

**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

March 1, 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](http://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. Proclamation Honoring OPARC on its 60th Anniversary

**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. Consider Approval of Tentative Parcel Map No. 19246 to Subdivide a 2.57-Acre Site Into Three Parcels at 5436-5440 Arrow Highway [CC]

**VIII. CONSENT CALENDAR**

A. Approval of Minutes

1. Minutes of Regular Joint Council/Agency/MHC Meeting of February 16, 2010

B. Administrative Reports

1. Consider Approval of Filing of a Notice of Completion for City of Montclair Police Department Facility Bid Package No. 15-Ceramic Tile and Terrazzo, Reduction of Faithful Performance Bond to 10 Percent, and Retention of Payment Bond for Six Months [CC]

Consider Release of Retention 30 Days After Recordation of Notice of Completion [CC] 6

2. Consider Declaring One 1991 Impala Travel Trailer As Surplus and Authorizing Staff to Sell, Donate, or Demolish It [CC] 8

3. Consider Approval of Warrant Register and Payroll Documentation [CC] 10

C. Agreements

1. Consider Redevelopment Agency Board of Directors' Approval of Agreement Nos. 10-16 Through 10-21, Rehabilitation Grant Agreements by and Between the City of Montclair Redevelopment Agency and Exterior Housing Improvements Program Participants [CC] 11

2. Consider Approval of Agreement No. 10-22 with Cavalier Construction for Miscellaneous Improvements at the Civic Center [CC] 20

D. Resolutions

1. Consider Adoption of Resolution No. 10-2830 Authorizing Placement of Liens on Certain Properties for Delinquent Sewer and Trash Charges [CC] 27

**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 Real Estate Committee Meeting of January 25, 2010 34
  - 2. Minutes of the Personnel Committee Meeting of February 16, 2010 36

**NOTE:** The City Council/Redevelopment Agency/Montclair Housing Corporation Meeting of March 15, 2010, has been cancelled because of the lack of a quorum.

**XII. ADJOURNMENT OF CITY COUNCIL AND MONTCLAIR HOUSING CORPORATION BOARD OF DIRECTORS**

This evening's meeting will be adjourned in memory of City employee and friend Timothy Bissett who sadly passed away on Saturday, February 20, 2010, after a courageous battle with cancer. Tim was the City's Deputy Fire Marshal and was employed with the City of Montclair for 31 years.

This evening's meeting will be also be adjourned in memory of cherished longtime Montclair resident and friend, Mrs. Juanita Vodvarka, beloved wife of Planning Commissioner Donald Vodvarka, who sadly passed away on Thursday, February 18, 2010, at the age of 101 years old, after a brief illness.

*The next regularly scheduled City Council, Redevelopment Agency, and Montclair Housing Corporation meetings will be held on Monday, April 5, 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 25, 2010.*

# AGENDA REPORT

**SUBJECT:** CONSIDER APPROVAL OF TENTATIVE  
PARCEL MAP NO. 19246 TO SUBDIVIDE A  
2.57-ACRE SITE INTO THREE PARCELS AT  
5436-5440 ARROW HIGHWAY

**DATE:** March 1, 2010  
**SECTION:** PUBLIC HEARINGS  
**ITEM NO.:** A

**BUSINESS  
PLAN:** N/A

**FILE I.D.:** LDU600  
**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" multi-tenant 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:** The Planning Commission and staff recommend the City Council approve Tentative Parcel Map No. 19246 to subdivide a 2.57-acre site into three separate parcels at 5436-5440 Arrow Highway.

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Prepared by: *Gene Lustro* Reviewed and Approved by: *Gene Lustro*  
Proofed by: *Anna Berke* Presented by: *Gene Lustro*

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## AGENDA REPORT

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<b>SUBJECT:</b> CONSIDER APPROVAL OF FILING OF A NOTICE OF COMPLETION FOR CITY OF MONTCLAIR POLICE DEPARTMENT FACILITY BID PACKAGE NO. 15-CERAMIC TILE AND TERRAZZO, REDUCTION OF FAITHFUL PERFORMANCE BOND TO 10 PERCENT, AND RETENTION OF PAYMENT BOND FOR SIX MONTHS	<b>DATE:</b> March 1, 2010 <b>SECTION:</b> ADMIN. REPORTS <b>ITEM NO.:</b> 1 <b>FILE I.D.:</b> PDT765 <b>DEPT.:</b> PUBLIC WORKS
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CONSIDER RELEASE OF RETENTION 30 DAYS AFTER RECORDATION OF NOTICE OF COMPLETION

**BUSINESS**

**PLAN:** STRATEGIC PRIORITY NOS. 4 AND 5

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

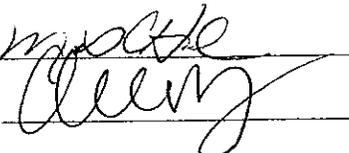
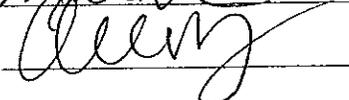
**Approval of this Notice of Completion would satisfy a portion of Strategic Priority Nos. 4 and 5 as contained in Montclair's "Business Plan."**

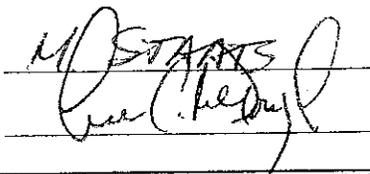
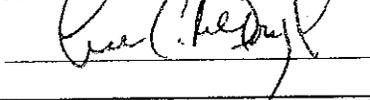
**BACKGROUND:** On September 5, 2006, the City Council awarded 20 of 22 separate construction contracts necessary to construct the City's new Police Department facility. Bid Package No. 15-Ceramic Tile and Terrazzo was awarded to KJ Carpet Wholesale, Inc. All Bid Package No. 15-Ceramic Tile and Terrazzo work pursuant to Agreement No. 06-133 has been completed in a satisfactory manner. There have been no Stop Notices submitted against this contract nor are any expected.

**FISCAL IMPACT:** Bid Package No. 15-Ceramic Tile and Terrazzo was awarded to KJ Carpet Wholesale, Inc., in the amount of \$315,544. Construction change orders totaling \$40,614 were written for this contract, reducing the total contract amount to \$274,930.

**RECOMMENDATION:** Staff recommends the City Council take the following actions related to City of Montclair Police Department Facility Bid Package No. 15-Ceramic Tile and Terrazzo:

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

Reviewed and Approved by:   
Presented by: 

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RECORDING REQUESTED BY  
AND WHEN RECORDED MAIL TO:

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

APN NO. : 1007-711-07

(Space above this line for Recorder's Use)

## NOTICE OF COMPLETION

NOTICE is hereby given that:

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

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

The work was completed on that certain work known as Police Department Facility-Bid Package No. 15

for the undersigned City of Montclair, a Municipal Corporation, on the 19th day of February, 2010

The City accepted the job on the 1st day of March, 2010

The Contractor on said job was KJ Carpet Wholesale  
1814 South Reservoir Street  
Pomona, CA 91768

The improvement consisted of Ceramic Tile and Terrazzo

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

### VERIFICATION

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

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

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

Executed on: \_\_\_\_\_ at 5111 Benito Street, Montclair, California

\_\_\_\_\_  
City Engineer, City of Montclair

## AGENDA REPORT

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<b>SUBJECT:</b> CONSIDER DECLARING ONE 1991 IMPALA TRAVEL TRAILER AS SURPLUS AND AUTHORIZING STAFF TO SELL, DONATE, OR DEMOLISH IT	<b>DATE:</b> March 1, 2010 <b>SECTION:</b> ADMIN. REPORTS <b>ITEM NO.:</b> 2 <b>FILE I.D.:</b> STA110
<b>BUSINESS PLAN:</b> STRATEGIC PRIORITY NO. 6	<b>DEPT.:</b> PUBLIC WORKS

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**REASON FOR CONSIDERATION:** Disposal of City property requires City Council approval.

**Approval of this item would satisfy a portion of City of Montclair Business Plan Strategic Priority No. 6 as contained in Montclair's "Business Plan."**

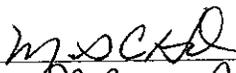
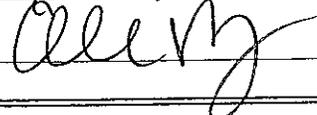
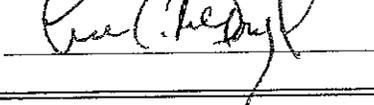
**BACKGROUND:** In preparation for construction of the Monte Vista Avenue/Union Pacific Railroad Grade Separation Project, the City has acquired a number of easements and properties. In many cases, tenant relocations have been required. One such easement acquisition required the relocation of a tenant who was living in a travel trailer on property located at 4790 Mission Boulevard. The tenant has been relocated to an assisted living facility, and the travel trailer now belongs to the City.

