion of agenda item #6 in regards to the San Gabriel Valley Council of Governments.

**PUBLIC COMMENT:**

Alberto Mendoza, 526 Mount Olive Drive, inquired about a notice he received regarding the Mount Olive Drive Sewer Extension. City Manager Kearney stated that the notice was probably sent by the Los Angeles County Sanitation Districts regarding the Annexation of the sewer lines that were recently installed by the City on Mount Olive Drive.

**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 June 18, 2019
- B. Resolution No. 19-18: Demands & Warrants for July 2019
- C. Monthly Investment Report for the month of June 2019
- D. Resolution No. 19-19: 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

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

Councilmember Lathrop pulled item F (Appointment of Public Safety Committee Seats) from the Consent Calendar to clarify that all current members of the Public Safety Committee are up for re-appointment for a two-year term ending June 2021. Staff answered yes.

**MOTION TO APPROVE  
CONSENT CALENDAR:**

Councilmember Barakat made a motion to approve the Consent Calendar as presented. 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

**PRESENTATION:**

Nichol Delgado, Government and Community Affairs Assistant with the Upper San Gabriel Valley Municipal Water District gave a brief "State of the District" and water supply update. Ms. Nichols informed the City Council about the Upper District's role in the region and gave an update about our local water resources.

Councilmember Barakat inquired if California American Water Company get its water from the District. Ms. Nichols replied yes but was not able to answer specific questions about water rates Cal-Am charges Bradbury residents.

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

City Manager Kearney state that the Pasadena Humane Society (PHS) recently advised staff that the current agreement between the City and PHS expired on June 20, 2019. As part of the contract renewal, PHS is proposing a rate increase to continue their services.

**BACKGROUND:**

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 increase for the City of Bradbury.

The Humane Society recently performed a rate and operations study and discovered that operational services provided to contract cities was being supported by other areas in their organization.

**FINANCIAL ANALYSIS:**

City Manager Kearney stated that the costs associated with the City's previous agreement reflected a rate of \$4.25 per capita based on the 2010 US Census of 1048 residents. The previous agreement also allowed for annual CPI increases not to exceed 3%.

The proposed agreement alters the financial structure by factoring in costs of all individual calls and responses throughout the City, any follow-up calls regarding nuisance complaints, and costs for additional information. 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. The previous agreement cost the City a total of \$2,446 per fiscal year. The proposed agreement would cost the City \$18,034 per fiscal year. That is an increase of 639%.

**RECOMMENDATION:**

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

**PHS REPRESENTATIVES:**

Representatives from the Pasadena Humane Society present:  
*Dia DuVernet, President & CEO*  
*Ruthie Hughes, Vice President of Administration*  
*Al Plamann, Board of Directors*

**DISCUSSION:**

Bordmember Plamann stated that PHS contracts with 11 cities and a lot of these contracts are losing money. The proposed costs are direct costs. PHS is starting the process with two expired contracts: La Canada Flintridge and Bradbury.

Mayor Pro-Tem Lewis stated that the Humane Society is a hugely profitable organization. What is the burden?

Mr. Plamann replied Worker's Comp insurance and fuel costs and added that PHS officers will stop services if the City is not agreeing to pay the rate increase.

Mayor Pro-Tem Lewis stated this sounded like a threat. Mayor Pro-Tem Lewis also questioned the numbers on the spreadsheets provided by PHS stating that they seem excessive.

CEO Dia DuVernet interjected that an outside consultant did the cost analysis, which does not include administrative costs.

Mr. Plamann stated that the new proposed numbers are the bottom line for PHS to continue to provide services to the City of Bradbury and encouraged the City Council to get competitive bids.

Mayor Hale asked if the City could get a copy of the 98 calls made by Bradbury residents. Mayor Hale wants to see what the calls are about. CEO DuVernet stated that there are a lot of wildlife calls from Bradbury.

Councilmember Lathrop stated that the City needs more than one month to get competitive pricing.

Mayor Hale stated that no one has a problem with the quality of services provided by PHS.

**DIRECTION ON HOW TO PROCEED:**

Mayor Hale would like to see the call log for the Bradbury. City Manager Kearney is to reach out to other (Animal Control) entities serving our area. No further action was taken.

**DISCUSSION ON THE CITY'S PROPERTY MAINTENANCE STANDARDS: TRAILERS, OVERSIZED VEHICLES AND PAVEMENT PARKING**

City Manager Kearney stated that this report provides an overview of the City's property maintenance standards regarding the parking and storage of trailers and oversized vehicles. It also reviews parking standards of vehicles on private property.

The City's standards regulate the storage of trailers in front yards and does not allow them to be parked for more than 7 consecutive days or more than 14 days in a calendar year.

The storage of oversized vehicles is similar to the storage of trailers in that they cannot be parked in the front yard more than 7 consecutive days or more than 14 days in a calendar year.

Inoperable, abandoned, wrecked, dismantled motor vehicles are not allowed to be in front yard areas, and operable cars are regulated if they are parked for unreasonable periods of time.

Per City regulations, vehicles are not allowed to be parked on unpaved parking areas – providing they are visible from the public right-of-way.

**RECOMMENDATION:**

It is recommended that the City Council review the current property maintenance standards in relation to trailers, oversized vehicles and private property parking, and direct staff on how to proceed.

**DISCUSSION:**

Councilmember Barakat stated that unpaved parking is a problem and a hazard to the environment. City Manager Kearney inquired if the City Council would like to prohibit parking on unpaved surfaces period.

City Attorney Reisman stated that the City Council should define "unreasonable" periods of time. 14 calendar days? Councilmember Barakat suggested 5 consecutive days and no more than 10 days in a calendar year.

City Attorney Reisman inquired about the number of trailers that should be allowed.

Mayor Hale addressed the problem with corner lots. On a corner lot, what is considered the front yard and what the side yard?. For purpose of visibility it was suggested to use "street frontage" instead of front yard.

Councilmember Barakat stated that currently motorhomes can be parked in the setback areas. Councilmember Lathrop stated that he doesn't want to "solve" problems that might not be a problem.

**DIRECTION TO STAFF:**

City Manager Kearney stated that staff will prepare a draft document incorporating the suggested changes and the item will be back on the agenda in August for further discussion.

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

City Manager Kearney stated that Nevis Capital, LLC owns 111 acres in the foothills in the City of Bradbury and has filed an application to develop the property. The City has retained Ultra Systems Environmental, Inc. to assist in processing the project's Environmental Impact Report (EIR). To process the proposed project, the City Council needs to adopt contracts between the City and Ultra Systems and between the City and the Developer, Nevis Capital, LLC.

**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 Ultra Systems 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

**MOTION:**

There being no discussion, Councilmember Barakat made a motion to Award the Bid and Adopt the Professional Services Agreement between the City of Bradbury and Ultra Systems Environmental, Inc. and 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. 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

**CITY COUNCIL LIASIONS FOR FY 2019/2020 AND RESOLUTION NO. 19-20 PERTAINING TO THE APPOINTMENTS TO THE SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS:**

City Manager Kearney stated that following the City Council Reorganization in June, the Council needs to review the organization and association assignments. The appointment to the San Gabriel Valley Council of Governments requires authorization by Resolution.

The assignments for 2019/2020 are as follows:

California Contract Cities Association (CCCA)  
Representative: vacant  
Alternate: vacant

League of California Cities  
Representative: Councilmember Lathrop  
Alternate: vacant  
LA County City Selection Committee (must be Mayor)

Representative: Mayor Hale  
Alternate: Mayor Pro-Tem Lewis

LA County Sanitation Districts (must be Mayor)  
Representative: Mayor Hale  
Alternate: Councilmember Barakat

Southern California Joint Powers Insurance Authority:  
Representative: Mayor Pro-Tem Lewis  
Alternate: City Manager Kearney

Southern California Association of Governments:  
Representative: vacant  
Alternate: vacant

Foothill Transit  
Representative: Mayor Pro-Tem Lewis  
Alternate: Councilmember Barakat

SGV Mosquito & Vector Control District  
Representative: Councilmember Barakat (term exp. Dec. 2019)  
Alternate: vacant

Duarte Community Education Council  
Representative: Councilmember Bruny  
Alternate: Councilmember Lathrop

Duarte Education Foundation  
Representative: Councilmember Lathrop  
Alternate: Councilmember Bruny

Area D Emergency Services and Director of the Bradbury  
Disaster Committee  
Representative: Mayor Pro-Tem Lewis  
Alternate: Councilmember Lathrop

LASD Temple Station Booster Club  
Representative: vacant  
Alternate: vacant

San Gabriel Valley Council of Governments  
Representative: Councilmember Barakat  
Alternate: vacant

**MOTION TO ADOPT  
RESOLUTION NO. 19-20:**

Mayor Pro-Tem Lewis made a motion to adopt 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. Councilmember Barakat seconded the motion, which was carried by the following roll call vote:

**APPROVED:**

AYES: Mayor Hale, Mayor Pro-Tem Lewis,  
Councilmembers Bruny and Barakat  
NOES: None  
ABSENT: None  
ABSTAIN: Councilmember Lathrop  
Motion passed 4:0

**DISCUSSION REGARDING A JOINT  
CITY COUNCIL-PLANNING COMMISSION  
RETREAT:**

City Manager Kearney stated that at the June meeting, the City Council requested a discussion regarding a joint City Council-Planning Commission retreat. Should the Council decide to go forward with the retreat, the cabin at Monrovia Canyon Park could be reserved for the meeting free of charge. Depending of the topics to be discussed, the City Council needs to decide if a facilitator is desired.

**RECOMMENDATION:**

It is recommended that the City Council discuss the joint City Council-Planning Commission retreat and direct staff on how to proceed.

**DISCUSSION:**

The City Council stated that it would like to move forward with holding the retreat at the Monrovia Canyon Park Cabin. City Manager Kearney had a list of available dates for 2019. After checking their calendars, the Council decided on Saturday, December 14, 2019. A facilitator will not be required. City Manager Kearney asked the City Council for discussion items. The City Council wished to discuss agenda items later as there was lots of time. Councilmember Bruny stated that she would like to get the notes from the last retreat.

**DIRECTION TO STAFF:**

The City Council directed staff to reserve the cabin at Monrovia Canyon Park for Saturday, December 14, 2019 and send an email to all Planning Commissioners checking on their availability to attend.

**MATTERS FROM THE CITY MANAGER:**

City Manager Kearney reminded the City Council that Bradbury Night Out is next Thursday (July 25) from 6 to 8 pm.

The Public Safety Committee would like to conduct a CTY (reverse 911) test on September 11<sup>th</sup>.

The July 24<sup>th</sup> Planning Commission Meeting has been cancelled due to a lack of agenda items.

City Manager Kearney introduced our new liaison with the Sheriff's Department, Lt. Frank Ruiz. Lt. Ruiz gave the City Council a brief history of his service with LASD.

**MATTERS FROM THE CITY ATTORNEY:**

Nothing to report

**MATTERS FROM THE CITY COUNCIL:**

**MAYOR HALE:**

Nothing to report

**MAYOR PRO-TEM LEWIS:**

Nothing to report

**COUNCILMEMBER BRUNY:**

Nothing to report

**COUNCILMEMBER LATHROP:**

Nothing to report

**COUNCILMEMBER BARAKAT:**

Councilmember Barakat stated that the LA County Sanitation Districts settled with the Union. The settlement will cost the Sanitation Districts \$250 million.



**ITEMS FOR FUTURE AGENDAS:**

Councilmember Lathrop stated that the City's Public Safety Ordinance need to be revised/tweaked.

**CLOSED SESSION**

**ROLL CALL:**

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

**PUBLIC COMMENT REGARDING  
CLOSED SESSION ONLY:**

None

**RECESS TO CLOSED SESSION:**

**Conference with Labor Negotiator:**

Government Code Section 54957.6

City Representative: City Attorney Cary Reisman

Unrepresented Employee: City Manager

**REPORT FROM CLOSED SESSION:**

The City Council reconvened into Open Session to announce any action taken. City Attorney Reisman reported Mayor Pro-Tem Lewis made a formal motion to increase the City Manager's annual salary to \$120,000. Councilmember Barakat seconded the motion, which carried unanimously.

**ADJOURNMENT:**

At 9:25 p.m. Mayor Hale adjourned the meeting to Tuesday, August 20, 2019 at 7:00 p.m.

---

**MAYOR – CITY OF BRADBURY**

ATTEST:

---

**CITY CLERK – CITY OF BRADBURY**

**RESOLUTION NO. 19-21**

**A RESOLUTION OF THE CITY COUNCIL OF THE  
CITY OF BRADBURY, CALIFORNIA,  
APPROVING DEMANDS AND WARRANTS NO. 15596 THROUGH NO. 15618  
(PRE-RELEASED CHECKS)  
AND DEMANDS AND WARRANTS NO. 15619 THROUGH NO. 15647  
(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 \$6,946.27 (pre-released Checks) and \$75,400.96 at August 21, 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>
15596	United Site Services (7/15/19)	2302 Elda Street Code Enforcement Acct. #101-23-7540	\$297.15
15597	U.S. Bank (6/30/19)	Custody Charges for May 2019 Safekeeping Fee for 4 CDs Acct. #101-14-7010	\$33.00
15598	Dept. of Conservation (6/30/19)	Fee Report: Strong Motion Instrumentation and Seismic Hazard Mapping Fee April-June 2019 Acct. #101-20-7220	\$1,051.09
15599	California Building Standards Commission (6/30/19)	SB1473 Fee Report Form Building Standards Administration Special Revolving Fund April-June 2019 Acct. #101-20-7220	\$307.80
15600	Fiesta Fantastic (7/25/19)	Balloon Twisting – Bradbury Night Out Acct. #101-11-6100	\$205.00
15601	California American Water (7/31/19)	<u>Water Service for:</u> 600 Winston Ave (City Hall) Acct. #101-16-6400 1775 Woodlyn Lane Acct. #200-48-6400	\$16.41 <u>\$792.62</u> \$809.03

<u>Check</u>	<u>Name and (Due Date)</u>	<u>Description</u>	<u>Amount</u>
15602	Wild Wings of California (7/25/19)	Raptor Handlers - Bradbury Night Out (Great Horned Owl, Barn Owl, Screech Owl) Acct. #101-11-6100	\$250.00
15603	Concept Living Inc. (7/25/19)	Popbar Ice Cream – Bradbury Night Out Acct. #101-11-6100	\$614.00
15604	Olive Wood Pizza (7/25/19)	Pizza Deposit - Bradbury Night Out Acct. #101-11-6100	\$500.00
15605	The Standard (8/1/19)	<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  \$9.25 \$27.75
15606	California American Water (8/5 & 8/6/19)	<u>Water Service for:</u> 301 Mt Olive Dr Irrigation 2410 Mt Olive Ln Irrigation 2256 Gardi Street Acct. #200-48-6400	 \$280.87 \$66.98 \$12.00 \$359.85
15607	Vision Service Plan (8/1/19)	<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  \$23.66 \$108.39
15608	Scarlett Santos Leon (7/1/19)	<u>Reimbursement:</u> Claro's Gift Baskets – Bradbury Night Out Acct. #101-111-6100	\$547.85
15609	Delta Dental (8/1/19)	<u>Dental Insurance:</u> City Manager (family) Acct. #101-12-5100 City Clerk Acct. #101-13-5100 Management Analyst Acct. #101-16-5100	 \$131.43  \$42.88  \$42.88 \$217.19
15610	U.S. Bank (6/30/19)	Custody Charges for June 2019 Safekeeping Fee for 4 CDs Acct. #101-14-7010	\$33.00
15611	Data Ticket (6/27 & 7/18/19)	Daily Citation Processing Acct. #101-23-6210	\$17.09

<u>Check</u>	<u>Name and (Due Date)</u>	<u>Description</u>	<u>Amount</u>
15612	Time Warner Cable (8/9/19)	Spectrum Business Internet Acct. #101-16-6230	\$124.98
15613	Molly Maid (8/2/19)	City Hall Cleaning Service for July 10 & July 24, 2019 Acct. #101-16-6460	\$210.00
15614	Southern California Edison (8/13/19)	Street Lights for Mt. Olive/Gardi Acct. #200-48-6400	\$26.83
15615	Southern California Edison (8/13/19)	City Hall Utilities Acct. #101-16-6400	\$308.12
15616	Southern California Edison (8/21/19)	Street Lights Acct. #200-48-6410	\$763.87
15617	The Gas Company (8/14/19)	City Hall Utilities Acct. #101-16-6400	\$15.78
15618	Frontier Communications (8/15/19)	Telephone Service (fire alarm line) Acct. #101-23-7420	\$118.50

**Total Pre-Released Checks** **\$6,946.27**

**REGULAR CHECKS:**

<u>Check</u>	<u>Name and (Due Date)</u>	<u>Description</u>	<u>Amount</u>
15619	Blackboard (6/14/19)	Renewal - Blackboard Connect Unlimited Emergency and Outreach Messaging Service License Fee Acct. #113-20-4500	\$840.00
15620	California American Water (8/8/19)	<u>Water Service for:</u> 600 Winston Ave (City Hall) Acct. #101-16-6400 1775 Woodlyn Lane Acct. #200-48-6400	\$11.95  <u>\$751.28</u> \$763.23

<u>Check</u>	<u>Name and (Due Date)</u>	<u>Description</u>	<u>Amount</u>
15621	Wallin, Kress, Reisman & Kranitz (8/13/19)	<u>City Attorney:</u> Retainer for July 2019 Acct. #101-15-7020 Code Enforcement (243 Barranca) Acct. #101-23-7450 Chadwick Ranch Acct. #103-00-2039 Housing Element Acct. #101-20-7245 Oakview Estates Acct. #103-00-2039 Prosecutions (119 Furlong) Acct. #101-15-7070	\$2,650.00  \$2,632.50  \$2,600.00  \$450.00  \$942.50  <u>\$150.00</u> \$9,425.00
15622	Claudia Saldana (Aug 2019)	Mileage Reimbursement Acct. #101-13-6050	\$4.06
15623	Colin Bailey (8/14/19)	Music By Haze – Bradbury Night Out Acct. #101-11-6100	\$450.00
15624	Collicutt (7/3/19)	Civic Center Generator (Labor, Mileage and Parts) Acct. #101-24-6480	\$857.18
15625	GWMA (7/30/19)	Gateway Water Management Authority Cost Share for Harbor Toxic Upstream Acct. #102-42-7630 (UUT)	\$44.21
15626	Kevin Kearney (Aug 2019)	Mileage Reimbursement Acct. #101-12-6050	\$132.30
15627	Kevin Kearney (8/12/19)	<u>Reimbursement:</u> Hyatt Regency (JPIA conference) Acct. #101-12-6020 Olive Wood Pizza – BBY Night Out Acct. #101-11-6100	\$519.77  <u>\$953.23</u> \$1,473.00
15628	Kevin Kearney (Aug 2019)	Monthly Cell Phone Allowance Acct. #101-12-6440	\$75.00
15629	Local Agency Formation Commission (LAFCO) (7/17/19)	LAFCO Charges for FY 2019-20 Acct. #101-30-6030	\$74.60
15630	The Lobos Truck (7/29/19)	The Lobos Truck – BBY Night Out Acct. #101-11-6100	\$1,268.42

<u>Check</u>	<u>Name and (Due Date)</u>	<u>Description</u>	<u>Amount</u>
15631	Luis and Sons (7/25/19)	City Hall Window Cleaning Acct. #101-16-6460	\$385.00
15632	Molly Maid (8/14/19)	City Hall Cleaning Service for August 7, 2019 Acct. #101-16-6460	\$105.00
15633	City of Monrovia (7/12 & 8/1/19)	Bradbury Transportation Services for July and August 2019 Acct. #203-40-7625 (Prop A)	\$1,408.14
15634	Post Alarm Systems (2/28/19)	City Hall Monitoring for Sep 2019 Fire & Intrusion Systems Acct. #101-23-7420	\$119.21
15635	Priority Landscape Services (2/28/19)	<u>Invoice No. 5027:</u> Irrigation Repairs on Mt Olive Drive Acct. #101-21-7035	\$935.00
15636	Priority Landscape Services (6/28/19)	<u>Invoice No. 5725:</u> Removed and stump grinded area where Oak tree was. Replaced with a 24" Box tree. Acct. #101-21-7015 (Royal Oaks Trail)	\$1,230.00
15637	Priority Landscape Services (6/28/19)	<u>Invoice No. 5726:</u> Trimmed and shaped 40 Oak trees along the Bradbury Bike Trail and hauled away trash. Acct. #101-21-7025	\$1,760.00
15638	Priority Landscape Services (6/29/19)	<u>Invoice No. 5738:</u> Filled in eroded areas of DG entrances and leveled out the area with a bonding agent. Acct. #101-21-7015 (Royal Oaks Trail)	\$1,080.50
15639	Priority Landscape Services (8/1/19)	<u>Invoice No. 5796:</u> Aug 2019 Landscape Services: 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

