

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

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

August 3, 2015

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/MCF meetings are now available in audio format on the City's website at www.cityofmontclair.org 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 Community Foundation Board of Directors

II. INVOCATION

In keeping with our long-standing tradition of opening our Council meetings with an invocation, this 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

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 Community Foundation Board of Directors. (Government Code Section 54954.3)

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

- VII. PUBLIC HEARINGS** – None

VIII. CONSENT CALENDAR

A. Approval of Minutes

- 1. Minutes of the Regular Joint Council/Successor Agency Board/ MHC Board/MHA Commission/MCF Board Meeting of July 20, 2015 [CC/SA/MHC/MHA/MCF]

B. Administrative Reports

- 1. Consider Setting a Public Hearing to Consider the Following:

Adoption of Resolution No. 15-3087 Approving an Amendment to the General Plan Land Use Map for 3.03 Acres At 5165 Mission Boulevard, Modifying the Land Use Designation from "General Commercial" to "Medium-Density Residential (8-14 Dwelling Units/Acre)" [CC]

Adoption of Resolution No. 15-3088 Approving an Amendment to the City's Official Zoning Map for 3.03 Acres At 5165 Mission Boulevard, Modifying the Zoning Designation From "C-2" (Restricted Commercial) to "R-3" (Medium-High Density Residential) [CC]

Approval of Tentative Tract Map No. 19970 for a Single-Lot Subdivision for A 31-Unit Residential Condominium Development at 5165 Mission Boulevard [CC]

6

- 2. Consider Setting a Public Hearing to Consider Adoption of Resolution No. 15-3089 Establishing Underground District No. 7 Generally Located Along Monte Vista Avenue from Holt Boulevard to Mission Boulevard [CC]

17

- 3. Consider Declaring Unclaimed Bicycles in Police Custody as Surplus and Available for Donation to the California Institution for Women [CC]

24

- 4. Consider Designation of Voting Delegate to the League of California Cities 2015 Annual Conference, September 30-October 2, 2015, San Jose, California [CC]

26

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

31

C. Agreements

- 1. Consider Approval of Agreement No. 15-61 with Hall & Foreman in the Amount of \$134,992 for Preparation of the Sanitary Sewer Master Plan [CC]

32

- 2. Consider Approval of Agreement No. 15-63 with the City of Chino for Design and Construction of Interchange Improvements at Central Avenue and State Route 60 [CC]

Consider Authorizing the City Manager to Sign Agreement No. 15-63 [CC]

58

3. Consider Approval of Agreement No. 15-64 with San Bernardino County Transportation Authority for Construction Management Services for the Monte Vista Avenue/Union Pacific Railroad Grade Separation Project [CC] 66

4. Consider Amending the Fiscal Years 2013-2018 Capital Improvement Program by Deleting the Gas Tax Funding Source for the Traffic Signal Improvement Project at Central Avenue And San Bernardino Street [CC]

Consider Appropriation of \$120,000 from the Lease Revenue Bond Proceeds for the Traffic Signal Improvement Project at Central Avenue And San Bernardino Street [CC]

Consider Award of Contract for the Traffic Signal Improvement Project at Central Avenue and San Bernardino Street to PTM General Engineering Services, Inc., in the Amount of \$206,906 [CC]

Consider Approval of Agreement No. 15-65 with PTM General Engineering Services, Inc., for Construction of the Traffic Signal Improvement Project at Central Avenue and San Bernardino Street [CC]

Consider Authorization of a \$25,000 Construction Contingency [CC] 80

5. Consider Approval of Agreement No. 15-66 with Georgia K9 National Training Center [CC]

Consider Authorizing a \$16,367 Appropriation from the Public Safety Grant Fund to Purchase a Bloodhound and Related Safety Equipment for Law Enforcement Operations [CC] 88

6. Consider Rejecting Bid Proposal Received from M. C. Alyea Construction for the Reeder Citrus Ranch Structural Stability Project [CC]

Consider Award of Contract for the Reeder Citrus Ranch Structural Stability Project to Rasmussen Brothers Construction, Inc., in the Amount of \$102,665 [CC]

Consider Approval of Agreement No. 15-67 with Rasmussen Brothers Construction, Inc., for Construction of the Reeder Citrus Ranch Structural Stability Project [CC]

Consider Authorization of a \$15,000 Construction Contingency [CC]

Consider Acceptance of \$55,000 from the George C. and Hazel H. Reeder Heritage Foundation for Construction of the Reeder Citrus Ranch Structural Stability Project [CC] 96

7. Consider Approval of Agreement No. 15-68 Between the City of Montclair and Civic Publications, Inc., for Public Education and Community Outreach [CC]

Consider Transfer of \$67,020 from the Contingency Account [CC] 105

D. Resolutions

- | | |
|---|-----|
| 1. Consider Adoption of Resolution No. 15-3084 Authorizing Placement of Assessments on Certain Properties for Delinquent Sewer and Trash Accounts [CC] | 111 |
| 2. Consider Adoption of Resolution No. 15-3090 Rescinding and Replacing Resolution No. 14-3047 Designating Restricted Parking on Public Streets and Alleys [CC] | 124 |
| 3. Consider Adoption of Resolution No. 15-3091 Urging the State to Provide New Sustainable Funding for State and Local Transportation Infrastructure [CC] | 160 |

IX. PULLED CONSENT CALENDAR ITEMS

X. RESPONSE - None

XI. COMMUNICATIONS

A. City Department Reports

1. Economic Development
2. Police
3. Fire
4. Finance
5. Public Works
6. Community Development
7. Human Services
8. City Clerk

B. City Attorney

1. Closed Session Pursuant to Government Code Section 54956.9(d)(4) Regarding Potential Litigation
1 Potential Case
2. 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 - Teamsters Local 1932

- C. City Manager/Executive Director
- D. Mayor/Chairman
- E. Council/SA Board/MHC Board/MHA Commissioners/MCF Board
- F. Committee Meeting Minutes *(for informational purposes only)*
 - 1. Minutes of the Public Works Committee Meeting of July 16, 2015 165
 - 2. Minutes of the Personnel Committee Meeting of July 20, 2015 170
- XII. ADJOURNMENT OF SUCCESSOR AGENCY AND MONTCLAIR HOUSING CORPORATION BOARDS OF DIRECTORS, MONTCLAIR HOUSING AUTHORITY COMMISSIONERS, AND MONTCLAIR COMMUNITY FOUNDATION BOARD OF DIRECTORS**

(At this time, the City Council will meet in Closed Session regarding pending litigation and labor negotiations.)
- XIII. CLOSED SESSION ANNOUNCEMENTS**
- XIV. ADJOURNMENT OF CITY COUNCIL**

The next regularly scheduled City Council, Successor Agency Board, Montclair Housing Corporation Board, and Montclair Housing Authority Commission meetings will be held on Monday, August 17, 2015, 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, and Montclair Community Foundation 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, Andrea M. Phillips, Deputy City Clerk, hereby certify that I posted, or caused to be posted, a copy of this Agenda not less than 72 hours prior to this meeting on the bulletin board adjacent to the north door of Montclair City Hall on July 30, 2015.

AGENDA REPORT

SUBJECT: CONSIDER SETTING A PUBLIC HEARING TO CONSIDER THE FOLLOWING:

ADOPTION OF RESOLUTION NO. 15-3087 APPROVING AN AMENDMENT TO THE GENERAL PLAN LAND USE MAP FOR 3.03 ACRES AT 5165 MISSION BOULEVARD, MODIFYING THE LAND USE DESIGNATION FROM "GENERAL COMMERCIAL" TO "MEDIUM-DENSITY RESIDENTIAL (8-14 DWELLING UNITS/ACRE)"

ADOPTION OF RESOLUTION NO. 15-3088 APPROVING AN AMENDMENT TO THE CITY'S OFFICIAL ZONING MAP FOR 3.03 ACRES AT 5165 MISSION BOULEVARD, MODIFYING THE ZONING DESIGNATION FROM "C-2" (RESTRICTED COMMERCIAL) TO "R-3" (MEDIUM-HIGH DENSITY RESIDENTIAL)

APPROVAL OF TENTATIVE TRACT MAP NO. 19970 FOR A SINGLE-LOT SUBDIVISION FOR A 31-UNIT RESIDENTIAL CONDOMINIUM DEVELOPMENT AT 5165 MISSION BOULEVARD

DATE: August 3, 2015

SECTION: ADMIN. REPORTS

ITEM NO.: 1

FILE I.D.: GPL100/LDU750/LDU600

DEPT.: COMMUNITY DEV.

REASON FOR CONSIDERATION: Amendments to the City's adopted General Plan Land Use Map, Official Zoning Map, and approval of tentative maps require public hearing review and approval by the City Council.

Copies of proposed Resolution No. 15-3087 and Exhibit A to Resolution No. 15-3087, Resolution No. 15-3088 and Exhibit A to Resolution No. 15-3088, and Tentative Tract Map No. 19970 are attached for the City Council's review.

BACKGROUND: The proposed amendments to the General Plan Land Use Map and Official Zoning Map and the tentative tract map, which have been recommended by the Planning Commission, were initiated by Montclair Holdings, LLC, on behalf of Crestwood Communities in connection with its desire to construct a 31-unit residential condominium development on 3.03 acres at 5165 Mission Boulevard. The applicant intends to construct the project pursuant to the City's R-3 development standards as set forth in Chapter 11.22 of the Montclair Municipal Code. The Planning Commission conducted a public hearing on the requests at its regular meeting on July 27, 2015. No members of the public spoke in opposition to the proposals during the public hearing.

Prepared by:  Fiscal Impact Finance Review: 

Proofed by:  Reviewed and Approved By: 

FISCAL IMPACT: The cost to publish a Notice of Public Hearing in the *Inland Valley Daily Bulletin* related to Resolution Nos. 15-3087 and 15-3088 should not exceed \$500.

RECOMMENDATION: The Planning Commission and staff recommend the City Council set a public hearing for Monday, August 17, 2015, at 7:00 p.m. in the Council Chambers to consider the following:

1. Adoption of Resolution No. 15-3087 approving an amendment to the General Plan Land Use Map for 3.03 acres at 5165 Mission Boulevard, modifying the land use designation from "General Commercial" to "Medium-Density Residential (8-14 dwelling units/acre)."
2. Adoption of Resolution No. 15-3088 approving an amendment to the City's Official Zoning Map for 3.03 acres at 5165 Mission Boulevard, modifying the zoning designation from "C-2" (Restricted Commercial) to "R-3" (Medium-High Density Residential).
3. Approval of Tentative Tract Map No. 19970 for a single-lot subdivision for a 31-unit residential condominium development at 5165 Mission Boulevard.

RESOLUTION NO. 15-3087

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MONTCLAIR APPROVING AN AMENDMENT TO THE GENERAL PLAN LAND USE MAP, MODIFYING THE LAND USE DESIGNATION OF 3.03 ACRES OF LAND AT 5165 MISSION BOULEVARD FROM "GENERAL COMMERCIAL" TO "MEDIUM-DENSITY RESIDENTIAL (8-14 DU/AC)" TO FACILITATE CONSTRUCTION OF A 31-UNIT RESIDENTIAL CONDOMINIUM DEVELOPMENT THEREON (APN 1011-333-69)

WHEREAS, Montclair Holdings, LLC (property owner), on behalf of Crestwood Communities, has filed an application for an amendment to the General Plan Land Use Map under Case No. 2015-6; and

WHEREAS, the application for said amendment to the General Plan Land Use Map applies to a 3.03-acre site described as follows:

Parcel 1 of Parcel Map No. 6667 in the City of Montclair, County of San Bernardino, State of California, as per plat recorded in Book 64 of Parcel Maps, Pages 42 and 43, records of said County.

The above-referenced property composing the proposed amendment area and also commonly known as 5165 Mission Boulevard, is also indicated on the attached Exhibit "A," a map incorporated herein by reference; and

WHEREAS, the subject 3.03-acre site is currently designated by the General Plan as "General Commercial" and is vacant and undeveloped; and

WHEREAS, the applicant submitted concurrent applications requesting a Zoning Map Amendment, Tentative Tract Map, and Precise Plan of Design for the subject site to change the land use designation of the site from "C-2" (Restricted Commercial) to "R-3" (Medium-High Density Residential), and to subdivide the property to construct 31 detached residential condominiums; and

WHEREAS, pursuant to the California Environmental Quality Act (CEQA), the City prepared an Initial Study (IS) for the amendments to the General Plan Land Use Map and Official Zoning Map, Tentative Tract Map, and Precise Plan of Design and released it for public review and comment on July 6, 2015. Based on the findings of the Initial Study, staff has determined that, although the proposed project could have a significant effect on the environment, there will not be a significant effect because revisions in the project have been made by or agreed to by the project proponent. Therefore, a Mitigated Negative Declaration (MND) is proposed for the project; and

WHEREAS, on July 1, 2015, the Notice of Availability of the IS/MND was filed with the San Bernardino County Clerk of the Board; and

WHEREAS, the minimum 21-day public review period for the IS/MND commenced on July 6, 2015 and concluded on July 27, 2015; and

WHEREAS, copies of the IS/MND were available during the public review period at the Community Development counter at City Hall; and

WHEREAS, public notice of this item was advertised as a public hearing in the *Inland Valley Daily Bulletin* newspaper on July 3, 2015; and

WHEREAS, on July 27, 2015, commencing at 7:00 p.m. in the Council Chamber at Montclair City Hall, the Planning Commission conducted a public hearing at which time all persons wishing to testify in connection with the amendment to the General Plan Land Use Map were heard, and said application was fully studied; and

WHEREAS, the Planning Commission reviewed and considered the amendment to the General Plan Land Use Map along with the information contained in the IS/MND, comments received during the public review period, and responses to comments; and

WHEREAS, the Planning Commission, as the responsible agency, reviewed and considered the environmental assessment based upon the findings in the Initial Study prepared for the project, and determined that there will be no significant impact on the environment as a result of the proposed amendment to the General Plan Land Use Map; and

WHEREAS, the Planning Commission also adopted a Mitigated Negative Declaration and a finding that there will be a DeMinimis impact on fish and wildlife; and

WHEREAS, based on its review and independent judgment, the City Council finds that the amendment to the General Plan Land Use Map will not have a significant effect on the environment; and

WHEREAS, on August 17, 2015, commencing at 7:00 p.m. in the Council Chamber at Montclair City Hall, the City Council conducted a public hearing at which time all persons wishing to testify in connection with the amendment to the General Plan Land Use Map were heard, and said application was fully studied.

NOW, THEREFORE, BE IT RESOLVED that it is hereby found, determined, and resolved by the City Council of the City of Montclair as follows:

1. The City Council hereby specifically finds that all of the facts set forth in the Recitals, Part A, of this Resolution are true and correct.
2. The City Council hereby approves the amendment to the General Plan Land Use Map associated with Case No. 2015-6, modifying the land use designation of the subject property from "General Commercial" to "Medium-Density Residential (8-14 dwelling units/acre)."

APPROVED AND ADOPTED this XX day of XX, 2015.

Mayor

ATTEST:

Deputy City Clerk

I, Andrea M. Phillips, Deputy City Clerk of the City of Montclair, DO HEREBY CERTIFY that Resolution No. 15-3087 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, 2015, and that it was adopted by the following vote, to-wit:

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

Andrea M. Phillips
Deputy City Clerk

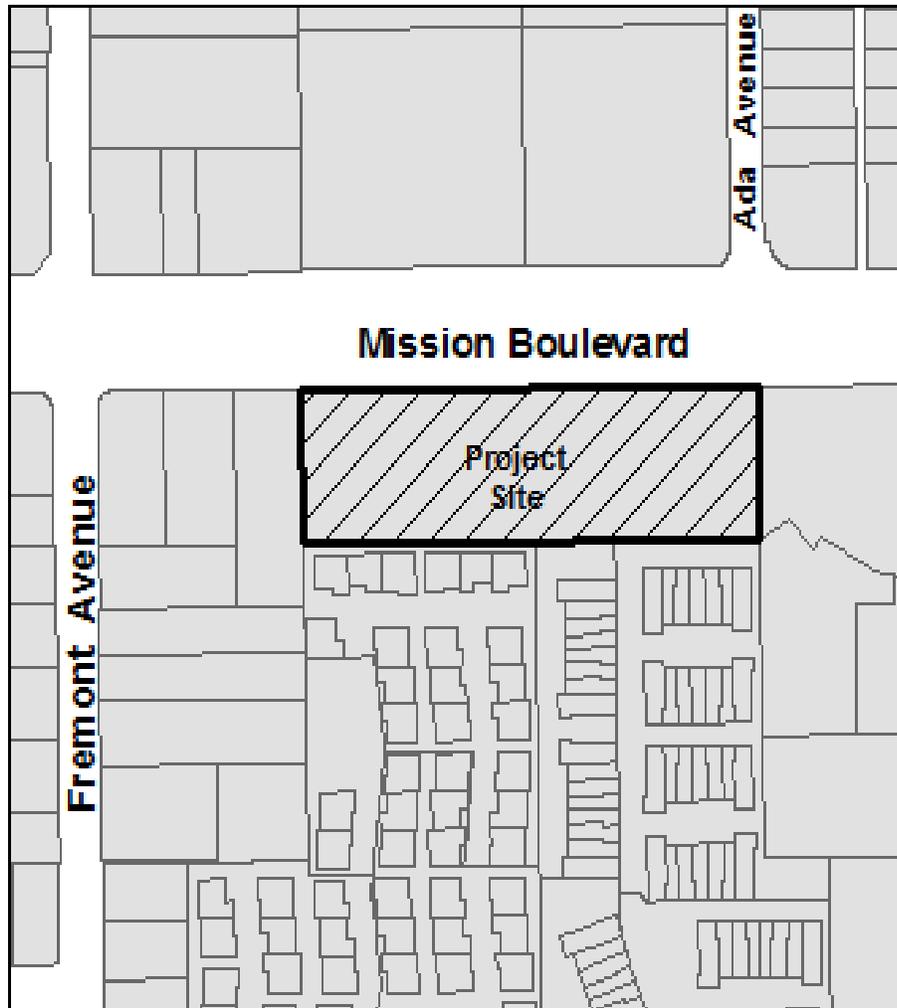
Exhibit A

CASE NUMBER: 2015-6

PROJECT LOCATION: 5165 Mission Boulevard
ASSESSOR'S PARCEL NO.: 1011-333-69

PROPERTY OWNER: Montclair Holdings, LLC

General Plan Amendment	
<i>Existing</i>	<i>Proposed</i>
"General Commercial"	Medium-Density Residential (8-14 du/ac)



RESOLUTION NO. 15-3088

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MONTCLAIR APPROVING AN AMENDMENT TO THE OFFICIAL ZONING MAP OF THE CITY OF MONTCLAIR CHANGING THE ZONING DESIGNATION OF 3.03 ACRES OF LAND AT 5165 MISSION BOULEVARD FROM "C-2" (RESTRICTED COMMERCIAL) TO "R-3" (MEDIUM-HIGH DENSITY RESIDENTIAL) TO FACILITATE CONSTRUCTION OF A 31-UNIT RESIDENTIAL CONDOMINIUM DEVELOPMENT THEREON (APN 1011-333-69)

WHEREAS, Montclair Holdings, LLC (property owner), on behalf of Crestwood Communities, has filed an application for an amendment to the Official Zoning Map of the City of Montclair under Case No. 2015-6; and

WHEREAS, the application for said amendment to the Official Zoning Map applies to a 3.03-acre site described as follows:

Parcel 1 of Parcel Map No. 6667 in the City of Montclair, County of San Bernardino, State of California, as per plat recorded in Book 64 of Parcel Maps, Pages 42 and 43, records of said County.

The above-referenced property composing the proposed amendment area and also commonly known as 5165 Mission Boulevard, is also indicated on the attached Exhibit "A," a map incorporated herein by reference; and

WHEREAS, the subject 3.03-acre site is currently designated by the Official Zoning Map as "C-2" (Restricted Commercial) and is vacant and undeveloped; and

WHEREAS, the applicant submitted concurrent applications requesting a General Plan Land Use Map Amendment, Tentative Tract Map, and Precise Plan of Design for the subject site to change the land use designation of the site from "General Commercial" to "Medium-Density Residential (8-14 dwelling units/acre)," and to subdivide the property to construct 31 detached residential condominiums; and

WHEREAS, pursuant to the California Environmental Quality Act (CEQA), the City prepared an Initial Study (IS) for the amendments to the General Plan Land Use Map and Official Zoning Map, Tentative Tract Map, and Precise Plan of Design and released it for public review and comment on July 6, 2015. Based on the findings of the Initial Study, staff has determined that, although the proposed project could have a significant effect on the environment, there will not be a significant effect because revisions in the project have been made by or agreed to by the project proponent. Therefore, a Mitigated Negative Declaration (MND) is proposed for the project; and

WHEREAS, on July 1, 2015, the Notice of Availability of the IS/MND was filed with the San Bernardino County Clerk of the Board; and

WHEREAS, the minimum 21-day public review period for the IS/MND commenced on July 6, 2015 and concluded on July 27, 2015; and

WHEREAS, copies of the IS/MND were available during the public review period at the Community Development counter at City Hall; and

WHEREAS, public notice of this item was advertised as a public hearing in the Inland Valley Daily Bulletin newspaper on July 3, 2015; and

WHEREAS, on July 27, 2015, commencing at 7:00 p.m. in the Council Chamber at Montclair City Hall, the Planning Commission conducted a public hearing at which time all persons wishing to testify in connection with the amendment to the Official Zoning Map were heard, and said application was fully studied; and

WHEREAS, the Planning Commission reviewed and considered the amendment to the Official Zoning Map along with the information contained in the IS/MND, comments received during the public review period, and responses to comments; and

WHEREAS, the Planning Commission, as the responsible agency, reviewed and considered the environmental assessment based upon the findings in the Initial Study prepared for the project, and determined that there will be no significant impact on the environment as a result of the proposed amendment to the Official Zoning Map; and

WHEREAS, the Planning Commission also adopted a Mitigated Negative Declaration and a finding that there will be a DeMinimis impact on fish and wildlife; and

WHEREAS, based on its review and independent judgment, the City Council finds that the amendment to the Official Zoning Map will not have a significant effect on the environment; and

WHEREAS, on August 17, 2015, commencing at 7:00 p.m. in the Council Chamber at Montclair City Hall, the City Council conducted a public hearing at which time all persons wishing to testify in connection with the amendment to the Official Zoning Map were heard, and said application was fully studied.

NOW, THEREFORE, BE IT RESOLVED that it is hereby found, determined, and resolved by the City Council of the City of Montclair as follows:

1. The City Council hereby specifically finds that all of the facts set forth in the Recitals, Part A, of this Resolution are true and correct.
2. The City Council hereby approves the amendment to the Official Zoning Map of the City of Montclair associated with Case No. 2015-6, modifying the zoning designation of the subject property from "C-2" (Restricted Commercial) to "R-3" (Medium-High Density Residential).

APPROVED AND ADOPTED this XX day of XX, 2015.

Mayor

ATTEST:

Deputy City Clerk

I, Andrea M. Phillips, Deputy City Clerk of the City of Montclair, DO HEREBY CERTIFY that Resolution No. 15-3088 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, 2015, and that it was adopted by the following vote, to-wit:

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

Andrea M. Phillips
Deputy City Clerk

Exhibit A

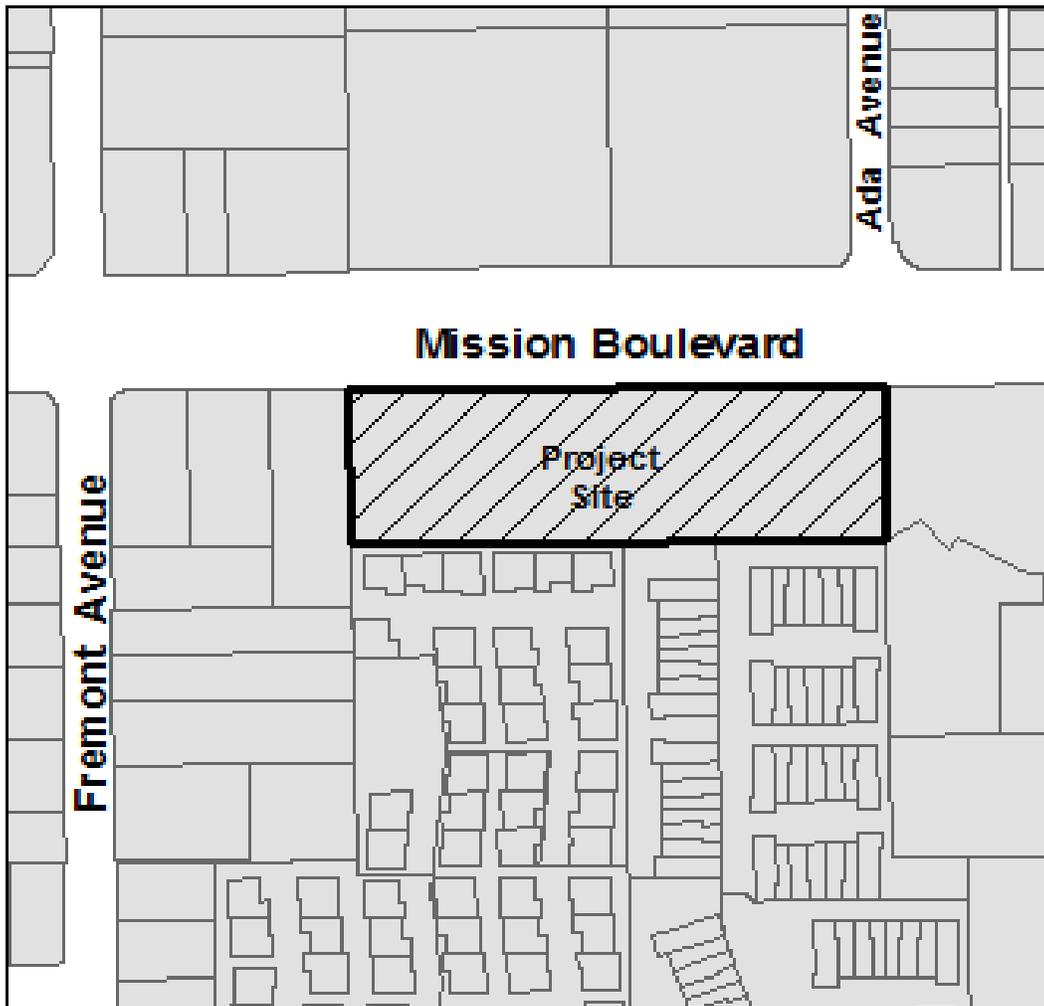
CASE NUMBER: 2015-6

PROJECT LOCATION: 5165 Mission Boulevard

ASSESSOR'S PARCEL NO.: 1011-333-69

PROPERTY OWNER: Montclair Holdings, LLC

Official Zoning Map Amendment	
<i>Existing</i>	<i>Proposed</i>
"C-2" (Restricted Commercial)	"R-3" (Medium-High Density Residential)



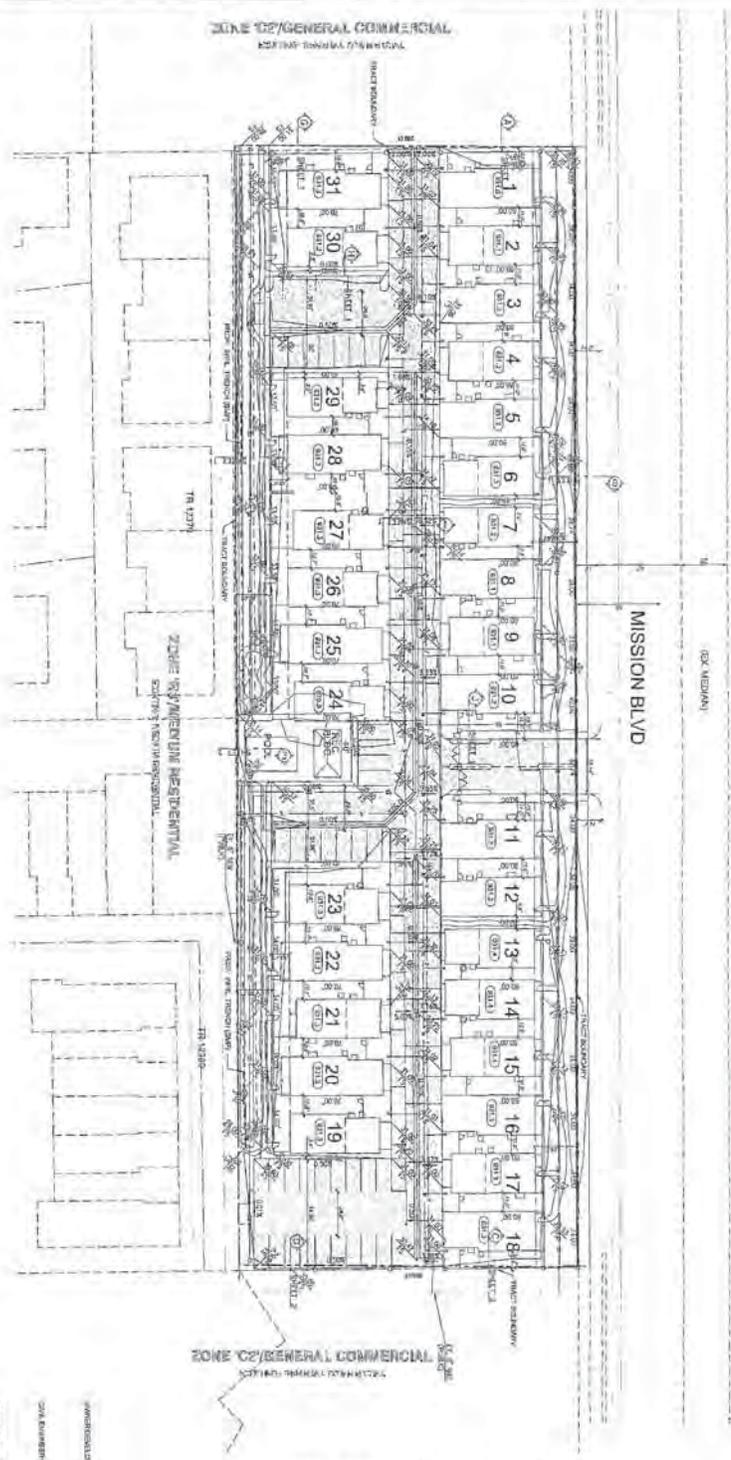
- NOTES:**
1. THIS MAP IS A TENTATIVE MAP AND DOES NOT CONSTITUTE A GUARANTEE OF ANY KIND.
 2. THE CITY OF MOUNTCLAIR, COUNTY OF SAN BERNARDINO, CALIFORNIA, IS THE OFFICIAL MAPPER OF THIS MAP.
 3. THIS MAP IS SUBJECT TO THE CITY OF MOUNTCLAIR, COUNTY OF SAN BERNARDINO, CALIFORNIA, ZONING ORDINANCES AND ANY AMENDMENTS THEREOF.
 4. THE CITY OF MOUNTCLAIR, COUNTY OF SAN BERNARDINO, CALIFORNIA, IS NOT RESPONSIBLE FOR THE ACCURACY OF THE DATA PROVIDED TO THE CITY BY THE APPLICANT.
 5. THE CITY OF MOUNTCLAIR, COUNTY OF SAN BERNARDINO, CALIFORNIA, IS NOT RESPONSIBLE FOR THE ACCURACY OF THE DATA PROVIDED TO THE CITY BY THE APPLICANT.
 6. THE CITY OF MOUNTCLAIR, COUNTY OF SAN BERNARDINO, CALIFORNIA, IS NOT RESPONSIBLE FOR THE ACCURACY OF THE DATA PROVIDED TO THE CITY BY THE APPLICANT.
 7. THE CITY OF MOUNTCLAIR, COUNTY OF SAN BERNARDINO, CALIFORNIA, IS NOT RESPONSIBLE FOR THE ACCURACY OF THE DATA PROVIDED TO THE CITY BY THE APPLICANT.
 8. THE CITY OF MOUNTCLAIR, COUNTY OF SAN BERNARDINO, CALIFORNIA, IS NOT RESPONSIBLE FOR THE ACCURACY OF THE DATA PROVIDED TO THE CITY BY THE APPLICANT.
 9. THE CITY OF MOUNTCLAIR, COUNTY OF SAN BERNARDINO, CALIFORNIA, IS NOT RESPONSIBLE FOR THE ACCURACY OF THE DATA PROVIDED TO THE CITY BY THE APPLICANT.
 10. THE CITY OF MOUNTCLAIR, COUNTY OF SAN BERNARDINO, CALIFORNIA, IS NOT RESPONSIBLE FOR THE ACCURACY OF THE DATA PROVIDED TO THE CITY BY THE APPLICANT.

MARCH 2015
APN 101-1-333-69

TENTATIVE TRACT MAP
TENTATIVE TRACT NO. 19970

31 UNITS FOR RESIDENTIAL CONDOMINIUM PURPOSES
IN THE CITY OF MOUNTCLAIR, COUNTY OF SAN BERNARDINO STATE OF CALIFORNIA
BEING A SUBDIVISION OF PARCEL 1 OF PARCEL MAP 6667 AS PER MAP RECORDED IN BOOK 64 OF PARCEL MAPS, PAGES 42-43, IN THE OFFICE OF THE COUNTY RECORDER OF THE COUNTY OF SAN BERNARDINO.

1 LOT
3.0276 ACRES (GROSS & NET)



ZONE C2/GENERAL COMMERCIAL
CRESTWOOD HOSPITAL



LEGAL DESCRIPTION
BEING A SUBDIVISION OF PARCEL 1 OF PARCEL MAP 6667 AS PER MAP RECORDED IN BOOK 64 OF PARCEL MAPS, PAGES 42-43, IN THE OFFICE OF THE COUNTY RECORDER OF THE COUNTY OF SAN BERNARDINO.

- AMENDMENTS:** CRESTWOOD CORPORATION, 1810 W. CITRUS EDGE ST., GLENORA, CA 91740, (951) 371-1100
- DATE SUBMITTED:** MARCH 2015
- APPLICANT:** CRESTWOOD CORPORATION, 1810 W. CITRUS EDGE ST., GLENORA, CA 91740, (951) 371-1100
- DESIGNER:** CRESTWOOD CORPORATION, 1810 W. CITRUS EDGE ST., GLENORA, CA 91740, (951) 371-1100
- ENGINEER:** CRESTWOOD CORPORATION, 1810 W. CITRUS EDGE ST., GLENORA, CA 91740, (951) 371-1100
- PLANNING:** CRESTWOOD CORPORATION, 1810 W. CITRUS EDGE ST., GLENORA, CA 91740, (951) 371-1100
- LEGAL COUNSEL:** CRESTWOOD CORPORATION, 1810 W. CITRUS EDGE ST., GLENORA, CA 91740, (951) 371-1100

LEGEND

1	1" = 100'	1" = 100'
2	1" = 200'	1" = 200'
3	1" = 300'	1" = 300'
4	1" = 400'	1" = 400'
5	1" = 500'	1" = 500'
6	1" = 600'	1" = 600'
7	1" = 700'	1" = 700'
8	1" = 800'	1" = 800'
9	1" = 900'	1" = 900'
10	1" = 1000'	1" = 1000'
11	1" = 1100'	1" = 1100'
12	1" = 1200'	1" = 1200'
13	1" = 1300'	1" = 1300'
14	1" = 1400'	1" = 1400'
15	1" = 1500'	1" = 1500'
16	1" = 1600'	1" = 1600'
17	1" = 1700'	1" = 1700'
18	1" = 1800'	1" = 1800'
19	1" = 1900'	1" = 1900'
20	1" = 2000'	1" = 2000'
21	1" = 2100'	1" = 2100'
22	1" = 2200'	1" = 2200'
23	1" = 2300'	1" = 2300'
24	1" = 2400'	1" = 2400'
25	1" = 2500'	1" = 2500'
26	1" = 2600'	1" = 2600'
27	1" = 2700'	1" = 2700'
28	1" = 2800'	1" = 2800'
29	1" = 2900'	1" = 2900'
30	1" = 3000'	1" = 3000'
31	1" = 3100'	1" = 3100'

VERSION HISTORY

NO.	DATE	DESCRIPTION
1		
2		

TENTATIVE TRACT 19970

TENTATIVE TRACT MAP

DEVELOPER
CRESTWOOD CORPORATION
510 W. CITRUS EDGE ST.
GLENORA CA 91740
• 951.371.1100 / FAX 951.371.1101

GRAPHIC SCALE
1" = 100'

CRESTWOOD CORPORATION

CRESTWOOD CORPORATION

AGENDA REPORT

SUBJECT: CONSIDER SETTING A PUBLIC HEARING TO
CONSIDER ADOPTION OF RESOLUTION
NO. 15-3089 ESTABLISHING UNDERGROUND
DISTRICT NO. 7 GENERALLY LOCATED
ALONG MONTE VISTA AVENUE FROM HOLT
BOULEVARD TO MISSION BOULEVARD

DATE: August 3, 2015

SECTION: ADMIN. REPORTS

ITEM NO.: 2

FILE I.D.: UTL170

DEPT.: PUBLIC WORKS

REASON FOR CONSIDERATION: The establishment of an underground utility district is permissible by California Public Utility Commission regulations and by City Ordinance No. 291. The district must be established by resolution, after holding a public hearing, to allow those affected by the district the ability to comment on it.

