

# **AGENDA**

**Special Meeting of the Bradbury City Council  
To be held on Thursday, July 6, 2023  
at the Bradbury Civic Center  
600 Winston Avenue, Bradbury, CA 91008**

## **OPEN SESSION 6:30 PM**

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

### **CALL TO ORDER/ROLL CALL**

Mayor Barakat, Mayor Pro Tem Hale, Councilmembers Lewis, Lathrop, & Bruny

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

### **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.*

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

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

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The City of Bradbury will gladly accommodate disabled persons wishing to communicate at a city public meeting. If special assistance is needed, please call the City Manager's Office (626.358.3218) 48 hours prior to the scheduled meeting.

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### **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. Resolution No. 23-14: Authorizing the Signatures for Accounts in the Name of the 'City of Bradbury'

**2. Study Session: The City Council Will Discuss Planning Matters Related to the Housing Element and Development Code**

**ADJOURNMENT**

The City Council will adjourn to a Regular Meeting at the Bradbury Civic Center, 600 Winston Avenue, Bradbury, CA 91008 on Tuesday, July 18, 2023 at 7:00 p.m.

*"I, Diane Jensen, City Clerk, hereby certify that I caused this agenda to be posted at the Bradbury City Hall entrance gate on Friday, June 30, 2023 by 5:00 p.m."*



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CITY CLERK – CITY OF BRADBURY

## RESOLUTION NO. 23-14

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

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

SECTION 1. On behalf of the City of Bradbury, the following individuals are hereby authorized to deposit, withdraw and issue checks for investment purposes in the name of "City of Bradbury" from the Wells Fargo Bank General checking account, No. 8684745113. Checks under \$1,000.00 require only one signature and checks equal to \$1000.00 and above require two signatures from either:

|                             |                         |
|-----------------------------|-------------------------|
| <b>Richard G. Barakat</b>   | <b>Mayor</b>            |
| <b>Richard T. Hale, Jr.</b> | <b>Mayor Pro Tem</b>    |
| <b>Kevin Kearney</b>        | <b>City Manager</b>     |
| <b>Laurie Stiver</b>        | <b>City Treasurer</b>   |
| <b>Suresh Malkani</b>       | <b>Finance Director</b> |

SECTION 2. That the City Clerk shall certify to the adoption of this Resolution.

PASSED, APPROVED AND ADOPTED on this 6<sup>th</sup> day of July, 2023.

**X**

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Richard G. Barakat  
City Mayor, City of Bradbury

ATTEST:

"I, Diane Jensen, City clerk, hereby certify that the foregoing Resolution No. 23-14 was duly adopted by the City council of the City of Bradbury at a special study meeting held on the 6<sup>th</sup> day of July, 2023 by the following roll call vote:"

AYES:

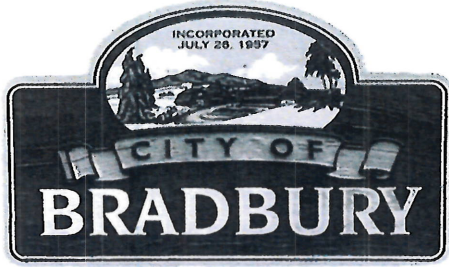
NOES:

ABSENT:

**X**

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Diane Jensen  
City Clerk, City of Bradbury



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

## City of Bradbury Agenda Memo

TO: Honorable Mayor and Members of the City Council

FROM: Kevin Kearney, City Manager

DATE: July 6, 2023

SUBJECT: **Discussion on Planning Matters Related to the Housing Element and Development Code**

ATTACHMENTS: 1) State's Comments on Bradbury's 6<sup>th</sup> Cycle Housing Element Draft

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### SUMMARY

This is a City Council Study Session item on planning matters related to the housing element and the development code. A power point presentation will be given at the meeting. Three general subject matters will be discussed.

#### Housing Element Issues

The City's recently submitted Housing Element to the State can be found on the City's webpage:

[https://cityofbradbury.org/services/planning\\_department/housing\\_element.php#outer-717](https://cityofbradbury.org/services/planning_department/housing_element.php#outer-717). That document is titled, "Draft 2021-2029 Bradbury Housing Element".

The State recently commented on this document, and those comments can be found in Attachment #1. Revisions are currently being made by our Housing Consultant and will be discussed at the meeting.

#### Objective Standards

Virtually all housing developments now require a review against objective standards. This will be discussed in more detail at the meeting.



Development Code Changes

A review of the changes needed to the Bradbury Development Code to comply with commitments made in the Housing Element as well as recent changes in state law will be made.

# **ATTACHMENT #1**

**DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT  
DIVISION OF HOUSING POLICY DEVELOPMENT**

2020 W. El Camino Avenue, Suite 500  
Sacramento, CA 95833  
(916) 263-2911 / FAX (916) 263-7453  
[www.hcd.ca.gov](http://www.hcd.ca.gov)



June 5, 2023

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

Dear Kevin Kearney:

**RE: City of Bradbury's 6<sup>th</sup> Cycle (2022-2029) Revised Draft Housing Element**

Thank you for submitting the City of Bradbury's (City) revised draft housing element received for review on April 6, 2023. Pursuant to Government Code section 65585, subdivision (b), the California Department of Housing and Community Development (HCD) is reporting the results of its review.

The revised draft element addresses many statutory requirements; however, revisions will be necessary to substantially comply with State Housing Element Law (Gov. Code, § 65580 et seq.).

As a reminder, the City's 6th cycle housing element was due October 15, 2021. As of today, the City has not completed the housing element process for the 6th cycle. The City's 5th cycle housing element no longer satisfies statutory requirements. HCD encourages the City to revise the element as described above, adopt, and submit to HCD to regain housing element compliance.

For your information, pursuant to Assembly Bill 1398 (Chapter 358, Statutes of 2021), a jurisdiction that failed to adopt a compliant housing element within one year from the statutory deadline cannot be found in compliance until rezones to make prior identified sites available or accommodate a shortfall of sites pursuant to Government Code section 65583, subdivision (c)(1)(A) and Government Code section 65583.2, subdivision (c) are completed.

Public participation in the development, adoption and implementation of the housing element is essential to effective housing planning. Throughout the housing element process, the City should continue to engage the community, including organizations that represent lower-income and special needs households, by making information regularly available and considering and incorporating comments where appropriate. Please be aware, any revisions to the element must be posted on the local government's website and to email a link to all individuals and organizations that have previously requested

Kevin Kearney, City Manager  
Page 2

notices relating to the local government's housing element at least seven days before submitting to HCD.

Several federal, state, and regional funding programs consider housing element compliance as an eligibility or ranking criteria. For example, the CalTrans Senate Bill (SB) 1 Sustainable Communities grant; the Strategic Growth Council and HCD's Affordable Housing and Sustainable Communities programs; and HCD's Permanent Local Housing Allocation consider housing element compliance and/or annual reporting requirements pursuant to Government Code section 65400. With a compliant housing element, the City will meet housing element requirements for these and other funding sources.

For your information, some general plan element updates are triggered by housing element adoption. HCD reminds the City to consider timing provisions and welcomes the opportunity to provide assistance. For information, please see the Technical Advisories issued by the Governor's Office of Planning and Research at: <https://www.opr.ca.gov/planning/general-plan/guidelines.html>.

We are committed to assisting the City in addressing all statutory requirements of State Housing Element Law. If you have any questions or need additional technical assistance, please contact Claire Sullivan-Halpern at [Claire.Sullivan-Halpern@hcd.ca.gov](mailto:Claire.Sullivan-Halpern@hcd.ca.gov).

Sincerely,



Paul McDougall  
Senior Program Manager

Enclosure

## APPENDIX CITY OF BRADBURY

The following changes are necessary to bring the City's housing element into compliance with Article 10.6 of the Government Code. Accompanying each recommended change, we cite the supporting section of the Government Code.

Housing element technical assistance information is available on HCD's website at <http://www.hcd.ca.gov/community-development/housing-element/housing-element-memos.shtml>. Among other resources, the housing element section contains HCD's latest technical assistance tool, Building Blocks for Effective Housing Elements (Building Blocks), available at <http://www.hcd.ca.gov/community-development/building-blocks/index.shtml> and includes the Government Code addressing State Housing Element Law and other resources.

### **A. Housing Needs, Resources, and Constraints**

1. *Affirmatively further[ing] fair housing in accordance with Chapter 15 (commencing with Section 8899.50) of Division 1 of Title 2...shall include an assessment of fair housing in the jurisdiction. (Gov. Code, § 65583, subd. (c)(10)(A).)*

Local Data and Knowledge: While the element now includes a general description of local context, it generally was not revised to address this requirement. Please see HCD's prior review for additional information.

Contributing Factors to Fair Housing Issues: The element should re-assess and prioritize contributing factors upon completion of analysis and make revisions as appropriate.

2. *An inventory of land suitable and available for residential development, including vacant sites and sites having realistic and demonstrated potential for redevelopment during the planning period to meet the locality's housing need for a designated income level, and an analysis of the relationship of zoning and public facilities and services to these sites. (Gov. Code, § 65583, subd. (a)(3).)*

Realistic Capacity: The element was not revised to address this requirement. Please see HCD's prior review for additional information.

City-Owned Sites: The element now describes how the City will dispose of the City-Owned site but must still analyze any known barriers to development (e.g., lease, parking, parcel shape, relocation of existing uses), plans and actions necessary for leasing the site, anticipated schedule of actions to issue building permits in the planning period and compliance with the Surplus Land Act.



Environmental Constraints: While the element now describes environmental constraints and that lot shape is not an impediment to development, it should still discuss any other known constraints on development (e.g., title conditions, easements, litigation) that preclude development on identified sites in the planning period.

Electronic Sites Inventory: For your information, pursuant to Government Code section 65583.3, the City must submit an electronic sites inventory with its adopted housing element. The City must utilize standards, forms, and definitions adopted by HCD. Please see HCD's housing element webpage at <https://www.hcd.ca.gov/community-development/housing-element/index.shtml#element> for a copy of the form and instructions. The City can reach out to HCD at [sitesinventory@hcd.ca.gov](mailto:sitesinventory@hcd.ca.gov) for technical assistance.

3. *An analysis of potential and actual governmental constraints upon the maintenance, improvement, or development of housing for all income levels, including the types of housing identified in paragraph (1) of subdivision (c), and for persons with disabilities as identified in the analysis pursuant to paragraph (7), including land use controls, building codes and their enforcement, site improvements, fees and other exactions required of developers, and local processing and permit procedures... (Gov. Code, § 65583, subd. (a)(5).)*

Land Use Controls (SB 35 Streamlined Ministerial Approval Process): While the element now discusses the lack of a variety of lot sizes and plans to adopt a density bonus ordinance, it must still clarify whether there are written procedures for the SB 35 (Chapter 366, Statutes of 2017) Streamlined Ministerial Approval Process and add a program to address these requirements.

Housing for Persons with Disabilities: The element briefly describes its reasonable accommodation procedures. However, the element still should also describe the process and decision-making criteria such as approval findings and analyze any potential constraints on housing for persons with disabilities.

## **B. Housing Programs**

1. *Identify actions that will be taken to make sites available during the planning period with appropriate zoning and development standards and with services and facilities to accommodate that portion of the city's or county's share of the regional housing need for each income level that could not be accommodated on sites identified in the inventory completed pursuant to paragraph (3) of subdivision (a) without rezoning, and to comply with the requirements of Government Code section 65584.09. Sites shall be identified as needed to facilitate and encourage the development of a variety of types of housing for all income levels, including multifamily rental housing, factory-built housing, mobilehomes, housing for agricultural employees, supportive housing, single-room*

*occupancy units, emergency shelters, and transitional housing. (Gov. Code, § 65583, subd. (c)(1).)*

As noted in Finding A2 the element does not include a complete site analysis, therefore, the adequacy of sites and zoning were not established. Based on the results of a complete sites inventory and analysis, the City may need to add or revise programs to address a shortfall of sites or zoning available to encourage a variety of housing types. In addition, the element should be revised as follows:

- *Policy 2 (Multifamily Housing):* The element appears to identify a shortfall of sites to accommodate the RHNA. For any program intended to address a shortfall of sites at appropriate densities to accommodate the RHNA for lower-income households, the program must meet all requirements pursuant to Government Code section 65583.2, subdivisions (h) and (i). Specifically, Policy 2 must clarify permitting multifamily uses without discretionary action, requiring minimum densities and residential only performance standards.
- *Policy 2 (City-owned City Hall Site):* The Policy should commit to comply with the Surplus Land Act, milestones for releasing requests for proposals, final entitlements, issuing building permits and alternative actions should commit to a completion date.
- *Policy 2 (Multifamily Housing):* The Policy now commit to take actions to further encourage SRO development, but alternative actions should consider rezoning if necessary.
- *Zoning for Emergency Shelters:* As noted on page IV-12, the element should include specific commitment to address development standards that are constraints, including setbacks, spacing and bed limits.
- *Policy 2 (By Right Permanent Supportive Housing):* The element now commits to amend the development code to permit supportive housing but should specifically commit to amend the development code to permit by right supportive housing without discretionary action pursuant to Government Code section 65651.

2. *The Housing Element shall contain programs which assist in the development of adequate housing to meet the needs of extremely low-, very low-, low- and moderate-income households. (Gov. Code, § 65583, subd. (c)(2).)*

The element generally was not revised to address this requirement. Please see HCD's prior review for additional information.

3. *Address and, where appropriate and legally possible, remove governmental and nongovernmental constraints to the maintenance, improvement, and development of housing, including housing for all income levels and housing for persons with disabilities. The program shall remove constraints to, and provide reasonable accommodations for housing designed for, intended for occupancy by, or with supportive services for, persons with disabilities. (Gov. Code, § 65583, subd. (c)(3).)*

As noted in Finding B4, the element requires a complete analysis of potential governmental constraints. Depending upon the results of that analysis, the City may need to revise or add programs and address and remove or mitigate any identified constraints.

In addition, Policy 2 (Variety of Lot Sizes) should commit to a range of lot sizes that will be considered (e.g., 5,000 to 7,500 square foot lots).

4. *Promote and affirmatively further fair housing opportunities and promote housing throughout the community or communities for all persons regardless of race, religion, sex, marital status, ancestry, national origin, color, familial status, or disability, and other characteristics... (Gov. Code, § 65583, subd. (c)(5).)*

As noted in Finding A1, the element must include a complete assessment of fair housing. Based on the outcomes of that analysis, the element must add or modify programs. In addition, as noted in the prior review, goals and actions must specifically respond to the analysis and to the identified and prioritized contributing factors to fair housing issues and must be significant and meaningful enough to overcome identified patterns and trends. Actions must have specific commitments, milestones, geographic targeting, and metrics and given that most of the City is considered a higher-income community, the element should focus on programs that enhance housing mobility and encourage the development of more affordable housing choices in an inclusive manner. These actions should not be limited to the regional housing need allocation (RHNA)

5. *Develop a plan that incentivizes and promotes the creation of accessory dwelling units that can be offered at affordable rent... (Gov. Code, § 65583, subd. (c)(7).)*

Policy 3 (Accessory Dwelling Unit (ADU)): While Policy 3 now to take actions if assumptions in the element are not met, this evaluation and alternative action should be taken at least twice in the planning period.

### **C. General Plan Consistency**

*The Housing Element shall describe the means by which consistency will be achieved with other general plan elements and community goals. (Gov. Code, § 65583, subd. (c)(7).)*

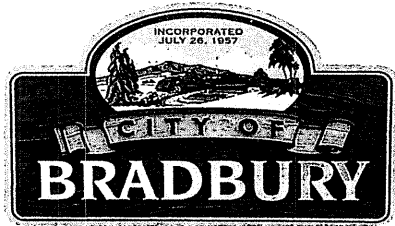
The element was not revised to address this requirement. Please see HCD's prior review for additional information.



**D. Public Participation**

*Local governments shall make a diligent effort to achieve public participation of all economic segments of the community in the development of the housing element, and the element shall describe this effort. (Gov. Code, § 65583, subd.(c)(9).)*

The element was not revised to address this requirement. Please see HCD's prior review for additional information.



