

**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

September 2, 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. Proclamation Declaring September 2014 as "Childhood Cancer Awareness Month" in the City of Montclair

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. First Reading – Consider Adoption of Ordinance No. 14-944 Adding Chapter 11.37 to the Montclair Municipal Code Related to Emergency Shelters and Single-Room Occupancy Lodging Facilities [CC] 5
- B. Second Reading – Consider Adoption of Ordinance No. 14-945 Amending Chapters 11.02 and 11.18 of the Montclair Municipal Code Related to Manufactured Housing [CC] 14

VIII. CONSENT CALENDAR

- A. Approval of Minutes
 - 1. Minutes of the Regular Joint Council/Successor Agency Board/MHC Board/MHA Commission Meeting of August 4, 2014 [CC/SA/MHC/MHA]
 - 2. Minutes of the Regular Joint Council/Successor Agency Board/MHC Board/MHA Commission Meeting of August 18, 2014 [CC/SA/MHC/MHA]
- B. Administrative Reports
 - 1. Consider Setting a Public Hearing to Consider Ordinance No. 14-946 Amending Chapter 11.78 of the Montclair Municipal Code Related to Thrift Stores and Second-Hand Merchandise Stores [CC] 19
 - 2. Consider Approval of Warrant Register and Payroll Documentation [CC] 22
 - 3. Consider Authorization of a \$70,000 Appropriation From the Park Development Fund For Replacement of the Splash Pad Play Surface [CC] 23
 - 4. Consider Declaring Police Department Ammunition as Surplus and Authorizing the Sale of Surplus Ammunition to Sworn Members of the Montclair Police Department [CC] 25
 - 5. Consider Authorization of the Use of Unexpended Equipment Replacement Funds in the Police Department Fiscal Year 2013-14 Budget to Install Emergency Equipment in the Department's Ford F-150 Pickup Truck [CC] 26
 - 6. Consider Declaring a Termination to the Emergency Action Authorized Under Resolution No. 14-3043 [CC]
 - Consider Approval Of the Filing of a Notice of Completion for the Emergency Sewer Mainline Repairs Adjacent to the 8900 Block Of Fremont Avenue [CC] 28

C. Agreements

1. Consider Approval of Agreement No. 14-84 With All City Management Services, Inc., for School Crossing Guard Services [CC] 30
2. Consider Approval of Subdivision Agreement Nos. 14-85 and 14-86 With Meritage Homes of California, Inc., for Tract Nos. 18803-1 and 18803 [CC] 41
3. Consider Approval of Agreement No. 14-87 With the Office of Traffic Safety to Accept a Selective Traffic Enforcement Program Grant [CC] 75

D. Resolutions

1. Consider Adoption of Resolution No. 14-3047 Rescinding Resolution No. 13-2984 Designating Restricted Parking on Public Streets and Alleys [CC] 88
2. Consider Adoption of Resolution No. 14-3048 Adopting a Measure I Five-Year Capital Improvement Program [CC] 125
3. Consider Adoption of Resolution No. 14-02, a Resolution of the Montclair Housing Authority Authorizing the City Manager or His/Her Designee to Represent the Montclair Housing Authority in Matters Related to the Helena Gardens Owners Association, Replacing Resolution No. 07-05, a Resolution of the (Former) Montclair Redevelopment Agency Authorizing the Assistant Director of Redevelopment to Represent the (Former) Montclair Redevelopment Agency in Matters Related to the Helena Gardens Owners Association [MHA] 131

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 August 18, 2014 135
 - 2. Minutes of the Public Works Committee Meeting of August 21, 2014 136
- 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, September 15, 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, Andrea M. Phillips, Acting 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 August 28, 2014.

AGENDA REPORT

SUBJECT: CONSIDER ADOPTION OF ORDINANCE NO. 14-944 ADDING CHAPTER 11.37 TO THE MONTCLAIR MUNICIPAL CODE RELATED TO EMERGENCY SHELTERS AND SINGLE-ROOM OCCUPANCY LODGING FACILITIES	DATE: September 2, 2014 SECTION: PUBLIC HEARINGS ITEM NO.: A FILE I.D.: GPL250 DEPT.: COMMUNITY DEV.
<u>FIRST READING</u>	

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 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

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/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:

Steve Luster

Reviewed and
Approved by:

Steve Luster

Proofed by:

Debra Embree

Presented by:

James H. Hoff

Emergency shelters and single-room occupancy (SRO) hotels or lodging facilities are not currently addressed in the Municipal Code. In order to be in compliance with the City's adopted 2014-2021 Housing Element, staff is proposing to add Chapter 11.37 to Title 11 of the Montclair Municipal Code to address these uses. The new Chapter would define the two uses, specify where said uses would be permitted, and set forth development standards. Pursuant to Government Code Section 65583(a)(4)(A), which was amended by Senate Bill 2 in 2007, emergency shelters are proposed to be allowed by right in the "BP" (Business Park) land use district of the Holt Boulevard Specific Plan; and SROs would be allowed subject to approval of a Conditional Use Permit in the same land use district. Staff believes that said uses would be compatible with existing and anticipated land uses along Holt Boulevard and would be in convenient proximity to Omnitrans' Line 61 in the event facility residents have the need to access public transit.

At its meeting on August 18, 2014, the City Council continued this item to allow time for staff and the City Attorney to research whether state law allowed for cities to impose minimum separation requirements for emergency shelters. Through a subsequent review of California Government Code Section 65583, it has been determined that the City may impose a maximum 300-foot separation requirement for emergency shelters. Accordingly, attached Ordinance No. 14-944, specifically proposed Section 11.37.030.B, has been modified to include that development standard.

Subsequent to the August 18 meeting, additional concerns were raised by the City Council regarding inclusion of language in the ordinance stating that staff may revoke the business license of an emergency shelter if it becomes the source of excessive criminal activity. It is the City Attorney's opinion that staff already has the ability to pursue the revocation of a business license through existing provisions in the Municipal Code should a business operate in a manner constituting a public nuisance, including excessive criminal activity that has the potential to negatively impact the health and safety of the neighborhood or community; therefore, it is unnecessary to include that language in the ordinance.

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. At its meeting on August 11, 2014, the Planning Commission unanimously recommended City Council approval of the proposed ordinance.

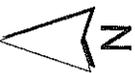
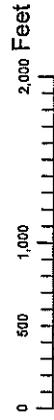
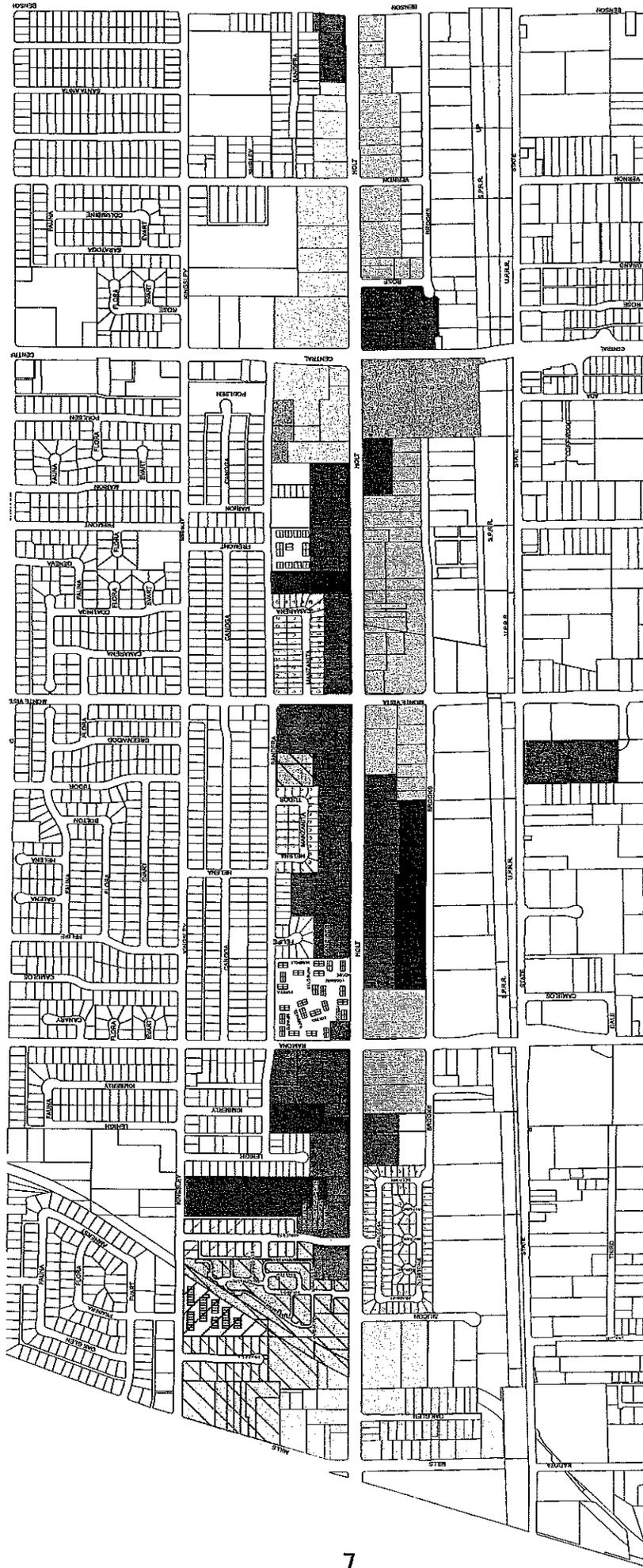
Further, in order to be in full compliance with the state's certification of the City's Housing Element and pursuant to Government Code Section 65583(a)(4)(A), the City is required to take action on Policy Action 4.1 as described above within one year of the adoption of the Housing Element.

FISCAL IMPACT: Adoption of Ordinance No. 14-944 would have no fiscal impact to the City.

RECOMMENDATION: Staff recommends the City Council adopt the first reading of Ordinance No. 14-944 adding Chapter 11.37 to the Montclair Municipal Code related to emergency shelters and single-room occupancy lodging facilities.

Holt Boulevard Specific Plan

Land Use Map



Legend

- Auto Mall
- Commercial
- Business Park
- Industrial
- Comm / Office
- Mobile Home Park
- R-1 (6 du/ac)
- R-3 (10 du/ac)
- R-3 (11 du/ac)
- R-3 (14)
- R-3 (18 du/ac)
- R-3 (24 du/ac)

Updated
7/24/13

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.

7. Proximity to other emergency shelters. No emergency shelter shall be located within 300 feet of another emergency shelter.

C. Operational standards.

1. Prior to commencing operation, an emergency shelter provider shall prepare a written management and operations plan and submit it to the City for review and approval by the Community Development Director and Police Chief. The management and operations plan shall include, without limitation, hours of operation, staffing levels, provisions for staff training, resident identification process, maximum length of stay, neighborhood outreach, policies regarding pets, the timing and location of outdoor activities, temporary storage of residents' personal belongings, safety and security, loitering control, management of outdoor areas, screening of residents to ensure compatibility with services provided at the shelter, and training, counseling, and social service programs for residents, as applicable. 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 or is occupied by at least one resident. 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 180 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.

13. Separation. No more than one SRO development shall be permitted within a radius of one-quarter mile (1,320 feet) of another SRO development.

C. Operational standards.

1. Prior to issuance of a Certificate of Occupancy, the SRO operator shall submit a management plan to the City for review and approval by the Community Development Director and Police Chief. The management plan shall address operations, safety and security, and building maintenance.

2. 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. The management shall be solely responsible for the enforcement of all rules reviewed and approved by the City as part of the Conditional Use Permit.

3. 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.

4. 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 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:

Acting Deputy City Clerk

I, Andrea M. Phillips, Acting 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

Andrea M. Phillips
Acting Deputy City Clerk

AGENDA REPORT

SUBJECT: CONSIDER ADOPTION OF ORDINANCE NO. 14-945 AMENDING CHAPTERS 11.02 AND 11.18 OF THE MONTCLAIR MUNICIPAL CODE RELATED TO MANUFACTURED HOUSING <u>SECOND READING</u>	DATE: September 2, 2014 SECTION: PUBLIC HEARINGS ITEM NO.: B FILE I.D.: GPL250 DEPT.: COMMUNITY DEV.
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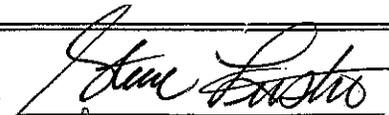
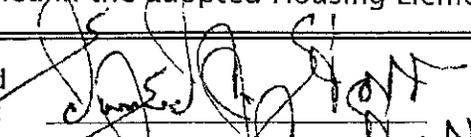
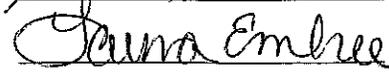
REASON FOR CONSIDERATION: Amendments to the Municipal Code require public hearing review and approval by the City Council.

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."

Manufactured housing is not currently specified as a permitted use in the City's R-1 (Single-Family Residential) zone. In order to be in compliance with state law and the City's adopted 2014-2021 Housing Element, staff is proposing to more accurately define manufactured homes and set forth the necessary criteria so that such homes would be compatible if placed in one of Montclair's neighborhoods. The appearance and aesthetics of manufactured homes has improved considerably in the last generation, so much so that it is sometimes difficult to discern whether a home has been conventionally built or is manufactured. Nevertheless, staff is proposing reasonable standards in Chapter 11.18 to ensure that manufactured homes are designed or enhanced in such ways so as to make them compatible with the character and scale of the neighborhood in which they are located.

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

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

that are intended to be submitted to the Planning Commission and City Council for consideration. At its meeting on August 11, 2014, the Planning Commission unanimously recommended City Council approval of the proposed ordinance.

FISCAL IMPACT: There would be no direct fiscal impact to the City's General Fund related to the City Council's adoption of proposed Ordinance No. 14-945.

RECOMMENDATION: Staff recommends the City Council adopt Ordinance No. 14-945 amending Chapters 11.02 and 11.18 of the Montclair Municipal Code related to manufactured housing.

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 11.18.030J 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 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:

Acting Deputy City Clerk

I, Andrea M. Phillips, Acting 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

Andrea M. Phillips
Acting Deputy City Clerk

AGENDA REPORT

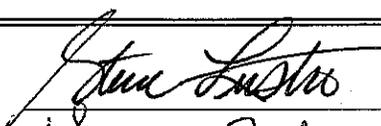
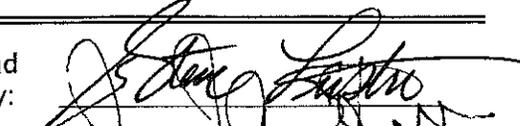
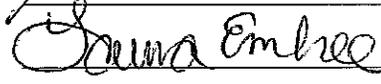
SUBJECT: CONSIDER SETTING A PUBLIC HEARING TO CONSIDER ORDINANCE NO. 14-946 AMENDING CHAPTER 11.78 OF THE MONTCLAIR MUNICIPAL CODE RELATED TO THRIFT STORES AND SECOND-HAND MERCHANDISE STORES	DATE: September 2, 2014 SECTION: ADMIN. REPORTS ITEM NO.: 1 FILE I.D.: FLP025/LDU050 DEPT.: COMMUNITY DEV.
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REASON FOR CONSIDERATION: Amendments to the Municipal Code require public hearing review and approval by the City Council.

BACKGROUND: In June 2013, the City Council adopted Ordinance No. 13-933 amending Chapter 11.78 of the Montclair Municipal Code related to land uses allowed with a Conditional Use Permit (CUP). It has recently come to staff's attention that thrift stores and second-hand merchandise stores, which required a CUP prior to adoption of the aforementioned Ordinance, were inadvertently omitted from the Ordinance. Accordingly, staff is proposing to correct this oversight.

FISCAL IMPACT: The cost to publish a Notice of Public Hearing in the *Inland Valley Daily Bulletin* related to Ordinance No. 14-946 should not exceed \$400.

RECOMMENDATION: Staff recommends the City Council set a public hearing for Monday, September 15, 2014, at 7:00 p.m. in the City Council Chambers to consider Ordinance No. 14-946 amending Chapter 11.78 of the Montclair Municipal Code related to thrift stores and second-hand merchandise stores.

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

ORDINANCE NO. 14-946

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MONTCLAIR AMENDING CHAPTER 11.78 OF THE MONTCLAIR MUNICIPAL CODE RELATED TO THRIFT STORES AND SECOND-HAND MERCHANDISE STORES

WHEREAS, in June 2013, the City Council amended the Montclair Municipal Code (MMC) through Ordinance No. 13-933, updating Chapter 11.78 related to the types of land uses allowed with a Conditional Use Permit (CUP); and

WHEREAS, prior to the adoption of Ordinance No. 13-933, thrift stores and second-hand merchandise stores were specifically identified in Section 11.78.030.D.19 MMC as land uses requiring a CUP; and

WHEREAS, it has come to staff's attention that said land uses were inadvertently omitted from Ordinance No. 13-933; and

WHEREAS, staff seeks to correct this oversight through the code amendment process.

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

SECTION I. Amendment of Code.

The following subsection is hereby added to Section 11.78.030(D) ("Commercial Uses (General Merchandise)") of the Montclair Municipal Code:

16. Thrift stores and second-hand merchandise stores (C-3).

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:

Acting Deputy City Clerk

I, Andrea M. Phillips, Acting Deputy City Clerk of the City of Montclair, DO HEREBY CERTIFY that the foregoing is a true and correct copy of Ordinance No. 14-946 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

Andrea M. Phillips
Acting Deputy City Clerk

AGENDA REPORT

SUBJECT: CONSIDER APPROVAL OF WARRANT REGISTER AND PAYROLL DOCUMENTATION	DATE: September 2, 2014
	SECTION: ADMIN. REPORTS
	ITEM NO.: 2
	FILE I.D.: FIN540
	DEPT.: ADMIN. SVCS.

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

BACKGROUND: Mayor Pro Tem Ruh has examined the Warrant Register dated September 2, 2014, and Payroll Documentation dated July 13, 2014, and recommends their approval.

FISCAL IMPACT: The Warrant Register dated September 2, 2014, totals \$520,510.41. The Payroll Documentation dated July 13, 2014, totals \$519,487.01 gross, with \$359,569.09 net being the total cash disbursement.

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

Prepared by:

Andrey Rullo

Reviewed and
Approved by:

James H. Holt

Proofed by:

Lisa H. Shannon

Presented by:

AGENDA REPORT

SUBJECT: CONSIDER AUTHORIZATION OF A
\$70,000 APPROPRIATION FROM THE
PARK DEVELOPMENT FUND FOR
REPLACEMENT OF THE SPLASH PAD
PLAY SURFACE

DATE: September 2, 2014
SECTION: ADMIN. REPORTS
ITEM NO.: 3
FILE I.D.: PRK200
DEPT.: PUBLIC WORKS

REASON FOR CONSIDERATION: The existing play surface for the Splash Pad at Alma Hofman Park is deteriorating and delaminating from the concrete substrate below. A purchase order for the repair work was issued, but the scope of work changed after the purchase order was prepared. The funding for that purchase order also expired at the end of the previous fiscal year. A new purchase order is required as well as a reappropriation of funds.

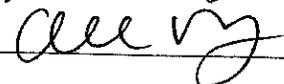
BACKGROUND: During the 2013 Splash Pad season, staff noticed that the play surface was delaminating from the concrete substrate below. Staff was able to nurse the surface along and finish out the season last summer.

After the 2013 Splash Pad season ended, staff began looking for ways to either repair the existing play surface or replace it in its entirety. Staff contacted several companies that specialize in aquatic play surfaces. During the bid process, staff learned of a class action lawsuit against the manufacturer of the play surface. Staff immediately stopped the bid process and advised City Attorney Diane Robbins of the lawsuit. City Attorney Robbins contacted the attorney representing the plaintiffs and added the City of Montclair as a plaintiff in the lawsuit.

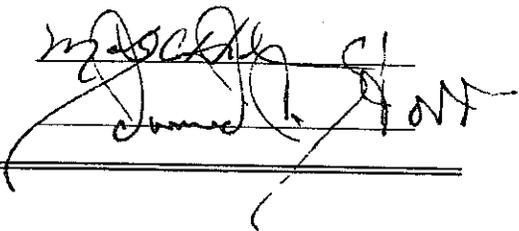
City Attorney Robbins has advised staff to continue with the bidding process. The manufacturer has been notified of the City's intent to replace the play surface regardless of the lawsuit. During the final stages of the bid process, the play surface was cut open to determine the extent of the delamination; and it was found to be much more severe than expected. Over a period of several weeks, water was continuously pumped out from under the play surface in an attempt to dry it out sufficiently so repairs could be made. Unfortunately, because of the sheer volume of water under the existing pad and the ability of the buffing material under the pad to retain water, it could not be removed sufficiently to make repairs in a dry condition.

Staff originally requested an appropriation of \$40,000 during the Fiscal Year 2013-14 Midyear Budget Review to replace the play surface based on bids received from different manufacturers. After the City Council approved the funding to make repairs, staff contacted the same vendors to put together a game plan to complete the work. When

Prepared by: 

Proofed by: 

Reviewed and
Approved by: 

Presented by: 

staff met with the bidders to work out a schedule, they saw the cuts that had been made in the pad to drain the water from under the pad and noticed that the existing surface was up to one-inch thick. All manufacturers stated that their products are designed to be placed at only 3/8-inch thick. They indicated they could not do a one-inch thick installation because the products have not been tested for that thickness. As a result of the added thickness, the City's contractor advised the City that he would have to pour a 5/8-inch thick concrete slurry mix under the 3/8-inch thick new play surface, increasing the cost by approximately \$30,000. The City Council authorized an additional \$30,000 appropriation at the May 12, 2014 City Council meeting to complete the installation of the new play surface as outlined above.

With the funding for the project in place, the contractor started the work as planned. After the first phase of the installation process to install the concrete slurry mixture, staff inspected the newly poured slurry mixture and found that the slurry did not bond to the old substrate. City staff refused to accept the installation as being complete, and the contractor had to come up with a new approach to finish the installation. The approach to complete this project was to remove the newly poured concrete slurry mixture at the contractor's expense and use a different product. Unfortunately, by the time all these issues were worked out, Fiscal Year 2013-14 was ending and Fiscal Year 2014-15 was starting. The contractor now needs a new purchase order to complete the work because a different product will now be used rather than what was listed on the original purchase order. Because a new purchase order must be issued, the funds originally appropriated during the 2013-14 Fiscal Year must be reappropriated for the new 2014-15 Fiscal Year. The new surface will carry a five-year warranty just the same as the previously recommended product.

FISCAL IMPACT: The City Council previously authorized a \$70,000 appropriation for this project during Fiscal Year 2013-14, but the funds did not carry over to the current fiscal year. A reappropriation of these funds is necessary. Staff is requesting that the funds for this project be appropriated from the Park Development Fund.

RECOMMENDATION: Staff recommends that the City Council authorize a \$70,000 appropriation from the Park Development Fund for replacement of the Splash Pad play surface.

AGENDA REPORT

SUBJECT: CONSIDER DECLARING POLICE DEPARTMENT AMMUNITION AS SURPLUS AND AUTHORIZING THE SALE OF SURPLUS AMMUNITION TO SWORN MEMBERS OF THE MONTCLAIR POLICE DEPARTMENT	DATE: September 2, 2014 SECTION: ADMIN. REPORTS ITEM NO.: 4 FILE I.D.: EQS052 DEPT.: POLICE
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REASON FOR CONSIDERATION: The City Council is requested to consider declaring Police Department ammunition as surplus and authorizing the sale of surplus ammunition to sworn members of the Montclair Police Department.

BACKGROUND: The Police Department maintains a firearms shooting range for use by sworn members. Monthly range sessions are held during which sworn personnel utilize specifically designated range ammunition that is purchased with City funds allocated for that purpose. The Winchester WinClean ammunition currently used at the range is designed to reduce the amount of lead deposits by utilizing a lead-free primer, clean-burning powder, and a fully jacketed lead projectile. One deficiency of the ammunition, however, is the brass jacket on the round often separates from the lead projectile, causing lead to be deposited into the range environment.

On August 18, 2014, the City Council approved Agreement No. 14-77 with Resource Environmental, Inc., to perform comprehensive lead abatement of the range. Completion of the abatement is expected in early September 2014. Once complete, the Department will prohibit the use of ammunition containing lead primers, powder, or projectiles, which includes the current cache of WinClean ammunition.

