

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

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

August 4, 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 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. Introduction of New Employee/Promotee
- B. 2014 Home Beautification Awards

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. Second Reading – Consider Adoption of Ordinance No. 14-943 Adding Chapter 11.67 to the Montclair Municipal Code Related to Shopping Cart Containment and Management [CC] 4

VIII. CONSENT CALENDAR

A. Approval of Minutes

- 1. Minutes of the Regular Joint Council/Successor Agency Board/ MHC Board/MHA Commission Meeting of July 7, 2014 [CC/SA/MHC/MHA]
- 2. Minutes of the Regular Joint Council/Successor Agency Board/ MHC Board/MHA Commission Meeting of July 21, 2014 [CC/SA/MHC/MHA]

B. Administrative Reports

- 1. Consider Setting a Public Hearing to Consider Ordinance No. 14-944 Adding Chapter 11.37 to the Montclair Municipal Code Related to Emergency Shelters and Single-Room Occupancy Lodging Facilities [CC] 15

- 2. Consider Setting a Public Hearing to Consider Ordinance No. 14-945 Amending Chapters 11.02 and 11.18 of the Montclair Municipal Code Related to Manufactured Housing [CC] 22

- 3. Consider Authorization to Purchase One 2014 Altec AT200A Telescoping Aerial Ford F-450 Pickup Truck [CC] 26

- 4. Consider Authorization of a \$6,879.05 Appropriation From the Public Safety Grant Fund to Purchase Four Laptop Computers From Advanced Technical Solutions [CC] 27
Consider Authorization to Receive \$6,879.05 From the FY2013 State Homeland Security Grant Program to Reimburse the Public Safety Grant Fund [CC]

- 5. Consider Approval of Warrant Register and Payroll Documentation [CC] 36

C. Agreements

- 1. Consider Award of Contract to M. C. Alyea Construction, Inc., in the Amount of \$108,380 [CC] 37
Consider Approval of Agreement No. 14-73 With M. C. Alyea Construction, Inc., for the Sunrise Park Block Wall Replacement Project [CC]
Consider Authorization of a \$12,000 Construction Contingency [CC]

D. Resolutions

- 1. Consider Adoption of Resolution No. 14-3044 Authorizing Placement of Assessments on Certain Properties for Delinquent Sewer and Trash Charges [CC]

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IX. PULLED CONSENT CALENDAR ITEMS

X. RESPONSE - None

XI. COMMUNICATIONS

A. City Attorney

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

Agency: City of Montclair

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

B. City Manager/Executive Director

C. Mayor/Chairman

D. Council/SA/MHC/MHA Board

E. Committee Meeting Minutes *(for informational purposes only)*

- 1. Minutes of the Personnel Committee Meeting of July 21, 2014

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

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

XIII. CLOSED SESSION ANNOUNCEMENTS

XIV. ADJOURNMENT OF CITY COUNCIL

The next regularly scheduled City Council, Successor Agency Board, Montclair Housing Corporation Board, and Montclair Housing Authority Commission meetings will be held on Monday, August 18, 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 July 31, 2014.

AGENDA REPORT

SUBJECT: CONSIDER ADOPTION OF ORDINANCE
NO. 14-943 ADDING CHAPTER 11.67
TO THE MONTCLAIR MUNICIPAL CODE
RELATED TO SHOPPING CART CONTAIN-
MENT AND MANAGEMENT

SECOND READING

DATE: August 4, 2014

SECTION: PUBLIC HEARINGS

ITEM NO.: A

FILE I.D.: CDV078

DEPT.: COMMUNITY DEV.

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

BACKGROUND: The unlawful removal of shopping carts from the premises of retailers and their subsequent abandonment on public and private property in Montclair creates a blight on the community; an attractive nuisance; and the potential to be injurious to the health, safety and general welfare of residents. In order to reduce the proliferation of abandoned shopping carts in the City, staff has implemented where possible, since 2002, a condition of approval on all new retailers that provide shopping carts for their customers to install active or passive cart containment devices or systems that prohibit the removal of shopping carts from the premises to which they belong. Installation and implementation of these systems has proven successful in that shopping carts from establishments with such systems are rarely, if ever, observed off site.

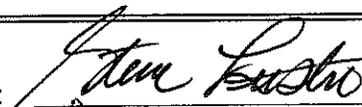
Shopping cart containment can be implemented in a number of ways. Retailers utilizing a limited number of shopping carts and/or which do not sell large bulky items may choose to simply attach a pole to each cart prohibiting them from being removed through the store's doorway out into the parking lot. Another similar method would be to install a series of bollards or other physical deterrents in close proximity to one another just outside the store, again, to prohibit carts from being taken into the parking lot.

Examples of retailers utilizing poles attached to carts to prohibit their removal from the store include:

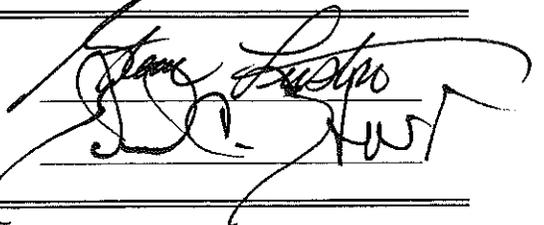
Fallas, 5391 Moreno Street
Ross Dress for Less, 5459 Moreno Street
99¢ Wow Bargain, 9840 Central Avenue

Another common method that has been implemented in Montclair is that of an electronic parking lot perimeter system. Such systems vary slightly among vendors but generally consist of a central transmitter located inside the store; an antenna cable embedded in a narrow, saw-cut and sealed trench around a predefined perimeter in the parking lot; installation of at least one "locking" wheel on each shopping cart; stenciling of striping

Prepared by:



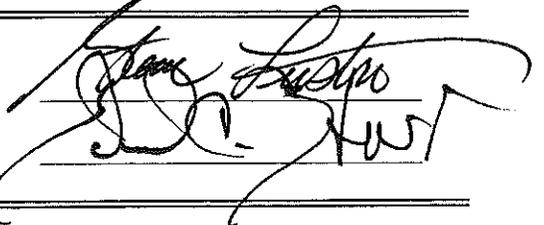
Reviewed and
Approved by:



Proofed by:



Presented by:



in the parking lot indicating the limits to which shopping carts can be transported; installation of signs in the parking lot and on cart corrals; and affixing of signs on each cart informing customers of the cart containment system.

Montclair retailers currently utilizing the above-described electronic cart containment system include the following:

- Target, 9052 Central Avenue
- Dollar General, 9860 Central Avenue
- Family Dollar, 10144 Central Avenue
- CVS Pharmacy, 4535 Holt Boulevard

Because of the success enjoyed through implementation of cart containment devices and systems for new retailers, staff now finds it practical and prudent for the City to take the next step to extend the requirement to all existing retailers in the City that provide shopping carts for the convenience of its customers. While some smaller retailers utilizing a limited number of carts may find it practical to install inexpensive devices, such as poles attached to carts, larger retailers will need to undertake a more significant capital expense to comply with the cart containment requirement. Accordingly, staff is recommending a compliance date of January 1, 2016, in order to allow all existing retailers to budget appropriately for the installation of an appropriate cart containment system.

On July 9, 2014, letters were sent to the store directors of 39 retail stores and the owners of record of four coin laundry businesses in Montclair advising them that the City Council would be considering a proposed Cart Containment Ordinance at a public hearing at tonight's meeting along with a copy of proposed Ordinance No. 14-943. Letters were sent not only to retailers that provide shopping carts but do not have any cart containment devices or systems in place but also to those that provide shopping carts and do currently have cart containment devices or systems in place, retailers that do not currently provide shopping carts for their customers but may choose to do so in the future, and to coin laundry operators who provide laundry carts for their customers or may choose to do so in the future. Copies of the letters, which were also provided to the Montclair Chamber of Commerce, are included in the Council packets for reference, along with the mailing list of businesses that were sent a copy of the letter.

FISCAL IMPACT: The City Council's adoption of proposed Ordinance No. 14-943 would have no direct fiscal impact on the City's General Fund.

RECOMMENDATION: Staff recommends the City Council adopt Ordinance No. 14-943 adding Chapter 11.67 to the Montclair Municipal Code related to shopping cart containment and management.

ORDINANCE NO. 14-943

AN ORDINANCE OF THE CITY COUNCIL
OF THE CITY OF MONTCLAIR ADDING
CHAPTER 11.67 TO THE MONTCLAIR
MUNICIPAL CODE RELATED TO SHOPPING
CART CONTAINMENT AND MANAGEMENT

WHEREAS, shopping carts are provided by grocery stores and many retail establishments for the convenience of customers while shopping on the premises of such businesses; and

WHEREAS, Section 22435, *et. seq.*, of the California Business and Professions Code prohibits the removal of shopping carts from the premises of retailers that have signs permanently affixed to each cart identifying the owner of the cart, the retailer, or both; notifies the public of the procedure to be utilized for authorized removal of the cart from the premises; notifies the public that the unauthorized removal of the cart from the premises or parking area of the retail establishment, or the unauthorized possession of the cart, is a violation of state law; and lists a valid telephone number or address for returning the cart removed from the premises or parking area to the owner or retailer; and

WHEREAS, the unlawful removal of shopping carts from the premises of retailers and their abandonment in the community has the potential to create blight; create an attractive nuisance; and to be injurious to the health, safety, and general welfare; and

WHEREAS, the cost for retailers to replace lost or stolen shopping carts is from \$200 to \$400 each; and

WHEREAS, since 2002, staff has implemented, where possible, a condition of approval for new retailers requiring the installation of active or passive cart containment systems that prohibit the removal of shopping carts from the premises of retailers; and

WHEREAS, evidence has shown in Montclair and other communities that retailers that have implemented or installed cart containment systems suffer minimal, if any, removal of shopping carts from their premises; and

WHEREAS, the City Council now finds it prudent to formalize the requirement for cart containment system in the Municipal Code and further, to make such requirements applicable retroactively to retailers in the community that utilize shopping carts but do not presently have cart containment systems; and

WHEREAS, the City Council finds that the proposed Ordinance is consistent with the General Plan's policies and objectives of promoting the mitigation of existing land use conflicts, protecting residential property values and privacy by preventing the intrusion of incompatible land uses, and encouraging the design of (commercial) properties to "create an...environment for shopping by promoting improved architectural appearance of buildings,

excellent landscaping, and appropriately regulated signage, parking, and traffic circulation;" and

WHEREAS, the City Council finds that this Ordinance is categorically exempt from the requirements of the California Environmental Quality Act (CEQA) and the City's CEQA Guidelines. The Code amendment is an enactment of an Ordinance to modify existing development standards applicable to retail establishments that provide shopping carts for the convenience of their customers. The Code amendment would not have a significant effect on the environment as it does not in itself directly approve any construction activities but, instead, establishes standards controlling the containment of shopping carts at retail establishments that seek to minimize or eliminate their removal from retailers' premises and abandonment in the community; and

WHEREAS, the Director of Community Development is directed to file a Notice of Exemption in accordance with CEQA and the State CEQA Guidelines.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF MONTCLAIR DOES HEREBY ORDAIN AS FOLLOWS:

SECTION I. Chapter 11.67 is hereby added to Title 11 ("Zoning and Development") of the Montclair Municipal Code to read as follows:

Chapter 11.67

SHOPPING CART CONTAINMENT AND MANAGEMENT

Sections:

11.67.010	Purpose and Intent.
11.67.020	Definitions.
11.67.030	Applicability.
11.67.040	Responsibility of owner.
11.67.050	Mandatory cart containment plan.
11.67.060	Mandatory cart retrieval plan.
11.67.070	Plan submission and approval.
11.67.080	Cart corrals and storage areas.
11.67.090	Authority to impound, store, sell, or dispose of abandoned shopping carts.
11.67.100	Penalties.

11.67.010 Purpose and intent.

The accumulation of abandoned, lost, stolen, wrecked, or dismantled shopping carts on public or private property is found to create conditions that promote blight and deterioration; negatively impact community image and property values; are aesthetically detrimental; and constitute an attractive nuisance creating a hazard to the health, safety, and general welfare of residents. The accumulation of these shopping carts has the potential to interfere with pedestrian and vehicular traffic; therefore, the presence of abandoned, lost, stolen, wrecked, or dismantled shopping carts, or parts thereof, on public or private property is declared to constitute a public nuisance, which may be abated in accordance with this Chapter.

