

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

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

May 5, 2014

7:00 p.m.

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

*The CC/SA/MHC/MHA meetings are now available in audio format on the City's website at [www.ci.montclair.ca.us](http://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, Successor Agency and Montclair Housing Corporation Boards of Directors, and Montclair Housing Authority Commissioners

**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**

- A. Welcome Back, Officer Kristopher Kelley, From Recent Military Deployment

**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, Montclair Housing Corporation Board of Directors, and Montclair Housing Authority Commissioners. (Government Code Section 54954.3)*

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

**VII. PUBLIC HEARINGS**

- A. Adoption of Resolution No. 14-3026 Amending Animal Licensing and Sheltering Fees [CC] 5
- B. First Reading - Consider Adoption of Ordinance No. 14-942 Amending Chapters 11.02 and 11.78 of the Montclair Municipal Code Related to Certified Farmers' Markets [CC] 10

**VIII. CONSENT CALENDAR**

- A. Approval of Minutes
  - 1. Minutes of the Regular Joint Council/Successor Agency Board/MHC Board/MHA Commission Meeting of April 21, 2014 [CC/SA/MHC/MHA]
- B. Administrative Reports
  - 1. Consider Approval of Parcel Merger No. 2014-1 for Four Parcels Located Generally at the Southeast Corner of Holt Boulevard and Rose Avenue [CC] 14
  - 2. Consider Approval of the Petition for Modification of Established Unit and Petition for Formal Recognition of the Employee Organization "Montclair City Confidential Employees' Association" (MCCEA) for Purposes of Meeting and Conferring in Good Faith [CC] 20
  - 3. Consider Declaring Certain City Property as Surplus and Available for Auction [CC] 22
  - 4. Consider Approval of Warrant Register and Payroll Documentation [CC] 42
- C. Agreements
  - 1. Consider Approval of Agreement No. 14-28 With Vision Internet Providers, Inc., for Website Development Services [CC] 43
  - 2. Consider Approval of Agreement No. 14-30 With Monte Vista Water District for Use of Land to Establish the Montclair Community Garden [CC] 57
  - 3. Consider Approval of Agreement No. 14-31 With LAE Associates, Inc., for Project Management Services for the Monte Vista Avenue/UPRR Grade Separation Project [CC]
  - Consider Authorization of a \$25,000 Appropriation From Measure I for Project Management Services for the Monte Vista Avenue/UPRR Grade Separation Project [CC] 65

4.	Consider Approval of Agreement No. 14-32 With National Testing Network, Inc., for Law Enforcement Testing and Recruitment Services [CC]	83
5.	Consider Approval of Agreement No. 14-33 With Heritage Education Group to Establish a Certified Farmers' Market in the City of Montclair [CC]	87
D.	Resolutions	
1.	Consider Adoption of Resolution No. 14-3027 Supporting California State Senate Bill 983 (Hernandez) – Tax Allocation: Card Lock Fuel Systems [CC]	92
IX.	<b>PULLED CONSENT CALENDAR ITEMS</b>	
X.	<b>RESPONSE – None</b>	
XI.	<b>COMMUNICATIONS</b>	
A.	City Attorney	
1.	Closed Session Pursuant to Government Code Section 54956.9(d)(4) Regarding Initiation of Litigation	
	One potential case	
2.	Closed Session Pursuant to Government Code Section 54956.9(d)(1) Regarding Pending Litigation	
	Kenneth Pollich v. Montclair	
B.	City Manager/Executive Director	
C.	Mayor/Chairman	
1.	Announcement of Vacancies on the Community Action Committee and Planning Commission	
D.	Council/SA/MHC/MHA Board	
E.	Committee Meeting Minutes <i>(for informational purposes only)</i>	
1.	Minutes of the Public Works Committee Meeting of April 17, 2014	95
2.	Minutes of the Personnel Committee Meeting of April 21, 2014	106
XII.	<b>ADJOURNMENT OF SUCCESSOR AGENCY AND MONTCLAIR HOUSING CORPORATION BOARDS OF DIRECTORS AND MONTCLAIR HOUSING AUTHORITY COMMISSIONERS</b>	

*(At this time, the City Council will meet in Closed Session regarding initiation of litigation and pending litigation.)*

XIII. CLOSED SESSION ANNOUNCEMENTS

XIV. ADJOURNMENT OF CITY COUNCIL

*The next regularly scheduled City Council, Successor Agency Board, Montclair Housing Corporation Board, and Montclair Housing Authority Commission meetings will be held on Monday, May 19, 2014, 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, Montclair Housing Corporation Board, and Montclair Housing Authority Commission 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 May 1, 2014.*

## AGENDA REPORT

---

<b>SUBJECT:</b> CONSIDER ADOPTION OF RESOLUTION NO. 14-3026 AMENDING ANIMAL LICENSING AND SHELTERING FEES	<b>DATE:</b> May 5 , 2014 <b>SECTION:</b> PUBLIC HEARINGS <b>ITEM NO.:</b> A <b>FILE I.D.:</b> ANL100 <b>DEPT.:</b> ADMIN. SVCS.
---	--

---

**REASON FOR CONSIDERATION:** Inland Valley Humane Society (IVHS), the animal control services provider for the City, is requesting adjustments to animal licensing and sheltering fees. Pursuant to Montclair Municipal Code Sections 5.08.020 and 5.08.040, the City Council considers and acts on all fees related to animal licensing and sheltering.

A copy of proposed Resolution No. 14-3026 amending fees charged by the IVHS for animal licensing and sheltering and *Exhibit A: Animal Licensing and Sheltering Fees* to Resolution No. 14-3026 are attached for the City Council's review and consideration.

**BACKGROUND:** IVHS is a private nonprofit organization that offers a wide range of animal care and control services. IVHS provides animal care and control services to the cities of Chino, Chino Hills, Claremont, Diamond Bar, Glendora, La Verne, Montclair, Ontario, Pomona, San Dimas and the unincorporated areas of San Bernardino County including the West End, San Antonio Heights, and Mt. Baldy.

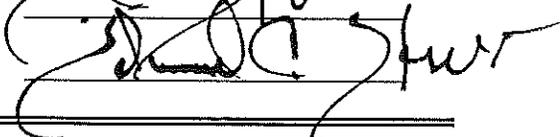
IVHS operates a newly renovated facility located at 500 Humane Way, Pomona, which offers a wide range of animal care services including training, adoptions, vaccinations, pet care information and education, and a pet supply store. Improvements include dog kennel renovations, construction of a cat adoption ward, and expansion of the dispatch center.

The City has contracted with IVHS for animal control services since 1983. The contractual services provided to the City include: collection of stray and unwanted, injured, or dead animals; enforcement of leash laws and other regulatory Ordinances related to animals within the City; provision of animal ambulance services; and operation of an animal shelter in compliance with State standards pursuant to California Food and Agriculture Code Sections 30501, *et seq.*

Total costs for animal control services are apportioned to the contracting agencies based on service level and population. About 80 percent of total costs are allocated based on service level with the remaining 20 percent based on population.

Total costs for animal control services are offset by revenues generated by animal licensing, sheltering, and other service fees charged to Montclair residents. The City pays a supplemental sum each year to cover the remaining costs. The supplemental payment increases

---

Prepared by: <u></u>	Reviewed and Approved by:	<u></u>
Proofed by: <u></u>	Presented by:	<u></u>

---

annually according to changes in the *All Cities Consumer Price Index (CPI) for the Los Angeles–Riverside–Orange County Area, All-Items Indexes, All Urban Consumers* not to exceed a maximum of 5 percent change for the previous 12-month period.

*Proposed Adjustments to Animal Licensing and Sheltering Fees*

Since the City Council's adoption in 2006 of Agreement No. 06-66 between the City and IVHS for animal control services, total costs for providing animal control services has increased significantly. Primarily costs have risen because of increases in operating costs associated with the dramatic rise in the processing of stray dogs and cats and the sheltering of these animals. In particular, during the past five years, the number of stray dogs and cats has risen to levels never before seen, primarily as a result of the housing market meltdown leading to the Great Recession of 2007. In order to offset costs associated with the increased processing of stray dogs and cats as well as general cost increases associated with animal control and educational programs, IVHS is proposing several fee adjustments. The proposed fee adjustments would be related to Impound fees, Food and Care fees for impounded animals, and Owner Release-Delinquent license fees.

**Table 1**, below, identifies the proposed fee adjustments related to Impound fees, Food and Care fees for impounded animals, and Owner Release-Delinquent license fees:

**Table 1  
IVHS Current and Proposed Fee Adjustments**

<i>Impound Fees</i>	<i>Current</i>	<i>Proposed</i>	<i>Difference</i>
1st offense/altered	\$25.00	\$30.00	\$5.00
1st offense/unaltered	\$25.00	\$30.00	\$5.00
2nd offense/altered	\$40.00	\$60.00	\$20.00
2nd offense/unaltered	\$40.00	\$60.00	\$20.00
3rd offense/altered	\$60.00	\$90.00	\$30.00
3rd offense/unaltered	\$60.00	\$90.00	\$30.00
Cat-altered	\$5.00	\$10.00	\$5.00
Cat-unaltered	\$5.00	\$10.00	\$5.00
Small animal	\$5.00	\$10.00	\$5.00
Medium animal	\$15.00	\$25.00	\$10.00
Large animal	\$25.00	\$35.00	\$10.00
<i>Food and Care Fees</i>			
Large animal	\$15.00	\$25.00	\$10.00
<i>Owner Release-Delinquent License Fees</i>			
Per animal	\$20.00	\$40.00	\$20.00
Per litter	\$25.00	\$30.00	\$5.00
O/R Pickup live	\$30.00	\$40.00	\$10.00
O/R Pickup dead (DOA)	\$20.00	\$40.00	\$20.00

It should be noted the proposed fee adjustments would only affect those pet owners who have their animals impounded and would not affect per licensing fees. The proposed fee adjustments are also being proposed to other cities and agencies that contract with IVHS.

**FISCAL IMPACT:** Based upon service levels required for animal control services during the previous five-year period, IVHS is estimating that the total cost for animal control services in the City of Montclair for Fiscal Year 2014-15 would be \$265,000, while revenues are estimated to be \$66,000. The proposed Fiscal Year 2014-15 budget includes \$146,000 for animal control services, which represents a 5 percent increase from the Fiscal Year 2013-14 budgeted amount of \$138,500.

A deficit of roughly \$50,000 is projected for animal control services for Fiscal Year 2014-15. In order to offset the projected deficit, IVHS is proposing increasing fees related to Impound fees, Food and Care fees, and Owner Release-Delinquent License fees. The projected amount of increased revenue from the proposed fee adjustments is estimated at roughly \$50,000.

**RECOMMENDATION:** Staff recommends the City Council adopt Resolution No. 14-3026 amending animal licensing and sheltering fees.

**RESOLUTION NO. 14-3026**

**A RESOLUTION OF THE CITY COUNCIL  
OF THE CITY OF MONTCLAIR AMENDING  
ANIMAL LICENSING AND SHELTERING FEES**

**WHEREAS**, Montclair Municipal Code Sections 5.08.020 and 5.08.040 establish that fees related to animal control and humane services shall be adopted by Resolution; and

**WHEREAS**, such services consist of dog licensing, animal impounding, food and care for impounded animals, and other services as directed; and

**WHEREAS**, the costs for providing animal control services by the Inland Valley Humane Society (IVHS) have increased significantly because of increases in operating costs associated with the increased number of stray dogs and cats and the sheltering of these animals; and

**WHEREAS**, revenues collected by the adjustment of Impound fees, Food and Care fees, and Owner Release-Delinquent License fees charged by IVHS would offset increased costs associated with animal control; and

**WHEREAS**, the City Council desires the rates currently charged for animal licensing and sheltering be adjusted to offset more of the costs for providing animal control services.

**NOW, THEREFORE, BE IT RESOLVED** that the City Council of the City of Montclair does hereby adopt animal licensing and sheltering fees as set forth in Exhibit A.

**APPROVED AND ADOPTED** this XX day of XX, 2014.

\_\_\_\_\_  
Mayor

**ATTEST:**

\_\_\_\_\_  
Deputy City Clerk

I, Yvonne L. Smith, Deputy City Clerk of the City of Montclair, DO HEREBY CERTIFY that Resolution No. 14-3026 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, 2014, 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: Animal Licensing and Sheltering Fees

<i>License Fees</i>	<i>Current</i>	<i>Proposed</i>	<i>Difference</i>
Unaltered	\$40.00	\$40.00	-0-
Altered	\$20.00	\$20.00	-0-
S/C Unaltered	\$40.00	\$40.00	-0-
S/C Altered	\$7.50	\$7.50	-0-
Penalty	\$35.00	\$35.00	-0-
<i>Impound Fees</i>			
1st Offense/Altered	\$25.00	\$30.00	\$5.00
1st Offense/Unaltered	\$25.00	\$30.00	\$5.00
2nd Offense/Altered	\$40.00	\$60.00	\$20.00
2nd Offense/Unaltered	\$40.00	\$60.00	\$20.00
3rd Offense/Altered	\$60.00	\$90.00	\$30.00
3rd Offense/Unaltered	\$60.00	\$90.00	\$30.00
Cat-Altered	\$5.00	\$10.00	\$5.00
Cat-Unaltered	\$5.00	\$10.00	\$5.00
Small animal	\$5.00	\$10.00	\$5.00
Medium animal	\$15.00	\$25.00	\$10.00
Large animal	\$25.00	\$35.00	\$10.00
<i>Food and Care</i>			
Dog	\$10.00	\$10.00	-0-
Cat	\$10.00	\$10.00	-0-
Small animal	\$7.00	\$7.00	-0-
Medium animal	\$10.00	\$10.00	-0-
Large animal	\$15.00	\$25.00	\$10.00
Biter (OBS) animal	\$15.00	\$15.00	-0-
<i>Owner Release-Current License</i>			
Per animal	\$20.00	\$20.00	-0-
Per litter	\$25.00	\$25.00	-0-
O/R pickup live	\$30.00	\$30.00	-0-
O/R pickup dead (DOA)	\$20.00	\$20.00	-0-
<i>Owner Release-Delinquent License</i>			
Per animal	\$20.00	\$40.00	\$20.00
Per litter	\$25.00	\$30.00	\$5.00
O/R pickup live	\$30.00	\$40.00	\$10.00
O/R pickup dead (DOA)	\$20.00	\$40.00	\$20.00

## AGENDA REPORT

---

<b>SUBJECT:</b> CONSIDER ADOPTION OF ORDINANCE NO. 14-942 AMENDING CHAPTERS 11.02 AND 11.78 OF THE MONTCLAIR MUNICIPAL CODE RELATED TO CERTIFIED FARMERS' MARKETS  <u>FIRST READING</u>	<b>DATE:</b> May 5, 2014 <b>SECTION:</b> PUBLIC HEARINGS <b>ITEM NO.:</b> B <b>FILE I.D.:</b> HSV042 <b>DEPT.:</b> HUMAN SVCS.
---	--

---

**REASON FOR CONSIDERATION:** Amendments to the Municipal Code require public hearing review and approval by the City Council.

**BACKGROUND:** In Fiscal Year 2012-13, First 5 San Bernardino County awarded a grant to the City under the program Healthy Montclair to help identify needs in the City related to health. One of the needs identified was access to healthy foods. One of the goals identified for Fiscal Year 2013-14 to meet this need is to provide an area in the City for a Certified Organic Farmers' Market.

Staff has crafted the code amendment to allow certified farmers' markets with a Conditional Use Permit in the following locations:

- R-1 (Single-Family Residential) zones on property developed with civic or public uses only when co-sponsored by the City
- R-1 (Single-Family Residential) zones on property developed with religious or public educational uses
- C-3 (General Commercial)

Applications for certified farmers' markets would each be evaluated on their own merits; and if recommended for approval, appropriate conditions would be recommended to the Planning Commission in order to minimize impacts to surrounding property owners and businesses.

At its regular meeting on April 28, 2014, the Planning Commission unanimously recommended the City Council approve proposed Ordinance No. 14-942.

**FISCAL IMPACT:** There would be no direct fiscal impact to the General Fund should the City Council adopt Ordinance No. 14-942.

**RECOMMENDATION:** Staff recommends the City Council adopt the first reading of Ordinance No. 14-942 amending Chapters 11.02 and 11.78 of the Montclair Municipal Code related to certified farmers' markets.

---

Prepared by: <u><i>M. Richter</i></u>	Reviewed and Approved by: <u><i>[Signature]</i></u>
Proofed by: <u><i>Christine Smickley</i></u>	Presented by: <u><i>[Signature]</i></u>

---

**ORDINANCE NO. 14-942**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MONTCLAIR AMENDING CHAPTER 11.02 ("DEFINITIONS") AND CHAPTER 11.78 ("CONDITIONAL USE PERMITS") OF THE MONTCLAIR MUNICIPAL CODE TO ALLOW CERTIFIED FARMERS' MARKETS**

**WHEREAS**, Certified Farmers' Markets involve the occasional, seasonal, regular, or semiregular sales of fresh food products grown or produced by local farmers that is certified by the State of California and operated in accordance with the State of California Food and Agricultural Code; and

**WHEREAS**, in 1977, regulations required farmers to properly pack, size, and label their fresh fruits, nuts, and vegetables in standard containers to transport and sell in markets anywhere other than the farm site; and

**WHEREAS**, in 1977, the California Department of Food and Agriculture exempted farmers from packing, sizing, and labeling requirements, allowing their products to be sold at Certified Farmers' Markets; and

**WHEREAS**, Certified Farmers' Markets offer consumers an alternative location to purchase fresh foods grown or produced by local farmers and provides consumers with an opportunity to meet the farmers and learn how their food supply is produced; and

**WHEREAS**, the direct marketing of agricultural products through Certified Farmers' Markets benefits the agricultural community and consumers by allowing small farmers to market their products without the added expenses of commercial preparation, thereby increasing their net income and making it possible for them to stay in business; and

**WHEREAS**, there are approximately 700 Certified Farmers' Markets statewide and approximately 2,200 certified producers; of these markets, 51 percent are year-round markets and the balance are seasonal; and

**WHEREAS**, several local cities have established Certified Farmers' Markets, many operating on a weekly basis, for the convenience of their residents; and

**WHEREAS**, establishment of a Certified Farmers' Market on a regular or semiregular basis has the potential to attract customers from outside the community who may also desire to patronize other businesses in Montclair.

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

**SECTION I. Amendment of Code.**

The following definition is hereby added to Section 11.02.010 ("Definitions") of the Montclair Municipal Code:

**Certified Farmers' Market** means the occasional, seasonal, regular, or semiregular sales of food and farm produce such as fruits, vegetables, nuts, herbs, eggs, honey, flowers, and food products from livestock at an outdoor or indoor venue that is certified by the State of California and operated in accordance with Division 17, Chapter 10.5 (Section 47000 *et seq.*) of the State of California Food and Agricultural Code.

**SECTION II. Amendment of Code.**

Section 11.78.030(K) of the Montclair Municipal Code is hereby repealed and replaced as follows:

- K. Community uses (special uses)
  - 1. Certified farmers' markets (R-1, on property developed with civic or public uses only when sponsored or co-sponsored by the City; R-1, on property developed with religious or public educational uses; C-3)
  - 2. Wireless telecommunications facilities (AP, C-2, C-3, MIP, M-1, M-2)

**SECTION III. Severability.**

If any section, subsection, subdivision, paragraph, sentence, clause, or phrase of this Ordinance or any part thereof is for any reason held to be unconstitutional, such decision shall not affect the validity of the remaining portion of this Ordinance or any part thereof. The City Council hereby declares that it would have passed each section, subsection, subdivision, paragraph, sentence, clause, or phrase thereof, irrespective of the fact that any one or more sections, subsections, subdivisions, paragraphs, sentences, clauses, or phrases be declared unconstitutional.

