

AGENDA

**Regular Meeting of the Bradbury City Council
To be held on Tuesday, April 21, 2020
Closed Session Immediately Following
at the Bradbury Civic Center
600 Winston Avenue, Bradbury, CA 91008**

Pursuant to Governor Newsom's Executive Order N-25-20, the City is allowing Council Members, Staff and the public to participate in this City Council meeting by means of a Zoom video or telephone call. You will be able to hear the entire proceedings (other than the Closed Session) and to speak during Public Comment, Public Hearing, and other authorized times. Members of the public must maintain silence and mute their microphones and telephones except during those times. The Zoom information is: <https://zoom.us/j/93275636673> Meeting ID: 932 7563 6673, One tap mobile+16699009128,93275636673# or dial 1-669-900-9128 and enter code 93275636673#.

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, Lathrop and Barakat

APPROVAL OF THE AGENDA: Majority vote of City Council to proceed with City Business

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

PUBLIC COMMENT

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

The City Council will first hear oral comments from anyone in Council Chambers, and will then request comments from Zoom participants with video. Please wave, and unmute yourself if you would like to comment, and you will be called upon. After those comments are heard, anyone else connected via audio should speak up, state your name, and ask to be recognized.

Written public comments may be submitted before the meeting by sending them to the City Manager at kkeamey@cityofbradbury.org. Written comments will be displayed during this time.

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.

ACTION ITEMS*

1. CONSENT CALENDAR

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

- A. Minutes – Regular Meeting of March 17, 2020
- B. Resolution No. 20-05: Demands and Warrants for April 2020
- C. Monthly Investment Report for the month of March 2020
- D. Second Reading and Adoption of Ordinance No. 371: An Ordinance of the City Council of the City of Bradbury Amending the Bradbury Municipal Code Regarding Parking Prohibitions on Designated Streets
- E. Letter of Support: Duarte's ATP Cycle 5 Grant
- F. Contract Agreement with DeNovo for EIR Review and Amendment with Nevis Capital, LLC for Such Services for the Chadwick Ranch Estates Development
- G. Appointment of City Treasurer
- H. Sanitation District – Tax Sharing Resolution

2. Urgency Ordinance No. 372 – An Urgency Ordinance of the City Council of the City of Bradbury, California Amending the Zoning Provisions of the Bradbury Municipal Code by Readopting Provisions Related to Accessory Living Quarters

Urgency Ordinance No. 372 is presented to replace certain provisions from an Urgency Ordinance adopted in December 2019. Public hearings for a standard ordinance for accessory dwelling units and accessory living quarters will be held before the Planning Commission and the City Council in the next few months. It is recommended that the City Council adopt Urgency Ordinance No. 372.

3. Award of Bid – Mount Olive Lane Sewer Improvement Project

Bids for the Mount Olive Lane Sewer Improvement Project were opened on April 7, 2020 with GRBCON, Inc. being the lowest responsible bidder. It is recommended that the City Council award a contract to GRBCON, Inc. in the amount of \$551,862 and approve accompanying budget amendments.

4. Discussion on General Law Enforcement Services

This item is a general discussion on recent occurrences of crime within the City and current law enforcement services

5. General Discussion on Current State of Affairs

This is a general discussion item on the current state of affairs related to the COVID-19 situation.

6. Matters from the City Manager

7. Matters from the City Attorney

8. 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

9. Items for Future Agendas

CLOSED SESSION

PUBLIC COMMENT – REGARDING CLOSED SESSION ONLY

RECESS TO CLOSED SESSION REGARDING BUILDING & SAFETY EVALUATION

A. Public Employee Performance Evaluation

Government Code Section 54957 (b)(4)

Title: RKA – City Engineer

RECONVENE TO OPEN SESSION AND ANNOUNCE ANY ACTION TAKEN

ADJOURNMENT

The City Council will adjourn to a Regular Meeting at the Bradbury Civic Center, 600 Winston Avenue, Bradbury, CA 91008 on Tuesday, May 19, 2020 at 7:00 p.m.

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

"I, Claudia Saldana, City Clerk, hereby certify that I caused this agenda to be posted at the Bradbury City Hall entrance gate on Friday, April 17, 2020, at 5:00 p.m."

Claudia Saldana
CITY CLERK - CITY OF BRADBURY

**MINUTES OF A REGULAR MEETING OF THE
CITY COUNCIL OF THE CITY OF BRADBURY
HELD ON TUESDAY, MARCH 17, 2020**

**EXECUTIVE ORDER
N-25-20:**

Pursuant to Governor Newsom's Executive Order N-25-20, the City is allowing Councilmembers, staff and the public to participate in this City Council meeting by means of a conference telephone call.

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 (remote), Councilmembers Lathrop and Barakat (remote)

ABSENT: Councilmember Bruny

STAFF: City Manager Kearney, City Attorney Reisman (remote) and City Clerk Saldana

APPROVAL OF AGENDA:

At the advice of the City Manager, the City Council voted to postpone agenda item #3 (Discussion of Annual Appreciation Event), agenda item #4 (Discussion on General Law Enforcement Services) and the Closed Session (Public Employee Performance Evaluation for RKA – City Engineer). Councilmember Lathrop made a motion to approve the agenda to proceed with City business, as amended. Mayor Hale seconded the motion which carried unanimously.

**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 he was aware of none.

PUBLIC COMMENT:

None

CONSENT CALENDAR:

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

- A. Minutes – Regular Meeting of February 18, 2020
- B. Resolution No. 20-04: Demands & Warrants for March 2020
- C. Monthly Investment Report for the month of February 2020
- D. Second Reading and Adoption of Ordinance No. 270:
AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF
BRADBURY AMENDING THE DEVELOPMENT CODE
REGULATIONS REGARDING THE R-7,500 SINGLE FAMILY
RESIDENTIAL ZONING DISTRICT AND ADDING NEW
DEFINITIONS

**MOTION TO APPROVE
CONSENT CALENDAR:**

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

APPROVED:

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

NOES: None

ABSENT: Councilmember Bruny

Motion passed 4:0

**PUBLIC HEARING FOR
ORDINANCE NO. 371:**

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BRADBURY
AMENDING THE BRADBURY MUNICIPAL CODE REGARDING PARKING
PROHIBITIONS ON DESIGNATED STREETS

CITY MANAGER REPORT:

City Manager Kearney stated that the City Council first discussed regulating overnight parking during its October 2019 meeting. Since then, letters have been sent out to all residents whose properties are located on the potentially affected streets to solicit their input regarding overnight parking regulations. In response to City Council and resident feedback, staff has drafted Ordinance No. 371, which would restrict overnight parking on Lemon Ave, Braewood Drive, Gardi Street (West), Fairlee Ave, Spring Point Drive and Oak Shade Road.

FINANCIAL ANALYSIS:

Ordinance No. 371 regulates parking on the streets listed above and signage will be required to advise motorists of the new restrictions. Materials and installation for the signage is approximately \$5,000.

DISCUSSION:

City Manager Kearney stated that the City Council should review draft Ordinance No. 371 and direct staff if any changes are needed, specifically:

- Is the permit process acceptable?
- Is the 5-day maximum acceptable – with another 3-day extension?
- Is the 30-day reset period acceptable?
- Does the City Council desire a fee associated with the issuance of a permit?

The City Council opted not to impose a permit fee at this time.

RECOMMENDATION:

It is recommended that the City Council introduce for first reading, by title only, Ordinance No. 371: AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BRADBURY AMENDING THE BRADBURY MUNICIPAL CODE REGARDING PARKING PROHIBITIONS ON DESIGNATED STREETS

**PUBLIC HEARING OPENED
AND CLOSED:**

Mayor Hale opened the public hearing and asked those wishing to speak in favor or opposition to come forward and be heard. There being no public testimony, Mayor Hale declared the public hearing closed.

MOTION: Councilmember Lathrop made a motion to introduce for first reading, by title only, Ordinance No. 371, and schedule the second reading and adoption for the next regular meeting on April 21, 2020. Mayor Hale seconded the motion, which was carried by the following roll call vote:

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

Motion passed 4:0

MATTERS FROM THE CITY MANAGER: City Manager Kearney stated that he is keeping up on updates regarding the Coronavirus (COVID-19) and also informed the Council that the Chadwick Ranch Estates Scoping Meeting, scheduled to be held on Wednesday, March 18, has been cancelled.

MATTERS FROM THE CITY ATTORNEY: City Attorney Reisman stated that he will be working from home.

MATTERS FROM THE CITY COUNCIL:

MAYOR HALE: Mayor Hale stated that the Sheriff's Department visited the Bradbury Estates (Districts 1 and 5) only four times since the February 18th City Council meeting.

MAYOR PRO-TEM LEWIS: Mayor Pro-Tem Lewis wanted to discuss staffing at City Hall during the Coronavirus outbreak.

City Attorney Reisman stated that since this is a discussion item not on the agenda, the City Council needs to take a roll call vote to add this to the agenda as an emergency item:

ROLL CALL VOTE TO ADD EMERGENCY ITEM TO AGENDA: AYES: Mayor Hale, Mayor Pro-Tem Lewis, Councilmembers Lathrop and Barakat
NOES: None
ABSENT: Councilmember Bruny

Motion passed 4:0

DISCUSSION REGARDING STAFFING AT CITY HALL DURING CORONAVIRUS OUTBREAK: Mayor Pro-Tem Lewis inquired if City Hall should stay open during the Coronavirus outbreak. City Manager Kearney replied that the situation changes by the hour, and staff is following the guidelines of the County Health Department and the State of California. That being said, staff is able to work from home if necessary. Mayor Pro-Tem Lewis directed the City Manager to devise a "separation" plan for staff. Councilmember Barakat agreed with Mayor Pro-Tem Lewis. City Manager Kearney stated that he will work on a plan and report back to the City Council.

COUNCILMEMBER BRUNY: Not present

COUNCILMEMBER LATHROP: Nothing to report

COUNCILMEMBER BARAKAT: Nothing to report

ITEMS FOR FUTURE AGENDAS:

None

ADJOURNMENT:

At 7:33 p.m. Mayor Hale adjourned the meeting to Tuesday, April 21, 2020 at 7:00 p.m.

MAYOR – CITY OF BRADBURY

ATTEST:

CITY CLERK – CITY OF BRADBURY

RESOLUTION NO. 20-05

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BRADBURY, CALIFORNIA, APPROVING DEMANDS AND WARRANTS NO. 15916 THROUGH NO. 15930 (PRE-RELEASED CHECKS) AND DEMANDS AND WARRANTS NO. 15931 THROUGH NO. 15953 (REGULAR CHECKS)

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

Section 1. That the demands as set forth hereinafter are approved and warrants authorized to be drawn for payment from said demands in the amount of \$2,775.80 (pre-released Checks) and \$86,397.91 at April 21, 2020 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>
15916	PROPET Distributors (4/15/20)	DOGIPOT Litter Pick Up Bags Acct. #102-42-7630	\$150.10
15917	California American Water (4/1 & 4/3/20)	<u>Water Service for:</u> 600 Winston (City Hall) Acct. #101-16-6400 301 Mt Olive Dr Irrigation 2410 Mt Olive Ln Irrigation 2256 Gardi Street Acct. #200-48-6400	\$514.59 \$85.04 \$55.96 <u>\$31.72</u> \$687.31
15918	Delta Dental (4/1/20)	<u>Dental Insurance:</u> City Manager (family) Acct. #101-12-5100 City Clerk Acct. #101-13-5100 Management Analyst Acct. #101-16-5100	\$131.43 \$42.88 <u>\$42.88</u> \$217.19
15919	Vision Service Plan (4/1/20)	<u>Vision Insurance:</u> City Manager (family) Acct. #101-12-5100 City Clerk Acct. #101-13-5100 Management Analyst Acct. #101-16-5100	\$61.07 \$23.66 <u>\$23.66</u> \$108.39
15920	The Standard (4/1/20)	<u>Basic Life and AD&D:</u> City Manager Acct. #101-12-5100 City Clerk Acct. #101-13-5100 Management Analyst Acct. #101-16-5100	\$9.25 \$9.25 <u>\$9.25</u> \$27.75

<u>Check</u>	<u>Name and (Due Date)</u>	<u>Description</u>	<u>Amount</u>
15921	Time Warner Cable (4/9/20)	Spectrum Business Internet Acct. #101-16-6230	\$149.98
15922	Southern California Edison (4/13/20)	Street Lights for Mt. Olive/Gardi Acct. #200-48-6400	\$27.14
15923	Southern California Edison (4/13/20)	City Hall Utilities Acct. #101-16-6400	\$153.94
15924	The Gas Company (4/14/20)	City Hall Utilities Acct. #101-16-6400	\$26.25
15925	Staples Credit Plan (4/15/20)	Black Toner for Copier Acct. #113-20-4500 (Tech Fund)	\$180.66
15926	Frontier Communications (4/15/20)	Telephone Service (fire alarm line) Acct. #101-23-7420	\$119.72
15927	Data Ticket (4/1/20)	Daily Citation Processing (Feb 2020) Acct. #101-23-6120	\$1.30
15928	Molly Maid (4/1/20)	March 18 th & April 1 st City Hall Cleaning Acct. #101-16-6460	\$210.00
15929	Division of the State Architect (3/31/20)	Disability Access and Education Fee Quarterly Report for Jan-Mar 2020 Acct. #101-00-4350	\$12.00
15930	City of Monrovia (4/9/20)	Transportation Services for March 2020 Acct. #203-40-7625 (Prop A)	\$704.07

Total Pre-Released Checks **\$2,775.80**

REGULAR CHECKS:

15931	Burrtec Waste Services (3/31/20)	Street Sweeping for Jan, Feb and Mar 2020 Acct. #200-48-7290	\$939.42
15932	California American Water (4/1 & 4/3/20)	<u>Water Service for:</u> 600 Winston (City Hall) \$11.10 Acct. #10-16-6400 1775 Woodlyn Ln \$598.94 301 Mt Olive Dr Irrigation \$79.54 2410 Mt Olive Ln Irrigation \$61.13 2256 Gardi Street <u>\$16.25</u> Acct. #200-48-6400	\$766.96

<u>Check</u>	<u>Name and (Due Date)</u>	<u>Description</u>	<u>Amount</u>
15933	DUDEK (3/31/20)	Chadwick Ranch Estates Fire Protection Plan Acct. #103-00-2039	\$5,752.43
15934	Jones & Mayer (3/31/20)	<u>City Attorney:</u> March Retainer Acct. #101-15-7020 Chadwick Ranch Acct. #103-00-2039 Zoning/General Plan Acct. #101-20-7245	\$2,650.00 \$2,925.00 <u>\$1,600.00</u>
			\$7,175.00
15935	Kevin Kearney (April 2020)	Monthly Cell Phone Allowance Acct. #101-12-6440	\$75.00
15936	Kevin Kearney (4/3/20)	<u>Amazon.com Reimbursement:</u> Face Mask for City Hall Employees Acct. #101-24-6470 Cable to connect lap top to TV Acct. #113-20-4500	\$69.95 <u>\$14.22</u>
			\$84.17
15937	Michael Baker International (3/19/19)	Chadwick Ranch Estates Project Acct. #103-00-2039	\$14,409.00
15938	Michael Baker International (4/71/19)	Chadwick Ranch Estates Project Acct. #103-00-2039	\$6,673.52
15939	City of Monrovia (4/9/20)	Transportation Services for April 2020 Acct. #203-40-7625 (Prop A)	\$704.07
15940	Pasadena Humane Society (3/31/20)	Animal Control Services for Mar 2020 Acct. #101-25-7000	\$1,568.62
15941	Post Alarm Systems (4/5/20)	City Hall Monitoring for May 2020 Fire & Intrusion Systems Acct. #101-23-7420	\$122.34
15942	Powers Furniture (3/18/20)	4 High Back Ergonomic Task Chairs Acct. #101-16-6450	\$2,252.41
15943	Powers Furniture (3/18/20)	1 Executive Black Leather Chair Acct. #101-16-6450	\$1,063.66

<u>Check</u>	<u>Name and (Due Date)</u>	<u>Description</u>	<u>Amount</u>
15944	Priority Landscape Services, LLC Invoice #7274 (4/1/20)	<u>April 2020 Landscape Services:</u> Bradbury Civic Center Acct. #101-21-7020 Royal Oaks Drive North Acct. #101-21-7015 Lemon Trail Acct. #101-21-7045 Mt. Olive Drive Entryway and Trail Acct. #101-21-7035	\$189.00 \$372.60 \$124.20 <u>\$502.20</u> \$1,188.00
15945	RKA Consulting Group (3/16/20) (3/17/20) (2/25/20)	119 Furlong Slope Abatement Acct. #101-19-7230 Chadwick Ranch Estates Acct. #103-00-2039 City Engineering Services Acct. #101-19-7230 Development Projects Acct. #101-19-7230 Mt Olive Lane Sewer Project Acct. #206-50-7601	\$1,144.50 \$3,575.00 \$441.00 \$2,047.50 <u>\$560.00</u> \$7,768.00
15946	Southern Calif. Edison (4/2/20)	Street Lights Acct. #200-48-6410	\$766.49
15947	Southern California News Group (3/31/20)	Publication of Notice Inviting Bids Mt Olive Lane Sewer Project Acct. #206-50-7601	\$806.00
15948	LA County Sheriff's Dept. (3/11/20)	Feb 2020 Law Enforcement Services Acct. #101-23-7410	\$9,876.78
15949	TeamLogic IT (4/1/20)	Computer Services Acct. #101-16-6230	\$590.00
15950	UltraSystems Environmental (3/30/20)	Preparation of an EIR Chadwick Estates Ranch Project Acct. #103-00-2039	\$14,034.50
15951	U.S. Bank (3/31/20)	Custody Charges for Mar 2020 Safekeeping Fees Acct. #101-14-7010	\$33.00

<u>Check</u>	<u>Name and (Due Date)</u>	<u>Description</u>	<u>Amount</u>
15952	U.S. Bank Corporate Payment Systems (3/23/20)	<u>Kevin Kearney Visa Card:</u> BJ's Restaurant \$35.05 Acct. 101-12-6025 Best Buy (backup battery) \$88.19 Best Buy (tablet for front counter) \$539.79 The Home Depot (tech supplies) \$55.93 Lowe's (tech supplies) \$9.83 The Home Depot (tech supplies) <u>\$45.34</u> Acct. #113-20-4500 \$774.13	
15952	U.S. Bank Corporate Payment Systems (3/23/20)	<u>Claudia Saldana Visa Card:</u> USPS (Certified Mail) \$8.80 USPS (Certified Mail) \$8.20 Acct. 101-23-7450 Rite Aid (toilet paper) \$13.13 Acct. #101-16-6450 USPS (stamps) \$55.00 Acct. 101-20-6120 Amazon.com (copy paper) \$82.91 Acct. 101-16-6200 Big Lots (paper towels) \$2.19 Acct. #101-16-6450 My Fax (March) <u>\$20.00</u> Acct. 101-16-6230 \$190.23	
15952	U.S. Bank Corporate Payment Systems (3/23/20)	<u>Scarlett Santos Leon Visa Card:</u> FedEx (Mt Olive Lane Sewer bid) \$35.00 Acct. # 206-50-7601 MMASC Registration \$115.00 Acct. # 101-16-6020 Broadvoice <u>\$173.14</u> Acct. #101-12-6440 \$323.14	\$1,287.50
15953	VCA Code Group (3/19/20)	<u>Feb 2020 Professional Services:</u> City Planner (Retainer) \$3,900.00 Acct. #101-20-7210 Chadwick Ranch Hours \$495.00 Acct. #101-20-7210 Plan Check Services <u>\$4,066.04</u> Acct. #101-20-7220	\$8,461.04
Total Regular Checks			<u>\$86,397.91</u>

APRIL 2020 PAYROLL:

ACH	Kevin Kearney (Apr 2020)	Salary: City Manager Acct. #101-12-5010	\$10,000.00	
		Withholdings Acct. #101-00-2011	<u>(2,221.99)</u>	\$7,778.01
ACH	Claudia Saldana (Apr 2020)	Salary: City Clerk Acct. #101-13-5010	\$5,118.67	
		Withholdings Acct. #101-00-2011	<u>(1,276.49)</u>	\$3,842.18
ACH	Scarlett Santos Leon (Apr 2020)	Salary: Management Analyst Acct. #101-16-5010	\$4,025.67	
		Withholdings Acct. #101-00-2011	(861.32)	
		PERS Employee Share Acct. #101-16-5010	<u>(271.73)</u>	\$2,892.62
ACH	Lisa Bailey (Apr 2020)	Finance Director (Mar 2020) 6.08 x \$82.94/hour Acct. #101-14-5010	\$241.91	
		Withholdings Acct. #101-00-2011	<u>(20.93)</u>	\$220.98
Total April 2020 Payroll				\$14,733.79

ELECTRONIC FUND TRANSFER (EFT) PAYMENTS for April 2020:

EFT	Aetna (Apr 2020)	<u>Health Insurance for April 2020:</u> City Manager Acct. #101-12-5100	\$1,510.63	
		City Clerk Acct. #101-13-5100	\$894.03	
		Management Analyst Acct. #101-16-5100	<u>\$401.60</u>	\$2,806.26
EFT	EDD (Apr 2020)	State Tax Withholdings SDI Acct. #101-00-2011	\$726.71 <u>\$193.87</u>	\$920.58
EFT	Dept. of Treasury Internal Revenue Service (Apr 2020)	Federal Tax Withholdings Social Security Medicare (Employee's portion of Social Security and Medicare is matched by the City) Acct. #101-00-2011	\$1,977.10 \$2,403.90 <u>\$562.20</u>	\$4,943.20

EFT	California PERS (Apr 2020)	City Manager Acct. #101-12-5100	\$1,498.77	
		City Clerk Acct. #101-13-5100	\$762.61	
		Management Analyst Acct. #101-16-5100	<u>\$552.92</u>	\$2,814.30
EFT	California PERS (Apr 2020)	Unfunded Accrued Liability		
		UAL Payment (Classic)	\$309.78	
		UAL Payment (PEPRA)	\$41.81	
		Acct. #101-16-6240		
		Replacement Benefit Contribution	<u>\$112.86</u>	\$464.45
		Acct. #101-16-6241		