The purpose of this Chapter is to eliminate the detrimental effects of abandoned, lost, stolen, wrecked, or dismantled shopping carts on public or private property by setting forth regulations for containing shopping carts on the premises to which they belong and minimizing the likelihood that they will be removed from retailers' premises and abandoned elsewhere in the community. Further, this Chapter sets forth regulations encouraging the prompt retrieval of shopping carts by their owners and the impoundment and/or disposal of unclaimed shopping carts by the City.

11.67.020 Definitions.

Abandoned shopping cart or lost, stolen, or abandoned shopping cart means a shopping cart that was: (1) removed from the premises of a retail establishment by any person without the prior written consent of the owner of the shopping cart or the retailer otherwise entitled to possession of such cart; or (2) left unattended, discarded, or abandoned upon any public or private property other than the premises of the retail establishment from which the shopping cart was removed, regardless of whether such shopping cart was removed from the premises with or without the permission of the owner. For purposes of this Chapter, any shopping cart located on any public or private property other than the premises of the retail establishment from which such shopping cart was removed shall be presumed to be lost, stolen, or abandoned, even if in the possession of any person, unless such person in possession thereof is either (a) the owner, or an employee or authorized agent of the owner entitled to possession of the shopping cart; (b) an officer, employee or agent of a cart retrieval service hired by the owner to retrieve such carts; (c) enforcement personnel retrieving, storing, or disposing of said cart as provided herein and/or pursuant to the applicable provisions of the California Business and Professions Code; or (d) has written consent to be in possession of the shopping cart from the owner of said shopping cart.

Enforcement personnel, as used in this Chapter, means any Police Officer, Code Enforcement Officer, or other person employed or contracted by the City of Montclair.

Laundry cart means a basket mounted on wheels and used in a coin-operated laundry or dry cleaning retail establishment by a customer or attendant for the purpose of transporting clothing and the supplies necessary to launder or otherwise process them.

Owner means any owner, manager, or operator of any retail establishment.

Parking area means a parking lot or other property provided by a retail establishment for use by customers for parking customer vehicles. The parking area of a retail establishment located in a multitenant complex or shopping center shall include the entire parking area used by the multitenant complex or shopping center.

Premises means any building, property, or other area upon which any retail establishment business is conducted or operated in the City including the parking area provided for customers.

Retail establishment means any legally established business engaged in the sale of any kind of merchandise that provides shopping carts for use by its customers regardless of whether such business is advertised or operated as a retail or wholesale business and regardless of whether the business is open to the general public, is a private club or business, or is a membership store.

Shopping cart or cart means a basket that is mounted on wheels or a similar device generally used in a retail establishment by a customer for the purpose of transporting goods of any kind. The terms "shopping cart" or "cart" shall include "laundry cart."

11.67.030 Applicability.

With respect to the cart containment provisions of this Chapter, the following shall apply:

A. Every new retail establishment providing shopping carts for use by its customers and commencing business on or after April 1, 2014, shall be subject to implementing a Mandatory Cart Containment Plan and Cart Retrieval Plan as described in this Chapter prior to commencing business.

B. Every existing retail establishment providing shopping carts for the use of its customers and that had not implemented a Mandatory Cart Containment Plan and Cart Retrieval Plan as described in this Chapter as of January 1, 2014, shall have until January 1, 2016, to implement said plan.

11.67.040 Responsibility of owner.

Owners of every retail establishment that offers the use of shopping carts by its customers shall develop, implement, and comply with the provisions set forth in this Chapter and a written plan approved by the Director of Community Development to prevent customers from removing shopping carts from the premises of such retail establishment without authorization of the owner ("Mandatory Cart Containment Plan"). Two (2) or more retail establishments located within the same multitenant complex or shopping center may collaborate and submit a single Mandatory Cart Containment Plan.

11.67.050 Mandatory cart containment plan.

Every owner who provides shopping carts for customers to use on the premises of any retail establishment shall develop, implement, and comply with the provisions of this Chapter and a written plan ("Cart Containment Plan") approved by the Director of Community Development to prevent the removal of shopping carts from the premises of such retail establishment without authorization of the owner. The Cart Containment Plan shall, at a minimum, include the following elements:

A. **Signs Affixed to Carts.** In accordance with the applicable provisions of the California Business and Professions Code, every shopping cart made available for use by customers shall have a sign permanently affixed to it that: (1) identifies the owner of the cart, retailer, or both; (2) notifies the public of the procedure to be utilized for authorized removal of the cart from the premises; (3) notifies the public that the unauthorized removal of the cart from the premises of the business, or the unauthorized possession of the cart, is a violation of state law; and (4) lists a valid telephone number and/or address for returning a cart that has been removed from the premises to the owner or retailer.

B. **Notice to Customers.** Written notice shall be provided to customers in English and Spanish that removal of shopping carts from the premises is prohibited by state law. Such notice may be provided in the form of fliers distributed on the premises, warnings printed on shopping bags, direct mail, website notices, or any other means demonstrated to be effective. In addition, conspicuous signs shall be placed and maintained on the premises near all

customer entrances and exits and within the parking area warning customers that removal of shopping carts from the premises is prohibited by state law.

C. Daily Cart Confinement. All shopping carts located on the premises of a retail establishment (other than an establishment open for business 24 hours per day) shall be collected at the end of each business day by employees of the retail establishment and stored in a secure manner within an approved cart corral or storage area on the premises as designated in the Cart Containment Plan until the commencement of the next business day. All shopping carts located on the premises of any retail establishment open for business 24 hours per day, other than carts in use by a customer or patron, shall be collected by employees of the retail establishment and returned to an approved cart corral or storage area on the premises as designated in the Cart Containment Plan at least once per calendar day between the hours of 9:00 p.m. and 12:00 a.m. on each day the retail establishment is open for business. The provisions of this Subsection shall not apply to any shopping carts located within an enclosed building.

D. Physical Measures. Specific physical measures shall be implemented and maintained at all times by the owner to prevent, deter, or impede the removal of shopping carts from the premises. Such physical measures shall be specifically identified in the Cart Containment Plan and may include one or more of the following:

1. Disabling devices on the wheels of all carts, which are activated when the cart crosses an electronic barrier at the perimeter of the premises.

2. Physical barriers located at doors, around loading areas, or other defined perimeters that prevent the passage of carts beyond the barriers. The barrier may also be placed on the carts themselves so that the carts cannot pass through door openings or other defined perimeters.

3. Maintaining one or more security guards assigned the responsibility of preventing customers from removing shopping carts from the premises.

E. Employee Training. The owner of the retail establishment shall implement and maintain a periodic training program for its new and existing employees designed to educate employees concerning the requirements of this Chapter and the provisions of state law prohibiting the unauthorized removal of shopping carts from the premises of the retail establishment.

11.67.060 Mandatory cart retrieval plan.

Every owner who provides shopping carts for customers to use on the premises of any retail establishment shall develop, implement, and comply with the provisions of this Chapter and a written plan ("Cart Retrieval Plan") approved by the Director of Community Development for the retrieval of lost, stolen, or abandoned shopping carts that have been removed from the premises of the retail establishment. The Cart Retrieval Plan shall include the following elements:

A. Retrieval Personnel. The owner shall provide personnel for purposes of retrieval of lost, stolen, or abandoned shopping carts. Such personnel may be either employees of the retail establishment or one or more independent contractors hired by the owner to provide shopping cart retrieval services, or a combination of both. The Cart Retrieval Plan shall either: (1) identify the number of employees who will be assigned such cart retrieval duties and provide the number of total hours per week that each assigned employee will perform such services (in addition to any on-premises retrieval duties to which such employee may be assigned); or (2) include a copy of each

contract with a cart retrieval service (excluding confidential financial information which may be redacted or obscured from the contract). The owner shall provide written authorization of the right to retrieve the owner's shopping carts to all retrieval personnel, whether they are employees of the retail establishment or an independent contractor. Such authorization shall be carried by every such person while performing cart retrieval services off-site on behalf of the owner of the retail establishment and shall be presented to any enforcement personnel upon request.

B. Prompt Retrieval of Carts. Retrieval personnel or services shall assure that all identified public streets, bus stops, and other public places are patrolled and each lost, stolen, or abandoned shopping cart owned or provided by the retail establishment that is found as a result of such patrols is immediately retrieved and removed from any public or private property, where accessible, upon which the cart is found. At the discretion of the Director of Community Development, the Cart Retrieval Plan shall: (1) identify the perimeter streets, bus stops, and public places to be patrolled as required by this Subsection; (2) the manner, frequency, and times of such patrols; and (3) such other information as reasonably required by the City to ensure that the owner is devoting sufficient resources to cart retrieval operations to comply with the provisions of this Section and the approved Cart Retrieval Plan.

11.67.070 Plan submission and approval.

A. New or Relocated Retail Establishments. Every new retail establishment and any existing retail establishment relocating to a different location within the City shall submit Cart Containment and Cart Retrieval Plans, pursuant to Sections 11.67.050 and 11.67.060 herein, to the Director of Community Development and obtain approval of said plans from the City prior to providing any shopping carts for use by customers of the retail establishment. Each proposed plan shall be accompanied by an application fee in an amount set forth by Resolution of the City Council. No proposed plan(s) shall be accepted for filing and processing by the Director of Community Development unless accompanied by the adopted application fee.

B. Existing Retail Establishments. Each existing retail establishment providing shopping carts for use by its customers shall submit Cart Containment and Cart Retrieval Plans, pursuant to Sections 11.67.050 and 11.67.060 herein, to the Director of Community Development no later than September 30, 2015. No such retail establishment existing on March 31, 2014, shall provide or continue to provide shopping carts for use by its customers commencing on January 1, 2016, without approved plans conforming to the requirements set forth in Sections 11.67.050 and 11.67.060 herein, provided, however, said deadline shall be extended for the period, if any, during which a plan is pending, or where an appeal of the denial of such plan is pending pursuant to the provisions of this Chapter. Each proposed plan shall be accompanied by an application fee in an amount set forth by resolution of the City Council. No proposed plan(s) shall be accepted for filing and processing by the Director of Community Development unless accompanied by the adopted application fee.

C. Plan Review and Approval. Upon the filing of any proposed plan pursuant to Sections 11.67.050 and 11.67.060 herein, the Director of Community Development shall review the proposed plan for compliance with the guidelines set forth in this Chapter. The Director shall approve or deny the proposed plan within 30 calendar days following receipt thereof. If the proposed

plans comply with each of the applicable requirements of this Chapter, the Director shall approve the plan; otherwise, the plan shall be denied. If the proposed plan is denied, the notice of decision provided to the owner shall state the grounds upon which the proposed plan was denied. The decision of the Director may be appealed pursuant to Subsection E of this Section.

D. Amendments by Owner. The owner of any retail establishment that has an approved plan conforming to the requirements of this Chapter may, at any time, submit a proposed amendment to the approved plan to the Director of Community Development. Such amendment shall be processed in accordance with the procedure for a proposed plan as set forth in Subsection C of this Section.

E. Appeals. Pursuant to the timeframes and procedures set forth in Section 1.08.010 of the Montclair Municipal Code, any owner aggrieved by a decision of the Director of Community Development pursuant to this Chapter may appeal such decision to the City Manager. No appeal shall be accepted for filing and processing unless accompanied by the appeal fee set forth by Resolution of the City Council.

11.67.080 Cart corrals and storage areas.

A. Every new retail establishment commencing business on or after April 1, 2014, and providing shopping carts for use by its customers that can be transported outside the retail establishment's building shall provide/construct cart corrals and/or cart storage areas on the premises in which the retail establishment is located in a number and design satisfactory to the Director of Community Development and meeting the following minimum criteria:

1. For retail establishments providing 30 or fewer shopping carts for use by its customers, the owner shall provide a minimum of two (2) portable cart corral(s) within the parking area. Said corrals shall be secured to the pavement for stability and to avoid obstruction of parking stalls.

2. For retail establishments providing more than 30 shopping carts for use by its customers, the owner shall construct permanent cart corrals and/or storage areas within the parking area and adjacent to the building utilizing materials complementary to the main building. Parking area cart corrals shall be enclosed on each side by a decorative masonry base between 12 and 18 inches in height, topped with a decorative iron or tubular steel fence providing an overall corral height (masonry plus fencing) of 42 inches.

B. Every existing retail establishment providing shopping carts for use by its customers that undergoes an expansion resulting in an increase in gross floor area of 25 percent or more shall be required to provide/construct cart corrals and/or cart storage areas on the premises in which the retail establishment is located in a number and design consistent with the guidelines set forth in this Section.