# **AGENDA**

**Regular Meeting of the Bradbury City Council  
To be held on Tuesday, July 18, 2023  
Closed Session Immediately Following  
at the Bradbury Civic Center  
600 Winston Avenue, Bradbury, CA 91008**

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

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

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

**ROLL CALL:** Mayor Barakat, Mayor Pro Tem Hale, Councilmembers Lathrop, Lewis & Bruny

**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.*

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

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

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### **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. Resolution No. 23-15: Demands & Warrants for July 18, 2023
- B. Monthly Investment Report for the month of June 2023
- C. Approval of a Second Amendment to Professional Services Agreement:  
Housing Element Update

**2. Award of Bid – Lemon Avenue Trail Project**

Bids for the Lemon Avenue Trail project were opened on May 2, 2023 with SDC Engineering Inc. being the lowest responsible bidder. It is recommended that the City Council award contract to SDC Engineering, Inc. in the amount of \$181,597.10.

**3. Presentation – California American Water**

The City's water purveyor, California American Water, will be presenting on the Duarte water distribution system.

**4. Matters from the City Manager**

- a. Bradbury Night Out: July 27, 2023

**5. Matters from the City Attorney**

**6. Matters from the City Council**

***Mayor Barakat***

*California JPIA*

*League of California Cities*

*Duarte Education Foundation*

*Director of Bradbury Disaster Committee*

*Area "D" Office of Disaster Management*

***Mayor Pro Tem Hale***

*Foothill Transit*

*LA County Sanitation Districts*

*San Gabriel Valley Council of Governments (SGVCOG)*

*San Gabriel Valley Mosquito & Vector Control District*

***Councilmember Lathrop***

***Councilmember Lewis***

***Councilmember Bruny***

*Duarte Community Education Council (CEC)*

**7. ITEMS FOR FUTURE AGENDAS**

## CLOSED SESSION

### CALL TO ORDER/ROLL CALL

### PUBLIC COMMENT – REGARDING CLOSED SESSION ONLY

### RECESS TO CLOSED SESSION REGARDING:

#### A. Conference with Legal Counsel – Pending Litigation

Pending Litigation pursuant to Government Code sec. 54956.9, (d)(1)

*Grow Monrovia v. City of Bradbury* - L.A. Superior Court Case No. 23STCP00128

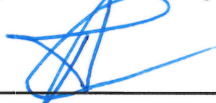
### REPORT FROM CLOSED SESSION

### ADJOURNMENT

The City Council will adjourn to a Regular Meeting at the Bradbury Civic Center, 600 Winston Avenue, Bradbury, CA 91008 on Tuesday, August 15, 2023 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, Diane Jensen, City Clerk, hereby certify that I caused this agenda to be posted at the Bradbury City Hall entrance gate on Friday, July 14, 2023 by 5:00 p.m."*



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CITY CLERK – CITY OF BRADBURY

# RESOLUTION NO. 23-15

## A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BRADBURY, CALIFORNIA, APPROVING DEMANDS AND WARRANTS NO. 17547 THROUGH NO. 17562 (PRE-RELEASED CHECKS) AND DEMANDS AND WARRANTS NO. 17563 THROUGH NO. 17595 (REGULAR CHECKS)

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

Section 1. That the demands as set forth hereinafter are approved and warrants authorized to be drawn for payment from said demands in the amount of \$2,566.96 (pre-released Checks) and \$90,533.14 on July 18, 2023 from the General Checking Account.

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

| <u>Check #</u> | <u>Vendor &amp; Due Date</u>      | <u>Description</u>  | <u>Amount</u>  |
|----------------|-----------------------------------|---|----------------|
| 17547          | Olympus Party Rentals<br>07.01.23 | BNO Chairs, Tables, Table Cloths<br>(Deposit)<br><i>Acct. 101.11.6100</i>   | \$207.75       |
| 17548          | Burrtec Waste<br>08.22            | Street Sweeping<br><i>Acct. 200.48.7290</i>                                 | \$338.92       |
| 17549          | Burrtec Waste<br>03.23            | Street Sweeping<br><i>Acct. 200.48.7290</i>                                 | \$338.92       |
| 17550          | Burrtec Water<br>08.03.23         | Street Sweeping<br><i>Acct. 200.48.7290</i>                                 | \$338.92       |
| 17551          | Delta Dental<br>07.12.23          | City Manager/Family<br><i>Acct. 101.12.5100</i>                             | \$124.86       |
|                |                                   | City Clerk – Saldana<br><i>Acct. 101.13.5100</i>                            | \$40.74        |
|                |                                   | City Clerk – Jensen<br><i>Acct. 101.13.5100</i>                             | <u>\$40.74</u> |
|                |                                   |   | \$206.34       |
| 17552          | Dept. Public Works<br>07.12.2023  | Repair Traffic Sign 2201 Gardi<br>Street<br><i>Acct. 200.48.7000</i>        | \$277.47       |
| 17553          | So. Calif. Gas<br>07.14.23        | 600 Winston Avenue<br><i>Acct. 101.16.6400</i>                              | \$24.40        |
| 17554          | The Standard<br>07.01.2023        | <u>Basic Life and AD&amp;D:</u><br>City Manager<br><i>Acct. 101.12.5100</i> | \$9.65         |
|                |                                   | City Clerk<br><i>Acct. 101.13.5100</i>                                      | \$9.65         |
|                |                                   | City Clerk<br><i>Acct. 101.13.5100</i>                                      | <u>\$9.65</u>  |
|                |                                   |   | \$28.95        |
| 17555          | VOID                              | <i>Check printed upside down</i>  | \$0.00         |
| 17556          | VOID                              | <i>Check printed upside down</i>  | \$0.00         |

|       |                                      |  |  |                          |
|-------|--------------------------------------|--|--|--------------------------|
| 17557 | VOID                                 | <i>Check printed upside down</i>   |  | \$0.00                   |
| 17558 | VOID                                 | <i>Check printed upside down</i>   |  | \$0.00                   |
| 17559 | Coverall Group<br>07.11.23           | City Hall Cleaning Service<br><i>Acct. 101.16.6460</i>   |  | \$394.00                 |
| 17560 | Post Alarm Services<br>07.05.23      | City Hall Fire Alarm System<br><i>Acct. 101.23.7420</i>  |  | \$132.92                 |
| 17561 | Charter Communications<br>07.10.2023 | Spectrum Enterprise Internet<br><i>Acct. 101.16.6230</i>   |  | \$169.98                 |
| 17562 | Vision Service Plan<br>07.01.2023    | <u>Vision Insurance:</u><br>City Manager (family)<br><i>Acct. 101.12.5100</i><br>City Clerk - Saldana<br><i>Acct. 101.13.5100</i><br>City Clerk - Jensen<br><i>Acct. 101.13.5100</i> | \$61.07<br><br>\$23.66<br><br><u>\$23.66</u> | <br><br><br><br>\$108.39 |

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|                     |                     |
|---------------------|---------------------|
| Pre-Released Checks | \$2,566.96<br>TOTAL |
|---------------------|---------------------|

# REGULAR CHECKS

17563 - 17595

|       |  |   |                   |
|-------|--|---|-------------------|
| 17563 | Alliant Insurance Services<br>07.25.23 | City Hall Crime Insurance renewal<br><i>Acct</i> 101.16.6300                  | \$912.00          |
| 17564 | Cal Am Water<br>08.03.23               | 600 Winston Avenue<br><i>Acct. 101.16.6400</i>                                | \$824.09          |
| 17565 | Cal Am Water<br>08.03.23               | Gardi Street<br><i>Acct. 200.48.6400</i>                                      | \$87.19           |
| 17566 | Cal Am Water<br>08.03.23               | 301 Mt. Olive<br><i>Acct. 200.48.6400</i>                                     | \$211.19          |
| 17567 | Cal Am Water<br>08.03.23               | 2410 Mt Olive Ln Irrigation<br><i>Acct. 200.48.6400</i>                       | \$81.69           |
| 17568 | Cal Am Water<br>08.03.23               | Woodlyn Lane<br><i>Acct. 200.48.6400</i>                                      | \$922.83          |
| 17569 | California Contract Cities<br>08.05.23 | Annual Dues for Membership<br>July 1 thru June 30<br><i>Acct. 101.30.6030</i> | \$1700.00         |
| 17570 | Civic Plus<br>07.31.23                 | Online Ordinance Processing<br><i>Acct. 101.13.6225</i>                       | \$2162.00         |
| 17571 | Collicut Energy Services<br>07.21.23   | Annual Service/Maintenance<br>Generator<br><i>Acct. 101.24.6480</i>           | \$1751.84         |
| 17572 | Consensus Cloud Solutions<br>07.30.23  | Office E-Fax System<br><i>Acct. 101.16.6230</i>                               | \$10.00           |
| 17573 | Cougar Mountain<br>07.01.23            | Bookkeeping Software Support<br><i>Acct: 101.16.6230</i>                      | \$225.00          |
| 17574 | Data Ticket<br>07.27.2023              | Citation Processing & Appeals<br><i>Acct. 101.23.6210</i>                     | \$1.30            |
| 17575 | VOID                                   | VOID <i>check didn't print right</i>  | \$0.00            |
| 17576 | Frontier<br>07.17.2023                 | Fire Alarm Line<br><i>Acct. 101.23.7420</i>                                   | \$115.60          |
| 17577 | Jones & Mayer<br>07.30.2023            | Retainer Fees<br><i>Acct. 101.15.7020</i>                                     | \$2,900.00        |
|       |  | Grow Monrovia<br><i>Acct. 101.15.7070</i>                                     | \$715.00          |
|       |  | Zoning/General Plan<br><i>Acct. 101.15.6125</i>                               | <u>\$2,145.00</u> |
|       |  |   | \$5,760.00        |

|       |   |  |   |
|-------|---|--|---|
| 17513 | Kevin Kearney<br>July 2023                  | Monthly Cell Phone Allowance<br><i>Acct. 101.12.6440</i>   | \$75.00                                       |
| 17578 | Kevin Kearney<br>July 2023                  | Reimbursements:<br>BNO Mass Mailing Postcards to<br>Bradbury Residents<br><i>Acct: 101.16.6120</i><br>Breakfast Snacks/Coffee MA Panel<br>for Interviews<br><i>Acct: 101.16.6020</i> | \$84.60<br><br><u>\$27.28</u><br><br>\$111.88 |
| 17579 | LA County Auditor/Controller<br>09.01.23    | Share of Funding Net Operating<br>Expenses for LAFCO<br><i>Acct: 101.16.7435</i>   | \$59.10                                       |
| 17580 | LDM Associates, Inc.<br>12.31.22            | Bradbury Planning Services, City<br>Map<br><i>Acct: 101.20.7240</i>  | \$358.75                                      |
| 17581 | City of Monrovia<br>07.12.23                | Transportation Services<br><i>Acct: 204.40.7325</i>  | \$704.07                                      |
| 17582 | Olympus Party Rentals<br>07.27.23           | BNO Balance due for chairs,<br>tables, table cloths<br><i>Acct: 101.11.6100</i>  | \$484.76                                      |
| 17583 | Pasadena Humane Society<br>07.30.2023       | Animal Control Services<br>June 2023<br><i>Acct. 101.25.7000</i>   | \$982.80                                      |
| 17584 | Priority Landscape Services<br>07.27.23     | Replace Leaky Valve Royal Oaks<br>Trail<br><i>Acct: 101.21.7035</i>  | \$330.00                                      |
| 17585 | The Pun Group<br>07.31.2023                 | Audit City of Bradbury, '23-'23<br><i>Acct. 101.14.7020</i>  | \$8035.00                                     |
| 17586 | Rio Hondo/San Gabriel River<br>WMA<br>06.23 | Annual Membership FY 23/24<br><i>Acct: 102.42.7630</i>   | \$28,559.00                                   |
| 17587 | LA County Sheriff Dept.<br>08.07.23         | Law Enforcement – May 2023<br><i>Acct. 101.23.7410 FY 22/23</i>  | \$10,729.52                                   |
| 17588 | Suresh Malkani                              | Finance Director Pay<br>June 2023<br><i>Acct. 101.14.5010</i>  | \$2370.50                                     |
| 17589 | T-Mobile<br>07.18.23                        | Mobile Business Internet (Hot<br>Spot)<br><i>Acct. 113.20.8120</i>   | \$32.00                                       |
| 17590 | US Bank<br>07.30.2023                       | Custody Charges for June 2023<br>Safekeeping Fees<br><i>Acct. 101.14.7010</i>  | \$43.00                                       |



|       |  |  |  |             |
|-------|--|--|--|-------------|
| 17591 | VCA Code Group<br>07-2023                  | Professional Services through<br>7.1.23<br>Retainer – Jim Kasama<br><i>Acct. 101.20.7210</i><br>Hourly Services<br><i>Acct. 101.20.7240</i><br>Plan Check Services<br><i>Acct. 101.20.7220</i> | \$3,900.00<br><br>\$660.00<br><br><u>\$4281.66</u> | \$8841.66   |
| 17592 | Fiesta Fantastic Entertainment<br>07.27.23 | BNO Balloon Twisting   |  | \$255.00    |
| 17593 | RKA Consulting Group<br>08.01.23           | City Engineering<br><i>Acct: 101.19.7230</i><br><i>Development Projects</i><br><i>Acct: 201.48.7750</i>  | \$1,396.50<br><br><u>\$3,832.50</u>                | \$5,229.00  |
| 17594 | RKA Consulting Group<br>08.01.23           | NPDES Coordination<br><i>Acct: 102.42.7630</i><br>Development Projects<br><i>Acct: 201.48.7750</i>   | \$415.00<br><br><u>\$6,494.25</u>                  | \$8,452.25  |
| 17595 | Staples Supply Store<br>07.15.2023         | 15x20 Large Brown Envelopes<br>Office Copy Paper<br>Ruler<br>Packing tape<br><i>Acct: 101.16.6200</i>  | \$58.01<br>\$46.99<br>\$2.99<br><u>\$2.19</u>      | \$115.12    |
|       |  | REGULAR CHECKS   |  | \$90,533.14 |
|       |  | PRE-RELEASE+REGULAR  |  | \$93,100.10 |

**JULY 2023 DIRECT DEPOSIT PAYROLL:**

|                      |                 |                      |                           |             |
|----------------------|-----------------|----------------------|---------------------------|-------------|
| ACH                  | Kevin Kearney   | Salary: City Manager | \$18,533.33               |             |
|                      |                 | Acct. 101.12.5010    |                           |             |
|                      |                 | Withholdings         | <u>-\$4,250.37</u>        | \$11,582.96 |
|                      |                 | Acct. 101.00.2011    |                           |             |
| ACH                  | Claudia Saldana | Salary: City Clerk   | \$2,053.82                |             |
|                      |                 | Acct. 101.13.5010    |                           |             |
|                      |                 | Withholdings         | <u>-\$322.09</u>          | \$1,731.73  |
|                      |                 | Acct. 101.00.2011    |                           |             |
| ACH                  | Diane Jensen    | Salary: City Clerk   | \$6,130.83                |             |
|                      |                 | Acct. 101.13.5010    |                           |             |
|                      |                 | Withholdings         | <u>-\$1580.40</u>         |             |
|                      |                 | Acct. 101.00.2011    |                           |             |
|                      |                 | PERS Pepra           | <u>-475.14</u>            | \$4,075.29  |
|                      |                 | Acct: 101.13.5100    |                           |             |
| <b>Total Payroll</b> |                 |                      | <u><b>\$17,389.98</b></u> |             |

# ELECTRONIC FUND TRANSFER (EFT) PAYMENTS FOR JULY 2023:

|     |                   |  |                 |                    |
|-----|-------------------|--|-----------------|--------------------|
| EFT | Aetna             | <u>Health Insurance for July 2023:</u> |                 |                    |
|     |                   | City Manager                           | \$1784.23       |                    |
|     |                   | Acct. 101.12.5100                      |                 |                    |
|     |                   | City Clerk - Saldana                   | \$975.10        |                    |
|     |                   | Acct. 101.13.5100                      |                 |                    |
|     |                   | City Clerk - Jensen                    | <u>\$954.49</u> |                    |
|     |                   | Acct. 101.13.5100                      |                 | \$3,713.82         |
| EFT | EDD               | State Tax Withholdings                 | \$1,218.43      |                    |
|     |                   | SDI                                    | <u>\$216.17</u> | \$1434.60          |
|     |                   | Acct. 101.00.2011                      |                 |                    |
| EFT | Dept. of Treasury | Federal Tax Withholdings               | \$3,034.85      |                    |
|     | IRS               | Social Security                        | \$1,335.15      |                    |
|     |                   | Medicare                               | <u>\$348.26</u> | \$4,718.26         |
|     |                   | Acct. 101.00.2011                      |                 |                    |
| EFT | California PERS   | City Manager                           | \$1,944.42      |                    |
|     |                   | Acct. 101.12.5100                      |                 |                    |
|     |                   | City Clerk                             | \$937.52        |                    |
|     |                   | Acct. 101.13.5100                      |                 |                    |
|     |                   | City Clerk                             | \$475.14        |                    |
|     |                   | Acct. 101.16.5100                      |                 |                    |
|     |                   | UAL Classic                            | \$10,473.00     |                    |
|     |                   | Acct: 101.16.6240                      |                 |                    |
|     |                   | UAL Pepra                              | <u>\$945.00</u> | 14,629.84          |
|     |                   | Acct: 101.16.6240                      |                 |                    |
|     |                   |  | <b>TOTAL</b>    | <b>\$24,496.52</b> |