Staff has attempted to find either a buyer for the travel trailer or a nonprofit organization in need of such a vehicle. If staff is unsuccessful in finding anyone to acquire the travel trailer, then staff would recommend that it be demolished.

**FISCAL IMPACT:** The City paid \$1,500 for the 1991 Impala travel trailer. If the City is unable to find a purchaser for the travel trailer or a nonprofit entity interested in a donation, the trailer will be demolished. The City would still be able to recover the cost through the state either under the Transportation Relief Act Program or through the Public Utilities Commission Grade Separation Program.

**RECOMMENDATION:** Staff recommends the City Council declare one 1991 Impala travel trailer as surplus and authorize staff to sell, donate, or demolish it.

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

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# BILL OF SALE

A Public Service Agency

## VEHICLE/VESSEL DESCRIPTION

IDENTIFICATION NUMBER	YEAR MODEL	MAKE	LICENSE PLATE/CF #	MOTORCYCLE ENGINE #
12380	1991	IMPALA	1AC3323	N/A

I/We Walter E. Johnson (PRINT SELLER'S NAME(S)) sell, transfer, and deliver the above vehicle/vessel

to City of Montclair (PRINT BUYER'S NAME(S)) on 

		2	0	1	0
MO	DAY	YR			

 for the amount of 

\$ 1,500.00
-------------

 (SELLING PRICE)

If this was a gift, indicate relationship: N/A (e.g., parents, spouse, friend, etc.) 

\$
----

 (GIFT VALUE)

### SELLER

**I certify (or declare) under penalty of perjury under the laws of the State of California that the foregoing is true and correct.**

PRINT NAME Walter E. Johnson	SIGNATURE <i>Walter E. Johnson</i>	DATE	DL. ID OR DEALER #
PRINT NAME	SIGNATURE X	DATE	DL. ID OR DEALER #
MAILING ADDRESS 4848 Mission Blvd.	CITY Montclair	STATE CA	ZIP 91762
			DAYTIME PHONE # (909) 257-6661

### BUYER

PRINT NAME City of Montclair			
PRINT NAME			
MAILING ADDRESS 5111 Benito St.	CITY Montclair	STATE CA	ZIP 91763

REG 135 (REV. 2/2007) WWW

CUT ON LINE AND SAVE FOR YOUR RECORDS



# BILL OF SALE

A Public Service Agency

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MO	DAY	YR			

 for the amount of 

\$ 1,500.00
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\$
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 (GIFT VALUE)

### SELLER

**I certify (or declare) under penalty of perjury under the laws of the State of California that the foregoing is true and correct.**

PRINT NAME Walter E. Johnson	SIGNATURE X	DATE	DL. ID OR DEALER #
PRINT NAME	SIGNATURE X	DATE	DL. ID OR DEALER #
MAILING ADDRESS 4848 Mission Blvd.	CITY Montclair	STATE CA	ZIP 91762
			DAYTIME PHONE # (909) 257-6661

### BUYER

PRINT NAME City of Montclair			
PRINT NAME			
MAILING ADDRESS 5111 Benito St.	CITY Montclair	STATE CA	ZIP 91763

REG 135 (REV. 2/2007) WWW

## AGENDA REPORT

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<b>SUBJECT:</b> CONSIDER APPROVAL OF WARRANT REGISTER AND PAYROLL DOCUMENTATION	<b>DATE:</b> March 1, 2010
	<b>SECTION:</b> ADMIN. REPORTS
	<b>ITEM NO.:</b> 3
	<b>FILE I.D.:</b> FIN540
<b>BUSINESS PLAN:</b> N/A	<b>DEPT.:</b> ADMIN. SVCS.

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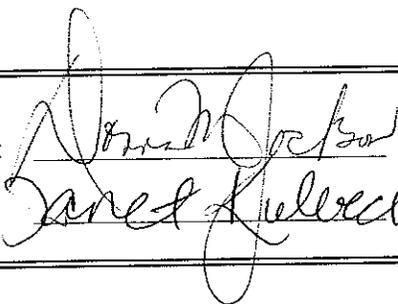
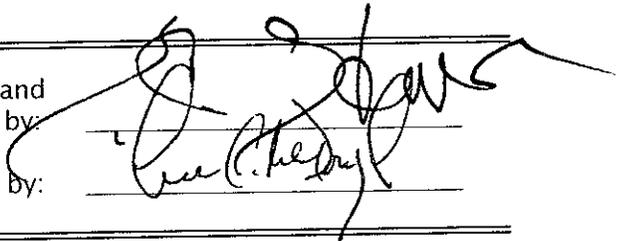
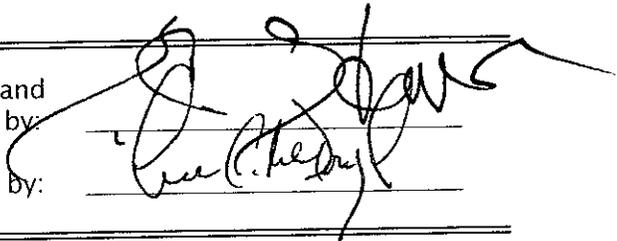
**REASON FOR CONSIDERATION:** The City Council is requested to consider approval of the Warrant Register and Payroll Documentation.

**BACKGROUND:** Mayor Pro Tem Dutrey has examined the Warrant Register dated March 1, 2010, and Payroll Documentation dated January 17, 2010, finds them to be in order and recommends their approval.

**FISCAL IMPACT:** The Warrant Register dated March 1, 2010, totals \$1,191,471.62. The Payroll Documentation dated January 17, 2010, totals \$590,749.60, with \$443,839.02 being the total cash disbursement.

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

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

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## AGENDA REPORT

**SUBJECT:** CONSIDER REDEVELOPMENT AGENCY BOARD OF DIRECTORS' APPROVAL OF AGREEMENT NOS. 10-16 THROUGH 10-21, REHABILITATION GRANT AGREEMENTS BY AND BETWEEN THE CITY OF MONTCLAIR REDEVELOPMENT AGENCY AND EXTERIOR HOUSING IMPROVEMENT PROGRAM PARTICIPANTS

**DATE:** March 1, 2010  
**SECTION:** AGREEMENTS  
**ITEM NO.:** 1  
**FILE I.D.:** RDA720  
**DEPT.:** REDEVELOPMENT

**BUSINESS**

**PLAN:** N/A

**REASON FOR CONSIDERATION:** The Redevelopment Agency Board of Directors is requested to consider approval of Rehabilitation Grant Agreement Nos. 10-16 through 10-21 by and between the City of Montclair Redevelopment Agency and participants in the Exterior Housing Improvement Program (EHIP). Information on the proposed EHIP participants is contained on Exhibit A to the agenda report.

Copies of Proposed Agreement Nos. 10-16 through 10-21 are included in the agenda packet for the Redevelopment Agency Board's review and consideration.

**BACKGROUND:** As the Agency Board will recall, EHIP was reviewed on September 8, 2009, and certain recommendations were approved. EHIP will now consist of offering two different landscape options. One choice involves the use of turf and the other choice involves only the use of drought-tolerant plantings. The first choice being the traditional EHIP is designed to provide rehabilitation grants in an amount up to \$7,000 for owner-occupied residences and \$3,000 for nonowner-occupied residences for exterior improvements to single-family homes. The second choice is designed to provide rehabilitation grants in an amount up to \$10,000 for owner-occupied residences for exterior improvements to single-family homes. The moneys would allow the Agency to provide enhanced landscape plantings and incorporate hardscape for installation of a 100 percent drought-tolerant design. Participants of the second option would be required to complete landscape classes offered by Chino Basin Water Conservation District, Monte Vista Water District, or another program approved by staff. It should be noted that the \$10,000 option plan agreement would include extending the Covenants, Conditions, and Restrictions (CC&Rs) from five years to seven years and would also incorporate a forgivable loan provision for the \$3,000 additional funding. The amount of the loan repayment would decline by one seventh per year or approximately \$429 per year for each year that the property is maintained.

Other significant improvements incorporated in both EHIP options include installation of rain sensors, use of only warm-season versus cool-season turf, and to discontinue

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Prepared by: Cecilia Leonard Reviewed and Approved by: M. STARRS  
Proofed by: Christine P. Walden Presented by: [Signature]

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installing EHIP landscaping during July, August, and September. These improvements were recommended while addressing the urgency of water conservation efforts and the guidelines for mandatory water conservation issued by Monte Vista Water District.

**FISCAL IMPACT:** The Agency Board approved funding for EHIP in the Fiscal Year 2009-10 Redevelopment Agency Budget.

**RECOMMENDATION:** Agency staff recommends the Redevelopment Agency Board of Directors approve Agreement Nos. 10-16 through 10-21, Rehabilitation Grant Agreements by and between the City of Montclair Redevelopment Agency and Exterior Housing Improvement Program participants.

