

CITY OF MONTCLAIR

**AGENDA FOR CITY COUNCIL, REDEVELOPMENT AGENCY, AND
MONTCLAIR HOUSING CORPORATION MEETINGS**

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

July 6, 2009

7:00 p.m.

As a courtesy please silence your cell phones, pagers, and other electronic devices while the meeting is in session. Thank you.

The CC/RDA/MHC meetings are now available in audio format on the City's website at www.ci.montclair.ca.us and can be accessed the day following the meeting after 10:00 a.m.

Page No.

I. CALL TO ORDER - City Council, Redevelopment Agency, and Montclair Housing Corporation

II. INVOCATION

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

III. PLEDGE OF ALLEGIANCE

IV. ROLL CALL

V. PRESENTATIONS - None

VI. PUBLIC COMMENT

This section is intended to provide members of the public with an opportunity to comment on any subject that does not appear on this agenda. Each speaker will be afforded five minutes to address the City Council Members and Redevelopment Agency and Montclair Housing Corporation Boards of Directors. (Government Code Section 54954.3)

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

VII. PUBLIC HEARINGS

- A. Second Reading – Consider Adoption of Ordinance No. 09-909 Amending Chapters 6.02 and 6.12 of the Montclair Municipal Code Regulating Loud and Unreasonable Noises and Disturbances [CC]**

VIII. CONSENT CALENDAR**A. Approval of Minutes**

1. Minutes of Regular Joint Council/Agency/MHC Meeting of June 15, 2009 [CC/RDA/MHC]

B. Administrative Reports

1. Consider Authorizing a Construction Change Order to the New Youth Center Phase II Project Authorizing KPRS Construction, Inc., to Complete the Interior Improvements to the Police Department Future Growth Area to House the San Bernardino County West End Narcotics Enforcement Team [CC] 14

2. Consider Approval of Filing of a Notice of Completion for City of Montclair Police Department Facility Bid Package No. 3-Site Concrete; Reduction of Faithful Performance Bond to 10 Percent; and Retention of Payment Bond for Six Months [CC]
- Consider Release of Retention 30 Days After Recordation of Notice of Completion [CC] 16

3. Consider Approval of Filing of a Notice of Completion for City of Montclair Police Department Facility Bid Package No. 13-Acoustic Ceilings, Specialty Ceilings, and Insulation; Reduction of Faithful Performance Bond to 10 Percent; and Retention of Payment Bond for Six Months [CC]
- Consider Release of Retention 30 Days After Recordation of Notice of Completion [CC] 18

4. Consider Redevelopment Agency Board of Directors' Approval of the Recommendations from the June 16, 2009 Real Estate Committee Meeting [RDA] 20

5. Consider "No Action" on Alcoholic Beverage Permit Application - Bombay Bistro [CC] 22

6. Consider "No Action" on Alcoholic Beverage Permit Application - CVS Pharmacy 9745 [CC] 23

7. Consider Approval of Warrant Register and Payroll Documentation [CC] 24

C. Agreements

1. Consider Approval of Agreement No. 09-54, the First Amendment to Agreement No. 07-122, a Funding and Administrative Services Agreement by and between the City of Montclair Redevelopment Agency and Neighborhood Partnership Housing Services [CC] 25

2. Consider Approval of Agreement No. 09-55 with Stephen and Terri Parola for a Business Self Move In Conjunction with the Monte Vista Avenue/Union Pacific Railroad Grade Separation Project
- Authorization of City Engineer to Execute Agreement No. 09-55 [CC] 27

- 3. Consider Approval of Agreement No. 09-56 Adopting the City of Montclair's 12 Percent Annual Anticipated Disadvantaged Business Enterprise Participation Level [CC] 40
- 4. Consider Approval of Agreement No. 09-57 with Carl Warren & Company for Liability Claims Administration [CC] 44
- 5. Consider Approval of Agreement No. 09-58 with Team Econolite Traffic Engineering and Maintenance Extending the Term of Agreement Nos. 03-60 and 06-103 [CC] 52

D. Resolutions

- 1. Consider Adoption of Resolution No. 09-2808 Authorizing Placement of Liens on Certain Properties for Delinquent Sewer and Trash Charges [CC] 59

IX. PULLED CONSENT CALENDAR ITEMS

X. RESPONSE - None

XI. COMMUNICATIONS

A. City Attorney/Agency Counsel

- 1. Closed Session Pursuant to Section 54957.6 of the Government Code Regarding Conference with Designated Labor Negotiators City Manager Lee C. McDougal and Deputy City Manager Edward C. Starr

Agency: City of Montclair

Employee Organizations: City Manager
 Management
 Montclair Fire Fighters Association
 Montclair Police Officers Association
 San Bernardino Public Employees Assoc.

B. City Manager/Executive Director

C. Mayor/Chairman

D. Council/Agency Board

E. Committee Meeting Minutes *(For Informational Purposes Only)*

- 1. Minutes of the Personnel Committee Meeting of June 15, 2009 67
- 2. Minutes of the Real Estate Committee Meeting of June 16, 2009 68

XII. ADJOURNMENT OF REDEVELOPMENT AGENCY AND MONTCLAIR HOUSING CORPORATION BOARDS OF DIRECTORS

(At this time, the City Council will meet in Closed Session regarding labor relations).

XIII. CLOSED SESSION ANNOUNCEMENTS

XIV. ADJOURNMENT OF CITY COUNCIL

The next regularly scheduled City Council, Redevelopment Agency, and Montclair Housing Corporation meetings will be held on Monday, July 20, 2009, at 7:00 p.m. in the Council Chambers.

Reports, backup materials, and additional materials related to any item on this Agenda distributed to the City Council, Redevelopment Agency Board, or Montclair Housing Corporation Board after distribution of the Agenda packet are available for public inspection in the Office of the City Clerk located at 5111 Benito Street, Montclair, California, between 7:00 a.m. and 6:00 p.m., Monday through Thursday.

In compliance with the Americans with Disabilities Act, if you need special assistance to participate in this meeting, please contact the City Clerk at (909) 625-9415. Notification 48 hours prior to the meeting will enable the City to make reasonable arrangements to ensure accessibility to this meeting. (28 CFR 35.102-35.104 ADA Title II)

I, Donna M. Jackson, City Clerk, hereby certify that I posted, or caused to be posted, a copy of this Agenda not less than 72 hours prior to this meeting on the bulletin board adjacent to the south door of Montclair City Hall on July 1, 2009.

AGENDA REPORT

SUBJECT: CONSIDER ADOPTION OF ORDINANCE NO. 09-909 AMENDING CHAPTERS 6.02 AND 6.12 OF THE MONTCLAIR MUNICIPAL CODE REGULATING LOUD AND UNREASONABLE NOISES AND DISTURBANCES	DATE: July 6, 2009
<u>SECOND READING</u>	SECTION: PUBLIC HEARINGS
BUSINESS PLAN: N/A	ITEM NO.: A
	FILE I.D.: ENV315
	DEPT.: POLICE

REASON FOR CONSIDERATION: The City Council is requested to consider adoption of Ordinance No. 09-909 amending Chapters 6.02 and 6.12 of the Montclair Municipal Code regulating loud and unreasonable noises and disturbances.

BACKGROUND: In 1992, the City updated its Noise Ordinance with a listing of prohibited noises that were more reflective of the technological and urbanization changes that occurred in Montclair over the previous 30 years.

One of the problems with the existing Montclair Noise Ordinance is the inability to recover financial resources incurred by responding to noise disturbances. Police and Fire Department personnel are frequently required to expend valuable City resources above and beyond those normally provided by responding a second time to loud or unusual noise disturbances after warning the responsible person of the unlawful behavior or conduct and after requesting the person to cause the termination of the disturbance.

Excessive, loud, and unreasonable noise is a serious hazard to public health and welfare and the quality of life. Residents have a right to and should be ensured an environment that is free from noise or disturbances which may jeopardize their health and welfare or degrade their quality of life. Proposed Ordinance No. 09-909 would allow the City to recover from those persons responsible for the noise disturbance the costs incurred by the City for the Police and/or Fire Department services as a result of a second response.

FISCAL IMPACT: Adoption of Ordinance No. 09-909 would create no fiscal impact at this time.

RECOMMENDATION: Staff recommends the City Council adopt the second reading of Ordinance No. 09-909 amending Chapters 6.02 and 6.12 of the Montclair Municipal Code regulating loud and unreasonable noises and disturbances.

Prepared by: <u><i>H.E. Jones</i></u>	Reviewed and Approved by: <u><i>H.E. Jones</i></u>
Proofed by: <u><i>A. Green</i></u>	Presented by: <u><i>Paul (H. Jones)</i></u>

ORDINANCE NO. 09-909

**AN ORDINANCE OF THE CITY COUNCIL OF THE
CITY OF MONTCLAIR AMENDING CHAPTERS 6.02
AND 6.12 OF THE MONTCLAIR MUNICIPAL CODE
REGULATING LOUD AND UNREASONABLE NOISES
AND DISTURBANCES**

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

WHEREAS, Section VII of Article XI of the California Constitution provides that a city may make and enforce within its limits all local, police, sanitary, and other ordinances and regulations not in conflict with general laws; and,

WHEREAS, California Government Code Section 38771 provides that legislative bodies of cities may declare what constitutes a nuisance; and,

WHEREAS, the City Council of the City of Montclair finds that the City police and fire departments spend a significant amount of their time and resources responding to complaints of loud and unusual noise that disturbs the public peace, safety, and welfare; and,

WHEREAS, the City Council of the City of Montclair finds that Police and Fire Department personnel are frequently required to expend resources above and beyond those normally provided by responding a second time to loud or unusual noise disturbances after warning a responsible person of the unlawful behavior or conduct and after requesting that said person cause the termination of the disturbance because the responsible person(s) fail(s) to take adequate action to terminate the unlawful disturbance; and,

WHEREAS, the City Council of the City of Montclair finds that it would be appropriate to recover from those persons responsible for the noise disturbance the costs incurred by the City for the police and/or fire department services as a result of a second response to such an event in those situations in which such person or persons were duly warned that a second response fee would be assessed against them at the time of the initial response to the event.

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

SECTION I. Section 6.02.010 ("Definitions") of the Montclair Municipal Code is hereby amended to include the following:

Noise level shall mean the A-weighted sound pressure level as measured using the slow dynamic characteristic for sound level meters specified in ANSI/ASA S1.43-1997 (R2007), American National Standard Specifications for Integrating-Averaging Sound Level Meters, or latest revision.

SECTION II. Section 6.12.010 ("Excessive Noise Control") of the Montclair Municipal Code is hereby amended to read as follows:

Sec. 6.12.010 Excessive Noise Prohibited.

A. Notwithstanding any noise level specified within this Chapter, it is unlawful and a public nuisance for any person to cause, create, permit, maintain, or suffer any loud or unusual noise that unreasonably disturbs or interferes with the peace, comfort, quiet, health, or safety of any neighborhood or of any reasonable person of normal sensitivities.

B. The following factors shall be considered in determining whether a violation of the provisions of this Section exists shall include, but shall not be limited to, the following:

1. The volume of the noise.
2. The intensity of the noise.
3. The distance from the source of the noise from which the noise is plainly audible.
4. The time of day or night the noise occurs.
5. The duration of the noise.
6. Whether the noise is recurrent, intermittent, or constant.
7. The volume and intensity of the background/ambient noise.
8. The zoning classification of the property from which the noise emanates.
9. Whether the noise is produced or generated from commercial or non-commercial activity.
10. Whether the noise is an expected consequence or expected result from an otherwise lawful use of the property from which the noise emanates.
11. The number of persons affected by the noise.

C. A noise level reading measured pursuant to and in accordance with the provisions of this Chapter shall be deemed prima facie evidence of a violation of the provisions of this Section; however, a noise level reading is not required to demonstrate that a noise violates the provisions of this Chapter.

SECTION III. Subsection (B) of Section 6.12.020 ("Noise Level Measurement Criteria") of the Montclair Municipal Code is hereby repealed.

SECTION IV. Section 6.12.030 ("Exterior Noise Level Measurement") of the Montclair Municipal Code is hereby amended to read as follows:

Sec. 6.12.030 Exterior Noise Level Measurement.

Exterior noise levels made pursuant to the provisions of this Chapter shall be measured from the source of the noise or from the property line at a relative point closest to the source of the noise if lawful entry onto the property cannot be obtained.

SECTION V. Section 6.12.100 ("Noises Prohibited") of the Montclair Municipal Code is hereby amended to read as follows:

Sec. 6.12.100 Specific Noises Prohibited.

Notwithstanding any provision of this Chapter, the following specified acts are declared to be unlawful and a nuisance in violation of this Chapter:

C. Portable or Mobile Radios, Audio Equipment, or other Similar Devices. The operation of portable or mobile radios, audio equipment, or other similar devices designed or used for the amplification or reproduction of sound on any public or private property where the noise from such device is plainly audible at a distance of fifty (50) feet from the source of said noise.

G. Exhaust. The discharge into the open air of the exhaust of any steam engine, stationary internal combustion engine, motorboat, or motor vehicle, except through a muffler device that effectively prevents loud or explosive noises therefrom.

H. Motor Vehicle Radios or Similar Sound Amplification Devices. In accordance with Montclair Vehicle Code Section 27007, the use or operation of any radio or sound amplification device in a vehicle which can be heard outside of the vehicle from fifty (50) or more feet when the vehicle is parked or being operated upon a highway, unless that system is being operated to request assistance or warn of a hazardous situation.

I. Motor Vehicle Alarms. The emission of an audible sound from an alarm located in a motor vehicle for a period in excess of ten (10) minutes. Notwithstanding the provisions of Montclair Vehicle Code Section 22651.5, the sound shall be calculated based upon the emission of the first audible sound, and end ten (10) minutes thereafter, notwithstanding any variation or delay in the emissions of audible sound.

In addition to other remedies, if a motor vehicle alarm emits an audible sound in excess of twenty (20) minutes, any police officer may have the vehicle summarily removed from any zone within the City to abate such nuisance in accordance with the provisions of Montclair Vehicle Code Section 22651.5 *et seq.*

J. Animals and Fowl. Any sound, bark, cry, or behavior from any fowl or animal (including, but not limited to, a dog) otherwise permitted to be kept within the City that disturbs or interferes with the peace, comfort, quiet, health, or safety of any neighborhood or of any reasonable person of normal sensitivities.

SECTION VI. Section 6.12.110 of the Montclair Municipal Code is hereby added to read as follows:

Sec. 6.12.110 Second Response Costs for Police Services.

A. Any person who causes, creates, permits, maintains, or suffers any loud or unusual noise on private property that unreasonably disturbs or interferes with the peace, comfort, quiet, health, or safety of any neighborhood or of any reasonable person of normal sensitivities, and that results in a response from the police and/or fire department within 24 hours after the issuance of a written warning to cease the disturbance shall be responsible for all costs incurred in response to the second or subsequent response ("Second Response Costs"), including, but not limited to, the following:

1. Salaries of the police officers and/or fire department personnel, at the salary then in effect for each classification of each individual officer, for a one-hour period of time or the actual amount of time spent responding to or remaining at the property where the disturbance was created, beginning when one or more police officer or fire department personnel leaves a location to go to the scene of the event and ending when all responding personnel are available for other duties, or, if their shifts are ended, when they are finished with those duties related to the event which they are required to complete before going off duty, whichever is greater. Such actual costs shall include wages and fringe benefits for the responding personnel and the sergeant or other superior directing them, including overtime if applicable.

2. Vehicle and equipment usage at such rates as established by resolution of the City Council.

3. Replacement cost of any material expended, including the cost of the recording medium if audio or video recording equipment is used.

4. The cost of any medical treatment to any police or fire department personnel.

5. The cost of repairing any damaged City equipment or property.

B. Second Response Costs shall not be assessed against a responsible person unless a written warning has first been issued advising said person that the loud or unusual noise violates applicable State or local laws and that the person would be responsible for any costs resulting from a second or subsequent response within 24 hours by police and/or fire department personnel.

C. A responsible person, as used in this Section, shall include, but shall not be limited to:

1. The person who is actually causing, creating, permitting, maintaining, or suffering any loud or unusual noise on private property in violation of this Chapter or other applicable law;

2. The person in charge of the premises from which a loud or unusual noise is being emanated in violation of the provisions of this Chapter or other applicable law;

3. The person responsible for any event that causes or generates a loud or unusual noise that violates the provisions of this Chapter or other applicable law; and/or,

4. The parents or guardians of any responsible person that is under the age of 18 years.

SECTION VII. Section 6.12.120 of the Montclair Municipal Code is hereby added to read as follows:

Sec. 6.12.120 Assessment and Payment of Second Response Costs.

