

**CITY COUNCIL, SUCCESSOR REDEVELOPMENT AGENCY,
MONTCLAIR HOUSING CORPORATION, MONTCLAIR
HOUSING AUTHORITY, AND MONTCLAIR COMMUNITY
FOUNDATION MEETINGS**

AGENDA

Monday, March 7, 2022
7:00 p.m.

Location

Council Chamber
5111 Benito Street
Montclair, CA 91763

Webinar Link

<https://zoom.us/j/93717150550>

Dial #

1-669-900-6833

Meeting ID

937-1715-0550



Mayor Javier "John" Dutrey
Mayor Pro Tem Bill Ruh
Council Members Tenice Johnson,
Council Member Corysa Martinez
Council Member Benjamin "Ben" Lopez

City Manager Edward C. Starr
City Attorney Diane E. Robbins
City Clerk Andrea M. Myrick



**REGULAR JOINT MEETING OF THE
CITY COUNCIL, SUCCESSOR AGENCY, MONTCLAIR HOUSING CORPORATION,
MONTCLAIR HOUSING AUTHORITY, AND MONTCLAIR COMMUNITY FOUNDATION**

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

Monday, March 7, 2022
7:00 p.m.

Remote Participation Information:

Zoom Link: <https://zoom.us/j/93717150550>
Dial Number: 1 (669) 900-6833
Meeting ID: 937-1715-0550

*If you want to make a public comment or speak on an agenda item, including public hearing and closed session items, please complete a Speaker Card in the Council Chambers or online at <https://www.cityofmontclair.org/public-comment/>. The Mayor/Chair (or the meeting's Presiding Officer) will call on those who submitted requests to speak at the appropriate times during the meeting. Those who did not submit a request to speak who are present at the meeting location may raise their hand during Public Comment to request to speak. Those participating remotely may request speak using the "raise hand" function in Zoom or may dial *9 if on the phone, and then *6 to un-mute when called on to speak. Written comments (200-word limit per agenda item, and 200-word limit for all non-agenda items combined) and requests to speak can also be emailed to cityclerk@cityofmontclair.org at least one hour before the meeting begins.*

Video recordings of Council meetings are available on the City's website at <https://www.cityofmontclair.org/council-meetings/> and can be accessed by the end of the business day following the meeting.

AGENDA

- I. CALL TO ORDER** City Council [CC], Successor Agency Board [SA],
Montclair Housing Corporation Board [MHC],
Montclair Housing Authority Commission [MHA],
Montclair Community Foundation Board [MCF]

II. INVOCATION

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

III. PLEDGE OF ALLEGIANCE

IV. ROLL CALL

V. PRESENTATIONS

- A.** Proclamation Declaring March 29, 2022 as "Vietnam War Veterans Day" in
the City of Montclair

VI. PUBLIC COMMENT

*During Public Comment, you may comment on any subject that **does not** appear on this agenda. Each speaker has up to five minutes. The meeting's presiding officer may provide more or less time to accommodate speakers with special needs or a large number of speakers waiting in line. (Government Code Section 54954.3).*

*If you did not submit a Speaker Card and would like to speak on an item on the **Consent Calendar**, please raise your hand during Public Comment to announce the agenda item you would like to provide comments on. The presiding officer will pull the item from the Consent Calendar and will then call on you to speak at the time of the item's consideration.*

Under the provisions of the Brown Act, the meeting bodies are prohibited from participating in substantial discussion of or taking action on items not listed on the agenda.

VII. PUBLIC HEARINGS

- A. First Reading – Consider Ordinance No. 22-1000 Adopting a Policy for the Use of Military Equipment by the Montclair Police Department [CC]

Consider Setting a Public Hearing for Monday, March 21, 2022, at 7:00 p.m. in the City Council Chambers to Consider Second Reading and Adoption of Ordinance No. 22-1000 [CC]

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VIII. CONSENT CALENDAR

- A. Approval of Minutes

- 1. Adjourned Meeting — February 16, 2022 [CC] 149
- 2. Special Meeting — March 1, 2022 [CC] 152
- 3. Regular Joint Meeting — February 22, 2022 [CC/SA/MHC/MHA/MCF] 153

- B. Administrative Reports

- 1. Consider Approval of Warrant Registers & Payroll Documentation [CC] 22
- 2. Consider Receiving and Filing a Status Report on Emergency Contracting Procedures for the Pacific Electric Trail Bridge Replacement Project and Determining There is a Need to Continue the Action [CC] 23

- C. Agreements

- 1. Consider Approval of Agreement No. 22-15 with Fairbank, Maslin, Maullin, Metz & Associates, Inc. (FM3) for Educational Outreach and Polling Services Subject to Any Revisions Deemed Necessary by the City Attorney [CC] 25

- 2. Consider Approval of Agreement No. 22-16 with Springbrook Software for Migration to the Latest Cloud-Based Solution [CC]
Consider Authorizing a \$60,103.80 Appropriation from the Technology Reserve Fund for Costs Associated with Agreement No. 22-16 [CC] 34

- 3. Consider Approval of Agreement No. 22-17 with KTU&A to Develop the Parks and Recreation Master Plan Subject to Any Revisions Deemed Necessary by the City Attorney [CC]
Consider Authorizing a \$200,000 Appropriation from 2021 Lease Revenue Bond Funds to Cover the Contract Amount and Reimbursable Expenses [CC] 43

- D. Resolutions

- 1. Consider Adoption of Resolution No. 22-3337 Authorizing Placement of Liens on Certain Properties for Delinquent Sewer and Trash Charges [CC] 130
- 2. Consider Adoption of Resolution No. 22-3338 Making Factual Findings in Compliance with AB 361 for the Continuation of Public Meeting Teleconferencing During Public Health Emergencies for the Period of March 7, 2022, through April 6, 2022 [CC] 136

IX. PULLED CONSENT CALENDAR ITEMS

X. COMMUNICATIONS

A. Department Reports

- 1. Public Works Department — Announcement of San Antonio Creek Trail Community Meeting #3 on Wednesday, March 16, 2022 via Zoom

B. City Attorney

C. City Manager/Executive Director

D. Mayor/Chairperson

E. Council Members/Directors

F. Committee Meeting Minutes *(for informational purposes only)*

- 1. Public Works Committee Meeting — August 19, 2021 [CC] 140
- 2. Public Works Committee Meeting — January 20, 2022 [CC] 144
- 3. Personnel Committee Meeting — February 22, 2022 [CC] 148

XI. ADJOURNMENT

This meeting will be adjourned in memory of Donna James

The next regular joint meeting of the City Council, Successor Agency Board, Montclair Housing Corporation Board, Montclair Housing Authority Commission, and Montclair Community Foundation Board will be held on Monday, March 21, 2022, at 7:00 p.m.

Reports, backup materials, and additional materials related to any item on this Agenda distributed to the meeting bodies after publication of the Agenda packet are available for public inspection in the Office of the City Clerk between 7:00 a.m. and 6:00 p.m., Monday through Thursday. Please call the City Clerk's Office at (909) 625-9416 or send an e-mail to cityclerk@cityofmontclair.org to request documents via e-mail.

If you need special assistance to participate in this meeting, please contact the City Clerk's Office at (909) 625-9416 or e-mail cityclerk@cityofmontclair.org. Notification 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. Myrick, 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 City's website at <https://www.cityofmontclair.org/agendas/> and on the bulletin board adjacent to the north door of Montclair City Hall at 5111 Benito Street, Montclair, CA 91763 on Thursday, March 3, 2022.



CITY COUNCIL AGENDA REPORT

DATE:	MARCH 7, 2022	FILE I.D.:	PDT360
SECTION:	PUBLIC HEARINGS	DEPT.:	POLICE
ITEM NO.:	A	PREPARER:	J. MICHEL

SUBJECT: FIRST READING - CONSIDER ORDINANCE NO. 22-1000 ADOPTING A POLICY FOR THE USE OF MILITARY EQUIPMENT BY THE MONTCLAIR POLICE DEPARTMENT

CONSIDER SETTING A PUBLIC HEARING FOR MONDAY, MARCH 21, 2022, AT 7:00 P.M. IN THE CITY COUNCIL CHAMBERS TO CONSIDER SECOND READING AND ADOPTION OF ORDINANCE NO. 22-1000

REASON FOR CONSIDERATION: A recently implemented state law requires local Police Departments to implement a new military equipment use policy via ordinance. Staff has drafted the new policy and Ordinance No. 22-1000 adopting the policy.

The City Council adopts ordinances to make changes to the Montclair Municipal Code (MMC) and set local regulations. Adopting an ordinance requires two readings, each held at separate public hearings before the City Council. An ordinance may be adopted only after the second reading is held at a regular City Council meeting occurring at least five days after the introduction of the proposed ordinance. If substantial changes to the ordinance are approved, the amended ordinance must be re-introduced at a public hearing at least five days prior to conducting the second reading and adopting the ordinance.

The City Council is requested to conduct the first reading of Ordinance No. 22-1000 adopting the proposed Montclair Police Department Military Equipment Policy and schedule the second reading and adoption for Monday, March 21, 2022, at 7:00 p.m. in the City Council Chambers.

Proposed Ordinance No. 22-1000 and the draft Montclair Police Department Military Equipment Policy are attached for City Council review and consideration.

BACKGROUND: On September 30, 2021, Governor Newsom signed into law seven major peace officer reform bills, including Assembly Bill 481, which was authored by Assembly member David Chieu (D-San Francisco) to address the funding, acquisition, and use of items lawmakers deem to be considered military equipment.

This bill requires law enforcement agencies, including the Montclair Police Department, “to obtain approval of the applicable governing body, by adoption of a military equipment use policy, as specified, by ordinance at a regular meeting held pursuant to specified open meeting laws, prior to taking certain actions relating to the funding, acquisition, or use of military equipment, as defined.”

Furthermore, AB 481 requires similar approval for the continued use of military equipment acquired by the Montclair Police Department prior to January 1, 2022, and allows the governing body to approve the funding, acquisition, or use of military equipment within its jurisdiction only if it determines that the equipment meets specified standards. AB 481 requires each law enforcement agency’s governing body to adopt a written military equipment use policy by ordinance in a public forum by April 30, 2022, to continue using this previously acquired military equipment, effective May 1, 2022.

AB 481 Definition of Military Equipment (Government Code 7070)

Assembly Bill 481 has created Government Code 7070 to designate the following 15 categories of items as military equipment:

- **Category 1:** Unmanned, remotely piloted, powered aerial or ground vehicles
- **Category 2:** Mine-resistant ambush-protected vehicles or armored personnel carriers
- **Category 3:** High mobility multipurpose wheeled vehicles (HMMWV), two-and-one-half-ton trucks, five-ton trucks, or wheeled vehicles that have a breaching or entry apparatus attached
- **Category 4:** Tracked armored vehicles that provide ballistic protection to their occupants
- **Category 5:** Command and control vehicles that are either built or modified to facilitate the operational control and direction of public safety units
- **Category 6:** Weaponized aircraft, vessels, or vehicles of any kind
- **Category 7:** Battering rams, slugs, and breaching apparatuses that are explosive in nature
- **Category 8:** Firearms and ammunition of .50 caliber or greater, excluding standard-issue shotguns and standard-issue shotgun ammunition
- **Category 9:** Specialized firearms and ammunition of less than .50 caliber, including firearms and accessories identified as assault weapons in Penal Code § 30510 and Penal Code §30515, with the exception of standard-issue handguns
- **Category 10:** Any firearm or firearm accessory that is designed to launch explosive projectiles
- **Category 11:** Noise-flash diversionary devices and explosive breaching tools
- **Category 12:** Munitions containing tear gas or OC, excluding standard, service-issued handheld pepper spray
- **Category 13:** TASER® Shockwave, microwave weapons, water cannons, and long-range acoustic devices
- **Category 14:** Kinetic energy weapons and munitions
- **Category 15:** Any other equipment as determined by a governing body or a state agency to require additional oversight

The Montclair Police Department is in current possession of items in Categories 2, 5, 9, 12, and 14 from the above list.

In accordance with the procedure set forth under AB 481, the Police Department's draft Military Equipment Policy §707 was first made available on the Police Department's website on February 3, 2022—more than 30 days before the public meeting at which the policy is to be first considered by the City Council. The draft Military Equipment Policy includes a list of newly defined military equipment currently in the Montclair Police Department's possession. The city's website provides a means for the public to submit complaints, concerns, or questions about the use of each specific type of military equipment.

AB 481 Approval of the Military Equipment Use Policy (Government Code 7070)

Subsection (d)(1) of GC 7070 states the following:

"The governing body shall only approve a military equipment use policy pursuant to this chapter if it determines all of the following:

(A) The military equipment is necessary because there is no reasonable alternative that can achieve the same objective of officer and civilian safety.

(B) The proposed military equipment use policy will safeguard the public's welfare, safety, civil rights, and civil liberties.

(C) If purchasing the equipment, the equipment is reasonably cost effective compared to available alternatives that can achieve the same objective of officer and civilian safety.

(D) Prior military equipment use complied with the military equipment use policy that was in effect at the time, or if prior uses did not comply with the accompanying military equipment use policy, corrective action has been taken to remedy nonconforming uses and ensure future compliance."

The military equipment identified in the Military Equipment Policy is necessary because there are no reasonable alternatives that can achieve the same objectives of officer and civilian safety. The Military Equipment Policy will safeguard the public's welfare, safety, civil rights, and civil liberties. The military equipment identified in the Military Equipment Policy is reasonably cost effective compared to available alternatives that can achieve the same objective of officer and civilian safety. All prior military equipment use complied with the City's policies that were in effect at the time. Additionally, all items currently in possession of the Montclair Police Department have been approved during the associated budgetary periods commensurate with the items purchased.

AB 481 Annual Reporting Requirements (Government Code 7072)

Should the Police Department receive approval from the City Council for a military equipment use policy pursuant to Government Code Section 7071, the Police Department will submit an annual report for each type of military equipment used within one year of approval, and annually thereafter.

At a minimum, and as required by Government Code Section 7072(a), the report will include the following:

(1) A summary of how the military equipment was used and the purpose of its use.

(2) A summary of any complaints or concerns received concerning the military equipment.

(3) The results of any internal audits, any information about violations of the military equipment use policy, and any actions taken in response.

(4) The total annual cost for each type of military equipment, including acquisition, personnel, training, transportation, maintenance, storage, upgrade, and other ongoing costs, and from what source funds will be provided for the military equipment in the calendar year following submission of the annual military equipment report.

(5) The quantity possessed for each type of military equipment.

(6) If the law enforcement agency intends to acquire additional military equipment in the next year, the quantity sought for each type of military equipment.

Should the City Council choose to adopt proposed Ordinance No. 22-1000, AB 481 would require the City Council to review the ordinance at least annually and vote on whether to renew the ordinance. This would include a review of whether each type of military equipment identified in the annual report provided by the Police Department has complied with the standard for approval. The Police Department's annual report would include the use of military equipment, any complaints received, any internal audits or other information about violations of the Montclair Police Department Military Equipment

Policy §707, and the cost of such use and other similar information. The Police Department's webpage would be utilized for distribution of any updates to the above materials, as well as the annual report. If approved by the City Council, the Police Department's first annual report would be distributed on or around March 2023.

Conclusion

Staff believes the proposed Ordinance and Policy of the Police Department is compliant with the State regulations as described under AB 481. The intent of AB 481 is to increase transparency, accountability, and oversight surrounding the use of military equipment. Moreover, the military equipment currently in use by the Police Department provides police officers equipment essential to day-to-day patrol operations, responses to critical incidents, and protects and promotes the welfare and safety of the community we serve.

Accordingly, staff recommends City Council approval of the proposed Ordinance and Policy of the Police Department.

Environmental Review

This ordinance is not a project within the meaning of Section 15378 of the California Environmental Quality Act (CEQA) Guidelines because it has no potential to result in physical change in the environment, directly or indirectly. This ordinance is also exempt under CEQA Guideline 15061(b)(3) because it can be seen with certainty that there is no possibility that the ordinance may have a significant effect on the environment.

FISCAL IMPACT: Adoption of Ordinance No. 22-1000 and Policy 707 for the use of military equipment by the Montclair Police Department would create no direct fiscal impact to the City's General Fund. Indirect costs would include staff time for compiling reports and responding to complaints in connection with the policy.

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

1. Introduce and conduct the first reading of Ordinance No. 22-1000 adopting a policy for the use of military equipment by the Montclair Police Department.
2. Set a public hearing for Monday, March 21, 2022, at 7:00 p.m. in the City Council Chambers to consider second reading and adoption of Ordinance No. 22-1000 and policy for the use of military equipment by the Montclair Police Department.

ORDINANCE NO. 22-1000

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF
MONTCLAIR ADOPTING A POLICY FOR THE USE OF MILITARY
EQUIPMENT BY THE MONTCLAIR POLICE DEPARTMENT

WHEREAS, on September 30, 2021, Governor Gavin Newsom signed into law Assembly Bill 481, relating to the use of military equipment by law enforcement agencies; and

WHEREAS, Assembly Bill No. 481 (AB 481), codified as Government Code sections 7070 through 7075, requires law enforcement agencies to obtain approval of the applicable governing body, by an ordinance adopting a “military equipment” use policy, at a regular meeting held pursuant to open meeting laws, prior to taking certain actions relating to the funding, acquisition, or use of military equipment. The term “military equipment” is defined in California Government Code section 7070; and

WHEREAS, AB 481 allows the governing body of a city to approve the funding, acquisition, or use of military equipment within its jurisdiction only if it makes specified determinations; and

WHEREAS, the proposed military equipment use policy is attached hereto as Exhibit “A” and incorporated herein by this reference (the “Military Equipment Policy”); and

WHEREAS, the Military Equipment Policy was published on the Montclair Police Department’s internet website on February 3, 2022, more than 30 days before the Military Equipment Policy was first considered at a public hearing before the City Council on March 7, 2022; and

WHEREAS, the Military Equipment Policy meets the requirements of California Government Code section 7070, subdivision (d).

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

SECTION I. Recitals. The above recitals are hereby declared to be true and correct and represent the findings of the City Council made in exercise of its independent judgment.

SECTION II. Determinations. Based on the above facts, in addition to information provided to the City Council at the public meeting, the City Council approves and adopts the Military Equipment Policy, based on the following findings:

1. The military equipment identified in the Military Equipment Policy is necessary because there are no reasonable alternatives that can achieve the same objectives of officer and civilian safety.
2. The Military Equipment Policy will safeguard the public’s welfare, safety, civil rights, and civil liberties.
3. The military equipment identified in the Military Equipment Policy is reasonably cost effective compared to available alternatives that can achieve the same objective of officer and civilian safety.
4. All prior military equipment use complied with the City’s policies that were in effect at the time.

SECTION III. Environmental Review. This Ordinance is not a project within the meaning of Section 15378 of the California Environmental Quality Act (CEQA) Guidelines because it has no potential to result in physical change in the environment, directly or indirectly. This Ordinance is also exempt under CEQA Guideline 15061(b)(3) because it can be seen with certainty that there is no possibility that the Ordinance may have a significant effect on the environment.

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

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

APPROVED AND ADOPTED this XX day of XX, 2022.

Mayor

ATTEST:

City Clerk

I, Andrea M. Myrick, City Clerk of the City of Montclair, DO HEREBY CERTIFY that the foregoing is a true and correct copy of Ordinance No. 22-1000 of said City, which was introduced at a regular meeting of the City Council held on the XX day of XX, 2022, and finally passed not less than five (5) days thereafter on the XX day of XX, 2022, by the following vote, to-wit:

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

Andrea M. Myrick
City Clerk

Military Equipment

707.1 PURPOSE AND SCOPE

The purpose of this policy is to provide guidelines for the approval, acquisition, and reporting requirements of military equipment (Government Code § 7070; Government Code § 7071; Government Code § 7072).

707.1.1 DEFINITIONS

Definitions related to this policy include (Government Code § 7070):

Governing body – The elected or appointed body that oversees the Department.

Military equipment – Includes but is not limited to the following:

- Unmanned, remotely piloted, powered aerial or ground vehicles.
- Mine-resistant ambush-protected (MRAP) vehicles or armored personnel carriers.
- High mobility multipurpose wheeled vehicles (HMMWV), two-and-one-half-ton trucks, five-ton trucks, or wheeled vehicles that have a breaching or entry apparatus attached.
- Tracked armored vehicles that provide ballistic protection to their occupants.
- Command and control vehicles that are either built or modified to facilitate the operational control and direction of public safety units.
- Weaponized aircraft, vessels, or vehicles of any kind.
- Battering rams, slugs, and breaching apparatuses that are explosive in nature. This does not include a handheld, one-person ram.
- Firearms and ammunition of .50 caliber or greater, excluding standard-issue shotguns and standard-issue shotgun ammunition.
- Specialized firearms and ammunition of less than .50 caliber, including firearms and accessories identified as assault weapons in Penal Code § 30510 and Penal Code § 30515, with the exception of standard-issue firearms.
- Any firearm or firearm accessory that is designed to launch explosive projectiles.
- Noise-flash diversionary devices and explosive breaching tools.
- Munitions containing tear gas or OC, excluding standard, service-issued handheld pepper spray.
- TASER® Shockwave, microwave weapons, water cannons, and long-range acoustic devices (LRADs).
- Kinetic energy weapons and munitions.
- Any other equipment as determined by a governing body or a state agency to require additional oversight.

Montclair Police Department

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Military Equipment

707.2 POLICY

It is the policy of the Montclair Police Department that members of this department comply with the provisions of Government Code § 7071 with respect to military equipment.

707.3 MILITARY EQUIPMENT COORDINATOR

The Chief of Police should designate a member of this department to act as the military equipment coordinator. The responsibilities of the military equipment coordinator include but are not limited to:

- (a) Acting as liaison to the governing body for matters related to the requirements of this policy.
- (b) Identifying department equipment that qualifies as military equipment in the current possession of the Department, or the equipment the Department intends to acquire that requires approval by the governing body.
- (c) Conducting an inventory of all military equipment at least annually.
- (d) Collaborating with any allied agency that may use military equipment within the jurisdiction of Montclair Police Department (Government Code § 7071).
- (e) Preparing for, scheduling, and coordinating the annual community engagement meeting to include:
 1. Publicizing the details of the meeting.
 2. Preparing for public questions regarding the department's funding, acquisition, and use of equipment.
- (f) Preparing the annual military equipment report for submission to the Chief of Police and ensuring that the report is made available on the department website (Government Code § 7072).
- (g) Establishing the procedure for a person to register a complaint or concern, or how that person may submit a question about the use of a type of military equipment, and how the Department will respond in a timely manner.

707.4 MILITARY EQUIPMENT INVENTORY

The following constitutes a list of qualifying equipment for the Department:

~~[Insert attachment here]~~ [_See attachment: Military Equipment Inventory 020322.pdf](#)

707.5 APPROVAL

The Chief of Police or the authorized designee shall obtain approval from the governing body by way of an ordinance adopting the military equipment policy. As part of the approval process, the Chief of Police or the authorized designee shall ensure the proposed military equipment policy is submitted to the governing body and is available on the department website at least 30 days prior to any public hearing concerning the military equipment at issue (Government Code § 7071). The military equipment policy must be approved by the governing body prior to engaging in any of the following (Government Code § 7071):

Montclair Police Department

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Military Equipment

- (a) Requesting military equipment made available pursuant to 10 USC § 2576a.
- (b) Seeking funds for military equipment, including but not limited to applying for a grant, soliciting or accepting private, local, state, or federal funds, in-kind donations, or other donations or transfers.
- (c) Acquiring military equipment either permanently or temporarily, including by borrowing or leasing.
- (d) Collaborating with another law enforcement agency in the deployment or other use of military equipment within the jurisdiction of this department.
- (e) Using any new or existing military equipment for a purpose, in a manner, or by a person not previously approved by the governing body.
- (f) Soliciting or responding to a proposal for, or entering into an agreement with, any other person or entity to seek funds for, apply to receive, acquire, use, or collaborate in the use of military equipment.
- (g) Acquiring military equipment through any means not provided above.

707.6 COORDINATION WITH OTHER JURISDICTIONS

Military equipment should not be used by any other law enforcement agency or member in this jurisdiction unless the military equipment is approved for use in accordance with this policy.

707.7 ANNUAL REPORT

Upon approval of a military equipment policy, the Chief of Police or the authorized designee should submit a military equipment report to the governing body for each type of military equipment approved within one year of approval, and annually thereafter for as long as the military equipment is available for use (Government Code § 7072).

The Chief of Police or the authorized designee should also make each annual military equipment report publicly available on the department website for as long as the military equipment is available for use. The report shall include all information required by Government Code § 7072 for the preceding calendar year for each type of military equipment in department inventory.

707.8 COMMUNITY ENGAGEMENT

Within 30 days of submitting and publicly releasing the annual report, the Department shall hold at least one well-publicized and conveniently located community engagement meeting, at which the Department should discuss the report and respond to public questions regarding the funding, acquisition, or use of military equipment.

Attachments

Military Equipment Inventory 020322.pdf



Montclair Police Department

Military Equipment List

1. Armored Personnel Carrier, vehicle with entry apparatus attached (Category 2)

a. Quantity, Description, Capabilities, and Purchase Cost:

One (1) "Peacekeeper" brand Armored Rescue Vehicle, Cadillac Gage Peacekeeper, built on a 1980 Dodge chassis; Cost: Obtained through the California State Agency for Surplus Property in 2002 as non-operable, and refurbished through donations by various local vendors; The Peacekeeper is designed to provide ballistic protection during tactical events (designed to withstand multiple bullet strikes from small arms fire as well as low level explosions). Equipped with emergency lights/siren and a public address system. Common uses for the Peacekeeper include citizen and officer rescues, evacuations, and the deployment of officers and approved equipment. The Peacekeeper is a regional mutual-aid asset that has been requested and deployed to surrounding cities as well as public community outreach events for display.

b. Purpose:

To be used in response to critical incidents to enhance officer and community safety, improve scene containment and stabilization, assist in resolving critical incidents, or display at a community event that is taking place.

c. Authorized Use:

The use of armored vehicles shall only be authorized by a Watch Commander based on the specific circumstances of a given critical incident. Armored vehicles shall be used only by officers trained in their deployment and in a manner consistent with Department policy and training.

d. Expected Lifespan:

25 years (Expired) Due for replacement.

e. Fiscal Impact:

Annual maintenance cost estimated between \$0 and \$1000 annually

2. Command and Control Vehicles (Category 5)

a. Quantity, Description, Capabilities, and Purchase Cost:

One (1) Model Year 2014 "Ultra Haulers" brand Command Trailer; Cost: \$37,286,. The Command Trailer is a mobile command post and an equipment storage trailer. Computerized screen used for tracking operations or projecting public information on the exterior. Desk with radios for dispatch on the interior.

Several storage areas for the different equipment used by department members. Water, generator, tables, chairs and televisions.

- b. **Purpose:**
To be used based on the specific circumstances of a given critical incident, large event, natural disaster, or display at a community event that is taking place.
- c. **Authorized Use:**
The Command Trailer shall be used by officers trained in its deployment and in a manner consistent with Department policy and training. The driver of the vehicle towing the trailer shall have a valid California driver's license.
- d. **Expected Lifespan:**
25 Years
- e. **Fiscal Impact:**
Annual maintenance cost estimated between \$0 and \$1000 annually.

3. **Specialized Firearms and Ammunition (Category 9)**

- a. **Quantity, Description, Capabilities, and Purchase Cost:**
Twenty-four (24) Colt Carbine Rifle LE6945CQB firearms, capable of accurately stopping an armed subject at various distances. The Colt Carbine Rifle is a lightweight, air-cooled, gas operated, magazine fed, shoulder fired weapon, designed for semi-automatic fire. The Carbine Rifle does not have an expiration and will need to be serviced or replaced when the rifle fails or breaks. The 5.56 NATO cartridge is used as a lethal option designed to stop a violent encounter. The projectile is capable of penetrating soft body armor worn by armed subjects. Cost: The purchase of the rifles was a "\$0" cost in 2015, as the Department was credited for an exchange of previously owned rifles. Optics for \$9,795 and suppressors for \$7,694 were purchased to make the rifle patrol ready.
 - I. The Hornady 5.56 NATO, 75 grain, BTHP T2 Tap Precision cartridge is the primary duty ammunition deployed during potential lethal encounters.
- b. **Purpose:**
To be used as precision weapons to address a threat with more precision and/or at greater distances than a handgun, if present and feasible within Department Policy and Applicable Law
- c. **Authorized Use:**
Only members that are POST certified Peace Officers, and have completed the POST Firearms / Tactical Rifle Course
- d. **Expected Lifespan:**
 - I. Carbine Rifle – No expiration.
 - II. The Hornady 5.56 NATO, 75 grain BTHP T2 TAP – No expiration.
- e. **Fiscal Impact:**
 - I. Carbine Rifle – Annual cost between \$0 - \$1000.
 - II. The Hornady 5.56 NATO, 75 grain BTHP T2 TAP– Annual cost between \$0 - \$1,380 for all rifles combined, duty ammunition, excluding training rounds.

4. Tear Gas (Category 12)

a. Quantity, Description, Capabilities, and Purchase Cost:

Various Quantities of Chemical agent munitions, which are commonly referred to as “tear gas,” are used by the Montclair Police Department as a non-lethal tool to disperse rioting suspects and on barricaded suspects per Montclair Police Department Policy and applicable law. The Montclair Police Department uses chemical agents which are used by law enforcement across the United States: CS (2 Chlorobenzylidenemalononitrile) and OC (Oleoresin Capsicum). CS is an irritating agent and lachrymator (irritates the eyes and causes tears to flow). CS has been medically tested in the UK and US, specifically by the U.S. Army. There are no known allergic reactions to CS. OC was de-regulated in California in 1996, is endorsed by the FBI, and is available to civilians to legally possess (2.5 oz. or less). OC is an inflammatory agent which causes involuntary closure of eyes (open in 2-5 minutes) and respiratory inflammation (subsides in approximately 2 minutes).

- I. Pocket Tactical SAF-Smoke White™ – Pyrotechnic grenade emitting non-irritant SAF Smoke through multiple emission ports for 20 to 30 seconds to cover small areas. May be launched or hand-thrown Cost: \$17.50 per munition.
- II. SAF-Smoke White™ – Pyrotechnic grenade emitting non-irritant SAF Smoke through multiple emission ports for 30 to 40 seconds to cover large areas. May be launched or hand-thrown Cost: \$33.83 per munition.
- III. 8230 – Pyrotechnic canister grenade emitting CS smoke through multiple emission ports for 20 to 30 seconds. May be launched or hand-thrown. Cost: \$17.50 per munition.
- IV. 9230 – The 9230 CS Jet-Lite Rubber Ball Grenade is one of the smaller diameter burning grenades that discharges a high volume of chemical agents through multiple emission ports. Can be hand thrown. Cost: \$29.26 per munition.
- V. 9590 – Stinger™ 32-Caliber Rubber Balls is designed to deliver rubber pellets from a handheld rubber ball grenade to disperse the intended target. Cost: \$56.80 per munition.
- VI. Spede-Heat SAF Smoke™ 40mm Short Range Round incorporates an aluminum shell and utilizes black powder as the propellant. The Spede-Heat™ 40mm Short Range Round is designed to deliver one dual-ported chemical canister from a 40mm launcher 75 yards to the intended target zone. Cost: \$26.40 per munition.
- VII. 4558 – 40mm Short Range Rubber Pellets incorporates an aluminum shell and utilizes black powder as the propellant. The 4558 40mm Short Range Round is designed to deliver 60 caliber rubber pellets from a 40mm launcher at close range to disperse the intended target. Cost: \$25.60 per munition.
- VIII. 4233 – 40mm Short Range CS Round incorporates an aluminum shell and utilizes black powder as the propellant. The 4233 40mm Short Range Round is designed to deliver three multi-ported chemical canisters from a 40mm launcher 75 yards to the intended target zone. Cost: \$40.05 per munition.
- IX. 5231 – CS Pyrotechnic grenade emitting CS smoke through three chemical canister that discharges a high volume of chemical agents through multiple emission ports to the intended target zone. Cost: \$34.61 per munition.

b. **Purpose:**

To limit the escalation of conflict where employment of lethal force is prohibited or undesirable. Situations for use of the less-lethal weapon systems may include, but are not limited to:

- i. Self-destructive, dangerous and/or combative individuals.
- ii. Riot/crowd control and civil unrest incidents.
- iii. Circumstances where a tactical advantage can be obtained.
- iv. Potentially vicious animals.
- v. Training exercises or approved demonstrations.

c. **Authorized Use:**

Only officers who have received POST certification or manufacturer-specific training in the use of chemical agents are authorized to use chemical agents.

d. **Expected Lifespan:**

- I. Pocket Tactical SAF-Smoke White™ – 5 years
- II. SAF-Smoke White™ – 5 years
- III. 8230 – 5 years
- IV. 9230 – 5 years
- V. 9590 – 5 years
- VI. Spede-Heat SAF Smoke™ 40mm – 5 years
- VII. 4558 – 5 years
- VIII. 4233 – 5 years
- IX. 5231 – 5 years

e. **Fiscal Impact:**

- I. Pocket Tactical SAF-Smoke White™ – Estimated between \$0 and \$140 annually.
- II. SAF-Smoke White™ – Estimated between \$0 and \$271 annually.
- III. 8230 – Estimated between \$0 and \$140 annually.
- IV. 9230 – Estimated between \$0 and \$234 annually.
- V. 9590 – Estimated between \$0 and \$341 annually.
- VI. Spede-Heat SAF Smoke™ 40mm – estimated between \$0 and \$211 annually.
- VII. 4558 – Estimated between \$0 and \$213 annually.
- VIII. 4233 – Estimated between \$0 and \$641 annually.
- IX. 5231 – Estimated between \$0 and \$347 annually.

5. **PepperBall Launcher (Category 12)**

a. **Quantity, Description, Capabilities, and Purchase Cost:**

Four (4) Launchers that a part of a system that uses high-pressure air to deliver PAVA powder projectiles (similar to a paintball delivery system). System capable of launching projectiles at a subject up to 60'. System capable of area saturation up to 160'. Non-lethal option to offer law enforcement officers to deliver chemical agents and kinetic energy impacts to subjects in a potentially violent encounter. De-Escalation tool used to avoid further injuries or lethal options on a subject; Cost: Unknown as items were purchased @ 20 years ago. Due for Replacement.

- I. PepperBall LIVE PROJECTILE, The basic PepperBall projectile contains 2.5 grams of PAVA pepper powder, and is designed for direct impact and area saturation, especially in confined, interior spaces. Discharged from a PepperBall Launcher, the projectile has a velocity of 280-350 FPS. The projectile has a direct impact

of 60 feet and an area of saturation of 150+feet. The projectile contains 0.5% PAVA Powder; Cost: \$967.

- II. PepperBall Glass Breaker Projectiles, a solid projectile used to shatter windows only. Discharged from a PepperBall Launcher, the projectile has a velocity of 280-350 FPS; Cost: \$54.

b. **Purpose:**

To limit the escalation of conflict where employment of lethal force is prohibited or undesirable. Situations for use of the less-lethal weapon systems may include but, are not limited to:

- i. Self-destructive, dangerous and/or combative individuals.
- ii. Riot/crowd control and civil unrest incidents.
- iii. Circumstances where a tactical advantage can be obtained.
- iv. Potentially vicious animals.
- v. Training exercises or approved demonstrations.

c. **Authorized Use:**

Only those officers who have been trained in the use of PepperBall launchers are authorized to use the PepperBall launchers.

d. **Expected Lifespan:**

- I. PepperBall Launcher – No expiration
- II. Live Projectile – 3 year
- III. Glass Breaker Projectiles – No expiration

e. **Fiscal Impact:**

- I. PepperBall Launcher – Estimated between \$0 and \$1000 annually.
- II. Live Projectile – Estimated between \$0 and \$967 annually.
- III. Glass Breaker Projectiles – Estimated between \$0 and \$54 annually.

6. **Projectile Launch platforms and associated munitions (Category 14)**

a. **Quantity, Description, Capabilities, and Purchase Cost:**

Two (2) Defense Technology 40mm Single Launcher: Cost: Unknown, purchased @ 20 years ago. The Defense Technology 40mm Single Launcher is not a firearm, but a Less-Lethal launching system that uses smokeless powder to deliver 40MM projectiles from a safe distance. The Less-Lethal launcher is capable of launching 40MM munitions at a subject up to 40 yards. The Less-Lethal launcher is a single launcher, which allows the Officer to assess after every spent munition. Less-Lethal launcher does not have an expiration and will need to be serviced or replaced when the launcher fails or breaks.

- I. The 40MM munition is a Direct Impact Spin Stabilized Smokeless Sponge Munition. The Sponge Baton munition is used as a Less-Lethal weapon designed to de-escalate a potentially violent encounter; Cost: \$17.50 per unit.

b. **Quantity, Description, Capabilities, and Purchase Cost:**

Twenty-three (23) Remington 870 12 Gauge Multi-Shot Beanbag Launcher: Cost: Unknown, purchased over 25 years ago. The Remington 870 12 Gauge Multi-Shot Beanbag Launcher is a converted Remington 870 used as a Less-

Lethal launching system. The launching system uses smokeless powder to deliver a 12 gauge 40-gram lead-filled cotton-ballistic fiber blend projectile from a safe distance. The Less-Lethal launcher is capable of launching munitions at a subject up to 75 feet. The Less-Lethal launcher is a pump-action launcher, which allows the officer to assess after every spent munition. Less-Lethal launcher does not have an expiration and will need to be serviced or replaced when the launcher fails or breaks.

- I. ALS1212T – 12 gauge 40-gram lead-filled cotton-ballistic fiber blend stabilized bean bag munition is designed to produce blunt trauma and pain compliance. The bean bag munition is used as a Less-Lethal weapon designed to de-escalate a potentially violent encounter; Cost: \$1,117.

c. **Purpose:**

To limit the escalation of conflict where employment of lethal force is prohibited or undesirable.

d. **Authorized Use:**

Situations for use of the less-lethal weapon systems may include, but are not limited to:

- i. Self-destructive, dangerous and/or combative individuals.
- ii. Riot/crowd control and civil unrest incidents.
- iii. Circumstances where a tactical advantage can be obtained.
- iv. Potentially vicious animals.
- v. Training exercises or approved demonstrations.

e. **Expected Lifespan:**

- I. 40mm Launcher: No expiration
- II. 40mm Sponge Munition – 5 years
- III. Bean Bag Launcher – 5 years
- IV. Bean Bag Munitions – 5 years

f. **Fiscal Impact:**

- I. 40mm Launcher – Estimated between \$0 and \$1000 annually
- II. 40mm Sponge Munition – Estimated between \$0 and \$1000 annually.
- III. Bean Bag Launcher – Estimated between \$0 and \$1000 annually.
- IV. Bean Bag Munitions – Estimated between \$0 and \$1117 annually.

8. **Long Range Acoustic Device (Category 13)**

a. **Quantity, Description, Capabilities, and Purchase Cost:**

One (1). The Montclair Police Department shares a Genasys Systems Long Range Acoustic Device LRAD-1000 with the cities of Ontario, Chino, and Upland. The device is owned by the San Bernardino County Sheriff's Department. The device is a power-efficient, long-distance communication system designed for applications ranging from critical infrastructure protection, border and port security, and search and rescue applications. It features a rugged carbon fiber emitter head integrated with electronics and amplification has an extremely high decibel capacity. The device is used as a less-lethal weapon for crowd control and broadcasting emergency messages; Cost: \$0;

- b. **Purpose:**
To limit the escalation of conflict where deployment of higher force is prohibited or undesirable.

- c. **Authorized Use:**
Only Montclair officers who are trained in the use of the device shall be authorized to deploy the device. Situations for use of the less lethal weapon system may include, but are not limited to:
 - i. Riot/crowd control and civil unrest incidents.
 - ii. Circumstances where a tactical advantage can be obtained.
 - iii. Training exercises or approved demonstrations.

- d. **Expected Lifespan:**
 - I. Long Range Acoustic Device: No expiration

- e. **Fiscal Impact:**
 - I. Long Range Acoustic Device: \$0 annually.



CITY COUNCIL AGENDA REPORT

DATE:	MARCH 7, 2022	FILE I.D.:	FIN540
SECTION:	CONSENT - ADMIN. REPORTS	DEPT.:	FINANCE
ITEM NO.:	1	PREPARER:	L. LEW/V. FLORES
SUBJECT:	CONSIDER APPROVAL OF WARRANT REGISTER AND PAYROLL DOCUMENTATION		

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

BACKGROUND: Mayor Pro Tem Ruh has examined the Warrant Register dated March 7, 2022, and the Payroll Documentation dated February 13, 2022, and recommends their approval.

FISCAL IMPACT: The Warrant Register dated March 7, 2022, totals \$732,918.97.

The Payroll Documentation dated February 13, 2022 totals \$662,364.41 gross, with \$461,758.46 net being the total cash disbursement.

