

CITY OF MONTCLAIR

AGENDA FOR CITY COUNCIL, SUCCESSOR AGENCY,
AND MONTCLAIR HOUSING CORPORATION MEETINGS

To be held in the Council Chambers
5111 Benito Street, Montclair, California

November 19, 2012

7:00 p.m.

As a courtesy please silence your cell phones, pagers, and other electronic devices while the meeting is in session. Thank you.

The CC/SA/MHC meetings are now available in audio format on the City's website at www.ci.montclair.ca.us and can be accessed the day following the meeting after 10:00 a.m.

Page No.

I. **CALL TO ORDER** – City Council and Successor Agency and Montclair Housing Corporation Boards of Directors

II. **INVOCATION**

In keeping with our long-standing tradition of opening our Council meetings with an invocation, this City Council Meeting may include a nonsectarian invocation. Such invocations are not intended to proselytize or advance any faith or belief or to disparage any faith or belief. Neither the City nor the City Council endorse any particular religious belief or form of invocation.

III. **PLEDGE OF ALLEGIANCE**

IV. **ROLL CALL**

V. **PRESENTATIONS** – None

VI. **PUBLIC COMMENT**

This section is intended to provide members of the public with an opportunity to comment on any subject that does not appear on this agenda. Each speaker will be afforded five minutes to address the City Council Members, Successor Agency Board of Directors, and Montclair Housing Corporation Board of Directors. (Government Code Section 54954.3)

Under the provisions of the Brown Act, the Council/Successor Agency Board/MHC Board is prohibited from taking action on items not listed on the agenda.

VII. **PUBLIC HEARINGS** – None

VIII. CONSENT CALENDAR

A. Approval of Minutes

1. Minutes of the Regular Joint Council/Successor Agency Board/
MHC Board Meeting of October 15, 2012 [CC/SA/MHC]

B. Administrative Reports

1. Consider Receiving and Filing of Treasurer's Report [CC] 5
2. Consider Approval of Warrant Register and Payroll
Documentation [CC] 6
3. Consider Receiving and Filing of Treasurer's Report [SA] 7
4. Consider Approval of Warrant Register [SA] 8
5. Consider Receiving and Filing of Treasurer's Report [MHC] 9
6. Consider Approval of Warrant Register [MHC] 10
7. Consider Setting a Public Hearing to Consider Adoption of a
Finding of Categorical Exemption and a DeMinimis Finding of
No Effect on Fish and Wildlife Associated With the Monte Vista
Avenue Improvement Project [CC] 11
8. Consider Approval of Fiscal Year 2012-13 Recommendations for
the Schedule of Community Benefits Funding [CC] 13
9. Consider Approval of Grant Deed Conveying Title of City-Owned
Property on Central Avenue to Monte Vista Water District and
Authorizing Mayor Eaton and Deputy City Clerk Smith to Sign
the Grand Deed on Behalf of the City [CC] 16
10. Consider Authorizing City Engineer Michael C. Hudson to Sign
Lot Line Adjustment No. 12-1 Application on Behalf of the City
[CC] 20
11. Consider Status Report on Emergency Contracting Procedures
Related to Certain Repairs at Kingsley Park [CC]

Consider Termination of the Emergency Action Authorized
Under Resolution No. 12-2967 [CC]

Consider Approval of the Filing of a Notice of Completion for
the Emergency Repairs [CC] 21
12. Consider Declaring City Vehicles as Surplus and Authorizing
Their Sale at Auction [CC] 23
13. Consider Receiving and Filing Alcoholic Beverage Permit
Application - Arrow Hwy Liquor [CC] 24

C. Agreements

1. Consider Approval of Agreement No. 12-98 With the City of Ontario Police Department for Participation in the "Avoid the 25" DUI Enforcement Program [CC] 25
2. Consider Approval of Agreement No. 12-99 With L. D. King, Inc., for \$40,000 for Engineering and Design Services Related to the Monte Vista Avenue Street Widening Project [CC]

Consider Authorizing City Manager to Amend Agreement Scope of Services as May Be Necessary for a Total Increase Not to Exceed \$5,000 [CC] 31
3. Consider Approval of Agreement No. 12-100 With The Planning Center to Provide Environmental Scan Services [CC] 41

D. Resolutions

1. Consider Adoption of Resolution No. 12-2966 Authorizing Placement of Liens on Certain Properties for Delinquent Sewer and Trash Charges [CC] 48
2. Consider Adoption of Resolution No. 12-2971 Superseding and Correcting Resolution No. 11-2905, Which Established an Appropriations Limit for Fiscal Year 2011-12 Pursuant to Article 13-B of the California Constitution and Section 7910 of the Government Code [CC] 56
3. Consider Adoption of Resolution No. 12-2972 Rescinding Resolution No. 11-2902 Designating Restricted Parking on Public Streets and Alleys [CC] 60
4. Consider Adoption of Resolution No. 12-2973 Adopting the Montclair Records Retention Schedule as the City of Montclair's Official Records Management Program [CC] 96

IX. PULLED CONSENT CALENDAR ITEMS

X. RESPONSE

- A. Response to Council Inquiry Regarding the Scavenging of Recyclable Materials From Solid Waste Containers 100

XI. COMMUNICATIONS

A. City Attorney

1. Closed Session Pursuant to Government Code Section 54957.6 Regarding Conference With Designated Labor Negotiator Edward C. Starr

Agency: City of Montclair

Employee Organizations: Management
Montclair Fire Fighters Association
Montclair Police Officers Association
San Bernardino Public Employees Assn.

- B. City Manager/Executive Director
- C. Mayor/Chairman
- D. Council/MHC Board
- E. Committee Meeting Minutes *(for informational purposes only)*
 - 1. Minutes of the Code Enforcement Committee Meeting of October 15, 2012 107
 - 2. Minutes of the Personnel Committee Meeting of October 15, 2012 110
 - 3. Minutes of the Safety Committee Meeting of October 18, 2012 111

XII. ADJOURNMENT OF SUCCESSOR AGENCY AND MONTCLAIR HOUSING CORPORATION BOARDS OF DIRECTORS

(At this time, the City Council will meet in Closed Session regarding labor negotiations.)

XIII. CLOSED SESSION ANNOUNCEMENTS

XIV. ADJOURNMENT OF CITY COUNCIL

The next regularly scheduled City Council, Successor Agency, and Montclair Housing Corporation Board meetings will be held on Monday, December 3, 2012, at 7:00 p.m. in the Council Chambers.

Reports, backup materials, and additional materials related to any item on this Agenda distributed to the City Council, Successor Agency Board, or Montclair Housing Corporation Board after distribution of the Agenda packet are available for public inspection in the Office of the City Clerk located at 5111 Benito Street, Montclair, California, between 7:00 a.m. and 6:00 p.m., Monday through Thursday

In compliance with the Americans with Disabilities Act, if you need special assistance to participate in this meeting, please contact the Deputy City Clerk at (909) 625-9416. Notification 48 hours prior to the meeting will enable the City to make reasonable arrangements to ensure accessibility to this meeting. (28 CFR 35.102-35.104 ADA Title II)

I, Yvonne L. Smith, Deputy City Clerk, hereby certify that I posted, or caused to be posted, a copy of this Agenda not less than 72 hours prior to this meeting on the bulletin board adjacent to the north door of Montclair City Hall on November 15, 2012.

AGENDA REPORT

SUBJECT: CONSIDER RECEIVING AND FILING OF
TREASURER'S REPORT

DATE: November 19, 2012

SECTION: ADMIN. REPORTS

ITEM NO. 1

FILE I.D.: FIN520

DEPT.: ADMIN. SVCS.

REASON FOR CONSIDERATION: The City Council is requested to consider receiving and filing the City of Montclair Treasurer's Report for the month ending October 31, 2012, pursuant to state law.

BACKGROUND: Included in your agenda packet is a copy of the Treasurer's Report for the period ending October 31, 2012.

FISCAL IMPACT: Routine—report of City's cash and investments.

RECOMMENDATION: Staff recommends the City Council receive and file the Treasurer's Report for the month ending October 31, 2012.

Prepared by:

Michael Piotrowski
Gyonna L. Smith

Reviewed and
Approved by:

[Signature]
[Signature]

Proofed by:

Presented by:

AGENDA REPORT

SUBJECT: CONSIDER APPROVAL OF WARRANT REGISTER AND PAYROLL DOCUMENTATION **DATE:** November 19, 2012
SECTION: ADMIN. REPORTS
ITEM NO.: 2
FILE I.D.: FIN540
DEPT.: ADMIN. SVCS.

REASON FOR CONSIDERATION: The City Council is requested to consider approval of the Warrant Register and Payroll Documentations.

BACKGROUND: Mayor Pro Tem Raft has examined the Warrant Register dated November 19, 2012, and Payroll Documentation dated October 21, 2012, finds them to be in order; and recommends their approval.

FISCAL IMPACT: The Warrant Register dated November 19, 2012, totals \$661,838.27. The Payroll Documentation October 21, 2012, totals \$596,341.02, with \$410,830.71 being the total cash disbursement.

RECOMMENDATION: Staff recommends the City Council approve the above referenced Warrant Register and Payroll Documentation as presented.

Prepared by:

Gyome L Smith

Proofed by:

Andrea Phillips

Reviewed and
Approved by:

[Signature]

Presented by:

AGENDA REPORT

SUBJECT: CONSIDER RECEIVING AND FILING OF
TREASURER'S REPORT

DATE: November 19, 2012

SECTION: ADMIN. REPORTS

ITEM NO.: 3

FILE I.D.: FIN510

DEPT.: SUCCESSOR RDA

REASON FOR CONSIDERATION: The City Council acting as successor to the Redevelopment Agency Board of Directors is requested to consider receiving and filing the Successor to the Redevelopment Agency Treasurer's Report for the month ending October 31, 2012, pursuant to state law.

BACKGROUND: Included in your agenda packet is a copy of the Successor to the Redevelopment Agency Treasurer's Report for the period ending October 31, 2012.

FISCAL IMPACT: Routine—report of the Agency's cash and investments.

RECOMMENDATION: Staff recommends the City Council acting as successor to the Redevelopment Agency Board of Directors receive and file the Successor to the Redevelopment Agency Treasurer's Report for the month ending October 31, 2012.

Prepared by:

Michael Piotrowski

Reviewed and
Approved by:

[Signature]

Proofed by:

Gronne L Smith

Presented by:

AGENDA REPORT

SUBJECT: CONSIDER APPROVAL OF WARRANT REGISTER **DATE:** November 19, 2012
SECTION: ADMIN. REPORTS
ITEM NO.: 4
FILE I.D.: FIN530
DEPT.: SUCCESSOR RDA

REASON FOR CONSIDERATION: The City Council acting as successor to the Redevelopment Agency Board of Directors is requested to consider receiving and filing the Successor to the Redevelopment Agency Warrant Register for the month ending October 31, 2012, pursuant to state law.

BACKGROUND: Vice Chairperson Raft has examined the Successor to the Redevelopment Agency Warrant Register dated 10.01.12–10.31.12 in the amounts of \$2,168.54 for Project I; \$0.00 for Project II; \$61,108.19 for Project III; \$17,293.61 for Project IV; \$26,332.71 for Project V; \$0.00 for the Mission Boulevard Joint Redevelopment Project; and \$0.00 for the Redevelopment Obligation Retirement Funds and finds it to be in order.

FISCAL IMPACT: Routine—report of Agency's obligations.

RECOMMENDATION: Vice Chairperson Raft recommends the City Council as successor to the Redevelopment Agency Board of Directors approve the Successor to the Redevelopment Agency Warrant Register for the period ending October 31, 2012.

Prepared by:

Michael Piotrowski

Reviewed and
Approved by:

[Signature]

Proofed by:

Gonnie Smith

Presented by:

AGENDA REPORT

SUBJECT: CONSIDER RECEIVING AND FILING OF
TREASURER'S REPORT

DATE: November 19, 2012

SECTION: ADMIN. REPORTS

ITEM NO.: 5

FILE I.D.: FIN525

DEPT.: MHC

REASON FOR CONSIDERATION: The Montclair Housing Corporation Board of Directors is requested to receive and file the Montclair Housing Corporation Treasurer's Report for the month ending October 31, 2012, pursuant to state law.

BACKGROUND: Included in your agenda packet is a copy of the Treasurer's Report for the period ending October 31, 2012.

FISCAL IMPACT: Routine—report of the Montclair Housing Corporation's cash and investments.

RECOMMENDATION: Staff recommends the Montclair Housing Corporation Board of Directors receive and file the Treasurer's Report for the month ending October 31, 2012.

Prepared by:

Michael P. Pirohowski

Reviewed and
Approved by:

[Signature]

Proofed by:

Gronne Smith

Presented by:

AGENDA REPORT

SUBJECT:	CONSIDER APPROVAL OF WARRANT REGISTER	DATE:	November 19, 2012
		SECTION:	ADMIN. REPORTS
		ITEM NO.:	6
		FILE I.D.:	FIN545
		DEPT.:	MHC

REASON FOR CONSIDERATION: The Montclair Housing Corporation Board of Directors is requested to consider receiving and filing the Warrant Register for the month ending October 31, 2012, pursuant to state law.

BACKGROUND: Vice Chairperson Raft has examined the Warrant Register dated 10.01.12-10.31.12 in the amount of \$66,054.87 for the Montclair Housing Corporation and finds it to be in order.

FISCAL IMPACT: Routine—report of Montclair Housing Corporation's obligations.

RECOMMENDATION: Vice Chairperson Raft recommends the Montclair Housing Corporation Board of Directors approve the Warrant Register for the period ending October 31, 2012.

Prepared by:

Michael Prohoushe

Reviewed and
Approved by:

[Signature]

Proofed by:

Gronae L Smith

Presented by:

AGENDA REPORT

SUBJECT: CONSIDER SETTING A PUBLIC HEARING TO CONSIDER ADOPTION OF A FINDING OF CATEGORICAL EXEMPTION AND A DeMINIMIS FINDING OF NO EFFECT ON FISH AND WILDLIFE ASSOCIATED WITH THE MONTE VISTA AVENUE IMPROVEMENT PROJECT

DATE: November 19, 2012
SECTION: ADMIN. REPORTS
ITEM NO.: 7
FILE I.D.: STA650
DEPT.: PUBLIC WORKS

REASON FOR CONSIDERATION: The City proposes construction of minor street improvements, adding an additional northbound lane to Monte Vista Avenue between Mission Boulevard and Howard Street including the installation of curbs, gutters, and sidewalks. The project requires environmental clearance under the California Environmental Quality Act. Environmental reviews require public hearing review and approval by the City Council.

BACKGROUND: Last August, staff submitted an application to the California Transportation Commission (CTC) for funds to construct street improvements along the east side of Monte Vista Avenue from Mission Boulevard south to Howard Street. The CTC met in October and approved the City's application. The proposed improvements include the construction of curb, gutter, sidewalk, pavement, streetlights, and sewer laterals.

One of the requirements for this CTC application is that the applicant must be able to certify that environmental clearance has been obtained and all right-of-way necessary for the project has been secured prior to the end of the current fiscal year. The right-of-way acquisition process cannot start until the environmental clearance process has been completed.

Environmental Assessment

The project qualifies as a Class 1 exemption under Section 15301 of the California Environmental Quality Act (CEQA) Guidelines; specifically, Section 15301(c) exempts "minor alteration(s) of existing public or private structures... involving negligible or no expansion of use beyond that existing at the time of the lead agency's determination." Further, Section 15301(f) exempts projects that include the "(a)ddition of safety or health protection devices for use...in conjunction with existing structures...."

The project involves a negligible expansion of an existing roadway and would include the addition of curbs, gutters, sidewalks, and streetlights along the east side of Monte Vista Avenue where no such improvements currently exist, resulting in an enhancement of pedestrian and resident safety and providing a channelized flow for storm and nuisance water flows. As such, a DeMinimis finding of no impact on fish and wildlife would be prepared.

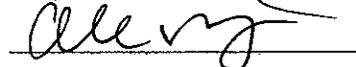
Prepared by:



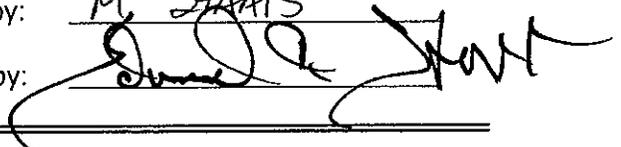
Reviewed and Approved by:



Proofed by:



Presented by:



FISCAL IMPACT: As further background information, the total project cost is estimated to be approximately \$500,000, of which the construction cost is estimated to be \$360,000. The CTC grant is for 50 percent of the estimated construction cost, or \$180,000. Environmental clearance, design, and right-of-way acquisition costs are not covered by the grant. Staff proposes using Local Transportation Development Impact fees that have been collected since 2006 for both the matching funds for construction and costs not covered by the grant.

The only fiscal impact associated with the finding of categorical exemption and a DeMinimis finding of no effect on fish and wildlife is a required \$50 fee to cover the County administrative cost for filing a Notice of Exemption as required by CEQA.

The cost for noticing the public hearing should not exceed \$500.

RECOMMENDATION: Staff recommends the City Council set a public hearing for Monday, December 3, 2012, at 7:00 p.m. in the City Council Chambers to consider adoption of a finding of categorical exemption and a DeMinimis finding of no effect on fish and wildlife associated with the Monte Vista Avenue Improvement Project.

AGENDA REPORT

SUBJECT: CONSIDER APPROVAL OF FISCAL
YEAR 2012-13 RECOMMENDATIONS
FOR THE SCHEDULE OF COMMUNITY
BENEFITS FUNDING

DATE: November 19, 2012
SECTION: ADMIN. REPORTS
ITEM NO.: 8
FILE I.D.: CAC080
DEPT.: COMMUNITY DEV.

REASON FOR CONSIDERATION: Annually, the Human Services Division presents the City Council with a list of Community Action Committee (CAC) organizations that are recommended to receive a portion of funds appropriated in the Community Benefits account. The City Council is requested to consider the organizations' requests listed on the Fiscal Year 2012-13 Community Benefits Assistance Program Agency Funding Requests at the end of this report and to approve the funding recommendations.

BACKGROUND: The City Council has established an annual policy of appropriating funds to social service agencies that provide special services to Montclair residents. At the direction of the City Council, the CAC conducts a public hearing to provide CAC members with the following opportunities:

- Become acquainted with the requesting organizations and their programs of service.
- Inquire about requesting agencies' operating budgets and revenue sources in order to evaluate their financial needs.
- Determine the appropriate use of funds that may have been previously allocated by the City to requesting agencies.

The CAC heard presentations on Wednesday, November 7, 2012, to consider requests for community benefits assistance from the following organizations:

1. *House of Ruth.* The House of Ruth provides shelter and support services for Montclair women and their children who are victims of physical abuse including: emergency shelter, children's programs, counseling for women and children, legal and social services advocacy, job counseling, housing advocacy, case management, information and referral, and community education. In 2011, the House of Ruth gave direct services to 35 Montclair families of battered women and their children, provided hotline crisis intervention for 50 Montclair residents, and presented Domestic Violence prevention education to 1,590 Montclair youth and adults.

Prepared by:

M. Richter

Proofed by:

Christine Smudely

Reviewed and
Approved by:

Presented by:

[Signature]
[Signature]

2. *Montclair Community Collaborative (MCC)*. The MCC was founded in 1996 to coordinate services for struggling children and families in crisis. The goal of MCC's Case Management Program is to help families access food, shelter, education, health care, and transportation. In 2011 the MCC Case Management Program provided 401 families/individuals with service.
3. *Montclair Meals on Wheels*. Services include the home delivery of lunches to Montclair residents who are unable to shop for themselves or prepare their own meals. This past year, volunteers delivered 3300 meals to Montclair residents. The Meals on Wheels Program is charged \$3.60 per meal, and the cost to the recipient is also \$3.60. The funds received would pay for the fixed costs needed to support the program volunteers who deliver the meals including insurance and mileage fees.
4. *Pomona Valley Workshop (PVW)*. Pomona Valley Workshop provides vocational and social opportunities for adults with developmental/physical disabilities, improving their quality of life. Funding would be used to replace damaged windows in their Thrift Store, and to purchase production equipment for their Work Activity Program that allows PVW to provide contract workers to local business vendors at a reduced cost. This helps employ our disabled workforce while also benefiting our local business economy.
5. *Project Sister*. Services are provided to survivors of sexual assault and include the following: 24-hour hotline, information and referral, advocacy and accompaniment, individual counseling and support groups, community education, teen programs, child-abuse prevention, and self-defense instruction. Project Sister served 865 Montclair residents during Fiscal Year 2011-12.
6. *Visiting Nurse Association and Hospice (VNA)*. The VNA provides home healthcare and hospice services in our community. The VNA provided free care to Montclair residents who are full-time caregivers of ill and dependent family members through the Take the Afternoon Off Program. This program currently serves 15 families in Montclair.

FISCAL IMPACT: For Fiscal Year 2012-13, the City Council authorized spending \$10,000 on community benefits. Funding levels for each eligible agency are based on the following factors:

- Level of service to the Montclair community
- Level of service need in the community
- Amount of each request
- Previous year's allocation
- Available funds

RECOMMENDATION: Staff recommends the City Council approve the following Fiscal Year 2012-13 schedule of recommendations for the Community Benefits Funding:

FISCAL YEAR 2012-13
 COMMUNITY BENEFITS ASSISTANCE PROGRAM
 AGENCY FUNDING REQUESTS

<i>Requesting Agencies</i>	<i>FY 2012-13 Funding Requests</i>	<i>FY 2012-13 Recommen- dations</i>
1. House of Ruth	\$ 1,500	\$ 1,500
2. Montclair Community Collaborative	1,000	1,000
3. Montclair Meals on Wheels	1,500	1,500
4. Pomona Valley Workshop	3,422	2,250
5. Project Sister	1,500	1,500
6. Visiting Nurse Association	<u>5,000</u>	<u>2,250</u>
TOTALS	<u>\$ 13,922</u>	<u>\$10,000</u>

AGENDA REPORT

SUBJECT: CONSIDER APPROVAL OF GRANT DEED
CONVEYING TITLE OF CITY-OWNED
PROPERTY ON CENTRAL AVENUE TO
MONTE VISTA WATER DISTRICT AND
AUTHORIZING MAYOR EATON AND
DEPUTY CITY CLERK SMITH TO SIGN
THE GRANT DEED ON BEHALF OF THE
CITY

DATE: November 19, 2012
SECTION: ADMIN. REPORTS
ITEM NO.: 9
FILE I.D.: LDU155
DEPT.: PUBLIC WORKS

REASON FOR CONSIDERATION: As part of Agreement No. 12-96, the City has agreed to convey title of City-owned property on Central Avenue, known as the "Old Fire Station," to Monte Vista Water District. Disposal of City property requires City Council approval.

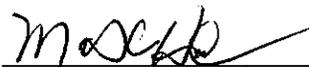
BACKGROUND: At its meeting on October 15, 2012, the City Council approved Agreement No. 12-96 with the Monte Vista Water District (District). The District is scheduled to consider approval of this Agreement on November 14, 2012. The Agreement addresses, among other things, property ownership issues at Sunset Park and the Monte Vista Water District property on Central Avenue.

In the late 1970s, the City entered into an Agreement with the District regarding the use of a portion of Sunset Park owned by the District and a property located south of District offices owned by the City. The property was the site of a former fire station. When the City attempted to convey title, it found that it didn't actually own the property; it was actually owned by San Bernardino County. That issue was subsequently resolved, but the property was not transferred to the District nor was the District-owned parcel at Sunset Park conveyed to the City.

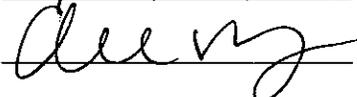
An attempt was made in 1999 to again transfer these properties by Agreement No. 99-28. The Agreement was signed by Mayor Eaton in May 1999 but apparently was never signed by the District. The Agreement would have conveyed title of the Sunset Park property to the City, reserving an easement to the District for a water well. Included in the Agreement was a clause stating that in the event of a well failure, the City would work with the District to find another suitable location for a well.

In January 2000, the District informed the City that it had stopped drilling the well because of lower-than-expected production rates. The District was also regrading the Sunset Park well site to restore it to its original condition.

Despite the time that has elapsed since the "land swap" was first discussed, it appears that all the issues holding up the swap have been addressed by Agreement No. 12-96. In accordance with that Agreement, the City Council is being asked to approve the grant deed conveying title to the Old Fire Station property. Recordation of the document will be held until the District has executed a similar grant deed for the Sunset Park property.

Prepared by: 

Reviewed and Approved by: 

Proofed by: 

Presented by: 

FISCAL IMPACT: Under the terms of Agreement No. 12-96, the City Council has agreed to convey title of the property on Central Avenue known as the "Old Fire Station" to Monte Vista Water District. In exchange, the District will convey title of a portion of District-owned property at Sunset Park to the City. Recordation fees for public agencies are normally waived by the San Bernardino County Recorder, so no fees are anticipated.

RECOMMENDATION: Staff recommends the City Council approve a grant deed conveying title of City-owned property on Central Avenue to Monte Vista Water District and authorize Mayor Eaton and Deputy City Clerk Smith to sign the grant deed on behalf of the City.

Recording requested by and when recorded, mail this deed and tax statements to:

**CITY OF MONTCLAIR
P.O. BOX 2308
5111 BENITO STREET
MONTCLAIR, CALIFORNIA 91763**

GRANT DEED

APN: 1011-052-11-0-000

DOCUMENTARY TRANSFER TAX \$ _____
EXEMPTION (R&T CODE) _____
EXPLANATION _____
_____ Signature of Declarant or Agent determining tax

For a valuable consideration, receipt of which is hereby acknowledged,

City of Montclair

hereby grant(s) to:

Monte Vista County Water District, Inc., a state political subdivision

the following real property in the City of Montclair, County of San Bernardino, California:

See attached Exhibit A

Date: _____
Mayor

Date: _____
Deputy City Clerk

State of California
County of San Bernardino

On _____, 2012, before me, _____, a notary public, personally appeared Paul M. Eaton and Yvonne Smith, who proved to me on the basis of satisfactory evidence to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same in their authorized capacities, and that by their signatures on the instrument the persons, 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 of Notary

EXHIBIT A

PARCEL 1:

THE SOUTH 30 FEET OF THE WEST 100 FEET OF THAT CERTAIN PORTION OF LOT 2, BLOCK 26, MONTE VISTA TRACT, IN THE CITY OF MONTCLAIR, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, AS PER PLAT RECORDED IN BOOK 11 OF MAPS, PAGE 34, RECORDS OF SAID COUNTY, AS SAID PORTION WAS CONVEYED TO MONTE VISTA COUNTY WATER DISTRICT OF SAN BERNARDINO COUNTY BY ELIZABETH ALICE RICHARDSON, BY DEED RECORDED NOVEMBER 21, 1931 IN BOOK 767, PAGE 304, OFFICIAL RECORDS OF SAID COUNTY.