MAYOR – CITY OF BRADBURY

ATTEST:

CITY CLERK – CITY OF BRADBURY

"I, Claudia Saldana, City Clerk, hereby certify that the foregoing Resolution, being Resolution No. 20-05, was duly adopted by the City Council of the City of Bradbury, California, at a regular meeting held on the 21st day of April 2020 by the following roll call vote:"

AYES:

NOES:

ABSENT:

CITY CLERK – CITY OF BRADBURY

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

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

Amount Due:	Trans Date:	DUE DATE:	Invoice #:
\$180.66	02/22/20	04/15/20	2446228931
PO:		Store: 100088887, WESTBORO, MA	

PRODUCT	SKU #	QUANTITY	UNIT PRICE	TOTAL PRICE
HP 651A BLACK TONER CARTR	990208	1.0000 EA	\$189.99	\$189.99
COUPONDISCOUNT	558100	1.0000 ST	-\$25.00	-\$25.00

Purchased by: CLAUDIA SALDANA
Order #: 9809060654

SUBTOTAL	\$164.99
TAX	\$15.67
TOTAL	\$180.66

see Check # 15925

724105





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

CITY OF BRADBURY

ACCOUNT NUMBER 4246-0446-0277-2711
STATEMENT DATE 03-23-20
TOTAL ACTIVITY \$ 774.13

000003385 01 SP 0.560 106481159594784 P

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

"MEMO STATEMENT ONLY"
DO NOT REMIT PAYMENT

APR 02 2020

NEW ACCOUNT ACTIVITY

OST DATE	TRAN DATE	TRANSACTION DESCRIPTION	REFERENCE NUMBER	MCC	AMOUNT
2-27	02-25	BJS RESTAURANTS 416 ARCADIA CA PUR ID: 025829 TAX: 0.00	24692160057100770075724	5812	35.05
3-04	03-03	BEST BUY 00001255 PASADENA CA PUR ID: 00000000000000000000 TAX: 8.20	24399000063295002034188	5732	88.19
3-04	03-03	BEST BUY 00001255 PASADENA CA PUR ID: 00000000000000000000 TAX: 49.80	24399000063295017010314	5732	539.79
3-09	03-05	THE HOME DEPOT #6629 MONROVIA CA PUR ID: TECH FUND EXPENSE TAX: 4.85	24610430066010188236443	5200	55.93
3-09	03-08	LOWES #01170* SAN DIMAS CA PUR ID: TECH FUND TAX: 0.85	24692160069100876730624	5200	9.83
3-18	03-16	THE HOME DEPOT #6629 MONROVIA CA PUR ID: TECH FUND TAX: 3.93	24610430077010180067777	5200	45.34

see Check # 15952

Default Accounting Code:

CUSTOMER SERVICE CALL 800-344-5696	ACCOUNT NUMBER 4246-0446-0277-2711		ACCOUNT SUMMARY	
	STATEMENT DATE 03-23-20		PREVIOUS BALANCE \$.00	
			DISPUTED AMOUNT \$.00	
SEND BILLING INQUIRIES TO: C/O U.S. BANCORP SERVICE CENTER, INC U.S. BANK NATIONAL ASSOCIATION P.O. BOX 6335 FARGO, ND 58125-6335	AMOUNT DUE \$ 0.00 DO NOT REMIT		PURCHASES & OTHER CHARGES \$774.13	
			CASH ADVANCES \$.00	
			CASH ADVANCE FEE \$.00	
			CREDITS \$.00	
			TOTAL ACTIVITY \$774.13	



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



CITY OF BRADBURY

ACCOUNT NUMBER 4246-0400-8040-6665

STATEMENT DATE 03-23-20

TOTAL ACTIVITY \$ 190.23

000003384 01 SP 0.560 106481159594783 P

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

"MEMO STATEMENT ONLY"
DO NOT REMIT PAYMENT

MAR 30 2020

NEW ACCOUNT ACTIVITY

POST DATE	TRAN DATE	TRANSACTION DESCRIPTION	REFERENCE NUMBER	MCC	AMOUNT
03-02	02-28	USPS PO 0522740820 DUARTE CA PUR ID: None TAX: 0.00	24137460060001302905549	9402	8.80
03-10	03-09	RITE AID STORE - 5528 DUARTE CA PUR ID: 078087 TAX: 0.00	24692160069100238377270	5912	13.13
03-11	03-10	USPS PO 0522740820 DUARTE CA PUR ID: None TAX: 0.00	24137460071001232367627	9402	8.20
03-17	03-16	USPS PO 0522740820 DUARTE CA PUR ID: None TAX: 0.00	24137460077001266676665	9402	55.00
03-20	03-19	AMAZON.COM*PV57A1MP3 AMZN AMZN.COM/BILL24137460079083729793476 PUR ID: 112-4747746-03842 TAX: 7.20	24137460079083729793476	5942	82.91
03-23	03-20	BIG LOTS STORES - #4170 DUARTE CA PUR ID: TAX: 0.19	24137460080300511173121	5310	2.19
03-23	03-23	MYFAX *PROTUS IP SOLN 866-563-9212 CA PUR ID: 33654634 TAX: 0.00	24692160083100390701160	5968	20.00

see Check # 15952

Default Accounting Code:

CUSTOMER SERVICE CALL 800-344-5696	ACCOUNT NUMBER 4246-0400-8040-6665		ACCOUNT SUMMARY	
	STATEMENT DATE 03-23-20		PREVIOUS BALANCE \$.00	
			PURCHASES & OTHER CHARGES \$190.23	
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		CASH ADVANCES \$.00	
			CASH ADVANCE FEE \$.00	
			CREDITS \$.00	
			TOTAL ACTIVITY \$190.23	



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



CITY OF BRADBURY

ACCOUNT NUMBER 4246-0446-2235-1074
STATEMENT DATE 03-23-20
TOTAL ACTIVITY \$ 323.14

000003386 01 SP 0.560 106481159594785 P

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

"MEMO STATEMENT ONLY"
DO NOT REMIT PAYMENT

MAR 30 2020

NEW ACCOUNT ACTIVITY

POST DATE	TRAN DATE	TRANSACTION DESCRIPTION	REFERENCE NUMBER	MCC	AMOUNT
02-26	02-25	SQ *FEDEX WEST COAST MAIL DUARTE CA PUR ID: 00011529215090820 TAX: 0.00	24692160057100413500534	8999	35.00
02-28	02-27	MUNICIPAL MANAGEMENT ASSO 877-3147080 CA PUR ID: 5206778479 TAX: 0.00	24207850058173200348105	7399	115.00
03-16	03-15	BROADVOICE 888-325-5875 CA PUR ID: 0000450140 TAX: 0.00	24453510075017185179607	4814	173.14

see Check # 15952

Default Accounting Code:

CUSTOMER SERVICE CALL 800-344-5696	ACCOUNT NUMBER 4246-0446-2235-1074		ACCOUNT SUMMARY	
	STATEMENT DATE 03-23-20		PREVIOUS BALANCE \$.00	
			PURCHASES & OTHER CHARGES \$323.14	
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		CASH ADVANCES \$.00	
			CASH ADVANCE FEE \$.00	
			CREDITS \$.00	
			TOTAL ACTIVITY \$323.14	

City of Bradbury **Monthly Investment Report for the month of March 2020**

CASH ON DEPOSIT BY ACCOUNT

Bank Accounts:

Wells Fargo Bank - General Checking

<u>Amount</u>	<u>Maturity</u>	<u>Interest Rate</u>
\$ 569,371.62	n/a	0%

Investments:

Local Agency Investment Fund (LAIF)

\$ 3,410,219.69	n/a	1.79%
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American Express Centurion CD

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

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

\$ 246,000.00	9/7/2021	3.00%
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Ally Bank CD

\$ 247,000.00	9/26/2022	1.95%
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Total

\$ 4,965,591.31

CASH & INVESTMENTS ON DEPOSIT BY FUND

Funds

General Fund (101)

\$3,244,617.04

Utility Users Tax Fund (102)

\$759,406.96

Deposits Fund (103)

\$4,294.03

Long Term Planning Fee Fund (112)

\$19,942.18

Technology Fee Fund (113)

\$41,084.84

Gas Tax Fund (200)

\$13,221.33

SB 1 Gas Tax Fund (201)

\$16,613.22

Prop A Fund (203)

\$28,603.02

Prop C Fund (204)

\$15,310.51

TDA Fund (205)

\$3,751.18

Sewer Fund (206)

\$468,330.00

STPL Fund (208)

\$1,020.64

Recycling Grant Fund (209)

\$5,115.98

Measure R Fund (210)

\$47,236.83

Measure M Fund (212)

\$27,465.75

COPS Fund (215)

\$250,472.64

County Park Grant Fund (217)

\$8,185.47

CWPP Grant Fund (219)

\$10,919.69

Total

\$ 4,965,591.31

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

Reviewed By:

Kevin Kearney
City Manager

Laurie Silver
City Treasurer

Revenues

Acct. Number	Account Description	2017-18 Actual	2018-19 Actual	2019-20 Budget	2019-20 YTD @ 03/31/20	
General Fund:						
101-00-4010	Property Tax-Current Secured	438,658	471,209	495,000	258,863	52%
101-00-4030	Property Tax-Current Unsecured	3,941	18,096	18,500	17,845	96%
101-00-4050	Property Tax Prior Year	-			(62)	#DIV/0!
101-00-4060	Public Safety Augmentation F	10,323	11,680	12,000	7,741	65%
101-00-4070	Delinquent Taxes	6,624	6,401	7,500	6,162	82%
101-00-4100	Sales & Use Tax	4,114	1,962	1,500	891	59%
101-00-4110	Franchise Fee-Cable TV	18,708	22,476	23,000	19,402	84%
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	18,878	51%
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	16,367	117%
101-00-4200	Motor Vehicle In-Lieu	130,646	137,540	140,000	71,096	51%
101-00-4210	Dist & Bail Forfeiture	2,867	1,116	1,500	1,928	129%
101-00-4220	Fines-City	21,906	21,732	2,000	311	16%
101-00-4350	Business License	44,063	40,611	40,700	27,082	67%
101-00-4360	Movie & TV Permits	3,030	-	-	30,900	#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	1,635	102%
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	69,715	279%
101-00-4470	Building Construction Permit	179,175	236,173	250,000	63,841	26%
101-00-4480	Building Plan Check Fees	260,790	159,454	250,000	74,695	30%
101-00-4485	Landscape Plan Check Permit	10,627	7,433	5,500	2,793	51%
101-00-4490	Green Code Compliance	26,871	29,086	27,000	5,821	22%
101-00-4500	Civic Center Rental Fee	1,050	-	1,050	900	86%
101-00-4530	Environmental & Other Fees	8,612	371	1,000	1,112	111%
101-00-4540	City Engineering Plan Check	140,793	127,680	135,000	46,453	34%
101-00-4600	Interest Income	20,081	70,777	77,712	31,980	41%
101-00-4700	Sales of Maps & Publications	317	352	400	125	31%
101-00-4800	Other Revenue	-	148	200		0%
101-00-4850	Cal-Am Loan Repayment	-	-	4,820		0%
101-00-4900	Reimbursements	65	5,783	3,000	1,230	41%
101-00-4920	Sale of Prop. A Funds	56,000		-		#DIV/0!
101-23-4950	Vacant Property Registry Fee	50	100	100	100	100%
101-24-4610	Donations		500	-	500	#DIV/0!
Total General Fund Revenues		1,594,088	1,554,316	1,672,682	778,304	47%
Utility Users Tax Fund:						
102-00-4600	Interest	7,099	16,097	18,810	7,929	42%
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				
		243,191	16,133	18,810	7,929	42%

Revenues

Acct. Number	Account Description	2017-18 Actual	2018-19 Actual	2019-20 Budget	2019-20 YTD @ 03/31/20	
Long Term Planning Fee Fund:						
112-00-4490	Long-Term Planning Fee	10,647	7,027	8,000	2,890	36%
112-00-4600	LTP Fee Interest Income	143	411	400	188	47%
		<u>10,790</u>	<u>7,438</u>	<u>8,400</u>	<u>3,078</u>	<u>37%</u>
Technology Fee Fund:						
113-00-4520	Technology Fee	14,646	18,864	18,500	5,330	29%
113-00-4600	Technology Fee Interest Income	498	894	1,000	516	52%
		<u>15,144</u>	<u>19,758</u>	<u>19,500</u>	<u>5,846</u>	<u>30%</u>
Gas Tax Fund:						
200-00-4000	Transfers In					
200-00-4200	TCRA Funds	1,258	1,206	-	1,211	#DIV/0!
200-00-4600	Gas Tax Interest	1,045	2,313	-	75	#DIV/0!
200-48-4260	Gas Tax	34,031	26,111	25,000	20,823	83%
		<u>36,334</u>	<u>29,630</u>	<u>25,000</u>	<u>22,109</u>	<u>88%</u>
SB1 Gas Tax Fund:						
201-00-4000	Transfers In		6,623	-		#DIV/0!
201-48-4260	Gas Tax		19,604	15,000	11,655	78%
201-00-4600	Gas Tax Interest		331	-	67	#DIV/0!
			<u>26,558</u>	<u>15,000</u>	<u>11,722</u>	<u>78%</u>
Prop. A Fund:						
203-40-4260	Prop. A Transit Funds	20,948	22,224	23,000	16,742	73%
203-40-4600	Prop. A Transit Interest	95	291	308	225	73%
		<u>21,043</u>	<u>22,515</u>	<u>23,308</u>	<u>16,967</u>	<u>73%</u>
Prop. C Fund:						
204-48-4260	Prop. C Funds	17,532	18,434	19,000	13,887	73%
204-48-4600	Prop. C Interest	524	1,447	-	70	#DIV/0!
		<u>18,056</u>	<u>19,881</u>	<u>19,000</u>	<u>13,957</u>	<u>73%</u>
Transportation Development Act Fund:						
205-48-4260	TDA Funds	7,362	22,637	5,000	3,336	67%
205-48-4600	TDA Interest	(2)	-		4	#DIV/0!
		<u>7,360</u>	<u>22,637</u>	<u>5,000</u>	<u>3,340</u>	<u>67%</u>
Sewer Fund:						
206-00-4000	Transfers In	1,100,000		600,000		0%
206-50-4600	Sewer Fund Interest	9,700	13,901	885	6,044	683%
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!
		<u>1,152,840</u>	<u>13,901</u>	<u>600,885</u>	<u>6,044</u>	<u>1%</u>
STPL Fund:						
208-00-4260	STPL Funds	-				
208-00-4600	STPL Interest	316	703	-	10	#DIV/0!
		<u>316</u>	<u>703</u>	<u>-</u>	<u>10</u>	<u>#DIV/0!</u>
Recycling Grant Fund:						
209-00-4260	Recycling Grant Funds	5,000	10,000	5,000		0%
209-00-4600	Recycling Grant Interest	90	201		118	#DIV/0!

Revenues

Acct. Number	Account Description	2017-18 Actual	2018-19 Actual	2019-20 Budget	2019-20 YTD @ 03/31/20	
		5,090	10,201	5,000	118	2%
Measure R Fund:						
210-48-4260	Measure R Funds	13,014	13,830	15,000	10,409	69%
210-48-4600	Measure R Interest	692	1,767	-	587	#DIV/0!
		13,706	15,597	15,000	10,996	73%
Measure M Fund						
212-48-4260	Measure M Funds	11,795	15,596	16,500	16,206	98%
212-48-4600	Measure M Interest	69	284	-	209	#DIV/0!
		11,864	15,880	16,500	16,415	99%
Measure W Fund						
213-48-4260	Measure W Funds			60,000	-	
213-48-4600	Measure W Interest		-			#DIV/0!
		-	-	60,000	-	0%
Citizen's Option for Public Safety (COPS) Fund:						
215-23-4260	COPs Funds	143,168	148,747	100,000	155,948	156%
215-23-4600	COPs Interest	1,383	3,679	982	2,296	234%
		144,551	152,426	100,982	158,244	157%
County Park Grant:						
217-00-4210	County Park Grant					
217-00-4600	Grant Fund Interest Income	85	190	180	90	50%
		85	190	180	90	50%
Fire Safe Grant:						
219-00-4260	Community Wildfire Protection Plan			45,000		
219-00-4270	HOA Contribution					
219-00-4600	Fire Safe Grant Interest Income	101	226	215	113	53%
		101	226	45,215	113	0%
Total Revenues		3,274,560	1,927,989	2,650,462	1,055,282	40%

Expenditures

Account Description		2017-18 Actual	Amended 2018-19 Budget	2018-19 YTD 6/30/19	2019-20 Budget	2019-20 YTD @ 03/31/20	
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	3,000	75%
101-11-6100	Events and awards	7,662	4,700	6,490	6,000	6,451	108%
101-11-6110	City Newsletter	225	-	1,257	-	235	#DIV/0!
		10,887	7,700	10,747	10,000	9,686	97%
City Manager Division:							
101-12-5010	Salaries	102,500	106,395	106,395	109,268	90,000	82%
101-12-5100	Benefits	41,806	42,300	44,100	46,174	36,265	79%
101-12-6020	Meetings & Conferences	2,027	2,500	3,373	3,500	4,853	139%
101-12-6025	Expense Account	1,130	1,500	317	1,500	1,198	80%
101-12-6050	Mileage	1,023	1,200	1,104	1,200	910	76%
101-12-6440	Cell Phone	900	900	900	1,000	675	68%
		149,386	154,795	156,189	162,642	133,901	82%
City Clerk Division:							
101-13-5010	Salaries	60,741	59,809	59,809	61,424	40,949	67%
101-13-5100	Benefits	24,294	24,100	24,706	24,702	23,657	96%
101-13-6020	Meetings & Conferences		100	-	-	12	#DIV/0!
101-13-6040	Transportation & Lodging		100	-	-		#DIV/0!
101-13-6050	Mileage	142	150	47	50	114	228%
101-13-6210	Special Department Supplies		250	122	275	157	57%
101-13-6220	Election Supplies	473	500	-	500	314	63%
101-13-6225	Codification	2,317	1,500	7,064	7,000	1,228	18%
101-13-7000	Contract Election Services	-	12,000	-	12,000		0%
		87,967	98,509	91,748	105,951	66,431	63%
Finance Division:							
101-14-5010	Salaries	14,230	15,043	15,100	15,449	9,739	63%
101-14-5100	Benefits	1,299	1,250	1,116	1,371	1,528	111%
101-14-6210	Special Department Supplies	94	350	575	600	37	6%
101-14-6230	Contracted Computer Services	1,459	2,000	1,141	500	400	80%
101-14-7010	Contracted Banking Services	4,726	4,600	4,254	4,000	3,550	89%
101-14-7020	Contracted Audit Services	18,523	14,700	17,466	18,000	15,300	85%
101-14-7040	GASB Reports	350	350	700	725	700	97%
		40,681	38,293	40,352	40,645	31,254	77%
City Attorney Division:							
101-15-7020	City Attorney Retainer	29,400	29,400	29,400	31,800	21,200	67%
101-15-7070	City Attorney Special Service	2,702	6,000	1,331	5,000	415	8%
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	21,615	34%
General Government Division:							
101-16-5010	Salaries	37,219	47,038	47,038	48,308	34,005	70%
101-16-5100	Benefits	9,524	12,700	12,695	13,107	11,412	87%
101-16-6010	Seminars & Training	375	500		1,000		0%
101-16-6020	Meetings & Conferences	195	150	60	200	185	93%
101-16-6040	Transportation & Lodging	-	500	388	1,000		0%
101-16-6050	Mileage	215	500	261	300	151	50%
101-16-6120	Postage	267	500	856	300	634	211%
101-16-6200	Office Supplies	1,324	2,500	2,061	2,500	492	20%