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



CITY COUNCIL AGENDA REPORT

DATE:	MARCH 7, 2022	FILE I.D.:	TRN110A
SECTION:	CONSENT - ADMIN. REPORTS	DEPT.:	PUBLIC WORKS
ITEM NO.:	2	PREPARER:	S. STANTON
SUBJECT:	CONSIDER RECEIVING AND FILING A STATUS REPORT ON EMERGENCY CONTRACTING PROCEDURES FOR THE PACIFIC ELECTRIC TRAIL BRIDGE REPLACEMENT PROJECT AND DETERMINING THERE IS A NEED TO CONTINUE THE ACTION		

REASON FOR CONSIDERATION: By City Council action on April 19, 2021, Resolution No. 21-3307 was adopted, declaring a need for emergency contracting procedures for the Pacific Electric (PE) Trail Bridge Replacement Project. Under Public Contract Code Section 22050, the governing body must review the emergency action at every regularly scheduled meeting after making the declaration to determine the need to continue the action by a fourth-fifths majority vote.

BACKGROUND: The City of Montclair, in coordination with San Bernardino County Transportation Authority (SBCTA), constructed a multi-purpose trail linking cities from Claremont to Rialto along the famous Pacific Electric Railway Line. This 21-mile trail is a vital component of our Active transportation and Healthy Montclair programs. The trail provides recreational and alternative transportation opportunities for cyclists, pedestrians, runners, and equestrians and links residents and the commuting public to schools, jobs, and our regional transportation hub. The 20-acre Montclair Transcenter is the largest facility of its kind between Union Station in Los Angeles and the San Bernardino County station. It conveniently connects the region's fixed-route commuter rail, bus service, and rideshare programs in one centrally located area. The Pacific Electric trail is a vital connection to this important transportation hub.

On March 21, 2021, the PE Trail Bridge was damaged due to a fire and closed to active transportation traffic. The closure of the bridge disrupts the regional connections of the PE Trail. A structural engineer who investigated the magnitude and extent of the damage declared the PE Trail bridge a total loss and recommended replacement. The replacement will be a prefabricated steel truss bridge to mitigate the risks that left the existing bridge vulnerable to fire. A steel truss bridge provides the best combination of long-term value and affordability while also recognizing the need for a speedy replacement of this vital piece of infrastructure. The use of a prefabricated bridge saves valuable time since a state-licensed structural engineer has preapproved its design. Compared to a wooden structure, the construction of the steel truss bridge is completed at an accelerated pace since it is delivered assembled and dropped into place.

The City of Montclair is a healthier and more equitable City due to safer and more connected roadways through active transportation options. SBCTA recognizes the value and importance of the PE trail. To that end, SBCTA has shown good faith and leadership by graciously offering to cover a percent of the cost, up to \$100,000, to replace the bridge through their TDA Grant Program. On June 2, 2021, the SBCTA Board of Directors authorized the release of the TDA Article 3 Call for Projects for bicycle and pedestrian improvement projects. The City applied for the grant, and SBCTA's General Policy

Committee awarded \$227,544 for the Project. The City will cash flow the Project and seek reimbursement from SBCTA at a future date.

Currently, Pacific Electric Trail commuters are being detoured from the regional trail to Arrow Highway. To reduce the impact of the bridge closure, City staff will continue to work diligently through the use of the emergency contracting procedures to hire various consultants and contractors to complete the bridge replacement. Contech Engineered Solutions will fabricate the bridge. Biggs Cardosa Associates (BCA), a structural engineering consultant, will design the bridge deck and modify the existing bridge substructure and foundations to accept the new bridge. Additionally, Environmental permits and studies are required to clear the Project through the California Environmental Quality Act (CEQA) and U.S. Army Corps permitting process.

March 7, 2022 Update

The contractor, Sunquest General Engineering, Inc., has started demolition of the existing bridge. Demolition and preparation for the arrival of the new bridge is expected to take 30 days. The estimated delivery date of the new bridge is early April. The pre-fabricated bridge will be set in place spanning the flood control channel. The estimated completion date for the project is the end of April.

FISCAL IMPACT: The estimated cost to replace the Pacific Electric Trail Bridge is \$450,000. SBCTA will contribute a total of \$327,544 in TDA Grant funding, and 2021 Lease Revenue Bonds will cover the remaining project costs. The February 22, 2022 staff report incorrectly stated that the remaining project costs would be covered using the General Fund.

RECOMMENDATION: Staff recommends that the City Council receive and file a status report on emergency contracting procedures for the Pacific Electric Trail Bridge Replacement Project and determine there is a need to continue the action.



CITY COUNCIL AGENDA REPORT

DATE:	MARCH 7, 2022	FILE I.D.:	ADM810
SECTION:	CONSENT - AGREEMENTS	DEPT.:	ECONOMIC DEV.
ITEM NO.:	1	PREPARER:	M. FUENTES
SUBJECT:	CONSIDER APPROVAL OF AGREEMENT NO. 22-15 WITH FAIRBANK, MASLIN, MAULLIN, METZ & ASSOCIATES, INC. (FM3) FOR EDUCATIONAL OUTREACH AND POLLING SERVICES SUBJECT TO ANY REVISIONS DEEMED NECESSARY BY THE CITY ATTORNEY		

REASON FOR CONSIDERATION: The City Council is requested to consider approval of Agreement No. 22-15 with Fairbank, Maslin, Maullin, Metz & Associates, Inc. (FM3) for educational outreach and polling services subject to any revisions deemed necessary by the City Attorney. The City Council approves agreements for professional services.

A copy of proposed Agreement No. 22-15 with FM3 is attached for the City Council's review and consideration.

BACKGROUND: In 2019, the City Council conducted a series of special meetings regarding compliance with Proposition 64 (Adult Use of Marijuana Act, or "AUMA") and the potential for a series of draft ordinances, collectively known as the Medicinal and Adult-Use Cannabis Regulation and Safety Law (MAUCRSL) regulating commercial cannabis activities in the City of Montclair. The special meetings were conducted to present the City Council with concepts contained in the draft ordinances and to determine if the City Council desired to proceed with public hearings and possible adoption of said ordinances.

At the conclusion of the special meetings, the City Council elected to table the draft ordinances in order to further evaluate the regulation of commercial cannabis activities in the City of Montclair given the nascent nature of the cannabis industry in the State.

Since the series of special meetings, staff has continued to monitor the regulation and evolution of the commercial cannabis industry at both the state and local levels, paying close attention to agencies that have chosen to allow commercial cannabis activities to occur in their jurisdictions.

The City Council recently directed staff to conduct a public opinion survey focusing on cannabis-related issues including the viability of a commercial cannabis tax measure on the ballot of the November 2022 election, and to hire a firm to conduct such a public opinion survey.

In order to conduct said public opinion survey and to assist in educational outreach efforts, staff is recommending entering into a contract with FM3 for educational outreach and polling services.

Public Opinion Survey

According to the Fair Political Practices Commission, cities may spend public funds to conduct public opinion surveys prior to putting a measure on the ballot as long as the results are not used later to influence the voters after the measure is placed on the ballot. The public opinion survey would only be used to help decide whether to move forward with the ballot measure and how to stage a successful education effort to best inform residents about the measure.

Several cities throughout the state have recently passed commercial cannabis sales tax measures including the cities of Banning, Costa Mesa, Covina, El Monte, Hemet, Jurupa Valley, Moreno Valley, Oceanside, Pomona, Santa Ana, Santa Clara, Simi Valley, and West Hollywood. Several other cities are currently considering measures for the upcoming November election.

Many of those cities mentioned above have used FM3 for educational outreach and polling services. FM3 has provided research for seven successful commercial cannabis measures approved by voters during the last four years. Staff contacted the various agencies that have utilized the services of FM3 for educational outreach and polling services pertaining to commercial cannabis measures and received significant positive feedback regarding the firm and the services that they provided. As a result, staff requested and obtained a quote from FM3 for educational outreach and polling services pertaining to a public opinion survey focusing on cannabis-related issues including the viability of a commercial cannabis tax measure on the November 2022 ballot. FM3 provided a quote of \$32,000 for educational outreach and polling services.

It should be noted that the City of Montclair has utilized the services of FM3 to conduct a public opinion survey in 2019 (Agreement No. 19-92) and a follow-up tracking survey in 2020 (Agreement No. 20-57), both pertaining to the viability of a transactions and use tax. The research provided by FM3 supported the placement of Measure L on the ballot in November of 2020.

After careful consideration, staff has elected to use the services of FM3 based on cost, familiarity with the City of Montclair, feedback from various other local government agencies who have utilized the services of FM3, and prior services provided to the City of Montclair.

Scope of Work

FM3 proposes to conduct a 20-minute dual mode survey (online and by telephone) among a random sample of up to 350 City of Montclair residents who are registered to vote, and are deemed likely to vote in the November 2022 election based on voter history. The survey will be conducted both in English and Spanish in order to garner a sample size that is reflective of the community. *Exhibit A* attached to this agenda report includes a detailed scope of work to be conducted.

The scope of work includes all costs for questionnaire design, sample acquisition and preparation, programming, email invitations, survey hosting, translations, telephone interviewing in English and Spanish, data entry and analysis, reporting, and travel.

Following the completion of the survey, FM3 will provide the following:

- A questionnaire for easy reference;
- An analysis of survey results in PowerPoint; and
- A presentation of the survey results.

FM3 will also be available for ongoing consultation and any further analysis of the research data collected.

Fairbank, Maslin, Maullin, Metz & Associates, Inc. (FM3)

FM3 Research is a California-based company that has been conducting public policy-oriented opinion research since 1981. While FM3 initially conducted primarily political surveys for candidate and ballot measure campaigns, FM3 has significantly broadened our focus over the past several decades.

FM3 conducts surveys for organizations seeking to deepen their understanding of how the public perceives certain policy issues, how the public perceives their organization and its services, etc. FM3 conducts a wide-range of research with “closed” populations, such as employees or key decision-makers.

FM3 has a staff of 22 full-time employees split between their Los Angeles and Oakland offices. FM3 has their own in-house data analysis/processing team and presentation design resources. This enables FM3 to turn projects around quickly, and to engage in more sophisticated data analysis tailored to their client needs.

FISCAL IMPACT: Approval of proposed Agreement No. 22-15 with FM3 would result in a cost to the City of \$32,000.00 payable from the Economic Development Fund.

RECOMMENDATION: Staff recommends the City Council approve Agreement No. 22-15 with Fairbank, Maslin, Maullin, Metz & Associates, Inc. (FM3) for educational outreach and polling services.



FAIRBANK, MASLIN,
MAULLIN, METZ
& ASSOCIATES

LETTER OF AGREEMENT
CITY OF MONTCLAIR CANNABIS ISSUES SURVEY
PROJECT 220-6351
FEBRUARY 22, 2022

1. It is agreed that Fairbank, Maslin, Maullin, Metz & Associates, Inc. (FM3) will provide public opinion research services (Services) for the City of Montclair(Client) for a total cost not to exceed \$ 32,000.00.
2. These Services include: all professional and staff time, questionnaire design, translation into Spanish, sample acquisition, survey programming, email invitations, text invitations, survey hosting, telephone interviewing, data entry and analysis, and reporting necessary to complete a dual-mode survey, averaging 20 minutes per interview, of 300-350 Likely November 2022 General Election City of Montclair voters, as outlined in our proposal dated February 09, 2022.
3. Both parties will reach a mutual agreement on the contents of the research instruments. Client agrees that, when its approval is called for hereunder, it will promptly review and approve all such matters in good faith and in consultation with FM3, and that its approval will not be unreasonably withheld or delayed.
4. As compensation for Services under this Agreement, Client agrees to pay FM3 the final cost agreed upon by both parties in writing upon completion of the agreed upon scope of work. Invoices are due and payable upon receipt and will be considered past due fifteen (15) days after each invoice's date.
5. When FM3's Services conclude, all unpaid charges owed shall become immediately due and payable, according to the terms in the preceding paragraph.
6. This Letter of Agreement will take effect when Client returns a signed copy of this Letter of Agreement.
7. The prevailing party in any action or proceeding to interpret or to enforce any provision of this Letter of Agreement will be awarded reasonable attorney's fees and costs incurred in that action or proceeding or in any efforts to negotiate the matter. Each party to pay their own attorney fees.
8. This Letter of Agreement shall be binding upon and inure to the benefit of the successors and assigns of each of the parties hereto. This Letter of Agreement cannot be assignable without prior written approval by Client.

9. This Letter of Agreement is deemed to have been entered into in the County of Los Angeles, State of California, and shall be governed by the laws of the State of California. Any action or proceeding with respect to this Letter of Agreement or any matter arising therefrom shall be maintained exclusively in the Superior Court in the County of Los Angeles, California, as the jurisdiction and venue of which each party hereby specifically consents.
10. This Letter of Agreement contains the entire agreement and understanding concerning the subject matter hereof between the parties, and supersedes and replaces all prior negotiations, proposed agreements, written or oral.
11. This Letter of Agreement may be signed in one or more counterparts, each of which shall be deemed an original and shall be effective when the other parties have executed a counterpart.
12. The individuals executing this Letter of Agreement on behalf of each of the parties hereby represent and warrant that each is duly authorized to do so.
13. It is understood and agreed that Client is and shall be solely responsible for the use of the public opinion research provided by FM3 under this Letter of Agreement. It is understood and agreed that FM3 is solely responsible for the results of the public opinion research provided pursuant to this Letter of Agreement. FM3 shall at all times comply with state and federal law, and any statute, rule, regulation or order from any governmental or regulatory agency. In the event that any state and/or federal, regulatory agency or any other person and/or entity shall make a claim against Client or its' agents, employees, or affiliates which is in any manner related to this Letter of Agreement, the services of FM3, or the results of any public opinion research provided by FM3, FM3 shall indemnify and hold harmless included but not limited to costs and attorney fees incurred by Client in defense of such matter.
14. All notices, demands, requests or approvals to be given under this Agreement, shall be given in writing and conclusively shall be deemed served when delivered personally or on the third business day after deposit in the United States mail, postage prepaid, registered or certified, addressed as follows:
 - A. All notices, demands, requests or approvals from FM3 to Client shall be addressed to:

Mikey Fuentes, Director of Economic Development
City of Montclair
5111 Benito Street
Montclair, CA 91763
Telephone: 909-625-9497
E-mail: mfuentes@cityofmontclair.org

B. All notices, demands, requests or approvals from Client to FM3 shall be addressed to:

Richard Bernard
Fairbank, Maslin, Maullin, Metz & Associates, Inc.
1999 Harrison Street, Suite 2020
Oakland, CA 94612
Telephone: 510-451-9521
E-mail: Bernard@FM3Research.com

Javier "John" Dutrey, Mayor
City of Montclair

Date

ATTEST:

Andrea Myrick, City Clerk
City of Montclair

Date

Richard Bernard, Partner
Fairbank, Maslin, Maullin, Metz & Associates, Inc.

Date



TO Mikey Fuentes, Director of Economic Development
City of Montclair

FROM Richard Bernard Ph.D., Partner
FM3 Research

RE: Proposal to Conduct a City of Montclair Cannabis Issues Survey

DATE March 1, 2022

Fairbank, Maslin, Maullin, Metz & Associates (FM3) is pleased to submit this proposal to conduct a public opinion baseline cannabis-related issues survey for the City of Montclair. The purpose of this study is to assess voters’ awareness and perceptions of cannabis issues, test the viability of a possible cannabis revenue measure, and identify voters’ budgeting priorities. The recommended Baseline Survey will be conducted among a random sample of 300 to 350 City of Montclair registered voters likely to participate in the November 2022 election, with telephone interviews offered in both English and Spanish.

As you know, FM3 has worked alongside the City in the past, conducting two surveys prior to the November 2020 General Election. As such, we believe we have the necessary background information about your voters’ preferences and attitudes, and established working relationship with your staff, to conduct the necessary research to most efficiently identify the potential viability of a cannabis measure in November 2022 and provide the City with statistically reliable data to assist in their decision on whether or not to move forward with such a measure.

The remainder of this memo is split into two sections: **Section 1** details FM3’s proposed research specifications for the recommended Baseline Survey and **Section 2** outlines our estimated costs for this research.

1 PROPOSED RESEARCH SPECIFICATIONS FOR A 2022 BASELINE SURVEY

Research Dual-mode voter survey

Methodology

Data Collection Telephone and online interviews

Mode

Respondent Telephone calls, text messaging and email invitations

Contact Method

Sample	300-350 Likely November 2022 General Election City of Montclair voters
Margin of Sampling Error	±5.7 percent in 95 out of 100 cases for a sample of 300 interviews ±5.2 percent in 95 out of 100 cases for a sample of 350 interviews
Questionnaire	18- to 20-minute survey, featuring between 55 and 75 unique questions (including battery question items and demographic questions)
Language	Telephone interviews will be conducted in English and Spanish. Online interviews will be conducted in English only.
Deliverables	<p>Following the completion of the survey, we will provide:</p> <ul style="list-style-type: none"> • A questionnaire for easy reference • A complete analysis of survey results in PowerPoint • A presentation of the survey results

FM3 will also be available for ongoing consultation and any further analysis of the research.

2 COSTS

Figure 1 below contains the total estimated cost for the baseline survey depending on the length of interview preferred. This price is comprehensive, and includes all costs for questionnaire design, sample acquisition and preparation, translation, programming, email invitations, text messaging, online survey hosting, telephone interviewing in English and Spanish, data entry and analysis, and reporting. Please note, travel is not included and would be billed at 2022 IRS Business Mileage Rates if incurred.

Figure 1: Estimated Costs for a 2022 Baseline Survey

Length of Interview	Sample Size	
	n=300	n=350
18 Minutes	\$29,000	\$30,750
20 Minutes	\$30,000	\$32,000



We would welcome the opportunity to work with you on this research. If you have any questions or if there is any further information we can provide, please do not hesitate to contact us. Thank you for your consideration; our contact information is as follows:

Richard Bernard, Ph.D., Partner

Fairbank, Maslin, Maullin, Metz & Associates (FM3)

12100 Wilshire Boulevard, Suite 350

Los Angeles, CA 90025

(310) 428-1809 (cell)

Bernard@FM3Research.com



CITY COUNCIL AGENDA REPORT

DATE:	MARCH 7, 2022	FILE I.D.:	ADM277
SECTION:	CONSENT - AGREEMENTS	DEPT.:	INFO. TECH.
ITEM NO.:	2	PREPARER:	J. NGUYEN
SUBJECT:	CONSIDER APPROVAL OF AGREEMENT NO. 22-16 WITH SPRINGBROOK SOFTWARE FOR MIGRATION TO THE LATEST CLOUD-BASED SOLUTION		
	CONSIDER AUTHORIZING A \$60,103.80 APPROPRIATION FROM THE TECHNOLOGY RESERVE FUND FOR COSTS ASSOCIATED WITH AGREEMENT NO. 22-16		

REASON FOR CONSIDERATION: The City's financial software requires certain updates that will incur costs in excess of what was approved in the budget for the software for FY 2021-22. According to the City's Purchasing Manual, a purchase or contract for professional services in excess of \$15,000 that is not appropriated in the budget requires City Council approval.

The City Council is requested to consider approval of Agreement No. 22-16 with Springbrook Software for migration to the latest cloud-based solution and to authorize a \$60,103.80 appropriation from the Technology Reserve Fund for costs associated with Agreement No. 22-16.

A copy of proposed Agreement No. 22-16 with Springbrook Software is attached for the City Council's review and consideration.

BACKGROUND: Springbrook Software (Springbrook) is a leading provider of finance, utility billing, and payroll software solutions. Many municipalities across the nation utilize the services of Springbrook to improve business development, offer greater transparency to its residents, and save valuable staff time and resources.

The Montclair Finance and Administrative Services Departments utilize a suite of applications from Springbrook to conduct several day-to-day operations of the organization. Springbrook has modules that allow staff to quickly process payroll, accounts receivables, and accounts payable and facilitates several human resources functions. These modules have permitted the Finance and Administrative Services Departments to streamline processes and enhance the delivery of financial data and human resources information to assist other departments in their operations.

The City of Montclair began using the services of Springbrook in February of 2008. Over the years, Springbrook has implemented various software upgrades and new modules. Each software upgrade has enhanced the overall ease of using the system, and staff has enjoyed no interruptions in their work duties during each software upgrade.

Roughly five years ago, Springbrook began moving towards a cloud-based portal system. With its latest version, Springbrook is shifting towards a complete on-demand, cloud-based platform called Springbrook Cloud Solutions. The cloud-based platform will provide better support through its hosted environment, where updates and security patches are applied automatically and seamlessly without interruptions. The cloud-based platform has also introduced several features such as custom reporting—a feature of the current software upon which Finance Department staff heavily relies.

Springbrook has completed its evaluation of all custom modules created for the Montclair Finance Department over the years and has met with staff to ensure a seamless transition to the cloud-based platform. Springbrook has agreed to incorporate several custom modules that Montclair Finance staff require because they recognize the value of offering their clients the same custom modules. These custom modules will be absorbed into the City's contract as a standard offering, reducing the overall cost of the annual software maintenance.

FISCAL IMPACT: Approval of proposed Agreement No. 22-16 with Springbrook Software is expected to cost \$120,816.90. Springbrook has agreed to apply the City's annual maintenance cost for Fiscal Year 2021-22 of \$60,713.10 to the migration, leaving the remaining \$60,103.80 to be paid from the Technology Reserve Fund.

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

1. Approve Agreement No. 22-16 with Springbrook Software for migration to the latest cloud-based solution.
2. Authorize a \$60,103.80 appropriation from the Technology Reserve Fund for costs associated with Agreement No. 22-16.



Order Form
Montclair, CA - City of
01-06-2022
Montclair, CA - City of - SaaS Migration

Expiration Date: 03-31-2022



Dear John Nguyen,

Thank you for the opportunity to submit this order form in the amount of \$120,816.90.

All of us at Springbrook are working to provide the best possible solutions for your agency and your citizens.

Our goal is nothing short of your 100% satisfaction.

Thank you for being a valued customer.

Sincerely,

Bea Williams

Bea Williams

Annual Product Pricing

Item Name	Rate	Quantity	Discount %	Net Price
Accounts Receivable Subscription	\$4,154.04	1	17.91%	\$3,410.14
Finance Suite Subscription	\$36,937.00	1	10%	\$33,243.30
Human Resources Management Subscription	\$10,589.40	1	10%	\$9,530.46
Licenses and Permits Subscription	\$4,792.49	1	17.83%	\$3,937.94
Payroll Subscription	\$26,368.20	1	10%	\$23,731.38
Purchase Orders Subscription	\$4,746.42	1	17.91%	\$3,896.48
Utility Billing Subscription	\$17,600.22	1	18.03%	\$14,427.20
Discount				12.37%
Products Total Net Price				\$92,176.90

Estimated Professional Services Pricing

Item Name	Rate	Description	Quantity	Discount %	Net Price
SaaS Migration Professional Services	\$189.00	Cloud Migration Services	160	5.29%	\$28,640.00
Discount				5.29%	
Estimated Professional Services Total Net Price				\$28,640.00	

Grand Total:	\$120,816.90
* Excludes Applicable Sales Tax	

Order Details

General Information	
Customer Name:	Montclair, CA - City of
Customer Contact:	John Nguyen
Customer Address:	5111 Benito St, Montclair, California, United States, 91763
Governing Agreement(s):	This Order Form is governed by the applicable terms found at: MSA: https://sprbrk.box.com/v/sprbrk-saas-terms MLA: https://sprbrk.app.box.com/v/sprbrk-onpremise-terms Professional Services: https://sprbrk.app.box.com/v/sprbrk-svcs-terms
Term(s):	3 year

Order Terms	
Items Ordered	Order Start Date
Professional Services Orders	Date of the last signature on the Order Form
Managed Services	Date of the last signature on the Order Form
Software Licenses, Subscriptions, Maintenance and Hosting (New)	The earlier of a) date of delivery** of software or log-in to hosted software to Customer or b) 60 days after last signature on the Order Form
Software Licenses, Subscriptions, Maintenance and Hosting (Renewal)	The day after expiration of your last order of the same product
Special Order Terms	None

**The date of delivery of software to the Customer is the date the software is made available to the customer, either by delivery of software or delivery of first log-in to a hosted environment, which may be either a test or production environment. This date of delivery is frequently earlier than the dates professional services are completed, the Customer completes user acceptance testing, the Customer distributes additional log-ins to end users, and the Customer go-live in a production environment.

Order Duration

- Any Software Licenses or Hardware are one-time, non-refundable purchases.
- Subscriptions, Maintenance, Hosting and Support (“Recurring Services”) continue from the Order Start Date through the term listed in this Order Form (or if not listed, 1 year).
- Orders for Recurring Services auto-renew unless the Customer or Springbrook provides a written notice of non-renewal at least sixty (60) days before the end of the Order Term
- Subscription Service fees and any other recurring fees will be subject to an automatic annual increase by not more than seven percent (7%) of the prior year’s Subscription Service fees (“Standard Annual Price Increase”).

Invoice Timing and Delivery

- Invoices are delivered electronically via e-mail to the billing contact on file for the Customer. Customer invoices are issued for the full amount of software and services purchased as follows:

Items Ordered	Invoice Timing
Professional Services Orders	Monthly for services in the prior month* unless specified in Special Professional Services Invoicing Terms
Managed Services and Annual Report Services	Managed Services, Report Services, begin upon the order start date and continue through June 30 of signed year. Specialized training services begin upon order start date and continue for four months. Other specialized support services within Managed Services, begin upon order start date for one year.
Software Licenses and Hardware	Customer signature on Order Form
Subscriptions, Maintenance and Hosting (New)	Customer signature on Order Form
Software Licenses, Subscriptions, Maintenance and Hosting (Renewal)	60 days in advance of the Order Start Date
CivicPay Transactions	Monthly for transactions in the prior month

*Professional Services pricing is based on expected hours using Springbrook’s standard implementation methodology. Actual hours and billings may vary from this estimate. Please note that only when project costs exceed \$5,000 of this estimate, a signed change order will be required to continue work – changes under \$5,000 will continue to be delivered and billed accordingly.

Special Order Terms	
Special Order Terms	None
In the event of an inconsistency between this Order Form, any governing agreement, purchase order, or invoice, the Order Form shall govern as it pertains to this transaction.	

Payment Terms	
Payment Terms	Net 30
Special Invoicing Terms	None
Special Professional Service Invoicing Terms	
Billing Contact	Janet Kulbeck
Billing Email	jkulbeck@cityofmontclair.org
If the Customer requires a PO number on invoices, Customer must provide Springbrook with the PO number and a copy of the PO prior to invoice issuance. If a PO number is not provided prior to the invoice issuance date, invoices issued on this Order Form will be valid without a PO reference.	
PO# (If required):	



As Buyer, by signing you agree to the terms and conditions as set forth in this agreement.

Agency Representative **CITY OF MONTCLAIR**

BUYER SIGNATURE

Javier John Dutrey, Mayor

Date

ATTEST

Springbrook Representative

SELLER SIGNATURE

Andrea Myrick, City Clerk

SELLER NAME

SELLER TITLE

SELLER SIGNATURE DATE



CITY COUNCIL AGENDA REPORT

DATE:	MARCH 7, 2022	FILE I.D.:	PRK020
SECTION:	CONSENT - AGREEMENTS	DEPT.:	PUBLIC WORKS
ITEM NO.:	3	PREPARER:	M. HEREDIA
SUBJECT:	CONSIDER APPROVAL OF AGREEMENT NO. 22-17 WITH KTU&A TO DEVELOP THE PARKS AND RECREATION MASTER PLAN SUBJECT TO ANY REVISIONS DEEMED NECESSARY BY THE CITY ATTORNEY		

CONSIDER AUTHORIZING A \$200,000 APPROPRIATION FROM 2021 LEASE REVENUE BOND FUNDS TO COVER THE CONTRACT AMOUNT AND REIMBURSABLE EXPENSES

REASON FOR CONSIDERATION: On November 10, 2021, the City Council approved a list of priorities to be funded by Lease Revenue Bond Issue 2021A funds, including the development of a Parks and Recreation Master Plan. Professional consultant services are required to develop the Parks and Recreation Master Plan. Agreements for professional services are subject to City Council approval.

The City Council is requested to consider approval of Agreement No. 22-17 with KTU&A to develop the Parks and Recreation Master Plan subject to necessary revisions by the City Attorney, and to authorize a \$200,000 appropriation from 2021 Lease Revenue Bond funds to cover the contract amount and reimbursable expenses.

A copy of proposed Agreement No. 22-17 with KTU&A, including Exhibits A and B, are attached for City Council review and consideration.

BACKGROUND: On December 20, 2021, staff posted a Request for Proposals via Planet Bids to solicit proposals to prepare a Parks and Recreation Master Plan. Two firms submitted proposals (KTU&A and PBLA/ICG) by the January 18, 2022 deadline.

A panel of three staff members from the Human Services, Community Development, and Public Works Departments reviewed both proposals on the criteria of qualifications, experience with similar projects, completeness, and clarity of proposal. The evaluating panel selected KTU&A as the successful proponent. KTU&A is a planning and landscape architecture firm specializing in community planning, transportation planning, park planning, urban design, place-making, and landscape architecture. KTU&A recently completed similar master plans for the cities of Ontario, Montebello, and Fullerton. They have completed other parks, trails, and open master planning efforts for other municipalities and counties including Riverside, San Bernardino, and San Diego.

KTUA will create a comprehensive Parks and Recreation Master Plan that will:

- Assess all existing facilities, programs, and services
- Develop a dedicated website for this process
- Evaluate maintenance and operations efforts
- Provide a conceptual vision for each City park
- Develop a capital improvement program with strategies, actions, responsibilities, priorities, and timelines for implementation
- Prepare a final report

The process to develop the plan will take approximately 12 months. KTU&A will engage the community and key stakeholders via surveys, interviews, and workshops throughout the process.

FISCAL IMPACT: The Parks and Recreation Master Plan was included in the 2021 Lease Revenue Bond Funds. The professional services agreement would be funded using these funds.

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

1. Approve Agreement No. 22-17 with KTU&A to develop the Parks and Recreation Master Plan, subject to any revisions deemed necessary by the City Attorney.
2. Authorize a \$200,000 appropriation from 2021 Lease Revenue Bond funds to cover the contract amount and reimbursable expenses.

AGREEMENT NO. 22-17

AGREEMENT FOR CONSULTANT SERVICES

THIS AGREEMENT is made and effective as of March 7, 2022, between the City of Montclair, a municipal corporation ("City") and KTU&A ("Consultant"). In consideration of the mutual covenants and conditions set forth herein, the parties agree as follows:

1. TERM

This Agreement shall commence on March 7, 2022 and shall remain and continue in effect for a period of twelve months until tasks described herein are completed, but in no event later than March 30, 2023, 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, and 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.
- (b) Consultant shall not be compensated for any services rendered in connection with its performance of this Agreement which are in addition to those set forth herein, unless such additional services are authorized in advance and in writing by the City Manager. Consultant shall be compensated for any additional services in the amounts and in the manner as agreed to by City Manager and Consultant at the time City's written authorization is given to Consultant for the performance of said services. The City Manager may approve additional work not to exceed ten percent (10%) of the amount of the Agreement, but in no event shall total compensation exceed twenty thousand (\$20,000). 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. However, any modification or reuse of such documents for purposes other than those intended by this Agreement shall be at City's sole risk and without liability to 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) Defense, Indemnity and Hold Harmless. Consultant shall defend, indemnify, and hold harmless the City, its present and former officers, directors, employees, agents, staff, volunteers, mayor, council, boards, committees, and representatives, as broadly interpreted (collectively, the "Indemnified Parties"), of and from all claims, suits, demands, obligations, losses, damages, sums, or any other matters threatened or presently asserted, including but not limited to all legal fees, costs of defense and litigation expenses (including legal fees, expert fees and any other costs or fees, including those of adverse parties imposed on or sought against the Indemnified Parties), arising directly or indirectly out of any liability or claim of loss or liability for personal injury, bodily injury to persons, contractual liability, errors or omissions, breach, failure to perform, damage to or loss of property, or any other loss, damage, injury or other claim of any kind or nature arising out of the work to be performed by Consultant herein, but only to the extent caused by or arising out of the negligent acts or omissions, or intentional misconduct of Consultant, including its sub consultants, employees, agents, and other persons or entities performing work for Consultant.
- (b) Contractual Indemnity. To the fullest extent permitted under California law, Consultant shall contractually indemnify, defend and hold harmless the Indemnified Parties from and against any liability (including liability for claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses, amounts for good faith settlement, 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 and costs), arising out of or related 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 Consultant's officers, agents, representative, employees, independent consultants, sub consultants or affiliated or related entities and/or its or their employees, agents and representatives, but only to the extent caused by or arising out of all negligent acts or omissions, or intentional misconduct of Consultant, including its sub consultants, employees, agents and other persons or entities performing work for Consultant. Indemnification shall include any claim that Consultant, or Consultant's employees or agents, are or may be considered and treated as 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. The obligation to indemnify, defend and hold harmless the Indemnified Parties shall apply to all liability as defined above regardless of whether the Indemnified Parties were or are alleged to have been negligent, except that it shall not apply to claims arising from the sole negligence, active negligence, or willful intentional misconduct of the Indemnified Parties. Consultant's obligation to defend the Indemnified Parties is not contingent upon there being an acknowledgement of or determination of the merit of any claims, liability, demands, causes of action, suits, losses, expenses, errors, omissions and/or costs.
- (c) Sub consultants and Indemnification. Consultant agrees to and shall obtain executed indemnity agreements in favor of the Indemnified Parties with provisions identical to those set forth from each and every Sub consultant, Sub consultant, or other person or entity involved by, for, with, or on behalf of Consultant in the performance of any aspect of this Agreement. In the event Consultant fails to obtain such indemnity obligations, Consultant shall be fully

responsible for each and every Sub consultant, Sub consultant or other person or entity in terms of defense, indemnity and hold harmless obligations in favor of the Indemnified Parties as set forth above. This obligation to indemnify and defend the Indemnified Parties is binding on the successors, assigns, or heirs of Consultant and shall survive the full performance or termination of this Agreement. These indemnification provisions are independent of and shall not in any way be limited or superseded by the insurance requirements and insurance-related provisions of this Agreement.

- (d) City Lost or Damaged Property – Theft. Consultant further agrees to pay or cause to be paid to the Indemnified Parties' benefit, any and all damages, fines, penalties, and loss or theft of property of the City to the extent caused by or arising out of the negligent acts or omissions or intentional misconduct of Consultant or of Consultant's officers, agents, representatives, employees, independent consultants, sub consultants or affiliated or related entities and/or its or their employees, agents and representatives, whether such actions, omissions to act, negligence or intentional conduct is or was authorized by this Agreement or not. City assumes no responsibility whatsoever for any property placed on the premises of City. Consultant further agrees to waive all rights of subrogation against the Indemnified Parties.
- (e) Non-Waiver and Non-Exhaustion of City's Further Rights and Remedies. No aspect of this provision shall in any way limit or effect the rights of the Indemnified Parties against the Consultant under the terms of this Agreement or otherwise. The indemnification provisions shall apply regardless of whether this Agreement is executed after Consultant begins the work and shall extend to claims arising after this Agreement is performed or terminated, including a dispute as to the termination of Consultant. The indemnity obligations of Consultant shall continue until it is determined by final judgment that the claim against the City and any Indemnified Parties is determined by final judgment and after exhaustion of any rights of appeal. Further, no aspect of this provision shall impact the City's rights to contribution from Consultant, or for the City to dispute Consultant's refusal to defend and indemnify City.
- (f) Limitations on Scope of Indemnity. Notwithstanding the foregoing, Consultant shall not be responsible for indemnification for claims or losses caused by the sole negligence, active negligence, or intentional wrongdoing of Indemnified Parties. Further, the indemnity provided shall be interpreted as broadly as permitted under California law and as to agreements between parties and shall if required be reformed to be consistent with those laws to protect and save this provision for the protection of the Indemnified Parties.
- (g) The obligations of Consultant under this or any other provision of this Agreement shall not be limited by the provisions of any workers' compensation act or similar act. The Consultant expressly waives any statutory immunity under such statutes or laws as to the Indemnified Parties. The Consultant's indemnity obligation set forth in this Section 9 shall not be limited by the limits of any policies of insurance required or provided by the Consultant pursuant to this Agreement.
- (h) The Consultant's covenant under this Section 9 shall survive the expiration or termination of this Agreement.

10. INSURANCE

The City reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances, provided that any modification of these requirements will require approval from Consultant.

(a) Types of Required Coverages

Without limiting the indemnity provisions of the Contract, the Consultant shall procure and maintain in full force and effect during the term of the Contract, the following policies of insurance. If the existing

policies do not meet the insurance requirements set forth herein, Consultant agrees to amend, supplement or endorse the policies to do so.

- (1) Commercial General Liability: Commercial General Liability Insurance which affords coverage at least as broad as Insurance Services Office “occurrence” form CG 00 01, including products and completed operations, property damage, bodily injury, and personal & advertising injury with limits no less than \$1,000,000 per occurrence, and \$2,000,000 aggregate total bodily injury, personal injury, and property damage.
- (2) Automobile Liability Insurance: Automobile Liability Insurance with coverage at least as broad as Insurance Services Office Form CA 0001 covering “Any Auto” (Symbol 1), including owned, non-owned and hired autos, or the exact equivalent, with minimum limits of \$1,000,000 for bodily injury and property damage, each accident. If 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. Automobile liability insurance and endorsements shall be kept in force at all times during the performance of this Agreement.
- (3) Workers’ Compensation: Workers’ Compensation Insurance, as required by the State of California and Employer’s Liability Insurance with a limit of not less than \$1,000,000 each accident for bodily injury and \$1,000,000 each employee for bodily injury by disease.
- (4) Professional Liability: Professional Liability insurance with limit of not less than \$5,000,000 each claim. Covered professional services shall specifically include the types of work to be performed under the Agreement and delete any exclusion that may potentially affect the work to be performed.

(b) Endorsements

Insurance policies shall not be in compliance if they include any limiting provision or endorsement. The insurance policies shall contain, or be endorsed to contain, the following provisions:

- (1) Commercial General Liability

Additional Insured: The City, its elected officials, officers, employees, volunteers, boards, agents and representatives shall be additional insureds with regard to liability and defense of suits or claims arising out of the work or operations performed by or on behalf of the Consultant including materials, parts or equipment furnished in connection with such work or operations. Coverage for the additional insureds shall apply to the fullest extent permitted by law.

Additional Insured Endorsements shall not:

1. Be limited to “Ongoing Operations”
2. Exclude “Contractual Liability
3. Restrict coverage to the “Sole” liability of consultant
4. Exclude “Third-Party-Over Actions”
5. Contain any other exclusion contrary to the Agreement

Additional Insured Endorsements shall be at least as broad as ISO Forms CG 20 10 11 85; or CG 20 and 10 and CG 2037.

Primary Insurance: This insurance shall be primary and any other insurance, whether primary, excess, umbrella or contingent insurance, including deductible, or self-insurance available to the insureds added by endorsement, shall be in excess of, and shall not contribute with, this insurance. Coverage shall be at least as broad as ISO CG 20 01 04 13.

(2) Auto Liability

Additional Insured: The City, its elected officials, officers, employees, volunteers, boards, agents, and representatives shall be additional insureds with regard to liability and defense of suits or claims arising out of the work or operations performed by or on behalf of the Consultant.

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

(3) Workers' Compensation

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

(c) Notice of Cancellation

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

(d) Waiver of Subrogation

Required insurance coverages shall not prohibit Consultant from waiving the right of subrogation prior to a loss. Consultant shall waive all rights of subrogation against the indemnified parties and policies shall contain or be endorsed to contain such a provision. This provision applies regardless of whether the City has received a waiver of subrogation endorsement from the insurer.

(e) Evidence of Insurance

All policies, endorsements, certificates, and/or binders shall be subject to approval by the City as to form and content. These requirements are subject to amendment or waiver only if so approved in writing by the City. The City reserves the right to require redacted copies of all required insurance policies, including endorsements required by these specifications, at any time.

The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf. At least fifteen (15) days prior to the expiration of any such policy, evidence of insurance showing that such insurance coverage has been renewed or extended shall be filed with the City. If such coverage is cancelled or reduced, Consultant shall, within ten (10) days after receipt of written notice of such cancellation or reduction of coverage, file with the City evidence of insurance showing that the required insurance has been reinstated or has been provided through another insurance company or companies.

(f) Deductible or Self-Insured Retention

Any deductible or self-insured retention must be approved in writing by the City and shall protect the indemnified parties in the same manner and to the same extent as they would have been protected had the policy or policies not contained a deductible or self-insured retention. The City may require the Consultant to provide proof of ability to pay losses and related investigations, claim administration and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the Consultant or the City.

(g) Contractual Liability/Insurance Obligations

The coverage provided shall apply to the obligations assumed by the Consultant under the indemnity provisions of this Agreement. No representation is made that the minimum insurance requirements of this Agreement are sufficient to cover the obligations of the Consultant under this Agreement.

(h) Failure to Maintain Coverage

Consultant agrees to suspend and cease all operations hereunder during such period of time as the required insurance coverage is not in effect and evidence of insurance has not been furnished to the City. The City shall have the right to withhold any payment due Consultant until Consultant has fully complied with the insurance provisions of this Contract. In addition, the City may either immediately terminate this Agreement or, if insurance is available at a reasonable cost, City may take out the necessary insurance and pay, at Consultant's expense, the premium thereon.