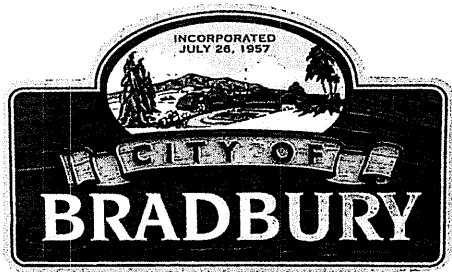
\_\_\_\_\_  
MAYOR – CITY OF BRADBURY

ATTEST:

"I, Diane Jensen, City Clerk, hereby certify that the foregoing Resolution, being Resolution No. 23-15, was duly adopted by the City Council of the City of Bradbury, California, at a regular meeting held on the 18th day of July 2023 by the following roll call vote:"

AYES:  
NOES:  
ABSENT:

\_\_\_\_\_  
CITY CLERK – CITY OF BRADBURY



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

## City of Bradbury Agenda Memo

TO: Honorable Mayor and Members of the City Council

FROM: Kevin Kearney, City Manager

DATE: July 18, 2023

SUBJECT: **APPROVAL OF A SECOND AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT: HOUSING ELEMENT UPDATE**

ATTACHMENTS: 1) Second Amendment  
2) Professional Services Agreement and First Amendment

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### **RECOMMENDATION**

It is recommended that the City Council approve the Second Amendment to Professional Services Agreement for the Housing Element Update with Veronica Tam and Associates, Inc. (VTA). The Second Amendment includes:

1. Additional \$3,522.25 to RECON for extensive environmental response to the Department of Fish and Wildlife.
2. Additional \$197.75 for VTA to administer the additional RECON services.
3. Additional \$1,480 for update to the sites inventory and to facilitate any changes to the housing overlay

### **SUMMARY**

The City entered into an agreement with Veronica Tam and Associates on March 2021 for services to the City to complete the City's 6<sup>th</sup> cycle Housing Element update. A First Amendment was entered into on May 2022. The Amendment was to perform environmental consulting with RECON Environmental, Inc. through the VTA contract.

VTA is requesting a Second Amendment in order for RECON to respond to extensive environmental comments by the Department of Fish and Wildlife. This response requires an addition fee of \$3,522.25. VTA is also requesting an additional sum of \$197.75 to administer the additional RECON services.

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

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

Additional information to the vacant sites inventory is being provided to VTA which necessitates a revision to the Housing element sites as well as corrections throughout the Housing Element. The City is also considering adding an affordable housing overlay to a parcel. VTA estimates that it will take an additional 10 hours to perform the additional services totaling a sum of \$1,480.00.

It is recommended that the City Council approve the Second Amendment to Professional Services Agreement for the Housing Element Update with Veronica Tam and Associates, Inc.

# **ATTACHMENT #1**

**SECOND AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT  
HOUSING ELEMENT UPDATE  
(City of Bradbury / VTA)**

**1. IDENTIFICATION**

This amendment ("Second Amendment"), effective immediately upon execution, amends the Professional Services Agreement ("Agreement") entered into by and between the City of Bradbury, a California municipal corporation ("City") and Veronica Tam and Associates, Inc., a California Corporation ("VTA") on or about March 1, 2021, for the provision of professional services in connection with preparation of the City's 6<sup>th</sup> cycle Housing Element Update, and the First Amendment to Professional Services Agreement ("First Amendment") entered into on or about May 17, 2022.

**2. RECITALS**

- 2.1 The First Amendment of the Agreement called for VTA to utilize the services of RECON Environmental, Inc. (RECON) to perform environmental consulting services in connection with the Agreement and for services in connection with the rezoning necessitated by the Housing Element update. In order to respond to comments from the Department of Fish and Wildlife in response to circulation of the draft Mitigated Negative Declaration, RECON requires an additional fee of three thousand, five hundred twenty-two and twenty-five cents (\$3,522.25).
- 2.2 VTA is requesting an additional sum of one hundred ninety-seven dollars and seventy-five cents (\$197.75) to administer the additional RECON services.
- 2.3 Additional information to the vacant sites inventory is being provided to VTA which necessitates a revision to the Housing Element sites as well as corrections throughout the Housing Element. The City is also considering adding an affordable housing overlay to a parcel. VTA estimates that it will take an additional ten hours perform the added services at the contract rates of two hundred dollars (\$200.00) per hour for services of Veronica Tam and one hundred thirty-five dollars (\$135.00) per hour for the services of Alexis Bueno and Patricia Ward (GIS) for a total estimated additional sum of one thousand four hundred eighty dollars (\$1,480.00).

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

**3. COMPENSATION**

- 3.1 City agrees to compensate VTA the additional sum of three thousand, five hundred twenty-two dollars and twenty-five cents (\$3,522.25) for environmental services in order to respond to comments from the Department of Fish and Wildlife in response to circulation of the draft Mitigated Negative Declaration and one hundred ninety-seven dollars and seventy-five cents (\$197.75) to administer the RECON services.
- 3.2 City agrees to compensate VTA for a total estimated sum of one thousand four hundred eighty dollars ((\$1,480) to revise the draft Housing Element as a result of corrected inventory information and consideration of adding an affordable housing overlay to a parcel.
- 3.3 VTA agrees to accept said sums for such services, payment to be made in accordance with the Approved Fee Schedule (Section V of Exhibit "A") and Section 5.1 of the Agreement.

**4. EFFECT**

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

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

**"City"**  
**City of Bradbury**

**"VTA"**

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

By: \_\_\_\_\_  
Veronica Tam, AICP

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

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

Attest:

By: \_\_\_\_\_  
Diane Jensen, City Clerk

Approved as to form:

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



# **ATTACHMENT #2**

**PROFESSIONAL SERVICES AGREEMENT  
FIRE PROTECTION SERVICES VTA  
(City of Bradbury / VTA)**

**1. IDENTIFICATION**

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is entered into by and between the City of Bradbury, a California municipal corporation ("City"), and Veronica Tam and Associates, Inc., a California Corporation ("VTA").

**2. RECITALS**

- 2.1 City has determined that it requires the following professional services from a Consultant: Preparation of 6<sup>th</sup> cycle Housing Element Update.
- 2.2 VTA represents that it is fully qualified to perform such professional services by virtue of its experience and the training, education and expertise of its principals and employees. VTA further represents that it is willing to accept responsibility for performing such services in accordance with the terms and conditions set forth in this Agreement.
- 2.3 VTA submitted a proposal dated February 19, 2021, to the City for services related the above tasks.

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

**3. DEFINITIONS**

- 3.1 "Scope of Services": Such professional services as are set forth in VTA's proposal, which proposal is attached hereto as Exhibit A (the "Proposal") and incorporated herein by this reference.
- 3.2 "Approved Fee Schedule": The fees for VTA's Services shall be as set forth in Section V" of the attached Exhibit A.
- 3.3 "Commencement Date": The date upon which the City provides written notification, including e-mail notification, to commence Services.
- 3.4 "Expiration Date": The date upon which a determination is received from HCD on the City's adopted 2021-2029 Housing Element.

**4. TERM**

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

**5. VTA'S SERVICES**

- 5.1 VTA shall perform the services identified in the Scope of Work and Approach. City shall have the right to request, in writing, changes in the Scope of Work. Any such changes mutually agreed upon by the parties, and any corresponding increase or decrease in compensation, shall be incorporated by written amendment to this Agreement.
- 5.2 VTA shall perform all work in accordance with the professional standards of VTA's profession and in a manner reasonably satisfactory to City. VTA shall comply with all applicable federal, state and local laws and regulations, including the conflict of interest provisions of Government Code Section 1090 and the Political Reform Act (Government Code Section 81000 *et seq.*).
- 5.3 During the term of this Agreement, VTA shall not perform any work for another person or entity for whom VTA was not working at the Commencement Date if such work would require VTA to abstain from a decision under this Agreement pursuant to a conflict of interest statute.
- 5.4 VTA represents that it has, or will secure at its own expense, all personnel required to perform the services identified in the Scope of Services. All such services shall be performed by VTA or under its supervision, and all personnel engaged in the work shall be qualified to perform such services. Veronica Tam shall be VTA's Project Administrator, who shall have direct responsibility for management of VTA's performance under this Agreement. No change shall be made in VTA's Project Administrator without City's prior written consent.
- 5.5 VTA intends to use the services of EcoTierra Consulting, Inc. ("EcoTierra") as a subcontractor in providing CEQA/NEPA environmental consulting services in connection with this Agreement.

**6. COMPENSATION**

- 6.1 City agrees to compensate VTA for the services provided under this Agreement, and VTA agrees to accept in full satisfaction for such services, payment in accordance with the Approved Fee Schedule (Section V of Exhibit "A") and Section 5.1 of this Agreement above.
- 6.2 VTA shall submit invoices for the services performed pursuant to this Agreement no more than once a month, but at least every two months. The invoice shall itemize the services rendered during the billing period and the amount due. Within ten business days of receipt of the invoice, City shall notify VTA in writing of any

disputed amounts included on the invoice. Within forty-five calendar days of receipt of the invoice, City shall pay all undisputed amounts included on the invoice. City shall not withhold applicable taxes or other payroll deductions from payments made to VTA unless otherwise required by law.

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

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

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

## **8. RELATIONSHIP OF PARTIES**

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

## **9. CONFIDENTIALITY**

All data, documents, discussion, or other information developed or received by VTA or provided for performance of this Agreement may be deemed confidential by City, and if so deemed, shall not be disclosed by VTA or its subcontractors without prior written consent by City. City shall grant such consent if disclosure is legally required. Upon request, all City data shall be returned to City upon the termination or expiration of this Agreement. The preceding restriction shall not apply to information which is in the public domain, was previously known to VTA, was acquired by VTA from others who have no confidential relationship to City with respect to same, or which through no fault of VTA, comes into the public domain. VTA shall not be restricted from releasing information, including confidential information, in response to a subpoena, court order, or other legal process. VTA shall not be required to resist such subpoena, court order, or legal process, but shall promptly notify City in writing of the demand for information before VTA

responds to such demand.

**10. INDEMNIFICATION**

- 10.1 The parties agree that City, its officers, agents, employees and volunteers should, to the fullest extent permitted by law, be protected from any and all loss, injury, damage, claim, lawsuit, cost, expense, reasonable attorneys' fees, litigation costs, taxes, or any other cost arising out of or in any way related to the negligent performance of this Agreement. Accordingly, the provisions of this indemnity provision are intended by the parties to be interpreted and construed to provide City with the fullest protection possible under the law. VTA acknowledges that City would not enter into this Agreement in the absence of VTA's commitment to indemnify and protect City as set forth herein.
- 10.2 To the fullest extent permitted by law, VTA shall indemnify, hold harmless, and when City requests with respect to a claim, provide a deposit for the defense of City, its officers, agents, employees and volunteers from and against any and all claims and losses, costs or expenses for any damage due to death or injury to any person, whether physical, emotional, consequential or otherwise, and injury to any property arising out of or in connection with VTA's alleged negligence, recklessness or willful misconduct or other wrongful acts, errors or omissions of VTA or any of its officers, employees, servants, agents, or subcontractors, or anyone directly or indirectly employed by either VTA or its subcontractors, in the performance of this Agreement or its failure to comply with any of its obligations contained in this Agreement, except such loss or damage which is caused by the sole active negligence or willful misconduct of City. Such costs and expenses shall include reasonable attorneys' fees due to counsel of City's choice, expert fees and all other costs and expenses of litigation. This indemnity does not include defense, however VTA shall be responsible for defense costs to the extent such costs are incurred as a result of VTA's negligence.
- 10.3 The parties agree that VTA, its officers, agents, employees and volunteers should, to the fullest extent permitted by law, be protected from any and all loss, injury, damage, claim, lawsuit, cost, expense, reasonable attorneys' fees, litigation costs, taxes, or any other cost arising out of or in any way pursuant to this Agreement to the extent that such loss or cost is the sole responsibility of City.
- 10.4 City shall have the right to offset against any compensation due VTA under this Agreement any amount due City from VTA as a result of VTA's failure to pay City promptly, any indemnification arising under this Section 10 and any amount due City from VTA arising from VTA's failure to (i) pay taxes on amounts received pursuant to this Agreement; (ii) satisfy obligations to any governmental entity, or (iii) comply with applicable workers' compensation laws.
- 10.5 The obligations of VTA under this Section 10 are not limited by the provisions of any workers' compensation statute or similar act. VTA expressly waives its statutory immunity under such statutes or laws as to City, its officers, agents, employees and volunteers.

- 10.6 Notwithstanding any other agency, state or federal policy, rule, regulation, law or ordinance to the contrary, VTA and any of its employees, agents, and subcontractors providing service under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any claims to, any compensation, benefit, or any incident of employment by City, including but not limited to eligibility to enroll in California Public Employees Retirement System (PERS) as an employee of City and entitlement to any contribution to be paid by City for employer contribution and/or employee contributions for PERS benefits.
- 10.7 In the event that VTA or any employee, agent, or subcontractor of VTA providing services under this Agreement claims or is determined by a court of competent jurisdiction to be eligible for enrollment in PERS as an employee of the City, VTA shall indemnify, defend, and hold harmless City for the payment of any employee and/or employer contributions for PERS benefits on behalf of VTA or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of City.
- 10.8 VTA agrees to obtain executed indemnity agreements with provisions identical to those set forth in this Section 10 from EcoTierra, and each and every other subcontractor or any other person or entity involved by, for, with or on behalf of VTA in the performance of this Agreement. If VTA fails to obtain such indemnity obligations from others as required herein, or if such agreements prove to be inadequate to protect City for any reason, VTA agrees to be fully responsible and to indemnify, hold harmless and defend City, its officers, agents, employees and volunteers from and against any and all claims and losses, costs or expenses for any damage due to death or injury to any person and injury to any property resulting from any alleged intentional, reckless, negligent, or otherwise wrongful acts, errors or omissions of VTA's subcontractors or any other person or entity involved by, for, with or on behalf of VTA in the performance of this Agreement. Such costs and expenses shall include reasonable attorneys' fees incurred by counsel of City's choice.
- 10.9 City does not, and shall not, waive any rights that it may possess against VTA because of the acceptance by City, or the deposit with City, of any insurance policy or certificate required pursuant to this Agreement. This hold harmless and indemnification provision shall apply regardless of whether or not any insurance policies apply to the claim, demand, damage, liability, loss, cost or expense.
11. **INSURANCE** Without limiting VTA's indemnification of Agency, and prior to commencement of Work, VTA shall obtain, provide and maintain at its own expense during the term of this Agreement, policies of insurance of the type and amounts described below and in a form satisfactory to City:
- 11.1 General liability insurance. VTA shall maintain commercial general liability insurance with coverage at least as broad as Insurance Services Office form CG 00 01, in an amount not less than \$1,000,000 per occurrence, \$2,000,000 general aggregate, for bodily injury, personal injury, and property damage. The policy must include

contractual liability that has not been amended. Any endorsement restricting standard ISO "insured contract" language will not be accepted.

Automobile liability insurance. VTA shall maintain automobile insurance at least as broad as Insurance Services Office form CA 00 01 covering bodily injury and property damage for all activities of VTA arising out of or in connection with Work to be performed under this Agreement, including coverage for any owned, hired, non-owned or rented vehicles, in an amount not less than \$1,000,000 combined single limit for each accident.

Workers' compensation insurance. VTA shall maintain Workers' Compensation Insurance (Statutory Limits).

VTA shall submit to Agency, along with the certificate of insurance, a Waiver of Subrogation endorsement in favor of Agency, its officers, agents, employees and volunteers.

