

**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

September 19, 2016

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.

- I. CALL TO ORDER** – City Council (CC), Successor Agency (SA) Board of Directors, Montclair Housing Corporation (MHC) Board of Directors, Montclair Housing Authority (MHA) Commissioners, and Montclair Community Foundation (MCF) 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 endorses any particular religious belief or form of invocation.

III. PLEDGE OF ALLEGIANCE

IV. ROLL CALL

V. PRESENTATIONS

- A. Proclamation Recognizing the Ten-Year Anniversary of the 211 San Bernardino County/Inland Empire United Way Program
- B. Introduction of New Employees

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 (Acting Bodies). (Government Code Section 54954.3)

Under the provisions of the Brown Act, the Acting Bodies are prohibited from taking action on items not listed on the agenda.

VII. PUBLIC HEARINGS

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- A. Consider Continuing First Reading of Ordinance No. 16-957 Amending Sections 11.02.010 and 11.72.370 of the Montclair Municipal Code Related to Electronic Message Center Signs to Monday, October 3, 2016, at 7:00 p.m. in the City Council Chambers [CC] 4
- B. First Reading — Consider Ordinance No. 16-960 Amending Section 3.36.160 of the Montclair Municipal Code Related to Utility Users Tax Refunds and Setting a Public Hearing for Second Reading and Adoption of Ordinance No. 16-960 on Monday, October 3, 2016, at 7:00 p.m. in the City Council Chambers [CC] 8
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11. Consider Authorizing Transfer of \$4,000 from the Contingency Account for Printing Fees for Reprinting Yard Sale Signs [CC] 29
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2. Consider Approval of Agreement No. 16-87 with Southern California Landscape, Inc., for Landscape Maintenance Services at Frontier Communities Parkways and Rain Gardens [CC]
Consider Authorizing an \$8,750 Appropriation from the Contingency Reserve Fund for Landscape Maintenance [CC] 58
3. Consider Approval of Agreement No. 16-88 with Chaffey Community College District to Implement a Field Internship Program in the Human Services Department [CC] 67
4. Consider Approval of Agreement No. 16-89 with National Testing Network, Inc., for Fire Fighter Testing and Recruitment Services [CC] 73
5. Consider Approval of Agreement No. 16-90 Ratifying the Terms and Conditions of Employment Between the City of Montclair and Management Employees [CC] 76
6. Consider Approval of Agreement No. 16-91 Ratifying the Terms and Conditions of Employment Between the City of Montclair and Executive Management Employees [CC] 78

D. Resolutions

- 1. Consider Adoption of Resolution No. 16-3136 Adopting a Five-Year Capital Project Needs Analysis [CC] 79

IX. PULLED CONSENT CALENDAR ITEMS

X. RESPONSE — None

XI. COMMUNICATIONS

A. City Department Reports

- 1. Human Services — Montclair Day at the L.A. County Fair

B. City Attorney

- 1. Closed Session Pursuant to Government Code Section 54957(b) Regarding Public Employee Discipline/Dismissal/Release

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 Real Estate Committee Special Meeting of September 6, 2016 [CC] 85
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XII. COUNCIL WORKSHOP

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

(The City Council may consider continuing this item to an adjourned meeting on Monday, October 3, 2016, at 5:45 p.m. in the City Council Chambers.)

XIII. ADJOURNMENT OF SUCCESSOR AGENCY BOARD OF DIRECTORS, MONTCLAIR HOUSING CORPORATION BOARD 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 public employee discipline/dismissal/release.)

XIV. CLOSED SESSION ANNOUNCEMENTS

XV. ADJOURNMENT OF CITY COUNCIL

The next regularly scheduled joint City Council, Successor Agency Board, Montclair Housing Corporation Board, Montclair Housing Authority Commission, and Montclair Community Foundation meeting will be held on Monday, October 3, 2016, 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 Acting Bodies after distribution of the Agenda packet are available for public inspection in the City Clerk’s Office 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 City Clerk’s Office 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, 5111, Benito Street, Montclair, California, on September 15, 2016.

AGENDA REPORT

SUBJECT:	CONSIDER CONTINUING FIRST READING OF ORDINANCE NO. 16-957 AMENDING SECTIONS 11.02.010 AND 11.72.370 OF THE MONTCLAIR MUNICIPAL CODE RELATED TO ELECTRONIC MESSAGE CENTER SIGNS TO MONDAY, OCTOBER 3, 2016, AT 7:00 P.M. IN THE CITY COUNCIL CHAMBERS	DATE:	September 19, 2016
		SECTION:	PUBLIC HEARINGS
		ITEM NO.:	A
		FILE I.D.:	CDV050
		DEPT.:	COMMUNITY DEV.

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

Although this item was set for public hearing on September 19, 2016, the City Attorney has requested additional time to review and revise the Ordinance before its consideration by the City Council. The City Council is requested to continue this item to a public hearing on Monday, October 3, 2016, at 7:00 p.m. in the City Council Chambers.

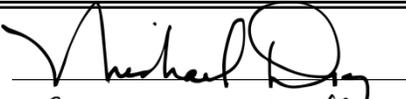
BACKGROUND: In late 2014, the City was approached by an automobile dealership located on Holt Boulevard about its desire to install an electronic message center (EMC) sign on its property. The City's current sign ordinance prohibits EMCs except for new auto and recreational vehicles uses along the I-10 freeway corridor, and regional uses on 20-acres or more. In order for the City to establish new standards for where other EMCs could be utilized, the current Code would need to be amended.

On August 8, 2016, the Montclair Planning Commission approved a revised code amendment proposal for an ordinance that would update the current code provisions related to the use of Electronic Message Centers (EMCs) within the City. Proposed Ordinance No. 16-957 would allow more uses of and/or more businesses in the City to utilize EMCs provided they comply with the minimum development and design standards in the proposed ordinance.

The City's zoning code currently restricts the use of EMCs, limiting their use to new auto uses along the I-10 Freeway corridor or to other uses which meet the following criteria provided below:

Section 11.72.370 - Electronic Message Board Sign

- A. Electronic Message Board Signs may be permitted only by CUP and shall be subject to the following limitations:
 - 1. Only uses or businesses which are regional in nature and consist of a minimum 20 acres in land area shall qualify;

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

2. It shall be located a minimum 1200 feet from another existing or planned electronic message board sign, unless the Planning Commission makes a finding that a lesser distance would not create visual cluttering, traffic hazards, or unsafe conditions to the public;
 3. For signs designed primarily for freeway exposure, all applicable laws and regulations of federal, State and local agencies shall be complied with; and
 4. Signs shall meet the size and height limitations of the zones in which they are located, unless a higher and larger sign structure is approved by the Planning Commission through variance procedures.
- B. Time and temperature signs incorporated into the building wall signage or monument signs may be permitted for certain commercial or institutional uses, subject to Precise Plan of Design (PPD) review and approval and subject to all provisions of this Chapter.

Summary of Proposed Code Amendment

The proposed code amendment would allow, subject to approval of a Conditional Use Permit (CUP), EMCs for more uses/businesses in the City provided they meet new minimum development standards and regulations contained in the proposed Ordinance. The key changes in the proposed code amendment are summarized below:

- Replace the existing term and definition of Electronic Message Board with the new term of Electronic Message Center (EMC) at Section 11.02.010 (Signs: No. 16), which is defined as:
"Electronic Message Centers (EMCs) are programmable digital signs or message boards that utilize computer-generated messages, text and/or images, or some other electronic means of changing copy."
- Require the approval of a Conditional Use Permit for the installation and use of all EMCs.
- Limits the number of EMCs to a maximum of one (1) per parcel or business meeting minimum qualifying site criteria, regardless of the number of street frontages.
- Establish new minimum qualifying site criteria for properties/uses seeking approval for an EMC on their respective sites. Also, prescribe a minimum separation requirement between EMCs located on separate properties.
- Require the design and proportion/scale of EMCs be complementary to the design and scale of the main building located on the subject site for which the sign is proposed.
- Allows only static message displays for a minimum of four (4) seconds or longer in duration. Scrolling or flashing messages would be prohibited.
- Mandate brightness controls and a light-sensing device that will automatically adjust the brightness as ambient light conditions change.

As a result of advancements in Light Emitting Diode (LED) technology, EMCs have become more economical and energy efficient and, thereby, more attractive to potential users. LED technology allows EMCs to provide clearer displays and the ability to quickly and efficiently change display copy. The last EMC approved in the City was in 2013 for the Chino Basin Water Conservation District (CBWCD) as part of its new

monument identification sign/electronic message board on its 4594 San Bernardino Street campus.

Although LED technology offers a number of advantages, there remain a few potential issues to address including, undesirable secondary effects such as intense brightness, distracting images and movements, visual clutter, and overconcentration. The intent of the proposed code amendment Ordinance is to allow for some flexibility in potential locations and the operation of, EMCs within the community, while adding additional standards to minimize (or eliminate) adverse secondary effects that current code does not address.

Minimum Site Criteria & CUP Review Requirement

The new ordinance proposes specific site criteria to ensure that EMCs are appropriately located and do not proliferate throughout the community. The site criteria requirements include minimum lot sizes, separation distances between similar signs on adjacent properties, minimum setbacks, and height and screen size limits. If a property qualifies, the request would be subject to the approval of a CUP.

The CUP review process continues to be the proper manner to analyze future requests for an EMC and was retained from the current zoning regulations. The CUP review process allows the City to consider proposed applications on a case-by-case basis and determine if a proposed site is suitable for the installation and operation of an EMC. In addition to reviewing the specific characteristics of the proposed EMC, other site conditions that may need attention could also be factored into the decision to approve or deny a CUP request.

As such, the approval of a CUP request is discretionary and not guaranteed. If a CUP is approved, conditions of approval (general and specific) would apply to ensure that the EMC would be operated in a manner that is compatible with surrounding uses. The CUP process would also give the City the ability to modify conditions or revoke a CUP approval if the applicant fails to dependably operate in accordance with the approved conditions of approval. Staff believes the total number of potential EMCs within the City will remain relatively low, given the moderate number of qualifying sites and the cost for such signs.

Illumination/Graphic Displays

The main concern related to the display of electronic information on an EMC sign is the brightness and movement of sign copy on the screen. EMCs that are too bright can be offensive and ineffective. The goal for using an EMC is for the sharing of clear and readable information. Most new electronic displays are designed to produce sufficient brightness to ensure clear legibility during daylight hours without excessive glare.

However, daytime brightness is not appropriate for nighttime viewing. Research conducted by the International Sign Association (ISA), in consultation with Dr. Ian Lewin of Lighting Sciences, Inc., found the target brightness level for an on-premise EMC should be no more than 0.3 foot-candles above ambient light conditions surrounding the sign. To address this issue, the Ordinance requires that approved EMCs have appropriate technology built into their units to automatically and continuously adjust illumination to the 0.3 foot-candle level as ambient lighting levels change throughout the day. Since the advent of LED technology and advanced software, the above concern is easier to address and regulate.

The other main operational concern associated with an EMC is the potential for distracting images and special effects (e.g., pulsating, flash, scrolling or flashing movements, etc.) being displayed on the electronic screens. Not only would this cause visual blight, it would have adverse impacts on adjacent uses. The primary purpose for utilizing an electronic message is to provide relevant information without causing undue distractions.

To address this concern, the Ordinance would prohibit such special effects, as noted above, and limit displayed sign copy/images to a static display lasting a minimum of four (4) seconds in duration before it changes to new copy or new image. The EMC would also be designed to freeze the device in one position or turn off the entire sign if a malfunction occurs. In this way, surrounding properties and uses will have a higher degree of protection from signage that has the potential to be too bright or malfunction. Prior to issuing any necessary permits for an EMC sign, the applicant shall be required to submit to the City written verification from the manufacturer that the EMC is so designed and equipped.

Conclusion

Allowing a limited expansion in the use of electronic message centers (EMCs) could benefit the community by helping direct customers to their destination and may even mitigate visual clutter by eliminating the need for temporary signage promoting on-site businesses and/or events. The proposed code amendment includes new development standards and operational measures which are aimed at controlling the more undesirable effects of EMCs that are not fully addressed by the current zoning code. Having these new regulations in place would help protect adjacent properties and drivers. As such, the standards contained within the proposed code amendment would not be detrimental to the public, interest, health, safety, convenience, or welfare of the City.

Public Notice and Comments

A notice of public hearing was advertised in the *Inland Valley Daily Bulletin* newspaper on September 9, 2016. At the time this report was prepared, no comments or inquiries had been received by staff regarding this proposal.

Environmental Assessment

The proposed code amendment regarding EMCs is exempt from CEQA pursuant to CEQA Guidelines, Sections 15305 and 15311. Under CEQA Section 15305, minor alterations in land use limitations in areas with an average slope of less than 20% that do not result in any changes in land use or density and Section 15311(s) which exempts from environmental review the construction of minor structures on commercial, industrial, and institutional facilities, including the installation of on-premise signs.

FISCAL IMPACT: There would be no direct fiscal impact on the City's General Fund at this time should the City Council approve Ordinance No. 16-957.

RECOMMENDATION: Staff recommends the City Council continue the first reading of Ordinance No. 16-957 amending Sections 11.02.010 and 11.72.370 of the Montclair Municipal Code related to electronic message center signs to a public hearing on Monday, October 3, 2016, at 7:00 p.m. in the City Council Chambers.

AGENDA REPORT

SUBJECT: FIRST READING — CONSIDER ORDINANCE NO. 16-960 AMENDING SECTION 3.36.160 OF THE MONTCLAIR MUNICIPAL CODE RELATED TO UTILITY USERS TAX REFUNDS AND SETTING A PUBLIC HEARING FOR SECOND READING AND ADOPTION OF ORDINANCE NO. 16-960 ON MONDAY, OCTOBER 3, 2016, AT 7:00 P.M. IN THE CITY COUNCIL CHAMBERS

DATE: September 19, 2016

SECTION: PUBLIC HEARINGS

ITEM NO.: B

FILE I.D.: TAX550-75

DEPT.: ADMIN. SVCS.

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

BACKGROUND: Chapter 3.36 of the Montclair Municipal Code (Code) covers the procedures and processes for assessment and collection of Utility User Tax. Section 3.36.160 of that Chapter covers possible refunds of overpayments, duplications, and erroneous or illegal collections of that tax. In that process, Subsection B indicates, "...provided such credit is claimed in a return dated no later than three years from the date of overpayment."

It is the City Attorney's opinion that this three-year time period needs modification to eliminate a potential ambiguity since this suggests and implies that refunds can be claimed for three years which is inconsistent with the one-year limitation under the Government Tort Claims Act. Additionally, the circumstances as to when a potential refund would occur also needed clarification.

Therefore, in order to eliminate this ambiguity, provide clarifications and make the Code consistent with the Government Tort Claims Act, proposed Ordinance No. 16-960 is seeking to eliminate the three-year reference in this Section of the Code and replace it with a reference to Chapter 1.16 of the Code which covers claims against the City of Montclair. By doing this, it would make it certain that any claimed refund would be subject to the one-year limitation under the Government Tort Claims Act.

FISCAL IMPACT: The City Council's adoption of Ordinance No. 16-960 making this clarifying change to the Code would have no direct cost to the City. The cost to publish a Notice of Public Hearing in the *Inland Valley Daily Bulletin* related to proposed Ordinance No. 16-960 should not exceed \$500.

RECOMMENDATION: Staff recommends the City Council conduct the first reading of Ordinance No. 16-960 amending Section 3.36.160 of the Montclair Municipal code related to utility users tax refunds and set a public hearing for second reading and adoption on Monday, October 3, 2016, at 7:00 p.m. in the City Council Chambers.

Prepared by: Donald L Parker Fiscal Impact Finance Review: Donald L Parker

Proofed by: Andrea M Phillips Reviewed and Approved By: [Signature]

ORDINANCE NO. 16-960

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MONTCLAIR AMENDING SECTION 3.36.160 OF THE MONTCLAIR MUNICIPAL CODE RELATED TO UTILITY USERS TAX REFUNDS

WHEREAS, Section 3.36.160 of Chapter 3.36 of the Montclair Municipal Code currently sets forth the procedures to be followed concerning the refund of any overpayment of utility users tax;

WHEREAS, Chapter 1.16 of the Montclair Municipal Code sets forth the claim presentation procedures for claims and demands against the City of Montclair; and

WHEREAS, it is determined to be in the best interests of the City and its residents to apply the same claims presentation procedures set forth in Chapter 1.16 of the Montclair Municipal Code to claims for refund of overpayment of utility user taxes in order to provide for consistency in the treatment of all claims presented to the City of Montclair.

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

SECTION 1. Amendment to Code. Section 3.36.160 of Title 3 of the Montclair Municipal Code is hereby repealed and replaced as follows:

3.36.160 – Refunds.

A. Whenever it has been determined by the City's Finance Department, an independent audit, court decision or other source determined by the City to factually represent, with evidence, that the amount of any tax subject to this chapter has been overpaid, or paid more than once, or has been erroneously or illegally collected or received by the Tax Administrator under this chapter, such tax payment so collected or received may be refunded as provided in this section.

B. Notwithstanding the provisions of subsection A of this section, a service supplier claiming a refund may take as credit against taxes owed the amount overpaid, paid more than once, or erroneously or illegally collected or received when it is established to the City's satisfaction that the service user from whom the tax has been collected did not owe the amount of the tax overpaid, paid more than once, or erroneously or illegally collected; provided, however, that neither a refund nor a credit shall be allowed by the service supplier unless it can be established to the City's satisfaction that the amount of the tax overpaid, paid more than once, or erroneously or illegally collected has either been refunded to the service user or credited to charges subsequently payable by the service user to the service supplier required to collect and remit. A service supplier that has collected any amount of tax in excess of the amount of tax imposed by this chapter and actually due from a service user may refund such excess amount to the service user and claim credit for such overpayment against the amount of tax which is due upon any other monthly returns, provided such credit is claimed as provided in Chapter 1.16 of the Montclair Municipal Code.