A. Upon determining that a person is responsible for Second Response Costs pursuant to the provisions of this Chapter, the Chief of Police (or designee thereof) shall cause a Notice of Assessment on Second Response Costs to be served upon such person by depositing such Notice, first class, postage prepaid, with the United States Postal Service to the responsible person at the person's last known address. In addition to setting forth the amount of the Second Response Costs, such Notice shall also set forth the right of the responsible person to request administrative review by the City Manager (or designee thereof) in accordance with Section 1.08.010. A Notice of Assessment on Second Response Costs shall also warn the responsible person that failure to pay the Second Response Costs within thirty (30) calendar days may result in:

1. A delinquency penalty in the amount of ten percent (10%) of the Second Response Costs per month, up to an aggregate maximum of fifty percent (50%) of the Second Response Costs;

2. Interest at the rate of ten percent (10%) per annum of the Second Response Costs (exclusive of any delinquency penalties), from the date the costs first became delinquent until the date the costs are paid; and,

3. The recordation of a lien against the real property from which the disturbance emanated or the delay in issuance or renewal of any City license and/or permit in connection with the real property and/or business establishment from which the disturbance emanated.

B. Notwithstanding the provisions of Chapter 1.08, a Notice of Assessment on Second Response Costs is not appealable to the Planning

Commission or the City Council, and an Order to Comply issued by the City Manager or designee thereof is final and binding.

C. Second Response Costs shall be due and payable within thirty (30) calendar days of the issuance of the Notice of Assessment on Second Response Costs. All responsible persons shall be jointly and severally liable for all Second Response Costs. In the event of the failure of a responsible person assessed Second Response Costs to pay such fee within thirty (30) calendar days of the issuance of a Notice of Assessment on Second Response Costs, a delinquency penalty in the amount of ten percent (10%) of the Second Response Costs per month, up to an aggregate maximum of fifty percent (50%) of the Second Response Costs. In the event of the failure of a responsible person assessed Second Response Costs to pay such fee within thirty (30) calendar days of the issuance of a Notice of Assessment on Second Response Costs, interest shall accrue at the rate of ten percent (10%) per annum of the Second Response Costs (exclusive of any delinquency penalties), from the date the costs first became delinquent until the date the costs are paid.

D. Second Response Costs and other charges or fees imposed in accordance with this Chapter shall constitute a debt that may be collected in any manner allowed by law, including, but not limited to, the recordation of a lien (secured or unsecured) with the County Recorder's Office and/or California Franchise Tax Board "Inter-Agency Offset Program" (pursuant to Section 12419.10 of the California Government code). The City may also withhold issuance or renewal of any license, permit, or other entitlement for any property or business whenever an administrative penalty resulting from a code violation at said property or business remains unpaid. The City shall be entitled to recover its attorney fees and costs arising from an action to collect an administrative fine and other shares, fees, or costs imposed in accordance with this Chapter if it is the prevailing party and provided it made the election to seek attorney fees at the commencement of the action. A Citee shall be entitled to recover his or her attorney fees if the City made the election to seek attorney fees at the outset of the action and the Citee prevails thereon.

E. Second Response Costs shall also constitute restitution pursuant to Penal Code Sections 1202.4, 1203.1, and 1214, as well as pursuant to Welfare and Institutions Code Section 730.6.

SECTION VIII. Section 6.12.130 of the Montclair Municipal Code is hereby added to read as follows:

Sec. 6.12.130 Cumulative Penalties and Remedies.

A. Any person who causes, permits, or suffers a violation of any provision of this Chapter, is guilty of a misdemeanor violation punishable in accordance with Section 1.12.010 of this Code.

B. A violation of the provisions of this Chapter shall also be subject to an administrative fine or penalty in accordance with the provisions of Chapter 1.04 of this Code.

C. Nothing contained within this Chapter requires a police officer, fire department personnel, or other official authorized to enforce the provisions of this Chapter to issue a warning before issuing an administrative citation or criminal, misdemeanor citation, or before commencing any other action to seek the abatement of the noise disturbance.

D. This Chapter does not exclusively regulate loud, unusual, and/or unreasonable noises or disturbances within the City, and the remedies and penalties provided in this Chapter are in addition to other remedies and penalties authorized by this Code, or by the laws of the State of California or of the United States.

SECTION IX. Severability.

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

SECTION X. Effective Date.

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

SECTION XI. Posting.

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

APPROVED AND ADOPTED this XX day of XX, 2009.

Mayor

ATTEST:

City Clerk

I, Donna M. Jackson, City Clerk of the City of Montclair, DO HEREBY CERTIFY that the foregoing is a true and correct copy of Ordinance No. 09-909 of said City, which was introduced at a regular meeting of the City Council held on the XX day of XX, 2009, and finally passed not less than five (5) days thereafter on the XX day of XX, 2009, by the following vote, to-wit:

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

Donna M. Jackson
City Clerk

AGENDA REPORT

SUBJECT: CONSIDER AUTHORIZING A CONSTRUCTION CHANGE ORDER TO THE NEW YOUTH CENTER PHASE II PROJECT AUTHORIZING KPRS CONSTRUCTION, INC., TO COMPLETE THE INTERIOR IMPROVEMENTS TO THE POLICE DEPARTMENT FUTURE GROWTH AREA TO HOUSE THE SAN BERNARDINO COUNTY WEST END NARCOTICS ENFORCMENT TEAM	DATE: July 6, 2009 SECTION: ADMIN. REPORTS (JT) ITEM NO.: 1 FILE I.D.: HSV151 DEPT.: POLICE/PUBLIC WORKS
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BUSINESS PLAN: STRATEGIC PRIORITY NOS. 4 AND 5

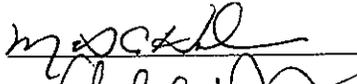
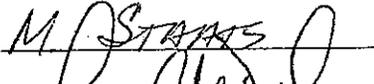
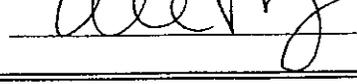
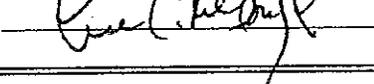
REASON FOR CONSIDERATION: The San Bernardino County West End Narcotics Enforcement Team is currently located in an industrial complex in the City of Chino. The building lease will expire in July 2009. An agreement has been reached with the team to move into the Montclair Police Department future growth area, but the interior improvements will have to be completed first. Given the need to complete these improvements as quickly as possible and that KPRS Construction, Inc., is already under contract for similar improvements in the former Montclair Police Department facility in converting it to a new Youth Center, it is proposed that these improvements be added by a construction change order to that project.

Approval of this Notice of Completion would satisfy a portion of Strategic Priority Nos. 4 and 5 as contained in Montclair's "Business Plan."

BACKGROUND: In 1997, the Montclair Police Department joined forces with the Chino Police Department and the California Department of Justice, Bureau of Narcotic Enforcement, to create the San Bernardino County West End Narcotics Enforcement Team (SBWESTNET).

SBWESTNET was charged with effectively enforcing the controlled substance laws of the State of California, as expressed in the Health and Safety Code, and applicable Federal laws related to the trafficking of controlled substances. The team targets their investigations towards the apprehension of street to midlevel violators and clandestine operators within the western portion of San Bernardino County.

During a narcotics investigation, officers seize narcotics and oftentimes money and assets from the narcotics dealers as evidence to show the proceeds were obtained as a result of illegal narcotics sales. Once a narcotics case has been adjudicated in the courts, a certain portion of the funds are given to the law enforcement agency so they can be used to assist in future narcotics-related investigations. Narcotics asset forfeiture funds seized by SBWESTNET are divided among the participating agencies.

Prepared by: <u></u>	Reviewed and Approved by:	<u></u>
Proofed by: <u></u>	Presented by:	<u></u>

In March 2009, the Chino Police Department withdrew from SBWESTNET and was replaced with the San Bernardino County Sheriff's Department. In July 2009, SBWESTNET's building lease will expire; and arrangements have been made for the team to move into the Montclair Police Department future growth area after the interior finish construction is completed.

FISCAL IMPACT: KPRS Construction, Inc., currently constructing the interior remodel of the former Police Department facility for conversion to a new Youth Center, has submitted a proposal to the City for \$158,000 to complete the future growth area interior improvements at the new Police Department facility. It is anticipated that a 5 percent construction contingency (\$7,900) may be required for construction purposes. Therefore, the cost to complete the future growth area interior improvements at the Police Department facility would be \$165,900.

Funding for the construction would come from narcotics asset forfeiture funds from the Montclair Police Department (\$67,000) and the Bureau of Narcotic Enforcement (\$75,000). The Montclair Police Department would borrow approximately \$23,900 from the 2005 Lease Revenue Bond and repay the loan as narcotics asset forfeiture funds are released to the Police Department by the courts.

RECOMMENDATION: Staff recommends the City Council authorize a construction change order to the new Youth Center Phase II Project authorizing KPRS Construction, Inc., to complete the interior improvements to the Police Department future growth area to house the San Bernardino County West End Narcotics Enforcement Team.

AGENDA REPORT

SUBJECT: CONSIDER APPROVAL OF FILING OF A NOTICE OF COMPLETION FOR CITY OF MONTCLAIR POLICE DEPARTMENT FACILITY BID PACKAGE NO. 3-SITE CONCRETE; REDUCTION OF FAITHFUL PERFORMANCE BOND TO 10 PERCENT; AND RETENTION OF PAYMENT BOND FOR SIX MONTHS

CONSIDER RELEASE OF RETENTION 30 DAYS AFTER RECORDATION OF NOTICE OF COMPLETION

DATE: July 6, 2009
SECTION: ADMIN. REPORTS
ITEM NO.: 2
FILE I.D.: PDT765
DEPT.: PUBLIC WORKS

BUSINESS

PLAN: STRATEGIC PRIORITY NOS. 4 AND 5

REASON FOR CONSIDERATION: State law requires Notices of Completion to be recorded with the County Recorder upon acceptance of a public works project. Notices of Completion require City Council approval.

Approval of this Notice of Completion would satisfy a portion of Strategic Priority Nos. 4 and 5 as contained in Montclair's "Business Plan."

BACKGROUND: On September 5, 2006, the City Council awarded 20 of 22 separate construction contracts necessary to construct the City's new Police Department facility. The City Council rejected the bids received for Bid Package No. 3-Site Concrete and directed staff to readvertise this portion of the work. On December 4, 2006, the City Council awarded Bid Package No. 3-Site Concrete to Rossi Concrete, Inc. All work required under Bid Package No. 3 by Agreement No. 06-181 has been completed in a satisfactory manner. There have been no Stop Notices submitted against this project, nor are any expected.

FISCAL IMPACT: Bid Package No. 3-Site Concrete was awarded to Rossi Concrete, Inc., in the amount of \$551,706. Construction change orders totaling \$244,532 were written for this contract, increasing the total contract amount to \$796,238. The significant increase is as a result of concrete work being deleted from other bid packages and added to this one.

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

1. Approve the filing of a Notice of Completion for City of Montclair Police Department Facility-Bid Package No. 3-Site Concrete.
2. Reduce Faithful Performance Bond to 10 percent.
3. Retain Payment Bond for six months.
4. Release retention 30 days after recordation of Notice of Completion.

Prepared by:

M. S. Clark

Reviewed and Approved by:

M. J. STARRS

Proofed by:

Alle Mj

Presented by:

Gene (Cherry)

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

City of Montclair, City Clerk's Office
5111 Benito Street/P. O. Box 2308
Montclair, CA 91763

APN NO. : 1007-711-07

(Space above this line for Recorder's Use)

NOTICE OF COMPLETION

NOTICE is hereby given that:

The undersigned is the owner of an interest of estate in the hereinafter described property, the nature of which said interest or estate is: fee

The full name and address of the undersigned is Michael C. Hudson, City Engineer
City of Montclair
5111 Benito Street
Montclair, CA 91763

The work was completed on that certain work known as Police Department Facility-Bid Package No. 3

for the undersigned City of Montclair, a Municipal Corporation, on the 16th day of June, 2009

The City accepted the job on the 6th day of July, 2009

The Contractor on said job was Rossi Concrete, Inc.
31565 Rancho Pueblo Road Suite 200
Temecula, CA 92592

The improvement consisted of Site Concrete

The property upon which said work of improvement was completed is described as: 4870 Arrow Highway
Montclair, CA

VERIFICATION

I, the undersigned, say that I am agent for the owner of the aforesaid interest or estate in the property described in the above notice.

I have read the foregoing notice and know and understand the contents thereof, and the facts stated herein are true and correct.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on: _____ at 5111 Benito Street, Montclair, California

City Engineer, City of Montclair

AGENDA REPORT

SUBJECT: CONSIDER APPROVAL OF FILING OF A NOTICE OF COMPLETION FOR CITY OF MONTCLAIR POLICE DEPARTMENT FACILITY BID PACKAGE NO. 13-ACOUSTIC CEILINGS, SPECIALTY CEILINGS, AND INSULATION; REDUCTION OF FAITHFUL PERFORMANCE BOND TO 10 PERCENT; AND RETENTION OF PAYMENT BOND FOR SIX MONTHS

DATE: July 6, 2009
SECTION: ADMIN. REPORTS
ITEM NO.: 3
FILE I.D.: PDT765
DEPT.: PUBLIC WORKS

CONSIDER RELEASE OF RETENTION 30 DAYS AFTER RECORDATION OF NOTICE OF COMPLETION

BUSINESS

PLAN: STRATEGIC PRIORITY NOS. 4 AND 5

REASON FOR CONSIDERATION: State law requires Notices of Completion to be recorded with the County Recorder upon acceptance of a public works project. Notices of Completion require City Council approval.

Approval of this Notice of Completion would satisfy a portion of Strategic Priority Nos. 4 and 5 as contained in Montclair's "Business Plan."

BACKGROUND: On September 5, 2006, the City Council awarded 20 of 22 separate construction contracts necessary to construct the City's new Police Department facility. Bid Package No. 13-Acoustic Ceilings, Specialty Ceilings, and Insulation was awarded to Inland Building Companies Division. All work required under Bid Package No. 13 by Agreement No. 06-131 has been completed in a satisfactory manner. There have been no Stop Notices submitted against this project, nor are any expected.

FISCAL IMPACT: Bid Package No. 13-Acoustic Ceilings, Specialty Ceilings, and Insulation was awarded to Preferred Ceilings, Inc., in the amount of \$129,333. Construction change orders amounting to \$12,627 were issued, reducing the total cost of the contract to \$116,706.

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

1. Approve the filing of a Notice of Completion for City of Montclair Police Department Facility-Bid Package No. 13-Acoustic Ceilings, Specialty Ceilings, and Insulation.
 2. Reduce Faithful Performance Bond to 10 percent.
 3. Retain Payment Bond for six months.
 4. Release retention 30 days after recordation of Notice of Completion.
-
-

Prepared by: *M. Scott*

Reviewed and Approved by:

M. STARRS

Proofed by: *Alle Mj*

Presented by:

Lee (Cherry)

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

City of Montclair, City Clerk's Office
5111 Benito Street/P. O. Box 2308
Montclair, CA 91763

APN NO. : 1007-711-07

(Space above this line for Recorder's Use)

NOTICE OF COMPLETION

NOTICE is hereby given that:

The undersigned is the owner of an interest of estate in the hereinafter described property, the nature of which said interest or estate is: fee

The full name and address of the undersigned is Michael C. Hudson, City Engineer
City of Montclair
5111 Benito Street
Montclair, CA 91763

The work was completed on that certain work known as Police Department Facility-Bid Package No. 13

for the undersigned City of Montclair, a Municipal Corporation, on the 16th day of June, 2009

The City accepted the job on the 6th day of July, 2009

The Contractor on said job was Preferred Ceilings, Inc
475 Capricorn Street
Brea, CA 92821.

The improvement consisted of Acoustic Ceilings, Specialty Ceilings, and Insulation

The property upon which said work of improvement was completed is described as: 4870 Arrow Highway
Montclair, CA

VERIFICATION

I, the undersigned, say that I am agent for the owner of the aforesaid interest or estate in the property described in the above notice.

I have read the foregoing notice and know and understand the contents thereof, and the facts stated herein are true and correct.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on: _____ at 5111 Benito Street, Montclair, California

City Engineer, City of Montclair

AGENDA REPORT

SUBJECT: CONSIDER REDEVELOPMENT AGENCY
BOARD OF DIRECTORS' APPROVAL OF THE
RECOMMENDATIONS FROM THE JUNE 16,
2009 REAL ESTATE COMMITTEE MEETING

DATE: July 6, 2009
SECTION: ADMIN. REPORTS
ITEM NO.: 4
FILE I.D.: RDA256
DEPT.: REDEVELOPMENT

**BUSINESS
PLAN:** N/A

REASON FOR CONSIDERATION: Certain recommendations of the Real Estate Committee are submitted to the Redevelopment Agency Board of Directors for consideration.

