

CITY OF MONTCLAIR

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

AGENDA

Monday, April 3, 2023
7:00 p.m.



Mayor

Javier "John" Dutrey

Mayor Pro Tem

Tenice Johnson

Council Members

Bill Ruh

Corysa Martinez

Benjamin "Ben" Lopez

City Manager

Edward C. Starr

City Attorney

Diane E. Robbins

City Clerk

Andrea M. Myrick

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



**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, April 3, 2023
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 provide comments on an agenda item, including public hearing and closed session items, please complete a Speaker Card located 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. Community Activities Commission Presentation of 2023 Volunteer Recognition Awards
- B. Proclamation Declaring April 2023 as "Child Abuse Prevention Month" in the City of Montclair
- C. Proclamation Declaring April 2023 as "DMV/Donate Life California Month" in the City of Montclair
- D. Proclamation Declaring April 22, 2023 as "Earth Day" in the City of Montclair
- E. Proclamation Declaring April 29, 2023 as "World Wish 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 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 — None

VIII. CONSENT CALENDAR

A. Approval of Minutes

- 1. Regular Joint Meeting — March 20, 2023 [CC/SA/MHC/MHA/MCF] 101

B. Administrative Reports

- 1. Consider Approval of Warrant Register & Payroll Documentation [CC] 5
- 2. Consider Authorizing the Destruction of Certain Obsolete Public Records Pursuant to the City of Montclair Records Retention Schedule [CC] 6
- 3. Consider Authorizing the Establishment of an Executive Director of Engineering and Major Projects Manager Classification in the Public Works Department [CC]

Consider Authorizing a \$50,000 Allocation from the Unanticipated Personnel Adjustments Special Purpose Reserve Fund to Provide for Wages and Benefits for the Candidate Appointed to the Executive Director of Engineering and Major Projects Manager Position for the Balance of Fiscal Year 2022-23 [CC] 9

C. Agreements

- 1. Consider Award of Contract to Superior Pavement Markings in the Amount of \$460,900 for the Flashing Stop Sign Replacement Program [CC]
 Consider Approval of Agreement No. 23-17 with Superior Pavement Markings for the Flashing Stop Sign Replacement Program, Subject to Any Revisions Deemed Necessary by the City Attorney [CC]
 Consider Authorizing the Purchase of 40 Additional Flashing Stop Signs in the Amount of \$64,256.60 [CC]
 Consider Authorizing a \$23,045 Construction Contingency for the Project [CC] 14

- 2. Consider Approval of Agreement No. 23-30 with LD King, Inc. for Engineering Design Services for Street, Sewer, and Storm Drain Improvements for the Arrow Highway Improvement Project, Subject to Any Revisions Deemed Necessary by the City Attorney [CC]
 Consider Approval of Agreement No. 23-21 with AGA Engineers, Inc. for Engineering Traffic Signal Upgrades at Four Intersections in Support of the Arrow Highway Improvement Project, Subject to Any Revisions Deemed Necessary by the City Attorney [CC]
 Consider Authorizing a \$79,470 Engineering Design Services Contingency for Agreement Nos. 23-21 and 23-30 [CC]

Consider Authorizing a \$296,000 Appropriation from the Redevelopment Project Area No. III Tax Allocation Bond Fund and a \$14,000 Appropriation from the Sewer Fund for Costs Related to Agreement Nos. 23-21 and 23-30 [CC]

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D. Resolutions

1. Consider Adoption of Resolution No. 23-3401 Rescinding and Replacing Resolution No. 17-3145 Designating Restricted Parking on Public Streets and Alleys to Include Restricted Parking on the South Side of Orchard Street Fronting Sunset Park [CC]

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2. Consider Adoption of Resolution No. 23-3402 Approving the Tree City USA Application for 2023 and Authorizing the Director of Public Works to Sign the Application [CC]

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IX. PULLED CONSENT CALENDAR ITEMS

X. COUNCIL WORKSHOP

A. Proposed Ordinance Regulating the Parking of Oversized and Recreational Vehicles on Public Streets

(The City Council may consider continuing this item to an adjourned meeting on Monday, May 1, 2023, at 5:45 p.m. in the City Council Chambers)

XI. COMMUNICATIONS

A. Department Reports

1. Human Services - Upcoming Activities & Events

B. City Attorney

1. Request for City Council to Meet in Closed Session Pursuant to Government Code §54957.6 Regarding Conference with Designated Labor Negotiator Diane E. Robbins [CC]

Employee: City Manager

C. City Manager/Executive Director

D. Mayor/Chairperson

1. Notice of Cancellation of April 17, 2023 Regular Joint Meeting [CC/SA/MHC/MHA/MCF]

E. Council Members/Directors

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

1. Public Works Committee Meeting — October 20, 2022 [CC]

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2. Public Works Committee Meeting — November 17, 2022 [CC]

93

3. Public Works Committee Meeting — February 16, 2023 [CC]

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4. Personnel Committee Meeting — March 20, 2023 [CC]

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- XII. CLOSED SESSION**
- XIII. CLOSED SESSION ANNOUNCEMENTS**
- XIV. ADJOURNMENT**

The regular joint meeting of the City Council, Successor Agency Board, Montclair Housing Corporation Board, Montclair Housing Authority Commission, and Montclair Community Foundation Board scheduled for Monday, April 17, 2023 has been cancelled due to a lack of quorum. The next regular joint meeting will be held on Monday, May 1, 2023, 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 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 30, 2023.



CITY COUNCIL AGENDA REPORT

DATE:	APRIL 3, 2023	FILE I.D.:	FIN540
SECTION:	CONSENT - ADMIN. REPORTS	DEPT.:	FINANCE
ITEM NO.:	1	PREPARER:	A. VONG/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 Johnson has examined the Warrant Register dated April 3, 2023, and the Payroll Documentation dated February 26, 2023, and recommends their approval.

FISCAL IMPACT: The Warrant Register dated April 3, 2023, totals \$1,667,544.47.

The Payroll Documentation dated February 26, 2023 totals \$717,255.40 gross, with \$510,205.57 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:	APRIL 3, 2023	FILE I.D.:	CCK280
SECTION:	CONSENT - ADMIN. REPORTS	DEPT.:	CITY MGR./CITY CLERK
ITEM NO.:	2	PREPARER:	A. MYRICK
SUBJECT:	CONSIDER AUTHORIZING THE DESTRUCTION OF CERTAIN OBSOLETE PUBLIC RECORDS PURSUANT TO THE CITY OF MONTCLAIR RECORDS RETENTION SCHEDULE		

REASON FOR CONSIDERATION: The City Council is requested to authorize the destruction of certain obsolete public records pursuant to the City of Montclair Records Retention Schedule.

The subject records requested for destruction are listed on the attached *City of Montclair Destruction of Public Records Forms*. The current lists consist of records from the Finance and Human Services Departments.

BACKGROUND: On November 19, 2012, the City Council adopted Resolution No. 12-2973 establishing the Montclair Records Retention Schedule as the City of Montclair's Official Records Management Program.

The current procedure requires City Departments to submit a form to request destruction of records, which is reviewed by the City Clerk and the City Attorney for conformance with the retention schedule. The form is then submitted to the City Council for authorization to destroy the records.

FISCAL IMPACT: There would be no fiscal impact directly related to authorizing the destruction of the subject records. The Finance and Human Services Departments maintain these records within their offices, and will be using staff time and the City's monthly on-site shred service to destroy the records once approved.

RECOMMENDATION: Staff recommends the City Council authorize the destruction of certain obsolete public records pursuant to the Records Retention Schedule.



CITY OF MONTCLAIR

DESTRUCTION OF PUBLIC RECORDS FORM

Please refer to the City of Montclair Records Retention Schedule for record retention guidelines for each department.

The retention period has expired for the records listed below pursuant to the City of Montclair's Records Retention Schedule.

Department: Human Services

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<i>Record type & Retention Period</i>	<i>Description of Records</i>	<i>Period covered</i>	<i>Additional Notes</i>
Registration CU+4	Senior Nutrition Intake sheets	2008-2010	
Registration CU+4	Senior Nutrition Intake sheets	2013-2016	
Activity/Project Files CU+2	Senior Nutrition Volunteer sign-in	2014-2015	
Activity/Project Files CU+2	Senior Nutrition Volunteer sign-in	2005	
Activity/Project Files CU+2	Senior Nutrition Volunteer sign-in	2007	
Activity/Project Files CU+2	Senior Nutrition temperature logs	2007	
Registration CU+4	Senior Nutrition Intake sheets	2010-2013	
Registration CU+4	Senior Nutrition Intake sheets	2016-2018	
Activity/Project Files CU+2	Senior Nutrition Volunteer sign-in	1999-2001	

Approval for destruction of listed records:

Dept. Records Manager: *Alyssa Colangelo* Date: *3/22/23*
 Department Head: *Wm. Korte* Date: *3/22/23*
 City Clerk: _____ Date: _____
 City Attorney: _____ Date: _____



CITY OF MONTCLAIR

DESTRUCTION OF PUBLIC RECORDS FORM

Please refer to the City of Montclair Records Retention Schedule for record retention guidelines for each department.

The retention period has expired for the records listed below pursuant to the City of Montclair's Records Retention Schedule.

Department: Finance

Page 1 of 1

<i>Record type & Retention Period</i>	<i>Description of Records</i>	<i>Period covered</i>	<i>Additional Notes</i>
Leave Request Forms (CU+6)	Leave Request Forms	2013-2016	Stored on-site
Wage Garnishments (T+3)	Inactive Child Support Folders	1994-2019	Stored on-site
Payroll State & Federal Forms (AU+6)	Employee W-2s	1970-2016	Stored on-site in vault

Approval for destruction of listed records:

Dept. Records Manager: *Claudia Ramsey* Date: 3/23/23
 Department Head: *Jane Kullback* Date: 3/27/23
 City Clerk: _____ Date: _____
 City Attorney: _____ Date: _____



CITY COUNCIL AGENDA REPORT

DATE: APRIL 3, 2023 **FILE I.D.:** PER020/PUB140
SECTION: CONSENT - ADMIN. REPORTS **DEPT.:** CITY MGR.
ITEM NO.: 3 **PREPARER:** E. STARR
SUBJECT: CONSIDER AUTHORIZING THE ESTABLISHMENT OF AN EXECUTIVE DIRECTOR OF ENGINEERING AND MAJOR PROJECTS MANAGER CLASSIFICATION IN THE PUBLIC WORKS DEPARTMENT

CONSIDER AUTHORIZING A \$50,000 ALLOCATION FROM THE UNANTICIPATED PERSONNEL ADJUSTMENTS SPECIAL PURPOSE RESERVE FUND TO PROVIDE FOR WAGES AND BENEFITS FOR THE CANDIDATE APPOINTED TO THE EXECUTIVE DIRECTOR OF ENGINEERING AND MAJOR PROJECTS MANAGER POSITION FOR THE BALANCE OF FISCAL YEAR 2022-23

REASON FOR CONSIDERATION: In September 2021, the City Council adopted Resolution No. 21-20 approving the issuance of lease revenue bonds for public works infrastructure and capital projects. The *2021 Issue of Lease Revenue Bonds* provides \$47,562,919 in bond funds.

In addition Montclair has, to date, received approximately \$25 million in state and federal funding for a variety of infrastructure and capital projects. Recent federal legislation, including the Build Back Better Act, The American Rescue Plan and the Infrastructure Investment and Jobs Act (IIJA) promise a significant amount of grant funding for state and local governments. In addition to projects already grant-funded, City staff have proposed other infrastructure and capital projects for state and federal grant funding.

Based on bond and grant restrictions, Montclair has a limited time to design and construct projects, expend funds, and seek reimbursement. Hiring a highly-qualified civil engineer with extensive major project management experience is essential to enabling the City to complete the extensive list of infrastructure and capital projects approved by the City Council. Accordingly, to facilitate completion of major projects, the City Manager recommends establishing a temporary, full-time executive management-level position—Executive Director of Engineering and Major Projects Manager.

Establishing new positions and approving funding for wages and benefits requires City Council authorization.

BACKGROUND: On September 20, 2021, the City Council adopted Resolution No. 21-3320 approving the issuance of lease revenue bonds for public works/infrastructure projects. Issuance of the *2021 Issue of Lease Revenue Bonds* provides \$47,562,919 in new bond fund resources for critical public works and infrastructure improvements.

As indicated in **Table 1**, below, proposed projects represent a wide variety of targeted infrastructure and capital improvements including the continuation of street pavement projects, rehabilitation of parks, improving safety along routes to schools, and a variety of facility improvements.

Projects listed in **Table 1** were presented to the City Council for consideration at the September 20, 2021 City Council meeting and were incorporated into the operating statement for the *2021 Issue of Lease Revenue Bonds*.

Identified projects in **Table 1** exceed the availability of funds provided through the *2021 Issue of Lease Revenue Bonds*; however, some projects on the list may be deferred; will be subject to revision to accommodate scheduling and available funding; or will be funded by other sources including state or federal grants.

Table 1
2021 Issue of Lease Revenue Bonds Proposed Projects

Project Description	Estimated Construction Cost	Estimated Design Cost	Right of Way Acquisition Cost	Project Management Cost
Median/Street Improvements				
- Arrow Highway				
- Benson Avenue				
- Central Avenue				
- Holt Boulevard				
- Mills Avenue				
- Mission Boulevard	\$28,675,000	\$400,000	\$1,900,000	\$1,050,000
- Monte Vista Avenue				
- Palo Verde Street				
- Richton Street				
- Moreno Street				
- Alleyways-Citywide				
Parks				
- Eleven City-owned parks	\$13,100,000	\$450,000	-	\$200,000
Infrastructure				
- Broadband				
- Central Avenue Bridge				
- Fire Station 152				
- Public Parking Garage	\$55,300,000	\$1,720,000	-	\$500,000
- San Antonio Creek Channel Trail				
- Systemic Street Analysis/Safe Routes To Schools Improvements				
TOTALS	\$97,075,000	\$2,570,000	\$1,900,000	\$1,750,000

Cumulatively, in the last few years, the City has received approximately \$25 million in federal and state grant funds for infrastructure and capital projects, adding to the City’s ability to achieve completion of **Table 1** projects and other projects identified as vital to Montclair’s ongoing development. In addition, City staff have proposed additional infrastructure and capital projects for state and federal grant funding, and grant funding opportunities for other unspecified projects will be forthcoming.

Extension of the Gold Line from Pomona to Montclair also remains as a viable transit project that is expected to start construction within the next two years. Construction of the Gold Line to the Montclair Transcenter will require significant planning and design coordination to ready the Transcenter not only for arrival of the Gold Line, but also to accommodate a projected major transformation of the Transcenter into a High Quality Transit Hub that accommodates transit-friendly services, new platforms, a 1,600-space parking garage, and a range of residential and commercial developments.

Various federal bills including the Build Back Better Act, the American Rescue Plan, and the Infrastructure Investment and Jobs Act (IIJA) promise a significant amount of funding for state and local governments to complete a variety of infrastructure and capital projects.

The IIJA, alone, contains \$1.2 trillion in funding for both pre-existing (\$750 billion) and new projects (\$550 billion). Funds are spread out across multiple industries, including

\$65 billion for expanding broadband access; \$65 billion for improvements to the power grid; \$21 billion for environmental projects; and \$7.5 billion for electric charging stations. Of the \$550 billion in new spending, \$283.8 billion goes toward the transportation sector, including \$110 billion for roads and bridges; \$66 billion for improvements to the railroad system; \$25 billion for airport upgrades, plus \$5 billion for airport towers and control systems; and \$17 billion for ports improvements.

Montclair is also eligible to receive, and has received, federal earmarks funding through the Community Projects Funding program, and state grant funding for both infrastructure and capital projects, primarily through the California Department of Transportation.

Based on bond and grant restrictions, the City has a limited time to complete projects, expend funds, and seek reimbursement—five years maximum for the *2021 Issue of Lease Revenue Bonds*; and varying timelines for state and federal grants, with most requiring project completion within roughly three to seven years.

Current staffing in the Public Works Department is insufficient to achieve timely completion of the expansive list of infrastructure and capital projects identified by the City Council through various agenda actions. Furthermore, projects coordination, planning, design and completion requires an employee who possesses a high level of expertise in the field of civil engineering.

City Engineer Consultant Rosemary Hoerning, a current California Public Employee Retirement System (CalPERS) limited 960-hour employee with Montclair has indicated willingness to exit from retirement for a temporary, full-time executive management-level position. The Executive Director of Engineering and Major Projects Manager position would oversee the City's Engineering Division and Major Projects Program—functional areas in the Public Works Department directly responsible for completing the City's expanding list of bond and grant funded infrastructure and capital projects.

City Engineer Consultant Hoerning is well-qualified to assume the duties and responsibilities of the Executive Director of Engineering and Major Projects Manager position, as indicated in the following list of professional credentials:

- California registered Civil Engineer and Land Surveyor.
- Bachelor Degree in Civil Engineering and a Master in Public Administration.
- Thirty-five years of full-time municipal public works/engineering field experience working for the cities of Upland, Redlands, Long Beach, and Ontario.
- Served as Redlands Municipal Utilities & Engineering Director and the Upland Public Works Director/City Engineer for 10 years and Upland City Manager for 2 years. Since December 2020, Ms. Hoerning has worked part-time for the City of Montclair as City Engineer Consultant, assisting with the capital and infrastructure project delivery.
- Managed a significant number of varied public capital projects and reviewed private development work throughout her public service career. Ms. Hoerning's experience includes extensive coordination with various inter- and intra-agency staff members and community workshops to meet and satisfy project requirements.
- Extensive experience in grant/loan and/or special fund requirements.
- Representation and expert testimony for project financial audits.