The Department has no further use for the WinClean ammunition, which consists of approximately 20 boxes of .357 rounds and 150 boxes of 5.56-millimeter rounds. Many sworn members of the Department have expressed interest in purchasing the ammunition for off-duty practice with personally owned firearms. Selling the ammunition to nonmembers would be prohibited. The cost per box at the time of purchase was \$20.39 and \$6.48, respectively. The Department would set a respective sale price of \$15 and \$5 per box. Selling the ammunition to sworn members would result in the disposition of ammunition and the return of expenditures to the General Fund.

FISCAL IMPACT: The original purchase price of the .357-caliber and 5.56-millimeter ammunition was approximately \$1,380. If the City Council so approves, the City would recover approximately \$1,050, or 76 percent of the original costs.

RECOMMENDATION: Staff recommends the City Council declare Police Department ammunition as surplus and authorize the sale of surplus ammunition to sworn members of the Montclair Police Department.

Prepared by: <u>M. deMoet</u>	Reviewed and Approved by:	
Proofed by: <u>Sharon Agapian</u>	Presented by:	<u>[Signature]</u>

AGENDA REPORT

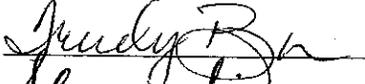
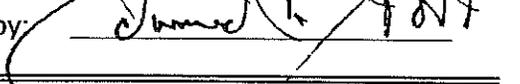
SUBJECT: CONSIDER AUTHORIZATION OF THE USE OF UNEXPENDED EQUIPMENT REPLACEMENT FUNDS IN THE POLICE DEPARTMENT FISCAL YEAR 2013-14 BUDGET TO INSTALL EMERGENCY EQUIPMENT IN THE DEPARTMENT'S FORD F-150 PICKUP TRUCK	DATE: September 2, 2014 SECTION: ADMIN. REPORTS ITEM NO.: 5 FILE I.D.: EQS225 DEPT.: POLICE
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REASON FOR CONSIDERATION: The City Council is requested to consider authorizing the Police Department to utilize unexpended funds allocated in the Equipment Replacement Fund in the Police Department Fiscal Year 2013-14 Budget for installation of emergency equipment in a newly purchased patrol vehicle.

BACKGROUND: The Police Department requested and received an allocation of \$9,500 in its Fiscal Year 2013-14 Budget for purchase and installation of emergency equipment in a new patrol vehicle that was approved for purchase in the same budget year. The vehicle originally authorized for purchase was a 2014 Ford Explorer Police Utility Detective Model. During the course of the year, the Department purchased a Mobile Command Trailer (MCT) utilizing grant and Federal Asset Forfeiture funds. The MCT is a hitch-towed trailer that must be towed by a vehicle with significant towing capacity; however, the Department did not have such a vehicle in its existing patrol fleet. The Ford Explorer originally authorized for purchase was deemed inadequate for towing a fully outfitted MCT and was, therefore, no longer considered a viable option.

The 2014 Ford F-150 pickup truck was found to have the best towing capacity of vehicles in its class; and in May 2014, the Department purchased one to serve as a tow vehicle for the MCT. The vehicle will also serve as a commercial traffic enforcement vehicle and may be utilized as a patrol unit should the need arise. Because the vehicle was purchased near the end of Fiscal Year 2013-14, staff was unable to have equipment installed prior to the close of the year.

Staff received an estimate from West Coast Lights & Sirens, Inc., in the amount of \$6,313 for equipment, miscellaneous parts, and labor. West Coast Lights & Sirens, Inc., has installed emergency vehicle equipment for the Department for many years and has a reputation for quality workmanship. Of equal importance is utilizing one company to ensure consistency throughout the entire patrol fleet. Staff is, therefore, requesting authorization to add \$6,313 in unexpended Fiscal Year 2013-14 equipment replacement funding to the Fiscal Year 2014-15 Budget to prepare the Ford F-150 pickup truck for field use.

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

FISCAL IMPACT: If approved by the City Council, \$6,313 would be added to the Equipment Replacement Fund in the Police Department Fiscal Year 2014-15 Budget to purchase and install emergency vehicle equipment.

RECOMMENDATION: Staff recommends the City Council authorize the use of unexpended Equipment Replacement Funds in the Police Department Fiscal Year 2013-14 Budget to install emergency equipment in the Department's Ford F-150 pickup truck.

AGENDA REPORT

SUBJECT: CONSIDER DECLARING A TERMINATION TO THE EMERGENCY ACTION AUTHORIZED UNDER RESOLUTION NO. 14-3043	DATE: September 2, 2014
	SECTION: ADMIN. REPORTS
CONSIDER APPROVAL OF THE FILING OF A NOTICE OF COMPLETION FOR THE EMERGENCY SEWER MAINLINE REPAIRS ADJACENT TO THE 8900 BLOCK OF FREMONT AVENUE	ITEM NO.: 6
	FILE I.D.: SEW130
	DEPT.: PUBLIC WORKS

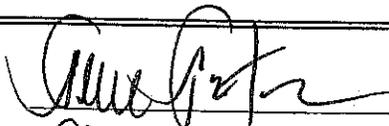
REASON FOR CONSIDERATION: By City Council action on July 21, 2014, Resolution No. 14-3043 was adopted declaring a need for emergency contracting procedures related to the sewer mainline located on the Montclair Plaza North property east of Fremont Avenue. Under Public Contract Code Section 22050, the governing body shall review the emergency action at its next regularly scheduled meeting and every regularly scheduled meeting thereafter until the action is terminated.

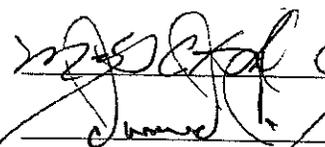
BACKGROUND: During routine maintenance and inspection of the City's sewer mains, it was discovered that a public sewer mainline located on the Montclair Plaza North property along Fremont Avenue had become eroded and was in need of immediate repairs. This short run of mainline was originally constructed of ductile iron rather than vitrified clay pipe as are most City sewer mains. Temporary repairs were made by the City's Public Works Maintenance Division, but a permanent repair was necessary. That repair work has now been completed. Repairs were made by inserting a liner between two manholes.

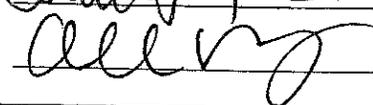
FISCAL IMPACT: The City received a proposal from Sancon Engineering, Inc., to make the necessary repairs and an agreement was signed by the City Manager on July 24, 2014. Work was completed on Thursday, August 14, 2014. The estimated cost for repairs was \$18,000. The actual total construction cost came to \$13,455, funded by the Sewer Replacement Fund established seven years ago.

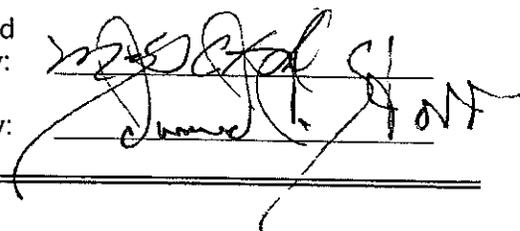
RECOMMENDATION: Staff recommends the City Council take the following actions:

1. Declare a termination to the emergency action authorized under Resolution No. 14-3043.
2. Approve the filing of a Notice of Completion with the Office of the San Bernardino County Recorder for the Emergency Sewer Mainline Repairs Adjacent to the 8900 block of Fremont Avenue.

Prepared by: 

Reviewed and
Approved by: 

Proofed by: 

Presented by: 

RECORDING REQUESTED BY:

City of Montclair

AND WHEN RECORDED MAIL DOCUMENT AND
TAX STATEMENT TO:

NAME: **City of Montclair**

STREET ADDRESS: **5111 Benito Street**

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

Government Code 6103

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

NOTICE OF COMPLETION

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

fee

The full name and address of the undersigned is
Michael C. Hudson
Public Works Director
City Engineer
5111 Benito Street
Montclair, CA 91763

The work was completed on that certain work known as:

Emergency Sewer Mainline Repairs Adjacent to the 8900 Block of Fremont Avenue

for the undersigned City of Montclair,
a Municipal Corporation, on the 14th day of August, 2014

The City accepted the job on the 2nd day of September, 2014

The Contractor on said job was
Sancon Engineering, Inc.
5841 Engineer Drive
Huntington Beach, CA 92649

The improvement consisted of:

Sewer Mainline Repairs

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

Adjacent to 8900 block of Fremont Avenue, Montclair, CA 91763

VERIFICATION

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

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

Executed on: September 3, 2014 at 5111 Benito Street, Montclair, California

Michael C. Hudson
Public Works Director
City Engineer

AGENDA REPORT

SUBJECT: CONSIDER APPROVAL OF AGREEMENT NO. 14-84 WITH ALL CITY MANAGEMENT SERVICES, INC. FOR SCHOOL CROSSING GUARD SERVICES	DATE: September 2, 2014 SECTION: AGREEMENTS ITEM NO.: 1 FILE I.D.: PDT205 DEPT.: POLICE
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REASON FOR CONSIDERATION: The City Council is requested to consider approval of Agreement No. 14-84 with All City Management Services, Inc. for school crossing guard services.

A copy of proposed Agreement No. 14-84 is attached for the City Council's review and consideration.

BACKGROUND: All City Management Services, Inc., has been providing school crossing guard services for the City since November 1998 and has notified Police Department staff that its hourly rate for crossing guard services will increase by 10.68 percent for Fiscal Year 2014-15. The adjustment would increase the current hourly rate by \$1.56, resulting in an hourly billing rate of \$16.17.

The wage increase is a direct result of the passage of Assembly Bill 10, which increased the minimum wage from \$8 to \$9 per hour effective July 1, 2014. The hourly minimum wage rate is slated to increase again on January 1, 2016. All City Management Services, Inc., has indicated that in order to maintain its workforce, it must maintain a buffer between the minimum wage and its own wage rates. The company must also provide wages that would allow it to effectively compete against other part-time employers for recruitment and retention of crossing guards.

FISCAL IMPACT: A total of \$122,245 has been allocated in the Police Department Fiscal Year 2014-15 Budget to provide crossing guard services for the 2014-15 school year.

RECOMMENDATION: Staff recommends the City Council approve Agreement No. 14-84 with All City Management Services, Inc., for school crossing guard services.

Prepared by:

Judy B...

Reviewed and
Approved by:

Ab. de No...

Proofed by:

Shawntez...

Presented by:

James H. ...

AGREEMENT NO. 14-84

An Agreement Amending Agreement No. 98-73 and Superseding Any Subsequent Amendments of Such Agreement Between All City Management Services, Inc., and the City of Montclair for Crossing Guard Services

The **City of Montclair**, hereinafter referred to as the "City" and **All City Management Services, Inc.** located at 10440 Pioneer Blvd., Ste. No. 5, Santa Fe Springs, CA 90670, hereinafter referred to as "Contractor" mutually agree to amend Agreement No. 98-73 and supersede any subsequent amendments of such Agreement as follows:

1. Paragraph 1 shall be amended as follows: The term of this Agreement shall be from July 1, 2014 through June 30, 2015.
2. Paragraph 13 shall be replaced with the following:

(a) Types of Required Coverages

Without limiting the indemnity provisions of the Contract, the Contractor shall procure and maintain in full force and effect during the term of the Contract, the following policies of insurance. If the existing policies do not meet the insurance requirements set forth herein, Contractor agrees to amend, supplement or endorse the policies to do so.

- (1) **Commercial General Liability:** Commercial General Liability Insurance which affords coverage at least as broad as Insurance Services Office "occurrence" form CG 00 01, with minimum limits of at least \$1,000,000 per occurrence for bodily injury, personal injury and property damage, and \$3,000,000 aggregate total bodily injury, personal injury and property damage. Commercial General Liability insurance and endorsements shall be kept in force at all times during the performance of this Agreement.
- (2) **Automobile Liability Insurance:** Automobile Liability Insurance with coverage at least as broad as Insurance Services Office Form CA 0001 covering "Any Auto" (Symbol 1), including owned, non-owned, and hired autos, or the exact equivalent, with minimum limits of \$1,000,000 for bodily injury and property damage, each accident. If Contractor owns no vehicles, auto liability coverage may be provided by means of a non-owned and hired auto endorsement to the general liability policy. Automobile liability insurance and endorsements shall be kept in force at all times during the performance of this Agreement.
- (3) **Workers' Compensation:** Workers' Compensation Insurance, as required by the State of California and Employer's Liability Insurance with a limit of not less than \$1,000,000 each accident for bodily injury and \$1,000,000 each employee for bodily injury by disease.

(b) Endorsements

Insurance policies shall not be in compliance if they include any limiting provision or endorsement that has not been submitted to the City for approval.

- (1) The insurance coverages required by Section (a)(1) Commercial General Liability; and (a)(2) Automobile Liability Insurance shall contain the following provisions or be endorsed to provide the following:

Additional Insured: The City, its elected officials, officers, employees, volunteers, boards, agents and representatives shall be additional insureds with regard to liability and defense of suits or claims arising out of the performance of the Contract. Coverage for the additional insureds shall apply to the fullest extent permitted by law.

Additional Insured Endorsements shall not:

1. Be limited to "Ongoing Operations"
2. Exclude "Contractual Liability"
3. Restrict coverage to the "Sole" liability of contractor
4. Exclude "Third-Party-Over Actions"
5. Contain any other exclusion contrary to the Contract)

Primary Insurance: This insurance shall be primary and any other insurance whether primary, excess, umbrella or contingent insurance, including deductible, or self-insurance available to the insureds added by endorsement shall be in excess of and shall not contribute with this insurance.

- (2) The policy or policies of insurance required by Section (a)(3) Workers' Compensation shall be endorsed, as follows:

Waiver of Subrogation: A waiver of subrogation stating that the insurer waives all rights of subrogation against the indemnified parties.

(c) Notice of Cancellation

Required insurance policies shall not be cancelled or the coverage reduced until a thirty (30) day written notice of cancellation has been served upon the City except ten (10) days shall be allowed for non-payment of premium.

(d) Waiver of Subrogation

Required insurance coverages shall not prohibit Contractor from waiving the right of subrogation prior to a loss. Contractor shall waive

all rights of subrogation against the indemnified parties and Policies shall contain or be endorsed to contain such a provision.

(e) Evidence of Insurance

The Contractor, concurrently with the execution of the contract, and as a condition precedent to the effectiveness thereof, shall deliver either certified copies of the required policies, or original certificates and endorsements on forms approved by the City. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf. At least fifteen (15 days) prior to the expiration of any such policy, evidence of insurance showing that such insurance coverage has been renewed or extended shall be filed with the City. If such coverage is cancelled or reduced, Contractor shall, within ten (10) days after receipt of written notice of such cancellation or reduction of coverage, file with the City evidence of insurance showing that the required insurance has been reinstated or has been provided through another insurance company or companies.

(f) Deductible or Self-Insured Retention

Any deductible or self-insured retention must be approved in writing by the City and shall protect the indemnified parties in the same manner and to the same extent as they would have been protected had the policy or policies not contained a deductible or self-insured retention.

(g) Contractual Liability

The coverage provided shall apply to the obligations assumed by the Contractor under the indemnity provisions of this contract.

(h) Failure to Maintain Coverage

Contractor agrees to suspend and cease all operations hereunder during such period of time as the required insurance coverage is not in effect and evidence of insurance has not been furnished to the City. The City shall have the right to withhold any payment due Contractor until Contractor has fully complied with the insurance provisions of this Contract. In addition, the 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 Contractor's expense, the premium thereon.

In the event that the Contractor's operations are suspended for failure to maintain required insurance coverage, the Contractor shall not be entitled to an extension of time for completion of the Work because of production lost during suspension.

(i) Acceptability of Insurers

Each such policy shall be from a company or companies with a current A.M. Best's rating of no less than A:VII and authorized to do business in the State of California, or otherwise allowed to place insurance through

surplus line brokers under applicable provisions of the California Insurance Code or any federal law. Any other rating must be approved in writing in accordance with the City.

(j) Claims Made Policies

If coverage is written on a claims-made basis, the retroactive date on such insurance and all subsequent insurance shall coincide or precede the effective date of the initial Contractor's Contract with the City and continuous coverage shall be maintained or an extended reporting period shall be exercised for a period of at least three (3) years from termination or expiration of this Contract.

Upon expiration or termination of coverage of required insurance, Contractor shall procure and submit to City evidence of "tail" coverage or an extended reporting coverage period endorsement for the period of at least three (3) years from the time that all work under this contract is completed.

(k) Insurance for Subcontractors

Contractor shall be responsible for causing Subcontractors to purchase the same types and limits of insurance in compliance with the terms of this Contract/Agreement, including adding the City as an Additional Insured to the Subcontractor's policies.

- 3. Paragraph 17 shall be amended as follows: The City agrees to pay Contractor the sum of Sixteen Dollars and Seventeen Cents (\$16.17) per hour for each hour of crossing guard service provided pursuant to this Agreement.
- 4. Except as provided for herein, all other terms and conditions of Agreement No. 98-73 shall remain in effect.

City of Montclair

By _____
Paul M. Eaton, Mayor

Date _____

ATTEST:

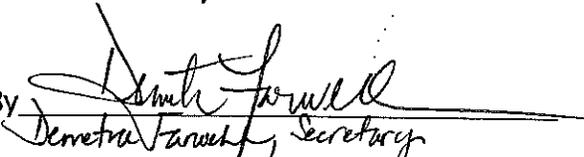
By _____
Yvonne Smith, Deputy City Clerk

Date _____

All City Management Services, Inc.

By 
Baron Farwell, General Manager

Date 8/12/14

By 
Demetra Farwell, Secretary

Date 8/11/14

POLICY NUMBER: PPK1153080
NAMED INSURED: ALL CITY MANAGEMENT SERVICES INC.
EFFECTIVE: 04/01/14 - 04/01/15

COMMERCIAL GENERAL LIABILITY
CG 24 04 05 09

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Person Or Organization:

AS REQUIRED BY WRITTEN CONTRACT

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The following is added to Paragraph 8. **Transfer Of Rights Of Recovery Against Others To Us** of Section IV – Conditions:

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.

PRIMARY AND NON-CONTRIBUTORY WORDING

POLICY NUMBER: PPK1153080

COMMERCIAL
GENERAL LIABILITY

NAMED INSURED: All City Management Services Inc.

EFFECTIVE: 04/01/14 – 04/01/15

CG 20 26 07 04

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – DESIGNATED
PERSON OR ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)
As required by written contract
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

- A. In the performance of your ongoing operations; or
- B. In connection with your premises owned by or rented to you.

Section IV Commercial General Liability Conditions, 4. Other Insurance, a. Primary Insurance is with replaced with the following for this Additional Insured only:

This insurance is primary except when it is excess as provided under part b., below. When this insurance is primary, we will not seek contribution from other insurance available to the person or organization shown in the schedule of this endorsement except for the gross negligence and or willful or wanton misconduct of the person or organization shown in the schedule of this endorsement.

All other terms and conditions remain the same.

CG 20 26 07 04

© ISO Properties, Inc., 2004



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
08/08/2014

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Roberts & Crow, Inc. 12221 Merit Dr. #300 Dallas, TX 75251	CONTACT NAME: PHONE (A/C, No, Ext): (972) 770-4450 FAX (A/C, No): (972) 770-4451 E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE NAIC # INSURER A : American Zurich Insurance Company 40142	
INSURED Trendsetter HR LLC Labor Contractor, for leased workers to: ALL CITY MANAGEMENT SERVICES, INC 2701 Sunset Ridge Drive #4A Rockwall, TX 75032	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

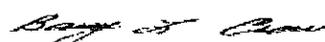
COVERAGES **CERTIFICATE NUMBER:** 14TX033855709 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						EACH OCCURRENCE	\$
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$
							MED EXP (Any one person)	\$
							PERSONAL & ADV INJURY	\$
							GENERAL AGGREGATE	\$
							PRODUCTS - COMPIOP AGG	\$
								\$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident)	\$
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE	\$
							AGGREGATE	\$
								\$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	X	WC 48-41-628-01	06/01/2014	06/01/2015	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER	
							E.L. EACH ACCIDENT	\$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	\$ 1,000,000
				Location Coverage Period:	06/01/2014	06/01/2015	Client#	331371-CA

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
 Coverage is provided for only those employees leased to but not subcontractors of:
ALL CITY MANAGEMENT SERVICES, INC
 10440 PIONEER BLVD STE 5
 SANTA FE SPRINGS, CA 90670

Endorsements: Waiver of Subrogation

CERTIFICATE HOLDER City of Montclair 5111 Benito St. Montclair, CA 91763	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
------------------------------------------------------------------------------------------	------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT - CALIFORNIA

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the schedule (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

You must maintain payroll records accurately segregating the remuneration of your employees while engaged in the work described in the Schedule.

The additional premium for this endorsement shall be \$0 of the California workers' compensation premium otherwise due on such remuneration.

SCHEDULE

Person or Organization	Job Description
IN FAVOR OF: City of Montclair 5111 Benito St. Montclair, CA 91763	

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.
(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective: 08/08/2014 Policy No: WC 48-41-628-01 Endorsement No: .

Insured: Trendsetter HR LLC Labor Contractor, for leased workers to: ALL CITY
MANAGEMENT SERVICES, INC

Insurance Company: American Zurich Insurance Company Countersigned by

WC 04 03 06

Copyright 1983 National Council on Compensation Insurance



AGENDA REPORT

SUBJECT: CONSIDER APPROVAL OF TRACT MAP NOS. 18803-1 AND 18803 LOCATED ON THE NORTH SIDE OF ARROW HIGHWAY EAST OF MONTE VISTA AVENUE

CONSIDER AUTHORIZING TRACT MAP NOS. 18803-1 AND 18803 TO BE RECORDED WITH THE OFFICE OF THE SAN BERNARDINO COUNTY RECORDER

CONSIDER APPROVAL OF AGREEMENT NO. 14-85 WITH MERITAGE HOMES OF CALIFORNIA, INC., A SUBDIVISION AGREEMENT FOR DEVELOPMENT OF TRACT NO. 18803-1, SUBJECT TO CHANGES REQUESTED BY CITY ATTORNEY, IF NECESSARY

CONSIDER APPROVAL OF AGREEMENT NO. 14-86 WITH MERITAGE HOMES OF CALIFORNIA, INC., A SUBDIVISION AGREEMENT FOR DEVELOPMENT OF TRACT NO. 18803, SUBJECT TO CHANGES REQUESTED BY CITY ATTORNEY, IF NECESSARY

DATE: September 2, 2014

SECTION: AGREEMENTS

ITEM NO.: 2

FILE I.D.: LDU600

DEPT.: PUBLIC WORKS

REASON FOR CONSIDERATION: Land subdivisions, including parcel maps and tract maps, are allowed by the Subdivision Map Act subject to City Council approval. Subdivision agreements require City Council approval.

Copies of proposed Agreement Nos. 14-85 and 14-86 are attached for the City Council's review and consideration.

BACKGROUND: Tract Nos. 18803-1 and 18803 are located at the site of the former Western Rock and is within the boundaries of the North Montclair Downtown Specific Plan (NMDSP). Tract No. 18803-1 is a five-lot subdivision of 6.952 acres with 1.175 acres dedicated for public street purposes. Tract No. 18803 is a further subdivision of Lot Nos. 4 and 5 of Tract No. 18803-1 into 30 residential lots and three lettered lots intended for private street purposes. The proposed development is consistent with the NMDSP as adopted by the City Council on May 15, 2006.

Prepared by: *m. scott*

Proofed by: *all my*

Reviewed and Approved by:

Presented by:

[Signature]
[Signature]

The original applicant for this subdivision, Arrow Highway Investments, LLC, sold the development to Meritage Homes of California, Inc. (Meritage) earlier this year. Meritage is developing the project as approved by the Montclair Planning Commission on December 6, 2010. This development includes three numbered lots for condominium purposes and a community center (Lot Nos. 1, 2, and 3 of Tract No. 18803-1), and 30 numbered lots ranging in size from 0.047 acres to 0.073 acres for single-family development (Tract No. 18803). Overall, this development includes the development of 129 residential units.