**SECTION IV. Effective Date.**

This Ordinance shall be in full force and effect thirty (30) days after passage.

**SECTION V. Posting.**

The City Clerk shall certify to the passage of this Ordinance and cause the same to be posted pursuant to Government Code Section 36933.

**APPROVED AND ADOPTED** this XX day of XX, 2014.

---

Mayor

**ATTEST:**

---

Deputy City Clerk

**Certified Farmers' Market** means the occasional, seasonal, regular, or semiregular sales of food and farm produce such as fruits, vegetables, nuts, herbs, eggs, honey, flowers, and food products from livestock at an outdoor or indoor venue that is certified by the State of California and operated in accordance with Division 17, Chapter 10.5 (Section 47000 *et seq.*) of the State of California Food and Agricultural Code.

**SECTION II. Amendment of Code.**

Section 11.78.030(K) of the Montclair Municipal Code is hereby repealed and replaced as follows:

- K. Community uses (special uses)
  - 1. Certified farmers' markets (R-1, on property developed with civic or public uses only when sponsored or co-sponsored by the City; R-1, on property developed with religious or public educational uses; C-3)
  - 2. Wireless telecommunications facilities (AP, C-2, C-3, MIP, M-1, M-2)

**SECTION III. Severability.**

If any section, subsection, subdivision, paragraph, sentence, clause, or phrase of this Ordinance or any part thereof is for any reason held to be unconstitutional, such decision shall not affect the validity of the remaining portion of this Ordinance or any part thereof. The City Council hereby declares that it would have passed each section, subsection, subdivision, paragraph, sentence, clause, or phrase thereof, irrespective of the fact that any one or more sections, subsections, subdivisions, paragraphs, sentences, clauses, or phrases be declared unconstitutional.

**SECTION IV. Effective Date.**

This Ordinance shall be in full force and effect thirty (30) days after passage.

**SECTION V. Posting.**

The City Clerk shall certify to the passage of this Ordinance and cause the same to be posted pursuant to Government Code Section 36933.

**APPROVED AND ADOPTED** this XX day of XX, 2014.

---

Mayor

**ATTEST:**

---

Deputy City Clerk

## AGENDA REPORT

---

---

**SUBJECT:** CONSIDER APPROVAL OF PARCEL MERGER  
NO. 2014-1 FOR FOUR PARCELS LOCATED  
GENERALLY AT THE SOUTHEAST CORNER  
OF HOLT BOULEVARD AND ROSE AVENUE

**DATE:** May 5, 2014

**SECTION:** ADMIN. REPORTS

**ITEM NO.:** 1

**FILE I.D.:** LDU225

**DEPT.:** PUBLIC WORKS

---

---

**REASON FOR CONSIDERATION:** Parcel mergers are permitted under the Subdivision Map Act and the Montclair Municipal Code, subject to the approval of the City Council.

**BACKGROUND:** RGS Investments, the owner of four parcels fronting on Holt Boulevard, Rose Avenue, and Brooks Street, has expressed its wish to merge all four parcels into a single parcel. Such a merger is permitted under both the Subdivision Map Act and the City's Municipal Code. A parcel merger application has been submitted and reviewed.

The properties in question are generally identified as 5399 Holt Boulevard. Existing development includes a used car sales lot and a house. The house will be razed, and a demolition permit for that work has been issued by the Building Division. Some grading and paving will be performed to expand the used car sales activity.

**FISCAL IMPACT:** The merger of these parcels would have an unknown but positive fiscal impact to the City, potentially through increased sales taxes generated from the sales of more used cars.

**RECOMMENDATION:** Staff recommends the City Council approve Parcel Merger No. 2014-1 for four parcels located generally at the southeast corner of Holt Boulevard and Rose Avenue.

---

---

Prepared by: *M. Scall*

Reviewed and  
Approved by: *M. Scall*

Proofed by: *Alle M*

Presented by: *Samuel J. ...*

---

---

RECORDING REQUESTED  
BY AND MAIL TO:

CITY OF MONTCLAIR  
CITY ENGINEER  
P. O. BOX 2308  
MONTCLAIR, CA 91763

SPACE ABOVE THIS LINE FOR RECORDER'S USE

CERTIFICATE OF PARCEL MERGER NO. 2014 - 1

RECORD OWNERS	EXISTING PARCELS ASSESSOR PARCEL NUMBERS
RGS Investments, LLC	1011-051-01
RGS Investments, LLC	1011-051-02
RGS Investments, LLC	1011-051-03
RGS Investments, LLC	1011-051-04A

LEGAL DESCRIPTION OF MERGED PARCEL

SEE EXHIBIT B

State of California  
County of San Bernardino

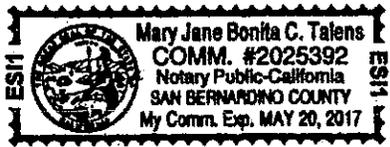
DATED: 4/21/14

On 4/21/14 before me, Mary Jane Bonita C. Talens  
personally appeared Osama and Ray Wahid  
 personally known to me - or \_\_\_\_\_ proved to me on  
the basis of satisfactory evidence to be the person(s)  
whose name(s) is/are subscribed to the within instrument  
and acknowledged to me that he/she/they executed the same  
in his/her/their authorized capacity(ies), and that by his/her/their  
signature(s) on the instrument the person(s), or the entity upon  
behalf of which the person(s) acted, executed the instrument.

SIGNATURE OF RECORDED OWNER(S)  
[Signature]  
[Signature]

WITNESS my hand and official seal.

[Signature]  
Signature of Notary



CERTIFICATE OF PARCEL MERGER NO. 2014 - 1 WAS APPROVED BY THE MONTCLAIR CITY COUNCIL

ON: \_\_\_\_\_

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

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

(Engineer's Stamp)

EXHIBIT "A"

Sheet 1 of 1

CERTIFICATE OF PARCEL MERGER NO. 2014 -1

HOLT BOULEVARD

N89°34'15"E

VARIES

VARIES

CURVE TABLE			
No.	Radius	Delta	Length
C1	20.00'	90°00'25"	31.42'
C2	20.00'	89°59'35"	31.41'

LEGEND

- EXISTING CENTERLINE
- LOT LINES TO BE REMOVED

ROSE AVENUE

30'

N00°22'55"W 540.02'

N00°22'55"W 432.00'

230.00'

122.00'

80.00'

30'

N89°37'30"E

190.01'

BROOKS STREET

30'

140.05'

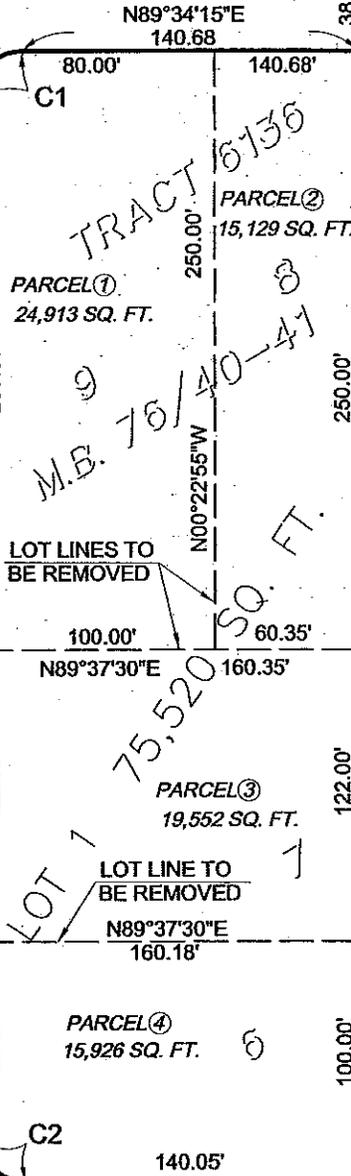
100.00'

122.00'

250.00'

38.20'

472.00'



LOT LINES TO BE REMOVED

LOT LINE TO BE REMOVED

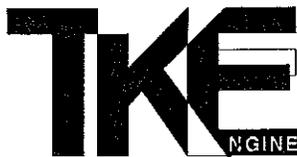
TRACT 6136

M.B. 76/40-41

LOT 1 75,520 SQ. FT.



SCALE: 1" = 80'



2305 CHICAGO AVENUE  
TKE ENGINEERING, INC.  
RIVERSIDE, CA 92507  
(951) 680-0440

*Ronald A. Musser*

RONALD A. MUSSER L.S. No. 4230  
EXPIRES: 6-30-12



EXHIBIT "A"

- APN 1011-051-010000
- APN 1011-051-020000
- APN 1011-051-030000
- APN 1011-051-040000

## EXHIBIT B

### EXISTING LEGAL DESCRIPTION

#### PARCEL 1:

Lot 9 of Tract 6136, in the City of Montclair, County of San Bernardino, State of California, as per map recorded in Book 76 Pages 40 and 41 of Maps, in the office of the County Recorder of said County.

Containing: 24,913 square feet more or less.

#### PARCEL 2:

Lot 8 of Tract 6136, in the City of Montclair, County of San Bernardino, State of California, as per map recorded in Book 76 Pages 40 and 41 of Maps, in the office of the County Recorder of said County.

Containing: 15,129 square feet more or less.

#### PARCEL 3:

Lot 7 of Tract 6136, in the City of Montclair, County of San Bernardino, State of California, as per map recorded in Book 76 Pages 40 and 41 of Maps, in the office of the County Recorder of said County.

Containing: 19,552 square feet more or less.

#### PARCEL 4:

Lot 6 of Tract 6136, in the City of Montclair, County of San Bernardino, State of California, as per map recorded in Book 76 Pages 40 and 41 of Maps, in the office of the County Recorder of said County.

Containing: 15,926 square feet more or less.

This description prepared was prepared by me or under my direction.



Ronald A. Musser, L.S. 4230

License expires 06/30/14



## EXHIBIT B

### PROPOSED LEGAL DESCRIPTION

**LOT 1:**

Lots 6 through 9 inclusive of Tract 6136, in the City of Montclair, County of San Bernardino, State of California, as per map recorded in Book 76 Pages 40 and 41 of Maps, in the office of the County Recorder of said County.

Containing: 75,520 square feet more or less.

This description prepared was prepared by me or under my direction.



Ronald A. Musser, L.S. 4230  
License expires 06/30/14

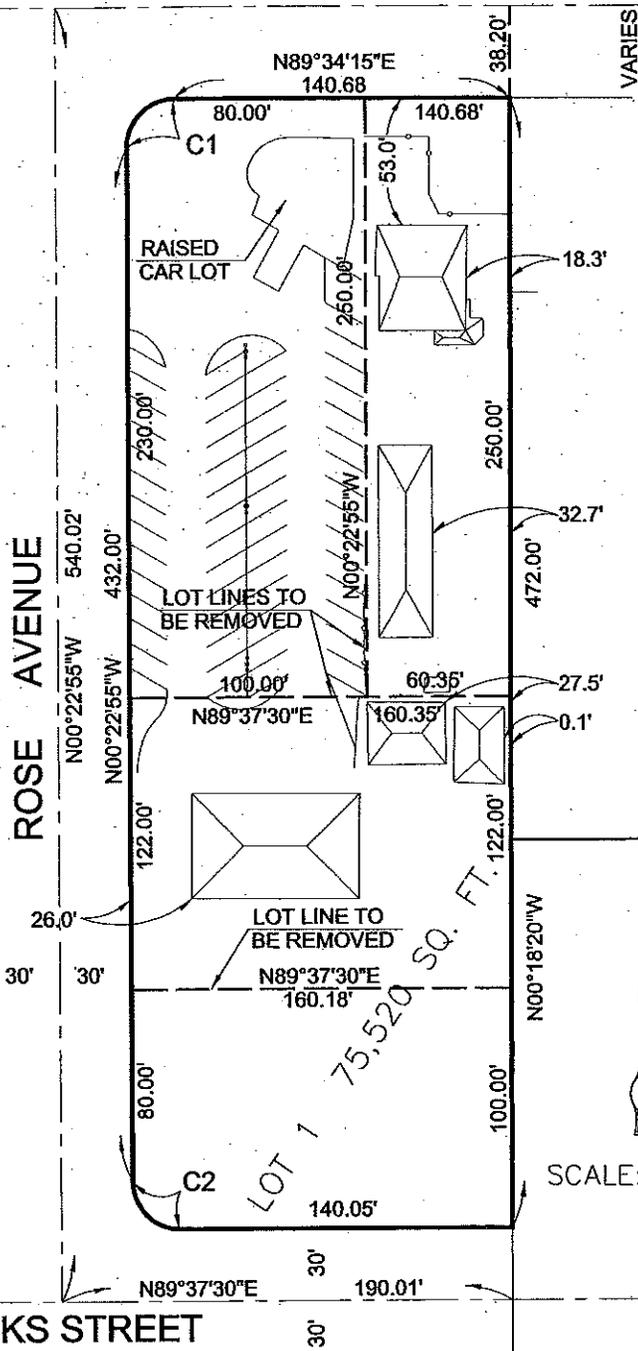


SITE PLAN

CERTIFICATE OF PARCEL MERGER NO. 2014-1

HOLT BOULEVARD

CURVE TABLE			
No.	Radius	Delta	Length
C1	20.00'	90°00'25"	31.42'
C2	20.00'	89°59'35"	31.41'



SCALE: 1"=80'

**TKE**  
ENGINEERING

2305 CHICAGO AVENUE  
TKE ENGINEERING, INC.  
RIVERSIDE, CA 92507  
(951) 680-0440

*Ronald A. Musser*

RONALD A. MUSSER L.S. No. 4230  
EXPIRES: 6-30-12



**EXHIBIT "A"**

- APN 1011-051-010000
- APN 1011-051-020000
- APN 1011-051-030000
- APN 1011-051-040000

## AGENDA REPORT

---

<b>SUBJECT:</b> CONSIDER APPROVAL OF THE PETITION FOR MODIFICATION OF ESTABLISHED UNIT AND PETITION FOR FORMAL RECOGNITION OF THE EMPLOYEE ORGANIZATION "MONTCLAIR CITY CONFIDENTIAL EMPLOYEES' ASSOCIATION" (MCCEA) FOR PURPOSES OF MEETING AND CONFERRING IN GOOD FAITH	<b>DATE:</b> May 5, 2014 <b>SECTION:</b> ADMIN. REPORTS <b>ITEM NO.:</b> 2 <b>FILE I.D.:</b> MCC050 <b>DEPT.:</b> ADMIN. SVCS.
---	--

---

**REASON FOR CONSIDERATION:** The City Council is requested to consider approval of the Petition for Modification of Established Unit and Petition for Formal Recognition of the Employee Organization "Montclair City Confidential Employees' Association" (MCCEA) for purposes of meeting and conferring in good faith.

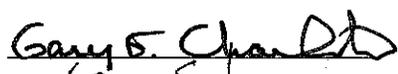
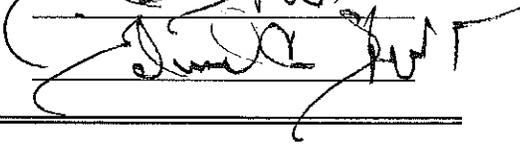
A copy of the petition and related documents are included in the agenda packets for the City Council's review and consideration.

**BACKGROUND:** On October 1, 2013, the City received a Petition for Modification of Established Unit and Petition for Formal Recognition of the Employee Organization "Montclair City Confidential Employees' Association" (MCCEA) from a group of employees who were represented by the San Bernardino Public Employees Association (SBPEA). The employees requesting to establish the new bargaining unit belonged to classifications identified in the SBPEA Memorandum of Understanding (MOU) as "confidential" employees. "Confidential" is defined in City of Montclair Resolution No. 761 (Employer-Employee Relations Resolution) as an employee who is privy to decisions of City management affecting employer-employee relations. It is the contention of these employees that they do not receive equal representation by SBPEA because of their confidential status and, therefore, desire to form their own association.

The petition was reviewed and was determined to be in compliance with the requirements of Resolution No. 761. On November 14, 2013, a hearing was held, as required, involving all affected employee organizations related to the request. On March 10, 2014, a determination was issued by the City Manager/Municipal Employee Relations Officer that the petition was in compliance with the requirements of Resolution No. 761, Section 9 (Petition for Recognition), and that MCCEA as proposed is an appropriate unit for the purposes of meeting and conferring in good faith. On April 7, 2014, a letter of formal recognition was issued recognizing MCCEA as a new bargaining unit at the City of Montclair effective April 9, 2014, which was submitted and approved by the Personnel Committee.

**FISCAL IMPACT:** There is no fiscal impact associated with the formal recognition of MCCEA as a separate and distinct bargaining unit from SBPEA.

---

Prepared by:		Reviewed and Approved by:	
Proofed by:		Presented by:	

---

**RECOMMENDATION:** Staff recommends the City Council approve the Petition for Modification of Established Unit and Petition for Formal Recognition of the Employee Organization "Montclair City Confidential Employees' Association" (MCCEA) for purposes of meeting and conferring in good faith.

## AGENDA REPORT

---

**SUBJECT:** CONSIDER DECLARING CERTAIN CITY  
PROPERTY AS SURPLUS AND AVAILABLE  
FOR AUCTION

**DATE:** May 5, 2014  
**SECTION:** ADMIN. REPORTS  
**ITEM NO.:** 3  
**FILE I.D.:** EQS051/052  
**DEPT.:** POLICE

---

**REASON FOR CONSIDERATION:** The City Council is requested to consider declaring certain City property as surplus so it may be made available for auction.

**BACKGROUND:** The items included on the attached lists are considered as surplus City property including broken and unserviceable items. Upon being declared as surplus by the City Council, they will be made available for auction.

**FISCAL IMPACT:** There is no estimation as to the proceeds to be received through the auction of these items.

**RECOMMENDATION:** Staff recommends the City Council declare certain City property as surplus and available for auction.