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

(i) Acceptability of Insurers

Each such policy shall be from a company or companies with a current A.M. Best's rating of no less than A:VII and authorized to do business in the State of California, or otherwise allowed to place insurance through surplus line brokers under applicable provisions of the California Insurance Code or any federal law. Any other rating must be approved in writing in accordance with the City.

(j) Claims Made Policies

If coverage is written on a claims-made basis, the retroactive date on such insurance and all subsequent insurance shall coincide or precede the effective date of the initial Consultant's Agreement with the City and continuous coverage shall be maintained or an extended reporting period shall be exercised for a period of at least five (5) years from termination or expiration of this Agreement.

(k) Insurance for Subconsultants

Consultant shall be responsible for causing Subconsultants to purchase the same types and limits of insurance in compliance with the terms of this Agreement, including adding the City as an Additional Insured, providing Primary and Non-Contributory coverage and Waiver of Subrogation to the Subconsultants' policies. The Commercial General Liability Additional Insured Endorsement shall be on a form at least as good as CG 20 38 04 13.

11. INDEPENDENT CONSULTANT

- (a) Consultant is and shall at all times remain as to the City a wholly independent consultant. 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. Consultant shall be solely responsible and hold the City harmless for all matters relating to the payment of Consultant's employees, including compliance with Social Security withholdings and all other regulations governing such matters.
- (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 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 shall comply with all applicable federal, state and local Conflict of Interest laws, including the Political Reform Act (California Government Code, Section 81000, *et. seq.*) and California Government Code, Section 1090, *et. seq.* Consultant covenants that neither he/she nor any officer 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. Further, Consultant covenants not to give or receive any compensation, monetary or otherwise, to or from the ultimate vendor(s) of services to the City as a result of the performance of this Agreement, or the services that may be procured by the City as a result of the recommendations made by the Consultant. The Consultant's covenant under this Section shall survive the termination of 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: Monica Heredia, P.E.
Director of Public Works/City Engineer
City of Montclair
5111 Benito Street
Montclair, CA 91763

To Consultant: Michael Singleton, AICP CTP, CA PLA, LEED AP
KTU&A
3916 Normal Street
San Diego, CA 92103

17. ASSIGNMENT AND SUBCONTRACTING

The Consultant shall not assign any of its rights or delegate any of its duties under this Agreement, either in whole or in part, nor any monies due hereunder, without prior written consent of the City. The City's consent to an assignment of rights under this Agreement shall not release the Consultant from any of its obligations or alter any of its obligations to be performed under this Agreement. Any attempt at assignment or delegation by the Consultant in violation of this Section 17 shall be void and of no legal effect and shall constitute grounds to terminate this Agreement for cause. The Consultant shall not subcontract any performance required under this Agreement without the City's prior written consent.

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 Proposals, Exhibit "B" 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. Consultant's covenant under this Section shall survive the expiration or termination of this Agreement.

23. DISCRIMINATION

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

24. EFFECT OF PARTIAL INVALIDITY

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

25. CLAIMS AGAINST CITY

Consultant must comply with the claim procedures set forth in Government Code sections 900, *et seq.*, and/or Montclair Municipal Code, Chapter 1.16, as applicable, prior to filing any lawsuit against the City. Such claims and any subsequent lawsuit based upon the claims shall be limited to those matters that remain unresolved after all procedures pertaining to extra work, disputed work, claims, and/or changed conditions have been followed by Consultant. If no such claim is submitted, or if any prerequisite contractual requirements are not otherwise satisfied as specified herein, Consultant shall be barred from bringing and maintaining a valid lawsuit against the City.

26. 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.

27. NO THIRD PARTY BENEFICIARIES

This Agreement is made solely for the benefit of the Parties to this Agreement and their respective successors and assigns, and no other person or entity may have or acquire a right by virtue of this Agreement.

28. COST OF LITIGATION

If any legal action is necessary to enforce any provision of this Agreement or for damages by reason of an alleged breach of any provisions of this Agreement (whether in contract, tort or both), the prevailing Party shall be entitled to receive from the losing Party all attorneys' fees, costs and expenses in such amount as the courts may determine to be reasonable. In awarding the cost of litigation, the court shall not be bound by any court fee schedule, but shall, if it is in the interest of justice to do so, award the full amount of costs, expenses and attorneys' fees paid or incurred in good faith.

29. 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.

30. COUNTERPARTS

This Agreement may be executed in any number of counterparts, each of which shall be deemed to be the original, and all of which together shall constitute one and the same instrument.

31. ALLOCATION OF RISK

City and Consultant have evaluated the risks and rewards associated with this Agreement, including Consultant's fee relative to the risks assumed, and agree to allocate certain of the risks so, to the fullest extent permitted by law and notwithstanding anything to the contrary in this Agreement, the total aggregate liability of Consultant (and its related corporations, sub consultants and employees) to City and anyone claiming by, through or under City shall be limited to the amount of \$50,000, for any and all injuries, damages, claims, losses, or expenses (including attorney and expert fees) arising out of Consultant's services or this Agreement regardless of the cause(s) or the theory of liability, including negligence, indemnity, or other recovery.

[SIGNATURES ON FOLLOWING PAGE]

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

KTU&A

By: _____
Javier John Dutrey, Mayor

By: _____
Michael Singleton, Principal
Planner/Landscape Architect

Attest:

By: _____
Andrea M. Myrick, City Clerk

Approved as to Form:

By: _____
Diane E. Robbins, City Attorney

EXHIBIT A



City of Montclair | Proposal | January 18, 2022



PARKS AND RECREATION MASTER PLAN



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January 18, 2022

City of Montclair
Monica Heredia, P.E.
Public Works Director/City Engineer
5111 Benito Street
Montclair, CA 91763

Dear Ms. Heredia and Members of the Selection Committee,

A parks and recreation master plan can offer tremendous benefits for a city: it can lead to a healthier community; it can encourage people to socialize and interact in a playful manner; and it can provide beauty, shade and an areas for contemplation. Parks define a city and promote a culture. Parks can shed light on the past while encouraging future leaders to make history. Parks can take you places with trails and paths or they can be a memorable spot where you socialized, a field where you played sports, or a scenic viewing location in an open space. Parks and open space are the essential thread that ties our cities, communities, and neighborhoods together.

Here are a few of our observations that helped form our understanding of your project and the likely issues that you are facing:

- We realize the challenges that cities face today, especially related to budget shortfalls made worse by the pandemic. Even before these shortfalls, cities have had a difficult time keeping up with maintenance, repairs, and replacements, yet alone identifying funding to improve park equity and access for current and future populations.
- We understand that the City would like to identify opportunities to help make the park system more self funded, equitable, and efficient.
- We can see that many of your parks are older and lacking in amenities. Most parks appear to be dedicated to larger sports fields or have larger turf multi-purpose lawn areas that dominate the majority of parks. Many of these parks have the ability to add needed park amenities without needing to expand.
- A large number of the parks are hidden visually from the broader community and contain some public safety issues that the implementation of Crime Prevention through Environment Design (CPTED) principles could resolve.
- Some areas of the City appear to be park deficient. These gaps in service area will be addressed in the parks and recreation master plan. This may require the designation of smaller parks as neighborhood parks that should be in close proximity to residents (a 10-15 minute walk) and other larger parks as community-wide parks. The master planning process will then use this categorization to inform the right facilities for the neighborhood and the right shared amenities for the wider community.
- We understand there are opportunities to tie together planned bike facilities/trails into improving access to existing parks, especially related to the San Antonio Creek Channel. The use of linear parks could help alleviate your park deficits.

KTUA has been designing and planning park and recreation facilities for over 50 years. We are a planning and landscape architecture firm with a staff of 31. KTUA specializes in community planning, transportation planning, park planning, urban design, placemaking and landscape architecture. Each of our park master plans have introduced a new element, idea or technology. The use of GIS for equity distribution was introduced in our projects a decade ago, moving away from the traditional circles for park service areas to parksheds based on actual walking, biking or driving routes. We introduced the idea of a 10-minute walk zone to define service areas well before it became a more recent trend as a way to measure equity and access. We have been using demographics to identify the best location for age specific facilities and amenities for many years. We are now integrating tools to look at equity as it relates to different socio-economic demographics.

Today, a citywide master plan has to be more than ballfields and playgrounds. Our recommendations for park improvements typically include innovative solutions for stormwater runoff; the identification of climate adaptations to address excessive heat, cold or wind through urban forestry; the use of State policies such as the Quimby Act for procuring developer funds to enhance and augment park assets; and the use of Crime Prevention through Environmental Design (CPTED) principles to increase safety and security. Our plans seek to balance all of these factors and are unique to each community, using methods to tune amenity distribution and types to respond to the community's desires and regional benchmarking to further enhance the NRPA national averages of park amenities.

We strongly believe that we can no longer afford to build our environment with single benefit projects. Each improvement in your community needs to address several issues and provide multiple benefits for the environment, for urban living and for the health, safety, and welfare of your residents. This is why we have been working with cities to combine the benefits of active transportation, healthy communities, urban greening, urban heat island reduction, carbon sequestration, stormwater runoff, and placemaking into their park systems. These planning efforts also need to close the gaps of equitable distribution, increase assets to meet the community's park acreage standards, look for efficiencies in park use by considering amenity infills, and re-invent recreational experiences that are translated into great personal experiences.

KTUA will be the prime consultant on this project, and I will serve as the principal in charge. As a certified planner with over 40 years of park and recreation experience and having completed many park master plans throughout California, I will help oversee the project. Jacob Leon will lead the outreach for the project as well serve as the project manager. Jacob is bilingual and fluent in Spanish. He has spent his career as an outreach specialist, finding strategies and tools to get the most out of the engagement process. He is responsible for recently completing the Ontario Citywide Parks Master Plan. We suggest that you touch base with our references (Nick Gonzalez) on this project to verify the quality of our work, our solution-based approach, and our innovative techniques for communication, analysis and recommendations. Matt Wilkins will assist Jacob on this project. Matt has recently completed several park master plans throughout Southern California.

We have teamed with the Matrix Consulting Group (MCG) to provide you with the full range of services that you will need for this project. MCG is an organization that partners with public agencies who are responsible for managing recreation and operational assets and programs. If the option is chosen, KTUA will also utilize the services of RRC. This firm specializes in statistically valid recreation based surveys. Kim Baranek with Baranek Consulting Group will support the team with Initial CEQA review and environmental documentation assuming a negative declaration or mitigated declaration.

With significant grant money available for parks at the federal, state and regional level, a comprehensive park and recreation master plan is critical in organizing for and pursuing funding sources. With the changes in our society related to the pandemic, thoughtful planning and great parks are more important than ever. A plan that is visionary and that offers innovation and community support wins grants. KTUA would like the opportunity to help you provide a powerful and motivating vision, one that originates from the community but is enhanced through our experience and innovation. We look forward to speaking with you about enhancing the recreational opportunities for the City of Montclair. We believe in equity of park access and in supporting disadvantaged communities or those that are underserved. We are a great match for your project and look forward to discussing your project in more detail in the future.

Consulting Services Agreement: KTUA certifies that it agrees to the City's Consulting Services Agreement terms and conditions.

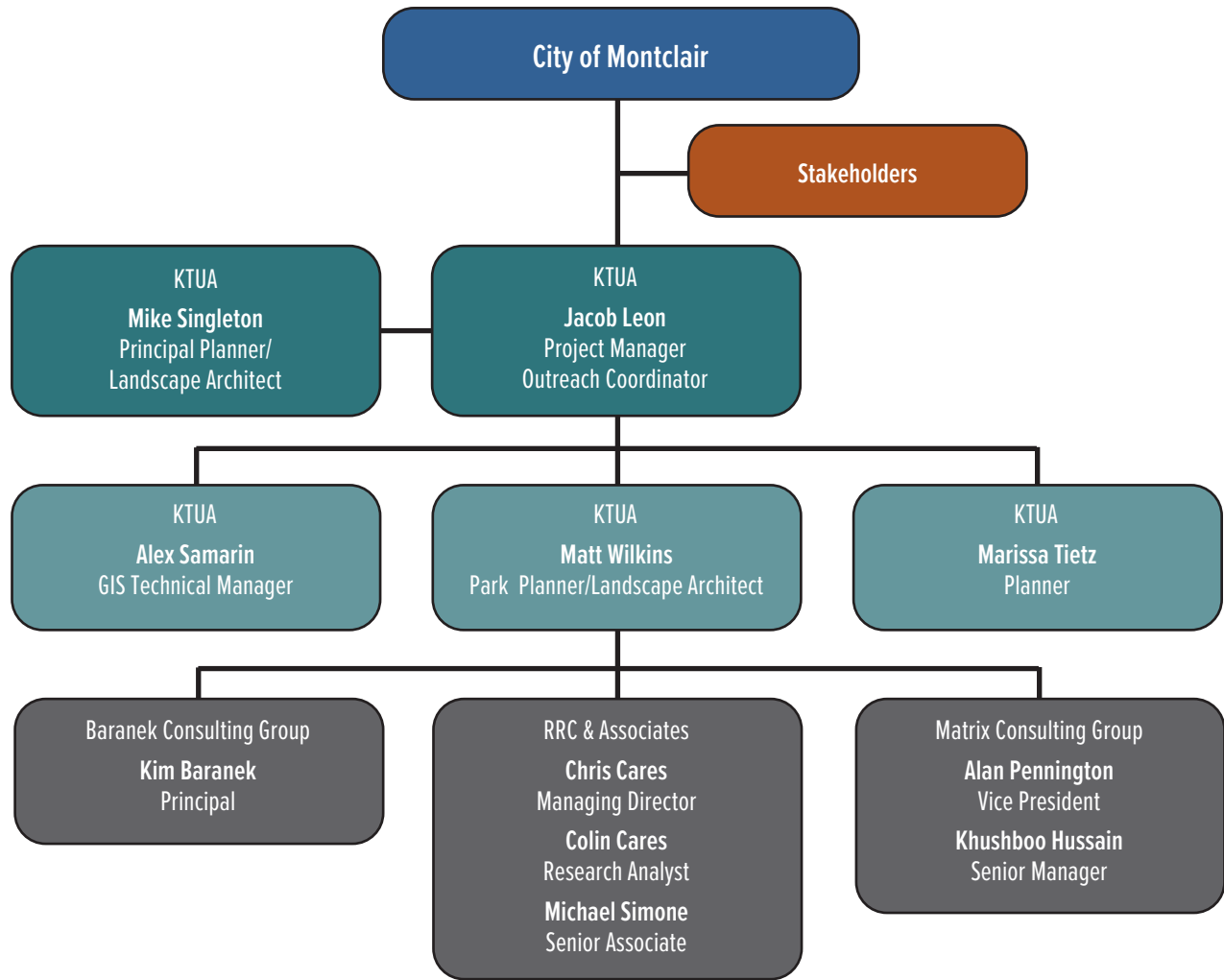
Respectfully submitted,



Mike Singleton
Principal Planner/Landscape Architect

KTUA PRIMARY CONTACT INFORMATION

Michael Singleton | AICP CTP, CA PLA, LEED AP
3916 Normal Street, San Diego, CA 92103
619-294-4477 x134; Fax: 619-294-9965
mike@ktua.com



STAFFING COMMITMENT: Key KTUA personnel are available for the duration of the project. Key staff will not be removed or replaced without the prior consent of the City of Montclair.

KTUA STAFFING PLAN

KTUA utilizes the Resource Planning module of Deltek Vision for weekly staff scheduling, allowing us to accurately schedule staff resources with the appropriate experience to meet project deadlines. Staffing responsibilities include:

1. The assigned project manager is involved in the review of the scope, the preparation of the fee and the contract negotiation.
2. The project manager works with the client to develop and validate the overall goals and objectives of the project, as well as identify project issues, requirements, budgets, milestones, deadlines, and design parameters.
3. A project schedule is developed by the project manager indicating all submittals and review periods. The QC manager reviews the schedule to assure that adequate time has been allocated for implementation of the quality control process, including review and coordination of consultant work, and corrections and revisions identified in the QC process.
4. The KTUA policy is to assign a team of experienced professionals that stay with the project from concept through completion, ensuring seamless integration from one phase to the next.

KEY STAFF RESOURCES

13 Landscape Architects, 8 Planners (2 AICP), 2 Transportation Planners, 2 Landscape Designers, 2 Irrigation Designers, 1 GIS Analyst, 1 Graphic Designer, 1 Transportation Engineer, 2 Accounting. Additional Capabilities such as Outreach Facilitators, Interpreters and Translators.



Mike Singleton is the principal of KTUA's planning team. A common theme for Mike's work is the integration of nature into new development and the reintroduction of nature in existing communities. He combines his experience with utilizing GIS tools for an in-depth analysis of geographic, demographic, land use and transportation factors along with his site planning, park planning and resource planning background.

Mike has successfully served as a workshop/project facilitator for a wide variety of project types, including community redevelopment, park master plans, natural resource management plans, active transportation and trail projects. He works in close coordination with community groups, citizen advisory committees, task forces, city agencies and other public groups to identify project goals and community concerns, discuss project alternatives, and develop solutions to the benefit of the user, client and community.

EDUCATION

- B.S. Landscape Architecture, Cal Poly San Luis Obispo

REGISTRATIONS

- 2011 AICP Certified Transportation Planner 013444, exp. 3/31/23
- 2009 LEED-AP (Lifetime Certification)
- 1984 California Landscape Architect, PLA 2386

AFFILIATIONS

- American Society of Landscape Architects
- American Planning Association
- Association of Pedestrian and Bicycle Professionals
- Circulate San Diego

AWARDS

- 2021 APWA (Parks \$2-\$5M) Honor Award, Port of San Diego Chula Vista Bayfront Sweetwater Bicycle Path and Promenade
- 2020 Circulate San Diego Healthy Community Award; APA San Diego Transportation Planning Award of Merit; City of National City INTRA-Connect Plan
- 2020 APWA Encinitas Coastal Rail Trail Project of the Year, Transportation (\$6-\$25M category)
- 2020 APWA SDSU ENS 700 Field Project of the Year Parks (\$2-\$5M category)
- 2020 APA Inland Empire, Comprehensive Plan- Large Jurisdiction, Prado Regional Park Master Plan
- 2020 APA San Diego Comprehensive Plan - Large Jurisdiction Award of Merit, City of Oceanside Parks & Recreation Master Plan
- 2020 APA Central Coast Comprehensive Plan - Small Jurisdiction Award of Merit, Goleta Parks, Facilities, and Playgrounds Master Plan

CITY OF MONTEBELLO PARKS MASTER PLAN

Principal planner/landscape architect for a parks and facilities master plan that entailed research, analysis, and inventory of the existing parks and park facilities to understand the current conditions and lifespans of the City's assets. An extensive community outreach was conducted to gauge city, key stakeholder, and resident use of the facilities along with understanding their desires in future park improvements. The team utilized an advanced GIS mapping technique to analyze the park distribution to develop a comprehensive master plan, indicating specific improvements. *Record of Completion: Tasks were completed on time according to the project schedule.*

CITY OF OCEANSIDE PARKS AND RECREATION MASTER PLAN

Principal landscape architect for the City of Oceanside Parks and Recreation Master Plan. Oceanside has an excellent parks system so the primary focus on the master plan was to enhance facilities at the existing parks to meet current and future demand, rather than create new parks. The extensive outreach process indicated that improving walking and biking connections to parks, preserving open space, and creating trails through open space were the community's top needs. Trails through existing open space can be a challenge as property owners may not allow this. However, through the GIS analysis, new trails were recommended through land that is owned by government agencies and conservancies where it is more likely that trails can be built for the public. Specific responsibilities included performing an existing conditions and inventory analysis, conducting a Level of Service analysis, developing design standards, developing recommendations for park infill capabilities, developing recommendations for new parks, devising a funding plan, and creating a priority and action plan. *Record of Completion: Tasks were completed on time according to the project schedule.*

CITY OF ONTARIO PARKS MASTER PLAN

Principal-in-charge responsible for the oversight of inventory of park assets, recommendations, park specific master plans, and other project tasks. The plan identified amenity gaps, level of service, and equity distribution throughout the City. Supervised the assessment of park and recreation facilities, determining suitable recommendations, and developing the final report for the master plan. *Record of Completion: Tasks were completed on time according to the project schedule.*

CITY OF GOLETA PARKS, FACILITIES, AND PLAYGROUNDS MASTER PLAN

Principal-in-charge responsible for oversight and conducting public outreach, performing an existing conditions and inventory analysis, conducting a Level of Service analysis, developing design standards, developing recommendations for park infill capabilities, developing recommendations for new parks, devising a funding plan, and creating a priority and action plan.



Jacob Leon is an associate planner and outreach facilitator at KTUA. His project responsibilities entail network and facility design, public outreach, technical drafting, and 3D modeling. He is an integral member of KTUA's tactical urbanism team, raising public awareness of the benefits of thoughtful urban design, safe pedestrian and bicycle accessibility, and green infrastructure. His strong background in 3D modeling and graphic design allows him to produce effective digital and printed media to help communicate design concepts. His experience in mobility planning projects include active transportation plans, complete streets plans, bicycle and pedestrian master plans. These projects entail network and facility design, public outreach, technical drafting, and 3D modeling. His experience in landscape architecture includes feasibility studies, site analysis, and park design.

EDUCATION

- Bachelor of Landscape Architecture, Cal Poly, San Luis Obispo

REGISTRATIONS

- 2014, LEED Green Associate

AFFILIATIONS

- American Society of Landscape Architects
- Association of Pedestrian and Bicycle Professionals

SPECIAL SKILLS

- Spanish Fluency

AWARDS

- 2020 San Diego Green Building Council, Unbuilt Most Efficient EUI Merit Award, Southwestern College Landscape Nursery Technology Center
- 2020 APA Inland Empire, Comprehensive Plan- Large Jurisdiction, Prado Regional Park Master Plan
- 2020 Circulate San Diego Healthy Community Award; APA San Diego Transportation Planning Award of Merit; City of National City INTRA-Connect Plan
- 2020 ASLA San Diego Award of Merit; 2019 APA California, Comprehensive Plan Small Jurisdiction; 2019 APA Inland Empire Comprehensive Plan Small Jurisdiction, Award of Excellence, San Jacinto Trails Master Plan
- 2019 APA Central Coast; 2018 APWA-California Central Coast Project of the Year, Special Studies Under \$2M Category; Goleta BMP Award of Excellence
- 2019 APA Central Coast-Paso Robles BMP Award of Merit
- 2019 APA San Diego Achievement Award, Transportation Planning, City of Vista Townsite Dr. Corridor Study
- 2019 SCAG Sustainability Award for Active, Healthy and Safe Communities; and 2019 APA OC Transportation Planning Merit Award: City of Santa Ana - Central Complete Streets Plan

CITY OF ONTARIO PARKS MASTER PLAN

Project manager. Weekly tasks included communication between the client and project team members, managing a team of in-house GIS analysts and community outreach specialists, and maintaining project milestones on schedule. His extensive experience with community outreach helped the team and city navigate the COVID-19 pandemic by developing an alternative outreach strategy plan that included the use of online communication tools. Other responsibilities included assessing park and recreation facilities, determining suitable recommendations, and developing the final report for the master plan. *Record of Completion: Tasks were completed on time according to the project schedule.*

CITY OF PLACENTIA OPEN SPACES AND URBAN GREENING PLAN

Assistant project manager. Designed, coordinated, and completed many tasks throughout the project's planning process. Assisted in the development of a comprehensive community engagement plan that included strategies, branding, announcements, workshop exhibits, and summaries in both English and Spanish. Also helped develop park and active transportation recommendations based on the field work, analyses, and community feedback the team received. *Record of Completion: Tasks were completed on time according to the project schedule.*

CITY OF MONTEBELLO PARKS MASTER PLAN

Associate planner/outreach facilitator for a parks and facilities master plan that entailed research, analysis, and inventory of the existing parks and park facilities. Facilitated an extensive community outreach to gauge city, key stakeholder, and resident use of the facilities along with what they desired to see in future park improvements. The team utilized a variety of tools such as SurveyMonkey and advanced GIS mapping software to collect community feedback. Assisted team with workshop facilitation in English and Spanish.. *Record of Completion: Tasks were completed on time according to the project schedule.*

CITY OF LA MESA MACARTHUR PARK OPPORTUNITIES AND CONSTRAINTS STUDY AND PARK MASTER PLAN

Outreach facilitator responsible for coordination and preparation of materials for three community workshops. Public outreach materials included online and paper surveys, flyers, postcards, and email announcements. Spanish translation and interpretation were included for all materials and workshops. Analyzed and summarized all public input to use as a guide for future recommendations. Additional involvement included field work, a site analysis of the project's site and boundaries, and document production.



Matt Wilkins is an associate landscape architect at KTUA. Matt has worked in inter-disciplinary groups throughout his career and brings valuable knowledge of sustainability, park design, landscape architecture, construction, and digital technology to the team. His dedication to the profession and interest in 3D and digital technology has allowed him to lead the discussion about technology use in practice. He is currently the Webmaster of the American Planning Academy Central Coast Section and a frequent presenter at national conferences. He has performed numerous field investigations, prepared and led park design from concept to completion, and has created various 3D models, animations and photo simulations for site and city-wide design solutions. With his passion for building a better tomorrow and background in athletics, Matt is dedicated to building better parks for our communities.

EDUCATION

- B. Landscape Architecture, Minor in Sustainability, Cal Poly, San Luis Obispo
- Architectural Studies, Allan Hancock College

REGISTRATIONS

- 2012 LEED Green Associate
- 2018 CA Landscape Architect PLA 6398, exp. 6/2023

AFFILIATIONS

- American Society of Landscape Architects
- American Planning Association
- Digital Technology Practicing Professional Network, Co-chair

AWARDS

- 2020 APWA Ocean Beach Street Access Honor Award, Parks (\$2-\$5M category)
- 2020 CMAA San Diego, Public Works Less than \$15 M, Ocean Street Beach Access Improvements
- 2020 American Society of Concrete Contractors Decorative Concrete Council, First Place, Ocean Street Beach Access Improvements
- 2017 APWA, Armorlite Drive Complete Street Plan
- 2014 ASLA Junipero Serra Museum Historic Landscape Assessment and Documentation
- 2014 ASLA, City of Lemon Grove Main Street Promenade

CITY OF MONTEBELLO PARKS MASTER PLAN

Project manager for a parks and facilities master plan that entails research, analysis, and inventory of the existing parks and park facilities to understand the current conditions and lifespans of the city's assets. Facilitating an extensive community outreach to gauge city, key stakeholder, and resident use of the facilities along with what they desire to see in future park improvements. The team utilized an advanced GIS mapping technique to analyze the park distribution to develop a comprehensive master plan, indicating specific improvements.

CITY OF ONTARIO PARKS MASTER PLAN

Landscape architect in charge of inventory of park assets and assisting with the draft recommendations, park specific master plans, and other project tasks. Working closely with the project team to identify amenity gaps, level of service, and equity distribution throughout the City.

CITY OF VICTORVILLE PARKS MASTER PLAN

Lead landscape architect assisted with the preparation of a parks master plan for the City of Victorville. KTUA was responsible for public outreach, inventory, maintenance analysis, visioning, CEQA and presentation support for this project.

CITY OF PERRIS PARKS MASTER PLAN

Project manager assisting with the trails, maintenance, and infill opportunities within the City of Perris. Working closely with the City and project team to also assist in various analysis and inventory tasks along with the eventual recommendations for the parks master plan.

TOWN OF PHELAN COMMUNITY PARK

Senior landscape architect/project manager responsible for providing a conceptual master plan design for the park. The project team worked closely with the Phelan/ Piñon Hills Community Services District to produce several conceptual alternatives which explored various design arrangements for the currently undeveloped 26 acres of land. The park's program includes: two active soccer and baseball/softball fields, playgrounds, a skate park, pump track, equestrian facilities, dog park, amphitheater, picnic areas, plazas, and other recreational facilities and infrastructure.

ADDITIONAL RELEVANT EXPERIENCE

- City of Thousand Oaks Conejo Community Park and Community Center
- City of Grover Beach Senior Center Feasibility Study
- National City Pepper Park Expansion Vision Plan



As an associate, Alex Samarin provides technical oversight for GIS workflows, and guides GIS analysis for assessing the impact of planning projects. He has a broad range of experience applying GIS in utilities management, transportation planning, and environmental analysis. Alex is passionate about projects that provide mutually-beneficial solutions to the human-environment relationship. His previous work spanned regional transportation modeling, regional habitat connectivity, and utility network mapping.

EDUCATION

- M.A. Geography, (Natural Resource Management and Environmental Policy), San Diego State University, 2015
- B.A. Geography, (Geographic Information Systems), Minor, Environmental Law and Planning, UC Santa Barbara, 2008

REGISTRATIONS

- 2021 GISP, GIS Certification Institute 160988

AFFILIATIONS

- Association of Environmental Professionals (AEP)
- Association of Pedestrian and Bicycle Professionals

AWARDS

- 2020 APA Inland Empire, Comprehensive Plan- Large Jurisdiction, Prado Regional Park Master Plan
- 2020 Circulate San Diego Healthy Community Award; APA San Diego Transportation Planning Award of Merit; City of National City INTRA-Connect Plan

CITY OF PLACENTIA OPEN SPACES AND URBAN GREENING PLAN

GIS manager, created a “park needs” model that incorporated elements of active transportation needs that was based on travelsheds from parks, park acreage, and a network that used pedestrian-focused features like cul-de-sac cut-throughs. Calculated the current greenhouse gas sequestration of Placentia’s existing urban forest based on tree species and size, and the additional sequestration by tree plantings proposed in the urban greening plan.

COUNTY OF SAN LUIS OBISPO PARKS NEEDS ASSESSMENT

GIS manager, performed level-of-service analysis for San Luis Obispo County based on population projections and parks distribution. This included a travelshed population analysis, segmented by park type, travel mode, and travel time.

CITY OF HESPERIA PARKS MASTER PLAN

GIS manager, conducted analysis of park amenities and population level-of-service, focusing on recommendations for new facilities and active transportation connections among parks.

PHELAN - PIÑON PINES PARKS MASTER PLAN

GIS manager for park level-of-service analysis in two rural communities underserved by park facilities. Analysis considered the unique context of sparse populations, greater distances and drive times, as well as population growth and potential future parks and amenities.

CITY OF CORONA PARK INVENTORY AND NEEDS ASSESSMENT

Project manager, coordinated analysis of the population-based and geographic level-of-service for parks and park amenities. Population-based level-of-service included a 15-year projection based on potential future park development and regional population estimates. Park amenities analysis applied standards from the 2020 Agency Review by the National Recreation and Park Association. Park-specific underutilized areas were identified based on criteria like gradient and desired amenity. Areas underserved by parks in the City were identified by applying the Corona General Plan park standard to network-distributed service areas (park travelsheds) for walking, biking, and driving.

VAIL LAKE TRAIL MANAGEMENT, LAKE MANAGEMENT, AND CAPITAL IMPROVEMENTS PLANS

GIS manager, managed data and GIS staff for trails management plan as a component of the overall site development and operations plan for privately-owned RV and camping resort. Recommendations for trail management considered the connectivity of park amenities and complete trail network connectivity; type of trail users; historical and desired uses; and biological and physical constraints.



ALAN PENNINGTON

VICE PRESIDENT, MATRIX CONSULTING GROUP

Alan Pennington leads our General Consulting Practice which includes our Parks and Recreation practice area. He has served as the Project Manager or Lead Analyst on over 300 local government studies including recent parks and recreation engagements. Alan has extensive experience conducting assessments for parks and recreation operations including evaluation of policies and procedures.

Alan's relevant experience include:

- Completed over 300 local government assessment including over 50 parks and recreation evaluations.
- Implemented numerous approaches to ensuring stakeholder feedback and input is fully integrated into the evaluation and development of recommendations.
- Extensive experience evaluating parks and recreation services including ensuring maintenance of existing programs and facilities, and opportunities to expand to meet identified community needs in a financially sustainable manner.

Experience Highlights

Milpitas, CA: Alan was the Project Manager on for the Matrix Consulting Group's portion of the Park Master Plan update. Our scope of work included:

- Evaluation of recreation programs, fee evaluation and calculation of cost recovery,
- Evaluating staffing requirements, and
- Development of a cost recovery policy and City Council resolution. The City Council adopted the recommended cost recovery policy without modification providing for the first time a formal cost recovery target for staff to utilize in developing programs and fees.

Seattle, WA: Alan was the Project Manager on this study that included a review of the parks maintenance function for the City of Seattle and developed recommended maintenance and improvement standards and aligning staffing with these standards. Key analysis included:

- Toured all parks to evaluate current maintenance standards.
- Reviewed preventive maintenance standards.
- Developed staffing and policy recommendations for parks maintenance needs in compliance with best management practices.

Role on This Engagement: Alan will serve as a lead analyst on this engagement.

Relevant Clients:

- CA Los Angeles
- CA Menlo Park
- CA Rancho Palos Verdes
- CO Fort Morgan
- FL St. Cloud
- HI Maui County
- IL Elmhurst Park District
- IL Orland Park
- IL Tinley Park
- KS Johnson County
- MA Orleans
- MI Grand Rapids
- MI Portage
- MO Raymore
- NJ Franklin Township
- OR Tigard
- TX Ft. Worth
- TX Schertz
- TX Southlake
- WA Everett
- WA Seattle

Years of Consulting Experience: 14

Years of Government Experience: 13

Education:

BA, University of Maine, Public Management.

MPA, University of Maine,

Professional Association:

Association of Local Government Auditors (ALGA)

Government Finance Officers Association (GFOA)

International City-County Management Association (ICMA)

KHUSHBOO HUSSAIN

SENIOR MANAGER, MATRIX CONSULTING GROUP



Ms. Hussain is a Senior Manager who manages cost allocation plan, user fee, development impact fee, and cost of service engagements. Her experience with the firm also includes participation in operational audit engagements focusing on reviewing organizational, staffing, and internal processes to enhance services.

Khushboo's relevant experience include:

- Completed over 100 cost of service studies for clients across the United States.
- Analysis focuses on development and documentation of direct and indirect costs, fair and equitable allocation methodologies, defensible results.
- Expertise also includes development of fiscal policies and procedures relating to cost of service and cost recovery.

Experience Highlights

Manhattan Beach, CA: Khushboo served as the project manager on this engagement which looked and developing a citywide cost plan and comprehensive user fee study. Key analysis includes:

- Development of allocation metrics to ensure fair and equitable accounting of services and costs.
- Verifying local and state authorizations for setting and charging fees, including noting state set limits or caps.
- Ensure cross-departmental support provided by other departments was captured in the full cost.

South Pasadena, CA: We conducted a citywide fee study, determining the full cost of city services, identifying subsidies, and recommending annual increases. Key analysis included:

- Determining appropriate time estimates for plan review, inspection, and permitting services.
- Development of fee increase options, including annual increases and phased implementation.
- Presentation to stakeholders to ensure understanding of results.

Role on This Engagement:

Khushboo will serve as an analyst on this engagement.

Relevant CA Clients:

- Berkeley
- Citrus Heights
- Cupertino
- Dixon
- Elk Grove
- Fairfield
- Humboldt County
- Livermore
- Long Beach
- Manhattan Beach
- Orange
- Pacific Grove
- Redwood City
- San Bernardino County
- San Pablo
- San Mateo
- Santa Clara
- Santa Clara County
- Sonoma County
- South San Francisco
- Stanislaus County
- Sunnyvale
- Vacaville
- Winters

Years of Experience: 9

Education:

B.A., University of California – San Diego, International Economics

M.A., University of California – San Diego, International Affairs

Professional Association / Certification:

California Society of Municipal Finance Officers

OMB Cost Allocation Best Practices



CONTACT

P: 303-396-1625

E: chris@rrcassociates.com

W: rrcassociates.com

RELEVANT BOARD EXPERIENCE

- **(Former) Breckenridge Outdoor Education Center, Breckenridge, CO – boec.org**

- **GP RED – Research, Education and Development for Health, Recreation and Land**

C. Chris Cares

Managing Director/Founding Partner

ABOUT

Chris possesses a diverse background in recreation and tourism research. A founding partner of RRC Associates, he specializes in practical research techniques including survey and qualitative research, modeling and applied analysis to support planning efforts and to solve problems in municipal administration and business applications. Parks and recreation needs assessments, with emphasis on adventure sports, are particular areas of specialization. Additionally, Chris has decades of experience working with the outdoor recreation industry including mountain resorts on summer and winter activities/facilities. Chris has overseen hundreds of community/citizen surveys in cities and counties throughout the United States, which provide input to parks, recreation, trails, open space, and planning needs assessments. These studies are typically incorporated into parks and open space master plans, or other policy documents.

EDUCATION

Master of City Planning: Harvard University 1975
 Bachelor of Arts, Political Science: University of Rochester 1972

PROFESSIONAL EXPERIENCE

1983 to present Managing Director/Founding Partner, RRC Associates, Boulder, CO
1977 to 1981 Planner/Associate, Gage Davis Associates, Boulder, CO
1976 to 1977 Planner, City of Boulder, Boulder, CO

RELEVANT WORK EXPERIENCE

Parks & Rec. Surveys/Assessments

- Broomfield, CO
- Cedar Rapids, IA
- Cripple Creek, CO
- Eagle-Vail, CO
- Erie, CO
- Fruita, CO
- Grand Junction, CO
- Ken Caryl Ranch, CO
- Jefferson County, CO
- Larimer County, CO
- Louisville, CO
- Lafayette, CO
- Oklahoma City, OK
- Palm Springs, CA
- Park County, CO
- State of New Mexico SCORP
- Spokane, WA
- Superior, CO
- Village at Castle Pines, CO

Housing & Transportation Assessments

- Aspen/Pitkin County, CO
- Boulder, CO
- Eagle County and Town of Vail, CO
- Grand Junction, CO
- Lafayette, CO
- Longmont, CO
- Pueblo, CO
- San Miguel County, CO
- Weld County, CO
- Westminster, CO

Tourism and Ski Area Visitor Research

- National Ski Areas Association
- Colorado Ski Country USA
- Vail Resorts
- Breckenridge Tourism Office
- Copper Mountain
- Telluride Ski and Golf Company
- Upper Colorado River Research, CO



CONTACT

P: 720-250-7324

E: colin@rrcassociates.com

W: rrcassociates.com

Colin Cares

Research Analyst

ABOUT

Based in Carbondale, Colorado, Colin is a highly skilled data analyst and data visualist. At RRC, Colin has been an “in-house expert” in applying Tableau, SPSS, and other data analysis tools to create clear and compelling visualizations of data and help uncover research insights on a diversity of projects. Colin also has an in-depth background in digital marketing platforms and tools, including experience with Google Analytics, Doubleclick, Bid Manager, AdWords, Tag Manager, and Facebook Ad Manager.

EDUCATION

Bachelor of Arts in English, Minor in Religious Studies, Colorado College 2011

PROFESSIONAL EXPERIENCE

- 2017 to present* Director of Research, RRC Associates, Boulder, CO
- 2016 to 2017* Consultant, Drift LLC, Carbondale, CO
- 2014 to 2016* Analyst/Digital Ad Trafficker, Backbone Media, Carbondale, CO
- 2008 to 2014* Project Assistant, RRC Associates, Boulder, CO
- 2009 to 2013* Professional Cyclist, Quick Release Racing
- 2006 to 2009* Professional Cyclist, USA Cycling, Colorado Springs, CO

RELEVANT WORK EXPERIENCE

Tourism/ Visitor Research

- Sun Valley Airport, ID
- Durango Airport, CO
- Eagle County Airport, CO
- Upper Colorado River, CO
- Breckenridge Tourism Office, CO
- Aspen Skiing Company, CO
- Visit Estes Park, CO
- National Ski Areas Association, CO
- SKI Magazine Reader Survey, CO
- Warren Miller Film Tour, CO
- Yellowstone National Park, WY/M

Affordable Housing Survey

- Roaring Fork/Lower Colorado River Valleys, CO
- San Miguel County, CO
- Vail, CO

Citizen Surveys

- Vail, CO
- Gunnison, CO
- Edgewater, CO

SERVICE AND ADDITIONAL EDUCATION

- Roaring Fork Conservancy River Stewards Board Member
- Tableau Conference 2015 - 2018
- Edward Tufte: Presenting Data and Information
- HBX Core: Harvard Business School Online Introductory Course.

Kim Baranek

Principal/Senior Project Manager



Employment

Principal, Baranek Consulting Group, Inc. (2013-Present)
Principal Planner, HELIX Environmental Planning, Inc. (1997-2013)

Certifications

City of San Diego, Emerging Local Business Enterprise (ELBE)
County of San Diego, Approved EIR Preparer
Small Business Enterprise, MWD, SDCWA, California DGS
Woman-owned Business Enterprise, California CPU

Awards

2019 and 2020, Association of Environmental Professionals, San Diego Chapter and State Conference, "Outstanding Environmental Analysis Document" Award, 2018 UC San Diego Long Range Development Plan EIR

Summary of Qualifications

As Founder and Principal of Baranek Consulting Group, Inc., Ms. Kim Baranek has over 30 years of environmental consulting experience and is responsible for day-to-day management and coordination of multidisciplinary teams in the preparation of environmental compliance documents and related technical studies. Having completed over 300 environmental documents in satisfaction of state (CEQA) guidelines and federal (NEPA) regulations, she is highly knowledgeable in regulatory requirements including state and federal statutes and local ordinances and municipal regulations. As a CEQA project manager, Ms. Baranek is responsible for public agency and client coordination, oversight of project budgets and schedules and review of technical team deliverables. She also participates in scoping meetings, project presentations to decision-making bodies, and technical support to staff during public hearings. Ms. Baranek often provides clients with strategic input and guidance on key environmental compliance issues and requirements affecting the project entitlement process. She holds a Master of Arts degree in Geography from San Diego State University and a Bachelor of Arts degree in Environmental Studies and Geography from UC Santa Barbara.