11.2 Professional liability (errors & omissions) insurance. VTA shall maintain professional liability insurance that covers the Services to be performed in connection with this Agreement, in the minimum amount of \$1,000,000 per claim and in the aggregate. Any policy inception date, continuity date, or retroactive date must be before the effective date of this agreement and VTA agrees to maintain continuous coverage through a period no less than three years after completion of the services required by this agreement.

11.3 Requirements not limiting. Requirements of specific coverage features or limits contained in this Section are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue and is not intended by any party or insured to be all inclusive, or to the exclusion of other coverage, or a waiver of any type. If VTA maintains higher limits than the minimums shown above, the City requires and shall be entitled to coverage for the higher limits maintained by VTA. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

11.4 VTA shall require each of its subcontractors to maintain insurance coverages that meet all of the requirements of this Agreement.

11.5 The policy or policies required by this Agreement shall be issued by an insurer admitted in the State of California and with a rating of at least A-:VII in the latest edition of Best's Insurance Guide.

11.6 VTA agrees that if it does not keep the aforesaid insurance in full force and effect, City may either (i) immediately terminate this Agreement; or (ii) take out the necessary insurance and pay the premium(s) thereon at VTA's expense.

11.7 At all times during the term of this Agreement, VTA shall maintain on file with

City's Risk Manager a certificate or certificates of insurance showing that the policies required by this Agreement are in effect in the required amounts and naming City and its officers, employees, agents and volunteers as additional insureds. VTA shall file with City's Risk Manager such certificate(s) prior to commencement of work under this Agreement.

11.8 VTA shall provide proof to City's Risk Manager that policies of insurance required herein expiring during the term of this Agreement have been renewed or replaced with other policies providing at least the same coverage at least two weeks prior to the expiration of the coverages.

11.9 The general liability and automobile policies of insurance required by this Agreement shall contain endorsements naming City and its officers, employees, agents and volunteers as additional insureds. All of the policies required under this Agreement shall contain an endorsement providing that the policies cannot be canceled or reduced except on thirty days' prior written notice to City. VTA agrees to require its insurer to modify the certificates of insurance to delete any exculpatory wording stating that failure of the insurer to mail written notice of cancellation imposes no obligation, and to delete the word "endeavor" with regard to any notice provisions.

11.10 The insurance provided by VTA shall be primary to any other coverage available to City. Any insurance or self-insurance maintained by City and/or its officers, employees, agents or volunteers, shall be in excess of VTA's insurance and shall not contribute with it.

11.11 All insurance coverage provided pursuant to this Agreement shall not prohibit VTA, and VTA's employees, agents or subcontractors, from waiving the right of subrogation prior to a loss. VTA hereby waives all rights of subrogation against City.

11.12 Any deductibles or self-insured retentions must be declared to and approved by City. At the option of City, VTA shall either reduce or eliminate the deductibles or self-insured retentions with respect to City, or VTA shall procure a bond guaranteeing payment of losses and expenses.

11.13 Procurement of insurance by VTA shall not be construed as a limitation of VTA's liability or as full performance of VTA's duties to indemnify, hold harmless and defend under Section 10 of this Agreement.

## **12. MUTUAL COOPERATION**

12.1 City shall provide VTA with all pertinent data, documents and other requested information as is reasonably available for the proper performance of VTA's services under this Agreement.

12.2 If any claim or action is brought against City relating to VTA's performance in connection with this Agreement, VTA shall render any reasonable assistance that City may require in the defense of that claim or action.



**13. RECORDS AND INSPECTIONS**

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

**14. PERMITS AND APPROVALS**

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

**15. NOTICES**

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

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

If to VTA:  
Veronica Tam and Associates  
107 S. Fair Oaks Avenue, Ste. 212  
Pasadena, CA 91105  
Email: veronica.tam@vtaplanning.com  
Telephone: (626) 304-0440  
Facsimile: (626) 304-0005

With courtesy copy to:

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

**16. SURVIVING COVENANTS**

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

**17. TERMINATION**

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

**18. GENERAL PROVISIONS**

- 18.1. Delegation. Except as specifically authorized herein, VTA shall not delegate, transfer, subcontract or assign its duties or rights hereunder, either in whole or in part, without City's prior written consent, and any attempt to do so shall be void and of no effect. City shall not be obligated or liable under this Agreement to any party other than VTA.
- 18.2. Discrimination. In the performance of this Agreement, VTA shall not discriminate against any employee, subcontractor, or applicant for employment because of race, color, creed, religion, sex, marital status, sexual orientation, national origin, ancestry, age, physical or mental disability medical condition or any other unlawful basis.
- 18.3. Headings. The headings appearing at the commencement of the sections hereof, and in any sub-paragraph thereof, are descriptive only and for convenience in reference to this Agreement. Should there be any conflict between such heading, and the section or paragraph at the head of which it appears, the section or paragraph, and not such heading, shall govern construction of this Agreement. Masculine or feminine pronouns shall be substituted for the neuter form and vice versa, and the plural shall be substituted for the singular and vice versa, in any place or places herein in which the context requires such substitution(s).
- 18.4. Waiver. The waiver by City or VTA of any breach of any term, covenant or condition of this Agreement shall not be deemed to be a waiver of such term, covenant or condition or of any subsequent breach of the same or any other term, covenant or condition of this Agreement. No term, covenant or condition of this Agreement shall be deemed to have been waived by City or VTA unless in a writing signed by one authorized to bind the party asserted to have consented to the waiver.
- 18.5. Excused performance. VTA shall not be liable for any failure to perform if VTA presents acceptable evidence, in City's sole judgment, that such failure was due to causes beyond the control and without the fault or negligence of VTA. All findings, reports, documents, information and data including, but not limited to, computer tapes or discs, preliminary notes, working documents, files and tapes furnished or prepared by VTA or any of its subcontractors in the course of performance of this Agreement, shall be and remain the sole property of City. VTA agrees that any such documents or information shall not be made available to any individual or organization without the prior consent of City but shall be made available to the City within ten (10) days of request or within ten (10) days of termination. Any use of such documents for other projects not contemplated by this Agreement, and any use of incomplete documents, shall be at the sole risk of City and without liability or legal exposure to VTA. VTA shall deliver to City any findings, reports, documents, information, data, preliminary notes and working documents, in any form,

including but not limited to, computer tapes, discs, files audio tapes or any other Project related items as requested by City or its authorized representative, at no additional cost to the City.

- 18.6. Public Records Act Disclosure. VTA has been advised and is aware that this Agreement and all reports, documents, information and data, including, but not limited to, computer tapes, discs or files furnished or prepared by VTA, or any of its subcontractors, pursuant to this Agreement and provided to City may be subject to public disclosure as required by the California Public Records Act (Government Code Section 6250 et seq.). Exceptions to public disclosure may be those documents or information of VTA that qualify as trade secrets (such as, and including, its private financial statements, financial records and bank account information), as that term is defined in Government Code Section 6254.7, and of which VTA informs City, trade secret, and records relating to provision of medical aid and assistance to any individual under such individual's State and Federal rights of privacy and the provisions of the Health Insurance Portability and Accountability Act of 1996. City will endeavor to maintain as confidential all information obtained by it that is designated as trade secret or personal health records. City shall not, in any way, be liable for the disclosure of any trade secret or personal health records including, without limitation, those records so marked, if disclosure is deemed to be required by law or by order of the Court.
- 18.7. Conflict of Interest. VTA and its officers, employees, associates and City-approved subcontractors, if any, will comply with all conflict of interest statutes of the State of California applicable to VTA's services under this agreement, including, but not limited to, the Political Reform Act (Government Code Sections 81000, et seq.) and Government Code Section 1090. During the term of this Agreement, VTA and its officers, employees, associates and City-approved subcontractors shall not, without the prior written approval of the City Representative, perform work for another person or entity for whom VTA is not currently performing work that would require VTA or one of its officers, employees, associates or City-approved subcontractors to abstain from a decision under this Agreement pursuant to a conflict of interest statute.
- 18.8. Responsibility for Errors. VTA shall be responsible for its work and results under this Agreement. VTA, when requested, shall furnish clarification and/or explanation as may be required by the City's representative, regarding any services rendered under this Agreement at no additional cost to City. In the event that an error or omission attributable to VTA occurs, then VTA shall, at no cost to City, provide all actions to the sole satisfaction of City and to participate in any meeting required with regard to the correction.

- 18.9. Prohibited Employment. VTA will not employ any regular employee of City while this Agreement is in effect or for one year thereafter.
- 18.10. Order of Precedence. In the event of an inconsistency in this Agreement and any of the attached Exhibits, the terms set forth in this Agreement shall prevail. If, and to the extent this Agreement incorporates by reference any provision of any document, such provision shall be deemed a part of this Agreement. Nevertheless, if there is any conflict among the terms and conditions of this Agreement and those of any such provision or provisions so incorporated by reference, the conflict shall be resolved by giving precedence in the following order, if applicable: This Agreement, the City's Request for Proposals, VTA's Proposal.
- 18.11. Costs. Each party shall bear its own costs and fees incurred in the preparation and negotiation of this Agreement and in the performance of its obligations hereunder except as expressly provided herein.
- 18.12. No Third-Party Beneficiary Rights. This Agreement is entered into for the sole benefit of City and VTA and no other parties are intended to be direct or incidental beneficiaries of this Agreement and no third party shall have any right in, under or to this Agreement.
- 18.13. Construction. The parties have participated jointly in the negotiation and drafting of this Agreement. In the event an ambiguity or question of intent or interpretation arises with respect to this Agreement, this Agreement shall be construed as if drafted jointly by the parties and in accordance with its fair meaning. There shall be no presumption or burden of proof favoring or disfavoring any party by virtue of the authorship of any of the provisions of this Agreement.
- 18.14. Amendments. Only a writing executed by the parties hereto or their respective successors and assigns may amend this Agreement. For amendments affecting administrative business operations not related to overall service levels, compensation or performance standards, those may be approved administratively by the City Administrator. For amendments affecting compensation, performance standards or service levels, those must be approved by the City Council.
- 18.15. Waiver. The delay or failure of either party at any time to require performance or compliance by the other of any of its obligations or agreements shall in no way be deemed a waiver of those rights to require performance or compliance. No waiver of any provision of this Agreement shall be effective unless in writing and signed by a duly authorized representative of the party against whom enforcement of a waiver is sought. The waiver of any right or remedy in respect to any occurrence or event shall not be deemed a waiver of any right or remedy in respect to any other occurrence or event, nor shall any waiver constitute a continuing waiver.

- 18.16. Cumulative. Each right, power and remedy provided for herein or now or hereafter existing at law, in equity, by statute, or otherwise shall be cumulative and in addition to every other right, power, or remedy provided for herein or now or hereafter existing at law, in equity, by statute, or otherwise. The exercise, the commencement of the exercise, or the forbearance from the exercise by any party of any one or more of such rights, powers or remedies shall not preclude the simultaneous or later exercise by such party of any of all of such other rights, powers or remedies.
- 18.17. Litigation. If legal action shall be necessary to enforce any term, covenant or condition herein contained, the party prevailing in such action, whether or not reduced to judgment, shall be entitled to its reasonable court costs, including any accountants' and attorneys' fees incurred in such action. The venue for any litigation shall be Los Angeles County, California and VTA hereby consents to jurisdiction in Los Angeles County for purposes of resolving any dispute or enforcing any obligation arising under this Agreement.
- 18.18. Interpretation. If any term or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, then such term or provision shall be amended to, and solely to, the extent necessary to cure such invalidity or unenforceability, and in its amended form shall be enforceable. In such event, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Agreement shall be valid and enforced to the fullest extent permitted by law. Notwithstanding the foregoing, if the value of this Agreement, based upon the substantial benefit of the bargain for any party, is materially impaired, which determination made by the presiding court or arbitrator of competent jurisdiction shall be binding, then both parties agree to substitute such provision(s) through good faith negotiations.
- 18.19. Applicable Law. This Agreement shall be governed and construed in accordance with the laws of the State of California.
- 18.20. Complete Agreement. All documents referenced as exhibits in this Agreement are hereby incorporated into this Agreement. In the event of any material discrepancy between the express provisions of this Agreement and the provisions of any document incorporated herein by reference, the provisions of this Agreement shall prevail. This instrument contains the entire Agreement between the parties with respect to the transactions contemplated herein. No prior oral or written agreements are binding upon the parties. Amendments hereto or deviations herefrom shall be effective and binding only if made in writing and executed by City and VTA.

18.21. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original. All counterparts shall be construed together and shall constitute one agreement.

18.22. Corporate Authority. The persons executing this Agreement on behalf of the parties hereto warrant that they are duly authorized to execute this Agreement on behalf of said parties and that by doing so the parties hereto are formally bound to the provisions of this Agreement.

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

**“City”**

**City of Bradbury**

DocuSigned by:  
By: D. Montgomery Lewis  
D. Montgomery Lewis, Mayor

Date: 3/3/2021

**“VTA”**

DocuSigned by:  
By: Veronica Tam  
Veronica Tam, AICP

Date: 3/3/2021

Attest:

DocuSigned by:  
By: Claudia Saldana  
Claudia Saldana, City Clerk

Approved as to form:

DocuSigned by:  
By: Cary S. Reisman  
Cary S. Reisman, City Attorney  
City of Bradbury

**FIRST AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT**  
**HOUSING ELEMENT UPDATE (ERRONEOUSLY TITLED FIRE PROTECTION SERVICES VTA)**  
(City of Bradbury / VTA)

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**1. IDENTIFICATION**

This amendment ("Amendment"), effective immediately upon execution, amends the Professional Services Agreement ("Agreement") entered into by and between the City of Bradbury, a California municipal corporation ("City"), and Veronica Tam and Associates, Inc., a California Corporation ("VTA"), on or about March 1, 2021 for the provision of professional services in connection with preparation of the City's 6<sup>th</sup> cycle Housing Element Update.

**2. RECITALS**

- 2.1 The Agreement called for VTA to utilize the services of EcoTierra Consulting ("Ecotierra") as a subcontractor in providing CEQA environmental consulting services in connection therewith.
- 2.2 VTA was unable to come to terms with Ecotierra for the required services.
- 2.3 VTA intends to engage RECON Environmental, Inc. (RECON) to perform environmental consulting services in connection with the Agreement and for services in connection with the rezoning necessitated by the Housing Element update. Engagement of RECON necessitates an additional fee of six thousand, two hundred twenty-one (\$6,221.00).
- 2.4 VTA has expended all of the time for meetings contemplated in the Agreement, and estimates that it will take an additional seven hours to complete the contract at the contract rate of one hundred eighty dollars (\$180.00) per hour.

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

**3. COMPENSATION**

- 3.1 City agrees to compensate VTA the additional sum of seven thousand four hundred eighty-one (\$7,481.00) for environmental services in connection with the Housing Element and rezoning, and for additional meetings under the Agreement, and VTA agrees to accept said sum for such services, payment to be made in accordance with the Approved Fee Schedule (Section V of Exhibit "A") and Section 5.1 of the Agreement.

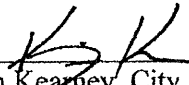
**4. EFFECT**

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



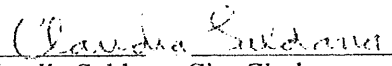
**TO EFFECTUATE THIS AGREEMENT**, the parties have caused their duly authorized representatives to execute this Agreement on the dates set forth below.

**"City"**  
**City of Bradbury**

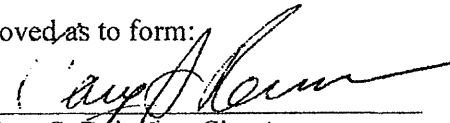
By:   
Kevin Kearney, City Manager

Date: 5-11-22


Attest:

By:   
Claudia Saldana, City Clerk

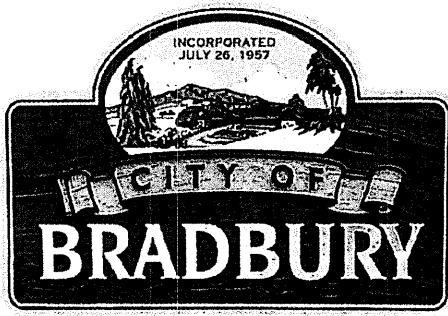
Approved as to form:

By:   
Cary S. Reisman, City Attorney  
City of Bradbury

**"VTA"**

By:   
Veronica Tam, AICP

Date: 5/26/2022



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

## City of Bradbury Agenda Memo

TO: Honorable Mayor and Members of the City Council

FROM: David Gilbertson, City Engineer

DATE: July 18, 2023

SUBJECT: Award of Bid - Lemon Avenue Trail Project

ATTACHMENTS: 1) Bid Summary  
2) Easement Agreement and Acceptance of Easement  
3) Improvement Plans

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### **SUMMARY**

At the June 20, 2023 meeting, the City Council continued this item until the next meeting to allow staff to work with the property owners on the indemnification language stipulated in the proposed Easement Agreement. Bids for the Lemon Avenue Trail Project were opened on May 2, 2023 with SDC Engineering, Inc. being the lowest responsible bidder. It is recommended that the City Council award a contract to SDC Engineering, Inc. in the amount of \$181,597.10.

