

**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

October 3, 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. Introduction of New Employee

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

Page No.

- A. First Reading — Consider Ordinance No. 16-957 Amending Sections 11.02.010 and 11.72.370 of the Montclair Municipal Code Related to Electronic Message Center Signs and Setting a Public Hearing for Second Reading and Adoption of Ordinance No. 16-957 on Monday, October 17, 2016, at 7:00 p.m. in the City Council Chambers [CC] 4
- B. Second Reading — Consider Adoption of Ordinance No. 16-960 Amending Section 3.36.160 of the Montclair Municipal Code Related to Utility Users Tax Refunds [CC] 15

VIII. CONSENT CALENDAR

A. Approval of Minutes

1. Minutes of the Regular Joint Council/Successor Agency Board/MHC Board/MHA Commission/MCF Board Meeting of September 19, 2016 [CC/SA/ MHC/MHA/MCF]

B. Administrative Reports

1. Consider Setting a Public Hearing for Monday, October 17, 2016, at 7:00 p.m. in the City Council Chambers to Consider Approval of Tentative Tract Map No. 19713, a 23-Unit Medical Office Condominium Airspace Subdivision at 4950 San Bernardino Street [CC] 18
2. Consider Granting Southern California Gas Company a Non-Exclusive Easement for Gas Service Across City-Owned Property Located at 10825 Monte Vista Avenue [CC] 19
3. Consider Approval of the Human Services Department's Grant Fund Balance Carryover from Prior Fiscal Years [CC] 23
4. Consider Approving the Purchase of a Leightronix Ultranexus-HD Video Server and Two Sony HXR-NX5R HD Camcorders for Content Production for the Montclair Public Education and Governmental Access Channel [CC] 24
5. Consider Approval of Warrant Register and Payroll Documentation [CC] 26

C. Agreements

1. Consider Approval of Agreement No. 16-92 with Jack Yeh, Structural Engineer, to Provide Contract Services for Structural Building Plan Review [CC] 27
2. Consider Approval of Agreement No. 16-93 with Frick, Frick & Jetté Architects for Design Services for the City Hall Building Improvement Project Phase I [CC] 35
3. Consider Approval of Agreement No. 16-94, Amendment No. 1 to Agreement No. 16-33, a Consulting Agreement with Dudek Related to Preparation of an Environmental Impact Report for the First Amendment to the North Montclair Downtown Specific Plan [CC]

Consider Authorizing a \$52,500 Appropriation from Redevelopment Project Area No. III Tax Allocation Bonds to Finance the Costs Related to Agreement No. 16-94 [CC] 51
4. Consider Approval of Agreement No. 16-95 with David Evans and Associates, Inc., Amending Agreement No. 15-61 for Consultant Services and Preparation of a Sanitary Sewer Master Plan [CC]

Consider Authorizing a \$34,360 Appropriation from the Sanitary Sewer Replacement Fund [CC] 58

D. Resolutions

1. Consider Adoption of Resolution No. 16-3137 Authorizing Placement of Liens on Certain Properties for Delinquent Sewer and Trash Charges [CC] 62

IX. PULLED CONSENT CALENDAR ITEMS

X. RESPONSE — None

XI. COMMUNICATIONS

A. City Department Reports

1. Human Services — Upcoming Events

B. City Attorney

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

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

Agency: City of Montclair

Employee Management

Associations: Montclair City Confidential Employees Association
Montclair General Employees Association
Montclair Fire Fighters Association
Montclair Police Officers Association

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)* — None

XII. 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 and labor negotiations.)

XIII. CLOSED SESSION ANNOUNCEMENTS

XIV. 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 17, 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 29, 2016.

AGENDA REPORT

SUBJECT: FIRST READING — CONSIDER ORDINANCE NO. 16-957 AMENDING SECTIONS 11.02.010 AND 11.72.370 OF THE MONTCLAIR MUNICIPAL CODE RELATED TO ELECTRONIC MESSAGE CENTER SIGNS AND SETTING A PUBLIC HEARING FOR SECOND READING AND ADOPTION OF ORDINANCE NO. 16-957 ON MONDAY, OCTOBER 17, 2016, AT 7:00 P.M. IN THE CITY COUNCIL CHAMBERS	DATE: October 3, 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.

A copy of proposed Ordinance No. 16-957 is attached for the City Council’s review and consideration.

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.

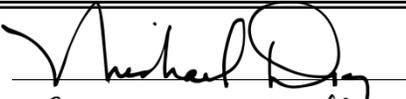
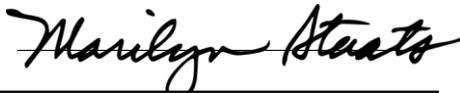
On August 8, 2016, the Montclair Planning Commission approved a revised code amendment proposal for an ordinance that would update the current code provisions related to the use of Electronic Message Centers (EMCs) within the City. Proposed Ordinance No. 16-957 would allow more uses of and/or more businesses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

Current Code

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;
 - 2. It shall be located a minimum 1200 feet from another existing or planned electronic message board sign, unless the Planning Commission makes a

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

- 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 adopt Ordinance No. 16-957.

RECOMMENDATION: Staff recommends the City Council conduct 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 and set a public hearing for second reading and adoption of Ordinance No. 16-957 on Monday, October 17, 2016, at 7:00 p.m. in the City Council Chambers.

ORDINANCE NO. 16-957

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MONTCLAIR AMENDING SECTIONS 11.02.010 AND 11.72.370 OF THE MONTCLAIR MUNICIPAL CODE RELATED TO ELECTRONIC MESSAGE CENTER SIGNS

WHEREAS, California Government Code Section 65800 et seq. authorizes the adoption and administration of zoning laws, ordinances, rules and regulations by cities as a means of implementing the General Plan; and

WHEREAS, Section 11.72.370 of Chapter 11.72 of the Montclair Municipal Code (MMC) sets forth regulations for the use of “electronic message board signs” in the City; and

WHEREAS, the City’s zoning code currently restricts the use of Electronic Message Board Signs to uses or businesses occupying a minimum 20 acres in land area and other criteria set forth in Section 11.72.370 of the Montclair Municipal Code; and

WHEREAS, it is determined to be in the best interest of the City and its residents to amend Section 11.72.370 of Chapter 11.72 of the Montclair Municipal Code to allow the use of electronic message board signs in other locations; and

WHEREAS, the proposed code amendment adds the new term “Electronic Message Centers (EMCs)” and defines them as “programmable digital signs or message boards that utilize computer-generated messages, text and/or images, or some other electronic means of changing copy;” and

WHEREAS, the proposed code amendment also includes new locational criteria, design standards, and operational measures, which are aimed at controlling the undesirable effects of EMCs; and

WHEREAS, the proposed code amendment requires the approval of a Conditional Use Permit (CUP) prior to the installation of any Electronic Message Center within the City. The Conditional Use Permit process and conditions of approval will ensure compatibility with surrounding uses in the same zoning district; and

WHEREAS, on August 8, 2016, commencing at 7:00 p.m. in the Council Chambers at Montclair City Hall, the Planning Commission conducted a duly noticed public hearing at which time all persons wishing to testify in connection with said code amendment were heard, and said code amendment was fully studied; and

WHEREAS, on August 8, 2016, the Planning Commission unanimously recommended that the City Council approve the proposed code amendment; and

WHEREAS, on September 19, 2016, **XX XX, 2016**, and **XX XX, 2016**, the City Council held duly noticed public hearings on this Ordinance, at which time it considered all evidence presented, both written and oral; and

WHEREAS, the proposed amendment to the Municipal Code is consistent with the City’s General Plan and each element thereof, which seek to guide and direct the orderly development of the City; and

WHEREAS, the proposed amendment will not adversely affect the public health, safety, or welfare in that it will provide for orderly and consistent development in the City; and

WHEREAS, the City Council finds that the proposed Ordinance is consistent with the General Plan’s goals and policies to protect and enhance community character and appearance; and

WHEREAS, the City Council finds that this Ordinance is categorically exempt from the requirements of the California Environmental Quality Act (CEQA) pursuant to Sections 15305 and 15311 of the State CEQA Guidelines. The proposed code amendment does not approve any construction activities but, instead, establishes standards, permit requirements, and other measures that regulate the locations and number of EMCs within the community; and

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

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

SECTION I. Chapter 11.02.010. (Definitions) of Title 11 (“Zoning and Development”) of the Montclair Municipal Code, “Signs” Definition No. 16 (“Electronic Message Display”) is hereby repealed and replaced with the following new term and definition:

“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.”

SECTION II. Chapter 11.72.370 (“Electronic Message Board Sign”) of Title 11 (“Zoning and Development”) of the Montclair Municipal Code is hereby repealed and replaced in its entirety as follows:

Chapter 11.72.370

ELECTRONIC MESSAGE CENTER SIGNS

11.72.370 Electronic Message Center Displays.

Electronic Message Centers (EMCs) are programmable digital signs or message boards that utilize computer-generated messages, text and/or images, or some other means of changing copy. EMCs shall be allowed in specific locations and subject to the criteria set forth in this Section, subject to approval of a Conditional Use Permit (CUP) by the Planning Commission. The criteria in this Section shall be for freestanding EMCs. Building- and wall-mounted EMCs are prohibited.

A. Locational Criteria

EMCs shall be permitted on developed parcels within the City with a legally established land use and/or business, subject to the following locational criteria:

1. Non-Freeway-Oriented Signs. Non-Freeway-Oriented EMCs are subject to the following restrictions:

a. Shall be located on parcels having a minimum of 200 feet of lineal frontage on any of the following public arterial streets: Holt Boulevard, Mission Boulevard, Central Avenue, and Monte Vista Avenue; and

b. Shall be located on a parcel or adjoining parcels under common use and/or ownership cumulatively totaling a minimum of three (3) acres. If a parcel, or adjoining parcels, is being leased, the lease must have a minimum of five (5) or more years remaining on the term of the lease, calculated from the date a complete application is received by the City, and as evidenced by a copy of an executed lease agreement; and

c. Shall not be located within 200 lineal feet of any other permitted EMC, or within 50 lineal feet of any existing freestanding identification (monument) sign located on a separate parcel which is not associated with the subject site.

2. Freeway-Oriented Signs. Freeway-Oriented EMCs are subject to the following restrictions:

a. Shall be located on parcels, commercial businesses, regional centers, auto centers, or contiguous shopping centers occupying a minimum of seven (7) acres with a minimum of 700 lineal feet of continuous frontage along the Interstate 10 right-of-way; and

b. Shall be located on a parcel or adjoining parcels under common use and/or ownership cumulatively totaling a minimum of three (3) acres. If a parcel, or adjoining parcels, is being leased, the lease must have a minimum of five (5) or more years remaining on the term of the lease, calculated from the date a complete application is received by the City, and as evidenced by a copy of an executed lease agreement; and

c. Shall not be located within 1,200 lineal feet of any other permitted EMC ; and

d. Shall be located within 50 feet of the freeway right-of-way line of Interstate 10.

3. EMCs On City-Owned Property.

The City may construct and maintain civic signs for community entrance, identification, direction, and information, which are located on City-owned property or off premises in the public right-of-way, including but not limited to electronic, digital, programmable, and/or illuminated signs.