BACKGROUND: Real Estate Committee recommendations from its meeting of June 16, 2009, requiring Agency Board of Directors' action are submitted for consideration.

1. *Upgrade on the National CORE developments—Proposed Special Needs Housing Project—4113 Kingsley Street*

Staff apprised the Committee about discussions between National CORE and the Agency regarding development of a Special Needs Housing Project proposed for the 4113 Kingsley Street site recently acquired by the Redevelopment Agency. The proposal is in the very early design stages, but National CORE would propose that the Special Needs Housing Project tie into the design of the future 50-unit Family Project to be constructed directly west of the site. Because the dwelling on the site contains no tenants and will eventually be demolished for future development, staff was seeking the Committee's support to begin demolition of the residence. Committee Members recommended that staff pursue demolition of the residence.

Staff informed the Committee that the Fire Department has expressed an interest in conducting training at the vacant single-family residence prior to its demolition. The Committee recommended the Fire Department be authorized to conduct training at the residence prior to its demolition.

2. *Appraisal for vacant property on Marion Avenue, north of Bandera Street*

Staff informed Committee Members that City Manager McDougal has requested staff conduct an appraisal of the vacant land on Marion Avenue located between Kingsley and Bandera Streets. City Manager McDougal has proposed that the Agency acquire the property and partner with the Pomona Valley Habitat for Humanity for construction of a single-family home or a two-unit townhouse-type of development. The property is zoned R-3 but, because of current development standards, can only accommodate a maximum of two units. The property is vacant because of a past fire

Prepared by: Christine Caldwell Reviewed and Approved by: M. STAATS
Proofed by: M. STAATS Presented by: Joe (Chester) [Signature]

that destroyed a duplex. The Real Estate Committee recommended that a real estate appraisal be conducted.

FISCAL IMPACT: The Redevelopment Agency Fiscal Year 2009-10 Budget includes \$25,000 for demolition of the 4113 Kingsley Street single-family residence and clearing of the property. The Redevelopment Agency Fiscal Year 2009-10 Budget also includes funds for real estate property appraisals. The cost of an appraisal for the vacant lot on Marion Street is not expected to exceed \$2,100.

RECOMMENDATION: Agency staff recommends the Redevelopment Agency Board of Directors approve the recommendations from the June 16, 2009 Real Estate Committee meeting.

AGENDA REPORT

SUBJECT: CONSIDER "NO ACTION" ON ALCOHOLIC BEVERAGE PERMIT APPLICATION - BOMBAY BISTRO

DATE: July 6, 2009
SECTION: ADMIN. REPORTS

ITEM NO.: 5

BUSINESS

PLAN: N/A

FILE I.D.: FLP025

DEPT.: ADMIN. SVCS.

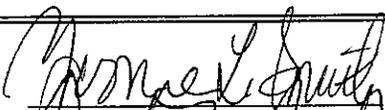
REASON FOR CONSIDERATION: Applications for Alcoholic Beverage Licenses are routinely presented to the City Council for review.

BACKGROUND: Amarjit Kaur has applied for an "On-Sale General" license for Bombay Bistros, 8851 Central Avenue, Suites E and F, Montclair, California.

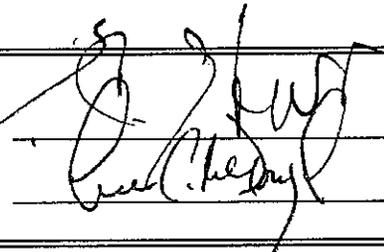
FISCAL IMPACT: No fiscal impact

RECOMMENDATION: Staff recommends the City Council take "No action" on the California Department of Alcoholic Beverage Control Application for Alcoholic Beverage License(s) for Bombay Bistro, 8851 Central Avenue, Suites E and F, Montclair, California.

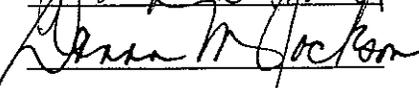
Prepared by:



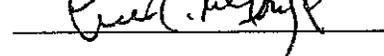
Reviewed and
Approved by:



Proofed by:



Presented by:



AGENDA REPORT

SUBJECT: CONSIDER "NO ACTION" ON ALCOHOLIC BEVERAGE PERMIT APPLICATION - CVS PHARMACY 9745

DATE: July 6, 2009

SECTION: ADMIN. REPORTS

ITEM NO.: 6

FILE I.D.: FLP025

DEPT.: ADMIN. SVCS.

BUSINESS PLAN: N/A

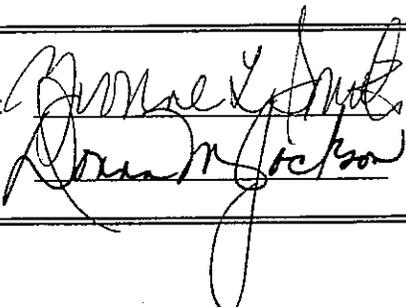
REASON FOR CONSIDERATION: Applications for Alcoholic Beverage Licenses are routinely presented to the City Council for review.

BACKGROUND: Mr. Thomas S. Moffatt, Vice President, and Ms. Linda M. Cimbron, Assistant Secretary, Garfield Beach CVS LLC, have applied for an "Off-Sale General" license for CVS Pharmacy 9745, 4535 Holt Boulevard, Montclair, California.

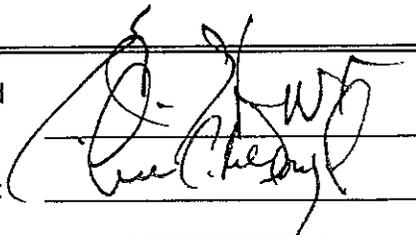
FISCAL IMPACT: No fiscal impact

RECOMMENDATION: Staff recommends the City Council take "No action" on the California Department of Alcoholic Beverage Control Application for Alcoholic Beverage License(s) for CVS Pharmacy 9745, 4535 Holt Boulevard, Montclair, California.

Prepared by:



Reviewed and Approved by:



Proofed by:

Presented by:

AGENDA REPORT

SUBJECT: CONSIDER APPROVAL OF WARRANT REGISTER AND PAYROLL DOCUMENTATION	DATE: July 6, 2009 SECTION: ADMIN. REPORT ITEM NO.: 7 FILE I.D.: FIN540 DEPT.: ADMIN. SVCS.
BUSINESS PLAN: N/A	

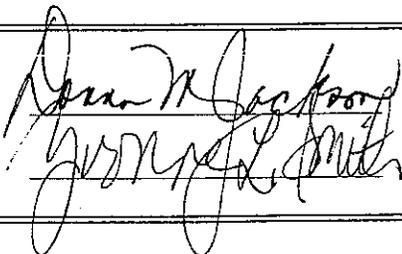
REASON FOR CONSIDERATION: The City Council is requested to consider approval of the Warrant Register and Payroll Documentation.

BACKGROUND: Mayor Pro Tem Dutrey has examined the Warrant Register dated July 6, 2009, and Payroll Documentation dated April 26, 2009, finds them to be in order and recommends their approval.

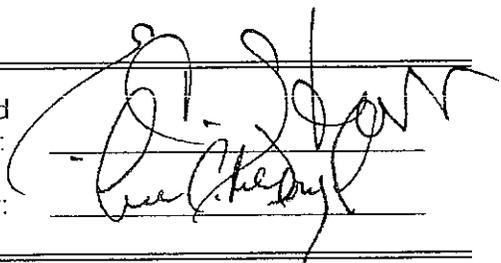
FISCAL IMPACT: The Warrant Register dated July 6, 2009, totals \$2,353,629.07. The Payroll Documentation dated April 26, 2009, totals \$606,852.84, with \$463,460.25 being the total cash disbursement.

RECOMMENDATION: Staff recommends the above-referenced Warrant Register and Payroll Documentation be approved as presented.

Prepared by:



Reviewed and
Approved by:



Proofed by:

Presented by:

AGENDA REPORT

SUBJECT: CONSIDER APPROVAL OF AGREEMENT NO. 09-54, THE FIRST AMENDMENT TO AGREEMENT NO. 07-122, A FUNDING AND ADMINISTRATIVE SERVICES AGREEMENT BY AND BETWEEN THE CITY OF MONTCLAIR REDEVELOPMENT AGENCY AND NEIGHBOR- HOOD PARTNERSHIP HOUSING SERVICES	DATE: July 6, 2009 SECTION: AGREEMENTS ITEM NO.: 1 FILE I.D.: NPM200 DEPT.: REDEVELOPMENT
BUSINESS PLAN: N/A	

REASON FOR CONSIDERATION: The Funding and Administrative Services Agreement between the City of Montclair Redevelopment Agency and Neighborhood Partnership Housing Services (NPHS) expired on June 30, 2009. Redevelopment Agency and NPHS staffs are requesting the Redevelopment Agency Board of Directors consider amending the Agreement to extend its term and make some minor modifications to the Safe Homes for Seniors Grant Program. Proposed Agreement No. 09-54 with NPHS is included in the agenda packet for consideration and Agreement No. 07-122 is included in the agenda packet for reference.

BACKGROUND: The Redevelopment Agency Board of Directors approved Agreement No. 07-122, a Funding and Administrative Services Agreement between the Redevelopment Agency and NPHS, on November 5, 2007. This Agreement detailed the services to be provided by NPHS related to administration of a rehabilitation loan program for single-family homeowners, including the owners of mobile homes, and the administration of a grant program for minor repairs to the homes of senior residents. The Agreement also documented the fee amounts paid by the Agency to NPHS to administer the programs. During the 18-month term of the Agreement, NPHS completed three rehabilitation loans and is working on funding two additional loans and 16 Safe Homes for Seniors grants with 2 additional grants in progress.

The Rehabilitation Loan Program administered by NPHS provides low interest rate or deferred loans to income-qualifying homeowners desiring to make eligible home improvements. Loan amounts can be provided up to \$35,000. NPHS charges the Redevelopment Agency a fee for each loan made consisting of 15 percent of the loan amount not to exceed \$5,000. NPHS also administers the Safe Homes for Seniors Grant Program on behalf of the Redevelopment Agency. This Program currently provides income-qualifying seniors (starting at age 65) with a \$1,000 grant for minor home repairs. NPHS charges the Agency an administrative fee of \$300 per grant.

NPHS and Redevelopment Agency staffs recently met to discuss operations and options for improving the services offered by the Redevelopment Agency through NPHS. In administration of the programs, NPHS has noted that current economic conditions have created reluctance among residents to obtain loans to improve their properties. Residents prefer

Prepared by: <u>M. STAATS</u>	Reviewed and Approved by:	<u>M. STAATS</u>
Proofed by: <u>Gordon L. Smith</u>	Presented by:	<u>Gordon L. Smith</u>

not to accrue additional debt. However, there are a larger number of senior residents requesting assistance through the Safe Homes for Seniors Grant Program. The Safe Homes for Seniors Grant Program has become increasingly utilized by residents in mobile home parks.

Based on discussion regarding the programs, Redevelopment Agency and NPHS staffs are requesting that the Redevelopment Agency Board of Directors amend Agreement No. 07-122 to extend the term and make some minor modifications to the Safe Homes for Seniors Grant Program. Proposed Agreement No. 09-54 would make some minor changes to Agreement No. 07-122 and provide for the continuance of the programs detailed in that original Agreement. The more salient points in the First Amendment, Agreement No. 09-54, include the following elements:

- Agreement No. 07-122 authorized use of the Safe Homes for Seniors Grant Program only in those areas designated for residential use by the General Plan. The proposed First Amendment would allow use of the Safe Homes for Seniors Grant Program anywhere in the City. This amendment is proposed because it would allow seniors in the more recent annexation areas containing trailer parks to participate in the program where the General Plan designation in these areas is not residential. The Redevelopment Agency has been discussing a joint project with the County of San Bernardino Redevelopment Agency on providing a similar senior grant program within the County boundaries of the Mission Boulevard Joint Redevelopment Project Area.
- Proposed Agreement No. 09-54 would change the amount of the Safe Homes for Seniors grant from \$1,000 to \$1,500. An increase in the amount of the grant was suggested by NPHS because it more accurately represented the cost of requested minor repairs.
- Proposed Agreement No. 09-54 would amend the term of Agreement No. 07-122. The term of the Agreement would be extended one year to June 30, 2010.
- With the exception of the stated amendments to the Funding and Administrative Services Agreement, all other terms of Agreement No. 07-122 would remain in full force and effect.

FISCAL IMPACT: As indicated, implementation of Agreement No. 09-54 would increase the cost of a Safe Homes for Senior Grant Program from \$1,000 to \$1,500. The Redevelopment Agency Fiscal Year 2009-10 Housing Fund Budget contains \$75,000 for Safe Homes for Seniors grants (50 grants). The funds for this program would be distributed to NPHS quarterly if requested by NPHS. The administrative fee charged for the program will remain \$300 per grant.

The Redevelopment Agency Fiscal Year 2009-10 Housing Fund Budget contains \$270,000 for rehabilitation loans. Funds for rehabilitation loans are distributed to NPHS upon submittal of appropriate information on a per loan basis. NPHS is paid the amount of 15 percent of each loan up to \$5,000 to cover administrative costs upon presentation of a recorded Deed of Trust to the Redevelopment Agency.

RECOMMENDATION: Staff recommends that the Redevelopment Agency Board of Directors approve Agreement No. 09-54, the First Amendment to Agreement No. 07-122, a Funding and Administrative Services Agreement by and between the City of Montclair Redevelopment Agency and Neighborhood Partnership Housing Services.

AGENDA REPORT

SUBJECT: CONSIDER APPROVAL OF AGREEMENT NO. 09-55 WITH STEPHEN AND TERRI PAROLA FOR A BUSINESS SELF MOVE IN CONJUNCTION WITH THE MONTE VISTA AVENUE/UNION PACIFIC RAILROAD GRADE SEPARATION PROJECT	DATE: July 6, 2009
	SECTION: AGREEMENTS
	ITEM NO.: 2
	FILE I.D.: STA110
AUTHORIZATION OF CITY ENGINEER TO EXECUTE AGREEMENT NO. 09-55	DEPT.: PUBLIC WORKS

BUSINESS PLAN: STRATEGIC PRIORITY NO. 6

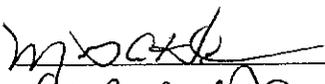
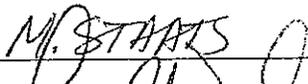
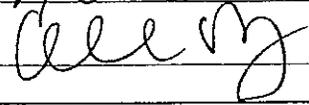
REASON FOR CONSIDERATION: The City is currently in escrow to purchase property located on the east side of Monte Vista Avenue south of State Street to facilitate the Monte Vista Avenue/Union Pacific Railroad Grade Separation Project. A business located on this property, Hobby Club USA, will have to be relocated. The City is obligated to provide relocation expenses for this business. The business has chosen to move itself, which under state law it is entitled to do. Proposed Agreement No. 09-55 provides a mechanism for reimbursing the business for its moving expenses. A copy of the Agreement is attached for City Council review and consideration.

Approval of Agreement No. 09-55 satisfies a portion of Strategic Priority No. 6 as contained in Montclair's "Business Plan."

BACKGROUND: On June 2, 2008, the City entered into Purchase and Sale Agreement No. 08-35 with Harold W. McCoy, et al., for the purchase of property located on the east side of Monte Vista Avenue south of State Street. The acquisition of this property is required for the construction of the Monte Vista Avenue/Union Pacific Railroad Grade Separation Project. At the time, the property was occupied by three businesses, one of which has actually been closed for several years. The City has been working with the two remaining businesses to find suitable places to relocate. One business has already been relocated. The other business, Hobby Club USA, has recently found a new location and is now making preparations to move.

Agreement No. 09-55 provides relocation expenses to Stephen and Terri Parola, the owners of Hobby Club USA. The relocation expenses include the relocation of all equipment, stock, inventory, and other items of personal property itemized within Exhibit A of the agreement.

A commercial move quote was obtained from Cookes Crating, Inc., as shown in Exhibit B to the Agreement. Mr. and Ms. Parola have opted to move their business themselves, which under state law they are entitled to do. Their relocation reimbursement, however, is limited to the amount of the lowest, most reasonable bid as shown in Exhibit B.

Prepared by: <u></u>	Reviewed and Approved by:	<u></u>
Proofed by: <u></u>	Presented by:	<u></u>

FISCAL IMPACT: Agreement No. 09-55 provides for payment of \$98,700 to be made in two equal installments. The first payment would be made upon execution of this Agreement. The second payment would be made after the City has verified that the move has been completed. Right-of-way acquisition costs, including relocation expenses, are being funded by the state through the Traffic Congestion Relief Act of 2000. Upon payment of relocation expenses, the City will submit a reimbursement request to the state.