### **BACKGROUND**

In 2020, the City Council explored the possibility of installing a multi-purpose trail on either Winston and/or Lemon Avenue. Due to costs and other obstacles, the project did not move forward at that time. In 2021, the City was made aware of State funds allocated to the City of Bradbury through the Per Capita Program. Moving forward, the City Council decided to use the grant funds to install a trail on Lemon Avenue based on the initial assessment from their discussion in 2020.

On February 21, 2023, the City Council approved the plans and authorized the City Engineer to advertise to receive formal bids for the Lemon Avenue Trail Project.

### **ANALYSIS**

The proposed pathway improvements consist of a 4" thick stabilized decomposed granite trail material with a 1" x 4" composite header board along the south side of the street and it is

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

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

completely within the existing 6' parkway. The project also includes the installation of a 3' high, 2-rail, white vinyl fence along portions of the project. This matches the trail and fencing that was installed along the westerly side of Mt. Olive Drive in 2011.

Staff completed plans and specifications for bidding purposes and on May 2, 2023 a total of three (3) bids were received ranging between \$181,597.70 and \$371,470.00 with the lowest responsible bid submitted by SDC Engineering, Inc. The contractor's license and references were checked and found to be satisfactory. The bid summary sheet has been attached for Council's review.

Staff met individually with every one of the affected residents along the south side of Lemon Avenue, except for the property owner at 1524 Lemon Avenue. Staff explained the overall project, discussed any impacts to their existing improvements, the need for the ADA compliant pedestrian easement across the proposed driveway and for the constrictions caused by the existing large decorative mailboxes.

Pedestrian easements are required from eight (8) of the properties along Lemon Avenue. Based on a tentative verbal agreement from all of the property owners to grant the access easement to the City, staff prepared easement deeds, legal descriptions, and plat maps and distributed the completed documents to each of the affected owners. During the review of the documents, several of the property owners raised concerns regarding indemnification for the trail improvements and the future maintenance responsibilities for the trail improvements. Consequently, the City Attorney drafted a formal Easement Agreement and Acceptance of Easement document for each of properties to execute that stipulates indemnification, future maintenance as well as other provisions. A copy of the Easement Agreement is attached for Council's review.

The impacted owners are listed below:

| Address                                 | Description   | Status  |
|---|---|---------|
| 1404 Lemon Avenue                       | 1) Ped easement behind existing mailbox                                       | Unknown |
|   | 2) Ped easement to extend trail to city boundary                              | Unknown |
| 1430 Lemon Avenue                       | Ped easement for new concrete driveway  | Unknown |
| 1442 Lemon Avenue                       | Ped easement for new concrete driveway  | Unknown |
| 1456, 1462, 1488, and 1512 Lemon Avenue | Ped easement for new concrete driveway and ADA path behind existing mailboxes | Unknown |
| 1550 Lemon Avenue                       | Ped easement for new ADA ramp at intersection with Winston Avenue             | Unknown |

Staff has been working with the property owners on suitable indemnification language in the revised agreement that they would all be agreeable to. Staff feels that we are close to a resolution. If any of the property owners fail to submit a fully executed Easement Agreement prior to the start of construction, then staff will be unable to construct a new concrete driveway that serves their property and the existing asphalt driveway will remain as is. In addition, the

large decorative mailboxes adjacent to the street will be removed so that an ADA compliant pathway can be constructed and the contractor will be directed to install standard metal locking mailboxes on 4" x 4" posts to serve each of the properties.

### **FINANCIAL REVIEW**

The total project cost is anticipated to be \$235,757.47. A breakdown of the project costs is as follows:

|  |                     |
|--|---------------------|
| Construction (including 10% contingency)   | \$199,757.47        |
| Plan Preparation   | \$12,000            |
| Additional Engineering Services (title reports, legal descriptions, additional topo survey, resident outreach) | \$16,000            |
| CM, Inspection, and Grant Fund Administration  | \$8,000             |
| <b>TOTAL COST</b>  | <b>\$235,757.47</b> |

The State has allocated \$178,655 to the City of Bradbury through their General Per Capita Program. The grant does not require any monetary or in-kind match since the project is within a radius of a severely disadvantaged community.

Current anticipated costs exceed the grant by \$57,102.47, and general fund money would need to be utilized to cover the gap. Individual meetings and easement negotiations with the property owners have been more time intensive than originally anticipated and the need for additional topographic survey of the existing private driveways are mostly the cause for the discrepancy in grant award verses current anticipated costs.

### **PUBLIC NOTICE PROCESS**

Staff has met individually with all of the affected residents along the south side of Lemon Avenue, with the exception of property owner for 1524 Lemon Avenue, to discuss the project and review any impacts to their existing improvements. On February 3<sup>rd</sup>, postal letters were also sent out to all residents on Lemon Avenue, north and south side notifying them of the project discussion during the regularly scheduled February City Council meeting. The letter also directed residents to the Lemon Avenue Trail webpage on the City's website, which contained updated information on the project and preliminary improvement plans. This allowed all residents on Lemon Avenue several weeks to better understand the project and review preliminary plans.

On February 10, 2023, the City of Monrovia blasted out information on the Lemon Trail Project through their weekly City Manager's Update. Monrovia desired to bring awareness of the project to their constituents due to it bordering up to the eastern limits of Monrovia.

### **CEQA (CALIFORNIA ENVIRONMENTAL QUALITY ACT)**

This project was determined to be categorically exempt under CEQA in accordance with Title 14, Chapter 3, Class 1, Sections 15301 and 15302. This exemption included the minor alteration of existing public facilities involving negligible or no expansion of use beyond that existing at the time of the lead agency's determination. The project involves negligible or no expansion of an existing use.

### **ALTERNATIVES**

1. The City Council may elect to award the Lemon Avenue Trail Project to SDC Engineering, Inc. in the amount of \$181,597.70.
2. The City Council may elect to reject all bids.

### **STAFF RECOMMENDATION**

It is recommended by staff that the City Council:

1. Award the Lemon Avenue Trail Project in the amount of \$181,597.70 to SDC Engineering, Inc.,
2. Reject all other bids, and
3. Authorize the City Manager to execute the Easement Agreement and Acceptance of Easement documents for the City of Bradbury.

# **ATTACHMENT #1**

Bid Results - City of Bradbury - Lemon Trail Improvements

Bid Due on May 02, 2023 11:00 AM (PST)

Exported on 05/02/2023

| Line Totals (Unit Price * Quantity) |          | Engineer's Estimate  |                 |          |              | SDC Engineering, Inc. |              |               |              | FS Contractors |              |               |            | Gentry General Engineering, Inc. |  |  |  |
|-------------------------------------|----------|--|-----------------|----------|--------------|-----------------------|--------------|---------------|--------------|----------------|--------------|---------------|------------|----------------------------------|--|--|--|
| Item Num                            | Section  | Description  | Unit of Measure | Quantity | Unit Price   | Line Total            | Unit Price   | Line Total    | Unit Price   | Line Total     | Unit Price   | Line Total    | Unit Price | Line Total                       |  |  |  |
| 1                                   | Main Bid | Bonding, Mobilization, & NPDES/SWPPP Requirements  | LS              | 1        | \$ 25,000.00 | \$ 25,000.00          | \$ 15,989.99 | \$ 15,989.99  | \$ 10,000.00 | \$ 10,000.00   | \$ 74,000.00 | \$ 74,000.00  |            |                                  |  |  |  |
| 2                                   | Main Bid | Adjust Existing Pullbox to Finished Surface  | EA              | 9        | \$ 750.00    | \$ 6,750.00           | \$ 524.56    | \$ 4,721.04   | \$ 450.00    | \$ 4,050.00    | \$ 1,000.00  | \$ 9,000.00   |            |                                  |  |  |  |
| 3                                   | Main Bid | Remove Existing Landscape  | LS              | 1        | \$ 10,000.00 | \$ 10,000.00          | \$ 5,500.00  | \$ 5,500.00   | \$ 5,000.00  | \$ 5,000.00    | \$ 10,000.00 | \$ 10,000.00  |            |                                  |  |  |  |
| 4                                   | Main Bid | Remove Existing Asphalt/Asphalt Driveway   | SF              | 1,400    | \$ 4.00      | \$ 5,600.00           | \$ 4.30      | \$ 6,020.00   | \$ 3.00      | \$ 4,200.00    | \$ 12.00     | \$ 16,800.00  |            |                                  |  |  |  |
| 5                                   | Main Bid | Construct Full Depth AC Pavement   | SF              | 550      | \$ 10.00     | \$ 5,500.00           | \$ 19.56     | \$ 10,758.00  | \$ 10.00     | \$ 5,500.00    | \$ 15.00     | \$ 8,250.00   |            |                                  |  |  |  |
| 6                                   | Main Bid | Construct PCC Residential Driveway Type A Per SPPWC Standard Plan No. 100-2 (Width Per Plan)   | SF              | 1,200    | \$ 25.00     | \$ 30,000.00          | \$ 8.14      | \$ 9,768.00   | \$ 16.00     | \$ 19,200.00   | \$ 19.00     | \$ 22,800.00  |            |                                  |  |  |  |
| 7                                   | Main Bid | Construct ADA Curb Ramp Per SPPWC Standard Plan No. 111-S, Case and Type Per Plan  | EA              | 1        | \$ 7,500.00  | \$ 7,500.00           | \$ 5,988.00  | \$ 5,988.00   | \$ 9,000.00  | \$ 9,000.00    | \$ 8,300.00  | \$ 8,300.00   |            |                                  |  |  |  |
| 8                                   | Main Bid | Relocate Existing Sign   | EA              | 1        | \$ 750.00    | \$ 750.00             | \$ 760.00    | \$ 760.00     | \$ 300.00    | \$ 300.00      | \$ 450.00    | \$ 450.00     |            |                                  |  |  |  |
| 9                                   | Main Bid | Sawcut and Remove Existing Portion of Wall   | LF              | 5        | \$ 30.00     | \$ 150.00             | \$ 200.00    | \$ 1,000.00   | \$ 200.00    | \$ 2,000.00    | \$ 480.00    | \$ 2,400.00   |            |                                  |  |  |  |
| 10                                  | Main Bid | Excavate to 4" Below Existing Surface, Grade and Compact Existing Material to 95% Compaction, Leaving Surface 4" Below Proposed Finished | SF              | 6,200    | \$ 3.00      | \$ 18,600.00          | \$ 6.13      | \$ 38,006.00  | \$ 1.50      | \$ 9,300.00    | \$ 7.00      | \$ 43,400.00  |            |                                  |  |  |  |
| 11                                  | Main Bid | Construct 4" Polymer Coated Trail Surfacing  | SF              | 6,200    | \$ 6.00      | \$ 37,200.00          | \$ 5.24      | \$ 32,488.00  | \$ 10.00     | \$ 62,000.00   | \$ 10.00     | \$ 62,000.00  |            |                                  |  |  |  |
| 12                                  | Main Bid | Furnish and Install 3' High White Vinyl Equestrian Trail Fencing   | LF              | 530      | \$ 35.00     | \$ 18,550.00          | \$ 44.92     | \$ 23,807.60  | \$ 65.00     | \$ 34,450.00   | \$ 112.00    | \$ 59,360.00  |            |                                  |  |  |  |
| 13                                  | Main Bid | Construct 1" x 4" Composite Headerboard  | LF              | 1,050    | \$ 15.00     | \$ 15,750.00          | \$ 4.30      | \$ 4,515.00   | \$ 10.00     | \$ 10,500.00   | \$ 13.00     | \$ 13,650.00  |            |                                  |  |  |  |
| 14                                  | Main Bid | Remove Existing Mow Strip  | LS              | 1        | \$ 500.00    | \$ 500.00             | \$ 1,206.57  | \$ 1,206.57   | \$ 2,000.00  | \$ 2,000.00    | \$ 3,800.00  | \$ 3,800.00   |            |                                  |  |  |  |
| 15                                  | Main Bid | Sawcut and Remove Existing Curb and Gutter   | LF              | 150      | \$ 15.00     | \$ 2,250.00           | \$ 25.00     | \$ 3,750.00   | \$ 20.00     | \$ 3,000.00    | \$ 66.00     | \$ 9,900.00   |            |                                  |  |  |  |
| 16                                  | Main Bid | Remove Existing and Construct 4" PCC Concrete  | SF              | 15       | \$ 50.00     | \$ 750.00             | \$ 50.00     | \$ 750.00     | \$ 25.00     | \$ 375.00      | \$ 24.00     | \$ 360.00     |            |                                  |  |  |  |
| 17                                  | Main Bid | Remove and Salvage Existing Landscape  | LS              | 1        | \$ 5,000.00  | \$ 5,000.00           | \$ 3,500.00  | \$ 3,500.00   | \$ 3,000.00  | \$ 3,000.00    | \$ 1,800.00  | \$ 1,800.00   |            |                                  |  |  |  |
| 18                                  | Main Bid | Install 1/2"x1/2" Wire Mesh on Fence   | LF              | 150      | \$ 25.00     | \$ 3,750.00           | \$ 20.00     | \$ 3,000.00   | \$ 30.00     | \$ 4,500.00    | \$ 38.00     | \$ 5,700.00   |            |                                  |  |  |  |
| 19                                  | Main Bid | Install Custom 5' High 3-Rail White Vinyl Fence to Match Existing  | LF              | 150      | \$ 40.00     | \$ 6,000.00           | \$ 67.13     | \$ 10,069.50  | \$ 65.00     | \$ 9,750.00    | \$ 130.00    | \$ 19,500.00  |            |                                  |  |  |  |
| Total                               |          |  |                 |          | \$           | \$ 199,600.00         |              | \$ 181,597.70 |              | \$ 197,125.00  |              | \$ 371,470.00 |            |                                  |  |  |  |

# **ATTACHMENT #2**



**RECORDING REQUESTED BY AND  
WHEN RECORDED MAIL TO:**

**City of Bradbury  
600 Winston Ave.  
Bradbury, CA 91010  
Attention: City Clerk**

NO FEE. GOVERNMENT CODE §27383

Space above this line for recorder's use

**RE: LEMON TRAIL PROJECT  
XXX LEMON AVENUE  
PORTION OF APN 8527-023-XXX**

**EASEMENT AGREEMENT AND ACCEPTANCE OF EASEMENT**

**Preamble and Recitals**

This Agreement is entered into on \_\_\_\_\_, 2023, by and between \_\_\_\_\_ hereinafter referred to as "Owners," and the City of Bradbury, hereinafter referred to as "City."

- A. Owners are the owners of certain real property located at \_\_\_\_\_ Lemon Avenue in the City of Bradbury, County of Los Angeles, State of California (the "Servient Tenement").
- B. City is the holder of an existing easement for a six-foot wide parkway along the front of Owners' property (the "Dominant Tenement").
- C. On February 21, 2023, the City of Bradbury City Council approved plans and authorized the City Engineer to advertise and receive formal bids for the "Lemon Trail Project."
- D. The Lemon Trail Project consists of a public sidewalk/walking trail across the City's existing parkway easement along the south side of Lemon Avenue in the City. The City needs to obtain necessary easements across driveways, including that of Owners, and to move or remove fences, trees or shrubbery in the parkway and Owners' driveway.
- E. Owner desires to grant an Easement to City subject to City agreeing to restore or replace the relocated or removed fences, trees or shrubbery, ornamental landscaping, and to maintain the Easement and indemnify Owners.

**Grant of Easement**

1. For good and valuable consideration, the receipt of which is hereby acknowledged, Owners grants to City an easement, subject to the terms of this Agreement, all uses and appurtenances incident thereto, in, over, under, upon and across that portion of real property in the City of Bradbury, County of Los Angeles, State of California described in Exhibit "A" (legal description) and as shown on Exhibit "B" (plat).