15640	RKA Consulting Group (7/16/19) (7/29/19)	119 Furlong Slope Abatement Acct. #101-19-7230 Slurry Seal Project FY 18-19 Acct. #200-48-7755	\$420.00  <u>\$2,898.00</u>	  \$3,318.00
15641	San Gabriel Valley City Managers' Assoc. (8/7/19)	Membership Dues for FY 2019-20 Acct. #101-30-6030		\$55.00
15642	LA County Sheriff's Dept. (7/9/18)	June 2019 Law Enforcement Services Acct. #101-23-7410		\$9,372.12
15643	LA County Sheriff's Dept. (8/7/18)	July 2019 Law Enforcement Services Acct. #101-23-7410		\$9,876.78
15644	Staples Credit Plan (7/15/19)	Office Supplies Acct. #101-16-6200 Copier (toner cartridges) Acct. #101-16-6250	\$231.08  <u>\$1,224.94</u>	  \$1,456.02
15645	TeamLogic IT of Pasadena (8/1/19)	Computer Services & Supplies Acct. #101-16-6230 Technology Expense Acct. #113-20-4500	\$590.00  \$302.50	\$755.00
15646	U.S. Bank Corporate Payment Systems (7/22/19)	<u>Kevin Kearney Visa Card:</u> Beenverified.com (code enforcement) Acct. #101-20-7450 Best Buy (technology expense) Acct. #113-20-4500	\$52.44  <u>\$32.83</u> <b>\$85.27</b>	
15646	U.S. Bank Corporate Payment Systems (7/22/19)	<u>Claudia Saldana Visa Card:</u> Big Lots Stores Acct. #101-16-6450 USPS (Code Enforcement) Acct. #101-20-7450 Big Lots Stores Acct. #101-16-6450	\$12.96   \$4.65  <u>\$18.18</u> <b>\$35.79</b>	
15646	U.S. Bank Corporate Payment Systems (7/22/19)	<u>Scarlett Santos Leon Visa Card:</u> USPS (Code Enforcement) Acct. #101-20-7450 USPS (stamps) Acct. #101-16-6120 Barco Products Acct. #101-16-6210 Broadvoice Acct. #101-12-6440 Broadvoice Acct. #101-12-6440	\$4.05   \$330.00  \$245.06  \$171.65  <u>\$175.90</u> <b>\$926.66</b>	       \$1,047.72

15647	VCA Code Group (7/8/19)	<u>June 2019 Professional Services:</u>		
		Code Enforcement	\$75.00	
		Acct. #101-23-7450		
		City Planner (Retainer)	\$3,900.00	
		Acct. #101-20-7210		
		City Planner (Hourly Services)	\$907.50	
		Acct. #101-20-7210		
		Chadwick Ranch	\$1,320.00	
		Acct. #101-20-7210		
		Plan Check Services	<u>\$19,650.47</u>	\$25,852.97
		Acct. #101-20-7220		
			<b>Total Regular Checks</b>	<b>\$75,400.96</b>

**PAYROLL for August 2019:**

ACH	Kevin Kearney (Aug 2019)	Salary: City Manager	\$10,000.00	
		Acct. #101-12-5010		
		Withholdings	<u>(2,236.85)</u>	\$7,763.15
		Acct. #101-00-2011		
ACH	Claudia Saldana (Aug 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 (Aug 2019)	Salary: Management Analyst	\$4,025.67	
		Acct. #101-16-5010		
		Withholdings	(867.46)	
		Acct. #101-00-2011		
		PERS Employee Share	<u>(271.73)</u>	\$2,886.48
		Acct. #101-16-5010		
ACH	Lisa Bailey (Aug 2019)	Finance Director (July 2019)		
		10 x \$82.94/hour	\$829.41	
		Acct. #101-14-5010		
		Withholdings	<u>(66.75)</u>	\$762.66
		Acct. #101-00-2011		
			<b>Total Payroll</b>	<b>\$15,227.15</b>



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

EFT	Aetna (Aug 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 (Aug 2019)	State Tax Withholdings SDI Acct. #101-00-2011	\$743.56 <u>\$199.74</u>	 \$943.30
EFT	Dept. of Treasury Internal Revenue Service (Aug 2019)	Federal Tax Withholdings Social Security Medicare (Employee's portion of Social Security and Medicare is matched by the City) Acct. #101-00-2011	\$2,013.56 \$2,476.74 <u>\$579.24</u>	  \$5,069.54
EFT	California PERS (Aug 2019)	City Manager Acct. #101-12-5100 City Clerk Acct. #101-13-5100 Management Analyst Acct. #101-16-5100	\$1,498.77  \$762.61  <u>\$552.94</u>	   \$2,814.32
EFT	California PERS (Aug 2019)	Unfunded Accrued Liability UAL Payment (Classic) UAL Payment (Pepra) Acct. #101-16-6240	\$309.78  <u>\$41.81</u>	  \$351.59

---

**MAYOR – CITY OF BRADBURY**

ATTEST:

---

**CITY CLERK – CITY OF BRADBURY**

"I, Claudia Saldana, City Clerk, hereby certify that the foregoing Resolution, being Resolution No. 19-21, was duly adopted by the City Council of the City of Bradbury, California, at a regular meeting held on the 20th day of August, 2019 by the following roll call vote:"

AYES:

NOES:

ABSENT:

---

**CITY CLERK – CITY OF BRADBURY**



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

## INVOICE DETAIL

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

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

Amount Due:	Trans Date:	DUE DATE:	Invoice #:
\$1,381.92	06/25/19	08/15/19	2311990271
PO:		Store: 100088887, WESTBORO, MA	

PRODUCT	SKU #	QUANTITY	UNIT PRICE	TOTAL PRICE
HAMMERMILL COPY PLUS 85 X	122374	1.0000 EA	\$63.99	\$63.99
AVERY EASY PEEL LASER ADD	209882	1.0000 EA	\$29.99	\$29.99
HP 651A YELLOW TONER CART	990210	1.0000 EA	\$477.89	\$477.89
HP 651A MAGENTA TONER CAR	990211	1.0000 EA	\$477.89	\$477.89
HP 651A BLACK TONER CARTR	990208	1.0000 EA	\$189.89	\$189.89
STAPLES BROWN KRAFT CLASP	487493	1.0000 EA	\$38.09	\$38.09
STAPLES EASYCLOSE 10 ENVE	394053	1.0000 EA	\$11.29	\$11.29
COUPONDISCOUNT	558100	1.0000 ST	-\$27.00	-\$27.00

Purchased by: SCARLETT SANTOS LEON  
Order #: 9800779177

SUBTOTAL	\$1,262.03
TAX	\$119.89
TOTAL	\$1,381.92

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

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

Amount Due:	Trans Date:	DUE DATE:	Invoice #:
\$74.10	07/03/19	08/15/19	2316105211
PO:		Store: 100088887, WESTBORO, MA	

PRODUCT	SKU #	QUANTITY	UNIT PRICE	TOTAL PRICE
STAPLES EASYCLOSE SECURIT	787385	1.0000 EA	\$42.49	\$42.49
POSTIT NOTES 3 X 3 JAIPUR	564231	1.0000 EA	\$20.99	\$20.99
STAPLES 2 BINDER CLIPS LA	831610	1.0000 EA	\$4.19	\$4.19

Purchased by: SCARLETT SANTOS LEON  
Order #: 9801006086

SUBTOTAL	\$67.67
TAX	\$6.43
TOTAL	\$74.10

see Check # 15644

507427



JUL 29 2019

JUL 29 2019



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

CITY OF BRADBURY

ACCOUNT NUMBER 4246-0446-0277-2711

STATEMENT DATE 07-22-19

TOTAL ACTIVITY \$ 85.27

000009545 01 SP 0.560 106481035083663 P

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

"MEMO STATEMENT ONLY"  
DO NOT REMIT PAYMENT

NEW ACCOUNT ACTIVITY

POST DATE	TRAN DATE	TRANSACTION DESCRIPTION	REFERENCE NUMBER	MCC	AMOUNT
07-08	07-07	BVD*BEENVERIFIED.COM 855-9046471 NY PUR ID: 11355231830487476702 TAX: 0.00	24906419188075929957945	5968	52.44
07-17	07-16	BEST BUY 00017822 DUARTE CA PUR ID: 00000000000000000000 TAX: 2.84	24399009197295002046018	5732	32.83

see CR# 15646

Default Accounting Code:

Default Accounting Code:				
CUSTOMER SERVICE CALL  800-344-5696	ACCOUNT NUMBER  4246-0446-0277-2711		ACCOUNT SUMMARY	
	STATEMENT DATE  07-22-19	DISPUTED AMOUNT  \$ .00	PREVIOUS BALANCE	\$ .00
SEND BILLING INQUIRIES TO:  C/O U.S. BANCORP SERVICE CENTER, INC U.S. BANK NATIONAL ASSOCIATION P.O. BOX 6335 FARGO, ND 58125-6335	AMOUNT DUE  \$ 0.00  DO NOT REMIT		PURCHASES & OTHER CHARGES	\$85.27
			CASH ADVANCES	\$ .00
			CASH ADVANCE FEE	\$ .00
			CREDITS	\$ .00
			TOTAL ACTIVITY	\$85.27



JUL 31 2019



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

CITY OF BRADBURY

ACCOUNT NUMBER 4246-0400-8040-6665

STATEMENT DATE 07-22-19

TOTAL ACTIVITY \$ 35.79

000009544 01 SP 0.560 106481035083662 P

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

"MEMO STATEMENT ONLY"  
DO NOT REMIT PAYMENT

NEW ACCOUNT ACTIVITY

POST DATE	TRAN DATE	TRANSACTION DESCRIPTION	REFERENCE NUMBER	MCC	AMOUNT
06-25	06-24	BIG LOTS STORES - #4170 DUARTE CA PUR ID: TAX: 0.79	24137469175300536067263	5310	12.96
06-26	06-25	USPS PO 0522740820 DUARTE CA PUR ID: None TAX: 0.00	24137469177000860232073	9402	4.65
07-17	07-16	BIG LOTS STORES - #4170 DUARTE CA PUR ID: TAX: 1.58	24137469197300560177156	5310	18.18

see CR # 15646

Default Accounting Code:

CUSTOMER SERVICE CALL  800-344-5696	ACCOUNT NUMBER 4246-0400-8040-6665		ACCOUNT SUMMARY	
	STATEMENT DATE	DISPUTED AMOUNT		
SEND BILLING INQUIRIES TO:  C/O U.S. BANCORP SERVICE CENTER, INC U.S. BANK NATIONAL ASSOCIATION P.O. BOX 6335 FARGO, ND 58125-6335	07-22-19	\$ .00	PREVIOUS BALANCE	\$ .00
			PURCHASES & OTHER CHARGES	\$35.79
			CASH ADVANCES	\$ .00
			CASH ADVANCE FEE	\$ .00
			CREDITS	\$ .00
		AMOUNT DUE \$ 0.00 DO NOT REMIT	TOTAL ACTIVITY	\$35.79



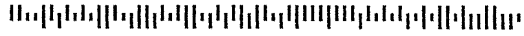
U.S. BANCORP SERVICE CENTER  
P. O. Box 6343  
Fargo, ND 58125-6343

CITY OF BRADBURY

ACCOUNT NUMBER 4246-0446-2235-1074

STATEMENT DATE 07-22-19

TOTAL ACTIVITY \$ 926.66



000009546 01 SP 0.560 106481035083664 P

SCARLETT L SANTOS LEON  
CITY OF BRADBURY  
600 WINSTON AVENUE  
BRADBURY CA 91008-1123

"MEMO STATEMENT ONLY"  
DO NOT REMIT PAYMENT

NEW ACCOUNT ACTIVITY

POST DATE	TRAN DATE	TRANSACTION DESCRIPTION	REFERENCE NUMBER	MCC	AMOUNT
06-25	06-24	USPS PO 0502940814 ARCADIA CA PUR ID: None TAX: 0.00	24137469176001066900191	9402	334.05
07-03	07-02	BARCO PRODUCTS COMPANY 800-338-2697 IL PUR ID: 999884905PWBIWXKSJ1EO TAX: 0.00	24005949183300574971228	5712	245.06
07-08	07-06	BROADVOICE 888-325-5875 CA PUR ID: 0000288385 TAX: 0.00	24453519188017052242889	4814	171.65
07-16	07-15	BROADVOICE 888-325-5875 CA PUR ID: 0000296680 TAX: 0.00	24453519196017044780178	4814	175.90

see CR #15646

Default Accounting Code:

CUSTOMER SERVICE CALL  800-344-5696	ACCOUNT NUMBER 4246-0446-2235-1074		ACCOUNT SUMMARY	
	STATEMENT DATE	DISPUTED AMOUNT		
SEND BILLING INQUIRIES TO:  C/O U.S. BANCORP SERVICE CENTER, INC U.S. BANK NATIONAL ASSOCIATION P.O. BOX 6335 FARGO, ND 58125-6335	07-22-19	\$ .00	PREVIOUS BALANCE	\$ .00
			PURCHASES & OTHER CHARGES	\$926.66
			CASH ADVANCES	\$ .00
			CASH ADVANCE FEE	\$ .00
			CREDITS	\$ .00
			TOTAL ACTIVITY	\$926.66

# City of Bradbury

## Monthly Investment Report for the month of July 2019

### CASH ON DEPOSIT BY ACCOUNT

#### Bank Accounts:

Wells Fargo Bank - General Checking

#### Investments:

Local Agency Investment Fund (LAIF)

Ally Bank CD

American Express Centurion CD

Citibank NA CD

Discover Bank

	<u>Amount</u>	<u>Maturity</u>	<u>Interest Rate</u>
Wells Fargo Bank - General Checking	\$ 619,186.75	n/a	0%
Local Agency Investment Fund (LAIF)	\$ 3,369,982.73	n/a	2.38%
Ally Bank CD	\$ 248,000.00	9/9/2019	1.35%
American Express Centurion CD	\$ 247,000.00	12/7/2020	2.10%
Citibank NA CD	\$ 246,000.00	6/7/2021	3.00%
Discover Bank	\$ 246,000.00	9/7/2021	3.00%

**Total**

**\$ 4,976,169.48**

### CASH & INVESTMENTS ON DEPOSIT BY FUND

#### Funds

General Fund (101)

Utility Users Tax Fund (102)

Deposits Fund (103)

Long Term Planning Fee Fund (112)

Technology Fee Fund (113)

Gas Tax Fund (200)

SB 1 Gas Tax Fund (201)

Prop A Fund (203)

Prop C Fund (204)

TDA Fund (205)

Sewer Fund (206)

STPL Fund (208)

Recycling Grant Fund (209)

Measure R Fund (210)

Measure M Fund (212)

COPS Fund (215)

Grant Fund-Other (217)

Fire Safe Grant Fund (219)

<u>Amount</u>
\$3,139,771.99
\$747,601.47
\$117,032.47
\$16,558.81
\$48,443.16
\$5,008.18
\$1,104.88
\$19,054.98
\$1,575.99
(\$7,474.02)
\$575,792.55
\$312.39
\$11,155.32
\$78,588.21
\$12,246.32
\$189,813.28
\$8,947.14
\$10,636.36

**Total**

**\$ 4,976,169.48**

*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	2017-18 Actual	2018-19 YTD 6/30/19	2019-20 Budget	2019-20 YTD @ 07/31/19	
<b>General Fund:</b>						
101-00-4010	Property Tax-Current Secured	438,658	472,058	495,000		0%
101-00-4030	Property Tax-Current Unsecured	3,941	18,096	18,500		0%
101-00-4060	Public Safety Augmentation F	10,323	10,832	12,000		0%
101-00-4070	Delinquent Taxes	6,624	6,401	7,500		0%
101-00-4100	Sales & Use Tax	4,114	1,962	1,500		0%
101-00-4110	Franchise Fee-Cable TV	18,708	22,476	23,000		0%
101-00-4120	Franchise Fee-SC Edison	17,722	18,739	19,000		0%
101-00-4130	Franchise Fee-SC Refuse	33,402	37,159	37,000		0%
101-00-4140	Franchise Fee-SC Gas Co.	2,574	2,539	2,600		0%
101-00-4150	Franchise Fee-Cal Am Water	31,388	37,557	38,000		0%
101-00-4160	AB939 Refuse Admin. Fee	17,952	18,652	18,000		0%
101-00-4190	Real Property Transfer Tax	31,081	22,709	14,000		0%
101-00-4200	Motor Vehicle In-Lieu	130,646	137,540	140,000		0%
101-00-4210	Dist & Bail Forfeiture	2,867	1,116	1,500	217	14%
101-00-4220	Fines-City	21,906	21,732	2,000	154	8%
101-00-4350	Business License	44,063	40,611	40,700	2,984	7%
101-00-4360	Movie & TV Permits	3,030	-	-		#DIV/0!
101-00-4370	Bedroom License Fee	10,301	14,420	15,000		0%
101-00-4410	Variances & CUPs	1,635	1,635	1,600		0%
101-00-4420	Lot Line Adjustment/Zone Changes	3,805	-	-		#DIV/0!
101-00-4440	Subdivisions/Lot Splits	4,844	4,844	5,000		0%
101-00-4460	Planning Dept. Review	50,073	25,382	25,000	4,038	16%
101-00-4470	Building Construction Permit	179,175	236,173	250,000	9,894	4%
101-00-4480	Building Plan Check Fees	260,790	159,454	250,000	966	0%
101-00-4485	Landscape Plan Check Permit	10,627	7,433	5,500		0%
101-00-4490	Green Code Compliance	26,871	29,086	27,000		0%
101-00-4500	Civic Center Rental Fee	1,050	-	1,050	900	86%
101-00-4530	Environmental & Other Fees	8,612	371	1,000	371	37%
101-00-4540	City Engineering Plan Check	140,793	127,680	135,000		0%
101-00-4600	Interest Income	20,081	84,693	77,712	21,398	28%
101-00-4700	Sales of Maps & Publications	317	352	400		0%
101-00-4800	Other Revenue	-	148	200		0%
101-00-4850	Cal-Am Loan Repayment	4,820	4,820	4,820		0%
101-00-4900	Reimbursements	65	5,783	3,000	230	8%
101-00-4920	Sale of Prop. A Funds	56,000		-		#DIV/0!
101-23-4950	Vacant Property Registry Fee	50	100	100		0%
101-24-4610	Donations		500	-	500	#DIV/0!
<b>Total General Fund Revenues</b>		<b>1,598,908</b>	<b>1,573,053</b>	<b>1,672,682</b>	<b>41,652</b>	<b>2%</b>
<b>Utility Users Tax Fund:</b>						
102-00-4600	Interest	7,099	-	18,810		
102-00-4810	Water	47,920				
102-00-4820	Trash	22,991				
102-00-4830	Electric	108,595	36			
102-00-4840	Natural Gas	14,930				
102-00-4850	UUT - Cable	21,642				
102-00-4855	Telecom-Minors	12,990				
102-00-4856	Telecom-AT&T	434				
102-00-4857	Telecom-Verizon	5,235				
102-00-4858	Telecom-Sprint Nextel	991				
102-00-4900	Reimbursements	364				



## Revenues

Acct. Number	Account Description	2017-18 Actual	2018-19 YTD 6/30/19	2019-20 Budget	2019-20 YTD @ 07/31/19	
		243,191	36	18,810	-	
<b>Civic Center Fund:</b>						
111-00-4000	Transfer In from General Fund					
111-00-4500	Civic Center Rental Fee					
<b>Long Term Planning Fee Fund:</b>						
112-00-4490	Long-Term Planning Fee	10,647	7,027	8,000	9	0%
112-00-4600	LTP Fee Interest Income	143	-	400		0%
		10,790	7,027	8,400	9	0%
<b>Technology Fee Fund:</b>						
113-00-4520	Technology Fee	14,646	18,864	18,500	565	3%
113-00-4600	Technology Fee Interest Income	498	-	1,000		0%
		15,144	18,864	19,500	565	3%
<b>Gas Tax Fund:</b>						
200-00-4000	Transfers In					
200-00-4200	TCRA Funds	1,258	1,206	-		#DIV/0!
200-48-4260	Gas Tax	34,031	26,111	25,000		0%
200-00-4600	Gas Tax Interest	1,045	-	-		#DIV/0!
		36,334	27,317	25,000	-	0%
<b>SB1 Gas Tax Fund:</b>						
201-00-4000	Transfers In		6,623	-		#DIV/0!
201-48-4260	Gas Tax		17,943	15,000		0%
201-00-4600	Gas Tax Interest		-	-		#DIV/0!
			24,566	15,000	-	0%
<b>Prop. A Fund:</b>						
203-40-4260	Prop. A Transit Funds	20,948	22,224	23,000	1,957	9%
203-40-4600	Prop. A Transit Interest	95	-	308		0%
		21,043	22,224	23,308	1,957	8%
<b>Prop. C Fund:</b>						
204-48-4260	Prop. C Funds	17,532	18,434	19,000	1,624	9%
204-48-4600	Prop. C Interest	524	-	-		#DIV/0!
		18,056	18,434	19,000	1,624	9%
<b>Transportation Development Act Fund:</b>						
205-48-4260	TDA Funds	7,362	22,224	5,000		0%
205-48-4600	TDA Interest	(2)				#DIV/0!
		7,360	22,224	5,000	-	0%
<b>Sewer Fund:</b>						
206-00-4000	Transfers In	1,100,000		600,000		0%
206-50-4600	Sewer Fund Interest	9,700	-	885		0%
206-50-4605	Lemon Ave. Assessment					#DIV/0!
206-50-4606	Winston Ave. Assessment					#DIV/0!
206-50-4730	Mount Olive Drive Assessment	43,140				#DIV/0!
		1,152,840	-	600,885	-	0%

## Revenues

Acct. Number	Account Description	2017-18 Actual	2018-19 YTD 6/30/19	2019-20 Budget	2019-20 YTD @ 07/31/19
<b>STPL Fund:</b>					
208-00-4260	STPL Funds	-			
208-00-4600	STPL Interest	316	-	-	#DIV/0!
		316	-	-	- #DIV/0!
<b>Recycling Grant Fund:</b>					
209-00-4260	Recycling Grant Funds	(803)	9,189	5,000	0%
209-00-4600	Recycling Grant Interest	90			#DIV/0!
		(713)	9,189	5,000	- 0%
<b>Measure R Fund:</b>					
210-48-4260	Measure R Funds	13,014	13,830	15,000	1,217 8%
210-48-4600	Measure R Interest	692	-	-	#DIV/0!
		13,706	13,830	15,000	1,217 8%
<b>Measure M Fund</b>					
212-48-4260	Measure M Funds	11,795	15,596	16,500	1,367 8%
212-48-4600	Measure M Interest	69	-	-	#DIV/0!
		11,864	15,596	16,500	1,367 8%
<b>Measure W Fund</b>					
213-48-4260	Measure W Funds			60,000	-
213-48-4600	Measure W Interest				#DIV/0!
		-	-	60,000	- 0%
<b>Citizen's Option for Public Safety (COPS) Fund:</b>					
215-23-4260	COPs Funds	145,020	148,746	100,000	0%
215-23-4600	COPs Interest	1,383	-	982	0%
		146,403	148,746	100,982	- 0%
<b>County Park Grant:</b>					
217-00-4210	County Park Grant				
217-00-4600	Grant Fund Interest Income	85	-	180	0%
		85	-	180	- 0%
<b>Fire Safe Grant 14-USFS-SFA-0053:</b>					
219-00-4260	Fire Safe Grant 14-USFS-SFA-0053				
219-00-4270	HOA Contribution				
219-00-4600	Fire Safe Grant Interest Income	101	-	215	0%
		101	-	215	- 0%
<b>Total Revenues</b>		<b>3,275,429</b>	<b>1,901,106</b>	<b>2,605,462</b>	<b>48,391 2%</b>