## EXHIBIT A

Agreement Nos. 10-16 through 10-21

<i>Agreement Number</i>	<i>Applicant Name and Address</i>	<i>Option of Grant</i>
10-16	Michelle Licea 10199 Tudor Avenue	\$10,000 Exhibit B
10-17	Howard and Mary Watanabe 4711 Flora Street	\$ 7,000 Exhibit C
10-18	Jose and Aracely Giron 10073 Greenwood Avenue	\$ 7,000 Exhibit D
10-19	Leticia Martinez 10185 Poulsen Avenue	\$ 7,000 Exhibit E
10-20	Norberto and Herminia Capetillo 5353 Alamos Street	\$ 7,000 Exhibit F
10-21	Marjorie Mather 5495 Bonnie Brae Street	\$ 7,000 Exhibit G

Exhibit B

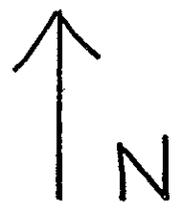
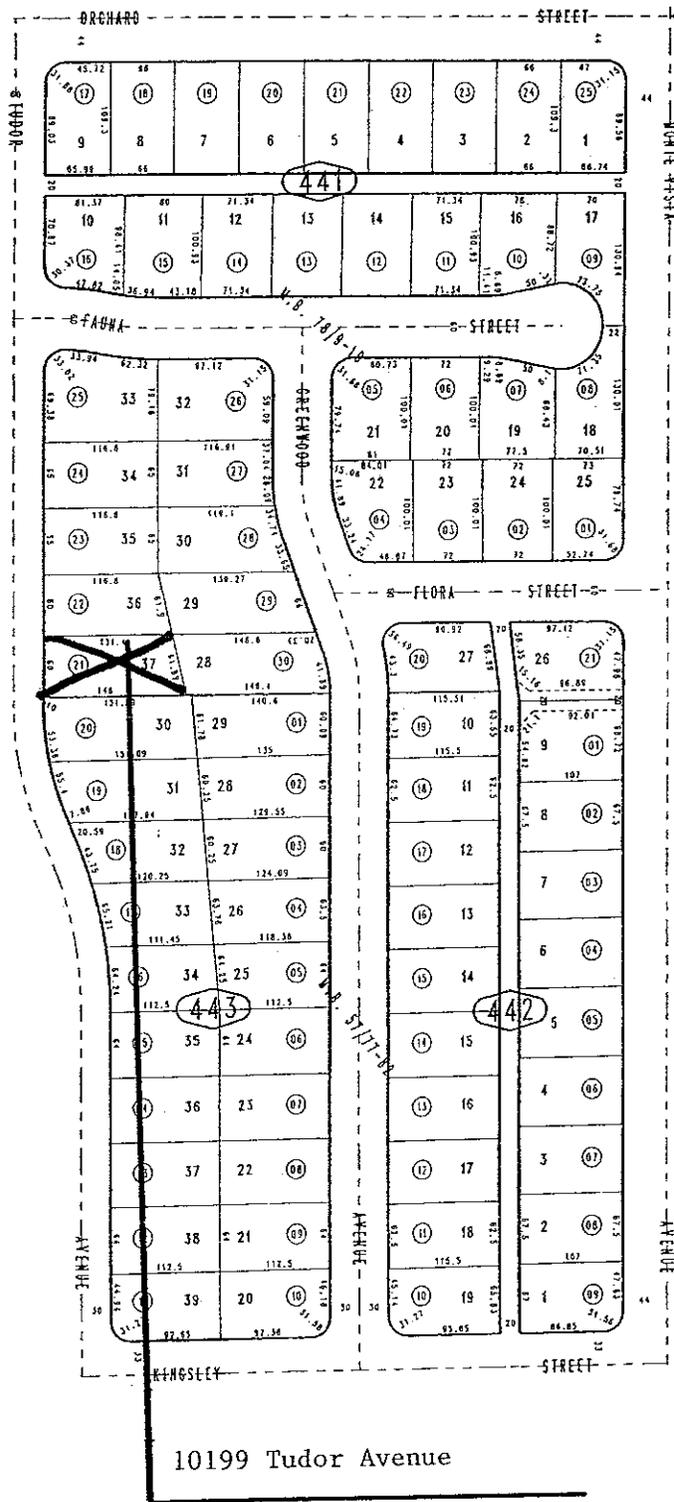