C. Notwithstanding other provisions of this section, whenever a service supplier, pursuant to an order of the California Public Utilities Commission or a court of competent jurisdiction, makes a refund to service users of charges for past utility services, the taxes paid pursuant to this chapter on the amount of such refunded charges shall also be refunded to service users, and the service supplier shall be entitled to claim a credit for such refunded taxes against the amount of tax which is due upon the next monthly returns, provided such credit is claimed as provided in Chapter 1.16 of the Montclair Municipal Code. In the event the ordinance codified in this chapter is repealed, the amounts of any refundable taxes will be borne by the City.

D. A service supplier may refund the taxes collected to the service user in accordance with this section or by the service supplier's customary practice.

SECTION III. Severability.

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

SECTION IV. Effective Date.

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

SECTION V. Posting.

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

APPROVED AND ADOPTED this XX day of XX, 2016.

Mayor

ATTEST:

Deputy City Clerk

I, Andrea M. Phillips, Deputy City Clerk of the City of Montclair, DO HEREBY CERTIFY that the foregoing is a true and correct copy of Ordinance No. 16-960 of said City, which was introduced at a regular meeting of the City Council held on the XX day of XX, 2016, and finally passed not less than five (5) days thereafter on the XX day of XX, 2016, by the following vote, to-wit:

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

Andrea M. Phillips
Deputy City Clerk

AGENDA REPORT

SUBJECT: SECOND READING — CONSIDER ADOPTION OF ORDINANCE NO. 16-959 AMENDING SECTION 8.16.020 OF THE MONTCLAIR MUNICIPAL CODE RELATED TO STREET RESTRICTIONS FOR OVERWEIGHT VEHICLES	DATE: September 19, 2016
	SECTION: PUBLIC HEARINGS
	ITEM NO.: C
	FILE I.D.: STA750
	DEPT.: PUBLIC WORKS

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

BACKGROUND: Section 8.16.020 of the Montclair Municipal Code was last revised in September 2014. Recently, the City of Ontario informed Montclair staff that it was revising its own restricted street ordinance, eliminating Holt Boulevard east of Benson Avenue as a truck route. Since Holt Boulevard west of Benson Avenue is currently an unrestricted truck route in Montclair, staff feels the designation should be changed to restricted, between Benson Avenue and Central Avenue. Holt Boulevard west of Central Avenue would remain an unrestricted truck route.

The proposed change was presented to the Public Works Committee on July 21, 2016. The Committee supported staff's recommendation. Trucks would still be permitted on the restricted portion of Holt Boulevard for local pickups and deliveries, just as they are permitted on any other restricted street in the City.

FISCAL IMPACT: Minimal fiscal impact is expected with the proposed change. The cost for advertising the public hearing in the *Inland Valley Daily Bulletin* should not exceed \$500. Several signs would have to be changed or added at a total cost not expected to exceed \$1,000. Funding for the signs would come from the sign program with no additional appropriation required.

RECOMMENDATION: Staff recommends the City Council adopt Ordinance No. 16-959 amending Section 8.16.020 of the Montclair Municipal Code related to street restrictions for overweight vehicles.

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

ORDINANCE NO. 16-959

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

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

SECTION I. Amendment to Code. Section 8.16.020 of Title 8 of the Montclair Municipal Code is hereby repealed and replaced as follows:

Section 8.16.020 - Truck routes.

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

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

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

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

D. Exceptions. The provisions of this section shall not prohibit any vehicle or truck-trailer combination exceeding the prescribed maximum gross weight limit, coming from an unrestricted or less restricted street, having ingress and egress by direct route to and from such restricted streets, when necessary for the purpose of making pickups or deliveries of goods, wares and merchandise from or to any building or structure located on such restricted streets, and for the purpose of delivering materials to be used in the actual and bona fide repair, alteration, remodeling or construction of any building, structure, or street upon such restricted street; but then only by such deviation from the nearest unrestricted or less restricted street as is reasonably necessary.

E. Exemptions. The provisions of this section shall not apply to:

1. Passenger buses under the jurisdiction of the Public Utilities Commission of the State;
2. Any vehicle owned by a public utility while necessarily in use in the construction, installation, servicing, or repair of any public utility;
3. Emergency vehicles of the City;
4. School buses under the jurisdiction of any school district;
5. Any vehicle owned by the City while necessarily in use in the construction, installation, servicing, or repair of any City-owned facility;
6. Any vehicle owned or operated by contractor or subcontractor under contract with the City while in use in the construction, installation, servicing, or repair of any City-owned facility; or
7. Refuse collection vehicles.

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

G. Proof of Compliance. Any police officer shall have the authority to require any person driving or in control of any vehicle proceeding over a street to proceed to any public or private scale within a radius of 10 miles for the purpose of weighing such vehicles and determining whether there has been compliance with the provisions of this section.

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

SECTION II. Severability.

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

SECTION III. Effective Date.

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

SECTION IV. Posting.

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

APPROVED AND ADOPTED this XX day of XX, 20XX.

Mayor

ATTEST:

Deputy City Clerk

I, Andrea M. Phillips, Deputy City Clerk of the City of Montclair, DO HEREBY CERTIFY that the foregoing is a true and correct copy of Ordinance No. 16-959 of said City, which was introduced at a regular meeting of the City Council held on the XX day of XX, 20XX, and finally passed not less than five (5) days thereafter on the XX of XX, 20XX, by the following vote, to-wit:

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

Andrea M. Phillips
Deputy City Clerk

AGENDA REPORT

SUBJECT: CONSIDER RECEIVING AND FILING OF
TREASURER'S REPORT

DATE: September 19, 2016

SECTION: ADMIN. REPORTS

ITEM NO.: 1

FILE I.D.: FIN520

DEPT.: ADMIN. SVCS.

REASON FOR CONSIDERATION: The City Council is requested to consider receiving and filing the City of Montclair Treasurer's Report for the month ending August 31, 2016, pursuant to state law.

BACKGROUND: Included in your agenda packet is a copy of the Treasurer's Report for the period ending August 31, 2016.

FISCAL IMPACT: Routine—report of City's cash and investments.

RECOMMENDATION: Staff recommends the City Council receive and file the Treasurer's Report for the month ending August 31, 2016.

Prepared by:

Janet Kuelbeck

Fiscal Impact
Finance Review:

Donald L. Parker

Proofed by:

Andrea M Phillips

Reviewed and
Approved By:

Donald L. Parker

AGENDA REPORT

SUBJECT: CONSIDER APPROVAL OF WARRANT REGISTER AND PAYROLL DOCUMENTATION **DATE:** September 19, 2016
SECTION: ADMIN. REPORTS
ITEM NO.: 2
FILE I.D.: FIN540
DEPT.: ADMIN. SVCS.

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

BACKGROUND: Mayor Pro Tem Raft has examined the Warrant Register dated September 19, 2016, and the Payroll Documentations dated September 4, 2016, and recommends their approval.

FISCAL IMPACT: The Warrant Register dated September 19, 2016, totals \$857,211.23; and the Payroll Documentation dated September 4, 2016, totals \$683,249.19 gross, with \$462,878.66 net being the total cash disbursement.

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

Prepared by: Andrea M Phillips Fiscal Impact Finance Review: Donald L Parker
Proofed by: Stephanie Hick Reviewed and Approved By: Donald L Parker

AGENDA REPORT

SUBJECT: CONSIDER RECEIVING AND FILING OF
TREASURER'S REPORT

DATE: September 19, 2016

SECTION: ADMIN. REPORTS

ITEM NO.: 3

FILE I.D.: FIN510

DEPT.: SUCCESSOR RDA

REASON FOR CONSIDERATION: The City Council acting as Successor to the Redevelopment Agency Board of Directors is requested to consider receiving and filing the Successor to the Redevelopment Agency Treasurer's Report for the month ending August 31, 2016, pursuant to state law.

BACKGROUND: Included in your agenda packet is a copy of the Successor to the Redevelopment Agency Treasurer's Report for the period ending August 31, 2016.

FISCAL IMPACT: Routine—report of the Agency's cash and investments.

RECOMMENDATION: Staff recommends the City Council acting as Successor to the Redevelopment Agency Board of Directors receive and file the Successor to the Redevelopment Agency Treasurer's Report for the month ending August 31, 2016.

Prepared by:

Michael Piotrowski

Fiscal Impact
Finance Review:

Donald L. Parker

Proofed by:

Andrea M. Phillips

Reviewed and
Approved By:

Donald L. Parker

AGENDA REPORT

SUBJECT: CONSIDER APPROVAL OF WARRANT REGISTER **DATE:** September 19, 2016
SECTION: ADMIN. REPORTS
ITEM NO.: 4
FILE I.D.: FIN530
DEPT.: SUCCESSOR RDA

REASON FOR CONSIDERATION: The City Council acting as Successor to the Redevelopment Agency Board of Directors is requested to consider receiving and filing the Successor to the Redevelopment Agency Warrant Register for the month ending August 31, 2016, pursuant to state law.

BACKGROUND: Vice Chairperson Raft has examined the Successor to the Redevelopment Agency Warrant Register dated 08.01.16–08.31.16 in the amounts of \$24,179.75 for the Combined Operating Fund; \$0.00 for the Redevelopment Obligation Retirement Funds and finds it to be in order.

FISCAL IMPACT: Routine—report of Agency's obligations.

RECOMMENDATION: Vice Chairperson Raft recommends the City Council as Successor to the Redevelopment Agency Board of Directors approve the Successor to the Redevelopment Agency Warrant Register for the period ending August 31, 2016.

Prepared by:	<u>Michael Piotrowski</u>	Fiscal Impact Finance Review:	<u>Donald L. Parker</u>
Proofed by:	<u>Andrea M. Phillips</u>	Reviewed and Approved By:	<u>Donald L. Parker</u>

AGENDA REPORT

SUBJECT: CONSIDER RECEIVING AND FILING OF
TREASURER'S REPORT

DATE: September 19, 2016

SECTION: ADMIN. REPORTS

ITEM NO.: 5

FILE I.D.: FIN525

DEPT.: MHC

REASON FOR CONSIDERATION: The Montclair Housing Corporation Board of Directors is requested to receive and file the Montclair Housing Corporation Treasurer's Report for the month ending August 31, 2016, pursuant to state law.

BACKGROUND: Included in your agenda packet is a copy of the Treasurer's Report for the period ending August 31, 2016.

FISCAL IMPACT: Routine—report of the Montclair Housing Corporation's cash and investments.

RECOMMENDATION: Staff recommends the Montclair Housing Corporation Board of Directors receive and file the Treasurer's Report for the month ending August 31 , 2016.

Prepared by:

Michael Piotrowski

Fiscal Impact
Finance Review:

Donald L. Parker

Proofed by:

Andrea M Phillips

Reviewed and
Approved By:

Donald L. Parker

AGENDA REPORT

SUBJECT: CONSIDER APPROVAL OF WARRANT REGISTER **DATE:** September 19, 2016
SECTION: ADMIN. REPORTS
ITEM NO.: 6
FILE I.D.: FIN545
DEPT.: MHC

REASON FOR CONSIDERATION: The Montclair Housing Corporation Board of Directors is requested to consider receiving and filing the Warrant Register for the month ending August 31, 2016, pursuant to state law.

BACKGROUND: Vice Chairperson Raft has examined the Warrant Register dated 08.01.16-08.31.16 in the amount of \$72,167.53 for the Montclair Housing Corporation and finds it to be in order.

FISCAL IMPACT: Routine—report of Montclair Housing Corporation's obligations.

RECOMMENDATION: Vice Chairperson Raft recommends the Montclair Housing Corporation Board of Directors approve the Warrant Register for the period ending August 31, 2016.

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

AGENDA REPORT

SUBJECT: CONSIDER RECEIVING AND FILING OF
TREASURER'S REPORT

DATE: September 19, 2016

SECTION: ADMIN. REPORTS

ITEM NO.: 7

FILE I.D.: FIN525

DEPT.: MHA

REASON FOR CONSIDERATION: The Montclair Housing Authority Board of Directors is requested to receive and file the Montclair Housing Authority Treasurer's Report for the month ending August 31, 2016, pursuant to state law.

BACKGROUND: Included in your agenda packet is a copy of the Treasurer's Report for the period ending August 31, 2016.

FISCAL IMPACT: Routine—report of the Montclair Housing Authority's cash and investments.

RECOMMENDATION: Staff recommends the Montclair Housing Authority Board of Directors receive and file the Treasurer's Report for the month ending August 31, 2016.

Prepared by:

Michael Piotrowski

Fiscal Impact
Finance Review:

Donald L. Parker

Proofed by:

Andrea M. Phillips

Reviewed and
Approved By:

Donald L. Parker

AGENDA REPORT

SUBJECT: CONSIDER APPROVAL OF WARRANT REGISTER **DATE:** September 19, 2016
SECTION: ADMIN. REPORTS
ITEM NO.: 8
FILE I.D.: FIN545
DEPT.: MHA

REASON FOR CONSIDERATION: The Montclair Housing Authority Board of Directors is requested to consider receiving and filing the Warrant Register for the month ending August 31, 2016, pursuant to state law.

BACKGROUND: Vice Chairperson Raft has examined the Warrant Register dated 08.01.16–08.31.16 in the amount of \$0.00 for the Montclair Housing Authority and finds it to be in order.

FISCAL IMPACT: Routine—report of Montclair Housing Authority's obligations.

RECOMMENDATION: Vice Chairperson Raft recommends the Montclair Housing Authority Board of Directors approve the Warrant Register for the period ending August 31, 2016.

Prepared by:	<u>Michael Piotrowski</u>	Fiscal Impact Finance Review:	<u>Donald L. Parker</u>
Proofed by:	<u>Andrea M Phillips</u>	Reviewed and Approved By:	<u>Donald L. Parker</u>

AGENDA REPORT

SUBJECT: CONSIDER RECEIVING AND FILING THE 2016 LOCAL AGENCY BIENNIAL NOTICE AND DIRECTING STAFF TO AMEND THE CITY'S CONFLICT OF INTEREST CODE PURSUANT TO THE POLITICAL REFORM ACT	DATE: September 19, 2016 SECTION: ADMIN. REPORTS ITEM NO.: 9 FILE I.D.: FPP150 DEPT.: ADMIN. SVCS.
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REASON FOR CONSIDERATION: The City Council is the designated code-reviewing body for the City's Conflict of Interest Code. It is necessary to review the Conflict of Interest Code on a biennial basis, which includes the filing of a Local Agency Biennial Notice and amending the Code to update the list of designated employees who are required to file Statements of Economic Interests and to incorporate any other necessary changes.

The 2016 Local Agency Biennial Notice is attached and hereby submitted to the City Council for filing.

BACKGROUND: Pursuant to the Political Reform Act of 1974 (Government Code §8100, et seq.), all public agencies are required to adopt a Conflict of Interest Code. A Conflict of Interest Code designates positions required to annually file Statements of Economic Interest (Fair Political Practices Commission [FPPC] Form 700), and assigns disclosure categories specifying the types of interests to be reported. The Form 700 is a public document intended to alert public officials and members of the public to the types of financial interests that may create conflicts of interest.

The City of Montclair Conflict of Interest Code, first adopted on October 4, 1976, contains the requirement that all City Council Members, Planning Commissioners, City Manager, City Attorney, and designated employees responsible for managing public investments annually file Statements of Economic Interests. In addition, the Code requires that there be a listing of designated employees who, by job title, "make or participate in the making of governmental decisions which may have a foreseeable material effect on financial interests."

At its meeting on June 6, 2016, the City Council adopted Resolution No. 16-3124 directing staff to perform a review of the City's Conflict of Interest Code and submit the 2016 Local Agency Biennial Notice to the City Council no later than October 3, 2016.

Staff has reviewed the Conflict of Interest Code and has completed the Biennial Notice, which notes that areas of the Code require amendments. The 2016 Local Agency Biennial Notice must be filed by October 3, 2016, affirming that this review has been completed and indicating the actions required to be taken.

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

The City Council is required to adopt amendments to the Conflict of Interest Code within 90 days of the filing of the Biennial Notice. Staff anticipates the amendments to Conflict of Interest Code will be submitted for adoption on or before the City Council's regular meeting on December 5, 2016 to meet the 90-day deadline.

FISCAL IMPACT: There would be no fiscal impact associated with the City Council's receiving and filing of the Biennial Notice and directing staff to amend the City's Conflict of Interest Code.

RECOMMENDATION: Staff recommends the City Council receive and file the 2016 Local Agency Biennial Notice and direct staff to amend the City's Conflict of Interest Code pursuant to the Political Reform Act.

2016 Local Agency Biennial Notice

Name of Agency: City of Montclair

Mailing Address: 5111 Benito Street, PO Box 2308, Montclair, CA 91763

Contact Person: Andrea M. Phillips, Deputy City Clerk Phone No. (909) 625-9416

Email: aphillips@cityofmontclair.org Alternate Email: ecstarr@cityofmontclair.org

Accurate disclosure is essential to monitor whether officials have conflicts of interest and to help ensure public trust in government. The biennial review examines current programs to ensure that the agency's code includes disclosure by those agency officials who make or participate in making governmental decisions.

This agency has reviewed its conflict of interest code and has determined that (*check one BOX*):

An amendment is required. The following amendments are necessary:

(*Check all that apply.*)

- Include new positions
- Revise disclosure categories
- Revise the titles of existing positions
- Delete titles of positions that have been abolished and/or positions that no longer make or participate in making governmental decisions
- Other (*describe*) Revise Section 8(E) gift limit dollar amount from \$420 to \$460 per FPPC Regulation 18940.2

The code is currently under review by the code reviewing body.

No amendment is required. (If your code is over five years old, amendments may be necessary.)

