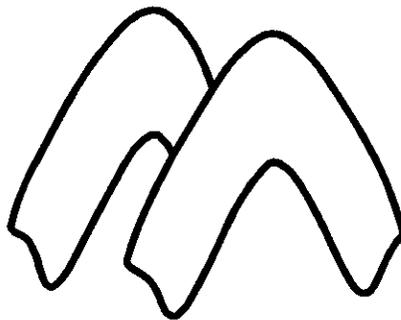


AGENDA FOR CITY COUNCIL, REDEVELOPMENT AGENCY, AND
MONTCLAIR HOUSING CORPORATION

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

July 20, 2009

7:00 p.m.



MONTCLAIR

Mayor Paul M. Eaton

Mayor Pro Tem J. John Dutrey

Council Member Leonard Paulitz

Council Member Carolyn Raft

Council Member Bill Ruh

City Manager Lee C. McDougal

City Attorney Diane E. Robbins

City Clerk Donna M. Jackson

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 20, 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

- A. Presentation by Southern California Edison Regional Manager Lydia Roman Related to the State of the Utility System in Montclair
- B. Presentation of 2009 Home Beautification Awards

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 - None

VIII. CONSENT CALENDAR

- A. Approval of Minutes
1. Minutes of Regular Joint Council/Agency/MHC Meeting of July 6, 2009 [CC/RDA/MHC]
- B. Administrative Reports
1. Consider Receiving and Filing of Treasurer's Report [CC] 5
 2. Consider Approval of Warrant Register and Payroll Documentation [CC] 6
 3. Consider Receiving and Filing of Treasurer's Report [RDA] 7
 4. Consider Approval of Warrant Register [RDA] 8
 5. Consider Receiving and Filing of Treasurer's Report [MHC] 9
 6. Consider Approval of Warrant Register [MHC] 10
 7. Consider Acceptance of Grant Deed Nos. 1655, 1656, and 1657, Easements for Street Improvements and Appurtenances for Construction of Curb, Gutter, and Sidewalk on Fremont Avenue North of Phillips Boulevard [CC]

Consider Authorization to Advertise for Bid Proposals for Construction of the Fremont Avenue Improvement Project [CC] 11
 8. Consider Granting an Easement to Monte Vista Water District for Fire Service to the Montclair Youth Center [CC]

Consider Authorizing Mayor and City Clerk to Execute Grant Deed [CC] 25
 9. Consider Approval of Filing of a Notice of Completion for City of Montclair Police Department Facility Bid Package No. 5-Landscaping, Irrigation, and Site Furnishings; 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] 30
 10. Consider Approval of Filing of a Notice of Completion for City of Montclair Police Department Facility Bid Package No. 8-Structural Steel, Miscellaneous Metals, Ornamental Iron, and Metal Decking; 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] 32

- 11. Consider Redevelopment Agency Board of Directors' Authorization to Advertise for Bid Proposals for Demolition of the Vacant Single-Family Residence at 4113 Kingsley Street [CC] 34

C. Agreements

- 1. Consider Rejection of Bid from Universal Engineering for the Construction of the Montclair Senior Center and Various Civic Center Site Improvements Project as Being Nonresponsive [CC]

Consider Award of Contract to KPRS Construction Services, Inc., in the Amount of \$2,754,000 for the Construction of the Montclair Senior Center and Various Civic Center Site Improvements Project [CC]

Consider Including as Part of Contract with KPRS Construction Services, Inc., Additive Alternate Item Nos. 1, 2, and 3 for \$223,000, \$80,500, and \$61,000, Respectively [CC]

Consider Approval of Agreement No. 09-59 with KPRS Construction Services, Inc. [CC]

Consider Authorization of a \$325,000 Construction Contingency [CC] 35
- 2. Consider Approval of Agreement No. 09-60 with Kaiser Foundation Fontana Medical Center to Provide Primary Care Services at the Montclair Medical Clinic [CC] 43
- 3. Consider Approval of Agreement No. 09-61 with the Office of the State Controller, Division of Audits, for Annual Street Report Preparation Services [CC] 47

D. Resolutions

- 1. Consider Adoption of Resolution No. 09-2809 Authorizing Submission of Fiscal Year 2009-10 Used Oil Recycling Block Grant Application to the California Integrated Waste Management Board [CC]

Consider Designating Mayor Paul M. Eaton or his Designee as the Person Authorized to Execute All Necessary Documents for the Purpose of Securing Grant Funds 51

IX. PULLED CONSENT CALENDAR ITEMS

X. RESPONSE

- A. Response to City Council Discussion Regarding Modifications to the Regulation of Temporary Promotional Banners [CC] 58

XI. COMMUNICATIONS

- A. City Attorney/Agency Counsel

B.	City Manager/Executive Director	
C.	Mayor/Chairman	
D.	Council/Agency Board	
E.	Committee Meeting Minutes <i>(For Informational Purposes Only)</i>	
1.	Minutes of the Public Works Committee Meeting of May 21, 2009	61
2.	Minutes of the Personnel Committee Meeting of July 6, 2009	65
XII.	ADJOURNMENT OF CITY COUNCIL AND REDEVELOPMENT AGENCY AND MONTCLAIR HOUSING CORPORATION BOARDS OF DIRECTORS	

The next regularly scheduled City Council, Redevelopment Agency, and Montclair Housing Corporation meetings will be held on Monday, August 3, 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 16, 2009.

AGENDA REPORT

SUBJECT: CONSIDER RECEIVING AND FILING OF
TREASURER'S REPORT

DATE: July 20, 2009

SECTION: ADMIN. REPORTS

ITEM NO.: 1

**BUSINESS
PLAN:** N/A

FILE I.D.: FIN520

DEPT.: ADMIN. SVCS.

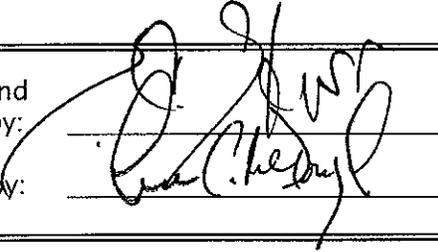
REASON FOR CONSIDERATION: State law requires the City Council to receive and file the Treasurer's Report.

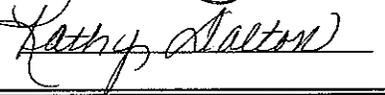
BACKGROUND: Included in your agenda is a copy of the Treasurer's Report for the period ending June 30, 2009.

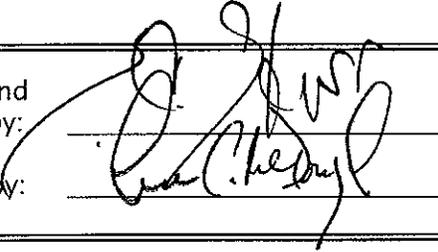
FISCAL IMPACT: Routine—report of City's cash and investments.

RECOMMENDATION: Staff recommends the City Council receive and file the Treasurer's Report for the month ending June 30, 2009.

Prepared by: 

Reviewed and
Approved by: 

Proofed by: 

Presented by: 

AGENDA REPORT

SUBJECT: CONSIDER APPROVAL OF WARRANT REGISTER
AND PAYROLL DOCUMENTATION

DATE: July 20, 2009

SECTION: ADMIN. REPORT

ITEM NO.: 2

FILE I.D.: FIN540

BUSINESS

PLAN: N/A

DEPT.: ADMIN. SVCS.

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 20, 2009, and Payroll Documentation dated May 10, 2009, finds them to be in order and recommends their approval.

FISCAL IMPACT: The Warrant Register dated July 20, 2009, totals \$1,911,504.80. The Payroll Documentation dated May 10, 2009, totals \$655,822.85, with \$492,555.04 being the total cash disbursement.

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

Prepared by:

Proofed by:

Reviewed and
Approved by:

Presented by:

AGENDA REPORT

SUBJECT: CONSIDER RECEIVING AND FILING OF
TREASURER'S REPORT

DATE: July 20, 2009

SECTION: ADMIN. REPORTS

ITEM NO.: 3

FILE I.D.: FIN510

**BUSINESS
PLAN:** N/A

DEPT.: REDEVELOPMENT

REASON FOR CONSIDERATION: State law requires the Agency Board of Directors to receive and file the Treasurer's Report.

BACKGROUND: Included in your agenda is a copy of the Treasurer's Report for the period ending June 30, 2009.

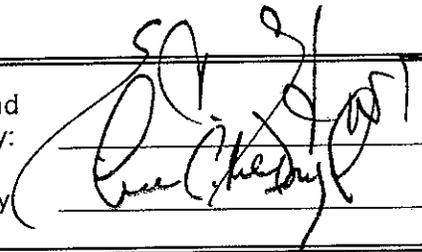
FISCAL IMPACT: Routine—report of the Agency's cash and investments.

RECOMMENDATION: Staff recommends the Agency Board of Directors receive and file the Treasurer's Report for the month ending June 30, 2009.

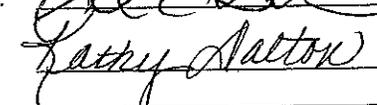
Prepared by:



Reviewed and
Approved by:



Proofed by:



Presented by:

AGENDA REPORT

SUBJECT:	CONSIDER APPROVAL OF WARRANT REGISTER	DATE:	July 20, 2009
		SECTION:	ADMIN. REPORTS
		ITEM NO.:	4
BUSINESS PLAN:	N/A	FILE I.D.:	FIN530
		DEPT.:	REDEVELOPMENT

REASON FOR CONSIDERATION: State law requires the Agency Board of Directors to receive and file the Warrant Register.

BACKGROUND: Vice Chairman Dutrey has examined the Warrant Register dated 06/01/09 - 06/30/09 in the amounts of \$11,670.49 for Project I; \$1,840.99 for Project II; \$105,812.51 for Project III; \$73,779.36 for Project IV; \$136,341.80 for Project V; and \$38,247.08 for Mission Boulevard Joint Redevelopment Project and finds it to be in order.

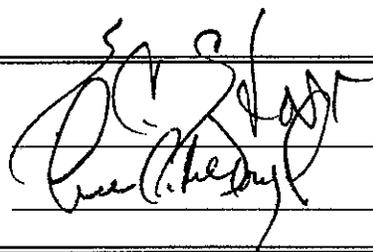
FISCAL IMPACT: Routine—report of Agency's obligations.

RECOMMENDATION: Vice Chairman Dutrey recommends approval of the Warrant Register for the period ending June 30, 2009.

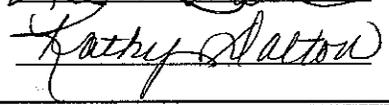
Prepared by:



Reviewed and
Approved by:



Proofed by:



Presented by:

AGENDA REPORT

SUBJECT: CONSIDER RECEIVING AND FILING OF
TREASURER'S REPORT

DATE: July 20, 2009

SECTION: ADMIN. REPORTS

ITEM NO.: 5

**BUSINESS
PLAN:** N/A

FILE I.D.: FIN525

DEPT.: MHC

REASON FOR CONSIDERATION: State law requires the Montclair Housing Corporation Board of Directors to receive and file the Treasurer's Report.

BACKGROUND: Included in your agenda is a copy of the Treasurer's Report for the period ending June 30, 2009.

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

RECOMMENDATION: Staff recommends the Montclair Housing Corporation Board of Directors receive and file the Treasurer's Report for the month ending June 30, 2009.

Prepared by:

Proofed by:

Reviewed and
Approved by:

Presented by:

AGENDA REPORT

SUBJECT: CONSIDER APPROVAL OF WARRANT REGISTER	DATE: July 20, 2009
	SECTION: ADMIN. REPORTS
	ITEM NO.: 6
BUSINESS PLAN: N/A	FILE I.D.: FIN545
	DEPT.: MHC

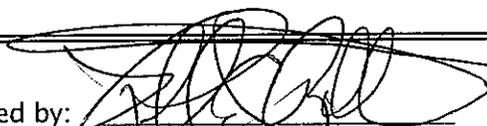
REASON FOR CONSIDERATION: State law requires the Montclair Housing Corporation Board of Directors to receive and file the Warrant Register.

BACKGROUND: Vice Chairman Dutrey has examined the Warrant Register dated 06/01/09 - 06/30/09 in the amount of \$392,008.17 for the Montclair Housing Corporation and finds it to be in order.

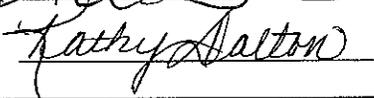
FISCAL IMPACT: Routine—report of Montclair Housing Corporation's obligations.

RECOMMENDATION: Vice Chairman Dutrey recommends approval of the Warrant Register for the period ending June 30, 2009.