B. EMC Structure Height and Display Size Limits.

1. Non-Freeway-Oriented EMCs shall be subject to the following maximum dimensions/limits:

- a. Maximum height: 14'-0" above adjacent finished grade or adjacent sidewalk elevation.
- b. Maximum area of EMC display: 60 square feet.

2. Freeway-Oriented EMCs shall be subject to the following maximum dimensions/limits:

- a. Maximum height: 65'-0" above adjacent finished grade for the structure to which an EMC is attached. In addition, the top of the EMC display screen shall be a maximum of 50'-0" above adjacent finished grade to ensure safe readability to motorists on Interstate 10.
- b. Maximum area of EMC display: 260 square feet.

The height and EMC display size limits are summarized in the following table:

EMC Structure Height and Display Size Limits			
<i>Location/Type</i>	<i>Number of EMCs</i>	<i>EMC Display</i>	<i>Structure Height*</i>
<u>Non-Freeway-Oriented</u>	1	60 s.f. max.	14'-0" max
<u>Freeway-Oriented</u>	1	260 s.f. max.	65'-0" max
*Measured from adjacent finished grade or adjacent finished sidewalk or roadway.			

C. Illumination and Display Requirements

1. Maximum Illumination. No EMC sign display shall exceed a maximum illumination level of 0.3 foot-candles (fc) above ambient light level when measured at the recommended distance, based on the EMC size. All signs shall be equipped with an automatic dimmer control or other mechanism that automatically controls the sign's brightness to continually comply with this requirement. If brightness levels exceed the above standard, an adjustment shall be made within one (1) business day upon Notice of Non-Compliance from the City, or the sign shall be immediately turned off until the adjustment is completed.

- a. Pixel Pitch (resolution). All EMC display components shall be full color with a minimum pitch resolution of 20 millimeter spacing or better.
- b. Pixel Calibration. Pixel-to-pixel, module-to-module pixel calibration.

2. Measurement Criteria. The illuminance of an EMC shall be measured with an illuminance meter set to measure foot-candles accurate to at least two (2) decimals. Illuminance shall be measured with the EMC off, and again with the EMC displaying a white image. Measurements shall be taken after sunset with the site fully illuminated by installed site lighting. All measurements shall be taken perpendicular to the face of the EMC at the distance determined by the total area of the EMC display as set forth in the table below:

<i>EMC sign area (square feet)</i>	<i>Distance (feet)</i>	<i>EMC sign area (square feet)</i>	<i>Distance (feet)</i>	<i>EMC sign area (square feet)</i>	<i>Distance (feet)</i>
10	32	65	81	140	118
15	39	70	84	150	122
20	45	75	87	160	126
25	50	80	89	170	130
30	55	85	92	180	134
35	59	90	95	190	138
40	63	95	97	200	141
45	67	100	100	220	148
50	71	110	105	240	155
55	74	120	110	260	161
60	77	130	114	---	---

a. **Illumination Limits.** The difference between the “off” and “solid white” image measurements using the EMC measurement criteria shall not exceed 0.3 foot-candles on either side of the sign. If the measurement of illumination levels on each side of the sign is different, the side of the sign facing residentially-zoned properties shall take precedent.

b. **Dimming Capabilities.** All EMC displays shall be equipped with a sensor or other device that automatically determines the ambient illumination and is programmed to automatically dim the EMC display according to ambient light conditions, or that can be continuously adjusted to comply with the 0.3 foot-candle measurements.

c. **Initial Certification.** At least one week prior to initial operation of the EMC, the applicant shall submit written documentation from the manufacturer of the sign to certify to the City that the EMC is properly equipped with an automatic dimmer control or other mechanism that automatically controls the sign’s brightness to continually comply with the brightness levels specified in this ordinance.

D. Architectural and Siting Standards.

All EMCs shall be subject to the following standards:

1. **Design.** The EMC shall be designed to complement the design of the primary building on the property, including colors and materials. The design of the EMC shall include the following elements:

- a. A full/solid base structure (with no exposed poles or supports) extending the full width of the EMC; and
- b. A display screen framed by no less than six (6) inches on all sides; and
- c. A minimum clearance of four feet (4’-0”) between the bottom edge of the display screen and adjacent finished grade.
- d. Except for the name of the center or the primary business, no other individual sign faces of other businesses or entities shall be attached to the EMC structure.

2. **City Identification Required.** Freeway-Oriented EMCs shall incorporate and identify the “City of Montclair” as a permanent element in the overall design of the structure supporting the EMC display.

3. **Street Address Required.** Non-Freeway-Oriented EMCs shall display the numerical street address of the property/business in a location on the support structure. Numerical characters shall be individual, internally or halo-illuminated characters attached to, or routed into, the base and no less than eight inches (8”) in height. Numerals shall be permanently affixed to or displayed on the support structure a minimum of 24 inches above finished grade.

4. **Setbacks.** EMCs located on private property shall observe the following setback requirements:

- a. A minimum of five feet (5’-0”) from the adjacent public right-of-way or private street sidewalk. Where no sidewalk exists, no portion of the EMC display or associated support structure shall be closer than ten feet (10’-0”) from the adjacent curb face; and
- b. A minimum of ten (10’-0”) from side property line of adjacent property; and

- c. A minimum of 25 lineal feet away from any vehicular driveway; and
- d. A minimum of 10 lineal feet away from any pedestrian path-of-travel from the public sidewalk to any building on the subject property or adjacent property.

5. Line of Sight. All EMCs shall be sited on the subject parcel in a location offering optimal visibility to motorists and shall not be located in such a manner to obstruct the sight lines of motorists or pedestrians entering or leaving the subject property or adjacent properties. Further, EMCs located at an intersection shall be sited outside of the required corner cut-off area as set forth in Chapter 11.38 of this Title.

6. EMC Display Orientation. EMCs may be single-faced or double-faced. Double-faced EMCs shall be oriented perpendicular to Interstate 10 or the street to which they are adjacent, or, if located at an intersection of two streets, shall be oriented diagonally (perpendicular to the adjacent radius of the intersection) so as to be easily visible to motorists on the street segments adjacent to the property. Single-faced EMCs may only be installed at an intersection of two streets or at the end of a cul-de-sac. Single-faced EMCs at an intersection shall be oriented diagonally (generally parallel with the adjacent radius of the intersection) so as to be easily visible to motorists on the street segments distant from the property and so that the back side of the sign is not directly visible to a public right-of-way.

7. Landscaping. EMCs shall be placed within a landscaped area to provide sufficient protection from unintentional damage by vehicles on the property. Landscape material shall not obstruct the EMC display, business identification sign, and/or numerical address at the time of landscape installation or at maturity. It is further recommended that non-living landscape materials, such as decomposed granite, gravel, mulch, or the like, be used in lieu of live plant materials for a distance extending 24 inches around the base of the monument structure.

8. Durability. All EMC displays shall be silicone-sealed for adequate weather protection, shall have integral protective louvers (injection molded or aluminum) to ensure optimal daytime visibility and minimize vandalism, and carry a minimum five-year warranty from the manufacturer. Detailed plans demonstrating compliance with said construction standards and evidence of said warranty shall be submitted at the time of plan check prior to issuance of building permits.

9. Maximum Number. No more than one EMC shall be permitted per qualifying parcel, including parcels with multiple street frontages. Parcels with an EMC shall not be entitled to a monument sign on the same street frontage to identify the name(s) of the business(es) on the property. Any existing pylon or monument sign on a qualified site and on the same street frontage as a proposed EMC, which would be in conflict with the requirement of this Section, shall be required to be permanently removed as a condition of approval.

10. Compliance with Regulations. All EMCs shall comply with all regulations related to electronic displays imposed by federal and state agencies.

E. EMC Operational Standards.

1. Digital images shall contain static messages only. Scrolling or flashing messages are prohibited.

2. EMCs shall display each static message for a minimum of four (4) seconds.

3. The only permissible transitions between static messages shall be a “cut” (an instant change from one image to the next) or a “dissolve” or “crossfade” (gradual fade from one image to the next).

4. EMCs shall display a single message at any one time. Split screens shall not be permitted.

5. Hours of Operation. No restrictions on the hours of operation for approved Freeway oriented EMC displays. For Non-Freeway-Oriented signs, hours of operation shall be determined by the Planning Commission on a case by case basis depending on the size of the EMC, the proposed location, and proximity of the EMC to residential properties or other sensitive land uses.

6. Representatives of the Community Development Department shall have the right to inspect the EMC on a periodic basis to ensure that it is operating in compliance with this Section.

7. Subject to the property owner's consent, a noncommercial message of any type may be substituted for any duly permitted or allowed commercial message or any duly permitted or allowed noncommercial message, unless otherwise prohibited by law.

F. EMC Maintenance Standards.

1. Paint and other finishes on the EMC display and support structure shall be maintained in good condition. Damaged or substandard finishes shall be repaired within 14 days of notification by the City.

2. Mineral deposits and stains shall be removed on a regular basis. Vandalism, graffiti, or damaged surfaces shall be repaired immediately. All repairs shall demonstrate high quality workmanship (e.g., straight, level, plumb, square, etc., as the situation requires) and restore the exterior materials and finishes of the EMC or EMC structure to its original appearance, subject to approval of the Community Development Director.

3. The owner of the EMC shall maintain an ongoing written maintenance agreement with a qualified licensed sign maintenance contractor. The Community Development Department shall be provided documentation of such an agreement upon request.

G. Malfunction.

EMC signs shall be designed and equipped to immediately discontinue the display of images or text if sign malfunctions. If, at any time more than 25 percent of the digital display lights malfunction or are no longer working, the owner of an EMC shall turn off the display until repairs are made. The owner of an EMC sign shall provide to the City of Montclair, the name and number of a contact person that is on call at all times and who is able to turn off the digital sign promptly if a malfunction occurs.

H. Enforcement/Penalties.

Noncompliance with any of the provisions of this section or the conditions of approval of an EMC shall be grounds for revocation of any issued Conditional Use Permit as provided in Section 11.78.100A. Prior to initiating revocation proceedings, the City shall provide written notice of such violation(s) to the owner of the EMC and a reasonable timeframe, not to exceed 30 days from the date of written notice, to cure the noncompliant conditions.

Any person or entity violating or failing to comply with any of the requirements of this chapter shall be guilty of a violation pursuant to Chapter 1.12 of this Code.

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

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

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

APPROVED AND ADOPTED this XX day of XX, 2016.

ATTEST:

Mayor

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. 15-957 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. 16-960 AMENDING SECTION 3.36.160 OF THE MONTCLAIR MUNICIPAL CODE RELATED TO UTILITY USERS TAX REFUNDS	DATE: October 3, 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.

RECOMMENDATION: Staff recommends the City Council conduct the Second Reading and adopt Ordinance No. 16-960 amending Section 3.36.160 of the Montclair Municipal code related to utility users tax refunds.

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

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: CONSIDER SETTING A PUBLIC HEARING FOR MONDAY, OCTOBER 17, 2016, AT 7:00 P.M. IN THE CITY COUNCIL CHAMBERS TO CONSIDER APPROVAL OF TENTATIVE TRACT MAP NO. 19713, A 23-UNIT MEDICAL OFFICE CONDOMINIUM AIRSPACE SUBDIVISION AT 4950 SAN BERNARDINO STREET

DATE: October 3, 2016

SECTION: ADMIN. REPORTS

ITEM NO.: 1

FILE I.D.: CDV050/LDU600

DEPT.: COMMUNITY DEV.

