

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

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

October 6, 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/MPFA meetings are now available in audio format on the City's website at [www.ci.montclair.ca.us](http://www.ci.montclair.ca.us) and can be accessed the day following the meeting after 10:00 a.m.*

Page No.

- I. CALL TO ORDER** – City Council, Successor Agency and Montclair Housing Corporation Boards of Directors, Montclair Housing Authority Commissioners, and Montclair Public Financing Authority Board of Directors

**II. INVOCATION**

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

**III. PLEDGE OF ALLEGIANCE**

**IV. ROLL CALL**

**V. PRESENTATIONS**

- A. Proclamation Declaring October 15, 2014, as "White Cane Safety Day" in the City of Montclair
- B. Proclamation Declaring October 19 Through 25, 2014, as "Freedom From Workplace Bullies Week" 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, Montclair Housing Authority Commissioners, and Montclair Public Financing Authority Board of Directors. (Government Code Section 54954.3)*

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

**VII. PUBLIC HEARINGS**

- A. Consider Adoption of Resolution No. 14-01, a Resolution of the Board of Directors of the Montclair Public Financing Authority Approving the Preparation and Sale of Lease Revenue Refunding Bonds (Public Facilities Projects), Issue of 2014, in the Approximate Principal Amount of Forty-Two Million Four Hundred Ten Thousand Dollars (\$42,410,000) by the Montclair Public Financing Authority and Approving Certain Documents and Authorizing Certain Actions in Connection Therewith [MPFA]
- Consider Adoption of Resolution No. 14-3051, a Resolution of the City Council of the City of Montclair Approving the Preparation and Sale of Lease Revenue Refunding Bonds (Public Facilities Projects), Issue of 2014, in the Approximate Principal Amount of Forty-Two Million Four Hundred Ten Thousand Dollars (\$42,410,000) by the Montclair Public Financing Authority and Approving Certain Documents and Authorizing Certain Actions in Connection Therewith [CC] 5
- B. First Reading - Consider Adoption of Ordinance No. 14-947 Amending Chapter 8.16.020 of the Montclair Municipal Code Related to Restricted Streets [CC] 18
- C. Second Reading - Consider Adoption of Ordinance No. 14-946 Amending Chapter 11.78 of the Montclair Municipal Code Related to Thrift Stores and Second-Hand Merchandise Stores [CC] 23

**VIII. CONSENT CALENDAR**

- A. Approval of Minutes
1. Minutes of the Regular Joint Council/Successor Agency Board/MHC Board/MHA Commission Meeting of September 2, 2014 [CC/SA/MHC/MHA]
  2. Minutes of the Regular Joint Council/Successor Agency Board/MHC Board/MHA Commission Meeting of September 15, 2014 [CC/SA/MHC/MHA]
- B. Administrative Reports
1. Consider Approval of the City of Montclair Capital Improvement Program for Fiscal Years 2014-2019 [CC]
  - Consider Appropriation of Funds as Indicated in the Attached Capital Improvement Program and the Fiscal Impact Section of this Report [CC] 26
  2. Consider Authorizing the Allocation and Expenditure of Supplemental Law Enforcement Services Account Grant Funds [CC] 37
  3. Consider Acceptance of a Grant From the Community Clinic Association of San Bernardino County in the Amount of \$4,166.70 for Purchase of Medical Equipment and Supplies for the Montclair Medical Clinic [CC] 38
  4. Consider Authorization to Purchase New Patches and Uniform Badges for Police Department Personnel Utilizing Federal Asset Forfeiture Funds [CC] 39
  5. Consider Declaring 25 Turnout Coats and 35 Pairs of Turnout Pants as Surplus and Available for Donation to the Mt. San Antonio College Fire Technology Program [CC] 41

6.	Consider Declaring Certain City Property and Unclaimed Property in Police Custody as Surplus and Available for Auction [CC]	42
7.	Consider Approval of the Filing of a Notice of Completion, Reduction of Faithful Performance Bond to 10 Percent, and Retention of Payment Bond for Six Months for the Monte Vista Avenue Widening Project [CC]	
	Consider Release of Retention 30 Days After Recordation of Notice of Completion [CC]	
	Consider Authorizing an Additional \$31,191.09 for Costs Related to the Monte Vista Avenue Widening Project [CC]	45
8.	Consider Approval of Warrant Register and Payroll Documentations [CC]	48
C.	Agreements	
1.	Consider Approval of Agreement No. 14-76 With LAE Associates, Inc., for Project Management Services for the Central Avenue/UPRR Bridge Replacement Project [CC]	49
2.	Consider Approval of Agreement No. 14-82 With Paseos at Montclair Property, LLC, for Undergrounding of Utilities on Arrow Highway [CC]	63
3.	Consider Approval of Agreement No. 14-92 With Bair Analytics, Inc., for Purchase of ATACRAIDS Crime Analysis Software [CC]	69
4.	Consider Approval of Agreement No. 14-93 Amending Agreement No. 10-95 With the Claremont Police Department for Use of the Montclair Police Department Firearms Shooting Range [CC]	88
D.	Resolutions	
1.	Consider Adoption of Resolution No. 14-3053 Authorizing Placement of Liens on Certain Properties for Delinquent Sewer and Trash Charges [CC]	93
IX.	<b>PULLED CONSENT CALENDAR ITEMS</b>	
X.	<b>RESPONSE - None</b>	
XI.	<b>COMMUNICATIONS</b>	
A.	City Attorney	
1.	Closed Session Pursuant to Government Code Section 54956.9(d)(1) Regarding Pending Litigation  Montclair v. Beltran	
2.	Closed Session Pursuant to Government Code Section 54957 Regarding Public Employee Performance Evaluation  City Manager/Executive Director	

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

Agency: City of Montclair

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

- B. City Manager/Executive Director
- C. Mayor/Chairman
- D. Council/SA/MHC/MHA/MPFA Board
- E. Committee Meeting Minutes *(for informational purposes only)*
  1. Minutes of the Personnel Committee Meeting of September 15, 2014 100
  2. Minutes of the Public Works Committee Meeting of September 18, 2014 101

## XII. COUNCIL WORKSHOP

- A. Discussion of Audit Responsibilities and Process With Governing Board of City (Audit Committee) by Van Lant & Fankhanel, LLP, the City of Montclair's Independent Auditing Firm

*(Council may consider continuing this item to an adjourned meeting on Monday, October 20, 2014, at 5:45 p.m. in the City Council Chambers.)*

## XIII. ADJOURNMENT OF SUCCESSOR AGENCY AND MONTCLAIR HOUSING CORPORATION BOARDS OF DIRECTORS, MONTCLAIR HOUSING AUTHORITY COMMISSIONERS, AND MONTCLAIR PUBLIC FINANCING AUTHORITY BOARD OF DIRECTORS

*(At this time, the City Council will meet in Closed Session regarding pending litigation, public employee performance evaluation, and labor negotiations.)*

## XIV. CLOSED SESSION ANNOUNCEMENTS

## XV. ADJOURNMENT OF CITY COUNCIL

*The next regularly scheduled City Council, Successor Agency Board, Montclair Housing Corporation Board, Montclair Housing Authority Commission, and Montclair Public Financing Authority Board meetings will be held on Monday, October 20, 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, Montclair Housing Authority Commission, Montclair Public Financing Authority Board and Montclair Public Financing Authority Board after distribution of the Agenda packet are available for public inspection in the Office of the City Clerk located at 5111 Benito Street, Montclair, California, between 7:00 a.m. and 6:00 p.m., Monday through Thursday.*

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

*I, Yvonne L. Smith, Deputy City Clerk, hereby certify that I posted, or caused to be posted, a copy of this Agenda not less than 72 hours prior to this meeting on the bulletin board adjacent to the north door of Montclair City Hall on October 2, 2014.*

## AGENDA REPORT

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**SUBJECT:** CONSIDER ADOPTION OF RESOLUTION NO. 14-01, A RESOLUTION OF THE BOARD OF DIRECTORS OF THE MONTCLAIR PUBLIC FINANCING AUTHORITY APPROVING THE PREPARATION AND SALE OF LEASE REVENUE REFUNDING BONDS (PUBLIC FACILITIES PROJECTS), ISSUE OF 2014, IN THE APPROXIMATE PRINCIPAL AMOUNT OF FORTY-TWO MILLION FOUR HUNDRED TEN THOUSAND DOLLARS (\$42,410,000) BY THE MONTCLAIR PUBLIC FINANCING AUTHORITY AND APPROVING CERTAIN DOCUMENTS AND AUTHORIZING CERTAIN ACTIONS IN CONNECTION THEREWITH

**DATE:** October 6, 2014  
**SECTION:** PUBLIC HEARINGS  
**ITEM NO.:** A  
**FILE I.D.:** CVC175/400/450  
**DEPT.:** ADMIN. SVCS./MPFA

CONSIDER ADOPTION OF RESOLUTION NO. 14-3051, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MONTCLAIR APPROVING THE PREPARATION AND SALE OF LEASE REVENUE REFUNDING BONDS (PUBLIC FACILITIES PROJECTS), ISSUE OF 2014, IN THE APPROXIMATE PRINCIPAL AMOUNT OF FORTY-TWO MILLION FOUR HUNDRED TEN THOUSAND DOLLARS (\$42,410,000) BY THE MONTCLAIR PUBLIC FINANCING AUTHORITY AND APPROVING CERTAIN DOCUMENTS AND AUTHORIZING CERTAIN ACTIONS IN CONNECTION THEREWITH

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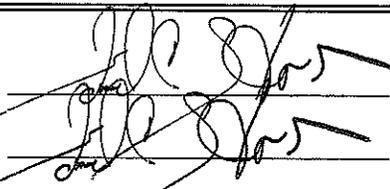
**REASON FOR CONSIDERATION:** The Board of Directors of the Montclair Public Financing Authority and City Council Members are requested to consider adoption of respective Resolution Nos. 14-01 and 14-3051 concerning the issuance of lease revenue bonds in the amount of approximately \$42,410,000. Issuance of bonds at this time could achieve a savings of approximately \$450,000 per year by refunding the 2005 Lease Revenue Bonds. Additionally, issuance in this amount could secure approximately \$18.8 million for capital improvement projects.

Copies of the documents related to the issuance of 2014 Lease Revenue Bonds have been included in the agenda packets. These documents include the following: Property Lease, Lease Agreement, Trust Agreement, Escrow Agreement, Continuing Disclosure Certificate, Preliminary Official Statement, and Bond Purchase Agreement.

**BACKGROUND:** As the City Council and Members of the original Montclair Public Financing Authority will recall, the City and the Montclair Financing Authority (the "Authority") issued approximately \$31.3 million in lease revenue bond financing in 2005 after the approval

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Prepared by: M. STAATS

Reviewed and Approved by: 

Proofed by: 

Presented by: 

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of the local one-half cent sales tax (Measure F) by the Montclair electorate. The funds from the bond issue were used to assist in construction of the Police Facility along with Redevelopment Agency bond financing and to construct the Senior Center and the Youth Center.

The City Council meeting conducted on April 24, 2014, was a strategic planning session at which completion of adopted City Council priorities and implementation of new priority projects were discussed. One major area of conversation included a discussion about needed public works projects and the impact of redevelopment dissolution that occurred in 2011. The loss of redevelopment financing was a major blow to anticipated revenue for public works projects that included a variety of park and street improvements. The Council directed staff to seek alternative solutions to finding revenue for public improvement projects.

One method examined to achieve additional cash flow for public works projects was the potential refinancing of the 2005 Lease Revenue Bond Issue. Because of lower interest rates, it was determined the City could achieve a savings of approximately \$450,000 per year in refunding the 2005 Lease Revenue Bonds. The Authority and City Council could consider the opportunity to secure dollars for public improvements through issuing 2014 Lease Revenue Bonds with the use of the \$450,000 savings to pay debt service on the additional bonds. The Authority and the City could also achieve additional revenue for public improvements if a pledge of bond repayment came from another source.

Finance Director Donald Parker made a presentation to the City Council on the potential to refund the 2005 Lease Revenue Bonds on August 4, 2014. Through analysis and with the assistance from Bond Counsel and the Underwriter, it was determined the City could refinance the 2005 Lease Revenue Bonds and achieve a savings of approximately \$450,000 annually. However, given the scope of many of the public infrastructure projects, it would take in excess of a decade to accrue enough savings from the refunding to complete construction. In the case of street improvements, waiting to accrue funds would mean further deterioration of streets and increased overall construction costs by the time enough accumulated cash was available for construction. Therefore, in studying the situation, it was determined that utilizing the savings from refunding the 2005 Lease Revenue Bonds and pledging \$750,000 from the Economic Development Fund would result in approximately \$18.8 million being generated to undertake public works projects. The City Council directed staff to return the matter to the Council for consideration.

In making a commitment of approximately \$750,000 from the Economic Development Fund annually, staff indicated that the City Council could look to the taxes generated for the City through the redevelopment dissolution process. When the City had a Redevelopment Agency, the Agency's net revenue was approximately \$6.9 million annually. After the dissolution of redevelopment, the City's share of the property tax has averaged approximately \$934,000 annually for the last two years. At the strategic planning session conducted in 2013, the City Council directed that the property tax revenue received from the redevelopment dissolution process be placed in a special fund called the Economic Development Fund. Staff considers \$750,000 in the Economic Development Fund a responsible amount to annually use for bond repayment in addition to the savings from refinancing the 2005 Lease Revenue Bonds.

Should the City Council and the Authority Board of Directors determine that 2014 Lease Revenue Bonds should be issued, a list of proposed projects for use of the funds is attached as Exhibit A. Some of the major projects listed for consideration include the

reconstruction of Central Avenue from Holt Boulevard to the I-10 Freeway and advancing Citywide pavement rehabilitation on local streets throughout the City. The City Council would be able to revise and/or reprioritize the list of projects to be implemented so long as 85 percent of the additional proceeds are spent within three years.

In considering the 2014 Lease Revenue Bond Issue, the Authority and the City Council should know that the format and documentation for the proposed lease revenue bond issue would be the same as that of the 2005 Lease Revenue Bond Issue. The City and Authority would be approving Resolutions and forms of the following documents provided by Bond Counsel and the Underwriter:

**Montclair Public Financing Authority Resolution No. 14-01:** The Resolution by the Montclair Public Financing Authority would approve and consent to the issuance of the 2014 Lease Revenue Bond Issue. The Resolution would approve the appointment of the following:

U.S. Bank National Association as Trustee of the proposed bond issue

Stradling Yocca Carlson & Rauth as Bond Counsel

Richards, Watson & Gershon as Disclosure Counsel

Southwest Securities, Inc., to act as Underwriter

In addition, Resolution No. 14-01 would approve the forms of the documents for the 2014 Lease Revenue Bond Issue.

**City Council Resolution No. 14-3051:** City Council Resolution No. 14-3051 would approve and consent to the issuance of the 2014 Lease Revenue Bond Issue by the Authority. It would also approve the forms of the documents for the proposed bond issue. Furthermore, the Resolution would approve the appointment of the firms listed above as Trustee, Bond Counsel, Disclosure Counsel, and Underwriter.

**Property Lease:** Pursuant to the Property Lease, the City would lease certain City-owned property to the Authority. The property to be leased would include the Civic Center and Police Department facilities. (These are the same public facilities currently leased by the Montclair Financing Authority pursuant to the 2005 Lease Revenue Bond Issue). The Authority would make an advance rental payment for the entire 30-year term of the lease equivalent to the amount of the proceeds of the 2014 Lease Revenue Bond Issue.

**Lease Agreement:** Concurrent with the Property Lease, the Authority and the City would enter into the Lease Agreement. The Lease Agreement would provide the City with use of the rental proceeds from the Property Lease (bond funds) for public works projects and to refund the 2005 Lease Revenue Bonds. The City would lease back the Civic Center and Police Department facilities from the Authority and provide the funds for the bond repayment to the Authority. The City would be responsible for maintenance of the leased facilities.

The term of the Lease Agreement would commence on the closing date of the bond issue and end on October 1, 2045, unless extended or unless the bonds are prepaid. The City

would have the option to substitute other City-owned land and facilities for the leased property under the Lease Agreement and could remove the Civic Center from the Lease.

**Trust Agreement:** Through the Trust Agreement, U.S. Bank National Association would make the payments of principal and interest to the holders of the 2014 Lease Revenue Bonds.

**Escrow Agreement:** The Escrow Agreement provides that certain proceeds of the 2014 Lease Revenue Bond issue would be placed in a special and irrevocable escrow fund designated the "2005 Bonds Escrow Fund" to be held by the Escrow Bank separate and apart from all other funds of the City, the Authority, the Montclair Financing Authority, or the Escrow Bank and used only for the purpose of defeasing the 2005 Lease Revenue Bond issue. The Escrow Bank would provide the "2005 Bond Escrow Fund" moneys to Bank of New York Mellon Trust Company, N.A., as Trustee, to send notices of defeasance and redemption in accordance with the 2005 Trust Agreement not later than 30 days before the redemption date of the bonds. Bank of New York Mellon Trust Company, N.A., is the Trustee for the 2005 Lease Revenue Bond Issue.

The Escrow Agreement would terminate when moneys have been applied to redeem and pay the 2005 Lease Revenue Bonds.

**Continuing Disclosure Certificate:** A Continuing Disclosure Certificate must be supplied for bond issues pursuant to Security and Exchange Commission Rule 15c2-12(b)(5). The purpose of continuing disclosure is to have the financial data of the City analyzed by an impartial third party. The continuing disclosure information would be supplied to a national repository for the information of the public and the bondholders.

**Preliminary Official Statement:** The Official Statement is the document presented to potential bond purchasers that describes the City. The document also discusses the terms of the bond issue and should be reviewed carefully to make sure there are no misstatements of material facts.

**Bond Purchase Agreement:** The Bond Purchase Agreement notifies buyers that the bonds would be limited obligations of the Authority payable solely from lease payments made by the City under the Lease Agreement and from amounts held in certain funds established pursuant to the Trust Agreement, subject only to the terms and conditions set forth in the Trust Agreement. The Bond Purchase Agreement authorizes the Underwriter, Southwest Securities, Inc., to purchase bonds from the Authority for offering to the public. The Authority's role in the bond transaction allows the Underwriter to negotiate the bond sale transaction which generally reduces issuance costs.

**FISCAL IMPACT:** The City and Authority propose to issue approximately \$42,410,000 in lease revenue bonds. Issuance of bonds at this time could achieve a savings of approximately \$450,000 per year by refunding the 2005 Lease Revenue Bonds. Approximately \$25.7 million from the bond issue would be used to defease the 2005 Lease Revenue Bonds. The City could secure approximately 18.8 million in lease revenue bond funds for public works projects.

The estimated sources and uses of the bond funds plus bond premiums and funds currently on deposit in connection with the 2005 Lease Revenue Bonds are summarized as follows:

## SOURCES AND USES OF FUNDS

Estimated sources and uses of funds:

<b>Sources</b>	
Principal amount of Bonds	\$42,410,000
Reoffering Premium (paid by Bond Investors)	2,774,279
Transfers from Prior Issue (2005 Bond Reserve Account)	<u>1,930,580</u>
<b>TOTAL SOURCES</b>	<b><u>\$47,114,859</u></b>
 <b>Uses</b>	
2005 Bonds Escrow Fund	\$25,708,519
New Projects Fund	18,821,654
Reserve Account	1,679,750
Bond Insurance Premium	331,861
Underwriter's Discount	318,075
Reserve Surety Fees	30,000
Costs of Issuance	<u>225,000</u>
<b>TOTAL USES</b>	<b><u>\$47,114,859</u></b>

The estimated true interest rate for 30-year bonds for the 2014 Lease Revenue Bond Issue is anticipated to be 4.42 percent, which includes all costs of issuance. The interest rate on the 2005 Lease Revenue Bond Issue currently ranges from 3.75 percent to 4.70 percent and averages 4.65 percent. By refunding the 2005 Lease Revenue Bond Issue, the City would be able to save approximately \$450,000 annually. As indicated, the City would be able to raise approximately \$18.8 million for public works projects through the use of the \$450,000 in annual savings from defeasing the 2005 Lease Revenue Bonds and through the use of \$750,000 annually from the Economic Development Fund. The Economic Development Fund is composed of the City of Montclair's portion of property tax revenue from the dissolution of the City of Montclair Redevelopment Agency. Previously, the Redevelopment Agency's annual net revenue was \$6.9 million annually.

**RECOMMENDATION:** Staff recommends adoption of the following Resolutions by the appropriate bodies:

1. Resolution No. 14-01, a Resolution of the Montclair Public Financing Authority approving the preparation and sale of Lease Revenue Refunding Bonds (Public Facilities Projects), Issue of 2014, in the approximate amount of Forty-Two Million Four Hundred Ten Thousand Dollars (\$42,410,000) by the Montclair Public Financing Authority and approving certain documents and authorizing certain actions in connection therewith.
2. Resolution No. 14-3051, a Resolution of the City Council of the City of Montclair approving the preparation and sale of Lease Revenue Refunding Bonds (Public Facilities Projects), Issue of 2014, in the approximate amount of Forty-Two Million Four Hundred Ten Thousand Dollars (\$42,410,000) by the Montclair Public Financing Authority and approving certain documents and authorizing certain actions in connection therewith.