Copies of Engineer's Report for proposed Utility Underground District No. 7 and proposed Resolution No. 15-3089 are attached for the City Council's review.

BACKGROUND: The City of Montclair is in the process of preparing plans for a grade separation between Monte Vista Avenue and the Union Pacific Railroad tracks. This project will require the relocation of overhead utilities (electrical, telephone and cable television) along Monte Vista Avenue and State Street. Under the franchise agreements with the various utility companies, the relocations would be at the utility companies' expense. Poles would most likely be set adjacent to the new bridge, tall enough to provide the required clearance measured from the top of the bridge deck.

A more aesthetically pleasing result could be achieved by placing the overhead utilities underground. This work could be accomplished through the formation of an underground utility district, at little or no cost to the City. The Public Utilities Commission issued a ruling in 1967 that, according to Southern California Edison, requires each utility to establish a fund for undergrounding utilities within their service areas. Edison sets aside approximately \$110,000 per year exclusively for use within the City of Montclair. To date, the City has a balance of \$442,597. As of January 1, 2019, it is anticipated that the City will have approximately \$900,000 available for its use. The underground utility district projects are generally referred to as "Rule 20A" projects.

Staff has approached Edison with a proposal to create an underground utility district along Monte Vista Avenue between Holt Boulevard and Mission Boulevard. The work would also include some undergrounding along State Street. The estimated cost of this work is \$900,000. Therefore, sufficient funds would be available.

The proposed project limits provide additional benefits to the City besides the obvious aesthetic improvements at the new bridge. The utilities have already been placed

Prepared by: Fiscal Impact
Finance Review:

Proofed by: Reviewed and
Approved By:

underground along Holt Boulevard. This new district would tie into it and then continue the undergrounding south from Holt Boulevard.

The underground district process typically requires three years from creation of the district to completion of the work, and is usually split as 18 months for design and 18 months for construction. That schedule should work well with the grade separation project as the current construction schedule shows work commencing in January 2017 and taking 18 months to construct. Temporary power lines will most likely have to be constructed to accommodate the bridge construction, but that would be required whether the City undergrounds or not. It is critical, however, that the conduits that will be necessary for the undergrounding be installed in the bridge during bridge construction.

Despite the half mile length of the project, there are only two service drops within the district. There is a communications line drop to Fire Station No. 2 and a power drop to the Union Pacific right-of-way for signals and crossing gates. The cost of converting these services to underground service will be part of the undergrounding work performed by the utility companies.

The legal description of the underground district is included with the attached Engineer's report and also in Resolution No. 15-3089.

FISCAL IMPACT: The creation of a utility underground district along Monte Vista Avenue will involve some staff time. Assuming that the utility companies will include conversion costs as part of the Rule 20A project costs, costs to both the City and Union Pacific Railroad should be minimal.

RECOMMENDATION: Staff recommends the City Council set a public hearing for Monday, August 17, 2015, at 7:00 p.m. in the Council Chambers to consider adoption of Resolution No. 15-3089 establishing Underground District No. 7 generally located along Monte Vista Avenue from Holt Boulevard to Mission Boulevard.

**ENGINEER'S REPORT
CITY OF MONTCLAIR
UTILITY UNDERGROUND DISTRICT NO. 7
MONTE VISTA AVENUE: HOLT BOULEVARD TO MISSION BOULEVARD**

The Public Utilities Commission issued a ruling in 1967 that, according to Southern California Edison, requires each utility company to establish a fund for undergrounding utilities within their service areas. Edison sets aside approximately \$110,000 per year exclusively for use within the City of Montclair. To date, the City has a balance of \$442,597. As of January 1, 2019, it is anticipated that the City will have approximately \$900,000 available for its use. The underground utility district projects are generally referred to as "Rule 20A" projects.

The City Council may, from time to time, call public hearings to ascertain whether the public necessity, health, safety, or welfare requires the removal of poles, overhead wires, and associated overhead structures within certain designated areas of the City. Such work would also require the underground installation of wires, conduits, vaults, and other related facilities for supplying electric, communication, television, and/or similar related services. Utility and property owners within the designated area are to be notified in writing of the City's intent to form the utility underground district and given an opportunity to comment.

The City is considering the establishment of Utility Underground District No. 7 along Monte Vista Avenue, more specifically described as follows:

- 50 feet east and west of the following described centerline:
Commencing at the centerline intersection of Holt Boulevard and Monte Vista Avenue, thence south along the centerline of said Monte Vista Avenue to a point on that centerline 100 feet south of its intersection with Mission Boulevard; and
- 40 feet north and south of the following described centerline:
Commencing at the centerline intersection of Monte Vista Avenue and State Street, thence west along the centerline of said State Street distant thereon 150 feet; and
- 40 feet north and south of the following described centerline:
Commencing at the centerline intersection of Monte Vista Avenue and State Street, thence east along the centerline of said State Street distant thereon 150 feet.

The procedure for the establishment of a utility underground district is set forth by Ordinance No. 291. The following information is a summary of the requirements of Ordinance No. 291:

- | | |
|-----------|---|
| Section 1 | Defines various words and phrases used in utility underground districts. |
| Section 2 | Establishes public hearing requirements. |
| Section 3 | Establishes requirements for report by City Engineer. |
| Section 4 | Provides for the establishment of utility underground district by resolution. |
| Section 5 | Makes it unlawful to construct or maintain overhead utility services after the establishment of a utility underground district. |

- Section 6 Notwithstanding the requirements of Section 5, grants exceptions to undergrounding requirement under certain conditions.
- Section 7 Further grants exceptions to undergrounding requirement under certain other conditions.
- Section 8 Notice requirements to property owners and utility companies after establishment of a utility underground district.
- Section 9 Outlines responsibilities of utility companies.
- Section 10 Outlines responsibilities of property owners.
- Section 11 Outlines responsibilities of the City.
- Section 12 Provides for time extensions under certain conditions.
- Section 13 Provides penalties for non-compliance.
- Section 14 Maintains validity of remaining terms of ordinance if one or more terms are found to be unconstitutional.
- Section 15 Publication requirements for ordinance.
- Section 16 Effective date of ordinance.

Three utility companies have facilities that would be impacted by the establishment of Utility Underground District No. 7. They are Southern California Edison, Verizon, and Time Warner Cable Television. The City Engineer has consulted with all three utility companies as required by Section 3 of Ordinance 291.

Edison has estimated that its work will cost approximately \$900,000. Therefore, sufficient funds are available under the Rule 20A program. Costs for Time Warner Cable Television and Verizon have not yet been provided.

Of particular concern are the costs that could be incurred by the City and property owners. That will not be an issue with this undergrounding project. There are only two service drops within District 7 boundaries. One is a communication drop to Fire Station No. 2. The other is an electrical drop to the railroad for its safety equipment. The cost for converting the communication drop to Fire Station No. 2 will be a project cost. The electrical drop for the railroad will no longer be necessary with the signal and safety equipment going away with the elimination of the at-grade crossing.

It normally takes three years from the establishment of a utility underground district to the actual removal of overhead facilities. Timing is critical for this project inasmuch as the district limits include the Monte Vista Avenue Grade Separation project. Temporary utility poles may have to be installed in order to do the grade separation project. These poles will probably stay in place until both the underground work and the grade separation work are complete. It is critical, however, that the utility conduits that will go into the bridge structure are installed at the appropriate time during bridge construction.

This report is prepared and submitted in accordance with Section 3 of Ordinance 291.

RESOLUTION NO. 15-3089

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MONTCLAIR ESTABLISHING UTILITY UNDERGROUND DISTRICT NO. 7 ALONG MONTE VISTA AVENUE BETWEEN HOLT BOULEVARD AND MISSION BOULEVARD

WHEREAS, Ordinance No. 291 prescribes the manner and regulations by which underground utility districts shall be established in the City of Montclair; and

WHEREAS, by City Council action of August 3, 2015, a public hearing was set for August 17, 2015, at the hour of 7:00 p.m. in the Council Chambers of the City of Montclair, California, to ascertain whether public necessity, health, safety, or welfare requires removal of poles, overhead wires, and associated overhead structures and the underground installation of wires and facilities for supplying electric, communication, cable television, or similar associated service in the following described areas:

- 50 feet east and west of the following described centerline:
Commencing at the centerline intersection of Holt Boulevard and Monte Vista Avenue, thence south along the centerline of said Monte Vista Avenue to a point on that centerline 100 feet south of its intersection with Mission Boulevard; and
- 40 feet north and south of the following described centerline:
Commencing at the centerline intersection of Monte Vista Avenue and State Street, thence west along the centerline of said State Street distant thereon 150 feet; and
- 40 feet north and south of the following described centerline:
Commencing at the centerline intersection of Monte Vista Avenue and State Street, thence east along the centerline of said State Street distant thereon 150 feet

and

WHEREAS, notice of such hearing was given to all affected property owners as shown on the last equalized assessment roll and utilities concerned in the matter in the manner and for the time required by law; and

WHEREAS, such hearing has been duly and regularly held and all persons interested have been given an opportunity to be heard.

NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS:

Section 1: That the City Council of the City of Montclair does hereby find and determine that the public necessity, health, and welfare require the removal of poles, overhead wires, and associated structures and the underground installation of wires and facilities for supplying electric, communication, cable television, or similar associated services in the following described areas:

- 50 feet east and west of the following described centerline:
Commencing at the centerline intersection of Holt Boulevard and Monte Vista Avenue, thence south along the centerline of said Monte Vista Avenue to a point on that centerline 100 feet south of its intersection with Mission Boulevard; and
- 40 feet north and south of the following described centerline:
Commencing at the centerline intersection of Monte Vista Avenue and State Street, thence west along the centerline of said State Street distant thereon 150 feet; and
- 40 feet north and south of the following described centerline:
Commencing at the centerline intersection of Monte Vista Avenue and State Street, thence east along the centerline of said State Street distant thereon 150 feet;

and such area is hereby established as Underground Utility District No. 7; and

Section 2: That the following exceptions in said Underground Utility District No. 7 are made and they are hereby authorized:

1. Any municipal facilities or equipment installed under the supervision and to the satisfaction of the City Engineer.
2. Overhead wires (exclusive of supporting structures) crossing any portion of the District within which overhead wires have been prohibited, or connecting to buildings on the perimeter of the District, when such wires originate in an area from which poles, overhead wires, and associated overhead structures are not prohibited.
3. Overhead wires attached to the exterior side of a building by means of a bracket or other fixture and extending from one location of the building to another location on the same building or to an adjacent building without crossing any public street and without being above the roof line of the building.
4. Equipment appurtenant to underground facilities, such as surface-mounted transformers, pedestal mounted terminal boxes, meter cabinets, and concealed ducts.
5. Temporary poles, overhead wires, and associated overhead structures used in conjunction with construction projects.

Section 3: That all poles, overhead wires, and associated structures shall be removed and underground installations made within this underground district within the following times:

1. Underground installation by utility companies and property owners and reconnections no later than June 30, 2018.

2. Removal of poles, overhead wires and other associated overhead structures no later than June 30, 2018.

Section 4: That the Deputy City Clerk, within ten (10) days after the adoption of this Resolution, shall mail a copy hereof and a copy of Ordinance NO. 291 to the affected property owners, as shown on the last equalized assessment roll in the City of Montclair, and to the affected utility companies; and

Section 5: That after said notification, the City Engineer shall proceed to require the construction of the underground facilities and service connections as may be required in the manner set forth by law.

APPROVED AND ADOPTED this XX day of XX, 2015.

Mayor

ATTEST:

Deputy City Clerk

I, Andrea M. Phillips, Deputy City Clerk of the City of Montclair, DO HEREBY CERTIFY that Resolution No. 15-3089 was 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, 2015, and that it was adopted by the following vote, to-wit:

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

Andrea M. Phillips
Deputy City Clerk

AGENDA REPORT

SUBJECT: CONSIDER DECLARING UNCLAIMED BICYCLES IN POLICE CUSTODY AS SURPLUS AND AVAILABLE FOR DONATION TO THE CALIFORNIA INSTITUTION FOR WOMEN

DATE: August 3, 2015

SECTION: ADMIN. REPORTS

ITEM NO.: 3

FILE I.D.: EQS052

DEPT.: POLICE

REASON FOR CONSIDERATION: The City Council is requested to declare unclaimed bicycles in Police custody as surplus so they may be made available for donation to California Institution for Women.

BACKGROUND: The bicycles included on the attached list are considered unclaimed property in Police custody. Upon being declared as surplus by the City Council, the bicycles would be available for donation to the California Institution for Women.

FISCAL IMPACT: There would be no fiscal impact to the City as a result of the donation of the surplus bicycles.

RECOMMENDATION: Staff recommends the City Council declare unclaimed bicycles in Police custody as surplus and available for donation to the California Institution for Women.

Prepared by:	<u>Sharon P. Agajanian</u>	Fiscal Impact Finance Review:	<u>Donald L. Parker</u>
Proofed by:	<u>Nudy B.</u>	Reviewed and Approved By:	<u>M. DeMoet</u>

**MONTCLAIR POLICE DEPARTMENT
UNCLAIMED BICYCLES LIST
AUGUST 2015**

TAG NO.	DESCRIPTION	SERIAL NO.	CASE #	STATUS
1	(NONE)	UNK	13-3747	SK
2	BLACK/GREEN MENS 10 SPEED BIKE (372B)	UNK	15-0903	SK
3	MENS 18 SPEED MOUNTAIN BIKE (372C)	960541712	15-0903	SK
4	BLUE SCHWIN BIKE (364B)	SSK06641	15-2331	SK
5	WHITE MENS MONGOOSE BIKE (361C)	SNAGB12J24588	15-0465	SK
6	BLACK BMX BIKE (272A)	UNK	14-2930	F
7	BLACK BIKE (322A)	UNK	14-4435	SK
8	BLACK BEACH CRUISER BIKE (318A)	08041802	14-3821	F
9	BLUE MONGOOSE BIKE (361A)	SNFSD12F53684	15-0285	F
10	SILVER BIKE (332B)	UNK	14-4938	SK
11	SILVER MONGOOSE BIKE (332A)	UNK	14-2911	SK
12	PINK GIRLS MOUNTAIN BIKE (361A)	UNK	15-0551	F
13	SILVER ROADMASTER (296B)	UNK	14-5294	SK
14	RED MOUNTAIN BIKE (272A)	D21120809	14-5137	F
15	BIKE (322C)	UNK	14-3419	SK
16	GRAY/WHT BIKE (309A)	UNK	14-3245	F
17	GREEN MOUNTAIN BIKE (363C)	UNK	15-1661	SK
18	BLACK/RED MOUNTAIN BIKE (332A)	LBH2615M	15-0138	F
19	BLUE RALEIGH BIKE 10 SPEED (309A)	R900495829YF98K0397	14-4657	F
20	RED PACIFIC MOUNTAIN BIKE (296A)	UNK	14-3770	F
21	MOUNTAIN BIKE (336A)	UNK	15-0314	SK
22	GREEN BIKE (371B)	ACJ108E004076	15-2218	SK
23	RED MURRAY BIKE (371C)	UNK	15-2218	SK
24	WHITE MOUNTAIN BIKE (363C)	UNK	15-1618	F
25	BLUE MOUNTAIN BIKE (317A)	UNK	15-1721	F
26	SILVER BMX BIKE (332B)	UNK	14-3234	SK
27	RED MOUNTAIN BIKE (364A)	99TP709832	14-4427	SK
28	BIKE (326A)	UNK	15-0605	SK

AGENDA REPORT

SUBJECT: CONSIDER DESIGNATION OF VOTING DELEGATE TO THE LEAGUE OF CALIFORNIA CITIES 2015 ANNUAL CONFERENCE, SEPTEMBER 30-OCTOBER 2, 2015, SAN JOSE, CALIFORNIA	DATE: August 3, 2015
	SECTION: ADMIN. REPORTS
	ITEM NO.: 4
	FILE I.D.: LCC050
	DEPT.: ADMIN. SVCS.

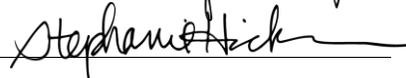
REASON FOR CONSIDERATION: It is necessary that the City Council designate the voting delegate to the League of California Cities (LCC) 2015 Annual Conference.

BACKGROUND: The LCC 2015 Annual Conference is scheduled for September 30 through October 2, 2015, in San Jose, California. An important part of the event is the Annual Business Meeting scheduled for 12:00 p.m. on Friday, October 2, 2015.

Participating cities will be given a vote at the Annual Business Meeting if a voting delegate is determined in advance. Montclair has traditionally designated our Mayor and Mayor Pro Tem as the respective voting delegate and alternate. Beginning in 2010, cities are now eligible to appoint up to two alternate voting delegates. Council Member Trisha Martinez is the only member of the City Council available to attend the conference this year.

FISCAL IMPACT: The City Council's designation of a voting delegate to the LCC Annual Conference would create no fiscal impact to the City's General Fund.

RECOMMENDATION: Staff recommends the City Council designate Council Member Martinez as Montclair's voting delegate to the League of California Cities 2015 Annual Business Meeting to be held Friday, October 2, 2015, at the San Jose Convention Center.

Prepared by:		Fiscal Impact Finance Review:	
Proofed by:		Reviewed and Approved By:	



1400 K Street, Suite 400 • Sacramento, California 95814
Phone: 916.658.8200 Fax: 916.658.8240
www.cacities.org

Council Action Advised by July 31, 2015

May 29, 2015

TO: Mayors, City Managers and City Clerks

**RE: DESIGNATION OF VOTING DELEGATES AND ALTERNATES
League of California Cities Annual Conference – September 30 – October 2, San Jose**

The League's 2015 Annual Conference is scheduled for September 30 – October 2 in San Jose. An important part of the Annual Conference is the Annual Business Meeting (*at the General Assembly*), scheduled for noon on Friday, October 2, at the San Jose Convention Center. At this meeting, the League membership considers and takes action on resolutions that establish League policy.

In order to vote at the Annual Business Meeting, your city council must designate a voting delegate. Your city may also appoint up to two alternate voting delegates, one of whom may vote in the event that the designated voting delegate is unable to serve in that capacity.

Please complete the attached Voting Delegate form and return it to the League's office no later than Friday, September 18, 2015. This will allow us time to establish voting delegate/alternate records prior to the conference.

Please note the following procedures that are intended to ensure the integrity of the voting process at the Annual Business Meeting.

- **Action by Council Required.** Consistent with League bylaws, a city's voting delegate and up to two alternates must be designated by the city council. When completing the attached Voting Delegate form, please attach either a copy of the council resolution that reflects the council action taken, or have your city clerk or mayor sign the form affirming that the names provided are those selected by the city council. Please note that designating the voting delegate and alternates **must** be done by city council action and cannot be accomplished by individual action of the mayor or city manager alone.
- **Conference Registration Required.** The voting delegate and alternates must be registered to attend the conference. They need not register for the entire conference; they may register for Friday only. To register for the conference, please go to our website: www.cacities.org. In order to cast a vote, at least one voter must be present at the

-over-

Business Meeting and in possession of the voting delegate card. Voting delegates and alternates need to pick up their conference badges before signing in and picking up the voting delegate card at the Voting Delegate Desk. This will enable them to receive the special sticker on their name badges that will admit them into the voting area during the Business Meeting.

- **Transferring Voting Card to Non-Designated Individuals Not Allowed.** The voting delegate card may be transferred freely between the voting delegate and alternates, but *only* between the voting delegate and alternates. If the voting delegate and alternates find themselves unable to attend the Business Meeting, they may *not* transfer the voting card to another city official.
- **Seating Protocol during General Assembly.** At the Business Meeting, individuals with the voting card will sit in a separate area. Admission to this area will be limited to those individuals with a special sticker on their name badge identifying them as a voting delegate or alternate. If the voting delegate and alternates wish to sit together, they must sign in at the Voting Delegate Desk and obtain the special sticker on their badges.

The Voting Delegate Desk, located in the conference registration area of the San Jose Convention Center, will be open at the following times: Wednesday, September 30, 8:00 a.m. – 6:00 p.m.; Thursday, October 1, 7:00 a.m. – 4:00 p.m.; and Friday, October 2, 7:30–10:00 a.m. The Voting Delegate Desk will also be open at the Business Meeting on Friday, but will be closed during roll calls and voting.

The voting procedures that will be used at the conference are attached to this memo. Please share these procedures and this memo with your council and especially with the individuals that your council designates as your city's voting delegate and alternates.

Once again, thank you for completing the voting delegate and alternate form and returning it to the League office by Friday, September 18. If you have questions, please call Kayla Gibson at (916) 658-8247.

Attachments:

- 2015 Annual Conference Voting Procedures
- Voting Delegate/Alternate Form

Annual Conference Voting Procedures 2015 Annual Conference

1. **One City One Vote.** Each member city has a right to cast one vote on matters pertaining to League policy.
2. **Designating a City Voting Representative.** Prior to the Annual Conference, each city council may designate a voting delegate and up to two alternates; these individuals are identified on the Voting Delegate Form provided to the League Credentials Committee.
3. **Registering with the Credentials Committee.** The voting delegate, or alternates, may pick up the city's voting card at the Voting Delegate Desk in the conference registration area. Voting delegates and alternates must sign in at the Voting Delegate Desk. Here they will receive a special sticker on their name badge and thus be admitted to the voting area at the Business Meeting.
4. **Signing Initiated Resolution Petitions.** Only those individuals who are voting delegates (or alternates), and who have picked up their city's voting card by providing a signature to the Credentials Committee at the Voting Delegate Desk, may sign petitions to initiate a resolution.
5. **Voting.** To cast the city's vote, a city official must have in his or her possession the city's voting card and be registered with the Credentials Committee. The voting card may be transferred freely between the voting delegate and alternates, but may not be transferred to another city official who is neither a voting delegate or alternate.
6. **Voting Area at Business Meeting.** At the Business Meeting, individuals with a voting card will sit in a designated area. Admission will be limited to those individuals with a special sticker on their name badge identifying them as a voting delegate or alternate.
7. **Resolving Disputes.** In case of dispute, the Credentials Committee will determine the validity of signatures on petitioned resolutions and the right of a city official to vote at the Business Meeting.



CITY: _____

**2015 ANNUAL CONFERENCE
VOTING DELEGATE/ALTERNATE FORM**

Please complete this form and return it to the League office by Friday, September 18, 2015. Forms not sent by this deadline may be submitted to the Voting Delegate Desk located in the Annual Conference Registration Area. Your city council may designate one voting delegate and up to two alternates.

In order to vote at the Annual Business Meeting (General Assembly), voting delegates and alternates must be designated by your city council. Please attach the council resolution as proof of designation. As an alternative, the Mayor or City Clerk may sign this form, affirming that the designation reflects the action taken by the council.

Please note: Voting delegates and alternates will be seated in a separate area at the Annual Business Meeting. Admission to this designated area will be limited to individuals (voting delegates and alternates) who are identified with a special sticker on their conference badge. This sticker can be obtained only at the Voting Delegate Desk.

1. VOTING DELEGATE

Name: _____

Title: _____

2. VOTING DELEGATE - ALTERNATE

Name: _____

Title: _____

3. VOTING DELEGATE - ALTERNATE

Name: _____

Title: _____

PLEASE ATTACH COUNCIL RESOLUTION DESIGNATING VOTING DELEGATE AND ALTERNATES.

OR

ATTEST: I affirm that the information provided reflects action by the city council to designate the voting delegate and alternate(s).

Name: _____ E-mail _____

Mayor or City Clerk _____ Phone: _____
(circle one) (signature)

Date: _____

Please complete and return by Friday, September 18, 2015

League of California Cities
ATTN: Kayla Gibson
1400 K Street, 4th Floor
Sacramento, CA 95814

FAX: (916) 658-8240
E-mail: kgibson@cacities.org
(916) 658-8247

AGENDA REPORT

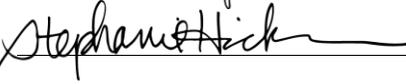
SUBJECT: CONSIDER APPROVAL OF WARRANT REGISTER AND PAYROLL DOCUMENTATION **DATE:** August 3, 2015
SECTION: ADMIN. REPORTS
ITEM NO.: 5
FILE I.D.: FIN540
DEPT.: ADMIN. SVCS.

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

BACKGROUND: Mayor Pro Tem Raft has examined the Warrant Register dated August 3, 2015, and the Payroll Documentation dated July 26, 2015, and recommends their approval.

FISCAL IMPACT: The Warrant Register dated August 3, 2015, totals \$1,198,962.96. The Payroll Documentation dated July 26, 2015, totals \$539,463.71 gross, with \$373,922.45 net being the total cash disbursement.

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

Prepared by:		Fiscal Impact Finance Review:	
Proofed by:		Reviewed and Approved By:	

AGENDA REPORT

SUBJECT: CONSIDER APPROVAL OF AGREEMENT NO. 15-61 WITH HALL & FOREMAN IN THE AMOUNT OF \$134,992 FOR PREPARATION OF THE SANITARY SEWER MASTER PLAN	DATE: August 3, 2015 SECTION: AGREEMENTS ITEM NO.: 1 FILE I.D.: SEW026 DEPT.: PUBLIC WORKS
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REASON FOR CONSIDERATION: The City Council is requested to consider approval of Agreement No. 15-61 with Hall & Foreman, a division of David Evans & Associates, Inc., to provide professional consulting services for the preparation of the Sanitary Sewer Master Plan.

A copy of proposed Agreement No. 15-61 with Hall & Foreman is attached for the City Council's review and consideration.

BACKGROUND: The State Water Resources Control Board (State Water Board) adopted Water Quality Order 2006-0003 on May 2, 2006, requiring all public agencies that own sanitary sewer collection systems greater than one mile in length to comply with the Statewide General Waste Discharge Requirements (WDR) for Sanitary Sewer Systems. The purpose of the Order is to require agencies to prepare a plan and schedule for measures to be implemented to reduce the frequency and volume of Sanitary Sewer Overflows (SSO), as well as measures to effectively clean up and report SSOs. In order to fully comply with this Order, a new Sanitary Sewer Master Plan is required.

The new Sewer Master Plan will accurately reflect current wastewater system capacity, needs, and demands, identify future improvements, including a comprehensive and prioritized ten-year Capital Improvement Plan and a specific financial plan for the recommended sewer system in compliance with the Order. The City has received a comprehensive proposal from Hall & Foreman, a division of David Evans & Associates, Inc., for professional consulting services to prepare the City's Sewer Master Plan for a total cost of \$134,992. The proposal was evaluated on the basis of the consultant's demonstrated competence, qualifications, and relevant experience with Sewer Master Plan Projects. Additionally, staff had previously attended workshops on the State Water Board's WDR Order, co-presented by Hall & Foreman and State Water Board staff, which further demonstrated the firm's expertise and reputation in this area.

FISCAL IMPACT: Funds are available for this project in the amount of \$135,000 from the Fiscal Year 2015-16 Budget.

RECOMMENDATION: Staff recommends the City Council approve Agreement No. 15-61 with Hall & Foreman in the amount of \$134,992 for the preparation of the Sanitary Sewer Master Plan.

Prepared by: <u> <i>Nicole deMoet</i> </u>	Fiscal Impact Finance Review: <u> <i>Donald L. Parker</i> </u>
Proofed by: <u> <i>Marissa Perry</i> </u>	Reviewed and Approved By: <u> <i>M. J. H. K.</i> </u>

CITY OF MONTCLAIR

AGREEMENT FOR CONSULTANT SERVICES

PREPARATION OF THE SEWER MASTER PLAN

THIS AGREEMENT is made and effective as of August 4, 2015 between the City of Montclair, a municipal corporation ("City") and Hall & Foreman, a division of David Evans and 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 4, 2015 and shall remain and continue in effect until tasks described herein are completed, but in no event later than June 30, 2016, unless sooner terminated pursuant to the provisions of this Agreement.

2. **SERVICES**

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

3. **PERFORMANCE**

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

4. **CITY MANAGEMENT**

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

5. **PAYMENT**

(a) The City agrees to pay Consultant or upon completion of each of the seven tasks (the division of which is specified in Exhibit A), in accordance with the payment rates and terms and payment total 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 \$134,992 for the total term of the Agreement unless additional payment is approved as provided in this Agreement.

(b) Consultant shall not be compensated for any services rendered in connection with its performance of this Agreement which are in addition to those set forth herein, unless such additional services are authorized in advance and in writing by the City Manager. Consultant shall be compensated for any additional services in the amounts and in the manner as agreed to by City Manager and Consultant at the time City's written authorization is given to Consultant for the performance of said services. The City Manager may approve additional work not to exceed ten percent (10%) of the amount of the Agreement, but in no event shall total compensation exceed Ten Thousand Dollars (\$10,000.00). Any additional work in excess of this amount shall be approved by the City Council.

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

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

6. SUSPENSION OR TERMINATION OF AGREEMENT WITHOUT CAUSE

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

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

7. DEFAULT OF CONSULTANT

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

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

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

8. OWNERSHIP OF DOCUMENTS

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

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

9. INDEMNIFICATION

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

to the extent same are caused in whole or in part by any negligent or wrongful act, error or omission of Consultant, its officers, agents, employees or subconsultants (or any entity or individual that consultant shall bear the legal liability thereof) in the performance of professional services under this Agreement.

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

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

10. INSURANCE

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

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

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

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

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

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

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

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

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

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

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

11. INDEPENDENT CONTRACTOR

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

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

12. LEGAL RESPONSIBILITIES

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

13. UNDUE INFLUENCE

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

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

14. NO BENEFIT TO ARISE TO LOCAL EMPLOYEES

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

15. RELEASE OF INFORMATION/CONFLICTS OF INTEREST

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

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

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

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

16. NOTICES

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

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

To Consultant: Yazdan T. Emrani, P.E.
Project Manager
Hall & Foreman
17782 17th Street, Suite 200
Tustin, CA 92780

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.

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. NOT USED

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

Hall & Foreman
17782 17th Street, Suite 200
Tustin, CA 92780

By: _____
Paul M. Eaton, Mayor

By: _____
(Title)

Attest:

By: _____
Andrea M. Phillips, Dep. City Clerk

By: _____
(Title)

Approved as to Form:

By: _____
City Attorney

EXHIBIT A

PROPOSAL

Sanitary Sewer Master Plan

SECTION 2: APPROACH AND SCOPE OF WORK

Project Approach/Project Understanding

The City of Montclair is bordered by Pomona to the West, Claremont and Upland to the North, Ontario to the East and Chino to the South and is in San Bernardino County. Montclair is in the Pomona Valley and part of the Inland Empire. The San Bernardino Freeway (*10 Fwy.*) runs through the northern part of the city. The City provides wastewater collection service to a population of approximately 37,000 residents.

The City's last Sewer Master Plan was prepared in the 1980's. The main objective of this Sewer Master Plan is to update the current and projected wastewater flows, while providing the City with wastewater system design criteria, and recommended capital improvements with facility cost estimates.

Scope of Work

Task 1 – Existing System Review/Research/ Data Collection

- H&F will work with the City to gather all available data including atlas maps, field books, as-builts
- H&F will perform a detailed review all these documents and any additional relevant information
- H&F will work with City to identify procedures (written and non-written) currently in place and review these practices to ensure compliance with the WDR/SSMP requirements.

H&F will then develop a comprehensive Work Plan document for the project. Based on discussions with the City, it is our assumption that City has digitized all its sanitary sewer lines, manholes, etc. Therefore, H&F will be provided City's comprehensive geodatabase for its entire sanitary sewer system, at the kick-Off meeting.

Task 2 – FLOW MONITORING

Task 2A - Meter Installation, Calibration and Data Collection

To provide accurate data for the System Evaluation and Capacity Assurance Plan, it is recommended that we perform flow monitoring of the sanitary sewer system. Based on an initial basin delineation throughout the City, we are assuming a need for at least five (5) meters, locations for a period of two weeks of flow monitoring, to obtain adequate dry weather information. The second week provides verification of the first week and also provides any variations to take into account or averaged. We will also install a rain gauge during this period.

Our subconsultant, SFE Global, will install flow meters at key points in the system. The flow meters establish the actual patterns produced. The flow pattern will be illustrated by a flow hydrograph. Field reconnaissance models can be used to collect empirical data for the behavioral model. Flow tracing techniques are used to verify or establish actual transit time from any area to the outlet of a particular watershed or basin. Meter sites will be selected to isolate specific land use types; to meter the largest sewer basins; to meter system discharges and influent flows from other areas; and/or some of the older high-maintenance areas. The City's sewer maps will be used to identify all sewer drainage basins in the sewer system to evaluate meter sites and to better model the system. If H&F Team needs to install a meter in a high traffic area, we can coordinate with City's traffic division or develop a traffic management plan at an additional cost to what is shown in our cost estimate.

The temporary flow meters proposed for this project utilize the latest in flow monitoring technology. Each meter will be field calibrated prior to installation. The flow sensors will be secured to a steel mounting band that fits snugly in the pipeline. The data logger for each site will then be installed and secured in the top of each manhole and the meter will be activated at user defined sampling intervals, typically 5 to 15 minutes. Routine maintenance and service will be undertaken to confirm normal operation. It is anticipated that the project and hence the flow monitoring will be conducted during the dry weather period of spring when no rainfall can be expected. The dry-weather flow monitoring data will be evaluated in the hydraulic model using



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Sanitary Sewer Master Plan

industry-standard depth over diameter (d/D) ratios to evaluate peak dry-weather flows. The d/D ratios allow for pipe capacity to carry wet-weather flows.

Task 2B - Meter Data Review and Analysis

A tabular and graphical presentation of the data will be developed that provides specific information for detailed evaluation. Peak, minimum and average flow depths and rates can be generated to assist in data analysis. It is the intention of the H&F team to use the rain gauge data to measure rainfall intensity and duration throughout the monitoring period.

TASK 3 - HYDRAULIC ANALYSIS, LAND USE ANALYSIS, SEWER SYSTEM ANALYSIS

Task 3A – Hydraulic Analysis, and Land Use Analysis

The City's General Plan will be utilized for developing the Sewer Master Plan. We will review the various land use categories including residential, commercial, industrial, and other land uses. We will also study the population trends and projections for the City as part of this task. Once this is completed, we will establish water demand and initiate the development of the hydraulic model.

A calibrated hydraulic model will be developed for the City's wastewater collection and conveyance system utilizing accepted modeling software. H&F has experience utilizing several popular modeling software including InfoSewer, DHI International's MIKE SWMM, etc. Depending on the City's preference, we can utilize a desired package or make a recommendation on the use of a particular package. The hydraulic model can assess the capacity of the wastewater collection system by simulating and identifying hydraulic restrictions within the system — surcharging pipes and overflowing manholes — under specified flow conditions. The model network will include the critical 8-inch pipes, all 10-inch and larger pipes, and any pump stations throughout The City's wastewater collection system. In addition to the existing physical pipe network, the model network can also include planned capital projects currently under construction or expected to be under way as part of future redevelopment.

A system capacity/deficiency analysis will be conducted, using the calibrated hydraulic model. This will be done to simulate the system's response to dry and wet-weather flow conditions. Once completed and the results analyzed, the surcharging pipes and overflowing manholes will be identified. We will also identify and categorize all locations of major hydraulic restrictions.

- **System Configuration**

As-built wastewater maps and any available field measurements should provide the information necessary to configure the model such that it accurately represents the City's wastewater collection system throughout the study area. The field verification of the City's wastewater maps will be extremely important to provide information about invert elevations, line lengths, pipe slope, pipe diameter and pipe material. Our experience on other Sanitary Sewer System modeling projects has revealed to our team the importance of conducting field investigation.

- **Water Consumption Data and Flow Estimation**

To achieve this goal, projection of water and sewer demands resulting from forecasted developments will be determined. The General Plan specifying planned land use zoning and conceptual building densities and uses will be analyzed to determine ultimate sewer flows and water demands. The average daily and peak flows will be determined for each type of user based upon historical data for familiar uses in the area. This will include studying water meter data and developing the related hydrographs. Additionally we will examine future trends in the City's land use to help forecast the water consumption in the City for a 10-year period.

We will also use any water consumption data, where available, provided by the City to verify the quantity and input locations of theoretical baseflow for the hydraulic models as determined during dry weather monitoring.

- **Dry Weather Model Calibration**



Sanitary Sewer Master Plan

Dry weather monitoring data will be used to develop baseflow quantities and diurnal curves representing the average daily flow for each sub-basin or monitoring point. Once the computer model is configured to represent the City's actual wastewater collection system and the quantity of theoretical baseflow is determined, it will be possible to assign the diurnal curve shapes to the theoretical baseflow quantities at each flow input location. The computer model routes the wastewater flow downstream combining hydrographs at sub-basin intersection points. At the intersection points that have monitoring data, it will be possible to make any adjustments necessary to further calibrate the model. The main purpose for developing a calibrated dry weather model is to establish a calibrated baseflow hydrograph that can be used as a component of the wet weather and design storm models.

Task 3B – Sewer System Alternative Analysis

Once the existing deficiencies have been identified, the H&F team will develop recommended relief/replacement facilities to alleviate the identified deficiencies for both short term and long term; specifically **determining the effect of potential solutions**. The hydraulic model will be extensively used to optimize the rehabilitation plan. Various dry weather scenarios will be simulated to establish the current and future levels of protection necessary to achieve long-term regulatory compliance with respect to sanitary sewer overflows. Since the hydraulic model is also linked to the defect database, various repair strategies and costs can be easily evaluated. The least cost alternative and implementation plan will be developed.