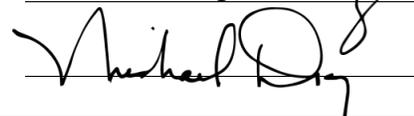
REASON FOR CONSIDERATION: Tentative tract maps require public hearing review and approval by the City Council.

BACKGROUND: Tentative Tract Map No. 19713 was reviewed by the Planning Commission on July 25, 2016 and granted tentative approval. The tentative map proposes to create 23 air space condominiums in the existing 28,126 square foot medical building which was built in the early 1970s. The proposed office condominiums would range in size from approximately 819 to 1,670 square feet. The new office condominiums would be governed by an owner's association and CC&Rs, and managed by a professional management company. The project does not propose to expand the size of the existing building, but the property owner is currently remodeling the interior and the exterior building façade in keeping with the building's modern architectural style. Site improvements included repair, slurry, and restriping of the parking lot, new trash enclosure, improved pedestrian access, new exterior lighting, and landscape/irrigation upgrade. The Planning Commission also reviewed and approved a required conditional use permit and a variance for the project.

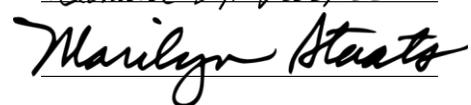
FISCAL IMPACT: There will be no fiscal impact to the City's General Fund as a result of the approval of the tentative tract map. The cost to publish a Notice of Public Hearing in the *Inland Valley Daily Bulletin* related to the proposed tract map should not exceed \$500.

RECOMMENDATION: Staff recommends the City Council set a public hearing for Monday, October 17, 2016, at 7:00 p.m. in the Council Chambers to consider approval of Tentative Tract Map No. 19173, 23-unit office condominium subdivision for the existing 28,128 square foot office building at 4950 San Bernardino Avenue.

Prepared by: 

Proofed by: 

Fiscal Impact Finance Review: 

Reviewed and Approved By: 

AGENDA REPORT

SUBJECT: CONSIDER GRANTING SOUTHERN CALIFORNIA GAS COMPANY A NON-EXCLUSIVE EASEMENT FOR GAS SERVICE ACROSS CITY-OWNED PROPERTY LOCATED AT 10825 MONTE VISTA AVENUE

DATE: October 3, 2016
SECTION: ADMIN. REPORTS
ITEM NO.: 2
FILE I.D.: LDA210
DEPT.: PUBLIC WORKS

REASON FOR CONSIDERATION: Southern California Gas Company has requested an easement across City-owned property. Conveyances of rights-of-way and easements on City property require City Council approval.

BACKGROUND: In anticipation of construction for the Monte Vista Avenue/Union Pacific Railroad Grade Separation Project, Southern California Gas Company has requested an easement for 10825 Monte Vista Avenue, Fire Station #2, in order to maintain access to the City Yard in the event that 10825 Monte Vista ever transfers title. While both the City Yard and Fire Station properties are owned by the City, they are separate parcels. As such, utility companies require easements to cross one property in order to serve another.

FISCAL IMPACT: There is no fiscal impact to the City in granting the easement described on the attached Grant of Easement document.

RECOMMENDATION: Staff recommends the City Council grant Southern California Gas Company a non-exclusive easement for gas service across City-owned property located at 10825 Monte Vista Avenue.

Prepared by:



Proofed by:



Fiscal Impact
Finance Review:



Reviewed and
Approved By:



Recording Requested by
Southern California Gas Company

When recorded mail to:

Southern California Gas Company
8101 Rosemead Blvd., SC722K
Pico Rivera, California 90660-5100
Attn.: Land & Right of Way

SPACE ABOVE FOR RECORDER'S USE

Leak	SBD 118-2	DOCUMENTARY TRANSFER TAX \$ 0 Section 11911 Consideration & Value
Survey Area #:	_____	
APN:	<u>1011-311-14-0000</u>	Less than \$100.00
CPD#:	<u>2040023619</u>	
R.W.	<u>263258</u>	Southern California Gas Company

GRANT OF EASEMENT

CITY OF MONTCLAIR, a municipal corporation, (Grantor), hereby grants to SOUTHERN CALIFORNIA GAS COMPANY, A CALIFORNIA CORPORATION, its successors and assigns to (GRANTEE), a non-exclusive easement to construct, maintain, operate, add to, extend, one or more pipelines, together with metering, and other appurtenances (all hereinafter referred to as the "Facilities") for the distribution of natural gas, with the reasonable right of ingress and egress to the Facilities located in the County of San Bernardino, in the State of California, within the following described boundaries:

MONTE VISTA TRACT WEST 285 FEET OF NORTH 100 FEET LOT 3 BLOCK 29 (0.58 AC MORE OR LESS.

A 10.00 foot strip of land, lying 5.00 feet on each side of the gas pipeline, as installed by Grantee, lying within said lot 3 block 29.

IN WITNESS WHEREOF, these presents are hereby signed this _____ day of _____, 20__.

GRANTOR(s): CITY OF MONTCLAIR, a municipal corporation

ATTEST:

Signature Paul M. Eaton

Name Mayor

Title

Signature Andrea M. Phillips

Name Deputy City Clerk

Title

AGENDA REPORT

SUBJECT: CONSIDER APPROVAL OF THE HUMAN SERVICES DEPARTMENT'S GRANT FUND BALANCE CARRYOVER FROM PRIOR FISCAL YEARS	DATE: October 3, 2016
	SECTION: ADMIN. REPORTS
	ITEM NO.: 3
	FILE I.D.: GRT125/FIN290
	DEPT.: HUMAN SVCS.

REASON FOR CONSIDERATION: The City Council is requested to consider approval of the Human Services Department's use of \$3,173.18 in grant funding left over from prior fiscal years.

BACKGROUND: In prior fiscal years, Kaiser Foundation Hospitals, Ontario, and the Inland Empire United Way have provided grant funding to the Human Services Department to be used toward various programs including Por La Vida, Health Promotion, and Case Management. As of June 30, 2016, there are fund balances in the amount of \$1,540.18 for Kaiser (Fund 1166) and \$14,633 for the United Way (Fund 1165). These amounts do not include and are in addition to grant funds awarded for Fiscal Year FY16/17 by these two organizations.

On August 1, 2016, City Council approved Agreement No. 16-72 with the YWCA San Gabriel Valley and Inland Communities to serve as a Resource Agency for the City of Montclair. Partial funding for that agreement in the amount of \$13,000 was specified to be grant funded and this action identifies the United Way (Fund 1165) as the source of that funding.

As other grant funds are being cut, City Council approval of this item would allow these leftover funds to be utilized to support critical ongoing Human Services Department program needs. The use of these funds will remain consistent with the intent, scope, and purpose for which these funds were originally granted.

FISCAL IMPACT: Since the authorization of \$13,000 for Agreement No. 16-72 was approved previously, the effect of approving this carryover is to authorize additional expenditures of \$3,173.18 in the Human Services Health Education and Family Education budgets.

RECOMMENDATION: Staff recommends the City Council approve the Human Services Department's grant fund balance carryover from prior fiscal years in the amount of \$3,173.18.

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

AGENDA REPORT

SUBJECT: CONSIDER APPROVING THE PURCHASE OF A LEIGHTRONIX ULTRANEXUS-HD VIDEO SERVER AND TWO SONY HXR-NX5R HD CAMCORDERS FOR CONTENT PRODUCTION FOR THE MONTCLAIR PUBLIC EDUCATION AND GOVERNMENTAL ACCESS CHANNEL	DATE: October 3, 2016 SECTION: ADMIN. REPORTS ITEM NO.: 4 FILE I.D.: COM050/EQS175 DEPT.: ADMIN. SVCS.
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REASON FOR CONSIDERATION: The City Council is requested to consider the purchase of Leightronix Ultranexus HD video server and two Sony HXR-NX5R HD camcorder to upgrade equipment critical for the production of videos and contents aired on the Montclair Public Education and Governmental Access (PEG) channel.

BACKGROUND: The City Of Montclair owns and operates its own Public Educational and Governmental Access Channel (PEG Channel). The channel is made available with the cooperation of the Telecommunication Provider to allow the City to administer its own content in the public interest for educational purposes, public safety issues, local news, and events. Today, the Montclair PEG Channel airs videos and content such as State of the City, City and community events, educational materials like Air Quality information from the Southern California Air Quality Management District, and Montclair School District informational videos. The Montclair PEG Channel also acts as a community bulletin board, providing essential community service by informing residents of school closings, health screenings, job postings, and City Council and other public meetings schedules.

The current hardware and software for broadcasting content on the Montclair PEG channel is over 10 years old, making it outdated and difficult to program. The Montclair PEG channel needs new equipment to enable the presentation and airing of High Definition (HD) videos and audio, high resolution pictures, and allow support for various digital formats.

Staff requests the purchase of a Leightronix Ultranexus-HD network managed HD/SD video system controller and digital video server along with two Sony HXR-NX5R full HD camcorders. The Leightronix video server combines high definition video with a familiar graphics scheduling program interface, offering an affordable solution for HD broadcasting. It also performs simultaneous Video Scaling on both HD and Composite Outputs. The Leightronix video server comes with an internal high performance 1 terabyte (TB) Solid State Drive (SSD) for fast performance and video processing power with a scalable RAID Storage up to 20 TB for video and media playback. One of the best features of the Leightronix is the capability to schedule playback of various different videos, presentations, and other digital contents at different hours and days.

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

This will greatly reduce the time it takes to produce the content that will be broadcast on the channel.

Another aspect of the hardware needed is the recording of videos for airing on the Montclair PEG Channel. Staff is requesting to purchase two Sony HXR camcorders. The Sony HXR camcorders will be used to record and capture City events, Official activities, and various meetings and departmental functions for playback. The Sony HXR camcorders boasts a record of 20 times zoom and also features 40 times magnification capability, making it the best in the market for pixel count. Unlike most professional camcorders that require connection to external media storage to enable transfer of files, the Sony HXR has a built-in Wi-Fi system. This feature will allow staff to upload the video contents to the media server instantly using wireless networks. The Sony HXR camcorder is a much needed professional tool to record videos in HD quality enhancing the qualities of videos that are broadcast on the City of Montclair PEG Channel.

Several vendors were contacted to provide quotes for the Leightronix Ultranexus-HD video server and the Sony HXR full HD camcorders. The following vendors submitted quotes:

<u>Vendor</u>	<u>Cost</u>
Technology Integration Group	\$20,511.12
VMI Broadcast and Professional Video	\$19,258.77
CDW-G	\$21,321.89

Based on the quotes provided above, Staff recommends purchasing the video equipment for the Montclair PEG channel broadcasting through VMI Broadcast and Professional Video.

FISCAL IMPACT: The total cost for the Leightronix UltraNexus HD video server and two Sony HXR-NX5R camcorder is \$19,258.77. Monies are available for the purchase of this equipment in the Public Education Fund and approval of this request would establish an appropriation within that fund under Account No. 1748-0000-52990-400-00000.