## Expenditures

Account Description	2017-18	Amended	2018-19	2019-20	2019-20	
	Actual	Budget	YTD 6/30/19	Budget	YTD @ 07/31/19	
General Fund:						
101-00-5000 Transfers Out	1,100,000			600,000	-	0%
City Council Division:						
101-11-6500 Community Support (homelessness)	3,000	3,000	3,000	4,000		0%
101-11-6100 Events and awards	7,662	4,700	6,490	6,000	3,049	51%
101-11-6110 City Newsletter	225	-	1,257	-	235	#DIV/0!
	10,887	7,700	10,747	10,000	3,284	33%
City Manager Division:						
101-12-5010 Salaries	102,500	106,395	106,395	109,268	10,000	9%
101-12-5100 Benefits	41,806	42,300	44,110	46,174	4,107	9%
101-12-6020 Meetings & Conferences	2,027	2,500	3,373	3,500		0%
101-12-6025 Expense Account	1,130	1,500	317	1,500		0%
101-12-6050 Mileage	1,023	1,200	972	1,200		0%
101-12-6210 Special Department Supplies	-	-				#DIV/0!
101-12-6440 Cell Phone	900	900	900	1,000	75	8%
	149,386	154,795	156,067	162,642	14,182	9%
City Clerk Division:						
101-13-5010 Salaries	60,741	59,809	59,809	61,424	5,119	8%
101-13-5100 Benefits	24,294	24,100	24,706	24,702	1,396	6%
101-13-6020 Meetings & Conferences		100	-	-		#DIV/0!
101-13-6040 Transportation & Lodging		100	-	-		#DIV/0!
101-13-6050 Mileage	142	150	43	50		0%
101-13-6210 Special Department Supplies		250	122	275		0%
101-13-6220 Election Supplies	473	500	-	500		0%
101-13-6225 Codification	2,317	1,500	7,064	7,000		0%
101-13-7000 Contract Election Services	-	12,000	-	15,000		0%
	87,967	98,509	91,744	108,951	6,515	6%
Finance Division:						
101-14-5010 Salaries	14,230	15,043	15,100	15,449		0%
101-14-5100 Benefits	1,299	1,250	1,116	1,371	-	0%
101-14-6210 Special Department Supplies	94	350	575	600		0%
101-14-6230 Contracted Computer Services	1,459	2,000	1,141	500		0%
101-14-7010 Contracted Banking Services	4,726	4,600	4,220	4,000	320	8%
101-14-7020 Contracted Audit Services	18,523	14,700	17,466	18,000		0%
101-14-7040 GASB Reports	350	350	700	725		0%
	40,681	38,293	40,318	40,645	320	1%
City Attorney Division:						
101-15-7020 City Attorney Retainer	29,400	29,400	29,400	31,800		0%
101-15-7070 City Attorney Special Service	2,702	6,000	1,331	5,000		0%
101-15-7075 Development Code Update				26,000		
101-15-7080 Seminars & Training	1,211	1,000	1,100	1,100		0%
	33,313	36,400	31,831	63,900	-	0%
General Government Division:						
101-16-5010 Salaries	37,219	47,038	47,038	48,308	4,026	8%
101-16-5100 Benefits	9,524	12,700	12,695	13,107	1,892	14%
101-16-6010 Seminars & Training	375	500		1,000		0%
101-16-6020 Meetings & Conferences	195	150	60	200		0%
101-16-6040 Transportation & Lodging	-	500	388	1,000		0%
101-16-6050 Mileage	215	500	260	300		0%
101-16-6120 Postage	267	500	526	300		0%

## Expenditures

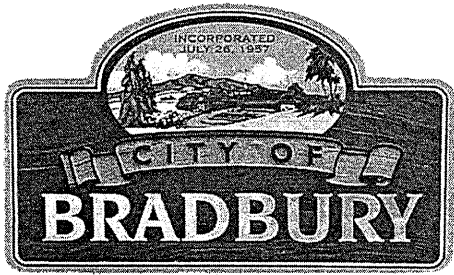
Account Description	2017-18 Actual	Amended 2018-19 Budget	2018-19 YTD 6/30/19	2019-20 Budget	2019-20	
					YTD @ 07/31/19	
101-16-6200 Office Supplies	1,324	2,500	1,830	2,500		0%
101-16-6210 Special Departmental Supplies	1,622	1,622	397	500		0%
101-16-6230 Computer & Website Services	7,232	18,000	10,929	15,000	125	1%
101-16-6240 PERS UAL Payment	2,259	2,068	2,068	3,717	352	9%
101-16-6241 PERS Replacement Benefit Contribution			2,535	3,000		0%
101-16-6250 Copier & Duplications	2,216	2,216	5,515	5,000		0%
101-16-6300 Insurance	54,738	47,201	55,553	56,000	19,811	35%
101-16-6400 Utilities	2,953	5,000	3,444	4,500	4	0%
101-16-6440 Telephone	6,714	7,000	4,163	6,000		0%
101-16-6450 Building Operations	1,132	1,000	590	1,000		0%
101-16-6460 Building & Cleaning Service	2,795	2,500	2,825	3,000		0%
101-16-6470 Maintenance & Supplies	-	500	328	400		0%
101-16-7600 Operating Contingency	-	-	-	-		#DIV/0!
	130,780	151,495	151,144	164,832	26,210	16%
<b>Engineering Division:</b>						
101-19-7230 Contracted Engineering Services	138,463	125,000	99,979	130,000		0%
101-19-7238 Annexation	59,350	-				#DIV/0!
101-19-7310 Woodlyn Lane/Mt. Olive Drainage		-				#DIV/0!
	197,813	125,000	99,979	130,000	-	0%
<b>Planning, Zoning &amp; Development Division:</b>						
101-20-6020 Meetings & Conferences			38			#DIV/0!
101-20-6120 Postage	332	300	727	1,000		0%
101-20-6210 Special Department Supplies	210	500	430	500		0%
101-20-6240 Environmental Filing Fees	-	500		500		0%
101-20-7210 City Planner Retainer	46,800	46,800	42,943	46,800		0%
101-20-7220 Contracted Building & Safety	232,115	290,000	198,325	250,000		0%
101-20-7240 City Planner Special Service	15,592	10,000	17,284	15,000		0%
101-20-7245 General Plan update	406	406	2,160	-		#DIV/0!
	295,455	348,506	261,907	313,800	-	0%
<b>Parks &amp; Landscape Maintenance Division:</b>						
101-21-7015 Royal Oaks Trail Maintenance	7,305	10,000	11,414	10,000	345	3%
101-21-7020 City Hall Grounds Maintenance	2,670	19,830	10,780	7,000	175	3%
101-21-7025 Trail Maintenance	1,777	7,000	9,551	10,000		0%
101-21-7035 Mt.Olive Entrance & Trail	7,349	5,500	6,408	12,000	465	4%
101-21-7045 Lemon/RO Horse Trail	1,380	27,500	21,723	43,000	115	0%
101-21-7060 Street Tree Trimming	11,098	10,000	10,857	-		#DIV/0!
	31,579	79,830	70,733	82,000	1,100	1%
<b>Public Safety Division:</b>						
101-23-6210 Special Departmental Services		20,000	20,319	-		#DIV/0!
101-23-7410 Contract Services Sheriff	117,875	113,315	103,093	118,522		0%
101-23-7420 City Hall Security	2,582	2,600	3,282	3,500	238	7%
101-23-7450 Code Enforcement	4,499	5,600	10,861	6,000	297	5%
101-23-7757 AED Purchase		3,278	2,863	-		#DIV/0!
	124,956	144,793	140,418	128,022	535	0%
<b>Emergency Preparedness Division:</b>						
101-24-6010 Seminars & Training	-					
101-24-6020 Meetings & Conferences	55	50	133	100		0%
101-24-6030 Memberships & Dues	360	360	360	375		0%
101-24-6100 Events & Awards				500		0%
101-24-6470 Maintenance & Supplies	869	2,500	2,406	5,500		0%
101-24-6480 Civic Center Generator	-	-	1,191	-		#DIV/0!
101-55-7030 Hazardous Mitigation Plan	16	15,000	5,063	-		#DIV/0!

## Expenditures

Account Description		2017-18 Actual	Amended 2018-19 Budget	2018-19 YTD 6/30/19	2019-20 Budget	2019-20 YTD @ 07/31/19	
		1,300	17,910	9,153	6,475	-	0%
<b>Animal &amp; Pest Control Division:</b>							
101-25-7000	Animal Control Services	2,745	4,777	3,330	4,000		0%
101-25-7010	Pest Control Services	175	300	200	300		0%
		2,920	5,077	3,530	4,300	-	0%
<b>Intergovernmental Relations Division:</b>							
101-30-6030	Memberships & Dues	8,610	8,700	4,072	9,200	9,220	100%
<b>General Fund Totals</b>		2,215,647	1,217,008	1,071,643	1,824,767	61,366	3%
<b>Utility Users Tax Fund:</b>							
102-42-7630	NPDES Stormwater Compliance	36,081	100,000	32,802	26,000	230	1%
<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	10,000		0%
113-20-7730	Website	-	8,000	-	20,000		0%
113-20-8120	Capital Equipment-Server & Copier	7,470		1,188			#DIV/0!
113-20-4500	Technology expense (e-Plan)	-	-	-	-		#DIV/0!
		16,101	24,677	18,683	30,000	-	0%
<b>Gas Tax Fund:</b>							
200-48-5000	Transfers Out			6,623	-		
200-48-6400	Utilities-Select System	11,272	12,000	9,214	9,000	360	4%
200-48-6410	Street Lights	9,293	9,000	8,073	8,000		0%
200-48-6555	Street Tree Maintenance		-		-		#DIV/0!
200-48-7000	PW Contract Services	1,474	2,000	2,126	3,000		0%
200-48-7290	Street Sweeping	4,071	4,000	3,131	4,000		0%
200-48-7745	Royal Oaks North Curb Extension		-		-		#DIV/0!
200-48-7750	Woodlyn Lane Pavement Rehab.	-	-				#DIV/0!
200-48-7755	City Wide Slurry Seal		108,399	110,394			#DIV/0!
		26,110	135,399	139,561	24,000	360	2%
<b>SB1 Gas Tax Fund:</b>							
201-48-7745	Royal Oaks North Curb Extension				19,000		0%
201-48-7755	City Wide Slurry Seal		21,623	21,623	-		#DIV/0!
			21,623	21,623	19,000	-	0%
<b>Prop. A Fund:</b>							
203-00-7600	Sale of Prop. A Funds	80,000					
203-40-7625	Transit Services		9,000	8,449	9,000		0%
		80,000	9,000	8,449	9,000	-	0%
<b>Prop. C Fund:</b>							
	Staffing						
204-20-6030	Memberships & Dues	642		833	900		0%
204-40-7325	Transit Services	8,449	-	-	-		#DIV/0!
204-48-7745	Royal Oaks North Curb Extension				19,000		0%
204-48-7755	City Wide Slurry Seal		73,867	73,867			#DIV/0!
		9,091	73,867	74,700	19,900	-	0%
<b>Transportation Development Act Fund:</b>							
205-48-7720	Lemon/RO Horse Trail Project	7,142	30,000	30,000			#DIV/0!
205-00-7760	Return of Funds	220					#DIV/0!

## Expenditures

Account Description	2017-18 Actual	Amended 2018-19 Budget	2018-19 YTD 6/30/19	2019-20 Budget	2019-20	
					YTD @ 07/31/19	
	7,362	30,000	30,000	-	-	#DIV/0!
<b>Sewer Fund:</b>						
206-50-7600 Mt. Olive Drive Sewer Project	-	9,760	9,760	-		#DIV/0!
206-50-7601 Mt. Olive Lane Sewer Project	13,695	537,807	6,271	65,000		0%
206-50-7605 Lemon Ave. Project	103,816	-	-	580,000		0%
206-50-7606 Winston Ave Project	25,813	492,582	492,582	-		#DIV/0!
	143,324	1,040,149	508,613	645,000	-	0%
<b>STPL Fund:</b>						
208-48-7745 Royal Oaks North Curb Extension		-				
208-48-6555 Citywide Slurry Seal		32,774	32,774			#DIV/0!
		32,774	32,774	-	-	#DIV/0!
<b>Recycling Grant Fund:</b>						
209-35-7300 Recycling Education	4,500		5,000	5,000	-	0%
<b>Measure R Fund:</b>						
210-48-7755 City Wide Slurry Seal		88,763	11,400			#DIV/0!
210-48-7745 Royal Oaks North Curb Extension				14,000		0%
210-00-7760 Return of Funds			3,990			#DIV/0!
	-	88,763	15,390	14,000	-	0%
<b>Measure M Fund</b>						
212-48-6555 Citywide Slurry Seal	-	4,514	-		4,514	#DIV/0!
212-48-7745 Royal Oaks North Curb Extension				27,000		0%
212-48-7756 Bridge Repair		18,900	12,066			#DIV/0!
	-	23,414	12,066	27,000	4,514	17%
<b>Measure W Fund</b>						
213-42-7630 NPDES Stormwater Compliance				60,000		
<b>Citizen's Option for Public Safety (COPS) Fund:</b>						
215-23-7410 Contract Services Sheriff	145,020	95,500	73,198	100,000		0%
215-23-7411 Contract CSO Services & Supplies				55,000		0%
	145,020	95,500	73,198	155,000	-	0%
<b>Total Expenditures</b>	<b>2,684,586</b>	<b>2,892,174</b>	<b>2,053,147</b>	<b>2,858,667</b>	<b>66,470</b>	<b>2%</b>



*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: August 20, 2019

SUBJECT: **APPROVAL OF A PROFESSIONAL SERVICES AGREEMENT  
BETWEEN THE CITY OF BRADBURY AND MICHAEL BAKER  
INTERNATIONAL FOR THE CHADWICK RANCH ESTATES  
PROJECT**

ATTACHMENTS: 1. Professional Services Agreement: Planning Consultant – Chadwick Ranch Estates between the City of Bradbury and Michael Baker International

---

### SUMMARY

The City desires to retain the services for Michael Baker International for services related to land use entitlement for the Chadwick Ranch Estates project in the Bradbury foothills.

It is recommended that the City Council adopt the Professional Services Agreement between the City of Bradbury and Michael Baker International (Attachment #1) for land use entitlement services.

### DISCUSSION

On January 2019, the City solicited a bid from Michael Baker International for environmental review planning services for the Chadwick Ranch Estates project. The firm was already performing similar services for the City on an adjoining development, so there was a potential for the firm to continue their services for the Chadwick development. As such, Michael Baker submitted a proposal on January 11, 2019. Ultimately, the City decided to conduct a formal bidding process, and the City Council adopted a Professional Services Agreement with UltraSystems Environmental, Inc. on July 16, 2019. During the July 2019 meeting, the City Council also adopted an agreement with Nevis Capital, LLC

for fees and costs related to environmental, planning, engineering and legal services for the development.

Although the City decided not to utilize Michael Baker International for environmental review services, the City still desires to retain their staff for the land use entitlement services. The City feels that the land use entitlement staff from Michael Baker International possess an intimate knowledge of the City, since they had been working on processing the adjoining development. As such, a Professional Services Agreement has been drafted and is being recommended for adoption. Both the City and the developer of the Chadwick Ranch Estates project are in agreeance that retaining the Michael Baker International staff for entitlement services is beneficial for the expediency of the development project.

### **FINANCIAL ANALYSIS**

The July 16, 2019 adopted contract between the City and Nevis Capital, LLC outlines the agreement that the developer will pay for the land use entitlement services and any associated technical support staff. Therefore, adoption of the contract between Michael Baker International and the City of Bradbury has no significant financial impact to the City.

### **STAFF RECOMMENDATION**

It is recommended that the City Council adopt the Professional Services Agreement between the City of Bradbury and Michael Baker International (Attachment #1) for land use entitlement services.



# **ATTACHMENT #1**

**PROFESSIONAL SERVICES AGREEMENT  
PLANNING CONSULTANT – CHADWICK RANCH ESTATES  
(City of Bradbury / Michael Baker International)**

**1. IDENTIFICATION**

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

**2. RECITALS**

- 2.1 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 following professional services from a consultant: contract planner for the Chadwick Ranch Estates project which will include working on the Specific Plan for the same.
- 2.3 Consultant represents that it is fully qualified to perform such professional services by virtue of its experience and the training, education and expertise of its principals and employees. Consultant further represents that it is willing to accept responsibility for performing such services in accordance with the terms and conditions set forth in this Agreement.
- 2.4 Consultant submitted a proposal dated January 11, 2019 to the City for services related to both CEQA (Tasks 1 through 6) and land use entitlement services (Task 7). This Agreement is for services relating to Task 7 only.

**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 Task 7, which proposal is attached hereto as Exhibit A (the "Proposal") and incorporated herein by this reference.
- 3.2 "Approved Fee Schedule": The fees for the Services relating to Task 7 shall be as follows and billed as set forth in the attached Exhibit A. The fee for shall be \$160/hour for the Land Use Entitlement Manager and \$95/hour for technical support staff.
- 3.3 "Commencement Date": The date upon which the City provides written

notification, including e-mail notification, to commence Services.

- 3.4 "Expiration Date": The date upon which 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.
- 5.2 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.*).
- 5.3 During the term of this Agreement, Consultant shall not perform any work for another person or entity for whom Consultant was not working at the Commencement Date if such work would require Consultant to abstain from a decision under this Agreement pursuant to a conflict of interest statute.
- 5.4 Consultant represents that it has, or will secure at its own expense, all personnel required to perform the services identified in the Scope of Services. All such services shall be performed by Consultant or under its supervision, and all personnel engaged in the work shall be qualified to perform such services. Trayci Nelson shall be Consultant's Land Use Entitlement Manager and Albert V. Warot shall have direct responsibility for management of Consultant's performance under this Agreement. No change shall be made in Consultant's project administrator without City's prior written consent.

6. **COMPENSATION**

- 6.1 City agrees to compensate Consultant for the services provided under this Agreement, and Consultant agrees to accept in full satisfaction for such services, payment in accordance with the Approved Fee Schedule (Exhibit "A") and Section 5.1 of this Agreement above.
- 6.2 Consultant shall submit invoices for the services performed pursuant to this



Agreement no more than once a month, but at least every two months. The 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 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  
Telephone: (626) 358-3218  
Facsimile: (626) 303-5154

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

With courtesy copy to:

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



**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. This Agreement shall be governed and construed in accordance with the laws of the State of California.
- 19.8 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.



extent permitted by law. This Agreement shall be governed and construed in accordance with the laws of the State of California.

- 19.8 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: \_\_\_\_\_

Attest:

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

Approved as to form:

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

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

By: Al Warot  
Al Warot, Associate Vice President

Date: 8/16/19

# **EXHIBIT 'A'**

January 11, 2019

Kevin Kearney, City Manager  
**City of Bradbury**  
600 Winston Ave.  
Bradbury, CA 91008

**RE: Updated Proposal to Prepare an Environmental Impact Report and Conduct the Land Use Entitlement Processing for the Chadwick Ranch Estates Specific Plan**

Dear Mr. Kearney:

Michael Baker International is pleased to submit this updated proposal to prepare an Environmental Impact Report (EIR), pursuant to the California Environmental Quality Act (CEQA) for the Chadwick Ranch Estates Specific Plan. As the City has indicated that planning support may also be needed, this proposal also addresses potential land use entitlement services on an as-needed basis.

This proposal has been crafted to best meet the needs of the City and the project based on our experience working with the City, our understanding of the project, and the project setting.

This proposal includes the following elements:

- Updated Chadwick Ranch Estates project understanding
- CEQA and Planning Support proposed approach
- Proposed scope of work, including the peer review or preparation of appropriate technical reports and optional tasks the City and Applicant may want to consider
- An updated schedule for the CEQA process
- Proposed fee and rate schedule for services
- Proposed team of environmental and planning professionals

We welcome any questions or discussion from the City or the Project Applicant, and we are happy to make additional modifications to best suit your needs. Should you have further questions, please feel free to contact Peter Minegar at (951)-506-3523 or [Peter.Minegar@mbakerintl.com](mailto:Peter.Minegar@mbakerintl.com). Thank you for your consideration.

Sincerely,



John Bellas, LEED AP  
EIR Project Director



Peter Minegar  
EIR Project Manager



Trayci Nelson  
Land Use Entitlement Manager



## ***Proposal to Prepare an Environmental Impact Report for the Chadwick Ranch Specific Plan***

---

### **PROJECT UNDERSTANDING**

The City of Bradbury is in the San Gabriel Valley region of Los Angeles County and is bounded by Monrovia to the west, Duarte to the south and east, and the San Gabriel Mountains and U.S. Forest Service land to the north. The Chadwick Ranch Estates Specific Plan would create fifteen estate residential parcels, twelve lettered lots composed of a reservoir site, open space and debris basins. The residential estates would allow a primary home, other ancillary structures including garages, guest houses, and stables would also be permitted. For analysis purposes, Michael Baker assumes that the estimated size of the homes would be as follows: 30,000 square feet for the main residence and 2,500 square feet for a guest house. Private streets would be constructed to provide project access. Additionally, the approval of the proposed specific plan would be required.