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

1. Approve Agreement No. 09-55 with Stephen and Terri Parola for a business self move in conjunction with the Monte Vista Avenue/Union Pacific Railroad Grade Separation Project.
2. Authorize the City Engineer to execute Agreement No. 09-55.



Business Self Move Agreement

It is hereby understood and agreed by Hobby Club USA (called here the "Claimant") and the City of Montclair (called here the "Displacing Agency") that the amount to be paid to the Claimant for the relocation of all equipment, stock, inventory, and other items of personal property itemized on the attached inventory (**Exhibit A**) and not acquired with the real property located at 10771 Monte Vista, Montclair, CA 91763 ("Subject Property") to the replacement business location at 10820 Central Avenue, Ontario, CA 91762 ("Replacement Site") is **Ninety Eight Thousand Seven Hundred Dollars** (\$98,700.00). This payment is based on the amount of the lowest, most reasonable bid, attached hereto as **Exhibit B**.

The parties further agree as follows:

1. No claim for payment shall be honored by the Displacing Agency until:
 - (a) The Claimant has secured the replacement property and submitted an executed lease.
2. There will be 2 checks in the amount of \$49,350.00 each. The first check will be released when the executed lease is received.
3. The final check will be released when a representative of Overland, Pacific & Cutler, Inc. the Displacing Agency's relocation representative has personally inspected the Subject Property and the Replacement Site to verify completion of the move.
4. If upon inspection by a representative of Overland, Pacific & Cutler, Inc. any portion of the items on Exhibit "A" were not relocated to the Replacement Site for any reason whatsoever, an appropriate reduction in the agreed amount shall be made by the Displacing Agency.
5. The Claimant shall allow a representative of Overland, Pacific & Cutler, Inc. to monitor the move as it sees fit, and such monitoring shall not carry with it any liability or responsibility on the part of the Displacing Agency or Overland, Pacific & Cutler, Inc.
6. Neither the Displacing Agency nor any employee, officer, or agent thereof shall be responsible for any damage or liability occurring by reason of anything done or omitted to be done by Claimant under or in connection with the agreement. It is also understood and agreed that the Claimant shall fully indemnify and hold the Displacing Agency and Overland, Pacific & Cutler, Inc. harmless for any liability imposed by injury or damage to property occurring by reason of anything done or omitted by Claimant in connection with this agreement.
7. In the event the actual cost of the move exceeds the amount agreed upon above, only those additional costs which can be shown to have been actually required in order to complete the move will, within certain limitations, be reimbursed. In this event, the actual cost of the

EXHIBIT "A"

The following items require relocation and have not been acquired with the real property in conjunction with the acquisition of the Subject Property.

Please list and describe all items to be relocated:

Please see attached inventory list

I certify under the penalty of perjury that the above listed items are personal property owned by me and are to be relocated to the Replacement Site.

Dated: 6-2-2009

By: 
Steve Parola

x 
Terri Parola

Exhibit A

7-17-09

1 of 1

FRONT ROOM HANGING PLANS

~~4-23-09~~

QTY	UNIT	DESCRIPTION	PLN	BOAT	TRAIN	VEH	HELI	PRICE
1	EA	5/8 Scale B/W w/ RTF						1500.00
1	EA	1/4 Scale Space Walker RTF	X					3500.00
1	EA	ACE Seaman's Log RTF	X					2500.00
1	EA	T-35 Yellow Navy #29 RTF	X					1800.00
1	EA	1/4 Scale Cub Pilot RTF	X					4500.00
1	EA	Tiger 60 Prop/Yell/W/RT RTF	X					1800.00
1	EA	Coxton 300 Motor OS Twin RTF	X					2500.00
1	EA	1/4 Scale Gilmore Racer RTF	X					5500.00
1	EA	Seaman RTF	X					2400.00
1	EA	1/4 Scale Veteran Williams RTF	X					6500.00
1	EA	Patrol X RTF	X					2500.00
1	EA	40 Size Casair RTF	X					3600.00
1	EA	ACE Seaman (42) RTF	X					2500.00
1	EA	Twin Ace RTF	X					5000.00
1	EA	Twin Ace RTF	X					1900.00
1	EA	GP. Gull RTF OS 1/2 Twin	X					2800.00
1	EA	33% Extra 300L w/ 60 OS RTF	X					4500.00
1	EA	DC-3 - Bud Waiser RTF	X					3000.00
1	EA	Helicopter w/rot. motor	X					1900.00
1	EA	GB COK - w/rot RTF	X					1900.00
1	EA	P-51 Gun. Williams ART RTF	X					1200.00
1	EA	GP Seaman Pipe of 5000 300 RTF	X					3500.00
1	EA	GB Tiger 100 RTF	X					2600.00
1	EA	B. D. SA 1/2 Scale Cub RTF	X					7500.00
1	EA	RV-6 RTF	X					1800.00
1	EA	P-51 Twin RTF	X					2500.00
1	EA	P-42 ART RTF (Tiger Tooth)	X					1500.00
1	EA	Sheep Stamp EL Racer Yell/Red RTF	X					1800.00
2	EA	ATG-46 Racers RTF	X					1200.00
1	EA	Sig. Something Buffer RTF	X					1900.00
1	EA	1/6 Scale 46 Size RTF	X					1200.00
1	EA	Ultimate Dip. 40 Size RTF	X					1500.00
1	EA	P-51 P+S RTF	X					900.00
1	EA	Parrot 2 - RTF	X					850.00
1	EA	Room Jet RTF	X					1200.00
4	EA	Sig. Giant Scale Rascals RTF	X					4500.00
4	EA	Laminar Downwater Race Planes	X					2400.00
1	EA	Dual Ace Twin	X					2200.00
1	EA	Geep RT - Racer - Race Plane	X					6000.00
1		Geep RT Racer (Scale)						1500.00
1		1/3 Scale 330L -						4500.00
1		1/4 Scale Manoe Coupe -						3500.00

copy & memo on 6-5-07

INVENTORY AS OF PRINT DATE

E.H. ROOM

4-22-07 - HANGING AIRPLANES

~~PRINT DATE~~

	1	Ace 4-120 Deluxe Bipe RTF	3000.00
	2	BUSA Sopwith Pup Fuse + Wings w/ Motor & Servo	3500.00 - N6917 &
	3	G-3 RAZOR BACK w/ motor needs to be fixed	1500.00
	4	Sig. Something Extra RTF	1200.00
	5	GP P-51 RTF	1100.00
	6	Complete Post + PAUL RTF	600.00
	7	PACIFIC GBY w/ G-26 Motor RTF	2300.00
	8	YSCALE DIAMOND - RTF 300 twin	3000.00
	9	GP T-6 RAZOR RTF	200.00
	10	CHLARIAN RTF ADP	900.00
	11	How 9 twist RTF	650.00
	12	VORTEX Jet RTF	1200.00
	13	LANCE AIR RTF	2200.00
54-	14	2 GLENS RTF	4500.00
	15	How 9 CORSAIR RTF	1150.00
	16	Christian Eagle NO motor (collectible)	200.00
	17	Twin Ace RTF	100.00
	18	Ultimate Bipe NO motor YSCALE	1200.00
	19	RACE PRO T-6 RAZOR RTF	500.00 400.00
	20	BUSA Sop with Post RTF	4500.00
	21	Deer Bipe RTF	950.00
53-	22	2 TT-TRAINERS w/ RAILS RTF	400.00 EA
	23	GOLDWING Cupped wing Cup w/ PLANK RTF	500.00
	24	Buren Christian Husky w/ 300 twin RTF	3000.00
	25	GP ELECTRA END - MAIN ONLY	200.00
	26	Lazer Bee 40 NO motor	300.00
	27	TF P/W Logging Trainer RTF	650.00
	28	GP P-6E Bipe RTF	2800.00
	29	How 9 Corsair w/ Ret. RTF	1500.00
	30	BUSA Super Stearman w/ motor YSCALE	5500.00
	31	GP Super Stearman ADP	1800.00
	32	CG Tiger 60 w/ Ret. RTF (KIT) BROWN	1800.00
	33	CG " " " " " " YALL-PAD	1500.00
	34	RACE PRO-T-6 RAZOR	4500.00
	35	60 size TRAINER GP RTF	450.00
	36	YSCALE Coiles w/ motor N. RTF	1500.00
	37	GP T-6 40 size RAZOR	1200.00
	38	Yew Aircraft YSCALE CAMPID RTF	1800.00
	39	ROAD RUNNER RTF	1200.00
	40	Sig KADET SR NGHT FLYER RTF	1300.00
	41	Sig KADET SR ADP RTF	1800.00
	42	CG Tiger 60 w/ RT. RTF	1200.00
51 -	43	3 CARL GAG PROTEGE KWS RTF	900.00 EA
52	44	1 HOBBY DADDY TELEMASTER GIANT RTF	1800.00
	45	1 Blue Telet Sea Fo Ry	300.00
	46	1 T3 COB BIPED RTF	400.00
	47	10 size PHS SPECIAL RTF	450.00
	48	1 Blot New CAT	250.00
	49	1 Racer P-51	300.00
55 -	50	2 PARA-SAILONS 90" + 100" RTF	750.00 + 850.00

	A	B	C
1	QUANTITY	DESCRIPTION	TYPE
2	1	DYNA FLITE BIRD OF TIME GLIDER ARF	AIRPLANE
3	1	E FLITE CESSNA 182 PARK FLYER ARF	AIRPLANE
4	2	E FLITE EDGE 540 ELECTRIC	AIRPLANE
5	1	E FLITE MINI FUNTANA ELECT	AIRPLANE
6	2	E FLITE SUPERLINE PARK FLYER ARF	AIRPLANE
7	1	GOLDBERG ANNIVERSARY CUB 40 SIZE ARF	AIRPLANE
8	1	GOLDBERG EAGLE II ARF	AIRPLANE
9	3	GOLDBERG LITIN' BUG ELECTRIC ARF	AIRPLANE
10	1	GOLDBERG TIGER 120 ARF	AIRPLANE
11	1	GOLDBERG TIGER 60 ARF <i>Roll 5-12-71</i>	AIRPLANE
12	1	GOLDBERG YAK 54 - ARF 77"	AIRPLANE
13	1	GOLDBERG YAK COWELL 77"	AIRPLANE
14	1	GREAT PLANES COSMIC WIND MINNOW ARF	AIRPLANE
15	2	GREAT PLANES GIANT AEROMASTER ARF	AIRPLANE
16	2	GREAT PLANES NOBLER C/L ARF	AIRPLANE
17	1	GREAT PLANES ULTIMATE BIPE ARF	AIRPLANE
18	1	GREAT PLANES YAK 54 3D ARF - 77"	AIRPLANE
19	1	HANGAR 9 2600 ALPHA 60 CH 55 RTF (Packing Box)	AIRPLANE
20	1	HANGAR 9 27% EXTRA 260 ARF	AIRPLANE
21	1	HANGAR 9 4125 PULSE 40X PLUS PLUG & PLAY ARF	AIRPLANE
22	1	HANGAR 9 4250 SPITFIRE 60 ARF	AIRPLANE
23	2	HANGAR 9 ARROW CH 2 RTF	AIRPLANE
24	1	HANGAR 9 CAP 232 40 SIZE ARF	AIRPLANE
25	1	HANGAR 9 CAP 232 ARF	AIRPLANE
26	1	HANGAR 9 CAP 232 COWELL	AIRPLANE
27	1	HANGAR 9 CUB ARF	AIRPLANE
28	2	HANGAR 9 FUNTANA S40 3D ARF	AIRPLANE
29	1	HANGAR 9 SUPER CUB 100" 1/4 SCALE ARF	AIRPLANE
30	1	HANGAR 9 T34 MENTOR ARF (NEW)	AIRPLANE
31	1	HANGAR 9 TWIST 80 60 ARF	AIRPLANE
32	1	HANGAR 9 ULTRA STICK 40 ARF	AIRPLANE
33	1	HOBBY LOBBY 12 XXX TELEMMASTER KIT	AIRPLANE
34	1	HOBBY LOBBY TELEMMASTER 94" ARF	AIRPLANE
35	1	HOBBY ZONE SUPER CUB ELECT RTF	AIRPLANE
36	1	KATANA 80" 50 CC SIZE ARF	AIRPLANE
37	1	KYOSHO F16 ARF	AIRPLANE
38	1	LANIER F4 FANTOM 40 ARF	AIRPLANE
39	1	MUD DUCK KIT (OLD)	AIRPLANE
40	3	PARK ZONE FW 190 ELECTRIC	AIRPLANE
41	1	SEAGULL EDGE 540 ARF	AIRPLANE
42	1	SEAGULL HARRIER 3D ARF	AIRPLANE
43	1	SEAGULL PC 9 ARF	AIRPLANE
44	2	SEAGULL SUPER STAR ARF	AIRPLANE
45	1	SIG KADET SR - BLUE WING SET	AIRPLANE
46	1	SIG MORRISY BRAVO KIT	AIRPLANE
47	3	SIG SUNDANCER BIPE ARF	AIRPLANE
48	1	SULLIVAN FOAM FLOATS 36" SET	AIRPLANE
49	1	SULLIVAN FOAM FLOATS 44" SET	AIRPLANE
50	1	TOP FLITE BEACH BONANZA COCKPIT KIT	AIRPLANE

4-20-07 3 DEC SEAMASTERS PURP.

- 1 WORLD MOD 1/3 SCALE CUB - ARF
- 2 SIG RASCALS 1/3 SCALE = RED
- GP CESSNA 310 REP
- BP SEAWIND ARF

	A	B	C
51	1	TOP FLITE PIPER ARROW COCKPIT KIT	AIRPLANE
52	1	TOP FLITE PIPER ARROW KIT	AIRPLANE
53	1	WORLD MODELS CUB ELECTIRC ARF	AIRPLANE
54	1	AQUACRAFT BASS BOAT	BOAT
55	1	ATLANTIC HARBOR TUG BOART	BOAT
56	2	DICKIE TUG BOATS	BOAT
57	1	KYOSHO ATLANTIC 600 ELECTRIC BOAT	BOAT
58	1	PROBOAT - MISS LUMAR - SMALL	BOAT
59	2	PROBOAT - RIPTIDES	BOAT
60	1	PROBOAT CLASSIC RUNABOUT	BOAT
61	1	PROBOAT SHOCK WAVE (BIG BOAT)	BOAT
62	1	TT FISHING BOAT - CATHERINE	BOAT
63	1	TT FISHING BOAT - LUBMASTER	BOAT
64	1	TT FISHING BOAT MAJESTIC	BOAT

CONTAINER INVENTORY

- 3- Sengok Dual Ace ARF
- 1- Gold Bug 77' YAK 54 ARF
- 2 Ace Seamasters - (Pink) ARF

- 4-21-07 2 HAWK - P-51 150 - IN Box (outer) - 1 - UNWRAPPED
- 2 ~~HAWK~~ Great Planes - RV-4 1/4 SCALE ARF
- 1 HAWK - 9 PLUG & PLAY CUB (4005)
- ~~1 TOP FLITE 1/4 SCALE STAGEWING BOAT - ARF~~ 5/27/07 do build
- 1 Great Planes RV4 (9103) ARF

Approx

1945-1955

at least
 20
 at least
 25
 at least
 30
 at least
 25

QTY

Leonel Antojare Water Towers			
"	1	1	Antimated Gate men
"	"	"	Locomotives
"	"	"	Accessories of milk car platform i.e. being station of oct d op new

EXHIBIT "B"

LOWEST, MOST REASONABLE MOVING BID

Please see attached moving bid

EXHIBIT B

COMMERCIAL MOVE

City Montclair
c/o Overland, Pacific & Cutler, Inc.
2280 Market Street, Suite 340
Riverside, CA 92501

Date:
Railroad Grade Separation

RE: Move bid for Hobby Club USA, 10771 Monte Vista Avenue, Montclair, CA

MOVE BY COMMERCIAL CARRIER

As this move is the result of displacement from real property acquired for public purposes and the cost is to be borne by the City of Montclair and charges for this move are exempt from regulations by the Public Utilities commission. The cost of performing the work in connection with this move will not exceed the cost quoted herein. All work performed under this bid shall be accomplished in a good and workmanlike manner and in accordance with standards normally applied by the industry. The company shall be responsible for the actual replacement cost of all loss or damage incurred in the performance of the work.