Exhibit C

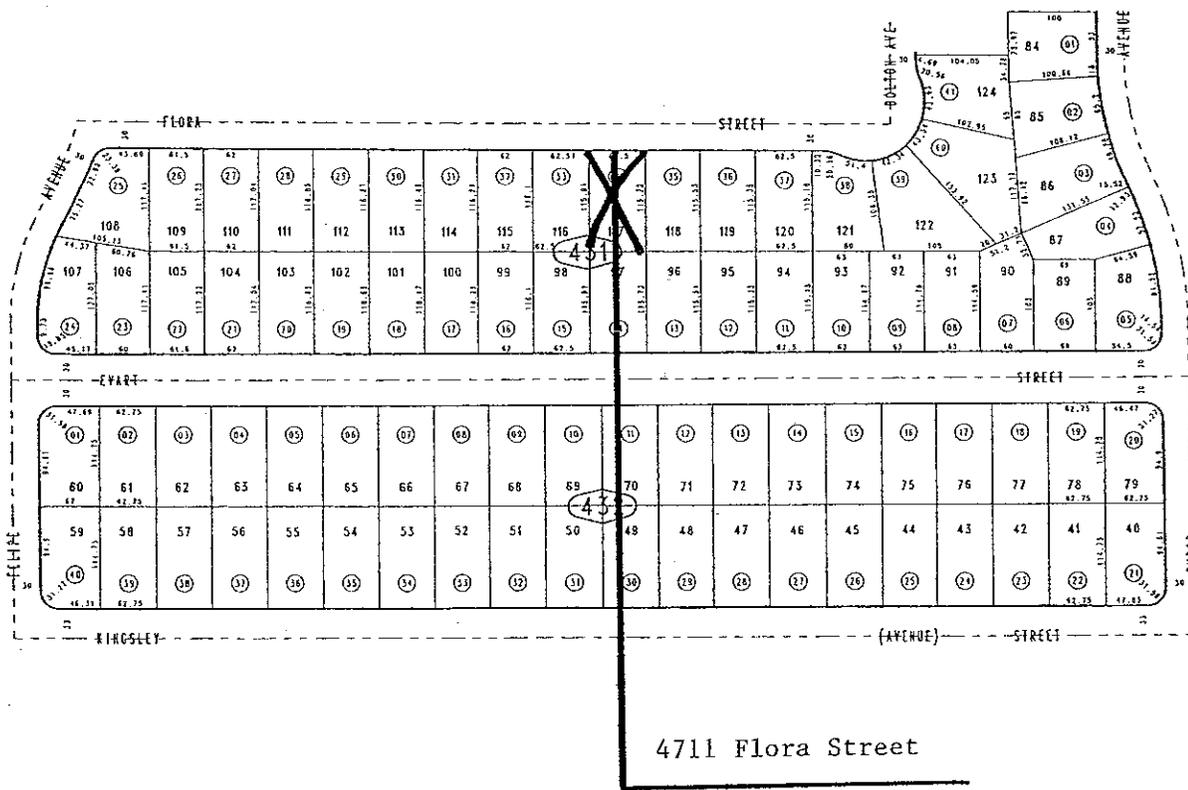


Exhibit D

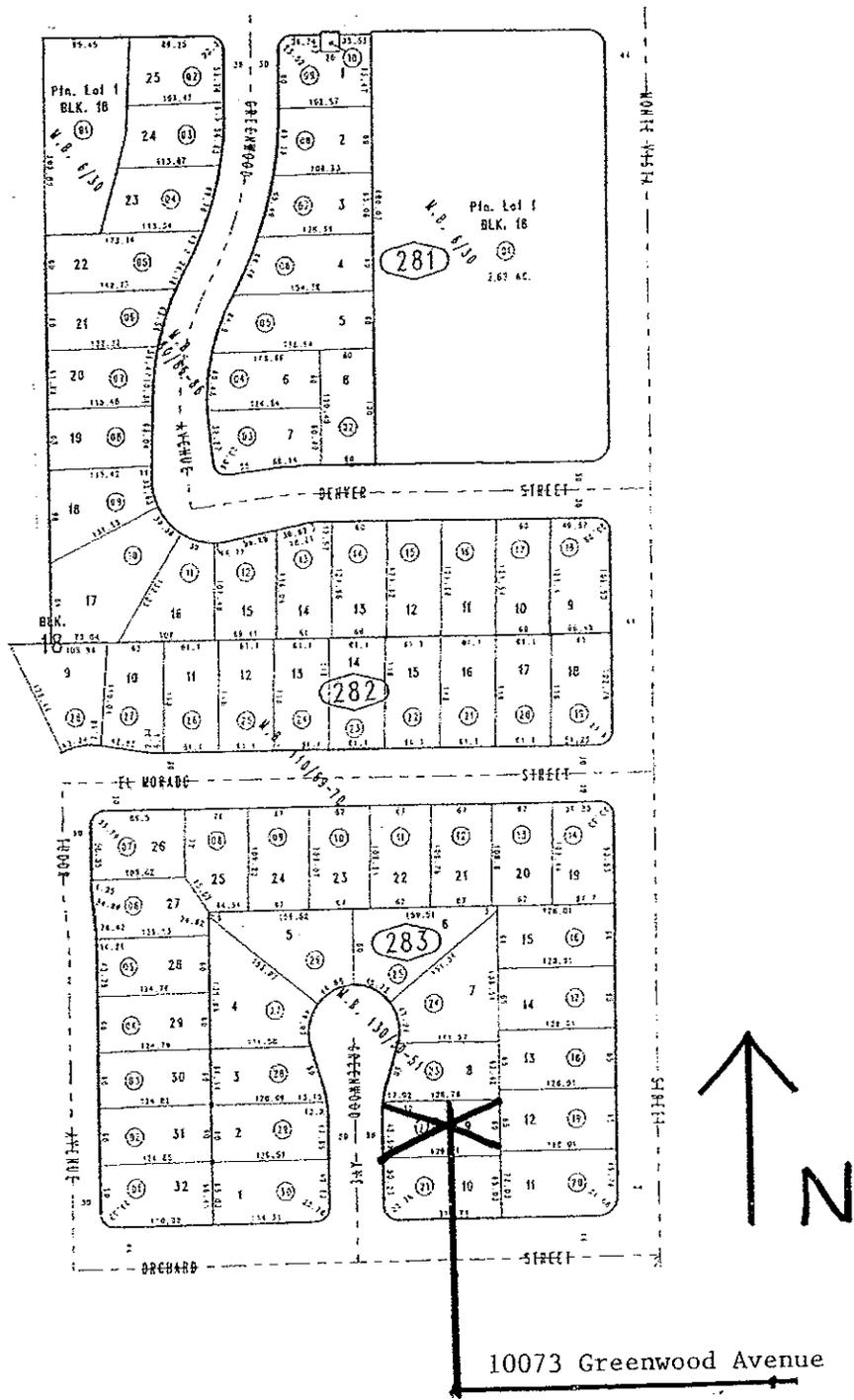


Exhibit E

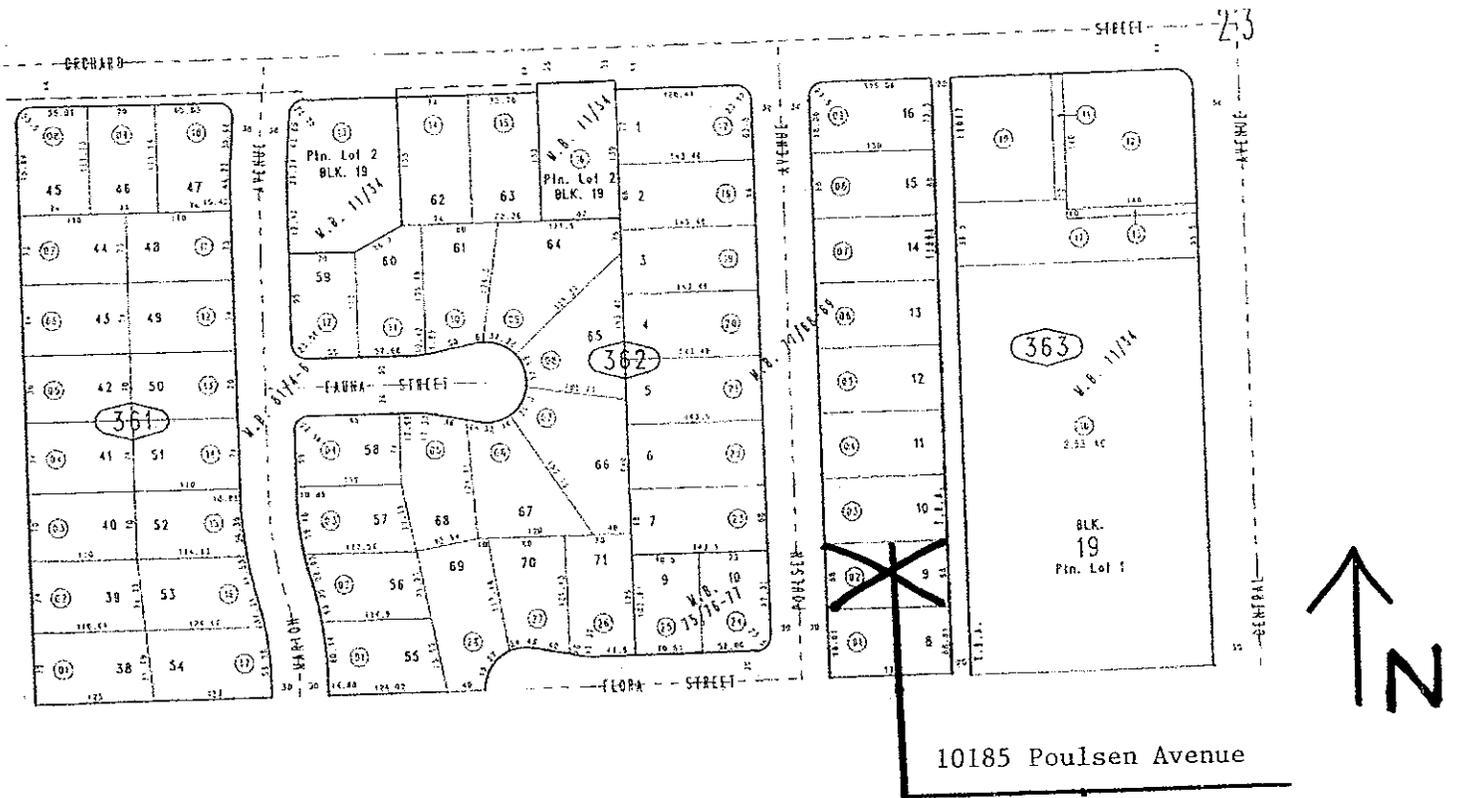


Exhibit F

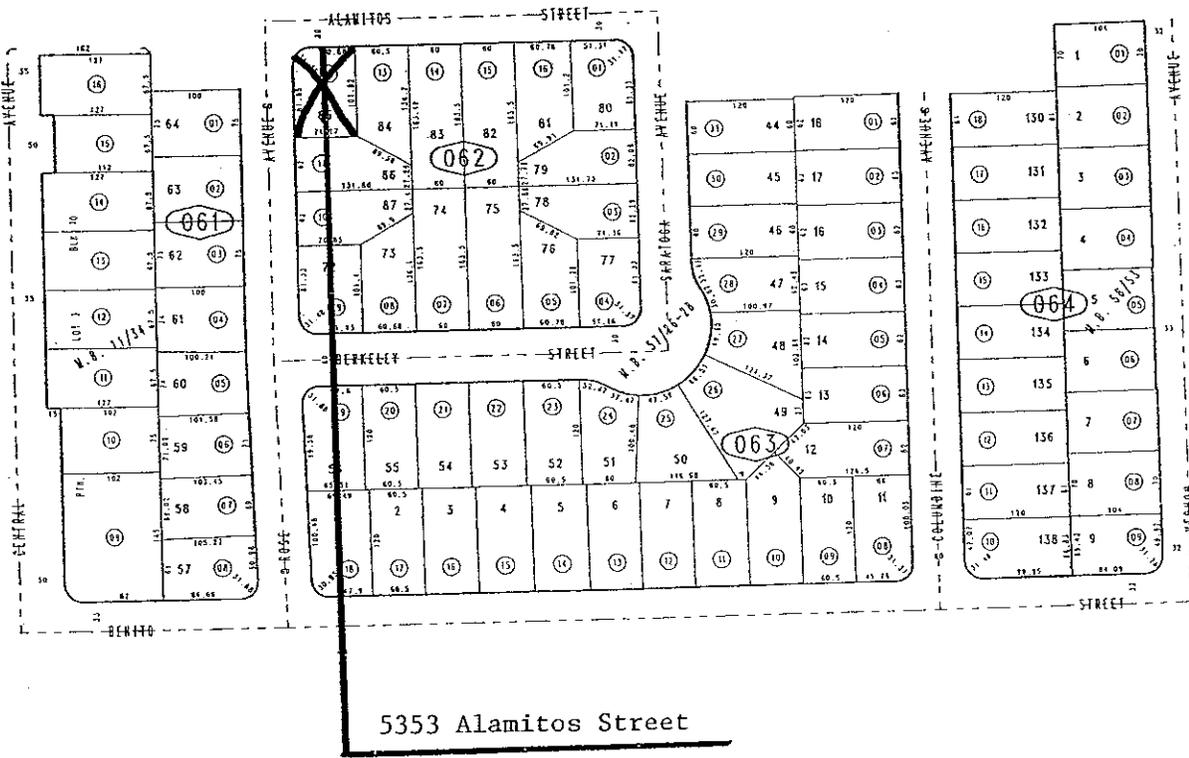
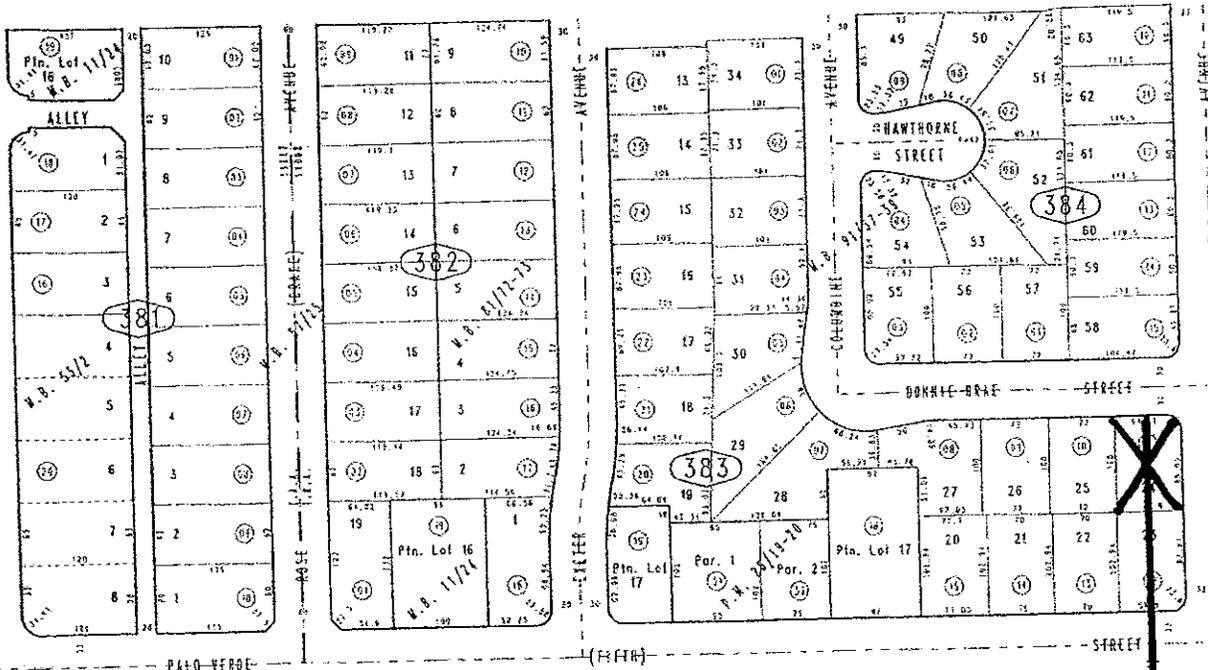


Exhibit G



5495 Bonnie Brae

## AGENDA REPORT

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<b>SUBJECT:</b> CONSIDER APPROVAL OF AGREEMENT NO. 10-22 WITH CAVALIER CONSTRUCTION FOR MISCELLANEOUS IMPROVEMENTS AT THE CIVIC CENTER	<b>DATE:</b> March 1, 2010 <b>SECTION:</b> AGREEMENTS <b>ITEM NO.:</b> 2 <b>FILE I.D.:</b> HSV151
<b>BUSINESS PLAN:</b> STRATEGIC PRIORITY NO. 3, GOAL 3	<b>DEPT.:</b> PUBLIC WORKS

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**REASON FOR CONSIDERATION:** In order to address minor construction needs not addressed in the City's current construction documents for the Youth Center, Senior Center, Community Center, Recreation building, and Library, staff finds it necessary to enter into an agreement with another general contractor to complete various improvements. Agreements require City Council approval.

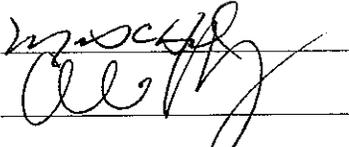
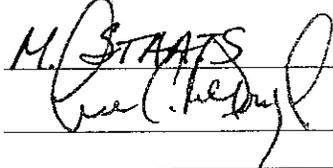
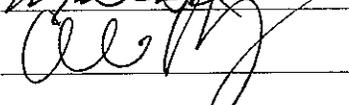
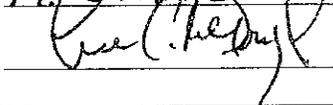
**Approval of proposed Agreement No. 10-22 would satisfy a portion of City of Montclair Business Plan Strategic Priority No. 3, Goal 3 as contained in Montclair's "Business Plan."**

**BACKGROUND:** On March 2, 2009, the City Council approved an agreement with KPRS Construction Services, Inc., to perform work related to the renovation of the former Police Department facility to convert it into a new Youth Center. Subsequent to that, the City awarded additional contracts to KPRS Construction Services, Inc., for the construction of a new Senior Center and minor work in the Community Center, Recreation building, and Library. As work progressed, it was found necessary to perform additional work or make changes that were not covered in the construction documents. In some cases, staff has been unable to come to an agreement with KPRS Construction Services, Inc., as to the value of these changes. Staff feels it is more prudent to hire another general contractor to perform the work that is not covered by the contract documents rather than to continue arguing the value of the work with its current contractor. Cavalier Construction has already demonstrated its ability to mobilize and perform quality work quickly. Cavalier Construction was used to modify the wall between the Youth Center and Skate Park prior to the dedication ceremony for the Youth Center.

Some of the work anticipated includes the following, none of which is covered in the construction documents for any of the Civic Center Improvement Projects:

- Installation of a sheet metal cover over exposed electrical conduit in the Community Center
- Installation of vinyl tiling in IT/NPDES portion of Youth Center
- Installation of canopy over rear entrance to IT/NPDES portion of Youth Center

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

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- Drywall repair in storage area of IT/NPDES portion of Youth Center
- Installation of rain gutters in various locations
- Installation of additional lights in various places
- Door replacement at City Yard

**FISCAL IMPACT:** Proposed Agreement No. 10-22 with Cavalier Construction is for \$50,000. Sufficient funds have already been appropriated for these projects.

**RECOMMENDATION:** Staff recommends the City Council approve Agreement No. 10-22 with Cavalier Construction for miscellaneous improvements at the Civic Center.

**AGREEMENT**

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