The project site is in an undeveloped hillside area of the City. Adjacent features include a debris basin to the south, debris storage to west; in addition, flood control access roads traverse the project site. A wash is on the east side of the project site. Existing residences are to the east of the project site on the Duarte Ridge, and to the south within the City. Some of these existing residential sites would overlook the proposed project site. In addition, the proposed Oak View Estates Specific Plan, if approved, would be located west of the project site.

### **APPROACH**

#### **CEQA SUPPORT**

Michael Baker would provide environmental support to the City of Bradbury to assist the City in meeting the California Environmental Quality Act (CEQA) requirements for this project.

Based on our understanding of the project and the project site, the project is likely to meet the requirements for the preparation of an Environmental Impact Report (EIR) under CEQA. The scope of the EIR would be determined through agency and public input. However, Michael Baker anticipates the preparation of a generally comprehensive EIR with key topics to be addressed including:

- Geology and soils—slope stability
- Hydrology—flooding and erosion
- Land use—hillside development considerations
- Aesthetics—short-term (construction) and long-term visual impacts
- Biological resources—wildlife movement
- Hazards/Public services—wildland fire, access, and evacuation

EIR analysis will be supported by appropriate technical reports prepared or peer-reviewed by Michael Baker or its subconsultants. Michael Baker's assigned project manager Peter Minegar, will work as an extension of City staff, and be supported by a team of technical specialists. Project Director, John Bellas will provide key guidance, problem solving, and oversight to the project team, as needed.

#### **PLANNING SUPPORT**

Michael Baker is also prepared to support the City in its entitlement review process via as-needed planning support. Project support may include plan distribution and review, correspondence (completeness, AB 52, etc.), specific plan review, applicant coordination, etc. Trayci Nelson will serve as the lead Project Planner,





## ***Proposal to Prepare an Environmental Impact Report for the Chadwick Ranch Specific Plan***

acting as an extension of City Staff to process the land use entitlement application. Trayci will be supported by a team of Michael Baker Planners as-needed.

### **SCOPE OF WORK**

The project scope of work would involve the following major tasks in support of the CEQA process.

- Task 1 – Project Initiation
- Task 2 – Technical Reports
- Task 3 – Environmental Impact Report
- Task 4 – Final EIR
- Task 5 – Adoption and Certification Process
- Task 6 – Coordination and Project Management

In addition, this scope of work includes a description of project-specific planning support.

- Task 7 – Land Use Entitlement Processing

### **TASK 1 – PROJECT INITIATION**

#### **1A. KICKOFF MEETING AND PROJECT INITIATION**

Upon notice to proceed from the City, Michael Baker's will meet with City staff and the project applicant (as appropriate) to review the scope of work and schedule and to address any questions regarding the environmental process prior to commencement of work on the project. In addition, the following items will be addressed at this meeting and will be followed up by meeting notes and an action list based on decisions made at the meeting:

- Status of any ongoing technical studies and review and refinement of the scope of work
- Discussion of any potential roadblocks, schedule constraints, or "hot button" issues
- Identification of proper protocols for communication between Michael Baker, the City, and the applicant
- Site access process and scheduling

The Michael Baker team will also conduct a site visit (with the applicant and City staff as appropriate) to photograph key locations, document existing conditions, and gain overall familiarity with the project site and surroundings that will help frame the approach to EIR preparation.

#### **1B. INITIAL STUDY**

Michael Baker will prepare an administrative draft Initial Study for the project. The Initial Study will assist in providing information to the public in conjunction with the Notice of Preparation of Draft EIR (see Task 1C), and in screening out potential environment topics which the project has no, or low potential for creating significant impacts. The Initial Study will be based on information and analysis derived from existing technical reports, project plans, online records searches, aerial review and City provided information.

Michael Baker will prepare the Initial Study and submit it to City staff for review. Michael Baker will respond to one consolidated set of City comments on the Initial Study and submit the final Initial Study, suitable for publishing on the City's website, in conjunction with release of the NOP.



## ***Proposal to Prepare an Environmental Impact Report for the Chadwick Ranch Specific Plan***

---

### **1C. NOTICE OF PREPARATION**

Michael Baker will prepare a Notice of Preparation (NOP) that will identify the potentially significant effects of the project that require further analysis in the EIR. An electronic version of the draft NOP will be submitted to the City for review and comment. Michael Baker will incorporate comments and revisions into the NOP prior to distribution. Notice will include the following methods:

- Michael Baker will distribute the NOP to agencies via FedEx and residents that have requested notices via first-class mail. Up to 50 notices will be distributed.
- Michael Baker will prepare and distribute a postcard notice via first-class mail (postcard rate) to the Bradbury zip code (approximately 400 postcards)
- Michael Baker will provide a version of the NOP suitable for newspaper publishing by the City. The City will be responsible for publishing the notice with the newspaper.
- Michael Baker will submit the NOP to the State Clearinghouse with a Notice of Completion form.

### **1D. SCOPING MEETING**

Michael Baker will assist the City in conducting a scoping meeting during the 30-day NOP public review period. Michael Baker will facilitate the public meeting, including intake of public comments on the project. The following materials will be provided by Baker:

- A draft and final presentation
- Comment sheets, sign-in sheets, and speaker cards

Baker will summarize the comments received during the meeting, for agency consideration and documentation in the EIR.

### **TASK 2 – TECHNICAL REPORTS**

The Michael Baker team will review or prepare the following applicant-prepared technical studies (as specified in the subtask descriptions below):

- 2A. Biological Resources/Jurisdictional Delineation
- 2B. Hydrology and Water Quality
- 2C. Geotechnical Report
- 2D. Air Quality/Greenhouse Gas Assessment
- 2E. Noise Study
- 2F. Cultural Resources Assessment
- 2G. Arborist Report
- 2H. Traffic Memo
- 2I. Phase I Environmental Site Assessment
- 2J. Fire Hazard Analysis, Fuel Modification Plans

Following review of these studies, Michael Baker will draft “sufficiency” letters or memos for the City to review outlining the results of the peer review of all applicant-prepared technical studies. The purpose of these letters is to describe any deficiencies in the technical studies and to list any additional analyses that need to be conducted by the project applicant to provide adequate analysis to support the EIR. Michael Baker assumes that revisions to the technical studies will be performed by the project applicant and that





## *Proposal to Prepare an Environmental Impact Report for the Chadwick Ranch Specific Plan*

the revisions will satisfactorily address comments. We will notify the City if additional work and coordination is needed to resolve comments.

### **2A. BIOLOGICAL RESOURCES/JURISDICTIONAL DELINEATION**

Michael Baker will conduct a peer review of the previously prepared biological resources and jurisdictional delineation technical reports prepared for the project. Michael Baker will first verify the technical references/databases reviewed prior to conducting an on-site field investigation. In addition, any correspondence with the regulatory agencies, and any governing biological management plans (e.g., Habitat Conservation Plan(s), areas set aside for conservation) prepared for managing habitat in the general area will also be reviewed to ensure completeness and consistency of the information provided in the reports.

An on-site field investigation will be conducted to verify/confirm the biological resources and jurisdictional features documented in the biological resources and jurisdictional delineation technical reports. The field investigation will verify the extent of jurisdictional features within the applicable survey area, vegetation mapping, suitability of the habitat to support special-status plant and wildlife species, and proposed impacts to biological resources and/or jurisdictional features.

Michael Baker will prepare a peer review memorandum report that will include a comprehensive review of the prepared reports for technical accuracy, completeness of the impact assessment, consistency with any applicable management plans, and adequacy of any proposed mitigation measures and/or permit requirements.

### **2B. HYDROLOGY AND WATER QUALITY STUDY**

Michael Baker's stormwater team will perform a peer review of the applicant's hydrology study for the proposed project. We will review the hydrology report to ensure that it contains a review of existing documentation, watershed boundary delineation, existing conditions analysis, analysis of proposed hydrology, analysis of existing drainage facilities, potential impacts to existing drainage systems, and floodplain impacts. The report will be reviewed for consistency with the latest MS4 permit requirements. The review will include evaluation of the completeness of the discussion of 303(d) list pollutants and any associated TMDL requirements, Hydrologic Conditions of Concern (HCOC) requirements, appropriate sizing and locating of best management practices, and review of proposed low-impact development strategies. This scope includes only two reviews of the hydrology study and two comment memos based on the review. Additional reviews would require an addendum to the scope and fee.

### **2C. GEOTECHNICAL REPORT**

LGC Environmental will review the geotechnical report prepared by the applicant's consultant, for the Chadwick Ranch Estates Project, as well as readily available published topographic and geologic maps, geotechnical/geologic reports, and pertinent documents regarding the anticipated geologic conditions at the site. An experienced geologist from perform on-site reconnaissance level geotechnical/geologic observations of the existing surface conditions.

An analysis of data to address potential geotechnical/geologic and issues associated with the property, and to provide conclusions and recommendations regarding our peer review and evaluation of the geotechnical report by the applicant's consultant.

### **2D. AIR QUALITY AND GREENHOUSE GAS ANALYSIS**

Michael Baker will peer review the Air Quality Analysis and Greenhouse Gas Analysis that was prepared for the proposed project. The technical analysis should include an evaluation of construction and



## ***Proposal to Prepare an Environmental Impact Report for the Chadwick Ranch Specific Plan***

operational emissions at project and cumulative levels. An initial memo will be sent out that outlines the following:

- Review the air quality and greenhouse gas analyses, including a review of all modeling data and assumptions (the report should include electronic files of all computer models that were used for verification);
- Evaluate the adequacy of the methods used to conduct the various parts of the study in terms of professional standards, CEQA Guidelines, the South Coast Air Quality Management District's (SCAQMD) CEQA Guidelines;
- Evaluate the consultant's recommendations and conclusions based on CEQA Guidelines and other state and federal laws as applicable;
- Review the air quality analysis in light of the recent Friant Ranch project Supreme Court decision, and provide guidance to the Air Quality Consultant regarding any potential changes needed to address this decision in their analysis.
- Complete a letter report summarizing the adequacy (or inadequacies) of the technical report;
- Respond to comments made in response to the review of the technical report; and
- Conduct a brief review of the revised (final) report.

### **2E. NOISE ANALYSIS**

This scope of work entails the peer review of the Noise Analysis prepared for the proposed project. The Scope of Work includes the following:

- Review the Noise Study, including a review of the modeling data and noise measurements;
- Evaluate the adequacy of the methods used to conduct the various parts of the study in terms of professional standards and CEQA guidelines;
- Evaluate the consultant's recommendations and conclusions based on CEQA guidelines and other state and federal laws as applicable;
- Complete a letter report summarizing the adequacy (or inadequacies) of the technical report; and
- Respond to comments made in response to the review of the technical report; and
- Conduct a brief review of the revised (final) report.

### **2F. CULTURAL RESOURCES ASSESSMENT**

BCR Consulting will review the Cultural Resources study to analyze the document for adherence to standard cultural resources requirements under the California Environmental Quality Act (CEQA). A letter report and comments matrix will be produced and submitted to Michael Baker offering any recommendations to bring the document into compliance with the appropriate requirements. This Scope of Work assumes positive findings for up to one cultural resource (including a prehistoric or historic archaeological site, or a historic-period building) to be included in this review.

### **2G. ARBORIST REPORT**

As part of the peer review of the arborist report, we will confirm that the trees identified on and directly adjacent to the proposed project are inventoried and that their physical attribute information is recorded to include: 1) a numbered identification, 2) both a botanical name and common name by tree number, in addition to native/nonnative status, 3) location of tree by tree number, 4) diameter at breast height, and 5) health (e.g., good, fair, poor). The Arborist report should contain specific comments identifying trees proposed for preservation and trees proposed for removal (as necessary for hazard reduction or building





## *Proposal to Prepare an Environmental Impact Report for the Chadwick Ranch Specific Plan*

construction). The peer review memo will synthesize the important findings of the arborist report, provide recommendations if necessary, and confirm project compliance with the Bradbury Development Code, Chapter 118—Tree Preservation and Protection. Other aspects that will be ascertained will be:

1. Compliance with International Society of Arboriculture (ISA) standards
  - a. Stature and physical attributes: These typically include diameter at breast height (DBH), canopy form/spread, and tree height.
  - b. Health assessment: This includes signs of pest and environmental damage, as well as any apparent decay.
  - c. A risk assessment: Trees adjacent to local walkways and roads can present a potential hazard and liability. This report will describe any such hazard and provide reasonable measures for mitigation keeping public safety in mind.
2. Compliance with applicable local and regional regulation
  - a. Local designation of special status such as native, heritage or trees of particular significance
3. Inclusion of features typically provided compared to industry standards

### **2H. TRAFFIC MEMO OR STUDY**

Michael Baker's Traffic Team will prepare a peer review of a Traffic Impact Analysis document for the proposed project. It is assumed that the traffic analysis will include assessments of both the operations and construction phases. The peer review will determine if the traffic impact analysis has been prepared in conformance with the City guidance for preparation of traffic impact assessment and in accordance with City procedures for Implementing the State CEQA Guidelines, as applicable.

The technical peer review will determine the adequacy of the following key traffic study components:

- Coordination with City
  - Study area definition; current traffic counts, if applicable; project trip generation; and traffic forecasts
- Use of Required Analysis Methodologies
- Analysis Scenarios Addressed, if applicable
- CEQA Compliance
- Traffic Assessment
  - Level of Service analysis for intersections and roadway segments (where required)
  - Safety and operations improvement analysis
  - Proposed mitigation measures
  - Traffic signal warrant analysis, if applicable
  - Analysis of construction traffic activity

Deficiencies noted in the peer review will be documented and transmitted to the City for use in City's development review process with the applicant. This scope of work assumes one review of a draft traffic report. Additional reviews of updated reports can be addressed under an addendum.

### **2I. PHASE I ENVIRONMENTAL SITE ASSESSMENT**

Michael Baker will conduct a peer review and prepare a summary technical memorandum on the existing Phase I Environmental Site Assessment (ESA) prepared for the approximate 111.8-acre property located Assessor's Parcel Numbers (APNs) 8527-001-010, -005-001, and -005-004 (the subject site), in Bradbury,



## *Proposal to Prepare an Environmental Impact Report for the Chadwick Ranch Specific Plan*

California. The purpose of the review is to confirm the adequacy of the Phase I ESA for the purposes of incorporation into the CEQA Document. Based on the documentation provided in the Phase I ESA, Michael Baker will discuss the findings, opinions, and conclusions made in the Phase I ESA. This Task does not include a Michael Baker site inspection, interviews, review of public records, or completion of other ASTM International (ASTM) Standard Practice E 1527-13 areas that may or may not be present in the Phase I ESA document during the peer review. Michael Baker shall provide one (1) electronic copy (PDF format) of the Phase I ESA Peer Review Memorandum for Client submittal approximately two weeks from the date of receipt of authorization to proceed. Michael Baker assumes that all plans, documents, and other products (ownership information) in the possession of the Client, including the Phase I ESA, will be available to Michael Baker at time of authorization to proceed. This scope of work excludes completion of the ASTM Standard Practice E 1527-13. Subsurface exploration, geologic mapping, asbestos sampling, laboratory testing of soil or water samples, and operations/inventory review of adjacent uses will not be performed in connection with this scope of work.

### **2J. FIRE HAZARD ANALYSIS / PROTECTION PLAN**

Dudek Consulting will complete a Fire Hazard Analysis for the proposed project. The project is in a wildland fire area with steep topography and limited access. Given the recent severe impacts of fires in California this topic is garnering attention and scrutiny. A focused technical study on the subject, is useful in providing substantial evidence to support the analysis of wildland fire hazard, emergency evacuation, and emergency access.

Dudek fire protection planners will review the provided fire protection plan. It's assumed that the report would assess the site and its fire hazards, discuss the project and its fire protection feature, include fire behavior modelling and fire response assessment, emergency access, fuel mod requirements, and consistency with emergency plans. A more in-depth assessment may require additional review effort beyond what is assumed here. Dudek will review site plans and relevant information including grading plans (no field visit will be conducted); will conduct a peer review of the fire hazard and provide comments regarding its adequacy, specificity, and fulfillment of LA County requirements.

All technical studies findings will be summarized in a memo and provided to the City for review.

## **TASK 3 - ENVIRONMENTAL IMPACT REPORT (EIR)**

### **3A. PREPARE ADMINISTRATIVE DRAFT EIR**

Michael Baker will prepare an administrative Draft EIR for review by City staff. The EIR will include all the components required by CEQA, including a summary, a project description, a description of the environmental setting, a discussion of both project-specific and cumulative environmental impacts (by topic), mitigation measures, and an alternatives analysis in which up to three alternatives (including the No Project Alternative) will be considered. The EIR will be prepared in accordance with CEQA, the most recent Guidelines for the Implementation of CEQA, applicable CEQA case law, and City guidelines.

Beyond the technical aspects of preparing the CEQA document, our approach is to prepare a reader-friendly EIR that clearly explains why impacts are deemed less than significant, less than significant with mitigation, or significant and unavoidable. To accomplish this, we will use a combination of narrative, figures, photographs, maps, tables, and other visual aids. We believe that our reader-friendly approach will greatly aid the City in meeting two of the core purposes of CEQA—informing the public about the environmental impacts of the project and allowing decision-makers to consider the project's environmental consequences before deciding whether to approve the project.

The major chapters and areas of concern to be addressed in the EIR are outlined below.





## ***Proposal to Prepare an Environmental Impact Report for the Chadwick Ranch Specific Plan***

---

### **Executive Summary**

The Executive Summary will include a summary description of the proposed project and project alternatives as well as a table showing the complete text of mitigation measures identified in the EIR. Areas of controversy and issues to be resolved will also be discussed as part of this section.

### **Introduction**

This Introduction section will identify the type and purpose of the EIR, the scope of the EIR, effects found not to be significant, and the definition of baseline and significance criteria. Project background and history will be discussed, and terms used throughout the analysis will be defined. An overview of the project and the CEQA process will also be included.

### **Project Description**

This project description will provide a project description consistent with the requirements of State CEQA Guidelines Section 15124. The chapter will consist of a detailed description of the proposed project, including construction and operational activities.

The project description will clearly describe the location of the project, study area characteristics (e.g., surrounding land uses), project objectives, and project characteristics. Intended uses of the EIR will be included, as well as a list of required permits and approvals. Other agencies using the EIR and consultation requirements will be identified. Figures including the project's regional location and a site plan depicting proposed uses will be prepared.

### **Environmental Setting, Impacts, and Mitigation Measures**

This is the focal chapter of the EIR and will include separate sections for each environmental topic area, as well as a discussion of assumptions developed in consultation with the County. This chapter will also include a list of projects or growth projections developed in consultation with the City that will be the foundation of the cumulative impact analysis in each section.

Each section in this chapter will be formatted so that the impact statements and corresponding mitigation measures will stand out from the text for clarity and ease of reference. Findings will be made as to the level of significance of each impact after mitigation. Each environmental section will consist of the following components:

- Full description of the baseline environmental setting
- Description of regulatory setting, including applicable local, state, and federal laws, regulations, and policies
- Identification of the applicable standards of significance
- Description of the methodology used for conducting the analysis
- Identification and discussion of direct, indirect, and cumulative impacts associated with project implementation
- Mitigation measures, including timing and enforcement responsibility

Based on our preliminary evaluation of the project, we assume that a fairly comprehensive EIR will be required involving the following topics:

- |                        |                               |
|------------------------|-------------------------------|
| ▪ Aesthetics           | ▪ Hydrology and water quality |
| ▪ Air quality          | ▪ Land use and planning       |
| ▪ Biological resources | ▪ Noise                       |



## ***Proposal to Prepare an Environmental Impact Report for the Chadwick Ranch Specific Plan***

- Cultural Resources
- Geology and soils
- Greenhouse gas emissions
- Hazards and hazardous materials
- Fire Hazards
- Public Services
- Transportation
- Tribal cultural resources
- Utilities and service systems

In addition, it is assumed that the City or Applicant would provide key utility and plan of service information to support the EIR. Michael Baker can contact utilities to confirm service assumptions.

### **Effects Determined Not to Be Significant**

To satisfy CEQA requirements (CEQA Guidelines Section 15128), the EIR will briefly discuss these topics in a section titled Effects Determined Not to Be Significant, largely based on the content in the Initial Study. It is assumed that agriculture and forestry, mineral resources, population and housing, and recreation, and topics related to airports/air fields would not require detailed evaluation.

### **Alternatives**

Michael Baker will prepare a separate chapter in which we will discuss alternatives and identify alternatives considered and eliminated from further consideration, as well as alternatives selected for more detailed analysis. Pursuant to CEQA Guidelines Section 15126.6, we will prepare an analysis of a “reasonable range” of alternatives. Michael Baker will coordinate with City staff and the project applicant, as appropriate, in the development of feasible alternatives to the proposed project, in addition to the CEQA-required No Project Alternative.

The analysis will focus on alternatives that avoid or minimize environmental effects as compared to the proposed project while achieving the project’s primary objectives. Therefore, the objectives contained in the project description must be crafted with care in consultation with the City and the applicant.

### **Other CEQA Requirements**

The EIR will include the other required chapters, including growth-inducing impacts of the project, and a summary of the project’s significant and unavoidable impacts.

### **Report Preparers and References**

This chapter will identify the authors of the report, including City staff, technical report authors, and the Michael Baker team. It will also include reference to all persons, agencies, and resource documents and correspondence used in preparation of the EIR.

### **Appendices**

The appendices will include a copy of the NOP and comments on the NOP. All technical reports will also be included as appendices to the EIR.

### **Deliverables:**

- Administrative Draft EIR: Michael Baker will submit the administrative Draft EIR to the City, including all appendices and exhibits.

### **3B. DRAFT EIR**

As noted above, Michael Baker will provide the City with administrative and screencheck versions of the Draft EIR for review. We will tag substantive comments for discussion. Our project manager will then meet in-person, or via team conference call, with City staff, as necessary, to discuss comments on the





## ***Proposal to Prepare an Environmental Impact Report for the Chadwick Ranch Specific Plan***

administrative draft and/or screencheck draft. After addressing the City's comments, Michael Baker will submit the completed Draft EIR to the City.