- Significant experience in preparing consulting service requests for proposals, managing engineering design consultants, participation in the design review process, and managing construction projects.
- Grants fund administration and reporting.
- A summary of relevant capital improvement work completed by Ms. Hoerning includes the following:
 - City of Redlands
 - Eureka Street Roadway Reconstruction Project, including coordination with Caltrans and businesses.
 - Reconstruction of Alabama Street and Redlands Boulevard.
 - Street and Drainage Improvements (design only), including coordination/permits with San Bernardino Transportation Authority (SBCTA), Caltrans, Santa Fe Railroad, and Businesses.
 - Sidewalk Improvements—Safe Routes to School funds.
 - Redlands Rail/Downtown Parking Garage (design only)—380 parking stalls/160,000SF with retail and bicycle center.
 - Stuart Avenue Utility Undergrounding Project, including coordination with utilities and businesses—SCE Rule 20A funds.
 - Redlands Pavement Management Plan and Traffic Safety Enhancement Program.
 - City of Upland
 - San Antonio Park Improvements - Phase 3 & 4—Park development impact fees and San Bernardino County discretionary grants.
 - Emergency Street Repair Euclid Avenue - Arrow Hwy to 24th Street.
 - Colonies - Campus Avenue and 19th Street Traffic Signal Improvements.
 - Citywide Street Light LED Conversion—SCE Option E Program.
 - Upland Basin - 1070AF storm water capture and groundwater recharge jurisdictional facility, including coordination/ agreements/permits with US ARMY Corp., State Division of Dam Safety, San Bernardino County Flood Control District, Claremont University Consortium, Chino Basin Watermaster, Chino Basin Water Conservation District, State Water Resources Control Board (Santa Ana)—Proposition 40-50 Consolidated Grant, Certificate of Participation proceeds, and Water Department proceeds.
 - 102” Diameter Storm Drain Line Improvements—Storm drain impact fees.
 - 7.5MG Reservoir Replacement—State Drinking Water Loan.
 - City of Long Beach
 - Power Center Improvement Program - Water & recycled water mains, new drinking water wells, and well rehabilitation including coordination/permits with Department of Public Health, City of Lakewood, Council District, and business center.

- Belmont Shore & Ocean Peninsula Sewer System Upgrades – Sewer lift station(s), gravity sewer and micro-tunnel sewer force main, including coordination/permits Coastal Commission, Long Beach Transit, Council District, and residents/businesses.
- City of Ontario
 - Ontario International Airport Expansion Project & Federal Ground Access Program – Utility upgrades/relocation project(s).
 - Ontario Mills Mall – Water and sewer utility infrastructure.

Terms of employment for the Executive Director of Engineering and Major Projects Manager position are contained in Executive Management Agreement No. 22-117.

CalPERS has indicated that, because Ms. Hoerning will have a separation of employment of more than six (6) months from her last full-time CalPERS umbrella position to full-time employment with Montclair, under CalPERS' re-entry to full-time work rules she would be enrolled as a Public Employee Pension Reform Act (PEPRA) employee under the 2% @ 62 formula. Any earned annuity from her employment with Montclair would be unaffected by her employment with other CalPERS agencies.

The job description and salary range for the Executive Director of Engineering and Major Projects Manager classification will be submitted to the Personnel Committee for consideration and approval prior to first date of employment.

FISCAL IMPACT: The proposed monthly salary for the incumbent in a full-time Executive Director of Engineering and Major Projects Manager position will not exceed \$20,833—a rate considered equivalent to comparable industry standards for highly-qualified 160-hour per month public works/civil engineering consultants. Associated benefit costs for the Executive Director of Engineering and Major Projects Manager position will be approximately \$45,000 annually. Combined annual wage and benefit costs will be approximately \$295,000. Wage and benefit costs will be submitted to the Personnel Committee for consideration and implementation. Funding for the temporary Executive Director of Engineering and Major Projects Manager position is expected to continue for approximately three to four years.

For the balance of Fiscal Year 2022-23, the cost associated with the Executive Director of Engineering/Major Projects Manager position is approximately \$50,000. The cost will be shared equally between the General Fund and the *2021 Issue of Lease Revenue Bonds*. General Fund dollars will be transferred from the Personnel Adjustments Special Purpose Reserve Fund to the appropriate accounts in the Management and Construction Division within the Public Works Department.

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

1. Authorize the establishment of an Executive Director of Engineering and Major Projects Manager classification in the Public Works Department for the balance of Fiscal Year 2022-23.
2. Authorize a \$50,000 allocation from the Unanticipated Personnel Adjustments Special Purpose Reserve Fund to provide for wages and benefits for the candidate appointed to the Executive Director of Engineering and Major Projects Manager position for the balance of Fiscal Year 2022-23.



CITY COUNCIL AGENDA REPORT

DATE: APRIL 3, 2023 **FILE I.D.:** TRC800

SECTION: CONSENT - AGREEMENTS **DEPT.:** PUBLIC WORKS

ITEM NO.: 1 **PREPARER:** R. ORTEGA

SUBJECT: CONSIDER AWARD OF CONTRACT TO SUPERIOR PAVEMENT MARKINGS IN THE AMOUNT OF \$460,900 FOR THE FLASHING STOP SIGN REPLACEMENT PROGRAM

CONSIDER APPROVAL OF AGREEMENT NO. 23-17 WITH SUPERIOR PAVEMENT MARKINGS FOR THE FLASHING STOP SIGN REPLACEMENT PROGRAM, SUBJECT TO ANY REVISIONS DEEMED NECESSARY BY THE CITY ATTORNEY

CONSIDER AUTHORIZING THE PURCHASE OF 40 ADDITIONAL FLASHING STOP SIGNS IN THE AMOUNT OF \$64,256.60

CONSIDER AUTHORIZING A \$23,045 CONSTRUCTION CONTINGENCY FOR THE PROJECT

REASON FOR CONSIDERATION: The City Council is requested to consider awarding a contract to and approving Agreement No. 23-17 with Superior Pavement Markings for \$460,900 and approving a contingency of \$23,045 for the Flashing Stop Sign Replacement Program. A copy of proposed Agreement No. 23-17 is attached for the City Council's review and consideration.

BACKGROUND: The City Council has demonstrated a commitment to the adopted Safe Routes to School (SRTS) Program and approved the Flashing Stop Sign Replacement Program (Project) as part of the Fiscal Year 2022-23 Annual Budget. The City Manager recommended allocating approximately \$250,000 from the General Fund Unassigned Reserve and \$300,000 from the 2021 Issue of Lease Revenue bonds for this Project.

Staff evaluated and identified 89 intersections to replace 169 existing stop signs with flashing LED solar powered stop signs. Subsequently, the City was awarded a Highway Safety Improvement Program grant that includes 16 of the original intersections. Staff will identify 16 other intersections to add flashing LED signs as part of this Project.

The LED solar powered stop signs will contribute to the City's ongoing concern for public safety by providing greater awareness for high-risk and high-incident intersections by alerting drivers that they are approaching a stop sign. The new stop signs should reduce the number of vehicles that fail to come to a complete stop at intersections during the day and more so at nighttime, preventing major accidents. Additionally, the flashing stop signs are energy efficient, which means they are carbon neutral and convenient to install, with no cords, cables, or connection through ground lines needed.

On December 15, 2022, City Council approved the Flashing Stop Sign Replacement Program advertisement for construction. The Project was advertised on Planet Bids from January 12, 2023, to February 06, 2023. On February 06, 2023, the City received and opened five bid proposals as follows:

Bidder	Bid Amount
Superior Pavement Markings	\$460,900.00
Sterndahl Enterprises LLC	\$488,966.00
PCI	\$546,380.00
Elecnor Belco Electric, Inc.	\$565,893.00
MBE Construction	\$570,790.00

Following the bid opening, five proposals were reviewed for completeness and accuracy. The bid proposal from the apparent low bidder, Superior Pavement Markings, provided all required documents and was deemed the lowest responsible, responsive bidder for the Project. Superior Pavement marking has the experience necessary to complete this contract in accordance with the project specifications. The anticipated start of construction is in May 2023.

Additionally, City crews can also start installation of these signs as part of the on-going sign replacement program at other locations.

FISCAL IMPACT: The Flashing Stop Sign Replacement Program will be funded by the General Fund Unassigned Reserve in the amount of \$250,000 and the 2021 Lease Revenue bond proceeds in the amount of \$300,000.

RECOMMENDATION: Staff recommends that the City Council take the following actions in relation to the Flashing Stop Sign Replacement Program:

1. Award a contract to Superior Pavement Markings in the amount of \$460,900 for the Flashing Stop Sign Replacement Program.
2. Approve Agreement No. 23-17 with Superior Pavement Markings for the Flashing Stop Sign Replacement Program, subject to any revisions deemed necessary by the City Attorney.
3. Authorize the purchase of 40 additional flashing stop signs in the amount of \$64,256.60.
4. Authorize a \$23,045 construction contingency for the Project.

KNOW ALL MEN BY THESE PRESENTS: That the following Agreement is made and entered into as of the date executed by the City Clerk and the Mayor, by and between Superior Pavement Markings and the City of Montclair, hereinafter referred to as "CONTRACTOR" and the CITY OF MONTCLAIR, hereinafter referred to as "CITY."

A. Recitals.

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

B. Resolution.

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

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

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

3. TERMS OF CONTRACT: The CONTRACTOR agrees to execute the contract within ten (10) calendar days from the date of notice of award of the contract and to complete his portion of PROJECT within the time specified in the Special Provisions. CONTRACTOR agrees further to the assessment of liquidated damages in the amount specified in the Special Provisions or the Standard Specifications, whichever is higher, for each calendar day PROJECT remains incomplete beyond the expiration of the completion date. CITY may deduct the amount thereof from any moneys due or that may become due the CONTRACTOR under this contract. Progress payments made after the scheduled date of completion shall not constitute a waiver of liquidated damages.

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

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

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

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

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

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

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

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

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

6. CONTRACTOR'S LIABILITY: The City of Montclair and its respective officers, agents and employees shall not be answerable or accountable in any manner for any loss or damage that may happen to the project or any part thereof, or for any of the materials or other things used or employed in performing the project; or for injury or damage to any person or persons, either workmen, employees of the CONTRACTOR or his subcontractors or the public, whatsoever arising out of or in connection with the performance of the project. The CONTRACTOR shall be responsible for any damage or injury to any person or property resulting from defects or obstructions or from any cause

whatsoever, except the sole negligence or willful misconduct of CITY, its employees, servants, or independent contractors who are directly responsible to CITY during the progress of the project or at any time before its completion and final acceptance.

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

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

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

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

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

9. **CONTRACT PRICE AND PAYMENT:** CITY shall pay to the CONTRACTOR for furnishing the material and doing the prescribed work the unit prices set forth in accordance with CONTRACTOR's Proposal dated **02/06/2023**.

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

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

CONTRACTOR

CITY

Superior Pavement Markings, Inc.
5312 Cypress Street
Cypress, CA 90630

CITY OF MONTLAIR, CALIFORNIA

By: _____
Darren Veltz
Chief Financial Officer

Javier "John" Dutrey
Mayor

ATTEST:

By: _____
Name

Title

Andrea M. Myrick
City Clerk

APPROVED AS TO FORM:

Diane E. Robbins
City Attorney



CITY COUNCIL AGENDA REPORT

DATE: APRIL 3, 2023

FILE I.D.: STA919A

SECTION: CONSENT - AGREEMENTS

DEPT.: PUBLIC WORKS

ITEM NO.: 2

PREPARER: R. HOERNING

SUBJECT: CONSIDER APPROVAL OF AGREEMENT NO. 23-30 WITH LD KING, INC. FOR ENGINEERING DESIGN SERVICES FOR STREET, SEWER, AND STORM DRAIN IMPROVEMENTS FOR THE ARROW HIGHWAY IMPROVEMENT PROJECT, SUBJECT TO ANY REVISIONS DEEMED NECESSARY BY THE CITY ATTORNEY

CONSIDER APPROVAL OF AGREEMENT NO. 23-21 WITH AGA ENGINEERS, INC. FOR ENGINEERING TRAFFIC SIGNAL UPGRADES AT FOUR INTERSECTIONS IN SUPPORT OF THE ARROW HIGHWAY IMPROVEMENT PROJECT, SUBJECT TO ANY REVISIONS DEEMED NECESSARY BY THE CITY ATTORNEY

CONSIDER AUTHORIZING A \$79,470 ENGINEERING DESIGN SERVICES CONTINGENCY FOR AGREEMENT NOS. 23-21 AND 23-30

CONSIDER AUTHORIZING A \$311,000 APPROPRIATION FROM THE REDEVELOPMENT PROJECT AREA NO. III TAX ALLOCATION BOND FUND AND A \$14,000 APPROPRIATION FROM THE SEWER FUND FOR COSTS RELATED TO AGREEMENT NOS. 23-21 AND 23-30

REASON FOR CONSIDERATION: The City Council is requested to consider taking actions related to the design of street, sewer, storm drain, and traffic signal upgrade improvements for Arrow Highway and Fremont Avenue. Amendments to the Capital Improvement Program, approval of agreements for professional services with the City, and appropriation of unbudgeted funds require City Council approval.

A copy of proposed Agreement No. 23-30 with LD King, Inc. and proposed Agreement No. 23-21 with AGA Engineering, Inc. are attached for City Council review and consideration.

BACKGROUND: On December 2, 2019, the City Council approved the City of Montclair Capital Improvement Program for Fiscal Years 2019-20 through 2023-24 to ensure that long-range capital project objectives are properly considered.

Arrow Highway is part of the North Montclair revitalization effort, which includes incorporating complete streets concepts and street beautification elements. The Arrow Highway street improvements were delayed due to several underground utilities that need to be constructed before the street improvements and the completion of the 2017 City Sewer Master Plan update. Additionally, the design project was partitioned to support and coordinate with adjacent development work, such as the Village Partners development.

These agreements will provide the necessary design services to complete the Arrow Highway median and street improvements, the sewer pipeline upgrade improvements on Arrow Highway and Monte Vista Avenue from Arrow Highway to Richton Street, the extension of storm drain improvements in Fremont Avenue, and the traffic signal upgrade improvements at three intersections on Arrow Highway (Police Department, Monte Vista Avenue, and Central Avenue) and Moreno Street and Fremont Avenue.

After the base plans are developed, landscape architecture professional services for the median and parking area planters will be secured and approved by the City Manager. Landscaping shall complement the North Montclair Street Master Plan improvements, and a photometric design will provide the street lighting layout. However, the decorative street lighting along some sections of Arrow Highway will not be implemented with this City project due to existing overhead utility conflicts and Southern California Edison requirements. The decorative street lighting improvement is anticipated to be part of the future undergrounding of existing overhead utilities with proposed adjacent development work.

LD King, Inc. currently provides on-call plan checking services for the City and can efficiently perform the services needed to prepare the plans and specifications for this project. LD King is currently performing other design work related to Arrow Highway to support the Village Partners project.

AGA Engineers, Inc. is the City's Traffic Engineer Consultant. They are similarly able to efficiently perform the services needed to prepare the traffic signal plans and specifications for this project. AGA is currently performing traffic engineering services in support of the Village Partners project. Thus, both firms can integrate and coordinate the design work properly.

FISCAL IMPACT: The cost associated with Agreement No. 23-30 with LD King, Inc. is \$126,030, and staff recommends a contingency of \$73,970 to provide landscaping services and other unanticipated design costs. The cost associated with Agreement No. 23-21 with AGA Engineers, Inc. is \$49,500, with a requested contingency of \$5,500.

The contingency and appropriation requested are higher than typically requested to cover the necessary landscape architecture professional services for the median and parking area planters, as well as to cover unanticipated potholing (\$25,000), photometric design costs (\$15,000), and other project-related design work (\$30,000).

In total, staff is requesting an additional \$325,000 appropriation. Funds for these contracts in the amount of \$311,000 would be provided by the Redevelopment Project Area No. III Tax Allocation Bond Fund, Account No. 1251-0000-52260-400-19036; and \$14,000 from the Sewer Fund, Account No. 1501-0000-52260-400-19036.

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

1. Approve Agreement No. 23-30 with LD King, Inc. for engineering design services for street, sewer and storm drain improvements for the Arrow Highway Improvement Project, subject to any revisions deemed necessary by the City Attorney.
2. Approve Agreement No. 23-21 with AGA Engineers, Inc. for Engineering Traffic Signal Upgrades at Four Intersections in support of the Arrow Hwy Improvement Project, subject to any revisions deemed necessary by the City Attorney.
3. Authorize a \$79,470 engineering design services contingency for Agreement Nos. 23-21 and 23-30.
4. Authorize a \$311,000 appropriation from the Redevelopment Project Area No. III Tax Allocation Bond Fund and a \$14,000 appropriation from the sewer fund for costs related to Agreement Nos. 23-21 and 23-30.

CITY OF MONTCLAIR

AGREEMENT FOR CONSULTANT SERVICES

FOR ENGINEERING TRAFFIC SIGNAL UPGRADES AT FOUR INTERSECTIONS

THIS AGREEMENT is made effective as of April 4, 2023, between the City of Montclair, a municipal corporation ("City") and AGA Engineers, Inc., a California Corporation ("Consultant"). In consideration of the mutual covenants and conditions set forth herein, the parties agree as follows:

1. TERM

This Agreement shall commence on April 4, 2023 and shall remain and continue in effect for a period approximately three years, expiring on June 30, 2026, 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.

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 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's City Manager and Consultant at the time City's written authorization is given to Consultant for the performance of said services.

(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 not less than thirty (30) calendar days' prior written notice. The Consultant may only terminate this Agreement for cause, and by giving the City prior notice in writing with a reasonable opportunity to cure any purported default. If the Agreement is terminated by the City, and provided Consultant is not then in breach, the Consultant shall be paid for services satisfactorily rendered to the last working day the Agreement is in effect, and the Consultant shall have no other claim against the City by reason of such termination. The Agreement may be extended beyond the term only by the written agreement of both Parties prior to the expiration of the term of the 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's City Manager or his/her delegate determines that the Consultant is in default in the performance of any of the terms or conditions of this Agreement, he/she shall cause to be served upon the Consultant a written notice of the default. The Consultant shall have ten (10) days after service upon it of said notice in which to cure the default by rendering a satisfactory performance. In the event that the Consultant fails to cure its default within such period of time, the City shall have the right, notwithstanding any other provision of this Agreement, to terminate this Agreement without further notice and without prejudice to any other remedy to which it may be entitled at law, in equity or under this Agreement.