Select Project Experience

- Sam Yellen Community Park II Initial Study/Mitigated Negative Declaration, City of Palmdale.
- Mount Etna Affordable Housing Community Plan Amendment/Rezone EIR, County of San Diego/City of San Diego.
- Merge 56/Camino Del Sur/Carmel Mountain Road EIR, City of San Diego.
- Southview East Residential Addendum to EIR, City of San Diego.
- Dumbarton Mixed-Use Development IS/MND, City Newark.
- University of San Diego (USD) Master Plan and EIR, City of San Diego
- University and Innovation District Project Design Studies and SPA Plan EIR, City of Chula Vista.
- Otay Mesa Cross Border Facility EA and EIR, City of San Diego.
- Sycamore Landfill Expansion EIR, City of San Diego.
- Corrections Corporation of America/Otay Mesa Facility MND and Addendum, County of San Diego.



BARANEK
Consulting Group



healthy placemaking

KTUA is a collaboration of planners, landscape architects, GIS analysts, and graphic designers focused on the creation of livable communities. Established in 1970, KTUA has expanded the boundaries of a traditional landscape architecture office by incorporating active transportation, community planning, federal planning, and natural resource management practices into our portfolio. With this diversity, KTUA has the ability to help shape the bigger picture while addressing the fine-grained details that contribute to sustainable natural and built environments.

KTUA's planning approach is to balance the diverse needs of regions, cities, communities, neighborhoods, developers, and future users with planning that encourages placemaking that is informed by our expertise in urban design, community development, multimodal transportation, complete streets, smart growth, public engagement, and natural resource management. With a goal of healthy communities and long-term stewardship of the land, KTUA has a track record for creating active public space that promotes public health, engages the community, contributes to economic growth, enhances public and private investments, optimizes land values, and provides a sustainable legacy that is memorable and attractive. Our commitment to our communities and clients is to ensure that each project is unique, collaborative, innovative, cost effective, environmentally integrated, and context sensitive.

RELEVANT EXPERIENCE INCLUDES:

- City of Goleta Parks, Facilities, and Playgrounds Master Plan
- City of Ontario Parks Master Plan
- City of Montebello Parks Master Plan
- City of Oceanside Parks Master Plan
- City of Santa Maria Parks Master Plan
- Town of Phelan/Piñon Hills Parks Master Plan
- County of San Diego Needs Assessment and Parks Master Plan
- City of Thousand Oaks Conejo Community Park
- City of Palmdale Sam Yellen Park and Arnie Quinones Park Master Plan
- County of San Bernardino Prado Regional Park Master Plan
- Port of San Diego Chula Vista Bayfront Parks Master Plan
- City of Santee Community Center and Parks and Recreation Master Plan Update
- City of Grover Beach Senior Center Feasibility Study
- City of Victorville Parks Master Plan
- City of Encinitas Parks, Beaches, Open Space and Trails Master Plan
- City of La Mesa Parks Master Plan and Safe Routes to Parks Plan



FIRM LEGAL NAME & ADDRESS

- KTU&A
- 3916 Normal Street
San Diego, CA 92103
- 619-294-4477
- 619-294-9965 Fax

KTU&A LOCAL REPRESENTATIVE

- Mike Singleton
- 3916 Normal Street
San Diego, CA 92103
- 619-294-4477
- mike@ktua.com

YEAR FOUNDED

- 1970

ORGANIZATIONAL STRUCTURE

- California Corporation

CERTIFICATIONS

- Small Business Enterprise (Metro and California Dept. of General Services), CA SBE 30007 exp. 08/31/22

FEDERAL TAX ID NUMBER

- 952750597

CORPORATE OFFICERS

- Michael Singleton, President
- Mark Carpenter, Secretary/Treasurer
- Chris Langdon, Vice President
- Sharon Singleton, Vice President

PLANNING SERVICES

- Land Use | Transportation Planning
- Active Transportation Planning
- Resource Planning
- Federal Planning

LANDSCAPE ARCHITECTURE SERVICES

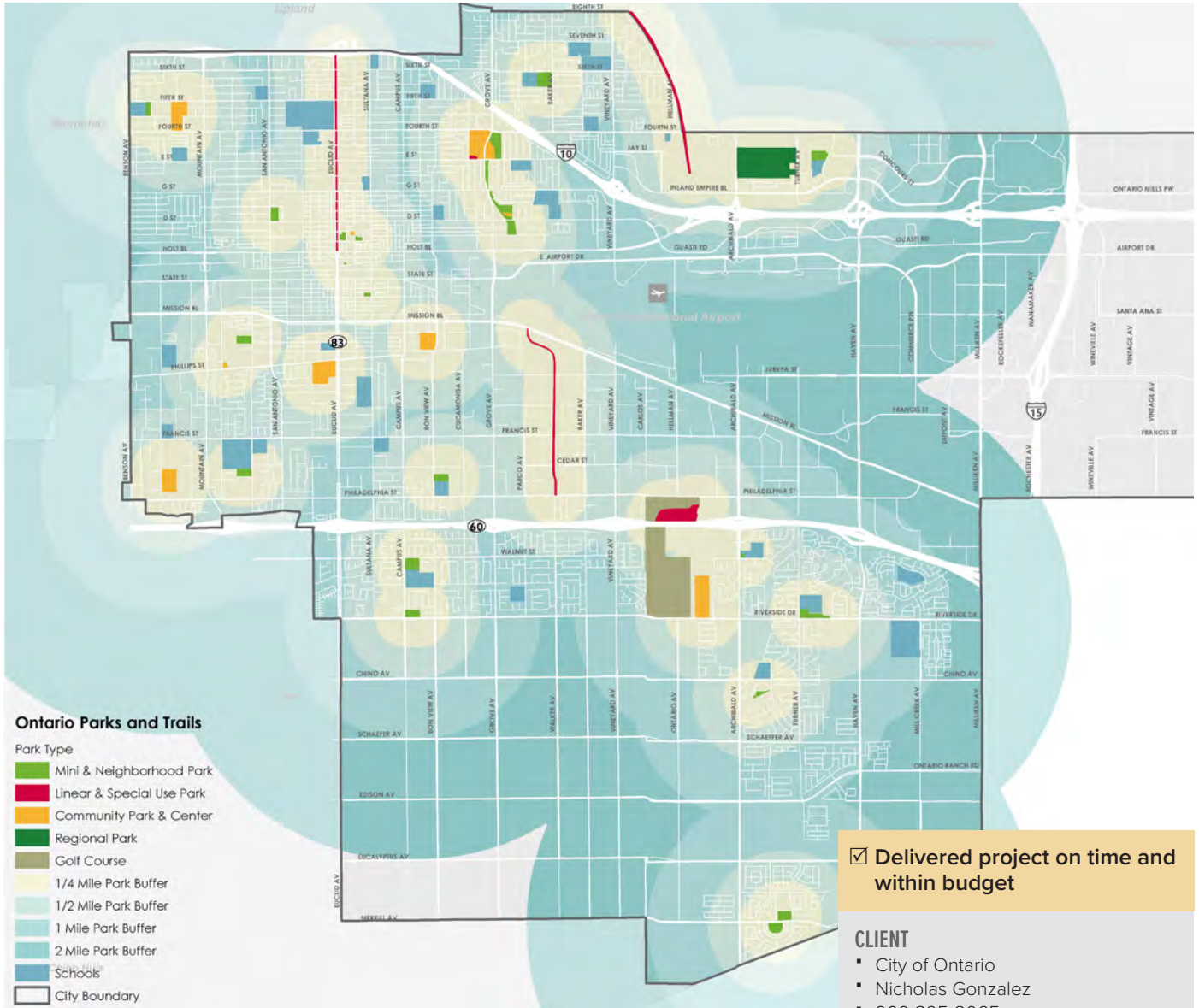
- Civic and Public Works
- Parks and Recreation
- Healthcare
- Education
- Housing
- Hospitality
- Office and Commercial

SUPPORT SERVICES

- Public Outreach
- GIS
- 3D Modeling and Simulations
- Sustainable Design
- Water Management
- Grant Writing



Agency	Project Name	Project Scope								
City of Carlsbad	Trails Master Plan									
City of Corona	Trails Master Plan									
City of Encinitas	Parks and Recreation Master Plan									
City of Goleta	Parks and Recreation Master Plan									
City of Grover Beach	Senior Center Feasibility Study									
City of Hesperia	Parks and Recreation Master Plan									
City of La Mesa	Parks and Recreation Master Plan and Safe Routes to Parks									
City of La Mesa	MacArthur Park Master Plan									
City of Montebello	Parks and Recreation Master Plan									
City of Oceanside	Parks and Recreation Master Plan									
City of Ontario	Parks and Recreation Master Plan									
City of Perris	Parks and Recreation Master Plan									
City of Pico Rivera	Urban Greening Plan									
City of Placentia	Open Spaces and Urban Greening Master Plan									
City of San Diego	Mission Trails Regional Park Master Plan									
City of San Gabriel	Parks and Recreation Master Plan									
City of Santa Maria	Parks and Recreation Master Plan									
City of Santee	Parks and Recreation Master Plan									
City of Santee	Community Center Feasibility Study									
City of Signal Hill	Parks and Recreation Master Plan									
City of Temecula	Multi-Use Trails and Bicycle Master Plan									
City of Walnut	Community Aquatics Feasibility Study									
City of Victorville	Parks and Recreation Master Plan									
Phelan and Piñon Pines	Parks and Recreation Master Plan									
County of Riverside	Box Springs Mountain Trails Master Plan									
County of Riverside	Countywide Parks Master Plan									
County of San Bernardino	Prado Regional Park Master Plan									
County of San Bernardino	Regional Parks Master Plan									
County of San Diego	Parks Master Plan									
Girl Scouts San Diego	Countywide Facilities Master Plan and CIP									
Port of San Diego	Parks Inventory and Assessment Study									
Rancho California WD	Vail Lake Trail & Lake Management Plans									



Ontario Parks

RECREATION & PARKS MASTER PLAN

The City of Ontario Recreation and Parks Master Plan (ORPMP) is a comprehensive park planning effort that provides a 10-20-year vision for the Recreation and Community Services and Parks Department. The ORPMP included an analysis of existing programming in parks and facilities, capital improvement plans, a financial strategy plan, prioritization of proposed recommendations, and an operations and maintenance plan. Identifying existing and future park needs was a critical element of the planning process, therefore requiring extensive community and stakeholder engagement, field visit to each park, and GIS-related mapping analyses. The team used a collaborative community outreach approach that included a series of public workshops, surveys, online maps, and focus group meetings. The final plan supports the City's goals of implementing prioritized park amenities and programming recommendations.

Delivered project on time and within budget

CLIENT

- City of Ontario
- Nicholas Gonzalez
- 909-395-2065
- NicholasG@ontarioca.gov

STATUS

- Completed 2021

SERVICES

- Park Master Planning
- Community Engagement
- GIS

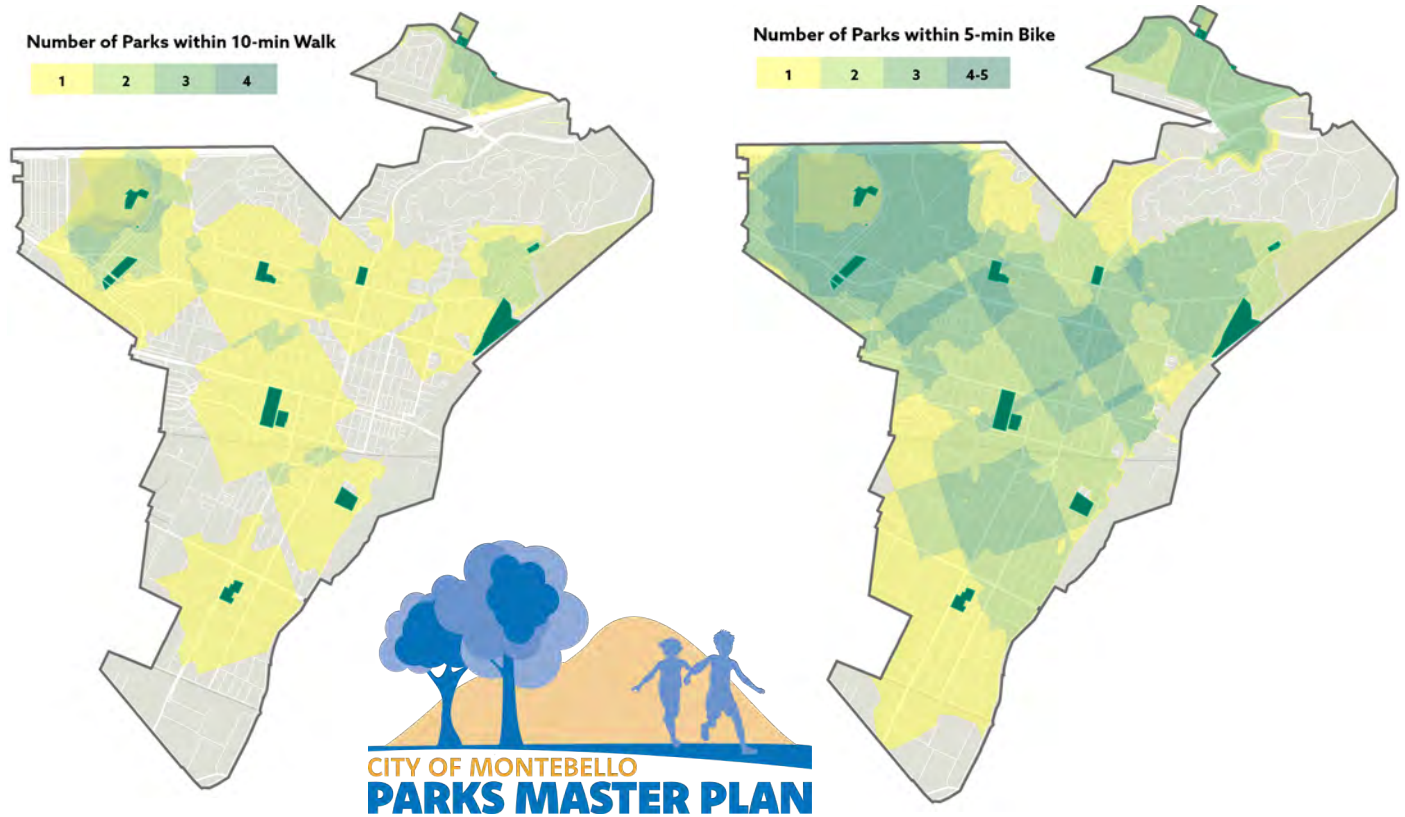
PROJECT FEE

- \$178,000

KTUA KEY PERSONNEL

- Mike Singleton, Jacob Leon, Matt Wilkins, Alex Samarin, Chris Stebbins

STORY MAP: <https://arcg.is/1bf5q5>



KTUA developed a parks and facilities master plan that entails research, analysis, and inventory of the existing parks and park facilities to understand the current conditions and lifespan of the City’s assets. KTUA facilitated extensive community outreach to gauge the City, key stakeholders, and resident use of the facilities along with what they desire to see in future park improvements. The team utilized advanced GIS mapping techniques to analyze the park distribution. The team developed a comprehensive needs assessment developed from the analysis and outreach phases to help establish the citywide parks master plan recommendations which indicate specific improvements on the city facilities, programs, financials, and various other components. KTUA is also working on three site-specific master plans of parks that are identified by the data to help determine improvements. These parks will be used to apply for Prop 68 funding which KTUA will assist the City in producing.

Delivered project on time and within budget

CLIENT

- City of Montebello
- Laurie Aguilar
- 323-887-1200 x374
- LAguilar@cityofmontebello.com

STATUS

- Completed 2021

SERVICES

- Park Master Planning

PROJECT FEE

- \$383,709

KTUA KEY PERSONNEL

- Mike Singleton
- Matt Wilkins
- Jacob Leon

STORY MAP: <https://arcg.is/0yeq0a>



**¡Por favor acompañenos!
Presentación #1**



El Plan Maestro de Instalaciones de los Parques de la Ciudad de Montebello (MPFMP) es un esfuerzo de planificación integral que proporcionará metas, políticas y objetivos para el Departamento de Recreación y Servicios Comunitarios. Sus ideas y aportaciones nos ayudarán a definir proyectos.

La ciudad está dedicada a hacer el proceso de planificación un esfuerzo de colaboración con la comunidad. Por favor, acompañanos el **22 de julio a las 6:00 pm** para una presentación en línea. ¡El equipo introducirá los objetivos del proyecto, el mapeo de condiciones actuales y le explicará cómo puede compartir sus valiosos comentarios!

**Cuándo:
22 de julio**

**Hora:
6:00 pm**

Por favor visite el sitio web para mantenerse actualizado sobre otras presentaciones comunitarias. ¡También encontrará recursos adicionales que le permitirá compartir sus comentarios!

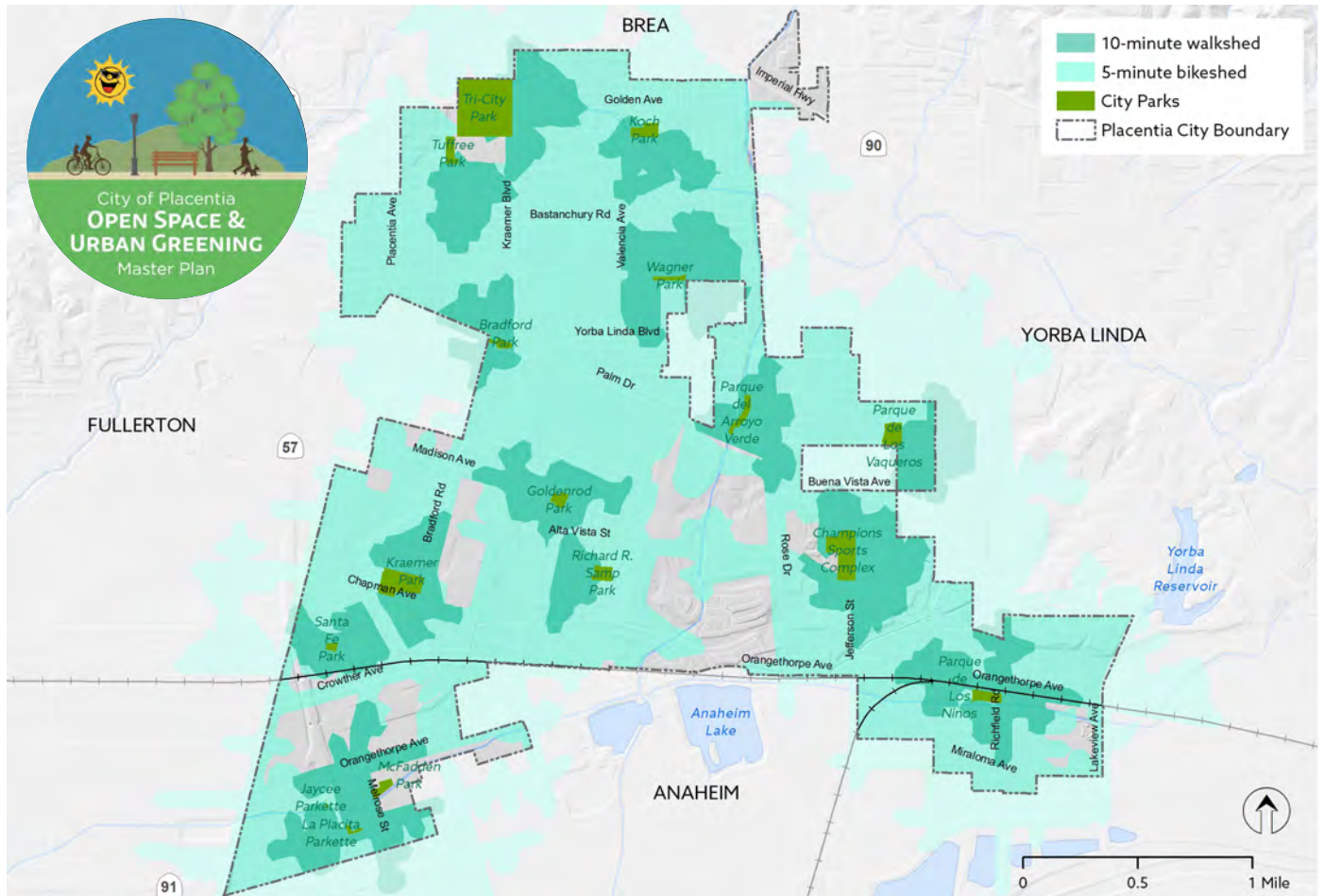
Puedes acceder el sitio web escaneando el código QR que aparece a continuación:

<https://arcg.is/0yeq0a>



Regístrese Aquí ↓

<https://attendee.gotowebinar.com/register/826368058636276495>



Placentia Open Spaces and Urban Greening Master Plan

Tamale Festival Pop-up Workshop

The Placentia Open Spaces and Urban Greening Master Plan (POSIG) is a planning effort that aims to connect parks and open spaces throughout the City. The POSIG needs your feedback to make walking and biking to parks more enjoyable, determine how to improve existing park facilities, and expand the City's urban forest. Please visit our booth at the **Tamale Festival** on **December 13** and share your feedback. We hope to see you there!

Date and Time:
Thursday
December 13, 2018
4:00 pm - 9:30 pm

Location:
Old Town Placentia
100 and 200 blocks of Santa Fe Avenue
Placentia, CA 92670

Additional Information:
For additional information, please contact Veronica Ortiz
Community Outreach Supervisor - veronica@placentia.org

The City of Placentia Open Spaces and Urban Greening Master Plan outlines a sustainability strategy to preserve and improve existing parks and open space, recapture future parks and open space, increase the urban forest, and implement urban greening strategies to reduce Vehicle Miles Traveled/ Greenhouse Gas (VMT/GHG) emissions and develop an active transportation network. KTUA provided a comprehensive review and analysis of all existing and potential parks and open space areas with feedback from an extensive community engagement campaign and stakeholder meetings.

As part of various urban greening strategies, KTUA developed new non-motorized transportation options that connect people to open spaces, public transit, Old Town Placentia, the Orange County Loop (OC Loop), and the future Metrolink Station. Through GIS modeling and community input, this plan identified optimal locations for bike and pedestrian paths to encourage residents to cycle and/or walk to the City's open spaces, parks, and the OC Loop. The efforts of this plan are in line with SCAG's 2016 Regional Transportation Plan/Sustainable Communities Strategy (RTP/SCS), the Transit Integration Strategy, particularly to provide and enhance active transportation networks for Short Trips and First/Last Mile access to rail.

Delivered project on time and within budget

CLIENT

- City of Placentia
- Veronica Ortiz
- 714-993-8222
- ortiz@placentia.org

STATUS

- Completed 2020

SERVICES

- Park Master Plan
- Community Engagement

PROJECT FEE

- \$149,519

KTUA KEY PERSONNEL

- Joe Punsalan
- Brooke Whalen
- Mike Singleton
- Jacob Leon
- Alex Samarin

Matrix Consulting Group

Since 2002, The Matrix Consulting Group, based in San Mateo, CA, has worked with over 1,300 government agencies, conducting cost of service and management studies providing recommendations relating to operations, improvements, and cost recovery. The firm has extensive experience conducting comprehensive user fee studies.

The Matrix Consulting Group has worked with every type of recreation function, including traditional parks and recreation, libraries, and open space preserves. Our experience spans master and strategic planning, park condition assessments, and program staffing and cost recovery. Our project teams are well versed in the areas that most impact cost recovery, including:

- The best use of a tiered recovery approach, such as resident versus non-resident, or profit versus non-profit.
- Setting fees according to the cost recovery pyramid to ensure that premium services have a higher cost recovery.

The ultimate goal in reviewing parks and recreation costs for service, is to ensure that fees and rates are set at a level that allows the District to continue to serve the community in a manner consistent with current goals and commitments. For almost 20 years, the firm has provided maintenance and operations studies for local governments across the country.

City of Milpitas Program and Fee Assessment and Cost Recovery Policy Development (as part of larger Master Plan Update)

The Matrix Consulting Group, in partnership with another firm, has been working with the City of Milpitas on the development of a new Parks and Recreation Master Plan. The firm's primary focus was on staffing assessments, service delivery evaluation, fee assessment, and development of a cost recovery policy for City Council adoption.

A comprehensive assessment of fees and cost recovery was developed for all functional areas of the Recreation and Community Services Department. The recommended cost recovery policy was adopted without change by the City Council. The fee assessment has provided direction to staff and the City Council in adjusting fees to be more competitive with the local market and the surrounding communities while taking into consideration the unique needs of local residents and ensuring equity for all populations within the community.

Reference: Renee Lorentzen, Director, Recreation and Community Services; rlorentzen@ci.milpitas.ca.gov; 408-585-3409

City of Montebello Citywide Comprehensive Fee Study

The Matrix Consulting Group conducted a comprehensive User Fee Study for the City of Montebello. As part of the cost of services study, the project team worked with departments to review current fee services and structures, and determine the full cost associated with providing Building, Planning, Engineering, Police, Fire, and Parks and Recreation Services.

The project team provided support and guidance with development of departmental cost recovery policies, including implementing annual updates to fees. The project team also provided City staff with user fee models to conduct annual updates as needed.

Reference: David Sosnowski, Director of Recreation and Community Services; DSosnowski@cityofmontebello.com; 323-8887-4588

City of Orange Citywide User Fee Study/Development Impact Fee Study

The Matrix Consulting Group worked with the City of Orange to conduct a comprehensive citywide user fee study and development impact fee study. The comprehensive fee study covered the following department/divisions: Police, Fire, Planning, Building, Engineering, Water, Maintenance, Transportation, Parks and Recreation, Finance, and City Clerk. The development impact fee study looked at Police, Fire, Parks, and Library impact fees. The focus of these studies was to document current services costs and nexus requirements, and streamline existing fees to better reflect the services provided by each department.

Reference: Josephine Chan, Revenue Services Manager; jchan@cityoforange.org; 714-744-2236

ADDITIONAL EXPERIENCE

County of Lane, Oregon: Worked with the County to review staffing and operational costs associated with Moorage, Parking Passes, Organizational Camp, and Camping. Along with determining the full cost of service, we also conducted a national survey to benchmark fees for service.

City of Grand Rapids, MI: Worked with the City to develop a Business Plan for Parks and Recreation. This study included an overall efficiency and effectiveness assessment of operational practices, staffing requirements, services to be provided, and associated service levels.





Parks and Recreation,
Open Space and Trail
Needs Assessments

RRC has extensive experience with parks and recreation and open space and trails needs assessment studies for cities, counties, and recreation districts. The goal of the studies is to obtain citizen input on a variety of topics related to parks and recreation use and community priorities for future improvements, with particular emphasis on gauging support for community recreation centers and aquatic facilities. A variety of research techniques are used in the studies, including telephone, mail, Internet, user surveys, and focus groups. Current satisfaction levels with existing facilities and programs are also measured, as is the relative importance of specific new priorities, facilities, and policies most desired and needed by the communities. Results and conclusions from the research help guide the development of recreation master plans

Some of our clients include:

- City of Asheville, NC Parks and Recreation
- City of Bismarck, ND Parks and Recreation District
- City of Boulder, CO Parks and Recreation
- Boulder Valley (CO) School District Athletic Facilities
- Maryland-National Capital Parks and Planning Commission
- Oklahoma City Recreation Facilities & Programs Needs Assessment
- New Mexico Statewide Comprehensive Outdoor Recreation Plan
- City of Steamboat Springs, CO Parks and Recreation
- City of Burien, WA Recreation/Community Center
- City of Cedar Rapids, IA Parks and Recreation
- Town of Erie, CO Parks and Recreation, Open Space and Trails
- City of Fitchburg, WI Senior Center/Parks and Recreation
- City of Fort Collins, CO Parks and Recreation
- Denver Recreation Centers Needs Assessment
- Black Hawk, CO Open Space and Heritage Plan
- City and County of Broomfield, CO
- Larimer County, CO Open Lands
- Grand Junction, CO Parks and Recreation
- City of Sherwood, OR Cultural Arts/Community Center
- Vail Recreation District / Vail Parks and Recreation
- City of Woodburn, OR Parks, Recreation, Open Space and Trails
- Town of Silverthorne, CO Recreation and Culture Department
- City of Tulsa, OK Parks and Recreation



BARANEK CONSULTING GROUP

Baranek Consulting Group (BCG) was established in 2013 as a woman-owned environmental consulting firm that specializes in the preparation of environmental review and compliance documentations for public improvements and private development proposals in accordance with CEQA, (NEPA, and local, state and federal regulations, plans and policies. With over 30 years of environmental consulting experience for private and public clients throughout southern California, our staff have prepared and managed hundreds of programmatic and project-level environmental review documents and technical studies for various jurisdictions throughout San Diego, Riverside, San Bernardino, Los Angeles and Santa Barbara counties. In addition to environmental documentation, our staff provide services in the areas of entitlement processing; program and project management; technical studies oversight; mitigation monitoring compliance; due diligence; and extension of staff resources. BCG's Principal has been on the County of San Diego's list of approved EIR preparers since its inception. BCG is also a certified small and woman-owned business by local, regional and state public agencies.

REPRESENTATIVE PROJECT EXPERIENCE INCLUDES:

City of Palmdale Sam Yellen Community Park II Initial Study/Mitigated Negative Declaration (2020)

Managed and prepared the Draft and Final CEQA documents for a 15.5-acre community park expansion located in the eastern area of the City of Palmdale. Proposed recreation facilities consist of a community activity building, futsal courts, multi-purpose field, trail system, picnic areas, fitness course, restrooms, parking areas and driveway connections.

County of San Diego Mount Etna Affordable Housing Community Plan Amendment/Rezone EIR (2019-2020)

Managed and authored an EIR prepared by prime contractor for the County of San Diego DGS addressing the impacts of redeveloping surplus County property in Clairemont Mesa with 404 affordable housing units. The project involved a General Plan Amendment (GPA), a Community Plan Amendment (CPA), a Rezone, a Disposition Development Agreement (DDA) and a Ground Lease and a Demolition Contract for a 4.09-acre project site.

UC San Diego 2018 Long Range Development Plan EIR (2016-2019)

Directed and managed programmatic CEQA document addressing environmental impacts of expanding the University of California campus in La Jolla, California. The updated long-term plan for the campus calls for a 33% increase in campus population and a 43% expansion in campus development over a 20-year period, including construction and redevelopment of campus lands with new research facilities, healthcare space, student support facilities and campus housing.

Lake Hodges Bike/Pedestrian Bridge (2005)

Managed preparation of draft CEQA compliance document (i.e., Initial Study/Mitigated Negative Declaration) and assisted San Dieguito River Park staff in preparation of joint CEQA/NEPA document for 1,000-foot long stress-ribbon type bridge structure over potable water reservoir in the City of San Diego. Project includes assessment of bridge and trail improvements on biological resources, cultural resources, visual quality and geology/soils. Responsible for directing formatting and production of CEQA/NEPA document and related GIS graphics on behalf of park staff for submittal to City of San Diego and Caltrans/FHWA.



BARANEK
Consulting Group

Montclair Parks Master Plan Schedule

2022										2023		
MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	JAN	FEB	MAR

PROJECT ADMINISTRATION & PROGRESS REPORTING

1.1 Project kick-off meeting & site tour with City												
1.2 Team teleconferences (12)												
1.3 Progress reports and scheduling												
1.4 Review available documents												

PUBLIC ENGAGEMENT AND INFORMATION

1.5 Call to discuss engagement strategy												
1.6 Prepare engagement & visioning plan												
1.7 Project branding, website and social media												
1.8 Key Stakeholder Interviews												
1.9 Focus Group Meetings												
1.10 Digital or pop-up community workshops												
1.11 Summarize engagement efforts												

RECREATION AND TRENDS ANALYSIS

2.1 Park and facility inventory												
2.2 Park resources assessment												
2.3 Comparative analysis												

ANALYSIS OF PROGRAMS AND SERVICES

2.4 Community, family service program review												
2.5 Community and recreation services												

MAINTENANCE AND OPERATIONS EVALUATION

2.6 Maintenance evaluation												
2.7 Operations evaluation												

MAPPING UPDATE

2.8 GIS inventory												
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GENERAL PLAN AND CEQA REVIEW

3.1 Review park recommendations for General Plan compliance												
3.2 Review park recommendations for CEQA impacts												

DRAFT RECOMMENDATIONS

3.4 Conceptual vision and CIP recommendations												
3.5 Recreation, facilities and service action plan												
3.6 Recreation and Parks Needs Assessment and Plan												

FINAL COMPREHENSIVE MASTER PLAN

3.7 Presentations to City and Advisory Groups												
3.8 Preparation of final document												
3.9 Final submittal  Final Adoption.												

OPTIONAL TASKS

TASK 4 | FEE ANALYSIS

4.1 Recommendations based on existing operating and CIP budgets												
4.2 Fiscal recommendations for programs and services												
4.3. Review funding mechanisms and cost recovery practices												
4.4 Identify new or alternative funding sources												
4.5 Identify new funding practices for long-term stability												

TASK 5 | STATISTICALLY VALID SURVEY

5.1 Create survey questions in English and Spanish												
5.2 Mail postcards & surveys randomly to 4,000 residences												
5.3 Establish open survey, assist with announcements, & distribute links												
5.4 Document survey findings												

TASK 6 | ENVIRONMENTAL DOCUMENTATION

6 Environmental review and documentation												
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OUR PROCESS

Our process has proven successful on projects of similar elements and size. We analyze community and capital needs, provide financial solutions, identify alternative funding and partnership opportunities, and recommend investment strategies. We have developed and currently employ the following recognized philosophies to park planning.

Values and Vision – A Road Map to the Future. An agency’s values are based on the agency’s leadership and staff values, as well as those of the community they represent. These values and visions provide direction for an agency’s actions and help determine the community conditions that can result in the priorities needed for change.

A Strong and Comprehensive Facilitated Public Involvement Process is needed to establish detailed community issue identification, to communicate the value of public services, and provide a vision for the future that the community can support. This process should form the basis for measuring quantitative and qualitative performance for fiscal operating stewardship, managing taxpayer investments, establishing mandatory fees and charges, and funding capital development.

Focus on Equity Across the City while Recognizing Context and Needs of Individual Neighborhoods. With quantitative analysis, it is easier to find consensus on the definition of equity. However, the project should not lose sight of individual differences between neighborhoods and the historic manner in which certain newer developer-built communities paid for their current assets. It must also recognize the role of equivalencies in helping to reach these equity goals.

Appreciation of Sustainable Public Policy. The team has a strong background and understanding of the role that the natural and built environment has in the health of the community. Our years of experience with watershed planning, habitat planning, urban forestry, water quality and air quality provides us this insight and will guide us in recommending sustainable parks and facilities. This includes an increased attention to providing alternatives to vehicular access to parks and open space. Connectivity for walking, hiking and biking should be a primary goal of many of the city’s parks and public facilities. Less reliance on driving, more attention to local access, lower vehicle miles traveled, and greater improvement in personal health can result from this effort.

Focus on Implementation. Our team plans, designs, engineers, and implements parks and community facilities that get built and that can be managed effectively and operated economically. “Make no little plans; they have no magic to stir men’s blood...” is a common City Beautiful Movement term first used by Daniel Burnham in 1907. But our practical experience is to “make the right-sized plans” that provide

innovation and momentum but that are also implementable and supportable. Our decades of experience in delivering park and recreation general development plans, master plans, and construction documents also provides us with strong insight into the needed adjustments and refinements to provide guidelines for future park and public facility development, maintenance, and replacement.

Listen, then Respond. Throughout the development of the plan, team members will function as professional, unbiased facilitators to gather specific information about services, use, and preferences, as well as agency strengths, weaknesses, opportunities, and threats. Participant feedback will help to determine if the proposed techniques and formats are well received and if they provide the community with the opportunity to better understand the planning process and make a meaningful contribution. When this occurs, it results in the feeling that attending an input session was a good use of someone’s valuable time. The efforts need to focus on listening to public and staff input (as well as from elected officials) about issues, concerns, solutions, and priorities. The end result will likely be a better alignment or consensus in the direction to be taken to improve the park and recreation experiences. Building consensus on a plan requires:

- Identifying, up-front, the project “givens” or parameters.
- Making the participants aware of the process from start to finish, including where they have opportunities to contribute and who will be making the final decisions.
- Encouraging participants to listen to each other.
- Identifying common ground as the plan evolves.
- Knowing that consensus is not always possible, the team will encourage participants to think about what they can “live with” if their ideal desire is not achievable. Written records and summaries of the results of all public process and communications strategies will be provided for posting to the city’s website for wider distribution.



OUR PRINCIPLES

Often, it is more important to understand where a consultant team is coming from than the specific tasks that they intend to complete for a project. Below is a discussion of what the team believes. This will constitute the “WHY” of the project. The proposed schedule covers the “WHEN” and the overall process and detailed scope items cover the “HOW.” The work product for this study will indicate “WHERE” improvements should be made and “WHAT” should be done to improve the City’s parks, recreational elements, open spaces and programs for youth, adults and seniors.

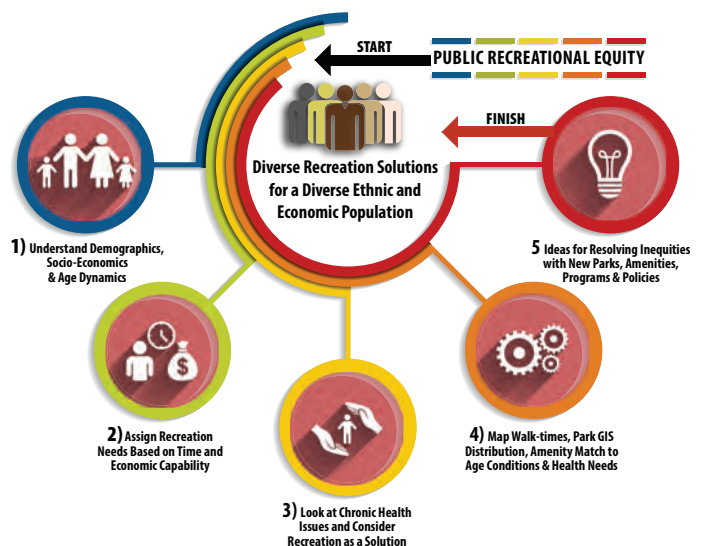
OUR PROJECT APPROACH IS BASED ON THE FOLLOWING PRINCIPLES:

- Montclair’s residents deserve safe and convenient parks.
- Parks and open spaces should be fun and provide amenities to encourage healthy activities, but also protect or enhance natural or cultural resources.
- Support for parks and open space is increased when people make parks a part of their lives. If a program immerses the public into the community resource, then they become advocates for protecting, expanding, or enhancing these resources. They are also more likely to be willing to pay to participate in these programs.
- New development should support its own new residents and meet a fair share of the new recreation demand.
- Since the largest desired recreational activity is walking, running, hiking, and biking, the plan needs to address linear connections and open space in support of park acreage and facilities, as well as 10-minute walking access to parks.
- The plan must be based on public input that recognizes national and local recreational trends, population forecasts, and area specific desires. However, the standards are guidelines for comparison and not mandates. Local priorities should provide the direction for the overall plan.
- A balance is needed between the demands of the broader public while protecting local neighbors from real (not perceived) negative impacts.
- Investments in parks and recreation assets should take into account habitat and cultural resource protection, open space access, ADA universal access, stormwater runoff control, and urban forestry benefits for air quality and urban heat island reduction.
- Investments in other programs should take into account the needs of underserved communities or the special needs of population segments that rely on public programs. Integration of the underserved increases the strength of the entire program and provides equity and solutions to those who may not have access.
- In many cases, infill of new amenities within existing parks and community facilities may be the proper solution compared with the acquisition of new park lands. Space can usually be found in existing city parks and facilities if efficiently laid out to rely on not fully developed public lands.
- Non-standard, linear, pocket and other public realm spaces should be explored for meeting park expectations.