### ***Deliverables:***

- Michael Baker will submit up to 5 printed copies of the Draft EIR to the City, with technical appendices to be provided electronically on CD. In addition, Michael Baker will provide the Draft EIR to the City electronically, in both printable and web-friendly formats.

### **3C. CIRCULATION OF THE DRAFT EIR AND PUBLIC NOTIFICATION**

Once the Draft EIR is completed, Michael Baker will circulate the document for public review. This task includes submitting an NOC, 15 copies of the document's executive summary, and 15 electronic copies of the Draft EIR to the State Clearinghouse. Michael Baker will also prepare a Notice of Availability (NOA) of the Draft EIR and post the NOC/NOA with the County Clerk. In addition, Michael Baker will distribute the NOA and EIR (as appropriate) to recipients of an approved distribution list.

### ***Deliverables:***

- Michael Baker will submit the draft and final versions of the NOC/NOA to the City electronically.
- Michael Baker will file the NOC/NOA with the County Clerk.
- Michael Baker will mail the NOA to up to 50 recipients.
- Michael Baker will submit the NOC/NOA, 15 printed copies of the executive summary of the Draft EIR, and 15 electronic copies of the Draft EIR and technical appendices to the State Clearinghouse.

## **TASK 4 – FINAL EIR**

### **4A. RESPONSE TO COMMENTS AND CHANGES TO THE EIR**

Following completion of the public review period on the Draft EIR, Michael Baker will prepare responses to all environmental-based comments received on the Draft EIR. Responses will generally emphasize analysis in the Draft EIR and technical reports and be commensurate with the level of detail in the comment, as appropriate.

Any changes to the text of the EIR will be summarized in an Errata section of the Final EIR. Michael Baker will identify the revisions to the Draft EIR in a strikeout/underline format.

An administrative draft version of the response to comments will be submitted to the City for review. If warranted, Michael Baker's project manager may attend a meeting with City staff to discuss substantive comments on the administrative version of the response to comments. We will make all appropriate revisions and submit a screencheck iteration of the response to comments to the City for final approval. Upon City approval, Michael Baker will distribute the responses to comments to all commenting agencies and will incorporate the responses into the final EIR.

### ***Deliverables:***

- Administrative Draft Final EIR including response to comments and Errata changes to the Draft EIR - electronic submittal
- Screencheck Final EIR - electronic submittal
- Distribution of the Final EIR to commenting agencies via FedEx



## ***Proposal to Prepare an Environmental Impact Report for the Chadwick Ranch Specific Plan***

---

### **4B. MITIGATION MONITORING AND REPORTING PROGRAM**

Michael Baker will prepare an MMRP for the project pursuant to Section 15097 of the CEQA Guidelines. Michael Baker will submit an administrative version of the MMRP to the City for review and comment. We will make all appropriate revisions and submit a screencheck iteration of the MMRP to the City for final approval.

#### ***Deliverables:***

- Draft and Final versions of the Mitigation Monitoring and Reporting Program – electronic submittal

### **4C. FINDINGS AND STATEMENT OF OVERRIDING CONSIDERATIONS**

If desired, Michael Baker is available to prepare Findings in accordance with State CEQA Guidelines Section 15091 for each effect identified in the EIR. Project alternatives will also be discussed. A Statement of Overriding Considerations will be prepared, if necessary, describing the City's rationale for approving the project in light of any unavoidable significant impacts.

#### ***Deliverables:***

- CEQA Findings and Statement of Overriding Considerations – electronic submittal

## **TASK 5- ADOPTION / CERTIFICATION PROCESS**

### **5A. PUBLIC HEARINGS**

Michael Baker will prepare for and attend up to two Planning Commission meetings and two City Council meetings in support of the consideration of the EIR. Michael Baker can present a summary of the EIR if desired and will be prepared to address agency and public comments raised at the agency meetings.

#### ***Deliverables:***

- Attendance of Michael Baker's project manager at four public hearings.
- Attendance of appropriate Michael Baker team members at public hearings (a maximum of 36 total hours of meeting attendance).

### **5B. NOTICE OF DETERMINATION**

Michael Baker will prepare an NOD in accordance with CEQA Guidelines Section 15094 and file it with the County Clerk. Michael Baker will file the NOD within five days of adopting the MND or certifying the EIR to establish a 30-day statute of limitations. Payment of the required California Department of Fish and Wildlife fees is not included in our proposed fee.

#### ***Deliverables:***

- Michael Baker will file the NOD with the County Clerk.

## **TASK 6 – COORDINATION AND PROJECT MANAGEMENT**

### **COORDINATION MEETINGS**

Michael Baker's project manager will develop a regular meeting schedule with City staff and the applicant team to coordinate on project status and action items throughout the project. It is assumed that these check-in meetings will be conducted via conference call or our WebEx software that allows us to share our computer screen with participants to collaboratively review documents. It is expected that these





## *Proposal to Prepare an Environmental Impact Report for the Chadwick Ranch Specific Plan*

meetings will occur at monthly, with more frequent calls necessary during project ramp-up and critical review and comment cycles. Michael Baker assumes coordination meetings would be conducted on a time and materials basis. As a preliminary estimate, an initial estimate of 20 hours of meeting time has been included.

### **PROJECT MANAGEMENT**

This task also includes management associated with the administration of the project including preparation of progress reports and invoices, update of schedules, project setup/closeout, etc. Michael Baker assumes project management and meetings would be conducted on a time and materials basis. As a preliminary estimate, an initial estimate of 20 hours of meeting time has been included.

### **TASK 7 - LAND USE ENTITLEMENT PROCESSING FOR CHADWICK RANCH ESTATES**

Michael Baker is proposing to perform land use entitlement processing services for the Chadwick Ranch Estates development project. As an extension of City staff, the services would include processing the Specific Plan and accompanying Tentative Map for Planning Commission and City Council consideration and action.

The specific land use entitlement processing services to be performed by our staff, in serving as an extension of City staff, are as follows:

- Conduct project site visits and communicate directly with the applicants regarding the specific requirements and/or information necessary to process the Specific Plan and Tentative Map;
- Review the Specific Plan and Tentative Map for compliance with the City's General Plan, Zoning Ordinance, and the development standards set forth therein, and any applicable design guidelines (e.g., hillside development ordinance), as well as the State Subdivision Map Act;
- Coordinate the City's interdepartmental review of the proposed project, and include the Bradbury Community Services District in the process;
- Meet with the applicants to discuss the project and any suggested design changes, as necessary;
- Review and Revise Specific Plan
- Coordinate the processing of the Environmental Impact Report;
- Prepare staff reports, including conditions of approval and recommendations, for consideration and action by the Planning Commission and City Council;
- Prepare Planning Commission and City Council resolutions and/or ordinances related to the proposed project;
- Prepare and coordinate the posting, publication and mailing of all required public notices;
- Coordinate the distribution of project-related documents to outside agencies, as required;
- Schedule and conduct public workshops, as deemed necessary;
- Schedule and conduct public hearings before the Planning Commission and City Council;
- Coordinate the preparation and filing of all required notices with the State Clearinghouse and Los Angeles County Clerk; and
- Perform other related duties, as assigned or requested by the City Manager.



## *Proposal to Prepare an Environmental Impact Report for the Chadwick Ranch Specific Plan*

---

### **MASTER ASSUMPTIONS**

This proposal has been developed based on the following master assumptions:

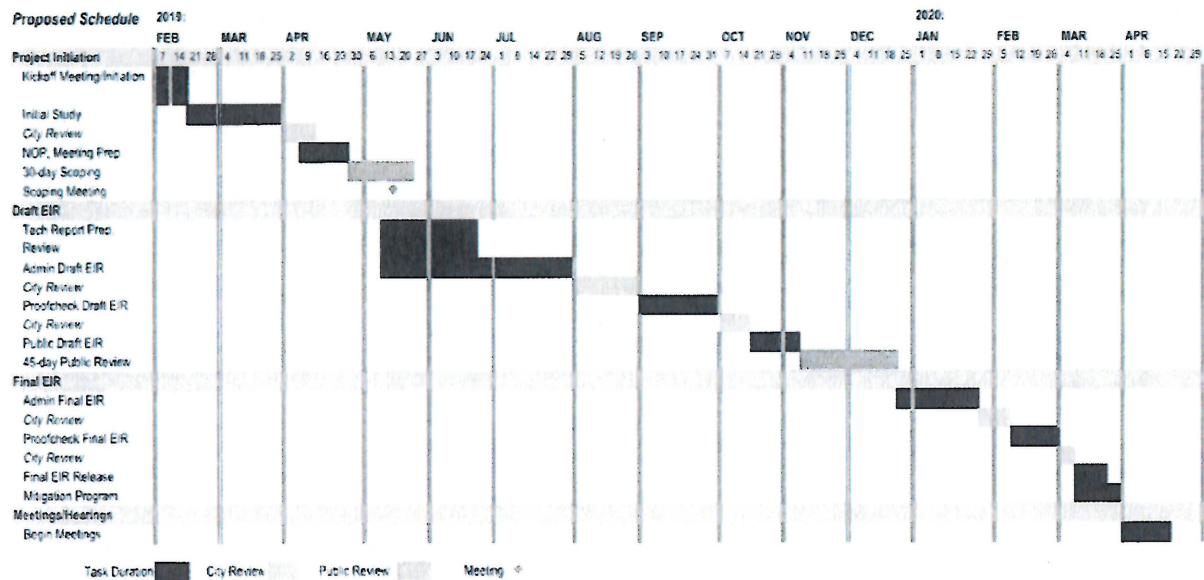
- Michael Baker assumes that no technical studies other than those identified in the proposed scope of work provided herein will be required to complete the CEQA documentation for the project. If additional technical studies become necessary, Michael Baker would be available to conduct the studies pursuant to the mutual agreement of the City and Michael Baker.
- Michael Baker has included up to 75 hours of professional staff time for responding to comments on the Draft EIR. If an unexpected level of effort is needed to respond to comments and additional staff time becomes necessary, we would develop a strategy for responding to comments in concert with the City.
- Michael Baker has included one City review of administrative draft versions of all documents included in our scope of work, as well as one proof-check draft version of the Draft EIR. Should multiple reviews beyond those included in our scope of work be requested by the City, additional Michael Baker staff time may be necessary beyond the established budget. Should such a scenario arise, we would work with the City to seek mutually agreeable budget augmentation.
- Michael Baker assumes that the project description will not substantively change during the assignment. Should the project description change during work, additional Michael Baker staff time may be necessary beyond the established budget to revise/update the document and the analysis. Should such a scenario arise, we would work with the City to seek mutually agreeable budget augmentation.
- Direct costs include printing, postage, and travel which may include mileage and meals. Mileage is charged based on travel from an employee's regular work location, usually a local office.



## Proposal to Prepare an Environmental Impact Report for the Chadwick Ranch Specific Plan

### PROJECT SCHEDULE SUMMARY

A representative project schedule is identified below, and illustrates an NOP release date in the spring of 2019, public release of the Draft EIR in the fall of 2019, and agency hearings commencing in the spring of 2020. A more aggressive schedule may be possible depending on the availability of key information and technical reports at the commencement of the project. Potential schedule constraints and opportunities will be further discussed at the project kickoff meeting.







## Proposal to Prepare an Environmental Impact Report for the Chadwick Ranch Specific Plan

### PROPOSED BUDGET

The below table details our proposed fee the primary environmental services outlined in our scope of work. Work would be billed monthly, on percent complete by task basis.

TASKS AND SUBTASKS	SUBTASK FEE	TASK FEE
<b>TASK 1 - Project Initiation</b>		<b>\$33,100</b>
A. Kickoff Meeting and Project Initiation	\$5,100	
B. Initial Study	\$14,000	
C. Notice of Preparation	\$8,500	
D. Scoping Meeting	\$5,500	
<b>TASK 2 - Peer Review of Technical Reports</b>		<b>\$39,530</b>
A. Biological Resources/Jurisdictional Delineation	\$5,400	
B. Hydrology and Water Quality Study	\$7,750	
C. Geotechnical Report	\$3,000	
D. Air Quality / Greenhouse Gas Study	\$5,520	
E. Noise Study	\$2,900	
F. Cultural Resources Assessment	\$1,680	
G. Arborist Report	\$2,600	
H. Traffic Memo	\$4,380	
I. Phase I ESA	\$1,900	
J. Fire Hazard Analysis and Fuel Modification Plans	\$4,400	
<b>TASK 3 - Environmental Impact Report (EIR)</b>		<b>\$64,400</b>
A. Administrative Draft EIR	\$45,800	
B. Draft EIR	\$13,500	
C. Circulation of the Draft EIR and Public Notification	\$5,100	
<b>TASK 4 - Final EIR</b>		<b>\$27,200</b>
A. Response to Comments and Changes to the DEIR	\$21,500	
B. Mitigation Monitoring and Reporting Program	\$1,200	
C. Findings and Statement of Overriding Considerations	\$4,500	
<b>TASK 5 - Adoption/Certification Process</b>		<b>\$9,000</b>
<b>TASK 6 - Coordination Meetings and Management (T&amp;M)</b>		<b>\$6,000</b>
<b>Total Professional Fees</b>		<b>\$179,230</b>
Direct Costs (printing, postage, mileage, etc.)		\$7,500
<b>Total Fee for Environmental Services</b>		<b>\$186,730</b>



## *Proposal to Prepare an Environmental Impact Report for the Chadwick Ranch Specific Plan*

### **LAND USE ENTITLEMENT PROCESSING**

Land use entitlement work will be billed on time and materials basis and the rates identified below.

TASKS AND STAFF	RATE
<b>TASK 7 - Land Use Entitlement Processing</b>	
Land Use Entitlement Manager - Hourly Based	\$160 per/hour
Land Use Entitlement Technical Support Staff - Hourly Based	\$95 per/hour

### **KEY PERSONNEL**

Michael Baker offers John Bellas and Peter Minegar to the City of Bradbury to serve as the project director and project manager for the Chadwick Ranch Specific Plan EIR.

John, a recognized CEQA expert in the Los Angeles area, has 20 years of experience in the preparation and management of environmental review documents pursuant to CEQA and NEPA. Notably, he has managed the preparation of numerous environmental documents for projects in the San Gabriel Valley, including hillside development.

Peter has 6 years of CEQA experience covering numerous project types and geographies, with a marked emphasis on controversial projects, including residential developments, infrastructure projects, and General Plan amendments. Peter will serve as the primary contact to the City, and as both the internal and external manager for the project. Peter will review and edit all portions of the CEQA documents, so they read with a single voice. John will provide key technical oversight for the Michael Baker project team, and ensure the team has what is needed to successfully deliver services to the City.

Michael Baker offers Trayci Nelson to provide planning support for the project. Trayci has more than 30 years of experience in both current planning and environmental analysis. As a highly experienced project manager, she has provided current planning services to several cities throughout Los Angeles County, Orange County, Ventura County, and the Inland Empire. She has written numerous, ordinances, code amendments, specific plans, design guidelines and other regulatory documents necessary for facilitating development. One of her most recent public-sector planning assignments has been with the City of El Segundo Planning and Building Safety Department, where she has served as a project manager for multiple high-profile development projects over the last ten years including Mattel, Chevron, Boeing, and D.R. Horton Homes.

John, Peter and Trayci will be supported by a talented team of Michael Baker environmental planners and technical analysts who will craft EIR chapters from peer-reviewed and approved technical reports, assist in the land use entitlement processing and prepare all public notices and other required documents such as the Mitigation Monitoring and Reporting Program.

Michael Baker is further supported by key subconsultants in the areas of geology, cultural resources, and fire.

An organizational table of our team is follows.





***Proposal to Prepare an Environmental Impact Report  
for the Chadwick Ranch Specific Plan***

**City of Bradbury**

**MICHAEL BAKER INTERNATIONAL TEAM**

**John Bellas**

Project Director

**Peter Minegar**

Project Manager

**Other CEQA Support**

Renee Gleason-Hoppe

Emily Elliott

**Air and Noise**

Eddie Torres

Alex Pohlman

**Biological Resources**

Tom Millington

**Traffic and Circulation**

Carla Dietrich

**Hazardous Materials**

Kristen Bogue

**Geographic Information Systems**

Kendell Hillis

**Land Use Entitlement**

Tracy Nelson, Entitlement Manager

**SUBCONSULTANT SUPPORT**

**Geology and Soils**

Robert Gregorek of LGC

**Fire Protection Planning**

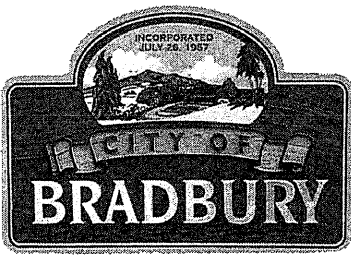
Michael Huff of Dudek

**Cultural Resources**

David Brunzell of Brunzell Cultural Resources

**Protected Trees**

George Wirtes of Golden State Tree Assessment



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

## City of Bradbury Agenda Memo

TO: Honorable Mayor and Members of the City Council

FROM: Scarlett Santos Leon, Management Analyst

DATE: March 19, 2019

SUBJECT: **Appointment of Applicant to Public Safety Committee Primary Seat for District 5**

ATTACHMENTS: 1. Public Safety Committee Application

---

### **SUMMARY**

Nancy McGrain expressed interest in joining the Public Safety Committee. Currently, the Primary seat for District 5 is filled by Mr. Aaron Dunst while the Alternate seat is vacant.

Staff recommends that the City Council confirm the appointment of Ms. Nancy McGrain as the Primary member and the vacant Alternate seat be filled by Mr. Aaron Dunst for both terms ending in June 2021. The District 5 councilmember has reviewed and approved the appointment of the applicant and switching of the PSC member seats.

### **ANALYSIS**

According to Ordinance No. 361, the Public Safety Committee (PSC) shall consist of five (5) primary and five (5) alternate members: two (2) members from each district, appointed by the member of the City Council representing the district.

On August 13, 2019, Staff received Ms. Nancy McGrain's application expressing her interest to be a member for District 5 in the PSC. Ms. McGrain is an active volunteer that has attended every meeting since the PSC first met in February 2019 and has assisted in various projects including taking inventory of the emergency supply shed, putting together community survey mailers, and most recently providing outreach during Bradbury Night Out.

Ms. McGrain's attendance has been more consistent than Mr. Dunst's; as such, Staff recommends her appointment to fill the Primary member seat and Mr. Dunst fill the vacancy for the remainder of the term, which ends in June 2021. Additionally, the application and the switch has been reviewed and endorsed by the District 5 Councilmember.

#### **FINANCIAL REVIEW**

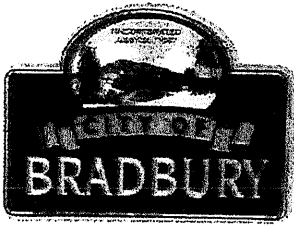
The appointment of a new PSC member for District 5 will have no financial impact on the City.

#### **STAFF RECOMMENDATION**

Staff recommends that the City Council confirm the appointment of Ms. Nancy McGrain as the Primary member and the vacant Alternate seat be filled by Mr. Aaron Dunst for the term ending in June 2021.



# **ATTACHMENT #1**



## City of Bradbury

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

### Application for Commissions and Committees

Position Applied For: District 5 PSC member

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

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

#### General Information

Full Name: McGrain Nancy Date: 8/13/19  
Last First M.I.  
Address: Bradbury Road  
Street Address  
Bradbury Council District 1 2 3 4 (5)  
City Ca 91008  
Phone: ( ) State ZIP Code  
Business Phone: ( ) E-mail Address:

Spouse Name: single

Number of Years as Resident:

**Statement of Interest:** I have been a resident for 27 years and enjoyed many aspects of the City of Bradbury - the quiet rural life and the friendly neighborhood. I am very interested in participating in making the City safer, and the citizens more aware of their neighbors and their diverse backgrounds and needs - for caring for each other particularly in times of emergencies

#### Education - Please Reference Specific Job Posting to Determine Minimum Educational Requirements

High School: John Muir High School Address: Lincoln Avenue, Pasadena  
From: To: Did you graduate? YES ☒ NO ☐ Degree:  
College: UCLA Address: Westwood, Calif.  
From: To: Did you graduate? YES ☒ NO ☐ Degree: Liberal Arts

#### Employment

Company: retired Phone: ( )  
Address:  
Job Title:  
Responsibilities:

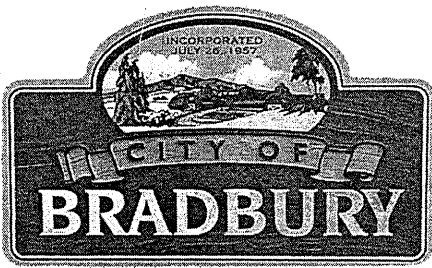
#### Military Service

Rank at Discharge: Branch:

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

Signature Nancy McGrain Date 8/15/19

For Office Use Only Received by Assisted Date



*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: August 20, 2019

SUBJECT: **INCREASE OF THE CITY MANAGER'S PER TRANSACTION  
LIMIT FOR THE CITY CREDIT CARD**

ATTACHMENTS: 1. Credit/Purchase Card Policy

---

### SUMMARY

Staff has fielded interest from member(s) of the City Council to increase the City Manager's credit card per transaction limit to \$2,000 from the current \$1,000 amount to cover larger purchases that have been occurring over the last few months.

It is recommended that the City Council review the current Credit/Purchase Card Policy (Attachment #1) and increase the City Manager's credit card per transaction limit to \$2,000.

### DISCUSSION

Pursuant to the current Credit/Policy Card Policy, which as adopted on August 15, 2017, the City Manager's current per transaction limit is \$1,000 with a \$4,000 30-day limit.

Over the past few months the City Manager has had to cover large purchases over \$1,000 on a personal credit card and request for reimbursement. Recent examples of the large purchases made were the Appreciation Event at 38 Degrees a few months back and last month's over \$1,500 Home Depot bill for City Hall disaster supplies.