## Lease Revenue Bond Projects

<b>Proposed Projects</b>	<b>Cost</b>
1 Reconstruct Central Avenue from Holt Boulevard to I-10 Freeway-Work includes Pavement Rehabilitation, extend recycled water line, underground utilities (Verizon-San Bernardino north), replace wood/steel streetlights with concrete poles, and convert Central Avenue medians from turf to drought-tolerant landscape.	\$7,000,000
2 Citywide Pavement Rehabilitation-Work includes advancing pavement rehabilitation on local streets beyond what can be covered by the Measure I program.	\$5,000,000
3 Sunrise Park Improvements-Work includes constructing or reconstructing block walls, improving the undeveloped portion of the park site to the south, and replacing irrigation system.	\$800,000
4 Reconstruct deteriorated alleys-Most alleys in the City have received little maintenance since they were constructed. The inverted crowns are severely eroded, and in some cases gone. This project would construct concrete gutters along the centerlines of the alleys and new asphalt pavement.	\$5,000,000
5 Sunset Park Improvements-Acquire house on Kingsley Street adjacent to Sunset Park to create additional recreational amenities, tear down old restroom buildings and construct new restroom facilities, install new irrigation system.	\$1,500,000
6 Saratoga Park Improvements-Renew planting, install new irrigation, install new lighting system.	\$5,500,000
7 Moreno Vista Park Improvements-Add playground equipment and provide parking lot rehabilitation.	\$200,000
8 MacArthur Park Improvements-Install new playground equipment and new irrigation system	\$300,000
<b>Total</b>	<b>\$25,300,000</b>

## Other Potential Projects

- A Relandscape Civic Center as a drought-tolerant demonstration garden and design and install unified building and wayfinding signs
- B Design and install new park ID signs
- C Reconfigure Orchard Street and San Bernardino Street from Mills Avenue to Benson Avenue to provide one travel lane in each direction; a striped, two-way left turn median and a Class 2 bike lane in each direction
- D Reconfigure Benson Avenue (coordination with Ontario and Upland) from Holt Boulevard to Arrow Highway or the northern City boundary to provide one travel lane in each direction; a striped, two-way left turn median (south of Arrow Highway) and a Class 2 bike lane in each direction
- E Accelerate residential street resurfacing schedule
- F Resurface Monte Vista Avenue from Phillips Boulevard to northern City boundary (where
- G Re-visit the Holt Boulevard Specific Plan, including Central Avenue from Holt Boulevard to Orchard Street, and the north side of Holt Boulevard from Monte Vista Avenue to Central
- H Acquisition of Property on the Northeast corner of Central Avenue and San Bernardino Street in conjunction with the ultimate disposition of the Hurst property for development
- I Reeder Ranch Improvements
- J Revise General Plan
- K Install monument and wayfinding signs
- L Purchase Methodist Church site for Civic Center parking
- M Other Projects as may be Prioritized by the City Council

**RESOLUTION NO. 14-01**

**RESOLUTION OF THE MONTCLAIR PUBLIC FINANCING AUTHORITY APPROVING THE PREPARATION AND SALE OF LEASE REVENUE REFUNDING BONDS (PUBLIC FACILITIES PROJECTS), ISSUE OF 2014, IN THE APPROXIMATE PRINCIPAL AMOUNT OF FORTY-TWO MILLION FOUR HUNDRED TEN THOUSAND DOLLARS (\$42,410,000) BY THE MONTCLAIR PUBLIC FINANCING AUTHORITY AND APPROVING CERTAIN DOCUMENTS AND AUTHORIZING CERTAIN ACTIONS IN CONNECTION THEREWITH**

**WHEREAS**, the Montclair Public Financing Authority (the "Authority") is a joint exercise of powers authority, organized and existing under the laws of the State of California; and

**WHEREAS**, the Authority and the City of Montclair (the "City") desire to enter into that certain Property Lease by and between the City and the Authority (the "Property Lease"), the form of which has been presented to the governing board of the Authority at the meeting at which this Resolution has been adopted, pursuant to which the City will agree to lease the Property (as defined in the Property Lease) to the Authority; and

**WHEREAS**, the Authority and the City desire to enter into that certain Lease Agreement by and between the City and the Authority (the "Lease Agreement"), the form of which has been presented to the Governing Board of the Authority (the "Governing Board") at the meeting at which this Resolution has been adopted, pursuant to which the City will agree to lease the Projects (as defined in the Lease Agreement) from the Authority and to pay certain Lease Payments (as defined in the Lease Agreement) in connection therewith; and

**WHEREAS**, the Lease Payments will be assigned by the Authority and will be pledged to the registered owners of the Montclair Public Financing Authority, Lease Revenue Refunding Bonds (Public Facilities Projects), Issue of 2014 (the "Bonds"), by the Authority pursuant to a Trust Agreement by and among U.S. Bank National Association, as trustee (the "Trustee"), the City, and the Authority (the "Trust Agreement"), the form of which has been presented to the Governing Board at the meeting at which this Resolution has been adopted; and

**WHEREAS**, the proceeds of the Bonds will be used to refund the outstanding Montclair Financing Authority, Lease Revenue Bonds (Public Facilities Projects), Issue of 2005 (the "Refunded Bonds"), pursuant to an Escrow Agreement between the Authority and U.S. Bank National Association, as the Escrow Bank thereunder (the "Escrow Agreement"), to pay the costs of the new Public Facilities Projects (the "New Projects"), to pay Costs of Issuance, and to fund the Reserve Account, and

**WHEREAS**, there has been prepared a preliminary official statement (the "Preliminary Official Statement") in connection with the Bonds, the forms of which have been presented to the Governing Board at the meeting at which this Resolution has been adopted; and

**WHEREAS**, Southwest Securities, Inc., the underwriter for the Bonds (the "Underwriter"), has prepared a bond purchase contract (the "Purchase Contract") in connection with the Bonds, the forms of which have been presented to the Governing Board at the meeting at which this Resolution has been adopted; and

**WHEREAS**, the City and the Authority possess all legal authority to and desire to enter into the Property Lease, Lease Agreement, Trust Agreement, Purchase Contract, and Escrow Agreement and to have the City occupy the Projects; and

**WHEREAS**, the Authority and City have determined it would be in the best interests of the Authority, the City, and residents of the community to authorize the preparation and sale of the Bonds in an approximate aggregate principal amount of Forty-Two Million Four Hundred Ten Thousand Dollars (\$42,410,000), which Bonds evidence an allocable share in the Lease Payments to be made pursuant to the Lease Agreement.

**NOW, THEREFORE, BE IT RESOLVED** that the Governing Board of the Montclair Public Financing Authority does hereby find and determine as follows:

1. That the foregoing recitals are true, correct, and adopted.
2. That the City hereby approves and consents to the preparation and sale of the Bonds in an approximate aggregate principal amount of Forty-Two Million Four Hundred Ten Thousand Dollars (\$42,410,000) in accordance with the terms and provisions of the Trust Agreement. The purposes for which the proceeds of the Bonds shall be expended are to refund the Refunded Bonds, acquire the Projects, pay Costs of Issuance, and fund the Reserve Account.
3. That the Authority hereby appoints U.S. Bank National Association as Trustee on behalf of the holders of the Bonds with the duties and powers of the Trustee as set forth in the Trust Agreement.
4. That the City hereby appoints Stradling Yocca Carlson & Rauth, a Professional Corporation, to act as Bond Counsel and Richards, Watson & Gershon, a Professional Law Corporation, to act as Disclosure Counsel with respect to the issuance of the Bonds.
5. That the City hereby appoints Southwest Securities, Inc., to act as Underwriter with respect to the issuance of the Bonds.
6. That the proposed forms of the Property Lease, Lease Agreement, Trust Agreement, Escrow Agreement, Continuing Disclosure Certificate, Preliminary Official Statement, and Purchase Contract presented at this meeting are hereby approved.
7. That the Chairman of the Authority (the "Chairman") and the Executive Director of the Authority or his designee (the "Executive Director"), acting together or separately, are hereby authorized and directed for and in the name of the Authority to execute the Property Lease, Lease Agreement, Trust Agreement, Escrow Agreement,

Continuing Disclosure Certificate, and Purchase Contract in substantially the form hereby approved with such additions thereto and changes therein (including the designation of additional properties as subject to the Lease Agreement and Property Lease) as are recommended or approved by counsel to the Authority and approved by such officers, such approval to be conclusively evidenced by the execution and delivery thereof.

8. That, for purposes of Rule 15c2-12 of the Securities and Exchange Commission, the Executive Director is authorized and directed, on behalf of the Authority, to put the Preliminary Official Statement in final form and to deem the Preliminary Official Statement in such form final as of its date, except for such changes or additions to pricing, underwriting, and other information therein as may be permitted by Rule 15c2-12; that the Chairman and the Executive Director, acting together or separately, are hereby authorized and directed to execute for and in the name of the Authority a final official statement in the form of the Preliminary Official Statement, together with any such permitted changes or additions as may be recommended or approved by counsel to the Authority and approved by such officer(s) (the "Final Official Statement"); and that upon execution by such officer(s), the Final Official Statement is deemed final as of its date.

9. That except as otherwise defined herein, capitalized terms used in this Resolution shall have the meanings given them in the Trust Agreement or the Lease Agreement.

10. That the Chairman, the Executive Director, and all other members, officers, and employees of the Authority are hereby authorized and directed to execute all other documents and take all other actions on behalf of the Authority that may be necessary or advisable to carry out the transactions contemplated by the Property Lease, Lease Agreement, Trust Agreement, Escrow Agreement, Continuing Disclosure Certificate, Purchase Contract, and Bonds.

11. That this Resolution shall take effect upon adoption.

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

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Chairman

**ATTEST:**

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Secretary

I, Yvonne L. Smith, Secretary of the Montclair Public Financing Authority, DO HEREBY CERTIFY that Resolution No. 14-01 was duly adopted by the Montclair Public Financing Authority Board of Directors 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

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Yvonne L. Smith  
Secretary

**RESOLUTION NO. 14-3051**

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MONTCLAIR APPROVING THE PREPARATION AND SALE OF LEASE REVENUE REFUNDING BONDS (PUBLIC FACILITIES PROJECTS), ISSUE OF 2014, IN THE APPROXIMATE PRINCIPAL AMOUNT OF FORTY-TWO MILLION FOUR HUNDRED TEN THOUSAND DOLLARS (\$42,410,000) BY THE MONTCLAIR PUBLIC FINANCING AUTHORITY AND APPROVING CERTAIN DOCUMENTS AND AUTHORIZING CERTAIN ACTIONS IN CONNECTION THEREWITH**

**WHEREAS**, the City of Montclair (the "City") is a municipal corporation, organized and existing under the laws of the State of California; and

**WHEREAS**, the Montclair Public Financing Authority (the "Authority") and the City desire to enter into that certain Property Lease by and between the City and the Authority (the "Property Lease"), the form of which has been presented to the City Council of the City at the meeting at which this Resolution has been adopted, pursuant to which the City will agree to lease the Property (as defined in the Property Lease) to the Authority; and

**WHEREAS**, the Authority and the City desire to enter into that certain Lease Agreement by and between the City and the Authority (the "Lease Agreement"), the form of which has been presented to the City Council of the City at the meeting at which this Resolution has been adopted, pursuant to which the City will agree to lease the Projects (as defined in the Lease Agreement) from the Authority and to pay certain Lease Payments (as defined in the Lease Agreement) in connection therewith; and

**WHEREAS**, the Lease Payments will be assigned by the Authority and will be pledged to the registered owners of the Montclair Public Financing Authority, Lease Revenue Refunding Bonds (Public Facilities Projects), Issue of 2014 (the "Bonds"), by the Authority pursuant to a Trust Agreement by and among U.S. Bank, National Association, as trustee (the "Trustee"), the City, and the Authority (the "Trust Agreement"), the form of which has been presented to the City Council of the City at the meeting at which this Resolution has been adopted; and

**WHEREAS**, the proceeds of the Bonds will be used to refund the outstanding Montclair Financing Authority, Lease Revenue Bonds (Public Facilities Projects), Issue of 2005 (the "Refunded Bonds"), pursuant to a 2005 Bonds Escrow Agreement between the Authority and U.S. Bank National Association, as the Escrow Bank thereunder (the "Escrow Agreement"), to acquire the new Public Facilities Projects (the "New Projects"), to pay Costs of Issuance, and to fund the Reserve Account, and

**WHEREAS**, there has been prepared a preliminary official statement (the "Preliminary Official Statement"), the form of which has been presented to the City Council of the City at the meeting at which this Resolution has been adopted; and

**WHEREAS**, Southwest Securities, Inc., the underwriter for the bonds (the "Underwriter"), has prepared a bond purchase contract (the "Purchase Contract") in

connection with the Bonds, the forms of which have been presented to the City Council of the City at the meeting at which this Resolution has been adopted; and

**WHEREAS**, the City and the Authority possess all legal authority to and desire to enter into the Property Lease, Lease Agreement, Trust Agreement, Purchase Contract, and Escrow Agreement and to have the City occupy the Projects; and

**WHEREAS**, the Authority and City have determined it would be in the best interests of the Authority, the City, and residents of the community to authorize the preparation and sale of the Bonds in an approximate aggregate principal amount of Forty-Two Million Four Hundred Ten Thousand Dollars (\$42,410,000).

**NOW, THEREFORE, BE IT RESOLVED** that the City Council of the City of Montclair does hereby find and determine as follows:

1. That the foregoing recitals are true, correct, and adopted.
2. That the City hereby approves and consents to the preparation and sale of the Bonds in an approximate aggregate principal amount of Forty-Two Million Four Hundred Ten Thousand Dollars (\$42,410,000) in accordance with the terms and provisions of the Trust Agreement. The purposes for which the proceeds of the Bonds shall be expended are to refund the Refunded Bonds, acquire the Projects, pay Costs of Issuance, and fund the Reserve Account.
3. That the City hereby appoints U.S. Bank National Association as Trustee on behalf of the holders of the Bonds with the duties and powers of the Trustee as set forth in the Trust Agreement.
4. That the City hereby appoints Stradling Yocca Carlson & Rauth, a Professional Corporation, to act as Bond Counsel and Richards, Watson & Gershon, a Professional Law Corporation, to act as Disclosure Counsel with respect to the issuance of the Bonds.
5. That the City hereby appoints Southwest Securities, Inc., to act as Underwriter with respect to the issuance of the Bonds.
6. That the proposed forms of the Property Lease, Lease Agreement, Trust Agreement, Escrow Agreement, Continuing Disclosure Certificate (as defined in the Preliminary Official Statement), Preliminary Official Statement, and Purchase Contract are hereby approved substantially in the form presented at this meeting.
7. That, for purposes of Rule 15c2-12 of the Securities and Exchange Commission, the City Manager of the City (the "City Manager") is authorized and directed, on behalf of the City, to cooperate with the Authority to put the Preliminary Official Statement in final form and to deem the Preliminary Official Statement in such form final as of its date except for such changes or additions to pricing, underwriting, and other information therein as may be permitted by Rule 15c2-12.
8. That the Mayor of the City (the "Mayor") and the City Manager or his designee, acting together or separately, are hereby authorized and directed for and in

the name of the City to execute the Property Lease, Lease Agreement, Escrow Agreement, Continuing Disclosure Certificate, Purchase Contract, and Trust Agreement in substantially the forms hereby approved with such additions or deletions thereto and changes therein (including the designation of additional properties as subject to the Lease Agreement and Property Lease) as are recommended or approved by Bond Counsel and approved by such officers, such approval to be conclusively evidenced by the execution and delivery thereof.

9. That except as otherwise defined herein, capitalized terms used in this Resolution shall have the meanings given them in the Trust Agreement or the Lease Agreement.

10. That the Mayor, the City Manager, and all other officers and employees of the City are hereby authorized and directed to execute all other documents and take all other actions on behalf of the City that may be necessary or advisable to carry out the transactions contemplated by the Property Lease, Lease Agreement, Trust Agreement, Escrow Agreement, Continuing Disclosure Certificate, Purchase Contract, and Bonds.

11. That this Resolution shall take effect upon adoption.

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

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Mayor

**ATTEST:**

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Deputy City Clerk

I, Yvonne L. Smith, Deputy City Clerk of the City of Montclair, DO HEREBY CERTIFY that Resolution No. 14-3051 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

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Yvonne L. Smith  
Deputy City Clerk

## AGENDA REPORT

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**SUBJECT:** CONSIDER ADOPTION OF ORDINANCE  
NO. 14-947 AMENDING CHAPTER 8.16.020  
OF THE MONTCLAIR MUNICIPAL CODE  
RELATED TO RESTRICTED STREETS

FIRST READING

**DATE:** October 6, 2014

**SECTION:** PUBLIC HEARINGS

**ITEM NO.:** B

**FILE I.D.:** FLP040

**DEPT.:** PUBLIC WORKS

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**REASON FOR CONSIDERATION:** The California Vehicle Code allows cities to regulate truck traffic on city streets by designating certain streets as either restricted or unrestricted streets. This restriction applies to vehicles exceeding a certain weight, generally 10,000 pounds. Chapter 8.16.020 of the Montclair Municipal Code identifies Montclair streets that are unrestricted, meaning that vehicles passing over them may weigh up to 80,000 pounds without any special permits being required to be on the street. Modifications to the Municipal Code, when needed, require City Council adoption of an Ordinance.

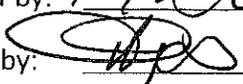
**BACKGROUND:** Chapter 8.16.020 of the Montclair Municipal Code was last amended in 2006 by Ordinance No. 06-874, at which time driving restrictions were removed from a portion of Monte Vista Avenue north of Mission Boulevard and Brooks Street east of Ramona Avenue. The change was made in conjunction with truck parking restrictions throughout the City. At that time, truck parking was prohibited anywhere in the City except for portions of Brooks Street east of Ramona Avenue.

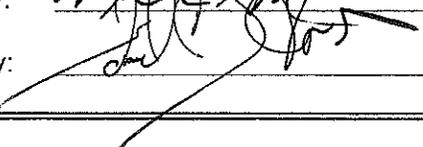
Fines for violations of Chapter 8.16.020 of the Municipal Code are established under Paragraph I of this Chapter: "Any person or persons convicted for violations of this section shall be subject to the penalty set forth in the California Vehicle Code Section 42030 (a) through (d)." Fines are further clarified by Resolution No. 10-2853 adopted by the City Council in 2010. Under this resolution, fines could be as high as \$42,000. Fines are based on both the amount of weight over the maximum permissible weight (10,000 pounds) and whether the violation is the first, second, or third such violation in a 12-month period.

The maximum potential fine to which a violator of Chapter 8.16.020 might be subjected is grossly out of proportion with the magnitude of the violation committed. Upon further research by staff, it was also determined that city fines in excess of \$1,000 were prohibited by state law under Government Code Section 36901. Therefore, fines set forth under Chapter 8.16.020-I of the Municipal Code and by Resolution No. 10-2853 are in violation of state law and need to be revised. In addition, further amendments of this Chapter of the Municipal Code are also proposed as explained below.

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Prepared by:   
Proofed by: 

Reviewed and Approved by:   
Presented by: 

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In Paragraph A of Chapter 8.16.020, streets are classified as either unrestricted, intermediate (less than 16,000 pounds), or restricted (less than 10,000 pounds). There are only two streets classified as intermediate streets within the City: Monte Vista Avenue between the I-10 Freeway and San Bernardino Street and San Bernardino Street throughout the City—Mills Avenue (Pomona) to Benson Avenue (Ontario). San Bernardino Street in Pomona is a restricted street, so it makes little sense allowing 16,000-pound trucks westbound on San Bernardino Street. When they reach Mills Avenue in Pomona, they cannot legally proceed straight or turn either direction on Mills Avenue. Unless making a pickup or delivery, they can only make a U-turn—not necessarily a safe move in this residential neighborhood. The same is true for San Bernardino Street at Benson Avenue in Ontario. It is a dead-end street as far as trucks are concerned.

Therefore, it is proposed that the intermediate street designation be removed from San Bernardino Street; and with this removal, there is no longer a need for an intermediate street designation for Monte Vista Avenue from the I-10 Freeway to San Bernardino Street. With the elimination of both these sections, there is also no longer a need for the intermediate street classification in the Municipal Code.

A minor modification of Chapter 8.16.020 Paragraph B.7 is also proposed. This change would designate that portion of Monte Vista Avenue between Holt Boulevard and Mission Boulevard as unrestricted, allowing trucks to legally travel between Holt and Mission Boulevards.

The elimination of the intermediate street classification discussed above means that Chapter 8.16.020 Paragraph C can be removed in its entirety. With the elimination of Paragraph C, the remaining paragraphs are relettered. Minor changes for clarity are shown in the attached Ordinance.

The last significant change affects the last paragraph of this Chapter, formerly Paragraph I but now proposed Paragraph H. Instead of referencing the Vehicle Code for the fine, it references Chapter 1.12 of the Municipal Code.

**FISCAL IMPACT:** Under Chapter 8.16.020 as currently written, fines are established under a schedule set forth in the Vehicle Code that allows fines up to \$14,000, and under Resolution No. 10-2853 that allows penalties for multiple violations up to \$42,000. Citations over the past several years have ranged from several hundred dollars to as much as \$13,000. Most of the violations have fines in the \$4,000 to \$8,000 range. Virtually all of the citations are contested and wind up being appealed. On appeal, the citations are either overturned or upheld and if upheld, the fines reduced to \$1,000 or less in accordance with Government Code Section 36901.

In 2013, 31 appeals were heard with 24 citations being upheld and 7 being overturned. This process resulted in fines being assessed up to \$24,000. With the fine schedule proposed under the new Paragraph H, the citation would be considered a misdemeanor and the fine set at \$1,000. Using the 2013 numbers, the revenue generated would still be as much as \$24,000. Therefore, the financial impact is revenue neutral.

**RECOMMENDATION:** Staff recommends the City Council adopt the first reading of Ordinance No. 14-947 amending Chapter 8.16.020 of the Montclair Municipal Code related to restricted streets.

ORDINANCE NO. 14-947

AN ORDINANCE OF THE CITY COUNCIL  
OF THE CITY OF MONTCLAIR AMENDING  
CHAPTER 8.16.020 OF THE MONTCLAIR  
MUNICIPAL CODE

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

Section I.

8.16.020 Truck routes.

A. Classification. The streets or portions thereof of the City are declared to be and are divided and classified into **two** groups and shall henceforth be known as and regulated as to heavy traffic by the names of such **two** groups, together with regulations pertaining thereto as set forth in this section. Such **two** groups are designated as: unrestricted streets and restricted streets.

B. Unrestricted Streets. The streets designated in this subsection shall henceforth be known and designated as unrestricted streets, and the City imposes no weight restrictions or regulations thereon except as are contained in the Vehicle Code of the State:

1. Arrow Highway from the westerly City limits to Benson Avenue;
2. Palo Verde Street from Monte Vista Avenue to Central Avenue;
3. Holt Boulevard from Mills Avenue to Benson Avenue;
4. Mission Boulevard from the westerly City limits to **Central Avenue**;
5. Monte Vista Avenue from Palo Verde Street to the northerly City limits;
6. Central Avenue from the northerly City limits to the southerly City limits;
7. Monte Vista Avenue from Mission Boulevard to **Holt Boulevard**;  
and
8. Brooks Street from Ramona Avenue to a point 1,650 feet east of the centerline of Monte Vista Avenue.

C. Restricted Streets. It is unlawful for any person owning or operating any motor vehicle or truck-trailer combination exceeding a maximum gross weight of 10,000 pounds to drive or propel the same, or to cause or permit the same to be driven or propelled, at any time upon, over, or across any and all streets or portions of streets not otherwise classified as unrestricted streets.

D. Exceptions. The provisions of this section shall not prohibit any vehicle or truck-trailer combination exceeding the prescribed maximum gross weight limit, coming from an unrestricted or less restricted street, having ingress and egress by direct route to and from such restricted

streets when necessary for the purpose of making pickups or deliveries of goods, wares, and merchandise from or to any building or structure located on such restricted streets and for the purpose of delivering materials to be used in the actual and bona fide repair, alteration, remodeling, or construction of any building, structure, or street upon such restricted street but then only by such deviation from the nearest unrestricted or less restricted street as is reasonably necessary.

- E. Exemptions. The provisions of this section shall not apply to:
1. Passenger buses under the jurisdiction of the Public Utilities Commission of the State;
  2. Any vehicle owned by a public utility while necessarily in use in the construction, installation, servicing, or repair of any public utility;
  3. Emergency vehicles of the City;
  4. School buses under the jurisdiction of any school district;
  5. Any vehicle owned by the City while necessarily in use in the construction, installation, servicing, or repair of any City-owned facility;
  6. Any vehicle owned or operated by contractor or subcontractor under contract with the City while in use in the construction, installation, servicing, or repair of any City-owned facility; or
  7. Refuse collection vehicles.

F. Signs. The City Council, in accordance with the provisions of Section 35701 of the Vehicle Code of the State, determines that notice of the provisions of this section will best be given by posting **unrestricted** streets affected by the provisions of this section; and the City Engineer is authorized to post appropriate signs on any such street, which signs shall state and declare the load limits established by the provisions of this section. **The City Engineer may post appropriate signs on restricted streets as he/she deems necessary.**

G. Proof of Compliance. Any Police Officer shall have the authority to require any person driving or in control of any vehicle proceeding over a street to proceed to any public or private scale within a radius of ten miles for the purpose of weighing such vehicles and determining whether there has been compliance with the provisions of this section.

H. Weight Violations—Penalty. **Any person in violation of the provisions of this section shall be subject to the penalties set forth in Chapter 1.12 of the Montclair Municipal Code.**

## **Section II. Severability.**

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

sections, subsections, subdivisions, paragraphs, sentences, clauses, or phrases be declared unconstitutional.

**Section III. Effective Date.**

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

**Section IV. Posting.**

The 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.