1. The final cost of said work shall not exceed \$ 98,700 and is based on the move conditions, special instructions provided and the inventory (and other on site personal property) which was viewed by you at the time of the inspection of the property on July 12, 2007
2. Work to be done consists of the moving of the personal property described above from: 10771 Monte Vista Avenue, Montclair, CA To: To be determined (within 50 miles)
3. Work shall be started on or after: To be determined , and be completed on or before: To be determined
4. Unless otherwise specifically stated herein, the work shall be limited to dismantling, disconnecting, crating, loading, insuring, transporting, unloading, and reinstalling of personal property and shall not include any addition to, alteration, or other physical change in or to any structure in connection with the removal from or reinstallation of personal property.
5. Included in this bid will be replacement cost insurance (zero deductible).
6. Personal property to be moved was viewed at the time of the property inspection.

By:  Title: President
 Company: COOKES CRATING INC.
 Address: 3124 E. ELEVENTH ST, LA, CA, 90023
(323) 268 5701

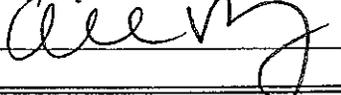
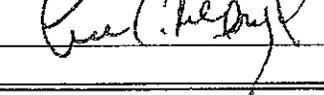
AGENDA REPORT

SUBJECT: CONSIDER APPROVAL OF AGREEMENT NO. 09-56 ADOPTING THE CITY OF MONTCLAIR'S 12 PERCENT ANNUAL ANTICIPATED DISADVANTAGED BUSINESS ENTERPRISE PARTICIPATION LEVEL	DATE: July 6, 2009 SECTION: AGREEMENTS ITEM NO.: 3 FILE I.D.: PUB112 DEPT.: PUBLIC WORKS
BUSINESS PLAN: N/A	

REASON FOR CONSIDERATION: Projects using federal funds require compliance with federal regulations that are not necessarily required on projects using local funding only. One of these regulations addresses Disadvantaged Business Enterprises (DBE). The City Council is requested to consider approval of Agreement No. 09-56 adopting the City's 12 percent Annual Anticipated Disadvantaged Business Enterprise Participation Level (AADPL). A copy of the Agreement is attached for the Council's review and consideration.

BACKGROUND: On May 1, 2006, the California Department of Transportation (Caltrans) directed local agencies to implement a wholly Race-Neutral DBE Program in accordance with new race-neutral DBE policy directives. The directives were issued as a result of a decision from the Ninth Circuit Court of Appeals and guidelines promulgated by the Federal Highway Administration (FHWA) in response to that decision. The decision mandated that evidence of discrimination in the transportation contracting industry must be documented in order to implement a Race-Conscious DBE Program. After careful analysis, Caltrans and FHWA concluded that Caltrans, at that time, lacked sufficient evidence to satisfy the strict scrutiny and newly established evidentiary standards established by the Ninth Circuit Court to request a waiver from the U. S. Department of Transportation (USDOT) to continue its use of race-conscious measures (including establishing contract-specific numeric goals to affirmatively drive DBE participation and requiring bidders/proposers to demonstrate responsiveness to such as a condition of award) in meeting the state's Overall DBE Goal. In February 2009, FHWA overturned that decision and decided to go with a Race-Conscious Program to assure a level playing field on which DBEs can compete fairly for Caltrans-assisted contracts.

In correspondence received from Caltrans Local Assistance Office on March 4, 2009, the City of Montclair was required to adopt the Disadvantaged Business Enterprise Program Implementation Agreement changing our program from a Race-Neutral program to a Race-Conscious program. Caltrans conducted a Disparity Study; in its findings, Caltrans identified four groups to be underutilized DBE Groups: African American, Asian Pacific American, Women, and Native American businesses. Caltrans requested a waiver as required by 49 CFR §26.15 with the USDOT Federal Highway Administration (FHWA) operating administration to resume implementing its Race-Conscious DBE Program with a limited application to the four identified underutilized DBE groups.

Prepared by: <u></u>	Reviewed and Approved by: <u></u>
Proofed by: <u></u>	Presented by: <u></u>

The first step of the Race-Conscious AADPL Methodology included establishing a Base Figure utilizing quantifiable evidence to determine the relative availability of DBEs within specified industries identified as a part of the City's DOT-assisted contracting projects anticipated to be awarded by the City within Federal Fiscal Year 2009-10. The City utilized the California Unified Certification Program (CUCP) Directory of Certified DBE Firms and the U.S. Census Bureau: County Business Patterns, NAICS database to complete this step.

Upon establishing the Base Figure, the City surveyed and assessed other known relevant evidence to determine what additional adjustments, if any, were needed to narrowly tailor the Base Figure to the City's market area. Factors considered in the adjustment of the Base Figure included the historical and current capacity of DBEs measured by actual attainments on similar projects and the City's Bidders List collected on procurements with similar scopes as this year's contracting program.

The City's AADPL is required to be updated annually to maintain relevancy to local market conditions and factors impacting DBE availability as directed by Caltrans.

FISCAL IMPACT: The City Council's approval of Agreement No. 09-56 adopting the Race-Conscious AADPL for Federal Fiscal Year 2009-10 would ensure compliance with Caltrans' federal funding requirements, provisions, and financial responsibilities and guarantee the City's federal financial assistance.

RECOMMENDATION: Staff recommends the City Council approve Agreement No. 09-56 adopting the City of Montclair's 12 percent Annual Anticipated Disadvantaged Business Enterprise Participation Level.

Exhibit 9-B Local Agency DBE Annual Submittal Form

TO: CALTRANS DISTRICT 08
District Local Assistance Engineer – Mr. Patrick Hally

The amount of the Annual Anticipated DBE Participation Level (AADPL) and methodology are presented herein, in accordance with Title 49 of the Code of Federal Regulations (CFR), Part 26, and the State of California, Department of Transportation Disadvantaged Business Enterprise (DBE) Program Plan.

The City of Montclair submits our AADPL information. We have established an AADPL of 12% (6% Race Neutral; 6% Race Conscious) for the Federal Fiscal Year 2009 /10, beginning on October 1, 2009 and ending on September 30, 2010.

Methodology

Refer to the attached AADPL Methodology Enclosure.

Disadvantaged Business Enterprise Liaison Officer (DBELO)

Mr. Michael Hudson, City Engineer
5111 Benito Street, Montclair, CA 91763
Phone: (909) 625-9441
Fax: (909) 621-1584
E-mail: mhudson@ci.montclair.ca.us

Planned Race-Neutral Measures

The City of Montclair plans to implement the following race-neutral measures to comply with 49 CFR Part 26.51 and Section V of the California Department of Transportation Race-Conscious DBE Program Implementation Agreement for Local Agencies.

- Providing assistance in overcoming limitations such as inability to obtain bonding or financing (e.g., by such means as simplifying the bonding process, reducing bonding requirements, eliminating the impact of surety costs from bids, and providing services to help DBEs, and other small businesses, obtain bonding and financing); ***Planned Race-Neutral Measures:*** *The City will, through its website refer the DBE and Small Business Contracting Community to the SBA Bonding Assistance Program, via the Caltrans California Construction Contracting Program (CCCP) and its technical counselors.*
- Carrying out information and communication programs on contracting procedures and specific contract opportunities (e.g., ensuring the inclusion of DBEs, and other small businesses, on recipient mailing lists of bidders; ensuring the dissemination to bidders on prime contracts of lists of potential subcontractors; provision of information in languages other than English, where appropriate); ***Planned Race-Neutral Measures:*** *The City will solicit DBEs and Small Businesses within the City's defined market area utilizing any or all of the following means: Issue solicitation flyers/letters to promote upcoming bid opportunities through, email blasts, postcards, website posting, fax blasts, etc.*
- Implementing a supportive services program to develop and improve immediate and long-term business management, record keeping, and financial and accounting capability for DBEs and other small businesses; ***Planned Race-Neutral Measures:*** *The City will actively promote the Caltrans sponsored California Construction Contracting Program (CCCP) to its market place contractors, consultants and vendors through the City's website by directing them to www.buildcalifornia.org*
- Ensuring distribution of your DBE directory, through print and electronic means, to the widest feasible

universe of potential prime contractors; **Planned Race-Neutral Measures:** The City will advise its Contracting Community of the availability of the California Unified Certification Program (CUCP) database (directory of Certified DBEs) website at www.dot.ca.gov/ucp/GetLicenseForm.do

- Assisting DBEs, and other small businesses, to develop their capability to utilize emerging technology and conduct business through electronic media. **Planned Race-Neutral Measures:** The City will advise the DBE and Small Business community to participate and attend Caltrans' sponsored free courses specifically offered through the CCCP, specifically the "Navigating the Caltrans Procurement Website course" to assess bid opportunities as this course includes tips on accessing local agencies websites as well.

Prompt Pay

Federal regulation (49 CFR 26.29) requires one of three methods be used in federal-aid contracts to ensure prompt and full payment of any retainage, kept by the prime contractor or subcontractor, to a subcontractor. (Attached is a listing of the three methods. On the attachment, please designate which prompt payment provision the local agency will use.)

49 CFR Part 26.29(d) requires providing appropriate means to enforce prompt payment. These means may include appropriate penalties for failure to comply with the terms and conditions of the contract. The means may also provide that any delay or postponement of payment among the parties may take place only for good cause, with the local agency's prior written approval. Please briefly describe the monitoring and enforcement mechanisms in place to ensure that all subcontractors, including DBEs, are promptly paid.

(Signature)

Date

(Print Name and Title)
ADMINISTERING AGENCY
(Authorized Governing Body Representative)

Phone Number

(Signature of Caltrans District Local Assistance Engineer [DLAE])

Date

AGENDA REPORT

SUBJECT: CONSIDER APPROVAL OF AGREEMENT NO. 09-57 WITH CARL WARREN & COMPANY FOR LIABILITY CLAIMS ADMINISTRATION	DATE: July 6, 2009 SECTION: AGREEMENTS ITEM NO.: 4 FILE I.D.: INS320 DEPT.: ADMIN. SVCS.
BUSINESS PLAN: N/A	

REASON FOR CONSIDERATION: Agreement No. 07-32 with Carl Warren & Company for liability claims administration services expired on March 16, 2009. The City Council is requested to consider approval of Agreement No. 09-57 with Carl Warren & Company for the company to continue administration of the City's liability claims.

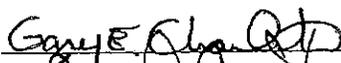
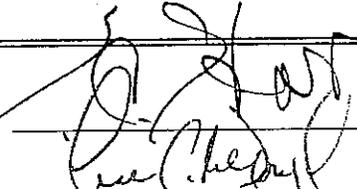
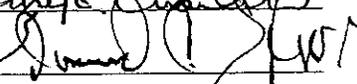
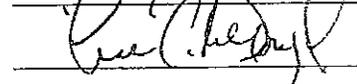
BACKGROUND: Agreement No. 09-57 proposes that liability claims administration services provided by Carl Warren & Company be continued for a two-year period beginning March 16, 2009, through March 15, 2011. Fee increases are being requested for five billing rates effective March 16, 2009. The Council last approved fee adjustments in 2007.

FISCAL IMPACT: Table 1 identifies the proposed schedule of service fees for the administration of liability claims to be performed by Carl Warren & Company effective March 16, 2009. The current and proposed fee changes are discussed in Agreement No. 09-57.

**Table 1
Current/Proposed Schedule of Service Fees**

	<i>Current Rates</i>	<i>Proposed Rates Effective March 16, 2009</i>	<i>Proposed Rates Effective March 16, 2010</i>
Service fee	\$51 per hour	\$55 per hour	\$56 per hour
Telephone services	8% of services	10% of services	No change
Photographs	\$2.25 each	\$2.50 each	No change
Mileage	\$.45 per mile	\$.55 per mile	No change
File setup fee	\$25.50	\$27.50	No change
Administrative fee	\$800 quarterly	\$300 quarterly	No change

Services are utilized on a claim-by-claim basis; therefore, the exact fiscal impact is currently unknown. A funding allocation is included in the budget to cover the anticipated

Prepared by: 	Reviewed and Approved by: 
Proofed by: 	Presented by: 

costs for these liability claims administration services. Actual Fiscal Year 2008-09 expenditures through June 25, 2009, with Carl Warren & Company are \$6,556.02.

RECOMMENDATION: Staff recommends the City Council approve Agreement No. 09-57 with Carl Warren & Company for liability claims administration services.

THIRD PARTY CLAIMS ADMINISTRATION CONTRACT

THIS AGREEMENT, entered into on March 16, 2009 by and between the City of Montclair hereinafter called "PRINCIPAL," and CARL WARREN & COMPANY, hereinafter called "CONTRACTOR," is for certain services as outlined in connection with the duties and responsibilities of administering a program of self-insurance.

WITNESSETH

WHEREAS, PRINCIPAL has undertaken to self-insure and is in need of a qualified third party to whom to delegate the responsibilities and duties of administering said partially or totally self-insured insurance program, and

WHEREAS, CONTRACTOR is engaged in the supervision and administration of programs for self-insurance,

NOW, THEREFORE, PRINCIPAL and CONTRACTOR mutually understand and agree as follows:

1. GENERAL

CONTRACTOR shall: (a) supervise and administer the Self-Insurance program for PRINCIPAL; (b) represent the PRINCIPAL in all matters related to the investigation, adjustment, processing, supervision and resolution of liability claims for money damages asserted by third parties against the PRINCIPAL (and other participants in the program as specified); and (c) provide to PRINCIPAL during the term of this Agreement all the services more particularly set forth hereinafter.

2. INVESTIGATIVE SERVICES

CONTRACTOR shall provide complete investigative and analytical services including, but not limited to: (a) receipt and examination of all reports of accidents, incidents, claims or cases which are or may be the subject of such claims reported by PRINCIPAL to CONTRACTOR; and (b) the investigation of such accidents, incidents, claims or cases where examination warrants such investigation or when requested by PRINCIPAL, such investigation to include on-site investigation, photographs, interviewing of witnesses, determination of losses and other such investigative services necessary to determine liability and loss but not to include Allocated Expenses and extraordinary professional services set forth below.

Regarding Allocated Expenses, PRINCIPAL agrees to pay for the cost of all reasonable and supportable extraordinary services and costs, including but not limited to, professional photography, police reports, independent medical examinations, professional engineering services, laboratory services, bulk copy

jobs, private investigators, legal costs and fees and work performed by accountants. CONTRACTOR shall charge PRINCIPAL for non-staff investigators or adjusters when, in the opinion of CONTRACTOR, such assistance is necessary and reasonably related to the monetary exposure.

3. SETTLEMENT AUTHORITY

CONTRACTOR shall have discretionary settlement authority up to \$ Zero.

4. CLAIMS ADJUSTMENT SERVICES

CONTRACTOR shall provide complete claims adjustment services on each accident or incident that may be the subject of a claim against the PRINCIPAL which is reported to CONTRACTOR by the PRINCIPAL. Such services shall include, but not be limited to (a) the maintenance of a claim file on each potential or actual claim reported to CONTRACTOR; (b) whenever its investigation results in a determination that PRINCIPAL has sustained a liability to a third party, CONTRACTOR shall process any such claim or potential claim for settlement in accordance with the PRINCIPAL'S instructions for settlement of such claims; and (c) obtaining all release agreements or proofs of loss on settlement of any claim or potential claim. Specific service instructions will be added to this contract as an exhibit. If subrogation is pursued, the rates in Section 8 will apply unless a separate contingency fee agreement is agreed to by PRINCIPAL and CONTRACTOR.

5. ADMINISTRATIVE SERVICES

CONTRACTOR shall provide at least the following administrative services: (a) assignment of a Principal Account Adjuster to the PRINCIPAL; (b) providing PRINCIPAL with electronic access to all reported claims during the term of this Agreement, indicating the status of each reported open claim assigned to CONTRACTOR, the details of each such claim, the outstanding reserves for each claim and details of all claim payments; and (c) periodic review and adjusting of reserves on all open claims. Account specific reports and attendance at meetings (including round trip travel) shall be provided by CONTRACTOR at the same rates provided in Section 8 as services.

6. LEGAL SUPPORT SERVICES

CONTRACTOR shall provide at least the following legal support services on each claim wherein the claimant has commenced litigation: (a) Upon notification by PRINCIPAL that litigation has been filed on an open claim, CONTRACTOR shall notify PRINCIPAL and, in accordance with PRINCIPAL'S instructions, the PRINCIPAL'S excess insurance carrier and/or excess reporting authority, pool or group (the "excess entity") and/or trial attorney assigned by PRINCIPAL to handle the case and provide such excess entity and/or trial attorney with all information

and files concerning claim; (b) maintain liaison with PRINCIPAL'S excess entity and/or trial attorney and provide such investigation services as are required by such attorney during pre-trial and trial stages; and (c) assist PRINCIPAL'S excess entity and/or trial attorney with discovery and other legal processes.