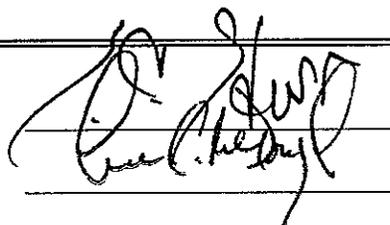
Prepared by:



Proofed by:



Reviewed and
Approved by:



Presented by:

AGENDA REPORT

SUBJECT: CONSIDER ACCEPTANCE OF GRANT DEED NOS. 1655, 1656, AND 1657, EASEMENTS FOR STREET IMPROVEMENTS AND APPURTENANCES FOR CONSTRUCTION OF CURB, GUTTER, AND SIDEWALK ON FREMONT AVENUE NORTH OF PHILLIPS BOULEVARD

DATE: July 20, 2009

SECTION: ADMIN. REPORTS

ITEM NO.: 7

FILE I.D.: STA650

CONSIDER AUTHORIZATION TO ADVERTISE FOR BID PROPOSALS FOR CONSTRUCTION OF THE FREMONT AVENUE IMPROVEMENT PROJECT

DEPT.: PUBLIC WORKS

BUSINESS PLAN: STRATEGIC PRIORITY NO. 3, GOAL 3

REASON FOR CONSIDERATION: Acceptance of Grant Deeds and advertising for bid proposals is subject to City Council approval.

Construction of this project would satisfy a portion of Strategic Priority No. 3, Goal 3, as contained in Montclair's "Business Plan."

BACKGROUND: On October 24, 2008, the Local Agency Formation Commission (LAFCO) certified Annexation No. 26 as complete. This annexation area included a portion of Fremont Avenue north of Phillips Boulevard. As part of a surge of residential development in 2007, several new housing tracts were developed along Fremont Avenue north of Annexation No. 26, with drainage areas tributary to Fremont Avenue. The increased runoff has magnified already existing erosion and sedimentation issues along the east side of Fremont north of Phillips Boulevard, and at the Fremont Avenue/Phillips Boulevard intersection. The east side of Fremont Avenue south of Saddleback Street has no curbs or gutters to contain runoff.

Concerned with water quality and National Pollutant Discharge Elimination System issues and in response to complaints from Fremont Avenue residents, staff discussed the issues with the Public Works Committee at its meeting on November 20, 2008, and recommended the installation of curbs and gutters. Because of pending development north of the existing residential developments, staff recommended that curbs, gutters, and sidewalks be constructed along the frontages of properties already developed, and work be limited to paving, to control erosion, along the frontage of property yet to be developed.

In order to construct the proposed improvements at ultimate width in front of the three developed properties, it is necessary to obtain additional right-of-way for Fremont Avenue. Two properties have common ownership and are owner-occupied; the third property is a rental unit with the owner living elsewhere. Both property owners were approached by the City with a proposal to construct full street improvements at no cost to the owners in

Prepared by: *[Signature]* Reviewed and Approved by: *[Signature]*

Proofed by: *[Signature]* Presented by: *[Signature]*

exchange for the right-of-way dedication. Both property owners, Dorothy Carmon and James Coiner, have accepted the City's offer and have signed the required grant deeds.

FISCAL IMPACT: The cost of advertising this project should not exceed \$3,500. The acceptance of these grant deeds obligates the City to construct and maintain the Fremont Avenue improvements. The estimated construction cost for the improvements within the frontage of the three properties is \$24,000. The overall construction cost estimate is \$125,000.

It had been recommended to the Public Works Committee that this project be funded by the Gas Tax Fund. However, with the anticipated loss of the Gas Tax Subvention from the state, staff now proposes to use the recently approved San Bernardino Associated Governments (SANBAG) Local Stimulus Program. The City should receive its first installment of \$350,000 under this program in the near future. After bids have been received, staff will prepare an agenda report recommending an amendment to the Capital Improvement Program adding this project and an appropriation of funds from the SANBAG Local Stimulus Program.

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

1. Accept Grant Deed Nos. 1655, 1656, and 1657, easements for street improvements and appurtenances for construction of curb, gutter, and sidewalk on Fremont Avenue north of Phillips Boulevard.
2. Authorize staff to advertise for bid proposals for construction of the Fremont Avenue Improvements Project.

Recording Requested
By and Mail to:

CITY OF MONTCLAIR
P.O. BOX 2308
5111 BENITO STREET
MONTCLAIR, CALIFORNIA 91763

SPACE ABOVE THIS LINE FOR RECORDERS USE
Affix Internal Revenue Stamps In This Place

GRANT DEED

Affix I.R.S. \$ _____

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,

Dorothy CARMON VASS

hereby GRANTS to the **CITY OF MONTCLAIR** an easement for the purpose of constructing, reconstructing, maintaining, and use of sidewalks and appurtenances over the following described real property in the City of Montclair, County of San Bernardino, State of California:

See attached Exhibits A and B

Grant Deed No. 1655

Dorothy Carmon Vass
~~Family Trust~~
Dorothy Carmon Family

*Dorothy CARMON VASS.
CARMON FAMILY TRUST.*

State of _____

County of _____

On _____ before me, _____, personally appeared _____

_____ personally known to me - or _____ proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

SEE ATTACHED ACK

Signature of Notary _____

(Seal)

ACCEPTANCE

This is to certify that the interest in real property conveyed by the within instrument to the **CITY OF MONTCLAIR**, State of California, a body corporate and politic, is hereby accepted by order of the **MONTCLAIR CITY COUNCIL** made on _____, and the grantee consents to the recordation thereof by its duly authorized officer.

Dated: _____

By: _____

City Clerk

(Seal)

CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

State of California

County of RIVERSIDE

On 6/30/09 before me, SANJIV BARSE, NOTARY PUBLIC
(Here insert name and title of the officer)

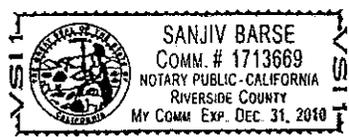
personally appeared DOROTHY M. VASS

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

[Signature]
 Signature of Notary Public



(Notary Seal)

ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

Grant Deed.
 (Title or description of attached document)

 (Title or description of attached document continued)

Number of Pages _____ Document Date _____

 (Additional information)

CAPACITY CLAIMED BY THE SIGNER

- Individual (s)
- Corporate Officer

 (Title)

- Partner(s)
- Attorney-in-Fact
- Trustee(s)
- Other _____

INSTRUCTIONS FOR COMPLETING THIS FORM

Any acknowledgment completed in California must contain verbiage exactly as appears above in the notary section or a separate acknowledgment form must be properly completed and attached to that document. The only exception is if a document is to be recorded outside of California. In such instances, any alternative acknowledgment verbiage as may be printed on such a document so long as the verbiage does not require the notary to do something that is illegal for a notary in California (i.e. certifying the authorized capacity of the signer). Please check the document carefully for proper notarial wording and attach this form if required.

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. he/she/~~they~~ is /~~are~~) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
 - ❖ Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
 - ❖ Indicate title or type of attached document, number of pages and date.
 - ❖ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document

EXHIBIT "A"

**APN 1011-621-01
ROAD EASEMENT**

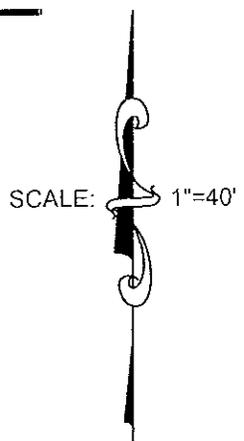
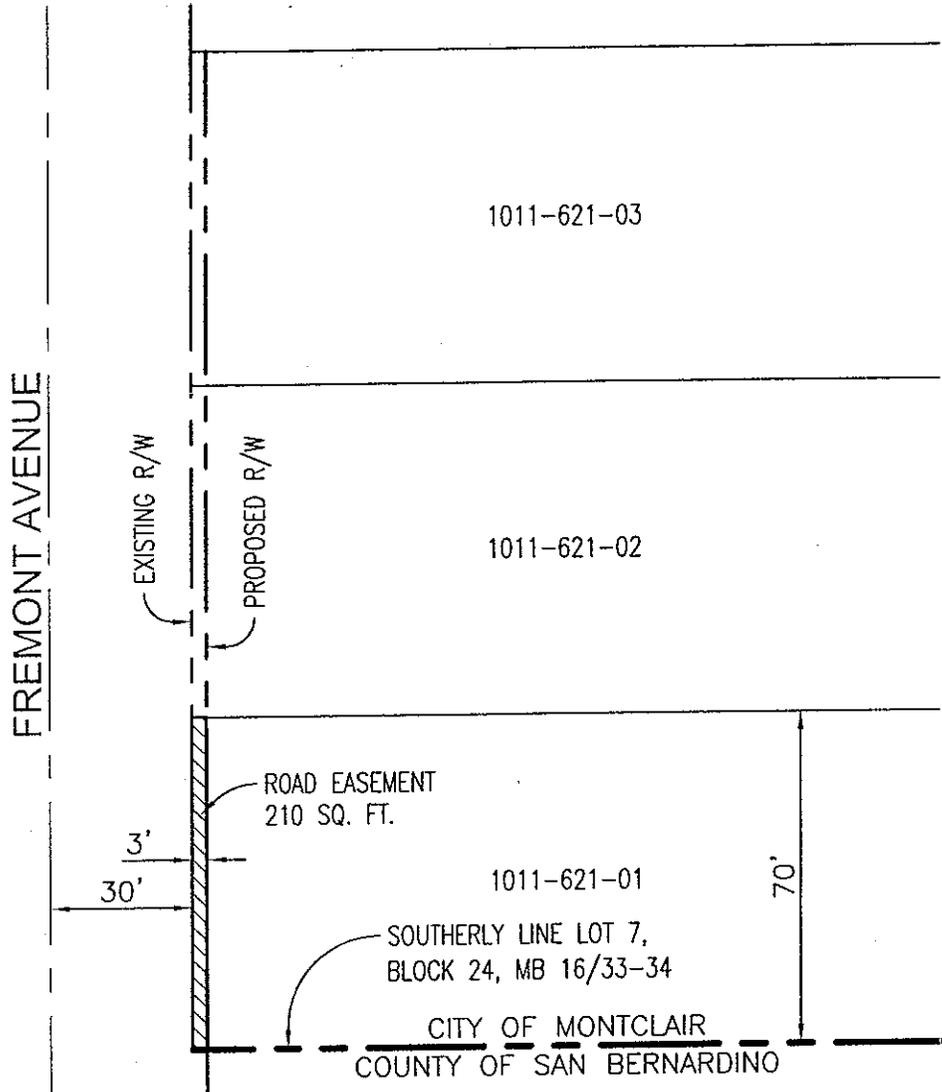
BEING THE WESTERLY 3 FEET OF THE SOUTHERLY 70 FEET OF LOT 7, BLOCK 24, MONTE VISTA TRACT NO. 2, IN THE CITY OF MONTCLAIR, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, AS SHOWN ON MAP RECORDED IN BOOK 16, PAGES 33-34 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

CONTAINS 210 SQUARE FEET, MORE OR LESS.

SEE EXHIBIT "B" ATTACHED HERETO AND BY THIS REFERENCE MADE A PART HEREOF.



MB · May 5, 2009
MICHAEL A. BAINE, P.L.S. 7326 DATE
EXP. 12/31/09



LDKING
 Engineers/Planners/Surveyors

2151 Convention Center Way
 Suite 100
 Ontario, California 91764-4464
 Phone: (909) 937-0200
 Fax: (909) 937-0202

EXHIBIT "B"
 SKETCH TO ACCOMPANY
 LEGAL DESCRIPTION

Recording Requested By and Mail to: CITY OF MONTCLAIR P.O. BOX 2308 5111 BENITO STREET MONTCLAIR, CALIFORNIA 91763	
---	--

SPACE ABOVE THIS LINE FOR RECORDERS USE
Affix Internal Revenue Stamps In This Place

GRANT DEED

Affix I.R.S. \$ _____

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,

hereby **GRANTS** to the **CITY OF MONTCLAIR** an easement for the purpose of constructing, reconstructing, maintaining, and use of sidewalks and appurtenances over the following described real property in the City of Montclair, County of San Bernardino, State of California:

See attached Exhibits A and B

Grant Deed No. 1656

James W. Coiner

James W. Coiner

State of _____

County of _____

On _____ before me, _____, personally appeared _____

_____ personally known to me - or _____ proved to me on the basis of satisfactory evidence to be the person(s) whose name(s)

is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

see attached

Signature of Notary

(Seal)

ACCEPTANCE

This is to certify that the interest in real property conveyed by the within instrument to the **CITY OF MONTCLAIR**, State of California, a body corporate and politic, is hereby accepted by order of the **MONTCLAIR CITY COUNCIL** made on _____, and the grantee consents to the recordation thereof by its duly authorized officer.