---

Prepared by:

*Sharon Appian*  
*Judy*

Reviewed and  
Approved by:

*M. deMoe*

Proofed by:

Presented by:

*David*

---

# CITY OF MONTCLAIR PROPERTY AUCTION LOG

DEPARTMENT Police DEPARTMENT DEPARTMENT MONTH APRIL YEAR 2014 PAGE 1 of 2

AUCTION #	ESTIMATED VALUE	QUANTITY	DESCRIPTION OF ITEM TO BE AUCTIONED	SERIAL #	CITY TAG
		2	ROAD SPIKE SPIKE STRIPS		
		3	BOX OF MISC. LIGHTS		
		1	PUSH-BAR		
		2	PIT BAR SET		
		2	COMMAND BOXES (IN UNITS)		
		3	LIDAR HOLDERS (METAL)		
		2	CRAFTSMAN TOOL BOXES		
		1	MINE DETECTOR	M803 0021	
		30 (+18.00)	RAIN BOOTS (PAIR)		
		1	FEDERAL SIGNAL CLEAR LIGHT BAR	6583286	
		1	FEDERAL SIGNAL ORANGE LIGHT BAR	MODEL # 582004700799	
		1	ARROW STICK LIGHT BAR		
		1	ORANGE LIGHT BAR		
		1	FEDERAL SIGNAL LUDA SPECYRE		
		1	COLLAPSABLE PRESENTATION BOARD		

# CITY OF MONTCLAIR PROPERTY AUCTION LOG

DEPARTMENT Police Department MONTH April PAGE 2 of 2

AUCTION #	ESTIMATED VALUE	QUANTITY	DESCRIPTION OF ITEM TO BE AUCTIONED	SERIAL #	CITY TAG
		1	GENERAL ELECTRIC RADIO AMP	M00402261024	
		1	GENERAL ELECTRIC RADIO HEAD		
		1	GENERAL ELECTRIC RADIO	B126012	
		1	2354 POWER SUPPLY		
		2	BE RADIO BRACKETS		
		3	SLEEPING BAGS		
		6	ASSORTED EAR PROTECTION		
		2	ARMY SATCHELS		
		1	PATROL BAG		
		1	TRUNK SLIDE OUT COVER		





# CITY OF MONTCLAIR PROPERTY AUCTION LOG

DEPARTMENT I.T. MONTH 4/14 PAGE 1 of 7

AUCTION #	ESTIMATED VALUE	QUANTITY	DESCRIPTION OF ITEM TO BE AUCTIONED	SERIAL #	CITY TAG
14-1		1	Chair - Blue no roll		
14-2		1	Chair - Two Tone - no arms		
-3		1	Chair - Red - no arms		
-4		1	Chair - Green w/ arms		
-5		1	Chair - Blue w/ arms		
-6		1	PC Tower	MXM 6100624	16024
-7		1	PC Tower	MXL 80705R6	
-8		1	PC Tower	MXM 732 05 DM	16290
-9		1	PC Tower	MXL 91006J9	16627
-10		1	" "	MXL 00 119 97	
-11		1	" "		15953
-12		1	" "	MXL 646 07 F2	16070
-13		1	" "	MXL 80705W6	16551
-14		1	" "	MXM 634030C	16679
-15		1	" "	10002	15765

# CITY OF MONTCLAIR PROPERTY AUCTION LOG

DEPARTMENT I.T. MONTH 4/14 PAGE 2 of 7

AUCTION #	ESTIMATED VALUE	QUANTITY	DESCRIPTION OF ITEM TO BE AUCTIONED	SERIAL #	CITY TAG
14-16		1	PC Tower	MXM 634 030 R	15888
-17		1	"	MXM 732 05 DH	16682
-18		1	"	ECPP4150078	15871
-19		1	All-in-One PC	4324527-0001	16181
-20		1	HP LJ 1012	CNF B081617	15792
-21		1	HP DJ 5650	MY 34A1K17W	15838
-22		1	Canon Image Class D761	JHK 05889	15665
-23		1	HP DJ 5550	MY25RIJ017	15641
-24		1	HP LJ 1022N	VNB 3D27323	15905
-25		1	HP OJ G110xi	MY2CHC22XQ	
-26		1	HP OJ Pro K 550	MY5C9211B4	16156
-27		1	HP LJ 6L	USD B016787	15015
-28		1	HP OJ Pro K 5400	MY8AV681NM	16620
-29		1	HP ScanJet 5300C	CN07V20024	14176
-30		1	HP OJ G210	CNG9SEF14C	

# CITY OF MONTCLAIR PROPERTY AUCTION LOG

DEPARTMENT I.T. MONTH 4/14 PAGE 3 of 7

AUCTION #	ESTIMATED VALUE	QUANTITY	DESCRIPTION OF ITEM TO BE AUCTIONED	SERIAL #	CITY TAG
14-31		1	HPOJ Pro K550	MYG1F3117V	16012
-32		1	HP <sup>65</sup> 1200	CNXY120634	15402
-33		1	Panasonic TV	ME80710383	
-34		1	Princeton LCD 1912	JCBF5202377	15874
-35		1	Viewsonic VX 2033wm	RA5101341804	
-36		1	Planar PL1910M	BD817A81392	16718
-37		1	Sylvania PD-80A	SHCC2501077	15487
-38		1	Viewsonic VG 930M	GC2095021022	16763
-39		1	HP Compaq LE1911	CNK1360JOT	16379
-40		1	Princeton VL193	OTCD2700413	15823
-41		1	Viewsonic VG 930M	QC2095021026	16761
-42		1	Sylvania PD-80A	SHCC1801482	15406
-43		1	Princeton LCP1912	JCBF5200691	16052
-44		1	Sylvania PD-80A	SHCC1801433	15172
-45		1	Princeton LCD1912	JCBF5200636	16061

# CITY OF MONTCLAIR PROPERTY AUCTION LOG

DEPARTMENT IT MONTH 4/14 PAGE 4 of 7

AUCTION #	ESTIMATED VALUE	QUANTITY	DESCRIPTION OF ITEM TO BE AUCTIONED	SERIAL #	CITY TAG
14-46		1	Princeton <del>PD</del> LCD 1912	JCBF5100470	16051
47		1	HP L1908W	3CQ8174CBC	16654
48		1	Princeton VL1918	TVCF2803081	15780
49		1	Sylvania PD-80A	SHCC2003314	15173
50		1	Elo E432721	J08L042108	
51		1	NEC LCD 1760 NXi	42102937YA	
52		1	Podium w/ Microphone		
53		1	Sony PCV-HHL	W41215BMO1902496	
54		1	DVD Player Lite-on LVW-5005A	602520005306	
55		1	Cisco 1700 Router	JMK0721FOJL	
56		1	Cisco 1700 router	JMK0708F1RQ	15609
57		1	Supermicro Server	3CT13803349	16213
58		1	3U Server		16211
59		1	Novel Premio Server	2021020591	15637
60		1	" "	2021020592	15638

# CITY OF MONTCLAIR PROPERTY AUCTION LOG

AUCTION #	ESTIMATED VALUE	QUANTITY	DESCRIPTION OF ITEM TO BE AUCTIONED	SERIAL #	CITY TAG
-61		1	Novel Premis Server	2021020590	15635
-62		1	HP Storage works Tape Auto loader	MXA 801108N <del>AA56 202104988096</del>	
-63		1	Super Micro Server 2U	100545 <del>01002</del> 61002	15944
-64		1	" " " 2U	545 <del>100 01004</del>	15943
-65		1	" " " 2U	100545 01001	15946
-66		1	" " " 2U	100545 01003	15945
-67		1	Kyocera mita KM-3570	AAJ3029360	15662
-68		1	Kyocera mita Km-5530	AAJ3029529	
-69		1	Kyocera mita Km-3530	ASK 3024345	
-70		1	IR Color LJ 5500	JPJRO02231	15787
-71		1	420 APC Server Rack w/ Battery & Controller		
-72		1	420 APC Server Rack		
-73		1	420 APC Server Rack		
-74		1	Misc Box of Parts		
-75		1	Misc Box of Parts		

# CITY OF MONTCLAIR PROPERTY AUCTION LOG

DEPARTMENT I. T. MONTH 4/14 PAGE 6 of 7

AUCTION #	ESTIMATED VALUE	QUANTITY	DESCRIPTION OF ITEM TO BE AUCTIONED	SERIAL #	CITY TAG
14-76		1	Misc Box of Parts		
-77		1	Misc Box of UPS's & Parts		
-78		1	Box of Receipt Printers		
-79		1	Box of Cameras ( <del>Serials</del> )		
-80		1	Epson Photo Printer lot 2		
-81		1	Epson Photo Printer 2 of 2		
-82		1	Box of Parts		
-83		1	Misc Box of Parts		
-84		1	Box of Monitor Arms		
-85		1	Box of Tapes		
-86		1	Box of Cables & Parts		
-87		1	Box of Cell Phones		
-88		1	Tripod		
-89		1	Tripod		
-90		1	TV Mount		



# CITY OF MONTCLAIR PROPERTY AUCTION LOG

DEPARTMENT HUMAN SERVICES MONTH March 2014 PAGE 1 of 1

AUCTION #	ESTIMATED VALUE	QUANTITY	DESCRIPTION OF ITEM TO BE AUCTIONED	SERIAL #	Rcd CITY TAG
	\$50	1	TV - RCA		1
	under \$10	1	Wood stand on wheels for typewriter (small)	No TAG / ED City	3
	under \$10	1	Wood computer stand on wheels: bulky & worn	No City Tag / ED	4
	under \$10	1	Wood end table: Small & very old	ED # 10896	5
	under \$10	1	Wood end table: small & very old	ED # 10895	6
	\$25	1	Metal table/desk: very heavy & large (old)	No ED #	7
	\$20	1	TV - RCA 24 inch (old)	No ED #	8
	\$20	1	TV - Sharp 32 inch (old)	No ED #	9
	\$10	1	Metal stand for computer white (old)	No ED #	10

\* 9 items total for Auction - HS

# CITY OF MONTCLAIR PROPERTY AUCTION LOG

DEPARTMENT HUMAN SERVICES MONTH March 2014 PAGE 1 of 2

TAG #	ID #	ESTIMATED VALUE	QUANTITY	DESCRIPTION OF ITEM TO BE DESTROYED	SERIAL #	CR #	PRICE SOLD FOR
D-1	No ID	0	1	Broken OMM Table - black (medical clinic)	No ID		
D-2	No ID	0	1	Broken upright Medical scale	No ID		
D-3	through D-11	0	9	Damaged 8 x 8 Fr. tables - Tan	No ID's		
D-12	#15427	0	1	Broken office chair: maroon material	ID #15427		
D-13	/	0	1	typewriter - gray (old) Not working	No ID		
D-14	/	0	1	Typewriter - tan (old) Not working	No ID		
D-15	/	0	1	office chair - No arms old/lumpy	No ID		
D-16	through D-17	0	2	brown metal chairs - broken	No ID		
D-18	/	0	1	White plastic chair - broken	No ID		
D-19	/	0	1	broken canopy - white	No ID		
D-20	#10529	0	1	10 ft table metal frame: broken very heavy	#10529		
D-21	through D-22	0	2	8 ft x 2 ft tables: very old, heavy damaged	unable to Read ID - work many		
D-23		0	1	Black office chair broken	No ID		
D-24		0	1	gray office chair broken	No ID		
D-25		0	1	gray office chair broken	No ID		





# CITY OF MONTCLAIR PROPERTY AUCTION LOG

DEPARTMENT Police Department      MONTH April      2014      PAGE 1 of 5

TAG #	ID #	ESTIMATED VALUE	QUANTITY	DESCRIPTION OF ITEM TO BE DESTROYED	SERIAL #	CR #	PRICE SOLD FOR
			1	VISION HAWK DRIVE SYSTEM w/ SCREEN CAMERA, MICROPHONE AND CONTROL PANEL	51481		
			1	"	51465		
			1	"	51413		
			1	"	51412		
			1	"	51483		
			1	"	51488		
			1	"	51486		
			1	"	51479		
			1	"	51480		
			1	"	51484		
			1	"	51487		
			1	"	51482		
			1	"	52022		
			1	"	51414		
			2	EXPANDABLE BATON	-		

# CITY OF MONTCLAIR PROPERTY AUCTION LOG

DEPARTMENT Police Department MONTH April PAGE 2 of 5

TAG #	ID #	ESTIMATED VALUE	QUANTITY	DESCRIPTION OF ITEM TO BE DESTROYED	SERIAL #	CR #	PRICE SOLD FOR
			1	BUSCH ANDLOMB BINOCULARS	—		
16818			1	CANON POWER SHOT A495 CAMERA	062022018975		
16832			1	"	062022018964		
16816			1	"	062022022593		
			1	"	062022018968		
			1	"	062022022795		
38			1	CANON POWER SHOT A810 CAMERA	452063008869		
	70		1	TASER CAM	Y06-012667		
	72		1	"	Y06-012668		
			1	OLYMPUS RECORDER	379667Y0P		
			1	"	379882Y0P		
			1	"	379593 Y0P		
			1	"	38358 Y0P		
			2	STREAMLIGHT FLASHLIGHT			
	51		1	X26 TASER	X00-062644		

# CITY OF MONTCLAIR PROPERTY AUCTION LOG

DEPARTMENT Police Department MONTH APRIL YEAR 2014 PAGE 3 of 5

TAG #	ID #	ESTIMATED VALUE	QUANTITY	DESCRIPTION OF ITEM TO BE DESTROYED	SERIAL #	CR #	PRICE SOLD FOR
	4		1	X26 TASER	X00-297277		
	3		1	X26 TASER	X00-0415440		
	63		1	X26 TASER	X00-063593		
	68		1	X26 TASER	X00-129010		
	31		1	X26 TASER	X00-059934		
	78		1	X26 TASER	X00-031592		
	67		1	X26 TASER	X00-069167		
	5		1	X26 TASER	X00-043045		
	1		1	X26 TASER	X00-055989		
	43		1	X26 TASER	X00-58306		
	58		1	X26 TASER	X00-063455		
	44		1	X26 TASER	X00-058571		
	99		1	TASER CAM	V06-012060		
	48		1	TASER CAM	V06-012254		
	53		1	TASER CAM	V06-12636		

# CITY OF MONTCLAIR PROPERTY AUCTION LOG

DEPARTMENT Police Department MONTH APRIL 2014 PAGE 4 of 5

TAG #	ID #	ESTIMATED VALUE	QUANTITY	DESCRIPTION OF ITEM TO BE DESTROYED	SERIAL #	CR #	PRICE SOLD FOR
07			1	TASER CAM	V06-012488		
33			1	TASER CAM	V06-012515		
44			1	TASER CAM	V06-012546		
55			1	TASER CAM	V06-012638		
			1	MULTICODE BATE OPENER			
			1	JVC CAMCORDER			
40			1	OLYMPUS DIGITAL CAMERA P-460	106589127		
			2	FS-4000 AUTO COIN SORTER			
			1	CANON CP1213D CALCULATOR	276786		
			1	"	279453		
			1	"	306369		
			1	"	238046		
			1	"	269457		
			1	"	220392		
			1	HITACHI CAMCORDER W/BAG	80202577		



## AGENDA REPORT

---

**SUBJECT:** CONSIDER APPROVAL OF WARRANT REGISTER AND PAYROLL DOCUMENTATION

**DATE:** May 5, 2014

**SECTION:** ADMIN. REPORTS

**ITEM NO.:** 4

**FILE I.D.:** FIN540

**DEPT.:** ADMIN. SVCS.

---

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

**BACKGROUND:** Mayor Pro Tem Ruh has examined the Warrant Register dated May 5, 2014 and Payroll Documentation dated March 23, 2014, and recommends their approval.

**FISCAL IMPACT:** The Warrant Register dated May 5, 2014, totals \$1,037,454.33. The Payroll Documentation dated March 23, 2014, totals \$529,456.70 gross, with \$373,491.93 net being the total cash disbursement.

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

---

Prepared by:

*Yvonne L Smith*

Reviewed and  
Approved by:

*[Signature]*

Proofed by:

*Andrew DeWitt*

Presented by:

*[Signature]*

---

## AGENDA REPORT

---

<b>SUBJECT:</b> CONSIDER APPROVAL OF AGREEMENT NO. 14-28 WITH VISION INTERNET PROVIDERS, INC., FOR WEBSITE DEVELOPMENT SERVICES	<b>DATE:</b> May 5, 2005 <b>SECTION:</b> AGREEMENTS <b>ITEM NO.:</b> 1 <b>FILE I.D.:</b> COM500 <b>DEPT.:</b> ADMIN. SVCS.
--	--

---

**REASON FOR CONSIDERATION:** The City's website was last updated in 2003. Since then, numerous technological advances have rendered the City's website outdated. A website redesign is necessary to address not only the outdated interface but also the way in which residents and businesses access the site.

Attached to this report is a copy of proposed Agreement No. 14-28 (including *Attachment A: Scope of Work*) with Vision Internet Providers, Inc., for website development services for the City Council's review and consideration.

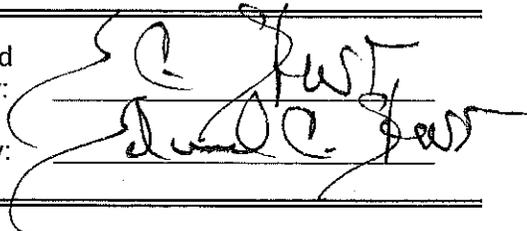
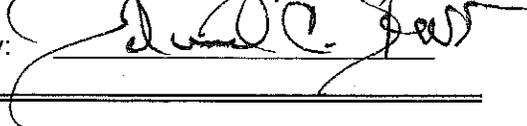
**BACKGROUND:** Given that a city website is one of the most important mediums of interacting with the public, a thorough website assessment was conducted to better evaluate current and future website trends. The assessment revealed that the City's website is difficult for users to navigate and quickly find information, it is difficult for staff to update, it lacks many of the features and abilities available on other public websites, and it is not compatible with smart phones and tablet devices.

Staff has determined that in order to address the above mentioned findings and improve transparency, increase traffic to the City's website, and enhance communication with the public, a redesign of the website is necessary.

Staff submitted Requests for Qualifications (RFQs) to several website development firms and has determined that only the following three firms meet the necessary criteria set forth in the RFQ to warrant consideration as a possible firm for website development services: Civica; CivicPlus; and Vision Internet Providers, Inc. These firms provided demonstrations of their solutions, capabilities, and website renderings. The following are the estimated quotes from each firm for website development services.

✓	Civica	\$35,580
✓	Vision Internet Providers, Inc.	\$29,125
✓	CivicPlus	\$28,474

---

Prepared by: 	Reviewed and Approved by: 
Proofed by: 	Presented by: 

---

After careful consideration of each proposal, staff has selected Vision Internet Providers, Inc., as the best option. Vision Internet Providers, Inc.'s qualifications, strategic approach, design capabilities, estimated price point, and extensive experience in developing award-winning public sector websites set the company apart from the other firms. In particular, the use of customizable web pages set Vision Internet Providers, Inc. apart from its closest priced competitor CivicPlus which uses template-based web pages.

#### *Vision Internet Providers, Inc.*

Vision Internet Providers, Inc., has specialized in the development and hosting of government websites for over eighteen years. Vision Internet Providers, Inc., has created over 500 government websites for cities specializing in custom designs, whereas most other firms use template models.

Vision Internet Providers, Inc., has provided website development services for several cities including Buena Park, Burbank, Costa Mesa, Diamond Bar, Hermosa Beach, La Mirada, Manhattan Beach, Newport Beach, Ontario, and Palm Springs.

Vision Internet Providers, Inc., provides a user-friendly product and a website development process that takes into account a city's needs and, more importantly, the information needs of a community. Vision Internet Providers, Inc., provides the following project deliverables:

- ✓ Conceptual design including graphics and information organization
- ✓ Software installation and configuration
- ✓ Content migration and website configuration
- ✓ Staff training
- ✓ Final testing and approval of content migration

Vision Internet Providers, Inc., sets itself apart from other website vendors with its software, entitled, "Vision Content Management System (VCMS)," that emphasizes easy-to-use tools, including a drag-and-drop feature that gives users the freedom to configure and manage websites without intensive staff training or custom software development.

VCMS allows users to keep website information constantly up-to-date without having to conduct time-intensive updates. VCMS has the ability to dynamically populate multiple instances of an item, such as calendar events, news items, or documents, in multiple places throughout a website without having to adjust multiple web pages. This allows for faster edits to websites, less time-intensive updates, and informational uniformity.

#### *Redesign Website*

One of the main goals of the website redesign is to transform the way the City communicates online with residents and businesses. With the incorporation of social media into the website redesign, residents and businesses would have the ability to communicate with City officials and staff more effectively and efficiently. The website redesign would also incorporate tools to allow residents to report potholes or street lighting outages in real time and receive feedback on the status of their requests.

### *Website Redesign Implementation*

It is estimated that the project, from initial design to site launch, may take approximately three to six months. This includes the most time-consuming task of migrating existing content to the new website.

The website development process would include a series of planning sessions, creation of conceptual site layouts, integration of interactive elements, and website testing before its official release for public use. Staff would be trained on how to maintain the website's content as well as how to edit website modules and applications.