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Mayor

**ATTEST:**

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Deputy City Clerk

I, Yvonne L. Smith, Deputy City Clerk of the City of Montclair, DO HEREBY CERTIFY that the foregoing is a true and correct copy of Ordinance No. 14-947 of said City, which was introduced at a regular meeting of the City Council held on the XX day of XX, 2014, and finally passed not less than five (5) days thereafter on the XX day of XX, 2014, by the following vote, to-wit:

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

---

Yvonne L. Smith  
Deputy City Clerk

# AGENDA REPORT

**SUBJECT:** CONSIDER ADOPTION OF ORDINANCE  
NO. 14-946 AMENDING CHAPTER 11.78  
OF THE MONTCLAIR MUNICIPAL CODE  
RELATED TO THRIFT STORES AND  
SECOND-HAND MERCHANDISE STORES  
  
SECOND READING

**DATE:** October 6, 2014  
**SECTION:** PUBLIC HEARINGS  
**ITEM NO.:** C  
**FILE I.D.:** FLP025/LDU050  
**DEPT.:** COMMUNITY DEV.

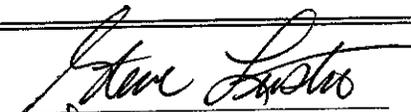
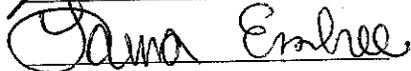
**REASON FOR CONSIDERATION:** Amendments to the Municipal Code require public hearing review and approval by the City Council.

**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 by expressly permitting thrift stores and second-hand merchandise stores in the C-3 (General Commercial) zone and the "C" (Commercial) and "BP" (Business Park) land use districts of the Holt Boulevard Specific Plan subject to approval of a CUP. Four of the five thrift stores currently operating in Montclair are located within these zoning/land use designations. The fifth thrift store, located on Central Avenue, is within the C-2 (Restricted Commercial) zone and would be allowed to continue to operate as a legal nonconforming use.

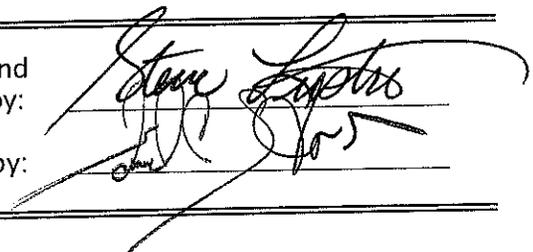
**FISCAL IMPACT:** Adoption of Ordinance No. 14-946 would result in no fiscal impact to the City.

**RECOMMENDATION:** Staff recommends the City Council adopt 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; BP & C within HBSP).

**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.

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Mayor

**ATTEST:**

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Deputy City Clerk

I, Yvonne L. Smith, Deputy City Clerk of the City of Montclair, DO HEREBY CERTIFY that the foregoing is a true and correct copy of Ordinance No. 14-946 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

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Yvonne L. Smith  
Deputy City Clerk

## AGENDA REPORT

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<b>SUBJECT:</b> CONSIDER APPROVAL OF THE CITY OF MONTCLAIR CAPITAL IMPROVEMENT PROGRAM FOR FISCAL YEARS 2014-2019	<b>DATE:</b> October 6, 2014
CONSIDER APPROPRIATION OF FUNDS AS INDICATED IN THE ATTACHED CAPITAL IMPROVEMENT PROGRAM AND IN THE FISCAL IMPACT SECTION OF THIS REPORT	<b>SECTION:</b> ADMIN. REPORTS
	<b>ITEM NO.:</b> 1
	<b>FILE I.D.:</b> FIN285
	<b>DEPT.:</b> PUBLIC WORKS

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**REASON FOR CONSIDERATION:** The City Council is requested to consider approval of the City of Montclair Capital Improvement Program for Fiscal Years 2014-15 through 2018-19 and funding for Fiscal Year 2014-15. Adopting a Capital Improvement Program provides assurance that long-range Capital project objectives would receive proper consideration and that financing would be available as authorized.

**BACKGROUND:** The Capital Improvement Program (CIP) is presented to the City Council on an annual basis with appropriations made for the first year of the program. Last June 17, 2013, the City adopted a five-year CIP for Fiscal Years 2013-14 through 2018-19 and appropriated funds for projects identified for Fiscal Year 2013-14. The proposed CIP attached to this agenda report is for Fiscal Years 2014-15 through 2018-19 with funding for Fiscal Year 2014-15. It notes projects with previous funding, projects with additional funding for the current fiscal year, and projects for which funding is expected to be requested in future years.

The CIP has been reviewed by the Planning Commission for consistency with the General Plan and by the Public Works Committee with a recommendation for approval.

The attached CIP also includes a status summary of projects from prior years. In general, projects are listed as being complete, ongoing, or recommended for removal from the CIP. Those recommended for removal are either no longer necessary or lack sufficient funds to proceed at this time. When funds become available for design and/or construction, they will be added to a future CIP.

**FISCAL IMPACT:** The City Council's approval of the Capital Improvement Program for Fiscal Years 2014-2015 through 2018-19 would have no fiscal impact on the General Fund. The CIP worksheets include project cost estimates and funding sources.

The table on the following page lists the appropriations required as part of this CIP along with the funds from which the appropriations would come.

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

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<i>Project</i>	<i>Total Appropriation</i>	<i>Appropriation by Fund</i>	
Central Avenue/UPRR Replacement Project	\$ 30,000	Measure I	\$ 30,000
Monte Vista Avenue Grade Separation Project	1,920,000	Measure I	320,000
		Federal Funds	1,600,000
Northeast Montclair Street Rehabilitation Project	100,000	Measure I	100,000
Miscellaneous Residential Street Rehabilitation Project	100,000	Measure I	100,000
MFD Self-Contained Breathing Apparatus	<u>71,177</u>	Fund 1143	44,483
		Contingency	<u>26,694</u>
TOTALS	<u>\$ 2,221,177</u>		<u>\$ 2,221,177</u>

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

1. Approve the City of Montclair Capital Improvement Program for Fiscal Years 2014-2019.
2. Appropriate funds as indicated in the attached Capital Improvement Program and in the Fiscal Impact section of this report.

# 2014-2018 CAPITAL IMPROVEMENT PROGRAM

## PRIOR YEARS SUMMARY STATUS

Project No.	Project Title Description	Project Status
1-02-1	<u>Bridge Inspection/Bridge Repair-Grant Assistance</u> This project will perform additional bridge inspection and seek funds for bridge repair/reconstruction/rehabilitation	This project is complete and the City was successful in getting grant funding for the replacement of the Central Avenue/UPRR bridge. A new project number has been assigned to carry this project forward.
1-03-7	<u>Monte Vista/UPRR Grade Separation</u> This project will construct a bridge over the Union Pacific Railroad tracks.	Although all environmental work and right-of-way acquisition associated with the project have been completed, and the design was mostly complete, UPRR now requires extensive changes to the design. A new design is required and a new project number has been assigned to carry this project forward.
1-06-02	<u>Infrastructure Concrete Repairs</u> This project will provide for the repair of curb, gutter, sidewalks and drive approaches at various locations within the City.	Funding is provided on an annual basis. Work is ongoing.
7001	<u>Carlton Street Reconstruction</u> This project will construct curb, gutter, sidewalk, streetlights, and sewers for Carlton Street east of Monte Vista Avenue.	All work associated with this project has been completed.
7002	<u>Community Center Restrooms</u> This project will construct new restrooms in the Community Center.	All work associated with this project has been completed.

Project No.	Project Title Description	Project Status
7003	<p data-bbox="370 153 753 184"><u>Intersection Rehabilitation</u></p> <p data-bbox="331 191 792 405">This project will reconstruct the approaches to several intersections in the City where rutting caused by bus traffic has created unacceptable pavement conditions.</p>	<p data-bbox="818 153 1435 222">All work associated with this project has been completed. Intersections included:</p> <p data-bbox="818 228 1435 296">Arrow and Monte Vista; Central and Palo Verde; and Holt and Ramona</p>
7006	<p data-bbox="370 449 753 512"><u>Northwest Montclair Street Rehabilitation</u></p> <p data-bbox="331 518 792 663">As part of the City's pavement management program, local residential streets in this part of the City will be resurfaced.</p>	<p data-bbox="818 449 1435 512">All work associated with this project has been completed.</p>
7007	<p data-bbox="342 707 781 739"><u>Monte Vista Avenue Widening</u></p> <p data-bbox="331 745 792 993">This project will widen the east side of Monte Vista Avenue between Mission Boulevard and Howard Street, including the installation of curb, gutters, sidewalks, streetlights, and pavement.</p>	<p data-bbox="818 707 1435 770">All work associated with this project has been completed.</p>
7008	<p data-bbox="347 1037 776 1068"><u>Recreation Building Upgrades</u></p> <p data-bbox="331 1075 792 1285">This project will remodel the locker rooms in the Recreation Building, add an employee restroom, add a sink to the employee break room, and add a public counter.</p>	<p data-bbox="818 1037 1435 1142">The design for this project has been completed and the project is now ready to advertise.</p>
7009	<p data-bbox="354 1329 769 1360"><u>City Hall Patio Improvements</u></p> <p data-bbox="331 1367 792 1577">This project will address ADA accessibility issues to City Hall, construct a new patio area for employees, and provide additional landscaping at the south entry to City Hall.</p>	<p data-bbox="818 1329 1435 1434">Work on this project has been completed. Most of the work was performed by City Yard personnel.</p>

Project No.	Project Title Description	Project Status
7010	<u>Ramona Avenue Rehabilitation</u> This project will provide a new street surface for Ramona Avenue between Mission Boulevard and Phillips Boulevard. A sewer repair included in the CIP but not assigned a number is also part of this project.	All work associated with this project has been completed.
7012	<u>City Hall Patio Cover</u> This project will construct a shade sail over the patio improvements completed under Project 7009.	Due to a funding shortfall, it is recommended that this project be put on hold and revisited at a later date.
7013	<u>Police Fuel Storage Upgrades</u> This project will provide safer access to the fuel storage tanks at the Police Department Facility. The existing filler necks for the tanks require someone to climb stairs to access the filler necks. The modifications will lower the necks to ground level.	All work associated with this project has been completed.
7014	<u>Northeast Montclair Street Rehabilitation</u> As part of the City's pavement management program, local residential streets in this part of the City will be resurfaced.	All work associated with this project has been completed. Due to insufficient funds, not all streets were completed. A new project will be submitted for City Council approval to complete the remaining work.
70000	<u>Central Ave./San Bernardino St. Signal Upgrades</u> This project will make signal modifications for protected left turn phasing for north/south and east/west traffic.	Design work for this project has been completed and the project is ready to advertise for bids.

Project No.	Project Title Description	Project Status
70001 (previously 7011)	<u>Sunrise Park Block Wall</u> This project will reconstruct a block wall along the north side of Sunrise Park.	The design for this project is complete. The project was advertised for bids, but the bids came in too high. Changes were made to the design and the project readvertised. Construction is expected to be completed by the end of 2014.
70002	<u>Mission Boulevard Signal Coordination Upgrades</u> This project will improve signal coordination along Mission Boulevard.	This project was added to the CIP with the hope of obtaining grant funding for the work. The City was not successful in its grant application. It is recommended that this project be put on hold and revisited at a later date if funding becomes available.
70003 (previously 7005)	<u>Central Avenue/UPRR Grade Separation Reconstruction</u> This project will reconstruct the bridge over the UPRR tracks and add additional lanes to the bridge.	This project developed as a result of the study done under Project 1-02-1. The City was successful in getting grant funding for the reconstruction. It is anticipated a consultant will be selected to perform the design before the end of 2014.
70004 (previously 7004)	<u>Monte Vista/UPRR Grade Separation</u> This project will construct a bridge over the Union Pacific Railroad tracks.	This project is the same as Project 1-03-7. A new design is required due to changes made by UPRR. The consultant for this design has been selected and design should be completed by the end of 2015.
-	<u>8700 Central Avenue Rule 20</u> This project will remove overhead utilities on the west side of Central Avenue from the Union Pacific Bicycle trail to Richton Street and place them underground.	The design for this work has been completed, but pending state action on the use of Successor Agency funds for construction, there is no work currently underway.

# Infrastructure Fund Capital Project Funding Information

Project Name: Central Avenue/UPRR Replacement Project (Formerly Bridge Inspection/Bridge Repair-Grant Assistance)  
 Project Details: This project will provide design, environmental clearance, right-of-way acquisition, and construction of a new bridge to replace the existing Central Avenue bridge over the Union Pacific Railroad tracks. (This project was previously identified as Project No. 1-02-1.)

Preparation Date: October 15, 2012 Department: Public Works  
 Project No. (Assigned by Finance): 7005 Contact/Ext.: Michael C. Hudson 441

Phase	Fiscal Years						Total	Fund/Program
	Prior Years	2014/2015	2015/2016	2016/2017	2017/2018	2018/2019		
Environmental	132,795.00						132,795.00	Fed. MAP-21
	17,205.00						17,205.00	Fund 1104-Meas I
Design	25,000.00						25,000.00	Fund 1102-Gas
		30,000.00	1,034,562.00				1,034,562.00	Fed. MAP-21
			134,038.00				164,038.00	Fund 1104-Meas I
R/W Acquisition								
Construction					14,030,234.00		14,030,234.00	Fed. MAP-21
					1,817,766.00		1,817,766.00	Fund 1104-Meas I
<b>Total</b>	<b>175,000.00</b>	<b>30,000.00</b>	<b>1,168,600.00</b>	<b>0.00</b>	<b>15,848,000.00</b>	<b>0.00</b>	<b>17,221,600.00</b>	

Approvals: \_\_\_\_\_ By: *M. C. Hudson* Date: August 7, 2014  
 Department: Public Works Department  
 Finance By: \_\_\_\_\_ Date: \_\_\_\_\_  
 City Council Date: \_\_\_\_\_  
 Revision Dates: 7/15/2013 8/7/2014  
**Total Cost: \$17,221,600.00**

# Infrastructure Fund Capital Project Funding Information

Project Name: Monte Vista Avenue/Union Pacific Grade Separation Project  
 Project Details: This project will construct a bridge over the Union Pacific Railroad tracks at Monte Vista Avenue. (This project was previously identified as Project No. 1-03-7.) Project was to be funded 100% by state, but due to state funding issues, construction will use Measure I and federal funds.

Preparation Date: October 15, 2012 Department: Public Works Department Estimated Start Date: Constr.-2016  
 Project No. (Assigned by Finance): 7004 Contact/Ext.: Michael C. Hudson 441

Phase	Fiscal Years				Total	Estimated Completion	Grant Billing Date	Fund/Program (Fund Name & Number)
	Prior Years	2014/2015	2015/2016	2016/2017				
Environmental	250,000.00 300,000.00				250,000.00 300,000.00	Completed Completed	Billed previously N/A	TCRP Measure I
Design	2,110,000.00 300,000.00				2,110,000.00 300,000.00			TCRP Measure I
R/W Acquisition		1,600,000.00 320,000.00			1,600,000.00 320,000.00	Dec. 2013 Dec. 2015	N/A	Fed HPP Measure I
Construction	8,458,000.00 1,250,000.00				8,458,000.00 1,250,000.00	Completed Completed		TCRP RDA
	300,000.00				300,000.00	Dec. 2013	N/A	Measure I
			10,000,000.00		10,000,000.00	2017		Fed PNRS
			5,000,000.00		5,000,000.00	2017		CPUC
<b>Total</b>	<b>12,968,000.00</b>	<b>1,920,000.00</b>	<b>15,000,000.00</b>	<b>0.00</b>	<b>29,888,000.00</b>	<b>Dec. 2017</b>		

Approvals: \_\_\_\_\_ Date: August 7, 2014  
 Department: Public Works Department By: *[Signature]*  
 Finance By: \_\_\_\_\_ Date: \_\_\_\_\_  
 City Council Date: \_\_\_\_\_  
 Revision Number: #1-8/7/14  
 Total Project Cost: \$29,888,000.00

# Infrastructure Fund Capital Project Funding Information

Project Name: Northeast Montclair Street Rehabilitation Project  
 Project Details: This project will resurface residential streets in the northeastern part of the City that were not covered by the previous project. Funds were insufficient with the previous project. The limits are bounded by San Bernardino Street, Benson Avenue, I-10 Freeway and Central Avenue.

Preparation Date: August 7, 2014 Department: Public Works  
 Project No. (Assigned by Finance): \_\_\_\_\_ Contact/Ext.: Michael Hudson 441

Phase	Fiscal Years					Total	Fund/Program
	Prior Years	2014/2015	2015/2016	2016/2017	2017/2018		
Environmental							
Design							
RAW Acquisition							
Construction		100,000.00				100,000.00	1104-Measure I
<b>Total</b>	0.00	100,000.00	0.00	0.00	0.00	100,000.00	

Approvals: \_\_\_\_\_ Date: August 7, 2014  
 Department: Public Works By: Michael C. Hudson  
 Finance By: \_\_\_\_\_ Date: August 7, 2014  
 City Council Date: \_\_\_\_\_  
 Revision Number: \_\_\_\_\_

Total Project Cost: \$100,000.00

# Infrastructure Fund Capital Project Funding Information

Project Name: Miscellaneous Residential Street Rehabilitation Program  
 Project Details: Under SANBAG's Measure I program, a portion of the funds given to cities each year can be used for general maintenance and rehabilitation. The streets do not need to be named and are generally determined on a year to year basis. In the first year 2014/2015, staff proposes completing rehabilitation work on streets in the northeast portion of the City not covered by the previous Northeast City Rehabilitation Project.

Preparation Date: August 7, 2014 Department: Public Works  
 Project No. (Assigned by Finance): \_\_\_\_\_ Contact/Ext.: Michael Hudson 441

Phase	Prior Years	Fiscal Years					Total	Fund/Program
		2014/2015	2015/2016	2016/2017	2017/2018	2018/2019		
Environmental								
Design								
R/W Acquisition								
Construction		100,000.00	100,000.00	100,000.00	100,000.00	100,000.00	500,000.00	1104-Measure I
<b>Total</b>	<b>.00</b>	<b>100,000.00</b>	<b>100,000.00</b>	<b>100,000.00</b>	<b>100,000.00</b>	<b>100,000.00</b>	<b>500,000.00</b>	

Approvals: \_\_\_\_\_ Date: August 7, 2014  
 Department: Public Works By: Michael C. Hudson  
 Finance By: \_\_\_\_\_ Date: August 7, 2014  
 City Council Date: \_\_\_\_\_  
 Revision Number: \_\_\_\_\_  
**Total Project Cost: \$500,000.00**

# Infrastructure Fund Capital Project Funding Information

**Project Name:** Montclair Fire Department Self Contained Breathing Apparatus (SCBA) Fill Station Replacement Project

**Project Details:** The SCBA fill station at Fire Station No. 151 is in need a replacement. This unit is approximately 20 years old and has been modified several times, and overhauled to be functional as a frequently used piece of apparatus even though it is a very small unit that was not made for such high frequency use. The fill station is also out of compliance per OSHA 1910.134(i)(7) because it does not have a carbon monoxide alarm to monitor carbon monoxide levels. To install a new fill station at Fire Station No. 151, the electrical power at the station needs to be upgraded. The new fill station will require a three-phase power source. Construction associated with the new power source will include the installation of an electrical disconnect box with flexible conduit and proper wire run into an electrical control panel. The cost to purchase a new fill station is estimated to be \$66,177.10. The estimated cost to upgrade the electrical power source is \$5,000.

**Preparation Date:** August 14, 2014      **Department:** Fire Department

**Project No. (Assigned by Finance):** \_\_\_\_\_      **Contact/Ext.:** Angelic Bird      542

Phase	Fiscal Years						Fund/Program
	Prior Years	2014/2015	2015/2016	2016/2017	2017/2018	2018/2019	
Environmental Design							
R/W Acquisition							
Construction		44,483.48					44,483.48
		26,693.62					26,693.62
<b>Total</b>	0.00	71,177.10	0.00	0.00	0.00	0.00	71,177.10
							1143-SB509 Fund
							Contingency Fund

**Approvals:**

**Department:** \_\_\_\_\_      **By:** \_\_\_\_\_      **Date:** \_\_\_\_\_

**Finance**      **By:** \_\_\_\_\_      **Date:** \_\_\_\_\_

**City Council Date:** \_\_\_\_\_

**Revision Number:** \_\_\_\_\_

**Total Project Cost:** \$71,177.10

## AGENDA REPORT

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<b>SUBJECT:</b> CONSIDER AUTHORIZING THE ALLOCATION AND EXPENDITURE OF SUPPLEMENTAL LAW ENFORCEMENT SERVICES ACCOUNT GRANT FUNDS	<b>DATE:</b> October 6, 2014 <b>SECTION:</b> ADMIN. REPORTS <b>ITEM NO.:</b> 2 <b>FILE I.D.:</b> PDT362 <b>DEPT.:</b> POLICE
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**REASON FOR CONSIDERATION:** The City Council is requested to consider allocation of Fiscal Year 2013-14 Supplemental Law Enforcement Services Account grant funds to the Police Department Fiscal Year 2014-15 Budget.

**BACKGROUND:** Government Code Sections 30061-30063 stipulate that in each county treasury a Supplemental Law Enforcement Services Account (SLESA) be established to receive all funds allocated to a county for purposes of implementing the guidelines for SLESA grant funds. The county auditor shall allocate the moneys in the county's SLESA, including interest or other earned returns, within three days of deposit into the SLESA.

SLESA moneys are for the exclusive use of "front line law enforcement services" and "front line municipal police services," shall be used to supplement existing services, and shall not be used to supplant any existing funding for law enforcement services provided by the receiving entity.

The City of Montclair received \$100,025 from the Fiscal Year 2013-14 SLESA grant, which has been used for Patrol overtime and to purchase a motorcycle for the recently established Traffic Safety Division. The Chief of Police proposes the remaining grant funds in the amount of \$24,987 be allocated to the Police Department Fiscal Year 2014-15 Budget to outfit the Mobile Command Trailer with graphics, two television monitors, and miscellaneous articles of furniture and to purchase motorcycle equipment and supplies and Motor Officer uniform apparel.

**FISCAL IMPACT:** If authorized by the City Council, \$24,987 in SLESA grant funds would be allocated to the Police Department Fiscal Year 2014-15 Budget Small Equipment Account for the above itemized purchases.

**RECOMMENDATION:** Staff recommends the City Council authorize the allocation and expenditure of Supplemental Law Enforcement Services Account grant funds.

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Prepared by: <u>Judy B.</u>	Reviewed and Approved by: <u>R. [Signature]</u>
Proofed by: <u>Sharon Gaganian</u>	Presented by: <u>[Signature]</u>

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## AGENDA REPORT

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<b>SUBJECT:</b> CONSIDER ACCEPTANCE OF A GRANT FROM THE COMMUNITY CLINIC ASSOCIATION OF SAN BERNARDINO COUNTY IN THE AMOUNT OF \$4,166.70 FOR PURCHASE OF MEDICAL EQUIPMENT AND SUPPLIES FOR THE MONTCLAIR MEDICAL CLINIC	<b>DATE:</b> October 6, 2014 <b>SECTION:</b> ADMIN. REPORTS <b>ITEM NO.:</b> 3 <b>FILE I.D.:</b> HSV043 <b>DEPT.:</b> HUMAN SERVICES
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**REASON FOR CONSIDERATION:** The City Council is requested to consider acceptance of a grant from the Community Clinic Association of San Bernardino County and to approve the expenditure of the grant funds. The Montclair Medical Clinic is a member of CCASB and is, therefore, eligible to receive the grant funds.

**BACKGROUND:** The Community Clinic Association of San Bernardino County (CCASB), established in 2010, is focused on primary healthcare for residents in need of medical services. The Montclair Medical Clinic is a chartered member of CCASB and is one of ten clinics in the Association. CCASB received grant funding from the California Wellness Foundation to provide assistance to members of CCASB. As a member of CCASB, the Montclair Medical Clinic was selected to receive a portion of this grant funding and will use the funds to purchase new medical equipment and supplies.

**FISCAL IMPACT:** Should the City Council accept the grant from CCASB, the Montclair Medical Clinic would be awarded \$4,166.70 to purchase new medical equipment and supplies. The Finance Department has established Account No. 1164-4382-51132-400-00000 to be used specifically for these purchases.