PARCEL 2:

THE NORTH 25 FEET OF THE EAST 100 FEET OF THE WEST 135 FEET (MEASURED FROM THE CENTER LINE OF CENTRAL AVENUE) OF THAT CERTAIN PORTION OF LOT 2, BLOCK 26, MONTE VISTA TRACT, IN THE CITY OF MONTCLAIR, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, AS PER PLAT RECORDED IN BOOK 11 OF MAPS, PAGE 34, RECORDS OF SAID COUNTY, AS SAID PORTION WAS CONVEYED TO WEST ONTARIO CITRUS ASSOCIATION BY SOUTHERN PACIFIC LAND COMPANY, BY DEED RECORDED AUGUST 20, 1936 IN BOOK 1155, PAGE 305, OFFICIAL RECORDS OF SAID COUNTY.

AGENDA REPORT

SUBJECT: CONSIDER AUTHORIZING CITY ENGINEER MICHAEL C. HUDSON TO SIGN LOT LINE ADJUSTMENT NO. 12-1 APPLICATION ON BEHALF OF THE CITY	DATE: November 19, 2012
	SECTION: ADMIN. REPORTS
	ITEM NO.: 10
	FILE I.D.: LDU155
	DEPT.: PUBLIC WORKS

REASON FOR CONSIDERATION: Lot line adjustments are permitted under the state Subdivision Map Act and the Montclair Municipal Code. Adjustments are commonly requested when two or more property owners desire to modify their common boundaries. The application for a lot line adjustment must be signed by all the affected property owners. The City is a party to Lot Line Adjustment No. 12-1, so the City Council is requested to consider designating the City Engineer as the authorized person to sign the application.

BACKGROUND: At its meeting on October 15, 2012, the City Council approved Agreement No. 12-96 with the Monte Vista Water District (District). The District is schedule to consider approval of this Agreement on November 14, 2012. The Agreement addresses property ownership issues at Sunset Park and the Monte Vista Water District property on Central Avenue. It also includes adjusting a common boundary between the City-owned Moreno Vista Park and the District's reservoir property to the south.

Under the terms of Agreement No. 12-96, the District has the lead in preparing the application for the lot line adjustment. When District staff presents the Agreement to the District Board of Directors at the Board meeting on November 14, 2012, it will also request the authority to sign and submit the lot line application to the City. With the City Council's approval, the City Engineer will also sign the application on behalf of the City.

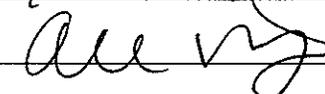
Once submitted, the lot line application would be processed as any other lot line adjustment request. Once the site plan, existing and new legal descriptions, and plats have been reviewed and approved by the City Engineer, Lot Line Adjustment No. 12-1 will be brought to the City Council with a recommendation for approval.

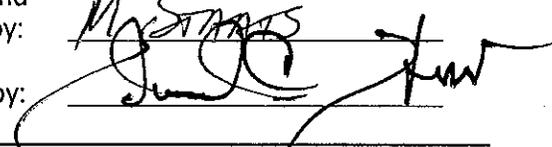
FISCAL IMPACT: Under the terms of Agreement No. 12-96, the City Council has agreed to waive the standard lot line adjustment fee of \$950. This fee normally covers the consultant's cost of plan checking the lot line adjustment. Plan checking will be performed internally.

RECOMMENDATION: Staff recommends the City Council authorize City Engineer Michael C. Hudson to sign the Lot Line Adjustment No. 12-1 application on behalf of the City.

Prepared by: 

Reviewed and
Approved by: 

Proofed by: 

Presented by: 

AGENDA REPORT

SUBJECT: CONSIDER STATUS REPORT ON EMERGENCY CONTRACTING PROCEDURES RELATED TO CERTAIN REPAIRS AT KINGSLEY PARK	DATE: November 19, 2012
CONSIDER TERMINATION OF THE EMERGENCY ACTION AUTHORIZED UNDER RESOLUTION NO. 12-2967	SECTION: ADMIN. REPORTS
CONSIDER APPROVAL OF THE FILING OF A NOTICE OF COMPLETION FOR THE EMERGENCY REPAIRS	ITEM NO.: 11
	FILE I.D.: PRK300
	DEPT.: PUBLIC WORKS

REASON FOR CONSIDERATION: By City Council action on October 1, 2012, Resolution No. 12-2967 was adopted declaring a need for emergency contracting procedures for certain repairs at Kingsley Park. Under Public Contract Code Section 22050, the governing body shall review the emergency action at its next regularly scheduled meeting and every regularly scheduled meeting thereafter until the action is either terminated or a decision is made, by a four-fifths majority vote, that there is a need to continue the action.

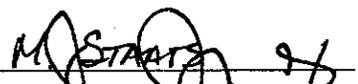
BACKGROUND: On October 1, 2012, a contract was awarded to Rymax Electric by the City Manager in accordance with authority delegated to him by Resolution No. 12-2967 for repair work at Kingsley Park. Construction of electrical repairs at Kingsley Park is currently underway and is expected to be complete by October 31, 2012, pending availability of parts.

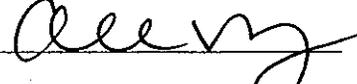
FISCAL IMPACT: Concurrent with adoption of Resolution No. 12-2967, the City Council appropriated \$15,000 for the repair work. A total cost of \$6,875 was incurred in repairing damages at Kingsley Park.

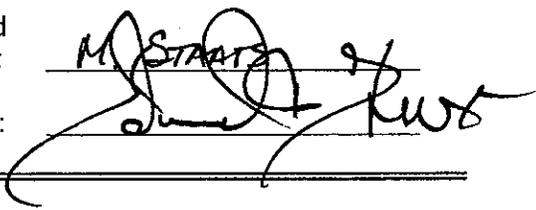
RECOMMENDATION: Staff recommends the City Council take the following actions:

1. Receive and file the status report on emergency contracting procedures related to certain repairs at Kingsley Park.
2. Terminate the emergency action authorized under Resolution No. 12-2967.
3. Authorize staff to file a Notice of Completion with the Office of the San Bernardino County Recorder for the emergency repairs.

Prepared by: 

Reviewed and
Approved by: 

Proofed by: 

Presented by: 

RECORDING REQUESTED BY:

City of Montclair

AND WHEN RECORDED MAIL DOCUMENT AND
TAX STATEMENT TO:

NAME: **City of Montclair**

STREET ADDRESS: **5111 Benito Street**

CITY, STATE & ZIP
CODE: **Montclair, CA 91763**

Government Code 6103

(Space above this line for Recorder's Use Only)

NOTICE OF COMPLETION

NOTICE is hereby given that: The undersigned is the owner of an interest of estate in the hereinafter described property, the nature of which said interest or estate is:

fee

The full name and address of the undersigned is
Michael McGehee
Facilities and Grounds Superintendent
5111 Benito Street
Montclair, CA 91763

The work was completed on that certain work known as:

Senior Center Security Fencing Project

for the undersigned City of Montclair,
a Municipal Corporation, on the 5th day of November, 2012

The City accepted the job on the 5th day of November, 2012

The Contractor on said job was
Rymax Electric, Inc.
1315 E. 9th Street
Upland, Ca. 91786

The improvement consisted of:

Repairs to electrical wiring

The property upon which said work of improvement was completed is described as:

Kingsley Park 5575 Kingsley Street, Montclair CA 91763

VERIFICATION

I, the undersigned, say that I am agent for the owner of the aforesaid interest or estate in the property described in the above notice. I have read the foregoing notice and know and understand the contents thereof, and the facts stated herein are true and correct.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on: _____ at 5111 Benito Street, Montclair, California

Michael McGehee, Facilities and Grounds
Superintendent

AGENDA REPORT

SUBJECT: CONSIDER DECLARING CITY VEHICLES AS SURPLUS AND AUTHORIZING THEIR SALE AT AUCTION

DATE: November 19, 2012

SECTION: ADMIN. REPORTS

ITEM NO.: 12

FILE I.D.: VEH120

DEPT.: PUBLIC WORKS

REASON FOR CONSIDERATION: The City Council is requested to consider declaring City vehicles that are no longer in service as surplus so they may be sold at auction.

BACKGROUND: The following vehicles have reached the end of their service lives, are no longer in use, and are proposed to be declared as surplus for sale by auction. The vehicle identification numbers, mileage, and estimated sales prices are listed below:

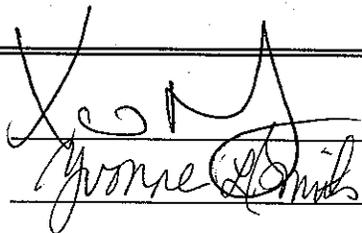
<i>Year and Model</i>	<i>Vehicle Identification Number</i>	<i>Mileage</i>	<i>Estimated Sales Price</i>
1994 Chevrolet Caprice	1G1BN52P9RR156461	118,200	\$1,000
1995 Chevrolet Caprice	1G1BL52P1SR159690	107,161	\$1,000
1996 Dodge Intrepid	2B3HD56F5TH101813	106,983	\$1,000
2006 Ford Crown Victoria	2FAHP71W96X160007	117,490	\$ 500

The vehicles have high mileage or have undergone excessive repair, and they would not pass the smog inspection required for registration without extensive costly repairs.

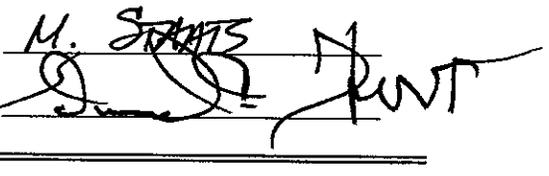
FISCAL IMPACT: The City anticipates receipt of \$3,500 from the sale of the vehicles by the auction company. Proceeds from the sale would be returned to the Equipment Replacement Fund.

RECOMMENDATION: Staff recommends the City Council declare City vehicles as surplus and authorize their sale at auction.

Prepared by:



Reviewed and
Approved by:



Proofed by:

Presented by:

AGENDA REPORT

SUBJECT: CONSIDER RECEIVING AND FILING
ALCOHOLIC BEVERAGE PERMIT
APPLICATION - ARROW HWY LIQUOR

DATE: November 19, 2012

SECTION: ADMIN. REPORTS

ITEM NO.: 13

FILE I.D.: FLP025

DEPT.: ADMINISTRATIVE SVCS.

REASON FOR CONSIDERATION: Applications for Alcoholic Beverage Licenses are routinely presented to the City Council for review.

BACKGROUND: Samer Salim Hindi is the new owner of Arrow Hwy Liquor at 5436 Arrow Highway, Suite E, Montclair, California. Mr. Hindi has requested approval from the California Department of Alcoholic Beverage Control (ABC) to have the existing Type 21 - "Off-Sale General" license transferred into his name, thereby allowing the store's continued sale and service of beer, wine, and distilled spirits.

ABC representatives have advised staff that there are no reported violations or issues with the current use, and staff has no objections to the transfer request.

FISCAL IMPACT: No fiscal impact

RECOMMENDATION: Staff recommends the City Council receive and file this item.

Prepared by:

Yvonne Smith
Andre Pilleja

Reviewed and
Approved by:

Presented by:

[Signature]
[Signature]

AGENDA REPORT

SUBJECT: CONSIDER APPROVAL OF AGREEMENT
NO. 12-98 WITH THE CITY OF ONTARIO
POLICE DEPARTMENT FOR PARTICIPATION
IN THE "AVOID THE 25" DUI ENFORCEMENT
PROGRAM

DATE: November 19, 2012

SECTION: AGREEMENTS

ITEM NO.: 1

FILE I.D.: PDT265

DEPT.: POLICE

REASON FOR CONSIDERATION: The City Council is requested to consider approval of Agreement No. 12-98 with the City of Ontario Police Department, administrator of a California Office of Traffic Safety grant, for participation in the "Avoid the 25" enforcement program. Proposed Agreement No. 12-98 has been reviewed and approved by the City Attorney and is attached for the City Council's review and consideration.

BACKGROUND: The Ontario Police Department has secured a grant from the California Office of Traffic Safety to conduct the "Avoid the 25" regional Driving Under the Influence (DUI) enforcement effort between October 1, 2012, and September 30, 2013. As administrator of the grant, Ontario Police Department would reimburse participating police agencies for authorized DUI operations on an overtime basis (150 percent of their hourly rate). The Montclair Police Department would be required to participate in the program as staffing levels allow and to encourage Officers to emphasize DUI enforcement during all phases of the grant term. As a participating agency, the Montclair Police Department would conduct DUI checkpoints and saturation patrols and would disseminate educational literature to the public.

Proposed Agreement No. 12-98 would be effective upon execution by both parties and would remain in effect until September 30, 2013, unless terminated by either party.

FISCAL IMPACT: Approval of proposed Agreement No. 12-98 would require the City of Montclair to compensate participating Officers and submit a request for reimbursement to the City of Ontario. Employee benefits paid to participating Officers would not be reimbursed under the terms of the Agreement.

RECOMMENDATION: Staff recommends the City Council approve Agreement No. 12-98 with the City of Ontario for participation in the "Avoid the 25" DUI enforcement program.

Prepared by:

Jim deMaet

Reviewed and
Approved by:

K. Jones

Proofed by:

Sharon Regnier

Presented by:

David E. Spurr

**ONTARIO POLICE DEPARTMENT
AVOID THE 25 ENFORCEMENT PROGRAM
MEMORANDUM OF UNDERSTANDING**

This ONTARIO POLICE DEPARTMENT AVOID THE 25 PROGRAM IN SAN BERNARDINO COUNTY MEMORANDUM OF UNDERSTANDING ("Agreement") is made and entered into this ____ day of _____, 2012, by and between, the City of Ontario, through its Police Department ("City") and the City of Montclair, through its Police Department ("Participating Agency").

RECITALS

A. Ontario Police Department has secured a grant ("Grant") from the California Office of Traffic Safety ("OTS") to conduct a Regional Driving Under the Influence (DUI) enforcement effort, Avoid the 25, between October 1, 2012 and September 30, 2013 ("Program").

B. The Grant allows Ontario to reimburse designated police agencies that participate in the Avoid the 25 Program for authorized DUI operations on an overtime basis (150% of their hourly rate). Participating Agencies retained for the purpose of performing professional services for the Avoid the 25 Program may include the following: City of Adelanto, City of Apple Valley, City of Barstow, City of Big Bear Lake, City of Chino, City of Chino Hills, City of Colton, City of Fontana, City of Grand Terrace, City of Hesperia, City of Highland, City of Loma Linda, City of Montclair, City of Needles, City of Rancho Cucamonga, City of Redlands, City of Rialto, City of San Bernardino, City of Twentynine Palms, City of Upland, City of Victorville, City of Yucaipa, City of Yucca Valley, and the California University of San Bernardino Police.

C. The parties wish to enter into this Agreement to take advantage of the Grant, subject to the rights and limits of the Grant, as administered through the City of Ontario.

NOW, THEREFORE, City and Participating Agency, for the consideration hereinafter described, mutually agree as follows:

1. SCOPE OF SERVICES. During the term of October 1, 2012 through September 30, 2013, Participating Agency shall provide DUI enforcement staff on an overtime basis as staffing levels allow for the Avoid the 25 Program in San Bernardino County. Participating Agency commits to participate in the program as staffing levels allow and to encourage officers to emphasize DUI enforcement during all phases of the grant term. The City of Ontario agrees to adhere to the OTS grant programmatic, financial and statistical reporting and understands that adhering to the requirements is necessary to be reimbursed for DUI enforcement activities conducted during the time periods of October 1, 2012 through September 30, 2013. The parties understand that Participating Agency's employees will provide the services herein on an overtime basis. The services provided by Participating Agency under this Agreement shall comply with

and be subject to all terms and limitations in the Grant and OTS. Participating Agency acknowledges and agrees that it has read the Grant and will abide by its terms in providing the services hereunder.

2. PERIOD OF PERFORMANCE. This Agreement is to commence on October 1, 2012, and shall conclude on September 30, 2013, unless terminated by either party with or without cause by giving at least thirty (30) days written notice to the respective party and specifying the effective date thereof.

3. STATISTICAL REPORTING. Participating Agency shall collect and report to City, the number of enforcement activities paid with funds from this Agreement. For DUI checkpoint activities, the following information must be collected and reported: number of vehicles passing through checkpoint, number of drivers screened at checkpoints, number of field sobriety tests administered (FST), number of DUI arrests, number of drug arrests, number of criminal (in custody) arrests, number of felony arrests, number of misdemeanor arrests, number of felony warrant arrests, number of confiscated weapons, number of drivers with suspended/revoked licenses, number of unlicensed drivers, number of vehicles impounded, number of recovered stolen vehicles and all other arrests. For DUI roving patrol operations, the following information must be collected and reported: number of vehicle stops, number of FSTs administered, number of DUI arrests, number of drug arrests, number of criminal (in custody) arrests, number of felony arrests, number of misdemeanor arrests, number of felony warrant arrests, number of confiscated weapons, narcotic arrests, confiscated weapons, number of drivers with suspended/revoked licenses, number of unlicensed drivers, number of vehicles impounded, number of stolen vehicles and all other arrests.

4. ALLOWABLE COSTS AND PAYMENTS.

A. Allowable Costs. Participating Agency shall bill for services rendered during DUI enforcement operations at its Police Department's actual overtime rate for on an overtime basis (150% of their hourly rate).

B. Invoice Requirements. Invoices shall include dates and hours worked, officer's name, officer's overtime salary rate with allowable benefits, number of hours worked, and total dollars requested for overtime reimbursement. In addition, copies of overtime slips and/or ledger report(s) supporting actual hours and costs are required. The only benefit costs that OTS will reimburse are OASDI (Social Security), State Worker's Compensation and Medicare. City and/or Participating Agency's overhead costs will not be reimbursed. Invoices shall also include the statistics required by OTS as outlined in Item 3, Statistical Reporting. Invoices will not be paid if the statistics required by OTS are not submitted.

C. Rate of Payment. Participating Agency will receive reimbursement for officer overtime through the Avoid the 25 Program as set forth in this Avoid the 25

Memorandum of Understanding. The amount reimbursed will not exceed the total sum allocated in the approved grant budget, Category C-Contractual Services, in the amount of \$203,520 or as modified and approved by OTS for all Participating Agencies. The amount the Participating Agency will receive will be based on actual staff hours worked for the Avoid the 25 grant program and as invoiced in accordance with Paragraph B, Invoice Requirements as stated above. Funding is solely for reimbursement of officer overtime incurred during Avoid the 25 enforcement activities conducted during the Avoid the 25 enforcement period.

D. Time Limit for Submitting Invoices. Participating Agency shall submit an invoice for services to the City of Ontario. The City shall not be obligated to pay Participating Agency for the services covered by any invoice if Participating Agency presents the invoice to the City more than fifteen (15) days, or a date as mutually agreed upon, after the date the Participating Agency render the service, or more than fifteen (15) days, or a date as mutually agreed upon, after this MOU terminates, whichever is earlier.

5. RECORDS

A. Access. Participating Agency agrees to provide to City, to any Federal or State Department having monitoring or reviewing authority, to authorized representatives and/or their appropriate audit agencies upon reasonable notice, access to and the right to examine and audit all records and documents necessary to determine compliance with relevant Federal, State and Local statutes, rules and regulations and the Memorandum of Understanding, and to evaluate the quality, appropriateness and timeliness of services performed, for a period of at least three (3) years from the termination date of this Memorandum of Understanding, or until audit findings are resolved, whichever is greater.

B. Retention. City shall maintain and preserve in its possession all records relating to this Memorandum of Understanding for a period of at least three (3) years from the termination date of this Memorandum of Understanding, or until audit findings are resolved, whichever is greater.

6. INDEMNIFICATION. Except as to the negligence or willful misconduct of the City, Participating Agency agrees to indemnify, protect and hold harmless the City from and against any claim for damage, charge, lawsuit, action, judicial, administrative, regulatory or arbitration proceeding, damage, cost, expense (including counsel and expert fees), judgment, civil fine and penalties, liabilities or losses of any kind or nature whatsoever whether actual, threatened or alleged, which arise out of, pertain to, or relate to, or are a consequence of, or are attributable to, or are in any manner connected with the performance of the Services, work, activities, operations or duties of the Participating Agency, or anyone employed by or working under the Participating Agency. This indemnification provision shall apply to any acts, omissions, negligence,

recklessness, or willful misconduct, whether active or passive, on the part of the Participating Agency or anyone employed or working under the Participating Agency.

7. GOVERNING LAW. This Agreement shall be interpreted and construed according to the laws of the State of California.

8. ENTIRE AGREEMENT. This Agreement contains the entire understanding between City and the Participating Agency. Any prior agreements, promises, negotiations or representations not expressly set forth herein are of no force or effect. Subsequent modifications to this Agreement shall be effective only if in writing and signed by both parties.

9. NOTICES. Formal notices, communications and demands for payment shall be made in writing and mailed, faxed, or emailed to City at the following numbers:

Harald Laub, Police Officer
Grant Coordinator
2500 S. Archibald Avenue
Ontario, CA 91761
(909) 395-2001 x4612
(909) 395-2718 (fax)
Hlaub@ontariopolice.org

AND

Donna Bailey, Management Analyst
Fiscal Coordinator
2500 S. Archibald Avenue
Ontario, CA 91761
(909) 395-2979
(909) 395-2797 (fax)
Dbaily@ontariopolice.org

If you agree with the terms of this Memorandum of Understanding, please indicate by signing and dating where indicated below.

(Signatures on following page.)

**CITY
CITY OF ONTARIO**

**PARTICIPATING AGENCY
CITY OF MONTCLAIR**

Chris Hughes
City Manager

Paul M. Eaton
Mayor

ATTEST:

ATTEST:

City Clerk

Yvonne L. Smith
Deputy City Clerk

AGENDA REPORT

SUBJECT: CONSIDER APPROVAL OF AGREEMENT NO. 12-99 WITH L.D. KING, INC., FOR \$40,000 FOR ENGINEERING AND DESIGN SERVICES RELATED TO THE MONTE VISTA AVENUE STREET WIDENING PROJECT	DATE: November 19, 2012
	SECTION: AGREEMENTS
	ITEM NO.: 2
CONSIDER AUTHORIZING CITY MANAGER TO AMEND AGREEMENT SCOPE OF SERVICES AS MAY BE NECESSARY FOR A TOTAL INCREASE NOT TO EXCEED \$5,000	FILE I.D.: PUB200
	DEPT.: PUBLIC WORKS

REASON FOR CONSIDERATION: The City Council is requested to consider approval of Agreement No. 12-99 with L.D. King, Inc., for engineering and design services for the Monte Vista Avenue Street Widening Project. A copy of proposed Agreement No. 12-99 is attached for the City Council's review and consideration.

BACKGROUND: In 2006, the City Council annexed a portion of San Bernardino County within its Sphere of Influence under Annexation No. 26. Included in this annexation was Monte Vista Avenue between Mission Boulevard and Howard Street. The east side of the street is in extremely poor condition with pavement well beyond its useful life; no curbs, gutters, or sidewalks; and considerable ponding even from nuisance flow. Staff proposes to increase the northbound travel lane from one lane to two lanes of travel and construct new curb, gutter and sidewalk as well as street lighting.

With L.D. King, Inc., having been the consultant to prepare construction drawings for two recently completed projects in the same general area (Mission Boulevard and Carlton Street), L.D. King, Inc., has already completed some of the base work for this project. In past projects, L.D. King, Inc. has demonstrated a great understanding of the City and project needs.

FISCAL IMPACT: Engineering and design fees for the design of the Monte Vista Avenue Street Widening Project were negotiated as a time and materials contract not to exceed a total of \$40,000. Funding for the project comes from the Local Transportation Development Impact Fees fund.

RECOMMENDATION: Staff recommends the City Council take the following actions:

1. Approve Agreement No. 12-99 with L.D. King, Inc., for \$40,000 for engineering and design services for the Monte Vista Avenue Street Widening Project.
2. Authorize the City Manager to amend the Agreement Scope of Services as may be necessary for a total increase not to exceed \$5,000.

Prepared by: _____

[Handwritten Signature]

[Handwritten Signature]

Reviewed and
Approved by: _____

M. STAATS

Proofed by: _____

Presented by: _____

[Handwritten Signature]

CITY OF MONTCLAIR

AGREEMENT FOR CONSULTANT SERVICES

DESIGN SERVICES FOR THE MONTE VISTA AVENUE WIDENING PROJECT

THIS AGREEMENT is made and effective as of November 18, 2012, between the City of Montclair, a municipal corporation ("City") and L.D. King, Inc., a corporation ("Consultant"). In consideration of the mutual covenants and conditions set forth herein, the parties agree as follows:

1. TERM

This Agreement shall commence on the 20th day of November, 2012, and shall remain and continue in effect for a period of 6 months until tasks described herein are completed, but in no event later than May 19, 2013, unless sooner terminated pursuant to the provisions of this Agreement.

2. SERVICES

Consultant shall perform the tasks described and set forth in Exhibit A, attached hereto and incorporated herein as though set forth in full. Consultant shall complete the tasks according to the schedule of performance which is also set forth in Exhibit A.

3. PERFORMANCE

Consultant shall at all times faithfully, competently, and to the best of his/her ability, experience and talent, perform all tasks described herein. Consultant shall employ, at a minimum, generally accepted standards and practices utilized by persons engaged in providing similar services as are required of Consultant hereunder in meeting its obligations under this Agreement.

4. CITY MANAGEMENT

City's City Engineer shall represent City in all matters pertaining to the administration of this Agreement, and review and approval of all products submitted by Consultant, but not including the authority to enlarge the Tasks to be Performed or change the compensation due to Consultant. City's City Manager shall be authorized to act on City's behalf and to execute all necessary documents which enlarge the Tasks to be Performed or change Consultant's compensation, subject to Section 5 hereof.

5. PAYMENT

(a) The City agrees to pay Consultant monthly, in accordance with the payment rates and terms and the schedule of payment as set forth in Exhibit B, attached hereto and incorporated herein by this reference as though set forth in full, based upon actual time spent on the above tasks. This amount shall not exceed

\$40,000 for the total term of the Agreement unless additional payment is approved as provided in this Agreement.

(b) Consultant shall not be compensated for any services rendered in connection with its performance of this Agreement which are in addition to those set forth herein, unless such additional services are authorized in advance and in writing by the City Manager. Consultant shall be compensated for any additional services in the amounts and in the manner as agreed to by City Manager and Consultant at the time City's written authorization is given to Consultant for the performance of said services. The City Manager may approve additional work not to exceed ten percent (10%) of the amount of the Agreement, but in no event shall total compensation exceed Fifteen Thousand Dollars (\$15,000). Any additional work in excess of this amount shall be approved by the City Council.