Expenditures

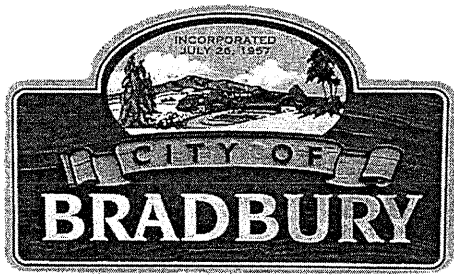
Account Description		2017-18 Actual	Amended 2018-19 Budget	2018-19 YTD 6/30/19	2019-20 Budget	2019-20 YTD @ 03/31/20	
101-16-6210	Special Departmental Supplies	1,622	1,622	397	500		0%
101-16-6230	Computer & Website Services	7,232	18,000	10,929	15,000	6,513	43%
101-16-6240	PERS UAL Payment	2,259	2,068	2,068	3,717	3,164	85%
101-16-6242	PERS SSA 218 Annual Fee					200	
101-16-6241	PERS Replacement Benefit Contribution			2,535	3,000	2,444	81%
101-16-6250	Copier & Duplications	2,216	2,216	6,740	5,000	903	18%
101-16-6300	Insurance	54,738	47,201	55,553	56,000	19,811	35%
101-16-6400	Utilities	2,953	5,000	4,114	4,500	1,677	37%
101-16-6440	Telephone	6,714	7,000	4,163	6,000	1,398	23%
101-16-6450	Building Operations	1,132	1,000	603	4,000	222	6%
101-16-6460	Building & Cleaning Service	2,795	2,500	2,825	3,000	2,855	95%
101-16-6470	Maintenance & Supplies	-	500	328	400	13	3%
		130,780	151,495	153,614	167,832	86,079	51%
Engineering Division:							
101-19-7230	Contracted Engineering Services	138,463	125,000	100,399	130,000	47,560	37%
101-19-7238	Annexation	59,350	-				#DIV/0!
		197,813	125,000	100,399	130,000	47,560	37%
Planning, Zoning & Development Division:							
101-20-6020	Meetings & Conferences			38			#DIV/0!
101-20-6120	Postage	332	300	727	1,000	263	26%
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	46,843	46,800	27,300	58%
101-20-7220	Contracted Building & Safety	232,115	290,000	199,684	250,000	79,192	32%
101-20-7240	City Planner Special Service	15,592	10,000	18,191	15,000	13,530	90%
101-20-7245	General Plan update	406	406	2,160	-	2,550	#DIV/0!
101-20-7075	Development Code Update				26,000	-	0%
		295,455	348,506	268,073	339,800	122,835	36%
Parks & Landscape Maintenance Division:							
101-21-7015	Royal Oaks Trail Maintenance	7,305	10,000	13,724	10,000	4,612	46%
101-21-7020	City Hall Grounds Maintenance	2,670	19,830	10,780	7,000	7,139	102%
101-21-7025	Trail Maintenance	1,777	7,000	11,311	10,000	4,356	44%
101-21-7035	Mt.Olive Entrance & Trail	7,349	5,500	7,343	12,000	7,194	60%
101-21-7045	Lemon/RO Horse Trail	1,380	27,500	29,197	43,000	1,044	2%
101-21-7060	Street Tree Trimming	11,098	10,000	10,857	-	-	#DIV/0!
		31,579	79,830	83,212	82,000	24,345	30%
Public Safety Division:							
101-23-6210	Special Departmental Services		20,000	20,336	-	3	#DIV/0!
101-23-7410	Contract Services Sheriff	117,875	113,315	112,465	118,522	69,137	58%
101-23-7420	City Hall Security	2,582	2,600	3,282	3,500	2,162	62%
101-23-7450	Code Enforcement	4,499	5,600	11,241	6,000	15,076	251%
101-23-7757	AED Purchase		3,278	2,863	-		#DIV/0!
		124,956	144,793	150,187	128,022	86,378	67%
Emergency Preparedness Division:							
101-24-6010	Seminars & Training	-					
101-24-6020	Meetings & Conferences	55	50	133	100	67	67%
101-24-6030	Memberships & Dues	360	360	360	375	360	96%
101-24-6100	Events & Awards				500		0%
101-24-6470	Maintenance & Supplies	869	2,500	2,406	5,500	1,229	22%
101-24-6480	Civic Center Generator	-	-	1,191	-	857	#DIV/0!
101-55-7030	Hazard Mitigation Plan	16	15,000	5,063	-	8	#DIV/0!
101-24-7245	Hazard Mitigation Plan				5,000		0%

Expenditures

Account Description	2017-18 Actual	Amended 2018-19 Budget	2018-19 YTD 6/30/19	2019-20 Budget	2019-20 YTD @ 03/31/20	
	1,300	17,910	9,153	11,475	2,521	22%
Animal & Pest Control Division:						
101-25-7000 Animal Control Services	2,745	4,777	3,330	18,085	12,700	70%
101-25-7010 Pest Control Services	175	300	200	300		0%
	2,920	5,077	3,530	18,385	12,700	69%
Intergovernmental Relations Division:						
101-30-6030 Memberships & Dues	8,610	8,700	4,072	9,200	10,459	114%
General Fund Totals	2,215,647	1,217,008	1,103,107	1,869,852	655,764	35%
Utility Users Tax Fund:						
101-15-7075 NPDES Stormwater Compliance	36,081	100,000	32,802	26,000	8,555	33%
Long Term Planning Fee Fund:	1,350		8,645			#DIV/0!
Technology Fee Fund:						
113-20-4500 Permit Digitizing	8,631	16,677	17,495	10,000	13,277	133%
113-20-7730 Website	-	8,000	-	20,000		0%
113-20-8120 Capital Equipment-Server & Copier	7,470		1,188			#DIV/0!
	16,101	24,677	18,683	30,000	13,277	44%
Gas Tax Fund:						
200-48-5000 Transfers Out			6,623	-		
200-48-6400 Utilities-Select System	11,272	12,000	9,394	9,000	5,982	66%
200-48-6410 Street Lights	9,293	9,000	8,073	8,000	6,049	76%
200-48-7000 PW Contract Services	1,474	2,000	2,126	3,000	440	15%
200-48-7290 Street Sweeping	4,071	4,000	3,131	4,000	1,879	47%
200-48-7755 City Wide Slurry Seal		108,399	110,394			#DIV/0!
	26,110	135,399	139,741	24,000	14,350	60%
SB1 Gas Tax Fund:						
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%
Prop. A Fund:						
203-00-7600 Sale of Prop. A Funds	80,000					
203-40-7625 Transit Services		9,000	7,745	9,000	5,633	63%
	80,000	9,000	7,745	9,000	5,633	63%
Prop. C Fund:						
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%
Transportation Development Act Fund:						
205-48-7720 Lemon/RO Horse Trail Project	7,142	30,000	22,636			#DIV/0!
205-48-7735 Royal Oaks & Mt. Olive Trail Rehab.				5,000		
205-00-7760 Return of Funds	220					#DIV/0!
	7,362	30,000	22,636	5,000	-	0%
Sewer Fund:						
206-50-7600 Mt. Olive Drive Sewer Project	-	9,760	9,760	2,619	2,619	100%

Expenditures

Account Description		2017-18 Actual	Amended 2018-19 Budget	2018-19 YTD 6/30/19	2019-20 Budget	2019-20 YTD @ 03/31/20	
206-50-7601	Mt. Olive Lane Sewer Project	13,695	537,807	6,271	65,000	21,465	33%
206-50-7605	Lemon Ave. Project	103,816	-	-	580,000		0%
206-50-7606	Winston Ave Project	25,813	492,582	587,816	5,125	5,152	101%
		143,324	1,040,149	603,847	652,744	29,236	4%
STPL Fund:							
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!
Recycling Grant Fund:							
209-35-7300	Recycling Education	4,500		5,801	5,000	6,300	126%
Measure R Fund:							
210-48-7755	City Wide Slurry Seal		88,763	49,950	-		#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	53,940	14,000	-	0%
Measure M Fund							
212-48-7755	Citywide Slurry Seal	-	4,514	4,514		1,610	#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	16,580	27,000	1,610	6%
Measure W Fund							
213-42-7630	NPDES Stormwater Compliance				60,000		
Citizen's Option for Public Safety (COPS) Fund:							
215-23-7410	Contract Services Sheriff	145,020	95,500	73,198	100,000	100,000	100%
215-23-7411	Contract CSO Services & Supplies				55,000		0%
		145,020	95,500	73,198	155,000	100,000	65%
County Park Grant:							
217-21-7650	Civic Center Park	-	-	-	1,000	1,000	-
Fire Safe Grant 14-USFS-SFA-0053:							
219-21-7761	Community Wildfire Protection Plan	-			72,000		
Total Expenditures		2,684,586	2,892,174	2,215,822	2,989,496	835,725	28%



Richard T. Hale, Jr., 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: April 21, 2020

SUBJECT: **ORDINANCE NO. 371: AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BRADBURY AMENDING THE BRADBURY MUNICIPAL CODE REGARDING PARKING PROHIBITIONS ON DESIGNATED STREETS**

ATTACHMENTS: 1) Ordinance No. 371

SUMMARY

During the March meeting, the City Council introduced Ordinance No. 371 and set for adoption, during the April meeting, adoption of the ordinance.

It is recommended that the City Council adopt, waive reading in full, and authorize reading by title only of Ordinance No. 371, "AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BRADBURY AMENDING THE BRADBURY MUNICIPAL CODE REGARDING PARKING PROHIBITIONS ON DESIGNATED STREETS."

FINANCIAL ANALYSIS

Ordinance No. 371 regulates parking on certain streets, and signage will be needed to advise motorists of the overnight parking restrictions. Materials and installation for each sign is approximately \$300. The total costs are expended to total around \$5,700. This potentially includes three (3) signs on Lemon, eight (8) mounts to existing signs on Braewood, and two (2) signs on the streets of Gardi, Fairlee, Spring Point, and Oak Shade. Staff has yet to do an in-dept analysis on the placement of signs and costs, so these are general estimates.

STAFF RECOMMENDATION

It is recommended that the City Council adopt, waive reading in full, and authorize reading by title only of Ordinance No. 371, "AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BRADBURY AMENDING THE BRADBURY MUNICIPAL CODE REGARDING PARKING PROHIBITIONS ON DESIGNATED STREETS."

ATTACHMENT # 1

ORDINANCE NO. 371

**AN ORDINANCE OF THE CITY COUNCIL
OF THE CITY OF BRADBURY AMENDING
THE BRADBURY MUNICIPAL CODE
REGARDING PARKING PROHIBITIONS ON
DESIGNATED STREETS**

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

Section 1. Section 4.01.1000 of the Bradbury Municipal Code is hereby amended to read as follows:

Sec. 4.01.1000. – Stopping, standing or parking on city streets during certain hours.

- a. No person shall park any motor vehicle or leave standing any motor vehicle for a period exceeding two hours between the hours of 7:00 a.m. and 6:00 p.m. on any day except Sunday on Braewood Drive.
- b. No person shall park any motor vehicle or leave standing any motor vehicle between the hours of 4:00 a.m. and 5:00 a.m. on those certain public streets as set forth below:
 1. Mount Olive Drive.
 2. Mount Olive Lane.
 3. Lemon Avenue - south side.
 4. Fairlee Avenue.
 5. Gardi Street - west of Mount Olive Drive for entire duration.
 6. Braewood Drive
 7. Spring Point Road
 8. Oak Shade Road.
- c. Upon application to the City Manager, or designee, on a form created for such purpose, any resident may be granted authority to park on the streets or portions of streets described in subsections a or b adjacent to their property for the duration provided in this subsection to allow out-of-town visitors to park in front of the residence which they are visiting for a limited time period during the hours otherwise prohibited by subsections a or b.
 1. Parking passes shall be issued by the City Manager or designee.
 2. To obtain a parking pass, each applicant shall furnish their name and address, the license number of the vehicle, the date of issuance and the day the parking pass is valid. Such pass shall be placed in the interior of the vehicle in such a manner as to be clearly visible to traffic enforcement officers.

3. The vehicle parking pass shall be issued and shall include the identifying license number of the vehicle and the location at which the applicant desires to park the vehicle.
4. The parking pass shall be valid for a maximum of five days. Prior to expiration of a vehicle parking pass issued under this section, the applicant may apply for and be granted a new vehicle parking pass for three days if the applicant still qualifies under the conditions set forth herein. In no event shall more than two vehicle parking passes be issued to an applicant within a 30-day period.
5. The City Council shall, by resolution, establish a fee for issuance of a vehicle parking pass.

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

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

PASSED, APPROVED and ADOPTED this ____ day of _____, 2020.

Mayor

ATTEST:

Claudia Saldana
City Clerk

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

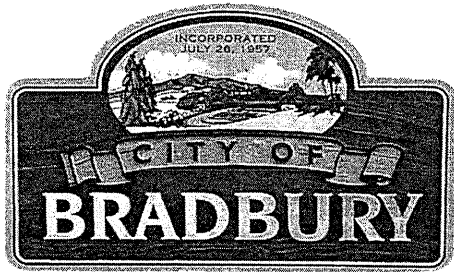
I, Claudia Saldana, City Clerk of the City of Bradbury, do hereby certify that the foregoing ordinance, being Ordinance No. _____, was duly passed by the City Council of the City of Bradbury, signed by the Mayor of said City, and attested by the City Clerk, all at a regular meeting of the City Council held on the ____ day of _____, 2020, 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 T. Hale, Jr., 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: April 21, 2020

SUBJECT: **LETTER OF SUPPORT: Duarte's ATP Cycle 5 Grant**

ATTACHMENTS: 1) Letter of Support

SUMMARY

The City of Duarte is interested in obtaining a Letter of Support from the City of Bradbury for a grant to improve their Donald & Bernice Watson pedestrian and bicycle pathway.

It is recommended that the City Council approve the attached Letter of Support (Attachment #1).

DISCUSSION

The City of Duarte's Public Works Division is requesting support from the City of Bradbury for the Donald & Bernice Watson Multi-Use Pathway Improvement Project – Application for Active Transportation Program (ATP) Cycle 5 Grant.

The grant is for the rehabilitation of the Duarte Multi-Use Pedestrian and Bicycle Path. The Class I Bicycle path and pedestrian path is 1.6 miles long. This project would include the rehabilitation of the asphalt path for the entire path, ADA accessible crossings, ADA accessible upgrades, curb ramps, wayfinding signs, landscape, lighting improvement at crossings for greater pedestrian visibility, pedestrian furniture, and public art totaling \$1,200,000.

If approved, the grant would be funded by Caltrans through the Active Transportation Program with the goal to encourage increased use of active modes of transportation such as walking and biking throughout the State. The ATP provides funding to communities

throughout California to support infrastructure projects, non-infrastructure projects, and Plans to further these goals.

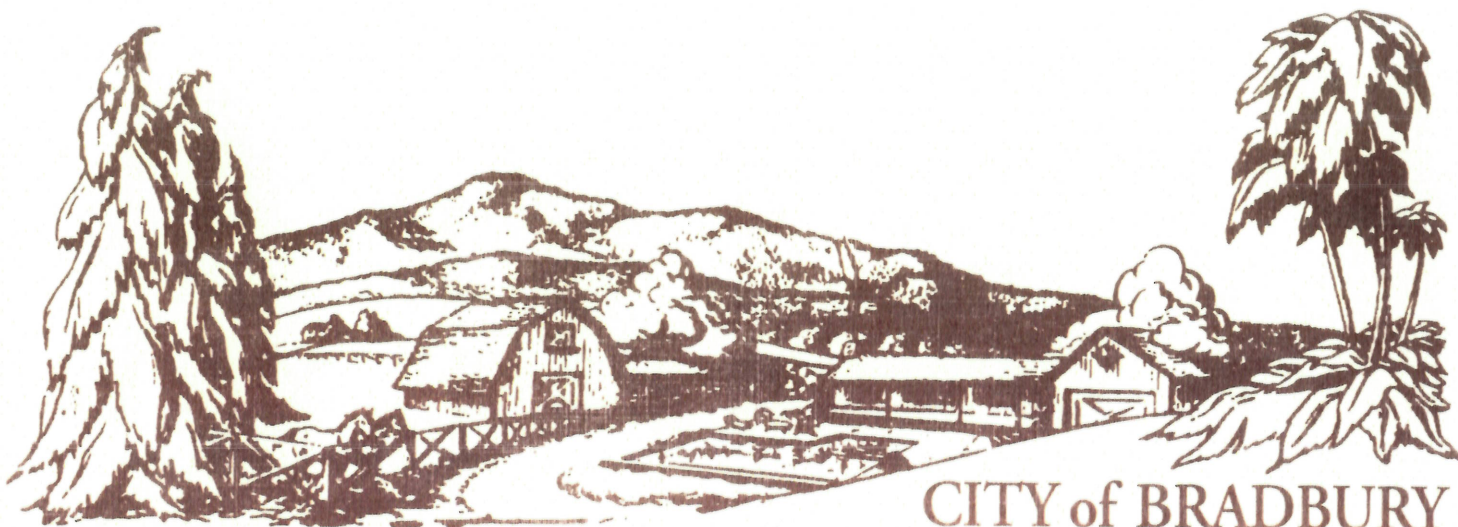
FINANCIAL ANALYSIS

Submitting the attached Letter of Support does not involve any Bradbury expenses; therefore, there is no financial impact.

RECOMMENDATION

It is recommended that the City Council approve the attached Letter of Support (Attachment #1).

ATTACHMENT # 1



CITY of BRADBURY

Incorporated July 26, 1957

April 21, 2020

Mr. Mitch Weiss
Executive Director
California Transportation Commission
1120 N Street, MS-52
Sacramento, CA 95814

Subject: City of Duarte's Donald & Bernice Watson Multi-Use Pathway Improvement Project – Application for Active Transportation Program (ATP) Cycle 5 Grant

Dear Mr. Weiss:

I am pleased to submit this letter of support for the City of Duarte's application under the Active Transportation Program (ATP) Cycle 5 for the Donald & Bernice Watson Multi-Use Pathway Improvement Project. This project will reestablish and maintain accessibility and safety through active transportation. The project provides safe access to two primary schools (K - 8), parks, transit, employment, and commercial/retail centers, while integrating into an overall system of active transportation providing broader connections throughout the community and beyond our City boundaries.

The Donald & Bernice Watson Multi-Use Pedestrian and Bicycle Path is a highly used set of parallel 1.6-mile paved and unpaved pathways in the City of Duarte. These pathways connect a community that heavily relies on active transportation (75th percentile, per HPI) directly with schools, parks, transit, employment, and commercial/retail centers. The pathways, named after the community's first African-American mayor, are a figurehead of the neighborhoods it bisects and serve as a regional draw to recreation enthusiasts, as the only east-west connection via a Class I bicycle facility to the northern beginning of the 38-mile long San Gabriel River Bikeway.

Prioritized in its 2016 Bicycle Master and Safe Routes to Transit Plans, the project will reestablish and improve accessibility and safety throughout the community by connecting to existing and active transportation facilities. This construction-ready project includes the complete reconstruction of the entirety of the asphalt pathway, reconfiguring safe and

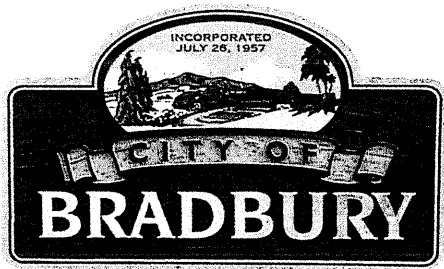
comfortable access for active transportation users. The project additionally provides improved ADA accessible crossings and compliant ramps at five locations; installs six different lighting improvements at four intersections for safer crossings and to provide greater pedestrian visibility; and installs eight new benches and pads to serve as rest stops along the 3.2-mile round-trip. The project provides erosion solutions to the sunken pathway through installation of drainages improvements at three locations, which will improve overall walk and bikeability and safety for users. Landscaping enhancements will protect erosion improvements and provide hillside stabilization, all working in combination to prevent dirt and debris from creating hazards. Finally, to maintain safety for all users, and to maintain separation and specific locations, 22 40-inch highly visible bollards will be installed.

Combined, the proposed improvements further encourage residents to safely use and enjoy active transportation and recreation activities, reducing vehicle-related air pollution, thereby enhancing public health for all.

I strongly urge you to fund this important project for the City of Duarte and support our shared goals of safe and sustainable active transportation in the community. If you have any questions, please do not hesitate to contact Kevin Kearney, City Manager, at (626) 358-3218, or at kkearney@cityofbradbury.org.

Sincerely,

Richard T. Hale, Jr.
City of Bradbury, *Mayor*



Richard T. Hale Jr., 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: April 21, 2020

SUBJECT: **CONTRACTUAL AGREEMENT WITH DENOVO FOR EIR REVIEW
AND AMENDMENT WITH NEVIS CAPITAL, LLC FOR SUCH
SERVICES FOR THE CHADWICK RANCH ESTATES
DEVELOPMENT**

ATTACHMENTS: 1. Professional Services Agreement: Environmental Consultant
Services with DeNovo Planning Group, Inc.
2. Second Amendment to 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

SUMMARY

Both the City of Bradbury and the Chadwick Ranch Estates Developer have agreed that an additional layer of review of the Environmental Impact Report would be beneficial for the project. As such, the City desires to contract with DeNovo to perform such services, and the developer has agreed to pay for costs associated with it.

It is recommended that the City Council approve the following Agreement and Amendment:

1. Professional Services Agreement: Environmental Consultant
Services with DeNovo Planning Group, Inc.
2. Second Amendment to 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

DISCUSSION

On July 16, 2019, the City of Bradbury entered into an agreement with Nevis Capital, LLC ("Developer") for the development of the Chadwick Ranch Estates project. As part of the project, the City entered into agreements with UltraSystems Environmental, Inc. as the environmental consultant and Michael Baker International as planning consultant to assist with the project.

Both the City and the Developer have determined that it would be beneficial to have an additional layer of review of the Environmental Impact Report (EIR) for this project by having the document peer reviewed by another environmental consultant. The City has received a proposal from DeNovo Planning Group, Inc. ("DeNovo") to perform such services and has determined that they are fully qualified to perform such professional services.

In the original agreement and in the attached second amendment with Nevis Capital, LLC, the developer has agreed to reimburse the City for all expenses incurred for environmental and planning services performed by DeNovo and other contractors involved in reviewing the project.

FINANCIAL ANALYSIS

The proposed Agreement and Amendment will have no significant financial impact to the City. The developer is agreeing to pay for all costs and expenses. As part of the agreement between the City of Bradbury and Nevis Capital, LLC., the developer shall deposit with the City an additional sum of \$26,275 to cover the anticipated costs of \$18,370 to cover the anticipated costs of the additional services within seven (7) days of the effective date of the contract.

STAFF RECOMMENDATION

It is recommended that the City Council approve the following Agreement and Amendment:

1. Professional Services Agreement: Environmental Consultant Services with DeNovo Planning Group, Inc.
2. Second Amendment to Agreement between the City of Bradbury and Nevis Capital, LLC for the Payment of Fees and Costs Related to Contract Environmental, Planning, Engineering and Legal Services for the Development of Chadwick Ranch Estates

ATTACHMENT # 1

**PROFESSIONAL SERVICES AGREEMENT
ENVIRONMENTAL CONSULTANT – CHADWICK RANCH ESTATES
(City of Bradbury /De Novo Planning Group, Inc.)**

1. IDENTIFICATION

THIS PROFESSIONAL SERVICES AGREEMENT (“Agreement”) is entered into by and between the City of Bradbury, a California municipal corporation (“City”), and De Novo Planning Group, Inc., a California corporation (“Consultant”).