Verification (to be completed if no amendment is required)

This agency's code accurately designates all positions that make or participate in the making of governmental decisions. The disclosure assigned to those positions accurately requires that all investments, business positions, interests in real property, and sources of income that may foreseeably be affected materially by the decisions made by those holding designated positions are reported. The code includes all other provisions required by Government Code Section 87302.

Signature of Chief Executive Officer

Date

All agencies must complete and return this notice regardless of how recently your code was approved or amended. Please return this notice no later than **October 3, 2016**, or by the date specified by your agency, if earlier, to:

CODE REVIEWING BODY:
Montclair City Council
5111 Benito Street, Montclair, CA 91763

PLEASE DO NOT RETURN THIS FORM TO THE FPPC.

AGENDA REPORT

SUBJECT: CONSIDER INITIATION OF A ZONE CHANGE AMENDING THE HOLT BOULEVARD SPECIFIC PLAN FROM R-3 (11 DWELLING UNITS/ACRE) TO COMMERCIAL FOR THE PROPERTIES LOCATED AT 4122, 4144, AND 4166 HOLT BOULEVARD

DATE: September 19, 2016
SECTION: ADMIN. REPORTS
ITEM NO.: 10
FILE I.D.: LDU750
DEPT.: COMMUNITY DEV.

REASON FOR CONSIDERATION: Zone changes to real property are subject to City Council review and approval. The Real Estate Committee has recommended the City Council consider initiating a zone change from R-3 (11 dwelling units/acre [du/ac]) to Commercial for three properties located within the Holt Boulevard Specific Plan. The affected properties are 4122, 4144, and 4168 Holt Boulevard. A map of the area depicted as Exhibit A is included in the agenda packet.

BACKGROUND: On September 6, 2016, the Real Estate Committee considered a request from the property owners at 4122, 4144, and 4166 Holt to change the current Holt Boulevard Specific Plan underlying zone from R-3 (11 du/ac) to Commercial. The Real Estate Committee received a *Petition for an Amendment of the Holt Boulevard Specific Plan Zoning* from the owners. A copy of the petition is attached as Exhibit B.

When the Holt Boulevard Specific Plan was adopted in 1991, the underlining zoning for the subject properties was changed from C-3 Commercial to R-3 (11 du/ac). The new Holt Boulevard Specific Plan zoning designations paved the way for new residential construction in the area, including the Bellafina housing tract, and the affordable housing projects developed by National Community Renaissance (National CORE). It now appears the 4122, 4144, and 4166 Holt Boulevard properties will likely not be absorbed into the existing residential developments nor developed for new residential construction. In light of this, the property owners would like to see a Commercial zoning designation so that their existing retail businesses can continue to operate as permitted uses under the Holt Boulevard Specific Plan. Furthermore, the zone change would allow the vacant parcel at 4144 Holt Boulevard to be developed as a commercial use. The Real Estate Committee concurred with the property owners and recommended the City Council consider initiating the zone change by amending the Holt Boulevard Specific Plan.

FISCAL IMPACT: If the City Council initiates an amendment to the Holt Boulevard Specific Plan to rezone the properties at 4122, 4144, and 4166 Holt Boulevard, the project would be placed on the Planning Division's work list and, aside from staff's time, costs associated with notification and publication for the public hearing and costs for the traffic, air quality, and greenhouse gases environmental studies to be prepared by an outside consultant is unknown at this time. Staff will bring this item

Prepared by: Christine P. Waldwell Fiscal Impact Finance Review: Donald L. Parker
Proofed by: Andrea M. Phillips Reviewed and Approved By: Marilyn Staats

back to the City Council with an estimated cost of the professional consultation studies and public hearing notification costs should the City Council approve initiation of the zone change. At that time, an appropriation for the costs of the zone change will be made.

RECOMMENDATION: The Real Estate Committee and staff recommend that City Council initiate a zone change amending the Holt Boulevard Specific Plan from R-3 (11 du/ac) to Commercial zone designation for the 4122, 4144, and 4166 Holt Boulevard properties.

EXHIBIT A

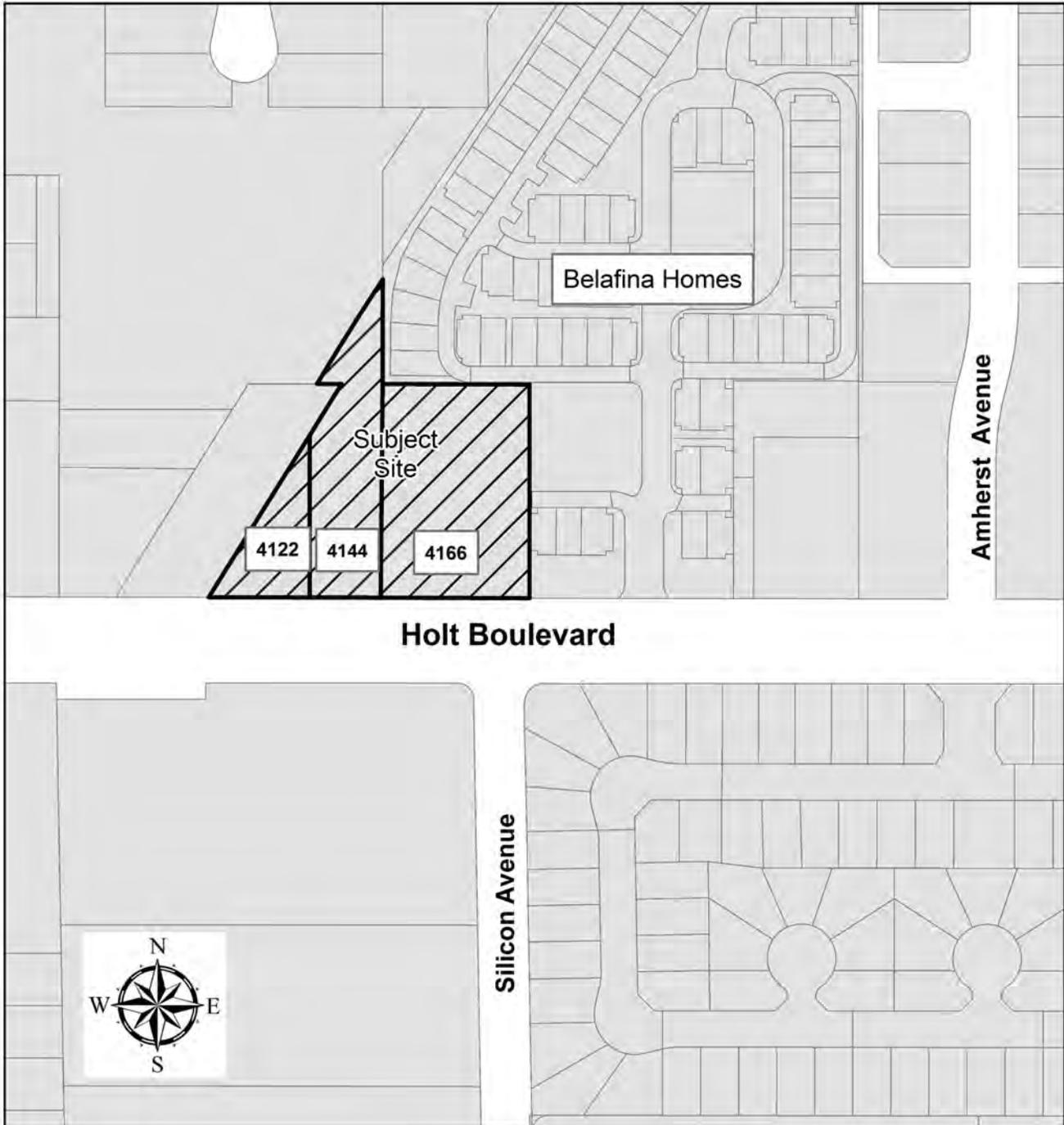


EXHIBIT B

PETITION FOR AMENDMENT OF THE HOLT BOULEVARD SPECIFIC PLAN ZONING

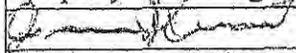
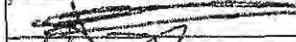
The undersigned hereby petitions the City of Montclair to amend the Holt Boulevard Specific Plan Zoning for lots 4122 Holt Blvd, 4144 Holt Blvd, and 4168 Holt Blvd as follows:

Present Zoning: R-3 (11 du/ac)

Requested Zoning: C-3 Commercial

We would like our properties fronting Holt Blvd. returned to the original commercial zoning that was taken away from us in 1991. We feel that the commercial zoning serves the new residential component well and offers the city of Montclair a modest sales tax component. Rezoning the properties would allow our business to continue to operate as they currently do and give the owner of the vacant property the chance to develop and operate as we do.

We, the undersigned owners of property along Holt Blvd and property subject of this amendment, request the zoning change for the following reasons. Currently the above listed properties (with exception to 4144 Holt Blvd, which is currently vacant) are used for commercial purposes. All but two properties along Holt Blvd from Mills to Benson are used for some sort of commercial purpose. Rezoning the above properties would simply allow them to continue to operate as they currently do. This would allow Holt Blvd to present a more cohesive theme rather than the inconsistency in the current zoning.

Property Owner Signature	Printed Name	Address or Tax ID#
	JAMES D. DORSET	4144 HOLT BLVD 41765 MONTCLAIR, CA
	Phillip Gutierrez	4166-4168 Holt
	Jose Navarro	4122 Holt Bl.

AGENDA REPORT

SUBJECT: CONSIDER AUTHORIZING TRANSFER OF
\$4,000 FROM THE CONTINGENCY ACCOUNT
FOR PRINTING FEES FOR REPRINTING YARD
SALE SIGNS

DATE: September 19, 2016

SECTION: ADMIN. REPORTS

ITEM NO.: 11

FILE I.D.: CDE225

DEPT.: COMMUNITY DEV.

REASON FOR CONSIDERATION: The City Council is requested to consider authorizing a transfer of funds to cover the cost to print yard sale signs.

BACKGROUND: The City of Montclair established a Yard Sale program in 2011 which limited the number of yard sales and days residents can have yard sales. Quarterly yard sale permits are issued by the City and signs are provided along with each permit. Residents may also purchase up to two additional signs for each yard sale. Limiting the number of yard sales, the dates and the limit of signage has been of great advantage for the City. The number of continuous yard sales has ceased. Issuing required signage has also eliminated excessive signage advertising yard sales posted all over the City.

Printing of Yard Sale signs for issuance to each applicant is difficult to estimate because the number of yard sale each quarter is inconsistent. The number of extra yard sale signs purchased by residents is also inconsistent. Therefore, the allowance for this budgeted amount has now become a necessity due to the lack of signs in inventory. Reprinting of additional yard sale signs is now necessary to continue with consistent program service to the residents.

Bids were requested from the following vendors for a quantity of 5,000 signs:

- | | | |
|----|----------------------------|------------|
| 1. | RDS Printing and Graphics: | \$5,558.76 |
| 2. | CWS Printing: | \$3,394.13 |
| 3. | Main Street Signs: | \$5,250.00 |

Staff has selected CWS Printing to print the yard sale signs because they provided the lowest bid.

FISCAL IMPACT: Staff recommends transferring \$4,000 from the Contingency Reserve Fund to account number 1001-4768-52990-400 (Miscellaneous Expenditures) for the printing of Yard Sale signs.

RECOMMENDATION: City staff recommends that the City Council authorize the transfer of \$4,000 from the Contingency Account to cover printing fees for yard sale signs.

Prepared by:



Fiscal Impact
Finance Review:



Proofed by:



Reviewed and
Approved By:



AGENDA REPORT

SUBJECT: CONSIDER DECLARING SELECT PERSONAL PROTECTIVE EQUIPMENT AND UNIFORMS AS SURPLUS AND AVAILABLE FOR DONATION TO THE HUATABAMPO FIRE DEPARTMENT

DATE: September 19, 2016

SECTION: ADMIN. REPORTS

ITEM NO.: 12

FILE I.D.: EQS215-07/EQS052

DEPT.: FIRE

REASON FOR CONSIDERATION: The City Council is requested to consider declaring select personal protective equipment and uniforms as surplus and available for donation to the Huatabampo Fire Department.

BACKGROUND: The Fire Department purchased the following personal protective equipment (PPEs) and uniforms approximately ten or more years ago:

<i>Quantity</i>	<i>Item</i>
7	Helmet
10	Hood
21	Structure Jacket
18	Structure Pants
7	Structure Boots (pairs)
13	Wildland Jackets
13	Wildland Pants
9	Wildland Boots (pairs)
34	Uniform Shirts
34	Uniform Pants
14	Uniform Boots (pairs)
18	Utility Gloves (pairs)
20	Structure Gloves (pairs)

The Fire Department has taken these PPEs and uniforms out-of-service because of their age and noncompliance with National Fire Protection Association (NFPA) 1851. While these PPEs and uniforms are no longer safe for entry into active fire environments, including live-fire training activities, they may be worn for nonfire training purposes.

The Fire Department has a longstanding tradition of donating out-of-service equipment to other fire departments and/or fire service training academies. While this equipment no longer fulfills the mission of our Department, it may be useful to other organizations that do not have access to these resources. The Fire Department would like to donate the out-of-service PPEs and uniforms to the Huatabampo Fire

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

Department in Huatabampo, Sonora, Mexico. A representative of the Department has signed an acknowledgement stating that he is aware of the limitations of this equipment and agrees to the restrictions on its use.

FISCAL IMPACT: The City Council's action to declare the subject items as surplus and available for donation to the Huatabampo Fire Department would result in no fiscal impact.

RECOMMENDATION: Staff recommends the City Council declare select personal protective equipment and uniforms as surplus and available for donation to the Huatabampo Fire Department.



CUERPO DE BOMBEROS DEL MUNICIPIO DE HUATABAMPO SONORA

No. Oficio DG

Huatabampo, Sonora a Miércoles 24 de Agosto de 2016

ASUNTO:

**C.COMITE DE LA CIUDAD
MONTCLAIR CA.
PRESENTE:**

Me es muy grato saludarles, en mi carácter de Director General del Cuerpo de Bomberos del Municipio de Huatabampo, Sonora, México, y sirva la presente para estrechar los lazos de amistad entre nuestras ciudades y Departamentos de Bomberos.

Somos un Cuerpo de Bomberos pequeño con muchas necesidades de equipamiento, pero con un alto espíritu de servir a nuestra comunidad, enalteciendo nuestro lema Sacrificio, Voluntad y Acción.

Damos cobertura en los servicios de emergencia contra incendio y pre hospitalaria a cerca de 89,000 habitantes en nuestra extensa área, cubriendo la ciudad, playas, y zona desértica, así como apoyamos a las ciudades vecinas más pequeñas.

Es muy importante para nosotros establecer vínculos de amistad con otros Departamentos de Bomberos, para el intercambio de conocimientos y estrategias para ser mejores cada día dando un servicio con Calidad, Ética y Profesionalismo.

Desde hace un tiempo atrás hemos mantenido contacto con el Departamento de Bomberos de Montclair por conducto del Sr. Jesús Escalante, residente en esa ciudad y amigo nuestro de muchos años, y con la presente deseamos hacer oficial nuestro vinculo de amistad con la ciudad de Montclair ,Ca. Y su Departamento de Bomberos y nuestro Cuerpo de Bomberos del Municipio de Huatabampo, Sonora, México.

Agradeciendo de antemano la atención que sirva prestar a la presente, me despido de usted(es) como su más atento y seguro servidor.

CORDIALMENTE

SACRIFICIO VOLUNTAD Y ACCION

**1ER. CMDTE. LUIS ENRIQUE GIL VELAZQUEZ
DIRECTOR GENERAL DEL CUERPO DE BOMBEROS
DEL MUNICIPIO DEHUATABAMPO**



CUERPO DE BOMBEROS DEL MUNICIPIO DE HUATABAMPO, SONORA

MADERO 112 PTE.COL.CENTRO HUATABAMPO, SONORA MEXICO
TEL. (647)4 26 00 97

Algunas de las necesidades de equipo de nuestro departamento, tanto de protección para nuestro personal como equipamiento de unidades es el siguiente.

Cascos
Chaquetones
Pantalones
Botas
Guantes
Capuchas de nomex
Equipos de aire autónomo
Uniformes
Quijadas de la vida
Mangueras de 1 ½
Mangueras de 2 ½
Repartidores de 1 ½(BOQUILLAS)
Repartidores de 2 ½(BOQUILLAS)
Y griega de 2 ½ a 1 ½
Hachas
Halligan
Garrochas
Llaves para acoplar mangueras
Llaves para hidrante
Equipos para materiales peligrosos
Cuerdas para rescate
Mosquetones
Poleas, etc....
Equipo para rescate en aguas rápidas
Equipos para ambulancia
Maletas de trauma
Maletas vías aéreas

CORDIALMENTE

SACRIFICIO VOLUNTAD Y ACCION

**1ER. CMDTE. LUIS ENRIQUE GIL VELAZQUEZ
DIRECTOR GENERAL DEL CUERPO DE BOMBEROS
DEL MUNICIPIO DE HUATABAMPO**

FIRE DEPARTMENT OF THE MUNICIPALITY OF SONORA Huatabampo

Huatabampo, Sonora Wednesday August 24, 2016

AFFAIR:

Committee of the city:

MONTCLAIR CA.

To whom it may concern:

I am very pleased to greet you, in my position as director-general of the Fire Department of the municipality of Huatabampo, Sonora Mexico, and serve as the messenger to strengthen the bonds of friendship between our cities and fire departments.

We are a small team of fire fighters with many equipment needs, but with a high spirit to serve our community, honoring our motto: Sacrifice, Will and Action.

We give coverage in fire and pre hospital emergency services to nearly 89,000 inhabitants in our area, covering the city, beaches and desert area, just as we support smaller neighbouring cities.

For some time, we have maintained contact with the Montclair Fire Department through Mr. Jesus Escalante, who lives in that city and who has been our friend of many years. With this, we want to make official our bond of friendship with the city of Montclair ,CA. and their Fire Department.

