

AGENDA

Regular Meeting of the Bradbury City Council To be held on Tuesday, May 19, 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://us02web.zoom.us/i/89857727546,

One tap mobile+16699009128,89857727546# or dial 1-669-900-9128 and enter code 89857727546#.

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 City Council 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 April 21, 2020
- B. Resolution No. 20-06: Demands and Warrants for May 2020
- C. Monthly Investment Report for the month of April 2020
- D. Memorandum of Agreement with the Cities of Bradbury, Duarte, Monrovia, and Sierra Madre and the County of Los Angeles Regarding the Administration and Cost Sharing of the Agreement with Craft Water Engineering, Inc. for the Preparation of the Multi-Benefit Stormwater Project Concept Reports for the Rio Hondo/San Gabriel Water Quality Group in the Amount of \$1,623,041
- E. Fiscal Year 2018-2019 Annual Financial Audit Report
- F. Amendment No. 1 to the Professional Services Agreement for Animal Control Services with the Pasadena Humane Society & SPCA

2. 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.

3. Fiscal Year 2020-21 Annual Rate Adjustment for Solid Waste Collection and Recycling

This item facilitates the discussion on the annual Burrtec rate adjustment for trash, recycling, manure, and green waste collection in the City of Bradbury. A Burrtec representative will be present as part of the conversation. It is recommended the City Council approve the refuse collection and recycling rates to become effective July 1, 2020.

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. Proposed Forecast of Fiscal Year 2020 - 2021

This item discusses the proposed upcoming budget and reviews the City's resource priorities. After the discussion, Staff will bring back the proposed budget, with any appropriate resolutions, to the June City Council meeting for adoption.

6. General Discussion on Current State of Affairs

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

7. Matters from the City Manager

8. Matters from the City Attorney

9. 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

10. Items for Future Agendas

CLOSED SESSION

CALL TO ORDER/ROLL CALL

PUBLIC COMMENT - REGARDING CLOSED SESSIONS ONLY

RECESS TO CLOSED SESSION REGARDING ANNUAL EVALUATION OF CITY MANAGER:

A. Conference with Labor Negotiator:

Government Code Sections 54957 (b)(1) and 54957.6 City Representative: City Attorney Cary Reisman Unrepresented Employee: City Manager

OPEN SESSION

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

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

ADJOURNMENT

The City Council will adjourn to a Regular Meeting at the Bradbury Civic Center, 600 Winston 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, May 15, 2020, at 5:00 p.m."

CITY CLERK - CITY OF BRADBURY

MINUTES OF A REGULAR MEETING OF THE CITY COUNCIL OF THE CITY OF BRADBURY HELD ON TUESDAY, APRIL 21, 2020

EXECUTIVE ORDER N-25-20:

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. Participants will be able to hear the entire proceedings (other than the Closed Session) and be able 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.

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:

<u>PRESENT:</u> Mayor Hale, Mayor Pro-Tem Lewis, Councilmembers, Bruny, Lathrop and Barakat

ABSENT: None

<u>STAFF:</u> City Manager Kearney, City Attorney Reisman, City Engineer Gilbertson, City Planner Kasama, City Clerk Saldana

APPROVAL OF AGENDA:

Councilmember Barakat made a motion to approve the agenda to proceed with City business. Councilmember Lathrop 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.

Councilmember Lathrop needs to recuse himself from item #3 – Award of Bid for the Mount Olive Lane Sewer Project.

PUBLIC COMMENT:

Resident Ann Armstrong, 1775 Royal Oaks Drive North, thanked City Staff for keeping residents updated on the COVID-19 regulations issued by the LA County Department of Public Health.

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 March 17, 2020
- B. Resolution No. 20-05: Demands & 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 DEVELOPMENT CODE

 REGULATIONS 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

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, Councilmembers Lathrop, Bruny, Barakat

NOES: None

ABSENT: Mayor Pro-Tem Lewis

Motion passed 4:0

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

REPORT/SUMMARY:

City Manager Kearney stated at the December 17 2019 meeting, the City Council adopted Urgency Ordinance No. 368 amending the Development Code regulations in accordance with State legislation mandating new requirements for accessory dwelling units, which went into effect on January 1, 2010. Urgency Ordinance No. 368 was adopted so that the City would retain as much local control as possible; 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 was drafted to reenact most of those provisions, but in a new chapter so that they will be 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-20,000 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 state 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.

RECOMMENDATION:

It is recommended that the City Council adopt Urgency

Ordinance No. 372.

PUBLIC HEARING OPENED

AND CLOSED:

Mayor Hale opened the public hearing for public comment. There being no public comment, Mayor Hale declared the

public hearing closed.

DISCUSSION:

The City Council inquired if there were any current applications submitted to the Planning Department. City Manager Kearney

stated that there were none at this time.

LACK OF MOTION:

Due to a lack of motion no action was taken at this time.

COUNCILMEMBER LATHROP RECUSED:

Councilmember Lathrop recused himself from the decisionmaking process regarding the Mount Olive Lane Sewer Project.

AWARD OF BID- MOUNT OLIVE LANE SEWER PROJECT:

City Manager Kearney stated that bids for the Mount Olive Lane Sewer Improvement Project were opened on April 7, 2020 with GRBCON, Inc. being the lowest responsible bidder.

RECOMMENDATION:

It is recommended that the City Council award a contract to GRBCON, Inc. in the amount of \$551,862.00.

CITY ENGINEER'S REPORT/ANALYSIS:

City Engineer Gilbertson stated that 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 is to serve eleven (11) residences

along Mount Olive Lane.

CONSTRUCTION SCHEDULE:

Should the 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

operation.

PROJECT DESCRIPTION:

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 on Mount Olive Lane, flow south, and connect to the existing manhole at the easterly end of Elda Street in the City of Bradbury, further improving the availability of sewer infrastructure to the residents of Bradbury.

FINANCIAL REVIEW:

In the City Engineer's previous project update to the City Council, the anticipated cost for the project was \$1,027.114. The total estimated project costs have now been updated to \$778,048 to reflect the lowest bidder's cost for the construction of the project. The reimbursement cost between the eleven (11) property owners has also been updated to \$70,731.65.

PROPERTY OWNER NOTIFICATION:

City Engineer Gilbertson stated that all eleven (11) 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. The letter also described the 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 wished to share.

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. City staff has reached out through various methods from letters, phone calls, and field visits to the eleven (11) property owners to obtain a response.

DISCUSSION:

Mayor Pro-Tem Lewis suggested to sit on it for four weeks. Councilmember Barakat agreed. City Manager Kearney asked the City Engineer if we can postpone the award of bid. City Engineer Gilbertson stated that the City has 60 days to accept or reject the bid, but construction has to be done before the new school year starts.

MOTION TO POSTPONE AWARD OF BID:

Mayor Pro-Tem Lewis made a motion to postpone the Award of Bid for the Mount Olive Lane Sewer Project to the May 19, 2020 City Council Meeting. Councilmember Barakat seconded the motion, which was carried by the following roll call vote:

APPROVED:

<u>AYES:</u> Mayor Hale, Mayor Pro-Tem Lewis, Councilmembers Bruny and Barakat

NOES: None ABSENT: None

ABSTAIN: Councilmember Lathrop

Motion passed 4:0

DISCUSSION OF GENERAL LAW ENFORCEMENT SERVICES:

At the request by Mayor Hale, this item is a general discussion on current levels of law enforcement services.

City Manager Kearney stated that 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 Sheriff's Department (LASD).

BREAKDOWN OF CURRENT SERVICE:

Point of Reference: A Deputy Sheriff Service Unit (DSSU) is equal to a singular 56-hour deputy in an 8-hour work week, seven (7) days a week.

Bradbury currently purchases 0.25 of 1 DSSU. This amounts to 14 hours per week or 2 hours per day of patrol services. The City currently pays \$106,776, plus \$11,745.36 liability (11%), for a total of \$118,521.36 annually.

COPS/SLESF FUNDING:

The City 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 a surplus of approximately \$150,000 from previous years. Last year, the City utilized funding for a contracted Monrovia Community Services Officer (CSO), administrative supplies, and Duarte daytime patrol. The City Council this year elected to forgo the Duarte daytime patrol and allocate funds for additional Bradbury patrol instead.

DISCUSSION:

Mayor Hale proposed to postpone this discussion until a later time. City Manager Kearney stated that the City Council has to decide what level of law enforcement services it desires for budget considerations. Mayor Hale asked if the City could change its level of service mid-way. City Manager Kearney stated that he needs to find out the answer from LASD contract services. The City Council postponed the discussion on General Law Enforcement Services to the May meeting.

GENERAL DISCUSSION ON **CURRENT STATE OF AFFAIR:** The City Council had a general discussion on the current state of affairs related to the COVID-19 situation. City Manager Kearney stated that the City of Bradbury has not adopted an Emergency Declaration as the City has nothing to recoup. The only expenses so far have been ZOOM, the purchase of face masks for staff, and some cables to enable participation in ZOOM meetings.

Mayor Pro-Tem Lewis stated that he was interested in the upcoming budget discussions and how the COVID-19 situation might affect the City's revenues.

MATTERS FROM THE CITY MANAGER:

City Manager Kearney stated that the Chadwick Ranch Estates Scoping Meeting is scheduled for Wednesday, April 22, 2020. The scoping meeting will be held via GoToWebinar which can be accessed through with a computer, tablet, iPad, or smart phone.

MATTERS FROM THE CITY ATTORNEY:

Nothing to report

MATTERS FROM THE CITY COUNCIL:

MAYOR HALE:

Mayor Hale stated that Monrovia residents can watch their City Council meetings on TV and inquired if Bradbury could offer this service too and how much it would cost. City Manager Kearney stated that Staff will look into it.

MAYOR PRO-TEM LEWIS:

Nothing to report

COUNCILMEMBER BRUNY:

Nothing to report

COUNCILMEMBER LATHROP:

Nothing to report

COUNCILMEMBER BARAKAT:

Nothing to report

ITEMS FOR FUTURE AGENDAS:

Discussion on whether to have Bradbury City Council and Planning Commission meetings televised through a streaming

service.

CLOSED SESSION

RECESS TO CLOSED SESSION:

A. Public Employee Performance Evaluation

Government Code Section 54957(b)(4) Title: City Engineer (RKA Consulting Group)

RECONVENE TO OPEN SESSION AND ANNOUNCE ANY ACTION TAKEN:	City Attorney Reisman reported that the City Council met in Closed Session. No formal votes were taken. The City Manager was instructed on how to proceed.
ADJOURNMENT:	At 8:00 p.m. Mayor Hale adjourned the meeting to Tuesday, May 19, 2020 at 7:00 p.m.
	MAYOR – CITY OF BRADBURY
ATTEST:	

CITY CLERK - CITY OF BRADBURY

RESOLUTION NO. 20-06

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BRADBURY, CALIFORNIA, APPROVING DEMANDS AND WARRANTS NO. 15954 THROUGH NO. 15964 (PRE-RELEASED CHECKS) AND DEMANDS AND WARRANTS NO. 15965 THROUGH NO. 15982 (REGULAR CHECKS)

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

<u>Section 1.</u> That the demands as set forth hereinafter are approved and warrants authorized to be drawn for payment from said demands in the amount of \$1,679.70 (pre-released Checks) and \$106,607.43 at May 19, 2020 from the General Checking Account.

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

<u>Check</u>	Name and (Due Date)	<u>Description</u>		<u>Amount</u>
15954	Molly Maid (4/30/20)	April 15 & 29, 2020 City Hall Cleaning Acct. #101-16-6460		\$210.00
15955	Delta Dental (5/1/20)	Dental Insurance: City Manager (family) Acct. #101-12-5100 City Clerk	\$131.43	
		Acct. #101-13-5100 Management Analyst Acct. #101-16-5100	\$42.88 <u>\$42.88</u>	\$217.19
15956	Vision Service Plan (5/1/20)	<u>Vision Insurance:</u> City Manager (family) Acct. #101-12-5100	\$61.07	
		City Clerk Acct. #101-13-5100	\$23.66	
		Management Analyst Acct. #101-16-5100	<u>\$23.66</u>	\$108.39
15957	The Standard (5/1/20)	Basic Life and AD&D: City Manager Acct. #101-12-5100	\$9.25	
		City Clerk Acct. #101-13-5100	\$9.25	
		Management Analyst Acct. #101-16-5100	<u>\$9.25</u>	\$27.75
15958	Time Warner Cable (5/10/20)	Spectrum Business Internet Acct. #101-16-6230		\$149.88
15959	Data Ticket (1/8 & 5/6/20)	Daily Citation Processing November 2019 March 2020 Acct. #101-23-6120	\$0.83 <u>\$5.92</u>	\$6.75

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Check	Name and (Due Date)	<u>Description</u>		<u>Amount</u>
15960	Southern California Edison (5/12/20)	Street Lights for Mt. Olive/Gardi Acct. #200-48-6400		\$25.26
15961	Southern California Edison (5/12/20)	City Hall Utilities Acct. #101-16-6400		\$131.50
15962	The Gas Company (5/13/20)	City Hall Utilities Acct. #101-16-6400		\$26.08
15963	Staples Credit Plan (5/15/20)	Pendaflex File Jackets Acct. #101-16-6200	\$87.14	
		CyanToner for Copier Acct. #113-20-4500 (Tech Fund)	\$506.97	
		Copy Paper Acct. #101-16-6200	<u>\$63.49</u>	\$657.60
15964	Frontier Communications (5/18/20)	Telephone Service (fire alarm line) Acct. #101-23-7420		\$119.30
		Total Pre-Relea	sed Checks	\$1,679.70
REGULA	AR CHECKS:			
15965	Best Best &Krieger (5/6/20)	Services for Rio Hondo-San Gabriel River Watershed Group Jan 2020 Feb 2020 Mar 2020 Acct. #102-42-7630 (UUT)	\$943.59 \$943.59 <u>\$943.59</u>	\$2,830.77
15966	DUDEK (4/30/20)	Community Wildfire Protection Plan Acct. #219-00-4260		\$1,310.00
15967	Jones & Mayer (3/31/20)	City Attorney: April Retainer Acct. #101-15-7020 243 Barranca Road (Code Enf) Acct. #101-23-7450	\$2,650.00 \$942.50	
		Chadwick Ranch Acct. #103-00-2039	\$4,257.50	
		1533 Royal Oaks(Code Enf) Acct. #101-23-7450	\$825.00	
		Zoning/General Plan Acct.#112-00-4490	\$800.00	\$9,475.00

<u>Check</u>	Name and (Due Date)	<u>Description</u>		<u>Amount</u>
15968	Skipped	Skipped during printing		\$0.00
15969	Skipped	Skipped during printing		\$0.00
15970	Kevin Kearney (May 2020)	Monthly Cell Phone Allowance Acct. #101-12-6440		\$75.00
15971	City of Monrovia (FY 19-20))	Community Services Officer Services (see Resolution No. 19-17) Acct. #215-23-7411 (COPS)		\$52,000.00
15972	City of Monrovia (5/5/20)	Transportation Services for May 2020 Acct. #203-40-7625 (Prop A)		\$704.07
15973	Municode (4/20/20)	Electronic Update Pages Acct. #101-13-6225		\$684.00
15974	Pasadena Humane Society (4/30/20)	Animal Control Services for April 2020 Acct. #101-25-7000		\$1,577.64
15975	Post Alarm Systems (5/5/20)	City Hall Monitoring for June 2020 Fire & Intrusion Systems Acct. #101-23-7420		\$122.34
15976	Priority Landscape Services, LLC (4/30/20)	Replaced 2 valves at the corner of Mt Olive & Royal Oaks Drive Acct. #101-21-7025		\$550.00
15977	RKA Consulting Group (4/14/20)	119 Furlong Slope Abatement	\$294.00	
	(4/14/20)	Acct. #101-19-7230 Chadwick Ranch Estates Acct. #103-00-2039	\$535.00	
	(4/15/20)	City Engineering Services Acct. #101-19-7230	\$367.50	
		Development Projects Acct. #101-19-7230	\$3,612.00	
	(4/16/20)	Mt Olive Lane Sewer Project Acct. #206-50-7601	\$8,825.00	\$13,633.50

<u>Check</u>	Name and (Due Date)	Description		<u>Amount</u>
15978	LA County Sheriff's Dept. (4/10/20)	March 2020 Law Enforcement Ser Acct. #101-23-7410	vices	\$9,876.78
15979	TeamLogic IT (5/1/20)	Computer Services Acct. #101-16-6230		\$590.00
15980	U.S. Bank (4/30/20)	Custody Charges for April 2020 Safekeeping Fees Acct. #101-14-7010		\$43.00
15981	U.S. Bank Corporate Payment Systems (4/22/20)	Kevin Kearney Visa Card: ZOOM (monthly fee) Acct. 113-20-4500 Beenverified.com Acct. #101-23-7450	\$14.99 <u>\$52.44</u> \$67.43	
15981	U.S. Bank Corporate Payment Systems (4/22/20)	Claudia Saldana Visa Card: Amazon.com (refund) Acct. 101-16-6200 99-Cent Store (paper towels) Acct. #101-16-6450	(82.91) \$3.82 (79.09)	
15981	U.S. Bank Corporate Payment Systems (4/22/20)	Scarlett Santos Leon Visa Card: ICMA Conference (refund) Acct. # 101-16-6020 Broadvoice Acct. #101-12-6440	(150.00) \$173.14 \$21.93	\$10.27
15982	VCA Code Group (4/15/20) (4/16/20)	Mar 2020 Professional Services: City Planner (Retainer) Acct. #101-20-7210 Chadwick Ranch Hours Acct. #101-20-7210 Plan Check Services	\$3,900.00 \$165.00 \$9,060.06	\$13,125.06
	(Acct. #101-20-7220	ular Checks	\$106,607.43
MAY 2020	PAYROLL:			
ACH	Kevin Kearney (May 2020)	Salary: City Manager Acct. #101-12-5010 Withholdings Acct. #101-00-2011	\$10,000.00 (2,221.99)	\$7,778.01

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Claudia Saldana (May 2020)	Salary: City Clerk Acct. #101-13-5010 Withholdings Acct. #101-00-2011	\$5,118.67 (1,276.49)	\$3,842.18
Scarlett Santos Leon (May 2020)	Salary: Management Analyst Acct. #101-16-5010 Withholdings	\$4,025.67 (861.32)	
	Acct. #101-00-2011 PERS Employee Share Acct. #101-16-5010	(271.73)	\$2,892.62
Lisa Bailey (May 2020)	Finance Director (Apr 2020) 16.33 x \$82.94/hour Acct. #101-14-5010 Withholdings Acct. #101-00-2011	\$1,354.70 (<u>169.04)</u>	\$1,185.66
	(May 2020) Scarlett Santos Leon (May 2020)	(May 2020) Acct. #101-13-5010 Withholdings Acct. #101-00-2011 Scarlett Santos Leon (May 2020) Salary: Management Analyst Acct. #101-16-5010 Withholdings Acct. #101-00-2011 PERS Employee Share Acct. #101-16-5010 Lisa Bailey (May 2020) Finance Director (Apr 2020) 16.33 x \$82.94/hour Acct. #101-14-5010 Withholdings	(May 2020) Acct. #101-13-5010 Withholdings (1,276.49) Acct. #101-00-2011 \$4,025.67 (May 2020) Acct. #101-16-5010 Withholdings (861.32) Acct. #101-00-2011 PERS Employee Share Acct. #101-16-5010 (271.73) Lisa Bailey Finance Director (Apr 2020) (May 2020) 16.33 x \$82.94/hour \$1,354.70 Acct. #101-14-5010 Withholdings (169.04)

ELECTRONIC FUND TRANSFER (EFT) PAYMENTS for May 2020:

EFT	Aetna (May 2020)	Health Insurance for April 2020: City Manager Acct. #101-12-5100 City Clerk Acct. #101-13-5100	\$1,510.63 \$894.03	
		Management Analyst Acct. #101-16-5100	<u>\$401.60</u>	\$2,806.26
EFT	EDD (May 2020)	State Tax Withholdings SDI Acct. #101-00-2011	\$740.57 <u>\$205.00</u> (\$945.57
EFT	Dept. of Treasury Internal Revenue Service (May 2020)	Federal Tax Withholdings Social Security Medicare (Employee's portion of Social Security and Medicare is matched by the City) Acct. #101-00-2011	\$2,015.10 \$2,541.88 <u>\$594.46</u>	\$5,151.44
EFT	California PERS (May 2020)	City Manager Acct. #101-12-5100 City Clerk Acct. #101-13-5100 Management Analyst	\$1,498.77 \$762.61 <u>\$552.92</u>	\$2,814.30
		Acct. #101-16-5100		

Reso. No. 20-06 Page 5 of 6 May 19, 2020

Total May 2020 Payroll \$15,698.47

	UAL Payment (PEPRA) Acct. #101-16-6240	<u>\$41.81</u> \$351.5§
		MAYOR - CITY OF BRADBURY
ATTEST:		
		
CITY CLERK – CITY OF BRADBURY		
"I, Claudia Saldana, City Clerk, hereby was duly adopted by the City Council		

Unfunded Accrued Liability

\$309.78

CITY CLERK - CITY OF BRADBURY

UAL Payment (Classic)

EFT

AYES:

NOES: ABSENT: California PERS

19th day of May 2020 by the following roll call vote:"

(May 2020)



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

INVOICE DETAIL

BILL TO: Acct: 6011 1000 5337 241	SHIP TO:		A			Involes #
CITY OF BRADBURY	CLAUDIA SALDANA CITY OF BRADBURY		Amount Due:	Trans Date:	DUE DATE:	Invoice #:
2.0.000	600 WINSTON ST		\$87.14	03/26/20	05/15/20	2473516241
	BRADBURY CA 91008		PO:	Store	e: 100088887, WE	STBORO, MA
PRODUCT		SKU #	Ql	JANTITY UN	IIT PRICE TOTA	AL PRICE
	EARTHWISE REDRO	258222	2	.0000 EA	\$54.79	\$109.58
COUPONDIS		558100	, 1	.0000 ST	-\$5.00	-\$5.00
COUPONDIS		558100		.0000 ST	-\$10.00	-\$10.00
COUPONDIS	COUNT	558100	1	.0000 ST	-\$15.00	-\$15.00
Purch	ased by: CLAUDIA SALI	DANA	SUBTO	TAL		\$79.58
Order	·#: 9811543860		TAX			\$7.56
			TOTAL			\$87.14
BILL TO: Acct: 6011 1000 5337 241	SHIP TO:		Amount Due:	Trans Date:	DUE DATE:	Invoice #:
CITY OF BRADBURY	Y OF BRADBURY CITY OF BRADBURY					2479410661
The second secon	600 WINSTON ST			04/01/20	05/15/20	27/37/10001
			\$506.97			
	600 WINSTON ST BRADBURY CA 91008		PO:		: 100088887, WE	STBORO, MA
PRODUCT	BRADBURY CA 91008	SKU#	PO:	Store	: 100088887, WE	L PRICE
HP 651A CYA	BRADBURY CA 91008	990209	PO: QL	JANTITY UN	: 100088887, WE IT PRICE TOTA \$477.99	L PRICE \$477.99
	BRADBURY CA 91008		PO: QL	Store	: 100088887, WE	L PRICE
HP 651A CYA COUPONDIS	BRADBURY CA 91008	990209 558100	PO: QL	Store JANTITY UN 0000 EA 0000 ST	: 100088887, WE IT PRICE TOTA \$477.99	\$477.99 -\$15.00
HP 651A CYA COUPONDIS Purch	BRADBURY CA 91008 N TONER CARTRI COUNT	990209 558100	PO: QL	Store JANTITY UN 0000 EA 0000 ST	: 100088887, WE IT PRICE TOTA \$477.99	\$477.99 -\$15.00
HP 651A CYA COUPONDIS Purch	BRADBURY CA 91008 IN TONER CARTRI COUNT ased by: CLAUDIA SALE	990209 558100	PO: QU 1 1 SUBTO	Store JANTITY UN 0000 EA 0000 ST	: 100088887, WE IT PRICE TOTA \$477.99	\$477.99 -\$15.00
HP 651A CYA COUPONDIS Purch Order	BRADBURY CA 91008 IN TONER CARTRI COUNT ased by: CLAUDIA SALI #: 9812177863	990209 558100	PO: QL 1. SUBTO	Store JANTITY UN 0000 EA 0000 ST	: 100088887, WE IT PRICE TOTA \$477.99	\$477.99 -\$15.00 \$462.99 \$43.98
HP 651A CYA COUPONDIS Purch Order BILL TO: Acct: 6011 1000 5337 241	BRADBURY CA 91008 AN TONER CARTRI COUNT assed by: CLAUDIA SALE #: 9812177863 SHIP TO: CLAUDIA SALDANA	990209 558100	PO: QL 1. SUBTO	Store JANTITY UN 0000 EA 0000 ST	: 100088887, WE IT PRICE TOTA \$477.99	\$477.99 -\$15.00 \$462.99 \$43.98
HP 651A CYA COUPONDIS Purch Order BILL TO: Acct: 6011 1000 5337 241	BRADBURY CA 91008 IN TONER CARTRI COUNT ased by: CLAUDIA SALE #: 9812177863 SHIP TO:	990209 558100	PO: QL 1. SUBTO TAX TOTAL	JANTITY UN .0000 EA .0000 ST	e: 100088887, WE IT PRICE TOTA \$477.99 -\$15.00	\$477.99 -\$15.00 \$462.99 \$43.98 \$506.97
HP 651A CYA COUPONDIS Purch Order BILL TO: Acct: 6011 1000 5337 241	BRADBURY CA 91008 IN TONER CARTRI COUNT ased by: CLAUDIA SALE #: 9812177863 SHIP TO: CLAUDIA SALDANA CITY OF BRADBURY	990209 558100	PO: QL 1. SUBTO TAX TOTAL Amount Due:	Store JANTITY	e: 100088887, WE IT PRICE TOTA \$477.99 -\$15.00 DUE DATE:	\$477.99 -\$15.00 \$462.99 \$43.98 \$506.97
HP 651A CYA COUPONDIS Purch Order BILL TO: Acct: 6011 1000 5337 241 CITY OF BRADBURY	BRADBURY CA 91008 IN TONER CARTRI COUNT ased by: CLAUDIA SALE #: 9812177863 SHIP TO: CLAUDIA SALDANA CITY OF BRADBURY 600 WINSTON ST	990209 558100 DANA	PO: QL 1. SUBTO TAX TOTAL Amount Due: \$63.49 PO:	JANTITY UN .0000 EA .0000 ST TAL Trans Date: 04/07/20 Store	DUE DATE: 05/15/20 0: 100088887, WE	\$477.99 -\$15.00 \$462.99 \$43.98 \$506.97 Invoice #: 2485825721 STBORO, MA
HP 651A CYA COUPONDIS Purch Order BILL TO: Acct: 6011 1000 5337 241 CITY OF BRADBURY PRODUCT	BRADBURY CA 91008 IN TONER CARTRI COUNT ased by: CLAUDIA SALE #: 9812177863 SHIP TO: CLAUDIA SALDANA CITY OF BRADBURY 600 WINSTON ST BRADBURY CA 91008	990209 558100 DANA	PO: QL 1. SUBTOTAL Amount Due: \$63.49 PO:	JANTITY UN O000 EA O000 ST TAL Trans Date: O4/07/20 Store	DUE DATE: 05/15/20 100088887, WE	\$477.99 -\$15.00 \$462.99 \$43.98 \$506.97 Invoice #: 2485825721 STBORO, MA
HP 651A CYA COUPONDIS Purch Order BILL TO: Acct: 6011 1000 5337 241 CITY OF BRADBURY PRODUCT STAPLES MU	BRADBURY CA 91008 IN TONER CARTRI COUNT ased by: CLAUDIA SALE #: 9812177863 SHIP TO: CLAUDIA SALDANA CITY OF BRADBURY 600 WINSTON ST BRADBURY CA 91008	990209 558100 DANA SKU # 1149611	PO: QL 1. SUBTO TAX TOTAL Amount Due: \$63.49 PO:	JANTITY UN O000 EA O000 ST TAL Trans Date: O4/07/20 Store JANTITY UNI O000 EA	DUE DATE: 05/15/20 1T PRICE TOTA \$477.99 -\$15.00	\$477.99 -\$15.00 \$462.99 \$43.98 \$506.97 Invoice #: 2485825721 STBORO, MA L PRICE \$111.98
HP 651A CYA COUPONDIS Purch Order BILL TO: Acct: 6011 1000 5337 241 CITY OF BRADBURY PRODUCT	BRADBURY CA 91008 IN TONER CARTRI COUNT ased by: CLAUDIA SALE #: 9812177863 SHIP TO: CLAUDIA SALDANA CITY OF BRADBURY 600 WINSTON ST BRADBURY CA 91008	990209 558100 DANA	PO: QL 1. SUBTO TAX TOTAL Amount Due: \$63.49 PO:	JANTITY UN O000 EA O000 ST TAL Trans Date: O4/07/20 Store	DUE DATE: 05/15/20 100088887, WE	\$477.99 -\$15.00 \$462.99 \$43.98 \$506.97 Invoice #: 2485825721 STBORO, MA
HP 651A CYA COUPONDIS Purch Order BILL TO: Acct: 6011 1000 5337 241 CITY OF BRADBURY PRODUCT STAPLES MU COUPONDIS	BRADBURY CA 91008 IN TONER CARTRI COUNT ased by: CLAUDIA SALE #: 9812177863 SHIP TO: CLAUDIA SALDANA CITY OF BRADBURY 600 WINSTON ST BRADBURY CA 91008	990209 558100 DANA SKU # 1149611 558100	PO: QL 1. SUBTO TAX TOTAL Amount Due: \$63.49 PO:	Store JANTITY	DUE DATE: 05/15/20 1T PRICE TOTA \$477.99 -\$15.00	\$477.99 -\$15.00 \$462.99 \$43.98 \$506.97 Invoice #: 2485825721 STBORO, MA L PRICE \$111.98 -\$54.00
HP 651A CYA COUPONDIS Purch Order BILL TO: Acct: 6011 1000 5337 241 CITY OF BRADBURY PRODUCT STAPLES MU COUPONDIS	BRADBURY CA 91008 IN TONER CARTRI COUNT ased by: CLAUDIA SALE #: 9812177863 SHIP TO: CLAUDIA SALDANA CITY OF BRADBURY 600 WINSTON ST BRADBURY CA 91008 ILTIUSE 85 X 11 COUNT	990209 558100 DANA SKU # 1149611 558100	PO: QU SUBTO TAX TOTAL Amount Due: \$63.49 PO: QU 2. 1.	Store JANTITY	DUE DATE: 05/15/20 1T PRICE TOTA \$477.99 -\$15.00	\$477.99 -\$15.00 \$462.99 \$43.98 \$506.97 Invoice #: 2485825721 STBORO, MA L PRICE \$111.98





Please tear payment coupon at perforation.

		CORPORA	TE ACCO	UNT SUN	MARY			
CITY OF BRADBURY	Previous	Purchases And Other	Cach	Cash	Late			
4246 0445 5575 6224	Balance	+ Charges +	Advances +	Fees +	Charges	- Credits	- Payments	New = Balance
Company Total	\$3,965.15	\$243.18	\$0.00	\$.00	\$0.00	\$232.91	\$2,694.03	\$1.281.

CORPORATE ACCOUNT ACTIVITY

CITY OF BRADBURY 4246-0445-5575-6224

TOTAL CORPORATE ACTIVITY \$2,694.03 CR

Post Tran Date Date

Reference Number

Transaction Description

Amount

03-24 03-23 74798260084000000000083 PAYMENT - THANK YOU 00000 C

2,694.03 PY

NEW ACTIVITY

CLAUDIA A SALDANA 4246-0400-8040-6665

CREDITS \$82.91

PURCHASES \$3.82 CASH ADV \$0.00

TOTAL ACTIVITY \$79.09 CR

Post Tran Date Date Reference Number

Transaction Description

Amount

03-31 03-30 04-14 04-13

74431060091083008946919 24445000105600058433339

AMAZON.COM AMZN.COM/BILL AMZN.COM/BILL WA 99-CENTS-ONLY #0336 DUARTE CA

82.91 CR 3.82

CUSTOMER SERVICE CALL	ACCOUNT	NUMBER	ACCOUNT SUMMARY	
800-344-5696	4246-0445-5575-6224		PREVIOUS BALANCE PURCHASES & OTHER CHARGES	3,965.15 243.18
	STATEMENT DATE	DISPUTED AMOUNT	CASH ADVANCES	.00
	04/22/20	.00	CASH ADVANCE FEES	.00
			CHARGES	.00
SEND BILLING INQUIRIES TO:	AMOUN	T DUE	CREDITS	232.91
U.S. Bank National Association	AWIOON	I DUE	PAYMENTS	2,694.03
C/O U.S. Bancorp Purchasing Card Program P.O. Box 6335 Fargo, ND 58125-6335	1,281	.39	ACCOUNT BALANCE	1,281.39

APR 2 8 2020

Page 1 of 2

Dec Check # 15981



Company Name: CITY OF BRADBURY

Corporate Account Number: 4246 0445 5575 6224

Statement Date: 04-22-2020

			NEW ACTIVI	ТҮ		
KEVIN KEARN 4246-0446-027		CREDITS \$0.00	PURCHASES \$67.43	CASH ADV \$0.00	TOTAL ACTIVITY \$67.43	
Post Tran Date Date	Reference Number	Trans	action Description			Amount
03-31 03-30 04-08 04-07	244939800910264927 249064100980916827		M.US 888-799-9666 (BEENVERIFIED.CO			14.99 52.44
SCARLETT L 4246-0446-223	SANTOS LEON 35-1074	CREDITS \$150.00	PURCHASES \$171.93	CASH ADV \$0.00	TOTAL ACTIVITY \$21.93	
Post Tran Date Date	Reference Number	Trans	action Description	· · · · · · · · · · · · · · · · · · ·		Amount
03-27 03-26 04-16 04-15	744921500868523112 244535101060170383		RNATION 202289428 ADVOICE 888-325-58			150.00 CR 171.93

Department: 00000 Total: Division: 00000 Total:



City of Bradbury Monthly Investment Report for the month of April 2020

CASH ON DEPOSIT BY ACCOUNT

CASH & INVESTMENTS ON DEPOSIT BY FUND

				Ally Bank CD	Discover Bank CD	Citibank NA CD	American E		Local Agen	investments:	•		Wells Fargo	Bank Accounts:
					nk CD	CD	American Express Centurion CD		Local Agency Investment Fund (LAIF)	S			Wells Fargo Bank - General Checking	unts:
				€.	69	49	49		€				€9	
				247,000.00	246,000.00	246,000.00	247,000.00		3,427,382.73				831,041.72	Amount
				9/26/2022	9/7/2021	6/7/2021	12/7/2020		n/a				n/a	Maturity
				1.95%	3.00%	3.00%	2.10%		1.65%				0%	Interest Rate
COPS F County I CWPP	Measure Measure	Recyclin	STPL F	TDA Fu	Prop C I	Prop A F	SB 1 Ga	Gas Tax	Technol	Long Terr	Deposit	Utility U	General	Funds

\$10,9/5.46	r Giant rund (219)
\$8,227.25	ty Park Grant Fund (217)
\$251,737.04	S Fund (215)
\$28,594.48	sure M Fund (212)
\$48,351.90	sure R Fund (210)
\$8,291.81	cling Grant Fund (209)
\$1,025.85	- Fund (208)
\$469,865.82	er Fund (206)
\$4,170.30	Fund (205)
\$16,560.30	C Fund (204)
\$28,765.35	A Fund (203)
\$16,656.78	Gas Tax Fund (201)
\$13,360.86	Tax Fund (200)
\$41,328.14	nology Fee Fund (113)
\$20,363.74	Term Planning Fee Fund (112)
\$71,374.57	sits Fund (103)
\$763,155.29	/ Users Tax Fund (102)
\$3,441,619.51	eral Fund (101)
Amount	is

This report is p	I hereby certify
repared in accordance with the guidelines established in the Statement of Investment Policy adopted November 21, 2017	that there are sufficient funds available to meet the City's obligations for the next three (3) months.

Total

4

5,244,424.45

5,244,424.45

Submitted By:

Kevin Kearney City Manager

Reviewed By:

Laurie Stiver
City Treasurer

Revenues

Acct. Number	Account Description	2018-19 Actual	2019-20 Budget	2019 YTD @ 0	
101-00-4010	Property Tax Current Secured	471,209	495,000	398,507	81%
101-00-4030	Property Tax-Current Unsecured	18,096	18,500	17,859	97%
101-00-4050	Property Tax Prior Year	.0,000	10,000	(62)	#DIV/0!
101-00-4060	Public Safety Augmentation F	11,680	12,000	8,546	71%
101-00-4070	Delinquent Taxes	6,401	7,500	6,162	82%
101-00-4100	Sales & Use Tax	1,962	1,500	1,075	72%
101-00-4110	Franchise Fee-Cable TV	22,476	23,000	19,402	84%
101-00-4120	Franchise Fee-SC Edison	18,739	19,000	18,321	96%
101-00-4130	Franchise Fee-SC Refuse	37,159	37,000	28,405	77%
101-00-4140	Franchise Fee-SC Gas Co.	2,539	2,600	3,213	124%
101-00-4150	Franchise Fee-Cal Am Water	37,557	38,000	40,285	106%
101-00-4160	AB939 Refuse Admin. Fee	18,652	18,000		0%
101-00-4190	Real Property Transfer Tax	22,709	14,000	18,174	130%
101-00-4200	Motor Vehicle In-Lieu	137,540	140,000	71,096	51%
101-00-4210	Dist & Bail Forfeiture	1,116	1,500	1,928	129%
101-00-4220	Fines-City	21,732	2,000	576	29%
101-00-4350	Business License	40,611	40,700	28,825	71%
101-00-4360	Movie & TV Permits		40,700	30,900	#DIV/0!
101-00-4370	Bedroom License Fee	14,420	15,000	30,900	#DIV/0!
101-00-4410	Variances & CUPs	1,635	1,600	1,635	102%
101-00-4440	Subdivisions/Lot Splits	4,844	5,000	1,000	0%
101-00-4460	Planning Dept. Review	25,382	25,000	72,030	288%
101-00-4470	Building Construction Permit	236,173		•	
101-00-4480	Building Plan Check Fees	250, 175 159,454	250,000	78,665	31%
101-00-4485	Landscape Plan Check Permit	•	250,000	84,633	34%
101-00-4490	Green Code Compliance	7,433 29,086	5,500	2,793	51%
101-00-4500	Civic Center Rental Fee	29,000	27,000 1,050	7,697 900	29% 86%
101-00-4530	Environmental & Other Fees	371	1,000	1,112	
101-00-4540	City Engineering Plan Check	127,680	135,000		111%
101-00-4600	Interest Income	70,777		47,186 41,011	35%
101-00-4700	Sales of Maps & Publications	352	77,712 400	41,011	53%
101-00-4800	Other Revenue	148		125	31%
101-00-4850	Cal-Am Loan Repayment	140	200		0%
101-00-4900	Reimbursements	5,783	4,820	1 001	0%
101-23-4950	Vacant Property Registry Fee	100	3,000 100	1,231	41%
101-24-4610	Donations	500	100	100	100%
101 24 4010	Total General Fund Revenues	1,554,316	1,672,682	500	#DIV/0!
	Total Colletai Fulla Nevellaes_	1,004,010	1,072,002	1,032,830	62%
Utility Users Ta	x Fund:				
102-00-4600	Interest	16,097	18,810	11,356	60%
	_	16,133	18,810	11,356	60%
	_			,	
Long Term Plan					
112-00-4490	Long-Term Planning Fee	7,027	8,000	3,216	40%
112-00-4600	LTP Fee Interest Income	411	400	277	69%
		7,438	8,400	3,493	42%
Technology Fee					
113-00-4520	Technology Fee	18,864	18,500	6,251	34%
113-00-4600	Technology Fee Interest Income	894	1,000	724	72%
	_	19,758	19,500	6,975	36%

Revenues

Acct. Number	Account Description	2018-19 Actual	2019-20 Budget	2019-20 YTD @ 04/30/20	
Gas Tax Fund: 200-00-4000	Transfers In				
200-00-4000	TCRA Funds	4 000			
200-00-4200	Gas Tax Interest	1,206	-	1,211	#DIV/0!
200-48-4260		2,313	-	127	#DIV/0!
200-40-4200	Gas Tax	26,111	25,000	23,581	94%
SB1 Gas Tax Fu	and a	29,630	25,000	24,919	100%
201-00-4000	Transfers In	0.000			
201-48-4260	Gas Tax	6,623	_		#DIV/0!
201-00-4600	Gas Tax Gas Tax Interest	19,604	15,000	11,655	78%
201-00-4000	Gas Tax Interest	331	-	127	#DIV/0!
		26,558	15,000	11,782	79%
Prop. A Fund:					
203-40-4260	Prop. A Transit Funds	00.004	00.000		
203-40-4600	•	22,224	23,000	18,193	79%
203-40-4000	Prop. A Transit Interest	291	308	344	112%
		22,515	23,308	18,537	80%
Prop. C Fund:					
riopi o rana.	Transfers In	•			
204-48-4260	Prop. C Funds	10 424	10.000	45.004	700/
204-48-4600	Prop. C Interest	18,434	19,000	15,091	79%
201 10 1000	riop. o merest	1,447	40.000	130	#DIV/0!
		19,881	19,000	15,221	<u>80%</u>
Transportation [Development Act Fund:				
205-48-4260	TDA Funds	22 627	F 000	0.750	
205-48-4600	TDA Interest	22,637	5,000	3,753	75%
200 10 1000	TDA Interest	22,637	F 000	3.750	#DIV/0!
		22,031	5,000	3,759	75%
Sewer Fund:					
206-00-4000	Transfers In		600,000		00/
206-50-4600	Sewer Fund Interest	13,901	885	0 110	0%
		13,901	600,885	8,448 8,448	955%
		10,301	000,883	0,440	1%
STPL Fund:					
208-00-4260	STPL Funds				
208-00-4600	STPL Interest	703	_	15	#DIV/0!
		703		15	#DIV/0!
				10	#010/0:
Recycling Grant	Fund:				
209-00-4260	Recycling Grant Funds	10,000	5,000		0%
209-00-4600	Recycling Grant Interest	201	0,000	141	#DIV/0!
	, ,	10,201	5,000	141	3%
Measure R Fund	:		0,000	- ' ' '	0.70
210-48-4260	Measure R Funds	13,830	15,000	11,305	75%
210-48-4600	Measure R Interest	1,767	-	793	#DIV/0!
		15,597	15,000	12,098	81%
			. 0,000	12,000	0170
Measure M Fund					
212-48-4260	Measure M Funds	15,596	16,500	17,221	104%
212-48-4600	Measure M Interest	284	-	326	#DIV/0!
		15,880	16,500	17,547	106%
				,	. 3070

Revenues

Acct. Number Measure W Fund	Account Description	2018-19 Actual	2019-20 Budget	2019 YTD @ 0	
213-48-4260	Measure W Funds				
			60,000	-	
213-48-4600	Measure W Interest	_			_#DIV/0!
		_	60,000	-	0%
	for Public Safety (COPS) Fund:				
215-23-4260	COPs Funds	148,747	100,000	155,948	156%
215-23-4600	COPs Interest	3,679	982	3,573	364%
		152,426	100,982	159,521	158%
County Park Gra	nt:				
217-00-4210	County Park Grant				
217-00-4600	Grant Fund Interest Income	190	180	127	71%
	-	190	180		
	-	190	100	127	71%
Fire Safe Grant:					
219-00-4260	Community Wildfire Protection Plan		45,000		
219-00-4600	Fire Safe Grant Interest Income	226	215	162	75%
	-	226	45,215	162	
	-		40,210	102	0%
	Total Revenues	1,927,989	2,650,462	1,326,931	50%
	i otal Novellaes	1,021,000	2,000,402	1,020,001	JU /0

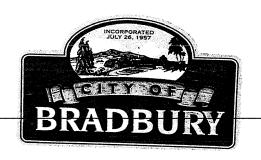
	Account Description	2018-19 Actual	2019-20 Budget	2019- YTD @ 04	
General Fund:					
101-00-5000	Transfers Out		600,000	-	0%
City Council	Division:				
101-11-6500		3,000	4,000	3,000	75%
101-11-6100	Events and awards	6,490	6,000	6,451	108%
101-11-6110	City Newsletter	1,257	· _	235	#DIV/0!
		10,747	10,000	9,686	97%
City Manage	r Division:				
101-12-5010	Salaries	106,395	100.269	00.000	900/
101-12-5100	Benefits	44,100	109,268 46,174	90,000 36,265	82% 79%
101-12-6020	Meetings & Conferences	3,373	3,500	4,853	79% 139%
101-12-6025	Expense Account	317	1,500	4,653 1,198	80%
101-12-6050	Mileage	1,104	1,200	910	76%
101-12-6440	Cell Phone	900	1,000	675	68%
		156,189	162,642	133,901	82%
City Clerk Div	vision:				
101-13-5010	Salaries	59,809	61,424	40.040	679/
101-13-5100	Benefits	24,706	24,702	40,949	67%
101-13-6020	Meetings & Conferences	24,700	24,702	23,657 12	96% #DIV/0!
101-13-6050	Mileage	47	- 50	114	#DIV/0! 228%
101-13-6210	Special Department Supplies	122	275	157	220 % 57%
101-13-6220	Election Supplies	-	500	314	63%
101-13-6225	Codification	7,064	7,000	1,228	18%
101-13-7000	Contract Election Services	· -	12,000	,	0%
		91,748	105,951	66,431	63%
Finance Divis	sion:				
101-14-5010	Salaries	15,100	15,449	9,739	63%
101-14-5100	Benefits	1,116	1,371	975	71%
101-14-6210	Special Department Supplies	575	600	37	6%
101-14-6230	Contracted Computer Services	1,141	500	400	80%
101-14-7010	Contracted Banking Services	4,254	4,000	3,550	89%
101-14-7020	Contracted Audit Services	17,466	18,000	15,300	85%
101-14-7040	GASB Reports	700	725	700	97%
		40,352	40,645	30,701	76%
City Attorney	Division:				
101-15-7020	City Attorney Retainer	29,400	31,800	21,200	67%
101-15-7070	City Attorney Special Service	1,331	5,000	415	8%
101-15-7075	Development Code Update	1,00	26,000		070
101-15-7080	Seminars & Training	1,100	1,100		0%
		31,831	63,900	21,615	34%
General Gove	ernment Division:				
101-16-5010	Salaries	47,038	48,308	24 005	700/
101-16-5100	Benefits	47,036 12,695	40,306 13,107	34,005 11,965	70% 91%
101-16-6010	Seminars & Training	12,000	1,000	11,300	0%
	-		-,		5 / 0

Account Description	2018-19 Actual	2019-20 Budget	2019- YTD @ 04	
101-16-6020 Meetings & Conferences	60	200	185	93%
101-16-6040 Transportation & Lodging	388	1,000	700	0%
101-16-6050 Mileage	261	300	151	50%
101-16-6120 Postage	856	300	634	211%
101-16-6200 Office Supplies	2,061	2,500	492	20%
101-16-6210 Special Departmental Supplies	397	500		0%
101-16-6230 Computer & Website Services	10,929	15,000	6,513	43%
101-16-6240 PERS UAL Payment	2,068	3,717	3,164	85%
101-16-6242 PERS SSA 218 Annual Fee	•	,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,	200	0070
101-16-6241 PERS Replacement Benefit Contribution	2,535	3,000	2,444	81%
101-16-6250 Copier & Duplications	6,740	5,000	903	18%
101-16-6300 Insurance	55,553	56,000	19,811	35%
101-16-6400 Utilities	4,114	4,500	1,677	37%
101-16-6440 Telephone	4,163	6,000	1,398	23%
101-16-6450 Building Operations	603	4,000	222	6%
101-16-6460 Building & Cleaning Service	2,825	3,000	2,855	95%
101-16-6470 Maintenance & Supplies	328	400	13	3%
-	153,614	167,832	86,632	52%
Engineering Division:				
101-19-7230 Contracted Engineering Services	100,399	130,000	47,560	37%
	100,399	130,000	47,560	37%
Planning, Zoning & Development Division:				
101-20-6020 Meetings & Conferences	38			#DIV/0!
101-20-6120 Postage	727	1,000	263	#DIV/0!
101-20-6210 Special Department Supplies	430	500	203	0%
101-20-6240 Environmental Filing Fees	100	500		0%
101-20-7210 City Planner Retainer	46,843	46,800	27,300	58%
101-20-7220 Contracted Building & Safety	199,684	250,000	79,192	32%
101-20-7240 City Planner Special Service	18,191	15,000	13,530	90%
101-20-7245 General Plan update	2,160	10,000	2,550	#DIV/0!
101-20-7075 Development Code Update	2,100	26,000	2,550	#DIV/0!
	268,073	339,800	122,835	36%
Double 9 Landa como Maintenano Divisione				
Parks & Landscape Maintenance Division:	10.701	40.000		
101-21-7015 Royal Oaks Trail Maintenance	13,724	10,000	4,612	46%
101-21-7020 City Hall Grounds Maintenance	10,780	7,000	7,139	102%
101-21-7025 Trail Maintenance	11,311	10,000	4,356	44%
101-21-7035 Mt.Olive Entrance & Trail	7,343	12,000	7,194	60%
101-21-7045 Lemon/RO Horse Trail	29,197	43,000	1,044	2%
101-21-7060 Street Tree Trimming	10,857	-		#DIV/0!
	83,212	82,000	24,345	30%
Public Safety Division:				
101-23-6210 Special Departmental Services	20,336		3	#DIV/0!
101-23-7410 Contract Services Sheriff	112,465	118,522	69,137	58%
101-23-7420 City Hall Security	3,282	3,500	2,162	62%
101-23-7450 Code Enforcement	11,241	6,000	15,076	251%
101-23-7757 AED Purchase	2,863	<u>-</u>		#DIV/0!
	150,187	128,022	86,378	67%

	Account Description	2018-19 Actual	2019-20 Budget	2019- YTD @ 04	
-	reparedness Division:				
101-24-6010	<u> </u>	100	400		
101-24-6020	Meetings & Conferences	133	100	67	67%
101-24-6030 101-24-6100	Memberships & Dues Events & Awards	360	375 500	360	96%
101-24-6100	Maintenance & Supplies	0.400	500 5.500	4 000	0%
101-24-6480	Civic Center Generator	2,406	5,500	1,229	22%
101-55-7030	Hazard Mitigation Plan	1,191 5,063	-	857	#DIV/0!
101-24-7245	Hazard Mitigation Plan	5,065	5,000	8	#DIV/0!
101-24-7243	- Tiazara Willigation Flam	9,153	11,475	2,521	0% 22%
		3, 100	11,475	2,021	2270
Animal & Pes	st Control Division:				
	Animal Control Services	3,330	18,085	12,700	70%
	Pest Control Services	200	300	.2,. 00	0%
	-	3,530	18,385	12,700	69%
_	nental Relations Division:				
101-30-6030	Memberships & Dues	4,072	9,200	10,459	114%
	General Fund Totals	1,103,107	1,869,852	655,764	35%
Utility Users Tax					
101-15-7075	NPDES Stormwater Compliance	32,802	26,000	8,555	33%
	<u>-</u>				
Long Term Plan	ning Fee Fund:	8,645	-		#DIV/0!
Technology Fee	Fund:				
113-20-4500	Permit Digitizing	17,495	10,000	13,277	133%
	Website	17,495	20,000	13,211	0%
113-20-8120	Capital Equipment-Server & Copier	1,188	20,000		#DIV/0!
110 20 0 120		18,683	30,000	13,277	44%
	-	10,000	30,000	10,211	
Gas Tax Fund:					
200-48-5000	Transfers Out	6,623			
200-48-6400	Utilities-Select System	9,394	9,000	5,982	66%
200-48-6410	Street Lights	8,073	8,000	6,049	76%
200-48-7000	PW Contract Services	2,126	3,000	440	15%
200-48-7290	Street Sweeping	3,131	4,000	1,879	47%
200-48-7755	City Wide Slurry Seal	110,394	.,	1,010	#DIV/0!
	· -	139,741	24,000	14,350	60%
	_				
SB1 Gas Tax Fur					
201-48-7745	Royal Oaks North Curb Extension		19,000		0%
201-48-7755	City Wide Slurry Seal	21,623	_		#DIV/0!
		21,623	19,000		0%

•	Account Description	2018-19 Actual	2019-20 Budget	2019 YTD @ 04	
Prop. A Fund:					
203-00-7600	Sale of Prop. A Funds				
203-40-7625	Transit Services	7,745	9,000	5,633	63%
		7,745	9,000	5,633	63%
Prop. C Fund:	0.00				
204 20 6020	Staffing & Duca	222			
204-20-6030 204-40-7325	Memberships & Dues Transit Services	833	900		0%
204-48-7745		_	40.000		#DIV/0!
204-48-7755	Royal Oaks North Curb Extension City Wide Slurry Seal	72.007	19,000		0%
204-40-7755	City voice Siurry Sear	73,867	10.000		#DIV/0!
		74,700	19,900	-	0%
Transportation	Development Act Fund:				
	Lemon/RO Horse Trail Project	22,636			#DIV/0!
205-48-7735	Royal Oaks & Mt. Olive Trail Rehab.		5,000		
		22,636	5,000	-	0%
Sewer Fund:					
206-50-7600	Mt. Olive Drive Sewer Project	9,760	2,619	2,619	100%
206-50-7601	Mt. Olive Lane Sewer Project	6,271	65,000	21,465	33%
206-50-7605	Lemon Ave. Project	5,271	580,000	21,400	0%
206-50-7606	Winston Ave Project	587,816	5,125	5,152	101%
		603,847	652,744	29,236	4%
			- Line		
STPL Fund:	0.1 .1 01 0 1				
208-48-6555	Citywide Slurry Seal	32,774	······································		#DIV/0!
Recycling Grant	Fund:	32,774		-	#DIV/0!
	Recycling Education	5,801	5,000	6,300	126%
200 00 1000	resolving Education	3,001	3,000	0,300	120%
Measure R Fund					
	City Wide Slurry Seal	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!
		53,940	14,000		0%
Measure M Fund					
212-48-7755	Citywide Slurry Seal	4,514		1,610	#DIV/0!
212-48-7745	Royal Oaks North Curb Extension	7,017	27,000	1,010	#DIV/0!
212-48-7756	Bridge Repair	12,066	21,000		#DIV/0!
		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:				
	Contract Services Sheriff	73,198	100,000	100,000	100%
215-23-7411	Contract CSO Services & Supplies		55,000	,,	0%
		73,198	155,000	100,000	65%

	Account Description	2018-19 Actual	2019-20 Budget	2019-20 YTD @ 04/30/2	20
County Park Gra	nt:				
217-21-7650	Civic Center Park	-	1,000	1,000	-
Fire Safe Grant 1	4-USFS-SFA-0053:				
219-21-7761	Community Wildfire Protection Plan		72,000		
	Total Expenditures	2,215,822	2,989,496	835,725	28%



Richard T. Hale, Jr., Mayor (District 1) Monte Lewis, Mayor Po 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:

May 19, 2020

SUBJECT:

MEMORANDUM OF AGREEMENT WITH THE CITIES OF BRADBURY, DUARTE, MONROVIA, AND SIERRA MADRE AND THE COUNTY OF **ANGELES** LOS REGARDING ADMINISTRATION AND COST SHARING OF THE AGREEMENT CRAFT WATER ENGINEERING, INC. **PREPARATION** OF THE **MULTI-BENEFIT STORMWATER** PROJECT CONCEPT REPORTS FOR THE RIO HONDO/SAN GABRIEL RIVER WATER QUALITY GROUP IN THE AMOUNT OF \$1,623,041

ATTACHMENTS: 1) Memorandum of Agreement between the Cities of Arcadia, Bradbury, Duarte, Monrovia, and Sierra Madre and the County of Los Angeles

SUMMARY

The City of Arcadia solicited bids for a Professional Services Agreement ("PSA) to prepare the Multi-Benefit Stormwater Project Concept Reports for the five projects and green streets identified in the Rio Hondo/San Gabriel River Water Quality Group's Watershed Management Program ("WMP") Plan. The Group consisting of the Cities of Arcadia, Bradbury, Duarte, Monrovia, and Sierra Madre as well as the County of Los Angeles have agreed to prepare a Memorandum of Agreement ("MOA"), (Attachment #1), to aid in the administration, implementation, and cost sharing of the WMP Plan.