(c) Consultant will submit invoices monthly for actual services performed. Said invoices shall detail all costs, rates and hours for individual tasks. Invoices shall be submitted on or about the first business day of each month, or as soon thereafter as practical, for services provided in the previous month. Payment shall be made within thirty (30) days of receipt of each invoice as to all nondisputed fees. If the City disputes any of the Consultant's fees, it shall give written notice to Consultant within thirty (30) days of receipt of an invoice of any disputed fees set forth on the invoice.

(d) Consultant agrees that, in no event shall City be required to pay to Consultant any sum in excess of ninety-five percent (95%) of the maximum payable hereunder prior to receipt by City of all final documents, together with all supplemental technical documents, as described herein acceptable in form and content to City. Final payments shall be made no later than sixty (60) days after presentation of final documents and acceptance thereof by City.

6. SUSPENSION OR TERMINATION OF AGREEMENT WITHOUT CAUSE

(a) The City may at any time, for any reason, with or without cause, suspend or terminate this Agreement, or any portion hereof, by serving upon the Consultant at least ten (10) days prior written notice. Upon receipt of said notice, the Consultant shall immediately cease all work under this Agreement, unless the notice provides otherwise. If the City suspends or terminates a portion of this Agreement, such suspension or termination shall not make void or invalidate the remainder of this Agreement.

(b) In the event this Agreement is terminated pursuant to this Section, the City shall pay to Consultant on a pro-rata basis the actual value of the work performed up to the time of termination, provided that the work performed is of value to the City. Upon termination of the Agreement pursuant to this Section, the Consultant will submit an invoice to the City pursuant to Section 5(c).

7. DEFAULT OF CONSULTANT

(a) The Consultant's failure to comply with the provisions of this Agreement shall constitute a default. In the event that Consultant is in default for cause under the terms of this Agreement, City shall have no obligation or duty to continue compensating

Consultant for any work performed after the date of default and can terminate this Agreement immediately by written notice to the Consultant. If such failure by the Consultant to make progress in the performance of work hereunder arises out of causes beyond the Consultant's control, and without fault or negligence of the Consultant, it shall not be considered a default.

(b) If the City Manager or his/her delegate determines that the Consultant is in default in the performance of any of the terms or conditions of this Agreement, he/she shall cause to be served upon the Consultant a written notice of the default. The Consultant shall have ten (10) days after service upon it of said notice in which to cure the default by rendering a satisfactory performance. In the event that the Consultant fails to cure its default within such period of time, the City shall have the right, notwithstanding any other provision of this Agreement, to terminate this Agreement without further notice and without prejudice to any other remedy to which it may be entitled at law, in equity or under this Agreement.

8. OWNERSHIP OF DOCUMENTS

(a) Consultant shall maintain complete and accurate records with respect to billed time, sales, costs, expenses, receipts, and other such information required by City that relate to the performance of services under this Agreement. Consultant shall maintain adequate records of services provided in sufficient detail to permit an evaluation of services. All such records shall be maintained in accordance with generally accepted accounting principles and shall be clearly identified and readily accessible. Consultant shall provide free access to the representatives of City or its designees at reasonable times to such books and records; shall give City the right to examine and audit said books and records; shall permit City to make transcripts therefrom as necessary; and shall allow inspection of all work, data, documents, proceedings, and activities related to this Agreement. Such records, together with supporting documents, shall be maintained for a period of three (3) years after receipt of final payment.

(b) Upon completion of, or in the event of termination or suspension of this Agreement, all original documents, claims, applications, computer files, notes, and other documents prepared in the course of providing the services to be performed pursuant to this Agreement shall become the sole property of the City and may be used, reused, or otherwise disposed of by the City without the permission of the Consultant. With respect to computer files, Consultant shall make available to the City, at the Consultant's office and upon reasonable written request by the City, the necessary computer software and hardware for purposes of accessing, compiling, transferring, and printing computer files.

9. INDEMNIFICATION

(a) Indemnification for Professional Liability. When the law establishes a professional standard of care for Consultant's services, to the fullest extent permitted by law, Consultant shall indemnify, protect, defend, and hold harmless City and any and all of its officials, employees, and agents ("Indemnified Parties") from and against any and all losses, liabilities, damages, costs, and expenses, including attorney's fees and costs, to the extent same are caused in whole or in part by any negligent or wrongful act, error, or omission of Consultant, its officers, agents, employees, or subconsultants (or any

entity or individual that consultant shall bear the legal liability thereof) in the performance of professional services under this Agreement.

(b) Indemnification for Other Than Professional Liability. Other than in the performance of professional services and to the full extent permitted by law, Consultant shall indemnify, defend, and hold harmless City, and any and all of its employees, officials, and agents from and against any liability (including liability for claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses, or costs of any kind, whether actual, alleged or threatened, including attorney's fees and costs, court costs, interest, defense costs, and expert witness fees), where the same arise out of, are a consequence of, or are in any way attributable to, in whole or in part, the performance of this Agreement by Consultant or by any individual or entity for which Consultant is legally liable including, but not limited to officers, agents, employees or subconsultants of Consultant. Said indemnification shall include any claim that Consultant, or Consultant's employees or agents, are considered to be employees of the City or are entitled to any employee benefits from City, including but not limited to those available under Public Employees Retirement Law.

(c) General Indemnification Provisions. Consultant agrees to obtain executed indemnity agreements with provisions identical to those set forth here in this section from each and every subconsultant or other person or entity involved by, for, with, or on behalf of Consultant in the performance of this Agreement. In the event Consultant fails to obtain such indemnity obligations from others as required here, Consultant agrees to be fully responsible according to the terms of this section. Failure of City to monitor compliance with these requirements imposes no additional obligations on City and will in no way act as a waiver of any rights hereunder. This obligation to indemnify and defend City as set forth here is binding on the successors, assigns or heirs of Consultant and shall survive the termination of this Agreement or this section.

10. INSURANCE

(a) Consultant shall neither commence work under this Agreement until it has obtained all insurance required hereunder in a company or companies acceptable to City nor shall Consultant allow any subcontractor to commence work on a subcontract until all insurance required of the subcontractor has been obtained. Consultant shall, at all times during the term of this Agreement, maintain and keep in full force and effect, the following policies of insurance with minimum limits as indicated below and issued by insurers with A.M. Best ratings of no less than A-: VI:

Commercial general liability at least as broad as ISO CG 0001 (per occurrence)	\$1,000,000
(general aggregate)	\$2,000,000
Commercial auto liability at least as broad as ISO CA 0001 (per accident)	\$1,000,000
Professional Liability (per claim and aggregate)	\$1,000,000
Workers' Compensation	Statutory

(b) All insurance required by this section shall apply on a primary basis. Consultant agrees that it will not cancel or reduce said insurance coverage. Consultant agrees that if it does not keep the aforesaid insurance in full force and effect City may either immediately terminate this Agreement or, if insurance is available at a reasonable

cost, City may take out the necessary insurance and pay, at Consultant's expense, the premium thereon.

(c) Auto liability insurance shall cover owned, nonowned and hired autos. If Consultant owns no vehicles, auto liability coverage may be provided by means of a nonowned and hired auto endorsement to the general liability policy.

(d) At all times during the term of this Agreement, Consultant shall maintain on file with City a certificate of insurance, in a form acceptable to City showing that the aforesaid policies are in effect in the required amounts. The general liability policy shall contain or be endorsed to contain a provision including the Indemnitees as additional insureds. Consultant shall promptly file with City such certificate or certificates and endorsements if applicable. Coverage for the additional insureds shall apply to the fullest extent permitted by law.

(e) No policy required by this section shall prohibit Consultant from waiving any right of recovery prior to loss. Consultant hereby waives such right with regard to the Indemnitees.

(f) All insurance coverage and limits provided by Consultant and available or applicable to this agreement are intended to apply to the full extent of the policies. Nothing contained in this Agreement limits the application of such insurance coverage.

(g) In accordance with the provisions of California Labor Code, Section 3700, every employer shall secure the payment of compensation to his employees. Consultant shall, prior to commencing work, sign and file with City a certification as follows:

I am aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for Workers' Compensation or to undertake self insurance in accordance with the provisions of that Code, and I will comply with such provisions before commencing the performance of the work of this Agreement.

(h) General Insurance Requirements: All insurance required by express provision of this Agreement shall be carried only in responsible insurance companies licensed to do business in the State of California. All policies shall contain language, to the extent obtainable, to the effect that (1) the insurer, insured and all subcontractors waive the right of subrogation against City and City's elected officials, officers, employees, and agents; (2) the policies are primary and noncontributing with any insurance that may be carried by City; and (3) they cannot be canceled or materially changed except after thirty (30) days' written notice by the insurer to City by certified mail. Consultant shall furnish City with copies of all such policies. Consultant may effect for its own account insurance not required under this Agreement.

11. INDEPENDENT CONTRACTOR

(a) Consultant is and shall at all times remain as to the City a wholly independent contractor. The personnel performing the services under this Agreement on behalf of Consultant shall at all times be under Consultant's exclusive direction and

control and shall not be construed to be employees of City for any purpose, including eligibility under Public Employees Retirement Law. Neither City nor any of its officers, employees, or agents shall have control over the conduct of Consultant or any of Consultant's officers, employees, or agents, except as set forth in this Agreement. Consultant shall not at any time or in any manner represent that it or any of its officers, employees, or agents are in any manner officers, employees, or agents of the City. Consultant shall not incur or have the power to incur any debt, obligation, or liability whatever against City, or bind City in any manner.

(b) No employee benefits shall be available to Consultant in connection with the performance of this Agreement. Except for the fees paid to Consultant as provided in the Agreement City shall not pay salaries, wages, or other compensation to Consultant for performing services hereunder for City. City shall not be liable for compensation or indemnification to Consultant for injury or sickness arising out of performing services hereunder.

12. LEGAL RESPONSIBILITIES

The Consultant shall keep itself informed of State and Federal laws and regulations which in any manner affect those employed by it or in any way affect the performance of its services pursuant to this Agreement. The Consultant shall at all times observe and comply with all such laws and regulations. The City and its officers and employees shall not be liable at law or in equity occasioned by failure of the Consultant to comply with this Section.

13. UNDUE INFLUENCE

Consultant declares and warrants that no undue influence or pressure is used against or in concert with any officer or employee of the City of Montclair in connection with the award, terms or implementation of this Agreement, including any method of coercion, confidential financial arrangement, or financial inducement. No officer or employee of the City of Montclair will receive compensation, directly or indirectly, from Consultant, or from any officer, employee or agent of Consultant, in connection with the award of this Agreement or any work to be conducted as a result of this Agreement. Violation of this Section shall be a material breach of this Agreement entitling the City to any and all remedies at law or in equity.

14. NO BENEFIT TO ARISE TO LOCAL EMPLOYEES

No member, officer, or employee of City, or their designees or agents, and no public official who exercises authority over or responsibilities with respect to the Project during his/her tenure or for one year thereafter, shall have any interest, direct or indirect, in any agreement or subagreement, or the proceeds thereof, for work to be performed in connection with the project performed under this Agreement.

15. RELEASE OF INFORMATION/CONFLICTS OF INTEREST

(a) All information gained by Consultant in performance of this Agreement shall be considered confidential and shall not be released by Consultant without City's prior written authorization. Consultant, its officers, employees, agents, or subconsul-

tants, shall not without written authorization from the City Manager or unless requested by the City Attorney, voluntarily provide declarations, letters of support, testimony at depositions, responses to interrogatories, or other information concerning the work performed under this Agreement or relating to any project or property located within the City. Response to a subpoena or court order shall not be considered "voluntary" provided Consultant gives City notice of such court order or subpoena.

(b) Consultant shall promptly notify City should Consultant, its officers, employees, agents or subconsultants be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, requests for admissions, or other discovery request, court order, or subpoena from any person or party regarding this Agreement and the work performed thereunder or with respect to any project or property located within the City. City retains the right, but has no obligation, to represent Consultant and/or be present at any deposition, hearing, or similar proceeding. Consultant agrees to cooperate fully with City and to provide the opportunity to review any response to discovery requests provided by Consultant. However, City's right to review any such response does not imply or mean the right by City to control, direct, or rewrite said response.

(c) Consultant covenants that neither he/she nor any office or principal of their firm have any interest in, or shall acquire any interest, directly or indirectly, which will conflict in any manner or degree with the performance of their services hereunder. Consultant further covenants that in the performance of this Agreement, no person having such interest shall be employed by them as an officer, employee, agent, or subconsultant. Consultant further covenants that Consultant has not contracted with nor is performing any services, directly or indirectly, with any developer(s) and/or property owner(s) and/or firm(s) and/or partnership(s) owning property in the City or the study area and further covenants and agrees that Consultant and/or its subconsultants shall provide no service or enter into any agreement or agreements with a/any developer(s) and/or property owner(s) and/or firm(s) and/or partnership(s) owning property in the City or the study area prior to the completion of the work under this Agreement.

16. NOTICES

Any notices which either party may desire to give to the other party under this Agreement must be in writing and may be given either by (i) personal service; (ii) delivery by a reputable document delivery service, such as but not limited to, Federal Express, which provides a receipt showing date and time of delivery; or (iii) mailing in the United States Mail, certified mail, postage prepaid, return receipt requested, addressed to the address of the party as set forth below or at any other address as that party may later designate by notice:

To City: Mr. Michael C. Hudson
City Engineer
City of Montclair
5111 Benito Street
Montclair, CA 91763

To Consultant: Mr. Dale E. Wintergerst
President
L.D. King, Inc.
2151 Convention Center Way
Ontario, CA 91764-4464

17. ASSIGNMENT

The Consultant shall not assign the performance of this Agreement, nor any part thereof, nor any moneys due hereunder, without prior written consent of the City. Because of the personal nature of the services to be rendered pursuant to this Agreement, only L.D. King, Inc. (responsible employee) shall perform the services described in this Agreement.

Consultant's responsible employee may use assistants, under his direct supervision, to perform some of the services under this Agreement. Consultant shall provide City fourteen (14) days' notice prior to the departure of the responsible employee from Consultant's employ. Should he leave Consultant's employ, the City shall have the option to immediately terminate this Agreement, within three (3) days of the close of said notice period. Upon termination of this Agreement, Consultant's sole compensation shall be payment for actual services performed up to and including the date of termination or as may be otherwise agreed to in writing between the City Council and the Consultant.

18. LICENSES

At all times during the term of this Agreement, Consultant shall have in full force and effect, all licenses required of it by law for the performance of the services described in this Agreement, including a City of Montclair business license.

19. GOVERNING LAW

The City and Consultant understand and agree that the laws of the State of California shall govern the rights, obligations, duties, and liabilities of the parties to this Agreement and also govern the interpretation of this Agreement. Any litigation concerning this Agreement shall take place in the municipal, superior, or federal district court with jurisdiction over the City of Montclair.

20. ENTIRE AGREEMENT

This Agreement contains the entire understanding between the parties relating to the obligations of the parties described in this Agreement. All prior or contemporaneous agreements, understandings, representations, and statements, oral or written, are merged into this Agreement and shall be of no further force or effect. Each party is entering into this Agreement based solely upon the representations set forth herein and upon each party's own independent investigation of any and all facts such party deems material.

21. CONTENTS OF REQUEST FOR PROPOSAL AND PROPOSAL

Consultant is bound by the contents of City's Request for Proposal, Exhibit A

hereto and incorporated herein by this reference, and the contents of the proposal submitted by the Consultant, Exhibit A hereto. In the event of conflict, the requirements of City's Request for Proposals and this Agreement shall take precedence over those contained in the Consultant's proposals.

22. CONFIDENTIALITY

Information and materials obtained by the Consultant from City during the performance of this Agreement shall be treated as strictly confidential and shall not be used by the Consultant for any purpose other than the performance of this Agreement.

23. DISCRIMINATION

The Consultant agrees that no person shall be excluded from employment in the performance of this Agreement on grounds of race, creed, color, sex, age, marital status, or place of national origin. In this connection, the Consultant agrees to comply with all County, State and Federal laws relating to equal employment opportunity rights.

24. AUTHORITY TO EXECUTE THIS AGREEMENT

The person or persons executing this Agreement on behalf of Consultant warrants and represents that he/she has the authority to execute this Agreement on behalf of the Consultant and has the authority to bind Consultant to the performance of its obligations hereunder.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year first above written.

CITY:

CONSULTANT:

CITY OF MONTCLAIR, CALIFORNIA

L.D. KING, INC.

Paul M. Eaton
Mayor

Dale E. Wintergerst
President

ATTEST:

Yvonne L. Smith
Deputy City Clerk

Name

Title

Date

AGENDA REPORT

SUBJECT: CONSIDER APPROVAL OF AGREEMENT
NO. 12-100 WITH THE PLANNING
CENTER TO PROVIDE ENVIRONMENTAL
SCAN SERVICES

DATE: November 19, 2012

SECTION: AGREEMENTS

ITEM NO.: 3

FILE I.D.: HSV044

DEPT.: COMMUNITY DEV.

REASON FOR CONSIDERATION: The City Council is requested to consider approval of Agreement No. 12-100 with The Planning Center to provide environmental scan services. A copy of proposed Agreement No. 12-100 is attached for the City Council's review and consideration.

BACKGROUND: The Montclair Community Collaborative (MCC) was organized in 1996 as a partnership of the City of Montclair, Ontario-Montclair School District, nonprofit agencies, colleges, businesses, and residents to strengthen the community. MCC works to provide "a quality community for all, by working together as diverse, committed individuals and organizations." It engages in ongoing strategic planning in order to identify resources and develop services for children, youth, and adults in the community.

MCC's efforts resulted in the City of Montclair successfully obtaining a one-year competitive grant from First 5 San Bernardino to fund a health needs assessment for the cities of Montclair, Ontario, and Upland. The City Council approved Agreement No. 12-63 with First 5 San Bernardino on July 2, 2012. This contract requires the delivery of services through subcontracts to partner agencies.

Proposed Agreement No. 12-100 would provide funding to partner agency The Planning Center for the following services:

- Collect baseline data for the environmental scan.
- Use GIS mapping services for analyzing and displaying factors that affect the health of residents in the community.
- Meet with project team and make up to three presentations.
- Prepare a final report and manage the project.

The term of proposed Agreement No. 12-100 is October 1, 2012, through June 30, 2013.

FISCAL IMPACT: The Planning Center would be awarded \$40,000 from the First 5 San Bernardino grant.

RECOMMENDATION: Staff recommends the City Council approve Agreement No. 12-100 with The Planning Center to provide an environmental scan and health need assessment for the cities of Montclair, Ontario, and Upland.

Prepared by:

M. Richter

Reviewed and
Approved by:

Proofed by:

Christine Smedley

Presented by:

[Signature]
[Signature]



Service Authorization

PROJECT NO.		DATE	October 15, 2012
PROJECT NAME	Environmental Scan		

TYPE OF AUTHORIZATION: Fixed Price Project Time and Materials Project
 Contract Extension Meetings Extra to Contract
 Reimbursables: No Charge Extra to Contract 10% Markup on Reimbursables and Subconsultants

RETAINER: \$ _____ Yes* No
 *All retainers are either applied to the final invoice or refunded at the close of the project.

BUDGET AMOUNT: \$ 40,000.00 Not to Exceed Estimated

AGREEMENT BETWEEN:

CLIENT	West End Children's Activity Resource Coalition City of Montclair	CONSULTANT	The Planning Center DC&E
STREET ADDRESS	5111 Benito Street	STREET ADDRESS	3 MacArthur Place, Suite 1100
CITY STATE AND ZIP	Montclair, Ca 91763	CITY STATE AND ZIP	Santa Ana, CA 92707
CONTACT	Alyssa De Santiago, Program Coordinator	CONTACT	Kara L. Kosel for Mark Hoffman
Hereinafter referred to as "Client."		Hereinafter referred to as "Consultant."	

This document authorizes the Consultant to execute the following services for the Client as indicated below:

SCOPE AND DURATION OF SERVICES:

The Planning Center | DC&E will conduct an environmental scan of the cities of Montclair, Upland, and Ontario. The purpose is to gain an understanding of the environmental and social determinants of health in the region so that the participating cities can collectively work together on improving the health of residents. Key to this effort is to develop a baseline of information that can inform the planning processes of the respective communities.

The following outlines the major tasks involved.

TASK 1: COLLECT BASELINE DATA

The first task involves collecting the information for the environmental scan. Although an environmental scan can cover many aspects, the key is to choose those indicators that are more directly related to the health and welfare of children ages 0 to 5 and their parents. Based on research, it is clear that the quality of park and recreational facilities and the quality of the food environment have a pronounced impact on the choices residents make to be physically active or eat nutritious food. In addition, certain socioeconomic factors play a strong determining role, particularly education and income levels of residents.



To that end, The Planning Center|DC&E will collect the following items:

- Parks and Recreation. We will collect and digitize parks and major recreational facilities in each city. The base data will come from SANBAG nonmotorized transportation plans, city general plans, and discussions with other sources. Each participating city will be responsible for confirming or supplementing the data provided.
- Food and Beverage Environment. We will collect and code "healthy" food stores, unhealthy food outlets, alcohol outlets, and tobacco outlets. Information will be gathered from the County of San Bernardino Public Health, Alcohol Beverage Control Board, State Board of Equalization, and other sources.
- Social Factors. We will collect socioeconomic determinants of health: for example, race and ethnicity, household income, crime and public safety (to the extent available), linguistic isolation, educational levels, elementary school data, etc. Data will be derived from the Census 2010 or equivalent source.
- Social Assets. Based on information provided to us by each city and HealthyCity.org, we will map the nonprofit, government, schools, and other organizations in each community that provide for the health and welfare needs of their residents, with an emphasis on organizations serving children 0 to 5 or their parents.
- Health Data. We will collect data on the health status of children (e.g., obesity, physical activity, etc.) based on availability of information from the California Department of Education, Healthy Kids Survey, and other sources. As budget permits, we will look at violent crime and transportation safety as additional measures to analyze and map.

TASK 2: GIS MAPPING SERVICES

GIS is a powerful tool for analyzing and displaying factors that affect the health of residents in a community. GIS offers the ability to analyze and visually display complex relationships between health and planning data that then can be used for planning, program, and funding decisions. To that end, The Planning Center|DC&E proposes to prepare maps of the built/service environment. Maps will be prepared at a regional level rather than city level.

To that end, The Planning Center|DC&E will map the following:

- Grocery Store Access. We will map each grocery store and access to each store using roadway networks (the way people normally drive and walk) to determine the accessibility of grocery stores to residents.
- Retail Food Environment Index. We will calculate the RFEI for subareas of a community (e.g., block groups) to show which areas have greater access to healthy or unhealthy food outlets.
- Retail Alcohol and Tobacco Density. We will map each alcohol and tobacco outlet on a per capita ratio. This will show which areas have a greater concentration or overconcentration of retail outlets.
- Parks Quantity/Access. We will map each park and analyze the per capita availability to residents living within walking distance, taking into account different types of parks and recreational facilities.
- Socioeconomic Indicators. Using research on neighborhood distress indices, we will map relevant socioeconomic characteristics of residents living in a community to determine relative needs.
- Social Assets. Using research from HealthyCity.org or other sources provided by individual jurisdictions, we will map the location of these facilities relative to the socioeconomic indicators mentioned above.
- As budget and quality of data permits, we will also map the incidence of violent crime and transportation safety (accidents by mode and severity) on a neighborhood level scale to understand where hotspots occur.

TASK 3. MEETINGS AND PRESENTATIONS

As part of this effort, we anticipate the need to periodically meet with the project team to incorporate information, refine the study parameters, and ensure a smooth process. The Planning Center|DC&E will also make up to three presentations to the working coalition at critical junctures of the process.



TASK 4. FINAL REPORT

The final task is to prepare the final results. Our goal is to produce a document that is trim, useful for multiple audiences, graphically oriented, and in a form readily available for presentation.

TASK 5. PROJECT MANAGEMENT

We have included a modest retainer for project management costs. This involves billing, contract negotiations, and other miscellaneous administrative tasks associated with the project.

Cost Estimate

Our proposed services and associated costs will not exceed \$40,000.

Project Schedule

The project schedule will be determined based on project needs.

RATE SCHEDULE:

Billing will be monthly based upon our standard hourly rates of \$45 to \$250, depending upon the professional's level of expertise.

GENERAL TERMS OF CONSULTING AGREEMENT:

These General Terms are a part of this contract. All of the services to be provided are referred to collectively as the "Work." This Proposal expires if the Agreement is not signed within three months from the date that the proposal was issued: 1/15/2013.

- (1) **Acceptance and Authorization to Proceed.** When Client signs and returns to Consultant a copy of this Proposal or Service Authorization, an Agreement will be formed authorizing Consultant to proceed with the Work as described.
- (2) **Performance by Consultant.** Consultant will use all reasonable efforts to cause the Work to be performed by qualified persons under the supervision of Consultant. Except as provided below, the Work will proceed in accordance with the schedule included in this Agreement.
- (3) **Scope of Work.** The scope of services set forth in this Agreement is based on facts known to Consultant at the time Consultant signed the Proposal or Service Authorization, including, if applicable, information supplied by Client. For some projects involving conceptual or process development services, scope may not be fully definable during initial phases. As the project progresses, facts discovered may indicate that scope must be redefined. Consultant will promptly provide Client with an amendment to this Agreement to recognize the additional information learned and changes in defining the scope and pricing for the Work. Client will have fifteen (15) days after receiving the proposed amendment to sign and return the amendment. If Client fails to sign and return the amendment within that time, Consultant may suspend work until satisfactory arrangements are agreed to in writing by Consultant and Client.
- (4) **Coordination with Client.** Consultant and Client shall cooperate in proceeding with the Work under the direction and approval of the Client's Authorized Representative identified above, which representative or an alternate shall be available for Consultant at all reasonable times. Consultant and Client, recognizing that time is of the essence, agree that oral communications and instructions may be necessary. Consultant will, in the interest of the project, comply with such oral instructions. However, Consultant will promptly confirm its receipt of the oral instructions by sending Client a written memorandum by electronic or regular mail. The instructions will be deemed confirmed by the Client if the Consultant does not receive written withdrawal of or changes to the instructions within five (5) days after Consultant sent the confirmation to Client. If the instructions require changes in scope and pricing for the Work, Consultant will provide Client with an



amendment for signature. Client will provide Consultant with access to the property which is the subject of the Work, along with all reports and other information which Client has concerning the Work.