**Character of Easement**

2. The easement granted in this Agreement is appurtenant to the Dominant Tenement.

### **Description of Easement**

3. The easement granted in this Agreement is an easement for ingress and egress over and across the Servient Tenement in order to install and maintain the public sidewalk/walking trail and drive approach as shown on the "Lemon Trail Project" plans, which is hereby incorporated herein by this reference.

### **Secondary Easements**

4. The easement granted in this Agreement includes the following incidental rights:
- a. To restore vegetation and fences upon and adjacent to the easement;
  - b. To perform repairs and/or maintenance of the sidewalk/trail.

### **City Obligations**

5. In exercising these rights, City must use reasonable care and may not unreasonably increase the burden on the Servient Tenement. City agrees to construct the improvements in substantial conformance to the 02/21/2023 plans to the maximum extent feasible. City agrees to maintain the public sidewalk/walking trail installed in accordance herewith and to promptly restore the portions of the servient tenant that are temporarily moved or disturbed to the same condition they were in prior to any access for installation or maintenance, and to minimize any inconvenience to the Owners or residents of the Servient Tenement. Unless it is not reasonably possible to do so based upon an emergency, City shall provide advance notice to the Owners prior to any entry upon the Servient Tenement.

### **Indemnification**

6. City shall hold Owners harmless and will indemnify and defend Owners from and against any and all demands, debts, liens, claims, actions, damages, liability, cost or expense (collectively "Claims"), to the extent that injury or damage results from their installation, operation or maintenance of the public sidewalk/walking trail by City or City's officers, employees, contractors or agents, whether accidental or intentional, including such Claims arising out of use of the sidewalk/trail by the public; however, indemnification and defense obligations will not arise with respect to any such Claims that are based upon sole negligence of the Owner.

### **Term**

7. The easement granted in this Agreement shall be in perpetuity, but shall not pass with the land in the event of sale to third persons of the Dominant Tenement without the express written agreement of Owners.

### **Exclusive Easement**

8. Grantee's use of the easement granted in this Agreement shall be exclusive. Grantor shall not grant or assign to others any right-of-way or easement in the Servient Tenement without first seeking and securing approval from Grantee. Notwithstanding the terms of this provision, Grantor reserves the right to use the Servient Tenement in a manner consistent with Grantee's free use and enjoyment of the easement.

### **Agreement Nonassignable**

9. This Agreement shall not be assigned separate and apart from the land to which it is appurtenant. Any purported assignment of this Agreement or of any interest in this Agreement shall be void and of no effect.

### **Attorneys' Fees**

10. If any legal action or proceeding arising out of or relating to this Agreement is

brought by either party to this Agreement, the prevailing party shall be entitled to receive from the other party, in addition to any other relief that may be granted, the reasonable attorneys' fees, costs, and expenses incurred in the action or proceeding by the prevailing party.

**Certificate of Acceptance of Easement**

11. This is to certify that the easement conveyed by the within document is hereby accepted by order of the City Council of the City of Bradbury on April 18, 2023, in accordance with California Government Code section 27281, and the City consents to recordation hereof by its duly authorized officer, the City Manager.

**Entire Agreement**

12. This Agreement constitutes the entire agreement between Owners and City relating to the above easement. Any prior agreements, promises, negotiations, or representations not expressly set forth in this Agreement are of no force and effect. Any amendment to this Agreement shall be of no force and effect unless it is in writing and signed by Owners and City.

**Binding Effect**

13. This Agreement shall be binding on and shall inure to the benefit of the heirs, executors, administrators, successors, and assigns of Owners and City.

Executed on September \_\_\_\_, 2023

CITY:  
CITY OF BRADBURY, A Municipal  
Corporation 600 Winston Ave.  
Bradbury, CA 91008  
(626) 358-3218

APPROVED AS TO FORM:

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

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

OWNERS:

Bradbury, CA 91008

By: \_\_\_\_\_

By: \_\_\_\_\_

## NOTARY ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document

State of California )  
County of \_\_\_\_\_ )

On \_\_\_\_\_ before me, \_\_\_\_\_ a Notary Public, personally appeared \_\_\_\_\_, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

**I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.**

WITNESS my hand and official seal.

Signature \_\_\_\_\_

*Place Notary Seal Above*

## NOTARY ACKNOWLEDGMENT - CITY OF BRADBURY

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document

State of California )  
County of \_\_\_\_\_ )

On \_\_\_\_\_ before me, \_\_\_\_\_ a Notary Public, personally appeared Kevin Kearney who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

**I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.**

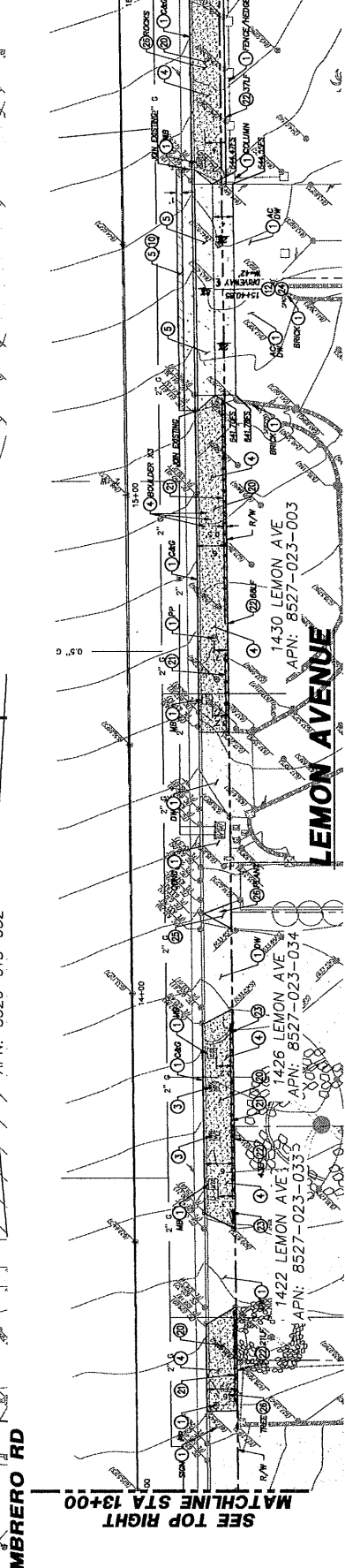
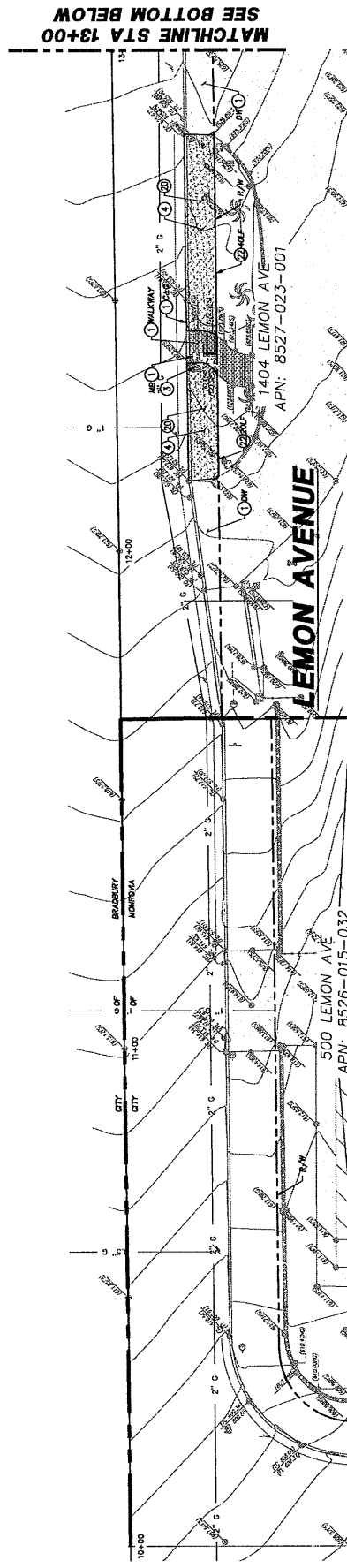
WITNESS my hand and official seal.

Signature \_\_\_\_\_

*Place Notary Seal Above*

# **ATTACHMENT #3**





- CONSTRUCTION NOTES**
1. PROTECT-IN-PLACE.
  2. NOT USED.
  3. ADJUST EXISTING PAVEMENT TO FINISHED SURFACE.
  4. REMOVE EXISTING LANDSCAPE.
  5. REMOVE EXISTING ASPHALT/ASPHALT DRIVEWAY.
  6. SHAWUT AND REMOVE EXISTING PORTION OF WALL.
  7. CONSTRUCT FULL DEPTH AC PAVEMENT.
  8. NOT USED.
  9. CONSTRUCT 10% RESIDENTIAL DRIVEWAY TYPE A PER SPRING STANDARD PLAN NO. 111-3, CASE AND TYPE PER PLAN.
  10. CONSTRUCT ADA CURB RAMP PER SPRING STANDARD PLAN NO. 111-3, CASE AND TYPE PER PLAN.
  11. REDUCED EXISTING SIGN.
  12. CONSTRUCT EXISTING SURFACE, REPAIR AND COMPACT EXISTING MATERIAL TO EXISTING FINISHED GRADE SURFACE & BELOW PROPOSED FINISHED GRADE. HAIL OFF EXCESS MATERIAL. CONSTRUCT 4" POLISHED COATED TRAIL SURFACE.
  13. FURNISH AND INSTALL 3" W/TH EXISTING TRAIL FENCING.
  14. CONSTRUCT 1" W/TH COMPOSITE HEADBOARD.
  15. REMOVE EXISTING MOW STRIP.
  16. SHAWUT AND REMOVE EXISTING CURB AND GUTTER.
  17. REMOVE EXISTING AND CONSTRUCT 4" P.C.C. CONCRETE.
  18. REMOVE & SALVAGE EXISTING LANDSCAPE.
  19. INSTALL 1/2"x1/2" W/TH WIRE MESH ON FENCE TO MATCH EXISTING.
  20. INSTALL CUSTOM 3" HIGH 3" W/TH WHITE W/TH FENCE TO MATCH EXISTING.



**CITY OF BRADBURY**

APPROVED BY: **DAVID CLARKE**  
CITY ENGINEER

DATE: \_\_\_\_\_

**STREET IMPROVEMENT PLANS**

**CITY OF BRADBURY**

**LEMON AVENUE TRAIL IMPROVEMENTS**

**STA PROJECT LIMITS TO 16+00**

**RKA CONSULTING GROUP**

3000 S. BRADBURY AVE., SUITE 100  
BRADBURY, CA 91304  
TEL: (661) 831-1111  
WWW.RKACONSULTING.COM

**REVISIONS**

| NO. | DATE | DESCRIPTION |
|-----|------|-------------|
| 1   |      |             |
| 2   |      |             |
| 3   |      |             |
| 4   |      |             |

**DRIG ALERT**



BEFORE ANY CONSTRUCTION OR EXCAVATION, THE USER SHALL CONTACT THE CALIFORNIA DEPARTMENT OF TRANSPORTATION AND PUBLIC UTILITIES (CALTRANS) AT 1-800-422-4133 TO OBTAIN A DRIG ALERT. THE USER SHALL BE RESPONSIBLE FOR OBTAINING A DRIG ALERT FOR ALL WORK TO BE DONE IN ANY RIGHT-OF-WAY (ROW) OF ANY PUBLIC AGENCY.

**CAUTION**

THE USER SHALL BE RESPONSIBLE FOR OBTAINING A DRIG ALERT FOR ALL WORK TO BE DONE IN ANY ROW OF ANY PUBLIC AGENCY. THE USER SHALL BE RESPONSIBLE FOR OBTAINING A DRIG ALERT FOR ALL WORK TO BE DONE IN ANY ROW OF ANY PUBLIC AGENCY.

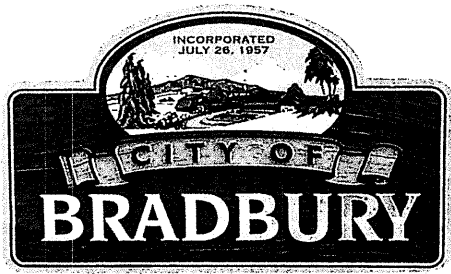




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|---|--|---|--|
|  <div style="display: inline-block; vertical-align: middle;"> <p style="margin: 0;"><b>RKA</b><br/>CONSULTING GROUP<br/>INC.<br/>2008 58404255 2008 531 82533 FAX 58404256<br/>4100 WILSON AVENUE SUITE 100<br/>ANN ARBOR MI 48106</p> </div> |  | <p style="margin: 0;">SHEET <b>3</b> OF <b>4</b></p> <p style="margin: 0;">SHEETS</p> |  |
| <p style="margin: 0;"><b>STREET IMPROVEMENT PLANS</b></p>   |  |   |  |
| <p style="margin: 0;"><b>CITY OF BRADBURY</b></p> <p style="margin: 0;"><b>LEMON AVENUE TRAIL IMPROVEMENTS</b></p> <p style="margin: 0;"><b>STA 16+00 TO 22+00</b></p>  |  |   |  |
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*Richard Barakat, Mayor (District 3)*  
*Richard T. Hale, Mayor Pro Tem (District 1)*  
*Monte Lewis, Council Member (District 2)*  
*Bruce Lathrop, Council Member (District 4)*  
*Elizabeth Bruny, Council Member (District 5)*

## City of Bradbury Agenda Memo

TO: Honorable Mayor and Members of the City Council

FROM: Kevin Kearney, City Manager

DATE: July 18, 2023

SUBJECT: **PRESENTATION – CALIFORNIA AMERICAN WATER**

ATTACHMENTS: 1) PFOA, PFOS, PFHxS Notification Level Exceedance at Crownhaven Well

---

### **SUMMARY**

The City's water purveyor, California American Water, will be presenting on the Duarte water distribution system. They will also be addressing the recent notification (Attachment #1) dealing with discovered contaminants at their Crownhaven Well.

# **ATTACHMENT #1**



July 13, 2023

Mike Phillips P 626.614.2500  
8657 Grand Avenue  
Rosemead, CA 91770  
[www.amwater.com/caaw/](http://www.amwater.com/caaw/)

Mr. Brian Villalobos  
City Manager  
City of Duarte  
1600 Huntington Drive  
Duarte, CA 91010

**Perfluorooctanoic acid (PFOA) Response Level Exceedance, Perfluorooctane sulfonic acid (PFOS) and Perfluorohexane sulfonate (PFHxS) Notification Level Exceedance at Crownhaven Well, Duarte System PWSID No. 1910186**

Dear Mr. Villalobos:

California American Water (CAW) provides water service to residents and businesses within the cities of Duarte, Bradbury, Irwindale, Monrovia, Azusa and the County of Los Angeles from our Duarte water distribution system.

This distribution system uses exclusively local groundwater as a source of drinking water. As required by the California Health and Safety Code and State Water Resources Control Board, Division of Drinking Water regulations, CAW and the Main San Gabriel Basin Watermaster collect water samples from Crownhaven Well, Duarte System and test those samples for various regulated and unregulated chemical substances.

On June 16, 2023, CAW received a report from Weck Laboratory of confirmed exceedance detections for PFOA, PFOS and PFHxS. If Response Levels are exceeded or PFOA is detected over 10 parts per trillion, CAW is required to either (1) take the source out of service immediately; (2) utilize treatment or blending; or (3) provide public notification of the response level exceedance source. CAW chose to immediately take the source out of service. If Notification Levels are exceeded or PFOS is detected over 6.5 parts per trillion (ppt) and PFHxS is detected over 3.0 ppt, CAW is required to provide local agencies and the California Public Utilities Commission this notice within 30 days of receiving the results of the confirmation samples. As a result of the exceeded levels CAW is required to report the following information:

- **Drinking Water Source:** Crownhaven Well, drawing from the Main San Gabriel Groundwater Basin. Crownhaven Well is located at 2750 Huntington Drive in Duarte, CA.
- **Origin of Contaminant, if known:** Unknown at this time. PFOA, PFOS and PFHxS have been used extensively in consumer products such as carpets, clothing, fabrics for furniture, paper packaging for food, and other materials (e.g., cookware) designed to be waterproof, stain-resistant and non-stick. In addition, these chemicals have been used in fire-retarding foam and various industrial processes. PFHxS may also be formed as an impurity of PFOS production, or as a breakdown product of larger PFAS chemicals.
- **Maximum Contaminant Level:** None established. The Maximum Contaminant Level is the regulatory threshold over which water purveyors are in violation of the Drinking Water Act.  
**Response Level:** 10 ppt for PFOA, 40 ppt for PFOS and 20 ppt for PFHxS. If the calculated quarterly running annual average (QRAA) exceeds the Response Level, a water system must either (1) take the source out of service immediately; (2) utilize treatment or blending; or (3) provide public notification of the response level exceedance source.