Exhibit 1

Shows the effects of a simulation for a design storm on a sanitary sewer system.

Task 4 - GIS Based Sewer Applications

We will design and implement an application to simplify access to the City's sewer system. This application will be designed essentially to effectively use limited resources for repairs and provides analyses and reports with extensive search capabilities and powerful GIS analysis features. It will not only help decision making process but help avoid unforeseen situations caused by a variety of reasons.

Linking of Scanned Sewer Maps with the Sewer GIS Map

H&F will connect each digitized line with its scanned sewer sheet. We will collect and scan all available sewer as-builts, as provided by the City. All sewer lines will be "Hot-Linked" with their scanned image in this manner, increasing their usefulness and accessibility by all City staff. The remaining sewer lines that do not have as-builts will be digitized using City's overall sewer map. H&F will also contact local agencies such as County of Los Angeles Public Works Department, City of Los Angeles' Bureau of Sanitation and Los Angeles County Sanitation Districts and obtain any and all their maps related to the City of Montclair. H&F will use these additional sources to digitize the remaining sewer pipes within the City. H&F has successfully used this methodology to obtain and digitize maps for a variety of cities in Los Angeles County. Exhibit 4 shows an example of a sewer system management application showing how an as-built is "hot linked" to its sewer line.

Sanitary Sewer Master Plan

Deliverables include the following items:

- User-friendly custom application that links City's model to the GIS
- Custom Reports
- Query Graphical User Interface (GUI) customization
- Locating sewer appurtenances by address

Exhibit 2 shows H&F's GIS based sewer application screen. This application has built in functionalities for:

- Sewer database by parcel address
- Linking of all available scanned as-builts to individual line segments
- Generating custom maps and reports

Exhibit 3 shows a custom GIS application for generating a grid based Atlas Map Book map book for sewer facilities.

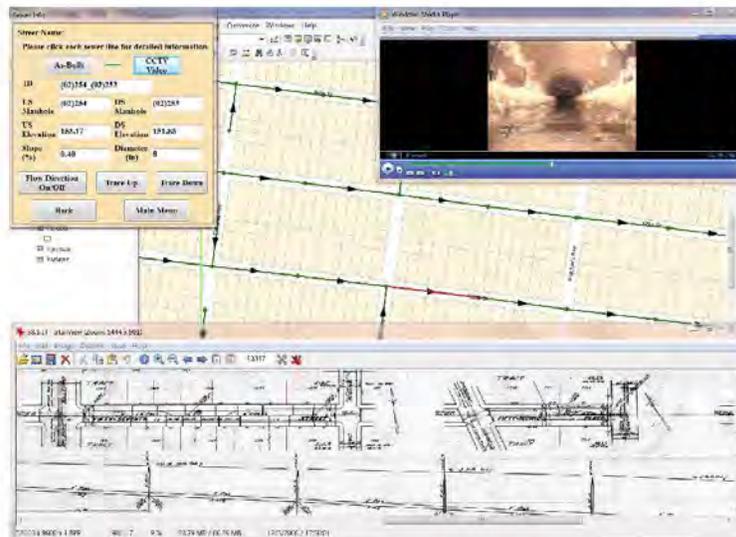


Exhibit 2 - Sewer System Management Application

**TABLE 1
CITY OF MONTCLAIR GIS BASED SEWER APPLICATIONS**

Project Name	Project Description
<p>1. Sewer System Management</p>	<p>Digitized sewer lines, manholes, and lift stations connected to a sewer attribute information database. Attribute database includes, age, diameter, length, invert elevation, manhole depth, pipe material, pipe slope, etc.</p> <p>Development of sewer maintenance zones</p> <p>Scanning of all available sewer as-builts and connecting them to individual line segments</p> <p>Ability to query, generate maps and reports by system attribute, and location information</p>
<p>2. Atlas Map Book</p>	<p>This task involves developing a new grid system for the sewer system and creating a new map book for the City. This would simplify the task of printing maps and can be continuously updated to handle changes and modifications to the City's sewer systems.</p>

Task 5 – SSMP Review & Update

Scope of Work

The City of Montclair wants to ensure compliance with the Statewide General Waste Discharge Requirements for Sanitary Sewer Systems (WDR), adopted by the State Water Resources Control Board on May 2, 2006. In order to achieve compliance, the City must have complied with all the elements of the WDR order. This can be accomplished by updating the City's existing SSMP, which was developed in 2009, with custom and comprehensive solutions. Effective development and implementation of this plan will provide a cost effective means to managing the City's sanitary sewer system.

The following details all tasks:

SSMP Gap Analysis

H&F will analyze the City's existing SSMP, including all associated volumes, and will compare to the State Water Resources Control Board WDR Order requirements. *H&F has worked closely with State Water Resources Control Board's Office of Enforcement and utilizes their Audit Manual and Checklist. The resultant Gap Analysis will identify any and all discrepancies in the City's SSMP. H&F will then provide detailed recommendations on its findings to bring the City's SSMP up to date. This analysis will also include the review of the City's Monitoring and Reporting Program (MRP) portion of the SSMP for compliance with the recent State Water Resources Control Board adoption of new requirements that became effective September 2013.* The SSMP will include the following items:

5A) Goals – Review and preparation of a clear statement of Goals that is both manageable and achievable by the City and compliant with the intent of the WDR. **Potential Goals to consider are:**

- Properly manage and maintain all parts of the sanitary sewer system
- Provide capacity to convey base and design storm flows



Sanitary Sewer Master Plan

- Continual improvement to reduce all preventable SSOs
- Mitigate and reduce the impact of non-preventable SSOs

5B) Organization – Identify current City organizational structure and develop procedures for future updates to published organization charts and publicly noticed contact information. **Topics of development to consider include:**

- Organization of Key Personnel and Departments
- Duties and responsibilities of all key personnel
- Communications
- Service Area and Major System Elements

5C) Legal Authority – The City must demonstrate, through duly adopted ordinances, service agreement, or other legally binding procedures that it possess the necessary authority to apply and enforce measures needed to properly manage its sanitary sewer system. **Key elements that must be considered include:**

- Legal authority to prohibit illicit discharges to the system
- Design and construction standards
- Authority to inspect grease producing facilities and enforce the FOG ordinance
- Industrial pretreatment program and FOG program
- Review and improvement of any needed intergovernmental memorandum of agreements or contracts for publicly owned satellite sanitary sewer systems

5D) Operation and Maintenance Activities – The WDR identifies general standards that must be included in an O&M Program. **The H&F team will collaborate with the City to:**

- Develop standard operating procedures (SOPs) for routine sanitary sewer system operation and maintenance, equipment, and identification and inventory for critical spare parts
- Ensure mapping and data management activities are in place, or recommend procedures and processes to facilitating accurate and up to date mapping
- Recommend schedule and tracking process for routine operations & preventive maintenance activities for all gravity sewers, manholes, pumping facilities, and force mains (if applicable)
- Identify training programs for City staff
- Identify equipment and replacement part inventories, and help identify procedures for identifying critical replacement parts that should remain on hand

5E) Design Standards – Collaborate with City Engineering Department and other appropriate City offices (if applicable) to coordinate sanitary sewer system design and construction standards. **Elements that will be addressed include:**

- Review and provide suggested improvements to design and construction standards and specifications
- Establish procedures and standards for inspecting and testing new facilities
- Recommend procedures to ensure adequate downstream capacity for future approval of new upstream dischargers (if applicable)

5F) Overflow Emergency Response Program – In the unfortunate event of an SSO, it is imperative that emergency responders understand all mitigation and reporting procedures. **The H&F team will work with the City to develop:**

- Notification, response, and mitigation procedures
- Reporting and monitoring procedures

Sanitary Sewer Master Plan

- Emergency operations contingency planning, including overflow containment and recovery procedures.
- Identify response training programs
- Potential GIS applications that can help City use its existing GIS to enhance its overflow prevention program.

5G) Fats, Oils and Grease (FOG) Control Program – The H&F team proposes to review existing FOG programs, or develop a new one to ensure WDR compliance. **Potential areas of investigation and further program development include:**

- FOG analysis through spill reports to determine if additional program development and formal study is needed
- Public education program that promotes proper disposal of FOG
- Legal authority to prohibit discharges to the system
- Maintenance cleaning schedule for pipe segments subject to FOG blockages (if SSO reports indicate potential issues)
- FOG disposal plan including a list of disposal facilities
- BMP, grease removal devices, record keeping and reporting requirements
- Authority to inspect grease producing facilities and enforce the FOG ordinance
- Establish source control measures for FOG discharged to the sewer system
- Potential GIS application that can identify "Hot Spots" and establish cleaning schedules to help manage this issue more effectively

5H) System Evaluation and Capacity Assurance Program (SECAP) – WDR regulations recommend updating your sewer master plan every 5-7 years. Based on our preliminary review of the City's current sewer master plan, and the date that it was done, H&F proposes doing a new and updated sewer master plan that takes into account all CIP work done by the City since the last sewer master plan. **The H&F scope for performing the SECAP for the City is detailed under Phase II – Sewer Master Plan, starting on Page 31**

5I) Monitoring, Measurement and Program Modification – Effective asset management requires data systems necessary to evaluate performance. **To this end, the H&F team proposes to work with the City in order to:**

- Recommend document and information control system used to establish and prioritize SSMP activities
- Develop performance matrix intended to measure effectiveness of SSMP program including appropriate management reports
- Develop protocol and schedule to modify SSMP plan for future optimization

5J) Annual Reporting and Audit Program – As part of the SSMP the City must conduct internal audits at least every two years. We will work with City staff to establish efficient and effective audits. **To comply with this requirement the H&F team will work with the City to recommend:**

- SSMP audit and reporting procedures, including templates and checklists that will be used to evaluate the effectiveness of the SSMP. These procedures will include potential participants that should be involved in both the audit development and review. Protocols for dissemination of the information and SSMP modifications as a result of these changes will also be addressed.

5K) Communication Program – Stakeholder communication is a very important aspect of asset management, especially when potential rate increases are a likely outcome. H&F's team will work with



Sanitary Sewer Master Plan

the City to develop a public outreach program that will not only communicate the costs associated with new programs, but also the benefits. **To accomplish this activity H&F will:**

- Develop a comprehensive communications program outline and present the draft outline and other relevant information to the City personnel for their review and feedback
- Based on the City's review and feedback, H&F will develop a public communication program that will leverage data and information necessary to communicate with all stakeholders

5L) Annual Maintenance Budget - The H&F team will recommend to City staff budgetary forecasts necessary to sustain programs associated with the SSMP. **Budgetary assistance shall include:**

- Review and prioritization of system short term and long term actions
- Develop an updated cost estimate
- Analyze resources needed to implement SSMP programs and projects (long and short term), including staffing levels, potential capital improvements projects, as well as other related expenditures
- Evaluate potential funding sources to assist with SSMP program development, implementation and capital improvement projects

Task 5M - Draft and Final Recommended Updated SSMP

A draft SSMP document will be delivered to the City for review and comments. Once H&F has received City's review comments, it will incorporate these comments and make needed modifications as necessary, before delivering the final report to the City. Five (5) hard copies of all final documents and supporting materials including a final copy of the updated SSMP will be delivered to the City on or before the deadlines identified in the project schedule.

Task 6 - Final Report

Task 6A Draft Master Plan Report

A comprehensive Draft sewer System Master Plan Update report will be prepared that will address all aspects of the project in a thorough and orderly manner through text, tables, graphs, figures, and maps. The report will concisely identify, rank, and prioritize recommended system improvements with a priority schedule of construction. An Appendix will be provided to provide supporting technical calculations and computer input/output results. The Draft Water Master Plan Report will be presented to City Staff over two submittals for review and comments. Staff comments will be incorporated into the draft report and the Draft sewer Master Plan will be provided for public review and comments.

Sanitary Sewer Master Plan***Task 6B Final Report Sewer Master Plan***

The Final Sewer Master Plan report will be prepared incorporating comments from the review process of the Draft Sewer Master Plan report. One electronic copy and five (5) copies of this final report which will be bound in a manner approved by the City will be presented to the staff.



A standalone Executive Summary of the Final Water Master Plan will be prepared summarizing project direction goals and implications of the Water Master Plan. The Executive Summary will be written in easily understandable language directed at the lay public. Graphics will be used to further illustrate main points. The city will review a draft of the Executive Summary and comments will be discussed with staff and incorporated into the final document. Electronic and hard copies of the draft report including supporting materials will be delivered to the City on or before the deadlines identified in the project schedule. Once the City has reviewed and given *H&F*'s comments, the report will be finalized incorporating City's comments.

Quality Assurance/Quality Control

To ensure the highest quality of the design and project deliverables and to minimize review time by the City of Montclair staff, we will implement a comprehensive quality control and quality assurance program. The Project Manager will review the survey and inventory work for accuracy and completeness. In addition, the Project Manager will provide daily supervision and guidance to the team and will maintain continuous involvement with the day-to-day activities of the team. Additionally, our approach to Quality Control will be to develop a QA/QC work plan as part of this project. Our Project Manager will be involved in review of all phases of the project including delivery milestones. Our QA/QC efforts will be an ongoing active part of the entire project. Key elements of the company's quality control are the assignment of skilled and experienced personnel, effective communications and monitoring. The quality control process includes:

1. Assignment of skilled professionals instituting a comprehensive and interactive orientation on the project goals, and the means of achieving these goals.
2. Daily contact by the Project Manager with each on-going activity to provide support and guidance, and to maintain focus and momentum, and monitor the quality of work.
3. Maintaining regularly scheduled project staff meetings for reviewing general work status, reviewing technical elements of the project, coordinating and interfacing of activities, reviewing budget parameters, and discussing upcoming activities and responsibilities.
4. Internal (peer review) audit of municipal services for quality, accuracy and completeness.
5. Review by the Principal Project Team Leader or designated Senior Project Team Leader prior to submittal to assure services meet all standards/codes, project goals and objectives, and contract requirements.
6. Regular progress meetings with the City staff on the progress and status of the project.

Sanitary Sewer Master Plan

Product Delivery

One (1) PDF copy and five (5) hard copies of all final documents and supporting materials will be delivered to the City on or before the deadlines identified in the project schedule. Additionally, all final documents and products will be provided in an electronic format. These will include:

- Comprehensive Sewer Master Plan as described earlier
- Executive Summary Report
- Comprehensive Flow Monitoring Results
- Final Report- CIP & Rehabilitation Plan and Estimated Costs
- GIS Sewer Map and database
- Calibrated Hydraulic Model
- Updated SSMP Management Plan
- Appendices - Exhibits, Field Database

Task 7 – Work Order System Development

Our proposed GIS application will focus on facilitating access to **Service Request, and Work Order generation**, and their subsequent applications. Our typical Features of an integrated Computerized Maintenance Management System (CMMS) includes the following specifications:

CENTRALIZATION OF INFORMATION

- Network and Equipment Database
- Automated Maintenance History
- Integration within ESRI's GIS Platform

EFFICIENT UPDATING OF RECORDS

- Updated preventative and unscheduled maintenance activities
- Recording additions or modifications to database
- Efficient cross-referencing between structures and street addresses.

GEOGRAPHIC INFORMATION SYSTEM (GIS)

- Efficient updating and access to map records
- Flexibility of map output
- A common graphical database to be used by all departments - eliminates duplicate mapping efforts
- Presentation of maintenance activities in graphic manner
- Work activity initiation based on geographic parameters
- Digital map serves as a "window" to the database
- Incorporates georelational features into utility management
- Enhances capability for capture, storage, retrieval, analysis, and display of spatial or locationally - defined data.

PRACTICAL BENEFITS OF AN INFORMATION MANAGEMENT SYSTEM

- A single database precludes redundant updating of records, and provides for a single source for current and consistent information
- Overall better data management and coordination of existing information.
- Elimination of duplicate mapping efforts and a reduction in record researching time increases operating efficiency
- Flexibility of output: maps in different scales with varying combination of data layers; customized, tailored reports form tabular database
- Reduction of storage space needed for paper records
- Menu driven screens provides for entry and report with minimal training
- Same information be accessed and used by multiple users at the same time
- Changes in work order forms, preventative maintenance forms, customer complaint forms, etc., made easily

Sanitary Sewer Master Plan

- Standardization of information reduces cost of projects done by consultants since less time required to gather and reconcile information
- System phased as funding permits and expanded as needed

The application will be developed on a **modular basis**, allowing for future additions and including the following future **optional modules**:

PRODUCTION ANALYSIS CAPABILITIES

- Personnel, equipment, and materials cost tracking for all work activities
- Production evaluated with consideration of factors such as traffic, line condition, depth, travel time, and soils conditions
- Forecasting labor, material and equipment needs for maintenance scheduling
- Comparison of planned preventive maintenance costs to unscheduled/corrective maintenance activities

STOCKROOM INVENTORY CONTROL

- Manage parts and materials for maintenance and rehabilitation activities
- Track all maintenance equipment and vehicles
- Evaluate performance of parts and materials
- Track purchase requisitions
- Use for planning and budgeting future purchases.

Once we receive the notice to proceed on this project we will develop a "High Level" design of the application and will submit that to the City for its review and modification. Once the "High Level" design is completed, we will proceed to the actual coding and development of the application. It should be noted that this is not a data entry project nor will we integrate any of the City's existing work orders with GIS. Rather, the application we develop will serve as a repository for collecting and input of data by City personnel for the purposes described herein.

EXHIBIT B

City of Montclair											
Project Cost - Sewer Master Plan Development											
Task Description	Hall & Foreman (Prime)							Total Hours	Labor Cost (\$)	Direct Cost (\$)	Total Cost (\$)
	PIC	Project Manager	Project Engineer	Staff Engineer	GIS Analyst/ Programmer	Admin/ WP					
Hourly Rate	\$215	\$190	\$150	\$125	\$100	\$72					
Task 1 – Existing System Review/Research/ Data Collection		10	20				30	\$ 4,900			\$ 4,900
Subtotal Task 1		10	20				30	4,900			4,900
Task 2 - Flow Monitoring											
Task 2A – Meter Installation, Calibration and Data Collection - 5 Meters plus a Rain Gauge/2 Weeks (with the option to go up to 8 meters if needed)											
Task 2B - Meter Data Review and Analysis		8	28				36	\$ 5,720	\$ 21,000		\$ 21,000
Subtotal Task 2		8	28	0	0	0	36	5,720	21,000		26,720
Task 3 - Hydraulic Analysis Based on Land Use/ Calibrated Hydraulic Model											
Task 3A - Hydraulic analysis, Land Use Analysis, and Sewer System Analysis		24	60	80	48	2	214	\$ 28,504			\$ 28,504
Task 3B - System Alternative Analysis		24	12	8	6	2	52	\$ 8,104			\$ 8,104
Subtotal Task 3		0	48	72	88	4	266	36,608			36,608
Task 4 - Develop GIS Applications											
Task 4D - GIS Based Sewer Applications		24			80		104	\$ 12,560			\$ 12,560
Task 4E - GIS Deliverables & Installation		4			7	2	13	\$ 1,604			\$ 1,604
Subtotal Task 4		0	28	0	87	2	117	14,164			14,164
Task 5 – SSMP Gap Analysis and Update											
5A - Goals		2					2	\$ 380			\$ 380
5B - Organizational Structure		3		1			4	\$ 720			\$ 720
5C - Legal Authority		6		4			10	\$ 1,740			\$ 1,740
5D - Operations and Maintenance Program		4		6			10	\$ 1,660			\$ 1,660
5E - Design and Performance Provisions		1		1			2	\$ 340			\$ 340
5F - Overflow Emergency Response Plan		5		5			10	\$ 1,700			\$ 1,700
5G - FOG Control Program		10		5			15	\$ 2,650			\$ 2,650
5H - System Evaluation and Capacity Assurance Plan (SECAP) (Being done under Sewer Master Plan)							0	\$ -			\$ -
5I - Monitoring, Measurement and Program Modification		2	4				6	\$ 980			\$ 980
5J - SSMP Program Annual Reporting/Audit Program		2	1				3	\$ 530			\$ 530
5K - Communication Program		3	3				6	\$ 1,020			\$ 1,020
5L - Annual Maintenance Budget		2	2				4	\$ 680			\$ 680
5M – Recommendations/Draft and Final Recommended Updated SSMP		16	6				22	\$ 3,940			\$ 3,940
Subtotal Task 5		0	56	38	0	0	94	16,340			16,340
Task 6 - Final Report											
Task 6A - Draft Master Plan Report		1	16	40	10	4	79	\$ 11,593			\$ 11,593
Task 6B – Final Report and Deliverables		1	8	16	4	3	36	\$ 5,251			\$ 5,251
Subtotal Task 6		2	24	56	14	7	115	16,844			16,844
Task 7 - Work Order System Development (OPTIONAL)											
Task 7A - GIS Based Work Order System Application		20			120	1	141	\$ 15,872			\$ 15,872
Task 7B - GIS Deliverables & Installation		10	10		2		22	\$ 3,544			\$ 3,544
Subtotal Task 7		0	30	10	0	3	163	19,416			19,416
Grand Total		2	204	224	102	16	821	113,992	21,000		134,992



A Division of David Evans and Associates, Inc.

SCHEDULE OF HOURLY BILLING RATES

Effective November 1, 2014

OFFICE:

Principal	\$215.00/Hour
Project Management (VP/Sr. Proj. Dir./Proj. Dir./Proj. & Survey Mgr)	\$190.00/Hour
Senior Engr./Proj. Eng./Proj. Surveyor/Sr. Designer/Principal Planner	\$154.00/Hour
GIS Programmer	\$140.00/Hour
Staff Engineer	\$129.00/Hour
Designer/Assist. Proj. Mgr/Planner/Survey Analyst	\$119.00/Hour
Assistant Engineer	\$106.00/Hour
GIS Analyst	\$110.00/Hour
Project Assistant/Expeditor	\$ 90.00/Hour
Administrative	\$ 72.00/Hour

EXPERT WITNESS:

Preparation for Depositions/Court Appearances	\$255.00/Hour
Depositions/Court Appearances	\$450.00/Hour

FIELD SURVEY:

(Prevailing Wage Rates available upon request)

1-Person Survey Crew	\$160.00/Hour
2-Person Survey Crew	\$210.00/Hour
3-Person Survey Crew	\$258.00/Hour
2-Person High Definition Survey Crew	\$250.00/Hour

CONSTRUCTION:

Project Manager	\$190.00/Hour
Resident Engineer	\$148.00/Hour
Inspector	\$123.00/Hour

Note 1: Client shall pay the cost, plus 15%, for any applicable governmental fees, title company charges, well monuments, outside vendor reproduction costs, in-house reproduction cost, plotting costs, mileage, and delivery or messenger services incurred on Client's behalf. If requested, H&F will provide a computer printout, which details these costs. H&F does not typically provide any additional back up for these generally nominal expenses as part of our fee.

Note 2: In the event Consultant's fee schedule changes due to any increase of costs such as the granting of wage increases and/or other employee benefits to field or office employees due to the terms of any labor agreement, or increase in the cost of living, during the lifetime of this agreement, a percentage increase shall be applied to all remaining fees and charges to reflect the increased costs.

Note 3: The fee stated herein does not include any sales or use tax. In the event that a sales and/or use tax is imposed by local, state, or federal authority, upon the services rendered hereunder, such sales and/or use tax shall be in addition to said fee herein, and shall be the full responsibility of the Client.

Note 4: Depositions and Court Appearances shall be billed at the above noted rate, with a four (4) hour minimum.



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33

AGENDA REPORT

SUBJECT: CONSIDER APPROVAL OF AGREEMENT NO. 15-63 WITH THE CITY OF CHINO FOR DESIGN AND CONSTRUCTION OF INTER- CHANGE IMPROVEMENTS AT CENTRAL AVENUE AND STATE ROUTE 60	DATE: August 3, 2015
CONSIDER AUTHORIZING THE CITY MANAGER TO SIGN AGREEMENT NO. 15-63	SECTION: AGREEMENTS
	ITEM NO.: 2
	FILE I.D.: FWY151
	DEPT.: PUBLIC WORKS

REASON FOR CONSIDERATION: The City of Chino has asked for the City of Montclair's financial participation with the construction of improvements at the Central Avenue/State Route 60 interchange in accordance with Measure I and the Nexus Program. Agreement No. 15-63 has been prepared for that purpose. Agreements with the City require City Council approval.

A copy of proposed Agreement No. 15-63 with the City of Chino is attached for the City Council's review and consideration.

BACKGROUND: In 2005, San Bernardino Associated Governments (SANBAG) began work on a program to provide funding for major road improvement projects with the County. The Nexus Program, as it became known, was developed in response to the reauthorization of Measure I in November 2004. The intent of the program was to develop funding for major regional road improvement projects and ensure that development paid its fair share into the program.

Under Measure I, several funds were established for various types of road improvement projects. One of those funds provided for freeway interchange improvements. Recognizing that interchanges draw vehicles from several communities beyond the city where the interchange is located, SANBAG developed the concept of "trafficheds." Similar to the concept of watersheds, which have storm water runoff from several areas concentrating at a single point, a traffiched has vehicles from several locations concentrating at one freeway interchange. While most of these locations are within the city where the interchange is located, some percentage of the vehicles may originate outside that city. Using the Central Avenue/State Route 60 interchange in Chino as an example, 91 percent of the traffic using the interchange originates in Chino, 8 percent of the traffic originates in unincorporated County areas within Chino and Montclair spheres of influence, and 1 percent of the traffic originates in Montclair.

In accordance with the Nexus Program, the City of Chino has requested the City of Montclair's participation in the reconstruction of the Central Avenue/State Route 60 interchange. SANBAG and Measure I will bear 41.2 percent of the total project cost related to the interchange work for what is considered existing traffic. The City of Chino will be responsible for the remaining 58.8 percent. Of that 58.8 percent share,

Prepared by: 	Fiscal Impact Finance Review: 
Proofed by: 	Reviewed and Approved By: 

the City of Montclair would be responsible for 1 percent.

FISCAL IMPACT: Agreement No. 15-63 includes an estimate of the total project cost for the subject project of \$20,591,000. The City of Chino's 58.8 percent share of this cost is \$12,493,964, with Montclair's 1 percent portion equaling \$124,940. The City of Montclair currently has \$1,554,036.69 in its Development Impact Fee Fund for regional projects. Therefore, sufficient funds are available for this contribution to the City of Chino project.

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

1. Approve Agreement No. 15-63 with the City of Chino for design and construction of interchange improvements at Central Avenue and State Route 60.
2. Authorize the City Manager to sign Agreement No. 15-63.

REIMBURSEMENT AGREEMENT
Central Avenue at State Route 60 Interchange Improvements

THIS CONTRACT is entered into in the State of California by and between the City of Chino, hereinafter called "CHINO", and the City of Montclair, hereinafter called "MONTCLAIR".

IT IS HEREBY AGREED AS FOLLOWS:

WITNESSETH

WHEREAS, MONTCLAIR and CHINO (hereinafter collectively referred to as "Party" or "Parties") desire to cooperate and jointly participate in a proposed project that would include widening of the existing eastbound and westbound on ramps and the existing Central Avenue Bridge Overcrossing (hereinafter referred to as "PROJECT"); and

WHEREAS, the PROJECT shall be of mutual benefit to CHINO, County of San Bernardino (COUNTY) and MONTCLAIR; and

WHEREAS, CHINO will front all PROJECT costs and will seek reimbursement from COUNTY for COUNTY's share of cost under a separate agreement between CHINO and COUNTY; and

WHEREAS, as a result of the above recital, COUNTY is a not a party to this Agreement, nor is COUNTY a third party beneficiary under this Agreement; and

WHEREAS, CHINO and San Bernardino Associated Government (SANBAG) entered into a Cooperative Agreement (R14050) for Project Management, Planning, Environmental, PS&E, ROW, selection and retention of consultants, Construction, Construction Management, inspection and Construction Engineering related work. SANBAG agreed to diligently undertake and complete the said work. Performance of services under these consultant contracts shall be subject to the technical direction of SANBAG'S Director of Project Delivery, or his designee, with input and consultation from CHINO.

WHEREAS, it is anticipated that the funding for the design and construction of the PROJECT will be from SANBAG, COUNTY Gas Tax Funds assigned in the Fiscal Year 2020/21 Road Operations budget, local funds from CHINO and the MONTCLAIR; and

WHEREAS, PROJECT's total estimated design and construction cost is \$20,591,000; with SANBAG's share at \$8,097,036 (41.2%) and CHINO's share at \$12,493,964 (58.8%); and

WHEREAS, CHINO's share of the design and construction is provided by 91% CHINO in the amount of \$11,369,507, 1% MONTCLAIR in the amount of \$124,940, and 8% COUNTY in the amount of \$999,517 for a total of \$12,493,964 as set forth in Exhibit "A", attached hereto and incorporated herein by this reference; and

NOW, THEREFORE, IT IS MUTUALLY AGREED as follows:

1.0 MONTCLAIR AGREES TO:

1.1 Pay to CHINO, pursuant to paragraph 1.2, its proportionate share of the design and construction cost of the PROJECT, which shall be 1% of the actual design and construction cost of the CHINO's share of the PROJECT (see Exhibit A). MONTCLAIR's proportionate share of design and construction cost for the PROJECT is estimated at \$124,940 (1% of PROJECT). MONTCLAIR shall also be responsible for the payment of its share of any PROJECT design and construction cost increases pursuant to paragraphs 3.6, 3.7 below. In no event shall MONTCLAIR's proportionate share of design and construction cost of PROJECT exceed \$156,175 (MONTCLAIR's estimated share of construction cost for PROJECT plus twenty-five percent) absent a written amendment to this Agreement approved pursuant to paragraph 3.9.

- 1.2 Pay to CHINO, on a reimbursement basis, the sum set forth in paragraph 1.1, within sixty (60) days after receipt of an itemized statement as set forth in paragraph 2.4 of this Agreement setting forth all actual design and construction cost of PROJECT incurred by CHINO to date and which have not already been paid by MONTCLAIR, together with adequate documentation of said expenditures.

2.0 CHINO AGREES TO:

- 2.1 Monitor SANBAG's progress as the Lead Agency, for the design, construction, construction engineering, inspection, and construction management of the PROJECT. Right-of-way activities are not anticipated for the PROJECT and therefore are not part of this Agreement.
- 2.2 Pay 100% of its proportionate share (including MONTCLAIR's share) of the design, construction, construction engineering, inspection and construction management cost of the PROJECT, which shall be 92% of the actual design and construction cost of the PROJECT (see Exhibit A). CHINO's proportionate share of the design and construction cost for the PROJECT is estimated at \$12,493,964 (91% CHINO in the amount of \$11,369,507, 1% MONTCLAIR in the amount of \$124,940, and 8% COUNTY in the amount of \$999,517). CHINO shall also be responsible for the payment of its share of any PROJECT design and construction cost increases pursuant to paragraphs 3.6, 3.7 below. In no event shall CHINO's proportionate share of construction cost of PROJECT exceed \$15,617,455 (CHINO, MONTCLAIR, and COUNTY's estimated share of design and construction cost for PROJECT plus twenty-five percent) absent a written amendment to this Agreement approved pursuant to paragraph 3.9.
- 2.3 Submit to MONTCLAIR, upon completion of the project and formal acceptance, one invoice for MONTCLAIR's share of the total project with an itemized accounting of actual design and construction cost of PROJECT incurred by CHINO with adequate documentation of said expenditures, and a statement for MONTCLAIR's share of PROJECT design and construction cost. Construction costs shall be amended following CHINO and MONTCLAIR acceptance of the final construction cost accounting.

3.0 IT IS MUTUALLY AGREED:

- 3.1 CHINO agrees to indemnify, defend (with counsel approved by MONTCLAIR) and hold harmless the MONTCLAIR, its officers, employees, agents, and volunteers from any and all claims, actions, or losses, damages, and/or liability resulting from the CHINO's negligent acts or omissions which arise from CHINO's performance of its obligations under this Agreement.
- 3.2 MONTCLAIR agrees to indemnify, defend (with counsel approved by CHINO) and hold harmless the CHINO, its officers, employees, agents, and volunteers from any and all claims, actions, or losses, damages, and/or liability resulting from MONTCLAIR's negligent acts or omissions which arise from MONTCLAIR's performance of its obligations under this Agreement.
- 3.3 In the event the CHINO and/or the MONTCLAIR is found to be comparatively at fault for any claim, action, loss or damage which results from their respective obligations under the Agreement, the CHINO and/or MONTCLAIR shall indemnify the other to the extent of its comparative fault. Furthermore, if the CHINO or MONTCLAIR attempts to seek recovery from the other for Workers' Compensation benefits paid to an employee, the CHINO and MONTCLAIR agree that any alleged negligence of the employee shall not be construed against the employer of that employee.
- 3.4 In the event of litigation arising from this Agreement, each Party to the Agreement shall bear its own costs, including attorney(s) fees. This paragraph shall not apply to those costs and attorney(s) fees directly arising from any third party legal action against a Party to this Agreement and payable under paragraphs 3.1, 3.2 and 3.3.
- 3.5 CHINO and MONTCLAIR are authorized self-insured public entities for purposes of Professional Liability, Automobile Liability, General Liability, and Workers' Compensation and warrant that through their programs of self-insurance, they have adequate coverage or resources to protect against liabilities arising out of the performance of the terms, conditions or obligations of this Agreement.

- 3.6 The Parties acknowledge that final PROJECT design and construction costs may ultimately exceed current estimate of PROJECT construction costs. Any additional PROJECT design and construction cost resulting from increased bid prices, change orders, or arising from unforeseen site conditions, including Utility relocation (but not from requested additional work by the MONTCLAIR or CHINO, which is addressed in paragraph 3.7 below) over the estimated total of PROJECT's design and construction cost of \$20,591,000 (which is the sum of \$8,097,036 from SANBAG, \$11,369,507 from CHINO, \$999,517 from COUNTY and \$124,940 from MONTCLAIR), shall be borne by each Party in proportion as part of the Parties' respective obligations to pay the design and construction cost for the PROJECT up to the maximum amounts as set forth in paragraphs 1.1 and 2.2.
- 3.7 If either CHINO or MONTCLAIR requests additional work that is beyond the scope of the original PROJECT, and not considered by both Parties to be a necessary part of the PROJECT, said work, if approved by both Parties, will be paid solely by the agency requesting the work, unless both Parties agree by written amendment to allocate the cost in accordance with the percentage allocation provided herein, or in some other mutually acceptable manner by written amendment to this Agreement.
- 3.8 This Agreement shall be terminated upon project completion as described in Paragraph 3.12. In the event of cancellation as provided herein, all PROJECT costs required to be paid by the Parties prior to the effective date of cancellation shall be paid by the Parties in the same proportion as their respective contributions to the cost of the PROJECT.
- 3.9 This Agreement contains the entire agreement of the Parties with respect to subject matter hereof, and supersedes all prior negotiations, understandings, or agreements. No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing and signed by both Parties.
- 3.10 This Agreement shall be governed by the laws of the State of California. Any action or proceeding between CHINO and MONTCLAIR concerning the interpretation or enforcement of this Agreement, or which arises out of or is in any way connected with this Agreement or the PROJECT, shall be instituted and tried in the appropriate state court, located in the COUNTY , California.
- 3.11 Time is of the essence for each and every provision of this Agreement.
- 3.12 Except with respect to the Parties' indemnification obligations contained herein, this Agreement shall terminate upon completion of the PROJECT and payment of final billing by the MONTCLAIR for its share of the PROJECT costs.
- 3.13 Since the Parties or their agents have participated fully in the preparation of this Agreement, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for any or against any Party. Any term referencing time, days or period for performance shall be deemed calendar days. The captions of the various articles and paragraphs are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content, or intent of this Agreement.
- 3.14 No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel, or otherwise.
- 3.15 If a court of competent jurisdiction declares any portion of this Agreement invalid, illegal, or otherwise unenforceable, the remaining provisions shall continue in full force and effect, unless the purpose of this agreement is frustrated.
- 3.16 This Agreement may be signed in counterparts, each of which shall constitute an original.

3.17 Unless otherwise provided, any reference to "days" shall mean calendar days.

3.18 The Recitals are incorporated into the body of this Agreement.

THIS AGREEMENT shall inure to the benefit of and be binding upon the successors and assigns of both Parties.

IN WITNESS WHEREOF, the Parties to these presents have hereunto set their hands.