The total cost of the MOA will be divided between members based on the agreed cost sharing formula outlined in the MOA as follows: 10% base for participation plus 90% based on each agency's land area that drains to the Los Angeles and San Gabriel rivers.

The total project cost is \$1,623,041. The City of Bradbury's cost share is approximately

It is recommended that the City Council authorize and direct the City Manager to execute the MOA with the Cities of Arcadia, Duarte, Monrovia, and Sierra Madre and the County of Los Angeles regarding the administration and costs sharing of the Agreement.

BACKGROUND

The National Pollutant Discharge Elimination System Municipal Separate Storm Sewer System Permit ("MS4 Permit", Order No. R4-2012-0175) establishes the waste discharge requirements for stormwater and non-stormwater discharges within the watersheds of Los Angeles County. The MS4 Permit was adopted by the California Regional Water Quality Control Board, Los Angeles Region ("Regional Board"), on November 8, 2012, and became effective on December 28, 2012. The MS4 Permit includes provisions that allow permittees the flexibility to customize their stormwater programs to achieve compliance over time on a watershed scale utilizing customized strategies, control measures, and Best Management Practices ("BMPs").

In May 2013, the Cities of Arcadia, Azusa, Bradbury, Duarte, Monrovia, and Sierra Madre, along with the County of Los Angeles and the Los Angeles County Flood Control District entered into a joint Memorandum of Understanding for cost sharing and the development of the Enhanced Watershed Management Program ("EWMP") and the Coordinated Integrated Monitoring Plan ("CIMP") or "Plans" for the Rio Hondo/San Gabriel River watersheds.

The EWMP plan was completed and submitted to the Regional Board on July 28, 2014, and subsequently approved in April 2016 with the requirement to start implementing the plan. The EWMP plan consisted of 10 regional projects and 436 lane miles of "green streets" (e.g., bio-retention, bio-filtration and permeable pavement systems within the street right-of-way that are designed to reduce runoff and improve water quality) to be completed over the next two decades. The estimated cost to implement the EWMP was \$1.4 billion, with Bradbury's share was approximately \$67 million.

Soon after the EWMP approval, the Group began working diligently to evaluate alternative implementation strategies to determine whether a modified set of alternative projects could possibly achieve the necessary volume and load reductions at a significantly reduced cost and still achieve compliance. For example, an alternative project would utilize the area around the Peck Road Water Conservation Park ("Peck Park") as a single point of treatment rather than installing numerous smaller devices upstream of Peck Park.

In December 2016, the Group amended the Memorandum of Understanding ("MOU") to collaborate on the EWMP revision without the City of Azusa. A revised EWMP was submitted in March 2018, which was conditionally approved a year later on March 2019 but was downgraded from a revised EWMP to a Watershed Management Program (the

"WMP"). The downgrade was the result of the changes in the control measures proposed in the revised EWMP.

DISCUSSION

The Group developed a scope of services for the Multi-Benefit Stormwater Project Concept Reports Request for Proposals ("RFP"). The primary objective of the RFP is to prepare the project concept reports that include a feasibility study and 30% design plan for each of the five multi-benefit projects identified in the Group's approved WMP so that they will be suitable for grant funding applications.

The City of Arcadia will again take the lead as project manager. In this role, Arcadia will be responsible for the administration of contract services and collecting and administering funds under the new MOA. The City of Arcadia will be acting in this capacity at no cost to the participating agencies. All of the agencies participating are in the process of taking the MOA to their respective City Councils and/or Board for approval.

On September 23, 2019, the RFP was sent directly to 16 environmental consultants and published in the City's adjudicated newspaper. Subsequently, the RFP was extended for two additional weeks to allow more time for consultants to respond. Proposals were due to the City by November 12, 2019. Although only two proposals were received, every reviewed, evaluated, and ranked by the participating agencies listed in the MOA with the following results:

RANK	FIRM	LOCATION	COST
1	Craft Water Engineering, Inc.	Los Angeles	\$1,623,041
2 CWE	CWE	Fullerton	\$664,463

The two proposals were reviewed and each consulting firm was ranked according to quality and responsiveness; thoroughness of the scope of work; familiarity of the project; background and experience; qualifications; and performance tasks outlined in the RFP.

Craft Water Engineering Inc. ("Craft Water") was rated highest based on a complete evaluation of the above points. While Craft Water Engineering's cost is more than CWE's, the selection was based on the Craft Water team's expertise with the existing MS4 Permit, expertise and experience developing similar plans (according to the County, a Project Concept Report is estimated to cost \$300,000 per project), and their existing relationships with the Regional Board Staff, Board members, and key stakeholder groups. In addition, Craft Water Engineering assisted the Group in obtaining an approval for the revision of

the Watershed Management Plan in 2019. Craft Water Engineering is in a better position to continue the momentum that was established during the WMP revision process. For example, if any issues arise with the outcome of the project concept reports, Craft Water would be better prepared to pivot and come up with a workable solution on behalf the Group. Conversely, CWE previously assisted the Group with developing the \$1.4 billion original plan and the Group's experience with working with that firm was one of frustration due to project creep and other delays. Therefore, Craft Water would be a preferred vendor for this project. Due to the agreement being one of professional services in nature, the Cities are not required to select a firm based solely on price and can instead include a variety of qualitative factors when considering a proposal.

The MOA specifies the financial commitment for the implementation of the WMP for each agency based on a cost sharing formula. The total will be divided based on the agreed cost sharing formula as follows: 10% base for participation plus 90% based on each agency's land area that drains to the Los Angeles and San Gabriel Rivers. The County of Los Angeles has developed the concept and 30% design plans for two green street projects within the WMP boundaries, and is conducting preliminary investigations on a third green street project. The Group has agreed to share in the cost for the County to develop these green street projects, a total of \$600,000 has been expended, and to credit the County for these costs.

Table 1 below shows the cost sharing formula and the cost of each of the participating agencies:

Table 1. Cost Allocation Formula

Agencies	Acres	Percent of Area	Base Fee (10%)	Cost based on Acres (90%)	Total Cost
City of Arcadia	11	26.51%	\$37,050.68	\$683,481.55	\$720,532.23
City of Bradbury	1.9	4.58%	\$37,050.68	\$118,055.90	\$155,106.59
City of Duarte	3.6	8.67%	\$37,050.68	\$223,684.87	\$260,735.55
City of Monrovia	8	19.28%	\$37,050.68	\$497,077.49	\$534,128.17
City of Sierra Madre	2.8	6.75%	\$37,050.68	\$173,977.12	\$211,027.81
County of Los Angeles*	4.9	11.81%	\$37,050.68	\$304,459.96	\$341,510.65
Total	32.2	100%	\$222,304.10	\$2,000,736.90	\$2,223,041.00

^{*}County contributed \$600,000 for development of two green streets

The City of Bradbury's cost share for the preparation of the Multi-Benefit Stormwater Project Concept Reports is approximately \$155,106.59.

ENVIRONMENTAL ANALYSIS

Memorandum of Agreement for the Rio Hondo/San Gabriel River Water Quality Group Page 5 of 5

The proposed action does not constitute a project under the California Environmental Quality Act ("CEQA"), and it can be seen with certainty that it will have no impact on the environment. Thus, this matter is exempt under CEQA.

FISCAL IMPACT

Annual costs would be divided among participating agencies based on the MOA's cost share formula. The City of Bradbury's total cost for the preparation of Multi-Benefit Stormwater Project Concept Reports is approximately \$155.106.59. The City of Bradbury is expected to receive approximately \$60,000 in local return from the Safe Clean Water Program (Measure W) annually and will be used to fund these stormwater plans/projects. The remaining amount will be paid for by using Utility User Tax funds, which is specifically designed for stormwater related items.

STAFF RECOMMENDATION

It is recommended that the City Council authorize and direct the City Manager to execute the MOA with the Cities of Arcadia, Duarte, Monrovia, and Sierra Madre and the County of Los Angeles regarding the administration and costs sharing of the Agreement. The City of Bradbury's total cost for the preparation of Multi-Benefit Stormwater Project Concept Reports is approximately \$155, 106.59

ATTACHMENT # 1

MEMORANDUM OF AGREEMENT

BETWEEN

THE COUNTY OF LOS ANGELES, THE CITIES OF ARCADIA, BRADBURY, DUARTE, MONROVIA AND SIERRA MADRE

REGARDING THE ADMINISTRATION AND COST SHARING FOR THE IMPLEMENTATION AND ADMINISTRATION OF THE WATERSHED MANAGEMENT PROGRAM (WMP) FOR THE RIO HONDO/SAN GABRIEL RIVER WATER QUALITY GROUP

This Memorandum of Agreement ("MOA") is made and entered into as of the date of the last signature set forth below ("EFFECTIVE DATE") by and among the COUNTY OF LOS ANGELES ("COUNTY"), a political subdivision of the State of California, and the CITIES OF ARCADIA, BRADBURY, DUARTE, MONROVIA, AND SIERRA MADRE ("CITIES"), municipal corporations. These entities shall be known herein as PARTIES or individually as PARTY.

RECITALS

WHEREAS, the Regional Water Quality Control Board, Los Angeles Region ("REGIONAL BOARD") adopted National Pollutant Discharge Elimination System Municipal Separate Storm Sewer System Permit Order No. R4-2012-0175 "MS4 PERMIT" OR "PERMIT"; and

WHEREAS, the MS4 Permit became effective on December 28, 2012, and requires that the Los Angeles County Flood Control District, COUNTY, and 84 of the 88 Cities (excluding the Cities of Avalon, Long Beach, Palmdale, and Lancaster) within the County of Los Angeles comply with the prescribed elements of the MS4 Permit; and

WHEREAS, the MS4 Permit identified the PARTIES as located within the Rio Hondo/San Gabriel Watershed Management Area; and

WHEREAS, the PARTIES entered into a memorandum of understanding on August 29, 2013 to form the Rio Hondo/San Gabriel River Water Quality Group ("GROUP") and collaborate in the development of an Enhanced Watershed Management Program ("EWMP DEVELOPMENT MOU") in an effort to comply with the requirements of the MS4 Permit; and

WHEREAS, the PARTIES submitted an Enhanced Watershed Management Program ("EWMP") to the REGIONAL BOARD on June 28, 2015, which was approved on April 21, 2016. The REGIONAL BOARD's approval of the EWMP indicated to begin implementation immediately; and

WHEREAS, the PARTIES amended the EWMP DEVELOPMENT MOU ("FIRST AMENDED MOU") to collaborate on the initial steps to further investigate project feasibility and finalize the EWMP revision; and

WHEREAS, the pursuant to the FIRST AMENDED MOU the PARTIES agreed to work together to revise the EWMP; and

WHEREAS, the PARTIES submitted a revised Enhanced Watershed Management Program (the "rEWMP") to the REGIONAL BOARD on March 30, 2018, and

REGIONAL BOARD ultimately approved the rEWMP on March 14, 2019, but ultimately downgraded the revised program to a Watershed Management Program (the "WMP"), which was conditionally approved on March 14, 2019; and

WHEREAS, the REGIONAL BOARD's conditional approval of the WMP dated May 17, 2019 required that the PARTIES begin implementation immediately, and the PARTIES have agreed to a cost sharing formula set forth in Table 2.a of Exhibit A, which is attached and made part of this MOA; and

WHEREAS, the PARTIES collaboratively prepared a final Request for Proposal ("REQUEST") to obtain Consultant(s) to develop feasibility studies to ascertain whether the projects discussed in the WMP are feasible from a technical and financial perspective, and whether any other modifications are required by the MS4 Permit. A copy of the REQUEST is attached hereto as Exhibit B, and incorporated into this MOA by reference; and

WHEREAS, the PARTIES propose that various Consultants be retained to perform the work required by the REQUEST, at a total cost not to exceed \$1,623,041; and

WHEREAS, the Consultants shall obtain approval from the Oversight Committee (defined below) for any action taken in accordance with this MOA; and

WHEREAS, the PARTIES have agreed that the CITY OF ARCADIA ("ARCADIA") will be the contracting PARTY for any agreements necessary to implement the narrow requirements of this MOA; and

WHEREAS, the COUNTY is developing the concept and 30% plans for two green street projects within the watershed's boundaries pursuant to the WMP, and has conducted preliminary investigations on a third green street project (the "GREEN STREETS PROJECTS"); and

WHEREAS, PARTIES have agreed to share the cost for COUNTY to develop these green street projects, and to credit the COUNTY for these costs as set forth in Table 2.a of Exhibit B; and

NOW, THEREFORE, in consideration of the mutual benefits to be derived by the PARTIES, and of the promises contained in this MOA, the PARTIES agree as follows:

- 1. Recitals. The recitals set forth above are incorporated into this MOA.
- 2. <u>Purpose</u>. The purpose of this MOA is to cooperatively fund work specifically required by the REQUEST. This MOA shall not impact the PARTIES individual obligation to otherwise comply with the requirements of the MS4 PERMIT or WMP.
- 3. <u>Cooperation</u>. The PARTIES shall cooperate in good faith with one another to implement this MOA. Notwithstanding the foregoing, it shall not be a breach of this MOA for any PARTY to withhold its consent for any decision contemplated by this MOA.
- 4. <u>Term.</u> The term of this MOA shall become effective as of the date of the last signature set forth below, and shall remain in effect until ARCADIA has provided written notice of completion of the REQUEST described herein and has provided the PARTIES with a final accounting set forth in Section 5 (d).

5. Responsibilities of ARCADIA:

- (a) <u>Contract Manager</u>. Subject to the limitations and restrictions of this Agreement, ARCADIA shall act as the contract manager on behalf of, and for the benefit of, PARTIES, and as such agrees to invoice the PARTIES for their prorata share of the cost of implementing this MOA, as described in Tables 1 thru 3 of Exhibit A.
- (b) Payments to Third Parties. ARCADIA shall have no obligation to pay vendors or Consultants any funds other than those funds ARCADIA owes for its proportional share, as set forth in Exhibit A, and those funds remitted by each PARTY to ARCADIA following invoice. In the event ARCADIA, in its sole discretion, elects to make a payment on behalf of a Delinquent PARTY, as defined in Section 6(d), the Delinquent PARTY shall reimburse ARCADIA the funds expended. If ARCADIA fails to timely pay vendors or Consultants for its proportional share or to forward funds remitted to ARCADIA from the PARTIES to be paid to said vendors or Consultants, as set forth in Table 3 of Exhibit A, ARCADIA shall be considered a Delinquent PARTY, and the other PARTIES shall have the same rights and remedies against ARCADIA as it (ARCADIA) would have against a Delinquent PARTY, as provided herein and particularly as described in Section 6(d), below.
- (c) ARCADIA shall solicit proposals for, award, and administer Consultant contract(s) for the work specifically outlined in the REQUEST, which is attached hereto as Exhibit B and in accordance with ARCADIA's procurement requirements. ARCADIA shall not award any contracts to a Consultant contemplated by this MOA without the express written approval of all of the PARTIES pursuant to Section 6(b). The PARTIES agree, that upon execution of an agreement with a Consultant and/or vendor pursuant to this MOA, that the

- (d) ARCADIA shall utilize the funds deposited by the PARTIES only for payment of the Consultant or vendor for the work performed pursuant to the REQUEST. Funds will also be used to offset and credit the COUNTY's cost-share under this MOA for work done on the two green street projects. ARCADIA will provide the PARTIES with a final accounting of funds expended and remaining at the end of the term of this MOA.
- (e) ARCADIA shall provide the PARTIES with an electronic copy of any reports (drafts and final) to ultimately be submitted to the REGIONAL BOARD within 5 business days of receipt from the Consultant.
- (f) ARCADIA will notify the PARTIES if actual expenditures are anticipated to exceed the cost estimates contained in Exhibit A and obtain written approval of such expenditures from all PARTIES. Upon approval of additional expenditures, the PARTIES agree to pay each PARTY'S proportional share of additional expenditures in an amount not to exceed ten (10%) percent of the current estimated cost, as shown in Table 3 of Exhibit A. This 10% contingency will not be invoiced, unless actual expenditures exceed the cost estimates found in Table 3 of Exhibit A. Expenditures that exceed the 10% contingency will require an amendment to this MOA.
- (g) ARCADIA will submit on behalf of the PARTIES all SUBMITTALS approved pursuant to this MOA.

6. THE PARTIES further agree:

(a) <u>Cooperation</u>. The PARTIES shall make a good faith effort to cooperate with one another to achieve the purposes of this MOA by providing information about project opportunities, reviewing deliverables in a timely manner, and informing their respective administrators, agency heads, and/or governing bodies, as necessary. Notwithstanding the foregoing, it shall not be a breach of this MOA for any Party to withhold its consent for any decision contemplated by this MOA.

(b) Oversight Committee & Administration.

(i) The PARTIES agree that each PARTY shall designate a representative to act on the PARTIES' behalf. These representatives or their designee shall form the "Oversight Committee." Each member of the Oversight Committee, shall have the requisite authority to participate in the day-to-day operations of the GROUP, and shall administer the terms and conditions of this MOA on behalf of their respective PARTY, except as limited by the PARTIES' individual governing regulations, such as municipal codes or county codes. The Oversight Committee shall be

authorized to and responsible for approving all contracts with any future Contractor entered into pursuant to this Agreement. For example, members of the Oversight Committee shall still remain subject to the spending limits and/or authority limitations imposed on employees of governmental agencies for any expenditures above those set forth in Exhibit A. Any action of the Oversight Committee required or authorized by this Agreement (including direction to any consultant) shall be taken by unanimous approval. However, as a limited exception to this unanimity requirement, the scheduling of meetings and meeting locations shall be determined by a weighted majority vote, with weights assigned to each member of the Oversight Committee in accordance with the percentage of area assigned to that member's PARTY in Table 2a of Exhibit A.

- (ii) In addition to the day-to-day operations, the Oversight Committee shall be authorized to approve, and be responsible for approving all reports, studies or other submittals and materials created as a result of the Consultant's implementation of the REQUEST to be submitted to the REGIONAL BOARD and/or to other agencies on behalf of the GROUP ("SUBMITTAL"). As such, within thirty (30) business days of receiving a draft SUBMITTAL, members of the Oversight Committee or their designees shall provide any revisions or comments to the Consultant, and the Consultant shall incorporate those revisions into the draft SUBMITTAL, and provide a copy of a revised SUBMITTAL to the Oversight Committee shortly thereafter. In the event the Consultant cannot incorporate a PARTY's revision due to a disagreement amongst the PARTIES and/or the Consultant, the PARTIES shall meet and confer in good faith to resolve the dispute, and the Oversight Committee may then direct the Consultant to modify the SUBMITTAL as agreed upon by Within 30 business days of receiving a revised the PARTIES. SUBMITTAL, members of the Oversight Committee or their designees shall approve in writing, or deny the Consultant's submission of the revised SUBMITTAL to the REGIONAL BOARD. Consultant shall not, and ARCADIA may not authorize Consultant to, submit any SUBMITTAL to the REGIONAL BOARD or any other public agency on behalf of the PARTIES, unless and until it/they have been approved, in writing, for submittal by all PARTIES hereto by the Oversight Committee pursuant to the requirements of this Section 6(b), excepting only a PARTY or PARTIES that has been EXCLUDED or WITHDRAWN from this MOA. Under no circumstances may any SUBMITTAL be attributed to or sent on the behalf of any PARTY or the GROUP in general that has not provided its written approval as required by this Section 6(b).
- (iii) In order to approve any SUBMITTAL pursuant to this Section 6(b), each member of the Oversight Committee shall provide the following in regards to their related PARTY:

- (B) Written statement that the appropriate authority has approved of the SUBMITTAL. For example, if the SUBMITTAL requires City Council approval, the member of the Oversight Committee shall confirm that the City Council provided the requisite approval.
- (iv) The Oversight Committee may meet periodically, on an asneeded basis, and as agreed by the Oversight Committee.
- (v) The PARTIES recognize and agree that no Oversight Committee member, or its designee may commit, bind, or in any way limit the PARTIES' individual discretion or authority, absent such representatives being granted proper authority pursuant to the PARTIES' own municipal codes and/or regulations.
- (c) <u>Payment</u>. The PARTIES shall pay ARCADIA, subject to their annual budget authority, for their proportional share of the estimated cost for implementing this MOA, not to exceed the invoice amounts as shown in Table 3 of Exhibit A, within sixty days (60) days of receipt of the invoice from ARCADIA. The cost estimates presented in Exhibit A have been agreed upon by the PARTIES, and may be amended only by written agreement of the PARTIES, except as otherwise provided in this MOA in the event a PARTY WITHDRAWS or is EXCLUDED.
- (d) <u>Credit to County</u>. The PARTIES agree to share in the cost of the development of the Green Streets Projects by COUNTY as set forth in Table 2.b of Exhibit A. The areas outside of the project boundaries shall be developed by Consultants. Should the credit to COUNTY exceed COUNTY's cost-share, the remaining credit may be used for a future agreement.
- (e) Delinquent Payment. A PARTY's payment is considered delinquent ninety (90) days after ARCADIA sends an invoice, at which point the PARTY shall be known as a "Delinquent PARTY". Should a PARTY or PARTIES become a Delinquent PARTY or PARTIES, ARCADIA shall submit a letter to the Delinquent PARTY or PARTIES providing written notice of the PARTY's delinquent status. If the Delinquent PARTY or PARTIES remain delinquent ten days after receipt of the delinquency notice, said PARTY or PARTIES shall then be deemed to have terminated participation as a PARTY to this MOA only ("EXCLUDED PARTY") and their name(s) may be removed from any SUBMITTALs created pursuant to this MOA only after that PARTY has been EXCLUDED. Notwithstanding the foregoing, and pursuant to Section 9(I) of this Agreement, whether or not a PARTY is EXCLUDED under this section shall have no bearing on the PARTY's participation and membership within the WMP. Any EXCLUDED PARTY or PARTIES' delinquent amount(s) will be paid consistent

with the remaining PARTIES' (including ARCADIA's) pro-rata share pursuant to the cost sharing formula in Table 2 of Exhibit A, as adjusted to remove the EXCLUDED PARTY from the allocation. ARCADIA is authorized and responsible for revising Table 3 of Exhibit A to show the recalculated costs for each remaining participating PARTY in accordance with this MOA, without requiring amendment to this MOA; the revised exhibits will be included with the next invoice to the remaining PARTIES. The remaining PARTIES shall retain all contractual, legal, and equitable rights and causes of action to recover any delinquent amounts paid that were owed by an EXCLUDED PARTY or PARTIES that failed to make such payments.

- (f) Interest Accrual. Any interest accrued on the funds collected per this MOA during the term of this MOA shall be refunded or credited toward any amount owed at the time of the final accounting according to the cost sharing formula set forth in Table 2.a of Exhibit A. ARCADIA shall report to the PARTIES the amount of the interest accrued on the collected funds at the time of the final accounting.
- (g) Excess Funds. Any collected funds not spent in any fiscal year period shall be refunded or credited toward any amount owed by the applicable PARTY at the time of the final accounting according to the cost sharing formula set forth in Table 2.a of Exhibit A. Subject to agreement by ARCADIA, any funds which are to be reimbursed to a PARTY may be reimbursed through credits towards future invoices and agreements, if requested in writing by that PARTY.
- (h) <u>Consultant's Access</u>. Each PARTY shall allow the Consultant reasonable access and entry, on an as needed basis, during the term of this MOA to the PARTY's storm drains, channels, catch basins, and similar properties ("FACILITIES") to achieve the purposes of this MOA, provided, however, that prior to entering any PARTY's facilities, the Consultant shall secure all necessary permits and provide written notice as required by these permits.
- (i) <u>Sharing of Information</u>. The PARTIES agree to provide all public records in their possession and available for release to ARCADIA that are deemed necessary by the PARTIES to perform the obligations imposed by this MOA at no cost to ARCADIA. Notwithstanding the foregoing, nothing in this Agreement shall require any PARTY to provide or produce any information and/or documentation that is otherwise privileged, protected or exempt from disclosure under California's Public Records Act.

7. <u>Indemnification</u>.

(a) Except as otherwise provided in this paragraph, each PARTY shall indemnify, defend, and hold harmless each other PARTY, including their special districts, elected and appointed officers, employees, agents, attorneys, and designated volunteers from and against any and all liability, including, but not limited to demands, claims, actions, fees, costs, and expenses (including

reasonable attorney's and expert witness fees), arising from, and in relative proportion to, its own negligence or willful misconduct under this MOA; provided, however, that no PARTY shall indemnify another PARTY for the latter PARTY's own negligence or willful misconduct.

- (b) The PARTIES agree that any liability borne by or imposed upon any PARTY or PARTIES hereto as a result of the PARTIES' implementation of this MOA and not as a result of the PARTY or PARTIES own negligence or willful misconduct, shall be fully borne by all the PARTIES in accordance with their percentage share of cost ("LIABILITY PERCENTAGE"), as set forth in the Column "Percent of Area" found in Table 2a of this MOA. Notwithstanding the foregoing, this subsection shall not apply where any liability result(s) from the actions of one or more PARTIES contemplated by subsection 7(a).
- (c) If any PARTY pays in excess of its LIABILITY PERCENTAGE in satisfaction of any liability borne by or imposed upon any PARTY or PARTIES hereto as a result of the PARTIES' implementation of this MOA without negligence or willful misconduct, such PARTY shall be entitled to contribution from each of the other PARTIES; provided, however, that the right of contribution is limited to the amount paid in excess of the PARTY 's LIABILITY PERCENTAGE and provided further that no PARTY may be compelled to make contribution beyond its own LIABILITY PERCENTAGE of the entire liability; and provided that no PARTY shall indemnify another PARTY for that other PARTY's own negligence or willful misconduct.
- (d) To the maximum extent permitted by law, ARCADIA shall require the Consultants retained pursuant to this MOA to agree to indemnify, defend, and hold harmless each PARTY, their special districts, elected and appointed officers, employees, attorneys, agents, and designated volunteers from and against any and all liability, including, but not limited to demands, claims, actions, fees, costs, and expenses (including attorney and expert fees), arising from or connected with the Consultants' performance under its agreement with ARCADIA which is authorized via this MOA. In addition, ARCADIA shall require the Consultants to carry, maintain, and keep in full force and effect a comprehensive insurance policy or policies, and each PARTY, their elected and appointed officers, employees, attorneys, agents and designated volunteers shall be required to be named as additional insureds on the policy(ies) with respect to liabilities arising out of the Consultants' work. These requirements will also apply to any subcontractors hired by the Consultant.

8. Early Termination or Withdrawal

(a) This MOA may be terminated upon the express written agreement of all PARTIES. If this MOA is terminated, any remaining funds not due and payable or otherwise legally committed to a Consultant(s) shall be distributed to

the remaining PARTIES (not including any EXCLUDED or WITHDRAWN PARTY or PARTIES, as defined below) so that all such remaining PARTIES have paid no more than their pro-rata share (in accordance with the most current allocation set forth in Exhibit A). Completed work shall be owned by all PARTIES at the time of completion of the work who are not EXCLUDED or WITHDRAWN PARTIES. Similarly, rights to uncompleted work by the Consultant still under contract are to be owned by the PARTY or PARTIES who are not EXCLUDED or WITHDRAWN PARTIES at such time.

- (b) A PARTY may withdraw from this MOA ("WITHDRAWN PARTY") upon 60 days written notice to the other PARTIES, subject to payment of any properly issued invoice received from ARCADIA prior to or during the 60-day notice period for its share of the cost of the phase of work, as defined in Exhibit A, Table 1, underway as of the date of its notice of withdrawal, calculated in accordance with the cost sharing formula set forth in Table 2.a of Exhibit A. Table 2.b of Exhibit A shall also be adjusted to maintain consistent treatment of the County's cost sharing allocation. The effective withdrawal date shall be the sixtieth (60th) day after ARCADIA receives the withdrawing PARTY's notice to withdraw from this MOA and all required payments have been made. ARCADIA shall refund to the WITHDRAWN PARTY any unused funds paid by the WITHDRAWN PARTY's effective withdrawal date. All PARTIES understand, acknowledge, and agree that withdrawal from this MOA will terminate any responsibility, liability, or obligation of the WITHDRAWN PARTY under this MOA commencing on the effective withdrawal date.
- (c) In addition to the foregoing, in the event that the numeric effluent limitations ("NELs") or NEL-related terms of the PERMIT are invalidated or otherwise declared unlawful or unenforceable by a final and non-appealable judgment of a court of competent jurisdiction, all PARTIES retain the right to withdraw from this MOA via written notice to ARCADIA, effective immediately. Should a PARTY withdraw pursuant to this Section 8(c), the withdrawing PARTY shall be liable to reimburse ARCADIA for all of its share of costs incurred pursuant to this MOA, as of the date of that withdrawal. Likewise, ARCADIA shall refund to the WITHDRAWN PARTY any unused funds paid by the WITHDRAWN PARTY's effective withdrawal date.
- (d) If any PARTY withdraws from this MOA, the remaining PARTIES' cost share allocation shall be adjusted consistent with the cost sharing formula in Table 2.a of Exhibit A. Table 2.b of Exhibit A shall also be adjusted to maintain consistent treatment of the County's cost sharing allocation.

9. General Provisions.

(a) <u>Notices</u>. Any notices, bills, invoices, or reports relating to this MOA, and any request, demand, statement, or other communication required or permitted hereunder shall be in writing and shall be delivered to the PARTIES at

the addresses set forth in Exhibit D attached hereto and incorporated herein by reference. The PARTIES shall promptly notify each other of any change of contact information, including personnel changes, provided in Exhibit D, which notice serves to amend Exhibit D without requiring a formal amendment to this MOA. Written notice shall include notice delivered via e-mail or fax. A notice shall be deemed to have been received on (a) the date of delivery, if delivered by hand during regular business hours, or by confirmed facsimile or by e-mail; or (b) on the third (3rd) business day following mailing by registered or certified mail (return receipt requested) to the addresses set forth in Exhibit D.

- (b) <u>Authority</u>. Each of the persons signing below on behalf of a PARTY represents and warrants that he or she is authorized to sign this MOA on behalf of such PARTY.
- (c) Relationships of the PARTIES. The PARTIES are, and shall at all times remain as to each other, wholly independent entities. No PARTY to this MOA shall have power to incur any debt, obligation, or liability on behalf of any other PARTY unless expressly provided to the contrary by this MOA. No employee, agent, or officer of a PARTY shall be deemed for any purpose whatsoever to be an agent, employee, or officer of another PARTY.
- (d) <u>Binding Effect</u>. This MOA shall be binding upon, and shall be to the benefit of the respective successors, heirs, and assigns of each PARTY; provided, however, no PARTY may assign its respective rights or obligations under this MOA without the prior written consent of all of the other PARTIES.
- (e) Amendment. Except as otherwise provided in this MOA, the terms and provisions of this MOA may not be amended, modified, or waived, except by an instrument in writing signed by all PARTIES that have not withdrawn pursuant to Section 8 or been EXCLUDED by reason of an uncured delinquency of payment.
- (f) <u>Law to Govern</u>. This MOA is governed by, interpreted under, and construed and enforced in accordance with the laws of the State of California. Venue shall be in Los Angeles County.
- (g) <u>Severability</u>. If any provision of this MOA shall be determined by any court to be invalid, illegal, or unenforceable to any extent, the remainder of this MOA shall not be affected, and this MOA shall be construed as if the invalid, illegal, or unenforceable provision had never been contained in this MOA.
- (h) <u>Entire Agreement</u>. This MOA constitutes the entire agreement of the PARTIES with respect to the subject matter hereof.
- (i) <u>Waiver</u>. Waiver by any PARTY to this MOA of any term, condition, or covenant of this MOA shall not constitute a waiver of any other term, condition, or covenant. Waiver by any PARTY to any breach of the provisions of this MOA

shall not constitute a waiver of any other provision, nor a waiver of any subsequent breach or violation of any provision of this MOA.

- (j) <u>Counterparts</u>. This MOA may be signed in multiple counterparts with the same force and effect as if all original signatures appeared on one copy; and in the event this MOA is signed in counterparts, each counterpart shall be deemed an original and all of the counterparts shall be deemed to be one agreement.
- (k) <u>Drafting</u>. All PARTIES have been represented by counsel in the preparation and negotiation of this MOA. Accordingly, this MOA shall be construed according to its fair language. Any ambiguities shall be resolved in a collaborative manner by the PARTIES and shall be rectified by amending this MOA as described in Section 9(e).
- (I) Impact on WMP. Nothing in this MOA shall be read or interpreted to authorize any PARTY or group of PARTIES to alter the terms of and/or parties to the WMP, as they are entirely separate documents. Specifically, whether a PARTY is considered EXCLUDED or WITHDRAWN as defined in this MOA, shall have no impact on whether the PARTY is still a party to the WMP.

IN WITNESS WHEREOF, the PARTIES hereto have caused this MOA to be executed by their duly authorized representatives and affixed as of the date of signature of the PARTIES:

[Signatures on following pages]

COUNTY OF LOS ANGELES

Ву			
	MARK PESTRELLA	Date	
	Director of Public Works		
APF	PROVED AS TO FORM:		
Ву			
	MARY C. WICKMAN, County Counsel	Date	

CITY OF ARCADIA

Ву		
	NAME, POSITION	Date
ATT	EST:	
Ву		
	NAME, City Clerk	Date
APP	PROVED AS TO FORM:	
Ву		
	NAME, City Attorney	Date

CITY OF BRADBURY

Ву		
	NAME, POSITION	Date
ATT	EST:	
Ву		
	NAME, City Clerk	Date
APF	PROVED AS TO FORM:	
Ву		
	NAME, City Attorney	Date

CITY OF DUARTE

Ву		
	NAME, POSITION	Date
ATT	EST:	
Ву		
	NAME, City Clerk	Date
APF	PROVED AS TO FORM:	
Ву		
	NAME, City Attorney	Date

CITY OF MONROVIA		
Ву		
-,	NAME, POSITION	Date
АТТ	EST:	
Ву		
	NAME, City Clerk	Date
APF	PROVED AS TO FORM:	
Ву		
	NAME, City Attorney	Date

CITY OF SIERRA MADRE

Ву		
	NAME, POSITION	Date
ATT	EST:	
Ву		
	NAME, City Clerk	Date
ΔPF	PROVED AS TO FORM:	
/ XI I	NOVED ACTOTORIVI.	
Ву		
	NAME, City Attorney	Date

EXHIBIT A

Rio Hondo/San Gabriel River Water Quality Group Multi-Benefit Stormwater Project Concept Reports Contributions

Table 1. Request for Proposal Task Items

Task Item	S	Cost
Phase 1	Tasks 1-4	\$296,774
Phase 2	Tasks 5-13	\$549,980
Phase 3	Tasks 14-19	\$776,287
	Green street projects developed by County ¹	\$600,000
	10% Contingency	\$162,304.10

Footnote:

1. Parties agree to cost-share the two green street projects already under development by the County

Table 2a. Cost Sharing Formula

Party	Acres (Developed Land)	Percent of Area ⁽²⁾	Base Fee (1/6 th of 10%) ⁽¹⁾	Cost based on Acres (90%)	Total Cost
City of Arcadia	11	34.16%	\$37,050.68	\$683,481.55	\$720,532.23
City of Bradbury	1.9	5.90%	\$37,050.68	\$118,055.90	\$155,106.59
City of Duarte	3.6	11.18%	\$37,050.68	\$223,684.87	\$260,735.55
City of Monrovia	8	24.84%	\$37,050.68	\$497,077.49	\$534,128.17
City of Sierra Madre	2.8	8.70%	\$37,050.68	\$173,977.12	\$211,027.81
County of Los Angeles	4.9	15.22%	\$37,050.68	\$304,459.96	\$341,510.65
Total	32.2	100%	\$222,304.100	\$2,000,736.90	\$2,223,041.00

Each City's Base Fee cost share equals 1/6th of 10% of total contracted costs.
 Based on percent of developed land in each Party area of the total watershed area (excludes Angeles National Forest land)

Table 2b. Cost Sharing w/ Credit to County

Party	Total Cost	Total Cost Adjusted
City of Arcadia	\$720,532.23	\$720,532.23
City of Bradbury	\$155,106.59	\$155,106.59
City of Duarte	\$260,735.55	\$260,735.55
City of Monrovia	\$534,128.17	\$534,128.17
City of Sierra Madre	\$211,027.81	\$211,027.81
County of Los Angeles ¹	\$341,510.65	\$0
Total	\$2,223,041.00	\$1,881,530.35

^{1.} County's \$341,510.65 will be credited with the \$600,000 spent on developing 2 green street projects. The balance of \$258,489.35 may be credited to the County in a future cost-sharing agreement.

Table 3. Annual Cost-Share / Invoice Amount

Cost Formula:

A. 10% Base = [(Total Consultant costs) X 10%] /6 parties

B. 90% Land Use = [(Total Consultant costs X90%] X Percentage of total land area (not including Angeles National Forest)

National Forest,				
	Multi-Benefit Stormwater Project Feasibility Studies FY 19-20 (Phases 1 & 2)	Multi-Benefit Stormwater Project Feasibility Studies FY 20-21 (Phases 3 & 4)	Total Costs	
Arcadia	\$360,266.12	\$360,266.11	\$720,532.23	
Bradbury	\$77,553.30	\$77,553.29	\$155,106.59	
Duarte	\$130,367.78	\$130,367.77	\$260,735.55	
Monrovia	\$267,064.09	\$267,064.08	\$534,128.17	
Sierra Madre	\$105,513.91	\$105,513.90	\$211,027.81	
County of Los Angeles	\$0	\$0	\$341,510.65 [*]	
Total	\$940,765.20	\$940,765.15	\$2,223,041.00	

County's \$341,510.65 will be credited with the \$600,000 spent on developing 2 green street projects. The balance of \$258,489.35 may be credited to the County in a future cost-sharing agreement.

On or before November 30th of each year, the Oversight Committee shall review the Invoicing Schedule may adjust the percent of Cost Share Allocations due each year as deemed necessary for such reasons including, but not limited to, revision in Contracted Costs, Scope of Work, scheduling of work, and/or costs related to environmental review. However, any such adjustment and/or modification shall require approval by the Oversight Committee.

EXHIBIT B

"REQUEST FOR PROPOSALS"

RIO HONDO/SAN GABRIEL RIVER WATER QUALITY GROUP

REQUEST FOR PROPOSALS

FOR MULTI- BENEFIT STORMWATER PROJECT CONCEPT REPORTS



Administered by: City of Arcadia

Administered on behalf of: Cities of Arcadia, Bradbury, Duarte, Monrovia, and Sierra

Madre, and County of Los Angeles

Issuance Date: September 23, 2019

Request for Information/

Clarification Due Date: October 10, 2019 at 5:00 p.m.

Proposal Due Date: Tuesday, October 22, 2019 at 11:00 a.m.

Interview: Wednesday, October 30, 2019

Submit Proposal to: City of Arcadia

Office of the City Clerk

Attn: Vanessa Hevener, Environmental Services Officer

240 West Huntington Dr.

P.O. BOX 60021

Arcadia, CA 91066-6021

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- 2. Rio Hondo Ecosystem Restoration Project and Arcadia Wash Water Conservation Diversion
- 3. Encanto Park
- 4. Basin 3E Enhancements at Santa Fe Spreading Grounds Project
- 5. Green Streets (Big Dalton Wash and Eaton Wash)

SCOPE OF WORK - PHASE 1

- 1. Geotechnical Evaluation
- 2. Preliminary Environmental Site Screening (PESS)
- 3. Seismic Analysis
- 4. Utility Search

SCOPE OF WORK - PHASE 2

- 5. Environmental Evaluation
- 6. Field Work
- 7. Topographic and Seismic Survey
- 8. Hydrology
- 9. Community and Stakeholder Outreach
- 10. Develop Stormwater Capture Capacity and Conduct Water Quality Analysis
- 11. GIS Maps
- 12. Water Conservation
- 13. Feasibility Report

SCOPE OF WORK - PHASE 3

- 14. Permits
- 15. Project Cost and Schedule
- 16. Safe Clean Water Program Scoring Criteria
- 17. Operational and Maintenance
- 18. Monitoring Plan (Optional)
- 19. Final Deliverable

SCOPE OF WORK - PHASE 4 (OPTIONAL)

20. Environmental Documentation/Permits

PURPOSE

The Rio Hondo/San Gabriel River Water Quality Group (Group) on behalf of the Cities of Arcadia, Bradbury, Duarte, Monrovia and Sierra Madre, and County of Los Angeles (County), is seeking proposals from qualified professional consultants to prepare a feasibility study for five structural regional Best Management Practice (BMP) projects and green street projects that have been identified in the Rio Hondo/San Gabriel River Water Quality Group's Watershed Management Program (WMP).

BACKGROUND

The National Pollutant Discharge Elimination System (NPDES) Municipal Separate Storm Sewer System, Permit Order No. R4-2012-0175 (MS4 Permit) was adopted on November 8, 2012 by the Los Angeles Regional Water Quality Control Board (Regional Board) and became effective December 28, 2012. The MS4 Permit provides Permittees an option to implement stormwater programs through the development of an Enhanced Watershed Management Program (EWMP) to demonstrate water quality standards compliance. The Cities of Arcadia, Azusa, Bradbury, Duarte, Monrovia, Sierra Madre, County and Los Angeles County Flood Control District (LACFCD) formed the Rio Hondo/San Gabriel River Water Quality Group (Group) (Figure 1) and developed their EWMP Plan to submit to the Regional Board. The Final EWMP Plan was submitted on June 28, 2015 and received the Regional Board's Final approval on April 21, 2016. Subsequently, in March 2018, the Group submitted proposed modifications to its EWMP in the form of a Revised Enhanced Watershed Management Program or rEWMP. The Proposed Revised EWMP entails extensive and significant modifications to the Group's existing EWMP, including an updated Reasonable Assurance Analysis, changes to watershed control measures, and changes to compliance schedules (while the City of Azusa was a member of the RH/SGR WQG during development of the 2016 EWMP, they are not included as a member agency participating in the update). The Final WMP Plan is posted on the Regional Board's website and can be access with the following link:

https://www.waterboards.ca.gov/losangeles/water_issues/programs/stormwater/municipal/watershed_management/san_gabriel/rio_hondo/index.html

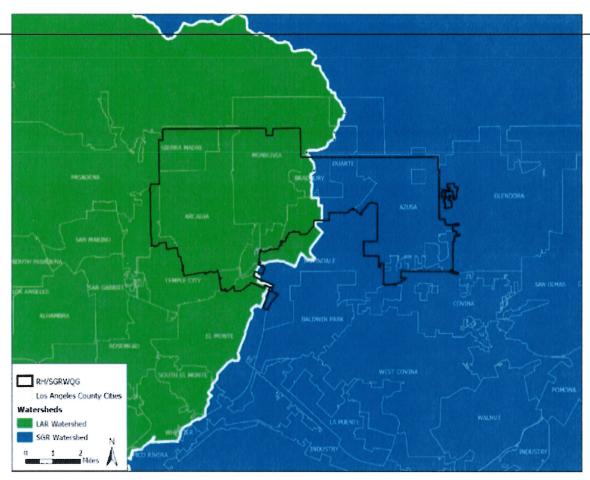


Figure 1 - Rio Hondo/San Gabriel River Water Quality Group (excluding City of Azusa)

The WMP Plan identifies five regional projects that propose infiltration trenches, infiltration basins and subsurface infiltration systems as well as green streets. The five structural regional BMP projects, listed below for this scope of work, include the five regional projects and green street projects from the WMP.

