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

February 16, 2010

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. Introduction of New Employee and Promotees

VI. **PUBLIC COMMENT**

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

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

VII. **PUBLIC HEARINGS**

A. Second Reading - Consider Adoption of Ordinance No. 10-912 Adding Chapter 1.16 to the Montclair Municipal Code Regarding Claims Against the City [CC] 5

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VIII. CONSENT CALENDAR

A. Approval of Minutes

1. Minutes of Regular Joint Council/Agency/MHC Meeting of February 1, 2010

B. Administrative Reports

1. Consider Receiving and Filing of Treasurer's Report [CC] 10

2. Consider Approval of Warrant Register and Payroll Documentation [CC] 11

3. Consider Receiving and Filing of Treasurer's Report [RDA] 12

4. Consider Approval of Warrant Register [RDA] 13

5. Consider Receiving and Filing of Treasurer's Report [MHC] 14

6. Consider Approval of Warrant Register [MHC] 15

7. Consider Setting a Public Hearing to Consider Tentative Parcel Map No. 19246 to Subdivide a 2.57-Acre Site into Three Parcels at 5436-5440 Arrow Highway [CC] 16

8. Consider Approval of Lot Line Adjustment No. 2010-1 Affecting Two Parcels Located on the West Side of Benson Avenue Between Moreno Street and Arrow Highway and Authorize the Lot Line Adjustment be Recorded with the San Bernardino County Recorder [CC] 18

9. Consider Acceptance of Quitclaim Deed from the City of Chino Hills to the City of Montclair for a Sewer System and Associated Easement for an Area Known as Peachwood Estates [CC] 23

10. Consider Appropriation of $30,000 from the Park Development Fund for Additional Construction at Montera Elementary School for the Montera Soccer Park Project [CC] 27

11. Consider Redevelopment Agency Board of Directors' Authorization to Advertise for Bid Proposals for Construction of the 9916 Central Avenue Improvement Project Phase 2 [RDA] 29

C. Agreements

1. Consider Approval of Agreement No. 10-11 with the City of Upland Police Department for Use of the Montclair Police Department Weapons Firing Range [CC] 30

2. Consider Redevelopment Agency Board of Directors' Award of Contract to Vizion's West, Inc., in the Amount of $7,980 [RDA]

(continued on next page)

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Consider Approval of Agreement No 10-12 with Vizion's West, Inc., for the 4113 Kingsley Street Demolition Project [RDA]

Consider Authorization of a $1,200 Construction Contingency [RDA] 37

3. Consider Approval of Agreement No. 10-13 Terminating Lease Agreement No. 05-15 by and Between the City of Montclair Redevelopment Agency and Ontario Nissan, Inc., Regarding Freedom Plaza Park [RDA] 44

4. Consider Approval of Agreement No. 10-14, the Second Amendment to Agreement No. 96-28, a Lease Agreement by and Between the City of Montclair Redevelopment Agency and Ontario Nissan, Inc., Regarding Property Located at 4960 Palo Verde Street [RDA] 46

5. Consider Approval of Agreement No. 10-15, the Third Amendment to Agreement No. 05-143, a Lease Agreement by and Between the City of Montclair Redevelopment Agency and Ontario Nissan, Inc., Regarding Property Located at 8752 Monte Vista Avenue [RDA] 48

D. Resolutions

1. Consider Adoption of Resolution No. 10-2825 Authorizing Destruction of Certain Police Department Records Pursuant to the Montclair Police Department Policy for the Retention and Destruction of Records [CC] 50

2. Consider Adoption of Resolution No. 10-2828 Approving an Application for Statewide Park Program Grant Funds [CC] 56

3. Consider Adoption of Resolution No. 10-2829 Modifying the City's Measure I Six-Year Capital Improvement Program [CC] 59

IX. PULLED CONSENT CALENDAR ITEMS

X. RESPONSE - None

XI. COMMUNICATIONS

A. City Attorney/Agency Counsel

B. City Manager/Executive Director

C. Mayor/Chairman

D. Council/Agency Board

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

1. Minutes of the Personnel Committee Meeting of February 1, 2010 64

XII. COUNCIL/AGENCY WORKSHOP

A. Update on Senior Center

(Council/Agency may consider continuing this item to an adjourned joint meeting on Monday, March 1, 2010, at 5:45 p.m. in the City Council Chambers).

XIII. 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, March 1, 2010, 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 February 11, 2010.

AGENDA REPORT

SUBJECT:	CONSIDER ADOPTION OF ORDINANCE NO. 10-912 ADDING CHAPTER 1.16 TO THE MONTCLAIR MUNICIPAL CODE REGARDING CLAIMS AGAINST THE CITY SECOND READING	**DATE:**	February 16, 2010
		SECTION:	PUBLIC HEARINGS
		ITEM NO.:	
		FILE I.D.:	LIT025
BUSINESS PLAN:	N/A	**DEPT.:**	ADMIN. SVCS.

REASON FOR CONSIDERATION: The City Council is requested to consider adoption of Ordinance No. 10-912 adding Chapter 1.16 to the Montclair Municipal Code establishing procedures for presentation of claims against the City for money or damages that are not otherwise governed by the Government Claims Act, California Government Code Section 900, *et seq.*, or other state law.

BACKGROUND: The Government Claims Act, California Government Code Section 900 *et seq.*, establishes the general rule that public entities must be given notice of claims for money or damages. Claim presentation requirements facilitate prompt investigation and possible early settlement of claims. Early notice of claims also allows the City to make suitable budgetary adjustments and provides opportunities to take corrective measures to avoid reoccurrence and future liability.

California Government Code Section 905 lists several exceptions to the generally mandated claim requirements. However, under provisions of California Government Code Section 935, claims that are excepted under Section 905 are subject to the claim requirements and procedures that are established by ordinances adopted by local public entities, provided local claims requirements are similar to, and no more restrictive than, those established by the Government Claims Act (California Government Code Section 900 *et seq.*).

It is in the best interests of the City of Montclair to establish and codify clearly defined claim requirements and procedures for presentation of all claims against the City for money or damages. Proposed Ordinance No. 10-912 establishes policies and procedures for the presentation of claims. Specifically, the Ordinance requires the following:

1. All claims against the City for money or damages shall be presented within the time and in the manner prescribed by Part 3 of Division 3.7 of Title 1 of the California Government Code.

2. All claims shall be made in writing and verified.

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

3. No claim may be filed on behalf of a class of persons unless verified by every member of that class.

4. All claims shall be responsive to California Government Code Section 910.

5. All claims shall be presented and acted upon as required by California Government Code Sections 935(b), 945.4, and 945.6.

6. Any action brought against the City upon any claim or demand shall conform to requirements of California Government Code Sections 940-949.

In addition to establishing policies and procedures for presentation of claims, including claims in connection with filing a Notice of Lien or Stop Notice and claims by the state or other local public entities, adoption of Ordinance No. 10-912 would reduce the City's exposure to certain claims including class actions.

FISCAL IMPACT: There is no existing data from which to provide an estimate of the fiscal impact related to adoption of a claims process and any correlating reduction in liabilities. However, adopting specific requirements and procedures for all claims would limit the City's liability to one year from the date of accrual of a claim and could potentially reduce liabilities related to claims.

RECOMMENDATION: Staff recommends the City Council adopt Ordinance No. 10-912 adding Chapter 1.16 to the Montclair Municipal Code regarding claims against the City.

ORDINANCE NO. 10-912

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MONTCLAIR ADDING CHAPTER 1.16 TO THE MONTCLAIR MUNICIPAL CODE REGARDING CLAIMS AND DEMANDS AGAINST THE CITY

WHEREAS, early notice of claims against the City facilitates prompt investigation and possible early settlement of claims, allows the City to make reasonable and necessary fiscal adjustments, and provides opportunities to take corrective action to avoid repeat occurrences and future liability; and

WHEREAS, the City Council desires to establish and codify requirements for all claims for money or damages against the City not otherwise governed by the Government Claims Act, California Government Code Sections 900 *et seq.*; and

WHEREAS, such locally adopted claim requirements and procedures are authorized and enforceable pursuant to Government Code Section 935.

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

SECTION I. Chapter 1.16 (Claims) of the Montclair Municipal Code is hereby added to read as follows:

Chapter 1.16 Claims.

A. Authority. This Ordinance is enacted pursuant to Section 935 of the California Government Code.

B. Claims Presentation Procedures. All claims and demands against the City for money or damages not otherwise governed by the Government Tort Claims Act, California Government Code Section 900 *et seq.* or other state law (hereinafter "claims") shall be presented within the timeframe and in the manner prescribed by Part 3 of Division 3.6 of Title 1 of the California Government Code (commencing with Section 900 thereof), as those provisions now exist or shall hereafter be amended from time to time, and as further provided in this Chapter.

C. Form of Claim. All claims shall be made in writing and filed with the City Clerk or designee. All claims shall be verified by the claimant or by his/her guardian, conservator, executor, or administrator. No claim may be filed on behalf of a class of persons unless verified by every member of that class as required by this section. In addition, all claims shall contain the information required by California Government Code Section 910 *et seq.* The City may provide a claim form pursuant to Government Code Section 910.4 specifying the information to be contained in any claim against the City.

D. Audit. All claims shall be audited by the City Clerk or designee for compliance with this Chapter and submitted as required for approval or rejection as provided for in California Government Code Section 37202.

E. Claim Prerequisite to Suit. In accordance with California Government Code Sections 935(b), 945.4, and 945.6, all claims shall be presented as provided in this Chapter and acted upon by the City prior to the filing of any action on such claims; and no such action may be maintained by a person who has not complied with the requirements of this chapter.

F. Suit. Any legal action brought against the City upon any claim or demand shall conform to the requirements of Government Code Sections 940-949. Any action brought against any employee of the City shall conform to the requirements of California Government Code Sections 950-951.

SECTION II. Severability.

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

SECTION III. Effective Date; Transitional Clause.

This Ordinance shall be in full force and effect thirty (30) days after passage as provided by Government Code Section 36937, and its provisions shall be applicable to any claims subject to the provisions of this Chapter not otherwise time barred. If application of time periods established by this Chapter would extinguish an existing claim that is not otherwise time barred, then such claim shall be deemed to have been presented in compliance with this Chapter subject to the sooner of:

A. The date any applicable claims period would have expired; or

B. Six (6) months after the accrual of the cause of action for claims described in the first sentence of Government Code Section 911.2 or one (1) year after the accrual of the cause of action for claims described in the second sentence of that section. Nothing in this Chapter shall be construed to extend the time for the presentation of any claim, which time was established by statute, Ordinance, or other law in effect prior to the adoption of this Ordinance.

SECTION IV. Posting.

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

APPROVED AND ADOPTED this XX day of XX, 2010.

_____
Mayor

ATTEST:

_____
City Clerk

I, Donna M. Jackson, City Clerk of the City of Montclair, DO HEREBY CERTIFY that the foregoing is a true and correct copy of Ordinance No. 10-912 of said City, which was introduced at a regular meeting of the City Council held on the XX of XX, 2010, and finally passed not less than five (5) days thereafter on the XX day of XX, 2010, by the following vote, to-wit:

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

_____
Donna M. Jackson
City Clerk

AGENDA REPORT

SUBJECT:	CONSIDER RECEIVING AND FILING OF TREASURER'S REPORT	**DATE:**	February 16, 2010
		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 January 31, 2010.

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 January 31, 2010.

Prepared by: _____ Reviewed and Approved by: _____

Proofed by: Kathy Dalton Presented by: _____

AGENDA REPORT

SUBJECT:	CONSIDER APPROVAL OF WARRANT REGISTER AND PAYROLL DOCUMENTATION	**DATE:**	February 16, 2010
		SECTION:	ADMIN. REPORTS
		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 February 16, 2010, and Payroll Documentation dated January 3, 2010, finds them to be in order and recommends their approval.

FISCAL IMPACT: The Warrant Register dated February 16, 2010, totals $2,164,891.82. The Payroll Documentation dated January 3, 2010, totals $743,333.84, with $510,753.23 being the total cash disbursement.

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

Prepared by:	Donna M Jackson	Reviewed and Approved by:	
Proofed by:	Janet Kulbeck	Presented by:	

AGENDA REPORT

SUBJECT:	CONSIDER RECEIVING AND FILING OF TREASURER'S REPORT	**DATE:**	February 16, 2010
		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 January 31, 2010.

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 January 31, 2010.