The website development process would occur in the following stages:

- ✓ Vision stage: Development of strategic vision of website
- ✓ Concept stage: Conceptual site map and homepage layout
- ✓ Design stage: Conceptual design directions and navigation design
- ✓ Development stage: Implement content management tool and component development
- ✓ Testing stage: Completed website, training, and documentation
- ✓ Soft/Final Launch: Website goes live

Staff recommends the City Council adopt proposed Agreement No. 14-28 based on the additional services provided by Vision Internet Providers, Inc., as outlined in the proposal attached to the Agreement and the company's extensive experience with public sector website design.

**FISCAL IMPACT:** Approval of Agreement No. 14-28 with Vision Internet Providers, Inc., would result in a cost to the City of \$29,125 payable from the Technology Reserve Fund established in Fiscal Year 1999-2000 to fund unanticipated and planned major technology upgrades. The Technology Reserve Fund has a balance of \$66,683.

**RECOMMENDATION:** Staff recommends the City Council approve Agreement No. 14-28 with Vision Internet Providers, Inc., for website development services.

**Website Development Services  
Terms and Conditions**

1. These Terms and Conditions, and any attachment signed by the parties attached hereto, represent the complete agreement and understanding ("Agreement") between Vision Internet Providers, Inc., a California corporation ("Contractor"), and the City of Montclair ("City"), and supersedes any other written or oral agreement with regard to the website development services provided for herein. Any modification of this Agreement is valid only if the modification is in writing and signed by both Parties. City and Contractor are sometimes individually referred to as "Party" and collectively as "Parties."

2. Contractor will provide the following services to City in exchange for payment of fees and compliance with the Terms and Conditions of this Agreement. This Agreement, City activities and all discussions regarding City website development shall be treated as confidential and shall not be disclosed to parties other than representatives of Contractor and the authorized representatives of City. It is agreed that a designee of City, \_\_\_\_\_ will be project manager, with decision making authority on behalf of City, for purposes of this Agreement.

3. Contractor agrees to perform Website Development as described in "Attachment A" at a price of \$29,125.

(a) City agrees to pay Contractor as follows:

- (i) An initial payment equal to 20% of the total cost;
- (ii) A payment equal to 20% of the total cost upon City approval of the homepage wireframe;
- (iii) A payment equal to 20% of the total cost upon City approval of homepage design comp;
- (iv) A payment equal to 20% of the total cost upon implementation of the Vision Content Management System on a Contractor's server;
- (v) A payment equal to 20% of the total cost 21 days from Completion as defined below.

4. Documents & Data; Licensing of Intellectual Property: Upon payment in full, Contractor grants a non-exclusive and perpetual license for City to copy, use, or modify for its own use, any and all copyrights, designs, and other intellectual property embodied in this website, which are prepared or caused to be prepared by Contractor under this Agreement ("Documents & Data"), to which Contractor retains ownership of all intellectual property rights. Notwithstanding anything to the contrary in any of the agreement documents, City understands and agrees that Contractor shall retain all right, title, and interest to the Vision Content Management System<sup>TM</sup> (also known as the Vision Internet Content Management System, VCMT, VCMS and the Vision Content Management Tool), and Dynamic and Interactive Components.

5. Intentionally omitted.

1

City's Initials \_\_\_\_\_

Contractor's Initials \_\_\_\_\_

6. Intentionally omitted.

7. Additional services not covered in this Agreement and extra hours will be presented to City for approval prior to commencement of work ("Extra Work"). Extra Work will be billed at Contractor's prevailing hourly rates, which are currently as follows: Content Migration, \$85/hr; Graphic Production, \$95/hr; Quality Assurance, Testing, Debugging, Technical Support, Webmaster Services, HTML Programming, \$105/hr; Consulting, Project Management, Database Design, Dynamic Programming, \$135/hr; Graphic Design, Training, \$125/hr; Straight flatbed scanning will be billed at \$10 per scan. Touch up work to images will be billed at the Graphic Design hourly rate. City shall be responsible for any or all additional fees including, without limitation: photography, stock images, illustration, fonts, scanning, software, applications, online promotion, marketing, copy writing, redesign, change orders, mailings, and fees to any third party vendors if applicable. Maintenance work is considered Extra Work as defined herein.

8. Intentionally omitted.

9. City shall supply all information to Contractor in digital format including without limitation copy, text, audio files, video files, pdf files, photographs, artwork and preexisting graphics.

10. City understands and agrees that Contractor will develop website frontend to be compatible with Internet Explorer 9 and 10, and the latest released versions at the time of Completion of: Firefox, Chrome, and Safari. Website backend will be compatible with Internet Explorer 9 and 10 and the latest released version at the time of Completion of Firefox. Website may not be compatible with previous or future versions. Website will be optimized for 1024 x 768 pixels resolution or above. City understands and agrees that the website will be developed with Hypertext Markup Language ("HTML"), CSS, JavaScript, and Microsoft ASP.NET ("MS-ASP") interfaced with a database created in Microsoft SQL Server 2012 R2 ("MS-SQL"). City understands and agrees that the website is developed to run on a Microsoft Windows Server 2012 ("MS-Server"). visionMobile™, if provided under this Agreement, will be compatible with the latest released versions at the time of Completion of iOS Safari, Android Chrome, and Windows Phone 7 Internet Explorer. visionMobile™ may not be compatible with previous or future versions. visionMobile™, if provided under this Agreement, shall include "Powered by Vision Internet" in the footer and always be linked to a Contractor web page. City is responsible for the costs of all software licensing.

City understands and agrees that the website frontend and content migrated by Contractor will be designed to be compliant with Section 508 guidelines on accessibility as follows: Compliance standards will be verified via Watchfire's Bobby™ software to be compliant to automatic checkpoints prior to Completion. City understands and agrees that website backend and third party tools may not be Section 508 compliant. Contractor is not responsible for content migrated by City or any third party.

11. Limited Warranty: Contractor does warrant that all of the deliverables included in this Agreement will be conveyed to City upon delivery of website files to City ("Completion"). All programming code developed by Contractor within the project is warranted to be free of any errors or bugs that prevent the code from performing as originally intended ("Warranted Problem") for a period of twelve (12) months from the date of Completion. Contractor will

2

City's Initials \_\_\_\_\_

Contractor's Initials \_\_\_\_\_

create a backup of the website on the date of Completion. If any Warranted Problem arises while City or its designee is maintaining the website, Contractor will restore the website back to its condition as it existed at Completion. If Contractor is maintaining and hosting the website, Contractor shall restore the website back to its condition as it existed at the day of the most recent backup. Contractor shall provide compiled code upon City's request. Contractor shall only be responsible for any costs associated with correcting any unmodified programming code during this twelve (12) month period following the Completion.

Except as expressly set forth in the immediately preceding paragraph, CONTRACTOR MAKES NO WARRANTY OF ANY KIND, WHETHER EXPRESS OR IMPLIED, OF MERCHANTABILITY OR FITNESS OF THIS SERVICE FOR A PARTICULAR PURPOSE WHATSOEVER. In no event, at any time, shall the aggregate liability of Contractor exceed the amount of fees paid by City to Contractor and Contractor shall not be responsible for any lost profits or other damages, including direct, indirect, incidental, special, consequential or any other damages, however caused.

12. Contractor does not warrant any results from the use of any web pages created under this Agreement, including but not limited to, the number of page or site visitations, download speed, database performance, or the number of hits or impressions.

13. Although Contractor may offer an opinion about possible results regarding the subject matter of this Agreement, Contractor cannot guarantee any particular result. City acknowledges that Contractor has made no promises about the outcome and that any opinion offered by Contractor in the future will not constitute a guarantee.

14. Contractor may use any web pages developed for the City in any of its own promotional materials as examples of its work. City agrees that Contractor may place in the website footer an unobtrusive text link reading "Developed by Vision Internet" or the equivalent. Contractor's footer text credit shall always be linked to a Contractor web page.

15. Each Party warrants that it holds all rights necessary to display all the images, data, information or other items being displayed at the City's web pages during the effective period of this Agreement. City expressly authorizes Contractor to display and/or modify any City supplied images, data, information and other items in connection with the services provided herein.

16. City agrees to use the website in strict accordance with, but not limited to, all local, state, and federal laws. City hereby agrees that any text, data, graphics, or any other material published by City on its website is free from violation of or infringement upon copyright, trademark, service mark, patent, trade secret, statutory, common law or proprietary or intellectual property rights of others, and is free from obscenity or libel.

17. Intentionally omitted.

18. With regard to web hosting, the Parties agree to the following:

Contractor is not providing hosting. At City's request, Contractor will assist City with setting up the website on City's server. A flat rate of \$475 will be charged for assistance in setting up the website according to Contractor's Standard Hosting Procedure. Any additional work will be billed at the Technical Support hourly rate.

3

City's Initials \_\_\_\_\_

Contractor's Initials \_\_\_\_\_

19. Contractor will defend, hold harmless and indemnify City from and against all liability, loss, cost, damage, or expense, including reasonable attorney's fees, resulting from any claim of injury to person, damages to property, or monetary damages arising solely out of Contractor's negligence or intentional misconduct or failure to perform obligations under this Agreement.

20. City will defend, hold harmless, and indemnify Contractor, its officers, directors, shareholders, employees, and agents from and against all liability, loss, cost, expense, including reasonable attorney's fees, resulting from any claim of injury to person, damages to property, or monetary damages arising out of City's negligence or intentional misconduct or failure to perform obligations under this Agreement.

21. Estimated times are included for convenience. Actual times will vary depending on City interaction and participation. However, the Parties agree to reasonably cooperate with one another in the construction and design of the website in a timely manner.

22. This Agreement shall be governed by and construed in accordance with the laws of the United States of America, and the State of California. Any cause of action of City with respect to the services provided hereunder must be instituted within one year after the claim or cause of action has arisen or be forever barred.

23. The waiver by one Party of any term or condition of this Agreement, or any breach thereof, shall not be construed to be a general waiver by said Party or as a waiver of any other term or breach.

24. Neither the course of conduct between the Parties nor any trade practice shall act to modify the provisions of this Agreement except as expressly stated herein.

25. With the intent to be legally bound, each of the undersigned hereby covenants and acknowledges that he, she or it (a) has read each of the terms set forth herein, (b) has the authority to execute this Agreement for such person or entity, and (c) expressly consents and agrees that the person or entity upon behalf of which the undersigned is acting shall be bound by all terms and conditions contained herein.

26. It is understood and agreed that if any interpretation is to be made of this Agreement, the same shall not be construed for or against any of the Parties.

27. The Parties have each been advised to seek independent legal counsel in entering into this Agreement and the transactions described herein. In the event a Party chooses not to seek independent legal counsel, that Party does so freely and knowingly and waives any such rights to counsel. As a result, the Parties do not believe that the presumptions of California Civil Code section 1654 relating to the interpretation of contracts against the drafter of any particular clause should be applied in this case and therefore the Parties knowingly and freely waive its effects.

4

City's Initials \_\_\_\_\_

Contractor's Initials \_\_\_\_\_

28. Should a dispute, including but not limited to any litigation or arbitration be commenced (including any proceedings in a bankruptcy court) between the Parties hereto or their representatives concerning any provision of this Agreement, or the rights and duties of any person or entity hereunder, the Party or Parties prevailing shall be entitled to reasonable attorney's fees and court costs incurred by reason of such action.

29. Except for any injunctive relief or similar remedy, which may be sought in any court of competent jurisdiction subject to Paragraph 22 above, any controversy, dispute, claim or counterclaim, whether it involves a disagreement about this Agreement or its meaning, interpretation, or application; the performance of the Agreement; questions of arbitrability as to subject matter of the dispute; whether an agreement to arbitrate exists and, if so, whether it covers the dispute(s) in question; or any other question of arbitrability or form of disagreement or conflict among the Parties to the Agreement, shall be submitted to final and binding arbitration at the request of either Party, in accordance with the Commercial Arbitration Rules of the American Arbitration Association. The arbitration shall take place in the City of Los Angeles. The arbitrator shall apply California substantive law and the California Evidence Code to the proceeding. The arbitrator shall have the power to grant all legal and equitable remedies and award compensatory damages provided by California law. The arbitrator shall prepare in writing and provide to the Parties an award including factual findings and the reasons on which the decision is based. The arbitrator shall not have the power to commit errors of law or legal reasoning, and the award may be vacated or corrected pursuant to California Code of Civil Procedure sections 1286.2 or 1286.6 for any such error. In the event the Parties are unable to agree as to the arbitrator, each shall select an arbitrator who shall, in turn, select the third and sole arbitrator. Each Party shall be responsible for one-half of the costs for the arbitrator(s) and arbitration.

30. This Agreement may be executed in counterparts, each of which shall be an original and all of which together shall constitute one and the same Agreement. This Agreement becomes effective upon Contractor's receipt of an executed copy of this Agreement.

31. Force Majeure: Any delay in the performance by either Party hereto of its obligations hereunder shall be excused when such delay in performance is due to any cause or event of any nature whatsoever beyond the reasonable control of such Party, including, without limitation, any act of God; any fire, flood, or weather condition; any computer virus, worm, denial of service attack; any earthquake; any act of a public enemy, war, insurrection, riot, explosion or strike; provided, that written notice thereof must be given by such Party to the other Party within ten (10) days after occurrence of such cause or event.

32. In the case of any conflict between the Terms and Conditions, Quote, and Attachment A, the following order of priority shall be utilized: Terms and Conditions, Attachment A, Quote.

33. If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

34. The titles and headings of the paragraphs of this Agreement have been inserted for convenience of reference only and are not intended to summarize or otherwise describe the subject matter of such paragraphs and shall not be given any consideration in the construction of this

5

City's Initials \_\_\_\_\_

Contractor's Initials \_\_\_\_\_

Agreement.

35. Contractor shall agree to offer the prices and terms and conditions offered herein to other state, local, county, education, and municipal government agencies in the United States who wish to participate in a cooperative purchase program with Contractor.

36. All notices under this Agreement shall be in writing and effective on the date of delivery if delivered by personal service, Federal Express, or facsimile; or effective three (3) days after deposit in first class U.S. mail, postage prepaid, to each Party as follows:

(a) City: Name: City of Montclair

Address: 5111 Benito Street

P.O. Box 2308

Montclair, CA 91763

Attn: Edward C. Starr

E-mail: ecstarr@cityofmontclair.org

Fax: (909) 621-1584

(b) Contractor:

6

City's Initials \_\_\_\_\_

Contractor's Initials \_\_\_\_\_

Vision Internet Providers, Inc.  
2530 Wilshire Boulevard, 2nd Floor  
Santa Monica, California 90403  
Attn: Steven Chapin  
Cc: Rose De Vries  
Fax: (310) 656-3103

CITY OF MONTCLAIR

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

Print Name Paul M. Eaton Print Title Mayor

VISION INTERNET PROVIDERS, INC.

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

STEVEN CHAPIN Title: President

## Scope of Work

This Attachment A ("Attachment A") describes the Scope of Work for website development services, to be performed by Vision Internet ("Contractor") for the City of Montclair ("City"). In this document the words "we," "us," and "ours" refer to the Contractor. The word "you" refers to the City.

Implementation of the website will include:

### Navigation Design

The Contractor will consult with the City on how best to organize your website's content. Based on this consultation, the Contractor will create a homepage layout wireframe that shows the placement of key information and dynamic content.

The Contractor will deliver the following:

- Homepage layout wireframe

### Graphic Design

The Contractor will provide the City with one homepage design concept for your approval. The Contractor will provide revisions of the homepage design concept. Upon approval of the final homepage design concept by the City, the Contractor will create up to three interior page designs.

The Contractor will deliver the following:

- One homepage design concept
- Approved homepage design
- Up to three interior page templates

### Vision Content Management System™

The Contractor will implement the City's website using the Vision Content Management System™ ("visionCMS™"). Customization of the visionCMS™ includes the frontend graphic design and layout as well as adding or subtracting fields for your specific needs.

The visionCMS™ will be implemented with the following components:

#### **SITE ADMINISTRATION AND SECURITY**

- Audit Trail Log
- Backend Content Title Search
- Backend Dashboard
- Broken Link Reporter
- Content Review and Publishing
- Component Manager
- Content Scheduling
- Context Sensitive Online Help
- Flexible Site Variable Settings
- Image Library
- Page Template Library
- Personal Toolbar
- Role-Based Security
- Scheduled Content Review
- SiteMaster™ Template Builder
- Submission Validation (reCAPTCHA)

City's Initials\_\_\_\_\_

Contractor's Initials\_\_\_\_\_

## Attachment A

- Departmental Page Restrictions
- Document Central
- Drag and Drop Multiple File and Image Uploading
- Email Address Masking
- Enhanced User Interface
- Recycle Bin
- Updated and Expired Content Reporting
- Web Traffic Statistics
- Widget-based Layout Options
- Workspace

### CONTENT EDITING

- Advanced WYSIWYG Editor
- Search and Replace
- Spell Checker
- Style Gallery
- Table Wizard
- Undo/Redo
- User Commenting
- Version Control

### ADVANCED NAVIGATION MANAGEMENT

- Automatic Breadcrumbs
- Connected Pages
- Content Categories
- Dynamic Drop Down Menus
- Error 404 (Page Not Found) Handling
- External Link Splash Page
- Friendly URL Redirect
- Navigation Control
- Navigation Redirect
- Page Linking
- Quick Links
- Single-Source Publishing
- Site Search (Google CSE)
- Sitemap Generator

### USER EXPERIENCE AND INTERACTIVITY

- Business Directory
- Community Spotlight
- Dynamic Calendar System
- Dynamic Homepage
- Facilities Directory
- Facilities Reservations
- Feedback Form
- Form Builder
- Frequently Asked Questions
- In-page Content Editing
- Job Posts
- News
- RFP Posts
- Rotating Homepage Banners
- Service Directory
- Staff Directory
- Sticky News
- Weather Update

### DEPARTMENT MANAGEMENT

- Department-Level Administration
- Department-Level Navigation
- Department-Level Sitemap

City's Initials \_\_\_\_\_

Contractor's Initials \_\_\_\_\_

## Attachment A

### OUTREACH, MEDIA, AND SOCIAL NETWORKING

- Audio and Video Embedding
- Bookmark and Share
- eNotification
- Emergency Alert (site wide)
- Facebook FeedReader™
- Forward to a Friend
- govTrack CRM™
- OneClick Social Networking™
- Photo Gallery & Slideshow
- RSS FeedReader™
- Twitter FeedReader™

### ACCESSIBILITY

- Automatic Alt-Tags
- Dynamic Font Resizing
- Dynamic Reader Download Links
- Google Translation Integration
- Printer Friendly Pages
- Table Accessibility Tools

### ADDITIONAL INTERACTIVE COMPONENTS AND FEATURES

- Extranet
- Meetings Manager
- Responsive Design with visionMobile™

### Additional HTML Template

The Contractor will provide the City with an HTML template that vendors of third-party components can use. Additional web-interfaces with third-party databases and systems are outside the scope of work of this Attachment A.

City's Initials\_\_\_\_\_

Contractor's Initials\_\_\_\_\_

Implementation Stages and Project Schedule

The table below shows the projected development and launch schedule along with a list of key deliverables/milestones.