- **Notification Level:** 5.1 ppt for PFOA, 6.5 ppt for PFOS and 3.0 ppt for PFHxS. The Notification Level is the concentration at which the water system is required to give this notice. To imagine one ppt, it is the equivalent of one drop of water in 20 Olympic-sized swimming pools.
- **Detected Concentrations:** On June 8, 2023, samples for PFOA with concentrations of 130 ppt were reported, and the resulting two confirmation samples reported on June 16, 2023, had concentrations of 230 and 230 ppt. The June 8, 2023 reported result for PFOS was 8.1 ppt, and the two confirmation samples reported on June 16, 2023, results were 7.7 and 7.4 ppt. The June 8, 2023, reported result for PFHxS was 13.0 ppt, and the two confirmation samples reported on June 16, 2023, results were 17.0 and 17.0 ppt.
- **Operational Status of Well:** Crownhaven Well was taken out of service June 16th, 2023 immediately upon learning of the confirmed results and resulting QRAA of 51.5 ppt for PFOA.
- **Health Effects of PFOA, PFOS and PFHxS:** Exposure to PFOA, PFOS and PFHxS above certain levels may result in adverse health effects, including elevated cholesterol, changes to liver function, changes in thyroid hormone levels, and reduced immune response, and cancer. The Office of Environmental Health Hazard Assessment (OEHHA) is recommending that the State Water Resources Control Board (SWRCB) set the notification levels for PFOA and PFOS at the lowest levels at which they can be reliably detected in drinking water using currently available and appropriate technologies.

Please do not hesitate to contact me if you have questions regarding this notice.

Best Regards,

Mike Phillips  
Manager, Southern Division  
Water Quality and Environmental Compliance

cc: Dmitry Ginzburg, State Water Resource Control Board, Division of Drinking Water  
Anthony Zampielo, Main San Gabriel Basin Watermaster  
Terence Shia, California Public Utilities Commission  
Kevin Kearney, City of Bradbury  
Julian Miranda, City of Irwindale  
Dylan Feik, City of Monrovia  
Sergio Gonzalez, City of Azusa  
Cindy Chen, Office of Supervisor Hilda Solis  
Anna Mouradian, Office of Supervisor Kathy Barger

# City of Bradbury

## Monthly Investment Report for the month of June 2023

### CASH ON DEPOSIT BY ACCOUNT

#### Bank Accounts:

Wells Fargo Bank - General Checking

#### Investments:

Local Agency Investment Fund (LAIF)

Webbank Salt Lake City

Texas Exchange Bank Crowley CD

BMW Bank of NA

Salal Credit Union Seattle Wash

|                                     | <u>Amount</u>   | <u>Maturity</u> | <u>Interest Rate</u> |
|-------------------------------------|-----------------|-----------------|----------------------|
| Wells Fargo Bank - General Checking | \$ 1,628,823.23 | n/a             | 0%                   |
| Local Agency Investment Fund (LAIF) | \$ 3,423,775.19 | n/a             | 3.17%                |
| Webbank Salt Lake City              | \$ 243,000.00   | 7/18/2023       | 2.75%                |
| Texas Exchange Bank Crowley CD      | \$ 249,000.00   | 7/9/2024        | 0.50%                |
| BMW Bank of NA                      | \$ 248,000.00   | 12/10/2024      | 0.90%                |
| Salal Credit Union Seattle Wash     | \$ 240,000.00   | 9/29/2023       | 4.20%                |

#### Total

**\$ 6,032,598.42**

### CASH & INVESTMENTS ON DEPOSIT BY FUND

#### Funds

General Fund (101)

Utility Users Tax Fund (102)

Deposits Fund (103)

Long Term Planning Fee Fund (112)

Technology Fee Fund (113)

Gas Tax Fund (200)

SB 1 Gas Tax Fund (201)

Prop A Fund (203)

Prop C Fund (204)

TDA Fund (205)

Sewer Fund (206)

STPL Fund (208)

Recycling Grant Fund (209)

Measure R Fund (210)

Measure M Fund (212)

Measure W Fund (213)

COPS Fund (215)

County Park Grant Fund (217)

CWPP Grant Fund (219)

ARPA Fund (220)

| <u>Amount</u>  |
|----------------|
| \$4,687,134.99 |
| \$582,676.09   |
| (\$10,121.98)  |
| \$8,189.07     |
| \$14,418.00    |
| \$4,542.27     |
| \$8,428.12     |
| \$55,809.20    |
| \$32,317.69    |
| \$0.00         |
| \$609.10       |
| \$1,060.28     |
| \$29,920.12    |
| \$72,393.44    |
| \$80,620.09    |
| \$39,781.14    |
| \$396,006.90   |
| \$9,297.89     |
| \$19,516.01    |
| \$0.00         |

#### Total

**\$ 6,032,598.42**

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

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

**\$ -**

Submitted By:

Reviewed By:

Kevin Kearney  
City Manager

Laurie Stiver  
City Treasurer

## Expenditures

| Account Description                 |                                       | 2021-22<br>Budget | 2021-22<br>YTD @ 06/30/2022 |         | 2022-23<br>Budget | 2022-23<br>YTD @ 06/30/2023 |         |
|-------------------------------------|---------------------------------------|-------------------|-----------------------------|---------|-------------------|-----------------------------|---------|
| <b>General Fund:</b>                |                                       |                   |                             |         |                   |                             |         |
| <b>City Council Division:</b>       |                                       |                   |                             |         |                   |                             |         |
| 101-11-6100                         | Events and awards                     | 6,500             | 922                         | 14%     | 14,000            | 10,994                      | 79%     |
| 101-11-6110                         | City Newsletter                       | -                 | #DIV/0!                     |         | 400               | 265                         | 66%     |
| 101-11-6500                         | Community Support (homelessness)      | 3,000             | 3,000                       | 100%    | 4,000             | 3,600                       | 90%     |
|                                     |                                       | 9,500             | 3,922                       | 41%     | 18,400            | 14,859                      | 81%     |
| <b>City Manager Division:</b>       |                                       |                   |                             |         |                   |                             |         |
| 101-12-5010                         | Salaries                              | 126,720           | 130,753                     | 103%    | 150,000           | 153,333                     | 102%    |
| 101-12-5100                         | Benefits                              | 50,747            | 51,256                      | 101%    | 58,099            | 60,662                      | 104%    |
| 101-12-6020                         | Meetings & Conferences                | 5,000             | 3,076                       | 62%     | 5,000             | 4,475                       | 90%     |
| 101-12-6025                         | Expense Account                       | 1,500             | 280                         | 19%     | 1,500             | 320                         | 21%     |
| 101-12-6050                         | Mileage                               | 1,000             | 489                         | 49%     | 1,000             | 1,098                       | 110%    |
| 101-12-6440                         | Cell Phone                            | 1,000             | 900                         | 90%     | 900               | 975                         | 108%    |
|                                     |                                       | 185,967           | 186,754                     | 100%    | 216,499           | 220,863                     | 102%    |
| <b>City Clerk Division:</b>         |                                       |                   |                             |         |                   |                             |         |
| 101-13-5010                         | Salaries                              | 67,000            | 67,000                      | 100%    | 72,695            | 107,695                     | 148%    |
| 101-13-5100                         | Benefits                              | 30,000            | 27,793                      | 93%     | 29,359            | 39,992                      | 136%    |
| 101-13-6020                         | Meetings & Conferences                | -                 | #DIV/0!                     |         | -                 | 689                         | #DIV/0! |
| 101-13-6050                         | Mileage                               | 100               | 107                         | 107%    | 100               | 52                          | 52%     |
| 101-13-6210                         | Special Department Supplies           | 275               |                             | 0%      | 500               | -                           | 0%      |
| 101-13-6220                         | Election Supplies                     | 500               | 564                         | 113%    | 600               | -                           | 0%      |
| 101-13-6225                         | Codification                          | 3,000             | 4,854                       | 162%    | 3,500             | 2,916                       | 83%     |
| 101-13-7000                         | Contract Election Services            | 15,000            |                             | 0%      | -                 | -                           | #DIV/0! |
|                                     |                                       | 115,875           | 100,318                     | 87%     | 106,754           | 151,344                     | 142%    |
| <b>Finance Division:</b>            |                                       |                   |                             |         |                   |                             |         |
| 101-14-5010                         | Salaries                              | 15,789            | 17,033                      | 108%    | 25,000            | 19,646                      | 79%     |
| 101-14-5100                         | Benefits                              | 1,355             | 512                         | 38%     | -                 | -                           | #DIV/0! |
| 101-14-6210                         | Special Department Supplies           | 400               | 400                         | 100%    | 500               | 420                         | 84%     |
| 101-14-6230                         | Contracted Computer Services          | 1,000             | 1,981                       | 198%    | 1,500             | -                           | 0%      |
| 101-14-7010                         | Contracted Banking Services           | 4,500             | 4,540                       | 101%    | 4,000             | 3,597                       | 90%     |
| 101-14-7020                         | Contracted Audit Services             | 19,000            | 10,000                      | 53%     | 17,000            | 17,510                      | 103%    |
| 101-14-7040                         | GASB Reports                          | 700               | 700                         | 100%    | 1,000             | 700                         | 70%     |
|                                     |                                       | 42,744            | 35,166                      | 82%     | 49,000            | 41,873                      | 85%     |
| <b>City Attorney Division:</b>      |                                       |                   |                             |         |                   |                             |         |
| 101-15-6125                         | City Attorney-Planning                | 3,000             | -                           | 0%      | 10,000            | 8,383                       | 84%     |
| 101-15-7020                         | City Attorney Retainer                | 31,800            | 29,162                      | 92%     | 34,800            | 31,900                      | 92%     |
| 101-15-7070                         | City Attorney Special Service         | 3,000             | 14,080                      | 469%    | 2,000             | 34,721                      | 1736%   |
| 101-15-7075                         | Development Code Update               |                   | 14,373                      | #DIV/0! | 7,000             | 3,245                       | 46%     |
| 101-15-7080                         | Seminars & Training                   | -                 | -                           | #DIV/0! | 1,000             | 385                         | 39%     |
| 101-15-7450                         | City Attorney-Code Enforcement        | 2,000             |                             | 0%      | 2,000             | 1,238                       | 62%     |
|                                     |                                       | 36,800            | 57,615                      | 157%    | 46,800            | 79,872                      | 171%    |
| <b>General Government Division:</b> |                                       |                   |                             |         |                   |                             |         |
| 101-16-5010                         | Salaries                              | 55,605            | 55,605                      | 100%    | 60,331            | 67,321                      | 112%    |
| 101-16-5100                         | Benefits                              | 14,286            | 16,724                      | 117%    | 21,297            | 16,936                      | 80%     |
| 101-16-6010                         | Seminars & Training                   | 1,000             | 496                         | 50%     | 1,000             | -                           | 0%      |
| 101-16-6020                         | Meetings & Conferences                | 200               | 712                         | 356%    | 1,000             | 35                          | 4%      |
| 101-16-6040                         | Transportation & Lodging              | 500               |                             | 0%      | 1,000             | -                           | 0%      |
| 101-16-6050                         | Mileage                               | 300               | 371                         | 124%    | 400               | -                           | 0%      |
| 101-16-6120                         | Postage                               | 700               | 253                         | 36%     | 400               | 704                         | 176%    |
| 101-16-6200                         | Office Supplies                       | 3,000             | 990                         | 33%     | 2,000             | 5,224                       | 261%    |
| 101-16-6210                         | Special Departmental Supplies         |                   | 997                         | #DIV/0! | 16,100            | -                           | 0%      |
| 101-16-6230                         | Computer & Website Services           | 10,000            | 2,396                       | 24%     | 4,000             | 12,136                      | 303%    |
| 101-16-6240                         | PERS UAL Payment                      | 6,291             | 9,598                       | 153%    | 12,920            | 12,490                      | 97%     |
| 101-16-6241                         | PERS Replacement Benefit Contribution | 2,600             | 2,823                       | 109%    | 3,000             | 2,858                       | 95%     |
| 101-16-6242                         | PERS SSA 218 Annual Fee               | 200               |                             | 0%      | 200               | -                           | 0%      |

## Expenditures

| Account Description                                 |                                 | 2021-22<br>Budget | 2021-22<br>YTD @ 06/30/2022 |         | 2022-23<br>Budget | 2022-23<br>YTD @ 06/30/2023 |         |
|---|---------------------------------|-------------------|-----------------------------|---------|-------------------|-----------------------------|---------|
| 101-16-6250   | Copier & Duplications           |                   | -                           | #DIV/0! | -                 | 1,048                       | #DIV/0! |
| 101-16-6300   | Insurance                       | 39,187            | 36,652                      | 94%     | 40,000            | 42,609                      | 107%    |
| 101-16-6400   | Utilities                       | 7,380             | 7,081                       | 96%     | 5,500             | 10,197                      | 185%    |
| 101-16-6440   | Telephone                       | 2,100             | 1,689                       | 80%     | 2,000             | 2,210                       | 111%    |
| 101-16-6450   | Building Operations             | 1,200             | 504                         | 42%     | 2,000             | 439                         | 22%     |
| 101-16-6460   | Building & Cleaning Service     | 4,500             | 4,500                       | 100%    | 4,000             | 5,836                       | 146%    |
| 101-16-6470   | Maintenance & Supplies          | 20,500            | 21,468                      | 105%    | 1,000             | 2,536                       | 254%    |
| 101-16-7435   | Redistricting                   | 65,000            | 40,250                      | 62%     | -                 | 743                         | #DIV/0! |
| 101-16-6415   | Street Signs                    | 6,000             |                             | 0%      | 10,000            | -                           | 0%      |
|   |                                 | 240,549           | 203,109                     | 84%     | 188,148           | 183,322                     | 97%     |
| <b>Engineering Division:</b>                        |                                 |                   |                             |         |                   |                             |         |
| 101-19-7230   | Contracted Engineering Services | 80,000            | 54,950                      | 69%     | 80,000            | 62,325                      | 78%     |
|   |                                 | 80,000            | 54,950                      | 69%     | 80,000            | 62,325                      | 78%     |
| <b>Planning, Zoning &amp; Development Division:</b> |                                 |                   |                             |         |                   |                             |         |
| 101-20-6020   | Meetings & Conferences          |                   |                             |         |                   | -                           |         |
| 101-20-6120   | Postage                         | 500               | 35                          | 7%      | 300               | -                           | 0%      |
| 101-20-6210   | Special Department Supplies     | 500               | 80                          | 16%     | 300               | -                           | 0%      |
| 101-20-6240   | Environmental Filing Fees       | 500               |                             | 0%      | -                 | -                           | #DIV/0! |
| 101-20-7210   | City Planner Retainer           | 46,800            | 30,125                      | 64%     | 46,800            | 31,200                      | 67%     |
| 101-20-7220   | Contracted Building & Safety    | 120,000           | 73,235                      | 61%     | 90,000            | 82,800                      | 92%     |
| 101-20-7240   | City Planner Special Service    | 15,000            | 6,765                       | 45%     | 10,000            | 8,828                       | 88%     |
| 101-20-7245   | General Plan update             |                   | 33,436                      | #DIV/0! | 15,000            | 82,903                      | 553%    |
| 101-20-7075   | Development Code Update         | 2,000             |                             | 0%      |                   | -                           | #DIV/0! |
|   |                                 | 185,300           | 143,676                     | 78%     | 162,400           | 205,731                     | 127%    |
| <b>Parks &amp; Landscape Maintenance Division:</b>  |                                 |                   |                             |         |                   |                             |         |
| 101-21-7015   | Royal Oaks Trail Maintenance    | 10,000            | 10,332                      | 103%    | 10,000            | 14,232                      | 142%    |
| 101-21-7020   | City Hall Grounds Maintenance   | 7,000             | 9,540                       | 136%    | 7,500             | 4,836                       | 64%     |
| 101-21-7025   | Trail Maintenance               | 10,000            | 2,758                       | 28%     | 10,000            | 8,978                       | 90%     |
| 101-21-7035   | Mt.Olive Entrance & Trail       | 12,000            | 6,184                       | 52%     | 12,000            | 6,831                       | 57%     |
| 101-21-7045   | Lemon/RO Horse Trail            | 7,000             | 1,685                       | 24%     | 7,000             | 1,651                       | 24%     |
| 101-21-7060   | Street Tree Trimming            | 15,000            | 16,956                      | 113%    | 15,000            | 8,245                       | 55%     |
|   |                                 | 61,000            | 47,455                      | 78%     | 61,500            | 44,773                      | 73%     |
| <b>Public Safety Division:</b>                      |                                 |                   |                             |         |                   |                             |         |
| 101-23-6210   | Special Departmental Services   |                   | 42                          | #DIV/0! | 50                | 52                          | 104%    |
| 101-23-7410   | Contract Services Sheriff       | 126,940           | 105,783                     | 83%     | 128,000           | 107,295                     | 84%     |
| 101-23-7420   | City Hall Security              | 3,000             | 4,770                       | 159%    | 3,500             | 2,976                       | 85%     |
| 101-23-7450   | Code Enforcement                | 12,000            | 1,439                       | 12%     | 1,500             | 1,549                       | 103%    |
| 101-23-7757   | AED Purchase                    |                   |                             | #DIV/0! |                   | -                           | #DIV/0! |
|   |                                 | 141,940           | 112,034                     | 79%     | 133,050           | 111,872                     | 84%     |
| <b>Emergency Preparedness Division:</b>             |                                 |                   |                             |         |                   |                             |         |
| 101-24-6010   | Seminars & Training             | 110               | 65                          | 59%     | 100               | 44                          | 44%     |
| 101-24-6020   | Meetings & Conferences          | 500               |                             | 0%      | 500               | 27                          | 5%      |
| 101-24-6030   | Memberships & Dues              | 400               | 360                         | 90%     | 450               | 900                         | 200%    |
| 101-24-6100   | Events & Awards                 | 200               |                             | 0%      | 200               | -                           | 0%      |
| 101-24-6470   | Maintenance & Supplies          | 5,500             | 261                         | 5%      | 5,000             | 1,615                       | 32%     |
| 101-24-6480   | Civic Center Generator          | 1,000             | 291                         | 29%     | 300               | -                           | 0%      |
| 101-24-7245   | Hazard Mitigation Plan          | -                 |                             | #DIV/0! | -                 | -                           | #DIV/0! |
|   |                                 | 7,710             | 977                         | 13%     | 6,550             | 2,586                       | 39%     |