**RECOMMENDATION:** Staff recommends the City Council accept a grant from the Community Clinic Association of San Bernardino County in the amount of \$4,166.70 for purchase of medical equipment and supplies for the Montclair Medical Clinic.

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

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## AGENDA REPORT

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<b>SUBJECT:</b> CONSIDER AUTHORIZATION TO PURCHASE NEW PATCHES AND UNIFORM BADGES FOR POLICE DEPARTMENT PERSONNEL UTILIZING FEDERAL ASSET FORFEITURE FUNDS	<b>DATE:</b> October 6, 2014 <b>SECTION:</b> ADMIN. REPORTS <b>ITEM NO.:</b> 4 <b>FILE I.D.:</b> PDT375 <b>DEPT.:</b> POLICE
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**REASON FOR CONSIDERATION:** The City Council is requested to consider authorizing the use of Federal Asset Forfeiture Funds to purchase new patches and uniform badges for issuance to Police Department personnel.

**BACKGROUND:** The Montclair Police Department patch carries with it years of tradition and history; however, the patch currently in use is outdated in quality, design, detail, and color. It includes a graphic representation of Mount Baldy with an orange tree in the foreground.

The Police Department, in partnership with the Montclair Police Officers Association (MPOA), has worked with a local vendor and designer to update the patch. Its proposed design is the same basic theme as the current version except the stitched center image is more prominent and more detailed. The proposed new patch features a modern black and silver color scheme and improved quality over the current design and has been approved by Police Department staff.

Should this item be approved, the appropriate Police Department staff would receive new black and silver Sergeant stripes, Field Training Officer stripes, service stripes, and a two-tone silver-stitched badge to complement the color and design of the new patch.

Early in the design process, price quotations were received from the current vendor and two other vendors as follows:

<i>Vendor</i>	<i>Bid Amount</i>
Emblem Enterprises, Inc.	\$5,121
Arrowhead Emblems	\$5,548
Symbol Arts	\$6,013

Although Emblem Enterprises submitted the lowest initial price quote, staff subsequently finalized the proposed new design with Arrowhead Emblems. Arrowhead Emblems is a local company that produces a product featuring better detail, richer colors, and improved

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Prepared by: <u>M. de Moor</u>	Reviewed and Approved by: <u>M. de Moor</u>
Proofed by: <u>Sharon Gajanian</u>	Presented by: <u>[Signature]</u>

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overall quality. Being a local company, staff was able to meet with the graphic artist rather than having to rely on email correspondence or telephone conversations during the design phase.

Although current uniform badges were designed and issued in 2009, the color of the finish is not compatible with the proposed new patch. The current badge features a gold, silver, and blue color scheme designed by Sun Badge Company, which designed a badge prototype that maintains the current imagery and design with an updated silver and black color scheme. The proposed badge design complements the new color scheme of the proposed patch design. Altering the overall design of the badge would require a vendor to create a new mold, resulting in additional costs. Staff decided to keep the existing badge design and vendor to economize and, therefore, did not seek additional price quotations.

Sun Badge Company has offered to extend a 20 percent discount to the Police Department for purchase of new badges. To offset the cost, 46 sworn personnel, including management and MPOA members, have agreed to purchase the current badges issued to staff at 50 percent of the new badge purchase price, resulting in a savings of \$1,625. Staff received a price quotation of \$5,298 from Sun Badge Company for 75 uniform badges, the balance of which would be \$3,673 upon completion of the badge buyback.

**FISCAL IMPACT:** Should the City Council authorize this item, funding for purchase of new patches and uniform badges would result in an expenditure of \$9,221 from the Federal Asset Forfeiture Account.

**RECOMMENDATION:** Staff recommends the City Council authorize the purchase of new patches and uniform badges for Police Department personnel utilizing Federal Asset Forfeiture Funds.

## AGENDA REPORT

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**SUBJECT:** CONSIDER DECLARING 25 TURNOUT COATS AND 35 PAIRS OF TURNOUT PANTS AS SURPLUS AND AVAILABLE FOR DONATION TO THE MT. SAN ANTONIO COLLEGE FIRE TECHNOLOGY PROGRAM

**DATE:** October 6, 2014

**SECTION:** ADMIN. REPORTS

**ITEM NO.:** 5

**FILE I.D.:** EQS215-07

**DEPT.:** FIRE

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**REASON FOR CONSIDERATION:** The City Council is requested to consider declaring 25 turnout coats and 35 pairs of turnout pants as surplus and available for donation to the Mt. San Antonio College Fire Technology Program.

**BACKGROUND:** The Fire Department purchased the subject turnout coats and pants, also known as Personal Protective Equipment (PPEs), approximately ten or more years ago. The Fire Department has taken these PPEs out-of-service because of their age and noncompliance with National Fire Protection Association (NFPA) 1851. While these PPEs are no longer safe for entry into active fire environments, including live-fire training activities, they may be worn for nonfire training purposes.

The Fire Department has a longstanding relationship with the Mt. San Antonio College Fire Technology Program. Students from this program generously volunteer their time to assist at the Fire Department's Open House each year in October. In consideration of their annual assistance, the Fire Department would like to donate the out-of-service turnout coats and pants to the college.

**FISCAL IMPACT:** The City Council's action to declare the subject items as surplus and available for donation to Mt. San Antonio College would result in no fiscal impact.

**RECOMMENDATION:** Staff recommends the City Council declare 25 turnout coats and 35 pairs of turnout pants as surplus and available for donation to the Mt. San Antonio College Fire Technology Program.

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Prepared by:

*Angelita Padilla*  
*Haroldyn J. Stall*

Reviewed and  
Approved by:

*[Signature]*  
*[Signature]*

Proofed by:

Presented by:

## AGENDA REPORT

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**SUBJECT:** CONSIDER DECLARING CERTAIN CITY PROPERTY AND UNCLAIMED PROPERTY IN POLICE CUSTODY AS SURPLUS AND AVAILABLE FOR AUCTION

**DATE:** October 6, 2014

**SECTION:** ADMIN. REPORTS

**ITEM NO.:** 6

**FILE I.D.:** EQS051/052

**DEPT.:** POLICE

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**REASON FOR CONSIDERATION:** The City Council is requested to consider declaring certain City property and unclaimed property in Police custody as surplus so the items may be made available for auction.

**BACKGROUND:** Items on the attached lists are City property or unclaimed property in Police custody. Should the City Council declare the property as surplus, the items will be made available for auction.

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

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

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Prepared by: <u>Sharon Agapian</u>	Reviewed and Approved by: <u>R. Adams #86</u>
Proofed by: <u>Rudy B.</u>	Presented by: <u>[Signature]</u>

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MONTCLAIR POLICE DEPARTMENT  
 SURPLUS PROPERTY LIST  
 SEPTEMBER 25, 2014

TAG NO.	DESCRIPTION	SERIAL NO.	CR #	NOTATION
1	MOUNTAIN BIKE/SILVER & GREY (142D)	UNK	12-1531	E
2	MAGNA TORRID BIKE (318A)	65689874	13-4385	F
3	BMX DYNO BIKE (353A)	SY5F3318	14-4906	F
4	BLACK BIKE (341A)	UNK	13-5006	SK
5	MAGNA SILVER BIKE (309A)	99TD141658	13-5339	SK
6	BLUE KYKOMISH BIKE (317A)	UNK	13-5658	SK
7	BMX BIKE (310A)	NACB10H48841	13-5671	F
8	BLUE BIKE (296A)	UNK	14-0060	F
9	SILVER BIKE (332A)	UNK	14-0367	SK
10	PURPLE & SILVER ROAD MASTER BIKE (355B)	GK51357197	14-0499	SK
11	HUFFY BIKE (264A)	BB01D-064574	14-0651	SK
12	GREEN MOUNTAIN BIKE (310A)	UNK	14-0702	SK
13	BLUE SILVER SAIMANO BIKE (272A)	LI0971917	14-0951	F
14	BLUE ROADMASTER BIKE (355A)	SNFSD08AM6708	14-1115	SK
15	BLUE BMX BIKE (332A)	UNK	14-1498	SK
16	BLUE MOUNTAIN BIKE (354A)	14G22643	14-1823	SK
17	GREEN & BLACK HUFFY 10 SPEED BIKE (309A)	K6662-926533-OH0238	14-1906	SK
18	BLUE RALEIGH MOUNTAIN BIKE (310A)	T97044351	14-2041	F
19	PINK MOUNTAIN BIKE (310B)	A96W205443	14-2041	F
20	BLACK QUANTUM BMX BIKE (356A)	UNK	14-2335	SK
21	SCHWINN BLACK & SILVER RANGER BIKE (131A)	G07023418	14-2431	F
22	BLUE MURRAY BIKE (332A)	UNK	13-4952	SK
23	SCHWINN BIKE (131A)	S094485	14-2376	SK
24	RED/WHITE SCHWINN (332B)	CSCZK09205	14-2499	SK
25	BLACK/GREEN MTN BIKE (354A)	UNK	14-2485	F
26	SPIDERMAN BIKE (326A)	SNLSL12E0043	14-2559	F
27	MGX MONGOOSE BIKE (154A)	M000246670	14-2596	F
28	BLACK BMX BIKE (284A)	G1202033827	14-2653	F
29	RED NEXT MTN BIKE (356A)	UNK	14-2749	SK
30	BLUE BMX BIKE (332B)	UNK	14-3015	SK

TAG NO.	QTY	DESCRIPTION	SERIAL NO.	CR #	NOTATION
31	1	LAPTOP-PAVILLION	00029-014044-524	12-2089	E
32	1	LAPTOP-DELL	JYWQ31713171	12-2089	E
33	1	LAMINATOR	UNK	12-2089	E
34	1	BOLT CUTTERS	08-0242	08-0242	E
35	1	SONY SUB WOOFER BOX	41000304	09-0987	E
36	1	KENWOOD EQUALIZER	UNK	09-0987	E
37	1	AMPLIFIER	UNK	09-0987	E
38	1	AMPLIFER	UNK	09-0987	E
39	1	STEREO UNIT	UNK	09-0987	E
40	1	9MM CAMCORDER	UNK	02-3412	E
41	1	BLACK DRESS "JESSICA SIMPSON"	UNK	12-1527	SK
42	1	GRAY DRESS	UNK	12-1527	SK
43	2	CERWIN VEGA SPEAKERS	UNK	13-1197	E
44	1	INFINITI SPEAKERS	UNK	13-1197	E
45	1	PANASONIC STEREO	1172395	13-1197	E
46	1	ALPINE STEREO	590547948	13-1197	E
47	1	SONY STEREO	6516368	13-1197	E
48	1	MISC TOOLS	UNK	13-1198	F
49	1	SCOOTER	UNK	13-1922	SK
50	1	HP LASER PRINTER	UNK	13-4226	SK
51	1	HP PRINTER	UNK	13-4226	SK
52	1	HP SCANNER	UNK	13-4226	SK
53	1	CD PLAYER	UNK	13-5353	SK
54	1	EQUILIZER	UNK	13-5353	SK
55	1	DISC PLAYER	UNK	14-0024	SK
56	1	HELMET	UNK	14-0124	SK
57	1	BRACELET	UNK	14-0688	F
58	1	PIONEER DEH-11E STEREO (CAR)	1GTM1050544C	14-1189	F
59	1	KENWOOD KDC-152 STEREO (CAR)	30707739	14-1189	F
60	1	INSIGNA NS-C3112A STEREO (CAR)	7H305381	14-1189	F
61	1	iPhone	UNK	14-1449	SK

## AGENDA REPORT

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**SUBJECT:** CONSIDER APPROVAL OF THE FILING OF A NOTICE OF COMPLETION, REDUCTION OF FAITHFUL PERFORMANCE BOND TO 10 PERCENT, AND RETENTION OF PAYMENT BOND FOR SIX MONTHS FOR THE MONTE VISTA AVENUE WIDENING PROJECT

CONSIDER RELEASE OF RETENTION 30 DAYS AFTER RECORDATION OF NOTICE OF COMPLETION

CONSIDER AUTHORIZING AN ADDITIONAL \$31,191.09 FOR COSTS RELATED TO THE MONTE VISTA AVENUE WIDENING PROJECT

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**DATE:** October 6, 2014

**SECTION:** ADMIN. REPORTS

**ITEM NO.:** 7

**FILE I.D.:** STA615

**DEPT.:** PUBLIC WORKS

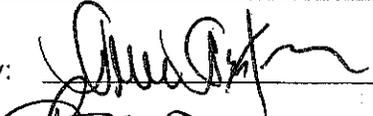
**REASON FOR CONSIDERATION:** State law requires Notices of Completion to be recorded with the County Recorder upon acceptance of a public works project. The City Council is requested to consider approval of the filing of a Notice of Completion with the Office of the San Bernardino County Recorder and related actions concerning the Monte Vista Avenue Widening Project.

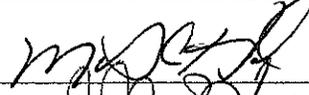
**BACKGROUND:** On April 7, 2014, Hillcrest Contracting, Inc., was awarded a contract for construction of the Monte Vista Avenue Widening Project and entered into Agreement No. 14-22 with the City. All work required under Agreement No. 14-22 has been satisfactorily completed. The Monte Vista Avenue Widening Project widened the east side of Monte Vista Avenue from Howard Street to Mission Boulevard. The improvements included new curb, gutter, and sidewalk; new asphalt concrete pavement; fencing; and street lighting. Work also required the relocation of several power poles, electrical meters, gas meters, and water meters.

Beyond the original scope of work, additional work was necessary on the east side of Monte Vista Avenue south of Howard Street in order to achieve drainage through the Monte Vista Avenue and Howard Street intersection. Through a construction change order, the contractor constructed an additional 285 feet of concrete drainage gutter.

**FISCAL IMPACT:** Hillcrest Contracting, Inc., was awarded the construction contract for \$389,920.20. The City Council also authorized a construction contingency of \$40,000, bringing the total authorized expenditure to \$429,920.20. During the course of construction, it was necessary to extend construction limits at some locations and adjust a few quantities through construction change orders. The changes ultimately increased the total construction cost from the authorized amount of \$429,920.20 to the final cost of \$461,111.29, an increase of \$31,191.09. The project is funded by Proposition 1B and

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Prepared by:   
Proofed by: 

Reviewed and Approved by:   
Presented by: 

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Transportation Development Impact fees. The increase would come from Transportation Development Impact fees.

**RECOMMENDATION:** Staff recommends the City Council take the following actions related to completion of the Monte Vista Avenue Widening Project:

1. Approve the filing of a Notice of Completion with the Office of the San Bernardino County Recorder.
2. Reduce the Faithful Performance Bond to 10 percent.
3. Retain the Payment Bond for six months.
4. Release retention 30 days after recordation of Notice of Completion.
5. Authorize an additional \$31,191.09 for costs related to the project.

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

Michael C. Hudson  
Public Works Director  
City Engineer  
5111 Benito Street  
Montclair, CA 91763

The full name and address of the undersigned is

The work was completed on that certain work known as:

### Monte Vista Avenue Widening Project

for the undersigned City of Montclair,  
a Municipal Corporation, on the 22nd day of September, 2014

The City accepted the job on the 29th day of September, 2014

The Contractor on said job was Hillcrest Contracting, Inc.  
1467 Circle City Drive  
Corona, CA. 92879

The improvement consisted of:

Street Construction

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

10900 Monte Vista 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: October 6, 2014

at 5111 Benito Street, Montclair, California

\_\_\_\_\_  
Michael C. Hudson  
Public Works Director  
City Engineer

## AGENDA REPORT

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<b>SUBJECT:</b> CONSIDER APPROVAL OF WARRANT REGISTER AND PAYROLL DOCUMENTATIONS	<b>DATE:</b> October 6, 2014
	<b>SECTION:</b> ADMIN. REPORTS
	<b>ITEM NO.:</b> 8
	<b>FILE I.D.:</b> FIN540
	<b>DEPT.:</b> ADMIN. SVCS.

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

**BACKGROUND:** Mayor Pro Tem Ruh has examined the Warrant Register dated October 6, 2014, and Payroll Documentations dated August 24, 2014, and September 7, 2014, and recommends their approval.

**FISCAL IMPACT:** The Warrant Register dated October 6, 2014, totals \$1,447,527.91. The Payroll Documentation dated August 24, 2014, totals \$547,910.12 gross, with \$383,965.17 net being the total cash disbursement. The Payroll Documentation dated September 7, 2014, totals \$571,432.83 gross, with \$385,303.96 net being the total cash disbursement.

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

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<b>Prepared by:</b> <u><i>Yvonne L Smith</i></u>	<b>Reviewed and Approved by:</b> <u><i>[Signature]</i></u>
<b>Proofed by:</b> <u><i>Andrea Smith</i></u>	<b>Presented by:</b> <u><i>[Signature]</i></u>

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## AGENDA REPORT

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**SUBJECT:** CONSIDER APPROVAL OF AGREEMENT  
NO. 14-76 WITH LAE ASSOCIATES, INC.,  
FOR PROJECT MANAGEMENT SERVICES  
FOR THE CENTRAL AVENUE/UPRR BRIDGE  
REPLACEMENT PROJECT

**DATE:** October 6, 2014

**SECTION:** AGREEMENTS

**ITEM NO.:** 1

**FILE I.D.:** STA100

**DEPT.:** PUBLIC WORKS

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**REASON FOR CONSIDERATION:** Project management assistance is required for the use of federal funds associated with the Central Avenue/UPRR Bridge Replacement Project. The services require a professional services agreement. Agreements with the City require City Council approval.

**BACKGROUND:** With a need to have more expertise in managing the federally funded design associated with the Central Avenue/Union Pacific Bridge Replacement Project, staff recommends retaining LAE Associates, Inc. LAE Associates has assisted the City on numerous federally funded projects over the last several years.

**FISCAL IMPACT:** LAE Associates has submitted a proposal to the City for the required services in the amount of \$29,750. The adoption of the Capital Improvement Program for Fiscal Year 2014-15 includes an appropriation sufficient for this purpose.

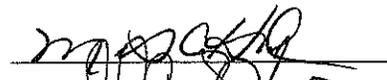
**RECOMMENDATION:** Staff recommends the City Council approve Agreement No. 14-76 with LAE Associates, Inc., for project management services for the Central Avenue/UPRR Bridge Replacement Project.

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Prepared by: \_\_\_\_\_


Reviewed and  
Approved by: \_\_\_\_\_


Proofed by: \_\_\_\_\_

Presented by: \_\_\_\_\_

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CITY OF MONTCLAIR

AGREEMENT FOR CONSULTANT SERVICES

CENTRAL AVENUE/UPRR OVERHEAD REPLACEMENT PROJECT

THIS AGREEMENT is made and effective as of August 1, 2014, between the City of Montclair, a municipal corporation ("City") and LAE Associates, Inc., a California corporation ("Consultant"). In consideration of the mutual covenants and conditions set forth herein, the parties agree as follows:

1. TERM

This Agreement shall commence on August 1, 2014, and shall remain and continue in effect for a period of 24 months until tasks described herein are completed, but in no event later than December 31, 2016, unless sooner terminated pursuant to the provisions of this Agreement, or extended by mutual consent.

2. SERVICES

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

3. PERFORMANCE

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

4. CITY MANAGEMENT

City's City Manager shall represent City in all matters pertaining to the administration of this Agreement, review and approval of all products submitted by Consultant, but not including the authority to enlarge the Tasks to be Performed or change the compensation due to Consultant. City's City Manager shall be authorized to act on City's behalf and to execute all necessary documents which enlarge the Tasks to be Performed or change Consultant's compensation, subject to Section 6 hereof.

5. PAYMENT

(a) The City agrees to pay Consultant monthly, in accordance with the payment rates and terms and the schedule of payment as set forth in Exhibit B, attached hereto and incorporated herein by this reference as though set forth in full, based upon actual time spent on the above tasks. This amount shall not exceed \$29,750 for the total term of the Agreement unless additional payment is approved as provided in this Agreement.

(b) Consultant shall not be compensated for any services rendered in connection with its performance of this Agreement which are in addition to those set forth herein, unless such additional services are authorized in advance and in writing by the City Manager. Consultant shall be compensated for any additional services in the amounts and in the manner as agreed to by City Manager and Consultant at the time City's written authorization is given to Consultant for the performance of said services. The City Manager may approve additional work not to exceed ten percent (10%) of the amount of the Agreement. Any additional work in excess of this amount shall be approved by the City Council.

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

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

## 6. SUSPENSION OR TERMINATION OF AGREEMENT WITHOUT CAUSE

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

(b) In the event this Agreement is terminated pursuant to this Section, the City shall pay to Consultant on a pro-rata basis the actual value of the work performed up to the time of termination, provided that the work performed is of value to the City. Upon termination of the Agreement pursuant to this Section, the Consultant will submit an invoice to the City pursuant to Section 6(c).

## 7. DEFAULT OF CONSULTANT

(a) The Consultant's failure to comply with the provisions of this Agreement shall constitute a default. In the event that Consultant is in default for cause under the terms of this Agreement, City shall have no obligation or duty to continue compensating Consultant for any work performed after the date of default and can terminate this Agreement immediately by written notice to the Consultant. If such failure by the

Consultant to make progress in the performance of work hereunder arises out of causes beyond the Consultant's control, and without fault or negligence of the Consultant, it shall not be considered a default.

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

## 8. OWNERSHIP OF DOCUMENTS

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

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

## 9. INDEMNIFICATION

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

or omission of Consultant, its officers, agents, employees or subconsultants (or any entity or individual that consultant shall bear the legal liability thereof) in the performance of professional services under this Agreement.

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

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

## 10. INSURANCE

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

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

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

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

(d) At all times during the term of this Agreement, Consultant shall maintain on file with City a certificate of insurance, in a form acceptable to City showing that the aforesaid policies are in effect in the required amounts. The general liability and automobile policies shall contain or be endorsed to contain a provision including the Indemnified Parties as additional insureds. Consultant shall promptly file with City such certificate or certificates and endorsements if applicable. Coverage for the additional insureds shall apply to the fullest extent permitted by law. Additional Insured Endorsements shall not:

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

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

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

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

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

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

## 11. INDEPENDENT CONTRACTOR

(a) Consultant is and shall at all times remain as to the City a wholly independent contractor. The personnel performing the services under this Agreement on behalf of Consultant shall at all times be under Consultant's exclusive direction and control and shall not be construed to be employees of City for any purpose, including eligibility under Public Employees Retirement Law. Neither City nor any of its officers, employees, or agents shall have control over the conduct of Consultant or any of Consultant's officers, employees, or agents, except as set forth in this Agreement. Consultant shall not at any time or in any manner represent that it or any of its officers, employees, or agents are in any manner officers, employees, or agents of the City. Consultant shall not incur or have the power to incur any debt, obligation, or liability whatever against City, or bind City in any manner.

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

## 12. LEGAL RESPONSIBILITIES

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

## 13. UNDUE INFLUENCE

Consultant declares and warrants that no undue influence or pressure is used against or in concert with any officer or employee of the City of Montclair in connection with the award, terms or implementation of this Agreement, including any method of coercion, confidential financial arrangement, or financial inducement. No officer or employee of the City of Montclair will receive compensation, directly or indirectly, from Consultant, or from any officer, employee or agent of Consultant, in connection with the

award of this Agreement or any work to be conducted as a result of this Agreement. Violation of this Section shall be a material breach of this Agreement entitling the City to any and all remedies at law or in equity.