2. RECITALS

- 2.1 Nevis Capital, LLC has submitted applications to subdivide and develop the 111 acre property known as Chadwick Ranch Estates into a 14-residential lot subdivision. Among other things, entitlements will require a General Plan Amendment, Specific Plan, Zone Text Amendment and Tract Map.
- 2.2 City has hired an Environmental Consultant to draft the Environmental Impact Report for the Project.
- 2.3 Based on the known sensitivity of the Project and the number of comments which have already been received in response to the Notice of Preparation, City and Developer have determined that it would be beneficial to have an additional layer of review of the Environmental Impact Report for this Project by having the document peer reviewed by another environmental consultant.
- 2.4 Consultant was one of the original bidders on the Project in response to the Request for Proposal and City has determined that Consultant is fully qualified to perform such professional services by virtue of its experience and the training, education and expertise of its principals and employees. Consultant further represents that it is willing to accept responsibility for performing such services in accordance with the terms and conditions set forth in this Agreement.

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

3. DEFINITIONS

- 3.1 “Scope of Services”: Such professional services as are set forth in the proposal to City dated March 18, 2020, which proposal is attached hereto as Exhibit A (the “Proposal”) and incorporated herein by this reference.
- 3.2 “Approved Fee Schedule”: The fee for the services hereunder shall be \$150/hour.
- 3.3 “Effective Date”: This Agreement shall be effective upon the signature of both parties.
- 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 Effective 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.
- 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. Starla Barker shall be the Project Manager and Steve McMurtry shall be the Principal in charge. No change shall be made to these key personnel without consent of the City.

6. **COMPENSATION**

- 6.1 City agrees to compensate Consultant for the services provided under this Agreement at the hourly rate of \$150.
- 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.

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, but not the obligation, 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:
De Novo Planning Group, Inc.
180 East Main Street, Suite 108
Tustin, CA 92780
Attn: Steve McMurtry, Principal
Email: smcmurtry@denovoplanning.com
Telephone: 916/580-9818

With courtesy copy to:

Cary S. Reisman, City Attorney
City of Bradbury
Jones & Mayer
3777 N. Harbor Blvd.
Fullerton, CA 92835
Email: csr@jones-mayer.com
Telephone: (714) 446-1400
Facsimile: (714) 446-1448

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 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.

“City”
City of Bradbury

By: _____
Richard T Hale, Jr., Mayor

Date: _____

“Consultant”
De Novo Planning Group

By:  _____

Date: 4/13/20

Attest:

Claudia Saldana, City Clerk

Approved as to form:

Cary S. Reisman, City Attorney
City of Bradbury

EXHIBIT 'A'



March 18, 2020

City of Bradbury
Attn: Kevin R. Kearney
City Manager
600 Winston Avenue
Bradbury, CA 91008
Via email: kkearney@cityofbradbury.org

SUBJECT: Peer Review of the Chadwick Ranch Estates Environmental Impact Report

Dear Mr. Kearney,

De Novo Planning Group (De Novo) is pleased to submit this proposal to conduct a third-party technical peer review of the Chadwick Ranch Estates Environmental Impact Report (EIR). The following is our understanding of the project, scope of work, and associated schedule and fee.

PROJECT UNDERSTANDING

The Project applicant is proposing a 111.8-acre exclusive master-planned residential community with 14 estate residential lots and 14 non-residential lots and associated infrastructure systems in the foothills of the San Gabriel Mountains in the northeastern part of the City of Bradbury. The City has determined preparation of an EIR is required to address the potentially significant environmental impacts which may result from the proposed project. Due to the sensitivity of the project, the City is requesting a proposal to conduct a peer review of the Draft EIR. An Initial Study has been prepared and reviewed by City Staff. The Initial Study has determined the following environmental topic areas will require further review in the EIR.

- Aesthetics
- Air Quality
- Biological Resources
- Cultural Resources
- Energy
- Geology and Soils
- Greenhouse Gas Emissions
- Land Use and Planning
- Hydrology and Water Quality
- Noise
- Public Services
- Transportation
- Tribal Cultural Resources
- Utilities and Service Systems
- Wildfire
- Mandatory Findings of Significance

Our team understands that as Lead Agency, the City of Bradbury is responsible for approving the CEQA document. The De Novo team will prepare the peer review to ensure the EIR considers recent CEQA legislation and agency requirements. Ms. Starla Barker, AICP will be responsible for the day-to-day management and supervision of the De Novo team, with Steve McMurtry providing Principal oversight.

SCOPE OF WORK

TASK 1 – ADMINISTRATIVE DRAFT EIR PEER REVIEW

The De Novo team will conduct a peer review of the Administrative Draft EIR. Although a brief review and understanding of the technical studies will be necessary as they pertain to the analysis in the Draft EIR sections, a technical peer review of the technical studies will not be conducted. We assume the EIR will address the environmental topic areas identified above, consistent with the findings in the Initial Study prepared for the project.

Our approach to conducting the peer review will involve the following considerations: 1) compliance with the CEQA Guidelines; 2) technical accuracy of analysis in support of conclusions and findings of significance; and 3) internal consistency of the document. CEQA and technical specialists will conduct the review, with Ms. Barker serving as the primary CEQA reviewer. Our review will result in a memorandum providing a determination of compliance, along with any suggested edits or noted deficiencies in the document.

TASK 2 – REVISED DRAFT EIR PEER REVIEW

Following revisions to the Administrative Draft EIR, the De Novo team will review the revised Draft EIR. We assume the revisions will be provided in track changes or highlighted and be accompanied by a comment matrix. The review will focus on ensuring the comments provided on the Administrative Draft EIR have been adequately addressed and resolved.

TASK 3 – PROJECT CONFERENCE CALLS/COORDINATION

The De Novo team will participate in conference calls with City staff as necessary. For budgeting purposes, a maximum number of hours have been assumed for conference calls to discuss the work program and progress, resolve any issues, review peer review comments, and/or receive necessary direction from City staff. We do not anticipate in-person meetings, but can accommodate an in-person meeting if requested.

Assumptions:

- The scope excludes peer review of the Initial Study.
- The scope excludes technical peer review of the technical studies.
- All peer review memorandums will be submitted electronically.
- The revisions to all products requiring peer review will be done in track changes or highlighted and accompanied by a comment matrix.
- This scope excludes preparation of technical analysis or responses to comments.
- This scope excludes attendance at public hearings.

Estimated Timeline and Costs

Estimated Timeline

Peer review of the Draft EIR can be accommodated within three (3) weeks of notice to proceed and receipt of all documents/studies.

Cost Estimate

TASK/ACTIVITY	Project Manager/ Principal		ACTIVITY
	hours	\$150	TOTALS
			Fee
Task 1 Administrative Draft EIR Peer Review	60	\$9,000	\$9,000
Task 2 Revised Draft EIR Peer Review	20	\$3,000	\$3,000
Task 3 Project Conference Calls/Coordination	4	\$600	\$600
SUBTOTAL	84	\$12,600	\$12,600
TOTAL			\$12,600

We appreciate the opportunity to provide a proposal to assist the City with peer review services for the Chadwick Ranch Estates EIR and are available to begin the work program immediately. We welcome the opportunity to discuss the work program in greater detail. Please do not hesitate to contact me at (916) 580-9818 or at smcmurtry@denovoplanning.com or Starla Barker at (949) 396-8193 or at sbarker@denovoplanning.com if you have any questions or would like additional information.

Sincerely,



DE NOVO PLANNING GROUP

Steve McMurtry, Principal

ATTACHMENT # 2

**SECOND AMENDMENT TO 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**

This Second Amendment ("Second Amendment") effective April 8, 2019, amends the Agreement ("Agreement") entered into as of July 16, 2019, which was originally amended on November 25, 2019 by and between the City of Bradbury, California, a General Law city and municipal corporation ("City"), and Nevis Capital, LLC ("Developer"), who agree as follows:

1. Recitals. The Second Amendment is made with reference to the following facts and circumstances:

A. City had entered into agreements with UltraSystems Environmental, Inc. (ULTRA) as the environmental consultant and Michael Baker International (MBI) as planning consultant to assist with the Project.

B. City has determined that it will be necessary to have a Vehicle Miles Traveled analysis prepared for the transportation impact analysis of the EIR. Neither City nor ULTRA has the technical expertise to perform the required analysis. MBI has the experience and training to provide this analysis and has provided City with a proposal dated February 25, 2020 to perform such analysis. A copy of the Proposal is attached hereto as Exhibit A.

C. Based on the known sensitivity of the Project and the number of comments which the City has already received in response to the Notice of Preparation, City and Developer have determined that it would be beneficial to have an additional layer of review of the Environmental Impact Report for this Project by having the document peer reviewed by another environmental consultant. City has received a proposal from De Novo Planning Group, Inc. (De Novo) to perform such services. De Novo was one of the original bidders on this project and City has determined that De Novo is fully qualified to perform such professional services.

D. In the Agreement, Developer agreed to reimburse City for all expenses incurred for environmental and planning services performed by ULTRA and MBI in connection with the project and to pay for Additional Services.

E. The services to be performed by MBI and De Novo are collectively referred to herein as "Additional Services." City believes it is in the public interest for Developer to pay for such Additional Services and Developer is in agreement with paying for the Additional Services.

2. Agreement to Pay for Additional Service.

Developer agrees to pay for all costs and expenses related to the Additional Services.

3. Deposits.

Developer shall deposit with the City an additional sum of \$18,370.00 to cover the anticipated costs of the Additional Services, within seven (7) days of the effective date of this Amendment.

4. Effect.

Except as expressly modified by the terms hereof, the Agreement and First Amendment remain in full force and effect.

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

CITY OF BRADBURY

By: _____
Richard T. Hale, Jr., Mayor

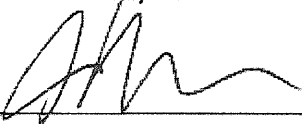
ATTEST:

By: _____
Claudia Saldana, City Clerk

APPROVED AS TO FORM:

By: _____
Cary S. Reisman, City Attorney

NEVIS CAPITAL, LLC:

By:  _____

De Novo Planning Group



A Land Use Planning, Design, and Environmental Firm

March 18, 2020

City of Bradbury
Attn: Kevin R. Kearney
City Manager
600 Winston Avenue
Bradbury, CA 91008
Via email: kkearney@cityofbradbury.org

SUBJECT: Peer Review of the Chadwick Ranch Estates Environmental Impact Report

Dear Mr. Kearney,

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- Air Quality
- Biological Resources
- Cultural Resources
- Energy
- Geology and Soils
- Greenhouse Gas Emissions
- Land Use and Planning
- Hydrology and Water Quality
- Noise
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- Utilities and Service Systems
- Wildfire
- Mandatory Findings of Significance

Our team understands that as Lead Agency, the City of Bradbury is responsible for approving the CEQA document. The De Novo team will prepare the peer review to ensure the EIR considers recent CEQA legislation and agency requirements. Ms. Starla Barker, AICP will be responsible for the day-to-day management and supervision of the De Novo team, with Steve McMurtry providing Principal oversight.

SCOPE OF WORK

TASK 1 – ADMINISTRATIVE DRAFT EIR PEER REVIEW

The De Novo team will conduct a peer review of the Administrative Draft EIR. Although a brief review and understanding of the technical studies will be necessary as they pertain to the analysis in the Draft EIR sections, a technical peer review of the technical studies will not be conducted. We assume the EIR will address the environmental topic areas identified above, consistent with the findings in the Initial Study prepared for the project.

Our approach to conducting the peer review will involve the following considerations: 1) compliance with the CEQA Guidelines; 2) technical accuracy of analysis in support of conclusions and findings of significance; and 3) internal consistency of the document. CEQA and technical specialists will conduct the review, with Ms. Barker serving as the primary CEQA reviewer. Our review will result in a memorandum providing a determination of compliance, along with any suggested edits or noted deficiencies in the document.

TASK 2 – REVISED DRAFT EIR PEER REVIEW

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TASK 3 – PROJECT CONFERENCE CALLS/COORDINATION

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- The scope excludes technical peer review of the technical studies.
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Estimated Timeline and Costs

Estimated Timeline

Peer review of the Draft EIR can be accommodated within three (3) weeks of notice to proceed and receipt of all documents/studies.

Cost Estimate

TASK/ACTIVITY	Project Manager/ Principal		ACTIVITY
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We appreciate the opportunity to provide a proposal to assist the City with peer review services for the Chadwick Ranch Estates EIR and are available to begin the work program immediately. We welcome the opportunity to discuss the work program in greater detail. Please do not hesitate to contact me at (916) 580-9818 or at smcmurtry@denovoplanning.com or Starla Barker at (949) 396-8193 or at sbarker@denovoplanning.com if you have any questions or would like additional information.

Sincerely,



DE NOVO PLANNING GROUP
Steve McMurtry, Principal

I N T E R N A T I O N A L

Date: February 25, 2020

Subject: Proposal for a Chadwick Ranch Estates VMT Technical Memorandum

Michael Baker International (Michael Baker) is pleased to submit this proposal to prepare a technical memorandum to document the Vehicle Miles Traveled (VMT) evaluation for the Chadwick Ranch Estates Project in the City of Bradbury. The analysis is intended to support the CEQA process and address the recent change from delay based impact analysis to VMT based analysis. This scope has been prepared under the assumption that the City of Bradbury will not have accepted VMT guidelines including geographic boundary decisions, screening criteria and impact thresholds at the time of this analysis and thus alternative resources will be consulted. Lacking local guidelines, this is scope of work is prepared based on the VMT analysis methodology outlined in the Governor's Office of Planning and Research (OPR) *Technical Advisory on Evaluating Transportation Impacts in CEQA*, December 2018 (*Technical Advisory*).

Task 1 – Coordination and Scoping with City of Bradbury

Neither the City of Bradbury nor Los Angeles County currently have published VMT guidelines and thresholds. Michael Baker will coordinate with both the City and County representatives to determine if they are in the process of adopting VMT analysis guidelines including geographic boundary areas that may be complete or available for use when this technical memorandum is under development. Local guidelines will be utilized if available at the time of the VMT evaluation. If guidelines are not available, then Michael Baker will discuss with the City and/or County our proposed methodology and analysis assumptions based on the guidance in the *Technical Advisory*. We aim to gain concurrence from the lead agency (City of Bradbury) on our approach and assumptions prior to initiating the analysis.

Task 2 – Screening Criteria Evaluation

Michael Baker will examine the screening criteria documented in the *Technical Advisory* to determine if the project can be determined to have a less than significant impact based on project location, size or lane use type. A cursory review of the criteria indicates that the project does not meet the screening criteria include in the *Technical Advisory*; therefore, the project is likely required to complete a VMT evaluation. One of the screening criteria that could be considered is the small projects screening criterion. OPR suggests that projects that generate or attract fewer than 110 trips per day generally may be assumed to cause a less-than-significant transportation impact. The Project is anticipated to generate more than 110 daily trips (ITE daily trip rate of 9.44 times 14 units = 132 daily trips), and thus does not meet the small project criterion.

Task 3 – VMT Analysis

Assuming that local guidelines are not available at the time of this analysis or County/City staff cannot provide information about pending guidelines or analysis procedures and the evaluation relies on the guidance provided in the *Technical Advisory*, the impact threshold will be based on the proposed Project VMT compared to the regional VMT. Should the project VMT be 85% or more than the existing regional VMT per capita, the project will result in a significant transportation impact.

A travel demand model exercise is generally the method utilized to estimate VMT under Without and With Project conditions. Given the Project is located on the edge of a similar type of development (low-density housing) in an area with limited transit connections, it can be assumed that the Project VMT will be the same as the existing VMT in the surrounding area. Based on the low-density nature of the project and the surrounding land uses, this scope of work assumes that geographic area of the project likely has a VMT that 85% or more than the regional VMT per capita.

It is proposed that a quantitative VMT estimation exercise is NOT conducted as part of this project since the findings of an impact are already known based on the OPR threshold and an understanding of the project and surrounding land use. Instead, a qualitative discussion of Project VMT is proposed. With the finding of an impact, the evaluation will address potential mitigation measures.

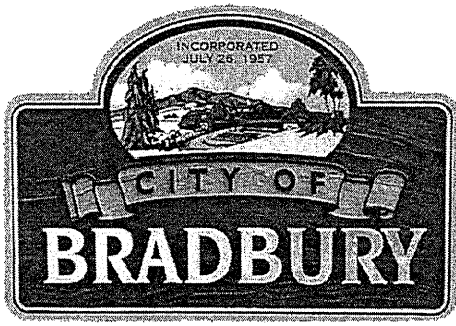
Based on this qualitative assessment, a VMT impact is likely to occur as a result of the project. To mitigate the impact, the project would need to identify Transportation Demand Management (TDM) elements to help reduce reliance on auto or provide means by which to shorten vehicle trips. Should the project be unable to mitigate the impacts, the VMT impact could be identified as significant and unmitigated in the document and an EIR would be required.

Task 4 – Technical Memorandum

The findings of the VMT evaluation will be summarized in a technical memorandum for review by the City. It is assumed that one round of review and comment responses will be conducted.

FEE

MICHAEL BAKER INTERNATIONAL, INC		Technical Oversight	Senior Engineer	Assistant Engineer	Michael Baker (Total Labor)		Other Direct Costs	Total	
Hourly Rates		\$210.00	\$185.00	\$95.00	Hours	Fee		Hours	Fee
Task #	Task Description								
1	Screening Criteria Evaluation	1	1	2	4	\$585	\$0	4	\$585
2	Coordination	1	3		4	\$765	\$0	4	\$765
3	VMT Analysis	3	6	16	25	\$3,260	\$0	25	\$3,260
4	Technical Memorandum	1	4	2	7	\$1,140	\$20	7	\$1,160
TOTAL HOURS		6	14	20	40			40	
TOTAL FEE		\$1,260	\$2,590	\$1,900		\$5,750	\$20		\$5,770



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

City of Bradbury Agenda Memo

TO: Honorable Mayor and Members of the City Council

FROM: Kevin Kearney, City Manager

DATE: April 21, 2020

SUBJECT: **APPOINTMENT OF CITY TREASURER**

SUMMARY

According to Bradbury Municipal Code Section 2.03.010, the City Treasurer shall be appointed by the City Council to perform the duties prescribed by law. Starting in April 2008 and every two years thereafter, the City Treasurer shall be appointed for a term of two years.

ANALYSIS

The City Council appoints the City Treasurer to serve a two-year volunteer term. In July 2007, the City Council established the duties and responsibilities associated with the position and approved the City Treasurer's job description, which is attached hereto as Exhibit A.

The City's current Treasurer has indicated her willingness to continue to serve the City Council and community. Laurie Stiver was first appointed on June 16, 1998. Ms. Stiver's efforts have been invaluable to the community and greatly benefited the City over the years. If the City Council elects to reappoint Ms. Stiver, the next two-year term would cover April 2020 to April 2022.

FINANCIAL REVIEW

There is no financial impact to the appointment of a City Treasurer.

PUBLIC NOTICE PROCESS

This item has been noticed through the regular agenda notification process. Copies of this report are available at City Hall.

ALTERNATIVES

1. Staff recommends that the City Council confirm the appointment of Laurie Stiver as City Treasurer.
2. The City Council may direct staff to advertise the position and fill the position at a later date.

STAFF RECOMMENDATION

It is recommended that the City Council reappoint Laurie Stiver to the position of City Treasurer, term ending April 2022.

Attachment (1):

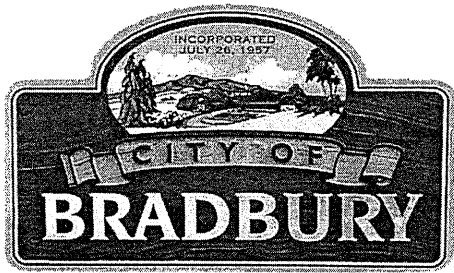
A. Chapter 3, Sec. 2.03.010. City Treasurer

Exhibit A

2301. City Treasurer. (A) The City Treasurer shall be appointed by the City Council to perform the duties prescribed by law. Starting in April 2008 and every two years thereafter, the City Treasurer shall be appointed for a term of two years. If a vacancy occurs other than by expiration of a term, such vacancy shall be filled by appointment by the City Council for the remainder of the unexpired term. In the event that an appointment is not made, the City Treasurer then in office shall continue to hold office until his or her successor is appointed and sworn. Notwithstanding any other provisions of this Section, the City Treasurer shall be subject to removal at any time, with or without cause, by motion of the City Council adopted by at least three (3) affirmative votes.

(B) In addition to the duties prescribed by law, the City Treasurer shall:

1. Review demands and warrants prior to presentation to the City Council for approval, making a specific comparison between the receipts and invoices and the warrants.
2. Prepare and sign an interoffice memorandum to the Mayor and Members of the City Council stating that the demands and warrants have been reviewed by the City Treasurer prior to the presentation of the demands and warrants to the City Council for approval.
3. Be present at City Council meetings for the approval of the demands and warrants. If the City Treasurer is unable to be present at the City Council meeting, the City Treasurer will provide the City Clerk with a signed written statement stating any concerns with the demands and warrants.
4. Serve in an independent capacity to check the City's internal financial control procedures by verifying cash balances on hand at the end of each month, and by reviewing the monthly financial reports of receipts, disbursement and fund balances.
5. Serve as an alternative source of review of expenses, receipts and disbursements to permit a thorough separation of functions, and to serve in such capacity in cases when it would be difficult or impossible to obtain separation of functions between the person authorizing and receiving payment.
6. Provide an annual report for the City Council regarding its investments. The report may include the following information:
 - (a) Verification that the City is investing according to the guidelines provided in the City investment policy.
 - (b) A list of recommendations regarding the City's investments to ensure that the City receives the best return consistent with the requirements of state law.
7. Review the monthly investment report.
8. Participate in the review of the City Budget.



Richard T. Hale, Jr., 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: April 21, 2020

SUBJECT: **SANITATION DISTRICT – TAX SHARING RESOLUTION**

ATTACHMENTS: 1) Cover Letter & Tax Sharing Resolution

RECOMMENDATION

It is recommended that the City Council adopt the Joint Tax Sharing Resolution with the Sanitation Districts of Los Angeles County.

SUMMARY

Sewer lines had recently been installed on Palm Hill Lane. The developments on Palm Hill Lane have initiated the process with the Sanitation Districts of Los Angeles County to annex the sewer line into the County District so that the properties might receive off-site disposal of sewage.