CITY OF MONTCLAIR

CHINO OF CHINO

► By: _____
(Authorized signature - sign in blue ink)

By: ► _____
Matthew C. Ballantyne, City Manager

Name: Edward C. Starr, City Manager

Dated: _____

Dated: _____

By: _____
Jose Aire, Assistant City Manager

Dated: _____

Attest:

Attest:

By: _____

By: _____

Name: _____
Andrea M. Phillips, Deputy City Clerk

Name: _____
Angela Robles, City Clerk

Dated: _____

Dated: _____

Approved as to form:

Approved as to form:

By: _____

By: _____

Name: _____
City Attorney

Name: _____
City Attorney

Dated: _____

Dated: _____

EXHIBIT A
ESTIMATE OF PROJECT COSTS
FOR
CENTRAL AVENUE/STATE ROUTE 60 INTERCHANGE IMPROVEMENTS
IN THE CHINO AREA

The following is a breakdown of funding:

Description	Cost				
		SANBAG (41.2%)	Chino (58.8%)		
Design and Construction	\$19,653,000	\$8,097,036	\$11,555,964		
Project Management	\$938,000	\$0.00	\$938,000		
		\$12,493,964			
			Chino 91%	County 8%	Montclair 1%
	\$20,591,000	\$8,097,036	\$11,369,507	\$999,517	\$124,940

PROJECT SCHEDULE

Milestones	Estimated Completion Date
Environmental Approval	January 2017
Plans, Specifications & Estimate (PSE)	January 2019
Right of Way (ROW)	January 2019
Construction Start	June 2019
Completion for Beneficial Use	December 2020

EXHIBIT B

CONTRACT CHANGE ORDER REVIEW/APPROVAL

PROJECT:

**CENTRAL AVENUE AT STATE ROUTE 60
INTERCHANGE IMPROVEMENTS**

File: HXXXXX

Proposed Contract Change Order No. _____ has been reviewed in accordance with the existing agreement between the City of Chino and the City of Montclair for the above project and the following shall apply:

DATE OF CITY OF MONTCLAIR ACTION: ____/____/____

- APPROVED for Implementation with 100% Participation by CITY OF MONTCLAIR
- APPROVED Subject to Comments/Revisions Accompanying This Document
- APPROVED With Limited Funding Participation by MONTCLAIR
 - _____% of Actual Cost to be funded by MONTCLAIR
 - MONTCLAIR Participation Not to Exceed \$ _____
- DISAPPROVED -Not Acceptable to MONTCLAIR

Note: Approval under any of the above conditions shall in no case be construed as agreement to increase the total financial participation beyond that prescribed in the existing CITY OF CHINO and CITY OF MONTCLAIR agreements without separate amendment to said agreements. Net increases in costs deriving from this and previously approved Contract Change Orders shall not cause the total construction costs to exceed the sum of the authorized contract total and contingency amounts.

Comments, as follows and/or attached, are conditions of the above action? YES NO

SIGNED: _____

TITLE: _____

AGENDA REPORT

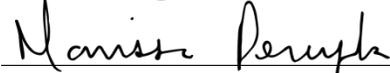
SUBJECT: CONSIDER APPROVAL OF AGREEMENT NO. 15-64 WITH SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY FOR CONSTRUCTION MANAGEMENT SERVICES FOR THE MONTE VISTA AVENUE/UNION PACIFIC RAILROAD GRADE SEPARATION PROJECT	DATE: August 3, 2015 SECTION: AGREEMENTS ITEM NO.: 3 FILE I.D.: STA110 DEPT.: PUBLIC WORKS
--	---

REASON FOR CONSIDERATION: The City is currently under contract with NCM Engineering Corporation for the design and development of construction drawings for the Monte Vista Avenue/Union Pacific Railroad Grade Separation Project. The City has requested that San Bernardino Associated Governments (SANBAG) provide construction management services for the construction contract once the design is complete, and to provide the funds necessary for construction. SANBAG, acting as the San Bernardino County Transportation Authority (Authority), has agreed to provide the funding and construction services, including advertising and awarding the construction contract, subject to the approval of a cooperative agreement between the City and the Authority. The agreement requires City Council approval.

A copy of proposed Agreement No. 15-64 with San Bernardino County Transportation Authority (SANBAG) is attached for the City Council's review and consideration.

BACKGROUND: In 2010, the grade separation project between the Union Pacific Railroad tracks and Ramona Avenue was successfully completed. Key to this completion was a cooperative agreement between SANBAG and the City for construction and construction management services. The City had been responsible for the development of construction documents for the project while SANBAG had provided much of the funds necessary for construction. SANBAG, at the City's request, also provided advertising, awarding, and construction management services for the project.

With the last remaining major grade separation project involving the Union Pacific Railroad tracks now under design, plans need to be developed for addressing the construction management needs for Monte Vista Avenue. Staff has again asked SANBAG, through its County Transportation Authority, to assist with construction management of this project. The Authority would solicit proposals from construction management firms, and with input from the City, select the best suited firm for this work. The Authority would award a contract to this firm and enter into an agreement. The Authority would also advertise and award a construction contract for the construction of the grade separation, using the construction management firm to manage that contract. Upon completion of the construction, a Notice of Completion would be recorded.

Prepared by:		Fiscal Impact Finance Review:	
Proofed by:		Reviewed and Approved By:	

FISCAL IMPACT: Construction cost, construction management, and project management are estimated to cost approximately \$19,600,000. Agreement No. 15-64 includes the following table:

Phase	Estimated Cost	<u>Shares per Nexus Study Before Buy Downs</u>	
		<u>Public Share</u>	<u>Development Share</u>
Construction Management	\$2,521,000	\$2,044,531	\$476,469
Construction Capital	\$16,805,000	\$13,628,855	\$3,176,145
SANBAG Project Management	\$275,000	\$0	\$275,000
TOTAL	\$19,601,000	\$15,673,386	\$3,927,614

Several terms within this table require further explanation. The Nexus Study is a program that began in 2005 with the passage of Measure I in November 2004. Measure I includes language prohibiting Measure I funds from being used to construct improvements necessary due to development occurring after 2004. Measure I requires development to pay its own way. Various types of road improvements are part of the Nexus Study, including railroad grade separation projects. Nexus projects require developer contributions, hence the term "Development Share." When the Development Share is applied to the total cost of construction, the effect is to "buy down" that cost. Other funds that may eventually buy down the cost of the project are the UPRR contribution (probably between \$500,000 and \$1,000,000) and a fund allocation from the California Public Utilities Commission (approximately \$5,000,000).

SANBAG will be responsible for the Public Share, though the total amount will likely be bought down with the contributions listed above. The Development Share will also be bought down through these same contributions. Buy down amounts will cause proportional adjustment of Public and Development Shares. Development Shares will be paid by the Regional Development Impact Fee Funds, fees that the City has been collecting since 2006. The current fund balance in the Regional Development Impact Fee Fund is \$1,554,036.69, less approximately \$125,000 committed to a City of Chino project at Central Avenue and State Route 60.

It is unlikely that the Regional fund balance will be \$3.9 million by the time it is needed, although it is likely that the actual Development Share will be lower than \$3.9 million once buy downs are factored in. However, in the event that sufficient funds are not available, there are a few options available to the City to offset any shortfall. A loan from various City funds could be arranged with repayment being made through future Regional Development Impact Fees being committed to the debt service. Possible loan sources include local Measure I funds, anticipated to be \$3.1 million over the next five years, and Lease Revenue Bond Proceeds. A similar loan arrangement could be made with SANBAG to advance the funding.

With respect to repaying any loan, over the next few months the City expects to collect Regional Transportation Development Impact fees worth approximately \$200,000 on housing developments already approved, \$284,000 on Orchard Plaza at Holt Boulevard and Ramona Avenue, \$110,000 for the Montclair Shoppes at Central Avenue and I-10, and potentially as much as \$1.3 million for improvements at Montclair Plaza.

RECOMMENDATION: Staff recommends the City Council approve Agreement No. 15-64 with San Bernardino County Transportation Authority for Construction Management Services for the Monte Vista Avenue/Union Pacific Railroad Grade Separation Project, subject to any modifications required by the City Attorney.

COOPERATIVE AGREEMENT NO. 15-1001297

BETWEEN

SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY

AND

CITY OF MONTCLAIR

FOR

**CONSTRUCTION PHASES FOR THE GRADE SEPARATION AT
MONTE VISTA AVENUE/UPRR IN THE CITY OF MONTCLAIR**

I. PARTIES AND TERM

- A. THIS COOPERATIVE AGREEMENT (“Agreement”) is made and entered into by and between the San Bernardino County Transportation Authority (hereinafter referred to as “AUTHORITY”) and the City of MONTCLAIR (CITY), (AUTHORITY and CITY may be referred to herein as a “Party” and collectively “Parties”).
- B. This Agreement shall terminate upon completion of AUTHORITY’s project management of the construction, or August 31, 2020, whichever is earlier in time, except that the indemnification provisions shall remain in effect until terminated or modified, in writing, by mutual agreement. Should any claims arising out of this Agreement be asserted against one of the Parties, the Parties agree to extend the fixed termination date of this Agreement until such time as the claims are settled, dismissed, or paid.

II. RECITALS

- A. WHEREAS, CITY intends to grade separate the Union Pacific Railroad (UPRR) crossing at Monte Vista Avenue in the City of MONTCLAIR by constructing a bridge to carry the Monte Vista Avenue traffic over the Union Pacific Railroad; and
- B. WHEREAS, planned improvements also include improvements to existing streets, sewers, storm drains, water mains, traffic signals, and related work necessitated by the grade separation and is defined as the “PROJECT”; and
- C. WHEREAS, the PROJECT is identified in the Measure I 2010-2040 Expenditure Plan and SANBAG Nexus Study (Nexus Study) prepared by the San Bernardino Associated Governments (SANBAG), and approved by the SANBAG Board of Directors on November 6, 2013; and
- D. WHEREAS, the Parties consider PROJECT to be high priority and are willing to participate in funding the PROJECT pursuant to the provisions of the Nexus Study; and

- E. WHEREAS, the Parties wish to enter into this Agreement to delineate roles, responsibilities, and funding commitments relative to the Construction activities of the PROJECT.
- F. WHEREAS, the project Construction phase is estimated to cost a total of \$19,601,000, which includes \$275,000 for the AUTHORITY to provide Project Management services for the Project; and
- G. WHEREAS, Project Management services for the Project includes coordination and involvement in final design, preconstruction, construction, and project closeout phases.
- H. WHEREAS, the CITY is the lead on completing the Environmental, Right of Way (ROW), and Final Design Phases of the project; and
- I. WHEREAS, the CITY desires AUTHORITY to provide project management services, estimated at \$275,000, for the Project, and understands it is the CITY's sole responsibility to pay 100% of actual AUTHORITY Project Management costs in accordance with AUTHORITY Measure I Strategic Plan Policy 40006/VMS-29 and -30; and
- J. WHEREAS, the Parties agree that AUTHORITY will act as the lead agency for the Construction phase of the Project; and
- K. WHEREAS, the remaining PROJECT cost, aside from AUTHORITY Project Management costs, for the Planning, Environmental, PS&E, ROW, and Construction phases is estimated at \$19,326,000, which shall be funded with 18.9% Development Share funds and 81.1% Public Share funds as defined by the Nexus Study and the SANBAG Measure I 2010-2014 Strategic Plan after application of any buy downs, as noted in Paragraphs "H" and "I" in Section V, in accordance with AUTHORITY Measure I Strategic Plan Policy 40001/VS-30.

NOW, THEREFORE, the Parties agree to the following:

III. AUTHORITY RESPONSIBILITIES

AUTHORITY agrees:

- A. To be lead agency on Project Management and Construction work on PROJECT, including the selection and retention of consultants. Performance of services under these consultant contracts shall be subject to the technical direction of the AUTHORITY's Director of Project Delivery, or his designee, with input and consultation from CITY.
- B. To contribute towards the Construction phase of the PROJECT cost an amount not to exceed \$15,673,386 as shown in Attachment A. The actual cost of a specific contract may ultimately vary from the estimates provided in Attachment A, however, under no circumstances is the total combined AUTHORITY contribution to exceed \$15,673,386 without an amendment to this Agreement.
- C. To prepare and submit to CITY an original and one copy of signed invoices for reimbursement of eligible PROJECT expenses. Invoices may be submitted to CITY as frequently as monthly.

- D. To establish and maintain an accounting system conforming to Generally Accepted Accounting Principles (GAAP) to support AUTHORITY's request for reimbursement, payment vouchers, or invoices which segregate and accumulate costs of PROJECT Management and Construction work elements, and produce monthly reports which clearly identify reimbursable costs, matching fund costs, indirect cost allocation, and other allowable expenditures by AUTHORITY.
- E. To prepare a final accounting of expenditures, including a final invoice for the actual PROJECT Management and Construction costs. The final accounting and invoice shall be submitted no later than one hundred and twenty (120) calendar days following the completion of work and shall be submitted to CITY. The invoice shall include a statement that these PROJECT funds were used in conformance with this Agreement and for those PROJECT-specific Construction work activities.
- F. To cooperate in having a PROJECT-specific audit completed by CITY, at its option, upon completion of the PROJECT Construction work. The audit should justify and validate that all funds expended on the PROJECT were used in conformance with this Agreement.
- G. To reimburse CITY for costs that are determined by subsequent audit to be unallowable within ninety (90) calendar days of AUTHORITY receiving notice of audit findings, which time shall include an opportunity for AUTHORITY to respond to and/or resolve the finding. Should the finding not be otherwise resolved and AUTHORITY fails to reimburse monies due CITY within ninety (90) calendar days of audit finding, or within such other period as may be agreed between both Parties hereto, the CITY's Council reserves the right to withhold future payments due AUTHORITY from any source under CITY's control.
- H. To obtain the federal funding obligation (i.e., FNM-76/E-76), as needed, from Caltrans Local Assistance.
- I. To include CITY in Weekly Construction progress meetings and related communications on PROJECT progress as well as to provide CITY with copies of progress meeting minutes and action items.
- J. To cooperate in securing and fully complying with its obligations in a Public Highway Overpass Crossing Agreement ("UPRR Overpass Agreement"), by and among UPRR, CITY, and AUTHORITY.
- K. To provide CITY an opportunity to review and comment on the Construction documents.
- L. To serve as the Legally Responsible Person (LRP) for the PROJECT per the statewide Construction General Permit Order No. 2009-009-DWQ, NPDES No. CAS000002, Appendix 5. As the construction of the PROJECT is being administered by AUTHORITY the control of the contract by AUTHORITY does not make CITY eligible to be the LRP to sign the Notice of Intent or their related documents identified in the General Construction Permit (GCP). This Condition qualifies as a special circumstance under the GCP and CITY may authorize the controlling agency to be the LRP for the PROJECT. The CITY's LRP authorizes a representative of AUTHORITY to be designated the "Legally Responsible Person" as noticed in Appendix 5 of the General Construction Permit.

- M. Through its consultants, to administer and inspect all construction work for compliance with the PROJECT plans and specifications.
- N. To be responsible for providing all information to the public regarding the PROJECT's construction in accordance with a mutually acceptable Public Outreach Program established for construction of PROJECT. AUTHORITY will provide the necessary information as needed to keep the public informed of the status, progress, and closures, with coordination with CITY.
- O. To provide written notice to CITY upon AUTHORITY's determination that the Project is substantially completed in accordance with the plans and specifications. For the purposes of this Agreement, "substantially completed" shall mean that the Project can be reasonably used for its intended purposes, notwithstanding that certain nonmaterial work remains to be completed, it being understood that AUTHORITY shall promptly pursue the completion of said nonmaterial work.
- P. Upon completion of construction of PROJECT, AUTHORITY shall deliver to CITY a complete set of redline "as-built" plans of the PROJECT for final preparation of "as-built" plans by CITY.

IV. CITY RESPONSIBILITIES

CITY agrees:

- A. To provide the PROJECT construction bid package and Resident Engineer Files, including the PS&E to AUTHORITY. CITY to provide approval of the PS&E by means of a signature and stamp of approval on the PS&E package. CITY design consultants shall be responsible for the professional quality, technical accuracy, and coordination of all PS&E services. Design consultants may be liable for PROJECT costs resulting from errors or deficiencies, fines, penalties, and damages in services furnished.
 - 1. When a modification to a construction contract is required because of an error or deficiency in the PS&E services provided by CITY, AUTHORITY (with the advice of technical personnel and legal counsel) shall consider the extent to which the design consultant is responsible.
 - 2. CITY shall enforce the liability and collect the amount due, if the recoverable cost will exceed the administrative cost involved or is otherwise in the PROJECT's interest.
- B. To provide and be responsible for all design and environmental consultant(s) Construction Support services required for PROJECT construction. CITY to provide AUTHORITY with final "as-built" plans of PROJECT for AUTHORITY's records.
- C. To participate in consultant selection for construction management services for this PROJECT.

- D. To secure all right-of-way (fee, permanent easements, temporary construction easements, and/or rights of entry) necessary for construction and to allow access to such acquired property to AUTHORITY and its designees for PROJECT construction purposes.
- E. To secure all utility agreements for relocations necessary for construction of PROJECT.
- F. To secure and fully comply with its obligations in a UPRR Overpass Agreement, by and among UPRR, CITY, and AUTHORITY.
- G. To include AUTHORITY in Project Development Team (PDT) meetings and related communications on PROJECT progress as well as to provide AUTHORITY with copies of PDT meeting minutes and action items.
- H. To secure all design, right-of-way and environmental certifications and permits, and other permits as appropriate to satisfy requirements of said permits in accordance with the terms outlined in the respective permits. The contractor(s) shall obtain and pay fees for all other non-environmental and non-City permits required for the construction of the PROJECT.
- I. To approve AUTHORITY to serve as the LRP for the PROJECT per the Statewide Construction General Permit Order No. 2009-009-DWQ, NPDES No. CAS000002, Appendix 5.
- J. To reimburse AUTHORITY for the Development Share of actual costs incurred for the Construction phase of the PROJECT and up to \$275,000 for SANBAG Project Management as shown in Attachment A. The actual cost of a specific contract may ultimately vary from the estimates provided in Attachment A, however, under no circumstances is the total combined CITY contribution to exceed \$3,927,614 without an amendment to this Agreement.
- K. To reimburse AUTHORITY within 30 days after AUTHORITY submits an original and one copy of the signed invoices in the proper form covering those actual allowable PROJECT expenditures and SANBAG management that were incurred by AUTHORITY. Invoices may be submitted to CITY as frequently as monthly.
- L. When conducting an audit of the costs claimed under the provisions of this Agreement, to rely to the maximum extent possible on any prior audit of AUTHORITY performed pursuant to the provisions of State and Federal laws. In the absence of such an audit, work of other auditors will be relied upon to the extent that work is acceptable to CITY when planning on conducting additional audits.
- M. To designate a responsible staff member that will be CITY's representative in attending the PDT meetings, receiving day-to-day communication and reviewing the project documents.
- N. To pay all costs of additional work that is requested by CITY and that is beyond the scope of the original PROJECT.
- O. To seek California Public Utilities Commission (PUC) Section 190 fund allocation for PROJECT.

- P. To accept in writing the PROJECT within thirty (30) days of receipt of written notice from AUTHORITY that the PROJECT is substantially completed as described by Paragraph “O” in Section III, which acceptance shall not be unreasonably withheld or delayed. Withholding or delaying acceptance because of nonmaterial work remaining to be completing shall be deemed unreasonable.
- Q. CITY’s Director of Public Works is authorized to act on behalf of CITY under this Section of the Agreement.
- R. CITY shall provide all City permits and shall waive City fees required to construct the PROJECT. The contractors shall obtain and pay the fees for all other non-City permits required for the construction of the PROJECT.

V. MUTUAL RESPONSIBILITIES

The Parties agree:

- A. To abide by all applicable Federal, State, and Local laws and regulations pertaining to the PROJECT, including policies in the applicable program in the Measure I 2010-2040 Strategic Plan, as amended, as of the Effective Date of this Agreement.
- B. AUTHORITY shall notify CITY of the bids received and the amounts thereof. Within ten (10) days thereafter, AUTHORITY shall determine the construction cost of the PROJECT. If the construction cost is over the capital costs shown in Attachment A, Project Funding Table for the Construction Phase, the Parties agree to meet and confer in good faith to determine how to resolve any potential cost overruns beyond the respective program funding limits.
- C. In the event AUTHORITY determines Project Management costs may exceed the amounts identified in Attachment A of this Agreement, AUTHORITY shall inform CITY of this determination and thereafter the Parties shall work together in an attempt to agree upon an amendment to the amounts identified this Agreement. In no event, however, shall any of the Parties be responsible for PROJECT costs in excess of the amounts identified in this Agreement absent a written amendment that is approved by all Parties.
- D. Eligible PROJECT reimbursements shall include only those costs incurred by AUTHORITY for PROJECT-specific work activities that are described in this Agreement and shall not include escalation or interest.
- E. All contract change orders for the PROJECT shall be approved by AUTHORITY. With respect to a change order exceeding \$210,000, AUTHORITY agrees to first provide such change order to CITY to review and reasonably concur prior to AUTHORITY approval of change orders. Such CITY concurrence shall not be unreasonably withheld or delayed. Claims from the contractor will be resolved using AUTHORITY’s procedures. AUTHORITY will consult with CITY prior to settling any claims, and CITY shall be responsible for funding its share of all settled claims and change orders for the PROJECT.

- F. AUTHORITY is not responsible for maintenance of any facilities constructed as part of this Agreement upon completion of the construction contract.
- G. This Agreement is expressly subordinated to any bonds, notes, certificates, or other evidences of indebtedness involved in bond financings as are now outstanding or as may hereafter be issued by AUTHORITY.
- H. The PROJECT construction is funded by a variety of private, federal, state, and local sources. AUTHORITY will request obligation for all federal funds and request allocations for state funds for the construction phase of the PROJECT. The following fund types are anticipated to be utilized by AUTHORITY on the project:
1. State and Federal
 - i. SAFETEA-LU – Projects of National and Regional Significance (PNRS) funds are anticipated to be used as Public Share.
 - ii. Trade Corridors Improvement Funds (TCIF) funds are anticipated to be used as Public Share.
 2. Local
 - i. Measure I Valley Major Street Program (Grade Separations) funds are anticipated to be used as Public Share.
 - ii. City Development Impact Fee funds are anticipated to be used as Development Share.
 3. Private
 - i. Union Pacific Railroad (UPRR) funds are anticipated to be used to buy down Project costs.
- I. CITY has applied to be on the priority list for a Project allocation from the PUC. CITY will diligently seek to comply with all requirements to submit an allocation request for a \$5 million allocation from the PUC. Should such funding be secured for the project, CITY will request payment from Caltrans. All PUC funds will buy down Project costs.
- J. CITY, independent of PROJECT, is responsible for any hazardous material (including but not limited to hazardous waste) found within PROJECT limits that may require removal and disposal pursuant to federal or state law. AUTHORITY will undertake hazardous material management activities with minimum impact to PROJECT schedule. CITY will pay all costs associated with hazardous material activities including management costs of AUTHORITY.
- K. Neither AUTHORITY nor any officer, director, employee or agent thereof is responsible for any injury, damage or liability occurring or arising by reason of anything done or omitted to be done by CITY under or in connection with any work, authority or jurisdiction delegated to CITY under this Agreement. It is understood and agreed that, pursuant to Government Code Section 895.4, CITY shall fully defend, indemnify and save harmless AUTHORITY, its officers, directors, employees or agents from all claims, suits or actions of every name, kind and description brought for or on account of injury (as defined by Government Code Section 810.8) occurring by reason of anything done or omitted to be done by CITY under or in connection with any work, authority or jurisdiction delegated to CITY under this Agreement.

- L. Neither CITY nor any officer, director, employee or agent thereof is responsible for any injury, damage or liability occurring or arising by reason of anything done or omitted to be done by AUTHORITY and under or in connection with any work, authority or jurisdiction delegated to AUTHORITY under this Agreement. It is understood and agreed that, pursuant to Government Code Section 895.4, AUTHORITY shall fully defend, indemnify and save harmless CITY, its officers, directors, employees or agents from all claims, suits or actions of every name, kind and description brought for or on account of injury (as defined by Government Code Section 810.8) occurring by reason of anything done or omitted to be done by AUTHORITY under or in connection with any work, authority or jurisdiction delegated to AUTHORITY under this Agreement.
- M. This Agreement will be considered terminated upon reimbursement of eligible costs by CITY. Notwithstanding any other provision herein, to the extent consistent with the terms and obligations hereof, any Party may terminate this Agreement at any time, with or without cause, by giving thirty (30) calendar days written notice to all the other Parties. In the event of a termination, the Party terminating this Agreement shall be liable for: 1) any costs or other obligations it or the other Party may have incurred under the terms of the Agreement prior to termination; and 2) the costs of returning the Project site to a mutually acceptable condition.
- N. The Recitals to this Agreement are true and correct and are incorporated into this Agreement.
- O. All signatories hereto warrant that they are duly authorized to execute this Agreement on behalf of said Parties and that by executing this Agreement, the Parties hereto are formally bound to this Agreement.
- P. Except on subjects preempted by federal law, this Agreement shall be governed by and construed in accordance with the laws of the State of California. All Parties agree to follow all local, state, county and federal laws and ordinances with respect to performance under this Agreement.
- Q. The Parties agree that each Party and any authorized representative, designated in writing to the Parties, and upon reasonable notice, shall have the right during normal business hours to examine all Parties' financial books and records with respect to this Agreement. The Parties agree to retain their books and records for a period of five (5) years from the later of: a) the date on which this Agreement terminates; or b) the date on which such book or record was created.
- R. If any clause or provisions of this Agreement is illegal, invalid, or unenforceable under applicable present or future laws, then it is the intention of the Parties that the remainder of this Agreement shall not be affected but shall remain in full force and effect.
- S. This Agreement cannot be amended or modified in any way except in writing, signed by all Parties hereto.
- T. Neither this Agreement, nor any of the Parties' rights, obligations, duties, or authority hereunder may be assigned in whole or in part by either Party without the prior written

consent of the other Party in its sole, and absolute, discretion. Any such attempt of assignment shall be deemed void and of no force and effect.

- U. No waiver of any default shall constitute a waiver of any other default whether of the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel, or otherwise.
- V. In the event of litigation arising from this Agreement, each Party to this Agreement shall bear its own costs, including attorney(s) fees. This paragraph shall not apply to the costs or attorney(s) fees relative to paragraphs J and K of this Section.
- W. This Agreement may be signed in counterparts, each of which shall constitute an original. This Agreement is effective and shall be dated on the date executed by AUTHORITY.
- X. Any notice required, authorized or permitted to be given hereunder or any other communications between the Parties provided for under the terms of this Agreement shall be in writing, unless otherwise provided for herein, and shall be served personally or by reputable courier addressed to the relevant party at the address/fax number stated below:

If to AUTHORITY: Garry Cohoe
Director of Project Delivery
1170 West Third Street, Second Floor
San Bernardino, CA 92410-1715
Telephone: (909) 884-8276

If to CITY: Michael C. Hudson
Public Works Director
5111 Benito Street
Montclair, CA 91763
909-625-9441

- Y. There are no third party beneficiaries, and this Agreement is not intended, and shall not be construed to be for the benefit of, or be enforceable by, any other person or entity whatsoever.
- Z. Attachment A is attached to and incorporated herein by this reference.

SIGNATURES ON FOLLOWING PAGE:

**SIGNATURE PAGE TO
COOPERATIVE AGREEMENT NO. 15-1001297
BETWEEN
SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY
and CITY OF MONTCLAIR**

**SAN BERNARDINO COUNTY
TRANSPORTATION AUTHORITY**

CITY OF MONTCLAIR

By: _____
Ryan McEachron
President, Board of Directors

By: _____
Paul M. Eaton
Mayor

Date: _____

Date: _____

APPROVED AS TO FORM

APPROVED AS TO FORM:

By: _____
Eileen Monaghan Teichert
General Counsel

By: _____
Diane Robbins
City Attorney

ATTEST

By: _____
Jeffery Hill
Procurement Manager

By: _____
Andrea M. Phillips
Deputy City Clerk

Attachment A

PROJECT DESCRIPTION

The CITY of Montclair and SANBAG propose to construct a grade separation crossing at Monte Vista Avenue Union Pacific Railroad Crossing. The cost estimate for the construction phase of the project is approximately \$19,601,000.

PROJECT FUNDING TABLE

Public Share: 81.1%- \$15,673,386 before buy downs

Nexus Development Impact Fee Share (DIF, “Development Share” or “Local Share”): 18.9%- \$3,927,614 before buy downs

Phase	Estimated Cost ¹	Shares per Nexus Study Before Buy Downs ²	
		Public Share	Development Share
Construction Management	\$2,521,000	\$2,044,531	\$476,469
Construction Capital	\$16,805,000	\$13,628,855	\$3,176,145
SANBAG Project Management ³	\$275,000	\$0	\$275,000
TOTAL	\$19,601,000	\$15,673,386	\$3,927,614

¹ Estimated Costs are based on April 2015 estimates.

² Any future UPRR project contribution or PUC allocation will buy down total project cost in accordance with Measure I Strategic Plan Policy 40001/VS-30. Buy down amounts will cause proportional adjustment of Public and Development Shares.

³ In accordance with Measure I Strategic Plan Policy VMS-29 and VMS-30 SANBAG Project Management costs are to be paid solely by Development Share.

PROJECT SCHEDULE

Currently the Monte Vista Avenue Grade Separation schedule is as shown here below with approximate milestones:

Milestones	Estimated Completion Date
Environmental Approval	Summer 2013
Plans, Specifications & Estimate (PSE)	Winter 2016
Right of Way (ROW)	Winter 2013
Construction Start	Winter 2017
Completion for Beneficial Use	Summer 2018

AGENDA REPORT

SUBJECT: CONSIDER AMENDING THE FISCAL YEARS 2013-2018 CAPITAL IMPROVEMENT PROGRAM BY DELETING THE GAS TAX FUNDING SOURCE FOR THE TRAFFIC SIGNAL IMPROVEMENT PROJECT AT CENTRAL AVENUE AND SAN BERNARDINO STREET

CONSIDER APPROPRIATION OF \$120,000 FROM THE LEASE REVENUE BOND PROCEEDS FOR THE TRAFFIC SIGNAL IMPROVEMENT PROJECT AT CENTRAL AVENUE AND SAN BERNARDINO STREET

CONSIDER AWARD OF CONTRACT FOR THE TRAFFIC SIGNAL IMPROVEMENT PROJECT AT CENTRAL AVENUE AND SAN BERNARDINO STREET TO PTM GENERAL ENGINEERING SERVICES, INC., IN THE AMOUNT OF \$206,906

CONSIDER APPROVAL OF AGREEMENT NO. 15-65 WITH PTM GENERAL ENGINEERING SERVICES, INC., FOR CONSTRUCTION OF THE TRAFFIC SIGNAL IMPROVEMENT PROJECT AT CENTRAL AVENUE AND SAN BERNARDINO STREET

CONSIDER AUTHORIZATION OF A \$25,000 CONSTRUCTION CONTINGENCY

DATE: August 3, 2015

SECTION: AGREEMENTS

ITEM NO.: 4

FILE I.D.: SSP150

DEPT.: PUBLIC WORKS

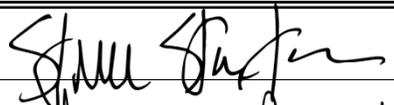
REASON FOR CONSIDERATION: Awards of contracts and agreements with the City require City Council approval.

Copies of Capital Project Funding Information for the Traffic Signal Improvement Project at Central Avenue and San Bernardino Street and proposed Agreement No. 15-65 with PTM General Engineering Services, Inc., are attached for the City Council's review and consideration.

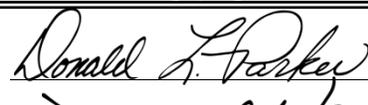
BACKGROUND: The Traffic Signal Improvement Project at Central Avenue and San Bernardino Street includes new traffic signal equipment that will allow for protected left turn phasing in all four directions, replacement of non-compliant Americans with Disabilities Act (ADA) pedestrian ramps, removal of existing asphalt concrete pavement markings, and the addition of new striping and notification signs.

On Thursday, July 16, 2015, the Deputy City Clerk received and opened eight bid proposals for construction of the Traffic Signal Improvement Project at Central Avenue and San Bernardino Street. The bid results are shown on the following page. Following

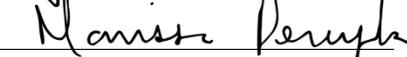
Prepared by:



Fiscal Impact
Finance Review:



Proofed by:



Reviewed and
Approved By:



the bid opening, the eight bid proposals were reviewed for completeness and accuracy. The bid proposal of the apparent low bidder, PTM General Engineering Services, Inc., was reviewed for completeness and accuracy and was determined to meet Disadvantaged Business Enterprise (DBE) requirements. PTM General Engineering Services, Inc., provided all the required documents and was deemed the lowest responsible, responsive bidder for the project. PTM General Engineering Services, Inc., has never performed construction services within the City and a reference check was performed. PTM General Engineering Services, Inc., is known to have the personnel, equipment, and job experience necessary to complete this contract in accordance with the plans and specifications.

<i>Contract</i>	<i>Bid Amount</i>
<i>Engineer's Estimate</i>	<i>\$ 205,000</i>
PTM General Engineering Services Inc.	206,906
Raudel Martinez/Robert Ruffinen	208,860
L.A. Traffic Signal Transportation, Inc.	213,900
California Professional Engineering, Inc.	216,000
DBX, Inc.	223,187
VT Electric, Inc.	257,500
Select Electric, Inc.	264,911
Elecnor Belco Electric, Inc.	269,888

FISCAL IMPACT: In 2013, staff introduced the Traffic Signal Improvement Project to City Council and recommended that Council amend the CIP and add the project. At the time of adoption, staff recommended the use of Gas Tax funds for the project. Staff then prepared and submitted an application for Federal Funding through Caltrans under the Highway Safety Improvement (HSIP) Program. In November of 2013, the City received notification that the project was approved and \$112,500 was allocated from HSIP toward the cost of construction. The City is required to entirely fund the cost of construction and the allocation of \$112,500 from HSIP would be reimbursed to the City following the completion of construction.

Since the time of the CIP amendment, staff has reconsidered the funding source for the project and now proposes the use of \$120,000 from Lease Revenue Bond Proceeds. The change in funding is included in the staff recommendations.

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

1. Amend the Fiscal Years 2013–2018 Capital Improvement Program by deleting the Gas Tax funding source for the Traffic Signal Improvement Project at Central Avenue and San Bernardino Street.
2. Appropriate \$120,000 from the Lease Revenue Bond Proceeds for the Traffic Signal Improvement Project at Central Avenue and San Bernardino Street.
3. Award contract for construction of the Traffic Signal Improvement Project at Central Avenue and San Bernardino Street to PTM General Engineering Services, Inc., in the amount of \$206,906.
4. Approve Agreement No. 15–65 with PTM General Engineering Services, Inc., for construction of the Traffic Signal Improvement Project at Central Avenue and San Bernardino Street.
5. Authorize a \$25,000 construction contingency.

Infrastructure Fund Capital Project Funding Information

Project Name: Central Avenue/San Bernardino Street Signal Modifications
 Project Details: This project will add protected left turn phasing for both east/west and north/south directions at Central Avenue and San Bernardino Street to address safety issues at this intersection

Preparation Date: January 13, 2014 Department: Public Works Estimated Start Date: January 2014
 Project No. (Assigned by Finance): _____ Contact/Ext.: Michael C. Hudson

Phase	Fiscal Years			Total	Estimated Completion	Grant Billing Date	Fund/Program (Fund Name & Number)
	Prior Years	2013/2014	2014/2015				
Environmental		10,000.00		10,000.00			Lease Revenue
Design		10,000.00		10,000.00			Bond Proceeds (LRBP)
R/W Acquisition							LRBP
Construction		112,500.00		112,500.00	12-31-2015	01-30-2016	HSIP Federal Grant
Construction		120,000.00		120,000.00			LRBP
Constr. Admin.		5,000.00		5,000.00			LRBP
Total	0.00	257,500.00	0.00	257,500.00			

Approvals: _____ By: *MCH* Date: January 13, 2014
 Department: Public Works Department
 Finance By: _____ Date: _____
 City Council Date: January 21, 2014 Total Project Cost: \$257,500.00
 Revision Number: 7/27/2015

KNOW ALL MEN BY THESE PRESENTS: That the following Agreement is made and entered into as of the date executed by the City Clerk and the Mayor, by and between **PTM General Engineering Services, Inc.**, hereinafter referred to as "CONTRACTOR," and the CITY OF MONTCLAIR, hereinafter referred to as "CITY."

A. Recitals.

- (i) Pursuant to Notice Inviting Sealed Bids or Proposals, bids were received, publicly opened, and declared on the date specified in said notice.
- (ii) CITY did accept the bid of CONTRACTOR.
- (iii) CITY has authorized the City Clerk and Mayor to enter into a written contract with CONTRACTOR for furnishing labor, equipment, and material for the construction of:

**TRAFFIC SIGNAL IMPROVEMENT PROJECT AT
CENTRAL AVENUE AND SAN BERNARDINO STREET**

"PROJECT" hereinafter.

B. Resolution.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, it is agreed:

1. GENERAL SCOPE OF WORK: CONTRACTOR shall furnish all necessary labor, tools, materials, appliances, and equipment for and do all work contemplated and embraced for the PROJECT. Said PROJECT to be performed in accordance with specifications and standards on file in the Office of the City Engineer and in accordance with bid prices hereinafter mentioned and in accordance with the instructions of the Engineer.

2. INCORPORATED DOCUMENTS TO BE CONSIDERED COMPLEMENTARY: The aforesaid specifications are incorporated herein by reference thereto and made a part hereof with like force and effect as if all of said documents were set forth in full herein. Said documents, the Notice Inviting Bids, the Instructions to Bidders, the Proposal and any City-issued addenda, together with this written Agreement, shall constitute the contract between the parties. This contract is intended to require a complete and finished piece of work and anything necessary to complete the work properly and in accordance with the law and lawful governmental regulations shall be performed by the CONTRACTOR whether set out specifically in the contract or not. Should it be ascertained that any inconsistency exists between the aforesaid documents and this written Agreement, the provisions of this written Agreement shall control.