11.67.090 Authority to impound, store, sell, or dispose of abandoned shopping carts.

A. The City may retrieve and impound any shopping cart left on public or private property, other than that of the retail establishment providing the shopping carts, where the shopping cart does not have affixed to it the identification signs required by Section 11.67.050 herein. The City shall deem discarded any shopping cart that lacks said identification sign and may retrieve and immediately dispose of any such shopping cart.

B. For any shopping cart left on public or private property other than that of the retail establishment providing the shopping carts, which does have affixed to it the identification signs required by Section 11.67.050 herein, the City shall provide notice to the owner of the shopping cart as required by Section 22435.7 of the California Business and Professions Code and may impound, store, sell, or otherwise dispose of an impounded shopping cart pursuant to the procedures set forth in said Section of the California Business and Professions Code.

11.67.100 Penalties.

Any person or entity violating the provisions of this Chapter shall be deemed guilty of a violation pursuant to Chapter 1.12 of the Montclair Municipal Code.

SECTION II. 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 III. Effective Date.

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

SECTION IV. Posting.

The Deputy 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

I, Yvonne L. Smith, Deputy City Clerk of the City of Montclair, DO HEREBY CERTIFY that the foregoing is a true and correct copy of Ordinance No. 14-943 of said City, which was introduced at a regular meeting of the City Council held on the XX day of XX, 2014, and finally passed not less than five (5) days thereafter on the XX day of XX, 2014, by the following vote, to-wit:

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

Yvonne L. Smith
Deputy City Clerk

AGENDA REPORT

SUBJECT: CONSIDER SETTING A PUBLIC HEARING TO CONSIDER ORDINANCE NO. 14-944 ADDING CHAPTER 11.37 TO THE MONTCLAIR MUNICIPAL CODE RELATED TO EMERGENCY SHELTERS AND SINGLE-ROOM OCCUPANCY LODGING FACILITIES

DATE: August 4, 2014
SECTION: ADMIN. REPORTS
ITEM NO.: 1
FILE I.D.: GPL250
DEPT.: COMMUNITY DEV.

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

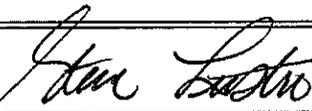
BACKGROUND: On February 3, 2014, the City Council adopted Resolution No. 14-3018 approving a General Plan Amendment adopting the 2014-2021 Housing Element Update. The "Policy Program" chapter of the adopted Housing Element sets forth 25 Policy Actions that are required to be undertaken by the City to successfully implement the adopted Housing Element. The Policy Actions being addressed by this agenda item include the following:

Policy Action 2.2 requires staff to "Identify zoning districts available to encourage and facility a variety of housing types, including single-room occupancy units (SROs)...The City shall revise the Zoning Code to define SROs, identify the zones in which they are permitted and establish regulatory standards that encourage and facilitate single-room occupancy units," and

Policy Action 4.1 states, in part, that "...the City will analyze and revise the existing Zoning Ordinance to allow for emergency shelters..." and "...will comply with the requirements of the State in the following manner.

- o Provide at least one zoning category...in which emergency shelters can be located and permitted 'by-right' without a CUP or other discretionary approvals. The subject zoning caterory(ies) shall include sites with sufficient capacity to meet the local need for emergency shelters.
- o Ensure the provisions of the Housing Accountability Act are enforced and prohibit the denial of emergency shelter/transition/supportive housing facility via discretionary approvals if it is consistent with adopted regulatory standards.
- o Evaluate development standard and regulatory provisions to ensure that standards encourage rather than discourage development."

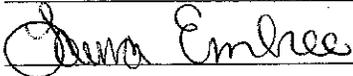
Prepared by:



Reviewed and Approved by:



Proofed by:



Presented by:



Staff notes that this is one of several General Plan and/or Municipal Code amendments related to implementation of the Policy Actions contained in the adopted Housing Element that are intended to be submitted to the Planning Commission and City Council for consideration. The Planning Commission is scheduled to consider this item at its regular meeting on August 11, 2014.

Further, in order to be in full compliance with the state's certification of the City's Housing Element and pursuant to Government Code Section 65583(a)(4)(A), the City is required to take action on Policy Action 4.1 as described above within one year of the adoption of the Housing Element.

FISCAL IMPACT: The cost to publish a Notice of Public Hearing in the *Inland Valley Daily Bulletin* related to Ordinance No. 14-944 should not exceed \$400.

RECOMMENDATION: Staff recommends the City Council set a public hearing for Monday, August 18, 2014, at 7:00 p.m. in the Council Chambers to consider Ordinance No. 14-944 adding Chapter 11.37 to the Montclair Municipal Code related to emergency shelters and single-room occupancy lodging facilities.

ORDINANCE NO. 14-944

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MONTCLAIR ADDING CHAPTER 11.37 TO THE MONTCLAIR MUNICIPAL CODE RELATED TO EMERGENCY SHELTERS AND SINGLE-ROOM OCCUPANCY LODGING FACILITIES (CASE NO. 2014-18)

WHEREAS, the Housing Element is one of seven statutorily-required elements of the General Plan; and

WHEREAS, the California Government Code requires cities to review and update their Housing Element according to a schedule set forth by the State's Housing and Community Development Department (HCD); and

WHEREAS, the City, through its consultant, RBF Consulting, prepared the 2014-2021 Housing Element as an update to its previously adopted Housing Element in compliance with State law; and

WHEREAS, in January 2014, HCD provided the City with a letter of substantial compliance indicating that upon adoption by the City Council, the Housing Element would fully comply with State law; and

WHEREAS, on February 3, 2014, the City Council adopted Resolution No. 14-3018 approving a General Plan Amendment adopting the 2014-2021 Housing Element Update; and

WHEREAS, the "Policy Program" chapter of the adopted Housing Element sets forth 25 Policy Actions that are required to be undertaken by the City to successfully implement the adopted Housing Element; and

WHEREAS, Policy Action 2.2 requires staff to "identify zoning districts available to encourage and facilitate a variety of housing types, including single-room occupancy units (SROs)...The City shall revise the Zoning Code to define SROs, identify the zones in which they are permitted, and establish regulatory standards that encourage and facilitate single-room occupancy units"; and

WHEREAS, Policy Action 4.1 states, in part, that "...the City will analyze and revise the existing Zoning Ordinance to allow for emergency shelters..." and "...will comply with the requirements of the State in the following manner:

- o Provide at least one zoning category...in which emergency shelters can be located and permitted 'by-right' without a CUP or other discretionary approvals. The subject zoning category(ies) shall include sites with sufficient capacity to meet the local need for emergency shelters.
- o Ensure the provisions of the Housing Accountability Act are enforced and prohibit the denial of emergency shelter/transitional/supportive housing facility via discretionary approvals if it is consistent with adopted regulatory standards.

- o Evaluate development standards and regulatory provisions to ensure that standards encourage rather than discourage development."

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF MONTCLAIR DOES HEREBY ORDAIN AS FOLLOWS:

SECTION I. Amendment of Code.

Chapter 11.37 is hereby added to the Montclair Municipal Code as follows:

**Chapter 11.37
EMERGENCY SHELTERS AND SINGLE-ROOM OCCUPANCY
LODGING FACILITIES**

Sections:

- 11.37.010 Purpose and intent.**
- 11.37.020 Definitions.**
- 11.37.030 Emergency shelters.**
- 11.37.040 Single-room occupancy lodging facilities.**

11.37.010 Purpose and intent.

The purpose of this Chapter is to identify locations where emergency shelters and single-room occupancy lodging facilities ("SROs") may locate in the City and to provide development standards to facilitate their development. The City Council finds that these types of supportive housing units are different in so many respects from other types and forms of development as to require a specialized set of regulations.

11.37.020 Definitions.

As used in this Chapter:

Emergency shelter shall have the same meaning as that term defined in California Health and Safety Code Section 50801, which currently is defined to mean housing with minimal supportive services for homeless persons that is limited to occupancy of six months or less by a homeless person. No individual or household may be denied emergency shelter because of an inability to pay.

Single-room occupancy (SRO) lodging facilities means any building containing five or more guestrooms or units intended for or designed to be used, rented, and occupied for sleeping purposes by residents, which is also the primary residence of those residents. The individual units shall lack either cooking facilities or individual sanitary facilities or both. For purposes of this definition, an SRO does not include residential care homes, senior housing projects, rooming and boarding houses, hotels and motels, bed and breakfast lodging, extended care facilities or hospitals.

11.37.030 Emergency shelters.

A. Permitted locations. Emergency shelters shall be permitted "by-right" in the "BP" (Business Park) land use district of the Holt Boulevard Specific Plan.

B. Development standards. The development standards for emergency shelters shall be governed by those outlined in Chapter IV ("Development Regulations") for the "BP" (Business Park) land use district of the Holt Boulevard Specific Plan, except that the following specific standards shall apply to emergency shelters:

1. The maximum number of persons that may be served by an emergency shelter on a nightly basis shall be 20. Community sanitary facilities shall be provided in a location, design, and capacity to the satisfaction of the Building Official.

2. Room sizes. Living spaces intended to be occupied by persons needing shelter shall be between 150 and 300 square feet in area, exclusive of closets or storage areas.

3. Access. Each living space or room within the emergency shelter shall be accessed exclusively from the interior of the building. No direct access to the exterior of the building shall be permitted from any private living space.

3. Resident intake/waiting areas. Emergency shelters shall provide a client intake area of at least 150 square feet in area and located entirely within the interior of the building.

4. Parking. Emergency shelters shall provide a minimum of one parking space per bed provided.

5. Lighting. The exterior illumination level around the building perimeter and in the parking lot shall be maintained at a minimum of one foot-candle at grade during all hours of darkness.

6. Open space/recreation area. If an emergency shelter desires to provide an area for rest, relaxation, or recreation on the exterior of the building, it shall be located outside of any front yard or street side yard setback and shall be fenced at a height of six feet (6'-0") and in a manner to provide a solid screen as viewed from any adjacent public right-of-way or adjacent property. The preferred access to such an area is directly from the interior of the building in order to provide a safe, secure area for residents of the emergency shelter.

C. Operational standards.

1. Emergency shelters shall provide on-site management on a 24-hour per day basis at all times when a shelter is open for business.

2. A minimum of one uniformed, licensed and bonded security guard shall be provided on-site from dusk until dawn each day when the shelter is open for business. Security guards shall comply with Section 7580 *et. seq.* of the California Business and Professions Code.

3. The maximum stay at an emergency shelter for an individual, couple or family shall be 90 consecutive days.

11.37.040 Single-room occupancy lodging facilities.

A. Permitted locations. Single-room occupancy ("SRO") lodging facilities shall be permitted in the "BP" (Business Park) land use district of the Holt Boulevard Specific Plan, subject to approval of a Conditional Use Permit by the Planning Commission.

B. Development standards. The development standards for SROs shall be governed by those outlined in Chapter IV ("Development Regulations") for the "BP" (Business Park) land use district of the Holt Boulevard Specific Plan, except that the following specific standards shall apply to SROs:

1. Number of units. An SRO lodging facility shall have a minimum of five (5) units and a maximum of 30 units.

2. A maximum of two (2) persons may occupy any single SRO unit.

3. Unit sizes. The living space of each SRO unit shall be between 150 and 300 square feet in area, exclusive of closets or storage areas.

4. Kitchens and bathrooms. Either a kitchen or bathroom may be provided in an SRO unit, but no individual unit shall contain both.

5. Community cooking and/or sanitary facilities shall be provided in a location, design, and capacity to the satisfaction of the Building Official.

6. Access. Each unit within the SRO shall be accessed exclusively from the interior of the building. No direct access to the exterior of the building shall be permitted from any SRO unit.

7. Resident intake/waiting areas. Emergency shelters shall provide a client intake area of at least 150 square feet in area and located entirely within the interior of the building.

8. Common areas. A minimum of 50 square feet per unit of indoor common areas shall be provided for the use of SRO residents, except that any SRO lodging facility shall provide a minimum of 400 square feet of indoor common area. The required square footage shall be exclusive of storage rooms, closets, laundry areas, common kitchens, dining areas, and sanitary facilities, and hallways. If outdoor common areas are provided, the square footage of such areas shall not be counted as a credit toward the required indoor common areas.

9. Laundry facilities. Community laundry facilities consisting of at least one washer and one dryer shall be required for every ten (10) SRO units or fraction thereof. If the SRO facility is multiple stories, washers and dryers shall be provided on each floor based on the number of SRO units on that floor at the ratio stated herein.