BMP Project	Watershed
Arboretum Natural Treatment and Groundwater Recharge Facility	Rio Hondo/Los Angeles River
Rio Hondo Ecosystem Restoration Project & Arcadia Wash Water Conservation Diversion	Rio Hondo/Los Angeles River
Basin 3E Enhancements at Santa Fe Spreading Grounds Project	San Gabriel River
Encanto Park	San Gabriel River
Big Dalton Wash Green Streets	Big Dalton Wash/San Gabriel River
Rio Hondo Green Streets	Eaton Wash/Rio Hondo

In order to take the next step towards implementing the WMP, the Group is seeking information to identify the feasibility and facilitate the five potential BMP projects and green streets into the design phase which are shown in **Figure 2**.

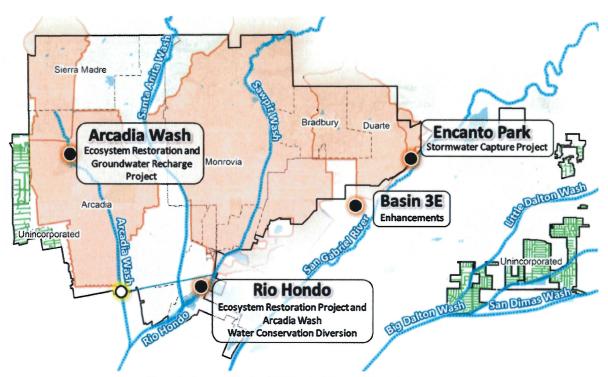


Figure 2 – Proposed Regional BMP Project Sites and Green Streets

1. ARBORETUM NATURAL TREATMENT AND GROUNDWATER RECHARGE FACILITY

The regional BMP system will divert runoff from Arcadia Wash to a sediment forebay for pretreatment, with flows then entering a wetland surrounded by two groundwater recharge ponds. This system will have a controlled outlet with pump station to convey up to 1 cfs of treated water through a meandering stream to Baldwin Lake. The site layout is provided in Figure 3.

The LACFCD is managing a Baldwin Lake and Tule Pond Restoration Project, which will require coordination.



Figure 3 - Arboretum of Los Angeles County

Arboretum Design Parameters		
Design Parameter		
Assumed Drainage Area (acres)	1,633	
Total Footprint (acres)	.06	
Load Reduction (lb/yr)	35.7	
Volume Addressed (acre-feet)	TBD by Consultant	

2. RIO HONDO ECOSYSTEM RESTORATION PROJECT AND ARCADIA WASH WATER

CONSERVATION DIVERSION

The concept for the Rio Hondo Ecosystem Restoration stormwater BMP and Arcadia Wash Water Conservation Diversion is split into two phases. These phases are discussed below.

Phase 1 – Arcadia Wash Water Conservation Diversion

Phase 1 of this Regional BMP System will focus on water conservation efforts for Arcadia Wash to recharge water into the San Gabriel Groundwater Basin. This phase will not only provide water conservation benefits by recharging flow from Arcadia Wash, but will also provide incidental water quality benefits to help meet the 50% milestone for the LA River Metals TMDL. Phase 1 of this project is primarily a water conservation project, and is considered an update to the baseline watershed model rather than a water quality BMP.

Runoff from Arcadia Wash will be diverted to a pretreatment device at the intersection of Live Oak Avenue and conveyed approximately 10,000 to the east to Sawpit Wash. The flows will be conveyed via gravity until passing Santa Anita Wash, at which point a pump station will be used to lift the flows for continued gravity flow to Sawpit Wash.

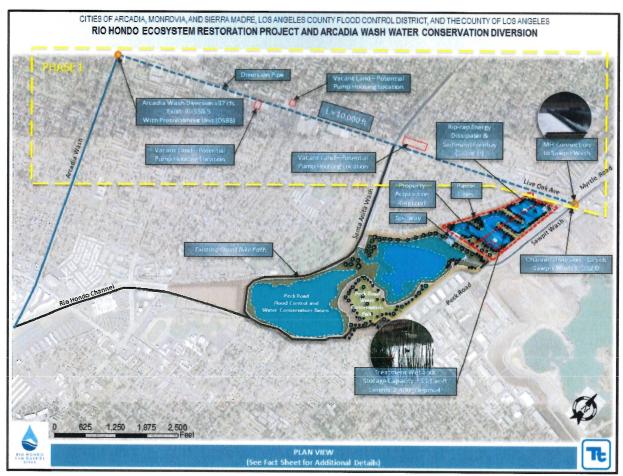


Figure 4 - Phase 1

Phase 2 of this project is where the majority of the regional water quality benefits will be achieved. This phase combines the water conservation benefits from Phase 1 with the additional pollutant load reduction and habitat restoration benefits provided by a constructed wetland. This project will also provide a natural treatment system to the downstream spreading basin at Peck Park. A temporary inundation area adjacent to the wetland will allow for groundwater recharge as well.

Phase 2 of this project will divert runoff from Sawpit Wash (and the Phase 1 Arcadia Wash flows) to convey stormwater flows to a sediment basin before entering an 8.3-acre constructed wetlands habitat with adjacent groundwater recharge basins prior to discharge into the Peck Road Water Conservation basins and to the downstream Rio Hondo Channel. See Figure 4 for the Phase 2 site layout.

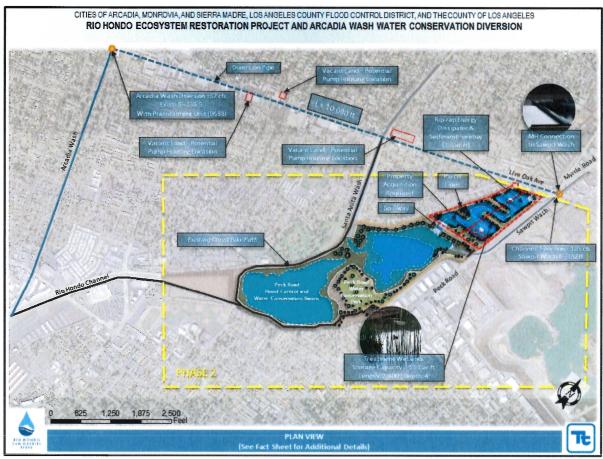


FIGURE 4 - Phase 2

Rio Hondo Ecosystem Restoration/Conservation Diversion Design Parameters		
Design Parameter		
Assumed Drainage Area (acres)	15,777	
Total Footprint (acres)	33	
Load Reduction (lb/yr)	818.3	

3. ENCANTO PARK STORMWATER CAPTURE PROJECT

The regional BMP system will divert runoff from the existing 72-inch RCP LACFCD storm drain within a concrete diversion structure, into an 18-inch diameter pipe, from the storm drain to a pretreatment device. Flows from the pretreatment device will enter and underground infiltration gallery via gravity. The site layout is provided in Figure 5.

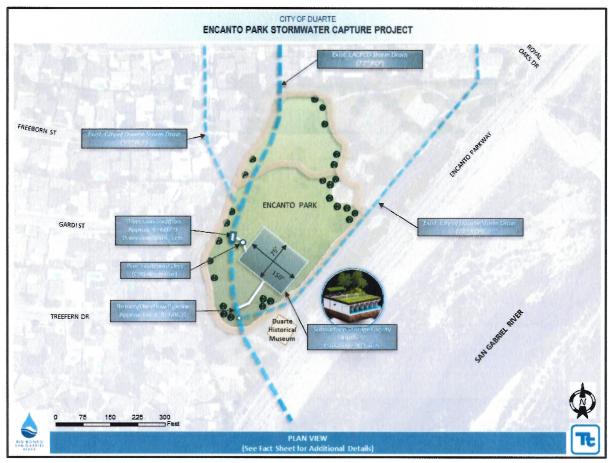


Figure 5 – Encanto Park

Encanto Park Design Parameters		
Design Parameter		
Assumed Drainage Area (acres)	180 acres	
Total Footprint (acres)	1.3	
Load Reduction (lb/yr)	64.3	
Volume Addressed (acre-feet)		

4. BASIN 3E ENHANCEMENTS AT SANTA FE SPREADING GROUNDS PROJECT

The regional BMP system will enhance the existing flood control detention basin at the Santa Fe Spreading Grounds (SFSG) by constructing a sediment forebay with an energy dissipating mechanism for pretreatment. Flows from the sediment basin will spill over a concrete weir to a secondary basin where water will be filtered through a sand filter media with a geotextile bottom and perforated underdrains to convey treated flows to the San Gabriel River. There will be a second concrete weir with overflow that will drain into a smaller basin that will provide additional treatment as well as utilize the downstream portion of the basin that is not needed for the water quality sizing. The site layout is provided in Figure 6.



Figure 6 - Basin 3E

BASIN 3E ENHANCEMENTS AT SANTA FE SPREADING GROUNDS Design Parameters		
Design Parameter		
Assumed Drainage Area (acres)	2,137 acres	
Total Footprint (acres)	3.	
Load Reduction (lb/yr)	54.7 (3.7%	
Volume Addressed (acre-feet)		

5. GREEN STREETS (BIG DALTON WASH AND EATON WASH)

Green streets and distributed stormwater control measures are required to meet the pollutant reduction targets of the WMP in areas not draining to a multi-benefit regional projects (specifically, in the Big Dalton Wash watershed and portions of the WMP area that drain downstream from the Rio Hondo compliance point via Eaton Wash). The WMP assumed bioretention for green streets, but all available BMPs shall be explored, including but not limited to bioretention, biofiltration, modular wetlands, infiltration galleries, dry wells, etc. The WMP green street strategy will be augmented during adaptive management. An illustration of the regional BMP footprint is presented in **Figure 7**. The required design parameters are in **Table 1**. Close coordination with the County is required to avoid project overlap with 2 existing green street projects that are already underway (see Tech Memos 3 and 4 of Exhibit ___).

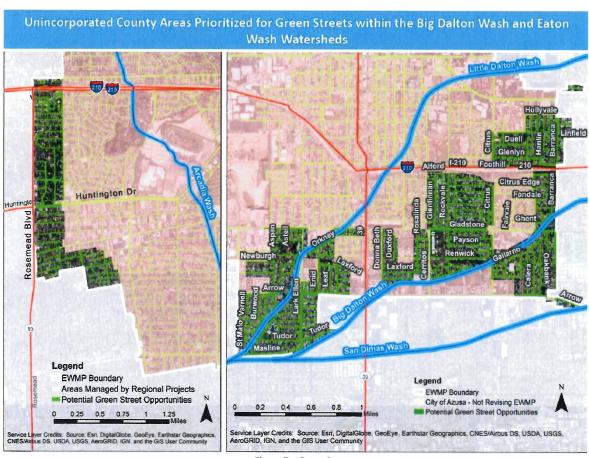


Figure 7 - Green Streets

Table 1 – Green Streets Design Parameters			
Design Parameter	Big Dalton Wash	Eaton Wash	
Assumed Drainage Area (acres)	674.7	326.6	
Total Footprint (acres)	3.8	5.2	
Load Reduction (lb/yr)	54.7 (3.7%)	59.5 (18.4%)	
Volume Addressed (acre-feet)			

See Exhibit ____ for available technical memos, preliminary drainage area boundaries, suggested locations of BMPs, engineering reports, etc.

SCOPE OF WORK – PHASE 1

The tasks for this scope of work shall be performed in three phases, with an optional phase 4. Phase 1 shall include Tasks 1 through 4 for all projects, with the exception of 2 green street projects already in progress and managed by the County, and shall be conducted in Fiscal Year 2019-20. The services to be performed in Phase 1 by the Consultant shall include, but not be limited to, the following items of work:

1. Utility Search

The Consultant will identify the appropriate right-of-way, conduct a utility search, and propose a design that avoids or resolves utility conflicts. For example, evaluations for dry well must include consideration to distance from power lines and underground utilities. The presence of extensive utility conflicts may affect the feasibility of a proposed project element.

Deliverable: Utility Search Report

2. Geotechnical Evaluation

The Consultant will conduct a geotechnical evaluation to provide a reasonable understanding of the subsurface conditions and the ability to infiltrate at the proposed location and depth, including, but not limited to, a cone penetration test, a hollow stem test, and/or an infiltration test. The Consultant will utilize Los Angeles County Public Works' guidelines for preparing geotechnical reports and investigating subsurface conditions for constructing stormwater infiltration BMPs. The results of the geotechnical investigation will be utilized to fine tune the project to maximize infiltration.

Available Information: Los Angeles County Department of Public Works' guidelines at

http://dpw.lacounty.gov/gmed/permits/docs/manual.pdf http://dpw.lacounty.gov/gmed/permits/docs/policies/GS200.1.pdf

Deliverables: Geotechnical report.

3. Preliminary Environmental Site Screening (PESS)

The Consultant will conduct a preliminary environmental site screening for each project to determine if environmental conditions would prohibit subsurface infiltration of captured stormwater due to potential negative impacts to the environment, and research best available data to analyze the known plumes of pollutants that extend from many sites that could affect ground water if a source of water was introduced.

Deliverable: The Consultant will prepare a PESS memo to summarize the results of the screening and provide recommendations on whether infiltration is feasible given the current geologic conditions surrounding each site.

4. Seismic Analysis

The Consultant will conduct appropriate seismic analysis for each site to determine if geological conditions would prohibit subsurface infiltration of captured stormwater due to potential negative impacts to the environment.

Deliverable: The Consultant will prepare a seismic analysis memo to summarize the results of the analysis and provide recommendations on whether infiltration is feasible given the current geologic conditions surrounding each site.

SCOPE OF WORK – PHASE 2

Upon completion of Phase 1, the Rio Hondo/San Gabriel Water Quality Group shall obtain the approval of the Oversight Committee to proceed with Phase 2. The tasks for Phase 2, Tasks 5 thru 13, may or may not be performed for all projects. The Consultant shall not proceed with Phase 2 until they receive a written authorization to proceed. Upon authorization, the services to be performed in Phase 2 may occur in Fiscal Year 2019-20 by the Consultant and shall include, but not be limited to, the following items of work:

5. Environmental Evaluation/Documentation

The Consultant will review and evaluate the required environmental clearance processes to satisfy the California Environmental Quality Act (CEQA), National Environmental Policy Act (NEPA), and any other environmental requirements including historical, cultural, etc. processes.

Deliverable: Environmental evaluation report and recommendation (Initial Study and/or Environmental Assessment)

6. Field Work

The Consultant will perform onsite visual inspection of each proposed BMP project location and its contributing watershed and will verify the tributary drainage areas for each site, as well as the existing storm drain locations and type, catch basins, open channels, etc. and prepare AutoCAD and GIS documentation. The Group will provide previous analysis.

Deliverable: AutoCAD and GIS maps and documentation showing tributary drainage areas and existing storm drain structures

7. Topographic and Seismic Survey

The Consultant will acquire/prepare topographic mapping, surface, earthquake fault, and utility survey and existing storm drain plans and infrastructure plans from the County and City sources and determine the watersheds that contribute to each regional BMPs including hydrological and hydraulic analyses.

Deliverable: A topographic map in AutoCAD format

8. Hydrology

The Consultant will conduct a hydrology study for each of the proposed project areas. The Consultant will do a detailed hydrology study and examine existing infrastructure for flow direction to determine precise tributary boundaries. This is to include calculation of:

- 85th percentile storm volume for each tributary and project
- Stormwater capture potential per year based on the average storm year

Deliverable: Hydrology Study

9. Community and Stakeholder Outreach

The Consultant will propose community and stakeholder outreach strategy for each of the proposed project areas. With the approval of the WMG Group, the Consultant will conduct as-needed outreach and propose alternatives to the project scope, limits, and elements. It is anticipated that the green streets project for the County Unincorporated Area tributary to Rio Hondo (via Eaton Wash) will require outreach to the local residents. Stakeholders may include, but not limited to: LACFCD, U.S. Army Corp of Engineers, etc.

Deliverables:

- 1. Community and Stakeholder Outreach Strategy
- 2. Outreach Activities including staffing and developing outreach materials
- 3. Submittal to LACFCD for scope review (EPIC-LA)
- 4. Outreach Report, including any changes and alternatives in projects scopes to address issues

10. Develop Stormwater Capture Capacity and Conduct Water Quality Analysis

The Consultant will determine the maximum potential drainage area that could be captured by the Project. It should be assumed that prior to analysis; guidance from the Project Manager will be given on available project footprint. The Consultant will develop the following stormwater capture capacity options:

- Option 1. BMP size that will achieve water quality standards for the Project tributary area should flow through treatment BMP be selected.
- Option 2. BMP size that is most cost-effective for the Project tributary area.
- Option 3. BMP size that will capture the 85th percentile, 24-hour storm volume.
- Option 4. BMP size that will provide the largest amount of stormwater capture to allow for greater flood protection downstream.
- Option 5. Any other BMP size that the Consultant determines will best achieve multibenefits, including but not limited to addressing stormwater quality and providing local flood relief.

The Consultant will also develop recommendations for the BMP location and type as well as the location, type, and size of pre-treatment systems and diversion structures for each option.

The Consultant will obtain and review all necessary data to complete the task. If the available information is incomplete, the Consultant will perform all tasks necessary to develop the design capacity options. The Consultant must follow Los Angeles County Public Works' standards for conducting hydrologic and hydraulic analyses. The 2006 Hydrology Manual can be found at:

The Consultant will use the Watershed Management Modeling System (WMMS), and WMMS 2.0 when it is available, to support the design of stormwater capture capacity. The Consultant will evaluate available water quality data most relevant to the Project site and follow the Regional Board's guidelines for conducting water quality modeling for the Project, including model calibration. Model runs to include amounts of pollutant removed per 85th percentile storm and in total during an average storm year.

WMMS: http://dpw.lacounty.gov/wmd/wmms/, WMMS input and output files for the project based on the concept developed in the WMP, Regional Board's Guidelines for Conducting Reasonable Assurance Analysis in a Watershed Management Program, Including an Enhanced Watershed Management Program, dated March 25, 2014, and monitoring data from the Rio Hondo/San Gabriel River Water Quality Group.

Deliverable: Stormwater Capture Capacity Options Report and WMMS and WMS input and output files

11. GIS Maps

The Consultant will prepare a GIS map for each project to identify the proposed regional BMP locations in an exhibit along with jurisdictional boundaries; prepare aerial mapping of where the diversion structures would be located, how and where will the conveyance (storm drain) system for the water quality flows be located and determine the percentage from each jurisdiction that is tributary to the proposed BMP.

Deliverable: GIS Maps

12. Water Conservation

The Consultant will determine the potential annual groundwater recharge volume.

Optional Task: The Consultant will also incorporate a stormwater reuse design if desired by the City or RH/SGR WQG members

Deliverable: Water Conservation Analysis

13. Feasibility Report

The Consultant will provide a Feasibility Report that includes all the elements of the previous tasks.

Deliverable: Feasibility Report for each project

SCOPE OF WORK - PHASE 3

Upon completion of Phase 2, the Rio Hondo/San Gabriel Water Quality Group shall obtain the approval of the Oversight Committee to proceed with Phase 3. The tasks for Phase 3, Tasks 14 thru

19, may or may not be performed for all projects. The Consultant shall not proceed with Phase 3 until they receive a written authorization to proceed. Upon authorization, the services to be performed in Phase 3 may occur in Fiscal Year 2020-21 by the Consultant and shall include, but not be limited to, the following items of work:

14. Permits

The Consultant will analyze each proposed location with respect to land use, existing uses, wildlife habitat, LA County Flood Control Division and Army Corp of Engineers permits, Right-of-Way ownership, possible joint use with the parks, easement requirements, legal ramifications and joint agreements. Identify all potential permits and/or agreements that will need to be obtained or executed prior to construction of the each of the projects. The Consultant will also clarify the permit process to obtain an encroachment permission and related fees from other agencies such as Railroads, LADPW/LACFCD, Army Core of Engineers, Department of Fish and Wildlife, special districts and Cities prior to commencement of investigation at the site.

Deliverable: Required permit(s) report

15. Project Cost & Schedule

The Consultant will prepare a conceptual engineer's cost estimate and construction schedule for up to five regional projects and green streets based on the information obtained from the investigations included in this scope of work and prepare a project schedule utilizing MS Project (or equivalent) for each task in the scope of work and take into consideration the phased scope of work and the time needed for agencies to review and provide comments.

Deliverable: Project schedule and cost

16. Safe Clean Water Program (SCWP) Scoring Criteria

The Consultant will conduct preliminary score for each project based on the Safe Clean Water Program Scoring Criteria. The Consultant is to identify ways that the project can be enhanced to reach the next higher rant and provide a write-up.

Deliverable: SCWP Scoring Criteria and identification of methods for higher ranking

17. Operation and Maintenance

The Consultant will develop a draft operation and maintenance plan that can be updated upon completion of final design plans. The Operation and Maintenance Plan should include cost estimates and address vector control concerns.

Deliverable: Operation and maintenance plan

18. Monitoring Plan (Optional)

The Consultant will develop a baseline monitoring plan and a long-term post project monitoring plan to determine water quality improvements and water supply benefits. At the request of Project Manager, the plans may include habitat restoration monitoring.

Deliverables: Baseline Monitoring Plan and Long-Term Post Project Monitoring Plan.

19. Final Deliverable

Based on the findings from each task in the scope of work, submit a Preliminary Project Concept Report and 30% design plans for each project. The Report will be a compilation of all of the components above to present the overall concept of the project. See Attachment XX

Deliverable: Final Deliverable

CONSULTANT SELECTION

A Project Review Committee will review and evaluate all proposals submitted. The Committee will evaluate all proposals received and may interview top ranked Consultants if it is deemed necessary. The Project Review Committee will make the selection of the Consultant for this work based on a combination of the following criteria:

1. Project Understanding

Comprehension of the scope of work included in the project, awareness of the Permittee's needs, identification of the work elements, sequence of operations, project objectives, completeness in answering the Request for Proposal.

2. Project Team

Identification of person in charge of the project, including qualifications, technical backgrounds and experience of all key personnel to be assigned to this project.

3. Experience

Relevant technical experience and projects completed demonstrating the ability and capacity to perform the work included in this project. Experience with municipal government projects and familiarity with public contract bidding requirements are very desirable.

4. Budget and Schedules

Ability to deliver required documents meeting the anticipated schedule for this project. Techniques used for controlling costs and attaining project objectives within time and budget constraints. Record of firm in accomplishing its work on schedule, within a budget and in providing realistic cost estimates.

5. Project Approach

Originality and soundness of firm's approach to the project, including unique, innovative or cost saving methods.

6. Capabilities

Staff and facilities available, location of offices, current workload, including commitment of staff to the project and technology applications.

7. Local Sensitivity

Familiarity with the Permittees, drainage facilities, and the project vicinity.

8. Reputation

Past clients, repeat business, stature in the industry, awards earned, etc.

9. Full Service

Qualifications, technical backgrounds and experienced of sub-consultants, contractors, etc. used on this project. Discipline coordination, service from project beginning to completion.

10. Selection Criteria

The City of Arcadia on behalf of the RH/SGRWQG will conduct a comprehensive, fair, and impartial evaluation of proposals received in response to this RFP. All proposals received will be reviewed and evaluated by a committee of qualified personnel. The name, information, or experience of the individual members will not be made available to any proposer. The Project Review Committee will first review and screen all proposals submitted, except for the cost proposals, according to the minimum qualifications set forth above. The following criteria will be used in reviewing and comparing the proposals and in determining the highest scoring bid:

- a. Qualifications, background and prior experience of the firm in the Service Area(s) being proposed, experience of the key staff assigned to oversee services provided, evaluation of size and scope of similar work performed and success on that work (40%).
- b. Responsiveness to the RFP, and quality and responsiveness of the proposal (10%)
- c. References including past performance of the Proposer (20%).
- d. Cost and fees to the RH/SGRWQG WMP group for handling matters. Cost is not the sole determining factor but will be taken into consideration. Proposer must offer services at a rate of the Proposer. If rates differ for different types or levels of service, or for different Service Areas, the Proposer should so state (30%).

RIGHT TO REJECT ALL PROPOSALS

The City of Arcadia reserves the right to accept or reject any or all proposals, negotiate modifications to proposals that it deems acceptable, to request and consider additional information from any proposer, and to waive minor irregularities and technical defects in this proposal process. The City reserves the right to seek new proposals when it determines that it is in the best interest to do so. No representation is made that any contract will be awarded pursuant to the Request for Proposal. The City will provide only the staff assistance and documentation specifically referred to herein and will not be responsible for any other cost or obligation that may be incurred by the respondent. All proposals submitted to the City shall become the property of the City.

PROFESSIONAL SERVICES AGREEMENT

The City of Arcadia's standard Professional Services Agreement template for Consulting Services is attached as Appendix A and will be used for this contract, which at a minimum will include the terms set forth in the Professional Services Agreement template. The information provided by the selected firm's proposal will serve as the basis for negotiation. Negotiations may then be undertaken with the review committee's second choice or ceased altogether. If an agreement is reached with the Consultant, a contract for the work will be prepared in final form, executed by the Consultant, accompanied by the appropriate certificates of insurance, together with the required endorsements, and returned to the City of Arcadia for approval and execution.

PROPOSAL REQUIREMENTS

The City of Arcadia reserves the right to award a contract for all or some of the tasks specified in the Scope of Work, and has therefore requested that all proposals include at minimum a breakdown of costs on a task by task basis.

1. Proposal Submittal

Proposals are due by **Tuesday, October 22, 2019 at 11:00 a.m.** Please submit ten (10) copies and one (1) electronic copy of the technical proposal and two (2) copies of the sealed fee to:

City of Arcadia
Office of the City Clerk
Attn: Vanessa Hevener, Environmental Services Officer
240 West Huntington Dr.
P.O. BOX 60021
Arcadia, CA 91066-6021

Questions regarding this Request for Proposal or requests for additional background information may be directed by email to Ms. Vanessa Hevener <u>at vhevener@arcadiaca.gov</u> by October 10, 2019 no later than 5:00 p.m.

2. Proposal Format

Proposals must include the information requested and comply with the requirements outlined in this Request for Proposal. Proposals should, at minimum, address the Scope of Work and should be formatted to include the following sections:

- **a. Perception and Approach:** Demonstrate an understanding of the Project and how the project will be approached including steps to ensure ultimate compliance with objectives of the MS4 NPDES Permit.
- **b. Key Personnel:** Qualifications with respect to this project, responsibilities to be assigned, amount of each individual's time to be allocated, locations where the work will be performed.
- c. Project Management: Provide examples that demonstrate capability in management of projects of this scope. Include a sample monthly report, procedure for monitoring progress, providing cost control, and to maintain the project on schedule.
- **d.** Fee Proposal: Submit two (2) copies in separate sealed envelopes, plainly labeled "Fee Proposal", including a not-to-exceed fee for all work to be completed. The fee summary should also include a cost and man-hour breakdown consistent with the requirements of the Scope of Work, and a project schedule that accounts for all tasks.

3. Cover Letter

All proposals shall include a cover letter which states, at a minimum that the proposal shall remain valid for a period of not less than ninety (90) days from the date of submittal.

4. Required Information

Proposal must include the minimum information as outlined below:

- a. Legal name of firm, address, and telephone number
- b. Firm's Tax Identification Number
- c. Year firm was established as currently being operated
- d. Identification of the Project Manager assigned to this project
- e. Name, address, and telephone number of the person to whom correspondence should be directed
- f. List of subconsultants, if any, who will be part of the project team including their specific areas of responsibility
- g. General description of the structure of the organization (i.e., whether an individual, partnership, corporation, joint venture, etc.)
- h. A minimum of four references that the City of Arcadia may contact concerning the firm's performance on similar projects
- i. Representative listing of contracts that are of a similar nature to the required work for which the firm has been engaged, paying particular attention to those of the last four years in the Southern California/Los Angeles and Orange County areas for consulting engineering services.

COST OF PROPOSAL PREPARATION

Any party responding to this RFP shall do so at their own risk and cost. The City of Arcadia shall not, under any circumstances, be liable for any pre-contractual expenses incurred by any Proposer who elects to submit a proposal in response to this RFP or by any Proposer that is selected. Pre-contractual expenses are defined as expenses incurred by Proposers and the selected Proposer, if any, in:

- Preparing a Proposal and related information in response to this RFP;
- Submitting a Proposal to the City;
- Negotiations with the RH/SGRWQG WMP group on any matter related to this RFP;
- Costs associated with interviews, meetings, travel or presentations; or
- Any and all other expenses incurred by a Proposer prior to the date of award, if any, of an agreement, and formal notice to proceed.

GENERAL REQUIREMENTS

Minimum Qualifications

The firm and any sub-consultants must be legally qualified to practice the work requested in the State of California. Sub-consultants performing more than 5% of the work must be approved by the City of Arcadia. Previous professional work, demonstrated capabilities and experience of the project team, and Project Manager on similar projects, must be documented and will be a heavily weighted factor in the selection process.

The Consultant's commitment of staff to the project will also be a heavily weighted factor in the selection process. Only staff who will, in fact, commit a substantial percentage of their time to the work should be set forth in any organization charts, resumes, or interviews. A Project Manager is to be designated by name and may not be changed without prior written approval by the City of Arcadia. Significant deviations from proposed staff may result in a reduction of the Consultant's fee or termination of the contract. Additionally, the City reserves the right to have

the Consultant remove and replace the Project Manager or any project staff member or subconsultant from the project for cause.

Quality of Work

The Consultant agrees to deliver quality products and services that meet or exceed generally accepted industry standards (or best practices) and those, which have been expressly stated herein as requirements. Products which fail to meet these standards will not be accepted. The Consultant will be wholly responsible for correcting any deficiency at no additional cost to the City. The Consultant's proposal shall include a detailed description of quality assurance procedures that are to be used on the project.

Insurance

The Consultant shall maintain commercial general liability insurance and professional liability (errors and omissions) insurance in the aggregate limit of \$1,000,000 each during the term of the proposed Consultant (see Appendix B). Prior to the start of work, the Consultant shall furnish a Certificate of Insurance in duplicate, naming the Cities of Arcadia, Bradbury, Duarte, Monrovia, Sierra Madre, and County of Los Angeles, its officers, agents and employees as additional insured under the policy. Consultant shall also furnish proof of workers' compensation liability insurance.

Business License Requirement

The successful firm shall purchase a City of Arcadia Business License prior to commencing work.

Non-disclosure of Information

Any consultant hired to perform work under this project, shall take reasonable and prudent measures to safeguard all information used in the development of the work products and all draft and final work products including the information in this RFP. The Consultant shall not disclose this information to any party, or use the project data or information on any other project, without the express consent of the City of Arcadia or as required by Federal law. The City shall ensure that the same is required of any sub-consultants working under the Consultant.

CITY OF ARCADIA ARCADIA, CALIFORNIA

ADDENDUM NUMBER 1

To all prospective proposers for the

Feasibility Study for the Multi-Benefit Stormwater Project Concept Reports

The following information is provided to all proposers in accordance to the Request for Proposals:

The original proposal due date of Tuesday, October 22, 2019 has been extended.
 The <u>NEW</u> proposal due date is:

TUESDAY, NOVEMBER 12, 2019 at 11:00 AM

Proposals must be received at the Office of the City Clerk, located at 240 W. Huntington Drive, Arcadia, CA 91007, no later than the above extended date and time. Proposals received after this time will be returned unopened.

 The <u>NEW</u> deadline to submit questions on proposal requirements is Thursday, October 31, 2019 by 5:00 PM.

Date: October 16, 2019

BY ORDER OF THE CITY OF ARCADIA

Vanessa Hevener

Environmental Services Officer

CITY OF ARCADIA ARCADIA, CALIFORNIA

ADDENDUM NUMBER 2

To all prospective proposers for the

Feasibility Study for the Multi-Benefit Stormwater Project Concept Reports

The following information is provided to all proposers in accordance to the Request for Proposals that are due on Tuesday, November 12, 2019 at 11:00 AM at the Office of the City Clerk, located at 240 W. Huntington Drive, Arcadia, CA 91007:

- 1. Green Streets Investigations RHSGR Technical Memo Location 3
- 2. Green Streets Investigations RHSGR Technical Memo Location 4
- 3. Green Streets Investigations RHSGR Technical Memo Location 5

Date: October 29, 2019

BY ORDER OF THE CITY OF ARCADIA

Vanessa Hevener

Environmental Services Officer

GREEN STREETS INVESTIGATIONS RIO HONDO/SAN GABRIEL RIVER

TECHNICAL MEMO – LOCATION 3

PROJECT SCOPE

- Location: Unincorporated Community of Azusa (TG pages 599-B2, C2)
- Tributary area: Total area = 41.6 acres, Pipe Flow = 0 acres, Surface Flow = 41.6 acres
- San Gabriel River Watershed RAA Volume: 4.84 acre-feet
- Area Jurisdiction 97.2% within County & 2.8% within the City of Glendora

Stormwater Quality Division requested Design Division (DES) to conduct a green street feasibility study for various locations in the Rio Hondo/San Gabriel River watershed. These locations were submitted to Stormwater Engineering Division (SWED) to prepare tributary area maps showing the drainage area for each location. Based on the tributary area for Location 3 provided by SWED (see Attachment 3), DES conducted a field reconnaissance to identify potential locations for Low Impact Development (LID) features (see Attachment 1 for location maps). The following requests were then submitted to the following support divisions to provide necessary information to assess the feasibility of each location.

Division	Information Requested	Date Requested	Attachment	
Construction	Preliminary Utility Search	June 22, 2017	N/A*	
Geotechnical & Materials Engineering	Preliminary Environmental Site Screening (PESS)	June 20, 2017	5	
(GMED)	Cone Penetration Test (CPT)	August 1, 2017	4	

^{*}Preliminary Utility Search responses are on file and available upon request.

FEASIBILITY REVIEW

Review Categories

Category	Description
Subarea	References the subarea number in the hydrology map prepared by SWED (see Attachment 3). Subareas are sorted generally from upstream to downstream storm drain flow.
ID	Number provided to reference individual LID features within one catchment area.
PESS	'X' indicates potential presence of contaminated soils in this location. Confirmation of this contamination will require the depth range of the proposed LID and additional file reviews from GMED.
Utility Search	'X' indicates potential conflict with one or more utilities. Due to the margin of error associated with aerial, property line, and utility information, the exact locations of utilities need to be confirmed through potholing.
CPT	'X' indicates this location may not be suitable for infiltration due to a soil profile consisting primarily of clayey material or a shallow groundwater table. Further subsurface investigation by GMED is

	warranted to completely exclude the location from onsite infiltration. Biofiltration may still be possible.
Feasibility Tier	Provides a ranking of proposed locations based on all review
	categories. No potential issues were found at Tier 1 locations and
	should be considered priority for further development. Tier 2 locations may have a combination of potential utility and infiltration issues. Tier 3 locations have potential soil contamination and may have additional issues. These are recommended as a last priority.

Review Results

The below table summarizes DES's findings for the potential LID locations based on a concept level investigation. Further investigation is required during the Project Design Concept Phase to confirm the impact of the issues on the proposed scope of work. See Attachment 2 for schematic diagrams of the proposed features.

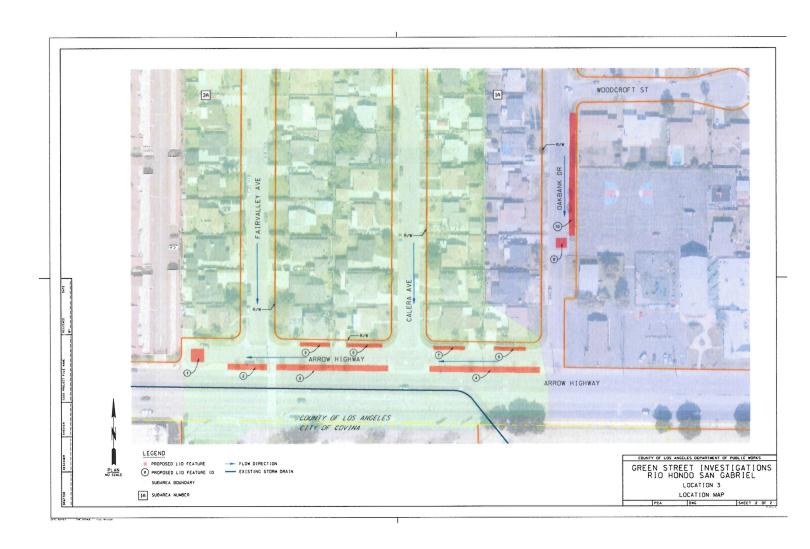
				Potential Issues			
Subarea	V85th (ac-ft)	Cumulative V85th (ac-ft)	ID	PESS	Utility Search	СРТ	Feasibility Tier
	0.861	0.861	3-1				1
			3-2				1
			3-3				1
1A			3-4				1
IA			3-5				1
			3-6				1
			3-7				1
			3-8				1
3A	0.755	1.616	3-9				1
3A			3-10				1

ATTACHMENT I

LOCATION MAPS



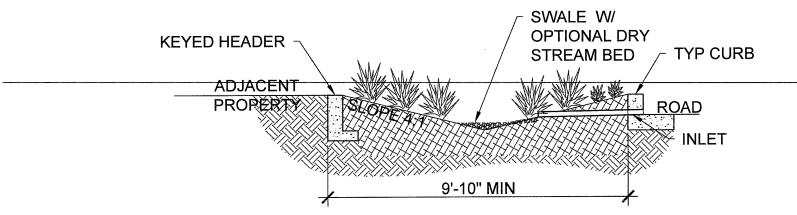




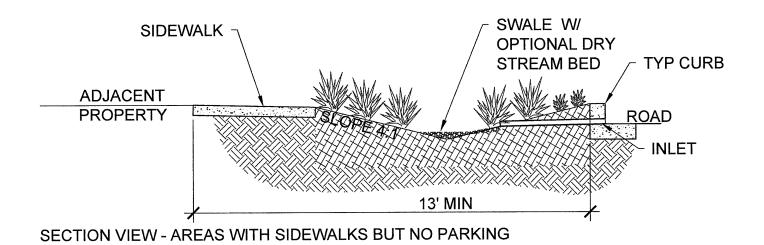
ATTACHMENT II

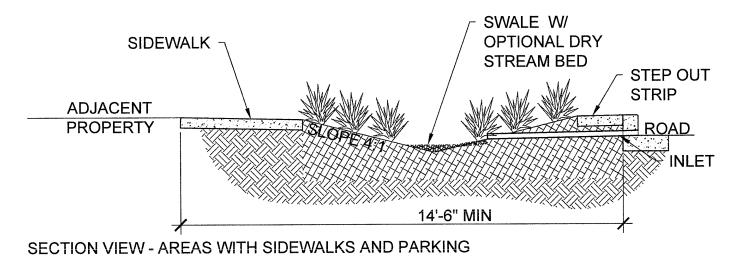
LID FEATURE TYPICAL SECTIONS



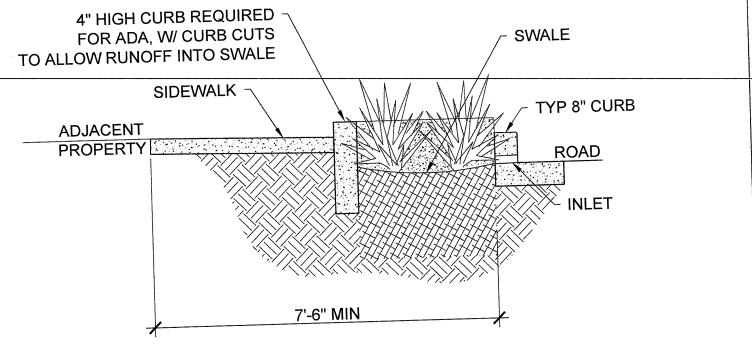


SECTION VIEW - AREAS WITHOUT SIDEWALKS AND NO PARKING

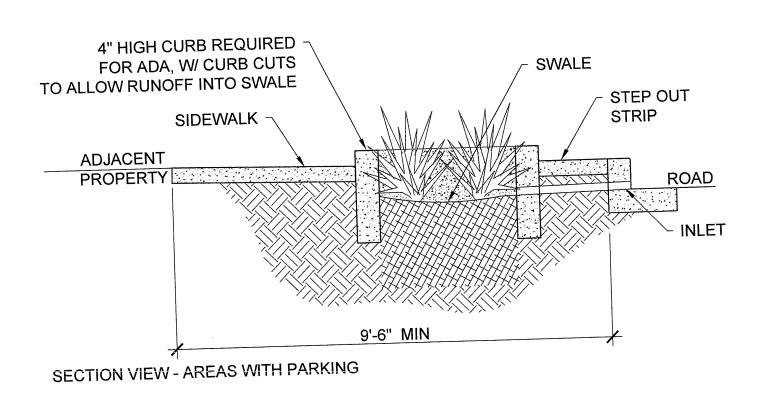




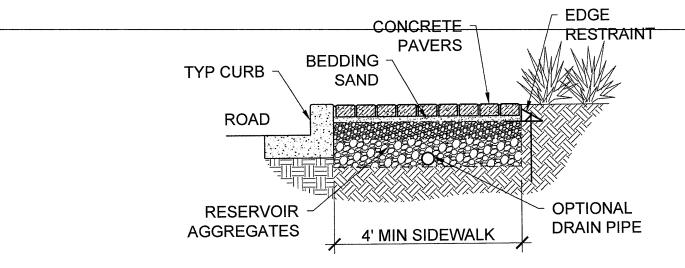
SLOPED BIO-SWALE (RAIN GARDEN)



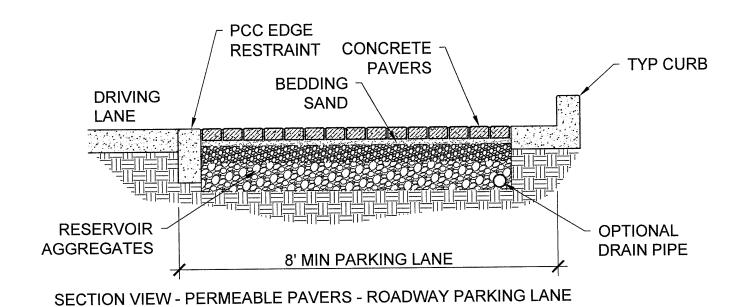
SECTION VIEW - AREAS WITH NO PARKING



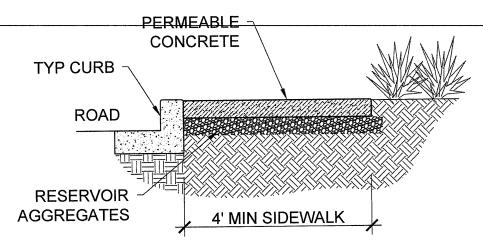
PLANTER BOX BIO-SWALE (RAIN GARDEN)



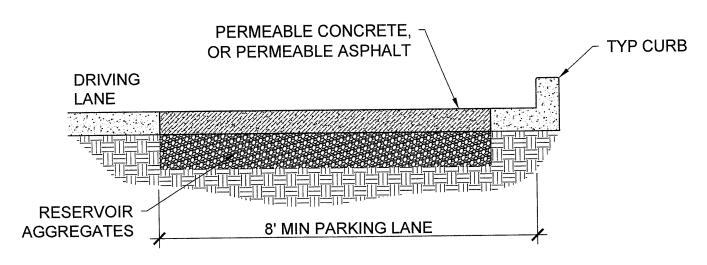
SECTION VIEW - PERMEABLE PAVERS - SIDEWALK



PERMEABLE PAVERS (PAVING)