**A. Recitals.**

- (i) Pursuant to Request for Proposals, Proposal was received and opened.
- (ii) CITY did accept the bid of CONTRACTOR.
- (iii) CITY has authorized the City Clerk and Mayor to enter into a written contract with CONTRACTOR for furnishing labor, equipment, and material for the construction of:

**Miscellaneous Civic Center Improvements**

"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 as directed. Contractor is being hired on a time and materials basis to complete various items of work not completed by other Contractors on the construction of 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 the instructions of the City Engineer.
2. INCORPORATED DOCUMENTS TO BE CONSIDERED COMPLEMENTARY: 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. CONTRACT PRICE AND PAYMENT: CITY shall pay to the CONTRACTOR for furnishing the material and doing the prescribed work set forth by City on a "time and materials" basis for a total not to exceed the sum of \$50,000.00 (FIFTY THOUSAND DOLLARS AND NO CENTS).
4. INSURANCE: The CONTRACTOR shall not commence work under this contract until he has obtained all insurance required hereunder in a company or companies acceptable to CITY nor shall the CONTRACTOR allow any subcontractor to commence work on his subcontract until all insurance required of the subcontractor has been

obtained. The CONTRACTOR shall take out and maintain at all times during the life of this contract the following policies of insurance:

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

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

**"I am aware of the provisions of §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; \$1,000,000 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; \$1,000,000 each accident.
- (6) Automobile - Property Damage \$1,000,000 each accident.

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

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

- (2) Provides it shall not be canceled or altered without thirty (30) days' written notice thereof given to CITY by registered mail.
- d. Each such policy of insurance provided for in paragraph b. shall:
- (1) Be issued by an insurance company approved in writing by CITY, which is qualified to do business in the State of California;
  - (2) Name as additional insureds the CITY, its officers, agents and employees, and any other parties specified in the bid documents to be so included;
  - (3) Specify it acts as primary insurance and that no insurance held or owned by the designated additional insureds shall be called upon to cover a loss under said policy;
  - (4) Contain a clause substantially in the following words:  

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

5. CONTRACTOR'S LIABILITY: The City of Montclair and its respective officers, agents and employees shall not be answerable or accountable in any manner for any loss or damage that may happen to the project or any part thereof, or for any of the materials or other things used or employed in performing the project; or for injury or damage to any person or persons, either workmen, employees of the CONTRACTOR or his subcontractors or the public, whatsoever arising out of or in connection with the performance of the project. The CONTRACTOR shall be responsible for any damage or injury to any person or property resulting from defects or obstructions or from any cause whatsoever, except the sole negligence or willful misconduct of CITY, its employees, servants, or independent contractors who are directly responsible to CITY during the progress of the project or at any time before its completion and final acceptance.