Timing is of the essence for Meritage. The two maps have been reviewed by the City Engineer and are ready to record. The Subdivision Agreements have also been reviewed by the City Engineer, but the monumentation bond amount required by the Agreement have not been determined as of this writing, nor has the form of subdivision guarantee (bond, cash deposit, letter of credit, securities) been agreed upon. Once the bond amount and form have been determined, the City Attorney will be able to approve the Agreements. Staff is requesting authorization to record the two maps but will not do so until the Agreements have been signed.

FISCAL IMPACT: Approval of Tract Map Nos. 18803-1 and 18803 is likely to create a positive fiscal impact when the property is developed. The development of the property also includes the formation of a community facilities district that is property based and will pay for the maintenance of the public streets, other public facilities, and some public services.

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

1. Approve Tract Map Nos. 18803-1 and 18803 located on the north side of Arrow Highway east of Monte Vista Avenue.
2. Authorize Tract Map Nos. 18803-1 and 18803 to be recorded with the Office of the San Bernardino County Recorder.
3. Approve Agreement No. 14-85 with Meritage Homes of California, Inc., a Subdivision Agreement for the development of Tract No. 18803-1, subject to changes requested by the City Attorney.
4. Approve Agreement No. 14-86 with Meritage Homes of California, Inc., a subdivision Agreement for the development of Tract No. 18803, subject to changes requested by the City Attorney.

SUBDIVISION AGREEMENT

for

TRACT NO. 18803-1

This Agreement, made and entered into by and between the City of Montclair, State of California (hereinafter called "City"), and Meritage Homes of California, Inc., (hereinafter called "Subdivider") on the date signed by the Mayor of the City.

A. RECITALS

(i) City has previously approved a tentative subdivision map for **Tract No. 18803-1** in the City of Montclair;

(ii) Subdivider wants the final subdivision map for **Tract No. 18803-1** recorded with the San Bernardino County Recorder's Office; and

(ii) As a condition of the approval of said tentative subdivision map and authorization for the recording of same, Subdivider is required to enter into an agreement to complete certain improvements as required by Government Code Section 66462.

B. AGREEMENT

It is agreed by and between the parties hereto as follows:

FIRST: Subdivider, for and in consideration of the approval by the City of the final map of that certain land division, or that certain other land development project, known as **Tract No. 18803-1**, agrees, at Subdivider's own expense, to furnish all labor, equipment, and material necessary, and within Eighteen (18) months from the date this Agreement is executed, to perform and complete in a good and workmanlike manner, all of the required improvements in accordance with those improvement plans for said project which have been approved by the City Engineer, and are on file in the office of the City Engineer, and to do all work incidental thereto in accordance with the standards set forth in City ordinances and regulations, and pay all costs of engineering necessary in connection therewith, which are expressly made a part of this Agreement. All of the above required work shall be done under the inspection of and to the satisfaction of the City Engineer, and shall not be deemed complete until approved and accepted as complete by the City. In case of dispute, the good faith judgment of the City Engineer shall be final and binding upon the parties. Subdivider further agrees to guarantee the required improvements for a period of one year following acceptance by the City and during this one-year period to repair and replace, to the satisfaction of the City Engineer, any defective work or labor done or defective materials furnished. Subdivider shall complete the improvements described in this paragraph pursuant to Government Code Section 66462. Subdivider shall also complete any offsite improvements required as a condition of approval and with plans approved by the City Engineer at such time as the City acquires an interest in the land which will permit the improvements to be made,

and the Subdivider waives the 120-day time limitation set forth in Government Code Section 66462.5. The estimated cost of said work and improvements, pursuant to the Preliminary Estimate of Cost labeled Exhibit A attached hereto, is the sum of **TWO MILLION NINETEEN THOUSAND THREE HUNDRED Dollars (\$2,019,300)**.

SECOND: Should Subdivider, or his agents or employees, fail to comply with any of the terms or provisions of this Agreement, or fail to perform satisfactorily any of the provisions of the plans and specifications, the Subdivider shall be in default of this Agreement and shall be liable to City for the reasonable value of any work or improvements not completed or improperly done or performed. In the event of any such default, City shall give to Subdivider written notice thereof. Unless the work or improvements covered by said notice, including defective work and improvements, are commenced by Subdivider within fifteen (15) days of the date of said notice and diligently prosecuted to completion, the City may at its option:

(a) Collect from Subdivider the reasonable value of the work and improvements not so done and performed by Subdivider, to be measured by the anticipated costs and expenses of completing the same; or

(b) City may complete said work and improvements not so completed by Subdivider and collect its costs and expenses in completing the same; or

(c) City may, as to some of such work and improvements, proceed under remedy (a) above, and as to the remainder, under remedy (b) above.

City may change any election prior to trial of any lawsuit, and prior thereto no election of remedies shall be binding upon City. In either event, there shall be included in said "costs and expenses" the reasonable overhead expenses of the City. In addition to the foregoing, Subdivider shall be liable to City for reasonable attorney's fees and court costs incurred by City in enforcing the obligations of Subdivider under this Agreement.

The determination by the City Engineer of the questions as to whether any of the terms of the Agreement or specifications have been violated, or have not been performed satisfactorily, shall be conclusive upon Subdivider, and any and all parties who may have any interest in the Agreement or any portion thereof. The foregoing provisions of this section shall be in addition to all other rights and remedies available to the City under law.

THIRD: Subdivider agrees to pay to the City the actual cost of such inspection of the works and improvements as may be required by the City Engineer. Subdivider further agrees that, if suit is brought upon this Agreement or any bond guaranteeing the completion of the required improvements, all costs and reasonable expenses and fees incurred by the City in successfully enforcing such obligations shall be paid by Subdivider and guaranteed by the surety in addition to the face amount of the security, including reasonable attorney's fees, and that, upon entry of judgment, such costs, expenses and fees shall be taxed as costs and included in any judgment rendered.

FOURTH: City shall not, nor shall any officer or employee of City, except for its or their sole negligence, be liable or responsible for any accident, loss, or damage happening or occurring to the works specified in this Agreement prior to the completion and approval thereof, nor shall City or any officer or employee thereof, be liable for any persons or property injured by reason of the nature of the work, or by reason of the acts or omissions of Subdivider, his/her agents or employees, in the performance of the work, and all of said liabilities are assumed by Subdivider. Subdivider agrees to protect, defend and hold harmless City and the elected and appointed officials, officers, and employees thereof from all loss, liability or claim because of, or arising out of the acts or omissions of Subdivider, his/her agents and employees, in the performance of this Agreement.

FIFTH: The Subdivider hereby grants to the City and/or to any authorized agent or employee of the City, the irrevocable permission to enter upon the lands of the above-referenced land division for the purpose of completing the improvements. This permission shall terminate in the event that the Subdivider has completed the work within the time specified or any extension thereof granted by the City.

SIXTH: Subdivider agrees at all times, up to the completion and acceptance of the improvements by the City, to give good and adequate warning to the traveling public of each and every dangerous condition caused by the construction of the improvements, and to protect the traveling public from such defective or dangerous conditions. The Subdivider shall keep all traveled ways that are a part of, or affected by the construction of this project free and clear of mud, dirt, and debris.

SEVENTH: The Subdivider, his/her agents and employees, shall give notice to the City Engineer at least fifteen (15) days before beginning any work and shall furnish said City Engineer with the identity of the contractors performing the work and other information requested by the City Engineer.

EIGHTH: Subdivider agrees to file with City, prior to the date this Agreement is executed, a good and sufficient improvement security in an amount not less than 100 per cent of the estimated cost of the work and improvements for the faithful performance of the terms and conditions of this Agreement, and good and sufficient security for payment of labor and materials in an amount not less than 100 per cent to secure the claims to which reference is made in Title 15 (commencing with Section 3082) of Part 4 of Division 3 of the Civil Code of the State of California. Subdivider agrees to renew each and every said bond or bonds with good and sufficient sureties or increase the amounts of said bond or bonds, or both, within ten (10) days after being notified by the City Engineer that the sureties or amounts are insufficient. Notwithstanding any other provision herein, if Subdivider fails to take such action as is necessary to comply with said notice, he/she shall be in default of this Agreement unless all required improvements are completed within ninety (90) days of the date on which the City Engineer notified the Subdivider of the insufficiency of the security or the amount of the bonds or both.

In lieu of a bond, Subdivider may either:

(a) Deposit with City the sum of **TWO MILLION NINETEEN THOUSAND THREE HUNDRED Dollars (\$2,019,300)** to guarantee the performance of this Agreement. In choosing this option, Subdivider waives all right to interest on the cash deposit while the same is being held by City; or

(b) Subdivider agrees to deposit with City, in trust, the sum of **TWO MILLION NINETEEN THOUSAND THREE HUNDRED Dollars (\$2,019,300)** in an account at _____ to guarantee the performance of this Agreement. Said account shall read "City of Montclair, as Trustee," and the interest from said account shall be paid to Subdivider.

Subdivider shall increase the sums on deposit and/or in said account within ten (10) days of notification by the City Engineer that the amounts on deposit and/or in said account are insufficient.

In the event of Subdivider's default as set forth herein, the City may utilize the sums on deposit and/or withdraw sums from the above account at its sole discretion to complete the improvements herein.

NINTH: It is further agreed by and between the parties hereto, including the surety or sureties on the bonds securing this Agreement that, in the event it is deemed necessary to extend the time of completion of the work contemplated to be done under this Agreement, extensions of time may be granted by the City from time to time, either at its own option, or upon request of Subdivider, and such extensions shall in no way affect the validity of this Agreement or release the surety or sureties on said bonds. Subdivider further agrees to maintain the aforesaid bonds in full force and effect during the terms of this Agreement, including any extensions of time as may be granted therein.

TENTH: Within thirty-five (35) days after completion of all construction as certified by the City Engineer, the City Council may authorize payment to Subdivider of that portion of said deposit of money held as guarantee for faithful performance or the cancellation of the faithful performance bond. Within six (6) months after completion of all construction as certified by the City Engineer that portion of said deposit held as guarantee for payment for labor and materials or the labor and materials bond may be released, providing that at the end of said six (6) month period there have been no liens or claims filed against this work. However, cash deposits may be withdrawn in twenty-five percent (25%) increments subject to the following provisions:

(a) Partial refunds shall only be made upon written request when improvements which exceed the requested refund by at least ten percent (10%) in cost have been approved and accepted by City. Also, a surety bond guaranteeing payment for all labor and materials will be required before any said refund will be approved.

(b) Refunds will be made providing written request for same is filed with the City Engineer forty (40) working hours before a regular Council meeting.

ELEVENTH:

(a) Subdivider shall neither commence work under this Agreement until he has obtained all insurance required hereunder in a company or companies acceptable to City nor shall Subdivider allow any subcontractor to commence work on a subcontract until all insurance required of the subcontractor has been obtained. Subdivider 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 person) \$1,000,000
(per occurrence) \$2,000,000

Commercial auto liability at least as broad as ISO CA 001:
(per accident) \$1,000,000

Worker's compensation Statutory

(b) All insurance required by this section shall apply on a primary basis. Subdivider agrees that he will not cancel or reduce said insurance coverage. Subdivider agrees that, if he 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 Subdivider's expense, the premium thereon.

At all times during the term of this Agreement, Subdivider shall maintain on file with City a certificate of insurance, in a form acceptable to City showing that the aforesaid policies are in effect in the required amounts. The general liability policy shall contain or be endorsed to contain a provision including the City as additional insured. Subdivider 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.

(c) 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. Subdivider shall furnish City with copies of all such policies.

TWELFTH: It is understood and agreed by the parties hereto that, if any part, term or provision of this Agreement is by the courts held to be unlawful and void, the validity of the remaining portions shall not be affected; and the rights and obligations of

the parties shall be construed and enforced as if the Agreement did not contain the particular part, item or provision held to be invalid.

THIRTEENTH: Any notice or notices required or permitted to be given pursuant to this Agreement shall be served on the other party by mail, postage prepaid, at the following addresses:

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

Subdivider:
Meritage Homes of California, Inc.
1250 Corona Pointe Court, Suite 210
Corona, CA 92879
Attn: Peter Vanek
VP-Development & Forward Planning

IN WITNESS WHEREOF, Subdivider has affixed his name, address and seal.

Date approved by the City: _____

City

By: _____
Mayor

Subdivider

By: _____
Peter Vanek
VP-Development & Forward Planning

ATTEST:

By: _____
Deputy City Clerk

By: _____

**APPROVED AS TO FORM:
CITY ATTORNEY**

(Print Name/Title)

By: _____
Diane Robbins
City Attorney

Date: _____

NOTE: TWO SIGNATURES ARE REQUIRED FOR CORPORATIONS UNLESS CORPORATE DOCUMENTS ARE PROVIDED THAT INDICATE OTHERWISE.

STATE OF CALIFORNIA)
COUNTY OF

) ss.

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

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

WITNESS my hand and official seal.

Notary Public in and for
said County and State

STATE OF CALIFORNIA)
COUNTY OF

) ss.

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

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

WITNESS my hand and official seal.

Notary Public in and for
said County and State

BOND FOR FAITHFUL PERFORMANCE

(Subdivision Agreement)

Whereas, the **CITY COUNCIL OF THE CITY OF MONTCLAIR**, State of California, and **MERITAGE HOMES OF CALIFORNIA, INC.**, (hereinafter designated as "principal") have entered into an agreement whereby principal agrees to install and complete certain designated public improvements, which said agreement, dated _____, 2014, and identified as Tract No. 18803-1, is hereby referred to and made a part hereof; and

Whereas, said principal is required under the terms of said agreement to furnish a bond for the faithful performance of said agreement.

Now, therefore, we, the principal and _____, as surety, are held and firmly bound unto the **CITY OF MONTCLAIR**, hereinafter called ("**CITY**"), in the penal sum of **TWO MILLION NINETEEN THOUSAND THREE HUNDRED Dollars (\$2,019,300)** lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, successors, executors and administrators, jointly and severally, firmly by these presents.

The condition of this obligation is such that if the above bounded principal, his or its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions and provisions in the said agreement and any alteration thereof made as therein provided, on his or their part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify and save harmless **CITY**, its officers, agents and employees, as therein stipulated, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect. As part of the obligation secured hereby and in addition to the face amount specified therefor, there shall be included costs and reasonable expenses and fees, including reasonable attorney's fees, incurred by **CITY** in successfully enforcing such obligation, all to be taxed as costs and included in any judgment rendered.

The surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the agreement or to the work to be performed thereunder or the specifications accompanying the same shall in anywise affect its obligations on this bond, and it does hereby waive notice of any change, extension of time, alteration or addition to the terms of the agreement or to the work or to the specifications.

In witness whereof, this instrument has been duly executed by the principal and surety above named, on _____, 2014.

SURETY _____ PRINCIPAL _____

(SEAL) (SEAL)

STATE OF CALIFORNIA)
COUNTY OF

) ss.

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

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

WITNESS my hand and official seal.

Notary Public in and for
said County and State

STATE OF CALIFORNIA)
COUNTY OF

) ss.

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

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

WITNESS my hand and official seal.

Notary Public in and for
said County and State

LABOR AND MATERIAL BOND

(Subdivision Agreement)

Whereas, the **CITY COUNCIL OF THE CITY OF MONTCLAIR**, State of California, and **MERITAGE HOMES OF CALIFORNIA, INC.**, (hereinafter designated as "principal") have entered into an agreement whereby principal agrees to install and complete certain designated public improvements which said agreement, dated _____, 2014, and identified as Tract No. 18803-1, is hereby referred to and made a part hereof; and

Whereas, under the terms of said agreement, principal is required before entering upon the performance of the work, to file a good and sufficient payment bond with the City of Montclair to secure the claims to which reference is made in Title 15 (commencing with Section 3082) of Part 4 of Division 3 of the Civil Code of the State of California.

Now, therefore, said principal and the undersigned as corporate surety, are held firmly bound unto the **CITY OF MONTCLAIR** and all contractors, subcontractors, laborers, material men and other persons employed in the performance of the aforesaid agreement and referred to in the aforesaid Civil Code in the sum of **TWO MILLION NINETEEN THOUSAND THREE HUNDRED Dollars (\$2,019,300)**, for materials furnished or labor thereon of any kind, or for amounts due under the Unemployment Insurance Act with respect to such work or labor, that said surety will pay the same in an amount not exceeding the amount hereinabove set forth, and also in case suit is brought upon this bond, will pay, in addition to the face amount thereof, costs and reasonable expenses and fees, including reasonable attorney's fees, incurred by **CITY** in successfully enforcing such obligation, to be awarded and fixed by the court, and to be taxed as costs and to be included in the judgment therein rendered.

It is hereby expressly stipulated and agreed that this bond shall inure to the benefit of any and all persons, companies and corporations entitled to file claims under Title 15 (commencing with Section 3082) of Part 4 of Division 3 of the Civil Code, so as to give a right of action to them or their assigns in any suit brought upon this bond.

Should the condition of this bond be fully performed, then this obligation shall become null and void, otherwise it shall be and remain in full force and effect.

The surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of said agreement or the specifications accompanying the same shall in any manner affect its obligations on this bond, and it does hereby waive notice of any such change, extension, alteration or addition.

In witness whereof, this instrument has been duly executed by the principal surety above named, on _____, 2014.

SURETY _____ **PRINCIPAL** _____

(SEAL) (SEAL)

STATE OF CALIFORNIA)
COUNTY OF

) ss.

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

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

WITNESS my hand and official seal.

Notary Public in and for
said County and State

STATE OF CALIFORNIA)
COUNTY OF

) ss.

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

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

WITNESS my hand and official seal.

Notary Public in and for
said County and State

MONUMENT BOND

(Subdivision Agreement)

Whereas, the **CITY COUNCIL OF THE CITY OF MONTCLAIR**, State of California, (hereinafter designated as "City"), and **MERITAGE HOMES OF CALIFORNIA, INC.**, (hereinafter designated as "Principal") have entered into an agreement whereby Principal agrees to install certain improvements for Tract No. 18803-1; and

Whereas, under the terms of said agreement, Principal is required to set or caused to be set certain survey monuments and centerline points.

Now, therefore, said Principal and the undersigned as corporate surety, are held firmly bound unto City, and

FIRST: Principal hereby agrees at Principal's own cost and expense, to furnish all labor, material, and equipment necessary to perform and complete, within one year from the date hereof, in a good and workmanlike manner the setting of survey monuments and centerline points and furnishing to the City Engineer of said City centerline tie notes for said points according to the applicable Ordinances of said City.

SECOND: That it is further agreed that said Principal has filed a good and sufficient bond or posted cash with said City in the amount of [SUM WRITTEN OUT] (\$ZZZZ) to guarantee the faithful performance of this agreement.

THIRD: That it is further agreed by and between City and Principal, including the Surety or Sureties on the bonds attached hereto, that in the event it is deemed necessary to extend the time of completion of the work contemplated to be done under this agreement, said extension may be granted by City and shall in no way affect the validity of this agreement or release the surety or sureties on the bonds attached hereto.

FOURTH: That it is further agreed that if the Principal fails to obtain completion of the work within the time specified or extensions thereof, City may upon written notice to the Principal and surety or sureties, cease and terminate this agreement. In the event of such termination, the surety or sureties shall have the right to take over and complete the work, provided that if the surety or sureties do not commence performance within ten days following written notice from City of such termination, City may complete the work by any means it may deem advisable at the expense of Principal and surety or sureties, and in such event, City without liability for so doing, may take possession of and utilize in completion said work such materials, equipment and other property belonging to Principal as may be on the site of the work and necessary therefor.

In witness whereof, this instrument has been duly executed by the principal surety above named, on _____, 2014.

SURETY _____ PRINCIPAL _____

(SEAL) (SEAL)

STATE OF CALIFORNIA)
COUNTY OF

) ss.

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

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

WITNESS my hand and official seal.

Notary Public in and for
said County and State

STATE OF CALIFORNIA)
COUNTY OF

) ss.

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

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

WITNESS my hand and official seal.

Notary Public in and for
said County and State

SUBDIVISION AGREEMENT

for

TRACT NO. 18803

This Agreement, made and entered into by and between the City of Montclair, State of California (hereinafter called "City"), and Meritage Homes of California, Inc., (hereinafter called "Subdivider") on the date signed by the Mayor of the City.

A. RECITALS

(i) City has previously approved a tentative subdivision map for **Tract No. 18803** in the City of Montclair;

(ii) Subdivider wants the final subdivision map for **Tract No. 18803** recorded with the San Bernardino County Recorder's Office; and

(ii) As a condition of the approval of said tentative subdivision map and authorization for the recording of same, Subdivider is required to enter into an agreement to complete certain improvements as required by Government Code Section 66462.

B. AGREEMENT

It is agreed by and between the parties hereto as follows:

FIRST: Subdivider, for and in consideration of the approval by the City of the final map of that certain land division, or that certain other land development project, known as **Tract No. 18803**, agrees, at Subdivider's own expense, to furnish all labor, equipment, and material necessary, and within Eighteen (18) months from the date this Agreement is executed, to perform and complete in a good and workmanlike manner, all of the required improvements in accordance with those improvement plans for said project which have been approved by the City Engineer, and are on file in the office of the City Engineer, and to do all work incidental thereto in accordance with the standards set forth in City ordinances and regulations, and pay all costs of engineering necessary in connection therewith, which are expressly made a part of this Agreement. All of the above required work shall be done under the inspection of and to the satisfaction of the City Engineer, and shall not be deemed complete until approved and accepted as complete by the City. In case of dispute, the good faith judgment of the City Engineer shall be final and binding upon the parties. Subdivider further agrees to guarantee the required improvements for a period of one year following acceptance by the City and during this one-year period to repair and replace, to the satisfaction of the City Engineer, any defective work or labor done or defective materials furnished. Subdivider shall complete the improvements described in this paragraph pursuant to Government Code Section 66462. Subdivider shall also complete any offsite improvements required as a condition of approval and with plans approved by the City Engineer at such time as the City acquires an interest in the land which will permit the

improvements to be made, and the Subdivider waives the 120-day time limitation set forth in Government Code Section 66462.5. The estimated cost of said work and improvements, pursuant to the Preliminary Estimate of Cost labeled Exhibit A attached hereto, is the sum of SEVENTY SIX THOUSAND THREE HUNDRED Dollars (\$76,300).

SECOND: Should Subdivider, or his agents or employees, fail to comply with any of the terms or provisions of this Agreement, or fail to perform satisfactorily any of the provisions of the plans and specifications, the Subdivider shall be in default of this Agreement and shall be liable to City for the reasonable value of any work or improvements not completed or improperly done or performed. In the event of any such default, City shall give to Subdivider written notice thereof. Unless the work or improvements covered by said notice, including defective work and improvements, are commenced by Subdivider within fifteen (15) days of the date of said notice and diligently prosecuted to completion, the City may at its option:

(a) Collect from Subdivider the reasonable value of the work and improvements not so done and performed by Subdivider, to be measured by the anticipated costs and expenses of completing the same; or

(b) City may complete said work and improvements not so completed by Subdivider and collect its costs and expenses in completing the same; or

(c) City may, as to some of such work and improvements, proceed under remedy (a) above, and as to the remainder, under remedy (b) above.

City may change any election prior to trial of any lawsuit, and prior thereto no election of remedies shall be binding upon City. In either event, there shall be included in said "costs and expenses" the reasonable overhead expenses of the City. In addition to the foregoing, Subdivider shall be liable to City for reasonable attorney's fees and court costs incurred by City in enforcing the obligations of Subdivider under this Agreement.

The determination by the City Engineer of the questions as to whether any of the terms of the Agreement or specifications have been violated, or have not been performed satisfactorily, shall be conclusive upon Subdivider, and any and all parties who may have any interest in the Agreement or any portion thereof. The foregoing provisions of this section shall be in addition to all other rights and remedies available to the City under law.

THIRD: Subdivider agrees to pay to the City the actual cost of such inspection of the works and improvements as may be required by the City Engineer. Subdivider further agrees that, if suit is brought upon this Agreement or any bond guaranteeing the completion of the required improvements, all costs and reasonable expenses and fees incurred by the City in successfully enforcing such obligations shall be paid by Subdivider and guaranteed by the surety in addition to the face amount of the security, including reasonable attorney's fees, and that, upon entry of judgment, such costs, expenses and fees shall be taxed as costs and included in any judgment rendered.