8. OWNERSHIP OF DOCUMENTS

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

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

9. INDEMNIFICATION

(a) 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, caused by or arising out of the negligent acts or omissions, or intentional misconduct of Consultant, including its subcontractors, 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, subconsultants/subcontractors or affiliated or related entities and/or its or their employees, agents and representatives, caused by or arising out of all negligent acts or omissions, or intentional misconduct of Consultant, including its subconsultants/subcontractors, 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 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) Subconsultants/subcontractors 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 Subconsultant, Subcontractor, 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 Subconsultant, Subcontractor 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 arising out of or related in any way to the negligent acts or omissions or intentional misconduct of Consultant or of Consultant's officers, agents, representatives, employees, independent contractors, subconsultants 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 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.

(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 on an "occurrence" form CG 00 01, including products and completed operations, property damage, bodily injury, and personal & advertising injury with limits no less than \$2,000,000 per each occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit. Such limit(s) may be satisfied by a combination of both primary and excess coverage.
- (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 if Consultant owns any vehicles, non-owned and hired autos, with minimum limits of \$2,000,000 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. Such limit(s) may be satisfied by a combination of both primary and excess coverage.
- (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 \$1,000,000 each employee for bodily injury by disease, and \$1,000,000 policy limit by disease.
- (4) Professional Liability: Professional Liability insurance with limit of not less than \$3,000,000 each claim and annual aggregate. Covered professional services shall specifically include all services 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, and boards shall be additional insureds with regard to liability and defense of suits or claims arising out of the work or operations performed by of the Consultant or on behalf of the Consultant including materials, parts or

equipment furnished in connection with such services. 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 and include Consultant's ongoing and completed operations.

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, and boards shall be additional insureds with regard to liability and defense of suits for damages but only to the extent damages are caused by the negligence of the Consultant 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.

(c) Notice of Cancellation

Required insurance policies shall not be cancelled or non-renewed until a thirty (30) day written notice of cancellation has been served upon the Consultant except ten (10) days shall be allowed for non-payment of premium. Consultant agrees to provide City with timely copies of any cancellation or non-renewal Notice(s) it may receive from its insurers within 48 hours of receipt.

(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 complete, certified 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 digitally signed by a person authorized by that insurer to bind coverage on its behalf. At 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 or non-renewed, Consultant shall, within ten (10) days after receipt of written notice of such cancellation or reduction or non-renewal 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 purchase coverage with a lower retention or 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. The insurance obligations under this Agreement shall be: (1) all the insurance coverage and/or limits carried by or available to the Consultant; or (2) the minimum insurance coverage requirements and/or limits shown in this Agreement; whichever is greater. Any insurance proceeds in excess of or broader than the minimum required coverage and/or minimum required limits, which are applicable to a given loss, shall be available to the City. 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/Subcontractors

Consultant shall be responsible for causing Subconsultants/Subcontractors 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'/Subcontractors' 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 Building Maintenance Supervisor or unless requested by the City Attorney, voluntarily provide declarations, letters of support, testimony at depositions, responses to interrogatories, or other information concerning the work performed under this Agreement or relating to any project or property located within the City. Response to a subpoena or court order shall not be considered "voluntary" provided Consultant gives City notice of such court order or subpoena.

(b) Consultant shall promptly notify City should Consultant, its officers, employees, agents or subConsultants be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, requests for

admissions, or other discovery request, court order, or subpoena from any person or party regarding this Agreement and the work performed thereunder or with respect to any project or property located within the City. City retains the right, but has no obligation, to represent Consultant and/or be present at any deposition, hearing, or similar proceeding. Consultant agrees to cooperate fully with City and to provide the opportunity to review any response to discovery requests provided by Consultant. However, City's right to review any such response does not imply or mean the right by City to control, direct, or rewrite said response.

(c) Consultant 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. Consultant further covenants that Consultant has not contracted with nor is performing any services, directly or indirectly, with any developer(s) and/or property owner(s) and/or firm(s) and/or partnership(s) owning property in the City or the study area and further covenants and agrees that Consultant and/or its subConsultants shall provide no service or enter into any agreement or agreements with a/any developer(s) and/or property owner(s) and/or firm(s) and/or partnership(s) owning property in the City or the study area prior to the completion of the work under this Agreement. 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 City Engineer City of Montclair 5111 Benito Street Montclair, CA 91763
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To Consultant: Chalap Sadam, President
AGA Engineers, Inc.
211 East Imperial Highway, Suite 208
Fullerton, CA 92835

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 proposal.

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.

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

CITY OF MONTCLAIR

AGA ENGINEERS, INC.

By: _____
Javier John Dutrey, Mayor

By: _____
Name: Chalap K. Sadam
Title: President

Attest:

By: _____
Andrea M. Myrick, City Clerk

By: _____
Name: Gregory Wong
Title: Vice President

Approved as to Form:

By: _____
Diane E. Robbins, City Attorney



December 13, 2022

Ms. Monica Heredia, P.E.
Public Works Director/City Engineer
City of Montclair
511 Benito Street
Montclair, California 91763

RE: Proposal to Provide Professional Engineering Design Services for Preparation of Traffic Signal Modification Plans at Several Locations

Dear Ms. Heredia:

AGA Engineers, Inc. (AGA) is pleased to present to the City of Montclair with the following proposal under our On-Call Traffic Engineering Services agreement with the City. Our proposal is to provide professional engineering design services for the preparation of Traffic Signal Modification Plans for the following locations:

Traffic Signal Modification Plans

1. Arrow Highway at Police Department
2. Arrow Highway at Monte Vista Avenue
3. Arrow Highway at Central Avenue
4. Moreno Street at Fremont Avenue

Based on discussions with City staff, street improvements will be completed along Central Avenue, Arrow Highway, and Fremont Avenue which will modify the curb returns, medians, etc., along these corridors. As such, traffic signal modification plans at the above-mentioned locations will be required. Street improvement plans will be prepared by a City civil engineering consultant, which will be utilized in preparing the Traffic Signal Modification Plans. It is important to note that AGA staff has prepared a multitude of Traffic Signal Modification Plans in the City of Montclair, including the recently completed Central Avenue project. The previously prepared traffic signal modification plan for the intersection of Arrow Highway and Central Avenue will be updated to reflect the new street improvements. The AGA Team will leverage the experience gained via previous projects in the City and our relationships to complete this traffic signal modification project in a timely and efficient manner.

AGA Engineers, Inc.

211 Imperial Highway, Suite 208, Fullerton, CA 92835
(714) 992-4592 Email: aga@agaengineersinc.com

Ms. Monica Heredia, P.E.
December 13, 2022
Page 2 of 3

SCOPE OF WORK

The Traffic Signal Modification Plans for the intersections of Arrow Highway/Police Department, Arrow Highway/Monte Vista Avenue, Arrow Highway/Central Avenue, and Moreno Street/Fremont Avenue will be prepared using AGA's CADD package for traffic signal and civil design. The package consists of AutoCAD Version 2023 and a library of Caltrans symbols. Final design will be made on a City standard mylar or as required by the City of Montclair.

The following tasks detail the services to be provided by AGA for the traffic signal modifications:

Task 1: Field Review

AGA staff will conduct a thorough field review of the project locations for the specific purpose of gathering topographic data to properly identify all existing conditions at the site. Available "as-built" traffic signal plans and signing and striping plans will be obtained from the City. Previous traffic signal modification plans and signing and striping plans prepared as part of recent or concurrent projects will also be reviewed. Utility and substructure information will also be obtained from the street improvement plans prepared as part of these projects.

Task 2: Prepare Scaled Base Plan

AGA will prepare a 20 scale base plans for the modified traffic signals. The plans will show all topographic data and underground utility data gathered in Task 1, and all existing equipment based on the "as-built" traffic signal plans and street improvement plans.

Task 3: Pole Locations/Curb Ramps

AGA will prepare a preliminary plan detailing proposed pole sizes and pole locations in relationship to the curb ramps. Curb ramp designs prepared by the City's civil engineering consultant will be utilized to determine the best locations for the new traffic signal poles. The preliminary plan will be submitted to the City for their preliminary approval. Upon City concurrence, AGA will then proceed with the traffic signal modification designs.

Task 4: Prepare Traffic Signal Modification Plans (PS&E)

AGA will prepare the Traffic Signal Modification Plans showing proposed improvements focusing on pinpointing the locations of proposed traffic signal poles, new conduit, and new video detection cameras and submit the plans to the City of Montclair for review and comment. All improvements will be shown on the traffic signal plan and will be based on the street improvement plans prepared for Fremont Avenue and Arrow Highway.

After City review of the initial Traffic Signal Modification Plans submittal, AGA will proceed with preparation of the final design. The final plans will depict all proposed improvements including but not limited to new traffic signal poles, new conduit runs, new pull boxes, safety lighting, phase diagram, rewiring of the intersection, etc., all in conformance with current City of Montclair, Caltrans, and CA

Ms. Monica Heredia, P.E.
December 13, 2022
Page 3 of 3

MUTCD standards. AGA will also prepare and submit appropriate special provisions to be included in the project specifications, and an itemized cost estimate for all proposed traffic signal related improvements.

SCHEDULE AND FEE

AGA is prepared to commence work on the traffic signal modification plans immediately upon receipt of a written notice-to-proceed. The first submittal of the traffic signal modification plans will be provided to the City within 12-14 weeks from notice-to-proceed.

As AGA previously prepared the traffic signal modification plan for the intersection of Central Avenue and Arrow Highway, AGA is providing the City of Montclair with a reduced fee for the preparation of this traffic signal modification plan. AGA can complete the above-mentioned scope of work for a lump sum fee of **\$49,500**. The following is a breakdown of costs:

- Project Management/Meetings	\$6,000
- Arrow Highway at Police Department Traffic Signal Modification	\$7,500
- Arrow Highway at Monte Vista Avenue Traffic Signal Modification	\$14,000
- Arrow Highway at Central Avenue Traffic Signal Modification	\$9,500
- Moreno Street at Fremont Avenue Traffic Signal Modification	\$12,500
Total Cost:	\$49,500

AGA looks forward to working with the City of Montclair on this important project. Should you have any questions regarding this proposal, please feel free to contact me or Ruben Perales at (714) 992-4592. We look forward to working with you on this important project.

Respectfully Submitted,

AGA Engineers, Inc.

Chalap K. Sadam, P.E., T.E.
President

TS Mod at Several Locations.docx

CITY OF MONTCLAIR

AGREEMENT FOR CONSULTANT SERVICES

ENGINEERING SERVICES FOR ARROW HIGHWAY,
STREET, SEWER AND STORM DRAIN IMPROVEMENTS

THIS AGREEMENT is made and effective as of April 4, 2023, between the City of Montclair, a municipal corporation ("City") and LD King, Inc., a California corporation ("Consultant"). In consideration of the mutual covenants and conditions set forth herein, the parties agree as follows:

1. TERM

This Agreement shall commence on April 4, 2023 and shall remain and continue in effect for a period of 20 months until tasks described herein are completed, but in no event later than December 31, 2026, 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, and competently 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. Consultant shall have the duty to prepare any design documents free from defects.

4. CITY MANAGEMENT

City's City Manager shall represent City in all matters pertaining to the administration of this Agreement 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. This amount shall not exceed **one hundred twenty six thousand thirty and zero cents (\$126,030.00)** 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 seventy three thousand seventy dollars (\$73,970.00). Any additional work in excess of this amount shall be approved by the City Council.

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

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

6. SUSPENSION OR TERMINATION OF AGREEMENT WITHOUT CAUSE

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

(b) In the event this Agreement is terminated pursuant to this Section, the City shall pay to Consultant on a pro-rata basis the actual value of the work performed up to the time of termination, provided that the work performed is in compliance with this Agreement. 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 to the extent the default is 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. Any reuse or modification of the work product without the prior written consent of Consultant will be at the sole risk of the City. 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) Non-design, non-construction Professional Services:
To the fullest extent permitted by law (including, but not limited to California Civil Code Sections 2782 and 2782.8), CONSULTANT shall indemnify, defend, and hold harmless

the CITY, and its elected officials, officers, employees, volunteers, and agents (“CITY Indemnitees”), from and against any and all causes of action, claims, liabilities, obligations, judgments, or damages, including reasonable legal counsels’ fees and costs of litigation (“claims”), arising out of the CONSULTANT’s performance or CONSULTANT’s failure to perform its obligations under this AGREEMENT or out of the operations conducted by CONSULTANT, including the CITY’s active or passive negligence, except for such loss or damage arising from the sole negligence or willful misconduct of the CITY. In the event the City Indemnitees are made a party to any action, lawsuit, or other adversarial proceeding arising from VENDOR’s performance of this AGREEMENT, the CONSULTANT shall provide a defense to the City Indemnitees or at the CITY’s option, reimburse the City Indemnitees their costs of defense, including reasonable legal fees, incurred in defense of such claims.

(b) Non-design, construction Professional Services:

To the extent the Scope of Services involve a “construction contract” as that phrase is used in Civil Code Section 2783, this paragraph shall apply in place of paragraph A. To the fullest extent permitted by law (including, but not limited to California Civil Code Sections 2782 and 2782.8), CONSULTANT shall indemnify, defend, and hold harmless the CITY, and its elected officials, officers, employees, volunteers, and agents (“CITY Indemnitees”), from and against any and all causes of action, claims, liabilities, obligations, judgments, or damages, including reasonable legal counsels’ fees and costs of litigation (“claims”), arising out of the CONSULTANT’s performance or CONSULTANT’s failure to perform its obligations under this AGREEMENT or out of the operations conducted by CONSULTANT, except for such loss or damage arising from the active negligence, sole negligence or willful misconduct of the CITY. In the event the City Indemnitees are made a party to any action, lawsuit, or other adversarial proceeding arising from CONSULTANT’s performance of this AGREEMENT, the CONSULTANT shall provide a defense to the City Indemnitees or at the CITY’s option, reimburse the CITY Indemnitees their costs of defense, including reasonable legal fees, incurred in defense of such claims.

(c) Design Professional Services:

In the event CONSULTANT is a “design professional”, and the Scope of Services require CONSULTANT to provide “design professional services” as those phrases are used in Civil Code Section 2782.8, this paragraph shall apply in place of paragraphs A or B. To the fullest extent permitted by law (including, but not limited to California Civil Code Sections 2782 and 2782.8) CONSULTANT shall indemnify, defend and hold harmless the CITY and its elected officials, officers, employees, volunteers and agents (“City Indemnitees”), from and against all claims, damages, injuries, losses, and expenses including costs, attorney fees, expert consultant and expert witness fees arising out of, pertaining to or relating to, the negligence, recklessness or willful misconduct of CONSULTANT, except to the extent caused by the sole negligence, active negligence or willful misconduct of the CITY. Negligence, recklessness or willful misconduct of any subcontractor employed by CONSULTANT shall be conclusively deemed to be the negligence, recklessness or willful misconduct of CONSULTANT unless adequately corrected by CONSULTANT. In the event the City Indemnitees are made a party to any action, lawsuit, or other adversarial proceeding arising from CONSULTANT’s performance of this Agreement, the CONSULTANT shall provide a

defense to the City Indemnitees or at the CITY's option, reimburse the CITY Indemnitees their costs of defense, including reasonable legal fees, incurred in defense of such claims. In no event shall the cost to defend charged to CONSULTANT under this paragraph exceed CONSULTANT's proportionate percentage of fault. However, notwithstanding the previous sentence, in the event one or more defendants is unable to pay its share of defense costs due to bankruptcy or dissolution of the business, CONSULTANT shall meet and confer with other parties regarding unpaid defense costs.

(d) Payment by CITY is not a condition precedent to enforcement of the indemnities in paragraph A, B, or C. In the event of any dispute between CONSULTANT and CITY, as to whether liability arises from the active negligence, sole negligence or willful misconduct of the CITY or its officers, employees, or agents, CONSULTANT will be obligated to pay for CITY's defense until such time as a final judgment has been entered adjudicating the CITY as having been actively negligent, solely negligent or as having engaged in willful misconduct. Except as otherwise required by Civil Code Section 2782.8, CONSULTANT will not be entitled in the absence of such a determination to any reimbursement of defense costs including but not limited to attorney's fees, expert fees and costs of litigation. The provisions of this Section 9 shall survive completion of CONSULTANT's services or the termination of this Agreement.

(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 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.

(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 \$2,000,000 for bodily injury and property damage, each accident. If Contractor 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 \$2,000,000 each claim. Covered professional services shall specifically include all 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 contractor
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 Contractor.

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 reduced 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 complete, certified 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 purchase coverage with a lower retention or 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. The insurance obligations under this Agreement shall be: (1) all the insurance coverage and/or limits carried by or available to the Consultant; or (2) the minimum insurance coverage requirements and/or limits shown in this Agreement; whichever is greater. Any insurance proceeds in excess of or broader than the minimum required coverage and/or minimum required limits, which are applicable to a given loss, shall be available to the City. 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 Subcontractors

Consultant shall be responsible for causing Subcontractors/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 Subcontractors'/Subconsultant's policies. The Commercial General Liability Additional Insured Endorsement shall be on a form at least as board as CG 20 38 04 13.

11. INDEPENDENT CONTRACTOR

(a) Consultant is and shall at all times remain as to the City a wholly independent contractor. The personnel performing the services under this Agreement on behalf of Consultant shall at all times be under Consultant's exclusive direction and control and shall not be construed to be employees of City for any purpose, including eligibility under Public Employees Retirement Law. Neither City nor any of its officers, employees, or agents shall have control over the conduct of Consultant or any of Consultant's officers, employees, or agents, except as set forth in this Agreement. Consultant shall not at any time or in any manner represent that it or any of its officers, employees, or agents are in any manner officers, employees, or agents of the City. Consultant shall not incur or have the power to incur any debt, obligation, or liability whatever against City, or bind City in any manner. 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 represent Consultant and/or be present at any deposition, hearing, or similar proceeding. Consultant agrees to cooperate fully with City and to provide the opportunity to review any response to discovery requests provided by Consultant. However, City's right to review any such response does not imply or mean the right by City to control, direct, or rewrite said response.

(c) Consultant 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. Consultant further covenants that Consultant has not contracted with nor is performing any services, directly or indirectly, with any developer(s) and/or property owner(s) and/or firm(s) and/or partnership(s) owning property in the City or the study area and further covenants and agrees that Consultant and/or its subconsultants shall provide no service or enter into any agreement or agreements with a/any developer(s) and/or property owner(s) and/or firm(s) and/or partnership(s) owning property in the City or the study area prior to the completion of the work under this Agreement. 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:

City Engineer
City of Montclair
5111 Benito
Montclair, CA 91763

To Consultant: Carla Berard, CEO
LD King, Inc.
975 N. Haven Avenue, Suite 200
Ontario, CA. 91764

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 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 Contractor. If no such claim is submitted, or if any prerequisite contractual requirements are not otherwise satisfied as specified herein, Contractor 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.