Dated: _____

By: _____

City Clerk

(Seal)

EXHIBIT "A"

**APN 1011-621-02
ROAD EASEMENT**

BEING THE WESTERLY 3 FEET OF THE NORTHERLY 70 FEET OF THE SOUTHERLY 140 FEET OF LOT 7, BLOCK 24, MONTE VISTA TRACT NO. 2, IN THE CITY OF MONTCLAIR, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, AS SHOWN ON MAP RECORDED IN BOOK 16, PAGES 33-34 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

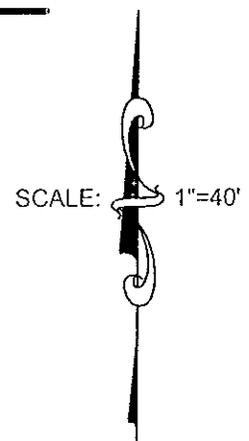
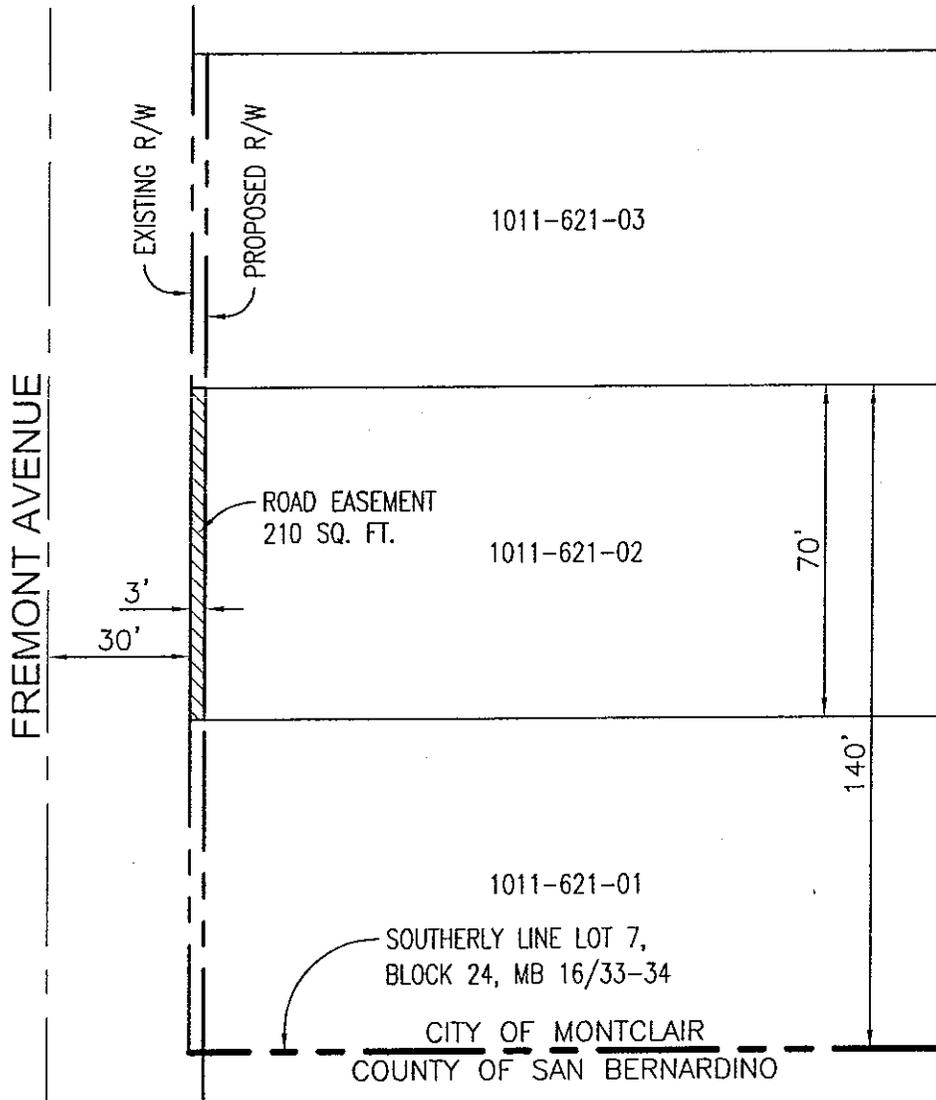
CONTAINS 210 SQUARE FEET, MORE OR LESS.

SEE EXHIBIT "B" ATTACHED HERETO AND BY THIS REFERENCE MADE A PART HEREOF.



Michael A. Baine *May 5, 2009*

MICHAEL A. BAINE, P.L.S. 7326 DATE
EXP. 12/31/09



LDKING
Engineers/Planners/Surveyors

2151 Convention Center Way
Suite 100
Ontario, California 91764-4464
Phone: (909) 937-0200
Fax: (909) 937-0202

EXHIBIT "B"
SKETCH TO ACCOMPANY
LEGAL DESCRIPTION

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

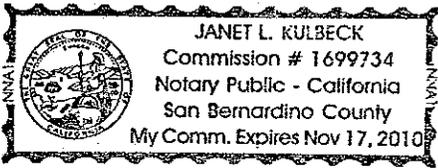
State of California

County of San Bernardino }

On June 25, 2009 before me, Janet L. Kulbeck Notary Public
Date Here Insert Name and Title of the Officer

personally appeared James W. Coiner
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person (X) whose name (X) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity (X), and that by his/her/their signature (X) on the instrument the person (X), or the entity upon behalf of which the person (X) acted, executed the instrument.



I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Janet L. Kulbeck
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: Grant Deed 1656

Document Date: _____ Number of Pages: 3

Signer(s) Other Than Named Above: None

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

- Individual
- Corporate Officer — Title(s): _____
- Partner — Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____



Signer Is Representing: _____

Signer's Name: _____

- Individual
- Corporate Officer — Title(s): _____
- Partner — Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____



Signer Is Representing: _____

Recording Requested
By and Mail to:

CITY OF MONTCLAIR
P.O. BOX 2308
5111 BENITO STREET
MONTCLAIR, CALIFORNIA 91763

SPACE ABOVE THIS LINE FOR RECORDERS USE
Affix Internal Revenue Stamps In This Place

GRANT DEED

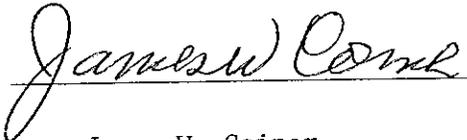
Affix I.R.S. \$ _____

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,

hereby GRANTS to the CITY OF MONTCLAIR an easement for the purpose of constructing, reconstructing, maintaining, and use of sidewalks and appurtenances over the following described real property in the City of Montclair, County of San Bernardino, State of California:

See attached Exhibits A and B

Grant Deed No. 1657


James W. Coiner

State of _____

County of _____

On _____ before me, _____, personally appeared _____

_____ personally known to me - or _____ proved to me on the basis of satisfactory evidence to be the person(s) whose name(s)

is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their

authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of

which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

See attached

Signature of Notary

(Seal)

ACCEPTANCE

This is to certify that the interest in real property conveyed by the within instrument to the CITY OF MONTCLAIR, State of California, a body corporate and politic, is hereby accepted by order of the MONTCLAIR CITY COUNCIL made on _____, and the grantee consents to the recordation thereof by its duly authorized officer.

Dated: _____

By: _____

City Clerk

(Seal)

EXHIBIT "A"

APN 1011-621-03
ROAD EASEMENT

BEING THE WESTERLY 3 FEET OF THE NORTHERLY 70 FEET OF THE
SOUTHERLY 210 FEET OF LOT 7, BLOCK 24, MONTE VISTA TRACT NO. 2, IN THE
CITY OF MONTCLAIR, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA,
AS SHOWN ON MAP RECORDED IN BOOK 16, PAGES 33-34 OF MAPS, IN THE
OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

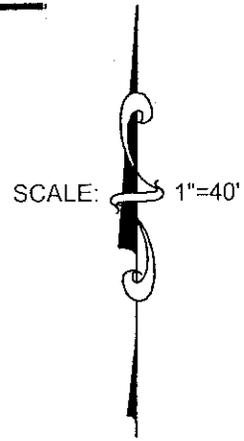
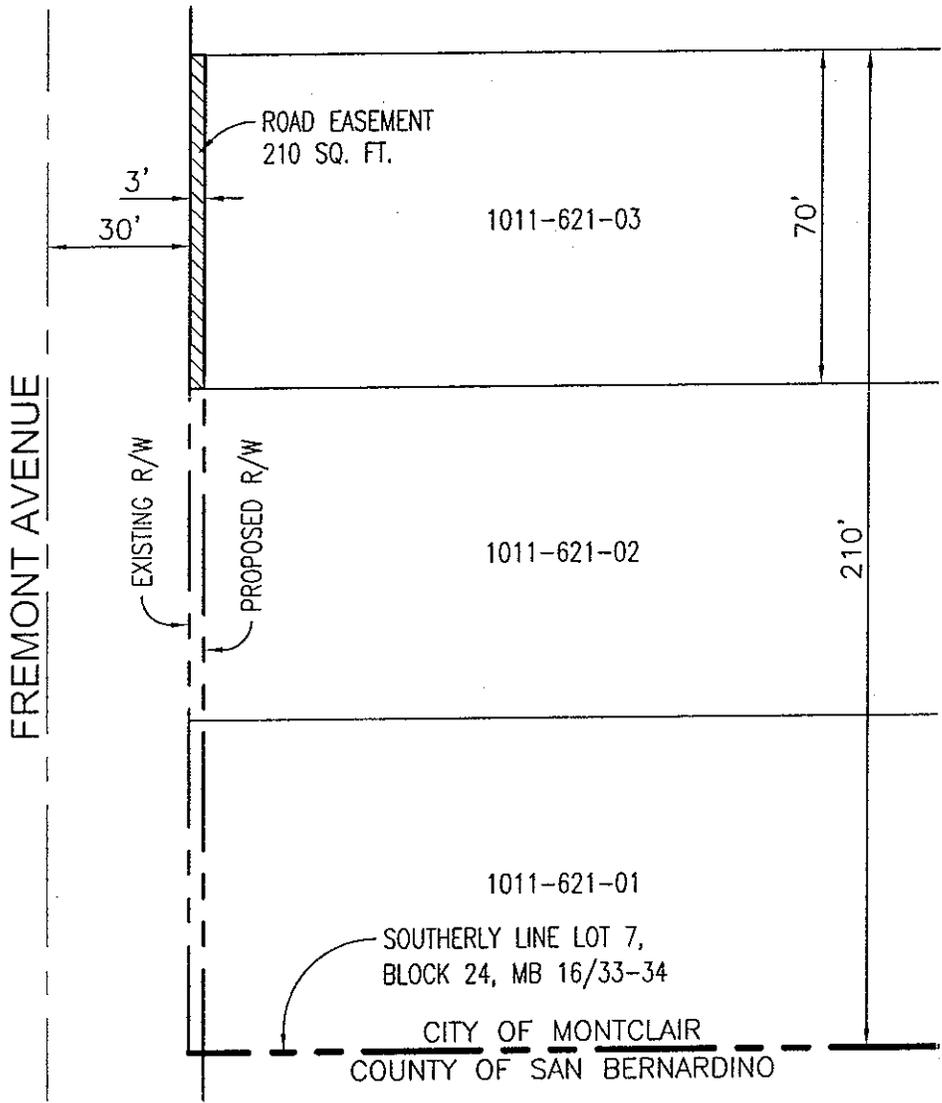
CONTAINS 210 SQUARE FEET, MORE OR LESS.

SEE EXHIBIT "B" ATTACHED HERETO AND BY THIS REFERENCE MADE A PART
HEREOF.



[Handwritten Signature] *May 5, 2009*

MICHAEL A. BAINE, P.L.S. 7326 DATE
EXP. 12/31/09



LDKING
Engineers/Planners/Surveyors

2151 Convention Center Way
Suite 100
Ontario, California 91764-4464
Phone: (909) 937-0200
Fax: (909) 937-0202

EXHIBIT "B"
SKETCH TO ACCOMPANY
LEGAL DESCRIPTION

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of San Bernardino

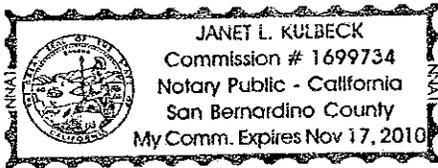
On June 25, 2009 before me, Janet L. Kulbeck, Notary Public
Date Here Insert Name and Title of the Officer

personally appeared James W. Coiner
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature Janet L. Kulbeck
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: Grant Deed 1657

Document Date: _____ Number of Pages: 3

Signer(s) Other Than Named Above: none

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

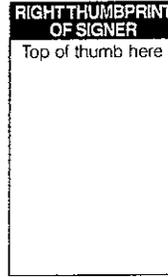
- Individual
- Corporate Officer -- Title(s): _____
- Partner -- Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____



Signer Is Representing: _____

Signer's Name: _____

- Individual
- Corporate Officer -- Title(s): _____
- Partner -- Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____



Signer Is Representing: _____

AGENDA REPORT

SUBJECT: CONSIDER GRANTING AN EASEMENT TO MONTE VISTA WATER DISTRICT FOR FIRE SERVICE TO THE MONTCLAIR YOUTH CENTER

CONSIDER AUTHORIZING MAYOR AND CITY CLERK TO EXECUTE GRANT DEED

DATE: July 20, 2009

SECTION: ADMIN. REPORTS

ITEM NO.: 8

FILE I.D.: HSV151

DEPT.: PUBLIC WORKS

BUSINESS PLAN: STRATEGIC PRIORITY NO. 3, GOAL 3

REASON FOR CONSIDERATION: Monte Vista Water District (MVWD) requires an easement be dedicated for the installation of a fire service to serve the new Montclair Youth Center. Dedications of easements require City Council approval.