FOURTH: City shall not, nor shall any officer or employee of City, except for its or their sole negligence, be liable or responsible for any accident, loss, or damage happening or occurring to the works specified in this Agreement prior to the completion and approval thereof, nor shall City or any officer or employee thereof, be liable for any persons or property injured by reason of the nature of the work, or by reason of the acts or omissions of Subdivider, his/her agents or employees, in the performance of the work, and all of said liabilities are assumed by Subdivider. Subdivider agrees to protect, defend and hold harmless City and the elected and appointed officials, officers, and employees thereof from all loss, liability or claim because of, or arising out of the acts or omissions of Subdivider, his/her agents and employees, in the performance of this Agreement.

FIFTH: The Subdivider hereby grants to the City and/or to any authorized agent or employee of the City, the irrevocable permission to enter upon the lands of the above-referenced land division for the purpose of completing the improvements. This permission shall terminate in the event that the Subdivider has completed the work within the time specified or any extension thereof granted by the City.

SIXTH: Subdivider agrees at all times, up to the completion and acceptance of the improvements by the City, to give good and adequate warning to the traveling public of each and every dangerous condition caused by the construction of the improvements, and to protect the traveling public from such defective or dangerous conditions. The Subdivider shall keep all traveled ways that are a part of, or affected by the construction of this project free and clear of mud, dirt, and debris.

SEVENTH: The Subdivider, his/her agents and employees, shall give notice to the City Engineer at least fifteen (15) days before beginning any work and shall furnish said City Engineer with the identity of the contractors performing the work and other information requested by the City Engineer.

EIGHTH: Subdivider agrees to file with City, prior to the date this Agreement is executed, a good and sufficient improvement security in an amount not less than 100 per cent of the estimated cost of the work and improvements for the faithful performance of the terms and conditions of this Agreement, and good and sufficient security for payment of labor and materials in an amount not less than 100 per cent to secure the claims to which reference is made in Title 15 (commencing with Section 3082) of Part 4 of Division 3 of the Civil Code of the State of California. Subdivider agrees to renew each and every said bond or bonds with good and sufficient sureties or increase the amounts of said bond or bonds, or both, within ten (10) days after being notified by the City Engineer that the sureties or amounts are insufficient. Notwithstanding any other provision herein, if Subdivider fails to take such action as is necessary to comply with said notice, he/she shall be in default of this Agreement unless all required improvements are completed within ninety (90) days of the date on which the City Engineer notified the Subdivider of the insufficiency of the security or the amount of the bonds or both.

In lieu of a bond, Subdivider may either:

(a) Deposit with City the sum of SEVENTY SIX THOUSAND THREE HUNDRED Dollars (\$76,300) to guarantee the performance of this Agreement. In choosing this option, Subdivider waives all right to interest on the cash deposit while the same is being held by City; or

(b) Subdivider agrees to deposit with City, in trust, the sum of SEVENTY SIX THOUSAND THREE HUNDRED Dollars (\$76,300) in an account at _____ to guarantee the performance of this Agreement. Said account shall read "City of Montclair, as Trustee," and the interest from said account shall be paid to Subdivider.

Subdivider shall increase the sums on deposit and/or in said account within ten (10) days of notification by the City Engineer that the amounts on deposit and/or in said account are insufficient.

In the event of Subdivider's default as set forth herein, the City may utilize the sums on deposit and/or withdraw sums from the above account at its sole discretion to complete the improvements herein.

NINTH: It is further agreed by and between the parties hereto, including the surety or sureties on the bonds securing this Agreement that, in the event it is deemed necessary to extend the time of completion of the work contemplated to be done under this Agreement, extensions of time **may** be granted by the City from time to time, either at its own option, or upon request of Subdivider, and such extensions shall in no way affect the validity of this Agreement or release the surety or sureties on said bonds. Subdivider further agrees to maintain the aforesaid bonds in full force and effect during the terms of this Agreement, including any extensions of time as may be granted therein.

TENTH: Within thirty-five (35) days after completion of all construction as certified by the City Engineer, the City Council may authorize payment to Subdivider of that portion of said deposit of money held as guarantee for faithful performance or the cancellation of the faithful performance bond. Within six (6) months after completion of all construction as certified by the City Engineer that portion of said deposit held as guarantee for payment for labor and materials or the labor and materials bond may be released, providing that at the end of said six (6) month period there have been no liens or claims filed against this work. However, cash deposits may be withdrawn in twenty-five percent (25%) increments subject to the following provisions:

(a) Partial refunds shall only be made upon written request when improvements which exceed the requested refund by at least ten percent (10%) in cost have been approved and accepted by City. Also, a surety bond guaranteeing payment for all labor and materials will be required before any said refund will be approved.

(b) Refunds will be made providing written request for same is filed with the City Engineer forty (40) working hours before a regular Council meeting.

ELEVENTH:

(a) Subdivider shall neither commence work under this Agreement until he has obtained all insurance required hereunder in a company or companies acceptable to City nor shall Subdivider allow any subcontractor to commence work on a subcontract until all insurance required of the subcontractor has been obtained. Subdivider 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 person) \$1,000,000
(per occurrence) \$2,000,000

Commercial auto liability at least as broad as ISO CA 001:
(per accident) \$1,000,000

Worker's compensation Statutory

(b) All insurance required by this section shall apply on a primary basis. Subdivider agrees that he will not cancel or reduce said insurance coverage. Subdivider agrees that, if he 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 Subdivider's expense, the premium thereon.

At all times during the term of this Agreement, Subdivider shall maintain on file with City a certificate of insurance, in a form acceptable to City showing that the aforesaid policies are in effect in the required amounts. The general liability policy shall contain or be endorsed to contain a provision including the City as additional insured. Subdivider 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.

(c) 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. Subdivider shall furnish City with copies of all such policies.

TWELFTH: It is understood and agreed by the parties hereto that, if any part, term or provision of this Agreement is by the courts held to be unlawful and void, the validity of the remaining portions shall not be affected; and the rights and obligations of

the parties shall be construed and enforced as if the Agreement did not contain the particular part, item or provision held to be invalid.

THIRTEENTH: Any notice or notices required or permitted to be given pursuant to this Agreement shall be served on the other party by mail, postage prepaid, at the following addresses:

City:

Michael C. Hudson, City Engineer
City of Montclair
5111 Benito
Montclair, CA 91763

Subdivider:

Meritage Homes of California, Inc.
1250 Corona Pointe Court, Suite 210
Corona, CA 92879
Attn: Peter Vanek
VP-Development & Forward Planning

IN WITNESS WHEREOF, Subdivider has affixed his name, address and seal.

Date approved by the City: _____

City

By: _____
Mayor

Subdivider

By: _____
Peter Vanek
VP-Development & Forward Planning

ATTEST:

By: _____
Deputy City Clerk

By: _____

**APPROVED AS TO FORM:
CITY ATTORNEY**

(Print Name/Title)

By: _____
Diane Robbins
City Attorney

Date: _____

NOTE: TWO SIGNATURES ARE REQUIRED FOR CORPORATIONS UNLESS CORPORATE DOCUMENTS ARE PROVIDED THAT INDICATE OTHERWISE.

STATE OF CALIFORNIA)
COUNTY OF

) ss.

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

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

WITNESS my hand and official seal.

Notary Public in and for
said County and State

STATE OF CALIFORNIA)
COUNTY OF

) ss.

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

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

WITNESS my hand and official seal.

Notary Public in and for
said County and State

BOND FOR FAITHFUL PERFORMANCE

(Subdivision Agreement)

Whereas, the **CITY COUNCIL OF THE CITY OF MONTCLAIR**, State of California, and **MERITAGE HOMES OF CALIFORNIA, INC.**, (hereinafter designated as "principal") have entered into an agreement whereby principal agrees to install and complete certain designated public improvements, which said agreement, dated _____, 2014, and identified as Tract No. 18803, is hereby referred to and made a part hereof; and

Whereas, said principal is required under the terms of said agreement to furnish a bond for the faithful performance of said agreement.

Now, therefore, we, the principal and _____, as surety, are held and firmly bound unto the **CITY OF MONTCLAIR**, hereinafter called ("**CITY**"), in the penal sum of **SEVENTY SIX THOUSAND THREE HUNDRED Dollars (\$76,300)** lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, successors, executors and administrators, jointly and severally, firmly by these presents.

The condition of this obligation is such that if the above bounded principal, his or its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions and provisions in the said agreement and any alteration thereof made as therein provided, on his or their part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify and save harmless **CITY**, its officers, agents and employees, as therein stipulated, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect. As part of the obligation secured hereby and in addition to the face amount specified therefor, there shall be included costs and reasonable expenses and fees, including reasonable attorney's fees, incurred by **CITY** in successfully enforcing such obligation, all to be taxed as costs and included in any judgment rendered.

The surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the agreement or to the work to be performed thereunder or the specifications accompanying the same shall in anywise affect its obligations on this bond, and it does hereby waive notice of any change, extension of time, alteration or addition to the terms of the agreement or to the work or to the specifications.

In witness whereof, this instrument has been duly executed by the principal and surety above named, on _____, 2014.

SURETY _____ **PRINCIPAL** _____

(SEAL) (SEAL)

STATE OF CALIFORNIA)
COUNTY OF

) ss.

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

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

WITNESS my hand and official seal.

Notary Public in and for
said County and State

STATE OF CALIFORNIA)
COUNTY OF

) ss.

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

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

WITNESS my hand and official seal.

Notary Public in and for
said County and State

In witness whereof, this instrument has been duly executed by the principal surety above named, on _____, 2014.

SURETY _____ PRINCIPAL _____

(SEAL) (SEAL)

STATE OF CALIFORNIA)
COUNTY OF

) ss.

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

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

WITNESS my hand and official seal.

Notary Public in and for
said County and State

STATE OF CALIFORNIA)
COUNTY OF

) ss.

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

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

WITNESS my hand and official seal.

Notary Public in and for
said County and State

MONUMENT BOND

(Subdivision Agreement)

Whereas, the **CITY COUNCIL OF THE CITY OF MONTCLAIR**, State of California, (hereinafter designated as "City"), and **MERITAGE HOMES OF CALIFORNIA, INC.**, (hereinafter designated as "Principal") have entered into an agreement whereby Principal agrees to install certain improvements for Tract No. 18803; and

Whereas, under the terms of said agreement, Principal is required to set or caused to be set certain survey monuments and centerline points.

Now, therefore, said Principal and the undersigned as corporate surety, are held firmly bound unto City, and

FIRST: Principal hereby agrees at Principal's own cost and expense, to furnish all labor, material, and equipment necessary to perform and complete, within one year from the date hereof, in a good and workmanlike manner the setting of survey monuments and centerline points and furnishing to the City Engineer of said City centerline tie notes for said points according to the applicable Ordinances of said City.

SECOND: That it is further agreed that said Principal has filed a good and sufficient bond or posted cash with said City in the amount of **[SUM WRITTEN OUT] (\$ZZZZ)** to guarantee the faithful performance of this agreement.

THIRD: That it is further agreed by and between City and Principal, including the Surety or Sureties on the bonds attached hereto, that in the event it is deemed necessary to extend the time of completion of the work contemplated to be done under this agreement, said extension may be granted by City and shall in no way affect the validity of this agreement or release the surety or sureties on the bonds attached hereto.

FOURTH: That it is further agreed that if the Principal fails to obtain completion of the work within the time specified or extensions thereof, City may upon written notice to the Principal and surety or sureties, cease and terminate this agreement. In the event of such termination, the surety or sureties shall have the right to take over and complete the work, provided that if the surety or sureties do not commence performance within ten days following written notice from City of such termination, City may complete the work by any means it may deem advisable at the expense of Principal and surety or sureties, and in such event, City without liability for so doing, may take possession of and utilize in completion said work such materials, equipment and other property belonging to Principal as may be on the site of the work and necessary therefor.

In witness whereof, this instrument has been duly executed by the principal surety above named, on _____, 2014.

SURETY _____ **PRINCIPAL** _____

(SEAL) (SEAL)

STATE OF CALIFORNIA)
COUNTY OF

) ss.

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

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

WITNESS my hand and official seal.

Notary Public in and for
said County and State

STATE OF CALIFORNIA)
COUNTY OF

) ss.

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

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

WITNESS my hand and official seal.

Notary Public in and for
said County and State

AGENDA REPORT

SUBJECT: CONSIDER APPROVAL OF AGREEMENT
NUMBER 14-87 WITH THE CALIFORNIA
OFFICE OF TRAFFIC SAFETY FOR
ACCEPTANCE OF A SELECTIVE TRAFFIC
ENFORCEMENT PROGRAM GRANT

DATE: September 2, 2014

SECTION: AGREEMENTS

ITEM NO.: 3

FILE I.D.: PDT905

DEPT.: POLICE

REASON FOR CONSIDERATION: The City Council is requested to consider approval of Agreement No. 14-87 with the California Office of Traffic Safety for acceptance of the Federal Fiscal Year 2014-15 Selective Traffic Enforcement Program (STEP) grant. The program is designed to reduce traffic-related deaths and injuries through directed traffic enforcement operations, provide educational programs, and promote awareness campaigns that deter impaired and distracted driving.

A copy of proposed Agreement No. 14-87 is attached for the City Council's review and consideration. A copy of the grant proposal is included as an insert in the City Council's agenda packets.

BACKGROUND: The Police Department recently received notification from OTS that its application for funding a traffic safety program was approved in the amount of \$145,052. Participation in the grant program would require the City to pay the initial costs for personnel overtime, equipment, and incidentals and invoice OTS for reimbursement of all costs incurred during the grant period of October 1, 2014, through September 30, 2015.

Acceptance of the grant agreement would enable the Police Department to field the second of two motor officer assignments and accomplish the goals and objectives established for the Department's Traffic Safety Division, implementation of which was authorized by the City Council on July 21, 2014. The funded strategies of STEP include, but are not limited to, training of sworn personnel in impaired driving enforcement and drug recognition; DUI checkpoints and saturation patrols; distracted driving enforcement; educational presentations; and implementation of public awareness campaigns designed to educate the public on occupant protection, pedestrian and bicycle safety, and the dangers of impaired and distracted driving.

Through grant funding, the Police Department would purchase a motorcycle and emergency equipment, educational activity books, bicycle safety equipment, and car and booster seats, all of which would be reimbursed through the grant.

FISCAL IMPACT: If approved, the City would be required to pay the initial costs of personnel overtime, equipment, and incidentals and request reimbursement from OTS for

Prepared by:

Judy B...

Reviewed and
Approved by:

[Signature]

Proofed by:

Sharon Appian

Presented by:

[Signature]

all expenses incurred up to \$145,052. Funding for grant program expenses would be appropriated in Safety Department Grant Fund 1163.

RECOMMENDATION: Staff recommends the City Council approve Agreement No. 14-87 with the California Office of Traffic Safety for acceptance of a Selective Traffic Enforcement Program grant.

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Failure to comply with applicable Federal statutes, regulations, and directives may subject Grantee Agency officials to civil or criminal penalties and/or place the State in a high risk grantee status in accordance with 49 CFR §18.12.

The officials named on the Grant Agreement, certify by way of signature on the Grant Agreement signature page, that the Grantee Agency complies with all applicable Federal statutes, regulations, and directives and State rules, guidelines, policies and laws in effect with respect to the periods for which it receives grant funding. Applicable provisions include, but are not limited to, the following:

- 23 U.S.C. Chapter 4 - Highway Safety Act of 1966, as amended
- 49 CFR Part 18 - Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments
- 23 CFR Chapter II - (§§1200, 1205, 1206, 1250, 1251, & 1252) Regulations governing highway safety programs
- NHTSA Order 462-6C - Matching Rates for State and Community Highway Safety Programs
- Highway Safety Grant Funding Policy for Field-Administered Grants

NONDISCRIMINATION

The Grantee Agency will comply with all Federal statutes and implementing regulations relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (88), which prohibits discrimination on the basis of race, color or national origin (and 49 CFR Part 21); (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. 1681-1683 and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), and the Americans with Disabilities Act of 1990 (101), as amended (42 U.S.C. 12101, et seq.), which prohibits discrimination on the basis of disabilities (and 49 CFR Part 27); (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. 6101-6107), which prohibits discrimination on the basis of age; (e) the Civil Rights Restoration Act of 1987 (100), which requires Federal-aid recipients and all subrecipients to prevent discrimination and ensure nondiscrimination in all of their programs and activities; (f) the Drug Abuse Office and Treatment Act of 1972 (92), as amended, relating to nondiscrimination on the basis of drug abuse; (g) the comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (91), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (h) Sections 523 and 527 of the Public Health Service Act of 1912, as amended (42 U.S.C. 290dd-3 and 290ee-3), relating to confidentiality of alcohol and drug abuse patient records; (i) Title VIII of the Civil Rights Act of 1968, as amended (42 U.S.C. 3601, et seq.), relating to nondiscrimination in the sale, rental or financing of housing; (j) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and (k) the requirements of any other nondiscrimination statute(s) which may apply to the application.

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BUY AMERICA ACT

The Grantee Agency will comply with the provisions of the Buy America Act (49 U.S.C. 5323(j)), which contains the following requirements:

Only steel, iron and manufactured products produced in the United States may be purchased with Federal funds unless the Secretary of Transportation determines that such domestic purchases would be inconsistent with the public interest, that such materials are not reasonably available and of a satisfactory quality, or that inclusion of domestic materials will increase the cost of the overall project contract by more than 25 percent. Clear justification for the purchase of non-domestic items must be in the form of a waiver request submitted to and approved by the Secretary of Transportation.

POLITICAL ACTIVITY (HATCH ACT)

The Grantee Agency will comply with provisions of the Hatch Act (5 U.S.C. 1501-1508) which limits the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

CERTIFICATION REGARDING FEDERAL LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all sub-award at all tiers (including subcontracts, subgrants, and contracts under grant, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

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RESTRICTION ON STATE LOBBYING

None of the funds under this program will be used for any activity specifically designed to urge or influence a State or local legislator to favor or oppose the adoption of any specific legislative proposal pending before any State or local legislative body. Such activities include both direct and indirect (e.g., "grassroots") lobbying activities, with one exception. This does not preclude a State official whose salary is supported with NHTSA funds from engaging in direct communications with State or local legislative officials, in accordance with customary State practice, even if such communications urge legislative officials to favor or oppose the adoption of a specific pending legislative proposal.

CERTIFICATION REGARDING DEBARMENT AND SUSPENSION**Instructions for Primary Certification**

1. By signing and submitting this Grant Agreement, the Grantee Agency official is providing the certification set out below.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the Grantee Agency official to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the Grantee Agency official knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.
4. The prospective primary participant shall provide immediate written notice to the department or agency to which this Grant Agreement is submitted if at any time the Grantee Agency official learns its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms *covered transaction*, *debarred*, *suspended*, *ineligible*, *lower tier covered transaction*, *participant*, *person*, *primary covered transaction*, *principal*, *Grant Agreement*, and *voluntarily excluded*, as used in this clause, have the meaning set out in the Definitions and coverage sections of 49 CFR Part 29. You may contact the department or agency to which this Grant Agreement is being submitted for assistance in obtaining a copy of those regulations.
6. The Grantee Agency official agrees by submitting this Grant Agreement that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR Part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

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7. The Grantee Agency official further agrees by submitting this Grant Agreement that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR Part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the list of Parties Excluded from Federal Procurement and Non-procurement Programs.
9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR Part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

Certification Regarding Debarment, Suspension, and Other Responsibility Matters-Primary Covered Transactions

- (1) The Grantee Agency official certifies to the best of its knowledge and belief, that its principals:
 - (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency;
 - (b) Have not within a three-year period preceding this Grant Agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of record, making false statements, or receiving stolen property;
 - (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or Local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
 - (d) Have not within a three-year period preceding this application/Grant Agreement had one or more public transactions (Federal, State, or local) terminated for cause or default.
- (2) Where the Grantee Agency official is unable to certify to any of the Statements in this certification, such prospective participant shall attach an explanation to this Grant Agreement.

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Instructions for Lower Tier Certification

1. By signing and submitting this Grant Agreement, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this Grant Agreement is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms *covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, Grant Agreement, and voluntarily excluded*, as used in this clause, have the meanings set out in the Definition and Coverage sections of 49 CFR Part 29. You may contact the person to whom this Grant Agreement is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this Grant Agreement that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR Part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this Grant Agreement that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions. (See below)
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR Part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Non-procurement Programs.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR Part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from

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participation in this transaction, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Lower Tier Covered Transactions

1. The prospective lower tier participant certifies, by submission of this grant agreement, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this grant agreement.

SCHEDULE B
 DETAILED BUDGET ESTIMATE
 GRANT NO. PT15133

FUND NUMBER	CATALOG NUMBER (CFDA)	FUND DESCRIPTION		TOTAL AMOUNT
164 AL	20.608	Minimum penalties for repeat offenders for driving while intoxicated		\$ 36,183.00
402 PT	20.600	State and community highway safety		\$ 108,869.00
COST CATEGORY		FISCAL YEAR ESTIMATES		TOTAL COST TO GRANT
		CFDA	FY-1 10/1/14 - 9/30/15	
A. PERSONNEL COSTS				
Positions and Salaries				
<u>Overtime</u>				
DUI Checkpoints	20.608	\$	22,378.00	\$ 22,378.00
DUI Saturation Patrol Operations	20.608	\$	6,853.00	\$ 6,853.00
Warrant Service Operations	20.608	\$	5,646.00	\$ 5,646.00
Benefits @ 1.45%	20.608	\$	506.00	\$ 506.00
Traffic Enforcement Operations	20.600	\$	5,558.00	\$ 5,558.00
Distracted Driving Enforcement Operations	20.600	\$	5,140.00	\$ 5,140.00
Motorcycle Safety Enforcement Operations	20.600	\$	1,713.00	\$ 1,713.00
Night-time Click It or Ticket	20.600	\$	1,713.00	\$ 1,713.00
Pedestrian Safety Enforcement Operations	20.600	\$	3,212.00	\$ 3,212.00
Occupant Protection Educational Presentations	20.600	\$	4,283.00	\$ 4,283.00
Pedestrian / Bicycle Educational Presentations	20.600	\$	5,140.00	\$ 5,140.00
Benefits @ 1.45%	20.600	\$	388.00	\$ 388.00
Category Sub-Total			\$ 62,530.00	\$ 62,530.00
B. TRAVEL EXPENSE				
In-State	20.600	\$	7,100.00	\$ 7,100.00
Category Sub-Total			\$ 7,100.00	\$ 7,100.00
C. CONTRACTUAL SERVICES				
None		\$	-	\$ -
Category Sub-Total			\$ -	\$ -
D. EQUIPMENT				
Police Motorcycle	20.600	\$	33,914.00	\$ 33,914.00
Category Sub-Total			\$ 33,914.00	\$ 33,914.00
E. OTHER DIRECT COSTS				
Bicycle Helmets	20.600	\$	14,300.00	\$ 14,300.00
Bicycle Safety Equipment	20.600	\$	12,300.00	\$ 12,300.00
Child Passenger Safety Seats	20.600	\$	10,900.00	\$ 10,900.00
Educational Materials	20.600	\$	450.00	\$ 450.00
Motorcycle Helmet	20.600	\$	758.00	\$ 758.00
Printing/Duplication	20.600	\$	2,000.00	\$ 2,000.00
Phlebotomist	20.608	\$	800.00	\$ 800.00
Category Sub-Total			\$ 41,508.00	\$ 41,508.00
F. INDIRECT COSTS				
None		\$	-	\$ -
Category Sub-Total			\$ -	\$ -

SCHEDULE B
DETAILED BUDGET ESTIMATE
GRANT NO. PT15133

GRANT TOTAL	\$ 145,052.00	\$ 145,052.00
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SCHEDULE B-1
GRANT NO. PT15133

BUDGET NARRATIVE

PERSONNEL COSTS

Overtime

Overtime for grant funded law enforcement operations may be conducted by personnel such as a Lieutenant, Sergeant, Corporal, Deputy, Officer, Community Services Officer, Dispatcher, etc., depending on the titles used by the agency and the grantees overtime policy. Personnel will be deployed as needed to accomplish the grant goals and objectives.