7. PERIOD OF AGREEMENT

This Agreement is for a period of twelve (12) months commencing 3.16.09 and ending 3.15.10, after which date this Agreement shall renew for one (1) year periods of time and rates will be reviewed annually.

8. CONSIDERATION

PRINCIPAL agrees to pay, effective 3.16.09 the following claim handling fees for CONTRACTOR'S services:

Fee Category:

Services	\$55.00 per hour/billing unit year-one / \$56.00 year-two
Mileage	.55 per mile/or IRS rate (the greater of)
Telephone	10 % of Services
Photocopies	30 cents per page
Pages/Stenographic	\$5.00
Photographs	\$2.50 each
Duplicated Photographs	\$1.50 each
Office Expense	20 % of Services
Set up fee	1/2 hour Services Rate above
Data Processing	Included in monthly service fee
1099 Preparation	Included
Cassettes	Included
Index * (per submission)	\$18.00 each
Miscellaneous **	At Cost
Compass2 / mycarlwarren Run/MCW (billed quarterly)	\$300.00 per quarter administrative/Loss

* Index includes ISO and OFAC.

** Miscellaneous includes but is not limited to actual costs for hotels, airfare, meals while on overnight travel, copying court documents etc.

Incident reports not requiring any claimant contact or investigation will be reviewed and entered into an incident report log for \$50 per incident if PRINCIPAL so requests.

Unless a multi-year contract term is in effect, this fee schedule shall be subject to negotiations between PRINCIPAL and CONTRACTOR at no less than one (1) year intervals following the effective date of the Agreement. Charges for

non-file-related professional services performed at the specific request of PRINCIPAL will be billed on an as quoted basis.

PRINCIPAL agrees to pay charges for outside adjusters other than CONTRACTOR'S adjusters and file related expenses such as medical reports, police reports, etc. on a pass through basis with no additional fees added.

9. DATA PROCESSING

(a) The following standard services are included in this cost and in the annual administrative fee - claims data electronically for up to three recipients and access to mycarlwarren.com for up to three users. For security purposes, access to mycarlwarren and any subscriptions will automatically terminate at the end of twelve (12) months. PRINCIPAL shall be responsible for notifying CONTRACTOR to renew user subscriptions and access or to substitute users.

(b) Additional users or recipients shall be charged on a per person basis at an annual fee of \$250.

(c) Special reports, new reports and data feeds can also be requested. They are subject to a cost per quote at a rate per project or per hour once the scope has been agreed upon. CONTRACTOR does not possess any interest, title, lien or right to any client data or records. Therefore, upon termination of the contract, CONTRACTOR is relieved of all obligations to provide data processing services to PRINCIPAL and will deliver to PRINCIPAL all data and records in a readily available excel or PDF format. If a different format is desired by PRINCIPAL, CONTRACTOR will provide it to PRINCIPAL at an agreed upon and reasonable cost and timeline.

10. PRINCIPAL'S RESPONSIBILITIES

PRINCIPAL shall provide CONTRACTOR with copies of all relevant documents upon request and without charge and shall make available any PRINCIPAL employee for interviews by CONTRACTOR at reasonable times concerning any investigation of a claim or incident pursuant to this Agreement.

CONTRACTOR shall bill PRINCIPAL and furnish PRINCIPAL with invoices for services rendered in accordance with the fee schedule set forth in the Agreement. Each invoice will include the claim or other matters for which a fee is being charged and the amount of the associated fee for that claim or matter. Payment shall be due and payable within thirty (30) days of receipt. PRINCIPAL shall report all billing discrepancies in writing to CONTRACTOR within thirty (30) days and adjustments will be promptly considered. PRINCIPAL will become delinquent when any undisputed invoice has been outstanding for over ninety (90)

days. CONTRACTOR may elect to limit access to data and/or suspend and/or terminate this Agreement in the event PRINCIPAL fails to pay CONTRACTOR. Good faith disputed amount(s) will not be considered in establishing delinquency. CONTRACTOR will notify PRINCIPAL of such failure to pay and if PRINCIPAL does not cure such failure, excluding any good faith disputed amount, within ten (10) banking days after the date of such notice ("the cure period"), CONTRACTOR may immediately limit access to data and/or suspend and/or terminate this Agreement as of the first business day following expiration of the cure period, and/or send the outstanding invoices to a collection agency to pursue recovery of outstanding amounts plus fees and interest.

11. CONFLICT OF INTEREST

In the event a claim or incident is reported to CONTRACTOR by PRINCIPAL and it is determined that the actual or potential claimants therein are also clients of CONTRACTOR, then CONTRACTOR shall immediately notify PRINCIPAL of such potential conflict of interest so PRINCIPAL may have the option to choose an independent investigator and adjuster.

12. CANCELLATION OF AGREEMENT

This Agreement may be terminated by either party with or without cause upon giving other party written notice at least ninety (90) days prior to the date of termination.

13. DISPOSITION OF FILES ON TERMINATION OF AGREEMENT

(a) All files on each claim shall be property of the PRINCIPAL.

(b) In the event of expiration of the Agreement, non-renewal thereof, or cancellation, CONTRACTOR shall bill the PRINCIPAL, subject to the rates quoted in Section 8 herein above, for work completed by CONTRACTOR on each claim. Upon receipt of payment of outstanding invoices (including those in 13c below), CONTRACTOR shall promptly forward all completed and pending claim files to the PRINCIPAL unless PRINCIPAL requests CONTRACTOR to continue to process any files on a time and expense basis as provided for in the CONTRACTOR'S Rate Manual at the time such services are rendered.

(c) PRINCIPAL agrees to pay CONTRACTOR for the internal and/or external cost of retaining, storing, retrieving, logging, packing and shipping files which are stored on or off premises by CONTRACTOR.

14. HOLD HARMLESS

PRINCIPAL agrees to defend any legal action commenced against CONTRACTOR caused directly or indirectly by the alleged wrongful or negligent

acts, errors or omissions of PRINCIPAL; and indemnify CONTRACTOR against any liability, loss, cost or damage including attorneys' fees resulting therefrom.

CONTRACTOR agrees to defend any legal action commenced against PRINCIPAL caused directly or indirectly solely by the wrongful or negligent acts, errors or omissions of the CONTRACTOR, employees, agents or others engaged by CONTRACTOR and to indemnify PRINCIPAL against any liability, loss, cost or damage including attorneys' fees resulting therefrom.

15. AUDITS

The CONTRACTOR'S files shall be made available for audits at any time upon reasonable notice. Reasonable notice shall be defined as thirty (30) days or as otherwise agreed by the parties. If special retrieval or shipment of the requested files is necessary, PRINCIPAL shall reimburse CONTRACTOR at cost. The CONTRACTOR reserves the right to reject an auditor proposed by PRINCIPAL if the proposed auditor may gain an unfair competitive advantage over CONTRACTOR by conducting such an audit.

IN WITNESS WHEREOF, the parties hereto have caused these present to be signed by the duly authorized Officers as of the day and year first above written.

(CONTRACTOR)

(PRINCIPAL)

CARL WARREN & COMPANY

BY: _____

BY: _____
Paul M. Eaton

TITLE: _____

TITLE: Mayor

DATE: _____

DATE: _____

By: _____
Donna M. Jackson

Title: City Clerk

Date: _____

AGENDA REPORT

SUBJECT: CONSIDER APPROVAL OF AGREEMENT NO. 09-58 WITH TEAM ECONOLITE TRAFFIC ENGINEERING AND MAINTENANCE EXTEND- ING THE TERM OF AGREEMENT NOS. 03-60 AND 06-103	DATE: July 6, 2009 SECTION: AGREEMENTS ITEM NO.: 5 FILE I.D.: TRC600 DEPT.: PUBLIC WORKS
BUSINESS PLAN: N/A	

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

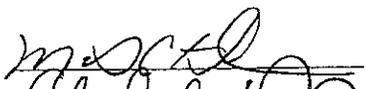
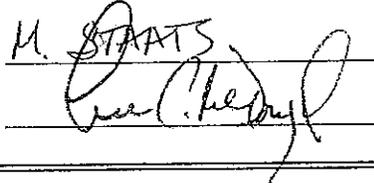
BACKGROUND: On January 29, 2003, the City issued a request for bids for providing traffic signal maintenance for the City's 38 traffic signals and one flashing beacon. Bids were opened on February 27, 2003. Team Econolite Traffic Engineering and Maintenance was the lowest responsible, responsive bidder for the work. The City Council awarded the maintenance contract to Team Econolite Traffic Engineering and Maintenance at its meeting of May 5, 2003, and entered into Agreement No. 03-60.

Agreement No. 03-60 was a three-year maintenance contract terminating on June 30, 2006. Both the request for bids and Agreement No. 03-60 included provisions for two three-year contract extensions if mutually agreeable to both parties. By City Council action on July 17, 2006, Agreement No. 06-103 extended the contract for an additional three-year term, terminating on June 30, 2009.

Team Econolite Traffic Engineering and Maintenance's service over the past two contract terms has been good, and it is recommended that the option to extend the contract for another three-year term be exercised. The number of traffic signals now owned and maintained by the City has increased from 38 to 42 and will soon increase to 44 with two new traffic signals scheduled to come on line this current fiscal year.

FISCAL IMPACT: Compensation for signal maintenance is broken down into two categories: routine maintenance and extraordinary maintenance. Routine maintenance is generally limited to the preventive maintenance checks performed on a monthly basis. Under Agreement No. 03-60, compensation was paid at a per intersection rate of \$56.30 per month. Agreement No. 06-103 reduced this rate to \$54.00 per month. Team Econolite Traffic Engineering and Maintenance has agreed to maintain this rate as well as unit costs for signal loop detector replacements. Hourly rates for extraordinary maintenance are in accordance with Exhibit B-1B. Extraordinary maintenance includes signal repairs as a result of wear and tear on equipment, traffic accidents, vandalism, etc.

RECOMMENDATION: Staff recommends the City Council approve Agreement No. 09-58 with Team Econolite Traffic Engineering and Maintenance extending the term of Agreement Nos. 03-60 and 06-103.

Prepared by: 	Reviewed and Approved by:	M. STAATS
Proofed by: 	Presented by:	

AGREEMENT

**TERM EXTENSION TO AGREEMENT NO. 03-60
WITH
TEAM ECONOLITE TRAFFIC ENGINEERING AND MAINTENANCE
FOR
TRAFFIC SIGNAL MAINTENANCE SERVICES**

This is the second term extension to the initial Agreement No. 03-60 by and between the City of Montclair, California, a municipal corporation, hereinafter referred to as "City" and Team Econolite Traffic Engineering and Maintenance, hereinafter referred to as "Contractor," dated this 6th day of July, 2009.

WHEREAS, Contractor and City did previously enter into Agreement No. 03-60, a signal maintenance agreement wherein Contractor agreed to perform traffic signal and safety lighting maintenance upon traffic signals and safety lighting owned by City; and

WHEREAS, Agreement No. 03-60 included a termination date of June 30, 2006; and

WHEREAS, Section B3 of Agreement No. 03-60 also included two three-year renewal options if mutually agreeable to both parties; and

WHEREAS, both parties mutually agreed to exercise the first three-year renewal option and entered into Agreement No. 06-103; and

WHEREAS, Agreement No. 06-103 included a termination date of June 30, 2009; and

WHEREAS, Contractor and City both desire to exercise the second of the two three-year renewal options at this time.

NOW, THEREFORE, in consideration of the mutual covenants previously made in Agreement Nos. 03-60 and 06-103, Contractor and City mutually agree to extend Agreement No. 03-60 with the following modifications:

SECTION A. No changes

SECTION B. No changes except as noted below.

3. TERMS OF CONTRACT: Replace with the following:

3. TERM OF CONTRACT: This contract shall commence on July 1, 2009, and terminate on June 30, 2012. City may terminate this contract without cause upon giving a 30-day written notice. City may terminate this contract immediately with cause.

EXHIBIT A-REQUEST FOR PROPOSALS

No Changes

EXHIBIT B-PROPOSAL

Exhibit B-1 Cost of Services: Replace Exhibit B-1 with Exhibit B-1B attached hereto.

Exhibit B-2 Qualifications: No changes.

Exhibit B-3 Schedule of Work: No changes.

Exhibit B-4 Key Personnel: Replace Exhibit B-4 with Exhibit B-4B attached hereto.

Exhibit B-5 Vehicles/Equipment: No changes.

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

CITY

CONTRACTOR

By:

Team Econolite Traffic Engineering
and Maintenance

Mayor

3360 East La Palma Avenue
Anaheim, CA 92806

Attest:

City Clerk

By:

Title

Approved as to form:

City Attorney

By:

Title

**Exhibit B-1B
Proposed Rate Schedule for:
The City of Montclair
July 1, 2009**

Hourly labor rates*:

Description	Regular	Overtime	Double Time
Supervisor	\$73.78	\$73.78	N/A
Lead Technician	\$84.33	\$115.16	\$145.98
Technician	\$84.33	\$115.16	\$145.98
Lead Utility Technician	\$84.33	\$115.16	\$145.98
Utility Technician	\$84.33	\$115.16	\$145.98
Lab Technician	\$71.94	\$98.22	N/A
Laborer	\$63.50	\$86.70	\$109.90
Relamper	\$35.64	\$48.66	N/A

Hourly equipment rates**:

Description	Rate
Van	\$10.78
Bucket to 36'	\$15.32
Utility Truck	\$16.46
Bucket truck above 36'	\$18.16
Crane	\$39.73
Arrow Board	\$16.74
Air Compressor w/ Tools	\$15.61
Dump Truck	\$24.97
Rate per intersection per month	\$54.00
Material Cost Plus	\$0.20
Loop	\$350.00
Replacement of LED (pole or mast arm)	\$27.00
Installation of LED Pedestrian Indication	\$29.00
Painting of traffic signal visors and back plates (per intersection)	\$465.00

*All Labor rates are portal to portal

**Any equipment used, but not on the above list will be charged at local prevailing rental ratesour cost plus 20% if we must rent. or

Exhibit B-4B
Econolite Traffic Engineering & Maintenance, Inc.
Proposal to the City of Montclair
Key Personnel

Scott Vu – *Traffic Signal Technician, NEC Certified Electrician, IMSA Level III Technician* – Scott has been in the traffic signal industries for 11 years. He started out testing cabinets at Signal Maintenance Inc. and worked his way lead technician. His responsibilities are to complete the monthly PM's and run calls as needed. Scott is very familiar with Econolite ASC controllers, AUTOSCOPE Solo Pro Video Detection Systems and 170 controllers. Scott is also an electronic bench technician where he repairs various items such as traffic signals controllers, MMU's and CMU's from a variety of manufactures.

Rafael Mendoza – *Traffic Signal Technician, NEC Certified Electrician*, Rafael has been working in the traffic Signal industry for more than 4 years and worked his way to a Lead technician. His current responsibilities are to complete monthly PM's and run calls as needed. Rafael is very familiar with Econolite ASC controllers, IDC 820a controllers 170 and 170E controllers, AUTOSCOPE Solo Pro Video Detection System, Itéris Video Detection Systems and most UPS Battery Back Up Systems. Rafael is able to trouble shoot and repair interconnect systems.

Jesus Sanchez – *Systems Technician, NEC Certified Electrician* - Jesus began his career with Econolite Control Products, Inc. in the 1970's as a cabinet wiring technician working with Bob Robles. His aptitude was quickly recognized and he was promoted to cabinet test technician and then on to cabinet design. Jesus left Econolite and moved to Multisonics where he helped design and implement their Vehicle Management System (VMS) which is still in used today. Jesus then branched out on his own and began his own company which built and repaired Traconex brand of controllers for U.S. Traffic as a subcontractor. As the need slackened for the controllers, Jesus decided to work as a system technician troubleshooting and repairing VMS for many of the cities in Orange County. Jesus joined TEAM Econolite as a systems technician and is now a senior level technician. Jesus will be the lead for maintaining the interconnect for the city of Montclair as he has extensive experience in this area.

Additional Support

Bob Robles – *Senior Engineering Technician NEC Certified Electrician* - Bob began his career with Econolite Control Products, Inc. in 1968 when he was honorably discharged from the U.S. Air Force. He worked as an electronic assembler until 1969 when he was promoted to Production Line Leadman, a

position he held until 1970. Bob then moved to electronic technician, and in 1979 was promoted to Test Supervisor. In 1982 Bob was again promoted to the position of Manager of Production Engineering where he ran the production engineering department. Bob held this position until 1989 when he moved to the position of Design Engineer. In 1990 Bob moved to General Dynamics and assisted in the Gyro Optics Production Department, and later that year Bob returned to Econolite as a field service technician. In 1995 Bob moved to Peek Traffic to assume the position of Senior Engineering Technician. At Peek, Bob's duties included the complete monthly maintenance for the City of Fontana, supervising the cabinet testing area and special projects for the maintenance department. In May of 2002, Bob was hired by TEAM Econolite to assist in the initial setup and implementation of the new maintenance business. Bob is fully versed on all types of Econolite equipment and cabinet design and is certified as a Level II traffic signal technician by IMSA as well as by Econolite Control Products Inc. He is also taking Econolite classes in Autoscope Solo Pro video and is fully versed on CCTV. Bob is a part of the team that maintains the CCTV and CMS for the City of Santa Ana. Bob lives in the City of Corona.