Dedication of the easement in support of the construction of this project would satisfy a portion of Strategic Priority No. 3, Goal 3, as contained in Montclair's "Business Plan."

BACKGROUND: On March 2, 2009, the City Council awarded a contract for construction of the new Montclair Youth Center. At the time the contract was awarded, it was known that a fire service to the building would be required; but the exact alignment and point of connection to MVWD's water main was uncertain. After performing flow tests on the water main expected to be used for the fire service, it has been determined that the main can provide the required fire flows. The point of connection to the main line and the alignment of the fire service have now been determined. An easement grant deed and legal description have been prepared granting an easement from the City to MVWD from its water main to the location of the fire service.

FISCAL IMPACT: The cost to construct the fire service to serve the Montclair Youth Center is already included in the contractor's bid. The Council's granting of the proposed easement would result in the City's being able to occupy the building once construction is completed

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

1. Grant an easement to Monte Vista Water District for fire service to the Montclair Youth Center.
2. Authorize the Mayor and City Clerk to execute the grant deed.

Prepared by:

M. SCHO
all my

Reviewed and Approved by:

M. STARRS
Qu. Cheddy

Proofed by:

Presented by:

Recording Requested
By and Mail to:

MONTE VISTA WATER DISTRICT
10575 Central Avenue
Montclair, CA 91763

SPACE ABOVE THIS LINE FOR RECORDER'S USE

APN: 1010-301-02

GRANT DEED

Affix I.R.S. \$ _____

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,

The **CITY OF MONTCLAIR**, A Municipal Corporation, hereinafter referred to as "Grantor," does hereby grant to **MONTE VISTA WATER DISTRICT**, a public agency county water district, hereinafter referred to as "Grantee," an easement and right-of-way to enter upon the property herein described at any time that it may see fit to plan, construct, maintain, repair, replace, and operate underground pipelines and/or mains for the purpose of conveying water under the property herein described, together with the right to excavate and refill ditches and/or trenches for the location of said pipelines and/or mains and, further, the right to remove trees, bushes, undergrowth, and other obstructions interfering with the planning, construction and maintenance, repair, replacement, and operation of said pipelines and/or mains, together with the right of ingress and egress from said property of the Grantor's described herein at reasonable times which will not substantially interfere with Grantor's operations, for the purpose of planning, constructing, maintaining, repairing, operating, and replacing said pipelines and/or mains.

The property affected by the grant of this Easement and right-of-way is located in the City of Montclair, County of San Bernardino, State of California and is more particularly described as:

SEE EXHIBIT A (LEGAL DESCRIPTION) AND EXHIBIT B (PLAT)
ATTACHED HERETO AND MADE A PART HEREOF

Grantee hereby agrees to restore said right-of-way to its original condition as said condition appeared immediately prior to the construction of said pipelines and/or mains.

Said easement and right-of-way are subject to the covenants, conditions, restrictions, reservations, exceptions, rights, and easements of record.

The easement and right-of-way hereby granted to **MONTE VISTA WATER DISTRICT** are permanent and perpetual, and are granted to **MONTE VISTA WATER DISTRICT**, its successors, and assigns forever.

Paul M. Eaton, Mayor

Donna Jackson, City Clerk

State of California

County of San Bernardino

On _____ before me, _____, personally appeared Paul M. Eaton and Donna Jackson, who proved to me on the basis of satisfactory evidence to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same in their authorized capacities, and that by their signatures on the instrument the persons, or the entity upon behalf of which the persons acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____
Signature of Notary Public

Place Notary Seal Above

CERTIFICAT OF ACCEPTANCE

The **MONTE VISTA WATER DISTRICT**, a public agency county water district, hereby accepts the interest conveyed to them by the **CITY OF MONTCLAIR**, by virtue of the attached pipeline easement.

Dated: _____

By: _____
Mark M. Kinsey
General Manager

EXHIBIT "A"

A 6' WIDE WATER LINE EASEMENT LOCATED IN LOT 2, BLOCK 13, MONTE VISTA TRACT SUBDIVIDED BY POMONA LAND & WATER COMPANY IN THE CITY OF MONTCLAIR, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA AS RECORDED IN MB11, PAGE 34, IN THE OFFICE OF THE RECORDER OF SAID COUNTY DESCRIBED AS FOLLOWS:

COMMENCING AT THE CENTERLINE INTERSECTION OF BENITO STREET AND FREMONT AVENUE AS SHOWN ON SAID MONTE VISTA TRACT, THENCE N89°46'10"E ALONG THE CENTERLINE OF SAID BENITO STREET 440.50 FEET THEREON; THENCE S00°00'41"E 30.00 FEET TO THE NORTH LINE OF SAID LOT 2; THENCE S89°46'10"W 5.00 FEET ALONG THE NORTH LINE OF SAID LOT 2 TO THE TRUE POINT OF BEGINNING; THENCE CONTINUING S89°46'10"W ALONG THE NORTH LINE OF SAID LOT 2 A DISTANCE 25 FEET THEREON; THENCE S00°00'41"E 6.00 FEET; THENCE N89°46'10"E 25 FEET PARALLEL TO THE NORTH LINE OF SAID LOT 2; THENCE N00°00'41"W 6.00 FEET TO THE TRUE POINT OF BEGINNING.

AREA = 150 SQUARE FEET +/-

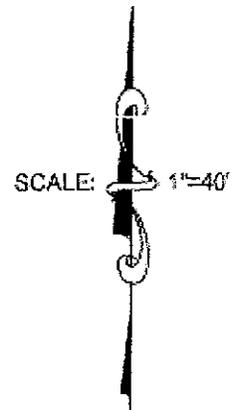
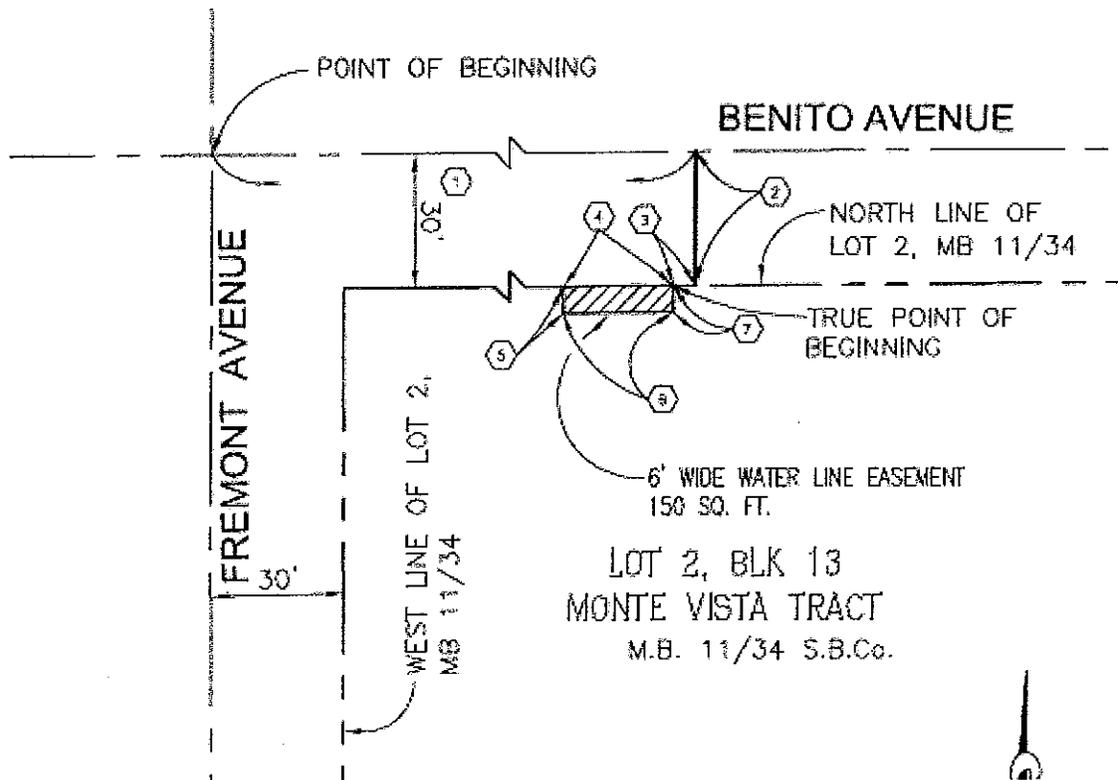
PREPARED BY:





EXHIBIT "B"
 6' WATER EASEMENT, LOCATED IN LOT
 2, BLOCK 13, MONTE VISTA TRACT, MB
 11, PAGE 34, IN THE CITY OF
 MONTCLAIR, COUNTY OF SAN
 BERNARDINO, STATE OF CALIFORNIA

①	N89°46'10"E	440.50'
②	S00°00'41"E	30.00'
③	S89°46'10"W	5.00'
④	S89°46'10"W	25.00'
⑤	S00°00'41"E	6.00'
⑥	N89°46'10"E	25.00'
⑦	N00°00'41"W	6.00'



LDKING
 Engineers/Planners/Surveyors

2151 Convention Center Way
 Suite 100
 Ontario, California 91764-4464
 Phone: (909) 937-0200
 Fax: (909) 937-0202

EXHIBIT "B"
 SKETCH TO ACCOMPANY
 LEGAL DESCRIPTION

AGENDA REPORT

SUBJECT: CONSIDER APPROVAL OF FILING OF A NOTICE OF COMPLETION FOR CITY OF MONTCLAIR POLICE DEPARTMENT FACILITY BID PACKAGE NO. 5-LANDSCAPING, IRRIGATION, AND SITE FURNISHINGS; 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 20, 2009 SECTION: ADMIN. REPORTS ITEM NO.: 9 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. Bid Package No. 5-Landscaping, Irrigation, and Site Furnishings was awarded to Mariposa Horticultural Enterprises, Inc. All work required under Bid Package No. 5 pursuant to Agreement No. 06-124 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. 5-Landscaping, Irrigation, and Site Furnishings, was awarded to Mariposa Horticultural Enterprises, Inc., in the amount of \$590,202. Construction change orders amounting to \$41,263 were issued, reducing the total cost of the contract to \$548,939.

RECOMMENDATION: Staff recommends the City Council take the following actions related to completion of City of Montclair Police Department Facility-Bid Package No. 5-Landscaping, Irrigation, and Site Furnishings:

1. Approve the filing of a Notice of Completion with the Office of the County Recorder.
2. Reduce the Faithful Performance Bond to 10 percent.
3. Retain the Payment Bond for six months.
4. Release retention 30 days after recordation of Notice of Completion.

Prepared by: <u><i>M. SCKD</i></u>	Reviewed and Approved by:	<u><i>M. STARRS</i></u>
Proofed by: <u><i>Ally</i></u>	Presented by:	<u><i>W. (The Day)</i></u>

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. 5

for the undersigned City of Montclair, a Municipal Corporation, on the 26th day of June, 2009

The City accepted the job on the 20th day of July, 2009

The Contractor on said job was Mariposa Horticulture
11093 Almond Avenue
Fontana, CA 92335

The improvement consisted of Landscaping, Irrigation, and Site Furnishings

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. 8-STRUCTURAL STEEL, MISCELLANEOUS METALS, ORNAMENTAL IRON, AND METAL DECKING; REDUCTION OF FAITHFUL PERFORMANCE BOND TO 10 PERCENT; AND RETENTION OF PAYMENT BOND FOR SIX MONTHS

DATE: July 20, 2009

SECTION: ADMIN. REPORTS

ITEM NO.: 10

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.

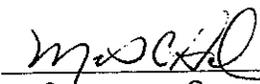
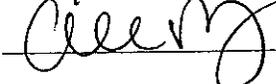
Approval of this Notice of Completion would satisfy a portion of Strategic Priority Nos. 4 and 5 as contained in Montclair's "Business Plan."