Costs are estimated based on an overtime hourly rate range of \$ 12.59/hour to \$ 71.16/hour.

Overtime reimbursement will reflect actual costs of the personnel conducting the appropriate operation up to the maximum range specified.

Overtime Benefit Rates

Medicare	1.45%
TOTAL BENEFIT RATE	1.45%

TRAVEL EXPENSE

In-State

Costs are included for appropriate staff to attend conferences and training events supporting the grant goals and objectives and/or traffic safety. Local mileage for grant activities and meetings is included. Anticipated travel may include the Drug Impaired Driving Seminar for Law Enforcement & Prosecution Professionals, and Motorcycle Training (including motorcycle rental).

All conferences, seminars or training not specifically identified in the Schedule B-1 (Budget Narrative) must be approved by OTS. All travel claimed must be at the agency approved rate. Per Diem may not be claimed for meals provided at conferences when registration fees are paid with OTS grant funds.

CONTRACTUAL SERVICES

None

EQUIPMENT

1 Police Motorcycle(s) - fully equipped motorcycle(s) to be used for grant purposes. Costs may include communication equipment, emergency equipment package, safety bars and modifications and accessories.

SCHEDULE B-1
GRANT NO. PT15133

BUDGET NARRATIVE

OTHER DIRECT COSTS

600 Bicycle Helmet(s) - helmets to be distributed during bicycle rodeos and other bicycle safety related events.

Bicycle Safety Equipment – safety equipment such as bicycle headlights/taillights, reflectors, and reflective arm and leg bands to be distributed during bicycle rodeos and other bicycle safety related events.

181 Child Safety Seat(s) - child safety seats (including booster seats and special needs seats) to be distributed during CPS checkups, appointments, fitting stations and traffic safety presentations.

Educational Materials – used to purchase, develop or print brochures, pamphlets, fliers, coloring books, posters, signs, and banners associated with grant activities, and traffic safety conference and training materials. Items shall include a traffic safety message and if space is available the OTS logo. *Additional items may be purchased if approved by OTS.*

Motorcycle Helmet – One fully equipped motorcycle helmet.

Printing/Duplication - costs include the purchase of paper, production, printing and/or duplication of materials associated with daily grant operations.

Phlebotomist: To draw and collect blood samples from suspected DUI drivers on scene as evidence in support of DUI convictions in a court of law.

INDIRECT COSTS

None

PROGRAM INCOME

There will be no program income generated from this grant.

AGENDA REPORT

SUBJECT: CONSIDER ADOPTION OF RESOLUTION
NO. 14-3047 RESCINDING RESOLUTION
NO. 13-2984 DESIGNATING RESTRICTED
PARKING ON PUBLIC STREETS AND ALLEYS

DATE: September 2, 2014

SECTION: RESOLUTIONS

ITEM NO.: 1

FILE I.D.: PKG275

DEPT.: PUBLIC WORKS

REASON FOR CONSIDERATION: The City Council is requested to consider adoption of Resolution No. 14-3047 designating restricted parking on public streets and alleys.

Proposed Resolution No. 14-3047 incorporates changes recommended by staff and the Public Works Committee since the previous Parking Restriction Resolution was adopted and is attached hereto for the City Council's review and consideration.

BACKGROUND: Requests from the public as well as recommendations from the Public Works Committee have been incorporated into proposed Resolution No. 14-3047. The changes proposed are as follows:

- Monte Vista Avenue between Bandera Street and Holt Boulevard – Restrict street parking with no parking at any time. Applies to both sides of Monte Vista Avenue generally through the frontage of Montera Elementary School.
- Olive Street from Monte Vista Avenue east to its terminus – Restrict street parking Tuesday, 7:00 a.m. to 2:00 p.m., for street sweeping purposes. This parking restriction is within The Paseos at Montclair North development.
- Sycamore Avenue between Olive and Moreno Streets – Restrict street parking Tuesday, 7:00 a.m. to 2:00 p.m., for street sweeping purposes. This parking restriction is within The Paseos at Montclair North development.
- Palo Verde Street, north side, from Central Avenue to a point of 210 feet west – Restrict street parking with no parking at any time. This change is actually a reduction in the length of the parking restriction, which previously extended from Central Avenue to Carrillo Avenue.
- Brooks Street, south side, from Kimberly Avenue to Ramona Avenue – Restrict street parking with no parking any time.
- Brooks Street, north and south sides, west from Ramona Avenue to its terminus – Restrict street parking with no parking on this tract for vehicles over 10,000 GVW.

Prepared by: _____

Reviewed and
Approved by: _____

Proofed by: _____

Presented by: _____

- Brooks Street, north and south sides, Ramona Avenue east to a point 480 feet – Restrict street parking with no parking any time.

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

FISCAL IMPACT: The cost to purchase signs, posts, and hardware to implement the changes recommended in proposed Resolution No. 14-3047 is approximately \$500. Funds for the recommended changes are available in the Public Works Fiscal Year 2014-15 Budget.

RECOMMENDATION: Staff recommends the City Council adopt Resolution No. 14-3047 rescinding Resolution No. 13-2984 designating restricted parking on public streets and alleys.

RESOLUTION NO. 14-3047

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

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

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

WHEREAS, parking restrictions that were adopted by the City Council's adoption of Resolution No. 13-2984 are being rescinded by the adoption of this Resolution to incorporate all restricted parking on public streets in one Resolution; and

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

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

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

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Montclair does hereby rescind Resolution No. 13-2984 and adopt the following parking restriction districts in conformance with Section 8.16.010 of the Montclair Municipal Code:

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

Ada Avenue West side from State Street to Mission Blvd.	Monday 7:00 a.m. to 2:00 p.m.
Alamitos Street between Norton and Amherst Avenues	Wednesday 7:00 a.m. to 2:00 p.m.
Alamitos Street between Camulos and Felipe Avenues	Wednesday 7:00 a.m. to 2:00 p.m.
Alamitos Street between Camulos and Felipe Avenues	During school sessions, except by permit 7:00 a.m. to 4:00 p.m.
Alamitos Street between Rose and Saratoga Avenues	Thursday 7:00 a.m. to 2:00 p.m.
Alamitos Street from Del Mar Avenue west to its terminus	Thursday 7:00 a.m. to 2:00 p.m.
Allesandro Street between Ramona and Felipe Avenues	Tuesday 7:00 a.m. to 2:00 p.m.
Amherst Avenue between San Bernardino and Alamitos Streets	Wednesday 7:00 a.m. to 2:00 p.m.
Amherst Avenue between Benito and Rudisill Streets	Wednesday 7:00 a.m. to 2:00 p.m.
Amherst Avenue from Clair Street north to its terminus	Monday 7:00 a.m. to 2:00 p.m.
Amherst Avenue between Fauna and Evert Streets	Monday 7:00 a.m. to 2:00 p.m.
Amherst Avenue west side between Kingsley Street and Holt Boulevard	Monday 7:00 a.m. to 2:00 p.m.
Amherst Avenue east side between Kingsley Street and Holt Boulevard	Tuesday 7:00 a.m. to 2:00 p.m.
Amherst Avenue west side between alleyway at 10440 Amherst Avenue and 175 feet to the south	Permit parking only
Amherst Avenue west side between Holt Boulevard and 185 feet to the north	2:00 a.m. to 6:00 a.m.
Armsley Street from Columbine Avenue east to its terminus	Tuesday 7:00 a.m. to 2:00 p.m.
Armsley Street between Vernon and Del Mar Avenues	Tuesday 7:00 a.m. to 2:00 p.m.

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

Bel Air Avenue between Orchard and Kingsley Streets	Monday 7:00 a.m. to 2:00 p.m.
Benito Street between Mills and Ramona Avenues	Wednesday 7:00 a.m. to 2:00 p.m.
Benito Street on the south side between Camulos and Ramona Avenues	Monday through Friday 7:00 a.m. to 4:00 p.m., except by permit
Benito Street on the south side between Ramona and Camulos Avenues	Wednesday 7:00 a.m. to 2:00 p.m.
Benito Street on the south side between Camulos and Helena Avenues	No stopping any time
Benito Street on the north side between Ramona and Monte Vista Avenues	7:00 a.m. to 4:00 p.m. during school sessions, 1-hour parking except by permit
Benito Street on the south side between Helena Avenue and 190 feet east	Bus loading zone
Benito Street on the south side from a point 190 feet east of Helena Avenue east to a point 650 feet west of the centerline of Monte Vista Avenue	7:00 a.m. to 4:00 p.m. During school sessions, 20-minute parking except by permit
Benito Street on the south side from a point 650 feet west of the centerline of Monte Vista Avenue to Helena Avenue	7:00 a.m. to 4:00 p.m. during school sessions, except by permit
Benito Street on the south side from Monte Vista Avenue to a point 200 feet west of Greenwood Avenue	Thursday 7:00 a.m. to 2:00 p.m.
Benito Street between Monte Vista and Fremont Avenues	Thursday 7:00 a.m. to 2:00 p.m.
Benito Street on the south side from Central Avenue to a point 200 feet west of Poulsen Avenue	Thursday 7:00 a.m. to 2:00 p.m.
Benito Street on the north side between Central and Benson Avenues	Thursday 7:00 a.m. to 2:00 p.m.
Benito Street on the south side between Central and Vernon Avenues	Thursday 7:00 a.m. to 2:00 p.m.
Benito Street on the south side between Vernon and Bel Air Avenues	Thursday 7:00 a.m. to 2:00 p.m.

Benito Street on the south side
between Bel Air and Benson Avenues
Monday
7:00 a.m. to 2:00 p.m.

Benson Avenue on the west side
between San Jose and Palo Verde Streets
Tuesday
7:00 a.m. to 2:00 p.m.

Benson Avenue on the west side
between Palo Verde and
San Bernardino Streets
Tuesday
7:00 a.m. to 2:00 p.m.

Benson Avenue on the west side
between San Bernardino and
Benito Streets
Thursday
7:00 a.m. to 2:00 p.m.

9810 Benson Avenue
Permit parking only

9818 Benson Avenue
Permit parking only

Benson Avenue on the west side
between Benito and Orchard Streets
Monday
7:00 a.m. to 2:00 p.m.

Benson Avenue on the west side
between Orchard and Kingsley Streets
Monday
7:00 a.m. to 2:00 p.m.

Benson Avenue on the west side
between Kingsley Street and
Holt Boulevard
Monday
7:00 a.m. to 2:00 p.m.

Benson Avenue on the west side
between Holt Boulevard and the
Southern Pacific Railroad tracks
Daily
9:00 p.m. to 7:00 a.m.

Berkeley Street between Pradera
and Norton Avenues
Wednesday
7:00 a.m. to 2:00 p.m.

Berkeley Street between Norton
and Kimberly Avenues
Wednesday
7:00 a.m. to 2:00 p.m.

Berkeley Street from Felipe Avenue
west to its terminus
7:00 a.m. to 4:00 p.m.
during school sessions,
except by permit

Berkeley Street from Felipe Avenue
west to its terminus
Wednesday
7:00 a.m. to 2:00 p.m.

Berkeley Street between Helena
and Greenwood Avenues
Wednesday
7:00 a.m. 2:00 p.m.

Berkeley Street between Helena
and Greenwood Avenues
7:00 a.m. to 4:00 p.m.
during school sessions,
except by permit

Berkeley Street between Rose and Saratoga Avenues	Thursday 7:00 a.m. to 2:00 p.m.
Berkeley Street between Bel Air and Del Mar Avenues	Thursday 7:00 a.m. to 2:00 p.m.
Big Sky Avenue from Grand Avenue north to its terminus	Monday 7:00 a.m. to 2:00 p.m.
Bolton Avenue from Harvard Street north to its terminus	Wednesday 7:00 a.m. to 2:00 p.m.
Bolton Avenue between Rosewood and Berkeley Streets	Wednesday 7:00 a.m. 2:00 p.m.
Bolton Avenue between Rosewood and Berkeley Streets	7:00 a.m. to 4:00 p.m. during school sessions, except by permit
Bolton Avenue between Fauna and Flora Streets	Thursday 7:00 a.m. to 2:00 p.m.
Bonnie Brae Street between Mills and Felipe Avenues	Wednesday 7:00 a.m. to 2:00 p.m.
Bonnie Brae Street between Columbine and Vernon Avenues	Tuesday 7:00 a.m. to 2:00 p.m.
Bonnie Brae Street between Vernon and Del Mar Avenues	Tuesday 7:00 a.m. to 2:00 p.m.
Brooks Street south side from Kimberly Avenue to Ramona Avenue	No parking any time
Brooks Street north and south sides west from Ramona Ave. to its terminus	No parking this tract Vehicles over 10,000 GVW
4650 Brooks Street	No parking Vehicles over 10,000 GVW
4660 Brooks Street	No parking Vehicles over 10,000 GVW
4664 Brooks Street	No parking Vehicles over 10,000 GVW
Brooks Street on the south side from Monte Vista Avenue west to a point 895 feet west of Monte Vista Avenue	No parking Vehicles over 10,000 GVW

Brooks Street north and south side from Ramona Avenue to a point 480 feet east of Ramona Avenue	No parking any time
Brooks Street between Rose and Benson Avenues	Daily 9:00 p.m. to 7:00 a.m.
Buckskin Avenue between Mane and Rawhide Streets	Monday 7:00 a.m. to 2:00 p.m.
Buckskin Avenue between Phillips Boulevard and Monte Verde Street	Monday 7:00 a.m. to 2:00 p.m.
Buckskin Avenue from Saddleback Street north to its terminus	Monday 7:00 a.m. to 2:00 p.m.
Butterfield Avenue from Phillips Boulevard north to its terminus	Monday 7:00 a.m. to 2:00 p.m.
Camarena Avenue between Rosewood and Benito Streets	Thursday 7:00 a.m. to 2:00 p.m.
Camarena Avenue between Fauna and Kingsley Streets	Monday 7:00 a.m. to 2:00 p.m.
Camarena Avenue between Bandera and Manzanita Streets	Monday 7:00 a.m. to 2:00 p.m.
Cambridge Street between Pradera and Ramona Avenues	Wednesday 7:00 a.m. to 2:00 p.m.
Cambridge Street from Surrey Avenue east to its terminus	Wednesday 7:00 a.m. to 2:00 p.m.
Cambridge Street from Del Mar Avenue to its terminus west of Vernon Avenue	Tuesday 7:00 a.m. to 2:00 p.m.
Camulos Avenue between Arrow Highway and Oakdale Street	Tuesday 7:00 a.m. to 2:00 p.m.
Camulos Avenue between Allesandro and Moreno Streets	Tuesday 7:00 a.m. to 2:00 p.m.
Camulos Avenue from San Jose Street north to its terminus	Tuesday 7:00 a.m. to 2:00 p.m.
Camulos Avenue between La Deney and Hawthorne Streets	Wednesday 7:00 a.m. to 2:00 p.m.

Camulos Avenue from Bonnie Brae Street north to its terminus	Wednesday 7:00 a.m. to 2:00 p.m.
Camulos Avenue between Palo Verde and Harvard Streets	Wednesday 7:00 a.m. to 2:00 p.m.
Camulos Avenue between Rosewood and Benito Streets	Wednesday 7:00 a.m. to 2:00 p.m.
Camulos Avenue between Alamitos and Benito Streets	7:00 a.m. to 4:00 p.m. during school sessions, except by permit
Camulos Avenue on the west side between Benito and Orchard Streets	Wednesday 7:00 a.m. to 2:00 p.m.
Camulos Avenue on the west side between Benito and Orchard Streets	7:00 a.m. to 4:00 p.m. during school sessions, except by permit
Camulos Avenue between Orchard and Kingsley Streets	Thursday 7:00 a.m. to 2:00 p.m.
Canary Court from Ramona Avenue east and then north to its terminus	Monday 7:00 a.m. to 2:00 p.m.
Canoga Street on the north side between Ramona and Monte Vista Avenues	Tuesday 7:00 a.m. to 2:00 p.m.
Canoga Street on the south side between Ramona and Monte Vista Avenues	Monday 7:00 a.m. to 2:00 p.m.
Canoga Street between Fremont and Monte Vista Avenues	Monday 7:00 a.m. to 2:00 p.m.
Canoga Street from Marion Avenue east to its terminus	Monday 7:00 a.m. to 2:00 p.m.
Carlton Street from Monte Vista Avenue east to its terminus	Monday 7:00 a.m. to 2:00 p.m.
Caroline Street between Bel Air Avenue to its terminus east of Del Mar Avenue	Tuesday 7:00 a.m. to 2:00 p.m.
Carriage Avenue from Grand Avenue north to its terminus	Monday 7:00 a.m. to 2:00 p.m.
Carriage Avenue on the west side between Phillips Boulevard and Ramona Place	Monday 7:00 a.m. to 2:00 p.m.

Carrilage Avenue between Rawhide Street and Mission Boulevard	Monday 7:00 a.m. to 2:00 p.m.
Carrillo Avenue between El Morado and Orchard Streets	Thursday 7:00 a.m. to 2:00 p.m.
Carrillo Avenue from Palo Verde Street north to its terminus	Tuesday 7:00 a.m. to 2:00 p.m.
Carrillo Avenue on the west side to its terminus north of Palo Verde Street	Monday through Sunday 7:00 a.m. to 5:00 p.m.
Carrillo Avenue from Saddleback north to its terminus	Monday 7:00 a.m. to 2:00 p.m.
Carrillo Avenue from Saddleback south to its terminus	Monday 7:00 a.m. to 2:00 p.m.
Carrillo Avenue between San Bernardino and Palo Verde Streets	Tuesday 7:00 a.m. to 2:00 p.m.
Central Avenue on the west side between the north City Limits and Arrow Hwy.	At any time
Central Avenue on the east side between the north City Limits and San Bernardino Street	No stopping any time
Central Avenue on the west side between Arrow Highway and Palo Verde Street	No stopping any time
Central Avenue between Benito and Orchard Streets	Thursday 7:00 a.m. to 2:00 p.m.
Central Avenue on the west side between San Bernardino and Benito Streets	At any time
Central Avenue on the east side between San Bernardino and Benito Streets	Thursday 7:00 a.m. to 2:00 p.m.
Central Avenue on the west side between Kingsley and Orchard Streets	At any time
Central Avenue service road from its beginning to its terminus	At any time

Central Avenue on the west side from Howard Street to a point 420 feet north	At any time
Clair Street from Kimberly Avenue to its terminus west of Essex Avenue	Monday 7:00 a.m. to 2:00 p.m.
Clair Street between Marion and Ada Avenues	Monday 7:00 a.m. to 2:00 p.m.
Clair Street between Whitewater and Coalinga Avenues	Monday 7:00 a.m. to 2:00 p.m.
Coalinga Avenue between Rosewood and Benito Streets	Thursday 7:00 a.m. to 2:00 p.m.
Coalinga Avenue between Fauna and Kingsley Streets	Monday 7:00 a.m. to 2:00 p.m.
College Avenue from Howard Street to a point 650 feet south	Monday 7:00 a.m. to 2:00 p.m.
Columbine Avenue between La Deney and Bonnie Brae Streets	Tuesday 7:00 a.m. to 2:00 p.m.
Columbine Avenue between Rosewood and Benito Streets	Thursday 7:00 a.m. to 2:00 p.m.
Columbine Avenue between Granada and Rudisill Streets	Thursday 7:00 a.m. to 2:00 p.m.
Columbine Avenue between Fauna and Evert Streets	Monday 7:00 a.m. to 2:00 p.m.
Deer Creek Avenue between Grand Avenue north and Grand Avenue south	Monday 7:00 a.m. to 2:00 p.m.
Del Mar Avenue between Caroline and San Jose Streets	Tuesday 7:00 a.m. to 2:00 p.m.
Del Mar Avenue between San Jose and Palo Verde Streets	Tuesday 7:00 a.m. to 2:00 p.m.
Del Mar Avenue between Yale and Cambridge Streets	Tuesday 7:00 a.m. to 2:00 p.m.
Del Mar Avenue from Benito Street north to its terminus	Thursday 7:00 a.m. to 2:00 p.m.
Del Mar Avenue between Benito and Orchard Streets	Monday 7:00 a.m. to 2:00 p.m.

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

El Morado Street between Rose and Vernon Avenues	Thursday 7:00 a.m. to 2:00 p.m.
Essex Avenue between Howard and Clair Streets	Monday 7:00 a.m. to 2:00 p.m.
Evert Street between Mills and Pradera Avenues	Monday 7:00 a.m. to 2:00 p.m.
Evert Street on the north side between Amherst and Pradera Avenues	Daily 12:00 a.m. to 5:00 a.m. Monday 7:00 a.m. to 2:00 p.m.
Evert Street on the south side between Pradera and Amherst Avenues	Monday 7:00 a.m. to 2:00 p.m.
Evert Street from Ramona Avenue east to its terminus	Monday 7:00 a.m. to 2:00 p.m.
Evert Street between Felipe and Tudor Avenues	Thursday 7:00 a.m. to 2:00 p.m.
Evert Street from Coalinga Avenue east to its terminus	Monday 7:00 a.m. to 2:00 p.m.
Evert Street from Marion Avenue east to its terminus	Monday 7:00 a.m. to 2:00 p.m.
Evert Street from Rose Avenue east to its terminus	Monday 7:00 a.m. to 2:00 p.m.
Evert Street between Saratoga and Columbine Avenues	Monday 7:00 a.m. to 2:00 p.m.
Exeter Avenue between Palo Verde and La Deney Streets	Tuesday 7:00 a.m. to 2:00 p.m.
Exeter Avenue between Princeton and San Bernardino Streets	Tuesday 7:00 a.m. to 2:00 p.m.
Fauna Street between Oak Glen and Amherst Avenues	Monday 7:00 a.m. to 2:00 p.m.
Fauna Street between Lehigh and Kimberly Avenues	Monday 7:00 a.m. to 2:00 p.m.
Fauna Street between Felipe and Tudor Avenues	Thursday 7:00 a.m. to 2:00 p.m.
Fauna Street from Tudor Avenue east to its terminus	Thursday 7:00 a.m. to 2:00 p.m.

Fauna Street from Monte Vista Avenue to its terminus east of Coalinga Avenue	Monday 7:00 a.m. to 2:00 p.m.
Fauna Street between Coalinga and Geneva Avenues	Monday 7:00 a.m. to 2:00 p.m.
Fauna Street from Marion Avenue east to its terminus	Monday 7:00 a.m. to 2:00 p.m.
Fauna Street from west of Saratoga Avenue to Vernon Avenue	Monday 7:00 a.m. to 2:00 p.m.
Felipe Avenue from Oakdale Street north to its terminus	Tuesday 7:00 a.m. to 2:00 p.m.
Felipe Avenue between Moreno and Allesandro Streets	Tuesday 7:00 a.m. to 2:00 p.m.
Felipe Avenue from San Jose Street south to its terminus	Wednesday 7:00 a.m. to 2:00 p.m.
Felipe Avenue from Bonnie Brae Street north to its terminus	Wednesday 7:00 a.m. to 2:00 p.m.
Felipe Avenue between Rosewood and Benito Streets	Wednesday 7:00 a.m. to 2:00 p.m.
Felipe Avenue between Rosewood and Benito Streets	7:00 a.m. to 4:00 p.m. during school sessions, except by permit
Felipe Avenue between Orchard and Kingsley Streets	Thursday 7:00 a.m. to 2:00 p.m.
Felipe Avenue from Bandera Street south to its terminus	Monday 7:00 a.m. to 2:00 p.m.
Flora Street between Pradera and Amherst Avenues	Monday 7:00 a.m. to 2:00 p.m.
Flora Street from Ramona Avenue east to its terminus	Monday 7:00 a.m. to 2:00 p.m.
Flora Street between Felipe and Tudor Avenues	Thursday 7:00 a.m. to 2:00 p.m.
Flora Street between Greenwood and Monte Vista Avenues	Thursday 7:00 a.m. to 2:00 p.m.
Flora Street between Monte Vista and Camarena Avenues	Monday 7:00 a.m. to 2:00 p.m.