Prepared by: _____ Reviewed and Approved by: _____

Proofed by: Kathy Dalton Presented by: _____

AGENDA REPORT

SUBJECT:	CONSIDER APPROVAL OF WARRANT REGISTER	**DATE:**	February 16, 2010
		SECTION:	ADMIN. REPORTS
		ITEM NO.:	4
		FILE I.D.:	FIN530
BUSINESS PLAN:	N/A	**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 01/01/10 - 01/31/10 in the amounts of $3,099.79 for Project I; $413.73 for Project II; $1,062,929.21 for Project III; $27,703.00 for Project IV; $63,235.08 for Project V; and $77,000.85 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 January 31, 2010.

Prepared by: _____

Proofed by: Kathy Dalton

Reviewed and Approved by: _____

Presented by: _____

AGENDA REPORT

SUBJECT:	CONSIDER RECEIVING AND FILING OF TREASURER'S REPORT	**DATE:**	February 16, 2010
		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 January 31, 2010.

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 January 31, 2010.

Prepared by: _____ Reviewed and Approved by: _____

Proofed by: _____ Presented by: _____

AGENDA REPORT

SUBJECT:	CONSIDER APPROVAL OF WARRANT REGISTER	**DATE:**	February 16, 2010
		SECTION:	ADMIN. REPORTS
		ITEM NO.:	6
		FILE I.D.:	FIN545
BUSINESS PLAN:	N/A	**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 01/01/10 - 01/31/10 in the amount of $46,218.36 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 January 31, 2010.

Prepared by: _____ Reviewed and Approved by: _____

Proofed by: Kathy Dalton Presented by: _____

AGENDA REPORT

SUBJECT:	CONSIDER SETTING A PUBLIC HEARING TO CONSIDER TENTATIVE PARCEL MAP NO. 19246 TO SUBDIVIDE A 2.57-ACRE SITE INTO THREE PARCELS AT 5436-5440 ARROW HIGHWAY	**DATE:**	February 16, 2010
		SECTION:	ADMIN. REPORTS
		ITEM NO.:	7
		FILE I.D.:	LDU600
BUSINESS PLAN:	N/A	**DEPT.:**	COMMUNITY DEV.

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

BACKGROUND: Tentative Parcel Map No. 19246, which has been recommended for City Council consideration by the Planning Commission, was initiated by the Borgia/ Maestri Partnership in connection with its desire to subdivide a 2.57-acre parcel into two numbered parcels drawn around the footprint of each building and a lettered Lot "A" for the common areas (parking lot, drive aisles, walkway, and landscape areas, etc.). The subject property is developed with an "L-shaped" multitenant commercial building at the front of the site and a warehouse building and fenced parking lot in the rear that was formerly occupied by Sears Service Center. No new construction or alterations to the existing improvements are being proposed with this parcel map request.

In early 2008, ownership of the property changed; and the new owners have decided to subdivide the property for the purpose of selling each of the proposed parcels to the respective business owners.

The Planning Commission conducted a public hearing on the applicant's request at its regular meeting of February 8, 2010. Other than the project civil engineer, no members of the public addressed the Commission during the public hearing.

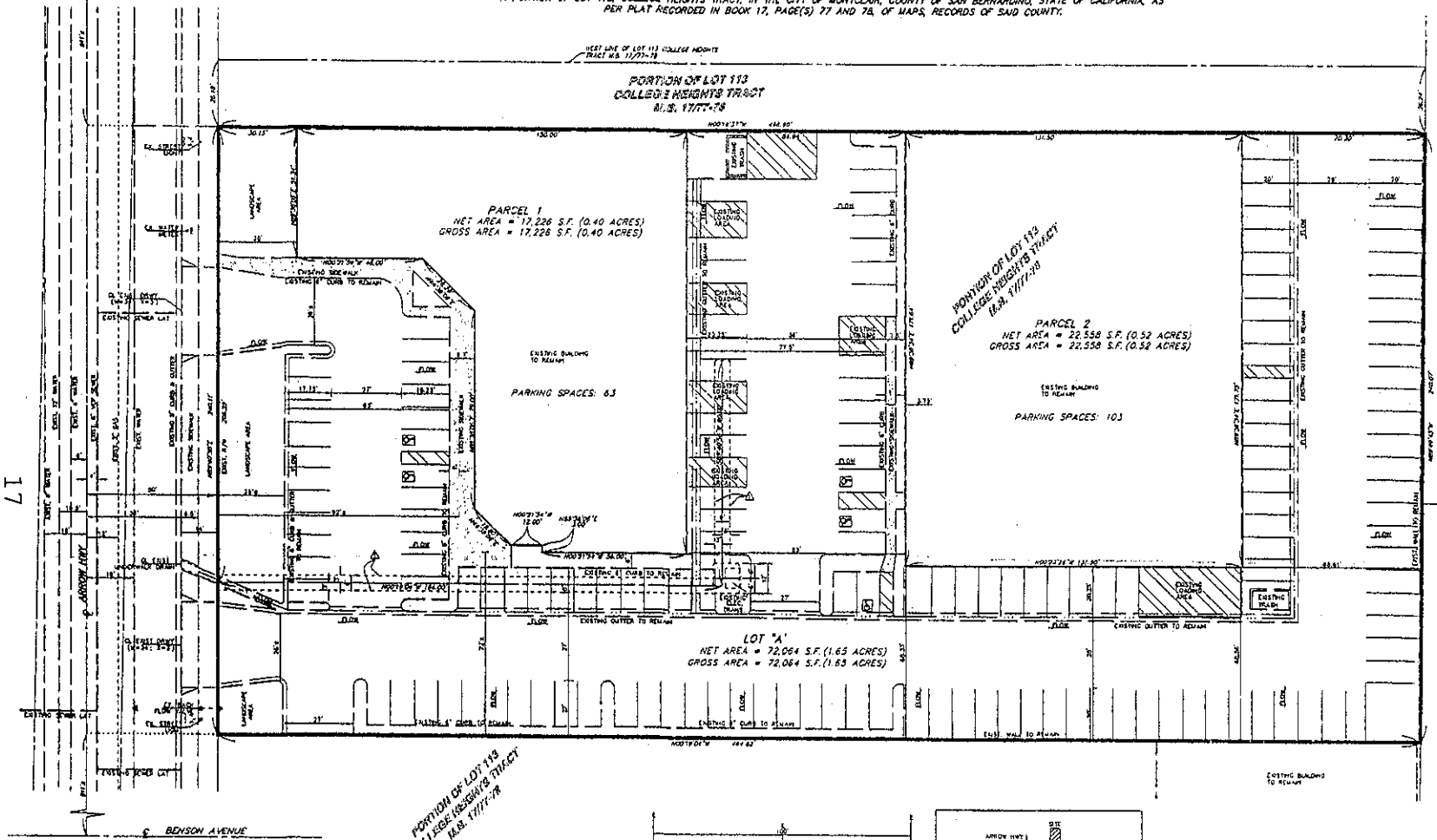
FISCAL IMPACT: There would be no fiscal impact at this time associated with the Council's approval of Tentative Parcel Map No. 19246.

RECOMMENDATION: Staff recommends the City Council set a public hearing for Monday, March 1, 2010, at 7:00 p.m. in the City Council Chambers to consider Tentative Parcel Map No. 19246 to subdivide a 2.57-acre site into three separate parcels at 5436-5440 Arrow Highway.

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

TENTATIVE PARCEL MAP NO. 19246

A PORTION OF LOT 113, COLLEGE HEIGHTS TRACT, IN THE CITY OF MONTCLAIR, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, AS PER PLAT RECORDED IN BOOK 17, PAGE(S) 77 AND 78, OF MAPS, RECORDS OF SAID COUNTY.



ASSESSOR PARCEL NUMBERS:

1007-861-05-0-000

PROPERTY INFORMATION:

GROSS ACREAGE:	3.37 ACRES
EXISTING ZONING:	MP-MANUFACTURING INDUSTRIAL
PROPOSED ZONING:	MP-MANUFACTURING INDUSTRIAL
EXISTING LAND USE:	INDUSTRIAL
PROPOSED LAND USE:	INDUSTRIAL
GENERAL PLAN:	INDUSTRIAL PARK
PROPOSED LETTERED LOT:	1 LOT
PROPOSED NUMBERED PARCEL:	2 PARCELS

UTILITY AGENCIES:

WATER:	MONTE VISTA WATER DISTRICT (909) 624-0035
SEWER:	CITY OF MONTCLAIR (909) 625-9444
ELECTRIC:	SOUTHERN CALIFORNIA EDISON (800) 409-2385
TELEPHONE:	VERIZON (800) 483-4000
GAS:	SOUTHERN CALIFORNIA GAS (800) 427-2200
CABLE:	TIME WARNER CABLE (888) 892-2253
TRASH:	BURRTEC WASTE INDUSTRIES INC. (909) 628-1252

NOTE:

1. THE PROJECT SITE IS COMPLETELY DEVELOPED.
2. LOT "A" WILL BE USED FOR MUTUAL ACCESS, DRAINAGE, UTILITY AND PARKING PURPOSES FOR THE BENEFIT OF PARCELS 1 & 2.

LEGAL DESCRIPTION:

ALL THAT CERTAIN REAL PROPERTY SITUATED IN THE COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

LOT 113, COLLEGE HEIGHTS TRACT, IN THE CITY OF MONTCLAIR, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, AS PER PLAT RECORDED IN BOOK 17, PAGE(S) 77 AND 78, OF MAPS, RECORDS OF SAID COUNTY.

EXCEPT THE EAST 150 FEET THEREOF.

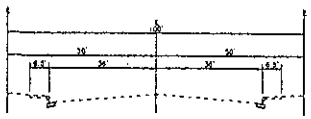
ALSO EXCEPT THE FOLLOWING DESCRIBED PORTION OF SAID LOT 113:

BEGINNING AT THE SOUTHWEST CORNER OF SAID LOT;
THENCE EAST ALONG THE SOUTH LINE OF SAID LOT, A DISTANCE OF 38.26 FEET;
THENCE NORTH 199.46 FEET, MORE OR LESS, TO A POINT ON THE NORTH LINE OF SAID LOT, A DISTANCE OF 28.24 FEET EAST OF THE NORTHWEST CORNER OF SAID LOT;
THENCE WEST ALONG THE NORTHERLY LINE OF SAID LOT, 28.24 FEET TO THE NORTHWEST CORNER OF SAID LOT;
THENCE SOUTH ALONG THE WEST LINE OF SAID LOT TO THE POINT OF BEGINNING.

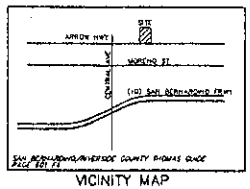
APN: 1007-601-08-0-000

EASEMENT NOTE:

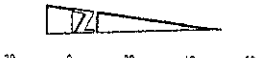
⚠ EASEMENT IN FAVOR OF SOUTHERN CALIFORNIA EDISON COMPANY, A CORPORATION FOR PUBLIC UTILITY PURPOSES, RECORDED ON JUNE 6, 1967 AS INSTRUMENT NO 87-108188 OF OFFICIAL RECORDS OF SAN BERNARDINO COUNTY, STATE OF CALIFORNIA.



TYPICAL STREET SECTION
ARROW HIGHWAY
(EXISTING IMPROVEMENTS)



VICINITY MAP



Scale 1" = 20'

LAND DEVELOPMENT DESIGN CORPORATION
2313 E. Philadelphia St., Ste. F
Ontario, CA 91761
(909) 930-1466 FAX (909) 930-1468
PLANNING · CIVIL · SURVEYING

BENCHMARK: 264-80

ARROW HIGHWAY & CENTRAL AVENUE

PK & LEAD IN CURB AT N.E.C. NORTHEAST CORNER CENTRAL AVENUE & ARROW HIGHWAY

ELEVATION: 1168.86

REVISIONS:

PREPARED UNDER THE SUPERVISION OF:
JOHNS C. HUNTSWORTH
R.C.E. 31633 LIC. EXP. 12/31/10 DATE
APPROVED BY: DATE

TENTATIVE PARCEL MAP 19246

PREPARED FOR:
SERGIO ULLOA FONTECILLA
33 CONSTELLATION WAY
COTO DE CAZA, CA 92679
(949) 713-8301

SITE LOCATION:
5487 WEST ARROW HWY
MONTCLAIR, CALIFORNIA

DATE:	12/15/09
DRAWN BY:	MAP
DESIGNED BY:	K.M.
CHECKED BY:	K.M.
JOB NO.	4718
SCALE	1" = 20'
SHEET	1 OF 1 SHEETS

AGENDA REPORT

SUBJECT:	CONSIDER APPROVAL OF LOT LINE ADJUSTMENT NO. 2010-1 AFFECTING TWO PARCELS LOCATED ON THE WEST SIDE OF BENSON AVENUE BETWEEN MORENO STREET AND ARROW HIGHWAY AND AUTHORIZE THE LOT LINE ADJUSTMENT BE RECORDED WITH THE SAN BERNARDINO COUNTY RECORDER	**DATE:**	February 16, 2010
		SECTION:	ADMIN. REPORTS
		ITEM NO.:	8
		FILE I.D.:	LDU155
BUSINESS PLAN:	N/A	**DEPT.:**	PUBLIC WORKS

REASON FOR CONSIDERATION: Lot line adjustments or boundary modifications are permitted under both the Subdivision Map Act and the Montclair Municipal Code, subject to approval of the City Council.