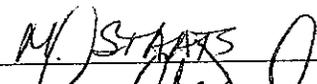
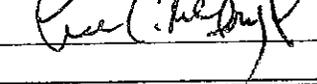
BACKGROUND: On September 5, 2006, the City Council awarded 20 of 22 separate construction contracts necessary to construct the City's new Police Department facility. Bid Package No. 8-Structural Steel, Miscellaneous Metals, Ornamental Iron, and Metal Decking was awarded to Columbia Steel, Inc. All work required under Bid Package No. 8 pursuant to Agreement No. 06-127 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. 8-Structural Steel, Miscellaneous Metals, Ornamental Iron, and Metal Decking, was awarded to Columbia Steel, Inc., in the amount of \$2,965,300. Construction change orders amounting to \$122,472 were issued, increasing the total construction cost to \$3,087,772.

RECOMMENDATION: Staff recommends the City Council take the following actions related to completion of City of Montclair Police Department Facility-Bid Package No. 8-Structural Steel, Miscellaneous Metals, Ornamental Iron, and Metal Decking:

1. Approve the filing of a Notice of Completion with the Office of the County Recorder
 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: 
Proofed by: 

Reviewed and Approved by: 
Presented by: 

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. 8

for the undersigned City of Montclair, a Municipal Corporation, on the 26th day of June, 2009

The City accepted the job on the 20th day of July, 2009

The Contractor on said job was Columbia Steel, Inc.
2175 N. Linden Avenue
Rialto, CA 92377

The improvement consisted of Structural Steel, Miscellaneous Metals, Ornamental Iron, Metal Decking

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' AUTHORIZATION TO ADVERTISE FOR BID PROPOSALS FOR DEMOLITION OF THE VACANT SINGLE-FAMILY RESIDENCE AT 4113 KINGSLEY STREET	DATE: July 20, 2009 SECTION: ADMIN. REPORTS ITEM NO.: 11 FILE I.D.: RDA685
BUSINESS PLAN: STRATEGIC PRIORITY NO. 2, GOAL NO. 1	DEPT.: REDEVELOPMENT

REASON FOR CONSIDERATION: Advertising for bid proposals is subject to Redevelopment Agency Board of Directors' approval.

Construction of this project would satisfy a portion of Strategic Priority No. 2, Goal No. 1 as contained in Montclair's "Business Plan."

BACKGROUND: The Redevelopment Agency Fiscal Year 2009-10 Budget includes moneys for the demolition of the Agency-owned single-family residence located at 4113 Kingsley Street. The residence was purchased in February 2009. Staff has discussed collaborating with National Community Renaissance (National CORE) for possible development of a Special Needs Housing project on the site. Because the dwelling on the site contains no tenants and would eventually be demolished for future development, the City Council Real Estate Committee recommended at its meeting on June 16, 2009, that staff pursue demolition of the structure. Before demolition, it is the intention of the Fire Department to use the building for training purposes.

FISCAL IMPACT: The cost to advertise this project should not exceed \$3,500.

RECOMMENDATION: Staff recommends the Redevelopment Agency Board of Directors authorize staff to advertise for bid proposals for demolition of the vacant dwelling located at 4113 Kingsley Street.

Prepared by: <u>Christine P. Caldwell</u>	Reviewed and Approved by: <u>[Signature]</u>
Proofed by: <u>[Signature]</u>	Presented by: <u>[Signature]</u>

AGENDA REPORT

SUBJECT: CONSIDER REJECTION OF BID FROM UNIVERSAL ENGINEERING FOR THE CONSTRUCTION OF THE MONTCLAIR SENIOR CENTER AND VARIOUS CIVIC CENTER SITE IMPROVEMENTS PROJECT AS BEING NONRESPONSIVE

DATE: July 20, 2009

SECTION: AGREEMENTS

ITEM NO.: 1

FILE I.D.: HSV151

DEPT.: PUBLIC WORKS

CONSIDER AWARD OF CONTRACT TO KPRS CONSTRUCTION SERVICES, INC., IN THE AMOUNT OF \$2,754,000 FOR THE CONSTRUCTION OF THE MONTCLAIR SENIOR CENTER AND VARIOUS CIVIC CENTER SITE IMPROVEMENTS PROJECT

CONSIDER INCLUDING AS PART OF CONTRACT WITH KPRS CONSTRUCTION SERVICES, INC., ADDITIVE ALTERNATE ITEM NOS. 1, 2, AND 3 FOR \$223,000, \$80,500, AND \$61,000, RESPECTIVELY

CONSIDER APPROVAL OF AGREEMENT NO. 09-59 WITH KPRS CONSTRUCTION SERVICES, INC.

CONSIDER AUTHORIZATION OF A \$325,000 CONSTRUCTION CONTINGENCY

BUSINESS

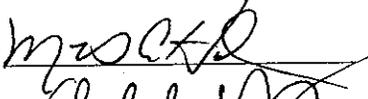
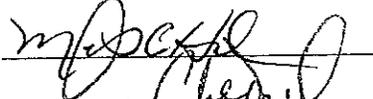
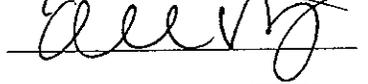
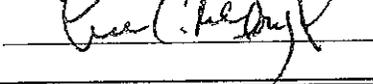
PLAN: STRATEGIC PRIORITY NO. 4 AND 5

REASON FOR CONSIDERATION: Awards of contracts and agreements with the City of Montclair requires City Council approval.

Construction of this project would satisfy a portion of Strategic Priority No. 4 and 5, as contained in Montclair's "Business Plan."

BACKGROUND: The Fiscal Years 2008-2012 Capital Improvement Program includes funding for construction of Alma Hofman Park improvements as well as a new Senior Citizen Center. Park improvements will include a new public restroom while the new Senior Center will construct an 8,800-square-foot senior citizen facility and social gathering space.

On July 9, 2009, the City Clerk received and opened 28 bids for the subject project. The bid results are shown on the following page:

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

1	Universal Engineering	\$2,432,000.00
2	KPRS Construction Services, Inc.	\$2,754,000.00
3	State Link Construction, Inc.	\$2,810,000.00
4	W.L. Butler Construction, Inc.	\$2,831,682.00
5	Meadows Construction Services, Inc.	\$2,839,119.00
6	Hanan Construction Co., Inc.	\$2,845,000.00
7	Perera Construction & Design, Inc.	\$2,848,000.00
8	SMC Construction Co.	\$2,899,000.00
9	Greatwest Contractors, Inc.	\$2,912,000.00
10	Robert Clapper Construction Services, Inc.	\$3,007,300.00
11	The Richardson Group	\$3,009,397.00
12	Tovey/Shultz Construction, Inc.	\$3,017,000.00
13	Cavecche Engineering & Construction Co.	\$3,027,093.00
14	Gonzales Construction	\$3,067,978.00
15	G-2000 Construction, Inc.	\$3,078,000.00
16	Angeles Contractor, Inc.	\$3,093,000.00
17	AMG & Associates, Inc.	\$3,094,000.00
18	FEI Enterprises, Inc.	\$3,149,000.00
19	Young Contractors, Inc.	\$3,192,000.00
20	United Contractors Company, Inc.	\$3,220,000.00
21	Woodcliff Corporation	\$3,252,000.00
22	Newman Midland Corp.	\$3,332,000.00
23	Morillo Construction, Inc.	\$3,353,000.00
24	Rossetti Construction Company, Inc.	\$3,555,000.00
25	M.S. Construction Mgmt. Group	\$3,759,462.00
26	N&W Construction, Inc.	\$3,767,000.00
27	T&Y Construction	\$3,925,000.00
28	Pacwest Corp.	\$3,937,000.00

The Architect's estimate for this project was \$4.9 million.

The lowest bidder, Universal Engineering, was deemed nonresponsive for the following reasons:

- The bidder failed to include Page F-1, BIDDER'S GUARANTEE, with the bid. Although the required bid bond was included with the bid, the failure to include the BIDDER'S GUARANTEE meant a required signature of an officer with the corporation was missing.
- The bidder's list of subcontractors was missing a number of subcontractors required for at least nine different items of work.
- The bidder's list of subcontractors failed to include some of the information required including a requirement that the listed roofing subcontractor be a Tremco-approved roofing contractor.

For these three reasons, it is recommended that Universal Engineering's bid be rejected as nonresponsive.

KPRS Construction Services, Inc., has provided all the required documents and was deemed the lowest responsible, responsive bidder for the project. Following a comprehensive reference check, they appear to have the personnel, equipment, and job experience necessary to complete this contract in accordance with the plans and specifications. KPRS is also under contract with the City for construction of the Youth Center improvements and modifications to the Community Center.

The project was advertised with three additive alternate items, items of work deemed necessary should sufficient funds be available. The additive items include the following:

1. Installation of new lighting in the City Hall and Recreation building parking lots, consistent with the new Civic Center lighting theme, and resurfacing of those parking lots.
2. New interior paint and carpeting in Library.
3. Exterior painting of all Civic Center buildings to match Senior Center paint scheme.

The Montclair Senior Center and Various Civic Center Site Improvements Project is expected to be under construction sometime in August 2009 with an expected grand opening date of May 2010.

FISCAL IMPACT: The Montclair Senior Center and Various Civic Center Site Improvements Project would be funded by revenue generated from the Transactions and Use Tax approved by Montclair voters in November 2004. The base bid for this project is \$2,754,000.00. The inclusion of Additive Alternate Item Nos. 1, 2, and 3 raise the total contract amount to \$3,118,500.

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

1. Reject bid from Universal Engineering for construction of the Montclair Senior Center and Various Civic Center Site Improvements Project as being nonresponsive.
2. Award contract to KPRS Construction Services, Inc., in the amount of \$2,754,000, for construction of the Montclair Senior Center and Various Civic Center Site Improvements Project.
3. Include as part of contract with KPRS Construction Services, Inc., Additive Alternate Item Nos. 1, 2, and 3.
4. Approve Agreement No. 09-59 with KPRS Construction Services, Inc.
5. Consider authorization of a \$325,000 Construction Contingency.

KNOW ALL MEN BY THESE PRESENTS: That the following Agreement is made and entered into as of the date executed by the City Clerk and the Mayor, by and between **KPRS Construction Services, Inc.**, hereinafter referred to as "CONTRACTOR" and the CITY OF MONTCLAIR, hereinafter referred to as "CITY."

A. Recitals.

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

**FOR THE CONSTRUCTION OF
MONTCLAIR SENIOR CENTER AND VARIOUS CIVIC CENTER SITE
IMPROVEMENTS PROJECT**

"PROJECT" hereinafter.

B. Resolution.

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

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

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

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

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

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

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

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

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

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

(6) Automobile – Property Damage \$500,000 each accident.

c. The policy of insurance provided for in subparagraph (a) shall contain an endorsement that:

- (1) Waives all right of subrogation against all persons and entities specified in subparagraph 4(d)(2) hereof to be listed as additional insureds in the policy of insurance provided for in subparagraph (b) by reason of any claim arising out of or connected with the operations of CONTRACTOR or any subcontractor in performing the work provided for herein.
- (2) Provides it shall not be canceled or altered without thirty (30) days' written notice thereof given to CITY by registered mail.

d. Each such policy of insurance provided for in subparagraph (b) shall:

- (1) Be issued by an insurance company approved in writing by CITY, which is qualified to do business in the State of California.
- (2) Name as additional insureds the CITY, its officers, agents, employees, and any other parties specified in the bid documents to be so included.
- (3) Specify it acts as primary insurance and that no insurance held or owned by the designated additional insureds shall be called upon to cover a loss under said policy.
- (4) Contain a clause substantially in the following words:

It is hereby understood and agreed that this policy may not be canceled nor the amount of the coverage thereof reduced until thirty (30) days after receipt by CITY of a written notice of such cancellation or reduction of coverage as evidenced by receipt of a registered letter.

- (5) Otherwise be in form satisfactory to CITY.

e. The CONTRACTOR shall at the time of the execution of the contract present the original policies of insurance required in subparagraphs (a) and (b) hereof or present an endorsement of the insurance company showing the issuance of such insurance and the additional insureds and other provisions required herein.

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

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

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

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

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

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

8. CONTRACT PRICE AND PAYMENT: CITY shall pay to the CONTRACTOR for furnishing the material and doing the prescribed work the unit prices set forth in accordance with CONTRACTOR's Proposal dated **July 09, 2009**.

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

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

CITY:

CITY OF MONTCLAIR, CALIFORNIA

By: _____
Paul M. Eaton
Mayor

ATTEST:

Donna M. Jackson
City Clerk

CONTRACTOR:

KPRS CONSTRUCTION SERVICES, INC.