(5) **Charges for Work.** Client will be charged for, and Client shall pay for without deduction or offset, the Work performed, in accordance with Consultant's current schedule of charges, billing rates, and expense reimbursement policies. Work will be limited by the amount included in the total of estimated costs stated in the proposal unless an increase is authorized in writing by Client. Although Consultant's schedule of charges and billing rates is subject to periodic review and revision, the current schedule will remain in effect for six months from the date a Proposal or Service Authorization is submitted by Consultant. Changes in the scope of the Work must be made in writing and will be charged for in accordance with this Agreement.

(6) **Unanticipated Delays.** Consultant shall not be liable for time delays or damages resulting from the actions or inactions of government agencies, including but not limited to, permit processings, environmental impact reports, general plans and amendments, and zoning matters. If the Work has not been completed in accordance with the schedule included in this Agreement, through no fault of Consultant, and the parties agree to an extension of the schedule, the fee schedule will be adjusted automatically to Consultant's current posted billing rates. Changes in a Client's Project Manager or changes in government plans, policies, programs, or ordinances may be a basis for Consultant to submit an Amendment to this Agreement addressing the impact of the change.

(7) **Reimbursable Expenses.** All of Consultant's expenses for document copying, FAX, delivery, travel, services, equipment and facilities are charged to Client at Consultant's cost plus ten percent (10%)

(8) **Billing and Payment.** Time is of the essence in payment of invoices. Consultant invoices for Work performed will be issued at the close of each calendar month and upon completion of the Work. Any comments or questions which Client has concerning the contents of an invoice or the Work represented by an invoice must be submitted to Consultant in writing within fifteen (15) days after Client receives the invoice. If no such comments or questions are received by Consultant, the Work represented and the invoice shall be considered correct and accepted by Client. If payment for an invoice is not received by Consultant within ninety (90) days after the date of the invoice, a reasonable late charge will be applied to all amounts outstanding, commencing ninety (90) days after the date of the invoice and continuing monthly until all amounts have been paid in full.

(9) **Suspension or Termination.** Either party may suspend or terminate the Work at any time upon seven (7) days' written notice to the other party. Client shall pay all amounts due for the Work to the effective date of suspension or termination, plus all costs incurred by Consultant as a result of the termination or suspension.

(10) **Client Files.** When the Work is completed or this Agreement is terminated and Consultant has been paid in full, Consultant will, upon written request of Client, provide Client with all files reports and exhibits prepared by Consultant in performing the Work, except computer programs or data prepared by or for Consultant in connection with the Work. Reuse of any documents or other deliverables, including electronic media, pertaining to the project by Client for any purpose other than that for which such documents or deliverables were originally prepared, or alteration of such documents or deliverables Consultant's written consent, shall be at Client's risk. Client shall indemnify and defend against, and hold harmless from, all claims, losses, liabilities, and expenses asserted against or incurred by Consultant arising out of or connected with any such unauthorized reuse or alteration. Unless instructed otherwise in writing it is Consultant's policy to destroy Client's files five (5) years after the date of final billing for the Work.

(11) **Limitation of Liability.** Consultant shall be liable to Client only for losses incurred by Client which are directly caused by (a) the acts or omissions of Consultant, in violation of this Agreement, and (b) willful misconduct or gross negligence of Consultant. Consultant shall not be liable to Client for (a) delays caused by factors beyond the reasonable control of Consultant, or (b) consequential damages. Consultant's liability to Client shall be further limited to the amount available from Consultant's insurance, if any. Except for claims for indemnification, the time period for bringing claims under this agreement expires one year after Consultant issues its final invoice for the Work.

(12) **Insurance Cooperation.** Client may, at Client's expense, obtain insurance to protect it against any risk resulting from this Agreement or the Work, and Consultant will cooperate with Client in obtaining such insurance.



(13) Indemnity to Consultant. Client shall indemnify and defend against, and hold Consultant harmless from all claims, losses, liabilities and expenses asserted against Consultant by third parties or incurred by Consultant as a result of such third party assertions.

(14) Confidentiality. Consultant will take reasonable steps to protect the confidentiality of information obtained by Consultant in performing the Work, when Client advises Consultant in writing of the confidential nature of such information. Consultant may use Client's name in general descriptions of the Work and services performed by Consultant.

(15) Employee Solicitation. Neither Client nor Consultant shall offer to employ or employ any employee of the other during, and for a period of six (6) months after termination of this Agreement.

(16) Settlement of Disputes. The parties will attempt in good faith to resolve any controversy or dispute arising out of or relating to this Agreement promptly by negotiations. If any party reaches the conclusion that the controversy or dispute cannot be resolved by unassisted negotiations, such party may notify the Judicial Arbitration and Mediation Service ("JAMS"), 500 North State College Boulevard, Suite 600, Orange, California 92668, (714) 939-1300. JAMS will promptly designate a mediator who is independent and impartial, and JAMS' decision about the identity of the mediator will be final and binding. The parties agree to conduct at least eight (8) consecutive hours of mediated negotiations within thirty (30) days after the notice is sent. If the dispute is not resolved by negotiation or mediation within thirty (30) days after the first notice to JAMS is sent, then, upon notice by any party to the other affected parties and to JAMS, the controversy or dispute shall be submitted to a sole arbitrator who is independent and impartial, selected by JAMS, for binding arbitration in accordance with JAMS' Rules for Non-Administered Arbitration of Business Disputes. The parties agree that they will faithfully observe the terms of this paragraph and will abide by and perform any award rendered by the arbitrator. The award or judgment of the arbitrator shall be final and binding on all parties. No litigation or other proceeding may be instituted in any court for the purpose of adjudicating, interpreting or enforcing any of the rights or obligations relating to the subject matter of this Agreement or for the purpose of appealing any decision of an arbitrator, except a proceeding instituted for the sole purpose of having the award of judgment of an arbitrator entered and enforced.

(17) Miscellaneous Provisions.

(a) Amendment. This Agreement may be changed only by a written amendment signed by Client and Consultant.

(b) Interpretation of Agreement. This Agreement shall be interpreted to give effect to its fair meaning and shall be construed as though it was prepared by both parties. This Agreement contains the entire agreement of Client and Consultant, and all prior negotiations, documents, and discussions are superseded by this Agreement. The parties acknowledge there are no applicable representations, warranties, or terms which are not stated in this Agreement. The invalidity of any provision of this Agreement shall not affect the validity of any other provision of this Agreement. Section headings are for convenience and shall not be used in interpreting this Agreement.

(c) References. All references to this Agreement include reference to all amendments to this Agreement. All references to the Work include references to all or a part of the Work. References to Client or Consultant include, bind, and inure to the benefit of, their officers, agents, employees, successors in interest and assignees.

(d) Time and Excusable Delays. Reference to days in this Agreement means consecutive calendar days including weekends and holidays. The time for performance of an obligation, other than the payment of money, shall be extended for the period during which a party is prevented from performing by the act or omission of the other party, acts of God, government or other force or event beyond the reasonable control of such party.

(e) Counterparts. This Agreement may be executed in multiple counterparts all of which shall be one and the same Agreement.

(f) Attorneys' Fees. If any action is commenced to enforce or interpret the terms of this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees and expenses, in addition to other relief as the court may award.

(g) Prohibition of Assignment. No right or remedy under this Agreement may be assigned by any party. Any attempted assignment shall be void.

(h) Notices. All notices required or allowed shall be in writing and shall be sent to the addresses shown at the beginning of this Agreement. A party may change its address for notices and consents by giving notice to the other party. Notice may be



(h) **Notices.** All notices required or allowed shall be in writing and shall be sent to the addresses shown at the beginning of this Agreement. A party may change its address for notices and consents by giving notice to the other party. Notice may be delivered by personal delivery, facsimile transmission during normal business hours of the recipient, an overnight delivery service, or U.S. Mail sent certified with return receipt requested. Notices and consents are effective on the earlier of the date received, the date of the delivery receipt, or the date delivery is refused, as applicable.

PLANNER:

PLANNER	The Planning Center DC&E, a California Corporation		
STREET ADDRESS	3 MacArthur Place, Suite 1100		
CITY STATE AND ZIP	Santa Ana, CA 92707		
AUTHORIZED REPRESENTATIVE	Brian Judd	TITLE	Principal

The Planning Center|DC&E's Authorized Representative Date

CLIENT:

CLIENT	West End Children's Activity Resource Coalition / City of Montclair		
STREET ADDRESS	5111 Benito Street		
CITY STATE AND ZIP	Montclair, Ca 91763		
AUTHORIZED REPRESENTATIVE	Paul M. Eaton	TITLE	Mayor

Client's Authorized Representative Date

ATTEST:

Yvonne L. Smith
Deputy City Clerk

AGENDA REPORT

SUBJECT: CONSIDER ADOPTION OF RESOLUTION
NO. 12-2966 AUTHORIZING PLACEMENT
OF LIENS ON CERTAIN PROPERTIES FOR
DELINQUENT SEWER AND TRASH CHARGES

DATE: November 19, 2012

SECTION: RESOLUTIONS

ITEM NO.: 1

FILE I.D.: STB300-17

DEPT.: ADMIN. SVCS.

REASON FOR CONSIDERATION: Staff has identified 241 sewer and trash accounts in the odd-numbered-month billing cycle that are more than three billing periods delinquent. Pursuant to Montclair Municipal Code Chapter 1.12, these properties are subject to lien.

BACKGROUND: Ordinance No. 02-815 authorizes the placement of liens on properties on which delinquent civil debts have accrued and makes property owners responsible for delinquent sewer and trash charges accrued after the effective date of the Ordinance (March 1, 2002) for accounts in tenants' names. Prior to the City Council's adoption of Ordinance No. 02-815, property owners were responsible for only those accounts in their own names.

The 241 liens presented for approval are for accounts that are at least 90 days delinquent.

FISCAL IMPACT: Recoverable amount is \$48,396.70 plus \$12,050.00 in lien fees, for a total of \$60,446.70.

RECOMMENDATION: Staff recommends the City Council adopt Resolution No. 12-2966 authorizing placement of liens on certain properties for delinquent sewer and trash charges as listed on Exhibit A of said Resolution.

Prepared by:

Janet Kuybeck
S.C.

Reviewed and
Approved by:

[Signature]

Proofed by:

Presented by:

RESOLUTION NO. 12-2966

**A RESOLUTION OF THE CITY COUNCIL
OF THE CITY OF MONTCLAIR AUTHORIZING
PLACEMENT OF LIENS ON CERTAIN
PROPERTIES FOR DELINQUENT SEWER
AND TRASH CHARGES**

WHEREAS, Chapter 1.12 of the Montclair Municipal Code authorizes the City to place liens on properties on which delinquent civil debts have accrued; and

WHEREAS, all owners of property in the City of Montclair were notified about the adoption of Ordinance No. 02-815 authorizing placement of liens on properties on which delinquent civil debts have accrued; and

WHEREAS, it has been determined that there are 241 sewer and/or trash accounts on which there are delinquencies in excess of 90 days; and

WHEREAS, the owners of these properties have received regular billing statements and late notices since the onset of such delinquencies; and

WHEREAS, the owners of these properties were notified on October 15, 2012, that their delinquent accounts are subject to causing a lien to be placed on their properties for settlement of such delinquencies; and

WHEREAS, the owners of these properties were again notified on October 25, 2012, and that such liens would be considered for approval by the Montclair City Council on Monday, November 5, 2012.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Montclair does hereby approve the placement of liens on the properties and in the amounts specified in Exhibit A, entitled, *Report of Delinquent Civil Debts - November 2012*, attached hereto.

BE IT FURTHER RESOLVED that the Deputy City Clerk is authorized to provide the San Bernardino County Auditor/Controller-Recorder with the documents required to cause such liens to be placed.

APPROVED AND ADOPTED this XX day of XX, 2012.

Mayor

ATTEST:

Deputy City Clerk

I, Yvonne L. Smith, City Clerk of the City of Montclair, DO HEREBY CERTIFY that Resolution No. 12-2966 was duly adopted by the City Council of said city and was approved by the Mayor of said city at a regular meeting of said City Council held on the XX day of XX, 2012, and that it was adopted by the following vote, to-wit:

AYES: XX
NOES: XX
ABSTAIN: XX
ABSENT: XX

Yvonne L. Smith
Deputy City Clerk

Exhibit A to Resolution No. 12-2966
Report of Delinquent Civil Debts - November 2012

Street No.	Street	Account Type	Delinquency	Lien Fee	Total Lien Amount
5356	Alamitos Street	Residential	\$ 199.67	\$ 50.00	\$ 249.67
5366	Alamitos Street	Senior	201.71	50.00	251.71
5371	Alamitos Street	Residential	198.74	50.00	248.74
5634	Alamitos Street	Residential	199.79	50.00	249.79
4575	Allesandro Street	Residential	147.88	50.00	197.88
4667	Allesandro Street	Residential	280.23	50.00	330.23
9910	Amherst Avenue	Residential	116.45	50.00	166.45
5577	Armsley Street	Residential	199.67	50.00	249.67
5136	Aspen Drive	Residential	179.66	50.00	229.66
9250	Bel Air Avenue	Residential	130.67	50.00	180.67
9909	Bel Air Avenue	Residential	200.67	50.00	250.67
9982	Bel Air Avenue	Residential	199.67	50.00	249.67
10036	Bel Air Avenue	Residential	223.96	50.00	273.96
4400	Benito Street	Residential	200.56	50.00	250.56
4460	Benito Street	Residential	199.67	50.00	249.67
4979	Benito Street	Residential	106.44	50.00	156.44
5389	Benito Street	Senior	201.66	50.00	251.66
9590	Benson Avenue	Residential	172.95	50.00	222.95
9656	Benson Avenue	Residential	199.67	50.00	249.67
9944	Benson Avenue	Residential	177.79	50.00	227.79
9974	Benson Avenue	Residential	195.74	50.00	245.74
10032	Benson Avenue	Residential	112.15	50.00	162.15
10034	Benson Avenue	Senior	177.79	50.00	227.79
5382	Berkeley Street	Residential	199.65	50.00	249.65
9598	Bolton Avenue	Residential	280.23	50.00	330.23
4522	Bonnie Brae Street	Residential	205.56	50.00	255.56
4531	Bonnie Brae Street	Residential	199.67	50.00	249.67
4541	Bonnie Brae Street	Residential	298.16	50.00	348.16
5475	Bonnie Brae Street	Senior	173.69	50.00	223.69
5544	Bonnie Brae Street	Residential	195.84	50.00	245.84
9815	Camarena Avenue	Residential	195.13	50.00	245.13
9851	Camarena Avenue	Residential	199.67	50.00	249.67
4853	Cambridge Street	Residential	199.67	50.00	249.67
5438	Cambridge Street	Residential	199.67	50.00	249.67
5448	Cambridge Street	Residential	198.62	50.00	248.62
5458	Cambridge Street	Residential	101.44	50.00	151.44
5471	Cambridge Street	Residential	199.67	50.00	249.67
5570	Cambridge Street	Residential	160.30	50.00	210.30
5606	Cambridge Street	Residential	199.68	50.00	249.68
5607	Cambridge Street	Residential	199.42	50.00	249.42
4860	Cambridge Street	Residential	202.19	50.00	252.19
9112	Camulos Avenue	Residential	199.67	50.00	249.67
9151	Camulos Avenue	Residential	199.67	50.00	249.67
9243	Camulos Avenue	Residential	199.67	50.00	249.67
9252	Camulos Avenue	Residential	186.45	50.00	236.45
9511	Camulos Avenue	Residential	200.26	50.00	250.26

Street No.	Street	Account Type	Delinquency	Lien Fee	Total Lien Amount
9530	Camulos Avenue	Residential	\$ 177.79	\$ 50.00	\$ 227.79
9539	Camulos Avenue	Senior	211.47	50.00	261.47
9547	Camulos Avenue	Residential	203.10	50.00	253.10
9606	Camulos Avenue	Residential	197.34	50.00	247.34
9737	Camulos Avenue	Residential	199.67	50.00	249.67
9757	Camulos Avenue	Residential	199.67	50.00	249.67
9859	Camulos Avenue	Residential	199.67	50.00	249.67
9877	Camulos Avenue	Residential	225.61	50.00	275.61
10060	Camulos Avenue	Residential	197.34	50.00	247.34
10153	Camulos Avenue	Residential	196.88	50.00	246.88
10199	Camulos Avenue	Residential	280.23	50.00	330.23
5635	Caroline Street	Residential	182.70	50.00	232.70
9482	Carrillo Avenue	Residential	186.19	50.00	236.19
9601	Carrillo Avenue	Residential	199.67	50.00	249.67
9795	Central Avenue	Residential	199.62	50.00	249.62
9835	Central Avenue	Residential	100.56	50.00	150.56
9986	Central Avenue	Residential	225.61	50.00	275.61
10330-34	Central Avenue	Commercial	128.94	50.00	178.94
9787	Coalinga Avenue	Residential	106.30	50.00	156.30
9795	Coalinga Avenue	Residential	280.23	50.00	330.23
9815	Coalinga Avenue	Residential	148.78	50.00	198.78
9827	Coalinga Avenue	Senior	175.85	50.00	225.85
9380	Columbine Avenue	Residential	224.87	50.00	274.87
9440	Columbine Avenue	Residential	199.76	50.00	249.76
9824	Columbine Avenue	Residential	208.61	50.00	258.61
9995	Columbine Avenue	Residential	213.55	50.00	263.55
9341	Del Mar Avenue	Residential	199.72	50.00	249.72
9477	Del Mar Avenue	Residential	291.69	50.00	341.69
4304	Denver Street	Residential	225.61	50.00	275.61
4324	Denver Street	Residential	199.71	50.00	249.71
4325	Denver Street	Residential	177.79	50.00	227.79
4416	Denver Street	Residential	199.45	50.00	249.45
5381	Denver Street	Residential	228.11	50.00	278.11
5607	Denver Street	Residential	122.83	50.00	172.83
5616	Denver Street	Residential	199.67	50.00	249.67
5626	Denver Street	Residential	200.89	50.00	250.89
4390	El Morado Street	Residential	239.14	50.00	289.14
4461	El Morado Street	Residential	123.63	50.00	173.63
5168	El Morado Street	Residential	236.22	50.00	286.22
5416	El Morado Street	Residential	196.31	50.00	246.31
9423	Exeter Avenue	Residential	173.02	50.00	223.02
9463	Exeter Avenue	Residential	208.61	50.00	258.61
9567	Fremont Avenue	Residential	225.61	50.00	275.61
9776	Fremont Avenue	Residential	177.79	50.00	227.79
9823	Fremont Avenue	Residential	199.67	50.00	249.67
9043	Geneva Avenue	Residential	177.79	50.00	227.79
9063	Geneva Avenue	Residential	130.23	50.00	180.23
9932	Geneva Avenue	Residential	194.91	50.00	244.91
9985	Geneva Avenue	Residential	197.34	50.00	247.34

Street No.	Street	Account Type	Delinquency	Lien Fee	Total Lien Amount
4328	Granada Street	Residential	\$ 199.67	\$ 50.00	\$ 249.67
4436	Granada Street	Residential	198.85	50.00	248.85
4982	Granada Street	Residential	223.11	50.00	273.11
5422	Granada Street	Residential	190.35	50.00	240.35
5606	Granada Street	Residential	225.26	50.00	275.26
5628	Granada Street	Residential	199.67	50.00	249.67
9783	Greenwood Avenue	Residential	197.34	50.00	247.34
10084	Greenwood Avenue	Residential	271.15	50.00	321.15
4418	Harvard Street	Residential	199.67	50.00	249.67
4430	Harvard Street	Residential	199.67	50.00	249.67
4785	Harvard Street	Residential	297.66	50.00	347.66
5141-43	Harvard Street	Multifamily	399.06	50.00	449.06
5594	Harvard Street	Residential	198.98	50.00	248.98
5563	Hawthorne Street	Residential	106.71	50.00	156.71
5596	Hawthorne Street	Residential	199.67	50.00	249.67
5627	Hawthorne Street	Residential	177.79	50.00	227.79
9025	Helena Avenue	Residential	199.67	50.00	249.67
9607	Helena Avenue	Residential	198.36	50.00	248.36
9636	Helena Avenue	Residential	208.61	50.00	258.61
9641	Helena Avenue	Residential	200.53	50.00	250.53
9802	Helena Avenue	Residential	191.90	50.00	241.90
4581	Highland Street	Residential	147.23	50.00	197.23
4864	Highland Street	Residential	225.61	50.00	275.61
4667	Holt Boulevard	Commercial	181.65	50.00	231.65
5630	Holt Boulevard	Commercial	112.34	50.00	162.34
5190	Howard Street A & B	Multifamily	457.13	50.00	507.13
4585	James Street	Residential	199.67	50.00	249.67
9725	Kimberly Avenue	Residential	199.67	50.00	249.67
5430	La Deney Street	Residential	207.50	50.00	257.50
9773	Lehigh Avenue	Residential	280.23	50.00	330.23
9762	Lindero Avenue	Residential	177.79	50.00	227.79
9795	Lindero Avenue	Residential	102.28	50.00	152.28
9836	Lindero Avenue	Residential	197.34	50.00	247.34
9957	Lindero Avenue	Residential	199.67	50.00	249.67
9958	Lindero Avenue	Residential	145.13	50.00	195.13
10029	Lindero Avenue	Residential	177.79	50.00	227.79
10041	Lindero Avenue	Residential	199.65	50.00	249.65
10086	Lindero Avenue	Senior	185.21	50.00	235.21
9527	Marion Avenue	Residential	199.76	50.00	249.76
9537	Marion Avenue	Residential	103.05	50.00	153.05
9547	Marion Avenue	Residential	158.41	50.00	208.41
5121	Merle Street	Multifamily	399.32	50.00	449.32
9795	Mills Avenue	Residential	184.66	50.00	234.66
9969	Mills Avenue	Residential	208.61	50.00	258.61
9066	Monte Vista Avenue	Residential	316.64	50.00	366.64
9775	Monte Vista Avenue	Residential	198.50	50.00	248.50
5082	Moreno Street	Residential	207.84	50.00	257.84
4613	Olive Street	Residential	194.67	50.00	244.67
4832	Olive Street	Residential	200.56	50.00	250.56

Street No.	Street	Account Type	Delinquency	Lien Fee	Total Lien Amount
4872	Olive Street	Residential	\$ 200.56	\$ 50.00	\$ 250.56
4893	Olive Street	Residential	129.33	50.00	179.33
4322	Orchard Street	Residential	225.63	50.00	275.63
4382	Orchard Street	Residential	261.76	50.00	311.76
5690	Orchard Street	Residential	199.68	50.00	249.68
5257	Palo Verde Street	Senior	175.19	50.00	225.19
5362	Palo Verde Street	Residential	341.94	50.00	391.94
5415	Palo Verde Street	Residential	199.76	50.00	249.76
5494	Palo Verde Street	Residential	280.23	50.00	330.23
5596	Palo Verde Street	Residential	316.64	50.00	366.64
5246	Phillips Boulevard	Multifamily	355.57	50.00	405.57
11112	Pipeline Avenue	Residential	171.85	50.00	221.85
9585	Poulsen Avenue	Residential	203.05	50.00	253.05
9935	Poulsen Avenue	Residential	199.68	50.00	249.68
10043	Poulsen Avenue	Residential	199.67	50.00	249.67
9375	Pradera Avenue	Multifamily	743.79	50.00	793.79
9532	Pradera Avenue	Residential	175.43	50.00	225.43
9542	Pradera Avenue	Residential	199.73	50.00	249.73
10063	Pradera Avenue	Residential	205.22	50.00	255.22
10085	Pradera Avenue	Residential	293.68	50.00	343.68
4426	Princeton Street	Residential	199.67	50.00	249.67
4438	Princeton Street	Residential	100.46	50.00	150.46
4467	Princeton Street	Residential	187.10	50.00	237.10
4869	Princeton Street	Residential	188.36	50.00	238.36
9081	Ramona Avenue	Residential	199.67	50.00	249.67
9136	Ramona Avenue	Residential	199.67	50.00	249.67
9254	Ramona Avenue	Residential	199.67	50.00	249.67
9539	Ramona Avenue	Residential	200.56	50.00	250.56
9352	Rose Avenue	Residential	176.41	50.00	226.41
9414	Rose Avenue	Residential	199.67	50.00	249.67
9434	Rose Avenue	Residential	199.67	50.00	249.67
9441	Rose Avenue	Residential	290.47	50.00	340.47
9720	Rose Avenue	Residential	225.61	50.00	275.61
9734	Rose Avenue	Residential	177.79	50.00	227.79
9812	Rose Avenue	Residential	188.62	50.00	238.62
9836	Rose Avenue	Residential	142.96	50.00	192.96
9866	Rose Avenue	Residential	175.75	50.00	225.75
9944	Rose Avenue	Residential	187.10	50.00	237.10
9966	Rose Avenue	Residential	199.68	50.00	249.68
4560	Rosewood Street	Residential	199.67	50.00	249.67
4641	Rosewood Street	Residential	208.61	50.00	258.61
4683	Rosewood Street	Residential	199.67	50.00	249.67
4860	Rosewood Street	Residential	112.15	50.00	162.15
4954	Rosewood Street	Residential	177.79	50.00	227.79
4994	Rosewood Street	Residential	177.79	50.00	227.79
5389	Rosewood Street	Residential	280.38	50.00	330.38
5444	Rosewood Street	Residential	135.90	50.00	185.90
11073	Roswell Avenue	Multifamily	149.34	50.00	199.34
11078	Roswell Avenue	Residential	112.34	50.00	162.34

Street No.	Street	Account Type	Delinquency	Lien Fee	Total Lien Amount
4164	Rudisill Street	Residential	\$ 199.67	\$ 50.00	\$ 249.67
4554	Rudisill Street	Residential	101.44	50.00	151.44
5360	Rudisill Street	Residential	225.61	50.00	275.61
5398	Rudisill Street	Residential	291.49	50.00	341.49
5421	Rudisill Street	Residential	225.61	50.00	275.61
5452	Rudisill Street	Residential	159.54	50.00	209.54
4375	San Bernardino Court	Residential	199.70	50.00	249.70
4711	San Bernardino Street	Residential	199.67	50.00	249.67
4833	San Bernardino Street	Residential	176.51	50.00	226.51
4843	San Bernardino Street	Residential	192.97	50.00	242.97
5133	San Bernardino Street	Residential	197.34	50.00	247.34
5474	San Bernardino Street	Residential	199.78	50.00	249.78
5489	San Bernardino Street	Residential	231.21	50.00	281.21
5562	San Bernardino Street	Residential	199.67	50.00	249.67
4485	San Jose Street	Residential	225.61	50.00	275.61
5384	San Jose Street	Senior	169.04	50.00	219.04
5593	San Jose Street	Residential	143.19	50.00	193.19
5617	San Jose Street	Residential	139.48	50.00	189.48
4424	San Jose Street #10	Residential	199.76	50.00	249.76
4424	San Jose Street #12	Residential	199.67	50.00	249.67
4424	San Jose Street #17	Residential	213.06	50.00	263.06
4424	San Jose Street #18	Residential	199.64	50.00	249.64
4424	San Jose Street #24	Residential	280.23	50.00	330.23
4424	San Jose Street #27	Residential	199.67	50.00	249.67
4424	San Jose Street #29	Residential	187.10	50.00	237.10
4424	San Jose Street #30	Residential	199.52	50.00	249.52
9932	Santa Anita Avenue	Residential	199.67	50.00	249.67
9946	Santa Anita Avenue	Residential	209.29	50.00	259.29
9970	Santa Anita Avenue	Residential	181.23	50.00	231.23
9820	Saratoga Avenue	Residential	221.94	50.00	271.94
10817	Silicon Avenue	Residential	117.35	50.00	167.35
4773	State Street	Residential	134.54	50.00	184.54
5134	Sundance Drive	Residential	203.38	50.00	253.38
9617	Surrey Avenue	Residential	199.67	50.00	249.67
9772	Surrey Avenue	Residential	156.07	50.00	206.07
9793	Surrey Avenue	Residential	209.18	50.00	259.18
9824	Tudor Avenue	Residential	199.67	50.00	249.67
9834	Tudor Avenue	Residential	151.60	50.00	201.60
9833	Vail Drive	Residential	177.79	50.00	227.79
9222	Vernon Avenue	Residential	203.44	50.00	253.44
9231	Vernon Avenue	Residential	140.26	50.00	190.26
9350	Vernon Avenue	Residential	264.90	50.00	314.90
9784	Vernon Avenue	Residential	206.40	50.00	256.40
9803	Vernon Avenue	Residential	107.53	50.00	157.53
9863	Vernon Avenue	Residential	200.53	50.00	250.53
9912	Vernon Avenue	Residential	198.36	50.00	248.36
5164	Village Drive	Residential	280.23	50.00	330.23
5174	Village Drive	Residential	142.06	50.00	192.06
			\$48,396.70	\$12,050.00	\$60,446.70

AGENDA REPORT

SUBJECT: CONSIDER ADOPTION OF RESOLUTION NO. 12-2971 SUPERSEDING AND CORRECTING RESOLUTION NO. 11-2905, WHICH ESTABLISHED AN APPROPRIATIONS LIMIT FOR FISCAL YEAR 2011-12 PURSUANT TO ARTICLE 13-B OF THE CALIFORNIA CONSTITUTION AND SECTION 7910 OF THE GOVERNMENT CODE	DATE: November 19, 2012 SECTION: RESOLUTIONS ITEM NO.: 2 FILE I.D.: FIN225 DEPT.: ADMIN. SVCS.
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REASON FOR CONSIDERATION: The City Council is requested to consider adoption of Resolution No. 12-2971 superceding and correcting Resolution No. 11-2905, which established an appropriations limit for Fiscal Year 2011-12.