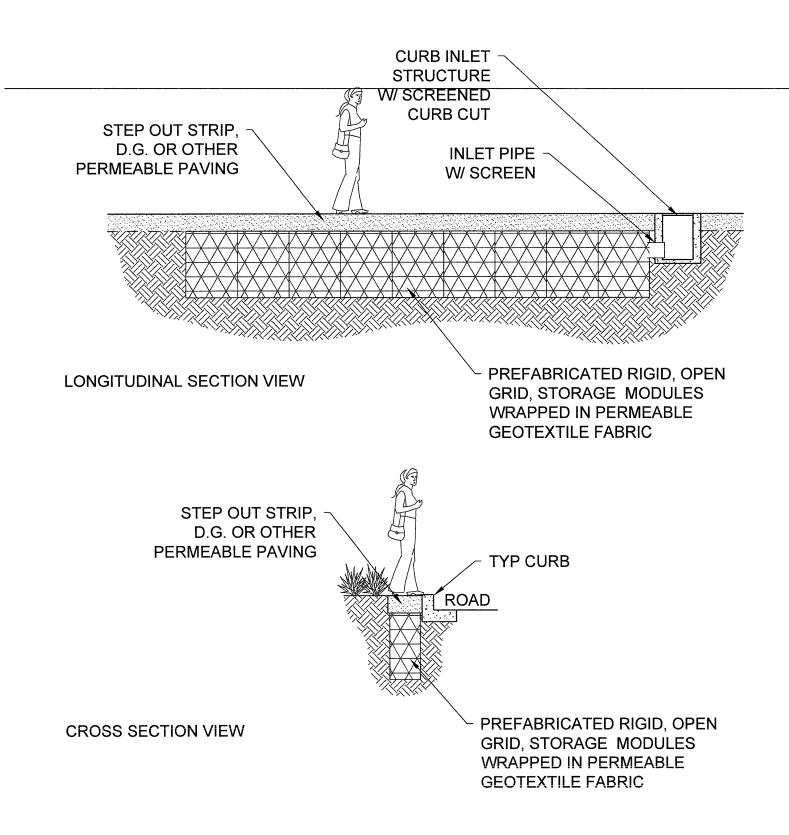


SECTION VIEW - PERMEABLE CONCRETE - SIDEWALK

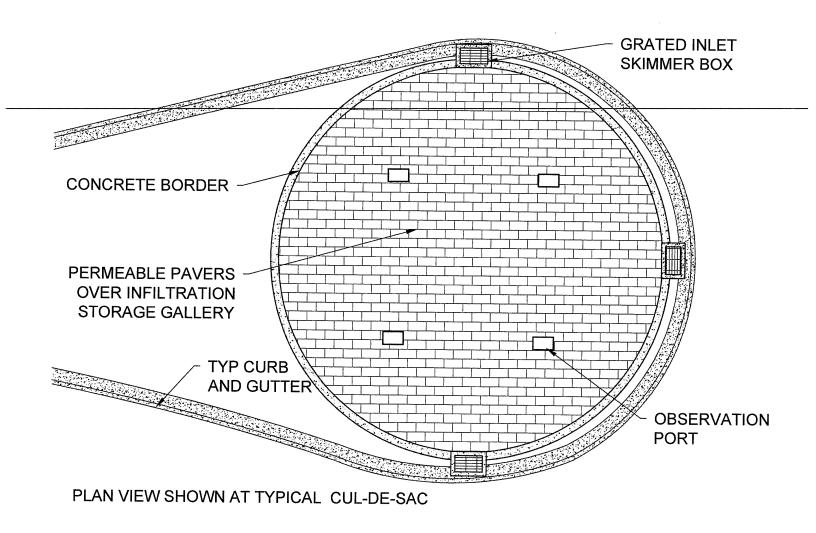


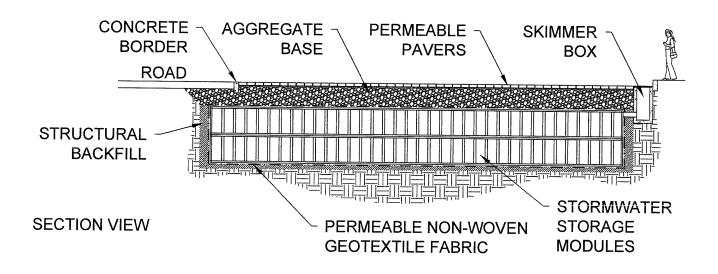
SECTION VIEW - PERMEABLE CONCRETE OR ASPHALT - ROADWAY PARKING LANE

PERMEABLE CONCRETE / ASPHALT PAVING



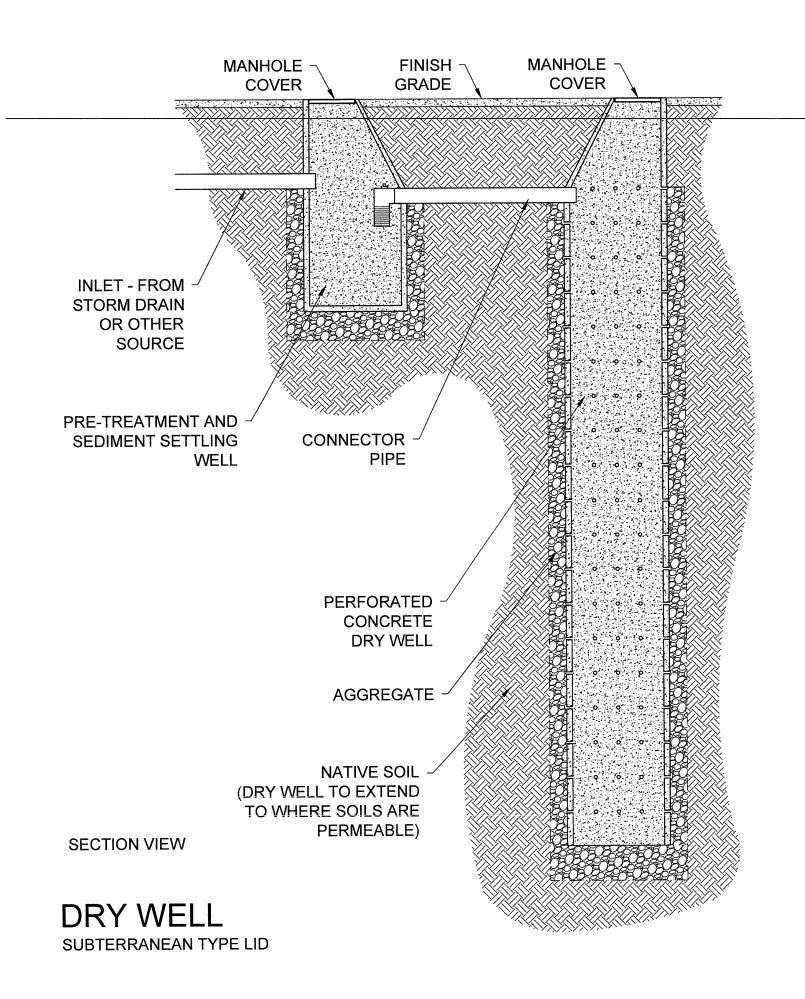
CURBSIDE INFILTRATION UNITS





INFILTRATION STORAGE GALLERY

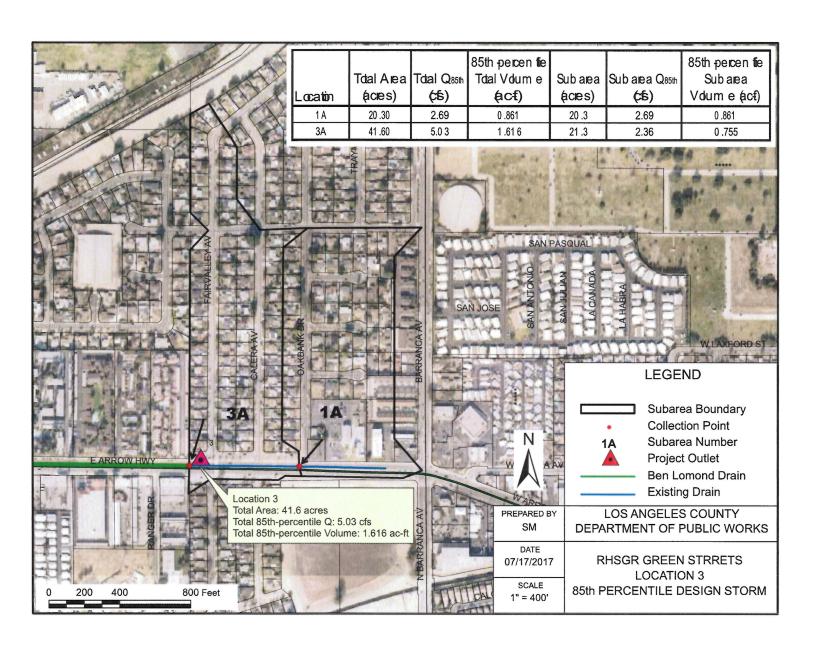
SUBTERRANEAN TYPE LID



ATTACHMENT III

HYDROLOGY



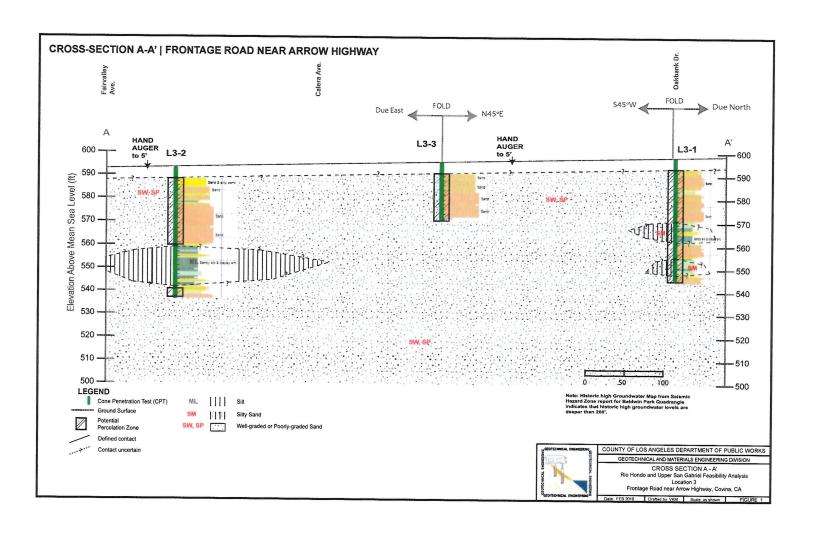


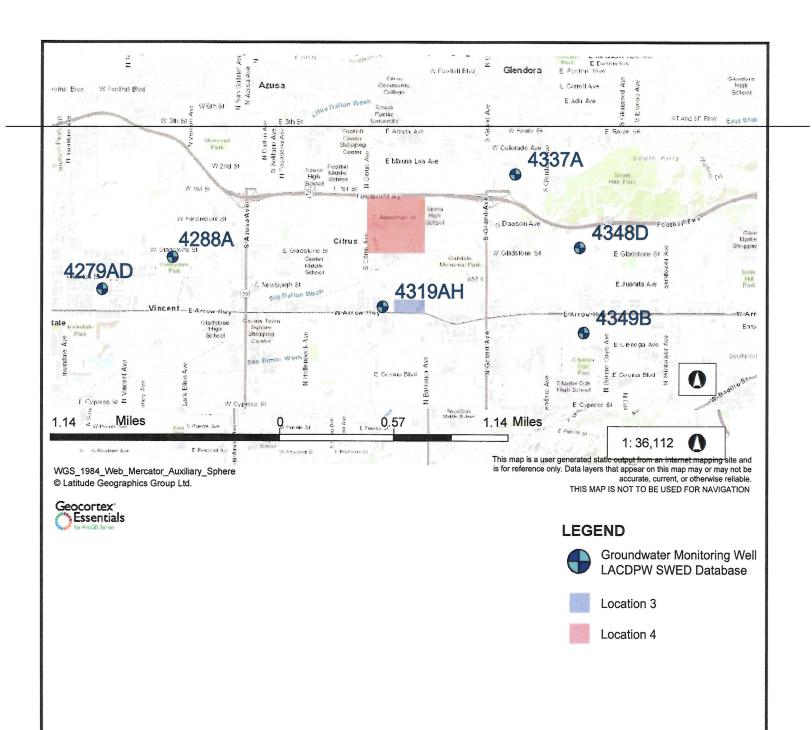
ATTACHMENT IV

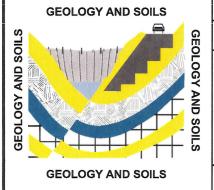
CONE PENETRATION TEST RESULTS











LOS ANGELES COUNTY DEPARTMENT OF PUBLIC WORKS

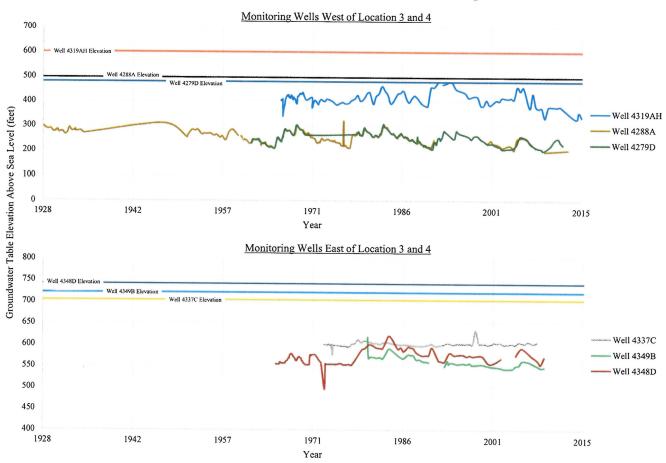
GEOTECHNICAL AND MATERIALS ENGINEERING DIVISION

Groundwater Monitoring Well Locations

Locations 3 and 4 Citrus, CA

Date: May 2018 | Drafted by: VM | Scale: As Shown | FIGURE 1

Rio Hondo Groundwater Elevation of LACSW Monitoring Wells



ATTACHMENT V

PRELIMINARY ENVIRONMENTAL SITE SCREENING RESULTS



TO:

Hector Bordas

Design Division

Attention Josafat Flores

FROM:

Greg Kelley Greg Kelley

Geotechnical and Materials Engineering Division

PRELIMINARY ENVIRONMENTAL SITE SCREENING GREEN STREET INVESTIGATIONS RIO HONDO/SAN GABRIEL RIVERS AREA 3 LOCATION 3, UNINCORPORATED COVINA AREA PROJECT ID DES0002991 (PROJECT NO. F21816I26G)

In response to your request dated June 20, 2017, and your September 25, 2017, e-mail, clarifying the project limits, a Preliminary Environmental Site Screening (PESS) was completed for the subject project. It is our understanding that the project scope is for the siting of various Low Impact Development features, including bioswales and drywells. Our PESS included a site reconnaissance, review of aerial photographs and topographic maps, and searches of publicly available regulatory databases.

Based on available information, the site conditions observed, and the proposed scope of work, the results of our screening did not identify environmental conditions affecting the subject project. At this time, no further assessment is warranted.

Note that our preliminary screening of the site conditions does not preclude that contamination may exist in subsurface soils at the site in areas that have not been identified as environmental concerns because: (1) contamination releases may not have been reported to the authorities, (2) contamination releases were not known to have occurred, or (3) data gaps exist in the referenced databases, historical photographs, or maps. There is also the possibility that site contamination may occur subsequent to our review. Additionally, if impacted soils are encountered during construction, the project contractor should implement proper health and safety measures and appropriate contaminated material handling and disposal procedures. This PESS is generally considered applicable for a period of 180 days from the date of this memorandum and is recommended to be updated thereafter as needed.

If you have any questions regarding this matter, please contact Phuong Schmit-Kallas or Gregory Sena at Extension 4923. To provide feedback on our services please access http://dpw.lacounty.gov/go/gmedsurvey to complete a Customer Service Survey.



p:\gmepub\secretarial\geoinv\pess\2017\hondo-gabriel area 3 location 3.docx

cc: Construction (Enriquez)
Design Division (Davis, Fung, Wu)

GREEN STREETS INVESTIGATIONS RIO HONDO/SAN GABRIEL RIVER

TECHNICAL MEMO - LOCATION 4

PROJECT SCOPE

- Location: Unincorporated Community of Azusa (TG pages 569-A7, B7 599-A1, A2, B1)
- Tributary area: Total area = 169 acres, Pipe Flow = 169 acres, Surface Flow = 0
 acres
- San Gabriel River Watershed RAA Volume: 4.84 acre-feet
- Area Jurisdiction 98.5% within County & 1.5% within the City of Azusa

Stormwater Quality Division requested Design Division (DES) to conduct a green street feasibility study for various locations in the Rio Hondo/San Gabriel River watershed. These locations were submitted to Stormwater Engineering Division (SWED) to prepare tributary area maps showing the drainage area for each location. Based on the tributary area for Location 4 provided by SWED (see Attachment 3), DES conducted a field reconnaissance to identify potential locations for Low Impact Development (LID) features (see Attachment 1 for location maps). The following requests were then submitted to the following support divisions to provide necessary information to assess the feasibility of each location.

Division	Information Requested	Date Requested	Attachment	
Construction	Preliminary Utility Search	June 17, 2017	N/A*	
Geotechnical &	Preliminary Environmental	June 20, 2017	5	
Materials Engineering	Site Screening (PESS)			
(GMED)	Cone Penetration Test	August 1, 2017	4	
	(CPT)			

^{*}Preliminary Utility Search responses are on file and available upon request.

FEASIBILITY REVIEW

Review Categories

Category	Description
Subarea	References the subarea number in the hydrology map prepared by SWED (see Attachment 3). Subareas are sorted generally from upstream to downstream storm drain flow.
ID	Number provided to reference individual LID features within one catchment area.
PESS	'X' indicates potential presence of contaminated soils in this location. Confirmation of this contamination will require the depth range of the proposed LID and additional file reviews from GMED.
Utility Search	'X' indicates potential conflict with one or more utilities. Due to the margin of error associated with aerial, property line, and utility information, the exact locations of utilities need to be confirmed through potholing.
CPT	'X' indicates this location may not be suitable for infiltration due to a soil profile consisting primarily of clayey material or a shallow

CPT	groundwater table. Further subsurface investigation by GMED is warranted to completely exclude the location from onsite infiltration. Biofiltration may still be possible.
 Feasibility Tier	Provides a ranking of proposed locations based on all review categories. No potential issues were found at Tier 1 locations and should be considered priority for further development. Tier 2 locations may have a combination of potential utility and infiltration issues. Tier 3 locations have potential soil contamination and may have additional issues. These are recommended as a last priority.

Review Results

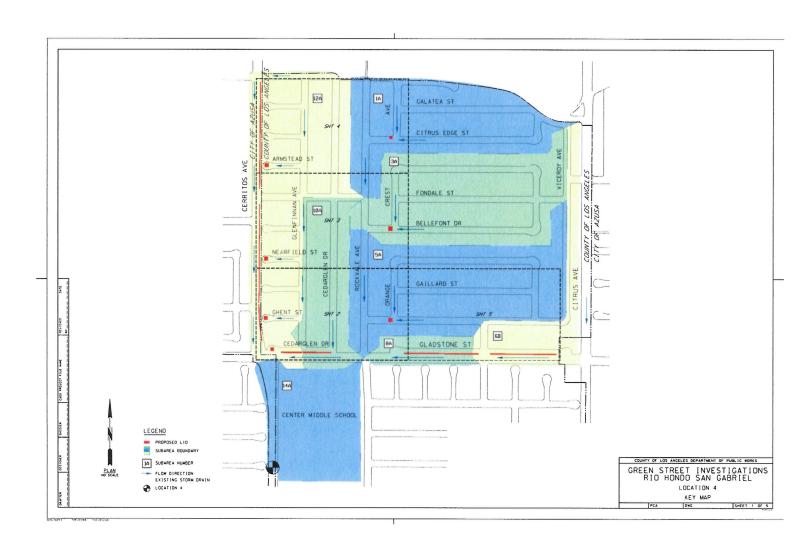
The below table summarizes DES's findings for the potential LID locations based on a concept level investigation. Further investigation is required during the Project Design Concept Phase to confirm the impact of the issues on the proposed scope of work. See Attachment 2 for schematic diagrams of the proposed features.

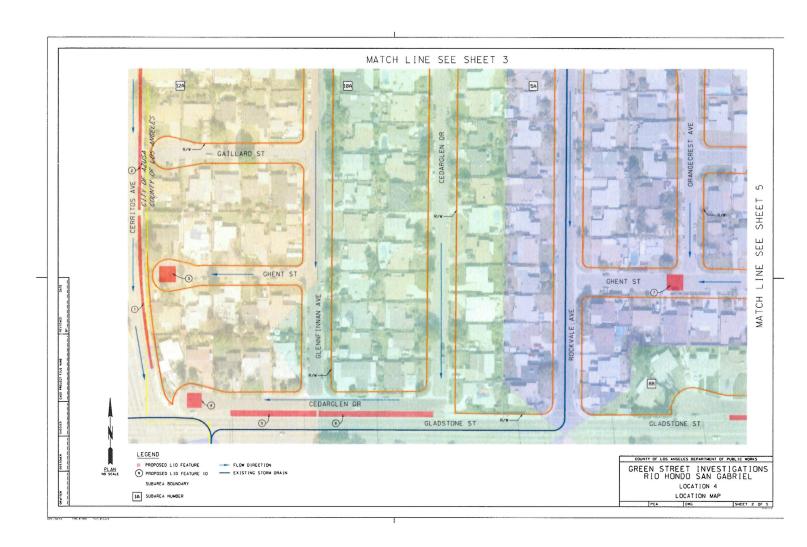
				Potential Issues			
Subarea	V85th (ac-ft)	Cumulative V85th (ac-ft)	ID	PESS	Utility Search	СРТ	Feasibility Tier
1A	0.857	0.857	4-13		Х		2
3A	1.01	1.867	4-11				1
5A	1.144	3.011	4-7				1
6B	0.416	0.416	4-15		Х		2
8B	0.167	0.583	4-14		Х		2
10A	0.506	4.1	4-6				1
			4-1				1
			4-2				1
			4-3				1
			4-4				1
12A	1.264	5.364	4-5		Х		2
			4-8				1
			4-9				1
			4-10				1
			4-12				1

ATTACHMENT I

LOCATION MAPS

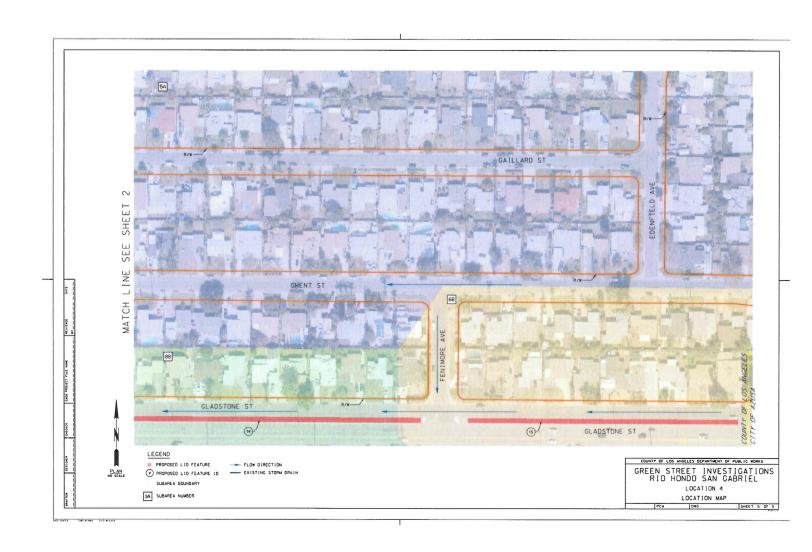








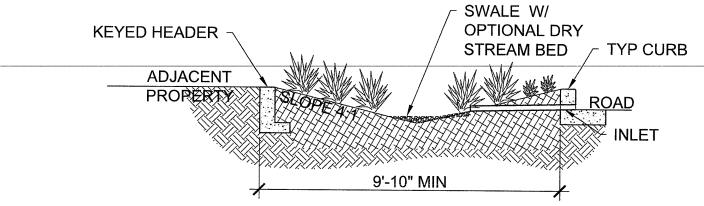




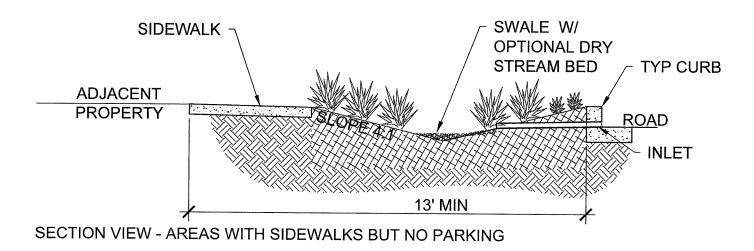
ATTACHMENT II

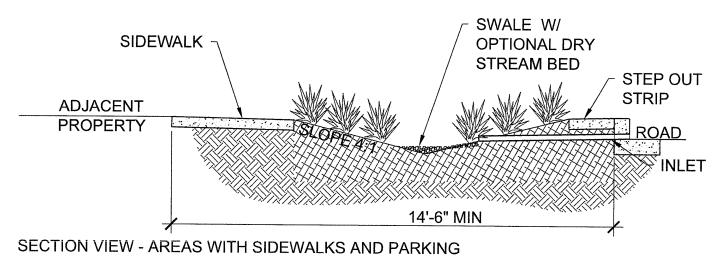
LID FEATURE TYPICAL SECTIONS



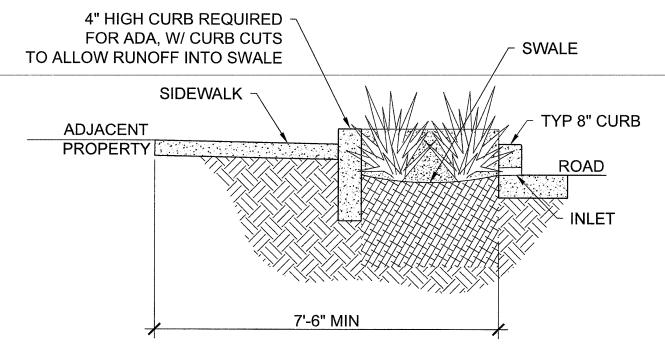


SECTION VIEW - AREAS WITHOUT SIDEWALKS AND NO PARKING

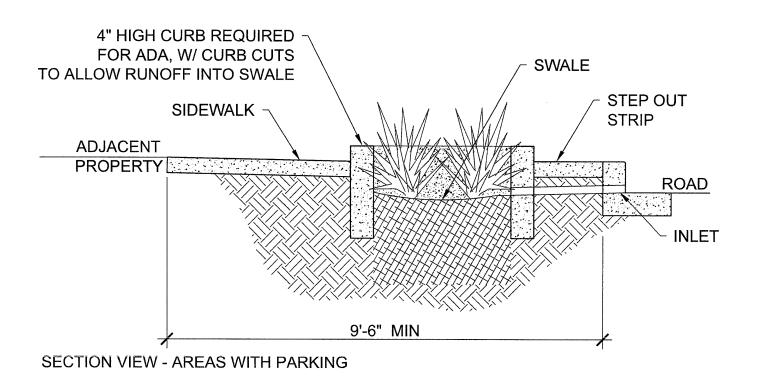




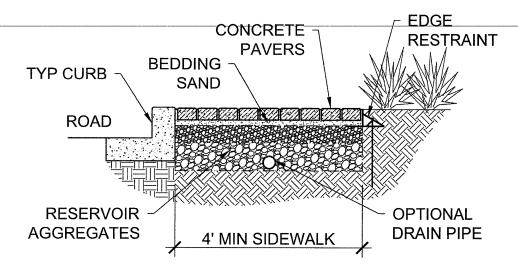
SLOPED BIO-SWALE (RAIN GARDEN)



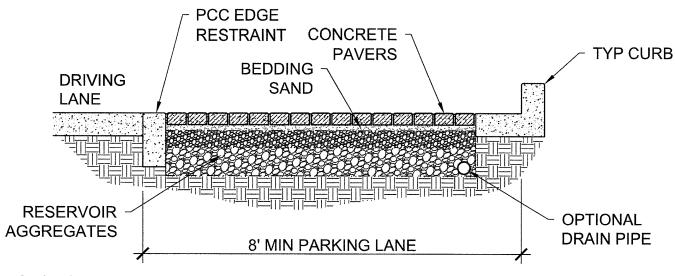
SECTION VIEW - AREAS WITH NO PARKING



PLANTER BOX BIO-SWALE (RAIN GARDEN)

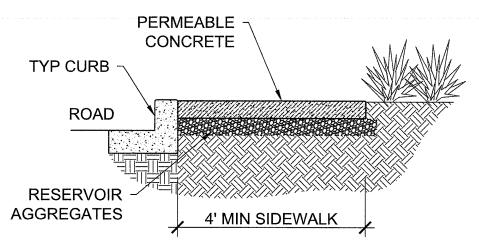


SECTION VIEW - PERMEABLE PAVERS - SIDEWALK

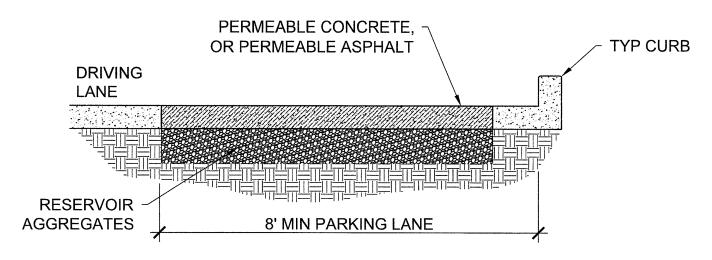


SECTION VIEW - PERMEABLE PAVERS - ROADWAY PARKING LANE

PERMEABLE PAVERS (PAVING)

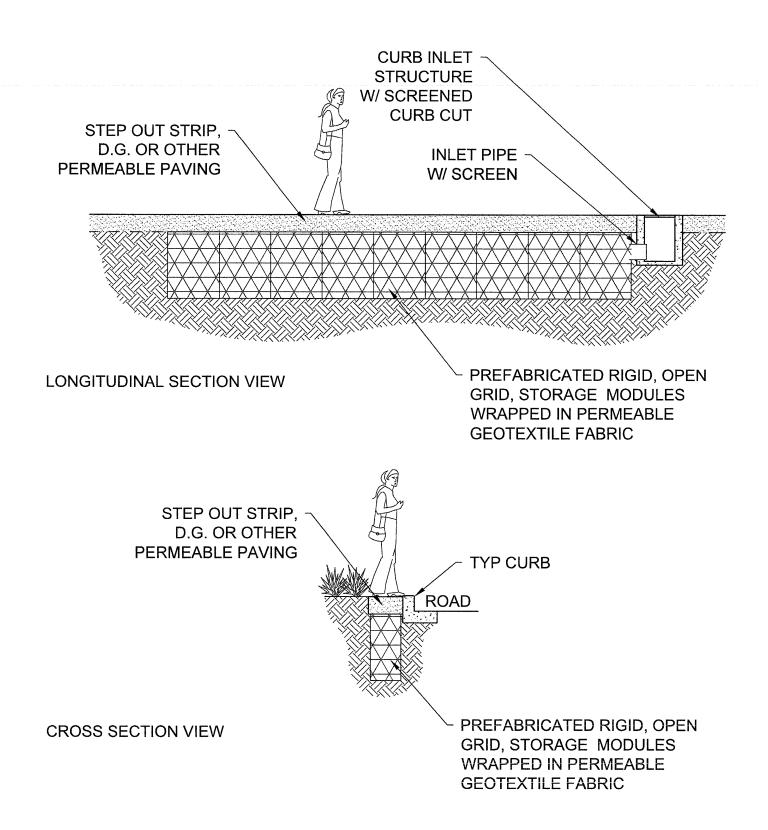


SECTION VIEW - PERMEABLE CONCRETE - SIDEWALK

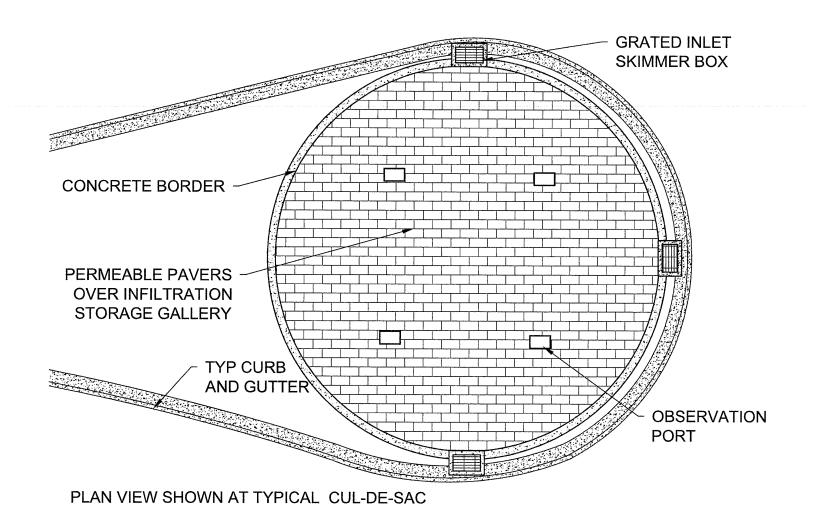


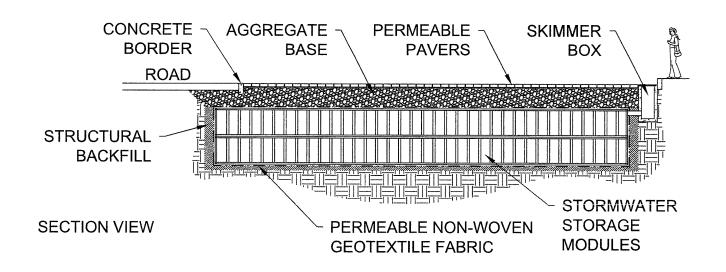
SECTION VIEW - PERMEABLE CONCRETE OR ASPHALT - ROADWAY PARKING LANE

PERMEABLE CONCRETE / ASPHALT PAVING



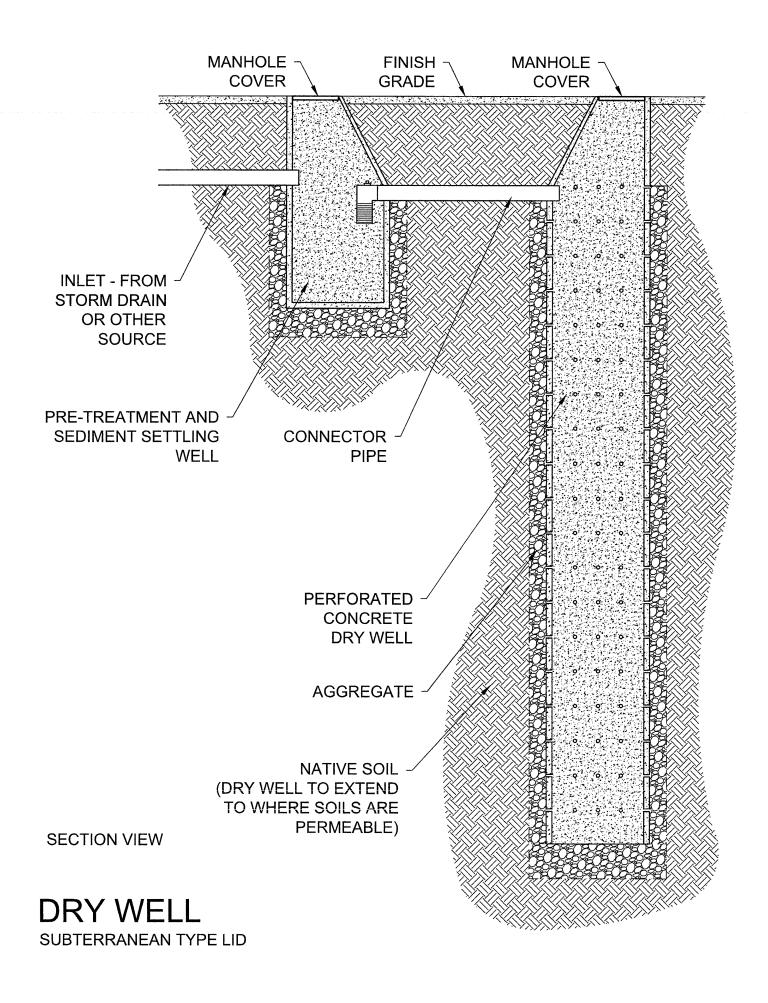
CURBSIDE INFILTRATION UNITS





INFILTRATION STORAGE GALLERY

SUBTERRANEAN TYPE LID



ATTACHMENT III

HYDROLOGY

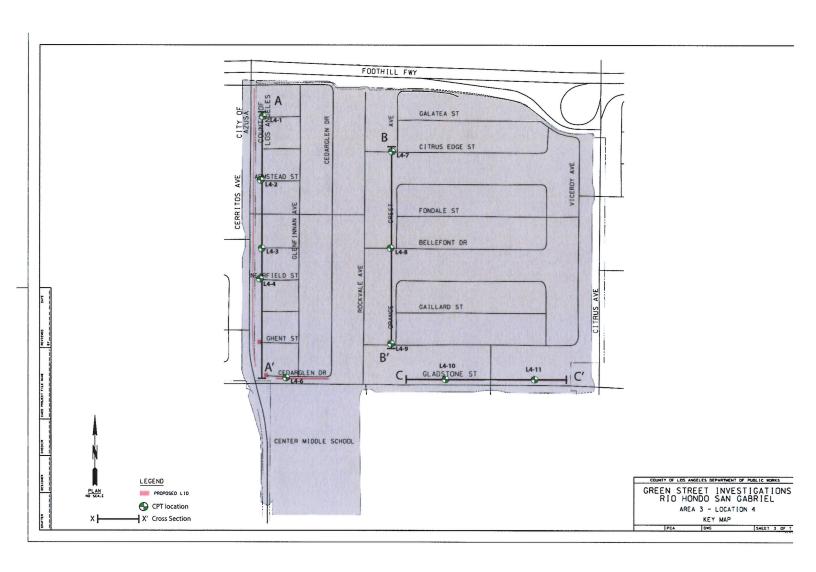


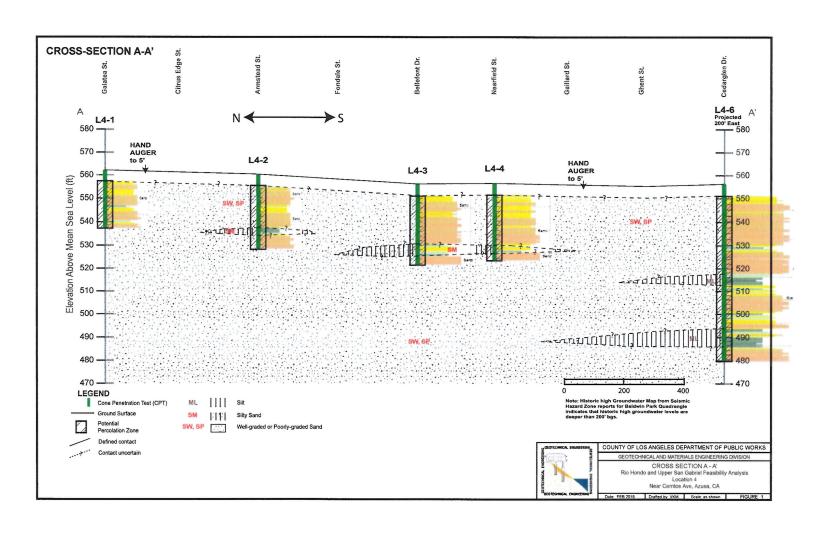


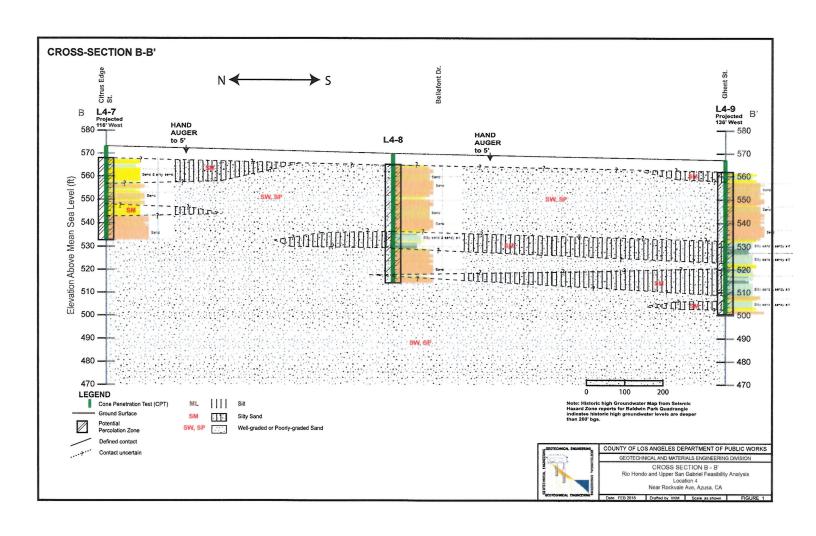
ATTACHMENT IV

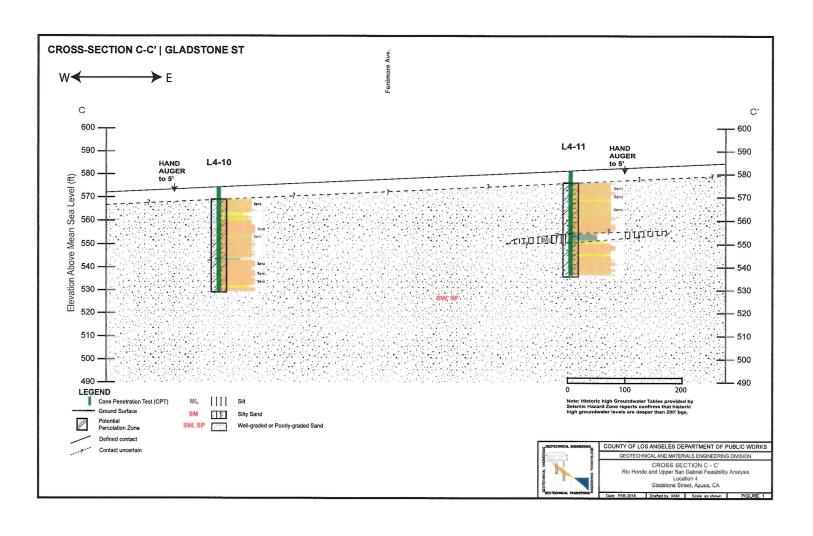
CONE PENETRATION TEST RESULTS

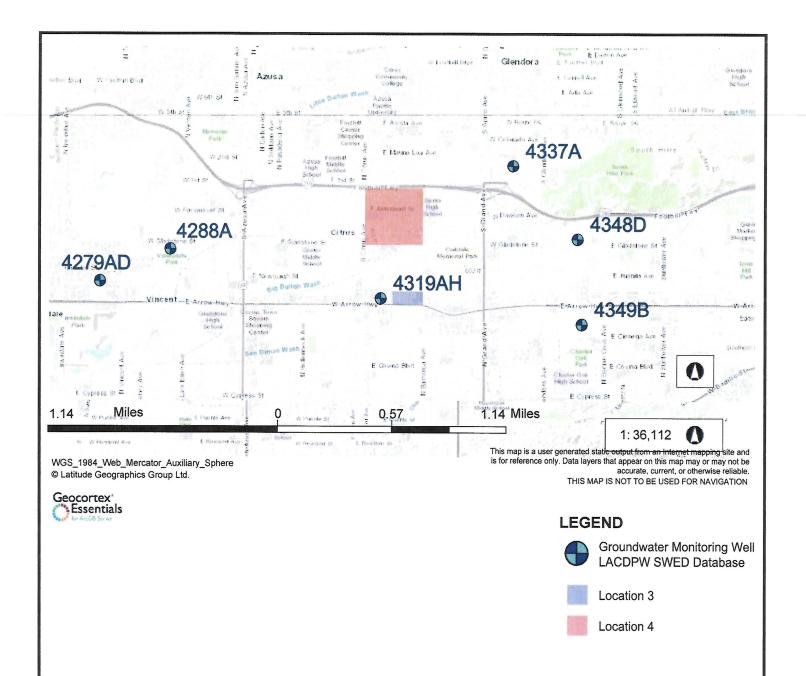


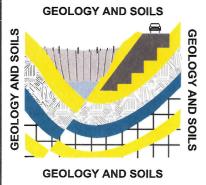












LOS ANGELES COUNTY DEPARTMENT OF PUBLIC WORKS

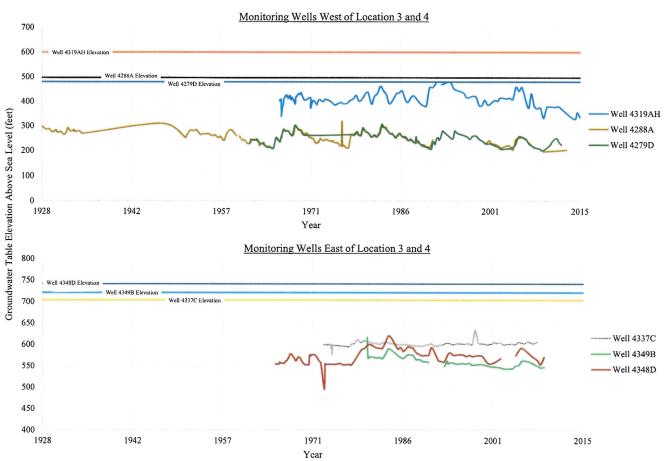
GEOTECHNICAL AND MATERIALS ENGINEERING DIVISION

Groundwater Monitoring Well Locations

Locations 3 and 4 Citrus, CA

Date: May 2018 Drafted by: VM Scale: As Shown FIGURE 1

Rio Hondo Groundwater Elevation of LACSW Monitoring Wells



ATTACHMENT V

PRELIMINARY ENVIRONMENTAL SITE SCREENING RESULTS



TO:

Hector J. Bordas Design Division

Attention Josafat Flores

FROM:

Greg Kelley Greg Cally

Geotechnical and Materials Engineering Division

PRELIMINARY ENVIRONMENTAL SITE SCREENING GREEN STREET INVESTIGATIONS RIO HONDO/SAN GABRIEL RIVERS AREA 3 LOCATION 4, UNINCORPORATED AZUSA AREA PROJECT ID DES0002991 (PROJECT NO. F21816I26G)

In response to your request dated June 20, 2017, and your September 25, 2017, e-mail, clarifying the project limits, a Preliminary Environmental Site Screening (PESS) was completed for the subject project. It is our understanding that the project scope is for the siting of various Low Impact Development features, including bioswales and drywells. Our PESS included a site reconnaissance, review of aerial photographs and topographic maps, and searches of publicly available regulatory databases.

Based on available information, the site conditions observed, and the proposed scope of work, the results of our screening did not identify environmental conditions affecting the subject project. At this time, no further assessment is warranted.

Note that our preliminary screening of the site conditions does not preclude that contamination may exist in subsurface soils at the site in areas that have not been identified as environmental concerns because: (1) contamination releases may not have been reported to the authorities, (2) contamination releases were not known to have occurred, or (3) data gaps exist in the referenced databases, historical photographs, or maps. There is also the possibility that site contamination may occur subsequent to our review. Additionally, if impacted soils are encountered during construction, the project contractor should implement proper health and safety measures and appropriate contaminated material handling and disposal procedures. This PESS is generally considered applicable for a period of 180 days from the date of this memorandum and is recommended to be updated thereafter as needed.

If you have any questions regarding this matter, please contact Phuong Schmit-Kallas or Gregory Sena at Extension 4923. To provide feedback on our services please access http://dpw.lacounty.gov/go/gmedsurvey to complete a Customer Service Survey.

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cc: Construction (Enriquez)
Design (Davis, Fung, Wu)

GREEN STREETS INVESTIGATIONS RIO HONDO/SAN GABRIEL RIVER

TECHNICAL MEMO – LOCATION 5

PROJECT SCOPE

- Location: Unincorporated Community of East Pasadena (TG pages 566-H5, H6)
- Tributary area: Total area = 68.3 acres, Pipe Flow = 61 acres, Surface Flow = 0 acres
- Rio Hondo Watershed RAA Volume: 4.79 acre-feet
- Area Jurisdiction 100% within County

Stormwater Quality Division requested Design Division (DES) to conduct a green street feasibility study for various locations in the Rio Hondo/San Gabriel River watershed. These locations were submitted to Stormwater Engineering Division (SWED) to prepare tributary area maps showing the drainage area for each location. Based on the tributary area for Location 5 provided by SWED (see Attachment 3), DES conducted a field reconnaissance to identify potential locations for Low Impact Development (LID) features (see Attachment 1 for location maps). The following requests were then submitted to the following support divisions to provide necessary information to assess the feasibility of each location.

Division	Information Requested	Date Requested	Attachment	
Construction	Preliminary Utility Search	May 23, 2017	N/A*	
Geotechnical & Materials Engineering	Preliminary Environmental Site Screening (PESS)	June 20, 2017	5	
(GMED)	Cone Penetration Test (CPT)	August 1, 2017	4	

^{*}Preliminary Utility Search responses are on file and available upon request.

FEASIBILITY REVIEW

Review Categories

Category	Description				
Subarea	References the subarea number in the hydrology map prepared by SWED (see Attachment 3). Subareas are sorted generally from upstream to downstream storm drain flow.				
ID	Number provided to reference individual LID features within one catchment area.				
PESS	'X' indicates potential presence of contaminated soils in this location. Confirmation of this contamination will require the depth range of the proposed LID and additional file reviews from GMED.				
Utility Search	'X' indicates potential conflict with one or more utilities. Due to the margin of error associated with aerial, property line, and utility information, the exact locations of utilities need to be confirmed through potholing.				
СРТ	'X' indicates this location may not be suitable for infiltration due to a soil profile consisting primarily of clayey material or a shallow groundwater table. Further subsurface investigation by GMED is				

CPT	warranted to completely exclude the location from onsite infiltration. Biofiltration may still be possible.					
Feasibility Tier	Provides a ranking of proposed locations based on all review categories. No potential issues were found at Tier 1 locations and should be considered priority for further development. Tier 2 locations may have a combination of potential utility and infiltration issues. Tier 3 locations have potential soil contamination and may have additional issues. These are recommended as a last priority.					

Review Results

The below table summarizes DES's findings for the potential LID locations based on a concept level investigation. Further investigation is required during the Project Design Concept Phase to confirm the impact of the issues on the proposed scope of work. See Attachment 2 for schematic diagrams of the proposed features.