10. Parking. SRO facilities shall provide a minimum of one parking space per unit.

11. Lighting. The exterior illumination level around the building perimeter and in the parking lot shall be maintained at a minimum of one foot-candle at grade during all hours of darkness.

12. Open space/recreation area. If an SRO lodging facility desires to provide an area for rest, relaxation, or recreation on the exterior of the building, it shall be located outside of any front yard or street side yard setback and shall be fenced at a height of six feet (6'-0") and in a manner to provide a solid screen as viewed from any adjacent public right-of-way or adjacent property. The preferred access to such an area is directly from the interior of the building in order to provide a safe, secure area for residents of the SRO facility.

C. Operational standards.

1. SRO lodging facilities shall provide on-site management on a 24-hour per day basis at all times when the facility is open for business.

2. A minimum of one uniformed, licensed and bonded security guard shall be provided on-site from dusk until dawn each day when the shelter is open for business. Security guards shall comply with Section 7580 *et. seq.* of the California Business and Professions Code.

3. Affordability requirements. The owner/operator of an SRO lodging facility shall execute a deed restriction to the satisfaction of the City Attorney

ensuring the facility complies with Section 65580 *et. seq.* of the California Government Code regarding affordability.

SECTION II. 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 III. Effective Date.

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

SECTION IV. 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

I, Yvonne L. Smith, Deputy City Clerk of the City of Montclair, DO HEREBY CERTIFY that the foregoing is a true and correct copy of Ordinance No. 14-944 of said City, which was introduced at a regular meeting of the City Council held on the XX day of XX, 2014, and finally passed not less than five (5) days thereafter on the XX day of XX, 2014, by the following vote, to-wit: :

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

Yvonne L. Smith
Deputy City Clerk

AGENDA REPORT

SUBJECT: CONSIDER SETTING A PUBLIC HEARING TO CONSIDER ORDINANCE NO. 14-945 AMENDING CHAPTERS 11.02 AND 11.18 OF THE MONTCLAIR MUNICIPAL CODE RELATED TO MANUFACTURED HOUSING	DATE: August 4, 2014
	SECTION: ADMIN. REPORTS
	ITEM NO.: 2
	FILE I.D.: GPL250
	DEPT.: COMMUNITY DEV.

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

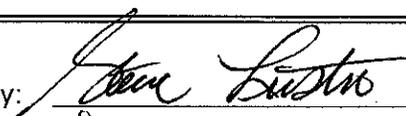
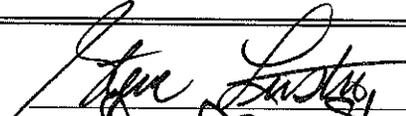
BACKGROUND: On February 3, 2014, the City Council adopted Resolution No. 14-3018 approving a General Plan Amendment adopting the 2014-2021 Housing Element Update. The "Policy Program" chapter of the adopted Housing Element sets forth 25 Policy Actions that are required to be undertaken by the City to successfully implement the adopted Housing Element. The Policy Action being addressed by this agenda item includes the following:

Policy Action 3.12 requires the City to "...amend the Zoning Ordinance to permit manufactured homes as a single-family residential use, subject to the same development standards to which a conventional single-family residential dwelling on the same lot would be subject to including, but not limited to, building setback standards; side- and rear-yard requirements; standards for enclosures, access, and vehicle parking; aesthetic requirements, and minimum square footage requirements."

Staff notes that this is one of several General Plan and/or Municipal Code amendments related to implementation of the Policy Actions contained in the adopted Housing Element that are intended to be submitted to the Planning Commission and City Council for consideration. The Planning Commission is scheduled to consider this item at its regular meeting on August 11, 2014.

FISCAL IMPACT: The cost to publish a Notice of Public Hearing in the *Inland Valley Daily Bulletin* related to Ordinance No. 13-945 should not exceed \$400.

RECOMMENDATION: Staff recommends the City Council set a public hearing for Monday, August 18, 2014, at 7:00 p.m. in the Council Chambers to consider adoption of Ordinance No. 14-945 amending Chapters 11.02 and 11.18 of the Montclair Municipal Code related to manufactured housing.

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

ORDINANCE NO. 14-945

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MONTCLAIR AMENDING CHAPTERS 11.02 AND 11.18 OF THE MONTCLAIR MUNICIPAL CODE RELATED TO MANUFACTURED HOUSING (CASE NO. 2014-19)

WHEREAS, the Housing Element is one of seven statutorily-required elements of the General Plan; and

WHEREAS, the California Government Code requires cities to review and update their Housing Element according to a schedule set forth by the State's Housing and Community Development Department (HCD); and

WHEREAS, the City, through its consultant, RBF Consulting, prepared the 2014-2021 Housing Element, as an update to its previously adopted Housing Element in compliance with State law; and

WHEREAS, in January 2014, HCD provided the City with a letter of substantial compliance indicating that upon adoption by the City Council, the Housing Element would fully comply with State law; and

WHEREAS, on February 3, 2014, the City Council adopted Resolution No. 14-3018 approving a General Plan Amendment adopting the 2014-2021 Housing Element Update; and

WHEREAS, the "Policy Program" chapter of the adopted Housing Element sets forth 25 Policy Actions that are required to be undertaken by the City to successfully implement the adopted Housing Element; and

WHEREAS, Policy Action 3.12 requires the City to "...amend the Zoning Ordinance to permit manufactured homes as a single-family residential use, subject to the same development standards to which a conventional single-family residential dwelling on the same lot would be subject including, but not limited to, building setback standards; side and rear yard requirements; standards for enclosures, access, and vehicle parking; aesthetic requirements; and minimum square footage requirements."

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF MONTCLAIR DOES HEREBY ORDAIN AS FOLLOWS:

SECTION I. Amendment of Code.

Section 11.02.010 of the Montclair Municipal Code is hereby amended as follows:

The definition of "Factory-built housing unit" is hereby deleted in its entirety.

The definition of "Manufactured housing unit" is hereby deleted in its entirety and replaced as follows:

Manufactured home means a dwelling unit constructed wholly or partially off-site that is certified under the National Manufactured Housing Construction and Safety Standards Act of 1974 and pursuant to Section 18551 of the California Health and Safety Code.

SECTION II. Amendment of Code.

Subsection 11.18.030.J of the Montclair Municipal Code is hereby deleted in its entirety and replaced as follows:

J. Manufactured homes, provided that they shall be designed and built to have an appearance, scale and character similar to and in conformance with the predominant architectural style of homes in the immediate neighborhood and consistent with the provisions of this Chapter applicable to conventionally-built single-family residences including, but not limited to:

1. Massing;
2. Foundations;
3. Roof pitch and roofing materials;
4. Fire sprinkler requirements;
5. Building materials; and
6. Window and architectural treatments.

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

I, Yvonne L. Smith, Deputy City Clerk of the City of Montclair, DO HEREBY CERTIFY that the foregoing is a true and correct copy of Ordinance No. 14-945 of said City, which was introduced at a regular meeting of the City Council held on the XX day of XX, 2014, and finally passed not less than five (5) days thereafter on the XX day of XX, 2014, by the following vote, to-wit:

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

Yvonne L. Smith
Deputy City Clerk

AGENDA REPORT

SUBJECT: CONSIDER AUTHORIZATION TO PURCHASE ONE 2014 ALTEC AT200A TELESCOPING AERIAL FORD F-450 PICKUP TRUCK	DATE: August 4, 2014
	SECTION: ADMIN REPORTS
	ITEM NO.: 3
	FILE I.D.: VEH450
	DEPT.: PUBLIC WORKS

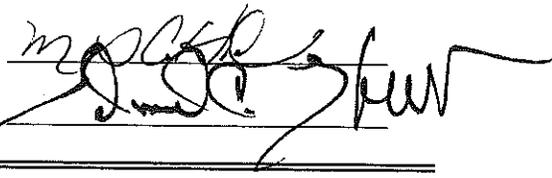
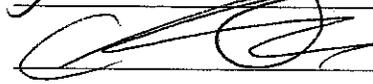
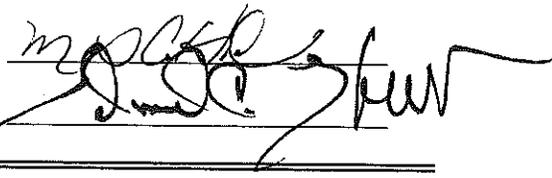
REASON FOR CONSIDERATION: Expenditures in excess of \$20,000 require City Council authorization.

BACKGROUND: The Fiscal Year 2014-15 Public Works Department Budget includes an appropriation for purchase of a replacement Utility Sign Shop pickup truck to be assigned to the Signing and Painting Division as a replacement for the Signing and Painting Division's Unit No. 206. Staff requested and received bid quotations from the following three Specialty Equipment dealerships for this type of truck:

<i>Vendor</i>	<i>Cost</i>
Altec industrial	\$ 74,904.62
Global Rental Co.	\$ 82,335.00
Terex Utilities	\$106,085.00

FISCAL IMPACT: The cost to purchase one 2014 Altec AT200A Telescoping Aerial Ford F-450 pickup truck from Altec Industries is \$74,904.62. There will be an additional cost for additional safety lighting and storage boxes that will be installed after the vehicle is purchased. The total cost of the vehicle and safety lighting would be under the \$78,000 approved in the Budget.

RECOMMENDATION: Staff recommends the City Council authorize staff to purchase one 2014 Altec AT200A Telescoping Aerial Ford F-450 pickup truck.

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

AGENDA REPORT

SUBJECT: CONSIDER AUTHORIZATION OF A \$6,879.05 APPROPRIATION FROM THE PUBLIC SAFETY GRANT FUND TO PURCHASE FOUR LAPTOP COMPUTERS FROM ADVANCED TECHNICAL SOLUTIONS	DATE: August 4, 2014
	SECTION: ADMIN. REPORTS
	ITEM NO.: 4
CONSIDER AUTHORIZATION TO RECEIVE \$6,879.05 FROM THE FY2013 STATE HOMELAND SECURITY GRANT PROGRAM TO REIMBURSE THE PUBLIC SAFETY GRANT FUND	FILE I.D.: GRT115
	DEPT.: FIRE

REASON FOR CONSIDERATION: The City Council is requested to consider authorizing a \$6,879.05 appropriation from the Public Safety Grant Fund to purchase four laptop computers from Advanced Technical Solutions and to authorize the Fire Department to receive \$6,879.05 from the FY2013 State Homeland Security Grant Program (SGSGP) to reimburse the Public Safety Grant Fund.

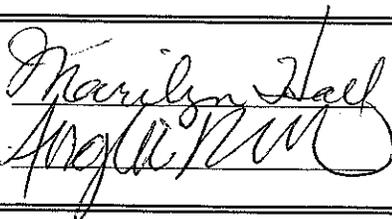
BACKGROUND: The FY2013 SHSGP is responsible for distributing nonmatching grant funds to local first responders to provide financial assistance to purchase equipment and supplies to improve emergency response capabilities. All eligible applicants are required to purchase equipment or supplies in advance and are entitled to 100 percent reimbursement through the grant program. The distribution of grant funds is coordinated by each Operational Area. The coordinating agency for the City of Montclair is the San Bernardino County Fire Protection District.

SHSGP funds are distributed to fire jurisdictions within San Bernardino County. Each jurisdiction is allocated a \$10,000 base with the remainder of the grant distributed on a per capita basis to each eligible jurisdiction. The total grant allocation for San Bernardino County for Fiscal Year 2013-14 is approximately \$402,409; the Montclair Fire Department's allocation is \$11,122. This allocation was secured through Agreement No.13-96 and will be used to purchase fire simulator software and the necessary computer hardware to run the software.

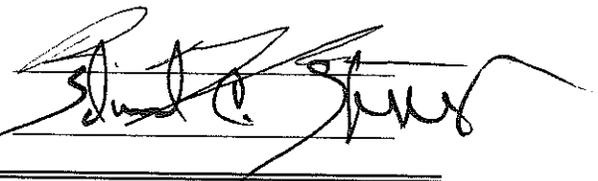
The Fire Department received approval at the June 2, 2014 regular joint meeting to purchase Fire Studio 5.0 Entry Level Training System software to simulate many types of incidents for training and credentialing purposes through joint training exercises. Laptop computers are required to utilize this software system.

On July 7, 2014, the City Council authorized a \$6,880.37 appropriation to purchase three laptop computers from Advanced Technical Solutions using Contingency funds. Staff realized in retrospect that the funding supports purchase of four rather than three laptops and that four laptops are needed to run the Fire Studio 5.0 Entry Level Training System for optimal performance.