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: Carla Berard
Title: CEO

Attest:

By: _____
Andrea M. Myrick
City Clerk

Approved as to Form:

By: _____
Diane E. Robbins
City Attorney

**ARROW HIGHWAY / FREMONT AVENUE STREET IMPROVEMENTS
CITY OF MONTCLAIR**

EXHIBIT "A"

**ARROW HIGHWAY/FREMONT AVENUE STREET IMPROVEMENTS
ENGINEERING AND SURVEYING**

REVISED SCOPE OF SERVICES

Agreement for Civil Engineering Services to provide Civil Engineering and Surveying Services for
Street Improvement Plans on Arrow Highway and Fremont Avenue,
in the City of Montclair, California

GENERAL

In general, this Scope of Services is for design engineering and surveying services and for the preparation of street improvement plans for Arrow Highway from the San Antonio Creek Channel to Central Avenue and for Fremont Avenue from Arrow Highway to Moreno Street, in the City of Montclair.

The Scope of Services is more specifically defined in the task descriptions below:

FINAL ENGINEERING SERVICES:

TASK 1 FIELD SURVEY / RE-SET MONUMENTATION

- Conduct field survey at the intersections of Arrow Highway & Monte Vista Avenue, Arrow Highway and Central Avenue (west side) and along Fremont Avenue to obtain elevations of the existing top of curb, edge of gutter, and AC grades.
- Collect topo and dip manholes as needed for the sewer improvements within Arrow Hwy and Monte Vista Avenue.
- Re-set monumentation as necessary after street paving.

Estimated as 24 hours for a 2-man crew plus associated office support.

TASK 2 STREET IMPROVEMENT PLANS – DESIGN PHASE

Prepare one set of plan view street improvement plans at 1" = 20' scale on 24" x 36" sheets in accordance with the City of Montclair Engineering Department standards, submit to the City for plan check and effect corrections as necessary for approval by the City. The limits of the street improvements extend along Arrow Highway from the San Antonio Channel to Central Avenue (Plan View) and along Fremont Avenue from Arrow Highway to Moreno Street (Plan and Profile).

- Provide a field walk to review existing conditions and note any items of interest or concern.

**ARROW HIGHWAY / FREMONT AVENUE STREET IMPROVEMENTS
CITY OF MONTCLAIR**

- Utility Coordination: Notifications will be sent to all utilities with facilities within the limits of the project.
- The plans will include traffic calming curb alignments at the returns, parking cutouts, landscape islands, median islands, ADA ramps, title sheet, profiles (for Fremont Avenue) and Intersection detail sheet.
- The plans for Fremont Avenue will include sidewalk and driveway cross sections to show how proposed improvements match to existing.
- The plans will include the placement of street lights with street stationing for SCE's use in the design of the street light system.
- Quantities and Cost Estimate: An itemized cost estimate will be prepared, including a bid item list to be used with the bid documents.
- Special provisions or special conditions for the project will be prepared and provided to the City for inclusion in the project bid documents.

TASK 3 SOUTHERLY FREMONT AVENUE RETURNS AT ARROW HIGHWAY

Prepare a revised base file for the southerly Fremont Avenue/Arrow Highway returns, ramps, and sidewalks. Provide revised grades for the curb returns, curb ramps and catch basin.

TASK 4 STORM DRAIN IMPROVEMENT PLANS

Prepare one set of plan and profile storm drain improvement plans at 1" = 20' scale on 24" x 36" sheets in accordance with the City of Montclair Engineering Department standards, submit to the City for plan check and effect corrections as necessary for approval by the City.

- Extend the storm drain line in Fremont Ave. northerly and provide inlets and laterals to collect flows collected at the curb jogs.
- Provide inlets and laterals along Arrow Hwy to collect flows collected at the curb jogs.

TASK 5 SEWER IMPROVEMENT PLANS

Prepare one set of plan view sewer improvement plans at 1" = 20' scale on 24" x 36" sheets in accordance with the City of Montclair Engineering Department standards, submit to the City for plan check and effect corrections as necessary for approval by the City. The proposed sewer improvements are as follows:

- Upsize the Arrow Highway Sewer Main from an 8" diameter to a 12" diameter from Monte Vista Avenue to Maple Avenue per the City Sewer Master Plan.
- Upsize the Monte Vista Avenue Sewer Main from an 8" diameter to a 15" diameter from Arrow Highway to 200' south of Arrow Highway.
- Upsize the Monte vista Avenue Sewer Main from an 8" diameter to a 12" diameter from Arrow Highway to Richton Street with a lateral to the Vulcan Development.

**ARROW HIGHWAY / FREMONT AVENUE STREET IMPROVEMENTS
CITY OF MONTCLAIR**

TASK 6 SIGNING & STRIPING PLANS

Prepare one set of plan view signing & striping improvement plans at 1" = 20' scale on 24" x 36" sheets in accordance with the City of Montclair Engineering Department standards, submit to the City for plan check and effect corrections as necessary for approval by the City. The limits of the signing & striping plans extend along Arrow Highway from the San Antonio Channel to Central Avenue and along Fremont Avenue from Arrow Highway to Moreno Street.

TASK 7 SPECIAL PROVISIONS

Any Special provisions or special conditions for the project will be prepared and provided to the City for inclusion in the project bid documents. Estimated at 20 hours for Project Manager plus associated office support.

TASK 8 EXHIBITS, ESTIMATES AND FILES

Provide Exhibits as required for the traffic engineer for striping and possible bike lanes. Provide SCE configured AutoCAD files with layers as required by SCE for street light placement. Provide a Preliminary Engineer's Estimate for Fremont Avenue for submittal to SBCTA. This includes up to twenty hours for Sr. Project Manager, Project Manager and Designers.

TASK 9 MEETINGS AND COORDINATION

Attend meetings as necessary during the design phase, including meetings with the City of Montclair, AGA, landscape architect, and street lighting consultant. This includes up to fourteen hours for meetings and coordination by Sr. Project Manager, Project Manager and Designers.

TASK 10 CONSTRUCTION SUPPORT SERVICES

- Participation at pre-construction meetings.
- Participation at weekly progress meetings, only as needed.
- Review of contractor submittals for materials to be used on the project.
- Response to Requests for Information related to roadway items.
- Review of contract change orders, if needed.

TASK 11 REIMBURSABLE EXPENSES

Client shall reimburse Consultant for the cost of all items such as blueprinting, reproductions, overnight delivery charges, fees, permits, bond premiums, and title company charges not specifically covered by the terms of this Agreement. In the event such items are paid directly by the consultant, then charges and expenses will be invoiced at direct cost plus 15%.

Client shall reimburse Consultant for the cost of delivering plan sets, reports, or any other items pertaining to the project to City offices, County offices, subconsultant offices, and client offices. All time will be billed at the hourly rates set forth in the attached Rate Schedule.

**ARROW HIGHWAY / FREMONT AVENUE STREET IMPROVEMENTS
CITY OF MONTCLAIR**

EXHIBIT "B"**FINAL ENGINEERING****COMPENSATION****FINAL ENGINEERING SERVICES:**

TASK	DESCRIPTION	FEE
Task 1	Field Survey/Re-Set Monumentation	\$10,800.00
Task 2	Street Improvement Plans	\$51,600.00
Task 3	Southerly Fremont Ave. Returns At Arrow Hwy.	\$2,330.00
Task 4	Storm Drain Improvement Plans	\$13,500.00
Task 5	Sewer Improvement Plans	\$11,700.00
Task 6	Signing & Striping Plans	\$19,800.00
Task 7	Special Provisions	\$3,800.00
Task 8	Exhibits, Estimates and Files	\$3,400.00
Task 9	Meetings and Coordination	\$3,800.00
Task 10	Construction Support Services	\$4,800.00
Task 11	Reimbursable Expenses (Estimated)	\$500.00
TOTAL		\$126,030.00

PROFESSIONAL FEE FOR SERVICES

Client agrees to compensate Consultant for civil engineering services for a fixed fee amount of \$125,5300.00, and Reimbursables Expenses on a Time and Materials basis of \$500.00.

EXTRA WORK

Client agrees to pay Consultant compensation for all authorized extra work at the hourly rates set forth in the attached Rate Schedule. All such extra work shall be authorized by the Client prior to commencing such work.

FEE ADJUSTMENTS

Client understands and agrees that the fees quoted for the services to be performed are subject to an annual increase on October 1st of each year, beginning in 2023. The percentage increases (if any) shall apply only to the unexpended portion of the total Agreement amount remaining on each such October adjustment date. The adjustment will be in accordance with adjustments in the Master Agreement between the Civil Engineers and Land Surveyors of Southern California and the International Union of Operating Engineers Local No. 12, AFL-CIO.



**ARROW HIGHWAY / FREMONT AVENUE STREET IMPROVEMENTS
CITY OF MONTCLAIR**

PROPOSAL SUBMITTED BY:

Carla Berard, P.E., P.L.S.
CEO

THIS PROPOSAL DATED JANUARY 24, 2023, IS ACCEPTED BY:

Signature

Dated: _____

Name Printed

Infrastructure Fund Capital Project Funding Information

Project Name: Arrow Hwy & Fremont Ave Improvement Project

Project Details: Storm Drain Extension & Street Improvements to coordinate with Village Partners Development

Preparation Date: March 27, 2023 Department: Public Works

Project No. (Assigned by Finance): 19036 Contact/Ext.: Rosemary Hoerning, x-446

Phase	Fiscal Years					Total	Fund/Program
	Prior Years	2019/2020	2020/2021	2021/2022	2022/2023		
Environmental							
Design				89,000.00		89,000.00	Successor Agency
KOA	481,200.00					481,200.00	251
LD King & AGA					364,000.00	364,000.00	Successor Agency
R/W Acquisition					14,000.00	14,000.00	Sewer
Construction							
Total	481,200.00	0.00	0.00	89,000.00	378,000.00	948,200.00	

Approvals: _____ By: _____ Date: _____

Department: _____

Finance By: _____ Date: _____

City Council Date: April 3, 2023

Revision Number: _____

Total Project Cost: 948,200.00



CITY COUNCIL AGENDA REPORT

DATE:	APRIL 3, 2023	FILE I.D.:	PKG275
SECTION:	CONSENT - RESOLUTIONS	DEPT.:	PUBLIC WORKS
ITEM NO.:	1	PREPARER:	M. HEREDIA
SUBJECT:	CONSIDER ADOPTION OF RESOLUTION NO. 23-3401 RESCINDING AND REPLACING RESOLUTION NO. 17-3145 DESIGNATING RESTRICTED PARKING ON PUBLIC STREETS AND ALLEYS TO INCLUDE RESTRICTED PARKING ON THE SOUTH SIDE OF ORCHARD STREET FRONTING SUNSET PARK		

REASON FOR CONSIDERATION: Staff has encountered issues regarding increasing overnight and extended-term parking at Sunset Park, impacting parking availability for park visitors, residents, and those doing business with the City or attending City events. To allow for the adjustment of parking regulations at City facilities as new issues arise, the City Council is requested to authorize the City Engineer to impose parking time limits or to prohibit parking on designated streets by posting appropriate signs or by markings on curbs, according to Montclair Municipal Code (MMC) Section 8.36.100 – Signs and Markings.

BACKGROUND: Section 22658 of the California Vehicle Code sets forth provisions governing parking regulation by towing or citation. Locally, MMC Chapter 8 currently sets forth regulations concerning stopping, standing, and parking on City streets and other public properties. Additionally, MMC Section 8.16.10 provides that parking restrictions may be adopted by resolution.

The proposed Resolution imposes a two-hour parking limit on the south side of Orchard Street fronting Sunset Park. All other parking restrictions remain the same as previously adopted. Approval of Resolution No. 23-3401 would allow enforcement actions related to violations after the regulations have been posted to deter undesired parking on Orchard Street.

FISCAL IMPACT: The cost to purchase signs, posts, and hardware to implement the recommendations in Resolution No. 23-3401 would be approximately \$500. Funds for the proposed changes are available in the Public Works Fiscal Year 2022-23 Budget.

RECOMMENDATION: Staff recommends the City Council adopt Resolution No. 23-3401 rescinding and replacing Resolution No. 17-3145 designating restricted parking on public streets and alleys to include restricted parking on the south side of Orchard Street fronting Sunset Park.

RESOLUTION NO. 23-3401

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

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

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

WHEREAS, parking restrictions that were adopted by the City Council's adoption of Resolution No. 17-3145 are being rescinded by the adoption of this Resolution to incorporate all restricted parking on public streets in one Resolution; and

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

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

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

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Montclair does hereby rescind Resolution No. 17-3145 and adopt the following parking restriction districts in conformance with Section 8.16.010 of the Montclair Municipal Code:

<i>Street</i>	<i>Hours Parking Restricted</i>
Ada Avenue from Monte Verde Street to its terminus north of Clair Street	Monday 7:00 a.m. to 2:00 p.m.
Ada Avenue West side from State Street to Mission Blvd.	Monday 7:00 a.m. to 2:00 p.m.
Alamitos Street between Norton and Amherst Avenues	Wednesday 7:00 a.m. to 2:00 p.m.
Alamitos Street between Camulos and Felipe Avenues	Wednesday 7:00 a.m. to 2:00 p.m.
Alamitos Street between Camulos and Felipe Avenues	During school sessions, except by permit 7:00 a.m. to 4:00 p.m.
Alamitos Street between Rose and Saratoga Avenues	Thursday 7:00 a.m. to 2:00 p.m.
Alamitos Street from Del Mar Avenue west to its terminus	Thursday 7:00 a.m. to 2:00 p.m.

Allesandro Street between Ramona and Felipe Avenues	Tuesday 7:00 a.m. to 2:00 p.m.
Amherst Avenue between San Bernardino and Alamitos Streets	Wednesday 7:00 a.m. to 2:00 p.m.
Amherst Avenue between Benito and Rudisill Streets	Wednesday 7:00 a.m. to 2:00 p.m.
Amherst Avenue from Clair Street north to its terminus	Monday 7:00 a.m. to 2:00 p.m.
Amherst Avenue between Fauna and Evert Streets	Monday 7:00 a.m. to 2:00 p.m.
Amherst Avenue west side between Kingsley Street and Holt Boulevard	Monday 7:00 a.m. to 2:00 p.m.
Amherst Avenue east side between Kingsley Street and Holt Boulevard	Tuesday 7:00 a.m. to 2:00 p.m.
Amherst Avenue west side between alleyway at 10440 Amherst Avenue and 175 feet to the south	Permit parking only
Amherst Avenue west side between Holt Boulevard and 185 feet to the north	2:00 a.m. to 6:00 a.m.
Armsley Street from Columbine Avenue east to its terminus	Tuesday 7:00 a.m. to 2:00 p.m.
Armsley Street between Vernon and Del Mar Avenues	Tuesday 7:00 a.m. to 2:00 p.m.
Arrow Highway on the south side In front of 4961 Arrow Highway	No Stopping at any time
Arrow Highway on the north side between Central Avenue and the San Antonio Channel	No Parking at any time
Arrow Highway on the south side 250 feet east of Rose Avenue to Vernon Avenue	No parking any time
Bandera Street from Amherst Avenue west to its terminus	Monday 7:00 a.m. to 2:00 p.m.
Bandera Street on the north side between Lehigh and Monte Vista Avenues	Monday 7:00 a.m. to 2:00 p.m.
Bandera Street, on the south side between Lehigh and Monte Vista Avenues	Tuesday 7:00 a.m. to 2:00 p.m.
Bandera Street on the south side from 4379 to 4395 Bandera Street	Permit parking only
Bandera Street on the south side from 4594 to 4773 Bandera Street	Permit parking only
Bandera Street on the north side between Monte Vista and Central Avenues	Monday 7:00 a.m. to 2:00 p.m.
Bandera Street on the south side between Monte Vista Avenue and a point 600 feet west of Central Avenue	Monday 7:00 a.m. to 2:00 p.m.

Bandera Street on the south side from 5065 Bandera Street to a point 175 feet west	No parking any time
Bandera Street from Benson Avenue west to its terminus	Monday 7:00 a.m. to 2:00 p.m.
Bel Air Avenue between Caroline and Deodar Streets	Tuesday 7:00 a.m. to 2:00 p.m.
Bel Air Avenue between Cambridge and San Bernardino Streets	Tuesday 7:00 a.m. to 2:00 p.m.
Bel Air Avenue from Benito Street north to its terminus	Thursday 7:00 a.m. to 2:00 p.m.
Bel Air Avenue between Benito and Orchard Streets	Monday 7:00 a.m. to 2:00 p.m.
Bel Air Avenue between Orchard and Kingsley Streets	Monday 7:00 a.m. to 2:00 p.m.
Benito Street between Mills and Ramona Avenues	Wednesday 7:00 a.m. to 2:00 p.m.
Benito Street on the south side between Camulos and Ramona Avenues	Monday through Friday 7:00 a.m. to 4:00 p.m., except by permit
Benito Street on the south side between Ramona and Camulos Avenues	Wednesday 7:00 a.m. to 2:00 p.m.
Benito Street on the south side between Camulos and Helena Avenues	No stopping any time
Benito Street on the north side between Ramona and Monte Vista Avenues	7:00 a.m. to 4:00 p.m. during school sessions, 1-hour parking except by permit
Benito Street on the south side between Helena Avenue and 190 feet east	Bus loading zone
Benito Street on the south side from a point 190 feet east of Helena Avenue east to a point 650 feet west of the centerline of Monte Vista Avenue	7:00 a.m. to 4:00 p.m. During school sessions, 20-minute parking except by permit
Benito Street on the south side from Monte Vista Avenue to a point 200 feet west of Greenwood Avenue	Thursday 7:00 a.m. to 2:00 p.m.
Benito Street between Monte Vista and Fremont Avenues	Thursday 7:00 a.m. to 2:00 p.m.
Benito Street on the south side from Central Avenue to a point 200 feet west of Poulsen Avenue	Thursday 7:00 a.m. to 2:00 p.m.
Benito Street on the north side between Central and Benson Avenues	Thursday 7:00 a.m. to 2:00 p.m.
Benito Street on the south side between Central and Vernon Avenues	Thursday 7:00 a.m. to 2:00 p.m.
Benito Street on the south side between Vernon and Bel Air Avenues	Thursday 7:00 a.m. to 2:00 p.m.
Benito Street on the south side between Bel Air and Benson Avenues	Monday 7:00 a.m. to 2:00 p.m.