RECOMMENDATION: Staff recommends the City Council approve purchase of a Leightronix Ultranexus-HD video server and two Sony HXR-NX5R HD camcorders for content production for the Montclair Public Education and Governmental Access Channel.

AGENDA REPORT

SUBJECT: CONSIDER APPROVAL OF WARRANT REGISTER AND PAYROLL DOCUMENTATION **DATE:** October 3, 2016
SECTION: ADMIN. REPORTS
ITEM NO.: 5
FILE I.D.: FIN540
DEPT.: ADMIN. SVCS.

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

BACKGROUND: Mayor Pro Tem Raft has examined the Warrant Register dated October 3, 2016, and the Payroll Documentations dated September 18, 2016, and recommends their approval.

FISCAL IMPACT: The Warrant Register dated October 3, 2016, totals \$855,186.85; and the Payroll Documentation dated September 18, 2016, totals \$571,152.82 gross, with \$391,561.61 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 APPROVAL OF AGREEMENT NO. 16-92 WITH JACK YEH, STRUCTURAL ENGINEER, TO PROVIDE CONTRACT SERVICES FOR STRUCTURAL BUILDING PLAN REVIEW

DATE: October 3, 2016

SECTION: AGREEMENTS

ITEM NO.: 1

FILE I.D.: CDV115

DEPT.: COMMUNITY DEV.

REASON FOR CONSIDERATION: The City Council is requested to consider approving Agreement No. 16-92, a Professional Services Agreement for consultant services with Jack Yeh, S.E., for structural plan review for the Building Division.

A copy of proposed Agreement No. 16-92 is attached for the City Council's review and consideration.

BACKGROUND: Pursuant to Agreement No 16-92, the Professional Services Agreements section of the City's Purchasing Manual requires that an Agreement for Consultant Services shall be entered into for the services which are ongoing with a consultant. For the last three years, Jack Yeh, S.E., has agreed to perform structural plan review of building division plans on an as-needed basis and has submitted invoices for actual services performed. In order to correctly follow the City's in place procedures, an agreement has been formed to continue the structural plan review services with Jack Yeh, S.E.

FISCAL IMPACT: No fiscal impact to the general fund account will be incurred if Agreement No. 16-92 is approved. Approved fees for plan review are collected in advance for each plan submittal to cover the cost of in-house and structural (consultant) review. Each applicant of plans submitted to the City's Building Division pays for the cost of plan review in advance.

RECOMMENDATION: Staff recommends the City Council approve Agreement No. 16-92 with Jack Yeh, Structural Engineer, to provide contract services for structural building plan review.

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

CITY OF MONTCLAIR
AGREEMENT FOR CONSULTANT SERVICES
Structural Building Review

THIS AGREEMENT is made and effective as of October 3, 2016 between the City of Montclair, a municipal corporation ("City") and Jack Yeh, S.E. ("Consultant"). In consideration of the mutual covenants and conditions set forth herein, the parties agree as follows:

1. **TERM**

This Agreement shall commence on October 5, 2016 and shall remain and continue in effect until terminated pursuant to the provisions of this Agreement.

2. **SERVICES**

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

3. **PERFORMANCE**

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

4. **CITY MANAGEMENT**

City's City Manager shall represent City in all matters pertaining to the administration of this Agreement, review and approval of all products submitted by Consultant, but not including the authority to enlarge the Tasks to be performed or change the compensation due to Consultant. City's City Manager shall be authorized to act on City's behalf and to execute all necessary documents which enlarge the Tasks to be Performed or change Consultant's compensation, subject to Section 5 hereof.

5. **PAYMENT**

(a) The City agrees to pay Consultant monthly, in accordance with the payment rates and terms and the schedule of payment as set forth in Exhibit B, attached hereto and incorporated herein by this reference as though set forth in full, based upon actual time spent on the above tasks.

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

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

6. SUSPENSION OR TERMINATION OF AGREEMENT WITHOUT CAUSE

(a) Either party may at any time, for any reason, with or without cause, suspend or terminate this Agreement, or any portion hereof, by serving upon the other party at least thirty (30) days prior written notice. Upon receipt of said notice, the Consultant shall immediately cease all work under this Agreement, unless the notice provides otherwise. If the City suspends or terminates a portion of this Agreement, such suspension or termination shall not make void or invalidate the remainder of this Agreement.

(b) In the event this Agreement is terminated pursuant to this Section, the City shall pay to Consultant on a pro-rata basis the actual value of the work performed up to the time of termination, provided that the work performed is of value to the City. Upon termination of the Agreement pursuant to this Section, the Consultant will submit an invoice to the City pursuant to Section 5(c).

7. DEFAULT OF CONSULTANT

(a) The Consultant's failure to comply with the provisions of this Agreement shall constitute a default. In the event that Consultant is in default for cause under the terms of this Agreement, City shall have no obligation or duty to continue compensating Consultant for any work performed after the date of default and can terminate this Agreement immediately by written notice to the Consultant. If such failure by the Consultant to make progress in the performance of work hereunder arises out of causes beyond the Consultant's control, and without fault or negligence of the Consultant, it shall not be considered a default.

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

8. OWNERSHIP OF DOCUMENTS

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

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

9. Reserved

10. Reserved.

11. INDEPENDENT CONTRACTOR

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

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

12. LEGAL RESPONSIBILITIES

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

13. UNDUE INFLUENCE

Consultant declares and warrants that no undue influence or pressure is used against or in concert with any officer or employee of the City of Montclair in connection with the award, terms or implementation of this Agreement, including any method of coercion, confidential financial arrangement, or financial inducement. No officer or employee of the City of Montclair will receive compensation, directly or indirectly, from Consultant, or from any officer, employee or agent of Consultant, in connection with the award of this Agreement or any work to be conducted as a result of this Agreement. Violation of this Section shall be a material breach of this Agreement entitling the City to any and all remedies at law or in equity.

14. NO BENEFIT TO ARISE TO LOCAL EMPLOYEES

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

15. RELEASE OF INFORMATION/CONFLICTS OF INTEREST

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

(b) Consultant shall promptly notify City should Consultant, its officers, employees, agents or subconsultants be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, requests for admissions, or other discovery request, court order, or subpoena from any person or party regarding this Agreement and the work performed thereunder or with respect to any project or property located within the City. City retains the right, but has no obligation, to represent Consultant and/or be present at any deposition, hearing, or similar proceeding. Consultant agrees to cooperate fully with City and to provide the opportunity to review any response to discovery

requests provided by Consultant. However, City's right to review any such response does not imply or mean the right by City to control, direct, or rewrite said response.

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

16. NOTICES

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

To City: Merry Westerlin, CBO Building Official
City of Montclair
5111 Benito
Montclair, CA 91763

To Consultant: Jack Yeh, S.E.
1827 Antioch Road
Claremont, CA 91711

17. ASSIGNMENT

The Consultant shall not assign the performance of this Agreement, nor any part thereof, nor any monies due hereunder, without prior written consent of the City.

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

18. Reserved.

19. GOVERNING LAW

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

20. ENTIRE AGREEMENT

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

21. Reserved.

22. CONFIDENTIALITY

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

23. DISCRIMINATION

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

24. AUTHORITY TO EXECUTE THIS AGREEMENT

The person or persons executing this Agreement on behalf of Consultant warrants and represents that he/she has the authority to execute this Agreement on behalf of the Consultant and has the authority to bind Consultant to the performance of its obligations hereunder.

(SIGNATURES ON NEXT PAGE)

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

CITY OF MONTCLAIR

CONSULTANT

By: _____
Paul M. Eaton, Mayor

By: _____
Jack Yeh, S.E., Consultant

Attest:

By: _____
Andrea M. Phillips, Deputy City Clerk

Approved as to Form:

By: _____
Diane E. Robbins, City Attorney

AGENDA REPORT

SUBJECT: CONSIDER APPROVAL OF AGREEMENT NO. 16-93 WITH FRICK, FRICK & JETTÉ ARCHITECTS FOR DESIGN SERVICES FOR THE CITY HALL BUILDING IMPROVEMENT PROJECT PHASE I	DATE: October 3, 2016 SECTION: AGREEMENTS ITEM NO.: 2 FILE I.D.: CVC500 DEPT.: PUBLIC WORKS
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REASON FOR CONSIDERATION: Architectural design services are required for the development of construction plans to address Americans with Disabilities Act (ADA) requirements and City Hall building improvements. Agreements for design services associated with these services require City Council approval.

BACKGROUND: The Montclair Council Chambers was constructed in 1977 with minimal design or construction consideration for disabled participants. Since the time of construction, awareness of ADA requirements has increased, prompting staff to modify the existing facility to allow full amenities for all participants.

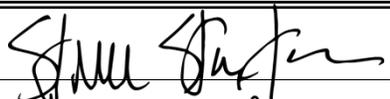
The City Hall Building Improvements will take place in multiple phases. The first phase will focus on the Council Chambers and replacement of the City Hall monument sign. Council Chambers improvements include replacement of the City Council audience seating with ADA compliant seating, handrails, lighting, carpeting, ceiling tiles, and painting. The Montclair City Hall monument sign facing Benito Street will be removed and replaced with a newer, modern sign.

For the initial phase of design, staff prepared a request for Statement of Qualifications (SOQ) and sent the request to four architectural firms:

- Brian Bloom Architects, Ontario, CA.
- HC & D Architects, Norco, CA.
- Martinez Design Group, Irvine, CA.
- Frick, Frick & Jetté Architects, Apple Valley, CA.

Of the four, two responded with interest in the project. After reviewing the responses to the City's RFP, the City's evaluation team determined that the proposal submitted by Frick, Frick & Jetté Architects exhibited the most knowledge, experience, and projects of a similar nature.

Following review, staff was able to negotiate a fee from Frick & Jetté Architects for the Phase 1 design. The proposal is a percentage based contract with the architectural fee based at 12.5% of the final Phase 1 construction amount. The estimated construction cost is \$200,000 with an anticipated architectural fee of \$25,000. Based on previous

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

building improvement projects with similar architectural services, the percentage based contract is expected to benefit the City monetarily.

FISCAL IMPACT: Funding for this project is provided through 2014 Lease Revenue Bond Proceeds. The total project budget is estimated at \$225,000. The design contract with Frick, Frick & Jetté Architects is based on the final construction costs.

RECOMMENDATION: Staff recommends the City Council approve Agreement No. 16-93 with Frick, Frick & Jetté Architects for design services for the City Hall Building Improvement Project Phase 1.

CITY OF MONTCLAIR
AGREEMENT FOR CONSULTANT SERVICES
CITY HALL BUILDING IMPROVEMENTS PHASE 1

THIS AGREEMENT is made and effective as of October 3, 2016, between the City of Montclair, a municipal corporation ("City") and Frick, Frick & Jetté Architects a California corporation ("Consultant"). In consideration of the mutual covenants and conditions set forth herein, the parties agree as follows:

1. **TERM**

This Agreement shall commence October 4, 2016, and shall remain and continue in effect for a period of 12 months until tasks described herein are completed, but in no event later than October 4, 2017, unless sooner terminated pursuant to the provisions of this Agreement.