Prepared by:



Reviewed and
Approved by:



Proofed by:

Presented by:

Bid quotations for four laptop computers were received from the following vendors:

<i>Vendor</i>	<i>Bid Amount</i>
Advanced Technical Solutions	\$6,879.05
PCM-G, Inc.	\$6,889.83
SIGMAnet	\$7,095.55

The Fire Department recommends the laptops be purchased from Advanced Technical Solutions as the lowest responsive bidder. Advanced Technical Solutions is registered with System for Award Management and has no active exclusion records that would disbar the company from receiving federal funds.

Should the City Council approve this item, it would replace the agenda item approved by the City Council at the July 7, 2014 regular joint meeting; and that item shall be considered void.

FISCAL IMPACT: The cost to purchase four laptop computers from Advanced Technical Solutions is \$6,879.05. Should the City Council approve this item, \$6,879.05 would be transferred from the Public Safety Grant Fund to Account No. 1163-4534-52690-400-1502 for purchase of the laptops. The City would be reimbursed this amount by the FY2013 SHSGP.

RECOMMENDATION: Staff recommends the City Council authorize the following actions related to purchase of four laptop computers from Advanced Technical Solutions:

1. A \$6,879.05 appropriation from the Public Safety Grant Fund.
2. The Fire Department to receive \$6,879.05 from the F2013 State Homeland Security Grant Program to reimburse the Public Safety Grant Fund.

CITY OF MONTCLAIR BID QUOTATION FORM

Department Fire Department **Date** 5/28/2014

Purchase Requisition No. _____

Item(s) Description: 17" Laptop Computers

Reason for Purchase: laptops will be used with the Fire Studio 5 Entry Level Training System
these items are being purchased with grant funds

Employee Obtaining Quotes Marilyn Hall

VENDORS CONTACTED

BID QUOTES*

(1) NAME	<u>Advanced Technical Solutions</u>		6,340.00
	ADDRESS	<u>5701 Lonetree Blvd., Suite 108E</u>	16.00
	PHONE NO.	<u>916-435-8181</u>	Subtotal
	COMMENTS	<u>stocked in California and would arrive in 2-3 days</u>	6,356.00
		NAME OF REP. <u>Daniel Parsons</u>	Tax
			523.05
		Shipping	0.00
		Labor	0.00
		Total	6,879.05
(2) NAME	<u>PCM-G, Inc.</u>		6,349.96
	ADDRESS	<u>14120 Newbrook Dr., Suite 100</u>	16.00
	PHONE NO.	<u>800-625-5468 xt. 55730</u>	Subtotal
	COMMENTS	<u></u>	6,365.96
		NAME OF REP. <u>Serena Chan</u>	Tax
			523.87
		Shipping	0.00
		Labor	0.00
		Total	6,889.83
(3) NAME	<u>SIGMAnet</u>		6,540.00
	ADDRESS	<u>4290 E Brickell</u>	16.00
	PHONE NO.	<u>909-230-7046</u>	Subtotal
	COMMENTS	<u>local vendor</u>	6,556.00
		NAME OF REP. <u>April Felkner</u>	Tax
			539.55
		Shipping	0.00
		Labor	0.00
		Total	7,095.55

*Quotations are to include tax and delivery charges

RECOMMENDED VENDOR AND JUSTIFICATION

As the lowest bidder, we are requesting to make the purchase of the laptops from Advanced Technical Services

MFD A-4



**Certified California Small Business
Number 1755556**

ATSQ4652

Advanced Technical Solutions, Inc.
5701 Lonetree Blvd
Suite 107/108E
t. (916) 435-8111 f. (916) 435-8203

EIN 90-0982274
Seller's Permit SR KH 102-403763

Date Jun 17, 2014

DUNS 009852093

Sold To	
City of Montclair John Nguyen 5111 Benito Street Montclair, CA	
Phone	(909)625-9409
Fax	

Ship To	
City of Montclair John Nguyen 5111 Benito Street Montclair, CA	
Phone	(909)625-9409
Fax	

FOB	Terms
Destination	Net 45

Qty	Part #	Description	Unit Price	Ext. Price
4	F2Q33UT#ABA	HP ZBook 17 17.3" LED Notebook - Intel - Core i7 i7-4700MQ 2.4GHz - Graphite SMART BUY ZBOOK 17 MOBILE WKSTN NB I7-4700MQ 2.4G 8GB 500GB 17.3IN 8 GB RAM - 500 GB HDD - DVD-Writer - NVIDIA, Intel Quadro K610M, HD 4600 - Windows 7 Professional 64-bit (English) - 1600 x 900 Display - Bluetooth - English Keyboard	\$1,585.00	\$6,340.00
4	EWRF15/35	Electronic Waste Recycling Fee 15/35"	\$4.00	\$16.00

Daniel Parsons
5701 Lonetree Blvd
Suite 108E
Rocklin, CA 95765
Phone: PH: 916-435-8181
Fax: FAX: 916-435-8203
Daniel.Parsons@adtecsol.com

SubTotal	\$6,356.00
Sales Tax	\$523.05
Shipping	\$0.00

Total	\$6,879.05
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Thank you for allowing Advanced Technical Solutions, Inc. to provide this quote. Please reference the quote number in the upper right hand corner on any purchase order resulting from this quote. This quote is valid for 30 days from the date of the quote.

SAM Search Results
List of records matching your search for :
Record Status: Active
DUNS Number: 009852093
Functional Area: Entity Management, Performance Information

ENTITY	Advanced Technical Solutions, Inc.	Status:Active
DUNS: 009852093	+4:	CAGE Code: 75Q41 DoDAAC:
Expiration Date: Jun 30, 2015	Has Active Exclusion?: No	Delinquent Federal Debt?: No
Address: 5701 Lonetree Blvd Ste 108E		
City: Rocklin	State/Province: CALIFORNIA	
ZIP Code: 95765-3792	Country: UNITED STATES	



PCM-G, Inc.
14120 Newbrook Drive Suite 100, Chantilly, VA 20151

Duns #: 12-936-5420
Tax ID #: 33-0964088

Popular PCM-G contracts:

DIR-SDD-1023 | TIPS 02103008 | CALSAVE 523606

Quotes are valid 15 days from quote date. Prices are subject to change without notice.

Contact: Serena Chan
Phone: (800) 625-5468 x55730
Fax: (310) 354-5730
E-mail: serena.chan@pcmg.com

CITY OF MONTCLAIR
ATTN: ACCOUNTS PAYABLE
5111 BENITO
MONTCLAIR, CA 91763
909-625-9477

Contact: JOHN NGUYEN
Ref.:
Quote: # S8666021
Date: 5/28/2014
Expires: 6/12/2014

Line	Qty	Manufacturer	Part No.	Product Description	Contract Number	Product Unit Price	Product Extended Price
1	4	HP CPU	10878012			\$	\$
2	4	MISC	760002	SBUY ZBOOK 17/I7-4700MQ/17.3/8GB/500GB CA EWASTE RECYCLING FEE 15 TO 34.99		1,587.49	\$ 6,349.96
			F2Q33UT#ABA CEDLVL2			4.00	\$ 16.00

Courier: UPS GROUND

Ship-to: CITY OF MONTCLAIR
5111 BENITO
MONTCLAIR, CA 91763

Software quotes are only valid in the month they are issued

Sub-total	\$ 6,365.96
Tax	\$ 523.87
Shipping	\$ -
Total	\$ 6,889.83

IMPORTANT P.O. INSTRUCTIONS



Please make P.O. out to PCM-G. We are not able to process PO's made out to any of the subsidiary companies such as MacMail, PCM, OnSale, WareForce or SARCOM). Include PART #'s, QUOTE #, SIGNATURE, and the terms NET 30. Please fax PO to fax number referenced above. SOFTWARE LICENSING: Include END-USER NAME, PHONE #, and E-MAIL ADDRESS in SHIP-TO field on P.O.

SAM Search Results
List of records matching your search for :
Record Status: Active
DUNS Number: 129365420
Functional Area: Entity Management, Performance Information

ENTITY PCMG, Inc.	Status:Active
DUNS: 129365420 +4:	CAGE Code: 3EU69 DoDAAC:
Expiration Date: Jun 5, 2015	Has Active Exclusion?: No Delinquent Federal Debt?: No
Address: 1940 E Mariposa Ave	
City: El Segundo	State/Province: CALIFORNIA
ZIP Code: 90245-3457	Country: UNITED STATES



Date: 4/23/2014

QUOTATION

Quote: 5163839

To:
 John Nguyen
 City of Montclair
 Montclair CA, 91763
 Tel: 909-625-9409 Fax:

From:
 April Felkner
 SIGMA net
 Ontario, CA 91761
 Tel: 909 230-7046

Comments:

Part Number	Manufacturer	Description	Qty	Unit Price	Amount
1 F2Q33UT#ABA	Hewlett-Packard	ZBOOK 17 WS I7/2.4 4C 17.3 8GB 500GB DVDR WLS CAM FPR BT W7P 64-W8P SBY	4	\$1,635.00	\$6,540.00

Minimize your Capital Expenditures. Ask about our Leasing Programs.
Tax rates are subject to change based on local rates.
Pricing is based on Net 30 Payment Terms and is subject to change if
Payment Terms are revised.
All Product Returns are Subject to Manufacturer Approval.

Sub Total : \$6,540.00
 Tax : ~~\$523.20~~
 Shipping : \$0.00
 CA E-Waste Recycling Fee : \$16.00

Total : \$7,079.20
 \$7,095.55

8.25/c
 \$537.5

Quotation is valid for 30 Days.
 Promotional pricing, price quoted net of rebate pricing & limited time pricing may expire prior to the 30 days from date of quote and maybe subject to change without notice. All prices are F.O.B. Ontario, California
 Please feel free to contact me if you have any further questions. Thank You.

SAM Search Results
List of records matching your search for :
Record Status: Active
DUNS Number: 624510525
Functional Area: Entity Management, Performance Information

ENTITY Sigmanet, Inc.	Status:Active
DUNS: 624510525 +4:	CAGE Code: 1TKJ7 DoDAAC:
Expiration Date: Oct 16, 2014	Has Active Exclusion?: No Delinquent Federal Debt?: No
Address: 4290 E Brickell St Ste B	
City: Ontario	State/Province: CALIFORNIA
ZIP Code: 91761-1569	Country: UNITED STATES

AGENDA REPORT

SUBJECT: CONSIDER APPROVAL OF WARRANT REGISTER AND PAYROLL DOCUMENTATION	DATE: August 4, 2014
	SECTION: ADMIN. REPORTS
	ITEM NO.: 5
	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 August 4, 2014 and Payroll Documentation dated June 15, 2014, and recommends their approval.

FISCAL IMPACT: The Warrant Register dated August 4, 2014, totals \$1,689,457.81. The Payroll Documentation dated June 15, 2014, totals \$619,841.68 gross, with \$426,155.02 net being the total cash disbursement.

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

Prepared by:

Thomas Smith

Reviewed and
Approved by:

[Signature]

Proofed by:

Andrew Smith

Presented by:

AGENDA REPORT

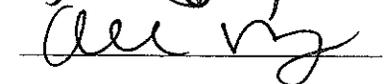
<p>SUBJECT: CONSIDER AWARD OF CONTRACT TO M. C. ALYEA CONSTRUCTION, INC., IN THE AMOUNT OF \$108,380</p> <p>CONSIDER APPROVAL OF AGREEMENT NO. 14-73 WITH M. C. ALYEA CONSTRUCTION, INC., FOR THE SUNRISE PARK BLOCK WALL REPLACEMENT PROJECT</p> <p>CONSIDER AUTHORIZATION OF A \$12,000 CONSTRUCTION CONTINGENCY</p>	<p>DATE: August 4, 2014</p> <p>SECTION: AGREEMENTS</p> <p>ITEM NO.: 1</p> <p>FILE I.D.: PRK600</p> <p>DEPT.: PUBLIC WORKS</p>
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REASON FOR CONSIDERATION: Awards of contracts and agreements with the City require City Council approval.

BACKGROUND: The City Council, at its meeting of March 3, 2014, authorized staff to advertise for bids for construction of the Sunrise Park Block Wall Replacement Project. Following the bid opening, staff recommended rejecting all bids because of problems with the low bidder's bid and the bids of remaining bidders being significantly higher than the City's estimate and budget. Staff further recommended re-advertising the project. The City Council authorized both actions at the June 16, 2014 regular joint meeting.