3. TERMS OF CONTRACT: The CONTRACTOR agrees to execute the contract within ten (10) calendar days from the date of notice of award of the contract and to complete his portion of PROJECT within the time specified in the Special Provisions. CONTRACTOR agrees further to the assessment of liquidated damages in the amount specified in the Special Provisions or the Standard Specifications, whichever is higher, for each calendar day PROJECT remains incomplete beyond the expiration of the completion date. CITY may deduct the amount thereof from any moneys due or that may

become due the CONTRACTOR under this contract. Progress payments made after the scheduled date of completion shall not constitute a waiver of liquidated damages.

4. **INSURANCE:** The CONTRACTOR shall not commence work under this contract until he has obtained all insurance required hereunder in a company or companies acceptable to CITY nor shall the CONTRACTOR allow any subcontractor to commence work on his subcontract until all insurance required of the subcontractor has been obtained. The CONTRACTOR shall take out and maintain at all times during the life of this contract the following policies of insurance:

a. Compensation Insurance: Before beginning work, the CONTRACTOR shall furnish to the Engineer a policy of insurance or proper endorsement as proof that he has taken out full compensation insurance for all persons whom he may employ directly or through subcontractors in carrying out the work specified herein, in accordance with the laws of the State of California. Such insurance shall be maintained in full force and effect during the period covered by this contract.

In accordance with the provisions of § 3700 of the California Labor Code, every contractor shall secure the payment of compensation to his employees. CONTRACTOR, prior to commencing work, shall sign and file with CITY a certification as follows:

"I am aware of the provisions of § 3700 of the 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 contract."

b. For all operations of the CONTRACTOR or any subcontractor in performing the work provided for herein, insurance with the following minimum limits and coverage:

- (1) Public Liability – Bodily Injury (not auto) \$1,000,000 each person; \$2,000,000 each accident.
- (2) Public Liability – Property Damage (not auto) \$500,000 each accident; \$1,000,000 aggregate.
- (3) Contractor's Protective – Bodily Injury \$1,000,000 each person; \$2,000,000 each accident.
- (4) Contractor's Protective – Property Damage \$500,000 each accident; \$1,000,000 aggregate.
- (5) Automobile – Bodily Injury \$1,000,000 each person; \$2,000,000 each accident.
- (6) Automobile – Property Damage \$500,000 each accident.

c. The policy of insurance provided for in subparagraph a. shall contain an endorsement which:

- (1) Waives all right of subrogation against all persons and entities specified in subparagraph 4.d.(2) hereof to be listed as additional insureds in the policy of insurance provided for in paragraph b. by reason of any claim arising out of or connected with the operations of CONTRACTOR or any subcontractor in performing the work provided for herein;
 - (2) Provides it shall not be canceled or altered without thirty (30) days' written notice thereof given to CITY by registered mail.
- d. Each such policy of insurance provided for in paragraph b. shall:
- (1) Be issued by an insurance company approved in writing by CITY, which is qualified to do business in the State of California;
 - (2) Name as additional insureds the CITY, its officers, agents and employees, and any other parties specified in the bid documents to be so included;
 - (3) Specify it acts as primary insurance and that no insurance held or owned by the designated additional insureds shall be called upon to cover a loss under said policy;
 - (4) Contain a clause substantially in the following words:

"It is hereby understood and agreed that this policy may not be canceled nor the amount of the coverage thereof reduced until thirty (30) days after receipt by CITY of a written notice of such cancellation or reduction of coverage as evidenced by receipt of a registered letter."
 - (5) Otherwise be in form satisfactory to CITY.
- e. The CONTRACTOR shall at the time of the execution of the contract present the original policies of insurance required in paragraphs a. and b., hereof, or present an endorsement of the insurance company, showing the issuance of such insurance, and the additional insureds and other provisions required herein.

5. CONTRACTOR'S LIABILITY: The City of Montclair and its respective officers, agents and employees shall not be answerable or accountable in any manner for any loss or damage that may happen to the project or any part thereof, or for any of the materials or other things used or employed in performing the project; or for injury or damage to any person or persons, either workmen, employees of the CONTRACTOR or his subcontractors or the public, whatsoever arising out of or in connection with the performance of the project. The CONTRACTOR shall be responsible for any damage or injury to any person or property resulting from defects or obstructions or from any cause whatsoever, except the sole negligence or willful misconduct of CITY, its employees, servants, or independent contractors who are directly responsible to CITY during the progress of the project or at any time before its completion and final acceptance.

The CONTRACTOR will indemnify CITY against and will hold and save CITY harmless from any and all actions, claims, damages to persons or property, penalties, obligations, or liabilities that may be asserted or claimed by any person, firm, entity, corporation, political subdivision, or other organization arising out of or in connection with the work, operation, or activities of the CONTRACTOR, his agents, employees, subcontractors, or invitees provided for herein, whether or not there is concurrent passive or active negligence on the part of CITY but excluding such actions, claims, damages to persons or property, penalties, obligations, or liabilities arising from the sole negligence or willful misconduct of CITY, its employees, servants, or independent contractors who are directly responsible to CITY and in connection therewith:

- a. The CONTRACTOR will defend any action or actions filed in connection with any of said claims, damages, penalties, obligations, or liabilities and will pay all costs and expenses including attorneys' fees incurred in connection therewith.
- b. The CONTRACTOR will promptly pay any judgment or award rendered against the CONTRACTOR or CITY covering such claims, damages, penalties, obligations, and liabilities arising out of or in connection with such work, operations, or activities of the CONTRACTOR hereunder or reasonable settlement in lieu of judgment or award, and the CONTRACTOR agrees to save and hold the CITY harmless therefrom.
- c. In the event CITY is made a party to any action or proceeding filed or prosecuted against the CONTRACTOR for damages or other claims arising out of or in connection with the project, operation, or activities of the CONTRACTOR hereunder, the CONTRACTOR agrees to pay to CITY any and all costs and expenses incurred by CITY in such action or proceeding together with reasonable attorneys' fees.

Money due to the CONTRACTOR under and by virtue of the contract, as shall be considered necessary by CITY, may be retained by CITY until disposition has been made of such actions or claims for damage as aforesaid.

6. NONDISCRIMINATION: No discrimination shall be made in the employment of persons upon public works because of the race, color, sex, sexual preference, sexual orientation, or religion of such persons; and every contractor for public works violating this section is subject to all the penalties imposed for a violation of Division 2, Part 7, Chapter 1 of the Labor Code in accordance with the provisions of § 1735 of said Code.

7. INELIGIBLE SUBCONTRACTORS: The CONTRACTOR shall be prohibited from performing work on this project with a subcontractor who is ineligible to perform on the project pursuant to § 1777.1 and § 1777.7 of the Labor Code.

8. CONTRACT PRICE AND PAYMENT: CITY shall pay to the CONTRACTOR for furnishing the material and doing the prescribed work the unit prices set forth in accordance with CONTRACTOR's Proposal dated **June 1, 2015**.

9. ATTORNEYS' FEES: In the event that any action or proceeding is brought by either party to enforce any term or provision of this Agreement, the prevailing party shall recover its reasonable attorneys' fees and costs incurred with respect thereto.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be duly executed with all the formalities required by law on the respective dates set forth opposite their signatures.

CONTRACTOR:

CITY:

**PTM GENERAL ENGINEERING
SERVICES INC.**

CITY OF MONTCLAIR, CALIFORNIA

5942 Acorn Street
Riverside, CA 92504

By: _____

Name

Paul M. Eaton
Mayor

Title

ATTEST:

By: _____

Name

Andrea M. Phillips
Deputy City Clerk

Title

By: _____

Name

Title

AGENDA REPORT

SUBJECT: CONSIDER APPROVAL OF AGREEMENT NO. 15-66 WITH GEORGIA K9 NATIONAL TRAINING CENTER	DATE: August 3, 2015
	SECTION: AGREEMENTS
CONSIDER AUTHORIZING A \$16,367 APPROPRIATION FROM THE PUBLIC SAFETY GRANT FUND TO PURCHASE A BLOODHOUND AND RELATED SAFETY EQUIPMENT FOR LAW ENFORCEMENT OPERATIONS	ITEM NO.: 5
	FILE I.D.: PDT050/PDT362
	DEPT.: POLICE

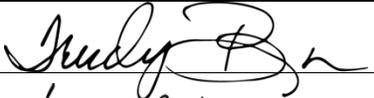
REASON FOR CONSIDERATION: The City Council is requested to consider approval of Agreement No. 15-66 with Georgia K9 National Training Center. The City Council is also requested to consider authorizing a \$16,367 appropriation from the Public Safety Grant Fund to purchase an accredited search and rescue canine to assist in the rescue of missing persons and apprehension of fleeing suspects. The cost of the purchase would be fully reimbursed by the FY2014 HSGP.

A copy of proposed Agreement No. 15-66 is attached for the City Council's review and consideration.

BACKGROUND: On December 15, 2014, the City Council approved Agreement No. 14-106 with the San Bernardino County Fire Protection District Office of Emergency Services to receive approximately \$13,050 from the FY2014 HSGP. The City Council authorized the use of said funds to purchase a Throwbot tactical micro-robotic reconnaissance system to be used during high-risk operations and catastrophic events. On December 19, 2014, staff learned that the actual HSGP award would be \$23,375.

Staff has since re-evaluated the needs of the Department and proposes to use a portion of HSGP funding to procure one fully trained and accredited Bloodhound canine to assist officers in the search and rescue of missing persons and locating dangerous and fleeing suspects. The Bloodhound is one of the oldest breeds of dogs that hunt by scent. It is a versatile dog that has the capability to be cross trained in both trailing and air-scenting to achieve maximum benefit through detection of human scent from perspiration, respiratory gases, and decomposition gases. This ability in the dogs makes them invaluable in tracking and locating missing and injured persons, especially during natural disasters, and catastrophic events. In addition to locating human casualties resulting from catastrophic events, Bloodhounds can be successfully used in a number of situations encountered by law enforcement personnel on a daily basis.

A recruitment process would be implemented to select an appropriate canine handler. The handler would be responsible for the proper care, feeding, and maintenance of the canine on behalf of the agency. It is imperative that the selected canine handler receive comprehensive training with the dog to ensure overall success of the program.

Prepared by:		Fiscal Impact Finance Review:	
Proofed by:		Reviewed and Approved By:	

The chosen canine handler would be required to travel to the vendor's facility in South Carolina for two weeks of intensive training with his/her new canine partner.

It was determined that there are very few providers of fully trained and accredited Bloodhounds in the United States. Focus was narrowed down to Georgia K9 National Training Center, a fully accredited vendor that meets the criteria of legal compliance, training standards, and a record of quality law enforcement dogs. The chief trainer has an impressive resume that includes being a former police officer in Alameda, California. He is an expert witness in tracking and trailing, one of the developers of California Commission on Peace Officer Standards and Training guidelines related to tracking and trailing, and has worked hundreds of trailing cases across the country.

Georgia K9 National Training Center is the only company that specializes in providing Bloodhounds with a work ethic comparable to that of trained German Shepherd and Malinois dogs. It is also the only vendor in the United States that raises and trains the dogs as early as eight weeks old, making it a sole source vendor.

Georgia K9 National Training Center currently provides Bloodhounds and training to the DEA, DOD, FBI, US Army, and a multitude of law enforcement agencies across the country. Specifically, neighboring agencies to Montclair Police Department have purchased canines from the vendor and stand by their dog selection, training, and reputation.

Most vendors require the handler to participate in six to eight weeks of training because the vast majority of training for the dog is accomplished during the handler's training course. This approach would require the handler to be away from his/her Patrol duties for extended periods of time, increasing overtime costs due to backfill of the handler's normal Patrol shift. Handlers successfully complete required training in one to two weeks through Georgia K9 National Training Center.

FISCAL IMPACT: The total cost to purchase a canine is \$12,000. The cost includes one fully trained and accredited Bloodhound, a 10-day handler's training course, and 13 nights of lodging. A 50 percent deposit is required to hold the dog. The balance of \$6,000 would be paid upon commencement of the canine handler's training course. Additionally, \$4,367 would be applied to safety equipment for the canine and retrofitting an existing patrol unit to ensure the overall health, safety, and performance of the canine.

Should the City Council approve proposed Agreement No. 15-66, a \$16,367 appropriation would be created in the Public Safety Grant Fund in Account No. 1163-4426-52480-400-16508 to cover the cost of the canine and related expenses.

The City would receive full reimbursement through the Homeland Security Grant Program, and a revenue budget for this grant would also be approved.

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

1. Approve Agreement No. 15-66 with Georgia K9 National Training Center.
2. Authorize a \$16,367 appropriation from the Public Safety Grant Fund to purchase a Bloodhound and related safety equipment for law enforcement operations.

<p>Georgia K9 NTC</p> <p>Edsito Island, South Carolina</p>	<p>8261 Manse Rd Edisto Island, SC 29438</p>	<p>tel 770-721-6959 Toll Free: 877-360-6959</p> <p>fax 770-721-6959</p> <p>kelli@GAK9.com</p>
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Trailing Service Dog; (TSD)

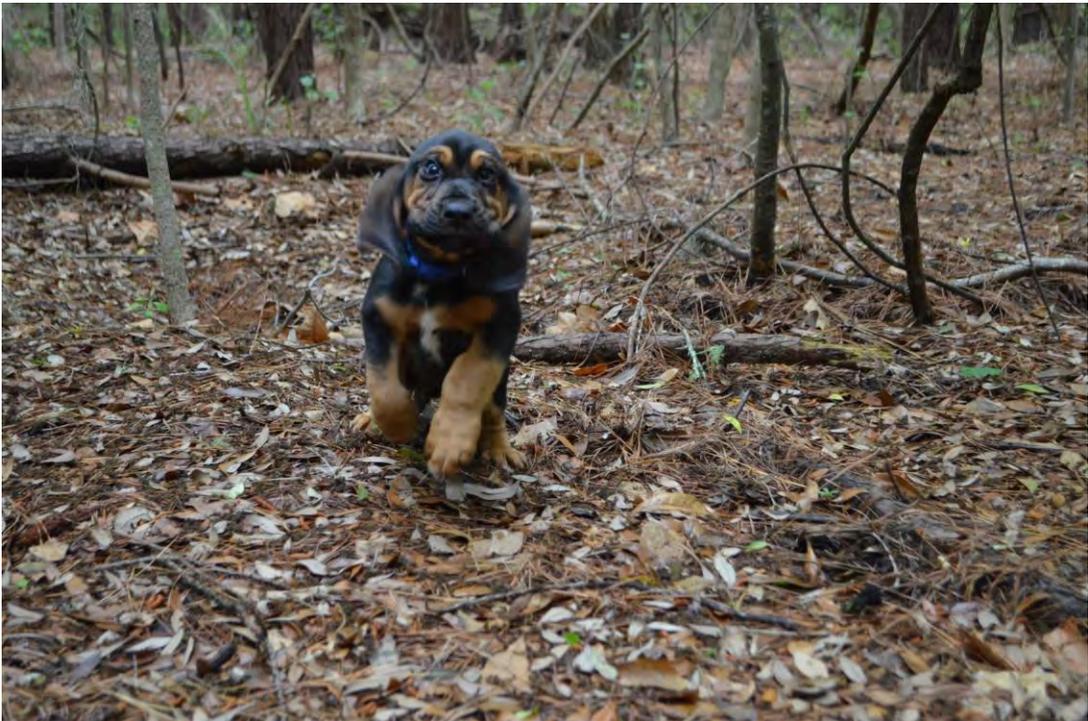
Prepared for:

Montclair Police Dept.

Prepared by: Jeff Schettler and Kelli Collins, GAK9 NTC

July 21st, 2015

Proposal Bid# 15-0721



Georgia K9 NTC	Edisto Island, South Carolina	8261 Manse Rd Edisto Island, SC 29438	tel 770-721-6959
			Toll Free: 877-360-6959
			fax 770-721-6959
			Kelli@GAK9.com

Acquisition and Training

Objective

The objective of this proposal is to provide a Trailing Service Dog (TSD) Bloodhound for the purposes of scent discriminating trailing.

Goals

The goal is to ensure that the K9 and handler are mission ready by a date to be determined (TBD) for all portions of this proposal. The handler and K9 will be proficient in obedience, trailing-scent discrimination, and Tactical Tracker Team (TTT) level one certification. The TSD K9 will be ready for trails under two hours and on moderate varied surfaces with minor contamination by TBD.

Solution

Bloodhound puppy in training at GAK9 for intermediate trailing and initial obedience training.

Training of K9

The K9 will be socialized and environmentally desensitized to urban and rural environments prior to deployment.

The K9 will be trained on the GAK9 obstacle course for a variety of climbing, jumping, and obstacle negotiation.

K9 will be trained for Obedience and Tracking/ Trailing.

Trailing is the K9 art of following a unique human scent amongst many to an end point. Scent discrimination is part of trailing but it must be understood that scent discrimination is not ever 100%. Errors in han-

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Edsito Island, South Carolina	8261 Manse Rd Edisto Island, SC 29438	fax 770-721-6959
		kelli@GAK9.com

dling of scent evidence and contamination of scent article can create scent discrimination problems and well as failure. Furthermore, dogs can make errors due to genetic predisposition to certain stimuli.

K9 training will be chronologically recorded through photography and video posted to the agencies own Flicker Page and Video Page available on-line.

Training of the handler may be similarly recorded.

Training of K9 Handler:

80 hour Intermediate Trailing, K9 Health & Welfare, and obedience handler’s course conducted at our South Carolina facility.

Classroom:

Trailing vs. Tracking, Scent Theory, Courtroom Testimony, basic K9 handling techniques, Officer Safety while tracking and tactical tracking

Field Training:

Human scent detection, collection and preservation, Environmental and human impact on scent, Standard trailing equipment for the dog and handler, Basic dog reading 101- trailing dogs body language, Basic trail laying- what you want from an assistant, Scenting your dog and starting the trail, Long lead handling, Various soft surface trailing and the “alphabet”, High and hidden finds, Motivation for detector and protections style K-9’s, The effect of age on a trail, Reading and correcting animal and human distraction; basic training, Scent discrimination basic training, one to two distraction people at PLS

Obedience will be basic on lead.

Testing:

The handler must successfully pass the following written tests with an 80% score:

K9 Health & Welfare. Basic and Intermediate K9 Trailing, Tactical Tracking

Georgia K9 NTC	Edisto Island, South Carolina	8261 Manse Rd Edisto Island, SC 29438	tel 770-721-6959
			Toll Free: 877-360-6959
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			Kelli@GAK9.com

Fee Structure

Pre-Trained K9 Bloodhound Trailing and Obedience:

\$12,000.00 includes 10-day handlers' course for trailing and obedience. 13 nights of lodging included.

Total price: \$12,000

Training for Handler:

All training will be conducted at the GAK9 training facility in Edisto Island, SC. All room and board is provided for the handler and K9 including kennel tech services for the K9. Private handlers quarters are provided with private bath, WiFi, and satellite television. The GAK9 Veterinarian on call is West Ashley Animal Hospital in Charleston, SC. They have been contracted for all TSD emergency K9 aid. The cost of any veterinarian care is not included. Training may occur with one to three handlers from other agencies.

Guarantees:

GAK9 Guarantees the health and demeanor of the dog as described below for one year after purchase date. Payment in full is required prior to the start of the handlers' course. The purchase date becomes effective on the first day of the handlers' course.

Health:

The K9 will be pre-screened for hip and other orthopedic problems with either a Penn Hip exam or OFA. This report will be provided to the department. The guarantee will stay in effect for one year after the purchase date. GAK9 will provide a similar K9 to the agency should the first K9 succumb to an orthopedic condition that results in retirement. The guarantee does not cover disease or sickness discovered after the purchase date. The guarantee does not cover injury sustained after the purchase date. The guarantee does not cover any health problems related to the department's failure to provide a proper diet. GAK9 recognizes that many current health problems in Police K9's are directly related to poor and inadequate diets.

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Edsito Island, South Carolina	8261 Manse Rd Edisto Island, SC 29438	fax 770-721-6959
		kelli@GAK9.com

GAK9 recommends a true working dog diet of exceptional grain free, ethoxoquin free, dry kibble that is not chicken or beef based. Furthermore, we recommend supplements in the form of fish oil and human grade fruits and vegetables. The recommended diet is listed below.

Demeanor:

GAK9 will guarantee that the K9 will be relatively fear free in most urban conditions and will replace the K9 if any phobic response leads to inability to deploy on trailing cases. This guarantee does not cover phobic response induced by handler or kennel error or handling. The K9 will have a photographic and video history of desensitization and socialization training prior to sale.

Recommended Equipment; NOT included in formal bid:

- Trailing harness-\$115
- Trailing lead-\$100
- Patrol lead-\$20
- Patrol Collar with Sheriff patch- \$44
- ID harness for air travel with 3 Sheriff patches- \$87
- Acana lamb diet \$89
- Honest Kitchen Zeal one \$115.00
- Omega QD supplement 8 mos supply \$136
- Health certificate-\$100
- Microchip- \$100
- K9 Trailing Manual-\$35
- Tao of Trailing Advanced Manual- \$35
- Tactical Tracker Teams Manual -\$25

- Total: \$1001.00

*We can ship supply items to the handler upon handler's course completion to ease the airline baggage burden if necessary.

We will be available for unlimited phone consultation during the time between sessions for any training questions or difficulty. Homework assignments will be provided between sessions. Jeff Schettler is con-

Georgia K9 NTC	Edisto Island, South Carolina	8261 Manse Rd Edisto Island, SC 29438	tel 770-721-6959 Toll Free: 877-360-6959
			fax 770-721-6959 Kelli@GAK9.com

sidered an expert witness in the areas of K9 Trailing and Tracking and may be called upon to provide testimony as to the training of the K9 and handler and deployment.

By signing this document below I agree to all terms of this contract. I also understand that the K9 in this contract is a currently a puppy and in training. The estimated time of training completion is January 2016. This date is only an estimate as it is impossible to determine exactly the training time that might be necessary for any dog at this age. Georgia K9 NTC will provide a minimum of 30 days notice should the training time need to be extended.

I understand that I must provide a 50% deposit to hold the dog in training and that the final payment of 50% is due prior to commencement of the K9 Handler's Course. I further understand that this deposit is non-refundable should I or the agency I represent decide to cancel this contract for any reason not specifically stated in the contract. Georgia K9 NTC will only refund the deposit due to health or demeanor reasons that make the K9 unfit for police K9 duties.

Printed Name: _____

Signature of buyer: _____ Date _____

Printed Name of GAK9 Official: _____

Signature: _____ Date _____

AGENDA REPORT

SUBJECT: CONSIDER REJECTING BID PROPOSAL RECEIVED FROM M. C. ALYEA CONSTRUCTION FOR THE REEDER CITRUS RANCH STRUCTURAL STABILITY PROJECT

CONSIDER AWARD OF CONTRACT FOR THE REEDER CITRUS RANCH STRUCTURAL STABILITY PROJECT TO RASMUSSEN BROTHERS CONSTRUCTION, INC., IN THE AMOUNT OF \$102,665

CONSIDER APPROVAL OF AGREEMENT NO. 15-67 WITH RASMUSSEN BROTHERS CONSTRUCTION, INC., FOR CONSTRUCTION OF THE REEDER CITRUS RANCH STRUCTURAL STABILITY PROJECT

CONSIDER AUTHORIZATION OF A \$15,000 CONSTRUCTION CONTINGENCY

CONSIDER ACCEPTANCE OF \$55,000 FROM THE GEORGE C. AND HAZEL H. REEDER HERITAGE FOUNDATION FOR CONSTRUCTION OF THE REEDER CITRUS RANCH STRUCTURAL STABILITY PROJECT

DATE: August 3, 2015

SECTION: AGREEMENTS

ITEM NO.: 6

FILE I.D.: PUB400

DEPT.: PUBLIC WORKS

REASON FOR CONSIDERATION: Awards of contracts and agreements with the City require City Council approval.

Copies of Capital Project Funding Information for the Reeder Citrus Ranch Structural Stability Project and proposed Agreement No. 15-67 with Rasmussen Brothers Construction, Inc., are attached for the City Council's review and consideration.

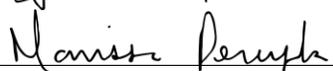
BACKGROUND: On July 16, 2015, the City received and opened four bid proposals for the Reeder Citrus Ranch Structural Stability Project. This project will construct or install new concrete foundations and footings and remove an existing chimney. A summary of the bids received is presented below:

Summary of Bid Results for the Reeder Citrus Ranch Structural Stability Project

<i>Contract</i>	<i>Bid Amount</i>
M.C. Alyea Construction	\$ 77,976
Rasmussen Brothers Construction, Inc.	102,665

Prepared by: 

Fiscal Impact Finance Review: 

Proofed by: 

Reviewed and Approved By: 

<i>Contract</i>	<i>Bid Amount</i>
<i>Engineer's Estimate</i>	<i>105,000</i>
New Millennium	149,980
General Consolidated Construction, Inc.	324,480

Following the bid opening, all proposals were reviewed for completeness and accuracy. The low bid proposal received from M.C. Alyea Construction was accurate, but deemed incomplete and, therefore, non responsive with respect to a requirement for the bidder to demonstrate at least five years of experience with the application of shotcrete.

Shotcrete is a construction method used to construct the concrete foundation for the existing building and is essentially the meat of this project. The proposal also failed to list any subcontractors who had the requisite experience. Following a phone call with the company owner, the contractor felt his company could perform 100 percent of the work. However, the project specifications clearly state that a minimum of five years of experience is required to perform shotcrete work. By failing to meet the minimum five-year experience requirement and also failing to list a subcontractor for the shotcrete work, the low bid proposal of M. C. Alyea Construction is deemed non-responsive.

The second lowest bid proposal was submitted by Rasmussen Brothers Construction, Inc. Their bid proposal was then reviewed for completeness and accuracy. The contractor has identified a sub-contractor to perform the necessary shotcrete work and the proposal was deemed the lowest responsible and responsive bid. Rasmussen Brothers Construction, Inc., has performed work in the City before and is known to have the personnel, equipment, and job experience necessary to complete this contract in accordance with the plans and specifications.

FISCAL IMPACT: The project was intended to be completely funded with Community Development Block Grant (CDBG) funds. The current CDBG fund balance is \$65,000. In addition to the construction contingency, it is anticipated that another \$10,000 for special inspection needs will be required. Therefore, an additional funding contribution of \$55,000 from the Reeder Foundation is required to complete the Reeder Citrus Ranch Structural Stability Project.

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

1. Reject the bid proposal received from M. C. Alyea Construction for the Reeder Citrus Ranch Structural Stability Project.
2. Award contract to Rasmussen Brothers Construction, Inc., in the amount of \$102,665 for construction of the Reeder Citrus Ranch Structural Stability Project.
3. Consider approval of Agreement No. 15-67 with Rasmussen Brothers Construction, Inc., for construction of the Reeder Citrus Ranch Structural Stability Project.
4. Authorize a \$15,000 construction contingency.
5. Accept \$55,000 from the George C. and Hazel H. Reeder Heritage Foundation for construction of the Reeder Citrus Ranch Structural Stability Project.

Infrastructure Fund Capital Project Funding Information

Project Name: Reeder Citrus Ranch Structural Stability Project
 Project Details: Construct new concrete footings and foundations beneath the house

Preparation Date: July 2, 2015 Department: Public Works Engineering
 Project No. (Assigned by Finance): _____ Contact/Ext.: _____

Phase	Fiscal Years					Total	Fund/Program
	Prior Years	2015/2016	2016/2017	2017/2018	2018/2019		
Master Planning							CDBG
Design							
Advertisement							
Construction		63,000.00				63,000.00	CDBG
		55,000.00				55,000.00	Reeder Found
Total	0.00	118,000.00	0.00	0.00	0.00	118,000.00	

Approvals: _____ By:  Date: July 27, 2015
 Department: Public Works Department
 Finance By: _____ Date: July 27, 2015
 City Council Date: August 3, 2015
 Revision Number: _____

Total Project Cost: \$118,000.00

KNOW ALL MEN BY THESE PRESENTS: That the following Agreement is made and entered into as of the date executed by the City Clerk and the Mayor, by and between **Rasmussen Brothers Construction, Inc, a CORPORATION**, hereinafter referred to as "CONTRACTOR" and the CITY OF MONTCLAIR, hereinafter referred to as "CITY."

A. Recitals.

- (i) Pursuant to Notice Inviting Sealed Bids or Proposals, bids were received, publicly opened, and declared on the date specified in said notice.
- (ii) CITY did accept the bid of CONTRACTOR.
- (iii) CITY has authorized the City Clerk and Mayor to enter into a written contract with CONTRACTOR for furnishing labor, equipment, and material for the construction of:

**REEDER CITRUS RANCH STRUCTURAL STABILITY PROJECT
A COMMUNITY DEVELOPMENT BLOCK GRANT PROJECT**

"PROJECT" hereinafter.

B. Resolution.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, it is agreed:

1. GENERAL SCOPE OF WORK: CONTRACTOR shall furnish all necessary labor, tools, materials, appliances, and equipment for and do all work contemplated and embraced for the PROJECT. Said PROJECT to be performed in accordance with specifications and standards on file in the Office of the City Engineer and in accordance with bid prices hereinafter mentioned and in accordance with the instructions of the Engineer.
2. INCORPORATED DOCUMENTS TO BE CONSIDERED COMPLEMENTARY: The aforesaid specifications are incorporated herein by reference thereto and made a part hereof with like force and effect as if all of said documents were set forth in full herein. Said documents, the Notice Inviting Bids, the Instructions to Bidders, the Proposal and any City-issued addenda, together with this written Agreement, shall constitute the contract between the parties. This contract is intended to require a complete and finished piece of work and anything necessary to complete the work properly and in accordance with the law and lawful governmental regulations shall be performed by the CONTRACTOR whether set out specifically in the contract or not. Should it be ascertained that any inconsistency exists between the aforesaid documents and this written Agreement, the provisions of this written Agreement shall control.
3. TERMS OF CONTRACT: The CONTRACTOR agrees to execute the contract within ten (10) calendar days from the date of notice of award of the contract and to complete his portion of PROJECT within the time specified in the Special Provisions. CONTRACTOR agrees further to the assessment of liquidated damages in the amount specified in the Special Provisions or the Standard Specifications, whichever is higher, for each calendar day PROJECT remains incomplete beyond the expiration of the completion date. CITY may deduct the amount thereof from any moneys due or that may

AGREEMENT

become due the CONTRACTOR under this contract. Progress payments made after the scheduled date of completion shall not constitute a waiver of liquidated damages.

4. GOVERNING LAW: The City and Contractor 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.

5. INSURANCE: The CONTRACTOR shall not commence work under this contract until he has obtained all insurance required hereunder in a company or companies acceptable to CITY nor shall the CONTRACTOR allow any subcontractor to commence work on his subcontract until all insurance required of the subcontractor has been obtained. The CONTRACTOR shall, at all times during the term of this Agreement, maintain and keep in full force and effect, the following policies of insurance with minimum limits as indicated below and issued by insurers with A.M. Best ratings of no less than A-: VI:

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

A. For all operations of the CONTRACTOR or any subcontractor in performing the work provided for herein, insurance with the following minimum limits and coverage:

- (1) Public Liability - Bodily Injury (not auto) \$1,000,000 each person; \$2,000,000 each accident.
- (2) Public Liability - Property Damage (not auto) \$500,000 each accident; \$1,000,000 aggregate.
- (3) Contractor's Protective - Bodily Injury \$1,000,000 each person; \$2,000,000 each accident.
- (4) Contractor's Protective - Property Damage \$500,000 each accident; \$1,000,000 aggregate.
- (5) Automobile - Bodily Injury \$1,000,000 each person; \$2,000,000 each accident.
- (6) Automobile - Property Damage \$500,000 each accident.

B. All insurance required by this section shall apply on a primary basis. Contractor agrees that it will not cancel or reduce said insurance coverage. Contractor 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 Contractors expense, the premium thereon.

AGREEMENT

C. Auto liability insurance shall cover owned, nonowned and hired autos. If Contractor 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, Contractor 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 Contractor
3. Exclude "Third-Party-Over Actions"
4. Contain any other exclusion contrary to the Contract

E. No Policy required by this section shall prohibit Contractor from waiving any right of recovery prior to loss. Contractor hereby waives such right with regard to the Indemnified Parties.

Compensation Insurance: Before beginning work, the CONTRACTOR shall furnish to the Engineer a policy of insurance or proper endorsement as proof that he has taken out full compensation insurance for all persons whom he may employ directly or through subcontractors in carrying out the work specified herein, in accordance with the laws of the State of California. Such insurance shall be maintained in full force and effect during the period covered by this contract.

F. In accordance with the provisions of §3700 of the California Labor Code, every contractor shall secure the payment of compensation to his employees. CONTRACTOR, prior to commencing work, shall 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."

G. The policy of insurance provided for in subparagraph A. shall contain an endorsement which:

- (1) Waives all right of subrogation against all persons and entities specified in subparagraph 4.H.(2) hereof to be listed as additional insureds in the policy of insurance provided for in paragraph A. by reason of any claim arising out of or connected with the operations of CONTRACTOR or any subcontractor in performing the work provided for herein;
- (2) Provides it shall not be canceled or altered without thirty (30) days' written notice thereof given to CITY by registered mail.

AGREEMENT

- H. Each such policy of insurance provided for in paragraph A. shall:
- (1) Be issued by an insurance company approved in writing by CITY, which is qualified to do business in the State of California;
 - (2) Name as additional insureds the CITY, its officers, agents and employees, and any other parties specified in the bid documents to be so included;
 - (3) Specify it acts as primary insurance and that no insurance held or owned by the designated additional insureds shall be called upon to cover a loss under said policy;
 - (4) Contain a clause substantially in the following words:

"It is hereby understood and agreed that this policy may not be canceled nor the amount of the coverage thereof reduced until thirty (30) days after receipt by CITY of a written notice of such cancellation or reduction of coverage as evidenced by receipt of a registered letter."
 - (5) Otherwise be in form satisfactory to CITY.

I. The CONTRACTOR shall at the time of the execution of the contract present the original policies of insurance required in paragraph A., hereof, or present an endorsement of the insurance company, showing the issuance of such insurance, and the additional insureds and other provisions required herein.

6. CONTRACTOR'S LIABILITY: The City of Montclair and its respective officers, agents and employees shall not be answerable or accountable in any manner for any loss or damage that may happen to the project or any part thereof, or for any of the materials or other things used or employed in performing the project; or for injury or damage to any person or persons, either workmen, employees of the CONTRACTOR or his subcontractors or the public, whatsoever arising out of or in connection with the performance of the project. The CONTRACTOR shall be responsible for any damage or injury to any person or property resulting from defects or obstructions or from any cause whatsoever, except the sole negligence or willful misconduct of CITY, its employees, servants, or independent contractors who are directly responsible to CITY during the progress of the project or at any time before its completion and final acceptance. The CONTRACTOR will indemnify CITY against and will hold and save CITY harmless from any and all actions, claims, damages to persons or property, penalties, obligations, or liabilities that may be asserted or claimed by any person, firm, entity, corporation, political subdivision, or other organization arising out of or in connection with the work, operation, or activities of the CONTRACTOR, his agents, employees, subcontractors, or invitees provided for herein, whether or not there is concurrent passive or active negligence on the part of CITY, but excluding such actions, claims, damages to persons or property, penalties, obligations, or liabilities arising from the sole negligence or willful misconduct of CITY, its employees, servants, or independent contractors who are directly responsible to CITY, and in connection therewith:

AGREEMENT

- a. The CONTRACTOR will defend any action or actions filed in connection with any of said claims, damages, penalties, obligations, or liabilities and will pay all costs and expenses, including attorneys' fees incurred in connection therewith.
- b. The CONTRACTOR will promptly pay any judgment or award rendered against the CONTRACTOR or CITY covering such claims, damages, penalties, obligations, and liabilities arising out of or in connection with such work, operations, or activities of the CONTRACTOR hereunder or reasonable settlement in lieu of judgment or award, and the CONTRACTOR agrees to save and hold the CITY harmless therefrom.
- c. In the event CITY is made a party to any action or proceeding filed or prosecuted against the CONTRACTOR for damages or other claims arising out of or in connection with the project, operation, or activities of the CONTRACTOR hereunder, the CONTRACTOR agrees to pay to CITY any and all costs and expenses incurred by CITY in such action or proceeding together with reasonable attorneys' fees.

Money due to the CONTRACTOR under and by virtue of the contract, as shall be considered necessary by CITY, may be retained by CITY until disposition has been made of such actions or claims for damage as aforesaid.

7. NONDISCRIMINATION: No discrimination shall be made in the employment of persons upon public works because of the race, color, sex, sexual preference, sexual orientation, or religion of such persons, and every contractor for public works violating this section is subject to all the penalties imposed for a violation of Division 2, Part 7, Chapter 1 of the Labor Code in accordance with the provisions of § 1735 of said Code.

8. INELIGIBLE SUBCONTRACTORS: The CONTRACTOR shall be prohibited from performing work on this project with a subcontractor who is ineligible to perform on the project pursuant to § 1777.1 and § 1777.7 of the Labor Code.