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

Bolton Avenue between Fauna and Flora Streets	Thursday 7:00 a.m. to 2:00 p.m.
Bonnie Brae Street between Mills and Felipe Avenues	Wednesday 7:00 a.m. to 2:00 p.m.
Bonnie Brae Street north side between Pradera and Ramona Avenues	Thursday 7:00 a.m. to 2:00 p.m.
Bonnie Brae Street between Columbine and Vernon Avenues	Tuesday 7:00 a.m. to 2:00 p.m.
Bonnie Brae Street between Vernon and Del Mar Avenues	Tuesday 7:00 a.m. to 2:00 p.m.
4461 Brooks Street east to Ramona Ave.	No parking any time
4500 Brooks Street West to its terminus	No parking this tract Vehicles over 10,000 GVW
4570 Brooks Street west to Ramona Ave.	No parking any time
4650 Brooks Street	No parking Vehicles over 10,000 GVW
4660 Brooks Street	No parking Vehicles over 10,000 GVW
4664 Brooks Street	No parking Vehicles over 10,000 GVW
Brooks Street on the south side from Monte Vista Avenue west to a point 895 feet west of Monte Vista Avenue	No parking Vehicles over 10,000 GVW
Brooks Street on the south side from Ramona Avenue to a point 535 feet east of Ramona Avenue	No parking any time
Brooks Street from Benson Avenue west to its terminus	Daily 9:00 p.m. to 7:00 a.m.
Buckskin Avenue between Mane and Rawhide Streets	Monday 7:00 a.m. to 2:00 p.m.
Buckskin Avenue between Phillips Boulevard and Monte Verde Street	Monday 7:00 a.m. to 2:00 p.m.
Buckskin Avenue from Saddleback Street north to its terminus	Monday 7:00 a.m. to 2:00 p.m.
Butterfield Avenue from Phillips Boulevard north to its terminus	Monday 7:00 a.m. to 2:00 p.m.
Camarena Avenue between Rosewood and Benito Streets	Thursday 7:00 a.m. to 2:00 p.m.
Camarena Avenue between Fauna and Kingsley Streets	Monday 7:00 a.m. to 2:00 p.m.
Camarena Avenue between Howard and Saddleback Streets	Monday 7:00 a.m. to 2:00 p.m.
Camarena Avenue between Bandera and Manzanita Streets	Monday 7:00 a.m. to 2:00 p.m.
Cambridge Street between Pradera and Ramona Avenues	Wednesday 7:00 a.m. to 2:00 p.m.

Cambridge Street from Surrey Avenue east to its terminus	Wednesday 7:00 a.m. to 2:00 p.m.
Cambridge Street from Del Mar Avenue to its terminus west of Vernon Avenue	Tuesday 7:00 a.m. to 2:00 p.m.
Camulos Avenue between Arrow Highway and Oakdale Street	Tuesday 7:00 a.m. to 2:00 p.m.
Camulos Avenue between Allesandro and Moreno Streets	Tuesday 7:00 a.m. to 2:00 p.m.
Camulos Avenue from San Jose Street north to its terminus	Tuesday 7:00 a.m. to 2:00 p.m.
Camulos Avenue between La Denev and Hawthorne Streets	Wednesday 7:00 a.m. to 2:00 p.m.
Camulos Avenue from Bonnie Brae Street north to its terminus	Wednesday 7:00 a.m. to 2:00 p.m.
Camulos Avenue between Palo Verde and Harvard Streets	Wednesday 7:00 a.m. to 2:00 p.m.
Camulos Avenue between Rosewood and Benito Streets	Wednesday 7:00 a.m. to 2:00 p.m.
Camulos Avenue between State and Dale Streets	No parking any time
Camulos Avenue between Alamitos and Benito Streets	7:00 a.m. to 4:00 p.m. during school sessions, except by permit
Camulos Avenue on the west side between Benito and Orchard Streets	Wednesday 7:00 a.m. to 2:00 p.m.
Camulos Avenue on the west side between Benito and Orchard Streets	7:00 a.m. to 4:00 p.m. during school sessions, except by permit
Camulos Avenue between Orchard and Kingsley Streets	Monday 7:00 a.m. to 2:00 p.m.
Canary Court from Ramona Avenue east and then north to its terminus	Monday 7:00 a.m. to 2:00 p.m.
Canoga Street on the north side between Ramona and Monte Vista Avenues	Tuesday 7:00 a.m. to 2:00 p.m.
Canoga Street on the south side between Ramona and Monte Vista Avenues	Monday 7:00 a.m. to 2:00 p.m.
Canoga Street between Fremont and Monte Vista Avenues	Monday 7:00 a.m. to 2:00 p.m.
Canoga Street from Marion Avenue east to its terminus	Monday 7:00 a.m. to 2:00 p.m.
Carlton Street from Monte Vista Avenue east to its terminus	Monday 7:00 a.m. to 2:00 p.m.
Caroline Street between Bel Air Avenue to its terminus east of Del Mar Avenue	Tuesday 7:00 a.m. to 2:00 p.m.
Carriage Avenue from Grand Avenue north to its terminus	Monday 7:00 a.m. to 2:00 p.m.

Carriage Avenue on the west side between Phillips Boulevard and Ramona Place	Monday 7:00 a.m. to 2:00 p.m.
Carriage Avenue between Rawhide Street and Mission Boulevard	Monday 7:00 a.m. to 2:00 p.m.
Carrillo Avenue between El Morado and Orchard Streets	Thursday 7:00 a.m. to 2:00 p.m.
Carrillo Avenue from Palo Verde Street north to its terminus	Tuesday 7:00 a.m. to 2:00 p.m.
Carrillo Avenue on the west side to its terminus north of Palo Verde Street	Permit Parking Only Everyday 7:00 a.m. to 5:00 p.m.
Carrillo Avenue from Saddleback north to its terminus	Monday 7:00 a.m. to 2:00 p.m.
Carrillo Avenue between San Bernardino and Palo Verde Streets	Tuesday 7:00 a.m. to 2:00 p.m.
Central Avenue on the west side between the north City Limits and Arrow Hwy.	No Parking at any time
Central Avenue on the east side between the north City Limits and San Bernardino Street	No stopping any time
Central Avenue on the west side between Arrow Highway and Palo Verde Street	No stopping any time
Central Avenue between Benito and Orchard Streets	Thursday 7:00 a.m. to 2:00 p.m.
Central Avenue on the west side between San Bernardino and Benito Streets	No Parking at any time
Central Avenue on the east side between San Bernardino and Benito Streets	Thursday 7:00 a.m. to 2:00 p.m.
Central Avenue on the west side between Kingsley and Orchard Streets	No Parking at any time
Central Avenue service road from its beginning to its terminus	No Parking at any time
Central Avenue on the west side from Howard Street to a point 420 feet north	No Parking at any time
Clair Street from Kimberly Avenue to its terminus west of Essex Avenue	Monday 7:00 a.m. to 2:00 p.m.
Clair Street between Marion and Ada Avenues	Monday 7:00 a.m. to 2:00 p.m.
Clair Street between Whitewater and Coalinga Avenues	Monday 7:00 a.m. to 2:00 p.m.
Coalinga Avenue from Howard Street South to its terminus	Monday 7:00 a.m. to 2:00 p.m.
Coalinga Avenue between Rosewood and Benito Streets	Thursday 7:00 a.m. to 2:00 p.m.

Coalinga Avenue between Fauna and Kingsley Streets	Monday 7:00 a.m. to 2:00 p.m.
College Avenue from Howard Street to a point 650 feet south	Monday 7:00 a.m. to 2:00 p.m.
Columbine Avenue between Deodar and San Jose Streets	Tuesday 7:00 a.m. to 2:00 p.m.
Columbine Avenue between La Deney and Bonnie Brae Streets	Tuesday 7:00 a.m. to 2:00 p.m.
Columbine Avenue between Rosewood and Benito Streets	Thursday 7:00 a.m. to 2:00 p.m.
Columbine Avenue between Granada and Rudisill Streets	Thursday 7:00 a.m. to 2:00 p.m.
Columbine Avenue between Fauna and Evert Streets	Monday 7:00 a.m. to 2:00 p.m.
Dale Street between Camulos and Ramona Avenues	No Parking at any time
Deer Creek Avenue between Grand Avenue north and Grand Avenue south	Monday 7:00 a.m. to 2:00 p.m.
Del Mar Avenue between Caroline and San Jose Streets	Tuesday 7:00 a.m. to 2:00 p.m.
Del Mar Avenue between San Jose and Palo Verde Streets	Tuesday 7:00 a.m. to 2:00 p.m.
Del Mar Avenue between Yale and Cambridge Streets	Tuesday 7:00 a.m. to 2:00 p.m.
Del Mar Avenue from Benito Street north to its terminus	Thursday 7:00 a.m. to 2:00 p.m.
Del Mar Avenue between Benito and Orchard Streets	Monday 7:00 a.m. to 2:00 p.m.
Del Mar Avenue between Orchard and Kingsley Streets	Monday 7:00 a.m. to 2:00 p.m.
Denver Street between Pradera and Amherst Avenues	Wednesday 7:00 a.m. to 2:00 p.m.
Denver Street between Ramona Avenue west to its terminus	Wednesday 7:00 a.m. to 2:00 p.m.
Denver Street from Camulos Avenue west to its terminus	Wednesday 7:00 a.m. to 2:00 p.m.
Denver Street from Camulos Avenue west to its terminus	7:00 a.m. to 4:00 p.m. during school sessions, except by permit
Denver Street between Greenwood and Monte Vista Avenues	Thursday 7:00 a.m. to 2:00 p.m.
Denver Street between Greenwood and Monte Vista Avenues	7:00 a.m. to 4:00 p.m. during school sessions, except by permit
Denver Street from Monte Vista Avenue east to its terminus	Thursday 7:00 a.m. to 2:00 p.m.
Denver Street between Rose and Columbine Avenues	Thursday 7:00 a.m. to 2:00 p.m.

Denver Street between Bel Air and Del Mar Avenues	Monday 7:00 a.m. to 2:00 p.m.
Deodar Street between its terminus west of Columbine Avenue to its terminus east of Del Mar Avenue	Tuesday 7:00 a.m. to 2:00 p.m.
El Morado Street from Ramona Avenue west to its terminus	Wednesday 7:00 a.m. to 2:00 p.m.
El Morado Street from Camulos Avenue west to its terminus	Wednesday 7:00 a.m. to 2:00 p.m.
El Morado Street from Camulos Avenue west to its terminus	7:00 a.m. to 4:00 p.m. during school sessions, except by permit
El Morado Street between Tudor and Monte Vista Avenues	Thursday 7:00 a.m. to 2:00 p.m.
El Morado Street between Marion and Central Avenues	Thursday 7:00 a.m. to 2:00 p.m.
El Morado Street between Rose and Vernon Avenues	Thursday 7:00 a.m. to 2:00 p.m.
Essex Avenue between Howard and Clair Streets	Monday 7:00 a.m. to 2:00 p.m.
Evert Street between Mills and Pradera Avenues	Monday 7:00 a.m. to 2:00 p.m.
Evert Street on the north side between Amherst and Pradera Avenues	Daily 12:00 a.m. to 5:00 a.m. Monday 7:00 a.m. to 2:00 p.m.
Evert Street on the south side between Pradera and Amherst Avenues	Monday 7:00 a.m. to 2:00 p.m.
Evert Street from Ramona Avenue east to its terminus	Monday 7:00 a.m. to 2:00 p.m.
Evert Street between Felipe and Tudor Avenues	Thursday 7:00 a.m. to 2:00 p.m.
Evert Street from Coalinga Avenue east to its terminus	Monday 7:00 a.m. to 2:00 p.m.
Evert Street from Marion Avenue east to its terminus	Monday 7:00 a.m. to 2:00 p.m.
Evert Street from Rose Avenue east to its terminus	Monday 7:00 a.m. to 2:00 p.m.
Evert Street between Saratoga and Columbine Avenues	Monday 7:00 a.m. to 2:00 p.m.
Exeter Avenue between Palo Verde and La Deney Streets	Tuesday 7:00 a.m. to 2:00 p.m.
Exeter Avenue between Princeton and San Bernardino Streets	Tuesday 7:00 a.m. to 2:00 p.m.
Fauna Street between Oak Glen and Amherst Avenues	Monday 7:00 a.m. to 2:00 p.m.
Fauna Street between Lehigh and Kimberly Avenues	Monday 7:00 a.m. to 2:00 p.m.

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

Fremont Avenue on the east side from Howard Street to a point 120 feet south of Saddleback Street	Monday 7:00 a.m. to 2:00 p.m.
Fremont Avenue on the west side from Howard Street to a point 120 feet south of Grand Avenue	Monday 7:00 a.m. to 2:00 p.m.
Fremont Avenue between Mission Boulevard and Howard Street	Monday 7:00 a.m. to 2:00 p.m.
Fremont Avenue on the west side from Mission Blvd north to a point 470 feet	No Parking at any time
Fremont Avenue on the east side between Moreno and Olive Streets	No Parking at any time
Fremont Avenue on the west side between Olive and Moreno Streets	Tuesday 7:00 a.m. to 2:00 p.m.
Fremont Avenue on the west side between Palo Verde and San Bernardino Streets	Thursday 7:00 a.m. to 2:00 p.m.
Fremont Avenue on the east side between Palo Verde and San Bernardino Streets	Tuesday 7:00 a.m. to 2:00 p.m.
Fremont Avenue on the east side from Palo Verde Street south to 9633 Fremont Avenue	Permit parking only
Fremont Avenue on the west side between Benito and San Bernardino Streets	Thursday 7:00 a.m. to 2:00 p.m.
Fremont Avenue on the east side between Benito and San Bernardino Streets	Tuesday 7:00 a.m. to 2:00 p.m.
Fremont Avenue between Benito and Orchard Streets	Thursday 7:00 a.m. to 2:00 p.m.
Fremont Avenue between Orchard and Kingsley Streets	Monday 7:00 a.m. to 2:00 p.m.
Fremont Avenue between Bandera and Kingsley Streets	Monday 7:00 a.m. to 2:00 p.m.
Galena Avenue between Rosewood and Benito Streets	Wednesday 7:00 a.m. to 2:00 p.m.
Galena Avenue between Rosewood and Benito Streets	7:00 a.m. to 4:00 p.m. during school sessions, except by permit
Galena Avenue from Fauna Street north to its terminus	Thursday 7:00 a.m. to 2:00 p.m.
Geneva Avenue between Olive and Highland Streets	Tuesday 7:00 a.m. to 2:00 p.m.
Geneva Avenue between Rosewood and Benito Streets	Thursday 7:00 a.m. to 2:00 p.m.
Geneva Avenue between Benito and Rudisill Streets	Thursday 7:00 a.m. to 2:00 p.m.
Geneva Avenue between Fauna and Orchard Streets	Monday 7:00 a.m. to 2:00 p.m.

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

Hawthorne Street between Ramona and Camulos Avenues	Wednesday 7:00 a.m. to 2:00 p.m.
Hawthorne Street from Columbine Avenue east to its terminus	Tuesday 7:00 a.m. to 2:00 p.m.
Hawthorne Street between Vernon and Del Mar Avenues	Tuesday 7:00 a.m. to 2:00 p.m.
Helena Avenue from Moreno Street north to its terminus	Tuesday 7:00 a.m. to 2:00 p.m.
Helena Avenue between Palo Verde and San Bernardino Streets	Wednesday 7:00 a.m. to 2:00 p.m.
Helena Avenue between San Bernardino and Benito Streets	Wednesday 7:00 a.m. 2:00 p.m.
Helena Avenue between San Bernardino and Benito Streets	7:00 a.m. to 4:00 p.m. during school sessions, except by permit
Helena Avenue from Fauna Street north to its terminus	Thursday 7:00 a.m. to 2:00 p.m.
Helena Avenue on the west side between Kingsley and Bandera Streets	Monday 7:00 a.m. to 2:00 p.m.
Helena Avenue on the east side between Kingsley and Bandera Streets	Tuesday 7:00 a.m. to 2:00 p.m.
Helena Avenue between Bandera and Manzanita Streets	Monday 7:00 a.m. to 2:00 p.m.
Highland Street between Ramona and Helena Avenues	Tuesday 7:00 a.m. to 2:00 p.m.
Highland Street between Lindero and Geneva Avenues	Tuesday 7:00 a.m. to 2:00 p.m.
Highland Street from Surrey Avenue east to its terminus	Tuesday 7:00 a.m. to 2:00 p.m.
Holt Boulevard on the south side between Central and Rose Avenues	No Parking at any time
5033 Holt Boulevard on the south side	No Parking at any time
Holt Boulevard on the north side from Ramona Avenue to a point 650 feet east of Ramona Avenue	Monday 7:00 a.m. to 2:00 p.m.
Holt Boulevard on the north side from 4370 Holt Blvd. west to Amherst Avenue	Monday 7:00 a.m. to 2:00 p.m.
Holt Boulevard on the north side West from Ramona Avenue to Amherst Avenue	No Parking 2:00 a.m. to 6:00 a.m. 2 Hour Parking
Howard Elementary School 4650 Howard Street	School bus loading zone
Howard Street on the north side between Wesley and Essex Avenues	Monday 7:00 a.m. to 2:00 p.m.
Howard Street on the south side between College Avenue to a point 440 feet east	No stopping School bus loading zone
Howard Street between Essex and Ramona Avenues	Monday 7:00 a.m. to 2:00 p.m.