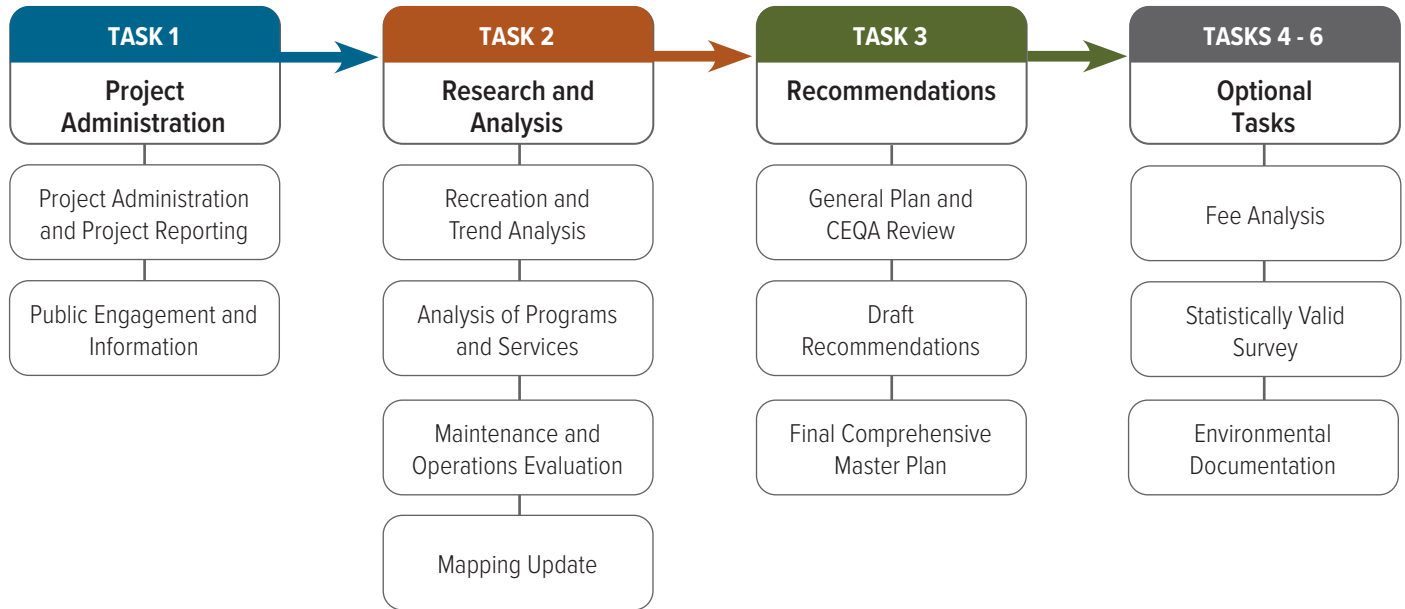
- GIS tools and demographic data should be used to determine equitable distribution, with an emphasis on providing close access to recreational experiences that start at a person’s front door instead of their car door in a parking lot near a park or community facility. Locating transit options near these facilities or locating city parks and facilities near transit services can help make distribution and access more equitable.
- The economics of park development and funding must be an essential part of the recommendations and implementation plan.
- Maintenance, staffing, operational costs, and other non-facility expenses can often add up to more than the value or cost of physical facilities and therefore needs to be taken into account in this overall master plan process

PARK RECREATIONAL EQUITY (PRE)

The pandemic and other cultural shifts such as environmental justice, equity concerns and civil rights discussions of the last two years have highlighted inequities that exist and the need to address chronic health problems. The role that parks and recreation provides to the overall population in terms of mental, physical, social and spiritual health have been made clearer as a result of these facilities not being available and have now become more important as parks opened back up. The following five steps that this plan will take, will address the equity issues and the health aspects that parks and recreation can play. The master plan can and should address these equity issues with this process.



WORK PLAN FOR CITY OF MONTCLAIR PARKS AND RECREATION MASTER PLAN



TASK 1: PROJECT ADMINISTRATION

Project Administration

1.1 Project kick-off meeting and site tour with City

A productive and informative project kick-off meeting will be essential to the success of this plan because it sets the foundation for team expectations and deliverables. The team will develop communication protocols and establish meeting minute documentation which will serve as the basic structure for the monthly team meetings that are needed to keep the project within budget and on schedule. We will also discuss other important elements that will be key to a successful master plan, such as an agreement on the current population-based standards for parks and recreation, as well as standards for other community programs and park amenities, will be agreed upon at this initial meeting. To make efficient use of the budget, the kick-off meeting will also include a site tour with city staff members to inform the team of significant areas of concern and opportunity.

1.2 Team teleconferences (12)

Ongoing communication between the city and team will ensure project milestones are met. Twelve (12) team teleconferences will be scheduled via Zoom, GoToMeeting, or another preferred program.

1.3 Progress reports and scheduling

A preliminary project schedule will be developed prior to the kick-off meeting. It will maintain a degree of flexibility to adapt to unprecedented items such as the COVID-19 pandemic. Progress reports will be included monthly alongside team invoices.

1.4 Review available documents

The project team will request all relevant planning and CIP documents at the kick-off meeting and review them during the first phase of the planning process. Documents requested may include:

- City of Montclair General Plan 2021 Draft (Land Use, Transportation, Conservation and Open Space Elements)
- City of Montclair Active Transportation Plan
- City of Montclair Safe Routes to School Plan
- North Montclair Downtown Specific Plan
- North Montclair Specific Plan
- Montclair Place District Specific Plan
- Holt Boulevard Specific Plan
- Capital Improvement Projects (CIP) List
- Current Program Offering Guide

Public Engagement and Visioning

1.5 Call to discuss engagement strategy

The first of the four teleconference calls will be focused on the development of the Public Engagement Plan (PEP). The project team will encourage the attendance of other city staff members that regularly engage in public outreach, such as the Public Information Officer.

1.6 Prepare engagement and visioning plan

The PEP will outline the techniques to obtain the highest degree of public, stakeholder, and staff input possible. The PEP will include key messages, strategies, schedules, and descriptions of outreach activities and opportunities, with an emphasis on engagement methods to encourage attendance at in-person workshops.

The PEP will also prescribe the use of social media engagement opportunities, language translation needs, and virtual engagement opportunities if in-person events are not possible due to San Bernardino County health COVID-19 health orders.

1.7 Project branding, website and social media

The team will develop project branding, a dedicated website, and social media kits specific to the planning process. The team will follow established graphic guidelines to create attractively branded products that will encourage people to participate and become involved in the overall project. Tasks may include:

- Develop project branding
- Create project website (ESRI Story Hub) and update at every project milestone
- Prepare social media kit (graphics and text i.e. flyers, press releases)
- Develop project questionnaire/survey (printed and online via SurveyMonkey)

1.8 Key Stakeholder Interviews

Up to six stakeholder interviews will be conducted with key City staff, including Council Members, Economic Development, Public Works, Community Development, City Manager, Police and Fire, Finance, and Human Services to understand their vision for parks and recreation operations, key strengths of existing operations, and constraints impacting parks and programmatic offerings. Interviews may also be conducted with the Planning and Communities Activities Commissions, City Council Committees, the Ontario-Montclair School District since there are a number of joint use facilities, as well as the Montclair Chamber of Commerce. Information gained from these interviews will provide direction for questions to be asked during the focus group meetings, community workshops, and surveys.

1.9 Focus group meetings

Focus group meetings are intended to gather local feedback from an audience with specific experience and knowledge. Three focus group meetings will take place in the first phase of the planning process to inform the existing conditions analysis. The three meetings may include:

- Interest Group 1: City staff, operators, managers and maintenance staff
- Interest Group 2: Interest groups that currently are heavy users of facilities
- Interest Group 3: General public and non-profit groups and other advocates for the general use of the park

1.10 Community workshops

The KTUA team will use the feedback collected during the PEP teleconference call, key stakeholder interviews, and focus group meetings to organize three (3) community workshops. These workshops are essential to understanding the needs, challenges, and opportunities throughout the city. While in-person workshops are ideal, public health guidance may require a hybrid or different approach. The KTUA team's vast experience in traditional, pop-up, and virtual workshops will be discussed to best meet the needs of the Montclair community. The team has an extensive list of tools, programs, and Spanish-speaking team members to ensure successful public outreach. If pop-up workshops are needed, KTUA has found that hosting these workshops during other well-attending city or community sponsored events increases participation. Depending on public health guidance, these events may include:

- Easter Eggstravaganza
- Country Fair Jamboree
- Summer Concerts and Movies
- Outdoor Halloween Spooktacular
- Holly Jolly Holiday
- Ontario-Montclair School District Events

All workshops will be publicly noticed and will include multiple forms of engagement, activities, and topics to create an inclusive environment for input and participation. Opportunities for input for community members unable to participate in workshops will be available.

- **Workshop 1:** Vision, opportunities and constraints, and existing conditions
- **Workshop 2:** Summary of existing conditions, key stakeholder interviews, and focus groups, and discussion of priorities
- **Workshop 3:** Draft recommendations

The COVID-19 pandemic has taught our team to remain flexible and innovative. We bring a large suite of online engagement tools that can be discussed with City staff if it is deemed necessary to keep in-person contact to a minimum. Tools such as Zoom, Jamboard, or Mentimeter can be used to keep online outreach fun and informative.

1.11 Summarize outreach efforts

The summary report will include:

- Final Public Engagement Plan (PEP)
- Summary of focus group meetings
- Summary of community workshops
- Summary of survey results
- Summary of website online comment map



TASK 1 | PROJECT FOCUS | VALUE ADDED EXPERIENCE

We have found that we get the most useful input when we break down complex “planning ideas” into easy-to-understand graphics. Our team’s commitment to graphic clarity, excellent verbal communication, and humble presence will assist with successful public engagement.

To make the most of stakeholder and workshop meetings, the KTUA team will work closely with the city to develop the best public engagement plan to provide ample time for announcement and get the most community input and involvement.

TASK 2: RESEARCH AND ANALYSIS

Recreation and Trends Analysis

2.1 Park and facility inventory

KTUA will conduct a GIS-based inventory of all city-owned parks and organize the findings based on the park types currently classified by the city (such as pocket, mini-park, neighborhood, community, regional, resource based, open space or special use). The data collected will include quantitative and qualitative rankings of park amenities and photos, all of which will be geo-tagged with data for future use by the city. The data collected will also be used to complete level of service analyses based on demographics, population-based standards, and national guidelines. These include:

- Inventory parks to verify locations, sizes and categories
- Summarize amenities based on age demographics
- Identify amenity standards based on population
- Summarize quantitative/qualitative ranking of amenities

2.2 Park resources assessment

A major element of park master planning is conducting a park resource assessment, commonly referred to as Level of Service (LOS) analysis. This sets the framework to understand if the city meets the needs of the existing and future population of Montclair. The KTUA team will combine their extensive GIS and park planning experience to quantify existing and future park distribution gaps using readily available GIS data and the park inventory data collected in the previous task. This effort will help to identify geographic distribution of parklands throughout various areas of the city, supporting different demographics and age groups that have varying recreational requirements. The analysis will highlight gaps and allow the team and the city to make informed decisions in the master planning process that address park access, infrastructure, and equity.

- Create population tables using parksheds
- Quantify existing park distribution gaps and park inequities
- Quantify future park distribution gaps and changes for equity
- Create scoring for schools, non-profit and non-standard parks
- Map current/future populations with gaps and strategies

2.3 Comparative analysis

KTUA will conduct a comparative analysis using national averages established by the National Recreation and Park Association (NRPA). This analysis will combine the park inventory data with 2020 Census ACS data to compare Montclair to other cities of similar size and demographics. The team will make adjustments to the NRPA national average numbers based on surrounding city benchmarking, community input on desired amenities, current usage analysis, and a regional trends analysis. The outcome will help the project team make informed and custom decisions that reflect the unique needs of the city in the recommendations section.

- Review NRPA standards for trends
- Review facilities of similar cities
- Compare facilities to national and local trends

Analysis of Programs and Services

2.4 Community and family service program review

Matrix Consulting Group (MCG) will provide a template for collection of a program inventory, and will use the inventories as well as interviews with programming staff, marketing channels, the needs assessment information, applicable trends, and other data sources to analyze the program mix. The following subtasks will be completed as part of this process:

- Identify recreation program providers
- Analyze programs, resources, use levels and revenues
- Interview program managers
- Identify program planning and evaluation practices for recreation services and programs

2.5 Community and recreation services

MCG will provide a template for collection of data on community and recreation services throughout the city. In addition, the table will include exploration of potential providers and partners. The following subtasks will be completed as part of this process:

- Analysis of methods to provide best service and meet community needs with a focus on specialized and underserved populations
- Analysis of services gaps/duplicate services
- Identify enhanced services through collaboration

KTUA PARK LEVEL OF SERVICE ANALYSIS PROCESS



| ACRES |
 >>> measure >>>
 size

Neighborhood Parks

Community Parks

Trails and Open Space

| AMENITIES |
 >>> count >>>
 quantity

Fields and Courts

Facilities

Amenities

| ACCESS |
 >>> map >>>
 distance

5-minute Walkshed

5-minute Bikeshed

3-minute Driveshed

Access Barriers

PARK LEVEL OF SERVICE

Park Level of Service

- Park acreage per 1,000 population
- Acreage deficit versus standard
- Existing and projected

Amenity Level of Service

- Life cycle and conditions
- Amenity deficiencies
- Program deficiencies

Access Level of Service

- Number of accessible parks
- Acres of accessible parks
- Park pressure based on demographics

Maintenance and Operations Evaluation

The team will perform an evaluation of existing maintenance and operations by scheduling a staff focus group meeting and reviewing the city's maintenance and operations records (5-year timespan). This evaluation will help highlight deficiencies and/or efficiencies in day-to-day operations and will help address any improvements needed in funding, staffing, and equipment.

2.6 Maintenance evaluation

This effort will review the current maintenance program, discuss organizational, resources and funding aspects of the parks maintenance efforts in Montclair. It will also include an analysis of funding mechanisms for park maintenance. Meetings with key maintenance staff will be conducted along with site tours. This effort will result in strategies on how to improve maintenance at City parks and ensure appropriate staffing allocations to achieve desired state.

2.7 Operations evaluation

The current operational efficiency and organization will be reviewed and a summary of the current conditions affecting City Park related operations will be provided including findings, recommendations and funding mechanisms.

Mapping Update

2.8 GIS Inventory

The GIS inventory process involves digitizing and analyzing park inventory field work data, park property data, and street network data to map several elements related to level of service. The KTUA team will utilize our in-house GIS models to create tables, maps, and infographics that communicate the level of service components for the existing and future population of Montclair.

- Prepare park classification and city-wide map
- Identify LOS acres and amenities for current/future parks
- Identify the parkshed elements (walk, bike and drive routes)
- Summarize qualitative ranking of amenities
- Prepare parkshed maps and determine populations served



TASK 2 | PROJECT FOCUS | VALUE ADDED EXPERIENCE

The KTUA team uses state-of-the art GIS analysis tools to conduct all the park resource assessments. Rather than simply creating circular buffers around a park, our team uses a unique existing street network method along with park entry points to create realistic travel buffers. This method is more accurate and reflects actual travel distances rather than the oversimplified circular radii. This can increase the accuracy of the utilized 10-minute park planning areas to be between 10%-20% more reflective of the community who's actually using the parks and therefore increases the accuracy of subsequent park planning recommendations and the Master Plan.

Since the City does not have a GIS database of layers, KTUA as part of this effort will develop a wide variety of GIS layers from other available sources and resulting from digitization, that will serve the City as part of building GIS systems and assets.

KTUA has professional expertise in current maintenance trends and will listen closely to your staff to develop thorough maintenance recommendations. MCG has in-depth knowledge on the operational requirements and will use their vast knowledge from working with other cities to develop a foundation for Montclair's operational recommendations.

TASK 3: RECOMMENDATIONS

General Plan and CEQA Review

3.1 Review park recommendations for General Plan compliance

The various elements of the draft general plan will be reviewed for capturing policies, programs, and visions that affect the goals and objectives of the existing and future parks of Montclair. A meeting will be held with City staff to affirm the policy, programs, and vision of the Parks and Recreation Master Plan as it relates to the General Plan.

3.2 CEQA review and analysis

The KTUA team will review all of the park recommendations to determine potential CEQA impacts as part of an initial determination checklist. The team will confirm if project's elements are likely to create environmental impacts or if an alternative level of CEQA review and analysis is needed based on project specific recommendations. The team will tier off of any ongoing CEQA documentation associated with the General Plan, if possible, with the goal of the Parks and Recreation Master Plan being consistent with the goals and objectives of the draft General Plan. The team will endeavor to avoid impacts as part of any finding, recommendation or concept proposed by the master plan process. The team will work with staff to determine if the options of additional environmental review and documentation may be required and if so, authorize the environmental documentation option item in the scope of work.

Draft Recommendations

3.3 Conceptual Vision and CIP Recommendations

The team will develop a final conceptual vision of the parks system and develop CIP recommendations. On a park-by-park basis, a listing of deficiencies that are citywide, neighborhood wide or within the park will be developed for consideration. In some cases, community-based parks will need to take a look at the needs of the entire city. Neighborhood parks will focus on the needs of the neighborhood for those with easy access or with more difficulty in getting to the site. The needs will have to be balanced with the capability of the park site to accommodate new uses. It will also need to take into account the opportunity for new parks in the area or the expansion of collaborative efforts with non-profit organizations that may provide recreational opportunities for the community. As part of the community workshops, the prioritization of parks and park facilities to be considered will be vetted. The prioritization methodology will categorize improvement into three tiers:

- **Essential** improvements focus on deferred maintenance projects and lifecycle replacement of existing amenities within a park utilizing current funding sources.

- **Ideal** improvements utilize reallocated or new funding sources to implement capital projects that enhance or replace existing park facilities.
- **Visionary** improvements focus on the complete renovation of existing parks or the development of new parks and/or recreation facilities funding through new or additional revenue sources, including grants, donations, partnerships, or taxes.

Initial and refined site plans will be developed as part of this task for three priority park expansions, park infills, or new parks.

- Prepare project descriptions and infill amenity graphics
- Prepare general planning costs for new parkland
- Prepare general planning costs for infill amenity projects

3.4 Recreation, facilities and service action plan

The recommendations developed in this task will be based on the analysis of the existing recreation programs and services into an action plan. Key priorities will be access and equity in program delivery. Current usage and resident preferences, as well as emerging recreational trends and opportunities will be analyzed to meet future needs. Gaps in programming that may provide opportunities for new programs and services will be identified. Based on this synthesis, recreational programs and services will be prioritized for expansion and/or contraction of services.

- Prepare action plan to enhance park system and programs
- Identify areas of need and public interest for new programs
- Analyze and assure equitable program distribution
- Create prioritized list of projects, acquisitions, and services

3.5 Recreation and Parks Needs Assessment and CIP Implementation

Strategies, actions, responsibilities, priorities, and timelines for implementation will be developed during this task with a focus on short (5-year), mid (10-year), and long term (20-year) planned growth of the city's parks and recreation system. With the built-out nature of Montclair, opportunities for land acquisition and development of new parks may be very limited, however this option should be evaluated. Recommendations for operations, staffing, maintenance, capital repair and replacement, development of programming and funding needs, and the identification of possible alternative funding sources will be considered.

- Identify implementation plan for 5-year priority projects
- Identify general schedule for 10-year priority projects
- Identify long-term vision for 20-year priority projects

Final Comprehensive Master Plan and Adoption

3.6 Presentations to City and Advisory Groups

- Project team presentations (2)
- Executive and department staff presentation
- Parks and Recreation Commission presentation
- City Council presentation

3.7 Preparation of final document

The final document will include all of the elements of the project study including any of the options exercised for the contract. The document will be laid out using InDesign with tables, figures, photos, diagrams, maps and text with dividers and a cover. The submittal will include a PDF, as well as a Word document to accommodate staff comments.

- Draft Recreation and Park Needs Assessment and Plan
- Final Recreation and Park Needs Assessment and Plan

3.8 Final submittal

Based on staff and departmental comments, the master plan will be revised to address all comments. A summary sheet of comments will be provided with formal responses and actions taken to resolve each comment. In addition, a Word document will be compared with the draft Word document to highlight changes. A PDF comparison file will also be provided that not only notes text changes, but all graphic and layout changes.

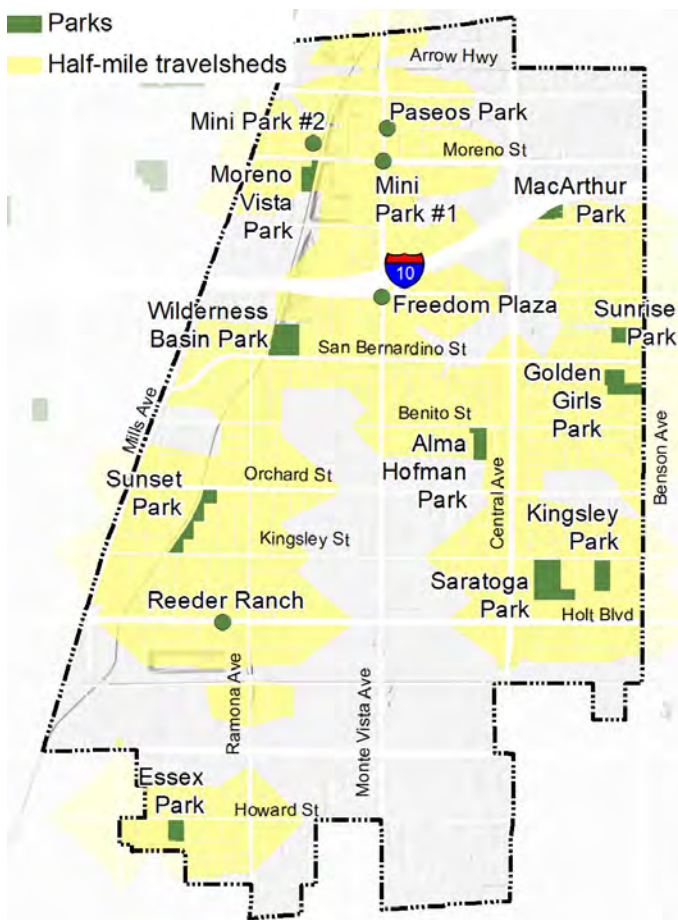
- Package all files for final deliverable



TASK 3 | PROJECT FOCUS | VALUE ADDED EXPERIENCE

In an effort to streamline this process, KTUA will summarize the CEQA review and will tier off of the current CEQA document and offer direction for further CEQA analysis based on the proposed recommendations.

KTUA seeks to create master plans that are unique and representative of the community to which they serve. The master plan will utilize compelling graphics that help to summarize the user input, needs assessment, and recommendations put forth by the team.



OPTIONAL TASKS

TASK 4: FEE ANALYSIS

4.1 Conduct Review of Existing Fees and Cost Recovery Policies

Matrix will collect some basic information from the city including staffing, budget, and current activity guides. The team will review the City’s current Parks and Recreation Fees and evaluate any revenue share agreements, as well as cost recovery policies.

4.2 Programmatic Full Cost Analysis

Based upon budgeted expenditures per program, identify the full (direct and indirect) cost associated with each Parks and Recreation activity at the programmatic level (i.e. aquatics, youth sports, rentals, etc.).

4.3 Benchmarking

Matrix will conduct a benchmarking analysis of surrounding cities as well as private entities providing similar services for sample fees, to determine the appropriate market rate for services.

4.4 Draft Analysis

Matrix will develop a draft report that will identify the current fees and programs, current cost recovery, results of the full cost analysis compared to current revenue, and the results of the benchmarking analysis.

4.5 Final Analysis and Presentation

Matrix team will finalize the draft analysis based upon input from City staff and present this to key stakeholders (i.e. Commission and City Council).

TASK 5: STATISTICALLY VALID SURVEY

Resident Surveys

RRC Associates (RRC), an experienced survey firm, will create a survey designed to be mailed to approximately 4,000 randomly selected households in the city. The survey will provide critical information in determining community values, satisfaction levels, needs and priorities, preferred marketing channels, level of awareness, current usage levels, and demographic information for long-range planning. Residents will be given the option of either completing the mailed survey form or accessing the survey online using an individual passcode (included in the mailed survey) assigned to each household. RRC frequently uses this technique for parks, recreation, and community surveys and finds it to be effective in maintaining the random sample while also increasing response opportunities. The online version of the statistically valid survey will be compliant with the Federal Section 508 (and WCAG guidelines) which ensures accessibility by people with disabilities.

Questions will be drafted based on collective staff and team input. The survey will be in English and translated into Spanish and made available in both versions for user input. To help improve response rates, the team will work with the city to assist with marketing and creating public awareness of the survey through media and other channels, such as local newspaper, radio, cable TV, city website, and other methods. All respondent comments will be included in the final report. The following tasks summarize major efforts for the survey:

- Create survey questions in English and Spanish
- Mail surveys randomly to 4,000 residences
- Establish open survey, assist with announcements, and distribute links
- Document survey findings



TASK 5 | PROJECT FOCUS | VALUE ADDED EXPERIENCE

The team will engage the community for input throughout the process; however, the statistically valid surveying process helps to ensure equity and inclusiveness were implemented for the final master plan.

TASK 6: ENVIRONMENTAL DOCUMENTATION

Baranek Consulting Group will offer services for a negative declaration or a mitigated negative declaration if the initial determination included in the base contract, identifies a maybe or yes in terms of possible environmental impacts on any of the categories listed in the initial determination list. This would be determined by concurrence or lack of concurrence on the initial determination or at any time that the City decides additional documentation should be completed. The efforts would be based on a programmatic or tiered environmental review that emphasizes that no projects will be built or permitted without additional environmental review being conducted when the project descrip-

tions and project details are ripe for environmental review. The team anticipates that if there are any potential impacts associated with park projects it would be related to noise, lighting, safety and biology. A small technical study may be required or Baranek may decide to integrate mitigations into the project descriptions and planning / design / engineering aspects. Or, after a technical study that originally assumed a negative declaration, determines that an impact will occur, the City can determine if the project should include mitigations and complete a mitigated negative declaration or just adjust the project to reduce any impacts to below a level of significance. The efforts will include an administrative draft, a draft and a final document.



TASK 6 | PROJECT FOCUS | VALUE ADDED EXPERIENCE

Kim Baranek has decades of experience on environmental documentation across all forms of technical expertise and as a small business, has been able to produce quick and efficient high value document at reasonable prices.

Community Engagement for the 21st Century



COMMUNITY OUTREACH APPROACH

There is a need now more than ever for innovative, flexible and effective in-person and remote systems of engagement. KTUA is equipped with powerful “tools for equitable access” to provide meaningful and useful input from communities throughout California. This trend will continue into the future and we have worked to increase our digital toolkit to provide fun, engaging, and far-reaching methods. Our commitment to equal representation and maximizing participation within a community has driven us to explore various techniques to reach all portions of a community. Creating a forum for discussion, gaining the trust of the stakeholders and sharing information of value with them will result in project success.

An open mind, strong listening skills, and clear, concise information are key to this process. Understanding the best communication tools to encourage participation from our target audience is crucial and these tools from project to project. No matter how much time and budget is allocated to the team to spend time on-site, site users will be more familiar with the project and environment than we are, and we feel that this input is beneficial to develop community supported solutions.



POWER OF ENGAGEMENT

INCLUSIVE	COLLABORATIVE	INFORMATIVE	FUN	EASY
<ul style="list-style-type: none"> all ages all abilities all stakeholders all interests all ideas all voices 	<ul style="list-style-type: none"> public meetings stakeholder meetings 1-1 interviews advisory groups focus/user groups formal presentations 	<ul style="list-style-type: none"> project website social media newsletters door hangers press releases public announcements 	<ul style="list-style-type: none"> community events site tours walk/roll/bus tours tactical urbanism pop up events farmers markets 	<ul style="list-style-type: none"> online maps/comments survey instruments 24 hour access virtual meetings multi-lingual family -friendly

KTUA GUIDING PRINCIPLES

- » Involve stakeholders early.
- » One person, one vote, one voice - don't let a few take over.
- » Address the issues, especially the difficult ones.
- » Build recommendations from the ground up and show how decisions were made.
- » Utilize a logical and sequential decision-making process to gain commitment and identify decisions and actions.
- » Listen, process, present with clarity, adjust and seek alignment.

CLIENT | COMMUNITY COMMENTS

“As a community representative, I have had the pleasure of working with KTUA on two particularly lengthy and sometimes contentious projects. On both projects, the KTUA team has done an outstanding job of taking input from sometimes angry and challenging citizens and distilling it into a comprehensive report or table. Throughout each project, I was repeatedly impressed by their ability to collect and compile masses of data and diverse, often conflicting, opinions into easily understandable charts, tables, diagrams, graphs and conceptual representations that were always made available well in advance of a subsequent public workshop or hearing.

It has long been clear to me that KTUA is not interested solely in doing a job but in doing each job in ways that will most benefit the community or communities of which they themselves are a part.”

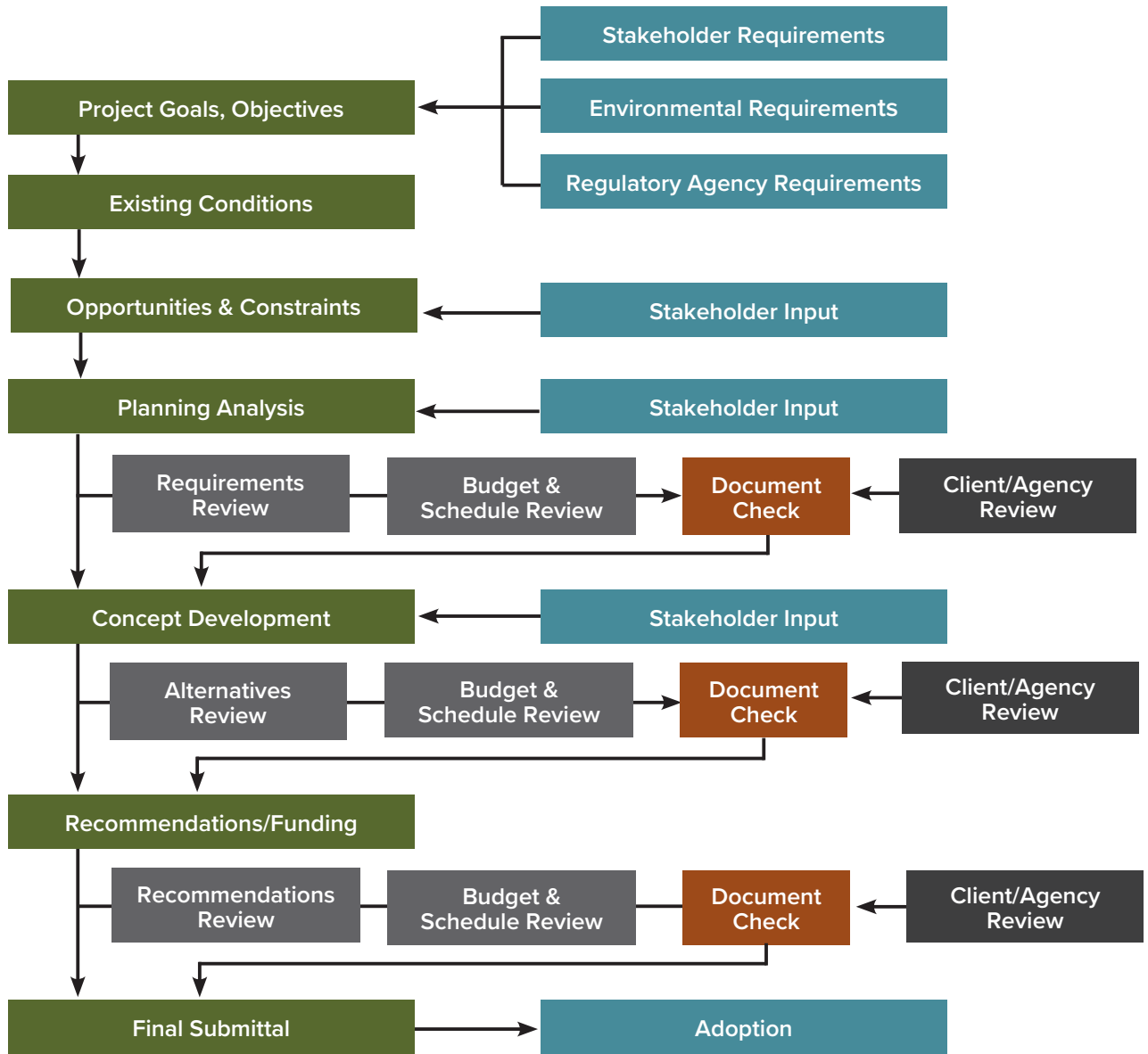
Judy Swink, Community Representative

250 KTUA Outreach Projects

538 Chula Vista Bayfront Parks Online Comments

In-house multi-lingual staff **6**
(translation | interpretation)

KTUA QUALITY CONTROL METHODOLOGY



Principal involvement in our projects ensures that the design integrity is upheld, while the project meets all applicable codes, restrictions, and regulations. KTUA delegates assignments to staff with the necessary experience that meets the project requirements and/or assure that those tasked with the project are trained effectively. KTUA has a written Quality Control Plan with specific procedures that are supervised by the principals (QC manager) to ensure completeness, accuracy, well-coordinated and complete documents, and compliance with applicable regulations, codes, and guidelines.

THE GOALS OF THE QUALITY CONTROL PLAN ENSURE THAT:

- Work products meet and exceed the requirements of the contract scope of work.
- Submittals are free of errors, therefore allowing a more thorough review of the content instead of the format of the submittal.
- Subconsultant information is coordinated and reviewed at each submittal phase.
- Project requirements and objectives are met while environmental and social resources are protected or enhanced.
- Project implementation is cost effective and efficient.
- Risk and liability are minimized.

E | Resource Requirements & Fee Schedule

CITY OF MONTCLAIR PARKS AND RECREATION MASTER PLAN

KTUA					Matrix		Baranek	RRC		Totals
Mike Singleton	Jacob Leon	Matt Wilkins	Alex Samarin	Marissa Tietz	Alan Pennington	Khushboo Hussain	Kim Baranek	Chris Cares	Colin Cares	
Principal Planner	Project Manager	Sr. Park Planner	GIS Analyst	Park Planner	Principal	Associate	Principal	Principal	Analyst	Hours
\$175	\$135	\$135	\$115	\$105	\$200	\$185	\$180	\$150	\$135	

TASK 1 | PROJECT ADMINISTRATION

PROJECT ADMINISTRATION & PROGRESS REPORTING											
1.1	Project kick-off meeting & site tour with City	8	8	8							24
1.2	Team teleconferences (12)	6	12	6			4	6			34
1.3	Progress reports & scheduling	6	12								18
1.4	Review available documents	1	6	2			2	4			15
Total Hours		21	38	16	0	0	6	10	0	0	91
Total Costs		\$3,675	\$5,130	\$2,160	\$0	\$0	\$1,200	\$1,850	\$0	\$0	\$14,015

PUBLIC ENGAGEMENT AND INFORMATION

1.5	Call to discuss engagement strategy		1	1							2
1.6	Prepare engagement & visioning plan	1	4								5
1.7	Project branding, website and social media										
	Develop questionnaires	1	4			4					9
	Create project website and update monthly		1		6	12					19
	Develop project branding		4			8					12
	Prepare social media blasts		4			4					8
1.8	Key Stakeholder Interviews (teleconference)		12								12
1.9	Focus Group Meetings (teleconference)										
	Interest Group 1: City operations/maintenance staff		3	2							5
	Interest Group 2: Park user groups		3	2							5
	Interest Group 3: Park advocates		3	2							5
1.10	Community workshops										
	Workshop 1: Vision, opps/constraints, existing conditions		8	8		8					24
	Workshop 2: Workshop 1 meetings summary & priorities		8	8		8					24
	Workshop 3: Draft recommendations		8	8		8					24
1.11	Summarize engagement efforts		6	4		4					14
Total Hours		2	69	35	6	56	0	0	0	0	168
Total Costs		\$350	\$9,315	\$4,725	\$690	\$5,880	\$0	\$0	\$0	\$0	\$20,960

TASK 2 | RESEARCH AND ANALYSIS

RECREATION AND TRENDS ANALYSIS

2.1	Park and facility inventory										
	Inventory parks to verify locations, sizes & categories		18			18					36
	Summarize amenities based on age demographics	1	4			8					13
	Identify amenity standards based on population	1	4			8					13
	Summarize quantitative/qualitative ranking of amenities	1	4			8					13
2.2	Park resources assessment										
	Create population tables using parksheds		2		8						10
	Quantify existing park distribution gaps & park inequities	1	2		8						11
	Quantify future park distribution gaps & changes for equity	1	2		8						11
	Create scoring for schools, non-profit & non-standard par	1	2		8						11
	Map current/future populations with gaps & strategies		2		8						10
2.3	Comparative analysis										
	Review NRPA standards for trends		2		4						6
	Review facilities of similar cities		2		4						6
	Compare facilities to national & local trends		4		2						6
Total Hours		6	48	0	40	52	0	0	0	0	146
Total Costs		\$1,050	\$6,480	\$0	\$4,600	\$5,460	\$0	\$0	\$0	\$0	\$17,590

E | Resource Requirements & Fee Schedule

CITY OF MONTCLAIR PARKS AND RECREATION MASTER PLAN

		KTUA					Matrix		Baranek	RRC		Totals
		Mike Singleton Principal Planner	Jacob Leon Project Manager	Matt Wilkins Sr. Park Planner	Alex Samarin GIS Analyst	Marissa Tietz Park Planner	Alan Pennington Principal	Khushboo Hussain Associate	Kim Baranek Principal	Chris Cares Principal	Colin Cares Analyst	
ANALYSIS OF PROGRAMS AND SERVICES												
2.4	Community and family service program review											
	Identify recreation program providers		2				4	12				18
	Analyze programs, resources, use levels & revenues		2				4	24				30
	Identify best practices for recreation services & programs											
	Interview program managers (teleconference)		2				2	6				10
2.5	Community and recreation services											
	Community needs analysis for underserved population		2				6	20				28
	Analysis of services gaps/duplicate services		2				6	20				28
	Identify enhanced services through collaboration		2				6	20				28
	Total Hours	0	12	0	0	0	28	102	0	0	0	142
	Total Costs	\$0	\$1,620	\$0	\$0	\$0	\$5,600	\$18,870	\$0	\$0	\$0	\$26,090
MAINTENANCE AND OPERATIONS EVALUATION												
2.6	Maintenance evaluation											
	Review current maintenance programs	1		2			12	8				23
	Review funding mechanisms for park maintenance	1		2			4	12				19
2.7	Operations evaluation											
	Review current operations for City	1		1			6	24				32
	Review funding mechanisms for park operations	1		1			4	12				18
	Total Hours	4	0	6	0	0	26	56	0	0	0	92
	Total Costs	\$700	\$0	\$810	\$0	\$0	\$5,200	\$10,360	\$0	\$0	\$0	\$17,070
MAPPING UPDATE												
2.8	GIS inventory											
	Prepare park classification & city-wide map		1	4	4							9
	Identify LOS acres & amenities for current/future parks		1	2	8							11
	Identify the parkshed elements (walk, bike & drive routes)		1	2	8							11
	Summarize qualitative ranking of amenities		1	2	8							11
	Prepare parkshed maps & determine populations served		1	2	8							11
	Total Hours	0	5	12	36	0	0	0	0	0	0	53
	Total Costs	\$0	\$675	\$1,620	\$4,140	\$0	\$0	\$0	\$0	\$0	\$0	\$6,435
TASK 3 RECOMMENDATIONS												
GENERAL PLAN AND CEQA REVIEW												
3.1	Review park recommendations for General Plan compliance	1	4	2								7
3.2	CEQA review and analysis (initial checklist & strategy only)	2							20			22
	Total Hours	3	4	2	0	0	0	0	20	0	0	29
	Total Costs	\$525	\$540	\$270	\$0	\$0	\$0	\$0	\$3,700	\$0	\$0	\$5,035
DRAFT RECOMMENDATIONS												
3.4	Conceptual vision and CIP recommendations											
	Prepare project descriptions & infill amenity graphics	1	8	8		12						29
	Prepare general planning costs for new parkland		4	4		4						12
	Prepare general planning costs for infill amenity projects	1	4	4		4						13
3.5	Recreation, facilities & service action plan											
	Prepare action plan to enhance park system and programs	1	4	2			2	4				13
	Identify areas of need & public interest for new programs	1	4	2			2	4				13
	Analyze & assure equitable program distribution	1	4	2	8		2	4				21
	Create prioritized list of projects, acquisitions & services	1	4	8			2	4				19
3.6	Recreation & Parks Needs Assessment & CIP Implementation											
	Identify implementation plan for 5-year priority projects	1	2									3
	Identify general schedule for 10-year priority projects	1	2									3
	Identify long-term vision for 20-year priority projects	1	2									3
	Total Hours	9	38	30	8	20	8	16	0	0	0	129
	Total Costs	\$1,575	\$5,130	\$4,050	\$920	\$2,100	\$1,600	\$2,960	\$0	\$0	\$0	\$18,335