Flora Street from Coalinga Avenue east to its terminus	Monday 7:00 a.m. to 2:00 p.m.
Flora Street from Fremont Avenue west to its terminus	Monday 7:00 a.m. to 2:00 p.m.
Flora Street from Poulsen Avenue west to its terminus	Monday 7:00 a.m. to 2:00 p.m.
Flora Street from Rose Avenue east to its terminus	Monday 7:00 a.m. to 2:00 p.m.
Fremont Avenue on the east side from Howard Street to a point 120 feet south of Saddleback Street	Monday 7:00 a.m. to 2:00 p.m.
Fremont Avenue on the west side from Howard Street to a point 120 feet south of Grand Avenue	Monday 7:00 a.m. to 2:00 p.m.
Fremont Avenue between Mission Boulevard and Howard Street	Monday 7:00 a.m. to 2:00 p.m.
Fremont Avenue on the east side between Moreno and Olive Streets	At any time
Fremont Avenue on the west side between Olive and Moreno Streets	Tuesday 7:00 a.m. to 2:00 p.m.
Fremont Avenue on the west side between Palo Verde and San Bernardino Streets	Thursday 7:00 a.m. to 2:00 p.m.
Fremont Avenue on the east side between Palo Verde and San Bernardino Streets	Tuesday 7:00 a.m. to 2:00 p.m.
Fremont Avenue on the east side from Palo Verde Street south to 9633 Fremont Avenue	Permit parking only
Fremont Avenue on the west side between Benito and San Bernardino Streets	Thursday 7:00 a.m. to 2:00 p.m.
Fremont Avenue on the east side between Benito and San Bernardino Streets	Tuesday 7:00 a.m. to 2:00 p.m.
Fremont Avenue between Benito and Orchard Streets	Thursday 7:00 a.m. to 2:00 p.m.

Fremont Avenue between Orchard and Kingsley Streets	Monday 7:00 a.m. to 2:00 p.m.
Fremont Avenue between Bandera and Kingsley Streets	Monday 7:00 a.m. to 2:00 p.m.
Galena Avenue between Rosewood and Benito Streets	Wednesday 7:00 a.m. to 2:00 p.m.
Galena Avenue between Rosewood and Benito Streets	7:00 a.m. to 4:00 p.m. during school sessions, except by permit
Galena Avenue from Fauna Street north to its terminus	Thursday 7:00 a.m. to 2:00 p.m.
Geneva Avenue between Olive and Highland Streets	Tuesday 7:00 a.m. to 2:00 p.m.
Geneva Avenue between Rosewood and Benito Streets	Thursday 7:00 a.m. to 2:00 p.m.
Geneva Avenue between Benito and Rudisill Streets	Thursday 7:00 a.m. to 2:00 p.m.
Geneva Avenue between Fauna and Orchard Streets	Monday 7:00 a.m. to 2:00 p.m.
Granada Street from Pradera Avenue east to its terminus	Wednesday 7:00 a.m. to 2:00 p.m.
Granada Street from Ramona Avenue west to its terminus	Wednesday 7:00 a.m. to 2:00 p.m.
Granada Street from Monte Vista Avenue east to its terminus	Thursday 7:00 a.m. to 2:00 p.m.
Granada Street between Rose and Columbine Avenues	Thursday 7:00 a.m. to 2:00 p.m.
Granada Street between Santa Anita and Del Mar Avenues	Monday 7:00 a.m. to 2:00 p.m.
Grand Avenue between Deer Creek and Fremont Avenues	Monday 7:00 a.m. to 2:00 p.m.
Grand Avenue between Monte Vista and Deer Creek Avenues	Monday 7:00 a.m. to 2:00 p.m.
Grand Avenue north side from Ramona Avenue to a point 130 feet east of Carriage Avenue	Monday 7:00 a.m. to 2:00 p.m.

Grand Avenue on the south side from Ramona Avenue east to 4641 Grand Avenue	Monday 7:00 a.m. to 2:00 p.m.
Greenwood Avenue from Harvard Street north to its terminus	Wednesday 7:00 a.m. to 2:00 p.m.
Greenwood Avenue between Rosewood and Benito Streets	Wednesday 7:00 a.m. 2:00 p.m.
Greenwood Avenue between Rosewood and Benito Streets	7:00 a.m. to 4:00 p.m. during school sessions, except by permit
Greenwood Avenue between Benito and Denver Streets	Thursday 7:00 a.m. to 2:00 p.m.
Greenwood Avenue between Benito and Denver Streets	7:00 a.m. to 4:00 p.m. during school sessions, except by permit
Greenwood Avenue from Orchard Street north to its terminus	Thursday 7:00 a.m. to 2:00 p.m.
Greenwood Avenue between Fauna and Kingsley Streets	Thursday 7:00 a.m. to 2:00 p.m.
Greycliff Avenue from Grand Avenue north to its terminus	Monday 7:00 a.m. to 2:00 p.m.
Harvard Street between Pradera and Ramona Avenues	Wednesday 7:00 a.m. to 2:00 p.m.
Harvard Street between Ramona and Camulos Avenues	Wednesday 7:00 a.m. to 2:00 p.m.
Harvard Street between Helena and Monte Vista Avenues	Wednesday 7:00 a.m. to 2:00 p.m.
Harvard Street between Fremont and Poulsen Avenues	Tuesday 7:00 a.m. to 2:00 p.m.
Harvard Street from Exeter Avenue to its terminus east of Bel Air Avenue	Tuesday 7:00 a.m. to 2:00 p.m.
Hawthorne Street between Ramona and Camulos Avenues	Wednesday 7:00 a.m. to 2:00 p.m.
Hawthorne Street from Columbine Avenue east to its terminus	Tuesday 7:00 a.m. to 2:00 p.m.

Hawthorne Street between Vernon and Del Mar Avenues	Tuesday 7:00 a.m. to 2:00 p.m.
Helena Avenue from Moreno Street north to its terminus	Tuesday 7:00 a.m. to 2:00 p.m.
Helena Avenue between Palo Verde and San Bernardino Streets	Wednesday 7:00 a.m. to 2:00 p.m.
Helena Avenue between San Bernardino and Benito Streets	Wednesday 7:00 a.m. 2:00 p.m.
Helena Avenue between San Bernardino and Benito Streets	7:00 a.m. to 4:00 p.m. during school sessions, except by permit
Helena Avenue from Fauna Street north to its terminus	Thursday 7:00 a.m. to 2:00 p.m.
Helena Avenue on the west side between Kingsley and Bandera Streets	Monday 7:00 a.m. to 2:00 p.m.
Helena Avenue on the east side between Kingsley and Bandera Streets	Tuesday 7:00 a.m. to 2:00 p.m.
Helena Avenue between Bandera and Manzanita Streets	Monday 7:00 a.m. to 2:00 p.m.
Highland Street between Ramona and Helena Avenues	Tuesday 7:00 a.m. to 2:00 p.m.
Highland Street between Lindero and Geneva Avenues	Tuesday 7:00 a.m. to 2:00 p.m.
Highland Street from Surrey Avenue east to its terminus	Tuesday 7:00 a.m. to 2:00 p.m.
Holt Boulevard on the south side between Central and Rose Avenues	At any time
Holt Boulevard on the south side from 4997 Holt Boulevard east to Central Avenue	At any time
Holt Boulevard on the north side from Ramona Avenue to a point 650 feet east of Ramona Avenue	Monday 7:00 a.m. to 2:00 p.m.
Howard Elementary School 4650 Howard Street	School bus loading zone

Howard Street on the north side between Wesley and Essex Avenues	Monday 7:00 a.m. to 2:00 p.m.
Howard Street on the south side between College Avenue to a point 440 feet east	No stopping School bus loading zone
Howard Street on the north side from Central Avenue to a point 110 feet west	At any time
Howard Street between Essex and Ramona Avenues	Monday 7:00 a.m. to 2:00 p.m.
Howard Street between Monte Vista Ave. and Central Avenues	Monday 7:00 a.m. to 2:00 p.m.
Howard Street on the north side from Monte Vista Avenue to a point 200 feet west of Stagecoach Avenue	Monday 7:00 a.m. to 2:00 p.m.
Howard Street on the south side between Poulsen and Central Avenues	At any time
Howard Street on the south side between Pipeline and College Avenues	Monday 7:00 a.m. to 2:00 p.m.
Howard Street north side from Ramona Avenue east to 4580 Howard Street	Monday 7:00 a.m. to 2:00 p.m.
Howard Street on the south side from Ramona Avenue east to 4695 Howard Street	Monday 7:00 a.m. to 2:00 p.m.
Huntington Drive on the south side from Claremont Boulevard east to its terminus	Tuesday 7:00 a.m. to 2:00 p.m.
James Place from Camulos Avenue east to its terminus	Wednesday 7:00 a.m. to 2:00 p.m.
Kimberly Avenue from Clair Street north to its terminus	Monday 7:00 a.m. to 2:00 p.m.
Kimberly Avenue between Fauna and Kingsley Streets	Monday 7:00 a.m. to 2:00 p.m.
Kimberly Avenue from Howard Street north to its terminus	Monday 7:00 a.m. to 2:00 p.m.
Kimberly Avenue west side between Kingsley and Bandera Streets	Monday 7:00 a.m. to 2:00 p.m.

Kimberly Avenue east side between Kingsley and Bandera Streets	Tuesday 7:00 a.m. to 2:00 p.m.
Kimberly Avenue from Brooks Street south to its terminus	No parking 2:00 a.m. to 6:00 a.m.
Kimberly Avenue between Mane and Merle Streets	Monday 7:00 a.m. to 2:00 p.m.
Kimberly Avenue between San Bernardino and Berkeley Streets	Wednesday 7:00 a.m. to 2:00 p.m.
Kingsley Street on the north side between Mills and Ramona Avenues	Wednesday 7:00 a.m. to 2:00 p.m.
Kingsley Street on the south side between Mills and Ramona Avenues	Monday 7:00 a.m. to 2:00 p.m.
Kingsley Street on the north side between Ramona and Felipe Avenues	Wednesday 7:00 a.m. to 2:00 p.m.
Kingsley Street on the north side between Felipe and Monte Vista Avenues	Thursday 7:00 a.m. to 2:00 p.m.
Kingsley Street on the south side between Ramona and Monte Vista Avenues	Monday 7:00 a.m. to 2:00 p.m.
Kingsley Street on south side between Ramona Avenue and 20 feet east	Disabled parking
Kingsley Street on the north side between Monte Vista and Central Avenues	Wednesday 7:00 a.m. to 2:00 p.m.
Kingsley Street on the south side between Monte Vista and Central Avenues	Monday 7:00 a.m. to 2:00 p.m.
Kingsley Street on the north side between Central and Benson Avenues	Wednesday 7:00 a.m. to 2:00 p.m.
Kingsley Street on the south side between Central and Benson Avenues	Monday 7:00 a.m. to 2:00 p.m.
Kingsley Elementary School 5625 Kingsley Street	School bus loading zone Monday through Friday 6:30 a.m. to 8:30 a.m.
La Deney Street between Pradera and Ramona Avenues	Wednesday 7:00 a.m. to 2:00 p.m.

La Denev Street between Ramona and Camulos Avenues	Wednesday 7:00 a.m. to 2:00 p.m.
La Denev Street from Felipe Avenue west to its terminus	Wednesday 7:00 a.m. to 2:00 p.m.
La Denev Street from Rose Avenue to its terminus east of Columbine Avenue	Tuesday 7:00 a.m. to 2:00 p.m.
La Denev Street between Vernon and Del Mar Avenues	Tuesday 7:00 a.m. to 2:00 p.m.
Lehigh Avenue on the west side between 10404 and 10444 Lehigh Avenue	Permit parking only
Lehigh Avenue on the east side between 10421 and 10445 Lehigh Ave	Permit parking only
Lehigh Avenue from Kimberley Avenue north to its terminus	Wednesday 7:00 a.m. to 2:00 p.m.
Lehigh Avenue between Fauna and Kingsley Streets	Monday 7:00 a.m. to 2:00 p.m.
Lehigh Avenue west side between Kingsley Street and Bandera Streets	Monday 7:00 a.m. to 2:00 p.m.
Lehigh Avenue west side from Bandera Street south to its terminus	Monday 7:00 a.m. to 2:00 p.m.
Lehigh Avenue east side between Kingsley and Bandera Streets	Tuesday 7:00 a.m. to 2:00 p.m.
Lehigh Avenue east side from Bandera Street south to its terminus	Tuesday 7:00 a.m. to 2:00 p.m.
Lindero Avenue between Olive and Moreno Streets	Tuesday 7:00 a.m. to 2:00 p.m.
Lindero Avenue between Rosewood and Benito Streets	Thursday 7:00 a.m. to 2:00 p.m.
Lindero Avenue between Benito and Orchard Streets	Thursday 7:00 a.m. to 2:00 p.m.
Mane Street between Monte Vista and Stallion Avenues	Monday 7:00 a.m. to 2:00 p.m.
Mane Street from Ramona Avenue east to its terminus	Monday 7:00 a.m. to 2:00 p.m.

Mane Street between San Pasqual and Kimberly Avenues	Monday 7:00 a.m. to 2:00 p.m.
Mane Street from Stagecoach Avenue west to its terminus	Monday 7:00 a.m. to 2:00 p.m.
Manzanita Street between Helena and Tudor Avenues	Monday 7:00 a.m. to 2:00 p.m.
Manzanita Street between Monte Vista and Camarena Avenues	Monday 7:00 a.m. to 2:00 p.m.
Marion Avenue between Harvard and Palo Verde Streets	Tuesday 7:00 a.m. to 2:00 p.m.
Marion Avenue between El Morado and Orchard Streets	Thursday 7:00 a.m. to 2:00 p.m.
Marion Avenue between Kingsley and Bandera Streets	Monday 7:00 a.m. to 2:00 p.m.
Marion Avenue between Orchard and Kingsley Streets	Monday 7:00 a.m. to 2:00 p.m.
Marion Avenue between Saddleback and Clair Streets	Monday 7:00 a.m. to 2:00 p.m.
Merle Street between Fremont and Central Avenues	Monday 7:00 a.m. to 2:00 p.m.
Merle Street between Fremont and Poulsen Avenues	Monday 7:00 a.m. to 2:00 p.m.
Merle Street between San Pasqual and Ramona Avenues	Monday 7:00 a.m. to 2:00 p.m.
Mills on the east side between Moreno and San Jose Streets	Tuesday 7:00 a.m. to 2:00 p.m.
Mills Avenue on the east side between San Jose and Bonnie Brae Streets	Wednesday 7:00 a.m. to 2:00 p.m.
Mills Avenue on the east side between Palo Verde Street to a point 230 feet south	At any time
Mills Avenue on the east side between Palo Verde and San Bernardino Streets	Wednesday 7:00 a.m. to 2:00 p.m.
Mills Avenue on the west side between San Bernardino Street to a point 650 feet north	At any time

Mills Avenue on the east side between San Bernardino and Benito Streets	Wednesday 7:00 a.m. to 2:00 p.m.
Mills Avenue on the east side between Benito and Orchard Streets	Wednesday 7:00 a.m. to 2:00 p.m.
Mills Avenue on the east side between Orchard and Kingsley Streets	Monday 7:00 a.m. to 2:00 p.m.
4780 Mission Boulevard	2-hour parking
4762 Mission Boulevard	2-hour parking
4923 Mission Boulevard	No parking any time
5111 Mission Boulevard	2-hour parking
5141 Mission Boulevard	2-hour parking
Mission Boulevard on the north side from Ada Street west to 5138 Mission Boulevard	No stopping any time
Mission Boulevard on the south side from Central Avenue west to 5141 Mission Boulevard	No stopping any time
Mission Boulevard on the north side from Fremont Avenue east through 5138 Mission Boulevard	2-hour parking
Mission Boulevard on the north side between Fremont and Monte Vista Avenues	No parking any time
Mission Boulevard on the south side from 4925 Mission Boulevard to Fremont Avenue	2-hour parking
Mission Boulevard on the north side from Monte Vista Avenue west through 4780 Mission Boulevard	No parking any time
Mission Boulevard on the north side between Pipeline and Silicon Avenues	2-hour parking
Mission Boulevard on the north side from Pipeline Avenue to the west City limit	No parking any time

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

No parking any time

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

No parking any time

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

No parking any time

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

2-hour parking

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

No parking any time

Monte Verde Street between Ada and Poulsen Avenues

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

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

At any time

Monte Vista Avenue between Bandera Street and Holt Boulevard

No parking any time

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

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

Monte Vista Avenue between Benito and Orchard Streets

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

Monte Verde Street from Buckskin Avenue west to its terminus

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

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

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

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

At any time

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

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

Monte Vista Avenue on the east side from 11233 Monte Vista Avenue to a point 110 feet south of Grand Avenue	Monday 7:00 a.m. to 2:00 p.m.
Monte Vista Avenue on the east side between Moreno Street and Arrow Highway	At any time
Monte Vista Avenue between Moreno Street and the I-10 Freeway	No stopping any time
Monte Vista Avenue on the west side from Moreno Street to a point 100 feet north of Olive Street	Tuesday 7:00 a.m. to 2:00 p.m.
Monte Vista Avenue on the east side between Orchard and Kingsley Streets	Monday 7:00 a.m. to 2:00 p.m.
Monte Vista Avenue on the west side between Orchard and Kingsley Streets	Thursday 7:00 a.m. to 2:00 p.m.
Monte Vista Avenue on the east side from Orchard Street to a point 400 feet north	At any time
Monte Vista Avenue on the east side between San Bernardino and Benito Streets	Thursday 7:00 a.m. to 2:00 p.m.
Monte Vista Avenue on the west side between San Bernardino and Benito Streets	Wednesday 7:00 a.m. 2:00 p.m.
Monte Vista Avenue west side between State Street and Mission Boulevard	At any time
Moreno Street between Mills Avenue and the San Antonio Channel	Tuesday 7:00 a.m. to 2:00 p.m.
Moreno Street on the north side from Monte Vista Avenue to a point 100 feet west of Surrey Avenue	Tuesday 7:00 a.m. to 2:00 p.m.
Moreno Street on the north side between Lindero and Monte Vista Avenues	At any time
Moreno Street on the north side between Fremont Avenue to a point 100 feet west of Lindero Avenue	Tuesday 7:00 a.m. to 2:00 p.m.

Moreno Street on the north side between Fremont and Central Avenues	No stopping any time
Moreno Street on the south side between Monte Vista and Central Avenues	No parking any time
Moreno Street on the north side from Del Mar Avenue to a point 300 feet east of Vernon Avenue	Tuesday 7:00 a.m. to 2:00 p.m.
Norton Avenue between Alamitos and Benito Streets	Wednesday 7:00 a.m. to 2:00 p.m.
Oak Glen Avenue between Fauna and Evert Streets	Monday 7:00 a.m. to 2:00 p.m.
Oak Glen Avenue from Holt Boulevard south to its terminus	Monday 7:00 a.m. to 2:00 p.m.
Oakdale Street from Ramona Avenue to its terminus east of Felipe Avenue	Tuesday 7:00 a.m. 2:00 p.m.
Olive Street between Ramona and Helena Avenues	Tuesday 7:00 a.m. 2:00 p.m.
Olive Street between Surrey and Monte Vista Avenues	Tuesday 7:00 a.m. 2:00 p.m.
Olive Street on the north side from Fremont Avenue west to its terminus	At any time
Olive Street on the south side from Fremont Avenue west to its terminus	Tuesday 7:00 a.m. 2:00 p.m.
Olive Street from Monte Vista Avenue East to its terminus	Tuesday 7:00 a.m. 2:00 p.m.
Olive Street between Central and Vernon Avenues	Tuesday 7:00 a.m. 2:00 p.m.
Orchard Street on the north side between Mills and Ramona Avenues	Wednesday 7:00 a.m. to 2:00 p.m.
Orchard Street on the south side between Mills and Ramona Avenues	Monday 7:00 a.m. to 2:00 p.m.
Orchard Street on the north side between Ramona and Camulos Avenues	Wednesday 7:00 a.m. to 2:00 p.m.
Orchard Street on the south side between Ramona and Felipe Avenues	Monday 7:00 a.m. to 2:00 p.m.

Orchard Street on the north side from Monte Vista Avenue to a point 120 feet west of Tudor Avenue	Thursday 7:00 a.m. to 2:00 p.m.
Orchard Street on the south side between Tudor and Monte Vista Avenues	Thursday 7:00 a.m. to 2:00 p.m.
Orchard Street on the north side between Lindero and Monte Vista Avenues	At any time
Orchard Street on the north side from Fremont Avenue to a point 100 feet west of Lindero Avenue	Thursday 7:00 a.m. to 2:00 p.m.
Orchard Street on the north side between Fremont to Central Avenues	Thursday 7:00 a.m. to 2:00 p.m.
Orchard Street on the south side between Geneva and Monte Vista Avenues	7:00 a.m. to 4:00 p.m. during school sessions except by permit
Orchard Street on the south side between Monte Vista and Central Avenues	Monday 7:00 a.m. to 2:00 p.m.
Orchard Street on the north side between Central and Vernon Avenues	Thursday 7:00 a.m. to 2:00 p.m.
Orchard Street on the north side between Vernon and Bel Air Avenues	Thursday 7:00 a.m. to 2:00 p.m.
Orchard Street on the north side between Bel Air and Benson Avenues	Monday 7:00 a.m. 2:00 p.m.
Orchard Street on the south side between Central and Benson Avenues	Monday 7:00 a.m. to 2:00 p.m.
Palo Verde Street on the north side from Central Avenue to a point of 210 feet west	At any time
Palo Verde Street on the north side from Mills Avenue to a point 470 feet east	At any time
Palo Verde Street between Central and Benson Avenues	Wednesday 7:00 a.m. to 2:00 p.m.
Pipeline Avenue on the east side from Howard Street south to 11171 Pipeline Avenue	Monday 7:00 a.m. to 2:00 p.m.

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

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

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

Rosewood Street between Helena and Camulos Avenues	Wednesday 7:00 a.m. 2:00 p.m.
Rosewood Street between Bolton and Monte Vista Avenues	Wednesday 7:00 a.m. 2:00 p.m.
Rosewood Street between Fremont and Monte Vista Avenues	Thursday 7:00 a.m. 2:00 p.m.
Rosewood Street between Monte Vista and Ramona Avenues	7:00 a.m. to 4:00 p.m. during school sessions, except by permit
Rosewood Street between Rose and Vernon Avenues	Thursday 7:00 a.m. to 2:00 p.m.
Rudisill Street between Mills and Amherst Avenues	Wednesday 7:00 a.m. to 2:00 p.m.
Rudisill Street from Camulos Avenue west to its terminus	Wednesday 7:00 a.m. to 2:00 p.m.
Rudisill Street from Camulos Avenue west to its terminus	7:00 a.m. to 2:00 p.m. during school sessions except by permit
Rudisill Street between Lindero and Geneva Avenues	Thursday 7:00 a.m. to 2:00 p.m.
Rudisill Street between Rose and Columbine Avenues	Thursday 7:00 a.m. to 2:00 p.m.
Saddleback Street between Fremont and Carrillo Avenues	Monday 7:00 a.m. to 2:00 p.m.
Saddleback Street between Fremont and Whitewater Avenues	Monday 7:00 a.m. to 2:00 p.m.
Saddleback Street between Poulsen and Central Avenues	Monday 7:00 a.m. to 2:00 p.m.
Saddleback Street between Ramona and Carriage Avenues	Monday 7:00 a.m. to 2:00 p.m.
San Bernardino Court between San Bernardino Street and Mills Avenue	Wednesday 7:00 a.m. to 2:00 p.m.
San Bernardino Street between Mills and Ramona Avenues	Wednesday 7:00 a.m. to 2:00 p.m.