This annexation process is routine when dealing with new sewer lines and new developments.

ATTACHMENT # 1



Robert C. Ferrante
Chief Engineer and General Manager
1955 Workman Mill Road, Whittier, CA 90601-1400
Mailing Address: P.O. Box 4998, Whittier, CA 90607-4998
(562) 699-7411 • www.lacsd.org

March 10, 2020

MAR 12 2020

General Annexation File

Ms. Claudia Saldana, City Clerk
City of Bradbury
600 Winston Avenue
Bradbury, CA 91010

Dear Ms. Saldana:

Tax Sharing Resolutions

Thank you for signing and returning the last joint resolutions that were submitted to your office for tax sharing purposes.

Enclosed, in triplicate, is a Joint Tax Sharing Resolution (resolution) involving your city and others. The applicant has requested, in writing, annexation of his property into the County Sanitation District No. 15 (District) in order to receive off-site disposal of sewage. Please see the table below for the annexation and its associated project. The annexation process requires that a resolution for property tax revenue exchange be adopted by all the affected local agencies before an annexation may be approved. For any jurisdictional change which will result in a special district providing new service not previously provided to an area, the law requires the governing bodies of all local agencies that receive an apportionment of the property tax from the area to determine by resolution the amount of the annual tax increment to be transferred to the special district (Revenue and Taxation Code Section 99.01). Please note that by sharing the property tax increment with the District resulting from this annexation, your city will not lose any existing ad valorem tax revenue it currently receives from the affected territory. Your city would only be giving up a portion of the revenues it would receive on increased assessed valuation.

Annexation No.

Type of Project

15-300

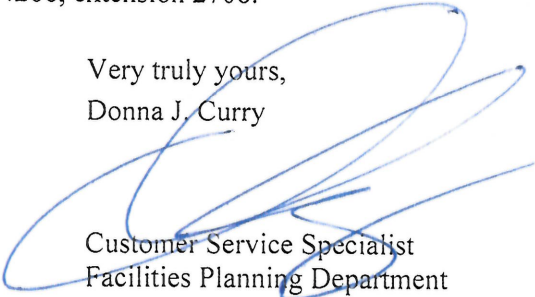
one proposed single-family home, and one existing single-family home

Also, attached for the annexation is a copy of the applicable worksheet and map showing the location of the annexation. The worksheet lists the annual tax increment to be exchanged between your city, other affected taxing entities, and the District. The tax sharing ratios listed in the worksheet were calculated by the County Auditor Controller by specific Tax Rate Area (TRA). For example, if the annexing territory were to lie within two separate TRAs, there would be a worksheet for each TRA. The Los Angeles County Chief Executive Office (CEO) is requiring the District to implement the worksheet for all District annexations in order to increase efficiency for the calculation of property tax sharing ratios.

The resolution is being distributed to all parties for signature in counterpart. Therefore, you will only be receiving a signature page for your city. Enclosed are three sets of the resolution. One set of the resolution is for your files and the other two sets of the resolution need to be returned to the District. Please execute the two sets of the resolution and return them to the undersigned within 60 days as required by the Government Code. In addition, the County CEO's legal counsel is also requesting that the signature pages be properly executed from all affected agencies. Therefore, please have the Attest line signed by the appropriate person. Upon completion of the annexation process, your office will receive a fully executed copy of the tax sharing resolution for your files.

Your continued cooperation in this matter is very much appreciated. If you have any questions, please do not hesitate to call me at (562) 908-4288, extension 2708.

Very truly yours,
Donna J. Curry



Customer Service Specialist
Facilities Planning Department

DC:dc

Enclosures: 15-300

JOINT RESOLUTION OF THE BOARD OF SUPERVISORS OF THE COUNTY OF LOS ANGELES
ACTING IN BEHALF OF

Los Angeles County General Fund

Los Angeles County Library

Los Angeles County Consolidated Fire Protection District

Los Angeles County Flood Control

THE BOARD OF DIRECTORS OF COUNTY SANITATION DISTRICT NO. 15 OF LOS ANGELES
COUNTY, AND THE GOVERNING BODIES OF

City of Bradbury

Upper San Gabriel Valley Municipal Water District

APPROVING AND ACCEPTING NEGOTIATED EXCHANGE OF PROPERTY TAX REVENUES
RESULTING FROM ANNEXATION TO COUNTY SANITATION DISTRICT NO. 15.

"ANNEXATION NO. 300"

WHEREAS, pursuant to Section 99 and 99.01 of the Revenue and Taxation Code, prior to the effective date of any jurisdictional change which will result in a special district providing a new service, the governing bodies of all local agencies that receive an apportionment of the property tax from the area must determine the amount of property tax revenues from the annual tax increment to be exchanged between the affected agencies and approve and accept the negotiated exchange of property tax revenues by resolution; and

WHEREAS, the governing bodies of the agencies signatory hereto have made determinations of the amount of property tax revenues from the annual tax increments to be exchanged as a result of the annexation to County Sanitation District No. 15 entitled *Annexation No. 300*;

NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS:

1. The negotiated exchange of property tax revenues resulting from the annexation of territory to County Sanitation District No. 15 in the annexation entitled *Annexation No. 300* is approved and accepted.
2. For each fiscal year commencing on and after July 1, 2019 or after the effective date of this jurisdictional change, whichever is later, the County Auditor shall transfer to County Sanitation District No. 15 a total of 0.5779243 percent of the annual tax increment attributable to the land area encompassed within *Annexation No. 300* as shown on the attached Worksheet.
3. No additional transfer of property tax revenues shall be made from any other tax agencies to County Sanitation District No. 15 as a result of annexation entitled *Annexation No. 300*.

4. No transfer of property tax increments from properties within a community redevelopment project, which are legally committed to a Community Redevelopment Agency, shall be made during the period that such tax increment is legally committed for repayment of the redevelopment project costs.

5. If at any time after the effective date of this resolution, the calculations used herein to determine initial property tax transfers or the data used to perform those calculations are found to be incorrect thus producing an improper or inaccurate property tax transfer, the property tax transfer shall be recalculated and the corrected transfer shall be implemented for the next fiscal year.

The foregoing resolution was adopted by the Board of Supervisors of the County of Los Angeles, the Board of Directors of County Sanitation District No. 15 of Los Angeles County, and the governing bodies of City of Bradbury and Upper San Gabriel Valley Municipal Water District, signatory hereto.

CITY OF BRADBURY

SIGNATURE

ATTEST:

PRINT NAME AND TITLE

Secretary

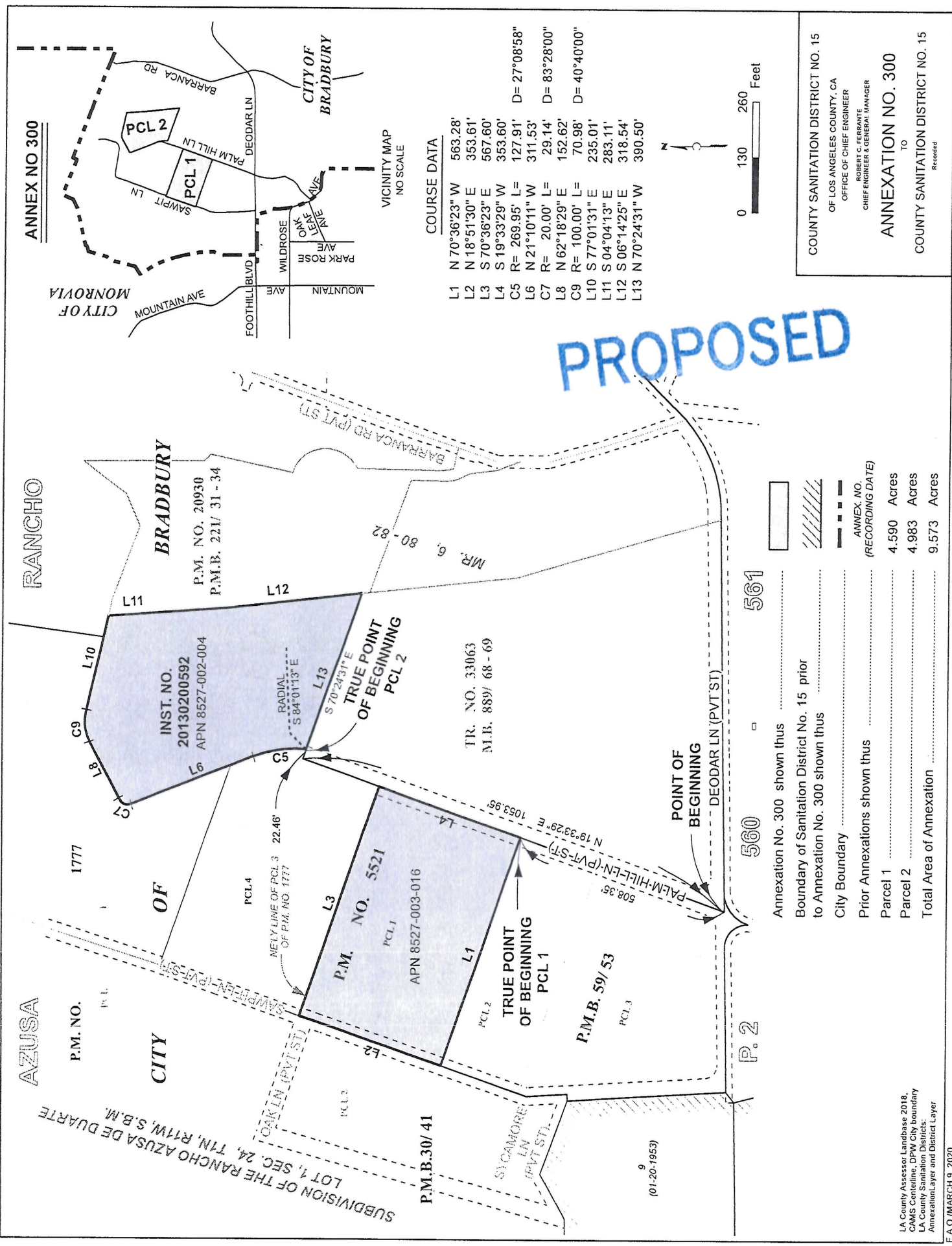
Date

(SIGNED IN COUNTERPART)

ANNEXATION TO: CO.SANITATION DIST.NO 15 DEBT S.
 ACCOUNT NUMBER: 066.50
 TRA: 03367
 EFFECTIVE DATE: 07/01/2020
 ANNEXATION NUMBER: 300
 PROJECT NAME: A-15-300
 DISTRICT SHARE: 0.010950087

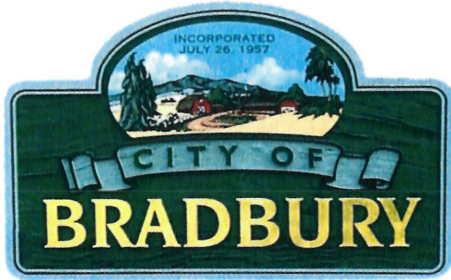
ACCOUNT #	TAXING AGENCY	CURRENT TAX SHARE	PERCENT	PROPOSED DIST SHARE	ALLOCATED SHARE	ADJUSTMENTS	NET SHARE
001.05	LOS ANGELES COUNTY GENERAL	0.270209676	27.0218 %	0.010950087	0.002958828	-0.003027933	0.267181743
001.20	L.A. COUNTY ACCUM CAP OUTLAY	0.000104532	0.0104 %	0.010950087	0.000001144	0.000000000	0.000104532
003.01	L A COUNTY LIBRARY	0.020480732	2.0480 %	0.010950087	0.000224265	-0.000224265	0.020256467
007.30	CONSOL. FIRE PRO.DIST.OF L.A.CO.	0.159141140	15.9141 %	0.010950087	0.001742609	-0.001742609	0.157398531
007.31	L A C FIRE-FW	0.006206446	0.6206 %	0.010950087	0.000067961	0.000000000	0.006206446
030.10	L.A.CO.FL.CON.DR.IMP.DIST.MAINT.	0.001464026	0.1464 %	0.010950087	0.000016031	-0.000016031	0.001447995
030.70	LA CO FLOOD CONTROL MAINT	0.008284560	0.8284 %	0.010950087	0.000090716	-0.000090716	0.008193844
122.01	CITY-BRADBURY TD #1	0.061419372	6.1419 %	0.010950087	0.000672547	-0.000672547	0.060746825
368.05	UPPER SAN GAB. VY. MUN. WATER	0.000469643	0.0469 %	0.010950087	0.000005142	-0.000005142	0.000464501
400.00	EDUCATIONAL REV AUGMENTATION FD	0.079234475	7.9234 %	0.010950087	0.000867624	EXEMPT	0.079234475
400.01	EDUCATIONAL AUG FD IMPOUND	0.143297735	14.3297 %	0.010950087	0.001569122	EXEMPT	0.143297735
400.15	COUNTY SCHOOL SERVICES	0.001296420	0.1296 %	0.010950087	0.000014195	EXEMPT	0.001296420
400.21	CHILDREN'S INSTL TUITION FUND	0.002572921	0.2572 %	0.010950087	0.000028173	EXEMPT	0.002572921
791.04	CITRUS COMMUNITY COLLEGE DIST	0.022754828	2.2754 %	0.010950087	0.000249167	EXEMPT	0.022754828
791.20	CHILDREN'S CTR FUND CITRUS C C	0.000593533	0.0593 %	0.010950087	0.000006499	EXEMPT	0.000593533
855.03	DUARTE UNIFIED SCHOOL DISTRICT	0.213250225	21.3250 %	0.010950087	0.002335108	EXEMPT	0.213250225
855.06	CO.SCH.SERV.FD. - DUARTE	0.008320263	0.8320 %	0.010950087	0.000091107	EXEMPT	0.008320263
855.07	DEV.CTR.HDCPD.MINOR-DUARTE	0.000899473	0.0899 %	0.010950087	0.000009849	EXEMPT	0.000899473
***066.50	CO.SANITATION DIST.NO 15 DEBT S.	0.000000000	0.0000 %	0.010950087	0.000000000	0.000000000	0.005779243

ANNEXATION NUMBER:	300	PROJECT NAME:	A 15-300	FRA:	03367		
ACCOUNT #	TAXING AGENCY	CURRENT TAX SHARE	PERCENT	PROPOSED DIST SHARE	ALLOCATED SHARE	ADJUSTMENTS	NET SHARE
TOTAL:		1.000000000	100.0000 %	0.010950087	-0.005779243	1.000000000	



COUNTY SANITATION DISTRICT NO. 15
 OF LOS ANGELES COUNTY, CA
 OFFICE OF CHIEF ENGINEER
 ROBERT C. FERRANTE
 CHIEF ENGINEER & GENERAL MANAGER

ANNEXATION NO. 300
 TO
 COUNTY SANITATION DISTRICT NO. 15
 Recorded



Richard T. Hale, Jr., Mayor (District 1)
D. Montgomery 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 City Council Agenda Report

TO: Honorable Mayor and Council Members

FROM: Kevin Kearney, City Manager
Jim Kasama, City Planner

DATE: April 21, 2020

SUBJECT: URGENCY ORDINANCE NO. 372 – AN URGENCY ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BRADBURY, CALIFORNIA AMENDING THE ZONING PROVISIONS OF THE BRADBURY MUNICIPAL CODE BY READOPTING PROVISIONS RELATED TO ACCESSORY LIVING QUARTERS

ATTACHMENT: Urgency Ordinance No. 372

RECOMMENDATION

It is recommended that the City Council adopt Urgency Ordinance No. 372.

SUMMARY

At the December 17, 2019 regular meeting, the City Council adopted Urgency Ordinance No. 368 to amend the Development Code regulations in accordance with State legislation mandating new requirements for accessory dwelling units. The legislation further restricted local control of accessory dwelling units, and went into effect on January 1, 2020. Urgency Ordinance No. 368 was adopted so that the City would retain as much local control as it could; however, the ordinance inadvertently repealed the provisions for accessory living quarters, such as single-room occupancy units and developments, guest houses, and bunk houses that are not accessory dwelling units. Urgency Ordinance No. 372 is presented to reenact most of those provisions, but in a new chapter so that they are separate from the accessory dwelling unit provisions. (The exception is that the new ordinance no longer permits accessory living quarters in the R-7,500 and R-20,2000

zones.) Public hearings for a standard ordinance for accessory dwelling units and accessory living quarters will be scheduled before the Planning Commission and City Council in the next few months.

ENVIRONMENTAL DOCUMENT

This urgency ordinance is exempt under the provisions of the California Environmental Quality Act (CEQA) pursuant to Section 15061(b)(3) of the CEQA Guidelines, which states that a project is exempt from CEQA if:

The activity is covered by the common sense exemption that CEQA applies only to projects which have the potential for causing a significant effect on the environment. Where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA.

Accessory living quarters were allowed in all zones. The adoption of this urgency ordinance to replace those provisions will not have an effect on the environment. Therefore, Urgency Ordinance No. 372 is exempt under the California Environmental Quality Act.

RECOMMENDATION AND CITY COUNCIL ACTION

It is recommended that the City Council adopt Urgency Ordinance No. 372:

AN URGENCY ORDINANCE OF THE CITY COUNCIL OF THE CITY OF
BRADBURY, CALIFORNIA AMENDING THE ZONING PROVISIONS OF
THE BRADBURY MUNICIPAL CODE BY READOPTING PROVISIONS
RELATED TO ACCESSORY LIVING QUARTERS

ATTACHMENT

Urgency Ordinance No. 372

ATTACHMENT # 1

URGENCY ORDINANCE NO. 372

AN URGENCY ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BRADBURY, CALIFORNIA AMENDING THE ZONING PROVISIONS OF THE BRADBURY MUNICIPAL CODE BY READOPTING PROVISIONS RELATED TO ACCESSORY LIVING QUARTERS

WHEREAS, the State Legislature believes there is a shortage of affordable housing in California which has led to homelessness and causes people to drive longer distances to work or to double-up on housing space which impacts the quality of life and creates negative environmental impacts; and

WHEREAS, the California State legislature adopted more than eighteen housing bills in 2019 to deal with the housing problem; and

WHEREAS, the State Legislature believes that one way to combat the housing shortage problem is through the construction of Accessory Dwelling Units and Junior Accessory Dwelling Units (ADUs and JADUs, also known as second units, in-law units, garage conversions, and granny flats); and

WHEREAS, in order to encourage the construction of ADUs and JADUs, the State Legislature has again amended Government Code Section 65852.2 and Section 65852.22; and

WHEREAS, the new State laws relating to ADUs and JADUs took effect on January 1, 2020 and the City was required to be in compliance with the new provisions by that date or the State provisions relating to these units would prevail and the City would lose local control; and

WHEREAS, in order to be in timely compliance with the January 1, 2020 deadline the City Council adopted Urgency Ordinance No. 368 on December 17, 2019; and

WHEREAS, the City Council desires to clarify that legally constructed guest houses and bunk houses may remain in place as nonconforming uses, pending Planning Commission recommendation and City Council adoption of a permanent ADU ordinance; and

WHEREAS, the City Council has determined that, in addition to accessory dwelling units authorized by Chapter 85 of the Bradbury Municipal Code, Single Room Occupancy (SRO) units should be allowed in all zones, and Guest Houses and Bunk Houses (accessory dwelling “quarters”) should be allowed in the A-1, A-2 and A-3 zones, but should not be allowed in the R-7,500 and R-20,000 zones in addition to the accessory dwelling units that are allowed by State law;

**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF BRADBURY,
CALIFORNIA, DOES HEREBY ORDAIN AS FOLLOWS:**

SECTION 1. Chapter 86 of Title IX of the Bradbury Municipal Code is hereby added to the Bradbury Municipal Code to read as follows:

CHAPTER 86. - ACCESSORY LIVING QUARTERS

Sec. 9.86.010. - Permitted. (1) R-7,500 zone - One SRO unit attached to the main dwelling on each legally created parcel of land, subject to the applicable development standards of the zone and this Chapter. Single-room occupancy developments are not allowed in this zone.

(2) R-20,000 zone - One SRO unit attached to the main dwelling on each legally created parcel of land, subject to the applicable development standards of the zone and this Chapter. Single-room occupancy developments are not allowed in this zone.

(3) A-1, A-2, A-5 zones - One SRO unit attached to the main dwelling and one single-room occupancy development, bunk house, or guest house, subject to the applicable development standards of the zone and this Chapter.

Sec. 9.86.020. - Development standards for accessory living quarters.

Accessory living quarters shall be developed in accordance with the following standards:

(1) *Maximum size.* Accessory living quarters shall be limited to the following maximums:

Zone	Single-room occupancy (SRO) unit	Single-room occupancy (SRO) development	Bunk House or Guest House
R-7,500	250 sq. ft.	Not permitted	Not permitted
R-20,000	250 sq. ft.	Not permitted	Not permitted
A-1	250 sq. ft.	1 unit per acre to a maximum of 3 SRO units per lot	1,500 sq. ft.
A-2	250 sq. ft.	1 unit per acre to a maximum of 5 SRO units per lot	2,000 sq. ft.

Zone	Single-room occupancy (SRO) unit	Single-room occupancy (SRO) development	Bunk House or Guest House
A-5	250 sq. ft.	1 unit per acre to a maximum of 10 SRO units per lot	2,500 sq. ft.

(2) Accessory living quarters are permitted only on residential lots which are developed with a main single-family residence.

(3) Accessory living quarters, must comply with the Bradbury Development Code, applicable at the time the plans for the building permits for the accessory living quarters are submitted.

(4) All accessory living quarters, whether attached or detached, must conform to all setback, lot coverage, floor area, emergency evacuation capacity, and building bulk requirements of the applicable zone, and if detached, must be at least 20 feet from any other building.

(5) The maximum allowed height for a detached accessory living quarter unit or building shall not exceed 28 feet, even when allowed as a second-story above an existing single-family home, garage or accessory structure.