E | Resource Requirements & Fee Schedule

CITY OF MONTCLAIR
PARKS AND RECREATION MASTER PLAN

		KTUA					Matrix	Baranek	RRC		Totals	
		Mike Singleton	Jacob Leon	Matt Wilkins	Alex Samarin	Marissa Tietz	Alan Pennington	Khushboo Hussain	Kim Baranek	Chris Cares	Colin Cares	
		Principal Planner	Project Manager	Sr. Park Planner	GIS Analyst	Park Planner	Principal	Associate	Principal	Principal	Analyst	
FINAL COMPREHENSIVE MASTER PLAN												
3.7	Presentations to City & Advisory Groups											0
	Project team presentations (2)	2	4	2		4						12
	Executive & Department staff presentation	4	4	4			4	4				20
	Parks & Recreation Commission presentation	4	8	4								16
	City Council presentation	4	8	4								16
3.8	Preparation of final document											
	Draft Recreation Plan	4	24	12	8	24						72
	Final Recreation & Plan	3	8	8	4	12						35
3.9	Final submittal											
	Package all files for final deliverable		2			4						6
	Total Hours	19	54	32	12	40	4	4	0	0	0	165
	Total Costs	\$3,325	\$7,290	\$4,320	\$1,380	\$4,200	\$800	\$740	\$0	\$0	\$0	\$22,055
	Project Total Hours	64	268	133	102	168	72	188	20	0	0	995
	Project Total Costs	\$11,200	\$36,180	\$17,955	\$11,730	\$17,640	\$14,400	\$34,780	\$3,700	\$0	\$0	\$147,585
	% of Total Hours	6.43%	26.93%	13.37%	10.25%	16.88%	7.24%	18.89%	2.01%	0.00%	0.00%	100.00%

PRIMARY SCOPE TOTALS

		KTUA					Matrix	Baranek	RRC		Totals
	Labor						\$49,180	\$3,700		\$0	\$147,585
	Travel & Materials						\$900	\$0		\$0	\$2,400
	Total Labor & Materials						\$50,080	\$3,700		\$0	\$149,985
	% of Total						33.39%	2.47%		0.00%	100%

OPTIONAL TASKS

TASK 4 | FEE ANALYSIS

4.1	Conduct Review of Existing Fees and Cost Recovery Policies		4	4			4	10				22
4.2	Programmatic Full Cost Analysis		4	4			8	16				32
4.3	Benchmarking		2	2			4	32				40
4.4	Draft Analysis	2	4	4			8	12				30
4.5	Final Analysis and Presentation	2	4	4			4	16				30
	Total Hours	4	18	18	0	0	28	86	0	0	0	154
	Total Costs	\$700	\$2,430	\$2,430	\$0	\$0	\$5,600	\$15,910	\$0	\$0	\$0	\$27,070

TASK 5 | STATISTICALLY VALID SURVEY

5.1	Create survey questions in English and Spanish	1	8	4		6				16	12	47
5.2	Mail postcards & surveys randomly to 4,000 residences									16	28	44
5.3	Post open survey, assist with announcements & distribute		2	2		4				8	8	24
5.4	Document survey findings	1	6			6				4	6	23
	Total Hours	2	16	6	0	16	0	0	0	44	54	138
	Total Costs	\$350	\$2,160	\$810	\$0	\$1,680	\$0	\$0	\$0	\$6,600	\$7,290	\$18,890

TASK 6 | ENVIRONMENTAL DOCUMENTATION

6.1	Scoping meeting and documentation / staff review & input	2							8			10
6.2	Neg. Dec. programmatic process with traffic / noise / safety /	2							8			10
6.3	Prepare 4 topics of study to determine extent of impacts (if	2							60			62
6.4	Prepare draft, final draft including Notice of Intent for Neg.	2							30			32
6.5	Prepare final Neg. Dec. document	2							10			12
	Total Hours	10	0	0	0	0	0	0	116	0	0	126
	Total Costs	\$1,750	\$0	\$0	\$0	\$0	\$0	\$0	\$21,460	\$0	\$0	\$23,210
	Project Total Hours	16	34	24	0	16	28	86	116	44	54	418
	Project Total Costs	\$2,800	\$4,590	\$3,240	\$0	\$1,680	\$5,600	\$15,910	\$21,460	\$6,600	\$7,290	\$69,170
	% of Total Hours	3.83%	8.13%	5.74%	0.00%	3.83%	6.70%	20.57%	27.75%	10.53%	12.92%	100.00%

OPTIONAL SCOPE TOTALS

		KTUA					Matrix	Baranek	RRC		Totals
	Labor						\$21,510	\$21,460		\$13,890	\$47,710
	Travel & Materials						\$0	\$0		\$0	\$500
	Total Labor & Materials						\$21,510	\$21,460		\$13,890	\$48,210
	% of Total						44.62%	44.51%		28.81%	100%

PRIMARY + OPTIONAL SCOPE TOTALS

		KTUA					Matrix	Baranek	RRC		Totals
	Labor						\$70,690	\$25,160		\$13,890	\$191,595
	Travel & Materials						\$900	\$0		\$0	\$2,900
	Total Labor & Materials						\$71,590	\$25,160		\$13,890	\$194,495
	% of Total						36.81%	12.94%		7.14%	100%

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RFP – Parks Master Plan
January 10, 2022

CITY OF MONTCLAIR

By: _____
Javier John Dutrey, Mayor


Attest:

By: _____
Andrea M. Myrick, City Clerk

Approved as to Form:

By: _____
Diane E. Robbins, City Attorney

CONSULTANT


By: Michael Singleton, Principal
Name and title

PROJECT	City of Ontario Parks Master Plan
AGENCY	City of Ontario, 303 East B Street, Ontario, California 91764
CONTACT NAME	Nicholas Gonzalez
EMAIL	NicholasG@ontarioca.gov
CONTACT PHONE	909-395-2065
DATES OF SERVICE	Completed 2021
KTUA KEY STAFF	Mike Singleton, Matt Wilkins, Jacob Leon, Alex Samarin, Chris Stebbins

PROJECT	City of Montebello Park Master Plan
AGENCY	City of Montebello, 1700 W Victoria Ave., Montebello, CA 90640
CONTACT NAME	Laurie Aguilar
EMAIL	LAguilar@cityofmontebello.com
CONTACT PHONE	323-887-1200 x374
DATES OF SERVICE	Completed 2021; \$383,709
KTUA KEY STAFF	Mike Singleton, Matt Wilkins, Jacob Leon

PROJECT	City of Placentia Open Spaces and Urban Greening Plan
AGENCY	City of Placentia, 401 E Chapman Ave., Placentia, CA 92870
CONTACT NAME	Veronica Ortiz
EMAIL	ortiz@placentia.org
CONTACT PHONE	714-993-8222
DATES OF SERVICE	Completed 2020
KTUA KEY STAFF	Joe Punsalan, Brooke Whalen, Mike Singleton, Jacob Leon, Alex Samarin

EXHIBIT B

CITY OF MONTCLAIR



REQUEST FOR PROPOSALS FOR **PARKS & RECREATION** **MASTER PLAN**

Proposal due date: January 18, 2022 at 3:00 p.m.

INTRODUCTION

Incorporated on April 25, 1956, the City of Montclair (City) is located at the west end of San Bernardino County, approximately 33 miles directly east of Los Angeles and approximately 30 miles west of the San Bernardino Civic Center and County seat. The western boundary of the City is contiguous with the Los Angeles County line. Adjacent to Montclair are the cities of Claremont and Pomona to the west and located in Los Angeles County, the City of Upland to the north, the City of Ontario to the east, and the City of Chino to the south.

Regional access to the City is primarily provided by Interstate 10 which passes across the northern half of the City. Based on Department of Finance data, the current population of Montclair is 37,780.

Montclair is the main gateway community to Southern California's Inland Empire, a fast growing region located at the west end of San Bernardino County. Primary access to the City is via Interstate 10, which connects residents to destinations in Los Angeles, Orange, San Bernardino, and Riverside counties. Residents also have easy access to existing and developing alternative means of transit that include the Metrolink railway, the expected arrival of the Metro Gold Line light rail system, and nearby local and regional airports.

The City desires to assess how existing parks and recreation are performing or underperforming and to reimagine some of the underperforming assets. The goal of the City is to create a seamless, sustainable system of parks, recreation and open spaces that offers multiple social, environmental, and economic benefits. The Parks and Recreation Master Plan should create environments that incorporate physical activity that support health, wellness, and social connections, and provide children and adults a range of high-quality recreational opportunities.

BACKGROUND

Montclair currently has 49.3 acres for park and recreational use in the City. There are 16 parks in Montclair, one of which is currently undeveloped and is located within the unincorporated area of San Bernardino County. Several other park facilities are leased from the Ontario-Montclair School District or the Chino Basin Water Conservation District (CBWCD) for use by the City. Exhibit A shows a list of parks and facilities, Exhibit B shows a list of School Open Space and Recreational Facilities that will not be modified as part of the Master Plan but are part of the inventory of leased park facilities in the City. Location of all park facilities are shown on Exhibit C.

Montclair's parks are well loved but there is room for improvement. For example, many of Montclair's parks are separated from the surrounding neighborhoods by walls and have limited ingress/egress points. Program amenities at parks include ball fields, basketball

courts, a skate park, and playgrounds. Several of the city's parks have no hard programming or amenities that facilitate recreational programming and simply provide open green space as described below:

Alma Hofman Park (5201 Benito Street - 4.95 acres)

This park contains a playground, a zero-depth water feature Splash Pad that is open during the summer, two lighted tennis courts, a lighted skate park, a lighted basketball court, and restrooms. Parking is available via a surface lot adjacent to Benito Street. The park is accessed via the surface lot, or via a pedestrian linkage with City Hall. The park is located 1.5 blocks from Central Avenue and is immediately adjacent to Montclair City Hall, Public Library, Recreation Center, and other city offices. It is less than ¼ mile from the bike network on Orchard Street.

The park amenities are in fair condition, and the splash pad and playground are well used, especially during the summer months. The remaining open space of the park is sparsely planted with trees and has limited shade. A gazebo provides limited seating and a shade structure. The cinder block walls separating the park from the adjacent residential neighborhoods create a feeling of isolation, preventing neighbors from practicing natural surveillance of their neighborhood park. Picnic benches are currently located towards the back of the park, distant from the parking lot and playground areas, and are not convenient to other amenities. There are no trees in the parking lot -- there is an opportunity to add planting at the park entrance to create a welcoming feel, while being mindful of keeping sight lines open. Additional tree plantings may be considered within appropriate distance from the playground and splash pad.

Essex Park (4295 Howard Street - 4.4 acres)

This park contains a single, un-lighted baseball field and snack bar facility. Parking is available via a surface parking lot with entrance on Essex Street. The park is located immediately adjacent to Ramona Elementary School, connected to the park via a playground, and less than one mile from the San Antonio Creek Channel, a proposed regional trail.

There is an opportunity to improve the park's appeal with the addition of amenities to the perimeter green space. These amenities could include a perimeter walking path with fitness equipment, children's play area, and picnic areas for example. The addition of night lighting would encourage evening hour usage of the park. Unlike some other parks in the City, Essex Park is not walled off from the surrounding residential area, permitting good visibility and connection to the surrounding residential area. This concept known as 'eyes on the street' or 'natural surveillance' is an important element of deterring crime in public spaces.

Golden Girls Park (formerly Vernon Park) (9762 Benson Avenue, OMSD property - 1.87 acres)

This park contains a single softball field and amenities, a snack bar facility, and restroom. It is used during weekdays by the adjacent Buena Vista Arts Magnet School, and there is a joint use agreement with the City for league softball games. There is a community desire

to upgrade the snack bar so that it can serve hot food during events and league games. The snack bar is owned by the school district.

Kingsley Park (5575 Kingsley Street - 3.0 acres)

This park contains a single baseball field, and snack bar facility. There is a turf grass area with shade trees and a surface parking lot located along Kingsley Street. The park is located immediately adjacent to Kingsley Elementary School and less than ¼ mile from Holt Boulevard and Benson Avenue, a future proposed bikeway. This park is leased to the City under a joint use agreement.

There is an opportunity to improve the park’s appeal with improvements to the existing diamond sports facility, as well as adding amenities to the open turf area adjacent to the parking lot. These amenities could include a children's play area, picnic areas, and shade trees.

MacArthur Park (5450 Deodar Street - 2.64 acres)

This park contains a batting cage, playground with engineered wood fiber. There are picnic tables and parking is available in a surface lot accessed via Deodar Street. Access is only via the Deodar Street entrance. The park is located in a residential neighborhood immediately adjacent to the I-10 Freeway which borders the park to the north. MacArthur park is walled on three sides which creates a feeling of disconnect from the surrounding neighborhood and prohibits any meaningful level of natural surveillance, or “eyes on the street” from occurring.

There is an opportunity to increase the park’s appeal by adding amenities such as a perimeter walking trail with fitness stations, and shade trees or canopies adjacent to the playground. Additional ways of connecting the park to the local neighborhood should be explored. In 2019, over 300 volunteers came together to build a new playground and paint a mural on the park walls.

Mini Park #1 (9120 Monte Vista Avenue - 0.28 acres)

This park contains two picnic tables and two large shade trees. There is no dedicated parking or restroom. A bus stop shelter is located adjacent to the park on Monte Vista Avenue. This park is located directly on Monte Vista Avenue and is not walled off from the surrounding residential neighborhood -- the park has natural surveillance.

There is an opportunity to increase the appeal of this park by adding amenities such as a small fitness station loop and additional picnic areas with shade trees. The park is located within a ¼ mile of Moreno Elementary School and the San Antonio Creek Channel, a proposed future regional trail.

Mini Park #2 (4682 Highland St. - 0.07 acres)

This is Montclair’s smallest park, and has no amenities aside from landscape. There is no dedicated parking or restroom, and it is surrounded by fencing from the adjacent

private property. The appeal of this small neighborhood park could be enhanced by adding a picnic area, and could be considered as a community garden space.

Moreno Vista Park (4675 Moreno Street - 3.4 acres)

This park contains no amenities aside from landscaping. Parking is located in a small surface lot accessed via Moreno Street, and the park is located immediately adjacent to the San Antonio Creek Channel, a proposed regional trail. The park is separated from the surrounding residential area on three sides by cinder block walls.

The appeal of this park could be enhanced by adding amenities such as a perimeter walking trail, a children's playground, and picnic areas. The existing tennis courts can be repaired and reopened to the public or removed and replaced with other amenities that may prove more popular. The tennis courts are sited on top of a reservoir owned by Monte Vista Water District, which would require coordination and approval of any improvements. There is an opportunity for this park to become a destination with the future development of the San Antonio Creek Channel trail. The park could also be enhanced by the inclusion of the detention basin directly across the San Antonio Creek Channel which could provide additional opportunities for active and passive recreation.

Saratoga Park (5397 Kingsley Street - 11.7 acres)

The largest park in Montclair, amenities include a playground, four baseball fields, a snack bar, basketball court, picnic areas, and two surface parking lots located on Kingsley Street and Vernon Avenue respectively. The park is located near Kingsley Park and Kingsley Elementary School. This park has the potential to incorporate a sports field, as it has a large grassy area.

There are nice clusters of mature shade trees, and more could be added to the northern half of the park where a large expanse of open turf exists. A wrought iron and cinder block fence currently separates the park from the adjacent apartment complex on the east side. As this fence is frequently cut to gain access, a more permanent gateway or set of gateways leading from the complex to the park should be explored. There is an opportunity to increase this park's appeal with the addition of a walking path and more shaded seating opportunities.

Sunrise Park (5616 Princeton Street - 2.34 acres)

A small neighborhood park with a playground and picnic table area, parking is available in a surface parking lot accessed via Princeton Street. This is the park's only entrance. The park is located with easy access to Benson Avenue and San Bernardino Street, both proposed bikeways.

The park has visibility and access issues. It is separated on three sides from the surrounding residential area by cinder block walls, and the access point via an alley at the northeast corner has been closed. This has created a feeling of isolation and a lack of perceived safety in the park. An adjacent city owned parcel exists to the south. There is an opportunity to increase the park's connectivity by incorporating the city owned parcel into the park and creating an additional neighborhood entrance here. The park's appeal

could be improved with the addition of amenities such as a perimeter walking path with fitness stations, more shade trees, and additional seating areas.

Sunset Park (4351 Orchard Street - 7.3 acres)

This park’s amenities include a playground, pickle ball court, and one surface parking lot accessed via Orchard Street, which has a fruit park and newly added benches. The park is located immediately adjacent to the San Antonio Creek Channel, a proposed regional trail, and to Lehigh Elementary School. Orchard Street to the north is a proposed bikeway.

Access to this park via walking and biking can be vastly improved by implementing the proposed Orchard Street bike facility and the San Antonio Creek Channel. An opportunity exists to enhance the appeal of this park with the addition of amenities such as a perimeter walking trail with fitness stations, picnic areas, and sports courts. The school district leases approximately 20,000 square feet of the park space from the City.

Wilderness Basin Park (4594 San Bernardino Street - 4.32 acres)

This park is operated by Chino Basin Water Conservation District (CBWCD) and is one of Montclair’s newer parks. Park amenities includes special installations such as a demonstration garden and planting areas, a walking path, fitness equipment, picnic area, restrooms, and a surface parking lot accessed via San Bernardino Street. The parking lot includes permeable paving. The park is located immediately adjacent to the San Antonio Creek Channel, a proposed regional trail, and San Bernardino Street, a proposed bikeway. This location makes the park a potential future destination or a stopping point on the regional bike network. The City leases approximately 3.3 acres of the park from the CBWCD.

Paseos Park (4914 Olive Street - 0.77 acres)

This is a linear park space with a terraced landscape and seating areas, pedestrian-scale lighting, and educational signage. It doubles as a stormwater capture feature of the residential development. This is Montclair’s newest park and its high-design aesthetic makes it a community favorite.

Reeder Ranch (4405 Holt Boulevard - 1.57 acres)

Reeder Ranch is a historic orchard and homestead site that the City recently acquired. It is located adjacent to a 1.57 acre city-owned parcel and is planned to be developed in the future as a park and an interpretive center for Reeder Ranch. In 2020, the City was awarded a \$5.1 million grant to build a new “Reeder Ranch Park.” This park will include a new 2,500 square feet recreation center with indoor/ outdoor stage, natural playground with shade, walking trails, fitness stations, picnic tables with shade structure, public art, and a parking lot with lighting and landscaping throughout the park. The Park will be built next to the Reeder Ranch House. The Park will include a community/Recreation Center for convenient access for future recreational opportunities with the Ranch.

Freedom Plaza

In 1993, the Montclair Community Action Committee dedicated Freedom Plaza to honor Montclair residents who had participated in Operation Desert Storm. The circular plaza consist of a central sculpture surrounded by a perimeter seating ledge. The central sculpture designed by Janet Tuck and Geraldine Waldman is a bronze ridged wheel with raised doves in circular flight sitting atop a granite textured base. This small park is located on Monte Vista Avenue on the south side of the I-10 Freeway.

Vernon Lot

This undeveloped lot is located near Mission School outside the southwest City limits.

Semi-Public Recreation Areas

Several public schools in Montclair have school yards and playgrounds. While they are not open to the public, they are accessible by students for after school programs/activities as described below:

- Moreno Elementary School - contains two playgrounds, basketball courts, and blacktop courts, as well as an open lawn.
- Serrano Middle School - contains soccer fields, basketball and tennis courts.
- Montclair High School - contains two baseball diamonds, softball diamond, football field, basketball courts, soccer field, and tennis courts.
- Monte Vista Elementary School - contains four playgrounds, open lawn, basketball, and blacktop sports courts.
- Lehigh Elementary School - contains a playground, basketball courts, blacktop courts, and is adjacent to Sunset Park.
- Ramona Elementary School - adjacent to Essex Park, contains two playgrounds, basketball, and sport courts, as well as an open lawn.
- Howard Elementary School - contains an open lawn, diamond sports, blacktop sports courts, and soccer fields.
- Kingsley Elementary School - adjacent to Kingsley Park and contains basketball and blacktop sports courts, and a playground, as well as open lawn space.

Recreation Programs

Montclair Youth Center

The Youth Center is located next to the Alma Hofman Park which includes a splash pad used during summer months. The Youth Center provides middle school and high school aged youth with a safe, welcoming environment. The facility was designed to inspire a feeling of “openness” among the community’s youth. The Youth Center includes a game area, study room, cyber café, and assembly room. The City of Montclair Recreation Staff host a variety of new, fun events every month for over 150 registered participants. The Youth Center also hosts the Summer Program that includes a variety of activities and field trips. Other active programs includes sports activities for both youth and adults including basketball and volleyball. Staff in the Youth Center also work with local sports leagues such as Little League, Soccer, and Softball programs.

Montclair After School Program

In partnership with the Ontario-Montclair School District, the Montclair After-School Program (MAP) operates at eleven school sites in Montclair, Monday-Friday, beginning after school, and ending at 6:00 p.m. daily. Over 1,000 students participate in academic assistance, sports activities, and enrichment programs. Enrichment includes California Common Core based activities that complement the school day curriculum topics such as science, technology, engineering, arts, math, reading and social studies. The program also provides a full meal to every student daily. MAP's goals are to provide a safe place after school for children and to find creative ways to make learning fun.

Montclair Recreation Center

The Recreation Center is located within the Montclair Civic Center, South of the Library and Community Center. The Recreation Center is home to a newly remodeled low-cost weight room, open five days per week from 7:30 am-9:30 pm. This weight room includes treadmills, elliptical, bikes, and weights. In addition, the Recreation Center includes three racquetball courts available for reservations and meeting rooms for a variety of recreation classes including karate, gymnastics, and dance to name a few.

Montclair Senior Center

The goal of the Montclair Senior Citizens program is to implement educational, social, recreational, and support programs for older adults, with a focus on those in the greatest economic and social need, so they can successfully age in place. Program highlights include daily elderly nutrition lunch program, Golden Express Senior Transportation, Montclair Walkers (a senior walking club), a variety of educational workshops, special events, active trips and food demonstrations. The Montclair Senior Center includes a multi-purpose room, a coffee bar, a commercial kitchen, an outdoor patio with barbecues, numerous outdoor areas with fountains and a fireplace, and staff offices.

Montclair Walking Program

For over thirty years, the City of Montclair has led a walking group targeting seniors at Montclair Place. Meeting three times weekly, the group walks for 45 minutes to one hour around the mall. Participants who walk over 100 miles are rewarded with a 100-mile t-shirt. This is a very well attended program with consistently over 100 people in attendance. Once a month meetings are held to promote information about staying healthy and active. In addition, Healthy Montclair began a walking group that meets in the morning one day per week. The goal of this group is to not only encourage physical activity but to also provide health education on a monthly basis.

SCOPE OF WORK

The City of Montclair is seeking for a qualified consultant firms to provide professional services to develop a Parks and Recreation Master Plan. The comprehensive master plan shall include the following basic components:

Project Administration

a. Public Engagement & Information

The consultant will develop a public involvement strategy and methodologies to encourage citizen participation in the decision-making process, ensure that all interested stakeholders are aware of participation opportunities and make sure that the final recommendations are consistent with community needs and desires. The consultant should be prepared to provide a menu of options to meet these goals which may include:

- Interviews with key stakeholders to identify significant issues;
- Focus Groups with various representatives of various special interests;
- Meetings with public agencies involved in parks, open space, and recreation; or
- Community Workshops that include displays, graphics, etc. to facilitate discussions.

The consultant will work with City staff to comply with public meeting notification requirements and will be responsible for preparing a public information program inclusive of producing materials to help inform the public about the master plan process, progress, key recommendations and findings.

b. Progress Reporting

- The consultant and the Project Manager shall hold progress meetings as often as necessary, but in no case less than once every two weeks (teleconferencing is acceptable) until the final plan is approved by the City Council for the purpose of progress reporting.
- The consultant shall supply the Project Manager with at least one (1) copy of all completed or partially completed reports, studies, forecasts, maps or plans as deemed necessary by the Project Manager at least three (3) working days before each progress meeting.
- The Project Manager shall schedule the meetings, as necessary, at key times during the development of the master plan.

c. Deliverables

The consultant shall be responsible for providing master copies in a full color, editable digital format for each report throughout the Parks and Recreation Master Plan project. File formats for public posting must be compatible with the City's website.

Research & Analysis

a. Park and Facility Inventory

The consultant will gather an inventory of the City's parks and open space system, including individual parks, natural areas, trails, and individual recreation facilities, including joint-use developments with school districts or other resources within the City's jurisdiction, regardless of direct management or ownership by the City. The analysis should consider the capacity of each amenity found within the system (playgrounds, ball fields, trails, natural areas, special facilities, etc.) as well as functionality, accessibility, condition, comfort, convenience and useful life. Visits to the City's parks and recreation sites and facilities will be required for the purpose of developing a set of prioritized recommendations for maintenance and renovation of existing parks, trails, and recreation facilities.

b. Analysis of Programs and Services

The consultant shall provide an inventory and evaluation of existing recreation programs provided by the City and by other area providers. The consultant shall identify any unnecessary duplication of services and provide recommendations for minimizing such duplications or enhancing services through collaborative partnerships, when appropriate. The consultant shall provide a comparison of the City's level of service with those of comparable regional cities.

c. Maintenance & Operations Evaluation

The consultant shall prepare an evaluation of the funding, staffing, and management issues involved with the maintenance and operations of the City's parks and recreation system.

d. Mapping Update

The consultant shall provide mapping services to support the master plan development, including mapping existing facilities, service areas, underserved areas, master plan recommendations, existing and proposed park and open space system classifications, planning areas, natural resources and other resource maps that may be needed to present information to the public for decision-making and communication purposes.

Recommendations

- a. Compliance with General Plan and California Environmental Quality Act (CEQA)

The consultant will be required to ensure that the Parks and Recreation Master Plan complies with the City's General Plan. The consultant shall be required to complete all CEQA related requirements for necessary environmental review and clearance prior to final review by the Parks and Recreation Commission and the City Council.

- b. Draft Recommendations

The consultant shall prepare draft recommendations for parks and recreation facilities, recreation programs, and operations and maintenance systems for review by the public, the project team, and the Parks and Recreation Commission. The consultant shall attend a Parks and Recreation Commission meeting to present the draft report and shall provide all materials for review during the meeting. Consultant shall be responsible for completing all updates and modifications that result from the review of the draft Parks and Recreation Master Plan by the Parks and Recreation Commission.

- c. Final Comprehensive Master Plan

The consultant shall prepare a draft Comprehensive Master Plan document for review and editing by the project team, and for public review. Based on the recommended revisions, the consultant will provide a final Parks and Recreation Master Plan, including models and display material for any recommended future facilities. The consultant will also be required to assist with preparing the associated draft staff reports and to attend City Council meetings to present plan findings and recommendations.

The Comprehensive Master Plan must include:

- Written goals, targets, objectives and policy statements that articulate a clear vision that can be used as a “road map” to guide parks and recreation services.
- A summary of existing conditions, inventories and level of service analysis, inclusive of identifying any areas of shortfall as compared to average standards (regional, state, national, etc.).
- An implementation plan that includes:
 - Strategies, priorities and an analysis of the budgetary support necessary for the short term, mid-term and long-term sustainability and planned growth of the overall parks and recreation system;

- An analysis of park land deficiencies to determine additional land required for recreation, open space, trails, etc. including maintenance and administration of future facilities; and /or
- Recommendations for operations, staffing, maintenance, capital repair and replacement plan, development of programming and funding needs, inclusive of alternate funding mechanisms for consideration.
- Supporting charts, graphs, maps and other data as needed to support the plan and its presentation.

Optional Scope - Fee Analysis

The City is requesting a separate quote for potential inclusion with the 2022 Parks and Recreation Master Plan to review the City's fee philosophy through benchmarking best practices in comparable cities and communities. This quote will be considered separately and will not affect the final price total of the 2022 Parks and Recreation Master Plan development scope of work. The City may choose not to contract for this work. However, if the City chooses to engage the selected consultant's quote, the quoted amount will be included in the final Agreement for the development of the 2022 Parks and Recreation Master Plan.

PROPOSAL FORMAT AND CONTENT

Consultants shall limit their proposal to 25 pages, excluding cover and resumes. The proposal shall provide all the information requested in this RFP. The Consultant's proposal shall contain the following information and shall be organized as follows:

a. Project Team

An organizational chart indicating principals and key project team members with an indication of their involvement in the project. Also provide resumes of the key personnel involved with this project including personnel from sub-Consultants. For the project engineer/architect and project manager, include information for three (maximum) recent projects on his/her record of completion compared to the original project schedule.

b. Firm's Experience

List a maximum of three (3) projects of similar size and scope that the firm has performed professional services for other public agencies. For each project, provide the following information: location, owner, project manager, etc. If any portion of the project is sub-contracted, provide similar information for a maximum of three projects.

c. Project Scheduling

Provide a schedule identifying milestones for the major tasks in the development of the master plan, beginning with the Notice to Proceed.

d. Resource Requirements

Provide a man-hour and fee estimate for the proposed scope of work. Please state all assumptions upon which the estimates are based.

e. Fee Schedule

The fee proposal shall include a not-to-exceed (NTE) figure and hourly billing rates for typical staff classifications and cost breakdown per task. These rates will be used to negotiate any additional work the City may request. All assumptions upon which the costs are based shall be stated.

Agreement

Exhibit D is a copy of the City's professional services agreement. A copy shall be completed and signed as part of the proposal package. Completion of this agreement will be your statement that all terms and conditions are acceptable. This completed agreement made part of the proposal is by no means to be interpreted as acceptance by the City or notice to proceed.

Insurance

Proof of insurance requirements addressed in the professional services agreement of this Request for Proposal shall be submitted by the selected Consultant upon execution of the original contract for submittal to the City Council.

All proposers shall submit a "Statement Certifying Insurance Coverage" certifying that the required insurance coverage will be obtained by the Consultant, and that the Consultant understands said coverage is prerequisite for entering into an agreement with the City. The Consultant is required to confirm with its insurance carrier that it can meet all the requirements for insurance. Failure to meet the insurance regulations as set forth shall result in the Consultant's disqualification.

References

List of three (3) references for similar projects must be provided. Include contact person, address, and telephone number.

Consulting Services Agreement

Statement certifying that you agree to the City's Consulting Services Agreement terms and conditions. Any proposed edits to the agreement shall be submitted with the proposal for staff's review and consideration.

SUBMITTAL OF PROPOSAL

Consultants interested in responding to this Request for Proposal shall submit a proposal by **3:00 p.m. on January 18, 2022**. The proposal shall be organized as described in the “Proposal Format and Contents.” **Any proposals received after 3:00pm on January 18, 2022 will be returned unopened.**

Five (5) sets of proposals and one (1) electronic copy in PDF format on a flash drive or CD of the proposal shall be presented in one (1) sealed envelope. Envelopes bearing the name, address and telephone number of individual or entity submitting the proposal and shall be addressed to:

Monica Heredia, P.E.
Public Works Director/City Engineer
City of Montclair
5111 Benito Street
Montclair, CA 91763

Envelope for proposals shall be clearly marked with the notation: “DO NOT OPEN-PROPOSAL FOR PARKS AND RECREATION MASTER PLAN”

SELECTION PROCEDURES

The proposals received by the submission date will be evaluated on the basis of their responsiveness to this RFP. The City of Montclair reserves the right to establish, add, delete, or modify criteria by which the proposals will be evaluated and to weigh the criteria according to the City’s priorities.

Criteria for the evaluation of the proposals may include, but need not be limited to the following:

- Consultant’s demonstrated understanding of the scope of work.
- Completeness of proposal.
- Firm’s track records and key project team members’ experiences and record in performing similar work.
- Timeliness in accomplishing work assignments for projects in the agreed work.
- The resources required to perform the requested services and fee proposal
- The consultant’s comments on the professional services agreement or exceptions.
- References

Those contractors considered most responsive to this RFP may be requested to attend at least one interview with the City. The City may determine that a selection can be made without conducting interviews. The tentative time for the interview is the week of **February 7, 2022**, subject to scheduling.

RIGHT TO REJECT ALL PROPOSALS

The City reserves the right to reduce or revise elements of the scope of work prior to the award of any Contract. Furthermore, the City reserves the right to reject any or all proposals submitted and no representation is made hereby that any Contract will be awarded pursuant to this Request for Proposal, or otherwise. All costs incurred in the preparation of the proposal, in the submission of additional information and/or in any other aspect of a proposal prior to the award of a written contract will be borne by the proposer.

The City will provide only the staff assistance and documentation specifically referred to herein and will not be responsible for any other cost or obligation of any kind which may be incurred by a proposer. All proposals submitted to the City in response to this Request for Proposal shall become the property of the City.

QUESTIONS

For any questions regarding this Request for Proposal, please contact Monica Heredia, Public Works Director/City Engineer at (909) 625-9441 or mheredia@cityofmontclair.org

Enclosures: Exhibit A – List of Parks & Facilities
Exhibit B – List of School Open Space and Recreational Facilities
Exhibit C – Location of Facilities
Exhibit D – Consulting Services Agreement

Exhibit A

List of Parks and Facilities

	Park Name	Size (Acres)	Description	Facilities
1	Alma Hofman Park	4.95	The park amenities are in fair condition, and the splash pad and playground are well used during the Summer months. A gazebo provides limited seating and a shade structure. Picnic benches are located towards the back of the park.	A playground area, a zero-depth water Splash Pad, two lighted tennis courts, a lighted skate park, a lighted basketball court, and restrooms. Parking and access is available via a surface lot adjacent to Benito Street.
2	Essex Park	4.4	The park is located adjacent to Ramona Elementary School, connected via a playground, and less than one mile from the San Antonio Creek Channel, a proposed regional trail.	A single, un-lighted baseball field and snack bar facility. Parking is available via a surface parking lot with entrance on Essex Street.
3	Golden Girls Park (Vernon Park)	1.87	This park is used during weekdays by the adjacent Buena Vista Arts Magnet School. There is a joint use agreement with the City for league softball games.	Two softball fields and amenities including a snack bar facility and restroom are inside gated fence. Parking is available at the school lot or street parking.
4	Kingsley Park	3	This leased park area is located immediately adjacent to Kingsley Elementary School west of Benson Avenue (a future proposed bikeway).	A single baseball field, and snack bar facility. There is a turf grass area with shade trees and a surface parking lot located along Kingsley Street.
5	MacArthur Park	2.64	Access is only via the Deodar Street entrance. The park is located in a residential neighborhood immediately adjacent to the I-10 Freeway, which borders the park to the north.	This park contains a fence backstop, playground with engineered wood fiber. There are picnic tables and parking is available in a surface lot accessed via Deodar Street.
6	Mini Park #1	.28	The park is located within a ¼ mile of Moreno Elementary School and the San Antonio Creek Channel.	Two picnic tables and two large shade trees. A bus stop shelter is located adjacent to the park. On street parking available.
7	Mini Park #2	.07	The park site is defined on two sides by property fences.	Landscaping and a large shade tree, no amenities. On street parking available.
8	Moreno Vista Park	3.4	The park is located immediately adjacent to the San Antonio Creek Channel, a proposed regional trail.	Landscaping, no amenities. Parking is located in a small surface lot accessed via Moreno Street.
9	Saratoga Park	11.7	The park is located on the south side of Kingsley Street east of Kingsley Elementary School near Benson and Central Avenue.	A playground, four lighted baseball fields with bleachers and two batting cages, a snack bar, basketball court, picnic areas, and two surface parking lots (one off Kingsley St. and the other of Vernon Ave).

10	Sunrise Park	2.34	Park is only accessible via Princeton Street.	A playground, picnic table area, and parking lot.
11	Sunset Park	7.3	The park is located adjacent to the San Antonio Creek Channel and to Lehigh Elementary School.	A playground, pickle ball court, a fruit park, benches, and parking lot.
12	Wilderness Basin Park	4.32	The park is located immediately adjacent to the San Antonio Creek Channel and Waterwise Community Center	Demonstration garden and planting areas, a walking path, fitness equipment, picnic area, restrooms, and a parking lot.
13	Paseos Park	.77	The park doubles as a stormwater capture feature for the residential development at 4914 Olive Street.	Terraced landscape and seating areas, pedestrian-scale lighting, and educational signage.
14	Reeder Ranch	1.57	The facility will house artifacts related to the City's citrus heritage and development. It is located at 4405 Holt Blvd.	A historic orchard and homestead site. Future site of Reeder Ranch Park will include playground and walking.
15	Freedom Plaza	.69	A circular plaza consist of a central sculpture surrounded by a perimeter seating ledge and an adjacent parking lot.	Located on Monte Vista Avenue on the south side of the I-10 Freeway.
16	Vernon Lot	4.78	Undeveloped lot.	Located near Mission School outside the southwest City limits.

Exhibit B







School Open Space and Recreational Facilities

	School Name	Size (Acres)	Location	Leased Facilities
1	Buena Vista Elementary School	1	Adjacent to Vernon Middle School, Golden Girls Softball Park.	Basketball court, blacktop sports, playgrounds. Adjacent to Vernon Middle School, Golden Girls Softball Park.
2	Howard Elementary School	6.9	Southern limits of the City near Essex Park.	Open lawn, diamond sports, blacktop sports, and soccer.
3	Kingsley Elementary School	4.7	Adjacent to Kingsley Park.	Basketball and blacktop sports, and a playground, as well as open lawn space.
4	Lehigh Elementary School	4.8	Adjacent to Sunset Park.	A playground, basketball courts, blacktop courts, and is adjacent to Sunset Park.
5	Montclair High School	20.7	West of Monte Vista Ave. and bounded on the north by Benito St. and Orchard St. on the south.	Two baseball diamonds, softball diamond, football field, basketball courts, soccer field, and tennis courts.
6	Monte Vista Elementary School	3.6	At the northeast corner of Orchard St. and Monte Vista Ave.	Four playgrounds, open lawn, basketball, and blacktop sports.
7	Montera Elementary School	4.1	At the northwest corner of Holt Blvd. and Monte Vista Ave.	Basketball courts and blacktop sports, two playgrounds, a soccer field, handball courts.
8	Moreno Elementary School	3.6	West of Monte Vista Ave.	Two playgrounds, basketball courts, and blacktop courts, as well as open lawn.
9	Ramona Elementary School	4.3	Adjacent to Essex Park.	Two playgrounds, basketball, and sport courts, as well as open lawn.
10	Serrano Middle School	6.1	South side of San Jose St. and west of Monte Vista Ave.	Soccer fields, basketball courts, tennis courts.
11	Vernon Middle School	3.8	Adjacent to Buena Vista Elementary School.	Outdoor basketball courts, indoor basketball and volleyball court, soccer field, baseball/softball field.