San Bernardino Street on the north side from San Bernardino Court to a point 400 feet east of Mills Avenue	At any time
San Bernardino Street on the north side from Helena Avenue to a point 300 feet west	Wednesday 7:00 a.m. to 2:00 p.m.
San Bernardino Street on the north side between Helena and Monte Vista Avenues	Wednesday 7:00 a.m. to 2:00 p.m.
San Bernardino Street on the south side between Ramona Avenue and the San Antonio Channel	Wednesday 7:00 a.m. to 2:00 p.m.
San Bernardino Street on the south side between Helena and Monte Vista Avenues	Thursday 7:00 a.m. to 2:00 p.m.
San Bernardino Street on the north side between Fremont and Central Avenues	Tuesday 7:00 a.m. to 2:00 p.m.
San Bernardino Street on the south side between Fremont and Central Avenues	Thursday 7:00 a.m. to 2:00 p.m.
San Bernardino Street on the north side between Central and Benson Avenues	Tuesday 7:00 a.m. to 2:00 p.m.
San Bernardino Street on the south side between Central and Vernon Avenues	Thursday 7:00 a.m. to 2:00 p.m.
San Bernardino Street on the south side from Benson Avenue to a point 845 feet west	No parking tow away zone Monday through Friday Noon to 3:00 p.m.
San Jose Street on the north side between Mills and Ramona Avenues	Tuesday 7:00 a.m. to 2:00 p.m.
San Jose Street on the south side between Mills and Ramona Avenues	Wednesday 7:00 a.m. to 2:00 p.m.
San Jose Street between Ramona Avenue and the San Antonio Channel	Tuesday 7:00 a.m. to 2:00 p.m.
San Jose Street on the south side from Monte Vista Avenue to a point 400 feet west	No parking any time
San Jose Street on the south side from a point 465 foot east to a point 620 feet east of the San Antonio Channel	School bus loading zone

San Jose Street from Benson Avenue to its terminus west of Rose Avenue	Tuesday 7:00 a.m. to 2:00 p.m.
San Pasqual Avenue from Howard Street north to its terminus	Monday 7:00 a.m. to 2:00 p.m.
San Pasqual Avenue between Howard and Clair Streets	Monday 7:00 a.m. to 2:00 p.m.
San Pasqual Avenue between Mane and Merle Streets	Monday 7:00 a.m. to 2:00 p.m.
Santa Anita Avenue from Berkeley Street north to its terminus	Thursday 7:00 a.m. to 2:00 p.m.
Santa Anita Avenue between Benito and Denver Streets	Monday 7:00 a.m. to 2:00 p.m.
Santa Anita Avenue from Orchard Street north to its terminus	Monday 7:00 a.m. to 2:00 p.m.
Santa Anita Avenue between Orchard and Kingsley Streets	Monday 7:00 a.m. to 2:00 p.m.
Saratoga Avenue between Alamitos and Berkeley Streets	Thursday 7:00 a.m. to 2:00 p.m.
Saratoga Avenue between Fauna and Kingsley Streets	Monday 7:00 a.m. to 2:00 p.m.
Shetland Avenue from Howard Street north to its terminus	Monday 7:00 a.m. to 2:00 p.m.
Shetland Avenue from Mane Street north to its terminus	Monday 7:00 a.m. to 2:00 p.m.
Shetland Avenue from Saddleback Street north to its terminus	Monday 7:00 a.m. to 2:00 p.m.
Shirley Lane from Vernon Avenue west to its terminus	Monday 7:00 a.m. to 2:00 p.m.
Stagecoach Avenue between Howard and Mane Streets	Monday 7:00 a.m. to 2:00 p.m.
Stallion Avenue between Mane and Rodeo Streets	Monday 7:00 a.m. to 2:00 p.m.
Stallion Avenue between Rawhide Street and Mission Boulevard	Monday 7:00 a.m. to 2:00 p.m.

State Street on the south side between Ramona Avenue to a point 230 feet west	At any time
Surrey Avenue between Olive and Moreno Streets	Tuesday 7:00 a.m. to 2:00 p.m.
Surrey Avenue from Harvard Street north to its terminus	Wednesday 7:00 a.m. to 2:00 p.m.
Surrey Avenue between Rosewood and Berkeley Streets	Wednesday 7:00 a.m. 2:00 p.m.
Surrey Avenue between Rosewood and Berkeley Streets	7:00 a.m. to 4:00 p.m. during school sessions, except by permit
Surrey Avenue between Yale and Princeton Streets	Wednesday 7:00 a.m. to 2:00 p.m.
Sycamore Avenue between Olive and Moreno Streets	Tuesday 7:00 a.m. to 2:00 p.m.
Tudor Avenue from Harvard Street north to its terminus	Wednesday 7:00 a.m. to 2:00 p.m.
Tudor Avenue between Rosewood and Berkeley Streets	Wednesday 7:00 a.m. 2:00 p.m.
Tudor Avenue between Rosewood and Berkeley Streets	7:00 a.m. to 4:00 p.m. during school sessions except by permit
Tudor Avenue between El Morado and Orchard Streets	Thursday 7:00 a.m. to 2:00 p.m.
Tudor Avenue between Orchard and Kingsley Streets	Thursday 7:00 a.m. to 2:00 p.m.
Tudor Avenue between Bandera and Manzanita Streets	Monday 7:00 a.m. to 2:00 p.m.
Vernon Avenue from Deodar Street north to its terminus	Tuesday 7:00 a.m. to 2:00 p.m.
Vernon Avenue between San Jose and Palo Verde Streets	Tuesday 7:00 a.m. to 2:00 p.m.
Vernon Avenue between Palo Verde and Princeton Streets	Tuesday 7:00 a.m. to 2:00 p.m.

Vernon Avenue on the east side from Benito Street north to 9775 Vernon Avenue	Thursday 7:00 a.m. to 2:00 p.m.
Vernon Avenue on the west side between Benito and Orchard Streets	Thursday 7:00 a.m. to 2:00 p.m.
Vernon Avenue on the east side from a point 320 feet to 550 feet south of San Bernardino Street	Loading zone only
Vernon Avenue between Orchard and Kingsley Streets	Monday 7:00 a.m. to 2:00 p.m.
Vernon Avenue between Kingsley Street and Holt Boulevard	Monday 7:00 a.m. to 2:00 p.m.
Vernon Avenue between Holt Boulevard and Brooks Street	Daily 9:00 p.m. to 7:00 a.m.
Wesley Avenue from Howard Street north then west to its terminus	Monday 7:00 a.m. to 2:00 p.m.
Wesley Avenue between Rodeo and Howard Streets	Monday 7:00 a.m. to 2:00 p.m.
Whitewater Avenue from Rodeo Street north to its terminus	Monday 7:00 a.m. to 2:00 p.m.
Whitewater Avenue between Saddleback and Clair Streets	Monday 7:00 a.m. to 2:00 p.m.
Yale Street from Surrey Avenue east to its terminus	Wednesday 7:00 a.m. to 2:00 p.m.
Yale Street between Carrillo and Poulsen Avenues	Tuesday 7:00 a.m. 2:00 p.m.
Yale Street from Del Mar Avenue to its terminus west of Vernon Avenue	Tuesday 7:00 a.m. to 2:00 p.m.

APPROVED AND ADOPTED this XX day of XX, 2014.

Mayor Pro Tem

ATTEST:

Acting Deputy City Clerk

I, Andrea M. Phillips, Acting Deputy City Clerk of the City of Montclair, DO HEREBY CERTIFY that Resolution No. 14-3047 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

Andrea M. Phillips
Acting Deputy City Clerk

AGENDA REPORT

SUBJECT: CONSIDER ADOPTION OF RESOLUTION NO. 14-3048 ADOPTING A MEASURE I FIVE- YEAR CAPITAL IMPROVEMENT PROGRAM	DATE: September 2, 2014 SECTION: RESOLUTIONS ITEM NO.: 2 FILE I.D.: TRN510 DEPT.: PUBLIC WORKS
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REASON FOR CONSIDERATION: San Bernardino Associated Governments (SANBAG) requires each local jurisdiction to annually update its Measure I Five-Year Capital Improvement Program and Expenditure Strategy proposed to be funded by Measure I. The City Council is requested to consider adoption of Resolution No. 14-3048 adopting the document pursuant to SANBAG requirements.

BACKGROUND: Measure I 2010-2040, the countywide transportation sales tax program, requires that each local jurisdiction receiving pass-through program revenues annually adopt a Measure I Five-Year Capital Improvement Program that outlines the specific projects upon which those funds are to be expended. Resolution No. 14-3048 lists various projects proposed to be funded by Measure I for City Council consideration. For most of the 20-year life of the original Measure I, various phases of the Mission Boulevard Corridor Improvement Project were the only projects listed. All Mission Boulevard phases are now completed.

Beginning in 2011, the City began using Measure I funds for pavement rehabilitation in various areas of the City and to complete the federal environmental clearance process for the Monte Vista Avenue/Union Pacific Railroad Grade Separation Project. Federal clearance would allow the City to use federal funds for construction of the project.

The Measure I Five-Year Capital Improvement Program for Montclair includes continued funding for the Monte Vista Avenue/Union Pacific Railroad Grade Separation Project, partial funding for the Central Avenue/Union Pacific Railroad Bridge Reconstruction Project, funding for pavement rehabilitation for Monte Vista Avenue north of Arrow Highway, and miscellaneous pavement rehabilitation work on as yet unnamed streets.

SANBAG also requires each agency to include an expenditure strategy with its Five-Year Capital Improvement Program. The strategy is included as part of Resolution No. 14-3048.

FISCAL IMPACT: SANBAG estimates the City would receive \$2,902,280.23 during the five-year period covered by Fiscal Years 2014-2014 through 2018-2019. This number is based on a 3 percent annual increase over last fiscal year's Measure I revenue. A year-by-year summary of anticipated revenues is included with this report labeled as Attachment E.

Prepared by: <u><i>M. Scott</i></u>	Reviewed and Approved by: <u><i>[Signature]</i></u>
Proofed by: <u><i>Cheryl</i></u>	Presented by: <u><i>[Signature]</i></u>

The City Council's adoption of Resolution No. 14-3048 would allow the City to continue to receive local Measure I pass-throughs. Should the City's priorities change during the year, the expenditure plan can be amended at any time by the City Council's adoption of a new Resolution.

RECOMMENDATION: Staff recommends the City Council adopt Resolution No. 14-3048 adopting a Measure I Five-Year Capital Improvement Program.

RESOLUTION NO. 14-3048

**A RESOLUTION OF THE CITY COUNCIL OF THE
CITY OF MONTCLAIR ADOPTING THE MEASURE I
FIVE-YEAR CAPITAL IMPROVEMENT PROGRAM**

WHEREAS, San Bernardino County voters approved passage of Measure I 1990-2010 in November 1989 and renewed as Measure I 2010-2040 in November 2004 authorizing San Bernardino Associated Governments, acting as the San Bernardino County Transportation Authority, to impose a one half of 1 percent retail transactions and use tax applicable in the incorporated and unincorporated territory of the County of San Bernardino, and

WHEREAS, revenue from the tax can only be used for transportation improvement and traffic management programs authorized in the Expenditure Plans set forth in Ordinance No. 89-1 and Ordinance 04-01 of the Authority, and

WHEREAS, Expenditure Plans of the Ordinance require each local jurisdiction receiving revenue from the tax to expend those funds pursuant to a Capital Improvement Program adopted by resolution of the local jurisdiction, and

WHEREAS, Expenditure Plans of the Ordinance also require that each local jurisdiction annually adopt and update its Capital Improvement Plan,

NOW THEREFORE BE IT RESOLVED that the City Council of the City of Montclair does hereby adopt the Measure I Five-Year Capital Improvement Program and Expenditure Strategy, copies of which are attached to this Resolution.

APPROVED AND ADOPTED this XX day of XX, 2014.

Mayor

ATTEST:

Acting Deputy City Clerk

I, Andrea M. Phillips, Acting Deputy City Clerk of the City of Montclair, DO HEREBY CERTIFY that Resolution No. 14-3048 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, 2014, and that it was adopted by the following vote, to-wit:

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

Andrea M. Phillips
Acting Deputy City Clerk

Expenditure Strategy

The City plans on using Measure I as matching funds for federal funds associated with the development of plans for the construction of a grade separation project at Monte Vista Avenue and the Union Pacific Railroad tracks. The City may also use Measure I funds to accomplish work related to this project for which there are no federal funds.

The City also intends to expend Measure I funds on maintenance of City streets to the extent possible under SANBAG policies.

ATTACHMENT E

VALLEY SUBAREA

MEASURE I REVENUE ESTIMATES FOR LOCAL PASS-THROUGH FUNDS 2014/2015 to 2018/2019

VALLEY SUBAREA	Population Distribution Percentage	Estimated Annual Local Pass-Through Amount					Total FY 14/15 through 18/19
		FY 14/15	FY 15/16	FY 16/17	FY 17/18	FY 18/19	
Chino	5.30%	\$ 1,168,177.88	\$ 1,200,302.78	\$ 1,236,311.86	\$ 1,276,491.99	\$ 1,321,169.21	\$ 6,202,453.73
Chino Hills	5.04%	\$ 1,110,871.04	\$ 1,141,420.00	\$ 1,175,662.60	\$ 1,213,871.63	\$ 1,256,357.14	\$ 5,898,182.41
Colton	3.51%	\$ 773,642.33	\$ 794,317.50	\$ 818,765.02	\$ 845,374.89	\$ 874,963.01	\$ 4,107,662.75
Fontana	13.33%	\$ 2,938,077.58	\$ 3,016,874.72	\$ 3,109,440.96	\$ 3,210,497.79	\$ 3,322,865.21	\$ 15,599,756.26
Grand Terrace	0.81%	\$ 178,532.85	\$ 183,442.50	\$ 188,945.77	\$ 195,086.51	\$ 201,914.54	\$ 947,922.17
Highland	3.58%	\$ 789,071.10	\$ 810,770.53	\$ 835,093.67	\$ 862,234.22	\$ 892,412.41	\$ 4,189,581.95
Loma Linda	1.56%	\$ 343,841.04	\$ 353,296.67	\$ 363,895.57	\$ 375,722.17	\$ 386,872.45	\$ 1,825,627.89
Montclair	2.48%	\$ 546,619.09	\$ 561,651.11	\$ 578,500.64	\$ 597,301.91	\$ 618,207.48	\$ 2,902,280.23
Ontario	11.07%	\$ 2,439,948.90	\$ 2,507,047.50	\$ 2,582,258.92	\$ 2,666,182.34	\$ 2,759,498.72	\$ 12,954,936.37
Rancho Cucamonga	11.35%	\$ 2,501,663.96	\$ 2,570,459.72	\$ 2,647,573.51	\$ 2,733,619.65	\$ 2,829,296.34	\$ 13,282,613.17
Redlands	4.63%	\$ 1,020,502.57	\$ 1,048,566.39	\$ 1,080,023.38	\$ 1,115,124.14	\$ 1,154,153.48	\$ 5,419,369.95
Rialto	6.72%	\$ 1,481,161.39	\$ 1,521,693.33	\$ 1,567,550.13	\$ 1,618,495.51	\$ 1,675,142.85	\$ 7,864,243.22
San Bernardino	14.11%	\$ 3,109,998.10	\$ 3,195,523.05	\$ 3,291,388.74	\$ 3,398,358.88	\$ 3,517,301.44	\$ 16,512,570.21
Unpland	4.97%	\$ 1,095,442.28	\$ 1,125,566.94	\$ 1,159,333.95	\$ 1,197,012.30	\$ 1,238,907.73	\$ 5,816,263.21
Yucaipa	3.49%	\$ 769,234.12	\$ 790,388.05	\$ 814,099.70	\$ 840,557.94	\$ 869,977.46	\$ 4,084,257.27
County/Valley	8.05%	\$ 1,774,307.92	\$ 1,823,101.39	\$ 1,877,794.43	\$ 1,938,622.75	\$ 2,008,681.54	\$ 9,420,708.02
Total Valley Region	100.00%	\$ 22,041,092.15	\$ 22,647,222.18	\$ 23,326,638.85	\$ 24,084,754.61	\$ 24,927,721.02	\$ 117,027,428.82

* Local pass-through funds equal 20% of total Measure I funds collected.

AGENDA REPORT

SUBJECT: CONSIDER MONTCLAIR HOUSING AUTHORITY COMMISSIONERS' ADOPTION OF RESOLUTION NO. 14-02, A RESOLUTION OF THE MONTCLAIR HOUSING AUTHORITY AUTHORIZING THE CITY MANAGER OR HIS/HER DESIGNEE TO REPRESENT THE MONTCLAIR HOUSING AUTHORITY IN MATTERS RELATED TO THE HELENA GARDENS OWNERS ASSOCIATION, REPLACING RESOLUTION NO. 07-05, A RESOLUTION OF THE (FORMER) MONTCLAIR REDEVELOPMENT AGENCY AUTHORIZING THE ASSISTANT DIRECTOR OF REDEVELOPMENT TO REPRESENT THE (FORMER) MONTCLAIR REDEVELOPMENT AGENCY IN MATTERS RELATED TO THE HELENA GARDENS OWNERS ASSOCIATION	DATE: September 2, 2014 SECTION: RESOLUTIONS ITEM NO.: 3 FILE I.D.: MHA030 DEPT.: MHA
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REASON FOR CONSIDERATION: The Helena Gardens Owners Association was formed in 1989 and continues to be a fully functioning owners association. With the dissolution of redevelopment agencies in 2011, the two properties located in the Helena Gardens Owners Association, 4811-15 and 4791 Canoga Street, originally purchased by the former Montclair Redevelopment Agency are now held by the Montclair Housing Authority.

In 2007, the Montclair Redevelopment Agency Board of Directors adopted Resolution No. 07-05 authorizing the Assistant Director of Redevelopment to represent the Montclair Redevelopment Agency in matters related to the Helena Gardens Owners Association. Since dissolution of the Montclair Redevelopment Agency, which caused the position of Assistant Director of Redevelopment to no longer exist, proposed Resolution No. 14-02 would replace Resolution No. 07-05. Proposed Resolution No. 14-02 addresses the current ownership of the properties located within the Helena Gardens Owners Association and authorizes the City Manager, or his/her designee, to represent the Montclair Housing Authority in matters related to the Helena Gardens Owners Association.

A copy of proposed Resolution No. 14-02 is attached for the Montclair Housing Authority Commissioners' review and consideration.

BACKGROUND: The Redevelopment Agency purchased the 14-unit apartment complex located at 4811-15 Canoga Street in 1989 in an effort to form the Helena Gardens Owners Association. Since its incorporation in 1989, Agency/City staff has remained involved in the daily matters of the Helena Gardens Owners Association by attending monthly meetings and providing staff support. In 1998, the Association elected the Agency's representative as a member of the Board of Directors. Assistant Director of Housing Christine Caldwell has served on the Board since 1998. Prior to the dissolution of the Montclair Redevelopment Agency, Ms. Caldwell held the position of Assistant

Prepared by: <u><i>Labrida Paola</i></u>	Reviewed and Approved by: <u><i>James J. Starks</i></u>
Proofed by: <u><i>Christine Caldwell</i></u>	Presented by: <u><i>James J. Starks</i></u>

Director of Redevelopment. The Montclair Housing Authority Commissioners' adoption of proposed Resolution No. 14-02 clarifies that the Montclair Housing Authority's delegation of Ms. Caldwell, or any subsequent staff member appointed by the City Manager, may represent the Montclair Housing Authority in matters related to the Helena Gardens Owners Association.

FISCAL IMPACT: No fiscal impact would result from the adoption of Resolution No. 14-02.

RECOMMENDATION: Staff recommends the Montclair Housing Authority Commissioners adopt Resolution No. 14-02, a Resolution of the Montclair Housing Authority authorizing the City Manager or his/her designee to represent the Montclair Housing Authority in matters related to the Helena Gardens Owners Association, replacing Resolution No. 07-05, a Resolution of the (former) Montclair Redevelopment Agency authorizing the Assistant Director of Redevelopment to represent the (former) Redevelopment Agency in matters related to the Helena Gardens Owners Association.

RESOLUTION NO. 14-02

A RESOLUTION OF THE MONTCLAIR HOUSING AUTHORITY AUTHORIZING APPOINTMENT OF THE CITY MANAGER OR HIS/HER DESIGNEE TO REPRESENT THE MONTCLAIR HOUSING AUTHORITY IN MATTERS RELATED TO THE HELENA GARDENS OWNERS ASSOCIATION

WHEREAS, the former Montclair Redevelopment Agency purchased the apartment complexes located at 4811-15 Canoga Street and 4791 Canoga Street, Montclair, in 1989 and 2000, respectively, for the purpose of providing affordable rental housing units to effectuate the Redevelopment Plan for Redevelopment Project Area No. V; and

WHEREAS, all redevelopment agencies in the State of California were dissolved in 2011; and

WHEREAS, pursuant to the dissolution of the Montclair Redevelopment Agency, the housing units were transferred to the Montclair Housing Authority, the housing entity of the former Montclair Redevelopment Agency; and

WHEREAS, the Montclair Housing Authority maintains the same governing body and is a legal subdivision of the City of Montclair; and

WHEREAS, the properties are located within the Foundation Area known as the Helena Gardens Owners Association; and

WHEREAS, the City of Montclair developed the Foundation Area concept and acted to implement the Helena Gardens Owners Association as the first Foundation Area; and

WHEREAS, the Covenants, Conditions, and Restrictions (CC&Rs) for the Helena Gardens Owners Association were approved by the City of Montclair City Council and subsequently recorded by the Office of the San Bernardino County Recorder on May 3, 1989; and

WHEREAS, the Montclair Housing Authority pays a monthly assessment to the Helena Gardens Owners Association for maintenance of the common area improvements, collection of reserve funds for future capital improvements, and for other costs associated with management of the Owners Association; and

WHEREAS, the CC&Rs allow any property owner to become an elected member of the Board of Directors; and

WHEREAS, as a property owner, the Montclair Housing Authority has a vested interest in the operation and continued solvency of the Helena Gardens Owners Association; and

WHEREAS, the Montclair Housing Authority deems it necessary for an authorized representative of the City to represent the Authority's interest in all matters

related to the Helena Gardens Owners Association and allow for such authorized representative to maintain a position on the Helena Gardens Owners Association Board of Directors if elected pursuant to the CC&Rs of the Helena Gardens Owners Association.

NOW, THEREFORE, BE IT RESOLVED that the Commissioners of the Montclair Housing Authority hereby finds and determines as follows:

Section 1. The Montclair Housing Authority Commissioners hereby appoint the City Manager, or his/her designee, to represent the Montclair Housing Authority in all matters related to the Helena Gardens Owners Association.

Section 2. The City Manager, or his/her designee, is further authorized to maintain a position on the Board of Directors if elected pursuant to the CC&Rs of the Helena Gardens Owners Association.

Section 3. The Montclair Housing Authority Commissioners affirm their continued interest in the operation, management, and solvency of the Helena Gardens Owners Association.

Section 4. The Secretary shall certify to the adoption of this Resolution.

APPROVED AND ADOPTED this XX day of XX, 2014.

Chairman

ATTEST:

Secretary

I, Andrea M. Phillips, Secretary of the Montclair Housing Authority, DO HEREBY CERTIFY that Resolution No. 14-02 was duly adopted by the Montclair Housing Authority Commissioners at a regular meeting thereof 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

Andrea M. Phillips
Secretary

MINUTES OF THE MEETING OF THE MONTCLAIR
PERSONNEL COMMITTEE HELD ON MONDAY,
AUGUST 18, 2014, AT 8:00 P.M. IN THE CITY
ADMINISTRATIVE OFFICES, 5111 BENITO STREET,
MONTCLAIR, CALIFORNIA

I. CALL TO ORDER

Mayor Eaton called the meeting to order at 8:00 p.m.

II. ROLL CALL

Present: Mayor Eaton; Council Member Raft; and City Manager Starr

III. APPROVAL OF MINUTES

A. Minutes of the Regular Personnel Committee Meeting of August 4, 2014.

Moved by City Manager Starr, seconded by Council Member Raft, and carried unanimously to approve the minutes of the Personnel Committee meeting of August 4, 2014.

IV. PUBLIC COMMENT - None

V. CLOSED SESSION

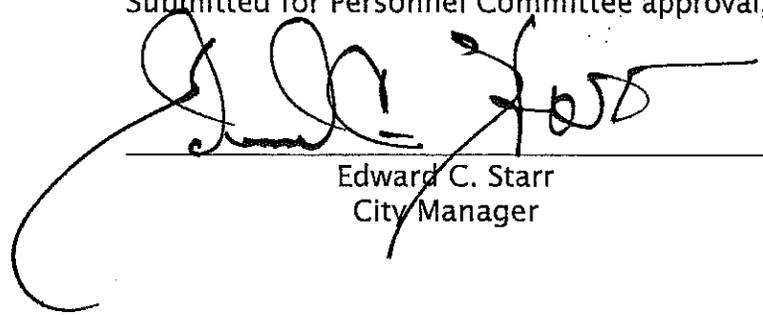
At 8:01 p.m., the Personnel Committee went into Closed Session regarding personnel matters related to appointments, resignations/terminations, and evaluations of employee performance.