BACKGROUND: The owner of two parcels located at 9040 and 9074 Benson Avenue on the west side of Benson Avenue between Moreno Street and Arrow Highway has requested a realignment of a parcel boundary between the two parcels. The purpose of the lot line adjustment is to allow windows to be cut into the south face of an existing building. The lot line separating the two parcels is currently located at the south face of the existing building. For this type of construction and zoning, the Municipal Code requires the building be located no closer than 15 feet from any door or window.

The property owner, United Methodist Credit Union, has informed the City that it would ultimately like to expand the parking at the existing building. Its more immediate concern, however, is to complete the necessary tenant improvements that would allow them to move into the building. Existing parking is adequate for the size of the building, but the desired parking lot expansion would require the development and approval of a Water Quality Management Plan and a grading plan. The property owner would pursue these requirements after they have moved into the building.

No new parcels are being created with this lot line adjustment. Staff has reviewed the proposed realignments as shown on Exhibits A and B of the lot line adjustment application and has no objection to the proposed lot line adjustment.

FISCAL IMPACT: There is no fiscal impact to the City for the changes being proposed.

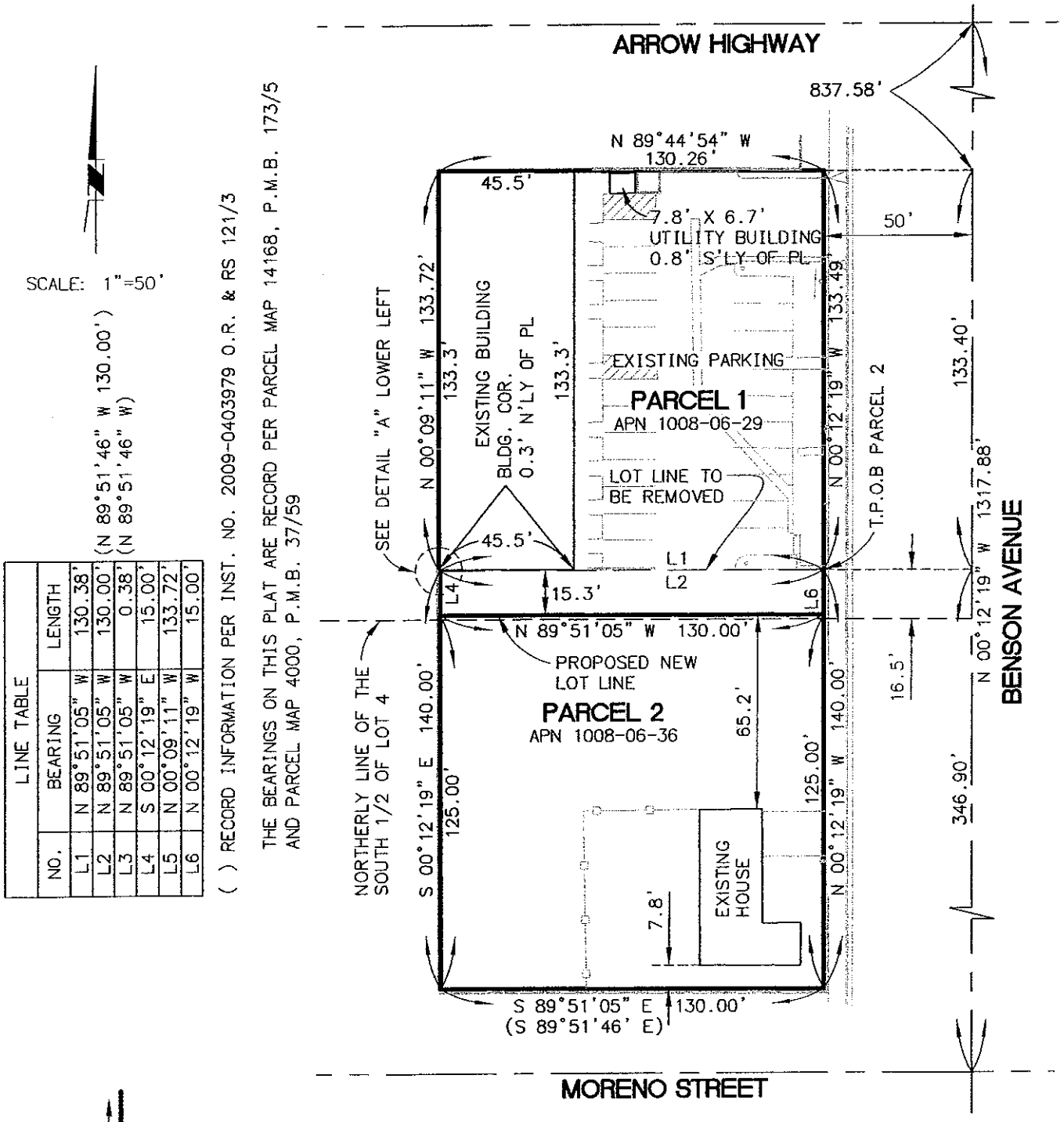
RECOMMENDATION: Staff recommends the City Council take the following actions:

1. Approve Lot Line Adjustment No. 2010-1 affecting two parcels located on the west side of Benson Avenue between Moreno Street and Arrow Highway.

2. Authorize the lot line adjustment be recorded with the San Bernardino County Recorder.

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

EXHIBIT A
LOT LINE ADJUSTMENT



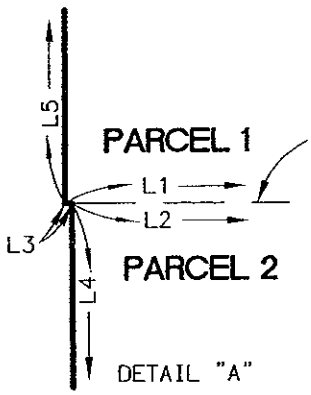
SCALE: 1"=50'

(N 89°51'46" W 130.00')
(N 89°51'46" W)

THE BEARINGS ON THIS PLAT ARE RECORD PER PARCEL MAP 14168, P.M.B. 173/5 AND PARCEL MAP 4000, P.M.B. 37/59

( ) RECORD INFORMATION PER INST. NO. 2009-0403979 O.R. & RS 121/3

LINE TABLE		
NO.	BEARING	LENGTH
L1	N 89°51'05" W	130.38'
L2	N 89°51'05" W	130.00'
L3	N 89°51'05" W	0.38'
L4	S 00°12'19" E	15.00'
L5	N 00°09'11" W	133.72'
L6	N 00°12'19" W	15.00'



PREPARED UNDER THE SUPERVISION OF:

STEVEN R. DAWSON, PLS

1/26/10
DATE

LICENSED LAND SURVEYOR
STEVEN R. DAWSON
No. 7754
Exp. 12-31-11
STATE OF CALIFORNIA

EXHIBIT B

PARCEL 1: - EXISTING LEGAL DESCRIPTION

PARCEL NO. 1 OF PARCEL MAP NO. 14168, IN THE CITY OF MONTCLAIR, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, AS RECORDED IN PARCEL MAP BOOK 173, PAGE 5, RECORDS OF SAN BERNARDINO COUNTY, STATE OF CALIFORNIA.

CONTAINING: 17,411 SQUARE FEET MORE OR LESS

PARCEL 2: - EXISTING LEGAL DESCRIPTION

THAT PORTION OF LOT 4 OF SYCAMORE WATER DEVELOPMENT COMPANY ADDITION TO ONTARIO, IN THE CITY OF MONTCLAIR, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 11, PAGE 24 OF MAPS IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF THE SOUTH 1/2 OF SAID LOT 4;
THENCE NORTH 00° 12' 19" WEST, ALONG THE EAST LINE OF SAID LOT 4, 16.50 FEET;
THENCE NORTH 89° 51' 46" WEST, ALONG A LINE PARALLEL WITH THE SAID NORTH LINE OF THE SOUTH 1/2 OF SAID LOT 4, 50.00 FEET TO THE WEST RIGHT-OF-WAY LINE OF BENSON AVENUE SAID POINT BEING THE TRUE POINT OF BEGINNING;
THENCE CONTINUING WESTERLY ALONG SAME LINE NORTH 89° 51' 46" WEST, 130.00 FEET;
THENCE SOUTH 00° 12' 19" EAST PARALLEL WITH THE EAST LINE OF SAID LOT 4, 140.00 FEET;
THENCE SOUTH 89° 51' 46" EAST, 130.00 FEET TO THE WESTERLY RIGHT-OF-WAY LINE OF BENSON AVENUE;
THENCE NORTH 00° 12' 19" WEST ALONG SAID RIGHT-OF-WAY LINE, 140.00 FEET TO THE TRUE POINT OF BEGINNING.

CONTAINING: 18,200 SQUARE FEET MORE OR LESS

DESCRIPTION PREPARED WAS PREPARED BY ME OR UNDER MY DIRECTION.

STEVEN R. DAWSON, PLS
LICENSE NO. LS 7754
EXP. DATE 12/31/11

1/26/10
DATE:

EXHIBIT B

PARCEL 1: - NEW LEGAL DESCRIPTION

PARCEL NO. 1 OF PARCEL MAP NO. 14168, IN THE CITY OF MONTCLAIR, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, AS RECORDED IN PARCEL MAP BOOK 173, PAGE 5, RECORDS OF SAN BERNARDINO COUNTY, STATE OF CALIFORNIA.

TOGETHER WITH THE NORTHERLY 15.00 FEET OF THAT PORTION OF LOT 4 OF SYCAMORE WATER DEVELOPMENT COMPANY ADDITION TO ONTARIO, IN THE CITY OF MONTCLAIR, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 11, PAGE 24 OF MAPS IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF THE SOUTH 1/2 OF SAID LOT 4;
THENCE NORTH 00° 12' 19" WEST, ALONG THE EAST LINE OF SAID LOT 4, 16.50 FEET;
THENCE NORTH 89° 51' 05" WEST (NORTH 89° 51' 46" WEST), ALONG A LINE PARALLEL WITH THE SAID NORTH LINE OF THE SOUTH 1/2 OF SAID LOT 4, 50.00 FEET TO THE WEST RIGHT-OF-WAY LINE OF BENSON AVENUE SAID POINT BEING THE TRUE POINT OF BEGINNING;
THENCE CONTINUING WESTERLY ALONG SAME LINE NORTH 89° 51' 05" WEST (NORTH 89° 51' 46" WEST), 130.00 FEET;
THENCE SOUTH 00°12'19" EAST PARALLEL WITH THE EAST LINE OF SAID LOT 4, 140.00 FEET;
THENCE SOUTH 89° 51' 05" EAST (SOUTH 89° 51' 46" EAST), 130.00 FEET TO THE WESTERLY RIGHT-OF-WAY LINE OF BENSON AVENUE;
THENCE NORTH 00° 12' 19" WEST ALONG SAID RIGHT-OF-WAY LINE, 140.00 FEET TO THE TRUE POINT OF BEGINNING.

CONTAINING: 19,361 SQUARE FEET MORE OR LESS

( ) INDICATES RECORD INFORMATION PER INSTRUMENT NO. 2009-0403979 O.R. AND RECORD OF SURVEY, RS 121, PAGE 3

DESCRIPTION PREPARED WAS PREPARED BY ME OR UNDER MY DIRECTION.