2850 Saturn Street

Brea, CA 92821-1701

By: _____
Title

By: _____
Title

By: _____
Title

AGENDA REPORT

SUBJECT: CONSIDER APPROVAL OF AGREEMENT NO. 09-60 WITH KAISER FOUNDATION FONTANA MEDICAL CENTER TO PROVIDE PRIMARY CARE SERVICES AT THE MONTCLAIR MEDICAL CLINIC	DATE: July 20, 2009 SECTION: AGREEMENTS ITEM NO.: 2 FILE I.D.: HSV043 DEPT.: COMMUNITY DEV.
BUSINESS PLAN: N/A	

REASON FOR CONSIDERATION: The City Council is requested to consider approval of Agreement No. 09-60 with Kaiser Foundation Fontana Medical Center to provide grant funding for primary care services at the Montclair Medical Clinic.

BACKGROUND: Kaiser Foundation Fontana Medical Center has donated \$12,000 to the Human Services Division to be used towards the planning, implementation, and monitoring of The Montclair Gateway to Coverage Program. This program will increase access to health care for Montclair Medical Clinic patients by providing reduced-cost primary care services.

The term of proposed Agreement No. 09-60 is from July 1, 2009, through June 30, 2010.

FISCAL IMPACT: The grant amount is \$12,000 for primary care services at the Montclair Medical Clinic.

RECOMMENDATION: Staff recommends the City Council approve Agreement No. 09-60 with Kaiser Foundation Fontana Medical Center to provide primary care services at the Montclair Medical Clinic.

Prepared by: <u>UM. Richter</u>	Reviewed and Approved by: <u>Steve Luskas</u>
Proofed by: <u>Christine Smedley</u>	Presented by: <u>Joe Chedoke</u>

LETTER OF AGREEMENT
KAISER FOUNDATION HOSPITALS, FONTANA
COMMUNITY BENEFIT CHARITABLE CONTRIBUTIONS PROGRAM

This Letter of Agreement (hereinafter "Agreement") regarding Community Benefit Funds ("Memorandum"), dated as of June 23, 2009 is entered into by and between Kaiser Foundation Hospitals, a California nonprofit, public benefit corporation (hereinafter "KFH") and the **City of Montclair, for benefit of the (FBO) Montclair Medical Clinic**, is a city organized in the State of California and not subject to federal or state income tax.

This Agreement sets forth the understanding of the parties hereto as to the terms and conditions under which KFH shall donate funds in the amount of **\$12,000.00 for a one year funding period beginning July 1, 2009 through June 30, 2010 for The Montclair Gateway Coverage Program (Access to Primary Care)**. Such terms and conditions are as follows:

1. Tax Exemption Status: Grantee represents that at all times relevant herein, it is a city organized in the State of California and not subject to federal or state income tax.
2. Purpose of Grant. Grantee shall use entire Grant to support the specific goals, objectives, activities, and outcomes as stated in the Grantee's funding application and, for Grants greater than \$25,000, as submitted in the evaluation plan.
3. Expenditure of Funds. This Grant (together with any income earned upon investment of grant funds) is made for the purpose outlined in the Grantee's Evaluation Plan and may not be expended for any other purpose without KFH's prior written approval.
4. Prohibited Uses. In no event shall Grantee use any of the funds from this Grant to (a) support a political campaign, (b) support or attempt to influence any government legislation, except making available the results of non-partisan analysis, study or research, or (c) grant an award to another party or for any purpose other than one specified in Section 170(c)(2)(b) of the Internal Revenue Code of 1986 as amended.
5. Return of Funds. KFH reserves the right to discontinue, modify or withhold payments to be made under this Agreement or to require a total or partial return of any funds, including any unexpended funds under the following conditions:
 - (a) If KFH, in its sole discretion, determines that the Grantee has not performed in accordance with this Agreement or has failed to comply with any term or condition of this Agreement.
 - (a) If Grantee loses its status as an eligible Grantee under Paragraph 1 above.
 - (b) Any portion of the funds is not used for the approved purpose
 - (c) Such action is necessary to comply with the requirements of any law or regulation applicable to Grantee or to KFH or to this Grant.
6. Records, Audits and Site Visits. KFH is authorized to conduct audits, including on-site audits, at any time during the term of this Grant and within four years after completion of the Grant. Grantee shall allow KFH and its representatives, at its request, to have reasonable access during regular business hours to Grantee's files, records,

accounts, personnel and client or other beneficiaries for the purpose of making such audits, verifications or program evaluations as KFH deems necessary or appropriate concerning this Grant. Grantee shall maintain accounting records sufficient to identify the Grant and to whom and for what purpose such funds are expended for at least four (4) years after the Grant has been expended.

7. No Assignment or Delegation. Grantee may not assign, or otherwise transfer, any rights or delegates any of Grantee's obligations under this Agreement without prior written approval from KFH.

8. Records and Reports. Grantee shall submit written progress report(s) to KFH, as follows:

- (a) *For Grants \$25,000 and below:* Grantee shall submit one written final progress report within 30 calendar days after completion of the grant period, using the report format provided by KFH.
- (a) *For Grants over \$25,000:* Grantee shall submit written progress reports within 30 calendar days of each six-month period following the grant award, and a final progress report within 30 calendar days after completion of the grant period, using the report format provided by KFH.

Grantee shall be primarily responsible for the content of the evaluation report. If KFH determines IRB approval is necessary, as part of the evaluation process, Grantee shall follow KFH IRB approval processes and procedures.

9. Required Notification. Grantee is required to provide KFH with immediate written notification of any change in Grantee's tax exempt status or when Grantee is unable to expend the grant funds for the approved purposes described in the Evaluation Plan.

10. Identification of KFH. Grantee shall identify KFH as a supporting organization in all published material relating to the subject matter of this Grant. Whenever possible and appropriate, Grantee shall publicly acknowledge KFH for this Grant.

11. Equal Employment Opportunity. Grantee agrees to comply with and be bound by the nondiscrimination and affirmative action clauses contained in: Executive Order 11246, as amended, relative to equal opportunity for all persons without regard to race, color, religion, sex or national origin; the Vocational Rehabilitation Act of 1973, as amended, relative to the employment of qualified handicapped individuals without discrimination based upon their physical or mental handicaps; the Vietnam Era Veterans Readjustment Assistance Act of 1974, as amended, relative to the employment of disabled veterans and veterans of the Vietnam Era, and the implementing rules and regulations prescribed by the Secretary of Labor in Title 41, Part 60 of the Code of Federal Regulations (CFR).

12. Immigration Act Requirements. Grantee shall comply during the term of this Agreement with the provisions of the Immigration Reform and Control Act of 1986 and any regulations promulgated thereunder. Grantee hereby certifies that it has obtained a properly completed Employment Eligibility Certificate (INS Form I-9) for each worker performing services related to the program described in the Evaluation Plan.

13. Licensing and Credentials. Grantee agrees to maintain, in full force and effect, all required governmental or professional licenses and credentials for itself, its facilities and for its employees and all other persons engaged in work in conjunction with this Grant.

14. Payment of Grant. First payment by KFH will be contingent upon a signed Agreement between KFH and Grantee. Subsequent payments (if any) are contingent upon compliance with this Agreement, including timely receipt of reports as outlined in Paragraph 8 above.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

Kaiser Foundation Hospitals

By: Jennifer Resch-Silvestri
Jennifer Resch-Silvestri
Public Affairs Director

4-25-2009
Date

Grantee

By: _____
Paul Eaton, Mayor
City of Montclair

Date:

AGENDA REPORT

SUBJECT: CONSIDER APPROVAL OF AGREEMENT
NO. 09-61 WITH THE OFFICE OF THE STATE
CONTROLLER, DIVISION OF AUDITS, FOR
ANNUAL STREET REPORT PREPARATION
SERVICES

DATE: July 20, 2009

SECTION: AGREEMENTS

ITEM NO.: 3

FILE I.D.: LIT010

**BUSINESS
PLAN:** N/A

DEPT.: ADMIN. SVCS.

REASON FOR CONSIDERATION: Pursuant to the City of Montclair's Purchasing Manual, professional service contracts shall be presented to the City Council and executed by the Mayor.

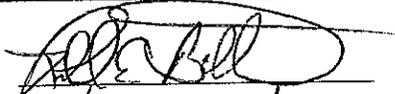
BACKGROUND: Local agencies are required to file an Annual Report of Financial Transactions Concerning Streets and Roads in accordance with California Streets and Highways Code Section 2151. Contracting with the Office of the State Controller, Division of Audits, for street report preparation services provides the City with expertise in the reporting process, thereby ensuring the highest compliance possible. In addition, because the Office of the State Controller is involved in the preparation of the report, the probability of allocating staff resources to respond to an audit is significantly reduced.

The Office of the State Controller, Division of Audits, routinely prepares audit reports for California cities. The City of Montclair's audit firm, Lance, Soll & Lunghard LLP, does not offer this service and refers all client cities to the Office of the State Controller. The City of Montclair has been contracting with the Office of the State Controller, Division of Audits, for annual street report preparation services since September 1999 and staff has been satisfied with the service.

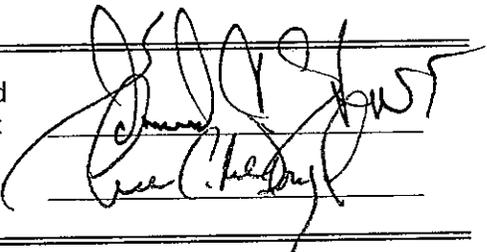
During Fiscal Year 2008-09, the City of Montclair entered into Agreement No. 08-62 with the Office of the State Controller, Division of Audits. Agreement No. 08-62 authorized the Office of the State Controller, Division of Audits, to prepare the City of Montclair's Fiscal Year 2007-08 Annual Street Report. The total cost for this service was \$1,216.

Agreement No. 09-61 renews the agreement with the Office of the State Controller, Division of Audits, to prepare the City of Montclair's Fiscal Year 2008-09 Annual Street Report. The proposed Agreement would be in effect until terminated by either party, and either party can terminate the proposed Agreement with seven days' written notice. The Office of the State Controller, Division of Audits, uses a standard contract for all cities—big and small; therefore, the proposed Agreement includes a "not to exceed" provision of \$2,000. However, the cost to the City of Montclair is not expected to exceed \$1,300. Furthermore, the fee can be paid with Gas Tax funds.

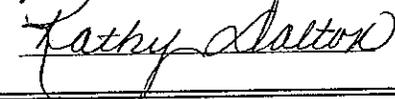
Prepared by:



Reviewed and
Approved by:



Proofed by:



Presented by:

FISCAL IMPACT: Approval of Agreement No. 09-61 would authorize the Office of the State Controller, Division of Audits, to perform Annual Street Report preparation services for an amount not to exceed \$2,000. Actual costs are expected to be less than \$1,300.

RECOMMENDATION: Staff recommends the City Council approve Agreement No. 09-61 with the Office of the State Controller, Division of Audits, for Annual Street Report preparation services.



JOHN CHIANG
California State Controller

**CONTRACT FOR SERVICES TO PREPARE
 THE ANNUAL STREET REPORT**

This contract is executed in triplicate, between the Office of the State Controller, Division of Audits, and the City of Montclair.

Whereas Section 2151 of the *California Streets and Highways Code* requires the cities to file an Annual Street Report;

Whereas Section 2151 of the *California Streets and Highways Code* requires this Report to be filed with the Controller on or before October 1 of each year; and

Whereas the Controller is able to furnish and the city wishes to receive the services of the Controller to prepare its report; now therefore, in consideration of the following promises and conditions, the parties hereby agree that:

- I. For the fiscal year ended June 30, 2009, the Controller shall assist in the preparation of the city's report.
- II. The report shall be in the form prescribed by the Controller.
- III. The report shall include a statement of all revenues and expenditures concerning city streets, and shall be prepared from the city's records made available to the Controller.
- IV. The report will be prepared from the city's unaudited records, and no determination shall be made at time of preparation regarding the accuracy of the records or the legality of the expenditures reported herein. The city understands that the report is subject to subsequent review by the Controller and exceptions may be taken at the time regarding the legality of expenditures contained in the report or the accuracy of the records from which the report was prepared.
- V. The Controller will furnish sufficient personnel to complete the report on or before October 1, 2009, except that the Controller is excused from such date if the city's accounting records and personnel are not ready for the preparation of the report at the time scheduled by the Controller and the city or if circumstances beyond the control of the parties prevent completion.
- VI. The city will designate a management-level individual to be responsible and accountable for overseeing the non-audit service.
- VII. The city will establish and monitor the performance of the non-audit service to ensure that it meets management's objectives.