14. NO BENEFIT TO ARISE TO LOCAL EMPLOYEES

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

15. RELEASE OF INFORMATION/CONFLICTS OF INTEREST

(a) All information gained by Consultant in performance of this Agreement shall be considered confidential and shall not be released by Consultant without City's prior written authorization. Consultant, its officers, employees, agents, or subconsultants, shall not without written authorization from the City Manager or unless requested by the City Attorney, voluntarily provide declarations, letters of support, testimony at depositions, responses to interrogatories, or other information concerning the work performed under this Agreement or relating to any project or property located within the City. Response to a subpoena or court order shall not be considered "voluntary" provided Consultant gives City notice of such court order or subpoena.

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

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

property in the City or the study area prior to the completion of the work under this Agreement.

16. NOTICES

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

To City: Michael C. Hudson  
Public Works Director/City Engineer  
City of Montclair  
5111 Benito  
Montclair, CA 91763

To Consultant: Fred Alamohoda, President  
LAE Associates, Inc.  
3224 East Yorba Linda Blvd #498  
Fullerton, CA 92831

17. ASSIGNMENT

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

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

18. LICENSES

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

19. GOVERNING LAW

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

20. ENTIRE AGREEMENT

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

21. CONTENTS OF REQUEST FOR PROPOSALS

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

22. CONFIDENTIALITY

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

23. DISCRIMINATION

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

24. EFFECT OF PARTIAL INVALIDITY

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

25. AUTHORITY TO EXECUTE THIS AGREEMENT

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

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

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

**CITY OF MONTCLAIR**

**CONSULTANT**

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

By: \_\_\_\_\_  
Fred Alamoilhoda, President

Attest:

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

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

Approved as to Form:

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

## EXHIBIT A

August 5, 2014

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

**SUBJECT: PROPOSAL TO PROVIDE PROGRAM MANAGEMENT SERVICES FOR THE REPLACEMENT OF CENTRAL AVENUE BRIDGE OVER UNION PACIFIC RAILROAD TRACKS AND STATE STREET**

Dear Mr. Hudson:

Thank you for the opportunity to submit this proposal to provide Program Management Services for the subject project. The project will be funded with the Federal Highway Bridge Program (HBP) funds. As a result, the entire project implementation shall comply with the federal requirements.

The City of Montclair (City) is requesting LAE Associates, Inc. (LAE) to review the Federal Project Number (FPN) request, and the Preliminary Engineering (PE) Request for Authorization packages prepared by TTG Corp. (TTG), and finalize the packages for submission to Caltrans. Additionally, LAE will assist the City with preparation of the PE (Environmental and Design) services Request for Proposals (RFP), consultant selection process, and invoicing Caltrans (CT) for the PE expenses. LAE's detailed scope of services for the requested services will consist of the following:

**RFA Package:**

- Coordinate with the City, CT, and San Bernardino Associated Governments (SANBAG) to ensure that the project is properly programmed in the Federal Transportation Improvement Plan (FTIP); Confirm that the City has an approved Federal Fiscal Year 14/15 Disadvantaged Business Enterprises (DBE) Program, as well as a PE contract specific DBE goal.
- Ensure that the City has a current CT approved Quality Assurance Program (QAP).
- Review pertinent project information, report, concept plans, funding application, and other documents for the preparation of various documents.
- Review the FPN and PE-RFA packages prepared by TTG. Revise the documents, meet with the City to review, and finalize the packages (two meetings).

- If needed, attend meetings with CT and the City to resolve project funding concerns (two meetings).
- Incorporate CT's comments to obtain PE - RFA/E-76 approval.

#### **PE-RFP and Consultant Selection Process:**

- Coordinate with the City staff to ensure that City's Professional Services Agreement is in compliance with the requirements of CT Local Assistance Procedures Manual (LAPM).
- Meet with the Public Works Director/City Engineer to review sample RFPs for similar projects, and determine RFP's scope of services; prepare a draft RFP for the City's review; incorporate federal provisions in compliance with CT-LAPM for consultant contracts over \$1.0 million.
- Attend the pre-proposal meeting and assist the City by providing information to the attendees, responding to questions, issuing addenda, if needed.
- Review proposals, provide comments and suggestions to the City.
- Prepare and/or assist the City with consultant selection documentations.
- Participate in the consultant selection interview process and assist the City.
- Review the top ranked consultant's DBE submittals for compliance.
- Coordinate the prime consultant/sub-consultants' hourly rates/Indirect Cost Rates' (ICR) Federal Acquisition Regulation (FAR) compliance with the City staff, City's Certified Public Accountant (CPA) consultant, and CT.
- Attend project scoping meeting with the selected consultant/sub-consultants and the City.
- Review the selected consultant's scope of services.

#### **Invoicing Caltrans:**

- Prepare up to twenty (20) progress invoices for reimbursement of federal PE funds.
- Prepare the final invoice and other exhibits/documents upon completion of the PE phase to de-obligate federal funds not used and close the PE phase.

This proposal is based on an anticipated thirty (30) months project completion. The proposal also includes coordination with TTG and selected PE consultant and sub-consultants for the requested RFA, environmental and design services.

**EXHIBIT B**

We estimate that LAE's total fee to provide these services to be approximately \$29,750 based on the following:

<b>Classification</b>	<b>Hourly Rate</b>	<b>Hrs.</b>	<b>Extended Fee</b>
Project Manager	\$130/hr.	200 hrs.	\$26,000
Administrative Assistant	\$50/hr.	75 hrs.	\$3,750
<b>Total</b>			<b>\$29,750</b>

## AGENDA REPORT

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**SUBJECT:** CONSIDER APPROVAL OF AGREEMENT  
NO. 14-82 WITH PASEOS AT MONTCLAIR  
PROPERTY, LLC, FOR UNDERGROUNDING  
OF UTILITIES ON ARROW HIGHWAY

**DATE:** October 6, 2014

**SECTION:** AGREEMENTS

**ITEM NO.:** 2

**FILE I.D.:** LDU600

**DEPT.:** PUBLIC WORKS

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**REASON FOR CONSIDERATION:** The conditions of approval for Tract No. 18213 included a requirement for undergrounding utilities along Arrow Highway, Monte Vista Avenue, and Moreno Street. All work has been completed on Monte Vista Avenue and Moreno Street but not Arrow Highway. The developer is ready to ask occupancy on the last remaining building, the podium building facing Arrow Highway. Normally, staff would want all the conditions of approval met before granting occupancy. Occupancy is expected to be requested this week, but the remaining undergrounding on Arrow Highway will not occur for several months. The developer has offered a bond and agreement guaranteeing the undergrounding work will be done before the end of next year. The agreement requires City approval.

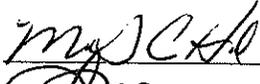
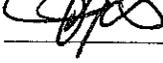
**BACKGROUND:** On March 19, 2012, the City Council approved Tract Map No. 18213 and an agreement with GLJ Partners, as Paseos at Montclair Property, LLC, for the development of Tract No. 18213. The conditions for the approval of this development included requirements for undergrounding the overhead utilities with the frontages of this tract, except for the Edison transmission lines on Arrow Highway.

The undergrounding required for this project has been completed except for the Edison distribution lines and telecommunication lines along Arrow Highway. The developer initially assumed that these lines would be treated as the transmission lines and not subject to the undergrounding requirements like the utility lines on Monte Vista Avenue or Moreno Street. Consequently, these lines were not included in the utility design work prepared for the development.

Now that the project is nearing completion, staff is concerned that the remaining utility work will not be done after occupancy is released on the last remaining unit. Staff desires some means of security to ensure that this work will be done. The developer has offered to bond for this work, which staff is willing to accept as long as it includes an agreement spelling out the time in which this work will be completed. Agreement No. 14-82 has been developed by the City for that purpose.

**FISCAL IMPACT:** There is no fiscal impact to the City for this Agreement. If the work is done, the bond will be released. If the work is not done by the developer, the City has the ability to use the bond to complete the work or not do the work at all.

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Prepared by:   
Proofed by: 

Reviewed and  
Approved by:   
Presented by: 

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**RECOMMENDATION:** Staff recommends the City Council approve Agreement No. 14-82 with Paseos at Montclair Property, LLC, for the undergrounding of utilities on Arrow Highway.

## UTILITY UNDERGROUNDING AGREEMENT

This Utility Undergrounding Agreement is made and entered into as of this 26 day of September, 2014, by and between the City of Montclair, a municipal corporation, hereinafter designated as City, and Paseos at Montclair Property, LLC, a Delaware Limited Liability Company, hereinafter designated as Owner.

**WHEREAS**, Owner is the owner and developer of property located within the City of Montclair on Arrow Highway east of Monte Vista Avenue, said property also identified as Tract No. 18213, hereinafter designated as Property; and

**WHEREAS**, conditions of development for Tract No. 18213 require Owner to underground all utilities along the Arrow Highway frontage of Property, except Southern California Edison transmission lines and poles; and

**WHEREAS**, Southern California Edison, Verizon, and Time Warner, owners of the overhead utilities along the Arrow Highway frontage of Property, are in the process of preparing plans for the undergrounding work required of Owner for compliance with conditions of development of Property; and

**WHEREAS**, Owner has requested that utility undergrounding work be deferred as herein provided; and

**WHEREAS**, the cost of the complete undergrounding work is estimated at \$200,000.

**NOW, THEREFORE, IT IS AGREED** by and between City and Owner as follows:

1. City consents to the deferral of the utility undergrounding as required by the conditions of approval of Tract 18213 to a target date of June 30, 2015, but with the understanding that while Owner shall devote commercially reasonable efforts to achieve this date, Owner cannot and will not be responsible for any delays resulting from the actions or omissions of any utility providers, including Southern California Edison.
2. Owner shall post a bond for \$200,000, terms and conditions acceptable to the City, within ten (10) calendar days of the date of this agreement for the undergrounding of all overhead utilities along the Arrow Highway frontage of Property, except Southern California Edison transmission lines and poles, and shall complete the undergrounding of all overhead utilities along the Arrow Highway frontage of Property, except Southern California Edison transmission lines, in conformance with the target date set forth in paragraph 1 above.
3. If at any time prior to June 30, 2015, Property is sold or title transferred prior to initiation or completion of all undergrounding work, Owner or his successors and/or assigns, shall, prior to close of escrow, initiate undergrounding of all overhead utilities along the frontage of the Property, except Southern California Edison transmission lines, and shall complete all undergrounding work to the satisfaction of the City Engineer in conformance with the target date set forth in paragraph 1 above.

4. Nothing in this agreement shall affect the requirement of owner to otherwise pay for and complete the required undergrounding. On or before June 30, 2015, but subject to any delays resulting from the actions or omissions of any utilities provider, including Southern California Edison, Owner or his successors and/or assigns, shall initiate undergrounding of all overhead utilities along the frontage of the Property at that time and shall complete all undergrounding work in accordance with applicable codes and regulations, to the reasonable satisfaction of the City Engineer in conformance with the target date set forth in paragraph 1 above, but in no event later than December 30, 2015.
5. Any material failure by Owner to abide by any of the above conditions regarding the undergrounding of overhead utilities, after written notice to Owner and a reasonable time period to cure (which, in all cases shall be no less than 30 days) shall be the basis for immediate call of bonding and authorization by City, or its agent, to perform any and all necessary undergrounding work.

**Severability:** If any clause, sentence, or other portion of this agreement becomes illegal, null, or void for any reason, the remaining portions will remain in full force and effect.

**Attorneys Fees:** In the event any legal proceeding is instituted to enforce any term or provision of this agreement, the prevailing party in said legal proceeding shall be entitled to recover attorney's fees, costs, and legal expenses from the opposing party in an amount determined by the court to be reasonable.

**Governing Law:** This agreement shall be governed by and construed in accordance with the laws of the State of California.

**IN WITNESS WHEREOF,** the undersigned have caused this agreement to be executed this 26 day of September, 2014.

**CITY OF MONTCLAIR**

A municipal corporation

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

By: \_\_\_\_\_  
Yvonne Smith, Deputy City Clerk

Approved as to form:

By: \_\_\_\_\_  
Diane Robbins, City Attorney

**Paseos at Montclair Property, LLC a Delaware limited liability company**

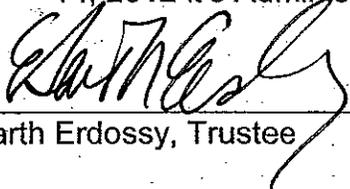
By: Paseos at Montclair Development, LLC, a Delaware limited liability company,  
its Member

By: GLJ Montclair, LLC, a Georgia limited liability company, it's Sponsor  
Member

By: GLJ West Development Company, LLC, a Georgia limited liability  
company it's Manager

By: E. Garth Erdossy and Karin H. Erdossy Family Trust, dated January  
14, 2012 it's Administrative Manager

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

  
Garth Erdossy, Trustee

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

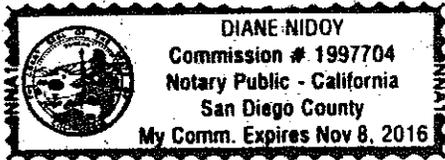
State of California

County of San Diego

On Sept. 26, 2014 before me, Diane Nido, Notary Public

personally appeared E. Barth Erdosy

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 is/he/they executed the same in his/her/their authorized capacity(ies), and that by is/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



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

WITNESS my hand and official seal.

Signature: [Handwritten Signature] Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: Utility Undergrounding Agreement

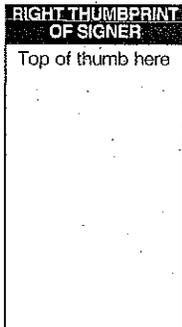
Document Date: 9/26/14 Number of Pages:

Signer(s) Other Than Named Above:

Capacity(ies) Claimed by Signer(s)

Signer's Name:

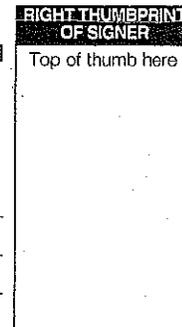
- Corporate Officer -- Title(s):
Individual
Partner -- Limited General
Attorney in Fact
Trustee
Guardian or Conservator
Other:



Signer Is Representing:

Signer's Name:

- Corporate Officer -- Title(s):
Individual
Partner -- Limited General
Attorney in Fact
Trustee
Guardian or Conservator
Other:



Signer Is Representing:

## AGENDA REPORT

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**SUBJECT:** CONSIDER APPROVAL OF AGREEMENT  
NO. 14-92 WITH BAIR ANALYTICS, INC.,  
FOR PURCHASE OF ATACRAIDS CRIME  
ANALYSIS SOFTWARE

**DATE:** October 6, 2014

**SECTION:** AGREEMENTS

**ITEM NO.:** 3

**FILE I.D.:** PDT200

**DEPT.:** POLICE

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**REASON FOR CONSIDERATION:** The City Council is requested to consider approval of Agreement No. 14-92 with BAIR Analytics, Inc., for providing a statistical crime analysis software solution, ATACRAIDS. Proposed Agreement No. 14-92 has been approved by the City Attorney and is attached for the City Council's review and consideration.

Proposed Agreement No. 14-92 details the terms of the services provided by BAIR Analytics, Inc. The term of the proposed Agreement is October 6, 2014, through October 5, 2015.

**BACKGROUND:** Police Department staff conducted research into crime analysis software solutions that would allow members the ability to quickly and efficiently monitor crime-related incidents and trends and plan deployment strategies accordingly. Several factors were taken into consideration including ease of use, integration into currently employed data systems, and comprehensiveness of the product.

Other analytical software solutions such as ESRI's Arc GIS, which the City's GIS Specialist currently utilizes for various City engineering functions, are not specifically designed as a crime analysis tool. Although capable of crime analysis by someone with specialized training, the system is not user-friendly. The Police Department Administrative Specialist was given the opportunity to explore the use of Arc GIS for crime analysis and found the interface confusing and complex. Police Department data was not able to be imported directly without additional specialized components, requiring the data to be imported manually. Other crime analysis vendors, such as The Omega Group, offer products with some of these features and components; however, they require an additional Arc GIS license because they use ESRI maps, adding significant additional cost to the product. Being integrated with the ESRI product, they still require specialized knowledge of the Arc GIS software. In addition, solutions such as ESRI's Arc GIS and The Omega Group require specialized computer equipment. Currently, only one computer in use at the Police Department meets the requirements for Arc GIS. This effectively eliminates the possibility of anyone besides the Police Department Administrative Specialist using the software. Officers would be reliant on information disseminated to them by the Police Department Administrative Specialist and would not be able to research the data independently for targeted enforcement or investigative research.

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Prepared by: Badr Sabal

Reviewed and  
Approved by:

Proofed by: Sharon Agajanian

Presented by:

In contrast, the BAIR Analytics, Inc. ATACRAIDS crime analysis solution is user-friendly and network-based, requiring no specialized knowledge or equipment to use. The software is set up to automatically upload the Police Department's data, ensuring all information is timely, up-to-date, and has the highest likelihood of being useful to an Officer in the field. Up to 95 fields of data can be set to automatically upload, easily accommodating all of the fields our Records Management System (RMS) and Computer-Aided Dispatching (CAD) system utilizes. Instead of manually identifying crime trends as with Arc GIS, ATACRAIDS has built-in analysis algorithms that can automatically label crime hot spots. Another unique feature is the prediction zone algorithm, which can identify a geographic region in which a crime is likely to occur if determined to be part of a crime pattern. The information provided is in near real time and updated as the CAD and RMS data are uploaded. No additional software add-ons are needed to utilize the full functions of ATACRAIDS.

ATACRAIDS is network-based and would allow all members of the Police Department to have access to its analysis tools and use them from any computer within the Police Department network. The interface is intuitive and can be learned via the included webinar training class or other Police Department trainers who have participated in the class. The Police Department Administrative Specialist completed dozens of hours of research, practice, and training with ESRI's Arc GIS and was barely able to scratch the surface of its use and interface.

**FISCAL IMPACT:** The City Council's approval of Agreement No. 14-92 would result in a \$7,025 expenditure from the Police Department's Proposition 30 Funds account. Of this amount, \$2,500 would be for setup and data translation, \$325 for user training, and \$4,200 for access to the service for 41 to 75 users. The access fee of \$4,200 would recur annually from the Proposition 30 Funds account should the service be continued beyond the initial one-year term.

**RECOMMENDATION:** Staff recommends the City Council approve Agreement No. 14-92 with BAIR Analytics, Inc., for the purchase of ATACRAIDS crime analysis software.

CLIENT SERVICES AGREEMENT

This CLIENT SERVICES AGREEMENT made effective as of this 6<sup>th</sup> day of October, 2014 (the "Effective Date") between BAIR Analytics, Inc. with its principal place of business at 640 Plaza Drive, Suite 340, Highlands Ranch, Colorado 80129 (hereinafter "FIRM") and Montclair Police Department with its principal place of business at 4870 Arrow Highway, Montclair, CA 91763 (hereinafter "Client").

WHEREAS FIRM is in the business of providing analytical software and other goods and services related to the installation and implementation of certain e-business solutions to assist Client; and

WHEREAS FIRM and Client wish to enter into an agreement pursuant to which FIRM will provide such goods and services to Client as set forth herein;

NOW, THEREFORE, in consideration of the covenants and agreements contained herein, FIRM and Client agree as follows:

1. SERVICES PROVIDED UNDER STATEMENT OF WORK. FIRM will issue and Client will execute a Statement of Work in the form attached as Appendix A hereto referencing its incorporation of the terms and conditions of this Agreement and stating the name(s) and the payment rate(s) and/or Fee for the services, duration of services, brief description of project, authorization of additional costs beyond the payment rate(s) (such as travel, parking, drug testing), and any other terms to which FIRM and the Client may choose to agree. In the event of a conflict between the terms of this Agreement and the terms of any Statement of Work, the terms of this Agreement shall control unless the Statement of Work specifically (and not generally) identifies the conflicting terms in this Agreement and explicitly states that such terms shall not apply but shall instead be superseded by the Statement of Work. The Statement of Work will be signed by an authorized representative of Client. Upon expiration of a Statement of Work, to the extent that any services performed by one or more analysts/technical personnel are thereafter provided on the same or a different project, they shall be provided under the terms of this Agreement.

2. BILLING AND PAYMENT. FIRM will bill Client through invoices issued to Client on a monthly basis, along with such other associated costs, as approved by Client, except that FIRM has sole discretion to bill on a less frequent basis if it deems it appropriate to do so. Client will pay FIRM within 30 days from the date of such invoice, unless some other time has been agreed to in the Statement of Work, according to the rates and terms of the Statement of Work; provided, however, that FIRM may inform Client that some period less than 30 days shall be allowed for payment where Client is delinquent in payment of any sum due FIRM, or Client's previous payment record or financial condition so warrants in the opinion of FIRM. Any late invoicing by FIRM shall not affect the obligation of the Client to pay for the services covered by that invoice. Should Client fail to pay FIRM the full amount specified in any invoice within 45 calendar days of the invoice's date, a late fee equal to 1.5 percent of the invoiced amount shall be added to the amount due and interest of 12 percent per annum shall accrue from the invoice's date.

3. ACCEPTANCE OF SERVICES. It is agreed that Client's payment of FIRM's invoices will be Acceptance by Client of the goods and/or services of FIRM. Client shall notify FIRM in writing within twenty (20) days of receipt of any FIRM invoice of any objection to FIRM's goods or services or such invoice will be deemed accepted by FIRM and shall be due and payable and any further objection waived.

4. ABILITY TO PAY. Client warrants that it is able and willing to pay for the services of under this Agreement. If required, Client will provide FIRM with suitable credit and financial information, as requested, including credit and financial references which Client agrees that FIRM may contact to obtain information about Client. If FIRM determines that Client's credit rating or financial condition is unsatisfactory, in the discretion of FIRM, then FIRM may terminate its obligations under this Agreement upon notification to Client.

5. DUTIES OF CLIENT. Client will ensure that a safe and professionally appropriate work environment is provided for use by the FIRM in providing its goods and/or services. Client will make available appropriate workstation, office equipment and access (both facility and data) necessary to perform the tasks assigned.

6. TERM OF AGREEMENT: The Term of the agreement is three (3) years from the date of mutual execution hereof (the "Effective Date") or earlier if otherwise canceled or terminated by either of the parties as provided herein. The Client's payment obligation, whether direct or contingent, extends only to funds appropriated annually by the Client, paid into the Treasury of the Client, and encumbered for the purpose of the Agreement. The Client does not by the Agreement irrevocably pledge present cash reserves for payment or performance in future fiscal years. The Agreement does not and is not intended to create a multiple-fiscal year direct or indirect debt or financial obligation of the Client.

7. NOTICE OF TERMINATION OF SERVICES. Either Party may at any time, for any reason, terminate this Agreement upon thirty (30) days prior written notice. Client agrees to notify FIRM prior to its termination of any services covered by this Agreement regardless of whether such termination comes before, is coincident with, or follows the duration date set forth in a written Statement of Work covering such services. Should Client terminate the Agreement prior to the expiration of the Term, it shall remain liable to FIRM for all fees and costs due and owing hereunder for FIRM's services up to the date of termination.

8. INTELLECTUAL PROPERTY RIGHTS. Client agrees that all material, documentation, deliverables and other tangible expressions of information including but not limited to software programs and software documentation, designs, technical data, formulae, and processes, whether in final production or draft, which result from any work performed by FIRM under this Agreement and all rights, title and interest, including any copyright, patent rights and all other intellectual property rights, shall belong exclusively to FIRM unless some other arrangements have been agreed to by both parties in writing. These provisions and obligations notwithstanding, FIRM agrees to abide by all applicable state and federal statutes, rule and regulations with regard to all data collected, created, received or used for any purpose in the course of FIRM's performance of its obligations under this Agreement.

9. CONFIDENTIALITY. FIRM agrees that it will not disclose to any party any information learned by it which has been clearly marked "Confidential" by Client, except as such disclosure is necessary on an individual basis to analysts/technical personnel whom FIRM has employed for the benefit of Client.