It is very important for us to establish links of friendship with other fire departments for the exchange of knowledge and strategies, to be the best each day, giving a quality service with ethics and professionalism.

I would like to thank you in advance for your attention to this message, I bid you farewell as your most attentive and faithful servant.

CORDIALLY

SACRIFICE WILL AND ACTION

1st. COMMANDER. VELAZQUEZ LUIS ENRIQUE GIL GENERAL DIRECTOR OF THE
FIRE DEPARTMENT
THE MUNICIPALITY OF HUATABAMPO

MADERO 112 PTE.COL.CENTRO Huatabampo, SONORA MEXICO

TEL. (647) 4 26 00 97

Some of the equipment needs of our department, both protection for our staff and equipment units is as follows.

Helmets

Reefers

Pants

Boots

Gloves

Nomex hoods

Autonomous air equipment

Uniforms

Jaws of Life

1 ½ hoses

2 ½ hoses

1 ½ deliverers (NOZZLE)

Deliverers 2 ½ (NOZZLE)

And Greek 2 ½ to 1 ½

Hatchets

Halligan

Garrochas

Keys for coupling hoses

Keys for hydrants

Equipment for hazardous materials

Rescue rope

Pulleys, etc

Rescue equipment for whitewater

Equipment for ambulance

Luggage trauma

Suitcases airways

CORDIALLY

SACRIFICE WILL AND ACTION

1st. COMMANDER. VELAZQUEZ LUIS ENRIQUE GIL GENERAL DIRECTOR OF THE
FIRE DEPARTMENT

THE MUNICIPALITY OF HUATABAMPO



August 30, 2016

Huatabampo Fire Department
c/o Jesus Escalante
Madero 112 Pte.Col.Centro
Huatabampo, Sonora, Mexico

Mr. Escalante,

This letter is to inform you of the restriction on the donation to the Huatabampo Fire Department of personal protective equipment and uniforms from the City of Montclair's Fire Department. The City of Montclair is not making any warranties or representations as to the condition of the items. However, please be aware that these items are no longer safe for entry into active fire environments, including live-fire training activities. **They may only be utilized for nonfire training purposes.** These items are accepted recognizing this limitation and your signature below acknowledges that the Huatabampo Fire Department is aware of this limitation and agrees to the restriction on the use of these items as described above.

Acknowledgment

Huatabampo Fire Department Representative


Signature

JESUS Escalante 08/30/16
Print Name Date

CITY OF MONTCLAIR

5111 Benito Street, P.O. Box 2308, Montclair, CA 91763 (909) 626-8571 FAX (909) 621-1584

Mayor Paul M. Eaton • Mayor Pro Tem Carolyn Raft • Council members: Bill Ruh, J. John Dutrey, Trisha Martinez • City Manager Edward C. Starr

AGENDA REPORT

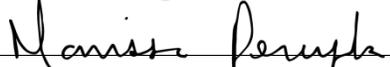
SUBJECT: CONSIDER APPROVAL OF AGREEMENT NO. 16-18 WITH PACIFIC BELL TELEPHONE COMPANY DBA AT&T CALIFORNIA FOR UNDERGROUNDING OF OVERHEAD COMMUNICATION LINES ASSOCIATED WITH 4875 MISSION BOULEVARD	DATE: September 19, 2016
	SECTION: AGREEMENTS
	ITEM NO.: 1
	FILE I.D.: LDU225
	DEPT.: PUBLIC WORKS

REASON FOR CONSIDERATION: The City previously entered into Agreement No. 15-95 with Quach Investments, which stipulated that a portion of the money generated by Quach Investments from the sale of the property located at 4875 Mission Boulevard would be deposited with the City to pay for remaining undergrounding of overhead utilities associated with the previous development of that property. Escrow closed on the sale of that property on December 31, 2015. The funds deposited in escrow for this undergrounding work was transferred to the City in accordance with Agreement No. 15-95. One of the utility companies involved with the undergrounding work is Pacific Bell Telephone doing business as AT&T California (AT&T). The City Council approved Agreement No. 16-18 on February 16, 2016, in order to complete the undergrounding work. Although Agreement No. 16-18 was approved by the City Council, it was never signed by AT&T. The agreement has since been amended and again requires City Council approval.

BACKGROUND: Quach Investments applied to the City for approval of a development plan for the southwest corner of Monte Vista Avenue and Mission Boulevard, addressed as 4875 Mission Boulevard, in 2007. The project was approved by the Planning Commission on February 13, 2007, subject to a list of conditions. Conditions 6e and 46f addressed undergrounding of overhead utilities along both the Monte Vista Avenue and Mission Boulevard frontages of the property. The utilities include facilities owned by Southern California Edison, Verizon (now Frontier), Time Warner Cable Television, and AT&T.

In 2009, all property improvements had been completed as well as the undergrounding work by Southern California Edison. However, none of the communication facilities work had been completed. Calvin Quach with Quach Investments submitted evidence that payment of all costs had been made to the utility companies by providing copies of checks purportedly written to those utility companies. Based on the evidence submitted, staff granted occupancy for the building shell and began issuing permits for tenant improvements.

Staff soon learned that none of the other utility companies had been paid, nor were there any schedules for starting the work. Further tenant improvement permits were withheld while staff attempted to work with Quach Investments to complete the utility

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

work. Quach Investments was unable to secure funding for the remaining work, and at one point declared bankruptcy.

Last year, IRealty Development LLC became interested in purchasing the property from Quach Investments. One of the terms of escrow was that Quach had to complete the undergrounding work, or have funds from the sale given to the City to complete the work. The City entered into Agreement No. 15-95 with Quach Investments wherein Quach Investments agreed to having funds withheld from escrow and given to the City to complete the undergrounding. Escrow closed on December 31, 2015, and in January 2016, funds from escrow were transferred to the City. The property is now owned by IRealty Development LLC.

Payment for Verizon/Frontier and Time Warner Cable Television undergrounding work has already been made to these two utility companies. In addition to the payment made to AT&T, AT&T requires a separate agreement not requested by the other two utility companies. Agreement No. 16-18 was prepared by AT&T and approved by City Council on February 16, 2016. The undergrounding work required by AT&T has been completed, but design changes by Verizon/Frontier require additional underground work by AT&T. AT&T has agreed to put in the additional conduit as part of its work. After further negotiations, the work was expanded, including rising on different pole. The change in scope of work and project cost requires changes to the original agreement between AT&T and the City, which was never executed.

FISCAL IMPACT: Under the terms of Agreement No. 15-95, Quach Investments was required to deposit in escrow and subsequently to the City, \$92,000 for work related to AT&T undergrounding. In addition to this amount, a 10% contingency was required, bringing the actual amount received to just over \$100,000. AT&T originally estimated its total cost for design and installation of cabling at just under \$59,000, less a deposit of \$5,005.55 previously paid by Quach Investments. The bill amount approved by City Council on February 16, 2016, was for \$37,015.75, more than \$15,000 less than originally expected. The revised invoice provided by AT&T to accompany amended Agreement No. 16-18 is for \$43,746.32, still more than \$10,000 less than expected.

Of the \$92,000 plus contingency amount received through escrow, approximately \$40,000 was identified for installation of conduit, which is also now a City responsibility. Staff will seek bids for this work and award a contract to the lowest responsible, responsive bidder in order to expedite installation.

RECOMMENDATION: Staff recommends the City Council approve Agreement No. 16-18 with Pacific Bell Telephone Company, a California corporation, dba AT&T California for undergrounding of overhead communication lines associated with 4875 Mission Boulevard.



Estimate of Cost and Authority for Work Special Construction Charge and Invoice

Customer Request Number : 182918
Project Number :

Date : 08/16/2016
Customer ID : 139790

Billing Information

Billing Party's Name : CITY OF MONTCLAIR
Phone : (909) 625-9478
Billing Address : 5111 BENITO STREET
MONTCLAIR, CA 91763
Contact Name : MICHAEL C. HUDSON
Phone : (909) 625-9478

Work Description & Engineering Remarks : COSTS ASSOCIATED WITH THE CONVERSION OF AT&T AERIAL FACILITIES TO THE UNDERGROUND AT 4875 MISSION BLVD MONTCLAIR, CA. RELOCATION IS ASSOCIATED WITH STREET IMPROVEMENTS, AS A CONDITION OF SALE, REQUIRED BY THE CITY OF MONTCLAIR.

Expenses	Amount
Engineering Labor	\$ 15,365.33
Material Cost	\$ 2,206.67
Construction Labor	\$ 24,462.73
Contractor Cost	\$ 6,717.14
Salvage Credit	\$ 0.00
CIAC	\$ 0.00
Total Estimated Costs	\$ 48,751.87
Advanced Payment	\$ 5,005.55
Total Amount Due	\$ 43,746.32

OSPE Representative: FLOYD DIZON

Title: OSP DESIGN - AND ASSIGNMENT -
NETWORK CAPACITY PROVISIONING

Phone #: (714) 618-9126



AT&T CR : 182918

AT&T Project :

Make check payable to:

Return signed Application with Payment to:

AT&T

AT&T

2700 Watt avenue, Room 3012
Sacramento, CA 95821
Attn: Debbie Beck

APPLICATION FOR CUSTOM WORK - ACTUAL COST BASIS

August 16, 2016

CITY OF MONTCLAIR
5111 BENITO STREET
MONTCLAIR, CA
91763
ATTN: Mr./Ms. MICHAEL C. HUDSON

DESCRIPTION OF CUSTOM WORK:

COSTS ASSOCIATED WITH THE CONVERSION OF AT&T AERIAL FACILITIES TO THE UNDERGROUND AT 4875 MISSION BLVD MONTCLAIR, CA. RELOCATION IS ASSOCIATED WITH STREET IMPROVEMENTS, AS A CONDITION OF SALE, REQUIRED BY THE CITY OF MONTCLAIR.

ESTIMATED COST FOR CUSTOM WORK: \$48,751.87

Applicant has asked AT&T to perform the above-described custom work for which Applicant shall pay AT&T the estimated contract price of Forty-Eight Thousand Seven Hundred Fifty-One Dollars And Eighty-Seven Cents/ \$48,751.87 in advance of the start of any AT&T work.

Applicant shall pay for the work on an "Actual Cost" basis. Upon completion of the work, AT&T will compute the actual cost of the work. Any difference between the amount of advance payment and the actual cost will be either paid by Applicant to AT&T or refunded to Applicant by AT&T as the case may be. Applicant understands that this amount is only an estimate of approximate costs, and that the actual cost incurred by AT&T and for which the Applicant is responsible may be different.

Charges are calculated in accordance with AT&T's ordinary accounting practices under the Uniform System of Accounts for Class A telephone companies and includes allocated costs for labor, engineering, materials, transportation, motor vehicles, and tool and supply expenses and corporate overhead loadings, if applicable, a 0 percent tax component collected for State and Federal Income Tax purposes in accordance with CPUC decision 87-09-026.

The estimated amount of \$48,751.87 is valid for only sixty (60) days and is therefore subject to change after October 15, 2016 if AT&T has not received an executed copy of the Application and the advance payment by that date.

The Advanced Payment Received is \$ 5,005.55

The Total Amount Due is \$ 43,746.32

If the applicant cancels the work prior to completion, Applicant shall pay AT&T for all costs AT&T has incurred before being notified in writing to cease work.

ACCEPTED FOR CUSTOMER: _____

BY: _____

Printed Name: _____

Title: _____

Date Signed: _____

ACCEPTED FOR AT&T:

BY: _____

Printed Name: FLOYD DIZON

Title: OSP DESIGN - AND ASSIGNMENT -
NETWORK CAPACITY PROVISIONING

Date Signed: _____

**AERIAL TO UNDERGROUND CONVERSION AGREEMENT
APPLICANT TO CONSTRUCT UNDERGROUND SUPPORTING STRUCTURE
(RULE 32(A)(3))
BETWEEN
CITY OF MONTCLAIR
and
PACIFIC BELL TELEPHONE COMPANY DBA AT&T CALIFORNIA
RE:
4875 MISSION BLVD MONTCLAIR, CA
AT&T JOB A0097DE**

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THIS AGREEMENT (“Agreement”) is between CITY OF MONTCLAIR, a CALIFORNIA corporation (“Applicant”), and PACIFIC BELL TELEPHONE COMPANY, a California corporation, dba AT&T California (“AT&T”), collectively the (“Parties”).

I. DEFINITIONS.

As used in this Agreement, the following terms apply:

- A. The term “Tariff” refers to Schedule Cal. P.U.C. No. A2, Rule 32(A)(3).
- B. The term “Underground Supporting Structure” (hereinafter “USS”) includes, but is not limited to conduit, inner duct, manholes, service boxes and related equipment.
- C. The terms “Trench” and “Trenching” include, but are not limited to, excavating, backfilling, compacting, and as necessary, breaking and replacing pavement, sidewalks, driveways, curbs and gutters; and restoring all other surface features, disturbed by underground construction, including landscaping, plus the cost of performing such work.
- D. The term “Hazardous Substance” refers to any substance, material or chemical that is or becomes regulated under applicable local, state, or federal law, regulation, or ordinance.
- E. The term “District” refers to the area in/on/along THE WEST SIDE OF MONTE VISTA AVE where the undergrounding of existing aerial facilities is to take place.
- F. The term “Project” means all of the work required to underground existing aerial facilities within the District.
- G. The term “CPUC” refers to the California Public Utilities Commission.

II. RECITALS.

- A. Applicant has asked AT&T to replace its existing aerial communication facilities within the District with underground communication facilities.
- B. To facilitate this request, Applicant is willing to construct the USS along the public way and upon utility rights of way to AT&T and thereafter transfer ownership of it to AT&T.
- C. AT&T is willing to underground its existing aerial communication facilities within the District, subject to the terms and conditions of this Agreement.

In consideration of the above, the Parties agree as follows:

III. SPECIFIC PROVISIONS.

Tariff.

The Project will be conducted in accordance with the Tariff.

A. Construction.

1. Within sixty (60) days of receipt of a copy of this Agreement that has been executed by Applicant and the advance payments required by Section III (F), AT&T shall provide to Applicant detailed plans and specifications for the Trenching and construction of the USS.
2. Applicant shall be responsible for Trenching (including sand shading, backfilling, and compaction) and the construction and installation of the USS, which shall be in accordance with AT&T's plans and specifications. Accordingly, Applicant shall, at Applicant's expense, provide all labor and material necessary to construct the USS, including the conduit material and manholes. Conduit material includes: cast steel manhole frames and covers, precast concrete conduit, plastic conduit - type C; fiber cement conduit- type C; steel pipe of equivalent standard heavy-wall duct material acceptable to AT&T, and all associated castings, bends, fittings, and unions. **APPLICANT SHALL NOT DEVIATE FROM AT&T'S TRENCH SPECIFICATIONS WITHOUT AT&T'S PRIOR WRITTEN CONSENT.**
3. Trenching and construction and installation of the USS shall conform to the construction specifications of the City or County that has jurisdiction over the Project.
4. Within fifteen (15) days of completion of the USS, Applicant shall, in AT&T's presence, prove the integrity of the installed duct structure by pulling a mandrill through each conduit section between the manholes/splice boxes.
5. Applicant shall provide to AT&T final footages of conduit sections on an "as built" drawing prior to AT&T's conversion of the aerial communication facilities.
6. Applicant shall obtain all permits necessary for excavation from the public agency(ies) that have jurisdiction over the Project.
7. Applicant shall require all affected property owners served by the aerial facilities to be replaced within the District to provide and maintain the USS on their property.
8. If, during the installation or construction of communications facilities, AT&T employees, subcontractors, or agents encounter Hazardous Substance(s) that may be disturbed by AT&T's activities:
 - a. AT&T shall give prompt verbal and written notice of the discovery of the Hazardous Substance(s) to Applicant;
 - b. AT&T shall suspend performance under this Agreement until (1) containment and removal of the Hazardous Substance(s) have been completed and approved by the appropriate governmental

agency(ies) if such approval is required or approved by AT&T, if governmental agency(ies) approval is not required; or (2) Applicant reasonably demonstrates that the Hazardous Substance will not be disturbed by AT&T's activities;

- c. AT&T's performance of its obligations under this Agreement is extended for the amount of time that it takes to complete containment/removal of the Hazardous Substance(s); and,
- d. If Applicant elects not to remove/contain the Hazardous Substance(s), AT&T may terminate this Agreement without further liability by giving advance notice to Applicant no later than ten (10) days after the date the Applicant notifies AT&T of its decision not to remove/contain the Hazardous Substance(s). If AT&T terminates this Agreement in accordance with this paragraph, Applicant shall reimburse AT&T for the costs AT&T incurred prior to the effective date of termination.

C. Term.

This Agreement is effective upon execution and shall continue in effect until terminated or canceled as provided by law or this Agreement.

D. Inspection and Acceptance.

1. An AT&T Inspector will be provided at the job site at Applicant's cost during the construction phase of the Project to ensure that all Trenching activities and placement of conduit and manholes/splice boxes are in accordance with AT&T's plans and specification. Applicant shall notify AT&T's Construction Coordinator on 951.359.2483 (KEITH ONDECHEK) forty-eight (48) hours in advance of the start of construction to coordinate the inspection activities.
2. AT&T shall have the right to inspect and accept the USS prior to placing any communication facilities therein. When AT&T accepts the USS, it shall prepare, execute, and provide to Applicant a Certificate of Acceptance.

E. Placement of Facilities.

AT&T will place all cables, wires and associated equipment for the conversion of aerial communication facilities to underground after the completion and acceptance of the USS. AT&T and any other USS occupant shall jointly determine the dates and sequence of construction of each of their respective facilities in the USS. Pursuant to the notice requirements in Section IV(G) Applicant shall provide fifteen (15) working days advance notice to AT&T prior to the start of Trenching to ensure AT&T has adequate time to order materials and coordinate the placement of its facilities.