STEVEN R. DAWSON, PLS
LICENSE NO. LS 7754
EXP. DATE 12/31/11

DATE: 1/26/10

EXHIBIT B

PARCEL 2: - NEW LEGAL DESCRIPTION

THAT PORTION OF LOT 4 OF SYCAMORE WATER DEVELOPMENT COMPANY ADDITION TO ONTARIO, IN THE CITY OF MONTCLAIR, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 11, PAGE 24 OF MAPS IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF THE SOUTH 1/2 OF SAID LOT 4;
THENCE NORTH 00° 12' 19" WEST, ALONG THE EAST LINE OF SAID LOT 4, 16.50 FEET;
THENCE NORTH 89° 51' 05" WEST (NORTH 89° 51' 46" WEST), ALONG A LINE PARALLEL WITH THE SAID NORTH LINE OF THE SOUTH 1/2 OF SAID LOT 4, 50.00 FEET TO THE WEST RIGHT-OF-WAY LINE OF BENSON AVENUE SAID POINT BEING THE TRUE POINT OF BEGINNING;
THENCE CONTINUING WESTERLY ALONG SAME LINE NORTH 89° 51' 05" WEST (NORTH 89° 51' 46" WEST), 130.00 FEET;
THENCE SOUTH 00°12'19" EAST PARALLEL WITH THE EAST LINE OF SAID LOT 4, 140.00 FEET;
THENCE SOUTH 89° 51' 05" EAST (SOUTH 89° 51' 46" EAST), 130.00 FEET TO THE WESTERLY RIGHT-OF-WAY LINE OF BENSON AVENUE;
THENCE NORTH 00° 12' 19" WEST ALONG SAID RIGHT-OF-WAY LINE, 140.00 FEET TO THE TRUE POINT OF BEGINNING.

EXCEPTING THEREFROM THE NORTHERLY 15.00 FEET.

CONTAINING: 16,250 SQUARE FEET MORE OR LESS

( ) INDICATES RECORD INFORMATION PER INSTRUMENT NO. 2009-0403979 O.R. AND RECORD OF SURVEY, RS 121, PAGE 3

DESCRIPTION PREPARED WAS PREPARED BY ME OR UNDER MY DIRECTION.

STEVEN R. DAWSON, PLS
LICENSE NO. LS 7754
EXP. DATE 12/31/11

DATE: 1/26/10

AGENDA REPORT

SUBJECT:	CONSIDER ACCEPTANCE OF QUITCLAIM DEED FROM THE CITY OF CHINO HILLS TO THE CITY OF MONTCLAIR FOR A SEWER SYSTEM AND ASSOCIATED EASEMENT FOR AN AREA KNOWN AS PEACHWOOD ESTATES	**DATE:**	February 16, 2010
		SECTION:	ADMIN. REPORTS
		ITEM NO.:	9
		FILE I.D.:	SEW130
BUSINESS PLAN:	N/A	**DEPT.:**	PUBLIC WORKS

REASON FOR CONSIDERATION: The City of Chino Hills has asked the City of Montclair to take over ownership of the sewer system serving Peachwood Estates and surrounding areas. The Chino Hills City Council has executed a Quitclaim Deed for the sewer and sewer easement. Acceptance of the Quitclaim Deed requires Montclair City Council approval.

BACKGROUND: Peachwood Estates is located near the northeast quadrant of Phillips Boulevard and East End Avenue within the City of Montclair's Sphere of Influence. When Peachwood Estates developed in the early 1980s, San Bernardino County required the development to connect to the sewer system. The sewer system was annexed to San Bernardino County Service Area No. 70Q, which also included the unincorporated County area that eventually became the City of Chino Hills. This sewer system discharged to a City of Chino sewer located in East End Avenue. When the City of Chino Hills incorporated in 1991, it acquired the sewer system and easement. This system also provides sewer service to several residences along Cannery Row just east of Peachwood Estates. All the service addresses are north of Phillips Boulevard and east of East End Avenue in unincorporated San Bernardino County.

In late 2007, a developer constructed a sewer main in Phillips Boulevard to serve a development located at the northeast corner of Phillips Boulevard and Pipeline Avenue, also within the City of Montclair's Sphere of Influence. The City of Montclair agreed to accept maintenance responsibility for this new sewer, and Inland Empire Utilities Agency (IEUA) allowed a fourth regional connection from Montclair to its system. In anticipation that the Peachwood Estate sewer system would eventually need to connect to Montclair's sewer system, this new sewer line was designed so that a relatively simple connection between the new system and the existing Peachwood system could be made at some future time.

A meeting attended by the Mayor, City Manager, and City Engineer was held in Supervisor Gary Ovitt's office in September 2007 during which that request was made. The cities of Chino and Chino Hills, IEUA, the Local Agency Formation Commission (LAFCO), and Supervisor Gary Ovitt asked the City of Montclair to consider adding the Peachwood Estates sewer system to its own sewer system. Reasons for this request include:

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

- Existing system is remote from Chino Hills and makes maintenance more expensive.
- Logically, Montclair should maintain the system, as it is within Montclair's Sphere of Influence.
- Future connections to the Peachwood Estates system would likely be prohibited, as LAFCO most likely would not permit a connection from an area inside one City's Sphere of Influence to another agency's system.

The sewer system serving Peachwood Estates and Cannery Row encompasses roughly 12,100 feet of sewer line and 68 associated manholes. Montclair staff has performed a video inspection of all the sewer lines to be transferred to the City. Most of the sewer lines are in a good state of repair; but it was also found that a few manholes had been paved over, and one segment of sewer line had severe corrosion issues. Staff has informed Chino Hills that the manholes would all have to be adjusted to grade and the segment of sewer line having corrosion issues would have to be cleaned and lined. Chino Hills has already adjusted the manholes to grade and has awarded a contract to clean and line the corroded sewer line. Chino Hills has also issued a Notice Inviting Bids for the construction of the sewer connection into Montclair's Phillips Boulevard sewer system.

FISCAL IMPACT: The addition of 12,100 feet of sewer line to the City of Montclair's sewer system would increase annual maintenance costs. A monthly fee is charged to all City and County residents connected to the City's sewer system. This fee would also be charged to the residents of Peachwood Estates and Cannery Row and is adequate to cover the cost of the City's increased maintenance requirements.

RECOMMENDATION: Staff recommends the City Council accept the Quitclaim Deed from the City of Chino Hills to the City of Montclair for a sewer system and associated easement for an area known as Peachwood Estates.

RECORDING REQUESTED BY AND WHEN RECORDED, MAIL TO:
City of Chino Hills, City Clerk
14000 City Center Drive
Chino Hills, California 91709

Exempt recording per Government Code Sec. 6103

QUITCLAIM DEED

APN: None

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, the City of Chino Hills ("GRANTOR"), a California general law municipal corporation, its successors and assigns, does hereby REMISE, RELEASE AND FOREVER QUITCLAIM to the City of Montclair ("GRANTEE"), a California general law municipal corporation, the real property located in the City of Chino Hills, County of San Bernardino, State of California, more particularly described as follows:

The sanitary sewer easement reserved for the use and benefit of San Bernardino County Service Area No. 70Q as delineated on Amending Tract Map 11431 recorded on November 3, 1981 in book 160 of maps, pages 17-24. Said sewer and easement transferred to City of Chino Hills by Local Agency Formation Commission Resolution No. 2320, dated May 15, 1991 and Certificate of Completion recorded November 25, 1991 as Document No. 91-447208.

CITY OF CHINO HILLS

JANUARY 12, 2010
Date

W. C. "BILL" KRUGER, MAYOR

ATTEST:

JANUARY 12, 2010
Date

MARY M. McDUFFEE, CITY CLERK

Mail Tax Statements to:

City of Montclair
5111 Benito Street
Montclair, CA 91763

CALIFORNIA ALL CAPACITY ACKNOWLEDGMENT

STATE OF CALIFORNIA
COUNTY OF SAN BERNARDINO
CITY OF CHINO HILLS

On January 12, 2010 before me, Mary M. McDuffee, City Clerk of the City of Chino Hills, personally appeared W. C. "Bill" Kruger, Mayor of the City of Chino Hills, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity and that by his signature on the instrument the person, or the entity upon behalf of which the person 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.

Mary M. McDuffee

MARY M. McDUFFEE, CITY CLERK
CITY OF CHINO HILLS, CALIFORNIA

(SEAL)

AGENDA REPORT

SUBJECT:	CONSIDER APPROPRIATION OF $30,000 FROM THE PARK DEVELOPMENT FUND FOR ADDITIONAL CONSTRUCTION AT MONTERA ELEMENTARY SCHOOL FOR THE MONTERA SOCCER PARK PROJECT	**DATE:**	February 16, 2010
		SECTION:	ADMIN. REPORTS
		ITEM NO.:	10
		FILE I.D.:	PRK375
BUSINESS PLAN:	**STRATEGIC PRIORITY NO. 3, GOAL 3**	**DEPT.:**	PUBLIC WORKS

REASON FOR CONSIDERATION: Appropriation of funds requires City Council approval.

Appropriation of funds for additional construction would satisfy a portion of Strategic Priority No. 3, Goal 3, as contained in Montclair's "Business Plan."

BACKGROUND: The City Council, at its meeting of December 7, 2009, awarded a construction contract to Cal Grove Corp. and approved Agreement No. 09-127 for the construction of the Montera Soccer Park Project. The construction award of $62,550 also included a construction contingency of $5,000.

During the design of the project, City staff met with Ontario-Montclair School District (OMSD) personnel to discuss the project's scope of work and conceptual design. OMSD requested additional fencing or netting along the playground's north perimeter to address a problem the school was already having with balls going into adjacent residents' backyards. Staff informed OMSD that funding for the Montera Soccer Park was limited and would not be sufficient to include fencing or netting.

The project as designed included six soccer goals, concrete sidewalk, chain-link fencing, gates, and a drinking fountain. During construction, a state inspector from the Division of State Architect (DSA) required additional work for repairs to existing concrete and asphalt pavement in order to comply with the Americans with Disabilities Act.

With the project now complete, OMSD has once again raised the issue of residents' concerns for errant soccer balls and baseballs entering their properties and causing injury or damage. One such complaint has been forwarded by OMSD to City Manager McDougal.

The purpose of the Montera Soccer Park Project was to provide additional soccer fields for local soccer leagues as well as for pupils attending Montera Elementary School. OMSD has advised City staff that OMSD may not be in a position to allow soccer activities on the school site if corrective measures are not taken to protect the surrounding residents and limit OMSD's liability.

Prepared by:	MOCK	Reviewed and Approved by:	M. STARKS
Proofed by:		Presented by:	

Staff is currently in design for the fencing system and has obtained a price from Cal Grove Corp. for the installation of the additional improvements. Based on quotes received from netting manufacturers, an additional $30,000 would be required to construct the fence.

FISCAL IMPACT: Funding for the original soccer park project was provided by a $75,000 state grant. Between the original soccer park design, construction contract, and extra work required by the DSA inspector, all these grant funds have been expended. The additional $30,000 appropriation would be entirely funded by the Park Development Fund.

RECOMMENDATION: Staff recommends the City Council appropriate $30,000 from the Park Development Fund for additional construction at Montera Elementary School for the Montera Soccer Park Project.

AGENDA REPORT

SUBJECT:	CONSIDER REDEVELOPMENT AGENCY BOARD OF DIRECTORS' AUTHORIZATION TO ADVERTISE FOR BID PROPOSALS FOR CONSTRUCTION OF THE 9916 CENTRAL AVENUE IMPROVEMENT PROJECT PHASE 2	**DATE:**	February 16, 2010
		SECTION:	ADMIN. REPORTS
		ITEM NO.:	11
		FILE I.D.:	RDA685
BUSINESS PLAN:	N/A	**DEPT.:**	REDEVELOPMENT

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

BACKGROUND: The City of Montclair Redevelopment Agency Fiscal Year 2009-10 Budget includes funding for the second phase of the remodeling of a single-family residence owned by the Redevelopment Agency located at 9916 Central Avenue (former Neighborhood Partnership Housing Services Administrative Offices). It is anticipated the property would be used by the Human Services Division to carry out certain programs. Improvements to the single-family residence would include bathroom improvements for ADA compliance, new flooring and lighting, interior and exterior painting, and new planting materials in the rear and side yards.

Construction of the 9916 Central Avenue Improvement Project Phase 2 would be funded by the Redevelopment Agency.

FISCAL IMPACT: The cost of advertising this project should not exceed $3,500.

RECOMMENDATION: Staff recommends the Redevelopment Agency Board of Directors authorize staff to advertise for bid proposals for construction of the 9916 Central Avenue Improvement Project Phase 2.

Prepared by:	Christine S. Caldwell	Reviewed and Approved by:	M. STAATS
Proofed by:	M. STAATS	Presented by:	

AGENDA REPORT

SUBJECT:	CONSIDER APPROVAL OF AGREEMENT NO. 10-11 WITH THE CITY OF UPLAND POLICE DEPARTMENT FOR USE OF THE MONTCLAIR POLICE DEPARTMENT WEAPONS FIRING RANGE	**DATE:**	February 16, 2010
		SECTION:	AGREEMENTS
		ITEM NO.:	1
		FILE I.D.:	PDT725
BUSINESS PLAN:	N/A	**DEPT.:**	POLICE

REASON FOR CONSIDERATION: The City Council is requested to consider approval of Agreement No. 10-11 for use of the Montclair Police Department weapons firing range. Proposed Agreement No. 10-11 has been reviewed and approved by the City Attorney.