On Thursday, June 24, 2014, the Deputy City Clerk received and opened ten bid proposals for the Sunrise Park Block Wall Replacement Project. The bid results were as follows;

<i>Bidder</i>	<i>Bid Amount</i>
M. C. Alyea Construction, Inc.	\$108,380.00
Torga Electric	\$117,450.00
<i>Engineer's Estimate</i>	<i>\$130,000.00</i>
Victor Palos Development & Construction	\$136,900.00
IVL Contractors, Inc.	\$156,000.00
Aramexx Construction	\$175,275.00
Parsam Construction, Inc.	\$189,350.00
GMZ Engineering, Inc.	\$198,750.00
Visionary Construction and Consulting, Inc.	\$203,295.00
CLS Constructors	\$226,820.00
Vido Samarzich, Inc.,	\$236,750.00

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

Following the bid opening, the ten bid proposals were reviewed for completeness and accuracy. The bid proposal of the apparent low bidder, M. C. Alyea Construction, Inc., provided all the required documents and was deemed the lowest responsible, responsive bidder for the project.

References were checked for M. C. Alyea Construction, Inc. The contractor has performed several Public Works street improvement projects and is known to have the personnel, equipment, and job experience necessary to complete this contract in accordance with the plans and specifications.

Staff received one formal protest of the apparent low bid proposal, which came from the No. 2 bidder, Torga Electric. The protest was based on the fact that M. C. Alyea Construction, Inc., is not licensed to perform the electrical work nor did the contractor list a licensed sub-contractor to perform the work. Through further review of the bid proposal submitted by M. C. Alyea Construction, Inc., as well as follow-up documentation, it was determined that an employee of the company has the necessary C-10 license required to perform the electrical work.

FISCAL IMPACT: The project is funded entirely by Park Development funds.

RECOMMENDATION: Staff recommends the City Council take the following actions related to the Sunrise Park Block Wall Replacement Project:

1. Award a contract to M. C. Alyea construction, Inc., in the amount of \$108,380.
2. Approve Agreement No. 14-73 with M. C. Alyea Construction, Inc.
3. Authorize a \$12,000 construction contingency.

CITY OF MONTCLAIR
AGREEMENT FOR CONSULTANT SERVICES
SUNRISE PARK BLOCKWALL REPLACEMENT PROJECT

THIS AGREEMENT is made and effective as of August 11, 2014, between the City of Montclair, a municipal corporation ("City") and **M. C. Alyea Construction, Inc.**, a California a sole proprietor ("Consultant"). In consideration of the mutual covenants and conditions set forth herein, the parties agree as follows:

1. **TERM**

This Agreement shall commence on August 11, 2014 and shall remain and continue in effect for a period of six months until tasks described herein are completed, but in no event later than February 11, 2015, 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 6 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 **\$108,380.00** for the total term of the Agreement unless additional payment is approved as provided in this Agreement.

(b) Consultant shall not be compensated for any services rendered in connection with its performance of this Agreement which are in addition to those set forth herein, unless such additional services are authorized in advance and in writing by the City Manager. Consultant shall be compensated for any additional services in the amounts and in the manner as agreed to by City Manager and Consultant at the time City's written authorization is given to Consultant for the performance of said services. The City Manager may approve additional work not to exceed ten percent (10%) of the amount of the Agreement, but in no event shall total compensation exceed Ten Thousand Dollars (\$10,000.00). 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 6(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 ("Indemnified Parties") 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 and automobile policies shall contain or be endorsed to contain a provision including the Indemnified Parties 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. Additional Insured Endorsements shall not:

- (1) Exclude "Contractual Liability"
- (2) Restrict coverage to the "Sole" liability of Consultant
- (3) Exclude "Third-Party-Over Actions"
- (4) Contain any other exclusion contrary to the Contract

(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 Indemnified Parties.

(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
City Engineer
City of Montclair
5111 Benito
Montclair, CA 91763

To Consultant: M. C. Alyea Construction, Inc.
Attn: Mark Alyea
5161 Hedrick
Riverside, California 92505

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 **M. C. Alyea Construction, Inc.**, (responsible employee) shall perform the services described in this Agreement.

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

18. LICENSES

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

19. GOVERNING LAW

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

20. ENTIRE AGREEMENT

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

21. CONTENTS OF REQUEST FOR PROPOSALS

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

22. CONFIDENTIALITY

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

23. DISCRIMINATION

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

24. EFFECT OF PARTIAL INVALIDITY

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

25. AUTHORITY TO EXECUTE THIS AGREEMENT

The person or persons executing this Agreement on behalf of Consultant warrants and represents that he/she has the authority to execute this Agreement on

behalf of the Consultant and has the authority to bind Consultant to the performance of its obligations hereunder.

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

CITY:

CONSULTANT:

CITY OF MONTCLAIR

M. C. ALYEA CONSTRUCTION, INC.

Paul M. Eaton
Mayor

By: _____
Mark Alyea

ATTEST:

Title

Yvonne L. Smith
Deputy City Clerk

By: _____
Name

Title

APPROVED AS TO FORM:

Diane E. Robbins
City Attorney

AGENDA REPORT

SUBJECT: CONSIDER ADOPTION OF RESOLUTION NO. 14-3044 AUTHORIZING PLACEMENT OF ASSESSMENTS ON CERTAIN PROPERTIES FOR DELINQUENT SEWER AND TRASH ACCOUNTS	DATE: August 4, 2014
	SECTION: RESOLUTIONS
	ITEM NO.: 1
	FILE I.D.: STB300-17
	DEPT.: ADMIN. SVCS.

REASON FOR CONSIDERATION: There are 621 outstanding liens on properties for collection of delinquent civil debts owed to the City for sewer and trash service. Placement of assessments on these properties would assist in more timely collection of these delinquent accounts.

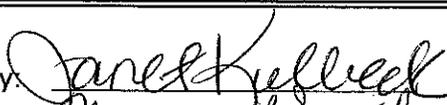
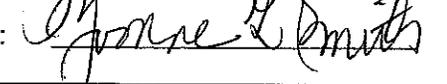
BACKGROUND: The City Council authorized the placement of 697 liens on properties for delinquent sewer and trash charges on the following dates:

<i>Date</i>	<i>Number of Liens</i>
October 7, 2013	89
November 7, 2013	112
February 6, 2014	128
March 6, 2014	127
June 5, 2014	107
July 10, 2014	<u>134</u>
TOTAL	<u>697</u>

Of these 697 properties, liens have been cleared from 76 of them.

It is recommended that assessments, which are collected with the property tax, be placed on the remaining 621 properties. Doing so would result in more timely collection of the delinquencies than the lien process, which generates payment only upon sale or refinance of the property.

In addition to the regular bimonthly billings, we have sent bimonthly letters to these property owners advising them of their delinquencies. They received two notifications when the liens were placed and were again notified on July 24, 2014, that the action proposed this evening would be considered by the City Council.

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

FISCAL IMPACT: Recoverable amount is \$238,137.53.

RECOMMENDATION: Staff recommends the City Council adopt Resolution No. 14-3044 authorizing placement of assessments on certain properties for delinquent sewer and trash charges as listed on Exhibit A of said Resolution.

RESOLUTION NO. 14-3044

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MONTCLAIR AUTHORIZING PLACEMENT OF ASSESSMENTS ON CERTAIN PROPERTIES FOR DELINQUENT SEWER AND TRASH ACCOUNTS

WHEREAS, Chapter 1.12 of the Montclair Municipal Code authorizes various methods by which delinquent civil debts may be collected including, but not limited to, the placement of assessments on the properties on which the debts were generated; and

WHEREAS, City Council has recently placed property liens on 697 properties on which there are delinquent civil debts for unpaid sewer and trash charges; and

WHEREAS, the lien amount was paid on 78 of these accounts; and

WHEREAS, it is appropriate to also place assessments on these 619 properties as identified on Exhibit A of this Resolution to further encourage the payment of these charges owed to the City; and

WHEREAS, the owners of these properties have received notification of proposed actions against their properties including the date and time when such action would be considered by the City Council.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Montclair does hereby approve the placement of assessments on the properties and in the amounts specified in Exhibit A, entitled "August 2014 - Property Assessments."

BE IT FURTHER RESOLVED that the Deputy City Clerk is authorized to provide the San Bernardino County Assessor's Office with the documents required to cause such assessments to be placed.

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. 14-3044 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 to Resolution No. 14-3044
August 2014 - Property Assessments**

Street No.	Street	Type	Lien No. 1	Lien No. 2	Lien No. 3	Total Assessment Amount
4237	3rd Street	Residential	\$ 373.65			\$ 373.65
11171	Ada Avenue	Residential	\$ 360.19			360.19
11225	Ada Avenue	Residential	\$ 386.36			386.36
11246	Ada Avenue	Residential	\$ 367.07			367.07
10483	Adobe Court	Residential	\$ 476.84			476.84
5356	Alamitos Street	Residential	\$ 270.78	\$ 279.02	\$ 281.37	831.17
5366	Alamitos Street	Senior	\$ 272.81	\$ 281.05	\$ 283.11	836.97
4575	Allesandro Street	Residential	\$ 429.41	\$ 297.91		727.32
4667	Allesandro Street	Residential	\$ 270.89	\$ 279.04	\$ 281.37	831.30
9910	Amherst Avenue	Residential	\$ 445.85	\$ 299.73		745.58
10040	Amherst Avenue	Residential	\$ 280.05			280.05
10197	Amherst Avenue	Senior	\$ 454.06	\$ 277.89		731.95
10360	Amherst Avenue	Multifamily	\$ 684.20	\$ 702.68	\$ 711.09	2,097.97
10411	Amherst Avenue	Multifamily	\$ 430.10			430.10
10421	Amherst Avenue	Multifamily	\$ 477.46	\$ 489.79	\$ 495.39	1,462.64
10431	Amherst Avenue	Multifamily	\$ 477.46	\$ 489.79	\$ 495.39	1,462.64
11151	Amherst Avenue	Residential	\$ 270.74	\$ 276.89	\$ 279.70	827.33
5516	Armsley Street	Senior	\$ 354.08	\$ 288.19	\$ 282.38	924.65
4432-34	Bandera Street	Multifamily	\$ 477.46	\$ 489.79	\$ 495.39	1,462.64
4624	Bandera Street	Multifamily	\$ 890.83			890.83
4990	Bandera Street	Residential	\$ 276.89	\$ 279.70		556.59
5101	Bandera Street	Residential	\$ 323.75			323.75
5105	Bandera Street	Residential	\$ 335.99	\$ 286.20		622.19
5207	Bandera Street	Residential	\$ 276.74			276.74
5243	Bandera Street	Residential	\$ 276.74			276.74
5598	Bandera Street	Residential	\$ 360.19			360.19
9680	Bel Air Avenue	Residential	\$ 355.32	\$ 291.24	\$ 287.31	933.87
9934	Bel Air Avenue	Senior	\$ 335.89			335.89
9982	Bel Air Avenue	Residential	\$ 270.78	\$ 279.02	\$ 281.37	831.17
10024	Bel Air Avenue	Residential	\$ 297.23			297.23
10045	Bel Air Avenue	Residential	\$ 273.66	\$ 280.78		554.44
10145	Bel Air Avenue	Residential	\$ 270.74	\$ 276.89	\$ 279.70	827.33
10186	Bel Air Avenue	Residential	\$ 270.74			270.74