Carl Gidney – *Utility Leadman, NEC Certified Electrician* - Mr. Gidney has been associated with the traffic signal industry for the past 30 years. Carl has extensive knowledge in the construction, installation, and repair of traffic signal systems, and street lighting systems. Carl has been in charge of many significant projects, most recently the City of Pasadena FAU project where a major upgrade of controllers, signal equipment, detection and interconnect was achieved over a 1 1/2 year period. Carl has performed complicated intersection/system modifications as well as installing complete new intersections for many cities in Southern California.

Support Staff

Patrick Showalter – *Maintenance Operations Manager* – Patrick will be working alongside Bob Robles on all technical issues, and will be the local area supervisor for the City of Montclair. Patrick's career began with Superior Signal Service in the early 90s where he worked as a Traffic Signal Maintenance Technician. Patrick learned the ins and outs of the business during his 7 years of service to the company. For over 9 years, Patrick worked with Econolite Control Products Inc. covering the Western US as the Contractor Sales Representative. During that timeframe he has been able to work with all types of contractors including traffic signal maintenance organizations. In August of 2006 Patrick came aboard as our Maintenance Operations Manager and has brought with him his dedication to customer service as well as his industry experience.

Rick Duncan – *Utility Operations Manager* - Rick has been in the traffic signal maintenance industry for over 30 years and has spent the last 25 years

of his career with steady career progression with the largest traffic signal maintenance organization in the State of California. During his tenure, Rick held positions as a field technician, utility/construction technician, utility field supervisor and utility operations manager. Rick's prior work included a position as a field technician and utility technician at Superior Signal Service. Rick brings to TEAM Econolite not only the vast knowledge of utility and construction that can only come with 30 years experience, but also a hands-on approach to any task assigned. In addition to managing all projects, Rick is certified as an IMSA Level I and II technician and resides in Moreno Valley.

Rodney Mathis – *President*, of TEAM Econolite - Rodney joined the team as Director of Operations after serving over three years as the Vice President and General Manager of the largest signal maintenance contractor in the State of California. Rodney started his career after graduating from the University of Southern Mississippi with a bachelor's degree in Construction Engineering & Management. Throughout his career, Rodney has worked his way up from engineering and design positions to Senior Management. Rodney brings to the team not only his experience as a senior manager, but also his direct experience in the signal maintenance industry. Rodney has a strong focus on customer service and will be in day-to-day contact with the City of Montclair as needed to assure that the City's needs are met. Included in his responsibilities, will be the customization of TEAM Econolite's Field Data Collection system designed to meet the specific needs of the County. Aiding in communication with the City of Montclair is seen as high priority for Rodney. The Field Data Collection system, along with personnel interface, will play a large role in facilitating this objective.

Sub -Consultants

TEAM Econolite utilizes Smithson Electric as a subcontractor for installing inductive loops. The contact person for Smithson Electric is, Chris Zell, 1938 E. Katella, Orange, CA 92867, 714-997-9556, fax, 714-997-9559.

AGENDA REPORT

SUBJECT: CONSIDER ADOPTION OF RESOLUTION
NO. 09-2808 AUTHORIZING PLACEMENT OF
LIENS ON CERTAIN PROPERTIES FOR
DELINQUENT SEWER AND TRASH CHARGES

DATE: July 6, 2009
SECTION: RESOLUTIONS
ITEM NO.: 1
FILE I.D.: STB300-17
DEPT.: ADMIN. SVCS.

**BUSINESS
PLAN:** N/A

REASON FOR CONSIDERATION: Staff has identified 209 sewer and trash accounts in the odd-numbered-month billing cycle that are more than three billing periods delinquent. Pursuant to Montclair Municipal Code Chapter 1.12, these properties are subject to lien.

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

The 209 liens presented for approval are for accounts which are at least 90 days delinquent.

FISCAL IMPACT: Recoverable amount is \$37,659.09 plus \$10,450.00 in lien fees, for a total of \$48,109.09.

RECOMMENDATION: Staff recommends the City Council adopt Resolution No. 09-2808 authorizing placement of liens on certain properties for delinquent sewer and trash charges as listed on Exhibit A of said Resolution.

Prepared by: _____

Proofed by: _____

Reviewed and
Approved by: _____

Presented by: _____

RESOLUTION NO. 09-2808

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

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

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

WHEREAS, it has been determined that there are 209 sewer and/or trash accounts on which there are delinquencies in excess of 90 days; and

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

WHEREAS, the owners of these properties were notified on June 15, 2009, that their delinquent accounts are subject to causing a lien to be placed on their properties for settlement of such delinquencies; and

WHEREAS, the owners of these properties were again notified on June 25, 2009, and that such liens would be considered for approval by the Montclair City Council on Monday, July 6, 2009.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Montclair approve the placement of liens on the properties and in the amounts specified in Exhibit A, entitled *Report of Delinquent Civil Debts - July 2009*, attached hereto.

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

APPROVED AND ADOPTED this XX day of XX, 2009.

Mayor

ATTEST:

City Clerk

I, Donna M. Jackson, City Clerk of the City of Montclair, DO HEREBY CERTIFY that Resolution No. 09-2808 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, 2009, and that it was adopted by the following vote, to-wit:

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

Donna M. Jackson
City Clerk

Exhibit A to Resolution No. 09-2808
Report of Delinquent Civil Debts - July 2009

Service Address	Account Type	Delinquency	Lien Fee	Total Lien Amount
9497 Del Mar Avenue	Residential	\$160.44	\$50.00	\$210.44
4328 Granada Street	Residential	\$167.04	\$50.00	\$217.04
9223 Ramona Avenue	Residential	\$241.89	\$50.00	\$291.89
10060 Camulos Avenue	Residential	\$167.04	\$50.00	\$217.04
9834 Galena Avenue	Residential	\$148.05	\$50.00	\$198.05
9641 Surrey Avenue	Residential	\$233.36	\$50.00	\$283.36
4274 San Bernardino Street	Residential	\$177.43	\$50.00	\$227.43
5628 Granada Street	Residential	\$167.04	\$50.00	\$217.04
9884 Coalinga Avenue	Residential	\$167.04	\$50.00	\$217.04
9795 Coalinga Avenue	Residential	\$167.10	\$50.00	\$217.10
9872 Coalinga Avenue	Residential	\$167.03	\$50.00	\$217.03
4426 Princeton Street	Residential	\$167.44	\$50.00	\$217.44
5438 Cambridge Street	Residential	\$129.04	\$50.00	\$179.04
9072 Helena Avenue	Residential	\$160.56	\$50.00	\$210.56
9136 Ramona Avenue	Residential	\$167.04	\$50.00	\$217.04
9151 Ramona Avenue	Residential	\$173.43	\$50.00	\$223.43
5676 San Jose Street	Residential	\$167.04	\$50.00	\$217.04
5533 San Jose Street	Residential	\$148.05	\$50.00	\$198.05
9341 Del Mar Avenue	Residential	\$244.72	\$50.00	\$294.72
5596 Hawthorne Street	Residential	\$167.04	\$50.00	\$217.04
5629 Bonnie Brae Street	Residential	\$167.04	\$50.00	\$217.04
9413 Rose Avenue	Residential	\$167.04	\$50.00	\$217.04
9414 Rose Avenue	Residential	\$166.90	\$50.00	\$216.90
9634 Marion Avenue	Senior	\$148.09	\$50.00	\$198.09
9567 Fremont Avenue	Residential	\$266.46	\$50.00	\$316.46
5257 Palo Verde Street	Senior	\$147.28	\$50.00	\$197.28
4594 San Jose Street	Residential	\$164.34	\$50.00	\$214.34
9451 Felipe Avenue	Residential	\$210.24	\$50.00	\$260.24
4485 San Jose Street	Residential	\$215.90	\$50.00	\$265.90
9547 Camulos Avenue	Residential	\$164.34	\$50.00	\$214.34
9522 Tudor Avenue	Residential	\$167.04	\$50.00	\$217.04
4372 San Bernardino Court	Residential	\$167.04	\$50.00	\$217.04
5366 Alamos Street	Senior	\$167.04	\$50.00	\$217.04
5356 Alamos Street	Residential	\$163.08	\$50.00	\$213.08
4585 James Street	Residential	\$167.04	\$50.00	\$217.04
9757 Camulos Avenue	Residential	\$165.99	\$50.00	\$215.99
4400 Benito Street	Residential	\$164.34	\$50.00	\$214.34
4277 Granada Street	Residential	\$233.36	\$50.00	\$283.36
9910 Amherst Avenue	Residential	\$167.04	\$50.00	\$217.04
4390 El Morado Street	Residential	\$189.77	\$50.00	\$239.77
4461 El Morado Street	Residential	\$116.43	\$50.00	\$166.43
9935 Poulsen Avenue	Residential	\$167.04	\$50.00	\$217.04

Service Address	Account Type	Delinquency	Lien Fee	Total Lien Amount
10022 Rose Avenue	Residential	\$131.24	\$50.00	\$181.24
10058 Rose Avenue	Residential	\$165.99	\$50.00	\$215.99
5360 Rudisill Street	Residential	\$110.37	\$50.00	\$160.37
5380 Denver Street	Residential	\$97.20	\$50.00	\$147.20
9982 Bel Air Avenue	Residential	\$167.04	\$50.00	\$217.04
9986 Benson Avenue	Residential	\$148.05	\$50.00	\$198.05
5690 Orchard Street	Residential	\$167.04	\$50.00	\$217.04
10043 Poulsen Avenue	Residential	\$164.34	\$50.00	\$214.34
10037 Geneva Avenue	Residential	\$233.36	\$50.00	\$283.36
4322 Orchard Street	Residential	\$192.11	\$50.00	\$242.11
9601 Carrillo Avenue	Residential	\$167.05	\$50.00	\$217.05
9606 Central Avenue	Residential	\$100.32	\$50.00	\$150.32
9599 Pradera Avenue	Senior	\$146.34	\$50.00	\$196.34
4823 Berkeley Street	Residential	\$192.09	\$50.00	\$242.09
9355 Pradera Avenue	Residential	\$282.00	\$50.00	\$332.00
9464 Carrillo Avenue	Residential	\$141.69	\$50.00	\$191.69
9851 Sun Valley Drive	Residential	\$233.36	\$50.00	\$283.36
9819 Snowmass Drive	Residential	\$313.08	\$50.00	\$363.08
9250 Bel Air Avenue	Residential	\$111.07	\$50.00	\$161.07
5557 Palo Verde Street	Residential	\$153.71	\$50.00	\$203.71
5617 San Jose Street	Residential	\$126.11	\$50.00	\$176.11
4370 Holt Boulevard	Residential	\$716.39	\$50.00	\$766.39
4575 Allesandro Street	Residential	\$173.43	\$50.00	\$223.43
9112 Camulos Avenue	Residential	\$167.04	\$50.00	\$217.04
9472 Rose Avenue	Residential	\$167.04	\$50.00	\$217.04
11076 Roswell Avenue	Residential	\$152.37	\$50.00	\$202.37
5039 Rosewood Street	Residential	\$125.39	\$50.00	\$175.39
4392 Brooks Street #B	Commercial	\$108.90	\$50.00	\$158.90
4334 Alamos Street	Residential	\$233.36	\$50.00	\$283.36
5436 Yale Street	Residential	\$169.05	\$50.00	\$219.05
4864 Highland Street	Residential	\$190.73	\$50.00	\$240.73
4982 Granada Street	Residential	\$167.04	\$50.00	\$217.04
5182 Orchard Street	Residential	\$137.45	\$50.00	\$187.45
5572 Princeton Street	Residential	\$167.05	\$50.00	\$217.05
10076 Lindero Avenue	Residential	\$109.82	\$50.00	\$159.82
9768 Bolton Avenue	Residential	\$190.74	\$50.00	\$240.74
9243 Camulos Avenue	Residential	\$148.05	\$50.00	\$198.05
9345 Mills Avenue	Multifamily	\$282.00	\$50.00	\$332.00
9875 Coalinga Avenue	Residential	\$164.34	\$50.00	\$214.34
4711 San Bernardino Street	Residential	\$167.04	\$50.00	\$217.04
9617 Surrey Avenue	Residential	\$148.05	\$50.00	\$198.05
5190 Howard Street A & B	Multifamily	\$332.00	\$50.00	\$382.00
9539 Ramona Avenue	Residential	\$167.04	\$50.00	\$217.04
10036 Bel Air Avenue	Residential	\$148.05	\$50.00	\$198.05
4581 Highland Street	Residential	\$172.44	\$50.00	\$222.44

Service Address	Account Type	Delinquency	Lien Fee	Total Lien Amount
5127-29 Harvard Street	Multifamily	\$311.61	\$50.00	\$361.61
9587 Ramona Avenue	Residential	\$165.99	\$50.00	\$215.99
5478 Princeton Street	Residential	\$133.36	\$50.00	\$183.36
9136 Felipe Avenue	Residential	\$162.48	\$50.00	\$212.48
4683 Rosewood Street	Residential	\$167.18	\$50.00	\$217.18
4422 Denver Street	Residential	\$223.60	\$50.00	\$273.60
9527 Marion Avenue	Residential	\$167.04	\$50.00	\$217.04
4572 Denver Street	Residential	\$186.70	\$50.00	\$236.70
5607 Denver Street	Residential	\$167.04	\$50.00	\$217.04
4785 Harvard Street	Residential	\$189.28	\$50.00	\$239.28
9950 Bel Air Avenue	Residential	\$166.90	\$50.00	\$216.90
9151 Camulos Avenue	Residential	\$224.96	\$50.00	\$274.96
9839 Vernon Avenue	Residential	\$164.25	\$50.00	\$214.25
4771 Orchard Street	Residential	\$112.15	\$50.00	\$162.15
9254 Ramona Avenue	Residential	\$167.03	\$50.00	\$217.03
4876 Moreno Street	Residential	\$148.05	\$50.00	\$198.05
9725 Kimberly Avenue	Residential	\$167.09	\$50.00	\$217.09
5366 Benito Street	Residential	\$164.34	\$50.00	\$214.34
9512 Camulos Avenue	Residential	\$175.32	\$50.00	\$225.32
9734 Rose Avenue	Residential	\$106.10	\$50.00	\$156.10
10025 Central Avenue	Residential	\$167.09	\$50.00	\$217.09
9795 Monte Vista Avenue	Residential	\$164.34	\$50.00	\$214.34
9656 Benson Avenue	Residential	\$167.04	\$50.00	\$217.04
4424 San Jose Street #12	Residential	\$116.11	\$50.00	\$166.11
9584 Surrey Avenue	Residential	\$256.46	\$50.00	\$306.46
10189 Camulos Avenue	Residential	\$164.72	\$50.00	\$214.72
4460 Benito Street	Residential	\$173.43	\$50.00	\$223.43
4372 Berkeley Street	Residential	\$168.99	\$50.00	\$218.99
9575 Poulsen Avenue	Residential	\$107.71	\$50.00	\$157.71
5452 Rudisill Street	Residential	\$233.36	\$50.00	\$283.36
4362 Alamitos Street	Residential	\$173.43	\$50.00	\$223.43
9642 Helena Avenue	Residential	\$113.36	\$50.00	\$163.36
9986 Central Avenue	Residential	\$266.46	\$50.00	\$316.46
9641 Helena Avenue	Residential	\$167.04	\$50.00	\$217.04
9974 Benson Avenue	Residential	\$126.66	\$50.00	\$176.66
10017 Columbine Avenue	Residential	\$217.20	\$50.00	\$267.20
5141-43 Harvard Street	Multifamily	\$330.55	\$50.00	\$380.55
5421 Rudisill Street	Residential	\$190.74	\$50.00	\$240.74
9760 Bolton Avenue	Residential	\$216.57	\$50.00	\$266.57
4392 Brooks Street #D	Commercial	\$100.40	\$50.00	\$150.40
9720 Rose Avenue	Residential	\$238.78	\$50.00	\$288.78
9762 Monte Vista Avenue	Residential	\$167.12	\$50.00	\$217.12
9985 Geneva Avenue	Residential	\$167.91	\$50.00	\$217.91
9597 Helena Avenue	Residential	\$190.73	\$50.00	\$240.73
9836 Monte Vista Avenue	Residential	\$167.05	\$50.00	\$217.05