Staff has fielded interest from member(s) of the City Council to increase the per transaction limit to \$2,000 to ensure these larger purchases are placed on a City credit card instead of a personal credit card. The idea is that a large reimbursement check addressed to the City Manager on the monthly Demands & Warrants may not be as

transparent as the City credit card statement included in the monthly City Council reports, which provides a line-item of each transaction occurring.

The proposed request to increase the City Manger's per transaction limit has been reviewed with the City Treasurer, and she found no issue with it.

### **FINANCIAL ANALYSIS**

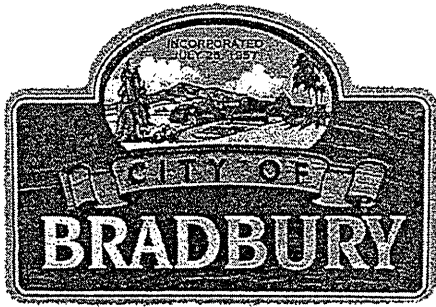
This proposed recommendation does not have significant budget or fiscal impacts to the City.

### **STAFF RECOMMENDATION**

It is recommended that the City Council review the current Credit/Purchase Card Policy (Attachment #1) and increase the City Manager's credit card per transaction limit to \$2,000.



# **ATTACHMENT #1**



Administrative Policy Manual

Policy No: 16-01

Date: August 15, 2017

Approved: *K. K.*

**SUBJECT: CREDIT/PURCHASE CARD POLICY**

**PURPOSE:** To establish a uniform policy and procedure for the use of City Credit/Purchase Cards to procure goods.

---

### **GENERAL POLICY:**

The purpose of this administrative regulation is to establish policies under which City staff may use City credit/purchase cards to purchase goods and services on behalf of the City and incur certain expenditures, as authorized by this regulation. This regulation is intended to ensure that the use of credit/purchase cards is accomplished in accordance with City ordinances and rules, and that appropriate internal controls are established with using credit/purchase cards so that they are used only for authorized purposes in accordance with this regulation. The establishment of use of credit/purchase cards is to provide a convenient method of purchasing and reduce the need for checks and the use of petty cash.

### **PROVISIONS:**

#### **1. Applicability**

This administrative regulation applies to selected employees who have been identified to use credit/purchase cards. The decision to approve and recommend issuance of a credit/purchase card will be made jointly by both the City Council and City Manager, in accordance with this Administrative Regulation and other financial policies and procedures.

The Finance Director will be responsible for administering the Credit Card program and will not be a cardholder. In all cases, City staff is expected to exercise good judgment and follow all requirements in this Administrative Regulation in the type of purchases and expenses incurred while using a City credit/purchase card. All cardholders will also acknowledge the CAL-Card Policy and must sign that they will abide by the policy (ATTACHMENT A).

If an employee covered under this administrative regulation has questions regarding this policy, the employee can contact the City Manager, Finance Director, or Mayor.

#### **A. THE CREDIT/PURCHASE CARD**

The City Manager is responsible for, and shall do the initial approval for the use of a credit/purchase card by individual staff members. The credit/purchase card will include the authorized user's name, City's name, City's account number and

expiration date. The card contractor will have no individual cardholder information, other than the cardholder's work address. No credit records, social security numbers, etc. of the designated credit/purchase cardholder are maintained, except those required by law.

## **B. Cardholder Spending Limits**

1. Each cardholder has been provided a set maximum dollar amount for each single purchase ("Single Purchase Limit"), and a total for all purchases made with a credit/purchase card within a given billing cycle (30-Day Limit). Each time a cardholder makes a purchase with his/her card, these limits will be checked, and the authorization request will be declined should the amount exceed those amounts. The City's limits per purchase are as follows:

	<u>Per Transaction:</u>	<u>30-Day Dollar Limit:</u>
City Manager	\$1,000	\$4,000
City Clerk	\$400	\$1,500
Management Analyst	\$400	\$1,500

2. The credit/purchase card is to be used for City purchases ONLY. It may not be used for personal purchases or expenses, even if the employee subsequently reimburses the City.
3. Notwithstanding the procedures and limits in this Administrative Regulation, all applicable budget and purchasing limits and authorization requirements continue to apply. Employees are responsible for assuring that their purchases are within their authority and within all applicable limits regardless of the fact that the credit/purchase cards may be accepted by a vendor or the card issuer for a particular transition.

## **C. Cardholder Responsibility**

The credit/purchase card that the cardholder receives has his/her name embossed on it and may be used only by that cardholder. No other person is authorized to use the card. Any authorized or unauthorized use of the card is the employee's responsibility, except in cases where the card is lost or stolen.

If any employee should lose or have their credit/purchase card stolen, it is the responsibility of the employee/cardholder to immediately notify the credit/purchase card issuer. The telephone number of the credit/purchase card issuer will be provided to the employee when the credit/purchase card is issued.

In addition to notifying the credit/purchase card issuer, the cardholder must notify the City Manager of the lost or stolen credit/purchase card immediately after discovery of the loss or theft of the card.

#### **D. Documentation, Reconciliation and Payment Policy**

Any time a purchase is made with the credit/purchase card, whether done over the counter, by telephone or via the internet, a receipt or other similar document shall be submitted to the City Clerk for the reconciliation of the purchase. The receipt or other similar document can be used to verify the purchases shown on the cardholder's monthly statement. The receipt should be kept in accordance to the City's record retention policy for financial records. If for any reason the cardholder does not have the documentation of the transaction to provide with the statement, the cardholder should attach an explanation that includes a description of the item so that the City Manager can make informed decisions as to their approvals of the credit/purchase card transaction.

#### **E. Card Restrictions**

The following list sets forth prohibited purchases with the credit/purchase cards:

1. Rental or lease of land or buildings
2. Purchase of telephone services
3. Gambling, betting
4. Securities, insurance
5. Political or religious organizations
6. Tax payments
7. Court costs, fines, bail, bond payments
8. Cash advances through bank tellers or automated teller machines.
9. Personal items, even if the employee reimburses the City.

#### **F. Payment and Invoice Policy**

1. The cardholder is responsible for reviewing the credit/purchase card statement of activity and to note any errors on the bill.
2. Purchases made by the City Clerk and Management Analyst shall be reviewed by the City Manager prior to the reconciliation. Once approved, the Finance Director shall review the transaction to ensure compliance and the expenditure shall be placed on the monthly Demands and Warrants for the City Treasurer and City Council's review and approval.
3. Purchases made by the City Manager shall be reviewed and approved by the Finance Director to ensure compliance and the expenditure shall be placed on the monthly Demands and Warrants for the City Treasurer and City Council's review and approval.

#### **G. Purchase Disputes**

1. If items purchased with the credit/purchase card are found defective or the repair or services faulty, the cardholder has the responsibility to return item(s) to the merchant for replacement or to receive a credit on the purchase.



2. It is essential that the time frames and documentation requirements established by the credit/purchase card issuer be followed to protect the cardholder's rights in dispute. Dispute policies and procedures issued by the credit/purchase card issuer will be provided at the time credit/purchase cards are issued to cardholder. For unresolved disputes, a "Cardholder Statement of Questioned Item" (ATTACHMENT B) will need to be completed.

#### **H. Requests for Initial, Additional or Changes to Credit/Purchase Cards**

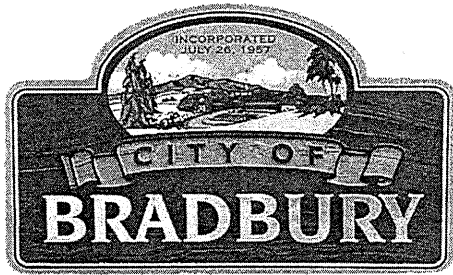
All requests for credit/purchase cards must be jointly approved by both the City Council and City Manager.

#### **I. Return of Credit/Purchase Card after Separation from City**

Credit/purchase cards are issued to individual employees. If an employee separates from the City, their card must be collected and destroyed.

#### **J. Violations of Credit/Purchase Card Policy**

Any employee who violates any provision of this administrative regulation may be subject to discipline, up to and including termination of employment, in accordance with existing disciplinary process for misconduct and misuse of City resources.



*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: August 20, 2019

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

ATTACHMENTS: 1. *Proposed Rate Increase Breakdown*  
2. *Proposed Agreement for Animal Control Services with the Pasadena Humane Society*  
3. *Activity Response Report for Bradbury*  
4. *Additional Breakdown of Pasadena Humane Society's Overall Operational Costs*  
5. *County of Los Angeles: Estimated Service Levels Schedule*

---

### 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 the contract renewal, the Pasadena Humane Society is proposing rate increases to continue their services.

During the July 2019 meeting, the City Council directed Bradbury Staff to solicit bids from surrounding animal care and control providers. To date, Staff has surveyed Duarte Animal Control, San Gabriel Valley Humane Society, and the County of Los Angeles.

After analyzing the bids and responses from surrounding organizations, Staff recommends that the City Council continue services with the Pasadena Humane Society, at the higher proposed rates, and perform the following actions:

1. Approve the rate change (Attachment #1) and authorize the City Manager to enter into a 3-year agreement with the Pasadena Humane Society for animal control services (Attachment #2)
2. Approve an amendment to the 2019-20 Budget to increase account #101-25-7000 by \$14,085

Representative(s) 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.

During the July 2019 meeting, the City Council discussed the proposed rates and directed Staff to solicit bids from surrounding animal care and control organizations. Overall, Staff reached out to the City of Duarte, the San Gabriel Valley Humane Society, and the County of Los Angeles.

#### *City of Duarte – Animal Control*

The City of Duarte employs two part-time animal control officers to respond to animal control service calls. After discussion with the organization on soliciting a bid for contractual services with the City of Bradbury, the City of Duarte decided that they were unable to compete with the Pasadena Humane Society's pricing.

#### *San Gabriel Valley Humane Society*

The San Gabriel Valley Humane Society expressed interest in managing Bradbury's animal care and control, but stated that they did not have sufficient staffing, infrastructure, and resources to manage Bradbury's service calls.

#### *Los Angeles County – Animal Care & Control*

Staff contracted the County of Los Angeles, and they provided a quote to the City (ATTACHMENT #6). Their current estimate for Fiscal Year 2019-20 is similar to the Pasadena Humane Society at \$20,119.

It should be noted that there is an expectation that the billing methodology for the County of Los Angeles will change in the future. In 2018, a recommended billing methodology

was presented to the contracted cities. There was pushback from these cities regarding the increases, as they would have experienced double or quadruple costs over the next six years. Ultimately, the County Board of Supervisors placed a hold on the increases until a consultant could review the department's efficiencies, which is due to be completed by December 2019. Once the review is complete, there may be a revision to the method in which they bill their contract cities.

#### *Additional Inquiries*

During the July 2019 meeting, the City Council had additional inquiries of the Pasadena Humane Society regarding their contract increase. These included obtaining the 98 calls-for-service that were placed in 2018 and to further explain/detail the \$244.44 Daily Share of Animal Control Direct Costs –

Attachment #3 contains the Activity Response Report for the City of Bradbury for activities completed from January 1, 2018 to December 31, 2018. The log contains 98-line items. A callout to pick up or check on an animal would constitute one-line item and an unloading of a picked-up animal would constitute another.

The Pasadena Humane Society has explained that the breakdown of the \$244.44 Daily Share of Animal Control Direct Costs is the following:

Total Daily Costs of New Officer	\$10.46
Total Daily Cost of New Truck	\$69.06
<b>Combined Costs #1</b>	<b>\$79.52</b>
Annual Cost – Twice/year \$250 Uniform Allowance	\$500
Annual Cost – Bulletproof Vest	\$308.33
Dispatch Service	\$59,386.08
<b>Combined Costs #2</b>	<b>\$60,194.41</b>
<i>Divide by 365 for Daily Total</i>	<i>\$164.92</i>
<b>Combined Costs of #1 and #2</b>	<b>\$244.44</b>

#### **FINANCIAL ANALYSIS**

The costs associated with the City's *previous* agreement 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 Agreement</i>	\$4,776.96
Less Average Licensing	-\$2,210.70
Less Average Impounds	-\$120.00
<b>CURRENT TOTAL</b>	<b>\$2,446.26</b>

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

Difference Amount	\$15,638.04
Percentage Increase	639%

As reflected above, the City does offset costs of the yearly service by collecting half of the licensing fees. Although Bradbury does have the option of increasing the current fees charged to residents, Staff does not recommend an increase, as Bradbury currently has one of the highest fees of those contracting with the Pasadena Humane Society and of the County's average for 39 cities.

City	Altered	Unaltered	Altered Senior	Unaltered Senior	Renewal Penalty
Arcadia	\$15	\$30	\$7.50	\$15	\$20
Bradbury	\$36.05	\$77.25	\$23.18		20% of the License Fee
Glendale	#31	\$46	\$15	\$23	\$30
Monrovia	\$20	\$60	No Charge (Low Income)		Half of the License Fee
Pasadena	\$18.03	\$78.03			\$23.11
San Marino	\$25	\$60			\$25
Sierra Madre	\$30	\$48	\$15	\$31	
South Pasadena	\$15	\$30	\$10	\$20	\$25
La Canada Flintridge	\$15	\$30	\$5	\$15	
LA County (Average)	\$20	\$60	\$7.50		Same as the License Fee

**STAFF RECOMMENDATION**

It is recommended that the City Council continue services with the Pasadena Humane Society, at the higher proposed rates, and perform the following actions:

1. Approve the rate change (Attachment #1) and authorize the City Manager to enter into a 3-year agreement with the Pasadena Humane Society for animal control services (Attachment #2)
2. Approve an amendment to the 2019-20 Budget to increase account #101-25-7000 by \$14,085

# **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>		Contract Amount	<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%	Combined License & Impounds	<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
			Combined Totals Retained	<b>2,330.70</b>	
			<b>Estimated Net Payments</b>	<b>18,084.30</b>	Estimated amount of payments based on 2018 Licensing & Impound Revenues
			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 20<sup>th</sup> day of August 2019, 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 VI 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;

**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 three (3) years beginning on July 1, 2019, and ending June 30, 2022, 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, 2019 and ending June 30, 2022, 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 respond to any wild animal that is posing a danger to the public to determine if a report needs to be made to the California Department of Fish and Wildlife, and to pick up any stray domestic or wild animal which has been injured.

**SECTION 7. ANIMAL BITES.** Society agrees to investigate animal bite cases referred to Society, and notify, as appropriate, the LA County Department of Rabies Control so that they can place the animal under quarantine at either the owner's residence or the Society, 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 stray, sick, or injured animals, animals involved in biting cases, or an animal that 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 45 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, Division 1, Chapter 10.20, 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 companion 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 electronic and mail 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 who have completed the required training 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, i.e. a wild animal confined on private property, during the performance of this Agreement, Society shall contact the California Department of Fish and Wildlife, which has jurisdiction over wildlife.



**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 at a rate listed in Exhibit A.

Society shall invoice City on the first day of each month. City will pay for each month's services within 30 days after receipts of said invoice.

**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:** Kevin Kearney  
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  
11355 W. Olympic Blvd., Ste. 300  
Los Angeles, CA 90064

**SOCIETY:** Dia DuVernet  
President/CEO  
The Pasadena Humane Society & SPCA  
361 South Raymond Avenue  
Pasadena, CA 91105

**SECTION 26. TERMINATION.** This Agreement shall remain in effect, even after the term designated in Section 1, 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:

APPROVED AS TO FORM:


BY: \_\_\_\_\_  
Kevin Kearney, City Manager

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

ATTEST:

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

THE PASADENA HUMANE SOCIETY

BY:  \_\_\_\_\_  
Dia DuVernet, President/ CEO



# **EXHIBIT 'A'**

City	Service	# of calls per year	Cost	Total Cost	Notes
Bradbury	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>	<b>Estimated # of contracts</b>	<b>Total Annual Cost</b>	<b>Total Cost</b>	
	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>	Estimated amount of payments based on 2018 Licensing & Impound Revenues
			Current Expiring Contract Total	4,776.96	\$4.56/ per capita / Contract expires 6/30/19
			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 #3**

# ACTIVITY RESPONSE REPORT for BRADBURY

For activities completed 1/1/2018 to 12/31/2018

CANALES			P999323	10-97	10-98		WT (W to C)
A18-266444-1	DEAD WILD	708 Braewood Dr., Bradbury		07/15/18 16:25	07/15/18 16:29	1-MC 1-DOA	00:04:00
A18-266444-2	UNLOAD ANIML	361 S Raymond Ave., Pasadena		07/15/18 19:06	07/15/18 19:39	1-COMP	00:33:00
A18-267059-1	DEAD WILD	10 Brabury Hills Rd., Bradbury		07/21/18 17:18	07/21/18 17:30	1-DOA	00:12:00
A18-267059-2	UNLOAD ANIML	361 S Raymond Ave., Pasadena		07/21/18 19:02	07/21/18 19:09	1-COMP	00:06:18
No. of Activities: 4						Total:	00:55:18
CENDEJAS			P999426	10-97	10-98		WT (W to C)
A18-262489-1	WILD INJ	1901 Royal Oaks Dr., Bradbury		06/05/18 17:40	06/05/18 18:00	1-MC 1-UTL	00:19:41
A18-263386-1	COYSIGHTED RR	Deodar Ln., Bradbury		06/14/18 17:24	06/14/18 17:46	1-MC 1-UTL	00:22:19
A18-275034-1	INV NEG	406 Mount Olive Dr., Bradbury		10/22/18 13:16	10/22/18 13:26	1-COMP	00:10:13
No. of Activities: 3						Total:	00:52:13
DEL REAL			P999425	10-97	10-98		WT (W to C)
A18-250713-1	DEAD WILD	Mt Olive Dr., Bradbury		01/31/18 13:38	01/31/18 13:43	1-DOA	00:05:40
A18-250713-2	UNLOAD ANIML	361 S Raymond Ave., Pasadena		01/31/18 14:30	01/31/18 14:32	1-COMP	00:01:26
A18-253380-1	DEAD WILD	Deodar Ln., Bradbury		03/02/18 12:13	03/02/18 12:20	1-MC 1-DOA	00:07:13
A18-253380-2	UNLOAD ANIML	361 S Raymond Ave., Pasadena		03/02/18 14:19	03/02/18 14:44	1-COMP	00:24:44
A18-266921-1	DEAD WILD	428 Mt Olive Dr., Bradbury		07/20/18 11:04	07/20/18 11:30	1-MC 1-DOA	00:25:26
A18-266921-3	UNLOAD ANIML	361 S Raymond Ave., Pasadena		07/20/18 14:27	07/20/18 14:57	1-COMP	00:30:25
A18-274620-1	WILD INJ	600 Winston Ave., Bradbury		10/16/18 09:43	10/16/18 09:52	1-MC 1-IMPND	00:09:00
A18-274620-2	TRANS INJ	361 S Raymond Ave., Pasadena		10/16/18 11:57	10/16/18 12:17	1-COMP	00:20:03
No. of Activities: 8						Total:	02:03:59

Note: Total times in the City reflect the amount of time officers spent handling activities (service calls), not including the amount of time spent providing "normal patrol" service and traveling between activities (service calls) within the City limits.

GARCIA			P999313	10-97	10-98		WT (W to C)
A18-249855-1	STRAY ROAM	220 Mt Olive Dr., Bradbury		01/21/18 11:18	01/21/18 11:38	1-GOA 1-UTL 1-MC 1-COMP	00:18:02
A18-249863-1	STRAY INJ	301 Mt Olive Dr., Bradbury		01/21/18 12:15	01/21/18 13:08	1-MC 1-COMP	00:53:25
A18-267191-1	RESCU FENCE	330 Oak Mountain Rd., Bradbury		07/23/18 08:05	07/23/18 08:28	1-MC 1-COMP	00:22:51
A18-268672-3	TRANS PERSN	506 Deodar Ln., Bradbury		08/07/18 12:40	08/07/18 13:13	1-COMP	00:33:07
A18-268672-5	UNLOAD OTHER	361 S Raymond Ave., Pasadena		08/07/18 13:47	08/07/18 13:55	1-COMP	00:07:21
A18-269163-1	RESCU FENCE	Woodlyn Ln., Bradbury		08/13/18 07:24	08/13/18 07:44	1-IMPND 1-COMP	00:18:58
A18-269163-2	TRANS ANIML	361 S Raymond Ave., Pasadena		08/13/18 08:39	08/13/18 08:45	1-COMP	01:05:59
A18-272372-1	ANC	1395 Lemon Ave., Bradbury		09/18/18 15:31	09/18/18 15:38	1-COMP	00:07:26
A18-272372-2	ANC	1423 Lemon Ave., Bradbury		09/18/18 15:31	09/18/18 15:38	1-COMP	00:07:22
A18-274144-2	ASST PHS	2441 Mount Olive Ln., Bradbury		10/10/18 10:40	10/10/18 10:46	2-MC 1-COMP	00:05:37

No. of Activities: 10

Total: 04:01:08

GIEGOLDT			P999217	10-97	10-98		WT (W to C)
A18-278947-1	PATROL	Patrol in Bradbury		12/17/18 06:30	12/17/18 07:53	1-COMP	01:23:00
A18-278954-1	WILD ROAM	157 Sawpit Ln., Bradbury		12/17/18 09:08	12/17/18 09:31	2-MC 1-COMP	00:23:59

No. of Activities: 2

Total: 01:46:00

GOMEZ			P999316	10-97	10-98		WT (W to C)
A18-251597-1	DEAD WILD	Winston Ave., Bradbury		02/09/18 17:23	02/09/18 17:30	1-DOA	00:07:58
A18-259022-2	ASST PHS	535 Mt Olive Dr., Bradbury		05/02/18 18:45	05/02/18 19:08	1-MC 1-COMP	00:23:59

No. of Activities: 2

Total: 00:30:58

Note: Total times in the City reflect the amount of time officers spent handling activities (service calls), not including the amount of time spent providing "normal patrol" service and traveling between activities (service calls) within the City limits.