The CONTRACTOR will indemnify CITY against and will hold and save CITY harmless from any and all actions, claims, damages to persons or property, penalties, obligations, or liabilities that may be asserted or claimed by any person, firm, entity, corporation, political subdivision, or other organization arising out of or in connection with the work,

operation, or activities of the CONTRACTOR, his agents, employees, subcontractors, or invitees provided for herein, whether or not there is concurrent passive or active negligence on the part of CITY, but excluding such actions, claims, damages to persons or property, penalties, obligations, or liabilities arising from the sole negligence or willful misconduct of CITY, its employees, servants, or independent contractors who are directly responsible to CITY, and in connection therewith:

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

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

6. NONDISCRIMINATION: No discrimination shall be made in the employment of persons upon public works because of the race, color, sex, sexual preference, sexual orientation, or religion of such persons, and every contractor for public works violating this section is subject to all the penalties imposed for a violation of Division 2, Part 7, Chapter 1 of the Labor Code in accordance with the provisions of § 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. TERMS OF CONTRACT: The CONTRACTOR agrees to execute the contract within ten (10) calendar days from receipt.

9. TERMINATION: The CITY may at any time, for any reason, with or without cause, suspend or terminate this Agreement upon ten days written notice. In the event of such termination, the City shall pay to CONTRACTOR for the work completed up to the time of termination.

10. ENTIRE AGREEMENT: This Agreement contains the entire understanding between the parties relating to the obligations of the parties described herein. 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.

11. GOVERNING LAW: The parties 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."

12. 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, CALIFORNIA

By: \_\_\_\_\_  
Mayor

Attest: \_\_\_\_\_  
City Clerk

CONTRACTOR:

Cavalier Construction  
Company Name

243 S. Wabash Avenue  
Address

Glendora, CA 91741  
City

By: \_\_\_\_\_  
(Signature)

By: \_\_\_\_\_  
(Print Name)

By: \_\_\_\_\_  
(Title)

## AGENDA REPORT

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<b>SUBJECT:</b> CONSIDER ADOPTION OF RESOLUTION NO. 10-2830 AUTHORIZING PLACEMENT OF LIENS ON CERTAIN PROPERTIES FOR DELINQUENT SEWER AND TRASH CHARGES	<b>DATE:</b> March 1, 2010 <b>SECTION:</b> RESOLUTIONS <b>ITEM NO.:</b> 1 <b>FILE I.D.:</b> STB300-17 <b>DEPT.:</b> ADMIN. SVCS.
<b>BUSINESS PLAN:</b> N/A	

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**REASON FOR CONSIDERATION:** Staff has identified 193 sewer and trash accounts in the odd-numbered-month billing cycle that are more than three billing periods delinquent. Pursuant to Montclair Municipal Code Chapter 1.12, these properties are subject to lien.

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

The 193 liens presented for approval are for accounts which are at least 90 days delinquent.

**FISCAL IMPACT:** Recoverable amount is \$24,634.35 plus \$9,650.00 in lien fees, for a total of \$34,284.35.

**RECOMMENDATION:** Staff recommends the City Council adopt Resolution No. 10-2830 authorizing placement of liens on certain properties for delinquent sewer and trash charges as listed on Exhibit A of said Resolution.

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Prepared by: <i>Janet Kullebeck</i>	Reviewed and Approved by: <i>[Signature]</i>
Proofed by: <i>Kathy Dalton</i>	Presented by: <i>[Signature]</i>

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**RESOLUTION NO. 10-2830**

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

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

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

**WHEREAS**, it has been determined that there are 193 sewer and/or trash accounts on which there are delinquencies in excess of 90 days; and

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

**WHEREAS**, the owners of these properties were notified on February 4, 2010, that their delinquent accounts are subject to causing a lien to be placed on their properties for settlement of such delinquencies; and

**WHEREAS**, the owners of these properties were again notified on February 18, 2010, and that such liens would be considered for approval by the Montclair City Council on Monday, March 1, 2010.

**NOW, THEREFORE, BE IT RESOLVED** that the City Council of the City of Montclair approve the placement of liens on the properties and in the amounts specified in Exhibit A, entitled *Report of Delinquent Civil Debts - March 2010*, attached hereto.

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

**APPROVED AND ADOPTED** this XX day of XX, 2010.

\_\_\_\_\_  
Mayor

**ATTEST:**

\_\_\_\_\_  
City Clerk

I, Donna M. Jackson, City Clerk of the City of Montclair, DO HEREBY CERTIFY that Resolution No. 10-2830 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

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Donna M. Jackson  
City Clerk

Exhibit A to Resolution No. 10 -2830  
Report of Delinquent Civil Debts - March 2010

Service Address	Account Type	Delinquency	Lien Fee	Total Lien Amount
9497 Del Mar Avenue	Residential	\$102.40	\$50.00	\$152.40
4447 Harvard Street	Residential	\$120.86	\$50.00	\$170.86
4328 Granada Street	Residential	\$102.48	\$50.00	\$152.48
9223 Ramona Avenue	Residential	\$102.66	\$50.00	\$152.66
10060 Camulos Avenue	Residential	\$102.48	\$50.00	\$152.48
9834 Galena Avenue	Residential	\$171.25	\$50.00	\$221.25
9641 Surrey Avenue	Residential	\$103.28	\$50.00	\$153.28
4274 San Bernardino Street	Residential	\$106.45	\$50.00	\$156.45
5628 Granada Street	Residential	\$102.48	\$50.00	\$152.48
9884 Coalinga Avenue	Residential	\$102.48	\$50.00	\$152.48
9585 Poulsen Avenue	Residential	\$100.46	\$50.00	\$150.46
4872 Olive Street	Residential	\$109.07	\$50.00	\$159.07
9795 Coalinga Avenue	Residential	\$102.48	\$50.00	\$152.48
9872 Coalinga Avenue	Residential	\$102.48	\$50.00	\$152.48
4426 Princeton Street	Residential	\$102.49	\$50.00	\$152.49
5438 Cambridge Street	Residential	\$102.03	\$50.00	\$152.03
9136 Ramona Avenue	Residential	\$102.48	\$50.00	\$152.48
5676 San Jose Street	Residential	\$102.48	\$50.00	\$152.48
5602 Deodar Street	Residential	\$140.33	\$50.00	\$190.33
5544 Caroline Street	Residential	\$150.85	\$50.00	\$200.85
5461 Deodar Street	Residential	\$100.50	\$50.00	\$150.50
9352 Rose Avenue	Residential	\$120.86	\$50.00	\$170.86
9341 Del Mar Avenue	Residential	\$171.25	\$50.00	\$221.25
5596 Hawthorne Street	Residential	\$102.48	\$50.00	\$152.48
5629 Bonnie Brae Street	Residential	\$101.87	\$50.00	\$151.87
5362 Palo Verde Street	Residential	\$215.94	\$50.00	\$265.94
9413 Rose Avenue	Residential	\$102.48	\$50.00	\$152.48
9414 Rose Avenue	Residential	\$102.48	\$50.00	\$152.48
9634 Marion Avenue	Senior	\$192.81	\$50.00	\$242.81
9567 Fremont Avenue	Residential	\$118.10	\$50.00	\$168.10
5490 Cambridge Street	Residential	\$105.07	\$50.00	\$155.07
5448 Cambridge Street	Residential	\$109.23	\$50.00	\$159.23
9561 Del Mar Avenue	Residential	\$110.18	\$50.00	\$160.18
4522 Bonnie Brae Street	Residential	\$112.52	\$50.00	\$162.52
9310 Felipe Avenue	Residential	\$171.25	\$50.00	\$221.25
9547 Camulos Avenue	Residential	\$102.44	\$50.00	\$152.44
9626 Greenwood Avenue	Residential	\$174.64	\$50.00	\$224.64
9522 Tudor Avenue	Residential	\$102.48	\$50.00	\$152.48
4372 San Bernardino Court	Residential	\$102.48	\$50.00	\$152.48
4418 Harvard Street	Residential	\$104.58	\$50.00	\$154.58
4372 Princeton Street	Residential	\$171.25	\$50.00	\$221.25
4433 San Bernardino Street	Residential	\$162.47	\$50.00	\$212.47
4833 San Bernardino Street	Residential	\$108.57	\$50.00	\$158.57
9795 Lindero Avenue	Residential	\$100.46	\$50.00	\$150.46
9776 Fremont Avenue	Residential	\$288.38	\$50.00	\$338.38
5356 Alamitos Street	Residential	\$102.43	\$50.00	\$152.43
5353 Rosewood Street	Residential	\$171.25	\$50.00	\$221.25