Implementation Step	Avg. Duration
<b>Vision Stage</b> <ul style="list-style-type: none"> <li>Initial kick-off call with City's project manager</li> <li>Survey preparation and review</li> <li>One day onsite brainstorming and planning session</li> </ul>	2 – 4 Weeks
<b>Concept Stage</b> <ul style="list-style-type: none"> <li>Define navigation strategy</li> <li>Homepage layout wireframe</li> </ul>	2 – 4 Weeks
<b>Design Stage</b> <ul style="list-style-type: none"> <li>Unique, custom graphic design</li> <li>Custom icons, buttons, screen elements, and backgrounds</li> <li>Homepage design comp</li> </ul>	3 – 4 Weeks
<b>Development Stage</b> <ul style="list-style-type: none"> <li>Implementation of visionCMS™</li> <li>Integration of interactive components</li> <li>Migration of up to 50 pages of content</li> </ul>	4 – 9 Weeks
<b>Quality Assurance, Documentation, and Training Stage</b> <ul style="list-style-type: none"> <li>Final testing</li> <li>Customized training manual</li> <li>One day onsite training session</li> </ul>	2 – 3 Weeks
<b>Soft Launch &amp; Final Launch</b> <ul style="list-style-type: none"> <li>Move website to production server</li> <li>Completed website</li> <li>Website goes live</li> </ul>	2 Weeks
<b>Total estimated time to launch</b>	<b>15 - 26 Weeks</b>

\* The schedule may vary depending on additional components and participant decision times.

City's Initials \_\_\_\_\_

Contractor's Initials \_\_\_\_\_

## AGENDA REPORT

---

<b>SUBJECT:</b> CONSIDER APPROVAL OF AGREEMENT NO. 14-30 WITH MONTE VISTA WATER DISTRICT FOR USE OF LAND TO ESTABLISH THE MONTCLAIR COMMUNITY GARDEN	<b>DATE:</b> May 5, 2014 <b>SECTION:</b> AGREEMENTS <b>ITEM NO.:</b> 2 <b>FILE I.D.:</b> HSV044 <b>DEPT.:</b> HUMAN SVCS.
---	---

---

**REASON FOR CONSIDERATION:** The City Council is requested to consider approval of Agreement No. 14-30 with the Monte Vista Water District (MVWD) for use of the land at Palo Verde Street and Ramona Avenue to establish the Montclair Community Garden.

A copy of proposed Agreement No. 14-30 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's successfully obtaining a two-year competitive grant from First 5, The Children and Families Commission for San Bernardino County, to fund a Healthy Cities Project for the community. Agreement No. 13-42 with First 5 to provide funding for this program was approved by the City Council on June 17, 2013. The Montclair Community Garden would be implemented as a collaborative project under the City's Healthy Montclair Initiative. This contract requires the delivery of services through subcontracts to partner agencies.

Proposed Agreement No. 14-30 would provide funding to MVWD to lease land for the purpose of establishing the Montclair Community Garden.

The term of proposed Agreement No. 14-30 shall be for 15 years commencing on May 14, 2014.

**FISCAL IMPACT:** MVWD would be paid \$1 per year for lease of the property located at Palo Verde Street and Ramona Avenue.

**RECOMMENDATION:** Staff recommends the City Council approve Agreement No. 14-30 with Monte Vista Water District for use of land to establish the Montclair Community Garden.

---

Prepared by: *M. Richter*  
Proofed by: *Christine Smiley*

Reviewed and Approved by: *[Signature]*  
Presented by: *[Signature]*

---

## LEASE AGREEMENT

This Lease Agreement ("Agreement") is entered into as of this 14th day of May, 2014, by and between the MONTE VISTA WATER DISTRICT, a county water district, referred to herein as "Landlord"; and the CITY OF MONTCLAIR, California, a municipal corporation, referred to herein as "Tenant." Landlord and Tenant are sometimes individually referred to herein as a "Party" or collectively as the "Parties."

### RECITALS

WHEREAS, Landlord is the owner of certain real property located in the City of Montclair, County of San Bernardino, State of California, per Exhibit "A", which is attached hereto and made part of this Agreement (the "Premises"); and

WHEREAS, Tenant desires to lease the Premises for the purpose of creating a community garden in the City of Montclair.

### AGREEMENT

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged and for the mutual covenants hereinafter contained, the Parties agree as follows:

#### Section 1: Term

- 1.1 The term of this Agreement shall be for a period of fifteen (15) years commencing on May 14, 2014 ("Commencement Date"), and ending on the fifteenth anniversary of the Commencement Date (the "Term") unless terminated sooner as provided in this Agreement.
- 1.2 The term of this Agreement shall automatically renew for successive five (5) year periods (the "Renewal Term(s)") each commencing on expiration of the preceding Term or Renewal Term unless either Party gives written notice of termination to the other Party at least one hundred and eighty (180) days before expiration of the preceding Term or Renewal Term.
- 1.3 Notwithstanding anything to the contrary in this Agreement, either Party may terminate this Agreement upon one hundred and eighty (180) days written notice to the other Party.

#### Section 2: Rent/Security Deposit

- 2.1 Tenant shall pay to Landlord the sum of \$1.00 per year as and for rent. Tenant shall not be required to pay any security deposit.

#### Section 3: Use of Leased Premises

- 3.1 The Premises shall be used by Tenant exclusively as a community garden, consisting of non-commercial gardens, planted and maintained by individual members of the local

community. Tenant shall not plant any trees without the prior written permission of Landlord.

- 3.2 Landlord acknowledges and agrees that Tenant will contract with a third party ("Manager") to manage the community garden on behalf of Tenant.

Section 4: Improvements and Operations on the Premises

- 4.1 Tenant may improve the Premises by installing fencing, constructing buildings, irrigation piping, or other improvements subject to Landlord's prior written approval.
- 4.2 Tenant shall, at Tenant's cost and expense, comply with any and all present or future laws, ordinances, rules, regulations, requirements, and orders of federal, state, county, or municipal governments that may apply in any way to the use, maintenance, operations, or production of produce on the Premises.
- 4.3 Tenant agrees not to apply pesticides, insecticides, fungicides, herbicides, or other chemical treatments on the Premises, except with the prior written consent of Landlord.
- 4.4 At all times during the Term and Renewal Terms, if any, of this Agreement, Tenant shall keep and maintain the Premises, and all improvements thereon, in good order and repair and in a safe and clean condition.
- 4.5 Tenant may erect and maintain any signs on the Premises with Landlord's prior written approval. Any signs placed on the Premises shall comply with any law or ordinance of any governmental agency having jurisdiction over the Premises.

Section 5: Waste or Nuisance

- 5.1 Tenant shall not commit, or permit others to commit, any waste on the Premises. Tenant shall not maintain, commit, or permit the maintenance or commission of any nuisance as defined by California Civil Code Section 3479 on the Premises. Tenant shall not use or permit the use of the Premises for any unlawful purpose.

Section 6: Water Service

- 6.1 Landlord shall supply potable water services to the Premises, and will pay for and install a water meter. Landlord shall charge Tenant for water at the applicable rate for the type of use on the Premises and payment shall be made by Tenant in accordance with Landlord's existing policies for water service.

Section 7: Operating Costs

- 7.1 Tenant shall pay all costs in connection with Tenant's operations on the Premises, including but not limited to production costs, costs of tools and labor, water, electricity, and other utilities.

Section 8: Alterations and Mechanics' Liens

- 8.1 Tenant shall not make or permit any alterations or improvements to the Premises without the prior written consent of Landlord. Tenant shall remove all buildings, fencing, or other improvements placed by Tenant on the Premises within 30 days after the expiration or earlier termination of this Agreement. Tenant shall not be required to remove any in-ground irrigation pipes.
- 8.2 Tenant shall keep the Premises free and clear of any and all liens arising out of any work performed or materials furnished at the request of Tenant, or obligations incurred by Tenant.
- 8.3 On expiration or earlier termination of this Agreement, Tenant shall promptly surrender possession of the Premises to Landlord in as good condition as the Premises are on the Commencement Date, reasonable wear and tear excepted. The Landlord may require that the Tenant conduct a Phase I environmental site assessment evaluation of site conditions prior to surrendering possession of the Premises.

Section 9: Inspection by Landlord

- 9.1 Tenant shall permit Landlord or Landlord's agents, consultants, representatives, or employees to enter the Premises at all reasonable times to determine whether Tenant is complying with the terms of this Agreement and for the purpose of doing other lawful acts that may be necessary to protect Landlord's interest in the Premises.

Section 10: Acceptance by Tenant

- 10.1 Tenant accepts the Premises in their present condition. Tenant agrees with, and represents to Landlord, that the Premises have been inspected by it and that Tenant has been assured by means independent of Landlord or Landlord's agents, consultants, representatives, or employees of the truth of all facts material to this Agreement and that the Premises are being leased by Tenant as a result of its inspection and investigation and not as a result of any representations made by Landlord or Landlord's agents, consultants, representatives, or employees.

Section 11: Indemnification of Landlord

- 11.1 Tenant shall defend, indemnify, and hold Landlord, its officers, employees, consultants and agents (collectively, the "Covered Parties"), harmless from all damages, injuries, or claims arising in or about the Premises or in connection with the conduct by Tenant or the Manager of any operations thereon.

Section 12: Insurance

- 12.1 Tenant, at its sole cost and expense, Tenant shall maintain a commercial general liability ("CGL") policy that shall identify the Covered Parties as additional insured, or be endorsed to identify Covered Parties as additional insured using a form acceptable to the Landlord. Coverage for additional insureds shall not be limited to vicarious liability.

Defense costs must be paid in addition to limits. Each CGL policy shall have liability coverage limits of at least \$1,000,000 per occurrence for bodily injury, personal injury and property damage, and \$2,000,000 aggregate total bodily injury, personal injury and property damage applying separately to the Premises. CGL insurance and endorsements shall be kept in force at all times during the performance of this Agreement and all coverage required herein shall be maintained after the term of this Agreement so long as such coverage is reasonably available.

- 12.2 Tenant shall maintain an automobile liability policy shall require coverage for "any auto" and shall have limits of at least \$1,000,000 for bodily injury and property damage, each accident, and shall use ISO policy form "CA 00 01", including owned, non-owned and hired autos, or the exact equivalent. Automobile liability insurance and endorsements shall be kept in force at all times during the performance of this Agreement and all coverage required herein shall be maintained after the term of this Agreement so long as such coverage is reasonably available.
- 12.3 Tenant shall cover or insure the existence of coverage under the applicable laws relating to Workers' Compensation insurance, all of their employees employed directly by them or through subcontractors at all times during the performance of this Agreement, in accordance with the "Workers' Compensation and Insurance Act" of the California Labor Code and any amendatory Acts. Tenant shall provide Employer's Liability insurance with limits of at least \$1,000,000 each accident, \$1,000,000 disease policy limit, and \$1,000,000 disease each employee.
- 12.4 Any insurance, pool coverage, or self-insurance maintained by Covered Parties shall be excess of Tenant's insurance and shall not contribute to it. All insurance coverage maintained or procured pursuant to this Agreement shall be endorsed to waive subrogation against the Covered Parties or shall specifically allow Tenant or others providing insurance evidence in compliance with these requirements to waive their right of recovery prior to loss. Tenant waives its right of recovery against the Covered Parties for damages covered by insurance required by this Agreement.
- 12.5 Tenant shall require Manager to procure and maintain during the term of this Agreement, at Manager's sole cost and expense, the insurance required in Sections 12.1 and, 12.2, as well as Workers' Compensation insurance, at all times during the performance of this Agreement, in accordance with the "Workers' Compensation and Insurance Act" of the California labor Code and any amendatory Acts, and that any subcontractors or consultants of Manager also comply with the "Workers' Compensation and Insurance Act" of the California labor Code and any amendatory Acts. Tenant's agreement with Manager shall also provide that: a) any insurance, pool coverage, or self-insurance maintained by Covered Parties shall be excess of Manager's insurance and shall not contribute to it; b) all insurance coverage maintained or procured pursuant by Tenant, including the Worker's Compensation coverage, shall be endorsed to waive subrogation against the Covered Parties or shall specifically allow Manager or others providing insurance evidence in compliance with these requirements to waive their right of recovery prior to loss, c) Manager waives its right of recovery against the Covered Parties for damages covered by the insurance required in the agreement.

- 12.6 All insurance of Tenant and Manager shall be placed with insurers having a current A.M. Best rating of no less than A-:VII or equivalent or as otherwise approved by Landlord.

Section 13: Assignment and Subleasing

- 13.1 Tenant shall not assign, transfer, or encumber this Agreement or any interest in this Agreement without the prior written consent of Landlord. Consistent with the purpose of the use of the Premises as a community garden, Tenant shall be permitted to sublease individual plots of ground to members of the community for planting of gardens.

Section 14: Default by Tenant

- 14.1 The occurrence of the following shall constitute a material default and breach of this Agreement by Tenant:

A failure by Tenant to observe and perform any provisions of this Agreement to be observed or performed by Tenant, when that failure continues for ten (10) days after written notice of Tenant's failure is given by Landlord to Tenant; provided, however, that if the nature of that default is such that it cannot reasonably be cured within a 10-day period, Tenant shall not be deemed to be in default if Tenant commences that cure within the 10-day period and thereafter diligently prosecutes it to completion.

Section 15: Attorneys' Fees

- 15.1 If any litigation is commenced between the Parties to this Agreement concerning the Premises, this Agreement, or the rights and duties of either in relation to the Premises or to this Agreement, the party prevailing in that litigation shall be entitled to, in addition to any other relief that may be granted in the litigation, a reasonable sum as and for its attorneys' fees in that litigation that are determined by the court in that litigation or in a separate action brought for that purpose.

Section 16: Notices

- 16.1 Except as otherwise expressly provided by law, any and all notices or other communications required or permitted by this Agreement or by law to be served on or given to either Party by the other Party shall be in writing and shall be deemed duly served and given when personally delivered to any member of or the designated agent of the Party to whom they are directed, or in lieu of personal service when deposited in the United States mail, first-class postage prepaid, addressed as follows:

As to Tenant:  
City of Montclair  
5111 Benito Street  
Montclair, CA 91763

As to Landlord:  
General Manager  
Monte Vista Water District  
10575 Central Avenue  
Montclair, CA 91763

Either Party may change its address for the purpose of this paragraph by giving written notice of the change to the other Party in the manner provided in this paragraph.

Section 17: Sole and Only Agreement

17.1 This instrument constitutes the sole and only agreement between Landlord and Tenant respecting the Premises and the leasing of the Premises to Tenant, and correctly sets forth the obligations of Landlord and Tenant to each other as of its date. Any agreements or representations respecting the Premises or their leasing by Landlord to Tenant not expressly set forth in this instrument are null and void. This Agreement may not be extended, amended, modified, altered, or changed, except in a writing signed by Landlord and Tenant.

Section 18: Effect of Partial Invalidity

18.1 If any term or provision of this Agreement or any application of this Agreement shall be held invalid or unenforceable, the remainder of this Agreement and any application of the terms and provisions shall remain valid and enforceable under this Agreement or California law.

Section 19: Governing Law

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

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the day and year first above written.

CITY OF MONTCLAIR  
a Municipal Corporation

MONTE VISTA WATER DISTRICT  
a County Water District

\_\_\_\_\_  
Paul M. Eaton  
Mayor

\_\_\_\_\_  
Sandra S. Rose  
President, Board of Directors

Dated \_\_\_\_\_

Dated \_\_\_\_\_

ATTEST:

ATTEST:

\_\_\_\_\_  
Yvonne L. Smith  
Deputy City Clerk

\_\_\_\_\_  
Mark N. Kinsey  
General Manager

Dated \_\_\_\_\_

Dated \_\_\_\_\_

APPROVED AS TO FORM:

APPROVED AS TO FORM:

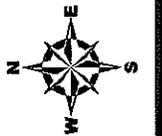
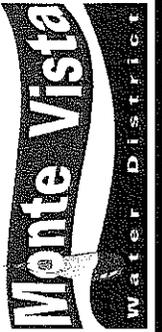
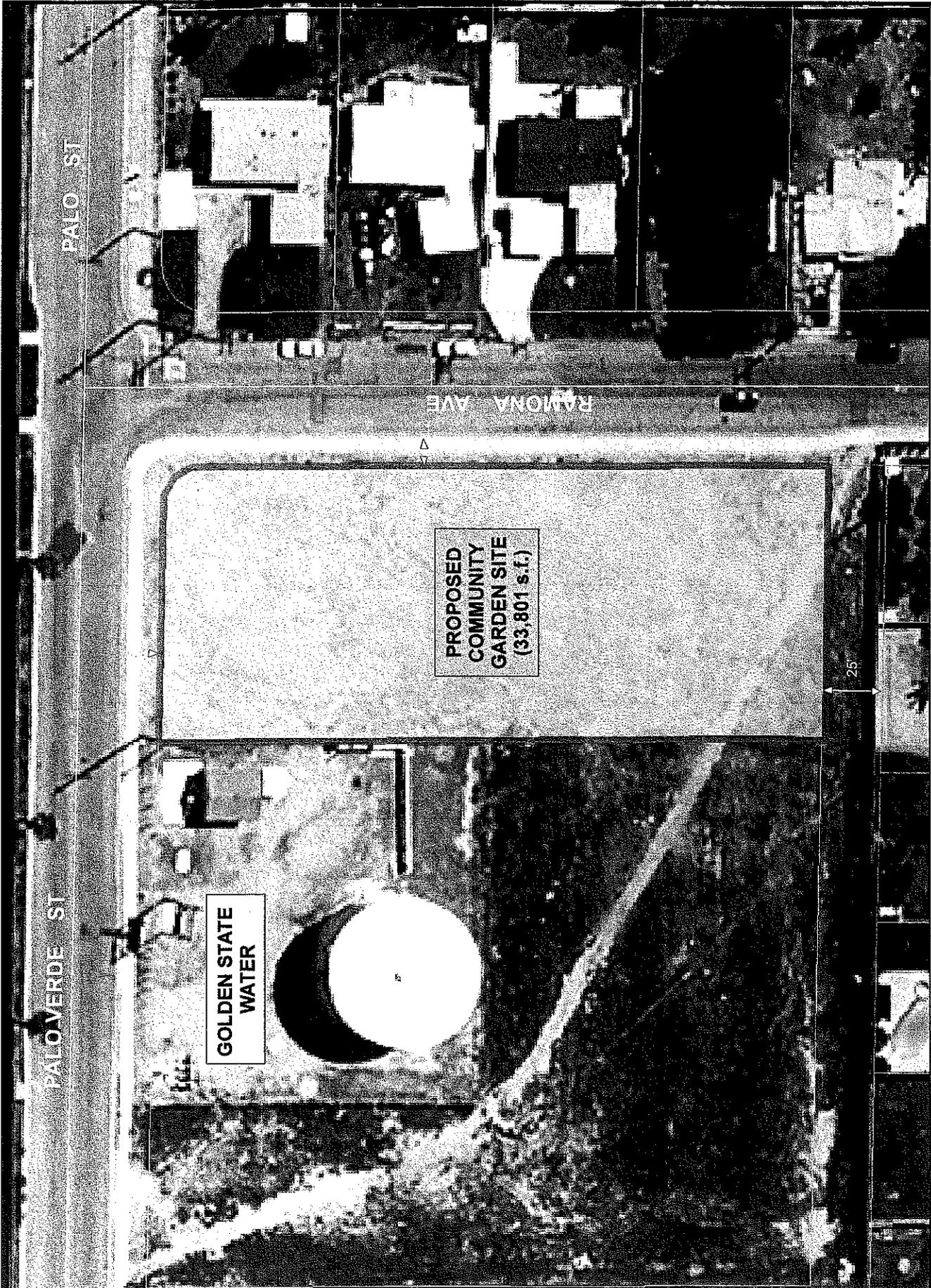
\_\_\_\_\_  
Diane E. Robbins  
City Attorney

\_\_\_\_\_  
Eddy Beltran  
District Legal Counsel

Dated \_\_\_\_\_

Dated \_\_\_\_\_

EXHIBIT A



Montclair Community  
Garden Site

## AGENDA REPORT

---

<b>SUBJECT:</b> CONSIDER APPROVAL OF AGREEMENT NO. 14-31 WITH LAE ASSOCIATES, INC., FOR PROJECT MANAGEMENT SERVICES FOR THE MONTE VISTA AVENUE/UPRR GRADE SEPARATION PROJECT	<b>DATE:</b> May 5, 2014
	<b>SECTION:</b> AGREEMENTS
	<b>ITEM NO.:</b> 3
CONSIDER AUTHORIZATION OF A \$25,000 APPROPRIATION FROM MEASURE I FOR PROJECT MANAGEMENT SERVICES FOR THE MONTE VISTA AVENUE/UPRR GRADE SEPARATION PROJECT	<b>FILE I.D.:</b> STA110
	<b>DEPT.:</b> PUBLIC WORKS

---

**REASON FOR CONSIDERATION:** Project management assistance is required for the use of federal funds associated with the Monte Vista Avenue/UPRR Grade Separation Project. The services require a professional services agreement. The City Council is requested to consider approval of Agreement No. 14-31 with LAE Associates, Inc., for project management services for this project.