BACKGROUND: The City of Montclair Police headquarters at 4870 Arrow Highway houses an indoor weapons firing range. The Police Department utilizes the range at least two days each month for firearms training. When not in use by Department staff, the shooting range is rented to other law enforcement agencies to offset costs associated with maintenance of the facility.

The City of Upland Police Department has requested to rent the shooting range eight days per year. Staff conducted a survey of other indoor shooting range facilities and found that $300 per day is a fair and competitive rental cost for use of the range. The Montclair Police Department currently extends to agencies a discounted rate of $255 per day through September 30, 2010. Effective October 1, 2010, the normal rate of $300 per day will resume.

Proposed Agreement No. 10-11 details the terms of use of the weapons firing range by the Upland Police Department. The agency would be responsible for providing its own supplies and equipment.

Proposed Agreement No. 10-11 would become effective May 1, 2010, and would remain in effect until terminated by either party, with or without cause, upon written notice to the other party at least thirty (30) days prior to the date specified for such termination.

FISCAL IMPACT: Should the City Council approve proposed Agreement No. 10-11, the City would net approximately $2,220 in annual revenue for the first year of the Agreement and $2,400 annually thereafter.

RECOMMENDATION: Staff recommends the City Council approve Agreement No. 10-11 with the City of Upland Police Department for use of the Montclair Police Department weapons firing range.

Prepared by:	M. deMoe	Reviewed and Approved by:	K.P. Jones
Proofed by:	Sharon Egonia	Presented by:	

CITY OF MONTCLAIR

AGREEMENT FOR USE OF WEAPONS FIRING RANGE

THIS AGREEMENT is made and effective as of May 1, 2010, between the CITY OF MONTCLAIR (hereinafter "City") and CITY OF UPLAND POLICE DEPARTMENT (hereinafter "Agency"). In consideration of the mutual covenants and conditions set forth herein, the parties agree as follows:

WHEREAS, the City owns and operates a Weapons Firing Range (hereinafter "Range") located at the Montclair Police Facility, 4870 Arrow Highway, Montclair, California; and

WHEREAS, Agency desires to enter into an agreement for the use of the Range for the purpose of firearms training;

NOW, THEREFORE, the parties agree as follows:

1. Use of Range

City shall make the Range available to Agency's sworn law enforcement officers at such times as are mutually agreeable to both parties. Agency shall only allow its currently employed sworn law enforcement officers (hereinafter "personnel") to use the Range. Agency's personnel shall have exclusive use of the Range at Agency's scheduled time. Agency's personnel shall not share use of the Range with personnel from any other public agency. Agency's personnel shall comply with the Range Use Rules and Range Safety Rules set forth in Exhibits A and B, respectively, attached hereto. Violations of the Range Use Rules and Range Safety Rules may result in immediate termination of Agency's Range privileges.

2. Range Master Required

Agency shall have a trained range master present to supervise all firearms use and training at all times during use of the Range by Agency's personnel. Each range master shall first attend a training course provided by the Montclair Police Department on the use of range equipment. The range master shall personally supervise and control the course of training of Agency's personnel and shall insure that all personnel comply with the Range Use Rules and Range Safety Rules set forth in Exhibits A and B, respectively.

3. Supplies and Equipment

Agency shall supply and bear the cost of all supplies and equipment necessary for all firearms use and training, including but not limited to ammunition, weapons, cardboard backing paper targets, earphones, shooting glasses, and cleaning equipment.

4. Fees

Agency shall pay City the sum of Two Hundred Fifty-Five Dollars ($255.00) for use of the Range for a twenty-four (24) hour period through September 30, 2010. Effective October 1, 2010, Agency shall pay City the sum of Three Hundred Dollars ($300.00) for use of the Range for a twenty-four (24) hour period. Agency shall be billed on a quarterly basis and shall pay City within thirty (30) days of invoicing. City shall have the right to renegotiate the rate for Range usage under this agreement at the end of each fiscal year for the ensuing fiscal year. Any rate change shall be agreed upon in writing by both parties in the form of an amendment to this agreement.

5. Damage to Range

Agency shall promptly pay for any damage or necessary repairs to Range resulting from the use of the Range by Agency's personnel.

6. Indemnification

To the full extent permitted by law, Agency shall indemnify, defend and hold harmless City, and any and all of its employees, officials, and agents from and against any liability (including liability for claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, whether actual, alleged or threatened, including attorney's fees and costs, court costs, interest, defense costs, and expert witness fees), where the same arise out of, are a consequence of, or are in any way attributable to, in whole or in part, the performance of this agreement or use of the Range by Agency or by any individual or entity for which Agency is legally liable, including but not limited to officers, agents, employees or subcontractors of Agency.

7. Insurance Requirements

Without in any way affecting the indemnity herein provided and in addition thereto, Agency shall secure and maintain throughout the contract the following types of insurance with limits as shown:

(a) Workers' Compensation. A program of Workers' Compensation insurance or a state-approved Self-Insurance Program in an amount and form to meet all applicable requirements of the Labor Code of the State of California, including Employer's Liability with Two Hundred Fifty Thousand Dollar ($250,000.00) limits, and specifically covering the activities of Agency's personnel at the Range.

(b) Comprehensive General and Automobile Liability Insurance. This coverage to include contractual coverage and automobile liability coverage for owned, hired, and non-owned vehicles. The policy shall have combined single limits for bodily injury and property damage of not less than Three Million Dollars ($3,000,000.00).

(c) Additional Named Insured. All policies, except for Workers' Compensation, shall contain additional endorsements naming the City and its officers,

employees, and agents as additional named insureds with respect to liabilities arising out of the use of City's Range.

(d) Waiver of Subrogation Rights. Agency shall require the carriers of the above-required coverages to waive all rights of subrogation against the City, its officers, employees, agents, volunteers, contractors, and subcontractors.

(e) Policies Primary and Non-Contributory. All policies required above are to be primary and non-contributory with any insurance or self-insurance programs carried or administered by City.

(f) Proof of Coverage. Agency shall immediately furnish certificates of insurance to the City evidencing the insurance coverage, including endorsements, above required prior to the use of the Range, which certificates shall provide that such insurance shall not be terminated or expire without thirty (30) days written notice to the City and Agency shall maintain such insurance throughout the duration of this agreement. Within sixty (60) days of the commencement of the agreement, Agency shall furnish certified copies of the policies and all endorsements.

8. Term

The term of this agreement shall be for a period of time commencing upon the effective date of this agreement and terminating only as hereinafter provided. This agreement may be terminated at any time, with or without cause, by either party, upon written notice given to the other party at least thirty (30) days prior to the date specified for such termination. In the event of termination, each party shall fully pay and discharge all obligations in favor of the other accruing prior to the date of such termination, and each party shall be released from all obligations or performance which would otherwise accrue subsequent to the date of termination.

9. Notices

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

To City: Montclair Police Department
4870 Arrow Highway
Montclair, CA 91763

To Agency: Upland Police Department
1499 West 13th Street
Upland, California 91786

10. Governing Law

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

11. Entire Agreement

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

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

CITY OF MONTCLAIR

BY: _____
Mayor

ATTEST:

_____
City Clerk

DATED: _____, 200__

APPROVED AS TO FORM:

_____
City Attorney

AGENCY: CITY OF UPLAND

_____

BY: _____
(signature)

Steve Adams
(typed name)

Chief of Police
(title)

DATED: June 10, 2010

RANGE USE RULES

1. To prevent lead buildup in the Range backstop and the air filtration system, personnel shall only use "clean fire" ammunition. Personnel required to shoot duty ammunition that is not "clean fire" shall notify the Montclair Police Department in advance of the scheduled shoot and obtain approval from City.

2. Personnel shall never use tracer ammunition in the Range.

3. Personnel may not shoot rifle ammunition over .223 caliber.

4. Personnel using shotguns in the Range shall not use the target carrier to hold the shotgun target.

5. Personnel shall clean the Range facility at the end of the shooting period, including the removal of all brass, casings and debris.

6. Personnel shall not use steel targets in the Range facility.

7. No vehicles shall be allowed inside the Range facility without permission from the Montclair Police Department Watch Commander.

8. Personnel shall report all injuries or property damage to the Montclair Police Department Watch Commander.

RANGE SAFETY RULES

THE FOLLOWING SAFETY PROCEDURES WILL BE STRICTLY ENFORCED:

1. Upon arrival, all weapons are to remain holstered until instructed to report the firing line and given commands for the course of fire.

2. All shooters must wear proper ear and eye protection as approved by the Agency's range master.

3. Weapons are to be loaded or down loaded at the firing line or as otherwise instructed by the Agency's range master.

4. Only magazines and speed loaders may be down loaded and replaced with live ammunition in the staging area.

5. After completing your course of fire, weapons are to be re-holstered upon leaving the firing line.

6. Weapons may be un-holstered in the cleaning room and rendered safe for cleaning by using the bullet containment system located in the cleaning room.

7. A duty round may only be re-chambered at the firing line or by using the bullet containment system located in the cleaning room.

8. Violation of any safety rule will result in removal of the violator from the Range. Flagrant safety violations could lead to suspension of future Range privileges to the violator and/or the Agency or organization the violator represents.

EXHIBIT B

AGENDA REPORT

SUBJECT: CONSIDER REDEVELOPMENT AGENCY BOARD OF DIRECTORS' AWARD OF CONTRACT TO VIZION'S WEST, INC., IN THE AMOUNT OF $7,980

CONSIDER REDEVELOPMENT AGENCY BOARD OF DIRECTORS' APPROVAL OF AGREEMENT NO.10-12 WITH VIZION'S WEST, INC., FOR THE 4113 KINGSLEY STREET DEMOLITION PROJECT

CONSIDER AUTHORIZATION OF A $1,200 CONSTRUCTION CONTINGENCY

DATE: February 16, 2010

SECTION: AGREEMENTS

ITEM NO.: 2

FILE I.D.: RDA 685

DEPT.: REDEVELOPMENT

BUSINESS PLAN: **STRATEGIC PRIORITY NO. 2, GOAL NO. 1**

REASON FOR CONSIDERATION: Award of contracts and agreements with the City of Montclair Redevelopment Agency requires Redevelopment Agency Board of Directors approval.

BACKGROUND: The City of Montclair Redevelopment Agency Board of Directors, at its meeting of July 20, 2009, authorized staff to advertise for bids for the demolition of the single-family dwelling at 4113 Kingsley Street. Staff is currently working with National CORE to develop a special needs housing project at the site.

The project would include the complete demolition of the single-family dwelling located at 4113 Kingsley Street as well as the removal of existing vegetation, several trees, asphalt, and concrete and inclusion of a rough grade of the property.

On Thursday, January 28, 2010, the City Clerk received and opened 18 bid proposals for the 4113 Kingsley Street Demolition Project. The bid results are as follows:

Contractor	*Bid Amount*
Vizion's West, Inc.	$ 7,980.00
Wreck Age Demolition, Inc.	$ 8,860.00
Specialized Environmental, Inc.	$ 8,894.00
Three D Service Company, Inc.	$11,907.00
GAMA Contracting Services, Inc.	$12,160.00
DAKENO, Inc.	$12,950.00
CST Environmental, LP	$14,800.00

Prepared by: Gabriela Luciado

Proofed by: Christine D. Caldwell

Reviewed and Approved by: M STARKS

Presented by: Eric C. Hedgpeth

T-9 Enterprises, Inc.	$15,000.00
AMPCO Contracting, Inc.	$17,630.00
Cal Grove Corporation	$18,850.00
Big Dog Equipment Services, Inc.	$21,000.00
J.M.J. Contractors	$23,815.00
Riel Construction	$24,900.00
Jeremy Harris Construction	$28,777.00
Cattrac Construction, Inc.	$29,900.00
Engineer's Estimate	**$30,000.00**
Pacific Construction Co., Inc.	$31,925.00
KASA Construction	$33,000.00
Titanium Construction Group, Inc.	$49,800.00

Following the bid opening, all proposals were reviewed for completeness and accuracy. The bid proposal of the apparent low bidder, Vizion's West, Inc., provided all of the required documents and was deemed the lowest responsible, responsive bidder for the project. After a reference check of Vizion's West, Inc., it appears the company has the personnel, equip-ment, and job experience necessary to complete this contract in accordance with the plans and specifications.