Howard Street between Monte Vista Ave. and Central Avenues	Monday 7:00 a.m. to 2:00 p.m.
Howard Street on the north side from Monte Vista Avenue to a point 200 feet west of Stagecoach Avenue	Monday 7:00 a.m. to 2:00 p.m.
Howard Street on the south side between Pipeline and College Avenues	Monday 7:00 a.m. to 2:00 p.m.
Howard Street north side from Ramona Avenue east to 4580 Howard Street	Monday 7:00 a.m. to 2:00 p.m.
Howard Street on the south side from Ramona Avenue east to 4695 Howard Street	Monday 7:00 a.m. to 2:00 p.m.
Huntington Drive on the south side from Claremont Boulevard east to its terminus	Tuesday 7:00 a.m. to 2:00 p.m.
James Place from Camulos Avenue east to its terminus	Wednesday 7:00 a.m. to 2:00 p.m.
Kimberly Avenue from Clair Street north to its terminus	Monday 7:00 a.m. to 2:00 p.m.
Kimberly Avenue between Fauna and Kingsley Streets	Monday 7:00 a.m. to 2:00 p.m.
Kimberly Avenue from Howard Street north to its terminus	Monday 7:00 a.m. to 2:00 p.m.
Kimberly Avenue west side between Kingsley and Bandera Streets	Monday 7:00 a.m. to 2:00 p.m.
Kimberly Avenue east side between Kingsley and Bandera Streets	Tuesday 7:00 a.m. to 2:00 p.m.
Kimberly Avenue from Brooks Street south to its terminus	No parking 2:00 a.m. to 6:00 a.m.
Kimberly Avenue between Mane and Merle Streets	Monday 7:00 a.m. to 2:00 p.m.
Kimberly Avenue between San Bernardino and Berkeley Streets	Wednesday 7:00 a.m. to 2:00 p.m.
Kingsley Street on the north side between Mills and Ramona Avenues	Wednesday 7:00 a.m. to 2:00 p.m.
Kingsley Street on the south side between Mills and Ramona Avenues	Monday 7:00 a.m. to 2:00 p.m.
Kingsley Street on the north side between Ramona and Felipe Avenues	Wednesday 7:00 a.m. to 2:00 p.m.
Kingsley Street on the north side between Felipe and Monte Vista Avenues	Thursday 7:00 a.m. to 2:00 p.m.
Kingsley Street on the south side between Ramona and Monte Vista Avenues	Monday 7:00 a.m. to 2:00 p.m.
Kingsley Street on south side between Ramona Avenue and 20 feet east	Disabled parking
Kingsley Street on the north side between Monte Vista and Central Avenues	Wednesday 7:00 a.m. to 2:00 p.m.

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

Mane Street between San Pasqual and Kimberly Avenues	Monday 7:00 a.m. to 2:00 p.m.
Mane Street from Stagecoach Avenue west to its terminus	Monday 7:00 a.m. to 2:00 p.m.
Manzanita Street between Helena and Tudor Avenues	Monday 7:00 a.m. to 2:00 p.m.
Manzanita Street between Monte Vista and Camarena Avenues	Monday 7:00 a.m. to 2:00 p.m.
Marion Avenue between Harvard and Palo Verde Streets	Tuesday 7:00 a.m. to 2:00 p.m.
Marion Avenue between El Morado and Orchard Streets	Thursday 7:00 a.m. to 2:00 p.m.
Marion Avenue between Kingsley and Bandera Streets	Monday 7:00 a.m. to 2:00 p.m.
Marion Avenue between Orchard and Kingsley Streets	Monday 7:00 a.m. to 2:00 p.m.
Marion Avenue between Saddleback and Clair Streets	Monday 7:00 a.m. to 2:00 p.m.
Merle Street between Fremont and Central Avenues	Monday 7:00 a.m. to 2:00 p.m.
Merle Street between Fremont and Poulsen Avenues	Monday 7:00 a.m. to 2:00 p.m.
Merle Street between San Pasqual and Ramona Avenues	Monday 7:00 a.m. to 2:00 p.m.
Mills on the east side between Moreno and San Jose Streets	Tuesday 7:00 a.m. to 2:00 p.m.
Mills Avenue on the east side between San Jose and I-10 Fwy	Wednesday 7:00 a.m. to 2:00 p.m.
Mills Avenue on the east side between 9575 and 9595 Mills Avenue	No Stopping at any time
Mills Avenue on the east side between Palo Verde and San Bernardino Streets	Wednesday 7:00 a.m. to 2:00 p.m.
Mills Avenue on the west side between San Bernardino Street north to American Ave	No Stopping at any time
Mills Avenue on the east side between San Bernardino and Benito Streets	Wednesday 7:00 a.m. to 2:00 p.m.
Mills Avenue on the east side between Benito and Orchard Streets	Wednesday 7:00 a.m. to 2:00 p.m.
Mills Avenue on the east side between Orchard and Kingsley Streets	Monday 7:00 a.m. to 2:00 p.m.
Mills Avenue on the east side between Kingsley Street and Holt Boulevard	Monday 7:00 a.m. to 2:00 p.m.
4780 Mission Boulevard	2-hour parking
4762 Mission Boulevard	2-hour parking
4923 Mission Boulevard	No parking any time
5111 Mission Boulevard	2-hour parking

5141 Mission Boulevard	2-hour parking
Mission Boulevard on the north side from Ada Street west to 5138 Mission Boulevard	No stopping any time
Mission Boulevard on the south side from Central Avenue west to 5141 Mission Boulevard	No stopping any time
Mission Boulevard on the north side from Fremont Avenue east through 5138 Mission Boulevard	2-hour parking
Mission Boulevard on the north side between Fremont and Monte Vista Avenues	No parking any time
Mission Boulevard on the south side from 4925 Mission Boulevard to Fremont Avenue	2-hour parking
Mission Boulevard on the north side from Monte Vista Avenue west through 4790 Mission Boulevard	No parking any time
Mission Boulevard on the north side between Pipeline and Silicon Avenues	2-hour parking
Mission Boulevard on the north side from Pipeline Avenue to the west City limit	No parking any time
Mission Boulevard on the north side from Ramona Avenue east to 4762 Mission Boulevard	No parking any time
Mission Boulevard on the north side from Ramona Avenue to 4284 Mission Boulevard	No parking any time
Mission Boulevard on the south side between Ramona and Monte Vista Avenues	No parking any time
Mission Boulevard on the north side from Silicon Avenue east through 4284 Mission Boulevard	2-hour parking
Mission Boulevard on the south side between the west City limit and Ramona Avenue	No parking any time
Monte Verde Street between Ada and Poulsen Avenues	Monday 7:00 a.m. to 2:00 p.m.
Monte Verde Street from Buckskin Avenue west to its terminus	Monday 7:00 a.m. to 2:00 p.m.
Monte Vista Avenue from Arrow Highway to a point 150 feet north of Richton Street	No Parking at any time
Monte Vista Avenue between Bandera Street and Holt Boulevard	No parking any time
Monte Vista Avenue from Benito Street to a point 220 feet north of Benito Street	Monday through Friday 7:00 a.m. to 6:00 p.m.

Monte Vista Avenue between Benito and Orchard Streets	Thursday 7:00 a.m. to 2:00 p.m.
Monte Vista Avenue on the west side from Harvard Street to a point 300 feet north	Wednesday 7:00 a.m. 2:00 p.m.
Monte Vista Avenue on the east side from Mission Blvd. to a point 77 feet south of Carlton Street	No stopping any time
Monte Vista Avenue on the west side between, Mane Street and Howard Street	Monday 7:00 a.m. to 2:00 p.m.
Monte Vista Avenue on the west side between Mission Blvd. and Mane Street	No stopping any time
Monte Vista Avenue on the east side from a point 77 feet south of Carlton Street to a point 110 feet south of Grand Avenue	Monday 7:00 a.m. to 2:00 p.m.
Monte Vista Avenue on the east side between Moreno Street and Arrow Highway	No Stopping any time
Monte Vista Avenue between Moreno Street and the I-10 Freeway	No stopping any time
Monte Vista Avenue on the west side from Moreno Street to a point 100 feet north of Olive Street	Tuesday 7:00 a.m. to 2:00 p.m.
Monte Vista Avenue on the east side between Orchard and Kingsley Streets	Monday 7:00 a.m. to 2:00 p.m.
Monte Vista Avenue on the west side between Orchard and Kingsley Streets	Thursday 7:00 a.m. to 2:00 p.m.
Monte Vista Avenue on the east side from Orchard Street to a point 400 feet north	No Stopping at any time
Monte Vista Avenue on the east side between San Bernardino and Benito Streets	Thursday 7:00 a.m. to 2:00 p.m.
Monte Vista Avenue on the west side between San Bernardino and Benito Streets	Wednesday 7:00 a.m. 2:00 p.m.
Monte Vista Avenue west side between State Street and Mission Boulevard	No Parking at any time
Monte Vista Avenue east side from Mission Boulevard to a point 375 feet north	No Parking at any time
Moreno Street between Mills Avenue and the San Antonio Channel	Tuesday 7:00 a.m. to 2:00 p.m.
Moreno Street on the north side from Monte Vista Avenue to a point 100 feet west of Surrey Avenue	Tuesday 7:00 a.m. to 2:00 p.m.
Moreno Street on the north side between Lindero and Monte Vista Avenues	No Parking any time

Moreno Street on the north side between Fremont Avenue to a point 100 feet west of Lindero Avenue	Tuesday 7:00 a.m. to 2:00 p.m.
Moreno Street on the north side between Fremont and Central Avenues	No stopping any time
Moreno Street on the south side between Monte Vista and Central Avenues	No parking any time
Moreno Street on the north side from Del Mar Avenue to a point 300 feet east of Vernon Avenue	Tuesday 7:00 a.m. to 2:00 p.m.
Norton Avenue between Alamitos and Benito Streets	Wednesday 7:00 a.m. to 2:00 p.m.
Oak Glen Avenue between Fauna and Evert Streets	Monday 7:00 a.m. to 2:00 p.m.
Oak Glen Avenue from Holt Boulevard south to its terminus	Monday 7:00 a.m. to 2:00 p.m.
Oakdale Street from Ramona Avenue to its terminus east of Felipe Avenue	Tuesday 7:00 a.m. 2:00 p.m.
Olive Street between Ramona and Helena Avenues	Tuesday 7:00 a.m. 2:00 p.m.
Olive Street between Surrey and Monte Vista Avenues	Tuesday 7:00 a.m. 2:00 p.m.
Olive Street from Fremont Avenue west to its terminus	No Parking at any time
Olive Street from Monte Vista Avenue East to its terminus	Tuesday 7:00 a.m. 2:00 p.m.
Olive Street between Central and Vernon Avenues	Tuesday 7:00 a.m. 2:00 p.m.
Orchard Street on the north side between Mills and Ramona Avenues	Wednesday 7:00 a.m. to 2:00 p.m.
Orchard Street on the south side between Mills and Ramona Avenues	Monday 7:00 a.m. to 2:00 p.m.
Orchard Street on the south side fronting Sunset Park	2-hour parking
Orchard Street on the north side between Ramona and Camulos Avenues	Wednesday 7:00 a.m. to 2:00 p.m.
Orchard Street on the south side between Ramona and Felipe Avenues	Monday 7:00 a.m. to 2:00 p.m.
Orchard Street on the north side from Monte Vista Avenue to a point 120 feet west of Tudor Avenue	Thursday 7:00 a.m. to 2:00 p.m.
Orchard Street on the south side between Tudor and Monte Vista Avenues	Thursday 7:00 a.m. to 2:00 p.m.
Orchard Street on the north side from Fremont Avenue to a point 100 feet west of Lindero Avenue	Thursday 7:00 a.m. to 2:00 p.m.
Orchard Street on the north side between Fremont to Central Avenues	Thursday 7:00 a.m. to 2:00 p.m.

Orchard Street on the south side between Geneva and Monte Vista Avenues	7:00 a.m. to 4:00 p.m. during school sessions except by permit
Orchard Street on the south side between Monte Vista and Central Avenues	Monday 7:00 a.m. to 2:00 p.m.
Orchard Street on the north side between Central and Vernon Avenues	Thursday 7:00 a.m. to 2:00 p.m.
Orchard Street on the north side between Vernon and Bel Air Avenues	Thursday 7:00 a.m. to 2:00 p.m.
Orchard Street on the north side between Bel Air and Benson Avenues	Monday 7:00 a.m. 2:00 p.m.
Orchard Street on the south side between Central and Benson Avenues	Monday 7:00 a.m. to 2:00 p.m.
Palo Verde Street on the north side from Central Avenue to a point of 210 feet west	No Parking at any time
Palo Verde Street on the north side from Mills Avenue to a point 470 feet east	No Parking at any time
Palo Verde Street between Central and Benson Avenues	Wednesday 7:00 a.m. to 2:00 p.m.
Pipeline Avenue on the east side from Howard Street south to 11171 Pipeline Avenue	Monday 7:00 a.m. to 2:00 p.m.
Poulsen Avenue between Benito and Orchard Street	Thursday 7:00 a.m. to 2:00 p.m.
Poulsen Avenue between Clair and Howard Streets	Monday 7:00 a.m. to 2:00 p.m.
Poulsen Avenue between Clair and Monte Verde Streets	Monday 7:00 a.m. to 2:00 p.m.
Poulsen Avenue between Merle and Howard Streets	Monday 7:00 a.m. to 2:00 p.m.
Poulsen Avenue between Orchard and Kingsley Streets	Monday 7:00 a.m. to 2:00 p.m.
Poulsen Avenue between Yale and Harvard Streets	Tuesday 7:00 a.m. 2:00 p.m.
Pradera Avenue west side between La Deney and Bonnie Brae Streets	Wednesday 7:00 a.m. to 2:00 p.m.
Pradera Avenue east side between La Deney and Bonnie Brae Streets	Thursday 7:00 a.m. to 2:00 p.m.
Pradera Avenue from San Bernardino Court north to its terminus north of Cambridge Street	Wednesday 7:00 a.m. to 2:00 p.m.
Pradera Avenue between Berkeley and Benito Streets	Wednesday 7:00 a.m. to 2:00 p.m.
Pradera Avenue between Benito and Orchard Streets	Wednesday 7:00 a.m. to 2:00 p.m.
Pradera Avenue between Orchard and Fauna Streets	Monday 7:00 a.m. to 2:00 p.m.

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

Ramona Avenue on the west side from Mission Boulevard to a point 295 feet south	No Parking at any time
Ramona Avenue on the west side between Grand Avenue and Howard Street	No stopping any time
Ramona Avenue on the east side between Mission and Phillips Boulevards	No stopping any time
Rawhide Street from Buckskin Avenue east to its terminus	Monday 7:00 a.m. to 2:00 p.m.
Rawhide Street from Stallion Avenue east to its terminus	Monday 7:00 a.m. to 2:00 p.m.
Rawhide Street from Stallion Avenue west to its terminus	Monday 7:00 a.m. to 2:00 p.m.
Richton Street between Monte Vista and Central Avenues	No stopping any time
Rodeo Street between Fremont and Whitewater Avenues	Monday 7:00 a.m. to 2:00 p.m.
Rodeo Street from San Pasqual Avenue east to its terminus	Monday 7:00 a.m. to 2:00 p.m.
Rodeo Street from Shetland Avenue east to its terminus	Monday 7:00 a.m. to 2:00 p.m.
Rodeo Street from Stagecoach Avenue east to its terminus	Monday 7:00 a.m. to 2:00 p.m.
Rodeo Street from Wesley Avenue west to its terminus	Monday 7:00 a.m. to 2:00 p.m.
Rose Avenue between San Jose and Palo Verde Streets	Tuesday 7:00 a.m. to 2:00 p.m.
Rose Avenue between San Bernardino and Benito Streets	Thursday 7:00 a.m. to 2:00 p.m.
Rose Avenue between Benito and Orchard Streets	Thursday 7:00 a.m. to 2:00 p.m.
Rose Avenue between Flora and Kingsley Streets	Monday 7:00 a.m. to 2:00 p.m.
Rose Avenue between Holt Boulevard and Brooks Street	Daily 9:00 p.m. to 7:00 a.m.
Rosewood Street between San Bernardino Street west to its terminus	Wednesday 7:00 a.m. to 2:00 p.m.
Rosewood Street between Helena and Camulos Avenues	Wednesday 7:00 a.m. 2:00 p.m.
Rosewood Street between Bolton and Monte Vista Avenues	Wednesday 7:00 a.m. 2:00 p.m.
Rosewood Street between Fremont and Monte Vista Avenues	Thursday 7:00 a.m. 2:00 p.m.
Rosewood Street between Monte Vista and Ramona Avenues	7:00 a.m. to 4:00 p.m. during school sessions, except by permit

Rosewood Street between Rose and Vernon Avenues	Thursday 7:00 a.m. to 2:00 p.m.
Rudisill Street between Mills and Amherst Avenues	Wednesday 7:00 a.m. to 2:00 p.m.
Rudisill Street from Camulos Avenue west to its terminus	Wednesday 7:00 a.m. to 2:00 p.m.
Rudisill Street from Camulos Avenue west to its terminus	7:00 a.m. to 2:00 p.m. during school sessions except by permit
Rudisill Street between Lindero and Geneva Avenues	Thursday 7:00 a.m. to 2:00 p.m.
Rudisill Street between Rose and Columbine Avenues	Thursday 7:00 a.m. to 2:00 p.m.
Saddleback Street between Fremont and Carrillo Avenues	Monday 7:00 a.m. to 2:00 p.m.
Saddleback Street between Fremont and Whitewater Avenues	Monday 7:00 a.m. to 2:00 p.m.
Saddleback Street between Poulsen and Central Avenues	Monday 7:00 a.m. to 2:00 p.m.
Saddleback Street between Coalinga and Camarena Avenues	Monday 7:00 a.m. to 2:00 p.m.
Saddleback Street between Ramona and Carriage Avenues	Monday 7:00 a.m. to 2:00 p.m.
San Bernardino Court between San Bernardino Street and Mills Avenue	Wednesday 7:00 a.m. to 2:00 p.m.
San Bernardino Street between Mills and Ramona Avenues	Wednesday 7:00 a.m. to 2:00 p.m.
San Bernardino Street on the north side from San Bernardino Court to a point 400 feet east of Mills Avenue	No Parking at any time
San Bernardino Street on the north side from Helena Avenue to a point 300 feet west	Wednesday 7:00 a.m. to 2:00 p.m.
San Bernardino Street on the north side between Helena and Monte Vista Avenues	Wednesday 7:00 a.m. to 2:00 p.m.
San Bernardino Street on the south side between Ramona Avenue and the San Antonio Channel	Wednesday 7:00 a.m. to 2:00 p.m.
San Bernardino Street on the south side between Helena and Monte Vista Avenues	Thursday 7:00 a.m. to 2:00 p.m.
San Bernardino Street on the north side between Fremont and Central Avenues	Tuesday 7:00 a.m. to 2:00 p.m.
San Bernardino Street on the south side between Fremont and Central Avenues	Thursday 7:00 a.m. to 2:00 p.m.
San Bernardino Street on the north side between Central and Benson Avenues	Tuesday 7:00 a.m. to 2:00 p.m.
San Bernardino Street on the south side between Central and Vernon Avenues	Thursday 7:00 a.m. to 2:00 p.m.