				Potential Issues			
Subarea	V85th (ac-ft)	Cumulative V85th (ac-ft)	ID	PESS	Utility Search	СРТ	Feasibility Tier
			5-1		Χ		2
		1.240	5-2				1
			5-3				1
			5-4		Χ		2
			5-5				1
1A	1.240		5-6				1
			5-7		Χ		2
			5-12				1
			5-13				1
			5-14				1
			5-15		X		2
		2.079	5-8		X		2
			5-9				1
			5-10		Χ		2
			5-11				1
			5-16				1
			5-17				1
			5-18		Χ		2
			5-19				1
2A	0.839		5-20		Χ		2
			5-21				1
			5-22				1
			5-23				1
			5-24		Χ		2
			5-25		Χ		2
			5-26				1
			5-27				1
			5-28				1

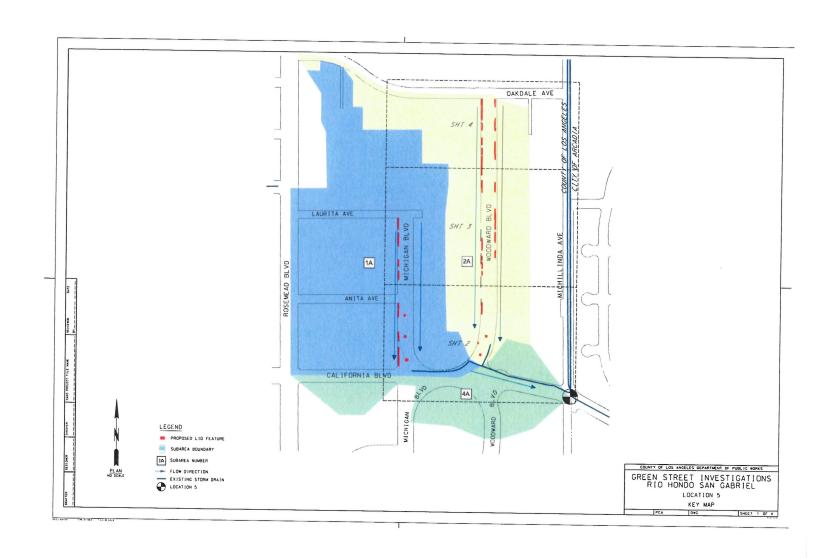
Potential Issues

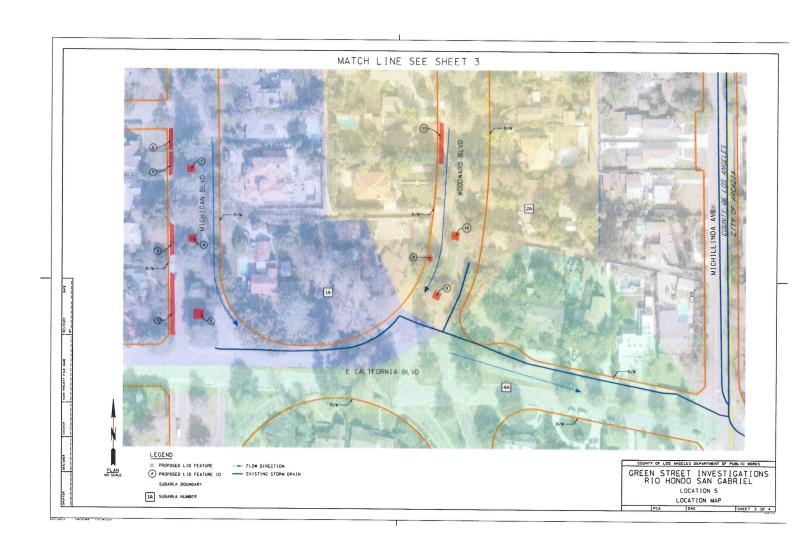
Subarea	V85th (ac-ft)	Cumulative V85th (ac-ft)	ID	PESS	Utility Search	СРТ	Feasibility Tier
2A 0.839		2.079	5-29				1
	0.000		5-30				1
	0.839		5-31		X		2
			5-32				1
			5-33				1

ATTACHMENT I

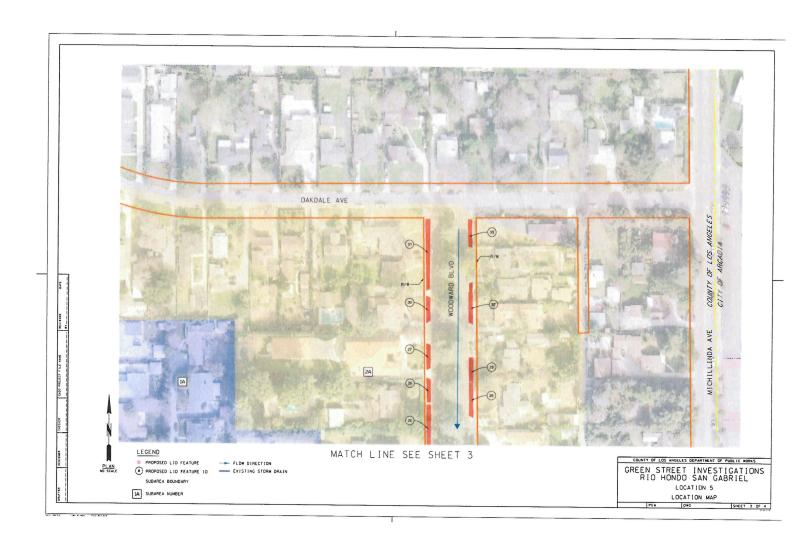
LOCATION MAPS







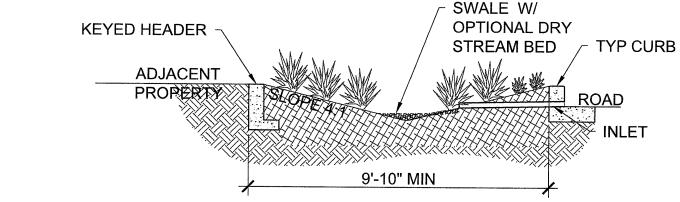




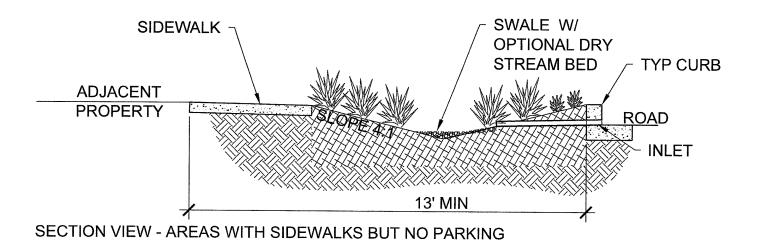
ATTACHMENT II

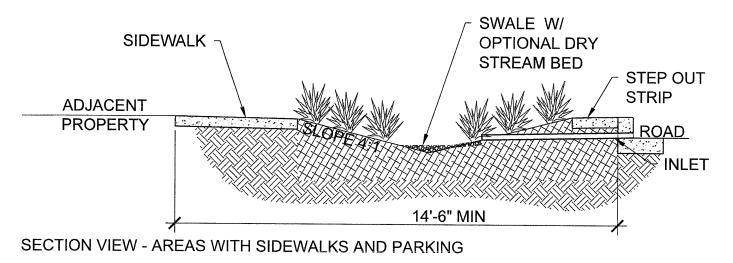
LID FEATURE TYPICAL SECTIONS



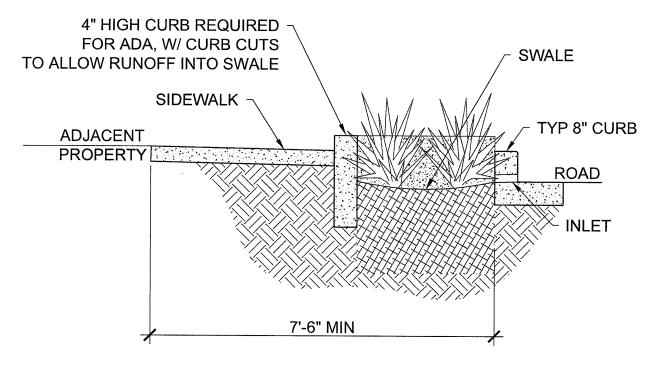


SECTION VIEW - AREAS WITHOUT SIDEWALKS AND NO PARKING

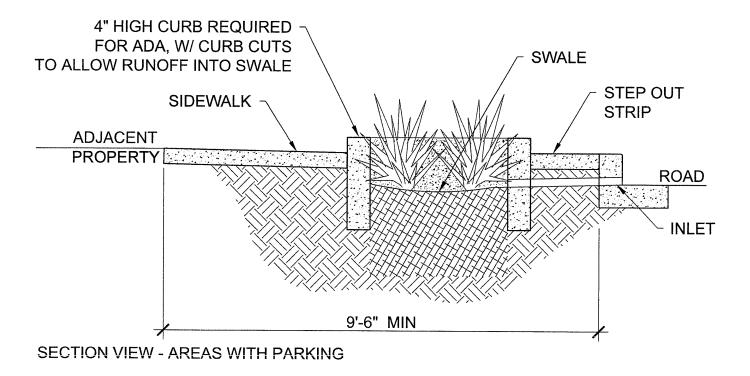




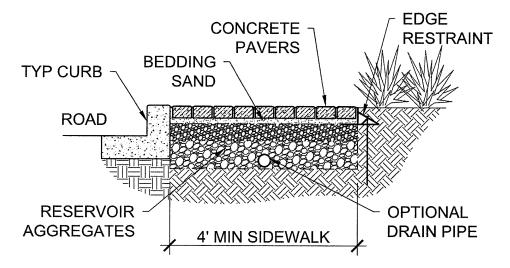
SLOPED BIO-SWALE (RAIN GARDEN)



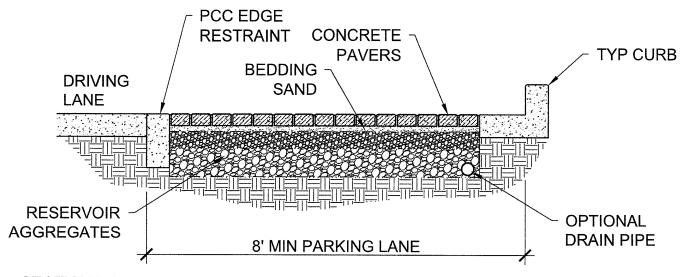
SECTION VIEW - AREAS WITH NO PARKING



PLANTER BOX BIO-SWALE (RAIN GARDEN) SURFACE TYPE LID

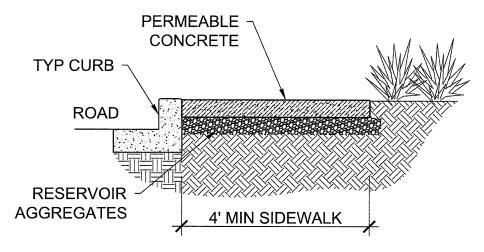


SECTION VIEW - PERMEABLE PAVERS - SIDEWALK

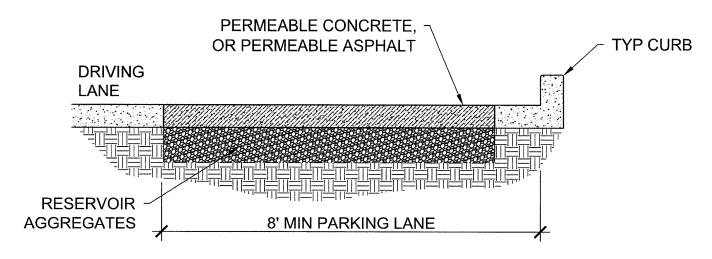


SECTION VIEW - PERMEABLE PAVERS - ROADWAY PARKING LANE

PERMEABLE PAVERS (PAVING)

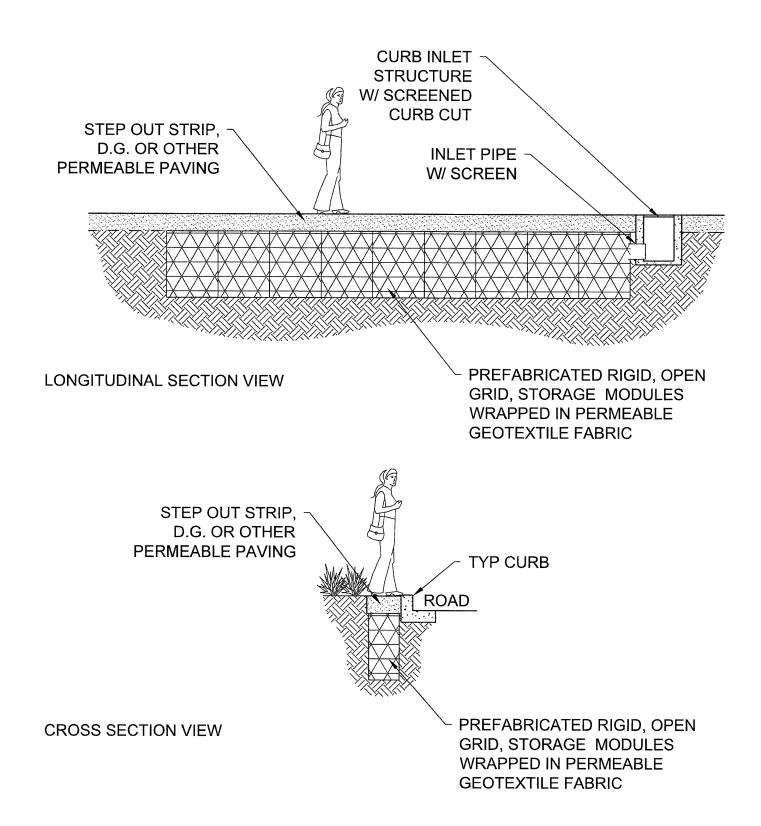


SECTION VIEW - PERMEABLE CONCRETE - SIDEWALK

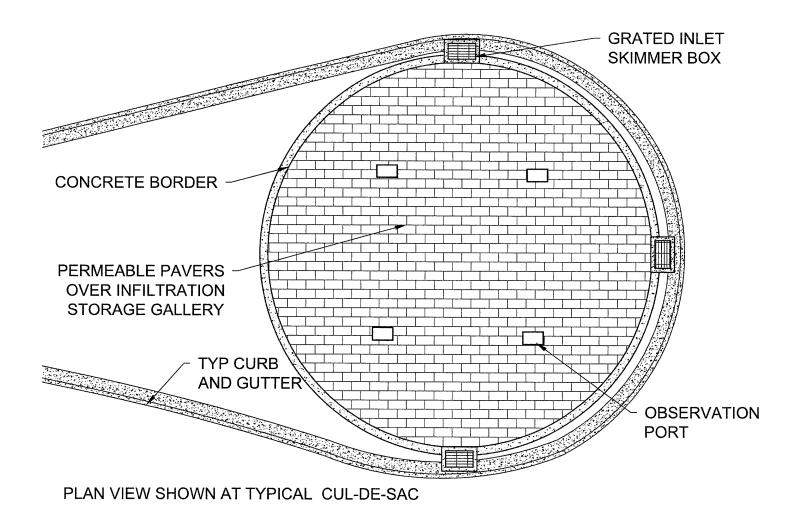


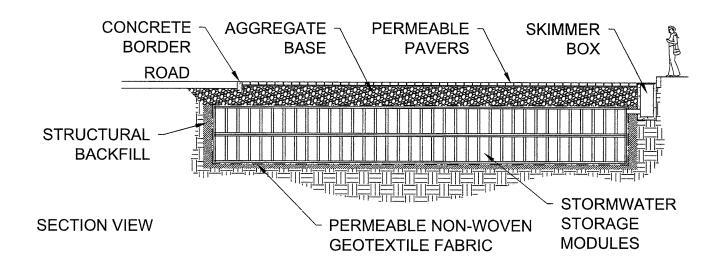
SECTION VIEW - PERMEABLE CONCRETE OR ASPHALT - ROADWAY PARKING LANE

PERMEABLE CONCRETE / ASPHALT PAVING



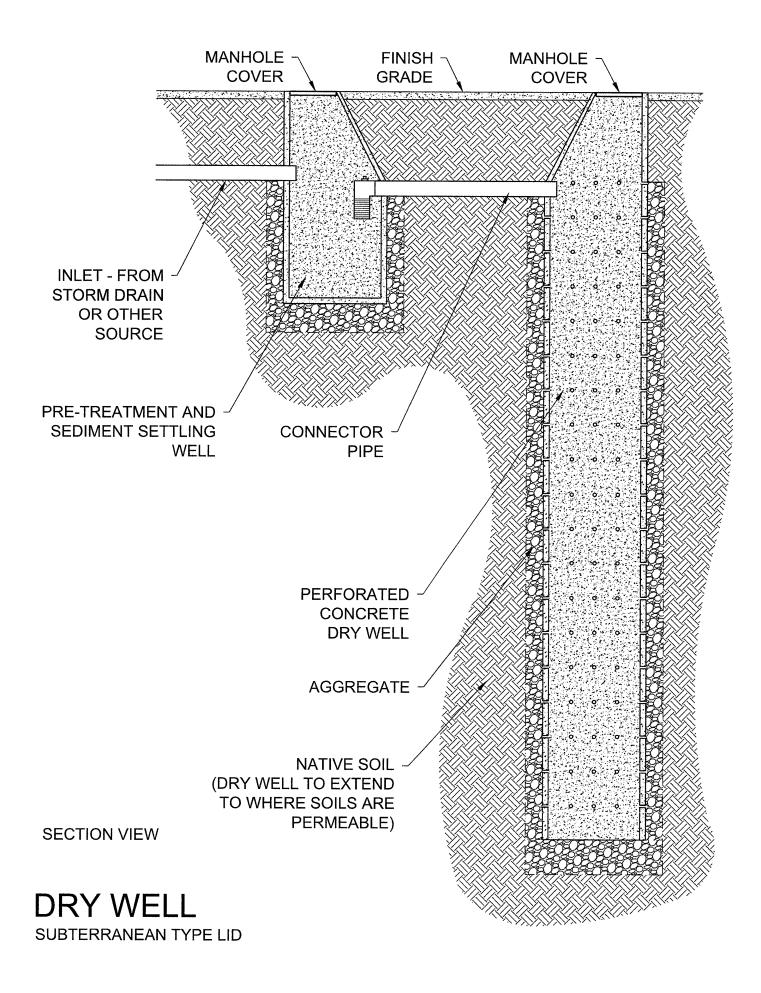
CURBSIDE INFILTRATION UNITS





INFILTRATION STORAGE GALLERY

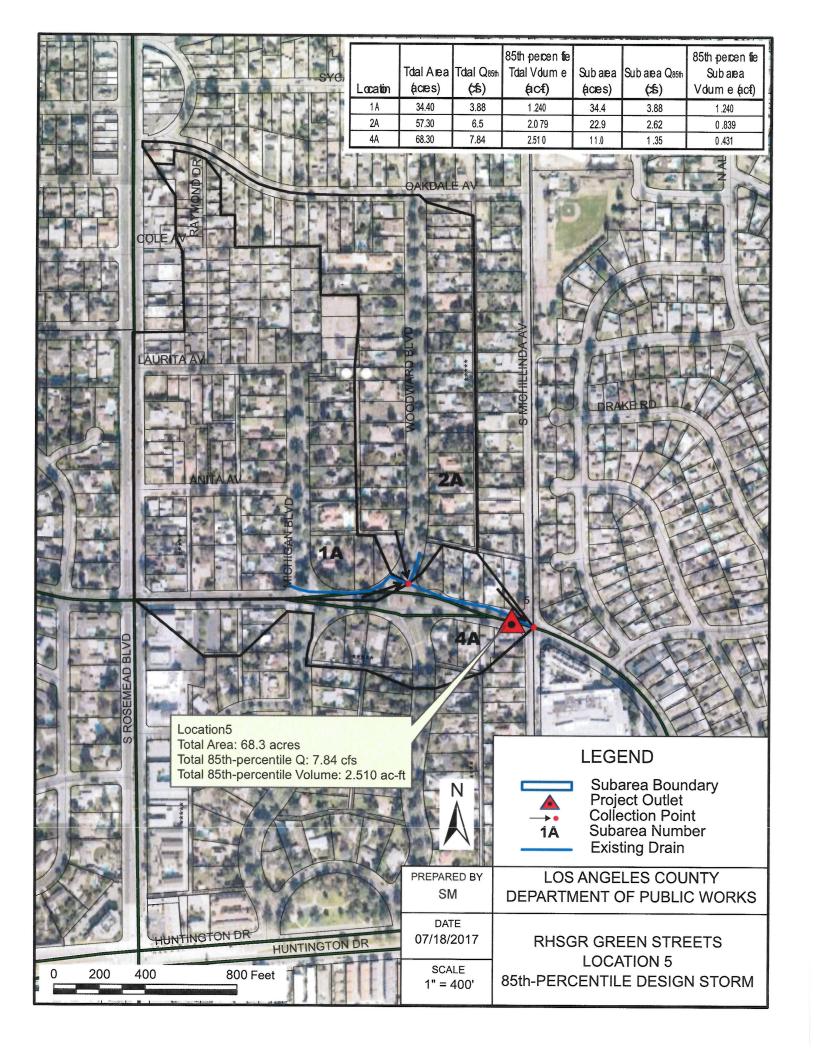
SUBTERRANEAN TYPE LID



ATTACHMENT III

HYDROLOGY

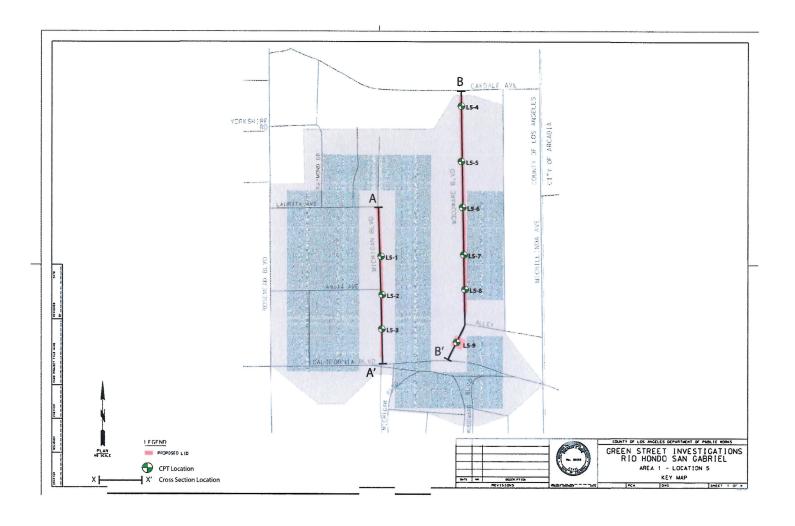


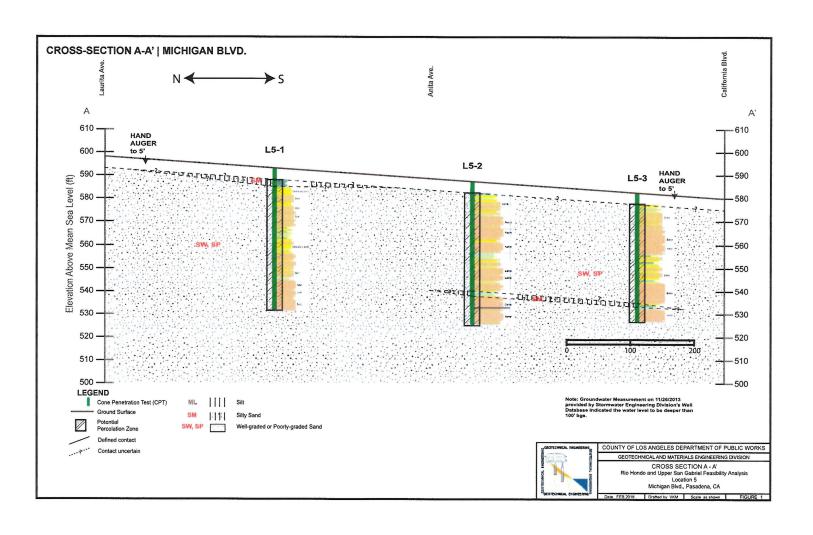


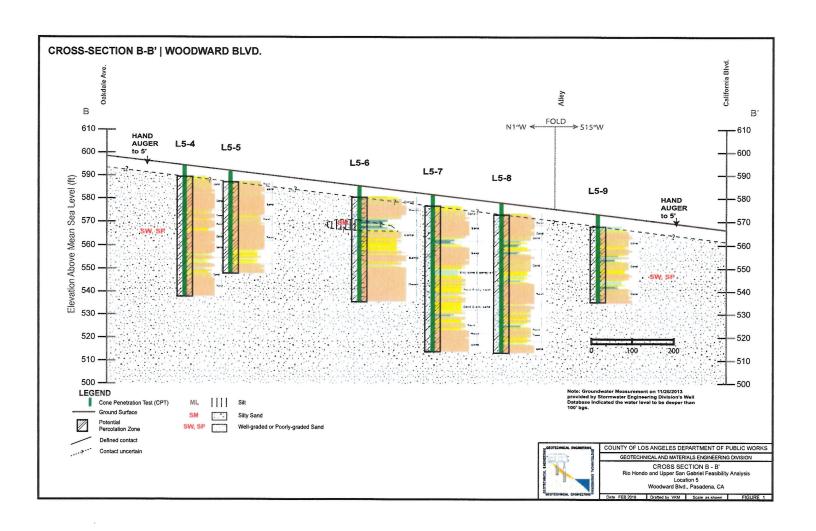
ATTACHMENT IV

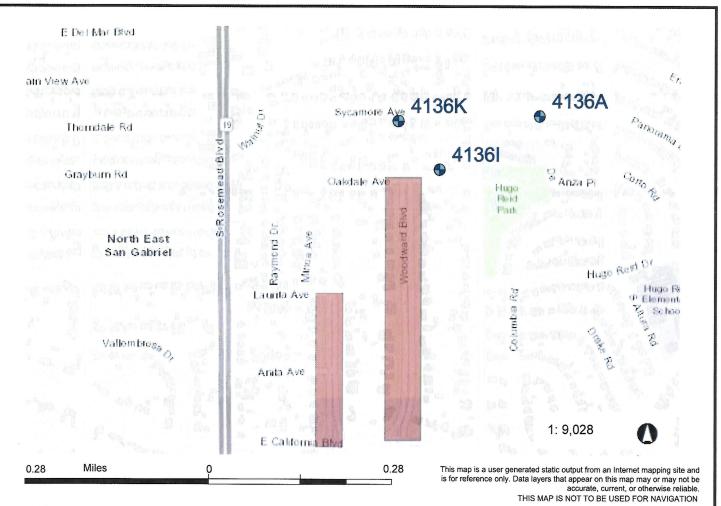
CONE PENETRATION TEST RESULTS











WGS_1984_Web_Mercator_Auxiliary_Sphere © Latitude Geographics Group Ltd.



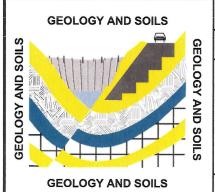
LEGEND



Groundwater Monitoring Well LACDPW SWED Database



Location 5



LOS ANGELES COUNTY DEPARTMENT OF PUBLIC WORKS

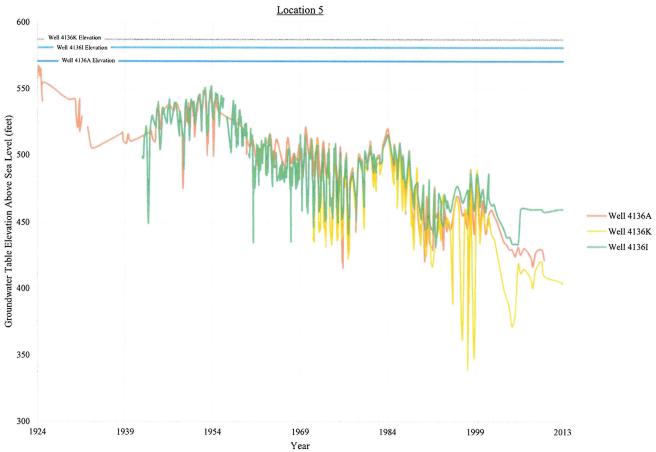
GEOTECHNICAL AND MATERIALS ENGINEERING DIVISION

Groundwater Monitoring Well Locations

Location 5 Pasadena, CA

Date: May 2018 | Drafted by: VM | Scale: As Shown | FIGURE 1

Rio Hondo Groundwater Elevation LACSW Monitoring Wells



ATTACHMENT V

PRELIMINARY ENVIRONMENTAL SITE SCREENING RESULTS



December 19, 2017

TO:

Hector J. Bordas Design Division

Attention Josafat Flores

FROM:

Greg Kelley Greg Kelley

Geotechnical and Materials Engineering Division

PRELIMINARY ENVIRONMENTAL SITE SCREENING
GREEN STREET INVESTIGATIONS RIO HONDO/SAN GABRIEL RIVERS
AREA 1 LOCATION 5, UNINCORPORATED CHAPMAN WOODS COMMUNITY
PROJECT ID DES0002991 (PROJECT NO. F21816I26G)

In response to your request dated June 20, 2017, and your September 25, 2017, e-mail clarification, a Preliminary Environmental Site Screening (PESS) was completed for the subject project. It is our understanding that the project scope is for the siting of various Low Impact Development (LID) features, including bioswales and drywells. Our PESS included a site reconnaissance, review of aerial photographs and topographic maps, and searches of publicly available regulatory databases.

Based on available information, the site conditions observed, and the proposed scope of work, the results of our screening did not identify environmental conditions affecting the subject project. At this time, no further assessment is warranted.

Note that our preliminary screening of the site conditions does not preclude that contamination may exist in subsurface soils at the site in areas that have not been identified as environmental concerns because: (1) contamination releases may not have been reported to the authorities, (2) contamination releases were not known to have occurred, or (3) data gaps exist in the referenced databases, historical photographs, or maps. There is also the possibility that site contamination may occur subsequent to our review. Additionally, if impacted soils are encountered during construction, the project contractor should implement proper health and safety measures and appropriate contaminated material handling and disposal procedures. This PESS is generally considered applicable for a period of 180 days from the date of this memorandum and is recommended to be updated thereafter as needed.

If you have any questions regarding this matter, please contact Phuong Schmit-Kallas or Gregory Sena at Extension 4923. To provide feedback on our services please access http://dpw.lacounty.gov/go/gmedsurvey to complete a Customer Service Survey.

PSK:GS:kW p:\gmepub\secretarial\geoinv\pess\2017\hondo-gabriel area 1 location 5 docx

cc: Construction (Enriquez) Design (Davis, Fung, Wu)

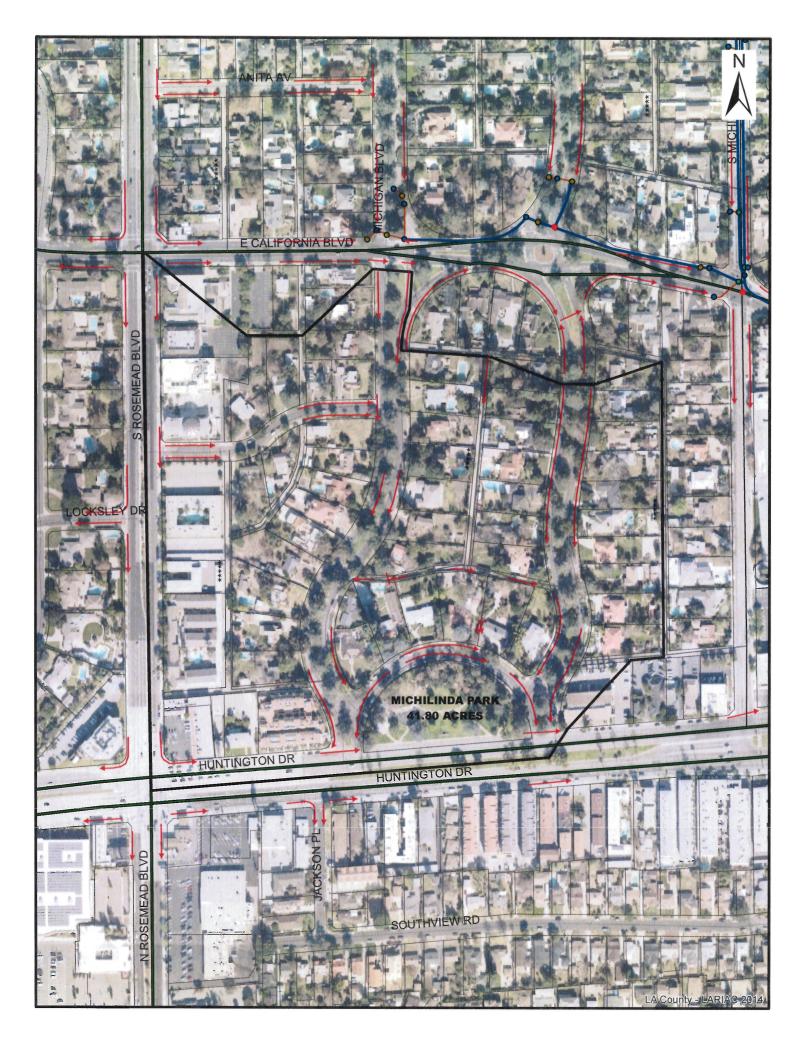


EXHIBIT C

RIO HONDO/SAN GABRIEL RIVER WATERSHED QUALITY GROUP WMP RESPONSIBLE AGENCIES REPRESENTATIVES

City of Arcadia

11800 Goldring Rd. Arcadia, CA 91066

Representative: Vanessa Hevener E-mail: vhevener@ArcadiaCA.gov

Phone: (626) 254-2712

City of Duarte

1600 Huntington Drive Duarte, CA 91010

Representative: Amanda Hamilton E-mail: AHamilton@accessduarte.com

Phone: (626) 357-7931

City of Sierra Madre

232 W. Sierra Madre Blvd Sierra Madre, CA 91024

Representative: James Carlson

E-mail:

JCarlson@cityofsierramadre.com Phone: (626) 355-7135 ext. 803

City of Bradbury

600 Winston Ave. Bradbury, CA 91008

Representative: Kevin Kearney

E-mail: KKearney@cityofbradbury.org

Phone: (626) 358-3218

City of Monrovia

600 S. Mountain Ave. Monrovia, CA 91016

Representative: Alex Tachiki

E-mail: ATachikit@ci.monrovia.ca.us

Phone: (626) 932-5553

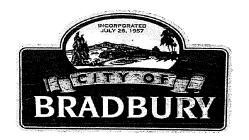
County of Los Angeles

Los Angeles County Public Works Stormwater Quality Division, 11th Floor 900 South Fremont Avenue Alhambra, CA 91803-1331

Representative: Mark Lombos

E-mail: mlombos@dpw.lacounty.gov

Phone: (626) 458-7143



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:

May 19, 2020

SUBJECT:

Fiscal Year 2018-2019 Annual Financial Audit Report

ATTACHMENT: 1) FY 2018-19 Audit Report

SUMMARY

As required by local and State law, the City of Bradbury must complete an annual audit of its financial activities. The Pun Group has completed its independent audit of the City's general-purpose financial statements for fiscal year 2019-19, and the City Treasurer has been sent the report. It is recommended the City Council receive and file the Annual Financial Report as presented.

ANALYSIS

The Pun Group Accountants & Advisors have prepared the annual independent auditor's report and general-purpose financial statement for the fiscal year ending June 30, 2019. The work was completed in accordance with generally accepted auditing standards; Government Auditing Standards, issued by the Comptroller General of the United States.

It was determined that the statements present fairly in all material respects the financial position of the City of Bradbury and that they are in conformity with the generally accepted accounting principals. With regard to internal controls over financial reporting, the independent auditors noted no matters that they would consider to be a material weakness.

The City Council's approval and acceptance of the Fiscal Year 2018-19 audited financial report is needed to remain in compliance with local, State and Federal law.

FINANCIAL REVIEW

There is no financial impact in accepting this report.

STAFF RECOMMENDATION

It is recommended the City Council receive and file the Annual Financial Audit Report as presented.

ATTACHMENT # 1

City of Bradbury

Bradbury, California

Independent Auditors' Reports and Basic Financial Statements

For the Year Ended June 30, 2019



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City of Bradbury Basic Financial Statements For the Year Ended June 30, 2019

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City of Bradbury Basic Financial Statements For the Year Ended June 30, 2019

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INDEPENDENT AUDITORS' REPORT

To the Honorable Mayor and Members of the City Council of the City of Bradbury
Bradbury, California

Report on the Financial Statements

We have audited the accompanying financial statements of the governmental activities, each major fund, and the aggregate remaining fund information of the City of Bradbury, California (the "City"), as of and for the year ended June 30, 2019, and the related notes to the financial statements, which collectively comprise the City's basic financial statements as listed in the table of contents.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

Auditors' Responsibility

Our responsibility is to express opinions on these financial statements based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the City's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the City's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinions.

To the Honorable Mayor and Members of the City Council of the City of Bradbury
Bradbury, California
Page 2

Opinions

In our opinion, the financial statements referred to above present fairly, in all material respects, the respective financial position of the governmental activities, each major fund, and the aggregate remaining fund information of the City as of June 30, 2019, and the respective changes in financial position for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Other Matters

Required Supplementary Information

Accounting principles generally accepted in the United States of America, require that the Budgetary Comparison Schedules, the Schedules of the City's Proportionate Share of the Net Pension Liabilities and Related Ratios, and the Schedule of the City's Contributions - Pensions on pages 47 through 55 be presented to supplement the basic financial statements. Such information, although not a part of the basic financial statements, is required by Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. We have applied certain limited procedures to the Required Supplementary Information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

Management has omitted the Management's Discussion and Analysis ("MD&A") that accounting principles generally accepted in the United States of America required to be presented to supplement the basic financial statements. Such missing information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board, who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. Our opinion on the basic financial statements is not affected by this missing information.

Other Information

Our audit was conducted for the purpose of forming opinions on the financial statements that collectively comprise the City's basic financial statements. The Combining and Individual Nonmajor Fund Financial Statements are presented for purposes of additional analysis and are not a required part of the basic financial statements.

The Combining and Individual Nonmajor Fund Financial Statements are the responsibility of management and were derived from and relate directly to the underlying accounting and other records used to prepare the basic financial statements. Such information has been subjected to the auditing procedures applied in the audit of the basic financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the basic financial statements or to the basic financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the Combining and Individual Nonmajor Fund Financial Statements are fairly stated in all material respects, in relation to the basic financial statements as a whole.

To the Honorable Mayor and Members of the City Council of the City of Bradbury
Bradbury, California
Page 3

The Ren Group, UP

Other Reporting Required by Government Auditing Standards

In accordance with Government Auditing Standards, we have also issued our report dated April 9, 2020, on our consideration of the City's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is solely to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the City's internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with Government Auditing Standards in considering the City's internal control over financial reporting and compliance.

Santa Ana, California

April 9, 2020

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REPORT ON INTERNAL CONTROL OVER FINANCIAL REPORTING AND ON COMPLIANCE AND OTHER MATTERS BASED ON AN AUDIT OF FINANCIAL STATEMENTS PERFORMED IN ACCORDANCE WITH GOVERNMENT AUDITING STANDARDS

Independent Auditors' Report

To the Honorable Mayor and Members of the City Council of the City of Bradbury
Bradbury, California

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the financial statements of the governmental activities, each major fund, and the aggregate remaining fund information of the City of Bradbury, California (the "City"), as of and for the year ended June 30, 2019, and the related notes to the financial statements, which collectively comprise the City's basic financial statements, and have issued our report thereon dated April 9, 2020.

Internal Control Over Financial Reporting

In planning and performing our audit of the financial statements, we considered the City's internal control over financial reporting (internal control) to determine the audit procedures that are appropriate in the circumstances for the purpose of expressing our opinions on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the City's internal control. Accordingly, we do not express an opinion on the effectiveness of the City's internal control.

A deficiency in internal control exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatements on a timely basis. A material weakness is a deficiency, or a combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the City's financial statements will not be prevented, or detected and corrected, on a timely basis. A significant deficiency is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

Compliance and Other Matters

As part of obtaining reasonable assurance about whether the City's financial statements are free from material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the determination of financial statement amounts. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

To the Honorable Mayor and Members of the City Council of the City of Bradbury
Bradbury, California
Page 2

Purpose of this Report

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the City's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the City's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

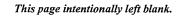
Santa Ana, California

April 9, 2020

BASIC FINANCIAL STATEMENTS

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GOVERNMENT-WIDE FINANCIAL STATEMENTS



City of Bradbury Statement of Net Position June 30, 2019

	Governmental Activities
ASSETS	***************************************
Current assets:	
Cash and investments	\$ 5,161,674
Accounts receivable	158,961
Taxes receivable	16,452
Interest receivable	21,396
Prepaid items	13,434
Total current assets	5,371,917
Noncurrent assets:	
Capital assets:	
Nondepreciable	178,453
Depreciable, net	2,829,214
Total capital assets	3,007,667
Total noncurrent assets	3,007,667
Total assets	8,379,584
DEFERRED OUTFLOWS OF RESOURCES	
Pension related deferred outflows of resources	94,594
Total deferred outflows of resources	94,594
LIABILITIES	
Current liabilities:	
Accounts payable and accrued liabilities	459,495
Deposits	19,402
Unearned revenue	156,465
Net pension liability	67,418
Total current liabilities	702,780
Total liabilities	702,780
DEFERRED INFLOWS OF RESOURCES	
Pension related deferred inflows of resources	61,053
Total deferred inflows of resources	61,053
NET POSITION	
Investment in capital assets	3,007,667
Restricted	148,565
Unrestricted	4,554,113
Total net position	\$ 7,710,345

City of Bradbury Statement of Activities For the Year Ended June 30, 2019

				Program Revenues						(Expense)
					Operating Capital		oital	Revenue and		
			Charges for		Grants and		Grants and		Changes in	
Functions/Programs	Expenses		Services		Contributions		Contributions		Net Position	
Governmental activities:	<u> </u>									
General government	\$	929,468	\$	672,854	\$	_	\$	-	\$	(256,614)
Public safety		223,385		-		89,900		-		(133,485)
Public works		444,359		-		166,071		-		(278,288)
Parks and recreation		71,902		-		-				(71,902)
Total governmental activities	\$	1,669,114	\$	672,854	\$	255,971	\$	-		(740,289)
			Fr Ut M Bı	les taxes anchise taxes ility user taxes otor vehicle in usines license se of money ar	lieu	rtv				1,962 118,471 36 137,540 40,611 88,179
				iscellaneous		•				6,283
				Total gener	al rever	iues				911,497
				Changes in	net pos	ition				171,208
				Net Position Beginning						7,539,137
				End of ye	ar				\$	7,710,345

GOVERNMENTAL FUND FINANCIAL STATEMENTS

City of Bradbury Balance Sheet

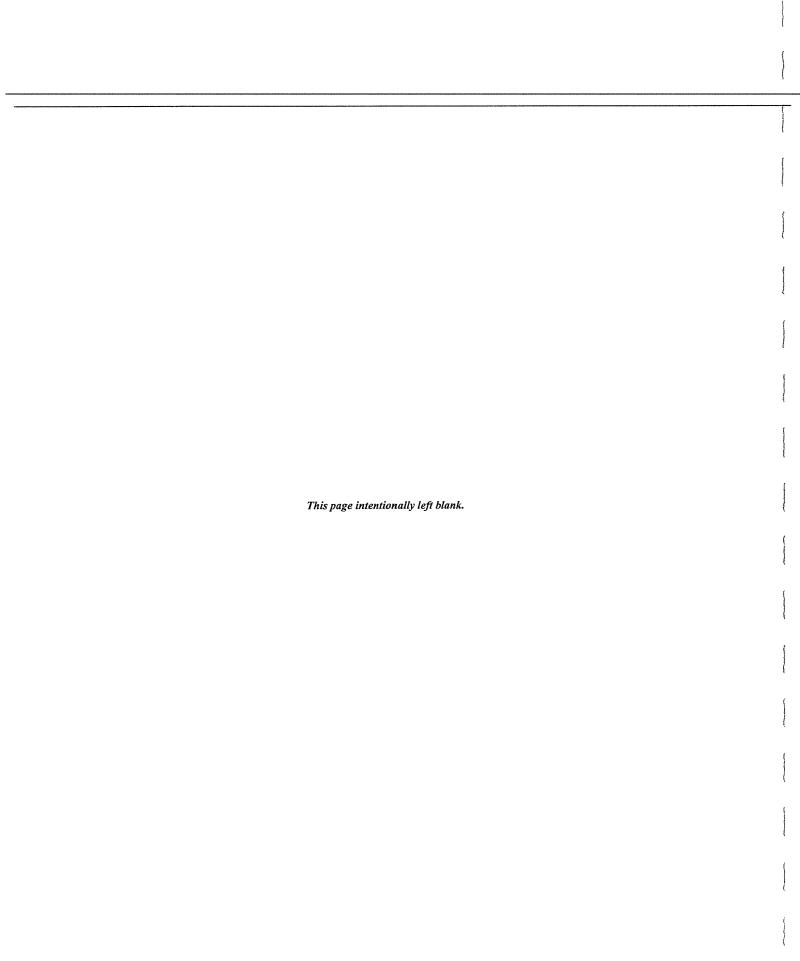
Balance Sheet Governmental Funds

June 30, 2019

	Major Funds										
		General	Special Revenue Funds								
		Fund	Sewer		Utility Users Tax		COPS				
ASSETS					***************************************		-	***************************************			
Cash and investments	\$	3,232,418	\$	587,753	\$	761,035	\$	192,703			
Accounts receivable		158,961		, -		-	•				
Taxes receivable		8,715		_		_		-			
Interest receivable		13,525		2,401		3,113		790			
Prepaid items		13,434		-		, <u>.</u>		-			
Due from other funds		413		-		-		-			
Total assets	\$	3,427,466	\$	590,154	\$	764,148	\$	193,493			
LIABILITIES, DEFERRED INFLOWS OF RESOURCES AND FUND BALANCES						·					
Liabilities:											
Accounts payable and accrued liabilities	\$	78,462	\$	95,694	\$	220	\$	_			
Deposits		19,402		· -	-		•	_			
Unearned revenues		-		_		-		145,518			
Due to other funds		-		_		-		· -			
Total liabilities		97,864		95,694		220		145,518			
Deferred Inflows of Resources:											
Unavailable revenue		149,408		-		-		_			
Total deferred inflows of resources	Communication	149,408		-		-		-			
Fund Balances:											
Nonspendable		13,434		-		-		-			
Restricted		-		-		-		47,975			
Committed		-		494,460		763,928		-			
Assigned		1,000,000		-		-		-			
Unassigned		2,166,760		-		-					
Total fund balances	*******************************	3,180,194		494,460		763,928		47,975			
Total liabilities, deferred inflows	\$	3,427,466	\$	590,154	\$	764,148	\$	193,493			

City of Bradbury Balance Sheet (Continued) Governmental Funds June 30, 2019

	M	ajor Fund	N	Nonmajor	Total	
	Special	Governmental		Governmental		
		Gas Tax		Funds	Westerline Constitution Constit	Funds
ASSETS						
Cash and investments	\$	105,110	\$	282,655	\$	5,161,674
Accounts receivable		-		-		158,961
Taxes receivable		2,347		5,390		16,452
Interest receivable		440		1,127		21,396
Prepaid items		-		-		13,434
Due from other funds						413
Total assets	\$	107,897	\$	289,172	\$	5,372,330
LIABILITIES, DEFERRED INFLOWS						
OF RESOURCES AND FUND BALANCES						
Liabilities:				100.500	•	150 105
Accounts payable and accrued liabilities	\$	102,391	\$	182,728	\$	459,495
Deposits		-		10,947		19,402 156,465
Unearned revenues Due to other funds		-		413		413
		100 201			***************************************	
Total liabilities		102,391		194,088		635,775
Deferred Inflows of Resources:						
Unavailable revenue	**************************************	_		_		149,408
Total deferred inflows of resources		-		_		149,408
Fund Balances:						12.424
Developed		5,506		95,084		13,434 148,565
Restricted Committed		3,300		93,064		1,258,388
Commuca				_		1,000,000
Unassigned		-		-		2,166,760
Total fund balances	**************************************	5,506	,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,	95,084		4,587,147
Total liabilities, deferred inflows	\$	107,897	\$	289,172	\$	5,372,330
of resources and fund balances		,				



City of Bradbury Reconciliation of the Governmental Funds Balance Sheet to the Government-Wide Statement of Net Position June 30, 2019

Total Fund Balances - Total Governmental Funds	\$ 4,587,147
Amounts reported for governmental activities in the government-wide statement of net position were different because:	
Capital assets used in governmental activities were not financial resources and therefore, were not reported in governmental funds.	
Capital assets, nondepreciable \$ 178,453 Capital assets, net of accumulated depreciation \$ 2,829,214	3,007,667
Net pension liabilities and the related deferred outflows of resources and deferred inflows of resources are not due and payable in the current period or not available for current expenditures and are not reported in the governmental fund financial statements:	
Pension related deferred outflows of resources Net pension liability Pension related deferred inflows of resources	94,594 (67,418) (61,053)
Revenue reported as unavailable revenue in the governmental funds when it is not received soon enough after year- end for current expenditures. The availability criteria does not apply to the Government-Wide Financial Statements and, therefore, the revenue is recognized when eligibility requirements are met and earned.	 149,408
Net Position of Governmental Activities	\$ 7,710,345

City of Bradbury Statement of Revenues, Expenditures, and Changes in Fund Balances Governmental Funds

For the Year Ended June 30, 2019

				Major	Funds			
	General Sp		Special	pecial Revenue Funds				
	Fund		Sewer		Utility Users Tax		COPS	
REVENUES:					***************************************			
Taxes	\$	776,387	\$	-	\$	36	\$	-
Licenses and permits		233,349		-		_		-
Use of money and property		72,082		13,902		16,097		3,680
Intergovernmental		12,797		_		-		73,198
Charges for current services		480,468		-		-		-
Other revenue		10,751		-		<u>-</u>		_
Total revenues		1,585,834		13,902		16,133		76,878
EXPENDITURES:								
Current:								
General government		907,849		-		_		-
Public safety		150,187		_		-		73,198
Public works		· -		-		32,802		· -
Parks and recreation		71,902		-		-		-
Capital outlay		_		603,847		-		-
Total expenditures	-	1,129,938		603,847		32,802		73,198
REVENUES OVER (UNDER) EXPENDITURES		455,896		(589,945)		(16,669)	<u> </u>	3,680
OTHER FINANCING SOURCES (USES):								
Transfers in		-		-		-		-
Transfers out		-				-		
Total other financing sources (uses)		_		_		-		-
Net change in fund balances		455,896		(589,945)		(16,669)		3,680
FUND BALANCES:								
Beginning of year	****	2,724,298		1,084,405		780,597		44,295
End of year	\$	3,180,194	\$	494,460	\$	763,928	\$	47,975

City of Bradbury Statement of Revenues, Expenditures, and Changes in Fund Balances (Continued) Governmental Funds

For the Year Ended June 30, 2019

	Major Fund Special Revenue Fund	Nonmajor Governmental	Total Governmental
	Gas Tax Fund	Funds	Funds
REVENUES:	Gas Tax Tund	Tunus	Tuilds
Taxes	\$ -	\$ -	e 776 400
Licenses and permits	.	5 -	\$ 776,423 233,349
Use of money and property	2,313	5,438	113,512
Intergovernmental	27,316	117,327	230,638
Charges for current services	27,510	117,527	480,468
Other revenue	_	_	10,751
Total revenues	29,629	122,765	1,845,141
EXPENDITURES:			
Current:			
General government	_	_	907,849
Public safety	-	_	223,385
Public works	133,120	234,998	400,920
Parks and recreation	-	-	71,902
Capital outlay	-		603,847
Total expenditures	133,120	234,998	2,207,903
REVENUES OVER (UNDER) EXPENDITURES	(103,491)	(112,233)	(362,762)
OTHER FINANCING SOURCES (USES):			
Transfers in	-	6,623	6,623
Transfers out	(6,623)		(6,623)
Total other financing sources (uses)	(6,623)	6,623	_
Net change in fund balances	(110,114)	(105,610)	(362,762)
FUND BALANCES:			
Beginning of year	115,620	200,694	4,949,909
End of year	\$ 5,506	\$ 95,084	\$ 4,587,147

City of Bradbury

Reconciliation of the Governmental Funds Statement of Revenues, Expenditures, and Changes in Fund Balances to the Government-Wide Statement of Activities For the Year Ended June 30, 2019

Net Change in Fund Balances - Total Governmental Funds:	\$ (362,762)
Amounts reported for governmental activities in the statement of activities are different because:	
Capital assets used in governmental activities are not financial resources and therefore are not reported in governmental funds:	
Capital outlay Depreciation	603,847 (67,983)
Certain pension expenses reported in the Statement of Activities do not require the use of current financial resources and, therefore, are not reported as expenditures in governmental funds, net of contribution made after measurement date in the amount of \$17,974.	2,926
Revenues reported as unavailable revenue in the governmental funds and recognized as revenue in the Statement of Activities.	 (4,820)
hange in Net Position of Governmental Activities	\$ 171,208

NOTES TO THE BASIC FINANCIAL STATEMENTS

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Note 1 – Reporting Entity

The City of Bradbury, California (the "City"), was incorporated on July 26, 1957. The City provides a broad range of services to its citizens, including general government, public safety, streets, sanitation, and parks and recreation. Many of the municipal governmental functions of the City are provided by special districts. Examples of some of these special districts, which usually encompass areas larger than the City itself, are the Fire Protection District, the Library District, the Sewer Maintenance District and the County Flood Control District. Certain other governmental functions are paid for by the City, but performed by Los Angeles County departments under contract. Some of the contracts now in effect are for police protection, street maintenance, and tax collection services.

The City is a general law city operating under the City Council/City Manager form of government. The financial reporting entity of the City is comprised of various funds. The accompanying financial statements include those of the City and contain only the funds of the City.

In evaluating how to define the City for financial reporting purposes, management has considered all potential component units. The primary criteria for including a potential component unit within the reporting entity are the governing body's financial accountability and a financial benefit or burden relationship and whether it is misleading to exclude. A primary government is financially accountable and shares a financial benefit or burden relationship, if it appoints a voting majority of an organization's governing body and it is able to impose its will on the organization, or if there is a potential for the organization to provide specific financial benefits to, or impose specific financial burdens on the primary government. A primary government may also be financially accountable if an organization is fiscally dependent on the primary government regardless of whether the organization has a separately elected governing board, a governing board appointed by a higher level of government, or a jointly appointed board, and there is a potential for the organization to provide specific financial benefits to, or impose specific financial burdens on the primary government.

There are no component units for the City that meet the criteria for blended presentation.

Note 2 – Summary of Significant Accounting Policies

A. Basis of Presentation

The basic financial statements of the City have been prepared in accordance with accounting principles generally accepted in the United States of America ("U.S. GAAP") as applied to governmental agencies. The Governmental Accounting Standards Board ("GASB") is the accepted standard setting body for establishing governmental accounting and financial reporting principles.