Exhibit C

General Map

Montclair, CA

-  City Boundary
-  Parks
-  Schools
-  Ontario
-  County
-  Montclair

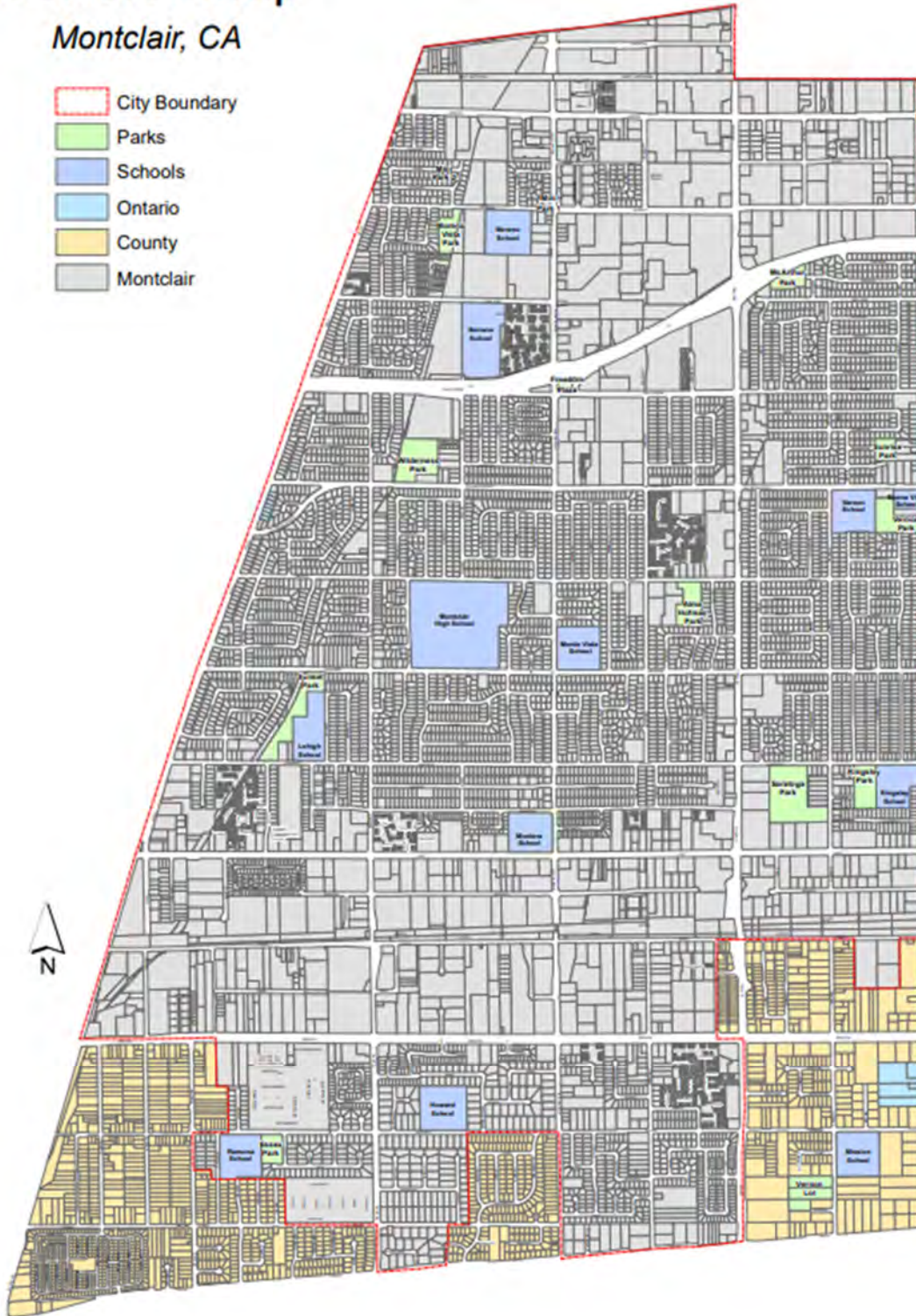


Exhibit D

AGREEMENT FOR CONSULTANT SERVICES

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

1. TERM

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

2. SERVICES

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

3. PERFORMANCE

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

4. CITY MANAGEMENT

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

5. PAYMENT

- (a) The City agrees to pay Consultant 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 \$14,200 for the total term of the Agreement unless additional payment is approved as provided in this Agreement.
- (b) Consultant shall not be compensated for any services rendered in connection with its performance of this Agreement which are in addition to those set forth herein, unless such additional services are authorized in advance and in writing by the City Manager. Consultant shall be compensated for any additional services in the amounts and in the manner as agreed to by City Manager and Consultant at the time City's written authorization is given to Consultant for the performance of said services. The City Manager may approve additional work not to exceed ten percent (10%) of the amount of the Agreement, but in no event shall total compensation exceed AMOUNT (\$X,XXX). 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. However, any modification or reuse of such documents for purposes other than those intended by this Agreement shall be at City's sole risk and without liability to 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) Defense, Indemnity and Hold Harmless. Consultant shall defend, indemnify, and hold harmless the City, its present and former officers, directors, employees, agents, staff, volunteers, mayor, council, boards, committees, and representatives, as broadly interpreted (collectively, the "Indemnified Parties"), of and from all claims, suits, demands, obligations, losses, damages, sums, or any other matters threatened or presently asserted, including but not limited to all legal fees, costs of defense and litigation expenses (including legal fees, expert fees and any other costs or fees, including those of adverse parties imposed on or sought against the Indemnified Parties), arising directly or indirectly out of any liability or claim of loss or liability for personal injury, bodily injury to persons, contractual liability, errors or omissions, breach, failure to perform, damage to or loss of property, or any other loss, damage, injury or other claim of any kind or nature arising out of the work to be performed by Consultant herein, but only to the extent caused by or arising out of the negligent acts or omissions, or intentional misconduct of Consultant, including its sub consultants, employees, agents, and other persons or entities performing work for Consultant.
- (b) Contractual Indemnity. To the fullest extent permitted under California law, Consultant shall contractually indemnify, defend and hold harmless the Indemnified Parties from and against any liability (including liability for claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses, amounts for good faith settlement, 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 and costs), arising out of or related 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 Consultant's officers, agents, representative, employees, independent consultants, sub consultants or affiliated or related entities and/or its or their employees, agents and representatives, but only to the extent caused by or arising out of all negligent acts or omissions, or intentional misconduct of Consultant, including its sub consultants, employees, agents and other persons or entities performing work for Consultant. Indemnification shall include any claim that Consultant, or Consultant's employees or agents, are or may be considered and treated as 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. The obligation to indemnify, defend and hold harmless the Indemnified Parties shall apply to all liability as defined above regardless of whether the Indemnified Parties were or are alleged to have been negligent, except that it shall not apply to claims arising from the sole negligence, active negligence, or willful intentional

misconduct of the Indemnified Parties. Consultant's obligation to defend the Indemnified Parties is not contingent upon there being an acknowledgement of or determination of the merit of any claims, liability, demands, causes of action, suits, losses, expenses, errors, omissions and/or costs.

- (c) Sub consultants and Indemnification. Consultant agrees to and shall obtain executed indemnity agreements in favor of the Indemnified Parties with provisions identical to those set forth from each and every Sub consultant, Sub consultant, or other person or entity involved by, for, with, or on behalf of Consultant in the performance of any aspect of this Agreement. In the event Consultant fails to obtain such indemnity obligations, Consultant shall be fully responsible for each and every Sub consultant, Sub consultant or other person or entity in terms of defense, indemnity and hold harmless obligations in favor of the Indemnified Parties as set forth above. This obligation to indemnify and defend the Indemnified Parties is binding on the successors, assigns, or heirs of Consultant and shall survive the full performance or termination of this Agreement. These indemnification provisions are independent of and shall not in any way be limited or superseded by the insurance requirements and insurance-related provisions of this Agreement.
- (d) City Lost or Damaged Property – Theft. Consultant further agrees to pay or cause to be paid to the Indemnified Parties' benefit, any and all damages, fines, penalties, and loss or theft of property of the City to the extent caused by or arising out of the negligent acts or omissions or intentional misconduct of Consultant or of Consultant's officers, agents, representatives, employees, independent consultants, sub consultants or affiliated or related entities and/or its or their employees, agents and representatives, whether such actions, omissions to act, negligence or intentional conduct is or was authorized by this Agreement or not. City assumes no responsibility whatsoever for any property placed on the premises of City. Consultant further agrees to waive all rights of subrogation against the Indemnified Parties.
- (e) Non-Waiver and Non-Exhaustion of City's Further Rights and Remedies. No aspect of this provision shall in any way limit or effect the rights of the Indemnified Parties against the Consultant under the terms of this Agreement or otherwise. The indemnification provisions shall apply regardless of whether this Agreement is executed after Consultant begins the work and shall extend to claims arising after this Agreement is performed or terminated, including a dispute as to the termination of Consultant. The indemnity obligations of Consultant shall continue until it is determined by final judgment that the claim against the City and any Indemnified Parties is determined by final judgment and after exhaustion of any rights of appeal. Further, no aspect of this provision shall impact the City's rights to contribution from Consultant, or for the City to dispute Consultant's refusal to defend and indemnify City.
- (f) Limitations on Scope of Indemnity. Notwithstanding the foregoing, Consultant shall not be responsible for indemnification for claims or losses caused by the sole negligence, active negligence, or intentional wrongdoing of Indemnified Parties. Further, the indemnity provided shall be interpreted as broadly as permitted under California law and as to agreements between parties and shall if required be reformed to be consistent with those laws to protect and save this provision for the protection of the Indemnified Parties.
- (g) The obligations of Consultant under this or any other provision of this Agreement shall not be limited by the provisions of any workers' compensation act or similar act. The Consultant expressly waives any statutory immunity under such statutes or laws as to the Indemnified Parties. The Consultant's indemnity obligation set forth in this Section 9 shall not be limited by the limits of any policies of insurance required or provided by the Consultant pursuant to this Agreement.
- (h) The Consultant's covenant under this Section 9 shall survive the expiration or termination of this Agreement.

10. INSURANCE

The City reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances, provided that any modification of these requirements will require approval from Consultant.

(a) Types of Required Coverages

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

- (1) Commercial General Liability: Commercial General Liability Insurance which affords coverage at least as broad as Insurance Services Office “occurrence” form CG 00 01, including products and completed operations, property damage, bodily injury, and personal & advertising injury with limits no less than \$1,000,000 per occurrence, and \$1,000,000 aggregate total bodily injury, personal injury, and property damage.
- (2) Automobile Liability Insurance: Automobile Liability Insurance with coverage at least as broad as Insurance Services Office Form CA 0001 covering “Any Auto” (Symbol 1), including owned, non-owned and hired autos, or the exact equivalent, with minimum limits of \$1,000,000 for bodily injury and property damage, each accident. If 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. Automobile liability insurance and endorsements shall be kept in force at all times during the performance of this Agreement.
- (3) Workers’ Compensation: Workers’ Compensation Insurance, as required by the State of California and Employer’s Liability Insurance with a limit of not less than \$1,000,000 each accident for bodily injury and \$1,000,000 each employee for bodily injury by disease.
- (4) Professional Liability: Professional Liability insurance with limit of not less than \$1,000,000 each claim. Covered professional services shall specifically include the types of work to be performed under the Agreement and delete any exclusion that may potentially affect the work to be performed.

(b) Endorsements

Insurance policies shall not be in compliance if they include any limiting provision or endorsement. The insurance policies shall contain, or be endorsed to contain, the following provisions:

- (1) Commercial General Liability

Additional Insured: The City, its elected officials, officers, employees, volunteers, boards, agents and representatives shall be additional insureds with regard to liability and defense of suits or claims arising out of the work or operations performed by or on behalf of the Consultant including materials, parts or equipment furnished in connection with such work or operations. Coverage for the additional insureds shall apply to the fullest extent permitted by law.

Additional Insured Endorsements shall not:

1. Be limited to “Ongoing Operations”
2. Exclude “Contractual Liability
3. Restrict coverage to the “Sole” liability of consultant
4. Exclude “Third-Party-Over Actions”
5. Contain any other exclusion contrary to the Agreement

Additional Insured Endorsements shall be at least as broad as ISO Forms CG 20 10 11 85; or CG 20 and 10 and CG 2037.

Primary Insurance: This insurance shall be primary and any other insurance, whether primary, excess, umbrella or contingent insurance, including deductible, or self-insurance available to the insureds added by endorsement, shall be in excess of, and shall not contribute with, this insurance. Coverage shall be at least as broad as ISO CG 20 01 04 13.

(2) Auto Liability

Additional Insured: The City, its elected officials, officers, employees, volunteers, boards, agents, and representatives shall be additional insureds with regard to liability and defense of suits or claims arising out of the work or operations performed by or on behalf of the Consultant.

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

(3) Workers' Compensation

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

(c) Notice of Cancellation

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

(d) Waiver of Subrogation

Required insurance coverages shall not prohibit Consultant from waiving the right of subrogation prior to a loss. Consultant shall waive all rights of subrogation against the indemnified parties and policies shall contain or be endorsed to contain such a provision. This provision applies regardless of whether the City has received a waiver of subrogation endorsement from the insurer.

(e) Evidence of Insurance

All policies, endorsements, certificates, and/or binders shall be subject to approval by the City as to form and content. These requirements are subject to amendment or waiver only if so approved in writing by the City. The City reserves the right to require redacted copies of all required insurance policies, including endorsements required by these specifications, at any time.

The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf. At least fifteen (15) days prior to the expiration of any such policy, evidence of insurance showing that such insurance coverage has been renewed or extended shall be filed with the City. If such coverage is cancelled or reduced, Consultant shall, within ten (10) days after receipt of written notice of such cancellation or reduction of coverage, file with the City evidence of insurance showing that the required insurance has been reinstated or has been provided through another insurance company or companies.

(f) Deductible or Self-Insured Retention

Any deductible or self-insured retention must be approved in writing by the City and shall protect the indemnified parties in the same manner and to the same extent as they would have been protected had the policy or policies not contained a deductible or self-insured retention. The City may require the Consultant to provide proof of ability to pay losses and related investigations, claim administration and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the Consultant or the City.

(g) Contractual Liability/Insurance Obligations

The coverage provided shall apply to the obligations assumed by the Consultant under the indemnity provisions of this Agreement. No representation is made that the minimum insurance requirements of this Agreement are sufficient to cover the obligations of the Consultant under this Agreement.

(h) Failure to Maintain Coverage

Consultant agrees to suspend and cease all operations hereunder during such period of time as the required insurance coverage is not in effect and evidence of insurance has not been furnished to the City. The City shall have the right to withhold any payment due Consultant until Consultant has fully complied with the insurance provisions of this Contract. In addition, the City may either immediately terminate this Agreement or, if insurance is available at a reasonable cost, City may take out the necessary insurance and pay, at Consultant's expense, the premium thereon.

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

(i) Acceptability of Insurers

Each such policy shall be from a company or companies with a current A.M. Best's rating of no less than A:VII and authorized to do business in the State of California, or otherwise allowed to place insurance through surplus line brokers under applicable provisions of the California Insurance Code or any federal law. Any other rating must be approved in writing in accordance with the City.

(j) Claims Made Policies

If coverage is written on a claims-made basis, the retroactive date on such insurance and all subsequent insurance shall coincide or precede the effective date of the initial Consultant's Agreement with the City and continuous coverage shall be maintained or an extended reporting period shall be exercised for a period of at least five (5) years from termination or expiration of this Agreement.

(k) Insurance for Subconsultants

Consultant shall be responsible for causing Subconsultants to purchase the same types and limits of insurance in compliance with the terms of this Agreement, including adding the City as an Additional Insured, providing Primary and Non-Contributory coverage and Waiver of Subrogation to the Subconsultants' policies. The Commercial General Liability Additional Insured Endorsement shall be on a form at least as good as CG 20 38 04 13.

11. INDEPENDENT CONSULTANT

(a) Consultant is and shall at all times remain as to the City a wholly independent consultant. 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. Consultant shall be solely responsible and hold the City harmless for all matters relating to the payment of Consultant's employees, including compliance with Social Security withholdings and all other regulations governing such matters.

(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 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 shall comply with all applicable federal, state and local Conflict of Interest laws, including the Political Reform Act (California Government Code, Section 81000, *et. seq.*) and California Government Code, Section 1090, *et. seq.* Consultant covenants that neither he/she nor any officer 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. Further, Consultant covenants not to give or receive any compensation, monetary or otherwise, to or from the ultimate vendor(s) of services to the City as a result of the performance of this Agreement, or the services that may be procured by the City as a result of the recommendations made by the Consultant. The Consultant's covenant under this Section shall survive the termination of 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: Monica Heredia, P.E.
City Engineer
City of Montclair
5111 Benito
Montclair, CA 91763

To Consultant: NAME
ADDRESS

17. ASSIGNMENT AND SUBCONTRACTING

The Consultant shall not assign any of its rights or delegate any of its duties under this Agreement, either in whole or in part, nor any monies due hereunder, without prior written consent of the City. The City's consent to an assignment of rights under this Agreement shall not release the Consultant from any of its obligations or alter any of its obligations to be performed under this Agreement. Any attempt at assignment or delegation by the Consultant in violation of this Section 17 shall be void and of no legal effect and shall constitute grounds to terminate this Agreement for cause. The Consultant shall not subcontract any performance required under this Agreement without the City's prior written consent.

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 PROPOSAL

Consultant is bound by the contents of the proposal submitted by the Consultant, Exhibit "A" hereto. In the event of conflict, the requirements of 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. Consultant's covenant under this Section shall survive the expiration or termination of this Agreement.

23. DISCRIMINATION

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

24. EFFECT OF PARTIAL INVALIDITY

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

25. CLAIMS AGAINST CITY

Consultant must comply with the claim procedures set forth in Government Code sections 900, *et. seq.*, and/or Montclair Municipal Code, Chapter 1.16, as applicable, prior to filing any lawsuit against the City. Such claims and any subsequent lawsuit based upon the claims shall be limited to those matters that remain unresolved after all procedures pertaining to extra work, disputed work, claims, and/or changed conditions have been followed by Consultant. If no such claim is submitted, or if any prerequisite contractual requirements are not otherwise satisfied as specified herein, Consultant shall be barred from bringing and maintaining a valid lawsuit against the City.

26. 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.

27. NO THIRD PARTY BENEFICIARIES

This Agreement is made solely for the benefit of the Parties to this Agreement and their respective successors and assigns, and no other person or entity may have or acquire a right by virtue of this Agreement.

28. COST OF LITIGATION

If any legal action is necessary to enforce any provision of this Agreement or for damages by reason of an alleged breach of any provisions of this Agreement (whether in contract, tort or both), the prevailing Party shall be entitled to receive from the losing Party all attorneys' fees, costs and expenses in such amount as the courts may determine to be reasonable. In awarding the cost of litigation, the court shall not be bound by any court fee schedule, but shall, if it is in the interest of justice to do so, award the full amount of costs, expenses and attorneys' fees paid or incurred in good faith.

29. 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.

30. COUNTERPARTS

This Agreement may be executed in any number of counterparts, each of which shall be deemed to be the original, and all of which together shall constitute one and the same instrument.

31. ALLOCATION OF RISK

City and Consultant have evaluated the risks and rewards associated with this Agreement, including Consultant's fee relative to the risks assumed, and agree to allocate certain of the risks so, to the fullest extent permitted by law and notwithstanding anything to the contrary in this Agreement, the total aggregate liability of Consultant (and its related corporations, sub consultants and employees) to City and anyone claiming by, through or under City shall be limited to the amount of \$50,000, for any and all injuries, damages, claims, losses, or expenses (including attorney and expert fees) arising out of Consultant's services or this Agreement regardless of the cause(s) or the theory of liability, including negligence, indemnity, or other recovery.

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: _____
Javier John Dutrey, Mayor

By: _____
Name and title

Attest:

By: _____
Andrea M. Myrick, City Clerk

Approved as to Form:

By: _____
Diane E. Robbins, City Attorney



CITY COUNCIL AGENDA REPORT

DATE:	MARCH 7, 2022	FILE I.D.:	STB300-17
SECTION:	CONSENT - RESOLUTIONS	DEPT.:	FINANCE
ITEM NO.:	1	PREPARER:	C. GRAVES
SUBJECT:	CONSIDER ADOPTION OF RESOLUTION NO. 22-3337 AUTHORIZING PLACEMENT OF LIENS ON CERTAIN PROPERTIES FOR DELINQUENT SEWER AND TRASH CHARGES		

REASON FOR CONSIDERATION: Staff has identified 172 sewer and trash accounts in the odd-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.

FISCAL IMPACT: Recoverable amount is \$60,620.43, plus \$3,440.00 for release of lien fees, plus \$8,600.00 in lien fees, for a total of \$72,660.43.

RECOMMENDATION: Staff recommends the City Council adopt Resolution No. 22-3337 authorizing placement of liens on certain properties for delinquent sewer and trash charges.

RESOLUTION NO. 22-3337

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 174 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 February 10, 2022, 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, March 7, 2022.

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 - March 2022*, attached hereto.

BE IT FURTHER RESOLVED that the 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, 2022.

Mayor

ATTEST:

City Clerk

I, Andrea M. Myrick, City Clerk of the City of Montclair, DO HEREBY CERTIFY that Resolution No. 22-3337 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, 2022, and that it was adopted by the following vote, to-wit:

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

Andrea M. Myrick
City Clerk

**Exhibit A to Resolution No. 22-3337
Report of Delinquent Civil Debts - March 2022**

Street No.	Street	Account Type	Delinquency	Release of Lien Fee	Lien Fee	Total Lien Amount
10720	Ada Avenue	Commercial	261.94	20.00	50.00	331.94
4334	Alamitos Street	Residential	318.39	20.00	50.00	388.39
5356	Alamitos Street	Residential	332.94	20.00	50.00	402.94
4587	Allesandro Street	Residential	331.08	20.00	50.00	401.08
4667	Allesandro Street	Residential	333.09	20.00	50.00	403.09
9727	Amherst Avenue	Residential	325.07	20.00	50.00	395.07
9757	Amherst Avenue	Residential	329.20	20.00	50.00	399.20
9910	Amherst Avenue	Residential	333.09	20.00	50.00	403.09
10065	Amherst Avenue	Residential	402.35	20.00	50.00	472.35
10085	Amherst Avenue	Residential	408.00	20.00	50.00	478.00
5460	Armsley Street	Residential	288.76	20.00	50.00	358.76
5363	Arrow Hwy	Commercial	321.92	20.00	50.00	391.92
9909	Bel Air Avenue	Residential	422.62	20.00	50.00	492.62
9950	Bel Air Avenue	Residential	331.18	20.00	50.00	401.18
10036	Bel Air Avenue	Residential	287.95	20.00	50.00	357.95
10045	Bel Air Avenue	Residential	408.00	20.00	50.00	478.00
4354	Benito Street	Senior	303.19	20.00	50.00	373.19
4435	Benito Street	Residential	305.82	20.00	50.00	375.82
4460	Benito Street	Residential	333.09	20.00	50.00	403.09
5233	Benito Street	Senior	298.57	20.00	50.00	368.57
5429	Benito Street	Residential	333.09	20.00	50.00	403.09
5554	Benito Street	Residential	424.08	20.00	50.00	494.08
5598	Benito Street	Residential	364.03	20.00	50.00	434.03
9384	Benson Avenue	Residential	243.13	20.00	50.00	313.13
9656	Benson Avenue	Residential	333.12	20.00	50.00	403.12
10034	Benson Avenue	Residential	377.84	20.00	50.00	447.84
4843	Berkeley Street	Residential	381.96	20.00	50.00	451.96
5382	Berkeley Street	Residential	333.09	20.00	50.00	403.09
5392	Berkeley Street	Residential	331.19	20.00	50.00	401.19
9598	Bolton Avenue	Residential	333.09	20.00	50.00	403.09
4541	Bonnie Brae Street	Residential	333.09	20.00	50.00	403.09
5560	Brooks Street	Commercial	321.05	20.00	50.00	391.05
4382	Brooks Street #B	Commercial	337.35	20.00	50.00	407.35
4412	Brooks Street #C	Commercial	224.41	20.00	50.00	294.41
9851	Camarena Avenue	Residential	332.95	20.00	50.00	402.95
4853	Cambridge Street	Residential	415.07	20.00	50.00	485.07
5438	Cambridge Street	Residential	515.02	20.00	50.00	585.02
5448	Cambridge Street	Residential	331.99	20.00	50.00	401.99
5470	Cambridge Street	Residential	415.07	20.00	50.00	485.07
5471	Cambridge Street	Residential	333.12	20.00	50.00	403.12
5490	Cambridge Street	Residential	321.89	20.00	50.00	391.89
5570	Cambridge Street	Residential	311.42	20.00	50.00	381.42
9151	Camulos Avenue	Residential	489.04	20.00	50.00	559.04
9242	Camulos Avenue	Residential	471.55	20.00	50.00	541.55
9243	Camulos Avenue	Residential	333.09	20.00	50.00	403.09

**Exhibit A to Resolution No. 22-3337
Report of Delinquent Civil Debts - March 2022**

Street No.	Street	Account Type	Delinquency	Release of Lien Fee	Lien Fee	Total Lien Amount
9426	Camulos Avenue	Residential	415.07	20.00	50.00	485.07
9511	Camulos Avenue	Residential	366.35	20.00	50.00	436.35
9540	Camulos Avenue	Residential	456.51	20.00	50.00	526.51
9737	Camulos Avenue	Residential	333.09	20.00	50.00	403.09
9757	Camulos Avenue	Residential	422.62	20.00	50.00	492.62
9877	Camulos Avenue	Residential	366.35	20.00	50.00	436.35
10143	Camulos Avenue	Residential	261.83	20.00	50.00	331.83
5665	Caroline Street	Residential	318.64	20.00	50.00	388.64
5666	Caroline Street	Residential	415.07	20.00	50.00	485.07
9528	Carrillo Avenue	Senior	294.66	20.00	50.00	364.66
9845	Central Avenue	Residential	327.28	20.00	50.00	397.28
9855	Central Avenue	Residential	333.70	20.00	50.00	403.70
9775	Coalinga Avenue	Residential	377.66	20.00	50.00	447.66
9795	Coalinga Avenue	Residential	333.09	20.00	50.00	403.09
9824	Coalinga Avenue	Senior	235.47	20.00	50.00	305.47
9871	Columbine Avenue	Residential	207.48	20.00	50.00	277.48
9477	Del Mar Avenue	Residential	337.97	20.00	50.00	407.97
9827	Del Mar Avenue	Residential	261.83	20.00	50.00	331.83
4405	Denver Street	Residential	365.04	20.00	50.00	435.04
5381	Denver Street	Residential	261.83	20.00	50.00	331.83
5616	Denver Street	Residential	333.09	20.00	50.00	403.09
5626	Denver Street	Residential	390.12	20.00	50.00	460.12
5685	Deodar Street	Residential	261.83	20.00	50.00	331.83
4853	El Morado Street	Residential	227.97	20.00	50.00	297.97
5168	El Morado Street	Residential	465.87	20.00	50.00	535.87
5274	El Morado Street	Residential	419.91	20.00	50.00	489.91
5429	El Morado Street	Residential	332.94	20.00	50.00	402.94
9410	Felipe Avenue	Residential	308.00	20.00	50.00	378.00
9451	Felipe Avenue	Residential	303.65	20.00	50.00	373.65
9793	Felipe Avenue	Senior	246.97	20.00	50.00	316.97
9020	Fremont Avenue	Senior	344.73	20.00	50.00	414.73
9567	Fremont Avenue	Residential	366.35	20.00	50.00	436.35
9703	Fremont Avenue	Residential	250.00	20.00	50.00	320.00
9823	Fremont Avenue	Residential	332.80	20.00	50.00	402.80
9847	Fremont Avenue	Residential	392.18	20.00	50.00	462.18
10037	Fremont Avenue	Residential	325.88	20.00	50.00	395.88
9022	Geneva Avenue	Residential	349.53	20.00	50.00	419.53
9985	Geneva Avenue	Residential	331.79	20.00	50.00	401.79
10018	Geneva Avenue	Residential	310.78	20.00	50.00	380.78
4328	Granada Street	Residential	333.09	20.00	50.00	403.09
5635	Granada Street	Residential	289.74	20.00	50.00	359.74
9627	Greenwood Avenue	Residential	294.83	20.00	50.00	364.83
4376	Harvard Street	Residential	328.47	20.00	50.00	398.47
4418	Harvard Street	Residential	332.64	20.00	50.00	402.64
4430	Harvard Street	Residential	415.07	20.00	50.00	485.07

**Exhibit A to Resolution No. 22-3337
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Street No.	Street	Account Type	Delinquency	Release of Lien Fee	Lien Fee	Total Lien Amount
5462	Harvard Street	Residential	333.11	20.00	50.00	403.11
5141-43	Harvard Street	Senior	614.34	20.00	50.00	684.34
4568	Hawthorne Street	Residential	408.88	20.00	50.00	478.88
9095	Helena Avenue	Residential	337.97	20.00	50.00	407.97
9743	Helena Avenue	Residential	215.65	20.00	50.00	285.65
4611	Highland Street	Senior	295.34	20.00	50.00	365.34
5190	Howard Street A & B	Multifamily	738.35	20.00	50.00	808.35
4585	James Street	Residential	365.49	20.00	50.00	435.49
9844	Kimberly Avenue	Residential	325.11	20.00	50.00	395.11
9860	Kimberly Avenue	Residential	402.46	20.00	50.00	472.46
5564	La Denev Street	Residential	261.83	20.00	50.00	331.83
9744	Lehigh Avenue	Residential	364.94	20.00	50.00	434.94
9958	Lindero Avenue	Residential	415.07	20.00	50.00	485.07
9810	Mammoth Drive	Residential	298.50	20.00	50.00	368.50
9527	Marion Avenue	Residential	333.09	20.00	50.00	403.09
9547	Marion Avenue	Residential	332.77	20.00	50.00	402.77
9325	Mills Avenue	Multifamily	511.16	20.00	50.00	581.16
9595	Mills Avenue	Residential	362.26	20.00	50.00	432.26
9745	Mills Avenue	Residential	287.50	20.00	50.00	357.50
9969	Mills Avenue	Residential	346.53	20.00	50.00	416.53
9056	Monte Vista Avenue	Residential	320.41	20.00	50.00	390.41
9721	Monte Vista Avenue	Residential	575.24	20.00	50.00	645.24
5616	Moreno Street	Residential	422.48	20.00	50.00	492.48
9886	Norton Avenue	Residential	261.83	20.00	50.00	331.83
4613	Olive Street	Residential	261.20	20.00	50.00	331.20
4644	Olive Street	Residential	374.34	20.00	50.00	444.34
4257	Orchard Street	Senior	283.44	20.00	50.00	353.44
4779	Orchard Street	Senior	268.07	20.00	50.00	338.07
5596	Orchard Street	Residential	443.81	20.00	50.00	513.81
5690	Orchard Street	Residential	333.09	20.00	50.00	403.09
9925	Poulsen Avenue	Residential	332.25	20.00	50.00	402.25
9935	Poulsen Avenue	Residential	456.51	20.00	50.00	526.51
9375	Pradera Avenue	Senior	1,467.83	20.00	50.00	1,537.83
10074	Pradera Avenue	Residential	500.77	20.00	50.00	570.77
4467	Princeton Street	Residential	415.07	20.00	50.00	485.07
5571	Princeton Street	Residential	260.87	20.00	50.00	330.87
9030	Ramona Avenue	Residential	261.83	20.00	50.00	331.83
9060	Ramona Avenue	Residential	261.83	20.00	50.00	331.83
9109	Ramona Avenue	Residential	318.39	20.00	50.00	388.39
9529	Ramona Avenue	Residential	966.50	20.00	50.00	1,036.50
9587	Ramona Avenue	Residential	415.07	20.00	50.00	485.07
9801	Ramona Avenue	Senior	303.34	20.00	50.00	373.34
9413	Rose Avenue	Residential	389.73	20.00	50.00	459.73
9434	Rose Avenue	Residential	333.09	20.00	50.00	403.09
9720	Rose Avenue	Residential	366.05	20.00	50.00	436.05

**Exhibit A to Resolution No. 22-3337
Report of Delinquent Civil Debts - March 2022**

Street No.	Street	Account Type	Delinquency	Release of Lien Fee	Lien Fee	Total Lien Amount
9734	Rose Avenue	Residential	261.83	20.00	50.00	331.83
9866	Rose Avenue	Senior	299.02	20.00	50.00	369.02
9966	Rose Avenue	Residential	331.18	20.00	50.00	401.18
4683	Rosewood Street	Residential	415.07	20.00	50.00	485.07
4890	Rosewood Street	Residential	329.59	20.00	50.00	399.59
5361	Rosewood Street	Residential	333.47	20.00	50.00	403.47
5401	Rosewood Street	Residential	208.51	20.00	50.00	278.51
4164	Rudisill Street	Residential	328.71	20.00	50.00	398.71
4245	Rudisill Street	Residential	275.80	20.00	50.00	345.80
5409	Rudisill Street	Residential	361.70	20.00	50.00	431.70
4686	San Bernardino Street	Residential	441.99	20.00	50.00	511.99
4711	San Bernardino Street	Residential	333.09	20.00	50.00	403.09
4749	San Bernardino Street	Residential	331.34	20.00	50.00	401.34
4844	San Bernardino Street	Residential	364.56	20.00	50.00	434.56
5129	San Bernardino Street	Residential	305.59	20.00	50.00	375.59
5216	San Bernardino Street	Residential	285.89	20.00	50.00	355.89
5489	San Bernardino Street	Residential	282.79	20.00	50.00	352.79
5422	San Jose Street	Residential	364.64	20.00	50.00	434.64
5446	San Jose Street	Residential	261.83	20.00	50.00	331.83
5453	San Jose Street	Residential	324.81	20.00	50.00	394.81
5473	San Jose Street	Senior	407.00	20.00	50.00	477.00
5593	San Jose Street	Residential	310.80	20.00	50.00	380.80
5636	San Jose Street	Residential	343.50	20.00	50.00	413.50
4424	San Jose Street #05	Residential	321.89	20.00	50.00	391.89
4424	San Jose Street #10	Residential	358.62	20.00	50.00	428.62
4424	San Jose Street #18	Residential	334.54	20.00	50.00	404.54
4424	San Jose Street #27	Residential	333.09	20.00	50.00	403.09
4630	San Jose Street K	Residential	223.15	20.00	50.00	293.15
10016	Santa Anita Avenue	Residential	381.36	20.00	50.00	451.36
9830	Saratoga Avenue	Residential	361.75	20.00	50.00	431.75
9866	Steamboat Drive	Senior	297.25	20.00	50.00	367.25
9617	Surrey Avenue	Residential	333.09	20.00	50.00	403.09
9554	Tudor Avenue	Residential	262.23	20.00	50.00	332.23
9773	Tudor Avenue	Residential	360.32	20.00	50.00	430.32
9783	Tudor Avenue	Residential	260.05	20.00	50.00	330.05
9966	Vernon Avenue	Senior	264.77	20.00	50.00	334.77
10008	Vernon Avenue	Residential	285.47	20.00	50.00	355.47
		Total:	\$60,620.43	\$3,440.00	\$8,600.00	\$72,660.43



CITY COUNCIL AGENDA REPORT

DATE:	MARCH 7, 2022	FILE I.D.:	COV100/CYC125
SECTION:	CONSENT - RESOLUTIONS	DEPT.:	CITY MGR.
ITEM NO.:	2	PREPARER:	A. MYRICK
SUBJECT:	CONSIDER ADOPTION OF RESOLUTION NO. 22-3338 MAKING FACTUAL FINDINGS IN COMPLIANCE WITH AB 361 FOR THE CONTINUATION OF PUBLIC MEETING TELECONFERENCING DURING PUBLIC HEALTH EMERGENCIES FOR THE PERIOD OF MARCH 7, 2022, THROUGH APRIL 6, 2022		

REASON FOR CONSIDERATION: The City Council’s adoption of Resolution No. 21-3338 would extend the City’s remote public meeting procedures under AB 361 for an additional 30 days, expiring April 6, 2022.

BACKGROUND: Governor Newsom’s Executive Order N-29-20, which suspended and modified the Brown Act’s teleconferencing requirements during the COVID-19 pandemic, expired on September 30, 2021. On September 16, 2021, Governor Newsom signed AB 361 into law as an urgency bill and, four days later, executed an order delaying the application of AB 361 until October 2, 2021.

AB 361 permits legislative bodies of state and local entities to continue to meet virtually and remotely through telephonic and internet means (i.e., via teleconference) during a proclaimed state of emergency without having to meet the quorum, posting, physical location access, and other requirements of traditional teleconference meetings under the Brown Act. Under AB 361, a legislative body may hold entirely virtual meetings (or partially virtual meetings) until the end of the current state of emergency and during any future emergency declarations through January 1, 2024. However, to do so, the legislative body must make factual findings to continue teleconferencing every 30 days.

FISCAL IMPACT: There is no direct fiscal impact on the General Fund related to the City Council’s adoption of Resolution No. 22-3338.

RECOMMENDATION: Staff recommends the City Council adopt Resolution No. 22-3338 making factual findings in compliance with AB 361 for the continuation of teleconferencing during public health emergencies for the period of March 7, 2022, through April 6, 2022.

RESOLUTION NO. 22-3338

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MONTCLAIR STATING COMPLIANCE WITH THE PROVISIONS OF ASSEMBLY BILL 316 INCLUDING COMPLIANCE WITH ABBREVIATED TELECONFERENCE REQUIREMENTS FOR OPEN MEETINGS, AND MAKING FACTUAL FINDINGS REGARDING THE COVID-19 PUBLIC HEALTH EMERGENCY FOR THE PERIOD OF MARCH 7, 2022, THROUGH APRIL 6, 2022

WHEREAS, recognizing the continuing public health threat posed by the novel coronavirus, California Governor Gavin Newsom on September 16, 2021 signed Assembly Bill 361 (AB 361), an urgency law establishing procedures for the continuation of teleconferencing during public health emergencies, including the COVID-19 public health emergency; and

WHEREAS, the Montclair City Council, its standing committees, and the Montclair Planning and Community Activities Commissions may continue to meet virtually and remotely through telephonic and internet means (i.e., via teleconference) during a proclaimed state of emergency without having to meet the quorum, posting, physical location access and other requirements of traditional teleconference meetings under the Ralph M. Brown Act—Government Code (GC) sections (§§)54950-54963 (the "Brown Act") open meeting laws until the end of the current state of emergency and during any future state of emergency, up until January 1, 2024; and

WHEREAS, to continue meeting virtually, the Montclair City Council is required to make factual findings.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Montclair hereby elects to use AB 361's abbreviated teleconferencing procedures where a state of emergency has been formally proclaimed, but only if at least one of the following three conditions apply, and this election shall hereby include its standing committees and the Montclair Planning and Community Activities Commissions:

1. State or local officials have imposed or recommended measures to promote social distancing at the time the legislative body holds the meeting to adopt AB 361 [GC §54953(e)(1)(A)]; or
2. The legislative body holds a meeting for the first time for the purpose of determining by majority vote whether, as a result of proclaimed state of emergency, meeting in person would present imminent risks to the health and safety of attendees [GC §54953(e)(1)(B)], or
3. The legislative body has determined (per the previous bullet) that, as a result of the proclaimed state of emergency, meeting in person would continue to present imminent risks to the health or safety of attendees [GC §54953(e)(1)(C)].

As to condition No. 1, immediately above:

- On March 16, 2020, the City Council adopted Resolution No. 20-3263 declaring that a local public health emergency exists in the City of Montclair. The public health emergency continues until Resolution No. 20-3263 is rescinded.
- On September 21, 2020, the City Manager introduced, and the City Council adopted, the *City Facilities Public Reopening, Health and Safety Plan*. **The Plan** introduced a strong, clear and detailed guidance to ensure public health and safety in City facilities. Protocols in **the Plan** are based on a variety of sources including, but not limited to, the federal government's *Opening America* plan, CDC Guidelines, State of California Guidance, EEOC Guidance for the workplace, and the Aspen Institute Return to Play COVID-19 Risk Assessment Tool. A copy of **the Plan** had been provided to each member of the City Council.

BE IT FURTHER RESOLVED that pursuant to AB 361, local legislative bodies electing to use the urgency bill's abbreviated teleconferencing procedures must make the following factual findings within 30 days after teleconferencing for the first time after the expiration of Executive Order No. N-29-20 on September 30, 2021, and every 30 days thereafter until January 1, 2024, or when Montclair City Council Resolution No. 20-3263 declaring a public health emergency is rescinded, whichever comes first:

1. The legislative body has reconsidered the circumstances of the state of emergency; and
2. Either of the following circumstances exist:
 - The state of emergency continues to directly impact the ability of the members to meet safely in person.
 - State or local officials continue to impose or recommend measures to promote social distancing.

As to condition No. 1, immediately above, this Resolution makes factual findings as follows:

- The City Council of the City of Montclair, in reconsideration of the circumstances of the public health emergency related to COVID-19, as expressed in Montclair City Council Resolution No. 20-3263, adopted March 16, 2020, declaring that a local public health emergency exists in the City of Montclair, remains in effect.

As to condition No. 2, immediately above, this Resolution makes factual findings as to the following:

- On September 21, 2020, the City Council adopted the ***City Facilities Public Reopening, Health and Safety Plan***, introducing a strong, clear and detailed guidance to ensure public health and safety in City facilities. Protocols in ***the Plan*** are based on a variety of sources including, but not limited to, the federal governments *Opening America* plan, CDC Guidelines, State of California Guidance, EEOC Guidance for the workplace, and the Aspen Institute Return to Play COVID-19 Risk Assessment Tool. Adoption of ***the Plan*** also incorporated guidance from the California Department of Public Health (CDPH) and the Centers for Disease Control and Prevention (CDC), including public health guidelines that promote personal responsibility for social distancing and compliance with face covering mandates, education on the need to avoid large gatherings, and promotion of protocols related to personal hygiene.

By adoption of this Resolution, the City Council of the City of Montclair reaffirms that it continues to impose measures in City facilities and at City-sponsored events to promote social distancing in compliance with the ***City Facilities Public Reopening, Health and Safety Plan***.

BE IT FURTHER RESOLVED that the City Council of the City of Montclair, its standing committees, and the Montclair Planning and Community Activities Commissions shall further comply with each of AB 361's abbreviated teleconference requirement for open meetings, including the following:

1. Notice and agenda:

- The City of Montclair shall provide notice and post agendas as otherwise required under the Brown Act (setting aside traditional teleconferencing requirements), and shall indicate on the notice the means by which the public may access the meeting and offer comment.
- The agenda shall identify and include an opportunity for all persons to attend via a call-in option or internet-based service. Further, (1) the agenda is not required to be posted at all teleconferencing locations, (2) public access does not need to be assured at all teleconference locations, (3) the notices and agenda do not need to list the teleconferencing locations of the members of the City Council, and (4) a quorum of the members of the City Council do not need to participate within physical boundaries of the City of Montclair.

2. Public comment rules: AB 361 instituted new rules for public comments for timed and untimed public comment periods during legislative body meetings.

- **Timed general public comment period:** The Montclair City Council, its committees, and the Montclair Planning and Community Activities Commissions provide members of the public a timed, general public comment period, and opportunity to register for public comment does not close until the set general public comment period has elapsed.

- **Untimed public comment period per agenda item:** The Montclair City Council, its committees, and the Montclair Planning and Community Activities Commissions provide for a timed, general public comment period.
 - **Timed public comment period per agenda item:** The Montclair City Council, its committees, and the Montclair Planning and Community Activities Commissions provide for a timed public comment period per agenda item.
3. **Prohibition against requirement for public comments to be submitted in advance.** The Montclair City Council, its committees, and the Montclair Planning and Community Activities Commissions comply with AB 361's prohibition against a local legislative body from requiring public comments to be submitted in advance of the meeting.
 4. **Registration for public comment:** The Montclair City Council, its committees, and the Montclair Planning and Community Activities Commissions comply with AB 361 by not imposing a requirement that a member of the public register for public comment before being allowed to provide public comment where a third-party platform (such as Zoom or Microsoft Teams) is employed.
 5. **Disrupted broadcasting procedures:** In the event there is a broadcasting disruption of a meeting of the Montclair City Council, its committees, or the Montclair Planning and Community Activities Commissions to the public by phone or by internet, the Montclair City Council, its committees, and the Montclair Planning and Community Activities Commissions will take no further action on agenda items until public access is restored.
 6. **Standing Committee:** Each standing committee of the Montclair City Council shall fall under the scope of AB 361.
 7. **Montclair Planning and Community Activities Commissions:** The Montclair Planning Commission and the Montclair Community Activities Commission shall fall under the scope of AB 361.