10. LIABILITY AND INDEMNIFICATION. FIRM shall indemnify, defend and hold harmless Client, its employees, officials, and agents, from and against any liability, claim, lawsuit, or administrative or regulatory proceeding arising out of, or in any way attributable to, an act or omission of FIRM, its employees, officials, and agents in the performance of this Agreement. FIRM shall not be liable for any damages whatsoever caused by any acts or omissions beyond its control or not due to its fault. In the event that FIRM performs or omits to perform any act which may support a claim for liability or for indemnification by Client, Client shall give prompt written notice to FIRM upon its initial receipt of information that could reasonably

support such claim. FIRM shall defend Client from any such liability, claim, lawsuit or proceeding and any claim for indemnification and Client shall extend reasonable cooperation in connection with such defense, which shall be at FIRM's expense. FIRM or its designated representative shall also have the sole right to settle any such claim, lawsuit or proceeding if such settlement includes a complete release of Client and provides for reimbursement to Client of any and all costs, expenses, attorney fees, court costs, and expert witness fees incurred by Client in connection with such claim, lawsuit or proceeding. Client may at its expense participate in the defense of any such claim for indemnification if its position is not materially inconsistent with that of FIRM and if in its reasonable judgment such claim or the resolution thereof would have an ongoing material effect on Client. In the event FIRM fails to defend the same within a reasonable length of time, Client shall be entitled to assume the sole defense thereof, and FIRM shall be liable to repay Client for all expenses reasonably incurred in connection with said defense (including reasonable attorneys' fees and settlement payments) if it is determined that such request for indemnification was proper.

11. ASSIGNMENT. Neither this Agreement nor any interest hereunder may be assigned or otherwise transferred by either party to third parties other than affiliates of either party without the prior written consent of the other party which shall not be unreasonably withheld. This Agreement shall be binding upon and inure to the benefit of the heirs, successors, assigns, and delegates of the parties hereto.

12. NOTICES. Any requirement to "notify", or for "notice" or "notification", in connection with the subject matter of this Agreement shall be in writing and shall be effective when delivered personally (including by Federal Express, Express Mail, or similar courier service) to the party for whom intended, or five (5) days following deposit of the same into the United States mail, certified mail, return receipt requested, first class postage prepaid, addressed to such party at the address set forth above in the first paragraph to this Agreement. Either party may designate a different address by notice to the other given in accordance herewith.

13. NON-DISCRIMINATION. During the performance of this agreement, FIRM agrees to the following: No person shall, on the grounds of race, color, religion, age, sex, disability, marital status, public assistance status, creed to national origin, be excluded from full employment rights in participation in, be denied the benefits or be otherwise subjected to discrimination under any and all applicable federal and state laws against discrimination.

14. COMPLIANCE WITH LAW. FIRM shall abide by all federal, state or local laws, statutes, ordinances, rules and regulations now in effect or hereinafter adopted insofar as they related to the performance of the provisions of this agreement.

15. SEVERABILITY. If any term or provision of this Agreement shall be found to be illegal or otherwise unenforceable, the same shall not invalidate the whole of this Agreement, but such term or provision shall be deemed modified to the extent necessary by the adjudication to render such term or provision enforceable, and the rights and obligations of the parties shall be construed and enforced accordingly, preserving to the fullest permissible extent the intent and agreements of the parties herein set forth.

16. COMPLETE AGREEMENT AND AMENDMENT. This Agreement and any written Statement of Works executed hereunder contain the entire agreement between that parties hereto with respect to the matters covered herein. Client acknowledges that it is entering into this Agreement solely on the basis of the agreements and representations contained herein. This Agreement shall not be modified in any way except in writing signed by both parties and stating expressly that it constitutes a modification of this Agreement.



17. LAW AND DISPUTES. This Agreement shall be governed by the laws of the State of California, its conflict of laws provisions notwithstanding. Any lawsuit pertaining to this agreement shall be brought in State courts in the County of San Bernardino, State of California. The prevailing party in any action brought to enforce the terms of this Agreement shall be entitled to recover its attorney’s fees and costs.

18. SUITABILITY. BAIR Analytics shall insure that any of its employees accessing CJI, pursuant to the CJIS Security Policy, will conform to the Minimum Screening Requirements outlined therein. BAIR Analytics represents and agrees that any officer, employee, or agent who may have access to CJI or criminal just records, pursuant to this Agreement, shall execute the Criminal Justice Information Services Security Addendum identified in the CJIS Security Policy, prior to commencing work pursuant to this Agreement.

IN WITNESS HEREOF, the parties have caused this Agreement to be executed by their authorized agents as of the date written above.

Bair Analytics, Inc.

Montclair Police Department

By: \_\_\_\_\_  
Date:  
Sean Bair  
President

By: \_\_\_\_\_  
Date: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
(print name)  
(title)

STATEMENT OF WORK

In accordance with the Client Services Agreement signed between Bair Analytics, Inc. ("Firm") and the **Montclair Police Department** ("Client") on the 6<sup>th</sup> day of October, 2014, it is agreed as follows:

1. This Statement of Work ("PO") incorporates by reference all of the terms and conditions of the Client Agreement.
2. Services to be provided by FIRM:

**Introduction**

The following Statement of Work (SOW) defines the principal activities and responsibilities of all parties to implement the following items for the Montclair Police Department (CLIENT).

**Overview**

BAIR Analytics Inc. (BAIR) is an analytical software and service company dedicated to providing public safety, national security and defense entities the innovative tools and subject-matter expertise needed to identify, analyze and resolve problems created by the actions of offenders and their networks that threaten our citizens, our communities and our nation.

CLIENT is partnering with BAIR to implement analytical software and services to support the extraction, combination, cleaning, analysis and reporting of law enforcement related data. These analytical software and services combine to ensure more effective use of human resources and facilitate timely analysis and predictions. This Statement of Work is designed to ensure the installation of the software components purchased by the CLIENT and the creation of an automated data feed from the CLIENT's DATA SOURCE into the software components is completed both effectively and expeditiously.

Due to the nature and extent of this task, agencies are requested to identify a senior stakeholder from within their agency. The senior stakeholder will be kept informed regarding the extent of the project, receive a written weekly update and be kept informed of any major issues affecting rollout periods etc.

**BAIR Analytics Responsibilities**

- a. Provide a dedicated Project Manager.
- b. Provide project coordination and management for the installation and set-up.
- c. Provide a translation worksheet template with guidance.
- d. Provide technical assistance in deployment of BAIR's software products.
- e. For services requiring translations (ATACRAIDS and ATAC), configure a data file that includes all necessary data fields for reporting and analysis purposes.
- f. Provide the necessary support to ensure agencies can review their data effectively.
- g. Provide direct technical support for all BAIR products to ensure they are fully functional and in use operationally.

**Client Responsibilities**

- a. Identify a Project Lead that will work directly with BAIR. All communications related to the project will include the Project Lead.
- b. Identify a Technical Lead that will work directly with BAIR, who will be responsible for ensuring BAIR Analytics Support Staff have access to the server location as needed for the duration of the translation process
- c. Download the software applications that are provided by BAIR for the purposes of this project.
- d. Prior to commencing the installation, the agency needs to have completed the following technical support tasks:

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**Minimum System requirements (VM or Hardware)**

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1. **Processor:** Intel Pentium IV or AMD computer with 2 GHZ or greater.
  2. **Operating System:** Microsoft Windows Vista, Windows 7, or Windows 8 (32-bit or 64-bit).
  3. **Memory:** 4 gigabytes minimum.
  4. **Hard drive space:** 4 gigabytes of free space minimum.
  5. **Graphics hardware:** Resolution of 1024x768 min and 32 bit color.
- 

**Recommended System requirements (VM or Hardware)**

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1. **Processor:** Intel I5 OR I7 with 2 GHZ or greater.
  2. **Operating System:** Windows 7 or greater.
  3. **Memory:** 8 gigabytes (64 bit).
  4. **Hard drive space:** 12 gigabytes of available space.
  5. **Graphics hardware:** Resolution of 1920x1080 or better, 32 bit color.
- 

**Required Rights and Server Access**

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1. **Java** should be installed on the system prior to the initial connection (Java 6 or better).
  2. An account with **admin rights** should be provided.
  3. An internet connection with **access to port 1433 (Outbound)**.
  4. **Write access** to "Program Files" and/or "Program Files (x86)" folder and to the **c drive**.
  5. **Read access** to the "User or Document and Settings" folder.
  6. A Windows **user account** password that does
- 

**Translation requirements**

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1. **Personnel ready and available**, from the Police Department, to accommodate connections.
- 

**SSIS Requirements**

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1. **SQL server 2008 R2 (Or newer)** with Business Intelligence Development Studio (Developer or Standard)
  2. **Outbound data** port configured to **1433**.
  3. **Permissions** to the data SQL servers.
  4. Remote data access via **RDP**. (recommended)
- 

**SSIS connection requirements (ODBC)**

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1. **Drivers** need to be installed for the ODBC connection.
  2. ODBC connection needs to be **configured prior to connecting**.
  3. ODBC DSN, **user name and password** will be required (These are not provided by BAIR).
-

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**SSIS connection requirements (OLE DB)**

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1. **Drivers** need to be installed for the ODBC connection.
2. Connection needs to be **configured prior to connecting**.
3. Server, **user name and password** will be required (These are not provided by BAIR).

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**SSIS Flat File Connectivity options**

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1. **SFTP** using **SSH** over port **9022 (preferred method)**.
  2. **FTPS** using **explicit TLS** over port **8022**.
  3. **FTP** over port **20** and **21**.
- e. Provide acceptance and sign-off after joint verification and testing of the software has been demonstrated. Acceptance and sign-off in soft copy must be delivered by the Project Lead to the BAIR Project Manager.

**Completion Criteria**

Work shall be considered complete after installation, verification and testing of the products(s) as indicated at the top of this document.

**Schedule / Timeline**

1. **CLIENT** signs and returns the Statement of Work, completes and returns the Account Set Up Worksheet, and completes and returns the required Translation Worksheet (RMS, CAD, Crash, Ballistics, LPR, etc.).
2. BAIR and the **CLIENT** schedule a Kick Off Meeting. The Kick Off Meeting will allow BAIR and the **CLIENT** to review the Statement of Work, the Account Set Up Worksheet, and the Translation Worksheet.
3. BAIR and the **CLIENT** will schedule a technical meeting to verify that all of the SSIS Requirements have been met.
4. BAIR will provide the **CLIENT** with optional translation dates. **CLIENT** will select a translation date.
5. BAIR will need access to the **CLIENT**'s system for up to 14 full (8-hour) business days to write the required translations.
6. BAIR will write the required translations. BAIR will upload 30 days of data for **CLIENT** to classify and review and provide **CLIENT** with the Review Worksheet.
7. **CLIENT** will have five business days to classify and review the 30 days' worth of data. If fixes are requested they must be submitted via the Review Worksheet. Field Names and Look Up Tables must be provided.
8. BAIR will implement the requested fixes from the Review Worksheet. BAIR will upload up to 2 years of RMS historical data and up to 6 months of CAD historical data. BAIR will upload up to 3 months of historical data for LPR, Ballistics, and Crash data.
9. BAIR will automate the upload(s) to run every 24 hours.
10. BAIR will provide the **CLIENT** with the Project Delivery Sign Off. This document must be signed and returned within 48 business hours after automation.



**Post completion of translation**

- Modifications made to data translations by persons other than the Bair Analytics Support team will not be covered under the UTSP that has been purchased by your agency and may cause the support of the translation to be null and void.
  
- Any additional work on the translation, beyond what was in the original statement of work, will be agreed via the Sales team and costs levied accordingly.

**Attachments: Scope of work**

By: \_\_\_\_\_  
BAIR Analytics, Inc.  
By: Sean Bair  
Title: President  
Date:

By: \_\_\_\_\_  
Montclair Police Department  
By:  
Title:  
Date:

SCOPE OF WORK



June 17, 2014

Brandon Kumanski, Lieutenant  
Montclair Police Department  
4870 Arrow Highway  
Montclair, CA 91763

Dear Lt. Kumanski,

Per your request, BAIR Analytics is providing this written quote detailing the costs for a proposed software licensing, services, and training agreement for the Montclair Police Department.

**Recommended Package**

Based on your requirements, following is the recommended package that we believe meets Montclair Police Department's needs:

Item	List Price Per Item	GSA Price Per Item	Discounted Price Per Item	Item Count	Total Price
RAIDS Online	FREE	Open Market	FREE	1	FREE
*ATACRAIDS (41-75 Officers)	\$4,200	\$3,812	N/A	1	\$4,200
RMS Translation	\$7,500	Open Market	\$1,250	1	\$1,250
CAD Translation	\$7,500	Open Market	\$1,250	1	\$1,250
BAIR User Conference Registration	\$395	Open Market	\$325	1	\$325
<b>Total</b>					<b>\$7,025</b>

*\*This item is available through the GSA. Contract #: GS-35F-0416W*

**Conditions**

There is no charge for tax or shipping and handling on any of the products or services listed. These costs will be honored for a period of 90 days from the date of this letter. Prices are subject to change without notice. If you have any questions or would like clarification on any of these items, please contact me at our toll free number (800) 380-1138 or at (303) 346-6000. We look forward to working with you.

Sincerely,

Sean Bair  
President

# Services

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## Translation Service

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### Automated extraction of offense data into the ATAC Analytical Structure

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Our **Translation Service** extracts data – using our Translation Software<sup>1</sup> – from an agency's records management system (RMS), and transfers the offense Modus Operandi, Persons, Vehicles and Narrative data<sup>2</sup> to a local Analytical Warehouse and/or to the secured web-based RAIDS Warehouse. Data is automatically extracted from the data source, converted to literal values, cleaned and analyzed. Translated data is compatible with ATAC, ATACRAIDS, RAIDS Online, MS Access, MS Excel, ArcGIS and other applications. Translation Service is completed via remote-access by BAIR database administrators.

Translation services are also available for CAD/CFS data and other data such as arrest, field interviews for an additional cost as outline in the recommended package and detailed in Attachment B.

Software upgrades and technical support for the Translation Software and data extraction are provided through the optional Upgrade and Technical Support Plan (*"Support" section in this proposal*).

*Please see Attachment A for a Solution Diagram*

#### Translation Service provides the following:

- Installation of the Translation Software on the agency's import server or workstation.
- Creation of a custom data extract that automatically extracts data from a single RMS or other data source.
- Configuration of lookup tables that convert code values to literal values for more efficient analysis.
- Configuration of data cleaning and processing to improve data quality.
- Scheduling and automation of translation to improve data standardization and save time.

Translation Service	List Price
Offense data translated from a single RMS or data source	\$7,500
CAD/CFS	\$7,500
Translation Software	Free

*This in an open market item*

**Note:** If your agency wishes to use internal resources to create an automated process that exports RMS data to the ATAC Analytical Structure, see Translation Self-Setup Service.

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<sup>1</sup> Refer to Attachment B, Section 5 for additional terms and technical requirements for our Translation Software.

<sup>2</sup> Refer to Attachment B, Section 6A for Data Included in the Translation Service, including a complete list of Fields Extracted with Translation Service.

# Services

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## Translation Self-Setup Service

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**Documentation, questions and data review for Agencies who can create an automated data translation using internal resources**

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The **Translation Self-Setup Service** provides support for agencies setting up their own data translation. The support consists of three components: documents, questions and reviews. This option is ideal for those agencies that have the knowledge and capability within their agency to create an automated data extraction from their RMS into the ATAC Analytical Structure.

**The Translation Self-Setup Service provides the following:**

**Documents:** BAIR will provide the agency with a set of documentation on the following:

- Technical specifications for the ATAC Analytical Structure
- Translation Worksheet used to prepare for the translation
- Sample database in the ATAC Analytical Structure
- Blank template database in the ATAC Analytical Structure

**Questions:** BAIR will be available to answer questions about the following topics while the agency sets up the data translation:

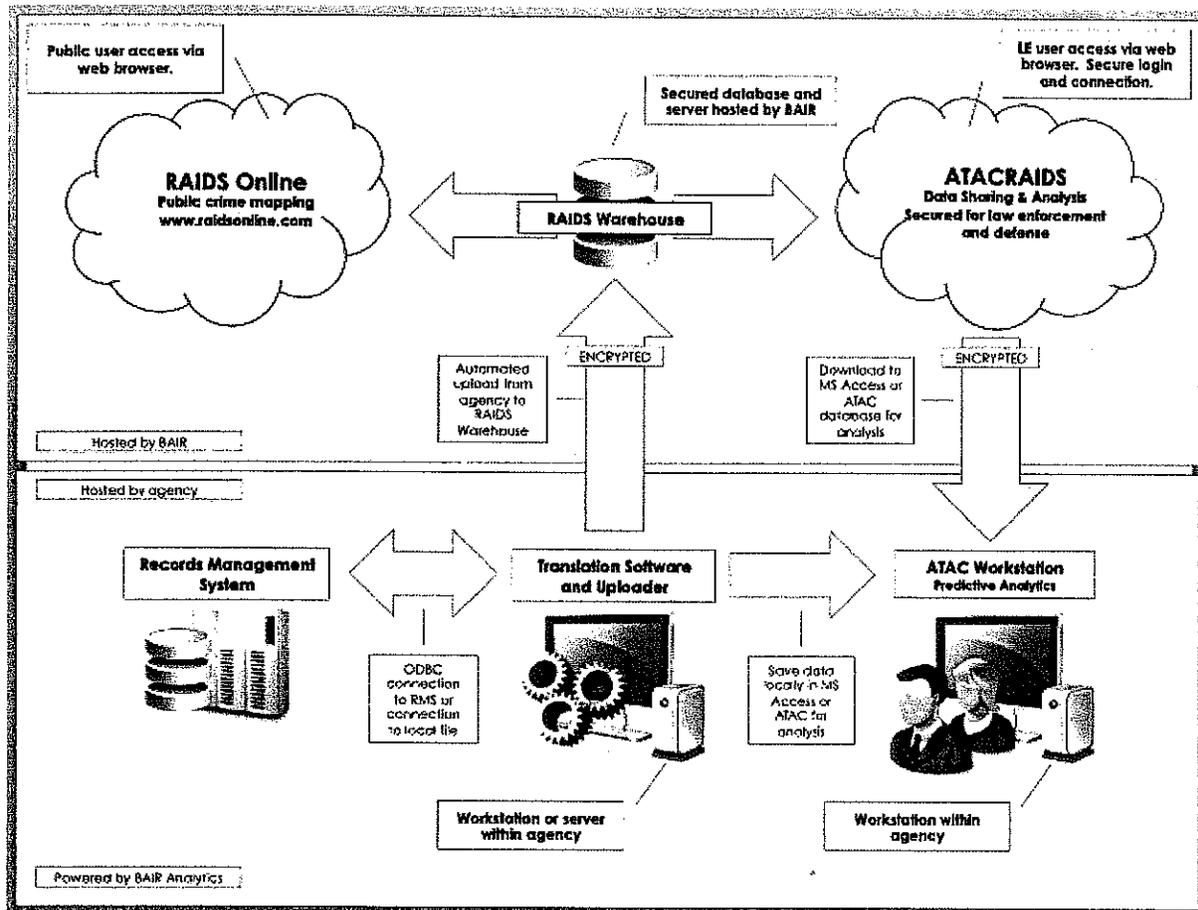
- Data structure, field types and required fields
- Building stamp fields
- Data update frequency and date range

**Reviews:** BAIR will review the database produced by the completed translation to assure the data fits the ATAC Analytical Structure. If problems are found with the translation, then BAIR will provide suggestions for resolving the issues.

<b>Translation Self-Setup Service</b>	<b>List Price</b>
Documentation, Questions and Reviews	\$475
<i>This in an open market item</i>	

# Attachment A: Solution Diagram

## ATAC Analytical Solution with Translation Service



## Attachment B: Terms

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### 1. Support Contact & Hours

**Telephone Support** - Telephone Support is available Monday through Friday, 9am to 5pm (Mountain) by calling **(800) 380-1138**.

**Email Support** - Email Support is available 24 hours per day, 7 days per week by emailing [support@bairanalytics.com](mailto:support@bairanalytics.com). Email support inquiries will receive a response within one business day.

### 2. Upgrade and Technical Support Plan (UTSP)

Each UTSP covers one (1) ATAC Workstation License and/or one (1) Translation Software License and data extraction to ensure your data is up-to-date and adheres to the highest quality standards. The 12-month support term starts after the completion of installation.

#### A. Items included in the UTSP:

- Unlimited email technical support
- Unlimited telephone technical support
- Unlimited minor upgrades with bug fixes and additional updates that enhance the usability of the software
- Unlimited major upgrades with additional modules and functionality that enhance the usability of the software

#### B. Remote Access Requirements

BAIR uses GoToMeeting to provide support via remote access. BAIR may also provide remote support using VPN upon the agency's request. Please provide remote access details if you would prefer BAIR to use VPN access.

#### C. Items covered under the Upgrade and Technical Support Plan

- Diagnosis and resolution of software errors.
- Diagnosis and resolution of Data Translation Routine errors.
- Adjusting schedule of automated Data Translation Routine.
- Installation of software and/or software upgrades.
- Fixing broken ODBC connections and/or reconnecting broken table links.
- Completing minor translation adjustments to improve the data quality for a specific variable.
- General maintenance of the queries needed to continue the Translation Service to the RAIDS Warehouse and/or local Analytical Warehouse without interruption.

#### **D. Items not covered under the Upgrade and Technical Support Plan**

The following items will be billed at BAIR's current hourly Technical Support rate of \$85/hour:

- Migration of the data translation routine, software, and / or affected databases to a new machine or server.
- RMS Schema updates (field length, type, size, table name, etc.).
- Lookup table updates including changing or adding lookup values.
- Re-import of historical data.
- Backing up translated data.
- Training-related software questions.
- Changing the source of the extracted data to a new records management system or new RMS vendor.
- Adding new variables or views to the RAIDS Warehouse and/or local Analytical Warehouse.

### **3. Standard Technical Support**

Standard Technical Support starts after completion of the installation and includes 30 days of e-mail technical assistance and 2 telephone support calls. Telephone support beyond the first two calls is available and billed on an hourly basis at BAIR's current hourly Technical Support rate of \$85/hour if not participating in the Upgrade and Technical Support Plan (UTSP). BAIR employees will inform technical support callers of calls beyond the included 2 technical support calls prior to providing service to avoid unwanted charges. An invoice will be sent to the agency for those authorized "for fee" telephone technical support calls and will include information detailing the nature of the call, the caller information, time of call, duration, and service provided.

### **4. ATAC Workstation License (Desktop Software)**

The ATAC Workstation License entitles the user to deploy the ATAC Workstation software to any single workstation with availability restricted to agency employees. Multiple users are allowed at a single workstation. Purchase of the ATAC Workstation software includes an electronic copy of the ATAC Workstation software (available online) and Standard Technical Support.

**The following are Technical Requirements for ATAC Workstation and are provided by the customer:**

- Intel Pentium IV or AMD processor with a 2GHZ or greater
- Microsoft Windows XP, Vista or 7 (32-bit or 64-bit)
- 2GB Memory (minimum)
- 300 MB Disk Space (minimum)
- 32-bit Color
- CD-Rom, DVD Drive, or Internet Connection for installation

### **5. Translation Software License (Desktop Software)**

The Translation Software License entitles the user to deploy the Translation Software to any single workstation or server with availability restricted to agency employees. Multiple users are allowed at a single workstation. Purchase of the Translation Software includes Standard Technical Support.