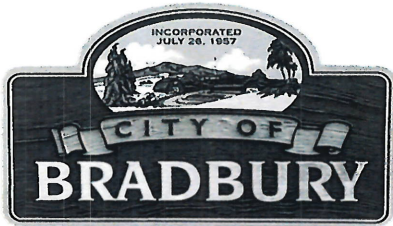


## Expenditures

| Account Description                          |                                     | 2021-22<br>Budget | 2021-22<br>YTD @ 06/30/2022 |         | 2022-23<br>Budget | 2022-23<br>YTD @ 06/30/2023 |         |
|--|-------------------------------------|-------------------|-----------------------------|---------|-------------------|-----------------------------|---------|
| <b>Animal &amp; Pest Control Division:</b>   |                                     |                   |                             |         |                   |                             |         |
| 101-25-7000                                  | Animal Control Services             | 11,450            | 10,496                      | 92%     | 8,500             | 10,811                      | 127%    |
| 101-25-7010                                  | Pest Control Services               | 500               |                             | 0%      | 500               | -                           | 0%      |
|  |                                     | 11,950            | 10,496                      | 88%     | 9,000             | 10,811                      | 120%    |
| <b>Intergovernmental Relations Division:</b> |                                     |                   |                             |         |                   |                             |         |
| 101-30-6030                                  | Memberships & Dues                  | 10,500            | 12,078                      | 115%    | 11,000            | 11,479                      | 104%    |
|  |                                     | 10,500            | 12,078                      | 115%    | 11,000            | 11,479                      | 104%    |
| <b>General Fund Totals</b>                   |                                     | 1,129,835         | 968,550                     | 86%     | 1,089,101         | 1,141,711                   | 105%    |
| <b>Utility Users Tax Fund:</b>               |                                     |                   |                             |         |                   |                             |         |
| 102-42-7630                                  | NPDES Stormwater Compliance         | 90,000            | 16,128                      | 18%     | 1,600             | 11,729                      | 733%    |
|  |                                     | 90,000            | 16,128                      | 18%     | 1,600             | 11,729                      | 733%    |
| <b>Deposits Fund:</b>                        |                                     |                   |                             |         |                   |                             |         |
| 103-00-2039                                  | Chadwick Ranch Development          | 75,000            | 92,263                      | 123%    | 50,000            | -                           | 0%      |
|  |                                     | 75,000            | 92,263                      | 123%    | 50,000            | -                           | 0%      |
| <b>Long Term Planning Fee Fund:</b>          |                                     |                   |                             |         |                   |                             |         |
| 112-20-7245                                  | General Plan Expense                | 2,000             | -                           | 0%      | -                 | -                           | #DIV/0! |
|  |                                     | 2,000             | -                           | -       | -                 | -                           | #DIV/0! |
| <b>Technology Fee Fund:</b>                  |                                     |                   |                             |         |                   |                             |         |
| 113-20-4500                                  | Permit Digitizing                   | -                 | -                           | #DIV/0! | -                 | -                           | #DIV/0! |
| 113-20-7730                                  | Website                             | 3,000             | 1,800                       | 60%     | 5,000             | 1,800                       | 36%     |
| 113-20-8120                                  | Capital Equipment-Server & Copier   | 10,000            | 19,648                      | 196%    | 12,000            | 10,770                      | 90%     |
|  |                                     | 13,000            | 21,448                      | 165%    | 17,000            | 12,570                      | 74%     |
| <b>Gas Tax Fund:</b>                         |                                     |                   |                             |         |                   |                             |         |
| 200-48-6400                                  | Utilities-Select System             | 11,000            | 11,389                      | 104%    | 11,000            | 11,357                      | 103%    |
| 200-48-6410                                  | Street Lights                       | 10,000            | 10,468                      | 105%    | 11,000            | 11,124                      | 101%    |
| 200-48-7000                                  | PW Contract Services                | 1,000             | 763                         | 76%     | 600               | 406                         | 68%     |
| 200-48-7290                                  | Street Sweeping                     | 4,000             | 4,384                       | 110%    | 4,000             | 3,651                       | 91%     |
| 200-48-7750                                  | Wild Rose Project                   | 25,097            | 14,168                      | 56%     | 6,430             | 605                         | 9%      |
|  |                                     | 51,097            | 41,172                      | 81%     | 33,030            | 27,143                      | 82%     |
| <b>SB1 Gas Tax Fund:</b>                     |                                     |                   |                             |         |                   |                             |         |
| 201-48-7750                                  | Wild Rose Project                   | 81,615            | 18,281                      | 22%     | 61,070            | 20,055                      | 33%     |
| 201-48-7755                                  | City Wide Slurry Seal               |                   |                             | #DIV/0! |                   | -                           | #DIV/0! |
|  |                                     | 81,615            | 18,281                      | 22%     | 61,070            | 20,055                      | 33%     |
| <b>Prop. A Fund:</b>                         |                                     |                   |                             |         |                   |                             |         |
| 203-00-7600                                  | Sale of Prop. A Funds               |                   |                             |         |                   |                             |         |
|  |                                     | -                 | -                           | #DIV/0! | -                 | -                           | #DIV/0! |
| <b>Prop. C Fund:</b>                         |                                     |                   |                             |         |                   |                             |         |
| 204-20-6030                                  | Memberships & Dues                  | 900               | 353                         | 39%     | 400               | -                           | 0%      |
| 204-40-7325                                  | Transit Services                    | 9,000             | 7,745                       | 86%     | 8,449             | 7,744                       | 92%     |
| 204-48-7745                                  | Royal Oaks North Curb Extension     |                   |                             |         | -                 | -                           |         |
| 204-48-7750                                  | Wild Rose Project                   | 36,570            | 15,348                      |         | 21,220            | 604                         |         |
|  |                                     | 46,470            | 23,446                      | 50%     | 30,069            | 8,348                       | 28%     |
| <b>Transportation Development Act Fund:</b>  |                                     |                   |                             |         |                   |                             |         |
| 205-48-7045                                  | RO Trail                            | -                 | 2,600                       | #DIV/0! | 5,000             | 856                         | 17%     |
| 205-48-7720                                  | Lemon/RO Horse Trail Project        | -                 |                             | #DIV/0! | -                 | -                           | #DIV/0! |
| 205-48-7735                                  | Royal Oaks & Mt. Olive Trail Rehab. | 5,000             | 2,920                       | 58%     | -                 | -                           | #DIV/0! |
| 205-00-7760                                  | Return of Funds                     | -                 | -                           | #DIV/0! | -                 | -                           | #DIV/0! |
|  |                                     | 5,000             | 5,520                       | #DIV/0! | 5,000             | 856                         | #DIV/0! |

## Expenditures

| Account Description                                    |                                    | 2021-22   |                  |         | 2022-23   |                  |         |
|--|------------------------------------|-----------|------------------|---------|-----------|------------------|---------|
|  |                                    | Budget    | YTD @ 06/30/2022 |         | Budget    | YTD @ 06/30/2023 |         |
| <b>Sewer Fund:</b>                                     |                                    |           |                  |         |           |                  |         |
| 206-50-7601  | Mt. Olive Lane Sewer Project       | -         | -                | #DIV/0! | -         | -                | #DIV/0! |
| 206-50-7602  | DUSD Message Board                 | -         | -                | #DIV/0! | -         | -                | #DIV/0! |
| 206-50-7606  | Winston Ave Project                | -         | -                | #DIV/0! | -         | -                | #DIV/0! |
|  |                                    | 665,476   | -                | 0%      | -         | -                | #DIV/0! |
| <b>STPL Fund:</b>                                      |                                    |           |                  |         |           |                  |         |
| 208-48-7750  | Wild Rose Project                  | 1,055     | -                | 0%      | 1,055     | -                | 0%      |
|  |                                    | 1,055     | -                | 0%      | 1,055     | -                | 0%      |
| <b>Recycling Grant Fund:</b>                           |                                    |           |                  |         |           |                  |         |
| 209-35-7300  | Recycling Education                | 5,000     | -                | 0%      | 5,000     | 6,695            | 134%    |
|  |                                    | 5,000     | -                | -       | 5,000     | 6,695            | 1       |
| <b>Measure R Fund:</b>                                 |                                    |           |                  |         |           |                  |         |
| 210-48-7750  | Wild Rose Project                  | 88,739    | -                | 0%      | 88,739    | 28,321           | 32%     |
|  |                                    | 88,739    | -                | 0%      | 88,739    | 28,321           | 32%     |
| <b>Measure M Fund</b>                                  |                                    |           |                  |         |           |                  |         |
| 212-48-7750  | Wild Rose Project                  | 58,470    |                  | 0%      | 58,470    | -                | 0%      |
|  |                                    | 58,470    | -                | 0%      | 58,470    | -                | 0%      |
| <b>Measure W Fund</b>                                  |                                    |           |                  |         |           |                  |         |
| 213-42-7630  | NPDES Stormwater Compliance        |           |                  |         | 50,506    | 47,537           |         |
|  |                                    | 50,500    | 42,230           | 84%     | 50,506    | 47,537           | 94%     |
| <b>Citizen's Option for Public Safety (COPS) Fund:</b> |                                    |           |                  |         |           |                  |         |
| 215-23-7410  | Contract Services Sheriff          | 50,000    | 50,000           | 100%    |           | -                | #DIV/0! |
| 215-23-7411  | Contract CSO Services & Supplies   | 56,500    | 52,116           | 92%     | 55,000    | 124,884          | 227%    |
|  |                                    | 106,500   | 102,116          | 96%     | 55,000    | 124,884          | 227%    |
| <b>County Park Grant:</b>                              |                                    |           |                  |         |           |                  |         |
| 217-21-7650  | Civic Center Park                  | 1,000     | -                | 0%      | 1,000     | -                | 0%      |
|  |                                    | 1,000     | -                | 0%      | 1,000     | -                | 0%      |
| <b>Fire Safe Grant 14-USFS-SFA-0053:</b>               |                                    |           |                  |         |           |                  |         |
| 219-21-7761  | Community Wildfire Protection Plan | 30,934    | 3,555            | 11%     | 5,000     | 1,885            | 38%     |
|  |                                    | 30,934    | 3,555            | 11%     | 5,000     | 1,885            | 38%     |
| <b>ARPA Fund:</b>                                      |                                    |           |                  |         |           |                  |         |
| 220-00-5000  | Operating Transfers Out            | -         | -                | #DIV/0! | 132,500   | -                | 0%      |
| 220-00-6215  | ARPA Expenses                      | 100,000   | -                | 0%      | 5,300     | -                | 0%      |
|  |                                    | 100,000   | -                | 0%      | 137,800   | -                | 0%      |
| <b>Total Expenditures</b>                              |                                    | 2,601,691 | 1,334,709        | 51%     | 1,689,440 | 1,431,734        | 85%     |



# **AGENDA**

**Special Meeting of the Bradbury City Council  
To be held on Wednesday, July 26, 2023  
at the Bradbury Civic Center  
600 Winston Avenue, Bradbury, CA 91008**

**OPEN SESSION 6:30 PM**

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

**CALL TO ORDER/ROLL CALL**

Mayor Barakat, Mayor Pro Tem Hale, Councilmembers Lewis, Lathrop, & Bruny

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

**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.*

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

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

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The City of Bradbury will gladly accommodate disabled persons wishing to communicate at a city public meeting. If special assistance is needed, please call the City Manager's Office (626.358.3218) 48 hours prior to the scheduled meeting.

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**ITEMS**

**1. Discussion on the 6<sup>th</sup> Cycle Housing Element Overlay**

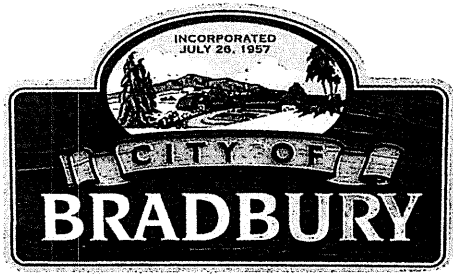
It is recommended that the City Council discuss the currently proposed Affordable Housing Overlay site and direct Staff on how to proceed with the Overlay in the Draft Housing Element.

**ADJOURNMENT**

The City Council will adjourn to a Regular Meeting at the Bradbury Civic Center, 600 Winston Avenue, Bradbury, CA 91008 on Tuesday, August 15, 2023 at 7:00 p.m.

*"I, Diane Jensen, City Clerk, hereby certify that I caused this agenda to be posted at the Bradbury City Hall entrance gate on Friday, July 21, 2023 by 5:00 p.m."*

  
\_\_\_\_\_  
CITY CLERK – CITY OF BRADBURY



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

## City of Bradbury Agenda Memo

TO: Honorable Mayor and Members of the City Council

FROM: Kevin Kearney, City Manager

DATE: July 26, 2023

SUBJECT: DISCUSSION ON THE 6<sup>TH</sup> CYCLE HOUSING ELEMENT OVERLAY

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### SUMMARY

In order to meet its housing obligations, the City of Bradbury plans to implement an Affordable Housing Overlay Zone to provide for the development of units suitable for lower income households. The Affordable Housing Overlay (AHO) Zone may be assigned to any legally created parcel of land located within the various residential zones provided that such application to the parcel of land complies with the provisions of the California Environmental Quality Act (CEQA). In years past, the City placed the AHO designation over the City Hall site on the land use map. The current Housing Element Draft provides that an AHO zone will be placed on the City Hall site and new development standards will be adopted to allow for the creation of an emergency shelter for 6 persons as well as 18 lower and moderate income units.

The following map is what is contained in the Draft Housing Element, and outlines the currently proposed Overlay:



The City Council should discuss the currently proposed AHO and advise Staff if the Housing Element should continue planning for the AHO in its current site, or it should be relocated to a different site, or both.

### **RECOMMENDATION**

It is recommended that the City Council discuss the currently proposed Affordable Housing Overlay site and direct Staff on how to proceed with the AHO in the Draft Housing Element.