Service Address	Account Type	Delinquency	Lien Fee	Total Lien Amount
9863 Vernon Avenue	Residential	\$109.07	\$50.00	\$159.07
9851 Camarena Avenue	Residential	\$171.25	\$50.00	\$221.25
9767 Bolton Avenue	Residential	\$108.19	\$50.00	\$158.19
9877 Camulos Avenue	Residential	\$124.70	\$50.00	\$174.70
4585 James Street	Residential	\$102.48	\$50.00	\$152.48
9757 Camulos Avenue	Residential	\$102.47	\$50.00	\$152.47
9737 Camulos Avenue	Residential	\$100.46	\$50.00	\$150.46
4546 Benito Street	Residential	\$108.22	\$50.00	\$158.22
4164 Rudisill Street	Residential	\$171.25	\$50.00	\$221.25
4277 Granada Street	Residential	\$103.28	\$50.00	\$153.28
9910 Amherst Avenue	Residential	\$102.48	\$50.00	\$152.48
4421 El Morado Street	Residential	\$171.25	\$50.00	\$221.25
4461 El Morado Street	Residential	\$155.54	\$50.00	\$205.54
9935 Poulsen Avenue	Residential	\$102.48	\$50.00	\$152.48
10022 Rose Avenue	Residential	\$102.05	\$50.00	\$152.05
5360 Rudisill Street	Residential	\$117.18	\$50.00	\$167.18
9982 Bel Air Avenue	Residential	\$102.48	\$50.00	\$152.48
5616 Denver Street	Residential	\$171.25	\$50.00	\$221.25
9986 Benson Avenue	Residential	\$171.25	\$50.00	\$221.25
5690 Orchard Street	Residential	\$102.48	\$50.00	\$152.48
10043 Poulsen Avenue	Residential	\$171.25	\$50.00	\$221.25
10037 Geneva Avenue	Residential	\$171.25	\$50.00	\$221.25
10042 Lindero Avenue	Residential	\$171.25	\$50.00	\$221.25
4322 Orchard Street	Residential	\$195.45	\$50.00	\$245.45
9448 Benson Avenue	Senior	\$150.85	\$50.00	\$200.85
9601 Carrillo Avenue	Residential	\$102.48	\$50.00	\$152.48
10086 Lindero Avenue	Senior	\$148.90	\$50.00	\$198.90
9464 Carrillo Avenue	Residential	\$171.42	\$50.00	\$221.42
4424 San Jose Street #27	Residential	\$101.23	\$50.00	\$151.23
4712 Benito Street	Residential	\$110.43	\$50.00	\$160.43
5635 Caroline Street	Residential	\$290.65	\$50.00	\$340.65
9472 Rose Avenue	Residential	\$102.48	\$50.00	\$152.48
4864 Highland Street	Residential	\$117.17	\$50.00	\$167.17
4982 Granada Street	Residential	\$102.48	\$50.00	\$152.48
5182 Orchard Street	Residential	\$106.06	\$50.00	\$156.06
5572 Princeton Street	Residential	\$102.48	\$50.00	\$152.48
9598 Bolton Avenue	Residential	\$171.25	\$50.00	\$221.25
5250 Orchard Street	Residential	\$284.89	\$50.00	\$334.89
9243 Camulos Avenue	Residential	\$102.26	\$50.00	\$152.26
9875 Coalinga Avenue	Residential	\$102.44	\$50.00	\$152.44
4284 San Bernardino Street	Residential	\$104.46	\$50.00	\$154.46
4711 San Bernardino Street	Residential	\$102.48	\$50.00	\$152.48
9617 Surrey Avenue	Residential	\$102.26	\$50.00	\$152.26
5190 Howard Street A & B	Multifamily	\$204.93	\$50.00	\$254.93
9539 Ramona Avenue	Residential	\$102.48	\$50.00	\$152.48
9933 Lindero Avenue	Residential	\$100.46	\$50.00	\$150.46
9636 Helena Avenue	Residential	\$109.07	\$50.00	\$159.07
10036 Bel Air Avenue	Residential	\$102.26	\$50.00	\$152.26
4910 Holt Boulevard	Commercial	\$165.90	\$50.00	\$215.90

Service Address	Account Type	Delinquency	Lien Fee	Total Lien Amount
4430 Harvard Street	Residential	\$118.99	\$50.00	\$168.99
4424 San Jose Street #24	Residential	\$100.46	\$50.00	\$150.46
4854 San Bernardino Street	Residential	\$109.93	\$50.00	\$159.93
9587 Ramona Avenue	Residential	\$102.47	\$50.00	\$152.47
4683 Rosewood Street	Residential	\$102.49	\$50.00	\$152.49
4422 Denver Street	Residential	\$103.17	\$50.00	\$153.17
9527 Marion Avenue	Residential	\$102.48	\$50.00	\$152.48
5607 Denver Street	Residential	\$102.48	\$50.00	\$152.48
9950 Bel Air Avenue	Residential	\$102.48	\$50.00	\$152.48
5409 Rudisill Street	Residential	\$201.72	\$50.00	\$251.72
5544 Bonnie Brae Street	Residential	\$171.25	\$50.00	\$221.25
4382 Orchard Street	Residential	\$177.97	\$50.00	\$227.97
4771 Orchard Street	Residential	\$101.82	\$50.00	\$151.82
5596 Orchard Street	Residential	\$103.98	\$50.00	\$153.98
9760 Geneva Avenue	Residential	\$109.07	\$50.00	\$159.07
9254 Ramona Avenue	Residential	\$102.48	\$50.00	\$152.48
9566 Central Avenue	Residential	\$106.30	\$50.00	\$156.30
9725 Kimberly Avenue	Residential	\$102.48	\$50.00	\$152.48
9548 Camulos Avenue	Residential	\$149.52	\$50.00	\$199.52
9512 Camulos Avenue	Residential	\$102.58	\$50.00	\$152.58
4254 Denver Street	Residential	\$110.11	\$50.00	\$160.11
10025 Central Avenue	Residential	\$102.48	\$50.00	\$152.48
5606 Granada Street	Residential	\$123.60	\$50.00	\$173.60
9795 Monte Vista Avenue	Residential	\$102.44	\$50.00	\$152.44
9656 Benson Avenue	Residential	\$102.48	\$50.00	\$152.48
9820 Saratoga Avenue	Residential	\$124.70	\$50.00	\$174.70
4460 Benito Street	Residential	\$102.55	\$50.00	\$152.55
4372 Berkeley Street	Residential	\$102.51	\$50.00	\$152.51
9537 Marion Avenue	Residential	\$104.85	\$50.00	\$154.85
9986 Central Avenue	Residential	\$118.10	\$50.00	\$168.10
9762 Felipe Avenue	Residential	\$118.45	\$50.00	\$168.45
9974 Benson Avenue	Residential	\$167.84	\$50.00	\$217.84
10017 Columbine Avenue	Residential	\$103.09	\$50.00	\$153.09
5141-43 Harvard Street	Multifamily	\$204.92	\$50.00	\$254.92
5421 Rudisill Street	Residential	\$117.17	\$50.00	\$167.17
4424 San Jose Street #18	Residential	\$109.78	\$50.00	\$159.78
9720 Rose Avenue	Residential	\$112.90	\$50.00	\$162.90
9985 Geneva Avenue	Residential	\$102.49	\$50.00	\$152.49
4947 Granada Street	Residential	\$170.86	\$50.00	\$220.86
9855 Central Avenue	Residential	\$102.27	\$50.00	\$152.27
9611 Camulos Avenue	Residential	\$117.16	\$50.00	\$167.16
9025 Helena Avenue	Residential	\$102.48	\$50.00	\$152.48
4853 Cambridge Street	Residential	\$103.42	\$50.00	\$153.42
5402 Rosewood Street	Residential	\$102.30	\$50.00	\$152.30
9426 Camulos Avenue	Residential	\$117.78	\$50.00	\$167.78
4921 Benito Street	Residential	\$120.45	\$50.00	\$170.45
5400 La Deney Street	Residential	\$110.79	\$50.00	\$160.79
5402 Granada Street	Residential	\$102.26	\$50.00	\$152.26
9970 Pradera Avenue	Residential	\$195.45	\$50.00	\$245.45