Street No.	Street	Type	Lien No. 1	Lien No. 2	Lien No. 3	Total Assessment Amount
10551	Belgian Place	Residential	\$ 367.07			\$ 367.07
5225	Belvedere Way	Residential	\$ 274.74	\$ 282.77	\$ 287.46	844.97
4400	Benito Street	Residential	\$ 267.86	\$ 278.71	\$ 281.33	827.90
4460	Benito Street	Residential	\$ 270.78	\$ 279.02	\$ 281.37	831.17
5196	Benito Street	Commercial	\$ 354.96			354.96
5206	Benito Street	Commercial	\$ 354.96			354.96
5429	Benito Street	Residential	\$ 422.95			422.95
9590	Benson Avenue	Residential	\$ 270.75	\$ 279.02	\$ 281.37	831.14
9656	Benson Avenue	Residential	\$ 270.78	\$ 279.02	\$ 281.37	831.17
9944	Benson Avenue	Residential	\$ 305.36			305.36
4266	Berkeley Street	Residential	\$ 383.39			383.39
4285	Berkeley Street	Residential	\$ 282.42	\$ 280.30	\$ 281.51	844.23
4769	Berkeley Street	Residential	\$ 436.30	\$ 298.67		734.97
4797	Berkeley Street	Residential	\$ 490.38			490.38
5382	Berkeley Street	Residential	\$ 270.78	\$ 279.02	\$ 281.37	831.17
4533	Bodega Court	Residential	\$ 367.12	\$ 287.49	\$ 280.86	935.47
9598	Bolton Avenue	Residential	\$ 270.89	\$ 279.04	\$ 281.37	831.30
4541	Bonnie Brae Street	Residential	\$ 270.91			270.91
11339	Brunswick Lane	Residential	\$ 381.08			381.08
11419	Brunswick Lane	Residential	\$ 267.06			267.06
11452	Brunswick Lane	Residential	\$ 326.39			326.39
10978	Buckingham Way	Residential	\$ 270.74	\$ 276.89	\$ 279.70	827.33
11034	Buckingham Way	Residential	\$ 333.49			333.49
9851	Camarena Avenue	Residential	\$ 270.78	\$ 279.02	\$ 281.37	831.17
4853	Cambridge Street	Residential	\$ 270.78	\$ 279.02	\$ 281.37	831.17
5438	Cambridge Street	Residential	\$ 385.09	\$ 293.04		678.13
5448	Cambridge Street	Residential	\$ 270.78	\$ 279.02	\$ 281.37	831.17
5458	Cambridge Street	Residential	\$ 316.86			316.86
5471	Cambridge Street	Residential	\$ 323.16	\$ 286.08		609.24
5570	Cambridge Street	Residential	\$ 270.78	\$ 279.02	\$ 281.37	831.17
5606	Cambridge Street	Residential	\$ 270.78	\$ 279.02	\$ 281.37	831.17
9112	Camulos Avenue	Residential	\$ 279.02	\$ 281.37		560.39
9243	Camulos Avenue	Residential	\$ 270.78	\$ 279.02	\$ 281.37	831.17
9511	Camulos Avenue	Residential	\$ 330.04	\$ 285.54	\$ 282.08	897.66
9530	Camulos Avenue	Residential	\$ 279.02			279.02

Street No.	Street	Type	Lien No. 1	Lien No. 2	Lien No. 3	Total Assessment Amount
9547	Camulos Avenue	Residential	\$ 270.79	\$ 279.02		\$ 549.81
9606	Camulos Avenue	Residential	\$ 270.78	\$ 279.02	\$ 281.37	831.17
9737	Camulos Avenue	Residential	\$ 270.78	\$ 279.02	\$ 281.37	831.17
9877	Camulos Avenue	Residential	\$ 296.74	\$ 304.97	\$ 307.33	909.04
10153	Camulos Avenue	Residential	\$ 397.68			397.68
10203	Camulos Avenue	Residential	\$ 288.10			288.10
10233	Camulos Avenue	Residential	\$ 271.08			271.08
10234	Camulos Avenue	Residential	\$ 338.60			338.60
10259	Camulos Avenue	Residential	\$ 443.78	\$ 298.05		741.83
10264	Camulos Avenue	Residential	\$ 463.46	\$ 300.22		763.68
10171	Canary Court	Residential	\$ 270.74	\$ 276.89	\$ 279.70	827.33
4643	Canoga Street	Multifamily	\$ 890.44	\$ 915.53	\$ 926.77	2,732.74
4830	Canoga Street	Multifamily	\$1,512.42	\$1,512.42	\$1,554.41	4,579.25
4830	Canoga Street	Multifamily	\$1,554.41	\$1,573.88	\$1,573.88	4,702.17
4924	Canoga Street	Residential	\$ 270.74	\$ 276.89	\$ 279.70	827.33
4949	Canoga Street	Residential	\$ 271.13	\$ 276.93	\$ 279.70	827.76
5014	Canoga Street	Residential	\$ 270.84	\$ 276.90	\$ 279.70	827.44
5162	Canoga Street	Multifamily	\$ 885.10	\$ 914.94	\$ 926.70	2,726.74
4912	Carlton Street	Residential	\$ 338.60			338.60
11158	Carriage Avenue	Residential	\$ 270.74	\$ 276.89	\$ 279.70	827.33
11253	Carriage Avenue	Residential	\$ 305.66			305.66
9601	Carrillo Avenue	Residential	\$ 270.78	\$ 279.02	\$ 281.33	831.13
11169	Carrillo Avenue	Residential	\$ 268.87	\$ 330.13		599.00
9634	Central Avenue	Residential	\$ 386.89			386.89
9855	Central Avenue	Residential	\$ 279.90	\$ 281.47		561.37
11348	Chandler Lane	Residential	\$ 264.01			264.01
11418	Chandler Lane	Residential	\$ 305.02			305.02
11431	Chandler Lane	Residential	\$ 364.48			364.48
9795	Coalinga Avenue	Residential	\$ 270.89	\$ 279.04	\$ 281.37	831.30
9824	Coalinga Avenue	Senior	\$ 330.00			330.00
10231	Coalinga Avenue	Residential	\$ 270.74	\$ 276.89	\$ 279.70	827.33
11148	Coalinga Avenue	Residential	\$ 327.16			327.16
9380	Columbine Avenue	Residential	\$ 296.74	\$ 304.97	\$ 307.33	909.04
10213	Columbine Avenue	Residential	\$ 270.74	\$ 276.89		547.63
11370	Cumberland Lane	Residential	\$ 372.44			372.44

Street No.	Street	Type	Lien No. 1	Lien No. 2	Lien No. 3	Total Assessment Amount
11469	Cumberland Lane	Residential	\$ 374.23			\$ 374.23
11477	Cumberland Lane	Residential	\$ 266.62			266.62
9477	Del Mar Avenue	Residential	\$ 294.73			294.73
10212	Del Mar Avenue	Residential	\$ 270.74	\$ 276.89	\$ 279.70	827.33
10236	Del Mar Avenue	Residential	\$ 270.74	\$ 276.89		547.63
10248	Del Mar Avenue	Residential	\$ 296.43	\$ 302.82	\$ 305.64	904.89
4324	Denver Street	Residential	\$ 473.48	\$ 302.76		776.24
5616	Denver Street	Residential	\$ 270.78	\$ 279.02	\$ 281.37	831.17
4461	El Morado Street	Residential	\$ 288.33			288.33
4471	El Morado Street	Residential	\$ 266.67	\$ 278.57	\$ 281.32	826.56
5168	El Morado Street	Residential	\$ 270.83	\$ 279.02	\$ 281.37	831.22
11159	Essex Avenue	Residential	\$ 270.74	\$ 276.89	\$ 279.70	827.33
4665	Ewart Street	Residential	\$ 450.90	\$ 277.54		728.44
4674	Ewart Street	Residential	\$ 270.74			270.74
4760	Ewart Street	Residential	\$ 280.98	\$ 277.13		558.11
5361	Ewart Street	Residential	\$ 491.71			491.71
11334	Fairfax Lane	Residential	\$ 381.08			381.08
11366	Fairfax Lane	Residential	\$ 381.08			381.08
4219	Fauna Street	Residential	\$ 270.73	\$ 276.89	\$ 279.70	827.32
4244	Fauna Street	Residential	\$ 270.74	\$ 276.89	\$ 279.70	827.33
4267	Fauna Street	Residential	\$ 360.19			360.19
4456	Fauna Street	Residential	\$ 270.74	\$ 276.89	\$ 279.70	827.33
4703	Fauna Street	Residential	\$ 270.65	\$ 276.89	\$ 276.89	824.43
4738	Fauna Street	Residential	\$ 394.44			394.44
4932	Fauna Street	Residential	\$ 270.50			270.50
4952	Fauna Street	Residential	\$ 301.68			301.68
8919-21	Felipe Avenue	Multifamily	\$ 477.46	\$ 489.79	\$ 495.39	1,462.64
10232	Felipe Avenue	Residential	\$ 360.19	\$ 288.86		649.05
4220	Flora Street	Residential	\$ 271.69	\$ 277.00	\$ 279.71	828.40
4730	Flora Street	Residential	\$ 277.94			277.94
5051	Flora Street	Residential	\$ 274.67	\$ 282.77	\$ 287.46	844.90
9020	Fremont Avenue	Senior	\$ 356.94	\$ 290.30	\$ 284.13	931.37
9519	Fremont Avenue	Residential	\$ 379.59			379.59
9567	Fremont Avenue	Residential	\$ 296.74	\$ 304.97	\$ 307.33	909.04
9776	Fremont Avenue	Residential	\$ 369.04	\$ 291.27		660.31

Street No.	Street	Type	Lien No. 1	Lien No. 2	Lien No. 3	Total Assessment Amount
9823	Fremont Avenue	Residential	\$ 270.78	\$ 279.02	\$ 281.37	\$ 831.17
9847	Fremont Avenue	Residential	\$ 276.95			276.95
10149	Galena Avenue	Residential	\$ 270.74	\$ 276.89	\$ 279.70	827.33
9985	Geneva Avenue	Residential	\$ 270.78	\$ 279.02	\$ 281.37	831.17
10161	Geneva Avenue	Residential	\$ 279.96	\$ 277.91	\$ 279.81	837.68
4277	Granada Street	Residential	\$ 302.39			302.39
4328	Granada Street	Residential	\$ 270.78	\$ 279.02	\$ 281.37	831.17
4436	Granada Street	Residential	\$ 332.14	\$ 287.21		619.35
5628	Granada Street	Residential	\$ 270.78	\$ 279.02	\$ 281.37	831.17
4507	Grand Avenue	Residential	\$ 372.26			372.26
3752	Hampton Drive	Residential	\$ 305.02			305.02
3792	Hampton Drive	Residential	\$ 266.67			266.67
11418	Hartford Lane	Residential	\$ 381.08			381.08
4407	Harvard Street	Residential	\$ 281.34			281.34
4418	Harvard Street	Residential	\$ 270.78	\$ 279.02	\$ 281.37	831.17
4785	Harvard Street	Residential	\$ 270.91	\$ 279.04	\$ 277.18	827.13
5141-43	Harvard Street	Multifamily	\$ 477.56	\$ 494.05	\$ 498.75	1,470.36
4568	Hawthorne Street	Residential	\$ 288.48			288.48
5596	Hawthorne Street	Residential	\$ 270.78	\$ 279.02	\$ 281.37	831.17
9634	Helena Avenue	Residential	\$ 362.32			362.32
4864	Highland Street	Residential	\$ 296.74	\$ 304.97	\$ 307.33	909.04
4667	Holt Boulevard	Commercial	\$ 269.60			269.60
4103	Howard Street	Residential	\$ 270.74	\$ 276.89	\$ 279.70	827.33
4780	Howard Street	Residential	\$ 270.74	\$ 276.89	\$ 279.70	827.33
4910	Howard Street	Residential	\$ 515.56			515.56
5190	Howard Street A & B	Multifamily	\$ 535.37	\$ 551.86	\$ 556.56	1,643.79
4585	James Street	Residential	\$ 270.78	\$ 279.02	\$ 281.37	831.17
5154	June Mountain Drive	Residential	\$ 491.93			491.93
9725	Kimberly Avenue	Residential	\$ 270.78	\$ 279.02	\$ 281.37	831.17
10236	Kimberly Avenue	Residential	\$ 270.74	\$ 276.89	\$ 279.70	827.33
10244	Kimberly Avenue	Residential	\$ 302.54			302.54
10386	Kimberly Avenue	Multifamily	\$ 890.94	\$ 915.58	\$ 926.78	2,733.30
4671	Kingsley Street	Residential	\$ 656.40			656.40
4821-23	Kingsley Street	Multifamily	\$ 477.46	\$ 444.01		921.47
4831-33	Kingsley Street	Multifamily	\$ 477.46	\$ 306.67		784.13