HENDRIKSEN			P999121	10-97	10-98		WT (W to C)
A18-259201-1	DEAD WILD	200 Mt Olive Dr., Bradbury		05/04/18 14:42	05/04/18 14:54	1-COMP	00:12:00
A18-259201-2	UNLOAD ANIML	361 S Raymond Ave., Pasadena		05/04/18 14:53	05/04/18 15:39	1-COMP	00:46:59
A18-270427-1	DEAD WILD	160 Mount Olive Dr., Bradbury		08/27/18 11:07	08/27/18 11:48	2-MC 2-ADVIC 1-UTC	00:41:15
A18-271538-1	WILD AGGRS	365 Oak Mountain Rd., Bradbury		09/08/18 10:57	09/08/18 11:10	3-MC 1-UTMC 1-GOA 1-UTL	00:13:27
A18-277108-2	ASST PHS	35 Woodlyn Ln., Bradbury		11/20/18 13:08	11/20/18 14:24	1-COMP	01:16:32
						<b>Total:</b>	<b>03:09:14</b>

No. of Activities: 5

HOLIEN			P999324	10-97	10-98		WT (W to C)
A18-249774-1	STRAY ROAM	236 Mount Olive Dr., Bradbury		01/20/18 10:21	01/20/18 11:00	3-MC 1-UTC	00:39:37
A18-253487-1	STRAY ROAM	135 Circle Dr., Bradbury		03/03/18 12:04	03/03/18 12:37	4-MC 1-UTL 1-GOA	00:33:14
A18-253792-1	DEAD WILD	Lemon Ave., Bradbury		03/07/18 11:25	03/07/18 11:30	1-DOA	00:05:18
A18-253792-2	UNLOAD ANIML	361 S Raymond Ave., Pasadena		03/07/18 13:23	03/07/18 13:43	1-COMP	00:20:16
A18-258315-1	DEAD WILD	600 Winston Ave., Bradbury		04/25/18 12:47	04/25/18 12:54	1-MC 1-DOA	00:07:33
A18-258315-2	UNLOAD ANIML	361 S Raymond Ave., Pasadena		04/25/18 13:13	04/25/18 13:28	1-COMP	00:14:43
A18-268672-1	RESCU OTHER	506 Deodar Ln., Bradbury		08/07/18 10:32	08/07/18 11:49	4-MC 1-UTC	01:17:30
A18-272680-1	WILD INJ	4 Woodlyn Ln., Bradbury		09/22/18 11:13	09/22/18 11:40	1-MC 1-UTL 1-COMP	00:27:16
A18-276457-1	WILD INJ	637 Fairlee Ave., Bradbury		11/11/18 08:56	11/11/18 09:51	6-MC 1-IMPND	00:54:52
A18-276457-3	UNLOAD ANIML	361 S Raymond Ave., Pasadena		11/11/18 10:10	11/11/18 10:48	1-COMP	00:37:55
A18-277428-1	RESCU FENCE	48 Woodlyn Ln., Bradbury		11/25/18 09:29	11/25/18 10:14	6-MC 1-COMP	00:45:09
A18-277940-1	WILD INJ	47 Woodlyn Ln., Bradbury		12/02/18 12:43	12/02/18 13:11	2-MC 1-UTC 1-ADVIC	00:28:18
						<b>Total:</b>	<b>06:31:41</b>

No. of Activities: 12

LITTLEFIELD			P999512	10-97	10-98		WT (W to C)
A18-282360-1	DEAD WILD	29 Sycamore Ln., Bradbury		06/04/18 15:03	06/04/18 15:23	1-MC 1-IMPND	00:20:59
A18-275763-1	OTHER	600 Winston Ave., Bradbury		11/01/18 18:54	11/01/18 19:39	6-MC 1-COMP	00:45:13
A18-277541-1	RESCU FENCE	36 Woodlyn Ln., Bradbury		11/26/18 18:22	11/26/18 18:57	2-MC 1-COMP 1-UTL	00:35:00
						<b>Total:</b>	<b>01:40:13</b>

No. of Activities: 3

Note: Total times in the City reflect the amount of time officers spent handling activities (service calls), not including the amount of time spent providing "normal patrol" service and traveling between activities (service calls) within the City limits.

MACISAAC			P999311	10-97	10-98		WT (W to C)
A18-252885-1	STRAY ROAM	41 Woodlyn Ln., Bradbury		02/22/18 13:49	02/22/18 14:06	1-GOA 1-UTL	00:18:21
A18-252806-1	STRAY INJ	526 Mt Olive Dr., Bradbury		02/23/18 17:26	02/23/18 17:29	2-MC 1-COMP	00:03:00
A18-253544-1	STRAY AGGRS	104 Oak Knoll Ln., Bradbury		03/04/18 13:45	03/04/18 14:59	6-MC 1-UTMC 1-UTC	01:14:59
A18-253544-3	INV MUNI	104 Oak Knoll Ln., Bradbury		03/05/18 14:55	03/05/18 14:55		00:00:00
A18-259440-1	WILD CONF	99 Bliss Canyon Rd., Bradbury		04/26/18 13:52	04/26/18 14:10	3-MC 1-ADVIC 1-COMP	00:18:00
A18-259815-1	WILD CONF	535 Mount Olive, Bradbury		05/10/18 14:37	05/10/18 14:54	1-MC 1-COMP 1-ADVIC	00:17:00
A18-260824-1	WILD INJ	7 Bradbury Hill, Bradbury		05/20/18 13:46	05/20/18 13:56	1-GOA 1-UTL	00:10:59
A18-261285-1	STRAY ROAM	2221 Oakshade Rd., Bradbury		05/24/18 14:47	05/24/18 14:51	1-GOA 1-UTL	00:03:59
A18-265080-1	WILD INJ	1835 Royal Oaks Dr., Bradbury		07/02/18 09:35	07/02/18 09:56	1-GOA 1-UTL	00:21:10
A18-268505-1	STRAY CONF	2165 Gardl St., Bradbury		08/16/18 16:59	08/16/18 17:22	3-MC 3-IMPND	00:23:59
A18-268505-2	UNLOAD ANIML	361 S Raymond Ave., Pasadena		08/16/18 17:53	08/16/18 18:39	1-COMP	00:46:46
A18-270857-1	RESCU OTHER	335 Deodar Ln., Bradbury		08/31/18 18:41	08/31/18 20:26	6-MC 1-COMP	01:45:00
A18-271977-1	WILD INJ	1849 Royal Oaks Dr., Bradbury		09/13/18 18:29	09/13/18 18:34	1-MC 1-IMPND	00:05:59
A18-271977-2	UNLOAD ANIML	361 S Raymond Ave., Pasadena		09/13/18 19:59	09/13/18 20:00	1-COMP	00:00:59

No. of Activities: 14

Total: 05:44:16

MURPHY			P999022	10-97	10-98		WT (W to C)
A18-259106-1	INV MUNI	1550 E Lemoor Ave., Bradbury		05/03/18 14:55	05/03/18 15:25	1-MC 1-UTMC 1-ADVIC	00:30:59
A18-274144-1	DEAD WILD	2441 Mount Olive Ln., Bradbury		10/10/18 10:38	10/10/18 10:46	1-MC 1-DOA	00:08:21
A18-274144-3	DEAD WILD	2441 Mount Olive Ln., Bradbury		10/10/18 11:25	10/10/18 12:04	1-COMP	00:39:00
A18-277503-1	WILD INJ	10 Woodlyn Ln., Bradbury		11/28/18 12:53	11/28/18 13:16	2-MC 1-UTC 1-UTL	00:23:59

No. of Activities: 4

Total: 01:40:21

Note: Total times in the City reflect the amount of time officers spent handling activities (service calls), not including the amount of time spent providing "normal patrol" service and traveling between activities (service calls) within the City limits.

NG			P999318	10-97	10-98		WT (W to C)
A18-249855-2	ASST PHS	220 Mt Olive Dr., Bradbury		01/21/18 11:09	01/21/18 11:43	1-COMP	00:33:39
A18-249863-2	ASST PHS	301 Mt Olive Dr., Bradbury		01/21/18 12:22	01/21/18 13:08	1-IMPND 1-COMP	00:45:38
A18-249883-3	UNLOAD ANIML	361 S Raymond Ave., Pasadena		01/21/18 13:31	01/21/18 14:08	1-COMP	00:37:42
A18-253544-2	ASST PHS	104 Oak Knoll Ln., Bradbury		03/04/18 13:56	03/04/18 14:24	1-COMP	00:28:29
A18-253548-1	DEAD WILD	555 Deodar Ln., Bradbury		03/04/18 14:27	03/04/18 14:31	1-DOA	00:04:12
A18-258650-1	ANC	160 Circle Dr., Bradbury		04/28/18 15:30	04/28/18 16:01	1-COMP	00:31:10
A18-258650-2	ANC	460 Old Ranch Rd., Bradbury		04/28/18 15:30	04/28/18 16:01	1-COMP	00:31:13
A18-267517-1	ASST PUBLI	600 Winston Ave., Bradbury		07/28/18 17:24	07/28/18 20:09	1-COMP	02:44:58
A18-269037-1	WILD INJ	350 Bradbury Rd., Bradbury		08/11/18 08:50	08/11/18 10:10	5-MC 1-IMPND	00:20:21
A18-269037-2	UNLOAD ANIML	361 S Raymond Ave., Pasadena		08/11/18 10:30	08/11/18 10:36	1-COMP	00:08:54
A18-276457-2	ASST PHS	637 Fairlee Ave., Bradbury		11/11/18 08:37	11/11/18 09:55	1-COMP	00:17:57
A18-277108-1	DEAD WILD	35 Woodlyn Ln., Bradbury		11/20/18 12:30	11/20/18 14:25	3-MC 1-DOA	01:55:03
A18-277108-3	UNLOAD ANIML	361 S Raymond Ave., Pasadena		11/20/18 15:37	11/20/18 15:45	1-COMP	00:08:42
A18-277429-2	ASST PHS	48 Woodlyn Ln., Bradbury		11/25/18 08:36	11/25/18 10:16	1-COMP	00:40:10
A18-277429-3	UNLOAD ANIML	361 S Raymond Ave., Pasadena		11/25/18 10:42	11/25/18 11:02	1-COMP 1-COMP	00:20:28
No. of Activities: 15						Total:	10:08:36

NUNEZ			P999228	10-97	10-98		WT (W to C)
A18-249774-2	ASST PHS	236 Mount Olive Dr., Bradbury		01/20/18 10:53	01/20/18 10:58	1-COMP	00:04:44
A18-268921-2	ASST PHS	428 Mt Olive Dr., Bradbury		07/20/18 11:05	07/20/18 11:41	1-COMP	00:36:09
A18-268672-2	ASST PHS	506 Deodar Ln., Bradbury		08/07/18 11:06	08/07/18 13:12	3-MC 1-IMPND	02:06:34
A18-268672-4	UNLOAD ANIML	361 S Raymond Ave., Pasadena		08/07/18 13:43	08/07/18 14:27	1-COMP	00:43:24
A18-270427-3	ASST PHS	160 Mount Olive Dr., Bradbury		08/30/18 12:13	08/30/18 12:49	1-COMP	00:36:11
No. of Activities: 5						Total:	04:07:02

Note: Total times in the City reflect the amount of time officers spent handling activities (service calls), not including the amount of time spent providing "normal patrol" service and traveling between activities (service calls) within the City limits.

PENA			P999029	10-97	10-98		WT (W to C)
A18-265690-1	STRAY CONF	3342 Tannercresc Dr., Bradbury		07/07/18 22:15	07/07/18 22:30	3-MC 1-IMPND	00:15:59
A18-265690-2	UNLOAD ANIML	361 S Raymond Ave., Pasadena		07/07/18 22:58	07/07/18 23:26	1-COMP	00:28:16
A18-267234-1	DEAD WILD	2165 Gardl St., Bradbury		07/23/18 16:19	07/23/18 16:25	1-DOA	00:08:00
A18-267234-2	UNLOAD ANIML	361 S Raymond Ave., Pasadena		07/23/18 21:23	07/23/18 22:01	1-COMP	00:38:51
A18-270427-2	DEAD WILD	160 Mount Olive Dr., Bradbury		08/30/18 12:18	08/30/18 12:50	1-MC	00:32:31
A18-276681-1	INV MUNI	2411 Rim Rd., Bradbury		11/14/18 14:20	11/14/18 14:30	1-MC 1-UNFND	00:10:59

No. of Activities: 6

Total: 02:10:38

REYES			P999419	10-97	10-98		WT (W to C)
A18-251418-1	INV MUNI	Winston Ave., Bradbury		02/07/18 18:01	02/07/18 18:02	2-UTMC 1-UNFND	00:01:00
A18-259022-1	WILD SICK	535 Mt Olive Dr., Bradbury		05/02/18 17:38	05/02/18 19:11	1-IMPND 1-MC	01:32:25
A18-261812-1	WILD SICK	48 Woodyln Ln., Bradbury		05/29/18 18:59	05/29/18 19:22	1-MC 1-UTC 1-ADVIC	00:22:47
A18-262958-1	WILD ROAM	215 Barranta Rd., Bradbury		06/10/18 19:04	06/10/18 19:14	1-ADVIC 2-MC	00:10:22

No. of Activities: 4

Total: 02:06:34

WOODYE			P999615	10-97	10-98		WT (W to C)
A18-277901-1	WILD INJ	877 Deedars Ln., Bradbury		12/01/18 17:28	12/01/18 17:45	1-UTL 1-GOA	00:18:12

No. of Activities: 1

Total No. of Activities: 98

Total Working Time:

1D 23:46:22

Total: 00:18:12

Note: Total times in the City reflect the amount of time officers spent handling activities (service calls), not including the amount of time spent providing "normal patrol" service and travelling between activities (service calls) within the City limits.

**ACTIVITY RESPONSE SUMMARY for  
BRADBURY**

For activities completed 1/1/2018 to 12/31/2018

**BRADBURY**

Activity Type	No. of Activities	Sub-Total WT	
ANC	4	01:17:11	NUISANCE CALLS
ASST	13	10:39:38	ASSISTED CALLS
COYSIGH	1	00:22:19	Coyote
DEAD	17	05:53:32	DEAD ANIMAL
INV	5	00:51:13	INVESTIGATIONS
OTHER	1	00:45:13	CITY HALL / DELIVER PAPERWORK / RESIDENT NOTIFICATIONS
PATROL	1	01:23:00	PATROL REQUESTS
RESCU	6	05:05:28	ANIMAL RESCUES
STRAY	10	04:39:38	STRAY ANIMAL CALLS
TRANS	3	01:59:09	TRANSPORT ANIMALS
UNLOAD	19	07:36:10	PICK UP / TAKE TO PHS OR ELSEWHERE
WILD	18	07:13:51	WILDLIFE CALLS
<b>TOTAL</b>			

Note: Total times in the City reflect the amount of time officers spent handling activities (service calls), not including the amount of time spent providing "normal patrol" service and traveling between activities (service calls) within the City limits.

# **ATTACHMENT #4**



## 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

### Estimated hours

Officer trainings:

New hires - 3 weeks of hands on training

PC 832 course (40 hours)

40.00

Pepperspray training (8 hours)

8.00

Bite stick training (8 hours)

8.00

Humane training (80 hours)

80.00

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

36.00

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

Truck supplies:

Catch pole

Leashes

Gloves

Shovel

Bolt cutters

Gurney

Traps/transfer cage

Sanitizers

Trash bags

Bucket

Snake tongs

Dispatchers: 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 officer on the system.

Average time 30 mins. 0.50

**B Officer Response**

General cases

Officer respond and travel time - average 45 mins. 0.75

Officer activity (dependent on the call and situation) - average 1 hour 1.00

Officer drop off/in take - 15 minutes per animal 0.25

Clean and sanitization of truck - 5-10 minutes 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 0.75

Follow up call or visit - average 15 minutes 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

Kennel 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					Labor	
					Supplies	
					Number of people/occurrences	
					Information pulled from other sheets/cost analysis sheets	
	Rate/ Cost	Hourly Burden	Total Hourly Rate		Locked cells due to formulas	
Animal Control		Burden, tab 1, cell H23				
Animal Control officers	21.31	5.95	27.26			
Dispatchers	18.43	5.95	24.38			
Canvassing staff	15.49	5.95	21.44			
Lead canvas staff	21.85	5.95	27.80			
Vice President (Elizabeth C.)	59.03	5.95	64.98			
Wildlife Coordinator	19.65	5.95	25.60			
New officer	Cost	Units	Unit Description	Formulas	Notes	
PC 832 course	89.50	1.00	course	89.50	\$53 to \$126 per ACO (depending on where the course is available)	89.50
Pepperspray and bitestick training	230.00	1.00	course	230.00		230.00
Humane training	400.00	1.00	course	400.00		400.00
Chemical capture training	1,400.00	1.00	course	1,400.00		1,400.00
Animal Control officer	27.26	172.00	hours	4,688.72		4,688.72
3 uniforms	173.33	3.00	full uniform	520.00		520.00
Shoes	120.00	1.00	pair of shoes	120.00		120.00
Underbelt	19.50	1.00	each	19.50		19.50
Overbelt	65.00	1.00	each	65.00		65.00
Key holder	17.98	1.00	each	17.98		17.98
Bite stick	154.00	1.00	each	154.00		154.00
Cuffs	75.00	1.00	each	75.00		75.00
Radio holder	59.00	1.00	each	59.00		59.00
Radio includes the ear piece	914.85	1.00	each	914.85		914.85
Pepperspray	50.00	1.00	each	50.00		50.00
Belt keepers	24.00	1.00	each	24.00		24.00



<i>Jacket/ rain coat</i>	89.00	1.00	each	89.00		89.00
<i>baseball cap</i>	25.00	1.00	each	25.00		25.00
<i>Jumpsuit - for the on call</i>	89.00	1.00	each	89.00		89.00
<b>New Truck</b>	<b>Cost</b>	<b>Units</b>	<b>Unit Description</b>	<b>Formulas</b>	<b>Notes</b>	
<i>Animal control truck</i>	90,000.00	1.00	each	90,000.00		90,000.00
<i>Catch pole</i>	107.00	1.00	each	107.00		107.00
<i>Leashes</i>	0.80	1.00	each	0.80		0.80
<i>Gloves</i>	75.00	1.00	each	75.00		75.00
<i>Shovel</i>	20.00	1.00	each	20.00		20.00
<i>Microchip scanners</i>	150.00	1.00	each	150.00		150.00
<i>Bolt cutters</i>	21.00	1.00	each	21.00		21.00
<i>Gurney</i>	92.00	1.00	each	92.00		92.00
<i>Traps/transfer cage</i>	76.00	1.00	each	76.00		76.00
<i>Sanitizers</i>				-	Immaterial, per client	-
<i>Trash bags</i>	32.24	100.00	box of 100	0.32		0.32
<i>Bucket</i>				-	Immaterial, per client	-
<i>Snake tongs</i>	86.00	1.00	each	86.00		86.00
<b>Annual Costs</b>	<b>Cost</b>	<b>Units</b>	<b>Unit Description</b>	<b>Formulas</b>	<b>Notes</b>	
<i>Twice a year - \$250 allowance</i>	250.00	2.00	# of allowances	500.00		500.00
<i>Bulletproof vest, if requested and replaceable every 3 years</i>	925.00	0.33	1/3 of total cost	308.33		308.33
<i>Animal Control officer</i>	27.26	2,080.00	hours	56,700.80	Cost is based on the average annual salary of ACO's, estimated annual hours of 2,080 based on 52 40-hour work weeks	56,700.80
<i>Dispatcher</i>	24.38	2,756.00	hours	67,191.28	Cost based on 18 hours per weekday, 8 hours per weekend day, estimated total 5,512 hours, divided by 2 based on current number of dispatchers for total estimated hours of 2,756	67,191.28

<i>Dispatch service</i>	18.42	3,224.00	hours	59,386.08	Cost based on 6 hours per weekday, 16 hours per weekend day, estimated total 3,224 hours	59,386.08
<i>Fuel and other related costs</i>	33.59	1.00	daily cost	33.59	Taken from Burden Calculation WP, tab 2, cell D22	33.59
<b>Total cost, new officer / radios are kept for approx 7 years and distributed to new officers as needed. Orig cost \$6404</b>						<b>9,838.88</b>
<b>Total cost, new truck</b>						<b>90,628.12</b>
<b>Total daily cost, new officer, amortized over 3 years</b>						<b>10.46</b>
<b>Total daily cost, new truck, amortized over 7 years, including fuel and related expenses</b>						<b>69.06</b>
<b>Total daily cost, existing officer</b>						<b>157.56</b>
<b>Total daily cost, dispatch</b>						<b>346.79</b>
<b>Total daily cost, all items</b>						<b>583.87</b>
<i>Total contracts</i>	10					
<b>Total daily cost, all items, split between all contracts</b>						<b>23.71</b>
<b>Total annual cost, new officer, amortized over 3 years</b>						<b>3,818.52</b>
<b>Total annual cost, new truck, amortized over 7 years, including fuel and related expenses</b>						<b>25,207.22</b>
<b>Total annual cost, existing officer</b>						<b>57,509.13</b>
<i>Total dispatch</i>	2					
<b>Total annual cost dispatchers</b>						<b>134,382.56</b>
<i>Total officers, 1-3 years experience</i>	2					



<i>Total officers, 4+ years experience</i>	14					
<i>Total trucks</i>	10					
<i>Total dispatch</i>	2					
<b>Total annual cost, all items</b>						<b>1,373,624.05</b>
<i>Total contracts</i>	10					
<b>Total annual cost, all items, split between all contracts</b>						<b>137,362.41</b>



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 Burden	Total Hourly Rate
<b>Animal Control</b>		Burden, tab 1, cell H23	
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	170.00
Hat				-	Immaterial, per PHS	
			number of allowances per employee			
Shoe allowance (\$50 twice a year)	50.00	2.00		100.00	2 per year per staff	100.00
Tags				-	Immaterial, per PHS	
Office supplies, pen/paper				-	Immaterial, per PHS	

<b>Total cost, canvassing overhead</b>	<b>270.00</b>
--	---------------

Total Canvassing days	252
Total Canvassing staff	6

<b>Daily overhead</b>	<b>6.43</b>
-----------------------	-------------

Total Canvassing Staff	5
Total Lead Canvassing Staff	1

<b>Daily cost, canvassing</b>	<b>1,086.43</b>
-------------------------------	-----------------

<b>Annual cost, canvassing</b>	<b>273,780.00</b>
--------------------------------	-------------------

## Animal Control- Wildlife

	Rate/ Cost	Hourly Burden	Total Hourly Rate
<b>Animal Control</b>		Burden, tab 1, cell H23	
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
<b>Preparation cost</b>	<b>Cost</b>	<b>Units</b>	<b>Unit Description</b>	<b>Formulas</b>	<b>Notes</b>	
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
<i>Total Wildlife Seminars</i>	6					

<b>Total cost per wildlife seminar</b>	<b>282.34</b>
<b>Estimated annual wildlife seminar cost</b>	<b>777.64</b>

# **ATTACHMENT #5**





**COUNTY OF LOS ANGELES  
DEPARTMENT OF ANIMAL CARE AND CONTROL  
ESTIMATED SERVICE LEVELS SCHEDULE**

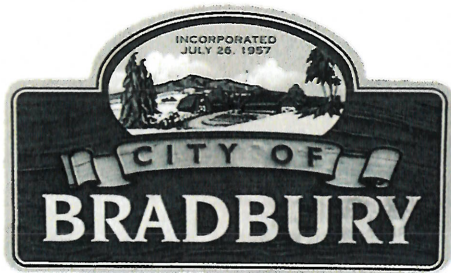


**CITY OF BRADBURY**

City / Service Description	# Animals	Estimated FY 2019-20 (Assuming same units of service)			
		** Rate	Unit Type	# Units	* Cost
<b><u>Sheltering Services</u></b>					
Kennel Housing - Dog & Cat	33	\$ 49.03	Days	165	\$ 8,090
Kennel Housing - Other Animals	-	\$ 12.28	Days	-	\$ -
Special Care/ Observation	-	\$ 49.03	Days	-	\$ -
Disposal of Dead Animals	-	\$ 20.24	Each	-	\$ -
Private Vet		Varies	Each	-	\$ -
					\$ 8,090
<b><u>Field Services</u></b>					
Calls For Service		\$ 107.58	Hours	107	\$ 11,511
Animal License Enforcement Services		\$ 76.19	Hours	-	\$ -
					\$ 11,511
<b><u>Other</u></b>					
Liability Insurance (4.5% of total Field and Animal License Enforcement Services)				\$ 11,511	\$ 518
License Processing Fee		\$ 3.26	Each	-	\$ -
					\$ 518
<b><u>Revenue:</u></b>					
Fees Collected From Residents					\$ -
License/Penalty Fees					\$ -
					\$ -
					\$ -
<b>Total City Net Cost</b>					
					<b>\$ 20,119</b>

\* Service Levels Schedule is an ESTIMATE only for your reference. City is liable for actual costs.