- VIII. The city will make any decision that involves management functions related to the non-audit service and accepts full responsibility for such decisions.
- IX. The city will evaluate the adequacy of the services performed and any findings that result.
- X. This contract is subject to the Controller's charges for services rendered, and such charges shall be computed in accordance with Sections 8755 and 8755.1 of the *State Administrative Manual*. Charges shall include both direct and indirect costs, and shall be expressed in dollars per unit time whenever possible.
- XI. Except as provided in paragraph XII, the aggregate cost of services provided under this agreement shall not exceed \$2000.
- XII. If unforeseen circumstances develop during the course of the Controller's preparation of the report and additional time is needed to complete preparation, the parties will confer; and if it is agreed that the preparation of the report is to continue, the Controller is to be compensated for any additional time required. In any case, the Controller shall be compensated for services rendered prior to the development of such unforeseen circumstances.
- XIII. Upon completion of the report, the Controller will furnish one copy to the city and will retain one copy.
- XIV. The city will pay the Controller for services rendered in a timely manner (including additional time pursuant to paragraph XII) and hereby warrants that funds are available from which payment may be made.
- XV. Either party may terminate this contract by giving seven days written notice. Notice may be served in person or by mail on the officer at the following address and is effective upon receipt. During the seven-day period, the Controller may continue with the preparation of the report then in progress.

Steven Mar, Chief
 Local Government Audits Bureau
 Division of Audits
 Post Office Box 942850
 Sacramento, CA 94250-5874

City of Montclair

JOHN CHIANG
 STATE CONTROLLER

By: _____

Paul M. Eaton

Address: 5111 Benito Street

Montclair CA 91763

Title: Mayor

Date: _____

 Donna M. Jackson

Title: City Clerk

Date: _____

By: _____

JEFFREY V. BROWNFIELD
 Chief, Division of Audits

Date: _____

AGENDA REPORT

SUBJECT: CONSIDER ADOPTION OF RESOLUTION
NO. 09-2809 AUTHORIZING SUBMISSION OF
FISCAL YEAR 2009-10 USED OIL RECYCLING
BLOCK GRANT APPLICATION TO THE
CALIFORNIA INTEGRATED WASTE
MANAGEMENT BOARD

CONSIDER DESIGNATING MAYOR PAUL M.
EATON OR HIS DESIGNEE AS THE PERSON
AUTHORIZED TO EXECUTE ALL NECESSARY
DOCUMENTS FOR THE PURPOSE OF
SECURING GRANT FUNDS

DATE: July 20, 2009

SECTION: RESOLUTIONS

ITEM NO.: 1

FILE I.D.: REF165

DEPT.: ADMIN. SVCS.

BUSINESS

PLAN: N/A

REASON FOR CONSIDERATION: Section 48653 of the California Public Resources Code authorizes the California Integrated Waste Management Board (CIWMB) to issue block grants to local governments for the establishment of new programs or the enhancement of existing programs that address the proper management of used oil and oil filters. The City of Montclair is eligible to receive grant funds in the estimated amount of \$5,223 from the State of California for development and maintenance of used oil/oil filter recycling programs.

BACKGROUND: The State of California enacted the California Oil Recycling Enhancement Act (Act) authorizing CIWMB to issue grants to enhance the collection and recycling of used oil. Under the Act, oil manufacturers make a four cents per quart payment on every quart of oil sold, transferred, or imported into California. The Act mandates CIWMB use these funds for specified activities that encourage the proper disposal of used oil and oil filters and set up necessary procedures governing grant applications by cities and counties.

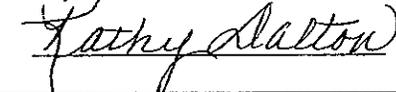
The City's Fiscal Year 2009-10 Used Oil Recycling Block Grant Application proposes inclusion of the following program activities:

- Development and distribution of public education materials related to disposal of used oil and oil filters
- Elementary school presentations/demonstrations teaching children about the proper disposal of used oil and oil filters
- Radio, newspaper, and direct-mail advertisement related to used oil and oil filter collection information and locations

Prepared by:



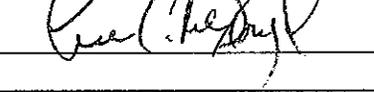
Proofed by:



Reviewed and
Approved by:



Presented by:



- Promotion of used oil and oil filter recycling at the certified oil collection centers in the City of Montclair through newspaper and radio advertisements

FISCAL IMPACT: The City is eligible to receive grant funds in the estimated amount of \$5,223 for Fiscal Year 2009-10.

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

1. Adopt Resolution No. 09-2809 authorizing the submission of a Fiscal Year 2009-10 Used Oil Recycling Block Grant Application to the California Integrated Waste Management Board.
2. Designate Mayor Paul M. Eaton or his designee as the person authorized to execute all necessary documents for the purpose of securing grant funds.

RESOLUTION NO. 09-2809

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MONTCLAIR AUTHORIZING SUBMISSION OF FISCAL YEAR 2009-10 USED OIL RECYCLING BLOCK GRANT APPLICATION TO THE CALIFORNIA INTEGRATED WASTE MANAGEMENT BOARD

WHEREAS, the people of the State of California have enacted the California Oil Recycling Enhancement Act that provides funds to cities and counties for establishing and maintaining local used oil collection programs that encourage recycling or appropriate disposal of used oil; and

WHEREAS, the California Integrated Waste Management Board has been delegated responsibility for administration of used oil collection/disposal programs and setting up procedures governing grant applications by cities and counties; and

WHEREAS, applicants are required to enter into an agreement with the State of California for implementation of used oil programs.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Montclair authorize submission of an application to the California Integrated Waste Management Board for a Fiscal Year 2009-10 Used Oil Recycling Block Grant.

BE IT FURTHER RESOLVED that Mayor Paul M. Eaton or his designee is hereby authorized and empowered to execute in the name of the City of Montclair all necessary applications, contracts, payment requests, agreements, and amendments hereto for the purposes of securing grant funds and to implement and carry out the purposes specified in the grant application.

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. 09-2809 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

USED OIL RECYCLING BLOCK GRANT PROGRAM – UBG15 (FY 2009/10)

Complete and submit all sections.

APPLICANT / ORGANIZATION INFORMATION	
APPLICANT NAME (MUST MATCH RESOLUTION): City of Montclair	REQUESTED GRANT AMOUNT: (ROUND AMOUNTS TO THE NEAREST WHOLE DOLLAR) \$5,223.00
PARTICIPATING JURISDICTIONS (FOR REGIONAL PROGRAMS ONLY):	
MAILING ADDRESS: 5111 Benito Street	
CITY: Montclair, CA	
COUNTY: San Bernardino	ZIP CODE: 91763
PRIMARY CONTACT NAME: Richard Beltran	SIGNATURE AUTHORITY NAME: (AS AUTHORIZED IN RESOLUTION) Paul M. Eaton
TITLE: Assistant Finance Director	TITLE: Mayor
TELEPHONE NUMBER: 909-625-9418	TELEPHONE NUMBER: 909-625-9401
FAX NUMBER: 909-621-1584	FAX NUMBER: 909-621-1584
E-MAIL ADDRESS: rbeltran@ci.montclair.ca.us	E-MAIL ADDRESS: sagajanian@ci.montclair.ca.us
AUTHORIZED DESIGNEE NAME: (IF APPLICABLE, AS AUTHORIZED IN LETTER OF DESIGNATION [LOD]) Richard Beltran	CONTRACTOR CONTACT NAME:
TITLE: Assistant Finance Director	TITLE:
TELEPHONE NUMBER: 909-625-9418	TELEPHONE NUMBER:
FAX NUMBER: 909-621-1584	FAX NUMBER:
E-MAIL ADDRESS: rbeltran@ci.montclair.ca.us	E-MAIL ADDRESS:
INDICATE WHICH TYPE OF ENTITY YOU ARE (CHECK ONLY ONE): <input checked="" type="checkbox"/> CITY <input type="checkbox"/> COUNTY <input type="checkbox"/> CITY & COUNTY <input type="checkbox"/> OTHER (LIST TYPE) _____	
LEGISLATIVE DISTRICT NUMBERS (TO FIND YOUR DISTRICT, USE MAILING ADDRESS ABOVE AND GO TO www.ciwmb.ca.gov/Profiles/Juris/) ASSEMBLY: SENATE:	FEDERAL TAX IDENTIFICATION NUMBER:

ADVANCE PAYMENT OPTION

For Grantees receiving \$20,000 or less, and multijurisdictional and regional grantees whose individual jurisdictions would have received \$20,000 or less had they applied individually – advance payment may be available at CIWMB Grant Manager discretion.

Check box



Request Advance Payment Option.

PERMITS & LETTERS OF AUTHORIZATION CERTIFICATION

Applicable permits and letters of authorization may be necessary to carry out collection activities funded by the Used Oil Recycling Block Grants. Your jurisdiction has or will obtain all the necessary permits for Used Oil Recycling Block Grant funded activities or those entities with which you contract for collection activities have the applicable permits. If requested, these documents must be made available for review.

Must check box



We acknowledge that our organization will obtain the necessary permits and letters of authorization to carry out collection activities.

ENVIRONMENTAL JUSTICE CERTIFICATION

CIWMB Grantees must in the performance of the Grant Agreement conduct their programs, policies, and activities that substantially affect human health or the environment in a manner that ensures the fair treatment of people of all races, cultures, and income levels, including minority populations and low-income populations of the State. (Govt. Code § 65040.12(e) and Public Resources Code § 71110(a))

Must check box



We acknowledge that our organization will comply with these principles of Environmental Justice.

RESOLUTION REQUIREMENT

Submit an approved Resolution, valid up to 5 years, with your application or the following acknowledgement

(If applicable, submit a current Letter of Designation (LOD) for signature designee)

Must check one

See Used Oil Recycling Block Grant Supplemental Information and Application Guidelines & Instructions for Resolution and Letter of Designation (LOD) information and examples.



We acknowledge that an approved Resolution and, if applicable, LOD designating additional signature authority is enclosed in the application.



We acknowledge that our approved Resolution must be received by the CIWMB no later than August 31, 2009. We further acknowledge that if our Resolution is received after this date, our application will be disqualified.

ACCEPTANCE OF GRANT PROVISIONS



By checking this box, Applicant acknowledges that submittal of this application constitutes acceptance of all Grant Agreement provisions as contained in the Terms and Conditions and Procedures and Requirements. To download these documents see:
www.ciwmb.ca.gov/UsedOil/Grants/Block/15thCycle/default.htm

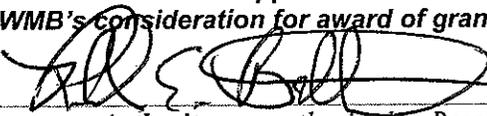
**ENVIRONMENTALLY PREFERABLE PURCHASES AND PRACTICES POLICY
ACKNOWLEDGEMENT**

Acknowledgement that your organization has an Environmentally Preferable Purchases & Practices Policy

Must check one	
<input type="checkbox"/>	Yes, our organization has an Environmentally Preferable Purchases and Practices Policy. Date adopted: _____
<input type="checkbox"/>	No, our organization does not have an Environmentally Preferable Purchases and Practices Policy.

APPLICATION CERTIFICATION

Certification: I declare, under penalty of perjury under the laws of the State of California, that I have read all information in the Application Guidelines and Instructions and that all information submitted for the CIWMB's consideration for award of grant funds is true and accurate to the best of my knowledge.

X		7/13/09 Date
Signature Authority - as authorized in Resolution; or Authorized Designee - as authorized in submitted Letter of Designation		
Richard Beltran		Asst. Finance Director
Print Name		Print Title

AGENDA REPORT

SUBJECT: RESPONSE TO CITY COUNCIL DISCUSSION
REGARDING MODIFICATIONS TO THE
REGULATION OF TEMPORARY PROMO-
TIONAL BANNERS

DATE: July 20, 2009

SECTION: RESPONSE

ITEM NO.: A

FILE I.D.: SIG180

BUSINESS

PLAN: N/A

DEPT.: COMMUNITY DEV.

REASON FOR CONSIDERATION: At the conclusion of the workshop before its regular meeting on July 6, 2009, the City Council directed staff to develop recommendations for modifications to the City's Sign Ordinance regarding the display of temporary promotional banners. The City Council's desire is to allow Montclair businesses increased opportunities to promote themselves during the current economic downturn.

BACKGROUND: During the "Public Comment" portion of the June 15 City Council meeting, Ms. Shannon Juarez, owner of Nutri-Body at 9885 Central Avenue, asked that Council consider increasing the amount of time that temporary promotional banners may be displayed. In response to this request, the City Council scheduled a workshop on July 6 to discuss options to assist local businesses.