BE IT FURTHER RESOLVED that this action is exempt from review pursuant to the California Environmental Quality Act (CEQA) in accordance with State CEQA Guidelines Section 15061(b)(3), the "common sense" exemption that CEQA only applies to projects that have the potential for causing a significant effect on the environment.

BE IT FURTHER RESOLVED that this Resolution shall take effect immediately upon its adoption and shall be effective until the earlier of April 6, 2022, or such time as the City Council adopts a subsequent resolution in accordance with GC §54953(e)(3) to extend the time during which meetings may continue to be held remotely by teleconference in compliance with that section.

APPROVED AND ADOPTED this XX day of XX, 2022.

ATTEST:

Mayor

City Clerk

I, Andrea M. Myrick, City Clerk of the City of Montclair, DO HEREBY CERTIFY that Resolution No. 22-3338 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, 2022, and that it was adopted by the following vote, to-wit:

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

Andrea M. Myrick
City Clerk

**MINUTES OF THE REGULAR MEETING OF THE PUBLIC WORKS
COMMITTEE HELD ON THURSDAY, AUGUST 19, 2021, AT 4:04 P.M.
VIA ZOOM TELECONFERENCE**

I. CALL TO ORDER

Chair Johnson called the meeting to order at 4:04 p.m.

II. ROLL CALL

Present: Council Member Johnson (Chair); Council Member Lopez (Committee Member); City Manager Starr; Executive Director of Public Safety/Police Chief Avels; Interim Public Works Director/City Engineer Hudson; Economic Development Consultant Caldwell; Assistant Public Works Superintendent Diaz

Absent: Director of Community Development Diaz; Director of Economic Development/Housing Fuentes

III. APPROVAL OF MINUTES

The Committee approved the minutes of the April 15, 2021 regular meeting.

IV. PUBLIC COMMENT — None

V. PUBLIC WORKS DEPARTMENT UPDATES/ITEMS

A. OPERATIONS

1. MAINTENANCE ACTIVITIES

An Operations Activities Report for the past month was included with the agenda. There were no questions or issues with the report.

- 2. ADDITIONAL ITEMS —** Chair Johnson questioned the re-opening of the splash pad at Alma Hofman Park. Staff reported that since the two-year closure of the Splash Pad, parts were recently ordered and will arrive in September. Staff stated that with the long repair duration of the splash pad, the re-opening will be after Memorial Day in 2022.

B. FACILITIES

1. MAINTENANCE ACTIVITIES

A Facilities Activities Report for the past month was included with the agenda. There were no questions or issues with the report.

- 2. ADDITIONAL ITEMS — None**

C. ENGINEERING DIVISION ITEMS

1. Review of Truck Parking Program on Palo Verde Street and Brooks Street

Assistant Public Works Superintendent Diaz stated the signs have been ordered and signage will be installed by Staff in the next few weeks.

2. 9015 Helena Avenue — Deed over parkway area

Interim Public Works Director/City Engineer Hudson stated staff needs more time to review this item.

3. 9614 Benson Avenue — Deed over parkway area

Interim Public Works Director/City Engineer Hudson stated staff needs more time to review this item.

4. Application for Montclair SRTS Implementation Project

Interim Public Works Director/City Engineer Hudson stated the Montclair Safe Routes to School Plan is a comprehensive framework for the City to improve the health, safety, and equity of students, parents, and community members surrounding each elementary, middle, and high school in Montclair. City Staff is developing strategies that would promote more walking and biking. Two surveys were administered for the planning efforts and an analysis of the environment and existing infrastructure at certain locations that could benefit from engineering improvements. The City has submitted an application to consider a grant for sidewalk improvements.

5. Application for HSIP Grant for Roundabout at Ramona Avenue and Howard Street

Interim Public Works Director/City Engineer Hudson stated the City is waiting for the E-76 form to construct a roundabout configuration at the intersection of Ramona Avenue and Howard Street. A more detailed schedule will be brought to the Committee at a future meeting.

VI. POLICE DEPARTMENT UPDATE/ITEMS — No update

VII. COMMUNITY DEVELOPMENT DEPARTMENT PROJECT UPDATES/ITEMS

Economic Development Consultant Caldwell discussed the design elements for the Panera Bread Restaurant taking over the old Islands building. The former Sears Building is at the early stages of converting to mixed-used development. A future Tesla multi-level charging station is in development, which will encase a café and charge up to 15 electric vehicles.

VIII. CAPITAL PROJECT UPDATES

A. LOCAL PROJECTS

1. Central Avenue Utility Underground Project

Optimum is currently in the process of purchasing the vacant underground conduit from Spectrum. As soon as payment is received, Optimum will relocate their overhead lines and remove the poles. This process is estimated to be complete by November.

2. Fremont Avenue and Arrow Highway Streetscape Project

The design plans are now complete. The project will improve and make the streets more pedestrian-friendly and improve the aesthetic appeal of the area. The project is on hold until the impacts of development projects are

assessed. The City may be able to tie this project and development utilities work together.

3. Reeder Ranch Park Project

Staff is currently working with the architect to finalize the construction drawings. The City Council will be presented with a PowerPoint showing the current design at its first meeting in October.

B. REGIONAL PROJECTS

1. I-10 Corridor Project

Economic Development Consultant Caldwell advised the project continues to move forward. City staff attended a meeting last week with San Bernardino County Transportation Authority (SBCTA) to discuss the recent changes on the project. Specifically at Monte Vista Avenue, the on-ramp off Palo Verde Street for eastbound traffic will be closed for most of the duration of the project.

2. Chino Basin Program (Inland Empire Utilities Agency)

The Chino Basin Program will provide locally stored and treated groundwater to a state water contractor to facilitate the Oroville exchange. The program's funding will be used to construct new local extraction and treatment facilities.

3. Central Avenue Bridge

The City is moving forward with the environmental and engineering design phases of the project and is pursuing additional funding for construction of the project. The estimated project cost is \$30.2 million. The replacement Central Avenue Bridge will support current and future capacity needs along with addressing safety concerns and improving travel time.

4. Foothill Gold Line Extension

City Manager Starr advised staff of the efforts continuing to assemble federal funding related to extending this project to the Montclair Transcenter. Currently, the 9.1 miles of track from Glendora to Pomona is now more than one-third complete overall. The grade crossing work is 39 percent complete as of early August. Reconstruction of 10 of the project's 23 at-grade crossings is substantially complete with five more under construction. At each location, crews are actively relocating and protecting underground water, sewer, gas, communications, and power lines. After the completed installation, new rail track and safety equipment will rebuild the roadway, curb, gutters, sidewalks, and medians.

IX. COMMITTEE AND CITY MANAGER ITEMS — None

X. ADJOURNMENT

At 4:48 p.m., Chair Johnson adjourned the meeting of the Public Works Committee. The next meeting of the Public Works Committee is scheduled to be held at 4:00 p.m. on Thursday, September 16, 2021.

Submitted for Public Works Committee approval,



Cenica Smith
Transcribing Secretary

**MINUTES OF THE REGULAR MEETING OF THE PUBLIC WORKS
COMMITTEE HELD ON THURSDAY, JANUARY 20, 2022, AT 4:02 P.M.
HELD VIA ZOOM TELECONFERENCE**

I. CALL TO ORDER

Chair Johnson called the meeting to order at 4:02 p.m.

II. ROLL CALL

Present: Council Member Johnson (Chair); Council Member Lopez (Committee Member); City Manager Starr; Director of Economic Development and Housing Fuentes; Executive Director of Public Safety/Police Chief Avels; Director of Public Works/City Engineer Heredia; Director of Community Development Diaz, City Engineering Consultant Hoerning

Absent: None

III. APPROVAL OF MINUTES

The Committee approved the minutes from the September 16, 2021 meeting, with Committee Member Lopez abstaining due to his absence from that meeting.

IV. PUBLIC COMMENT - None

V. PUBLIC WORKS DEPARTMENT UPDATES / ITEMS

A. Operations

1. Maintenance Activities

An Operations Activities Report for September through December 2021 was included with the agenda. A new format of the report was provided. The Committee was pleased with the new tabular format of the report.

Committee Member Lopez requested service requests be included.

2. Additional Items — None

B. Facilities

1. Maintenance Activities

A Facilities Activities Report for September through December 2021 was included with the agenda. There were no questions or issues with the report.

2. Additional Items — None

C. Engineering Division

1. Safe Routes to School Program (SRTS) Program – Vernon Middle School

Director of Public Works/City Engineer Heredia discussed the Safe Routes to School Program. She noted the City plans to install flashing stop signs at the intersections of San Bernardino Street/Vernon Avenue and Vernon Avenue/Benito Street and widen the curb ramp on the north side of San Bernardino Street.

City Manager Starr reported the City is currently working with Ontario Montclair School District (OMSD), which has appointed two staff members to oversee the SRTS Program.

2. San Antonio Creek Trail Feasibility Study

Director of Public Works/City Engineer Heredia stated the potential project was promoted at a community event and shared feedback from the public. She advised the City will hold more meetings to promote the project and obtain stakeholder input.

Director of Public Works/City Engineer Heredia advised the City has already met with the developer of the Vulcan site near the Pacific Electric Trail and noted meetings with Los Angeles Metropolitan Transportation Authority (LA Metro) and San Bernardino County Transportation Authority (SBCTA) will occur soon.

City Manager Starr reported liability-related concerns posed by Chino Basin Water Conservation District (CBWCD), noting follow-up discussions would be held at future meetings.

3. Parks and Recreation Master Plan Request for Proposal (RFP)

Director of Public Works/City Engineer Heredia stated that the RFP was posted from December 21, 2021, to January 18, 2022, and staff is currently evaluating the two proposals received for the Master Plan. Once selected, staff expects to take the item to City Council at the second meeting in February for approval.

VI. POLICE DEPARTMENT UPDATES / ITEMS – None

VII. COMMUNITY DEVELOPMENT DEPARTMENT PROJECT UPDATES / ITEMS

Director of Community Development Diaz advised staff is diligently working on plan checks for the Village at Montclair project on Arrow Highway at the intersection of Fremont Avenue.

Committee Member Lopez asked if the maps would be available in February.

Director of Community Development Diaz conveyed that it is indeterminable at this time.

VIII. CAPITAL PROJECT UPDATES

A. Local Projects

1. Central Avenue Utility Underground Project

Director of Public Works/City Engineer Heredia stated the undergrounding equipment for the project was installed; however, due to the City's road construction moratorium during the holidays, the owner could not complete construction. Completion is expected in the next few weeks.

2. Fremont Avenue and Arrow Highway Streetscape Project

Director of Public Works/City Engineer Heredia stated City Engineering Consultant Hoerning is reviewing the plans for the road segment between Monte Vista and Fremont Avenues and is working with the City's design consultant to coordinate with the developers of the Village Partners Project on Arrow Highway.

3. Reeder Ranch Park Project

Director of Public Works/City Engineer Heredia stated staff is reviewing the plans, and she expects the plans and specifications to be completed in the next two months.

4. Pacific Electric Trail Pedestrian Bridge Replacement

Director of Public Works/City Engineer Heredia reported the contract was awarded, and the preconstruction meeting with the contractor will be scheduled in March. She stated she expects the old damaged bridge to be removed prior to the meeting.

5. Zone 5 & 6 Street Rehabilitation Project

Director of Public Works/City Engineer Heredia stated a bid opening was held for this project. Eight proposals were received, which staff will evaluate before bringing a recommendation to the City Council.

B. Regional Projects

1. I-10 Corridor Project

Director of Public Works/City Engineer Heredia stated work continues at the on- and off-ramps of Monte Vista and Central Avenues. She advised there is a planned 55-hour closure at the eastbound (EB) Central Avenue off-ramp.

City Manager Starr, Chair Johnson, and Committee Member Lopez expressed concerns about these log closures.

Director of Public Works/City Engineer Heredia stated the closure has not been approved yet and agreed that at least one on- and off-ramp should be open at all times.

Committee Member Lopez inquired when more noticeable advancements would be made on the project.

Public Works Director/City Engineer Heredia noted utility work is currently taking place, and the project will not be completed anytime soon.

City Manager Starr added that construction work will continue until 2024 due to the widening of the roads and bridge and the utility relocation. He stressed this is why Monte Vista Avenue needs to be open and available for use before closing Central Avenue.

2. Central Avenue Bridge Project

Director of Public Works/City Engineer Heredia stated that this project is in the environmental phase, and Caltrans has approved the air quality report. She reported the state's historic preservation office has requested additional information to obtain approval for the historical reports. In the meantime, City staff is waiting to hear from Caltrans to determine if this project will be a replacement or rehabilitation.

While the project is not fully funded, City Manager Starr stated he is confident the City will obtain the necessary resources to complete the project. He advised that Senator Padilla is seeking funding from the \$10 million placed in the state's construction plan, and Congresswoman Torres intends to request funding from the \$15 billion available in federal funds. He added \$15 million has already been secured for the project through federal grants.

3. Foothill Gold Line Extension Project

City Manager Starr stated the City is still waiting on whether or not the state will fund the \$675 million shortfall to complete the Gold Line, now called the "L-Line," from Pomona to Montclair. He noted Claremont Council Member Ruiz is now a member of the Foothill Gold Line Construction Authority Board. He hopes Council Member Ruiz will emphasize the importance of the line's extension to Montclair. Once it is funded to Claremont, and if funds are available, SBCTA will provide the necessary funding to complete the project from Claremont to Montclair.

He reported that the state is expected to have a revenue surplus for the second year in a row, and Governor Newsom has indicated he intends to put additional funding toward infrastructure projects this year. Infrastructure is one of the major categories to which surplus funding can be attributed.

IX. COMMITTEE AND CITY MANAGER ITEMS — None

X. ADJOURNMENT

At 4:25 p.m., Chair Johnson adjourned the meeting of the Public Works Committee. The next meeting of the Public Works Committee is scheduled to be held at 4:00 p.m. on Thursday, February 17, 2022.

Submitted for Public Works Committee approval,



Nadia Paz
Transcribing Secretary

MINUTES OF THE MEETING OF THE MONTCLAIR
PERSONNEL COMMITTEE HELD ON TUESDAY,
FEBRUARY 22, 2022, AT 6:20 P.M. IN THE CITY
ADMINISTRATIVE OFFICES, 5111 BENITO STREET,
MONTCLAIR, CALIFORNIA

I. CALL TO ORDER

Mayor Pro Tem Ruh called the meeting to order at 6:20 p.m.

II. ROLL CALL

Present: Mayor Pro Tem Ruh, Council Member Johnson, and City
Manager Starr

III. APPROVAL OF MINUTES

**A. Minutes of the Regular Personnel Committee Meeting of
December 20, 2021.**

Moved by Council Member Johnson, seconded by Mayor Pro Tem
Ruh, and carried unanimously to approve the minutes of the
Personnel Committee meeting of December 20, 2021.

IV. PUBLIC COMMENT - None

V. CLOSED SESSION

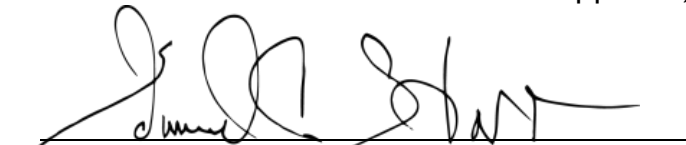
At 6:21 p.m., the Personnel Committee went into Closed Session
regarding personnel matters related to appointments, resignations/
terminations, and evaluations of employee performance.

At 6:45 p.m., the Personnel Committee returned from Closed Session.
Mayor Pro Tem Ruh stated that no announcements would be made at this
time.

VI. ADJOURNMENT

At 6:45 p.m., Mayor Pro Tem Ruh adjourned the Personnel Committee.

Submitted for Personnel Committee approval,



Edward C. Starr
City Manager

MINUTES OF THE ADJOURNED MEETING OF THE MONTCLAIR
CITY COUNCIL HELD ON WEDNESDAY, FEBRUARY 16, 2022, AT
6:00 P.M. IN THE CITY COUNCIL CHAMBERS, 5111 BENITO
STREET, MONTCLAIR, CALIFORNIA

I. CALL TO ORDER

Mayor Dutrey called the meeting to order at 6:00 p.m.

II. ROLL CALL

Present: Mayor Dutrey; Mayor Pro Tem Ruh; Council Members Johnson, Martinez (via Zoom), and Lopez

City Manager Starr; Finance Manager Kulbeck; Director of Community Development Diaz; Director of Human Services Richter; Executive Director of Public Safety/Police Chief Avels; City Clerk Myrick

III. COUNCIL WORKSHOP

A. Fiscal Year 2021-22 Midyear Budget Review

1. Consider Review of the City's Fiscal Operations and Approval of Proposed Changes to the Fiscal Year 2021-22 Budget

Finance Manager Kulbeck reported the status of the City's financial operations at midyear and discussed specific changes to the City's Estimated Revenue and Appropriations Budgets in conjunction with the showing of a PowerPoint presentation.

She reviewed the City Manager's recommended changes to the City's General Operating Fund expenditures as follows:

- City Manager — Increasing *Information Technology Services Maintenance - Office Equipment* by \$8,000. The proposed adjustments would result in a net increase of \$8,000 for the City Manager budget.
- Administrative Services Department — Increasing *Personnel - Medical Examinations* by \$8,000 and *Testing* by \$5,000; and *Central Services Maintenance - Office Equipment* by \$28,000. The proposed adjustments would result in a net increase of \$41,000 for the Administrative Services Department.
- Police Department — Increasing *Support Services - Overtime* by \$2,000; *Technical Services - Small Equipment* by \$1,500; *Records - Overtime* by \$4,000 and *Office Supplies* by \$1,000; *Investigations - Overtime* by \$20,000 and *Special Investigations* by \$3,000; and *Uniform Patrol - Overtime* by \$20,000, *Personnel Protective Equipment* by \$6,000, *Gasoline* by \$33,000, *Diesel* by \$6,500, *Maintenance Other Equipment* by \$1,600, *Special Contract Services* by \$10,000, *Medical Services* by \$10,000, and *Vocational Training* by \$16,000. After several intra-department transfers of funds to ensure adequate funding, the proposed adjustments would result in a net increase of \$409,600 for the Police Department.
- Fire Department — Increasing *Emergency Services - Overtime* by \$400,000, *Uniforms* by \$3,000, and *Personnel Protective Equipment* by \$87,000. After several intra-department transfers of funds to ensure adequate funding, the proposed adjustments would result in a net increase of \$470,000 for the Fire Department.

- Public Works Department — Increasing *Streets - Overtime* by \$16,000; *Parks - Overtime* by \$18,000; *Trees - Special Contract Services* by \$37,800; *Vehicle Maintenance - Materials* by \$5,000, *Compressed Natural Gas* by \$4,000, *Diesel* by \$10,000, and *Transportation Work Equipment* by \$13,000; *Sewer Maintenance - Special Contract Services* by \$10,560; and *Building Maintenance - Overtime* by \$2,348. After several intra-department transfers of funds to ensure adequate funding, the proposed adjustments would result in a net increase of \$115,708.
- Community Development Department — Increasing *Code Enforcement - Overtime* by \$3,600, *Uniforms* by \$1,500, and *Street Outreach* by \$3,600. The proposed adjustments would result in a net increase of \$8,700.
- Citywide — Increasing *Citywide - Workers' Compensation* by \$3,600.

Finance Manager Kulbeck presented the City Manager's recommendations to increase the Estimated Revenue Budget by \$6,523,435 and spending authority to the Appropriations Budget by \$1,178,008 in the General Operating Fund. She indicated that approval of both the revised Appropriations and Estimated Revenue Budgets would have a positive budgetary impact to the General Fund of \$5,345,427.

Mayor Dutrey asked if the \$3,600 increase requested for *Code Enforcement - Street Outreach* would be used for rental assistance and if next year's budget would include an enhancement to homeless services.

City Manager Starr confirmed that budget is used for outreach and housing for the homeless, and that next year's budget is anticipated to include enhancements to Code Enforcement personnel and homeless assistance programs.

Council Member Lopez asked if the Police Department has been able to purchase cell phones for all Police Officers.

Executive Director of Public Safety/Police Chief Avels indicated security issues are still being worked out, but the plan is near completion and soon all officers will have City-issued cell phones.

Mayor Dutrey asked if the motorcycle traffic unit would be put back into service.

City Manager Starr advised restarting the program was in progress; however, the officer who was in training experienced a severe injury, delaying the program's start. The program is anticipated to be up and running later this year.

Council Member Lopez asked why the Fire Department's request of \$15,000 for uniforms is being denied by the City Manager in favor of a \$3,000 allocation.

City Manager Starr indicated he and Finance Manager Kulbeck reviewed trends in relation to all department requests. For this request, it was determined that certain vacancies will not likely be filled before the end of the Fiscal Year, so the City Manager's recommendation of \$3,000 should be adequate for current personnel the remainder of the current Fiscal Year.

Mayor Dutrey confirmed with City Manager Starr that staff's initial estimate of \$7.5 million in revenues for Measure L is being revised to \$10.2 million for the current Fiscal Year due to a better-than-expected Economic recovery based on sales tax receipts to date.

A short discussion was held regarding potential changes to the county pool for sharing sales tax generated by online sales, noting challenges in the legislature and courts could negatively impact the City's sales tax income if it is determined that distribution centers are points-of-sale, disproportionately benefitting cities that host **Amazon** distribution centers. City Manager Starr concluded the situation is relatively stable for now but there could be negative impacts in future years.

Mayor Dutrey asked if the City would be able to use the Equipment Replacement Fund to purchase a new fire engine if the City's grant application is not successful.

City Manager Starr advised the account has the necessary funds available if it comes to that.

Mayor Dutrey asked if the City could start the process of purchasing the truck before hearing about the grant.

City Manager Starr indicated it could negatively impact the city's grant application if the purchase process is started before the determination is made.

Executive Director of Public Safety/Police Chief Avels advised the grant period was extended to February and just closed, and the grants are awarded throughout the year. He noted the latest the City could expect to hear is September, and the Fire Department is currently researching vendors for a purchase in case the City is awarded the grant.

Moved by Mayor Pro Tem Ruh and seconded by Council Member Johnson that the City Council receive and file the City's Midyear Budget Review documents and approve both proposed changes to the estimated revenues and appropriations of the City of Montclair Fiscal Year 2021-22 Budget.

By roll call vote, the motion carried 5-0 as follows:

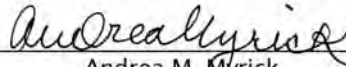
AYES: Lopez, Martinez, Johnson, Ruh, Dutrey
NOES: None
ABSTAIN: None
ABSENT: None

IV. PUBLIC COMMENT - None

V. ADJOURNMENT

At 7:24 p.m., Mayor Dutrey adjourned the City Council.

Submitted for City Council approval,



Andrea M. Myrick
City Clerk

MINUTES OF THE SPECIAL MEETING OF THE MONTCLAIR CITY COUNCIL HELD ON TUESDAY, MARCH 1, 2022, AT 6:00 P.M. IN THE CITY COUNCIL CHAMBERS, 5111 BENITO STREET, MONTCLAIR, CALIFORNIA

I. CALL TO ORDER

Mayor Dutrey called the meeting to order at 6:00 p.m. He requested a moment of silence for the people of Ukraine, and led those assembled in the Pledge of Allegiance.

II. ROLL CALL

Present: Mayor Dutrey; Mayor Pro Tem Ruh; Council Members Johnson, Martinez, and Lopez; City Manager Starr; City Attorney Robbins; City Clerk Myrick

III. PUBLIC COMMENT — None

IV. CLOSED SESSION PURSUANT TO GOVERNMENT CODE §54956.9(d)(1) REGARDING PENDING LITIGATION

City Attorney Robbins requested the City Council meet in closed session to discuss the below referenced cases. She further advised that Council Member Lopez would be recused from attending the closed session on these two matters.

A. *Garcia v. Lopez, City of Montclair, et al.*

B. *Fuentes v. Lopez, City of Montclair, et al.*

At 6:05 p.m., Council Member Lopez left the meeting.

V. CLOSED SESSION

At 6:05 p.m., the City Council went into closed session to discuss pending litigation.

VI. CLOSED SESSION ANNOUNCEMENTS

At 9:51 p.m., the City Council returned from closed session.

City Attorney Robbins advised the City Council received information and provided direction to staff in relation to the two matters of pending litigation. In addition, the City Council took unanimous action by a 4 to 0 vote to approve the hiring of defense counsel to defend the City on the above two matters against claims against adverse parties Garcia, Fuentes, and Lopez for:

- Discrimination based on sexual orientation;
- Discrimination based on gender;
- Unlawful sexual harassment in violation of FEHA;
- Failure to prevent discrimination and retaliation; and
- Retaliation.

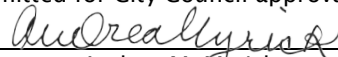
Mayor Dutrey proposed the City Council hold further closed session discussion regarding the matters on Monday, March 7, 2022, at 5:30 p.m.

Moved by Mayor Pro Tem/Vice Chair Ruh, seconded by Council Member Johnson, and carried unanimously 4-0, the City Council continued these items for further discussion to a closed session at an adjourned meeting on Monday, March 7, 2022 at 5:30 p.m. in the City Council Chambers.

V. ADJOURNMENT

At 9:54 p.m., Mayor Dutrey adjourned the City Council to Monday, March 7, 2022, at 5:30 p.m. in the City Council Chambers.

Submitted for City Council approval,



Andrea M. Myrick
City Clerk

MINUTES OF THE REGULAR JOINT MEETING OF THE MONTCLAIR CITY COUNCIL, SUCCESSOR AGENCY AND MONTCLAIR HOUSING CORPORATION BOARDS, MONTCLAIR HOUSING AUTHORITY COMMISSION, AND MONTCLAIR COMMUNITY FOUNDATION BOARD HELD ON TUESDAY, FEBRUARY 22, 2022 AT 7:06 P.M. CONDUCTED REMOTELY PURSUANT TO STATE EXECUTIVE ORDER AND AB 361 SUSPENDING CERTAIN ASPECTS OF THE BROWN ACT DURING THE COVID-19 PUBLIC HEALTH STATE OF EMERGENCY

I. CALL TO ORDER

Mayor/Chair Dutrey called the meeting to order at 7:06 p.m.

II. INVOCATION

Mayor/Chair Dutrey asked those in attendance to stand for a moment of silence in support of the people of Ukraine.

III. PLEDGE OF ALLEGIANCE

Council Member/Director Martinez led meeting participants in the Pledge.

IV. ROLL CALL

Present: Mayor/Chair Dutrey; Mayor Pro Tem/Vice Chair Ruh; Council Members/Directors Johnson, Martinez, and Lopez

City Manager/Executive Director Starr; Director of Community Development Diaz; Director of Human Services Richter; Finance Manager Kulbeck; City Attorney Robbins; City Clerk Myrick

V. PRESENTATIONS

A. Chino Basin Water Conservation District — Inland Valley Garden Planner

Ms. Elizabeth Skrzat, General Manager, Chino Basin Water Conservation District (CBWCD), discussed the District's new Inland Valley Garden Planner website, *InlandValleyGardenPlanner.org*, which online visitors can use to plan and design landscapes for their homes with drought-tolerant plants native to the area based on various desired qualities such as lawn size, plant and bloom colors, wildlife habitats, and watering requirements. She invited the City to have up to two representatives at a website launch event to be held on Thursday, March 17, from 10:30 a.m. to 1:30 p.m. at the CBWCD Office, including an optional guided tour.

VI. PUBLIC COMMENT

A. Mrs. Carolyn Raft, Board Trustee, West Valley Mosquito and Vector Control District (WVMVCD), stated the District has released its 2021 Annual Report with 1,227 mosquitos collected and 170 traps set. She noted Montclair's occurrence of positive samples for diseased mosquitoes has been low compared to other surrounding communities. She advised WVMVCD has also applied for a \$160,000 grant to fund an effort to introduce sterilized Aedes mosquitoes into the population whose offspring cannot have disease.

B. Ms. Karen Stuart, Rancho Cucamonga resident, submitted a written comment that emphasized the historical significance of the Mission Tiki Drive-In to Montclair and the region. She requests the City obtain the decorations, statues, and other items from the property owner to preserve as historical artifacts and prevent from being destroyed or sold to private collectors.

C. Ms. Jessica Gaytan submitted a written comment opposing the building of warehouses to replace the Mission Tiki Drive-In, citing environmental and health concerns related to a reduction in air quality. She requested the project be rejected.

- D. **Ms. Darryl Molina Sarmiento, and Octavia Sarmiento** (age 9), residents, submitted written comments opposing the closure of the **Mission Tiki Drive-In**, stating it has been a very important form of entertainment for families throughout the pandemic.

VII. PUBLIC HEARINGS

A. Consider Projects and Prioritization of Funding for the Fiscal Year 2022–2023 Community Development Block Grant Program

Mayor Dutrey declared it the time and place set for public hearing to consider projects and prioritization of funding for the Fiscal Year 2022–2023 Community Development Block Grant (CDBG) Program, and invited comments from the audience.

There being no one in the audience wishing to speak, Mayor Dutrey closed the public hearing and returned the matter to the City Council for its consideration.

Council Member Lopez asked if this funding would cover paving projects for the next fiscal year and if work could start sooner.

City Manager Starr advised the City can use the funds for construction of the projects after July 1, 2022, but staff can start the process of bidding for design services before then.

Moved by Mayor Pro Tem Ruh, seconded by Council Member Lopez, and carried unanimously 5–0, the City Council approve the projects and prioritization of funding for the Fiscal Year 2022–2023 CDBG Program, as follows:

Code Enforcement Program	30,000
Improvements to Various Streets/Alleys Construction Project (including Amherst Avenue and San Bernardino Street alleys)	349,440
Graffiti Abatement	28,724
Senior Transportation Services (Golden Express Transportation)	15,000
TOTAL	<u>\$423,164</u>

VIII. CONSENT CALENDAR

Moved by Mayor Pro Tem/Vice Chair Ruh, seconded by Council Member/Director Johnson, and carried 5–0, the City Council approved the Consent Calendar as presented:

A. Approval of Minutes

1. Regular Joint Meeting — February 7, 2022

The City Council, Successor Agency Board of Directors, Montclair Housing Corporation Board of Directors, Montclair Housing Authority Commissioners, and Montclair Community Foundation Board of Directors approved the minutes of the February 7, 2022 regular joint meeting.

B. Administrative Reports

1. Receiving and Filing of City Treasurer's Report

The City Council received and filed the City Treasurer's Report for the month ending January 31, 2022.

2. Approval of City Warrant Register and Payroll Documentation

The City Council approved the City Warrant Register dated February 22, 2022, totaling \$1,476,638.17; and the Payroll Documentation dated January 30, 2022, amounting to \$628,596.13 gross, with \$450,199.99 net being the total cash disbursement.

3. Receiving and Filing of Successor Agency Treasurer's Report

The City Council acting as successor to the Redevelopment Agency Board received and filed the Successor to the Redevelopment Agency Treasurer's Report for the month ending January 31, 2022.

4. Approval of Successor Agency Warrant Register

The City Council acting as successor to the Redevelopment Agency Board approved the Successor to the Redevelopment Agency Warrant Register dated 01.01.22-01.31.22 in the amounts of \$5,706.18 for the Combined Operating Fund and \$0.00 for the Redevelopment Obligation Retirement Funds.

5. Receiving and Filing of MHC Treasurer's Report

The MHC Board received and filed the MHC Treasurer's Report for the month ending January 31, 2022.

6. Approval of MHC Warrant Register

The MHC Board approved the MHC Warrant Register dated 01.01.22-01.31.22 in the amount of \$64,330.13.

7. Receiving and Filing of MHA Treasurer's Report

The MHA Commissioners received and filed the MHA Treasurer's Report for the month ending January 31, 2022.

8. Approval of MHA Warrant Register

The MHA Commissioners approved the MHA Warrant Register dated 01.01.22-01.31.22 in the amount of \$0.00.

9. Receiving and Filing a Status Report on Emergency Contracting Procedures for the Pacific Electric Trail Bridge Replacement Project and Determining There is a Need to Continue the Action

The City Council received and filed a status report on emergency contracting procedures for the Pacific Electric Trail Bridge Replacement Project and determined there is a need to continue the action.

10. Authorizing the Purchase of a 2022 Ford Ranger XL Vehicle from Fritts Ford in the Total Amount of \$30,479.39

Declaring a Chevrolet Caprice Vehicle as Surplus and Available for Parts or for Sale at Auction

The City Council took the following actions:

- (a) Authorized the purchase of a 2022 Ford Ranger XL vehicle from Fritts Ford in the total amount of \$30,479.39.
- (b) Declared a Chevrolet Caprice vehicle as surplus and available for parts or for sale at auction.

C. Agreements

1. Amending the 2019-2024 Capital Improvement Program to Add the Monte Vista Avenue/I-10 Traffic Signal Interconnect Project

Authorizing a \$100,000 Appropriation from 2021 Lease Revenue Bond Funds for Costs Related to the Monte Vista Avenue/I-10 Traffic Signal Interconnect Project

Approval of Agreement No. 22-14 with HP Communications for Construction of the Monte Vista Avenue/I-10 Traffic Signal Interconnect Project

The City Council took the following actions:

- (a) Amended the 2019-2024 Capital Improvement Program to add the Monte Vista Avenue/I-10 Traffic Signal Interconnect Project.

- (b) Authorized a \$100,000 appropriation from 2021 Lease Revenue Bond funds for costs related to the Monte Vista Avenue/I-10 Traffic Signal Interconnect Project.
- (c) Approved *Agreement No. 22-14* with HP Communications for construction of the Monte Vista Avenue/I-10 Traffic Signal Interconnect Project.

IX. PULLED CONSENT CALENDAR ITEMS — None

X. COMMUNICATIONS

A. Department Reports

1. Human Services Department — Upcoming Activities & Events

Director of Human Services Richter provided the following updates:

- **COVID-19 Rapid Antigen Test Distribution for Montclair Residents** — In partnership with San Bernardino County, the Human Services Department will be distributing free COVID-19 rapid antigen tests to Montclair Residents in a drive-thru format on Wednesday, February 23, from 4:00 p.m. to 7:00 p.m. in parking lot B at the Montclair Civic Center. Participants must present a driver's license or utility bill showing their residence address in the City of Montclair, and are limited to two test kits per residence. Kits are for personal use only and may not be resold.
- **Montclair Medical Clinic Closure Announcement** — The **Montclair Medical Clinic** will be retiring its evening services. The Clinic, in partnership with **Health Services Alliance (HSA)**, provided evening health care services to low-income, uninsured residents of western San Bernardino County and eastern Los Angeles County since 1978. It was housed in the Montclair Recreation Center from 1987 to 2017 and then was relocated to the **Montclair Community Health Center (MCHC)** at 5050 San Bernardino Street. Due to the Affordable Care Act and the emergency of new local community health centers, Montclair evening clinic patients have been able to find affordable healthcare elsewhere. **MCHC** will continue to offer affordable sliding scale health services, and will soon be expanding its hours to include weekends.

On behalf of the City, Director of Human Services Richter thanked volunteer Clinic staff, **Dr. Lally** and **Dr. Loveless**, for their dedication to serving Montclair residents.

- Save the Date for the Following Upcoming Events:
 - **Easter Eggstravaganza and Pancake Breakfast** on Saturday, April 16, from 9:00 to 11:00 a.m. at Alma Hofman Park
 - **Memorial Day Program** on Monday, May 30, at 6:00 p.m. in the Memorial Garden adjacent to City Hall
 - **Country Fair Jamboree** on Saturday, June 4, from noon to 6:00 p.m. at Alma Hofman Park

B. City Attorney

City Attorney Robbins requested the City Council meet in closed session concerning the following:

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

Agency: City of Montclair

Employee Management
Organizations: Montclair City Confidential Employees Assn.
Montclair General Employees Association
Montclair Fire Fighters Association
Montclair Police Officers Association

C. City Manager/Executive Director

City Manager Starr provided an update on the funding status of constructing the **Gold Line** (now renamed the "**L**" **Line**) segment from Pomona to Montclair, noting negotiations between the **Construction Authority** and **Kiewit Parsons**, the initial segment's designer-builder, are underway and the segment may need to go out to bid as a separate procurement. He advised the currently estimated price tag is \$740 million, which is a significant increase compared to the \$540 million fixed price it would have cost before the project failed to secure funding by the October 2021 deadline to be included in the initial procurement by **Kiewit Parsons**. He advised the City is sending letters to **U.S. Senators Padilla** and **Feinstein** to request funding support and, if successful, the project could be completed in time for the **2028 Olympic Games in Los Angeles**.

D. Mayor/Chair

1. Mayor/Chair Dutrey made the following comments:
 - (a) He attended an event hosted by the **Montclair High School (MHS) JROTC** to honor **MHS** class of 2005 graduate **Private First Class Alex Oceguela (U.S. Army)**, who was killed in action in Afghanistan during the Iraq war in 2006. During the ceremony, **PFC Oceguela's** family was presented with a City certificate recognizing their son's service and sacrifice.
 - (b) He attended the ribbon cutting event for the new **Just Harmony** nurse education center.
 - (c) During a Code Enforcement ride-along he visited two homeless shelters in the Cities of Pomona and Riverside.
 - (d) He attended the **League of California Cities (LCC)** Inland Empire Division meeting and learned of a petition that is currently circulating in the state that would limit cities' abilities to impose fees, and advised **LCC** is prioritizing defeat of the initiative.
 - (e) He congratulated **MHS** Cavaliers Boys Soccer for their recent win and noted they are currently in the top 150 teams in the nation, top 50 in the state, and are at the top of their Division. He proclaimed everyone is rooting for them to go to the state championships.

E. Council Members/Directors

1. Council Member/Director Johnson made the following comments:
 - (a) She announced the **Pier 88** seafood restaurant just opened today and encouraged residents to try it out.
 - (b) She reported the **Montclair Chamber of Commerce's** next monthly networking breakfast will feature a presentation from **Soroptimist International Montclair/Inland Valley** supporting Women's History Month at **Brandon's Diner**, 370 N. Mountain Avenue, Upland, on Thursday, March 10, at 8:30 a.m. She advised RSVPs can be made to the **Chamber**.
 - (c) Later that same day from noon to 3:00 p.m., the **Chamber** will be hosting a grand opening and ribbon cutting event for **Aqua Ridge Senior Living** at 9631 Monte Vista Avenue. The event will feature lunch and facility tours.

2. Council Member/Director Lopez made the following comments:
 - (a) He reported attending the Chino Mayor's Prayer Breakfast with guest speaker, **In-N-Out** heiress **Lynsi Snyder**.
 - (b) He also reported attending Chino's "State of the City" Event, where he learned over the past year the City of Chino had several highlights including approving 25 accessory dwelling units, housing 45 homeless individuals, and getting a new **In-N-Out** restaurant.
 - (c) He announced March 5th as **Montclair Little League** Opening Day and invited the community to attend.
 - (d) He thanked Public Works Department staff for installing the new safety signs around **Vernon Middle School** despite the inclement weather, noting parents who have reached out to him really appreciated it.
3. Mayor Pro Tem/Vice Chair Ruh made the following comments:
 - (a) He could not attend the Chino State of the City but is glad to hear the event was well-attended and successful.
 - (b) He emphasized the overwhelming and united support the **Gold Line** extension has from the entire region. He noted the **Pacific Electric Trail** was the root of the **Pacific Electric Red Cars**, which was the original light rail system that went to Los Angeles and cost only five cents to ride. He asserted the **Red Car** built up the economies along the line and the **Gold Line** will do the same to restore economic vitality to the area.
 - (c) He lamented that **PFC Ocegüera** was only 19 years old when he died in Afghanistan in 2006, but he clearly loved his country. He noted he and Council Member Johnson were also at the event to honor his sacrifice.
 - (d) He stated February 20 was the 60th anniversary of **John Glenn** becoming the first American to orbit Earth on the **Friendship 7**, and reflected on how far society has come technologically in the 60 years since.

F. Committee Meeting Minutes — None

XI. CLOSED SESSION

At 7:50 p.m., the City Council went into closed session to discuss labor negotiations.

XII. CLOSED SESSION ANNOUNCEMENTS

At 8:15 p.m., the City Council returned from closed session. Mayor Dutrey announced the City Council met in closed session to discuss labor negotiations; information was received and direction given to staff; and no further announcements would be made at this time.

XIII. ADJOURNMENT

At 8:16 p.m., Mayor/Chair Dutrey adjourned the City Council, Successor Agency Board, Montclair Housing Corporation Board, Montclair Housing Authority Commission, and Montclair Community Foundation Board.

Submitted for City Council/Successor Agency Board/Montclair Housing Corporation Board/Montclair Housing Authority Commission/Montclair Community Foundation Board approval,



Andrea Myrick
City Clerk