(6) No accessory living quarter shall exceed one-floor in height; however, that floor may be located above an existing structure.

(7) The owner of the property must occupy either the main dwelling unit or an accessory living quarter unit.

(8) A minimum of one on-site parking space shall be provided for each accessory living quarter, in addition to the parking requirement for the main single-family dwelling. The parking spaces for the accessory living quarters need not be covered, except for multi-family dwellings for which the parking spaces shall be in carports. All parking spaces shall be paved and accessible from a single, common driveway for the main and accessory units. Tandem parking is not permitted to meet this off-street parking requirement.

(9) Single room occupancy ("SRO") residential units and buildings are subject to the following additional requirements:

a. Each SRO unit shall have a minimum floor area of 150 square feet and a maximum floor area of 250 square feet.

b. Each SRO unit shall have a private toilet in an enclosed compartment with a door and a sink and a private bathing facility including a shower.

c. Each SRO unit shall have a separate closet.

d. Kitchens shall not be provided in the individual SRO unit. In the case of a SRO development, common kitchen facilities, dining rooms, and laundry facilities shall be provided.

e. Each SRO development shall have a cleaning supply room or utility closet with a wash tub with hot and cold running water.

f. No more than two persons shall be allowed to reside in any SRO unit.

g. SRO units shall only be occupied by house personnel involved in the care and maintenance of the main dwelling, the premises in general, or the associated on-site, agricultural and/or equestrian activities and their family members.

h. SRO units shall be offered for rent or occupancy in conjunction with employment on a monthly basis or longer.

Sec. 9.86.030. - Accessory living quarters—Neighborhood compatibility review—Standards.

All development of accessory living quarters in excess of 400 square feet of enclosed floor area shall be subject to the procedures for neighborhood compatibility review and approval pursuant to Chapter 40 of this title. In addition to the standards and determinations required by Chapter 40 of this title, the following findings shall be required for approval of accessory living quarters having an enclosed floor area in excess of 400 square feet:

(1) The accessory living quarter(s) will be appropriate to the size and character of the lot on which it will be located, and to the character of the neighborhood.

(2) The accessory living quarter(s) will not overload the capacity of the neighborhood to absorb the physical and use impacts of the unit(s) in terms of parking, adequacy of water and sewer services, traffic volumes and flows, emergency evacuation capacity, and utilities consumption.

(3) The accessory living quarter(s) will not be materially detrimental to the public health, safety and general welfare, or to the use, enjoyment or valuation of property of other persons located in the vicinity.

Sec. 9.86.040. - Reserved.

Sec. 9.86.050. - Nonconforming uses.

(1) No nonconforming accessory living quarter(s) may be expanded or remodeled by the addition of any space or addition of plumbing fixtures or cooking facilities unless it is brought into compliance with the provisions set forth in this Code prior to occupancy.

(2) Guest houses and bunk houses legally permitted in the R-7,500 or R-20,000 zones prior to January 1, 2020 shall be allowed to remain as legal, non-conforming uses.

SECTION 2. **CEQA.** This Ordinance is exempt to CEQA under the common sense exemption of CEQA Guidelines section 15061(b)(3) which provides that CEQA does not apply where it can be seen with certainty that the project will not cause any impacts. The sections being added 85 are the same sections that were previously in the Code which were mistakenly removed by the Urgency Ordinance.

SECTION 3. **Effective Date.** This Ordinance shall take effect immediately pursuant to Government Code section 36937. The grounds for the urgency is that the previous provisions were eliminated in error and must be reinstated immediately to allow development plans to proceed.

SECTION 4. **Severability.** If any section, subsection, subdivision, paragraph, sentence, clause or phrase of this ordinance, or any part thereof is for any reason held to be unconstitutional, such decision shall not affect the validity of the remaining portion of this ordinance or any part thereof. The City Council hereby declares that it would have passed each section, subsection, subdivision, paragraph, sentence, clause or phrase thereof, irrespective of the fact that any one or more section, subsection, subdivision, paragraph, sentence, clause, or phrase be declared unconstitutional.

SECTION 5. **Certification.** The City Clerk shall certify the passage of this ordinance and shall cause the same to be entered in the book of original ordinances of said City; shall make a minute passage and adoption thereof in the records of the meeting at which time the same is passed and adopted; and shall, within fifteen (15) days after the passage and adoption thereof, cause the same to be published as required by law, in a publication of general circulation.

PASSED, APPROVED AND ADOPTED this 21st day of April, 2020.

Mayor

ATTEST:

City Clerk

I, Claudia Saldana, City Clerk of the City of Bradbury, do hereby certify that the foregoing Ordinance, being Urgency Ordinance No. 372, was introduced at a regular meeting held on the 21st day of April, 2020 and duly passed, approved and adopted by the City Council of the City of Bradbury by the following roll call vote:

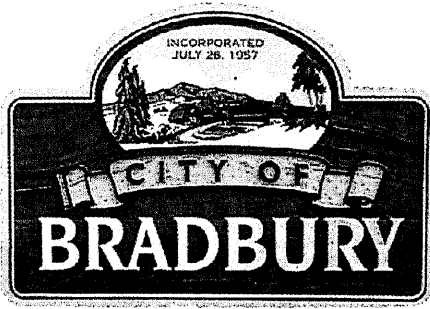
AYES:

NOES:

ABSENT:

ABSTAIN:

City Clerk



Richard Hale, Mayor (District 1)
D. Montgomery 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

INITIATED BY: David Gilbertson, City Engineer

DATE: April 21, 2020

SUBJECT: **Award of Bid – Mount Olive Lane Sewer Improvement Project**

SUMMARY

Bids for the Mount Olive Lane Sewer Improvement Project were opened on April 7, 2020 with GRBCON, Inc. being the lowest responsible bidder. It is recommended that the City Council award a contract to GRBCON, Inc. in the amount of \$551,862.00.

ANALYSIS

On November 15, 2016 the City Council authorized the development of the construction plans and documents for extending the public sewer on Mount Olive Lane and creating a sewer reimbursement district for said sewer. The proposed project was to serve eleven (11) residences along Mount Olive Lane. Due to the topography in the area, the residences along the south side of Mount Olive Lane will have to be served by a sewer line located at the rear of their property. Since this sewer line will be maintained by the County's Maintenance Division, the new sewer line will have to be located within a sewer easement and also be accessible to the County's maintenance crews.

A review of the existing conditions at the rear of the properties on the south side of Mount Olive Lane revealed steep slopes and existing improvements (such as pools and small structures) which would preclude access by the County's maintenance personnel. The only available alignment for the new sewer line was through the grounds of the Royal Oaks Elementary School (now known as the Royal Oaks STEAM Academy). In order to secure an easement through the school's property, RKA staff met with representatives of the school district and with representatives from the County's Maintenance Division to establish an alignment acceptable to both parties. During this process, there was a change in the Duarte Unified School District's superintendent office, so significant delays occurred as a result. RKA staff continued to coordinate with both parties, and after dozens of meetings with various personnel from both parties, an alignment was selected which

was agreeable to both the School District and the County. This easement was finally recorded in January, 2020.

Should the City Council move forward with this contract award, it is anticipated that the project can be constructed in June/July of 2020. This schedule is meant to coincide with summer break for the school, thus reducing the impact to the school's operations.

The project consists of the installation of 1,415 feet of 8-inch HDPE pipe, 186 feet of 6-inch HDPE pipe and five sewer manholes. The proposed sewer mainline improvement would begin with a proposed manhole in Mount Olive Lane, flow south, and connect to the existing manhole located at the easterly end of Elda Street in the City of Bradbury, further improving the availability of sewer infrastructure to the residents of Bradbury.

Staff completed plans and specifications for bidding purposes and on April 7, 2020 a total of five (5) bids were received ranging between \$551,862.00 and \$867,195.00 with the lowest responsible bid submitted by GRBCON, Inc. The contractor's license and references were checked and found to be satisfactory. GRBCON, Inc. completed phase II of the Mount Olive Drive Sewer Improvement Project for the City. The bid summary sheet has been attached for Council's review.

FINANCIAL REVIEW

In the previous project update to City Council, the anticipated total cost for the project was \$1,027,114. The total estimated project costs have now been updated to \$778,048.20 to reflect of the lowest bidder's project cost of the construction cost. The reimbursement cost between the eleven (11) property owners have also been updated to \$70,731.65.

The total updated project cost estimate is listed in the table below, along with an updated per- residence estimate:

TOTAL ESTIMATED PROJECT COSTS		
1.	LA COUNTY SEWER MAINTENANCE ANNEXATION FEES	\$9,000.00
2.	CONSTRUCTION COSTS	\$551,862.00
3.	10% CONTINGENCY	\$55,186.20
4.	CITY PROCESSING FEES (Engineer's Report, Meetings, Cost Estimates, City Manager, City Attorney, etc.)	\$30,000.00
5.	PLANS, SPECIFICATIONS & COST ESTIMATE (PS&E) PREPARATION (5.0%)	\$39,000.00
6.	CONSTRUCTION MANAGEMENT, INSPECTION, STAKING, TESTING (CM)	\$30,000.00
7.	LA COUNTY PLAN CHECK FEES	\$25,000.00
8.	SEWER AREA STUDY	\$18,000.00

9.	LEGAL DESCRIPTIONS AND TITLE REPORTS	\$20,000.00
TOTAL		\$778,048.20
REIMBURSEMENT PER RESIDENCE (TOTAL COST DIVIDED BY 11 RESIDENCES)		\$70,731.65

Beginning in Fiscal Year 2016-17 through March 31, 2020, the City has spent \$72,961 on this project. Unexpended funds budgeted in FY 2018-19 in the amount of \$531,526 can be carried over into the current budget of \$65,000. An additional \$108,551 will be needed to complete the project for a total 2019-20 budget of \$705,087. As such, an amendment will need to be approved to the 2019-20 budget as follows:

- A carryover of \$531,536 to account: 206-50-7601
- An additional allocation of \$108,551 to account: 206-50-7601

PROPERTY OWNER NOTIFICATION

All eleven property owners were mailed a project notice letter that included an updated project cost estimate based on the final Engineer's Estimate for the construction costs. That letter also described their estimated reimbursement cost for connection to the sewer system. The property owners were asked to respond with their interest in connecting to the system, and any other feedback they wish to share.

The initial project letters were sent out on March 11, 2020. Following the response date, continued outreach to the property owners via phone calls was conducted by RKA and City Hall. The project notices were also hand delivered a second time on April 14, 2020.

To date, a total of five (5) responses have been returned or emailed to the City. Of those responses three (3) were in favor and two (2) were against the project. The City and Staff have reached out through various methods from letters, phone calls, and field visit to the eleven (11) property owners to obtain a response.

ALTERNATIVES

1. The City Council may elect to award the Mount Olive Lane Sewer Improvement Project to GRBCON, Inc. in the amount of \$551,862.00.
2. The City Council may elect to reject all bids.

STAFF RECOMMENDATION

It is recommended by staff that the City Council:

1. Award the Mount Olive Lane Sewer Improvement Project in the amount of \$551,862.00 to GRBCON, Inc.,

2. Reject all other bids
3. Approve two (2) amendments to the 2019-20 budget:
 - a. A carryover of \$531,536 to account 206-50-7601
 - b. An additional allocation of \$108,551 to account 206-50-7601

Attachments:

- 1) Bid Summary
- 2) Mount Olive Lane Public Outreach Result
- 3) Mount Olive Lane Sewer Exhibit



358 Lemon Creek Drive - Suite E
Walnut, California 91789

Phone: (909) 594-9702
Fax: (909) 594-2556

BID SPREAD

Fax: (909) 594-2658				RKA, NO. 1401097		Date 4/17/2020		Time 11:00 AM																				
PROJECT TITLE:																												
Mount Olive Lane Sewer Project																												
OWNER				LOCATION																								
City of Bradbury				Mount Olive Lane and Royal Oaks STEAM Academy																								
ITEM NO.		DESCRIPTION		ESTIMATED QUANTITY	UNIT	UNIT PRICE		ESTIMATED AMOUNT		GR&CON Inc 5114 Elton St Baldwin Park, CA 91706		Mike Pritch and Sons Inc 5103 Elton Street Baldwin Park, CA 91706		Fraijo Brothers Inc 1580 W San Bernardino Rd Ste B Covina, CA 91722		GRFCO Inc P.O. Box 1747 Brea, CA 92822		Ground Breakers Construction Inc 2292 Hayride Road Lebec, CA 93243										
								UNIT PRICE	ESTIMATED AMOUNT	UNIT PRICE	ESTIMATED AMOUNT	UNIT PRICE	ESTIMATED AMOUNT	UNIT PRICE	ESTIMATED AMOUNT	UNIT PRICE	ESTIMATED AMOUNT											
1	Bonding, NPDES Requirements, Mobilization, Traffic Control and Site Safety		1	LS	\$	25,000.00	\$	25,000.00	\$	21,768.00	\$	21,768.00	\$	10,000.00	\$	10,000.00	\$	37,406.00	\$	37,406.00	\$	76,000.00	\$	76,000.00	\$	87,000.00	\$	87,000.00
2	Construct Sewer Manhole		5	EA	\$	8,500.00	\$	42,500.00	\$	5,610.00	\$	28,050.00	\$	5,000.00	\$	25,000.00	\$	11,446.00	\$	57,230.00	\$	12,000.00	\$	60,000.00	\$	9,000.00	\$	45,000.00
3	Construct 8" High Density Polyethylene (HDPE) (SDR 11) Sewer Line		1,030	LF	\$	280.00	\$	288,400.00	\$	148.00	\$	152,440.00	\$	220.00	\$	226,600.00	\$	141.83	\$	146,084.90	\$	325.00	\$	334,750.00	\$	194.00	\$	199,820.00
4	Construct 8" High Density Polyethylene (HDPE) (SDR 11) Sewer Line (Horizontal Directional Drilling Required)		385	LF	\$	320.00	\$	123,200.00	\$	236.00	\$	90,860.00	\$	500.00	\$	192,500.00	\$	323.35	\$	124,489.75	\$	300.00	\$	115,500.00	\$	227.00	\$	87,395.00
5	Construct 6" High Density Polyethylene (HDPE) (SDR 11) Sewer Line		186	LF	\$	280.00	\$	52,080.00	\$	238.00	\$	44,268.00	\$	195.00	\$	36,270.00	\$	235.36	\$	43,776.96	\$	150.00	\$	27,900.00	\$	180.00	\$	33,480.00
6	Construct 4" High Density Polyethylene (HDPE) (SDR 11) House Laterals		320	LF	\$	200.00	\$	64,000.00	\$	142.00	\$	45,440.00	\$	185.00	\$	59,200.00	\$	247.43	\$	79,177.60	\$	150.00	\$	48,000.00	\$	180.00	\$	57,600.00
7	Install Composite Manhole Frame & Cover with Surchage Lock and Manhole Security System		2	EA	\$	6,500.00	\$	13,000.00	\$	5,181.00	\$	10,362.00	\$	3,000.00	\$	6,000.00	\$	5,900.00	\$	11,800.00	\$	5,000.00	\$	10,000.00	\$	3,000.00	\$	6,000.00
8	Install Composite Manhole Frame & Cover with Surchage Lock and Manhole Security System and Monitoring System		2	EA	\$	6,500.00	\$	13,000.00	\$	5,181.00	\$	10,362.00	\$	9,800.00	\$	19,600.00	\$	7,080.00	\$	14,160.00	\$	5,000.00	\$	10,000.00	\$	10,000.00	\$	20,000.00
9	Break into Existing Manhole and Connect Sewer Line		1	EA	\$	1,500.00	\$	1,500.00	\$	4,025.00	\$	4,025.00	\$	1,500.00	\$	1,500.00	\$	15,930.00	\$	15,930.00	\$	5,000.00	\$	5,000.00	\$	15,000.00	\$	15,000.00
10	Trench Area and Work Area Restoration		11,300	SF	\$	3.00	\$	33,900.00	\$	3.45	\$	38,985.00	\$	2.00	\$	22,600.00	\$	1.88	\$	21,244.00	\$	3.00	\$	33,900.00	\$	4.00	\$	45,200.00
11	Install Terminal Sewer Clean Out Structure Per SPPWC 204-2.		1	EA	\$	6,000.00	\$	6,000.00	\$	3,680.00	\$	3,680.00	\$	4,500.00	\$	4,500.00	\$	14,160.00	\$	14,160.00	\$	2,000.00	\$	2,000.00	\$	5,000.00	\$	5,000.00
12	Install Plug for 4" House Laterals Per SPPWC STD 222-2.		11	EA	\$	300.00	\$	3,300.00	\$	180.00	\$	1,980.00	\$	800.00	\$	8,800.00	\$	858.18	\$	9,439.98	\$	1,000.00	\$	11,000.00	\$	500.00	\$	5,500.00
13	Install 4" Sewer Backflow Valves		2	EA	\$	950.00	\$	1,900.00	\$	575.00	\$	1,150.00	\$	2,000.00	\$	4,000.00	\$	590.00	\$	1,180.00	\$	1,000.00	\$	2,000.00	\$	2,000.00	\$	4,000.00
14	Construct 6" AC Pavement over 4" AG Base Access Road		1,300	SF	\$	8.50	\$	11,050.00	\$	23.00	\$	29,900.00	\$	8.00	\$	10,400.00	\$	25.42	\$	33,046.00	\$	7.00	\$	9,100.00	\$	14.00	\$	18,200.00
15	Grind Existing AC Pavement 2" Depth and Construct 2" Overlay		6,000	SF	\$	6.50	\$	39,000.00	\$	4.46	\$	26,760.00	\$	3.00	\$	18,000.00	\$	7.87	\$	47,220.00	\$	4.00	\$	24,000.00	\$	15.00	\$	90,000.00
16	Properties Renovation		1	LS	\$	15,000.00	\$	15,000.00	\$	9,149.00	\$	9,149.00	\$	10,000.00	\$	10,000.00	\$	21,240.00	\$	21,240.00	\$	1,000.00	\$	1,000.00	\$	45,000.00	\$	45,000.00
17	Pothole Existing Utilities		1	LS	\$	9,500.00	\$	9,500.00	\$	7,151.00	\$	7,151.00	\$	2,500.00	\$	2,500.00	\$	6,490.00	\$	6,490.00	\$	5,000.00	\$	5,000.00	\$	30,000.00	\$	30,000.00
18	Department of Justice (DOJ) Clearance and Background Checks for All Personnel		1	LS	\$	7,500.00	\$	7,500.00	\$	12,075.00	\$	12,075.00	\$	1,000.00	\$	1,000.00	\$	7,080.00	\$	7,080.00	\$	1,000.00	\$	1,000.00	\$	15,000.00	\$	15,000.00
19	Tree Trimming with Root Pruning, Tree (8" Diameter)		8	EA	\$	200.00	\$	1,600.00	\$	920.00	\$	7,360.00	\$	500.00	\$	4,000.00	\$	2,360.00	\$	18,880.00	\$	1,000.00	\$	8,000.00	\$	1,500.00	\$	12,000.00



398 Lemon Creek Drive - Suite E
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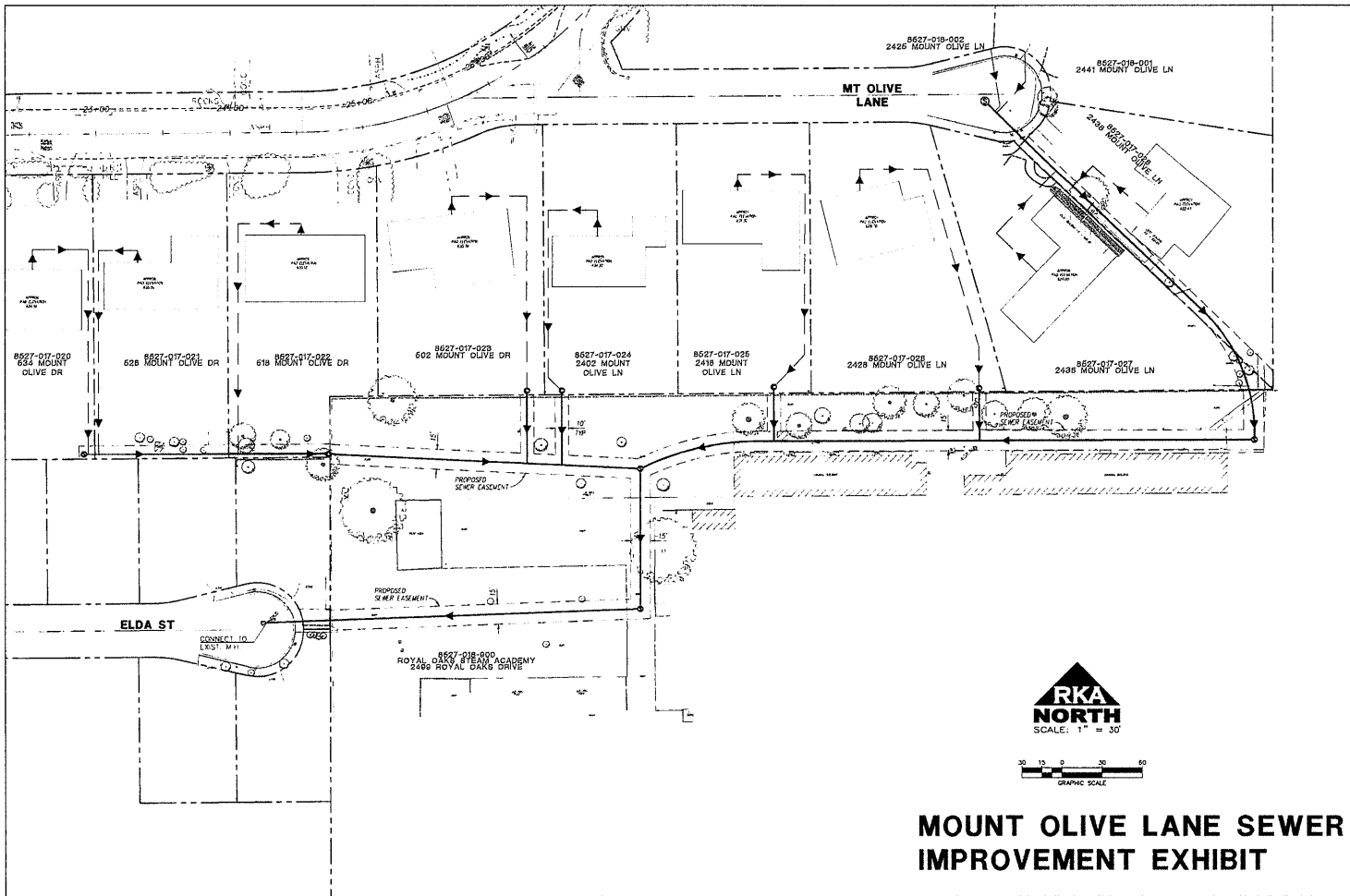
BID SPREAD