B. Measurement Focus, Basis of Accounting, and Financial Statements Presentation

The accounts of the City are organized on the basis of funds, each of which is considered a separate accounting entity. The operations of each fund are accounted for in a separate set of self-balancing accounts that comprise its assets, liabilities, fund equity, revenues, and expenditures. City resources are allocated to account for in individual funds based upon the purpose for which they are to be spent and the means by which spending activities are controlled.

Government-Wide Financial Statements

The City's government-wide financial statements include a statement of net position and a statement of activities. These statements present summaries of governmental activities for the City. The City does not have any business-type activities; therefore, only governmental activities are reported.

Note 2 – Summary of Significant Accounting Policies (Continued)

B. Measurement Focus, Basis of Accounting, and Financial Statements Presentation (Continued)

Government-Wide Financial Statements (Continued)

The government-wide financial statements are presented on an "economic resources" measurement focus and the accrual basis of accounting. Accordingly, all of the City's assets and liabilities are included in the accompanying statement of net position. The statement of activities presents changes in net position. Under the accrual basis of accounting, revenues are recognized in the period in which they are earned, while expenses are recognized in the period in which the liability is incurred.

Certain types of transactions are reported as program revenues for the City in three categories: (1) charges for services, (2) operating grants and contributions, and (3) capital grants and contributions.

Certain eliminations have been made in regards to interfund activities, payables, and receivables. The transfers in and out, and due to due from other funds activities have been eliminated.

Governmental Fund Financial Statements

Governmental fund financial statements include a balance sheet and a statement of revenues, expenditures, and changes in fund balances for all major governmental funds and nonmajor funds in aggregate. An accompanying schedule is presented to reconcile and explain the differences in net position as presented in these statements to the net position presented in the government-wide financial statements. The City has presented all major funds that met the qualifications for major fund reporting.

All governmental funds are accounted for on a spending or "current financial resources" measurement focus and the modified accrual basis of accounting. Accordingly, only current assets and current liabilities are included on the balance sheets. The statement of revenues, expenditures, and changes in fund balance presents increases (revenues and other financing sources) and decreases (expenditures and other financing uses) in net current assets. Under the modified accrual basis of accounting, revenues are recognized in the accounting period in which they become both measurable and available to finance expenditures of the current period.

Revenues are recognized as soon as they are both "measurable" and "available". Revenues are considered to be available when they are collectible within the current period as soon enough thereafter to pay liabilities of the current period. For this purpose, the City considers revenues to be available if they are collected within 60 days of the end of the current fiscal period. The primary revenue sources, which have been treated as susceptible to accrual by the City, are property taxes, sales tax, intergovernmental revenues, other taxes, and grant revenues. Expenditures are recorded in the accounting period in which the related fund liability is incurred.

The reconciliations of the Fund Financial Statements to the Government-Wide Financial Statements are presented to explain the differences.

The City reports the following major governmental funds:

General Fund is the general operating fund of the City. All general tax revenues and other receipts not allocated by law or contractual agreement to other funds are accounted for in this fund. Expenditures of this fund include general operating costs not paid through other funds. The General Fund is used to account for all activities of the City not accounted for in some other fund.

Note 2 – Summary of Significant Accounting Policies (Continued)

B. Measurement Focus, Basis of Accounting, and Financial Statements Presentation (Continued)

Governmental Fund Financial Statements (Continued)

Sewer Special Revenue Fund is used to account for assessments collected and projects funded with the assessments.

Utility Users Tax Special Revenue Fund is used to record the receipt and disbursement of funds received from the utility users tax assessed by the City. When it was approved by voters, it was specified to be separated into its own fund for the purpose of complying with the Clean Water Act. The fund is used to preserve the City's essential municipal services, maintain a safe and quality community and meet the obligations for State and Federal Mandates.

Citizens' Option for Public Safety (COPS) Special Revenue Fund – is used to account for the receipt and disbursement of funds allocated by the State of California and must be used for front line law enforcement expenditures.

Gas Tax Special Revenue Fund – is used to account for the receipt and disbursement of gas tax subventions from the State of California. Cities are allocated a share of the revenues derived by the State from taxes on gasoline, which must be spent on construction, improvement and maintenance of public streets and street engineering services.

C. Cash and Investments

Investments are reported in the accompanying balance sheet at fair value.

Changes in fair value that occur during a fiscal year are recognized as investment income reported for that fiscal year. Investment income includes interest earnings, changes in fair value, and any gains or losses realized upon the liquidation, maturity, or sale of investments.

The City pools cash investments of all funds. Each fund's share in this pool is displayed in the accompanying financial statements as cash and investments. Investment income earned from pooled investments is allocated to those various funds based on each fund's average cash and investment balance.

Certain disclosure requirements, if applicable, for deposits and investment risks in the following areas:

- > Interest Rate Risk
- Credit Risk
 - o Overall
 - o Custodial Credit Risk
 - o Concentration of Credit Risk
- Foreign Currency Risk

In addition, other disclosures are specified including use of certain methods to present deposits and investments, highly sensitive investments, credit quality at year-end and other disclosures.

Note 2 – Summary of Significant Accounting Policies (Continued)

D. Fair Value Measurement

U.S. GAAP defines fair value, establishes a framework for measuring fair value and establishes disclosures about fair value measurement. Investments, unless otherwise specified, recorded at fair value in the financial statements, are categorized based upon the level of judgment associated with the inputs used to measure their fair value.

Levels of inputs are as follows:

The three levels of the fair value measurement hierarchy are described below:

- ➤ Level 1 Inputs are unadjusted, quoted prices for identical assets and liabilities in active markets at the measurement date.
- ➤ Level 2 Inputs, other than quoted prices included in Level 1 that are observable for the assets and liabilities through corroboration with market data at the measurement date.
- ➤ Level 3 Unobservable inputs that reflect management's best estimate of what market participants would use in pricing the assets and liabilities at the measurement date.

E. Receivables

Receivables include such items as taxes, intergovernmental revenues, charges for services, miscellaneous accounts receivable, and interest receivable. No allowance for doubtful accounts has been established, as the City believes all amounts are considered to be collectible in the normal course of business.

F. Capital Assets

Capital assets are valued at historical cost or estimated historical cost if actual historical cost was not available. The City's capitalization policy is \$5,000 and above for machinery and equipment; \$10,000 and above for building improvements; \$20,000 and above for buildings; and \$50,000 and above for infrastructure assets. Capital assets are depreciated on a straight-line basis over their estimated useful lives as follows:

Machinery and Equipments	7-10 Years
Roadways - Pavement	25 Years
Roadways - Signs	10 Years
Sewer - Existing Pipe	75 Years
Fence	50 Years
Buildings	50 Years
Curbs and Gutters	100 Years
Bridge	75 Years

G. Interfund Activity

Activity between funds that are representative of lending/borrowing arrangements outstanding at the end of the fiscal year are referred to as either "due to/from other funds" (i.e., the current portion of interfund loans) or "advances to/from other funds" (i.e., the non-current portion of interfund loans).

H. Compensated Absences

The City accrues accumulated unpaid vacation and sick leave and associated employee-related costs when earned (or estimated to be earned) by the employee. All full-time employees accrue vacation leave according to their years of service. Unused sick days are forfeited at termination or resignation; therefore, there is no liability for sick leaves at June 30, 2019.

Note 2 – Summary of Significant Accounting Policies (Continued)

I. Pensions

For purposes of measuring the net pension liability, deferred outflows of resources and deferred inflows of resources related to pensions, and pension expense, information about the fiduciary net position of the plans and additions to/deductions from the plans' fiduciary net position have been determined on the same basis as they are reported by the plans. For this purpose, benefit payments (including refunds of employee contributions) are recognized when due and payable in accordance with benefit terms. Investments are reported at fair value.

The following timeframes are used for pension reporting:

Valuation Date	June 30, 2017
Measurement Date	June 30, 2018
Measurement Period	July 1, 2017 to June 30, 2018

Gains and losses related to changes in total pension liability and fiduciary net position are recognized in pension expense systematically over time. The first amortized amounts are recognized in pension expense for the year the gain or loss occurs. The remaining amounts are categorized as deferred outflows and deferred inflows of resources related to pensions and are to be recognized in future pension expense. The amortization period differs depending on the source of the gain or loss. The difference between projected and actual earnings is amortized straight-line over 5 years. All other amounts are amortized straight-line over the average expected remaining service lives of all members that are provided with benefits (active, inactive, and retired) as of the beginning of the measurement period.

J. Deferred Outflows / Inflows of Resources

The statement of net position reports separate sections for Deferred Outflows of Resources and Deferred Inflows of Resources, when applicable.

<u>Deferred Outflows of Resources</u> represent outflows of resources (consumption of net position) that apply to future periods and that, therefore, will not be recognized as an expense until that time.

<u>Deferred Inflows of Resources</u> represent inflows of resources (acquisition of net position) that apply to future periods and that, therefore, are not recognized as a revenue until that time.

K. Fund Balances

In the governmental fund financial statements, fund balances are classified as follows:

<u>Nonspendable</u> – This amount indicates the portion of fund balance which cannot be spent because they are either not in spendable form, such as prepaid items, inventories or loans receivable, or legally or contractually required to be maintained intact, such as the principal portion of an endowment.

<u>Restricted</u> – This amount indicates the portion of fund balance which has been restricted a) externally imposed by creditors (such as through debt covenants), grantors, contributors, or laws or regulations of other governments; or b) imposed by law through constitutional provisions or enabling legislation.

<u>Committed</u> – This amount indicates the portion of fund balance which can only be used for specific purposes pursuant to formal resolution or ordinance of the City Council. The City Council is considered the highest authority for the City. Adoption of a resolution by the City Council is required to commit resources or to rescind the commitment.

Note 2 - Summary of Significant Accounting Policies (Continued)

K. Fund Balances (Continued)

<u>Assigned</u> – This amount indicates the portion of fund balance which is constrained by the City's intent to be used for specific purposes, but is neither restricted nor committed. The City Manager is authorized by the City Council to determine and define the amount of assigned fund balance.

<u>Unassigned</u> – This amount indicates the portion of fund balance that does not fall into one of the above categories. This category is for any balances that have no restrictions placed upon them. The general fund is the only fund that reports a positive unassigned fund balance amount. In other governmental funds it is not appropriate to report a positive unassigned fund balance amount. However, in governmental funds other than the general fund, if expenditures incurred for specific purposes exceed the amounts that are restricted, committed, or assigned to those purposes, it may be necessary to report a negative unassigned fund balance in that fund.

When expenditures are incurred for purposes where only unrestricted fund balances are available, the City uses the unrestricted resources in the following order: committed, assigned, and unassigned.

L. Net Positions

In the government-wide financial statements, net position balances are classified as follows:

<u>Investment in Capital Assets</u> - This component of net position consists of capital assets, net of accumulated depreciation.

<u>Restricted</u> - This component of net position consists of restricted assets reduced by liabilities related to those assets.

<u>Unrestricted</u> – This component of net position is the amount of the assets, deferred outflows of resources, liabilities, and deferred inflows of resources that are not included in the determination of investment in capital assets or the restricted component of net position.

When expenses are incurred for purposes in which both restricted and unrestricted components of net position are available, the City's policy is to apply the restricted component of net position first.

M. Property Tax Revenues

Property taxes in California are levied in accordance with Article XIIIB of the State Constitution at one percent of county-wide assessed valuations. This one percent is allocated pursuant to state law to the appropriate units of local government. Property tax revenue is recognized in the fiscal year for which taxes have been levied, provided that the revenue is collected in the current period or will be collected within 60 days thereafter.

The following dates relate to property tax levies and collections:

Lien Date January 1
Levy Date July 1

Due Dates November 1 and February 1
Collection Dates December 10 and April 10

Note 2 - Summary of Significant Accounting Policies (Continued)

N. Use of Estimates

The preparation of the basic financial statements in accordance with U.S. GAAP requires management to make estimates and assumptions that affect certain reported amounts and disclosures. Accordingly, actual results could differ from those estimates.

Note 3 – Cash and Investments

Cash and investments as of June 30, 2019 consisted of the following:

Demand deposits	\$ 818,368
Petty cash	300
Investments with LAIF	3,356,006
Investments in certificates of deposit	 987,000
Total	\$ 5,161,674

A. Deposits

The carrying amount of the City's demand deposits was \$1,066,368 at June 30, 2019. The bank balances at that date were \$1,059,252, the total amount of which was collateralized or insured with accounts held by the pledging financial institutions in the City's name as discussed below.

The California Government Code requires California banks and savings and loan associations to secure the City's cash deposits by pledging securities as collateral. This Code states that collateral pledged in this manner shall have the effect of perfecting a security interest in such collateral superior to those of a general creditor. Thus, collateral for cash deposits is considered to be held in the City's name.

The market value of pledged securities must equal at least 110% of the City's cash deposits. California law also allows institutions to secure City's deposits by pledging first trust deed mortgage notes having a value of 150% of the City's total cash deposits. The City may waive collateral requirements for cash deposits, which are fully insured up to \$250,000 by the Federal Deposit Insurance Corporation ("FDIC"). The City, however, has not waived the collateralization requirements.

The City follows the practice of pooling cash and investments of all funds, except for funds required to be held by fiscal agents under the provisions of bond indentures, if applicable. Interest income earned on pooled cash and investments is allocated on an accounting period basis to the various funds based on the period-end cash and investment balances.

Note 3 - Cash and Investments (Continued)

B. Investments

Under the provisions of the City's investment policy and in accordance with Section 53601 of the California Government Code, the City may invest in the type of investments listed in the table below. The table also identifies certain provisions intended to limit the City's exposure to interest rate risk, credit risk, and concentration of credit risk.

Authorized Investment Type	Maximum Maturity	Maximum Percentage of Portfolio	Investment	
Local Agency Investment Fund	N/A	No Limit	\$	40,000,000
U.S. Government Obligations	5 Years	No Limit		No Limit
Certificates of Deposit	360 Days	No Limit		No Limit

C. Fair Value Measurement

At June 30, 2019, investments are reported at fair value. The following table presents the fair value measurement of investments on recurring basis and the levels within the fair value hierarchy in which the fair value measurements fall at June 30, 2019:

	Signi	ficant Other
	Obse	rvable Input
Investment Type	(Level 2)
Negotiable certificates of deposit	\$	987,000 (1)

⁽¹⁾ Price based on market prices from Intercontinental Exchange.

D. Risk Disclosures

<u>Interest Rate Risk</u> - As a means of limiting its exposure to fair value losses arising from rising interest rates, the City's investment policy limits investments to a maximum maturity of five years.

At June 30, 2019, the City had the following investment maturities:

investment Maturities (in Yo					rears)	
Amount	L	ess than 1		1 to 2		2 to 3
\$ 3,356,006	\$	3,356,006	\$	-	\$	-
987,000		248,000		247,000		492,000
\$ 4,343,006	\$	3,604,006	\$	247,000	\$	492,000
	\$ 3,356,006 987,000	\$ 3,356,006 \$ 987,000	Amount Less than 1 \$ 3,356,006 \$ 3,356,006 987,000 248,000	Amount Less than 1 \$ 3,356,006 \$ 3,356,006 \$ 987,000	Amount Less than 1 1 to 2 \$ 3,356,006 \$ 3,356,006 \$ - 987,000 248,000 247,000	\$ 3,356,006 \$ 3,356,006 \$ - \$ 987,000 248,000 247,000

Note 3 – Cash and Investments (Continued)

D. Risk Disclosures (Continued)

<u>Credit Risk</u> – State law limits investments in commercial paper and corporate bonds to the top two ratings issued by nationally recognized statistical rating organizations. It is the City's policy to limit its investments in these investment types to the top rating issued by Standard & Poor's and Moody's Investor Service. At June 30, 2019, the City's credit risks, expressed on a percentage basis, were as follows:

Credit Quality Distribution for Securities
with Credit Exposure as a Percentage of Total Investments

	M oody's	S&P's	% of Investments
	Credit	Credit	with Interest
Investment Type	Rating	Rating	Rate Risk
Local Agency Investment Fund	Not Rated	Not Rated	77.27%
Negotiable certificates of deposit	Not Rated	Not Rated	22.73%
Total			100.00%

<u>Custodial Risk</u> – For deposits, custodial credit risk is the risk that, in the event of the failure of a depository financial institution, the City will not be able to recover its deposits or will not be able to recover collateral securities that are in the possession of an outside party. For an investment, custodial credit risk is the risk that, in the event of the failure of the counterparty (e.g. broker-dealer), the City will not be able to recover the value of its investments or collateral securities that are in the possession of an outside party.

<u>Concentration of credit risk</u> – The City's investment policy does not allow for investments in any one institution that is in excess of 5% of the City's total portfolio, except for LAIF, where there is no limit. The City's certificates of deposit in the amount of \$987,000 represented 22.7% of total City investments.

E. Investment in Local Agency Investment Fund ("LAIF")

The City is a participant in LAIF, which is regulated by California Government Code Section 16429 under the oversight of the Treasurer of the State of California. The City's investments with LAIF at June 30, 2019 included a portion of the pool funds invested in Structured Notes and Asset-Backed Securities, which included the following:

<u>Structured Notes</u>: debt securities (other than asset-backed securities) whose cash flow characteristics (coupon rate, redemption amount, or stated maturity) depend upon one or more indices and/or that have embedded forwards or options.

<u>Asset-Backed Securities</u>: generally, mortgage-backed securities that entitle their purchasers to receive a share of the cash flows from a pool of assets such as principal and interest repayments from a pool of mortgages (for example, Collateralized Mortgage Obligations) or credit card receivables.

As of June 30, 2019, the City had \$3,356,006 invested in LAIF, which had invested 1.77% of the pool investment funds in Structured Notes and Asset-Backed Securities. The investment in LAIF is reported at amortized cost.

Note 4 - Interfund Transactions

Due To and Due From

At June 30, 2019 the City had the following due to and from other funds:

	Due From Other Funds		
Due To Other Funds	General Fund		
Nonmajor Governmental Fund	\$	413	

The due to and due from is short-term borrowing to cover cash deficit.

Transfers In and Out

At June 30, 2019 the City had the following transfers in and out from other funds:

	Tr	ansfer In		
Transfer Out	Nonmajor Governmental Fund			
Gax Tax Special Revenue Fund	\$	6,623		

The purpose of the transfers was to transfer funds to newly established SB1 Fund in accordance with Road Repair and Accountability Act of 2017.

Note 5 - Capital Assets

The following schedule shows changes in capital assets for the year ended June 30, 2019:

	Balance							Balance		
	Jul	y 1, 2018	A	dditions	Deletions		Reclassification		July 1, 2019	
Nondepreciable Assets:										
Land	\$	117,197	\$	-	\$	-	\$	-	\$	117,197
Construction in progress		115,734		603,847	***************************************	-		(658,325)		61,256
Total Nondepreciable Assets		232,931		603,847		-		(658,325)		178,453
Depreciable Assets:										
Structures and improvements		859,900		-		-		-		859,900
Machinery and equipment		101,709		-		-		-		101,709
Infrastructure		2,266,325		•		-		658,325		2,924,650
Total Depreciable Assets		3,227,934		_		-		658,325		3,886,259
Less Accumulated Depreciation:										
Structures and improvements		(131,090)		(17,198)		-		-		(148,288)
Machinery and equipment		(52,855)		(7,346)		-		-		(60,201)
Infrastructure		(805,117)		(43,439)		-		_		(848,556)
Total Accumulated Depreciation		(989,062)	-	(67,983)	************	_			(1,057,045)
Total Depreciable Assets, Net		2,238,872		(67,983)		_		658,325		2,829,214
Total Capital Assets, Net	\$:	2,471,803	\$	535,864	\$	-	\$		\$	3,007,667

Note 5 – Capital Assets (Continued)

Depreciation expense was charged in the following functions in the statement of activities:

General government	\$ 24,544
Public works	43,439
Total	\$ 67,983

Note 6 - Self-Insurance with Joint Powers Authority

A. Description of Self-Insurance Pool Pursuant to Joint Powers Agreement

The City of Bradbury is a member of the California Joint Powers Insurance Authority (the "Authority"). The Authority is composed of 116 California public entities and is organized under a joint powers agreement pursuant to California Government Code §6500 et seq. The purpose of the Authority is to arrange and administer programs for the pooling of self-insured losses, to purchase excess insurance or reinsurance, and to arrange for group purchased insurance for property and other lines of coverage. The California JPIA began covering claims of its members in 1978. Each member government has an elected official as its representative on the Board of Directors. The Board operates through a nine-member Executive Committee.

B. Primary Self-Insurance Programs of the Authority

Each member pays an annual contribution at the beginning of the coverage period. A retrospective adjustment is then conducted annually thereafter, for coverage years 2012-13 and prior. Coverage years 2013-14 and forward are not subject to routine annual retrospective adjustment. The total funding requirement for primary self-insurance programs is based on an actuarial analysis. Costs are allocated to individual agencies based on payroll and claims history, relative to other members of the risk-sharing pool.

Primary Liability Program

Claims are pooled separately between police and general government exposures. (1) The payroll of each member is evaluated relative to the payroll of other members. A variable credibility factor is determined for each member, which establishes the weight applied to payroll and the weight applied to losses within the formula. (2) The first layer of losses includes incurred costs up to \$30,000 for each occurrence and is evaluated as a percentage of the pool's total incurred costs within the first layer. (3) The second layer of losses includes incurred costs from \$30,000 to \$750,000 for each occurrence and is evaluated as a percentage of the pool's total incurred costs within the second layer. (4) Incurred costs from \$750,000 to \$50 million, are distributed based on the outcome of cost allocation within the first and second loss layers.

The overall coverage limit for each member, including all layers of coverage, is \$50 million per occurrence. Subsidence losses have a sub-limit of \$40 million per occurrence. The coverage structure includes retained risk that is pooled among members, reinsurance, and excess insurance. More detailed information about the various layers of coverage is available on the following website: https://cjpia.org/protection/coverage-programs.

Primary Workers' Compensation Program

Claims are pooled separately between public safety (police and fire) and general government exposures. (1) The payroll of each member is evaluated relative to the payroll of other members. A variable credibility factor is determined for each member, which establishes the weight applied to payroll and the weight applied to losses within the formula.

Note 6 - Self-Insurance with Joint Powers Authority (Continued)

B. Primary Self-Insurance Programs of the Authority (Continued)

Primary Workers' Compensation Program (Continued)

(2) The first layer of losses includes incurred costs up to \$50,000 for each occurrence and is evaluated as a percentage of the pool's total incurred costs within the first layer. (3) The second layer of losses includes incurred costs from \$50,000 to \$100,000 for each occurrence and is evaluated as a percentage of the pool's total incurred costs within the second layer. (4) Incurred costs from \$100,000 to statutory limits are distributed based on the outcome of cost allocation within the first and second loss layers.

For 2018-19 the Authority's pooled retention is \$2 million per occurrence, with reinsurance to statutory limits under California Workers' Compensation Law. Employer's Liability losses are pooled among members to \$2 million. Coverage from \$2 million to \$5 million is purchased as part of a reinsurance policy, and Employer's Liability losses from \$5 million to \$10 million are pooled among members.

C. Purchased Insurance

Pollution Legal Liability Insurance

The City of Bradbury participates in the pollution legal liability insurance program which is available through the Authority. The policy covers sudden and gradual pollution of scheduled property, streets, and storm drains owned by the City of Bradbury. Coverage is on a claims-made basis. There is a \$50,000 deductible. The Authority has a limit of \$50 million for the 3-year period from July 1, 2017 through July 1, 2020. Each member of the Authority has a \$10 million sub-limit during the 3-year policy term.

Property Insurance

The City of Bradbury participates in the all-risk property protection program of the Authority. This insurance protection is underwritten by several insurance companies. City of Bradbury property is currently insured according to a schedule of covered property submitted by the City of Bradbury to the Authority. City of Bradbury property currently has all-risk property insurance protection in the amount of \$2,336,419. There is a \$10,000 deductible per occurrence except for non-emergency vehicle insurance which has a \$2,500 deductible.

Crime Insurance

The City of Bradbury purchases crime insurance coverage in the amount of \$1,000,000 with a \$2,500 deductible. The fidelity coverage is provided through the Authority.

D. Adequacy of Protection

During the past three fiscal years, none of the above programs of protection experienced settlements or judgments that exceeded pooled or insured coverage. There were also no significant reductions in pooled or insured liability coverage in 2018-2019.

Note 7 - Deferred Compensation Plan

The City had made available to its employees a deferred compensation plan, whereby employees authorize the City to withhold funds from salaries to be invested in individual investment accounts. Funds may be withdrawn by participants upon termination of employment or retirement. The City makes no contributions under the Plan. The amount held by trustees for the employees at June 30, 2019 was \$32,972. The Trustee invests compensation deferred by employees in various investment options selected by the employee and retains title to all accumulated funds until they are paid to the employee or other beneficiary. Plan assets were established in the trust arrangement specified by Internal Revenue Code Section 457(g). The plan assets are not reflected on the City's financial statements.

Note 8 - Defined Benefit Pension Plans

General Information about the Pension Plan

Plan Description

The City contributes to the California Public Employees' Retirement System ("CalPERS"), a cost-sharing multiple-employer defined benefit pension plan. CalPERS provides retirement and disability benefits, annual cost-of-living adjustments, and death benefits to plan members and beneficiaries. CalPERS acts as a common investment and administrative agent for participating public entities within the State of California. Benefit provisions and all other requirements are established by State statute and City ordinance. Copies of the CalPERS annual financial report may be obtained from their website at www.calpers.ca.gov under Forms and Publications.

Employees Covered by Benefit Terms

At June 30, 2017, the valuation date, the following employees were covered by the benefit terms:

	Miscel	laneous
	Classic	PEPRA
Active employees	2	1
Transferred and terminated employees	6	-
Retired Employees and Beneficiaries	1	
Total	9	1

Benefit Provided

CalPERS provide retirement and disability benefits, annual cost-of-living adjustments, and death benefits to plan members and beneficiaries. A classic CalPERS member becomes eligible for Service Retirement upon attainment of age 60 with at least 5 years of credited service. PEPRA miscellaneous members become eligible for service retirement upon attainment of age 62 with at least 5 years of service. The service retirement benefit is a monthly allowance equal to the product of the benefit factor, years of service, and final compensation. The final compensation is the monthly average of the member's highest 36 full-time equivalent monthly pay. Retirement benefits for miscellaneous employees are calculated as 2.0% of the average final 60-month compensation.

Participant is eligible for non-industrial disability retirement if becomes disabled and has at least 5 years of credited service. There is no special age requirement. The standard non-industrial disability retirement benefit is a monthly allowance equal to 1.8 percent of final compensation, multiplied by service. Industrial disability benefits are not offered to miscellaneous employees.

Note 8 - Defined Benefit Pension Plans (Continued)

General Information about the Pension Plan (Continued)

Benefit Provided (Continued)

An employee's beneficiary may receive the basic death benefit if the employee dies while actively employed. The employee must be actively employed with the City to be eligible for this benefit. An employee's survivor who is eligible for any other pre-retirement death benefit may choose to receive that death benefit instead of this basic death benefit. The basic death benefit is a lump sum in the amount of the employee's accumulated contributions, where interest is currently credited at 7.5 percent per year, plus a lump sum in the amount of one month's salary for each completed year of current service, up to a maximum of six months' salary. For purposes of this benefit, one month's salary is defined as the member's average monthly full-time rate of compensation during the 12 months preceding death.

Upon the death of a retiree, a one-time lump sum payment of \$500 will be made to the retiree's designated survivor(s), or to the retiree's estate.

Benefit terms provide for annual cost-of-living adjustments to each employee's retirement allowance. Beginning the second calendar year after the year of retirement, retirement and survivor allowances will be annually adjusted on a compound basis by 2 percent.

Contributions

Section 20814(c) of the California Public Employees' Retirement Law ("PERL") requires that the employer contribution rates for all public employers be determined on an annual basis by the actuary and shall be effective on the July 1 following notice of a change in the rate. The total plan contributions are determined through CalPERS' annual actuarial valuation process. The Public agency cost-sharing plans covered by either the Safety risk pools, the Plan's actuarially determined rate is based on the estimated amount necessary to pay the Plan's allocated share of the risk pool's costs of benefits earned by employees during the year, and any unfunded accrued liability. The employer is required to contribute the difference between the actuarially determined rate and the contribution rate of employees. For the measurement period ended June 30, 2018, the active employee and employer's contribution rates for miscellaneous plan were 7.000% and 7.200% of annual payroll, respectively.

Pension Liabilities, Pension Expenses, and Deferred Outflows of Resources and Deferred Inflows of Resources Related to Pension

Actuarial Methods and Assumptions Used to Determine Total Pension Liability

The June 30, 2017 were rolled forward to determine the June 30, 2018 total pension liabilities, based on the following actuarial methods and assumptions:

Actuarial Cost Method

Entry Age Normal

Actuarial Assumptions:

Discount Rate 7.15% Inflation 2.50%

Salary Increases

Varies by Entry Age and Service

Mortality Rate Table

Derived using CalPERS' Membership Data for all Funds.

Post Retirement Benefit Increase

Contract COLA up to 2.0% until Purchasing Power Protection Allowance Floor on

Purchasing Power applies, 2.50% thereafter

Note 8 - Defined Benefit Pension Plans (Continued)

Pension Liabilities, Pension Expenses, and Deferred Outflows of Resources and Deferred Inflows of Resources Related to Pension (Continued)

¹The mortality table used in 2018 was developed based on CalPERS' specific data. The table includes 15 years of mortality improvements using Society of Actuaries Scale 90% of scale MP 2016. For more details on this table, please refer to December 2017 Experience Study Report (based on CalPERS demographic data from 1997 to 2015) that can be found on the CalPERS website at www.calpers.ca.gov under Forms and Publications.

Change of Assumption

In 2018, demographic assumptions and inflation rate were changed in accordance to the CalPERS Experience Study and Review of Actuarial Assumptions December 2017. There were no changes in the discount rate.

Long-Term Expected Rate of Return

The long-term expected rate of return on pension plan investments was determined using a building-block method in which expected future real rates of return (expected returns, net of pension plan investment expense and inflation) are developed for each major asset class.

In determining the long-term expected rate of return, CalPERS took into account both short-term and long-term market return expectations as well as the expected pension fund cash flows. Using historical returns of all of the funds' asset classes, expected compound (geometric) returns were calculated over the short-term (first 10 years) and the long-term (11+ years) using a building-block approach. Using the expected nominal returns for both short-term and long-term, the present value of benefits was calculated for each fund. The expected rate of return was set by calculating the rounded single equivalent expected return that arrived at the same present value of benefits for cash flows as the one calculated using both short-term and long-term returns. The expected rate of return was then set equal to the single equivalent rate calculated above and adjusted to account for assumed administrative expenses.

The expected real rates of return by asset class are as followed:

	New Strategic	Real Return	Real Return
Asset Class ¹	Allocation	Years 1-10 ²	Years 11+3
Global Equity	50.00%	4.80%	5.98%
Fixed Income	28.00%	1.00%	2.62%
Inflation Assets	0.00%	0.77%	1.81%
Private Equity	8.00%	6.30%	7.23%
Real Assets	13.00%	3.75%	4.93%
Liquidity	1.00%	0.00%	-0.92%
	100.00%		

¹In the System's CAFR, Fixed Income is included in Global Debt Securities; Liquidity is included in Short-term Investments; Inflation Assets are inclued in both Global Equity Securities and Global Debt Securities.

²An expected inflation of 2.00% used for this period

³An expected inflation of 2.92% used for this period.

Note 8 – Defined Benefit Pension Plans (Continued)

Pension Liabilities, Pension Expenses, and Deferred Outflows of Resources and Deferred Inflows of Resources Related to Pension (Continued)

Discount Rate

The discount rate used to measure the total pension liabilities was 7.15 percent. The projection of cash flows used to determine the discount rate assumed that contributions from plan members will be made at the current member contribution rates and that contributions from employers will be made at statutorily required rates, actuarially determined. Based on those assumptions, the Plan's fiduciary net position was projected to be available to make all projected future benefit payments of current plan members. Therefore, the long-term expected rate of return on plan investments was applied to all periods of projected benefit payments to determine the total pension liability.

Sensitivity of the City's Proportionate Share of the Net Pension Liability to Changes in the Discount Rate

The following presents the City's proportionate share of the net pension liabilities of the Plan as of the measurement date at June 30, 2018, calculated using the discount rate of 7.15%, as well as what the District's proportionate share of the net pension liability would be if it were calculated using a discount rate that is 1 percentage-point lower (6.15%) or 1 percentage-point higher (8.15%) than the current rate:

		Plan's Net Pension Liability/(Asset)								
	Discount Rate		Curre	nt Discount	Discount Rate					
	-1%	<u>% (6.15%)</u>	Rat	e (7.15%)	+ 1% (8.15%)					
Miscellaneous	\$	108,292	\$	67,418	\$	33,677				

Pension Plan Fiduciary Net Position

Detail information about the plan's fiduciary net position is available in the separately issued CalPERS financial report and can be obtained from CalPERS' website under Forms and Publications.

Proportionate Share of Net Pension Liability and Pension Expense

The following table shows the plan's proportionate share of the risk pool collective net pension liability over the measurement period:

		Increa	se (Decrease)	 	
	 Total Pension Liability		Fiduciary Net Position	 Plan Net Pension Liability/(Asset)	
Miscellaneous					
Balance at: 6/30/17 (Valuation date)	\$ 1,007,121	\$	930,702	\$ 76,419	
Balance at: 6/30/18 (M easurement date)	1,079,683		1,012,265	67,418	
Net Changes during 2017-2018	72,562		81,563	(9,001)	

Note 8 – Defined Benefit Pension Plans (Continued)

Pension Liabilities, Pension Expenses, and Deferred Outflows of Resources and Deferred Inflows of Resources Related to Pension (Continued)

<u>Proportionate Share of Net Pension Liability and Pension Expense (Continued)</u>

The following is the approach established by the plan actuary to allocate the net pension liability and pension expense to the individual employers within the risk pool.

- (1) In determining a cost-sharing plan's proportionate share, total amounts of liabilities and assets are first calculated for the risk pool as a whole on the valuation date (June 30, 2017). The risk pool's fiduciary net position ("FNP") subtracted from its total pension liability ("TPL") determines the net pension liability ("NPL") at the valuation date.
- (2) Using standard actuarial roll forward methods, the risk pool TPL is then computed at the measurement date (June 30, 2018). Risk pool FNP at the measurement date is then subtracted from this number to compute the NPL for the risk pool at the measurement date. For purposes of FNP in this step and any later reference thereto, the risk pool's FNP at the measurement date denotes the aggregate risk pool's FNP at June 30, 2018 less the sum of all additional side fund (or unfunded liability) contributions made by all employers during the measurement period (2017-2018).
- (3) The individual plan's TPL, FNP and NPL are also calculated at the valuation date. TPL is allocated based on the rate plan's share of the actuarial accrued liability. FNP is allocated based on the rate plan's share of the market value assets.
- (4) Two ratios are created by dividing the plan's individual TPL and FNP as of the valuation date from (3) by the amounts in step (1), the risk pool's total TPL and FNP, respectively.
- (5) The plan's TPL as of the Measurement Date is equal to the risk pool TPL generated in (2) multiplied by the TPL ratio generated in (4). The plan's FNP as of the Measurement Date is equal to the FNP generated in (2) multiplied by the FNP ratio generated in (4) plus any additional side fund (or unfunded liability) contributions made by the employer on behalf of the plan during the measurement period.
- (6) The plan's NPL at the Measurement Date is the difference between the TPL and FNP calculated in (5).

Deferred outflows of resources, deferred inflows of resources, and pension expenses are allocated based on the City's share of contributions during the measurement period.

The City's proportionate share of the net pension liability was as follows:

	Miscellaneous
	Plan
June 30, 2017	0.00077%
June 30, 2018	0.00070%
Change - Increase (Decrease)	-0.00007%

Note 8 - Defined Benefit Pension Plans (Continued)

Pension Liabilities, Pension Expenses, and Deferred Outflows of Resources and Deferred Inflows of Resources Related to Pension (Continued)

<u>Proportionate Share of Net Pension Liability and Pension Expense (Continued)</u>

For the year ended June 30, 2019, the City recognized pension expense of \$15,048 for the miscellaneous plan.

The amortization period differs depending on the source of the gain or loss. The difference between projected and actual earnings is amortized over 5-years straight line. All other amounts are amortized straight-line over the average expected remaining service lives of all members that are provided with benefits (active, inactive and retired) as of the beginning of the measurement period.

The expected average remaining service lifetime ("EARSL") is calculated by dividing the total future service years by the total number of plan participants (active, inactive, and retired) in the risk pool. The EARSL for risk pool for the 2017-2018 measurement period is 3.8 years, which was obtained by dividing the total service years of 516,147 (the sum of remaining service lifetimes of the active employees) by 135,474 (the total number of participants: active, inactive, and retired).

At June 30, 2019, the City reported deferred outflows of resources and deferred inflows of resources related to pensions from the following sources:

Plan	·····	······································		
		Deferred inflows of Resources		
\$	17,974	\$	-	
	7,687		(1,884)	
	2,587		(881)	
	333		_	
	40,848		(29,279)	
			, , ,	
****	25,165		(29,009)	
\$	94,594	\$	(61,053)	
	of F	Deferred outflows of Resources \$ 17,974 7,687 2,587 333 40,848 25,165	Deferred outflows of Resources Defe of 1 \$ 17,974 \$ 7,687 2,587 333 40,848 25,165	

For the year ended June 30, 2019, deferred outflows of resources related to pensions was \$17,949, resulting from City's contributions subsequent to the measurement date, will be recognized as a reduction of the collective net pension liability in the year ending June 30, 2020.

Note 8 – Defined Benefit Pension Plans (Continued)

Pension Liabilities, Pension Expenses, and Deferred Outflows of Resources and Deferred Inflows of Resources Related to Pension (Continued)

Proportionate Share of Net Pension Liability and Pension Expense (Continued)

Other amounts reported as deferred outflows of resources and deferred inflows of resources related to pensions will be recognized in pension expense as follows:

Year Ending June 30,	M iscellaneous Pla		
2020	\$	5,683	
2021		7,604	
2022		2,888	
2023		(608)	
2024		-	
Thereafter			
	\$	15,567	

Note 9 - Classification of Fund Balances

At June 30, 2019, fund balances are classified in the governmental funds as follows:

	General		Special Re	venue Funds		Nonmajor Governmental	
	Fund	Sewer	UUT	COPS	GAS	Funds	Total
Nonspendable:							
Prepaid items	\$ 13,434	\$ -	\$ -	<u> </u>	\$ -	\$ -	\$ 13,434
Restricted:							
COPS	-	-	-	47,975	-	-	47,975
Gas Tax	-	-	-	-	5,506	-	5,506
Proposition C	-	-	-	-	-	1,399	1,399
Country Park Grant	-	-	-	-	-	9,137	9,137
Proposition A	=	-	-	-	-	18,092	18,092
M easure R	-	-	-	-	-	38,070	38,070
STPL	-	-	-	-	-	1,016	1,016
Recycling	-	-	-	-	-	409	409
Fire Grant	-	-	-	-	-	10,862	10,862
M easure M	-	~	-	-	-	11,164	11,164
SB 1 Gas Tax		_	_	_	_	4,935	4,935
Total Restricted	-	-	_	47,975	5,506	95,084	148,565
Committed: Sewer improvements							
and operations	_	494,460	_	_	_	_	494,460
Clean water			763,928		-	-	763,928
Total Committed	_	494,460	763,928	_	_	_	1,258,388
Assigned:							
Economic uncertainties	1,000,000	_	_			_	1,000,000
Unassigned:	2,166,760	_	_	-	-		2,166,760
Total Fund Balances	\$3,180,194	\$ 494,460	\$ 763,928	\$ 47,975	\$ 5,506	\$ 95,084	\$4,587,147

Note 9 - Classification of Fund Balances (Continued)

In order to prudently protect its fiscal solvency, the City maintains a minimum assigned fund balance of \$1,000,000 as reserves for economic uncertainties. The reserve is important in order to:

- Ensure that the City is able to respond to the challenges of a changing environment.
- Reduce the budgetary impacts of bad economic times.
- Insulate the City from actions of the State that may result in reduction of revenues.
- Mitigate exposure to natural disasters or other catastrophic events.
- Demonstrate continued creditworthiness to bond rating agencies and the financial community.

The nature and purpose of each reserve is described below:

- A. Infrastructure funds set aside for one-time infrastructure expenditures relating to City owned infrastructure repairs such as streets, sewers or other City facilities.
- B. Economic changes, natural disaster or other catastrophic events funds set aside for local disasters, emergencies, and / or unexpected economic changes that adversely impact the City's financial position.

This reserve was not formally adopted by the City Council.

Note 10 - Other Required Disclosures

Excess of Expenditures over Appropriations

	App	ropriations	Exp	enditures	Excess Expenditures over Appropriations	
General Fund:						
Public safety	\$	144,793	\$	150,187	\$	(5,394)
Nonmajor Governmental Funds:						, , ,
Recycling Grant Special Revenue Fund						
Public works		-		5,000		(5,000)
Proposition C Fund:						• , ,
Public works		73,867		74,700		(833)

The excess was due to higher than anticipated expenditures that exceeded the approved appropriations. The Council was informed of the excesses through monthly reports, and that the expenditures were higher than yearly budgeted amounts due to unforeseen expenses. However, the Council did not formally increase the budgetary appropriations since the revenues were higher than expected and they exceeded the total expenditures.

Note 11 - Commitments and Contingencies

A. Grants

The City participates in Federal and State grant programs. These programs are subject to further examination by the grantors. Expenditures which may be disallowed by the granting agencies, if any, cannot be determined at this time. The City expects such amounts, if any, to be immaterial.

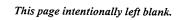
B. Litigation

The City is a defendant in a number of lawsuits, which have arisen in the normal course of business. While substantial damages are alleged in some of these actions, their outcome cannot be predicted with certainty.

Note 12 - Subsequent Events

COVID19

The COVID-19 outbreak in the United States has caused business disruption through mandated and voluntary closings of business. While the disruption is currently expected to be temporary, there is considerable uncertainty around the duration of the closings. However, the related financial impact on the City and the duration cannot be reasonably estimated at this time.



REQUIRED SUPPLEMENTARY INFORMATION (UNAUDITED)

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City of Bradbury Required Supplementary Information (Unaudited) Budgetary Comparison Schedule For the Year Ended June 30, 2019

General Fund

	Budget							Variance with	
	Original		Final		Actual		Final Budget		
REVENUES:									
Taxes	\$	712,900	\$	712,900	\$	776,387	\$	63,487	
Licenses and permits		263,000		263,000	Ψ	233,349	Ψ	(29,651)	
Use of money and property		20,790		20,790		72,082		51,292	
Intergovernmental		13,700		13,700		12,797		(903)	
Charges for current services		392,700		392,700		480,468		87,768	
Other revenue		5,020		5,020		10,751		5,731	
Total revenues		1,408,110		1,408,110		1,585,834		177,724	
EXPENDITURES:									
Current:									
General government		997,385		1,009,062		907,849		101,213	
Public safety		119,415		144,793		150,187		(5,394)	
Public works		15,000		15,000		150,167		15,000	
Parks and recreation		72,830		72,830		71,902		928	
Total expenditures		1,204,630		1,241,685		1,129,938		111,747	
REVENUES OVER (UNDER) EXPENDITURES		203,480	-	166,425		455,896	-	289,471	
Net change in fund balance	\$	203,480	\$	166,425		455,896	\$	289,471	
FUND BALANCE:									
Beginning of year						2,724,298			
End of year					\$				
•					<u> </u>	3,180,194			

City of Bradbury Required Supplementary Information (Unaudited) Budgetary Comparison Schedule (Continued) For the Year Ended June 30, 2019

Sewer Special Revenue Fund

	Budget							Variance with	
	Original		Final		Actual		Final Budget		
REVENUES:									
Use of money and property	\$	-	\$		\$	13,902	\$	13,902	
Total revenues		_		_		13,902		13,902	
EXPENDITURES:									
Capital outlay		-		1,040,149		603,847		436,302	
Total expenditures		_		1,040,149		603,847		436,302	
REVENUES OVER (UNDER) EXPENDITURES	Miles de la companya	_		(1,040,149)	***************************************	(589,945)		450,204	
Net change in fund balance	\$	-	\$	(1,040,149)		(589,945)	\$	450,204	
FUND BALANCE:									
Beginning of year						1,084,405			
End of year					\$	494,460			

City of Bradbury Required Supplementary Information (Unaudited) Budgetary Comparison Schedule (Continued) For the Year Ended June 30, 2019

Utility Users Tax (UUT) Special Revenue Fund

	Budget							Variance with	
	Original		Final		Actual		Final Budget		
REVENUES:									
Taxes	\$	-	\$	-	\$	36	\$	36	
Use of money and property		4,000	***************************************	4,000		16,097		12,097	
Total revenues		4,000		4,000		16,133		12,133	
EXPENDITURES:									
Current:									
Public works		100,000		100,000		32,802		67,198	
Total expenditures		100,000		100,000		32,802		67,198	
Net change in fund balance	\$	(96,000)	\$	(96,000)		(16,669)	\$	79,331	
FUND BALANCE:									
Beginning of year						780,597			
End of year					\$	763,928			

City of Bradbury

Required Supplementary Information (Unaudited) Budgetary Comparison Schedule (Continued)

For the Year Ended June 30, 2019

Citizens' Option for Public Safety (COPS) Special Revenue Fund

	Budget						Variance with	
	Original		Final		Actual Amounts		Final Budget	
REVENUES:								
Use of money and property	\$	300	\$	300	\$	3,680	\$	3,380
Intergovernmental		100,000		100,000		73,198		(26,802)
Total revenues		100,300	displayment annual residence	100,300		76,878		(23,422)
EXPENDITURES:								
Current:								
Public safety		88,500		95,500		73,198		22,302
Total expenditures	·····	88,500		95,500		73,198		22,302
Net change in fund balance	\$	11,800	\$	4,800		3,680	\$	(1,120)
FUND BALANCE:								
Beginning of year						44,295		
End of year					\$	47,975		

City of Bradbury Required Supplementary Information (Unaudited) Budgetary Comparison Schedule (Continued) For the Year Ended June 30, 2019

Gas Tax Special Revenue Fund

	Budget							Variance with	
	Original		Final		Actual Amounts		Final Budget		
REVENUES:									
Use of money and property Intergovernmental	\$	300 27,500	\$	300 27,500	\$	2,313 27,316	\$	2,013 (184)	
Total revenues		27,800		27,800		29,629		1,829	
EXPENDITURES:									
Current: Public works		27,000		135,399		133,120		2,279	
Total expenditures		27,000		135,399		133,120		2,279	
REVENUES OVER (UNDER) EXPENDITURES		800		(107,599)		(103,491)		4,108	
OTHER FINANCING (USES): Transfers out		_		-		(6,623)		(6,623)	
Total other financing (uses)		-		-		(6,623)		(6,623)	
Net Change in Fund Balance	\$	800	\$	(107,599)		(110,114)	\$	(2,515)	
FUND BALANCE:									
Beginning of year End of year					\$	115,620 5,506			

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City of Bradbury Required Supplementary Information (Unaudited) Budgetary Information For the Year Ended June 30, 2019

Budget and Budgetary Accounting

The City adopts an annual budget prepared on the modified accrual basis of accounting for the governmental funds. The City Manager or his designee is authorized to transfer budgeted amounts between the accounts of any department. Revisions that alter the total appropriations of any department or fund must be approved by City Council. Expenditures may not legally exceed appropriations at the program level. Budgets were not adopted for County Park Grant Special Revenue Fund, and Fire Grant Special Revenue Fund.

City of Bradbury

Required Supplementary Information (Unaudited) Schedule of the City's Proportionate Share of the Net Pension Liability and Related Ratios For the Year Ended June 30, 2019

Last Ten Fiscal Years

California Public Employees' Retirement System ("CalPERS") Miscellaneous Plan

Measurement Date	Jur	ne 30, 2018	Jur	ne 30, 2017	Jui	ne 30, 2016	Jur	June 30, 2015		e 30, 2014 ¹
City's Proportion of the Net Pension Liability		0.07000%		0.00077%		0.00077%		0.00256%		0.00322%
City's Proportionate Share of the Net Pension Liability	\$	67,418	\$	76,419	\$	66,246	\$	175,694	\$	200,391
City's Covered Payroll		200,481		185,286		203,105		167,611		190,547
City's Proportionate Share of the Net Pension Liability as a Percentage of Its Covered Payroll		33.63%		41.24%		32.62%		104.82%		105.17%
Plan's Proportionate Share of the Fiduciary Net Position as a Percentage of the Total Pension Liability	1	93.76%		92.41%		92.47%		78.51%	***********	74.45%

¹ Historical information is presented only for measurement periods for which GASB 68 is available.

City of Bradbury

Required Supplementary Information (Unaudited) Schedule of the City's Contributions - Pensions For the Year Ended June 30, 2019

Last Ten Fiscal Years

California Public Employees' Retirement System ("CalPERS") Miscellaneous Plan

Fiscal Year	 2018-19	 2017-18		2016-17		2015-16	 2014-15	2	2013-141
Actuarially Determined Contribution	\$ 17,974	\$ 14,550	\$	11,319	\$	13,626	\$ 29,107	\$	28,041
Contribution in Relation to the									
Actuarially Determined Contribution ²	(17,974)	 (14,550)		(11,319)		(163,293)	(29,107)		(28,041)
Contribution Deficiency (Excess)	\$ _	\$ _	\$	_	\$	(149,667)	\$ _	\$	_
Covered Payroll'	\$ 206,495	\$ 200,481	\$	185,286	\$	203,105	\$ 167,611	\$	190,547
Contributions as a Percentage of Covered Payroll	 8.70%	7.26%	-	6.11%	-	6.71%	 17.37%		14.72%

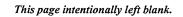
¹ Historical information is presented only for measurement periods for which GASB 68 is applicable.