2. **SERVICES**

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

3. **PERFORMANCE**

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

4. **CITY MANAGEMENT**

City's City Manager shall represent City in all matters pertaining to the administration of this Agreement, review and approval of all products submitted by Consultant, but not including the authority to enlarge the Tasks to be Performed or change the compensation due to Consultant. City's City Manager shall be authorized to act on City's behalf and to execute all necessary documents which enlarge the Tasks to be Performed or change Consultant's compensation, subject to Section 5 hereof.

5. **PAYMENT**

(a) The City agrees to pay Consultant monthly, in accordance with the payment rates and terms and the schedule of payment as set forth in Exhibit A, attached hereto and incorporated herein by this reference as though set forth in full, based upon actual time spent on the above tasks. This amount shall not exceed 12.5% of the actual total construction cost following the formal bid opening for the total term of the Agreement unless additional payment is approved as provided in this Agreement.

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

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

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

6. SUSPENSION OR TERMINATION OF AGREEMENT WITHOUT CAUSE

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

(b) In the event this Agreement is terminated pursuant to this Section, the City shall pay to Consultant on a pro-rata basis the actual value of the work performed up to the time of termination, provided that the work performed is of value to the City. Upon termination of the Agreement pursuant to this Section, the Consultant will submit an invoice to the City pursuant to Section 5(c).

7. DEFAULT OF CONSULTANT

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

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

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

8. OWNERSHIP OF DOCUMENTS

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

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

9. INDEMNIFICATION

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

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

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

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

10. INSURANCE EXHIBIT B

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

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

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

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

(d) At all times during the term of this Agreement, Consultant shall maintain on file with City a certificate of insurance, in a form acceptable to City showing that the aforesaid policies are in effect in the required amounts. The general liability policy shall contain or be endorsed to contain a provision including the Indemnitees as additional insureds. Consultant shall promptly file with City such certificate or certificates and endorsements if applicable. Coverage for the additional insureds shall apply to the fullest extent permitted by law.

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

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

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

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

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

11. INDEPENDENT CONTRACTOR

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

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

12. LEGAL RESPONSIBILITIES

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

13. UNDUE INFLUENCE

Consultant declares and warrants that no undue influence or pressure is used against or in concert with any officer or employee of the City of Montclair in connection with the award, terms or implementation of this Agreement, including any method of coercion, confidential financial arrangement, or financial inducement. No officer or employee of the City of Montclair will receive compensation, directly or indirectly, from Consultant, or from any officer, employee or agent of Consultant, in connection with the award of this Agreement or any work to be conducted as a result of this Agreement. Violation of this Section shall be a material breach of this Agreement entitling the City to any and all remedies at law or in equity.

14. NO BENEFIT TO ARISE TO LOCAL EMPLOYEES

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

15. RELEASE OF INFORMATION/CONFLICTS OF INTEREST

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

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

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

16. NOTICES

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

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

To Consultant: Gino Bastianon
Frick, Frick & Jetté Architects
19153 Town Center Drive, Suite 101
Apple Valley, CA 92308

17. ASSIGNMENT

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

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

18. LICENSES

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

19. GOVERNING LAW

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

20. ENTIRE AGREEMENT

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

21. CONTENTS OF REQUEST FOR PROPOSALS

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

22. CONFIDENTIALITY

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

23. DISCRIMINATION

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

24. AUTHORITY TO EXECUTE THIS AGREEMENT

The person or persons executing this Agreement on behalf of Consultant warrants and represents that he/she has the authority to execute this Agreement on behalf of the Consultant and has the authority to bind Consultant to the performance of its obligations hereunder.

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

CITY:

CONSULTANT:

CITY OF MONTCLAIR, CALIFORNIA

FRICK, FRICK & JETTÉ ARCHITECTS

Paul M. Eaton
Mayor

Name

Title

ATTEST:

Andrea M. Phillips
Deputy City Clerk

Name

Title

APPROVED AS TO FORM:

Diane E. Robbins
City Attorney

EXHIBIT A



FRICK, FRICK & JETTÉ
ARCHITECTS, INCORPORATED

September 15, 2016

Mr. Steve Stanton
Project Manager, Engineering Division
City of Montclair
5111 Benito Street
Montclair, CA 91763

Re: City Council Chamber Remodel

Dear Mr. Stanton:

Thank you for the opportunity to submit our proposal for the referenced project. The proposed scope of work consists of developing design and construction documents for the remodel of the existing council chambers. Services to include the following:

- Document existing visible conditions.
- Design new audience seating.
- ADA accessibility (doors, ramp and/or lift).
- Upgrade lighting, ceilings, interior finishes.
- Add new monument sign.
- Electrical engineering.
- Construction cost estimate.
- Assistance with competitive bid process.
- Field administration / project management.

Exclusions:

- Hazardous materials identification and/or removal.
- Printing and advertising for bidding and construction.
- Governing agency fees.
- Mechanical and structural engineering.

19153 TOWN CENTER DRIVE, SUITE 101, APPLE VALLEY, CALIFORNIA 92308
(760) 240-6211 • www.ffi-arch.com • FAX: (760) 240-7729



City Council Chamber Remodel
Page two

Proposed Professional Services Fees:

12.5% of actual construction cost. The exact fee is based on the construction total after the formal bid process.

Probable construction cost: \$200,000.00

Estimated architectural engineering fee: \$25,000.00

Please feel free to contact our office if you should have any questions. If this meets with your approval, please sign below authorizing us to proceed. Thank you.

Sincerely,

FRICK, FRICK & JETTÉ ARCHITECTS, INC.

Gino Bastianon
President

City of Montclair

Authorized Representative

Date

EXHIBIT B

Client#: 5513 FRICKFRIC

ACORD™ CERTIFICATE OF LIABILITY INSURANCE DATE (MM/DD/YYYY)
06/05/2013

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

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

PRODUCER Dealey, Renton & Associates 199 S Los Robles Ave Ste 540 Pasadena, CA 91101 626 844-3070	CONTACT NAME: Marie Swaney PHONE (A/C, No, Ext): _____ FAX (A/C, No): _____ E-MAIL ADDRESS: mswaney@insdra.com														
INSURED Frick Frick & Jette Architects 19153 Town Center Dr., Ste 101 Apple Valley, CA 92308 760) 240-6211	<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: left;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: left;">NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A : Travelers Property Casualty Co</td> <td>25674</td> </tr> <tr> <td>INSURER B : Hartford Accident & Indemnity</td> <td>10448</td> </tr> <tr> <td>INSURER C : XL Specialty Insurance Co.</td> <td>37885</td> </tr> <tr> <td>INSURER D :</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Travelers Property Casualty Co	25674	INSURER B : Hartford Accident & Indemnity	10448	INSURER C : XL Specialty Insurance Co.	37885	INSURER D :		INSURER E :		INSURER F :	
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INSURER F :															

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY		6802070L659	06/07/2013	06/07/2014	EACH OCCURRENCE	
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY					DAMAGE TO RENTED PREMISES (Ea occurrence)	\$1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR					MED EXP (Any one person)	\$10,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PERSONAL & ADV INJURY
	<input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC					GENERAL AGGREGATE	\$2,000,000
						PRODUCTS - COMP/OP AGG	\$2,000,000
							\$
A	AUTOMOBILE LIABILITY		BA2073L281	06/07/2013	06/07/2014	COMBINED SINGLE LIMIT (Ea accident)	
	<input type="checkbox"/> ANY AUTO					BODILY INJURY (Per person)	\$
	<input type="checkbox"/> ALL OWNED AUTOS	<input type="checkbox"/> SCHEDULED AUTOS				BODILY INJURY (Per accident)	\$
	<input checked="" type="checkbox"/> HIRED AUTOS	<input checked="" type="checkbox"/> NON-OWNED AUTOS				PROPERTY DAMAGE (Per accident)	\$
	<input checked="" type="checkbox"/> NoOwnedAutos						\$
	UMBRELLA LIAB	<input type="checkbox"/> OCCUR				EACH OCCURRENCE	\$
	EXCESS LIAB	<input type="checkbox"/> CLAIMS-MADE				AGGREGATE	\$
	DED	RETENTION \$					\$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY		57WECLQ688	09/01/2012	09/01/2013	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input type="checkbox"/> Y <input type="checkbox"/> N <input type="checkbox"/> N/A				E.L. EACH ACCIDENT	\$1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below					E.L. DISEASE - EA EMPLOYEE	\$1,000,000
						E.L. DISEASE - POLICY LIMIT	\$1,000,000
C	Professional Liab		DPS9704907	04/01/2013	04/01/2014	\$1,000,000 Per Claim	
	Claims Made Form					\$2,000,000 Annl Aggr.	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Cancellation Notice: 30 Day/10 Day for non-payment of premium will be mailed to certificate holder. General Liability policy excludes claims arising out of the performance of professional services.

PROOF OF COVERAGE(S)

CERTIFICATE HOLDER <p style="text-align: center;">PROPOSAL PURPOSES ONLY</p>	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
---	--

EXHIBIT C



July 18, 2016

Mr. Gino Bastianon
Frick, Frick & Jetté Architects
19153 Town Center Drive, Suite 101
Apple Valley, CA 92308

RE: REQUEST FOR QUALIFICATIONS
CITY OF MONTCLAIR COUNCIL CHAMBERS UPGRADES

The City of Montclair is seeking an architectural firm for design and preparation of plans, specifications, and cost estimate for the remodel of an existing City facility.

The first step in the selection process is to develop a pool of qualified consultants from which the City will review and rate. Following the rating period, the City may negotiate a scope of services, fee, and professional services agreement with the top rated candidate. If you are interested in participating with this City project, please submit a letter of interest and a statement of qualifications. If you wish, you may use federal form SF-255.

The project will entail renovations of the existing City Council Chambers, including ADA upgrades, seating, controlled entrances, carpeting, acoustical wall coverings, etc.

Interested consultants shall provide in writing, similar services previously provided, past experiences, project input, and references. Statements of qualifications letters of interest are due by 5 p.m., August 5, 2016, and shall be submitted to:

Mr. Steve Stanton
Project Manager
City of Montclair
5111 Benito Street
Montclair, CA 91763

Any questions or comments should be directed to Steve Stanton (909) 625-9444 or sstanton@cityofmontclair.org.

City of Montclair
Public Works Department
Engineering Division

Steve Stanton
Project Manager

CITY OF MONTCLAIR

5111 Benito Street, P. O. Box 2308, Montclair, CA 91763 (909) 625-8571 FAX (909) 621-1684

Mayor Paul A. Ezon • Mayor Pro Tem Carolyn Roth • Council Members: 3. Andy Chueh, 5. Bill Bai, Terika Matthews • City Manager: Edward C. ...

AGENDA REPORT

SUBJECT: CONSIDER APPROVAL OF AGREEMENT NO. 16-94, AMENDMENT NO. 1 TO AGREEMENT NO. 16-33, A CONSULTING AGREEMENT WITH DUDEK RELATED TO PREPARATION OF AN ENVIRONMENTAL IMPACT REPORT FOR THE FIRST AMENDMENT TO THE NORTH MONTCLAIR DOWNTOWN SPECIFIC PLAN

CONSIDER AUTHORIZING A \$52,500 APPROPRIATION FROM REDEVELOPMENT PROJECT AREA NO. III TAX ALLOCATION BONDS TO FINANCE THE COSTS RELATED TO AGREEMENT NO. 16-94

DATE: October 3, 2016

SECTION: AGREEMENTS

ITEM NO.: 3

FILE I.D.: CFD050

DEPT.: ECONOMIC DEV./ COMMUNITY DEV.