A copy of proposed Agreement No. 14-31 is attached for the City Council's review and consideration.

**BACKGROUND:** In 2000, then Governor Gray Davis signed legislation known as the Traffic Congestion Relief Act of 2000, which included funds for various projects throughout the state intended to reduce congestion and improve traffic conditions. Also included in this act was \$95 million for grade separation projects within San Bernardino County. Project priorities were to be set by the San Bernardino Associated Governments (SANBAG). SANBAG ranked the Monte Vista Avenue/UPRR grade separation at fifth in the County.

Despite getting off to a good start in 2001 by getting the environmental approved, having the design nearly completed by the following year, and beginning right-of-way acquisition, the project came to a halt in late 2002 when the state suspended the funding. Partial funding was restored three years later, and the City resumed right-of-way acquisition. The City also began looking for alternate funding sources. The restored funding was not going to be adequate to complete right-of-way acquisition, and any construction funds were out of the question.

Federal funds were eventually acquired through Congress, but with that acquisition also came a requirement to reopen the environmental process in order to comply with federal environmental law. The federal environmental process was completed last July. It had been assumed that when the environmental process was completed, minor design changes would be made to the bridge and the project would be ready to advertise for construction. That proved not to be the case.

---

Prepared by: *[Signature]*  
Proofed by: *[Signature]*

Reviewed and Approved by: *[Signature]*  
Presented by: *[Signature]*

---

In order to construct the grade separation over the UP tracks, a railroad agreement was necessary, which the City had obtained in 2002. The agreement stated that construction must begin within two years. With the original funds withdrawn by the state in 2002, it was not possible to begin the construction within the specified timeframe. Consequently, the agreement became null and void. That eventually allowed the railroad to reject the original design for the bridge. A new design is now required.

Because the state controls the federal funds now being used for the bridge, the City is now subject to state criteria for consultant selection. The City's current consultant, AECOM, was not selected using state criteria for federally funded projects; and the California Department of Transportation (Caltrans) has advised the City that it will not authorize federal funds for the continued use of AECOM. Caltrans' rationale also noted AECOM was not the original consultant selected for the project but became the successor in interests when the original consultant, LAN Engineering Corporation, was acquired by AECOM in 2009. And with the original LAN Engineering Corporation design no longer being used, there is further justification to go through another consultant selection process. A future item will be brought to the City Council addressing the current contract with AECOM, but the recommendation will be to terminate that contract for convenience.

With a new consultant likely to be selected for this project and with a need to have more expertise in managing the federally funded design, staff recommends retaining LAE Associates. LAE Associates has assisted the City on numerous federally funded projects over the last few years.

**FISCAL IMPACT:** LAE Associates has submitted a proposal to the City for the required services in the amount of \$21,300. Staff is requesting an appropriation of \$25,000 from Measure I to address the possibility of additional work being required under the proposed Agreement. Right-of-way work for the Monte Vista Avenue/UPRR Grade Separation Project is included in the Measure I Expenditure Plan for the current year.

**RECOMMENDATION:** Staff recommends the City Council take the following actions related to the Monte Vista Avenue/UPRR Grade Separation Project:

1. Approve Agreement No. 14-31 with LAE Associates, Inc., for project management services.
2. Authorize a \$25,000 appropriation from Measure I to pay for project management services.

**CITY OF MONTCLAIR**

**AGREEMENT FOR CONSULTANT SERVICES**

**MONTE VISTA AVENUE/UNION PACIFIC GRADE SEPARATION PROJECT  
PROJECT MANAGEMENT SERVICES**

THIS AGREEMENT is made and effective as of May 1, 2014, between the City of Montclair, a municipal corporation ("City") and LAE Associates, Inc., a California 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 May 1, 2014, and shall remain and continue in effect for a period of 24 months until tasks described herein are completed, but in no event later than December 31, 2016, 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 Manager shall represent City in all matters pertaining to the administration of this Agreement, 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

\$21,300 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. 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 non-disputed 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
Commercial general liability at least as broad as ISO CG 0001 (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
Worker's 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 sub-agreement, 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 subconsultants, 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: Michael C. Hudson  
Public Works Director/City Engineer  
City of Montclair  
5111 Benito  
Montclair, CA 91763

To Consultant: Fred Alamolhoda  
President  
3224 East Yorba Linda Boulevard  
#498  
Fullerton, CA 92831

17. ASSIGNMENT

The Consultant shall not assign the performance of this Agreement, nor any part thereof, nor any monies 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 Fred Alamolhoda (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 PROPOSALS

Consultant is bound by the contents of the proposal submitted by the Consultant, Exhibit C hereto.

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 OF MONTCLAIR

CONSULTANT

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

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

Attest:

By: \_\_\_\_\_  
Deputy City Clerk

By: \_\_\_\_\_  
(Title)

Approved as to Form:

By: \_\_\_\_\_  
City Attorney

**EXHIBIT A**  
**SCOPE OF SERVICES**

**RFA Package:**

- Coordinate with the City, CALTRANS, and San Bernardino Associated Governments (SANBAG) to ensure that the project is properly programmed in the Federal Transportation Improvement Plan (FTIP); Confirm that the City has an approved Federal Fiscal Year 13/14 Disadvantaged Business Enterprise (DBE) Program, as well as a design contract specific DBE goal.
- Ensure that the City has a current CALTRANS approved Quality Assurance Program (QAP); if not, prepare a QAP for the City's review/signature for submission to CALTRANS's approval; verify with CALTRANS that the project's existing Federal Project Number (FPN) is valid; if not, prepare the required exhibits to obtain a new FPN and Advantage Identification Number.
- Review pertinent project information, reports, concept plans, maps, environmental approvals, and other documents for the preparation of various documents.
- Prepare the required exhibits for RFA Package to proceed with the PE phase (CALTRANS/FHWA E-76 approval).
- Follow up with CALTRANS, incorporate comments received to obtain RFA/E-76 approval.

**RFP and Consultant Selection Process:**

- Coordinate with City staff to ensure that the City's Professional Services Agreement is in compliance with the requirements of Caltrans Local Assistance Procedures Manual (LAPM).
- Review the City's draft Request for Proposal (RFP) for design services; incorporate federal provisions in compliance with Caltrans LAPM for consultant contracts over \$1.0 million.
- Attend the pre-proposal meeting and assist the City by providing information to the attendees, responding to questions, issuing addenda, if needed.
- Review proposals, provide comments and suggestions to the City.
- Participate in the consultant interview process and assist the City.
- Review the top ranked consultant's DBE submittals for compliance.
- Work with the City staff, City's Certified Public Accountant (CPA) consultant, and CALTRANS to ensure that prime consultant/sub-consultants' hourly rates/Indirect

Cost Rates (ICR) are Federal Acquisition Regulation (FAR) compliant, and obtain a Cognizant Letter of Approval from Caltrans Audits & Investigation Division.

**Invoicing Caltrans:**

- Prepare up to eight (8) progress invoices for reimbursement of federal PE funds.
- Prepare the final invoice and other exhibits/documents upon completion of the PE phase to de-obligate federal funds not used and close the PE phase.

This proposal includes attending up to six (6) meetings with the City, CALTRANS, and SANBAG in addition to the consultant interview process describe above.

Based on our project review meeting on April 16, 2014, it is anticipated that the federal process to complete the project design to take approximately eighteen (18) months.

**EXHIBIT B**  
**HOURLY RATES**

We estimate that LAE's total fee to provide these services to be approximately \$21,300 based on the following:

<b>Classification</b>	<b>Hourly Rate</b>	<b>Hrs.</b>	<b>Extended Fee</b>
Project Manager	\$130/hr.	135 hrs.	\$17,550
Administrative Assistant	\$50/hr.	75 hrs.	\$3,750
<b>Total</b>			<b>\$21,300</b>

---

**EXHIBIT C**  
**PROPOSAL**

**LAE**  
Associates, Inc.

**PROJECT • CONSTRUCTION • PROGRAM  
MANAGEMENT**

City Services • Staff Augmentation  
Capital Project Planning • Transportation Funding Strategies  
Caltrans Local Assistance Services

---

April 24, 2014

Mr. Michael C. Hudson, P.E.  
Public Works Director/City Engineer  
City of Montclair  
5111 Benito Street  
Montclair, CA 91763

**SUBJECT: PROPOSAL TO PROVIDE PROGRAM MANAGEMENT SERVICES  
FOR THE MONTE VISTA AVENUE GRADE SEPARATION  
PROJECT - CITY OF MONTCLAIR**

Dear Mr. Hudson: *Mike*

Thank you for the opportunity to submit this proposal to provide Program Management Services for the subject project. The project will be funded with various federal funds. As a result, the entire project shall comply with the federal requirements. The environmental document(s) for the project, California Environmental Quality Act/National Environmental Policy Act (CEQA/NEPA), have been approved. Right-of-way acquisition has also been completed. The City of Montclair (City) is planning to utilize Federal Funds for the Preliminary Engineering (PE-Design) and Construction phases of the project.

The City is requesting LAE Associates, Inc. (LAE) to prepare the required Request for Authorization (RFA) Package for the PE phase, and assist the City with the preparation of Request for Proposals (RFP), consultant selection process, and invoicing Caltrans (CT) for the PE expenses. LAE's detailed scope of services for the requested services will consist of the following:

**RFA Package:**

- Coordinate with the City, CT, and San Bernardino Associated Governments (SANBAG) to ensure that the project is properly programmed in the Federal Transportation Improvement Plan (FTIP); Confirm that the City has an approved Federal Fiscal Year 13/14 Disadvantaged Business Enterprise (DBE) Program, as well as a design contract specific DBE goal.
- Ensure that the City has a current CT approved Quality Assurance Program (QAP); if not, prepare a QAP for the City's review/signature for submission to CT's approval; verify with CT that the project's existing Federal Project Number (FPN) is valid; if not, prepare the required exhibits to obtain a new FPN and Advantage Identification Number.

---

3224 East Yorba Linda Blvd. #498, Fullerton, CA 92831  
(714) 993-2840

---

- Review pertinent project information, reports, concept plans, maps, environmental approvals, and other documents for the preparation of various documents.
- Prepare the required exhibits for RFA Package to proceed with the PE phase (CT/FHWA E-76 approval).
- Follow up with CT, incorporate comments received to obtain RFA/E-76 approval.

**RFP and Consultant Selection Process:**

- Coordinate with City staff to ensure that the City's Professional Services Agreement is in compliance with the requirements of Caltrans Local Assistance Procedures Manual (LAPM).
- Review the City's draft Request for Proposal (RFP) for design services; incorporate federal provisions in compliance with Caltrans LAPM for consultant contracts over \$1.0 million.
- Attend the pre-proposal meeting and assist the City by providing information to the attendees, responding to questions, issuing addenda, if needed.
- Review proposals, provide comments and suggestions to the City.
- Participate in the consultant interview process and assist the City.
- Review the top ranked consultant's DBE submittals for compliance.
- Work with the City staff, City's Certified Public Accountant (CPA) consultant, and CT to ensure that prime consultant/sub-consultants' hourly rates/Indirect Cost Rates (ICR) are Federal Acquisition Regulation (FAR) compliant, and obtain a Cognizant Letter of Approval from Caltrans Audits & Investigation Division.

**Invoicing Caltrans:**

- Prepare up to ten (10) progress invoices for reimbursement of federal PE funds.
- Prepare the final invoice and other exhibits/documents upon completion of the PE phase to de-obligate federal funds not used and close the PE phase.

**Program Management  
Montclair –Monte Vista Ave. GSP  
April 24, 2014  
Page 3 of 3**

This proposal includes attending up to six (6) meetings with the City, CT, and SANBAG in addition to the consultant interview process describe above.

Based on our project review meeting on April 16, 2014, it is anticipated that the federal process to complete the project design to take approximately eighteen (18) months.

We estimate that LAE's total fee to provide these services to be approximately \$21,300 based on the following:

<b>Classification</b>	<b>Hourly Rate</b>	<b>Hrs.</b>	<b>Extended Fee</b>
Project Manager	\$130/hr.	135 hrs.	\$17,550
Administrative Assistant	\$50/hr.	75 hrs.	\$3,750
<b>Total</b>			<b>\$21,300</b>

We appreciate the opportunity to submit this proposal. Should you have any questions, please contact me at (714) 993-2840.

Sincerely;



Fred Alamolhoda, P.E.  
Senior Project Manager – President

Enclosure: Exhibit A

## AGENDA REPORT

---

<b>SUBJECT:</b> CONSIDER APPROVAL OF AGREEMENT NO. 14-32 WITH NATIONAL TESTING NETWORK, INC., FOR LAW ENFORCEMENT TESTING AND RECRUITMENT SERVICES	<b>DATE:</b> May 5, 2014 <b>SECTION:</b> AGREEMENTS <b>ITEM NO.:</b> 4 <b>FILE I.D.:</b> PER250 <b>DEPT.:</b> ADMIN. SVCS.
---	--

---

**REASON FOR CONSIDERATION:** The City Council is requested to consider approval of Agreement No. 14-32 with National Testing Network, Inc. (NTN) for law enforcement testing and recruitment services.

A copy of proposed Agreement No. 14-32 is attached for the City Council's review and consideration.

**BACKGROUND:** The Personnel Division of the Administrative Services Department conducts employment recruitments for the City's law enforcement personnel. These recruitments consist of posting job advertisement, reviewing job applications for conformance with minimum and desirable qualifications, coordinating the testing process and purchasing the testing material, administering and supervising the testing process, scoring the applicants' tests, and establishing the employment eligibility list. The cost to the City for testing material for a law enforcement personnel recruitment with 200 eligible applicants would be \$1,995.

NTN provides professional testing and recruitment services for public safety departments including, but not limited to, fire, law enforcement, communications, and corrections. NTN's services go far beyond the current state of testing through the use of national testing facilities, high attention to customer service, experience and expertise in all issues surrounding public safety employment testing, high-quality simulations, and a fully integrated process that provides candidate information to the member agency. In addition, NTN offers full-time testing centers and satellite testing centers across the county that includes one located in Ontario, California.

Utilizing NTN's testing and recruitment services would not only enhance the City's ability to locate qualified applicants for our law enforcement positions, the services are anticipated to provide a significant cost savings over the current testing and recruitment process.

The annual membership fee per category (law enforcement, fire, or communications) is \$500. The initial objective is to utilize the services for law enforcement testing and recruitment services and to later evaluate the option of expanding the services to include Fire personnel and communications (dispatch) recruitments.

---

Prepared by: <u>Gary B. Charlet</u>	Reviewed and Approved by: <u>[Signature]</u>
Proofed by: <u>[Signature]</u>	Presented by: <u>[Signature]</u>

---

**FISCAL IMPACT:** The annual membership cost to utilize NTN's applicant law enforcement testing and recruitment services is \$500 per year. Funds to cover the cost of the services are included in the Personnel/Risk Management section of the Administrative Services Department Fiscal Year 2013-14 Budget.

**RECOMMENDATION:** Staff recommends the City Council approve Agreement No. 14-32 with National Testing Network, Inc., for law enforcement and recruitment services.

## NTN Signup for City of Montclair

National Testing Network, Inc. (NTN) provides professional testing and recruitment services for public safety departments, including but not limited to fire, law enforcement, communications and corrections. NTN services go far beyond the current state of testing through the use of national testing facilities, high attention to customer service, experience and expertise in all issues surrounding public safety employment testing, high quality simulations and a fully integrated process that provides candidate information always available to participants.

National Testing Network is owned and operated by professional testing experts with Ph.D.'s in Industrial/ Organizational Psychology and over six decades of combined public sector testing experience. NTN is fully integrated with its parent company, Ergometrics and Applied Personnel Research, Inc. and uses Ergometrics' high quality simulations. Ergometrics is a nationally recognized leader in test development. Established in 1980, Ergometrics has designed the most comprehensive video testing and job simulation testing programs in the nation. Ergometrics has provided personnel testing services to thousands of clients and millions of applicants in the United States and Canada.

NTN offers full time testing centers and satellite testing centers across the country. **The annual membership cost for a department to utilize NTN's applicant law enforcement testing and recruitment services in California is \$500.00 per year for all available job classifications.**

Annual Membership	Each Job Category Membership Fee
Annual Membership	\$500.00

**NTN WILL PROVIDE**

NTN will provide the testing services at designated testing facilities for the sole purpose of testing candidates for the specific job classifications stated in the scope of the agreement. NTN, at its sole discretion, may make changes to the tests materials, including, but not limited to alternate forms, scoring keys, additional sections, different test items, different tests and/or test administration strategy, including location.

NTN will provide an applicant website for test scheduling, testing facility, test administration, database of applicant scores and consultation regarding scores and services. NTN will provide access to candidate information for candidates that submit scores to the Member. This information will include basic application information as defined by NTN. NTN recruitment services will include, but are not limited to, internet advertising on job posting services.

The candidate information collected will be determined by NTN and reported to the Member. Member job description information and logo will be posted on the NTN website. Any additional application materials and assessments will be the responsibility of the Member to collect.

**MEMBER WILL PROVIDE**

The Member will provide information regarding Member's organization and applications for use on the NTN website, including organization logos. The Member will also provide links on Member's websites to direct candidates to the NTN website for test sign-up. The Member will also engage in reasonable recruitment and advertising measures to bring candidates both to the NTN website and Member's website for pre-employment purposes. Member is required to inform NTN when a candidate has been hired using NTN. NTN will remove this candidate from consideration from other departments.

**MARKETING MATERIALS**

The Member grants NTN permission to use its name, logo and other identifying information for the purposes of marketing NTN services. This permission may be revoked by Member at any time.

National Testing Network sincerely appreciates the opportunity to earn your business and help support an efficient, cost effective applicant recruitment and screening process.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Primary Contact Name *(Please print)*

\_\_\_\_\_  
Date

\_\_\_\_\_  
email

\_\_\_\_\_  
Phone

\_\_\_\_\_  
Agency Name

\_\_\_\_\_  
Physical Address

\_\_\_\_\_  
City

\_\_\_\_\_  
State

\_\_\_\_\_  
Zip Code

**CITY OF MONTCLAIR**

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

\_\_\_\_\_  
Paul M. Eaton  
Mayor

**ATTEST:**

\_\_\_\_\_  
Yvonne L. Smith  
Deputy City Clerk



## AGENDA REPORT

---

<b>SUBJECT:</b> CONSIDER APPROVAL OF AGREEMENT NO. 14-33 WITH HERITAGE EDUCATION GROUP TO ESTABLISH A CERTIFIED FARMERS' MARKET IN THE CITY OF MONTCLAIR	<b>DATE:</b> May 5, 2014 <b>SECTION:</b> AGREEMENTS <b>ITEM NO.:</b> 5 <b>FILE I.D.:</b> HSV042 <b>DEPT.:</b> HUMAN SVCS.
---	---

---

**REASON FOR CONSIDERATION:** The City Council is requested to consider approval of Agreement No. 14-33 with the Heritage Education Group. A copy of proposed Agreement No. 14-33 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. The Collaborative works to provide "a quality community for all, by working together as diverse, committed individuals and organizations." It engages in ongoing strategic planning to identify resources and develop services for children, youth, and adults in the community.