Notes to Schedule

Change in Benefit Terms: There were no changes to benefit terms.

Changes of Assumptions: In 2018, demographic assumptions and inflation rate were changed in accordance to the CalPERS Experience Study and Review of Actuarial Assumptions December 2017. There were no changes in the discount rate. In 2017, the accounting discount rate reduced from 7.65 percent to 7.15 percent. In 2016, there were no changes. In 2015, amounts reported reflect an adjustment of the discount rate from 7.5 percent (net of administrative expense) to 7.65 percent (without a reduction for pension plan administrative expense.) In 2014, amounts reported were based on the 7.5 percent discount rate.

²Employers are assumed to make contributions equal to the actuarially determined contributions. However, some employers may choose to make additional contributions towards their side fund or their unfunded liability. Employer contributions for such plans exceed the actuarially determined contributions. CalPERS has determined that employer obligations referred to as "side funds" are not considered separately financed specific liabilities.



SUPPLEMENTARY INFORMATION

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NONMAJOR GOVERNMENTAL FUNDS

SPECIAL REVENUE FUNDS:

County Park Grant Special Revenue Fund - To account for the park grants provided by state and county agencies to build the recreational park located behind City Hall.

Public Transportation (Prop A) Special Revenue Fund - To account for the receipt and disbursement of funds received from the motor vehicle registration fee collected by the State of California and must be used for programs that reduce motor vehicle emissions. The City has used these funds for the purchase of alternative fuel vehicles and for enhancements to the City's website.

Measure R Special Revenue Fund - To account for the receipt and disbursement of funds form Los Angeles County which were created by a voter approved sales tax in 2008. These funds are allocated by Metropolitan Transportation Authority (MTA) to fund street projects.

Surface Transportation Program Local (STPL) Special Revenue Fund - To account for the receipt and disbursement of funds received from the State of California through the MTA and must be used for street improvements on certain major streets within the City.

Recycling Grant Special Revenue Fund - To account for the receipt and disbursement of funds received from the State of California for programs that promote the recycling of waste materials.

Fire Grant Special Revenue Fund - To account for the receipt and disbursement of grant funds received from the U.S. Department of Forestry for brush clearance.

Measure M Special Revenue Fund - To account for the receipt and disbursement of funds form Los Angeles County which were created by a voter approved sales tax in 2016. These funds are allocated by MTA to fund street projects.

TDA Special Revenue Fund - To account for the receipt and distribution of funds allocated by MTA originating from the Transportation Development Act, Article 3 for the planning and construction of pedestrian and bicycle facilities.

Proposition C Special Revenue Fund - To account for the receipt and disbursement of a portion of the ½ cent sales tax approved by the voters in 1982 and 1990. Approximately 20% of the monies generated by the tax are returned to local agencies to be used for public transportation purposes and maintenance of streets "heavily used by public transit".

SB1 Gas Tax Special Revenue Fund - To account for the receipt and disbursement of funds received from the Road Repair and Accountability Act of 2017. These funds must be spent for local streets and roads.

City of Bradbury Combining Balance Sheet Nonmajor Governmental Funds

June 30, 2019

				Special Re	venue Fi	unds	*****	
		unty Park ant Fund	Tran	Public asportation d (Prop A)	M	easure R Fund		STPL Fund
ASSETS	•	0.400	•	10.000	•	~= ***	•	
Cash and investments	\$	9,100	\$	18,022	\$	87,666	\$	33,652
Taxes receivable		-		-		-		-
Interest receivable		37		70		354		138
Total assets	_\$	9,137	\$	18,092	_\$	88,020	\$	33,790
LIABILITIES AND FUND BALANCES	-		-					
Liabilities:								
Accounts payable and accrued liabilities	\$	-	\$	_	\$	49,950	\$	32,774
Unearned revenues		_		-		_		_
Due to other funds								-
Total liabilities						49,950		32,774
Fund Balances:								
Restricted		9,137		18,092	***************************************	38,070		1,016
Total fund balances		9,137		18,092		38,070		1,016
Total liabilities and fund balances	\$	9,137	\$	18,092	\$	88,020	\$	33,790

(Continued)

City of Bradbury Combining Balance Sheet (Continued) Nonmajor Governmental Funds

June	30.	2019

	***************************************			Special Rev	enue Fu	inds	
		ecycling Grant Fund	Fire Grant Fund		Measure M Fund		ΓDA Fund
ASSETS							
Cash and investments	\$	11,317	\$	10,818	\$	15,619	\$ -
Taxes receivable		-		-		-	413
Interest receivable		39		44		59	 -
Total assets	\$	11,356	\$	10,862	\$	15,678	\$ 413
LIABILITIES AND FUND BALANCES		W					
Liabilities:							
Accounts payable and accrued liabilities	\$	-	\$	-	\$	4,514	\$ -
Unearned revenues		10,947		-		-	-
Due to other funds	Winds			-		-	 413
Total liabilities	F04-504-0-400-0	10,947		_		4,514	 413
Fund Balances:							
Restricted		409		10,862		11,164	
Total fund balances		409		10,862		11,164	 _
Total liabilities and fund balances	\$	11,356	\$	10,862	\$	15,678	\$ 413

(Continued)

City of Bradbury Combining Balance Sheet (Continued) Nonmajor Governmental Funds

June 30, 2019

	Prop	SB	l Gas Tax Fund		Total onmajor vernmental Funds	
ASSETS						
Cash and investments	\$	74,965	\$	21,496	\$	282,655
Taxes receivable		_		4,977		5,390
Interest receivable		301		85		1,127
Total assets	\$	75,266	\$	26,558	\$	289,172
LIABILITIES AND FUND BALANCES						
Liabilities:						
Accounts payable and accrued liabilities	\$	73,867	\$	21,623	\$	182,728
Unearned revenues		_		-		10,947
Due to other funds		_		-		413
Total liabilities		73,867		21,623		194,088
Fund Balances:						
Restricted		1,399		4,935		95;084
Total fund balances		1,399	-	4,935		95,084
Total liabilities and fund balances	\$	75,266	\$	26,558	\$	289,172

(Concluded)

City of Bradbury Combining Statement of Revenues, Expenditures, and Changes in Fund Balances Nonmajor Governmental Funds For the Year Ended June 30, 2019

	Special Revenue Fund										
	County Park Grant Fund			Public Transportation Fund (Prop A)		easure R Fund	***************************************	STPL Fund			
REVENUES: Use of money and property	\$	190	\$	291	\$	1,766	\$	703			
Intergovernmental		-	•	22,224	•	13,830	Ψ	-			
Total revenues		190		22,515		15,596		703			
EXPENDITURES:											
Current:											
Public works		-		7,746		53,940		32,773			
Total expenditures		_		7,746		53,940		32,773			
EXCESS OF REVENUE OVER (UNDER) EXPENDITURES		190		14,769		(38,344)		(32,070)			
OTHER FINANCING SOURCES:											
Transfers in		_		_		-		_			
Total other financing sources		-		-	***************************************	_					
Net change in fund balances		190		14,769		(38,344)		(32,070)			
FUND BALANCES:											
Beginning of year		8,947		3,323		76,414		33,086			
End of year	\$	9,137	\$	18,092	\$	38,070	\$	1,016			

(Continued)

City of Bradbury

Combining Statement of Revenues, Expenditures, and Changes in Fund Balances (Continued) Nonmajor Governmental Funds

For the Year Ended June 30, 2019

	-		 Special Re	venue F	und	
	Recycling Grant Fund		 re Grant Fund	Measure M Fund		 TDA Fund
REVENUES:						
Use of money and property	\$	200	\$ 226	\$	284	\$ _
Intergovernmental	******************************	5,000	 _		15,597	 22,638
Total revenues		5,200	 226		15,881	 22,638
EXPENDITURES:						
Current:						
Public works		5,000	_		16,580	22,636
Total expenditures		5,000	 -		16,580	 22,636
EXCESS OF REVENUE OVER (UNDER) EXPENDITURES		200	226		(699)	2
OTHER FINANCING SOURCES:						
Transfers in	***				-	-
Total other financing sources		-	_		_	_
Net change in fund balances		200	226		(699)	2
FUND BALANCES:						
Beginning of year		209	10,636		11,863	(2)
End of year	\$	409	\$ 10,862	\$	11,164	\$ -

(Continued)

City of Bradbury Combining Statement of Revenues, Expenditures, and Changes in Fund Balances (Continued) Nonmajor Governmental Funds For the Year Ended June 30, 2019

	Proposition C Fund	SB 1 Gas Tax Fund	Total Nonmajor Governmental Funds
REVENUES:			
Use of money and property Intergovernmental	\$ 1,447 18,434	\$ 331 19,604	\$ 5,438 117,327
Total revenues	19,881	19,935	122,765
EXPENDITURES:			
Current:			
Public works	74,700	21,623	234,998
Total expenditures	74,700	21,623	234,998
EXCESS OF REVENUE OVER (UNDER) EXPENDITURES	(54,819)	(1,688)	(112,233)
OTHER FINANCING SOURCES:			
Transfers in	***	6,623	6,623
Total other financing sources	-	6,623	6,623
Net change in fund balances	(54,819)	4,935	(105,610)
FUND BALANCES:			
Beginning of year	56,218		200,694
End of year	\$ 1,399	\$ 4,935	\$ 95,084

(Concluded)

City of Bradbury

Schedule of Revenues, Expenditures, and Change in Fund Balance - Budget and Actual Public Transportation Funds (Proposition A) Special Revenue Fund For the Year Ended June 30, 2019

		Bu	dget				Variance with	
	Orig	inal	Final		Actual Amounts		Final Budg	
REVENUES:								
Use of money and property	\$	50	\$	50	\$	291	\$	241
Intergovernmental		21,050		21,050		22,224	****	1,174
Total revenues	(-1-1	21,100		21,100	***************************************	22,515		1,415
EXPENDITURES:								
Current:								
Public works	**************************************	9,000		9,000	-	7,746		1,254
Total expenditures	Magnesseyal, included a security	9,000	47	9,000		7,746		1,254
Net Change in Fund Balance	\$	12,100	\$	12,100		14,769	\$	2,669
FUND BALANCE:								
Beginning of year						3,323		
End of year					•	18,092		

City of Bradbury Schedule of Revenues, Expenditures, and Change in Fund Balance - Budget and Actual Measure R Special Revenue Fund For the Year Ended June 30, 2019

		Bue	dget				Variance with	
		Original		Final	Actual Amounts		Final Budget	
REVENUES:								
Use of money and property	\$	350	\$	350	\$	1,766	\$	1,416
Intergovernmental		12,000		12,000		13,830		1,830
Total revenues	***************************************	12,350		12,350		15,596		3,246
EXPENDITURES:								
Current:								
Public works		35,936		88,763		53,940		34,823
Total expenditures		35,936		88,763		53,940	H	34,823
Net Change in Fund Balance	\$	(23,586)	\$	(76,413)		(38,344)	\$	38,069
FUND BALANCE:								
Beginning of year						76,414		
End of year					\$	38,070		

City of Bradbury

Schedule of Revenues, Expenditures, and Change in Fund Balance - Budget and Actual STPL Special Revenue Fund

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For	HIP '	rear	r.na	PA .I	nne	311	7.1113	,

	M- = 2-1-1-1-1-1	Bu	dget				Varia	nce with
	******	Original			Actual Amounts		Final Budget	
REVENUES:								
Use of money and property	_\$	_	\$		\$	703	\$	703
Total revenues		_		_		703		703
EXPENDITURES:								
Current:								
Public works	We are designed and	32,773		32,773		32,773		
Total expenditures	The Association Control of the Association Contr	32,773	***************************************	32,773		32,773	******************	
Net Change in Fund Balance		(32,773)	\$	(32,773)		(32,070)	\$	703
FUND BALANCE:								
Beginning of year						33,086		
End of year					\$	1,016		

City of Bradbury Schedule of Revenues, Expenditures, and Change in Fund Balance - Budget and Actual Recycling Grant Special Revenue Fund For the Year Ended June 30, 2019

	Budget					Variance with		
	Original			Final	Actua	Actual Amounts		al Budget
REVENUES:								
Use of money and property	\$	-	\$	-	\$	200	\$	200
Intergovernmental	-	5,000		5,000		5,000		
Total revenues	COMMUNICACIÓN PROCESSOR PARAMENTO	5,000	tank ne	5,000	.,	5,200		200
EXPENDITURES:								
Current:								
Public works		-				5,000		(5,000)
Total expenditures				-		5,000		(5,000)
Net Change in Fund Balance	\$	5,000	\$	5,000		200	\$	(4,800)
FUND BALANCE:								
Beginning of year						209		
End of year					\$	409		

City of Bradbury Schedule of Revenues, Expenditures, and Change in Fund Balance - Budget and Actual Measure M Special Revenue Fund

For th	e y ea	r En	ded Ji	me 30.	2019

		Budget Original Final			Vari	Variance with	
				Final	Actual Amounts	Final Budget	
REVENUES:							
Use of money and property	\$	50	\$	50	\$ 284	\$	234
Intergovernmental	Management	11,500		11,500	15,597	***************************************	4,097
Total revenues	***************************************	11,550		11,550	15,881	-	4,331
EXPENDITURES:							
Current:							
Public works	******	18,900		23,414	16,580		6,834
Total expenditures	 	18,900		23,414	16,580		6,834
Net Change in Fund Balance	\$	(7,350)	\$	(11,864)	(699)	\$	11,165
FUND BALANCE:		•					
Beginning of year					11,863		
End of year					\$ 11,164		

City of Bradbury Schedule of Revenues, Expenditures, and Changes in Fund Balance - Budget and Actual TDA Special Revenue Fund

For the	Year	Ended	June	30,	2019
---------	------	-------	------	-----	------

	Bu	dget		Variance with	
	Original	Original Final		Final Budget	
REVENUES:					
Intergovernmental	\$ 30,000	\$ 30,000	\$ 22,638	\$ (7,362)	
Total revenues	30,000	30,000	22,638	(7,362)	
EXPENDITURES:					
Current:					
Public works	30,000	30,000	22,636	7,364	
Total expenditures	30,000	30,000	22,636	7,364	
Net Change in Fund Balance	<u>\$</u>	<u>\$ -</u>	2	\$ 2	
FUND BALANCE:					
Beginning of year			(2)		
End of year			\$ -		

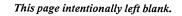
City of Bradbury

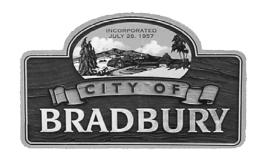
Schedule of Revenues, Expenditures, and Change in Fund Balance - Budget and Actual Proposition C Special Revenue Fund

		Bu	dget				Varia	nce with
		Original		Final	Actual Amounts		Final Budget	
REVENUES:	-							
Use of money and property	\$	100	\$	100	\$	1,447	\$	1,347
Intergovernmental		17,550	-	17,550		18,434		884
Total revenues	***************************************	17,650		17,650		19,881		2,231
EXPENDITURES:								
Current:								
Public works		70,000		73,867		74,700		(833
Total expenditures		70,000		73,867		74,700		(833
REVENUES OVER (UNDER) EXPENDITURES	***************************************	(52,350)		(56,217)		(54,819)		1,398
Net Change in Fund Balance	\$	(52,350)	\$	(56,217)		(54,819)	\$	1,398
FUND BALANCE:								
Beginning of year						56,218		
End of year					\$	1,399		

City of Bradbury Schedule of Revenues, Expenditures, and Change in Fund Balance - Budget and Actual SB 1 Gas Tax Special Revenue Fund For the Year Ended June 30, 2019

	Budget					Variance with		
	Original Final		Final	Actua	al Amounts	Final Budget		
REVENUES:								
Use of money and property	\$	-	\$	-	\$	331	\$	331
Intergovernmental		-		_		19,604		19,604
Total revenues	***************************************			-		19,935	·	19,935
EXPENDITURES:								
Current:								
Public works				21,623		21,623		-
Total expenditures		-		21,623		21,623	-	-
REVENUES OVER (UNDER) EXPENDITURES		-		(21,623)		(1,688)		19,935
OTHER FINANCING SOURCES:								
Transfers in		-		-		6,623		6,623
Total other financing sources		-			*************************	6,623		6,623
NET CHANGE IN FUND BALANCE	\$	_	\$	(21,623)		4,935	\$	26,558
FUND BALANCE:								
Beginning of year						-		
End of year					\$	4,935		





Richard T. Hale, Jr., Mayor (District 1)
Monte Lewis, Mayor Po 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: May 19, 2020

SUBJECT: AMENDMENT NO. 1 TO THE PROFESSIONAL SERVICES

AGREEMENT FOR ANIMAL CONTROL SERVICES WITH THE

PASADENA HUMANE SOCIETY & SPCA

ATTACHMENT: 1) Amendment No. 1

2) Agreement for Animal Control Services with PHS

3) Pasadena Star News Article

RECOMMENDATION

Staff recommends the City Council authorize the City Manager to sign Amendment No. 1 (Attachment #1) to the professional services agreement for animal control services with the Pasadena Humane Society and SPCA (Attachment #2).

ANALYSIS

During the July 2019 meeting, the City Council first heard the Pasadena Humane Society's ("PHS") rate increase for the City of Bradbury ("City"). During this time period, PHS had performed a rate and operations study and discovered that the operational services provided to cities were being supported by other areas in the organization. As such, PHS was moving toward altering their rates for all the cities' services to cover the operational costs to provide animal care and control services. The City of Bradbury was one of the first cities to undergoing the rate change. Ultimately, the City Council moved forward with renewing the City's contract with PHS (Attachment #2) during their August 2019 meeting.

Since the City's adoption of their contract, PHS has embarked on further discussions with the remaining cities on the contract increases. Similar to Bradbury, there was significant

FOR CITY COUNCIL AGENDA	AGENDA ITEM #
-------------------------	---------------

pushback on the rate spikes (Attachment #3), and negotiations ensued between the cities' staff and PHS. What ultimately transpired were temporary rate freezes and/or rate decreases while the cities' staff explore all animal control service options. These options include a long-term contract with PHS, a change in service provider from PHS to the County, or the formation of a joint powers authority with local cities seeking animal control services. The preferred option is a long-term contract with PHS in conjunction with the other cities; however, based on the dramatic cost increase of the other cities' proposals, this is still being analyzed by all the involved cities.

FINANCIAL REVIEW

The current cost to Bradbury for PHS services is \$15,873.60 per year. Per the negotiated rate located in Amendment No. 1, cost for services would decrease to \$12,971.00 for the fiscal years 2019-2020 and 2020-2021. This is a savings of \$5,805.20 over the course of the two fiscal years. As specified in Amendment No. 1, excess funds already paid toward the contract shall be credited to the City toward future payments.

ATTACHMENT # 1

AMENDMENT NO. 1 TO THE PROFESSIONAL SERVICES AGREEMENT FOR ANIMAL CONTROL SERVICES BETWEEN THE CITY OF BRADBURY AND THE PASADENA HUMANE SOCIETY & SPCA

This amendment No. 1 ("Amendment No. 1") is hereby made and entered into as of this __ day of May, 2020, by and between the City of Bradbury, a general law city ("Bradbury"), and the Pasadena Humane Society & SPCA ("PHS"), with respect to that certain Professional Services Agreement between the Parties dated August 20, 2019 (the "Agreement").

- 1. Notwithstanding the calculations set forth in Exhibit "A" to the Agreement, for the period commencing July 1, 2019 and ending June 30, 2020, Bradbury's fee for services shall be the sum of is \$1,080.91 per month for a total payment to PHS of \$12,971.00. Any excess previously paid in excess of said total shall be credited to Bradbury toward future payments;
- 2. Notwithstanding the calculations set forth in Exhibit "A" to the Agreement, for the period commencing July 1, 2020 and ending June 30, 2021, Bradbury's fee for services shall be the sum of is \$1,080.91 per month for a total payment to PHS of \$12,971.00.

All of the remaining terms and provisions of the Agreement are hereby reaffirmed.

In witness whereof the Parties have executed this Amendment No. 1 on the date set forth above.

CITY OF BRADBURY	PASADENA HUMANE SOCIETY & SPC				
Kevin Kearney City Manager	Dia DuVernet President & CEO				
ATTEST:					
Claudia Saldana City Clerk	VP of Administration				
APPROVED AS TO FORM:					
Cary S. Reisman City Attorney					

ATTACHMENT # 2

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

THIS AGREEMENT, made and entered into as of this 20th day of August 2019, by and between the CITY OF BRADBURY, a municipal corporation (hereinafter referred to as "City") and the PASADENA HUMANE SOCIETY, SPCA (hereinafter referred to as "SOCIETY"):

RECITALS

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

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

WHEREAS, the performance of this Agreement by Society shall be consistent with the mission statement of Society;

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

SECTION 1. TERM. The services provided pursuant to this Agreement shall be for a period of three (3) years beginning on July 1,2019, and ending June 30, 2022, unless terminated as provided by Section 26.

SECTION 2. APPOINTMENT. City appoints Society as the Animal Control Officer and Poundmaster of the City of Bradbury for the period beginning July 1, 2019 and ending June 30, 2022, and hereby authorizes, directs and empowers Society to perform during the term of this Agreement all the powers and duties conferred and imposed upon the Director Animal Control Officer and Poundmaster by the Code and applicable state laws as they may be amended from time to time.

SECTION 3. ACCEPTING OF APPOINTMENT. Society agrees to undertake and perform all the powers and duties conferred and imposed upon the Animal Control Officer and Poundmaster during the term of the Agreement.

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

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

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

SECTION 7. ANIMAL BITES. Society agrees to investigate animal bite cases referred to Society, and notify, as appropriate, the LA County Department of Rabies Control so that they can place the animal under quarantine at either the owner's residence or the Society, pursuant to law.

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

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

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

- A. Society shall respond to emergency calls and arrive on scene within 45 minutes of receipt of such calls.
- B. Society shall respond to any routine call within two hours of receipt or if appropriate, schedule an appointment with the requesting party.

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

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

SECTION 10. SPAYING OR NEUTERING. Society agrees to impose the requirements to guarantee spaying or neutering, pursuant to Los Angeles County Code Title 10, Division 1, Chapter 10.20, Part 4, or other applicable law. Society will not release such an animal to a Bradbury resident unless there has been compliance with the applicable Code provision.

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

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

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

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

Society agrees that all licensing and registration information obtained shall

become the property of the City of Bradbury and shall be surrendered at no additional cost to the City upon termination of this agreement in a form acceptable to both parties.

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

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

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

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

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

SECTION 17. RELOCATION OF WILD ANIMALS. If Society encounters any wild animal prohibited by the Code, i.e. a wild animal confined on private property, during the performance of this Agreement, Society shall contact the California Department of Fish and Wildlife, which has jurisdiction over wildlife.

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

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

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

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

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

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

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

Each policy of insurance required hereunder shall:

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

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

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

SECTION 22. COMPENSATION. In consideration for all services provided to City under this Agreement, City agrees to pay Society at a rate listed in Exhibit A.

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

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

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

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

CITY:

Kevin Kearney
City Manager
City of Bradbury
600 Winston Avenue
Bradbury, CA 91008

WITH A COURTESY COPY TO:

Cary S. Reisman City Attorney c/o Jones & Mayer 3777 N. Harbor Blvd Fullerton, CA 92835

SOCIETY:

Dia DuVernet President/CEO

The Pasadena Humane Society & SPCA

361 South Raymond Avenue

Pasadena, CA 91105

SECTION 26. TERMINATION. This Agreement shall remain in effect after the term designated in Section 1, unless terminated by either party with or without cause by a 30-day prior written notice of such termination. City may terminate this Agreement for good cause during the term, upon first providing Society with a 30-day prior written notice. City may terminate this agreement without cause during the term upon first providing Society with a 90-day prior written notice. In any termination the notice shall state the termination date. In the event this Agreement is terminated, Society shall be paid for services satisfactorily rendered up to the termination date, based upon the pro-rated monthly rate as set forth in Section 22 of this Agreement. Society shall also pay to City all revenue collected from impound charges up to the termination date.

SECTION 27. COMPLIANCE WITH STATE LAWS. Society shall comply with all applicable state laws, including but not limited to, laws relating to animal shelters, humane organizations, lost, stray animals and neuter programs.

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

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

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

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

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

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

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

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

SECTION 32. ENTIRE AGREEMENT. This Agreement constitutes the entire agreement of the parties and supersedes a prior or contemporaneous representations or agreements of the parties. The Agreement may be revised or modified only by

written agreement of both parties signed by an authorized representative of each party.

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

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

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

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

CITY OF BRADBURY:

APPROVED AS TO FORM:

BV.

Kevin Kearney, City Manager

Cary S. Keisman, City Attorney

ATTEST:

Claudia Saldana, City Clerk

THE PASADENA HUMANE SOCIETY

BY:

Dia DuVernet, President/ CEO

EXHIBIT 'A'

-					The state of the s
City	Service	# of calls per year	Cost	lotal Cost	INOTES
Bradbury	All calls made to dispatch from contract area	86	150.32	14,731.36	Should include all calls made from this contract area to dispatch
	Additional cost, nuisance calls	4	122.67	490.68	Should only include calls that require follow up for public nuisance cases
	Additional cost, additional investigation	S	27.26	136.30	Should only include calls that require follow up for additional investigation
	Additional cost, court cases	0	954.00	00:00	Should only include calls that require preparation for court case
	All Kennel permit requests	0	44.30	0.00	Should include all kennel permit requests
	Total Animal Control Services	Se		15,358.34	
	Other Costs	Estimated # of contracts	Total Annual Cost	Total Cost	
		,	טט טטר גרג	2016 30	ETE 26 (1997) M. of convection costs nor conits
	License Canvassing	10	764.88	0.00	0.00 Presentations to city council only/ not included
				515.26	
	Total Other Costs	2			
	Total animal control services and other costs	ts	Contract Amount	15,873.60	
	Population of all cities combined	580,756	580,756 Licensing	4,421.40	4,421.40 Based on 2018 Licensing Income
	Bradbury Population	1,093	1,093 Impounds	120.00	120.00 Based on 2018 Impound Income
	Percentage per Capita	0.18820%	0.18820% Combined License & Impounds	4,541.40	
			Contract Amount	20,415.00	
	Note: number of calls are based on actual dispatch documents				
			Licensing	2,210.70	2,210.70 50% Retained by City
			spunodul	120.00	120.00 100% Retained by City
			Combined Totals Retained	2,330.70	
			Estimated Net Payments	18,084,30	18.084.30 Estimated amount of payments based on 2018 Licensing & Impound Revenues
			Current Expiring Contract Total	4,776.96	4,776.96 \$4.56/ per capita / Contract expires 6/30/19
			Less Licensing	-2,210.70	
			Less Impounds	-120.00	
			Current Net Payments of Expiring	20	
			Contract	2,446.26	9
			all co contract a contract	10 630 04	
			Increase per service cans	13,000,CI	+

ATTACHMENT #3

LOCAL NEWS

Arcadia gawks at 578% price jump for animal-control services

While the contract hasn't changed since the 1990s, the level of service provided by the shelter has expanded considerably, the agency says



The exterior of the Pasadena Humane Society on September 12, 2019 in Pasadena, California. (Photo by Bradley Bermont/SCNG)

By BRADLEY BERMONT | bbermont@scng.com and CHRISTOPHER YEE | cyee@scng.com | Pasadena Star-News PUBLISHED: September 12, 2019 at 4:46 p.m. | UPDATED: September 13, 2019 at 10:27 a.m.

Arcadia officials were stunned to learn the city's animal control bill will jump from about \$90,000 to \$525,000, if they choose to stick with the Pasadena Humane Society next year.

Outside of annual price adjustments, Arcadia's contract terms with the nonprofit animal shelter hasn't changed since the early 1990s, City Manager Dominic Lazzaretto said.

That's a problem, said <u>Pasadena Humane Society spokesman Jack Hagerman</u>. (In his role with the agency, Hagerman also writes a weekly pet column for this news group).

While the contract may be trapped in that bygone era, the level of service provided by the shelter has expanded considerably, he said.

Though communities used to view animal control as "dogcatchers, now we're much more focused on placement," Hagerman said. "Our adoption rates continue to go higher and our euthanization rates continue to plummet. These things don't happen by accident."

Besides offering more enrichment activities, behavior assessments and training for animals, Hagerman said the <u>Pasadena Humane Society</u> focuses on community services too, such as spay and neuter clinics and education programs.

"We're not only creating a <u>community that's better for our animals</u>, we're also helping residents better care for the pets and keep them safe," Hagerman said. "That's obviously a very different landscape than when those contracts were initially negotiated."

It took some time for the nonprofit to figure that out, Hagerman said. In an effort to "understand the true cost of doing business," the group hired a financial consultant **last year** to take a look at its books.

When the analysis was finished, the Pasadena Humane Society learned some of the existing animal control contracts were "out of whack" with the true cost of services, Hagerman said.

In Arcadia, Hagerman said the group was "providing a lot service for a very little amount of money." It's not sustainable for the nonprofit, he said.

But the increased rates aren't sustainable for the cash-strapped city either, officials said.

The city's current budget was approved with a \$400,000 deficit, despite a sales tax increase expected to raise \$8.6 million in tax revenue annually.

Shouldering the shelter's increased costs would be untenable, Lazzaretto said via email.

"A \$435,000 increase is equivalent to three to four police officers or firefighters," he said. "It's more than our entire Code Enforcement budget. This is not a trivial change for us."

Other municipalities have confronted this same problem, but none have been as hard-hit as Arcadia.

Both La Cañada Flintridge and Bradbury both renewed animal control contracts with the Pasadena Humane Society earlier this year.

La Cañada's contract jumped from nearly \$40,000 to more than \$146,000. Bradbury's went from about \$4,700 to more than \$20,000 — a 327% increase.

According to staff reports from both cities, it would have been too difficult to change providers and maintain the same level of service.

"(Arcadia) will probably find that what we're charging now is reasonable for the service that we're providing," Hagerman said.

But for Arcadia officials, the price tag isn't the only problem — it's how the Pasadena Humane Society arrived at it.

"We are dismayed at the lack of communication from the Humane Society and the limited amount of information they are providing to help us understand the need for such a drastic increase," Lazzaretto said. "In a time when transparency is essential, it has been missing here."

When read this quote, Hagerman replied: "It's not that we weren't providing enough information — we gave them a wealth of information — they just didn't like the answers we were giving them."

Even with the increase, the nonprofit "is still incurring expenses that we're not passing on to the cities," Hagerman said.

Newer contracts with the shelter, like those it holds with **unincorporated**Pasadena and **the city of** Glendale, are already in line with the increased costs of animal control and won't be subjected to the same price hikes, Hagerman said.

He stressed that the organization didn't want to lose the contract and stop serving the community, but it's in the city's hands now.

Before its contract with the Pasadena Humane Society expires in June 2020, Arcadia will investigate alternatives to using the nonprofit for animal control services, Lazzaretto said.

Options include contracting with other service providers, operating its own animal control service and partnering with other cities to jointly run an animal control service.

Officials in Monrovia, alarmed by the price jump seen in Monrovia, are considering joining the effort, according to a recent newsletter from City Manager Oliver Chi.

Staff writer Tyler Evains also contributed to this story.

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This article includes these updates/corrections:

- The Pasadena Humane Society hired an accounting firm in 2018.
- Unincorporated Pasadena is unlikely to see any adjustments in its contract with the nonprofit.
- Previously, this article stated the city's contract won't have to be adjusted.
 Jack Hagerman says the city's contract will likely be adjusted in the next few years.

Newsroom Guidelines News Tips Contact Us Report an Error



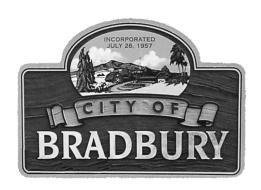
The Trust Project

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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: May 19, 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

AGENDA ITEM #

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

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.

This item was continued from the April 21, 2020 meeting to allow staff the opportunity to review the impacts of the proposed project to the City's current budget. Should the City Council move forward with this contract award, it is anticipated that the project can be constructed in June/July of 2020 and be completed prior to the start of the new school year.

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, SPECIFICIATIONS & 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
ТОТА	L	\$778,048.20
REIM	BURSEMENT 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. Unexpected 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 be needed 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 apparent low bidder's 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. The updated project's construction cost letters were delivered via mail on April 23, 2020.

To date, a total of seven (7) responses have been returned or emailed to the City. Of those responses six (6) were in favor and one (1) 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.

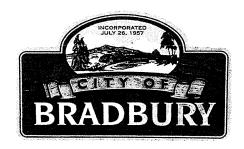
STAFF RECOMMENDATION

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; and
- 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 Mount Olive Lane Public Outreach Result 2)
- 3) Mount Olive Lane Sewer Exhibit
- General Fund Balance History 4)



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

City of Bradbury Agenda Memo

TO: Honorable Mayor and Members of the City Council

FROM: Kevin Kearney, City Manager

DATE: May 19, 2020

SUBJECT: FISCAL YEAR 2020-21 ANNUAL RATE ADJUSTMENT FOR

SOLID WASTE COLLECTION AND RECYCLING

ATTACHMENTS: 1. Annual Rate Review Letter & Rate Increases from Burrtec Waste

Services, LLC

SUMMARY

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

Attached are the proposed new rates for trash, recycling, manure, and green waste collection in the City of Bradbury (Attachment #1). It is recommended the City Council approve the refuse collection and recycling rates set forth in the attached charts to become effective July 1, 2020.

ANALYSIS

Burrtec Waste Services began providing franchised refuse collection and recycling services in the City of Bradbury on July 1997. The initial rates for Burrtec's services were set forth in its contract and were the result of a lengthy competitive bid process and extensive negotiations. In February 2011, City Council granted a contract extension along with service amendments to Burrtec Waste Industries to continue service until June 2018. In June 2016, the City Council granted another contract extension to continue until June 2025.

The City's contract with Burrtec sets forth a specific formula by which refuse collection and recycling rates are to be adjusted over time. The City's responsibility is to review the

rates proposed by Burrtec and confirm that the calculations are correct. The basic contract provisions are as follows:

- Rates are adjusted up or down based on the contract formula that accounts for various cost factors, including Consumer Price Index (CPI).
- A 4% cap is set forth on each annual adjustment.
- Burrtec may petition the City Council for an adjustment in excess of 4%, when justified by extraordinary circumstances.

Burrtec has submitted rate adjustments for residential barrel service, refuse bin service, green waste bin service, manure bin service, recycling bin service ad roll-off service. The majority of changes to the rates are attributed to service cost adjustment, green waste and manure processing/disposal, and recyclable processing and materials rebates.

Overall, Bradbury residents appear to be quite satisfied with Burrtec, and City Hall has received very few complaints about trash services. Since receiving Burrtec's request, Staff has been reviewing the cost data supplied by Burrtec, and the cost increases calculated by Burrtec seem reasonable.

Mr. Richard Nino, Vice President, will be present during this report to make a brief presentation and answer any specific questions.

FINANCIAL ANALYSIS

Burrtec provides approximately \$34,000 in franchise waste management fees to the City annually. There may be a minimal increase in revenue from franchise fees to the City from the additional fees collected from services rendered by residents.

STAFF RECOMMENDATION

It is recommended that the City Council approve the refuse collection and recycling rates set forth in the attached charts to become effective July 1, 2020.

ATTACHMENT # 1



May 5, 2020

Mr. Kevin Kearney City of Bradbury 600 Winston Ave. Bradbury, CA 91010

RE: Annual Rate Review

Dear Mr. Kearney:

Please accept this as Burrtec's formal request to initiate the annual rate review process for 2020.

The rate review is impacted by the following cost factors: service cost adjustment, refuse disposal, green waste, recyclables and manure processing/disposal. The July 2019 CPI was 3.26% as reported for the All Urban Consumer Price Index for the Los Angeles area. In addition this year's barrel services adjustment includes a small decrease in refuse disposal, a moderate increase for recyclables processing and a more pronounced impact to the green waste processing fees which is a direct function of increased green waste volumes.

The recyclables commodity market continues to experience significantly depressed recycling values to the extent that recycling revenues no longer offset the costs of processing, transportation, and residue disposal. This is best illustrated by the Paper Pulp Index (a national recyclables commodity market value index) where the mixed paper per ton market rates were recorded at \$181 per ton in 2011 and \$15 per ton through October 2018, a 92% decrease.

We understand these are difficult times for us all as we navigate through the COVID-19 pandemic. During this challenge we have continued to provide essential solid waste collection services to the City of Bradbury and its residents while protecting the health of our customers and workforce. Now more than ever, proper waste collection and disposal is important to maintain the public health and safety of our communities.

Thank you for your consideration of the requested rate adjustments and I look forward to meeting with you to further discuss.

Sincerely,

Richard Niño

Burrtec Waste Industries

Cc: Bob Coon, Chief Financial Officer, Burrtec Waste Industries

City of Bradbury Burrtec Waste Services Annual Refuse Collection and Recycling Rate Adjustment Effective July 1, 2020

	Current 2019	Proposed 2020 New	
	Rates	Rates	Change
Residential Service:		1000	Griange
90/60/60	21.79	23.32	7.02%
60/60/60	18.80	20.44	8.72%
40/60/60	17.46	19.19	
40/60/60 - Senior and/or handicapped	16.70	18.41	9.91%
Additional 90 gallon refuse container (each)	6.67		10.24%
Additional 60 gallon refuse container (each)		6.89	3.30%
Extra refuse container collection/service (each)	5.32	5.49	3.20%
Additional recycling container - one	14.10	14.56	3.26%
Additional recycling containers - two or more (each)	no charge	no charge	
Green waste containers (1-5 customer owned bbls)	1.35	1.40	3.70%
Green waste containers (6-11 customer owned bbls)	no charge	no charge	
Green waste containers (0-11 customer owned bbls)	24.65	25.45	3.25%
Additional green waste container (60 gal)	69.01	71.26	3.26%
Wildlife deterrent barrel (+ base fee)	1.35	1.40	3.70%
Barrel Exchange (one exchange per year at no charge,	7.22	7.45	3.19%
does not apply to graffit or damaged barrels)	n/a	16.43	n/a
Barrel Replacement (customer damaged) Backyard collection:	n/a	70.77	n/a
Resident requested convenience (+ base fee)	60.31	62.27	3.25%
Backyard collection - shuttle/scout (+ base fee)	60.31	62.27	3.25%
Manual backyard collection - shuttle (+ base)	79.55	82.14	3.26%
Senior and/or handicapped	base fee only	base fee only	0.2070
Bradbury Estates (scout service) (+ base fee)	6.69	6.91	3.29%
Refuse bin collection: Bin Size Times per Week 1 1			
-	93.67	96.13	2.63%
<u>-</u>	158.71	162.70	2.51%
	106.94	109.53	2.42%
-	180.10	184.19	2.27%
	135.64	138.87	2.38%
	222.43	227.31	2.19%
3 1 3 2	156.09	159.39	2.11%
	256.12	260.91	1.87%
3 3 3 4	376.35	383.28	1.84%
•	486.49	495.24	1.80%
3 5 3 6	596.58	607.13	1.77%
	706.75	719.11	1.75%
4 1	208.09	212.49	2.11%
4 2	338.25	344.54	1.86%
4 3	468.42	476.57	1.74%
4 4	598.65	608.67	1.67%
4 5	728.81	740.71	1.63%
4 6	858.97	872.74	1.60%
6 1	312.19	318.81	2.12%
6 2	480.80	489.36	1.78%
6 3	649.38	659.87	1.62%
6 4	818.00	830.43	1.52%
6 5	986.57	1,000.94	1.46%
6 6	1,155.15	1,171.46	1.41%
		•	

City of Bradbury Burrtec Waste Services Annual Refuse Collection and Recycling Rate Adjustment Effective July 1, 2020

		Current 2019	Proposed 2020 New	
		Rates	Rates	Change
Recycling bin co				
<u>Bin Size</u>	Times per Week			
60 gal	1	10.85	11.20	3.23%
1.5	1	74.43	80.62	8.32%
2	1	93.57	101.65	8.64%
2	2	132.96	147.33	10.81%
3	1	115.93	127.24	9.76%
3	2	174.79	195.55	11.88%
3	3	254.37	285.24	12.14%
3	4	323.57	364.22	12.56%
3	5	392.75	443.19	12.84%
3	6	461.97	522.19	13.04%
Green waste bin	collection:			
<u>Bin Size</u>	Times per Week			
1.5	1	86.16	87.84	1.95%
2	1	122.61	125.11	2.04%
2 `	2	245.25	250.25	2.04%
3	1	174.14	177.56	1.96%
3	2	288.63	293.55	1.70%
3	3	423.28	430.35	1.67%
3	4	548.80	557.71	1.62%
3	5	674.29	685.05	
3	6	799.85	812.45	1.60% 1.58%
Manure bin colle	ction:			
Bin Size	Times per Week			
1.5	1	131.21	134.21	2.29%
2	1	182.67	186.94	2.29%
2	2	365.39	373.90	2.34%
3	1	264.23	270.30	
3	2	468.83		2.30%
3	3		479.02	2.17%
3	4	693.59	708.57	2.16%
3	5	909.22	928.67	2.14%
3	6	1,124.81	1,148.74	2.13%
3	0	1,340.46	1,368.88	2.12%
Bin push rates:				
<u>Distance</u>	Times per Week			
0'-25'	all frequencies	0.00	0.00	n/a
26'-50'	per pick-up	6.14	6.34	3.26%
51'-75'	per pick-up	9.23	9.53	3.25%
76'-100'	per pick-up	12.27	12.67	3.26%
101'-125'	per pick-up	15.35	15.86	
126'-150'	per pick-up	18.44	19.04	3.32%
151'-175'	per pick-up	21.49		3.25%
176'-200'	per pick-up		22.20	3.30%
200'+	foot/per pick-up	24.58	25.38	3.25%
		0.11	0.11	0.00%
Bradbury Estates	- pullout service (per bin per collecti	on) 43.35	44.77	3.28%

City of Bradbury Burrtec Waste Services Annual Refuse Collection and Recycling Rate Adjustment Effective July 1, 2020

		Current 2019 Rates	Proposed 2020 New Rates	Change
Refuse rolloff cor	ntainers:			Onlange
<u>Size</u>	<u>Tonnage</u>			
10	5	475.92	482,43	1.37%
20	5	475.92	482.43	1.37%
30	5	475.92	482.43	1.37%
40	5	475.92	482.43	1.37%
Compactor	5	530.15	538.43	1.56%
Green waste rollo	off containers:			
<u>Size</u>	<u>Tonnage</u>			
All sizes	plus disposal	210.84	217.71	3.26%
Manure roll-off co	ontainers:			
<u>Size</u>	Tonnage			
All sizes	plus disposal	210.84	217.71	3.26%
Construction & D	emolition containers			
<u>Size</u>	<u>Tonnage</u>			
All sizes	plus disposal	280.62	289.76	3.26%
Extra Bin Service	- ·			
	n collection/service	47.46	49.01	3.27%
	one exchange per year at no charge, y to graffit or damaged bins)	n/a	82.14	n/a
	ent + actual cost of bin (lost or stolen)	n/a	90.99	n/a
Lock - monthly		6.67	6.89	3.30%
Lock removed	- damaged by customer	28.07	28.98	3.24%
Temporary Bin Ser				O.∠¬ /V
3 Cubic Yd (7 c		138.90	143.43	3.26%
Dump & Return		138.90	143.43	3.26%
•	- Weekly Rent Fee	197.58	203.91	3.20%
Femporary Boxes -	-	28.21	29.13	3.26%
Roll-Off Dry Run/R		64.14	66.23	3.26%

		Increase/Percent	Total	Franchise Fees	Total Disposal	Recycling Rebate/Process	Service Disposal	Components	
0004000	(a)	+						1	
183.18 pounds/month at \$50.27/ton 102.21 pounds/month at \$46.93/ton 30.35 pounds/month at \$26.28/ton 9% of total rate. 122.12 pounds/month at \$50.27/ton 81.41 pounds/month at \$50.27/ton	CPI 7/2018	\$1.72	\$21,79	1.96	7.40	4.60 2.40 0.40	\$12.43 \$12.43	90 Gallon	
s/month s/month a month a e. s/month a	3.90%	8.57%		(4)	3	903 E	(a)		
at \$50.27/ton at \$46.93/ton it \$26.28/ton at \$50.27/ton t \$50.27/ton		\$1.71	\$18.80	1.69	5.87	3.07 2.40	\$11.24 \$11.24	60 Gallon	Currer
		10.01%				(5)			nt Rates
		\$1.72	\$17.46	1.57	4.85	2.05 2.40	\$11.04 \$11.04	40 Gallon	Current Rates July 2019
		10.93%				(6)			
		\$1.70	\$16.70	1.50	4.85	2.05	\$10.35 \$10.35	40 Senior	
		11.33%				(6)			
 166.33 pounds/month at \$50.27/ton 140.77 pounds/month at \$48.19/ton 30.26 pounds/month at \$53.47/ton 9% of total rate. 110.88 pounds/month at \$50.27/ton 73.92 pounds/month at \$50.27/ton 	(a) CPI 7/2019	\$1.53	\$23,32	2.10	8.38	4.18 3.39	\$12.84 \$12.84	90 Gallon	
ds/month ds/month : s/month : ite. ds/month	3.26%	7.02%		(4)	(3)	£ (2)	(a)		
at \$50.27/ton at \$48.19/ton at \$53.47/ton at \$50.27/ton at \$50.27/ton	-	\$1.64	\$20.44	1.84	6.99	2.79 3.39	\$11.61 \$11.61	60 Gallon	Propos
		8.72%				(5)			ed Rates
		\$1.73	\$19.19	1.73	6.06	1.86 3.39	\$11.40 \$11.40	40 Gallon	Proposed Rates July 2020
		9.91%				(6)			
		\$1.71	\$18.41	1.66	0.81	1.86 3.39	\$10.69 \$10.69	40 Senior	
		10.24%				(6)			

CITY OF BRADBURY Burtec Waste Services, LLC July 2020 Refuse Bin Components

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| 386,05 | 334.02 | 267.93 | 224.00 | 330.00 | 177 83 | 369.90 | 319.64 | 269.37 | 20.07 | 740.05 | 118.52

 | 332.18 | 283.50 | 234.87
 | 186.22
 | 128.72 | 88.90 | 131.00
 | 34.93
34.93 | 109.93
 | 69.77
 | 107.14 | 66.10 | | Rate | Service | |
| 15.06 | 13.03 | 11.00 | 0.97 | 0.94 | D | 14.43 | 12.47 | 10.51 | 0.04 | 5.58 | 4.62

 | 12.96 | 11.06 | 9,16
 | 7.26
 | 5.02 | 3.47 | Ö.
 | 3.39 | 4.29
 | 2.72
 | 4.18 | 2.58 | | 3.90% | CPI | Currer |
| 496.67 | 397.33 | 00.862 | 198.67 | 490.03 | 33 | 397.33 | 331.11 | 264.89 | 198.67 | 132.44 | 66.22

 | 298.00 | 248.33 | 198.67
 | 149.00
 | 99.33 | 49.67 | 00.22
 | 33.11 | 49.67
 | 24.83
 | 33.11 | 16.56 | \$50.27 | Disposal | | Current Rates July 2019 |
| 88.79 | 73.62 | 58.45 | 43.28 | 28.09 | 200 | 77.31 | 65.59 | 53,88 | 42.16 | 30.44 | 18.73

 | 63.61 | 53.69 | 43.79
 | 33.87
 | 23.05 | 14.05 | 20.02
 | 12.21 | 16.21
 | 9.62
 | 14.28 | 8.43 | 9% | Fee | Franchise | 6102 |
| 49 | €9 | | | - | • | _ | | - | 49 | | 47