At 8:20 p.m., the Personnel Committee returned from Closed Session. Mayor Eaton stated that no announcements would be made at this time.

VI. ADJOURNMENT

At 8:20 p.m., Mayor Eaton adjourned the Personnel Committee.

Submitted for Personnel Committee approval,



A handwritten signature in black ink, appearing to read 'Edward C. Starr', is written over a horizontal line. The signature is stylized and cursive.

Edward C. Starr
City Manager

**MINUTES OF THE REGULAR MEETING OF THE
PUBLIC WORKS COMMITTEE HELD ON THURSDAY,
AUGUST 21, 2014, AT 4:00 P.M. IN THE CITY HALL
CONFERENCE ROOM, 5111 BENITO STREET,
MONTCLAIR, CALIFORNIA**

I. CALL TO ORDER

Alternate Committee Member/Acting Chair Raft called the meeting to order at 4:20 p.m.

II. ROLL CALL

Present: Alternate Committee Member Raft; Committee Member Eaton; Public Works Director/City Engineer Hudson; Director of Community Development Lustro; Public Works Superintendent Mendez; Facilities and Grounds Superintendent McGehee; Director, Office of Public Safety/Police Chief deMoet

Absent: Chair Paulitz; Deputy City Manager/Director of Economic Development Staats

Also Present: Deputy Fire Chief Steve Jackson; Office Specialist Cenica Leonard

III. APPROVAL OF MINUTES

A. Minutes of the Public Works Committee Meeting of June 19, 2014

The Public Works Committee approved the minutes of the Public Works Committee meeting of June 19, 2014.

IV. PUBLIC COMMENT

None

V. PUBLIC WORKS DEPT. UPDATES/ITEMS

A. Public Works Director/City Engineer Hudson informed the Committee that the normal order of the agenda has been changed due the meeting taking place at 4:00 p.m. Public Works Superintendent Mendez and Facilities and Grounds Superintendent McGehee have to be back at the City Yard between 4:30 p.m. and 5:00 p.m. to lock up the City Yard. (See further discussion of this time change under Item IX. below.

B. Operations/Facilities and Grounds Items

1. Maintenance Activities Reports Attached

There were no questions or issues with the Maintenance Activities Report. Public Works Superintendent Mendez had nothing to add.

2. Update on Splash Pad play surface repair/replacement

After the Splash Pad opened for its fourth season in May 2013, staff found that the surface was coming up. A contractor was hired to perform repairs. Staff was not satisfied with the quality of the work done and informed the contractor that it was unacceptable. A concrete slurry mix did not bond to the existing concrete. The contractor has to remove all of the slurry at their expense. An alternate product was found that is going to be installed. A new purchase order has to be done since the previous one expired at the end of the fiscal year. There will be an agenda item presented at the September 2, 2014, asking the City Council meeting to reappropriate the funds for this fiscal year. The Splash Pad is not opening this year so there is no rush on the work as long as it is done by May 2015.

3. Montclair Little League Request for Exclusive Rights of Parks (Added Item)

Montclair Little League has requested to have exclusive use of the ball fields at Saratoga Park. They would like to raise the fence heights and lock all of the gates so nobody else has access but Montclair Little League. Montclair Little League's current agreement with the City allows them to ask anybody who is using the fields to leave when they have scheduled games or practices. Montclair Little League is also requesting the infield to be redone every year at each park which will cost approximately \$10,000 per park. (It will cost approximately \$70,000 to redo the infields at all of the parks.) The Committee has no issues with the infield being redone if Montclair Little League is willing to pay for it, but is opposed to granting exclusive rights to the fields.

Montclair Little League would also like to put up a banner or a permanent sign on the tower at Saratoga Park that says "Home of Montclair Little League." The Committee does not oppose the installation of signage with details left to staff.

C. Engineering Division Items

1. **Benson Avenue Walkway Closures at Deodar and Caroline Streets**

A few months ago there was a request from residents on Deodar and Caroline Streets to close off the existing sidewalk to Benson Avenue. The complaint was that there was easy access for people to burglarize and vandalize homes in the neighborhood and they would use the walkway as an escape route. Public Works Director/City Engineer Hudson prepared a petition that went out to 12 residents that live at the end of the cul-de-sac on Deodar Street and Caroline Street. Public Works Director/City Engineer Hudson received 11 out of 12 signed petitions back and every single one of them would like to see the access closed. The resident that did not respond to the petition was at the last Public Works Committee meeting and said she did not respond because she wanted to find out more information on what was being proposed and if she was going to have to pay for anything. Once it was further explained, the resident had no objection to the closure.

Since the last meeting the four residents that live at the end of the cul-de-sacs have been contacted by City staff regarding various proposals. An iron work fence designed to close off the walkway and extend the height of the block wall was proposed to the residents. One of the property owners did not like the iron work design and the resident wanted to see it closed off using block. Staff agreed that the block wall would look better than the wrought iron work. Staff will pursue the block wall alternate and get a cost estimate.

There was an item in the Capital Improvement Program (CIP) in the past that was based on property owners willing to make a contribution but at that time none of the homeowners were willing to make a contribution. Now that it has been brought to the Committee for the third time and the decision has been made to close it off staff is just trying to find a good way to do it. Staff will put together a cost estimate of what the block wall will cost. Public Works Director/City Engineer Hudson has verified that the footings on the existing walls are sufficient and that additional block can be added to the current block wall without having to remove the existing wall in order to get a better foundation.

Most of the Oleander shrubs that are currently against the wall on Benson Avenue have Oleander blight. Staff is looking at removing the Oleanders. The void area can be filled in with concrete and have a ten foot wide sidewalk. Pockets can be left to grow vines and creeping fig that would cover the wall or another kind of shrub can be planted. Either way an irrigation system will need to be put in just to get whatever is planted

started. The plants are effective in keeping graffiti from going on the walls. The Oleanders are currently trimmed back about 1½ feet from the wall so maintenance personnel can clean up the trash that accumulates behind the Oleanders. By having the Oleanders cut back from the wall it does give someone the opportunity to hide from view on Benson Avenue. One of the resident's complaints was that people get behind the shrubs and they can easily jump over the wall into somebody's backyard. If plants are put in staff wants to make sure they are dense and put right against the wall so nobody can get behind them or some type of vine will go in to keep people from tagging the wall.

Staff will consider the options and work with the Planning Department to come up with the appropriate plants to use. Public Works Director/City Engineer Hudson will report back to the Committee periodically on the status of the work.

2. Emergency funding for Sewer Repair behind Target

There was an item on the last City Council agenda giving a status report. The work was completed last week. A Notice of Completion will be presented at the next City Council meeting. There is a video showing the before and after of the pipe. The slip liner that was used looks great. Public Works Director/City Engineer Hudson looked at the video this morning and everything is running smoothly and there are no bellies in the liner. When clay pipe starts failing in the future the lining will probably be the best way to go for repairs. It is less disruptive to traffic because access is only needed at manholes; the street does not have to be shut down to dig up the old pipe and lay in a new pipe. The liner can also be done while sewer is flowing in the sewer line. A contractor has to be used for this work because specialized equipment is used to heat the liner and then cool it down once it has taken the shape of the pipe.

3. 2014-2018 Capital Improvement Program

A handout was passed out to all of the Committee members. Staff is late in getting the Capital Improvement Program (CIP) to the Committee this year. The first few pages of the handout have the status of the projects that were on last year's CIP or a previous CIP. Most of the projects on the handout have been completed. Some of the projects are design only at this time and the design has been completed. Some of the projects are recommended to be deleted or put on hold and revisited at a later date when there might be more funding. Some of the projects have had new project numbers assigned because the Finance Department has changed the way they want to identify the projects. The project numbering system that the Finance Department is using is a lot easier to follow and there will be

plenty of room for projects coming up in the future. The next portion of the CIP has projects that are identified for next year.

The first project is the Central Avenue/UPRR Replacement project. It shows the federal funding the City expects to get over the next five years or so. It shows approximately \$150,000 for this fiscal year. \$30,000 is shown for programming and staff would like to get started and then move on to the environmental work next fiscal year. The \$30,000 will come from Measure I funds but eventually the City will have 88 percent federal funding. Staff would like to get the consultant selected now with the blessing of Caltrans.

The next project on the CIP is the Monte Vista Avenue Grade Separation. With the new designer that was selected staff is going to see how funds are going to be distributed through the remainder of the project with the idea of having the project under construction beginning fiscal year 2015-16. There is a combination of Measure I funds, federal funds through projects of national and regional significance, and a Public Utility Commission grant for \$5,000,000 under the grade separation program.

A Northeast Montclair Rehabilitation project was done last year and staff focused on streets that Monte Vista Water District had torn up during installation of new water lines and services. All of the streets were not done because there were not enough funds to do all of the streets. The intent with the second phase is to go back and do the streets that were equally as bad but just did not have any waterline work and get those to look as good as the rest of the streets on the northeast side of town.

Public Works Director/City Engineer Hudson is proposing to appropriate about \$100,000 of Measure I funds annually to do residential resurfacing projects that used to be done with Gas Tax funds. Gas Tax funds are now being used to make up for some of the short fall in the general fund. The City is reducing its reliance on Gas Tax funds in the current fiscal year. Public Works Director/City Engineer Hudson would like to use the Measure I revenue for the City's arterial streets that are starting to look bad. Central Avenue and Monte Vista Avenue are two of the streets that need work.

The last project on the CIP is a project that the Fire Department is submitting. Deputy Fire Chief Steve Jackson informed the Committee that staff applied for a grant with some of the local Fire Departments and the City was approved. The Montclair portion of the grant is for self contained breathing apparatuses. For this particular portion the Fire Department is requesting a fill station be put in at station 151. It is basically a compressor. The cost of the compressor is approximately \$66,177. Just for

the electrical to be placed it is approximately \$3,400. With the grant for the breathing apparatuses federal will pay \$147,000 and the City's portion will be 10 percent which will be a little over \$14,000. Some revisions will need to be made to the CIP for this program. There is some capital expenditures required which is why this is part of the CIP.

The CIP should be presented at the September 15th City Council meeting for approval. Public Works Director/City Engineer Hudson is going to work with Community Development Director Lusto to discuss the CIP with the Planning Commission to find a consistency with the General Plan. Most of the projects are maintenance projects except for the grade separations which are major construction, but they are both consistent with the General Plan. Staff just needs the Planning Commission to make that determination.

The last sheet of the handout is the Measure I Local pass through funds. The expenditure plan is required to be submitted to San Bernardino Associated Governments (SANBAG) on an annual basis and is due by October 1, 2014. It will be presented at the September 15th City Council meeting.

4. Northwest Montclair Sidewalk Infill Project/Improvement Act 1911 (Added Item)

Ms. Lourdes Zepeda appeared at the last City Council meeting and stated that there is a lack of sidewalk in her neighborhood. Ms. Zepeda lives near Moreno Elementary School. Her neighborhood is one of the largest residential areas in the City without sidewalks. These neighborhoods without sidewalk are areas that used to be part of San Bernardino County before City incorporation.

Sidewalk construction was discussed at the last Public Works Committee meeting, and a proposal was introduced by Public Works Director/City Engineer Hudson to use the short form Improvement Act of 1911 for sidewalk construction in areas that do not have sidewalks. A handout was prepared discussing the process. There are a number of bullet points at the end of the handout that describe the process further from the preparation of the petition by the City down to where the work is actually being done. After work is completed, invoices are sent to the property owners. The invoice can either be paid in full or the property owners can elect to have a lien put on their properties allowing the bill to be paid over a ten-year period. An interest rate can be set at a maximum of seven percent but the City Council can set it as low as zero percent.

Public Works Director/City Engineer Hudson is suggested that the homeowners pay approximately \$12.50 per lineal foot for sidewalk. Depending on the amount of work required (tree removals/replacement, fences, drive approaches, signs, mailboxes, etc.), the City subsidy could be as little as 50% or as much as 75%.

City staff would prepare a petition for anybody who wanted to circulate it through their neighborhood and the petition would state the property owners are willing to pay \$12.50 per lineal foot to have sidewalks put in and the City would pick up the rest of the cost.

Another thing that can affect the cost of the sidewalk is whether or not there is adequate right-of-way. Most of the time the City does have adequate right-of-way but in some cases the City does not. For example, there are some areas where the original right-of-way dedication for the street was 50 feet and in that 50 feet there might be a 40 foot wide street and only a few feet on either side so a 5 foot sidewalk would not fit. There are some locations where the City may have to acquire right-of-way. Before the petition would be sent to the resident to circulate staff would verify whether the City has enough right-of-way. If there is not enough right-of-way staff would modify the petition and state that if the residents want sidewalk they would need to dedicate right-of-way to the City at no charge in order to have the City put the improvements in. There are some areas in the City where this does apply. There was a sidewalk project done on Orchard Street about ten to twelve years ago and staff found that there were some right-of-way issues. Before a contractor could be selected, staff met with several residents to see if they would be willing to dedicate right-of-way to the City so the improvements could be done. Fortunately there was 100 percent participation by the residents for the right-of-way that was required.

With the subsidy, a resident is paying about \$2,000 for the sidewalk improvements. The price is a pretty good deal. This is a program that cities can make available and many cities do. Los Angeles County used to participate in the program until they ran out of funds for the subsidy. Public Works Director/City Engineer Hudson proposed using Gas Tax or Measure I funds to pay the City's portion. With Measure I funds it would have to be declared in the expenditure plan. Another option would be the general fund if there were sufficient funds to do that.

VI. POLICE DEPARTMENT UPDATES/ITEMS

None

VII. COMMUNITY DEVELOPMENT DEPARTMENT PROJECT UPDATES/ITEMS

Community Development Director Lustro gave a brief update on a few items.

Code Enforcement has been dealing with landscape issues in this declared drought. Code Enforcement has developed an alternative program for homeowners. Code Enforcement has developed a source where homeowners can go to receive free mulch. Code Enforcement has also worked with Home Depot, Lowes, and a local nursery in Upland so homeowners can receive a discount on shrubs and ground cover. The way it works is if there is a yard where the front lawn has died or is dying Code Enforcement will meet with the homeowners and try to educate them on native plants and drought tolerant plants. Code Enforcement has also developed three sources (primarily tree trimming companies) that are willing to deliver mulch to homeowners at no charge. The responsibility would fall on the homeowner to purchase plants and relandscape their yards. Code Enforcement is currently utilizing the program and working with two homeowners. Code Enforcement is going to try to get these properties started initially and see how the program will work out.

Code Enforcement had the Post Office meet with Monte Vista Water District to discuss their program to pay for the replacement of grass with drought tolerant material. The landscaping at the Post Office has looked pretty bad for years. In the last couple of days they have had someone digging up the remainder of the front lawn which is mainly weeds. The post office is going to re-landscape the front area with drought tolerant material in conjunction with direction from Monte Vista Water District. Hopefully there will be some changes in some of the properties that have had problems with landscaping.

Code Enforcement is pretty excited about this project and the resources they have developed to be able to provide residents with either low cost or no cost material. With Monte Vista Water District raising their rates and with the proposition by the State to conserve water due to the drought it gives residents who may have not been maintaining their yards anyway an excuse not to do it. Staff predicted this would happen so they are giving the residents other options that will cause the residents to use less water and if maintained correctly it will cost less for time and maintenance over the long term. It will be helpful over the next 6 months or a year if there are more homes that have installed drought tolerant plants and staff can use them as examples. Dave Schroder at Chino Basin Water Conservation District has assigned one of his staff members to work with residents to do landscape design.

VIII. CAPITAL PROJECT UPDATES

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

A. MONTE VISTA AVENUE/UPRR GRADE SEPARATION PROJECT

The consultant has been selected for this project. The scope of services required has been negotiated and staff is currently negotiating the fee with the consultant. Staff also needs Caltrans blessing on awarding the contract. Staff wanted to get it done before October but not sure if that is going to happen. Caltrans is currently reviewing it and it was expected that they would have it approved this month but it more than likely will not be. Hopefully Caltrans will give the authorization to award the project.

B. CENTRAL AVENUE/UPRR GRADE SEPARATION RECONSTRUCTION

Staff is waiting for Caltrans to assign a Federal project number. Once the federal project number is assigned a request for authorization for the award of the design contract can be done. Staff has not gone through the selection process for a designer yet. Staff would like to be in that process before the end of the calendar year.

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

This project will widen Monte Vista Avenue on the east side between Mission Boulevard and Howard Street. Paving was done last Friday and it looks great. The contractor has some clean-up work to do. There is one issue which is at the southeast corner of Howard Street and Monte Vista Avenue. The storm drain outlet was constructed many years ago by Bade Construction and it matched the existing grade of Monte Vista Avenue. Monte Vista Avenue was so low in the intersection that the south side of the intersection had to be lowered to avoid ponding in the intersection. By lowering it there is an outlet structure that is now approximately 18 inches from the top of the outlet down to the street. It is a safety hazard for people crossing the street. Public Works Director/City Engineer Hudson is looking at a new design where the structure will be cut back approximately 30 feet. The slope will gradually increase on the outlet structure where it meets the new flow line. Public Works Director/City Engineer Hudson is not sure if he will do it as a change order to the existing contract or advertise it as a separate project. In the mean time delineators can be installed to keep people from stepping off that side. Community Development Director Lustro recommended the City spend as little amount of money as possible but still achieve what is trying to be achieved because that quadrant of the intersection will probably be developed in the next two-three years.

D. RECREATION BUILDING REMODEL

This project will update some of the facilities in the Recreation Building. The restrooms and showers will be updated; installation of an employee restroom; install sink and plumbing in employee break room. The design is complete but staff is trying to determine whether or not the two-inch water line that feeds the building now will be adequate for the revised toilets, urinals, and showers that will be installed. The calculations will be in sometime next week. If a new water service needs to be installed staff knows where the water is going to come from it is just going to increase the cost. Hopefully the two inch service already in the building will be an adequate supply. The water meter serves the Medical Clinic, Recreation, and the Library.

E. SUNRISE PARK BLOCK WALL RECONSTRUCTION

This project affects the northerly wall throughout most of its length. This project was awarded by the City Council two meetings ago and the agreement was revised and approved by the City Council last Monday night. The project is scheduled to start after Labor Day.

F. CENTRAL AVENUE/SAN BERNARDINO STREET TRAFFIC SIGNAL UPGRADE

The intent of the project is to make Central Avenue and San Bernardino Street a protected left turn at all four approaches. The design is complete. The project is being funded by the Highway Safety Improvement Program (HSIP) and the funds are designated for fiscal year 2015-16 rather than 2014-15. Staff is trying to get the funds moved to the current fiscal year. Once the funds come in the project will be ready to advertise. There are some environmental issues that staff is currently working on but staff does not anticipate that they will be significant for a signal project. This intersection has a lot of accidents due to vehicles failing to yield to oncoming traffic. The accident rate is high enough to warrant the protective left turns. The project is 80 percent funded with HSIP funds.

IX. Other Items

Committee Member Eaton mentioned that the pavement rutting is getting worse northbound on Central Avenue under the 10 freeway. Public Works Director/City Engineer Hudson stated that a thin overlay can be done with City Yard personnel but it is just putting a band-aid on the problem. That portion of the street was done about 15 years ago by Caltrans when the freeway overpass was reconstructed. The pavement has not held up well. Public Works Superintendent Mendez was out there about 10 years ago and put a patch on the northbound lanes just north of the freeway. It started spalling around the patch that the City put in and now that patch is starting to come out because the pavement underneath is not in good

shape. Public Works Director/City Engineer Hudson discussed using Measure I funds for the arterial programs this is one of the locations he had in mind.

Discussion of time and date of Public Works Committee Meeting-Staff recommends keeping the day of the meeting (3rd Thursday) the same, but change the time to 4:00 p.m. through the end of the year.

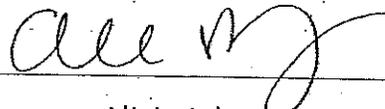
The reason this meeting was moved to 4:00 p.m. was because some of the staff on the Committee are scheduled to meet with the CIM Group (the new owners of Montclair Plaza) in Los Angeles on Thursdays. Typically the meeting starts at 10:30 a.m. and ends around 12:00 p.m. The staff that attends the meeting takes Metrolink to and from Los Angeles. The people who attend the meeting are City Manager Starr, Deputy City Manager Staats, Community Development Director Lustro, City Planner Diaz, Public Works Director/City Engineer Hudson, and Administrative Analyst Mikey Fuentes. When they attend the meetings they are rarely back before 3:00 p.m. The meeting today was a telephone conference but staff does not know if it is going to be a telephone conference or a face-to-face meeting until a week in advance. Public Works Director/City Engineer Hudson would like to get the Committee's take on either moving it to later in the afternoon or change the day. This will likely change after the election since Chair Paulitz is retiring. The Mayor will appoint either the new Council Member or an existing Council Member. The Committee agreed to keep the meeting at 4:00 p.m. on the third Thursday of the month. The only issue it may create is for Public Works Superintendent Mendez and Facilities and Ground Superintendent McGehee since they are usually off of work at 5:00 p.m. and need to be back to the City Yard at 4:30 p.m. If the Committee makes sure that their items are addressed first then they would be able to get out here on time.

X. ADJOURNMENT

The next meeting of the Public Works Committee will be at 4:00 p.m. on September 18, 2014 if there are items that need to be discussed.

At 5:10 p.m., Acting Chair Raft adjourned the meeting.

Submitted for Public Works Committee approval,



Alicia Johnson
Transcribing Secretary

Discussion of Short Form 1911 act

Property owners may file petition with City signed by 60% or more requesting installation of sidewalks. This does not mean that the City will do the construction at City expense. 60% of the owners are obligating themselves and the remaining 40% to pay for the improvements. However, City may elect to subsidize the work.

Sidewalks typically cost the City approximately \$4.00 per square foot, not including clearing and grubbing, wall/fence removals/relocations, tree removals/replanting, design, right-of-way acquisition, etc. With a typical sidewalk being five feet wide, the cost of sidewalk is \$20 per lineal foot.

Drive approaches are typically required as part of sidewalk construction, particularly when the sidewalk is curb adjacent. Drive approaches typically cost approximately \$7.00 per square foot, again not including the aforementioned additional work as well as any removals of existing approaches that must be done.

In order to construct more of the missing sidewalk in the City, staff recommends a subsidy program similar to one LA County had 20 years ago. If 60% of a block (a block being defined as one side of a street between two intersecting public streets) petitions for sidewalks and is willing to pick up a portion of the cost, the City will take the lead in designing, advertising, and constructing sidewalks for that block. Property owners would pay a flat rate per lineal foot of frontage. The flat rate proposed is \$12.00 per foot. (By comparison, LA County's program used \$7.50 per foot at the time the program was suspended due to lack of funds.)

In the very simplest of projects, work requiring no driveways, removals, or relocations, the subsidy amounts to approximately 50%. In the most complex of projects, those requiring relocations of fences, removal and replanting of trees, extensive grading and retaining curb construction, etc., the subsidy could be as much as 75%.

The program would not be available to property owners where inadequate right-of-way was available for sidewalk construction unless all the affected property owners were willing to dedicate adequate right-of-way to the City at no cost to the City or project. The program also would not be available for projects requiring street widening or curb construction in order to construct sidewalks.

Possible funding sources for this program would include Gas Tax, Measure I, and General Fund.

The process includes the following:

- Preparation of a petition (City-Probably develop a standardized form)
- Circulation of petition (Property owners-Those interested in getting the work done)
- Verification of petition signatures (City)
- Notice, set, and conduct hearing (City)
- Notice to construct (City)-Those wishing to do their own work at their own expense must be given an opportunity to do so.
- Construction (City/Contractor)
- Notice of completion
- Notice of assessment
- Notice of lien (Those not paying assessment have liens placed on their properties with the ability to pay through property tax assessments over a ten-year period with an interest rate not to exceed 7%. Work could be further subsidized by setting rate at 0%)