F. Payment.

1. Applicant shall pay to AT&T within thirty (30) days after execution of this Agreement the sum of **\$48,751.87**, which represents the estimated cost of converting the aerial facilities to underground, less the estimated net salvage value of the replaced aerial communication facilities. If applicable, Applicant shall also pay to AT&T a 0% tax component of \$0 collected for Federal and State Income Tax in accordance with CPUC decision 87-09-026. **These amounts are valid for only sixty (60) days and are therefore subject to change after OCTOBER 10, 2016 (i) if Applicant has not signed this Agreement by that day, and (ii) if applicant has not completed construction within 120 days of that date.**

Applicant shall send the payment(s) to:

AT&T California
2700 WATT AVE RM 3012
SACRAMENTO, CA 95821

ATTN: DEBBIE BECK

2. Applicant shall pay for the conversion of aerial to underground facilities project on an "Actual Cost" basis. Upon completion of the project, AT&T will compute the actual cost of the project and shall reimburse the applicant for any amount paid in excess of the estimated cost. If the estimated cost paid by the applicant was less than the actual cost incurred by AT&T, the applicant shall pay to AT&T the difference in the cost at the conclusion of the project.

G. Cancellation, Modification or Deferment. If Applicant cancels, modifies or defers its request for the conversion of the aerial facilities to underground facilities within the District, Applicant shall pay any and all charges incurred by AT&T, in accordance with the Tariff.

H. Indemnity; Limitation of Liability.

1. Applicant shall indemnify, defend at AT&T's request, and hold harmless AT&T and its officers, agents and employees, as well as its associated and affiliated companies and their respective officers, agents, and employees ("Indemnitees"), from and against any and all losses, damages, expenses, costs, penalties, fines, fees (including reasonable attorney's and consultant's fees), or liabilities (collectively "Liabilities"), incurred as a result of any injury to or death of any person(s), or damage to any property(ies) arising out of or in connection with the materials used or the work performed by Applicant under this Agreement or the condition of the Project's property, including environmental contamination, except where

such Liabilities are caused by the sole negligence or willful misconduct of Indemnitees.

2. AT&T shall notify Applicant within a reasonable time of any written claims or demand against AT&T for which Applicant is responsible under this section. Applicant shall also (a) keep AT&T fully informed as to the progress of such defense, and (b) give AT&T, at its own expense, an opportunity to participate with Applicant in the defense or settlement of such claims, demand, lawsuits or other legal proceedings.
3. AT&T shall indemnify, defend, and hold harmless Applicant, from and against any and all losses, damages, expenses, costs, penalties, fines, fees (including reasonable attorney's and consultant's fees), or liabilities (collectively "Liabilities"), incurred as a result of any injury to or death of any person(s) or damage to any property(ies) arising out of or in connection AT&T's installation of facilities in the USS, except where such Liabilities are caused by the negligence or willful misconduct of Applicant. Applicant shall notify AT&T within a reasonable time of any written claims or demand against Applicant for which AT&T is responsible under this section.
4. These indemnities shall survive the termination or cancellation of this Agreement or any provision to the contrary herein.
5. IN NO EVENT WILL AT&T BE LIABLE TO APPLICANT FOR INCIDENTAL, SPECIAL, INDIRECT, PUNITIVE, OR CONSEQUENTIAL DAMAGES, WHETHER BY TORT OR CONTRACT, INCLUDING LOST REVENUES, LOSS OF PROFITS OR OTHER COMMERCIAL OR ECONOMIC LOSS ARISING OUT OF THE PERFORMANCE OF THIS CONTRACT, INCLUDING, WITHOUT LIMITATION, NEGLIGENT PERFORMANCE OR FAILURE TO PERFORM, OR A DEFECT OR FAILURE TO PERFORM OR DEFECT OF CABLE OR WIRING, REGARDLESS OF THE FORESEEABILITY THEREOF.

I. Insurance.

1. With respect to Applicant's performance under this Agreement, and in addition to Applicant's obligation to indemnify, Applicant shall at its sole cost and expense, maintain the insurance coverages and limits required by this Section and any additional insurance and/or bonds required by law:
 - i. at all times during the term of this Agreement and until completion of all work associated with this Agreement, whichever is later; and
 - ii. with respect to any coverage maintained in a "claims-made" policy, for two (2) years following the term of this Agreement or completion of all work associated with this Agreement, whichever is later. If a "claims-made" policy is maintained, the retroactive

date must precede the commencement of work under this Agreement;

2. Applicant shall also require each subcontractor who may perform work under this Agreement or enter upon the work site to maintain coverages, requirements, and limits at least as broad as those listed in this section from the time when the subcontractor begins work, throughout the term of the subcontractor's work and, with respect to any coverage maintained on a "claims-made" policy, for two (2) years thereafter;
 - a. procure the required insurance from an insurance company eligible to do business in the state or states where work will be performed and having and maintaining a Financial Strength Rating of "A-" or better and a Financial Size Category of "VII" or better, as rated in the A.M. Best Key Rating Guide for Property and Casualty Insurance Companies, except that, in the case of Workers' Compensation insurance, Applicant may procure insurance from the state fund of the state where work is to be performed; and
 - b. deliver to AT&T certificates of insurance stating the types of insurance and policy limits. Applicant shall provide or will endeavor to have the issuing insurance company provide at least 30 days advance written notice of cancellation, non-renewal, or reduction in coverage, terms, or limits to AT&T. Applicant shall deliver such certificates:
 - i. prior to commencement of any work;
 - ii. prior to expiration of any insurance policy required in this Section; and
 - iii. for any coverage maintained on a "claims-made" policy, for two (2) years following the term of this Agreement or completion of all work associated with this Agreement, whichever is later.
3. The Parties agree:
 - a. the failure of AT&T to demand such certificate of insurance or failure of AT&T to identify a deficiency will not be construed as a waiver of Applicant's obligation to maintain the insurance required under this Agreement;
 - b. that the insurance required under this Agreement does not represent that coverage and limits will necessarily be adequate to protect Applicant, nor be deemed as a limitation on Applicant's liability to AT&T in this Agreement;
 - c. Applicant may meet the required insurance coverages and limits with any combination of primary and Umbrella/Excess liability insurance; and

Applicant is responsible for any deductible or self-insured retention.

4. The insurance coverage required by this section includes:

a. Workers' Compensation insurance with benefits afforded under the laws of any state in which the work is to be performed and Employers Liability insurance with limits of at least:

\$500,000 for Bodily Injury – each accident

\$500,000 for Bodily Injury by disease – policy limits

\$500,000 for Bodily Injury by disease – each employee

To the fullest extent allowable by Law, the policy must include a waiver of subrogation in favor of AT&T, its affiliates, and their directors, officers and employees.

In states where Workers' Compensation insurance is a monopolistic state-run system, Applicant shall add Stop Gap Employers Liability with limits not less than \$500,000 each accident or disease.

b. Commercial General Liability insurance written on Insurance Services Office (ISO) Form CG 00 01 12 04 or a substitute form providing equivalent coverage, covering liability arising from premises, operations, personal injury, products/completed operations, and liability assumed under an insured contract (including the tort liability of another assumed in a business contract) with limits of at least:

\$2,000,000 General Aggregate limit;

\$1,000,000 each occurrence limit for all bodily injury or property damage incurred in any one (1) occurrence;

\$1,000,000 each occurrence limit for Personal Injury and Advertising Injury;

\$2,000,000 Products/Completed Operations Aggregate limit;

\$1,000,000 each occurrence limit for Products/Completed Operations;

\$1,000,000 Damage to Premises Rented to You (Fire Legal Liability).

The Commercial General Liability insurance policy must:

i. include AT&T, its affiliates, and their directors, officers, and employees as Additional Insureds. Applicant shall provide a copy of the Additional Insured endorsement to AT&T. The Additional Insured endorsement may either be specific to AT&T or may be “blanket” or “automatic”

addressing any person or entity as required by contract. A copy of the Additional Insured endorsement must be provided within 60 days of execution of this Agreement and within 60 days of each Commercial General Liability policy renewal;

- ii. include a waiver of subrogation in favor of AT&T, its affiliates, and their directors, officers and employees; and
 - iii. be primary and non-contributory with respect to any insurance or self-insurance that is maintained by AT&T.
- c. Business Automobile Liability insurance with limits of at least \$1,000,000 each accident for bodily injury and property damage, extending to all owned, hired, and non-owned vehicles.
 - d. Umbrella/Excess Liability insurance with limits of at least \$1,000,000 each occurrence with terms and conditions at least as broad as the underlying Commercial General Liability, Business Auto Liability, and Employers Liability policies. Umbrella/Excess Liability limits will be primary and non-contributory with respect to any insurance or self-insurance that is maintained by AT&T.

J. Warranty.

- 1. Applicant warrants for a period of two (2) years following AT&T's acceptance of the USS that all work and materials furnished under this Agreement:
 - a. conform in all respects to the requirements of this Agreement;
 - b. are adequate for the purposes for which they are intended; and
 - c. are free from any defects in design, materials, workmanship and title including, but not limited to, defects that will cause caving or sinking of the Trench, the USS, paving, or other materials.
- 2. Applicant warrants that all work it performs shall be performed by qualified personnel promptly and with diligence to AT&T's reasonable satisfaction, and that all work and materials shall be subject to all statutory and express or implied warranties.
- 3. Except as disclosed to and acknowledged by AT&T in writing, Applicant is not aware of the presence of any Hazardous Substance at the locations in the District where AT&T will be installing its underground facilities.
- 4. These warranties shall survive inspection, acceptance, termination and payment.

K. Title.

Upon the inspection and acceptance in writing of the USS by AT&T, title to the USS placed for AT&T shall vest in AT&T, provided that such is free of all liens and encumbrances.

L. Liens.

Applicant, its agents and contractors shall keep the USS free from any statutory or common law lien arising out of any work performed, materials furnished or obligations incurred by Applicant, its agents or contractors. In the event a lien is recorded against the USS and it is not removed from the record within ten (10) days after notice is given by AT&T to Applicant to do so, AT&T shall have the right to pay and discharge the lien without regard to whether the lien shall be lawful, valid or correct. Applicant shall, within thirty (30) days after written notice from AT&T, reimburse AT&T for any such claim paid by it.

M. Licenses and Easements.

Prior to construction of the Project, Applicant shall furnish AT&T with any and all licenses and grants of easements that are necessary for the construction, installation, and maintenance of AT&T's underground facilities.

N. Performance.

If Applicant should default in the performance of any work that it is obligated to perform under this Agreement within the time allowed for such work, AT&T may elect, by written notice to Applicant, to perform the work at Applicant's sole risk and expense and Applicant shall pay to AT&T upon demand AT&T's actual costs for performing the work.

O. Damage to Facilities.

Applicant, its employees, agents and contractors shall exercise special precaution and care to avoid causing damage to AT&T's facilities in performing work under the Project. Applicant shall assume responsibility for any and all losses, costs or expenses arising out of, caused by, or in any way connected with such damages, including consequential damages. Applicant shall immediately report the occurrence of any such damage to AT&T. Applicant shall, on demand, reimburse AT&T for the entire expense incurred in replacing or repairing the damage.

P. Tax Liability.

Applicant shall pay and hold AT&T harmless from and against, all penalties, interest, taxes or other charges that are levied or assessed against Applicant.

Q. Force Majeure.

AT&T shall not be held liable to Applicant for any delay in performance under this Agreement from any cause beyond its control and without its fault or negligence, such as acts of God, acts of civil or military authority, government

regulations, the presence of archeological or historical artifacts, or Hazardous Substances on, in, or near the Project, embargoes, epidemics, war, terrorist acts, riots, insurrections, fires, explosions, earthquakes, nuclear accidents, floods, strikes, power blackouts, volcanic action, other major environmental disturbances, unusually severe weather conditions, inability to secure products or services of other persons or transportation facilities, or acts or omissions of carriers. If any of the foregoing events occur, AT&T agrees, if requested by Applicant, to accelerate its efforts hereunder if reasonably feasible in order to regain lost time, so long as Applicant agrees to reimburse AT&T for the incremental actual costs of such efforts.

R. Compliance with Laws.

Applicant shall comply with all applicable federal, state, county, and local statutes, laws, ordinances, regulations, and codes, including the Executive Orders and regulations that are attached to this Agreement as Exhibit A. As used in Exhibit A, "Contractor" means Applicant.

IV. GENERAL PROVISIONS.

A. Assignment.

Applicant shall not wholly or partially assign this Agreement without the prior written consent of AT&T.

B. Binding Effect.

This Agreement shall be for the benefit of and is binding upon the respective successors and assigns of the parties.

C. Termination.

This Agreement automatically terminates upon completion and acceptance by AT&T of the USS. In the event of any material default or breach of this Agreement by Applicant, in addition to all other rights and remedies that AT&T may have at law or in equity, AT&T may terminate this Agreement by giving thirty (30) days prior written notice of termination. The notice shall specify the cause of termination and shall give Applicant a reasonable opportunity to cure and correct any such cause. In the event this Agreement is terminated or suspended as provided herein, AT&T shall not be liable to Applicant or any other person or entity for any losses, damages or claims which may arise as a result of termination. Applicant shall pay to AT&T all costs and expenses incurred by AT&T prior to termination of this Agreement. Any termination of this Agreement in whole or in part shall not release Applicant from any liability or obligation under this Agreement, whether of indemnity or otherwise, which may have accrued or which may be accruing or which arises out of any claim that may have accrued or may be accruing at the time of termination.

D. Entire Agreement.

This Agreement and the attached Exhibit, which is incorporated herein, constitute the entire Agreement between the parties with respect to the subject matter. All prior agreements, representations, statements, negotiations and understandings are superseded.

E. Independent Contractor.

Applicant, its agents, employees and contractors shall perform all work under this Agreement as independent contractors and not as affiliates, partners, joint ventures, agents, employees, servants or assigns of AT&T.

F. Jurisdiction.

This Agreement shall be governed by the laws of the State of California and is subject to the applicable rules, regulations and tariffs on file with the CPUC and is also subject to changes or modifications as the CPUC may order.

G. Notices.

All notices and other communications hereunder shall be in writing, addressed as follows, and deemed given when delivered in person, delivered to an agent such as an overnight or similar delivery service, or three days after deposited in the United States mail, postage prepaid.

APPLICANT

AT&T California

CITY OF MONTCLAIR

DEBBIE BECK

5111 BENITO ST

2700 WATT AVE RM 3012

MONTCLAIR, CA 91763

SACRAMENTO, CA 95821

H. Waiver and Amendment.

The provisions of this Agreement shall not be waived, altered, or amended by any representations or promises of any party unless consented to in writing by both parties.

I. Attorney's Fees.

If any action is brought to adjudicate the rights granted in this Agreement or to enforce any of the terms of this Agreement, the prevailing party shall be entitled to an award of reasonable attorney's fees in an amount to be determined by a court or a tribunal of competent jurisdiction.

The duly authorized representatives of Applicant and AT&T have executed this Agreement by affixing their signatures on the dates indicated below.

CITY OF MONTCLAIR

By: _____
Printed Name: Paul M. Eaton
Title: Mayor
Date Signed: _____

PACIFIC BELL TELEPHONE COMPANY

By: _____ Printed
Name: _____ Title: _____
Date
Signed: _____

ATTEST:

By: _____
Printed Name: Andrea M. Phillips
Title: Deputy City Clerk
Date Signed: _____

APPROVED AS TO FORM:

By: _____
Printed Name: Diane Robbins
Title: City Attorney
Date Signed: _____

Exhibit A

Executive Orders and Associated Regulations

AT&T California and AT&T Nevada, as common carriers of telecommunications services, engage in work as contractors for various departments and agencies of the United States Government. Also, certain facilities may be constructed pursuant to federally assisted construction programs. Because of the foregoing, work under this contract may be subject to the provisions of certain Executive Orders, federal laws and associated regulations. To the extent that such Executive Orders, federal laws and associated regulations apply to the work under this contract, and only to that extent, Contractor agrees to comply with the provisions of all such Executive Orders, federal laws and associated regulations as no in force or as may be amended in the future, including, but not limited to the following:

1. EQUAL EMPLOYMENT OPPORTUNITY PROVISIONS.

In accordance with Executive Order 11246, dated September 24, 1965, and 41 C.F.R. § 60-1.4, the parties incorporate herein by this reference the regulations and contract clauses required by those provisions to be made a part of nonexempt contracts and subcontracts.

2. CERTIFICATION OF NONSEGREGATED FACILITIES.

In accordance with Executive Order 11246, dated September 24, 1965, and 41 C.F.R. § 60-1.8, Contractor certifies that it does not and will not maintain or provide for its employees any facilities segregated on the basis of race, color, religion, sex, or national origin at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its control, where such segregated facilities are maintained. The term "facilities" as used herein means waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms, wash rooms, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees, provided that separate or single-user toilet and necessary changing facilities shall be provided to assure privacy between the sexes. Contractor will obtain similar certifications from proposed subcontractors prior to the award of any nonexempt subcontract.

3. CERTIFICATION OF AFFIRMATIVE ACTION PROGRAM.

Contractor certified that it has developed and is maintaining an Affirmative Action Plan as required by 41 C.F.R. § 60-1.40.

4. CERTIFICATION OF FILING.

Contractor certifies that it will file annually, on or before the 31st of March, complete and accurate reports on Standard Form 100 (EEO-1) or such forms as may be promulgated in its place as required by 41 C.F.R. § 60-1.7.

5. AFFIRMATIVE ACTION FOR DISABLED VETERANS AND VETERANS OF THE VIETNAM ERA.

In accordance with Executive Order 11701, dated January 24, 1973, and 41 C.F.R. 60-250.20, the parties incorporate herein by this reference the regulations and contract clauses required by those provisions to be made a part of Government contracts and subcontracts.

6. AFFIRMATIVE ACTION FOR HANDICAPPED PERSONS.

In accordance with Executive Order 11758, dated January 15, 1974, and 41 C.F.R. § 60-741.20, the parties incorporate herein by this reference the regulations and contract clauses required by those provisions to be made a part of Government contracts and subcontracts.