9. CONTRACT PRICE AND PAYMENT: CITY shall pay to the CONTRACTOR for furnishing the material and doing the prescribed work the unit prices set forth in accordance with CONTRACTOR's Proposal dated **July 15, 2015**.

10. ATTORNEYS' FEES: In the event that any action or proceeding is brought by either party to enforce any term or provision of this Agreement, the prevailing party shall recover its reasonable attorneys' fees and costs incurred with respect thereto.

11. 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.

AGREEMENT

IN WITNESS WHEREOF, the parties hereto have caused these presents to be duly executed with all the formalities required by law on the respective dates set forth opposite their signatures.

CONTRACTOR

Rasmussen Brothers Construction, Inc.
40441 Gavilan Mountain Rd.
Fallbrook, CA 92028

CITY

CITY OF MONTLAIR, CALIFORNIA
5111 Benito Street
Montclair, CA 91763

Name:

Paul M. Eaton
Mayor

Date _____

Date _____

ATTEST:

Name:

Andrea M. Phillips
Deputy City Clerk

Date _____

Date _____

APPROVED AS TO FORM:

Diane E. Robbins
City Attorney

AGENDA REPORT

SUBJECT: CONSIDER APPROVAL OF AGREEMENT NO. 15-68 BETWEEN THE CITY OF MONTCLAIR AND CIVIC PUBLICATIONS, INC., FOR PUBLIC EDUCATION AND COMMUNITY OUTREACH	DATE: August 3, 2015
CONSIDER TRANSFER OF \$67,020 FROM THE CONTINGENCY ACCOUNT	SECTION: AGREEMENTS
	ITEM NO.: 7
	FILE I.D.: ADM 110-05
	DEPT.: CITY MGR.

REASON FOR CONSIDERATION: The City Council approves agreements for professional services.

A copy of proposed Agreement No. 15-68 and "Exhibit A - A Pricing Schedule of Services and Rates" are attached for the City Council's review and consideration.

BACKGROUND: The City of Montclair periodically provides outreach services to the community through the publication of printed mailers that provide factual content directed at bringing public awareness to civic issues and community events.

In recent years, however, progressive and routine changes in technology have produced a population increasingly sophisticated and diverse in the way it consumes and access information. Today, these information sources have grown beyond traditional printed media to encompass and embrace digital formats that include the internet, social media, e-mail, texting, and smartphone application-based programs.

Civic Publications, Inc. (Civic) is a multi-media company located in La Verne that specializes in media, content development, and public outreach for public agencies. Civic works with public agencies to create, coordinate, and distribute public information to help bring awareness and understanding to complex issues on matters of civic importance. Civic prides itself in its ability to articulate city services, projects and issues with facts, clarity and transparency to achieve community awareness.

Civic is owned and operated by Chris Lancaster. Mr. Lancaster founded Civic to extend public affairs services to a wide range of government agencies, with expertise in transit, environmental, and public benefit messaging.

Prior to starting Civic Mr. Lancaster worked as Director of Government Relations and New Business Development for the Los Angeles Newspaper Group, comprising eight daily newspapers in the Los Angeles and San Bernardino Counties with a daily readership of more than 1.6 million.

Prepared by:		Fiscal Impact Finance Review:	
Proofed by:		Reviewed and Approved By:	

Mr. Lancaster has more than 15 years of experience managing public affairs content and media for Southern California public agencies, including municipalities, environmental agencies, transit agencies, and public safety. Mr. Lancaster has also held public office, including election to the Covina City Council, and has been a candidate for state office. His years of public service provide a unique approach towards understanding how best to communicate to the public complex issues on matters of civic importance.

Publication Format

Civic has developed public education and awareness campaigns for numerous public agencies including the Sanitation Districts of Los Angeles County; Bureau of Sanitation of the City of Los Angeles; cities of Vernon and Industry, municipal water districts; Los Angeles Metropolitan Transportation Authority; Los Angeles County Department of Public Works; Los Angeles County Sheriff's Department, and solid waste disposal companies.

Under Proposed Agreement No. 15-68 public education and outreach may include updating the public on proposed development and public works projects, upcoming attractions and events, important advisory messages, public safety services, progress on transit development, City finances, grant applications, and any other relevant and important general government services information.

As proposed, Civic would provide direct mail and digital outreach to the Montclair community.

1. Direct Mail/Newsletter. Direct mail remains one of the most effective methods to communicate directly with the public and bring awareness and understanding to issues. Services include writing and designing high-quality newsletters for distribution through the US Postal Service. Newsletters would summarize municipal public information content; present information visually, with clear and concise summaries of programs, projects, benefits and funding; and bring clarity to the complexity of City-related issues including projects, development activity, public safety, and City finances.
2. Digital/Social Media. Through the use of targeted emails, internet information displays and social media postings Civic can provide digital outreach to residents connected to digital media formats. E-mails and display information can provide specialized information about certain City programs, projects and/or activities or redirect digital-format users to the City's website (or websites for other government agencies offering compatible or specialized information) of interest to residents and the business community. By proposed Agreement No. 15-68, Civic may be required to update designated sections of the City's website for content display and create pages designed to enhance the City website's overall effectiveness.

FISCAL IMPACT: Services and related rate costs are contained in "Exhibit A" to Agreement No. 15-68. Services and rate costs are broken down as follows in **Table 1** on the following page.

Table 1
Pricing Schedule of Services and Rates

Product	Page Count	Impressions	Duration	Service	Distribution	Cost
Newsletter and E-mail	8-pages print	Not Applicable	Not Applicable	Not Applicable	15,000 print	\$23,910
	8-pages digital				22,000 digital	Cost per contact:
E-mail Only	8-pages digital	Not Applicable	Not Applicable	Not Applicable	22,000 digital	\$7,920 Cost per contact:
Digital Display Ads	Not Applicable	1,000 per day	180 days	Not Applicable	180,000 digital ads	\$9,000 Cost per contact: \$0.05
City Website	Not Applicable	Not Applicable	As Required	Maintenance	Not Applicable	\$150 per month
TOTAL COST FOR RECOMMENDED SERVICES: NEWSLETTER, E-MAIL, DIGITAL DISPLAY ADS, AND CITY WEBSITE MAINTENANCE					6-MONTHS	\$33,510
					12-MONTHS	\$67,020

Staff is currently in the process of a complete redesign of the City website, with anticipated completion in September 2015. Coordinating City website maintenance of designated pages with Civic would help enhance display of website content.

Communicating with the general public across generational lines can also be achieved by employing both print and digital media formats.

In order to fully achieve communications outreach with City residents and the business community, staff recommends utilizing services offered by Civic to include newsletter, e-mail, and digital display ad media formats and City website maintenance for related public outreach pages.

Staff recommends retaining the services of Civic Publications for a twelve-month trial period, not to exceed \$67,020 annually.

Staff recommends transferring \$67,020 from the Contingency Reserve Fund to account number 1001-4317-52090-400 (Publication and Advertising) in the Administrative Services Department of the General Operating Fund.

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

1. Approve Agreement No. 15-68 with Civic Publications, Inc. for public education and community outreach through use of print and digital media formats; and
2. Transfer \$67,020 from the Contingency Reserve Fund to account number 1001-4317-52090-400 of the General Operating Fund.



Christopher W. Lancaster
Publisher

July 21, 2015

Edward C. Starr
City Manager
City of Montclair
5111 Benito St.
Montclair, CA 91763

Re: Public Educations and Communications Outreach Proposal

Dear Mr. Starr:

Submitted for your consideration is this proposal for Civic Publications Inc. to assist the City of Montclair with their public education and communications outreach.

Civic Publications, Inc. provides communications outreach solutions for public agencies, providing factual content and bringing clarity to community and civic issues without advocating for or against any position. Our goal is to inform the public without persuasion.

The task is to explain city services, projects and issues in a clear fashion, to promote transparency and build awareness so that Montclair residents may be informed. Effective communications solutions will cut through the complexity of city hall.

Public outreach messaging from the City to its residents may include updating the public on proposed development and public works projects, upcoming attractions and events, important advisory messages, police, fire and transit services, city finances and grant applications, and any other general government services information.

This proposal suggests two venues for the city of Montclair to reach out to the general public: direct mail and digital.

Direct Mail/Newsletter

Direct mail still remains one of the most effective methods to communicate directly with the public.

The proposed solution is writing and design of high-quality newsletters for distribution in the mail. The newsletters will summarize the city of Montclair public information content. The newsletters will present information visually, accompanied by explanations of benefits and funding. The newsletters will also bring clarity to the complexity of city issues, projects, developments, public safety and finance to bring transparency and support public awareness and understanding.

Digital / Social Media

Through the use of targeted emails, and internet display ads Montclair residents can be contracted through electronic devices to inform them. Emails and internet display ads direct the public to the City’s website where further information can be obtained easily. In addition, Civic Publications, Inc. can update the City’s website and create landing pages to enhance the City’s website effectiveness.

Cost for Services

For a breakdown of cost for services please see “Exhibit A.”

Thank you for the opportunity to discuss public affairs needs associated with the City of Montclair. I look forward to developing cost-effective solutions that meet the needs of the City and which serve the highest standards of the public interest.

Respectfully submitted,



Christopher W. Lancaster

Date: _____

Edward C. Starr, City Manager

Paul M. Eaton, Mayor

ATTEST:

Andrea M. Phillips, Deputy City Clerk

APPROVED
AS TO FORM:

Diane E. Robbins, City Attorney

Civic Publications, Inc.

Product: 8-page glossy newsletter, Digital (email)
 Distribution: City of Montclair Pub Dates: TBD
 Rates: All rates include, message design, layout, printing and distribution.

Prepared by Chris Lancaster
 7.21.2015

Exhibit A

Product	Page Count	Distribution	Total Distribution
Newsletter & email Combined	8 -pages (Tab/Print) 8 -pages (Tab/Electronic)	15,000 (Mail) 22,000 (Email)	15,000 22,000 37,000

Cost: \$23,910
 Cost per contact: \$65 cents

Product	Page Count	Distribution	Total Distribution
Email Only	8-pages (Tab/Electronic)	22,000	22,000

Cost: \$7,920
 Cost per contact: \$36 cents

Product	Impressions	Duration	Total Distribution
Digital Display ads	1,000 per day	180 days	180,000 ads

Cost: \$9,000
 Cost per contact: \$.05 cents

Product	Service	Duration
City Website	Maintenance	As needed

Cost: \$150.00 per month

AGENDA REPORT

SUBJECT: CONSIDER ADOPTION OF RESOLUTION
NO. 15-3084 AUTHORIZING PLACEMENT OF
ASSESSMENTS ON CERTAIN PROPERTIES FOR
DELINQUENT SEWER AND TRASH ACCOUNTS

DATE: August 3, 2015
SECTION: RESOLUTIONS
ITEM NO.: 1
FILE I.D.: STB300-17
DEPT.: ADMIN. SVCS.

REASON FOR CONSIDERATION: There are 716 outstanding liens on properties for collection of delinquent civil debts owed to the City for sewer and trash service. Placement of assessments on these properties would assist in more timely collection of these delinquent accounts.

A copy of proposed Resolution No. 15-3084 and its attachment, "Exhibit A: August 2015 - Property Assessments," are attached for City Council review and consideration.

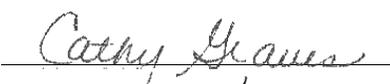
BACKGROUND: The City Council authorized the placement of 805 liens on properties for delinquent sewer and trash charges on the following dates:

<u>Date</u>	<u>No. of Liens</u>
Oct. 9, 2014	120
Nov. 6, 2014	140
Feb. 3, 2015	126
Mar. 5, 2015	161
June 4, 2015	121
July 9, 2015	<u>137</u>
Total	805

Of these 805 properties, liens have been cleared from 89 of them.

It is recommended that assessments, which are collected with the property tax, be placed on the remaining 716 properties. This would result in more timely collection of the delinquencies than the lien process, which generates payment only upon sale or refinancing of the property.

In addition to the regular bimonthly billings, we have sent bimonthly letters to these property owners advising them of their delinquencies. They received two notifications when the liens were placed and were again notified on July 20, 2015, that the action proposed this evening would be considered by the City Council.

Prepared by:		Fiscal Impact Finance Review:	
Proofed by:		Reviewed and Approved By:	

FISCAL IMPACT: Recoverable amount is \$250,566.24.

RECOMMENDATION: Staff recommends the City Council adopt Resolution No. 15-3084 authorizing placement of assessments on certain properties for delinquent sewer and trash charges as listed on Exhibit "A" of said Resolution.

RESOLUTION NO. 15-3084

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

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

WHEREAS, City Council has recently placed property liens on 805 properties on which there are delinquent civil debts for unpaid sewer and trash charges; and

WHEREAS, the lien amount was paid on 89 of these accounts; and

WHEREAS, it is appropriate to also place assessments on these 716 properties as identified on Exhibit "A" of this Resolution to further encourage the payment of these charges owed to the City; and

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

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Montclair does hereby approve the placement of assessments on the properties and in the amounts specified in Exhibit "A", entitled "August 2015 - Property Assessments."

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

APPROVED AND ADOPTED this XX day of XX, 2015.

Mayor

ATTEST:

Deputy City Clerk

I, Andrea M. Phillips Deputy City Clerk of the City of Montclair, DO HEREBY CERTIFY that Resolution No. 15-3084 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, 2015, and that it was adopted by the following vote, to-wit:

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

Andrea M. Phillips
Deputy City Clerk

Exhibit A to Resolution 15-3084
August 2015 - Property Assessments

Street No.	Street	Lien No. 1	Lien No. 2	Lien No. 3	Total Assessment Amount	Type
4255	3rd Street	412.61			412.61	Residential
11171	Ada Avenue	514.01	323.72		837.73	Residential
11225	Ada Avenue	305.12	299.38		604.50	Multifamily
11246	Ada Avenue	303.00	299.15	300.10	902.25	Residential
10495	Adobe Court	309.88			309.88	Residential
4334	Alamitos Street	301.31	300.33	300.22	901.86	Residential
5356	Alamitos Street	293.57	299.48	300.13	893.18	Residential
5381	Alamitos Street	274.99			274.99	Residential
5634	Alamitos Street	294.65	330.60		625.25	Residential
4575	Allesandro Street	389.46			389.46	Residential
4667	Allesandro Street	293.57	299.48	300.13	893.18	Residential
9910	Amherst Avenue	295.59	299.70	300.15	895.44	Residential
10065	Amherst Avenue	290.79			290.79	Residential
10197	Amherst Avenue	492.54			492.54	Senior
10207	Amherst Avenue	280.45			280.45	Residential
10360	Amherst Avenue	814.52	837.01	843.60	2,495.13	Multifamily
10411	Amherst Avenue	807.72	646.32		1,454.04	Multifamily
10421	Amherst Avenue	566.68	581.67	508.04	1,656.39	Multifamily
10431	Amherst Avenue	566.68	581.67	586.07	1,734.42	Multifamily
11142	Amherst Avenue	428.53	279.14		707.67	Residential
11151	Amherst Avenue	293.39	299.98		593.37	Residential
4320	Appaloosa Way	313.88			313.88	Residential
5490	Applegate Street	344.90	307.13		652.03	Residential
4624	Bandera Street	467.19	1,092.34		1,559.53	Residential
5105	Bandera Street	287.49			287.49	Residential
5578	Bandera Street	274.99			274.99	Residential
4432-34	Bandera Street	515.77			515.77	Residential
9939	Bel Air Avenue	274.99			274.99	Residential
9982	Bel Air Avenue	293.57	299.48	300.13	893.18	Residential
10024	Bel Air Avenue	425.87			425.87	Residential
10045	Bel Air Avenue	274.99	297.43		572.42	Residential
10145	Bel Air Avenue	293.39	298.09	299.98	891.46	Residential
10551	Belgian Place	303.00	299.15	300.10	902.25	Residential
10570	Belgian Place	306.49	298.09		604.58	Residential
5223	Belvedere Way	411.25	323.43		734.68	Residential
5225	Belvedere Way	299.05	309.20	313.36	921.61	Residential
4400	Benito Street	293.56	299.48	300.13	893.17	Residential
4460	Benito Street	293.57	299.48	300.13	893.18	Residential
5389	Benito Street	300.72			300.72	Senior
5429	Benito Street	428.79	314.35		743.14	Residential
9590	Benson Avenue	293.57	299.48	300.13	893.18	Residential

Exhibit A to Resolution 15-3084
August 2015 - Property Assessments

Street No.	Street	Lien No. 1	Lien No. 2	Lien No. 3	Total Assessment Amount	Type
9656	Benson Avenue	293.57	299.48		593.05	Residential
10248	Benson Avenue	278.25			278.25	Residential
4285	Berkeley Street	293.59	299.48	300.13	893.20	Residential
4769	Berkeley Street	281.70			281.70	Residential
4843	Berkeley Street	389.46			389.46	Residential
5382	Berkeley Street	293.57	299.48	300.13	893.18	Residential
4533	Bodega Court	293.52	298.11	299.98	891.61	Residential
9598	Bolton Avenue	293.57	299.48	300.13	893.18	Residential
9768	Bolton Avenue	323.26			323.26	Residential
4541	Bonnie Brae Street	365.93	354.20		720.13	Residential
4810	Brooks Street	523.03			523.03	Commercial
5051	Brooks Street	311.64			311.64	Commercial
11339	Brunswick Lane	302.76	301.52		604.28	Residential
11419	Brunswick Lane	287.58	299.51		587.09	Residential
10978	Buckingham Way	293.39	298.09	299.98	891.46	Residential
11038	Buckingham Way	274.99			274.99	Residential
10475	Calico Court	338.97			338.97	Residential
9851	Camarena Avenue	293.57	299.48	300.13	893.18	Residential
4443	Cambridge Street	400.43			400.43	Residential
4853	Cambridge Street	293.57	299.48	300.13	893.18	Residential
5438	Cambridge Street	294.85	299.62	300.14	894.61	Residential
5448	Cambridge Street	293.57	299.48	300.13	893.18	Residential
5470	Cambridge Street	340.47			340.47	Residential
5471	Cambridge Street	513.55			513.55	Residential
5606	Cambridge Street	293.57	299.48		593.05	Residential
9112	Camulos Avenue	279.57	297.94	299.95	877.46	Residential
9243	Camulos Avenue	293.57	299.48	300.13	893.18	Residential
9511	Camulos Avenue	293.65	299.49	300.13	893.27	Residential
9530	Camulos Avenue	285.03	298.53	300.02	883.58	Residential
9547	Camulos Avenue	477.68	319.73	302.35	1,099.76	Residential
9606	Camulos Avenue	293.57	299.48	300.13	893.18	Residential
9737	Camulos Avenue	293.57	299.48	300.13	893.18	Residential
9757	Camulos Avenue	392.53			392.53	Residential
9877	Camulos Avenue	319.52	325.43	326.08	971.03	Residential
10153	Camulos Avenue	418.11			418.11	Residential
10203	Camulos Avenue	323.60			323.60	Residential
10233	Camulos Avenue	309.84	310.90	301.38	922.12	Residential
10234	Camulos Avenue	371.14	382.26		753.40	Residential
10259	Camulos Avenue	295.41	298.31	300.00	893.72	Residential
11409	Cannery Row	287.42	299.48		586.90	Residential
4643	Canoga Street	1,062.36			1,062.36	Residential

Exhibit A to Resolution 15-3084
August 2015 - Property Assessments

Street No.	Street	Lien No. 1	Lien No. 2	Lien No. 3	Total Assessment Amount	Type
4830	Canoga Street	1,805.87	1,858.35		3,664.22	Multifamily
4830	Canoga Street	1,805.87	1,858.35		3,664.22	Multifamily
4924	Canoga Street	293.39	298.09		591.48	Residential
4949	Canoga Street	293.39	298.09	299.98	891.46	Residential
5014	Canoga Street	293.39	298.09	299.98	891.46	Residential
4912	Carlton Street	371.14	382.26		753.40	Residential
5635	Caroline Street	515.38	323.88		839.26	Residential
11158	Carriage Avenue	293.39	298.09	299.98	891.46	Residential
11239	Carriage Avenue	277.49			277.49	Senior
11253	Carriage Avenue	319.35	324.05	325.94	969.34	Residential
9454	Carrillo Avenue	392.53			392.53	Residential
9464	Carrillo Avenue	299.54			299.54	Residential
9802	Central Avenue	3,074.21			3,074.21	Commercial
9556	Central Avenue	298.50			298.50	Residential
9855	Central Avenue	280.88			280.88	Residential
10330-34	Central Avenue	427.51			427.51	Commercial
11347	Chandler Lane	330.48			330.48	Residential
4337	Clair Street	305.29	428.94		734.23	Residential
5230	Clair Street	510.96	322.03	302.60	1,135.59	Residential
9795	Coalinga Avenue	293.57	299.48	300.13	893.18	Residential
9875	Coalinga Avenue	392.53			392.53	Residential
10231	Coalinga Avenue	293.39	298.09	299.98	891.46	Residential
11465	Cobblestone Lane	324.30			324.30	Residential
11207	College Avenue	391.44			391.44	Residential
9380	Columbine Avenue	319.52	325.43		644.95	Residential
11362	Cumberland Lane	293.87			293.87	Residential
11370	Cumberland Lane	301.59	301.37		602.96	Residential
11460	Cumberland Lane	345.04			345.04	Residential
11469	Cumberland Lane	301.83	301.39		603.22	Residential
11476	Cumberland Lane	285.50			285.50	Residential
11477	Cumberland Lane	287.51			287.51	Residential
11333	Dartmouth Lane	350.95			350.95	Residential
11440	Dartmouth Lane	300.57			300.57	Residential
10212	Del Mar Avenue	293.39	298.09		591.48	Residential
10236	Del Mar Avenue	366.13	306.09	300.86	973.08	Residential
10248	Del Mar Avenue	439.07	338.59		777.66	Residential
4305	Denver Street	471.12			471.12	Residential
4324	Denver Street	295.93	299.73		595.66	Residential
4401	Denver Street	408.76	289.56		698.32	Senior
4956	Denver Street	274.99			274.99	Residential
5616	Denver Street	293.57	299.48	300.13	893.18	Residential

Exhibit A to Resolution 15-3084
August 2015 - Property Assessments

Street No.	Street	Lien No. 1	Lien No. 2	Lien No. 3	Total Assessment Amount	Type
5626	Denver Street	315.23			315.23	Residential
5675	Deodar Street	274.99			274.99	Residential
4506	Donner Court	278.14	297.78		575.92	Residential
4528	Donner Court	387.22			387.22	Residential
5168	El Morado Street	293.57	299.48	300.13	893.18	Residential
5416	El Morado Street	300.24			300.24	Residential
11159	Essex Avenue	293.39	298.09	299.98	891.46	Residential
4133	Ewart Street	308.54			308.54	Residential
4665	Ewart Street	492.50	298.76		791.26	Senior
4760	Ewart Street	298.06	299.98		598.04	Residential
5361	Ewart Street	317.09			317.09	Residential
9463	Exeter Avenue	311.86	498.89		810.75	Residential
4114	Faircove Court	385.31			385.31	Residential
11334	Fairfax Lane	302.76			302.76	Residential
11366	Fairfax Lane	302.76	301.52		604.28	Residential
4219	Fauna Street	293.39	298.09	299.98	891.46	Residential
4244	Fauna Street	293.39	298.09	299.98	891.46	Residential
4291	Fauna Street	410.88	420.22		831.10	Residential
4456	Fauna Street	293.39	298.09	299.98	891.46	Residential
4633	Fauna Street	273.63			273.63	Residential
4703	Fauna Street	271.78	295.72	299.71	867.21	Residential
4738	Fauna Street	343.32			343.32	Residential
4852	Fauna Street	273.63			273.63	Residential
4932	Fauna Street	409.66	455.26		864.92	Residential
5440	Fauna Street	290.81	297.81		588.62	Residential
10232	Felipe Avenue	289.20	299.99		589.19	Residential
10242	Felipe Avenue	328.21			328.21	Senior
8919-21	Felipe Avenue	515.77	525.17	528.95	1,569.89	Multifamily
4665	Flora Street	284.61			284.61	Residential
4730	Flora Street	308.03	301.06		609.09	Residential
5051	Flora Street	299.05	309.20	313.36	921.61	Residential
9020	Fremont Avenue	294.38	300.07	300.70	895.15	Senior
9567	Fremont Avenue	319.52	325.43	326.08	971.03	Residential
9776	Fremont Avenue	294.66	299.60		594.26	Residential
9823	Fremont Avenue	293.57	299.48	300.13	893.18	Residential
11118	Fremont Avenue	311.49			311.49	Residential
10149	Galena Avenue	293.39	298.09	299.98	891.46	Residential
10150	Galena Avenue	235.14			235.14	Residential
9932	Geneva Avenue	325.81			325.81	Residential
9985	Geneva Avenue	293.57	299.48	300.13	893.18	Residential
10037	Geneva Avenue	389.46	310.03		699.49	Residential

Exhibit A to Resolution 15-3084
August 2015 - Property Assessments

Street No.	Street	Lien No. 1	Lien No. 2	Lien No. 3	Total Assessment Amount	Type
10161	Geneva Avenue	293.40	298.09	299.98	891.47	Residential
4277	Granada Street	295.88	299.73	300.15	895.76	Residential
4328	Granada Street	293.57	299.48	300.13	893.18	Residential
5422	Granada Street	316.56	302.01	300.40	918.97	Residential
5628	Granada Street	293.57	299.48	300.13	893.18	Residential
4125	Grand Avenue	286.18	299.32		585.50	Residential
4507	Grand Avenue	422.27			422.27	Residential
10083	Greenwood Avenue	510.45			510.45	Residential
10192	Greenwood Avenue	313.89			313.89	Residential
11335	Halifax Lane	320.33	303.87		624.20	Residential
3752	Hampton Drive	296.58			296.58	Residential
3760	Hampton Drive	390.07			390.07	Residential
3792	Hampton Drive	367.72			367.72	Residential
5225	Hanover Way	291.49			291.49	Residential
5230	Hanover Way	399.55			399.55	Residential
11418	Hartford Lane	302.76	301.52		604.28	Residential
11432	Hartford Lane	307.27			307.27	Residential
4386	Harvard Street	312.83			312.83	Residential
4418	Harvard Street	293.57	299.48	300.13	893.18	Residential
4430	Harvard Street	274.99			274.99	Residential
4785	Harvard Street	493.82	298.91		792.73	Senior
5141-43	Harvard Street	527.96			527.96	Multifamily
5596	Hawthorne Street	293.57	299.48	300.13	893.18	Residential
5627	Hawthorne Street	296.03			296.03	Residential
9095	Helena Avenue	392.53			392.53	Residential
9607	Helena Avenue	290.62	299.15		589.77	Residential
9660	Helena Avenue B	274.99	297.43		572.42	Residential
11447	Hickory Lane	396.24			396.24	Residential
4581	Highland Street	303.16			303.16	Residential
4592	Highland Street	496.06			496.06	Residential
4864	Highland Street	319.52	325.43	326.08	971.03	Residential
5044	Highland Street	324.02			324.02	Residential
4667	Holt Blvd.	287.91			287.91	Commercial
5630	Holt Blvd.	394.42			394.42	Commercial
4103	Howard Street	293.39	298.09	299.98	891.46	Residential
4341	Howard Street	409.80	310.90	301.38	1,022.08	Residential
4605	Howard Street	273.63	297.28		570.91	Residential
4780	Howard Street	293.39	298.09	299.98	891.46	Residential
4910	Howard Street	342.44	326.58	326.21	995.23	Residential
5190	Howard Street A & B	573.96	585.77	587.07	1,746.80	Multifamily
4585	James Street	293.57	299.48	300.13	893.18	Residential

Exhibit A to Resolution 15-3084
August 2015 - Property Assessments

Street No.	Street	Lien No. 1	Lien No. 2	Lien No. 3	Total Assessment Amount	Type
9725	Kimberly Avenue	293.57	299.48		593.05	Residential
9844	Kimberly Avenue	299.73			299.73	Residential
10236	Kimberly Avenue	293.39	298.09	299.98	891.46	Residential
10244	Kimberly Avenue	411.97	312.50		724.47	Residential
10321	Kimberly Avenue	298.89			298.89	Residential
10386	Kimberly Avenue	1,062.36	1,092.34	1,101.13	3,255.83	Multifamily
4671	Kingsley Street	517.79			517.79	Senior
4921	Kingsley Street	274.99			274.99	Residential
5003	Kingsley Street	293.39	298.09	299.98	891.46	Residential
5019	Kingsley Street	404.13			404.13	Residential
5198	Kingsley Street	478.99			478.99	Multifamily
5242	Kingsley Street	293.39	298.09	299.98	891.46	Residential
5476	Kingsley Street	273.63	297.28		570.91	Residential
4831-33	Kingsley Street	446.95			446.95	Multifamily
4385	Kingsley Street #2	295.51	298.33		593.84	Residential
11354	Kingston Lane	396.24			396.24	Residential
5430	La Deney Street	293.57	299.48	300.13	893.18	Residential
5515	La Deney Street	298.91	300.06	300.20	899.17	Residential
5565	La Deney Street	322.95			322.95	Residential
9773	Lehigh Avenue	382.19			382.19	Residential
9054	Lindero Avenue	294.99			294.99	Residential
9803	Lindero Avenue	356.35	306.39	300.89	963.63	Residential
9958	Lindero Avenue	293.56	299.48	300.13	893.17	Residential
10041	Lindero Avenue	300.69			300.69	Residential
9864	Mammoth Drive	382.19	309.23	301.20	992.62	Residential
4513	Mane Street	309.26			309.26	Residential
4535	Mane Street	298.20			298.20	Residential
4555	Mane Street	298.09			298.09	Residential
4846	Mane Street	446.47			446.47	Residential
4855	Mane Street	464.92	318.32		783.24	Residential
9527	Marion Avenue	293.57	299.48	300.13	893.18	Residential
10269	Marion Avenue	437.07			437.07	Residential
5131	Merle Street	535.31	530.06		1,065.37	Multifamily
9575	Mills Avenue	418.55			418.55	Residential
9595	Mills Avenue	285.68			285.68	Residential
9969	Mills Avenue	403.25	311.55		714.80	Residential
5239	Monte Verde Street	293.39	298.09	299.98	891.46	Residential
9066	Monte Vista Avenue	320.84	325.57	326.10	972.51	Residential
9815	Monte Vista Avenue	299.59	300.14		599.73	Residential
10235	Monte Vista Avenue	301.56			301.56	Residential
10290	Monte Vista Avenue	299.77	309.78	313.93	923.48	Residential

Exhibit A to Resolution 15-3084
August 2015 - Property Assessments

Street No.	Street	Lien No. 1	Lien No. 2	Lien No. 3	Total Assessment Amount	Type
10332	Monte Vista Avenue	295.81	298.36		594.17	Residential
11073	Monte Vista Avenue	380.70			380.70	Residential
5082	Moreno Street	293.57	299.48	300.13	893.18	Residential
10557	Morgan Circle	293.39	298.09	299.98	891.46	Residential
10166	Oak Glen Avenue	200.73			200.73	Residential
10217	Oak Glen Avenue	321.25	324.26	325.96	971.47	Residential
10604	Oak Glen Avenue	407.97			407.97	Residential
4621	Oakdale Street	428.94			428.94	Residential
4633	Olive Street	302.93			302.93	Residential
4644	Olive Street	517.59			517.59	Residential
4684	Olive Street	504.06	322.64	302.67	1,129.37	Residential
4872	Olive Street	316.56	302.01	300.40	918.97	Residential
4151	Orchard Street	328.56	388.63		717.19	Senior
4322	Orchard Street	319.52	325.43	326.08	971.03	Residential
4382	Orchard Street	307.10	300.97		608.07	Residential
4843	Orchard Street	301.62	299.00	300.07	900.69	Residential
5358	Orchard Street	514.01			514.01	Residential
5422	Orchard Street	293.39	298.09	299.98	891.46	Residential
5690	Orchard Street	293.57	299.48	300.13	893.18	Residential
5257	Palo Verde Street	494.10	298.94		793.04	Senior
9585	Poulsen Avenue	319.59	302.34	300.44	922.37	Residential
9610	Poulsen Avenue	337.08			337.08	Residential
9633	Poulsen Avenue	295.06			295.06	Residential
9935	Poulsen Avenue	293.57	299.48	300.13	893.18	Residential
10043	Poulsen Avenue	293.57	299.48	300.13	893.18	Residential
10124	Poulsen Avenue	292.62			292.62	Residential
10154	Poulsen Avenue	293.39	298.09	299.98	891.46	Residential
10245	Poulsen Avenue	283.73			283.73	Residential
9375	Pradera Avenue	1,070.45	1,098.73	1,101.83	3,271.01	Multifamily
9532	Pradera Avenue	325.47	311.39	314.04	950.90	Residential
9908	Pradera Avenue	328.75			328.75	Residential
9970	Pradera Avenue	298.09			298.09	Residential
10206	Pradera Avenue	293.39	298.09	299.98	891.46	Residential
9425	Pradera Avenue #2	404.29			404.29	Residential
4438	Princeton Street	463.39	326.12	312.70	1,102.21	Residential
9151	Ramona Avenue	274.99			274.99	Residential
9209	Ramona Avenue	303.16	300.24		603.40	Residential
9223	Ramona Avenue	290.89	300.10		590.99	Residential
9595	Ramona Avenue	293.67	299.49	300.13	893.29	Residential
9779	Ramona Avenue	285.68			285.68	Residential
4668	Rawhide Street	299.92			299.92	Residential

Exhibit A to Resolution 15-3084
August 2015 - Property Assessments

Street No.	Street	Lien No. 1	Lien No. 2	Lien No. 3	Total Assessment Amount	Type
9352	Rose Avenue	293.27	299.45	300.13	892.85	Residential
9413	Rose Avenue	353.92	352.31	352.14	1,058.37	Residential
9414	Rose Avenue	293.12	299.43		592.55	Residential
9434	Rose Avenue	293.57	299.48	300.13	893.18	Residential
9720	Rose Avenue	319.52	326.08		645.60	Residential
9734	Rose Avenue	423.31			423.31	Residential
9836	Rose Avenue	293.57	299.48		593.05	Residential
9866	Rose Avenue	494.10	298.94		793.04	Senior
4307	Rosewood Street	443.31			443.31	Residential
4560	Rosewood Street	293.57	299.48	300.13	893.18	Residential
4683	Rosewood Street	382.19	309.23		691.42	Residential
4800	Rosewood Street	368.52	315.41		683.93	Residential
4860	Rosewood Street	411.68			411.68	Residential
4954	Rosewood Street	515.38	323.88		839.26	Residential
5389	Rosewood Street	329.17	336.98	339.51	1,005.66	Residential
5428	Rosewood Street	408.44			408.44	Residential
11076	Roswell Avenue	310.41			310.41	Residential
4164	Rudisill Street	293.57	299.48	300.13	893.18	Residential
4187	Rudisill Street	285.40			285.40	Residential
5360	Rudisill Street	319.52	325.43	326.08	971.03	Residential
5421	Rudisill Street	319.52	325.43	326.08	971.03	Residential
5225	Saddleback Street	295.81			295.81	Residential
5177	San Antonio Way	293.39	298.09	299.98	891.46	Residential
4285	San Bernardino St	382.19	309.23	301.20	992.62	Residential
4438	San Bernardino St	421.04			421.04	Senior
4711	San Bernardino St	293.57	299.48	300.13	893.18	Residential
4749	San Bernardino St	306.22	305.47	307.07	918.76	Residential
4843	San Bernardino St	301.20			301.20	Residential
4844	San Bernardino St	298.09	323.08		621.17	Residential
5133	San Bernardino St	293.57	299.48		593.05	Residential
5489	San Bernardino St	325.42	331.33	331.98	988.73	Residential
4485	San Jose Street	328.72	326.44	326.19	981.35	Residential
4594	San Jose Street	315.43	330.23		645.66	Residential
4595	San Jose Street	323.38			323.38	Residential
5390	San Jose Street	296.30			296.30	Residential
5422	San Jose Street	317.85	325.25		643.10	Residential
4424	San Jose Street #10	293.57	299.48	300.13	893.18	Residential
4424	San Jose Street #18	293.57	299.48	300.13	893.18	Residential
4424	San Jose Street #27	515.38	323.88		839.26	Residential
4630	San Jose Street M	332.11			332.11	Residential
4622	San Jose Street U	286.67			286.67	Residential

Exhibit A to Resolution 15-3084
August 2015 - Property Assessments

Street No.	Street	Lien No. 1	Lien No. 2	Lien No. 3	Total Assessment Amount	Type
11052	San Juan Way	293.39	298.09	299.98	891.46	Residential
11014	San Miguel Way	293.39	298.09	299.98	891.46	Residential
11020	San Pasqual Avenue	293.39	298.09	299.98	891.46	Residential
11143	San Pasqual Avenue	294.12			294.12	Senior
9946	Santa Anita Avenue	490.65	349.16		839.81	Residential
10016	Santa Anita Avenue	300.50	308.20	310.73	919.43	Residential
10133	Santa Anita Avenue	293.39	298.09	299.98	891.46	Residential
10183	Santa Anita Avenue	273.63	297.28		570.91	Residential
10221	Santa Anita Avenue	293.39	298.09	299.98	891.46	Residential
11011	Stallion Avenue	293.39	298.09	299.98	891.46	Residential
4773	State Street	330.35			330.35	Residential
4787	State Street	396.87			396.87	Residential
5225	State Street	478.97			478.97	Commercial
9817	Sun Valley Drive	452.88			452.88	Residential
9514	Surrey Avenue	294.17			294.17	Residential
9584	Surrey Avenue	382.19	309.23	301.20	992.62	Residential
9617	Surrey Avenue	293.57	299.48	300.13	893.18	Residential
9793	Surrey Avenue	293.57	299.48		593.05	Residential
9532	Tudor Avenue	399.76			399.76	Residential
9824	Tudor Avenue	293.57	299.48	300.13	893.18	Residential
9834	Tudor Avenue	293.57	299.48	300.13	893.18	Residential
10289	Tudor Avenue	293.39	298.09	299.98	891.46	Residential
9829	Vail Drive	323.88			323.88	Residential
9222	Vernon Avenue	293.57	299.48		593.05	Residential
10115	Vernon Avenue	295.22	298.29	300.00	893.51	Residential
10431	Vernon Avenue	393.74			393.74	Residential
5533	Vernon Court	316.45	323.74	325.89	966.08	Residential
4230	Via Amore	296.02	298.38	300.01	894.41	Residential
4198	Via Napoli	513.68	323.69		837.37	Residential
11053	Wesley Avenue	464.10			464.10	Residential
11178	Whitewater Avenue	293.39	298.09	299.98	891.46	Residential
11195	Whitewater Avenue	319.33	324.04		643.37	Residential
5418	Yale Street	312.81	392.53		705.34	Residential
5447	Yale Street	298.09	323.08		621.17	Residential
4515	Yosemite Drive	293.39	298.09	299.98	891.46	Residential
					250,566.24	

AGENDA REPORT

SUBJECT: CONSIDER ADOPTION OF RESOLUTION NO. 15-3090 RESCINDING AND REPLACING RESOLUTION NO. 14-3047 DESIGNATING RESTRICTED PARKING ON PUBLIC STREETS AND ALLEYS

DATE: August 3, 2015
SECTION: RESOLUTIONS
ITEM NO.: 2
FILE I.D.: PKG275
DEPT.: PUBLIC WORKS

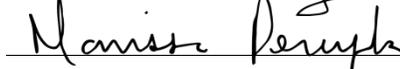
REASON FOR CONSIDERATION: Staff is requesting the City Council consider adoption of Resolution No. 15-3090 designating restricted parking on public streets and alleys.