The Montclair Community Collaborative's efforts resulted in the City of Montclair's successfully obtaining a two-year competitive grant from First 5, The Children and Families Commission for San Bernardino County, to fund a Healthy Cities Project for the community. Agreement No. 13-42 with First 5 to provide funding for this program was approved by the City Council on June 17, 2013. This contract requires the delivery of services through subcontracts to partner agencies.

Proposed Agreement No. 14-33 would allow the Heritage Education Group to establish a Certified Farmers' Market at approved site(s) in the City of Montclair. The market would operate in accordance with the San Bernardino County Department of Agriculture regulations and policies on Wednesdays from 4:00 p.m. to 8:00 p.m. at Alma Hofman Park, rain or shine. It will offer a selection of locally grown and harvested fruits, vegetables, eggs, and other farmers' market appropriate vendors.

The term of proposed Agreement No. 14-33 is from May 7, 2014, until terminated pursuant to the terms of the Agreement.

**FISCAL IMPACT:** There would be no direct fiscal impact to the City's General Fund should the City Council approve proposed Agreement No. 14-33.

**RECOMMENDATION:** Staff recommends the City Council approve Agreement No. 14-33 with Heritage Education Group to establish a Certified Farmers' Market in the City of Montclair.

---

Prepared by: <u><i>M. Richter</i></u>	Reviewed and Approved by: <u><i>[Signature]</i></u>
Proofed by: <u><i>Kay Farner</i></u>	Presented by: <u><i>[Signature]</i></u>

---

**CERTIFIED FARMERS MARKET  
LICENSE AGREEMENT**

**Identification of Parties**

1. This License Agreement is entered into on May 7, 2014, by and between the City of Montclair, a municipal corporation, 5111 Benito Street, Montclair, California 91763 (hereinafter "Licensor"), and Heritage Education Group, a nonprofit 501(c)(3) organization, 112 Harvard Avenue, #124, Claremont, California 91711 (hereinafter "Licensee").

**Description of Property**

2. Licensor is the owner of a certain area of real property situated in the City of Montclair, County of San Bernardino, California, located at Alma Hofman Park, east of City Hall on Benito Street between Central and Fremont Avenues, as set forth in Exhibit A attached hereto and incorporated herein by reference ("the Premises").

**Grant of License**

3. In consideration of the benefits to the residents of the City of Montclair, Licensor grants to Licensee a license (hereinafter referred to as "the License") to operate a Farmer's Market on the Premises subject to the terms and conditions set forth in this Agreement.

**Term**

4. The initial term of this agreement shall be 12 months, commencing May 7, 2014, and terminating on May 6, 2015 (unless sooner terminated as provided herein or pursuant to law).

**Revocation**

5. Either the Licensor or Licensee may revoke this License at any time and terminate this License Agreement, with thirty (30) days written notice to the other party. Notice shall be addressed to the parties at the addresses appearing on the introductory paragraph, but each party may change the address by giving written notice to the other party.

### **Hours of Operation**

6. The Farmers' Market will initially operate year round on Wednesdays between the hours of 4:00 p.m. to 8:00 p.m., however, the parties may elect by mutual agreement to change the day of the week and/or the hours of the market.

### **Maintenance of Premises**

7. During the term hereof, the Premises and the area within a 25' radius of the Premises shall be kept by Licensee in a clean and wholesome condition, free of any objectionable noises, odors or nuisances (in the sole judgment of Licensor) and shall comply with all health, safety and police regulations in effect. If Licensee fails to do so, Licensor shall have the right to do so and Licensee shall reimburse Licensor for the cost thereof. In the event Licensee fails to remove any merchandise, inventory, furniture, goods, wares or other property located in or on the Premises after the Farmers Market hours, Licensor may retain such property at the Premises or dispose of such property at its sole discretion without any liability to Licensee. Licensee agrees to pay for all damages to the Premises caused by Licensee's misuse or neglect of the Premises.

### **Governmental Approvals/Fees**

8. Licensee shall comply with all local, state and federal laws and regulations arising out of the use of the Premises by Licensee and its operation of a Farmer's Market. Licensee agrees it will not suffer or permit any person or persons to use the Premises or any part thereof for any purpose other than for a Farmers Market or for any purpose in violation of the laws, ordinances, regulations and requirements of the City and County in which the Premises is situated or other lawful authorities. Except as otherwise agreed, Licensee shall, at its sole cost and expense, procure all permits, licenses and approvals necessary from governmental authorities or others to permit the Premises to be used for the purpose intended herein.

### **Condition of Premises**

9. Licensor makes no representation to Licensee as to the suitability of the Premises for the purposes contained herein and Licensee accepts the Premises in "as is" condition. Licensor shall have no obligation at any time during the term of this Agreement to make any changes or repairs to or improvements of the Licensed Premises.

### **Indemnification**

10. Licensee shall defend, indemnify, and hold Licensor harmless from and against any and all liability, costs (including but not limited to, costs of suit and reasonable attorney's fees incurred in the defense and/or settlement of claims) claims, demands, actions, causes of action, penalties, judgments, and liabilities of every kind and description for personal injury and/or death and damages to and/or loss of property, arising out of, or in connection with, the use of the Premises by Licensee or any vendors participating in the Farmer's Market.

Licensee agrees that it occupies the Premises at its sole risk. Licensor shall not be liable to Licensee for any damage by or from any act or negligence of any other occupant of the Premises or any occupant of adjoining or contiguous property.

### **Insurance**

11. Licensee agrees to keep in full force and effect during the entire term of this Agreement, at its cost, a policy for comprehensive general liability and property damage which will insure Licensee and Licensor against liability for injury to persons, damage to property, and death of any person occurring in or about the Premises. The insurance shall be not less than \$1,000,000 for any one person injured or killed, not less than \$1,000,000 for any one incident, and not less than \$500,000 for property damage. Certificates evidencing said insurance shall be delivered to Licensor prior to the effective date of this agreement. Said policies shall name Licensor, as an additional insured, and shall provide that said policies may not be canceled or be permitted to expire without the insurer giving at least fifteen (15) days prior written notice to Licensor. In addition, Licensor shall, at all times during the term of this Agreement, comply with the "Workers' Compensation and Insurance Act" of the California Labor Code and any amendatory Acts.

### **License Nonassignable**

12. This License is personal to the Licensee and shall not be assigned. Any attempt to assign the License shall automatically terminate it. No legal title or leasehold interest in the Premises is created or vested in Licensee by the grant of this License.

### **Governing Law**

13. 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.

**Representation on Authority**

14. Each person signing this agreement represents and warrants that he or she is duly authorized and has legal capacity to execute this agreement and deliver on its terms.

**Attorneys' Fees**

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

**Entire Agreement**

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

**"LICENSOR"**  
**CITY OF MONTCLAIR**  
5111 Benito Street  
Montclair, CA 91763

**"LICENSEE"**  
**THE HERITAGE EDUCATION GROUP**  
112 Harvard Avenue, #124  
Claremont, CA 91711

By: \_\_\_\_\_  
Paul M. Eaton  
Mayor

By: \_\_\_\_\_  
D. Bing Turner  
Co-Executive Director

**ATTEST:**

\_\_\_\_\_  
Yvonne L. Smith  
Deputy City Clerk

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Diane E. Robbins  
City Attorney

## AGENDA REPORT

---

<b>SUBJECT:</b> CONSIDER ADOPTION OF RESOLUTION NO. 14-3027 SUPPORTING CALIFORNIA STATE SENATE BILL 983 (HERNANDEZ) - TAX ALLOCATION: CARD LOCK FUEL SYSTEMS	<b>DATE:</b> May 5, 2014 <b>SECTION:</b> RESOLUTIONS <b>ITEM NO.:</b> 1 <b>FILE I.D.:</b> STG200 <b>DEPT.:</b> ADMIN. SVCS.
---	---

---

**REASON FOR CONSIDERATION:** Existing law provides that when a card lock fuel system retailer maintains more than one place of business, the point of sale is designated at the location at which retail sales are consummated. Senate Bill 983 - Tax Allocation: Card Lock Fuel System introduced by Senator Ed Hernandez would allow cities to collect their share of local sales tax from purchases made at card lock fuel retail locations within their jurisdictions rather than the sales tax from those sales being allocated to the city that houses the fuel retailer's main office.

The City Council is requested to consider adoption of Resolution No. 14-3027 supporting SB 983. A copy of proposed Resolution No. 14-3027 is attached for the City Council's review and consideration.

**BACKGROUND:** A card lock network fuel system is comprised of self-service fuel stations that are often located in commercial or industrial areas. The card lock network is typically used by commercial, industrial, or governmental fleet customers who are issued encoded cards to access fuel pumps throughout the system.

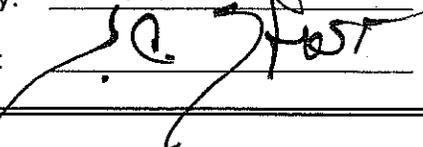
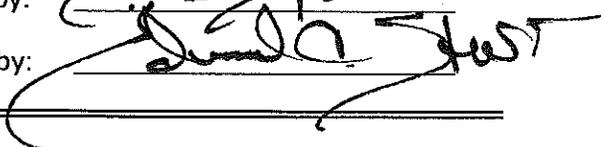
In a typical card lock agreement, a customer contracts to purchase fuel from a particular card lock operator but is able to purchase fuel from any card lock operator within the network in California and out of state. Both California-based and out-of-state card lock customers may obtain fuel from any card lock station within the network throughout the United States.

Card lock fuel sales are typically made pursuant to contracts negotiated prior to actual delivery of the fuel. The fuel prices generally are not posted at the pump and, if posted, do not apply to sales to card lock customers.

### *Existing Law*

Under existing law, the Board of Equalization (BOE) administers the Bradley-Burns Uniform Local Sales and Use Tax Law, which authorizes counties to impose a local sales and use tax. This tax rate is fixed at 1 percent of the sales price of tangible personal property sold at retail in a county or purchased outside the county for use within the county.

---

Prepared by: 	Reviewed and Approved by: 
Proofed by: 	Presented by: 

---

Under current law, cities are authorized to impose a local sales and use tax rate of up to 0.75 percent. The city sales tax rate is credited against the county rate so the combined rate does not exceed 1 percent. All cities and counties in California impose Bradley-Burns local taxes of a total uniform rate of 1 percent.

Revenue and Taxation Code (RTC) Section 7205 specifies the "place of sale" for purposes of the local sales tax as the place of business of a retailer. If a retailer has only one place of business in California, all California retail sales in which that place of business participates occur at that place of business. The BOE allocates the local sales tax to the city, county, or city and county in which that place of business is located, even if title to the property passes to the purchaser outside the jurisdiction in which the retailer's business is located.

If a California card lock operator (*i.e.*, a retailer that sells fuel as a member in a card lock network) has only one place of business, the local tax derived from fuel sales is allocated to the city, county, or city and county in which the card lock operator's place of business is located, even if the fuel is delivered to the customer through a card lock station of a different retailer in the network that is located in a different jurisdiction.

If a retailer has more than one place of business in California, the place of sale is determined in accordance with BOE regulations.

#### *SB 983 Proposed Law*

If adopted by the State Legislature, SB 983 would amend RTC Section 7205 to specify that for purposes of allocating the local tax on sales of fuel made through a card lock network, the location of sale is the point of delivery of the fuel to the vehicle.

The bill would define "card lock fuel system" to mean a system in which owners of unattended card lock fueling stations form a network whereby customers may purchase fuel at any of the network's participating fueling stations by use of card issued to the customer and where prices are not posted at the pump and no receipt is given at the time of delivery.

Under current law, the place of sale for all jet fuel sales for purposes of local sales tax is the point of delivery of the fuel into the aircraft, even if other California places of business of the retailer participate in the sale.

**FISCAL IMPACT:** Adoption of proposed Resolution No. 14-3017 would have no fiscal impact to the City; however, the City of Montclair has a card lock fuel station located at 4799 Arrow Highway, making the bill's passage an important revenue issue for the City.

**RECOMMENDATION:** Staff recommends the City Council adopt Resolution No. 14-3027 supporting California State Senate Bill 983 (Hernandez) - Tax Allocation: Card Lock Fuel Systems.

RESOLUTION NO. 14-3027

A RESOLUTION OF THE CITY COUNCIL OF THE  
CITY OF MONTCLAIR SUPPORTING CALIFORNIA  
STATE SENATE BILL 983 (HERNANDEZ) - TAX  
ALLOCATION: CARD LOCK FUEL SYSTEMS

WHEREAS, in 1998, the California State Legislature approved Assembly Bill 66 (Baca) amending Revenue and Taxation Code Section 7205 and adding Section 7204.03 to the Bradley-Burns local tax law; and

WHEREAS, AB 66 amended the definition of "place of sale" to the point of delivery of fuel to an aircraft for purposes of local sales tax; and

WHEREAS, Senate Bill 983 (Hernandez) would similarly change the definition of "place of sale" for card lock network systems for sale of vehicle fuel; and

WHEREAS, SB 983 would amend Revenue and Taxation Code Section 7205 to specify that for purposes of allocating local tax on sales of fuel made through a card lock network, the place of sale is the point of delivery of the fuel to the vehicle; and

WHEREAS, SB 983 would define "card lock fuel system" as a system in which owners of unattended card lock fueling stations form a network whereby customers may purchase fuel at any of the network's participating fueling stations by use of card issued to the customer.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Montclair does hereby support California State Senate Bill 983 (Hernandez) - Tax Allocation: Card Lock Fuel Systems.

APPROVED AND ADOPTED this XX day of XX, 2014.

ATTEST:

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Deputy City Clerk

I, Yvonne L. Smith, Deputy City Clerk of the City of Montclair, DO HEREBY CERTIFY that Resolution No. 14-3027 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, 2014, 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

MINUTES OF THE REGULAR MEETING OF THE  
PUBLIC WORKS COMMITTEE HELD ON THURSDAY,  
APRIL 17, 2014, AT 2:00 P.M. IN THE CITY HALL  
CONFERENCE ROOM, 5111 BENITO STREET,  
MONTCLAIR, CALIFORNIA

---

**I. CALL TO ORDER**

Chair Paulitz called the meeting to order at 2:00 p.m.

**II. ROLL CALL**

Present: Chair Paulitz; Committee Member Eaton; Public Works Director/City Engineer Hudson; Deputy City Manager/Director of Economic Development Staats; Director of Community Development Lustro; Public Works Superintendent Mendez; Facilities and Grounds Superintendent McGehee

Absent: Director, Office of Public Safety/Police Chief deMoet

Also Present: Lieutenant Brandon Kumanski, Guillermo Ortega-resident

**III. APPROVAL OF MINUTES**

**A. Minutes of the Public Works Committee Meeting of January 17, 2014**

The Public Works Committee approved the minutes of the Public Works Committee meeting of January 17, 2014.

**IV. PUBLIC COMMENT**

Mr. Guillermo Ortega was in attendance to discuss item VI B.

**V. TRAFFIC SAFETY/CIRCULATION ISSUES**

None

**VI. POLICE DEPARTMENT UPDATES/ITEMS**

**A. Crossing Guard Study, Vernon Avenue and Benito Street**

At the November 21, 2013 Public Works Committee meeting the Police Department requested a crossing guard study for Vernon Avenue and Benito Street. Albert Grover and Associates (AGA) did a new warrant study at Vernon Avenue and Benito Street to get a proper count of pedestrians in that area. After doing a new survey they found that there is no time either in the mornings or in the evenings that meet any of the warrant requirements. There are a few time periods where the pedestrians meet the warrant requirements and where the traffic meets the warrant requirements

but the two do not overlap justifying a need for a crossing guard. Police Department staff spent a few evenings doing an informal visual survey. Lieutenant Kumanski was out there yesterday watching for traffic. The morning is not a problem since it is a staggered start so kids are coming throughout the morning. There is never a time where more than one or two cars are waiting. In the evenings there is a very brief period of time of about 5-10 minutes where cars may have to wait, but no more than five cars are waiting at a time in one direction. According to the company Adult Crossing Guards the cost to place a crossing guard in that intersection would be approximately \$8,600 for the year. For the ten minutes that it lasts, there are no safety issues noted. It is the Police Department's recommendation that a crossing guard is not necessary at that intersection. One thing that can be done as the need arises is to do direct enforcement. Police Chief deMoet and Public Works Director/City Engineer Hudson have discussed this in the past. The Public Works Department concurs with the Police Department's recommendation that a crossing guard is not necessary at that location.

B. Speeding complaints in 9200 block of Ramona Avenue

There have been several discussions with the Committee on this item. The most recent was in February. A speed survey was done, traffic conditions, and sight distance issues were looked at and as a result a three-way stop sign was installed at Alessandro Street and Ramona Avenue. Two subsequent speed surveys were done and one showed that it had not affected the speed north and south of where the three way stop was. One of the speed surveys said it was slightly higher and the other speed survey showed that it was slightly lower. The end result is that the speed surveys do not indicate that the three-way stop had much effect on the overall traffic. A third survey was done by the Police Department using a radar gun and the results will be discussed below. The two previous ones were done with traffic counter tools. In February Chief deMoet agreed to have Police Department staff monitor traffic and do enforcement and report back to the Committee.

Lieutenant Kumanski handed out a copy of the speed survey the Police Department conducted and reviewed it. The survey was conducted during morning and afternoon hours. The suspicion was that a lot of the traffic was related to school pick-up and drop off at Serrano Middle School which later proved to not entirely be the case. About half of the drivers that were pulled over and cited were related to school traffic and the other half were residents of the area. There is a relatively narrow window of time from about 7:00 a.m. to 8:00 a.m. that had the highest volume of traffic in the mornings; the afternoons did not have the same level of traffic. Most of the vehicles were in the prima facie speed limit of 25 miles per hour or less, there are a few vehicles that went one or two miles

over the speed limit. There are a few vehicles that stood out which were the more egregious violators and according to one of the cadets that was conducting the survey it was the same vehicle from day to day. At the conclusion of the survey a few officers were assigned to the area to do direct enforcement. The officers kept track of the vehicles that were cited. It averaged about two tickets a day. The enforcement was done over a one-week period of time initially, then it was extended to two weeks and the violations dropped as the area continued to be enforced. By the end of the second week it was getting more and more difficult to find violators. Intermittent enforcement seems to do the trick in this area. Based on the results of the survey and the directed enforcement it does not appear necessary to install speed humps so it is the Police Departments recommendation to not install speed humps at this time. If there is a problem in the future and there is an increase in this type of traffic it's a simple matter to have officers do direct enforcement.