A copy of proposed Resolution No. 12-2971 is attached for the City Council's review and consideration.

BACKGROUND: Government Code Section 7910 requires a city council to establish, by resolution, the city's appropriations limit (Gann Spending Limit) for the following fiscal year pursuant to Article 13-B of the California Constitution. The limit, which restricts the amount of tax revenues that can be spent during the year, is based upon the limit for the preceding year as adjusted for changes in population and in the cost of living.

The passage of Proposition 111 in June 1990 requires each city to choose either the percentage change in population within its jurisdiction as its change-in-population factor or the percentage change in population within the county in which it is located. Cities must also now select either the percentage change in California's per capita personal income or the percentage change in the local assessment roll attributable to nonresidential new construction as its change in cost-of-living factor.

The City Council previously adopted Resolution No. 11-2903 approving the change in population in the City of Montclair during 2010 as the change-in-population factor to be used in calculating the Fiscal Year 2011-12 appropriations limit. The Council also adopted Resolution No. 11-2904 establishing the change in California per capita personal income during Fiscal Year 2009-10 as the final change in the cost-of-living factor for Fiscal Year 2009-10 for use in calculating the final appropriations limit for Fiscal Year 2010-11. Concurrently, the Council provisionally selected the change in California per capita personal income during 2010 as the change in cost-of-living factor for Fiscal Year 2010-11 for use in calculating the appropriations limit for Fiscal Year 2011-12. The Council was requested to consider selecting the change in California per capita personal income because the appropriations limit must be adopted prior to the beginning of the fiscal year and information necessary for selecting the change in the local assessment roll attributable to nonresidential new construction for Fiscal Year 2010-11 is currently unavailable.

Prepared by:

Michael P. Py...

Reviewed and Approved by:

[Signature]

Proofed by:

Gronne L. Smith

Presented by:

The change in population within San Bernardino County during 2010 was 1.71 percent. The change in Montclair nonresidential new construction during Fiscal Year 2009-10 was 7.2144 percent. The change in California per capita personal income during 2010 was 2.51 percent. Based on these adjustment factors, the City's appropriations limit for Fiscal Year 2011-12 was \$292,377,259 as written in the June 20, 2011 agenda report on this item but incorrectly listed in Resolution No. 11-2905. Resolution No. 12-2971 correctly lists this amount.

FISCAL IMPACT: The City would be authorized to spend all tax revenues received up to \$292,377,259 should the City Council adopt proposed Resolution No. 12-2971.

RECOMMENDATION: Staff recommends the City Council adopt Resolution No. 12-2971 correcting Resolution No. 11-2905, which established an appropriations limit for Fiscal Year 2011-12 pursuant to Article 13-B of the California Constitution and Section 7910 of the Government Code.

RESOLUTION NO. 12-2971

**A RESOLUTION OF THE CITY COUNCIL
OF THE CITY OF MONTCLAIR ESTABLISHING
AN APPROPRIATIONS LIMIT FOR FISCAL
YEAR 2011-12 PURSUANT TO ARTICLE 13-B
OF THE CALIFORNIA CONSTITUTION AND
SECTION 7910 OF THE GOVERNMENT CODE**

WHEREAS, Article 13-B of the California Constitution limits the appropriations budget of a local government, which is financed by taxes to the appropriations limit (Gann Spending Limit) of the prior fiscal year as adjusted by the change in population and the change in cost of living; and

WHEREAS, Government Code Section 7910 requires that the governing body of each local jurisdiction shall, by resolution, annually establish its appropriations limit for the following fiscal year pursuant to Article 13-B of the California Constitution; and

WHEREAS, at a meeting held on June 20, 2011, the City Council selected the change in cost of living and change in population factors to be used in determining the appropriations limit for Fiscal Year 2011-12; and

WHEREAS, the City of Montclair has determined that said appropriations limit for Fiscal Year 2011-12 is \$292,377,259, and documentation supporting calculation of the limit is available to the public as required by Government Code Section 7910.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Montclair hereby establishes an appropriations limit in the amount of \$292,377,259 for Fiscal Year 2011-12 pursuant to Article 13-B of the Constitution of the State of California and Government Code Section 7910.

BE IT FURTHER RESOLVED that said appropriations limit herein established may be changed as deemed necessary by Resolution of the City Council.

APPROVED AND ADOPTED this XX day of XX, 2012.

Mayor

ATTEST:

Deputy City Clerk

I, Yvonne L. Smith, Deputy City Clerk of the City of Montclair, DO HEREBY CERTIFY that Resolution No. 12-2971 was duly adopted by the City Council of said city and was approved by the Mayor of said city at a regular meeting of said City Council held on the XX day of XX, 2012, and that it was adopted by the following vote, to-wit:

AYES: XX
NOES: XX
ABSTAIN: XX
ABSENT: XX

Yvonne L. Smith
Deputy City Clerk

AGENDA REPORT

SUBJECT: CONSIDER ADOPTION OF RESOLUTION NO. 12-2972 RESCINDING RESOLUTION NO. 11-2902 DESIGNATING RESTRICTED PARKING ON PUBLIC STREETS AND ALLEYS	DATE: November 19, 2012 SECTION: RESOLUTIONS ITEM NO.: 3 FILE I.D.: PKG275 DEPT.: PUBLIC WORKS
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REASON FOR CONSIDERATION: Staff is requesting the City Council consider adoption of Resolution No. 12-2972 designating restricted parking on public streets and alleys. Proposed Resolution No. 12-2972 incorporates changes recommended by staff and the Public Works Committee and is attached hereto for the City Council's review and consideration.

BACKGROUND: Requests from the public as well as recommendations from the Public Works Committee have been incorporated into proposed Resolution No. 12-2972. The changes proposed are as follows:

- Restrict street parking Monday, 7:00 a.m. to 2:00 p.m. on Howard Street between Monte Vista Avenue and Central Avenue.
- Restrict street parking Wednesday, 7:00 a.m. to 2:00 p.m. on Lehigh Avenue from Kimberley Avenue north to its terminus.
- Restrict street parking at any time Monte Vista Avenue West side between State Street and Mission Blvd.
- Restrict street parking Thursday, 7:00 a.m. to 2:00 p.m. on Rosewood Avenue between Monte Vista Avenue and Fremont Avenue.
- Restrict street parking by permit parking only on Palo Verde Street north side from Central Avenue to Carrillo Avenue

If approved, all affected property owners would be notified about the parking restrictions before the signs would be installed.

FISCAL IMPACT: The cost to purchase signs, posts, and hardware to implement the changes recommended in proposed Resolution No. 12-2972 is approximately \$500. Funds for the recommended changes are available in the Public Works Fiscal Year 2012-13 Budget.

RECOMMENDATION: Staff recommends the City Council adopt Resolution No. 12-2972 rescinding Resolution No. 11-2902 designating restricted parking on public streets and alleys.

Prepared by: _____

Proofed by: _____

Reviewed and
Approved by: _____

Presented by: _____

RESOLUTION NO. 12-2972

**A RESOLUTION OF THE CITY COUNCIL
OF THE CITY OF MONTCLAIR RELATED
TO RESTRICTED PARKING ON PUBLIC
STREETS AND ALLEYS**

WHEREAS, the State of California provides, under Division 11, Chapter 9, Section 22507 of the Vehicle Code, that the City may adopt regulations by resolution or ordinance; and

WHEREAS, Section 8.16.010 of the Montclair Municipal Code provides that parking restrictions may be adopted by Resolution; and

WHEREAS, parking restrictions that were adopted by the City Council's adoption of Resolution No. 11-2902 are being rescinded by the adoption of this Resolution to incorporate all restricted parking on public streets in one Resolution; and

WHEREAS, an exemption from these parking restrictions may be granted by the Public Works Superintendent on one or more of the following grounds:

- ✓ A residence that has alley access only to the garage (and residents are unable to park in the garage) or has no garage;
- ✓ A residence that has alley access only to the garage (the size of which can only accommodate two or fewer vehicles) at which two or more vehicles are registered;
- ✓ A residence at which a family member with a physical disability resides and such resident possesses a State of California Department of Motor Vehicles Disabled Person Parking placard and/or license plate;
- ✓ Any other situation that would demonstrate a hardship created by the posting of restricted parking signs as determined by the Public Works Superintendent; and

WHEREAS, execution of an agreement with the City would be required for any resident issued the parking exemption. The agreement will require that the resident be responsible for clearing the gutter in front of his/her home.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Montclair does hereby rescind Resolution No. 11-2902 and adopt the following parking restriction districts in conformance with Section 8.16.010 of the Montclair Municipal Code:

<i>Street</i>	<i>Hours Parking Restricted</i>
Ada Avenue from Monte Verde Street to its terminus north of Clair Street	Monday 7:00 a.m. to 2:00 p.m.

Ada Avenue West side from
State Street to Mission Blvd.

Monday
7:00 a.m. to 2:00 p.m.

Alamitos Street between Norton
and Amherst Avenues

Wednesday
7:00 a.m. to 2:00 p.m.

Alamitos Street between Camulos
and Felipe Avenues

Wednesday
7:00 a.m. to 2:00 p.m.

Alamitos Street between Camulos
and Felipe Avenues

During school sessions,
except by permit
7:00 a.m. to 4:00 p.m.

Alamitos Street between Rose
and Saratoga Avenues

Thursday
7:00 a.m. to 2:00 p.m.

Alamitos Street from Del Mar Avenue
west to its terminus

Thursday
7:00 a.m. to 2:00 p.m.

Allesandro Street between Ramona
and Felipe Avenues

Tuesday
7:00 a.m. to 2:00 p.m.

Amherst Avenue between San Bernardino
and Alamitos Streets

Wednesday
7:00 a.m. to 2:00 p.m.

Amherst Avenue between Benito
and Rudisill Streets

Wednesday
7:00 a.m. to 2:00 p.m.

Amherst Avenue from Clair Street
north to its terminus

Monday
7:00 a.m. to 2:00 p.m.

Amherst Avenue between
Fauna and Evert Streets

Monday
7:00 a.m. to 2:00 p.m.

Amherst Avenue west side between Kingsley
Street and Holt Boulevard

Monday
7:00 a.m. to 2:00 p.m.

Amherst Avenue east side between Kingsley
Street and Holt Boulevard

Tuesday
7:00 a.m. to 2:00 p.m.

Amherst Avenue west side between
alleyway at 10440 Amherst Avenue
and 175 feet to the south

Permit parking only

Amherst Avenue west side between
Holt Boulevard and 185 feet to the north

2:00 a.m. to 6:00 a.m.

Armsley Street from Columbine
Avenue east to its terminus

Tuesday
7:00 a.m. to 2:00 p.m.

Armsley Street between
Vernon and Del Mar Avenues

Tuesday
7:00 a.m. to 2:00 p.m.

Arrow Highway on the north side between Central Avenue and the San Antonio Channel	At any time
Arrow Highway on the south side 250 feet east of Rose Avenue to Vernon Avenue	No parking any time
Bandera Street from Amherst Avenue west to its terminus	Monday 7:00 a.m. to 2:00 p.m.
Bandera Street between Lehigh and Monte Vista Avenues	Monday 7:00 a.m. to 2:00 p.m.
Bandera Street on the north side between Lehigh and Monte Vista Avenues	Monday 7:00 a.m. to 2:00 p.m.
Bandera Street, on the south side between Lehigh and Monte Vista Avenues	Tuesday 7:00 a.m. to 2:00 p.m.
Bandera Street on the south side from 4379 to 4395 Bandera Street	Permit parking only
Bandera Street on the south side from 4594 to 4773 Bandera Street	Permit parking only
Bandera Street on the north side between Monte Vista and Central Avenues	Monday 7:00 a.m. to 2:00 p.m.
Bandera Street on the south side between Monte Vista Avenue and a point 600 feet west of Central Avenue	Monday 7:00 a.m. to 2:00 p.m.
Bandera Street from Benson Avenue west to its terminus	Monday 7:00 a.m. to 2:00 p.m.
Bel Air Avenue between Caroline and Deodar Streets	Tuesday 7:00 a.m. to 2:00 p.m.
Bel Air Avenue between Cambridge and San Bernardino Streets	Tuesday 7:00 a.m. to 2:00 p.m.
Bel Air Avenue from Benito Street north to its terminus	Thursday 7:00 a.m. to 2:00 p.m.
Bel Air Avenue between Benito and Orchard Streets	Monday 7:00 a.m. to 2:00 p.m.

Bel Air Avenue between Orchard and Kingsley Streets

Monday
7:00 a.m. to 2:00 p.m.

Benito Street between Mills and Ramona Avenues

Wednesday
7:00 a.m. to 2:00 p.m.

Benito Street on the south side between Camulos and Ramona Avenues

Monday through Friday
7:00 a.m. to 4:00 p.m.,
except by permit

Benito Street on the south side between Ramona and Camulos Avenues

Wednesday
7:00 a.m. to 2:00 p.m.

Benito Street on the south side between Camulos and Helena Avenues

No stopping any time

Benito Street on the north side between Ramona and Monte Vista Avenues

7:00 a.m. to 4:00 p.m.
during school sessions, 1-hour
parking except by permit

Benito Street on the south side between Helena Avenue and 190 feet east

Bus loading zone

Benito Street on the south side from a point 190 feet east of Helena Avenue east to a point 650 feet west of the centerline of Monte Vista Avenue

7:00 a.m. to 4:00 p.m.
During school sessions,
20-minute parking except by
permit

Benito Street on the south side from a point 650 feet west of the centerline of Monte Vista Avenue to Helena Avenue

7:00 a.m. to 4:00 p.m.
during school sessions,
except by permit

Benito Street on the south side from Monte Vista Avenue to a point 200 feet west of Greenwood Avenue

Thursday
7:00 a.m. to 2:00 p.m.

Benito Street between Monte Vista and Fremont Avenues

Thursday
7:00 a.m. to 2:00 p.m.

Benito Street on the south side from Central Avenue to a point 200 feet west of Poulsen Avenue

Thursday
7:00 a.m. to 2:00 p.m.

Benito Street on the north side between Central and Benson Avenues

Thursday
7:00 a.m. to 2:00 p.m.

Benito Street on the south side between Central and Vernon Avenues

Thursday
7:00 a.m. to 2:00 p.m.

Benito Street on the south side between Vernon and Bel Air Avenues

Thursday
7:00 a.m. to 2:00 p.m.

Benito Street on the south side
between Bel Air and Benson Avenues

Monday
7:00 a.m. to 2:00 p.m.

Benson Avenue on the west side
between San José and Palo Verde Streets

Tuesday
7:00 a.m. to 2:00 p.m.

Benson Avenue on the west side
between Palo Verde and
San Bernardino Streets

Tuesday
7:00 a.m. to 2:00 p.m.

Benson Avenue on the west side
between San Bernardino and
Benito Streets

Thursday
7:00 a.m. to 2:00 p.m.

9810 Benson Avenue

Permit parking only

9818 Benson Avenue

Permit parking only

Benson Avenue on the west side
between Benito and Orchard Streets

Monday
7:00 a.m. to 2:00 p.m.

Benson Avenue on the west side
between Orchard and Kingsley Streets

Monday
7:00 a.m. to 2:00 p.m.

Benson Avenue on the west side
between Kingsley Street and
Holt Boulevard

Monday
7:00 a.m. to 2:00 p.m.

Benson Avenue on the west side
between Holt Boulevard and the
Southern Pacific Railroad tracks

Daily
9:00 p.m. to 7:00 a.m.

Berkeley Street between Pradera
and Norton Avenues

Wednesday
7:00 a.m. to 2:00 p.m.

Berkeley Street between Norton
and Kimberly Avenues

Wednesday
7:00 a.m. to 2:00 p.m.

Berkeley Street from Felipe Avenue
west to its terminus

7:00 a.m. to 4:00 p.m.
during school sessions,
except by permit

Berkeley Street from Felipe Avenue
west to its terminus

Wednesday
7:00 a.m. to 2:00 p.m.

Berkeley Street between Helena
and Greenwood Avenues

Wednesday
7:00 a.m. 2:00 p.m.

Berkeley Street between Helena
and Greenwood Avenues

7:00 a.m. to 4:00 p.m.
during school sessions,
except by permit

Berkeley Street between Rose and Saratoga Avenues

Thursday
7:00 a.m. to 2:00 p.m.

Berkeley Street between Bel Air and Del Mar Avenues

Thursday
7:00 a.m. to 2:00 p.m.

Big Sky Avenue from Grand Avenue north to its terminus

Monday
7:00 a.m. to 2:00 p.m.

Bolton Avenue from Harvard Street north to its terminus

Wednesday
7:00 a.m. to 2:00 p.m.

Bolton Avenue between Rosewood and Berkeley Streets

Wednesday
7:00 a.m. 2:00 p.m.

Bolton Avenue between Rosewood and Berkeley Streets

7:00 a.m. to 4:00 p.m.
during school sessions,
except by permit

Bolton Avenue between Fauna and Flora Streets

Thursday
7:00 a.m. to 2:00 p.m.

Bonnie Brae Street between Mills and Felipe Avenues

Wednesday
7:00 a.m. to 2:00 p.m.

Bonnie Brae Street between Columbine and Vernon Avenues

Tuesday
7:00 a.m. to 2:00 p.m.

Bonnie Brae Street between Vernon and Del Mar Avenues

Tuesday
7:00 a.m. to 2:00 p.m.

4570 Brooks Street

At any time

4650 Brooks Street

No parking
Vehicles over 10,000 GVW

4660 Brooks Street

No parking
Vehicles over 10,000 GVW

4664 Brooks Street

No parking
Vehicles over 10,000 GVW

Brooks Street on the south side from Monte Vista Avenue west to a point 895 feet west of Monte Vista Avenue

No parking
Vehicles over 10,000 GVW

Brooks Street on the south side from Ramona Avenue to a point 480 feet east of Ramona Avenue

No parking
Vehicles over 10,000 GVW

Brooks Street between Rose and Benson Avenues	Daily 9:00 p.m. to 7:00 a.m.
Buckskin Avenue between Mane and Rawhide Streets	Monday 7:00 a.m. to 2:00 p.m.
Buckskin Avenue between Phillips Boulevard and Monte Verde Street	Monday 7:00 a.m. to 2:00 p.m.
Buckskin Avenue from Saddleback Street north to its terminus	Monday 7:00 a.m. to 2:00 p.m.
Butterfield Avenue from Phillips Boulevard north to its terminus	Monday 7:00 a.m. to 2:00 p.m.
Camarena Avenue between Rosewood and Benito Streets	Thursday 7:00 a.m. to 2:00 p.m.
Camarena Avenue between Fauna and Kingsley Streets	Monday 7:00 a.m. to 2:00 p.m.
Camarena Avenue between Bandera and Manzanita Streets	Monday 7:00 a.m. to 2:00 p.m.
Cambridge Street between Pradera and Ramona Avenues	Wednesday 7:00 a.m. to 2:00 p.m.
Cambridge Street from Surrey Avenue east to its terminus	Wednesday 7:00 a.m. to 2:00 p.m.
Cambridge Street from Del Mar Avenue to its terminus west of Vernon Avenue	Tuesday 7:00 a.m. to 2:00 p.m.
Camulos Avenue between Arrow Highway and Oakdale Street	Tuesday 7:00 a.m. to 2:00 p.m.
Camulos Avenue between Allesandro and Moreno Streets	Tuesday 7:00 a.m. to 2:00 p.m.
Camulos Avenue from San Jose Street north to its terminus	Tuesday 7:00 a.m. to 2:00 p.m.
Camulos Avenue between La Deney and Hawthorne Streets	Wednesday 7:00 a.m. to 2:00 p.m.
Camulos Avenue from Bonnie Brae Street north to its terminus	Wednesday 7:00 a.m. to 2:00 p.m.
Camulos Avenue between Palo Verde and Harvard Streets	Wednesday 7:00 a.m. to 2:00 p.m.

Camulos Avenue between Rosewood and Benito Streets

Wednesday
7:00 a.m. to 2:00 p.m.

Camulos Avenue between Alamitos and Benito Streets

7:00 a.m. to 4:00 p.m.
during school sessions,
except by permit

Camulos Avenue on the west side between Benito and Orchard Streets

Wednesday
7:00 a.m. to 2:00 p.m.

Camulos Avenue on the west side between Benito and Orchard Streets

7:00 a.m. to 4:00 p.m.
during school sessions,
except by permit

Camulos Avenue between Orchard and Kingsley Streets

Thursday
7:00 a.m. to 2:00 p.m.

Canary Court from Ramona Avenue east and then north to its terminus

Monday
7:00 a.m. to 2:00 p.m.

Canoga Street on the north side between Ramona and Monte Vista Avenues

Tuesday
7:00 a.m. to 2:00 p.m.

Canoga Street on the south side between Ramona and Monte Vista Avenues

Monday
7:00 a.m. to 2:00 p.m.

Canoga Street between Fremont and Monte Vista Avenues

Monday
7:00 a.m. to 2:00 p.m.

Canoga Street from Marion Avenue east to its terminus

Monday
7:00 a.m. to 2:00 p.m.

Carlton Street from Monte Vista Avenue east to its terminus

Monday
7:00 a.m. to 2:00 p.m.

Caroline Street between Bel Air Avenue to its terminus east of Del Mar Avenue

Tuesday
7:00 a.m. to 2:00 p.m.

Carriage Avenue from Grand Avenue north to its terminus

Monday
7:00 a.m. to 2:00 p.m.

Carriage Avenue on the west side between Phillips Boulevard and Ramona Place

Monday
7:00 a.m. to 2:00 p.m.

Carriage Avenue between Rawhide Street and Mission Boulevard

Monday
7:00 a.m. to 2:00 p.m.

Carrillo Avenue between El Morado and Orchard Streets

Thursday
7:00 a.m. to 2:00 p.m.

Carrillo Avenue from Palo Verde Street north to its terminus

Tuesday
7:00 a.m. to 2:00 p.m.

Carrillo Avenue on the west side to its terminus north of Palo Verde Street

Monday through Sunday
7:00 a.m. to 5:00 p.m.

Carrillo Avenue from Saddleback north to its terminus

Monday
7:00 a.m. to 2:00 p.m.

Carrillo Avenue from Saddleback south to its terminus

Monday
7:00 a.m. to 2:00 p.m.

Carrillo Avenue between San Bernardino and Palo Verde Streets

Tuesday
7:00 a.m. to 2:00 p.m.

Central Avenue on the west side between the north City Limits and Arrow Hwy.

At any time

Central Avenue on the east side between the north City Limits and San Bernardino Street

No stopping any time

Central Avenue on the west side between Arrow Highway and Palo Verde Street

No stopping any time

Central Avenue between Benito and Orchard Streets

Thursday
7:00 a.m. to 2:00 p.m.

Central Avenue on the west side between San Bernardino and Benito Streets

At any time

Central Avenue on the east side between San Bernardino and Benito Streets

Thursday
7:00 a.m. to 2:00 p.m.

Central Avenue on the west side between Kingsley and Orchard Streets

At any time

Central Avenue service road from its beginning to its terminus

At any time

Central Avenue on the west side from Howard Street to a point 420 feet north

At any time

Clair Street from Kimberly Avenue to its terminus west of Essex Avenue

Monday
7:00 a.m. to 2:00 p.m.