Service Address	Account Type	Delinquency	Lien Fee	Total Lien Amount
5121 Merle Street	Multifamily	\$183.85	\$50.00	\$233.85
5131 Merle Street	Multifamily	\$183.85	\$50.00	\$233.85
5103 Aspen Drive	Residential	\$102.49	\$50.00	\$152.49
10046 Fremont Avenue	Residential	\$109.07	\$50.00	\$159.07
5382 Berkeley Street	Residential	\$102.48	\$50.00	\$152.48
10075 Vernon Avenue	Residential	\$102.42	\$50.00	\$152.42
10081 Mills Avenue	Residential	\$102.49	\$50.00	\$152.49
4667 Allesandro Street	Residential	\$102.48	\$50.00	\$152.48
9025 Lindero Avenue	Residential	\$100.46	\$50.00	\$150.46
9966 Rose Avenue	Residential	\$102.48	\$50.00	\$152.48
4775 Harvard Street	Residential	\$102.61	\$50.00	\$152.61
9852 Vernon Avenue	Residential	\$144.62	\$50.00	\$194.62
4787 State Street	Residential	\$157.53	\$50.00	\$207.53
4392 Brooks Street #C	Commercial	\$107.56	\$50.00	\$157.56
5356 Rosewood Street	Residential	\$102.26	\$50.00	\$152.26
9863 Coalinga Avenue	Residential	\$141.23	\$50.00	\$191.23
9434 Rose Avenue	Residential	\$102.48	\$50.00	\$152.48
9542 Pradera Avenue	Residential	\$120.85	\$50.00	\$170.85
10068 Rose Avenue	Residential	\$102.48	\$50.00	\$152.48
5470 Granada Street	Residential	\$103.41	\$50.00	\$153.41
9823 Fremont Avenue	Residential	\$102.48	\$50.00	\$152.48
4667 Holt Boulevard	Commercial	\$104.07	\$50.00	\$154.07
9607 Helena Avenue	Residential	\$171.25	\$50.00	\$221.25
9791 Helena Avenue	Residential	\$102.58	\$50.00	\$152.58
4304 Denver Street	Residential	\$115.13	\$50.00	\$165.13
11119 Roswell Avenue	Residential	\$127.85	\$50.00	\$177.85
5635 Palo Verde Street	Residential	\$102.48	\$50.00	\$152.48
4827 Howard Street	Residential	\$107.56	\$50.00	\$157.56
5562 San Bernardino Street	Residential	\$109.07	\$50.00	\$159.07
4267 Orchard Street	Residential	\$117.17	\$50.00	\$167.17
4478 Harvard Street	Residential	\$171.25	\$50.00	\$221.25
9620 Monte Vista Avenue	Residential	\$171.25	\$50.00	\$221.25
9315 Rose Avenue	Residential	\$101.31	\$50.00	\$151.31
9803 Lindero Avenue	Residential	\$102.55	\$50.00	\$152.55
5616 Alamitos Street	Senior	\$110.46	\$50.00	\$160.46
4277 Orchard Street	Residential	\$104.27	\$50.00	\$154.27
4797 Berkeley Street	Residential	\$110.30	\$50.00	\$160.30
10080 Amherst Avenue	Residential	\$109.07	\$50.00	\$159.07
5353 Berkeley Street	Residential	\$100.46	\$50.00	\$150.46
9641 Helena Avenue	Residential	\$102.48	\$50.00	\$152.48
9761 Felipe Avenue	Residential	\$100.46	\$50.00	\$150.46
9997 Del Mar Avenue	Residential	\$195.45	\$50.00	\$245.45
4370 Holt Boulevard	Commercial	\$517.84	\$50.00	\$567.84
10085 Amherst Avenue	Residential	\$107.42	\$50.00	\$157.42
9932 Santa Anita Avenue	Residential	\$171.25	\$50.00	\$221.25
4560 Rosewood Street	Residential	\$171.25	\$50.00	\$221.25
9768 Fremont Avenue	Residential	\$171.25	\$50.00	\$221.25
9995 Mills Avenue	Multifamily	\$198.29	\$50.00	\$248.29
		<b>\$24,634.35</b>	<b>\$9,650.00</b>	<b>\$34,284.35</b>

**MINUTES OF THE CITY OF MONTCLAIR  
REAL ESTATE COMMITTEE MEETING  
HELD ON MONDAY, JANUARY 25,  
2010, AT 7:00 A.M. IN THE CITY HALL  
CONFERENCE ROOM, 5111 BENITO  
STREET, MONTCLAIR, CALIFORNIA**

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**I. CALL TO ORDER**

Mayor Eaton called the meeting to order at 7:00 a.m.

**II. ROLL CALL**

Present: Mayor Eaton; Mayor Pro Tem Dutrey; Director of Redevelopment/Public Works Staats; Assistant Director of Redevelopment Caldwell; Economic Development Coordinator Flores; Redevelopment and Housing Associate Leonard; Director of Community Development Lustro; City Planner Diaz

Guests: **Mr. James L. Atkins, Merlone Geier Partners; Mr. Garth Erdossy, GLJ Partners; Mr. Brad Buller, Land Matters**

**III. APPROVAL OF MINUTES**

Minutes of the Real Estate Committee meeting of June 16, 2009, were approved.

**IV. PUBLIC COMMENT - None**

**V. DISCUSSION REGARDING PROPOSED DEVELOPMENT BY MERLONE GEIER PARTNERS FOR THE PROPERTY LOCATED AT THE NORTH-EAST CORNER OF MONTE VISTA AVENUE AND MORENO STREET**

**Merlone Geier Partners (MGP)** representatives made a presentation to the Real Estate Committee describing in detail their proposed residential project. The project, a 385-unit rental development, would accommodate a number of different types of housing units. The proposed units include studios, one-bedroom flats, two- and three-bedroom units, and townhome-style units. The project incorporates a Santa Barbara-style design and includes a central community park. **MGP** representatives stated that it is their desire to begin construction by the last quarter of 2010 in order to be poised for the economic rebound. The project is proposed as a rental project but with the intention of being converted to a condominium ownership project. The quality design of the development incorporates high-end elements and materials consistent with quality condominium projects. It is anticipated that the condominium conversion would take place within seven to ten years from construction completion. The developers further

added that the construction project would generate approximately 250 construction jobs and would create 12 new full-time permanent jobs. A simulated video presentation of the project was presented to the Committee.

The Committee recommended that the developer organize/prepare a tour for the City Council to visit similar residential developments.

#### VI. DISCUSSION OF EXTERIOR HOUSING IMPROVEMENT PROGRAM (EHIP)

Staff requested direction from the Real Estate Committee regarding the existing EHIP requirement that dwellings must be painted in conjunction with the landscape improvements. The Committee recommended that if it is determined by staff that the dwelling does not need painting (paint is in good condition or has been recently painted), the property owner could still participate in the program but that landscape improvements be capped at \$4,500. If it is determined that only the trim on the house needs painting, the maximum grant will be \$4,500 for landscape improvements plus the cost of painting the trim.

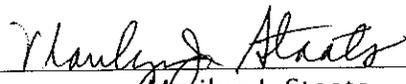
It was agreed that in order to participate in the \$10,000 Pilot Program, the dwelling would have to be painted. Those applicants whose residences do not need painting (paint is in good condition or has been recently painted) would be considered ineligible for the Pilot Program but may apply for the traditional EHIP.

Lastly, the Committee addressed the matter of participants desiring to keep their existing lawns. The Committee recommended that this be allowed so long as staff found the request to be warranted. It was determined that existing lawns must be free of weeds, mixtures, etc. Final determination regarding existing lawns would be based on the decision and experience of staff. Further, if an existing lawn is to remain, the Committee recommended that staff advise the owners that the lawn is not warranted under the program. Staff was directed to develop a set of written policies regarding these significant changes to EHIP.

#### VII. ADJOURNMENT

At 8:30 a.m., Mayor Eaton adjourned the Real Estate Committee.

Submitted for Real Estate Committee approval,

  
\_\_\_\_\_  
Marilyn J. Staats  
Director of Redevelopment/  
Public Works Department

**MINUTES OF THE MEETING OF THE MONTCLAIR  
PERSONNEL COMMITTEE HELD ON TUESDAY,  
FEBRUARY 16, 2010, AT 7:40 P.M. IN THE CITY  
ADMINISTRATIVE OFFICES, 5111 BENITO STREET,  
MONTCLAIR, CALIFORNIA**

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**I. CALL TO ORDER**

Mayor Eaton called the meeting to order at 7:40 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  
February 1, 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  
February 1, 2010.

**IV. PUBLIC COMMENT – None**

**V. CLOSED SESSION**

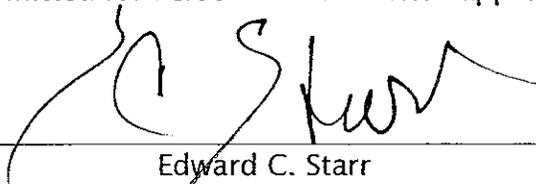
At 7:41 p.m., the Personnel Committee went into Closed Session  
regarding personnel matters related to appointments, resignations/  
terminations, and evaluations of employee performance.

At 7:51 p.m., the Personnel Committee returned from Closed Session.  
Mayor Eaton stated that no announcements would be made at this time.

**VI. ADJOURNMENT**

At 7:51 p.m., Mayor Eaton adjourned the Personnel Committee.

Submitted for Personnel Committee approval,



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