About two years ago the City Council adopted a formal policy on speed humps. There are multiple criteria that must be met regarding the geometrics of the street where there is potential site distance issues, which staff has attempted to correct with the three way stop. There is also a minimum volume that must be met of 1,000 vehicles per day and Ramona Avenue was approximately 900-950, so it did not quite meet the warrant. There is a speed limit warrant as well, the prima facie needs to be 25 miles per hour and the 85<sup>th</sup> percentile needs to be above 30 miles per hour. At the time the Engineering Division did a survey it was marginal and it was about 29 miles per hour. The lidar radar that was used by the Police Department is more accurate then the traffic counter tubes for speed purposes. There is also a need for concurrence from both Fire and Police Departments. It is also the Public Works Department's recommendation that speed humps not be installed and the Police Department continues to monitor the area.

Mr. Guillermo Ortega said the Police Department enforcement and presence has caused less traffic to go through the area and has slowed down the vehicles coming through the neighborhood. He is just trying to prevent what happened on Mills Avenue where two people were struck by a speeding vehicle. Lieutenant Kumanski let Mr. Ortega know that if he notices an increase in traffic to give the Police Department a call and they can go out and do more enforcement.

## **VII. COMMUNITY DEVELOPMENT DEPARTMENT PROJECT UPDATES/ITEMS**

Community Development Director Lustro discussed a few new projects.

The 96,000 square foot industrial building on Arrow Highway just east of Central Avenue is approaching completion.

Staff has been working with a local developer for a number of months on getting a site plan and design together for the construction of a 130,000 square foot industrial building at the southeast corner of Ramona Avenue and Brooks Street. The site is where the old Tri-Alloy recycling plant used to be. This project is pretty close to being submitted and going to Planning Commission.

As of next week the Paseos on Monte Vista Avenue will have released eight buildings for occupancy which represents a little over half of the total units there. The number of units released will be approximately 225 or 230. Of the six buildings that have been released thus far the report is that 70 percent of them have been leased. The leasing staff has told City staff that there have been some people who have been hesitant to lease, primarily because there is still construction going on and they do not want to live in a construction zone. Paseos staff believes that once the eight buildings that are located around the park are finished and all of the construction activity moves to the north toward Arrow Highway it is going to make their leasing efforts a little bit easier.

The last project is the vacant lot on Central Avenue across from Costco. Staff has been working with the property for years to try to bring something in. Staff is working with a different developer now and it is now all conceptual. They are proposing a total of approximately 20,000 square feet of commercial retail. The site plan is close but still needs some work. The developer is being much more realistic with the amount of space they are proposing as opposed to the project staff saw about nine years ago. The main access will be the light at Costco drive but there will also be a secondary access into the property to the north on Central Avenue. There will also be an exit to the south to the alley that runs just north of Wienerschnitzel.

## **VIII. PUBLIC WORKS DEPT.-MAINTENANCE ACTIVITIES UPDATES/ITEMS**

### **A. Maintenance Activity Report**

Chair Paulitz had a few questions on the Maintenance Activity Report.

Streets - On-going graffiti information for requesting Probation Departments and CSU - When the Police Department arrests a tagger they get the tagger's name and moniker and are able to track certain tags and monikers the person has done throughout the City. The information goes to the District Attorney (DA) and if the person is found guilty the DA assigns it to a probation officer. The probation officer then contacts Public Works Superintendent Mendez and asks for paperwork to show the locations and cost estimates for graffiti removal and it is turned in for restitution.

Sewers - Work with Environmental Manager, Nicole Greene on SSMP requirements as time permits - SSMP is short for Sewer System Maintenance Plan and it is something that has been implemented by the state. They have certain requirements that staff manages and

controls such as jetting so many feet per year, televising so many feet per year, and facility inspections are done and are reported.

Vehicles - Smog testing for even VIN # fleet - The last number of the VIN # will determine when a vehicle gets smogged. If the last number of the VIN is an odd number then it will be smogged in the odd year if it is even then it will be smogged in the even year. The vehicles get smogged at a station and they get reported annually to the state.

Trees - Continue to update GPS inventory of all trees in City Right of Ways - Last year and the year before Public Works Superintendent Mendez used additional funds left over to start a grid management program with GPS. West Coast Arborist went through the whole City with a couple of people and did an inventory of the trees within the City's right-of-way. Staff was able to determine if trees were City trees or private trees in the City's right-of-way. Some people plant their own trees in the right-of-way and the City does not maintain those trees. In the past the contractor use to trim the private trees every five years but with budget cuts the City can only do trees that belong to the City. Usually in a neighborhood there is one type of tree that is planted throughout the street and that is how you can tell they are City trees. Public Works staff also keeps records of all of the City trees.

Chair Paulitz also asked about the oven in the senior center. Facilities and Grounds Superintendent McGehee and Building Maintenance Technician Conley tore the stove apart to try to get to the part that was malfunctioning and were unable to find the part they were looking for. Facilities and Grounds Superintendent McGehee also could not find the service manuals to the oven. He contacted the manufacturer and they would not give him any information so he contacted a person who works on them and they came out and looked at it. They said at some point in time the door hinges got bent so heat is escaping out of the oven and right above the door there is a louver and the hot air is being drawn inside the louver. To replace the hinges, replace the sensors, and add a cooling fan, will cost \$2,000 but it is a quarter of the cost of a brand new oven. The oven is used to cook fish on Friday's and occasionally it is used to keep food warm. Staff is unsure how the hinges got bent. At this point Facilities and Grounds Superintendent McGehee does not have room in his budget for the parts so he was going to wait until July to ask for additional funds.

B. Update on Central and Ramona Avenues Streetlight Wire Theft

At the last meeting wire theft on the bridge was discussed and all locations were installed with anti-theft devices. Since the anti-theft devices were installed a few months ago there have not been any thefts. There have been attempts to steal the wiring but once they get to the security cover they give up.

C. Update on Splash Pad play surface repair/replacement

After the Splash Pad opened for its fourth season in May 2013, staff found that the surface was coming up. Temporary repairs were made to keep the facility operation for the full season, with the intent of making more permanent repairs at the end of the season. At the end of the season, Facilities and Grounds Superintendent McGehee sought bids to make the necessary repairs and/or surface replacement and requested \$40,000 for that work. That amount was based on a few bids that were received.

Since that time the surface has been cut open to get a better feel of how much water was under it and how much damage the water had done; in doing so staff found that the surface was up to an inch thick. Standard surfaces are closer to 3/8 of an inch thick. So since it is almost three times the thickness the price has more than doubled. It's now estimated that repair is going to cost approximately \$60,000 - \$80,000 to replace the surface.

Staff also learned that there is ongoing litigation against the contractor that installed the material and the company that provided the material. City Attorney Diane Robbins is working on the class action lawsuit against both. Facilities and Grounds Superintendent McGehee found that all of the water feature projections that come up through the surface are supposed to have a groove cut around the projection that acts as a water dam. Without the dam, water that enters around the projections is able to migrate between the surface and substrate, effectively causing delamination of the surface material. Once water gets underneath, it flows by gravity towards the drain. However, the drain is one inch higher than the substrate, resulting in enough water pressure to lift the surface.

After removing more of the surface to relieve the pressure, staff has been working for several weeks trying to dry out the substrate, but without substantial results.

The options staff is looking at are pulling all of the surface out, putting grooves in or water stops, and putting in the same type of surface currently out there. Staff is not in favor of the last option because in talking with other companies the surface should only be about 3/8 of an inch thick not an inch thick like the surface at Alma Hofman Park. Over the weekend Public Works Director/City Engineer Hudson saw a video of how the surface was installed. To install it rubber pebbles are put in a mixer with a binder and it is spread on concrete 3/8 of an inch thick with a float. The product that was used at Alma Hofman Park has about a 1/2 of an inch of some kind of fiber underneath. It provides a lot more cushion but when water gets underneath it, it has a clear path of travel until water gets damned up and the pressure starts building up until it pops the surface off. Staff has to figure out a way to cut the drain down so the surface will be 3/8 of an inch thick, so concrete may

have to be chiseled out around the drain to get to a point where it can be lowered. Staff wants an expert on it to advise them on what to do.

There have been discussions with City Manager Starr about delaying the opening of the Splash Pad. Staff does not feel that it can be opened and adequately guarantee the public safety. So the opening will need to be delayed until the problem can be addressed. The surface that was originally put down had a three-year life. It clearly lasted three years with problems developing at the beginning of the fourth season. Facilities and Grounds Superintendent McGehee has researched different epoxies to try to find ways to take the existing surface that is wet and stick it down so it can be open for the season. He found one epoxy that will work in water but it cannot come in contact with chlorine. The estimate Facilities and Grounds Superintendent McGehee has gotten so far for a complete resurfacing with the current thickness is approximately \$80,000. A request for \$80,000 has been added to the budget for next fiscal year and will come out of the Park Development Fund. There is no recourse with the County but there will be recourse with the class action lawsuit against the manufacturer.

#### **IX. PUBLIC WORKS DEPT. ENGINEERING DIVISION UPDATES/ITEMS**

Public Works Director/City Engineer Hudson wanted to discuss the Gold Line. Staff is continuing to work with SANBAG and the Construction Authority to try to resolve an issue that has come up with the introduction by Freddy Rodriguez of Assembly Bill 2574. Assembly Bill 2574 calls for the Construction Authority's jurisdiction to be extended beyond Montclair to Ontario. In the wording of the legislation there are plenty of protections regarding SANBAG and about them being forced into paying for things that SANBAG may feel is not their responsibility. There are three locations in the legislature that requires the approval of SANBAG before something further can occur. SANBAG at their board meeting last week officially took the position in opposition of Assembly Bill 2574. In response, the Gold Line Construction Authority has requested all of its members send letters to Freddie Rodriguez indicating their support for the bill which leaves the City in the middle. The City's stance is that they are going to take no action in opposition or in support of the bill. Staff met with Freddie Rodriguez last Tuesday and City Council Member Bill Ruh and City Manager Starr were also in attendance at the meeting. At the meeting there was a pretty thorough discussion of what the issues are and what Ray Wolfe's concerns are with SANBAG. Freddie Rodriguez was asked if he would consider modifying the language to even further ensure protection for SANBAG on funding issues. The two options are for the bill to go for interim action or for it to be completely withdrawn. The option for it to be withdrawn will not really be an option because of the actions that have been taken so far. It went to the Committee in Sacramento for discussion this morning but staff is unsure of what action was taken.

## X. CAPITAL PROJECT UPDATES

Public Works Director/City Engineer Hudson reported the status of the following capital improvement projects:

### A. MONTE VISTA AVENUE/UPRR GRADE SEPARATION PROJECT

Issues have been resolved with Union Pacific Railroad (UPRR). Staff knows what kind of structure will be acceptable to them and acceptable for the City. It does require a complete redesign which is not too much of a concern because it has been so long since the original design was completed. Topography has changed, and so have codes. Starting from scratch there will be footings, piles columns, and the bridge design that will have to be changed. Staff had a clear understanding of what UPRR expected but they were also willing to listen to City staff and compromise. The two-span structure will save the City a considerable amount of money because the clear-span structure would have had a depth of nine feet, the three-span structure would have had a depth of five feet, and the two-span structure will have a depth of five and a half feet. The environmental footprint and the clearance will not change.

The process with Caltrans has not been as easy. Staff requested approval for the use of high priority project funds or demo funds with the existing consultant and Caltrans came up with a number of things the City would need to comply with. The City had complied with all but one of them. The one that the City did not comply with was the deal breaker. The use of federal funds requires compliance with Disadvantaged Business Enterprise (DBE) regulations. When the project was all state-funded, there were no DBE requirements. With federal participation there has to be DBE participation. Staff has since determined the DBE goal and it is nine percent.

It is not difficult for the consultant to get DBE participation because some of the work can be subbed out. Caltrans will not allow the use of the federal funds unless a new request for proposal and request for qualifications is done. Public Works Director/City Engineer Hudson has it written and there are a couple of people he would like to have review it, which will be done next week. His intent is within the next two weeks to release the RFP to probably eight or ten consultants and narrow it down to three that will probably be called in for an interview. In June or July a request will be ready to be submitted to Caltrans for a pre-award audit and to get the E-76 which is formal approval that authorizes the money to be spent and reimbursed by federal. This process can take as long as 45 days through Caltrans. Staff can start the process now and run it concurrent with the selection process. So maybe as early as June or July a consultant can be on board to handle all of the design. The

design should take less than a year and then it should be ready to construct.

The environmental clearance is valid as long as it stays within the footprint that is already cleared. All of the right-of-way has been acquired including temporary construction easements. The project will be ready to go once the design is complete. Public Works Director/City Engineer Hudson has talked to SANBAG about a contract similar to the one that was in place for the Ramona Avenue Grade Separation. By SANBAG handling the construction management through a consulting firm it reduces the City's efforts on the project considerably.

#### **B. CENTRAL AVENUE/UPRR GRADE SEPARATION RECONSTRUCTION**

Approval has been received for federal funds under the Highway Bridge Program. It was turned over to Caltrans and Caltrans thought it was not necessary to completely remove and build a new bridge. They felt that all that needed to be done was to add a new deck to it. Staff submitted a report to Caltrans indicating that it would actually cost more to do it that way because the foundation and columns would have to be retrofitted to accept a new and wider bridge.

There will also be a problem with Union Pacific Railroad (UPRR). Currently there is a seven-span structure, and they will probably start with a requirement for a clear-span structure. Hopefully staff can get them to agree to a three- or four-span structure. It is a much wider right-of-way at Central Avenue for UPRR than what there is at Ramona Avenue or Monte Vista Avenue, so the bridge will be significantly longer. There are more tracks under Central Avenue and there are plans to add more tracks in the future. Public Works Director/City Engineer Hudson is trying to get UPRR to give up one or two tracks so footings can go in. Public Works Director/City Engineer Hudson talked to the consultant today regarding the project and was informed that Caltrans has sent out a response but Public Works Director/City Engineer Hudson has not received it yet.

#### **C. MONTE VISTA AVENUE WIDENING PROJECT - MISSION BOULEVARD TO HOWARD STREET**

This project will widen Monte Vista Avenue on the east side between Mission Boulevard and Howard Street. This project was awarded at the last City Council Meeting. The contract has been signed and construction should begin before the end of this month. It is a 45-working day project so it should be done by the end of July.

#### **D. RECREATION BUILDING REMODEL**

This project will update some of the facilities in the Recreation Building. The restrooms and showers will be updated; installation of an employee restroom; install sink and plumbing in employee break room. The plans were submitted to the Building Division for plan

checking and it came back with some plan check corrections and comments. The architect has had the comments for about a month but the principal architect was on vacation for a couple of weeks. Public Works Director/City Engineer Hudson is hoping to have a new set of plans by the end of the month. The delay is ok because staff is counting on Community Development Block Grant (CDBG) funds from next fiscal year. Public Works Director/City Engineer Hudson wants to be able to advertise the project and award it at a point where staff knows the funds are coming in. An award will probably be done around July 1, 2014.

#### **E. SUNRISE PARK BLOCK WALL RECONSTRUCTION**

This project is currently out to bid. This affects the northerly wall throughout the length of the park. The budget is approximately \$100,000 for construction.

There are two fences on the south side of the park that are not part of this project but it is something that needs be done in the future. There is an area that can be extended for park improvements and at this time all Public Works Director/City Engineer Hudson is looking at is landscaping and block wall construction along the south property line. It is not currently in the CIP but it's something that does need to be looked at. This was done about 15 years ago when somebody wanted to do a parcel map to do a lot split on San Bernardino Street. At that time the City had a requirement for the dedication of road right-of-way to extend Harvard Street into that area. There was a little remnant parcel that was left over that was dedicated for park usage. It does not make sense to extend Harvard Street. If the intent at the time was to extend it eventually to Benson Avenue it would take acquisition of a couple of homes on Benson Avenue. Not sure what the thinking was but the City did require dedication and got dedication and the property owner that did the lot split has since built a fence along the southerly boundary. Including it as part of the park improvements would expand the park. This at some point will come back to the Committee as a CIP with Park Development Funds.

#### **F. CENTRAL AVENUE/SAN BERNARDINO STREET TRAFFIC SIGNAL UPGRADE**

The intent of the project is to make Central Avenue and San Bernardino Street a protected left turn at all four approaches. Staff would like to do an eight phase signal. Central Avenue is currently protective permissive and San Bernardino Street is permissive only. This intersection has a high accident rate so protected permissive is not working which is why it needs to be protected only at all approaches. The design is about 65 percent complete. Staff has reviewed it and sent comments back to the Engineer.

### **Central Avenue and I-10 Freeway Street deterioration – added item**

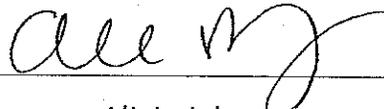
Central Avenue under the I-10 freeway the street is getting really bad. It was fixed approximately 10-12 years ago and within five years of the state constructing the improvement the pavement deteriorated. The City put in an overlay about 10 years ago. The overlay has not held up very well but the pavement underneath has gotten even worse. Central Avenue all the way to the north City boundary is in really bad condition. A funding source needs to be looked at to do a rehabilitation on that and Monte Vista Avenue as well. Typically on City streets there is a 3/8 to a 1/2 inch rock size on the cap course or wearing course. This location with all of the bus traffic that comes through that section and the heavy axel weight of the bus it is really causing rutting problems. Ultimately there were 14 different intersections that were re-paved beginning about 6-7 years ago and those have all held up really well. When the street is resurfaced under the freeway an encroachment permit will have to be obtained from Caltrans to get the work done.

### **XI. ADJOURNMENT**

It is anticipated that quorum will not be available for the May Public Works Committee, so the meeting was cancelled. The next meeting of the Public Works Committee will be at 2:00 p.m. on June 19, 2014.

At 2:54 p.m., Chair Paulitz adjourned the meeting.

Submitted for Public Works Committee approval,



Alicia Johnson  
Transcribing Secretary

**MINUTES OF THE MEETING OF THE MONTCLAIR  
PERSONNEL COMMITTEE HELD ON MONDAY,  
APRIL 21, 2014, AT 8:17 P.M. IN THE CITY  
ADMINISTRATIVE OFFICES, 5111 BENITO STREET,  
MONTCLAIR, CALIFORNIA**

---

**I. CALL TO ORDER**

Mayor Pro Tem Ruh called the meeting to order at 8:17 p.m.

**II. ROLL CALL**

Present: Mayor Pro Tem Ruh; Council Member Raft; and City Manager Starr

**III. APPROVAL OF MINUTES**

**A. Minutes of the Regular Personnel Committee Meeting of April 7, 2014.**

Moved by City Manager Starr, seconded by Mayor Pro Tem Ruh, and carried unanimously to approve the minutes of the Personnel Committee meeting of April 7, 2014.

**IV. PUBLIC COMMENT - None**

**V. CLOSED SESSION**

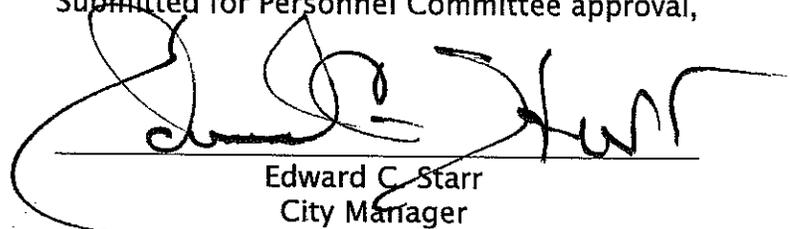
At 8:18 p.m., the Personnel Committee went into Closed Session regarding personnel matters related to appointments, resignations/terminations, and evaluations of employee performance.

At 8:28 p.m., the Personnel Committee returned from Closed Session. Mayor Pro Tem Ruh stated that no announcements would be made at this time.

**VI. ADJOURNMENT**

At 8:28 p.m., Mayor Pro Tem Ruh adjourned the Personnel Committee.

Submitted for Personnel Committee approval,



Edward C. Starr  
City Manager