FISCAL IMPACT: The 4113 Kingsley Street Demolition Project is included in the Redevelopment Agency Fiscal Year 2009-10 Budget.

RECOMMENDATION: Staff recommends the Redevelopment Agency Board of Directors take the following actions related to the 4113 Kingsley Street Demolition Project:

1. Award a contract to Vizion's West, Inc., in the amount of $7,980.

2. Approve Agreement No. 10-12 with Vizion's West, Inc.

3. Authorize a construction contingency in the amount of $1,200.

KNOW ALL MEN BY THESE PRESENTS: That the following Agreement is made and entered into as of the date executed by the Agency Secretary and Chairman, by and between **Vizion's West, Inc.** hereinafter referred to as "CONTRACTOR" and the Montclair Redevelopment Agency, hereinafter referred to as "AGENCY."

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) AGENCY did accept the bid of CONTRACTOR.

(iii) AGENCY has authorized the Agency Secretary and Chairman to enter into a written contract with CONTRACTOR for furnishing labor, equipment, and material for the construction of:

FOR THE CONSTRUCTION OF

4113 KINGSLEY STREET DEMOLITION 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 Agency-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. Agency 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 AGENCY 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 AGENCY a certification as follows:

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

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

(1) Public Liability - Bodily Injury (not auto) $1,000,000 each person; $2,000,000 each accident.

(2) Public Liability - Property Damage (not auto) $500,000 each accident; $1,000,000 aggregate.

(3) Contractor's Protective - Bodily Injury $1,000,000 each person; $2,000,000 each accident.

(4) Contractor's Protective - Property Damage $500,000 each accident; $1,000,000 aggregate.

(5) Automobile - Bodily Injury $1,000,000 each person; $2,000,000 each accident.

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

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

(1) Waives all right of subrogation against all persons and entities specified in subparagraph 4.d.(2) hereof to be listed as additional insureds in the policy of insurance provided for in paragraph b. by reason of any claim arising out of or connected with the operations of CONTRACTOR or any subcontractor in performing the work provided for herein;

(2) Provides it shall not be canceled or altered without thirty (30) days' written notice thereof given to AGENCY by registered mail.

d. Each such policy of insurance provided for in paragraph b. shall:

(1) Be issued by an insurance company approved in writing by AGENCY, which is qualified to do business in the State of California;

(2) Name as additional insureds the AGENCY, its officers, agents and employees, and any other parties specified in the bid documents to be so included;

(3) Specify it acts as primary insurance and that no insurance held or owned by the designated additional insureds shall be called upon to cover a loss under said policy;

(4) Contain a clause substantially in the following words:

"It is hereby understood and agreed that this policy may not be canceled nor the amount of the coverage thereof reduced until thirty (30) days after receipt by AGENCY 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 AGENCY.

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

5. CONTRACTOR'S LIABILITY: The City of Montclair Redevelopment Agency 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 AGENCY, its employees, servants, or independent contractors who are directly responsible to AGENCY during the progress of the project or at any time before its completion and final acceptance.

The CONTRACTOR will indemnify AGENCY against and will hold and save AGENCY 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 AGENCY, but excluding such actions, claims, damages to persons or property, penalties, obligations, or liabilities arising from the sole negligence or willful misconduct of AGENCY, its employees, servants, or independent contractors who are directly responsible to AGENCY, 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 AGENCY 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 AGENCY harmless therefrom.

c. In the event AGENCY 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 AGENCY 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 AGENCY, may be retained by AGENCY 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 § 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 § 1777.1 and § 1777.7 of the Labor Code.

8. CONTRACT PRICE AND PAYMENT: AGENCY 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 **January 28, 2010**.

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 OF MONTCLAIR REDEVELOPMENT AGENCY, CALIFORNIA

By:_____
Chairman

Attest:_____
Agency Secretary

CONTRACTOR:

_____
Company Name

_____
Address

_____
City

By:_____
Title

By:_____
Title

By:_____
Title

AGENDA REPORT

SUBJECT:	CONSIDER APPROVAL OF AGREEMENT NO. 10-13 TERMINATING LEASE AGREEMENT NO. 05-15 BY AND BETWEEN THE CITY OF MONTCLAIR REDEVELOPMENT AGENCY AND ONTARIO NISSAN, INC., REGARDING FREEDOM PLAZA PARK	**DATE:**	February 16, 2010
		SECTION:	AGREEMENTS
		ITEM NO.:	3
		FILE I.D.:	RDA725
BUSINESS PLAN:	N/A	**DEPT.:**	REDEVELOPMENT

REASON FOR CONSIDERATION: Ontario Nissan, Inc., has requested the Redevelopment Agency Board of Directors consider termination of Lease Agreement No. 05-15 for use of the parking lot located at Freedom Plaza Park. The parking lot at Freedom Plaza Park provided Ontario Nissan, Inc., with additional employee parking. Ontario Nissan, Inc., finds it no longer needs the parking.

Proposed Lease Termination Agreement No. 10-13 and Lease Agreement No. 05-15 have been included in the agenda packet for consideration and reference.

BACKGROUND: As Redevelopment Agency Board of Directors Members will recall, parking space for employees of Ontario Nissan, Inc., was needed to quell residential neighborhood concerns about the lack of on-street parking because of parking by employees of the auto dealerships in the surrounding residential areas. The Redevelopment Agency Board of Directors approved Lease Agreement No. 05-15 with Ontario Nissan, Inc., on March 21, 2005. Lease Agreement No. 05-15 provided Ontario Nissan, Inc., with 30 parking spaces for employee parking at Freedom Plaza Park. Freedom Plaza Park is located on the northeast corner of Monte Vista Avenue and Palo Verde Street. Pursuant to the terms of Lease Agreement No. 05-15, the rent was $644 per month and the term of the lease was for five years. The Lease Agreement was set to expire on November 1, 2010.

Representatives from Ontario Nissan, Inc., have informed Redevelopment Agency staff that the poor economy has caused them to reduce the size of their workforce, thereby negating the need for additional parking. Ontario Nissan, Inc., has requested that Lease Agreement No. 05-15 be mutually terminated without liability to the lessee as a result of the early termination of the lease. Proposed Lease Termination Agreement No. 10-13 would mutually terminate Lease Agreement No. 05-15 without any liability to Ontario Nissan, Inc., for ending the lease prior to the expiration date. Ontario Nissan, Inc., would surrender the property to the Redevelopment Agency on March 1, 2010.

FISCAL IMPACT: The Agency Board's approval of Agreement No. 10-13 would mean that the Redevelopment Agency would not receive income of $644 per month through the term of the lease. The total loss of income during the remaining term of the lease would be $5,152.

Prepared by:	M. STAATS	Reviewed and Approved by:	M STAATS
Proofed by:	Christina J. Caldwell	Presented by:	

RECOMMENDATION: Staff recommends the Redevelopment Agency Board of Directors approve Agreement No. 10-13 terminating Lease Agreement No. 05-15 by and between the City of Montclair Redevelopment Agency and Ontario Nissan, Inc., regarding Freedom Plaza Park.

AGENDA REPORT

SUBJECT:	CONSIDER APPROVAL OF AGREEMENT NO. 10-14, THE SECOND AMENDMENT TO AGREEMENT NO. 96-28, A LEASE AGREEMENT BY AND BETWEEN THE CITY OF MONTCLAIR REDEVELOPMENT AGENCY AND ONTARIO NISSAN, INC., REGARDING PROPERTY LOCATED AT 4960 PALO VERDE STREET	**DATE:**	February 16, 2010
		SECTION:	AGREEMENTS
		ITEM NO.:	4
		FILE I.D.:	RDA725
		DEPT.:	REDEVELOPMENT
BUSINESS PLAN:	N/A		

REASON FOR CONSIDERATION: Representatives from Ontario Nissan, Inc., are requesting the Redevelopment Agency Board of Directors consider a temporary suspension of rent for Redevelopment Agency-owned property leased to Ontario Nissan, Inc. The property leased to Ontario Nissan, Inc., is located at 4950 Palo Verde Street adjacent to the Metro Nissan of Montclair dealership.

A copy of proposed Agreement No. 10-14 is included in the agenda packet. In addition, copies of Lease Agreement No. 96-28 and Agreement No. 99-113, the First Amendment to the Lease Agreement, are included in the agenda packet for reference.

BACKGROUND: The Redevelopment Agency Board of Directors approved Lease Agreement No 96-28 with Ontario Nissan, Inc., on July 15, 1996. The Lease Agreement provided Ontario Nissan, Inc., with an improved parcel of 1.41 acres located west of the Metro Nissan of Montclair dealership. The property was to be used as an additional sales area for new automobiles. The initial lease payment was $3,500 per month. The term of the lease was for five years. After the initial five-year term, the lease contained a provision for month-to-month renewal.

In 1999, the Nissan factory mandated the Metro Nissan of Montclair franchise demonstrate it retained a 20-year interest in the 4960 Palo Verde Street site for the continuation of new car sales. On December 20, 1999, the Redevelopment Agency Board of Directors approved Agreement No. 99-113, the First Amendment to the Lease Agreement. The First Amendment reestablished the Lease term for five years and provided for three five-year option terms. The monthly rent was to increase by the change in the Consumer Price Index at the initiation of each option term. The lease is currently operating on its first option term. The amount of the rent payment is $3,652 per month. The first option term will expire on December 20, 2010.

Because of current economic conditions and the loss of vehicle sales, Ontario Nissan, Inc., is requesting the suspension of lease payments. The proposed Second Amendment to the Lease Agreement would provide for suspension of the rent payment for the 4960 Palo Verde

Prepared by:	M. STAATS	Reviewed and Approved by:	M. STAATS
Proofed by:	Christine J. Caldwell	Presented by:	

Street property. The suspension of the rent payment would become effective March 1, 2010 and would remain suspended until July 1, 2011, or until sales tax generated by Ontario Nissan, Inc., reaches or exceeds 90 percent of the average quarterly sales tax generated by Ontario Nissan, Inc., and received by the City of Montclair for two consecutive quarters during any and the same two quarters of the fiscal years 2005 and 2006; provided, however, that Ontario Nissan, Inc.'s obligation to pay rent to the Agency as suspended shall not be reinstated prior to July 1, 2010. Once Ontario Nissan, Inc., reaches or exceeds the threshold for the reinstatement of the suspended payment, all accrued suspended monthly payment amounts shall be amortized for repayment over the balance of the remaining months of the option terms. In the event Ontario Nissan, Inc., has not reached the threshold for reinstatement of the suspended payments by July 1, 2011, Ontario Nissan, Inc., and the Redevelopment Agency shall meet to renegotiate suspension of the lease payments. Any renegotiation of the lease payments would require the approval of the Redevelopment Agency Board of Directors. In addition, the Second Amendment would agree to exercise their second option term because the first option term expires on December 20, 2010.

FISCAL IMPACT: The Agency Board's approval of the Second Amendment to the Lease Agreement for 4960 Palo Verde Street would authorize a temporary suspension of rent payment by Ontario Nissan, Inc. The Redevelopment Agency would not realize the payment of $3,652 per month during the term of the rent suspension. However, these funds would be recovered over time after the reinstatement of rent.

RECOMMENDATION: Staff recommends the Redevelopment Agency Board of Directors approve Agreement No. 10-14, the Second Amendment to Agreement No. 96-28, a Lease Agreement by and between the City of Montclair Redevelopment Agency and Ontario Nissan, Inc., regarding property located at 4960 Palo Verde Street.

AGENDA REPORT

SUBJECT:	CONSIDER APPROVAL OF AGREEMENT NO. 10-15, THE THIRD AMENDMENT TO AGREEMENT NO. 05-143, A LEASE AGREEMENT BY AND BETWEEN THE CITY OF MONTCLAIR REDEVELOPMENT AGENCY AND ONTARIO NISSAN,INC., REGARDING PROPERTY LOCATED AT 8752 MONTE VISTA AVENUE	**DATE:**	February 16, 2010
		SECTION:	AGREEMENTS
		ITEM NO.:	5
		FILE I.D.:	TRN350
		DEPT.:	REDEVELOPMENT
BUSINESS PLAN:	N/A		

REASON FOR CONSIDERATION: The City of Montclair Police Department would like to use a portion of the Redevelopment Agency-owned property located on the southwest corner of Monte Vista Avenue and Richton Street for an automobile impound lot. All of the property is currently leased to Ontario Nissan, Inc., for purposes of vehicle storage. Agreement No. 10-15 would amend the Lease Agreement with Ontario Nissan, Inc., to provide for a reduction in the area leased to Ontario Nissan, Inc.