Clair Street between Marion and Ada Avenues	Monday 7:00 a.m. to 2:00 p.m.
Clair Street between Whitewater and Coalinga Avenues	Monday 7:00 a.m. to 2:00 p.m.
Coalinga Avenue between Rosewood and Benito Streets	Thursday 7:00 a.m. to 2:00 p.m.
Coalinga Avenue between Fauna and Kingsley Streets	Monday 7:00 a.m. to 2:00 p.m.
College Avenue from Howard Street to a point 650 feet south	Monday 7:00 a.m. to 2:00 p.m.
Columbine Avenue between La Deney and Bonnie Brae Streets	Tuesday 7:00 a.m. to 2:00 p.m.
Columbine Avenue between Rosewood and Benito Streets	Thursday 7:00 a.m. to 2:00 p.m.
Columbine Avenue between Granada and Rudisill Streets	Thursday 7:00 a.m. to 2:00 p.m.
Columbine Avenue between Fauna and Evert Streets	Monday 7:00 a.m. to 2:00 p.m.
Deer Creek Avenue between Grand Avenue north and Grand Avenue south	Monday 7:00 a.m. to 2:00 p.m.
Del Mar Avenue between Caroline and San Jose Streets	Tuesday 7:00 a.m. to 2:00 p.m.
Del Mar Avenue between San Jose and Palo Verde Streets	Tuesday 7:00 a.m. to 2:00 p.m.
Del Mar Avenue between Yale and Cambridge Streets	Tuesday 7:00 a.m. to 2:00 p.m.
Del Mar Avenue from Benito Street north to its terminus	Thursday 7:00 a.m. to 2:00 p.m.
Del Mar Avenue between Benito and Orchard Streets	Monday 7:00 a.m. to 2:00 p.m.
Del Mar Avenue between Orchard and Kingsley Streets	Monday 7:00 a.m. to 2:00 p.m.
Denver Street between Pradera and Amherst Avenues	Wednesday 7:00 a.m. to 2:00 p.m.

Denver Street between Ramona Avenue west to its terminus	Wednesday 7:00 a.m. to 2:00 p.m.
Denver Street from Camulos Avenue west to its terminus	Wednesday 7:00 a.m. to 2:00 p.m.
Denver Street from Camulos Avenue west to its terminus	7:00 a.m. to 4:00 p.m. during school sessions, except by permit
Denver Street between Greenwood and Monte Vista Avenues	Thursday 7:00 a.m. to 2:00 p.m.
Denver Street between Greenwood and Monte Vista Avenues	7:00 a.m. to 4:00 p.m. during school sessions, except by permit
Denver Street from Monte Vista Avenue east to its terminus	Thursday 7:00 a.m. to 2:00 p.m.
Denver Street between Rose and Columbine Avenues	Thursday 7:00 a.m. to 2:00 p.m.
Denver Street between Bel Air and Del Mar Avenues	Monday 7:00 a.m. to 2:00 p.m.
Deodar Street between its terminus west of Columbine Avenue to its terminus east of Del Mar Avenue	Tuesday 7:00 a.m. to 2:00 p.m.
El Morado Street from Ramona Avenue west to its terminus	Wednesday 7:00 a.m. to 2:00 p.m.
El Morado Street from Camulos Avenue west to its terminus	Wednesday 7:00 a.m. to 2:00 p.m.
El Morado Street from Camulos Avenue west to its terminus	7:00 a.m. to 4:00 p.m. during school sessions, except by permit
El Morado Street between Tudor and Monte Vista Avenues	Thursday 7:00 a.m. to 2:00 p.m.
El Morado Street between Marion and Central Avenues	Thursday 7:00 a.m. to 2:00 p.m.
El Morado Street between Rose and Vernon Avenues	Thursday 7:00 a.m. to 2:00 p.m.
Essex Avenue between Howard and Clair Streets	Monday 7:00 a.m. to 2:00 p.m.

Evart Street between Mills
and Pradera Avenues

Monday
7:00 a.m. to 2:00 p.m.

Evart Street on the north side between
Amherst and Pradera Avenues

Daily
12:00 a.m. to 5:00 a.m.
Monday
7:00 a.m. to 2:00 p.m.

Evart Street on the south side between
Pradera and Amherst Avenues

Monday
7:00 a.m. to 2:00 p.m.

Evart Street from Ramona Avenue
east to its terminus

Monday
7:00 a.m. to 2:00 p.m.

Evart Street between Felipe and
Tudor Avenues

Thursday
7:00 a.m. to 2:00 p.m.

Evart Street from Coalinga Avenue
east to its terminus

Monday
7:00 a.m. to 2:00 p.m.

Evart Street from Marion Avenue
east to its terminus

Monday
7:00 a.m. to 2:00 p.m.

Evart Street from
Rose Avenue east to its terminus

Monday
7:00 a.m. to 2:00 p.m.

Evart Street between
Saratoga and Columbine Avenues

Monday
7:00 a.m. to 2:00 p.m.

Exeter Avenue between
Palo Verde and La Deney Streets

Tuesday
7:00 a.m. to 2:00 p.m.

Exeter Avenue between
Princeton and San Bernardino Streets

Tuesday
7:00 a.m. to 2:00 p.m.

Fauna Street between
Oak Glen and Amherst Avenues

Monday
7:00 a.m. to 2:00 p.m.

Fauna Street between Lehigh
and Kimberly Avenues

Monday
7:00 a.m. to 2:00 p.m.

Fauna Street between Felipe and
Tudor Avenues

Thursday
7:00 a.m. to 2:00 p.m.

Fauna Street from Tudor Avenue
east to its terminus

Thursday
7:00 a.m. to 2:00 p.m.

Fauna Street from Monte Vista Avenue
to its terminus east of Coalinga Avenue

Monday
7:00 a.m. to 2:00 p.m.

Fauna Street between Coalinga and
Geneva Avenues

Monday
7:00 a.m. to 2:00 p.m.

Fauna Street from Marion Avenue
east to its terminus

Monday
7:00 a.m. to 2:00 p.m.

Fauna Street from west of
Saratoga Avenue to Vernon Avenue

Monday
7:00 a.m. to 2:00 p.m.

Felipe Avenue from Oakdale Street
north to its terminus

Tuesday
7:00 a.m. to 2:00 p.m.

Felipe Avenue between Moreno
and Allesandro Streets

Tuesday
7:00 a.m. to 2:00 p.m.

Felipe Avenue from San Jose Street
south to its terminus

Wednesday
7:00 a.m. to 2:00 p.m.

Felipe Avenue from Bonnie Brae
Street north to its terminus

Wednesday
7:00 a.m. to 2:00 p.m.

Felipe Avenue between Rosewood
and Benito Streets

Wednesday
7:00 a.m. to 2:00 p.m.

Felipe Avenue between Rosewood
and Benito Streets

7:00 a.m. to 4:00 p.m.
during school sessions,
except by permit

Felipe Avenue between Orchard
and Kingsley Streets

Thursday
7:00 a.m. to 2:00 p.m.

Felipe Avenue from Bandera Street
south to its terminus

Monday
7:00 a.m. to 2:00 p.m.

Flora Street between Pradera
and Amherst Avenues

Monday
7:00 a.m. to 2:00 p.m.

Flora Street from Ramona Avenue
east to its terminus

Monday
7:00 a.m. to 2:00 p.m.

Flora Street between Felipe and
Tudor Avenues

Thursday
7:00 a.m. to 2:00 p.m.

Flora Street between Greenwood
and Monte Vista Avenues

Thursday
7:00 a.m. to 2:00 p.m.

Flora Street between Monte Vista
and Camarena Avenues

Monday
7:00 a.m. to 2:00 p.m.

Flora Street from Coalinga Avenue
east to its terminus

Monday
7:00 a.m. to 2:00 p.m.

Flora Street from Fremont Avenue
west to its terminus

Monday
7:00 a.m. to 2:00 p.m.

Flora Street from Poulsen Avenue
west to its terminus

Monday
7:00 a.m. to 2:00 p.m.

Flora Street from Rose Avenue
east to its terminus

Monday
7:00 a.m. to 2:00 p.m.

Fremont Avenue on the east side from
Howard Street to a point 120 feet
south of Saddleback Street

Monday
7:00 a.m. to 2:00 p.m.

Fremont Avenue on the west side from
Howard Street to a point 120 feet
south of Grand Avenue

Monday
7:00 a.m. to 2:00 p.m.

Fremont Avenue between Mission
Boulevard and Howard Street

Monday
7:00 a.m. to 2:00 p.m.

Fremont Avenue on the east side
between Moreno and Olive Streets

At any time

Fremont Avenue on the west side
between Olive and Moreno Streets

Tuesday
7:00 a.m. to 2:00 p.m.

Fremont Avenue on the west
side between Palo Verde and
San Bernardino Streets

Thursday
7:00 a.m. to 2:00 p.m.

Fremont Avenue on the east side
between Palo Verde and
San Bernardino Streets

Tuesday
7:00 a.m. to 2:00 p.m.

Fremont Avenue on the east side
from Palo Verde Street south to
9633 Fremont Avenue

Permit parking only

Fremont Avenue on the west side
between Benito and San Bernardino
Streets

Thursday
7:00 a.m. to 2:00 p.m.

Fremont Avenue on the east side
between Benito and San Bernardino
Streets

Tuesday
7:00 a.m. to 2:00 p.m.

Fremont Avenue between Benito and
Orchard Streets

Thursday
7:00 a.m. to 2:00 p.m.

Fremont Avenue between Orchard
and Kingsley Streets

Monday
7:00 a.m. to 2:00 p.m.

Fremont Avenue between Bandera and
Kingsley Streets

Monday
7:00 a.m. to 2:00 p.m.

Galena Avenue between Rosewood and Benito Streets

Wednesday
7:00 a.m. to 2:00 p.m.

Galena Avenue between Rosewood and Benito Streets

7:00 a.m. to 4:00 p.m.
during school sessions,
except by permit

Galena Avenue from Fauna Street north to its terminus

Thursday
7:00 a.m. to 2:00 p.m.

Geneva Avenue between Olive and Highland Streets

Tuesday
7:00 a.m. to 2:00 p.m.

Geneva Avenue between Rosewood and Benito Streets

Thursday
7:00 a.m. to 2:00 p.m.

Geneva Avenue between Benito and Rudisill Streets

Thursday
7:00 a.m. to 2:00 p.m.

Geneva Avenue between Fauna and Orchard Streets

Monday
7:00 a.m. to 2:00 p.m.

Granada Street from Pradera Avenue east to its terminus

Wednesday
7:00 a.m. to 2:00 p.m.

Granada Street from Ramona Avenue west to its terminus

Wednesday
7:00 a.m. to 2:00 p.m.

Granada Street from Monte Vista Avenue east to its terminus

Thursday
7:00 a.m. to 2:00 p.m.

Granada Street between Rose and Columbine Avenues

Thursday
7:00 a.m. to 2:00 p.m.

Granada Street between Santa Anita and Del Mar Avenues

Monday
7:00 a.m. to 2:00 p.m.

Grand Avenue between Deer Creek and Fremont Avenues

Monday
7:00 a.m. to 2:00 p.m.

Grand Avenue between Monte Vista and Deer Creek Avenues

Monday
7:00 a.m. to 2:00 p.m.

Grand Avenue north side from Ramona Avenue to a point 130 feet east of Carriage Avenue

Monday
7:00 a.m. to 2:00 p.m.

Grand Avenue on the south side from Ramona Avenue east to 4641 Grand Avenue

Monday
7:00 a.m. to 2:00 p.m.

Greenwood Avenue from Harvard Street north to its terminus

Wednesday
7:00 a.m. to 2:00 p.m.

Greenwood Avenue between Rosewood and Benito Streets

Wednesday
7:00 a.m. 2:00 p.m.

Greenwood Avenue between Rosewood and Benito Streets

7:00 a.m. to 4:00 p.m.
during school sessions,
except by permit

Greenwood Avenue between Benito and Denver Streets

Thursday
7:00 a.m. to 2:00 p.m.

Greenwood Avenue between Benito and Denver Streets

7:00 a.m. to 4:00 p.m.
during school sessions,
except by permit

Greenwood Avenue from Orchard Street north to its terminus

Thursday
7:00 a.m. to 2:00 p.m.

Greenwood Avenue between Fauna and Kingsley Streets

Thursday
7:00 a.m. to 2:00 p.m.

Greycliff Avenue from Grand Avenue north to its terminus

Monday
7:00 a.m. to 2:00 p.m.

Harvard Street between Pradera and Ramona Avenues

Wednesday
7:00 a.m. to 2:00 p.m.

Harvard Street between Ramona and Camulos Avenues

Wednesday
7:00 a.m. to 2:00 p.m.

Harvard Street between Helena and Monte Vista Avenues

Wednesday
7:00 a.m. to 2:00 p.m.

Harvard Street between Fremont and Poulsen Avenues

Tuesday
7:00 a.m. to 2:00 p.m.

Harvard Street from Exeter Avenue to its terminus east of Bel Air Avenue

Tuesday
7:00 a.m. to 2:00 p.m.

Hawthorne Street between Ramona and Camulos Avenues

Wednesday
7:00 a.m. to 2:00 p.m.

Hawthorne Street from Columbine Avenue east to its terminus

Tuesday
7:00 a.m. to 2:00 p.m.

Hawthorne Street between Vernon and Del Mar Avenues

Tuesday
7:00 a.m. to 2:00 p.m.

Helena Avenue from Moreno Street north to its terminus

Tuesday
7:00 a.m. to 2:00 p.m.

Helena Avenue between Palo Verde and San Bernardino Streets

Wednesday
7:00 a.m. to 2:00 p.m.

Helena Avenue between San Bernardino and Benito Streets

Wednesday
7:00 a.m. 2:00 p.m.

Helena Avenue between San Bernardino and Benito Streets

7:00 a.m. to 4:00 p.m. during school sessions, except by permit

Helena Avenue from Fauna Street north to its terminus

Thursday
7:00 a.m. to 2:00 p.m.

Helena Avenue on the west side between Kingsley and Bandera Streets

Monday
7:00 a.m. to 2:00 p.m.

Helena Avenue on the east side between Kingsley and Bandera Streets

Tuesday
7:00 a.m. to 2:00 p.m.

Helena Avenue between Bandera and Manzanita Streets

Monday
7:00 a.m. to 2:00 p.m.

Highland Street between Ramona and Helena Avenues

Tuesday
7:00 a.m. to 2:00 p.m.

Highland Street between Lindero and Geneva Avenues

Tuesday
7:00 a.m. to 2:00 p.m.

Highland Street from Surrey Avenue east to its terminus

Tuesday
7:00 a.m. to 2:00 p.m.

Holt Boulevard on the south side between Central and Rose Avenues

At any time

Holt Boulevard on the south side from 4997 Holt Boulevard east to Central Avenue

At any time

Holt Boulevard on the north side from Ramona Avenue to a point 650 feet east of Ramona Avenue

Monday
7:00 a.m. to 2:00 p.m.

Howard Elementary School
4650 Howard Street

School bus loading zone

Howard Street on the north side between Wesley and Essex Avenues

Monday
7:00 a.m. to 2:00 p.m.

Howard Street on the south side between
College Avenue to a point 440 feet east

No stopping
School bus loading zone

Howard Street on the north side from
Central Avenue to a point 110 feet west

At any time

Howard Street between Essex and
Ramona Avenues

Monday
7:00 a.m. to 2:00 p.m.

Howard Street between Monte Vista Ave. and
Central Avenues

Monday
7:00 a.m. to 2:00 p.m.

Howard Street on the north side from
Monte Vista Avenue to a point 200 feet
west of Stagecoach Avenue

Monday
7:00 a.m. to 2:00 p.m.

Howard Street on the south side between
Poulsen and Central Avenues

At any time

Howard Street on the south side
between Pipeline and College Avenues

Monday
7:00 a.m. to 2:00 p.m.

Howard Street north side from Ramona
Avenue east to 4580 Howard Street

Monday
7:00 a.m. to 2:00 p.m.

Howard Street on the south side
from Ramona Avenue east to
4695 Howard Street

Monday
7:00 a.m. to 2:00 p.m.

Huntington Drive on the south side
from Claremont Boulevard east to its
terminus

Tuesday
7:00 a.m. to 2:00 p.m.

James Place from Camulos Avenue
east to its terminus

Wednesday
7:00 a.m. to 2:00 p.m.

Kimberly Avenue from Clair Street
north to its terminus

Monday
7:00 a.m. to 2:00 p.m.

Kimberly Avenue between Fauna
and Kingsley Streets

Monday
7:00 a.m. to 2:00 p.m.

Kimberly Avenue from Howard
Street north to its terminus

Monday
7:00 a.m. to 2:00 p.m.

Kimberly Avenue west side between Kingsley
and Bandera Streets

Monday
7:00 a.m. to 2:00 p.m.

Kimberly Avenue east side between Kingsley
and Bandera Streets

Tuesday
7:00 a.m. to 2:00 p.m.

Kimberly Avenue from Brooks Street south to its terminus

No parking
2:00 a.m. to 6:00 a.m.

Kimberly Avenue between Mane and Merle Streets

Monday
7:00 a.m. to 2:00 p.m.

Kimberly Avenue between San Bernardino and Berkeley Streets

Wednesday
7:00 a.m. to 2:00 p.m.

Kingsley Street on the north side between Mills and Ramona Avenues

Wednesday
7:00 a.m. to 2:00 p.m.

Kingsley Street on the south side between Mills and Ramona Avenues

Monday
7:00 a.m. to 2:00 p.m.

Kingsley Street on the north side between Ramona and Felipe Avenues

Wednesday
7:00 a.m. to 2:00 p.m.

Kingsley Street on the north side between Felipe and Monte Vista Avenues

Thursday
7:00 a.m. to 2:00 p.m.

Kingsley Street on the south side between Ramona and Monte Vista Avenues

Monday
7:00 a.m. to 2:00 p.m.

Kingsley Street on south side between Ramona Avenue and 20 feet east

Disabled parking

Kingsley Street on the north side between Monte Vista and Central Avenues

Wednesday
7:00 a.m. to 2:00 p.m.

Kingsley Street on the south side between Monte Vista and Central Avenues

Monday
7:00 a.m. to 2:00 p.m.

Kingsley Street on the north side between Central and Benson Avenues

Wednesday
7:00 a.m. to 2:00 p.m.

Kingsley Street on the south side between Central and Benson Avenues

Monday
7:00 a.m. to 2:00 p.m.

Kingsley Elementary School
5625 Kingsley Street

School bus loading zone
Monday through Friday
6:30 a.m. to 8:30 a.m.

La Deney Street between Pradera and Ramona Avenues

Wednesday
7:00 a.m. to 2:00 p.m.

La Deney Street between Ramona and Camulos Avenues

Wednesday
7:00 a.m. to 2:00 p.m.

La Denev Street from Felipe Avenue
west to its terminus

Wednesday
7:00 a.m. to 2:00 p.m.

La Denev Street from
Rose Avenue to its terminus
east of Columbine Avenue

Tuesday
7:00 a.m. to 2:00 p.m.

La Denev Street between
Vernon and Del Mar Avenues

Tuesday
7:00 a.m. to 2:00 p.m.

Lehigh Avenue on the west side between
10404 and 10444 Lehigh Avenue

Permit parking only

Lehigh Avenue on the east side between
10421 and 10445 Lehigh Ave

Permit parking only

Lehigh Avenue from Kimberley
Avenue north to its terminus

Wednesday
7:00 a.m. to 2:00 p.m.

Lehigh Avenue between Fauna
and Kingsley Streets

Monday
7:00 a.m. to 2:00 p.m.

Lehigh Avenue west side between Kingsley
Street and Bandera Streets

Monday
7:00 a.m. to 2:00 p.m.

Lehigh Avenue west side from Bandera Street
south to its terminus

Monday
7:00 a.m. to 2:00 p.m.

Lehigh Avenue east side between Kingsley
and Bandera Streets

Tuesday
7:00 a.m. to 2:00 p.m.

Lehigh Avenue east side from Bandera Street
south to its terminus

Tuesday
7:00 a.m. to 2:00 p.m.

Lindero Avenue between Olive
and Moreno Streets

Tuesday
7:00 a.m. to 2:00 p.m.

Lindero Avenue between Rosewood
and Benito Streets

Thursday
7:00 a.m. to 2:00 p.m.

Lindero Avenue between Benito and
Orchard Streets

Thursday
7:00 a.m. to 2:00 p.m.

Mane Street between Monte Vista
and Stallion Avenues

Monday
7:00 a.m. to 2:00 p.m.

Mane Street from Ramona Avenue
east to its terminus

Monday
7:00 a.m. to 2:00 p.m.

Mane Street between San Pasqual
and Kimberly Avenues

Monday
7:00 a.m. to 2:00 p.m.

Mane Street from Stagecoach Avenue
west to its terminus

Monday
7:00 a.m. to 2:00 p.m.

Manzanita Street between Helena
and Tudor Avenues

Monday
7:00 a.m. to 2:00 p.m.

Manzanita Street between Monte Vista
and Camarena Avenues

Monday
7:00 a.m. to 2:00 p.m.

Marion Avenue between Harvard
and Palo Verde Streets

Tuesday
7:00 a.m. to 2:00 p.m.

Marion Avenue between El Morado
and Orchard Streets

Thursday
7:00 a.m. to 2:00 p.m.

Marion Avenue between Kingsley and
Bandera Streets

Monday
7:00 a.m. to 2:00 p.m.

Marion Avenue between Orchard
and Kingsley Streets

Monday
7:00 a.m. to 2:00 p.m.

Marion Avenue between Saddleback
and Clair Streets

Monday
7:00 a.m. to 2:00 p.m.

Merle Street between Fremont and
Central Avenues

Monday
7:00 a.m. to 2:00 p.m.

Merle Street between Fremont and
Poulsen Avenues

Monday
7:00 a.m. to 2:00 p.m.

Merle Street between San Pasqual
and Ramona Avenues

Monday
7:00 a.m. to 2:00 p.m.

Mills on the east side between
Moreno and San Jose Streets

Tuesday
7:00 a.m. to 2:00 p.m.

Mills Avenue on the east side between
San Jose and Bonnie Brae Streets

Wednesday
7:00 a.m. to 2:00 p.m.

Mills Avenue on the east side between
Palo Verde Street to a point 230 feet
south

At any time

Mills Avenue on the east side between
Palo Verde and San Bernardino Streets

Wednesday
7:00 a.m. to 2:00 p.m.

Mills Avenue on the west side between
San Bernardino Street to a point 650 feet
north

At any time

Mills Avenue on the east side between
San Bernardino and Benito Streets

Wednesday
7:00 a.m. to 2:00 p.m.

Mills Avenue on the east side between Benito and Orchard Streets

Wednesday
7:00 a.m. to 2:00 p.m.

Mills Avenue on the east side between Orchard and Kingsley Streets

Monday
7:00 a.m. to 2:00 p.m.

4780 Mission Boulevard

2-hour parking

4762 Mission Boulevard

2-hour parking

4923 Mission Boulevard

No parking any time

5111 Mission Boulevard

2-hour parking

5141 Mission Boulevard

2-hour parking

Mission Boulevard on the north side from Ada Street west to 5138 Mission Boulevard

No stopping any time

Mission Boulevard on the south side from Central Avenue west to 5141 Mission Boulevard

No stopping any time

Mission Boulevard on the north side from Fremont Avenue east through 5138 Mission Boulevard

2-hour parking

Mission Boulevard on the north side between Fremont and Monte Vista Avenues

No parking any time

Mission Boulevard on the south side from 4925 Mission Boulevard to Fremont Avenue

2-hour parking

Mission Boulevard on the north side from Monte Vista Avenue west through 4780 Mission Boulevard

No parking any time

Mission Boulevard on the north side between Pipeline and Silicon Avenues

2-hour parking

Mission Boulevard on the north side from Pipeline Avenue to the west City limit

No parking any time

Mission Boulevard on the north side from Ramona Avenue east to 4762 Mission Boulevard

No parking any time

Mission Boulevard on the north side from Ramona Avenue to 4284 Mission Boulevard

No parking any time

Mission Boulevard on the south side between Ramona and Monte Vista Avenues

No parking any time

Mission Boulevard on the north side from Silicon Avenue east through 4284 Mission Boulevard

2-hour parking

Mission Boulevard on the south side between the west City limit and Ramona Avenue

No parking any time

Monte Verde Street between Ada and Poulsen Avenues

Monday
7:00 a.m. to 2:00 p.m.

Monte Vista Avenue from Arrow Highway to a point 150 feet north of Richton Street

At any time

Monte Vista Avenue on the west side between Bandera Street and Holt Boulevard

At any time

Monte Vista Avenue from Benito Street to a point 220 feet north of Benito Street

Monday through Friday
7:00 a.m. to 6:00 p.m.

Monte Vista Avenue between Benito and Orchard Streets

Thursday
7:00 a.m. to 2:00 p.m.

Monte Verde Street from Buckskin Avenue west to its terminus

Monday
7:00 a.m. to 2:00 p.m.

Monte Vista Avenue on the west side from Harvard Street to a point 300 feet north

Wednesday
7:00 a.m. 2:00 p.m.

Monte Vista Avenue on the west side from the I-10 Freeway off ramp to a point 650 feet south

At any time

Monte Vista Avenue on the west side between Kingsley and Bandera Streets

Monday
7:00 a.m. to 2:00 p.m.

Monte Vista Avenue on the west side between Mission Boulevard and Howard Street

Monday
7:00 a.m. to 2:00 p.m.

Monte Vista Avenue on the east side from 11233 Monte Vista Avenue to a point 110 feet south of Grand Avenue

Monday
7:00 a.m. to 2:00 p.m.

Monte Vista Avenue on the east side between Moreno Street and Arrow Highway

At any time

Monte Vista Avenue between Moreno Street and the I-10 Freeway

No stopping any time

Monte Vista Avenue on the west side from Moreno Street to a point 100 feet north of Olive Street

Tuesday
7:00 a.m. to 2:00 p.m.

Monte Vista Avenue on the east side between Orchard and Kingsley Streets

Monday
7:00 a.m. to 2:00 p.m.

Monte Vista Avenue on the west side between Orchard and Kingsley Streets

Thursday
7:00 a.m. to 2:00 p.m.

Monte Vista Avenue on the east side from Orchard Street to a point 400 feet north

At any time

Monte Vista Avenue on the east side between San Bernardino and Benito Streets

Thursday
7:00 a.m. to 2:00 p.m.

Monte Vista Avenue on the west side between San Bernardino and Benito Streets

Wednesday
7:00 a.m. 2:00 p.m.

Monte Vista Avenue west side between State Street and Mission Boulevard

At any time

Moreno Street between Mills Avenue and the San Antonio Channel

Tuesday
7:00 a.m. to 2:00 p.m.

Moreno Street on the north side from Monte Vista Avenue to a point 100 feet west of Surrey Avenue

Tuesday
7:00 a.m. to 2:00 p.m.

Moreno Street on the north side between Lindero and Monte Vista Avenues

At any time

Moreno Street on the north side between Fremont Avenue to a point 100 feet west of Lindero Avenue

Tuesday
7:00 a.m. to 2:00 p.m.

Moreno Street on the north side
between Fremont and Central Avenues

No stopping any time

Moreno Street on the south side
between Monte Vista and Central
Avenues

No parking any time

Moreno Street on the north side
from Del Mar Avenue to a point
300 feet east of Vernon Avenue

Tuesday
7:00 a.m. to 2:00 p.m.

Norton Avenue between Alamitos
and Benito Streets

Wednesday
7:00 a.m. to 2:00 p.m.