7. UTILIZATION OF SMALL BUSINESS CONCERNS AND SMALL DISADVANTAGED BUSINESS CONCERNS.

48 C.F.R., Ch. 1, § 19.740(4) and 19.708(a) require that the following clause is included:

Utilization of Small Business concerns and Small Disadvantaged Business Concerns (June, 1985)

(a) It is the policy of the United States that small business concerns and small business concerns owned and controlled by socially and economically disadvantaged individuals shall have the maximum practicable opportunity to participate in performing contracts let by and Federal agency, including contracts and subcontracts for subsystems, assemblies, components, and related services for major systems. It is further the policy of the United States that its prime contractors establish procedures to ensure the timely payment of amounts due pursuant to the terms of their subcontracts with small business concerns and small business concerns owned and controlled by socially and economically disadvantaged individuals.

(b) The Contractor hereby agrees to carry out this policy in the awarding of subcontracts to the fullest extent consistent with efficient contract performance. The Contractor further agrees to cooperate in any studies or surveys as may be conducted by the United States Small Business Administration or the awarding agency of the United States as may be necessary to determine the extent of the Contractor's compliance with this clause.

(c) As used in this contract, the term "small business concern" shall mean a small business as defined pursuant to section 3 of the Small Business Act and relevant regulations promulgated pursuant thereto. The term "small business concern owned and controlled by socially and economically disadvantaged individuals" shall mean a small business concern:

(1) Which is at least 51 percent owned by one or more socially and economically disadvantaged individuals; or, in the case of any publicly owned businesses, at least 51 percent of the stock of which is owned by one or more socially and economically disadvantaged individuals; and

(2) Whose management and daily business operations are controlled by one or more of such individuals.

The Contractor shall presume that socially and economically disadvantaged individuals include Black Americans, Hispanic Americans, Native Americans, Asian-AT&T Americans, Asian-Indian Americans and other minorities, or any other individual found to be disadvantaged by the Administration pursuant to section 8(a) of the Small Business Act.

(d) Contractors acting in good faith may rely on written representations by their subcontractors regarding their status as either a small business concern or a small business concern owned and controlled by socially and economically disadvantaged individuals.

Small Business and Small Disadvantaged Business Subcontracting Plan.

Contractor, unless it is a small business concern, as defined in section 3 of the Small Business Act, agrees to adopt and comply with a small business and small disadvantaged business subcontracting plan, which shall be included in and made a part of this contract. The parties incorporate herein by this reference the regulations and contract clauses required by 48 C.F.R., Ch. 1, §§ 19.704(4) and 19.708(b) to be made a part of Government contracts and subcontracts.

8. WOMEN-OWNED SMALL BUSINESSES.

As prescribed in 48 C.F.R., Ch. 1, § 19.902, the following clause is included in solicitations and contracts when the contract amount is expected to be over the small purchase threshold, unless (a) the contract is to be performed entirely outside the United States, its possessions, Puerto Rico, and the Trust Territory of the Pacific Islands, or (b) a personal services contract is contemplate:

(a) "Woman-owned small businesses," as used in this clause, means businesses that are at least 51 percent owned by women who are United States citizens and who also control and operate the business.

"Control," as used in this clause, means exercising the power to make policy decisions.

"Operate," as used in this clause, means being actively involved in the day-to-day management of the business.

(b) Policy. It is the policy of the Government to award contracts to concerns that agree to perform substantially in labor surplus areas (LSA's) when this can be done consistent with the efficient performance of the contract and at prices no higher than are obtainable elsewhere. The Contractor agrees to use its best efforts to place subcontracts in accordance with this policy.

(c) Order of Preference. In complying with paragraph (b) above and with paragraph (c) of the clause of this contract entitled Utilization of Small Business Concerns and Small Disadvantaged Business Concerns, the Contractor shall observe the following order of preference in awarding subcontracts: (1) small business concerns that are LSA concerns, (2) other small business concerns, and (3) other LSA concerns.

(d) Definitions. "Labor surplus area," as used in this clause, means a geographical area identified by the Department of Labor in accordance with 20 C.F.R. §

654, Subpart A, as an area of concentrated unemployment or underemployment or an area of labor surplus.

"Labor surplus area concern," as used in this clause, means a concern that together with its first-tier subcontractors will perform substantially in labor surplus areas. Performance is substantially in labor surplus area if the costs incurred under the contract on account of manufacturing, production, or performance of appropriate services in labor surplus areas exceed 50 percent of the contract price.

Labor Surplus Area Subcontract Program.

(a) See the Utilization of Labor Surplus Area Concerns clause of this contract for applicable definitions.

(b) The Contractor agrees to establish and conduct a program to encourage labor surplus area (LSA) concerns to compete for subcontracts within their capabilities at prices no higher than obtainable elsewhere. The contractor shall --

(1) Designate a liaison officer who will (i) maintain liaison with authorized representatives of the Government on LSA matters, (ii) supervise compliance with the Utilization of Labor Surplus Area Concerns clause, and (iii) administer the Contractor's labor surplus area subcontracting program;

(2) Provide adequate and timely consideration of the potentialities of LSA concerns in all make-or-buy decisions;

(3) Ensure that LSA concerns have an equitable opportunity to compete for subcontracts, particularly by arranging solicitations, time for the preparation of offers, quantities, specifications, and delivery schedules so as to facilitate the participation of LSA concerns;

(4) include the Utilization of Labor Surplus Area Concerns clause in subcontracts that offer substantial LSA subcontracting opportunities; and

(5) Maintain records showing (i) the procedures adopted and (ii) the Contractor's performance, to comply with this clause. The records will be kept available for review by the Government until the expiration of 1 year after the award of this contract, or for such longer period as may be required by any other clause of this contract or by applicable law or regulations.

(c) The Contractor further agrees to insert in any related subcontract that may exceed \$500,000 and that contains the Utilization of Labor Surplus Area Concerns clause, terms that conform substantially to the language of this clause, including this paragraph (c), and to notify the Contracting Officer of the names of subcontractors.

AGENDA REPORT

SUBJECT: CONSIDER APPROVAL OF AGREEMENT NO. 16-87 WITH SOUTHERN CALIFORNIA LANDSCAPE, INC., FOR LANDSCAPE MAINTENANCE SERVICES AT FRONTIER COMMUNITIES PARKWAYS AND RAIN GARDENS	DATE: September 19, 2016
CONSIDER AUTHORIZING AN \$8,750 APPROPRIATION FROM THE CONTINGENCY RESERVE FUND FOR LANDSCAPE MAINTENANCE	SECTION: AGREEMENTS
	ITEM NO.: 2
	FILE I.D.: PRK050
	DEPT.: PUBLIC WORKS

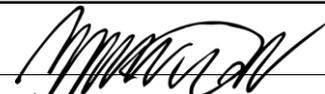
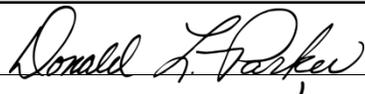
REASON FOR CONSIDERATION: With the completion of improvements for the Frontier Communities housing project located on the east side of Monte Vista Avenue south of Howard Street, the City is now responsible for the public landscape installed as part of that project. An agreement for landscape maintenance services is required. Award of contracts and agreements with the City require City Council approval.

BACKGROUND: Staff recently requested bids from two landscape contractors, Mariposa Landscapes, Inc., and Southern California Landscape, Inc., for annual landscape maintenance of the parkways and rain gardens in and around the recently completed Frontier Communities housing project. These two companies already perform landscape maintenance services for median islands and Paseos Park. The results of those bids are listed below:

<i>Contractor</i>	<i>Bid Amount</i>
Southern California Landscape, Inc.	\$9,000
Mariposa Landscapes, Inc.	\$9,312

FISCAL IMPACT: The approval process for the Frontier Communities housing project included a landscape maintenance endowment requirement in the amount of \$69,000. The purpose of the endowment is to provide maintenance of the landscape for a period of 20 years. These funds were received by the City on May 10, 2016, and deposited into the General Fund. Because the project was still under construction during the budget process for fiscal year 2016/17, no funds were budgeted for this maintenance. The City of Montclair's maintenance responsibility is expected to begin on October 1, 2016, and therefore an additional appropriation from the Contingency Reserve Fund will be required. The appropriation requested is \$6,750 for regular maintenance for the remainder of Fiscal Year 2016/17 beginning on October 1, 2016, plus an additional amount of \$2,000 for vandalism and extraordinary repairs.

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

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

1. Approve Agreement No. 16-87 with Southern California Landscape, Inc., for landscape maintenance services at Frontier Communities parkways and rain gardens.
2. Authorize an \$8,750 appropriation from the Contingency Reserve Fund for landscape maintenance.

**AN AGREEMENT BY AND BETWEEN THE CITY OF
MONTCLAIR AND SOUTHERN CALIFORNIA
LANDSCAPE, INC., FOR LANDSCAPE MAINTENANCE
SERVICES FOR FRONTIER COMMUNITIES PARKWAYS
AND RAIN GARDENS**

THIS AGREEMENT, made effective as of the 1st day of October 2016, by and between the CITY OF MONTCLAIR, a Municipal Corporation, County of San Bernardino, State of California, hereinafter referred to as "CITY"; and Southern California Landscape, Inc., hereinafter referred to as "CONTRACTOR."

WITNESSETH:

SECTION I

The CONTRACTOR, in consideration of the promises of the CITY hereinafter set forth, hereby agrees to furnish all tools, equipment, materials, labor, and transportation necessary to perform and complete the terms of this Agreement and to faithfully perform and maintain in a good and workmanlike manner the maintenance services on the areas as set forth and listed in this Agreement.

SECTION II

This Agreement is for a period of four (4) years and nine (9) months from the date herein above set forth subject to the right of either party to cancel without cause by giving a minimum of thirty (30) days' written notice to the other of such cancellation. After the initial term of this Agreement, if agreeable to both the City and CONTRACTOR, this Agreement may be extended for two additional three-year terms.

SECTION III

All of the work and services to be performed pursuant to this Agreement shall be performed in a good and workmanlike manner for the total monthly sum of \$750.00 with payments to be made on the 1st day of each and every calendar month, during the term of this agreement, which will be paid the CONTRACTOR for all work and services to be performed pursuant to this Agreement. CONTRACTOR shall pay prevailing wages in accordance with the laws of the State of California.

Payment of additional services requested, in writing, by CITY and not included in the scope of services as set forth in the Agreement shall be performed by the CONTRACTOR at the rate of \$35.00 per hour. This hourly rate is negotiable annually and shall include labor, equipment, overhead, and profit. Any and all work done under this Section of this Agreement will be with prior written approval from the CITY. If prior written approval is not obtained by the CITY, no payment will be approved. Charges for additional services shall be invoiced on a monthly basis and shall be paid by the CITY within a reasonable time after said invoices are received by the CITY.

SECTION IV

The CONTRACTOR shall defend, indemnify, and save harmless the CITY, its elected and appointed officials, officers, agents, and employees from all liability from loss, damage, or injury to persons or property including the payment by the CONTRACTOR of any and all legal costs and attorney's fees in any manner arising out of any negligent or intentional or willful acts or omissions of the CONTRACTOR or any of its agents, servants, employees, or licensees in the performance of this Agreement including, but not limited to, all consequential damages to the maximum extent permitted by law.

SECTION V

Not used.

SECTION VI

The CONTRACTOR shall not commence work under this Agreement until it has obtained all insurance required hereunder in a company or companies acceptable to the CITY nor shall the CONTRACTOR allow any employee to commence work on the maintenance services subject to this Agreement until all insurance required has been obtained. The CONTRACTOR shall take out and maintain, at all times during the term of this Agreement, the policies of insurance as set forth hereinafter.

SECTION VII

Workers' Compensation Insurance: Before beginning work, the CONTRACTOR shall furnish the CITY a Certificate of Insurance as proof that it has taken out full Workers' Compensation Insurance for all persons whom it may employ directly or through subcontractors in carrying out the work specified herein in accordance with the State of California.

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

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

SECTION VIII

Throughout the term of this Agreement, at the CONTRACTOR'S sole cost and expense, the CONTRACTOR shall keep, or cause to be kept, in full force and effect for the mutual benefit of the CITY and the CONTRACTOR comprehensive, broad form,

general public liability, and automobile insurance against claims and liabilities for personal injury, death, or property damage arising from the CONTRACTOR'S activities, providing protection of at least One Million Dollars (\$1,000,000) for bodily injury or death to any one person and Three Million Dollars (\$2,000,000) for any one accident or occurrence and at least One Million Dollars (\$1,000,000) for property damage.

SECTION IX

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 and policies required under Section VIII shall name, as additional insured, the CITY, its elected officials, officers, employees, and agents. 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 the CITY, its elected officials, officers, employees, and agents; (2) the policies are primary and noncontributing with any insurance that may be carried by the CITY; and (3) they cannot be canceled or materially changed except after thirty (30) days written notice by the insurer to the CITY by certified mail. The CONTRACTOR shall furnish the CITY with copies of all such policies promptly upon receipt of them or certificate evidencing the insurance. The CONTRACTOR may effect for its own account insurance not required under this Agreement.

SECTION X

The CONTRACTOR shall, before any work begins, obtain and maintain the following: City of Montclair Business License, State of California Contractor's License (C27), and all State of California Pest Control Licenses and categories necessary to complete the provisions of this Agreement.

SECTION XI

The Public Works Superintendent, or his/her designated representative, shall be the judge of all work performed and shall approve all material provided by the CONTRACTOR before it is used. If the work is not satisfactory, the Public Works Superintendent, or his/her designated representative, may suspend the Agreement for any period of time or terminate the Agreement as set forth herein. No sums shall be due or payable to the CONTRACTOR for or during any time of such suspension or after termination.

It is further agreed that in the event the CONTRACTOR fails to furnish tools, equipment, materials, labor, or transportation in the necessary quantity or quality or fails to prosecute the work or any part thereof, the Public Works Superintendent or his/her designated representative shall so certify to the City Manager of the CITY, and if thereafter the CONTRACTOR, for a period of ten (10) days after receipt of a written demand from the Public Works Superintendent or his/her designated representative, fails to furnish tools, equipment, materials, labor, or transportation in the necessary quantity or quality and to prosecute said work and all parts thereof in a diligent and workmanlike manner, or after commencing to do so within said ten (10) days, fails to continue to do so, then the CITY may exclude the CONTRACTOR from the premises or any portion thereof, together with all materials and equipment thereon, and may complete the work contemplated by this Agreement or any portion of said work either by furnishing the tools, equipment, materials, labor, or transportation necessary therefore or by letting the unfinished portion of said work or the portion taken over by the CITY shall be a charge against the CONTRACTOR and may be deducted from any money due or becoming due to the CONTRACTOR for the CITY, or the CONTRACTOR may be compelled to pay the CITY the amount of said charge or the portion thereof unsatisfied. As used herein, the term "premises" shall include those areas and sites as set forth in SECTION XIV hereof.

SECTION XII

Contractor shall comply with the Federal Clean Water Act and City of Montclair Municipal Code Section 9.24 – Storm Drain System, employees from said contractor shall be trained in Stormwater Best Management Practices. No blowing and/or depositing of grass clippings, leaves, or any other yard waste out into the street and catch basins.

SECTION XIII

SPECIFIC

A. Trees, Plants, Shrubbery

1. All plants and shrubbery shall be properly irrigated, pruned, and shaped in season to produce the best possible effect and growth condition including tree skirts to have a minimum seven feet of clearance above finished grade.
2. The CITY may make periodic soil analyses to determine soil amendment requirements (gypsum, sulfur, iron chelates, etc.) as well as fertilization demands, and the Contractor is required to make the necessary applications within two weeks of notification. In lieu of soil tests, the CITY/AGENCY may require the CONTRACTOR to provide an all-purpose fertilizer for application.
3. All landscape areas shall be monitored and treated for Gophers by the CONTRACTOR as needed. The CONTRACTOR, at no additional cost to the CITY, shall furnish chemicals and licenses necessary for Gopher Control.

B. Replacements

1. Any plant material that may expire from normal causes shall be replaced and replanted with a like or more desirable species without additional cost to the CITY.
2. Any plantings, cobblestone or stamped concrete areas, or portions of the irrigation systems that are damaged by vehicles, vandalism, or other means beyond the CONTRACTOR'S control shall be repaired and/or replaced by the CONTRACTOR, upon approval by the CITY, and may be billed at a flat rate of \$35.00 per hour plus costs of materials needed.

C. Irrigation System

1. Sprinkler heads shall be adjusted and kept clean to provide the best possible coverage. Missing, broken, worn, or sprinkler heads damaged while performing the duties pursuant to the Agreement shall be immediately replaced by CONTRACTOR to allow continuous irrigation without additional cost to the CITY.
2. Automatic irrigation controllers, remote control valves, and sprinkler heads will be properly checked and adjusted by the CONTRACTOR weekly.

The CONTRACTOR shall be responsible for immediately notifying City whenever a sprinkler system is not working properly. The CONTRACTOR shall be responsible for all repairs, upon approval by the CITY, at a flat rate of \$35.00 per hour plus costs of the materials needed. Repairs to damage caused by the CONTRACTOR'S operation, shall be borne by CONTRACTOR.

E. Debris

1. On a weekly basis, as work in any area is completed, the clippings, trimmings, weeds, and trash shall be removed and the area shall be left in a neat and attractive condition. The CONTRACTOR is responsible for the cost of disposing all clippings, trimmings, weeds, and trash. Trash and debris cleanup shall extend from the curb and gutter to the limit of the landscape areas.

F. Concrete, Cobblestone Concrete, Bomanite, and Stamped Concrete Areas

1. On a weekly basis, all concrete, cobblestone, stamped concrete, Bomanite, and stamped concrete areas shall be weeded and kept free of papers and other extraneous material.