REASON FOR CONSIDERATION: The City Council approved an agreement with Dudek on April 18, 2016, to provide consulting services related to preparation of an Environmental Impact Report for an amendment to the North Montclair Downtown Specific Plan (NMDSP). The City Council is requested to consider an amendment to the consulting agreement with Dudek to expand the scope of services to be supplied by the consultant. The amendment to the consulting agreement would require the collection and analysis of additional data. The fee for the additional work is approximately \$52,500. An appropriation of funds for this additional work by the City Council is requested by staff.

A copy of proposed Agreement No. 16-94, Amendment No. 1 to the Consulting Agreement with Dudek, is attached for the City Council's review and consideration; and a copy of Agreement No. 16-33, the original Consulting Agreement with Dudek, has been included in the City Council's agenda packet for review.

BACKGROUND: As the City Council is aware, the NMDSP proposes development planned in a pattern of neighborhoods and grids that promote pedestrian, transit-oriented mixed-use development and a sense of community. The Plan attempts to establish residential development patterns which reduce urban sprawl and increase use of public transportation. The Plan was adopted by the City Council on May 16, 2006.

With the eclipse of nearly ten years, staff recommended that the Specific Plan be amended to expand certain boundaries and clarify or revise certain aspects of the Plan.

The City Council approved an agreement with Moule & Polyzoides on April 4, 2016 to prepare Amendment No. 1 to the Specific Plan. On April 18, 2016, a consultant agreement with Dudek (Agreement No. 16-33) was approved to complete the necessary environmental analysis of Amendment No. 1.

Prepared by: Marilyn Staats Fiscal Impact Finance Review: Donald L. Parker

Proofed by: Andrea M. Phillips Reviewed and Approved By: Marilyn Staats

The amendment to the Specific Plan detail by staff for consideration by Moule & Polyzoides and Dudek originally included the following elements:

- A proposed expansion of the Specific Plan area boundary to incorporate the approximately 7 acres on the southwest corner of Arrow Highway and Monte Vista Avenue.
- A proposed modification to the southeast corner of the Arrow Highway and Fremont Avenue area to incorporate a new street alignment/pattern over the previously established pattern for this area.
- The possible reconfiguration of the designated street pattern developed for the northeast corner of Moreno Street and Fremont Avenue to reflect the existing land ownerships patterns which include the North Plaza area.
- An examination of the easterly boundary of the Specific Plan which extends Central Avenue. Land use district designations should be assigned to properties within the Specific Plan where there currently are none (e.g., John's Incredible Pizza, Best Buy, and Target properties).
- A re-evaluation of locations of proposed parking structures based on approved projects and ongoing discussions with developers.
- An update to the street pattern to reflect the existing street patterns (and public park) at the Paseos and Arrow Station projects.
- Preparation of an overlay or other map that shows existing property lines, shapes, etc., to enable staff and the public to easily see how the existing properties correspond to the land use designations specified by the plan.
- A determination regarding minimum lot sizes for development in each respective zone because certain areas contain many individual small and narrow-shaped lots.
- A determination regarding the use of tandem parking.
- Since initiating the amendment to the Specific Plan document and the environmental impact analysis, staff has met with the consultants on many occasions to contemplate the long term future of the North Montclair area. Consequently, staff is recommending that the City Council consider the following additions the North Montclair Downtown Specific Plan concept:
- A proposed expansion to the Specific Plan boundaries to incorporate the area east of the Montclair Transcenter, south of the City limits, west of Central Avenue and north of the Metrolink train tracks.
- The inclusion of an allowance for more office/commercial development within portions of the specific plan land use designations. The provision for more office/commercial land use would provide for a proposed a total of 1,681,285 square feet of non residential development within the area. The NMDSP allows for a maximum of 782,285 square feet.

The expansion to the proposed Specific Plan boundaries and the inclusion of more potential area for non-residential development will create the need for additional environmental analysis related matters such as traffic impacts and green house gasses. Dudek, the consultant for the environmental work, has prepared an expanded Scope of Work and provided the cost of this additional analysis. The additional analysis involves

taking traffic counts at 12 additional intersections and conducting the associated traffic modeling.

Agreement No. 16-94, Amendment No. 1 to Agreement No. 16-33, incorporates the expanded the Scope of Services and cost.

FISCAL IMPACT: The cost estimate provided by Dudek to prepare the additional environmental analysis pursuant to the Scope of Work in proposed Agreement No. 16-94 would be \$52,500. The original cost to prepare the EIR for Amendment No. 1 to Specific Plan for the NMDSP (Agreement No. 16-33) is \$142,400. This cost is being equally divided between the City and Trammel Crowe Residential. However, the costs related to the expanded Scope of Work for the EIR do not relate to the development proposal by Trammel Crowe Residential. Therefore, the costs for the amending the consulting agreement with Dudek should be borne by the City.

Staff recommends the \$52,500 in additional funding for proposed Amendment No. 1 to the Consulting Agreement with Dudek be appropriated from Redevelopment Project Area No. III Tax Allocation Bonds.

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

1. Approve Agreement No. 16-94, Amendment No. 1 to Agreement No. 16-33, a Consulting Agreement with Dudek related to preparation of an Environmental Impact Report for the First Amendment to the North Montclair Downtown Specific Plan; and
2. Authorize a \$52,500 appropriation from Redevelopment Project Area No. III Tax Allocation Bonds to finance the costs related to Agreement No. 16-94.

AGREEMENT NO. 16-94

FIRST AMENDMENT TO AGREEMENT NO. 16-33
AGREEMENT FOR CONSULTING SERVICES
BY AND BETWEEN THE CITY OF MONTCLAIR AND DUDEK

THIS FIRST AMENDMENT TO THE AGREEMENT NO. 16-33 (thus "First Amendment") is entered into effective as of _____, 2016, between the City of Montclair, a municipal corporation ("City") and Dudek (Consultant).

Recitals

- A. The Parties executed an Agreement for Consulting Services dated as of April 19, 2016 whereby Dudek agreed to provide the City with certain environmental analysis related to amending the North Montclair Downtown Specific Plan.
- B. The Parties, by this Amendment to Agreement No. 16-33 do hereby agree to expand the Scope of Services and budget amount of Agreement No. 16-33.

NOW THEREFORE, the City and Consultant do hereby agree as follows:

- 1. Exhibit A to Agreement No. 16-33 is amended to include the provision of traffic counts and/or the conduct of traffic modeling for the intersection listed below:

- Central Avenue at Arrow Highway-Montclair
- Central Avenue at Moreno Street-Montclair
- Central Avenue at 1-10 Westbound ramp-Montclair
- Central Avenue at 1-10 Eastbound ramps-Montclair
- Holt Boulevard at Central Avenue-Montclair
- Mission Boulevard at Central Avenue-Montclair; San Bernardino County
- Foothill Boulevard at Monte Vista Avenue-Upland
- Arrow Route at Monte Vista Avenue-Upland
- Arrow Route at Central Avenue-Upland
- Arrow Highway at Mountain Avenue-Upland
- Arrow Highway at Indian Hill Boulevard-Claremont
- Arrow Highway at Mills Avenue-Claremont

- 2. Exhibit B to Agreement No. 16-34 is amended to add Fifty Two Thousand Five Hundred Dollars (\$52,500) to the Budget for the First Amendment to the North Montclair Downtown Specific Plan.

3. A Memorandum of Budget Amendment prepared by Dudek dated September 27, 2016 is hereby incorporated into Agreement No. 16 94 as Exhibit A.
4. Except as expressly provided to the contrary in this First Amendment, the terms of Agreement No. 16-33, the Agreement for Consulting Service with Dudek, shall remain in full force and effect as written.

CITY OF MONTCLAIR

CONSULTANT

By: _____
Paul M. Eaton, Mayor

By: _____

Attest:

By: _____
Andrea M. Phillips, Deputy City Clerk

Approved as to Form:

By: _____
Diane E. Robbins, City Attorney

MEMORANDUM

To: Michael Diaz, City Planner & Marilyn Staats, Deputy City Manager
From: Ruta K. Thomas, REPA
Subject: NMDSP Amendment Project Budget Amendment
Date: September 27, 2016

At the request of the City, the scope for the North Montclair Downtown Specific Plan Project's traffic study has been revised to include additional intersections. This budget amendment request is being submitted to cover the additional cost associated with this expanded scope of work and revising the first draft of the traffic study that was submitted to the City for review on August 26, 2016. The revised traffic study will evaluate the Proposed Amendment which would amend the NMDSP to allow for a maximum number of 5,888 dwelling units, which is 2,688 more dwelling units than allowed under the current NMDSP. The Proposed Amendment would also amend the NMDSP to allow for a total of 1,681,285 square feet of non-residential uses, which is 782,285 square feet more than what is allowed in the current NMDSP.

The August 26, 2016 traffic study included the evaluation of proposed residential and commercial projects in the North Montclair Downtown Specific Plan, which included 927 condo units and 4,670 apartment homes for a total of 5,597 multi-family housing units and 967,507 square feet of commercial/industrial area. A previous amendment in the amount of \$14,300 was submitted (and approved by the City) to cover the cost of adding the following intersections to the overall original April 2016 scope (approved for \$19,230) of the traffic study:

1. Traffic analysis for four intersections
 - Central Avenue at Arrow Highway (including new traffic counts)
 - Central Avenue at Moreno Street (including new traffic counts)
 - Central Avenue at I-10 Westbound ramps
 - Central Avenue at I-10 Eastbound ramps
2. Model run for one intersection
 - Central Avenue at Arrow Highway

The revised project is much larger than originally scoped, and therefore, will require taking traffic counts at additional intersections and conducting additional associated modeling. The project has been run through the traffic model again to determine the expanded trip generation and find any intersection locations that will trigger a need for CMP analysis (those with over 50 trips). Please note that we have not included intersections along Central Avenue north of Holt

Boulevard and south of the I-10 freeway, or intersections on Monte Vista Avenue south of the I-10 freeway, because these intersections are not located on CMP-designated streets. Our team has consulted with both the City of Upland and City of Claremont in identifying the following intersections for additional analysis:

1. Holt Boulevard at Central Avenue (City of Montclair)
2. Mission Boulevard at Central Avenue (3/4 County; 1/4 City of Montclair)
3. Foothill Blvd at Monte Vista Avenue (City of Montclair)
4. Arrow Route at Monte Vista Avenue (City of Upland)
5. Arrow Route at Central Avenue (City of Upland)
6. Arrow Highway at Mountain Avenue (City of Upland)
7. Arrow Highway at Indian Hills Blvd (City of Claremont)
8. Arrow Highway at Mills Avenue (City of Claremont)

Please note that neither jurisdiction has given a guarantee that this will satisfy their requirements. As such, if additional intersection analysis is requested at a later time (and approved by the City of Montclair), that work will require another amendment to the contracted budget.

Cost Estimate

This additional scope will be performed for \$38,057.80, based upon the estimated hours and expenses.