The following are Technical Requirements for Translation Software and are provided by the customer:

- Intel Pentium IV or AMD processor with a 2GHZ or greater
- Microsoft Windows XP, Vista or 7 (32-bit or 64-bit)
- 2GB Memory (minimum)
- 300 MB Disk Space (minimum)
- 32-bit Color
- CD-Rom, DVD Drive, or Internet Connection for installation

## 6. Translation Service - RMS

### A. Data Included in the Translation Service - RMS

Translation Service includes extraction of the offense/incident fields included in the table below. Other types of data (Calls for Service, Field Cards, Arrest and Warrants, etc.) are not included in the translation. The Translation Software and Data Translation Routine that are installed and configured as a part of the Translation Service are supported by the Upgrade and Technical Support Plan or by purchasing technical support at BAIR's current hourly Technical Support rate of \$85/hour.

#### Fields Extracted with Translation Service

<b>Modus Operandi Data</b>	IR Number	Location Type	Last Day
	Crime	Property Taken (1)	Address of Crime
	Object of Attack (1)	Property Taken (2)	Address Name
	Object of Attack (2)	Property Taken (3)	Beat
	Point of Entry (1)	Property Value	RD
	Point of Entry (2)	Weapon Type (1)	<b>Narrative/Synopsis of Crime</b>
	Method of Entry (1)	Weapon Type (2)	# of Companions
	Method of Entry (2)	Method of Departure	APT #
	Suspect's Actions Against Person (1)	First Date	Trend
	Suspect's Actions Against Person (2)	Last Date	Commonalities
	Suspect's Actions Against Person (3)	First Time	T Coordinate
	Suspect's Actions Against Person (4)	Last Time	X Coordinate
	Suspect's Actions Against Person (5)	Duration	Y Coordinate
	Suspect's Actions Against Property (1)	Sequence	Edit Date
	Suspect's Actions Against Property (2)	First Day	
	Suspect's Actions Against Property (3)	Interval	
<b>Persons Data</b>	IR Number	Speech	Persons Notes
	Name Type	Teeth	Weight 1
	Last Name	Physical Condition	Weight 2
	First Name	Build	Height 1
	Middle Name	Complexion	Height 2
	Moniker	Facial Hair	Age 1
	Persons Address	Hat	Age 2
	DOB	Mask	SID
	Race	Glasses	Picture
	Sex	Appearance	Facial Recognition
	Hair	Shirt	Persons X Coordinate

	Hair Length	Pants	Persons Y Coordinate
	Eyes	Shoes	Edit Date
	Hand Use	Jacket	
<b>Vehicles Data</b>	IR Number	Style	Vehicle Address
	Plate	Color	Description
	Plate State	Year	Vehicle X Coordinate
	Make	Type	Vehicle Y Coordinate
	Model	Vehicle Status	Edit Date

**B. Data Included in the Translation Service – CAD/CFS**

<b>Fields Extracted with Translation Service</b>		
<b>CAD/CFS Data</b>	Event Number	Date Time Arrived
	Report Number	Date Time Cleared
	Caller Address	Minutes On Call
	Address	Minutes Response
	Place Name	Primary Unit
	Location Type	Secondary Unit
	District	Third Unit
	Beat	Primary Unit Officer Name
	RD	Secondary Unit Officer Name
	Received	Third Unit Officer Name
	Initial Type	Dispatcher Comments
	Final Type	Synopsis
	Disposition	Report Flag
	Priority	Event Relationship
	Date Occurred	X Coordinate
	Date Time Received	Y Coordinate
	Date Time Dispatched	X Coordinate Projected
	Date Time En Route	Y Coordinate Projected

**C. Data Included in the Translation Service – Other Data**

<b>Fields Extracted with Translation Service</b>	
<b>Other Data</b>	e.g. Field Interview, Arrest, Warrants, Accident – To Be Specified on Pages 1-2

## Attachment C: Optional Products & Services

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Services	Cost
On-Site Consulting	\$949/day + Travel
Technical Support	\$85/hour
Translation Services	\$85/hour
Analytical Services	\$85/hour
Hiring Services	\$85/hour

## AGENDA REPORT

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<b>SUBJECT:</b> CONSIDER APPROVAL OF AGREEMENT NO. 14-93 AMENDING AGREEMENT NO. 10-95 WITH THE CLAREMONT POLICE DEPARTMENT FOR USE OF THE MONTCLAIR POLICE DEPARTMENT FIREARMS SHOOTING RANGE	<b>DATE:</b> October 6, 2014 <b>SECTION:</b> AGREEMENTS <b>ITEM NO.:</b> 4 <b>FILE I.D.:</b> PDT725 <b>DEPT.:</b> POLICE
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**REASON FOR CONSIDERATION:** The City Council is requested to consider approval of Agreement No. 14-93 with the Claremont Police Department for use of the Montclair Police Department firearms shooting range. Proposed Agreement No. 14-93 amends Agreement No. 10-95 and has been approved by the City Attorney.

A copy of proposed Agreement No. 14-93 is attached for the City Council's review and consideration.

**BACKGROUND:** The firearms shooting range is used at least two days each month for firearms training. When not in use by staff, the range is rented to other law enforcement agencies to offset costs associated with maintenance.

A comprehensive lead abatement of the range was recently completed to transition the facility to a completely lead-free environment. We anticipate the use of lead-free ammunition to result in lower range maintenance costs. The usage fee pursuant to Agreement No. 10-95 was \$255 per day. Staff has determined \$225 per day to be a fair and competitive rental fee and therefore recommends the existing agreement with the Claremont Police Department be amended to reflect the proposed \$225 per day usage fee.

Proposed Agreement No. 14-93 details the terms of use of the range by the Claremont Police Department. The Claremont Police Department would be responsible for providing all supplies and equipment.

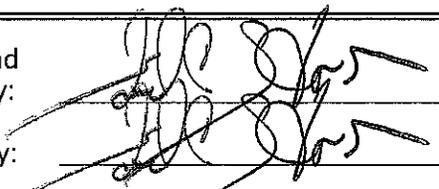
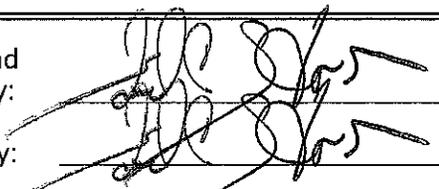
The term of proposed Agreement No. 14-93 is for two years from October 1, 2014, through September 30, 2016.

**FISCAL IMPACT:** Approval of proposed Agreement No. 14-93 would net approximately \$2,700 in revenue for the City.

**RECOMMENDATION:** Staff recommends the City Council approve Agreement No. 14-93 with the Claremont Police Department for use of the Montclair Police Department firearms shooting range.

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Prepared by: <u>B. JESTORA</u>	Reviewed and Approved by: 
Proofed by: <u>Sharon Agopian</u>	Presented by: 

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## AGREEMENT NO. 14-93

An Agreement Amending Agreement No. 10-95  
Between the City of Claremont and the City of  
Montclair for use of the Weapons Firing Range

The City of Montclair, hereinafter referred to as the "City" and the City of Claremont, located at 207 Harvard Avenue, Claremont, CA 91711, hereinafter referred to as "Agency" mutually agree to amend Agreement No. 10-95 as follows:

1. Paragraph 4 shall be replaced with the following:

Effective October 1, 2014, Agency shall pay City the sum of Two Hundred Twenty-Five Dollars (\$225.00) for the use of the Range for a twenty-four (24) hour period. Agency shall be billed on a quarterly basis and shall pay City within thirty (30) days of invoicing. City shall have the right to renegotiate the rate for Range usage under this agreement at the end of each fiscal year for the ensuing fiscal year. Any rate change shall be agreed upon in writing by both parties in the form of an amendment to this agreement.

2. EXHIBIT A shall be amended as follows:

### Range Safety Rules

- 1) Federal, state, and local firearm laws must be obeyed. Violation of any Range Safety Rule may result in the removal of the violator from the facility.
- 2) All rules posted within the facility shall be obeyed. Read and understand all rules prior to utilizing the facility.
- 3) The **Montclair Police Department Range Facility** consists of several separate areas. All areas are distinctively marked:

- **Range Foyer:** This is the reception area for the range. Only authorized personnel may use the north entry door. All other persons shall utilize the south (public parking lot) entry door. This area is not to be used for the preparation, cleaning, loading, or servicing of firearms.

• **Range Ready Room:** This area is to be utilized for range preparation. Any loaded weapons brought into the range facility are to be unloaded using the projectile containment system mounted on the wall. This area may be used for preparing equipment, loading magazines, or dressing in range safety equipment, ballistic vests, duty-belts, and/or holsters. *Due to limited space, a maximum of five persons may prepare to shoot at any given time.*

• **Shooting Range Room:** This area includes the firing line. It may only be accessed via the Range Ready Room. *Shooters shall not enter or leave the Shooting Range Room with loaded firearms.* Range staff members are exempt from this restriction.

• **Range Control Room:** This room is to be used by range staff only and shall not be entered without the authorization of a range staff member.

• **Weapon Cleaning Room:** This area is to be used for the cleaning and servicing of firearms and equipment. A range storage room can be accessed from this room. Peace officers, or those authorized to carry loaded firearms, may reload firearms in the Weapon Cleaning Room prior to departure. The projectile containment system mounted on the wall shall be utilized when loading weapons. *Due to limited space, a maximum of five participants may utilize this room at any given time.*

• **Range Office:** This area is to be used by range staff only and shall not be entered without authorization from a range staff member. A range storage room can be accessed from this office.

• **Range Restroom:** May be used by those utilizing the range facility.

- 4) To prevent lead contamination in the shooting range, personnel *shall* only use ammunition with *“lead-free primers, lead-free powder, and lead-free projectiles.”*
- 5) Persons lawfully possessing loaded firearms may enter the range facility with loaded firearms. Except on the firing line at the direction of a range master, firearms shall be loaded and unloaded utilizing the projectile containment systems located in the Range Ready Room and the Weapon Cleaning Room.
- 6) When entering and the leaving the Shooting Range Room (firing line room), handguns must be unloaded, with actions open, magazines removed and holstered (or unloaded and encased). Rifles must be unloaded with actions open and magazines removed (or unloaded and

encased). Rifles will be carried safely with the muzzle pointed upward. **Persons utilizing the range shall not enter or leave the "Shooting Range" with a loaded firearm.**

- 7) Shooters shall not enter the Shooting Range Room until directed to do so by a member of the range staff. The Shooting Range Room doors shall remain closed during an active course of fire.
- 8) While in the Shooting Range Room (firing line), firearms will only be loaded and unloaded at the direction of a range master with the muzzle pointed down-range, unless otherwise directed.
- 9) In order to prevent damage to the range equipment, cross-firing at targets is not allowed unless authorized by a range master.
- 10) Eye and ear protection shall be utilized in the Shooting Range Room. Ear protection shall be utilized in the Range Ready Room. This includes observers.
- 11) Food, beverages, and use of tobacco products are prohibited within the range facility.
- 12) Commands issued by range masters and range personnel must be obeyed immediately and without question.
- 13) Never use tracer ammunition in the range.
- 14) Personnel may not shoot rifle ammunition over .223/5.56 caliber.
- 15) Personnel using shotguns at the range shall not use the target carrier to hold the target. When firing shotguns, the target carriers shall remain at the "home" position.
- 16) Personnel shall clean the range facility at the end of the shooting period, including the removal of all expended casings, and debris. ***Brooms shall not be used in the Shooting Range Room.*** Instructions on proper cleaning techniques will be provided to range staff.
- 17) Steel targets shall not be used in the range facility.
- 18) No vehicles shall be allowed inside the range facility without the advanced approval of the Montclair Police Department Support Services Lieutenant.

- 19) Personnel shall report all injuries or property damage to the Montclair Police Department Watch Commander, who will forward the information to Montclair Police Department Support Services Lieutenant.
- 20) All shooters must utilize proper personal safety equipment as required by their agency's policy and/or range staff.
- 21) Unsafe conditions, defective equipment, and facility repair requests should be reported immediately to a range staff member. Conditions requiring repair or alteration shall be reported to the Montclair Police Department Support Services Lieutenant.

ALWAYS practice basic firearms safety:

- ALWAYS point the muzzle in a safe direction
- Keep your finger off the trigger until the command to fire has been given.
- ALWAYS be sure of the target and what is beyond
- ALWAYS treat the firearm as if it were loaded
- Shoot only at authorized targets
- When making a firearm "safe," visually and physically inspect the firearm
- OBEY all commands given by range staff

3. Except as provided for herein, all other terms and conditions of Agreement No. 10-95 shall remain in full force and effect.

**City of Montclair**

**Claremont Police Department**

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

By \_\_\_\_\_  
Paul Cooper, Chief of Police

Date \_\_\_\_\_

Date \_\_\_\_\_

**ATTEST:**

**ATTEST:**

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

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

Date \_\_\_\_\_

Date \_\_\_\_\_

## AGENDA REPORT

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**SUBJECT:** CONSIDER ADOPTION OF RESOLUTION  
NO. 14-3053 AUTHORIZING PLACEMENT  
OF LIENS ON CERTAIN PROPERTIES FOR  
DELINQUENT SEWER AND TRASH CHARGES

**DATE:** October 6, 2014

**SECTION:** RESOLUTIONS

**ITEM NO.:** 1

**FILE I.D.:** STB300-17

**DEPT.:** ADMIN. SERVICES.

---

**REASON FOR CONSIDERATION:** Staff has identified 173 sewer and trash accounts in the even-numbered-month billing cycle that are more than three billing periods delinquent. Pursuant to Montclair Municipal Code Chapter 1.12, these properties are subject to lien.

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

The 173 liens presented for approval are for accounts that are at least 90 days delinquent.

**FISCAL IMPACT:** Recoverable amount is \$49,192.63, plus \$3,633.00 for release of lien fees, plus \$8,650.00 in lien fees, for a total of \$64,896.23.

**RECOMMENDATION:** Staff recommends the City Council adopt Resolution No. 14-3053 authorizing placement of liens on certain properties for delinquent sewer and trash charges as listed on Exhibit A of said Resolution.

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Prepared by: \_\_\_\_\_

*Roger Cole*

Reviewed and  
Approved by: \_\_\_\_\_

*John S. ...*

Proofed by: \_\_\_\_\_

*Claude Ramsey*

Presented by: \_\_\_\_\_

*John S. ...*

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**RESOLUTION NO. 14-3053**

**A RESOLUTION OF THE CITY COUNCIL  
OF THE CITY OF MONTCLAIR AUTHORIZ-  
ING PLACEMENT OF LIENS ON CERTAIN  
PROPERTIES FOR DELINQUENT SEWER  
AND TRASH ACCOUNTS**

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

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

**WHEREAS**, it has been determined that there are 173 sewer and/or trash accounts on which there are delinquencies in excess of 90 days; and

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

**WHEREAS**, the owners of these properties were notified on September 11, 2014, that their delinquent accounts are subject to causing a lien to be placed on their properties for settlement of such delinquencies; and that such liens would be considered for approval by the Montclair City Council on Monday, October 6, 2014.

**NOW, THEREFORE, BE IT RESOLVED** that the City Council of the City of Montclair approves the placement of liens on the properties and in the amounts specified in Exhibit A, entitled *Report of Delinquent Civil Debts - October 2014*, attached hereto.

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

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

\_\_\_\_\_  
Mayor

**ATTEST:**

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

I, Yvonne L. Smith, Deputy City Clerk of the City of Montclair, DO HEREBY CERTIFY that Resolution No. 14-3053 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:  
NOES:  
ABSTAIN:  
ABSENT:

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Yvonne L. Smith  
Deputy City Clerk

Exhibit A to Resolution No. 14-3053  
Report of Delinquent Civil Debts - October 2014

Street No.	Street	Account Type	Delinquency	Release of Lien Fee	Lien Fee	Total Lien Amount
4255	3rd Street	Residential	\$ 341.61	\$ 50.00	\$ 21.00	\$ 412.61
11225	Ada Avenue	Residential	234.12	50.00	21.00	305.12
11246	Ada Avenue	Residential	232.00	50.00	21.00	303.00
10186	Amherst Avenue	Senior	345.38	50.00	21.00	416.38
10207	Amherst Avenue	Residential	209.45	50.00	21.00	280.45
10227	Amherst Avenue	Senior	221.10	50.00	21.00	292.10
10360	Amherst Avenue	Multifamily	743.52	50.00	21.00	814.52
10411	Amherst Avenue	Multifamily	736.72	50.00	21.00	807.72
10421	Amherst Avenue	Multifamily	495.68	50.00	21.00	566.68
10431	Amherst Avenue	Multifamily	495.68	50.00	21.00	566.68
11142	Amherst Avenue	Residential	357.53	50.00	21.00	428.53
11151	Amherst Avenue	Residential	222.39	50.00	21.00	293.39
4320	Appaloosa Way	Residential	242.88	50.00	21.00	313.88
5455	Applegate Street	Residential	311.99	50.00	21.00	382.99
5490	Applegate Street	Residential	273.90	50.00	21.00	344.90
4624	Bandera Street	Multifamily	396.19	50.00	21.00	467.19
4667	Bandera Street	Residential	361.51	50.00	21.00	432.51
5217	Bandera Street	Residential	244.07	50.00	21.00	315.07
5231	Bandera Street	Residential	309.45	50.00	21.00	380.45
5239	Bandera Street	Residential	291.30	50.00	21.00	362.30
5243	Bandera Street	Residential	226.26	50.00	21.00	297.26
5562	Bandera Street	Residential	424.60	50.00	21.00	495.60
5609	Bandera Street	Residential	431.32	50.00	21.00	502.32
4432-34	Bandera Street	Multifamily	444.77	50.00	21.00	515.77
10145	Bel Air Avenue	Residential	222.39	50.00	21.00	293.39
10205	Bel Air Avenue	Residential	248.17	50.00	21.00	319.17
10551	Belgian Place	Residential	232.00	50.00	21.00	303.00
10570	Belgian Place	Residential	235.49	50.00	21.00	306.49
5219	Belvedere Way	Residential	219.34	50.00	21.00	290.34
5225	Belvedere Way	Residential	228.05	50.00	21.00	299.05
5196	Benito Street	Commercial	228.27	50.00	21.00	299.27
5206	Benito Street	Commercial	234.20	50.00	21.00	305.20
10248	Benson Avenue	Residential	204.67	50.00	21.00	275.67
10422	Benson Avenue	Residential	211.32	50.00	21.00	282.32
4531	Bodega Court	Residential	299.54	50.00	21.00	370.54
4533	Bodega Court	Residential	222.52	50.00	21.00	293.52
4534	Bodega Court	Residential	258.26	50.00	21.00	329.26
11339	Brunswick Lane	Residential	231.76	50.00	21.00	302.76
11419	Brunswick Lane	Residential	216.58	50.00	21.00	287.58
10968	Buckingham Way	Senior	206.01	50.00	21.00	277.01
10978	Buckingham Way	Residential	222.39	50.00	21.00	293.39
8974	Camulos Avenue	Residential	431.32	50.00	21.00	502.32

Street No.	Street	Account Type	Delinquency	Release of Lien Fee	Lien Fee	Total Lien Amount
10233	Camulos Avenue	Residential	\$ 238.84	\$ 50.00	\$ 21.00	\$ 309.84
10234	Camulos Avenue	Residential	300.14	50.00	21.00	371.14
10259	Camulos Avenue	Residential	224.41	50.00	21.00	295.41
10271	Camulos Avenue	Residential	432.28	50.00	21.00	503.28
11409	Cannery Row	Residential	216.42	50.00	21.00	287.42
4643	Canoga Street	Multifamily	991.36	50.00	21.00	1,062.36
4830	Canoga Street	Multifamily	1,734.87	50.00	21.00	1,805.87
4830	Canoga Street	Multifamily	1,734.87	50.00	21.00	1,805.87
4924	Canoga Street	Residential	222.39	50.00	21.00	293.39
4949	Canoga Street	Residential	222.39	50.00	21.00	293.39
5014	Canoga Street	Residential	222.39	50.00	21.00	293.39
5059	Canoga Street	Residential	312.02	50.00	21.00	383.02
5162	Canoga Street	Multifamily	991.35	50.00	21.00	1,062.35
4912	Carlton Street	Residential	300.14	50.00	21.00	371.14
5440	Carlton Street	Residential	210.79	50.00	21.00	281.79
11158	Carriage Avenue	Residential	222.39	50.00	21.00	293.39
11239	Carriage Avenue	Senior	257.16	50.00	21.00	328.16
11253	Carriage Avenue	Residential	248.35	50.00	21.00	319.35
11178	Carrillo Avenue	Residential	324.12	50.00	21.00	395.12
9515	Central Avenue	Commercial	513.86	50.00	21.00	584.86
4337	Clair Street	Residential	234.29	50.00	21.00	305.29
5158	Clair Street	Residential	211.32	50.00	21.00	282.32
5230	Clair Street	Residential	439.96	50.00	21.00	510.96
4329	Clydesdale Way	Senior	274.58	50.00	21.00	345.58
10231	Coalinga Avenue	Residential	222.39	50.00	21.00	293.39
11362	Cumberland Lane	Residential	222.87	50.00	21.00	293.87
11370	Cumberland Lane	Residential	230.59	50.00	21.00	301.59
11460	Cumberland Lane	Residential	274.04	50.00	21.00	345.04
11469	Cumberland Lane	Residential	230.83	50.00	21.00	301.83
11477	Cumberland Lane	Residential	216.51	50.00	21.00	287.51
10212	Del Mar Avenue	Residential	222.39	50.00	21.00	293.39
10236	Del Mar Avenue	Residential	295.13	50.00	21.00	366.13
11159	Essex Avenue	Residential	222.39	50.00	21.00	293.39
4133	Ewart Street	Residential	226.75	50.00	21.00	297.75
4760	Ewart Street	Residential	222.10	50.00	21.00	293.10
11334	Fairfax Lane	Residential	231.76	50.00	21.00	302.76
11366	Fairfax Lane	Residential	231.76	50.00	21.00	302.76
4219	Fauna Street	Residential	222.39	50.00	21.00	293.39
4244	Fauna Street	Residential	222.39	50.00	21.00	293.39
4256	Fauna Street	Residential	397.34	50.00	21.00	468.34
4267	Fauna Street	Residential	251.75	50.00	21.00	322.75
4291	Fauna Street	Residential	339.88	50.00	21.00	410.88
4456	Fauna Street	Residential	222.39	50.00	21.00	293.39
4703	Fauna Street	Residential	200.78	50.00	21.00	271.78