G. Management and Supervision

1. The sites defined by this Agreement shall be closely inspected by the CONTRACTOR'S Maintenance Superintendent to ensure proper work procedures are followed.
2. Monthly maintenance reports by CONTRACTOR'S Maintenance Superintendent shall be submitted for CITY'S information.
3. The landscape maintenance will be scheduled first to meet the requirements of the landscape and secondly to fit the working procedures of the CITY.

SECTION XIV

The areas to be maintained are listed below; however, they are general site descriptions and are to be considered inclusive, not precise:

- A. Frontier Communities, Tract 19943, in the common areas, Montclair, Ca. 91763 as per the construction drawings provided.**

SECTION XIV

In the event that additional areas require maintenance services, such areas may be added to this Agreement at a negotiated price; however, during the period of time the CONTRACTOR is negotiating a cost to maintain the new areas, it is the CONTRACTOR'S responsibility to provide maintenance service to any area in question. In the event a maintenance area is deleted from this Agreement, the contract price for that area shall be deducted from the negotiated price.

SECTION XV

MISCELLANEOUS PROVISIONS

- A. Assignment.** No assignment of this Agreement or of any part or obligation of performance hereunder shall be made, either in whole or in part, by the CONTRACTOR without the written consent of the CITY.

- B. Independent Contractor.** The parties hereto agree that CONTRACTOR and its employees, officers, and agents are independent contractors under this Agreement, and shall not be construed for any purpose whatsoever to be employees of the CITY.
- C. Compliance with Laws.** The CONTRACTOR shall comply with all applicable laws in performing its obligations under this Agreement.
- D. Discrimination.** The CONTRACTOR 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 CONTRACTOR agrees to comply with all County, State, and Federal laws related to equal employment opportunity rights.
- E. Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of California.
- F. Attorney's Fees.** In the event that any legal proceeding is instituted to enforce any term or provisions of this Agreement, the prevailing party in said legal proceeding shall be entitled to recover attorney's fees and costs from the opposing party in an amount to be determined by the court to be reasonable.
- G. Entire Agreement.** This Agreement supersedes any and all other agreements, either oral or in writing, between the parties with respect to the subject matter herein. Each party to this Agreement acknowledges that no representation by any other party that is not embodied herein nor any other agreement, statement, or promise not contained in this Agreement shall be valid and binding. Any modification of this Agreement shall be effective only if it is in writing, signed by all parties.

IN WITNESS WHEREOF, the parties hereto execute this Agreement as of the day and year first set forth herein above.

Contractor:

SOUTHERN CALIFORNIA LANDSCAPE, INC.

Name Title Date

City:

CITY OF MONTCLAIR

Paul M. Eaton Mayor Date

ATTEST:

Andrea M. Phillips Deputy City Clerk Date

APPROVED AS TO FORM:

Diane E. Robbins City Attorney Date

AGENDA REPORT

SUBJECT: CONSIDER APPROVAL OF AGREEMENT NO. 16-88 WITH CHAFFEY COMMUNITY COLLEGE DISTRICT TO IMPLEMENT A FIELD INTERNSHIP PROGRAM IN THE HUMAN SERVICES DEPARTMENT	DATE: September 19, 2016
	SECTION: AGREEMENTS
	ITEM NO.: 3
	FILE I.D.: HSV042
	DEPT.: HUMAN SVCS.

REASON FOR CONSIDERATION: The City Council is requested to consider approval of Agreement No. 16-88 with the Chaffey Community College District to support their Field Internship Program for Gerontology. Agreement No. 16-88 is attached for consideration by the City Council.

BACKGROUND: The Chaffey Community College District has presented an Agreement to provide support of their Gerontology Program by offering their students the opportunity for academic and vocational education. Vocational education is a form of education in which people are provided with practical skills which will allow them to engage in careers which involve manual or practical abilities.

The City of Montclair Human Services Department would provide the field site for the Gerontology Program for students to have internships. Students participating would have access to our programs, activities and participants for vocational education purposes.

The term of Agreement No. 16-88 is September 19, 2016 through September 18, 2019.

FISCAL IMPACT: There would be no fiscal impact to the City's General Fund should the City Council approve proposed Agreement No. 16-88.

RECOMMENDATION: Staff recommends the City Council approve Agreement No. 16-88 with Chaffey Community College District to provide internship opportunities for students in their Gerontology Program.

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

AGREEMENT BETWEEN
CHAFFEY COMMUNITY COLLEGE DISTRICT
AND
CITY OF MONTCLAIR

This AGREEMENT FOR VOCATIONAL EDUCATION ("Agreement"), dated September 19, 2016, is entered into by and among the governing board of the CHAFFEY COMMUNITY COLLEGE DISTRICT of San Bernardino County, State of California ("College") and **CITY OF MONTCLAIR** ("Agency").

WITNESSETH:

WHEREAS, College operates a curriculum for students of the Gerontology Program and such curriculum includes an educational program ("Program"); and

WHEREAS, the said curriculum complies with all applicable laws and regulations; and

WHEREAS, the Agency operates facilities which are suitable for the Program; and

WHEREAS, all parties will benefit if students of the Program use the Agency which is located at 5111 Benito Avenue, Montclair, CA, 91763, during their participation in the Program.

NOW, THEREFORE, the parties hereto enter into this Agreement as a full statement of their respective responsibilities during the term of this Agreement and in consideration of the representations made above the covenants and conditions set forth herein, the parties agree as follows:

I. OBLIGATIONS OF COLLEGE

COLLEGE SHALL:

- A. Provide off-campus programs in order that students fulfill required internship field experience.
- B. Provide a planned curriculum of experience in academic/vocational education.
- C. Provide supervision, guidance, and an evaluation process.
- D. Require every student to conform to all applicable Agency policies, procedures, and regulations, and to all additional requirements and restrictions agreed upon by representatives of the College and the Agency.
- E. Ensure that student/instructor ratios will be a minimum average 17/1.
- F. Provide students and faculty with training in the requirements of the privacy and security provisions of HIPAA and to advise them of the importance of complying with the Agency's policies and procedures relative to HIPAA, prior to any individual student or faculty member beginning to participate with the Program through the Agency. In the absence of consent, students shall use de-identified information only in any discussions about the clinical experience with the College, and its employees, or agents.
- G. Each instructor will teach during the hours designated by the Director. Once the class hours are established, the instructor must not vary from these hours.
- H. In cooperation with the agency liaison, the Director/staff, will monitor the instructional services to ensure quality academic/vocational training.

II. OBLIGATIONS OF THE AGENCY

THE AGENCY SHALL:

- A. Permit access for the Program instructors and those students designated by the College to the facilities as necessary to participate in the Program, so long as such access does not interfere with the regular activities of the facilities.
- B. Maintain the facilities so that they at all times shall conform to the requirements of the state and/or federal regulations and other accrediting agencies.
- C. Recommend that the College withdraw from the facilities any student who the Agency determines is not performing satisfactorily or is not complying with the Agency's policies, procedures, and regulations. Such recommendation shall be in writing and include a statement why the Agency recommends that the student be withdrawn. College shall comply with such a recommendation within five (5) days of receiving it.
- D. Agency, its employees, instructors, and agents shall provide equal access in the provision of services, or employment of persons without regard to race, color, national origin, ancestry, religion, creed, sex, age (over 40), physical disability (including HIV and AIDS) or mental disability, marital status, medical condition (including cancer and genetic characteristics), sexual orientation, or military status as a Vietnam-era veteran, or the perception that a person has one or more of the foregoing characteristics, and further understands that harassment of any student or employee of District with regard to race, religion, gender, disability, medical condition, marital status, age, or sexual orientation is strictly prohibited.

III. INSURANCE

A. College shall maintain in full force and effect, at its sole expense and written by carriers acceptable to the Agency, (1) comprehensive general liability insurance to cover College's, employees and students while at the facilities at levels of not less than One Million Dollars (\$1,000,000.00) per occurrence and Three Million Dollars (\$3,000,000.00) annual aggregate and (2) professional liability insurance for such employees and students at levels of not less than One Million Dollars (\$1,000,000.00) per occurrence and Three Million Dollars (\$3,000,000.00) annual aggregate.

B. College shall cause the policies for such professional and general liability to name the Agency as additional insureds and to require thirty (30) days written notice to the Agency prior to the effective date of any material change to or cancellation of such policies. College shall present the Agency with satisfactory evidence of compliance with these insurance requirements immediately after execution of this Agreement.

C. College shall extend its usual workers' compensation insurance to cover all students and employees who are participating in the Program at the Agency.

IV. INDEMNIFICATION

A. College shall indemnify and hold harmless the Agency and each of their officers, partners, employees or agents (each of which persons and organizations are referred to collectively herein as "Indemnitees" or individually as "Indemnitee") from and against any and all demands, debts, liens, claims, loss, damage, liability, costs, expenses, judgments, or obligations, actions or cause of actions, including the payment of reasonable attorneys' fees and costs for or in connection with injury or damage (including, but not limited to, death) to any person or property resulting from or in any way connected with the negligent performance of or failure to perform obligations hereunder by College, its officers, partners, employees, students or agents.

The foregoing indemnity and hold harmless obligation of College includes and applies without limitation to injury or damages to indemnitees, the Clinical Agency, patients, third parties, or any or all of them and their respective property, officers, partners, employees, or agents.

B. The Agency shall indemnify and hold harmless the College and each of their officers, partners, employees or agents (each of which persons and organizations are referred to collectively herein as "Indemnitees" or individually as "Indemnitee") from and against any and all demands, debts, liens, claims, loss, damage, liability, costs, expenses, judgments, or obligations, actions or cause of actions, including the payment of reasonable attorneys' fees and costs for or in connection with injury or damage (including, but not limited to, death) to any person or property resulting from or in any way connected with the negligent performance of or failure to perform obligations hereunder by the Agency, its officers, partners, employees, or agents.

The foregoing indemnity and hold harmless obligation of the Agency includes and applies without limitation to injury or damages to indemnitees, the College, instructors, students, third parties, or any or all of them and their respective property, officers, partners, employees, or agents.

C. Neither termination of this Agreement nor completion of the acts to be performed under this Agreement shall release any party from its obligations to indemnify as to any claim or cause of action asserted so long as the event upon which such claim or cause of action is predicated shall have occurred prior to the effective date of any such termination or completion.

V. STATUS OF COLLEGE, ITS PERSONNEL, AGENCY

The parties expressly understand and agree that:

A. This Agreement is not intended and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture or association between College and the Agency and their employees, students, partners, or agents, but rather is an agreement by and among independent Agencies.

B. College's instructors and students are present at the facilities only for educational purposes, and such instructors and students are not to be considered employees or agents of the Agency (except as specifically identified in this agreement) for any purpose including, but not limited to, compensation for services, employee welfare and pension benefits, or any other fringe benefits of employment. None of the College's students, instructors, employees, or agents shall receive any compensation from the Agency.

C. The Agency will assess no fees to the College for the use of the Agency's resources; likewise, the students will receive no remunerations from the Agency for services incidental to their experiences.

VI. PUBLICITY

Neither College nor the Agency shall cause to be published or disseminated any advertising materials, either printed or electronically transmitted, which identify another party or its facilities with respect to the Program without the prior written consent of the other party.

VII. TERM, TERMINATION AND AMENDMENT

A. The term of this agreement shall commence when it is fully executed and shall be effective for three (3) years. However, this agreement may be modified or revised at any time, by mutual consent, in writing, and signed by all parties.

B. This Agreement may be terminated, with or without cause, by either party after giving the other party thirty (30) days advance written notice of its intention to terminate. However, any such termination by the Agency shall not be effective, at the election of College, as to any student who at the date of mailing of said notice by the Agency was participating in the Program until such student has completed the education.

C. Agency retains the right to reasonably request College to remove a student permanently from the site within 24 hours of request by the Agency.

D. Any written notice given under this Section VII shall be sent, postage prepaid, by certified mail, return receipt requested, to the following person(s), as the case may be:

CHAFFEY COMMUNITY COLLEGE DISTRICT
5885 Haven Avenue
Rancho Cucamonga, CA 91737
Attn: Julie Sanchez, Student Services

CITY OF MONTCLAIR
5111 Benito Avenue
Montclair, CA 91763
Attn: Marcia Richter, Human Services Director

VIII. ASSIGNMENT

Neither College nor Agency shall assign its respective rights or obligations pursuant to this agreement without the express written consent of the other party.

IX. RULES OF CONSTRUCTION

The language in all parts of this Agreement shall in all cases be construed as a whole, according to its fair meaning, and not strictly for or against either College or the Agency. Section headings in this Agreement are for convenience only and are not to be construed as a part of this Agreement or in any way limiting or amplifying the provisions hereof. All pronouns and any variations thereof shall be deemed to refer to the masculine, feminine, neuter, singular or plural, as the identifications of the person or persons, firm or firms, corporation or corporations may require.

X. ENTIRE AGREEMENT

This Agreement contains the final, complete, and exclusive agreement between the parties hereto. Any prior agreements, promises, negotiations or representations relating to the subject matter of this Agreement not expressly set forth herein are of no force or effect.

XI. JURISDICTION

This Agreement is made and entered into the State of California, and shall in all respects be interpreted, enforced and governed by and under the laws of the State.

XII. EXECUTION

This Agreement may be executed in counterparts, and all such counterparts together shall constitute the entire agreement of the parties hereto.

XIII. SEVERABILITY

The provisions of this Agreement are specifically made severable. If any clause, provision, right and/or remedy provided herein is unenforceable or inoperative, the remainder of this Agreement shall be enforced as if such clause, provision, right and/or remedy were not contained herein.

XIV. AUTHORIZATION

The undersigned individuals represent that they are fully authorized to execute this Agreement on behalf of the named parties.

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto as of the day and year first written above.

**CHAFFEY COMMUNITY COLLEGE DISTRICT
of San Bernardino County**

CITY OF MONTCLAIR

By: _____
Lisa Bailey
Associate Superintendent, Business Services

By: _____
Paul M. Eaton, Mayor

September 9, 2016

Date

Date

ATTEST:

Andrea M. Phillips, Deputy City Clerk

Date

AGENDA REPORT

SUBJECT: CONSIDER APPROVAL OF AGREEMENT NO. 16-89 WITH NATIONAL TESTING NETWORK, INC., FOR FIRE FIGHTER TESTING AND RECRUITMENT SERVICES	DATE: September 19, 2016 SECTION: AGREEMENTS ITEM NO.: 4 FILE I.D.: PER825 DEPT.: ADMIN. SVCS.
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REASON FOR CONSIDERATION: The City Council is requested to consider approval of proposed Agreement No. 16-89 with National Testing Network, Inc. (NTN) for Fire Fighter testing and recruitment services, a copy of which is attached for the City Council's review and consideration.

BACKGROUND: The Personnel Division of the Administrative Services Department conducts employment recruitments for the City's fire services personnel. These recruitments consist of posting job advertisement, reviewing job applications for conformance with minimum and desirable qualifications, coordinating the testing and interview process, and establishing the employment eligibility list.

National Testing Network, Inc. (NTN) provides professional testing and recruitment services for public safety departments, including but not limited to fire, law enforcement, communications and corrections. NTN services go far beyond the current state of testing through the use of national testing facilities, high attention to customer service, experience and expertise in all issues surrounding public safety employment testing, high quality simulations, and a fully integrated process that provides candidate information to the member agency. In addition, NTN offers full-time testing centers and satellite testing centers across the county which includes one located in Ontario, California. The City of Montclair has been using NTN for the recruitment of law enforcement personnel since May 2014 (Agreement No. 14-32).

Utilizing the testing and recruitment services by NTN will not only enhance the City's ability to locate qualified applicants for our Fire Fighter positions, it is anticipated to provide a cost savings over the current testing and recruitment process.

FISCAL IMPACT: The annual membership cost to utilize NTN's applicant Fire Fighter testing and recruitment services is \$500.00 per year. Funds to cover the cost of this service are included in the Personnel/Risk Management section of the Administrative Services Department Fiscal Year 2016-17 Budget.

RECOMMENDATION: Staff recommends the City Council approve Agreement No. 16-89 with National Testing Network, Inc. for Fire Fighter testing and recruitment services.

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

NTN Signup for City of Montclair

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

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

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

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

NTN WILL PROVIDE

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

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

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



MEMBER WILL PROVIDE

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

MARKETING MATERIALS

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

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

<hr/> Signature Lisa G. Shannon <hr/> Primary Contact Name <i>(Please print)</i> Personnel Services Coordinator <hr/> Title August 30, 2016 <hr/> Date Lshannon@cityofmontclair.org <hr/> Email (909) 625-9407 <hr/> Phone	City of Montclair <hr/> Agency Name 5111 Benito Street <hr/> Physical Address Montclair <hr/> City CA <hr/> State 91763 <hr/> Zip Code
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Other Authorized Contacts

Please list anyone who is authorized to receive materials, scores or discuss scores with NTN.

Gary Charleston <hr/> Authorized Contact Name <i>(Please print)</i> Human Resources Manager <hr/> Title Gcharleston@cityofmontclair.org <hr/> Email (909) 625-9406 <hr/> Phone	Steven Jackson <hr/> Authorized Contact Name <i>(Please print)</i> Deputy Fire Chief <hr/> Title Sjackson@cityofmontclair.org <hr/> Email (909)447-3544 <hr/> Phone
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Date: _____

Signature: _____
 Mayor Paul M. Eaton

Date: _____

Signature: _____
 Deputy City Clerk Andrea Phillips



AGENDA REPORT

SUBJECT: CONSIDER APPROVAL OF AGREEMENT
NO. 16-90 RATIFYING THE TERMS AND
CONDITIONS OF EMPLOYMENT BETWEEN
THE CITY OF MONTCLAIR AND MANAGEMENT
EMPLOYEES

DATE: September 19, 2016

SECTION: AGREEMENTS

ITEM NO.: 5

FILE I.D.: MAN500

DEPT.: ADMIN. SVCS.