Authorization to Proceed

City of Montclair Representative

Date

AGENDA REPORT

SUBJECT: CONSIDER APPROVAL OF AGREEMENT NO. 16-95 WITH DAVID EVANS AND ASSOCIATES, INC., AMENDING AGREEMENT NO. 15-61 FOR CONSULTANT SERVICES AND PREPARATION OF A SANITARY SEWER MASTER PLAN CONSIDER AUTHORIZING A \$34,360 APPROPRIATION FROM THE SANITARY SEWER REPLACEMENT FUND	DATE: October 3, 2016 SECTION: AGREEMENTS ITEM NO.: 4 FILE I.D.: SEW026 DEPT.: PUBLIC WORKS
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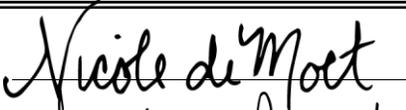
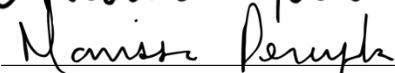
REASON FOR CONSIDERATION: On August 4, 2015, the City entered into Agreement No. 15-61 with Hall & Foreman, a division of David Evans and Associates, Inc., (presently known as David Evans and Associates, Inc., and referred to hereafter as DEA) for consultant services and preparation of a Sewer Master Plan. After review of available documentation, both the City and DEA have determined that additional work is required. This work is associated with review of existing sewer line video footage and is necessary to complete all review required to prepare a complete Sewer Master Plan as specified in Agreement No. 15-61. The additional work requires amendment of Agreement No. 15-61. Agreements with the City require City Council approval.

A copy of proposed Agreement No. 16-95 amending Agreement No. 15-61 is attached for the City Council's review and consideration.

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

The new SSMP will accurately reflect current wastewater system capacity, needs, and demands; identify future improvements, including a comprehensive and prioritized ten-year Capital Improvement Plan; and provide a specific financial plan for the recommended sewer system in compliance with the Order.

During the preparation process of the SSMP, DEA, Inc., was not able to complete necessary review of documentation for existing video sewer line footage, as camera footage did not have the necessary National Association of Sewer Service Companies-Pipeline Assessment and Certification Program (NASSCO-PACP) coding to rate the existing condition of sewer line segments for potential defects. City staff is not

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

certified to issue PACP codings, making it necessary for a certified consultant to review and rate the system.

The cost to complete the existing video review of 100,000 linear feet of pipeline to assign PACP codings is \$34,360. The PACP codings are considered to be the industry standard for pipeline assessment and essential to the preparation of a functional SSMP. The initial proposal from the consultant did not include this review and assignment of PACP codings. After working on the SSMP, DEA, Inc., presented a proposal for the additional review work and has requested compensation of \$34,360 for the expanded work effort.

FISCAL IMPACT: Agreement No. 15-61 was for \$135,000, with a contingency amount of \$10,000. Agreement No. 16-95 is for an additional \$34,360, more than the \$10,000 contingency previously authorized by the City Council. Appropriation from the Sanitary Sewer Replacement Fund for \$34,360 and maintenance of the \$10,000 contingency is requested.

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

1. Approve Agreement No. 16-95 with David Evans and Associates, Inc., amending Agreement No. 15-61 for Consultant Services and Preparation of a Sanitary Sewer Master Plan.
2. Authorize a \$34,360 appropriation from the Sanitary Sewer Replacement Fund.

CITY OF MONTCLAIR
AMENDMENT NO. 1 TO AGREEMENT NO. 15-61
FOR CONSULTANT SERVICES
AND
PREPARATION OF A SEWER MASTER PLAN

THIS AMENDMENT NO. 1 to Agreement No. 15-61 is made and effective as of October 4, 2016, between the City of Montclair, a municipal corporation ("City") and David Evans and Associates, Inc., a California corporation ("Consultant"), hereinafter sometimes called DEA, Inc., or DEA.

WHEREAS, DEA and City entered into Agreement No. 15-61 effective August 4, 2015, for consultant services and preparation of a Sewer Master Plan; and

WHEREAS, DEA and City desire to modify the limits of said project; and

WHEREAS, City is willing to pay DEA additional compensation in connection with the proposed modifications.

NOW THEREFORE, in consideration of the mutual covenants and conditions set forth herein, the parties agree to amend Agreement No. 15-61 as follows:

1. Section 2 shall be amended as follows:

Consultant shall perform the services as described in Agreement No. 15-61 except that Exhibit A shall have added thereto additional items included in Exhibit A of the proposal dated August 24, 2016.

2. Section 5(a) shall be amended as follows:

(a) The City agrees to pay Consultant monthly, in accordance with the payment rates and terms and the schedule of payment as set forth in Exhibit B of Agreement No. 15-61. This amount shall not exceed the Agreement No. 15-61 amount of \$134,992 plus Amendment No. 1 increase of \$34,360, for a total not to exceed amount of \$169,352, for the total term of the Agreement unless additional payment is approved as provided in Agreement No. 15-61.

3. Except as modified above, all other terms and provisions of Agreement No. 15-61 shall remain in full force and effect as previously approved by both parties.

4. The person or persons executing this Agreement on behalf of Consultant warrants and represents that he/she has the authority to execute this Agreement on behalf of the Consultant and has the authority to bind Consultant to the performance of its obligations hereunder.

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

CITY OF MONTCLAIR

By: _____
Paul M. Eaton, Mayor

Attest:

By: _____
Andrea Phillips, Deputy City Clerk

Approved as to Form:

By: _____
Diane E. Robbins, City Attorney

CONSULTANT

By: _____
(Name/Title)

By: _____
(Name/Title)

AGENDA REPORT

SUBJECT: CONSIDER ADOPTION OF RESOLUTION NO. 16-3137 AUTHORIZING PLACEMENT OF LIENS ON CERTAIN PROPERTIES FOR DELINQUENT SEWER AND TRASH CHARGES

DATE: October 3, 2016

SECTION: RESOLUTIONS

ITEM NO.: 1

FILE I.D.: STB300-17

DEPT.: ADMIN. SVCS.

REASON FOR CONSIDERATION: Staff has identified 178 sewer and trash accounts in the even-numbered-month billing cycle that are more than three billing periods delinquent. Pursuant to Montclair Municipal Code Chapter 1.12, these properties are subject to lien.

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

The 178 liens presented for approval are for accounts that are at least 90 days delinquent.

FISCAL IMPACT: Recoverable amount is \$50,094.72, plus \$3,738.00 for release of lien fees, plus \$8,900.00 in lien fees, for a total of \$62,732.72.

RECOMMENDATION: Staff recommends the City Council adopt Resolution No. 16-3137 authorizing placement of liens on certain properties for delinquent sewer and trash charges as listed on Exhibit A of said Resolution.

Prepared by:	<u>Cathy Graves</u>	Fiscal Impact Finance Review:	<u>Donald L. Parker</u>
Proofed by:	<u>Janet Kuelbeck</u>	Reviewed and Approved By:	<u>Donald L. Parker</u>

RESOLUTION NO. 16-3137

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

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

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

WHEREAS, it has been determined that there are 178 sewer and/or trash accounts on which there are delinquencies in excess of 90 days; and

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

WHEREAS, the owners of these properties were notified on September 8, 2016, that their delinquent accounts are subject to causing a lien to be placed on their properties for settlement of such delinquencies; and that such liens would be considered for approval by the Montclair City Council on Monday, October 3, 2016.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Montclair approves the placement of liens on the properties and in the amounts specified in Exhibit A, entitled Report of Delinquent Civil Debts - October 2016, attached hereto.

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

APPROVED AND ADOPTED this XX day of XX, 2016.

Mayor

ATTEST:

Deputy City Clerk

I, Andrea M. Phillips, Deputy City Clerk of the City of Montclair, DO HEREBY CERTIFY that Resolution No. 16-3137 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 to Resolution No. 16-3137
Report of Delinquent Civil Debts — October 2016

Street No	Street	Account Type	Delinquency	Lien Fee	Release of Lien Fee	Total Lien Amount
11225	Ada Avenue	Residential	\$ 240.04	\$ 50.00	\$ 21.00	\$ 311.04
10207	Amherst Avenue	Residential	239.46	50.00	21.00	310.46
10247	Amherst Avenue	Residential	224.92	50.00	21.00	295.92
10360	Amherst Avenue	Multifamily	798.06	50.00	21.00	869.06
10411	Amherst Avenue	Residential	202.81	50.00	21.00	273.81
10421	Amherst Avenue	Multifamily	532.42	50.00	21.00	603.42
10431	Amherst Avenue	Multifamily	532.44	50.00	21.00	603.44
11141	Amherst Avenue	Residential	243.40	50.00	21.00	314.40
11151	Amherst Avenue	Residential	258.82	50.00	21.00	329.82
4320	Appaloosa Way	Residential	238.74	50.00	21.00	309.74
4624	Bandera Street	Multifamily	1,080.13	50.00	21.00	1,151.13
4959	Bandera Street	Residential	375.84	50.00	21.00	446.84
5079	Bandera Street	Residential	291.44	50.00	21.00	362.44
5081	Bandera Street	Residential	248.37	50.00	21.00	319.37
5115	Bandera Street	Residential	211.51	50.00	21.00	282.51
5207	Bandera Street	Residential	233.67	50.00	21.00	304.67
5217	Bandera Street	Residential	237.71	50.00	21.00	308.71
5231	Bandera Street	Residential	237.62	50.00	21.00	308.62
5235	Bandera Street	Residential	256.99	50.00	21.00	327.99
5243	Bandera Street	Residential	242.34	50.00	21.00	313.34
5598	Bandera Street	Residential	237.32	50.00	21.00	308.32
5648	Bandera Street	Residential	211.51	50.00	21.00	282.51
4432-34	Bandera Street	Multifamily	475.48	50.00	21.00	546.48
10145	Bel Air Avenue	Residential	237.62	50.00	21.00	308.62
10205	Bel Air Avenue	Residential	304.87	50.00	21.00	375.87
10551	Belgian Place	Residential	237.62	50.00	21.00	308.62
5196	Benito Street	Commerical	249.71	50.00	21.00	320.71
5206	Benito Street	Commerical	249.31	50.00	21.00	320.31
5208	Berkshire Way	Residential	207.12	50.00	21.00	278.12
4531	Bodega Court	Residential	236.29	50.00	21.00	307.29
4534	Bodega Court	Residential	201.44	50.00	21.00	272.44
11339	Brunswick Lane	Residential	249.57	50.00	21.00	320.57
11419	Brunswick Lane	Residential	249.53	50.00	21.00	320.53
10475	Calico Court	Residential	235.60	50.00	21.00	306.60
10437	Camarena Avenue	Residential	205.29	50.00	21.00	276.29
8911	Camulos Avenue	Residential	276.50	50.00	21.00	347.50
8953	Camulos Avenue	Residential	234.63	50.00	21.00	305.63
10234	Camulos Avenue	Residential	312.95	50.00	21.00	383.95
11409	Cannery Row	Residential	249.53	50.00	21.00	320.53
4592	Canoga Street	Multifamily	263.28	50.00	21.00	334.28
4924	Canoga Street	Residential	238.63	50.00	21.00	309.63
4945	Canoga Street	Residential	211.51	50.00	21.00	282.51
4949	Canoga Street	Residential	250.72	50.00	21.00	321.72
5014	Canoga Street	Residential	237.62	50.00	21.00	308.62
11158	Carriage Avenue	Residential	237.62	50.00	21.00	308.62
11239	Carriage Avenue	Senior	221.67	50.00	21.00	292.67
11253	Carriage Avenue	Residential	263.58	50.00	21.00	334.58
11448	Chandler Lane	Residential	224.51	50.00	21.00	295.51
4337	Clair Street	Residential	263.59	50.00	21.00	334.59