Street No.	Street	Account Type	Delinquency	Release of Lien Fee	Lien Fee	Total Lien Amount
4738	Fauna Street	Residential	\$ 272.32	\$ 50.00	\$ 21.00	\$ 343.32
4932	Fauna Street	Residential	338.66	50.00	21.00	409.66
5061	Fauna Street	Residential	340.92	50.00	21.00	411.92
5440	Fauna Street	Residential	219.81	50.00	21.00	290.81
8912	Felipe Avenue	Residential	219.81	50.00	21.00	290.81
10242	Felipe Avenue	Residential	257.21	50.00	21.00	328.21
8907-09	Felipe Avenue	Multifamily	244.13	50.00	21.00	315.13
8919-21	Felipe Avenue	Multifamily	444.77	50.00	21.00	515.77
10444	Felipe Lane	Residential	431.32	50.00	21.00	502.32
4730	Flora Street	Residential	312.65	50.00	21.00	383.65
5051	Flora Street	Residential	228.05	50.00	21.00	299.05
5083	Flora Street	Residential	249.90	50.00	21.00	320.90
10287	Fremont Avenue	Residential	222.62	50.00	21.00	293.62
10149	Galena Avenue	Residential	222.39	50.00	21.00	293.39
10161	Geneva Avenue	Residential	222.40	50.00	21.00	293.40
4125	Grand Avenue	Residential	215.18	50.00	21.00	286.18
11335	Halifax Lane	Residential	249.33	50.00	21.00	320.33
3960	Hampton Drive	Residential	261.27	50.00	21.00	332.27
5225	Hanover Way	Residential	220.49	50.00	21.00	291.49
11418	Hartford Lane	Residential	231.76	50.00	21.00	302.76
4103	Howard Street	Residential	222.39	50.00	21.00	293.39
4341	Howard Street	Residential	338.80	50.00	21.00	409.80
4780	Howard Street	Residential	222.39	50.00	21.00	293.39
4910	Howard Street	Residential	271.44	50.00	21.00	342.44
5013	Howard Street	Residential	224.02	50.00	21.00	295.02
5027	Howard Street	Residential	311.99	50.00	21.00	382.99
4552	Humboldt Court	Residential	309.45	50.00	21.00	380.45
10236	Kimberly Avenue	Residential	222.39	50.00	21.00	293.39
10321	Kimberly Avenue	Residential	229.96	50.00	21.00	300.96
10386	Kimberly Avenue	Multifamily	991.36	50.00	21.00	1,062.36
4671	Kingsley Street	Multifamily	446.79	50.00	21.00	517.79
4909	Kingsley Street	Residential	246.30	50.00	21.00	317.30
5003	Kingsley Street	Residential	222.39	50.00	21.00	293.39
5198	Kingsley Street	Multifamily	397.32	50.00	21.00	468.32
5242	Kingsley Street	Residential	222.39	50.00	21.00	293.39
5646	Kingsley Street	Residential	206.93	50.00	21.00	277.93
4385	Kingsley Street #2	Residential	224.51	50.00	21.00	295.51
4513	Mane Street	Residential	223.85	50.00	21.00	294.85
4555	Mane Street	Residential	222.39	50.00	21.00	293.39
4856	Mane Street	Residential	431.32	50.00	21.00	502.32
4743	Manzanita Street	Residential	404.81	50.00	21.00	475.81
4908	Manzanita Street	Residential	309.45	50.00	21.00	380.45
10189	Mills Avenue	Residential	259.45	50.00	21.00	330.45
4761	Mission Boulevard	Residential	272.61	50.00	21.00	343.61

Street No.	Street	Account Type	Delinquency	Release of Lien Fee	Lien Fee	Total Lien Amount
5239	Monte Verde Street	Residential	\$ 222.39	\$ 50.00	\$ 21.00	\$ 293.39
10235	Monte Vista Avenue	Residential	253.88	50.00	21.00	324.88
10290	Monte Vista Avenue	Senior	228.77	50.00	21.00	299.77
10332	Monte Vista Avenue	Residential	224.81	50.00	21.00	295.81
10557	Morgan Circle	Residential	222.39	50.00	21.00	293.39
10163	Oak Glen Avenue	Senior	249.58	50.00	21.00	320.58
10166	Oak Glen Avenue	Residential	333.55	50.00	21.00	404.55
10217	Oak Glen Avenue	Residential	250.25	50.00	21.00	321.25
10604	Oak Glen Avenue	Residential	223.58	50.00	21.00	294.58
4843	Orchard Street	Residential	230.62	50.00	21.00	301.62
5392	Orchard Street	Residential	222.39	50.00	21.00	293.39
5422	Orchard Street	Residential	222.39	50.00	21.00	293.39
10124	Poulsen Avenue	Residential	309.45	50.00	21.00	380.45
10154	Poulsen Avenue	Residential	222.39	50.00	21.00	293.39
11238	Poulsen Avenue	Residential	223.37	50.00	21.00	294.37
10206	Pradera Avenue	Residential	222.39	50.00	21.00	293.39
11442	Rockford Lane	Residential	231.76	50.00	21.00	302.76
4949	S Plaza Lane	Commercial	972.39	50.00	21.00	1,043.39
4675	Saddleback Street	Residential	246.86	50.00	21.00	317.86
5011	Saddleback Street	Residential	223.36	50.00	21.00	294.36
5225	Saddleback Street	Residential	224.81	50.00	21.00	295.81
5272	Saddleback Street	Residential	222.39	50.00	21.00	293.39
5177	San Antonio Way	Residential	222.39	50.00	21.00	293.39
11052	San Juan Way	Residential	222.39	50.00	21.00	293.39
11014	San Miguel Way	Residential	222.39	50.00	21.00	293.39
11020	San Pasqual Avenue	Residential	222.39	50.00	21.00	293.39
11094	San Pasqual Avenue	Residential	221.67	50.00	21.00	292.67
11143	San Pasqual Avenue	Residential	223.12	50.00	21.00	294.12
11050	San Rafael Way	Residential	231.77	50.00	21.00	302.77
10133	Santa Anita Avenue	Residential	222.39	50.00	21.00	293.39
10221	Santa Anita Avenue	Residential	222.39	50.00	21.00	293.39
11011	Stallion Avenue	Residential	222.39	50.00	21.00	293.39
10289	Tudor Avenue	Residential	222.39	50.00	21.00	293.39
10115	Vernon Avenue	Residential	224.22	50.00	21.00	295.22
10236	Vernon Avenue	Residential	232.00	50.00	21.00	303.00
5533	Vernon Court	Residential	245.45	50.00	21.00	316.45
4230	Via Amore	Residential	225.02	50.00	21.00	296.02
11178	Whitewater Avenue	Residential			21.00	293.39
11195	Whitewater Avenue	Residential	248.33	50.00	21.00	319.33
4515	Yosemite Drive	Residential	222.39	50.00	21.00	293.39
4536	Yosemite Drive	Residential	228.09	50.00	21.00	299.09
4548	Yosemite Drive	Residential	243.93	50.00	21.00	314.93
10464	Yosemite Drive	Residential	309.45	50.00	21.00	380.45
<b>TOTALS</b>			<b>\$52,613.23</b>	<b>\$8,650.00</b>	<b>\$3,633.00</b>	<b>\$64,896.23</b>

MINUTES OF THE MEETING OF THE MONTCLAIR  
PERSONNEL COMMITTEE HELD ON MONDAY,  
SEPTEMBER 15, 2014, AT 8:15 P.M. IN THE CITY  
ADMINISTRATIVE OFFICES, 5111 BENITO STREET,  
MONTCLAIR, CALIFORNIA

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**I. CALL TO ORDER**

Mayor Pro Tem Ruh called the meeting to order at 8:15 p.m.

**II. ROLL CALL**

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

**III. APPROVAL OF MINUTES**

**A. Minutes of the Regular Personnel Committee Meeting of  
September 2, 2014.**

Moved by City Manager Starr, seconded by Mayor Pro Tem Ruh,  
and carried unanimously to approve the minutes of the Personnel  
Committee meeting of September 2, 2014.

**IV. PUBLIC COMMENT - None**

**V. CLOSED SESSION**

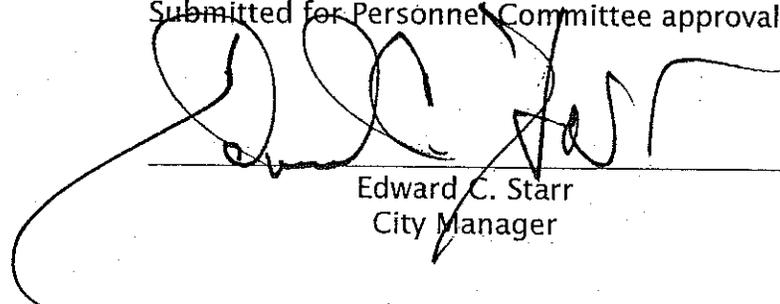
At 8:16 p.m., the Personnel Committee went into Closed Session  
regarding personnel matters related to appointments, resignations/  
terminations, and evaluations of employee performance.

At 8:25 p.m., the Personnel Committee returned from Closed Session.  
Mayor Pro Tem Ruh stated that no announcements would be made at  
this time.

**VI. ADJOURNMENT**

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

Submitted for Personnel Committee approval,



Edward C. Starr  
City Manager

MINUTES OF THE REGULAR MEETING OF THE  
PUBLIC WORKS COMMITTEE HELD ON THURSDAY,  
SEPTEMBER 18, 2014, AT 4:00 P.M. IN THE CITY  
MANAGER'S CONFERENCE ROOM, 5111 BENITO  
STREET, MONTCLAIR, CALIFORNIA

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**I. CALL TO ORDER**

Chair Paulitz called the meeting to order at 4:06 p.m.

**II. ROLL CALL**

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

**III. APPROVAL OF MINUTES**

**A. Minutes of the Public Works Committee Meeting of August 21, 2014**

Action on the approval of minutes for the meeting of August 21, 2014, was deferred. The minutes were not attached to the agenda.

**IV. PUBLIC COMMENT**

None

**V. PUBLIC WORKS DEPT. UPDATES/ITEMS**

**A. Operations/Facilities and Grounds Items**

**1. Maintenance Activities Reports Attached**

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

Streets – Is the City going to be striping? He noted that the cat tracking at I-10 and Central Avenue has faded a bit. Public Works Superintendent Mendez stated due to budget cuts four years ago, the City had to cut back on certain items. We used to do stenciling annually. Now we are stenciling half the city, every other year. This has caused paint to fade in certain areas. The Public Works Department will be starting striping in a month near the I-10 Freeway.

Streets – Is the Public Works Employees still picking up illegal dumping and what are the locations? Public Works Superintendent Mendez stated that on 3<sup>rd</sup> Street, State Street, and Kadota Avenue

there has been an increase in the dumping of tires, paint, and a number of small debris items. Public Works Streets employees have been picking up illegal dumping of mattress and bags of trash in the alleyways.

Sewers – How are tree roots getting in the sewer lines? Public Works Superintendent Mendez stated that trees need water. Residents are not watering their trees as much. Tree roots are searching for water and making their way into the sewer lines. Over time this can damage, crack, and rupture the sewer lines. The worst areas are on Rudisill Street between Rose and Columbine Avenues. San Bernardino Street was recently cleaned and cleared of roots. The Sewer Division tallies a list of roots, grease, and roaches, and dedicates a few days to repair and clean those areas.

B. Engineering Division Items

**1. SANBAG/Caltrans' 1-10 Express Lanes Project and potential impacts on Palo Verde Street**

Public Works Director/City Engineer Hudson stated that the 1-10 Freeway is planning on adding one Express Lane in each direction with the existing HOV lane. Single occupants will be able to pay to use it, with the price based on the time of the day. The additional lanes will require widening of the freeway, either to the north or the south. To the north will impact housing; to the south will impact Palo Verde Street. They are purposing to reduce the width of Palo Verde Street from curb to curb to 26 feet. A 26-foot width is comparable to what we have on Palo Verde Street just east of Mills Avenue. Public Works Director/City Engineer Hudson does not see a problem with the reduced width of 26 feet. Proposed alternatives include vacating Palo Verde from Helena Avenue to Ramona Avenue. A knuckle could be constructed at Ramona and Palo Verde Street. At Camulos Avenue and Helena Avenue a cul-de-sac similar to Bolton Avenue or Tudor Avenue could be constructed. A driveway provides access to a drainage basin, but we could still maintain the driveway access through streets. The purpose for bringing this item to the Committee today is to advise the Committee of the project and anticipated environmental work. Design work will take three years. Staff agrees with the proposed widening of the freeway to the south in order to reduce impacts to residential units to the north. The Committee concurred with staff recommendation for widening to the south but defer any decision on the vacation of Palo Verde Street to sometime in the future when SANBAG/Caltrans submits its proposal to the City.

## **2. Howard Street/Monte Vista Avenue storm drain culvert modifications**

The project to widen Monte Vista Avenue from Mission Boulevard to Howard Street is nearing completion. It's been noted that there is some ponding of runoff at the end of the improvement limits, and that additional grading/paving will be required south of Howard Street. Water previously ponded at the intersection, but the project was intended to eliminate it. Additional work was done and a new gutter was flow tested earlier this week. The problem has been addressed. There is also a concern with an existing storm water outlet at the southeast corner of the intersection. Some temporary remedies will be considered. The long term solution is the construction of ultimate street improvements south of Howard Street along the east side of Monte Vista Avenue. Staff will be meeting with a developer interested in developing the adjacent property.

## **3. Benson Avenue cul-de-sac closure update**

Staff gave an update on the subject project. Staff has proposed iron work to close off the access, but it didn't get support. Residents prefer a block wall. Staff is now exploring the cost for a wall and also landscaping.

## **VI. POLICE DEPARTMENT UPDATES/ITEMS**

Director, Office of Public Safety/Police Chief deMoet stated that there is good news with the City Council approval of the new Traffic Division effective September 8<sup>th</sup>, and the purchase of the new motorcycle. A second motorcycle will be coming on October 1<sup>st</sup> after grant funding is received. The new Division is scheduled to focus duties on traffic near Montclair schools in the mornings and afternoons. In the near future, the Police Department will be educating the public on occupant safety, click it or ticket, pedestrian safety, and bicycle safety. The Police Department will also be educating the public on child safety and distributing safety child seats for those who need them, as well as bicycle helmets funded from the OTS Grant.

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

Community Development Director Lustro updated the Committee on several projects. The southeast corner of Howard Avenue and Monte Vista Avenue is being considered for development by Frontier Homes. The development includes 17 single family units. The second development is a 20-unit single family project on 4.5 acres on the south side of Mission Boulevard and east of Monte Vista Avenue.

Permits were pulled this week for a 130,000-sq foot industrial building at the southeast corner of Ramona Avenue and Brooks Street. Activity on that site should start in a couple of weeks with construction of the building starting by the end of the year.

There are also two commercial projects in process. One is the lot across from Costco on Central Avenue. The developer is working on the plans and doing some pre leasing. Three buildings will be in this area. Two will include drive throughs. The development will have two access point from Central Avenue. The back side of the property will be all blocked off from the adjacent residential alley. Tommy Burgers, Starbucks, as well as four other leases have already been signed.

The last project is the northwest corner of Ramona Avenue and Holt Boulevard. (Map shown) Details are being fleshed out now. It is a clean design. They are starting to narrow the site down for the best production functions. Two larger tenants that have committed are Dollar Tree and WSS Shoes, which will be moving from its Central Avenue/Holt Boulevard location. The developer is looking for other tenants to fill in the gap. Hopefully something may be finalized by the end of the year.

## **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**

Staff met with a consultant last week to go over the design work, scope of services, and the proposed design fee for the grade separation project. The fees are roughly \$1.5 million with \$1.6 million available from a federal grant (Demo Project). This amount includes the local match. The proposal is within the City's budget and staff has requested authorization with Caltrans to award the contract. Staff has been working on this authorization for two months, only to learn two weeks ago that the Caltrans engineer is currently out on a family emergency and won't return until late October or November. The problem is in Sacramento, but staff does not have the ability to contact Sacramento directly. Staff is optimistic that the contract can yet be awarded this year, but had hoped to have it awarded by the City Council by October 1<sup>st</sup>. That won't happen now. The City's selected engineer will have the design complete in nine months once he has been given direction to proceed. Once the construction is started, he gave an estimate of two years to completion.

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

This project is suffering from the same issues, the same engineer is out and therefore we are not able to proceed. Staff has not even been able to get a federal project number or authorization to award that project yet. The problem is currently at the local office. The City did have an additional inspection performed by a Caltrans inspector two weeks ago. A series of tests were performed on the bridge deck. The conclusion was the bridge is in worse shape that Caltrans had originally determined, but it has yet to file a written report. The report is expected in a few weeks.

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

The project is now complete. A notice of completion should go to the next Council meeting.

**D. RECREATION BUILDING REMODEL**

The design is complete and will be out to bid next week. The bid opening date is scheduled for October 23. In response to a question asked by Chair Leonard, staff responded to an issue about the restroom doors in the Community Center occasionally not working when the buttons are pushed. Staff is aware of the door issue. When the A/C unit is off and the restroom ventilation on, a suction is created that holds the doors closed. The suction cannot be overcome by the door operator controlled by the button. If the A/C is on we do not have the door issue. Facilities and Grounds Superintendent McGehee stated that he is going to have the A/C unit on when the gym is occupied to alleviate the problem.

**E. SUNRISE PARK BLOCK WALL RECONSTRUCTION**

This project affects the northerly wall at Sunrise Park. Construction started September 17. The project will remove and reconstruct about 2/3 of the wall. Temporary fencing has been set up to maintain security to homes on the north side of the wall. In the next couple of weeks this project will be complete.

**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 on all four approaches. The design is complete. We are still working with Caltrans to make sure our environmental is clear. It may not be possible to advertise the project this year. The City has a couple of years on the grant.

**G. GOLD LINE**

Construction of Phase 2A of the Gold Line is proceeding very quickly and is ahead of schedule. On September 16, the bridge deck was poured for the Huntington Drive Bridge in Arcadia, the last of the project's 24 bridge structures to be completed. With the deck in place, work will begin atop the bridge, keeping the Construction Authority on schedule for more than 28 miles of light rail track to be installed by mid-October.

Also underway along the Pasadena to Azusa segment this week, a team from the California Public Utilities Commission staff toured the nearly completed project to pre-inspect and provide input regarding Agency clearance criteria at the station platforms and the overhead catenary system (OCS). Soon, a CPUC team will be inspecting each of the 14 at-grade crossings. And finally, field work commenced

this week in the Azusa to Montclair segment. Survey teams have been out at different points along the rail corridor collecting information that will go into the advanced conceptual engineering reports. Surveying is taking place mostly at bridge locations, but will be expanding to other areas as the effort continues into the coming months.

All the construction related to phase 2A will be completed around this time next year and then the project will be turned over to the MTA for testing. Staff has had a few meetings on the designs and has a scheduled monthly meeting on the progress. They are proceeding as though they have the money and that a tax measure will be put on the 2016 ballot. If it is approved, there will be funding to carry the Gold Line all the way to Claremont. Staff also has SANBAG's assurance that it will continue from Claremont to Montclair. Staff will periodically update the status on the Gold Line.

**IX. Other Items**

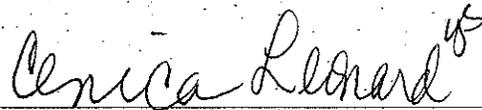
At the last Public Works Committee meeting, staff discussed a need for changing the time of the Committee meeting. Chair Paulitz was not at the meeting and did not participate in the discussion. Public Works Director/City Engineer Hudson stated that the need for the change was due to periodic meetings with the CIM Group regarding changes at the Plaza. The meetings occasionally conflict with the Committee meeting. Chair Paulitz did not object to the change in time from 2 p.m. to 4 p.m. There will be a need to revisit this issue when Chair Paulitz retires from the City Council and a new Council Member is elected.

**X. ADJOURNMENT**

The next meeting of the Public Works Committee will be at 4:00 p.m. on October 16, 2014 if there are items that need to be discussed.

At 4:55 p.m., Chair Paulitz adjourned the meeting.

Submitted for Public Works Committee approval,

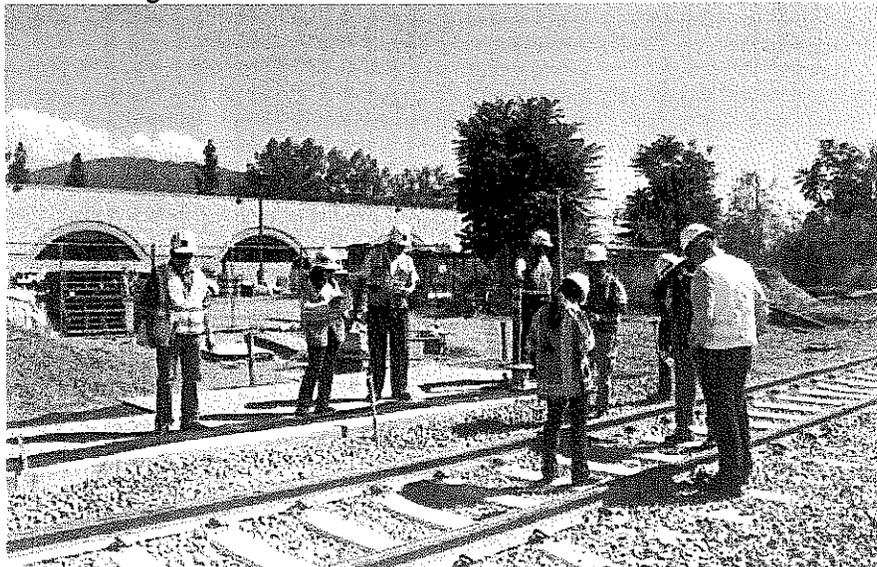


Cenica Leonard  
Transcribing Secretary

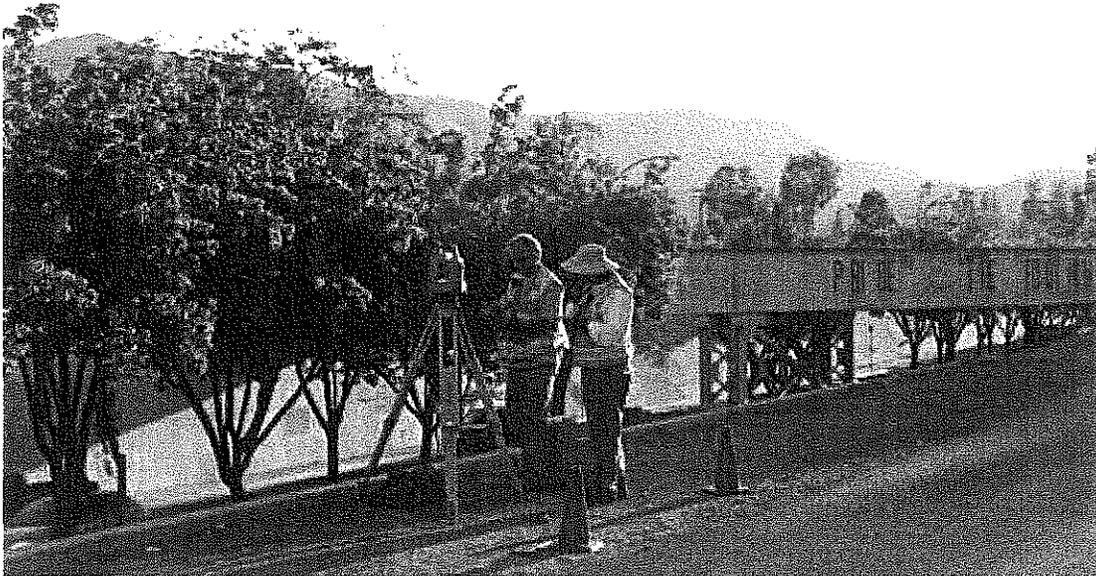
On Tuesday night, the bridge deck was poured for the Huntington Drive bridge in Arcadia, the last of the project's 24 bridge structures to be completed. With the deck in place, work will begin atop the bridge, keeping us on schedule for more than 28 miles of light rail track to be installed by mid-October. In commemoration of completing the light rail track installation, please save the date of Saturday, October 18 at 10 AM to help us celebrate. A ceremony will take place at the future Azusa Downtown Station; all are welcome.



Also underway along the Pasadena to Azusa segment this week, a team from the California Public Utilities Commission (CPUC) staff toured the nearly completed project to pre-inspect and provide input regarding agency clearance criteria at the station platforms and with the OCS. The photo below, left, was taken at the future Monrovia station. We plan to have similar meetings throughout the next several months to identify any issues as early as possible. Soon, a CPUC team will be inspecting each of the 14 at-grade crossings.



In downtown yesterday, Metro's Planning and Programming Committee approved an item that begins work on a potential ballot measure for the November 2016 general election. Few details were provided; however, the staff report outlines a schedule for receiving input from subregions and councils of government on their transportation priorities. It also provides a general schedule for necessary approvals at the county and state levels for the ballot measure. The item goes to the full board on October 2.



And finally, field work commenced this week in the Azusa to Montclair segment. Survey teams have been out at different points along the rail corridor collecting information that will go into the advanced conceptual engineering reports. Surveying is taking place mostly at bridge locations (the photo above right was taken on Tuesday near the Route 66 bridge in Glendora), but will be expanding to other areas as the effort continues into the coming months toward a shovel ready project in 2017.