Oak Glen Avenue between
Fauna and Evert Streets

Monday
7:00 a.m. to 2:00 p.m.

Oak Glen Avenue from Holt Boulevard
north to its terminus

Monday
7:00 a.m. to 2:00 p.m.

Oakdale Street from Ramona Avenue
to its terminus east of Felipe Avenue

Tuesday
7:00 a.m. 2:00 p.m.

Olive Street between Ramona and
Helena Avenues

Tuesday
7:00 a.m. 2:00 p.m.

Olive Street between Surrey and
Monte Vista Avenues

Tuesday
7:00 a.m. 2:00 p.m.

Olive Street on the north side from
Fremont Avenue west to its terminus

At any time

Olive Street on the south side from
Fremont Avenue west to its terminus

Tuesday
7:00 a.m. 2:00 p.m.

Olive Street between Central and
Vernon Avenues

Tuesday
7:00 a.m. 2:00 p.m.

Orchard Street on the north side between
Mills and Ramona Avenues

Wednesday
7:00 a.m. to 2:00 p.m.

Orchard Street on the south side between
Mills and Ramona Avenues

Monday
7:00 a.m. to 2:00 p.m.

Orchard Street on the north side between
Ramona and Camulos Avenues

Wednesday
7:00 a.m. to 2:00 p.m.

Orchard Street on the south side between
Ramona and Felipe Avenues

Monday
7:00 a.m. to 2:00 p.m.

Orchard Street on the north side from Monte Vista Avenue to a point 120 feet west of Tudor Avenue

Thursday
7:00 a.m. to 2:00 p.m.

Orchard Street on the south side between Tudor and Monte Vista Avenues

Thursday
7:00 a.m. to 2:00 p.m.

Orchard Street on the north side between Lindero and Monte Vista Avenues

At any time

Orchard Street on the north side from Fremont Avenue to a point 100 feet west of Lindero Avenue

Thursday
7:00 a.m. to 2:00 p.m.

Orchard Street on the north side between Fremont to Central Avenues

Thursday
7:00 a.m. to 2:00 p.m.

Orchard Street on the south side between Geneva and Monte Vista Avenues

7:00 a.m. to 4:00 p.m.
during school sessions
except by permit

Orchard Street on the south side between Monte Vista and Central Avenues

Monday
7:00 a.m. to 2:00 p.m.

Orchard Street on the north side between Central and Vernon Avenues

Thursday
7:00 a.m. to 2:00 p.m.

Orchard Street on the north side between Vernon and Bel Air Avenues

Thursday
7:00 a.m. to 2:00 p.m.

Orchard Street on the north side between Bel Air and Benson Avenues

Monday
7:00 a.m. 2:00 p.m.

Orchard Street on the south side between Central and Benson Avenues

Monday
7:00 a.m. to 2:00 p.m.

Palo Verde Street on the north side from Mills Avenue to a point 470 feet east

At any time

Palo Verde Street between Central and Benson Avenues

Wednesday
7:00 a.m. to 2:00 p.m.

Pipeline Avenue on the east side from Howard Street south to 11171 Pipeline Avenue

Monday
7:00 a.m. to 2:00 p.m.

Poulsen Avenue between Benito and Orchard Street

Thursday
7:00 a.m. to 2:00 p.m.

Poulsen Avenue between Clair and Howard Streets	Monday 7:00 a.m. to 2:00 p.m.
Poulsen Avenue between Clair and Monte Verde Streets	Monday 7:00 a.m. to 2:00 p.m.
Poulsen Avenue between Merle and Howard Streets	Monday 7:00 a.m. to 2:00 p.m.
Poulsen Avenue between Orchard and Kingsley Streets	Monday 7:00 a.m. to 2:00 p.m.
Poulsen Avenue between Yale and Harvard Streets	Tuesday 7:00 a.m. 2:00 p.m.
Pradera Avenue between La Denev and Bonnie Brae Streets	Wednesday 7:00 a.m. to 2:00 p.m.
Pradera Avenue from San Bernardino Court north to its terminus north of Cambridge Street	Wednesday 7:00 a.m. to 2:00 p.m.
Pradera Avenue between Berkeley and Benito Streets	Wednesday 7:00 a.m. to 2:00 p.m.
Pradera Avenue between Benito and Orchard Streets	Wednesday 7:00 a.m. to 2:00 p.m.
Pradera Avenue between Orchard and Fauna Streets	Monday 7:00 a.m. to 2:00 p.m.
Pradera Avenue between Flora and Evert Streets	Monday 7:00 a.m. to 2:00 p.m.
Pradera Avenue between Evert and Kingsley Streets	Monday 7:00 a.m. to 2:00 p.m.
Pradera Avenue west side from Kingsley Street south to its terminus	Monday 7:00 a.m. to 2:00 p.m.
Pradera Avenue east side from Kingsley Street south to its terminus	Tuesday 7:00 a.m. to 2:00 p.m.
Princeton Street between Pradera and Ramona Avenues	Wednesday 7:00 a.m. to 2:00 p.m.
Princeton Street between Surrey and Monte Vista Avenues	Wednesday 7:00 a.m. to 2:00 p.m.
Princeton Street between Exeter and Vernon Avenues	Tuesday 7:00 a.m. to 2:00 p.m.

Princeton Street from Bel Air east to its terminus	Tuesday 7:00 a.m. to 2:00 p.m.
Ramona Avenue on the west side from Howard Street to a point 265 feet north of Merle Street	No stopping any time
Ramona Avenue on the east side from Oakdale Street north to its terminus	Tuesday 7:00 a.m. to 2:00 p.m.
Ramona Avenue between Olive and Moreno Streets	Tuesday 7:00 a.m. to 2:00 p.m.
Ramona Avenue between Moreno and San Jose Streets	Tuesday 7:00 a.m. to 2:00 p.m.
Ramona Avenue between San Jose and Bonnie Brae Streets	Wednesday 7:00 a.m. to 2:00 p.m.
Ramona Avenue between Palo Verde and San Bernardino Streets	Wednesday 7:00 a.m. to 2:00 p.m.
Ramona Avenue between San Bernardino and Benito Streets	Wednesday 7:00 a.m. 2:00 p.m.
Ramona Avenue on the east side between Benito and Orchard Streets	Wednesday 7:00 a.m. to 2:00 p.m.
Ramona Avenue between Orchard and Kingsley Streets	Monday 7:00 a.m. to 2:00 p.m.
Ramona Avenue on the west side between Kingsley Street and Holt Boulevard	Monday 7:00 a.m. to 2:00 p.m.
Ramona Avenue on the east side between Kingsley Street and Holt Boulevard	Tuesday 7:00 a.m. to 2:00 p.m.
Ramona Avenue between Holt Boulevard and Brooks Street	No stopping any time
Ramona Avenue between State Street and Mission Boulevard	At any time
Ramona Avenue on the west side from Mission Boulevard to a point 295 feet south	At any time
Ramona Avenue on the west side between Grand Avenue and Howard Street	No stopping any time

Ramona Avenue on the east side between Mission and Phillips Boulevards	No stopping any time
Rawhide Street from Buckskin Avenue east to its terminus	Monday 7:00 a.m. to 2:00 p.m.
Rawhide Street from Stallion Avenue east to its terminus	Monday 7:00 a.m. to 2:00 p.m.
Rawhide Street from Stallion Avenue west to its terminus	Monday
Richton Street between Monte Vista and Central Avenues	No stopping any time
Rodeo Street between Fremont and Whitewater Avenues	Monday 7:00 a.m. to 2:00 p.m.
Rodeo Street from San Pasqual Avenue east to its terminus	Monday 7:00 a.m. to 2:00 p.m.
Rodeo Street from Shetland Avenue east to its terminus	Monday 7:00 a.m. to 2:00 p.m.
Rodeo Street from Stagecoach Avenue east to its terminus	Monday 7:00 a.m. to 2:00 p.m.
Rodeo Street from Wesley Avenue west to its terminus	Monday 7:00 a.m. to 2:00 p.m.
Rose Avenue between San Jose and Palo Verde Streets	Tuesday 7:00 a.m. to 2:00 p.m.
Rose Avenue between San Bernardino and Benito Streets	Thursday 7:00 a.m. to 2:00 p.m.
Rose Avenue between Benito and Orchard Streets	Thursday 7:00 a.m. to 2:00 p.m.
Rose Avenue between Flora and Kingsley Streets	Monday 7:00 a.m. to 2:00 p.m.
Rose Avenue between Holt Boulevard and Brooks Street	Daily 9:00 p.m. to 7:00 a.m.
Rosewood Street between San Bernardino Street west to its terminus	Wednesday 7:00 a.m. to 2:00 p.m.
Rosewood Street between Helena and Camulos Avenues	Wednesday 7:00 a.m. 2:00 p.m.

Rosewood Street between Bolton and Monte Vista Avenues

Wednesday
7:00 a.m. 2:00 p.m.

Rosewood Street between Fremont and Monte Vista Avenues

Thursday
7:00 a.m. 2:00 p.m.

Rosewood Street between Monte Vista and Ramona Avenues

7:00 a.m. to 4:00 p.m.
during school sessions,
except by permit

Rosewood Street between Rose and Vernon Avenues

Thursday
7:00 a.m. to 2:00 p.m.

Rudisill Street between Mills and Amherst Avenues

Wednesday
7:00 a.m. to 2:00 p.m.

Rudisill Street from Camulos Avenue west to its terminus

Wednesday
7:00 a.m. to 2:00 p.m.

Rudisill Street from Camulos Avenue west to its terminus

7:00 a.m. to 2:00 p.m.
during school sessions
except by permit

Rudisill Street between Lindero and Geneva Avenues

Thursday
7:00 a.m. to 2:00 p.m.

Rudisill Street between Rose and Columbine Avenues

Thursday
7:00 a.m. to 2:00 p.m.

Saddleback Street between Fremont and Carrillo Avenues

Monday
7:00 a.m. to 2:00 p.m.

Saddleback Street between Fremont and Whitewater Avenues

Monday
7:00 a.m. to 2:00 p.m.

Saddleback Street between Poulsen and Central Avenues

Monday
7:00 a.m. to 2:00 p.m.

Saddleback Street between Ramona and Carriage Avenues

Monday
7:00 a.m. to 2:00 p.m.

San Bernardino Court between San Bernardino Street and Mills Avenue

Wednesday
7:00 a.m. to 2:00 p.m.

San Bernardino Street between Mills and Ramona Avenues

Wednesday
7:00 a.m. to 2:00 p.m.

San Bernardino Street on the north side from San Bernardino Court to a point 400 feet east of Mills Avenue

At any time

San Bernardino Street on the north side from Helena Avenue to a point 300 feet west

Wednesday
7:00 a.m. to 2:00 p.m.

San Bernardino Street on the north side between Helena and Monte Vista Avenues

Wednesday
7:00 a.m. to 2:00 p.m.

San Bernardino Street on the south side between Ramona Avenue and the San Antonio Channel

Wednesday
7:00 a.m. to 2:00 p.m.

San Bernardino Street on the south side between Helena and Monte Vista Avenues

Thursday
7:00 a.m. to 2:00 p.m.

San Bernardino Street on the north side between Fremont and Central Avenues

Tuesday
7:00 a.m. to 2:00 p.m.

San Bernardino Street on the south side between Fremont and Central Avenues

Thursday
7:00 a.m. to 2:00 p.m.

San Bernardino Street on the north side between Central and Benson Avenues

Tuesday
7:00 a.m. to 2:00 p.m.

San Bernardino Street on the south side between Central and Vernon Avenues

Thursday
7:00 a.m. to 2:00 p.m.

San Bernardino Street on the south side from Benson Avenue to a point 845 feet west

No parking
tow away zone
Monday through Friday
Noon to 3:00 p.m.

San Jose Street on the north side between Mills and Ramona Avenues

Tuesday
7:00 a.m. to 2:00 p.m.

San Jose Street on the south side between Mills and Ramona Avenues

Wednesday
7:00 a.m. to 2:00 p.m.

San Jose Street between Ramona Avenue and the San Antonio Channel

Tuesday
7:00 a.m. to 2:00 p.m.

San Jose Street on the south side from Monte Vista Avenue to a point 400 feet west

No parking any time

San Jose Street on the south side from a point 465 foot east to a point 620 feet east of the San Antonio Channel

School bus loading zone

San Jose Street from Benson Avenue to its terminus west of Rose Avenue

Tuesday
7:00 a.m. to 2:00 p.m.

San Pasqual Avenue from Howard Street north to its terminus

Monday
7:00 a.m. to 2:00 p.m.

San Pasqual Avenue between Howard and Clair Streets

Monday
7:00 a.m. to 2:00 p.m.

San Pasqual Avenue between Mane and Merle Streets

Monday
7:00 a.m. to 2:00 p.m.

Santa Anita Avenue from Berkeley Street north to its terminus

Thursday
7:00 a.m. to 2:00 p.m.

Santa Anita Avenue between Benito and Denver Streets

Monday
7:00 a.m. to 2:00 p.m.

Santa Anita Avenue from Orchard Street north to its terminus

Monday
7:00 a.m. to 2:00 p.m.

Santa Anita Avenue between Orchard and Kingsley Streets

Monday
7:00 a.m. to 2:00 p.m.

Saratoga Avenue between Alamitos and Berkeley Streets

Thursday
7:00 a.m. to 2:00 p.m.

Saratoga Avenue between Fauna and Kingsley Streets

Monday
7:00 a.m. to 2:00 p.m.

Shetland Avenue from Howard Street north to its terminus

Monday
7:00 a.m. to 2:00 p.m.

Shetland Avenue from Mane Street north to its terminus

Monday
7:00 a.m. to 2:00 p.m.

Shetland Avenue from Saddleback Street north to its terminus

Monday
7:00 a.m. to 2:00 p.m.

Shirley Lane from Vernon Avenue west to its terminus

Monday
7:00 a.m. to 2:00 p.m.

Stagecoach Avenue between Howard and Mane Streets

Monday
7:00 a.m. to 2:00 p.m.

Stallion Avenue between Mane and Rodeo Streets

Monday
7:00 a.m. to 2:00 p.m.

Stallion Avenue between Rawhide Street and Mission Boulevard

Monday
7:00 a.m. to 2:00 p.m.

State Street on the south side between Ramona Avenue to a point 230 feet west

At any time

Surrey Avenue between Olive and Moreno Streets

Tuesday
7:00 a.m. to 2:00 p.m.

Surrey Avenue from Harvard Street north to its terminus

Wednesday
7:00 a.m. to 2:00 p.m.

Surrey Avenue between Rosewood and Berkeley Streets

Wednesday
7:00 a.m. 2:00 p.m.

Surrey Avenue between Rosewood and Berkeley Streets

7:00 a.m. to 4:00 p.m.
during school sessions,
except by permit

Surrey Avenue between Yale and Princeton Streets

Wednesday
7:00 a.m. to 2:00 p.m.

Tudor Avenue from Harvard Street north to its terminus

Wednesday
7:00 a.m. to 2:00 p.m.

Tudor Avenue between Rosewood and Berkeley Streets

Wednesday
7:00 a.m. 2:00 p.m.

Tudor Avenue between Rosewood and Berkeley Streets

7:00 a.m. to 4:00 p.m.
during school sessions
except by permit

Tudor Avenue between El Morado and Orchard Streets

Thursday
7:00 a.m. to 2:00 p.m.

Tudor Avenue between Orchard and Kingsley Streets

Thursday
7:00 a.m. to 2:00 p.m.

Tudor Avenue between Bandera and Manzanita Streets

Monday
7:00 a.m. to 2:00 p.m.

Vernon Avenue from Deodar Street north to its terminus

Tuesday
7:00 a.m. to 2:00 p.m.

Vernon Avenue between San Jose and Palo Verde Streets

Tuesday
7:00 a.m. to 2:00 p.m.

Vernon Avenue between Palo Verde and Princeton Streets

Tuesday
7:00 a.m. to 2:00 p.m.

Vernon Avenue on the east side from Benito Street north to 9775 Vernon Avenue

Thursday
7:00 a.m. to 2:00 p.m.

Vernon Avenue on the west side between Benito and Orchard Streets

Thursday
7:00 a.m. to 2:00 p.m.

Vernon Avenue on the east side from a point 320 feet to 550 feet south of San Bernardino Street

Loading zone only

Vernon Avenue between Orchard and Kingsley Streets

Monday
7:00 a.m. to 2:00 p.m.

Vernon Avenue between Kingsley Street and Holt Boulevard

Monday
7:00 a.m. to 2:00 p.m.

Vernon Avenue between Holt Boulevard and Brooks Street

Daily
9:00 p.m. to 7:00 a.m.

Wesley Avenue from Howard Street north then west to its terminus

Monday
7:00 a.m. to 2:00 p.m.

Wesley Avenue between Rodeo and Howard Streets

Monday
7:00 a.m. to 2:00 p.m.

Whitewater Avenue from Rodeo Street north to its terminus

Monday
7:00 a.m. to 2:00 p.m.

Whitewater Avenue between Saddleback and Clair Streets

Monday
7:00 a.m. to 2:00 p.m.

Yale Street from Surrey Avenue east to its terminus

Wednesday
7:00 a.m. to 2:00 p.m.

Yale Street between Carrillo and Poulsen Avenues

Tuesday
7:00 a.m. 2:00 p.m.

Yale Street from Del Mar Avenue to its terminus west of Vernon Avenue

Tuesday
7:00 a.m. to 2:00 p.m.

APPROVED AND ADOPTED this XX day of XX, 2012.

Mayor Pro Tem

ATTEST:

Deputy City Clerk

I, Yvonne L. Smith, Deputy City Clerk of the City of Montclair, DO HEREBY CERTIFY that Resolution No. 12-2972 was duly adopted by the City Council of said city and was approved by the Mayor of said city at a regular meeting of said City Council held on the XX day of XX, 2012, and that it was adopted by the following vote, to-wit:

AYES: XX
NOES: XX
ABSTAIN: XX
ABSENT: XX

Yvonne L. Smith
Deputy City Clerk

AGENDA REPORT

SUBJECT: CONSIDER ADOPTION OF RESOLUTION NO. 12-2973 ADOPTING THE MONTCLAIR RECORDS RETENTION SCHEDULE AS THE CITY OF MONTCLAIR'S OFFICIAL RECORDS MANAGEMENT PROGRAM

DATE: November 19, 2012

SECTION: RESOLUTIONS

ITEM NO.: 4

FILE I.D.: CCK350

DEPT.: ADMIN. SVCS.

REASON FOR CONSIDERATION: The City Council is requested to consider adoption of Resolution No. 12-2973 adopting the Montclair Records Retention Schedule as the City's official records management program.

A copy of proposed Resolution No. 12-2973 is attached for the City Council's review and consideration.

BACKGROUND: Various state and federal statutes require that records of public agencies be maintained for specific periods of time before the records are no longer relevant and may be destroyed. Pursuant to California Government Code Section 34090, the City Council would authorize destruction of obsolete City records by Resolution and also by written consent of the City Attorney.

The City's records management processes are designed to ensure needed records are readily accessible to staff, Council Members and Planning Commissioners, and the public at large. Paradoxically, because of the volume of City records, needed records cannot be kept readily accessible in a cost effective manner if no-longer-needed records (e.g., preliminary drafts, working notes, and superseded documents) continue to be kept. When public records no longer fulfill the value for which they were created, they should be destroyed (unless they are considered historic or have other significance).

A records retention policy clarifies a public agency's legal authority to manage records and documents entrusted to the agency's care. Effective records management is cost effective, improves efficiency, and reduces an agency's potential liability regarding destruction of records. Adoption of an updated electronic and hard copy document retention and destruction schedule is one of the necessary steps in the development of a complete records management program.

The California Public Records Act details government information that is, or is not, available to the public. Government Code Section 34090 provides standard retention periods for various categories of records. With some exceptions, cities in California are required to retain public records for at least three years. Other than these provisions, cities do not have a standardized program of accountability for their treatment of public records.

Prepared by:

Milkey Fuentes

Reviewed and
Approved by:

Proofed by:

Milkey Fuentes

Presented by:

To alleviate the lack of standards, the California Legislature added Section 12236 to the Government Code in 1999, which provides the Secretary of State to establish the Local Governments Records Program. As part of the program, the Secretary of State prepared, in conjunction with the State Archives Division and the City Clerk's Association of California, the "Local Government Records Management Guideline." These guidelines delineate the retention periods for many types of records kept by public agencies.

To implement a more comprehensive records retention program, City staff recommends the City Council adopt a Resolution to formally approve the Montclair Records Retention Schedule, created under the guidance of the Secretary of State's "Local Government Records Management Guidelines." Proposed Resolution No. 12-2973, attached as Exhibit "A," will adopt the Montclair Records Retention Schedule as the City of Montclair's official records management program. The proposed Resolution authorizes the City Clerk or Deputy City Clerk to manage the program and oversee the destruction of all obsolete and unnecessary City records. The proposed Resolution will also provide ongoing authority, without further Council action, for the destruction of obsolete and unnecessary records, under the supervision of the City Clerk or Deputy City Clerk. In addition, the City Attorney's signature on the proposed Resolution will constitute the written consent of the City Attorney for the destruction of obsolete records as required under Government Code Section 34090.

FISCAL IMPACT: Adoption of proposed Resolution No. 12-2973 would create no fiscal impact to the City's General Fund.

RECOMMENDATION: Staff recommends the City Council take the following actions:

1. Adopt Resolution No. 12-2973 adopting the Montclair Records Retention Schedule as the City of Montclair's official records management program.
2. Authorize the City Clerk or Deputy City Clerk to manage the City's Records Retention Schedule.
3. Provide ongoing authority for the destruction of obsolete City records in accordance with federal and state laws and the Montclair Records Retention Schedule under the management of the City Clerk or Deputy City Clerk, without further action by the City Council.
4. Authorize a one-time written consent from the City Attorney, as required pursuant to Government Code Section 34090, for the destruction of obsolete and unnecessary City records.

RESOLUTION NO. 12-2973

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MONTCLAIR ADOPTING THE MONTCLAIR RECORDS RETENTION SCHEDULE AS THE CITY OF MONTCLAIR'S OFFICIAL RECORDS MANAGEMENT PROGRAM

WHEREAS, it is necessary for the efficient operation of the City to follow a procedure for the retention of City documents and other records as well as to follow a schedule for the destruction of obsolete records; and

WHEREAS, adoption of a Records Retention Schedule will facilitate the orderly and efficient transfer, retention, and disposition of the records of the City of Montclair in a responsible and timely manner; and

WHEREAS, the State of California and the federal government have specified time periods in which public records are required to be retained; and

WHEREAS, California Government Code Section 34090 *et. seq.* sets forth certain legal requirements related to retention of certain municipal records and provides a procedure whereby City records that have served their purpose and are no longer relevant may be destroyed; and

WHEREAS, the Records Retention Schedule has been reviewed by the head of each City department, and they agree to only destroy records that are no longer required in strict compliance with the retention periods set forth in the Schedule; and

WHEREAS, it is understood that each City department shall periodically prepare a list—approved by the City Manager, department head, and the City Clerk or Deputy City Clerk—of those records to be destroyed pursuant to the Records Retention Schedule and a corresponding Certificate of Destruction to be kept in a permanent file; and

WHEREAS, the City Attorney has reviewed and approved the Records Retention Schedule by her signature on this Resolution in accordance with provisions of Section 34090 of the California Government Code. The City Attorney and City Council hereby acknowledge that the City Attorney's signature on this Resolution constitutes written consent under California Government Code Section 34090 for the destruction of obsolete and unnecessary records and documents in accordance with the Schedule.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Montclair does hereby declare the following:

Section 1. Adoption of Exhibit "A." The City Council adopts the Montclair Records Retention Schedule, attached hereto as Exhibit "A."

Section 2. Ongoing Authority for Destruction of Records. The City Clerk or Deputy City Clerk shall have ongoing authority, without further approval by the City Council and with the consent of the City Attorney provided herein, to authorize destruction of City records in accordance with Exhibit "A."

Section 3. Ongoing Authority to Amend Schedule. The City Clerk or Deputy City Clerk shall have ongoing authority, without further approval by the City Council, to make minor amendments to the Records Retention Schedule from time to time in accordance with changes to state and federal laws that may affect retention periods for City records.

Section 4. This Resolution shall become effective immediately upon its adoption.

APPROVED AND ADOPTED this XX day of XX, 2012.

Mayor

City Attorney

ATTEST:

Deputy City Clerk

I, Yvonne L. Smith, Deputy City Clerk of the City of Montclair, DO HEREBY CERTIFY that Resolution No. 12-2973 was duly adopted by the City Council of said city and was approved by the Mayor of said city at a regular meeting of said City Council held on the XX day of XX, 2012, and that it was adopted by the following vote, to-wit:

AYES: XX
NOES: XX
ABSTAIN: XX
ABSENT: XX

Yvonne L. Smith
Deputy City Clerk

AGENDA REPORT

SUBJECT: RESPONSE TO COUNCIL INQUIRY
REGARDING THE SCAVENGING OF
RECYCLABLE MATERIALS FROM
SOLID WASTE CONTAINERS

DATE: November 19, 2012

SECTION: RESPONSE

ITEM NO.: A

FILE I.D.: REF288

DEPT.: ADMIN. SVCS.

REASON FOR CONSIDERATION: At the City Council meeting of October 15, 2012, Council Member Dutrey requested that a report be provided regarding recommendations on how to curtail theft of recyclable materials, an illegal act commonly known as scavenging.

BACKGROUND: In 1989, the California State Legislature enacted the California Integrated Waste Management Act (AB 939). The bill established the California Integrated Waste Management Board (now the California Department of Resources Recycling and Recovery—CalRecycle), and granted the Board direction to establish a solid waste management process that required cities and other local jurisdictions to create an Integrated Waste Management Plan that looked at recycling programs, purchasing of recycled products, and waste minimization. AB 939 mandated local jurisdictions to meet solid waste diversion goals of 25 percent by 1995 and 50 percent by 2000.

In 1985, California diverted only 10 percent of solid waste out of landfills and into recycling and/or reuse projects. By 2007, the waste diversion rate increased to 58 percent—exceeding AB 939's mandates to reach 50 percent waste diversion. The improved diversion rate was achieved through programs seeking a "higher and better use" for an estimated 92 million tons of waste generated annually in California. These programs include incentive grants and loans to spur the private sector into developing new markets for recycled materials; cleanup of solid waste disposal sites; regulation of landfills; and the reuse and recycling of a number of environmentally sensitive products including motor oil, electronic waste, tires, and sharps waste.

Companion bills to AB 939 include the California Beverage Container Recycling and Litter Reduction Act; Electronic Waste Recycling Act; Cell Phone Recycling Act of 2004; Rechargeable Battery Recycling Act; and Recycled Newsprint Act. Each bill is designed to reduce the introduction of recyclable materials into landfills.