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

State Street on the south side between Ramona Avenue to a point 230 feet west	No Stopping at any time
State Street south side from Silicon Avenue west 35 feet	No Parking at any time 7:00 a.m. to 2:00 p.m.
Surrey Avenue between Olive and Moreno Streets	Tuesday 7:00 a.m. to 2:00 p.m.
Surrey Avenue from Harvard Street north to its terminus	Wednesday 7:00 a.m. to 2:00 p.m.
Surrey Avenue between Rosewood and Berkeley Streets	Wednesday 7:00 a.m. 2:00 p.m.
Surrey Avenue between Rosewood and Berkeley Streets	7:00 a.m. to 4:00 p.m. during school sessions, except by permit
Surrey Avenue between Yale and Princeton Streets	Wednesday 7:00 a.m. to 2:00 p.m.
Sycamore Avenue between Olive and Moreno Streets	Tuesday 7:00 a.m. to 2:00 p.m.
Tudor Avenue from Harvard Street north to its terminus	Wednesday 7:00 a.m. to 2:00 p.m.
Tudor Avenue between Rosewood and Berkeley Streets	Wednesday 7:00 a.m. 2:00 p.m.
Tudor Avenue between Rosewood and Berkeley Streets	7:00 a.m. to 4:00 p.m. during school sessions except by permit
Tudor Avenue between El Morado and Orchard Streets	Thursday 7:00 a.m. to 2:00 p.m.
Tudor Avenue between Orchard and Kingsley Streets	Thursday 7:00 a.m. to 2:00 p.m.
Tudor Avenue between Bandera and Manzanita Streets	Monday 7:00 a.m. to 2:00 p.m.
Vernon Avenue from Deodar Street north to its terminus	Tuesday 7:00 a.m. to 2:00 p.m.
Vernon Avenue between San Jose and Palo Verde Streets	Tuesday 7:00 a.m. to 2:00 p.m.
Vernon Avenue between Palo Verde and Princeton Streets	Tuesday 7:00 a.m. to 2:00 p.m.
Vernon Avenue on the east side from Benito Street north to 9775 Vernon Avenue	Thursday 7:00 a.m. to 2:00 p.m.
Vernon Avenue on the west side between Benito and Orchard Streets	Thursday 7:00 a.m. to 2:00 p.m.
Vernon Avenue on the east side from a point 320 feet to 550 feet south of San Bernardino Street	Loading zone only
Vernon Avenue between Orchard and Kingsley Streets	Monday 7:00 a.m. to 2:00 p.m.
Vernon Avenue between Kingsley Street and Holt Boulevard	Monday 7:00 a.m. to 2:00 p.m.

Vernon Avenue between Holt Boulevard and Brooks Street	Daily 9:00 p.m. to 7:00 a.m.
Wesley Avenue between Rodeo and Howard Streets	Monday 7:00 a.m. to 2:00 p.m.
Whitewater Avenue from Grand Avenue north to its terminus	Monday 7:00 a.m. to 2:00 p.m.
Whitewater Avenue from Rodeo Street north to its terminus	Monday 7:00 a.m. to 2:00 p.m.
Whitewater Avenue between Saddleback and Clair Streets	Monday 7:00 a.m. to 2:00 p.m.
Yale Street from Surrey Avenue east to its terminus	Wednesday 7:00 a.m. to 2:00 p.m.
Yale Street between Carrillo and Poulsen Avenues	Tuesday 7:00 a.m. 2:00 p.m.
Yale Street from Del Mar Avenue to its terminus west of Vernon Avenue	Tuesday 7:00 a.m. to 2:00 p.m.

APPROVED AND ADOPTED this XX day of XX, 2023.

Mayor

ATTEST:

City Clerk

I, Andrea M. Myrick, City Clerk of the City of Montclair, DO HEREBY CERTIFY that Resolution No. 23-3401 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, 2023, and that it was adopted by the following vote, to-wit:

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

Andrea M. Myrick
City Clerk



CITY COUNCIL AGENDA REPORT

DATE:	APRIL 3, 2023	FILE I.D.:	STA700A
SECTION:	CONSENT - RESOLUTIONS	DEPT.:	PUBLIC WORKS
ITEM NO.:	2	PREPARER:	M. HEREDIA
SUBJECT:	CONSIDER ADOPTION OF RESOLUTION NO. 23-3402 APPROVING THE TREE CITY USA APPLICATION FOR 2023 AND AUTHORIZING THE DIRECTOR OF PUBLIC WORKS TO SIGN THE APPLICATION		

REASON FOR CONSIDERATION: The City is required to meet certain standards to obtain the Tree City USA designation and must submit an application to maintain the status each year. The City Council's adoption of the proposed Resolution, as well as the issuance of a Proclamation declaring April 22, 2022 as Earth Day in the City of Montclair will satisfy the requirements of the application.

The City Council is requested to consider adoption of Resolution No. 23-3402 approving the Tree City USA Application for 2023 and authorizing the Public Works Director to sign the application.

BACKGROUND: As one of the world's largest operating conservation foundations, the Arbor Day Foundation, through its members, partners, and programs, educates and engages stakeholders and communities across the globe to involve themselves in its mission of planting, nurturing and celebrating trees.

Beginning in 1998, the City of Montclair was designated a Tree City USA community. This is an important designation because preference is often given to Tree City USA communities when allocations of grant money are available for trees or forestry program. The Arbor Day Foundation's standards for becoming a Tree City USA community are attached. The City meets the requirements to be recognized as a Tree City USA community based on these standards as follows:

- **Standard 1 – Tree Board or Department and/or Chair/City Manager representation**
The Public Works Department oversees the City's Forestry Program and the Public Works Director can sign the application with the City Council's adoption of Resolution No. 23-3402.
- **Standard 2 – Community Tree Ordinance**
The City Council approved the City of Montclair Tree Policy on January 5, 2004. The policy provides for the protection and preservation of trees planted within the City's rights-of-way and at City facilities.
- **Standard 3 – Forestry Program with an annual budget of at least \$2 per capita**
The City spends an estimated total of \$158,584 annually for the maintenance of trees including planting and tree removal. In the last five years, the City has planted 200 trees.

- **Standard 4 – Earth Day Observance and Proclamation**

The City will observe Saturday, April 22, 2023 as Earth Day. A proclamation will be presented at the April 3, 2023 City Council meeting.

FISCAL IMPACT: There would be no direct fiscal impact on the General Fund related to the City Council’s adoption of Resolution No. 23-3402.

RECOMMENDATION: Staff recommends the City Council adopt Resolution No. 23-3402 approving the Tree City USA application for 2023 and authorizing the Director of Public Works to sign the application.

RESOLUTION NO. 23-3402

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MONTCLAIR APPROVING THE TREE CITY USA APPLICATION FOR 2023 AND AUTHORIZING THE PUBLIC WORKS DIRECTOR TO SIGN THE APPLICATION

WHEREAS, in 1872, J. Sterling Morton proposed to the Nebraska Board of Agriculture that a special day be set aside for the planting of trees; and

WHEREAS, this holiday, called Arbor Day, was first observed with the planting of more than a million trees in Nebraska and Arbor Day is now observed throughout the nation and the world; and

WHEREAS, trees reduce the erosion of our precious topsoil by wind and water, cut heating and cooling costs, moderate the temperature, clean the air, produce oxygen, and provide habitat for wildlife; and

WHEREAS, trees are a renewable resource giving us paper, wood for our homes, fuel for our fires, and countless other wood products; and

WHEREAS, trees in our city increase property values, enhance the economic vitality of business areas, and beautify our community; and

WHEREAS, trees, wherever they are planted, are a source of joy and spiritual renewal; and

WHEREAS, the City of Montclair was previously recognized as a Tree City USA by the National Arbor Day Foundation and desires to continue its tree-planting practices.

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

SECTION 1. The City of Montclair urges all citizens to celebrate Arbor Day and to support efforts to protect our trees and woodlands.

SECTION 2. Saturday, April 22, 2023 shall be declared Earth Day in the City of Montclair.

SECTION 3. The City Council hereby authorizes the Public Works Director to execute the Tree City USA Application.

APPROVED AND ADOPTED this XX day of XX, 2023.

Mayor

ATTEST:

City Clerk

I, Andrea M. Myrick, City Clerk of the City of Montclair, DO HEREBY CERTIFY that Resolution No. 23-3402 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, 2023, 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, OCTOBER 20, 2022, AT 4:00 P.M.
HELD VIA ZOOM TELECONFERENCE**

I. CALL TO ORDER

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

II. ROLL CALL

Present: Council Member Johnson (Chair); Council Member Martinez (Committee Member); City Manager Starr; Director of Community Development Diaz; Director of Economic Development and Housing Fuentes; Director of Public Works/City Engineer Heredia; Engineering Consultant Hoerning; Senior Public Works Inspector Diaz

Absent: Executive Director of Public Safety/Police Chief Avels

III. APPROVAL OF MINUTES

The Committee approved the minutes of the August 18, 2022 meeting.

IV. PUBLIC COMMENT – None

V. PUBLIC WORKS DEPARTMENT UPDATES/ITEMS

A. OPERATIONS

1. MAINTENANCE ACTIVITIES

An Operations Activities Report for September 2022 was included with the agenda. There were no questions or issues with the report.

2. ADDITIONAL ITEMS — None

B. FACILITIES

1. MAINTENANCE ACTIVITIES

A Facilities Activities Report for September 2022 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 (SRTS) Program — Monte Vista Elementary School

Director of Public Works/City Engineer Heredia reported that she met with the school principal and parents at the **Monte Vista Elementary School** regarding

the **SRTS Program** and parking concerns on Orchard Street. She also reported that the striping and the new signage have assisted the Police Department to enforce safety in the area.

Chair Johnson added that the principal of **Monte Vista Elementary** school is appreciative of the work Public Works' staff has completed there.

Additionally, Director of Public Works/City Engineer Heredia mentioned that Public Works staff modified the street sweeping schedule to accommodate the school's entry time. In addition, staff installed stop flashing lights on Bandera Street by **Montera Elementary School**.

2. Parks and Recreation Master Plan

Director of Public Works/City Engineer Heredia reported that she and other staff met with the consultant, **KTU&A**. The City is planning to meet with other stakeholders in the next month.

VI. POLICE DEPARTMENT UPDATE/ITEMS

City Manager Starr reported that a new fire truck was ordered. The purchase order was secured and will be presented to City Council in November 2022. City Manager Starr reported there is consideration to install a security gate at Fire Stations 151 and 152 prompted by trespassing by transients.

VII. COMMUNITY DEVELOPMENT DEPARTMENT PROJECT UPDATES/ITEMS

Community Development Director Diaz reported that the Planning department was working on follow-up items for the **Alexan Kendry II** Project and the **Montclair Station**. He highlighted a meeting with Huntington Drive community residents regarding their concerns regarding the proposed public restroom.

Chair Johnson inquired where the public restroom was to be installed by the Huntington Drive community. The Huntington Drive community opposed the installation of the restroom.

Director of Public Works/City Engineer Heredia relayed the wishes of the Huntington Drive community to **San Bernardino County Transportation Authority (SBCTA)**; therefore, the restroom will not be installed. Additionally, she reported there are new restrooms at the **Montclair Transcenter**.

VIII. CAPITAL PROJECT UPDATES

A. LOCAL PROJECTS

1. Zone 5 & 6 Street Rehabilitation Project

Senior Public Works Inspector Diaz reported that grinding and paving would continue East of Monte Vista Avenue on Grand Avenue for the next two weeks. The current objective is to complete all neighborhoods south of Mission Avenue before the holidays.

2. Transcenter Modular Restroom

Director of Public Works/City Engineer Heredia again highlighted the new restrooms at the **Montclair Transcenter**.

B. REGIONAL PROJECTS

1. I-10 Corridor Project

Public Works Director/City Engineer Heredia communicated that the City's Engineering team spearheaded by Consultant Hoerning generated about twenty recommendations for **Caltrans**. Public Works Director/City Engineer Heredia noted that most recommendations were addressed quickly.

Public Works Director/City Engineer Heredia reported that Monte Vista Avenue is scheduled to be closed on Friday, October 28, 2022, from 9:00 a.m. to 5:00 a.m. on Sunday, October 30, 2022. Also, Monte Vista Avenue westbound offramp will be closed from Friday, November 4, 2022, at 10:00 p.m. to Monday, November 14, 2022, at 5:00 a.m.

IX. COMMITTEE AND CITY MANAGER ITEMS

City Manager Starr commented the City is still trying to secure the 750 million dollars for the **Metro L-Line (Goldline)**. **Metro** received a couple of billion dollars in funding from the state of California. **Metro** would have to grant the funding as part of the **Transit and Intercity Rail Capital Program (TIRCP)**, but this large sum of money has not usually been granted through this program.

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, November 17, 2022.

Submitted for Public Works Committee approval,



Nadia Paz

Transcribing Secretary

**MINUTES OF THE REGULAR MEETING OF THE PUBLIC WORKS
COMMITTEE HELD ON THURSDAY, NOVEMBER 17, 2022, AT 4:00 P.M.
HELD VIA ZOOM TELECONFERENCE**

I. CALL TO ORDER

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

II. ROLL CALL

Present: Council Member Johnson (Chair); Council Member Martinez (Committee Member); Director of Public Works/City Engineer Heredia; Executive Director of Public Safety/Police Chief Avels, Engineering Consultant Hoerning; Engineering Division Manager Stanton; Building Official/Code Enforcement Manager Westerlin

Absent: City Manager Starr; Director of Economic Development and Housing Fuentes; Director of Community Development Diaz

III. APPROVAL OF MINUTES

The Committee approved the minutes of the September 15, 2022 meeting.

IV. PUBLIC COMMENT — None

V. PUBLIC WORKS DEPARTMENT UPDATES/ITEMS

A. OPERATIONS

1. MAINTENANCE ACTIVITIES

An Operations Activities Report for October 2022 was included with the agenda. There were no questions or issues with the report.

2. ADDITIONAL ITEMS — None

B. FACILITIES

1. MAINTENANCE ACTIVITIES

A Facilities Activities Report for October 2022 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 (SRTS) Program — Montera Elementary School

Director of Public Works/City Engineer Heredia reported that a rapid flashing beacon cross walk system was installed at the intersection of Monte Vista Avenue and Bandera Street in coordination with the principal at **Montera Elementary**. The City did not qualify for state grant funding for the additional

crosswalk improvements at this site. However, at the local level, the City may qualify to obtain funding for additional crosswalk improvements.

Additionally, the Public Works Department is working on compiling a list of priority areas, mostly around schools, to convert the current stop signs to flashing LED stop signs that will be funded through the General Fund.

2. Parks and Recreation Master Plan

Director of Public Works/City Engineer Heredia reported that the consultant, **KTU&A**, had a booth at the Spooktacular event and collected over 200 surveys from attendees.

Also, a stakeholder meeting was held last month with an **Ontario-Montclair School District** representative, healthcare agencies, and nonprofits. **KTU&A** has also coordinated meetings with local sports groups. A draft plan should be ready in early 2023.

VI. POLICE DEPARTMENT UPDATE/ITEMS — None

VII. COMMUNITY DEVELOPMENT DEPARTMENT PROJECT UPDATES/ITEMS — None

VIII. CAPITAL PROJECT UPDATES

A. LOCAL PROJECTS

1. Fire Station 2 – Landscaping Project

Consultant Hoerning reported that everything included in the scope of the project was completed: decorative rocks, irrigation, plants, and lighting. City employee, Plans Examiner Dorsey, also an electrical contractor, installed and adjusted the lighting.

2. Community Development Block Grant (CDBG) Area Alleyway Improvements

Engineering Division Manager Stanton stated the contract was awarded to **Gentry Brothers**. A preconstruction meeting is scheduled for late November with **San Bernardino County** CDBG staff.

The project will address the following areas:

- The Amherst Avenue alley between Kingsley Street and Holt Avenue;
- The alley between Harvard Street and Monte Vista Avenue;
- The San Bernardino Street alley between Helena Avenue and Monte Vista Avenue;
- The San Bernardino Street alley between Rose Avenue and Vernon Avenue, near **Vernon Middle School**; and
- The Orchard Street alley between Monte Vista Avenue and Tudor Avenue.

Notices will be sent out to affected properties prior to initiation of the project at each respective location. About three weeks' notice will be given.

B. REGIONAL PROJECTS

1. I-10 Corridor Project

Public Works Director/City Engineer Heredia reported on the I-10 Corridor project on Monte Vista Avenue and Central Avenue. **Caltrans** continues with their daytime and nighttime closures. The undercrossing at Benson Avenue is now open for through traffic.

For three consecutive weekends beginning Friday, November 18, 2022, there will be a 55-hour freeway lane and ramp closure for paving in December. The closure includes three eastbound and westbound lanes on the I-10 Freeway between Fourth Street and Euclid Avenue.

IX. COMMITTEE AND CITY MANAGER ITEMS — None

X. ADJOURNMENT

At 4:16 p.m., Chair Johnson adjourned the meeting of the Public Works Committee.

The Public Works Committee cancelled the next regularly scheduled meeting on Thursday, December 15, 2022 due to a lack of business.

The next meeting of the Public Works Committee is scheduled to be held at 4:00 p.m. on Thursday, January 19, 2023.