Street No.	Street	Type	Lien No. 1	Lien No. 2	Lien No. 3	Total Assessment Amount
5003	Kingsley Street	Residential	\$ 270.74	\$ 276.89	\$ 279.70	\$ 827.33
5019	Kingsley Street	Residential	\$ 270.74	\$ 276.89	\$ 279.70	827.33
5242	Kingsley Street	Residential	\$ 270.74	\$ 276.89	\$ 279.70	827.33
5476	Kingsley Street	Residential	\$ 281.34	\$ 278.06		559.40
4385	Kingsley Street #2	Residential	\$ 493.29			493.29
5430	La Doney Street	Residential	\$ 270.79	\$ 279.02	\$ 281.37	831.18
5515	La Doney Street	Residential	\$ 329.88			329.88
9762	Lindero Avenue	Residential	\$ 278.82			278.82
9803	Lindero Avenue	Residential	\$ 324.26			324.26
9958	Lindero Avenue	Residential	\$ 268.68	\$ 278.79	\$ 281.34	828.81
10041	Lindero Avenue	Residential	\$ 296.48			296.48
10042	Lindero Avenue	Residential	\$ 378.13	\$ 292.27		670.40
10076	Lindero Avenue	Residential	\$ 340.36			340.36
9842	Mammoth Drive	Residential	\$ 269.69	\$ 278.90		548.59
4535	Mane Street	Residential	\$ 393.05			393.05
4555	Mane Street	Residential	\$ 270.74	\$ 276.89	\$ 279.70	827.33
4846	Mane Street	Residential	\$ 270.74	\$ 276.89	\$ 279.70	827.33
4855	Mane Street	Residential	\$ 276.90			276.90
4856	Mane Street	Residential	\$ 363.73			363.73
9527	Marion Avenue	Residential	\$ 270.78	\$ 279.02	\$ 281.37	831.17
11442	Marquette Lane	Residential	\$ 324.17			324.17
5131	Merle Street	Residential	\$ 673.02			673.02
9969	Mills Avenue	Residential	\$ 270.79	\$ 279.02	\$ 281.37	831.18
5239	Monte Verde Street	Residential	\$ 270.74	\$ 276.89	\$ 279.70	827.33
9066	Monte Vista Avenue	Residential	\$ 413.49	\$ 319.26		732.75
9815	Monte Vista Avenue	Residential	\$ 363.13	\$ 290.62		653.75
10235	Monte Vista Avenue	Residential	\$ 366.02			366.02
10290	Monte Vista Avenue	Senior	\$ 276.77	\$ 284.81	\$ 289.49	851.07
10332	Monte Vista Avenue	Residential	\$ 476.84	\$ 301.68		778.52
11073	Monte Vista Avenue	Residential	\$ 352.35			352.35
5082	Moreno Street	Residential	\$ 270.79	\$ 279.02	\$ 281.37	831.18
10557	Morgan Circle	Residential	\$ 270.74	\$ 276.89	\$ 279.70	827.33
10217	Oak Glen Avenue	Residential	\$ 355.11	\$ 294.12	\$ 323.02	972.25
10594	Oak Glen Avenue	Residential	\$ 303.57	\$ 282.63		586.20
10604	Oak Glen Avenue	Residential	\$ 275.19			275.19

Street No.	Street	Type	Lien No. 1	Lien No. 2	Lien No. 3	Total Assessment Amount
4633	Olive Street	Residential	\$ 402.69			\$ 402.69
4872	Olive Street	Residential	\$490.38			490.38
4322	Orchard Street	Residential	\$296.74	\$ 304.97	\$ 307.33	909.04
4382	Orchard Street	Residential	\$404.41			404.41
4843	Orchard Street	Residential	\$354.45			354.45
5035	Orchard Street	Residential	\$455.90			455.90
5171	Orchard Street	Residential	\$269.92			269.92
5392	Orchard Street	Residential	\$270.73	\$ 276.89	\$ 279.70	827.32
5422	Orchard Street	Residential	\$ 270.74	\$ 276.89	\$ 279.70	827.33
5690	Orchard Street	Residential	\$ 270.78	\$ 279.02	\$ 281.37	831.17
5257	Palo Verde Street	Senior	\$ 279.29			279.29
5415	Palo Verde Street	Residential	\$ 270.78	\$ 279.02	\$ 281.37	831.17
9585	Poulsen Avenue	Residential	\$ 270.79	\$ 517.89		788.68
9610	Poulsen Avenue	Residential	\$ 355.30	\$ 270.64		625.94
9935	Poulsen Avenue	Residential	\$ 270.78	\$ 281.37		552.15
10043	Poulsen Avenue	Residential	\$ 270.78	\$ 279.02	\$ 281.37	831.17
10154	Poulsen Avenue	Residential	\$ 270.74	\$ 276.89	\$ 279.70	827.33
11238	Poulsen Avenue	Residential	\$ 357.44	\$ 288.55		645.99
11254	Poulsen Avenue	Residential	\$ 270.74			270.74
9375	Pradera Avenue	Multifamily	\$ 891.06	\$ 884.16	\$1,000.42	2,775.64
9908	Pradera Avenue	Residential	\$ 324.71			324.71
10206	Pradera Avenue	Residential	\$ 270.74	\$ 276.89	\$ 279.70	827.33
4438	Princeton Street	Residential	\$ 355.32	\$ 286.42		641.74
4467	Princeton Street	Residential	\$ 368.51			368.51
9151	Ramona Avenue	Residential	\$ 485.60			485.60
9587	Ramona Avenue	Residential	\$ 291.96			291.96
9595	Ramona Avenue	Residential	\$ 344.84	\$ 287.16	\$ 282.27	914.27
11442	Rockford Lane	Residential	\$ 381.08			381.08
9413	Rose Avenue	Residential	\$ 409.95			409.95
9414	Rose Avenue	Residential	\$ 270.48	\$ 278.99	\$ 281.37	830.84
9434	Rose Avenue	Residential	\$ 270.78	\$ 279.02	\$ 281.37	831.17
9441	Rose Avenue	Residential	\$ 362.32	\$ 290.53		652.85
9720	Rose Avenue	Residential	\$ 296.74	\$ 304.97	\$ 307.33	909.04
9734	Rose Avenue	Residential	\$ 270.73	\$ 279.01	\$ 281.37	831.11
9836	Rose Avenue	Residential	\$ 270.70	\$ 279.01	\$ 281.37	831.08

Street No.	Street	Type	Lien No. 1	Lien No. 2	Lien No. 3	Total Assessment Amount
9866	Rose Avenue	Senior	\$ 456.25	\$ 279.29		\$ 735.54
4560	Rosewood Street	Residential	\$ 270.78	\$ 279.02	\$ 281.37	831.17
4860	Rosewood Street	Residential	\$ 270.67	\$ 279.01		549.68
4954	Rosewood Street	Residential	\$ 354.08	\$ 288.19		642.27
5389	Rosewood Street	Residential	\$ 289.81	\$ 309.65	\$ 314.96	914.42
5419	Rosewood Street	Residential	\$ 302.48			302.48
11076	Roswell Avenue	Residential	\$ 387.27			387.27
4164	Rudisill Street	Residential	\$ 270.78	\$ 279.02	\$ 281.37	831.17
5360	Rudisill Street	Residential	\$ 296.74	\$ 307.33		604.07
5421	Rudisill Street	Residential	\$ 296.74	\$ 304.97	\$ 307.33	909.04
5011	Saddleback Street	Residential	\$ 357.23	\$ 288.53		645.76
5272	Saddleback Street	Residential	\$ 270.74	\$ 276.89	\$ 279.70	827.33
5177	San Antonio Way	Residential	\$ 270.74	\$ 276.89	\$ 279.70	827.33
4711	San Bernardino Street	Residential	\$ 270.78	\$ 279.02	\$ 281.37	831.17
4749	San Bernardino Street	Residential	\$ 369.75			369.75
5133	San Bernardino Street	Residential	\$ 270.78	\$ 279.02	\$ 281.37	831.17
5361	San Bernardino Street	Residential	\$ 508.68			508.68
5489	San Bernardino Street	Residential	\$ 302.64	\$ 310.87	\$ 313.23	926.74
4485	San Jose Street	Residential	\$ 296.74	\$ 390.89		687.63
5453	San Jose Street	Residential	\$ 358.85	\$ 290.16		649.01
4424	San Jose Street #10	Residential	\$ 270.78	\$ 279.02	\$ 281.37	831.17
4424	San Jose Street #12	Residential	\$ 270.78	\$ 279.02	\$ 281.37	831.17
4424	San Jose Street #18	Residential	\$ 270.78	\$ 279.02	\$ 281.37	831.17
11052	San Juan Way	Residential	\$ 270.74	\$ 276.89	\$ 279.70	827.33
11014	San Miguel Way	Residential	\$ 270.74	\$ 276.89	\$ 279.70	827.33
11020	San Pasqual Avenue	Residential	\$ 270.74	\$ 276.89	\$ 279.70	827.33
11143	San Pasqual Avenue	Residential	\$ 286.36			286.36
11050	San Rafael Way	Residential	\$ 365.01			365.01
10016	Santa Anita Avenue	Residential	\$ 355.32	\$ 291.24	\$ 287.31	933.87
10133	Santa Anita Avenue	Residential	\$ 270.74	\$ 276.89	\$ 279.70	827.33
10183	Santa Anita Avenue	Residential	\$ 270.87			270.87
10204	Santa Anita Avenue	Residential	\$ 367.07			367.07
10221	Santa Anita Avenue	Residential	\$ 270.74	\$ 276.89	\$ 279.70	827.33
10298	Santa Anita Avenue	Residential	\$ 367.07			367.07
9820	Saratoga Avenue	Residential	\$ 307.33			307.33

Street No.	Street	Type	Lien No. 1	Lien No. 2	Lien No. 3	Total Assessment Amount
10817	Silicon Avenue	Residential	\$ 362.57			\$ 362.57
11011	Stallion Avenue	Residential	\$ 270.87	\$ 276.91	\$ 279.70	827.48
4773	State Street	Residential	\$ 386.91			386.91
5225	State Street	Commercial	\$ 307.12			307.12
9514	Surrey Avenue	Residential	\$ 286.77			286.77
9617	Surrey Avenue	Residential	\$ 270.78	\$ 279.02	\$ 281.37	831.17
9793	Surrey Avenue	Residential	\$ 270.79	\$ 279.02	\$ 281.37	831.18
9532	Tudor Avenue	Residential	\$ 304.24			304.24
9824	Tudor Avenue	Residential	\$ 270.78	\$ 279.02	\$ 281.37	831.17
9834	Tudor Avenue	Residential	\$ 270.72	\$ 279.01	\$ 281.37	831.10
10289	Tudor Avenue	Residential	\$ 270.74	\$ 276.89	\$ 279.70	827.33
10445	Tudor Avenue	Residential	\$ 476.84	\$ 301.68		778.52
9222	Vernon Avenue	Residential	\$ 270.79	\$ 279.02	\$ 281.37	831.18
9912	Vernon Avenue	Residential	\$ 441.37			441.37
10015	Vernon Avenue	Residential	\$ 267.70			267.70
10115	Vernon Avenue	Residential	\$ 429.13	\$ 296.44		725.57
10236	Vernon Avenue	Residential	\$ 367.07			367.07
5554	Vernon Court	Residential	\$ 270.74	\$ 276.89		547.63
4230	Via Amore	Residential	\$ 494.31	\$ 303.61		797.92
11178	Whitewater Avenue	Residential	\$ 270.74	\$ 276.89	\$ 279.70	827.33
11195	Whitewater Avenue	Residential	\$ 282.93	\$ 305.48		588.41
4515	Yosemite Drive	Residential	\$ 270.74	\$ 276.89	\$279.70	827.33
4536	Yosemite Drive	Residential	\$ 286.05			286.05
Total Assessment Amount						\$208,277.43

MINUTES OF THE MEETING OF THE MONTCLAIR
PERSONNEL COMMITTEE HELD ON MONDAY,
JULY 21, 2014, AT 7:50 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 7:50 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 July 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 July 7, 2014.

IV. PUBLIC COMMENT - None

V. CLOSED SESSION

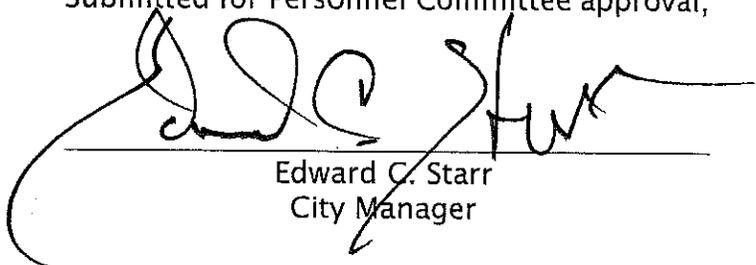
At 7:51 p.m., the Personnel Committee went into Closed Session
regarding personnel matters related to appointments, resignations/
terminations, and evaluations of employee performance.

At 8:25 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 8:25 p.m., Mayor Pro Tem Ruh adjourned the Personnel Committee.

Submitted for Personnel Committee approval,



Edward C. Starr
City Manager