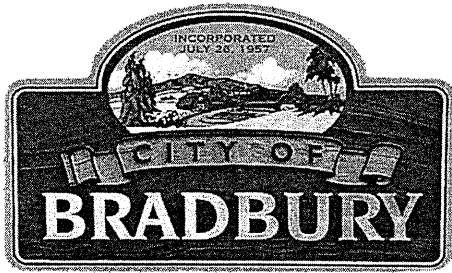
Fax: (909) 594-2658				RKA, NO. 1401097		Date 4/7/2020		Time 11:00 AM									
PROJECT TITLE:																	
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ITEM NO.	DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT	UNIT PRICE	ESTIMATED AMOUNT	UNIT PRICE	ESTIMATED AMOUNT	UNIT PRICE	ESTIMATED AMOUNT	UNIT PRICE	ESTIMATED AMOUNT	UNIT PRICE	ESTIMATED AMOUNT		
20	Protection of Unidentified Utility Crossing	2	EA	\$ 7,500.00	\$ 15,000.00	\$ 1,007.00	\$ 2,014.00	\$ 10.00	\$ 20.00	\$ 5,900.00	\$ 11,800.00	\$ 1,000.00	\$ 2,000.00	\$ 4,000.00	\$ 8,000.00		
21	Remove and reinstall of School Bench, Bird House, and other Miscellaneous Obstructions in Project Limits	1	LS	\$ 2,000.00	\$ 2,000.00	\$ 2,013.00	\$ 2,013.00	\$ 2,000.00	\$ 2,000.00	\$ 4,130.00	\$ 4,130.00	\$ 2,000.00	\$ 2,000.00	\$ 20,000.00	\$ 20,000.00		
22	COVID-19 Safety Guidance Plan For Construction Site	1	LS	\$ 5,500.00	\$ 5,500.00	\$ 2,070.00	\$ 2,070.00	\$ 500.00	\$ 500.00	\$ 5,900.00	\$ 5,900.00	\$ 1,000.00	\$ 1,000.00	\$ 18,000.00	\$ 18,000.00		
Total Base Bid				\$	773,930.00	\$	551,862.00	\$	664,990.00	\$	731,865.19	\$	789,150.00	\$	867,195.00		
						Surety:		Harco National Insurance Company		Hartford Fire Insurance Company		Everest Reinsurance Company		Everest Reinsurance Company		The Ohio Casualty Insurance Company	
						Notes:						Math Error- Contractor rounded his numbers up					

*Apparent low bidder is solely based on "Total Base Bid" value only. The bid order reflects here is not a final determination on responsiveness with respect to all aspects required for this project.

Mount Olive Lane Sewer Public Outreach Results

NO.	PROPERTY OWNER	Address	APN	First Outreach - Letter Mail Date	Second Outreach - Phone Call Date	Third Outreach - Field Visit Date	In-Favor	Against	No-Response	Communication of Response	Notes/Response
1	Olga & Shahzad Qamar	2425 Mount Olive Ln	8527-016-002	3/11/2020	4/2/2020	4/14/2020			X		Business office number- office closed, left vmail
2	David & Robert Cheng	2441 Mount Olive Ln	8527-016-001	3/11/2020			X			Letter	Cost is too high to connect right now. Wants to connect in 5 to 10 years
3	Swee Hong Lee	2438 Mount Olive Ln	8527-017-028	3/11/2020	4/2/2020	4/14/2020			X		No email or phone number to call
4	Zbigniew & Krystyna Ciozda	2436 Mount Olive Ln	8527-017-027	3/11/2020	4/2/2020	4/14/2020			X		No answer- left vmail and sent email.
5	Elizabeth Iglesias	2428 Mount Olive Ln	8527-017-026	3/11/2020	4/2/2020	4/14/2020			X		Number is disconnected
6	Salvador Castro Jackie Castro	2416 Mount Olive Ln	8527-017-025	3/11/2020			X			Email	Feels cost increase is too high Plans to connect 1-5 years
7	Lazar Zamarzich	2402 Mount Olive Ln	8527-017-024	3/11/2020	4/2/2020	4/14/2020			X		no email or phone number to call
8	Behrouz Forouzan	502 Mount Olive Dr	8527-017-023	3/11/2020	4/2/2020	4/14/2020			X		No response, left vmail
9	Thomas & Elaine Lu	518 Mount Olive Dr	8527-017-022	3/11/2020				X		Email	Cost is too high
10	Alberto & Maria Mendoza	526 Mount Olive Dr	8527-017-021	3/11/2020	4/2/2020	4/14/2020	X			Letter	Wants to connect in 5 to 10 years
11	Gary White	534 Mount Olive Dr	8527-017-020	3/11/2020				X		Mail/Letter	Wasteful spending for small number of resident





Richard T. Hale, Jr., 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: April 21, 2020

SUBJECT: **DISCUSSION ON GENERAL LAW ENFORCEMENT SERVICES**

ATTACHMENTS: 1) Current Contract with LASD

SUMMARY

As a request by Mayor Hale, this item is a general discussion on recent occurrences of crime within the City and current law enforcement services.

DISCUSSION

During the February 2020 meeting, the City Council discussed general law enforcement services. Ultimately, the City Council requested to review the City's current agreement with the Los Angeles County Sheriffs Department (LASD). Attachment #1 contains the agreement between the City and LASD.

Breakdown of Current Service

As a point of reference: a Deputy Sheriff Service Unit (DSSU) is equal to a singular 56 hour deputy in a 8-hour work day, 7 days a week.

Bradbury currently purchases .25 of 1 DSSU. This amounts to 14 hours per week or 2 hours per day (56 x .25) of patrol services. The City currently pays \$106,776, plus \$11,745.36 liability (11%), for a total of \$118,521.36.

The following are estimates based on an approximate 5.5% increase in next year's contract and either a 11% or 11.5% liability cost –

Estimate for FY 20/21 for 1 – 56 hr. DSSU

Service level is at 56 hours per week or 8 hours per day.

- $\$427,104$ (current annual cost for 56-hour DSSU) $\times 5.5\% = \$23,490.72$ (5.5% increase estimate)
- $\$427,104 + \$23,490.72 = \mathbf{\$450,594.72}$ (FY 20/21 annual cost for 56 hour DSSU)

Liability

- $11\% - \$49,565.42 + \$450,594.72 = \$500,160.14$
- $11.5\% - \$51,818.39 + \$450,594.72 = \$502,413.11$

Estimate for FY 20/21 at Current Service Level (.25 DSSU)

Service level would remain at 14 hours per week or 2 hours per day.

- $\$450.594.72 \times .25 = \$112,648.68$

Liability

- $11\% - \$12,391.35 + \$112,648.68 = \$125,040.03$
- $11.5\% - \$12,954.60 + \$112,648.68 = \$125,603.28$

Estimate for FY 20/21 Increase to .40 DSSU Service Level

Service level is at 22.4 hours per week or 3.2 hours per day.

- $\$450.594.72 \times .40 = \$180,237.89$

Liability

- $11\% - \$19,826.17 + \$180,237.89 = \$200,064.06$
- $11.5\% - \$20,727.36 + \$180,237.89 = \$200,965.25$

Estimate for FY 20/21 Increase to .50 DSSU Service Level

Service level is at 28 hours per week or 4 hours per day.

- $\$450.594.72 \times .50 = \$225,297.36$

Liability

- $11\% - \$24,782.71 + \$225,297.36 = \$250,080.07$
- $11.5\% - \$25,909.20 + \$225,297.36 = \$251,206.56$

Estimate for FY 20/21 Increase to .75 DSSU Service Level

Service level is at 42 hours per week or 6 hours per day

- $\$450.594.72 \times .75 = \$337,946.04$

Liability

- $11\% - \$37,174.06 + \$337,946.04 = \$375,120.10$
- $11.5\% - \$38,863.79 + \$337,946.04 = \$376,809.83$

FINANCIAL ANALYSIS

The City currently receives \$100,000 in Citizens' Options for Public Safety (COPS) / Supplemental Law Enforcement Services Fund (SLESF) funding from the State for additional local law enforcement purposes each Fiscal Year. The City currently has approximately \$150,000 surplus from previous years. Last year, the City utilized funding for a contracted Monrovia CSO, administrative supplies (such as tickets) and Duarte daytime patrol. The City Council this year elected to forgo the Duarte daytime patrol and allocate funding for the additional Bradbury patrol.

ATTACHMENT # 1

**MUNICIPAL LAW ENFORCEMENT SERVICES AGREEMENT
BY AND BETWEEN
COUNTY OF LOS ANGELES
AND CITY OF BRADBURY**

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ATTACHMENT A:	Los Angeles County Sheriff's Department Service Level Authorization (SH-AD 575) Form	
ATTACHMENT B:	Contract City Law Enforcement Services and Equipment Master Rate Sheet	
ATTACHMENT C:	Public Safety Equipment Use Requirements	

**MUNICIPAL LAW ENFORCEMENT SERVICES AGREEMENT
BY AND BETWEEN
COUNTY OF LOS ANGELES
AND CITY OF BRADBURY**

This Municipal Law Enforcement Services Agreement ("Agreement") is made and entered into this 1st day of JULY, 2019 by and between the County of Los Angeles ("County") and the City of Bradbury ("City").

RECITALS

- A. Whereas, the City is desirous of contracting with the County for the performance of municipal law enforcement services by the Los Angeles County Sheriff's Department ("Sheriff's Department"); and
- B. Whereas, the County is agreeable to rendering such municipal law enforcement services on the terms and conditions set forth in this Agreement; and
- C. Whereas, this Agreement is authorized by Sections 56½ and 56¾ of the County Charter and California Government Code Section 51301.

NOW THEREFORE, in consideration of the mutual covenants contained herein, and for good and valuable consideration, the parties mutually agree as follows:

1.0 SCOPE OF SERVICES

- 1.1 The County, by and through the Sheriff's Department, agrees to provide general law enforcement services within the corporate limits of the City to the extent and in the manner hereinafter set forth in this Agreement.
- 1.2 Except as otherwise specifically set forth in this Agreement, such services shall only encompass duties and functions of the type coming within the jurisdiction of and customarily rendered by the Sheriff's Department under the County Charter, State of California statutes, and the City municipal codes.
- 1.3 General law enforcement services performed hereunder may include, if requested by the City, supplemental security support, supplemental sworn officer support, and supplemental professional civilian support staff.

2.0 ADMINISTRATION OF PERSONNEL

- 2.1 During the term of this Agreement, the Sheriff or his designee shall serve as the Chief of Police of the City and shall perform the functions of the Chief of Police at the direction of the City.
- 2.2 The rendition of the services performed by the Sheriff's Department, the standards of performance, the discipline of officers, and other matters incident to the performance of such services and the control of personnel so employed shall remain with the County. The City understands and agrees that, at the Sheriff's Department's sole discretion, the Sheriff's Department may redeploy personnel for mutual aid purposes pursuant to the California Emergency Services Act, codified at California Government Code Sections 8550-8668. Absent exigent circumstances, any sustained deployment of more than fifty percent (50%) of the City's contracted items requires consultation with the City manager or his/her designee.
- 2.3 In the event of a dispute between the parties to this Agreement as to the extent of the duties and functions to be rendered hereunder, or the minimum level or manner of performance of such service, the City shall be consulted and a mutual determination thereof shall be made by both the Sheriff's Department and the City. The City shall first consult with the Station Captain, Division Commander, and Division Chief, in an effort to reach a mutual determination. If a mutual determination cannot be realized at a subordinate level, then the matter will be elevated to a Sheriff's Department Assistant Sheriff or the Sheriff.
- 2.4 With regard to Paragraphs 2.2 and 2.3 above, the Sheriff's Department, in an unresolved dispute, shall have final and conclusive determination as between the parties hereto.
- 2.5 All City employees who work in conjunction with the Sheriff's Department pursuant to this Agreement shall remain employees of the City and shall not have any claim or right to employment, civil service protection, salary, or benefits or claims of any kind from the County based on this Agreement. No City employees as such shall become employees of the County unless by specific additional agreement in the form of a merger agreement which must be concurrently adopted

by the City and the County. The Sheriff's Department will provide approved City employees with the required training necessary to access authorized County programs (i.e. CAD, MDC, etc.), so such City employees can perform the functions of their positions.

- 2.6 While performing law enforcement services and functions under this Agreement, every Sheriff's Department employee shall be authorized to enforce all City laws and regulations, including all City codes and ordinances.
- 2.7 The City shall not be called upon to assume any liability for the direct payment of any Sheriff's Department salaries, wages, or other compensation to any County personnel performing services hereunder for the City. Except as herein otherwise specified, the City shall not be liable for compensation or indemnity to any County employee or agent of the County for injury or sickness arising out of the performance of services under this Agreement.
- 2.8 As part of its compliance with all applicable laws and regulations relating to employee hiring, the County agrees that the County Civil Service Rules to which it is subject and which prohibit discrimination on the basis of non-merit factors, shall for purposes of this Agreement be read and understood to prohibit discrimination on the basis of sexual orientation.

3.0 DEPLOYMENT OF PERSONNEL

- 3.1 Services performed hereunder and specifically requested by the City shall be developed in conjunction with the Sheriff's Department and indicated on Attachment A, Los Angeles County Sheriff's Department Service Level Authorization (SH-AD 575) Form, of this Agreement.
- 3.2 The City, or its designated representative, shall meet with its respective Sheriff's Department Station Captain when requesting law enforcement services to be performed in the City, and provide direction to the Sheriff's Department Station Captain regarding the method of deployment for such services. The City and the Sheriff's Department shall also determine a minimum daily standard of staffing needs for services rendered to ensure an adequate personnel presence during station operation and patrol. The City and the Station Captain shall meet to discuss the minimum daily standard which is documented in Attachment A, Los Angeles

County Sheriff's Department Service Level Authorization (SH-AD 575) Form, of this Agreement. The Station Captain shall endeavor to meet this standard without increased cost to the City. The Sheriff's Department shall ensure that all services are delivered in a manner consistent with the priorities, annual performance objectives, and goals established by the City.

- 3.3 The Sheriff's Department shall make every attempt to avoid deployment deficiencies (i.e., "busting" of cars) by following the daily minimum standard of staffing, as stipulated in Attachment A, Los Angeles County Sheriff's Department Service Level Authorization (SH-AD 575) Form, of this Agreement. Should deployment deficiencies occur, the Sheriff's Department should make every effort to reallocate those resources to the shift where the deficiencies occurred. Should the Sheriff's Department determine that a temporary increase, decrease, and/or realignment in the deployment methodologies is necessary, the Sheriff's Department shall promptly notify the City of this change in advance. In the event that prior notice is not possible, the City shall be notified of the change within two (2) City business days. If monthly service compliance falls below ninety-eight percent (98%), then the Sheriff's Department Station Captain shall meet with the City to discuss compliance and identify a plan for resolution. If the quarterly and/or year-to-date (September 30th, December 31st, March 31st, and June 30th) service compliance falls below ninety-eight percent (98%), then the respective Sheriff's Department Division Chief shall meet with the Sheriff's Department Station Captain and the City to discuss compliance and identify a plan for resolution. If the City is dissatisfied with the outcome of either resolution process, the matter will be elevated to a Sheriff's Department Assistant Sheriff or the Sheriff until all City concerns are fully resolved. Resolution may include, but is not limited to, the use of overtime, staffing adjustments, and/or City-initiated service suspensions, at no additional cost to the City. If the City determines it is unnecessary, the City may waive either dispute resolution process discussed above.
- 3.4 A new Attachment A, Los Angeles County Sheriff's Department Service Level Authorization (SH-AD 575) Form, of this Agreement shall be authorized and signed annually by the City and the Sheriff or his designee effective each July 1,

and attached hereto as an Amendment to this Agreement.

- 3.5 Should the City request a change in the level of service other than pursuant to the annual July 1 readjustment, a revised Attachment A, Los Angeles County Sheriff's Department Service Level Authorization (SH-AD 575) Form, of this Agreement shall be signed and authorized by the City and the Sheriff or his designee and attached hereto as an Amendment to this Agreement.
- 3.6 The most recent dated and signed Attachment A, Los Angeles County Sheriff's Department Service Level Authorization (SH-AD 575) Form, of this Agreement shall be the staffing level in effect between the County and the City.
- 3.7 The City is not limited to the services indicated in Attachment A, Los Angeles County Sheriff's Department Service Level Authorization (SH-AD 575) Form, of this Agreement. The City may also request any other service or equipment in the field of public safety, law, or related fields within the legal power of the Sheriff's Department to provide. Such other services and equipment shall be reflected in a revised Attachment A, Los Angeles County Sheriff's Department Service Level Authorization (SH-AD 575) Form, of this Agreement under the procedures set forth in Paragraphs 3.4 and 3.5 above.
- 3.8 With regard to any public safety equipment requested by the City and set forth on Attachment A, Los Angeles County Sheriff's Department Service Level Authorization (SH-AD 575) Form, of this Agreement, the City shall adhere to the terms and conditions set forth in Attachment C, Public Safety Equipment Use Requirements, of this Agreement.

4.0 PERFORMANCE OF AGREEMENT

- 4.1 For the purpose of performing general law enforcement services under this Agreement, the County shall furnish and supply all necessary labor, supervision, equipment, communication facilities, and supplies necessary to maintain the agreed level of service to be rendered hereunder.
- 4.2 Notwithstanding the foregoing, the City may provide additional resources for the County to utilize in performance of the services.
- 4.3 When and if both parties to this Agreement concur as to the necessity of maintaining a law enforcement headquarters or Sheriff's Department substation

within the City which would not normally be provided by the Sheriff's Department, the City shall furnish at its own cost and expense all necessary office space, and the Sheriff's Department shall have authority to negotiate with the City regarding which entity shall pay for furniture and furnishings, office supplies, janitor service, telephone, light, water, and other utilities.

- 4.4 It is expressly further understood that in the event a local office or building is maintained in the City, such local office or building may be used by the Sheriff's Department in connection with the performance of its duties in territory outside of the City, provided, however, that the performance of such outside duties shall not be at any additional cost to the City.
- 4.5 Notwithstanding the foregoing, it is mutually agreed that in all instances where special supplies, stationery, notices, forms, and the like must be issued in the name of the City, the same shall be supplied by the City at its own cost and expense.

5.0 INDEMNIFICATION

- 5.1 The parties hereto have executed an Assumption of Liability Agreement approved by the County Board of Supervisors on December 27, 1977, and/or a Joint Indemnity Agreement approved by the County Board of Supervisors on October 8, 1991. Whichever of these documents the City has signed later in time is currently in effect and hereby made a part of and incorporated into this Agreement as if set out in full herein.
- 5.2 The parties hereto have also executed a County-City Special Indemnity Agreement approved by the County Board of Supervisors on August 25, 2009. This document is made a part of and incorporated into this Agreement as if set out in full herein.
- 5.3 In the event the County Board of Supervisors later approves a revised Joint Indemnity Agreement and the City executes the revised agreement, the subsequent agreement as of its effective date shall supersede the agreement previously in effect between the parties hereto.

6.0 TERM OF AGREEMENT

- 6.1 The term of this Agreement shall be from July 1, 2019 through June 30, 2024, unless sooner terminated or extended as provided for herein.
- 6.2 At the option of the County Board of Supervisors and with the consent of the City

Council, this Agreement may be renewed or extended for successive periods not to exceed five (5) years each.

- 6.3 Nine (9) months prior to the expiration of this Agreement, the parties shall meet and confer in good faith to discuss the possible renewal or extension of this Agreement pursuant to Paragraph 6.2 above. The parties shall reach an agreement as to the terms of any renewal or extension period no later than six (6) months prior to the expiration of this Agreement. Absent mutual agreement by the parties within that time frame, this Agreement shall expire at the conclusion of the then-existing term.

7.0 RIGHT OF TERMINATION

- 7.1 Either party may terminate this Agreement as of the first day of July of any year upon notice in writing to the other party of not less than sixty (60) calendar days prior thereto.
- 7.2 Notwithstanding any provision herein to the contrary, the City may terminate this Agreement upon notice in writing to the County given within sixty (60) calendar days of receipt of written notice from the County of any increase in the rate for any service to be performed hereunder, and in such an event this Agreement shall terminate sixty (60) calendar days from the date of the City's notice to the County.
- 7.3 This Agreement may be terminated at any time, with or without cause, by either party upon written notice given to the other party at least one hundred eighty (180) calendar days before the date specified for such termination.
- 7.4 In the event of a termination, each party shall fully discharge all obligations owed to the other party accruing prior to the date of such termination, and, except as otherwise provided herein, each party shall be released from all obligations which would otherwise accrue subsequent to the date of termination.

8.0 BILLING RATES

- 8.1 The City shall pay the County for the services and equipment provided under the terms of this Agreement at the billing rates set forth on Attachment B, Contract City Law Enforcement Services and Equipment Master Rate Sheet, of this Agreement, as established by the County Auditor-Controller.
- 8.2 The billing rates set forth on Attachment B, Contract City Law Enforcement

Services and Equipment Master Rate Sheet, of this Agreement shall be readjusted by the County Auditor-Controller annually effective July 1 of each year, published by the County, and attached hereto as an Amendment to this Agreement, to reflect the cost of such service in accordance with the policies and procedures for the determination of such rates as adopted by the County Board of Supervisors.