Service Address	Account Type	Delinquency	Lien Fee	Total Lien Amount
9861 Kimberly Avenue	Residential	\$233.36	\$50.00	\$283.36
9595 Mills Avenue	Residential	\$167.05	\$50.00	\$217.05
9855 Central Avenue	Residential	\$149.38	\$50.00	\$199.38
5180 Holt Boulevard	Commercial	\$678.05	\$50.00	\$728.05
9961 Del Mar Avenue	Residential	\$167.10	\$50.00	\$217.10
9968 Geneva Avenue	Residential	\$148.05	\$50.00	\$198.05
4286 Granada Street	Residential	\$168.04	\$50.00	\$218.04
9597 Bolton Avenue	Residential	\$133.36	\$50.00	\$183.36
9611 Camulos Avenue	Residential	\$189.28	\$50.00	\$239.28
9025 Helena Avenue	Residential	\$167.03	\$50.00	\$217.03
4853 Cambridge Street	Residential	\$244.65	\$50.00	\$294.65
11073 Roswell Avenue	Multifamily	\$115.04	\$50.00	\$165.04
4691 Allesandro Street	Residential	\$112.22	\$50.00	\$162.22
9921 Vernon Avenue	Residential	\$167.33	\$50.00	\$217.33
5540 San Jose Street	Residential	\$153.71	\$50.00	\$203.71
4921 Benito Street	Residential	\$195.53	\$50.00	\$245.53
5400 La Deney Street	Residential	\$232.82	\$50.00	\$282.82
5402 Granada Street	Residential	\$148.05	\$50.00	\$198.05
4805 Berkeley Street	Residential	\$241.89	\$50.00	\$291.89
4605 San Jose Street	Residential	\$116.85	\$50.00	\$166.85
5121 Merle Street	Multifamily	\$328.67	\$50.00	\$378.67
5131 Merle Street	Multifamily	\$328.67	\$50.00	\$378.67
5103 Aspen Drive	Residential	\$167.91	\$50.00	\$217.91
10045 Santa Anita Avenue	Residential	\$166.90	\$50.00	\$216.90
5382 Berkeley Street	Residential	\$167.04	\$50.00	\$217.04
9855 Sun Valley Drive	Residential	\$148.05	\$50.00	\$198.05
9577 Camulos Avenue	Residential	\$148.05	\$50.00	\$198.05
9915 Poulsen Avenue	Residential	\$197.01	\$50.00	\$247.01
5509 Bonnie Brae Street	Residential	\$221.69	\$50.00	\$271.69
10075 Vernon Avenue	Residential	\$162.10	\$50.00	\$212.10
5401 San Bernardino Street	Residential	\$168.19	\$50.00	\$218.19
10081 Mills Avenue	Residential	\$167.75	\$50.00	\$217.75
5494 Harvard Street	Residential	\$221.81	\$50.00	\$271.81
4667 Allesandro Street	Residential	\$166.90	\$50.00	\$216.90
9966 Rose Avenue	Residential	\$167.09	\$50.00	\$217.09
5363 Arrow Highway	Commercial	\$230.87	\$50.00	\$280.87
9823 Tudor Avenue	Residential	\$244.09	\$50.00	\$294.09
4775 Harvard Street	Residential	\$244.82	\$50.00	\$294.82
10032 Benson Avenue	Residential	\$167.09	\$50.00	\$217.09
4400 El Morado Street	Residential	\$222.77	\$50.00	\$272.77
5399 Benito Street	Residential	\$85.66	\$50.00	\$135.66
9763 Camarena Avenue	Residential	\$166.71	\$50.00	\$216.71
5356 Rosewood Street	Residential	\$148.05	\$50.00	\$198.05
9834 Helena Avenue	Residential	\$89.00	\$50.00	\$139.00
9550 Del Mar Avenue	Residential	\$99.51	\$50.00	\$149.51

Service Address	Account Type	Delinquency	Lien Fee	Total Lien Amount
9878 Galena Avenue	Residential	\$233.36	\$50.00	\$283.36
4361 Alamitos Street	Residential	\$177.42	\$50.00	\$227.42
9863 Coalinga Avenue	Residential	\$220.90	\$50.00	\$270.90
9434 Rose Avenue	Residential	\$167.04	\$50.00	\$217.04
10068 Rose Avenue	Residential	\$166.90	\$50.00	\$216.90
5470 Granada Street	Residential	\$243.54	\$50.00	\$293.54
9866 Rose Avenue	Senior	\$148.44	\$50.00	\$198.44
9823 Fremont Avenue	Residential	\$167.04	\$50.00	\$217.04
5429 El Morado Street	Senior	\$148.44	\$50.00	\$198.44
4873 Olive Street	Residential	\$233.36	\$50.00	\$283.36
9791 Helena Avenue	Residential	\$174.75	\$50.00	\$224.75
11119 Roswell Avenue	Residential	\$152.54	\$50.00	\$202.54
5635 Palo Verde Street	Residential	\$167.04	\$50.00	\$217.04
4267 Orchard Street	Residential	\$190.74	\$50.00	\$240.74
5406 Cambridge Street	Residential	\$120.42	\$50.00	\$170.42
4246 Rudisill Street	Residential	\$211.74	\$50.00	\$261.74
4478 Harvard Street	Residential	\$74.99	\$50.00	\$124.99
9606 Helena Avenue	Residential	\$173.43	\$50.00	\$223.43
5124 Holt Boulevard	Commercial	\$95.20	\$50.00	\$145.20
9477 Del Mar Avenue	Residential	\$166.52	\$50.00	\$216.52
9803 Lindero Avenue	Residential	\$173.43	\$50.00	\$223.43
5260 Orchard Street	Residential	\$60.38	\$50.00	\$110.38
5616 Alamitos Street	Senior	\$176.61	\$50.00	\$226.61
5574 Benito Street	Senior	\$143.87	\$50.00	\$193.87
4541 Bonnie Brae Street	Residential	\$118.80	\$50.00	\$168.80
4310 Berkeley Street	Residential	\$143.64	\$50.00	\$193.64
4277 Orchard Street	Residential	\$314.61	\$50.00	\$364.61
5391 Holt Boulevard	Commercial	\$200.22	\$50.00	\$250.22
4347 Orchard Street	Residential	\$148.05	\$50.00	\$198.05
9511 Bolton Avenue	Residential	\$278.39	\$50.00	\$328.39
10021 Bel Air Avenue	Residential	\$96.04	\$50.00	\$146.04
5568 Benito Street	Residential	\$203.30	\$50.00	\$253.30
		\$37,659.09	\$10,450.00	\$48,109.09

**MINUTES OF THE MEETING OF THE MONTCLAIR
PERSONNEL COMMITTEE HELD ON MONDAY,
JUNE 15, 2009, AT 8:30 P.M. IN THE CITY
ADMINISTRATIVE OFFICES, 5111 BENITO STREET,
MONTCLAIR, CALIFORNIA**

I. CALL TO ORDER

Mayor Eaton called the meeting to order at 8:30 p.m.

II. ROLL CALL

Present: Mayor Eaton; Council Member Ruh; City Manager McDougal;
and Deputy City Manager/Director of Administrative
Services Starr

III. APPROVAL OF MINUTES

**A. Minutes of the Regular Personnel Committee Meeting of
June 1, 2009.**

Moved by Deputy City Manager/Administrative Services Director
Starr, seconded by Council Member Ruh, and carried unanimously
to approve the minutes of the Personnel Committee meeting of
June 1, 2009.

IV. PUBLIC COMMENT - None

V. CLOSED SESSION

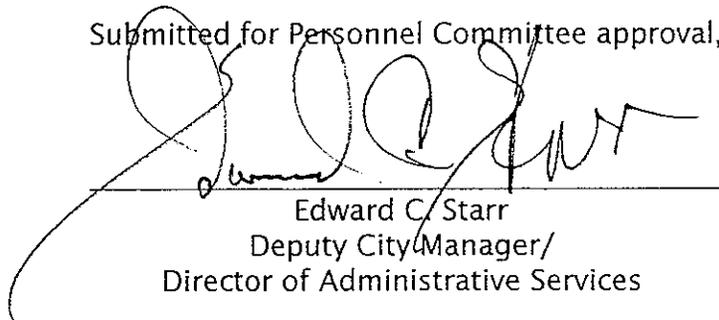
At 8:31 p.m., the Personnel Committee went into Closed Session
regarding personnel matters related to appointments, resignations/
terminations, and evaluations of employee performance.

At 8:57 p.m., the Personnel Committee returned from Closed Session.
Mayor Eaton stated that no announcements would be made at this time.

VI. ADJOURNMENT

At 8:57 p.m., Mayor Eaton adjourned the Personnel Committee.

Submitted for Personnel Committee approval,



Edward C. Starr
Deputy City Manager/
Director of Administrative Services

**MINUTES OF THE CITY OF MONTCLAIR
REAL ESTATE COMMITTEE MEETING
Tuesday, June 16, 2009 at 7:30 A.M.**

**Conference Room
5111 Benito Street
Montclair, California**

I. Call to Order

Mayor Eaton called the meeting to order at 7:30 a.m.

II. Roll Call

Present: Mayor Eaton, Mayor Pro Tem Dutrey, Director of Redevelopment/Public Works Staats, Assistant Director of Redevelopment Caldwell, Economic Development Coordinator Flores, Redevelopment and Housing Associate Leonard, and Senior Intern Fabiola Preciado

III. Approval of Minutes

Minutes of the Real Estate Committee meeting of April 30, 2007, were approved.

IV. Public Comment—None

V. Discussion regarding the status of the Neighborhood Partnership Housing Services (NPHS) funding agreement

Staff informed the Committee that it is time to renew the Funding and Administrative Services Agreement between the Agency and NPHS. Staff stated that it is recommending that the Fiscal Year 2009-10 Agreement include increased funding for the Safe Homes for Seniors Grant Program from \$1,000 to \$1,500 and increase the total annual level of funding from \$20,000 to \$75,000. This would allow for a total of 50 grants if all participants received the full \$1,500 grant. In addition to increased funding, staff is also proposing that the program broaden its boundaries and include certain areas along Mission Boulevard that earlier had not been eligible. This modification would greatly benefit the mobile home parks that were more recently annexed to the City. The Real Estate

Committee concurred with staff's recommendations concerning a new Funding and Administrative Services Agreement with NPHS. Staff concluded by stating that it is anticipated that the proposed Agreement will be considered by the Agency Board of Directors in July 2009.

VI. Evaluation of the Exterior Housing Improvement Program (EHIP)

Staff presented a summary evaluation of EHIP. Although a total of 325 EHIP grants have been completed to date, the evaluation used data spanning five years from 2004 to 2009, totaling 144 homes. This grouping of homes was selected because they remain subject to the five-year maintenance covenants that were recorded on the property at the time of completion of the improvements. The data revealed that 85 percent of the homes were still owned by the same owners and that 17 homes had transferred ownership (seven homes were bank-owned). The data further revealed that 92 percent of the homes were in good condition and satisfied the requirements of the maintenance covenants.

In a continued discussion, staff went on to say that because of current drought conditions, modifications to EHIP is recommended at this time. Monte Vista Water District (MVWD) has adopted mandatory water saving measures that impacts current EHIP methods. As a result of this, staff recommended switching from cool weather grasses to warm weather grasses, reduce the amount of turf by 50 percent when possible, and not plant sod during the hot season months of July, August, and September. These methods, in addition to the continued use of water-efficient irrigation materials and methods, complies with MVWD mandates.

The Committee further recommended that staff explore a pilot program whereby additional funds could be expended (from \$7,000 to \$10,000) if the participants committed to attending a series of landscape classes and additional restrictions. The pilot program would be made available to the first 20 participants who applied. It is believed that the more informed participant will be better prepared to manage their new yards. The additional funding, through the pilot program, will allow for staff to implement greater water efficient designs by incorporating more hardscape, which generally costs more than installation of sod. Of course, the initial expense of the hardscape improvements are much more cost effective in the long-run. The Real Estate Committee Members recommended that staff develop and market the pilot program and bring the matter back to the Committee within a year for evaluation.

VII. Update on the National CORE Developments

A. 50-Unit Montclair Family Project—Update

Staff informed the Committee of the progress made by National CORE regarding its relocation of the tenants at the shopping center located at the site of the future 50-unit Family Project. It was reported that National CORE is still working on relocation assistance for the owner of Len's market. Staff also advised the Committee that National CORE's County application for HOME Funds was denied and was therefore seeking an additional \$2 million to complete its tax credit application. Staff indicated that the Agency had low to moderate income housing moneys available to assist National CORE in the development of this project. The Committee concurred, adding that it would like to see National CORE continue to attempt to secure future HOME Funds.

B. Proposed Special Needs Housing Project—4113 Kingsley Street

Staff apprised the Committee about discussions between National CORE and the Agency regarding development of a Special Needs Housing Project proposed for the 4113 Kingsley Street site recently acquired by the Redevelopment Agency. The proposal is at the very early design stages, but National CORE would propose that the Special Needs Housing Project tie into the design of the future 50-unit Family Project to be constructed directly west of the site. Because the dwelling on the site contains no tenants and will eventually be demolished for future development, staff was seeking the Committee's support to begin demolition of the residence. Committee Members recommended that staff pursue demolition of the residence.

On that note, staff told the Committee that the Montclair Fire Department as expressed an interest in using the vacant single-family residence for training purposes prior to its demolition. The Committee recommended that the residence be allowed to be used by the Fire Department for training purposes prior to its demolition.

VIII. Discussion regarding proposed development for the Agency-owned property located at 5326 San Bernardino Street

Staff presented to the Committee a proposal from the owner of the vacant property located at the northeast corner of Central Avenue and San Bernardino. The proposal calls for the development of a semi sit-down

restaurant; however, in order to construct a building along with the required parking on the site, the owner has proposed to purchase the Agency's adjacent property. Committee Members reviewed the site plan and were not satisfied that it was the best design and best use for the Agency's property.

IX. Status on the Agency purchase offer for 9010 Fremont Avenue

Staff advised that it continues to work with the real estate agent (selling agent) for the single-family residence located at 9010 Fremont Avenue. Although the Agency submitted a purchase offer in October 2008, staff was not notified until March 2009 that the banks involved in the sale were close to accepting the Agency's offer. Because the transaction is a "short sale," it has taken an inordinate length of time for the Agency to receive final approval. The agent was told by representatives of Countrywide/Bank of America/Chase that the Agency's offer is in first position and that an answer should be forthcoming.

X. Appraisal for vacant property on Marion Avenue, north of Bandera Street (APN 1010-621-07)

Staff informed Real Estate Committee Members that City Manager McDougal has requested staff conduct an appraisal of the vacant land on Marion Avenue located between Kingsley and Bandera Streets. After completing the Request for Proposal (RFP) process, an appraiser was selected to conduct the real estate appraisal. City Manager McDougal has proposed that the Agency acquire the property and partner with Habitat for Humanity for construction of a single-family home or a two-unit townhouse-type of development. The property is zoned R-3 but, because of current development standards, can only accommodate a maximum of two units. The property is vacant because of a past fire that destroyed the duplex unit. The Real Estate Committee recommended that a real estate appraisal be conducted.

XI. Update on the Amherst Avenue West Improvement Project

Staff shared with Committee Members that the Amherst Avenue West Improvement Project is nearing completion and that staff is anticipating that tenants will be relocating to the rehabilitated units in mid-July 2009. The project includes a major interior and exterior rehabilitation to four buildings (16 units) located on the west side of Amherst Avenue. The project includes a new hardscape and landscape design that complements the previously constructed improvements on the east side of Amherst Avenue. Staff pointed out that the new landscape improvements incorporate more efficient water technology and design. The project also includes an extensive interior rehabilitation of all the units, including new

kitchen cabinets, bathroom remodels, copper repiping, new windows, new decks and staircases, etc. Staff further noted that the project incorporated several "green" materials such as the flooring, insulation, low VOC paint, and Low-E windows and stated that all appliances are Energy Star rated. The apartment building project has generated significant interest and staff expects that all the units will be rented shortly.

XII. Progress report on the Helena Gardens Owners Association

Staff was pleased to inform the Committee that the Helena Gardens Owners Association was operating smoothly and effectively. Staff reported that the Owners Association has retained a management company for over a year and successfully held its first formal election in January 2009. This was the Association's first election in over three years. Assistant Director of Redevelopment Caldwell was once again elected to fill a position on the Board of Directors.

XIII. Adjournment

Mayor Eaton adjourned the Real Estate Committee Meeting at 8:30 a.m.

Submitted for Real Estate
Committee approval,

Marilyn J. Staats
Director of Redevelopment/Public Works