A copy of the Third Amendment to the Lease Agreement with Ontario Nissan, Inc., is included in the agenda packet. In addition, copies of Lease Agreement No. 05-143 and the subsequent two amendments to the Lease Agreement are included in the agenda packet for review by the Redevelopment Agency Board of Directors.

BACKGROUND: The Redevelopment Agency Board of Directors approved Lease Agreement No. 05-143 with Ontario Nissan, Inc., on December 19, 2005. The Lease Agreement provided Ontario Nissan, Inc., occupancy of the improvement parcel on the southwest corner of Monte Vista Avenue and Richton Street for vehicle storage purposes for an initial lease term of five years. This lease term will expire on July 1, 2011. Ontario Nissan, Inc., also retained options for three five-year periods. The consideration for the lease was $5,744 per month during the term of the lease.

Agreement No. 08-115 constituted the First Amendment to the Lease Agreement with Ontario Nissan, Inc. The Redevelopment Agency Board of Directors approved the First Amendment on December 1, 2008. The First Amendment authorized the Redevelopment Agency to install motorized gates on the property at the request of Ontario Nissan, Inc. As a consequence of this improvement to the property, the amount of the monthly rent payment was increased to $5,852.45.

The Redevelopment Agency Board of Directors approved the Second Amendment (Agreement No. 09-04) to the Lease Agreement on January 22, 2009. The Second Amendment to the Lease Agreement provided a temporary suspension of the monthly consideration. Poor economic conditions and a decline in automobile sales formed the basis of the requested

Prepared by:	M. STAATS	Reviewed and Approved by:	M. STAATS
Proofed by:	Christine J. Caldwell	Presented by:	[signature]

suspension of payments by Ontario Nissan, Inc. The suspension of payments would remain in effect until the sales tax generated by Ontario Nissan, Inc., reaches or exceeds 90 percent of the average quarterly sales tax generated by Ontario Nissan, Inc., and received by the City of Montclair for two consecutive quarters during any and the same two quarters of fiscal years 2005 and 2006. Once Ontario Nissan, Inc., reaches or exceeds the threshold for reinstatement of the suspended rental payments, all accrued suspended monthly payment amounts would be amortized for repayment over the balance of the remaining months of the lease term. In the event Ontario Nissan, Inc., has not reached the threshold for reinstatement of rent payments by the end of the Lease term on July 1, 2011, Ontario Nissan, Inc., and the Redevelopment Agency shall meet to renegotiate suspension of the Lease payments prior to extension of the Lease.

The proposed Third Amendment to the Lease Agreement with Ontario Nissan, Inc., would reduce the amount and size of real property leased by Ontario Nissan, Inc., by approximately two thirds. Correspondingly, the amount of the monthly rent would be reduced by two thirds. The amount to be paid by Ontario Nissan, Inc., would be reduced to $1,950.82 per month upon initiation of construction of the improvements for the impound lot. In lieu of bearing all of the costs for utility services, Ontario Nissan, Inc., would bear a proportional share of costs for utility services. It is important to note that the terms of the Lease Agreement and subsequent amendments would still remain in effect. Therefore, rent would continue to be suspended until Ontario Nissan, Inc., meets the threshold for reinstatement stated above or until the end of the term of the Lease. The accrued rent would be amortized for repayment purposes over the balance of the remaining months of the Lease term.

The plans for division of the parking field for the impound lot and for Ontario Nissan, Inc., are in the process of being prepared. Once these plans are prepared, the Redevelopment Agency Board of Directors and City Council would be requested to consider appropriating funds for the work required to implement the impound lot. In addition, the City Council would be requested to consider executing a lease with the Redevelopment Agency regarding use of the property.

FISCAL IMPACT: The Third Amendment to the Lease Agreement with Ontario Nissan, Inc., would reduce the income to be received by the Agency by approximately two thirds. Monthly rent would be reduced from $5852.45 to $1,950.82. However, as indicated, rent payments by Ontario Nissan, Inc., have been temporarily suspended. The impound lot is anticipated to produce approximately $150,000 in net revenue for the City.

RECOMMENDATION: Staff recommends that the Redevelopment Agency Board of Directors approve Agreement No. 10-15, the Third Amendment to Agreement No. 05-143, a Lease Agreement by and between the City of Montclair Redevelopment Agency and Ontario Nissan, Inc., regarding property located at 8752 Monte Vista Avenue.

AGENDA REPORT

SUBJECT:	CONSIDER ADOPTION OF RESOLUTION NO. 10-2825 AUTHORIZING DESTRUCTION OF CERTAIN POLICE DEPARTMENT RECORDS PURSUANT TO THE MONTCLAIR POLICE DEPARTMENT POLICY FOR THE RETENTION AND DESTRUCTION OF RECORDS	**DATE:**	February 16, 2010
		SECTION:	RESOLUTIONS
		ITEM NO.:	1
		FILE I.D.:	CCK280
BUSINESS PLAN:	N/A	**DEPT.:**	POLICE

REASON FOR CONSIDERATION: The City Council is requested to authorize the destruction of obsolete Police Department records pursuant to the current Montclair Police Department Policy for the Retention and Destruction of Records. Proposed Resolution No. 10-2825 and the Schedule of Records Recommended for Destruction pursuant to the Policy are attached for review and consideration by the Council.

BACKGROUND: The Police Department revised its policy for retention and destruction of records in February 2008, and is ready to conduct its annual destruction of obsolete records. The City Attorney has approved, in writing, the Schedule of Records Recommended for Destruction.

FISCAL IMPACT: The City Council's adoption of proposed Resolution No. 10-2825 would create no fiscal impact to the City.

RECOMMENDATION: Staff recommends the City Council adopt Resolution No. 10-2825 authorizing destruction of certain Police Department records pursuant to the Montclair Police Department Policy for the Retention and Destruction of Records.

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

RESOLUTION NO. 10-2825

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MONTCLAIR AUTHORIZING THE DESTRUCTION OF CERTAIN POLICE DEPARTMENT RECORDS

WHEREAS, Government Code Section 34090 authorizes the destruction of City records which are no longer required, without making a copy thereof, with the approval of the City Council by resolution and the written consent of the City Attorney, provided none of said records (1) affect title to real property or liens thereon; (2) are court records; (3) are records required to be kept by statute; (4) are less than two years old; or (5) are the minutes, ordinances, or resolutions of the legislative body or city board or commission; and

WHEREAS, certain records are exempt from the provisions of Government Code Section 34090 as specifically enumerated in Government Code Section 34090.5; and

WHEREAS, certain records are exempt from the provisions of Government Code Section 34090 as specifically enumerated in Government Code Section 34090.6; and

WHEREAS, the City Attorney has given written consent to the destruction of the records listed in the City of Montclair Schedule of Records Recommended for Destruction included herein; and

WHEREAS, the Police Department records identified in the City of Montclair Schedule of Records Recommended for Destruction meet or exceed the retention period set forth in Government Code Section 34090 and the Montclair Police Department Policy for the Retention and Destruction of Records and are no longer required by any statute or regulation.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Montclair authorize the Police Chief to destroy the Police Department records listed on the attached schedule without making a copy thereof.

APPROVED AND ADOPTED this XX day of XX, 2010.

_____
Mayor

ATTEST:

_____
City Clerk

I, Donna M. Jackson, City Clerk of the City of Montclair, DO HEREBY CERTIFY that Resolution No. 10-2825 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, 2010, and that it was adopted by the following vote, to-wit:

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

_____

Donna M. Jackson
City Clerk

CITY OF MONTCLAIR

SCHEDULE OF RECORDS RECOMMENDED FOR DESTRUCTION

DEPARTMENT: POLICE **DATE: February 16, 2010**

Years Covered By Record	Description of Record to be Destroyed	Date Destroyed
2007 and prior	**Two-Year Retention**	
	Teletypes Sent by Montclair Police Department	
	Press Releases	
	Warrant Due Diligence Service Logs	
	Subpoena Service Logs	
	Payment Receipt Books and Cash Register Receipt Tapes	
	Citations and Related Records	
	Vehicle Repossession and Private Party Tow Forms and Teletypes	
	Local Record Check Application Forms and Responses	
	Background Investigation Requests for Local Criminal Offender Record Information (CORI) and Responses	
	National Crime Information Center (NCIC) Validation Lists	
	Alarm Cards and Related Billing Documentation	
	Disturbance of the Peace - Second Response Service Fee Forms	
	Live-Scan Fingerprinting Applicant Forms and Attachments	
	Subpoena Duces Tecum (SDT) Requests and Responses	
	Permit and Licensing Documentation	
	Administrative Documents and Records	
	Training Files	
	Program Files	
	Narcotic Offender Registration Records and Photographs	
	Contracts and Agreements	

Reviewed/Prepared By:

Susan Hackley	K.B. Jones	K.B. Jones
Records Supervisor	Division Head	Department Head
1/14/10	1-14-10	1-14-10
Date	Date	Date

CITY ATTORNEY CONSENT

Consent is hereby given to destroy the records enumerated above.

Alvarez E. Robbins	2-1-10
City Attorney	Date

CITY OF MONTCLAIR

SCHEDULE OF RECORDS RECOMMENDED FOR DESTRUCTION

DEPARTMENT: POLICE **DATE: February 16, 2010**

Years Covered By Record	Description of Record to be Destroyed	Date Destroyed
2007 and Prior	**Two-Year Retention**	
	Detention Logs for Adults and Juveniles	
	Dispatch ALI Request/Approval Logs	
	Breath Machine Calibration Records	
	Non-Hired Applicant Background Investigation Files	
	Telephone and Radio Communication Recordings, Routine Video Monitoring Recordings, and Digital Recordings	
2006 and Prior	**Three-Year Retention**	
	Grants, Grant Applications, and Related Documents	
	Department of Justice Automated Criminal History System (ACHS) Inquiry and Local Criminal Offender Record Information (CORI) Release Logs	
2005 and Prior	**Four-Year Retention**	
	Payroll Timekeeping Records	
	Overtime Reimbursement Documentation	
	Pawn Slips/Secondhand Dealer Consignment Slips (DOJ Form JUS123)	
2004 and Prior	**Five-Year Retention**	
	Personnel Files	
	Range Qualification Training Records	
	Sergeants Logs	
	Ride-Along Forms and Attachments	
	Work Schedules	
	Gang Registrant Records and Related Photographs	
	Booking Photographs	

Reviewed/Prepared By:

Susan Yackley
Records Supervisor
1/14/10
Date

K.O. Lewis
Division Head
1-14-10
Date

K.O. Lewis
Department Head
1-14-10
Date

CITY ATTORNEY CONSENT

Consent is hereby given to destroy the records enumerated above.

Diane E. Robbins
City Attorney
2-1-10
Date

CITY OF MONTCLAIR

SCHEDULE OF RECORDS RECOMMENDED FOR DESTRUCTION

DEPARTMENT: POLICE **DATE: February 16, 2009**

Years Covered By Record	Description of Record to be Destroyed	Date Destroyed
2004 and Prior	**Five-Year Retention**	
	Log Item Photographs	
	Certain Police Reports, Corresponding Computer Database Information, and Related Photographs	
	Field Interview (FI) Cards, Corresponding Computer Database Information, and Related Photographs	
1999 and Prior	**Ten-Year Retention**	
	Statistical Reports	
1979 and Prior	**Thirty-Year Retention**	
	Medical Files of Police Department Personnel	
	Non-Reportable Injury/Exposure Logs	
	Material Safety Data Sheets (MSDS)	

Reviewed/Prepared By:

Susan Hackley	K.B. Jones	K.B. Jones
Records Supervisor	Division Head	Department Head
1/14/10	1-14-10	1-14-10
Date	Date	Date

CITY ATTORNEY CONSENT

Consent is hereby given to destroy the records described above.

[signature]	2-1-10
City Attorney	Date

AGENDA REPORT

SUBJECT:	CONSIDER ADOPTION OF RESOLUTION NO. 10-2828 APPROVING AN APPLICATION FOR STATEWIDE PARK PROGRAM GRANT FUNDS	**DATE:**	February 16, 2010
		SECTION:	RESOLUTIONS
		ITEM NO.:	2
		FILE I.D.:	GRT225
BUSINESS PLAN:	N/A	**DEPT.:**	COMMUNITY DEV.

REASON FOR CONSIDERATION: The State Department of Parks and Recreation requires applicants for grants under the Statewide Park Program (Proposition 84) to certify by resolution the approval of applications before submission of said applications to the State. Proposed Resolution No. 10-2828 in conformance with the state requirements is attached for the City Council's review and consideration.