A copy of proposed Resolution No. 15-3090 incorporating changes recommended by staff and the Public Works Committee is attached for the City Council's review and consideration.

BACKGROUND: Requests from the public, as well as recommendations from the Public Works Committee, have been incorporated into proposed Resolution No. 15-3090. The changes proposed are as follows:

Arrow Highway on the south side In front of 4961 Arrow Highway	No Stopping at any time
Howard Street on the south side between Poulsen and Central Avenues	Monday 7:00 a.m. to 2:00 p.m.
Monte Vista Avenue on the west side between, Mane Street and Howard Street	Monday 7:00 a.m. to 2:00 p.m.
Monte Vista Avenue on the west side between Mission Blvd. and Mane Street	No stopping any time
Monte Vista Avenue on the east side from Mission Boulevard to a point 77 feet south of Carlton Street	No stopping any time
Monte Vista Avenue on the east side from a point 77 feet south of Carlton Street to a point 110 feet south of Grand Avenue	Monday 7:00 a.m. to 2:00 p.m.
Benson Avenue on the west side between Arrow Highway and San Jose Street	Tuesday 7:00 a.m. to 2:00 p.m.

Prepared by:

Fiscal Impact
Finance Review:




Proofed by:

Reviewed and
Approved By:

Holt Boulevard on the north side from Ramona to Amherst Avenues	No Parking 2:00 a.m. to 6:00 a.m.
Holt Boulevard on the north side from Ramona to Amherst Avenues	2 Hour Parking
Bonnie Brae Street north side between Pradera and Ramona Avenues	Thursday 7:00 a.m. to 2:00 p.m.
La Deney Street north side between Pradera and Ramona Avenues	Wednesday 7:00 a.m. to 2:00 p.m.
La Deney Street south side between Pradera and Ramona Avenues	Thursday 7:00 a.m. to 2:00 p.m.
Pradera Avenue west side between La Deney and Bonnie Brae Streets	Wednesday 7:00 a.m. to 2:00 p.m.
Pradera Avenue east side between La Deney and Bonnie Brae Streets	Thursday 7:00 a.m. to 2:00 p.m.
Ramona Avenue west side between La Deney and Bonnie Brae Streets	Thursday 7:00 a.m. to 2:00 p.m.

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

FISCAL IMPACT: The cost to purchase signs, posts, and hardware to implement the changes recommended in proposed Resolution No. 15-3090 is approximately \$800. Funds for the recommended changes are available in the Public Works Fiscal Year 2015-16 Budget.

RECOMMENDATION: Staff recommends the City Council adopt Resolution No. 15-3090 rescinding Resolution No. 14-3047 designating restricted parking on public streets and alleys.

RESOLUTION NO. 15-3090

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

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

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

WHEREAS, parking restrictions that were adopted by the City Council's adoption of Resolution No. 14-3047 are being rescinded by the adoption of this Resolution to incorporate all restricted parking on public streets in one Resolution; and

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

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

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

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Montclair does hereby rescind Resolution No. 14-3047 and adopt the following parking restriction districts in conformance with Section 8.16.010 of the Montclair Municipal Code:

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

Armsley Street from Columbine Avenue east to its terminus	Tuesday 7:00 a.m. to 2:00 p.m.
Armsley Street between Vernon and Del Mar Avenues	Tuesday 7:00 a.m. to 2:00 p.m.
Arrow Highway on the south side In front of 4961 Arrow Highway	No Stopping at any time
Arrow Highway on the north side between Central Avenue and the San Antonio Channel	At any time
Arrow Highway on the south side 250 feet east of Rose Avenue to Vernon Avenue	No parking any time
Bandera Street from Amherst Avenue west to its terminus	Monday 7:00 a.m. to 2:00 p.m.
Bandera Street between Lehigh and Monte Vista Avenues	Monday 7:00 a.m. to 2:00 p.m.
Bandera Street on the north side between Lehigh and Monte Vista Avenues	Monday 7:00 a.m. to 2:00 p.m.
Bandera Street, on the south side between Lehigh and Monte Vista Avenues	Tuesday 7:00 a.m. to 2:00 p.m.
Bandera Street on the south side from 4379 to 4395 Bandera Street	Permit parking only
Bandera Street on the south side from 4594 to 4773 Bandera Street	Permit parking only
Bandera Street on the north side between Monte Vista and Central Avenues	Monday 7:00 a.m. to 2:00 p.m.
Bandera Street on the south side between Monte Vista Avenue and a point 600 feet west of Central Avenue	Monday 7:00 a.m. to 2:00 p.m.
Bandera Street from Benson Avenue west to its terminus	Monday 7:00 a.m. to 2:00 p.m.
Bel Air Avenue between Caroline and Deodar Streets	Tuesday 7:00 a.m. to 2:00 p.m.
Bel Air Avenue between Cambridge and San Bernardino Streets	Tuesday 7:00 a.m. to 2:00 p.m.
Bel Air Avenue from Benito Street north to its terminus	Thursday 7:00 a.m. to 2:00 p.m.

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

Benito Street on the south side between Vernon and Bel Air Avenues	Thursday 7:00 a.m. to 2:00 p.m.
Benito Street on the south side between Bel Air and Benson Avenues	Monday 7:00 a.m. to 2:00 p.m.
Benson Avenue on the west side between Arrow Hwy. and San Jose Street	Tuesday 7:00 a.m. to 2:00 p.m.
Benson Avenue on the west side between San Jose and Palo Verde Streets	Tuesday 7:00 a.m. to 2:00 p.m.
Benson Avenue on the west side between Palo Verde and San Bernardino Streets	Tuesday 7:00 a.m. to 2:00 p.m.
Benson Avenue on the west side between San Bernardino and Benito Streets	Thursday 7:00 a.m. to 2:00 p.m.
9810 Benson Avenue	Permit parking only
9818 Benson Avenue	Permit parking only
Benson Avenue on the west side between Benito and Orchard Streets	Monday 7:00 a.m. to 2:00 p.m.
Benson Avenue on the west side between Orchard and Kingsley Streets	Monday 7:00 a.m. to 2:00 p.m.
Benson Avenue on the west side between Kingsley Street and Holt Boulevard	Monday 7:00 a.m. to 2:00 p.m.
Benson Avenue on the west side between Holt Boulevard and the Southern Pacific Railroad tracks	Daily 9:00 p.m. to 7:00 a.m.
Berkeley Street between Pradera and Norton Avenues	Wednesday 7:00 a.m. to 2:00 p.m.
Berkeley Street between Norton and Kimberly Avenues	Wednesday 7:00 a.m. to 2:00 p.m.
Berkeley Street from Felipe Avenue west to its terminus	7:00 a.m. to 4:00 p.m. during school sessions, except by permit
Berkeley Street from Felipe Avenue west to its terminus	Wednesday 7:00 a.m. to 2:00 p.m.
Berkeley Street between Helena and Greenwood Avenues	Wednesday 7:00 a.m. 2:00 p.m.

Berkeley Street between Helena and Greenwood Avenues	7:00 a.m. to 4:00 p.m. during school sessions, except by permit
Berkeley Street between Rose and Saratoga Avenues	Thursday 7:00 a.m. to 2:00 p.m.
Berkeley Street between Bel Air and Del Mar Avenues	Thursday 7:00 a.m. to 2:00 p.m.
Big Sky Avenue from Grand Avenue north to its terminus	Monday 7:00 a.m. to 2:00 p.m.
Bolton Avenue from Harvard Street north to its terminus	Wednesday 7:00 a.m. to 2:00 p.m.
Bolton Avenue between Rosewood and Berkeley Streets	Wednesday 7:00 a.m. 2:00 p.m.
Bolton Avenue between Rosewood and Berkeley Streets	7:00 a.m. to 4:00 p.m. during school sessions, except by permit
Bolton Avenue between Fauna and Flora Streets	Thursday 7:00 a.m. to 2:00 p.m.
Bonnie Brae Street between Mills and Felipe Avenues	Wednesday 7:00 a.m. to 2:00 p.m.
Bonnie Brae Street north side between Pradera and Ramona Avenues	Thursday 7:00 a.m. to 2:00 p.m.
Bonnie Brae Street between Columbine and Vernon Avenues	Tuesday 7:00 a.m. to 2:00 p.m.
Bonnie Brae Street between Vernon and Del Mar Avenues	Tuesday 7:00 a.m. to 2:00 p.m.
4461 Brooks Street east to Ramona Avenue	No parking any time
4500 Brooks Street West to its terminus	No parking this tract Vehicles over 10,000 GVW
4570 Brooks Street west to Ramona Avenue	No parking any time
4650 Brooks Street	No parking Vehicles over 10,000 GVW
4660 Brooks Street	No parking Vehicles over 10,000 GVW
4664 Brooks Street	No parking Vehicles over 10,000 GVW

Brooks Street on the south side from Monte Vista Avenue west to a point 895 feet west of Monte Vista Avenue	No parking Vehicles over 10,000 GVW
Brooks Street on the south side from Ramona Avenue to a point 480 feet east of Ramona Avenue	No parking any time
Brooks Street between Rose and Benson Avenues	Daily 9:00 p.m. to 7:00 a.m.
Buckskin Avenue between Mane and Rawhide Streets	Monday 7:00 a.m. to 2:00 p.m.
Buckskin Avenue between Phillips Boulevard and Monte Verde Street	Monday 7:00 a.m. to 2:00 p.m.
Buckskin Avenue from Saddleback Street north to its terminus	Monday 7:00 a.m. to 2:00 p.m.
Butterfield Avenue from Phillips Boulevard north to its terminus	Monday 7:00 a.m. to 2:00 p.m.
Camarena Avenue between Rosewood and Benito Streets	Thursday 7:00 a.m. to 2:00 p.m.
Camarena Avenue between Fauna and Kingsley Streets	Monday 7:00 a.m. to 2:00 p.m.
Camarena Avenue between Bandera and Manzanita Streets	Monday 7:00 a.m. to 2:00 p.m.
Cambridge Street between Pradera and Ramona Avenues	Wednesday 7:00 a.m. to 2:00 p.m.
Cambridge Street from Surrey Avenue east to its terminus	Wednesday 7:00 a.m. to 2:00 p.m.
Cambridge Street from Del Mar Avenue to its terminus west of Vernon Avenue	Tuesday 7:00 a.m. to 2:00 p.m.
Camulos Avenue between Arrow Highway and Oakdale Street	Tuesday 7:00 a.m. to 2:00 p.m.
Camulos Avenue between Allesandro and Moreno Streets	Tuesday 7:00 a.m. to 2:00 p.m.
Camulos Avenue from San Jose Street north to its terminus	Tuesday 7:00 a.m. to 2:00 p.m.
Camulos Avenue between La Deney and Hawthorne Streets	Wednesday 7:00 a.m. to 2:00 p.m.

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

Carrillo Avenue between El Morado and Orchard Streets	Thursday 7:00 a.m. to 2:00 p.m.
Carrillo Avenue from Palo Verde Street north to its terminus	Tuesday 7:00 a.m. to 2:00 p.m.
Carrillo Avenue on the west side to its terminus north of Palo Verde Street	Monday through Sunday 7:00 a.m. to 5:00 p.m.
Carrillo Avenue from Saddleback north to its terminus	Monday 7:00 a.m. to 2:00 p.m.
Carrillo Avenue from Saddleback south to its terminus	Monday 7:00 a.m. to 2:00 p.m.
Carrillo Avenue between San Bernardino and Palo Verde Streets	Tuesday 7:00 a.m. to 2:00 p.m.
Central Avenue on the west side between the north City Limits and Arrow Hwy.	At any time
Central Avenue on the east side between the north City Limits and San Bernardino Street	No stopping any time
Central Avenue on the west side between Arrow Highway and Palo Verde Street	No stopping any time
Central Avenue between Benito and Orchard Streets	Thursday 7:00 a.m. to 2:00 p.m.
Central Avenue on the west side between San Bernardino and Benito Streets	At any time
Central Avenue on the east side between San Bernardino and Benito Streets	Thursday 7:00 a.m. to 2:00 p.m.
Central Avenue on the west side between Kingsley and Orchard Streets	At any time
Central Avenue service road from its beginning to its terminus	At any time
Central Avenue on the west side from Howard Street to a point 420 feet north	At any time
Clair Street from Kimberly Avenue to its terminus west of Essex Avenue	Monday 7:00 a.m. to 2:00 p.m.

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

Denver Street from Camulos Avenue west to its terminus	Wednesday 7:00 a.m. to 2:00 p.m.
Denver Street from Camulos Avenue west to its terminus	7:00 a.m. to 4:00 p.m. during school sessions, except by permit
Denver Street between Greenwood and Monte Vista Avenues	Thursday 7:00 a.m. to 2:00 p.m.
Denver Street between Greenwood and Monte Vista Avenues	7:00 a.m. to 4:00 p.m. during school sessions, except by permit
Denver Street from Monte Vista Avenue east to its terminus	Thursday 7:00 a.m. to 2:00 p.m.
Denver Street between Rose and Columbine Avenues	Thursday 7:00 a.m. to 2:00 p.m.
Denver Street between Bel Air and Del Mar Avenues	Monday 7:00 a.m. to 2:00 p.m.
Deodar Street between its terminus west of Columbine Avenue to its terminus east of Del Mar Avenue	Tuesday 7:00 a.m. to 2:00 p.m.
El Morado Street from Ramona Avenue west to its terminus	Wednesday 7:00 a.m. to 2:00 p.m.
El Morado Street from Camulos Avenue west to its terminus	Wednesday 7:00 a.m. to 2:00 p.m.
El Morado Street from Camulos Avenue west to its terminus	7:00 a.m. to 4:00 p.m. during school sessions, except by permit
El Morado Street between Tudor and Monte Vista Avenues	Thursday 7:00 a.m. to 2:00 p.m.
El Morado Street between Marion and Central Avenues	Thursday 7:00 a.m. to 2:00 p.m.
El Morado Street between Rose and Vernon Avenues	Thursday 7:00 a.m. to 2:00 p.m.
Essex Avenue between Howard and Clair Streets	Monday 7:00 a.m. to 2:00 p.m.
Evart Street between Mills and Pradera Avenues	Monday 7:00 a.m. to 2:00 p.m.
Evart Street on the north side between Amherst and Pradera Avenues	Daily 12:00 a.m. to 5:00 a.m.

Evart Street on the south side between Pradera and Amherst Avenues	Monday 7:00 a.m. to 2:00 p.m.
Evart Street from Ramona Avenue east to its terminus	Monday 7:00 a.m. to 2:00 p.m.
Evart Street between Felipe and Tudor Avenues	Thursday 7:00 a.m. to 2:00 p.m.
Evart Street from Coalinga Avenue east to its terminus	Monday 7:00 a.m. to 2:00 p.m.
Evart Street from Marion Avenue east to its terminus	Monday 7:00 a.m. to 2:00 p.m.
Evart Street from Rose Avenue east to its terminus	Monday 7:00 a.m. to 2:00 p.m.
Evart Street between Saratoga and Columbine Avenues	Monday 7:00 a.m. to 2:00 p.m.
Exeter Avenue between Palo Verde and La Deney Streets	Tuesday 7:00 a.m. to 2:00 p.m.
Exeter Avenue between Princeton and San Bernardino Streets	Tuesday 7:00 a.m. to 2:00 p.m.
Fauna Street between Oak Glen and Amherst Avenues	Monday 7:00 a.m. to 2:00 p.m.
Fauna Street between Lehigh and Kimberly Avenues	Monday 7:00 a.m. to 2:00 p.m.
Fauna Street between Felipe and Tudor Avenues	Thursday 7:00 a.m. to 2:00 p.m.
Fauna Street from Tudor Avenue east to its terminus	Thursday 7:00 a.m. to 2:00 p.m.
Fauna Street from Monte Vista Avenue to its terminus east of Coalinga Avenue	Monday 7:00 a.m. to 2:00 p.m.
Fauna Street between Coalinga and Geneva Avenues	Monday 7:00 a.m. to 2:00 p.m.
Fauna Street from Marion Avenue east to its terminus	Monday 7:00 a.m. to 2:00 p.m.
Fauna Street from west of Saratoga Avenue to Vernon Avenue	Monday 7:00 a.m. to 2:00 p.m.
Felipe Avenue from Oakdale Street north to its terminus	Tuesday 7:00 a.m. to 2:00 p.m.

Felipe Avenue between Moreno and Allesandro Streets	Tuesday 7:00 a.m. to 2:00 p.m.
Felipe Avenue from San Jose Street south to its terminus	Wednesday 7:00 a.m. to 2:00 p.m.
Felipe Avenue from Bonnie Brae Street north to its terminus	Wednesday 7:00 a.m. to 2:00 p.m.
Felipe Avenue between Rosewood and Benito Streets	Wednesday 7:00 a.m. to 2:00 p.m.
Felipe Avenue between Rosewood and Benito Streets	7:00 a.m. to 4:00 p.m. during school sessions, except by permit
Felipe Avenue between Orchard and Kingsley Streets	Thursday 7:00 a.m. to 2:00 p.m.
Felipe Avenue from Bandera Street south to its terminus	Monday 7:00 a.m. to 2:00 p.m.
Flora Street between Pradera and Amherst Avenues	Monday 7:00 a.m. to 2:00 p.m.
Flora Street from Ramona Avenue east to its terminus	Monday 7:00 a.m. to 2:00 p.m.
Flora Street between Felipe and Tudor Avenues	Thursday 7:00 a.m. to 2:00 p.m.
Flora Street between Greenwood and Monte Vista Avenues	Thursday 7:00 a.m. to 2:00 p.m.
Flora Street between Monte Vista and Camarena Avenues	Monday 7:00 a.m. to 2:00 p.m.
Flora Street from Coalinga Avenue east to its terminus	Monday 7:00 a.m. to 2:00 p.m.
Flora Street from Fremont Avenue west to its terminus	Monday 7:00 a.m. to 2:00 p.m.
Flora Street from Poulsen Avenue west to its terminus	Monday 7:00 a.m. to 2:00 p.m.
Flora Street from Rose Avenue east to its terminus	Monday 7:00 a.m. to 2:00 p.m.
Fremont Avenue on the east side from Howard Street to a point 120 feet south of Saddleback Street	Monday 7:00 a.m. to 2:00 p.m.

Fremont Avenue on the west side from Howard Street to a point 120 feet south of Grand Avenue	Monday 7:00 a.m. to 2:00 p.m.
Fremont Avenue between Mission Boulevard and Howard Street	Monday 7:00 a.m. to 2:00 p.m.
Fremont Avenue on the east side between Moreno and Olive Streets	At any time
Fremont Avenue on the west side between Olive and Moreno Streets	Tuesday 7:00 a.m. to 2:00 p.m.
Fremont Avenue on the west side between Palo Verde and San Bernardino Streets	Thursday 7:00 a.m. to 2:00 p.m.
Fremont Avenue on the east side between Palo Verde and San Bernardino Streets	Tuesday 7:00 a.m. to 2:00 p.m.
Fremont Avenue on the east side from Palo Verde Street south to 9633 Fremont Avenue	Permit parking only
Fremont Avenue on the west side between Benito and San Bernardino Streets	Thursday 7:00 a.m. to 2:00 p.m.
Fremont Avenue on the east side between Benito and San Bernardino Streets	Tuesday 7:00 a.m. to 2:00 p.m.
Fremont Avenue between Benito and Orchard Streets	Thursday 7:00 a.m. to 2:00 p.m.
Fremont Avenue between Orchard and Kingsley Streets	Monday 7:00 a.m. to 2:00 p.m.
Fremont Avenue between Bandera and Kingsley Streets	Monday 7:00 a.m. to 2:00 p.m.
Galena Avenue between Rosewood and Benito Streets	Wednesday 7:00 a.m. to 2:00 p.m.
Galena Avenue between Rosewood and Benito Streets	7:00 a.m. to 4:00 p.m. during school sessions, except by permit
Galena Avenue from Fauna Street north to its terminus	Thursday 7:00 a.m. to 2:00 p.m.
Geneva Avenue between Olive and Highland Streets	Tuesday 7:00 a.m. to 2:00 p.m.

Geneva Avenue between Rosewood and Benito Streets	Thursday 7:00 a.m. to 2:00 p.m.
Geneva Avenue between Benito and Rudisill Streets	Thursday 7:00 a.m. to 2:00 p.m.
Geneva Avenue between Fauna and Orchard Streets	Monday 7:00 a.m. to 2:00 p.m.
Granada Street from Pradera Avenue east to its terminus	Wednesday 7:00 a.m. to 2:00 p.m.
Granada Street from Ramona Avenue west to its terminus	Wednesday 7:00 a.m. to 2:00 p.m.
Granada Street from Monte Vista Avenue east to its terminus	Thursday 7:00 a.m. to 2:00 p.m.
Granada Street between Rose and Columbine Avenues	Thursday 7:00 a.m. to 2:00 p.m.
Granada Street between Santa Anita and Del Mar Avenues	Monday 7:00 a.m. to 2:00 p.m.
Grand Avenue between Deer Creek and Fremont Avenues	Monday 7:00 a.m. to 2:00 p.m.
Grand Avenue between Monte Vista and Deer Creek Avenues	Monday 7:00 a.m. to 2:00 p.m.
Grand Avenue north side from Ramona Avenue to a point 130 feet east of Carriage Avenue	Monday 7:00 a.m. to 2:00 p.m.
Grand Avenue on the south side from Ramona Avenue east to 4641 Grand Avenue	Monday 7:00 a.m. to 2:00 p.m.
Greenwood Avenue from Harvard Street north to its terminus	Wednesday 7:00 a.m. to 2:00 p.m.
Greenwood Avenue between Rosewood and Benito Streets	Wednesday 7:00 a.m. 2:00 p.m.
Greenwood Avenue between Rosewood and Benito Streets	7:00 a.m. to 4:00 p.m. during school sessions, except by permit
Greenwood Avenue between Benito and Denver Streets	Thursday 7:00 a.m. to 2:00 p.m.
Greenwood Avenue between Benito and Denver Streets	7:00 a.m. to 4:00 p.m. during school sessions,

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

Helena Avenue on the east side between Kingsley and Bandera Streets	Tuesday 7:00 a.m. to 2:00 p.m.
Helena Avenue between Bandera and Manzanita Streets	Monday 7:00 a.m. to 2:00 p.m.
Highland Street between Ramona and Helena Avenues	Tuesday 7:00 a.m. to 2:00 p.m.
Highland Street between Lindero and Geneva Avenues	Tuesday 7:00 a.m. to 2:00 p.m.
Highland Street from Surrey Avenue east to its terminus	Tuesday 7:00 a.m. to 2:00 p.m.
Holt Boulevard on the south side between Central and Rose Avenues	At any time
Holt Boulevard on the south side from 4997 Holt Boulevard east to Central Avenue	At any time
Holt Boulevard on the north side from Ramona Avenue to a point 650 feet east of Ramona Avenue	Monday 7:00 a.m. to 2:00 p.m.
Holt Boulevard on the north side from Ramona to Amherst Avenues	No Parking 2:00 a.m. to 6:00 a.m.
Holt Boulevard on the north side from Ramona to Amherst Avenues	2 Hour Parking
Howard Elementary School 4650 Howard Street	School bus loading zone
Howard Street on the north side between Wesley and Essex Avenues	Monday 7:00 a.m. to 2:00 p.m.
Howard Street on the south side between College Avenue to a point 440 feet east	No stopping School bus loading zone
Howard Street between Essex and Ramona Avenues	Monday 7:00 a.m. to 2:00 p.m.
Howard Street between Monte Vista Ave. and Central Avenues	Monday 7:00 a.m. to 2:00 p.m.
Howard Street on the north side from Monte Vista Avenue to a point 200 feet west of Stagecoach Avenue	Monday 7:00 a.m. to 2:00 p.m.
Howard Street on the south side between Poulsen and Central Avenues	Monday 7:00 a.m. to 2:00 p.m.

Howard Street on the south side between Pipeline and College Avenues	Monday 7:00 a.m. to 2:00 p.m.
Howard Street north side from Ramona Avenue east to 4580 Howard Street	Monday 7:00 a.m. to 2:00 p.m.
Howard Street on the south side from Ramona Avenue east to 4695 Howard Street	Monday 7:00 a.m. to 2:00 p.m.
Huntington Drive on the south side from Claremont Boulevard east to its terminus	Tuesday 7:00 a.m. to 2:00 p.m.
James Place from Camulos Avenue east to its terminus	Wednesday 7:00 a.m. to 2:00 p.m.
Kimberly Avenue from Clair Street north to its terminus	Monday 7:00 a.m. to 2:00 p.m.
Kimberly Avenue between Fauna and Kingsley Streets	Monday 7:00 a.m. to 2:00 p.m.
Kimberly Avenue from Howard Street north to its terminus	Monday 7:00 a.m. to 2:00 p.m.
Kimberly Avenue west side between Kingsley and Bandera Streets	Monday 7:00 a.m. to 2:00 p.m.
Kimberly Avenue east side between Kingsley and Bandera Streets	Tuesday 7:00 a.m. to 2:00 p.m.
Kimberly Avenue from Brooks Street south to its terminus	No parking 2:00 a.m. to 6:00 a.m.
Kimberly Avenue between Mane and Merle Streets	Monday 7:00 a.m. to 2:00 p.m.
Kimberly Avenue between San Bernardino and Berkeley Streets	Wednesday 7:00 a.m. to 2:00 p.m.
Kingsley Street on the north side between Mills and Ramona Avenues	Wednesday 7:00 a.m. to 2:00 p.m.
Kingsley Street on the south side between Mills and Ramona Avenues	Monday 7:00 a.m. to 2:00 p.m.
Kingsley Street on the north side between Ramona and Felipe Avenues	Wednesday 7:00 a.m. to 2:00 p.m.
Kingsley Street on the north side between Felipe and Monte Vista Avenues	Thursday 7:00 a.m. to 2:00 p.m.

Kingsley Street on the south side between Ramona and Monte Vista Avenues	Monday 7:00 a.m. to 2:00 p.m.
Kingsley Street on south side between Ramona Avenue and 20 feet east	Disabled parking
Kingsley Street on the north side between Monte Vista and Central Avenues	Wednesday 7:00 a.m. to 2:00 p.m.
Kingsley Street on the south side between Monte Vista and Central Avenues	Monday 7:00 a.m. to 2:00 p.m.
Kingsley Street on the north side between Central and Benson Avenues	Wednesday 7:00 a.m. to 2:00 p.m.
Kingsley Street on the south side between Central and Benson Avenues	Monday 7:00 a.m. to 2:00 p.m.
Kingsley Elementary School 5625 Kingsley Street	School bus loading zone Monday through Friday 6:30 a.m. to 8:30 a.m.
La Deney Street north side between Pradera and Ramona Avenues	Wednesday 7:00 a.m. to 2:00 p.m.
La Deney Street south side between Pradera and Ramona Avenues	Thursday 7:00 a.m. to 2:00 p.m.
La Deney Street between Ramona and Camulos Avenues	Wednesday 7:00 a.m. to 2:00 p.m.
La Deney Street from Felipe Avenue west to its terminus	Wednesday 7:00 a.m. to 2:00 p.m.
La Deney Street from Rose Avenue to its terminus east of Columbine Avenue	Tuesday 7:00 a.m. to 2:00 p.m.
La Deney Street between Vernon and Del Mar Avenues	Tuesday 7:00 a.m. to 2:00 p.m.
Lehigh Avenue on the west side between 10404 and 10444 Lehigh Avenue	Permit parking only
Lehigh Avenue on the east side between 10421 and 10445 Lehigh Ave	Permit parking only
Lehigh Avenue from Kimberley Avenue north to its terminus	Wednesday 7:00 a.m. to 2:00 p.m.

Lehigh Avenue between Fauna and Kingsley Streets	Monday 7:00 a.m. to 2:00 p.m.
Lehigh Avenue west side between Kingsley Street and Bandera Streets	Monday 7:00 a.m. to 2:00 p.m.
Lehigh Avenue west side from Bandera Street south to its terminus	Monday 7:00 a.m. to 2:00 p.m.
Lehigh Avenue east side between Kingsley and Bandera Streets	Tuesday 7:00 a.m. to 2:00 p.m.
Lehigh Avenue east side from Bandera Street south to its terminus	Tuesday 7:00 a.m. to 2:00 p.m.
Lindero Avenue between Olive and Moreno Streets	Tuesday 7:00 a.m. to 2:00 p.m.
Lindero Avenue between Rosewood and Benito Streets	Thursday 7:00 a.m. to 2:00 p.m.
Lindero Avenue between Benito and Orchard Streets	Thursday 7:00 a.m. to 2:00 p.m.
Mane Street between Monte Vista and Stallion Avenues	Monday 7:00 a.m. to 2:00 p.m.
Mane Street from Ramona Avenue east to its terminus	Monday 7:00 a.m. to 2:00 p.m.
Mane Street between San Pasqual and Kimberly Avenues	Monday 7:00 a.m. to 2:00 p.m.
Mane Street from Stagecoach Avenue west to its terminus	Monday 7:00 a.m. to 2:00 p.m.
Manzanita Street between Helena and Tudor Avenues	Monday 7:00 a.m. to 2:00 p.m.
Manzanita Street between Monte Vista and Camarena Avenues	Monday 7:00 a.m. to 2:00 p.m.
Marion Avenue between Harvard and Palo Verde Streets	Tuesday 7:00 a.m. to 2:00 p.m.
Marion Avenue between El Morado and Orchard Streets	Thursday 7:00 a.m. to 2:00 p.m.
Marion Avenue between Kingsley and Bandera Streets	Monday 7:00 a.m. to 2:00 p.m.
Marion Avenue between Orchard and Kingsley Streets	Monday 7:00 a.m. to 2:00 p.m.

Marion Avenue between Saddleback and Clair Streets	Monday 7:00 a.m. to 2:00 p.m.
Merle Street between Fremont and Central Avenues	Monday 7:00 a.m. to 2:00 p.m.
Merle Street between Fremont and Poulsen Avenues	Monday 7:00 a.m. to 2:00 p.m.
Merle Street between San Pasqual and Ramona Avenues	Monday 7:00 a.m. to 2:00 p.m.
Mills on the east side between Moreno and San Jose Streets	Tuesday 7:00 a.m. to 2:00 p.m.
Mills Avenue on the east side between San Jose and Bonnie Brae Streets	Wednesday 7:00 a.m. to 2:00 p.m.
Mills Avenue on the east side between Palo Verde Street to a point 230 feet south	At any time
Mills Avenue on the east side between Palo Verde and San Bernardino Streets	Wednesday 7:00 a.m. to 2:00 p.m.
Mills Avenue on the west side between San Bernardino Street to a point 650 feet north	At any time
Mills Avenue on the east side between San Bernardino and Benito Streets	Wednesday 7:00 a.m. to 2:00 p.m.
Mills Avenue on the east side between Benito and Orchard Streets	Wednesday 7:00 a.m. to 2:00 p.m.
Mills Avenue on the east side between Orchard and Kingsley Streets	Monday 7:00 a.m. to 2:00 p.m.
4780 Mission Boulevard	2-hour parking
4762 Mission Boulevard	2-hour parking
4923 Mission Boulevard	No parking any time
5111 Mission Boulevard	2-hour parking
5141 Mission Boulevard	2-hour parking
Mission Boulevard on the north side from Ada Street west to 5138 Mission Boulevard	No stopping any time
Mission Boulevard on the south side from Central Avenue west to 5141 Mission Boulevard	No stopping any time

Mission Boulevard on the north side from Fremont Avenue east through 5138 Mission Boulevard	2-hour parking
Mission Boulevard on the north side between Fremont and Monte Vista Avenues	No parking any time
Mission Boulevard on the south side from 4925 Mission Boulevard to Fremont Avenue	2-hour parking
Mission Boulevard on the north side from Monte Vista Avenue west through 4780 Mission Boulevard	No parking any time
Mission Boulevard on the north side between Pipeline and Silicon Avenues	2-hour parking
Mission Boulevard on the north side from Pipeline Avenue to the west City limit	No parking any time
Mission Boulevard on the north side from Ramona Avenue east to 4762 Mission Boulevard	No parking any time
Mission Boulevard on the north side from Ramona Avenue to 4284 Mission Boulevard	No parking any time
Mission Boulevard on the south side between Ramona and Monte Vista Avenues	No parking any time
Mission Boulevard on the north side from Silicon Avenue east through 4284 Mission Boulevard	2-hour parking
Mission Boulevard on the south side between the west City limit and Ramona Avenue	No parking any time
Monte Verde Street between Ada and Poulsen Avenues	Monday 7:00 a.m. to 2:00 p.m.
Monte Vista Avenue from Arrow Highway to a point 150 feet north of Richton Street	At any time
Monte Vista Avenue between Bandera Street and Holt Boulevard	No parking any time

Monte Vista Avenue from Benito Street to a point 220 feet north of Benito Street	Monday through Friday 7:00 a.m. to 6:00 p.m.
Monte Vista Avenue between Benito and Orchard Streets	Thursday 7:00 a.m. to 2:00 p.m.
Monte Verde Street from Buckskin Avenue west to its terminus	Monday 7:00 a.m. to 2:00 p.m.
Monte Vista Avenue on the west side from Harvard Street to a point 300 feet north	Wednesday 7:00 a.m. 2:00 p.m.
Monte Vista Avenue on the west side from the I-10 Freeway off ramp to a point 650 feet south	At any time
Monte Vista Avenue on the east side from Mission Blvd. to a point 77 feet south of Carlton Street	No stopping any time
Monte Vista Avenue on the west side between, Mane Street and Howard Street	Monday 7:00 a.m. to 2:00 p.m.
Monte Vista Avenue on the west side between Mission Blvd. and Mane Street	No stopping any time
Monte Vista Avenue on the east side from a point 77 feet south of Carlton Street to a point 110 feet south of Grand Avenue	Monday 7:00 a.m. to 2:00 p.m.
Monte Vista Avenue on the east side between Moreno Street and Arrow Highway	No Stopping any time
Monte Vista Avenue between Moreno Street and the I-10 Freeway	No stopping any time
Monte Vista Avenue on the west side from Moreno Street to a point 100 feet north of Olive Street	Tuesday 7:00 a.m. to 2:00 p.m.
Monte Vista Avenue on the east side between Orchard and Kingsley Streets	Monday 7:00 a.m. to 2:00 p.m.
Monte Vista Avenue on the west side between Orchard and Kingsley Streets	Thursday 7:00 a.m. to 2:00 p.m.
Monte Vista Avenue on the east side from Orchard Street to a point 400 feet north	At any time

Monte Vista Avenue on the east side between San Bernardino and Benito Streets	Thursday 7:00 a.m. to 2:00 p.m.
Monte Vista Avenue on the west side between San Bernardino and Benito Streets	Wednesday 7:00 a.m. 2:00 p.m.
Monte Vista Avenue west side between State Street and Mission Boulevard	At any time
Moreno Street between Mills Avenue and the San Antonio Channel	Tuesday 7:00 a.m. to 2:00 p.m.
Moreno Street on the north side from Monte Vista Avenue to a point 100 feet west of Surrey Avenue	Tuesday 7:00 a.m. to 2:00 p.m.
Moreno Street on the north side between Lindero and Monte Vista Avenues	No Parking any time
Moreno Street on the north side between Fremont Avenue to a point 100 feet west of Lindero Avenue	Tuesday 7:00 a.m. to 2:00 p.m.
Moreno Street on the north side between Fremont and Central Avenues	No stopping any time
Moreno Street on the south side between Monte Vista and Central Avenues	No parking any time
Moreno Street on the north side from Del Mar Avenue to a point 300 feet east of Vernon Avenue	Tuesday 7:00 a.m. to 2:00 p.m.
Norton Avenue between Alamitos and Benito Streets	Wednesday 7:00 a.m. to 2:00 p.m.
Oak Glen Avenue between Fauna and Evert Streets	Monday 7:00 a.m. to 2:00 p.m.
Oak Glen Avenue from Holt Boulevard south to its terminus	Monday 7:00 a.m. to 2:00 p.m.
Oakdale Street from Ramona Avenue to its terminus east of Felipe Avenue	Tuesday 7:00 a.m. 2:00 p.m.
Olive Street between Ramona and Helena Avenues	Tuesday 7:00 a.m. 2:00 p.m.
Olive Street between Surrey and Monte Vista Avenues	Tuesday 7:00 a.m. 2:00 p.m.