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 | 41 | 44 | T | s | | |
| 986.57 | 818.00 | 649.38 | 480.80 | 372,79 | | 858.97 | 728.81 | 598.65 | 468.42 | 338.25 | 208.09

 | 706.75 | 596.58 | 486.49
 | 376.35
 | 256.12 | 156.09 | 222.43
 | 135.64 | 180.10
 | 106.94
 | 158.71 | 93.67 | Rate | ervice | Total | |
| 401.11 | 347.05 | 292.93 | 238,85 | 184.// | | 384.33 | 332.11 | 279.88 | 227.59 | 175.37 | 123.14

 | 345.14 | 294.56 | 244.03
 | 193.48
 | 133.74 | 92.37 | 136.19
 | 90.32 | 114.22
 | 72.49
 | 111.32 | 68.68 | | Rate | Service | |
| 13.08 | 11.31 | 9.55 | 7.79 | 6.02 | | 12.53 | 10.83 | 9.12 | 7.42 | 5.72 | 4.01

 | 11.25 | 9.60 | 7.96
 | 6.31
 | 4.36 | 3.01 | 4.44
 | 2.94 | 3.72
 | 2.36
 | 3.63 | 2.24 | | 3.26% | CPI | Propos |
| 496.67 | 397.33 | 298.00 | 198.67 | 99.33 | | 307 33 | 331.11 | 264.89 | 198.67 | 132.44 | 66.22

 | 298.00 | 248.33 | 198.67
 | 149.00
 | 99.33 | 49.67 | 66.22
 | 33.11 | 49.67
 | 24.83
 | 33.11 | 16.56 | \$50.27 | Disposal | | Proposed Rates July 2020 |
| 90.08 | 74.74 | 59.39 | 44.05 | 28.69 | 0.00 | 78 55 | 66.66 | 54.78 | 42.89 | 31.01 | 19.12

 | 64.72 | 54.64 | 44.58
 | 34.49
 | 23.48 | 14.34 | 20.46
 | 12.50 | 16.58
 | 9.85
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 | 12.36 | 10.55 | 8.75
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 | 4.79 | <u>ဒ</u> .ဒ၀ | 4.88
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| 1.46% | 1.52% | 1.62% | 1.78% | 2.12% | 1.00% | 1 000/ | 1 63% | 1.67% | 1.74% | 1.86% | 2.11%

 | 1.75% | 1.77% | 1.80%
 | 1.84%
 | 1.87% | 2.11% | 2.19%
 | 2.38% | 2.27%
 | 2.42%
 | 2.51% | 2.63% | % | Increase | | |
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109.93 4.29 49.67 16.52 \$ 106.94 72.49 33.11 12.50 \$ 198.67 \$ 4.09 1 109.93 3.39 5 16.50 99.33 2.94 33.11 12.50 \$ 198.67 \$ 3.39 2 128.72 5.02 99.33 23.05 \$ 14.54 \$ 47.90 38.75 \$ 376.35 193.48 6.31 149.00 34.49 \$ 332.28</td><td> Triallutinty</td><td> Rate 3.90% Disposal Fee Sarvice Rate 3.26% Disposal Fee \$8.027 9% Rate \$5.027 \$5.02</td><td> Service CP Franchise Total Service CP Service Se</td></td></td> | 3 186.22 7.26 149.00 33.87 \$ 376.35 193.48 6.31 149.00 34.49 \$ 332.28 \$ 6.93 4 234.87 9.16 248.67 43.79 \$ 486.49 244.03 7.96 198.67 44.58 \$ 495.24 \$ 8.75 5 283.50 11.06 248.33 53.69 \$ 596.58 294.03 7.96 198.67 44.58 \$ 495.24 \$ 8.75 6 332.18 12.96 298.00 63.61 \$ 706.75 345.14 11.25 298.00 64.72 \$ 719.11 \$ 12.36 1 118.52 4.62 66.22 18.73 \$ 208.09 123.14 4.01 66.22 19.12 \$ 719.11 \$ 12.36 1 118.57 4.62 66.22 18.73 \$ 208.09 123.14 4.01 66.22 19.12 \$ 4.40 2 168.79 6.58 132.44 30.44 \$ 338.25 175.37 5.72 132.44 31.01 \$ 344.54 \$ 6.29 3 19.67 12.47 331.11 66.89 \$ 28 | 2 1728.72 5.02 99.33 23.05 \$ 256.12 133.74 4.36 99.33 23.48 \$ 260.91 \$ 4.79 3 186.22 7.26 149.00 33.87 \$ 376.35 193.48 8.31 149.00 34.49 \$ 383.28 \$ 6.93 4 234.87 9.16 198.67 43.79 \$ 486.49 \$ 244.03 7.96 198.67 44.58 \$ 495.24 \$ 8.75 5 283.50 11.06 248.33 53.69 \$ 596.58 294.56 296.00 64.72 \$ 607.13 \$ 10.55 6 332.18 12.96 298.00 63.61 \$ 706.75 345.14 11.25 298.00 64.72 \$ 719.11 \$ 10.55 1 118.52 4.62 66.22 18.73 \$ 208.09 123.14 4.01 66.22 19.12 \$ 212.49 \$ 4.40 1 118.52 4.62 66.22 18.73 \$ 208.09 123.14 4.01 66.22 19.12 \$ 212.49 \$ 4.40 1 118.52 4.62.89 5.388 \$ 598.65 | 1 88.90 3.47 49.67 14.05 \$ 156.09 92.37 3.01 49.67 14.34 \$ 159.39 \$ 3.30 2 128.72 5.02 99.33 23.05 \$ 256.12 133.74 4.36 99.33 23.48 \$ 260.91 \$ 4.79 3 186.22 7.26 149.00 32.05 \$ 256.12 133.74 4.36 99.33 23.48 \$ 260.91 \$ 4.79 4 234.87 9.16 198.67 43.79 \$ 486.49 244.03 7.96 198.67 44.58 \$ 383.28 \$ 6.93 4 234.87 9.16 198.67 43.79 \$ 486.49 244.03 7.96 148.63 149.00 34.49 \$ 332.28 \$ 6.93 5 234.87 9.16 198.67 43.59 \$ 596.58 294.56 9.96 248.33 54.64 \$ 607.13 \$ 10.55 1 118.52 4.62 66.22 18.73 \$ 208.09 123.14 4.01 4.22 | 2 13.00 9.11 66.22 2002 \$ 222.43 136.19 4.44 66.22 20.46 \$ 27.31 \$ 4.88 1 88.90 3.47 49.67 14.05 \$ 156.09 92.37 3.01 49.67 14.34 \$ 159.39 \$ 3.30 2 128.72 5.02 99.33 23.05 \$ 256.12 133.74 4.36 99.33 23.48 \$ 260.91 \$ 4.79 3 186.22 7.26 149.00 33.87 \$ 436.49 99.33 23.48 \$ 260.91 \$ 4.79 4 234.87 9.16 198.67 44.38 \$ 33.28 \$ 495.24 \$ 6.93 5 238.50 11.06 248.33 53.69 \$ 596.58 294.56 9.60 248.33 54.64 \$ 495.24 \$ 10.55 2 168.79 6.622 18.73 \$ 208.09 123.14 4.01 66.22 191.15 \$ 42.89 \$ 476.57 \$ 12.36 1 118.52 4.62 132.4 | 1 86.93 3.39 33.11 12.21 \$ 135.64 90.32 2.94 33.11 12.50 \$ 138.87 \$ 3.23 2 131.08 5.11 66.22 20.02 \$ 222.43 136.19 4.44 66.22 20.46 \$ 227.31 \$ 4.88 1 88.90 3.47 49.67 14.05 \$ 156.09 92.37 3.01 49.67 14.34 \$ 159.39 \$ 3.30 2 128.72 5.02 98.33 23.05 \$ 256.12 133.74 4.36 99.33 23.48 \$ 260.91 \$ 4.79 3 186.22 7.26 149.00 33.87 \$ 365.35 193.48 4.36 99.33 23.48 \$ 260.91 \$ 4.79 4 234.87 9.16 198.67 43.79 \$ 486.49 244.03 7.96 198.67 44.58 \$ 4.79 4 234.87 11.06 248.33 53.69 \$ 596.58 294.56 9.60 248.33 54.44 \$ 607.13 \$ 10.55 283.50 11.06 24.62 18.73 \$ 208.09 123.14 <td>2 109.93 4.29 49.67 16.21 \$ 180.10 114.22 3.72 49.67 16.58 \$ 184.19 \$ 4.09 1 86.93 3.39 33.11 12.21 \$ 135.64 90.32 2.94 33.11 12.50 \$ 138.87 \$ 3.23 2 131.08 5.11 66.22 20.02 \$ 222.43 136.19 4.44 66.22 20.46 \$ 227.31 \$ 4.88 1 88.90 3.47 49.67 14.05 \$ 156.09 92.37 3.01 49.67 14.34 \$ 159.39 \$ 3.30 1 128.72 7.26 149.00 33.75 \$ 376.55 193.48 6.31 149.03 3.47 4.36 99.33 23.48 \$ 260.91 \$ 4.79 3 186.22 7.26 149.00 33.61 \$ 296.56 294.56 9.03 23.48 \$ 260.91 \$ 4.79 4 234.67 9.16 186.77 43.79 \$ 486.49 294.56 9.00 248.33<!--</td--><td>1 69,77 2,72 24.83 9,62 \$ 106,94 72,49 2,36 24,83 9,85 \$ 109,53 \$ 2,59 2 109,93 4,29 49,67 16,21 \$ 180,10 114,22 3,72 49,67 16,58 \$ 184,19 \$ 4,09 1 86,93 3,39 33,11 12,21 \$ 135,64 90,32 2,94 33,11 12,50 \$ 138,87 \$ 4,09 2 131,08
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\$5.027 \$5.02</td> <td> Service CP Franchise Total Service CP Service Se</td> | 1 69,77 2,72 24.83 9,62 \$ 106,94 72,49 2,36 24,83 9,85 \$ 109,53 \$ 2,59 2 109,93 4,29 49,67 16,21 \$ 180,10 114,22 3,72 49,67 16,58 \$ 184,19 \$ 4,09 1 86,93 3,39 33,11 12,21 \$ 135,64 90,32 2,94 33,11 12,50 \$ 138,87 \$ 4,09 2 131,08 5,11 66,22 20,02 \$ 22,43 33,11 12,50 \$ 138,87 \$ 4,88 1 88,90 3,47 49,67 14,05 \$ 256,12 133,74 4,36 93,33 23,48 \$ 227,31 \$ 4,88 1 11,06 248,33 23,69 \$ 36,49 244,53 3,93 \$ 4,79 283,76 11,06 248,33 33,69 \$ 486,49 244,03 7,96 198,67 4,58 \$ 495,24 \$ 8,76 283,78 4,40 34,24 34,01 1,25 | 2 107.14 4.18 33.71 14.28 \$ 156.71 111.32 3.63 33.11 14.64 \$ 162.70 \$ 3.99 5 1 169.77 2.72 24.83 9.62 \$ 106.94 72.49 2.36 24.83 9.85 \$ 109.53 \$ 2.59 1 86.93 3.39 33.11 12.21 \$ 135.64 90.32 2.94 33.11 12.50 \$ 184.19 \$ 4.09 2 131.08 5.11 66.22 20.02 \$ 222.43 136.19 4.44 66.22 20.46 \$ 227.31 \$ 4.88 1 88.90 3.47 49.67 14.05 \$ 156.09 93.37 3.01 49.67 14.34 \$ 159.39 \$ 3.30 1 12.27 5.02 99.33 23.05 \$ 256.12 133.74 4.36 99.33 23.46 \$ 4.79 3 12.26 19.00 33.87 \$ 376.35 193.47 4.36 99.33 23.46 \$ 4.79 3 | 1 68.10 2.58 16.56 8.43 \$ 93.67 68.68 2.24 18.56 8.85 \$ 96.13 \$ 2.46 2 107.14 4.18 33.11 14.28 \$ 158.71 111.32 3.63 33.11 14.64 \$ 162.70 \$ 3.99 1 109.93 4.29 24.83 9.62 \$ 106.94 72.49 2.36 24.83 9.85 \$ 119.53 \$ 2.59 1 109.93 4.29 49.67 16.21 \$ 106.94 72.49 2.36 24.83 9.85 \$ 119.63 \$ 2.59 1 109.93 4.29 49.67 16.52 \$ 106.94 72.49 33.11 12.50 \$ 198.67 \$ 4.09 1 109.93 3.39 5 16.50 99.33 2.94 33.11 12.50 \$ 198.67 \$ 3.39 2 128.72 5.02 99.33 23.05 \$ 14.54 \$ 47.90 38.75 \$ 376.35 193.48 6.31 149.00 34.49 \$ 332.28 | Triallutinty | Rate 3.90% Disposal Fee Sarvice Rate 3.26% Disposal Fee \$8.027 9% Rate \$5.027 \$5.02 | Service CP Franchise Total Service CP Service Se |

CITY OF BRADBURY
Burrtec Waste Services, LLC
July 2020
Recycling Bin Components

ယ	ω	ω	ω	ω	ယ	2	2	1.5	Bin Size	
თ	رن د	4	ယ	N		2			Frequency	
365.16	311.12	257.09	203.06	139.94	94.96	107.68	77.57	61.90	Service Rate	
14.24	12.13	10.03	7.92	5.46	3.70	4.20	3.03	2.41	CPI 3.90%	Curr
40.99	34.16	27.33	20.50	13.66	6.83	9.11	4.55	3.42	Recycling Processing \$ 26.28	Current Rates July 2019
41.58	35.34	29.12	22.89	15.73	10.44	11.97	8.42	6.70	Franchise Fee 9%	y 2019
₩	€	49	₩	69	₩	49	↔	↔	_ <u>\$</u> _	
461.97	392.75	323.57	254.37	174.79	115,93	132.96	93.57	74.43	Total Monthly Rate	
379.40	323.25	267.12	210.98	145.40	98.66	111.88	80.60	64.31	Service Rate	
12.37	10.54	8.71	6.88	4.74	3.22	3.65	2.63	2.10	CPI 3.26%	Propo
83.42	69.52	55.61	41.71	27.81	13.90	18.54	9.27	6.95	Recycling Processing \$ 53,47	Proposed Rates July 2020
47.00	39.88	32.78	25.67	17.60	11.46	13.26	9.15	7.26	Franchise Fee 9%	ly 2020
\$ 522.19	\$ 443.19	\$ 364.22	\$ 285.24	\$ 195.56	\$ 127.24	\$ 147.33	\$ 101.66	\$ 80.62	Total Monthly Rate	
		_		-				₩	=	L
60.	50.44	40.65	30.87	20.76	11.31	14.37	8.08	6.19	Increase \$	
22							8.64%	i i		

Note: There is 1 recycling bin subscription.

CITY OF BRADBURY
Burrtec Waste Services, LLC
July 2020
Manure Bin Components

			Curre	Current Rates July 2019	/2019				Propo	Proposed Rates July 2020	y 2020				
					Franchise		Total					Franchise		Franchise Total	
Bin Size	Frequency	Service Rate	CPI 3.90%	Disposal \$ 49.45	Fee 9%	3	Monthly Rate	Service Rate	CPI 3.26%	Disposal \$ 50.27		Fee 9%		~	
1.5		45.31	1.77	72.32	11.81	₩	131.21	47.08	1.53	73.52	2	2 12.08	12.08 \$	12.08 \$ 134.21	12.08 \$ 134.21 \$
8		67.18	2.62	96.43	16.44	₩	182.67	69.80	2.28	98.	င္ထ		16.83 \$		16.83 \$ 186.94 \$
Ν.	2	134,41	5.24	192.86	32.88	€9	365.39	139.65	4.55	196.05	05	05 33.65	33.65	33.65	33.65
ယ		92.21	3.60	144.64	23.78	69	264.23	95.81	3. 12	147	2		24.33		24.33 \$ 270.30 \$
ω	2	132.19	5.16	289.28	42.20	69	468.83	137.35	4.48	294.08	S :	08 43 11	43 11 - \$	43 11 - 5	43 11 \$ 479 02 \$
ယ	ω	189.84	7.40	433.92	62.43	49	693.59	197.24	6.43	441	3		63.78	63.78	63 78 \$ 708 57 \$
ú	4	239.48	9.34	578.57	81.83	49	909.22	248.82	8.11	58	3.16		83.58	83.58	83.58 \$ 928.67 \$
ယ	0	289.10	11.27	723.21	101.23	\$ 1	1,124.81	300.37	9.79	73,	5.20		103.38 \$ 1	103.38 \$ 1	103.38 \$ 1,148.74 \$
Ç	6	338.76	13.21	867.85	120.64	\$	\$ 1,340.46	351.97	11.47	88	2.24		123.20	123.20	123.20

CITY OF BRADBURY
Burrtec Waste Services, LLC
July 2020
Greenwaste Bin Components

ı Cı	ယ	, ω	, Cr	ယ	N	2	1.5	Size	D 3	
· Uī	4 1	. ω	N	·	2	_		Frequency		
289.10	239.48	189.84	132.19	92.21	134.41	67.18	45.31	Rate	0	
11.27	9.34	7.40	5.16	3.60	5.24	2.62	1.77	3.90%	3	Curre
313.24	250.59	187.94	125.30	62.65	83.53	41.77	31.32	\$ 48.19		Current Rates July 2019
60.68	49.39	38.10	25.98	15.68	22.07	11.04	7.76	9% 9%	Franchise	2019
49	49	49	49	49	s	₩	₩.	3		1
674.29	548.80	423.28	288.63	174.14	245.25	122.61	86.16	Rate	Total	
300.37	248.82	197.24	137.35	95.81	139.65	69.80	47.08	Service Rate		
9.79	8.11	6.43	4.48	3.12	4.55	2.28	1.53	3.26%	ļ	Propo
313.24	250.59	187.94	125.30	62.65	83.53	41.77	31.32	Disposal \$ 48.19		posed Rates July 2020
61.65	50.19	38.74	26.42	15.98	22.52	11,26	7.91	9%	Franchise	y 2020
(/)	₩	₩	69	₩	49	69	49	_ 3		
685.05	557.71	430.35	293.55	177.56	250.25	125.11	87.84	onthly Rate	otal	
↔	69	4	↔	↔	↔ .	69	€	- IX		
			_	6.5	Ç1	N		Increase \$		
10.76	8.91	7.07	4.92	3.42	5.00	50	1.68	Ğ		
	5 289.10 11.27 313.24 60.68 \$ 674.29 300.37 9.79 313.24 61.65 \$	4 239.48 9.34 250.59 49.39 \$ 548.80 248.82 8.11 250.59 5 0.19 \$ 5 289.10 11.27 313.24 60.68 \$ 674.29 300.37 9.79 313.24 61.65 \$	3 189.84 7.40 187.94 38.10 \$ 423.28 197.24 6.43 187.94 38.74 \$ 4 239.48 9.34 250.59 49.39 \$ 548.80 248.82 8.11 250.59 \$ 5 289.10 11.27 313.24 60.68 \$ 674.29 300.37 9.79 313.24 61.65 \$	2 132.19 5.16 125.30 25.98 \$ 288.63 137.35 4.48 125.30 26.42 \$ 3 189.84 7.40 187.94 38.10 \$ 423.28 197.24 6.43 187.94 38.74 \$ 4 239.48 9.34 250.59 49.39 \$ 548.80 248.82 8.11 250.59 50.19 \$ 5 289.10 11.27 313.24 60.68 \$ 674.29 300.37 9.79 313.24 61.65 \$	92.21 3.60 62.65 15.68 \$ 174.14 95.81 3.12 62.65 15.98 \$ 15.98 \$ 132.19 \$ 132.19 5.16 125.30 25.98 \$ 288.63 137.35 4.48 125.30 26.42 \$ 132.19 \$ 132.19 \$ 132.30 \$ 132.24 \$ 132.30 \$ 132.24 <t< td=""><td>2 134.41 5.24 83.53 22.07 \$ 245.25 139.65 4.55 83.53 22.52 \$ 1 92.21 3.60 62.65 15.68 \$ 174.14 95.81 3.12 62.65 15.98 \$ 2 132.19 5.16 125.30 25.98 \$ 288.63 137.35 4.48 125.30 26.42 \$ 3 189.84 7.40 187.94 38.10 \$ 423.28 197.24 6.43 187.94 38.74 \$ 4 239.48 9.34 250.59 49.39 \$ 548.80 248.82 8.11 250.59 50.19 \$ 5 289.10 11.27 313.24 60.68 \$ 674.29 300.37 9.79 313.24 61.65 \$</td><td>1 67.18 2.62 41.77 11.04 \$ 122.61 69.80 2.28 41.77 11.26 \$ 2 134.41 5.24 83.53 22.07 \$ 245.25 139.65 4.55 83.53 22.52 \$ 1 92.21 3.60 62.65 15.68 \$ 174.14 95.81 3.12 62.65 15.98 \$ 2 132.19 5.16 125.30 25.98 \$ 288.63 137.35 4.48 125.30 26.42 \$ 3 189.84 7.40 187.94 38.10 \$ 423.28 197.24 6.43 187.94 38.74 \$ 4 239.48 9.34 250.59 49.39 \$ 548.80 248.82 8.11 250.59 50.19 \$ 5 289.10 11.27 313.24 60.68 \$ 674.29 300.37 9.79 313.24 61.65 \$</td><td>1 45.31 1.77 31.32 7.76 \$ 86.16 47.08 1.53 31.32 7.91 \$ 1 67.18 2.62 41.77 11.04 \$ 122.61 69.80 2.28 41.77 11.26 \$ 2 134.41 5.24 83.53 22.07 \$ 245.25 139.65 4.55 83.53 22.52 \$ 1 92.21 3.60 62.65 15.68 \$ 174.14 95.81 3.12 62.65 15.98 \$ 2 132.19 5.16 125.30 25.98 \$ 288.63 137.35 4.48 125.30 26.42 \$ 3 189.84 7.40 187.94 38.10 \$ 423.28 197.24 6.43 187.94 38.74 \$ 4 239.48 9.34 250.59 49.39 \$ 548.80 248.82 8.11 250.59 50.19 \$ 5 289.10 11.27 313.24 60.68 \$ 674.29 300.37 9.79 313.24 61.65 \$</td><td>Frequency Rate 3.90% \$ 48.19 9% Rate Monthly Service CPI Disposal Fee Mo 1 45.31 1.77 31.32 7.76 \$ 86.16 47.08 1.53 31.32 7.91 \$ 1 67.18 2.62 41.77 11.04 \$ 122.61 69.80 2.28 41.77 11.26 \$ 2 134.41 5.24 83.53 22.07 \$ 245.25 139.65 4.55 83.53 22.52 \$ 1 92.21 3.60 62.65 15.68 \$ 174.14 95.81 3.12 62.65 15.98 \$ 2 132.19 5.16 125.30 25.98 \$ 174.14 95.81 3.12 62.65 15.98 \$ 15.98 \$ 174.14 95.81 3.735 4.48 125.30 26.42 \$ 12.30 26.42 \$ 12.30 26.42 \$ 12.30 26.42 \$ 12.30 26.42 \$ 12.30 \$ 12.30 26.42 \$ 12.30<</td><td>Franchise Total Service CPI Disposal Fee Monthly Rate 3.90% \$48.19 9% Rate Rate 3.26% \$48.19 9% Rate 1 45.31 1.77 31.32 7.76 \$ 86.16 47.08 1.53 31.32 7.91 \$ 1 67.18 2.62 41.77 11.04 \$ 122.61 69.80 2.28 41.77 11.26 \$ 2 134.41 5.24 83.53 22.07 \$ 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CITY OF BRADBURY
Burtec Waste Services, LLC
July 2020
Rolloff Rate Components

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			Cum	Current Rates July 2019	61027				Propo	Proposed Rates July 2020	ly 2020				
	Maximum	Service	CPI		Franchise Fee	₹ -	Total Monthly	Service	<u>오</u>		Franchise Fee	Total Monthly	ह	Increase Increase	ncrease
Size	Tonnage	Rate	3.90%	\$ 50.27	9.0%	_	ate	Rate	3.26%	3.26% \$ 50.27	9.0%	Rate		69	%
10/20 yard	CT1	174.92	6.82	251.35	42.83	44	42.83 \$ 475.92	181.74	5.92	251.35	43.42	43.42 \$ 482.43	69	6.51 1.37%	1.37%
30 yard	5	174.92	6.82	251.35	42.83 \$		475.92	181.74	5.92	251.35	43.42 \$	482.43	€9	6.51	1.37%
40 yard	5	174.92	6.82	251.35	42.83		475.92	181.74	5.92	251.35	43.42 \$	\$ 482.43	69	6.51	1.37%
Compactor	Ċī,	222.42	8.67	251.35	47.71	69	47.71 \$ 530.15	231.09	7.53	251.35	48.46 \$	538.43	G	8.28	1.56%
	!	:													

Greenwaste (Plus Disposal)

			Cur	Current Rates July 2019	2019			Prop	posed Rates July 2020	y 2020			
					Franchise	Total				Franchise	Total		
	Maximum	Service	CPI		Fee	Monthly	Service	<u>유</u>		Fee	Monthly	Increase	Increase
Size	Tonnage	Rate	3.90%	\$ 48.19	9.0%	Rate	Rate	3.26%	\$ 48.19	9.0%	Rate	64	%
All Sizes	Ċñ.	184.67	7.20		18.97	18.97 \$ 210.84	191.87	6.25		19.59	\$ 217.71	\$ 6.87	3.26%
													_

Manure (Plus Disposal)

Current Rates July 2019 Proposed Rates July 2020 Total Franchise Total Fee Monthly Monthly			7
Current Rates July 2019 Proposed Rates July 2020 Total Franchise Total Franchise Total Franchise Total Franchise Monthly Increase Service CPI Disposal Fee Monthly Increase Rate 3.26% \$ 50.27 9.0% Rate \$ 184.67 7.20 18.97 \$ 210.84 191.87 6.25 19.59 \$ 217.71 \$ 6.87	All Sizes	Size	
Current Rates July 2019 Proposed Rates July 2020 Total Franchise Total Franchise Total Franchise Total Franchise Total Fee Monthly Service CPI Disposal Fee Monthly Monthly Rate 3.26% \$ 50.27 9.0% Rate \$ 8 total 18.97 7.20 18.97 \$ 210.84 191.87 6.25 19.59 \$ 217.71 \$ 6.87	10	Maximum Tonnage	
urrent Rates July 2019 Proposed Rates July 2020 Total Pranchise Total Pranchise Total Franchise Total Increase Disposal Fee \$ 10.00 Monthly Rate Rate 3.26% \$ 50.27 9.0% Rate \$ 210.84 191.87 6.25 19.59 \$ 217.71 \$ 6.87	184.67	Service Rate	
Proposed Rates July 2020 hise Total Franchise Total B Monthly Service CPI Disposal Fee Monthly Increase K Rate Rate 3.26% \$ 50.27 9.0% Rate \$ 18.97 \$ 210.84 191.87 6.25 19.59 \$ 217.71 \$ 6.87	7.20	CPI 3.90%	
Proposed Rates July 2020 hise Total Franchise Total B Monthly Service CPI Disposal Fee Monthly Increase K Rate Rate 3.26% \$ 50.27 9.0% Rate \$ 18.97 \$ 210.84 191.87 6.25 19.59 \$ 217.71 \$ 6.87		rent Rates July Disposal \$ 10.00	
Proposed Rates July 2020 Service CPI Disposal Fee Rate Monthly Increase Rate 3.26% \$ 50.27 9.0% Rate \$ 191.87 6.25 19.59 \$ 217.71 \$ 6.87	18.97	2019 Franchise Fee 9.0%	
Proposed Rates July 2020 Service CPI Disposal Fee Rate Monthly Increase Rate 3.26% \$ 50.27 9.0% Rate \$ 191.87 6.25 19.59 \$ 217.71 \$ 6.87	\$ 210.84	Total Monthly Rate	
Disposed Rates July 2020 Total Total Increase S 50.27 9.0% Rate \$ 50.27 \$ 6.87	191.87	Service Rate	
Total Increase Rate \$	6.25	Prop CPI 3.26%	
Total Increase Rate \$		osed Rates Ju Disposal \$ 50.27	
Total Monthly Increase Rate \$ 217.71 S 6.87	19.59	y 2020 Franchise Fee 9.0%	
Increase \$ 8.87	69	7 ≤ →	
	217.71	otal onthly tate	
	\$ 6.87	Increase	
	3.26%		

Rolloff Rate Components C&D (Plus Disposal)

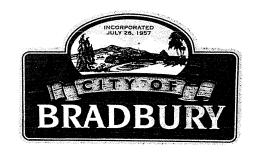
All Sizes	Size
10	Maximum Tonnage
245.77	Service Rate
9.59	Сите СРІ 3.90% (
	\$ 12 P
	Current Rates July 2019 Franch Fee 5 68.00 9.09
25.26 \$	/2019 Franchise Fee 9.0%
40	_ \ \ \
280.62	Total Monthly Rate
255.36	Service Rate
8.32	Prop CPI 3.26%
	Proposed Rates July 2020 Franchis I Disposal Fee 71.25 9.0%
26.08	Jiy 2020 Franchise Fee 9.0%
٠,	- S -
289.76	Total Monthly Rate
\$ 9.14	Increase
3.26%	Increase

Rolloff Rate Components Excess Disposal

4.78%		78.30	74.73		Ç
402.70%	\$ 44.25	55.24	10.99		Manure
0.00%		52.96	52.96		Greenwaste
0.00%	69	55.24	55.24		Refuse
-		Per Ton	Per Ton	Tonnage	Size
%	49	Disposal	Disposal	Maximum	!
Increase	Increase	Excess	Excess		
		Proposed Rates July 2020	Current Kates July 2019		

Bradbury 2020 - 4-13-20 City File

3.26%	\$29.13	\$28.21	windows (cital Section) of respecting allowed (time)
3.20%	\$203.91	\$197.58	Permanent Boxes (weekly) Temporary Boxes (changed deliver days are publication of the permanent Boxes)
3.26%	\$66.23	\$64.14	IKOI OT Dry Run Charge Rental Charges:
0.00%	\$0.11	\$0.11	Over 200 feet (per foot)
3.30%	\$22.20	\$21.49	151-175 feet 176-200 feet
3.32%	\$15.86	\$15.35 \$18.44	126-150 feet
3.26%	\$12.67	\$12.27	76-100 feet
3.26%	\$6.34	\$6.14	26-50 feet 51-75 feet
	N/C	N/C	Push-out Rates (Per Container 1x Per Week) 0-25 feet
3.24% 3.30%	\$28.98 \$6.89	\$28.07 \$6.67	Lock Removal/damaged by Customer (1 time) Lock Installed and Monthly Rental
3.26%	\$143,43	\$138,90	Locks
3.26%	\$143,43	\$138.90	Temp Bin Tem
3.23%	\$11.20	\$10.85	Commercial Recycling Barrel
n/a	\$90.99	n/a	Bin Replacement + actual cost of bin (lost or stolen)
n/a	\$82.14	n/a	Bin Exchange (one exchange per year at no charge, does not apply to graffiti or damaged bins)
3.26% 3.27%	\$14.56 \$49.01	\$14.10 \$47.46	Extra Pick-up Rate Barrel Bin
3.25% 3.26%	\$0.00 \$25.45 \$71.26	\$0,00 \$24,65 \$69.01	Green Waste Extra Barrel Service Extra barrels 0-5 Extra barrels 6-11 Extra barrels 6-11 Extra barrels 12-20
3.29% 3.28%	\$6.91 \$44.77	\$6.69 \$43.35	Bradbury Estates Scout Service (Recycling Barrel) Scout Service (Per Bin Per Pick-up)
3.25% 3.25% 3.26%	\$62.27 \$62.27 \$82.14 Base Fee Only	\$60.31 \$60.31 \$79.55 Base Fee Only	Backvard Collection (Billed Quarterly) Residential Requested Convenience Collection (Plus Base Fee) Resident Shuttle Collection - Curbside (Determined by us, Plus Base Fee) Manual Backyard Collection - Shuttle Service (Plus Base Fee) Senior and/or Handicapped Collection
n/a	\$70.77	n/a	Barrel Replacement (customer damaged)
3.19% n/a	\$16.43	n/a	Barrel Exchange (one exchange per year at no charge, does not apply to graffit or damaged barrels)
3.30%	\$6.89	\$6.67 \$7.22	Additional 90 Gallon Trash Barrel Wildlife Deterrent Barrels
3.70% 3.70%	\$1.40 \$1.40	\$1.35 \$1.35	Additional Green Waste Barrel Additional 60 Gallon Trash Barrel
			Residential Barrels (Monthly) Additional Recycling Barrel
Increase	July 2020 Proposed Rate	July 2019 Proposed Rate	Service



Richard T. Hale, Jr., Mayor (District 1) Monte Lewis, Mayor Po 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:

May 9, 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 $(56 \times .25)$ 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 –

AGENDA ITEM# 4

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

Liability

- o 11% \$49,565.42 + \$450,594.72 = \$500,160.14
- o 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 X .25 = \$112,648.68

Liability

- o 11% \$12,391.35 + \$112,648.68 = \$125,040.03
- o 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 X .40 = \$180,237.89

Liability

- o 11% \$19,826.17 + \$180,237.89 = \$200,064.06
- o 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 X .50 = \$225,297.36

Liability

- o 11% \$24,782.71 + \$225,297.36 = \$250.080.07
- o 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 X .75 = \$337.946.04

Liability

- o 11% \$37,174.06 + \$337,946.04 = \$375,120.10
- o 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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MUNICIPAL LAW ENFORCEMENT SERVICES AGREEMENT BY AND BETWEEN COUNTY OF LOS ANGELES AND CITY OF BRADBURY

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This Municipal Law Enforcement Services Agreement ("Agreement") is made and entered into this ________, day of _________, 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.

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- 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

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- 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

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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.

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- 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.

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- 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

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- 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.

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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

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- 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.

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- 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.
- 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

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- 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.

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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

- Unless otherwise specified herein, all notices or demands required or permitted to 10.1 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

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

City of Bradbury

Attn: CITY MANAGER

Address: 600 Winston Avenue, Bradbury, CA 91008

Phone #: 626-358-3218

11.0 **AMENDMENTS**

Except for changes pursuant to Paragraphs 8.2 and 8.4 of this Agreement, all 11.1 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.

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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 VILIANUEVA Sheriff
Date
CITY OF BRADBURY By Date 18 2019

ATTEST:

By Claudia Sollana
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

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



GITY:	į,	Bradbury			FISCAL YEAR:	2019-2020	120	m	EFFECTIVE DATE:	7/1/2019	
DEPUTY SHERIFF SERVICE UNIT			N		effragette für au Emisselt (Det	550 participation	To a second	APPLIA HOURS IN SEVENCE LAND	Margarithm on Konganan	H	
DEPUTY SHERIF SERVICE UNIT (BONUS	56-Hour Unit	307 0.25	0.25 0.00	\$ 427,104.00	\$ 106,776.00	\$ 11,745.36 \$	118,521.36	2,920	730	43,800	0.000
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SUPPLEMENTAL POSITIONS											
		/			STEALTO OTAL	Charles The	The state of the s	SPIRE PORTS	Manual Control		
			0.00			s s			0	0	0.000
Estimated Cost for Service Units:	S: \$	106,776.00	9009	1	Total Liability (11%): \$	10	11,745.36	Estim	- '		118,521.36
							Public Sarety Estimate	Public Safety Equipment Cost (See page 3): Estimated Total Annual Cost:	it (See page 3);	118,521.36	

The terms of this Service Level Authorization (SH-AD 575) will remain in effect until a subsequent SH-AD 575 is signed and received by LASD Notwithstanding, annual rates shall be revised annually per Sections 8.2 and 11.3 of the MLESA.

LASD Approval By:

SIGNATURE CO. ??

City Approval By:

"I certify that I am authorized to make this commissiont on behalf of the City

Report Prepared By:

Rudy Sanchez 5/21/2019 SERGEANT DATE

Processed at CLEB By:

RUDY SANCHEZ

6/27/1ª

CITY OFFICIAL NAME



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

SERVICE LEVEL AUTHORIZATION (SH-AD 575) DEPLOYMENT OF PERSONNEL

City:		Bradbu	ıry		Fiscal	Year:	2019	9-2020	Effective	Date:	7/	1/2019
SERVICE UNIT	TOTAL UNITS PURCHASED	GE EM	AM	PM	EM EM	RAFFIC LA	W PM	MOTOR DEP	SAD	DB	TEAM LEADER	TOTAL UNITS
DEPUTY SHERIFF	CARTY ASSESSMENT	Market Control										
Non-Relief	0.00					***************************************		T T				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				4								
Non-Relief	0											0
40-Hour Unit	0		-					 				0
56-Hour Unit	0											0
70-Hour Unit	0		-			***************************************	**********					0
GROWTH DEPUTY		***************************************		***************************************								<u> </u>
Deputy	0	***************************************		*******				I				0
SAD	0									····		0
Bonus I	0					YX						0
Motor (Non-Relief)	0	***										0
GRANT DEPUTY			W 1994 X 27-7-20-2-2-2-2-2-2-2-2-2-2-2-2-2-2-2-2-									<u> </u>
Deputy	0	-				***************************************	***************************************					
SAD	0											0
Bonus I	0											0
Motor (Non-Relief)	0											0
The state of the s									ORD DOWN THE RESIDENCE			U
Routine City Helicopter License Detail - Busine License Detail - Acts on S.T.A.R. Deputy Progra	ss License & F Violations Obs	Renewal	Application	City					YES YES YES YES YES		NO SA NO SA NO SA	K
Other Supplemental Se NOTE License Detail is bille		sIs and bil	led monthly	as servic	e is provide	ed.	1		YES 🗆		NO B	

			S	worn			
	Lieutenant	Sergeant	Bonus Deputy	Motor Deputy	Deputy	SAD	Total
Hours	0	О	0	0	730	0	730
Minutes	0	0	0	0	43,800	0	43,800
Personnel	0.000	0.000	0.000	0.000	0.408	0.000	0.408

		Civilian		CONTRACTOR OF THE PARTY OF THE
	SSO	LET/CSA/CA/PCO	Clerical	Total
Hours	0	0	0	0
Minutes	0	0	0	AM PERMIT
Personnel	0.000	0.000	0.000	0.000

FOR CONTRACT LAW ENFORCEMENT BUREAU	FOR CONTRACT LAW ENFORCEMENT BUREAU USE ONLY							
BILLING MEMO REQUIRED AND SUBMITTED:	YES 🔀	NO	N/A 🗌					
(PERSONNEL TRANSACTION REQUEST) "PTR" REQUIRED AND SUBMITTED:	YES [NO 🗌	N/A					
ORGANIZATIONAL CHART REQUIRED AND SUBMITTED:	YES 🗌	NO 🗌	N/A D					
DUTY STATEMENT REQUIRED AND SUBMITTED:	YES 🗌	NO 🗌	N/A 🖫					
SMS DEPLOYMENT CONTRACT UPDATED:	YES	NO 🗆	N/A					
MINUTE PROGRAM IN RAPS UPDATED:	YES	NO 🗆	N/A 🗆					

Initials

City Official:

Unit Commander:



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			K DOSTON STORY		
START OF VEHICLE					
Control of the Contro	MAR.	SEEVICE CODE		BATE	TOTAL COST
				Marketingen van de deel in Steedstere, van de Steeden de deel steede die gelee in Steede van de Steede van de S	
				Maring Edward	
EQUIPMENT					
Proceedings of the second	YEAR	SERVICE CODE		EATE	TOTAL COST
ALP - MITH 195TAS	YEAR	SERVICE COOK		FATE	TOTAL COST
	To	otal Public Safe	ty Equipme	nt Cost:	5

Initials

City Official: __

Unit Commander:

Fiscal Year:

2019-2020

CONTRACT CITY LAW ENFORCEMENT SERVICES AND EQUIPMENT MASTER RATE SHEET

DSSU Rates			Liability Rate:	11.0%
Rank Rates	en la cita de la cita de la la la companya de la c	hick distance from	Catalan and Mindle	
Deputy Sheriff	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
Special Assignment Deputy	70-Hour Unit	\$	533,880	308
Catalina Deputy	Non-Relief	\$	277,340	310
colomia ocpaty	Non-Relief	\$	251,447	324
DSSU Bonus I Rates				
Rank well and the second secon	Relief Factor			
Deputy Sheriff, Bonus I	Non-Relief		Annual Rate	Service Code
Deputy Sheriff, Bonus I	40-Hour Unit	\$ \$	297,689	305
Deputy Sheriff, Bonus I	56-Hour Unit		327,458	301
Deputy Sheriff, Bonus I	70-Hour Unit	\$	458,441	302
, , , , , , , , , , , , , , , , , , , ,	70-Hour Billt	\$	573,051	303
Growth/Grant Deputy Rates				
Rank All Market Market State Control of the Control	Relief Factor	BANKS CHARLES	innual Rate	Control Control
Growth Deputy Generalist	Non-Relief		187,904	Service Code 335
Growth Deputy Generalist	40-Hour Unit	\$ \$ \$ \$ \$	219,096	NEW
Growth Deputy Generalist	56-Hour Unit	Š	306,659	NEW
Growth Deputy Generalist	70-Hour Unit	Š	383,324	
Growth Special Assignment Deputy	Non-Relief	ć		NEW
Growth Deputy Bonus I	Non-Relief	\$	187,904	335
Growth Motor Deputy	Non-Relief	\$	204,614	336
Grant Deputy Generalist		\$ \$ \$	204,614	336
Grant Special Assignment Deputy	Non-Relief Non-Relief	\$	187,904	386
Grant Deputy Bonus I	Non-kellet Non-Relief	\$	187,904	386
Grant Motor Deputy	Non-Relief	\$ \$	204,614	385
,	NON-Nellel	>	204,614	385
Supplemental Rates				
Rank	Relief Factor	DESCRIPTION OF THE PROPERTY OF		520M28CADEC 25
Captain	Non-Relief	\$	nnual Rate	Service Code
Lieutenant	Non-Relief	\$	372,948	321
Sergeant	Non-Relief	ş	292,903	342
Motor Sergeant	Non-Relief	\$ \$ \$ \$	247,580	353
Motor Deputy	Non-Relief	Ş	260,980	348
Watch Deputy	Non-Relief	ş	297,689	305A
Community Services Assistant (w/ veh)	Non-Relief	\$	197,964	354
Community Services Assistant (w/out veh)	Non-Relief	\$	67,799	325
Crime Analyst	Non-Relief	\$	67,262	327
Custody Assistant	Non-Relief	\$	136,806	329
Forensic ID Specialist II		\$	110,950	331
Information Systems Analyst I	Non-Relief	\$	166,233	356
Intermediate Clerk	Non-Relief	\$	151,728	332
Law Enforcement Technician (w/ veh)	Non-Relief	\$	75,027	338
Law Enforcement Technician (w/out veh)	Non-Relief	\$	104,538	340
Operations Assistant (Non-Relief	\$	100,525	339
Operations Assistant II	Non-Relief	\$	99,045	343
	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
		7	,	JJ2

CONTRACT C:: / LAW ENFORCEMENT SERVICES AND _QUIPMENT MASTER RATE SHEET

Vehicle & Equipment Rates

Start-Up Vehicle	Year	A	nnual 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	An	nual 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+	Ś	1,685	NEW
ALPR New Install 1st Year (5yr Program)	Year 1	Ś	5,000	NEW
ALPR System 2nd Year	Year 2	Š	4,650	NEW
ALPR System 3rd Year	Year 3	Ś	4,650	NEW
ALPR System 4th Year	Year 4	\$	4,650	NEW
ALPR System 5th Year	Year 5	č	4.650	NEW

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

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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.

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- 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

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

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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.

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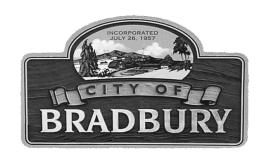
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7. RISK OF LOSS

- 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

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 Po 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

Lisa Bailey, Finance Director

DATE: May 19, 2020

SUBJECT: PROPOSED FORECAST OF FISCAL YEAR 2020 – 2021

ATTACHMENTS: 1. FY 2020 – 2021 Work Plan

2. FY 2020 – 2021 Projected Fund Activity by Fund

3. FY 2020 – 2021 Revenue Projections4. FY 2020 – 2021 Expenditure Projections

5. General Fund History

6. Property Tax & Development Activity History

SUMMARY

The proposed Fiscal Year 2020 – 2021 draft budget is a snap-shot of next year's budget forecast, and it allows the City Council to discuss any priorities in the coming year.

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

This forecast represents the opportunity for City Council to review the financial picture before final adoption in June. Following this meeting, Staff will complete any necessary changes and bring the budget back before the City Council for approval in June. With this report, Staff is seeking direction from the City Council on what measures to take in the Fiscal Year 2020 – 2021 budget.

ANALYSIS

Linking objectives with necessary resources involves a process that identifies key goals prior to budget preparation, and these goals become priorities for the budget process. The following five key goals (in no particular order of importance) have been developed by the City Council:

EOD CITY COLINCIL ACENDA	ACENDA ITEM #
FOR CITY COUNCIL AGENDA	AGENDA ITEM #

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

DISCUSSION

A Snapshot of the Budget FY 2020 - 2021

Revenue projects are based on the trends and forecast reports from the County and State. These estimates are conservative and reflect the expectation of the City's revenues from the previous year.

Revenue to the General Fund projected at \$1,183,520 and expenditures total is \$989,880. The City's major General Fund revenue sources are Property Tax, Transfer Tax, Franchise Fees and Fees for Service. It should be noted that the General Fund revenues are subject to changes in economic conditions and can fluctuate significantly. As such, Staff had downgraded revenues in response to the current COVID-19 situation. Revenue from Licenses and Permits have leveled off this year due to a slowing in construction activity. We anticipate continued slowing in Fiscal Year 2020-21 (Attachment #6).

Below is a summary for the upcoming Fiscal Year:

Projected General Fund Revenue = Projected General Fund Expenditures =	\$1,183,520 \$ 989,880
Projected Difference	\$ 188,185
Projected Fund Balance =	\$3,628,600
Projected General Fund Reserves = Projected Infrastructure Reserves = Projected Contingency = Projected General Fund Liability =	\$1,200,000 \$ 200,000 \$ 5,000 \$ 25,000
Unreserved General Fund Balance =	\$2,198,600

Staff's current projection with property taxes is similar to that of other municipalities – the upcoming Fiscal Year will see slowing but not a drop in property tax (Attachment #6). Reason being – there are limited evictions and financial lenders are remaining flexible on individuals not paying mortgages. Lenders are also providing ample time to catch up on past payments. However, some time will pass before foreclosures start occurring and once the real-estate market would be affected. As such, there may be a possibility that the market could be affected in the preceding cycle of Fiscal Year 2021-22.

Significant Projects Completed in FY 2019-120

- Wide Variety of Policies, Ordinances, and Projects
 A wide variety of policies, ordinances, and projects were completed throughout the year. These include:
 - ✓ Renewed the CSO Program
 - ✓ Digitized the City's Building Permits
 - ✓ Updated the City's Noise Ordinance
 - ✓ Altered Overnight Parking Regulations
 - ✓ Implemented Regulations for Ground Covering
 - ✓ Strengthened Property Maintenance Standards
 - ✓ Continuance of Routine Performance Evaluations
 - ✓ Facilitation of Cal Recycle Competitive Grant Funding
 - ✓ Maintained City Operations during COVID-19 Pandemic
 - ✓ Renewed Agreement with the Pasadena Humane Society
 - ✓ Adopted an Environmentally Preferred Procurement Policy

Bradbury Night Out

On July 29, 2019, the City hosted Bradbury Night out in recognition of National Night Out and Bradbury's Birthday Event at City Hall. There were approximately 190 attendees.

Public Safety Committee

The Public Safety Committee, which acts in an advisory capacity in relation to law enforcement priorities, crime prevention and control, animal control, and emergency preparedness, was very active during this year. Three committee members received training in First Aid/CPR/AED through the City of Bradbury, attended and passed the CERT training program offered in neighboring cities, and one volunteer became an amateur HAM Radio operator. The Committee reorganized the emergency supply shed, restored it, and has purchased supplies, food, and water to ensure resources in an emergency situation. Additionally, the committee assisted with the distribution, outreach, and collection of the Citywide Disaster Data Survey and Connect C-T-Y forms. It is anticipated that the committee will have an active role in the development of the Community Wildfire Protection Plan.

Citywide Street Slurry

All public streets were a part of the citywide street slurring program performed last August.

Development Code Updates

The following Development Code updates were performed:

- 1. Update to Official Zoning Map
- 2. Addition of Minimum Lot Frontage Requirements
- 3. Update of Intersection Vision Clearance Requirements

- 4. Drafted Urgency Regulations for Accessory & Junior Accessory Dwelling Units
- 5. Amended Development Code for Allowance of 2nd Story Dwellings in the R-7,500 Zone.

New Items for Consideration in FY 2020 - 2021

Recommended New Items Utilizing Restricted Funds: Currently in Budget

COPS/SLESF Funds - \$103,500 (Restricted Funds)
The City receives \$100,000 in Citizens' Option for Public Safety (COPS) /
Supplemental Law Enforcement Services Fund (SLESF) funding from the State
for additional local law enforcement purposes each Fiscal Year. The City currently
has a \$143,941 surplus from previous years. This past year, the City utilized
funding for a contracted Monrovia CSO at a rate of \$52,000, administrative
supplies (such as tickets) for \$3,000, and \$50,000 for extra Sheriffs Department
patrol in Bradbury. As such, Staff is recommending the following for this upcoming
fiscal year:

	\$ 103,500	TOTAL
>	\$ 1,500	Administrative Supplies
	\$ 52,000	Monrovia CSO
	\$ 50,000	Additional LASD Patrol in Bradbury

With the current recommendation, the City is expected to have a remaining balance of \$140,441 in surplus COPS/SLESF funding for future years.

Recommended New Items Utilizing General Funds: Currently in Budget

- Los Angeles Sheriff's Department Contract Increase \$7,163

 The Sheriff's Department has notified the City that their contracting cost model will overall increase by 5.56%. California Contract Cities Association has requested that the County Board of Supervisors defer the anticipated increases due to the adverse effect the pandemic has had on municipal budgets, but the Board has yet to make a decision on what, if any, modifications will be made. Part of the current rate increase is also due to the Contract Cities Liability Trust Fund (LTF) increase from 11% to 11.5%. The trust fund increase was taken based upon a review of the annual actuary study, the pro forms analysis, and current financial condition of the LTF. The contract between Bradbury and LASD accounts for 730 annual scheduled hours within the City.
- Salary Increase for Management Analyst \$8,149.16
 The City Council agreed to increase the Management Analyst salary to \$55,000 in October '19 due to an upcoming vacancy. The position never became vacant and the position remained at the same salary level. This item would increase the

salary (currently set at \$48,308), and accompanying benefits, to the Management Analyst position to ensure it remains competitive.

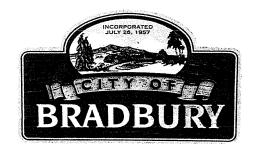
3.4% COLA for Staff - \$6,719
 The COLA increase would affect the City Manager, Finance Director, and City Clerk and is based off the Bureau of Labor Statistics' Consumer Price Index (CPI) for the area.

Other Notable Items

For the 12 designated unpaid days, Staff recommends the following days to be designated: Friday, July 3, 2020; Friday, August 7, 2020; Friday, September 4, 2020; Monday, October 12, 2020 (Columbus Day); Monday, November 6, 2020; Monday, December 28; 2020; Tuesday, December 29, 2020; Wednesday, December 30, 2020; Friday, March, 5 2021; Friday, April 2021; Friday, May 7, 2021; Friday, June 4, 2021

STAFF RECOMMENDATION

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



Richard T. Hale, Jr., Mayor (District 1) Monte Lewis, Mayor Po 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:

May 19, 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.