Exhibit A to Resolution No. 16-3137
Report of Delinquent Civil Debts — October 2016

Street No	Street	Account Type	Delinquency	Lien Fee	Release of Lien Fee	Total Lien Amount
10231	Coalinga Avenue	Residential	\$ 237.60	\$ 50.00	\$ 21.00	\$ 308.60
10276	Coalinga Avenue	Residential	248.89	50.00	21.00	319.89
11469	Cumberland Lane	Residential	249.57	50.00	21.00	320.57
11322	Dartmouth Lane	Residential	269.02	50.00	21.00	340.02
11440	Dartmouth Lane	Residential	249.55	50.00	21.00	320.55
10190	Del Mar Avenue	Residential	234.78	50.00	21.00	305.78
10236	Del Mar Avenue	Residential	237.62	50.00	21.00	308.62
4507	Donner Court	Residential	241.04	50.00	21.00	312.04
4522	Donner Court	Residential	223.49	50.00	21.00	294.49
4528	Donner Court	Residential	333.38	50.00	21.00	404.38
11159	Essex Avenue	Residential	237.62	50.00	21.00	308.62
4133	Evert Street	Residential	241.69	50.00	21.00	312.69
4705	Evert Street	Residential	238.92	50.00	21.00	309.92
11366	Fairfax Lane	Residential	249.57	50.00	21.00	320.57
11370	Fairfax Lane	Residential	247.12	50.00	21.00	318.12
4219	Fauna Street	Residential	237.62	50.00	21.00	308.62
4291	Fauna Street	Residential	227.53	50.00	21.00	298.53
4703	Fauna Street	Residential	237.62	50.00	21.00	308.62
4738	Fauna Street	Residential	236.81	50.00	21.00	307.81
4849	Fauna Street	Residential	391.35	50.00	21.00	462.35
4852	Fauna Street	Residential	242.25	50.00	21.00	313.25
4932	Fauna Street	Residential	239.20	50.00	21.00	310.20
8912	Felipe Avenue	Residential	337.58	50.00	21.00	408.58
10242	Felipe Avenue	Residential	237.87	50.00	21.00	308.87
8919-21	Felipe Avenue	Multifamily	472.80	50.00	21.00	543.80
10444	Felipe Lane	Residential	211.51	50.00	21.00	282.51
4642	Flora Street	Residential	266.67	50.00	21.00	337.67
4704	Flora Street	Residential	229.20	50.00	21.00	300.20
4730	Flora Street	Residential	257.31	50.00	21.00	328.31
5051	Flora Street	Residential	258.60	50.00	21.00	329.60
5175	Flora Street	Residential	448.18	50.00	21.00	519.18
5382	Flora Street	Residential	237.76	50.00	21.00	308.76
10253	Fremont Avenue	Residential	237.65	50.00	21.00	308.65
10945	Fremont Avenue	Multifamily	220.00	50.00	21.00	291.00
10989	Fremont Avenue	Residential	311.24	50.00	21.00	382.24
10149	Galena Avenue	Residential	225.03	50.00	21.00	296.03
10161	Geneva Avenue	Residential	237.62	50.00	21.00	308.62
11335	Halifax Lane	Residential	249.58	50.00	21.00	320.58
3792	Hampton Dr	Residential	253.50	50.00	21.00	324.50
3803	Hampton Dr	Residential	217.94	50.00	21.00	288.94
3960	Hampton Dr	Residential	249.83	50.00	21.00	320.83
5230	Hanover Way	Residential	270.42	50.00	21.00	341.42
11418	Hartford Lane	Residential	249.57	50.00	21.00	320.57
4103	Howard Street	Residential	237.60	50.00	21.00	308.60
4341	Howard Street	Residential	237.62	50.00	21.00	308.62
4605	Howard Street	Residential	333.38	50.00	21.00	404.38
4910	Howard Street	Residential	263.58	50.00	21.00	334.58
4552	Humboldt Court	Residential	211.51	50.00	21.00	282.51
4558	Humboldt Court	Residential	253.84	50.00	21.00	324.84

Exhibit A to Resolution No. 16-3137
Report of Delinquent Civil Debts — October 2016

Street No	Street	Account Type	Delinquency	Lien Fee	Release of Lien Fee	Total Lien Amount
10236	Kimberly Avenue	Residential	\$ 237.62	\$ 50.00	\$ 21.00	\$ 308.62
10244	Kimberly Avenue	Residential	358.74	50.00	21.00	429.74
10386	Kimberly Avenue	Multifamily	1,064.08	50.00	21.00	1,135.08
4909	Kingsley Street	Residential	235.96	50.00	21.00	306.96
4921	Kingsley Street	Residential	371.63	50.00	21.00	442.63
5003	Kingsley Street	Residential	237.62	50.00	21.00	308.62
5019	Kingsley Street	Residential	237.64	50.00	21.00	308.64
5242	Kingsley Street	Residential	237.62	50.00	21.00	308.62
5524	Kingsley Street	Residential	333.38	50.00	21.00	404.38
5590	Kingsley Street	Residential	333.38	50.00	21.00	404.38
5646	Kingsley Street	Residential	248.12	50.00	21.00	319.12
4821-23	Kingsley Street	Multifamily	259.07	50.00	21.00	330.07
4831-33	Kingsley Street	Residential	469.55	50.00	21.00	540.55
11354	Kingston Lane	Residential	251.24	50.00	21.00	322.24
11367	Kingston Lane	Residential	253.94	50.00	21.00	324.94
10310-12	Lehigh Avenue	Multifamily	225.68	50.00	21.00	296.68
10360-62	Lehigh Avenue	Multifamily	472.28	50.00	21.00	543.28
10370-72	Lehigh Avenue	Multifamily	423.02	50.00	21.00	494.02
4543	Mane Street	Residential	248.19	50.00	21.00	319.19
4555	Mane Street	Residential	510.66	50.00	21.00	581.66
4846	Mane Street	Residential	237.64	50.00	21.00	308.64
4855	Mane Street	Residential	234.91	50.00	21.00	305.91
8858	Maple Avenue	Multifamily	604.32	50.00	21.00	675.32
10231 A-F	Mills Avenue	Residential	237.68	50.00	21.00	308.68
11442	Millstone Lane	Residential	286.69	50.00	21.00	357.69
5121	Mission Blvd	Residential	342.64	50.00	21.00	413.64
5215	Monte Verde Street	Residential	249.83	50.00	21.00	320.83
5239	Monte Verde Street	Residential	237.62	50.00	21.00	308.62
10238	Monte Vista Avenue	Residential	246.63	50.00	21.00	317.63
10290	Monte Vista Avenue	Senior	259.16	50.00	21.00	330.16
10332	Monte Vista Avenue	Residential	248.19	50.00	21.00	319.19
10557	Morgan Circle	Residential	237.60	50.00	21.00	308.60
10563	Mustang Circle	Residential	210.31	50.00	21.00	281.31
10163	Oak Glen Avenue	Senior	212.43	50.00	21.00	283.43
10217	Oak Glen Avenue	Residential	270.43	50.00	21.00	341.43
10604	Oak Glen Avenue	Residential	237.53	50.00	21.00	308.53
4595	Oakdale Street	Residential	374.35	50.00	21.00	445.35
5171	Orchard Street	Senior	234.78	50.00	21.00	305.78
5422	Orchard Street	Residential	237.62	50.00	21.00	308.62
3765	Peachwood Drive	Residential	277.47	50.00	21.00	348.47
10154	Poulsen Avenue	Residential	251.54	50.00	21.00	322.54
11210	Poulsen Avenue	Residential	211.51	50.00	21.00	282.51
11245	Poulsen Avenue	Residential	248.19	50.00	21.00	319.19
10206	Pradera Avenue	Residential	237.62	50.00	21.00	308.62
4660	Rawhide Street	Residential	237.58	50.00	21.00	308.58
4668	Rawhide Street	Residential	237.62	50.00	21.00	308.62
10232-34	Rose Avenue	Multifamily	201.44	50.00	21.00	272.44
10985	Roswell Avenue	Residential	235.19	50.00	21.00	306.19
4675	Saddleback Street	Residential	286.82	50.00	21.00	357.82

Exhibit A to Resolution No. 16-3137
Report of Delinquent Civil Debts — October 2016

Street No	Street	Account Type	Delinquency	Lien Fee	Release of Lien Fee	Total Lien Amount
5258	Saddleback Street	Residential	\$ 241.49	\$ 50.00	\$ 21.00	\$ 312.49
5177	San Antonio Way	Residential	237.62	50.00	21.00	308.62
10973	San Juan Way	Residential	211.51	50.00	21.00	282.51
11052	San Juan Way	Residential	237.62	50.00	21.00	308.62
11014	San Miguel Way	Residential	237.62	50.00	21.00	308.62
11017	San Pasqual Avenue	Residential	333.38	50.00	21.00	404.38
11020	San Pasqual Avenue	Residential	242.54	50.00	21.00	313.54
11143	San Pasqual Avenue	Residential	237.68	50.00	21.00	308.68
10133	Santa Anita Avenue	Residential	237.62	50.00	21.00	308.62
10183	Santa Anita Avenue	Residential	237.62	50.00	21.00	308.62
10204	Santa Anita Avenue	Residential	211.51	50.00	21.00	282.51
10221	Santa Anita Avenue	Residential	237.62	50.00	21.00	308.62
10233	Santa Anita Avenue	Residential	223.10	50.00	21.00	294.10
10283	Santa Anita Avenue	Residential	211.51	50.00	21.00	282.51
10298	Santa Anita Avenue	Residential	234.81	50.00	21.00	305.81
10246	Saratoga Avenue	Residential	462.06	50.00	21.00	533.06
5554	Shirley Lane	Residential	426.29	50.00	21.00	497.29
11011	Stallion Avenue	Residential	237.62	50.00	21.00	308.62
10289	Tudor Avenue	Residential	251.98	50.00	21.00	322.98
10115	Vernon Avenue	Residential	211.51	50.00	21.00	282.51
5533	Vernon Court	Residential	263.58	50.00	21.00	334.58
5555	Vernon Court	Residential	211.51	50.00	21.00	282.51
4230	Via Angelo	Residential	292.77	50.00	21.00	363.77
4183	Via Dante	Residential	244.05	50.00	21.00	315.05
4176	Via Napoli	Residential	211.51	50.00	21.00	282.51
10446	Via Palma	Residential	296.55	50.00	21.00	367.55
11053	Wesley Avenue	Residential	237.65	50.00	21.00	308.65
10990	Whitewater Avenue	Residential	230.83	50.00	21.00	301.83
11178	Whitewater Avenue	Residential	237.62	50.00	21.00	308.62
4515	Yosemite Drive	Residential	237.62	50.00	21.00	308.62
4548	Yosemite Drive	Residential	238.47	50.00	21.00	309.47
		Total:	\$50,094.72	\$ 8,900	\$ 3,738	\$ 62,732.72