8.3 The City shall be billed at the current fiscal year's billing rates based on the service level provided within the parameters of Attachment A, Los Angeles County Sheriff's Department Service Level Authorization (SH-AD 575) Form, of this Agreement.

8.4 The billing rates for other services and equipment requested pursuant to Paragraph 3.7 of this Agreement and not set forth on Attachment B, Contract City Law Enforcement Services and Equipment Master Rate Sheet, of this Agreement shall be determined by the County Auditor-Controller in accordance with the policies and procedures established by the County Board of Supervisors and then set forth and published on a revised Attachment B, Contract City Law Enforcement Services and Equipment Master Rate Sheet, of this Agreement.

9.0 PAYMENT PROCEDURES

9.1 The County, through the Sheriff's Department, shall render to the City, after the close of each calendar month, a summarized invoice which covers all services performed during said month, and the City shall pay the County for all undisputed amounts within sixty (60) calendar days after date of the invoice.

9.2 If such payment is not delivered to the County office which is described on the invoice within sixty (60) calendar days after the date of the invoice, the County is entitled to recover interest thereon. For all disputed amounts, the City shall provide the County with written notice of the dispute including the invoice date, amount, and reasons for dispute within ten (10) calendar days after receipt of the invoice. The parties shall memorialize the resolution of the dispute in writing. For any disputed amounts, interest shall accrue if payment is not received within sixty (60) calendar days after the dispute resolution is memorialized.

9.3 Interest shall be at the rate of ten percent (10%) per annum or any portion thereof, calculated from the last day of the month in which the services were performed, or

in the case of disputed amounts, calculated from the date the resolution is memorialized.

- 9.4 Notwithstanding the provisions of California Government Code Section 907, if such payment is not delivered to the County office which is described on said invoice within sixty (60) calendar days after the date of the invoice, or in the case of disputed amounts, from the date the resolution is memorialized, the County may satisfy such indebtedness, including interest thereon, from any funds of the City on deposit with the County without giving further notice to the City of the County's intention to do so.

10.0 NOTICES

- 10.1 Unless otherwise specified herein, all notices or demands required or permitted to be given or made under this Agreement shall be in writing and shall be hand delivered with signed receipt or mailed by first class registered or certified mail, postage prepaid, addressed to the parties at the following addresses and to the attention of the person named. Addresses and persons to be notified may be changed by either party by giving ten (10) calendar days prior written notice thereof to the other party.

- 10.2 Notices to the County shall be addressed as follows:

Los Angeles County Sheriff's Department
Contract Law Enforcement Bureau
Attn: Unit Commander
211 W. Temple Street. 7th Floor
Los Angeles, California 90012
Phone #: 213-229-1647

- 10.3 Notices to the City of shall be addressed as follows:

City of Bradbury
Attn: **CITY MANAGER**
Address: 600 Winston Avenue, Bradbury, CA 91008
Phone #: 626-358-3218



11.0 AMENDMENTS

- 11.1 Except for changes pursuant to Paragraphs 8.2 and 8.4 of this Agreement, all changes, modifications, or amendments to this Agreement must be in the form of a written Amendment duly executed by the County Board of Supervisors and an

authorized representative of the City.

- 11.2 Notwithstanding Paragraph 11.1 above, the Sheriff or his designee is hereby authorized to execute, on behalf of the County, any Amendments and/or supplemental agreements referenced in Sections 3.0, 4.0, and 9.0 of this Agreement.
- 11.3 In accordance with Paragraphs 8.2 and 8.4 of this Agreement, the Sheriff or his designee is hereby authorized to publish, on behalf of the County, the annual revised Attachment B, Contract City Law Enforcement Services and Equipment Master Rate Sheet, of this Agreement. The revised Attachment B, Contract City Law Enforcement Services and Equipment Master Rate Sheet, of this Agreement shall serve as an Amendment to this Agreement, but shall not require the signature of either party.

12.0 AUTHORIZATION WARRANTY

- 12.1 The City represents and warrants that the person executing this Agreement for the City is an authorized agent who has actual authority to bind the City to each and every term, condition, and obligation of this Agreement and that all requirements of the City have been fulfilled to provide such actual authority.
- 12.2 The County represents and warrants that the person executing this Agreement for the County is an authorized agent who has actual authority to bind the County to each and every term, condition, and obligation of this Agreement and that all requirements of the County have been fulfilled to provide such actual authority.


13.0 ENTIRE AGREEMENT

This Agreement, including Attachment A, Attachment B, and Attachment C, and any Amendments hereto constitute the complete and exclusive statement of understanding of the parties which supersedes all previous agreements, written or oral, and all communications between the parties relating to the subject matter of this Agreement. No change to this Agreement shall be valid unless prepared pursuant to Section 11.0, Amendments, of this Agreement.

**MUNICIPAL LAW ENFORCEMENT SERVICES AGREEMENT
BY AND BETWEEN
COUNTY OF LOS ANGELES
AND CITY OF BRADBURY**

IN WITNESS WHEREOF, the County of Los Angeles, by order of its Board of Supervisors, has caused this Agreement to be executed by the Sheriff of Los Angeles County, and the City has caused this Agreement to be executed by its duly authorized representative, on the dates written below.

COUNTY OF LOS ANGELES

By 
ALEX VILLANUEVA
Sheriff

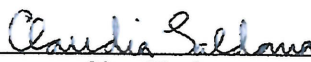
Date 07/02/19

CITY OF BRADBURY

By 

Date June 18, 2019

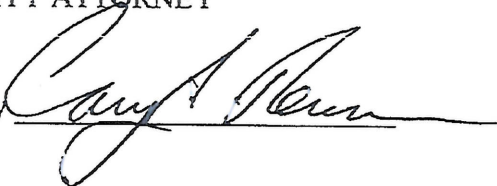
ATTEST:

By 
City Clerk

APPROVED AS TO FORM:
MARY C. WICKHAM
County Counsel

APPROVAL ON FILE
By _____
Principal Deputy County Counsel

APPROVED AS TO FORM:
CITY ATTORNEY

By 



LOS ANGELES COUNTY SHERIFF'S DEPARTMENT
CONTRACT CITY LAW ENFORCEMENT SERVICES
SERVICE LEVEL AUTHORIZATION (SH-AD 575)
DEPLOYMENT OF PERSONNEL

City: Bradbury Fiscal Year: 2019-2020 Effective Date: 7/1/2019

SERVICE UNIT	TOTAL UNITS PURCHASED	GENERAL LAW			TRAFFIC LAW			MOTOR DEP	SAD	D.B.	TEAM LEADER	TOTAL UNITS ASSIGNED
		EM	AM	PM	EM	AM	PM					
DEPUTY SHERIFF												
Non-Relief	0.00											0
40-Hour Unit	0.00											0
56-Hour Unit	0.25	0.05	0.05	0.1				0.025	0.025			0.25
70-Hour Unit	0.00											0
Motor (Non-Relief)	0											0
DEPUTY BONUS												
Non-Relief	0											0
40-Hour Unit	0											0
56-Hour Unit	0											0
70-Hour Unit	0											0
GROWTH DEPUTY												
Deputy	0											0
SAD	0											0
Bonus I	0											0
Motor (Non-Relief)	0											0
GRANT DEPUTY												
Deputy	0											0
SAD	0											0
Bonus I	0											0
Motor (Non-Relief)	0											0
Routine City Helicopter Billing Agreement YES <input type="checkbox"/> NO <input checked="" type="checkbox"/> License Detail - Business License & Renewal Applications YES <input type="checkbox"/> NO <input checked="" type="checkbox"/> License Detail - Acts on Violations Observed within the City YES <input type="checkbox"/> NO <input checked="" type="checkbox"/> S.T.A.R. Deputy Program YES <input type="checkbox"/> NO <input checked="" type="checkbox"/> Other Supplemental Services YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>												
NOTE: License Detail is billed on an hourly basis and billed monthly as service is provided.												

Sworn						
	Lieutenant	Sergeant	Bonus Deputy	Motor Deputy	Deputy	SAD
Hours	0	0	0	0	730	0
Minutes	0	0	0	0	43,800	0
Personnel	0.000	0.000	0.000	0.000	0.408	0.000

Civilian			
	SSO	LET/CSA/CA/PCO	Clerical
Hours	0	0	0
Minutes	0	0	0
Personnel	0.000	0.000	0.000

FOR CONTRACT LAW ENFORCEMENT BUREAU USE ONLY			
BILLING MEMO REQUIRED AND SUBMITTED:	YES <input checked="" type="checkbox"/>	NO <input type="checkbox"/>	N/A <input type="checkbox"/>
(PERSONNEL TRANSACTION REQUEST) "PTR" REQUIRED AND SUBMITTED:	YES <input type="checkbox"/>	NO <input type="checkbox"/>	N/A <input checked="" type="checkbox"/>
ORGANIZATIONAL CHART REQUIRED AND SUBMITTED:	YES <input type="checkbox"/>	NO <input type="checkbox"/>	N/A <input checked="" type="checkbox"/>
DUTY STATEMENT REQUIRED AND SUBMITTED:	YES <input type="checkbox"/>	NO <input type="checkbox"/>	N/A <input checked="" type="checkbox"/>
SMS DEPLOYMENT CONTRACT UPDATED:	YES <input checked="" type="checkbox"/>	NO <input type="checkbox"/>	N/A <input type="checkbox"/>
MINUTE PROGRAM IN RAPS UPDATED:	YES <input checked="" type="checkbox"/>	NO <input type="checkbox"/>	N/A <input type="checkbox"/>

Initials

City Official: [Signature]

Unit Commander: [Signature]

LOS ANGELES COUNTY SHERIFF'S DEPARTMENT
 CONTRACT CITY LAW ENFORCEMENT SERVICES
 SERVICE LEVEL AUTHORIZATION (SH-AD 575)
 PUBLIC SAFETY EQUIPMENT

CITY: Bradbury FISCAL YEAR: 2019-2020

START UP VEHICLE					
VEHICLE TYPE	YEAR	SERVICE CODE	#	RATE	TOTAL COST

EQUIPMENT					
VEHICLE TYPE	YEAR	SERVICE CODE	#	RATE	TOTAL COST

ALPH WITH INSTALL	YEAR	SERVICE CODE	#	RATE	TOTAL COST

Total Public Safety Equipment Cost: \$

Initials

City Official: *[Signature]*

Unit Commander: *[Signature]*

CONTRACT CITY LAW ENFORCEMENT SERVICES AND EQUIPMENT MASTER RATE SHEET

DSSU Rates		Liability Rate: 11.0%	
Rank	Relief Factor	Annual Rate	Service Code
Deputy Sheriff	Non-Relief	\$ 277,340	310
Deputy Sheriff	40-Hour Unit	\$ 305,074	306
Deputy Sheriff	56-Hour Unit	\$ 427,104	307
Deputy Sheriff	70-Hour Unit	\$ 533,880	308
Special Assignment Deputy	Non-Relief	\$ 277,340	310
Catalina Deputy	Non-Relief	\$ 251,447	324
DSSU Bonus I Rates			
Rank	Relief Factor	Annual Rate	Service Code
Deputy Sheriff, Bonus I	Non-Relief	\$ 297,689	305
Deputy Sheriff, Bonus I	40-Hour Unit	\$ 327,458	301
Deputy Sheriff, Bonus I	56-Hour Unit	\$ 458,441	302
Deputy Sheriff, Bonus I	70-Hour Unit	\$ 573,051	303
Growth/Grant Deputy Rates			
Rank	Relief Factor	Annual Rate	Service Code
Growth Deputy Generalist	Non-Relief	\$ 187,904	335
Growth Deputy Generalist	40-Hour Unit	\$ 219,096	NEW
Growth Deputy Generalist	56-Hour Unit	\$ 306,659	NEW
Growth Deputy Generalist	70-Hour Unit	\$ 383,324	NEW
Growth Special Assignment Deputy	Non-Relief	\$ 187,904	335
Growth Deputy Bonus I	Non-Relief	\$ 204,614	336
Growth Motor Deputy	Non-Relief	\$ 204,614	336
Grant Deputy Generalist	Non-Relief	\$ 187,904	386
Grant Special Assignment Deputy	Non-Relief	\$ 187,904	386
Grant Deputy Bonus I	Non-Relief	\$ 204,614	385
Grant Motor Deputy	Non-Relief	\$ 204,614	385
Supplemental Rates			
Rank	Relief Factor	Annual Rate	Service Code
Captain	Non-Relief	\$ 372,948	321
Lieutenant	Non-Relief	\$ 292,903	342
Sergeant	Non-Relief	\$ 247,580	353
Motor Sergeant	Non-Relief	\$ 260,980	348
Motor Deputy	Non-Relief	\$ 297,689	305A
Watch Deputy	Non-Relief	\$ 197,964	354
Community Services Assistant (w/ veh)	Non-Relief	\$ 67,799	325
Community Services Assistant (w/out veh)	Non-Relief	\$ 67,262	327
Crime Analyst	Non-Relief	\$ 136,806	329
Custody Assistant	Non-Relief	\$ 110,950	331
Forensic ID Specialist II	Non-Relief	\$ 166,233	356
Information Systems Analyst I	Non-Relief	\$ 151,728	332
Intermediate Clerk	Non-Relief	\$ 75,027	338
Law Enforcement Technician (w/ veh)	Non-Relief	\$ 104,538	340
Law Enforcement Technician (w/out veh)	Non-Relief	\$ 100,525	339
Operations Assistant I	Non-Relief	\$ 99,045	343
Operations Assistant II	Non-Relief	\$ 123,045	344
Operations Assistant III	Non-Relief	\$ 140,907	345
Secretary V	Non-Relief	\$ 107,191	346
Security Assistant	Non-Relief	\$ 52,874	362
Security Officer	Non-Relief	\$ 83,761	347
Senior Information Systems Analyst	Non-Relief	\$ 198,501	334
Station Clerk II	Non-Relief	\$ 91,989	351
Skynight Observer	Non-Relief	\$ 297,689	349
Supervising Station Clerk	Non-Relief	\$ 111,223	352

**CONTRACT CITY LAW ENFORCEMENT SERVICES AND EQUIPMENT
MASTER RATE SHEET**

Vehicle & Equipment Rates

Start-Up Vehicle	Year		Annual Rate	Service Code
B/W Patrol Vehicle	2019-2020	\$	86,906.58	378
B/W Tahoe	2019-2020	\$	85,155.98	399
B/W Motorcycle	2019-2020	\$	44,988.18	381
Solid Patrol Vehicle	2019-2020	\$	81,417.79	NEW
Solid Sedan	2019-2020	\$	48,384.52	379
CSA/SSO Sedan	2019-2020	\$	64,661.60	NEW
K-9 Vehicle	2019-2020	\$	87,811.35	NEW

Equipment	Year		Annual Rate	Service Code
MDC New Purchase, Data & Maintenance	Year 1	\$	13,142	NEW
MDC (CF-31/19) Only Initiated FY 18/19	Year 2	\$	7,378	376D
MDC Data & Maintenance Only	Year 3+	\$	1,685	NEW
ALPR New Install 1st Year (5yr Program)	Year 1	\$	5,000	NEW
ALPR System 2nd Year	Year 2	\$	4,650	NEW
ALPR System 3rd Year	Year 3	\$	4,650	NEW
ALPR System 4th Year	Year 4	\$	4,650	NEW
ALPR System 5th Year	Year 5	\$	4,650	NEW

Annual revised rates shall be readjusted annually per Sections 8.2 and 11.3 of the MLESA.

PUBLIC SAFETY EQUIPMENT USE REQUIREMENTS

1.0 TRANSFER OF PUBLIC SAFETY EQUIPMENT

- 1.1 The County, through the Sheriff's Department, hereby transfers the public safety equipment set forth on Attachment A, Los Angeles County Sheriff's Department Service Level Authorization (SH-AD 575) Form, of this Agreement ("Equipment") for the exclusive use of the City during the term of the Agreement.

2.0 USE OF EQUIPMENT

- 2.1 The City may use the Equipment for any lawful purpose, including use in connection with public safety activities in all areas under the City's jurisdiction.
- 2.2 The City shall not use or operate the Equipment in violation of any federal, state, or local law, rule, regulation, or ordinance.
- 2.3 The Equipment shall not be used or operated as follows:
 - 2.3.1 In a manner subjecting the Equipment to depreciation above the normal depreciation associated with public safety use; and/or
 - 2.3.2 For an illegal purpose or by a person under the influence of alcohol or narcotics.

3.0 SAFEKEEPING AND MAINTENANCE

- 3.1 The City shall exercise due care for the safekeeping of the Equipment during the term of the Agreement.
- 3.2 The City shall ensure that the Equipment is kept in good working order and condition, shall ensure that the Equipment is scheduled and available to County for the performance of its regularly scheduled maintenance by the County, and shall comply in every respect with any manufacturer's/owner's manual that comes with the Equipment.
- 3.3 The County shall perform all maintenance and repairs required for the proper operation of the Equipment. Except as otherwise set forth herein, such maintenance and repairs are provided in exchange for the City's payment of the annual billing rates set forth on Attachment B, Contract City Law Enforcement Services and Equipment Master Rate Sheet, of the Agreement. The City has the right to inspect said Equipment prior to acceptance of the Equipment following maintenance and repairs by the County.
- 3.4 Maintenance and repairs provided by the County under the Agreement may be

performed by the County, its third party vendors, and/or the manufacturer of the Equipment.

- 3.5 The County shall assume responsibility for ensuring that the Equipment has been inspected or otherwise tested in accordance with the laws of the State of California and the United States prior to use by the City.
- 3.6 The City shall inspect the Equipment upon initial delivery and return from County following maintenance and repair, and, by acceptance thereof, finds the Equipment in good working order and condition.
- 3.7 The Equipment shall be maintained and repaired solely by the County. The City and any of its third party vendors are prohibited from performing any maintenance and repairs on the Equipment.
- 3.8 All regularly scheduled maintenance shall be performed by the County, and the City shall timely present the Equipment to the County for the performance of regularly scheduled maintenance at the direction of, and in accordance with the policies and procedures of, the Sheriff's Department's Communications and Fleet Management Bureau. The Sheriff's Department shall make every effort to perform any maintenance in a timely manner.
- 3.9 Any Equipment requiring maintenance and repair by the County for any extended length of time, as determined by the Sheriff's Department's Communications and Fleet Management Bureau, may, at the sole discretion of the County, receive a temporary replacement piece of Equipment. All terms and conditions set forth herein shall apply to the City's use of any temporary replacement Equipment provided by the County. The County shall not be responsible for any damages or liability resulting from the City's loss of use of the Equipment during the performance of maintenance and repair services by the County.

4.0 INSPECTION BY COUNTY

- 4.1 The County shall have the right to inspect the Equipment, immediately upon request by the County, at any time during the term of the Agreement. The City shall provide the County with such operating, and other information, or copies of any such records maintained by the City with respect to the Equipment, as the County or any government agency may require from time to time.

5.0 TITLES

- 5.1 The County shall retain ownership of the Equipment used by the City during the term of the Agreement. Legal title to the Equipment is, and shall, at all times, remain in the name of the County. The Equipment shall not be transferred or delivered by the City to any persons other than the County without the County's prior written consent.

6.0 INDEMNIFICATION

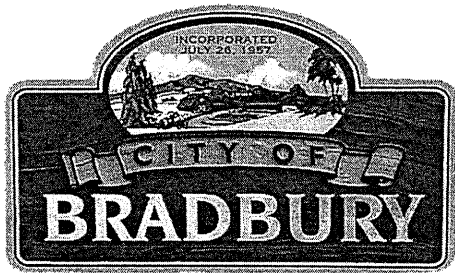
- 6.1 The City agrees to indemnify, defend, and hold harmless the County from any and all liability, losses, or damages the County may suffer and from any claims, demands, costs, or judgments against the County arising out of City's use or operation of the Equipment. This indemnification does not extend to (1) any liability resulting from inherent defects or malfunctions in such Equipment related to manufacturer's acts or omissions, or (2) negligent or wrongful maintenance or repair of the Equipment provided by the County.

7. RISK OF LOSS

- 7.1 The City shall assume all risk of loss to the Equipment from the time it is delivered by the County to the City, and inspected and accepted by the City, until (1) the Equipment is returned to the County upon expiration or termination of the Agreement, or (2) the County regains temporary possession of the Equipment for purposes of providing maintenance and repair.
- 7.2 Upon inspection/acceptance of the Equipment, the City shall be responsible for any and all damage to the Equipment, except those damages resulting from (1) inherent defects or malfunctions in such Equipment related to manufacturer's acts or omissions, or (2) the negligent or wrongful maintenance or repair of the Equipment provided by the County.
- 7.3 In the event of damage to the Equipment or the Equipment is in need of repair, the City shall notify the County to that effect and follow such instructions that the County may provide with respect to repair or disposal of the Equipment. If the Equipment is lost, stolen, destroyed, or declared to be a total constructive loss (subject to the County's agreement as to such condition), the City shall properly notify the County thereof and hold any Equipment for disposal by the County. With respect to any loss, theft, or destruction of the Equipment, the County and the City shall negotiate the value for comparable equipment in a condition similar to the lost, stolen, or destroyed Equipment immediately prior to any such loss. The City shall reimburse the County for the value of the lost, stolen, or destroyed Equipment.

8.0 BILLING RATES

- 8.1 As further discussed in Section 8.0, Billing Rates, of the Agreement, the City shall pay the County for the use of the Equipment provided under the Agreement at the annual billing rates set forth on Attachment B, Contract City Law Enforcement Services and Equipment Master Rate Sheet, of the Agreement, as established by the County Auditor-Controller.



Richard T. Hale, Jr., 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: April 21, 2020

SUBJECT: **GENERAL DISCUSSION ON CURRENT STATE OF AFFAIRS**

SUMMARY

This item's intended purpose is to allow for a general discussion on the current state of affairs related to the COVID-19 situation.