Submitted for Public Works Committee approval,



Nadia Paz

Transcribing Secretary

**MINUTES OF THE REGULAR MEETING OF THE PUBLIC WORKS
COMMITTEE HELD ON THURSDAY, FEBRUARY 16, 2023, AT 4:00 P.M.
HELD VIA ZOOM TELECONFERENCE**

I. CALL TO ORDER

Chair Johnson called the meeting to order at 4:00 p.m. Due to a lack of quorum, no actions will be taken and items will be presented as informational only.

II. ROLL CALL

Present: Mayor Pro Tem Johnson (Chair); Director of Public Works/City Engineer Heredia; City Manager Starr; Director of Community Development Diaz

Absent: Council Member Martinez (Committee Member); Executive Director of Public Safety/Police Chief Avels; Director of Economic Development and Housing Fuentes

III. APPROVAL OF MINUTES

Due to a lack of quorum, the Committee did not approve the minutes of the meetings of October 20, 2022 and November 17, 2022. The minutes will be continued to the next meeting.

IV. PUBLIC COMMENT

Mr. Edward Gomez, a resident and board member of Town Center Estates, expressed traffic concerns off Howard Street between Ramona Avenue and Central Avenue. He believes drivers are also racing on Mission Boulevard and Central Avenue.

Chair Johnson and Director of Public Works/City Engineer Heredia will follow up with Public Safety to see how these concerns can be addressed.

Director of Public Works/City Engineer Heredia added that the Ramona Avenue and Howard Street roundabout will hopefully address some of these speeding traffic concerns on Howard Street.

V. PUBLIC WORKS DEPARTMENT UPDATES/ITEMS

A. OPERATIONS

1. MAINTENANCE ACTIVITIES

An Operations Activities Report for December 2022 and January 2023 was included with the agenda. There were no questions or issues with the report.

2. ADDITIONAL ITEMS — None

B. FACILITIES

1. MAINTENANCE ACTIVITIES

A Facilities Activities Report for December 2022 and January 2023 was included with the agenda. There were no questions or issues with the report.

2. ADDITIONAL ITEMS — None

C. ENGINEERING DIVISION

1. Howard Street and Ramona Avenue Roundabout

Director of Public Works/City Engineer Heredia reported that 90 percent plans and specs are complete. The goal is to award the project this fiscal year and begin construction in the Summer of 2023. She believes the roundabout will also address the communities' traffic concerns.

2. Parks and Recreation Master Plan

Director of Public Works/City Engineer Heredia reported that the consultant, **KTU&A**, has a stakeholder meeting this month with the sports groups and a workshop scheduled for March 14, 2023 to discuss findings and recommendations of the plan.

The Draft Parks and Recreation Master Plan will be presented at the City Council Workshop on April 3, 2023.

VI. POLICE DEPARTMENT UPDATE/ITEMS — None

VII. COMMUNITY DEVELOPMENT DEPARTMENT PROJECT UPDATES/ITEMS

Director of Community Development Diaz highlighted three tasks the department is working on: Completing the General Plan update process; adoption of the Arrow Highway Mixed-Use District (AHMUD) Specific Plan; and updating the Housing Element.

Additionally, his department will be addressing the **Montclair Place** mixed-use development and legislative updates regarding SB 9 and other Accessory Dwelling Unit (ADU) laws.

VIII. CAPITAL PROJECT UPDATES

A. LOCAL PROJECTS

1. Alleyway Improvements in CDBG areas

Director of Public Works/City Engineer Heredia reported the project has been completed. The contractor is currently working on punch list items.

Director of Public Works/City Engineer also wanted to highlight the Reeder Ranch Park Project. The City received eight bids ranging from \$5.5 million to \$8.7 million. This will be presented to Council on February 21, 2023. Construction will hopefully start this summer.

B. REGIONAL PROJECTS

1. I-10 Corridor Project

Director of Public Works/City Engineer Heredia reported on the I-10 Corridor project on Monte Vista Avenue and Central Avenue. There is currently a ten-day closure at the westbound on-ramp on Monte Vista Avenue. She continued that the City of Montclair and **Caltrans** is currently discussing and considering the closure of both westbound on and off-ramps on Central Avenue and Monte Vista Avenue.

City Manager Starr added that City staff is trying to persuade **Caltrans** to bifurcate the closure of the on and off ramps. **Caltrans** believes if the City cooperates it will allow them to complete construction sooner. On the contrary, if the City does not cooperate, it will prolong construction.

IX. COMMITTEE AND CITY MANAGER ITEMS

City Manager Starr reported that the City is considering the potential development of a specific plan for the Sphere of Influence (SOI). Items that will be reviewed are development, zoning, economic progress that can be achieved, environmental as well as the cost to the City to annex the area. The City is hoping that the County will participate, so they can pay for the environmental portion of the report. With **San Bernardino County's** participation, the specific plan will cost \$450,000. Without **San Bernardino County's** participation, a feasibility study will cost \$280,000.

City Manager Starr stated that he met with the City's Federal legislative advocate to discuss community benefit grants with earmarks. The City plans on submitting three projects: additional funding for San Antonio Creek Channel Trail, additional park development and affordable housing, and potentially homeless assistance. In the affordable housing area, the City will pursue funding for acquisition and construction as well as assisting senior low-income households and low-income households with property maintenance issues.

City Manager Starr reported the status of the ongoing **Gold Line** funding issue. The request for the \$798 million was submitted by **the Los Angeles Metropolitan Transportation Authority (Metro)** and the **Metro Gold Line Foothill Extension Construction Authority** (Construction Authority) to extend the **Gold Line** from Pomona to Montclair, but no funding was provided. The City is preparing to submit a Public Records Act request to the **California State Transportation Agency (CalSTA)** to produce documents as to what the decision process was.

Under the **Transit and Intercity Rail Capital Program (TIRCP)** process, the City met all the requirements. There is a project that received 400 million dollars in funding, yet their application was submitted incomplete and did not have the support of a transit agency prior to the **TIRCP** deadline.

Approximately, 2.6 billion dollars was distributed to this area and the City did not receive any monies for this project. The City has anticipated funding since 2016.

X. ADJOURNMENT

At 4:23 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, March 16, 2023.

Submitted for Public Works Committee approval,



Nadia Paz

Transcribing Secretary

**MINUTES OF THE MEETING OF THE MONTCLAIR
PERSONNEL COMMITTEE HELD ON MONDAY,
MARCH 20, 2023, AT 6:10 P.M. IN THE CITY
ADMINISTRATIVE OFFICES, 5111 BENITO STREET,
MONTCLAIR, CALIFORNIA**

I. CALL TO ORDER

Mayor Pro Tem Johnson called the meeting to order at 6:10 p.m.

II. ROLL CALL

Present: Mayor Pro Tem Johnson, Council Member Ruh, City Manager Starr, and Assistant City Manager/Director of Human Services Richter

III. APPROVAL OF MINUTES

A. Minutes of the Regular Personnel Committee Meeting of March 6, 2023.

Moved by Council Member Ruh, seconded by Mayor Pro Tem Johnson, and carried unanimously to approve the minutes of the Personnel Committee meeting on March 6, 2023.

IV. PUBLIC COMMENT - None

V. CLOSED SESSION


At 6:11 p.m., the Personnel Committee went into Closed Session regarding personnel matters related to appointments, resignations/terminations, and evaluations of employee performance.

At 6:32 p.m., the Personnel Committee returned from Closed Session. Mayor Pro Tem Johnson stated that no announcements would be made at this time.

VI. ADJOURNMENT

At 6:32 p.m., Mayor Pro Tem Johnson adjourned the Personnel Committee.

Submitted for Personnel Committee approval,



Edward C. Starr
City Manager

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 MONDAY, MARCH 20, 2023, AT 7:00 P.M. IN THE CITY COUNCIL CHAMBERS, 5111 BENITO STREET, MONTCLAIR, CALIFORNIA

I. CALL TO ORDER

Mayor/Chair Dutrey called the meeting to order at 7:00 p.m.

II. INVOCATION

Pastor Lance Irey, Trinity Lutheran Church, gave the invocation.

III. PLEDGE OF ALLEGIANCE

Mayor/Chair Dutrey led meeting participants in the Pledge.

IV. ROLL CALL

Present: Mayor/Chair Dutrey; Mayor Pro Tem/Vice Chair Johnson; Council Members/Directors Ruh, Martinez, and Lopez

City Manager/Executive Director Starr; Assistant City Manager/Director of Human Services Richter; Director of Finance Kulbeck; Executive Director of Public Safety/Police Chief Avels; Director of Public Works/City Engineer Heredia; City Attorney Robbins; City Clerk/Human Services Manager Myrick

V. PRESENTATIONS — None

VI. PUBLIC COMMENT

- **Bill Kaufman** spoke in support of legalizing commercial cannabis activities in the City and stated he found a location he wished to utilize for this type of business.
- **Jordi Ubaldo**, Event Coordinator, **Montclair Chamber of Commerce**, announced that the Chamber will be hosting a Networking Breakfast on April 13, 2023, at 8:30 a.m. at the Montclair Police Department. He also reminded residents that the monthly E-waste disposal event would be occurring on March 25-26, 2023 from 9:00 a.m. – 2:00 p.m.
- **Edward Gomez**, representing **Montclair Town Center Estates**, commented on the speed of traffic on Howard Street and Ramona Avenue and asked that the City try to improve safety in that area by increasing Police patrol. He further requested that the City speed up the reopening of the Recreation Center gym so that seniors could utilize it.

- **Sandra Trinidad, Abraham Rojo, Maritsa Ramirez, Javier Trinidad, Alika Valdez, Edin Enamorado, Humberto Guizar, Christian Contreras, and Daniel Silvas** spoke on an incident that occurred on March 5, 2023, concerning the Montclair Police Department’s response to a call for service. They stated they would like the officers to be held accountable for the death of Antonio Ibanez, and called for the body camera footage to be released to the public.

VII. PUBLIC HEARINGS — None

VIII. CONSENT CALENDAR

ACTION - Consent Calendar	
ACTING:	City Council Successor Agency Board Montclair Housing Corporation Board Montclair Housing Authority Commissioners Montclair Community Foundation Board
MOTION:	Approve the Consent Calendar as presented.
MADE BY: SECOND BY:	Council Member/Director Ruh Council Member/Director Lopez
AYES: NOES: ABSTAIN: ABSENT:	Martinez, Ruh, Johnson, Dutrey, Lopez None None None
RESULT:	Motion carried 5-0.

A. Approval of Minutes

1. Regular Joint Meeting — March 6, 2023

ACTION - Consent Calendar - Item A-1	
ACTING:	City Council Successor Agency Board Montclair Housing Corporation Board Montclair Housing Authority Commissioners Montclair Community Foundation Board
RESULT:	Approved on Consent Calendar; motion carried 5-0.

B. Administrative Reports

1. Consider Receiving and Filing City Treasurer's Report - February 2023

ACTION - Consent Calendar - Item B-1	
ACTING:	City Council
RESULT:	Approved on Consent Calendar; motion carried 5-0.

2. **Consider Approval of City Warrant Register and Payroll Documentation**

ACTION - Consent Calendar - Item B-2	
ACTING:	City Council
RESULT:	Approved on Consent Calendar; motion carried 5-0.

3. **Consider Receiving and Filing SA Treasurer's Report - February 2023**

ACTION - Consent Calendar - Item B-3	
ACTING:	Successor Agency Board
RESULT:	Approved on Consent Calendar; motion carried 5-0.

4. **Consider Approval of SA Warrant Register - February 2023**

ACTION - Consent Calendar - Item B-4	
ACTING:	Successor Agency Board
RESULT:	Approved on Consent Calendar; motion carried 5-0.

5. **Consider Receiving and Filing MHC Treasurer's Report - February 2023**

ACTION - Consent Calendar - Item B-5	
ACTING:	Montclair Housing Corporation Board
RESULT:	Approved on Consent Calendar; motion carried 5-0.

6. **Consider Approval of MHC Warrant Register - February 2023**

ACTION - Consent Calendar - Item B-6	
ACTING:	Montclair Housing Corporation Board
RESULT:	Approved on Consent Calendar; motion carried 5-0.

7. Consider Receiving and Filing of MHA Treasurer's Report – February 2023

ACTION – Consent Calendar – Item B-7	
ACTING:	Montclair Housing Authority Commissioners
RESULT:	Approved on Consent Calendar; motion carried 5-0.

8. Consider Approval of MHA Warrant Register – February 2023

ACTION – Consent Calendar – Item B-8	
ACTING:	Montclair Housing Authority Commissioners
RESULT:	Approved on Consent Calendar; motion carried 5-0.

9. Consider Approval of Fiscal Year 2022–23 Schedule of Recommendations from the Community Activities Commission for Community Benefits Funding

ACTION – Consent Calendar – Item B-9	
ACTING:	City Council
RESULT:	Approved on Consent Calendar; motion carried 5-0.

10. Consider Authorizing Staff to Advertise for Bid Proposals for Construction of the Ramona Avenue and Howard Street Roundabout Project

ACTION – Consent Calendar – Item B-10	
ACTING:	City Council
RESULT:	Approved on Consent Calendar; motion carried 5-0.

11. Consider Authorizing a \$39,659.51 Appropriation from the General Fund for Repairs to Medic Truck 151, Unit 83-04

ACTION – Consent Calendar – Item B-11	
ACTING:	City Council
RESULT:	Approved on Consent Calendar; motion carried 5-0.

C. Agreements

1. Consider Approval of Amendment No. 2 to Agreement No. 22-59 with the Ontario–Montclair School District to Accept

Additional Funding to Support More Students at the Montclair After-School Summer Program

ACTION - Consent Calendar - Item C-1	
ACTING:	City Council
RESULT:	Approved on Consent Calendar; motion carried 5-0.

2. Consider Ratifying Agreement No. 23-19, a Tolling Agreement between the Regional Contracting Agencies and the Inland Empire Utilities Agency Regarding the Chino Basin Regional Sewage Service Contract

ACTION - Consent Calendar - Item C-2	
ACTING:	City Council
RESULT:	Approved on Consent Calendar; motion carried 5-0.

D. Resolutions — None

IX. PULLED CONSENT CALENDAR ITEMS — None

X. COUNCIL WORKSHOP

A. Parks and Recreation Master Plan Update by KTUA

The City Council continued this presentation to an adjourned meeting to be held on Monday, April 3, 2023, at 5:45p.m. in the City Council Chambers.

XI. COMMUNICATIONS

A. Department Reports

1. Human Services Department — Upcoming Events & Programs

Director of Human Services Richter provided information on upcoming programs and events including a food distribution event hosted by **Feeding America** that will take place March 23rd, for residents of San Bernardino and Riverside County. She gave a reminder that the Easter Eggstravaganza that will be on April 8th at Alma Hofman Park and the Montclair Community Center, and also announced the summer basketball program for youth will be held from May 30th through July 22nd.

B. City Attorney

City Attorney Robbins requested the City Council meet in closed session concerning the following:

1. **Closed Session Pursuant to Government Code §54956.9(d)(1) Regarding Pending Litigation [CC]**

Gavilanes v. City of Montclair

C. **City Manager/Executive Director — None**

D. **Mayor/Chair**

Mayor Dutrey recognized Code Enforcement, Public Works, and the Police Department for addressing graffiti throughout the City in a timely manner. The San Bernardino County Transportation Authority (SBCTA) was granted \$65 million from the Federal Transportation Authority for the West Valley Connector Project, a bus rapid transit project that will start in downtown Pomona, travel through Montclair, and end in Rancho Cucamonga. This project is estimated to be completed in 2025. He also wished his wife, a happy birthday. He also stated **Montclair High School** hosted a walk-a-thon fundraiser to benefit homeless students.

E. **Council Members/Directors**

1. Council Member/Director Martinez attended the last Communities Activities Commission (CAC) meeting at which they determined their recommendations for allocating Community Benefit Funds. All organizations that applied received what they had requested, and some received even more. She added that these organizations help the youth and seniors in our community and these programs are what make Montclair so special.
2. Mayor Pro Tem/Vice Chair Johnson congratulated Community Activities Commissioner Diane Wells for being named a Woman of the Year for California's 22nd Senate District by **Senator Susan Rubio**—recognition that is well-deserved because not only is Diane a CAC Member, but she also volunteers for **Meals on Wheels** and, as a member of **Soroptimist International of Montclair/Inland Valley**, makes blankets to donate to foster children. She announced that **Golden Girls Softball League** rescheduled their opening day to April 1st due to rain.
3. Council Member/Director Lopez commended **Christian Development Center** for obtaining \$2,000 from the Community Benefit Fund, and **Montclair Meals on Wheels** and **Foothill Family Shelter** for getting \$500 more than requested. He announced there will be a multi-chamber mixer at the **Ontario Reign** game on April 24th.
4. Council Member/Director Ruh attended the inauguration event for **Assembly Member Freddie Rodriguez's** final term representing California's 52nd Assembly District. He attended

the Pomona station tour of the Gold Line platform which is approximately 60% complete. He commended Commissioner Wells for being recognized as a Woman of the Year by **Senator Rubio** and highlighted March as Women's History Month. He credited **Congresswoman Norma Torres** for the \$800,000 appropriation Montclair received thanks to her advocacy efforts. He concluded by acknowledging the passing of Montclair resident **Francisco Oberon**.

F. Committee Meeting Minutes

The following committee minutes were received and filed for informational purposes:

1. Personnel Committee - March 6, 2023

XII. CLOSED SESSION

At 8:05 p.m., the City Council went into closed session to discuss pending litigation.

XIII. CLOSED SESSION ANNOUNCEMENTS

At 8:16 p.m., the City Council returned from closed session.


Mayor Dutrey announced the City Council met in closed session to discuss pending litigation; information was received and direction given to staff; and no further announcements would be made at this time.

XIV. ADJOURNMENT

At 8:16 p.m., the Successor Agency Board, Montclair Housing Corporation Board, Montclair Housing Authority Commission, and Montclair Community Foundation Board were adjourned.

At 8:16 p.m., the City Council was adjourned to Monday, April 3, 2023 at 5:45 p.m. in the City Council Chambers for a workshop presentation on the Parks and Recreation Master Plan Update by KTUA.

Submitted for City Council/Successor Agency Board/Montclair Housing Corporation Board/ Montclair Housing Authority Commission/Montclair Community Foundation Board approval,



Andrea Myrick,
City Clerk