\*\* FY 2019-20 billing rates are approved by Los Angeles County Auditor-Controller to be effective on July 1, 2019 through June 30, 2020, or sooner.



*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: August 20, 2019

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

ATTACHMENTS: 1. Ordinance No. 364

---

### **SUMMARY**

During the July meeting, the City Council discussed property maintenance standards in relation to trailers, oversized vehicles and unpaved parking. This item presents Ordinance No. 364 which reflects the City Council's desired changes to the City's current property maintenance standards.

Staff recommends that the City Council, introduce, waive reading in full, and authorize reading by title only of Ordinance No. 364, entitled, "AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BRADBURY AMENDING THE BRADBURY MUNICIPAL CODE REGARDING PROPERTY MAINTENANCE STANDARDS."

### **DISCUSSION**

The City has single-family property maintenance standards that provide minimum standards by which property within the City shall be maintained in order to protect the public health and welfare; safeguard life, health and property, and to preserve the character of the City. Aside from other regulations, these standards address front yard storage of trailers, oversized vehicles and parking on unpaved surfaces. Based on City Council direction during the July meeting, the following changes have been made to Bradbury Municipal Section 9.109.030 and are reflected in the attached proposed Ordinance No. 364 –



The City's standards to regulate trailers and other vehicles has been altered to the following:

(10) ~~Front~~yard storage. Trailers, campers, boats, recreational vehicles, construction equipment or other mobile equipment stored or parked for more than ~~seven~~five consecutive days, or more than ~~14~~10 days in any calendar year, in the ~~front~~-yard areas ~~on any premises~~ abutting public or private streets.

Regulations regarding unpaved parking has been changed to the following:

(12) Unpaved Parking. Any vehicle parking on unpaved areas which are not designed as driveways, ~~visible from the public right-of-way~~

The storage of oversized vehicles is similar to the storage of trailers has been changed to the following:

(24) *Oversized vehicles*. The parking of an oversized vehicle, for more than ~~seven~~five consecutive days, or more than ~~14~~10 days in any calendar year, in the ~~front~~-yard areas abutting public or private streets is prohibited; provided, however, that this provision shall not apply to the parking of a currently registered oversize vehicle in any area of the ~~front~~-yard that the Planning Commission has determined to be appropriately located and designated for such activity. As used in this provision, the term "oversize vehicle" means a vehicle that exceeds either 20 feet in length, 80 in width, or 82 inches in height.

### **STAFF RECOMMENDATION**

Staff recommends that the City Council, introduce, waive reading in full, and authorize reading by title only of Ordinance No. 364, entitled, "AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BRADBURY AMENDING THE BRADBURY MUNICIPAL CODE REGARDING PROPERTY MAINTENANCE STANDARDS."

# **ATTACHMENT #1**

---

ORDINANCE NO. 364

---

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

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

Section 1. Section 9.109.030 of Title IX, Part 6, Chapter 109 is hereby amended of the Bradbury Municipal Code, to read as follows:

**Sec. 9.109.030. - Property Maintenance Standards; Public Nuisance Declared.**

(10) *Yard storage.* Trailers, campers, boats, recreational vehicles, construction equipment or other mobile equipment stored or parked for more than five consecutive days, or more than 10 days in any calendar year, in the yard areas abutting public or private streets.

(12) *Unpaved Parking.* Any vehicle or trailer parked on unpaved areas which are not designated as driveways.

(24) *Oversized vehicles.* The parking of an oversized vehicle, for more than five consecutive days, or more than 10 days in any calendar year, in the yard areas abutting public or private streets is prohibited; provided however, that this provision shall not apply to the parking of a currently registered oversize vehicle in any area of the yard that the Planning Commission has determined to be appropriately located and designated for such activity. As used in this provision, the term “oversized vehicle” means a vehicle that exceeds either 20 feet in length, 80 inches in width, or 82 inches in height.

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

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

PASSED, APPROVED and ADOPTED this \_\_\_\_ day of \_\_\_\_\_, 2019.

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

ATTEST:

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

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

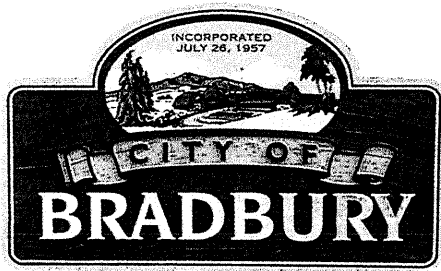
I, Claudia Saldana, City Clerk of the City of Bradbury, do hereby certify that the foregoing ordinance, being Ordinance No. 364, was duly passed by the City Council of the City of Bradbury, signed by the Mayor of said City, and attested by the City Clerk, all at a regular meeting of the City Council held on the \_\_\_\_ day of \_\_\_\_\_, 2019, that it was duly posted and that the same was passed and adopted by the following vote, to wit:

**AYES:**

**NAYS:**

**ABSENT:**

\_\_\_\_\_  
Claudia Saldana  
City Clerk  
City of Bradbury



*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: August 20, 2019

SUBJECT: **AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF  
BRADBURY AMENDING THE BRADBURY MUNICIPAL CODE  
REGARDING THE PUBLIC SAFETY COMMITTEE**

ATTACHMENTS: Ordinance No. 365

---

### **SUMMARY**

Pursuant to the City Council's request during the July 2019 meeting, this item presents Ordinance No. 365 which reflects the City Council's desired changes to the City's current Public Safety Committee guidelines as it relates to the auto termination clause in subsection (d). Additionally, Staff is removing language that is no longer applicable in subsection (a).

Staff recommends that the City Council introduce, waive reading in full, and authorize reading by title only of Ordinance No. 365, entitled, "AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BRADBURY AMENDING THE BRADBURY MUNICIPAL CODE REGARDING THE PUBLIC SAFETY COMMITTEE."

### **DISCUSSION**

In December 2018, the City Council adopted Ordinance No. 361 restructuring the former Emergency Response Committee (ERC) to the Public Safety Committee (PSC) to provide recommendations to the City Council in an advisory capacity pertaining to law enforcement priorities, crime prevention and control, animal control, emergency preparedness, and other duties and functions as assigned by the City Council, or by law.



During the July 2019 meeting, the City Council expressed interest in removing the auto termination clause pertaining to PSC membership. The following changes have been made to Bradbury Municipal Section 2.04.330 and are reflected in the attached proposed Ordinance No. 365.

The City's Public Safety Committee membership guidelines have been altered in subsection (a) to eliminate language that is no longer applicable to the PSC, and subsection (d) to clarify how absences may affect membership status in the PSC (see below):

- (a) The Public Safety Committee shall consist of five primary and five alternate members: two residents of each district, appointed by the member of the City Council representing the district. ~~Current members of the Emergency Response Committee shall be deemed appointed to the Public Safety Committee for at least the duration of their current terms.~~
- (d) Absences. ~~The City Manager or designee may terminate the membership of a Committee member. A member shall be automatically terminated from membership on the Committee upon three unexcused absences during a calendar year, or absence from more than 50 percent of the meetings during the calendar year.~~

#### **FINANCIAL ANALYSIS**

There is no fiscal impact associated with the recommended action.

#### **STAFF RECOMMENDATION**

Staff recommends that the City Council introduce, waive reading in full, and authorize reading by title only of Ordinance No. 365, entitled, "AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BRADBURY AMENDING THE BRADBURY MUNICIPAL CODE REGARDING THE PUBLIC SAFETY COMMITTEE."

# **ATTACHMENT #1**

---

**ORDINANCE NO. 365**

---

**AN ORDINANCE OF THE CITY COUNCIL  
OF THE CITY OF BRADBURY AMENDING  
THE BRADBURY MUNICIPAL CODE  
REGARDING THE PUBLIC SAFETY  
COMMITTEE**

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

Section 1. Section 2.04.300 of Title II, Chapter 4 is hereby amended of the Bradbury Municipal Code, to read as follows:

**Sec. 2.04.330. - Membership.**

- (a) The Public Safety Committee shall consist of five primary and five alternate members: two residents of each district, appointed by the member of the City Council representing the district.
- (b) The Committee may appoint such other members of the general public, the Los Angeles County Fire Department, Los Angeles County Sheriff's Department, Red Cross, the County of Los Angeles, FEMA, or other persons or organization to serve as ex officio members of the Committee.
- (c) *Term of office.* Committee members shall serve two-year terms and are eligible for reappointment.
- (d) *Absences:* The City Manager or designee may terminate the membership of a Committee member upon three unexcused absences during a calendar year.
- (e) *Removal.* Notwithstanding any other provision of this chapter, any member of the Public Safety Committee shall be subject to removal at any time, with or without cause, by action of the City Council approved by at least three affirmative votes.

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

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

PASSED, APPROVED and ADOPTED this \_\_\_\_ day of August, 2019.

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

ATTEST:

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

APPROVED AS TO FORM:

\_\_\_\_\_  
Cary Reisman, City Attorney

“I, Claudia Saldana, City Clerk of the City of Bradbury, hereby certify that the foregoing ordinance, being Ordinance No. 365, was introduced at a regular meeting of the City Council held on August 20, 2019, and signed, approved and adopted September 17, 2019 by the following vote:

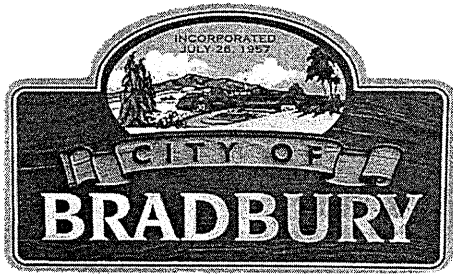
AYES:

NOES:

ABSENT:

ABSTAIN:

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



*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: August 20, 2019

SUBJECT: **DISCUSSION ON SECURITY CAMERAS AT CITY HALL**

ATTACHMENTS: 1. Security Camera Policies and Procedures

---

### SUMMARY

This item provides an opportunity for the City Council to discuss security cameras on the external building of City Hall. This item also reviews policies, procedures, and presents financial information on the purchase of the security cameras. The City Council should discuss the desire to have the cameras and direct staff on how to proceed.

Should it be desired to have security cameras, it is recommended that the City Council adopt the Security Camera Policies and Procedures (ATTACHMENT #1) and direct the City Manager to move forward with the purchase of security cameras for the external building of City Hall.

### DISCUSSION

Staff has fielded interest from residents and member(s) of the City Council on security cameras at City Hall for video taping the external areas of the building, especially during non-operating hours.

Staff has been in dialogue with video camera specialists, and the current idea is to have 4 mounted cameras covering all sides of City Hall. Video footage would then feed into a digital recorder located either in the storage area behind the City Council chambers or in the IT storage room, which is located next to the restroom.

Pursuant to State law, images obtained through surveillance monitoring and recording must be retained at a minimum period of 90 days, which eliminates typical residential camera companies, as they usually store footage from two weeks to a month.

Should security cameras be desired, it is recommended that the City Council review and adopt the Security Camera Policies and Procedures (Attachment #1). The proposed policy outlines the use of such cameras and outlines how the images are stored, recorded, and the conditions under which images and video footage are to be used.

### **FINANCIAL ANALYSIS**

Initial estimates suggest that instillation of 4 video cameras, a digital recorder, a flat screen monitor, and a backup power supply will cost approximately \$4,000. It is anticipated that another approximately less than \$1,000 will be needed to provide electrical wiring to the cameras. With an estimated \$5,000 cost, this falls within the City Manager's purchasing authority and does not require City Council authorization.

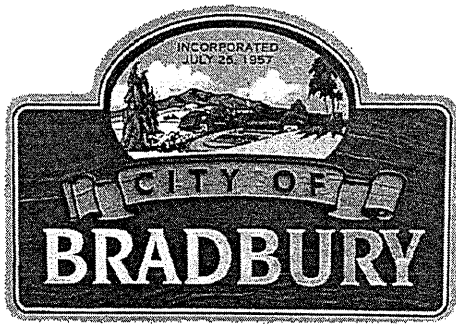
Costs for the security cameras will come from the City's Technology Fee Fund, which currently has a balance of \$66,560.89. Staff does anticipate utilizing this fund in the future to update the City's website and digitize current building permits, but it should only cost approximately \$20,000 - \$30,000 for both projects, which means there is sufficient funding to cover the cameras and their instillation.

### **STAFF RECOMMENDATION**

Should it be desired to have security cameras, it is recommended that that the City Council adopt the Security Camera Policies and Procedures (ATTACHMENT #1) and direct the City Manager to move forward with the purchase of security cameras for the external building of City Hall.



# **ATTACHMENT #1**



Administrative Policy Manual

Policy No: XX-XX

Date: August 20, 2019

Approved: \_\_\_\_\_

**SUBJECT: SECURITY CAMERA POLICIES AND PROCEDURES**

**PURPOSE:** To provide guidelines regarding the use of security cameras at City Hall.

---

**GENERAL POLICY:**

The purpose of this administrative regulation is to establish policies and procedures regarding the use of security cameras at Bradbury City Hall. This policy outlines when and how security images are to be stored and recorded, and the conditions under which stored images or video are to be used.

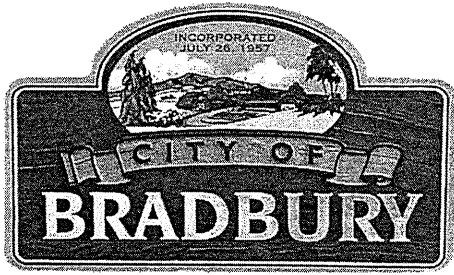
**POLICY STATEMENTS:**

The function of the security cameras is to assist in protecting the safety and property of Bradbury City Hall. The primary use of the cameras will be to record images for future identification of individuals or vehicles in the event of legal, criminal, or policy violations. There may be audio associated with the cameras.

The City Manager will function as the camera coordinator.

**PROCEDURE:**

- Video monitoring for security purposes will be conducted in a professional, ethical, and legal manner. Monitoring individuals based on characteristics of race, gender, sexual orientation, disability, or other protected classification is prohibited.
- Pursuant to State law, images obtained through surveillance monitoring and recording must be retained for a minimum period of 90 days, unless such images have historical value, or are being used for a criminal investigation in accordance with this policy.
- Only the City Manager will have access to all surveillance camera data, unless authorization is delegated to his or her designee.
- Recorded images will not be routinely checked and will only be reviewed in the event that there is a need to review the recorded images.
- Information obtained through video monitoring will be used exclusively for safety, security, compliance with City Hall policy and for law enforcement purposes. All information retained will only be released if appropriate pursuant to a Public Records Request or a valid subpoena duces tecum under California State laws and regulations.
- Any person who tampers with or destroys video security equipment and/or images will be subject to criminal prosecution and/or disciplinary actions.



*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: August 20, 2019

SUBJECT: **DISCUSSION ON CURRENT COPS FUNDING**

ATTACHMENTS: 1. Resolution No. 19-16: Allocation of COPS Funding

---

### RECOMMENDATION

It is recommended that the City Council discuss the current allocations to this Fiscal Year's COPS funding and direct Staff on how to proceed.

### DISCUSSION

During this year's budget discussions in May and June, the City Council had directed Staff to research the possibility of contracting for a fulltime CSO utilizing the City's current COPS funding. The City Council ultimately approved Resolution No. 19-16 in June with the policy direction to not utilize the outlined funds in the Resolution until the City of Monrovia resolved Bradbury's inquiry for a fulltime CSO.

The City of Monrovia has not yet resolved the inquiry and the Monrovia City Manager is set to move to another city at the end of September. Given the transition, the City Council should discuss how to handle the current fulltime CSO inquiry and the current COPS funding allocations.

### FINANCIAL ANALYSIS

The City will have a balance of \$264,650.96 at the end of the Fiscal Year if no funds are spent, and the following is a breakdown of what is currently budgeted in COPS funds for this Fiscal Year. Even though this is what is in the budget, the City Council has

provided Staff with a policy direction to not utilizing the funds until the City of Monrovia has resolved Bradbury's inquiry on the possibility of contracting for a full time CSO -

➤ \$ 50,000	Additional Bradbury Patrol
➤ \$ 50,000	Duarte Daytime patrol
➤ \$ 52,000	Monrovia CSO
➤ \$ 3,000	Administrative Supplies
<hr/>	
<b>\$155,000</b>	<b>TOTAL</b>

Should the City Council desire to following the funding allocation in Resolution No. 19-16, the City would have a balance of \$109,650.96 at the end of this Fiscal Year.

### **RECOMMENDATION**

It is recommended that the City Council discuss the current allocations to this Fiscal Year's COPS Funding and direct Staff on how to proceed.

# **ATTACHMENT #1**

**RESOLUTION NO. 19-17**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BRADBURY, CALIFORNIA, ALLOCATING FUNDS FROM THE CITIZEN'S OPTION FOR PUBLIC SAFETY ("COPS") PROGRAM, AND DOCUMENTING THE DETERMINATIONS REQUIRED BY THE SUPPLEMENTAL LAW ENFORCEMENT OVERSIGHT COMMITTEE

**Whereas**, the City of Bradbury receives funds pursuant to Assembly Bill 3229 of 1996, commonly known as the Brulte Bill or the Citizen's Option for Public Safety ("COPS") Program; and

**Whereas**, the City of Bradbury currently has a budget allocation of \$150,000 in COPS funding for Fiscal Year 2019-2020; and

**Whereas**, all cities which receive COPS must allocate the funds and account for these allocations through an oversight process coordinated by the Supplemental Law Enforcement Oversight Committee ("SLEOC") of the County of Los Angeles; and

**Whereas**, this resolution will confirm and document decisions made during the Fiscal Year 2019-2020 budget process.

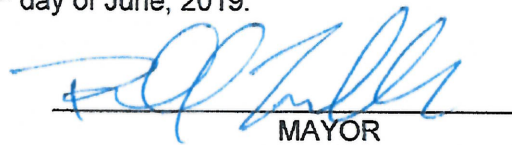
**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF BRADBURY DOES HEREBY FIND AND RESOLVE AS FOLLOWS:**

**Section 1.** The City Council allocates a portion of its COPS funds as follows:

Additional Bradbury Patrol	\$ 50,000
City of Monrovia for CSO	\$ 52,000
City of Duarte for daytime patrol (LASD)	\$ 50,000
<u>Administrative Supplies</u>	<u>\$ 3,000</u>
Total amount allocated	\$155,000

**Section 2.** That the City Clerk shall certify to the passage and adoption of this resolution.

PASSED, APPROVED AND ADOPTED this 18<sup>th</sup> day of June, 2019.

  
MAYOR

"I, Claudia Saldana, City Clerk, hereby certify that the foregoing Resolution was duly adopted by the City Council of the City of Bradbury, California, at a regular meeting held on the 18<sup>th</sup> day of June, 2019 by the following roll call vote:"

AYES: Mayor Hale, MPT Lewis, Councilmembers Bruny, Lathrop, Barakat  
NOES: None  
ABSENT: None  
ABSTAIN: None  
ATTEST:

  
CLAUDIA SALDANA - CITY CLERK

FOR CITY COUNCIL AGENDA \_\_\_\_\_

AGENDA ITEM # \_\_\_\_\_