BACKGROUND: The Statewide Park Program is offering cities, counties, and other agencies to compete for a portion of $368 million that has been made available through the Sustainable Communities and Climate Change Reduction chapter in Proposition 84, passed by California voters in 2006. Grants ranging from $100,000 to $1 million are offered on a competitive, point-based application. Important project selection criteria includes: critical lack of park space; income level threshold within one-half-mile radius of the proposed park site; project type (acquisition and new park development, expansion of an existing park, substantial improvement of park space, and new recreational features); community-based planning; sustainable techniques; project funding; hours of operation; volunteer opportunities; and community challenges/project benefits.

The North Montclair Downtown Specific Plan calls for the creation of a number of public open spaces within its boundaries. One of the largest of these spaces is within The Paseos at Montclair North, a 15-acre residential project currently under consideration by the City. The subject park site ("The Arroyo Park Project") is linear in shape and approximately .75 acres in area. Given the conceptual plans for this park and the project site meeting both income levels and lack of open space criteria, staff believes it would be a viable project for submission. While the acquisition cost of the site has not yet been determined, the estimated cost of developing the park as proposed is approximately $955,000. The park design was developed through a competition conducted by the property owner, Merlone Geier Partners.

FISCAL IMPACT: Submitting the subject grant application to the state would result in no fiscal impacts to the City.

RECOMMENDATION: Staff recommends the City Council adopt Resolution No. 10-2828 approving an application for Statewide Park Program grant funds.

Prepared by:	Steve Lustro	Reviewed and Approved by:	Steve Lustro
Proofed by:	Laura Berke	Presented by:	

RESOLUTION NO. 10-2828

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MONTCLAIR APPROVING AN APPLICATION FOR STATEWIDE PARK PROGRAM GRANT FUNDS

WHEREAS, the State Department of Parks and Recreation has set a standard of three acres of public parkland per 1,000 residents as the minimum ratio for California communities in order to provide adequate open space for its residents; and

WHEREAS, the total area of developed public parks within the City of Montclair is approximately 53.84 acres; and

WHEREAS, the population of the City of Montclair as of January 1, 2009, was estimated to be 36,964 residents, resulting in a ratio of approximately 1.46 acres of public parkland per 1,000 residents, which is about 51 percent below the State standard; and

WHEREAS, the North Montclair Downtown Specific Plan calls for several designated areas where public open space is planned including an approximately .75-acre site ("The Arroyo Park Project") within The Paseos at Montclair North, a 385-unit residential development currently under consideration by the City; and

WHEREAS, the acquisition cost of the .75-acre site is currently being studied; however, the development costs associated with the proposed park site are estimated to be approximately $955,000; and

WHEREAS, the State Department of Parks and Recreation has been delegated the responsibility by the Legislature of the State of California for the administration of the Statewide Park Program (Proposition 84), setting up necessary procedures governing the application; and

WHEREAS, said procedures established by the State Department of Parks and Recreation require the applicant to certify by resolution the approval of application(s) before submission of said application(s) to the State; and

WHEREAS, the applicant will enter into a contract with the State of California to complete the grant scope project.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Montclair does hereby approve the filing of an application for acquisition and development of "The Arroyo Park Project" and finds and determines as follows:

Section 1. The City Council certifies that said applicant has or will have available, prior to commencement of any work on the project included in this application, sufficient funds to complete the project; and

Section 2. The City Council certifies that the applicant has or will have sufficient funds to operate and maintain the project; and

Section 3. The City Council certifies that the applicant has reviewed, understands, and agrees to the General Provisions contained in the contract shown in the Grant Administration Guide; and

Section 4. Delegates authority to the City Manager or his designee to conduct all negotiations, sign and submit all documents, including, but not limited to applications, agreements, amendments, and payment requests, which may be necessary for the grant scope; and

Section 5. Agrees to comply with all applicable federal, state, and local laws; ordinances; rules; regulations; and guidelines.

BE IT FURTHER RESOLVED that the City Clerk shall certify to the passage of this Resolution and the Mayor shall sign the same.

BE IT FURTHER RESOLVED that a copy of this signed Resolution shall accompany said grant application.

APPROVED AND ADOPTED this XX day of XX, 2010.

_____
Mayor

ATTEST:

_____
City Clerk

I, Donna M. Jackson, City Clerk of the City of Montclair, DO HEREBY CERTIFY that Resolution No. 10-2828 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, 2010, and that it was adopted by the following vote, to-wit:

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

_____
Donna M. Jackson
City Clerk

AGENDA REPORT

SUBJECT:	CONSIDER ADOPTION OF RESOLUTION NO. 10-2829 MODIFYING THE CITY'S MEASURE I SIX-YEAR CAPITAL IMPROVEMENT PROGRAM	**DATE:**	February 16, 2010
		SECTION:	RESOLUTIONS
		ITEM NO.:	3
		FILE I.D.:	FIN285/TRN510
BUSINESS PLAN:	**STRATEGIC PRIORITY NO. 3, GOAL 3**	**DEPT.:**	PUBLIC WORKS

REASON FOR CONSIDERATION: The San Bernardino Associated Governments (SANBAG) requires each local jurisdiction to annually update its Measure I Five-Year Capital Improvement Program and Expenditure Strategy proposed to be funded by Measure I. Once adopted, the program can be further modified by resolution. The City Council is requested to consider adopting Resolution No. 10-2829 pursuant to SANBAG requirements modifying the previously adopted Capital Improvement Program.

Adoption of Resolution No. 10-2829 would satisfy a portion of Strategic Priority No. 3, Goal 3, as contained in Montclair's "Business Plan."

BACKGROUND: Measure I, the countywide transportation sales tax program, requires that each local jurisdiction receiving pass through program revenues annually adopt a Measure I Five-Year Capital Improvement Program (CIP) that outlines the specific projects upon which those funds are to be expended. At the time of adoption last year, only one year remained in the original Measure I program. Therefore, SANBAG asked agencies to adopt a six-year program. This Six-Year Capital Improvement Program was adopted last year by Resolution No. 09-2812.

Resolution No. 09-2812 listed various projects proposed to be funded by Measure I. The listed projects included continued funding for Mission Boulevard and added pavement maintenance throughout the City. Staff now proposes modifying the list to include potential funding for the Monte Vista Avenue/Union Pacific Grade Separation Project.

Most, but not all, of the right-of-way acquisition required for the grade separation project has been completed. The City has been reimbursed by the state for these acquisitions through funding provided under the Traffic Congestion Relief Act of 2000. These funds are nearly exhausted, but there is still some right-of-way left to be acquired. Staff is currently pursuing additional funding through SANBAG. The City also has $1.6 million of federal High Priority Project (HPP) available for this project. Although the funds are identified for construction, staff is working with Congressman Dreier's office to have the funds redesignated for environmental clearance, right-of-way acquisition, and construction. If successful, the federal money would require a local match of up to 20 percent. If unsuccess-ful, the Measure I funds could still be used to assist with right-of-way costs.

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

FISCAL IMPACT: SANBAG has estimated that the City would receive $2,719,153 through Measure I during the six-year period covered by fiscal years 2009-10 through 2014-15. Adoption of Resolution No. 10-2829 would allow the City to continue to receive Measure I subventions and apply some of it towards the Monte Vista Avenue/Union Pacific Grade Separation Project.

RECOMMENDATION: Staff recommends the City Council adopt Resolution No. 10-2829 modifying the City's Measure I Six-Year Capital Improvement Program.

RESOLUTION NO. 10-2829

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MONTCLAIR MODIFYING THE SIX-YEAR CAPITAL IMPROVEMENT PROGRAM

WHEREAS, San Bernardino County voters approved passage of Measure I 1990-2010 in November 1989 and renewed as Measure I 2010-2040 in November 2004 authorizing San Bernardino Associated Governments, acting as the San Bernardino County Transportation Authority, to impose a one-half of one percent retail transactions and use tax applicable in the incorporated and unincorporated territory of the County of San Bernardino; and

WHEREAS, revenue from the tax can only be used for transportation improvement and traffic management programs authorized in the Expenditure Plans set forth in Ordinance No. 89-1 of the Authority; and

WHEREAS, Expenditure Plans of the Ordinance require each local jurisdiction receiving revenue from the tax to expend those funds pursuant to a Capital Improvement Program adopted by resolution of the local jurisdiction; and

WHEREAS, Expenditure Plans of the Ordinance also require that each local jurisdiction annually adopt and update its Capital Improvement Program; and

WHEREAS, modifications to the Capital Improvement Program require City Council approval.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Montclair hereby modifies the Measure I Six-Year Capital Improvement Program and Expenditure Strategy, copies of which are attached to this Resolution.

APPROVED AND ADOPTED this XX day of XX, 2010.

_____
Mayor

ATTEST:

_____
City Clerk

I, Donna M. Jackson, City Clerk of the City of Montclair, DO HEREBY CERTIFY that Resolution No. 10-2829 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, 2010, and that it was adopted by the following vote, to-wit:

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

_____
Donna M. Jackson
City Clerk

CITY OF MONTCLAIR

EXPENDITURE STRATEGY

2009/2010

With the adoption of Measure I in 1989, the City of Montclair committed the revenue to be generated from the tax to the rehabilitation of the Mission Boulevard Corridor. This two-and-one-quarter-mile corridor extends from the Los Angeles County line at the San Antonio Channel to the City of Ontario at Benson Avenue. The rehabilitation work, mostly now complete, included pavement resurfacing/replacement; installation of curb, gutter, and sidewalk; modifications to or installation of new traffic signals; construction of a landscaped median; and installation of street lighting. Because of the size of the project and the associated cost, the project was completed in multiple phases.

Remaining Mission Boulevard work is expected to be completed by the end of 2010 and is, therefore, still shown in the six-year Measure I Capital Improvement Program. With the completion of the Mission Boulevard improvements, the City will focus on construction of the Monte Vista Avenue and Union Pacific Railroad Grade Separation Project and pavement infrastructure maintenance and rehabilitation.

CITY OF MONTCLAIR

MEASURE I SIX-YEAR PLAN 2009/2015

YEAR	STREET & LIMITS	IMPROVEMENT	COST ESTIMATE
2009/2010	Phase 7 Mission Boulevard-Pipeline Avenue to 600 feet east of Pipeline Avenue. Phase 8 Mission Boulevard-Ada Avenue to Benson Avenue. Phase 9 Mission Boulevard-Pipeline Avenue to west City Limit.	This multi-phased, multi-year project includes curb, gutter, and sidewalk construction; pavement rehabilitation; storm drain construction; traffic signal modifications as necessary; street lighting; and median and parkway landscaping.	$4,800,000
2009/2010	Monte Vista Avenue and Union Pacific Grade Separation Project	Complete grade separation at subject location including acquisition of right-of-way, NEPA compliance, and construction	$2,000,000
2010/2011	Pavement Rehabilitation-Various Locations	Grind and overlay including application of pavement fabric as necessary.	$500,000
2011/2012	Pavement Rehabilitation-Various Locations	Grind and overlay including application of pavement fabric as necessary.	$500,000
2012/2013	Pavement Rehabilitation-Various Locations	Grind and overlay including application of pavement fabric as necessary.	$500,000
2013/2014	Pavement Rehabilitation-Various Locations	Grind and overlay including application of pavement fabric as necessary.	$500,000
2014/2015	Pavement Rehabilitation-Various Locations	Grind and overlay including application of pavement fabric as necessary.	$500,000
		TOTAL	$9,300,000

Contact: Michael C. Hudson
City Engineer
909-625-9441
Resolution No. 10-2829

Measure I Revenue Estimate (6 years) $2,719,153

MINUTES OF THE MEETING OF THE MONTCLAIR PERSONNEL COMMITTEE HELD ON MONDAY, FEBRUARY 1, 2010, AT 8:15 P.M. IN THE CITY ADMINISTRATIVE OFFICES, 5111 BENITO STREET, MONTCLAIR, CALIFORNIA

I. CALL TO ORDER

Mayor Eaton called the meeting to order at 8:15 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 January 19, 2010.

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 January 19, 2010.

IV. PUBLIC COMMENT - None

V. CLOSED SESSION

At 8:16 p.m., the Personnel Committee went into Closed Session regarding personnel matters related to appointments, resignations/ terminations, and evaluations of employee performance.

At 8:28 p.m., the Personnel Committee returned from Closed Session. Mayor Eaton stated that no announcements would be made at this time.

VI. ADJOURNMENT

At 8:28 p.m., Mayor Eaton adjourned the Personnel Committee.

Submitted for Personnel Committee approval,

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