Effective July 1, 2012, AB 341 required businesses and public entities that generate four cubic yards or more of waste per week and multifamily units of five or more to arrange for recycling services involving the separation of recyclable material from solid waste. The goal of the AB 341 is to divert solid waste from landfills, expand opportunities for recycling services, and reduce greenhouse gas emissions. Regulations are designed to

Prepared by:

Miky Fuentes

Reviewed and
Approved by:

Proofed by:

Miky Fuentes

Presented by:

allow local flexibility and utilize existing tools and solid waste management infrastructure. Monitoring is phased in using existing mechanisms to inform businesses of the requirement if they are not already recycling—*e.g.*, annual business license renewals, monthly or bimonthly billings, and code enforcement officers to inform business operators of the requirements of AB 341.

AB 341 sets a statewide goal for 75 percent disposal reduction by 2020. This is not written as a 75 percent diversion mandate for each jurisdiction—the 50 percent mandate under AB 939 still applies to cities, counties, and state agencies. Similarly, AB 341 does not mandate a diversion goal for businesses; rather, it requires that they implement commercial recycling programs.

The City and Burrtec Waste Industries developed a voluntary commercial recycling program that includes education, outreach, and monitoring; and in coming months, businesses and property managers will receive information about City efforts to establish a mandatory commercial recycling program to replace the voluntary program. Montclair is required to report in the 2012 Electronic Annual Report (due August 1, 2013) on the initial education, outreach, and monitoring efforts.

In addition to the above legislation, Public Resources Code Section 40059 provides that various aspects of solid waste handling constitute matters of local concern to be governed by local agencies. Accordingly, the City of Montclair has implemented provisions for collection of solid waste, codified in Montclair Municipal Code Chapter 6.16 ("Refuse Collection and Disposal"). Under this Chapter, the City may award a solid waste franchise to a designated contractor who is granted the privilege of collecting and disposing of refuse, garbage, rubbish, and other solid waste produced within the City. The franchisee is also responsible for developing and executing provisions of AB 939 and AB 341 as it relates to implementing plans for source reduction, reuse, and recycling within the City of Montclair.

Montclair's recycling program has five primary purposes: (1) conserve natural and manmade resources by reintroducing recyclable materials into the market for reuse; (2) reduce materials moving into the waste stream where they use up valuable landfill space and contaminate the earth, oceans, and streams; (3) generate revenue as a means to control the cost of solid waste disposal services; (4) create new jobs and markets that rely on and utilize recyclable materials for incorporation into products and energy sources; and (5) comply with all provisions of AB 939.

Scavenging. As efforts increase to divert recyclable material away from the waste stream, communities are facing a growing problem with scavenging—the taking of recyclables from the waste stream for personal gain (or fundraising). Scavenging is considered theft and a misdemeanor violation under state law. Once materials are set out in containers for collection, they become the property of the City and its solid waste hauler, Burrtec. Only City personnel or Burrtec employees can take recyclables from recycling containers at homes or businesses. Property owners may never give permission to anyone to remove recyclable items from containers set out at curbside.

Law enforcement has identified three primary areas of concern related to scavenging:

1. Scavenging tends to attract nonresidents to neighborhoods. Scavengers often loiter in the neighborhoods, resulting in an increase in calls for law enforcement service.

2. Scavenging is attributed to an increase in identity theft crimes. Individuals who engage in scavenging can collect personal information about the owners of the solid waste, and can thereafter use such information to execute identity theft crimes.
3. Scavenging leads to increased amounts of trash and debris left behind by persons engaged in scavenging.

There is growing concern among residents that the presence of scavengers removing recyclable materials from residential trash containers in the middle of the night or early in the morning constitutes a threat to their personal safety.

Additionally, public health is impacted by scavenging. The most obvious concern is the potential health risk to people who rummage through raw garbage for recyclables. However, others are often placed at risk when scavengers remove carpet, clothing and furniture from trash containers and sell them to unsuspecting buyers, who can be contaminated by the items.

The City also loses revenue when scavengers steal recyclables. The City participates in revenue sharing with Burrtec. Revenues that are not collected because of scavenging are lost to the City and Burrtec, increasing operating costs. The City does not receive credit for waste diversion when recyclables are taken and recycled outside the established waste management stream. Furthermore, without credit for recyclables, the City is less likely to meet its current AB 939 standard of 50 percent diversion. AB 341 has now increased the statewide target level to 75 percent diversion of solid waste from landfills by 2020. CalRecycle has levied penalties ranging from \$5,000 to \$82,800 on municipalities for failure to implement effective diversion plans.

In order to effectively address increasing concerns related to scavenging, staff recommends the following courses of action:

1. Adoption of an Ordinance prohibiting the scavenging of recyclable materials. The Ordinance would define scavenging as an infractionable offense, allowing for the issuance of citations. It should be recognized, however, that scavengers often lack financial resources and are unlikely to carry appropriate identification.
2. Creation of a newsletter or materials educating residents and commercial operators that scavenging of recyclable materials is illegal under local Ordinance and California law.
3. Creation of a newsletter or materials educating residents and commercial operators on preventive measures to reduce scavenging incidents as well as how to report scavengers to proper authorities.
 - (a) Set out containers the morning of trash collection day (but no later than 6:00 a.m.)
 - (b) Place bottles and cans with California redemption value at the bottom of the recyclable container, underneath other recyclables.
 - (c) If containers must be set out the night before scheduled pickup day, keep bottles and cans with redemption value separate and place in container the next morning, before collection.

- (d) Do not give permission to fundraisers to remove recyclables or refuse from a container.
4. Partner with Burrtec to produce an effective antiscavenging program and create a multilanguage decal sticker that can be placed on blue recycling containers, warning scavengers that scavenging is illegal under California law as well as punishable by local law.
 5. Establish a hotline for reporting scavenging, and establish an online reporting process on the City's website. Scavenging reports should include problem location, description of person scavenging, date and time of scavenging incident, and description of any vehicle. Optionally, the reporting party can provide contact information. Scavenging reports could also be used to report illegal dumping/littering.
 6. Periodically task Burrtec personnel and Montclair Code Enforcement Officers to sweep neighborhoods for scavenging. It is likely that Code Enforcement action designed to discourage scavenging within City boundaries may be the most effective tool against scavengers. Solid waste-related code violations addressed through an active Code Enforcement program may include franchise violations, dumpsters encroaching on rights-of-way, recycling contamination (particularly as the City moves forward to implement provisions of AB 341 for commercial recycling), scavenging, littering, illegal dumping, overflowing dumpsters/containers, trash/junk on City and private properties, and containers left out after collection day.
 7. If other measures fail, consider amending the local Ordinance to prohibit placing containers at curbside no earlier than 5:00 a.m. on the scheduled collection day.

Scavenging of recyclable materials will continue to be a problem for residents and the City unless proactive efforts are made to curtail the problem. Furthermore, scavenging can be expected to increase as the economy recovers and the market price for raw goods and recyclable materials increases.

Attached to this report are examples of educational newsletters related to scavenging and examples of scavenging decal stickers.

FISCAL IMPACT: Implementing an antiscavenging program carries undetermined costs. Actual costs will depend on a variety of factors including distribution methods used to inform residents about scavenging, printing of antiscavenging decals, and personnel-related costs related to monitoring and enforcement action.

Program costs may be minimized through active enforcement of the City's antiscavenging Ordinance and issuance of citations. It should be noted, however, that scavengers typically lack financial resources and may fail to carry appropriate identification.

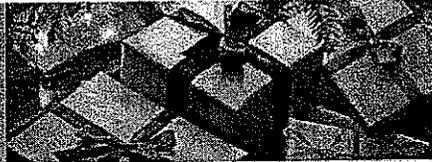
RECOMMENDATION: Staff recommends the City Council receive and file this report and, if desired, direct staff to prepare a code amendment related to scavenging; develop educational materials, including trash container decals, informing residents about scavenging and precautionary measures to reduce scavenging; and design an effective Code Enforcement approach to address scavenging.

Burrtec News

Winter Issue • 2009

Refuse and Recycling Newsletter

Sponsored by Los Angeles County and Burrtec Waste Industries
for South and East Whittier



Scavenging is Against the Law

Why place the "NO SCAVENGING" decal on your blue cart?

As a Burrtec customer we recognize the time and effort it takes to separate your recyclables from your trash. Unfortunately your efforts are going to waste when scavengers remove and redeem your materials from your recycling cart for cash. The fact is you the customer, the County of Los Angeles and Burrtec count on the value of these materials for the following reasons:

Keep Costs Down. The value of the recycled material collected by Burrtec helps offset the costs of the collection programs.

Recycle. The recycled materials helps Los Angeles County meet the state laws to reduce the amount of solid waste going to landfills.

Identity Theft. Scavenging can easily lead to identity theft. Protect yourself by shredding personal documents and reporting scavenging activity.

Scavenging is the unauthorized removal of recyclable materials by individuals other than Burrtec (Ordinance #20.72.196) which is a misdemeanor and is punishable by law.

To help prevent scavenging, Burrtec has developed the enclosed "NO SCAVENGING" decal.

Wipe down the blue cart lid and place the decal as shown.

If you have more than one cart, please contact our office for additional decals.

What to do if You See Someone Scavenging

- For your safety do not confront the scavenger
- Get a description of the person and the vehicle including license plate
- Report the crime by contacting your local Sheriff's department

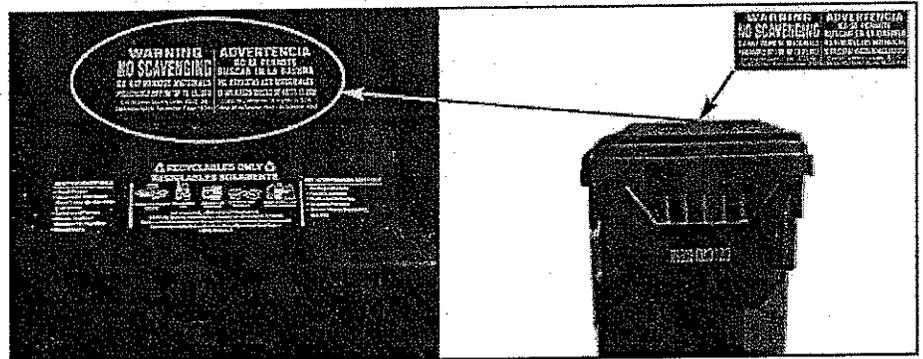
The Right Stuff

Congratulations to Martin Hernandez, the \$100 winner for "The Right Stuff"!



YOU can also be eligible to win \$100 by submitting a completed entry form and placing "The Right Stuff" in the right cart. Please call our Customer Service Department at 800.325.9417 for more information.

Please place the
decal on your
blue cart lid
as shown.



Holiday Collection Schedule

Burrtec observes the following holidays. When the holiday falls on a weekday, collections for the remainder of the week will be delayed by one day.

- Christmas Day
- New Year's Day
- Memorial Day
- July 4th
- Labor Day
- Thanksgiving Day

Burrtec Waste Industries
800.325.9417

1017 W. Gladstone St.
Azusa, CA 91702

Hours
Monday – Friday 8AM – 5 PM

Noticia Burrtec

Edición de Invierno • 2009

Boletín de Noticias de Basura y Reciclaje

Patrocinado por el Condado de Los Angeles y Burrtec Waste Services para el Sur y Este de Whittier



¡Pepeñar/rebuscar en el Condado de Los Angeles es contra la ley!! (Ordinance #20.72.196) ¿Por qué colocar la calcomanía de "NO SCAVENGING" en su carrito azul?

Como cliente de Burrtec nosotros reconocemos el tiempo y el esfuerzo que se toma para separar sus reciclables de su basura. Desafortunadamente su esfuerzo se malgasta cuando personas toman materiales de su carrito azul sin autorización y cambian los reciclables por dinero efectivo. El hecho es que usted el cliente, el Condado de Los Angeles y Burrtec cuentan con el valor de estos materiales por las siguientes razones:

Mantener los costos bajos. El valor de los materiales reciclados que son colectados por Burrtec ayudan a compensar los costos de los programas de recolección.

Reciclar. Los materiales reciclados ayudan al Condado de Los Angeles a cumplir con las leyes del estado en reducir la cantidad de basura sólida que va a los rellenos sanitarios.

Robo de identidad. Rebuscando puede causar el robo de identidad. Destrozando documentos personales protege su identidad. Reporte cualquier acto de rebuscar al alguacil. Rebuscar es el retiro no autorizado de materiales reciclables por individuos no asociados con Burrtec (Ordenanza #20.72.196) que es un delito y esta penado por la ley.

Para ayudar a prevenir el acto de rebuscar, Burrtec ha desarrollado la calcomanía "NO SCAVENGING".

Limpie la tapa del carrito azul y coloque la calcomanía como mostrado.

Si tiene más de un carrito, por favor llame nuestra oficina para obtener calcomanías adicionales.

Qué hacer si Ve a Alguien Rebuscando!

- Por su seguridad no confronte al pepeñador
- Obtenga una descripción de la persona y la descripción del vehículo incluyendo las placas
- Reporte el delito a su departamento local del alguacil.

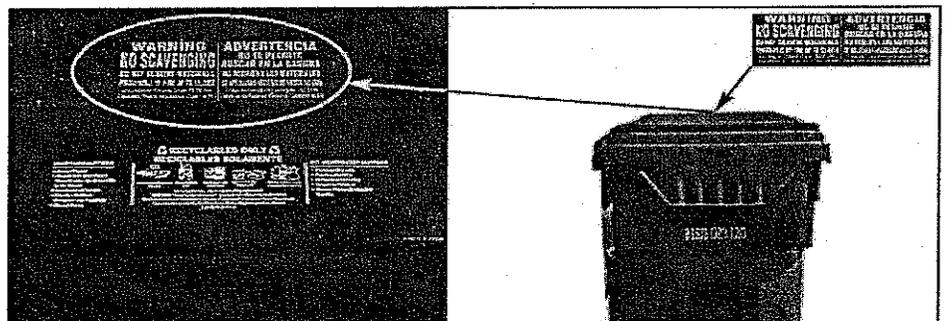
Ganador de \$100

Felicitaciones a Martin Hernández, el ganador de \$100 dólares para "El Material Correcto!"



Usted también puede ser elegible para ganar \$100. Llame el formulario de inscripción y mantenga "El Material Correcto" en el carrito apropiado. Por favor llame a nuestro Departamento de Servicio al Cliente a 800.325.9417 para más información.

Por favor coloque la calcomanía en la tapa de su carrito azul.



Recuerdo de Horario Festivo

Burrtec Waste Industries observa los siguientes días festivos. Si el día festivo cae entre semana, recolecciones durante el resto de la semana serán retrasados por un día.

- Navidad
- Año Nuevo
- Día de Conmemoración
- 4 de Julio
- Día del Trabajador
- Día de Gracias

Burrtec Waste Industries
800.325.9417

1017 W. Gladstone St.
Azusa, CA 91702

Horas
Lunes – Viernes 8AM – 5 PM

WARNING!

¡ADVERTENCIA!

CẢNH CÁO!

警告



Scavenging is illegal (SDMC 66.0402)

It is against the law to rummage in or remove refuse or recyclables from this container unless you are the owner or person authorized by law.

Recoger basura es ilegal (SDMC 66.0402)

Es contra la ley sacar basura o reciclables de este bote a menos que usted sea el dueño o la persona autorizada por ley.

Bới rác là việc làm bất hợp pháp (SDMC 66.0402)

Lục tìm hoặc lấy đồ phế thải hay các thứ tái chế được từ thùng chứa này là trái luật trừ phi quý vị là chủ hoặc là người được luật pháp cho phép.

非法清除垃圾 (SDMC 66.0402)

在容器內翻找、移動垃圾或可回收利用的物件是違法行爲，容器所有人或依法經許可的人不在此限。

**MINUTES OF THE MEETING OF THE MONTCLAIR
CODE ENFORCEMENT COMMITTEE HELD ON
TUESDAY, OCTOBER 15, 2012, AT 6:00 P.M. IN THE
CITY HALL CONFERENCE ROOM, 5111 BENITO
STREET, MONTCLAIR, CALIFORNIA**

I. CALL TO ORDER

Council Member Paulitz called the meeting to order at 6:00 p.m.

II. ROLL CALL

Present: Council Member Paulitz, Council Member Dutrey, Mayor Eaton, City Manager Starr; Director of Community Development Lustro, Police Captain Mike deMoet; City Attorney Robbins

III. APPROVAL OF MINUTES

A. Minutes of Code Enforcement Committee Meeting of August 20, 2012

It was the consensus of the Code Enforcement Committee to approve the minutes of the Code Enforcement Committee meeting of August 20, 2012.

IV. PUBLIC COMMENT

None.

V. OLD BUSINESS

A. Update – code violations at 5572 Deodar Street

Director of Community Development Lustro reported that the resident submitted plans to correct the code violations for the patios at the residence, but they needed further revisions. The resident indicated that he will make the corrections and re-submit the plans for staff review.

B. 5282 Mission Boulevard/Déjà Vu Showgirls

Council Member Paulitz asked for a recap of the uses being proposed to replace the adult business. Director Lustro responded that they are proposing a nightclub/tavern with the on-premises sale of beer, wine, and distilled spirits, a sports bar, comedy club, and live music/entertainment. He added that this was originally submitted as a Minor Use Permit (MUP), but because of the City's concerns, the application was elevated to a Conditional Use Permit (CUP), which will be considered by the County Planning Commission on Thursday, October 18. Council Members were previously provided with a letter from staff opposing the proposed uses.

Council Member Dutrey expressed his strong opposition to the proposed uses, stating that it is a change "from one adult use to another." He believes that adding on-sale alcohol to the mix will have a negative impact on the surrounding neighborhood. He added that if the Planning Commission approves the CUP, the City Council should appeal the decision to the Board of Supervisors. Council Member Paulitz concurred.

Director Lustro stated that the staff report on the item should be available within the next day or so and that he would distribute it to Council. He noted that he attended the County Development Review Committee meeting on Wednesday, September 26, during which the project was discussed. A number of County departments were represented at the meeting, but not the Sheriff's Department, so it is unknown whether they will require conditions similar to those requested by the Montclair Police Department. Police Captain deMoet explained the benefits of requiring licensed and bonded security guards for such a use.

VI. NEW BUSINESS

Director Lustro was pleased to report that five single-family residences were painted on Saturday as a result of a neighborhood clean-up event coordinated by Code Enforcement with approximately 250 volunteers from Iglesia Ni Cristo, 4159 Holt Boulevard. Director Lustro distributed "before, during, and after" photos of the work on the exteriors of the four homes in the 10800 block of Ramona Avenue and a home in the 9800 block of Fremont Avenue. The work was completed within the course of about five hours. The property management company for the four homes on Ramona donated the paint, supplies, and materials to do the work. Director Lustro suggested that Committee members drive by each home at their convenience in order to better appreciate the work that was done. Code Enforcement staff will continue to work with the property management company to

encourage additional, needed work on the Ramona Avenue properties.

VII. DISTRIBUTION OF LIST OF PROBLEM PROPERTIES / Q&A

Director Lustro stated that a current list of problem properties is included in the agenda packet for the Committee's reference. He added that while several of the property narratives were updated, staff time constraints prevented a more complete update. A comprehensive update will be provided in November.

VIII. NEXT MEETING

The next Code Enforcement Committee meeting is scheduled for Monday, November 19, 2012, at 6:00 p.m. in the City Hall Conference Room.

IX. ADJOURNMENT

At 6:24 p.m., Council Member Paulitz adjourned the Code Enforcement Committee.

Submitted for Code Enforcement
Committee approval,



Steve Lustro
Director of Community Development

**MINUTES OF THE MEETING OF THE MONTCLAIR
PERSONNEL COMMITTEE HELD ON MONDAY,
OCTOBER 15, 2012, AT 8:14 P.M. IN THE CITY
ADMINISTRATIVE OFFICES, 5111 BENITO STREET,
MONTCLAIR, CALIFORNIA**

I. CALL TO ORDER

Mayor Eaton called the meeting to order at 8:14 p.m.

II. ROLL CALL

Present: Mayor Eaton; Council Member Ruh; and City Manager Starr

III. APPROVAL OF MINUTES

**A. Minutes of the Regular Personnel Committee Meeting of
October 1, 2012.**

Moved by City Manager Starr, seconded by Council Member Ruh,
and carried unanimously to approve the minutes of the Personnel
Committee meeting of October 1, 2012.

IV. PUBLIC COMMENT - None

V. CLOSED SESSION

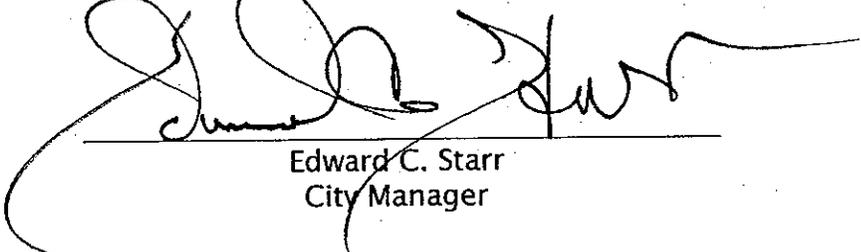
At 8:15 p.m., the Personnel Committee went into Closed Session
regarding personnel matters related to appointments, resignations/
terminations, and evaluations of employee performance.

At 8:30 p.m., the Personnel Committee returned from Closed Session.
Mayor Eaton stated that no announcements would be made at this time.

VI. ADJOURNMENT

At 8:30 p.m., Mayor Eaton adjourned the Personnel Committee.

Submitted for Personnel Committee approval,



Edward C. Starr
City Manager

MINUTES OF THE REGULAR MEETING OF THE CITY
OF MONTCLAIR SAFETY COMMITTEE HELD ON
THURSDAY, OCTOBER 18, 2012, AT 9:00 A.M. IN
THE CITY HALL CONFERENCE ROOM, 5111 BENITO
STREET, MONTCLAIR, CALIFORNIA

I. CALL TO ORDER

Vice Chairperson Westerlin called the meeting to order at 9:00 a.m.

ROLL CALL

Members Present: Vice Chairperson Merry Westerlin, Members Scott Sherwood and Lisa Shannon and Administrative Aide Trudy Burson representing Member Sharon Agajanian.

Also Present: Personnel Officer Gary Charleston, Dennis Ferguson of Kessler-Alair Insurance Services, Inc., and Administrative Secretary Laura Berke.

Absent: Chairperson Steve Lustro and Member Chad Quidor.

II. MINUTES

A. Minutes of Regular Safety Committee Meeting of September 20, 2012

Moved by Member Shannon, seconded by Member Sherwood and there being no opposition, the minutes of the September 20, 2012 Safety Committee meeting were approved.

III. ITEMS DISCUSSED

A. Building/Facility Evacuation Route Maps - Update

Vice Chairperson Westerlin said the maps are still works in progress but should be done by the end of the year. They are adding the location of fire extinguishers, defibrillators and first-aid kits to the maps.

B. 2012 Great California Shake Out

The announcement will be played through the phone system at 10:18 a.m.

C. Insurance Representative Comments

Dennis Ferguson asked about making the driver training module available since the City has already invested in it. Personnel Officer Charleston said Jeff Byers was going to prepare a safe driving manual because the training module was deemed too time and cost intensive because it is only a one-person-at-a-time module, but then Jeff retired and the project

was shelved.

Member Sherwood said it is a shared resource and that Fire will have Engineer tests coming up soon and we may be able to request the training module longer and with different modules (other than the Fire truck module). Vice Chairperson Westerlin suggested requesting it for one week and train as many employees as possible. Personnel Officer Charleston said it would take too long to train all employees who drive a City vehicle. Dennis suggested having department supervisors decide who needs training. Member Sherwood thought the Police Department had access to an actual driver training course through the Sheriff's Department. Administrative Aide Burson thought we had to pay for that each time we used it, but would ask Lieutenant Robert Avels to contact Personnel Officer Charleston. Member Sherwood suggested Personnel Officer Charleston speak with Pat McCutcheon at the Fire Department.

Dennis Ferguson suggested the current Committee create a list of goals for the next year's committee to work on, especially since November's meeting will be the last official meeting.

IV. NEW BUSINESS

None.

V. ACCIDENT REPORTS

Accident Report

Janine Gordon
Police Services Spec.

The employee lifted a case of paper onto a cart, rolled the cart to the copy room, opened a ream of paper and turned to put it in the copier. As she turned, she felt a sharp pain in the lower left side of her back. Her back later felt tight and ached.

Recommendation: The employee should fully turn her body to face the copier when loading it, avoiding quick movement and/or twisting at the torso.

Accident Report

Nicholas Medina
Police Officer

Officer Medina was dispatched to the railroad tracks on Central Avenue north of Arrow Highway to check the railroad arms not functioning properly. After confirming the railroad arms were not functioning properly, Officer Medina manned the location on foot for over an hour conducting traffic control in the event of a passing train. During that time, he traversed a two-foot high concrete retaining wall

twice. Approximately two hours after clearing the above railroad call, he began to feel discomfort in his inner left thigh and located swelling in the same area. Although he felt no discomfort during the call, he believes the injury was caused due to prolonged standing and traversing the concrete retaining wall.

Recommendation: None. Non-preventable accident.

Accident Report

Jacob Riedell
Police Officer

Officer Riedell was traveling southbound in the carpool lane of the 57 Freeway, another driver was driving southbound in the #1 lane. When traffic in front of him started to slow, the other driver made a lane change into the carpool lane and the rear driver's side bumper of the other vehicle collided with the front passenger bumper of Officer Riedell's vehicle. The other driver failed to stop and fled the scene. Officer Riedell activated his emergency lights and the other driver yielded a short distance later. The other driver was driving without a license and was arrested for hit-and-run.

Recommendation: None.

Accident Report

Mike Matheson
Firefighter

The employee inhaled an unknown substance, which caused shortness of breath during salvage operations.

Recommendation: None.

I. INFORMATION ITEMS

A. *Top Safety, Top Health, and University of California, Berkeley Wellness Letters*

Top Safety, Top Health, and University of California, Berkeley Wellness Letters were presented for Committee members' review and routing through departments.

B. **First-Aid Kits**

Committee members were reminded to check the contents of their departments' first-aid kits and to make sure the doctor-approved list of contents is posted on each kit. Supplies can be restocked by contacting Fire Division Chief Steve Jackson at Extension 547.

VII. ADJOURNMENT

At 9:35 a.m., Vice Chairperson Westerlin adjourned the Safety Committee.

Submitted for City of Montclair
Safety Committee approval,

A handwritten signature in cursive script that reads "Laura Berke". The signature is written in black ink and is positioned above a horizontal line.

Laura Berke
Administrative Secretary