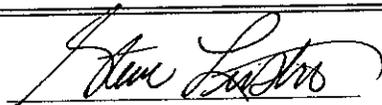
Subsequent to the June 15 City Council meeting, staff submitted a survey question to the League of California Cities' electronic ListServ asking the following:

For those jurisdictions that regulate the display of temporary, building-mounted promotional banners for businesses, are there any that have changed or relaxed standards solely because of the economy? If so, please indicate the original standards (such as maximum number of display days allowed annually, banner size, etc.) and what the relaxed standards allow. If your jurisdiction regulates banners but has not modified its standards, please indicate what your rules are regarding banner display.

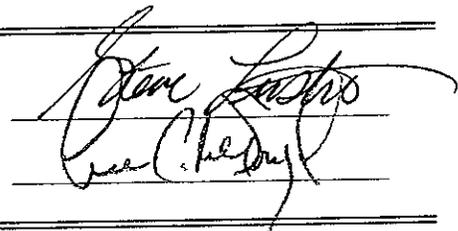
A total of 21 cities responded to staff's inquiry. Additionally, staff reviewed the temporary banner regulations of three nearby cities. In general, the survey revealed the following:

- Only one city (Rocklin) has relaxed its temporary banner standards in response to the economy, although Dublin and Pico Rivera are considering similar action.
- Montclair's 48-day maximum for the display of temporary banners is less than the average (69.5 days) for the cities surveyed.

Prepared by:



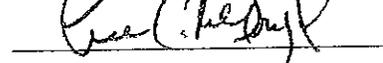
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Approved by:



Proofed by:



Presented by:



- ❑ The maximum allowed size for a banner in Montclair (50 square feet) is more generous than most of the surveyed cities.

Several Montclair business owners spoke during the July 6 workshop. The common belief is that business increases during the times that promotional banners are displayed. The following issues related to the display of temporary promotional banners were raised and/or discussed:

- ❑ Reduce the minimum required length of time between display periods (currently 30 days);
- ❑ Establish certain times of the year when banners can be displayed, such as around holidays;
- ❑ Ensure that banners are attached to the building in a professional manner;
- ❑ Consider allowing businesses to display banners one week per month; and
- ❑ Consider a one-time annual fee regardless of how many times a banner is displayed.

Additionally, there was some brief discussion about human signs and vehicle signs.

Staff believes that it is prudent and reasonable for City Council to establish a policy directive to temporarily relax certain standards related to the display of promotional banners during these challenging economic times. Based on input from Council and the public at the July 6 workshop and after consideration of the practicality and ease of implementation of the various ideas discussed, staff proposes the following policies be set related to the display of temporary promotional banners:

1. The maximum number of days that a promotional banner may be displayed shall be 90 days per calendar year. The banner may be displayed for 90 consecutive days or may be split into shorter increments, none of which shall be shorter than 10 days. (Businesses that have already used 48 days in 2009 will be entitled to an additional 42 days through December 31, 2009.)
2. The code provision for a 45-day grand opening banner for new businesses only shall remain unchanged.
3. Businesses shall be charged the temporary banner permit application fee (\$20) only at the time of the first application in a calendar year. If a business desires to split the maximum 90-day display period into shorter increments, subsequent permits shall be required, but they shall be a no-fee permit. (Businesses that have already obtained a temporary promotional banner permit in 2009 shall not be subject to paying the \$20 fee again through the end of 2009.)
4. Reduce the minimum required time between display periods during which a temporary promotional banner must be removed from 30 to 21 days. Staff considered a shorter minimum period but believes that many businesses would simply leave the banner displayed during this shorter

required "down" time. This would still allow a banner to be displayed a maximum of nine (9) times in a calendar year.

5. The code provisions allowing a maximum banner size of 50 square feet and requiring that banners be attached to a permanent building shall remain unchanged.
6. The policy directive regarding these modifications to the Sign Ordinance related to the display of temporary promotional banners shall sunset on June 30, 2011, at which time it would be reevaluated based on regional economic conditions and how well the modifications have worked in practice.

Two related issues were raised at the July 6 workshop that warrant a brief discussion. "human signs" and "vehicle or mobile signs" are prohibited by Section 11.72.120 of the Montclair Municipal Code. Staff strongly believes that "human signs," which include individuals who hold or twirl signs to promote a specific business, typically at busy intersections, are a potential distraction to motorists. Cities, including Montclair, commonly prohibit "animated signs" in their respective sign codes because of the very real possibility that they will divert the attention of drivers away from the road. Staff believes that "human signs" fall into the same category. "Vehicle or mobile signs" are defined as those that are affixed to vehicles in some manner. The typical violation of this code section in Montclair involves banners attached to vehicles or portable signs, such as A-boards, placed on vehicles or in truck beds. Staff strongly believes this practice detracts from the appearance of commercial areas; accordingly, staff believes that the prohibition of these types of signs should continue.

FISCAL IMPACT: The Council's adoption of the policies as outlined in the agenda report would likely result in a slight reduction in revenue to the General Fund as businesses would only be required to pay for the first temporary banner permit in the calendar year. Subsequent applications in the same calendar year would be a no-fee permit.

RECOMMENDATION: Staff recommends the City Council adopt the policies regarding modifications to the regulation of temporary promotional banners as proposed or as amended.

**MINUTES OF THE REGULAR MEETING OF
THE MONTCLAIR PUBLIC WORKS COMMITTEE
HELD ON THURSDAY, MAY 21, 2009, AT
2:00 P.M. IN THE CITY HALL CONFERENCE
ROOM, 5111 BENITO STREET, MONTCLAIR,
CALIFORNIA**

I. CALL TO ORDER

Mayor/Committee Member Eaton called the meeting to order at 2:00 p.m., noting Council Member Raft is substituting for Council Member/Committee Chair Paulitz.

II. ROLL CALL

Present: Mayor/Committee Member Eaton; Council Member Raft; Director of Redevelopment/Public Works Staats; Acting Police Chief Jones; City Engineer Hudson; Public Works Superintendent Orioli; Del Huntington, Kittelson & Associates, Inc.

Absent: Council Member/Committee Chair Paulitz (excused)

III. APPROVAL OF MINUTES

A. Minutes of Regular Public Works Committee of February 19, 2009

The Public Works Committee approved the minutes of the Public Works Committee meeting of February 19, 2009.

IV. PUBLIC COMMENT - None

V. TRAFFIC SAFETY/CIRCULATION ISSUES

A. Ontario-Montclair School District Issues

There was nothing new to report.

B. Red Light Camera Enforcement

I. Red Light Camera Violations and Citations

Acting Police Chief Jones reported that 193 violations occurred in March 2009, with a total of 140 citations issued. During April 2009, 132 violations occurred, with a total of 84 citations issued.

2. Discussion of Nestor Automated Red Light Enforcement Program

Acting Police Chief Jones reported that **Nestor Traffic Systems, Inc.**, is in the process of filing Chapter 11. The Committee requested that staff prepare an agenda report with a recommendation regarding the continued use of red light traffic enforcement for Council consideration at the June 15, 2009 regular joint meeting.

VI. DEVELOPMENT PROJECTS UPDATE

A. Proposed Cell Tower Site at Alma Hofman Park

City Engineer Hudson advised that a request has been received from **T-Mobile USA, Inc.**, proposing a cell tower for the north-east corner of the former Police Department parking lot. He noted the tower would be a monopine or palm tree to blend in with the area and that no leasing arrangements have been made.

Staff suggested the site could be leased for at least \$2,000 per month. The Committee had no objection to the use of the parking lot for this purpose. Staff expressed a preference for a monopine rather than palm tree. The Committee had no objection.

B. Proposed Equipment Changes to Cell Sites at Freedom Plaza Park

Staff informed the Committee that the cellular telephone carriers occupying the tower at Freedom Plaza Park would very soon be making equipment changes.

VII. MAINTENANCE ACTIVITIES UPDATE FOR MARCH, APRIL, AND MAY 2009

The Maintenance Projects Update for March, April, and May 2009 were included in the agenda for review.

VIII. DISCUSSION REGARDING EFFECTS OF LANDSCAPE FROM DECLARATION OF STAGE II WATER SUPPLY SHORTAGE BY MONTE VISTA WATER DISTRICT

Public Works Superintendent Orioli informed the Committee that Monte Vista Water District declared a Stage II Water Supply Shortage. Watering cycles at all parks and median islands have been reduced by 10 percent, which could cause some yellowing and drying in areas.

IX. DISCUSSION REGARDING REQUEST FOR STORM DRAIN FROM THIRD STREET TO MISSION BOULEVARD

City Engineer Hudson reported that a request was received from **Mr. Gerard Boisse**, who owns the property on the north side of Mission Boulevard near the former **Agitator Shop** site. He advised that **Mr. Boisse** is requesting the City install a storm drain from Third Street to Mission Boulevard and that he is willing to dedicate the easements required to install and maintain the storm drain.

Staff informed the Committee that **Mr. Boisse's** property has recurring drainage issues caused by stormwater runoff from Third Street to the north. The drainage flows illegally from the street onto private property, which is the historical flow direction. A storm drain that would intercept flow from Third Street and convey it to the Mission Boulevard drainage system could be installed using Gas Tax funds.

X. DISCUSSION REGARDING REQUEST FOR CENTRAL AVENUE MEDIAN CUT FOR COSTCO WHOLESALE, INC.

Mr. Del Huntington, Kittelson and Associates, Inc., gave a short presentation on a **Costco Wholesale, Inc.**, request for a median cut on Central Avenue for a second left-turn access into the site to improve traffic circulation. Committee members agreed that they would like to review a complete analysis before making a decision on the proposal and stated that a median break would be acceptable if it would improve traffic. They also were made aware that five trees would need to be removed for the median break.

XI. CAPITAL PROJECTS UPDATE

A. Mission Boulevard Improvement Project

City Engineer Hudson reported that Phases 5 and 6 of the Mission Boulevard Improvements were near completion. Once a walk-through is completed and the project is accepted, a 90-day landscape-maintenance period would begin.

Phase 7 design work has been completed. This phase of work extends the improvements constructed several years earlier. The design plans for Phases 8 and 9 have been accelerated. Phase 8 improvements extend east from Central Avenue to Benson Avenue. Phase 9 extends west from Pipeline Avenue to San Antonio Creek. Staff expects that SANBAG may make some funding available that the City could apply to the Mission Boulevard Corridor Project.

B. Ramona Avenue Grade Separation Project

Staff reported that this project is going well. There were no new issues discussed at the most recent construction meeting.

C. Monte Vista Avenue Grade Separation Project

City Engineer Hudson reported that the City had recently had a settlement conference on the Ealy property acquisition, and that a tentative settlement had been reached, pending City Council approval.

D. Youth/Senior Center Projects

Staff reported that the Youth Center Project is under construction and is expected to be completed before the Thanksgiving holiday in November. The Senior Center Project would likely be advertised in June.

E. Amherst Avenue Apartment Renovation Project

This project is located north of Holt Boulevard south of Kingsley Street. It has an expected completion date of July 1, 2009. Construction is going well.

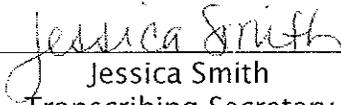
F. Montera Elementary School Soccer Field

The Ontario-Montclair School District recently received the Division State Architect's approval on its temporary facilities, which were occupied about four or five years ago. With that approval, the City's soccer field plans could now be approved. To date, funds for this project are still available through the State of California. Staff is moving forward toward completion of this project.

XII. ADJOURNMENT

At 2:47 p.m., Mayor/Committee Member Eaton adjourned the Public Works Committee.

Submitted for Public Works Committee approval,



Jessica Smith
Transcribing Secretary

**MINUTES OF THE MEETING OF THE MONTCLAIR
PERSONNEL COMMITTEE HELD ON MONDAY,
JULY 6, 2009, AT 8:45 P.M. IN THE CITY
ADMINISTRATIVE OFFICES, 5111 BENITO STREET,
MONTCLAIR, CALIFORNIA**

I. CALL TO ORDER

Mayor Eaton called the meeting to order at 8:45 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 15, 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 15, 2009.

IV. PUBLIC COMMENT - None

V. CLOSED SESSION

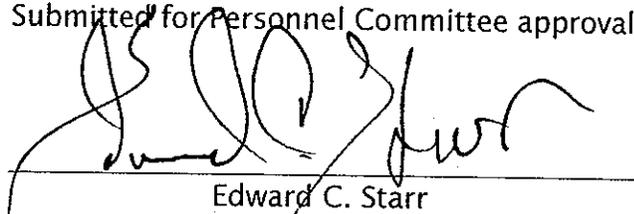
At 8:46 p.m., the Personnel Committee went into Closed Session
regarding personnel matters related to appointments, resignations/
terminations, and evaluations of employee performance.

At 9:13 p.m., the Personnel Committee returned from Closed Session.
Mayor Eaton stated that no announcements would be made at this time.

VI. ADJOURNMENT

At 9:13 p.m., Mayor Eaton adjourned the Personnel Committee.

Submitted for Personnel Committee approval,



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