Olive Street on the north side from Fremont Avenue west to its terminus	At any time
Olive Street on the south side from Fremont Avenue west to its terminus	Tuesday 7:00 a.m. 2:00 p.m.
Olive Street from Monte Vista Avenue East to its terminus	Tuesday 7:00 a.m. 2:00 p.m.
Olive Street between Central and Vernon Avenues	Tuesday 7:00 a.m. 2:00 p.m.
Orchard Street on the north side between Mills and Ramona Avenues	Wednesday 7:00 a.m. to 2:00 p.m.
Orchard Street on the south side between Mills and Ramona Avenues	Monday 7:00 a.m. to 2:00 p.m.
Orchard Street on the north side between Ramona and Camulos Avenues	Wednesday 7:00 a.m. to 2:00 p.m.
Orchard Street on the south side between Ramona and Felipe Avenues	Monday 7:00 a.m. to 2:00 p.m.
Orchard Street on the north side from Monte Vista Avenue to a point 120 feet west of Tudor Avenue	Thursday 7:00 a.m. to 2:00 p.m.
Orchard Street on the south side between Tudor and Monte Vista Avenues	Thursday 7:00 a.m. to 2:00 p.m.
Orchard Street on the north side between Lindero and Monte Vista Avenues	At any time
Orchard Street on the north side from Fremont Avenue to a point 100 feet west of Lindero Avenue	Thursday 7:00 a.m. to 2:00 p.m.
Orchard Street on the north side between Fremont to Central Avenues	Thursday 7:00 a.m. to 2:00 p.m.
Orchard Street on the south side between Geneva and Monte Vista Avenues	7:00 a.m. to 4:00 p.m. during school sessions except by permit
Orchard Street on the south side between Monte Vista and Central Avenues	Monday 7:00 a.m. to 2:00 p.m.
Orchard Street on the north side between Central and Vernon Avenues	Thursday 7:00 a.m. to 2:00 p.m.

Orchard Street on the north side between Vernon and Bel Air Avenues	Thursday 7:00 a.m. to 2:00 p.m.
Orchard Street on the north side between Bel Air and Benson Avenues	Monday 7:00 a.m. 2:00 p.m.
Orchard Street on the south side between Central and Benson Avenues	Monday 7:00 a.m. to 2:00 p.m.
Palo Verde Street on the north side from Central Avenue to a point of 210 feet west	At any time
Palo Verde Street on the north side from Mills Avenue to a point 470 feet east	At any time
Palo Verde Street between Central and Benson Avenues	Wednesday 7:00 a.m. to 2:00 p.m.
Pipeline Avenue on the east side from Howard Street south to 11171 Pipeline Avenue	Monday 7:00 a.m. to 2:00 p.m.
Poulsen Avenue between Benito and Orchard Street	Thursday 7:00 a.m. to 2:00 p.m.
Poulsen Avenue between Clair and Howard Streets	Monday 7:00 a.m. to 2:00 p.m.
Poulsen Avenue between Clair and Monte Verde Streets	Monday 7:00 a.m. to 2:00 p.m.
Poulsen Avenue between Merle and Howard Streets	Monday 7:00 a.m. to 2:00 p.m.
Poulsen Avenue between Orchard and Kingsley Streets	Monday 7:00 a.m. to 2:00 p.m.
Poulsen Avenue between Yale and Harvard Streets	Tuesday 7:00 a.m. 2:00 p.m.
Pradera Avenue west side between La Deney and Bonnie Brae Streets	Wednesday 7:00 a.m. to 2:00 p.m.
Pradera Avenue east side between La Deney and Bonnie Brae Streets	Thursday 7:00 a.m. to 2:00 p.m.
Pradera Avenue from San Bernardino Court north to its terminus north of Cambridge Street	Wednesday 7:00 a.m. to 2:00 p.m.
Pradera Avenue between Berkeley and Benito Streets	Wednesday 7:00 a.m. to 2:00 p.m.

Pradera Avenue between Benito and Orchard Streets	Wednesday 7:00 a.m. to 2:00 p.m.
Pradera Avenue between Orchard and Fauna Streets	Monday 7:00 a.m. to 2:00 p.m.
Pradera Avenue between Flora and Evert Streets	Monday 7:00 a.m. to 2:00 p.m.
Pradera Avenue between Evert and Kingsley Streets	Monday 7:00 a.m. to 2:00 p.m.
Pradera Avenue west side from Kingsley Street south to its terminus	Monday 7:00 a.m. to 2:00 p.m.
Pradera Avenue east side from Kingsley Street south to its terminus	Tuesday 7:00 a.m. to 2:00 p.m.
Princeton Street between Pradera and Ramona Avenues	Wednesday 7:00 a.m. to 2:00 p.m.
Princeton Street between Surrey and Monte Vista Avenues	Wednesday 7:00 a.m. to 2:00 p.m.
Princeton Street between Exeter and Vernon Avenues	Tuesday 7:00 a.m. to 2:00 p.m.
Princeton Street from Bel Air east to its terminus	Tuesday 7:00 a.m. to 2:00 p.m.
Ramona Avenue on the west side from Howard Street to a point 265 feet north of Merle Street	No stopping any time
Ramona Avenue on the east side from Oakdale Street north to its terminus	Tuesday 7:00 a.m. to 2:00 p.m.
Ramona Avenue between Olive and Moreno Streets	Tuesday 7:00 a.m. to 2:00 p.m.
Ramona Avenue between Moreno and San Jose Streets	Tuesday 7:00 a.m. to 2:00 p.m.
Ramona Avenue between San Jose and Bonnie Brae Streets	Wednesday 7:00 a.m. to 2:00 p.m.
Ramona Avenue west side between La Denev and Bonnie Brae Streets	Thursday 7:00 a.m. to 2:00 p.m.
Ramona Avenue between Palo Verde and San Bernardino Streets	Wednesday 7:00 a.m. to 2:00 p.m.
Ramona Avenue between San Bernardino and Benito Streets	Wednesday 7:00 a.m. 2:00 p.m.

Ramona Avenue on the east side between Benito and Orchard Streets	Wednesday 7:00 a.m. to 2:00 p.m.
Ramona Avenue between Orchard and Kingsley Streets	Monday 7:00 a.m. to 2:00 p.m.
Ramona Avenue on the west side between Kingsley Street and Holt Boulevard	Monday 7:00 a.m. to 2:00 p.m.
Ramona Avenue on the east side between Kingsley Street and Holt Boulevard	Tuesday 7:00 a.m. to 2:00 p.m.
Ramona Avenue between Holt Boulevard and Brooks Street	No stopping any time
Ramona Avenue between State Street and Mission Boulevard	At any time
Ramona Avenue on the west side from Mission Boulevard to a point 295 feet south	At any time
Ramona Avenue on the west side between Grand Avenue and Howard Street	No stopping any time
Ramona Avenue on the east side between Mission and Phillips Boulevards	No stopping any time
Rawhide Street from Buckskin Avenue east to its terminus	Monday 7:00 a.m. to 2:00 p.m.
Rawhide Street from Stallion Avenue east to its terminus	Monday 7:00 a.m. to 2:00 p.m.
Rawhide Street from Stallion Avenue west to its terminus	Monday 7:00 a.m. to 2:00 p.m.
Richton Street between Monte Vista and Central Avenues	No stopping any time
Rodeo Street between Fremont and Whitewater Avenues	Monday 7:00 a.m. to 2:00 p.m.
Rodeo Street from San Pasqual Avenue east to its terminus	Monday 7:00 a.m. to 2:00 p.m.
Rodeo Street from Shetland Avenue east to its terminus	Monday 7:00 a.m. to 2:00 p.m.

Rodeo Street from Stagecoach Avenue east to its terminus	Monday 7:00 a.m. to 2:00 p.m.
Rodeo Street from Wesley Avenue west to its terminus	Monday 7:00 a.m. to 2:00 p.m.
Rose Avenue between San Jose and Palo Verde Streets	Tuesday 7:00 a.m. to 2:00 p.m.
Rose Avenue between San Bernardino and Benito Streets	Thursday 7:00 a.m. to 2:00 p.m.
Rose Avenue between Benito and Orchard Streets	Thursday 7:00 a.m. to 2:00 p.m.
Rose Avenue between Flora and Kingsley Streets	Monday 7:00 a.m. to 2:00 p.m.
Rose Avenue between Holt Boulevard and Brooks Street	Daily 9:00 p.m. to 7:00 a.m.
Rosewood Street between San Bernardino Street west to its terminus	Wednesday 7:00 a.m. to 2:00 p.m.
Rosewood Street between Helena and Camulos Avenues	Wednesday 7:00 a.m. 2:00 p.m.
Rosewood Street between Bolton and Monte Vista Avenues	Wednesday 7:00 a.m. 2:00 p.m.
Rosewood Street between Fremont and Monte Vista Avenues	Thursday 7:00 a.m. 2:00 p.m.
Rosewood Street between Monte Vista and Ramona Avenues	7:00 a.m. to 4:00 p.m. during school sessions, except by permit
Rosewood Street between Rose and Vernon Avenues	Thursday 7:00 a.m. to 2:00 p.m.
Rudisill Street between Mills and Amherst Avenues	Wednesday 7:00 a.m. to 2:00 p.m.
Rudisill Street from Camulos Avenue west to its terminus	Wednesday 7:00 a.m. to 2:00 p.m.
Rudisill Street from Camulos Avenue west to its terminus	7:00 a.m. to 2:00 p.m. during school sessions except by permit
Rudisill Street between Lindero and Geneva Avenues	Thursday 7:00 a.m. to 2:00 p.m.

Rudisill Street between Rose and Columbine Avenues	Thursday 7:00 a.m. to 2:00 p.m.
Saddleback Street between Fremont and Carrillo Avenues	Monday 7:00 a.m. to 2:00 p.m.
Saddleback Street between Fremont and Whitewater Avenues	Monday 7:00 a.m. to 2:00 p.m.
Saddleback Street between Poulsen and Central Avenues	Monday 7:00 a.m. to 2:00 p.m.
Saddleback Street between Ramona and Carriage Avenues	Monday 7:00 a.m. to 2:00 p.m.
San Bernardino Court between San Bernardino Street and Mills Avenue	Wednesday 7:00 a.m. to 2:00 p.m.
San Bernardino Street between Mills and Ramona Avenues	Wednesday 7:00 a.m. to 2:00 p.m.
San Bernardino Street on the north side from San Bernardino Court to a point 400 feet east of Mills Avenue	At any time
San Bernardino Street on the north side from Helena Avenue to a point 300 feet west	Wednesday 7:00 a.m. to 2:00 p.m.
San Bernardino Street on the north side between Helena and Monte Vista Avenues	Wednesday 7:00 a.m. to 2:00 p.m.
San Bernardino Street on the south side between Ramona Avenue and the San Antonio Channel	Wednesday 7:00 a.m. to 2:00 p.m.
San Bernardino Street on the south side between Helena and Monte Vista Avenues	Thursday 7:00 a.m. to 2:00 p.m.
San Bernardino Street on the north side between Fremont and Central Avenues	Tuesday 7:00 a.m. to 2:00 p.m.
San Bernardino Street on the south side between Fremont and Central Avenues	Thursday 7:00 a.m. to 2:00 p.m.
San Bernardino Street on the north side between Central and Benson Avenues	Tuesday 7:00 a.m. to 2:00 p.m.
San Bernardino Street on the south side between Central and Vernon Avenues	Thursday 7:00 a.m. to 2:00 p.m.

San Bernardino Street on the south side from Benson Avenue to a point 845 feet west	No parking tow away zone Monday through Friday Noon to 3:00 p.m.
San Jose Street on the north side between Mills and Ramona Avenues	Tuesday 7:00 a.m. to 2:00 p.m.
San Jose Street on the south side between Mills and Ramona Avenues	Wednesday 7:00 a.m. to 2:00 p.m.
San Jose Street between Ramona Avenue and the San Antonio Channel	Tuesday 7:00 a.m. to 2:00 p.m.
San Jose Street on the south side from Monte Vista Avenue to a point 400 feet west	No parking any time
San Jose Street on the south side from a point 465 foot east to a point 620 feet east of the San Antonio Channel	School bus loading zone
San Jose Street from Benson Avenue to its terminus west of Rose Avenue	Tuesday 7:00 a.m. to 2:00 p.m.
San Pasqual Avenue from Howard Street north to its terminus	Monday 7:00 a.m. to 2:00 p.m.
San Pasqual Avenue between Howard and Clair Streets	Monday 7:00 a.m. to 2:00 p.m.
San Pasqual Avenue between Mane and Merle Streets	Monday 7:00 a.m. to 2:00 p.m.
Santa Anita Avenue from Berkeley Street north to its terminus	Thursday 7:00 a.m. to 2:00 p.m.
Santa Anita Avenue between Benito and Denver Streets	Monday 7:00 a.m. to 2:00 p.m.
Santa Anita Avenue from Orchard Street north to its terminus	Monday 7:00 a.m. to 2:00 p.m.
Santa Anita Avenue between Orchard and Kingsley Streets	Monday 7:00 a.m. to 2:00 p.m.
Saratoga Avenue between Alamos and Berkeley Streets	Thursday 7:00 a.m. to 2:00 p.m.
Saratoga Avenue between Fauna and Kingsley Streets	Monday 7:00 a.m. to 2:00 p.m.

Shetland Avenue from Howard Street north to its terminus	Monday 7:00 a.m. to 2:00 p.m.
Shetland Avenue from Mane Street north to its terminus	Monday 7:00 a.m. to 2:00 p.m.
Shetland Avenue from Saddleback Street north to its terminus	Monday 7:00 a.m. to 2:00 p.m.
Shirley Lane from Vernon Avenue west to its terminus	Monday 7:00 a.m. to 2:00 p.m.
Stagecoach Avenue between Howard and Mane Streets	Monday 7:00 a.m. to 2:00 p.m.
Stallion Avenue between Mane and Rodeo Streets	Monday 7:00 a.m. to 2:00 p.m.
Stallion Avenue between Rawhide Street and Mission Boulevard	Monday 7:00 a.m. to 2:00 p.m.
State Street on the south side between Ramona Avenue to a point 230 feet west	At any time
Surrey Avenue between Olive and Moreno Streets	Tuesday 7:00 a.m. to 2:00 p.m.
Surrey Avenue from Harvard Street north to its terminus	Wednesday 7:00 a.m. to 2:00 p.m.
Surrey Avenue between Rosewood and Berkeley Streets	Wednesday 7:00 a.m. 2:00 p.m.
Surrey Avenue between Rosewood and Berkeley Streets	7:00 a.m. to 4:00 p.m. during school sessions, except by permit
Surrey Avenue between Yale and Princeton Streets	Wednesday 7:00 a.m. to 2:00 p.m.
Sycamore Avenue between Olive and Moreno Streets	Tuesday 7:00 a.m. to 2:00 p.m.
Tudor Avenue from Harvard Street north to its terminus	Wednesday 7:00 a.m. to 2:00 p.m.
Tudor Avenue between Rosewood and Berkeley Streets	Wednesday 7:00 a.m. 2:00 p.m.
Tudor Avenue between Rosewood and Berkeley Streets	7:00 a.m. to 4:00 p.m. during school sessions except by permit
Tudor Avenue between El Morado and Orchard Streets	Thursday 7:00 a.m. to 2:00 p.m.

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

APPROVED AND ADOPTED this XX day of XX, 2015.

Mayor

ATTEST:

Deputy City Clerk

I, Andrea M. Phillips, Deputy City Clerk of the City of Montclair, DO HEREBY CERTIFY that Resolution No. 15-3090 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, 2015, and that it was adopted by the following vote, to-wit:

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

Andrea M. Phillips
Deputy City Clerk

AGENDA REPORT

SUBJECT: CONSIDER ADOPTION OF RESOLUTION NO. 15-3091 URGING THE STATE TO PROVIDE NEW SUSTAINABLE FUNDING FOR STATE AND LOCAL TRANSPORTATION INFRASTRUCTURE	DATE: August 3, 2015 SECTION: RESOLUTIONS ITEM NO.: 3 FILE I.D.: STG200 DEPT.: ADMIN. SVCS.
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REASON FOR CONSIDERATION: As part of the State’s Fiscal Year 2015-2016 Budget, Governor Brown called for the legislature to develop and enact permanent and sustainable funding to maintain and repair the state’s transportation and critical infrastructure, improve the state’s key trade corridors, and complement local infrastructure efforts. In order to ensure the equitability in the distribution of any new transportation funding sources it is necessary that the City of Montclair adopt a resolution urging Governor Brown and the legislature to develop and provide new sustainable funding for state and local transportation infrastructure that are equitable in their distribution of funds.

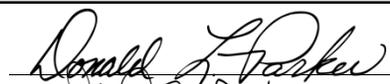
A copy of proposed Resolution No. 15-3091 urging the state to provide new sustainable funding for state and local transportation infrastructure is attached for the City Council’s review and consideration.

BACKGROUND: California faces considerable challenges in its ability to fund crucial maintenance and repair of its core transportation infrastructure—state highways, local streets, roads, and bridges—and current resources do not adequately support the maintenance of this vast system.

During the Great Recession, the legislature had to make tough choices to balance the state's budget. One of them was shifting more than \$1 billion in annual truck weight fees from the State Highway Account to the General Fund. This means that for the past five years, money collected to repair local roads and fund transportation projects around the state has been collected, but not spent on our roads. Instead, it has been used for general expenses and bond debt service. As a result, the backlog in transportation maintenance and repairs has ballooned to nearly \$59 billion.

In order to track the backlog in transportation maintenance and repair and assess the state of local and state transportation infrastructure, the League of California Cities, the California State Association of Counties, and the California’s Regional Transportation Planning Agencies created the California Statewide Local Streets and Roads Needs Assessment report.

Updated biennially, the Report is a comprehensive and systematic assessment of the

Prepared by: 	Fiscal Impact Finance Review:	
Proofed by: 	Reviewed and Approved By:	

state's local street and road network including pavements, bridges and essential components like sidewalks, traffic signals, and storm drains. It includes an analysis of current funding available to cities and counties to maintain the local network and identifies a funding shortfall to preserve the \$188 billion transportation infrastructure.

The findings from the latest California Statewide Local Streets and Roads Needs Assessment Report, released in October of 2014, indicates that California's local streets and roads are on a path of significant decline. On a scale of zero (failed) to 100 (excellent), the statewide average pavement condition index (PCI) is 66, placing it in the "at risk" category where pavements will begin to deteriorate much more rapidly and require rehabilitation or rebuilding rather than more cost-effective preventative maintenance if funding is not increased.

The Report found that the cost bring the local transportation system up-to-date would cost approximately \$78.3 billion over the next 10 years. The funding shortfall has grown from \$71.4 billion in 2008 to \$78.3 billion in 2014—an increase of nearly \$7 billion in just six short years. Cities and counties need an additional \$1.7 billion just to maintain a status quo, and much more revenue to operate the system with Best Management Practices, which would reduce the total amount of funding needed for maintenance in the future.

An additional \$3 billion annual investment in the local streets and roads system is expected to improve pavement conditions statewide from an average "at risk" condition to an average "good" condition. If additional funding isn't secured now, it will cost taxpayers twice as much to fix the transportation system in the future, as failure to act this year will increase unmet funding needs for local transportation facilities by \$11 billion in five years and \$21 billion in ten years.

The City of Montclair urges Governor Brown and the Legislature to adopt the following priorities for funding California's streets and roads:

1. Make a significant investment in transportation infrastructure;
2. Focus on maintaining and rehabilitating the current transportation system;
3. Equally split funds between state and local projects;
4. Raise revenues across a broad range of options;
5. Invest a portion of diesel tax and/or cap and trade revenue to high-priority goods movement projects;
6. Create strong accountability requirements to protect taxpayers' investment; and
7. Provide consistent annual funding levels.

FISCAL IMPACT: Adoption of proposed Resolution No. 15-3091 would have no direct fiscal impact on the City's General Fund.

RECOMMENDATION: Staff recommends the City Council adopt Resolution No. 15-3091 urging the state to provide new sustainable funding for state and local transportation infrastructure.

RESOLUTION NO. 15-3091

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
MONTCLAIR URGING THE STATE TO PROVIDE NEW
SUSTAINABLE FUNDING FOR STATE AND LOCAL
TRANSPORTATION INFRASTRUCTURE**

WHEREAS, Governor Brown has called an extraordinary session of the legislature to address the immense underfunding of California's transportation infrastructure; and

WHEREAS, cities and counties own and operate more than 81 percent of streets and roads in California; and

WHEREAS, the City of Montclair has participated in efforts with the California State Association of Counties, League of California Cities, and California's Regional Transportation Planning Agencies to study unmet funding needs for local roads and bridges, including sidewalks and other essential components; and

WHEREAS, the resulting 2014 California Statewide Local Streets and Roads Needs Assessment, which provides critical analysis and information on the local transportation network's condition and funding needs, indicates that the condition of the local transportation network is deteriorating as predicted in the initial 2008 study; and

WHEREAS, the results show that California's local streets and roads are on a path of significant decline. On a scale of zero (failed) to 100 (excellent), the statewide average pavement condition index (PCI) is 66, placing it in the "at risk" category where pavements will begin to deteriorate much more rapidly and require rehabilitation or rebuilding rather than more cost-effective preventative maintenance if funding is not increased; and

WHEREAS, if funding remains at the current levels, in 10 years, 25 percent of local streets and roads in California will be in "failed" condition; and

WHEREAS, cities and counties need an additional \$1.7 billion just to maintain a status quo pavement condition of 66, and much more revenue to operate the system with Best Management Practices, which would reduce the total amount of funding needed for maintenance in the future; and

WHEREAS, reports indicate that an additional \$3 billion annual investment in the local streets and roads system is expected to improve pavement conditions statewide from an average "at risk" condition to an average "good" condition; and

WHEREAS, if additional funding isn't secured now, it will cost taxpayers twice as much to fix the local system in the future, as failure to act this year will increase unmet funding needs for local transportation facilities by \$11 billion in five years and \$21 billion in ten years.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Montclair strongly urges Governor Brown and legislature to identify a sufficient and stable funding source for local street and road and state highway maintenance and rehabilitation to ensure the safe and efficient mobility of the traveling public and the

economic vitality of California and adopt the following priorities for funding California's streets and roads.

1. Make a significant investment in transportation infrastructure. Any package should seek to raise at least \$6 billion annually and should remain in place for at least 10 years or until an alternative method of funding our transportation system is agreed upon.
2. Focus on maintaining and rehabilitating the current transportation system. Repairing California's streets and highways involves much more than fixing potholes. It requires major road pavement overlays, fixing unsafe bridges, providing safe access for bicyclists and pedestrians, replacing storm water culverts, as well as operational improvements that necessitate the construction of auxiliary lanes to relieve traffic congestion choke points and fixing design deficiencies that have created unsafe merging and other traffic hazards. Efforts to supply funding for transit in addition to funding for roads should also focus on fixing the current system first.
3. Equally split funds between state and local projects. The City of Montclair supports sharing revenue for roadway maintenance equally (50/50) between the state, cities, and counties, given the equally-pressing funding needs of both systems, as well as the longstanding historical precedent for collecting transportation user fees through a centralized system and sharing the revenues across the entire network through direct subventions.
4. Raise revenues across a broad range of options. Research by the California Alliance for Jobs and Transportation California shows that voters strongly support increased funding for transportation improvements. They are much more open to a package that spreads potential tax or fee increases across a broad range of options, including fuel taxes, license fees, and registration fees, rather than just one source. Additionally, any package should move California toward an all-users pay structure, in which everyone who benefits from the system contributes to maintaining it—from traditional gasoline-fueled vehicles, to new hybrids or electric vehicles, to commercial vehicles.
5. Invest a portion of diesel tax and/or cap and trade revenue to high-priority goods movement projects. While the focus of a transportation funding package should be on maintaining and rehabilitating the existing system, California has a critical need to upgrade the goods movement infrastructure that is essential to our economic well-being. Establishing a framework to make appropriate investments in major goods movement arteries can lay the groundwork for greater investments in the future that will also improve air quality and reduce greenhouse gas emissions.
6. Create strong accountability requirements to protect taxpayers' investment. Voters and taxpayers must be assured that all transportation revenues are spent responsibly. Local governments are accustomed to employing transparent processes for selecting road maintenance projects aided by pavement management systems, as well as reporting on the expenditure of transportation funds through the State Controller's Local Streets and Roads Annual Report.

7. Provide consistent annual funding levels. Under current statute, the annual gas tax adjustment by the Board of Equalization is creating extreme fluctuations in funding levels—a \$900 million drop in this budget year alone. A transportation funding package should contain legislation that will create more consistent revenue projections and allow Caltrans and transportation agencies the certainty they need for longer term planning.

APPROVED AND ADOPTED this XX day of XX, 2015.

Mayor

ATTEST:

Deputy City Clerk

I, Andrea M. Phillips, Deputy City Clerk of the City of Montclair, DO HEREBY CERTIFY that Resolution No. 15-3091 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, 2015, and that it was adopted by the following vote, to-wit:

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

Andrea M. Phillips
Deputy City Clerk

**MINUTES OF THE REGULAR MEETING OF THE PUBLIC
WORKS COMMITTEE HELD ON THURSDAY, JULY 16, 2015,
AT 4:00 P.M. IN THE CITY MANAGER'S CONFERENCE
ROOM, 5111 BENITO STREET, MONTCLAIR, CALIFORNIA**

I. CALL TO ORDER

Chair Raft called the meeting to order at 4:00 p.m.

II. ROLL CALL

Present: Chair Raft; Committee Member Eaton; City Manager Starr; Deputy City Manager/Director of Economic Development Staats; Office of Public Safety/Police Chief deMoet; Director of Community Development Lustro; Public Works Director/City Engineer Hudson; Public Works Superintendent Mendez; and Facilities and Grounds Superintendent McGehee.

III. APPROVAL OF MINUTES

The Public Works Committee approved the minutes of the Public Works Committee Meeting of June 18, 2015.

IV. PUBLIC COMMENT - None

V. PUBLIC WORKS DEPT. UPDATES/ITEMS

A. OPERATION / FACILITIES AND GROUND ITEMS

1. MAINTENANCE ACTIVITY REPORTS ATTACHED

There were no questions or issues with the maintenance activities report. Public Works Superintendent Mendez and Facilities and Grounds Superintendent McGehee had nothing to announce.

2. DISCUSSION OF STREET SWEEPING SCHEDULE MODIFICATION IN AREA NORTH OF I-10 AND EAST OF MILLS AVENUE

At a previous Council Meeting of May 2015, a resident presented several issues of parking on street sweeping days in the area north of the 1-10 Freeway and east of Mills Avenue. The major concern is not enough parking spaces on public streets, due to the number of vehicles at the apartment complex and residents are walking a far distance. Public Works Superintendent Mendez spoke with the Sweeper Motor Operators and discussed several solutions. Public Works Staff recommends modifying the street sweeping schedule to alternate days for this area. This modification will cost the City \$1,003.32 which includes revising new signs, posts, and hardware. The labor can be completed by Public Works Personnel. Montclair residents will be mailed a

letter to inform them of the street sweeping schedule change and City Staff will update the parking resolution. The August 3rd agenda will have the updated modification sent to The Council Meeting.

Public Works Superintendent Mendez would like to modify street sweeping signs at two other locations. The first location is Benson Avenue between Arrow Highway and San José Street. On the Montclair side of the street, there are no restrictions posted and the Sweeper Operators are unable to sweep the area. This modification will cost the City \$575.00 in materials. The second location is the 4300 Block of Holt Boulevard to Amherst Avenue on the North side of the street and will cost the City \$320.00. The recommendation made by Public Works Superintendent Mendez is to post no parking on street sweeping days at both locations.

B. ENGINEERING DIVISION ITEMS

1. DISCUSSION OF LIMITED TERM PARKING ON HOLT BOULEVARD FOR AUTO DEALERS (LIBERTY'S MOTORS, LA COSTA AUTO SALES)

The City has been informed by Liberty's Motors and LA Costa Auto Sales that there is no parking or limited parking for customers, due to residents parking on the street. Public Works staff recommends limited term parking with a time limit of two hours on Holt Boulevard. The City has various locations with limited term parking but the issue is enforcing specified parking regulations. The Police Department will dedicate specific time to send officers to monitor Holt Boulevard and the Montclair Police Department is adding two cadets in the near future which will assist with the reinforcement. Office of Public Safety/Police Chief deMoet said after the new signage is placed, the Police Department will routinely send Officers for a two-week period to enforce the new modification.

Chair Raft will contact both dealerships and verify if the two-hour limit is adequate for customers and get back to the Committee with results. Once the time limit is verified, the City will update the resolution and install new signage.

2. DISCUSSION OF CELL TOWER LEASE EXTENSION AT 4936 PALO VERDE STREET

Deputy City Manager/Director of Economic Development Staats was contacted by the current owners of the cell tower located at 4936 Palo Verde Street for a request to extend the lease. The original lease commenced on February 15, 2000, with a term of five years with five successive five-year term options. The rent started at \$1,250.00 a month with a four percent annual increase and a one-time initiation fee of \$10,000.00. The current rent is \$2,251.17.

SBA would like to add an additional 20 years upon the current 15 year lease. This will extend the lease to February 14, 2030, with an additional term to 2050. The rent would be \$2,251.17 plus a four percent annual increase and a one-time initiation fee of \$5,000.00. This information was brought forward to the Committee to gauge the interest in the extension. The City will stipulate an upgrade on the sub-structure of the tower in the terms of the contract. Public Works Director/City Engineer Hudson expressed concern that if Caltrans added an express lane to the 1-10 Freeway, the Freedom Plaza Park area may be affected. The City could have a financial loss as a landlord and may be financially compensated if the cell tower had to go completely. The City will know as early as next year if the cell tower will be impacted by Caltrans decision with the 1-10 Freeway.

VI. POLICE DEPARTMENT UPDATES/ITEMS - None

Public Works Superintendent Mendez wanted to inform Office of Public Safety/Police Chief deMoet of issues associated with homeless individuals throughout the City. The Public Works Staff has noticed an increase of issues related to homeless individuals under the bridge wash located near 4051 Holt Boulevard. Public Works Employees witnessed smoke coming from under the bridge and found two individuals had started a fire. The Army Corps of Engineers was contacted to repair the broken and down fence under the bridge. Public Works Superintendent Mendez would like to see a concrete closure to block access for individuals under the bridge. Public Works Director/City Engineer Hudson stated that the City owns the bridge but not the area under the bridge and any adjustments will need to be approved by the Army Corps of Engineers.

Public Works Superintendent Mendez was informed by Officer Robert Pipersky that the visibility of stop signs is blocked by trees in the median islands at the Paseos Apartment Complex. Director of Community Development Lustro will review the stop signs and get back to the Committee with recommend results.

VII. COMMUNITY DEVELOPMENT DEPARTMENT PROJECT UPDATES/ITEMS

A. ORCHARD PLAZA UPDATE

Grading has started at the Orchard Plaza project on Ramona Avenue and Holt Boulevard. The project is moving forward and Director of Community Development Lustro will inform the Committee with future updates.

B. MONTCLAIR SHOPPES 9303-9407 CENTRAL AVENUE UPDATE

The Montclair Shoppes project is currently framing the Starbucks building however there will be a delay in the process of the other two buildings framing as there is not an acceptable driving surface in the

middle of the lot from incomplete underground utilities. The contractor will continue framing when complete.

VIII. CAPITAL PROJECT UPDATES

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

A. MONTE VISTA AVENUE/UPRR GRADE SEPARATION PROJECT

The consultant team, Public Works Director/City Engineer Hudson, and San Bernardino Associated Governments (SANBAG) members had a meeting on July 16 to discuss the schedule of this project. SANBAG is pushing to use funds for this project before its deadline and the design plans should be complete by the end of this year. The next step is to request for an allocation for the grade separation monies from California Transportation Commission by April 1, 2016, and the construction should break ground in January of 2017.

B. CENTRAL AVENUE/UPRR GRADE SEPERATION RECONSTRUCTION

The City received a notice from Caltrans on July 16th with the updated status of the Central Avenue Bridge. The status went from structurally deficient to being fine. Caltrans stated that this project will require rehabilitation to the bridge deck, the parapet structure, and a few other repairs rather than complete removal and reconstruction. The bridge rating was changed and the Federal Government introduced new protocol and inspection criteria. Public Works Director/City Engineer Hudson stated this will impact the City with the worst case scenario being that the City will get funds through the bridge rehabilitation and the best case scenario is the City will get to keep the monies received for the complete removal and reconstruction of the Central Avenue Bridge.

C. RECREATION BUILDING REMODEL-PHASE ONE RESTROOM AND SHOWERS

The remodel is nearly complete and will be finished by the end of next week. The contractors have to install fixtures, partition, and clean up the area.

D. RECREATION BUILDING REMODEL-PHASE TWO WEIGHT ROOM

The City would like to see the weight room turned into an updated fitness center. The design is complete and currently in the Building Division for plan inspection. The project will be on the agenda and sent to the Council Meeting of July 20, 2015, for a request for authorization to advertise (RFA). The project could possibly be scheduling for an awarding in September and under construction by October.

E. CENTRAL AVENUE/SAN BERNARDINO STREET TRAFFIC SIGNAL UPGRADE

The contractor's bid submitted for the traffic signal upgrade was close to the initial estimate. This projects disadvantage business enterprise (DBE) goal is at 5%, so the contractor hired a sub-contractor to furnish the video detection equipment. Public Works Staff had a meeting with the contractor yesterday to determine whether the sub-contractor would be considered a broker rather than a supplier. Based on the work and with Caltrans qualifications the sub-contractor is considered a supplier. The City will be awarding the contract on August 3, 2015, with construction taking place a few months after the award is finalized and the signal equipment has arrived.

F. NORTHEAST RESIDENTIAL STREET RESURFACING PROJECT-PHASE TWO

The Northwest Montclair Street Rehabilitation Project has been finished and a notice of completion letter was sent out at the last Council Meeting.

G. BENSON AVENUE AND CAROLINE/DEODAR CUL-DE-SAC CLOSURES

The cul-de-sac closure of Benson Avenue and Caroline/Deodar Street has been completed and a notice of completion letter was sent out at the last Council Meeting.

H. GOLD LINE

City Manager Starr mailed out letters to Senator Leyva and Senator Rodriguez requesting assistance to the development of a bill that would designate funding to the Montclair segment of the Gold Line.

IX. OTHER ITEMS - None

X. ADJOURNMENT

The next meeting of the Public Works Committee will be at 4:00 p.m. on August 20, 2015, if there are items that need to be discussed.

At 4:50 p.m., Chair Raft adjourned the meeting.

Submitted for Public Works Committee approval,



Cenica Leonard
Transcribing Secretary

**MINUTES OF THE MEETING OF THE MONTCLAIR
PERSONNEL COMMITTEE HELD ON MONDAY,
JULY 20, 2015, AT 8:45 P.M. IN THE CITY
ADMINISTRATIVE OFFICES, 5111 BENITO STREET,
MONTCLAIR, CALIFORNIA**

I. CALL TO ORDER

Mayor Pro Tem Raft called the meeting to order at 8:45 p.m.

II. ROLL CALL

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

III. APPROVAL OF MINUTES

A. Minutes of the Regular Personnel Committee Meeting of July 6, 2015.

Moved by City Manager Starr, seconded by Mayor Pro Tem Raft, and carried unanimously to approve the minutes of the Personnel Committee meeting of July 6, 2015.

IV. PUBLIC COMMENT - None

V. CLOSED SESSION

At 8:46 p.m., the Personnel Committee went into Closed Session regarding personnel matters related to appointments, resignations/terminations, and evaluations of employee performance.

At 9:38 p.m., the Personnel Committee returned from Closed Session. Mayor Pro Tem Raft stated that no announcements would be made at this time.

VI. ADJOURNMENT

At 8:59 p.m., Mayor Pro Tem Raft adjourned the Personnel Committee.

Submitted for Personnel Committee approval,



Edward C. Starr
City Manager