REASON FOR CONSIDERATION: The City Council is requested to consider approval of Agreement No. 16-90 ratifying the terms and conditions of employment between the City of Montclair and management employees.

A copy of proposed Agreement No. 16-90 is included in the agenda packets for the City Council's review and consideration.

BACKGROUND: The City of Montclair and management employees have reached agreement on the provisions related to the terms and conditions of employment. Proposed Agreement No. 16-90 shall be effective upon date of ratification by the City Council for the period July 1, 2016, through June 30, 2017. After June 30, 2017, the existing terms, conditions, and provisions of the proposed Agreement shall remain in effect; and City and employees agree to abide by those terms, conditions, and provisions unless otherwise altered by the meet-and-confer process or unless otherwise indicated in the proposed Agreement.

Following is a summary of the changes in proposed Agreement No. 16-90 related to the terms and conditions of employment:

- Article 1: Change of Agreement number.
- Article 4: Addition of Code Enforcement Supervisor and Finance Supervisor classifications.
- Article 6 (Section 6.01): This change relates to a one-time stipend of \$3,000 provided to employees in management classifications.
- Article 7 (Section 7.01): The change relates to an increase in the benefit fund contribution for employees in management classification from \$1,025 to \$1,100 per month effective September 2016.
- Article 43: The change relates to the term of the Agreement.

FISCAL IMPACT: There is no fiscal impact associated with ratifying proposed Agreement No. 16-90 between the City of Montclair and management employees other than what has been included in the Fiscal Year 2016-17 Budget.

Prepared by: Gary E. Charlot Fiscal Impact
Finance Review: Donald L. Parker

Proofed by: Andrea M. Phillips Reviewed and
Approved By: [Signature]

RECOMMENDATION: Staff recommends the City Council approve Agreement No. 16-90 ratifying the terms and conditions of employment between the City of Montclair and management employees.

AGENDA REPORT

SUBJECT: CONSIDER APPROVAL OF AGREEMENT
NO. 16-91 RATIFYING THE TERMS AND
CONDITIONS OF EMPLOYMENT BETWEEN
THE CITY OF MONTCLAIR AND EXECUTIVE
MANAGEMENT EMPLOYEES

DATE: September 19, 2016

SECTION: AGREEMENTS

ITEM NO.: 6

FILE I.D.: EXM100

DEPT.: ADMIN. SVCS.

REASON FOR CONSIDERATION: The City Council is requested to consider approval of Agreement No. 16-91 ratifying the terms and conditions of employment between the City of Montclair and executive management employees.

A copy of proposed Agreement No. 16-91 is included in the agenda packets for the City Council's review and consideration.

BACKGROUND: The City of Montclair and executive management employees have reached agreement on the provisions related to the terms and conditions of employment. Proposed Agreement No. 16-91 shall be effective upon date of ratification by the City Council for the period July 1, 2016, through June 30, 2017. After June 30, 2017, the existing terms, conditions, and provisions of the proposed Agreement shall remain in effect; and City and employees agree to abide by those terms, conditions, and provisions unless otherwise altered by the meet-and-confer process or unless otherwise indicated in the proposed Agreement.

Following is a summary of the changes in proposed Agreement No. 16-91 related to the terms and conditions of employment:

- Article 1: Change of Agreement number.
- Article 6 (Section 6.01): This change relates to a one-time stipend of \$3,000 provided to employees in executive management classifications.
- Article 7 (Section 7.01): The change relates to an increase in the benefit fund contribution for employees in executive management classifications from \$1,025 to \$1,100 per month effective September 2016.
- Article 41: The change relates to the term of the Agreement.

FISCAL IMPACT: There is no fiscal impact associated with ratifying proposed Agreement No. 16-91 between the City of Montclair and executive management employees other than what has been included in the Fiscal Year 2016-17 Budget.

RECOMMENDATION: Staff recommends the City Council approve Agreement No. 16-91 ratifying the terms and conditions of employment between the City of Montclair and executive management employees.

Prepared by: Gary E. Charlton

Fiscal Impact
Finance Review: Donald L. Parker

Proofed by: Andrea M. Phillips

Reviewed and
Approved By: [Signature]

AGENDA REPORT

SUBJECT: CONSIDER ADOPTION OF RESOLUTION
NO. 16-3136 ADOPTING A FIVE-YEAR
CAPITAL PROJECT NEEDS ANALYSIS

DATE: September 19, 2016

SECTION: RESOLUTIONS

ITEM NO.: 1

FILE I.D.: TRN510

DEPT.: PUBLIC WORKS

REASON FOR CONSIDERATION: San Bernardino Associated Governments (SANBAG) requires each local jurisdiction to annually update its Five-Year Capital Project Needs Analysis. The City Council is requested to consider adopting Resolution No. 16-3136 adopting the document pursuant to SANBAG requirements.

BACKGROUND: Measure I 2010-2040, the countywide transportation sales tax program, requires that each local jurisdiction applying for revenue from the Valley Major Street and Freeway Interchange Programs annually adopt and update a Five-Year Capital Project Needs Analysis (CPNA). The CPNA differs from the Measure I Capital Improvement Program in that the CPNA contains only projects that are included in SANBAG's Nexus program. Nexus projects typically include freeway interchange projects, arterial projects, and grade separation projects. Project funding also includes contributions from developers through the development impact fee program.

CPNA projects that could potentially make use of Valley Major Street and Freeway Interchange Program funds include the reconstruction of the Monte Vista Avenue/I-10 Freeway Interchange Project and the Monte Vista Avenue/Union Pacific Grade Separation Project.

FISCAL IMPACT: There is no immediate fiscal impact to the City with the adoption of Resolution No. 16-3136. The CPNA, as its name implies, is a needs analysis allowing SANBAG to prioritize transportation improvement needs throughout the County. Having projects listed in the CPNA is no guarantee that funds would be made available when needed, but failure to have a project listed would further delay funding until the project was listed. It is anticipated that funding would be available for the Monte Vista Avenue/I-10 Interchange Reconstruction Project over the next three to four fiscal years.

RECOMMENDATION: Staff recommends the City Council adopt Resolution No. 16-3136 adopting a Five-Year Capital Project Needs Analysis.

Prepared by:



Fiscal Impact
Finance Review:



Proofed by:



Reviewed and
Approved By:



RESOLUTION NO. 16-3136

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MONTCLAIR ADOPTING THE MEASURE I FIVE-YEAR CAPITAL PROJECTS NEEDS ANALYSIS FOR FISCAL YEARS 2017-18 THROUGH 2021-22

WHEREAS, San Bernardino County voters approved passage of Measure I in November 2004 authorizing the San Bernardino County Transportation Authority to impose a one-half of one percent retail transactions and use tax applicable in the incorporated and unincorporated territory of the County of San Bernardino, and

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

WHEREAS, the Strategic Plan requires each local jurisdiction applying for revenue from the Valley Major Street and Freeway Interchange Programs to annually adopt and update a Five-Year Capital Project Needs Analysis.

NOW THEREFORE BE IT RESOLVED that the City Council of the City of Montclair hereby adopts the Measure I Five-Year Capital Project Needs Analysis for Fiscal Years 2017-18 through 2021-22 attached to this resolution as Exhibit A.

APPROVED AND ADOPTED this XX day of XX 2016.

Mayor

ATTEST:

Deputy City Clerk

I, Andrea M. Phillips, Deputy City Clerk of the City of Montclair, DO HEREBY CERTIFY that Resolution No. 16-3136 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, 2016, 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

Capital Project Needs Analysis

Agency: Montclair
 Program: NA
 Project Name: Monte Vista Avenue (Montclair) at the UPRR Crossing
 Agency Project Name:
 Agency reported Total Project Cost:

(Actual Fiscal Year 2016/2017 dollars - SANBAG will apply escalation factors, by year)

Public Share: 81.10% | Dev. Share: 18.90%

	Funding	Prior	FY 17/18	FY 18/19	FY 19/20	FY 20/21	FY 21/22	Future	Total
Nexus Total Project Cost (All phases): 31,460,000	PA&ED								
	MI MAJ ST	38,000	0	0	0	0	0	0	38,000
	DEV FEE	38,000	0	0	0	0	0	0	38,000
	MI LOCAL STREET	375,000	0	0	0	0	0	0	375,000
	Total	38,000	0	0	0	0	0	0	451,000
Total Presented Funding (FY 17/18 -21/22): 22,000,000	PS&E								
	TCRP	1,025,000	0	0	0	0	0	0	1,025,000
	MI LOCAL STREET	475,000	0	0	0	0	0	0	475,000
	DEMO	1,600,000	0	0	0	0	0	0	1,600,000
	Total	1,025,000	0	0	0	0	0	0	3,100,000
Total Measure I Request (FY 17/18 -21/22): 1,000,000	ROW								
	TCRP	8,458,000	0	0	0	0	0	0	8,458,000
	Other	2,500,000	0	0	0	0	0	0	2,500,000
	Total	8,458,000	0	0	0	0	0	0	10,958,000
CONST	PUC	0	5,000,000	0	0	0	0	0	5,000,000
	RXR	0	1,000,000	0	0	0	0	0	1,000,000
	MI LOCAL STREET	0	1,000,000	0	0	0	0	0	1,000,000
	Other	0	15,000,000	0	0	0	0	0	15,000,000
	Total	0	22,000,000	0	0	0	0	0	22,000,000
Total		14,509,000	22,000,000	0	0	0	0	0	36,509,000

*Prior should identify any expenses incurred in prior years that have not yet been reimbursed by SANBAG including FY 15/16 expenses.

Reference: Measure I Policy 40006

EXHIBIT A

Capital Project Needs Analysis

Agency: Montclair
 Program: Valley Arterial Sub-Program
 Project Name: Widen San Bernardino St from LA County Line to Benson Ave from 4 to 6 lanes
 Agency/Project Name:
 Agency reported Total Project Cost:

(Actual Fiscal Year 2016/2017 dollars - SANBAG will apply escalation factors, by year)

Public Share: 81.10% | Dev. Share: 18.90%

	Funding	Prior	FY 17/18	FY 18/19	FY 19/20	FY 20/21	FY 21/22	Future	Total
Nexus Total Project Cost (All phases):	5,000,000	0	0	0	0	0	0	250,000	250,000
Total Presented Funding (FY 17/18 -21/22):	0	0	0	0	0	0	0	500,000	500,000
Total Measure I Request (FY 17/18 -21/22):	0	0	0	0	0	0	0	0	0
	CONST	0	0	0	0	0	0	4,250,000	4,250,000
	Total	0	0	0	0	0	0	4,250,000	4,250,000
	Total	0	0	0	0	0	0	5,000,000	5,000,000

*Prior should identify any expenses incurred in prior years that have not yet been reimbursed by SANBAG including FY 15/16 expenses.

Project Comments: Project Comments
 Last Update: 9/1/2016 10:15:43 AM

Reference: Measure I Policy 40006

EXHIBIT A

Capital Project Needs Analysis

Agency: Montclair
 Program: Valley Freeway Interchange Program
 Project Name: I-10 & Monte Vista Ave
 Agency Project Name:
 Agency reported Total Project Cost:

(Actual Fiscal Year 2016/2017 dollars - SANBAG will apply escalation factors, by year)

Public Share: 81.10% | Dev. Share: 18.90%

	Funding	Prior	FY 17/18	FY 18/19	FY 19/20	FY 20/21	FY 21/22	Future	Total
Nexus Total Project Cost (All phases): 5,670,000	PA&ED								
	DEV FEE	0	237,048	0	0	0	0	0	237,048
	MI VFI	0	746,552	0	0	0	0	0	746,552
	Total	0	983,600	0	0	0	0	0	983,600
Total Presented Funding (FY 17/18 -21/22): 3,483,600	PS&E	0	0	500,000	0	0	0	0	500,000
	DEV FEE	0	0	2,000,000	0	0	0	0	2,000,000
	MI VFI	0	0	2,500,000	0	0	0	0	2,500,000
	Total	0	0	2,500,000	0	0	0	0	2,500,000
Total Measure I Request (FY 17/18 -21/22): 2,746,552	ROW								
	Total								0
	CONST								
	Total	0	983,600	2,500,000	0	0	0	0	3,483,600

*Prior should identify any expenses incurred in prior years that have not yet been reimbursed by SANBAG including FY 15/16 expenses.

Project Comments: Project Comments
 Last Update: 9/1/2016 10:52:19 AM

Reference: Measure I Policy 40006

EXHIBIT A

Capital Project Needs Analysis

Agency: Montclair
 Program: Valley Arterial Sub-Program
 Project Name: Widen Monte Vista Ave from San Bernardino St to Arrow Hwy from 4 to 6 lanes
 Agency Project Name:
 Agency reported Total Project Cost:

(Actual Fiscal Year 2016/2017 dollars - SANBAG will apply escalation factors, by year)

Public Share: 81.10% | Dev. Share: 18.90%

	Funding	Prior	FY 17/18	FY 18/19	FY 19/20	FY 20/21	FY 21/22	Future	Total
Total Project Cost (All phases): 5,000,000	PA&ED								
	MI MAJ ST	0	0	0	0	0	0	250,000	250,000
	Total	0	0	0	0	0	0	250,000	250,000
Total Presented Funding (FY 17/18 -21/22): 0	PS&E								
	MI MAJ ST	0	0	0	0	0	0	500,000	500,000
	Total	0	0	0	0	0	0	500,000	500,000
Total Measure I Request (FY 17/18 -21/22): 0	ROW								
	MI MAJ ST	0	0	0	0	0	0	1,000,000	1,000,000
	Total	0	0	0	0	0	0	1,000,000	1,000,000
CONST	MI MAJ ST	0	0	0	0	0	0	3,250,000	3,250,000
	Total	0	0	0	0	0	0	3,250,000	3,250,000
Total		0	0	0	0	0	0	5,000,000	5,000,000

*Prior should identify any expenses incurred in prior years that have not yet been reimbursed by SANBAG including FY 15/16 expenses.

Project Comments: Project Comments
 Last Update: 9/1/2016 11:00:50 AM

Reference: Measure I Policy 40005

**MINUTES OF THE CITY OF MONTCLAIR REAL
ESTATE COMMITTEE SPECIAL MEETING HELD
ON MONDAY, SEPTEMBER 6, 2016 AT 6:22 P.M.
IN THE CITY HALL CONFERENCE ROOM, 5111
BENITO STREET, MONTCLAIR, CALIFORNIA**

I. CALL TO ORDER

Council Member Dutrey called the meeting to order at 6:22 p.m.

II. ROLL CALL

Present: Council Member Dutrey (Chair); Mayor Pro Tem Raft (Alternate Committee Member); City Manager Starr; Deputy City Manager/Economic and Community Development Executive Director Staats; Assistant Director of Housing/Planning Manager Caldwell; City Planner/Planning Manager Diaz; Associate Planner Gutierrez; Public Works Director Hudson; City Attorney Robbins; Deputy City Clerk Phillips

III. APPROVAL OF MINUTES

Minutes of the Real Estate Committee of June 20, 2016, were approved.

IV. PUBLIC COMMENT — None

V. DISCUSSION ITEMS

A. DEVELOPMENT PROPOSALS — PROJECTS NOT OFFICIALLY SUBMITTED FOR FORMAL CITY REVIEW:

1. Northeast Corner of Ramona Avenue and Dale Street — Site plan and elevations as part of a Precise Plan of Design for a proposed concrete tilt-up warehouse/industrial facility — Bill Fox

The Committee reviewed the proposed site plan and architectural elevations for a proposed concrete tilt-up warehouse/industrial facility and recommended approval.

2. Northeast Corner of Monte Vista Avenue and Holt Boulevard — 4910 Holt Boulevard — Site plan and elevations for demolition and construction of a new AM/PM convenience store with quick serve take-out (no alcohol sales), new ARCO gas station, and car wash tunnel — Maronix, Inc.

The Committee reviewed the proposed site plan and elevations for demolition and construction of a new AM/PM convenience store with

quick serve take-out (no alcohol sales), new ARCO gas station, and car wash tunnel, and recommended approval.

B. CONSIDER ZONE CHANGE/GENERAL PLAN AMENDMENT FOR PROPERTIES LOCATED AT 4168, 4144, AND 4122 HOLT BOULEVARD

Ms. Debra Dorst-Porada, Ontario resident, stated her father owns property in the City of Montclair, and over a decade ago sold one of his parcels for residential development so it could be incorporated into a townhome project. At that time, the City re-zoned that area to a residential designation as part of the Holt Boulevard Specific Plan. She requested the Real Estate Committee investigate the possibility of re-zoning the area of her father's property back to commercial so that he may sell the site as commercial land. A petition from the surrounding property owners was submitted requesting the change of land use designation.

The Committee discussed **Ms. Dorst-Porada's** request and determined that due to a lack of continued residential development in that area, it would be pragmatic to request the City Council to initiate a zone change to a commercial designation.

C. OTHER ITEMS — None

VII. ADJOURNMENT

At 6:37 p.m., Council Member Dutrey adjourned the Real Estate Committee.

Submitted for Real Estate Committee approval,



Andrea Phillips, Deputy City Clerk

**MINUTES OF THE MEETING OF THE MONTCLAIR
PERSONNEL COMMITTEE HELD ON TUESDAY,
SEPTEMBER 6, 2016, AT 6:42 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 6:42 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 August 15, 2016.

Moved by City Manager Starr, seconded by Mayor Pro Tem Raft, and carried unanimously to approve the minutes of the Personnel Committee meeting of August 15, 2016.

IV. PUBLIC COMMENT - None

V. CLOSED SESSION

At 6:43 p.m., the Personnel Committee went into Closed Session regarding personnel matters related to appointments, resignations/terminations, and evaluations of employee performance.

At 6:55 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 6:55 p.m., Mayor Pro Tem Raft adjourned the Personnel Committee.

Submitted for Personnel Committee approval,



Edward C. Starr
City Manager